



**TOWN OF BRUNSWICK**

**PLANNING BOARD**

85 UNION STREET  
BRUNSWICK, ME 04011

**PLANNING BOARD  
-REVISED AGENDA-  
BRUNSWICK TOWN HALL  
85 UNION STREET  
COUNCIL CHAMBERS  
TUESDAY, March 22, 2016, 7:00 P.M.**

1. **Case # 16-003, Convenience Store and Gasoline Station:** The Planning Board will review and take action on a **Final Plan Major Development Review** application submitted by authorized representatives for Priority Real Estate Group, LLC, to construct a 3,850-square foot convenience store with gasoline sales and associated parking in the **BNAS Reuse Zoning District (Map 40, Lots 40 and 98)**.
2. **Case #16-009, U-Haul Moving and Storage of Brunswick:** The Planning Board will hold a **Public Hearing** then review and take action on a **Special Permit** application submitted by authorized representatives of U-Haul Company of New Hampshire and Maine for the proposed reuse of an existing industrial building on a parcel located primarily within the **Business and Industry 1 (I1) Zoning District**; and partially within the **Town Residential 4\* / Federal Street Zoning District (Map U07, Lots 48 and 68)**.
3. **Zoning Ordinance Rewrite Committee (ZORC) Update**
4. **Approval of Minutes**
5. **Other Business**
6. **Adjourn**

*\*Agenda revised 3/10/16 to correct zoning district*

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 TTY 725-5521. This meeting will be televised.

**TOWN OF BRUNSWICK, MAINE**  
**MAJOR DEVELOPMENT REVIEW**  
**APPLICATION**

**Project:**  
**PROPOSED CONVENIENCE STORE**  
**LOT 5 BRUNSWICK LANDING**

**Applicant:**  
**BRUNSWICK PROPERTY HOLDINGS, LLC**  
**2 MAIN STREET**  
**TOPSHAM, MAINE 04086**

**March 15, 2016**

**Prepared by:**  
**Site Design Associates**  
**23 Whitney Way**  
**Topsham, Maine 04086**  
**Ph: 207-449-4275**  
**Email: info@sitedesignassociates.biz**

# Site Design Associates

## Consulting Engineering and Land Planning

March 17, 2016

Jared Woolston, Planner  
Department of Planning & Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

**RE: Proposed Convenience Store  
Bath Road – Brunswick Landing Lot 5  
Major Development Review**

Dear Jared:

On behalf of Brunswick Property Holdings, LLC, Site Design Associates is pleased to submit the enclosed application and supporting documentation for Major Development Review approval of a 3,850 sf convenience store on lot 5 at Brunswick Landing. The project will include a canopy with eight fueling positions, construction of an access drive from Bath Road, to Allagash Drive, installation of a new traffic signal in Bath Road, and construction of a dedicated left turn lane on Bath Road into the site for westbound traffic. Enclosed is one copy of the following information for your completeness review:

- Major Development Review Application and Checklist
- Location Map
- Purchase and Sale Agreements
- Stormwater Ability to Serve Letter
- Water Ability to Serve Letters
- Sewer Ability to Serve Letter
- Design Review Approval Letter From MRRA
- Copy of DEP Stormwater Permit
- Copy of MDOT Traffic Movement Permit
- Site Plans and Details (one full size set)
- Conceptual Plan of Proposed Bath Road Traffic Improvements
- Photometric Plan and Fixture Cuts
- Building Elevations and Floor Plan

The proposed project includes the construction of a 3,850 sf convenience store and a gasoline canopy with eight fueling positions. The primary access into the site will be via Bath Road, at the existing Merrymeeting Plaza intersection, with secondary access to Allagash Drive. As noted on the architectural drawings, the building design is non-traditional convenience store architecture. The building will be a single story wood frame building, with mechanical space on an upper level, and screened. The building design has been reviewed and approved by MRRA's design review board. A site landscape plan has

23 Whitney Way Topsham, Maine 04086  
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Mr. Jared Woolston

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been prepared in accordance with the guidelines approved under the Common Development Plan approved by the Planning Board on July 22, 2014.

Utilities are available at the site, including water, sewer, natural gas, and electricity. The MRRA, Brunswick and Topsham Water District, and Brunswick Sewer district have verified the capacity to serve water and sewer. Water service will be provided by the existing MRRA owned system which is located on the northerly portion of the site, parallel to Bath Road. For sanitary sewer service, an existing force main traverses the site from west to east, outletting to an existing manhole on lot 6. Test pits will be required to verify the location, size, and material of the force main. Based on the information provided from the test pit explorations, a decision will be made whether to use the existing force main or install a new gravity sewer main to the manhole on lot 6. An easement over lot 6 will ultimately be required for sewer service. Priority Real Estate Group currently holds an option on Lot 6 (copy attached), and will ultimately grant an easement to Brunswick Property Holdings, LLC for the sewer line.

Power will be provided by CMP with a pole mounted transformer on Bath Road. The applicant will work with MRRA and Maine Natural Gas to locate existing gas utilities and establish service to the site.

This project appeared before the Staff Review Committee (SRC) on December 3, 2014, followed by a planning board sketch plan review on December 9, 2014. At that time the project consisted of a 5,100 sf convenience store with a drive through, eight gasoline fueling positions, and a diesel canopy. The project has since been scaled back, with the drive through and diesel canopy eliminated, and the building footprint reduced. With these revisions, the new impervious area has been reduced by almost 10,000 sf.

At the SRC sketch plan review meeting, staff requested that channelization be provided at the Bath Road entrance to better define the travel lanes, which is shown on the current site plan. Staff also questioned how westbound traffic will access the site from Bath Road. As a result of the MDOT Traffic Movement Permit (TMP) process, a condition of the TMP (copy attached) requires a new signal at the intersection of the new drive with Bath Road, construction of a dedicated left turn lane on Bath Road westbound, and existing signal modifications as required. Drawing C-105 reflects a conceptual plan of the proposed improvements. This has been submitted to MDOT for review.

As a result of the site development, the impervious area on the site will increase by about 1.4 acres, which required that a stormwater management plan be developed and submitted to the Maine Department of Environmental Protection (DEP) for review and approval. A plan was developed which incorporates a grassed underdrained filter swale on Lot 6 to treat stormwater runoff from the site. Priority Real Estate Group currently holds an option on Lot 6 (copy attached), and will ultimately grant an easement to Brunswick Property Holdings, LLC for the construction of the underdrained filter swale.

Stormwater runoff from the site will ultimately outlet to the MRRA owned and maintained system in Admiral Fitch Drive. As noted in the attached letter, MRRA has granted permission for this arrangement. The plan was modified per DEP staff comments and DEP issued an approval order, a copy of which is included with this application.

Due to proposed soil disturbance to construct the stormwater treatment pond within 75 feet of the DEP jurisdictional stream located on the adjacent site, a Natural Resources Protection Act Permit By Rule notification was filed with DEP. No soil disturbance is proposed within 25 feet of the stream.

Site lighting will be LED cutoff fixtures, pole mounted and on the building. A photometric plan, fixture catalog cuts, and the pole catalog cut are included in this application.

Signage will be consistent with the requirements of the CDP and Cook's corner design standards. It is our understanding that town staff and the applicant have agreed on a concept for the proposed signage, which will be presented at the planning board meeting.

Waivers of the submission requirements outlined in the Zoning Ordinance sections 412.2.B.8, 14, 16, and 17 are requested, with the justifications for the waivers included in the application checklist. We believe the waivers would be consistent with the review standards of section 411.

On February 24, 2016 a staff review committee meeting was held to discuss the project. As a result of that meeting;

- a raised speed hump was added to the drawing, which will also accommodate a future crosswalk when lot 6A is developed,
- riprap has been shown along a portion of the underdrained filter swale embankment and the slope steepened per staff suggestion,
- street names were added to the drawings, as required,
- and a copy of the approved stormwater system Inspection and Maintenance Plan were submitted to the town.

Comments from the BBPAC were provided by town staff. As a result of the comments;

- the plan has been amended to provide for a bike rack and bicycle repair station on the site, at a location to be determined,
- the sidewalk and crosswalk at Bath Road were realigned to further minimize vehicular and pedestrian conflicts,
- and pedestrian activated crossing signals will be incorporated into the new traffic lights at the intersection.

Public Works Director John Foster issued comments, mainly related to the preliminary conceptual plan of the Bath Road/Merrymeeting Plaza intersection improvements. As a result of those comments, and a follow-up meeting on March 3 between planning staff, John Foster, and Brunswick Property Holdings, LLC ;

- the widening of Bath Road was shifted to the south, and will occur on land controlled by Priority Real Estate Group, which will deed the land necessary for the widening to the town,
- an additional copy of the traffic analysis was submitted to the town for review,
- an agreement was reached that the intersection will need to function in conjunction with the Admiral Fitch and Cooks Corner Mall signals when the work is complete. Brunswick Property Holdings will participate in the cost of a new controller, if required,
- a five foot wide strip of land along the lot 5 frontage will be reserved for future widening of Bath Road,
- the conceptual plan was revised to eliminate a pedestal traffic signal as an alternate,
- and upon approval by MDOT of the concept plan, a traffic signal site plan will be included with the final design drawings.

The following discussion summarizes our opinion on how the Development Review Standards of Chapter 5 are met;

#### **501. Preservation of Natural Features and Net Site Area**

The site plan will maintain a wooded buffer along the rear property line, and trees will be preserved to the extent practical. The net site area is equal to the lot area.

#### **502. Flood Hazard Area**

The site is not located within a flood hazard area.

#### **503. Steep Slopes and Embankments**

None exist on site.

#### **504. Stormwater Management**

A stormwater management plan was prepared for the site, a stormwater management law permit was submitted to the DEP for review, and DEP issued a stormwater management law permit for the site.

#### **505. Groundwater**

There will be no significant adverse impact on groundwater quality as a result of this project. A liner will be installed under the grassed underdrained filter swale.

#### **506. Erosion and Sedimentation**

A detailed Erosion and Sedimentation Control Plan (Drawing C-300) has been prepared in accordance with Maine DEP BMP's, and is included with this application.

#### **507. Sewage Disposal**

Sewage disposal will be via a connection to the MRRA collection system, and an ability to serve letter is included in this application.

#### **508. Water Systems**

Water service will be via a connection to the MRRA distribution system, and an ability to serve letter is included in this application.

#### **509. Community Facilities Impact Analysis**

The project will not impact community facilities.

#### **510. Development Impact fees**

The development will not result in a negative impact or decline in the level of service of any municipal infrastructure system. Improvements including a new traffic signal, traffic signal modifications, and widening along Bath Road will be implemented per the MDOT Traffic Movement Permit conditions, to address traffic impacts.

#### **511. Development of New Streets**

No new streets are proposed in conjunction with this development.

#### **512. Off-street Parking**

The parking area will not be located within a required setback. The number of spaces is based upon the number of employees and clients anticipated. The parking will be lighted with cutoff LED fixtures.

#### **513. Curb Cuts and Highway Access**

The project has received a Traffic Movement Permit from MDOT. Curb cuts were previously reviewed at the sketch plan phase by the town. The project will comply with

the minimum distances outlined in section 513.1, a traffic signal will be installed, and a left turn lane into the site constructed.

#### **514. Off Street Loading Requirements**

Based on the types of delivery vehicles which will regularly serve this facility, no designated loading area is required, and there will be no conflicts with passenger vehicles or pedestrians.

#### **515. Appearance Assessment**

The site plan has been developed in conformance with the CDP recently approved by the planning board, including building height, bulk, and mass, site landscaping, lighting, and signage. The MRRA design review board has reviewed and approved the building design.

#### **516. Building Configuration**

The building has been designed to address the street, with an entrance located on the Bath Road elevation. The building is wood frame and truss construction pitched at 6/12 and finished with architectural shingles. The primary façade features a prominent center gable supported by large columns on stone piers. Below the gable are large welcoming windows, a stone base and high quality Maibec wood siding and trim. The Bath Road elevation has a side entry with a small gable. The rear elevation has a brown railing screening the roof mounted HVAC units. Overall the building has a well composed design which will be a contributing building to the streetscape of the Bath Road.

The building layout complies with the approved CDP, and was found to be consistent with MRRA's design guidelines.

#### **517. Preservation of Historic Resources**

To our knowledge, no historic resources are located on the site.

#### **518. Access for Persons with Disabilities**

All accessible routes will comply with the ADA requirements.

#### **519. Recreational Requirements for Residential Developments**

Not applicable.

#### **520. Fiscal Capacity**

Financing for the project has been secured contingent upon receiving the necessary approvals.

Mr. Jared Woolston

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**521. Performance Guarantee**

Public improvements must be in place prior to operation of the facility, per the terms of the TMP.

**522. Home-owners/Property Owners Associations**

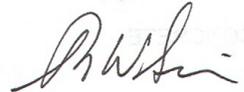
Not applicable.

**524. Noise and Dust**

Given the nature of the proposed use, neither noise nor dust will be problematic.

We look forward to meeting with the planning board on March 22 to review the project. If you have any questions or comments related to the application materials, please do not hesitate to contact us.

Sincerely,  
Site Design Associates

A handwritten signature in black ink, appearing to read 'Tom Saucier', written in a cursive style.

Tom Saucier, P.E.  
President

**MAJOR DEVELOPMENT REVIEW  
FINAL PLAN APPLICATION**

1. Project Name: Proposed Convenience Store

2. Project Applicant

Name: Brunswick property Holdings, LLC  
Address: 2 Main Street  
Topsham, Maine 04086  
Phone Number: 207-751-5455

3. Authorized Representative

Name: Tom Saucier  
Address: 23 Whitney Way  
Topsham, Maine 04086  
Phone Number: 207-449-4275

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

1. Tom Saucier, PE ME #6095
2. Peter Biegel, LA ME #2624
3. Kevin Clark, PLS ME #2245

5. Physical location of property being affected: 146 Bath Road

6. Lot Size: 2.65 Acres

7. Zoning District: BNAS Reuse - 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? See attached purchase and sale agreement and addendum

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

10. Brief Description of proposed: Construction of a 3,850 sf convenience store, with gasoline sales.

11. Describe Specific Physical Improvements to be Done: See site plans

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						
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		No alteration of existing streets will occur, nor will the construction of new streets. Waiver of section 412.2.B.8. requested.
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				See DEP Approval
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	Pending field investigations. See cover letter.
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	Medium intensity survey lists Windsor on entire site. 412.2.B.16
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.					X	Site is fully forested. All trees will be removed within the developed area. 412.2.B.17
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				

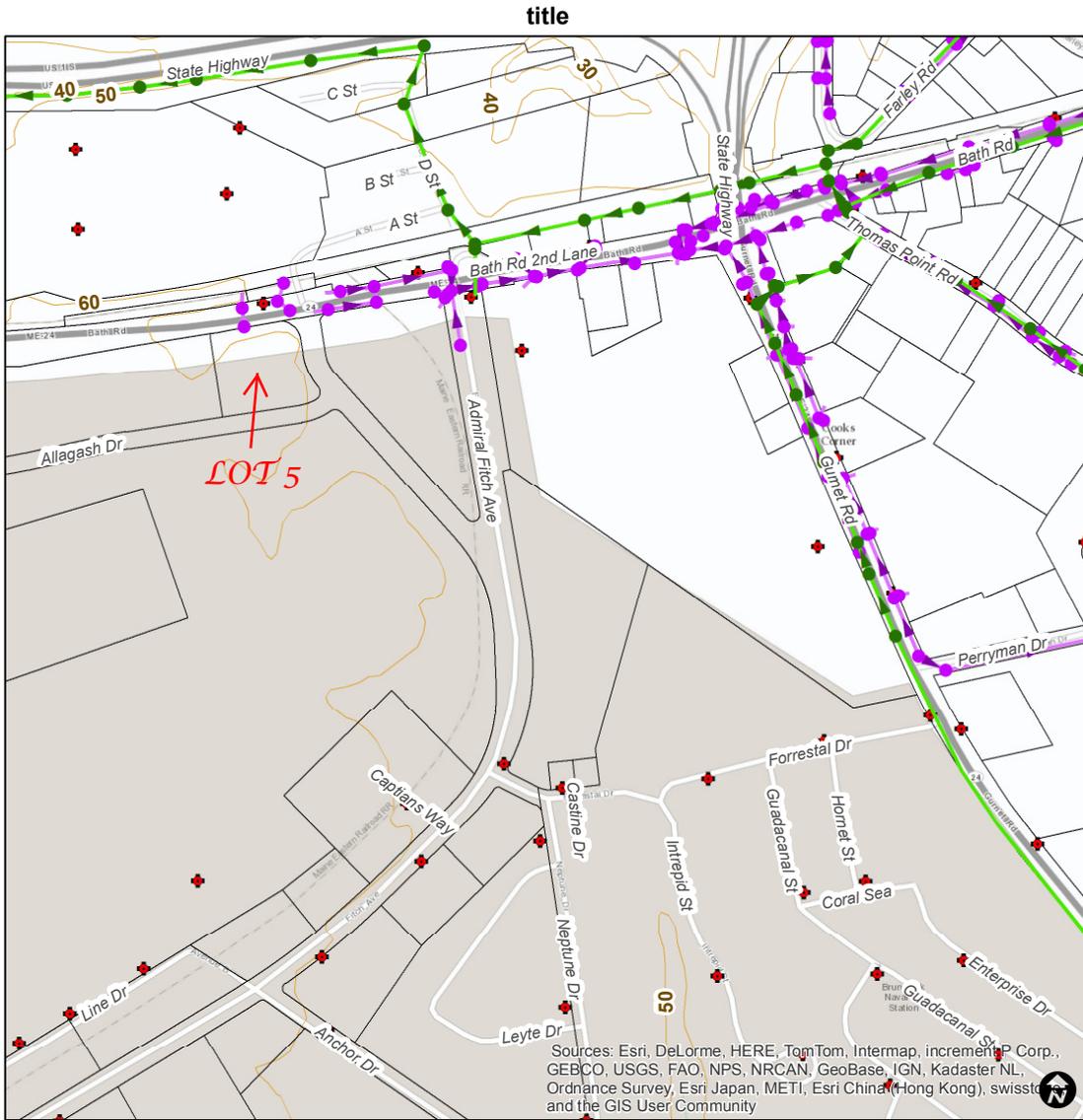
**FINAL PLAN/SUPPORTING DOCUMENTS**

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				DEP Stormwater Permit DEP NRPA PBR MDOT TMP
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 Cumebrland County Soil and Water Conservation District made availabel at the Brunswick Department of Planning and Development.		X		X		DEP has approved the stormwater management plan.

An erosion and sedimentation control checklist prepared by the Cumberland County Soil and Water Conservation District.				X	DEP APPROVED
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		HYDRANT EXISTS DIRECTLY ACROSS BATH ROAD FROM SITE
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			

# Brunswick Maine



LOCATION MAP

**PURCHASE AND SALE AGREEMENT**

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

**and**

**BRUNSWICK PROPERTY HOLDINGS, LLC**

Property: Lot 5 on the Midcoast Regional Redevelopment  
Authority Subdivision Plan, as amended, Brunswick, Maine, together  
with any improvements thereon

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 11<sup>TH</sup> day of AUGUST, 2014 (the "Effective Date"), by and between Midcoast Regional Redevelopment Authority ("MRRA") and Brunswick Property Holdings, LLC or its assignee entity ("Purchaser").

In consideration of the mutual agreements herein set forth, the parties hereto, intending to be legally bound, agree as follows:

1. **Agreement to Sell and Purchase.** For the Purchase Price (as defined in Section 3 below), and subject to the terms and conditions hereof, MRRA agrees to sell to Purchaser, and Purchaser agrees to purchase from MRRA, fee simple absolute title subject to the Permitted Encumbrances (as defined below) to the following property including without limitation any vehicle ways and/or private roads within the bounds of the areas so described, subject to the terms of this Agreement (which is herein sometimes collectively referred to as the "Property"):

Subdivision lot 5 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 other provided herein.

MRRA and Purchaser agree to exclude from the sale all electrical distribution system structures and equipment now or formerly owned by the U.S. Navy or by MRRA and located upon Property including all transformers, except that each electric line and equipment serving the Property shall be conveyed to Purchaser starting from the point immediately following the last transformer in the service line serving each building located on the Property and running to the point that such line enters such building.

MRRA and Purchaser agree to exclude from the sale all water and sewer system structures and equipment located upon the Property except that each water and sewer component directly serving the Property shall be conveyed to Purchaser starting from the edge of the street beneath which the main lines are buried and running to the point the line enters the Property. Purchaser shall take all such equipment subject to the previously existing rights of others therein. For purposes of clarity and avoidance of doubt, it is the intent of MRRA and Purchaser that MRRA retain ownership of all so-called trunk lines wherever on the Property they are situated.

Nothing in the foregoing paragraphs shall be deemed to extinguish the access and easement rights of Purchaser to the electrical, water and sewer lines retained by MRRA.

At Closing (as defined below), Purchaser shall not be required to enter into MRRA's Road and Common Facilities Maintenance Agreement, dated as of July 26, 2013 and recorded at Book 30884, Page 170 in the Cumberland County Registry of Deeds.

After the Closing, Purchaser shall be responsible for all utility hookups and services with respect to the Property conveyed at the Closing.

2. **Easements.** At the Closing, Purchaser and MRRA shall execute, deliver, and cause to be recorded any and all instruments required to create easements sufficient for the provision of utility services and equipment, and the maintenance, repair and improvement thereof, together with such other easements as may be required for sufficient pedestrian and vehicular ingress and egress over, upon, and through the Property and the real estate owned by MRRA, as well as utility, construction, or other easements as may be reasonably requested by Purchaser or MRRA. Such instruments may be in the form of a Reciprocal Easement Agreement or other documents reasonably acceptable to Purchaser and MRRA and will provide that Purchaser shall have the ongoing obligation 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 Property, unless ownership of the same has been retained by MRRA. Notwithstanding the foregoing, MRRA may choose to include such easements in the deed in lieu of a separate agreement; if so, Purchaser shall also execute the deed to evidence its agreement.

3. **Purchase Price.** The purchase price for the Property is [REDACTED] Dollars [REDACTED] (the "Purchase Price"). [REDACTED] (the "Deposit") of said Purchase Price shall be paid to Drummond Woodsum & MacMahon, P.A. ("MRRA's Attorney") within the three (3) business days next following the execution of this Agreement, to be held in escrow by MRRA's Attorney in a non-interest bearing account until the consummation or sooner termination of this Agreement; the Deposit shall be applied to the Purchase Price at the Closing as defined below or otherwise as provided in this Agreement.

4. **Closing.** The Closing shall occur at 10 AM on or before Twelve (12) months from the Effective Date at the offices of MRRA's Attorney, 84 Marginal Way, Suite 600, Portland, Maine, unless a different time and/or place is mutually agreed by Purchaser and MRRA. In the event that the Purchaser and MRRA have not agreed to a date for the Closing, then the Closing shall occur on the last day of the period specified above.

5. **Condition of Title.**

(a) On the date of the Closing, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections except for the Permitted Encumbrances (as defined in paragraph (b) below).

(b) Purchaser shall order a commitment for title insurance from a title company of Purchaser's choice (the "Title Company"). Purchaser shall deliver to MRRA copies of said title commitment on or before the date which is thirty (30) days before the

Closing, together with a written statement of Purchaser's objections, if any, to title and any survey provided to Purchaser by MRRA. Any matters shown on the title commitment and/or survey that are not objected to by Purchaser shall be "Permitted Encumbrances." In the event that Purchaser identifies objections to title or the below described survey, MRRA shall have thirty (30) days after receipt of Purchaser's written statement of objections to cure or satisfy such objections, and to furnish evidence satisfactory to Purchaser and the Title Company that all such exceptions have been cured or satisfied or that arrangements have been made with the Title Company and any parties in interest to cure or eliminate the same at or prior to Closing. If MRRA determines that it will not or cannot cure or satisfy such objections within said thirty (30) day period (or up to 30 additional days, if required to cure any title objection, in which case any Closing within such time period shall be postponed accordingly), Purchaser shall have the options set forth in paragraph (c) below. Purchaser shall have the right to update title prior to the Closing and report any new exceptions arising subsequent to the last title update and the foregoing provisions shall apply with respect to any newly discovered exceptions.

(c) If title to any portion of the Property cannot be conveyed to Purchaser in accordance with the requirements of this Agreement, then Purchaser shall have the option of (i) applying all or a portion of the Purchase Price for the portion of the Property being acquired to pay any liens of ascertainable amount against the portion of the Property being acquired at the time of Closing, taking such title as MRRA can convey and waiving the unfulfilled conditions, if any, or (ii) terminating this Agreement, in which event the Deposit shall be immediately refunded to Purchaser and neither party shall have any further liabilities or obligations hereunder. MRRA shall have no obligation to cure any Purchaser title objection.

6. **Inspections.** Purchaser shall have a period ending thirty days from the Effective Date (the "Inspection Period") within which to inspect the Property. If, for any reason, or no reason at all, Purchaser is dissatisfied with its inspections of the Property and notifies MRRA in writing within the Inspection Period, this Agreement shall terminate without any further obligations on the part of either party, and the deposit shall be immediately refunded to Purchaser.

7. **Representations of Purchaser.** Purchaser, in order to induce MRRA to enter into this Agreement and to sell the Property, represents and warrants to MRRA as follows:

(a) Purchaser has the full power, authority and legal right to execute, deliver and comply with this Agreement and any other document or instrument relating thereto or the transactions contemplated hereby. All actions of Purchaser and other authorizations necessary for the execution and delivery of and compliance with this Agreement and such other documents and instruments have been taken or obtained or will be taken or obtained prior to Closing and, upon their execution, this Agreement and such other documents and instruments shall constitute the valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the terms and conditions

hereof will not conflict with, or result in a breach of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority to which Purchaser is a party or by which it is bound.

(c) The Purchaser may assign this Agreement to an entity to be formed by Purchaser and controlled by Purchaser, for the purposes of developing the Property.

**8. Condition of the Property and Subsequent Development of the Property by Purchaser.**

(a) The parties acknowledge and agree that this is an AS-IS, WHERE-IS, WITH-ALL-FAULTS TRANSACTION with respect to the Property. Except as expressly provided in this Agreement, neither MRRA nor Purchaser has made and does not make any representation of any nature as to the physical condition or operation of the Property, as to the accuracy, thoroughness or completeness of, or the conclusions drawn in, any information provided by one party to the other, or as to any other matter or thing affecting or related to the Property including, without limitation, the presence of hazardous materials or substances, and each party hereby expressly acknowledges that no such other representations have been made by either party or relied on by either party. Neither MRRA nor Purchaser shall be liable or bound in any manner by any express or implied warranties, guaranties, promises, statements, representation, or information pertaining to the Property, made or furnished by any agent, employee, servant or other person representing or purporting to represent MRRA or Purchaser, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in this Agreement. All representations, warranties, understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER AND MRRA EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE THE OTHER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR CLAIMS, LOSSES AND DEMANDS, INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH, AND ALL CONSEQUENCES THEREOF (INCLUDING ANY INTERRUPTION OR INTERFERENCE WITH ANY BUSINESS OR ACTIVITIES BEING CONDUCTED ON THE PROPERTY AND ANY LOSS OF OPPORTUNITY), WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM (1) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (2) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY BUILDINGS, EQUIPMENT, FURNITURE, FURNISHINGS OR IMPROVEMENTS, (3) THE PRESENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, (4) THE COMPLIANCE OF THE PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT

LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH CODES OR (5) ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY. THIS RELEASE SHALL NOT RELEASE EITHER PARTY FROM CLAIMS RELATING TO FRAUD.

(c) The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

(d) Prior to Closing, MRRA and the Purchaser shall negotiate an acquisition and development plan (the "Acquisition Plan") for the Property. MRRA and the Purchaser agree and acknowledge that MRRA does not sell property for speculation and that the Purchaser must undertake to timely develop the Property. The Acquisition Plan is intended to prevent Purchaser from holding the Property for an indefinite period of time without developing it. The Acquisition Plan will include a requirement that the Purchaser shall have received all necessary approvals to develop the Property within eighteen (18) months of the Closing, that Purchaser shall commence construction within twelve (12) months of the date on which Purchaser is in receipt of all approvals to develop the Property. The Acquisition Plan shall provide for the rights of MRRA to re-acquire the Property for which the agreed development plan and/or timetable has not been achieved in exchange for a refund of the price previously paid for the Property.

#### 9. **Conditions to MRRA's Obligations.**

The obligation of MRRA under this Agreement to sell the Property to Purchaser (any or all of which may be waived in whole or in part by MRRA at or prior to the Closing):

(a) All material representations and warranties by Purchaser set forth in this Agreement shall be true and correct as of the Closing in all material respects as though such representations and warranties were made as of the Closing Date;

(b) Purchaser shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing;

(c) Purchaser shall have delivered an opinion, in form and substance satisfactory to MRRA, of its legal counsel to the effect that it, and any of its affiliates entering into any of the transactions described in this Agreement, are duly organized and authorized to enter into and carry out the transactions undertaken, and to execute and deliver the documents required to do so, pursuant to this Agreement.

(d) Purchaser and MRRA shall have entered into the Acquisition Plan.

(e) Payment by Purchaser of the Purchase Price.

If any of the foregoing conditions precedent is not satisfied, MRRA shall have the option to (i) terminate this Agreement by written notice thereof to Purchaser at any time through and including the Closing at issue, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise

expressly provided in this Agreement); or (ii) with respect to Sections (a) or (b) above, exercising any and all legal right or remedy available to MRRA under this Agreement or at law or in equity.

**10. Condition of Purchaser's Obligations.**

The obligation of Purchaser under this Agreement to buy the Property from MRRA at Closing is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Purchaser at or prior to the Closing):

(a) All material representations and warranties by MRRA set forth in this Agreement shall be true and correct as of the Closing in all material respects as though such representations and warranties were made as of the Closing at issue;

(b) MRRA shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing;

(c) Title to the Property shall be good and marketable in accordance with the standards adopted by the Maine State Bar Association, but subject to the Permitted Encumbrances. MRRA shall execute such affidavits as Purchaser's title company may reasonably require;

(d) Purchaser shall be reasonably satisfied with any survey on the Property that MRRA may be obligated to provide by other provisions of this Agreement; and

(e) Purchaser shall not have terminated this Agreement as a result of its dissatisfaction with inspections as provided above; and

(f) MRRA shall have delivered an opinion, in form and substance satisfactory to Purchaser, of its legal counsel to the effect that it, and any of its affiliates entering into any of the transactions described in this Agreement, are duly organized and authorized to enter into and carry out the transactions undertaken, and to execute and deliver the documents required to do so, pursuant to this Agreement.

(g) Purchaser and MRRA shall have entered into the Acquisition Plan with respect to the Property.

If any of the foregoing conditions precedent is not satisfied, Purchaser shall have as its sole remedy the right to terminate this Agreement, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise expressly provided in this Agreement).

**11. Closing Deliverables.**

(a) At the Closing, MRRA shall execute, notarize (where appropriate), and deliver to Purchaser:

(i) a fully executed and acknowledged Quitclaim Deed with Covenant ("Deed") in a form reasonably acceptable to Purchaser;

(ii) a Non-Foreign Affidavit pursuant to the Foreign Investment in Real Property Tax Act, as amended;

(iii) all documents reasonably required by the Title Company such as an owner's affidavit including a statement that all real estate taxes have been paid, settled, and cleared, which are reasonably necessary in order for said title company to issue an ALTA form owner's title insurance policy to Purchaser; and

(iv) a fully executed and acknowledged reciprocal easement or other easements described in Section 2 above in such form as the parties may agree, together with such other documents as are reasonably requested by Purchaser's counsel.

(b) At the Closing, Purchaser shall deliver to MRRA the Purchase Price and a fully executed and acknowledged reciprocal easement or other easements described in Section 2 above in such form as the parties may agree.

(c) Purchaser and MRRA shall each execute and deliver to the other at the Closing any and all other documents customarily delivered at closings for similar transactions in Maine, as well as any and all other documents reasonably requested by the other.

12. **Possession.** At the Closing, MRRA shall deliver to Purchaser actual possession of the Property being purchased subject to the Permitted Encumbrances and any easements contemplated by this Agreement.

13. **Transfer Taxes.** At the Closing, MRRA and Purchaser shall each pay their share of real estate transfer taxes, as applicable.

14. **Apportionments.**

(a) At the Closing, all real estate taxes applicable to the Property being acquired for the tax year in which Closing occurs shall be apportioned between MRRA and Purchaser as of the Closing Date.

(b) All utilities, water charges and sewer charges shall be prorated by Purchaser and MRRA at the Closing based upon the applicable billing period for each such charge.

(c) The provisions of this Section shall survive the Closing.

15. **Fire and Casualty.** The risk of loss with respect to the Property shall remain on MRRA until the Closing.

16. **Binding Obligations.** Except as otherwise provided in this Agreement, Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of MRRA, which MRRA may reasonably withhold. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and bind the respective successors and assigns of MRRA and Purchaser.

17. **Brokers.** Purchaser and MRRA each represent to the other that it has not dealt with any broker or other person who may be entitled to a real estate broker's commission or a finder's fee in connection with the transaction contemplated by this Agreement. MRRA and Purchaser shall each defend, indemnify and hold the other harmless against all damages, liability, losses, costs and expenses incurred as a result of any claim for a commission or fee by any broker, agent, finder or person who shall have dealt with MRRA or Purchaser, as applicable, in connection with this transaction. The provisions of this Section shall survive the Closing or sooner termination of this Agreement.

18. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be personally delivered, delivered by reputable overnight courier or mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address below set forth, or at such other address as such other party shall designate by notice. Such notices shall be effective when dispatched, except that the time period within which any party may respond to a notice pursuant to this Agreement shall not commence until the earlier of such party's actual receipt of such notice, the third business day after dispatch in the case of notices by certified mail, or the first business day after dispatch for timely next day delivery by overnight delivery.

If to MRRA:

Steven H. Levesque, Executive Director  
Midcoast Regional Redevelopment Authority  
2 Pegasus Street, Suite 1, Unit 200  
Brunswick, ME 04011

With a copy to:

John S. Kaminski, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

If to Purchaser:

Brunswick Property Holdings, LLC  
2 Main Street  
Topsham, ME 04086

With a copy to:

John Moncure, Esq  
MONCURE & BARNICLE  
9 Bowdoin Mill Island  
Topsham, ME 04086

19. **Recording.** This Agreement shall not be recorded.

20. **Whole Agreement; Amendments; Survival.** This Agreement sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions. Any exhibits and riders referred to above constitute part of this Agreement. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to this transaction, shall be valid unless the same be in writing specifically referring to this Agreement and signed by the party against whom enforcement of same is sought. Except for the provisions of this Agreement which expressly contemplate survival of the Closing or earlier termination of this Agreement, (i) none of the terms of this Agreement shall survive the Closing or early termination of this Agreement, and (ii) if the Closing occur, the delivery and acceptance of the documents executed and delivered at the Closing shall effect a merger and be deemed to establish the full performance of the parties under this Agreement, except for the provisions of this Agreement which expressly survive the Closing.

21. **Counterparts.** This Agreement may be executed electronically by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Agreement.

22. **Holidays.** Wherever this Agreement provides for a date, day or period of time on or prior to which actions or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following business day.

23. **Governing Law.** This Agreement and all issues arising hereunder shall be governed by the laws of the State of Maine.

24. **Time of the Essence.** Time is of the essence of this Agreement.

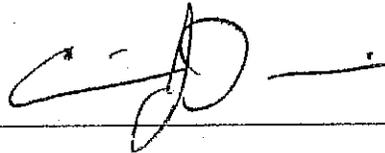
25. **Purchaser's Default.** In the event Purchaser shall default in the observance or performance of any of its obligations under this Agreement, then MRRA shall have the right: (i) to specific performance; (ii) to terminate this Agreement and retain the Deposit; (iii) to bring an action against Purchaser for actual damages, or (iv) to exercise any other right or remedy available to MRRA at law or in equity. MRRA's remedies shall be cumulative.

26. **MRRA's Default.** In the event MRRA shall default in the observance or performance of any of its obligations under this Agreement, then Purchaser shall have the right: (i) to terminate this Agreement, and receive a prompt refund of the Deposit; (ii) to bring an action against MRRA for specific performance; (iii) to bring an action against MRRA for actual

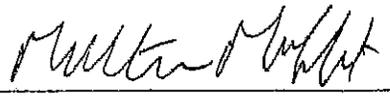
damages, or (iv) to exercise any other right or remedy available to Purchaser at law or in equity. Purchaser's remedies shall be cumulative, but no other remedies at law or in equity shall be available against MRRA, provided, however, that in no event shall damages shall be recoverable as a result of a failure of title or attributable to any damages incurred by Purchaser other than actual expenditures reasonably incurred subsequent to the date of this Agreement and prior to the Closing.

**In Witness Whereof**, the parties have executed this Agreement as of the date and year first above written.

**Witness:**

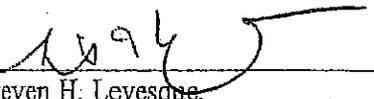
  
\_\_\_\_\_

**Brunswick Property Holdings, LLC**

By:   
\_\_\_\_\_ **CFD**

  
\_\_\_\_\_

**Midcoast Regional Redevelopment  
Authority**

By:   
\_\_\_\_\_ **Steven H. Levesque,  
Its Executive Director**

**SECOND ADDENDUM TO EXTEND CLOSING DATE  
(Property: Lot 5)**

This Second Addendum is made and entered into as of the 25<sup>th</sup> day of January, 2016 by and between Midcoast Regional Redevelopment Authority (MRRA) and Brunswick Property Holdings, LLC or its assignee entity ("Purchaser").

The parties mutually understand and agree as follows:

This Second Addendum amends the Purchase and Sale Agreement entered into between the parties as of August 11, 2014, as amended on August 20, 2015, ("Purchase Agreement") for the sale to purchase of Lot 5. All of the terms, conditions and provisions in the Purchase Agreement (a) remain in full force and effect, (b) are hereby incorporated herein by reference, and (c) are unchanged except as expressly amended herein.

The closing date agreed to under the Purchase Agreement is hereby extended to on or before March 31, 2016.

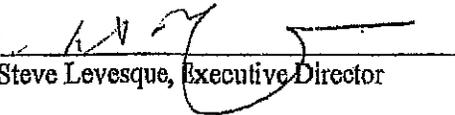
In Witness Whereof, the parties entered into this Agreement as of the day and year first written above.

Brunswick Property Holdings, LLC

BY: 

Jim Howard, Manager

Midcoast Regional Redevelopment Authority

BY: 

Steve Levesque, Executive Director

**PURCHASE AND SALE AGREEMENT**

**MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

**and**

**PRIORITY REAL ESTATE GROUP, LLC**

Property: Lot 6 on the Midcoast Regional Redevelopment Authority Subdivision Plan, as amended, Brunswick, Maine, together with any improvements thereon

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 11<sup>th</sup> day of August, 2014 (the "Effective Date"), by and between Midcoast Regional Redevelopment Authority ("MRRA") and Priority Real Estate Group, LLC or its assignee entity ("Purchaser").

