



Town of Brunswick, Maine
STAFF REVIEW COMMITTEE
85 Union Street
Brunswick, ME 04011

**STAFF REVIEW COMMITTEE AGENDA
BRUNSWICK TOWN HALL
85 UNION STREET
Wednesday, April 1, 2020, 10:00 A.M.**

THIS MEETING IS BEING CONDUCTED VIA ELECTRONIC DEVICES WITH STAFF REVIEW COMMITTEE MEMBERS PARTICIPATING FROM REMOTE LOCATIONS.

THERE IS NO OPPORTUNITY FOR THE PUBLIC TO VIEW THIS MEETING IN PERSON.

THE PUBLIC MAY PROVIDE COMMENT VIA EMAIL (mpanfil@brunswickme.org) PRIOR TO THE MEETING OR THEY MAY PROVIDE LIVE COMMENT VIA ZOOM VIDEO CONFERENCING AT: <https://zoom.us/j/880920828> OR VIA TELEPHONE AT: (301)715-8592; MEETING ID: 880 920 828

- 1. Case #20-013 Environmental Resource Center:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Conditional Use Permit** application submitted by Brunswick Landing Community Collective Development Group to utilize the existing building at 179 Neptune Drive as an Environmental Resource Center. The subject lot (Map 40, Lot 516) is within the **GO (Growth Outdoor) Zoning District and contains the SPO-SP (Shoreland Protection Overlay – Stream Protection) Subdistrict.**
- 2. Case #20-014, Brunswick Landing Village Subdivision Amendment, Lots 8 & 9:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Final Plan** application submitted by Sitelines PA on behalf of Brunswick Landing Condominiums LLC for the development of eight (8) condominium units on lots 8 and 9 of the previously approved subdivision. The subject lots (Map 40, Lots 138 and 139) are within the **GR1 (Growth Residential 1) Zoning District and the SPO-SP (Shoreland Protection Overlay - Stream Protection) Subdistrict.**
- 3. Workshop** – The Staff Review Committee will hold a workshop to discuss the proposed redevelopment of the Tontine Mall and adjoining parcel for a mixed use development to include 16 dwelling units. The subject lots (Map U13, Lots 164 & 165) are within the **GM6 (Growth Mixed Use 6) Zoning District.**
- 4. Workshop** – Upon the recommendation of the Town Council at its meeting on March 16, 2020, the Staff Review Committee will hold a workshop to discuss proposed options for zoning ordinance amendments that would accommodate construction of a fire station exceeding the maximum building footprint.

Over →

This agenda is mailed to owners of property within 200 feet of proposed development sites. In cases where Committee action is pending this agenda serves as notice of same. In cases where the Committee's role is to advise the Planning Board, this agenda is mailed as a courtesy along with notice of the Planning Board meeting. The Staff Review Committee meeting is open to the public. All are invited to attend and participate. For further information call the Brunswick Department of Planning and Development (725-6660).

5. Other Business

6. Adjourn

**CONDITIONAL USE PERMIT
APPLICATION**

1. Project Name: Environmental Resource Center

2. Project Applicant

Name: BLOCDG Thomas Wright
Address: PO Box 216
South Freeport, Maine 04078
Phone Number: 207-415-4500
Email: thomasbwright@gmail.com

4. Project Owner (if different than applicant)

Name: _____
Address: _____

Phone Number: _____
Email: _____

5. Authorized Representative

Name: _____
Address: _____

Phone Number: _____
Email: _____

6. List of Design Consultants. Indicate the registration number, address and phone number, email for any additional project engineers, surveyors, architects, landscape architects or planners:

1. Winton Scott Architects 5 Milk Street Portland Reg #793
2. _____
3. _____

7. Physical Location of Property: 179 Neptune Drive Brunswick Landing

8. Lot Size: 2.36 Acres

9. Zoning District: GO

10. Overlay Zoning District(s): Growth Area Zoning District

11. 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?

The abutting property is owned by Brunswick Topsham Land Trust to the north and east and the US Navy to the south and west.

12. Assessor's Tax Map _____ Lot Number 44 of subject property.

13. Brief description of proposed use: _____
phase one will be offices for the use of BTLT and CREA as base tenants for the Environmental Resource Center.

14. Describe specific physical improvements to be done: _____
New windows and doors, office fit up and new bathrooms

Owner Signature:



Applicant Signature (if different):

CONDITIONAL USE PERMIT APPLICATION REQUIREMENTS

The submission requirements contained in Appendix D of the Brunswick Zoning Ordinance (attached in checklist format for each application category) shall apply to all unless a waiver is granted. Applications shall be submitted to the Director of Planning and Development.

For each item listed in Appendix D the applicant shall either submit the requested information or request a waiver from the information requirement pursuant to Subsection 5.2.9.M of the Zoning Ordinance.

REQUIREMENTS FOR CONDITIONAL USE OR SPECIAL PERMIT APPLICATION SUBMITTAL		Conditional Use or Special Permit
Please mark box with one of the following: "W" (Waiver); "P" (Pending); "X" (Submitted) or "N/A" (Not applicable)		
General	Application form and fee	X
	Name of development	X
	Existing zoning district and overlay designations	X
	Location map	X
	Names of current owner(s) of subject parcel and abutting parcels	X
	Names of engineer and surveyor; and professional registration numbers of those who prepared the plan	X
	Location of features, natural and artificial, such as water bodies, wetlands, streams, important habitats, vegetation, railroads, ditches and buildings	X
	Documentation of Right, Title and Interest	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 common areas will be owned, maintained, and protected	X
	Draft performance guarantee or conditional agreement	X
Survey, Topography, & Existing Conditions	Scale, date, north point, and area	X
	A survey submitted (stamped for final plan submittal) by a professional surveyor with a current license by the State of Maine Board of Licensure for Professional Surveyors	X
	Existing easements associated with the development	X
Infrastructure - Proposed	Proposed easements associated with the development	X
	Locations and dimensions of proposed vehicular and bicycle parking areas, including proposed shared parking arrangement if applicable.	X
		P
	Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization	N/A
	Where a septic system is to be used, evidence of soil suitability	N/A
	A statement from the General Manager of the Brunswick Sewer District as to conditions under which the Sewer District will provide public sewer and approval of the proposed sanitary sewer infrastructure	P
	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	N/A
	A statement from the General Manager of the Brunswick and Topsham Water District as to conditions under which public water will be provided and approval of the proposed water distribution infrastructure	X
Reference to special conditions stipulated by the Review Authority	N/A	

**REQUIREMENTS FOR CONDITIONAL USE OR SPECIAL PERMIT
APPLICATION SUBMITTAL**

Please mark box with one of the following:
"W" (Waiver); "P" (Pending); "X" (Submitted) or "N/A" (Not applicable)

Conditional Use or
Special Permit

Proposed Development Plan	When applicable, a table indicating the maximum number of lots permitted based upon the applicable dimensional requirements, the number of lots proposed, and the number of lots permitted to be further subdivided.	N/A
	Disclosure of any required permits or, if a permit has already been granted, a copy of that permit	X
	A statement from the General Manager of the Brunswick and Topsham Water District regarding the proposed development if located within an Aquifer Protection Zone	X
Proposed Development Plan	A plan of all new construction, expansion and/or redevelopment of existing facilities, including type, size, footprint, floor layout, setback, elevation of first floor slab, storage and loading areas	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, locations and purpose and type of vegetation	N/A
	Number of lots if a subdivision	N/A
	All applicable materials necessary for the Review Authority to review the proposal in accordance with the criteria of Chapter 5.	X
	Any additional studies required by the Review Authority	N/A

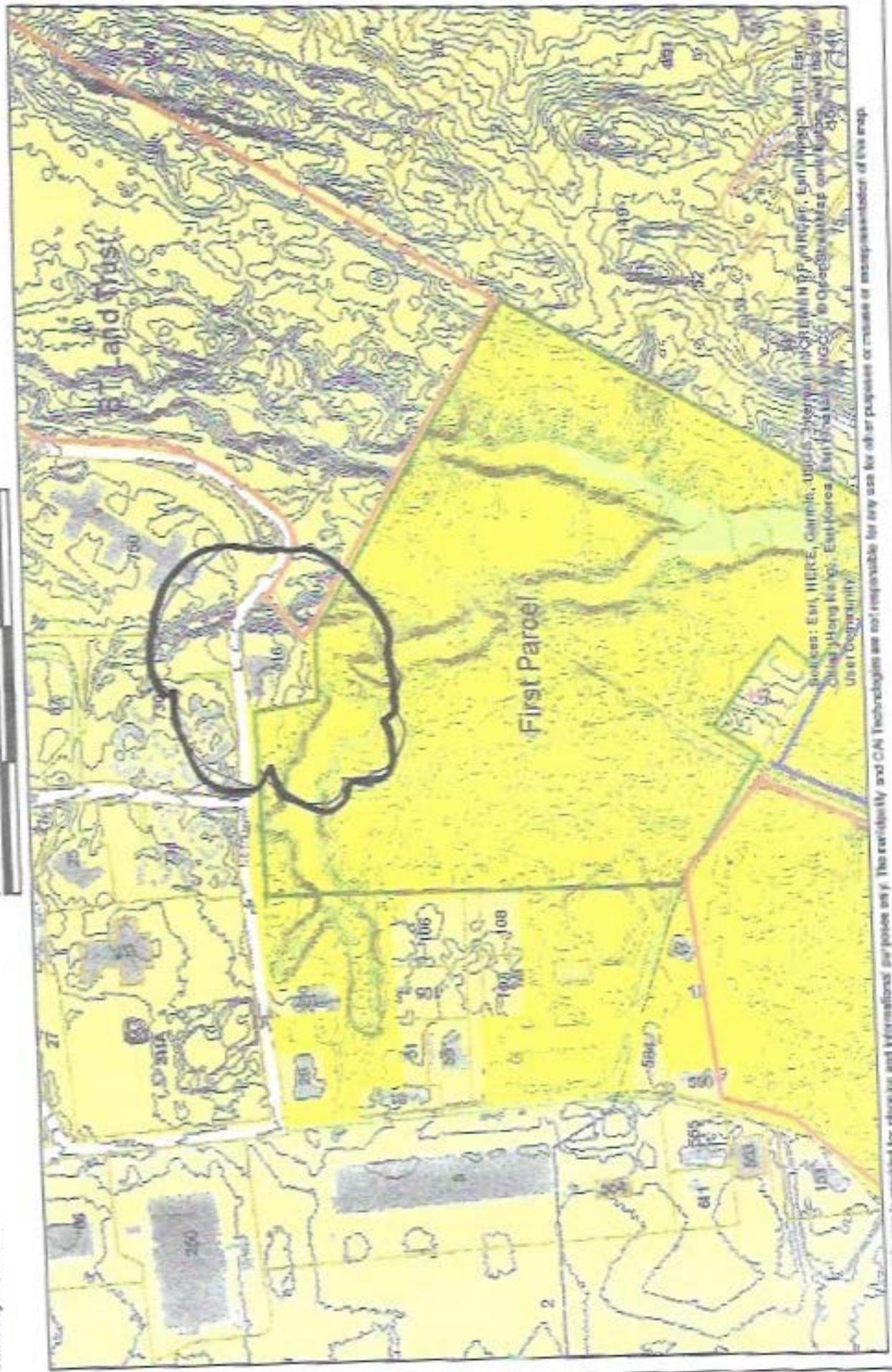


Brunswick, ME

1 inch = 537 Feet



January 2, 2019



CAI Technologies is not responsible for any use for other purposes or misuse or misrepresentation of this map.



January 15, 2019

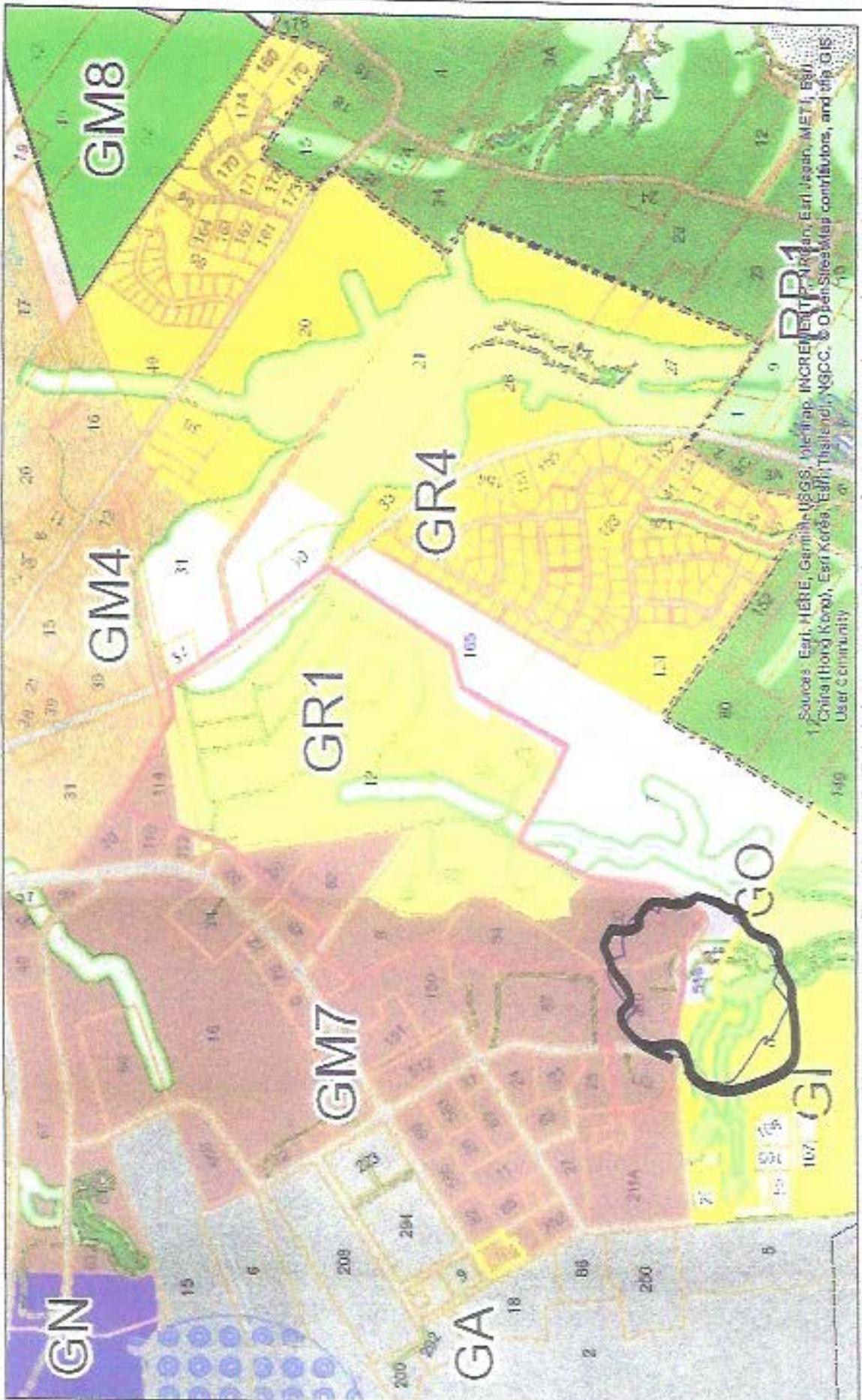
Brunswick, ME

1 inch = 1075 Feet

0 1075 2151 3226

www.cal-tech.com

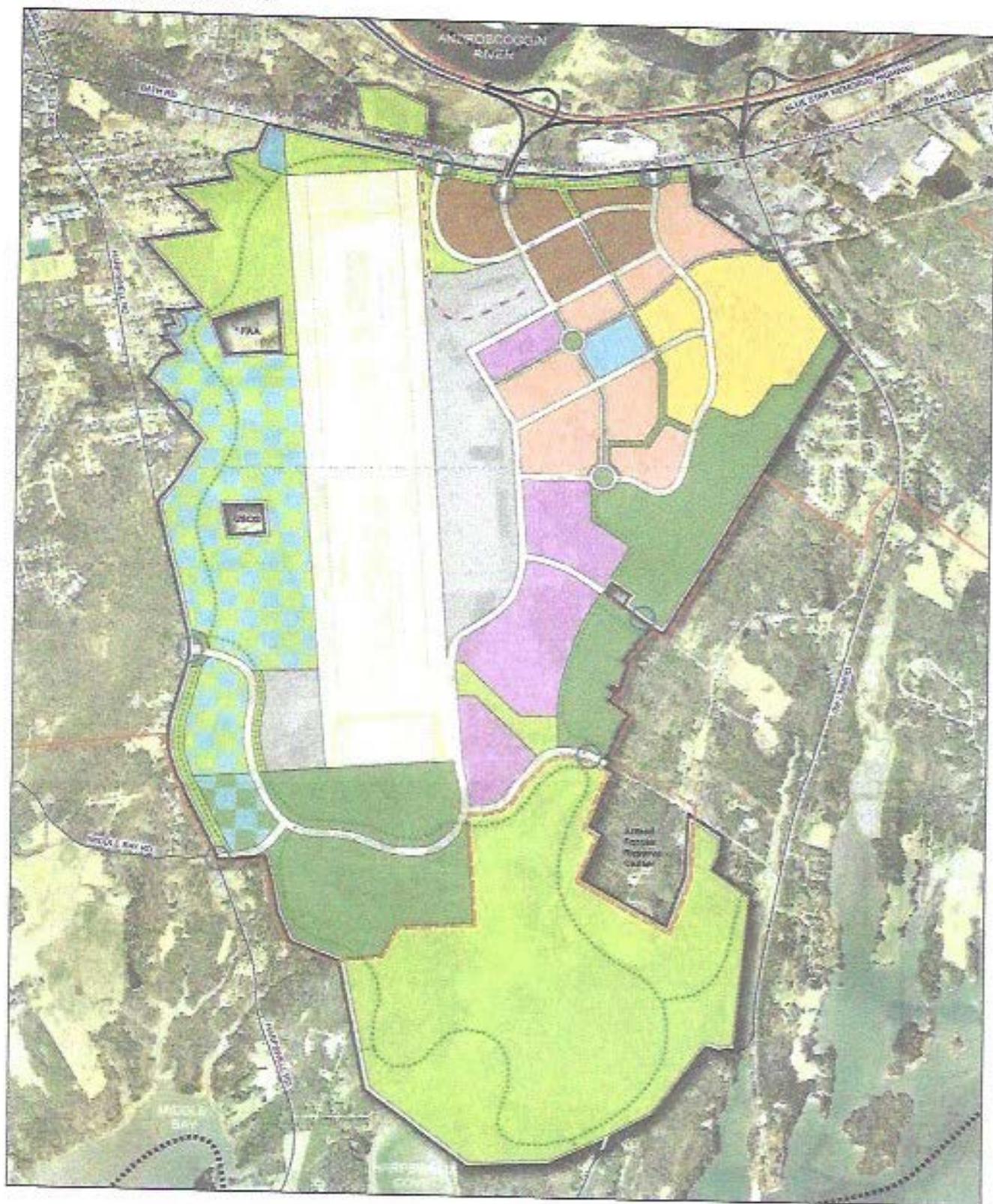
CAI Technologies
P.O. Box 1000
Brunswick, ME 04015



Sources: Esri, HERE, Garmin, NGIS, Intermap, INCREMENTAL P.A., Earthstar, METI, BNP, China (Hong Kong), Esri Korea, Esri Thailand, NGCC, OpenStreetMap contributors, and the GIS User Community

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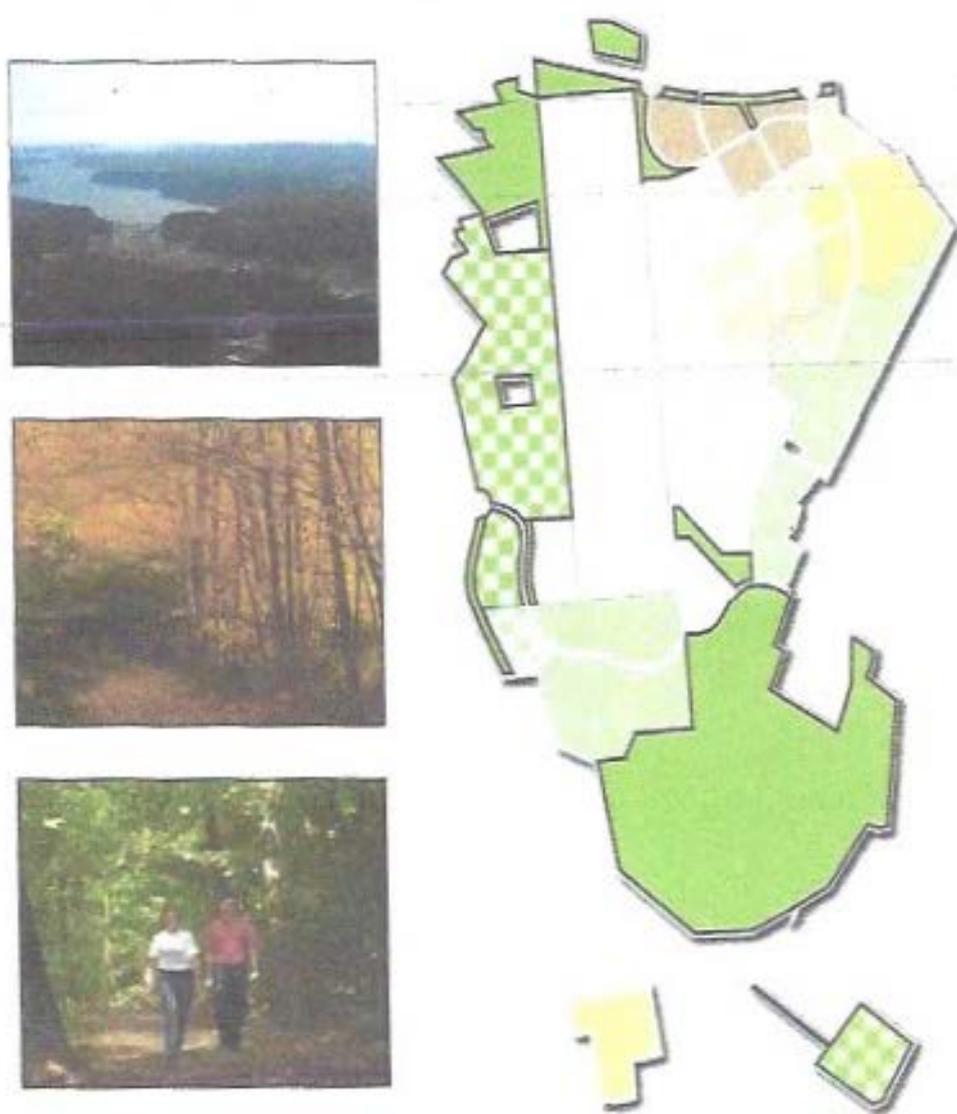
Exhibit 65: Reuse Master Plan Map



Natural Areas District

The intent of the 1,060-acre Natural Areas district, light green on the plan, is to preserve, maintain and enhance existing natural areas for the long-term benefit of area residents and the natural environment. As such, only those uses that would not significantly alter the environment and/or would provide opportunities to experience the environment would be considered, including pedestrian trails, nature and interpretive centers, environmental education, and other non-intrusive passive outdoor recreation and educational uses. More detailed studies are being conducted in the checkered areas to determine specific locations for natural versus educational uses. Exhibit 75: Natural Areas District Location Map shows the location of this land use district.

Exhibit 75: Natural Areas District Location Map



QUITCLAIM DEED WITH COVENANT

Affordable Mid Coast Housing, LLC, a Maine Limited Liability Company with a mailing address at P.O. Box 9340, Auburn, Maine 04210, grants to **BLCC Development Group, LLC**, a Maine Limited Liability Company with a mailing address c/o Thomas B. Wright, 70 South Freeport Road, South Freeport, Maine 04078, with Quitclaim Covenant, certain lots or parcels of land, with any buildings situated thereon, located in Brunswick, County of Cumberland, State of Maine, as more fully described in Exhibit "A" attached hereto and made a part hereof.

In Witness Whereof, the undersigned has hereunto set its hand effective on the 21st day of December, 2018.

Witness:



Affordable Mid Coast Housing, LLC

By:


George P. Schott, Member

STATE OF MAINE
ANDROSCOGGIN, SS

December 14, 2018

Personally appeared the above-named **George P. Schott**, Member of **Affordable Mid Coast Housing, LLC**, and acknowledged the above instrument to be his free act and deed and the free act and deed of said entity.

Before me,



Notary Public

Print Name: _____

My Commission Expires: _____

Barbara T. Grenin
Notary Public, State of Maine
My Commission Expires May 11, 2021

EXHIBIT A

Parcel 1 -

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

Beginning at a point on the southerly sideline of Neptune Drive at a corner of remaining land now or formerly of Midcoast Regional Redevelopment Authority (MRRA) as described in a deed recorded in the Cumberland County Registry of Deeds in Book 29437, Page 1. Thence:

- 1) S 62°56'51" W by said remaining land of MRRA a distance of One Hundred Thirty and 20/100 (130.20) feet to a point of curvature;
- 2) Southwesterly by said remaining land of MRRA, following a curve to the left having a radius of Four Hundred and 00/100 (400.00) feet, an arc distance of One Hundred Thirty-Three and 64/100 (133.64) feet to a point;
- 3) S 85°22'55" W by said remaining land of MRRA a distance of One Hundred Sixty-Three and 55/100 (163.55) feet a point and land now or formerly of the United States of America (USA);
- 4) Northerly by said land of USA, following a curve to the left having a radius of Nine Hundred and 00/100 (900.00) feet, an arc distance of One Hundred Thirty-Six and 76/100 (136.76) feet to a point, said point being located N 23°53'44" W a distance of One Hundred Thirty-Six and 63/100 (136.63) feet from the last mentioned point;
- 5) Northwesterly by said land of USA, following a curve to the right having a radius of Forty-Five and 00/100 (45.00) feet, an arc distance of Sixty-Seven and 58/100 (67.58) feet to a point, said point being located N 50°48'32" W a distance of Sixty-One and 41/100 (61.41) feet from the last mentioned point;
- 6) N 07°03'38" W by said land of USA a distance of Forty-Nine and 01/100 (49.01) feet to a point and said remaining land of MRRA;
- 7) Northwesterly by said remaining land of MRRA, following a curve to the left having a radius of Nine Hundred and 00/100 (900.00) feet, an arc distance of Twenty-Four and 41/100 (24.41) feet to a point; said point being located N 35°33'33" W a distance of Twenty-Four and 41/100 (24.41) feet from the last mentioned point;
- 8) N 04°37'05" W by said remaining land of MRRA a distance of Eighteen and 06/100 (18.06) feet to a point and the southerly sideline of said Neptune Drive;
- 9) N 85°22'55" E by said Neptune Drive a distance of Two Hundred Sixty-Seven and 55/100 (267.55) feet to a point of curvature;

- 10) Easterly by said Neptune Drive, following a curve to the right having a radius of Two Hundred Twenty and 00/100 (220.00) feet, an arc distance of One Hundred Sixty-Eight and 80/100 (168.80) feet to a point;
- 11) S 50°39'25" E by said Neptune Drive a distance of One Hundred Eleven and 81/100 (111.81) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone (NAD83).

The above described parcel being shown as a portion of Lot 44 on a plan entitled "Final Subdivision Plan Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated March 11, 2013, recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 79-85. The above described parcel is that portion of Lot 44 now or formerly in possession of Midcoast Regional Redevelopment Authority as described in a deed from the United States of America recorded in the Cumberland County Registry of Deeds in Book 29437, Page 1, being a portion of EDC-3A described therein.

Parcel 2 -

All right, title and interest in that remaining portion of Lot 44 on a plan entitled "Final Subdivision Plan Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated March 11, 2013, recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 81 not described in Parcel 1 above. GRANTOR and GRANTEE understand and acknowledge that GRANTOR presently does not own fee title to Parcel 2. GRANTOR represents that it has contractual rights to acquire Parcel 2 and has undertaken by contract with GRANTEE to convey fee title in Parcel 2 to GRANTEE if and when GRANTOR acquires the same.

The above described premises being the same premises conveyed to Affordable Mid Coast Housing, LLC by Quitclaim Deed with Covenant from Midcoast Regional Redevelopment Authority dated September 24, 2014 and recorded in the Cumberland County Registry of Deeds at Book 31819, Page 117.

The above-referenced premises are conveyed together with and subject to the following:

1. Delegation of Authority for Adjustment of Legislative Jurisdiction dated March 29, 1989 recorded in the Cumberland County Registry of Deeds at Book 8861, Page 35.
2. Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service between Midcoast Regional Development Authority and the United States of America, acting by and through the Department of the Navy dated March 28, 2011 and recorded in the said Registry of Deeds at Book 28607, Page 205.
3. Title to any electrical, water, sewer or other utilities, utility structures, components, equipment or distribution systems, whether above or below ground, or to any roads,

streets, ways or sidewalks located within the bounds of, or servicing, or providing access to the insured premises, except as specifically conveyed to Affordable Mid Coast Housing, LLC by deed dated September 24, 2014 and recorded in the said Registry of Deeds at Book 31819, Page 117, and is subject to the further terms and conditions contained in the aforesaid deed, and in an Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service between Midcoast Regional Redevelopment Authority and the United States of America (acting through the Department of the Navy) dated March 28, 2011 and recorded at Book 28607, Page 205, and in the Road and Common Facilities Maintenance Agreement between Midcoast Regional Redevelopment Authority and Priority Real Estate Group, LLC, dated July 26, 2013 and recorded in Book 30884, Page 170.

4. Reservations, exceptions, notices, covenants, conditions and restrictions set forth in Quitclaim deed with Covenant from the United States of America, acting through the Secretary of the Navy and by the Naval Engineering Command, Base Closure Program Management Office to Midcoast Regional Redevelopment Authority dated March 14, 2012 and recorded in the said Registry of Deeds at Book 29437, Page 1.

5. State of facts shown on a Plan of Schott Parcels made for Wright-Pierce and Midcoast Regional Redevelopment Authority by Titcomb Associates dated December 11, 2012, revised April 5, 2013 and recorded in the said Registry of Deeds in Plan Book 214, Page 275; revised through July 24, 2014 and recorded in Plan Book 214, Page 280.