In consideration of the mutual agreements herein set forth, the parties hereto, intending to be legally bound, agree as follows:

1. **Agreement to Sell and Purchase.** For the Purchase Price (as defined in Section 3 below), and subject to the terms and conditions hereof, MRRA agrees to sell to Purchaser, and Purchaser agrees to purchase from MRRA, fee simple absolute title subject to the Permitted Encumbrances (as defined below) to the following property including without limitation any vehicle ways and/or private roads within the bounds of the areas so described, subject to the terms of this Agreement (which is herein sometimes collectively referred to as the "Property"):

Subdivision lot 6 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 other provided herein.

MRRA and Purchaser agree to exclude from the sale all electrical distribution system structures and equipment now or formerly owned by the U.S. Navy or by MRRA and located upon Property including all transformers, except that each electric line and equipment serving the Property shall be conveyed to Purchaser starting from the point immediately following the last transformer in the service line serving each building located on the Property and running to the point that such line enters such building.

MRRA and Purchaser agree to exclude from the sale all water and sewer system structures and equipment located upon the Property except that each water and sewer component directly serving the Property shall be conveyed to Purchaser starting from the edge of the street beneath which the main lines are buried and running to the point the line enters the Property. Purchaser shall take all such equipment subject to the previously existing rights of others therein. For purposes of clarity and avoidance of doubt, it is the intent of MRRA and Purchaser that MRRA retain ownership of all so-called trunk lines wherever on the Property they are situated.

Nothing in the foregoing paragraphs shall be deemed to extinguish the access and easement rights of Purchaser to the electrical, water and sewer lines retained by MRRA.

At Closing (as defined below), Purchaser shall not be required to enter into MRRA's Road and Common Facilities Maintenance Agreement, dated as of July 26, 2013 and recorded at Book 30884, Page 170 in the Cumberland County Registry of Deeds.

After the Closing, Purchaser shall be responsible for all utility hookups and services with respect to the Property conveyed at the Closing.

2. **Easements.** At the Closing, Purchaser and MRRA shall execute, deliver, and cause to be recorded any and all instruments required to create easements sufficient for the provision of utility services and equipment, and the maintenance, repair and improvement thereof, together with such other easements as may be required for sufficient pedestrian and vehicular ingress and egress over, upon, and through the Property and the real estate owned by MRRA, as well as utility, construction, or other easements as may be reasonably requested by Purchaser or MRRA. Such instruments may be in the form of a Reciprocal Easement Agreement or other documents reasonably acceptable to Purchaser and MRRA and will provide that Purchaser shall have the ongoing obligation 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 Property, unless ownership of the same has been retained by MRRA. Notwithstanding the foregoing, MRRA may choose to include such easements in the deed in lieu of a separate agreement; if so, Purchaser shall also execute the deed to evidence its agreement.

3. **Purchase Price.** The purchase price for the Property is [REDACTED] (the "Purchase Price"). [REDACTED] (the "Deposit") of said Purchase Price shall be paid to Drummond Woodsum & MacMahon, P.A. ("MRRA's Attorney") within the three (3) business days next following the execution of this Agreement, to be held in escrow by MRRA's Attorney in a non-interest bearing account until the consummation or sooner termination of this Agreement; the Deposit shall be applied to the Purchase Price at the Closing as defined below or otherwise as provided in this Agreement.

4. **Closing.** The Closing shall occur at 10 AM on or before Twelve (12) months from the Effective Date at the offices of MRRA's Attorney, 84 Marginal Way, Suite 600, Portland, Maine, unless a different time and/or place is mutually agreed by Purchaser and MRRA. In the event that the Purchaser and MRRA have not agreed to a date for the Closing, then the Closing shall occur on the last day of the period specified above.

5. **Condition of Title.**

(a) On the date of the Closing, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections except for the Permitted Encumbrances (as defined in paragraph (b) below).

(b) Purchaser shall order a commitment for title insurance from a title company of Purchaser's choice (the "Title Company"). Purchaser shall deliver to MRRA copies of said title commitment on or before the date which is thirty (30) days before the

Closing, together with a written statement of Purchaser's objections, if any, to title and any survey provided to Purchaser by MRRA. Any matters shown on the title commitment and/or survey that are not objected to by Purchaser shall be "Permitted Encumbrances." In the event that Purchaser identifies objections to title or the below described survey, MRRA shall have thirty (30) days after receipt of Purchaser's written statement of objections to cure or satisfy such objections, and to furnish evidence satisfactory to Purchaser and the Title Company that all such exceptions have been cured or satisfied or that arrangements have been made with the Title Company and any parties in interest to cure or eliminate the same at or prior to Closing. If MRRA determines that it will not or cannot cure or satisfy such objections within said thirty (30) day period (or up to 30 additional days, if required to cure any title objection, in which case any Closing within such time period shall be postponed accordingly), Purchaser shall have the options set forth in paragraph (c) below. Purchaser shall have the right to update title prior to the Closing and report any new exceptions arising subsequent to the last title update and the foregoing provisions shall apply with respect to any newly discovered exceptions.

(c) If title to any portion of the Property cannot be conveyed to Purchaser in accordance with the requirements of this Agreement, then Purchaser shall have the option of (i) applying all or a portion of the Purchase Price for the portion of the Property being acquired to pay any liens of ascertainable amount against the portion of the Property being acquired at the time of Closing, taking such title as MRRA can convey and waiving the unfulfilled conditions, if any, or (ii) terminating this Agreement, in which event the Deposit shall be immediately refunded to Purchaser and neither party shall have any further liabilities or obligations hereunder. MRRA shall have no obligation to cure any Purchaser title objection.

6. **Inspections.** Purchaser shall have a period ending thirty days from the Effective Date (the "Inspection Period") within which to inspect the Property. If, for any reason, or no reason at all, Purchaser is dissatisfied with its inspections of the Property and notifies MRRA in writing within the Inspection Period, this Agreement shall terminate without any further obligations on the part of either party, and the deposit shall be immediately refunded to Purchaser.

7. **Representations of Purchaser.** Purchaser, in order to induce MRRA to enter into this Agreement and to sell the Property, represents and warrants to MRRA as follows:

(a) Purchaser has the full power, authority and legal right to execute, deliver and comply with this Agreement and any other document or instrument relating thereto or the transactions contemplated hereby. All actions of Purchaser and other authorizations necessary for the execution and delivery of and compliance with this Agreement and such other documents and instruments have been taken or obtained or will be taken or obtained prior to Closing and, upon their execution, this Agreement and such other documents and instruments shall constitute the valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the terms and conditions

hereof will not conflict with, or result in a breach of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority to which Purchaser is a party or by which it is bound.

(c) The Purchaser may assign this Agreement to an entity to be formed by Purchaser and controlled by Purchaser, for the purposes of developing the Property.

**8. Condition of the Property and Subsequent Development of the Property by Purchaser.**

(a) The parties acknowledge and agree that this is an AS-IS, WHERE-IS, WITH-ALL-FAULTS TRANSACTION with respect to the Property. Except as expressly provided in this Agreement, neither MRRA nor Purchaser has made and does not make any representation of any nature as to the physical condition or operation of the Property, as to the accuracy, thoroughness or completeness of, or the conclusions drawn in, any information provided by one party to the other, or as to any other matter or thing affecting or related to the Property including, without limitation, the presence of hazardous materials or substances, and each party hereby expressly acknowledges that no such other representations have been made by either party or relied on by either party. Neither MRRA nor Purchaser shall be liable or bound in any manner by any express or implied warranties, guaranties, promises, statements, representation, or information pertaining to the Property, made or furnished by any agent, employee, servant or other person representing or purporting to represent MRRA or Purchaser, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in this Agreement. All representations, warranties, understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER AND MRRA EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE THE OTHER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR CLAIMS, LOSSES AND DEMANDS, INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH, AND ALL CONSEQUENCES THEREOF (INCLUDING ANY INTERRUPTION OR INTERFERENCE WITH ANY BUSINESS OR ACTIVITIES BEING CONDUCTED ON THE PROPERTY AND ANY LOSS OF OPPORTUNITY), WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM (1) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (2) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY BUILDINGS, EQUIPMENT, FURNITURE, FURNISHINGS OR IMPROVEMENTS, (3) THE PRESENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, (4) THE COMPLIANCE OF THE PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT

LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH CODES OR (5) ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY. THIS RELEASE SHALL NOT RELEASE EITHER PARTY FROM CLAIMS RELATING TO FRAUD.

(c) The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

(d) Prior to Closing, MRRA and the Purchaser shall negotiate an acquisition and development plan (the "Acquisition Plan") for the Property. MRRA and the Purchaser agree and acknowledge that MRRA does not sell property for speculation and that the Purchaser must undertake to timely develop the Property. The Acquisition Plan is intended to prevent Purchaser from holding the Property for an indefinite period of time without developing it. The Acquisition Plan will include a requirement that the Purchaser shall have received all necessary approvals to develop the Property within eighteen (18) months of the Closing, that Purchaser shall commence construction within twelve (12) months of the date on which Purchaser is in receipt of all approvals to develop the Property. The Acquisition Plan shall provide for the rights of MRRA to re-acquire the Property for which the agreed development plan and/or timetable has not been achieved in exchange for a refund of the price previously paid for the Property.

#### 9. **Conditions to MRRA's Obligations.**

The obligation of MRRA under this Agreement to sell the Property to Purchaser (any or all of which may be waived in whole or in part by MRRA at or prior to the Closing):

(a) All material representations and warranties by Purchaser set forth in this Agreement shall be true and correct as of the Closing in all material respects as though such representations and warranties were made as of the Closing Date;

(b) Purchaser shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing;

(c) Purchaser shall have delivered an opinion, in form and substance satisfactory to MRRA, of its legal counsel to the effect that it, and any of its affiliates entering into any of the transactions described in this Agreement, are duly organized and authorized to enter into and carry out the transactions undertaken, and to execute and deliver the documents required to do so, pursuant to this Agreement.

(d) Purchaser and MRRA shall have entered into the Acquisition Plan.

(e) Payment by Purchaser of the Purchase Price.

If any of the foregoing conditions precedent is not satisfied, MRRA shall have the option to (i) terminate this Agreement by written notice thereof to Purchaser at any time through and including the Closing at issue, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise

expressly provided in this Agreement); or (ii) with respect to Sections (a) or (b) above, exercise any and all legal right or remedy available to MRRA under this Agreement or at law or in equity.

**10. Condition of Purchaser's Obligations.**

The obligation of Purchaser under this Agreement to buy the Property from MRRA at Closing is subject to the satisfaction of all of the following conditions (any or all of which may be waived in whole or in part by Purchaser at or prior to the Closing):

(a) All material representations and warranties by MRRA set forth in this Agreement shall be true and correct as of the Closing in all material respects as though such representations and warranties were made as of the Closing at issue;

(b) MRRA shall have performed, observed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing;

(c) Title to the Property shall be good and marketable in accordance with the standards adopted by the Maine State Bar Association, but subject to the Permitted Encumbrances. MRRA shall execute such affidavits as Purchaser's title company may reasonably require;

(d) Purchaser shall be reasonably satisfied with any survey on the Property that MRRA may be obligated to provide by other provisions of this Agreement; and

(e) Purchaser shall not have terminated this Agreement as a result of its dissatisfaction with inspections as provided above; and

(f) MRRA shall have delivered an opinion, in form and substance satisfactory to Purchaser, of its legal counsel to the effect that it, and any of its affiliates entering into any of the transactions described in this Agreement, are duly organized and authorized to enter into and carry out the transactions undertaken, and to execute and deliver the documents required to do so, pursuant to this Agreement.

(g) Purchaser and MRRA shall have entered into the Acquisition Plan with respect to the Property.

If any of the foregoing conditions precedent is not satisfied, Purchaser shall have as its sole remedy the right to terminate this Agreement, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise expressly provided in this Agreement).

**11. Closing Deliverables.**

(a) At the Closing, MRRA shall execute, notarize (where appropriate), and deliver to Purchaser:

(i) a fully executed and acknowledged Quitclaim Deed with Covenant ("Deed") in a form reasonably acceptable to Purchaser;

(ii) a Non-Foreign Affidavit pursuant to the Foreign Investment in Real Property Tax Act, as amended;

(iii) all documents reasonably required by the Title Company such as an owner's affidavit including a statement that all real estate taxes have been paid, settled, and cleared, which are reasonably necessary in order for said title company to issue an ALTA form owner's title insurance policy to Purchaser; and

(iv) a fully executed and acknowledged reciprocal easement or other easements described in Section 2 above in such form as the parties may agree, together with such other documents as are reasonably requested by Purchaser's counsel.

(b) At the Closing, Purchaser shall deliver to MRRA the Purchase Price and a fully executed and acknowledged reciprocal easement or other easements described in Section 2 above in such form as the parties may agree.

(c) Purchaser and MRRA shall each execute and deliver to the other at the Closing any and all other documents customarily delivered at closings for similar transactions in Maine, as well as any and all other documents reasonably requested by the other.

12. **Possession.** At the Closing, MRRA shall deliver to Purchaser actual possession of the Property being purchased subject to the Permitted Encumbrances and any easements contemplated by this Agreement.

13. **Transfer Taxes.** At the Closing, MRRA and Purchaser shall each pay their share of real estate transfer taxes, as applicable.

14. **Apportionments.**

(a) At the Closing, all real estate taxes applicable to the Property being acquired for the tax year in which Closing occurs shall be apportioned between MRRA and Purchaser as of the Closing Date,.

(b) All utilities, water charges and sewer charges shall be prorated by Purchaser and MRRA at the Closing based upon the applicable billing period for each such charge.

(c) The provisions of this Section shall survive the Closing.

15. **Fire and Casualty.** The risk of loss with respect to the Property shall remain on MRRA until the Closing.

16. **Binding Obligations.** Except as otherwise provided in this Agreement, Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of MRRA, which MRRA may reasonably withhold. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and bind the respective successors and assigns of MRRA and Purchaser.

17. **Brokers.** Purchaser and MRRA each represent to the other that it has not dealt with any broker or other person who may be entitled to a real estate broker's commission or a finder's fee in connection with the transaction contemplated by this Agreement. MRRA and Purchaser shall each defend, indemnify and hold the other harmless against all damages, liability, losses, costs and expenses incurred as a result of any claim for a commission or fee by any broker, agent, finder or person who shall have dealt with MRRA or Purchaser, as applicable, in connection with this transaction. The provisions of this Section shall survive the Closing or sooner termination of this Agreement.

18. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be personally delivered, delivered by reputable overnight courier or mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address below set forth, or at such other address as such other party shall designate by notice. Such notices shall be effective when dispatched, except that the time period within which any party may respond to a notice pursuant to this Agreement shall not commence until the earlier of such party's actual receipt of such notice, the third business day after dispatch in the case of notices by certified mail, or the first business day after dispatch for timely next day delivery by overnight delivery.

If to MRRA:

Steven H. Levesque, Executive Director  
Midcoast Regional Redevelopment Authority  
2 Pegasus Street, Suite 1, Unit 200  
Brunswick, ME 04011

With a copy to:

John S. Kaminski, Esq.  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, ME 04101

If to Purchaser:

Priority Real Estate Group, LLC  
2 Main Street  
Topsham, ME 04086

With a copy to:

John Moncure, Esq  
MONCURE & BARNICLE  
9 Bowdoin Mill Island  
Topsham, ME 04086

19. **Recording.** This Agreement shall not be recorded.

20. **Whole Agreement; Amendments; Survival.** This Agreement sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions. Any exhibits and riders referred to above constitute part of this Agreement. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to this transaction, shall be valid unless the same be in writing specifically referring to this Agreement and signed by the party against whom enforcement of same is sought. Except for the provisions of this Agreement which expressly contemplate survival of the Closing or earlier termination of this Agreement, (i) none of the terms of this Agreement shall survive the Closing or early termination of this Agreement, and (ii) if the Closing occur, the delivery and acceptance of the documents executed and delivered at the Closing shall effect a merger and be deemed to establish the full performance of the parties under this Agreement, except for the provisions of this Agreement which expressly survive the Closing.

21. **Counterparts.** This Agreement may be executed electronically by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Agreement.

22. **Holidays.** Wherever this Agreement provides for a date, day or period of time on or prior to which actions or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following business day.

23. **Governing Law.** This Agreement and all issues arising hereunder shall be governed by the laws of the State of Maine.

24. **Time of the Essence.** Time is of the essence of this Agreement.

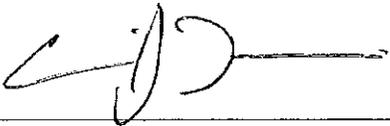
25. **Purchaser's Default.** In the event Purchaser shall default in the observance or performance of any of its obligations under this Agreement, then MRRA shall have the right: (i) to specific performance; (ii) to terminate this Agreement and retain the Deposit; (iii) to bring an action against Purchaser for actual damages, or (iv) to exercise any other right or remedy available to MRRA at law or in equity. MRRA's remedies shall be cumulative.

26. **MRRA's Default.** In the event MRRA shall default in the observance or performance of any of its obligations under this Agreement, then Purchaser shall have the right: (i) to terminate this Agreement, and receive a prompt refund of the Deposit; (ii) to bring an action against MRRA for specific performance; (iii) to bring an action against MRRA for actual

damages, or (iv) to exercise any other right or remedy available to Purchaser at law or in equity. Purchaser's remedies shall be cumulative, but no other remedies at law or in equity shall be available against MRRA, provided, however, that in no event shall damages shall be recoverable as a result of a failure of title or attributable to any damages incurred by Purchaser other than actual expenditures reasonably incurred subsequent to the date of this Agreement and prior to the Closing.

In Witness Whereof, the parties have executed this Agreement as of the date and year first above written.

Witness:

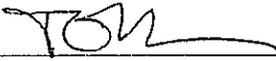


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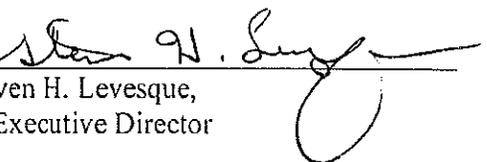
Priority Real Estate Group/LLC

By:   
James G. Howard, Manager

Midcoast Regional Redevelopment  
Authority



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By:   
Steven H. Levesque,  
Its Executive Director

**ADDENDUM TO EXTEND CLOSING DATE  
(Lot 6)**

This Addendum is made and entered into as of the 20<sup>th</sup> day of August, 2015 by and between **Midcoast Regional Redevelopment Authority (MRRA)** and **Priority Real Estate Group, LLC or its assignee entity ("Purchaser")**.

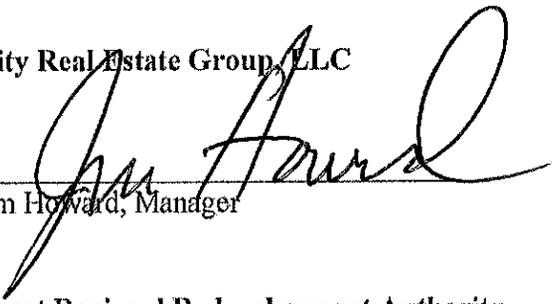
The parties mutually understand and agree as follows:

This Addendum amends the Purchase and Sale Agreement ("Purchase Agreement") entered into between the parties as of August 11, 2014 for the sale to purchase of Lot 6. All of the terms, conditions and provisions in the Purchase Agreement (a) remain in full force and effect, (b) are hereby incorporated herein by reference, and (c) are unchanged except as expressly amended herein.

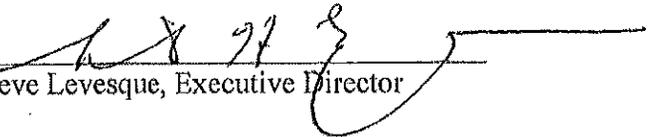
The closing date agreed to under the Purchase and Sale Agreement is hereby extended to on or before August 31, 2016.

**In Witness Whereof**, the parties have executed this Agreement the day and year first written above.

**Priority Real Estate Group, LLC**

BY:   
Jim Howard, Manager

**Midcoast Regional Redevelopment Authority**

BY:   
Steve Levesque, Executive Director

December 4, 2015

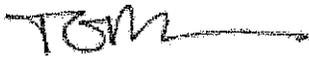
**Subj: Stormwater Discharge**

To Whom It May Concern:

The Midcoast Regional Redevelopment Authority (MRRA) owns, operates, and maintains the storm water system serving Brunswick Landing. MRRA hereby grants permission to the developer of Lot 5 at Brunswick Landing to outlet a storm drain system from Lot 5 into the MRRA enclosed system located in Admiral Fitch Avenue.

If you have any questions or you need any additional information, please contact me at 207-607-4189.

Sincerely,



Thomas E. Brubaker, PE, CEM  
Public Works and Utilities Manager



January 5, 2016

Tom Saucier, P.E.  
Site Design Associates  
23 Whitney Way  
Topsham, Maine 04086

**Subj: Letter of Assurance of Water Utilities**

Tom:

Please allow this letter to confirm that domestic and fire protection water service is provided by the Midcoast Regional Redevelopment Authority to the property at Lot 5 on Allagash Drive, Brunswick Landing, Brunswick, Maine 04011.

If you have any questions or you need any additional information, please contact me at 207-607-4189.

Sincerely,

Thomas E. Brubaker, PE, CEM  
Public Works and Utilities Manager



BRUNSWICK & TOPSHAM  
WATER DISTRICT



**Alan J. Frasier, PE**  
General Manager

**Craig W. Douglas, PE**  
District Engineer

PO Box 489  
Topsham, Maine 04086  
Telephone (207) 729-9956  
Fax (207) 725-6470

**Daniel O. Knowles, CPA**  
Director of Finance and  
Data Management Systems

**William G. Alexander, Jr.**  
Operations Manager

January 19, 2016

Tom Saucier, P.E.  
Site Design Associates  
23 Whitney Way  
Topsham, Maine 04086  
Via email: [tsaucier@sitedesignassociates.biz](mailto:tsaucier@sitedesignassociates.biz)

RE: Brunswick Landing, Lot 5

Dear Mr. Saucier:

This letter is to inform you that the District has the ability to serve the referenced project, and will provide service in accordance with Maine Public Utilities Commission and Brunswick & Topsham Water District Rules and Regulations.

Previous correspondence states the peak flow for the new service is 85gpd, the District is capable of taking on this additional use. This project is currently served from a private main and proposes to extend service from the private main into the building. Please be advised we cannot ensure the reliability of the infrastructure beyond the connections made directly to our system. It would be in your best interest to acquire an ability to serve statement from the manager of the private system you are connecting to.

If you have any questions, please call.

Yours truly,

Tim Herrick  
Technical Support Manager

Cc: Craig Douglas



December 29, 2015

Tom Saucier, P.E.  
Site Design Associates  
23 Whitney Way  
Topsham, Maine 04086

Re: Proposed Convenience Store, Lot 5, Brunswick Landing

Dear Tom:

This letter is to acknowledge receipt of your request on behalf of Brunswick Property Holding, LLC, 2 Main Street, Topsham, on December 29, 2015 for a confirmation of the District's willingness and capacity to serve the above referenced project. I understand the developer proposes to construct a 3,850 SF convenience store with takeout food on lot 5 of the Brunswick Landing subdivision. Anticipated flow is 800 GPD. **The Brunswick Sewer District has willingness and capacity to serve the proposed project.**

The developer/owner will need to secure a sewer entrance permit for the project. For more information about the entrance charge program, please visit us online at <http://www.brunswicksewer.org/ecp.html>. Because the new facility is tying into MRRRA owned sewer, there is no entrance charge for the permit. Brunswick Landing is treated as one whole entity with a grandfathered amount of flow.

Please note the following conditions for approval:

1. Project sanitary sewer service line will be privately owned and maintained in accordance with provisions of District Rules & Regulations.
2. All sewer-related construction will be performed to District standards.
3. All sanitary sewer construction will comply with provisions of the Maine State Plumbing Code

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Robert A. Pontau Jr., PE  
Assistant General Manager

CC: Darcy Dutton, Accounts Specialist/Permitting, Brunswick Sewer District  
Wesley Wharff, Collections Supervisor, Brunswick Sewer District

February 4, 2016

Brunswick Property Holdings, LLC  
2 Main Street  
Topsham, Maine 04086

**Re: Design Review for Rusty Lantern Market Convenience Store**

Mr. Howard:

The Design Review Committee of the Midcoast Regional Redevelopment Authority (MRRA) has reviewed your design for the proposed Rusty Lantern Market Convenience Store project at 146 Bath Rd (Lot 5, MRRA subdivision plan), Brunswick Landing, Brunswick, Maine 04011.

The Committee determined that the design of the proposed project as submitted is consistent with MRRA's Design Guidelines.

If you have any questions or you need any additional information, please contact me at 207-607-4188.

Sincerely,



Robert J Rocheleau  
Property Manager



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE  
GOVERNOR

AVERY T. DAY  
ACTING COMMISSIONER

December 2015

Brunswick Property Holdings, LLC  
Attn: Wes Thames  
2 Main Street  
Topsham, ME 04086

RE: Stormwater Management Law Application, Brunswick, DEP #L-26771-NJ-A-N

Dear Mr. Thames:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit, please contact me directly. I can be reached at (207) 523-9807 or at [david.cherry@maine.gov](mailto:david.cherry@maine.gov).

Sincerely,

David Cherry, Project Manager  
Bureau of Land Resources

pc: File

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826

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

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

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



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

BRUNSWICK PROPERTY HOLDINGS, LLC ) STORMWATER MANAGEMENT LAW  
Brunswick, Cumberland County )  
CONVENIENCE STORE )  
L-26771-NJ-A-N (approval) ) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. § 420-D, and Chapters 500, 501, and 502 of the Department's Regulations, the Department of Environmental Protection has considered the application of BRUNSWICK PROPERTY HOLDINGS, LLC with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct a stormwater management system for a 3,500-square foot convenience store, gasoline canopy, and associated parking with 1.4 acres of impervious area and 2.6 acres of developed area. The project is indicated on a set of plans, the first of which is entitled "Grading, Drainage, and Erosion Control Plan," prepared by Site Design Associates and dated November 2014, with a latest revision date on any of the sheets of November 11, 2015. The project site is located on Bath Road in the Town of Brunswick.

The applicant submitted a Permit by Rule Notification Form (PBR #60797) pursuant to the Natural Resources Protection Act (NRPA), which states that activities adjacent to protected natural resources will be performed in accordance with Chapter 305, Section 2 of the NPRA. PBR #60797 was approved by the Department on December 11, 2015.

B. Current Use of the Site: The project parcel is approximately 2.67 acres in size and is identified as Lot 40 on Map 40 of the Town of Brunswick's tax maps. The site of the proposed project is currently woodland. There are no structures on the property.

2. STORMWATER STANDARDS:

The proposed project includes approximately 2.6 acres of developed area, of which 1.4 acres is impervious area. It lies within the watershed of the Androscoggin River. The applicant submitted a stormwater management plan based on the Basic and General Standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of a grassed underdrained soil filter.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, BLR. The applicant will be responsible for the maintenance of the stormwater management system.

Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(B).

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards, and recommended that the applicant's design engineer or other qualified engineer oversee the construction of the underdrained soil filter to insure that it is installed in accordance with the details and notes specified on the approved plans.

Within 30 days from completion of the underdrained soil filter or at least once per year, the applicant must submit a log of inspection reports detailing the items inspected, photographs taken, and the dates of each inspection to the BLR for review.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic and General Standards.

The Department further finds that the proposed project will meet the Chapter 500 standards for discharge to freshwater wetlands.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Section 420-D, and Chapters 500, 501 and 502 of the Department's Regulations:

- A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity provided grit and sediment materials are properly disposed of as described in Finding 2(A).
- B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards provided construction of the underdrained soil filter is overseen and documented as described in Finding 2(B).
- C. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 standards for discharge to freshwater wetlands.

THEREFORE, the Department APPROVES the above noted application of BRUNSWICK PROPERTY HOLDINGS, LLC to construct a stormwater management system as described above in Brunswick, Maine, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

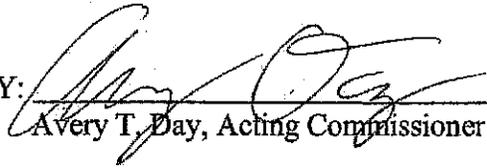
1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this order, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

- 4. Storm sewer grit and sediment materials removed from stormwater control structures shall be disposed of in compliance with the Maine Solid Waste Management Rules.
- 5. The applicant shall retain the design engineer or other qualified engineer to oversee the construction of the underdrained soil filter according to the details and notes specified on the approved plans. Within 30 days of completion of the underdrained soil filter or at least once per year, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 29<sup>th</sup> DAY OF December, 2015.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:   
 Avery T. Day, Acting Commissioner

Filed  
 DEC 29 2015  
 State of Maine  
 Board of Environmental Protection

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

DC/L26771AN/ATS#79799

**STORMWATER STANDARD CONDITIONS****STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL**

**Standard conditions of approval.** Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S.A. §420-D(8) and is subject to penalties under 38 M.R.S.A. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the developer, and the owner and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance

with the approval and conditions. Completed certification forms must be forwarded to the department.

- (7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the department.
- (8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
  - (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
  - (b) All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the facilities.
  - (c) The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.
- (9) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

November 16, 2005 (revised December 27, 2011)



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

Applicant: Priority Real Estate Group  
Project Location: 2 Maine Street, Topsham, ME  
Brunswick Tax Map 40, Lot(s) #37, 40  
Project: Mixed-Use Commercial  
Identification #: Reg. 01-00182-A-N  
Permit Category: 200+ PCE  
Traffic Engineer: Eaton Traffic Engineering  
Attn: Bill Eaton, PE  
67 Winter Street, Suite 1  
Topsham, ME 04086

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the MaineDOT's Regulations, the Maine Department of Transportation has considered the application of Priority Real Estate Group with supportive data, agency review and other related materials on file.

**PROJECT DESCRIPTION**

The applicant proposes to construct: The project consists of the development of two lots with multiple retail uses including a convenience market with fueling, a high-turnover coffee shop, office space, banking and a restaurant. The project is estimated to generate 360 trip ends during a typical weekday PM peak hour. The project is proposing to access the site via a signalized full movement entrance located on Route 24 (Bath Road) and an unsignalized secondary entrance onto Admiral Fitch Ave

**Findings**

Based on a review of the files and related information, MaineDOT approves the Traffic Movement Permit Application of Priority Real Estate Group subject to the following conditions:

**MITIGATION**

The mitigation is intended to describe that conceptually shown on the following plans provided by Site Design Associates.:

- 1. "Conceptual Site Plan", Rev. A, Dated: 07-14-15

If the descriptions contained herein conflict with the plans, these descriptions shall take precedence over the plans. Not all of the mitigation discussed herein maybe shown on those or any plan. The following mitigation shall be constructed or implemented to MaineDOT's satisfaction prior to the opening of the facility, unless otherwise approved by MaineDOT.

**On-Site Mitigation**

**General Requirements For All Entrances**



PRINTED ON RECYCLED PAPER

A. The entrances shall provide overhead illumination, if not existing, to illuminate the intersections per MaineDOT standards at a minimum. Overhead lighting shall have an average of 0.6 to 1.0 foot candles, with the maximum to minimum lighting ratio of not more than 10:1 and an average to minimum light level of not more than 4:1.

**Off-Site Mitigation**

**Intersection of Route 24 (Bath Road) / Merrymeeting Plaza / Lot 5 Entrance**

Construct a dedicated left-turn lane on Route 24 West with appropriate taper, deceleration and storage lengths.

Adjust the signal timing to accommodate the proposed entrance and the new dedicated left-turn lane. Evaluate the traffic signal operation after full build out to confirm predicted levels of service.

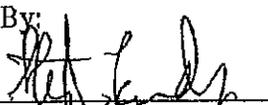
**Overall Requirements**

A. Provide all necessary auxiliary signs, striping and pavement markings to implement the improvements described herein according to MaineDOT and/or National standards.

B. All plantings and signs (existing and/or proposed; permanent and/or temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage, plantings or structures shall be allowed within the "clear zone" if they constitute a deadly fixed object as determined by MaineDOT. All signs shall meet MRSA Title 23, Chapter 21, Section 1914: "On-Premise Signs".

C. If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect / inaccurate, the applicant shall request in writing from MaineDOT a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.

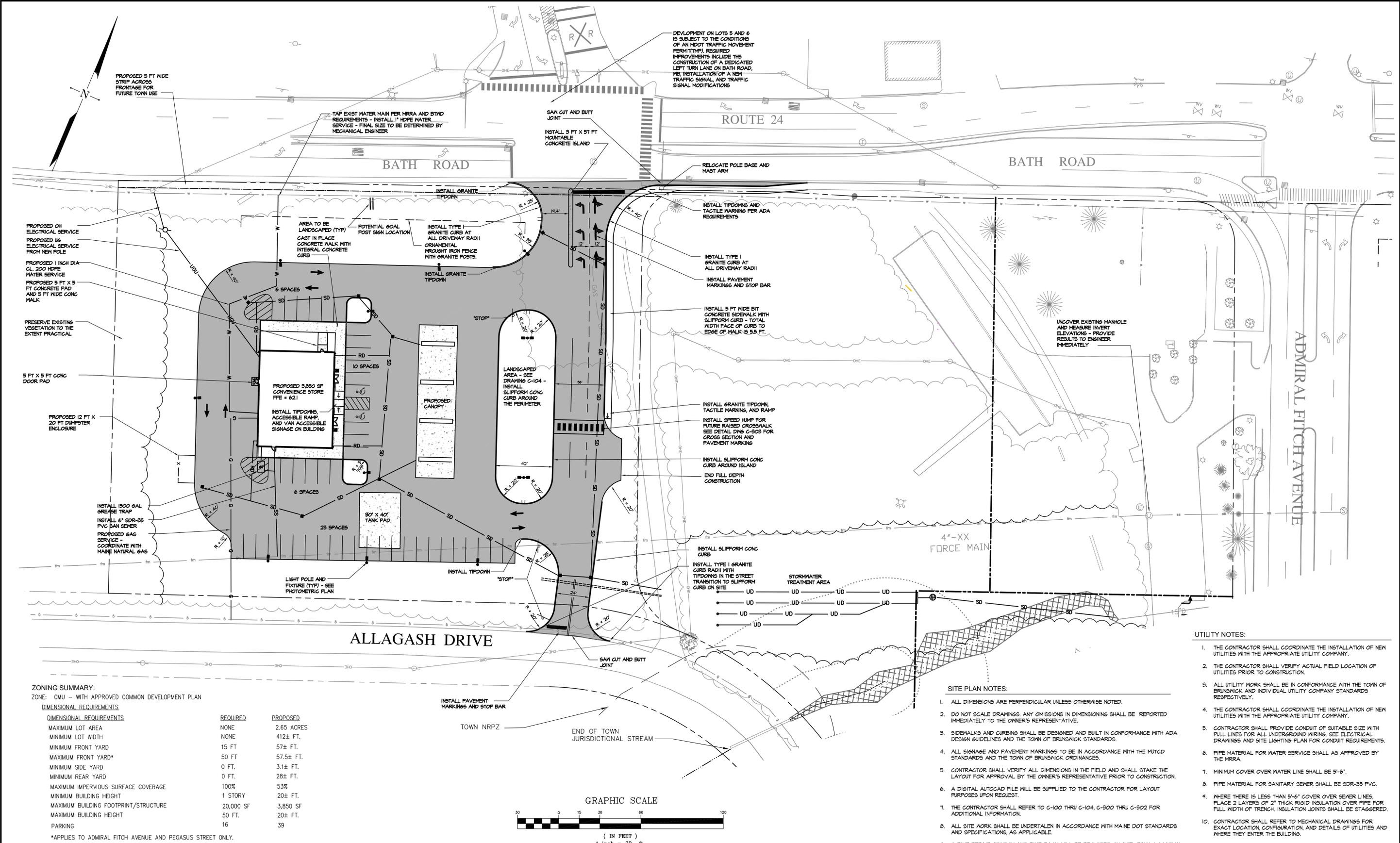
D. Because the proposed project affects the State Highway and drainage systems and requires improvement to that system, the applicant must obtain approval of the design plans and coordinate work through MaineDOT's State Traffic Engineer or Assistant State Traffic Engineer, who can be reached at (207) 624-3620 in Augusta.

By:   
Stephen Landry, P.E.  
State Traffic Engineer

Date: 11/23/15





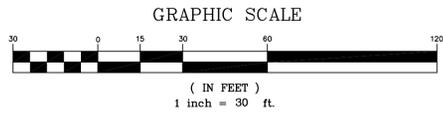


**ZONING SUMMARY:**  
 ZONE: CMU - WITH APPROVED COMMON DEVELOPMENT PLAN

DIMENSIONAL REQUIREMENTS		
REQUIRED	PROPOSED	
MAXIMUM LOT AREA	NONE	2.65 ACRES
MINIMUM LOT WIDTH	NONE	412± FT.
MINIMUM FRONT YARD	15 FT	57± FT.
MAXIMUM FRONT YARD*	50 FT	57.5± FT.
MINIMUM SIDE YARD	0 FT.	3.1± FT.
MINIMUM REAR YARD	0 FT.	28± FT.
MAXIMUM IMPERVIOUS SURFACE COVERAGE	100%	53%
MINIMUM BUILDING HEIGHT	1 STORY	20± FT.
MAXIMUM BUILDING FOOTPRINT/STRUCTURE	20,000 SF	3,850 SF
MAXIMUM BUILDING HEIGHT	50 FT.	20± FT.
PARKING	16	39

\*APPLIES TO ADMIRAL FITCH AVENUE AND PEGASUS STREET ONLY.

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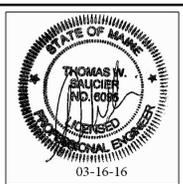
**UTILITY NOTES:**

1. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF NEW UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
2. THE CONTRACTOR SHALL VERIFY ACTUAL FIELD LOCATION OF UTILITIES PRIOR TO CONSTRUCTION.
3. ALL UTILITY WORK SHALL BE IN CONFORMANCE WITH THE TOWN OF BRUNSWICK AND INDIVIDUAL UTILITY COMPANY STANDARDS RESPECTIVELY.
4. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF NEW UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
5. CONTRACTOR SHALL PROVIDE CONDUIT OF SUITABLE SIZE WITH FULL LINES FOR ALL UNDERGROUND WIRING. SEE ELECTRICAL DRAWINGS AND SITE LIGHTING PLAN FOR CONDUIT REQUIREMENTS.
6. PIPE MATERIAL FOR WATER SERVICE SHALL AS APPROVED BY THE MRRRA.
7. MINIMUM COVER OVER WATER LINE SHALL BE 5'-6".
8. PIPE MATERIAL FOR SANITARY SEWER SHALL BE SDR-35 PVC.
9. WHERE THERE IS LESS THAN 5'-6" COVER OVER SEWER LINES, PLACE 2 LAYERS OF 2" THICK RIGID INSULATION OVER PIPE FOR FULL WIDTH OF TRENCH. INSULATION JOINTS SHALL BE STAGGERED.
10. CONTRACTOR SHALL REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATION, CONFIGURATION, AND DETAILS OF UTILITIES AND WHERE THEY ENTER THE BUILDING.

**SITE PLAN NOTES:**

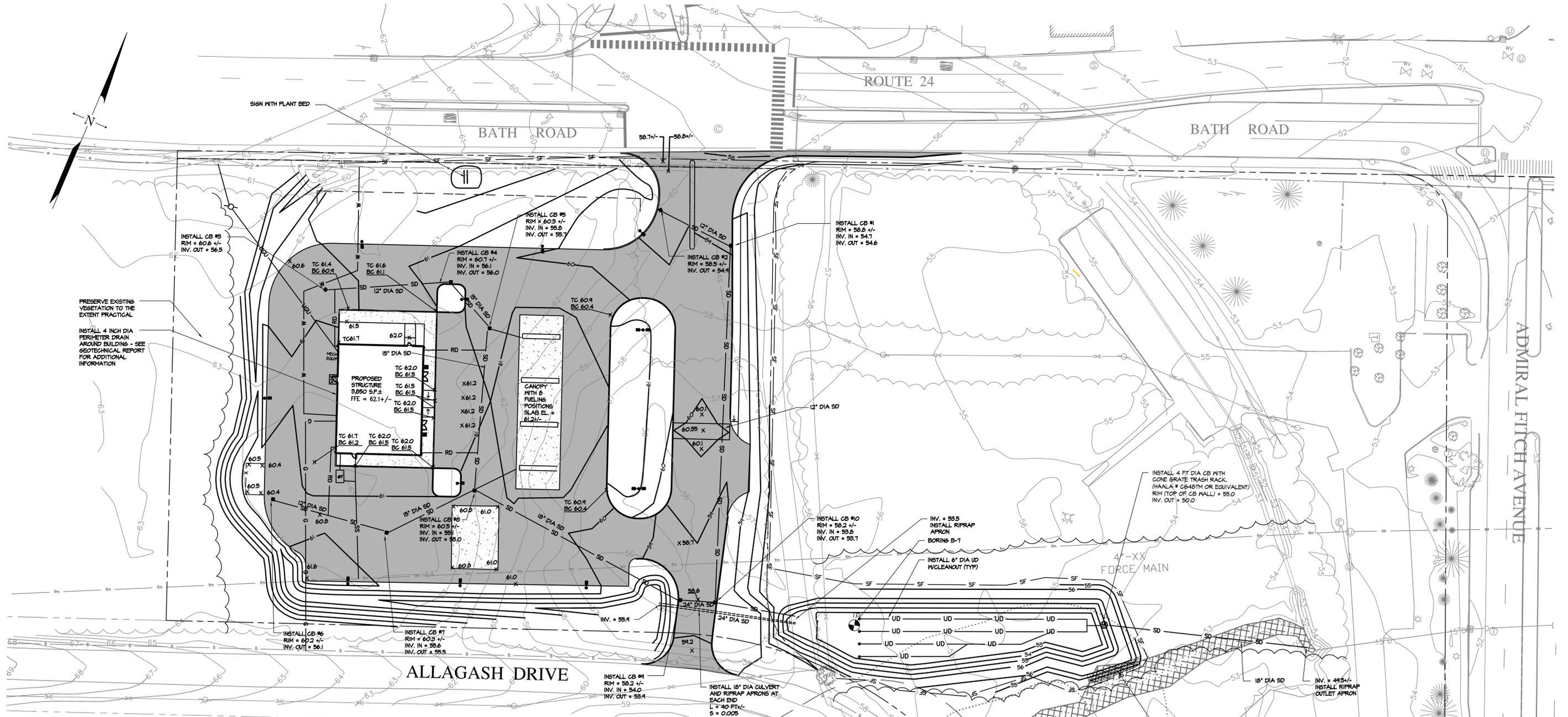
1. ALL DIMENSIONS ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. DO NOT SCALE DRAWINGS. ANY OMISSIONS IN DIMENSIONING SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
3. SIDEWALKS AND CURBINGS SHALL BE DESIGNED AND BUILT IN CONFORMANCE WITH ADA DESIGN GUIDELINES AND THE TOWN OF BRUNSWICK STANDARDS.
4. ALL SIGNAGE AND PAVEMENT MARKINGS TO BE IN ACCORDANCE WITH THE MUTCD STANDARDS AND THE TOWN OF BRUNSWICK ORDINANCES.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL STAKE THE LAYOUT FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
6. A DIGITAL AUTOCAD FILE WILL BE SUPPLIED TO THE CONTRACTOR FOR LAYOUT PURPOSES UPON REQUEST.
7. THE CONTRACTOR SHALL REFER TO C-100 THRU C-104, C-300 THRU C-302 FOR ADDITIONAL INFORMATION.
8. ALL SITE WORK SHALL BE UNDERTAKEN IN ACCORDANCE WITH MAINE DOT STANDARDS AND SPECIFICATIONS, AS APPLICABLE.
9. A BIKE REPAIR STATION AND BIKE RACK WILL BE PROVIDED ON SITE. FINAL LOCATION TO BE DETERMINED IN THE FIELD BY THE OWNER IN CONJUNCTION WITH TOWN STAFF.

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D	02/22/16	ADJUSTED SITE LAYOUT	DEPT	TWS	TWS						
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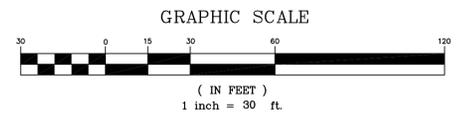
**Site Design Associates**  
 Consulting Engineering & Land Planning  
 23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275  
**BRUNSWICK PROPERTY HOLDINGS, LLC**  
 2 MAIN STREET, TOPSHAM, MAINE 04086

DESIGN: TWS	PROJECT: PROPOSED CONVENIENCE STORE
DRAWN: DEPT.	LOT 5, BATH RD BRUNSWICK LANDING, BRUNSWICK, ME
CHKD: TWS	<b>SITE PLAN</b>
DATE: JAN 2016	PROJ. NO.
SCALE: 1"=30'	DWG. NO.
	REV. E



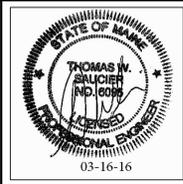
**GRADING & DRAINAGE NOTES:**

- PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DISSAFE AND BE PROVIDED WITH A DISSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
- CONTRACTOR SHALL VERIFY EXISTING GRADES AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND PLANTING BEDS.
- CONTRACTOR TO ADJUST EXISTING AND PROPOSED UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN-OUTS, UTILITY MANHOLES, CATCH BASINS, INLETS, ETC) THAT ARE AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- WHERE PROPOSED GRADES MEET EXISTING GRADES, CONTRACTOR SHALL BLEND GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND NEW WORK. FONDING AT TRANSITION AREAS WILL NOT BE ALLOWED.
- CONTRACTOR SHALL PROVIDE A FINISHED PAVEMENT SURFACE FREE OF LOW SPOTS AND FONDING AREAS.
- ALL WALKS SHALL HAVE A 2% CROSS SLOPE.
- ALL DRAINAGE PIPE SHALL BE SMOOTH INTERIOR, CORRUGATED EXTERIOR, HOPE, 1/2 AS MANUFACTURED BY ADS IN 12" DIAMETER SIZE UNLESS CALLED OUT DIFFERENTLY ON THE PLAN.
- THE CONTRACTOR SHALL INSTALL CATCH BASIN INLET PROTECTION AT ALL CATCH BASIN INLETS WITHIN THE DISTURBED AREA AND BE RESPONSIBLE FOR TAKING ALL NECESSARY EROSION CONTROL MEASURES. SEE SHEET C-300.
- THE CONTRACTOR SHALL INSTALL ALL NECESSARY EROSION CONTROL MEASURES. SEE SHEET C-300 FOR EROSION CONTROL NOTES, SEQUENCE AND DETAILS.
- ALL UNSUITABLE AND UNUSED MATERIALS WHICH CAN NOT BE DISPOSED OF ON SITE SHALL BE REMOVED AND DISPOSED OF OFF SITE BY THE CONTRACTOR IN ACCORDANCE WITH ALL STATE AND LOCAL LAWS.
- CONTRACTOR TO INSTALL A 4" FOUNDATION PERIMETER DRAIN AROUND ENTIRE FOUNDATION. OUTLET PIPE TO DAYLIGHT. INSTALL RODENT GUARD ON OPEN END OF PIPE. SEE STRUCTURAL DRAWINGS FOR FOUNDATION INFORMATION.
- IF OTHER THAN GRANULAR/SANDY SUBGRADE MATERIALS ARE ENCOUNTERED, THE GEOTECHNICAL ENGINEER, FESSenden, GEO-ENVIRONMENTAL, SHOULD BE CONSULTED REGARDING THE INSTALLATION OF PAVEMENT UNDERDRAINAGE. SEE GEOTECHNICAL REPORT FOR MORE INFORMATION.



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D	02/02/16	FOR PLANNING BOARD DEVELOPMENT REVIEW	DEPT	TWS	TWS						
C	12/11/15	REVISED GUSF GRADING	DEPT	TWS	TWS						
B	11/11/15	REVISED PER DEP COMMENTS	DEPT	TWS	TWS						
A	10/8/15	FOR DEP STORMWATER PERMIT	DEPT	TWS	TWS						

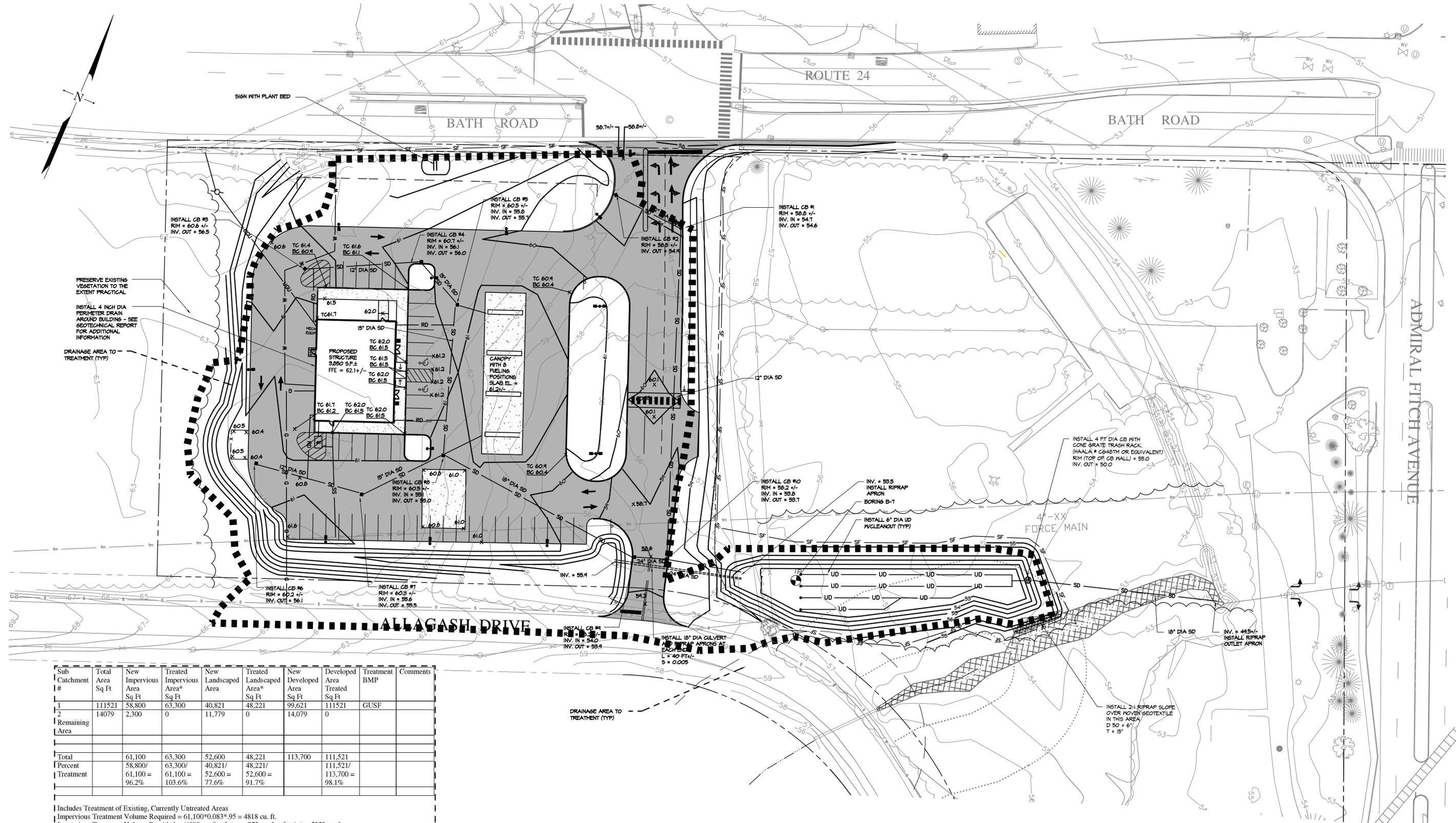


**Site Design Associates**  
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 23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275  
 CLIENT: **BRUNSWICK PROPERTY HOLDINGS, LLC**  
 2 MAIN STREET, TOPSHAM, MAINE 04086

DESIGN: TWS  
 DRAWN: DEPT.  
 CHKD: TWS  
 DATE: NOV. 2014  
 SCALE: 1"=30'

PROJECT: **PROPOSED CONVENIENCE STORE**  
 LOT 5, BATH RD BRUNSWICK LANDING, BRUNSWICK, ME  
**GRADING, DRAINAGE, AND EROSION CONTROL PLAN**  
 PROJ. NO. \_\_\_\_\_  
 DWG. NO. \_\_\_\_\_  
 REV. F

Drawing Name: P:\2014 Projects\14-204-00-Brunswick Property Holdings Lot 5.dwg / Plot Date: / Time: Mon, 10/16/2014 10:46:46 AM



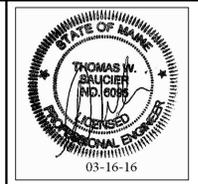
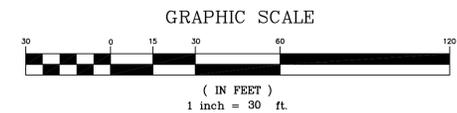
Sub Catchment #	Total Area Sq Ft	New Impervious Area Sq Ft	Treated Impervious Area* Sq Ft	New Landscaped Area	Treated Landscaped Area* Sq Ft	New Developed Area Sq Ft	Developed Area Treated Sq Ft	Treatment BMP	Comments
1	111521	58,800	63,300	40,821	48,221	99,621	111521	GUSF	
2	14079	2,300	0	11,779	0	14,079	0		
Remaining Area									
Total		61,100	63,300	52,600	48,221	113,700	111,521		
Percent		58,800/	63,300/	40,821/	48,221/	111,521/	113,700 =		
Treatment		61,100 =	61,100 =	52,600 =	52,600 =	113,700 =	98.1%		
		96.2%	103.6%	77.6%	91.7%				

Includes Treatment of Existing, Currently Untreated Areas  
 Impervious Treatment Volume Required = 61,100 \* 0.083 \* 95 = 4818 cu. ft.  
 Impervious Treatment Volume Provided = (4880 cu. ft. of new + 373 cu. ft. of exist) = 5253 cu. ft.  
 Landscaped Treatment Volume Required = 1389 cu. ft.  
 Landscape Treatment Volume Provided = (1347 cu. ft. of new + 244 cu. ft. of exist) = 1591 cu. ft.  
 Total Treatment Volume of New Area Required = 6207 cu. ft.  
 Total Treatment Volume of New Area Provided = 6227 cu. ft.  
 Total Treatment Volume Required = 6207 cu. ft.  
 Total Treatment Volume Provided = 6844 cu. ft.

Drawn: Mace, P. 1/24/16 Project: 1511-204-00 Brunswick Property Holdings Lot 5, Bath Road / Date: 03/16/16 / Time: 10:16:16 / 6:47 PM

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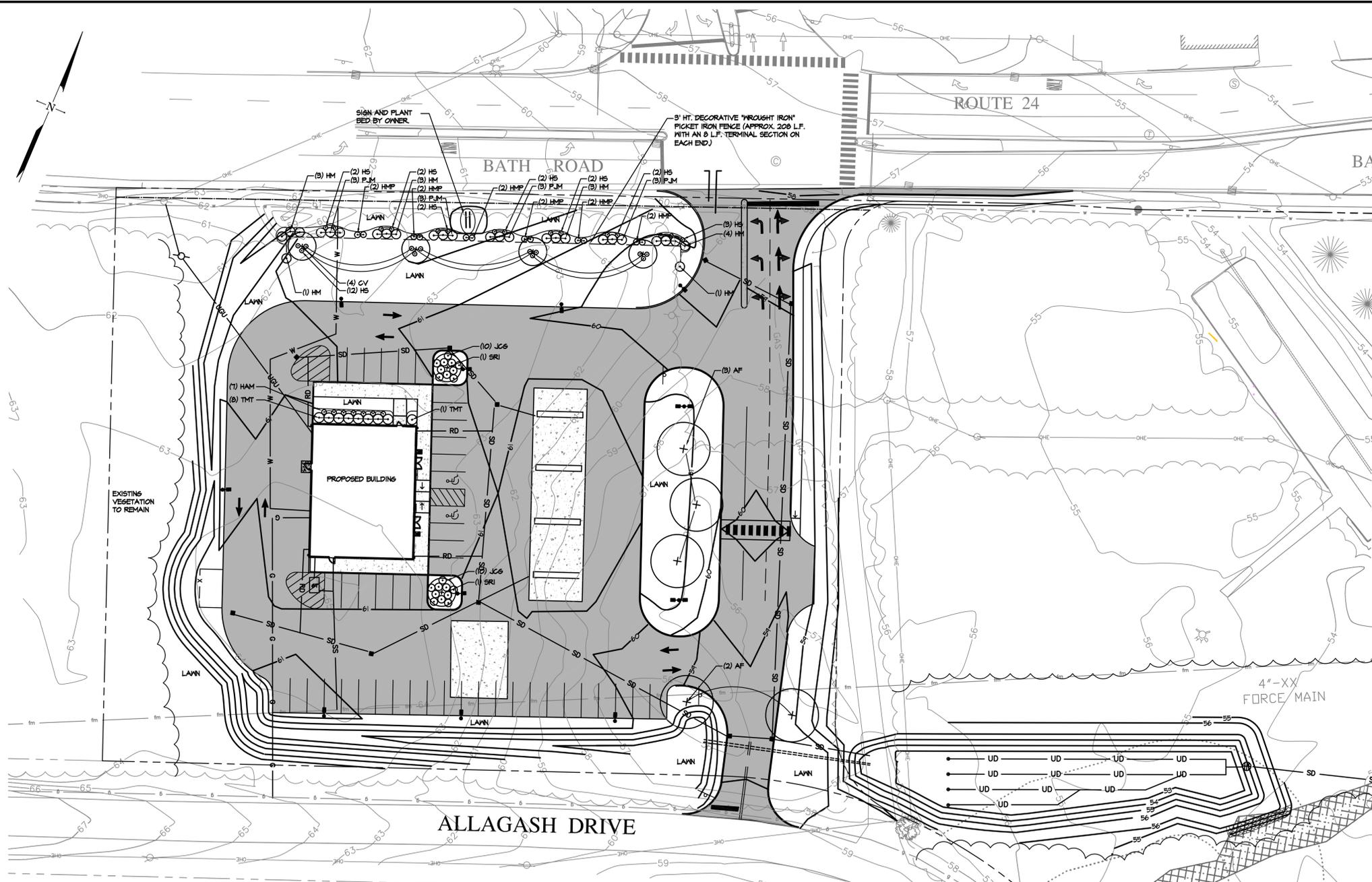
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 2 MAIN STREET, TOPSHAM, MAINE 04086

DESIGN: TWS  
 DRAWN: DEPT.  
 CHKD: TWS  
 DATE: JAN 2016  
 SCALE: 1"=30'

PROJECT: **PROPOSED CONVENIENCE STORE**  
 LOT 5, BATH ROAD BRUNSWICK LANDING, BRUNSWICK, ME  
**STORMWATER TREATMENT PLAN**  
 PROJ. NO. \_\_\_\_\_ REV. \_\_\_\_\_  
 DWG. NO. \_\_\_\_\_  
**C-103**

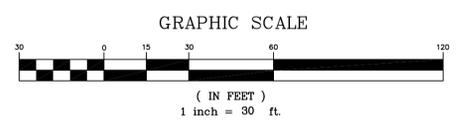


**LANDSCAPE NOTES:**

1. PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DIGSAFE AND BE PROVIDED WITH A DIGSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
2. LANDSCAPE CONTRACTOR IS ENCOURAGED TO PROVIDE THE LANDSCAPE ARCHITECT WITH CONCERNS AND/OR SUGGESTIONS WITH REGARDS TO PROPOSED PLANT MATERIAL SELECTION PRIOR TO PLACING A PURCHASE ORDER.
3. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN GRAPHICALLY ON THIS DRAWING. CLARIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT PRIOR TO PRICING ANY PLANT MATERIAL.
4. ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE LATEST EDITION OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S "AMERICAN STANDARD OF NURSERY STOCK".
5. ALL PLANT MATERIALS ARE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AT THE SITE. PLANTS WHICH ARE REJECTED SHALL BE REMOVED FROM THE SITE IMMEDIATELY AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
6. ALL TREES AND SHRUBS TO BE BALLED IN BURLAP OR CONTAINERIZED.
7. MULCH FOR PLANTED AREAS TO BE AGED SPRUCE AND FIR BARK, PARTIALLY DECOMPOSED, DARK BROWN IN COLOR AND FREE OF WOOD CHIPS THICKER THAN 1/4 INCH.
8. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES AND PLANTING BEDS.
9. NO PLANTS SHALL BE PLANTED BEFORE ACCEPTANCE OF ROUGH GRADING AND BEFORE CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
10. ALL SHRUB GROUPINGS SHALL BE INCORPORATED INTO BEDS. WHERE MULCHED PLANT BED ADJUTS LAWN, CONTRACTOR SHALL PROVIDE A TURF CUT EDGE.
11. ALL TREES ALONG WALK AND PARKING AREAS SHALL BEGIN BRANCHING AT 6' HT. MIN.
12. ALL PLANT MATERIAL OR REPRESENTATIVE SAMPLES SHALL BE LESIBLY TAGGED WITH PROPER COMMON AND BOTANICAL NAMES. TAGS SHALL REMAIN ON THE PLANTS UNTIL FINAL ACCEPTANCE.
13. CONTRACTOR SHALL LOAMED DISTURBED AREAS AS FOLLOWS:  
 - LAWN AREAS 6" DEPTH OF TOPSOIL  
 - CURBED PARKING LOT ISLANDS 24" DEPTH OF TOPSOIL
14. SEED MIXTURES FOR LAWN AREAS SHALL BE: SEED TYPE & BY WEIGHT CREEPING RED FESCUE (MIN. 2 VARIETIES) 55%, KENTUCKY BLUEGRASS (MIN. 2 VARIETIES) 30%, PERENNIAL RYE GRASS 15%. SEEDING RATE PER 1,000 SQ.FT. TO BE PER DISTRIBUTOR'S RECOMMENDATION (3 LBS. MIN.)
15. CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND WILL CONTINUE UNTIL FINAL ACCEPTANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS OF WATERING AND MAINTENANCE.
16. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE (1) FULL YEAR FROM DATE OF FINAL ACCEPTANCE.
17. SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPINGED UPON BY PROPOSED PLANTINGS OR LANDSCAPE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND OR GAFFED OR DEMOLISHED AS REQUIRED.

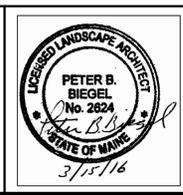
**PLANT LIST:**

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	COMMENTS
<b>DECIDUOUS &amp; EVERGREEN TREES</b>					
<b>TREES</b>					
AF	ACER X FREEMANI 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	5	2.5" CAL.	SINGLE LEADER, B4B
CV	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	4	1.5" CAL.	SINGLE LEADER, B4B
SRI	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2	1.5' HT.	SINGLE LEADER, B4B
<b>SHRUBS, GROUNDCOVERS &amp; HERBACEOUS MATERIALS</b>					
HAM	HOSTA AUGUST MOON	AUGUST MOON HOSTA	7	1 GAL.	-
HS	HEMEROCALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	25	1 GAL.	-
HM	HYDRANGEA M. 'ENDLESS SUMMER'	ENDLESS SUMMER HYDRANGEA	15	24" HT.	FULL & BUSHY
HMP	HYDRANGEA M. 'MINI-PENNY'	MINI-PENNY HYDRANGEA	10	18" HT.	FULL & BUSHY
JCG	JUNIPERUS CHINENSIS 'CASINO GOLD'	CASINO GOLD CHINESE JUNIPER	20	24" SPD.	FULL & BUSHY
TMT	TAXUS X M. 'TAUNTONII'	TAUNTON YEW	9	24" HT.	FULL & BUSHY
PJM	RHODODENDRON P.J.M. 'COMPACT'	COMPACT P.J.M. RHODODENDRON	12	24" HT.	FULL & BUSHY



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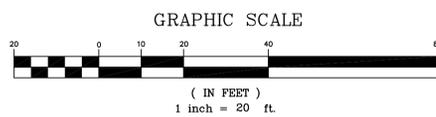
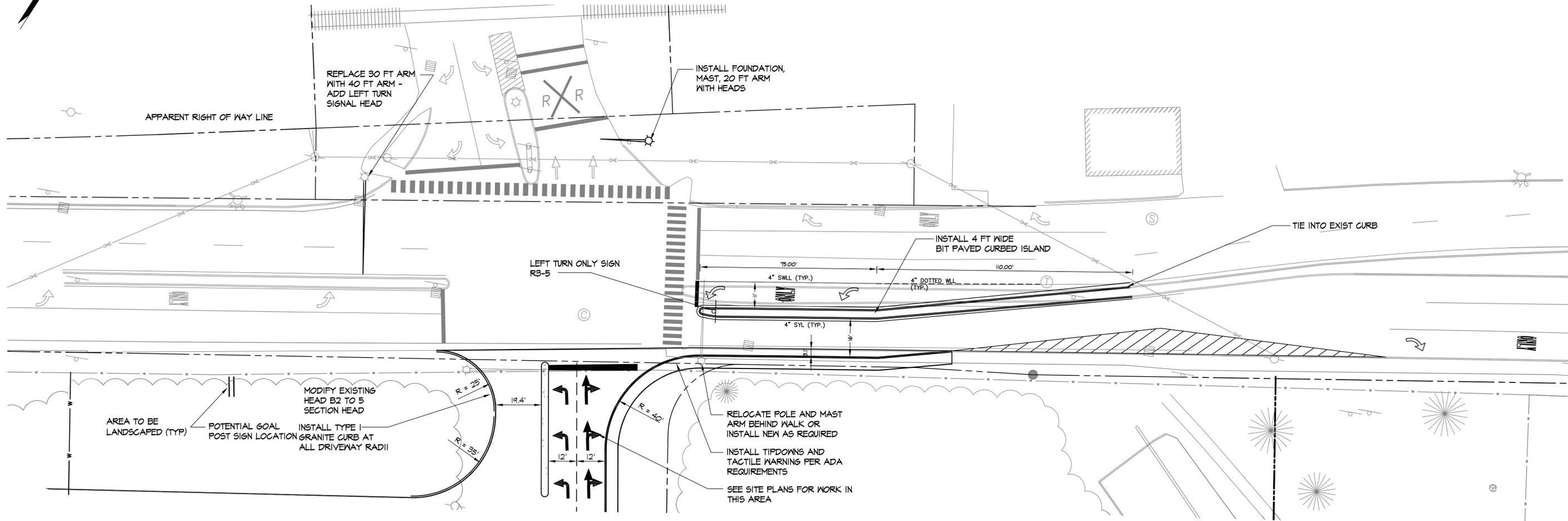
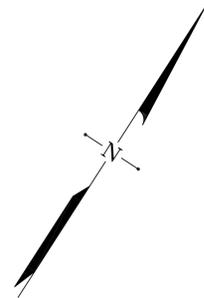


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DESIGN: TWS  
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 CHKD: TWS  
 DATE: NOV. 2014  
 SCALE: 1"=30'

PROJECT: **PROPOSED CONVENIENCE STORE**  
 LOT 5, BATH RD BRUNSWICK LANDING, BRUNSWICK, ME  
**LANDSCAPE PLAN**  
 PROJ. NO. \_\_\_\_\_  
 DWG. NO. \_\_\_\_\_  
 REV. \_\_\_\_\_  
**C-104**

Drawing Name: P:\2014 Projects\14-204-00 Brunswick Property Holdings Lot 5.dwg, 03/16/16 5:03:56 PM Plot Date: / Time: Mar. 16, 16 / 5:06 PM



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SITE DESIGN ASSOCIATES, ANY ALTERATIONS, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SITE DESIGN ASSOCIATES.

REV.	DATE	STATUS	BY	CHKD.	APPD.	REV.	DATE	STATUS	BY	CHKD.	APPD.
A	03/04/16	TO MDOT FOR CONCEPTUAL PLAN REVIEW	DEPT	TWS	TWS						

<b>Site Design Associates</b> Consulting Engineering & Land Planning <small>23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275</small>		DESIGN: TWS	PROJECT: <b>PROPOSED TRAFFIC IMPROVEMENTS</b> BRUNSWICK LANDING, BRUNSWICK, ME	
		DRAWN: DEPT.		
CLIENT: <b>BRUNSWICK PROPERTY HOLDINGS, LLC</b> 2 MAIN STREET, TOPSHAM, MAINE 04086		CHKD: TWS	<b>CONCEPTUAL PLAN</b>	
		DATE: FEB 2016		
		SCALE: 1"=20'	DWG. NO.	A

Drawing Name: P:\2014 Projects\14-204-00 Brunswick Property Holdings Lot 5\DWG\LOT 5 - 030316.dwg | Plot Date / Time: Tue, 16, 16 / 5:32 PM

**EROSION AND SEDIMENTATION CONTROL NOTES & DETAILS**

TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDE THE USE OF STABILIZED CONSTRUCTION ENTRANCE, SEDIMENT BARRIER, EROSION CONTROL MIX, STONE CHECK DAMS, HAY BALE BARRIERS, CATCH BASIN INLET BARRIERS, CATCH BASIN SEDIMENT COLLECTION BAGS, EROSION CONTROL BLANKET, AND TEMPORARY SEEDING AND MULCHING AS REQUIRED. PERMANENT DEVICES INCLUDE THE USE OF RIP RAP AT EXPOSED STORM DRAIN AND CULVERT INLETS AND OUTLETS, RIP RAPPED SLOPES, AND PERMANENT VEGETATION.

**A. GENERAL**

- IT IS ANTICIPATED THAT CONSTRUCTION WILL BEGIN AS SOON AS POSSIBLE FOLLOWING RECEIPT OF NECESSARY PERMITS.
- THE PROJECT SHALL CONFORM TO THE STANDARDS OF THE MAINE CONSTRUCTION GENERAL PERMIT.
- ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION, BEST MANAGEMENT PRACTICES PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MAY 2003, OR AS CURRENTLY REVISED.
- ANY ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE, DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) PERSONNEL AND/OR MUNICIPAL OFFICIALS SHALL BE INSTALLED BY THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL FINES RESULTING FROM EROSION OR SEDIMENTATION FROM THE SITE TO SURROUNDING PROPERTIES, WATER BODIES, OR WETLANDS AS A RESULT OF THIS PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR/REPLACEMENT/MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS ARE STABILIZED TO THE SATISFACTION OF THE ABOVE PERSONNEL. DESCRIPTIONS OF ACCEPTABLE PERMANENT STABILIZATION FOR VARIOUS COVER TYPES FOLLOWS:
  - FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.
  - FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.
  - FOR MULCHED AREAS, PERMANENT STABILIZATION MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.
  - FOR AREAS STABILIZED WITH RIP RAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIP RAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIP RAP. STONE MUST BE SIZED APPROPRIATELY.
  - PAVED AREAS, FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED.
  - FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH MATURE VEGETATION AT LEAST THREE INCHES IN HEIGHT, WITH WELL-GRADED RIP RAP, OR WITH ANOTHER NON-EROSIVE LINING CAPABLE OF WITHSTANDING THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHOUT RELIANCE ON CHECK DAMS TO SLOW FLOW. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE LINING, UNDERCUTTING OF THE BANKS, OR DOWN CUTTING OF THE CHANNEL.

**B. EROSION AND SEDIMENTATION CONTROL MEASURES**

- PRIOR TO THE BEGINNING OF CONSTRUCTION, THE STABILIZED CONSTRUCTION ENTRANCE AND TEMPORARY SILT FENCE SHALL BE INSTALLED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. IT IS THE INTENT THAT SEDIMENT BARRIERS BE INSTALLED DOWN GRADIENT OF ALL DISTURBED AREAS OF THE SITE. SEDIMENT BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS WILL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE PERIODICALLY REMOVED FROM THE UPSTREAM SIDE OF THE SEDIMENT BARRIERS. THIS SEDIMENT WILL BE SPREAD AND STABILIZED IN AREAS OF THE SITE NOT SUBJECT TO EROSION. SEDIMENT BARRIERS SHALL BE REPLACED AS NECESSARY TO PROVIDE PROPER FILTERING ACTION. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, THEY WILL BE REPLACED WITH A TEMPORARY CRUSHED STONE CHECK DAM.
  - ALL CATCH BASINS, NEW OR EXISTING, THAT MAY RECEIVE RUNOFF FROM DISTURBED AREAS MUST BE PROTECTED DURING CONSTRUCTION. INSPECT & CLEAN OUT AS NECESSARY. LEGALLY DISPOSE OF SEDIMENT & REMOVE FLOATABLES WITH OIL ABSORBENT PAD AS APPLICABLE.
  - REMOVAL OF SOD, TREES, BUSHES AND OTHER VEGETATION AND SOIL DISTURBANCE WILL BE KEPT TO A MINIMUM WHILE ALLOWING PROPER SITE DEVELOPMENT.
  - GRUBBINGS AND ANY UNSALE TOPSOIL SHALL BE STRIPPED AND REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN AN APPROVED MANNER.
  - ANY SUITABLE TOPSOIL WILL BE STRIPPED AND STOCKPILED FOR REUSE IN FINAL GRADING. TOPSOIL WILL BE STOCKPILED IN A MANNER SUCH THAT NATURAL DRAINAGE IS NOT OBSTRUCTED AND NO OFF-SITE SEDIMENT DAMAGE WILL RESULT. IF A STOCKPILE IS NECESSARY, THE SIDE SLOPES OF THE TOPSOIL STOCKPILE WILL NOT EXCEED 2:1. TOPSOIL STOCKPILES WILL BE TEMPORARILY SEEDED WITH ARROSTOOK RYE, ANNUAL OR PERENNIAL RYE GRASS (DEPENDING ON DATE SEEDING) WITHIN 7 DAYS OF FORMATION, OR TEMPORARILY MULCHED IF SEEDING CANNOT BE DONE WITHIN THE RECOMMENDED SEEDING DATES.
  - TEMPORARY DIVERSION BERMS AND DRAINAGE SWALES SHALL BE CONSTRUCTED AS NECESSARY.
  - TEMPORARY STABILIZATION SHALL BE CONDUCTED WITHIN 7 DAYS OF INITIAL DISTURBANCE OF SOILS, PRIOR TO ANY RAIN EVENT, AND PRIOR TO ANY WORK SHUT DOWN LASTING MORE THAN ONE DAY. TEMPORARY STABILIZATION INCLUDES SEED, MULCH, OR OTHER NON-ERODABLE COVER. AREAS WITHIN 75 FEET OF WETLANDS SHALL BE TEMPORARILY STABILIZED WITHIN 48 HOURS OR PRIOR TO RAIN EVENT.
  - APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRE, AND ANCHOR AS NECESSARY.
  - TEMPORARY SEEDING SPECIFICATIONS, WHERE THE SEEDBED HAS BEEN COMPACTED BY CONSTRUCTION OPERATIONS, LOOSEN SOIL TO A DEPTH OF 4 INCHES BEFORE APPLYING FERTILIZER, LIME, AND SEED. APPLY LIME AT A RATE OF 3 TONS PER ACRE (138 LB. PER 1,000 SQUARE FEET) AND 10-10-10 (N-P205-K20) FERTILIZER AT A RATE OF 600 LBS. PER ACRE (13.8 LB. PER 1,000 SQUARE FEET). UNIFORMLY APPLY SEED AT THE RECOMMENDED SEEDING RATES AND DATES. APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRE, AND ANCHOR AS NECESSARY.
- RECOMMENDED TEMPORARY SEEDING DATES AND APPLICATION RATES ARE AS FOLLOWS:
- ARROSTOOK RYE: RECOMMENDED SEEDING DATES: 8/15 - 10/1  
APPLICATION RATE: 112 LBS./ACRE
- ANNUAL RYE GRASS: RECOMMENDED SEEDING DATES: 4/1 - 7/1  
APPLICATION RATE: 40 LBS./ACRE
- PERENNIAL RYE GRASS: RECOMMENDED SEEDING DATES: 8/15 - 9/15  
APPLICATION RATE: 40 LBS./ACRE
- IF THE AREA WILL REMAIN UNWORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, AND WILL NOT BE BUILT ON, THEN IMMEDIATELY PROVIDE PERMANENT STABILIZATION USING VEGETATION THROUGH PLANTING, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH OR RIP RAP. IF USING VEGETATION FOR STABILIZATION, SELECT THE

PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS. AMEND AREAS OF DISTURBED SUBSOIL WITH TOP SOIL OR OTHER ORGANIC AMENDMENTS, PROTECT SEEDED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS, AND SCHEDULE SOODING, PLANTING, AND SEEDING SO TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDER OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL ESTABLISHED. AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT.