6. State of facts, notes and conditions of approval as shown on a "Final Subdivision Plan, Brunswick Landing Subdivision, Phase I" prepared by Wright-Pierce dated March 11, 2013, recorded at Plan Book 213, Pages 79-85, as amended by a plan entitled "Minor Modifications to Subdivision, Brunswick Landing Subdivision - Phase I" prepared by Wright-Pierce dated March 27, 2013 and recorded in Plan Book 213, Page 104, as further amended by "Amendment of Subdivision Plan, Brunswick Landing Subdivision, Phase 1 Brunswick Landing" prepared by Wright-Pierce dated June 11, 2014 and recorded as Plan Book 214, Pages 247-253.

7. Joinder to Road and Common Facilities Maintenance Agreement between Midcoast Regional Redevelopment Authority and Affordable Mid Coast Housing, LLC dated September 24, 2014 and recorded in the said Registry of Deeds at Book 31819, Page 124.

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

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

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

In addition to the rights reserved above, the above-described Parcel is conveyed subject to the perpetual rights and easements for the access to, installation, maintenance, repair and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the real estate located in Brunswick, County of Cumberland, Maine now or formerly owned by MRRA (the "MRRA Properties"). The GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment only with the prior written consent of MRRA, its successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work and the disturbance of any property nor or formerly of MRRA, including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of MRRA and its successors and assigns on the MRRA Properties.

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

the Government (the portions of the former BNAS now owned by MRRA together with those portions of the former BNAS to be subsequently acquired by MRRA being collectively referred to herein as the "MRRA Properties").

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

EXHIBIT B

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

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



March 11, 2020

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

Dear Mr. Woolston,

In response to a request from Thomas (Tom) Wright, please accept this letter as my acknowledgement of his financial capacity. Mr. Wright has an extensive banking relationship with Norway Savings Bank, and I can confirm that he has significant resources ensuring his ability to complete his current proposed project involving 179 Neptune Drive at the Brunswick Landing.

I hope this letter will sufficiently address your requirements at this time, but should you need additional information I will be happy to provide it upon the further request of Mr. Wright.

Regards,

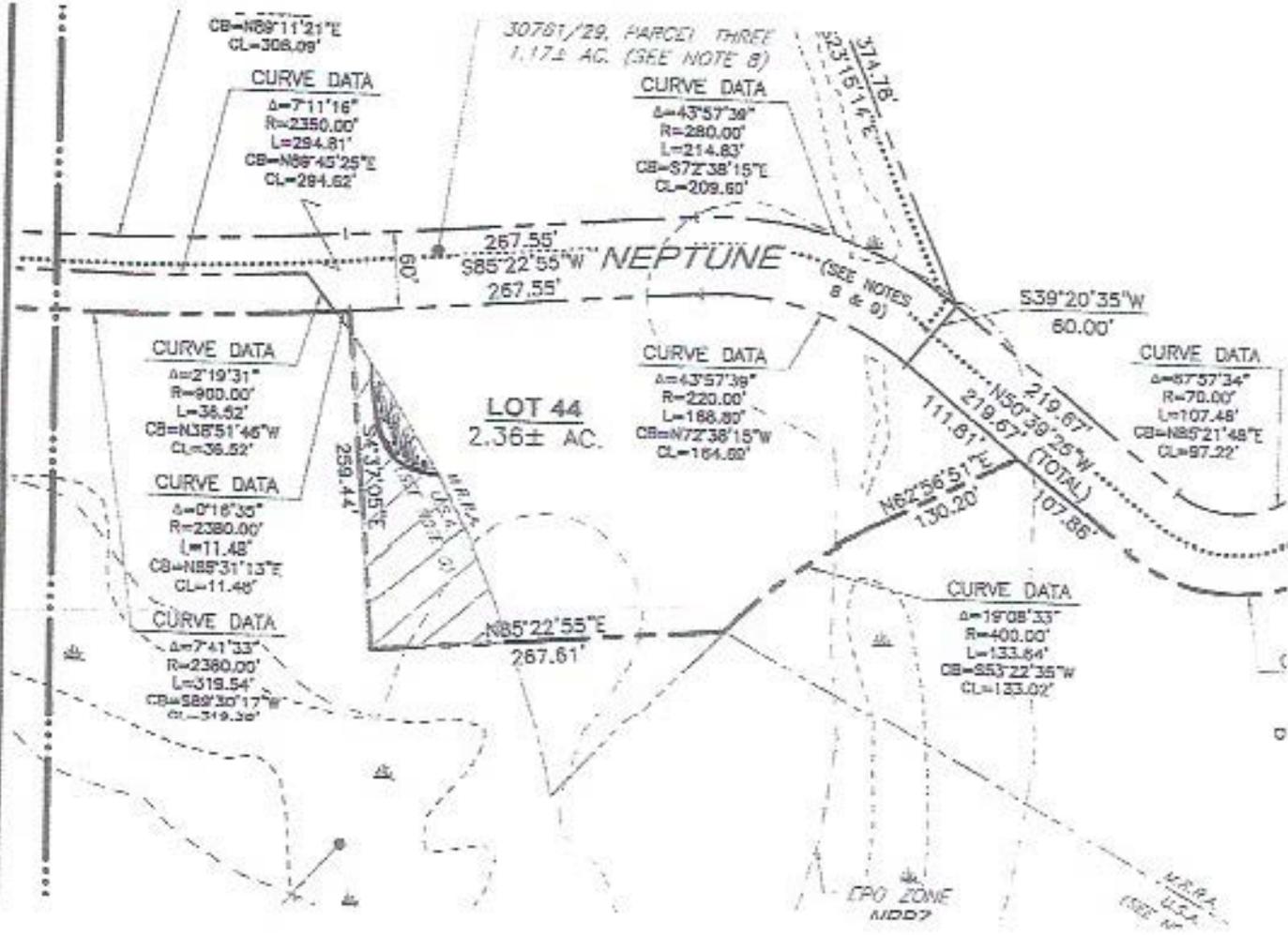
A handwritten signature in blue ink that reads "Pamela J. Bowerman".

Pamela J. Bowerman
Vice President/Commercial Lending

Norway Savings Bank
83 Maine Street
Brunswick, ME 04011
T: 207-319-1423 F: 207-729-1154
pbowerman@norwaysavingsbank.com

Cc: Tom Wright

5/11/2014 11:55:48 AM | RYAN BEISAW





CONCEPTUAL SITE PLAN STUDIES

BRUSHWICK LANDING BUILDING 518
RENOVATION DESIGN STUDIES

OWNER / DEVELOPER THOMAS WRIGHT
WYTON SCOTT ARCHITECTS

SCALE 1" = 20'

MAY 3, 2018

PROPOSED NEW PANOLED LIGHT



NOTE: Show the location of the proposed new panoled light fixture in the existing floor plan. The location of the proposed new panoled light fixture is shown in the existing floor plan. The location of the proposed new panoled light fixture is shown in the existing floor plan.

Proposed

Item	Quantity	Unit	Notes
1. Panoled Light	1	Each	See Note 1
2. Electrical	1	Each	See Note 2
3. Mechanical	1	Each	See Note 3
4. Plumbing	1	Each	See Note 4
5. HVAC	1	Each	See Note 5
6. Fire	1	Each	See Note 6
7. Security	1	Each	See Note 7
8. Other	1	Each	See Note 8

BELSON Home Inspection Services
 1-800-323-1984
 10000 W. 10th Street, Suite 100, Denver, CO 80231

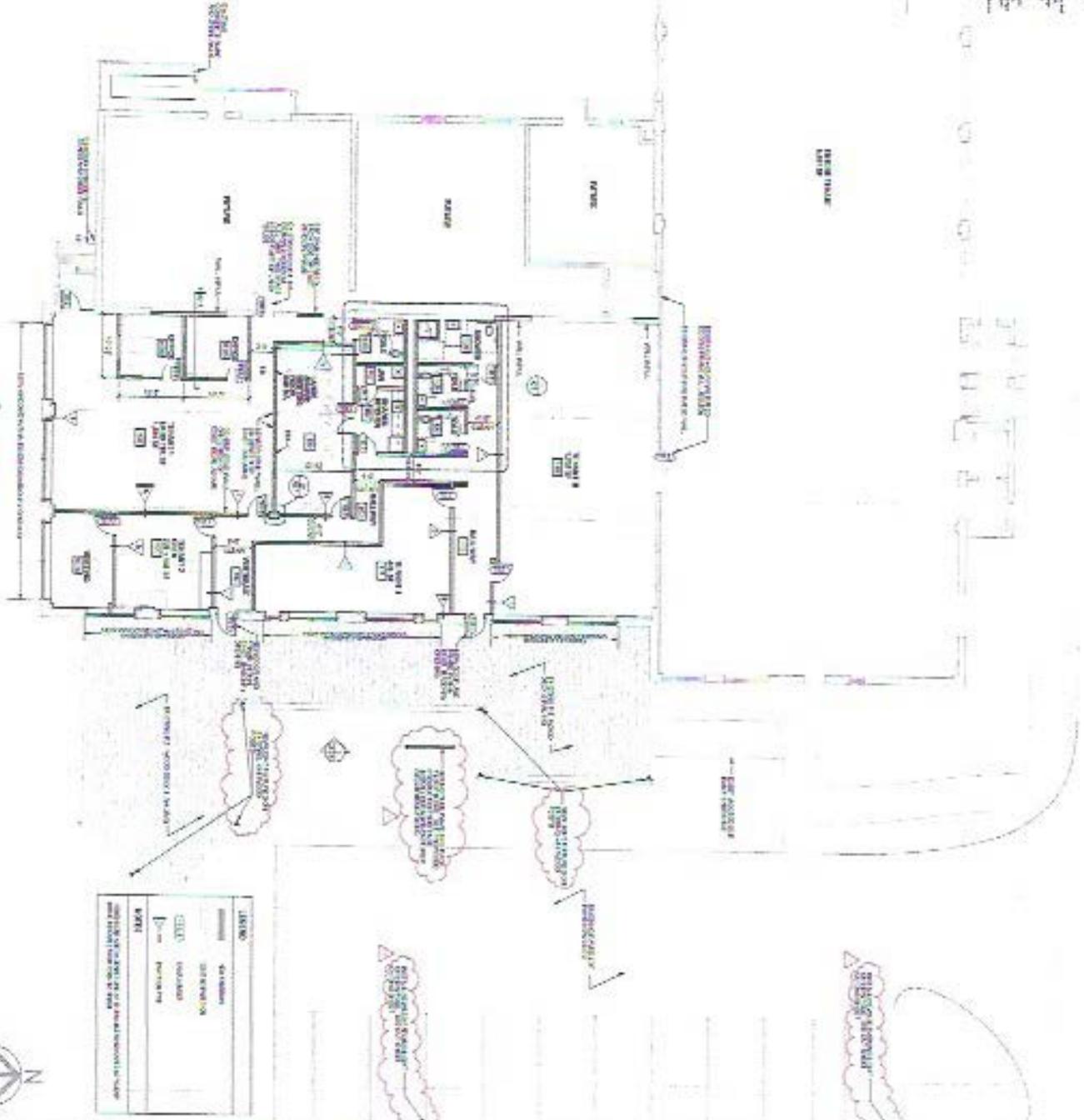
DO NOT REMOVE

MAINTENANCE

The floor plan shows the location of the proposed new panoled light fixture. The location of the proposed new panoled light fixture is shown in the existing floor plan. The location of the proposed new panoled light fixture is shown in the existing floor plan.

Legend

- 1. Panoled Light
- 2. Electrical
- 3. Mechanical
- 4. Plumbing
- 5. HVAC
- 6. Fire
- 7. Security
- 8. Other



Legend

Symbol	Description
(Square)	PROPOSED
(Circle)	EXISTING
(Triangle)	REMOVE
(Diamond)	RELOCATE

WISA

WISCONSIN INSPECTION SERVICES ASSOCIATION

Matthew Scott
Professional Engineer

BUILDING 516
DUNDAS/KLAWERS

25 Dundas Avenue
Burlington, WI

Owner:
Thomas Vignar, LLC

GENERAL CONTRACTOR

FIRST FLOOR
PROPOSED PLAN

A1.1

PROPOSED NEW BINGE BACH

EXHIBIT C

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

1. Government Restrictions. All terms, notices, restrictions, easements, reservations, covenants and conditions set forth in the Government Source Deed, which terms, restrictions, easements, reservations, covenants and conditions shall run with the land in perpetuity. As required in the Government Source Deed, specific reference is made to certain, but not all, covenants, particularly being:
 - (a) Covenant Regarding Archeological Matters set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated March 14, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29437, Page 1 on Pages 8-9, Subsection XVII (a).
 - (b) Covenant Regarding Historic Preservation set forth in those certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated March 14, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29437, Page 1 on Pages 9-12, Subsection XVII (b).

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

2. Utilities and Infrastructure. Midcoast Regional Redevelopment Authority ("MRRA") has reserved ownership of all utility infrastructure, lines and equipment located above and below ground in the premises conveyed to the GRANTEE by this Quitclaim Deed with Covenant, except for the following which are hereby conveyed to the GRANTEE:

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

The above-described perpetual rights and easement shall be binding upon MRRA, its successors and assigns, shall inure to the benefit of the Grantee, its successors and assigns, and shall be appurtenant to the Parcel.



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
OFFICE OF STATE FIRE MARSHAL
45 COMMERCE DR STE 1
AUGUSTA, ME 04333-0001

Construction Permit

No. 26840

In accordance with the provisions of M.R.S.A. Title 25, Chapter 317, Sec.317 and Title 5, Section 4594-F, permission is hereby granted to construct or alter the following referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Each permit issued shall be displayed at the site of construction.

Building: BUILDING 516
Location: 179 NEPTURN DRIVE, BRUNSWICK, ME 04011
Owner: THOMAS WRIGHT
Owner Address: THOMAS WRIGHT
PO BOX 216
SOUTH FREEPORT, ME 04078-0216

Occupancy Type: Business
Secondary Use:
No Sprinkler System
No Fire Alarm System
Barrier Free
Construction Mode: Renovation, Occupancy Change
Unprotected Noncombustible: Type II (000)
Final Number of Stories: 1

Permit Date: 01/23/2020

Expiration Date: 07/22/2020


COMMISSIONER OF PUBLIC SAFETY

Copy 1 - Owner



March 11, 2020

Re: Letter of Assurance of Utilities

To Whom It May Concern,

Please let this letter serve as confirmation that the water service provided by the Midcoast Regional Redevelopment Authority is sufficient to serve the facility at 179 Neptune Drive (Building 516) at Brunswick Landing in Brunswick, Maine.

In addition to an adequately sized domestic water service, the facility also has a fire service available should future plans ever warrant a fire service.

Feel free to contact me if you have any questions or concerns.

Sincerely,

Woodie Bartley, CEM
Utilities Manager
Midcoast Regional Redevelopment Authority

woodieb@mrra.us
Office: 207.607.4189
Cell: 207.280.0335

FINAL SUBDIVISION AMENDMENT APPLICATION

BRUNSWICK LANDING VILLAGE LOTS 8 & 9 – BRUNSWICK LANDING HOUSING SUBDIVISION TAX MAP 40, LOTS 138 & 139

BRUNSWICK LANDING
BRUNSWICK, MAINE

March 24, 2020

Prepared For

BRUNSWICK LANDING CONDOMINIUMS, LLC

74 Neptune Drive
Brunswick, Maine 04011

Prepared By



119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 ▪ www.sitelinespa.com

Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

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Attachment F	Supporting Graphics
Attachment G	Wetlands
Attachment H	Architecture
Attachment I	Subdivision Plan



March 24, 2020

3230.03-7

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

**RE: Major Development Review
Final Subdivision Amendment Application
BRUNSWICK LANDING VILLAGE
LOTS 8 & 9 – BRUNSWICK LANDING HOUSING SUBDIVISION
BRUNSWICK, MAINE
Tax Map 40, Lots 138 & 139**

Dear Jared:

On behalf Brunswick Landing Condominiums, LLC, Sitelines PA is pleased to submit the enclosed Major Development Review Final Application, drawings, and supporting materials for a Subdivision Amendment to the Brunswick Landing Housing Subdivision for Lots 8 & 9 located in Brunswick Landing. The original subdivision was approved by the Planning Board on August 7, 2018. This application includes the development of eight (8) single-family residential lots on Forrestal Drive and Anchor Drive in Brunswick. This letter is intended to summarize the project in order to facilitate the review process. The fee in the amount of \$1,400 is enclosed.

PROPERTY

Brunswick Landing Condominiums, LLC owns the parcels of land currently identified on Tax Map 40, Lots 138 & 139 on the Town of Brunswick Tax Assessors Map and are also known as Lots 8 and 9 of the Brunswick Landing Housing Subdivision. A copy of the deed is enclosed. Lot 8 encompasses 22.02 acres and Lot 9 encompass 1.83 acres and are mostly undeveloped. In the existing condition, the project site on Lot 8 includes a portion of Forrestal Drive and grassed areas. In the existing condition, the project site on Lot 9 is undeveloped and wooded. The properties are in the Growth Residential 1 (GR1) Zoning district, in which residential dwellings, 1- or 2-family and multifamily are Permitted Uses. The properties are subject to the Brunswick Landing Housing Common Development Plan (CDP).

PROJECT HISTORY

The area of Lot 8 was developed prior to 1970 as part of the family housing for U.S. Navy personnel station at the former naval air station. Aging housing on the site was demolished around 2004 and the current housing, Mariner Landing, constructed adjacent to the site before 2006. The area of Lot 9 has remained undeveloped, but the adjacent Woodland Village housing complex was constructed around 2002 and Lot 9 includes an existing stormwater management basin that was constructed as part of the Woodland Village housing complex stormwater management system.

SITELINES • CIVIL ENGINEERS • LAND SURVEYORS
119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 • www.sitelinespa.com

A proposal for the construction of 40 new dwelling units in twelve (12) buildings on and in the area of Lot 8 and Lot 9 received Town and State approvals in 2018. The proposal included a multifamily housing construction along with the necessary parking lots, utility extensions, and stormwater management. The current proposal for eight (8) single-family lots is in lieu of the much larger, previously approved design.

PROJECT DESCRIPTION

The proposed project consists of construction of eight (8) new single-family lots, along with associated utility extensions, stormwater management, and erosion control. The proposed lots have frontage on either Forrestal Drive or Anchor Drive.

Sanitary sewer and water service will be extended to the new lots from existing utilities. Private water owned by Midcoast Regional Redevelopment Authority (MRRA) within Forrestal Drive and Anchor Drive are adjacent to the new lots. Public sewer will be extended from existing utilities in Forrestal Drive and Starflower Lane. Electric will be extended from existing utilities within adjacent rights-of-way. Natural gas exists throughout the area, with services installed to the rear of most existing buildings. Maine Natural Gas (MNG) has reviewed the previous proposal and stated they had capacity to serve it. Communications utilities are installed underground throughout the existing housing, which will be extended underground as appropriate.

The project will comply with the Common Development Plan Standards of the Brunswick Landing Housing CDP as amended, specifically with regard to impervious coverage and building height.

The applicant is proposing to construct Roof Dripline Filter BMPs at each of the new single-family houses, sized to detain up to the 25-year storm event without overtopping. The applicant is also proposing to retrofit a Filterra Tree Box Filter BMP on Anchor Drive for the benefit of stormwater quality. The new Filterra Box is sized for the watershed that includes an existing portion of Anchor Drive and adjacent sidewalk, as well as the proposed driveways for Lots 9-A, 9-B, 9-C, and 9-D.

The project requires a Maine Department of Environmental Protection (MDEP) Site Location of Development Permit Amendment and is currently being reviewed.

Graiver Homes, Inc. intends to purchase the eight (8) lots after the permitting process is complete. The homes and site improvements will be completed by Graiver Homes.

Based on the specifics of the project, the Applicant requests waivers for *the existing location, size, profile, and cross section of sanitary sewers and plan showing all then (10) inch caliper trees to be removed as a result of the development proposal.*

REVIEW STANDARDS

To facilitate your review of our proposal, the following issues are summarized in accordance with *CHAPTER 4 – PROPERTY DEVELOPMENT STANDARDS* of the Ordinance:



4.1 APPLICABILITY OF PROPERTY DEVELOPMENT STANDARDS

The proposed development is in compliance with the standards set forth in Chapter 4 – Property Development Standards

4.2 DIMENSIONAL AND DENSITY STANDARDS

The proposed development is in the Growth Residential 1 (GR1) Zoning district and complies with the Dimensional and Density Standards for Growth Area Zoning Districts. The site is not subject to any Overlay Zones. The Rural Area Dimensional and Density Standards do not apply. The proposed parcels are subject to the Brunswick Landing Housing Common Development Plan standards, as amended.

The GR1 Zone has no front, side or rear setbacks, no maximum lot area, a minimum lot width of 40 feet, a 50-foot maximum building height, a 20,000 square-foot maximum building footprint per structure, and no building frontage requirements. The Brunswick Landing Housing Common Development Plan as amended imposes a 1-story or 15-foot minimum building height and a 54% maximum impervious standard.

The Net Site Area, as calculated in accordance with 4.2.5.A, is the full area of land minus the wetlands and street rights-of-way. The property has no steep slopes; water bodies; endangered or threatened species habitat; rare and endangered natural communities; waterfowl and wading bird habitat; shorebird nesting, feeding, and staging areas; significant vernal pool habitat; or seabird nesting islands as determined by resources in the Maine GIS Data Catalog and Maine DEP GIS website. The Net Site Area is shown on the approved subdivision plan, as amended. A copy of the amended subdivision plan is included with this submission.

The project is neither an Open Space Development nor an Affordable Housing Development; bonus development density does not apply. The proposed improvements are located outside of the Shoreland Protection Overlay (SPO) District.

4.3 NATURAL AND HISTORIC AREAS

4.3.1 There are no known existing features where the lots are proposed that would be considered of natural, scenic, or historic character to the Town. The areas proposed for new housing have previously been developed and were occupied by housing or Navy personnel until 2004. Wetlands, as delineated by Atlantic Environmental, LLC, have been shown on the enclosed plan and the report enclosed.

4.3.2 The project will not result in undue water or air pollution and will comply with the BNAS Land Use Controls Implementation Plan, as amended.

4.3.3 The project is not located within a designated Scenic Area.

4.3.4 The project area does not include any areas of important plant and animal habitats or rare and irreplaceable natural areas.

4.3.5 There are no steep slopes or embankments greater than 25%, as defined by the ordinance, located on the property.

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

4.3.7 The project will not extract groundwater for operations. All homes constructed on the new single-family lots will connect to the existing public sewer system. The buildings will utilize roof dripline filter BMPs to encourage stormwater infiltration. No undue adverse effect on the quality or quantity of groundwater will occur as a result of this project.

4.3.8 The site currently drains via overland flow towards catch basins located in the roads. Some of the area drains overland to a drainageway adjacent to Gurnet Road and ultimately to Buttermilk Cove. Some of the area drains to the drainageway easterly of Neptune Drive and ultimately to the Urban Impaired Mere Brook. The project has been designed to include stormwater treatment BMPs to remove pollutants from the roofs and portions of new and existing paved areas. There will not be an undue adverse impact on the water quality of the receiving waters.

There are no known freshwater or coastal wetlands, water bodies or shorelines located on the parcel. The development will not have any undue adverse impact on the small wetland area.

4.3.9 There are no historic or archeological resources associated with this project. The location of the proposed buildings has been previously disturbed by housing for the Navy. The proposed housing will have no undue adverse effect on any historic or archeological resource.

4.4 FLOOD HAZARD AREAS

The development is not in the Flood Protection Overlay (FPO) District. The project area is in Zone C (Areas of Minimal Flooding) of the Flood Insurance Rate Maps (FIRMs) for Cumberland County, Maine. The project area is located on Panel 15 of 35 (Community Panel 230042-0015-B, Effective June 3, 1986). An excerpt of the applicable FIRM is enclosed.

4.5 BASIC AND MUNICIPAL SERVICES

4.5.1 The site is serviced by the public sewer system. Services will be extended to the new lots from existing facilities. A letter from the Brunswick Sewer District (BSD) certifying both the willingness to accept and capacity to serve the proposed project is enclosed with this application.

The homes on each of the eight (8) new single-family lots will be subject to the BSD's entrance charge program, which includes applying for an entrance permit and paying an entrance charge

which will be determined at the time the permit is applied for. The sewer impact fee will be based on the entrance charge which is calculated to be \$ 2,045 per flow unit, or \$16,360 for all eight lots.

4.5.2 The site is serviced by the Brunswick & Topsham Water District public water system and the private water system owned by MRRA. New water services will be extended from the existing MRRA water mains in Forrestal Drive and Anchor Drive. A letter from the Brunswick & Topsham Water District certifying its capacity to serve is enclosed with this application.

4.5.3 Solid waste shall be collected by curbside pickup, consistent with the existing housing. Each unit is estimated to generate 1-ton of solid waste per year, which is the typical rate for single-family homes. The fees per units are requested to be paid by Lot at \$248.56 per unit, which totals \$1,988.48 for the eight new lots.

4.5.4 By utilizing the existing roads as much as possible, the construction of new impervious area is minimized. The project will be reviewed by the Maine Department of Environmental Protection (DEP) for compliance with Chapter 500 Standards. The stormwater management plan includes directing runoff from the new driveways of Lots 9-A, 9-B, 9-C, and 9-D and a portion of Anchor Drive to Filterra Tree Box treatment BMPs and roof runoff to roof dripline filter BMPs. Stormwater from Lots 9-A, 9-B, 9-C, and 9-D will be conveyed to a detention structure to reduce the peak rate of runoff to existing conditions prior to leaving Lot 9. An erosion and sediment control plan will limit disturbance of and transport of soil from the areas designated for construction. A copy of the application to DEP has been submitted to the Town of Brunswick under separate cover.

4.6 LANDSCAPING REQUIREMENTS

The existing housing areas have landscaping for each unit. A master landscape plan developed and approved as part of the common development plan will serve as the guide for plantings. The plan includes street trees and ornamental trees and shrubs at each unit, and evergreen trees to visually buffer units from each other at selected locations. Perennial planting beds will be at the option and discretion of the unit owners. A wooded buffer will be maintained between the new lots on Anchor Drive and the existing development of Woodland Village. Landscape maintenance will be managed by individual lot owners.

4.7 RESIDENTIAL RECREATION REQUIREMENTS

Brunswick Landing Condominiums, LLC will pay the recreation impact fees as required. It is requested to allow the fees to be paid per lot as developed, based on the number of bedrooms proposed for each of the new single-family lots. There are existing playgrounds and trails available to residents of the existing and proposed housing, including close proximity to Brunswick recreational facilities.

Based on three-bedroom single-family homes, the recreation impact fee is estimated as \$1,670 per lot, or \$13,360 for all eight lots.

4.8 CIRCULATION AND ACCESS

4.8.1 The average traffic generation for the eight proposed single-family lots will be significantly less than 100 new peak hour trips threshold for a Maine DOP Traffic Movement Permit and does not trip any traffic permitting thresholds. The development will not cause unreasonable congestion or unsafe conditions on highways or public roads and the traffic associated with the development shall maintain the existing Level of Service on any public road within 200 feet of any existing or proposed curb cut.

4.8.2 Existing private roads service the housing area. The proposed lots will be accessed from the existing roads. There is adequate sight distance at the proposed lots.

4.8.3 Pedestrian access is ample with sidewalks throughout the housing area. Bicycle access is available from nearby public roads, and within the development, is safe due to the low volumes of traffic.

4.8.4 The proposed development will comply with the Americans with Disabilities Act.

4.8.5 There is no shoreline associated with the proposed development.

4.9 PARKING AND LOADING

4.9.1 Two (2) garage spaces and two (2) driveway parking spaces have been provided for each unit, which exceeds the minimums required by the ordinance. Visitor parking is available in the driveways and on-street parking.

4.9.2 This standard is not applicable as there are no parking areas of 10 or more spaces.

4.9.3 Parking is provided at each unit. No common parking areas are proposed.

4.9.4 No parking alternatives are proposed.

4.9.5 Off-street loading is not applicable for this residential development.

4.10 LIGHTING

No new lighting is proposed at this time. The new houses developed on the single-family lots will have residential scale lighting. The lighting will be limited through the use of motion detectors and photo cells.

4.11 ARCHITECTURAL COMPATIBILITY

The eight (8) new single-family lots will be developed by Graiver Homes, LLC. The options for homes have been developed by the builder and include the Linwood, the Ari, and the Holly. Elevations and floor plans have been provided for reference. Like many of the surrounding established neighborhoods, the buildings will vary in size yet retain an appropriate small scale. Buildings will be one or two stories with pitched rooflines.



4.12 NEIGHBORHOOD PROTECTION STANDARDS

As the project is not located within a Growth Mixed Use zoning district, this section is not applicable. In any event, the project will be compatible with neighboring residential areas.

4.13 SIGNS

No new signage is proposed.

4.14 PERFORMANCE STANDARDS

4.14.1.B Any construction activities will occur between the hours of 7 am and 7 pm, or sunset, whichever occurs earlier.

4.14.1.C No activities will be conducted that exceed the Maximum Equivalent Sound Level (55 dBA day and 45 dBA night in GR1 zone).

4.14.1.D No activities will be conducted that generate smoke, dust or particulate emissions.

4.14.1.E No activities will be conducted that generate dust, fly ash, dirt, fumes, vapors or gasses that could cause injury to human, animal or vegetable health.

4.14.1.F No activities will be conducted that generate odors.

4.14.1.G No activities will be conducted that generate heat or recurring vibrations.

4.14.1.H No more than two unregistered or unlicensed motor vehicles will be stored outside.

4.14.1.I No motor vehicles or watercraft will be stored within the required setbacks.

4.14.1.J All existing and new outdoor residential lighting will comply of Section 4.10.

4.15 SITE MAINTENANCE

Site maintenance will be managed by the individual lot owners.