- PERMANENT SEEDING SPECIFICATION. IF A LANDSCAPE PLAN HAS BEEN PREPARED FOR THE PROJECT, SOIL PREPARATION AND SEEDING OF THAT PLAN SHALL SUPERSEDE THESE GENERAL PERMANENT SEEDING SPECIFICATIONS. IT IS RECOMMENDED THAT PERMANENT SEEDING BE COMPLETED BETWEEN APRIL 1 AND AUGUST 15 OF EACH YEAR. LATE SEASON SEEDING MAY BE DONE BETWEEN AUGUST 15 AND SEPTEMBER 15. AREAS NOT SEEDER WHICH DO NOT OBTAIN A SATISFACTORY GROWTH BY OCTOBER 1 SHALL BE SEEDER WITH ARROSTOOK RYE OR MULCHED AT RATES PREVIOUSLY SPECIFIED. SEE WINTER CONDITIONS NOTES FOR SEEDING STABILIZATION AFTER NOVEMBER 1.
  - APPLY TOPSOIL TO A MINIMUM DEPTH OF 6 INCHES. MIX TOPSOIL WITH THE SUBSOIL TO A MINIMUM DEPTH OF 6 INCHES.
  - APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TESTS. IN LIEU OF SOIL TESTS, APPLY GROUND LIMESTONE AT A RATE OF 3 TONS PER ACRE (138 LB. PER 1,000 SQUARE FEET) AND GRANULAR, COMMERCIAL-GRADE, 10-10-10 (N-P205-K20) FERTILIZER AT A RATE OF 800 LBS. PER ACRE (18.4 LBS. PER 1,000 SQUARE FEET).
  - UNIFORMLY APPLY SEED MIXTURE AT THE RECOMMENDED SEEDING RATES AND DATES. APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRE, AND ANCHOR AS NECESSARY.
  - THE SEED MIXTURE FOR LAWN AREAS SHALL CONSIST OF SEEDS PROPORTIONED BY WEIGHT AS FOLLOWS:
    - 10% CREEPING RED FESCUE
    - 30% KENTUCKY BLUEGRASS
    - 60% PERENNIAL RYE GRASS
  - THE SEED MIXTURE FOR WET AREAS SHALL CONSIST OF SEEDS PROPORTIONED BY WEIGHT AS FOLLOWS:
    - 50% REED CANARY GRASS
    - 25% RED TOP
    - 15% CREEPING RED FESCUE
    - 10% PERENNIAL RYE GRASS
- MULCH ALL AREAS SEEDER SO THAT SOIL IS NOT VISIBLE THROUGH THE MULCH REGARDLESS OF THE APPLICATION RATE.
- DITCH LININGS, STONE CHECK DAMS, AND RIP RAP INLET AND OUTLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOURS OF COMPLETING THE GRADING OF THAT SECTION OF DITCH OR INSTALLATION OF CULVERT.
- RIP RAP REQUIRED AT CULVERTS AND STORM DRAIN INLETS AND OUTLETS SHALL CONSIST OF FIELD STONE OR ROUGH UNHEWN QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. STONES SHALL WEIGH FROM 10 LBS. TO 200 LBS. AND 50% OF THE STONES BY VOLUME SHALL EXCEED A UNIT WEIGHT OF APPROXIMATELY 50 LBS.
- EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL PERMANENT SLOPES STEEPER THAN 3:1, IN THE BASE OF DITCHES NOT OTHERWISE PROTECTED, AND ANY DISTURBED AREAS WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE (E.G. WETLANDS AND WATER BODIES). EROSION CONTROL BLANKET SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- TEMPORARY CONTROL MEASURES, SUCH AS SILT FENCE, SHALL BE REMOVED WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED.

**C. WINTER CONDITIONS**

- "WINTER CONSTRUCTION" IS CONSTRUCTION ACTIVITY PERFORMED DURING THE PERIOD FROM NOVEMBER 1 THROUGH APRIL 15. IF AREAS WITHIN THE CONSTRUCTION ACTIVITY ARE NOT STABILIZED WITH TEMPORARY OR PERMANENT MEASURES OUTLINED ABOVE BY NOVEMBER 15, THEN THE SITE MUST BE PROTECTED WITH ADDITIONAL STABILIZATION MEASURES THAT ARE SPECIFIC TO WINTER CONDITIONS. NO MORE THAN ONE ACRE OF THE SITE MAY BE WITHOUT STABILIZATION AT ONE TIME.
- AREAS WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.
  - HAY MULCH SHALL BE APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION DAY, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE MUST BE STABILIZED. MULCH MAY NOT BE SPREAD ON TOP OF SNOW.
  - AFTER NOVEMBER 1 OR THE FIRST KILLING FROST FOR THE REGION AND BEFORE SNOW FALL, ALL EXPOSED AND DISTURBED AREAS NOT TO UNDERGO FURTHER DISTURBANCE ARE TO HAVE DORMANT SEEDING. THE DORMANT SEEDING METHOD: PREPARE THE SEEDBED, LIME AND FERTILIZE, APPLY THE SELECTED PERMANENT SEED MIXTURE AT DOUBLE THE REGULAR SEEDING RATE, AND MULCH AND ANCHOR. DORMANT SEEDINGS NEED TO BE ANCHORED EXTREMELY WELL ON SLOPES, DITCH BASES AND AREAS OF CONCENTRATED FLOWS. DORMANT SEEDING REQUIRES INSPECTION AND RESEEDING AS NEEDED IN THE SPRING. ALL AREAS WHERE COVER IS INADEQUATE MUST BE IMMEDIATELY RESEEDER AND MULCHED AS SOON AS POSSIBLE.
  - ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, MUST BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
  - MULCH NETTING MUST BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 8X UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED ON THESE SLOPES.

**D. HOUSEKEEPING**

- SPILL PREVENTION CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM BEING DISCHARGED FROM MATERIALS ON SITE, INCLUDING STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER, AND APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING AND IMPLEMENTATION.
- GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS, ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL, DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER. MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.
- FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL.
- DEBRIS AND OTHER MATERIAL LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.
- TRENCH OR FOUNDATION DE-WATERING. TRENCH DE-WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COFFER DAMS, PONDS AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. IN MOST CASES THE COLLECTED WATER IS HEAVILY SILTED AND HINDERS CORRECT AND SAFE CONSTRUCTION PRACTICES. THE COLLECTED WATER REMOVED FROM THE PONDED AREA.

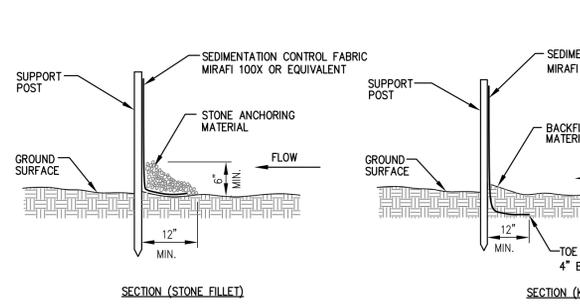
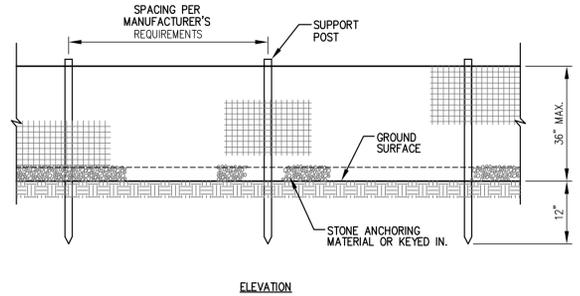
EITHER THROUGH GRAVITY OR PUMPING, MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR REMOTE AREAS THAT ARE SPECIFICALLY DESIGNATED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFER DAM SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE.

**E. INSPECTION AND MAINTENANCE**

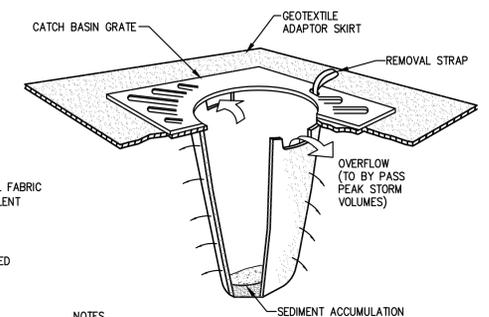
- INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION AND STORM WATER CONTROL MEASURES. AREAS USED FOR STORAGE THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE A WEEK AS WELL AS BEFORE AND AFTER STORM EVENTS, PRIOR TO COMPLETION OF PERMANENT STABILIZATION. A PERSON WITH KNOWLEDGE OF EROSION AND STORM WATER CONTROLS, INCLUDING THE STANDARDS IN THE MAINE CONSTRUCTION GENERAL PERMIT AND ANY DEP OR MUNICIPAL COMPANION DOCUMENTS, MUST CONDUCT THE INSPECTION. THIS PERSON MUST BE IDENTIFIED IN THE INSPECTION LOG. IF BEST MANAGEMENT PRACTICES BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.
- AN INSPECTION AND MAINTENANCE LOG MUST BE KEPT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME AND QUALIFICATIONS OF THE PERSON PERFORMING THE INSPECTION, DATE, AND MAJOR OBSERVATIONS RELATING TO OPERATION OF EROSION AND SEDIMENTATION CONTROLS AND POLLUTION PREVENTION MEASURES. MAJOR OBSERVATIONS MUST INCLUDE: BMPs THAT NEED TO BE MAINTAINED, LOCATION(S) OF BMPs THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPs ARE NEEDED THAT DID NOT EXIST AT THE TIME OF THE INSPECTION. FOLLOW-UP TO CORRECT DEFICIENCIES OR ENHANCE CONTROLS MUST ALSO BE INDICATED IN THE LOG AND DATED, INCLUDING WHAT ACTION WAS TAKEN AND WHEN.

**CONSTRUCTION SEQUENCE**

- INSTALL EROSION CONTROL MEASURES.
- DISCONNECT UTILITIES, DEMOLISH, REMOVE PAVEMENT, CLEAR AND GRUB OPEN AREAS.
- INSTALL PROPOSED UTILITIES, BRING GRADE TO SUBGRADE.
- CONSTRUCT BUILDING.
- CONSTRUCT PAVED AREAS AND WALKS.
- INSTALL PLANT MATERIAL AND THEN LOAM, SEED AND MULCH IN DISTURBED AREAS.
- ONCE DISTURBED AREAS ARE PERMANENTLY STABILIZED REMOVE TEMPORARY EROSION CONTROL MEASURES SUCH AS SILT FENCE.

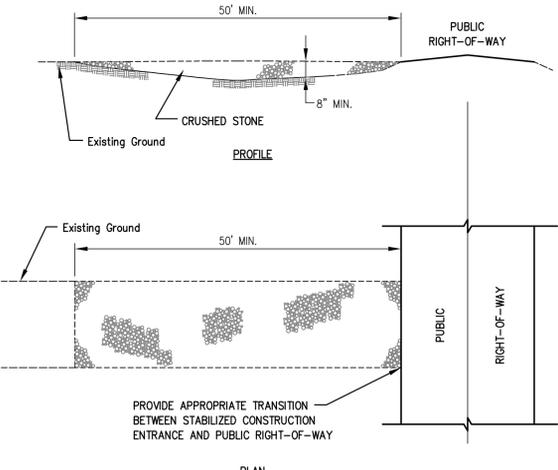


**1 SILTATION FENCE**  
SCALE: N.T.S.



- NOTES**
- CATCH BASIN PROTECTION TO BE "SILTSTACK" (BY ACF ENVIRONMENTAL) OR "STREAM GUARD" (BY FOSS ENVIRONMENTAL SERVICES). INSERT TO BE EMPTIED IN AN APPROVED MANNER WHEN IT IS 1/2 FULL OF SEDIMENT.
  - INSPECT INSERT AFTER ALL RAINFALL EVENTS, REPAIR AND MAINTAIN AS REQUIRED.

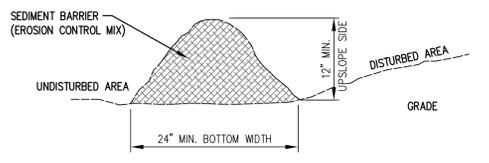
**2 TEMPORARY INLET PROTECTION**  
SCALE: N.T.S.



**CONSTRUCTION SPECIFICATIONS:**

- STONE SIZE - AASHTO DESIGNATION M 43, SIZE NO. 2 (2 1/2" TO 1 1/2"). USE CRUSHED STONE.
- LENGTH - AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
- THICKNESS - NOT LESS THAN EIGHT (8) INCHES.
- WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
- MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC REPAIR AND TOP DRESSING WITH ADDITIONAL STONE. AS CONDITIONS DEMAND, ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.

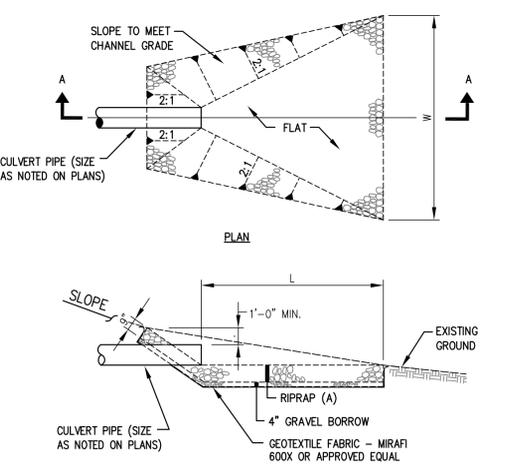
**3 STABILIZED CONSTRUCTION ENTRANCE**  
SCALE: N.T.S.



**NOTES:**

- THE EROSION CONTROL MIX SHALL CONTAIN A WELL GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4" DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH.
- MATERIAL SHALL MEET THE FOLLOWING REQUIREMENTS:
  - THE ORGANIC CONTENT SHALL BE BETWEEN 80 AND 100% DRY WEIGHT BASIS
  - PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6" SCREEN AND A MAXIMUM OF 85% PASSING A 0.75" SCREEN
  - THE ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED
  - LARGE PORTIONS OF SILTS, CLAYS, OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX
  - SOLUBLE SALTS CONTENTS SHALL BE <4.0 MMH/GM
  - THE pH SHOULD FALL BETWEEN 5.0 AND 8.0
- PLACE BARRIER ALONG A RELATIVELY FLAT CONTOUR. CUT TALL GRASSES OR WOODY VEGETATION TO AVOID CREATING VOIDS AND BRIDGES WHERE FINES CAN WASH UNDER THE BARRIER THROUGH GRASS BLADES AND BRANCHES.
- PLACEMENT OF BARRIER SHOULD BE:
  - AT TOE OF THE SLOPE.
  - FROZEN GROUND, BEDROCK OR ROOTED FORESTED AREAS.
  - THE EDGE OF GRAVEL AND AREAS UNDER CONSTRUCTION.
- BARRIER SHALL NOT BE USED ADJACENT TO WETLANDS
- REMOVE SEDIMENT DEPOSITS WHEN THEY REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.
- WHEN BARRIER IS DECOMPOSED, CLOGGED WITH SEDIMENT, ERODED OR INEFFECTIVE, IT MUST BE REPLACED OR REPAIRED. THE BARRIER SHOULD BE RESHAPED AS NECESSARY.

**4 SEDIMENT BARRIER (EROSION CONTROL MIX)**  
SCALE: N.T.S.



**SECTION A-A**

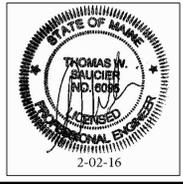
DIAMETER	L	W	A	D <sub>50</sub>
6" & 12"	8'	9"	9"	4"
15"	10'	12'	9"	4"
24"	12'	13'	15"	6"

**SECTION A-A**

**5 RIPRAP INLET/OUTLET PROTECTION**  
SCALE: N.T.S.

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REV.	DATE	STATUS	BY	CHKD	APPD	REV.	DATE	STATUS	BY	CHKD	APPD
B	02/02/16	FOR PLANNING BOARD DEVELOPMENT REVIEW		TWS	TWS						
A	10/8/15	FOR DEP STORMWATER PERMIT		TWS	TWS						



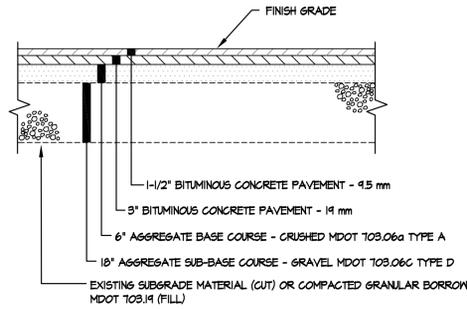
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Consulting Engineering & Land Planning

23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275

CLIENT: **BRUNSWICK PROPERTY HOLDINGS, LLC**  
2 MAIN STREET TOPSHAM, MAINE 04086

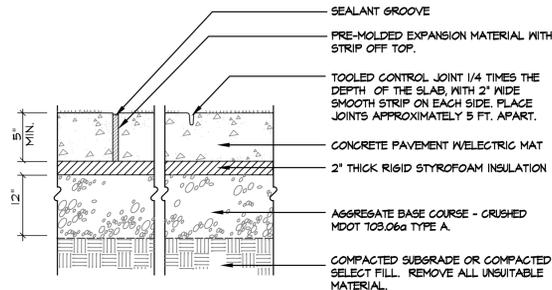
DESIGN: TWS	PROJECT: <b>PROPOSED CONVENIENCE STORE</b>
DRAWN: DEPT.	LOT 5, 146 BATH ROAD BRUNSWICK LANDING BRUNSWICK, MAINE
CHKD: TWS	<b>EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS</b>
DATE: JULY 2015	PROJ. NO. -
SCALE: AS NOTED	DWG. NO. -
	REV. <b>B</b>

- NOTES:
- ADDITIONAL SUBBASE GRAVEL AND/OR GEOTEXTILES MAY BE REQUIRED DURING CONSTRUCTION IF SOIL CONDITIONS WARRANT.
  - SEE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.
  - IF OTHER THAN GRANULAR/SANDY SUBGRADE MATERIALS ARE ENCOUNTERED, THE GEOTECHNICAL ENGINEER, FESSenden GEO-ENVIRONMENTAL, SHOULD BE CONSULTED REGARDING THE INSTALLATION OF PAVEMENT UNDERDRAINAGE. SEE GEOTECHNICAL REPORT FOR MORE INFORMATION.

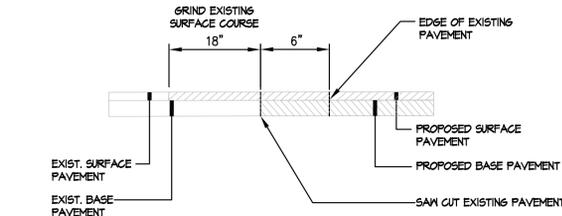


**1 DRIVES AND PARKING AREAS**

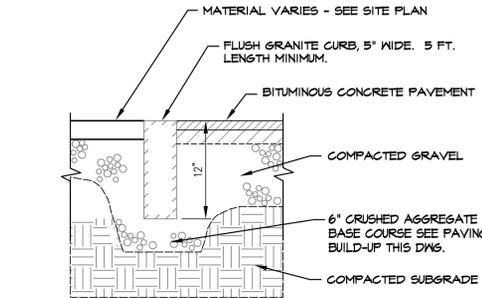
- NOTES:
- PROVIDE A LIGHT BROOM FINISH PERPENDICULAR TO TRAFFIC FLOW. AFTER BROOMING ALL EDGES SHALL BE FINISH EDGED.
  - WHEN NOT SHOWN ON THE DRAWINGS PROVIDE TOOLED SCORE JOINTS EQUALLY SPACED ALONG WALK, AT INTERVALS APPROXIMATELY EQUAL TO THE SLAB WIDTH. PANELS SHOULD BE AS NEARLY SQUARE AS POSSIBLE.
  - CONCRETE SHALL BE CLASS A, 4000 PSI AFTER 28 DAYS WITH 5-7% AIR ENTRAINED WITH A MAXIMUM SLUMP OF 5. ALL CONCRETE WILL HAVE POLYFIBER REINFORCING.
  - EXPOSED CONCRETE SHALL BE SEALED WITH AN APPROVED CONCRETE SEALER.
  - PROVIDE SALT INHIBITOR IN MIX.



**2 CONCRETE SIDEWALK**  
SCALE: N.T.S.

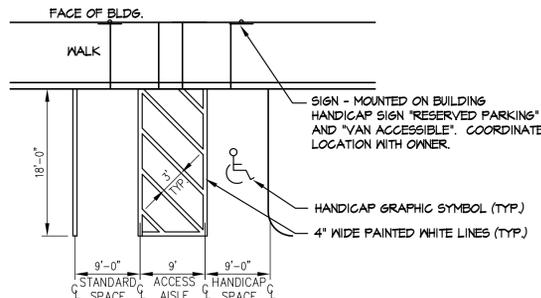


**5 HMA PAVEMENT BUTT JOINT**  
SCALE: N.T.S.



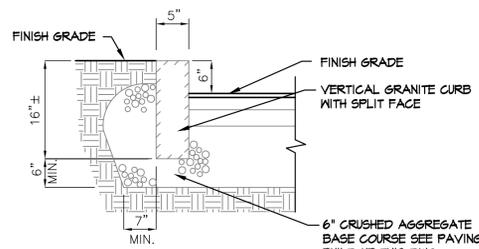
**6 GRANITE CURB - FLUSH**  
SCALE: N.T.S.

- NOTES:
- SYMBOLS AND PARKING STALLS SHALL CONFORM TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).
  - ALL PAINT SHALL BE LEAD FREE, FAST DRYING, 100% ACRYLIC WATERBORNE TRAFFIC PAINT WITH SILICA SAND FOR SKID RESISTANCE, MEETING THE REQUIREMENTS OF TTP-1452E TYPE I & II. PAINT SHALL BE APPLIED AS SPECIFIED BY THE MANUFACTURER.

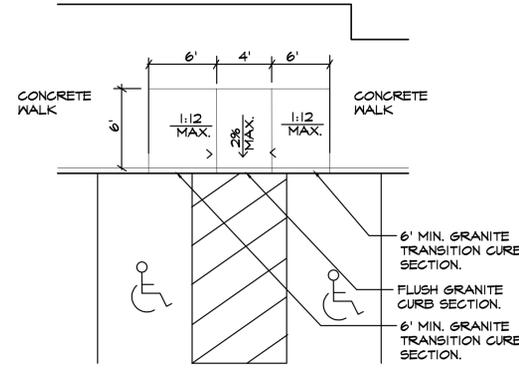


**8 TYPICAL PARKING SPACE LAYOUT**  
SCALE: N.T.S.

- NOTES:
- NO STRAIGHT CURB STONES SHALL BE USED ON RADII. SUBMIT SHOP DRAWINGS TO THE OWNER'S REPRESENTATIVE OF CURB STONE LENGTHS TO BE USED.
  - MINIMUM LENGTH OF STRAIGHT CURB STONES SHALL BE 4'.
  - MAXIMUM LENGTH OF STRAIGHT CURB STONES SHALL BE 8'.
  - JOINTS BETWEEN CURB STONES SHALL BE NO LESS THAN 1/8" AND NO GREATER THAN 3/8". PLACE FILTER FABRIC IN THE BACK PORTION OF THE JOINT TO PREVENT BACKFILL MATERIAL INFILTRATION.
  - CONTRACTOR TO ADJUST CURB REVEAL AT HANDICAP TIP DOWNS TO MEET 12:1 MAX. GRADE.

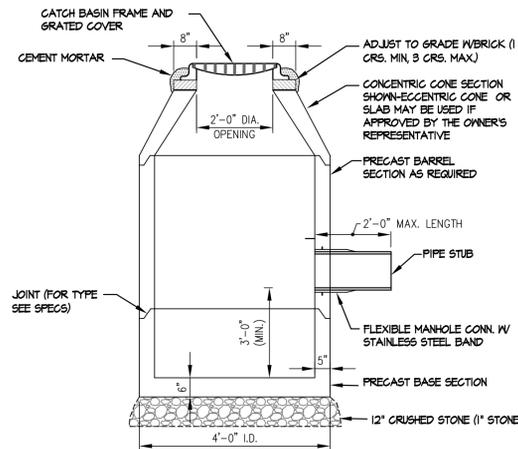


**9 VERTICAL GRANITE CURB**  
SCALE: N.T.S.

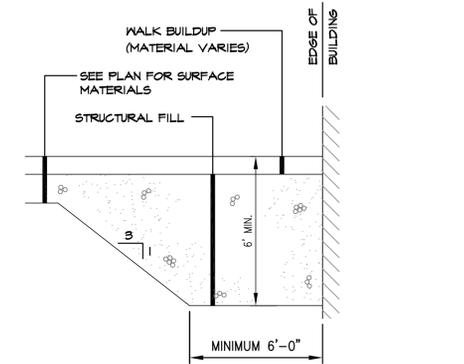


**3 ACCESSIBLE RAMP PARKING AREA**  
SCALE: N.T.S.

- GRATED COVERS:
- CATCH BASIN FRAME AND GRATED COVERS SHOWN AS ROUND TO BE 24" DIAMETER, BICYCLE SAFE, E2456 AS MANUFACTURED BY ETHERIDGE FOUNDRY OR APPROVED EQUAL.
  - CATCH BASIN FRAME AND GRATE SHOWN AS SQUARE TO BE 24" NO. SB249, BICYCLE SAFE, SQUARE TYPE M.
- PROVIDE 3 FT SUMP AND SNOUT HOODED OUTLET IN ALL CATCH BASINS DRAINING PAVED AREAS.

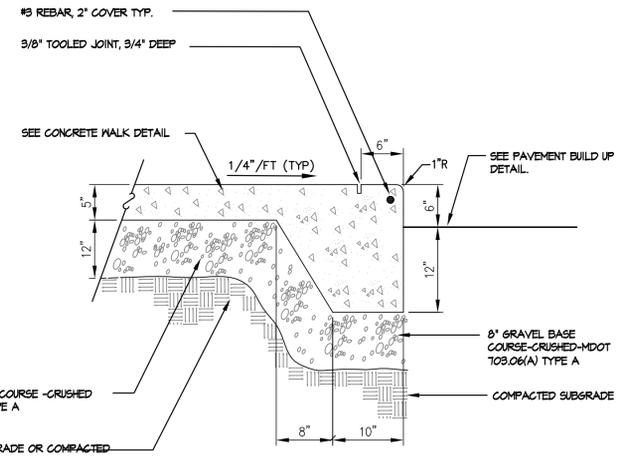


**7 CATCH BASIN**  
SCALE: N.T.S.

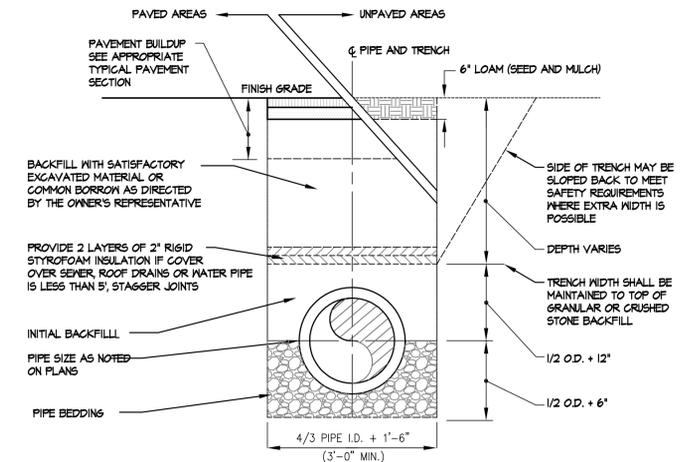


**10 TYPICAL SECTION AT BUILDING ENTRANCES**

- NOTES:
- CONCRETE SHALL BE CLASS A, 4000 PSI AFTER 28 DAYS WITH 5-7% AIR ENTRAINED WITH A MAXIMUM SLUMP OF 5. ALL CONCRETE WILL HAVE POLYFIBER REINFORCING.



**4 CONCRETE INTEGRAL CURB**  
SCALE: N.T.S.



PIPE MATERIAL	PIPE BEDDING	INITIAL BACKFILL	BACKFILL
HDPE	3/4" CRUSHED STONE	3/4" CRUSHED STONE	***EXCAVATED MATERIAL OR GRANULAR BORROW
PVC	3/4" CRUSHED STONE	3/4" CRUSHED STONE	***EXCAVATED MATERIAL OR GRANULAR BORROW
DUCTILE IRON	GRANULAR MATERIAL	GRANULAR MATERIAL	***EXCAVATED MATERIAL OR GRANULAR BORROW
COPPER	SAND	SAND	***EXCAVATED MATERIAL OR GRANULAR BORROW

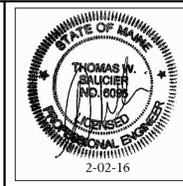
\*\*\* EXCAVATED MATERIAL MUST BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.  
GRANULAR MATERIAL TO BE SAND OR GRAVEL.

**11 TYPICAL TRENCH SECTION**  
SCALE: N.T.S.

Drawing Name: P:\2014 Projects\14-204-00 Brunswick Property Holdings Lot 3\DWG\Details 032514.rvt / Time: Mar 16, 11 / 4:57 PM

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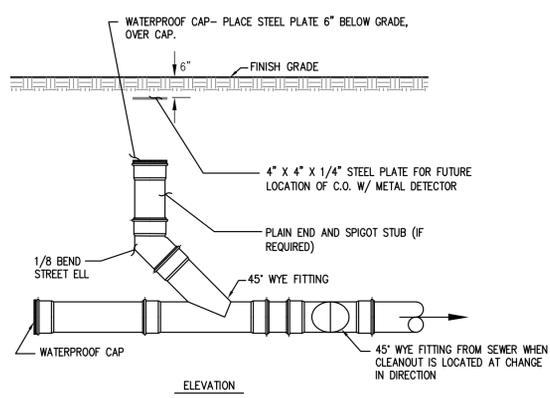
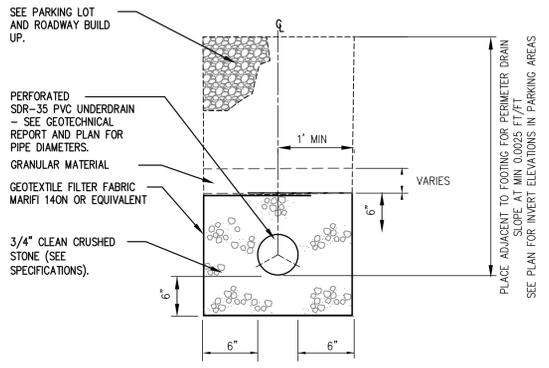
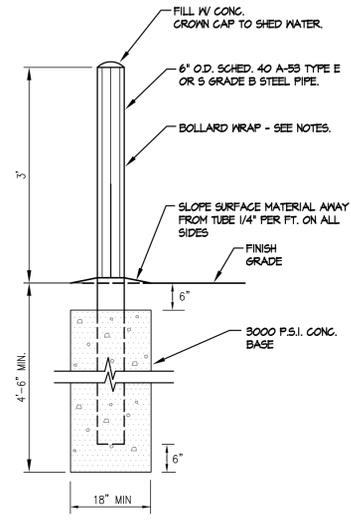
REV.	DATE	STATUS	BY	CHKD.	APPD.	REV.	DATE	STATUS	BY	CHKD.	APPD.
B	02/02/16	FOR PLANNING BOARD DEVELOPMENT REVIEW	TWS	TWS							
A	10/8/15	FOR DEP STORMWATER PERMIT	TWS	TWS							



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DESIGN: TWS	PROJECT: <b>PROPOSED CONVENIENCE STORE</b>
DRAWN: DEPT.	LOT 5, 146 BATH RD BRUNSWICK LANDING BRUNSWICK, MAINE
CHKD: TWS	<b>SITE DETAILS</b>
DATE: JULY 2015	PROJ. NO. _____
SCALE: AS NOTED	DWG. NO. _____
	REV. _____
	<b>C-301</b>

NOTES:  
1. CONTRACTOR TO WRAP BOLLARD WITH 1/4" NOMINAL THICK, LOW DENSITY POLYETHYLENE THERMOPLASTIC SUCH AS DISTRIBUTED BY IDEAL SHIELD. COLOR TO BE YELLOW.



**1 PROTECTIVE STEEL BOLLARD**  
SCALE: N.T.S.

**2 UNDERDRAIN TRENCH**  
SCALE: N.T.S.

**3 CLEANOUT**  
SCALE: N.T.S.

- NOTES:  
1. PROVIDE SHOP DRAWINGS OF ALL SIGNS TO THE OWNER FOR APPROVAL PRIOR TO PURCHASING.  
2. OWNER TO APPROVE ALL SIGN LOCATIONS IN THE FIELD PRIOR TO INSTALLATION.  
3. CONTRACTOR TO REVIEW SIGN LOCATIONS FOR CONFLICTS WITH UNDERGROUND UTILITIES PRIOR TO INSTALLING POSTS.  
4. ALL SIGNAGE TO COMPLY WITH ALL ADA, FEDERAL, & LOCAL CODES AND MUTCD STANDARDS.



R1 (24" X 24")



R7-8 (12" X 18")



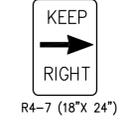
R7-8P (12" X 6")



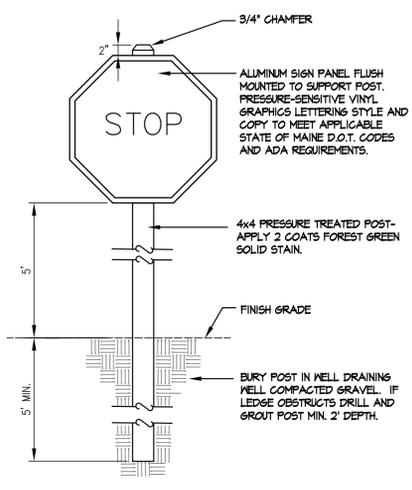
R5-1 (24" X 24")



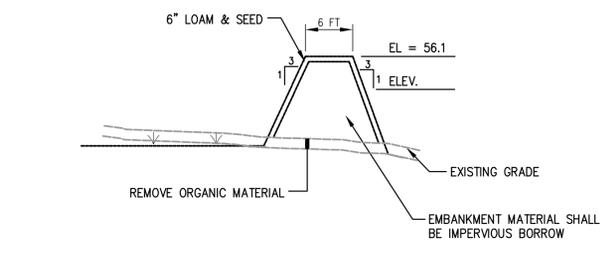
R3-5 (18" X 24")



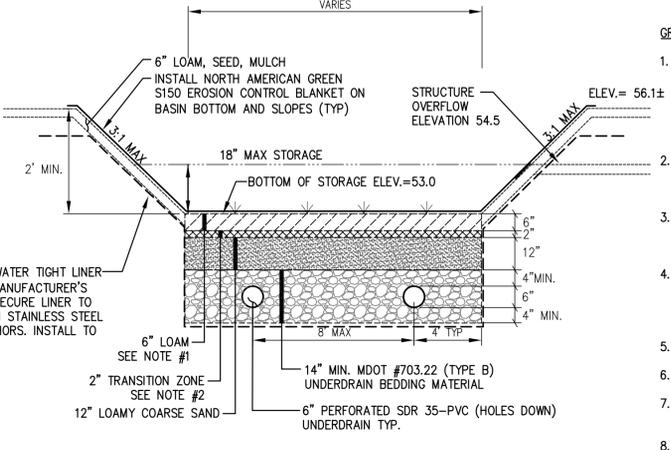
R4-7 (18" X 24")



**7 SIGNAGE**  
SCALE: N.T.S.



**6 TYPICAL EMBANKMENT**  
SCALE: N.T.S.



**8 GRASSED UNDERDRAINED SOIL FILTER - TYP. CROSS SECTION (T6)**  
SCALE: N.T.S.

Table 7-4  
Specifications for Sandy Loam to Fine Sandy Loam

Sieve Size	% passing by Weight
4	75-95
10	60-90
40	35-85
200	20-70
200 clay size	<2%

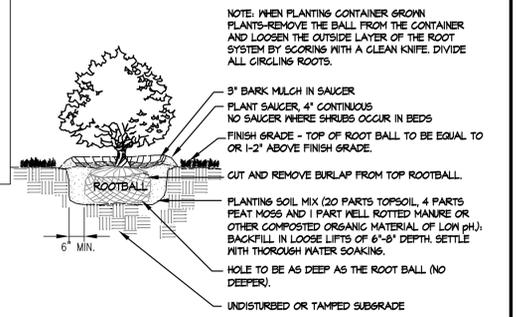
- GRASSED UNDERDRAINED SOIL FILTER NOTES:  
1. TOP SIX INCHES OF BASIN SHALL BE LOAMY SAND WITH 5-8% HUMIFIED ORGANIC MATTER. THE MEDIA SHALL HAVE SUFFICIENT NUTRIENT CONTENT TO SUPPORT A GOOD STAND OF GRASS TYPE VEGETATION, OR ORGANIC MATTER MAY BE ADDED IF NECESSARY PROVIDED THAT THE TEXTURE IS SUITABLE.  
2. THE TRANSITION ZONE SHALL CONSIST OF A 2 INCH LAYER OF THE TOPSOIL ROTOTILLED INTO THE LOAMY COARSE SAND MIXTURE BELOW.  
3. A LAYER OF HAY SHALL BE PLACED BETWEEN THE LOAMY COARSE SAND AND THE UNDERDRAIN MATERIAL TO PREVENT CLOGGING OF THE UNDERDRAIN MATERIAL.  
4. THE SOIL BED MATERIAL SHALL BE LIGHTLY COMPACTED (90% TO 92% STANDARD PROCTOR) USING WATER. IF HEAVY COMPACTION OCCURS, ROTOTILL AGAIN PRIOR TO SEEDING OR SODDING.  
5. SEE LANDSCAPE PLAN FOR SEEDING INFORMATION.  
6. REFER TO GRADING PLANS FOR UNDERDRAIN LAYOUT.  
7. THE MAXIMUM DISTANCE BETWEEN UNDERDRAIN PIPES SHALL BE 8 FEET.  
8. GRASSED UNDERDRAINED SOIL FILTER MEDIA SHALL NOT BE INSTALLED UNTIL THE TRIBUTARY AREA HAS BEEN PERMANENTLY STABILIZED.

**CONSTRUCTION OVERSIGHT**  
(Details and notes for plans)  
The applicant will retain the services of a professional engineer to inspect the construction and stabilization of all stormwater management structures. If necessary, the inspecting engineer will interpret the pond's construction plan for the contractor. Once all stormwater management structures are constructed and stabilized, the inspecting engineer will notify the department in writing within 30 days to state that the pond has been completed. Accompanying the engineer's notification must be a log of the engineer's inspections giving the date of each inspection, the time of each inspection, and the items inspected on each visit, and include any testing data or sieve analysis data of every mineral soil and soil media specified in the plans and used on site.

**UNDERDRAINED FILTER BASINS**  
**Construction Sequence:** The soil filter media and vegetation must not be installed until the area that drains to the filter has been permanently stabilized with pavement or other structure, 90% vegetation cover, or other permanent stabilization unless the runoff from the contributing drainage area is diverted around the filter until stabilization is completed.  
**Compaction of Soil Filter:** Filter soil media and underdrain bedding material must be compacted to between 90% and 92% standard proctor. The bed should be installed in at least 2 lifts of 9 inches to prevent pockets of loose media.  
**Construction Oversight:** Inspection by a professional engineer will occur at a minimum:  
• After the preliminary construction of the filter grades and once the underdrain pipes are installed but not backfilled.  
• After the drainage layer is constructed and prior to the installation of the filter media.  
• After the filter media has been installed and seeded. Bio-retention cells must be stabilized per the provided planting scheme and density for the canopy coverage of 30 and 50%.  
• After one year to inspect health of the vegetation and make corrections, and  
• All the material used for the construction of the filter basin must be confirmed as suitable by the design engineer. Testing must be done by a certified laboratory to show that they are passing DEP specifications.

**Testing and Submittals:** The contractor shall identify the location of the source of each component of the filter media. All results of field and laboratory testing shall be submitted to the project engineer for confirmation. The contractor shall:

- Select samples for sampling of each type of material to be blended for the mixed filter media and samples of the underdrain bedding material. Samples must be a composite of three different locations (grabs) from the stockpile or pit face. Sample size required will be determined by the testing laboratory.
- Perform a sieve analysis conforming to STM C136 (Standard Test Method for Sieve Analysis of Fine and Course Aggregates 1996A) on each type of the sample material. The resulting soil filter media mixture must have 8% to 12% by weight passing the #200 sieve, a clay content of less than 2% (determined hydrometer grain size analysis) and have 10% dry weight of organic matter.
- Perform a permeability test on the soil filter media mixture conforming to ASTM D2434 with the mixture compacted to 90-92% of maximum dry density based on ASTM D698.



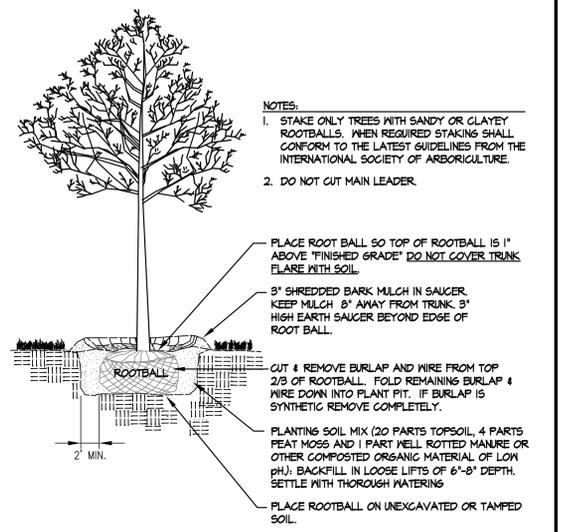
**4 SHRUB PLANTING DETAIL**  
SCALE: N.T.S.

Table 7-3  
Specifications for Loamy Coarse Sand

Sieve Size	% passing by Weight
10	85-100
20	70-100
60	15-40
200	8-15
200 clay size	<2%

Table 7-1  
MDOT Specifications for Underdrains (MDOT #703.22)

Sieve Size	% by Weight
<b>Underdrain Type B</b>	
1"	90-100
1/2"	75-100
#4	50-100
#20	15-80
#50	0-15
#200	0-5

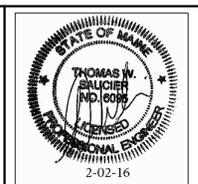


**5 DECIDUOUS TREE PLANTING**  
SCALE: N.T.S.

Drawing Name: P:\2014 Projects\14-204-00 Brunswick Property Holdings Lot 5\DWG\Details (03/16) Plot Date / Time: Mar 16, 11: 5:00 PM

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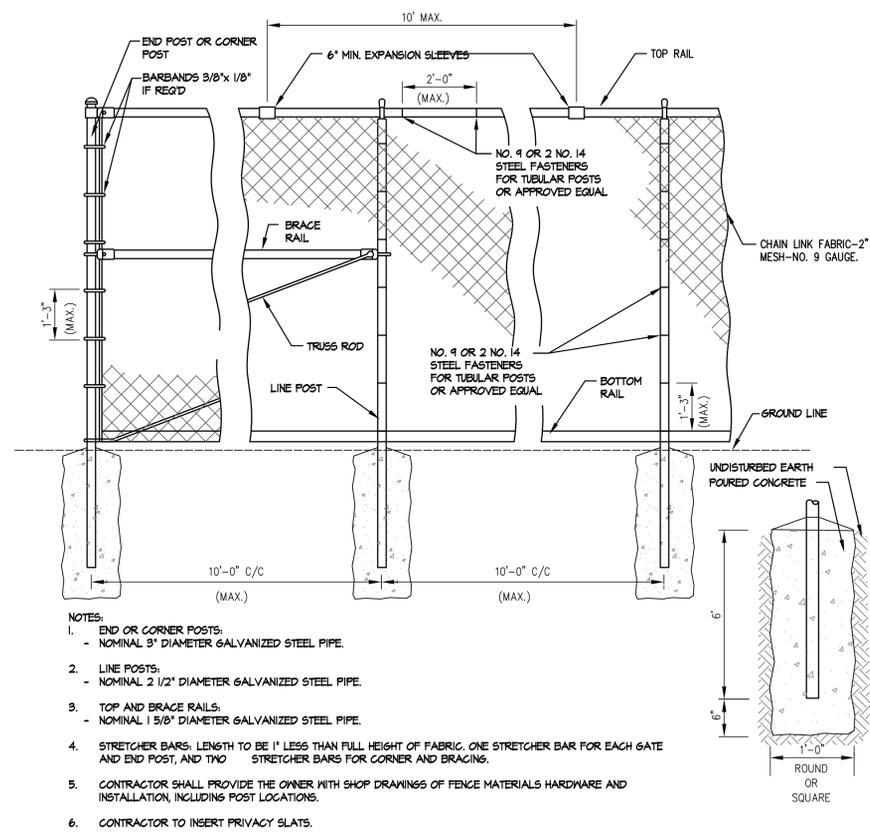
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C	02/02/16	FOR PLANNING BOARD DEVELOPMENT REVIEW	DEPT	TWS	TWS						
B	11/11/15	REVISED PER DEP COMMENTS	DEPT	TWS	TWS						
A	10/8/15	FOR DEP STORMWATER PERMIT	DEPT	TWS	TWS						



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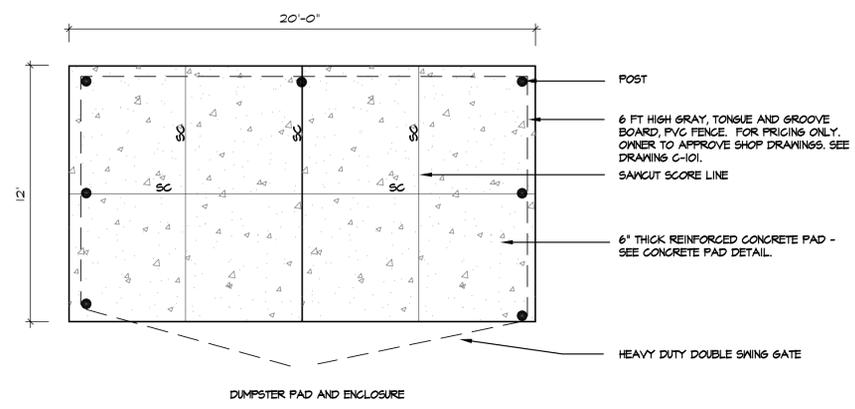
DESIGN: TWS  
DRAWN: DEPT.  
CHKD: TWS  
DATE: AUGUST 2015  
SCALE: AS NOTED

PROJECT: **PROPOSED CONVENIENCE STORE**  
LOT 5, 146 BATH ROAD BRUNSWICK LANDING BRUNSWICK, MAINE  
**SITE DETAILS**  
PROJ. NO. -  
DWG. NO. **C-302**  
REV. C



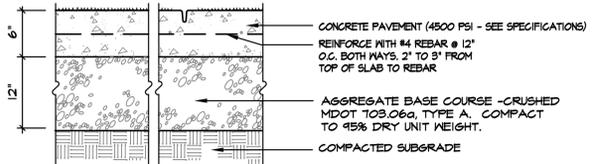
- NOTES:**
1. END OR CORNER POSTS:
    - NOMINAL 3" DIAMETER GALVANIZED STEEL PIPE.
  2. LINE POSTS:
    - NOMINAL 2 1/2" DIAMETER GALVANIZED STEEL PIPE.
  3. TOP AND BRACE RAILS:
    - NOMINAL 1 5/8" DIAMETER GALVANIZED STEEL PIPE.
  4. STRETCHER BARS: LENGTH TO BE 1" LESS THAN FULL HEIGHT OF FABRIC. ONE STRETCHER BAR FOR EACH GATE AND END POST, AND TWO STRETCHER BARS FOR CORNER AND BRACINGS.
  5. CONTRACTOR SHALL PROVIDE THE OWNER WITH SHOP DRAWINGS OF FENCE MATERIALS HARDWARE AND INSTALLATION, INCLUDING POST LOCATIONS.
  6. CONTRACTOR TO INSERT PRIVACY SLATS.

**1 DUMPSTER ENCLOSURE - CHAIN LINK FENCE AND GATE WITH PVC PRIVACY SLATS (6 FT. HT.)**  
SCALE: N.T.S.

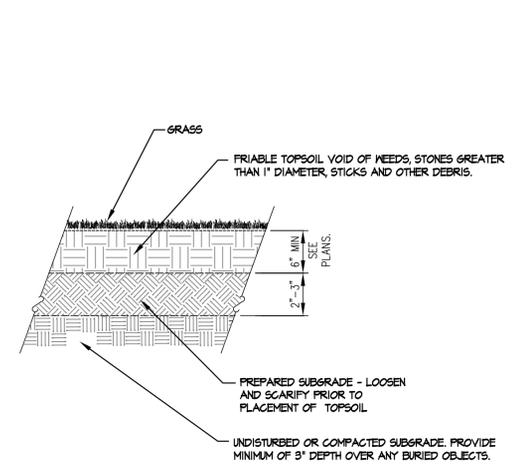


**2 CONCRETE PAD AND ENCLOSURES**  
SCALE: N.T.S.

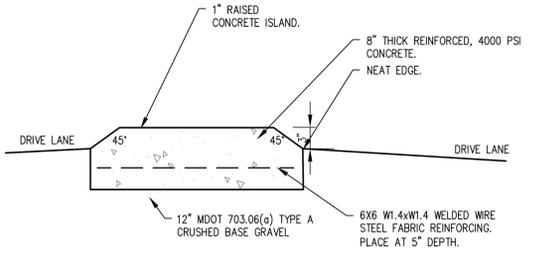
- NOTES:**
1. PROVIDE 3/4" X 1 1/2" DEEP RECESSES FOR GATE CANE BOLTS. COORDINATE WITH RECESSES WITH CONCRETE CONTRACTOR.
  2. PROVIDE LIGHT BROOM FINISH TO CONCRETE PAD.



**3 DUMPSTER PAD**  
N.T.S. SCALE:

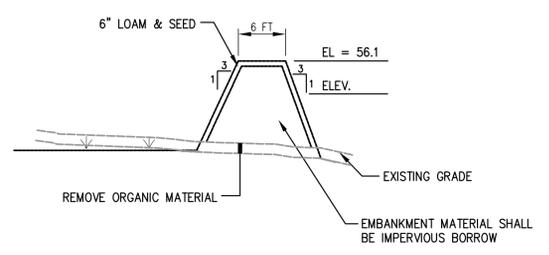


**5 LAWN INSTALLATION**  
SCALE: N.T.S.

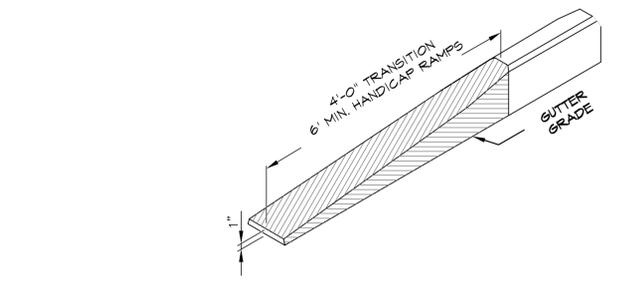


- NOTES:**
1. ALL WORK SHALL CONFORM WITH APPLICABLE PROVISIONS OF SECTION 502, STRUCTURAL CONCRETE; SECTION 503, REINFORCING STEEL; AND SECTION 515, PROTECTIVE COATING FOR CONCRETE SURFACES OF MAINE DOT'S STANDARD SPECIFICATIONS.
  2. CONCRETE SHALL BE MDOT CLASS A.
  3. JOINT SEALANT SHALL CONFORM TO SECTION 714.04.
  4. ZIP STRIP CONTROL JOINT SHALL BE 1/2" HARRIS PLASTIC CONTROL JOINT FORMER OR EQUIVALENT.
  5. APPLY A LIGHT COAT OF ASPHALT, TO ACT AS A BOND BREAKER, BETWEEN THE CONCRETE AND ADJACENT PAVEMENT.
  6. THE COMPACTED GRAVEL BASE SHALL BE THOROUGHLY SATURATED WITH WATER PRIOR TO PLACEMENT OF THE CONCRETE.
  7. CONCRETE SHALL BE PLACED IN A CONTINUOUS OPERATION TO KEEP CONSTRUCTION JOINTS TO A MINIMUM. CONSTRUCTION JOINTS WILL BE USED WHEN THERE IS A BREAK IN THE PLACEMENT. CONSTRUCTION JOINTS SHALL BE BRUSHED WITH A NEAT CEMENT PASTE IMMEDIATELY PRIOR TO MAKING THE ADJACENT PLACEMENT.
  8. CONSTRUCT CONTROL JOINTS AT 10'+/-.
  9. THE SURFACE OF THE CONCRETE SHALL RECEIVE A LIGHT BROOM FINISH PERPENDICULAR TO THE FLOW OF TRAFFIC.
  10. THE CURING PERIOD FOR THE CONCRETE SHALL BE 7 DAYS AND MEET THE REQUIREMENTS OF SECTION 502.15.
  11. THE FINISHED SURFACE OF THE CONCRETE SHALL RECEIVE A PROTECTIVE COATING IN ACCORDANCE WITH SECTION 515.

**6 RAISED CONCRETE ISLAND**

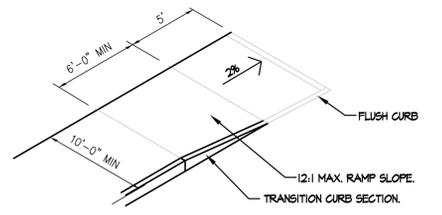


**7 TYPICAL EMBANKMENT**  
SCALE: N.T.S.

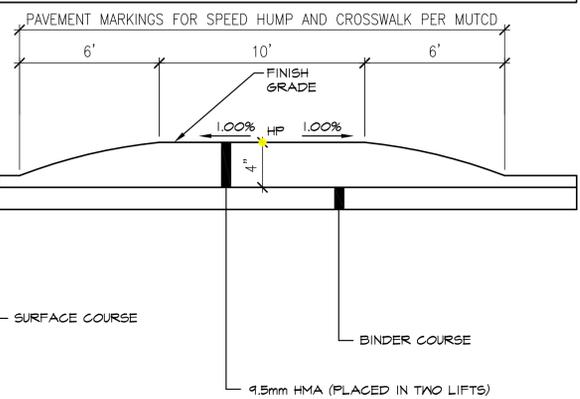
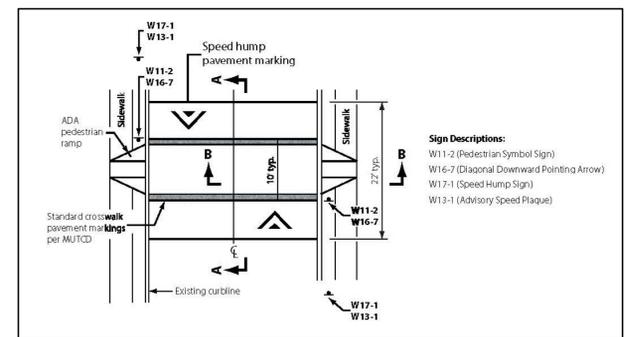


**6 TERMINAL CURB SECTION**  
SCALE: N.T.S.

- NOTES:**
1. RAMP CROSS SECTION TO BE THE SAME AS ADJACENT SIDEWALK, I.E. DEPTH OF SURFACE AND FOUNDATION.
  2. DIMENSIONS ARE SUBJECT TO CHANGE IN FIELD. ALL SLOPES AND DIMENSIONS TO COMPLY WITH A.D.A. REQUIREMENTS.



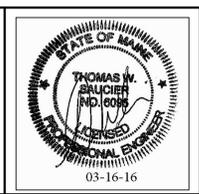
**4 ACCESSIBLE CURB CUT RAMPS**  
SCALE: N.T.S.



**8 RAISED CROSSWALK**  
SCALE: N.T.S.

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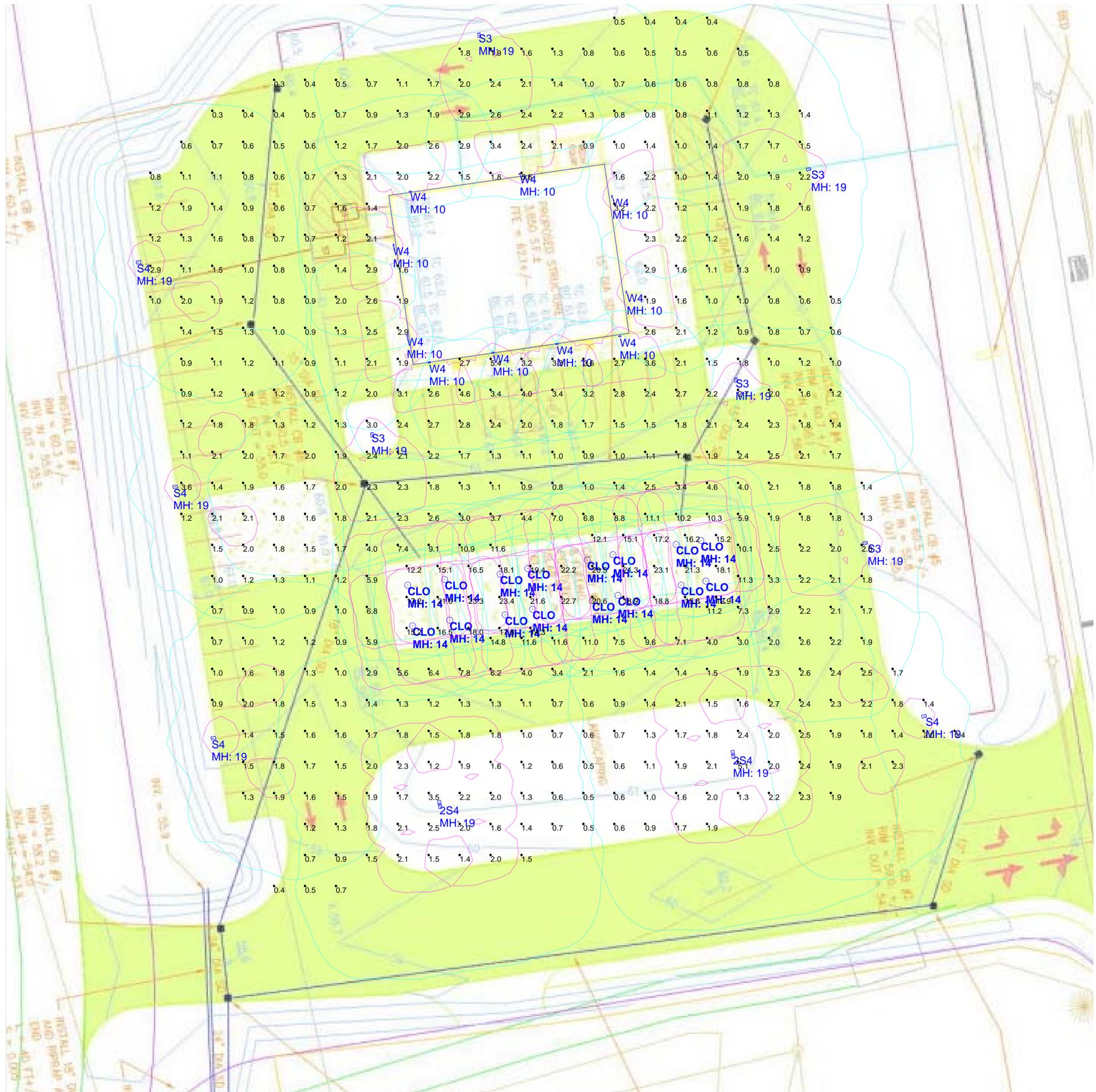
REV.	DATE	STATUS	BY	CHKD.	APPD.	REV.	DATE	STATUS	BY	CHKD.	APPD.
D	03/15/16	FOR FINAL DEVELOPMENT REVIEW - ADDED RAISED CROSSWALK	DEPT	TWS	TWS						
C	02/02/16	FOR PLANNING BOARD DEVELOPMENT REVIEW	DEPT	TWS	TWS						
B	11/11/15	REVISED PER DEP COMMENTS	DEPT	TWS	TWS						
A	10/8/15	FOR DEP STORMWATER PERMIT	DEPT	TWS	TWS						



**Site Design Associates**  
Consulting Engineering & Land Planning  
23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275  
CLIENT: **BRUNSWICK PROPERTY HOLDINGS**  
2 MAIN STREET TOPSHAM, MAINE 04086

DESIGN: TWS	PROJECT: <b>PROPOSED CONVENIENCE STORE</b>
DRAWN: DEPT.	LOT 5, 146 BATH ROAD BRUNSWICK LANDING BRUNSWICK, MAINE
CHKD: TWS	<b>SITE DETAILS</b>
DATE: AUGUST 2015	PROJ. NO. -
SCALE: AS NOTED	DWG. NO. -
	REV. -
	<b>C-303</b>

Drawing Name: P:\2014 Projects\14-024-00 Brunswick Property Holdings Lot 5\Site Details.dwg / Title: 16.16 / 3.31 PM



PLAN VIEW

- NOTES:
- 1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
  - 2) CALCULATIONS MAY SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
  - 3) READINGS SHOWN ARE INITIAL HORIZONTAL FOOTCANDLES ON A FLAT SITE UNLESS OTHERWISE INDICATED.
  - 4) THIS CALCULATION IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO SWANEY LIGHTING ASSOCIATES AND STANDARD ASSUMPTIONS OF THE SPACE AND/OR SITE.
  - 5) CONFORMANCE TO CODES AND OTHER LOCAL REQUIREMENTS AS DETERMINED BY THE AHJ ARE THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
  - 6) THIS LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
  - 7) CHECK GRAPHIC SCALE. DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY OCCUR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.

Calculation Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
PUMPS	18.18	23.4	12.1	1.50	1.93

**FUEL PUMP CANOPY LIGHTING NOT INCLUDED**

Luminaire Schedule (note fixture catalogue numbers are not complete)

Type	Symbol	Qty	Lum. Lumens	LLF	Lum. Watts	Description
S4	[Symbol]	4	6334	0.900	70	30NB-70-T4-5K
S3	[Symbol]	5	6422	0.900	70	30NB-70-T3-5K
2S4	[Symbol]	2	6334	0.900	70	TWIN 30NB-70-T4-5K
W4	[Symbol]	10	2291	0.900	28.3	LNC2-12LU-4K-4
CLO	[Symbol]	16	5387	1.000	57.5	CLO_24NB-55_5K_UNV_T5SQN



BEACON VIPER



LED WALL PACK

C STORE PRELIM SITE LAYOUT  
GENERATED BY SWANEY LIGHTING, SCARBOROUGH ME - 207-883-7100 - swaneylighting.com

**C STORE  
BRUNSWICK  
SITE LIGHTING LAYOUT**

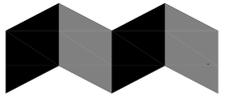
DATE: 1/18/2016

SCALE: NOT TO SCALE

Page 1 of 1

**SWANEY LIGHTING ASSOCIATES, INC.**

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ALPHAarchitects  
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 FAX: 207.761.9595  
 design@alphaarchitects.com

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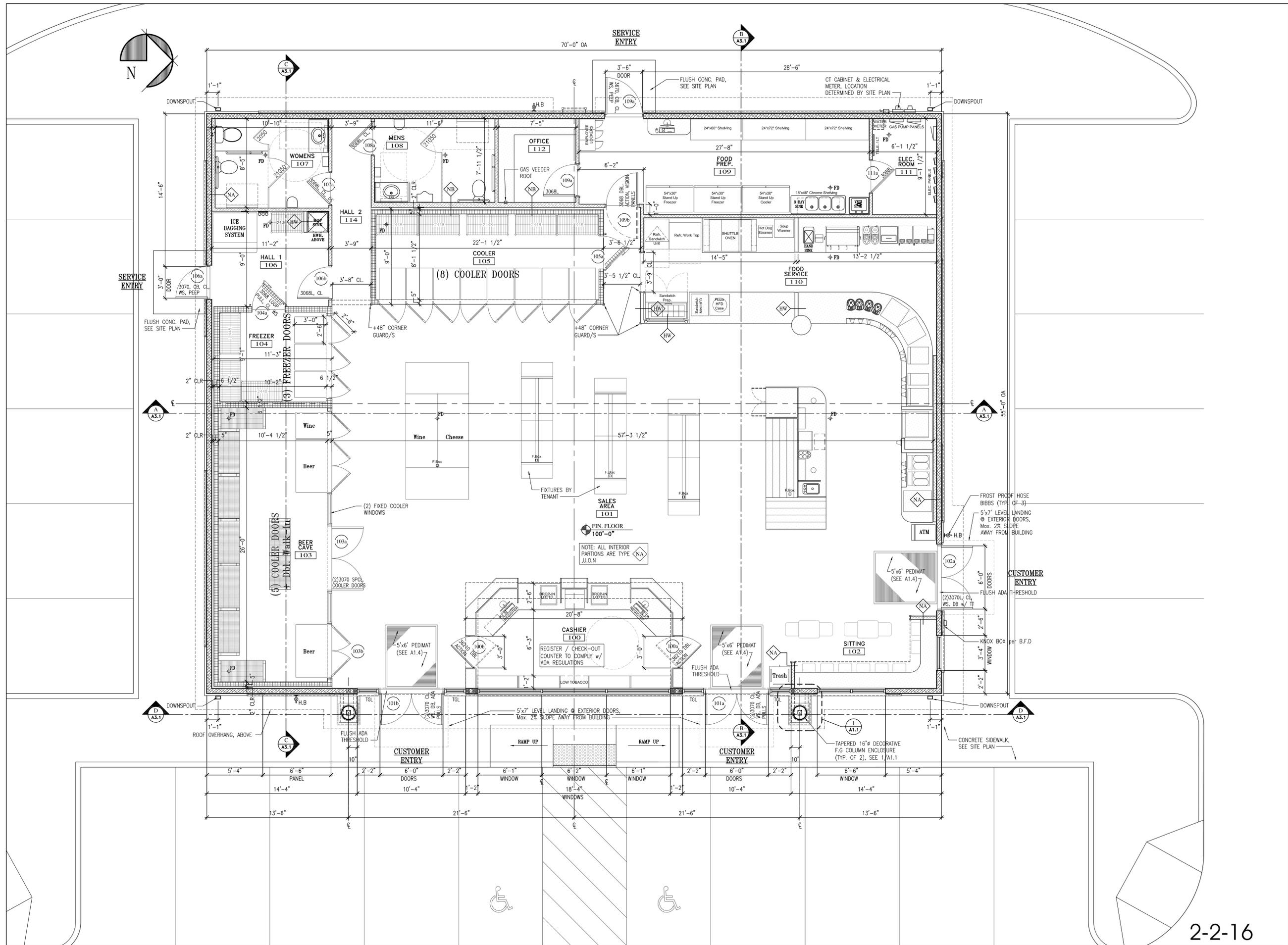


**Brunswick Property Holdings LLC**  
**146 BATH ROAD**  
**Brunswick, ME. 04011**

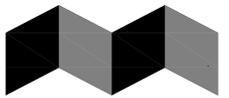
JOB: 15142

ISSUE DATE	
PRELIM	12-18-15
P BOARD	-
SFMO	-
CD's	-
REV. 1	-
PRINT	2-2-16

FLOOR PLAN  
**A-1**



2-2-16



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Brunswick Property Holdings LLC  
 146 Bath Road  
 Brunswick, ME. 04011

JOB: 15142

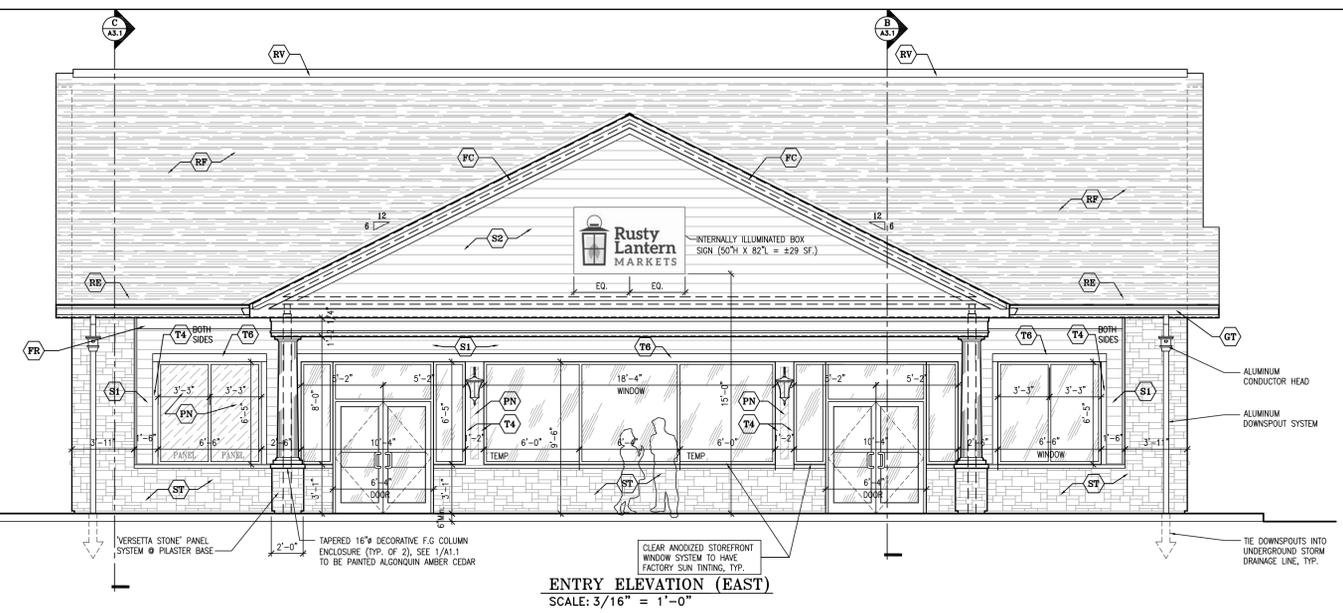
ISSUE DATE	
PRELIM	12-18-15
P BOARD	-
SFMO	-
CD's	-
REV. 1	-
PRINT	2-2-16

EXTERIOR ELEVATIONS

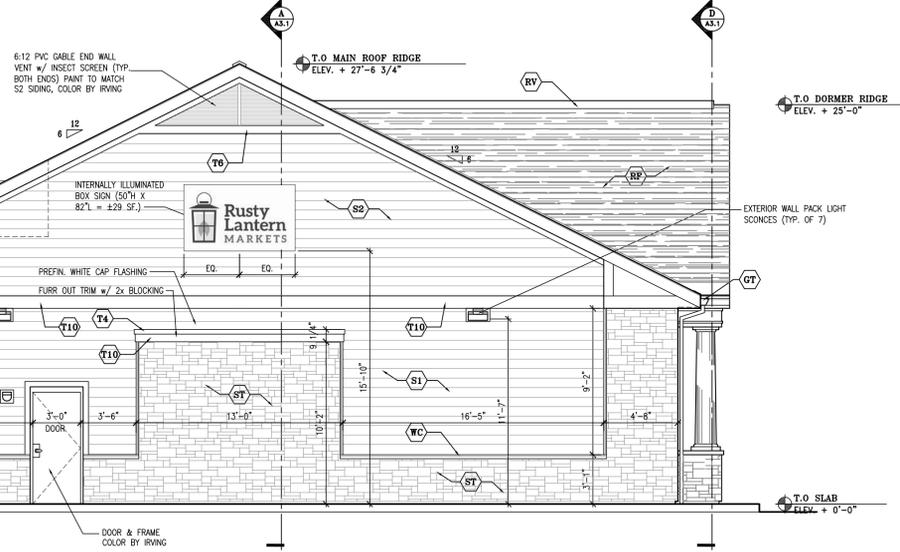
A-2

T.O MAIN ROOF RIDGE  
 ELEV. + 27'-6 3/4"  
 T.O DORMER RIDGE  
 ELEV. + 25'-0"

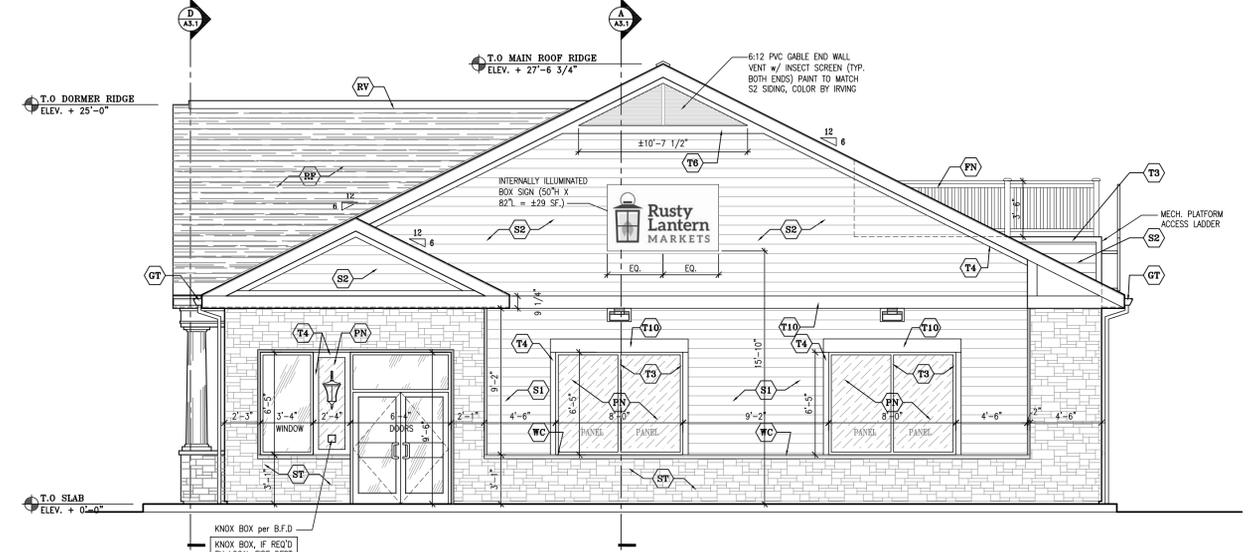
T.O SLAB  
 ELEV. + 0'-0"



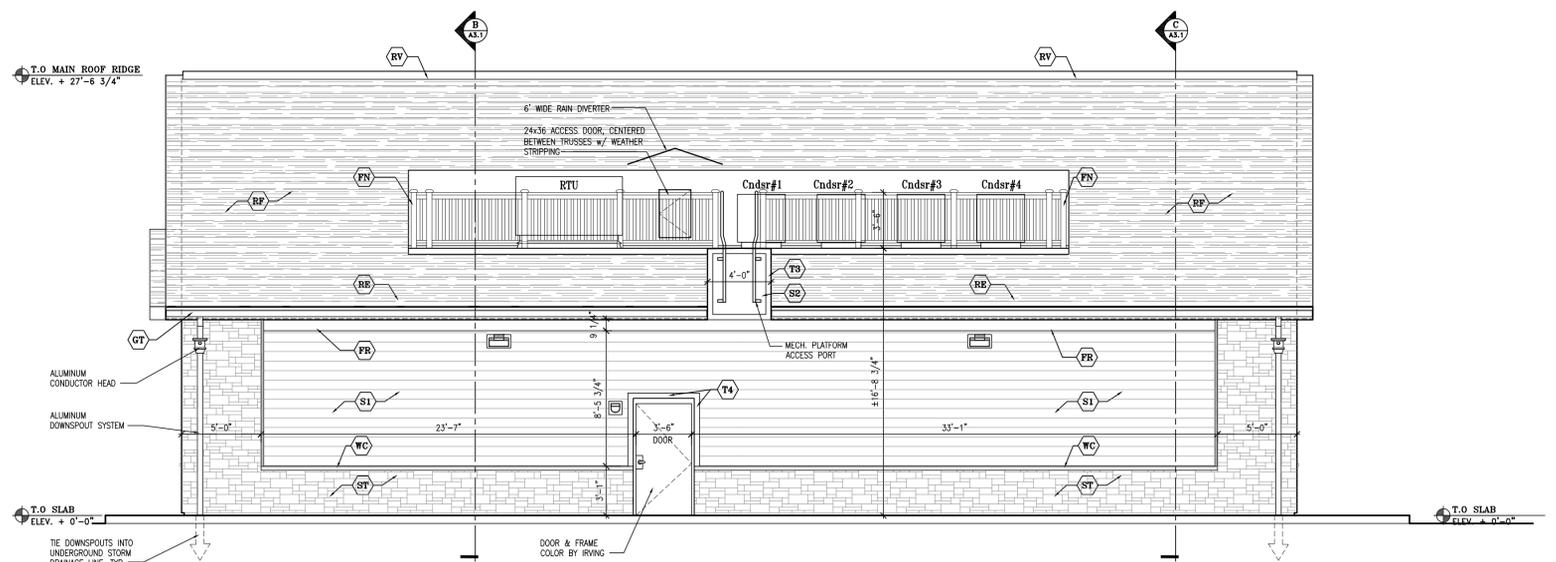
ENTRY ELEVATION (EAST)  
 SCALE: 3/16" = 1'-0"



SIDE ELEVATION (SOUTH)  
 SCALE: 3/16" = 1'-0"



BATH ROAD ELEVATION (NORTH)  
 SCALE: 3/16" = 1'-0"



REAR ELEVATION (WEST)  
 SCALE: 3/16" = 1'-0"

MATERIAL LEGEND:

- CB** 1x8 MAIBEC CORNER BOARDS - 327 MOCCASIN
- FC** 2x4 ON 2x10 FASCIA w/ METAL CAP FLASHING
- DR** PREFINISHED BROWN ALUM. DRIP EDGE, TYP.
- FN** +42" WHITE 'PREMIER' COMPOSITE RAILING SYSTEM / HVAC SCREEN COLOR BY IRVING
- FR** 1x10 MAIBEC FREIZE BOARD (327 MOCCASIN) w/ CONT. PRE-FINISHED ALUM. FLASHING (DARK BROWN)
- GT** 6" PREFINISHED WHITE ALUM. GUTTER SYSTEM ON ALUM. CLAD 1x8 FACIA - WHITE GUTTERS, BROWN DOWNSPOUTS FINAL COLOR SELECTION BY IRVING.
- PN** 3/8" PAINTED MDO PANELING OVER EXTERIOR BUILDING SHEATHING & V.B - COLOR TO BE DETERMINED
- RE** METAL EDGE ICE CUTTER w/ HEAT TRACE GUTTER & EAVE SYSTEM TIED TO T-STAT
- RF** GAF TIMBERLINE HD, COLOR: BARKWOOD OR APPROVED EQUAL. G.C. TO VERIFY w/ OWNER
- RV** 'ROLL SCREEN' RIDGE AIR VENT w/ SHINGLE CAP, INSECT SCREEN & 3" THROAT MIN., TYP.
- S1** 7" T1W MAIBEC SIDING OVER 'TYPAR' BUILDING WRAP, TYP. - ALGONQUIN AMBER CEDAR
- S2** 7" T1W MAIBEC SIDING OVER 'TYPAR' BUILDING WRAP, TYP. - SANDSTONE
- ST** 'VERSETTA STONE' PANEL SYSTEM OVER 'TYPAR' BUILDING WRAP, TYP.
- T3** 1x3 MAIBEC TRIM BOARD w/ PRE-FINISHED ALUM. FLASHING (WHITE) @ ALL HEADS & HORIZ. TRIM BOARDS - ULTRA WHITE
- T4** 1x4 MAIBEC TRIM BOARD w/ PRE-FINISHED ALUM. FLASHING (WHITE) @ ALL HEADS & HORIZ. TRIM BOARDS - ULTRA WHITE
- T6** 1x6 MAIBEC TRIM BOARD w/ PRE-FINISHED ALUM. FLASHING (WHITE) @ ALL HEADS - ULTRA WHITE
- T10** 1x10 MAIBEC TRIM BOARD w/ PRE-FINISHED ALUM. FLASHING (WHITE) @ ALL HEADS - ULTRA WHITE
- WC** 'VERSETTA STONE' WAINSCOT CAP

2-2-16

## Julie Erdman

---

**From:** Tom Saucier <tsaucier@sitedesignassociates.biz>  
**Sent:** Wednesday, February 24, 2016 4:34 PM  
**To:** John Foster  
**Cc:** Jared Woolston  
**Subject:** Lot 5 Brunswick Landing  
**Attachments:** LOT 5 022316tmp C-105 Traffic Improvement plan (1).pdf

Hi John

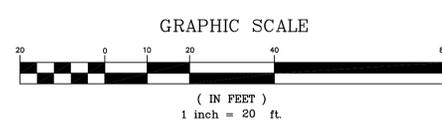
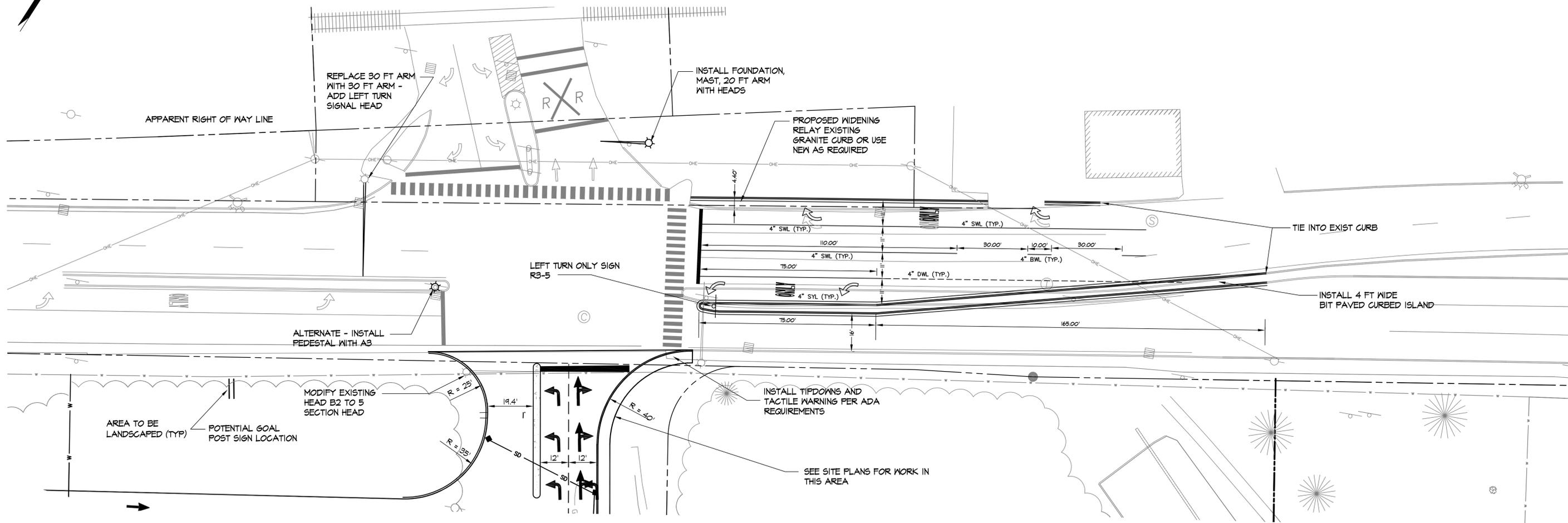
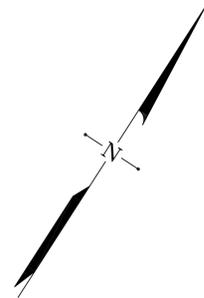
During the SRC meeting yesterday, we presented the attached conceptual plan for improvements to Bath Road mandated by the Traffic Movement Permit issued by MDOT for lots 5 and 6.