4.16 FINANCIAL AND TECHNICAL CAPACITY

Brunswick Landing Condominiums, LLC, owns the parcels and a copy of the deed is enclosed with this application. Graiver Homes, Inc. intends to purchase the eight (8) lots once permitted and complete the improvements; a copy of the purchase and sale agreement is also enclosed. A letter from Gorham Savings Bank is enclosed affirming the financial capacity of Graiver Homes to complete the project. In addition, copies of the Certificates of Good Standing from the Secretary of State for Brunswick Landing Condominiums, LLC and Graiver Homes, Inc. have been enclosed with this application.

Major Development Review Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision
March 24, 2020
Page 8 of 8

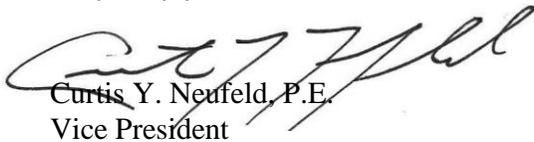
The design team, led by Sitelines, PA, has extensive experience (since 1989) planning, designing, and gaining approvals for commercial projects throughout the state, including multiple projects located in the Town of Brunswick.

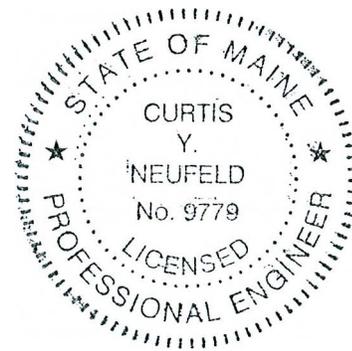
4.17 ADMINISTRATIVE ADJUSTMENTS / ALTERNATIVE EQUIVALENT COMPLIANCE

The project has been designed in accordance with the Town of Brunswick Zoning Ordinance to the greatest extent practicable. No Administrative Adjustments are requested, other than those waivers requested elsewhere in this letter.

We look forward to presenting the project to the Planning Board at their April 14, 2020 meeting for review and approval. Should you have any questions, please call or contact me at cneufeld@sitelinespa.com.

Very truly yours,


Curtis Y. Neufeld, P.E.
Vice President



Enclosures

cc: Chris Rhoades, Brunswick Landing Condominiums,
Steve Levesque, MRRA



Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment A
Application Form & Checklist

A completed copy of the Major Development Review Final Application Form and the Checklist are enclosed.

A

Application Form & Checklist

**DEVELOPMENT REVIEW
APPLICATION**

1. Development Review application type (refer to **Appendix D**):

- Minor Development Review**
- Major Development Review: **Sketch Plan**
- Major Development Review: **Final Plan**
- Major Development Review: **Streamlined Final Plan**

2. Project Name: _____

3. Project Applicant

Name: _____
Address: _____

Phone Number: _____
Email: _____

4. Project Owner (if different than applicant)

Name: _____
Address: _____

Phone Number: _____
Email: _____

5. Authorized Representative

Name: _____
Address: _____

Phone Number: _____
Email: _____

6. List of Design Consultants. Indicate the registration number, address and phone number, email for any additional project engineers, surveyors, architects, landscape architects or planners:

- 1. _____
- 2. _____
- 3. _____

7. Physical location of property: _____

8. Lot Size: _____

9. Zoning District: _____

10. Overlay Zoning District(s): _____

11. 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?

12. Assessor's Tax Map _____ Lot Number _____ of subject property.

13. Brief description of proposed use/subdivision: _____

14. Describe specific physical improvements to be done: _____

Owner Signature:

Applicant Signature (if different):

 _____
(AGENT)

DEVELOPMENT REVIEW APPLICATION REQUIREMENTS

The submission requirements contained in **Appendix D** of the Brunswick Zoning Ordinance (attached in checklist format for each application category) shall apply to all Minor Development, Major Development, and Streamlined Major Development Review unless a waiver is granted. Proposed development applications shall be submitted to the Director of Planning and Development.

For each item listed in Appendix D the applicant shall either submit the requested information or request a waiver from the information requirement pursuant to Subsection 5.2.9.M of the Zoning Ordinance.

REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL

Please mark box with one of the following:
“W” (Waiver); **“P”** (Pending); **“X”** (Submitted) or **“N/A”** (Not applicable)

		Final Plan	Streamlined	Minor
General	Application form and fee			
	Name of development			
	Existing zoning district and overlay designations			
	Location map			
	Names of current owner(s) of subject parcel and abutting parcels			
	Names of engineer and surveyor; and professional registration numbers of those who prepared the plan			
	Location of features, natural and artificial, such as water bodies, wetlands, streams, important habitats, vegetation, railroads, ditches and buildings			
	Documentation of Right, Title and Interest			
	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 common areas will be owned, maintained, and protected			
	Draft performance guarantee or conditional agreement			
Survey, Topography, & Existing Conditions	Scale, date, north point, and area			
	A survey submitted (stamped for final plan submittal) by a professional surveyor with a current license by the State of Maine Board of Licensure for Professional Surveyors			
	Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed			
	Existing easements associated with the development			
Survey, Topography, & Existing Conditions	Location of existing utilities; water, sewer, electrical lines, and profiles of underground facilities			
	Existing location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability			
	Topography with contour intervals of not more than two (2) feet			
	A Medium Intensity Soil Survey, available from the Cumberland County Soil and water Conservation District,. The Planning Board may require a Class A (high intensity) Soil Survey, prepared in accordance with the standards of the Maine Association of Professional Soil Scientists, if issues of water quality, wetlands or other natural constraints are noted.			
	Existing locations of sidewalks			
	A delineation of wetlands, floodplains, important habitats, and other environmentally sensitive areas			
Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas				

REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL

Please mark box with one of the following:
“W” (Waiver); “P” (Pending); “X” (Submitted) or “N/A” (Not applicable)

		Final Plan	Streamlined	Minor
Infrastructure - Proposed	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 one (1) inch = 50 feet and vertical scale of one (1) = five (5) feet, with all evaluations referred to in U.S.G.S. datum			
	Proposed easements associated with the development			
	Kind, location, profile and cross-section of all proposed drainage facilities, both within and connections to the proposed development, and a storm-water management plan in accordance with Section			
	Location of proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of private wells.			
	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			
	Proposed locations, widths and profiles of sidewalks			
	Locations and dimensions of proposed vehicular and bicycle parking areas, including proposed shared parking arrangement if applicable.			
Infrastructure - Proposed	Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization			
	Storm water management plan for the proposed project prepared by a professional engineer			
	The size and proposed location of water supply and sewage disposal systems			
	Where a septic system is to be used, evidence of soil suitability			
	A statement from the General Manager of the Brunswick Sewer District as to conditions under which the Sewer District will provide public sewer and approval of the proposed sanitary sewer infrastructure			
	A statement from the Fire Chief recommending the number, size and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken			
	A statement from the General Manager of the Brunswick and Topsham Water District as to conditions under which public water will be provided and approval of the proposed water distribution infrastructure			
Proposed Development Plan	Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site			
	Reference to special conditions stipulated by the Review Authority			
	Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation. Dedicated public open specs, areas protected by conservation easements, and existing and proposed open spaces or recreation areas and potential connectivity to adjoining open space.			
	When applicable, a table indicating the maximum number of lots permitted based upon the applicable dimensional requirements, the number of lots proposed, and the number of lots permitted to be further subdivided.			
	Building envelopes showing acceptable locations for principal and accessory structures, setbacks and impervious coverage			

REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL

Please mark box with one of the following:
“W” (Waiver); **“P”** (Pending); **“X”** (Submitted) or **“N/A”** (Not applicable)

		Final Plan	Streamlined	Minor
Proposed Development Plan	Disclosure of any required permits or, if a permit has already been granted, a copy of that permit			
	A statement from the General Manager of the Brunswick and Topsham Water District regarding the proposed development if located within an Aquifer Protection Zone			
	A plan of all new construction, expansion and/or redevelopment of existing facilities, including type, size, footprint, floor layout, setback, elevation of first floor slab, storage and loading areas			
	An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, signage and other features as may be required by specific design standards			
	A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems			
	A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, locations and purpose and type of vegetation			
	Number of lots if a subdivision			
	A plan showing all ten (10) inch caliper trees to be removed as a result of the development proposal			
	All applicable materials necessary for the Review Authority to review the proposal in accordance with the criteria of Chapter 5.			
	Any additional studies required by the Review Authority			

Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment B
Right, Title, & Interest

A copy of the current deed is included with this attachment.

B

Right, Title, & Interest

QUITCLAIM DEED WITH COVENANT

BRUNSWICK LANDING VENTURE, LLC, a Delaware Limited Liability Company with a mailing address at 74 Neptune Drive, Brunswick, Maine 04011, grants to **BRUNSWICK LANDING CONDOMINIUMS, LLC**, a Maine Limited Liability Company with a mailing address at 74 Neptune Drive, Brunswick, Maine 04011, with **Quitclaim Covenant**, the premises, together with any buildings thereon, situated in Brunswick, County of Cumberland, and State of Maine, being identified as follows: (1) Lots 1 (Developable Lot 1 (DL-1)) and 8 (Developable Lot 3 (DL-3)) as set forth on a plan entitled "Subdivision Amendment Brunswick Landing Housing" prepared by Sitelines, PA, and recorded in the said Registry in Plan Book 218, Page 294; and (2) Lot 9 (Developable Lot 4 (DL-4)) as set forth on a plan entitled "Subdivision Amendment 3 Woodland Village- Lots 9 & 10," prepared by Sitelines, PA, dated September 27, 2018, and recorded in the Cumberland County Registry of Deeds at Plan Book 218, Page 434-436.

Being a portion of the property conveyed to Brunswick Landing Venture, LLC by deed of Affordable Mid Coast Housing, LLC dated June 30, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34127, Page 216.

The Property is conveyed together with and subject to the following:

(1) The terms of a Declaration of Covenants, Conditions and Restrictions dated October 31, 2018, and to be recorded herewith in the Cumberland County Registry of Deeds, and together with and subject to all matters referenced therein.

(2) Easements for the maintenance (including the right to replace and repair) of the

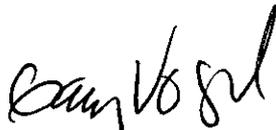
MAINE REAL ESTATE TAX PAID

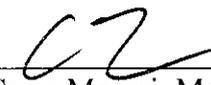
fences depicted on the Plan, to the extent that the fences extend beyond the boundary lines, and to use and enjoy the area contained within those fences for ordinary recreational purposes.

In Witness Whereof, Brunswick Landing Venture, LLC has caused this instrument to be executed by Cross Mocerri, in his capacity as Manager of Presidium Brunswick Manager, LLC, which is Manager of Shipyard Ventures, LLC, the sole Member of Brunswick Landing Venture, LLC, hereunto duly authorized, as of the 1st day of ~~October~~ Nov., 2018.

Witness:

Brunswick Landing Venture, LLC
By: Shipyard Ventures, LLC, Member
By: Presidium Brunswick Manager, LLC,
Manager



By: 
_____ Cross Mocerri, Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

October 30, 2018

Then personally appeared the above-named Cross Mocerri, Manager of Presidium Brunswick Manager, LLC, which is Manager of Shipyard Ventures, LLC, the sole Member of Brunswick Landing Venture, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,


Notary Public Attorney at Law
Print Name: Gary D. Vogel
My Commission Expires: N/A

Received
Recorded Register of Deeds
Nov 01, 2018 12:07:14P
Cumberland County
Nancy A. Lane

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT ("Agreement") made and entered into this 1 day of Feb, 2020 (the "Effective Date"), by and between **BRUNSWICK LANDING CONDOMINIUMS, LLC**, a Maine limited liability company ("Seller"), and **GRAIVER HOMES, INC.**, a Maine corporation ("Buyer").

WITNESSETH

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the following:

(a) Real Property. Certain real estate consisting of those lots generally identified as lot numbers 1, 2, 3, 4, 12, 13, 14 and 15 (collectively, the "Lots" or the "Real Property"), on the plan entitled "Concept Plan- Phase 1" prepared by Sitelines, P.A., that is attached hereto as Exhibit A and incorporated herein by reference, as the same may be modified as required by the Town of Brunswick in order to obtain the Approvals, as the same is hereinafter defined. The Property consists of a portion of the property conveyed to Seller by deed of Brunswick Landing Venture, LLC, dated November 1, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35259, Page 187, and is further identified as being a portion of Developable Lot 9 ("Lot 9"), and of Developable Lot 8 ("Lot 8"), all as shown on the Subdivision Plan – Brunswick Landing Housing prepared for Brunswick Landing Venture by Sitelines, PA, dated October 11, 2017 and approved by the Town of Brunswick Planning Board on October 18, 2017 and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 10 (the "Subdivision Plan").

(b) Development Materials. All development and investigation reports, information and data owned, held by or under the reasonable control of Seller with respect to the development of the Property, including without limitation all land use, environmental and geotechnical investigations, survey work, title insurance policies, plans, drawings specifications, agreements and drawings relating to the Property, together with the rights to use of the same (the "Development Materials"), all without representation or warranty.

(c) Governmental Approvals. All permits and approvals issued by the Town of Brunswick, Maine to Seller or to its affiliate, Brunswick Landing Venture, LLC, for the amendment of the Subdivision Plan to allow for the conveyance of the Real Property as eight (8) separate lots (the "Approvals") (the Real Property, the Development Materials and the Approvals are hereinafter collectively referred to as the "Property").

2. PURCHASE PRICE. The purchase price for the Property shall be [REDACTED] and [REDACTED] Dollars ([REDACTED]) (the "Purchase Price"), subject to adjustment as provided herein, payable as follows:

(a) Deposit. The sum of [REDACTED] Thousand Dollars ([REDACTED]) shall be paid to Sitelines, P.A. as a deposit within three (3) business days of the execution hereof (the "Deposit"), and shall be applied in accordance with the terms of this Agreement; and

(b) Cash at Closing. The balance of the Purchase Price shall be paid to Seller at Closing in immediately available funds by client trust account check or by wire transfer in accordance with wiring instructions provided by Seller.

3. PRE-CLOSING OBLIGATIONS OF SELLER.

(a) Seller shall be responsible for obtaining the Approvals and shall obtain the Approvals prior to the Closing. Seller shall be responsible for procuring all engineering and surveying necessary to obtain the Approvals and for payment of all costs for such engineering, surveying and Approvals together with any legal expense associated with obtaining the Approvals. Buyer acknowledges and agrees that the Deposit shall be immediately available to Seller for payment of costs incurred in connection with Seller's fulfillment of its obligations under this subsection (a).

(b) Seller shall deliver the Lots at Closing with water, sewer and electricity stubbed to each of the Lots.

(c) Should Seller be unable to fulfill its obligations under this Section 3, Buyer shall be entitled to a return of the Deposit. Upon such return, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder.

4. CLOSING. The closing (the "Closing") on the purchase of the Property shall take place at the offices of Drummond Woodsum, Portland, Maine 04101 within thirty (30) days of the date on which Seller has obtained the Approvals as required by the terms of this Agreement, on such date and at such time as the Seller and Buyer shall mutually agree in advance. Seller agrees to provide prompt written notice of its receipt of the Approvals. It is agreed that time is of the essence of this Agreement.

5. CONVEYANCE. The Real Property is to be conveyed from the Seller to the Buyer at the Closing by a good and sufficient Quitclaim Deed with covenant (the "Deed"), conveying a good and clear record and marketable title to the same, subject only to the following matters (all of which are hereinafter collectively referred to as "Permitted Exceptions"): (i) all title exceptions set forth on the Seller's title insurance policy attached hereto as Exhibit B (other than those mortgages or other encumbrances associated with Seller's financing described in such title insurance policy that Seller has discharged from the Real Property); (ii) the real estate taxes not due and payable as of the Closing; (iii) any state of facts that an accurate survey of the Property would disclose, provided such state of facts does not materially and adversely affect the present use or marketability of the Property; (iv) zoning and land use matters, which do not materially detract from the value or use of the Property; (v) the standard printed exceptions set forth in the current ALTA owner's title insurance policy form; (vi) the easements, covenants and conditions contained in the Declaration of the Brunswick Landing Master Homeowners Association; and (vii) any title or survey defects waived or deemed to be waived by Buyer pursuant to Section 6.

The Development Materials and the Approvals shall be transferred by Bill of Sale and Assignment. Seller agrees to obtain consents from any professionals that created the

Development Materials to the extent necessary to transfer the Development Materials to Seller. Seller agrees to take such further actions as may be required by any governmental agency to enable the transfer of the Approvals. Full possession of the Property free of all tenants and occupants shall be delivered at Closing.

At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys may reasonably require to complete the transaction contemplated herein:

(i) Transfer Documents. The Deed and a Maine Real Estate Transfer Tax Declaration of Value;

(ii) Title Affidavits. Such customary certificates, affidavits or indemnity agreements may be typically required to obtain a title insurance policy;

(iii) Non-foreign Person Affidavit. If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to §1445 of the Internal Revenue Code;

(iv) Maine Resident Affidavit. If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to 36 M.R.S.A. §5250-A;

(v) Underground Oil Storage Tank Certification. A written notice certifying either (i) to the best of the Seller's knowledge, there is no underground oil storage facility located on the Real Property to the best of Seller's knowledge, or (ii) pursuant to 38 M.R.S.A. §563(6), if there is such a facility on the Real Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection; and

(vi) Authority/Other Documents. Such other documents as are customarily delivered by Sellers to Buyers of real property in the State of Maine.

6. TITLE. Within thirty (30) days of the Effective Date of this Agreement, Buyer shall examine title to the Property (the "Title Period"). If Buyer is not satisfied, in its sole discretion, with the results of its title review for any reason except the Permitted Exceptions, then Buyer shall have the right, by notice given to Seller on or before 5:00 P.M. (EST) on 1st day following the expiration of the Title Period, to either (i) terminate this Agreement or (ii) specify those matters in title that are not acceptable to Buyer ("Title Defect Notice"). If Buyer elects to terminate this Agreement on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Buyer elects to give Seller the Title Defect Notice on or before said deadline, then Seller shall notify Buyer, within five (5) business days after Seller's receipt of the Title Defect Notice, whether Seller will attempt to cure such title defects. In the event Buyer fails to

give Seller said termination notice or the Title Defect Notice on or before said deadline, then Buyer shall be deemed to have accepted all title defects, if any, existing as of the Title Date, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

In connection with any defect in title that arises after the Title Date, Buyer shall notify Seller of such defect in title on or before the Closing. If Buyer notifies Seller of any such title defect on or before said deadline, then Seller shall notify Buyer, within five (5) business days after receipt of Buyer's notice of title defects, whether Seller will attempt to cure such title defects. In the event Buyer fails to give Seller notice of such defect in title on or before said deadline, then Buyer shall be deemed to have accepted such title defect, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that Seller shall have no obligation to remove any title defects or to incur any cost or expense in connection therewith other than to remove (i) any mortgage or other monetary lien affecting the Property that secures Seller's obligation to pay a monetary amount, (ii) any monetary lien recorded after the Title Date that resulted from Seller's failure to pay any amount due and payable by Seller, and (iii) any real estate tax or assessment liens affecting the Property. With respect to the title defects described in clauses (i), (ii), and (iii) Seller agrees to remove the same, or cause the same to be insured against, on or before the Closing; and Buyer acknowledges and agrees that Seller may use any portion of the Purchase Price to satisfy the same. With respect to any other title or survey defect, if Seller does not agree to attempt to cure such title defects by notice given to Buyer on or before the expiration of said five (5) business day period, Buyer shall have the right, by notice given to Seller within ten (10) business days after the earlier to occur of the expiration of said five (5) business day period or Buyer's receipt of Seller's notice, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Seller agrees to attempt to cure such title defect, then Seller shall have sixty (60) days after Seller's receipt of Title Defect Notice or notice of title or survey defect, whichever is applicable, to remove the same. Seller agrees to use commercially reasonable efforts to remove such title defect within said sixty (60) day period. In the event Seller has not removed such title defect within said sixty (60) day period, then Buyer shall have the right, by notice given to Seller within five (5) business days after the expiration of said sixty (60) day period, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Buyer elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, the Escrow Agent shall return the Deposit, without interest, to Buyer, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Buyer acknowledges and agrees that if Buyer elects to terminate this Agreement, Seller shall not be liable to Buyer for any costs, expenses or damages (consequential or otherwise) incurred by Buyer in connection with this Agreement.

The parties acknowledge and agree that the Closing shall be postponed by the number of days required to allow the parties to respond within the aforesaid time periods and, if applicable, to allow Seller to attempt to cure such title or Survey defects; provided, however, such postponement shall not exceed an aggregate of ninety (90) days.

7. DUE DILIGENCE; BUYER CONTINGENCIES.

Following the Effective Date, Seller agrees to promptly deliver physical or electronic copies of Development Materials, but to be delivered no later than five (5) days from the Effective Date. Seller hereby consents to Buyer obtaining, at the expense of Buyer, subsequent ongoing services and information from Seller's consultants who developed the Development Materials prior to Closing.

For a period of thirty (30) days from the effective date of this Agreement (the "Contingency Date"), Buyer's obligations under this Agreement are subject to any and all inspections, surveys and investigations (the "Investigations") of the Property satisfactory to Buyer for the purpose of determining the suitability of the Property for its intended development thereof (the Investigations are hereinafter sometimes collectively referred to as the "Contingencies"). Buyer agrees to conduct its Investigations in good faith and with due diligence, at its sole cost and expense. Buyer and its agents and invitees shall have the right to enter, survey, inspect and investigate surface and subsurface soil conditions, provided that the Property is reasonably restored following such entry and upon further written request of Seller arising in those situations when the Buyer or its contractors, consultants, engineers or representatives enter upon the premises for an extended period of time, Buyer agrees to provide evidence of insurance against standard perils to include liability for personal injuries and property damage, identifying the Seller as an additionally-named insured.

Upon request by the Seller, the Buyer shall promptly provide Seller with a complete and true copy of any written or electronic report, finding or study by any engineer, inspector or consultant that the Buyer engages to investigate the Contingencies. If requested by Seller, Buyer shall separately identify in writing and written notice to the Seller of any defect or areas of concern and provide the Seller an opportunity to remedy said defects or concerns at Seller's cost.

If (i) Seller in its sole discretion declines to remedy any such defect or area of concern or if the Seller is unable to remedy any such defect or concern after being given a reasonable opportunity to do so on or before the Contingency Date, or (ii) the result of any Investigation or other condition otherwise remains unsatisfactory to the Buyer, then Buyer may terminate this Agreement by notice to Seller sent on or before the expiration of Contingency Period, and the Deposit shall then be returned to the Buyer.

If Buyer does not notify Seller that the Contingencies are unsatisfactory by the Contingency Date the Contingencies are deemed to have been waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the Property.

8. SELLER CONTINGENCIES. The obligation of Seller to close hereunder is conditional upon Seller having received approval of its Managers and of the managers of Brunswick Landing Venture, LLC within five (5) days of the Effective Date hereof.

9. PROPERTY CONDITION. Until delivery of possession of the Real Property from Seller to Buyer, risk or loss or damage to Real Property by fire or otherwise shall be borne by Seller.

10. DEFAULT. Should Seller fail to fulfill Seller's obligations hereunder and fail to cure such default within ten (10) days' written notice from Buyer to Seller, Buyer may elect to terminate this Agreement, or to pursue all available legal and equitable remedies, including specific performance, provided Buyer is not in default hereunder.

Should Buyer fail to fulfill Buyer's obligations hereunder and fail to cure such default within ten (10) days' written notice from Seller to Buyer, Seller, shall be entitled to pursue all available legal and equitable remedies, including specific performance, provided Seller is not in default hereunder.

Notwithstanding the foregoing, Buyer and Seller each agree that they shall not commence any action against each other resulting from an alleged breach of this agreement without first attempting in good faith to resolve such dispute through mediation to be conducted in Portland Maine by a mediator mutually agreed upon by Buyer and Seller.

11. SELLER'S WARRANTIES AND REPRESENTATIONS. Except as otherwise set forth in this Agreement, Seller makes no representations or warranties either expressed or implied as the condition of the Property, including, without limitation, compliance with any laws, rules or regulations pertaining to building codes, zoning, environmental or hazardous waste. Buyer takes the Property AS IS, WHERE IS, WITH ALL FAULTS and without recourse. Seller has made no verbal representations concerning the condition of the Property and if any such statements have been made either before or after the date of this contract they are not intended to be relied upon by Buyer. No agent of Seller is authorized to make any representations concerning the condition of the Property.

Provided however that notwithstanding the foregoing, Seller warrants and represents as of the date of execution by Seller of this Agreement and as of each date through and including the Closing that:

(a) There is no litigation, liens, judgments, violations, or proceedings pending or to the best of Seller's knowledge threatened against or relating to the Property;

(b) There is no pending, or to the best of Seller's knowledge, threatened material action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Property or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement;

(c) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Property or any portion thereof which have not been paid or will not be paid by Seller when due post-Closing, excluding work initiated or authorized by Buyer or required to be performed by Buyer under this Agreement; and

(d) Except for the approvals of Seller's Managers as described in Section 8 of this Agreement, the execution, delivery and performance of this Agreement is within Seller's power.

(e) During its ownership of the Real Property, Seller has not deposited any hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, either on the Real Property or any adjacent property in violation of law nor is Seller aware of any claims by any governmental agencies that it has done so.

In the event that material changes occur as to any warranties and representations set forth in this Agreement of which Seller has knowledge, Seller will promptly disclose same to Buyer at the earlier of (i) three (3) business days or (ii) Closing.

12. BROKERAGE. Seller represents and warrants that it has not engaged the services of any real estate broker with respect to this transaction. Buyer represents and warrants it has not engaged the services of any real estate broker, agent or finder with respect to this transaction, other than Michael Rogers of the Bean Group ("Buyer's Broker"), whose commission shall be paid by Buyer in accordance with the terms of a separate agreement between Buyer and Buyer's Broker. Buyer agrees to indemnify and hold Seller harmless from any claims made by any broker should Buyer's representation in this paragraph be false. Seller agrees to indemnify and hold Buyer harmless from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.

13. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

a. All real estate taxes, assessments, rentals, road maintenance charges, utilities, and other expenses related to the operation and maintenance of the Property shall be prorated and reconciled as of the Closing.

b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.

c. All title examination charges and title insurance premiums shall be paid by Buyer.

d. The recording fee for the Deed shall be paid by Buyer.

e. Each party shall otherwise be responsible for its own costs and charges (including, without limitation, legal and other charges).

14. GENERAL.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Buyer may assign this

Agreement and all rights hereunder without the prior written consent of Seller only to an affiliate of Buyer, no later than five (5) days prior to the Closing Date. Any such assignment shall not relieve Buyer of any liability under this Agreement from and after such assignment.

(b) Any notice relating in any way to this Agreement (except the extension notice referred to in Section 6(b)) shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, (ii) overnights delivery by a nationally recognized courier, or (iii) hand delivery obtaining a receipt therefor, addressed as follows:

To Seller: Brunswick Landing Condominium, LLC
74 Neptune Drive
Brunswick, Maine 04011
Attn: Christopher Rhoades

with a copy to

Gary D. Vogel, Esq.
Drummond Woodsum
84 Marginal Way
Portland, Maine 04101

To Buyer: Graiver Homes, LLC

with a copy to:

and such notice shall be deemed delivered three days after when so posted by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements (including without limitation any prior Agreements previously executed by the parties hereto) and understandings of the parties are superseded by and merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed Agreement containing either original or faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed or emailed signatures of the parties, shall be binding on them.

(a) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or 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 this Agreement 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.

(b) All covenants, terms, conditions, warranties and representations contained in this Agreement to be performed following the Closing on the sale of the Real Property to Buyer shall survive the Closing and the delivery of the deed to the Buyer. Breach of any such covenants, conditions and warranties shall be addressed as provided in the Development Agreement.

(h) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

(j) EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, SELLER'S OR BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE RELATED TO THE PROPERTY.

(k) Except as otherwise specifically provided herein or in any closing document, the acceptance of the Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained, except those that survive the Closing by their express terms.

(l) After the Closing, Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties are obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability. The provisions of this section shall survive the Closing.

[signatures on following page]

A handwritten mark consisting of the letters 'L' and 'O' written in a cursive style, enclosed within a hand-drawn circle.

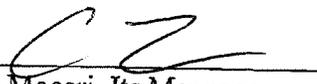
IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

SELLER:
BRUNSWICK LANDING
CONDOMINIUMS, LLC
a Maine limited liability company

BY: Presidium Brunswick Condo Holdings,
LLC, a Texas limited liability company, its
Manager

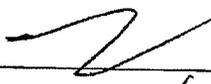
By: Presidium Brunswick Condo, LLC,
a Texas limited liability company,
its Manager

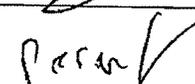
By: Mocer Investments, LP,
a Texas limited partnership
its Manager

By: 
Cross Mocer, Its Manager

Witness

BUYER:
GRAIVER HOMES, INC.



By:
Its: 



Witness



PLAN DESCRIPTION:
 1. THIS PLAN SHOWS THE LOTS AND COMMON AREAS OF THE PROPOSED SINGLE-FAMILY HOUSING DEVELOPMENT.
 2. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY HOMES.
 3. THE COMMON AREAS ARE TO BE DEVELOPED AS COMMON AREAS.
 4. THE COMMON AREAS ARE TO BE DEVELOPED AS COMMON AREAS.
 5. THE COMMON AREAS ARE TO BE DEVELOPED AS COMMON AREAS.