At the SRC meeting we also agreed that we had comitted to a speed bump in the driveway between Bath Road and Allagash Drive, which we will add to the drawings.

thanks  
tom

Tom Saucier, P.E.  
Site Design Associates  
23 Whitney Way  
Topsham, Maine 04086

ph: 207-449-4275  
cell: 207-756-0068  
email: [tsaucier@sitedesignassociates.biz](mailto:tsaucier@sitedesignassociates.biz)



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REV.	DATE	STATUS	BY	CHKD.	APPD.	REV.	DATE	STATUS	BY	CHKD.	APPD.

**Site Design Associates**  
 Consulting Engineering & Land Planning  
 23 Whitney Way Topsham, Maine 04086 Tel: (207) 449-4275  
 CLIENT: **BRUNSWICK PROPERTY HOLDINGS, LLC**  
 2 MAIN STREET, TOPSHAM, MAINE 04086

DESIGN: TWS  
 DRAWN: DEPT.  
 CHKD: TWS  
 DATE: FEB 2016  
 SCALE: 1"=30'

PROJECT: **PROPOSED TRAFFIC IMPROVEMENTS**  
 BRUNSWICK LANDING, BRUNSWICK, ME  
**CONCEPTUAL PLAN**  
 PROJ. NO. \_\_\_\_\_  
 DWG. NO. **C-101**  
 REV. **A**

Drawing Name: P:\2014 Projects\14-204-00 Brunswick Property Holdings Lot 5\DWG\LOT 5 - 022310.dwg / Plot Date / Time: Feb. 24, 10 / 9:00 AM

**BRUNSWICK PLANNING BOARD**  
**July 22, 2014**

**MEMBERS PRESENT:** Chair Charlie Frizzle, Dann Lewis, Richard Visser, Dale King, Bill Dana, and Soxna Dice

**MEMBERS ABSENT:** Margaret Wilson, Vice Chair

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

A meeting of the Brunswick Planning Board was held on Tuesday, July 22, 2014 in Council Chambers, Town Hall, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

Tonight's agenda includes a combined Sketch/Final Major Review Site Plan application submitted by Hammond Lumber Company for an expansion of their site on Spring Street, and secondly, the first ever Brunswick Common Development Plan being submitted by the combination of Priority Real Estate Group, LLC, and Midcoast Regional Redevelopment Authority.

**Case # 14-014 – Hammond Lumber Site Expansion:** The Planning Board will review and take action on a combined Sketch/Final Major Review Site Plan application submitted by Hammond Lumber Company, for development of a gravel storage area adjacent to the existing Hammond Lumber facility at 20 Spring Street, in the Mixed Use 2 Intown Railroad Corridor (MU2) Zoning District. Assessor's Map U15, Lot 130.

Jeremy Doxsee, Town Planner, explained that this application was submitted in April, and was first in front of the Staff Review Committee on May 1, 2014. It is a major development review because it creates more than 5,000 square feet of new impervious surface. It was noted that the applicant has already done the majority of the work and is seeking an after-the-fact approval. As part of a major development review, it goes before the Staff Review Committee first. Two issues were discussed that the Staff Review Committee felt needed additional analysis. The first issue was storm water treatment for the project. Initially, it was proposed that the additional storm water runoff would be directed into the right of way, but the town engineer indicated that he did not want to see a net increase in storm water. The second issue was the clearing of the 1.8 acre site by the applicant, which is allowed to do without a permit, but a gravel lay down area had been put down, which our ordinance treats as impervious, which triggered the need for development review. Since the landscaping had been cut down to the property lines, some abutting neighbors expressed concern about visual impact. Sitelines has revised the plans and resubmitted. During that time as well, the applicant was working with the State Department of Environmental Protection on a storm water permit, which would be required. After resubmission, the project went back before the Staff Review Committee on July 10, 2014. There

were few comments from the SRC at the July meeting, and the town engineer has not yet reviewed the revised storm water plan, but that has been added as a condition of approval. The applicant has received their storm water by rule permit approval. The applicant has not yet received the Tier 1 Natural Resource Protection Act permit, so that has also been added as a condition of approval.

Mr. Frizzle explained that the Natural Resource Protection Act permit is required because, as part of clearing and backfilling this site, a small amount of wetlands was filled in. They have submitted their application for that permit, and it is a condition of approval that the permit is received.

Curt Neufeld from Sitelines is here representing Hammond Lumber. He gave a presentation explaining the project, the permits they were waiting for, and the fence that was going to be put up as a buffer to abutting land owners. There are no lights proposed, no structures, and no increase in traffic expected. He suggested a change to condition 3 to read that they submit a plan to meet the storm water requirements, rather than the storm water treatment. Other than that, he is satisfied with Jeremy's conditions.

Mr. Dana asked if any water checks were made after the big rain storms we have had recently.

Mr. Neufeld is unaware of any checks. The calculations are based on future work being impervious, and now it is just disturbed earth with mulch, so he doesn't believe it is producing the same amount of runoff as a finished commercial development.

Mr. Frizzle opened the public comment period, although it was not required. Seeing no public wishing to speak, he closed the public comment period.

Soxna Dice noticed that the provision of no lights offered by Sitelines was not written anywhere, and would like to make sure it's enforceable. She would like to see a note on the plan or stronger wording than "no lighting is proposed".

Mr. Neufeld responded that they would need to come back before the Board if lights were needed in the future. The lighting plan would need to show its compliance with the ordinance.

Ms. Breinich responded that a condition cannot be made for something that hasn't been proposed.

Mr. Visser didn't see the need of making a notation about the lighting.

Mr. Frizzle was concerned with the precedent of putting something on the note to the negative, and they have never done that before. They are not putting a note on for other aspects of the plan, such as no sheds are proposed for the plan, or other possible future needs.

After speaking with Mr. Lewis, Mr. Frizzle announced that the majority did not favor adding the condition.

Mr. Doxsee spoke about the conditions attached to the plan.

Mr. Frizzle would like to clarify the impervious surface requirement and the calculation of that requirement, and Mr. Doxsee explained how the impervious surface was calculated. He explained that none of the site elements were ever looked at previously, since it was built out prior to 1972. Staff made the decision to review only the 1.8 acres, which triggered the “permit by rule” because it disturbs over an acre and tree removal was involved, but there is less than an acre of new impervious surface, so that triggers the “storm water permit by rule”. Initially the DEP was going to treat both lots as an entire development, but they also decided that since there were no historical records on this property, they also only considered the 1.8 acres. The State and the Town have taken a consistent approach to this review.

Mr. Frizzle asked Mr. Doxsee if he followed up with the Fire Department about access to the laydown area should there be a fire, and Jeremy replied he had talked with Chief Brilliant, who felt there was adequate emergency access.

**MOTION BY BILL DANA THAT THE BOARD DEEMS THE APPLICATION TO BE COMPLETE. SECONDED BY DANN LEWIS, APPROVED UNANIMOUSLY OF THOSE PRESENT.**

There were no comments on the draft finding of facts as presented.

**MOTION BY DALE KING THAT THE BOARD WAIVES THE FOLLOWING REQUIREMENTS:**

1. Class A High Intensity Soil Survey.
2. Profile, cross-section dimensions, curve radii of existing streets.
3. Profile of water and sewer service lines.

**SECONDED BY RICHARD VISSER, APPROVED UNANIMOUSLY.**

**MOTION BY SOXNA DICE THAT THE MAJOR DEVELOPMENT SKETCH PLAN AND FINAL SITE PLAN IS APPROVED WITH THE FOLLOWING CONDITIONS. SECONDED BY DANN LEWIS, APPROVED UNANIMOUSLY OF THOSE PRESENT.**

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 review and approval in accordance with the Brunswick Zoning Ordinance.

2. Prior to a signature of the mylar by the Planning Board the applicant shall provide a copy of the Tier 1 Natural Resource Protection Act permit approval to the satisfaction of the Director of Planning & Development.
3. Prior to signature of the mylar by the Planning Board, the storm water management plan shall be approved by the Director of Public Works, with the finding that storm water management has been designed in accordance with the latest Maine DEP Best Practices Design Manual.

**Case # 14-021 Common Development Plan:** The Planning Board will review and take action on a combined Sketch/Final Plan Major Review Common Development Plan application submitted by Priority Real Estate Group, LLC and Midcoast Regional Redevelopment Authority. Located in the BNAS Reuse District; Assessor's Map 40, Lots 1, 10, 16, 32, 34, 37, 48, 50, 52, 52, 72, 76, 84, &103.

Jeremy Doxsee, Town Planner, is presenting the Board's first review of a Common Development Plan from co-applicants Midcoast Regional Redevelopment Authority and Priority Real Estate Group. This combined sketch/final plan was presented to the Staff Review Committee on May 1, 2014. Since this was the first time a Common Development Plan has gone through the review and approval process, there were a number of elements in the CDP ordinance that staff felt needed additional clarification. Since that time, the applicant has met with various staff on several occasions, and the Code Enforcement Officer has met with members of the Bicycle & Pedestrian Advisory Committee. A workshop with the Planning Board was held a few weeks ago, and after that meeting, the Board was able to tour the site of the project. Mr. Doxsee noted seven waivers requested by the applicant.

Curt Neufeld from Sitelines represents the joint applicant, and gave a brief presentation of the plan, including conceptual layouts.

Mr. Frizzle commented that Note 1 in the modified dimensional standards did not apply, and Ms. Breinich concurred.

Mr. Neufeld pointed out some revisions in the plan, in part due to the Board's comments previously. These included better access to some lots and the redesign of parking lots to preserve additional green space. The mature trees lining Admiral Fitch Avenue will be retained.

Mr. Frizzle mentioned that the Board would not be approving any specific site plans as part of this Common Development Plan. What is scheduled to be approved tonight are those features that will define this project as a Common Development Plan, and the individual site plans, which need to be in conformance with the CDP, will come to the Board as the sites are developed.

Mr. Visser had a question about the entrance from Bath Road, and Mr. Neufeld explained that they would have to go through a permitting process with DOT, and consultants bring in an engineer to estimate traffic counts and to look at existing traffic. They are anticipating that a left turn lane will be required, the road may need to be widened to accommodate the lane, and signals modified.

Ms. Dice had a question about footnotes, which Ms. Breinich answered.

Mr. Frizzle opened the meeting to the public for comments; seeing none, he closed the public comment period.

**MOTION BY DALE KING THAT THE BOARD DEEMS THE APPLICATION TO BE COMPLETE. SECONDED BY SOXNA DICE, APPROVED UNANIMOUSLY OF THOSE PRESENT.**

**MOTION BY BILL DANA THAT THE BOARD WAIVES THE FOLLOWING REQUIREMENTS:**

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

Mr. King asked to have waiver 7 explained. Mr. Frizzle believed the applicant was trying to maintain Admiral Fitch Avenue as a boulevard, with wide esplanades on each side, and Mr. Neufeld agreed.

Steve Levesque, Midcoast Regional Redevelopment Authority, added that until a connector is built from Route 1 into the property, Admiral Fitch is the main entrance. It is four lanes and getting busier, so they are limiting parking to the less congested side roads.

Mr. Frizzle spoke about signage, and a comment that had been received from a resident. Mr. Levesque responded that they were going to put in an information kiosk and a phone in a centralized location near the former guard house to help people find businesses, but in the interest of aesthetics of the area, not every business was going to have its own sign. They will also have maps available.

Jeremy Doxsee suggested condition 6, which would clarify footnotes, and it was added below.

**SECONDED BY DANN LEWIS, APPROVED UNANIMOUSLY OF THOSE PRESENT.**

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

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, its representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.
2. That an easement be preserved for the existing bicycling/walking path, the intent being that relocation of the path will only occur if no other site development alternative is available for Lots 8, 9, 10, 11, 12 and 14.
3. That new sidewalks shall be provided along Pegasus Street consistent in width and materials of existing sidewalks.
4. That the dimensional and density standards as approved shall be placed on the common development plan.
5. That the size and materials for business identification signs on Lot 5 shall be determined at the time of Development Review.
6. That footnotes 1-6 in the dimensional and density table for the Common Development Plan shall be removed to the satisfaction of the Director of Planning and Development.

**MOTION BY DALE KING TO APPROVE THE COMMON DEVELOPMENT PLAN, SECONDED BY DANN LEWIS, AND APPROVED UNANIMOUSLY OF THOSE PRESENT.**

**ZORC Update:**

Ms. Breinich gave an update on the progress of the Zoning Ordinance Rewrite Committee. There is a schedule of meetings, and they are in the process of notifying boards, committees and commissions of their respective meetings. All meetings are open to the public.

- There will be a "soft opening" of the proposed draft ordinance on July 31, 2014 in the Council Chambers. Don Elliott of Clarion Associates will be giving a presentation.
- The committee will be meeting with the Planning Board, Village Review Board and the Zoning Board of Appeals on August 5, 2014.
- On August 11, 2014, the committee will be meeting with the Master Plan Implementation Committee and the Brunswick Bicycle & Pedestrian Advisory Committee.
- On August 12, 2014, they will meet with Marine Resources, Recreation Commission, Conservation Commission, and the Rivers and Coastal Waters Commission. These meetings are to introduce the ordinance and give highlights of the changes geared specifically to the groups present.
- Public forums will be held on September 17, 2014, and September 24, 2014, and according to the amount of input the committee is getting, will decide on further public forums.
- The tentative plan is to use October, November and December to prepare the final draft for review and adoption.

**Other business:**

Ms. Breinich asked if any of the Board would like to meet on the 29<sup>th</sup> for training, pending TV3's approval. At Soxna's request, the training time would be 6:30 pm.

**Minutes**

There is one set of Draft 1 minutes for the June 3, 2014 meeting, which Mr. Frizzle asked Board members to review and give and changes or comments to Jeremy as soon as possible. There are 3 sets of Draft 2 minutes; April 8, 2014, April 29, 2014 and May 27, 2014.

**MOTION BY BILL DANA TO APPROVE MINUTES OF THE PLANNING BOARD MEETING HELD APRIL 8, 2014, SECONDED BY SOXNA DICE, AND THE VOTE WAS UNANIMOUS OF THOSE PRESENT.**

**MOTION BY BILL DANA TO APPROVE MINUTES OF THE PLANNING BOARD MEETING HELD APRIL 29, 2014, SECONDED BY DANN LEWIS, AND THE VOTE WAS UNANIMOUS OF THOSE PRESENT.**

**MOTION BY DICK VISSER TO APPROVE MINUTES OF THE PLANNING BOARD MEETING HELD MAY 27, 2014, SECONDED BY BILL DANA, AND THE VOTE WAS UNANIMOUS OF THOSE PRESENT.**

**Adjourn**

Mr. Frizzle adjourned the meeting.

Attest

Debra L. Blum  
Recording Secretary

## Julie Erdman

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**From:** John Foster  
**Sent:** Tuesday, March 01, 2016 8:09 AM  
**To:** Tom Saucier  
**Cc:** jhoward@priorityrealestategroup.com; 'Wes Thames'; Jared Woolston; Anna Breinich  
**Subject:** RE: Review of Lot 5 Site Plan and Proposed Changes to Bath Road  
**Attachments:** MRRA Request for Traffic Signal Changes, Bath Road at Admiral Fitch Avenue

Tom,

First, I am not available to meet on Friday but am here thru Thursday this week and all of next week. As for what I said in my original email I still feel it accurately represents my view of the project as submitted. I did attend the MDOT scoping meeting in 2014 and did speak with Tim Soucie in October about the project but I had expected to hear back from him before the permit was issued and after the timing had been analyzed. I also recall you folks originally presented this project saying you were prepared to do a major intersection change to address all issues and planned to widen the road on the south side along the project site but that is not what you submitted. Also, to my surprise, I found out from you that MDOT has approved the TMP without even seeing any plan of the intersection widening and traffic signal changes.

On a separate but related point, I have attached an email I sent to our Town Manager on December 14, 2015 in response to a written complaint about the delays to traffic due to our traffic signals in this area the town received from Steve Levesque, MRRA. The three intersections here controlled by the one traffic controller is clearly no longer working well and I am not at all convinced adding more traffic with additional phases is at all appropriate without upgrading the signal controller. Given this information and your response I believe the town needs to seriously consider having a peer review done of the proposed traffic changes. Thanks, John

John Foster, Town Engineer/Public Works Director  
Town of Brunswick  
207.725.6654

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**From:** Tom Saucier [mailto:tsaucier@sitedesignassociates.biz]  
**Sent:** Monday, February 29, 2016 6:23 PM  
**To:** John Foster; Jared Woolston; Anna Breinich  
**Cc:** jhoward@priorityrealestategroup.com; 'Wes Thames'  
**Subject:** RE: Review of Lot 5 Site Plan and Proposed Changes to Bath Road

Hi all

Can we meet some time Friday morning to discuss these comments and other outstanding issues so we can hopefully come to a resolution prior to the planning board meeting on the 8th?

For the record, a copy of the traffic movement permit application was submitted to the town as is required by the TMP process, and town staff were invited to and attended a scoping meeting on December 18, 2014. The trip generation analysis was revised and submitted to DOT on June 6, 2015, to eliminate the drive through and reduce the sf of the c-store. At that time the trip generation went down, so we did not submit a copy of that revision to the town.

Subsequent to that, the attached traffic impact study was prepared and submitted to the town on August 3, and on or about August 3, along with a check for \$1500 to DOT. It was Bill's opinion at the time, based on discussions with AD Electric, that the phasing of the lights would need adjustment but the controller was fine.

John, I apologize if you did not receive a copy of this information. This is the first I have heard of it.

Tim Soucie indicated that he discussed the permit application with you (John) on October 8, 2015, (in part because I asked him if you had any comments) specifically to get input before he wrote the final permit, and at that time my understanding from Tim was that you were concerned with the timing/phasing of the signals. I know that Tim indicated he was having someone from Augusta look at the timing, because that was somewhat outside his area of expertise. At that time, I asked Tim if we should all meet one more time, the town included, prior to the drafting of the permit, and indicated he had your feedback and that he didn't know if that was really necessary. He wanted to wait until his colleague in Augusta was through with his review.

The permit was drafted and issued a little over a month later.

I would ask that each of you let me know if you are available on Friday morning and what times might be best. Jim and I are available any time on Friday morning.

thanks  
tom

Tom Saucier, P.E.  
Site Design Associates  
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cell: 207-756-0068  
email: [tsaucier@sitedesignassociates.biz](mailto:tsaucier@sitedesignassociates.biz)

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**From:** John Foster [<mailto:jfoster@brunswickme.org>]  
**Sent:** Monday, February 29, 2016 4:23 PM  
**To:** Jared Woolston  
**Cc:** Tom Saucier ([tsaucier@sitedesignassociates.biz](mailto:tsaucier@sitedesignassociates.biz)); Bill Eaton ([bill.eaton@eatontraffic.net](mailto:bill.eaton@eatontraffic.net))  
**Subject:** Review of Lot 5 Site Plan and Proposed Changes to Bath Road

Jared,

I am reluctant to write my comments on this project at this time as it is in the process of being revised but I will summarize my main concerns with the understanding I will need to review and comment on revised plans when they become available.

1. I have reviewed the "Proposed Traffic Improvements – Conceptual Plan", Sheet C-101 as submitted to us on 2/24 by Tom Saucier, Site Design Associates and have the following concerns:
  - a. The plan as shown calls for widening Bath Road on the north side of the road and that means onto private land owned by others and the applicant has not obtained ownership of the needed land. In speaking with Tom Saucier this morning he indicated he would revise the plan to instead show widening of the roadway on the south side of the road and not the north side as submitted. This is a major change to the project that will also impact the filed site plans for Lot 5 and require land to be given by MRRA to the Town of Brunswick for the road alignment changes yet TBD.
  - b. No traffic analysis data has been submitted for our review. I understand from speaking today with Bill Eaton he has prepared such for review by MaineDOT but that information was not

submitted to the town. I have emailed and called MaineDOT with questions on their TMP but have not yet heard back from anyone. We need to see and review the complete traffic study. It is unknown at this time if peer review might be needed.

- c. The plans as developed propose to utilize the existing traffic signal controller that we believe was originally installed in 1992 as part of the new system back then when Merrymeeting Plaza was developed and this intersection was first created. It is my opinion this controller is outdated and not suitable for any additional demands or phases and needs to be replaced as part of this traffic impact process.
  - d. In my opinion the concept plan fails to consider the MaineDOT Complete Streets Policy and does not adequately address bicycle and pedestrian users going thru the intersection or too and from the site. The plan needs to be revised to address these users.
  - e. The east bound traffic lane east of the new intersection has been narrowed by 3 feet and this is unacceptable. We request the shifted lane be kept at its existing 19 foot width.
  - f. The plan indicates an alternate to locate a traffic signal head on a pole in the center island. This is not an acceptable alternate to us and we request the other approach indicated, to extend the 30 foot mast arm to 40 feet be the approach used. We will require additional structural evaluation of the existing pole and foundation to certify it is capable of accepting the additional load put on it by the longer mast arm and additional signal heads.
  - g. The existing signal pole on the southwest corner of the new intersection is 2.1 feet above pavement grade to the top of the concrete foundation. The proposed 25 foot curb radius will require this foundation to be removed and reset/replaced a safe distance back from the face of curb and the height/depth of bury adjusted for the revised grades. Also, a traffic signal junction box exists just north of the existing foundation that will also need to be relocated.
  - h. There is currently no traffic signal plan indicating timing and phasing for this intersection along with the other two intersections controlled by the existing one signal controller. The applicant will need to develop a complete traffic signal site plan locating all wiring runs, junctions boxes, signal heads, etc. to be impacted along with a total signal phase operational and timing plan for review and approval.
2. I have reviewed the lighting photometric plan for the site and find it acceptable.
  3. Pedestrian access to the site from Bath Road is not well defined or provided for. I would recommend a crosswalk across the entrance to the site at the signal and intersection and then a sidewalk up along the southwest side to a crosswalk across the parking lot perpendicular to the sidewalk in front of the store. For the sidewalk on the east side of the new access drive a provision should be made for pedestrian access to the store.

Again, the above is based only a "concept" plan for Bath Road where we need to review final design plans before we can make complete final comments. Let me know if you have any questions, thanks, John

John Foster, Town Engineer/Public Works Director  
Town of Brunswick  
207.725.6654

## Julie Erdman

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**From:** John Foster  
**Sent:** Monday, December 14, 2015 1:27 PM  
**To:** John Eldridge  
**Cc:** Richard J. Rizzo (RRizzo@brunswickpd.org)  
**Subject:** MRRA Request for Traffic Signal Changes, Bath Road at Admiral Fitch Avenue

JE,

I received and read today the 12/8 letter from Steve Levesque, MRRA asking the town to analyze the green time for the left turn arrow phase from Bath Road onto Admiral Fitch Avenue, the amount of green time for traffic exiting Admiral Fitch onto Bath Road and the possibility of synchronizing the 4 traffic signals on Bath Road from Cooks Corner intersection to Merrymeeting Plaza. While his letter was to you and PD is in charge of signals I would like to provide you with the following information/comments:

1. The three traffic signals on Bath Road from Merrymeeting Plaza to the Cooks Corner Mall (near 5 Guys restaurant) are currently synchronized and these three lights are all controlled by one signal controller so they are synced. I have been present when traffic engineers and MDOT officials were asked if Cooks Corner could be included and they have emphatically stated that intersection is far too complex with too many phased movements to be included in any coordination attempts with other signals on Bath Road or Gurnet Road.
2. The question of signal timing sufficiency for movements in and out of Brunswick Landing should, in my opinion, be analyzed by MRRA by a traffic engineer they hire to assess their traffic impact on Bath Road. I would not recommend the town hire a traffic engineer at taxpayer expense since we have always looked for private developments to assess their traffic impacts to the public road system.
3. Lastly, I do know that there is a project proposed by Jim Howard for development of the MRRA site opposite Merrymeeting Plaza that would make that intersection a four way intersection and significantly change the traffic flow in this area. I do know they have filed for a MaineDOT Traffic Movement Permit and a scoping meeting has been held with DOT, the developer's traffic engineer, Eaton Traffic Engineering and the town. The project has also received Sketch Plan site plan approval from the Planning Board. It would appear to me it would be best to wait to see what changes are needed to signal timing and lane assignments in this area given the substantial traffic changes that have been talked about to accommodate this project.

Those are my comments FYI, thanks, John

John Foster, Town Engineer/Public Works Director  
Town of Brunswick  
207.725.6654

## Julie Erdman

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**From:** Tom Saucier <[tsaucier@sitedesignassociates.biz](mailto:tsaucier@sitedesignassociates.biz)>  
**Sent:** Wednesday, February 24, 2016 6:16 PM  
**To:** Jared Woolston  
**Cc:** Anna Breinich  
**Subject:** RE: Lot 5

Thanks for the observations. Sorry I did not have the time to join you.

I believe we discussed street trees and lawn along Allagash at the entrance to the site, which might have a nicer look to it. The ditch back slope generally extends to the Allagash Drive right of way westerly of the proposed drive. Planting in the right of way is not something we have a right to do. During our meeting today we discussed an additional street tree easterly of the entrance and two additional street trees westerly of the entrance. Bob from MRRA indicated that MRRA would consider some street trees in the right of way. I will discuss with Jim.

In regards to the white pines, the problem with salvaging single white pines to stand alone is that you end up with a tree more susceptible to wind throw that will ultimately be hazardous and have to come down anyway. I do not believe it will be necessary to cut the tree shown on the corner of lot 6A as a part of this project. The other you speak of will need to be removed, based on the grading and intensive landscaping proposed in this area.

As we indicated today, the look of a property and the landscape quality is generally high on Jim's priority list.

tom

Tom Saucier, P.E.  
Site Design Associates  
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Topsham, Maine 04086

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cell: 207-756-0068  
email: [tsaucier@sitedesignassociates.biz](mailto:tsaucier@sitedesignassociates.biz)

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**From:** Jared Woolston [<mailto:jwoolston@brunswickme.org>]  
**Sent:** Wednesday, February 24, 2016 5:39 PM  
**To:** Tom Saucier  
**Cc:** Anna Breinich  
**Subject:** RE: Lot 5

Yes, all submissions need to be duplicated for the planning board members.

I visited the site today like we discussed and observed the tree stand on Lot 5 . After reviewing the plan and visiting the site, I understand your finding that it may be impractical to try and salvage the tree stand given the proposed development area. Additionally, I observed that the stand is quite dense and exhibits sparse mid and lower canopy in nearly all of the Eastern White Pines. There are a handful of trees near the entrance at Allagash Drive that may be salvageable but there again the tree canopy was somewhat sparse in mid to lower branches. Either way, the proposed landscaping should extend down Allagash Drive as discussed at SRC. Specifically, there should be trees along Allagash,

and shrubs, groundcovers, and herbaceous plants similar to that proposed at Bath Road may be appropriate. We can discuss this further if you like tomorrow.

I observed two (2) Eastern White Pine trees at the existing entrance off Bath Road that may be avoided. One of the trees is on the edge of Lot 6A and appears on the plan. The other tree is at the edge of the fence line abutting Bath Road. They both contain full healthy canopies and appear to be set back from the road far enough to avoid site obstructions with oncoming traffic. Salvaging those trees may be impractical given the proposed landscape plan, and the location of the sign but if they can be salvaged it would be great.

Jared Woolston  
Planner  
Town of Brunswick  
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**From:** Tom Saucier [<mailto:tsaucier@sitedesignassociates.biz>]  
**Sent:** Wednesday, February 24, 2016 4:26 PM  
**To:** Jared Woolston  
**Subject:** Lot 5

Hi Jared

For the next round of submissions, please confirm 3 full size and 7 reduced size copies of plans.

Do you need another 10 copies of the application and supporting materials as well?

thanks  
tom

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## Julie Erdman

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**From:** Tom Saucier <tsaucier@sitedesignassociates.biz>  
**Sent:** Friday, March 18, 2016 10:55 AM  
**To:** Jared Woolston  
**Cc:** Anna Breinich; jhoward@priorityrealestategroup.com  
**Subject:** RE: Seed Spec

Generally we are willing to spec this on the outside of the embankment. We would prefer to go with the mix required under the DEP BMP manual for inside slopes and the top of the embankment.

I am concerned about the comment below which indicates there is not a great source for this. I don't want to drive up the cost, or spec something the contractor cannot find. If we have difficulty finding this, we would have to revert to an alternative seed mixture.

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**From:** Jared Woolston [<mailto:jwoolston@brunswickme.org>]  
**Sent:** Friday, March 18, 2016 9:10 AM  
**To:** Tom Saucier  
**Cc:** Anna Breinich  
**Subject:** FW: Seed Spec

Tom: At SRC we talked about using a woody seed mix on the slope of your proposed soil filter structure. See attached seed specs from MDOT and let me know if you can use it, or if you have something else in mind.

Jared Woolston  
Planner  
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**From:** Ham, Eric [<mailto:Eric.Ham@maine.gov>]  
**Sent:** Friday, March 18, 2016 9:06 AM  
**To:** Jared Woolston  
**Subject:** Seed Spec

This is a spec we have used for riparian woody vegetation. It is a pre-mix from the Ernst company.

There was some discussion about making sure everything was Maine native. I cannot remember if this was the final list or if some things were removed.

You find out quickly that there is a not a great source for this.

Let me know if you need anything else.

Eric Ham  
Lead Biologist  
Bridge, Traffic, Multimodal, and Bridge Maintenance Programs  
Maine DOT Environmental Office  
16 State House Station  
Augusta, ME 04333  
(207) 215-7356



This email has been checked for viruses by Avast antivirus software.

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## Julie Erdman

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**From:** Jared Woolston  
**Sent:** Friday, February 19, 2016 1:08 PM  
**To:** 'Tom Saucier'  
**Cc:** Anna Breinich  
**Subject:** Case #16-003

Tom: The Brunswick Bicycle and Pedestrian Advisory Committee (BBPAC) reviewed your client's development review proposal (Case #16-003) at their meeting last night. The following are my notes from their review:

-the location where the proposed sidewalk meets the crosswalk within Bath Road is a hazard concern for pedestrians waiting to cross the Bath Road. BBPAC requested relocating the Bath Road crosswalk paint striping eastward towards the proposed sidewalk, or extending the proposed sidewalk to the crosswalk. BBPAC's concern stems from their finding that pedestrians are likely to stand and wait to cross the Bath Road within the proposed driveway and/or Bath Road. Further, those pedestrians may be at risk of being struck by a moving vehicle that leaves the proposed driveway in the event that a vehicle driver is looking left at oncoming traffic, and continues to move forward unaware of a pedestrian standing in the vehicle's travel path;

-Bath Road intersection traffic should be halted to allow pedestrians to cross the Bath Road without vehicle traffic. BBPAC recommended alternatives for addressing their recommendation include: a pedestrian activated light, either by pressure switch in the ground, or other method which allow a pedestrian to change all of the lights within the intersection to red; and signage that alerts oncoming traffic of the pedestrian crossing, and associated right of way within the crosswalk at Bath Road;

- pedestrian traffic flow within the proposed development is unclear. The proposed sidewalk appears to serve pedestrians accessing the adjacent lot (Lot 6A) but does not appear to serve pedestrians accessing the proposed convenience store. Pedestrians may be likely to move from the proposed sidewalk entrance at Bath Road and cross the driveway towards the convenience store, rather than following the proposed sidewalk that runs to the east (north and south oriented). A crosswalk at the Bath Road entrance, and a sidewalk running from the westward along the proposed edge of pavement, and a crosswalk from that sidewalk (north to south) to the convenience store may avoid encounters with vehicle traffic entering the site from the Bath Road, and pedestrians walking within the proposed driveway;

-BBPAC requested a bike rack at the convenience store;

-BBPAC requested a bicycle fix-it station like the one at Rusty's Market in Topsham be located at the proposed facility on Lot 5.

Please respond accordingly to me as soon as practicable. I am in the office today if you want to call with questions.

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**Draft Findings of Fact  
Special Permit (Section 701)  
U-Haul Moving and Storage of Brunswick  
Planning Board Review Date: March 22, 2016**

**Project Name:** U-Haul Moving and Storage  
**Case Number:** 16-009  
**Tax Map:** Map U07 Lots 48 and 68  
**Applicant:** U-Haul Company of New Hampshire and Maine  
c/o Jon Hynes  
515 South Willow Street  
Manchester NH 03103

**PROJECT SUMMARY**

Case Number 16-009 – U-Haul Moving and Storage - The Board will hold a public hearing on a **Special Permit** application submitted by U-Haul Company of New Hampshire and Maine for the proposed reuse of an existing industrial building on a parcel located at 1 Cressey Road, primarily within the **Business and Industry 1 (I1) – Industry Road Industrial Park Zoning District; and partially within the Town Residential 4 (TR4) – Jordan Acres Neighborhood Zoning District (Assessor’s Map U07, Lots 48 and 68).**

The existing site is the former location of Cooper Industries. The applicant proposes to reuse the site which includes an existing 186,000 square foot building and associated parking as follows:

Proposed Site Use Table for I1 Zone			
Description	Zoning Use	Building Area* (sf)	Notes
Moving Equipment Rental	Equipment Rental	2,000	Omitted Use
Self-Storage	Warehousing	30,000	Permitted Use
U-box Storage	Warehousing	12,000	Permitted Use
BIW Storage	Warehousing	60,000	Permitted Use
Reserve Storage	Warehousing	60,500	Permitted Use
Retail	Retail	3,500	Accessory Use
Equipment Repair	Auto Service	15,000	Accessory Use
Office Space	Business Office	3,000	Accessory Use
<b>Total</b>		<b>186,000</b>	

\*Building areas are approximate. BIW Storage is existing leased space to continue under U-Haul ownership.

Equipment rental use is an omitted use from the Brunswick Zoning Ordinance. Therefore a Special Permit application is required for the proposed use. All other proposed uses are currently permitted or will remain as accessory to the permitted uses.

Upon approval of the Special Permit, the applicant shall submit a major development review application for Planning Board consideration to provide additional parking and outdoor display area.

**Review Standards from Special Permits Section 701.2 of the Town of Brunswick Zoning Ordinance**

The following standards set forth herein shall be applied, where applicable, by the Planning Board when considering an application for Special Permit. The burden of proof of compliance with these standards rests solely with the applicant.

**A. The application shall further the planning goals of the Planning Area in which the property is located, as follows:**

A1.6 Existing Industrial Planning Areas (2008 Comprehensive Plan)

- A. Existing Industrial Planning Areas encompass portions of the town that currently accommodate more intensive business and institutional uses. As development expansions and redevelopment occur within these areas, the environmental and visual quality is improved.
- B. Appropriate land use includes a limited range of non-residential uses including light industrial, service and office uses but not including retail or consumer-oriented activities as principal uses.
- C. This portion of this growth planning area is located within the Industry Road Industrial Park, the Town's original industrial area.

*This Special Permit application is consistent with and furthers the planning area goals by adding an auto-dependent light industrial use with accessory uses to complement principal uses in an existing large scale industrial building.*

*The Planning Board finds the proposed use furthers the planning goals of the Highway Commercial Planning Area.*

**B. The application is compatible in scale to its surroundings. In making this finding, the Planning Board shall consider the size and mass of buildings where new structures are being proposed, the number of employees, residents or customers, and the size and number of vehicles servicing the use. Notwithstanding the foregoing, when the Special Permit is proposed for a pre-existing structure, the Planning Board may find that the proposed use is compatible with its surroundings, even though it is out of scale and design with such surrounding properties if the applicant can demonstrate that the proposal will achieve mutual benefits without compromising any of the standards found in this ordinance.**

*No new structures are proposed. The site of the proposed use is comprised of an approximately 185,000-square foot building, and 87,000 square feet of paved parking area. An additional 50,000 square feet of paved service road and parking area is proposed. A full build-out consistent with the applicant's stated intentions would not be out of scale with surrounding development because there are other large scale developments in the area and this is a growth area for the town.*

*The Planning Board finds that the use is compatible with the scale of surrounding development.*

- C. The application is harmonious in design to its surroundings. In making this finding, the Planning Board shall consider building and window proportions, roof-lines, spacing of doors and windows, as well as orientation to public streets.**

*No new buildings are proposed. The proposed development is well oriented to public streets.*

*The Planning Board finds the proposed development is harmonious in design and compatible to the surrounding area.*

- D. The application further maintains or enhances a pedestrian oriented character in planning districts where such character is encouraged.**

*The Existing Industrial Planning Area is not pedestrian-oriented region. This area of town is auto-dependent.*

*The Planning Board finds that this standard is not applicable because the Existing Industrial Planning Area does not encourage pedestrian oriented development.*

- E. The application will not violate any standard of this Ordinance.**

*The proposed use does not violate any standard in the Zoning Ordinance.*

*The Board finds that the application will not violate any standard in the Zoning Ordinance.*

**Notwithstanding the foregoing, the Planning Board shall deny an application for a Special Permit if, in its determination, substantive, objective evidence from one or more persons entitled to notice is presented that reasonably demonstrates that:**

- 1. The proposal will adversely affect the enjoyment or use of that person's property**
- 2. The proposal will devalue such property**

*The Planning Board finds that in its determination, the proposal will not adversely affect the enjoyment or use of or devalue such property of persons entitled to notice.*

**MOTION**

**Motion 1:** That the Special Permit application is deemed complete.

**Motion 2:** That the Special Permit is approved with the following condition:

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.

**Planning Board Denial of Special Permits**

If the Planning Board denies an application for Special Permit, the Planning Board's decision is not subject to any appeal. However, the applicant may apply to the Town Council for a zoning amendment as provided for by Section 108 of the Town of Brunswick Zoning Ordinance.



March 1, 2016

Ms. Anna Breinich  
Director of Planning and Development  
Town of Brunswick  
85 Union Street  
Brunswick, Maine 04011

**RE: Special Permit Application  
U-Haul Moving and Storage  
1 Cressey Road  
Brunswick, Maine**

Dear Ms. Breinich,

On behalf of the U-Haul Co. of New Hampshire and Maine (Applicant), Walsh Engineering Associates, Inc. (WEA) is pleased to submit this Special Permit Application for the proposed re-use of the existing industrial building located at 1 Cressey Road in Brunswick, which is located within the I1 zoning district. The property includes two lots, identified as Map U07, Lots 48 & 68 on the Town’s Tax Assessor’s maps.

The Applicant is currently under a purchase and sale agreement for the subject property. The Applicant intends to use the site to rent moving equipment (i.e. moving vans, trailers, etc.), construct self-storage units within the building, and provide U-box storage (i.e. pod storage). Accessory uses will include the retail portion of the business and rental equipment repair. The Applicant also intends to maintain the existing tenant, Bath Iron Works, who is currently utilizing a portion of the building for storage and reserve a portion of the building for a future tenant or expansion. The table below indicates the proposed uses onsite.

Proposed Site Use Table for I1 Zone			
Description	Zoning Use	Building Area* (sf)	Notes
Moving Equipment Rental	Equipment Rental	2,000	Omitted Use
Self-Storage	Warehousing	30,000	Permitted Use
U-box Storage	Warehousing	12,000	Permitted Use
BIW Storage	Warehousing	60,000	Permitted Use
Reserve Storage	Warehousing	60,500	Permitted Use
Retail	Retail	3,500	Accessory Use
Equipment Repair	Auto Service	15,000	Accessory Use
Office Space	Business Office	3,000	Accessory Use
<b>Total</b>		<b>186,000</b>	

\*Building areas are approximate

Equipment rental is an omitted use from the I1 zone. Therefore, this Special Permit application is required for the proposed use. The self-storage and U-box storage uses are permitted within the zone. The retail and equipment repair uses are accessory to the primary uses because they are necessary for business operation, but encompass less than 40% of the total building area.

Below are responses to the specific questions contained the Special Permit application:

**How does your application further the Planning Goals for the Planning Area in which your property is located? Please indicate each of the Planning Area Goals with your response.**

The site is located within the Large Scale Business/Institutional Planning Area. Each of the Planning Area goals are addressed below in *italics*:

- Goal: These districts are intended to accommodate more intensive business and institutional uses, such as large office buildings, industrial uses, hospitals, and the Naval Air Station.

*The proposed uses at the site fit well within the intended use of the planning area. The equipment rental and storage uses, by nature, require a significant amount of floor and ground area for operation, similar to many of the other permitted uses within the zone.*

- Goal: The uses permitted within these areas are an important part of the economic and employment base of the Town. Much of Brunswick's employment growth is expected to occur in these planning areas.

*The proposed uses will have a positive impact on the economic and employment base of the Town. The site is currently underutilized with no employees and over two-thirds of the building floor area is vacant. The U-Haul business is thriving in the area and will maximize the potential of the existing building. Fifteen employees will be hired to work at the facility at the start, with more likely as business expands. Revenue provided by the proposed business will provide a boost to the Town's tax base.*

- Goal: Existing free-standing single and two family residential uses are discouraged and should be subordinate to the needs of businesses and other large institutions.

*No residential uses are proposed.*

- Goal: Limited retail and service businesses for employees of these districts is also encouraged, to reduce automobile trips to town center districts.

*Retail and service businesses for employees of the district are not proposed.*

- Goal: To maintain the availability of Large-Scale Business/Institutional Planning Areas for business and institutional use, retail and residential development should not dominate the area.

*The principle uses of the site will be warehousing and equipment rental. The retail portion of the business is accessory to the principle uses. The majority of customers visiting the business will be renting equipment or utilizing their rented storage space. A limited amount of customers are anticipated to visit the business strictly for retail purposes. No residential uses are proposed.*

**How many square feet of space is the proposed use going to occupy?**

The existing building is approximately 186,000 square feet. There is also approximately 87,000 square feet of existing exterior paved parking area. An additional 50,000 square feet of paved service road and parking area is proposed. See the table above for a breakdown of specific uses within the building.

**Is this use to be located within an existing structure?**

Yes, the business will be entirely within the existing structure. No new structures are proposed. No significant exterior structural modifications are proposed. The façade of the building will be improved with U-Haul brand design and color schemes. Rental equipment will be stored in the exterior paved parking areas on the building lot and the existing parking lot across the street.

**If a new structure(s) is proposed how many square feet is the structure?**

No new building structures are proposed. Proposed site improvements will include the construction of a paved service drive around the back of the building for fire protection purposes and the construction of paved display parking and equipment storage lots on the west side of the building. Stormwater management facilities will also be installed.

**How many people are to be employed at this site should the Special Permit be granted?**

The Applicant anticipates employing 15 people at the start of the business, with more employees to be added as business expands.

**If this involves a residential component, how many dwelling units are proposed?**

No residential units are proposed.

**How many customers are likely to use the site during the course of a day? Week? Please anticipate peak demand.**

The Applicant anticipates that, on average, about 15 customers will visit the site per day (105 per week). Peak usage will be on standard moving days (i.e. 1<sup>st</sup> of the month) and beginning and end of college semesters. During these times the Applicant expects to see approximately 30 customers per day (210 per week).

**How many service vehicles per week to do you anticipate?**

The U-Haul facility will receive approximately one shipment of supplies each week and three U-box shipments per week.

**What are the sizes of the vehicles that will service the business should the Special Permit be granted?**

The equipment and U-box delivery trucks will range from 30-foot single unit trucks to 55-foot WB-50 tractor trailers.

**If you are reusing a structure, demonstrate the mutual benefits associated with your application request (In other words, how will this project provide a benefit to its larger area in spite of the fact that it may be occurring within a pre-existing structure that is generally larger than typically found).**

The proposed uses will maximize the potential of the existing building, while maintaining a clean and quiet business for the surrounding area. The moving equipment and climate controlled storage space will provide benefits for the permanent and seasonal residents, college students, and businesses within the area. Market analysis indicates a growing need for these services within the greater Brunswick area.

Unlike previous uses of the site, the proposed use will not produce sludge or solid waste that needs special handling, nor will it create any adverse light, noise or air pollution impacts. The sewer demand of the proposed uses will be significantly reduced as the uses will not involve any industrial processing or industrial wastewater flow and the number of employees will be reduced.

**Explain how this application enhances or further maintains a pedestrian oriented character for the larger neighborhood.**

The proposed business will significantly reduce traffic impacts from the previous uses of the site. Records indicate that at one time the site was approved for a business with over 300 employees on a three shift basis, meaning traffic was coming and going from the site at all hours of the day and night, with the majority of traffic concentrated at shift changes. The proposed business will employ 15 people and have standard business hours of 7 am to 7 pm Monday through Saturday and 9 am to 4 pm on Sunday. 24-hour secured key-card access will be available to the self-storage portion of the business, but data from similar existing sites indicates that minimal customers visit the site late at night. Overall, traffic into and out of the site will be spread out during the day, as opposed to concentrated traffic periods at shift changes. The reduction in traffic to and from the site will greatly improve the pedestrian quality for the nearby neighbors.

Based on the information above, it is our opinion that the omitted use of moving equipment rental within the I1 zone is a compatible use for the site and surrounding area. The proposed use will not have an impact on the scale and mass of the existing building, will be a relatively low-impact use when compared to other permitted uses within the zone, and will not have an adverse impact on surrounding properties.

With this submission, the Client respectfully requests to be placed on the Planning Board agenda for the next available meeting. Please contact us if you require any additional information prior to the Planning Board meeting.

Respectfully,



William R. Walsh, III, PE  
Walsh Engineering Associates, Inc.

cc: Jon Hynes, President, U-Haul Co. of New Hampshire and Maine

enc: Boundary Survey  
Concept Plan  
Building Elevation Photographs



# Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

28 FEDERAL STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

## BRUNSWICK PLANNING BOARD APPLICATION PACKET SPECIAL PERMIT

### Overview

Special Permits are governed by Section 701 of the Zoning Ordinance. Special Permits are required for any use that is not permitted or prohibited in the Town of Brunswick. In making this determination, the applicant should check the Use Tables in Chapter 2 as well as any Special Use Requirements related to the use found in Section 306 of the Zoning Ordinance. Any use that is not listed on the table or described in Section 305.

The purpose of the Special Permit process is to determine if uses are appropriate on specific parcels. Uses subject to a Special Permit are not guaranteed as of right. In general, this process was established as way to deal with the reuse of non-conforming structures. The Planning Board may find that a specific use is inappropriate on a specific parcel and deny the Special Permit.

In addition, a site plan is required for the approval of the Special Permit. The Planning Board, in order to deem a Special Permit application acceptable, may require modifications to the submitted sketch plan.

### Process

Applications for Special Permit are subject to a public hearing by the Planning Board. A sketch plan of the property indicating the basic layout of the site and configuration of the proposed use is required. The Planning Department will notify all property owners within a 200-foot radius of the site. The Planning Board shall also, at the applicant's expense, place two notices of the Public Hearing in the *Brunswick Times Record*, the first of which must appear at least seven days prior to the Planning Board's Public Hearing.

A Special Permit that is approved or approved with conditions by the Planning Board shall be forwarded to the Brunswick Town Council within seven days. The Council has the authority to elect jurisdiction over the application for up to 30 days after the Planning Board's approval or approval with conditions of the Special Permit. Should it elect to exercise jurisdiction over the application, the Town Council reverses or modify the Planning Board's decision.

All Special Permit applications shall be subject to Development Review after an approval has been successfully granted. The level of Development Review shall be commensurate with the level of development activity proposed.

## **Standards**

The Planning Board will review Special Permits based on the following criteria:

- The extent to which the proposal furthers the goals of the “Planning Area” in which the application is located.
- The compatibility of the proposal in terms of scale to its surroundings.
- The extent to which the application is harmonious in design
- Enhancement of pedestrian oriented character where applicable
- Compliance with other provisions of this zoning ordinance.

The Planning Board may deny an application if substantive, objective evidence is submitted by any person entitled to notice that demonstrates that the proposal will adversely effect their enjoyment of their property, or will devalue their property.

## **Application Materials**

An application for Special Permit must be accompanied with the following:

- Sketch Plan of the property indicating the basic layout and configuration of the proposed use. This should include a site layout showing building and parking locations, proposed landscaping; as well as drawings depicting the size of buildings, locations of loading areas, vehicle circulation, as applicable to the project.
- Building Elevation Drawings indicating existing and proposed building and window proportions, rooflines, spacing of doors and windows, and orientation to public streets.
- Application Form

Determination of Completeness of the application is made by the Planning Board. Applications are due 15 days prior to the scheduled Planning Board hearing.

## **Fees**

The fee to submit a Special Permit application is \$200.00.

The applicant shall also be responsible for paying a \$200.00 deposit to cover the costs associated with running the public hearing notice two times in the *Times Record* and the cost of notifying abutting property owners within 200’ of the subject property.

**APPLICATION/CHECK LIST  
SPECIAL PERMIT FOR UNCLASSIFIED AND OMMITTED USES  
BRUNSWICK PLANNING BOARD**

1. Applicant:

U-Haul Company of New Hampshire & Maine  
Name: c/o Jon Hynes  
Address: 515 South Willow Street  
Manchester, NH 03103  
Phone #: 413-237-3048

Applicant is currently under a purchase and sale agreement for the property.

2. Business:

U-Haul Moving & Storage of Brunswick  
Name: c/o Jon Hynes  
Address: 515 South Willow Street  
Manchester, NH 03103  
Phone #: 413-237-3048

3. Property/Building Owner:

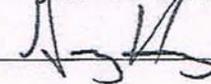
Name: Cooper Wiring Devices  
Address: c/o Property Tax Dept.  
PO Box 4446, Houston, TX 77210

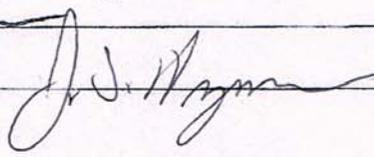
4. Assessor's Tax Map # U07 Lot # 48 & 68 of subject property.

5. Zoning District II

6. Street Address of Parcel(s) For Consideration: 1 Cressey Road, Brunswick, ME 04011

7. Planning Area (See Appendix D): Large Scale Business/Institutional Planning Area

Owner Signature: 

Applicant Signature (if different): 

\* Gary B. Hargrave  
Global Real Estate Manager  
Eaton Corporation  
713-209-8789

SUBMISSION REQUIREMENTS

- Site Plan. If copies are greater than 11” x 17”, submit 17 copies of all materials. Otherwise, one copy is sufficient. Site plan should include all elements indicated in the application packet.

On this form, or on a separate letter to the Planning Board, please indicate your responses to the following:

1. How does your application further the Planning Goals for the Planning Area in which your property is located. Please indicate each of the Planning Area Goals with your response.

\_\_\_\_\_

**Please see responses for questions 1 - 9 within the application narrative.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. How many square feet of space is the proposed use going to occupy? \_\_\_\_\_.  
Is this use to be located within an existing structure? \_\_\_\_\_ If a new structure(s) is proposed how many square feet is the structure(s)? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. How many people are to be employed at this site should the Special Permit be granted?  
\_\_\_\_\_

4. If this involves a residential component, how many dwelling units are proposed? \_\_\_\_\_

5. How many customers are likely to use the site during the course of a day? \_\_\_\_\_ week? \_\_\_\_\_. Please anticipate peak demand.

6. How many service vehicles per week do you anticipate? \_\_\_\_\_

7. What are the sizes of vehicles that will service the business should the Special Permit be granted? \_\_\_\_\_

8. If you are reusing a structure, demonstrate the mutual benefits associated with your application request. (In other words, how will this project provide a benefit to its larger area in spite of the fact that it may be occurring within a pre-existing structure that is generally larger than typically found. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Explain how this application enhances or further maintains a pedestrian oriented character for the larger neighborhood. \_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION  
SPECIAL PERMIT APPLICATION  
FOR UNCLASSIFIED AND OMMITTED USES**

Pursuant to Section 701 of the Brunswick Zoning Ordinance, land uses that are neither permitted nor prohibited may be considered by the Planning Board, subject to a Special Permit. Notice is required to be forwarded to any property owner within 200 feet of the lot boundaries of the proposed permit.

U-Haul Company of New Hampshire & Maine  
Applicant: c/o Jon Hynes

U-Haul Moving & Storage of Brunswick  
Business Name: c/o Jon Hynes

Proposed Land Use: Principle Uses: Moving Equipment Rental, Self-Storage, Warehousing  
Accessory Uses: Retail, Auto Service, Office Space

Street Address of Property: 1 Cressey Road, Brunswick, ME 04011

Zoning District of Property: I1

The Planning Board will conduct a PUBLIC HEARING on this Special Permit application on \_\_\_\_\_. As a person entitled to notice, you may submit comments on the proposal to the Planning Board, or may provide testimony at the Public Hearing. The Planning Board may deny the Special Permit if it finds that, based on evidence provided by persons entitled to notice that the proposal shall 1) adversely effect the enjoyment or use of your property; or 2) that the proposal will devalue such property.

The application is on file at the Planning Office. For further information contact 725-6660.



**Building Elevations**



Front of building (office space)



Loading Docks



Eastern front corner of building



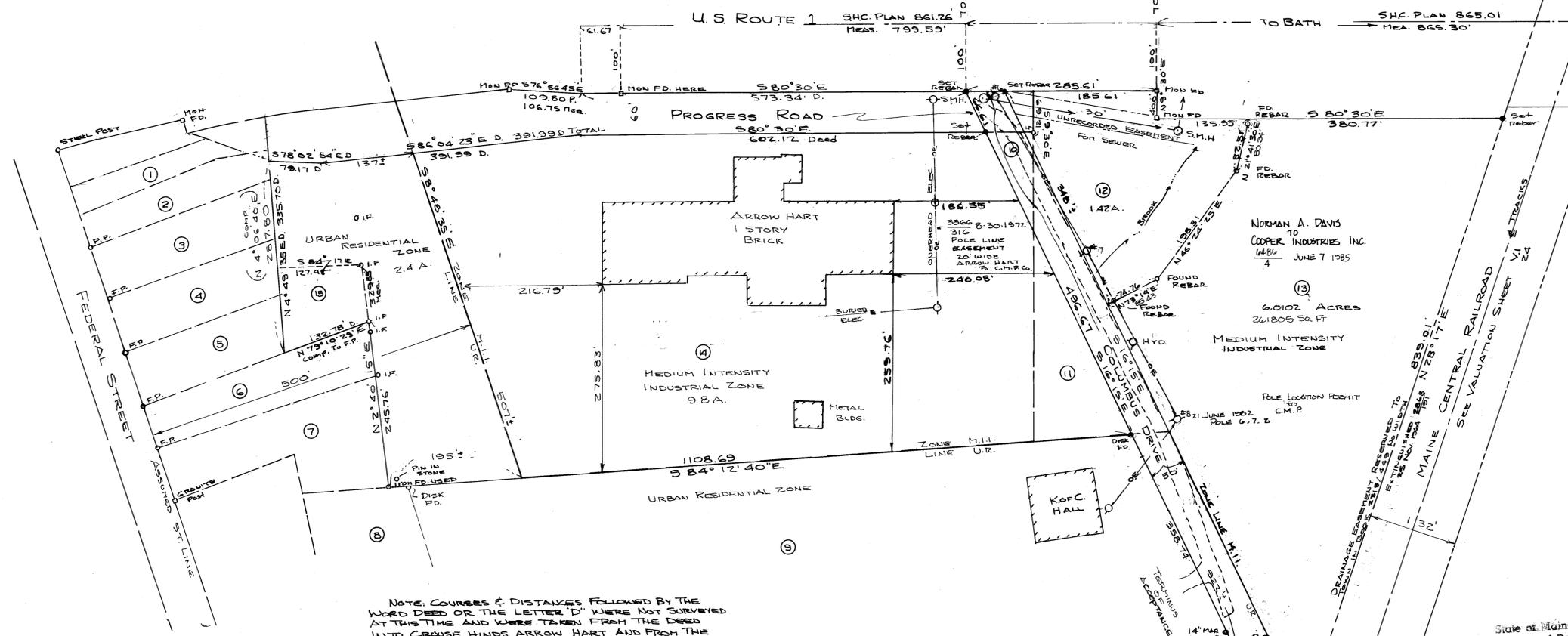
Eastern rear corner of building



Western side of building & proposed parking area



SEE RECORDED PLANS OF STATE HIGHWAY (26)  
 F.A.P. 0026-1(10) S.H.C. FILE 3-141  
 RECORDED IN CUMBERLAND COUNTY REGISTRY  
 OF DEEDS PLAN BOOK 62, PAGES 54-62



- DEED REFERENCES
- ① 2210 12-24-1954 HARRY ABELON ETAL TO ISRAEL ABELON ETAL
  - ② 2530 3-18-1955 MAX SINGER TO GOLDIE SINGER
  - ③ 5020 161 ROGER ZYLSTRA TO ROBERT C. SHEPHERD ETAL
  - ④ 3181 8-23-1971 ALICE J. SILBERGER ETAL TO THEODORE A. LAITALA JR ETAL
  - ⑤ 4476 8-6-1979 ARTHUR TERRY III ETALS TO P. RICHARD COPELAND
  - ⑥ 3167 4-9-1971 PHYLLIS B. DAMBORG TO ROBERT C. SHEPHERD ETAL
  - ⑦ 3790 12-29-1975 PAUL R. COPELAND JR. TO ELIZABETH D. COPELAND
  - ⑧ 6333 11-19-1983 SHIRLEY A. HOPE TO ROBERT C. SHEPHERD ETAL
  - ⑨ 4937 7-22-1982 SEKINGER COUNCIL #1947 K.O.C. TO COLUMBUS CLUB OF BRUNSWICK INC.
  - ⑩ 6620 11-7-1984 BRUNSWICK RESOURCES TO TOWN OF BRUNSWICK (PORTION OF LARGER PARCEL)
  - ⑪ 5028 7-22-1982 BRUNSWICK RESOURCES INC. TO ARROW HART
  - ⑫ 6618 11-7-1984 NORMAN A. DAVIS TO EVERGREEN SENIOR CITIZEN CLUB
  - ⑬ 6618 11-7-1984 TOWN OF BRUNSWICK TO NORMAN A. DAVIS (PORTION OF LARGER PARCEL)
  - ⑭ 4996 7-16-1982 CROUSE-HINDS INTERNATIONAL INDUSTRIES, INC. TO CROUSE-HINDS ARROW HART, INC.

NOTE: COURSES & DISTANCES FOLLOWED BY THE WORD DEED OR THE LETTER 'D' WERE NOT SURVEYED AT THIS TIME AND WERE TAKEN FROM THE DEED INTO CROUSE HINDS ARROW HART AND FROM THE PLAN OF PROPERTY MADE FOR ARROW-HART INC. BY WRIGHT, PIERCE, BARNES & WYMAN MARCH 1972 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEED IN PLAN BOOK 72, PAGE 12.

NOTE: "THAT THE ATTACHED SEGMENT OF LAND AS DESCRIBED BELOW, SHALL REMAIN IN ITS NATURAL STATE AND NOT BE USED IN ANY MANNER INCLUDING BUT NOT LIMITED TO STRUCTURES, DRIVEWAYS, PARKING LOTS OR THE LIKE EXCEPT AS MAY BE REQUIRED FOR AN EMERGENCY WAY FOR PUBLIC SAFETY VEHICLES AND THAT SUCH AREA SHALL BE MAINTAINED IN ACCORDANCE WITH GOOD WOODLANDS PRACTICE. SAID CONDITION, WHICH SHALL BE ATTACHED TO THE LAND AND RUN THEREWITH SHALL EXIST SO LONG AS THE PROPERTY IS USED FOR INDUSTRIAL PURPOSES AND ANY ADJUTING PROPERTIES ARE USED FOR RESIDENTIAL PURPOSES."

DESCRIPTION OF LAND: ALL LAND LYING WESTERLY OF A NORTH/SOUTH LINE FOUND 150 FEET WEST AND PARALLEL TO THE EXISTING STRUCTURE EXTENDING TO THE EASTERLY BORDER OF ALL ADJUTING PROPERTIES."

APPROVED BY THE PLANNING BOARD OF THE TOWN OF BRUNSWICK, MAINE.

*John P. Cyr*, Vice Chairman  
*John P. Cyr* 6/25/85  
*John P. Cyr* 6/25/85  
*John P. Cyr* 6/25/85  
*John P. Cyr* 6/25/85

DATE: 6-25-85

State of Maine, Cumberland County  
 Registry of Deeds  
 Received *June 8 1985*  
 and recorded in  
 Plan Book *72* Page *129*  
 Attest: *John P. Cyr*  
 Register

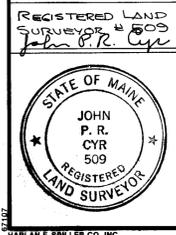
CERTIFICATE:  
 I hereby certify to Lawyers Title Insurance Co. & to Arrow Hart Inc. that this Plan depicts the results of a field survey in March 1985 for parcels #12 & #13 and is correct according to the best of my knowledge, information and belief and that this Survey & Plan conforms to a condition II survey according to the Standard of the Maine Board of Registration for Land Surveyors Date: March 25, 1985 *John P. Cyr*  
 Maine Register of Land Surveyors  
 H. E. Jordan, Surveyors, Portland, Maine.

PROGRESS ROAD ACCEPTED BY TOWN AT SPECIAL MEETING MAY 15, 1961 VOL. 18, PG. 122  
 COLUMBUS DRIVE LAYOUT OF TOWN WAY JUNE 4, 1984 50' WIDE  
 ZONE LINES ADOPTED FEB. 14, 1985

- LEGEND
- I.F. IRON FOUND
  - F.D. FOUND
  - F.P. FENCE POST
  - S.H. SEWER MANHOLE
  - P.O. POWER OR TELEPHONE POLE
  - H.Y. HYDRANT
  - BITUMINOUS PAVEMENT



STATUS:  
 APRIL 3, 1985 AS SUBMITTED TO D.E.P.  
 MAY 7, 1985 NOTE CONCERNING SEGMENT OF LAND ADDED  
 JUNE 20, 1985 "SEGMENT OF LAND" NOTE REVISED & PARCEL 13 UPDATED



20 JUNE 1985		NOTE ABOUT "SEGMENT OF LAND" REVISED AND PARCEL 13 UPDATED.	
4-JUNE 1985	PARCEL 14 REMOVED, ACREAGE NUMBERS REVISED.	DATE	REVISION
PLAN OF PROPERTY IN			
BRUNSWICK, MAINE			
MADE FOR			
COOPER INDUSTRIES INC.			
H. I. AND E. C. JORDAN - SURVEYORS			
SCALE: 1" = 100'	E. C. JORDAN CO. PORTLAND, MAINE		DATE 4-3-1985
SURVEY F.A.S.	PLOT COMP.	TRACED J.M.R.	FIELD BOOK 84624 PROJECT NO. 469605 RES. NO. 1087 PLAN FILE NO. 1087





## Julie Erdman

---

**From:** Jared Woolston  
**Sent:** Friday, March 18, 2016 10:03 AM  
**To:** Anna Breinich  
**Cc:** Julie Erdman  
**Subject:** FW: U-Haul - 1 Cressey Road, Brunswick  
**Attachments:** Eaton-Amerco PSA.pdf; Agent Authorization\_Signed.pdf

Jared Woolston  
Planner  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

(207) 725-6660, ext. 4022 (v)  
(207) 725-6663 (f)  
[jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)  
[www.brunswickme.org](http://www.brunswickme.org)

---

**From:** Silas Canavan [<mailto:silas@walsh-eng.com>]  
**Sent:** Wednesday, March 09, 2016 1:06 PM  
**To:** Jared Woolston  
**Cc:** Bill Walsh; Matthew Hynes; [JON\\_HYNES@uhaul.com](mailto:JON_HYNES@uhaul.com)  
**Subject:** U-Haul - 1 Cressey Road, Brunswick

Hi Jared,

As requested, please find the purchase and sale agreement for the 1 Cressey Road project and a letter of agent authorization attached. Please note that the Amerco Real Estate company is the real estate division of U-Haul. We are also setting up a neighborhood meeting for the Special Permit application for next week. I will send you a copy of the invitation once the date and time are finalized.

We would also like to confirm that we will attend staff review meeting for the Special Permit application on 3/16/16 at 10:00 am.

Please let me know if you have any questions or need any additional information.

Thanks,

Silas

Silas Canavan, PE

**Walsh Engineering Associates, Inc.**

One Karen Drive, Suite 2A

Westbrook, ME 04092

P [207.553.9898](tel:207.553.9898)

E [Silas@walsh-eng.com](mailto:Silas@walsh-eng.com)

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into as of the \_\_\_\_\_ day of February, 2016 (the "Effective Date") by and between Cooper Industries, LLC, a Delaware limited liability company, successor by merger with Crouse-Hinds Arrow Hart, Inc., a Delaware corporation ("Seller"), and Amerco Real Estate Company, a Nevada corporation, on the following terms and conditions:

1. **PROPERTY.** Subject to the other terms and conditions set forth below, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real estate identified as parcels U07-068-000-000 and U07-48-000-000 and located at 1 Cressey Road situated in the Municipality of Brunswick, County of Cumberland, State of Maine, containing approximately 17.8 acres more or less, and more particularly described on Exhibit A, attached hereto and made a part hereof, and all easements, privileges and rights appurtenant thereto (the "Land"), together the existing buildings and other improvements thereon (collectively, the "Building") located on the Property, "AS IS", "WHERE IS" (the Land and Building being hereinafter collectively referred to as the "Property").

2. **PURCHASE PRICE.** The purchase price of the Property shall be [REDACTED] (the "Purchase Price"). Within three (3) business days after the full execution and delivery of this Agreement by each party (the "Effective Date"), Buyer shall deposit with Moncure & Barnicle, as escrow agent (the "Escrow Agent"), the sum of [REDACTED] as earnest money (the "Deposit"). The Deposit shall be held by Escrow Agent in accordance with this Agreement. The parties agree that Moncure & Barnicle may act as Escrow Agent, even though it represents Buyer herein and that Moncure & Barnicle may continue to represent the Buyer even in the event of a dispute concerning the Deposit.

If the transactions contemplated hereby close as provided herein, the Earnest Money shall be paid to Seller and shall be credited toward the Purchase Price and Buyer shall pay through escrow to Seller the balance of the Purchase Price net of all prorations and other adjustments provided for in this Agreement. If this Agreement is terminated pursuant to the terms hereof or if the transactions do not close, the Earnest Money shall be returned to Buyer or delivered to Seller as otherwise specified in this Agreement. This Agreement shall constitute escrow instructions to the Escrow Agent, subject to the Escrow Agent's usual conditions of acceptance where not contrary to the terms hereof. The Escrow Agent is authorized to close the purchase of the Property and make all prorations and allocations in accordance with this Agreement. The Escrow Agent shall timely file all forms, notices and documents required to be filed with the Internal Revenue Service in connection with the sale of the Property.

3. **TITLE COMMITMENT, SURVEY AND TITLE REVIEW.**

(a) On or before the date which is fifteen (15) calendar days after the Effective Date, Buyer shall order, at Buyer's sole cost and expense, an ALTA commitment for title insurance from Moncure & Barnicle ("Title Company") and, once available, deliver a copy of the same to Seller, together with copies of any recorded instruments shown as additional exceptions thereto (the

"Title Commitment"). Following the date hereof, Buyer shall have the right, at Buyer's sole cost and expense, but not the obligation, to obtain an ALTA/ACSM Land Title Survey of the Property (the "Survey"), as well as an Owner's Fee Title Policy (the "Title Policy") and if such a Survey is so obtained, Buyer shall also deliver a copy of the Survey to Seller.

(b) Not later than ten (10) calendar days following receipt of the Title Commitment, Buyer will give Seller and the Escrow Agent written notice of any matter disclosed in the Title Commitment or the Survey (other than the "Permitted Exceptions" described in Section 4 below) which constitutes a material, adverse defect or cloud on title and is reasonably objectionable to Buyer (herein "Defect(s)"). Failure of Buyer to give the required notice on or before the expiration of the foregoing period shall constitute an approval by Buyer of the Defect(s). Seller shall, within fifteen (15) calendar days after delivery of Buyer's notice make best good faith efforts to cure or remove all such Defect(s).

(c) If Seller is unable to remove such Defect(s) or obtain affirmative insurance for Buyer insuring Buyer against loss due to such Defect(s), then Buyer, by written notice to Seller and the Escrow Agent given not later than five (5) business days next following Seller's fifteen (15) calendar day cure period, may elect: (i) to accept title to the Property subject to such Defect(s) without reduction in the Purchase Price; or (ii) to terminate this Agreement, in which event the Escrow Agent shall return to Buyer all funds (including the Earnest Money ) and documents, if any, then deposited in escrow, and Seller in such case shall pay all escrow and title charges incurred to that time, whereupon neither party shall have any further liability hereunder except to the extent arising under Section 11. The Closing Date shall be extended as necessary to permit the parties to exercise their respective rights within the time periods set forth in this Section 3.

4. TRANSFER DOCUMENTS AND TITLE POLICY. Seller shall provide a quitclaim deed with covenant (Maine Statutory Short Form) (the "Deed"), conveying the Property to Buyer in the form of Deed attached hereto as Exhibit "B," free and clear of all liens and encumbrances whatsoever except: (i) covenants, easements, limitations, reservations or restrictions, if any, permitted under Section 3 above; (ii) zoning ordinances, if any; (iii) real estate taxes and assessments, both general and special, that are a lien but not yet due and payable; (iv) the covenants, easements and other restrictions referenced in Section 9 of this Agreement relative to Remediation; and (v) matters that would otherwise be disclosed by an accurate survey of the Property (collectively, the "Permitted Exceptions"). Buyer's obligation to consummate the transactions contemplated by this Agreement is conditioned upon the issuance by the Escrow Agent on the Closing Date of an ALTA Owner's Policy of Title Insurance in the full amount of the Purchase Price as evidence of good and marketable title to the Property (the "Title Policy").

5. CLOSING.

(a) The closing date for this transaction shall be on the fifteenth (15th) day after the end of the Due Diligence Period (defined below), or such other date agreed to in writing by each party (the "Closing Date").

(b) All documents and funds necessary for the completion of this transaction shall be deposited with the Escrow Agent, as is more fully set forth below, not later than on the Closing Date. The escrow shall be subject to the Escrow Agent's standard conditions of acceptance,

except that if there is any conflict or inconsistency between the Escrow Agent's standard conditions and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern.

(c) The Escrow Agent shall charge the following costs and expenses to Seller: (i) any amounts that are required to satisfy mortgage liens, security interests or other similar liens otherwise curable by payment of a liquidated sum; (ii) one-half (1/2) of the Maine Real Estate Transfer Tax; (iii) any amounts due Buyer in respect of real estate tax prorations; and (iv) one half (1/2) of the escrow fee (not to exceed \$500), if any. The Escrow Agent shall charge the following costs and expenses to Buyer: (i) recording fees to file the Deed of record; (ii) the cost of the ALTA survey, if any; (iii) the Title Commitment; (iv) the premium cost for issuing the Title Policy, if any; (v) one-half (1/2) of the Maine Real Estate Transfer Tax; (v) any amounts due Seller in respect of real estate tax prorations; and (vi) the balance of the escrow fee, if any. Each party shall bear the expense of its own counsel, advisors and consultants.

(d) On or before the Closing Date, Seller shall execute the following items, and deliver the same to the Escrow Agent:

(i) The Deed;

(ii) Seller's affidavit of non-foreign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended;

(iii) Assignment of Lease Agreement dated February 6, 2015, between Seller, as landlord, and Bath Iron Works Corporation, as tenant.

(iv) A certificate duly executed by Seller regarding representations and warranties in a form reasonably acceptable Seller (the "Seller's Closing Certificate").

(v) Such other instruments, certificates and other documents as may be reasonably requested by Buyer or Escrow Agent to carry out the transactions contemplated hereby.

(e) Seller shall also deliver to Buyer, in connection with the Closing:

(i) Copies, if not already delivered to Buyer or Buyer's consultants, of all documents in Seller's actual possession relating to the condition, maintenance, and operation of the Property; and,

(ii) Keys to all entrance doors, properly tagged for identification, and, to the extent in Seller's possession or control, all operating manuals relating to operation of the equipment and systems which are part of the Property.

(f) On or before the Closing Date, Buyer shall execute and deliver such documents and instruments to be executed and delivered by Buyer as expressed or inferred by the terms hereof, all in form and substance as Seller, in its discretion, may reasonably request.

6. PRORATIONS. Real estate taxes and assessments, both general and special ("Taxes") shall be preliminarily prorated by the Escrow Agent as of the Closing Date based upon the latest available tax bill, such that all Taxes attributable to periods before the Closing Date shall be chargeable to Seller, and all Taxes attributable to periods on or after the Closing Date shall be

chargeable to Buyer. If, following the Closing Date, the actual tax bill for any period prior to the Closing Date is adjusted to reflect tax rates or values that are different than those shown on the latest available tax bill, then the parties agree to re-prorate such Taxes once the actual figures are known, and to promptly pay the re-prorated amount between them, as appropriate.