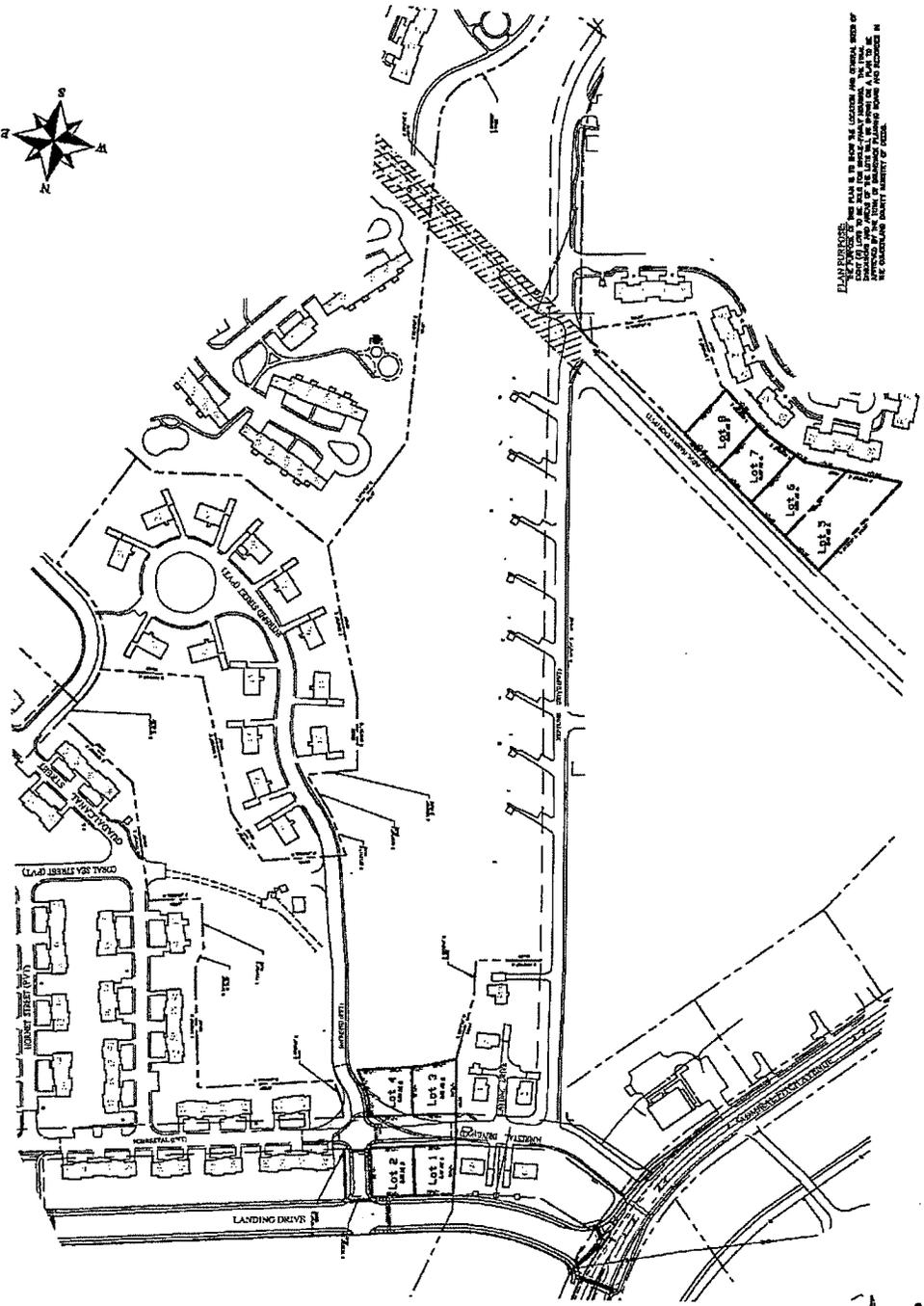
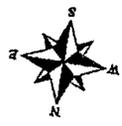
PROPOSED LOT EXHIBIT

OWNER: SINGLE-FAMILY HOUSING
 BRUNSWICK LANDING

PREPARED FOR: BRUNSWICK LANDING VENTURES, LLC
 74 HOPTUNE DRIVE, BRUNSWICK, ME 04011

SITELINES, PA
 800-333-1100
 201.225.1100
 1000 W. 10TH STREET
 SUITE 200
 BRUNSWICK, ME 04011

DATE: 04-25-2019



PLAN NOTES:
 1. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY HOMES.
 2. THE COMMON AREAS ARE TO BE DEVELOPED AS COMMON AREAS.
 3. THE COMMON AREAS ARE TO BE DEVELOPED AS COMMON AREAS.
 4. THE COMMON AREAS ARE TO BE DEVELOPED AS COMMON AREAS.

GRAPHIC SCALE
 1" = 20' 0"

ISSUED FOR: AGREEMENT EXHIBIT

CALL OR FAX: 1-888-344-7233
 800-333-1100
 201.225.1100
 1000 W. 10TH STREET
 SUITE 200
 BRUNSWICK, ME 04011

20

Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment C
Abutting Property Owners

A copy of the abutters map and a list of abutting property owners are included in this attachment for reference.

C

Abutting Property Owners



200-FT ABUTTER MAP

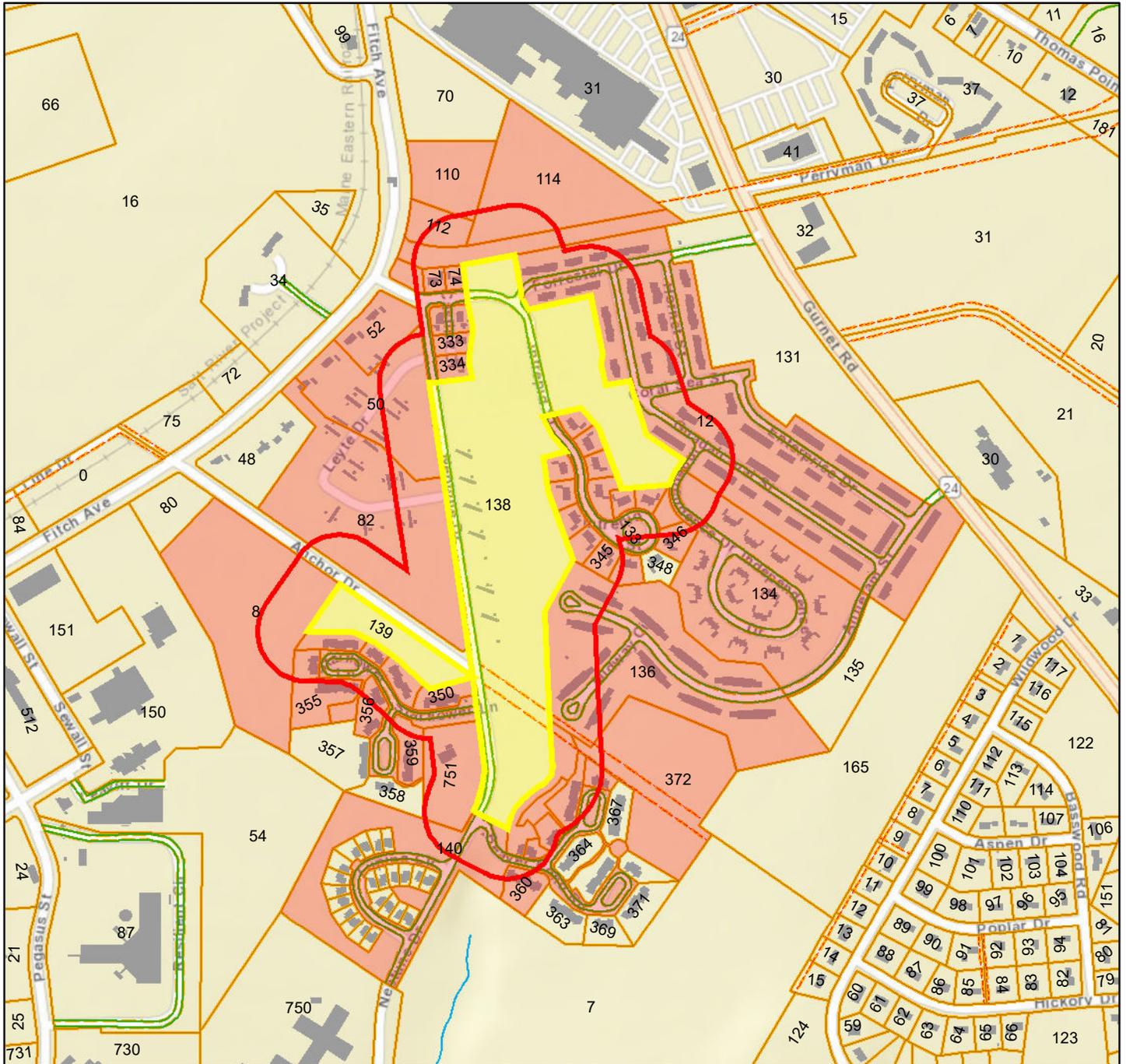
Brunswick Landing Condominiums, Brunswick, ME



1 inch = 600 Feet



February 19, 2020



	Other Road		ROW Property Access
	ROW Property Access		Parcels_Lines
	Parcels_Lines		Hydrography Line
	Other Road		Buildings

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



200 foot Abutters List Report

Brunswick, ME
February 19, 2020

Subject Properties:

Parcel Number: 40-138 Mailing Address: BRUNSWICK LANDING CONDOMINIUMS
CAMA Number: 40-138 LLC
Property Address: 0 NEPTUNE DR 74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-139 Mailing Address: BRUNSWICK LANDING CONDOMINIUMS
CAMA Number: 40-139 LLC
Property Address: 0 ADMIRAL HARRY RICH DR 74 NEPTUNE DR
BRUNSWICK, ME 04011

Abutters:

Parcel Number: 40-110 Mailing Address: PRIORITY ONE CAPITAL PARTNERS,
CAMA Number: 40-110 LLC
Property Address: 0 ADMIRAL FITCH AVE 2 MAIN ST
TOPSHAM, ME 04086

Parcel Number: 40-112 Mailing Address: PRIORITY ONE CAPITAL PARTNERS,
CAMA Number: 40-112 LLC
Property Address: 0 ADMIRAL FITCH AVE 2 MAIN ST
TOPSHAM, ME 04086

Parcel Number: 40-113 Mailing Address: PRIORITY ONE CAPITAL PARTNERS LLC
CAMA Number: 40-113
Property Address: 0 ADMIRAL FITCH AVE 2 MAIN ST
TOPSHAM, ME 04086

Parcel Number: 40-114 Mailing Address: PRIORITY ONE CAPITAL PARTNERS LLC
CAMA Number: 40-114
Property Address: 0 FORESTAL DR 2 MAIN ST
TOPSHAM, ME 04086

Parcel Number: 40-115 Mailing Address: TOWN OF BRUNSWICK
CAMA Number: 40-115 85 UNION ST
Property Address: 0 ADMIRAL FITCH AVE BRUNSWICK, ME 04011

Parcel Number: 40-12 Mailing Address: BRUNSWICK LANDING VENTURE LLC
CAMA Number: 40-12 74 NEPTUNE DR
Property Address: 0 GUADALCANAL ST BRUNSWICK, ME 04011

Parcel Number: 40-12 Mailing Address:
CAMA Number: 40-12-100
Property Address: ANTIETAM ST ,

Parcel Number: 40-12 Mailing Address:
CAMA Number: 40-12-200
Property Address: MARINERS LANDING ,

Parcel Number: 40-12 Mailing Address:
CAMA Number: 40-12-395
Property Address: BRUNSWICK GARDENS ,



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200 foot Abutters List Report

Brunswick, ME
February 19, 2020

Parcel Number: 40-133
CAMA Number: 40-133
Property Address: 0 INTREPID ST

Mailing Address: SHIPYARD VENTURES LLC
74 NEPTUNE DRIVE
BRUNSWICK, ME 04011

Parcel Number: 40-133B
CAMA Number: 40-133B
Property Address: 0 INTREPID ST

Mailing Address: SHIPYARD VENTURES LLC
74 NEPTUNE DRIVE
BRUNSWICK, ME 04011

Parcel Number: 40-134
CAMA Number: 40-134
Property Address: 0 INDEPENDENCE DR

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-136
CAMA Number: 40-136
Property Address: 0 MIDWAY CIR

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-137
CAMA Number: 40-137
Property Address: 0 CASTINE DR

Mailing Address: SHIPYARD VENTURES LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-140
CAMA Number: 40-140
Property Address: 0 BEAVER POND RD

Mailing Address: SHIPYARD VENTURES LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-331
CAMA Number: 40-331
Property Address: 1 CASTINE DR

Mailing Address: WALKER, GEORGIA F
1 CASTIN DR
BRUNSWICK, ME 04011

Parcel Number: 40-332
CAMA Number: 40-332
Property Address: 2 CASTINE DR

Mailing Address: KAMINSKI, MICHAEL ANTHONY
2 CASTINE DR
BRUNSWICK, ME 04011

Parcel Number: 40-333
CAMA Number: 40-333
Property Address: 3 CASTINE DR

Mailing Address: HORDEMANN, ARNO &
3 CASTINE DR
BRUNSWICK, ME 04011

Parcel Number: 40-334
CAMA Number: 40-334
Property Address: 9 NEPTUNE DR

Mailing Address: QUATTROPANI, STEPHEN
9 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-335
CAMA Number: 40-335
Property Address: 9 INTREPID ST

Mailing Address: GRIFFIN, PAUL B
9 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-336
CAMA Number: 40-336
Property Address: 11 INTREPID ST

Mailing Address: SHIPYARD VENTURES LLC
74 NEPTUNE DRIVE
BRUNSWICK, ME 04011



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200 foot Abutters List Report

Brunswick, ME
February 19, 2020

Parcel Number: 40-337
CAMA Number: 40-337
Property Address: 12 INTREPID ST

Mailing Address: LYNCH, DENISE
12 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-338
CAMA Number: 40-338
Property Address: 13 INTREPID ST

Mailing Address: WALLACH, JOHN M &
31 GRANITE POINT RD
BIDDEFORD, ME 04005

Parcel Number: 40-339
CAMA Number: 40-339
Property Address: 14 INTREPID ST

Mailing Address: VERTREES, SUSAN
2 ASHLEY DR
SCARBOROUGH, ME 04074

Parcel Number: 40-340
CAMA Number: 40-340
Property Address: 15 INTREPID ST

Mailing Address: SHIPYARD VENTURES LLC
74 NEPTUNE DRIVE
BRUNSWICK, ME 04011

Parcel Number: 40-341
CAMA Number: 40-341
Property Address: 16 INTREPID ST

Mailing Address: LATHAN, THOMAS W & DIANNE P (JT)
16 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-342
CAMA Number: 40-342
Property Address: 17 INTREPID ST

Mailing Address: TORREY, AMY A
17 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-343
CAMA Number: 40-343
Property Address: 18 INTREPID ST

Mailing Address: HARMON, ELIZABETH H
18 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-344
CAMA Number: 40-344
Property Address: 19 INTREPID ST

Mailing Address: STURGEON, MARK G & ERIN (JT)
PO BOX 1051
BRUNSWICK, ME 04011

Parcel Number: 40-345
CAMA Number: 40-345
Property Address: 20 INTREPID ST

Mailing Address: PASHKE, MONA J
20 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-346
CAMA Number: 40-346
Property Address: 21 INTREPID ST

Mailing Address: MCLAUGHLIN, DAVID B
7 SAWYER BROOK CIR
SOUTH PORTLAND, ME 04106

Parcel Number: 40-347
CAMA Number: 40-347
Property Address: 22 INTREPID ST

Mailing Address: HEWEY, RUSSELL &
22 INTREPID ST
BRUNSWICK, ME 04011

Parcel Number: 40-350
CAMA Number: 40-350
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011



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200 foot Abutters List Report

Brunswick, ME
February 19, 2020

Parcel Number: 40-351
CAMA Number: 40-351
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-352
CAMA Number: 40-352
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-353
CAMA Number: 40-353
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-354
CAMA Number: 40-354
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-355
CAMA Number: 40-355
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-356
CAMA Number: 40-356
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-359
CAMA Number: 40-359
Property Address: 0 CHIPMUNK CT

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-360
CAMA Number: 40-360
Property Address: 0 BEAVER POND RD

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-361
CAMA Number: 40-361
Property Address: 1 BEAVER POND RD

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-362
CAMA Number: 40-362
Property Address: CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-362
CAMA Number: 40-362-1
Property Address: 9 CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-362
CAMA Number: 40-362-2
Property Address: 11 CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011



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200 foot Abutters List Report

Brunswick, ME
February 19, 2020

Parcel Number: 40-362
CAMA Number: 40-362-3
Property Address: 13 CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-362
CAMA Number: 40-362-4
Property Address: 15 CHICKADEE CIR

Mailing Address: FARRINGTON, HUGH
335 FORESIDE RD
FALMOUTH, ME 04105

Parcel Number: 40-365
CAMA Number: 40-365
Property Address: 0 CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-366
CAMA Number: 40-366
Property Address: 0 CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-372
CAMA Number: 40-372
Property Address: 0 BEAVER POND RD

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-373
CAMA Number: 40-373
Property Address: 3 BEAVER POND RD

Mailing Address: WOODLAND VILLAGE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-50
CAMA Number: 40-50
Property Address: 0 ADMIRAL FITCH AVE

Mailing Address: PINE TREE LAND HOLDING CO LLC
71 THIRD AVE
BURLINGTON, MA 01803

Parcel Number: 40-52
CAMA Number: 40-52
Property Address: 73 ADMIRAL FITCH AVE

Mailing Address: PRIORITY REAL ESTATE GROUP LLC
2 MAIN ST
TOPSHAM, ME 04086

Parcel Number: 40-73
CAMA Number: 40-73
Property Address: 62 FORRESTAL DR

Mailing Address: CHAYER, WILLIAM P, JR
62 FORRESTAL DR
BRUNSWICK, ME 04011

Parcel Number: 40-74
CAMA Number: 40-74
Property Address: 60 FORRESTAL DR

Mailing Address: NICHOLS, ETHAN L
60 FORRESTAL DR
BRUNSWICK, ME 04011

Parcel Number: 40-751
CAMA Number: 40-751
Property Address: 74 NEPTUNE DR

Mailing Address: BRUNSWICK LANDING VENTURE LLC
74 NEPTUNE DR
BRUNSWICK, ME 04011

Parcel Number: 40-8
CAMA Number: 40-8
Property Address: 0 ADMIRAL HARRY RICH DR

Mailing Address: ANCHOR PROPERTY HOLDINGS LLC
2 MAINE ST
TOPSHAM, ME 04086



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200 foot Abutters List Report

Brunswick, ME
February 19, 2020

Parcel Number: 40-82
CAMA Number: 40-82
Property Address: 89 ADMIRAL FITCH AVE

Mailing Address: NORTHBRIDGE AVITA BRUNSWICK II
LLC
71 THIRD AVE
BURLINGTON, MA 01803



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2/19/2020

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Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment D
Photographs

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

D

Photographs



Photograph 1: Looking South on Neptune Drive



Photograph 2: Looking North at Neptune Drive / Forrestal Avenue



Photograph 3: Single-Family House at Neptune & Forrestal



Photograph 4: Open space and playground off Neptune Drive looking north toward Starflower Lane (Woodland Village)



Photograph 5: Typical housing in Mariner Landing (Forrestal Drive)



Photograph 6: Looking West on Forrestal Drive from Hornet Street (Mariner Landing)



Photograph 7: Intersection of Hornet Street and Forrestal Drive (Mariner Landing)



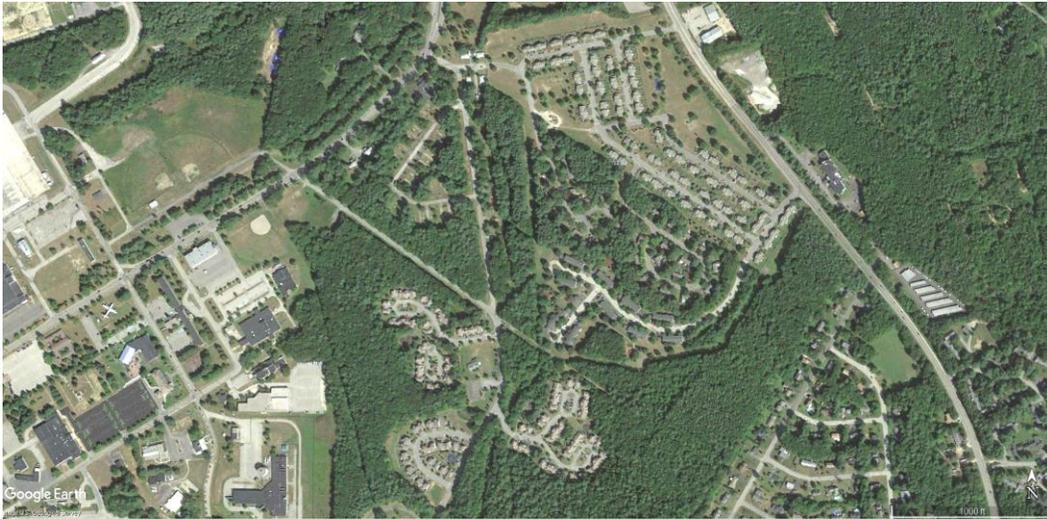
Photograph 8: Woodland Village Housing



Photograph 9: Woodland Village Housing



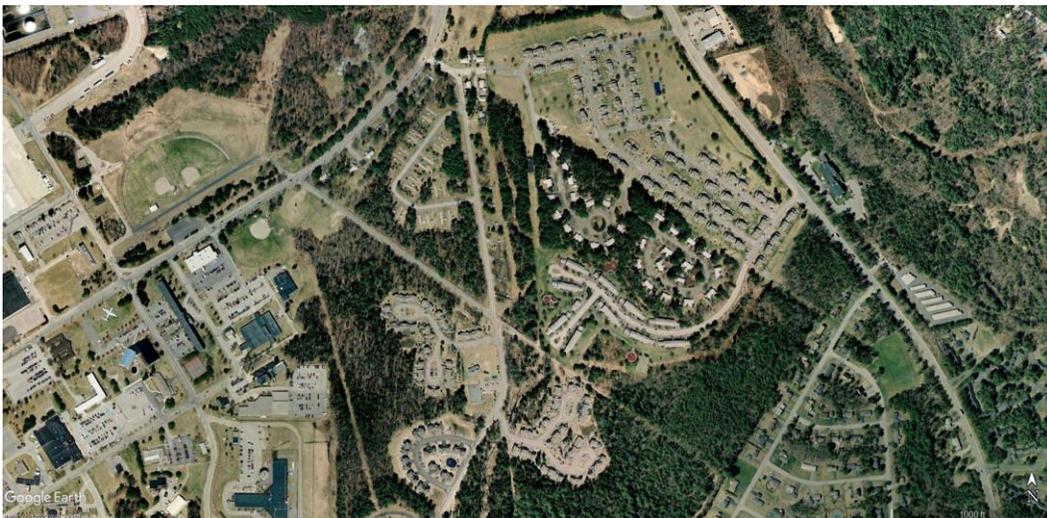
Photograph 10: Brunswick Gardens Housing at south end of Intrepid Street



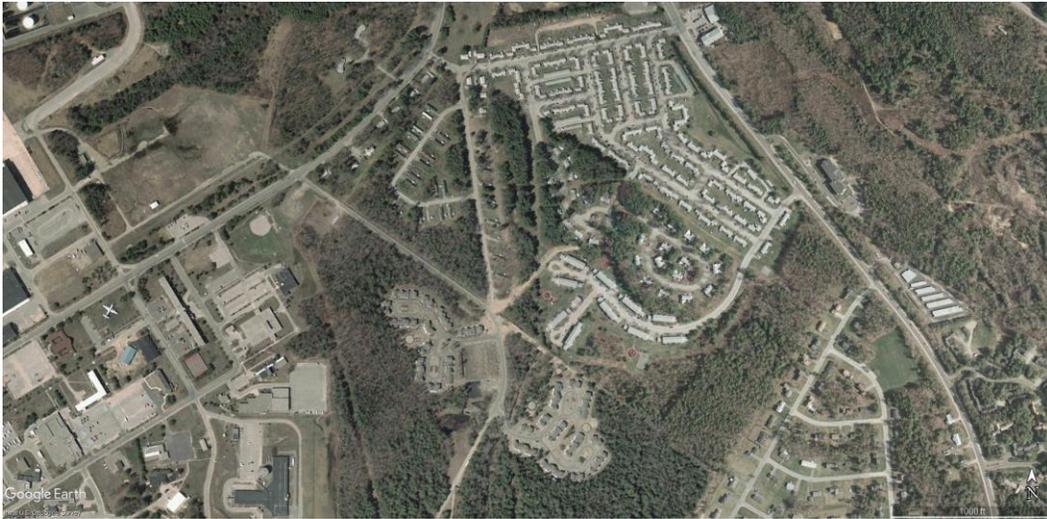
September 5, 2015



May 16, 2010



April 20, 2006



December 30, 2003



May 6, 1996



April 18, 1990



May 13, 1972



May 6, 1960

Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment E
Supporting Documents

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

E

Supporting Documents



March 9, 2020

3230.03-2

Mr. Christopher Rhoades
Brunswick Landing Condominiums, LLC
74 Neptune Drive
Brunswick, Maine 04011
<via email>

**Re: Letter of Agent Authorization
Brunswick Landing Condominiums
Tax Map 40, Lots 138 & 139**

Dear Chris:

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for Brunswick Landing Condominiums, LLC for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the subdivision of Tax Map 40, Lots 138 & 139 in Brunswick, Maine.

Sincerely,

Curtis Y. Neufeld, P.E.
Vice President

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

3/16/2020

Christopher Rhoades

Date

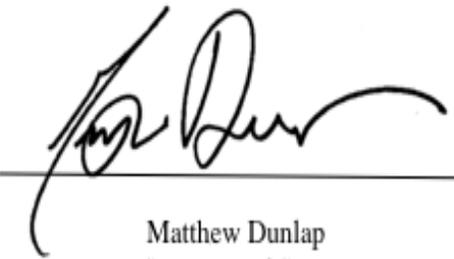
State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this eighteenth day of March 2020.



Matthew Dunlap
Secretary of State

Additional Addresses

Legal Name	Title	Name	Charter #	Status
BRUNSWICK LANDING CONDOMINIUMS, LLC	Registered Agent		20183917DC	GOOD STANDING
Home Office Address (of foreign entity)		Other Mailing Address		

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this eighteenth day of March 2020.



A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap
Secretary of State

Additional Addresses

Legal Name	Title	Name	Charter #	Status
GRAIVER HOMES, INC.	Clerk	NICHOLAS J. MORRILL	20160648 D	GOOD STANDING
Home Office Address (of foreign entity)	Other Mailing Address		Address in Maine	
	TEN FREE STREET PORTLAND, ME 04101			



February 24, 2020

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

RE: Gravier Homes, Inc. – 8 Lot Subdivision

Dear Mr. Woolston,

Gravier Homes, Inc maintains a loan and deposit relationship with Gorham Savings Bank. As of the writing of this letter, Gravier Homes has available funds on hand in excess of the estimated project cost of \$2,000,000. Gravier Homes, Inc. has a proven track record of residential home construction and the Bank is comfortable with their development experience and financial capacity to see the Project through to a successful completion. As this project draws closer to the construction phase we will be happy to provide an updated letter, if needed.

If you should need further information or clarification, please contact me at 222-1492.

Sincerely,

Karl Suchecki
Executive Vice President



BRUNSWICK & TOPSHAM
WATER DISTRICT

PO Box 489

Topsham, Maine 04086

Telephone (207) 729-9956

Fax (207) 725-6470

Alan J. Frasier, PE
General Manager

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

Craig W. Douglas, PE
Assistant General Manager

Joshua S. Cobb, PE
Director of Operations

T.C. Schofield, PE
District Engineer

February 10, 2020

Melissa Archbell, PE
Sitelines, PA
119 Purinton Road, Suite A
Brunswick, ME 04011
Via email: marchbell@sitelinespa.com

RE: Brunswick Landing Condominiums Lots 1-8

Dear Ms. Archbell:

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.

Proposed lots 1 and 2 will take service from the District main on Landing Drive. Proposed lots 3 through 8 will take service from the private water system owned by MRRA. While this project obtains service from a private main it shall be designed, approved and built to District standards as per MRRA requirements. Please be advised we cannot ensure the reliability of the infrastructure beyond the connections made directly to our system. We will gladly discuss the options for service and main extensions when the project is ready to proceed.

Please keep us informed as this project progresses. If you have any questions, please call or email.

Yours truly,

T.C. Schofield, PE
District Engineer



February 6, 2020

Melissa C. Archbell, PE
Project Engineer
Sitelines PA
8 Cumberland Street
Brunswick, ME 04011

RE: Brunswick Landing Condominiums

Dear Melissa,

This letter is in response to your request for a willingness and capacity to serve letter regarding the construction of 8 new residential units at Brunswick Landing, in Brunswick, Maine.

I have reviewed the material provided and conclude that the **Brunswick Sewer District (BSD) has both the willingness and capacity to serve the proposed project.**

Each unit will be subject to the District's entrance charge program. Prior to connecting to the sewer system, an entrance permit must be secured, and the entrance charge paid. The cost for each unit is set forth in our rates and will be determined at the time the permit is applied for. For more information on the entrance charge program, visit <http://www.brunswicksewer.org/pdf/ECPolicy-Mar2000.pdf>. The online entrance permit is available at <http://www.brunswicksewer.org/iwt.html>.

The following conditions apply to construction:

1. All sewer-related construction will be performed to District standards.
2. All sewer construction will comply with provisions of the Maine Plumbing Code.
3. Design and construction of project sanitary sewers will exclude all non-sanitary ground, surface, foundation drain, floor drain, sump pump, and roof drain waters.
4. Horizontal clearance between utility infrastructures will be sufficient to allow future utility maintenance operations without disturbance to adjacent utility infrastructure.

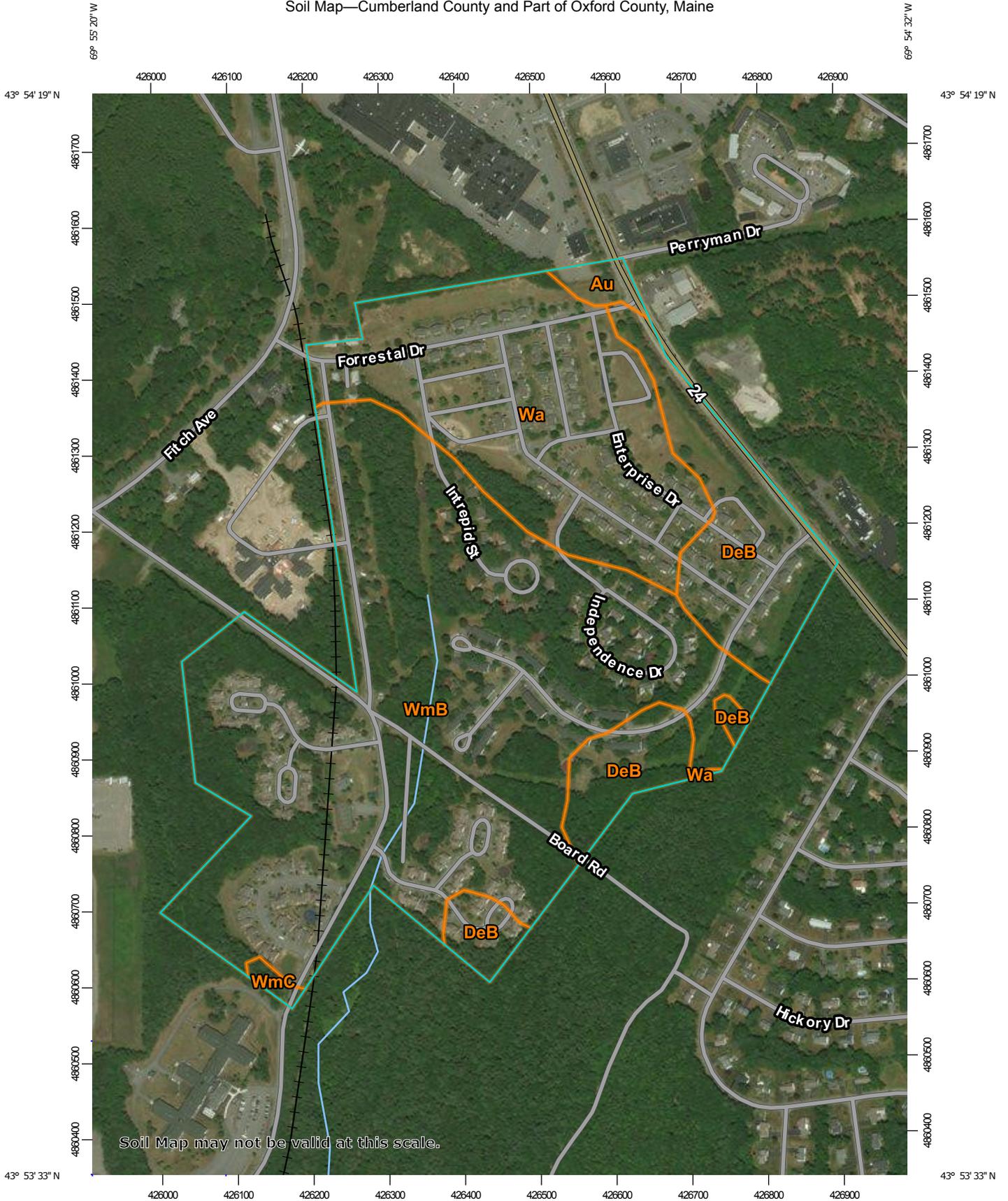
If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Pontau', with a stylized flourish at the end.

Robert A. Pontau Jr., PE
Assistant General Manager

Soil Map—Cumberland County and Part of Oxford County, Maine



Map Scale: 1:6,930 if printed on A portrait (8.5" x 11") sheet.



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



Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

3/14/2018 Page 1 of 3

MAP LEGEND

-  Area of Interest (AOI)
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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

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

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

Survey Area Data: Version 13, Sep 11, 2017

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

Date(s) aerial images were photographed: Dec 31, 2009—Oct 13, 2016

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

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	1.3	1.0%
DeB	Deerfield loamy sand, 3 to 8 percent slopes	19.6	15.6%
Wa	Walpole fine sandy loam	29.6	23.6%
WmB	Windsor loamy sand, 0 to 8 percent slopes	74.5	59.3%
WmC	Windsor loamy sand, 8 to 15 percent slopes	0.5	0.4%
Totals for Area of Interest		125.6	100.0%

Cumberland County and Part of Oxford County, Maine

Wa—Walpole fine sandy loam

Map Unit Composition

Walpole and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Walpole

Setting

Landform: Outwash plains

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy glaciofluvial deposits

Typical profile

H1 - 0 to 8 inches: fine sandy loam

H2 - 8 to 20 inches: fine sandy loam

H3 - 20 to 65 inches: gravelly loamy sand

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Poorly drained

*Capacity of the most limiting layer to transmit water (Ksat): High
(2.00 to 6.00 in/hr)*

Depth to water table: About 0 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 5.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Hydric soil rating: Yes

Data Source Information

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

Survey Area Data: Version 13, Sep 11, 2017

Cumberland County and Part of Oxford County, Maine

WmB—Windsor loamy sand, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2w2x2

Elevation: 0 to 1,410 feet

Mean annual precipitation: 36 to 71 inches

Mean annual air temperature: 39 to 55 degrees F

Frost-free period: 140 to 240 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Windsor and similar soils: 85 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Windsor

Setting

Landform: Outwash plains, outwash terraces, deltas, dunes

Landform position (three-dimensional): Tread, riser

Down-slope shape: Linear, convex

Across-slope shape: Linear, convex

Parent material: Loose sandy glaciofluvial deposits derived from granite and/or loose sandy glaciofluvial deposits derived from schist and/or loose sandy glaciofluvial deposits derived from gneiss

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

A - 1 to 3 inches: loamy sand

Bw - 3 to 25 inches: loamy sand

C - 25 to 65 inches: sand

Properties and qualities

Slope: 0 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Excessively drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to very high (1.42 to 99.90 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2s

Hydrologic Soil Group: A

Hydric soil rating: No

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 13, Sep 11, 2017

©2019. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITES LINES, PA. ANY REVISIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES, PA. NO REVISIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES, PA. AND IS AT THE USER'S RISK.

NOTES:

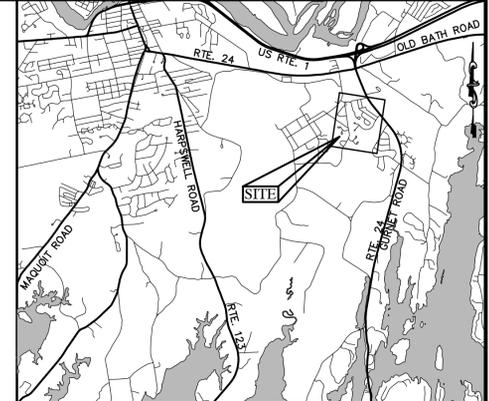
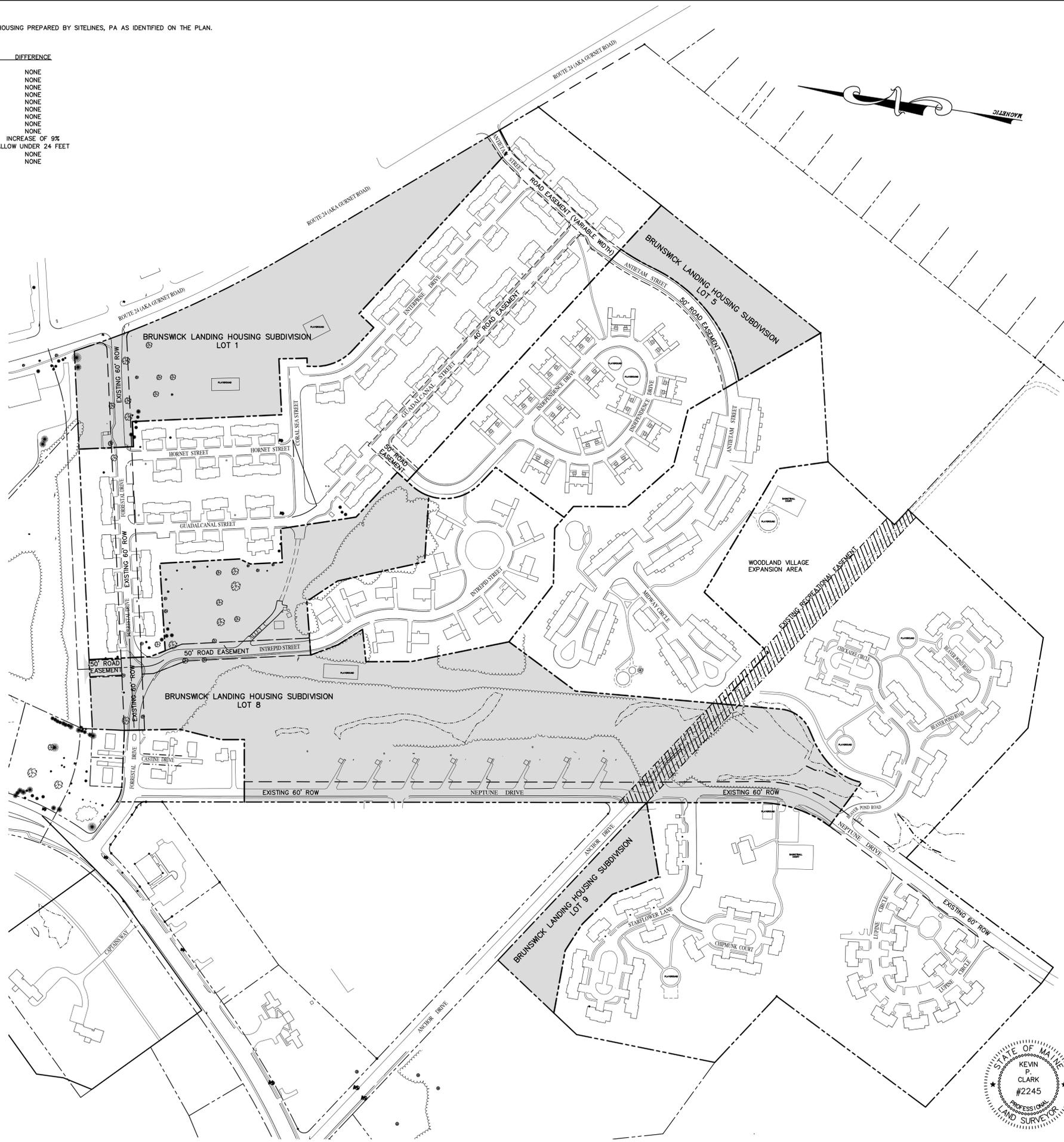
PARCELS INCLUDED IN CDP INCLUDE LOTS 1, 5, 8, & 9 OF SUBDIVISION PLAN, BRUNSWICK LANDING HOUSING PREPARED BY SITES LINES, PA AS IDENTIFIED ON THE PLAN.

THE DIMENSIONAL STANDARDS ARE AS BELOW:

STANDARD	GR1	CDP	DIFFERENCE
MAX. LOT AREA (RESIDENTIAL USES)	NONE	NONE	NONE
MAX. RESIDENTIAL DENSITY	8 UNITS PER ACRE	8 UNITS PER ACRE	NONE
MIN. LOT WIDTH	40 FEET	40 FEET	NONE
MIN. BUILDING FRONTAGE	NONE	NONE	NONE
MAX. BUILDING FRONTAGE	NONE	NONE	NONE
MIN. FRONT YARD	0 FEET	0 FEET	NONE
MAX. FRONT YARD	0 FEET	0 FEET	NONE
MIN. REAR YARD	0 FEET	0 FEET	NONE
MIN. SIDE YARD	0 FEET	0 FEET	NONE
MAX. IMPERVIOUS COVERAGE	45%	54%	INCREASE OF 9%
MIN. BUILDING HEIGHT	2 STORY / 24 FT	1 STORY / 15 FT	ALLOW UNDER 24 FEET
MAX. BUILDING HEIGHT	50 FEET	50 FEET	NONE
MAX. BUILDING FOOTPRINT PER STRUCTURE	20,000 SQUARE FEET	20,000 SQUARE FEET	NONE

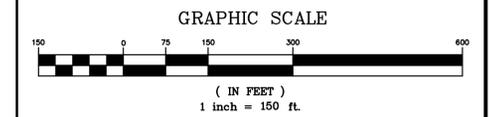
CONDITIONS OF APPROVAL (DECEMBER 10, 2019):

- 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.
- THE COMMON DEVELOPMENT PLAN INCLUDES ALL NOTES, INCLUDING FOOTNOTES, FROM THE EXISTING CDP DOCUMENT, TITLED "COMMON DEVELOPMENT PLAN BRUNSWICK LANDING HOUSING" PREPARED BY SITES LINES PA AND DATED SEPTEMBER 12, 2017



LOCATION MAP
SCALE: 1" = 5000'

LEGEND:
 AREA INCLUDED IN CDP



APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: DECEMBER 10, 2019

DATE SIGNED: _____

CHAIRMAN: _____

CUMBERLAND
COUNTY REGISTRY OF DEEDS:

RECEIVED _____

AT _____ HRS _____ MIN _____ M, AND

FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____ REGISTER

- 01-02-20 ADDED CONDITIONS OF APPROVAL MCA
- 11-05-19 SUBMITTED BUILDING HEIGHT CDP AMENDMENT MCA
- 07-08-19 ADDED CONDITIONS OF APPROVAL MCA
- 10-11-17 REVISED PER TOWN STAFF COMMENTS SUBMITTED TO TOWN OF BRUNSWICK CYN
- 06-16-17 ADJUSTED RETAINED AREAS KPC

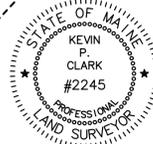
**TITLE: COMMON DEVELOPMENT PLAN
BRUNSWICK LANDING HOUSING**

PROJECT: MULT-UNIT RESIDENTIAL PROPERTIES
BRUNSWICK LANDING, BRUNSWICK, MAINE

PROPERTY OWNER: BRUNSWICK LANDING VENTURE, LLC
74 NEPTUNE DRIVE, BRUNSWICK, ME 04011

SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK:	SCALE: 1" = 150'	SHEET:
DRN BY: MCA	JOB #: 3230.03	1 OF 1
CHD BY: CYN	MAP/LOT: 40/12	
DATE: 01-02-20	FILE: 3230.03 CDP	



CONDITIONS OF APPROVAL

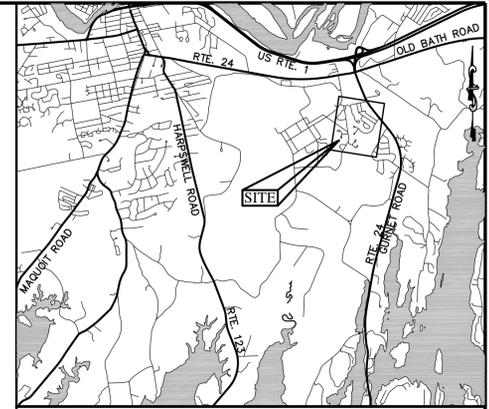
1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, HIS REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL OR OTHERWISE APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AS A MINOR MODIFICATION SHALL REQUIRE A REVIEW AND APPROVAL IN ACCORDANCE WITH THE BRUNSWICK ZONING ORDINANCE.

2. PRIOR TO SIGNING THE APPROVED SUBDIVISION PLAN, THE SUBDIVISION PLAN SHALL BE REVISED TO COMPLY WITH BRUNSWICK'S SPO STANDARDS LISTED IN TABLE 4.2.5.F.(1), AND THE 20% UNVEGETATED LOT AREA LIMIT WITHIN THE SPO AS CONDITIONED BY THE MAINE DEP.

3. PRIOR TO SIGNING THE APPROVED SUBDIVISION PLAN, THE APPLICANT SHALL PROVIDE NET SITE AREA CALCULATIONS FOR EACH PARCEL.

LEGEND

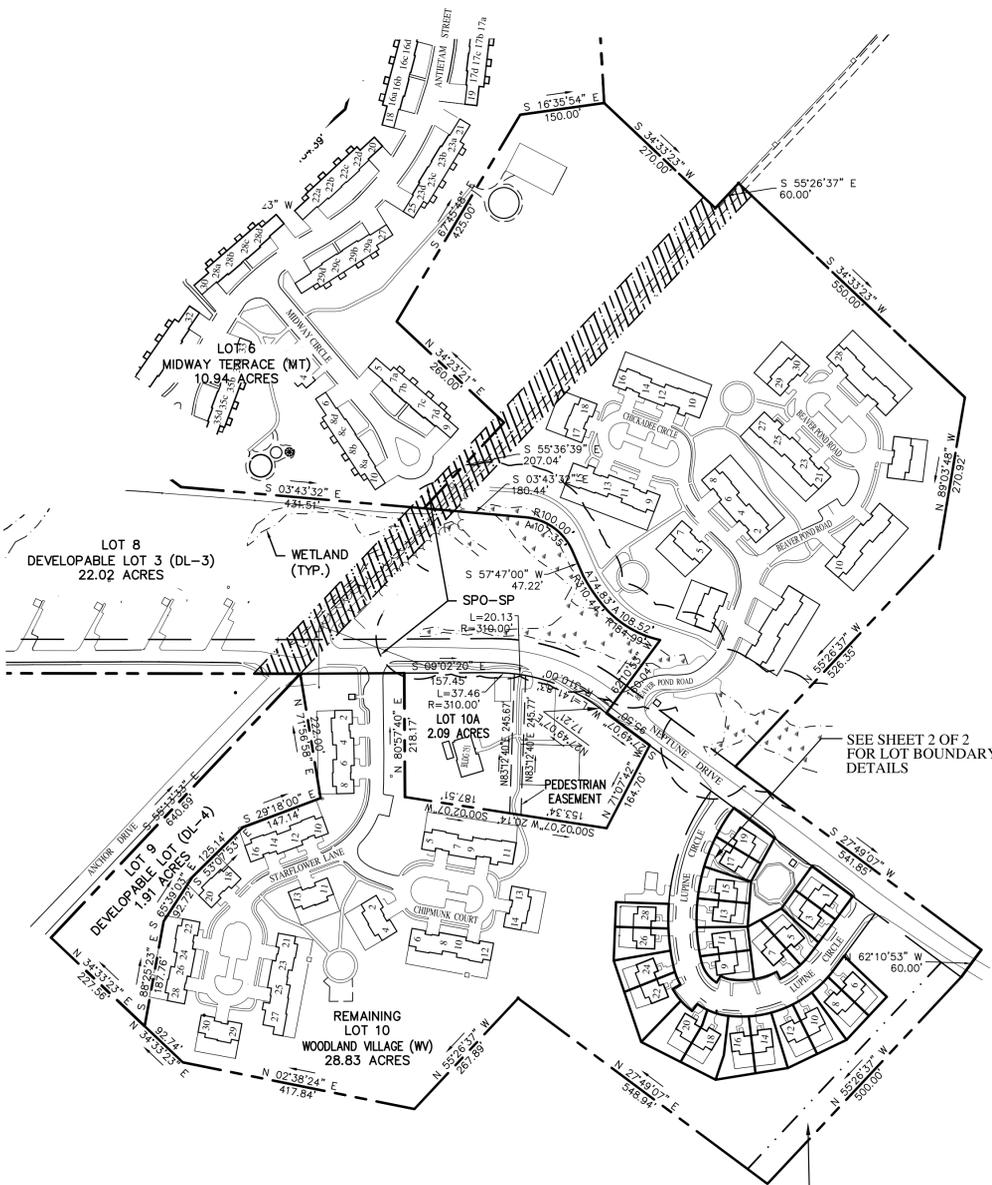
- MONUMENT FOUND
- IRON MARKER FOUND
- 5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
- BOUNDARY LINE OF SURVEYED PARCEL
- - - BOUNDARY LINE OF ABUTTERS (APPROX.)
- - - ROAD RIGHT OF WAY LINE (APPROX.)
- COMPUTATIONAL TIE LINE
- STONE WALL (APPROX.)
- EDGE OF TRAVELED WAY
- UTILITY LINE
- UTILITY POLE WITH NUMBER
- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- DH DRILL HOLE
- △ 4 ARBITRARY TRAVERSE POINT WITH NUMBER
- 12, 1001 ARBITRARY COMPUTATIONAL POINT NUMBER
- BK 10674, PG 197 DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
- PB 195, PG 130 PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
- R/W RIGHT OF WAY
- N/F NOW OR FORMERLY HELD BY
- AC ACRES
- ± MORE OR LESS
- ⊕ SEWER MANHOLE
- ⊕ LIGHT POLE
- ⊕ CATCH BASIN
- ⊕ WATER SHUT OFF
- ⊕ HYDRANT
- ⊕ SIGN
- ⊕ WATER VALVE
- ⊕ ELEVATION TEMPORARY BENCH MARK
- ⊕ TEST PIT



LOCATION MAP
SCALE: 1" = 500'

PLAN REFERENCE:
 a) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.
 b) "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN BOOK: 218 PAGE 294

GENERAL NOTES:
 1. AREA OF EXISTING LOTS = 115.82 AC.
 2. ORDINANCE STANDARDS:
 ZONE: GR1 (GROWTH RESIDENTIAL 1)
 MINIMUM LOT SIZE: 0.0 ACRES
 DIMENSION REQUIREMENTS:
 1.) MINIMUM LOT WIDTH: 40'
 2.) YARD DEPTHS
 A) FRONT = 0'
 B) REAR = 0'
 C) SIDE = 0'
 3.) MINIMUM BUILDING HEIGHT = 24'
 MAXIMUM BUILDING HEIGHT = 50'
 MAXIMUM DENSITY = 8 UNITS PER ACRE
 MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
 MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
 3. TAX MAP REFERENCE:
 SEE TABLE
 4. WETLANDS:
 WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLWICH, ME.



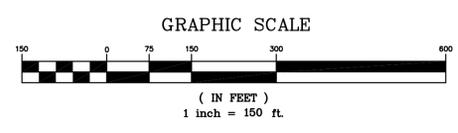
Lot #	Map-Lot	Address	Use	Area		Net Site Area		Density Allowed	Max DU	Actual DU	Imperv Area (s.f.)	% Cover	Indented Area Notes
				(s.f.)	(acres)	(s.f.)	(acres)						
10	40-140	Woodland Village	Dwellings, multifamily	1,256,039	28.83	1,098,260 *	25.21	8	202	72	232555	19%	* Encumbered by 0.50-acre Indentured Area A
10-A		Neptune Drive	Commercial, Recreation	91,211	2.09	91,211	2.09	8	17	0	19509	21%	
10-1		1 Lupine Circle	Dwellings, multifamily	4,594	0.11	5,465 *	0.13	8	1	1	1731	38%	* 0.02 acres from Indentured Area A
10-3		3 Lupine Circle	Dwellings, multifamily	4,032	0.09	5,774 *	0.13	8	1	1	1722	43%	* 0.04 acres from Indentured Area A
10-5		5 Lupine Circle	Dwellings, multifamily	4,487	0.10	5,794 *	0.13	8	1	1	1810	40%	* 0.03 acres from Indentured Area A
10-6		6 Lupine Circle	Dwellings, multifamily	4,691	0.11	5,562 *	0.13	8	1	1	1742	37%	* 0.02 acres from Indentured Area A
10-7		7 Lupine Circle	Dwellings, multifamily	5,623	0.13	5,623	0.13	8	1	1	1806	32%	
10-8		8 Lupine Circle	Dwellings, multifamily	4,899	0.11	5,770 *	0.13	8	1	1	1736	35%	* 0.02 acres from Indentured Area A
10-9		9 Lupine Circle	Dwellings, multifamily	3,997	0.09	5,739 *	0.13	8	1	1	1732	43%	* 0.04 acres from Indentured Area A
10-10		10 Lupine Circle	Dwellings, multifamily	4,838	0.11	5,709 *	0.13	8	1	1	1717	35%	* 0.02 acres from Indentured Area A
10-11		11 Lupine Circle	Dwellings, multifamily	4,175	0.10	5,482 *	0.13	8	1	1	1729	41%	* 0.03 acres from Indentured Area A
10-12		12 Lupine Circle	Dwellings, multifamily	4,832	0.11	5,703 *	0.13	8	1	1	1724	36%	* 0.02 acres from Indentured Area A
10-13		13 Lupine Circle	Dwellings, multifamily	4,246	0.10	5,553 *	0.13	8	1	1	1785	42%	* 0.03 acres from Indentured Area A
10-14		14 Lupine Circle	Dwellings, multifamily	4,927	0.11	5,798 *	0.13	8	1	1	1743	35%	* 0.02 acres from Indentured Area A
10-15		15 Lupine Circle	Dwellings, multifamily	4,271	0.10	5,578 *	0.13	8	1	1	1769	41%	* 0.03 acres from Indentured Area A
10-16		16 Lupine Circle	Dwellings, multifamily	5,296	0.12	5,732 *	0.13	8	1	1	1755	33%	* 0.01 acres from Indentured Area A
10-17		17 Lupine Circle	Dwellings, multifamily	4,198	0.10	5,505 *	0.13	8	1	1	1764	42%	* 0.03 acres from Indentured Area A
10-18		18 Lupine Circle	Dwellings, multifamily	5,865	0.13	5,865	0.13	8	1	1	1840	31%	
10-19		19 Lupine Circle	Dwellings, multifamily	5,070	0.12	5,506 *	0.13	8	1	1	1803	36%	* 0.01 acres from Indentured Area A
10-20		20 Lupine Circle	Dwellings, multifamily	6,388	0.15	6,388	0.15	8	1	1	1664	26%	
10-22		22 Lupine Circle	Dwellings, multifamily	6,541	0.15	6,541	0.15	8	1	1	1752	27%	
10-24		24 Lupine Circle	Dwellings, multifamily	4,760	0.11	5,631 *	0.13	8	1	1	1771	37%	* 0.02 acres from Indentured Area A
10-26		26 Lupine Circle	Dwellings, multifamily	4,795	0.11	5,666 *	0.13	8	1	1	1714	36%	* 0.02 acres from Indentured Area A
10-28		28 Lupine Circle	Dwellings, multifamily	4,053	0.09	5,795 *	0.13	8	1	1	1702	42%	* 0.04 acres from Indentured Area A
Site Area				1,453,828	33.38	1,315,650	30.20	8	242	94	290575	20%	

APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: August 7, 2018

DATE SIGNED: _____

CHAIRMAN: _____



CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED _____

AT _____ HRS _____ MIN _____ M. AND

FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____ REGISTER

SURVEYOR'S CERTIFICATION:

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

STATE OF MAINE
 KEVIN P. CLARK
 #2245
 PROFESSIONAL LAND SURVEYOR

DATE: _____

KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE

1. 09-05-18 REVISED PER STAFF COMMENTS RPL

TITLE: **SUBDIVISION AMENDMENT 2
WOODLAND VILLAGE - LOT 10**

PROJECT: **MULTI-UNIT RESIDENTIAL PROPERTIES
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING VENTURE (OWNER)
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

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

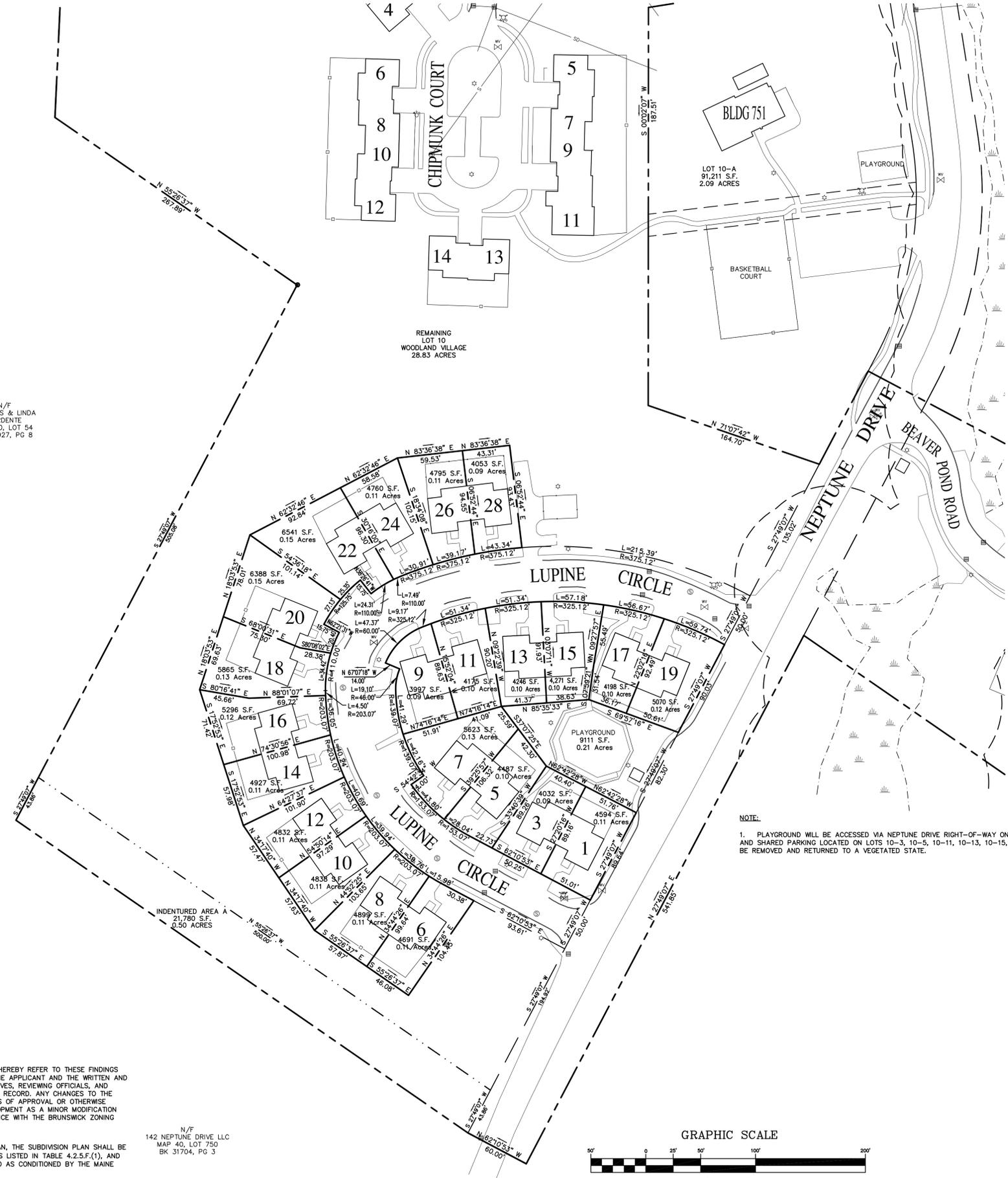
FIELD WK: CH/MC	SCALE: 1" = 150'	SHEET:
DRN BY: MCA	JOB #: 3230.03	1 OF 2
CH'D BY: CYN	MAP/LOT: 40/12 & 34	
DATE: 10-11-17	FILE: 3230.03 SUBDIV	

2017, THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITESLINES PA. NO MODIFICATIONS MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITESLINES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITESLINES PA IS VOID AND IS AT THE USER'S RISK.



N/F
 DOUGLAS & LINDA
 CARDENTE
 MAP 40, LOT 54
 BK 31927, PG 8

N/F
 DOUGLAS & LINDA
 CARDENTE
 MAP 40, LOT 54
 BK 31927, PG 8



LEGEND

●	MONUMENT FOUND
○	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
---	BOUNDARY LINE OF ABUTTERS (APPROX.)
---	ROAD RIGHT OF WAY LINE (APPROX.)
---	COMPUTATIONAL TIE LINE
---	STONE WALL (APPROX.)
---	EDGE OF TRAVELED WAY
---	UTILITY LINE
○	UTILITY POLE WITH NUMBER
---	IPF
---	IRON ROD FOUND
△	DRILL HOLE
△	ARBITRARY TRAVERSE POINT WITH NUMBER
12, 1001	ARBITRARY COMPUTATIONAL POINT NUMBER
BK 10674, PG 197	DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
PB 195, PG 130	PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY HELD BY
AC.	ACRES
⊕	MORE OR LESS
⊕	SEWER MANHOLE
⊕	LIGHT POLE
⊕	CATCH BASIN
⊕	WATER SHUT OFF
⊕	HYDRANT
⊕	SIGN
⊕	WATER VALVE
⊕	ELEVATION TEMPORARY BENCH MARK
⊕	TEST PIT

APPROVAL
 TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: August 7, 2018

DATE SIGNED: _____

CHAIRMAN: _____

NOTE:
 1. PLAYGROUND WILL BE ACCESSED VIA NEPTUNE DRIVE RIGHT-OF-WAY ONLY. SIDEWALKS AND SHARED PARKING LOCATED ON LOTS 10-3, 10-5, 10-11, 10-13, 10-15, & 10-17 WILL BE REMOVED AND RETURNED TO A VEGETATED STATE.

CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED _____

AT ____ HRS ____ MIN ____ M, AND

FILED IN PLAN BOOK ____ PAGE ____

ATTESTED: _____, REGISTER

SURVEYOR'S CERTIFICATION:

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



DATE _____

KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE

GRAPHIC SCALE

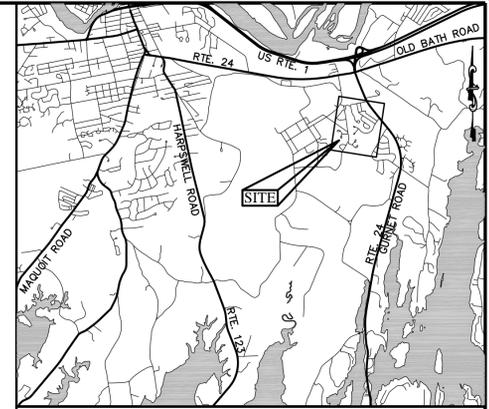


(IN FEET)
1 inch = 50 ft.

CONDITIONS OF APPROVAL

1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, HIS REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL OR OTHERWISE APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AS A MINOR MODIFICATION SHALL REQUIRE A REVIEW AND APPROVAL IN ACCORDANCE WITH THE BRUNSWICK ZONING ORDINANCE.
2. PRIOR TO SIGNING THE APPROVED SUBDIVISION PLAN, THE SUBDIVISION PLAN SHALL BE REVISED TO COMPLY WITH BRUNSWICK'S SPO STANDARDS LISTED IN TABLE 4.2.5.F.(1), AND THE 20% UNVEGETATED LOT AREA LIMIT WITHIN THE SPO AS CONDITIONED BY THE MAINE DEP.
3. PRIOR TO SIGNING THE APPROVED SUBDIVISION PLAN, THE APPLICANT SHALL PROVIDE NET SITE AREA CALCULATIONS FOR EACH PARCEL.

N/F
 142 NEPTUNE DRIVE LLC
 MAP 40, LOT 750
 BK 31704, PG 3



LOCATION MAP
SCALE: 1" = 500'

PLAN REFERENCE:
 a) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITESLINES PA ON JUNE 29, 2017.

b) "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITESLINES PA ON OCTOBER 11, 2017. RECORDED IN BOOK: 218 PAGE 294

- GENERAL NOTES:**
1. AREA OF EXISTING LOTS = 115.82 AC.
 2. ORDINANCE STANDARDS:
 - ZONE: GR1 (GROWTH RESIDENTIAL 1)
 - MINIMUM LOT SIZE: 0.0 ACRES
 - DIMENSION REQUIREMENTS:
 - 1.) MINIMUM LOT WIDTH: 40'
 - 2.) YARD DEPTHS
 - A) FRONT = 0'
 - B) REAR = 0'
 - C) SIDE = 0'
 - 3.) MINIMUM BUILDING HEIGHT = 24'
 - MAXIMUM BUILDING HEIGHT = 50'
 - MAXIMUM DENSITY = 8 UNITS PER ACRE
 - MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
 - MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
 3. TAX MAP REFERENCE: SEE TABLE
 4. WETLANDS: WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLMCH, ME.
 5. DEMO:
 - A. REMOVE SIDEWALKS FROM LUPINE CIRCLE TO PLAY GROUND ON LOTS 3, 5, 15, AND 17
 - B. REMOVE COMMON PARKING AREAS ON LOTS 3, 5, 15, AND 17

1. 09-05-18 REVISED PER STAFF COMMENTS RPL

TITLE:
 SUBDIVISION AMENDMENT 2
 WOODLAND VILLAGE - LOT 10

PROJECT:
 LUPINE CIRCLE
 BRUNSWICK LANDING, BRUNSWICK, MAINE

PREPARED FOR:
 BRUNSWICK LANDING VENTURE (OWNER)
 74 NEPTUNE DRIVE, BRUNSWICK ME 04011

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

FIELD WK: CH/MC	SCALE: 1" = 50'	SHEET:
DRN BY: MCA	JOB #: 3230.03	20F2
CH'D BY: KPC	MAP/LOT: 40/12 & 34	
DATE: 05-18-2018	FILE: 3230.03 Intrepid Sub	

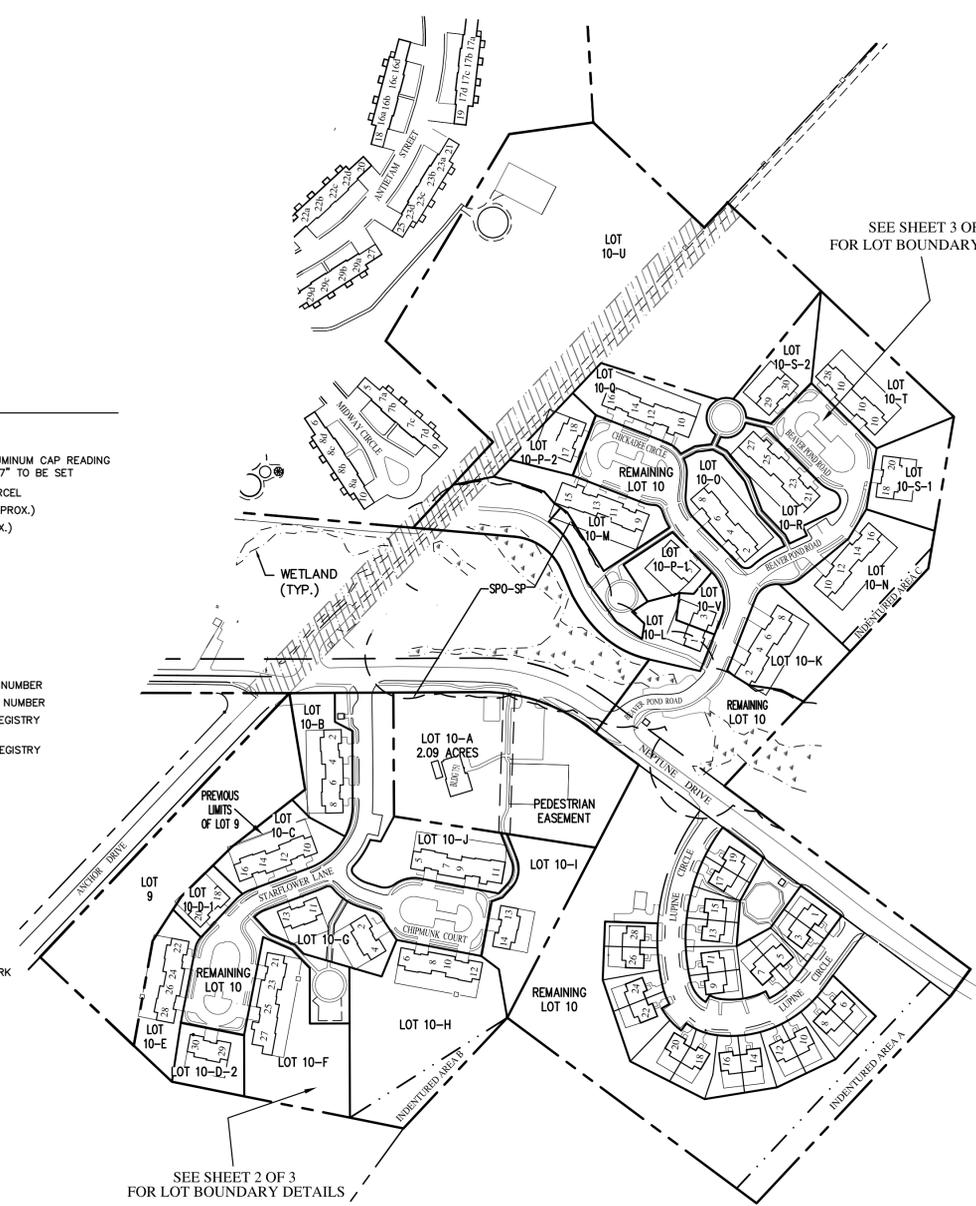
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CONDITIONS OF APPROVAL:

1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, THEIR REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL OR OTHERWISE APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AS A MINOR MODIFICATION SHALL REQUIRE A REVIEW AND APPROVAL IN ACCORDANCE WITH THE BRUNSWICK ZONING ORDINANCE.
2. PRIOR TO THE CONVEYANCE OF LAND WITHIN LOT 10, THE DEEDS FOR ALL INDENTURED LOTS SHALL BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS AND COPIES OF THOSE RECORDED DEEDS SHALL BE PROVIDED TO THE CODE ENFORCEMENT OFFICER.
3. PRIOR TO THE CONVEYANCE OF LAND WITHIN LOT 10, PLAN SHEET 1 OF 3 SHALL BE REVISED TO LABEL ALL INDENTURED LAND AREAS TO THE SATISFACTION OF THE CODE ENFORCEMENT OFFICER.
4. PRIOR TO THE SALE OF A LOT, A PUBLIC OFFERING STATEMENT AS REQUIRED IN THE CONDOMINIUM ASSOCIATION ACT SHALL BE SUBMITTED AND APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AND SHALL BE PROVIDED TO PROSPECTIVE BUYERS.

LEGEND

■	MONUMENT FOUND
●	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
- - -	BOUNDARY LINE OF ADJUTERS (APPROX.)
---	ROAD RIGHT OF WAY LINE (APPROX.)
---	COMPUTATIONAL TIE LINE
○	STONE WALL (APPROX.)
---	EDGE OF TRAVELED WAY
---	UTILITY LINE
○	UTILITY POLE WITH NUMBER
---	IRON PIPE FOUND
---	IRON ROD FOUND
○	DRILL HOLE
△	ARBITRARY TRAVERSE POINT WITH NUMBER
12, 1001	ARBITRARY COMPUTATIONAL POINT NUMBER
BK 10674, PG 197	DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
PB 195, PG 130	PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY HELD BY
AC.	ACRES
±	MORE OR LESS
⊕	SEWER MANHOLE
⊙	LIGHT POLE
⊕	CATCH BASIN
⊕	WATER SHUT OFF
⊕	HYDRANT
⊕	SIGN
⊕	WATER VALVE
⊕	ELEVATION TEMPORARY BENCH MARK
⊕	TEST PIT



SEE SHEET 2 OF 3 FOR LOT BOUNDARY DETAILS

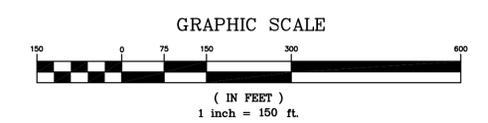
SEE SHEET 3 OF 3 FOR LOT BOUNDARY DETAILS

APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

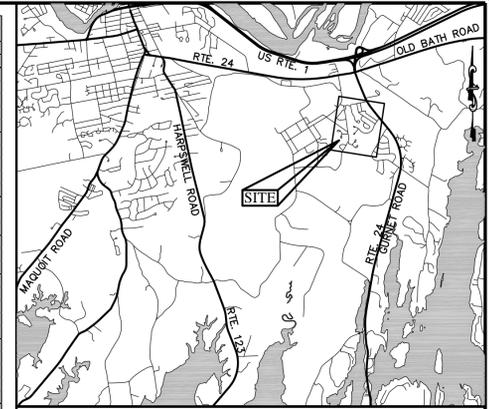
DATE APPROVED: September 25, 2018

DATE SIGNED: _____

CHAIRMAN: _____



Lot #	Map-Lot	Address	Use	Area		Density Allowed	Max DU	Actual DU	Imperv Area (s.f.)	% Cover	SPO		Indentured Area Notes				
				(s.f.)	(acres)						Area (s.f.)	Imperv (s.f.)					
9	40-139	Developable Lot 4	Undeveloped	79,585	1.83	1.99	8	15	0	0%	-	-	-				
10	40-140	Woodland Village	Open Space & Roadways	464,755	10.67	313,280	7.19	8	58	0	170826	37%	60362	12151	20%	12	-
10-B		Condo 10-B 2 Starflower Lane 4 Starflower Lane 6 Starflower Lane 8 Starflower Lane	Dwellings, multifamily	20,632	0.47	21,939	0.50	8	4	4	6393	31%	-	-	-	-	* Encumbered by 0.50-acre Indentured Area A * 0.03 acres from Indentured Area B
10-C		Condo 10-C 10 Starflower Lane 12 Starflower Lane 14 Starflower Lane 16 Starflower Lane	Dwellings, multifamily	19,209	0.44	21,823	0.50	8	4	4	6447	34%	-	-	-	-	* 0.06 acres from Indentured Area B
10-D-1		Condo 10-D 18 Starflower Lane 20 Starflower Lane	Dwellings, multifamily	7,642	0.18	11,127	0.26	8	2	2	3020	40%	-	-	-	-	* 0.08 acres from Indentured Area B
10-D-2		Condo 10-D 29 Starflower Lane 30 Starflower Lane	Dwellings, multifamily	12,884	0.30	12,884	0.30	8	2	2	2919	23%	-	-	-	-	-
10-E		Condo 10-E 22 Starflower Lane 24 Starflower Lane 26 Starflower Lane 28 Starflower Lane	Dwellings, multifamily	19,157	0.44	22,206	0.51	8	4	4	5800	30%	-	-	-	-	* 0.07 acres from Indentured Area B
10-F		Condo 10-F 21 Starflower Lane 23 Starflower Lane 25 Starflower Lane 27 Starflower Lane	Dwellings, multifamily	40,479	0.93	40,479	0.93	8	7	4	6713	17%	-	-	-	-	-
10-G		Condo 10-G 11 Starflower Lane 13 Starflower Lane 3 Chipmunk Court 4 Chipmunk Court	Dwellings, multifamily	22,272	0.51	22,272	0.51	8	4	4	6573	30%	-	-	-	-	-
10-H		Condo 10-H 6 Chipmunk Court 8 Chipmunk Court 10 Chipmunk Court 12 Chipmunk Court	Dwellings, multifamily	64,942	1.49	53,967	1.24	8	10	4	5606	9%	-	-	-	-	* Encumbered by 0.25-acre Indentured Area B
10-I		Condo 10-I 13 Chipmunk Court 14 Chipmunk Court	Dwellings, multifamily	29,075	0.67	29,075	0.67	8	5	2	2886	10%	-	-	-	-	-
10-J		Condo 10-J 5 Chipmunk Court 7 Chipmunk Court 9 Chipmunk Court 11 Chipmunk Court	Dwellings, multifamily	26,469	0.61	26,469	0.61	8	5	4	6622	25%	-	-	-	-	-
10-K		Condo 10-K 12 Beaver Pond Road 4 Beaver Pond Road 6 Beaver Pond Road 8 Beaver Pond Road	Dwellings, multifamily	25,841	0.59	25,841	0.59	8	5	4	6581	25%	-	-	-	-	-
10-L		Condo 10-L 1 Beaver Pond Road	Dwellings, multifamily	40,091	0.92	33,788	0.78	8	6	1	5921	15%	34662	4983	14%	1	-
10-M		Condo 10-M 9 Chickadee Circle 11 Chickadee Circle 13 Chickadee Circle 15 Chickadee Circle	Dwellings, multifamily	22,030	0.51	22,030	0.51	8	4	4	7149	32%	-	-	-	-	-
10-N		Condo 10-N 10 Beaver Pond Road 12 Beaver Pond Road 14 Beaver Pond Road 16 Beaver Pond Road	Dwellings, multifamily	33,978	0.78	29,600	0.68	8	5	4	5750	17%	-	-	-	-	* Encumbered by 0.25-acre Indentured Area C
10-O		Condo 10-O 2 Chickadee Circle 4 Chickadee Circle 6 Chickadee Circle 8 Chickadee Circle	Dwellings, multifamily	19,725	0.45	21,903	0.50	8	4	4	5976	30%	-	-	-	-	* 0.05 acres from Indentured Area C
10-P-1		Condo 10-P 5 Chickadee Circle 7 Chickadee Circle	Dwellings, multifamily	10,935	0.25	10,935	0.25	8	2	2	2951	27%	-	-	-	-	-
10-P-2		Condo 10-P 17 Chickadee Circle 19 Chickadee Circle	Dwellings, multifamily	11,084	0.25	11,084	0.25	8	2	2	3035	27%	-	-	-	-	-
10-Q		Condo 10-Q 10 Chickadee Circle 12 Chickadee Circle 14 Chickadee Circle 16 Chickadee Circle	Dwellings, multifamily	21,782	0.50	21,782	0.50	8	4	4	7348	34%	-	-	-	-	-
10-R		Condo 10-R 21 Beaver Pond Road 23 Beaver Pond Road 25 Beaver Pond Road 27 Beaver Pond Road	Dwellings, multifamily	20,097	0.46	21,839	0.50	8	4	4	7297	36%	-	-	-	-	* 0.04 acres from Indentured Area C
10-S-1		Condo 10-S 18 Beaver Pond Road 20 Beaver Pond Road	Dwellings, multifamily	19,613	0.45	19,613	0.45	8	4	2	2838	14%	-	-	-	-	-
10-S-2		Condo 10-S 29 Beaver Pond Road 30 Beaver Pond Road Condo 10-T 22 Beaver Pond Road 24 Beaver Pond Road 26 Beaver Pond Road	Dwellings, multifamily	15,322	0.35	15,322	0.35	8	3	2	3072	20%	-	-	-	-	-
10-T		Condo 10-T 28 Beaver Pond Road	Dwellings, multifamily	32,004	0.73	32,000	0.73	8	6	4	5850	18%	-	-	-	-	-
10-U		Undeveloped Lot 5	Undeveloped	253,824	5.83	216,882	4.98	8	40	0	16906	7%	-	-	-	-	-
10-V		3 Beaver Pond Road	Dwellings, multifamily	5,808	0.13	5,808	0.13	8	1	1	1506	26%	-	-	-	-	-
Site Area				1,839,231	30.74	1,143,533	26.25	8	210	72	305985	23%					



LOCATION MAP
SCALE: 1" = 500'

PLAN REFERENCE:

- "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.
- "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN BOOK: 218 PAGE 294
- "SUBDIVISION AMENDMENT 2, WOODLAND VILLAGE - LOT 10, MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017

GENERAL NOTES:

1. AREA OF EXISTING LOTS = 30.74 ACRES
2. ORDINANCE STANDARDS:
ZONE: GR1 (GROWTH RESIDENTIAL 1)
MINIMUM LOT SIZE: 0.0 ACRES
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 40'
2.) YARD DEPTHS
A) FRONT = 0'
B) REAR = 0'
C) SIDE = 0'
3.) MINIMUM BUILDING HEIGHT = 24'
MAXIMUM BUILDING HEIGHT = 50'
MAXIMUM DENSITY = 8 UNITS PER ACRE
MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
3. TAX MAP REFERENCE:
SEE TABLE THIS SHEET
4. WETLANDS:
WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLWICH, ME.

1. 09-19-18 UPDATED WETLAND AND SPO LOCATION RPL

TITLE: **SUBDIVISION AMENDMENT 3
WOODLAND VILLAGE - LOTS 9 & 10**

PROJECT: **MULTI-UNIT RESIDENTIAL PROPERTIES
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING VENTURE (OWNER)
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

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

FIELD WK: CH/MC	SCALE: 1" = 150'	SHEET:
DRN BY: MCA	JOB #: 3574	1 OF 3
CH'D BY: KPC	MAP/LOT: 40/139 & 140	
DATE: 08-21-18	FILE: 3574 SUB	

SURVEYOR'S CERTIFICATION:

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

STATE OF MAINE
KEVIN P. CLARK
#2245
PROFESSIONAL LAND SURVEYOR

DATE: _____
KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE

CUMBERLAND COUNTY REGISTRY OF DEEDS:

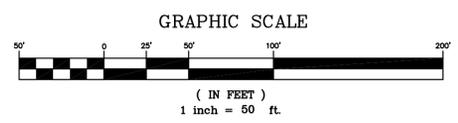
RECEIVED _____

AT _____ HRS _____ MIN _____ M, AND

FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____ REGISTER

2017: THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITES LINES PA. NO MODIFICATIONS MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES PA IS UNLAWFUL AND IS AT THE USER'S RISK.



CONDITIONS OF APPROVAL:

1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, THEIR REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL 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.
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LEGEND

●	MONUMENT FOUND
○	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
---	BOUNDARY LINE OF ABUTTERS (APPROX.)
---	ROAD RIGHT OF WAY LINE (APPROX.)
---	COMPUTATIONAL TIE LINE
---	STONE WALL (APPROX.)
---	EDGE OF TRAVELED WAY
---	UTILITY LINE
○-C-13	UTILITY POLE WITH NUMBER
○-IPF	IRON PIPE FOUND
○-IRF	IRON ROD FOUND
○-DH	DRILL HOLE
△-4	ARBITRARY TRAVERSE POINT WITH NUMBER
△-12, 1001	ARBITRARY COMPUTATIONAL POINT NUMBER
BK 10674, PG 197	DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
PB 195, PG 130	PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY HELD BY
A.C.	ACRES
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○-S	SEWER MANHOLE
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○-WS	WATER SHUT OFF
○-H	HYDRANT
○-S	SIGN
○-WV	WATER VALVE
○-E	ELEVATION TEMPORARY BENCH MARK
○-TP	TEST PIT

APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: September 25, 2018

DATE SIGNED: _____

CHAIRMAN: _____

CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED _____

AT _____ HRS _____ MIN _____ M, AND

FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____, REGISTER

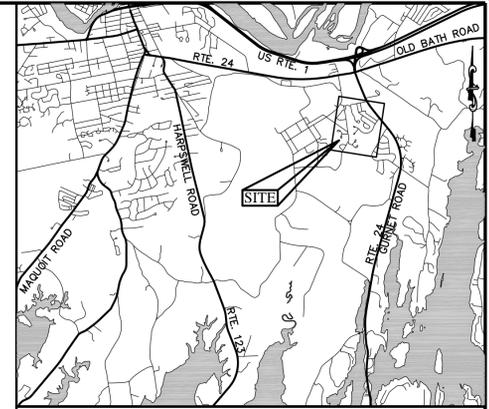
SURVEYOR'S CERTIFICATION:
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DATE _____

KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE



LOCATION MAP
SCALE: 1" = 5000'

PLAN REFERENCE:

- "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITES LINES PA ON JUNE 29, 2017.
- "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITES LINES PA ON OCTOBER 11, 2017 RECORDED IN BOOK: 218 PAGE 294
- "SUBDIVISION AMENDMENT 2, WOODLAND VILLAGE - LOT 10, MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITES LINES PA ON OCTOBER 11, 2017

GENERAL NOTES:

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MINIMUM LOT SIZE: 0.0 ACRES
DIMENSION REQUIREMENTS:
1.) MINIMUM LOT WIDTH: 40'
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A) FRONT = 0'
B) REAR = 0'
C) SIDE = 0'
3.) MINIMUM BUILDING HEIGHT = 24'
MAXIMUM BUILDING HEIGHT = 50'
MAXIMUM DENSITY = 8 UNITS PER ACRE
MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
3. TAX MAP REFERENCE:
SEE TABLE ON SHEET 1 OF 3
4. WETLANDS:
WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLWICH, ME.

1. 09-18 UPDATED WETLAND AND SPO LOCATION RPL

TITLE:
SUBDIVISION AMENDMENT 3
WOODLAND VILLAGE - LOTS 9 & 10

PROJECT:
STARFLOWER LANE & CHIPMUNK COURT
BRUNSWICK LANDING, BRUNSWICK, MAINE

PREPARED FOR:
BRUNSWICK LANDING VENTURE (OWNER)
74 NEPTUNE DRIVE, BRUNSWICK ME 04011

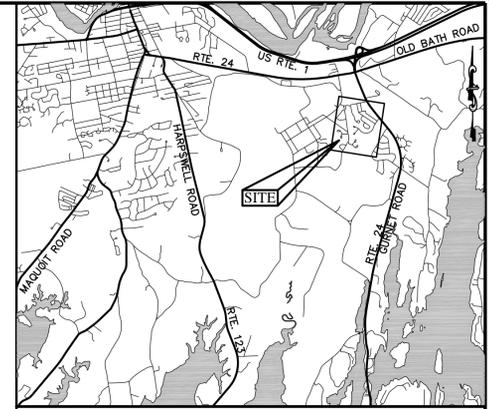
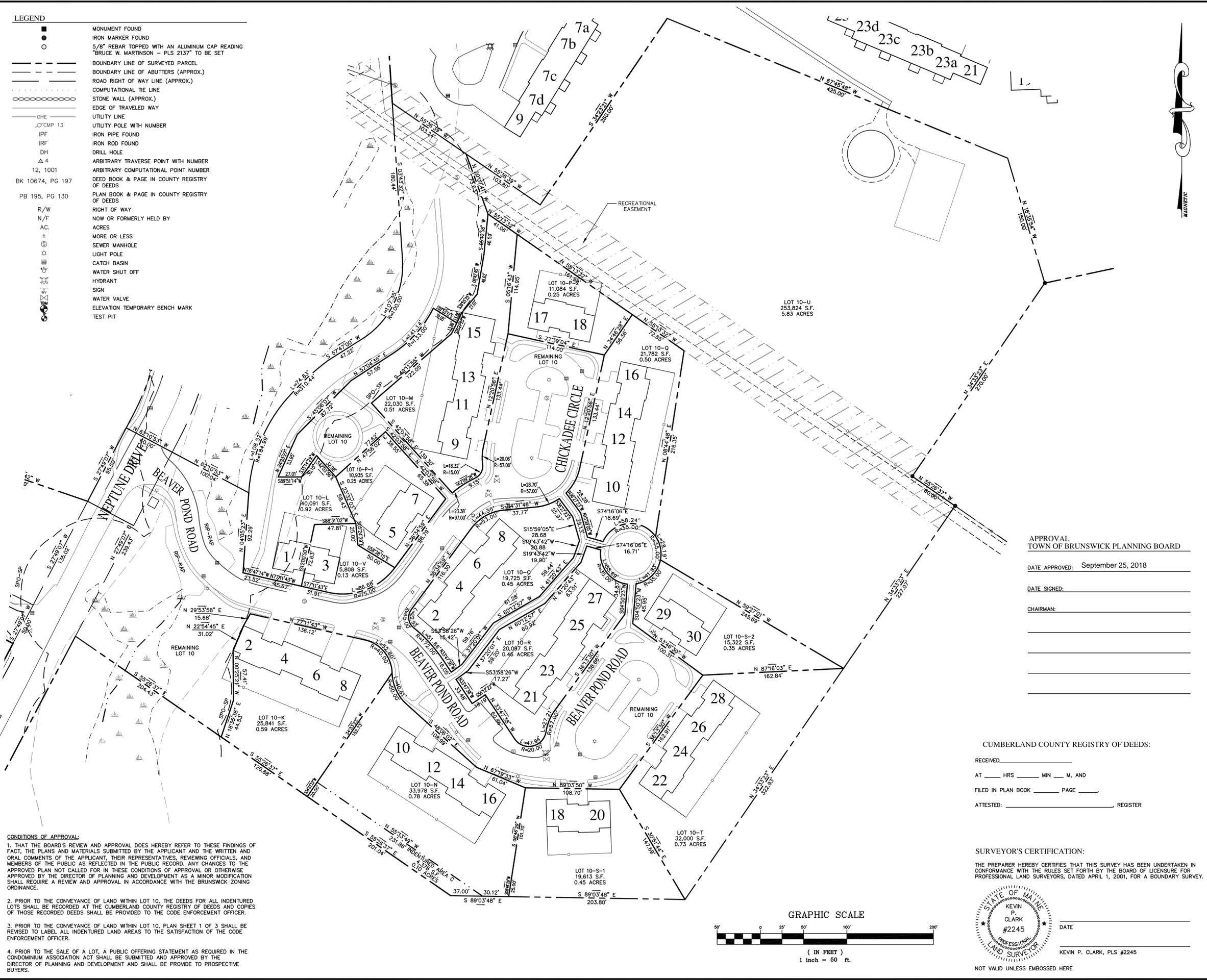
SITES LINES, PA
ENGINEERS • PLANNERS • SURVEYORS
8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.siteslinespa.com

FIELD WK: CH/MC	SCALE: 1" = 50'	SHEET: 2 OF 3
DRN BY: MCA	JOB #: 3574	
CH'D BY: KPC	MAP/LOT: 40/139 & 140	
DATE: 08-21-18	FILE: 3574 SUB	

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LEGEND

■	MONUMENT FOUND
○	IRON MARKER FOUND
—	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
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⊙	ELEVATION TEMPORARY BENCH MARK
⊙	TEST PIT



LOCATION MAP
SCALE: 1" = 5000'

- PLAN REFERENCE:**
- a) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.
 - b) "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN BOOK: 218 PAGE 294
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- GENERAL NOTES:**
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 - MINIMUM LOT SIZE: 0.0 ACRES
 - DIMENSION REQUIREMENTS:
 - 1.) MINIMUM LOT WIDTH: 40'
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 - C) SIDE = 0'
 - 3.) MINIMUM BUILDING HEIGHT = 24'
 - MAXIMUM BUILDING HEIGHT = 50'
 - MAXIMUM DENSITY = 8 UNITS PER ACRE
 - MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
 - MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
 3. TAX MAP REFERENCE: SEE TABLE ON SHEET 1 OF 3
 4. WETLANDS: WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLWICH, ME.

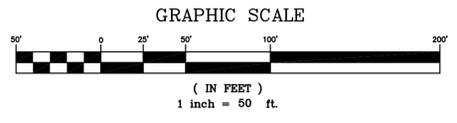
APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: September 25, 2018

DATE SIGNED: _____

CHAIRMAN: _____

- CONDITIONS OF APPROVAL:**
1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, THEIR REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL OR OTHERWISE APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AS A MINOR MODIFICATION SHALL REQUIRE A REVIEW AND APPROVAL IN ACCORDANCE WITH THE BRUNSWICK ZONING ORDINANCE.
 2. PRIOR TO THE CONVEYANCE OF LAND WITHIN LOT 10, THE DEEDS FOR ALL INDENTURED LOTS SHALL BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS AND COPIES OF THOSE RECORDED DEEDS SHALL BE PROVIDED TO THE CODE ENFORCEMENT OFFICER.
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SURVEYOR'S CERTIFICATION:

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

DATE _____

KEVIN P. CLARK #2245

PROFESSIONAL LAND SURVEYOR

NOT VALID UNLESS EMBOSSED HERE

1. 09-18 UPDATED WETLAND AND SPO LOCATION RPL		
TITLE: SUBDIVISION AMENDMENT 3 WOODLAND VILLAGE - LOTS 9 & 10		
PROJECT: CHICKADEE CIRCLE & BEAVER POND ROAD BRUNSWICK LANDING, BRUNSWICK, MAINE		
PREPARED FOR: BRUNSWICK LANDING VENTURE (OWNER) 74 NEPTUNE DRIVE, BRUNSWICK ME 04011		
FIELD WK: CH/MC	SCALE: 1" = 50'	SHEET: 3 OF 3
DRN BY: MCA	JOB #: 3574	
CH'D BY: KPC	MAP/LOT: 40/139 & 140	
DATE: 08-21-18	FILE: 3574 SUB	

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (as same may be amended from time to time, collectively, the “**Declaration**”) made this 31st day of October, 2018, by **BRUNSWICK LANDING VENTURE, LLC**, a Delaware limited liability company having a mailing address of 74 Neptune Drive, Brunswick, Maine 04011 (the “**Declarant**”). Capitalized terms used in this Declaration and not otherwise defined herein, shall have the meanings given or as referred to in Article 1 of this Declaration.

RECITALS

WHEREAS, Declarant is the owner of certain real property situated in the Town of Brunswick, County of Cumberland and State of Maine, being described in Exhibit A attached here to and incorporated herein (the “Subject Property”), and also being shown on the following plans: (1) Lots 33 and 34 as set forth on a plan entitled “Final Subdivision Plan Brunswick Landing Subdivision – Phase 1,” prepared by Wright-Pierce, dated March 11, 2013, and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 81; and (2) Lots 1-10 as set forth on a plan entitled “Subdivision Plan, Brunswick Landing Housing, Multi-Unit Residential Properties, Brunswick Landing, Brunswick, Maine” prepared by Sitelines, PA, dated October 11, 2017, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 10; as amended by plan entitled “Subdivision Amendment Brunswick Landing Housing” prepared by Sitelines, PA, and recorded in the said Registry in Plan Book 218, Page 294; as amended by plan entitled “Subdivision Amendment 2 Woodland Village- Lot 10” prepared by Sitelines, PA, and recorded in the said Registry in Plan Book 218, Page 432-433; as amended by plan entitled “Subdivision Amendment 3 Woodland Village- Lots 9 & 10” prepared by Sitelines, PA, and recorded in the said Registry in Plan Book 218, Page 434-436 (collectively and as the same may be further amended, the “Plan”); and

WHEREAS, the Subject Property consists of a portion of the property comprising the former Naval Air Station Brunswick (“NASB”); and

WHEREAS, the Subject Property is subject to the Terms and Conditions of Road and Common Facilities Maintenance Agreement by and between Midcoast Regional Development Authority (“MRRA”) relating to the NASB property, dated July 26, 2013 and recorded in the CCRD in Book 30884, Page 170 (the “MRRA Agreement”); and

WHEREAS, the Subject Property is currently improved with several multi-unit and single family residential developments on Lots 2, 3, 4, 6, 7, and 10, as the same are depicted on the Plan (the “Developed Lots”); and

WHEREAS, Declarant intends to construct additional multi-unit residential developments on Lots 1, 5, 8 and 9, as the same are depicted on the Plan (the “Undeveloped Lots”); and

WHEREAS, the Developed Lots and the Undeveloped Lots share common utilities, facilities, amenities and rights-of-way over the private roads depicted on the Plan, but not including the Driveways providing access to the Buildings from the said private roads (the “Roads,” and collectively the “Shared Elements,” as that term is further defined hereinafter); and

WHEREAS, the existence of the Shared Elements requires formation of an Association for the purpose of operating, maintaining and repairing the Shared Elements and sharing the costs associated therewith, including the MRRA Agreement; and

WHEREAS, Declarant wishes to subject the Subject Property to the covenants, conditions and restrictions set forth herein respecting the Association, in accordance with this Declaration; and

NOW THEREFORE, Declarant hereby declares that the Subject Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with, said Subject Property and be binding on all parties having any right, title or interest in said Subject Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1. DEFINITIONS

The following words, phrases or terms used in this Declaration shall have the following meanings:

- 1.1. “**Arbitration**” means a dispute resolution proceeding in accordance with the rules of the American Arbitration Association or any successor thereto.
- 1.2. “**Articles of Incorporation**” means the articles of incorporation of the Association filed with the Secretary of State of the State of Maine, as same may be amended from time to time.
- 1.3. “**Assessment**” is defined in **Section 10.1.** of this Declaration.
- 1.4. “**Assessment Lien**” is defined in **Section 10.6** of this Declaration.
- 1.5. “**Association**” means Brunswick Landing Master Homeowners Association, a duly-formed Maine Nonprofit Corporation.
- 1.6. “**Association Costs**” means, collectively, the costs incurred by the Association in connection with maintenance, repair, replacement, operation and administration of the Shared Elements, including Common Landscaping, and the costs of maintaining, repairing, replacing and operating the shared utility lines and infrastructure and of any Shared Elements which may, but need not, be constructed in the future; excluding the Shared Utility Costs, which are collected separately.
- 1.7. “**Association Property**” means all personal property, if any, at any given time owned or leased by the Association.
- 1.8. “**Board**” or “**Board of Directors**” means the Board of Directors of the Association.
- 1.9. “**Building**” means any building located or constructed on any of the Lots, and any and all alterations, additions and/or replacements made thereto, respectively.

- 1.10. **“Bylaws”** means the bylaws of the Association as the same may be amended or supplemented from time to time.
- 1.11. **“Certification of Occupancy”** means a certificate issued by the by the Code Enforcement Office of the Town of Brunswick.
- 1.12. **“Common Landscaping”** means maintenance of landscaping and trees in the immediate vicinity of the playgrounds, recreation facilities and common spaces throughout the Subject Property and on the management office lot.
- 1.13. **“Condominium”** means a Lot submitted to the Condominium Act.
- 1.14. **“Condominium Act”** means the provisions of 33 M.R.S.A. 1601-101 et seq., as same may be amended from time to time.
- 1.15. **“Condominium Documents”** means the declaration and by-laws of any Condominium, as same may be amended from time to time.
- 1.16. **“Declaration”** means this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.
- 1.17. **“Director”** means any individual serving as a director on the Board of the Association.
- 1.18. **“Driveways”** means those portions of the roadways on the Subject Property, as they now exist or are hereafter constructed, that provide vehicular access to one Building or to Buildings owned by one Owner.
- 1.19. **“Formation Documents”** means, collectively, (i) the Articles of Incorporation, (ii) this Declaration, and (iii) the Bylaws.
- 1.20. **“Initial Operating Budget”** means the first Operating Budget adopted by the Association.
- 1.21. **“Institutional Lender”** means any domestic or foreign commercial or savings bank, any insurance company or savings and loan association whose investments are regulated by the laws of any State or of the United States, any pension fund, trust company, governmental agency or fund, any educational, religious or charitable institution, or other non-individual entity, or a consortium of any of the foregoing, in the business, among other things, of making loans secured, directly or indirectly, by real property.
- 1.22. **“Interest Holder”** means any party who accepts a deed, lease, mortgage, easement or other grant or conveyance of any portion of the Subject Property.

- 1.23. “**Late Charges**” is defined in **Section 11.1** of this Declaration.
- 1.24. “**Limited Shared Elements**” mean those portions of the Shared Elements the primary use of which is made by one or more, but fewer than all, of the Members, as indicated and allocated pursuant to this Declaration.
- 1.25. “**Limited Shared Expense**” mean the Expenses for services benefiting fewer than all the Units, which are assessed pursuant to this Declaration exclusively against the Units benefited.
- 1.26. “**Lot**” means any one of the lots comprising part of the Subject Property upon which a Building is now or may in the future be built, all as shown on Plan.
- 1.27. “**Member**” means any Person who is a member of the Association pursuant to the terms of this Declaration.
- 1.28. “**Membership**” means of or relating to the Members.
- 1.29. “**Nonprofit Corporation Act**” means the provisions of Title 13-B of the Maine Revised Statutes, as same may be amended from time to time.
- 1.30. “**Owner**” means the record owner(s) in fee simple of a Lot or, if a Lot is submitted to the Condominium Act, the owner in fee simple of a Unit.
- 1.31. “**Permitted Costs**” is defined in **Section 10.3** of this Declaration.
- 1.32. “**Person**” means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, limited liability company, limited liability partnership, government, governmental subdivision or agency, or other legal or commercial entity.
- 1.33. “**Proportionate Share**” means the ratio of the number of Units owned by an Owner divided by the total number of Units in the Development, as such percentage shall from time to time be re-calculated by the Association in accordance with the provisions of this Declaration.
- 1.34. “**Operating Budget**” means the annual operating budget of the Association adopted by the Board for payment of Association Costs for that year.
- 1.35. “**Recognized Mortgagee**” means the holder of a recorded first mortgage on a Lot or a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the Association by prepaid United States mail, return receipt

requested, or by delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Lot or Unit Owner's name and address, and the identifying number of the Lot or Unit, and shall state that the mortgage is a recorded first mortgage.

1.36. "**Regular Assessment**" is defined in **Section 10.1** of this Declaration.

1.37. "**Shared Elements**" means the playgrounds, recreation facilities and common spaces throughout the Subject Property as depicted on the Plan, common utilities, Roads, Sidewalks, common mailbox stations, street lighting, storm water drainage systems located throughout the Subject Property, including without limitation detention ponds, all whether now existing or hereinafter constructed or installed.

1.38. "**Shared Utility Costs**" means those costs billed to and incurred by the Association, but not included in the Operating Budget, in connection with the provision of water and sewer service to the Subject Property, or any portion thereof, and that are not separately metered.

1.39. "**Sidewalks**" means those portions of the Subject Property that are improved for to provide pedestrian access throughout the Development, as they now exist or are hereafter constructed, excluding Walkways.

1.40. "**Special Assessment**" (or "**Special Assessments**") is defined in **Section 10.1** of this Declaration.

1.41. "**Sub-association**" means: for a Lot submitted to the Condominium Act, the condominium unit owners' association; and the homeowners association for multiple Lots within the Development that are collectively submitted to a declaration of covenants, conditions and restrictions encompassing less than all of the Lots in the Development.

1.42. "**Tax Map**" means the Tax Map of the Town of Brunswick, Maine.

1.43. "**Town**" means the Town of Brunswick.

1.44. "**Unit**" means any space within a Building constructed on a Lot that is intended for independent use and occupancy. Any two or more Units are collectively referred to as "**Units.**"

1.45. "**Walkways**" means those portions of the Sidewalks that provide access to one Building or to Buildings owned by one Owner.

1.46. "**Woodland Village Neighborhood**" means Lots 10-K, 10-L, 10-M, 10-N, 10-O, 10-P-1,

10-P-2, 10-Q, 10-R, 10-S-1, 10-S-2, 10-T, 10-U, 10-V as depicted on the Plan.

**ARTICLE 2.
PROPERTY SUBJECT TO THIS DECLARATION**

The Subject Property from and after the date hereof shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration as same may be amended or supplemented from time to time. The terms of this Declaration shall run with the Subject Property and shall be binding upon Declarant, the Association, the Members of the Association and all other Interest Holders and their respective successors-in-interest.

**ARTICLE 3.
THE DEVELOPMENT; DECLARANT'S RIGHTS**

3.1. The Development. Declarant intends that the Subject Property, as developed, will consist of a mix of multi-family and single-family residences and condominiums, each constructed on a Lot, including housing and associated uses, parking and Shared Elements (collectively, the "Development").

3.2. Declarant's Reserved Rights. During the Declarant Control Period, in addition to such other rights as are reserved by Declarant hereinafter, Declarant expressly reserves the right to add real estate to be used primarily for residential purposes to the Association, to subdivide Lots or to withdraw any Real Estate, Units, or Property from the Association, all without the consent of the Association. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until later of: (a) ninety (90) days after the conveyance of seventy-five percent (75%) of the total number of Lots, including Lots that may be created on the Subject Property or any additions thereto, excluding any conveyance to a successor Declarant; or (b) twelve (12) years from the date of recording of this Declaration, provided, however, that at its election the Declarant may terminate the Declarant Control Period at any time by recording a notice in the Cumberland County Registry of Deeds.

**ARTICLE 4.
ROADS, COMMON EASEMENTS
ASSOCIATION'S EASEMENTS**

4.1. Road and Sidewalk Easements. Declarant and the Owners of the Lots, their heirs, successors and assigns, are hereby granted a perpetual easement in common in the Roads and Sidewalks located on the Subject Property shown on the Plan for ingress and egress to and from the Lots and the public roads, for the maintenance, repair and replacement of pavement, street improvements and utilities, for connection to utilities, for all customary uses of and improvements accessory to a residential street and to manage and convey storm drainage as indicated on the Plan for the benefit of the Lots and all other land of the Declarant.

The Declarant reserves the fee title to the Roads as shown on the Plans and reserves the right to convey them to the Town upon acceptance as public streets or in the alternative to the Association should the Town decline to accept the Road.

4.2. Recreational Easements. Declarant and the Owners of the Lots, their heirs, successors and assigns, are hereby granted a perpetual easement in common to use the recreational facilities depicted on the Plan, including the playgrounds and sports courts, and any similar facilities that may, but need not be, constructed in the future (collectively, the “Recreational Facilities”) for all customary uses of such Recreational Facilities for the benefit of the Lots and all other land of the Declarant, which easement includes a right of access over the Lots to such Recreational Facilities.

The Declarant reserves the right to maintain, replace and relocate the Recreational Facilities within the Development.

4.3. Other Easements. The Subject Property is subject to the following easements and all other easements, notes and conditions set forth in or referred to in the Plan, which include without limitation:

(a) Subdivision Plan and Town Approvals. Terms and conditions of the Subdivision Plan, and the terms and conditions of any related subdivision or site plan permits or approvals granted by the Town of Brunswick (the “Town”), as evidenced by said Subdivision Plan (collectively the “Town Approvals”), whether or not such terms and conditions are noted or referenced on the Plan or in any other instrument recorded in the Cumberland County Registry of Deeds.

(b) Terms and Conditions of Road and Common Facilities Maintenance Agreement dated July 26, 2013 and recorded in the CCRD in Book 30884, Page 170.

(c) Rights and easements granted to Central Maine Power Company by instrument dated April 1, 1943 and recorded in the CCRD in Book 1718, Page 275.

(d) Reservations, exceptions, notices, covenants, conditions and restrictions set forth in Quitclaim Deed with Covenant from the United States of America, acting through the Secretary of the Navy and by the Naval Engineering Command, Base Closure Program Management Office to Midcoast Regional Redevelopment Authority dated September 30, 2011 and recorded in the CCRD in Book 29003, Page 167.

(e) Delegation of Authority for Adjustment of Legislative Jurisdiction, dated March 29, 1989, and recorded in the CCRD in Book 8861, Page 35.

(f) Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service between Midcoast Regional Development Authority and the United States of America, acting by and through the Department of the Navy dated March 28, 2011 and recorded in the CCRD in Book 28607, Page 205.

(g) Terms and conditions of Department of Environmental Protection Site Location of Development Federal Consistency Amendment Findings of Fact and Order dated June 28, 2002 and recorded in the CCRD in Book 17870, Page 283, as affected by Site Location of Development Federal Consistency Amendment Findings of Fact and Order dated February 25, 2003 and recorded in the CCRD in Book 19104, Page 126, as affected by Site Location of Development Act Amendment Findings of Fact and Order dated May 24, 2005 and recorded in the CCRD in Book 22777, Page 157, as affected by Assignment and Assumption of Rights and Obligations under Environmental Protection

Orders between BBC Military Housing Navy Northeast LLC and Northeast Housing LLC dated October 29, 2010 and recorded in the CCRD in Book 28223, Page 81, as affected by Assignment and Assumption of Rights and Obligations under Environmental Protection Orders between Northeast Housing LLC and Affordable Mid Coast Housing, LLC dated October 29, 2010 and recorded in the CCRD in Book 28223, Page 86.

(h) The following facts depicted on a Plan of Parcel to be Conveyed to Affordable Mid Coast Housing, LLC made for Wright-Pierce and Midcoast Regional Redevelopment Authority by Titcomb Associates dated November 16, 2011, revised through May 2, 2012 and recorded in the CCRD in Plan Book 212, Page 130:

- a. Overhead and underground utility lines, poles, transformers, manholes, sewer and water lines;
- b. Recreation easement;
- c. Proposed right of way lines.

(i) Terms and provisions of Declaration of Covenants, Conditions and Restrictions between Midcoast Regional Redevelopment Authority and Affordable Mid Coast Housing, LLC dated May 3, 2012 and recorded in the CCRD in Book 29562, Page 124.

(j) Terms and conditions of a Leasehold Estate set forth in Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities dated as of October 29, 2010, between Affordable Mid Coast Housing, LLC (Lessee) and The United States of America, Department of the Navy (Lessor), as evidenced by Memorandum of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities dated as of October 29, 2010 and recorded in the CCRD in Book 28222, Page 303; as affected by an Amendment, Assignment, and Assumption of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities dated May 3, 2012 and recorded in the CCRD in Book 29562, Page 49; as affected by Corrective Amendment, Assignment, and Assumption of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities by and between Midcoast Regional Development Authority and Affordable Mid Coast Housing, LLC dated February 17, 2015 and recorded in the CCRD in Book 32085, Page 1; as affected by Partial Assumption of Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities by and between Midcoast Regional Development Authority and Affordable Mid Coast Housing, LLC dated February 17, 2015 and recorded in the CCRD in Book 32085, Page 44; as affected by an Assignment and Assumption Agreement from Affordable Mid Coast Housing, LLC to Brunswick Landing Venture, LLC, a Delaware limited liability company dated June 30, 2017 as recorded in the CCRD in Book 34127, Page 278; and as affected by a Subordination Agreement from Brunswick Landing Venture, LLC, a Delaware limited liability company to Walker & Dunlop, LLC, a Delaware limited liability company dated June 30, 2017 and recorded in the CCRD in Book 34127, Page 282; as the same may be further assigned or amended or affected by any partial releases thereof.

The foregoing are collectively referred to herein as the “Common Easements.”

4.4. Association’s Easements. The Declarant hereby grants the Association and its directors, officers, agents, employees such easements over the Subject Property as are necessary for the performance of the Association’s obligations under this Declaration.

ARTICLE 5.
PURPOSE, FUNCTION, OBLIGATIONS AND POWERS OF ASSOCIATION

5.1. **Purpose of Association.** The Association is established pursuant to this Declaration for the purposes of maintenance, repair, replacement, administration and operation of the Shared Elements, which shall include, but not be limited to: (1) management of ice and snow removal from the Roads and Sidewalks and all other maintenance and repair thereof, and all improvements therein so as to keep the Roads passable by vehicles, including by emergency vehicles and equipment of the Town of Brunswick, and the Sidewalks passable by foot, which maintenance and repair shall include, without limitation, grading, re-grading, addition of gravel, repair of potholes or washouts, maintenance of road shoulders, maintenance of drainage swales, culverts, snowplowing, sanding and trimming of vegetation, and any other similar item customary or reasonably related to the maintenance, repair or improvement of similar private roadways in the Town of Brunswick, and in accordance with the Plan; (2) maintenance, repair and replacement of all common electrical and telephone cables, water, sewer and drainage pipes, equipment and facilities serving the Development and located on or within the Subject Property, to the extent not the responsibility of any utility company pursuant to the terms and conditions of any easements to said companies; (3) inspection, care and maintenance of any drainage facilities, storm catch basins and manholes and storm sewers serving the Development and located on or within the Subject Property; (4) inspection, care and maintenance of the Recreational Facilities; (5) inspection, care and maintenance of the Common Landscaping; (6) collection of household waste from central receptacles throughout the Development; and (7) all other maintenance of the Shared Elements as shall be required.

5.2. **Functions, Obligations and Powers.** Subject to Article 9 of this Declaration, the functions, obligations and powers of the Association shall include, without limitation, the following:

(a) to maintain, repair and operate the Shared Elements in accordance with the terms hereof, to the extent that such maintenance and repair is not performed by MRRRA pursuant to the MRRRA Agreement;

(b) to adopt the annual Operating Budget;

(c) to impose Assessments for purposes of paying Association Costs and Shared Utility Costs and to collect such Assessments so imposed;

(d) to bring actions to recover Assessments or otherwise against Members for failure to pay Assessments imposed against them and to enforce any lien or other right or remedy granted the Association under this Declaration;

(e) to collect, receive, administer, protect, invest and dispose of funds in connection with its obligations hereunder;

(f) to defend actions and negotiate and settle claims with Members in connection with Association Costs and Assessments or otherwise;

(g) to adopt rules and regulations for the conduct of Members and their guests while on the Subject Property;

(h) to perform such other duties, obligations and functions with respect to the Shared Elements as may be appropriate for the Association to perform or which otherwise the Members may delegate to the Association in accordance with the Formation Documents; and

(i) to obtain and pay for as a Permitted Cost the services of any Person(s) to manage the Association's affairs or any part thereof, or as the Association may deem necessary or desirable for the proper performance of the Association's functions pursuant hereto, including, without limitation, legal and accounting services necessary or desirable in connection with the foregoing or enforcement of this Declaration.

(j) The Association shall have the right, but not the obligation, to inspect and maintain the Rear Lawns and to invoice Members for their Proportionate Share of the costs associated therewith.

ARTICLE 6. OBLIGATIONS OF MEMBERS

6.1. Payment of Assessments; Objections to Operating Budget. Upon becoming a Member, the Member becomes liable for Assessments and shall pay Assessments imposed by the Association pursuant to this Declaration. Any Member who in any fiscal year of the Association is obligated to pay Assessments, shall have the right to object to an Operating Budget and Assessment proposed thereunder, but only if the Member was also obligated to pay Assessments in the previous fiscal year of the Association and the proposed new Operating Budget represents an increase of more than 10% in the aggregate over the immediately preceding fiscal year's Operating Budget or more than 10% in any line item therein over the immediately preceding fiscal year. If a Member with the right to object to a Operating Budget fails to present such objection to the Association within thirty (30) days after the Operating Budget is presented to Members, the Member will be deemed to have waived such right.

6.2. Disputes. Any dispute as to whether a Lot or Building thereon is being maintained in accordance with this Declaration or disputes as to Assessments, that cannot be resolved among the Members, shall be submitted to Arbitration.

ARTICLE 7. ADMINISTRATION AND MANAGEMENT

7.1. Administrator.

(a) During the Declarant Control Period, the Declarant shall serve as administrator ("**Administrator**") of the Association. Thereafter, the Members of the Association shall determine which Owner, if any, they wish to serve as Administrator of the Association. Unless and until such determination is made and a new Owner is selected to serve as Administrator, the Declarant shall continue to so serve.

(b) Administrator shall have the right and obligation to promulgate and present to the Members each annual Operating Budget and to allocate Permitted Costs among the Members in accordance with their respective Proportionate Share. Administrator shall also implement all other obligations of the

Association and operate the Association on behalf of its Members, at least until the Development is complete and a Board comprising Directors representing five (5) Members with the obligation to pay Assessments is established.

7.2. **Manager.**

(a) The Association shall have the right, on or about the Effective Date, to enter into a management agreement (any such agreement, an “**Association Management Agreement**”) with a real estate management company for the performance by such company (any such company, in such capacity, the “**Association Manager**”) of duties on behalf of the Association generally. In connection with the foregoing, the Association may cause any such Association Manager to, among other things: (i) operate, manage and maintain the Shared Elements (ii) establish security and safety procedures for use of same; (iii) place and maintain upon the Shared Elements such signs as the Association deems appropriate for the proper identification, use and regulation thereof; and (iv) implement Association policy and perform such administrative functions as are necessary for the Association to comply with its obligations hereunder with respect to the Shared Elements.

(b) By way of example and not of limitation, any such Association Manager shall, if and as directed by the Association, (i) prepare the annual Operating Budget, (ii) notify Members and Directors of meetings and keep minutes of each Board and Members meeting, (iii) open and maintain bank accounts on behalf of the Association, provided that the Association shall retain the power to designate the signatories on any such account, (iv) bill and collect Assessments, (v) enforce the remedies of the Association provided herein for non-payment of Assessments, (vi) pay Permitted Costs and (vii) collect from each Member certificates evidencing insurance required to be obtained and maintained by such Member pursuant to this Declaration.

(c) Any Association Management Agreement shall require the Association Manager thereunder to indemnify, defend (with counsel reasonably acceptable to the Association) and hold harmless the Association and the Members, and each of their respective partners, Unit Owners, stockholders, directors, members, officers, trustees, employees, agents, successors and assigns (each, an “**Indemnitee**”) from and against any and all claims, actions, suits, proceedings, losses, costs and expenses (collectively, a “**Claim**”), including reasonable attorneys’ fees, disbursements and court costs, incurred by or otherwise asserted against any Indemnitee to the extent arising out of or resulting from any accident, injury or damage whatsoever occurring during the term of such Association Management Agreement in, at or upon the Shared Elements or from any acts or omissions of the Association Manager or its directors, officers, employees, contractors, subcontractors and agents, including a Claim resulting from (i) the Association Manager’s violation of such Association Management Agreement, (ii) the Association Manager acting outside the scope of its authority under such Association Management Agreement or (iii) negligence, fraud, malfeasance, or willful, reckless or criminal misconduct. The terms of such indemnity shall survive the expiration or earlier termination of such Association Management Agreement whether with or without cause.

7.3. **Special Rights of Declarant.** Notwithstanding anything contained in this **Article 7** or elsewhere in this Declaration to the contrary, for so long as Declarant shall retain an ownership interest in any portion of the Subject Property, Declarant shall have the right, but not the obligation, to serve as Administrator and/or Association Manager.

ARTICLE 8. MEMBERSHIP

8.1. Membership. The Association will have a single class of Members comprising each Owner of a Lot or, in the case of a Lot that is subjected to the Maine Condominium Act, the Owner of a Unit. There shall be no qualification for Membership in the Association other than being an Owner.

8.2. Acquisition and Transfer of Membership. Membership in the Association shall commence automatically upon an Owner's acquisition of the fee interest in a Lot or Unit, except that with respect to Declarant, Membership shall commence upon the recording of this Declaration. No Member shall be permitted to sell or otherwise convey a Lot or Unit owned by that Member, unless and until all unpaid Assessments and other amounts required to be paid shall have been paid in accordance with this Declaration. Effective upon conveyance of a Lot or Unit, Membership of the grantor in the Association automatically shall terminate and the grantee of such Lot or Unit shall automatically become a Member, subject to this Declaration and the Bylaws.

8.3. Quorum; Voting.

(a) Following the Declarant Control Period, the Members shall appoint Directors to serve on the Board in accordance with Article 9.1, and all actions by or votes of a Member shall be implemented and cast by the Director appointed by the Member. The presence of 60% of Directors appointed by Members shall constitute a quorum of Members at a duly called meeting of Members. When a vote of the Members is referred to herein, it shall mean a vote of the Directors appointed by the Members. The term "vote of a majority of Members" thus shall have the same meaning as "vote of a majority of Directors" as discussed in Article 8.

(b) The number of votes allocated to each Director acting on behalf of the Members by whom he was appointed is the number obtained by (x) taking the cumulative total of the Proportionate Shares of the Members by whom he was appointed and (y) *multiplying by* 100. The total votes of the Members and Directors thus equal 100.

(c) The Association shall calculate the initial Proportionate Share and number of votes attributable to each Member (and its appointed Director) on the Effective Date. As new initial Members are added to the Association and/or as additional Units are added to the Development, the Proportionate Share for all Members will change. Accordingly, each time a new Member is added to the Association and/or additional Units are added to the Development, the number of votes attributable to each Member-appointed Director will change as well. Accordingly, the Association shall recalculate the Proportionate Share and number of votes attributable to each Member and Director effective as of the date of the addition of each new Member and/or additional Units are added to the Development. Such recalculated Proportionate Share and number of votes per Member shall be effective as of the date such addition of new initial Member or Units.

(d) When Members or Directors are to vote on any matter requiring a vote or consent of a specified percentage of Members, such requirement shall mean the vote or consent of Directors representing Members holding that percentage of votes, at duly called meeting of the Members or Directors.

(e) Only Directors, acting on behalf of the Members by whom they were appointed, shall have

the right or be entitled to: (i) attend or participate in Association or Board meetings, whether regular or special, open or closed, (ii) bring any matter to the attention of or present any item for consideration or vote by the Members or Directors, or (iii) vote on any matter that is put to a vote of the Members or Directors.

8.4. Suspension of Voting Rights. Any Member who fails to pay its allocated Assessments or any other charges or assessments provided for herein within sixty (60) days after the due date thereof shall have all voting rights as provided herein (*i.e.*, both the voting rights of the delinquent Member and the voting rights of its Director) suspended until such amounts plus any accrued interest and Late Charges arising hereunder are paid in full.

ARTICLE 9 ORGANIZATION OF ASSOCIATION

9.1. Board of Directors and Officers.

(a) The affairs of the Association shall be managed and conducted by a Board of Directors. No compensation shall be paid to any Director or officer of the Association. Approvals given or actions taken by the Board in accordance with this Declaration and the Formation Documents shall be approvals given or actions taken by the Association.

(b) Except as otherwise provided herein below, during the Declarant Control Period, the Board of Directors of the Association shall be composed of three (3) natural persons appointed by the Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Lot Owners. As the Lots are developed, the number of Directors shall be increased as follows:

- a. For any Developed Lot that is subjected to the Condominium Act, the number of Directors will be increased by one (1) Director at such time as 75% of the Units have been conveyed to parties other than the Declarant, and the Director shall be elected by the Members who are members of the sub-association; *except that* the Developed Lots within the Woodland Village Neighborhood will be treated as one Lot for the purposes of this subsection, and the members of the separate sub-associations within the Woodland Village Neighborhood will be entitled to collectively appoint one Director at the earlier of: (a) seven (7) years from the date of the recording of this Declaration; or (b) such time as 75% of the Units within the whole of the Woodland Village Neighborhood have been conveyed to parties other than the Declarant.
- b. For any Undeveloped Lot that is subjected to the Condominium Act, the number of Directors will be increased by one (1) Director at such time as 10 the Units have been conveyed to parties other than the Declarant, and the Director shall be elected by the Members who are members of the sub-association.
- c. For all of the Developed Lots that are subjected to a Declaration of Restrictive Covenants, Conditions and Restrictions creating a homeowners sub-association, the number of Directors will be increased by one (1) Director at such time as 75% of all

of the Lots within any such homeowners sub-association have been conveyed to parties other than the Declarant, and the Director shall be elected by all of the Members who are members of such a homeowners sub-association and by the Members who are owners of the single-family homes within the Development, which Members shall be treated as members of the sub-association for the purposes of electing and being represented by a Director.

d. Notwithstanding the above, the Board of Directors shall have the right, but not the obligation, at its sole discretion, to allow the Owner(s) of a Lot to appoint a Director before the thresholds of non-Declarant ownership are met for any given Lot.

(c) At the expiration of the Declarant Control Period, all members of the Board of Directors appointed by the Declarant shall resign and the remaining Directors shall elect new members of the Board of Directors in accordance with the Bylaws.

9.2. **Quorum.** The presence of Directors representing 60% of the then existing Directors at a duly called meeting of the Board, shall constitute a quorum of the Board for the transaction of business.

9.3. **Voting.**

(a) Each Director representing Members in good standing (*i.e.*, current in its payment of Assessments and not otherwise in default under this Declaration), shall be deemed to have been allocated such Members' votes (determined as set forth in **Section 8.3(c)** hereof) to cast on behalf of such Member at all meetings of the Board at which a quorum is established. Each Director will have the right to cast such votes, but only as a single block, for all items voted upon at all meetings of the Board. Following the establishment of any Parcel as a Condominium, until such time as the board of managers of such Condominium shall designate the person who shall act as such Member's Director on the Board, the elected or acting president of the board of managers of such Condominium shall automatically be such Member's Director on the Board and shall cast any and all votes on behalf of such Member on matters requiring a vote of the Directors.

(b) At a meeting where a quorum is established, the affirmative vote of a majority of the Board shall be the act of the Board, unless a different percentage of votes is required by the Formation Documents, this Declaration or the Nonprofit Corporation Act. The phrase "vote of a majority of the Board" as used in this Declaration and the Formation Documents means the casting of a majority of the total votes entitled to be cast by all Directors present at a meeting of the Board at which a quorum is established when the vote is taken.

(c) Notwithstanding the foregoing or anything other provision of this Declaration or the Formation Documents, this Declaration may be amended only by unanimous consent of Members. Prior to the date all Owners are entitled appoint Directors, the consent of all other Persons then owning an interest in the Subject Property shall be required as well to any amendment to this Declaration.

(d) Except for the Director appointed by each Member (which, in the case of a Member that is a Condominium, shall be an individual designated by the board of managers of the Condominium as its appointed Director on the Board), no other Person shall have the right or be entitled to: (i) attend or participate in Board meetings, whether regular or special, open or closed, (ii) bring any matter to the attention of or present any item for consideration or vote by the Board except through its Director, or

(iii) vote on any matter that is put to a vote of the Board.

9.4. **Personal Liability.** To the fullest extent permitted by applicable law, as amended from time to time:

(a) No past or present Director, officer or employee of the Association shall be personally liable to the Association, any Member, any Interest Holder or any other Person, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any past or present Director, officer, employee, contractor, consultant, counsel, managing agent or other agent or representative of the Association; unless, however, such damage, loss or prejudice occurred as the result of such Director's (or officer's or employee's) failure to act in good faith, negligence, bad faith actions or inactions or willful or intentional misconduct, in which case the limitations on liability set forth in this paragraph shall not apply.

(b) Subject to the exclusions from limitations on liability listed in the previous paragraph, the Association shall indemnify, hold harmless and defend Declarant (and each Member comprising Declarant and their respective affiliates, members, agents and employees) and every past and present Member, Director, officer and employee of the Association (in their capacity as such) from liability incurred by virtue of their involvement with the Association.

ARTICLE 10. ASSESSMENTS

10.1.

(a) Annual Assessments. The Association shall, from time to time, commencing with the Effective Date and at least once each year thereafter, determine the Association Costs for that year and allocate Assessments (in the applicable **Proportionate Share**) to each Member then required to pay such Association Costs. In implementing the foregoing, the Association shall, in each year, commencing with the year in which the Effective Date occurs, adopt the annual Operating Budget and establish, levy and assess the following: (i) annual assessments or charges for Permitted Costs (individually, a "**Regular Assessment**," and collectively, "**Regular Assessments**"), and (ii) special assessments or charges, as necessary for a Permitted Cost or as otherwise provided in this Declaration (individually, a "**Special Assessment**," and collectively, "**Special Assessments**").

(b) Shared Utility Assessments. In addition to the Assessments levied in accordance with paragraph 10.1(a) above, the Association shall collect from the Members such Member's Proportionate Share of the Shared Utility Costs, which costs shall be collected as Assessments. Provided, however, that in the event that a Member arranges for separate metering or sub-metering of any utility that is included as a Shared Utility Cost as of the Effective Date, such that the Member pays the utility provider directly for such service, said Member shall no longer be responsible for payment to the Association of its Proportionate Share of the costs associated with that Shared Utility. Thereafter, responsibility for the Shared Utility shall be borne only by those Members who have not arranged for separate or sub-metering, and the Proportionate Share of the Shared Utility Cost shall be reallocated, reducing the denominator by the number of separately metered or sub-metered Units.

(c) Limited Shared Assessments. The Limited Shared Expenses shall be assessed solely against each Unit benefited except as otherwise provided in this Declaration; if a Limited Shared Expense

benefits more than a single Unit, but fewer than all of the Units, that Limited Common Expense shall be divided proportionally, according to square footages among those Units benefited.

(d) The term “**Assessments**” shall refer to, collectively, Regular Assessments, Special Assessments, Shared Utility Assessments, and Limited Element Assessments.

10.2. **Agreement to Pay.** Each Member of the Association shall be deemed to covenant and agree (whether or not it shall be so expressed in any deed or instrument of conveyance or declaration establishing a Parcel as a Condominium), to pay to the Association, any and all Assessments attributable to its Lot or Unit as provided herein. Notwithstanding the fact that the Members may be members of sub-associations, and that the Association may collect Assessments from the sub-associations as a matter of convenience, each Member of a sub-association shall be personally liable for the Assessments attributable to the Member’s Lot or Unit.

10.3. **Purpose of Assessments.**

(a) The purpose of Assessments shall be to fund the following costs of the Association (each, a “**Permitted Cost**” and collectively, the “**Permitted Costs**”): (i) Association Costs, (ii) costs of labor, equipment, materials, management and supervision associated therewith, (iii) reserves and payment of operating deficits (if any) sustained in one or more prior years, (iv) administrative and other operating costs of the Association, (v) costs of implementing such other actions as are consistent with, and in furtherance of, the Association’s purposes and obligations set forth in this Declaration.

(b) To the extent the Association incurs an expense that is a Permitted Cost but was not budgeted to be paid as part of the Regular Assessments, the Association may impose a Special Assessment against all Members (or against a specific Member, as described in the following paragraph), to pay for that Permitted Cost.

(c) To the extent a Permitted Cost or any other cost is incurred by the Association as a result of the actions or inactions of any Member (or any Unit Owner owning a Unit in the Condominium that is a Member), or such Member’s (or Unit Owner’s) tenant, licensee, agent, contractor, employee or invitee, the Association may impose a Special Assessment against the applicable Member in the amount incurred by the Association (plus interest thereon and any and all attorneys’ fees and disbursements incurred in connection therewith), and the other Members shall not be liable for same. If the Member is a Condominium, the board of managers may provide in its Condominium Documents that any such Special Assessment assessed by the Association arising out of the actions or inactions of a Unit Owner or its tenant, licensee, agent, contractor, employee or licensee, may in turn be specially assessed by the board of managers against that Unit Owner and failure of Unit Owner to pay same shall be treated as failure to pay common charges of the Condominium.

10.4. **Assessment Commencement; No Exemptions.**

(a) Assessments shall not be imposed by the Association or payable by Members, until after the Effective Date. As of the Effective Date, the Association shall promulgate the Initial Budget, and any Member shall thereafter be obligated to pay Assessments based on that initial budget.

(b) The Initial Budget and Assessments based thereon shall be adjusted according to the number of months remaining in the fiscal year of the Association (as the same shall be established by the Board)

in which the first Assessments are payable. Assessments shall thereafter be levied on a full year basis. At least fifteen (15) days prior to the end of each fiscal year of the Association, the Association shall provide each Member then obligated to pay Assessments with written notice of the Assessment attributable to said Owner's Lot due for the next fiscal year of the Association. Regular Assessments shall be due and payable monthly unless the Association determines to require payment on a different basis.

(c) Dissatisfaction with the quantity or quality of any maintenance or services furnished with respect to the Shared Elements shall not be grounds for withholding or failure to pay any Assessment. Likewise, no Member shall deem itself or be deemed exempt from liability to pay Assessments for any reason, including waiver of use or enjoyment of the Shared Elements, abandonment, renunciation of membership in the Association or by claiming the quantity or quality of services are not worthy of such payment or are not as were expected by such Member at the time of acquisition of the Lot or at any other time.

10.5. Liability After Transfer; Bankruptcy.

(a) No Member shall be liable to the Association for Assessments or other Obligations assessed against a Lot owned by that Member from and after the date of closing of sale, transfer or other conveyance of fee title to that Lot by such Member, which Assessments or Obligations are applicable only to the period from and after the date of such conveyance. However, the grantee of a Lot shall be jointly and severally liable with grantor for unpaid Assessments and other Obligations assessed against that Parcel up to the date of conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor.

(b) Upon conveyance of fee title to a Lot to a grantee through a sale or other transaction, a proceeding arising out of a Member's bankruptcy or liquidation, as a gift or donation, or pursuant to foreclosure or deed in lieu of foreclosure, or through any other means whatsoever, or upon conveyance of more than a 50% ownership interest in a Member, all then unpaid Assessments and other Obligations on that Parcel due and owing shall be paid out of sales proceeds or otherwise by transferee or transferor, to the Association.

(c) Any Person acquiring a Lot or Unit through foreclosure or by deed in lieu of foreclosure, through a sale or other proceeding arising out of an Owner's bankruptcy or liquidation, through purchase, gift or donation, or through any other means whatsoever, shall be liable for all unpaid Assessments and other Obligations assessed against the Parcel and due as of the date of such Person's acquisition of title to such Parcel.

(d) If a petition in bankruptcy is filed by or against a Member, or if a trustee, receiver or similar official is appointed to administer a Member's assets, the Member, trustee, receiver or other official shall remain obligated to pay, and the Parcel shall continue to be subject to, Assessments and other Obligations, if any, for the entire duration of any bankruptcy or other reorganization proceeding.

10.6. Assessment Lien; Priority; Personal Obligation. All sums assessed by the Association as an Assessment against a Lot or against a Unit pursuant to this Declaration but unpaid, together with Late Charges, interest, attorneys' fees and disbursements and other costs incurred in connection with collection of same (such Late Charges, interest, attorneys' fees, disbursements and other costs collectively, "**Obligations**"), shall be a charge and shall constitute a continuing lien against such Lot or

Unit (such Assessment and Obligations, collectively, the “**Assessment Lien**”). Said Assessment Lien shall have the same priority as a lien assessed by a condominium association in accordance with the Condominium Act. The Assessment Lien also shall be the personal obligation of the Owner of the Lot (or Unit Owner, as applicable, as described below) at the time assessed.

10.7. Assessments to a Sub-Association. Following the establishment of a Sub-Association within the Development:

(a) The Assessment by the Association against a Lot upon which a Condominium or against Lots upon which a Sub-Association is established shall in turn be assessed by such Sub-Association’s board of managers against each Unit in each such Unit’s applicable Unit Proportionate Share, as part of the common charges assessed against Units to pay common expenses. Accordingly, the Assessment Lien assessed against a Lot established as a Condominium shall be a charge, and shall constitute a continuing lien, against each individual Unit within such Condominium, proportionately allocated to each such Unit based on each such Unit’s applicable Unit Proportionate Share as well. Such Unit Proportionate Share of the Assessment Lien shall also be a personal obligation of the Unit Owner owning such Unit at the time the Assessment was assessed against the Parcel.

(b) The board of directors of the Condominium shall be obligated to act in accordance with law and the applicable condominium declaration establishing such Condominium to collect unpaid common charges and other assessments, if any, from its Unit Owners. Such board of managers shall use the common charges so collected for, among other things, payment of Assessments and other Obligations to the Association. However, if such board of managers fails to pay Assessments and other Obligations assessed against it as a Member of the Association as and when due (whether or not such board of managers has collected common charges sufficient to cover same), the Association may take action against such board of managers or against the individual Unit Owners owning Units within such Condominium to collect all such unpaid sums. The liability of each Unit Owner for the Assessment Lien shall be limited to an amount equal to such Unit Owner’s Unit Proportionate Share of the Assessment Lien due.

(c) If the board of managers of a Condominium fails to pay the Assessments and Obligations assessed by the Association to the board of managers as a Member of the Association, then upon payment by or on behalf of a Unit Owner to the Association of the Unit Owner’s Unit Proportionate Share of such Assessments and Obligations assessed against such Member, such Unit shall be released by the Association from the Assessment Lien and the Unit Owner shall have no further personal liability therefor with respect to its Unit so released.

10.8. Right to Maintain Surplus. The Association shall not be obligated in any fiscal year to spend all sums collected in such year by way of Assessments or otherwise, and may carry forward as surplus any balances remaining. The Association shall not be obligated to apply any such surplus to reduction of the amount of Assessments in the succeeding fiscal year, but may carry forward from year to year such surplus as the Association in its absolute discretion may determine to be desirable to effectuate the purposes of the Association.

10.9. Assessment Certificates. Upon written request of a Member, the Association shall, within a reasonable period of time, issue and furnish a certificate in writing signed by an officer or designee of the Association setting forth with respect to such Lot (or if applicable, Unit) as of the date of such certificate, (i) whether the Assessments, if any, have been paid, (ii) the amount of such Assessments,

including interest and costs, if any, due and payable as of such date, and (iii) whether any other amounts or charges are owing to the Association (*e.g.*, for the cost of extinguishing a violation of this Declaration). A reasonable charge, as determined by the Association, may be imposed for the issuance of such certificates. Any statement, certificate or other information regarding status of assessments and other charges which is duly issued as herein provided by the Association shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the property in question, but in no event shall any Member, Owner or Interest Holder be entitled to avoid the payment of Assessments or Obligations arising hereunder otherwise payable by it on the basis of a certificate, statement or other information issued to a third party that contains a mistake concerning the status of Assessments or Obligations arising hereunder.

10.10. Assessment of Maintenance Costs Resulting from Interest Holder's Negligence. Any maintenance, repair or replacement of any portion of the Shared Elements made or incurred by the Association in accordance with its responsibilities and obligations hereunder and occasioned by the negligent or willful act or omission of any Interest Holder (or the tenant, contractor, agent, employee, invitee or licensee of any Interest Holder), shall be made at the cost and expense of such Interest Holder. Subject to **Section 5.4** of this Declaration, if such maintenance, repair or replacement is performed and/or paid for by the Association, the cost of same shall be considered a Special Assessment allocable to the Lot in conjunction with which the cost arose. Such cost shall be added to the Regular Assessment attributable to such Lot and, as part of that Assessment, shall constitute a lien on such Lot to secure the payment thereof (and it shall be left to the sole discretion of any Member so assessed whether to attempt to recover such cost from the culpable Person, including a Unit Owner if applicable). The decision of the Board shall be final and binding as to whether any need for repair is caused by any willful or negligent act of any Person described in the first sentence of this section.

10.11. Improper Use of Shared Elements. In the event any portion of the Shared Elements is being used by any Interest Holder in a manner that violates this Declaration, the By-laws or any of the Project Documents, the Association shall give written notice thereof to the applicable Member and its appointed Director and make demand that enforcement and/or corrective action be taken by such Member, within five (5) business days of the date of the notice (or within such shorter period of time as the Board may specify in such notice if such violation threatens the health, safety or welfare of any Person or poses an imminent threat to person or property). In any event, such Member shall be jointly and severally liable with any culpable Interest Holder for any violation, and the Association may enforce any and all remedies available to it against such Member, such Interest Holder or all of them at any time and in any order. If at the expiration of the applicable period the requisite enforcement and/or corrective action has not been taken by such Member or Interest Holder, as applicable, then the Association shall be authorized and empowered to take direct action against the Member or culpable Unit Owner or other Person. The costs of any action taken by the Association as set forth herein, including incidental costs and attorneys' fees, shall be added to and become a part of the Regular Assessments to which such Member is subject (and it shall be left to the sole and absolute discretion of any Member so assessed whether to attempt to recover such cost from the culpable Interest Holder, including a Unit Owner, if applicable).

ARTICLE 11.
NON-PAYMENT OF ASSESSMENTS; ENFORCEMENT

11.1. Non-Payment of Assessments.

(a) Any Assessment, or installment thereof, not paid when due shall be deemed delinquent, and a Member shall be in default under this Declaration for such non-payment.

(b) If an Assessment or any installment thereof is not paid within ten (10) days after the due date, the Association may impose a late charge or charges in the minimum amount of 6% of the overdue amount or such other amount in excess thereof as the Association deems reasonable (collectively, the “**Late Charges**”).

(c) If an Assessment or any installment thereof is not paid within thirty (30) days after the due date, then the Assessment shall be deemed delinquent, and the Assessment plus any Late Charges thereon, shall bear interest compounded monthly from such date of delinquency in the amount of not less than 5% over the prevailing “prime rate” established from time to time by *[specification of date]*, (or such other Clearinghouse bank reasonably selected by the Board). If the rate to be charged would exceed the maximum rate permitted by law, the rate shall be deemed reduced to the maximum legal rate.

(d) The Association shall take prompt action to collect Assessments previously imposed by the Association which remain unpaid for more than ninety (90) days from the due date for payment thereof. In so doing, the Association may bring an action at law or in equity for collection of the Assessment, interest thereon, Late Charges and the costs and expenses of collection, including attorneys’ fees and expenses, against the Owner personally obligated to pay the same. If the default is by the Owner of a Parcel upon which a Condominium has been established, then the action at law or equity may be brought against each Unit Owner owning Units within such Condominium for the applicable Unit Proportionate Share of the amount owed. Any suit to recover a money judgment for unpaid Assessments, Late Charges and the associated costs of collection as described in the previous sentence, may be maintained without waiving the Assessment Lien securing the same, should the suit be brought under circumstances where the Association holds such an Assessment Lien.

11.2. Enforcement.

(a) The Association shall have the right to enforce its Assessment Lien against the Lot or Unit, as applicable by all methods available for the enforcement of liens against real property, including foreclosure and sale. The cost of such proceedings, including attorneys’ fees and expenses, shall be added to the amount of such Assessment, accelerated installments, if any, Late Charges and interest, and shall be treated as an Obligation of the Association secured by the Assessment Lien.

(b) In connection with its Assessment Lien, the Association may (x) file a notice of lien in the Cumberland County Registry of Deeds (but such filing shall not be necessary to perfect or establish the priority of such continuing lien), and (y) establish a fixed fee to reimburse the Association for its cost in recording such notice of lien, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as an Obligation secured by the Assessment Lien hereunder.

ARTICLE 12. CONDEMNATION

12.1. **Notice of Condemnation of Shared Elements.** A Member who is an Owner of a Parcel containing any portion of the Shared Elements which becomes the subject of a condemnation or eminent domain proceeding (such Member, an “**Affected Member**”), shall send written notice to the Association and all other Members of any such condemnation or eminent domain proceeding affecting such portion of the Shared Elements, of which the Affected Member has actual notice, promptly upon receipt of such notice.

12.2. **Action to Contest Condemnation.** The Affected Member shall have the exclusive right to contest and settle, at such Member’s sole cost and expense, any condemnation or eminent domain proceeding (i) which is directed at taking any portion of the Affected Member’s Parcel on which is located any portion of the Shared Elements, or (ii) which touches upon, concerns or affects the use of any such portion of the Affected Member’s Parcel subject to the Project Documents (and, if applicable, the Condominium Documents governing the Affected Member’s Parcel). The cost of any such contest by the Affected Member shall not be a Permitted Cost. Neither the Association nor any Member shall impair or prejudice the action of the Affected Member in contesting such condemnation.

12.3. **Obligation to Restore.** Subject to the Project Documents, in the event of a taking in condemnation or by eminent domain of part or all of the Shared Elements, the award respecting the same shall be paid to the Affected Member. Except as may be set forth in the Project Documents, or in the declaration establishing a Condominium on a Parcel impacted by a condemnation or eminent domain proceeding, a Member shall not be obligated to restore any Improvements on a Parcel following any taking through condemnation or eminent domain.

12.4. **Disputes.** In the event of any dispute with respect to the allocation of an award, or any obligation to restore, the matter shall be submitted to Arbitration.

ARTICLE 13. INSURANCE

13.1. **Association Obligations.** The Association shall obtain comprehensive public liability insurance in such amounts as it shall deem desirable, insuring the Association, Board and Manager, if any, from liability in connection with the Shared Elements, which policies shall name all Members as additional insureds. Such policy shall provide coverage of at least \$2,000,000.00 for bodily injury and property damage for any single occurrence resulting from the operation, maintenance or use of the Shared Elements, and coverage for any legal liability resulting from law suits related to employment contracts in which the Association is a party. Such policy shall name the owners of the Lots as additional insured and shall provide for at least ten (10) days’ written notice to the Board, to the owners of the Lots, and to each holder of a first mortgage on any Lot before the insurer can cancel or substantially modify it. Also, the Board shall have authority to purchase worker’s compensation insurance and insurance to indemnify the Directors and Officers for losses in managing the Association’s affairs. The premiums for all the aforementioned insurance coverage shall be a common expense. Each Owner, at his own cost, shall be responsible for his own insurance on his own Lot and his additions and improvements thereto and decorations and furnishings, personal property therein and stored elsewhere on the Lot, and the Owner’s personal liability to the extent not covered by the liability insurance provided by the Association.

The Board shall obtain fidelity bond coverage for anyone who either handles or is responsible for funds held or administered by the Association. Such fidelity bonds shall name the Association as an

obligee and shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expense for the Association, including any reserves.

13.2. **Declarant-Owned Lots.** For so long as Declarant owns and operates a Lot as residential rental property, Declarant shall have the option to maintaining public liability insurance on those Shared Elements located on the said Lot, provided that all such policies shall be in the amounts required in Section 13.1 and shall name the Master Association as an additional insured.

13.3. **Sub-Association Obligations.** Sub-association shall name the Master Association as an additional insured under any policies that it is required to maintain pursuant to its governing documents.

13.4. **Restoration or Reconstruction of Shared Elements After Fire or Other Casualty.** Unless otherwise agreed by the Members, neither the Association nor any Member shall be obligated to restore any portion of the Shared Elements, Association Property or other Improvements on a Parcel which has been damaged by fire or other casualty, except as may be set forth in the Project Documents, or in the declaration establishing a Condominium on that Parcel, following such fire or other casualty.

ARTICLE 14. TERM; AMENDMENTS; DISSOLUTION

14.1. **Duration and Termination.** This Declaration and the Association shall continue in full force and effect in perpetuity unless and until there is an affirmative vote to terminate this Declaration and dissolve the Association by a unanimous vote of the Members at a duly called meeting of the Members held for such purpose. Any such vote and determination shall be subject in all respects to any and all applicable requirements of the Restrictive Declaration.

14.2. Amendments.

(a) During the Declarant Control Period, this Declaration may be amended from time to time by a vote of the majority of the Directors. Thereafter, this Declaration may be amended from time to time only by a vote of a majority of the Members acting through the Directors appointed by same, voting at a duly called meeting of the Members and their Directors. Notice of such vote, containing the date, time and place of the meeting and a copy of the proposed amendment, shall be mailed or delivered by the Association to all Members and each Director at least fifteen (15) days prior to the date of the meeting.

(b) The Association, upon the initiative of the Board or pursuant to a written petition signed by the Director designated by a particular Member and delivered to the Board, may propose an amendment to this Declaration to the Members. If the amendment is proposed by petition to the Board as provided in the previous sentence, the Board shall be obligated to present it to the Members for a vote.

14.3. **Disposition of Assets Upon Dissolution of Association.** Upon dissolution of the Association, Association Property, if any shall exist, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

ARTICLE 15.
SPECIAL PROVISIONS

15.1. Transferee and Interest Holder Acknowledgements.

(a) Each Person (including any Interest Holder) acquiring a fee or leasehold interest in a Lot or any portion thereof (including, without limitation, any Unit) or any other portion of the Subject Property, or otherwise occupying any portion thereof (whether or not the deed, lease or any other instrument incorporates or refers to this Declaration), covenants and agrees for himself, herself, themselves, or itself, and for his, her, their or its heirs, successors and assigns, (a) to observe, perform and be bound by the provisions of this Declaration, (b) that, by acceptance of a deed, lease or such other instrument with respect to all or any part of a Lot (including, without limitation, any Unit), such Person expressly assumes the obligations to pay Assessments imposed to carry out the Association's obligations under this Declaration. The foregoing recital shall be incorporated in every deed conveying title to a Lot or Unit and every declaration establishing a Parcel as a Condominium, however, failure to include these provisions shall not relieve a Member or Unit Owner from the obligation to comply with same.

(b) Each Person (including any Interest Holder) acquiring a fee interest in a Lot or Unit vests in the Association, or its agents, the right and power (x) to bring all actions against such Person for collection of Assessments and other Obligations, and (y) where applicable, to enforce the Assessment Lien hereunder by all methods available for the enforcement of liens against real property, including foreclosure. Each such Person, by acceptance of any such instrument, expressly grants the Association a power of sale in connection with such foreclosure.

15.2. Incorporation into Instruments of Conveyance. The requirement in **Section 14.1(a)** shall be satisfied by a reference in the deed, lease or occupancy agreement to this Declaration and the provisions thereof. Failure to include the specific provisions of this Declaration in any such deed, lease or occupancy agreement, shall not relieve any Person acquiring the interest conveyed thereby (any such Person, a "**Bound Party**") from any obligations under this Declaration, nor shall it render the Bound Party liable to the Association for damages. The Association shall, however, have the right to require that the Bound Party reform its document so as to specifically comply with the foregoing obligations hereunder.

15.3. Mortgagee Provisions.

(a) A Recognized Mortgagee will be entitled to receive written notification from the Association of: (i) any proposed termination of the Association; (ii) any delinquency in payment of Assessments with respect to a Parcel owned by the Member that is its borrower where such delinquency has existed for thirty (30) days following notice from the Association to the Member that same is due; and (iii) any other material violation of or default under this Declaration by the Member that is its borrower that has existed for sixty (60) days following notice from the Association to the Member of such violation.

(b) A Recognized Mortgagee receiving a notice of a Member's delinquency in payment of Assessments pursuant to clause (a) of this Section shall have a period of thirty (30) days to cure the default by paying all the past due Assessments, which period shall commence on the date the Member's cure period expires without Member having cured such delinquency and shall run for 30 days from the

last day of Member's cure period. During this 30-day period the Association shall not commence proceedings to foreclose its Assessment Lien, and in any event, the Association will not seek issuance of a judgment of foreclosure until after expiration of the 30-day period.

(c) If a receiver is appointed by a Recognized Mortgagee or any other mortgagee of a Parcel or holder of a lien on a Parcel, the mortgagee or lien holder shall become liable for Assessments from and after the date the receiver is appointed.

15.4. Condominium