7. POSSESSION. On the Closing Date, Seller shall deliver to Buyer possession of the Property "AS-IS, WHERE IS" without any material change between the Effective Date and the Closing Date subject to the provisions of Section 8 and Section 10.

8. RISK OF LOSS OR TAKING. Risk of loss to the Property shall be borne by Seller from the Effective Date through the Closing Date. If any portion of the Property is damaged or destroyed from any cause whatsoever prior to the filing of the Deed for record, the reasonable cost to repair or replace such damage or destruction being in excess of 50% of the Purchase Price, or if all or substantially all of the Property shall be condemned or taken for a public or quasi-public purpose, or transferred under threat of eminent domain (either, a "Casualty Event"), Seller promptly shall so notify Buyer in writing. Within thirty (30) days next following the notice, Buyer, in writing to Seller and the Escrow Agent, must elect either to: (a) terminate this Agreement without liability to Seller, in which event the Escrow Agent shall return to the depositing party all funds (including the Earnest Money Deposit) and documents, if any, then deposited with the Escrow Agent, Buyer shall pay the title costs incurred to date, whereupon neither party shall have any further liability to the other party hereunder except to the extent arising under Section 11, or (b) proceed under this Agreement, in which event Seller shall assign to Buyer, on the Closing Date, all of Seller's rights to any casualty insurance proceeds or condemnation awards in respect of such Casualty Event. The Closing Date shall be extended so as to permit Buyer to exercise its rights within the thirty (30) day time period set forth in this Section 8.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

(i) Seller represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller as of the Execution Date and shall be deemed reaffirmed as of the Closing.

(ii) Seller is a limited liability company validly existing and in good standing under the laws of the State of Delaware.

(iii) Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto, and has taken all necessary action in connection with the execution, delivery and performance of this Agreement and such other agreements, instruments and documents. The individuals executing this Agreement and all other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

(iv) Neither the execution or delivery of this Agreement nor the consummation of the transaction contemplated hereby by Seller, will: (a) violate any law, constitution, code, statute or ordinance, or any regulation, rule, injunction, judgment, order, decrees, ruling,

charge or other restriction of any authority to which Seller is subject; (b) violate any provision of the certificate of formation or operating agreement, as amended, or any resolution adopted by the managers or members of Seller; or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Seller is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(v) Except as provided in Section 10 there are no pending or, to Seller's actual knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any governmental authority, against or affecting Seller or the Property.

(vi) Seller has not made to Buyer any misstatement of any material fact relating to the Property, or this Agreement.

(vii) This Agreement has been, and each and all of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto have been, or on the Closing Date will have been, executed by Seller and when so executed, are and shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(viii) Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of 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.

(ix) Seller is not, nor will it become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

Other than as specifically provided herein, Buyer acknowledges and agrees that Buyer has had or will have, prior to Closing, adequate opportunity to inspect the Property and all portions thereof; to conduct such examinations as Buyer and its consultants have desired; and Seller has not made any representation or warranty whatsoever, express or implied, as to the value, condition, quantity, design, freedom from or magnitude of contamination by hazardous substances, the likely duration and invasiveness of remediation by Seller, merchantability, fitness or quality of the Property, or any portion thereof, and Buyer shall rely solely on its own

inspections and investigations with regard to such matters, including, without limitation, investigations of all matters relating to the quality, quantity, condition of, or potential for, any improvements, utilities, property lines, environmental condition, compliance with laws, possible encroachments, zoning matters and the use of the Property. Buyer agrees to accept the Property, and all portions and components thereof, on the Closing Date "AS IS", "WHERE IS", AND "WITH ALL FAULTS". Seller hereby specifically disclaims any other warranty, guaranty, or representation, oral or written, past, present or future of, as to, or concerning the nature, condition or any other aspect of the Property, including, without limitation, matters or conditions related to protection of the environment or human health or safety, the quality, quantity, water, soil, geology and the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon or therewith. Buyer acknowledges and agrees that Seller has made considerable concessions in the Purchase Price in exchange for the acknowledgements, covenants, disclaimers and releases set forth in this Section 9. Buyer hereby releases Seller from any and all liability or obligation relating to or arising from any such warranty, guaranty, or representation. In addition: UNLESS OTHERWISE PROHIBITED BY LAW, BUYER FOR ITSELF AND ALL ITS SUCCESSORS IN AND TO ANY INTEREST IN THE PROPERTY, HEREBY FULLY AND IRREVOCABLY RELEASES AND WAIVES ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION IT MAY NOW OR IN THE FUTURE HAVE AGAINST SELLER, WHETHER UNDER ANY LAWS, INCLUDING ENVIRONMENTAL LAWS, THE COMMON LAW OR IN EQUITY FOR, RELATED TO, OR IN CONNECTION WITH ANY ENVIRONMENTAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ANY HAZARDOUS, TOXIC OR POLLUTING MATERIAL, SUBSTANCE, OR WASTE LOCATED IN, AT ABOUT OR UNDER OR AFFECTING THE PROPERTY OR ANY PORTION THEREOF AND THE PROPERTY'S COMPLIANCE OR NON-COMPLIANCE WITH ENVIRONMENTAL LAWS. Buyer agrees to reaffirm such release in writing in connection with the Closing.

#### 10. ENVIRONMENTAL CONDITION.

(a) Seller shall, at its expense, conduct and complete any investigation, remediation, work, assessment, monitoring, treatment or other remedial action as required or otherwise authorized by the Maine Department of Environmental Protection ("MDEP") to address only that condition of the Property existing prior to Closing (collectively, "Remediation"). Buyer acknowledges that as of the signing of this Agreement, Seller has proposed to MDEP a remedial plan consisting only of groundwater monitoring for a period of time ("Groundwater Monitoring Only Plan"). To the extent MDEP requires action in addition to Seller's "Groundwater Monitoring Only Plan", Seller shall also provide Buyer with reasonable notice of its intended remediation activities and systems it intends to employ on the Property, and Buyer shall cooperate with Seller in Seller's performance of such Remediation (although Buyer shall not be required to bear any of the expense of Remediation), including Buyer's agreement (on behalf of Buyer and all successors in interest to Buyer) to implement institutional controls and restrict the use of the Property to industrial uses that will neither exacerbate the condition of the Property nor hinder the Remediation, and to reflect such restrictions through restrictive covenants placed of record in the Deed and shall run with the land, be binding upon all subsequent holders of any interest in or to the Property, and inure to the benefit of Seller. For avoidance of doubt, Seller retains sole and exclusive decision-making authority and control (with counsel and consultants of its choosing) with respect to any matter associated with the

Remediation. In addition, Buyer (for itself and on behalf of all successors in and to any interest in the Property) hereby agrees to operate the Property in compliance with all Environmental Laws, and not to store, discharge, release or dispose of Hazardous Substances on or near the Property except in compliance with all Environmental Laws, which covenant shall run with the land, be binding upon all subsequent holders of any interest in or to the Property, and inure to the benefit of Seller. Buyer further agrees to be exclusively responsible for the management of all asbestos-containing materials at, in or on the Building or otherwise affixed to or incorporated in any of the Property, all in accordance with applicable Environmental Laws.

(b) Seller's Remediation obligations under this Agreement shall be deemed satisfied in full upon Seller's satisfaction of its Groundwater Monitoring Only Plan obligations, any other obligations required by MDEP, or when the Remediation achieves appropriate risk-based standards that are suitable for a continued industrial use of the Property, as determined by Seller in its reasonable discretion, including but not limited to site-specific standards developed by Seller by means of analysis of exposure pathways, receptors and assessment of risk to human health and the environment consistent with continued industrial use.

(c) Buyer (on behalf of Buyer and all successors in interest to Buyer) covenants and agrees that it will not have any direct or indirect contact with any Governmental Agency concerning any Hazardous Substances that may have been present on the Property prior to the Closing, including but not limited to any matter related to the Remediation or for which Buyer otherwise seeks indemnity from Seller under this Agreement.

(d) Buyer (on behalf of Buyer and all successors in interest to Buyer) shall provide Seller (including its agents, consultants and contractors) and any Governmental Agency with full, non exclusive access to and use of the Property and any and all parts and improvements of it, above and below ground for purposes of investigation and carrying out any Remediation, including without limitation, the right to install and maintain vapor intrusion systems, monitoring wells, extraction wells, and treatment systems, if any; provided, however, Seller agrees to use reasonable best efforts to limit any such access and use of the Property in a manner which will not materially limit Buyer's contemplated operations. The foregoing right of access shall be reserved as an easement in favor of Seller and its agents in the Deed, and shall run with the land, be binding upon Buyer and all subsequent holders of any interest in the Property, and inure to the benefit of Seller.

(e) Promptly upon completion of such Remediation, Seller, at its sole cost and expense, (A) shall permanently seal or cap all monitoring wells and test holes in compliance with any applicable Environmental Laws, and (B) remove all associated above-ground equipment, including without limitation all remediation systems, and reasonably restore the surface of the Property, the Buyer (on behalf of Buyer and all successors in interest to Buyer) agreeing that Seller shall have no obligation to restore the sub-surface of the Property nor to remove any subsurface well machinery and equipment, all of which may be abandoned in place by Seller.

(f) Seller agrees to and does hereby indemnify, defend and hold harmless the Buyer from and against those Environmental Losses resulting from the existence of Hazardous Substances caused by Seller in violation of applicable Environmental Law upon, about or beneath the Property or migrating from the Property, which conditions (i) exist on the Property as of the

Closing, (ii) are identified in the Environmental Assessments, (iii) are required to be remediated by MDEP , and (iv) fail to be remediated by Seller pursuant to the terms hereof.

(g) Buyer (for itself and on behalf of all successors in interest to Buyer) agrees to and does hereby indemnify, defend and hold harmless Seller from and against any Environmental Losses that arise directly or indirectly from or in connection with (i) Hazardous Substances (including without limitation the Building) in violation of applicable Environmental Law upon, about or beneath the Property or migrating from the Property, which conditions were created or known and suffered to exist by Buyer (and all successors in interest to Buyer) on or after the Closing Date; or (ii) any asbestos-containing materials associated with the Building or removed or disturbed on or after the Closing Date.

The terms used in this Agreement shall have the following meanings:

(i) "Hazardous Substances" means any pollutant, contaminant, hazardous substance, or hazardous waste regulated as such by Environmental Law, and asbestos, urea formaldehyde, polychlorinated biphenyls and petroleum products.

(ii) "Environmental Law" means any federal, state or local administrative, civil or criminal law, statute, ordinance, rule or regulation in effect as of the date of the Agreement relating to the protection of the environment (including subsurface strata) or otherwise related to worker health and safety.

(iii) "Environmental Losses" means all claims, judgments, damages, penalties, fines, costs and expenses (including reasonable attorneys' fees, but only if, and to the extent, such Environmental Losses are suffered by Buyer (or any successor in interest to Buyer) and Seller fails to provide counsel and/or a defense) which are incurred as a result of the existence of Hazardous Substances in violation of applicable Environmental Law upon, about or beneath the Property or migrating from the Property, as the same relate only to industrial use of the improvements currently existing on the Property as of the date hereof:

(1) Damages for injury to property occurring upon or off of the Property, any of which are incurred as a result of the existence of Hazardous Substances in violation of applicable Environmental Laws upon, about or beneath the Property or migrating therefrom; including, without limitation, the cost of demolition and rebuilding of any improvements on real property, but specifically excluding lost profits and consequential damages.

(2) Liability to any third person as a result of the existence of Hazardous Substances in violation of applicable Environmental Law upon, about or beneath the Property, but specifically excluding lost profits and consequential damages.

(iv) "Government Agency" means by the U.S. government, any political subdivision of the U.S. government, or any state, county or local jurisdiction therein, or any agency or instrumentality thereof.

11. RIGHT OF ENTRY; DUE DILIGENCE PERIOD; CONFIDENTIALITY.

(a) Without making any representation as to completeness or accuracy, on or before ten (10) calendar days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer copies (or electronic copies when available) of all relevant, as determined in Buyer's and Seller's reasonable discretion, plans, surveys, environmental site assessments, engineering studies, property condition reports, leases, lease files, tax information, zoning opinions, development specifications, permits, permit applications and decisions, litigation rights and judgments, title reports, title exception documents, title insurance policies, current property tax bills, and any other documents relevant to the condition or operation of the Property that are in possession of the Seller as of the Effective Date. Buyer acknowledges and agrees that Seller has provided Buyer with the Supplemental Phase II Assessment from Golder Associates to Eaton Corporation, dated April 11, 2014, and Technical Memorandum from Golder Associates to Eaton Corporation, dated September 22, 2014, related to the Property (collectively, the "Environmental Assessments"). Seller has provided the Environmental Assessments solely to facilitate Buyer's own due diligence activities, and Buyer is not entitled to rely upon the accuracy or completeness of such Environmental Assessments. Seller specifically disclaims any liability or responsibility for any errors, inaccuracies or omissions in any of the documents provided by Seller to Buyer including the Environmental Assessments.

(b) Buyer shall have sixty (60) calendar days from the Effective Date ("Due Diligence Period") in which to complete its physical (including environmental) investigations, zoning studies, flood control, appraisal, marketability and economic feasibility studies of the Property to determine that the Property will be suitable, in Buyer's sole judgment, for Buyer's acquisition on the terms and conditions set forth herein. Prior to conducting any environmental or invasive tests, Buyer shall notify Seller in writing of the specifics of such tests (including identification of the proposed number and location of all soil and groundwater sample locations) and shall obtain Seller's prior written consent to perform such tests, which consent will not be unreasonably withheld or delayed. As of the Effective Date, during normal business hours prior to the Closing, Seller will afford Buyer and Buyer's representatives reasonable access to the Property subject to the following: (i) Buyer will notify Seller of Buyer's desire to enter the Property at least 24-hours prior to such entry, which said notice may be verbal; (ii) at the time of such notice, Buyer will describe the purpose of such entry, the identity of the persons who will be entering the Property and the expected duration of such entry; (iii) no such entry will unreasonably disturb the condition of any part of the Property without the prior written consent of Seller, which consent will not be unreasonably withheld or delayed, and provided further that Buyer shall repair to Seller's reasonable satisfaction any and all damage to the Property caused during any such entry, including without limitation any damage caused by any investigations, inspections or testing performed by or for Buyer or at Buyer's direction pursuant to this Section. All of Buyer's (and Buyer's representatives') entries onto the Property and investigations, whether or not during the Due Diligence Period, shall be at Buyer's sole cost, expense and risk. Buyer shall and does hereby indemnify, defend and hold Seller and Seller's shareholders, officers, employees and agents harmless against and from any and all claims for personal injury or damage to property asserted by any person or entity against Seller, suits, losses, costs, expenses (including reasonable attorneys fees), liabilities, responsibilities, obligations and damages in connection with any entry or activities on the Property. Buyer's obligations set forth in this subsection shall survive the Closing and any cancellation or termination of this Agreement. Buyer shall promptly deliver to Seller copies of any written

environmental and other reports, studies or analyses which are prepared by or for Buyer or at Buyer's direction in connection with Buyer's investigations of the Property.

(c) Buyer agrees to keep confidential all written or oral information relating to Seller and the Property which is provided to or becomes known by Buyer in the course of Buyer's due diligence conducted pursuant to this Section or in connection with the Remediation ("Confidential Material"), including without limitation the information set forth in the Environmental Assessments. Moreover, Buyer further agrees to transmit Confidential Material that comes into its possession only to those representatives of Buyer who need to know such information for the purpose of evaluating the transaction contemplated by this Agreement and who shall (i) be advised by the Buyer of the terms of this Section, and (ii) agree with Seller to be bound by the provisions hereof. The Buyer shall be responsible for any breach of this covenant by any such representative. In the event that the Buyer does not proceed with the transaction, all Confidential Material shall be returned to Seller and not retained by Buyer in any form for any reason.

(d) In the event that Buyer shall reasonably determine that the Property is not acceptable, Buyer may terminate this Agreement at any time on or prior to the expiration of the Due Diligence Period by providing written notice of termination to Seller in accordance with this Agreement. In the event of such termination, the Earnest Money shall be returned to Buyer and thereupon this Agreement shall be terminated and neither party shall thereafter have any rights, remedies, duties, obligations and liabilities under this Agreement unless otherwise specifically provided. In the event Buyer fails to terminate this Agreement by providing written notice to Seller on or prior to the expiration of the Due Diligence Period, Buyer shall be conclusively and irrevocably deemed to have (a) accepted and approved the Property, and (b) waived Buyer's right to terminate this Agreement pursuant to this Section, and this Agreement shall continue in full force and effect.

(e) The purchase by Buyer of the Property hereunder is subject to approval by Buyer's Board of Directors. In the event Buyer's Board of Directors does not approve the purchase of the Property hereunder on or prior to the Feasibility Expiration Date, Buyer shall notify Seller of such non-approval, and Buyer shall have the right to terminate this Agreement on or prior to the Feasibility Expiration Date.

12. NOTICES. All notices or other communications required or provided to be sent by either party or by Escrow Agent shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested; or (ii) by any nationally known overnight delivery service; or (iii) by courier; or (iv) by facsimile transmission; or (v) in person; or (vi) by electronic mail. All notices shall be deemed to have been given forty eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by overnight delivery service, courier, facsimile transmission, electronic mail, or personally delivered. All notices shall be addressed to the party at the address below:

If to Buyer: Amerco Real Estate Company  
2727 North Central Avenue  
Phoenix, AZ 85004  
Attn: Jennifer Hudgins  
Telephone No.: (602) 735-2080

Fax No.: (602) 277-5824  
Email: jennifer\_hudgins@uhaul.com

If to Seller: Eaton Corporation – Law Department  
1000 Eaton Boulevard  
Beachwood, Ohio 44122  
Attention: Senior Vice President & General Counsel  
Telephone No.: 440 523 4358  
Email: lisadsutton@eaton.com

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of delivery with evidence of receipt, if sent by personal delivery or by facsimile or electronic mail transmission, or on the next business day if sent by overnight courier.

13. DEFAULT.

(a) If Buyer fails to consummate the transactions contemplated by this Agreement on the Closing Date, Seller shall have the right to terminate this Agreement, exercisable by delivering written notice to Buyer, in which event Buyer shall pay all survey, title and escrow fees incurred hereunder, the Escrow Agent shall promptly deliver the Earnest Money to Seller as liquidated damages, as Seller's sole remedy at law or in equity and not as a penalty, and neither party shall have any further liability hereunder except to the extent arising under Section 11. Buyer and Seller hereby acknowledge that the damages which Seller will incur and suffer by reason of Buyer's default are impossible to reasonably and accurately determine, and that it is reasonably possible that the damages may be well in excess of the Earnest Money. Notwithstanding that Seller's actual damages would be uncertain and difficult to ascertain, Buyer and Seller agree that the Earnest Money is reasonable and bears a relationship to the damages that Seller might sustain in the event of Buyer's default under this Agreement.

(b) If Seller fails to consummate the transactions contemplated by this Agreement on the Closing Date, Buyer shall have the right to terminate this Agreement, exercisable by delivering written notice to Seller, as Buyer's sole remedy at law or in equity and not as a penalty, and neither party shall have any further liability hereunder; provided, however, Buyer shall be entitled to the return of its Earnest Money and Escrow Agent shall promptly deliver same to Buyer.

14. BROKERS.

(a) Seller represents and warrants that no brokerage commission, finder's fee or other compensation is due or payable by reason of Seller's actions in the transaction contemplated hereby other than a commission payable to Gerard Commercial Properties, but only if, as and when the Deed has been recorded and the full Purchase Price has been paid therefor. At Closing, the Escrow Agent shall pay said commission to Gerard Commercial Properties. Seller agrees to indemnify and hold Buyer harmless from and against any losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) incurred by Buyer by reason of any breach or inaccuracy of the representation and warranty contained in this Section 14(a).

(b) Buyer represents and warrants that Buyer has not entered into any agreement or incurred any obligation which might result in the obligation to pay any brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Buyer agrees to indemnify and hold Seller harmless from and against any losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) incurred by Seller by reason of any breach or inaccuracy of the representation and warranty contained in this Section 14(b). The terms and provisions of this Section 14 shall survive the Closing.

#### 15. MISCELLANEOUS.

(a) This Agreement is binding upon, and accrues to the benefit of, Buyer and Seller and their respective successors and permitted assigns. Subject to Seller's prior written approval, which approval Seller shall exercise in its commercially reasonable discretion, this Agreement and all rights of Buyer hereunder may be assigned or transferred by Buyer to any of its affiliates, in which event all instruments, documents and agreements required to be delivered to the Buyer hereunder shall be delivered to, and run for the benefit of such entity, and such entity (rather than Buyer) shall execute and deliver any instruments, documents or agreements required to be executed and delivered by Buyer hereunder; provided, however, that in the event of any such assignment to an affiliate, the original Buyer hereunder shall remain fully liable and responsible for the performance of Buyer's obligations hereunder prior to Closing or if this Agreement terminates following such termination. This Agreement, together with the exhibits attached hereto, embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this instrument. None of the provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing. This Agreement shall be governed by the laws of the State of Maine.

(b) This Agreement may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all parties had executed the same Agreement. The parties hereby agree that a PDF copy of each party's original signature to this Agreement delivered by electronic mail shall be effective as such party's signature to this Agreement, and each counterpart shall constitute one and the same Agreement. Each person signing on behalf of Buyer or Seller represents and warrants to the other party that he/she is duly authorized to sign on behalf of such entity. Buyer and Seller represents and warrants to the other party that: (i) the execution, delivery and performance of this Agreement is within the warranting party's corporate or limited liability company powers, as the case may be, (ii) this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability company resolutions and actions on the part of the warranting party; and (iii) this Agreement constitutes a valid and binding agreement of the warranting party.

(c) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by

law. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(d) The representations, warranties, indemnities and covenants contained herein shall survive the delivery and recording of the Deed and not be merged therein.

(e) Following the Effective Date, Seller shall not make application to any governmental entity for any special permits or other approvals or any change in the zoning, affecting the Property, except in each case with advance notice to Buyer.

(f) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. If the time period by which the closing or any deadline, right, option, notice or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed expires on a day which is a Saturday, Sunday, or official federal or Commonwealth of Massachusetts or State of Maine holiday, then such time period shall be automatically extended through the close of business on the next business day.

(g) The attorneys for the Buyer and Seller are authorized to execute documents to permit extensions for any dates specified in this Agreement and for the time for the performance of the Agreement.

(i) Buyer agrees that prior to or at the Closing, Buyer shall at its sole cost and expense, make appropriate arrangements to separate the utilities at the Property, if any, and cause the billings for Buyer's utility services to be billed directly to Buyer. The provisions of this Section shall survive Closing and the recording of the Deed.

(j) Buyer shall not have the right, power or authority to record this Agreement or any evidence hereof.

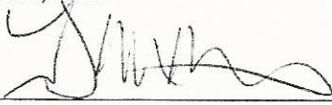
(k) This Agreement shall be construed and enforced in, under and pursuant to the laws of the State of Maine, without giving effect to its conflicts of law rules. In the event of any litigation between the parties related to this Agreement, the parties hereto acknowledge and agree such litigation shall be venued in the state or federal courts located in Cumberland County, Maine.

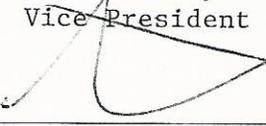
(l) Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section shall survive Closing.

(m) In the event of any breach of this Agreement, the prevailing party in any litigation hereunder shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date set forth below.

SELLER:  
COOPER INDUSTRIES, LLC,  
Successor by Merger with Crouse-Hinds  
Arrow Hart, Inc.

By:   
Name: Trent, M. Meyerhoefer  
Title: Vice President and Treasurer

By:   
Name: Lizbeth L. Wright  
Title: Vice President and Secretary

BUYER:  
AMERCO REAL ESTATE COMPANY

By:   
Name: Carlos Vizcarra, President  
Title:

ESCROW AGENT:  
MONCURE & BARNICLE

By:   
Name: John Moncure  
Title: Partner

## EXHIBIT A

### Legal Description

A certain lot or parcel of land situated at Brunswick, in the County of Cumberland, State of Maine, bounded and described as follows, to wit:

Beginning at the point on the southerly right-of-way line, State Highway "26" Town of Brunswick, Federal Aid Project U-026-1 (16), a plan of this portion being recorded in Cumberland County Registry of Deeds, Plan Book 62, Page 60, which point is one hundred (100') feet Easterly of the intersection of said Southerly right-of-way line with the Easterly line of land conveyed to Brunswick Development by deed of Gera Corporation dated April 10, 1961, and recorded in said Registry of Deeds in Book 2600, at Page 105, said point being the Northeasterly corner of land conveyed by Maine Shoe Corporation to Arrow-Hart Inc. by deed dated February 24, 1972, recorded in Cumberland County Registry of Deeds, Book 3213, Page 559; thence South nine degrees thirty minutes West (S 9° 30' W) along land now or formerly of Brunswick Industrial Development Corporation, a distance of two hundred seven and thirty-two one hundredths (207.32') feet, more or less, to a point and being the point of beginning of the lot herein conveyed; thence continuing South nine degrees thirty minutes West (S 9° 30' W) along land of Arrow-Hart, Inc. a distance of three hundred thirty-two and thirty-eight one hundredths (332.38') feet, more or less, to a point and land now of Sekinger Council #1947 Knights of Columbus; thence in an easterly direction a distance of hundred forth-five (145') feet more or less, along land of said Sekinger Council #1947 Knights of Columbus to a point and land of the Brunswick Industrial Development Corporation; thence North sixteen degrees fifteen minutes West (N 16° 15' W) along land of the said Brunswick Industrial Development Corporation a distance of three hundred thirty-three and two one hundredths (333.02') feet, more or less, to a point along the easterly sideline of the said Arrow-Hart Inc., being the point of beginning of the lot herein contained.

Meaning and intending to convey and hereby conveying a triangular portion of land located along the Southeasterly corner of land conveyed in the aforementioned deed from Maine Shoe Corporation to Arrow-Hart Inc.

EXHIBIT B

Deed  
QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that Cooper Industries, LLC, a Delaware Corporation, whose mailing address is \_\_\_\_\_ ("Grantor") for consideration paid, grants to Amerco Real Estate Company, a Nevada corporation, whose mailing address is \_\_\_\_\_ ("Grantee") with quitclaim covenant, a certain parcel of land located at 1 Cressey Road, in the Municipality of Brunswick, County of Cumberland, State of Maine, as more-fully described in the legal description attached hereto and incorporated herein by reference as Exhibit A.

[INSERT EASEMENT RE ENVIRONMENTAL ACCESS AND RESTRICTIVE COVENANTS]

IN WITNESS WHEREOF, Grantor signed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2016.

Signed, Sealed and Delivered  
In the Presence of:

COOPER INDUSTRIES, LLC.,  
a Delaware Corporation

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

STATE OF OHIO  
COUNTY OF CUYAHOGA

SWORN TO AND SUBSCRIBED before me, a Notary Public, by \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of Cooper Industries, LLC, a Delaware corporation, as their free act and deed, and as the free act and deed of said corporation, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



BUSINESS CONSULTANTS, INC.

March 7, 2016

To Whom It May Concern,

By this letter, the undersigned authorizes Walsh Engineering Associates, Inc. to act as the agent for the preparation and submission of all Federal, State, and Local permit applications and relevant documents and correspondence for all necessary permits for the proposed U-Haul Facility at 1 Cressey Road, Brunswick, Maine; to attend meetings and site visits; to appear before all boards, commissions, and committees, and to provide such other services as are necessary and appropriate in furtherance of the aforementioned project.

Sincerely,

A handwritten signature in cursive script that reads "Jon Hynes".

Jon Hynes  
President  
U-Haul Moving and Storage of New Hampshire & Maine

3-8-16  
Date

**JON HYNES, ADVP**  
U-HAUL BUSINESS CONSULTANTS, INC.  
1384 WASHINGTON STREET  
BATH, ME 04530  
CELL PHONE: 413 237-3048  
jon\_hynes@uhaul.com

## Julie Erdman

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**From:** Jared Woolston  
**Sent:** Friday, March 18, 2016 10:03 AM  
**To:** Anna Breinich  
**Cc:** Julie Erdman  
**Subject:** FW: U-Haul - 1 Cressey Road, Brunswick  
**Attachments:** Neighborhood Meeting Invitation.pdf

Jared Woolston  
Planner  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

(207) 725-6660, ext. 4022 (v)  
(207) 725-6663 (f)  
[jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)  
[www.brunswickme.org](http://www.brunswickme.org)

---

**From:** Silas Canavan [<mailto:silas@walsh-eng.com>]  
**Sent:** Wednesday, March 09, 2016 2:45 PM  
**To:** Jared Woolston  
**Cc:** Bill Walsh; Matthew Hynes; [JON\\_HYNES@uhaul.com](mailto:JON_HYNES@uhaul.com)  
**Subject:** RE: U-Haul - 1 Cressey Road, Brunswick

Jared,

Here is a copy of the neighborhood meeting invitation that is being mailed out today. The meeting will be held in the conference room at the site (1 Cressey Road). Of course, any Town staff members are welcome to join us as well.

Silas

Silas Canavan, PE  
**Walsh Engineering Associates, Inc.**  
One Karen Drive, Suite 2A  
Westbrook, ME 04092  
P [207.553.9898](tel:207.553.9898)  
E [Silas@walsh-eng.com](mailto:Silas@walsh-eng.com)  
[www.walsh-eng.com](http://www.walsh-eng.com)

---

**From:** Silas Canavan [<mailto:silas@walsh-eng.com>]  
**Sent:** Wednesday, March 09, 2016 1:06 PM  
**To:** '[jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)' <[jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)>  
**Cc:** Bill Walsh <[bill@walsh-eng.com](mailto:bill@walsh-eng.com)>; 'Matthew Hynes' <[matthew\\_hynes@uhaul.com](mailto:matthew_hynes@uhaul.com)>; '[JON\\_HYNES@uhaul.com](mailto:JON_HYNES@uhaul.com)' <[JON\\_HYNES@uhaul.com](mailto:JON_HYNES@uhaul.com)>  
**Subject:** U-Haul - 1 Cressey Road, Brunswick

Hi Jared,

As requested, please find the purchase and sale agreement for the 1 Cressey Road project and a letter of agent authorization attached. Please note that the Amerco Real Estate company is the real estate division of U-Haul. We are also setting up a neighborhood meeting for the Special Permit application for next week. I will send you a copy of the invitation once the date and time are finalized.

We would also like to confirm that we will attend staff review meeting for the Special Permit application on 3/16/16 at 10:00 am.

Please let me know if you have any questions or need any additional information.

Thanks,

Silas

Silas Canavan, PE

**Walsh Engineering Associates, Inc.**

One Karen Drive, Suite 2A

Westbrook, ME 04092

P [207.553.9898](tel:207.553.9898)

E [Silas@walsh-eng.com](mailto:Silas@walsh-eng.com)

[www.walsh-eng.com](http://www.walsh-eng.com)



March 9, 2016

Dear Neighbor,

On behalf of the U-Haul Co. of New Hampshire and Maine (Applicant), I invite you to a neighborhood meeting to discuss their plans for a Special Permit application for a business located at 1 Cressey Road in Brunswick, Maine. The Applicant is proposing to utilize the existing building at the site for a business with principle uses of self-storage, warehousing, and moving equipment rental. Self-storage and warehousing are permitting uses within the I1 zone. Moving equipment rental is an omitted use within the I1 zone and, therefore, requires a Special Permit per the Town of Brunswick Zoning Ordinance. Comments and questions will be discussed at the meeting. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 207-725-6660.

**Meeting Location:** 1 Cressey Road, Brunswick, Maine

**Meeting Date:** Thursday March 17, 2016

**Meeting Time:** 5:00 pm

If you have any questions, please call Silas Canavan at Walsh Engineering Associates, Inc. at 207-553-9898 or [silas@walsh-eng.com](mailto:silas@walsh-eng.com).

Sincerely,

A handwritten signature in black ink that reads "Silas Canavan".

Silas Canavan, PE

Walsh Engineering Associates, Inc.

(Agent for Applicant)

cc: Jon Hynes, President, U-Haul Co. of New Hampshire and Maine  
Matt Hynes, U-Haul Co. of New Hampshire and Maine

## Julie Erdman

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**From:** Jared Woolston  
**Sent:** Friday, March 18, 2016 11:47 AM  
**To:** Julie Erdman  
**Subject:** FW: Neighborhood Meeting - 1 Cressey Road, Brunswick  
**Attachments:** Neighborhood Meeting Sign-In Sheet.pdf

Jared Woolston  
Planner  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

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(207) 725-6663 (f)  
[jwoolston@brunswickme.org](mailto:jwoolston@brunswickme.org)  
[www.brunswickme.org](http://www.brunswickme.org)

---

**From:** Silas Canavan [<mailto:silas@walsh-eng.com>]  
**Sent:** Friday, March 18, 2016 11:43 AM  
**To:** Jared Woolston  
**Cc:** Bill Walsh; Matthew Hynes; [JON\\_HYNES@uhaul.com](mailto:JON_HYNES@uhaul.com)  
**Subject:** Neighborhood Meeting - 1 Cressey Road, Brunswick

Hi Jared,

We held the neighborhood meeting last night for the U-Haul project. However, no neighbors attended. We waited until 5:45 pm to be sure any late-comers had a chance to join us. The Town Economic Development Director, Linda Smith, stopped in to see how the meeting was going, but she was the only attendee other than us and the applicant. The sign-in sheet is attached for your records. There are no notes to provide since there were no attendees to provide questions or comments.

Please let me know if you have any questions.

Thanks,

Silas

Silas Canavan, PE  
**Walsh Engineering Associates, Inc.**  
One Karen Drive, Suite 2A  
Westbrook, ME 04092  
P [207.553.9898](tel:207.553.9898)  
E [Silas@walsh-eng.com](mailto:Silas@walsh-eng.com)  
[www.walsh-eng.com](http://www.walsh-eng.com)



**BRUNSWICK PLANNING BOARD  
MEETING MINUTES  
JANUARY 12, 2016**

**MEMBERS PRESENT:** Chair Charlie Frizzle, Vice Chair Margaret Wilson, Bill Dana, Jeremy Evans, and Richard Visser

**STAFF PRESENT:** Director of Planning and Development, Anna Breinich; Town Planner, Jared Woolston

A meeting of the Brunswick Planning Board was held on Tuesday, January 12, 2016, in Town Council Chambers, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

~~**1. Case # 15-050, Miller Point Plan Amendment:** The Planning Board will review and take action on a Final Plan Major Development Review application (originally approved March 9, 1999, submitted by Nancy P. and Robert C. King, Jr.), to revise setback and consolidate development areas in the Coastal Protection 1 (CP1) Zoning District and the Natural Resource Protection Overlay Zone (NRPZ) (Map 31, Lot 29).~~

~~Item removed on 1.6.16.~~

**2. Case #15-051, Wildberry Lane (Nadeau) Subdivision Amendment:** The Planning Board will review and take action on a Final Plan Major Development Review application to revise the Declaration of Restrictions For Wildberry Lane Subdivision to allow five (5) horses on Lot #2 and Common Area #2 rather than two (2) horses as currently allowed. The project site is located in the Coastal Protection 1 (CP1) Zoning District and the Natural Resource Protection Overlay Zone (NRPZ) (Map 27, Lot 42 and Lot 46).

The applicant, Danny Nadeau, added that the residents are all in favor of making this amendment. In reference to the Declaration of Amendments for Wildburry Lane, Charlie Frizzle asked if this amendment is not included because it has not yet been formally written; page 2 missing. Charlie pointed out that there is also nothing listed about keeping horses on Common Area 2. Jared Woolston replied that it was his understanding in talking with Staff Review and the applicant that Common Area 2 was not talked about in the original agreement, but the intent was to allow for 2 horses on Common Area 2. Jared said that this was included in the applicant but must have been missed when materials were copied.

**MOTION BY MARGARET WILSON TO DEEM THE MAJOR DEVELOPMENT REVIEW AMENDMENT COMPLETE. MOTION SECONDED BY RICHARD VISSER, APPROVED UNANIMOUSLY.**

Chair Charlie frizzle opened the meeting to public comment. No comment made, the comment period was closed.

Anna Breinch passed around page 2 of the Declaration of Amendment for language review.

**MOTION BY RICHARD VISSER THAT THE MAJOR DEVELOPMENT REVIEW AMENDMENT IS APPROVED WITH THE FOLLOWING CONDITIONS:**

1. That the Board's review and approval does hereby refer to the 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 within 90 days of executing the Amendment to Declaration of Restrictions for Wildberry Lane as submitted by the applicant to the Planning Board, a copy of the recorded Amendment to Declaration of Restrictions for Wildberry Lane with Book, and Page numbers assigned at the Cumberland County Registry of Deeds shall be provided to the Director of Planning and Development.
3. That prior to the sale of "Lot 2" of the Wildberry Lane Subdivision, the applicant shall execute deed restrictions for Lot 2, satisfactory to the Director of Planning and Development, that reflect the same rights and restrictions as are contained in the Declaration of Restrictions for Wildberry Lane and recorded at the Cumberland County Registry of Deeds in Book #14448, on Page 18; and the Amendment to Declaration of Restrictions for Wildberry Lane.

**MOTION SECONDED BY, JEREMY EVANS, APPROVED UNANIMOUSLY.**

**3. Case # 07-105, Request for Site Plan Approval Extension, The Ledges Congregate Care Facility:** Pursuant to Section 407.4.B of the Zoning Ordinance, Briarwood Partners is requesting a site plan approval extension from the Planning Board, for the development of a congregate care facility at 349 Bath Road (Assessor's Map 45, Lot 40) in the Business and Industry 3 (I3) Zoning District and the Natural Resource Protection Overlay Zone (NRPZ).

Curtis Neufeld, applicant representative, presented a PowerPoint presentation regarding the third request for extension. Curtis said that it is expected that the project will move forward under new management and noted that DEP permits are still in place.

Charlie Frizzle pointed out that the plans contain a note that requires the applicant come back before the Planning Board to renew the Special Permit before Phase II begins.

**MOTION BY BILL DANA THAT THE SITE PLAN EXTENSION IS DEEMED COMPLETE. MOTION SECONDED BY JEREMY EVANS, APPROVED UNANIMOUSLY.**

Chair Charlie frizzle opened the meeting to public comment. No comment made, the comment period was closed.

**MOTION BY RICHARD VISSER THAT THE SITE PLAN EXTENSION IS APPROVED WITH THE FOLLOWING CONDITIONS:**

1. That the Board's review and approval does hereby refer to the 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.

**MOTION SECONDED BY MARGARET WILSON AND APPROVED UNANIMOUSLY.**

**4. Zoning Ordinance Rewrite Committee (ZORC) Update**

Anna Breinich invited members to attend a ZORC meeting on 1/25/16 at 7:00 P.M. in Council Chambers.

**Adjourn**

This meeting was adjourned at 7:23 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary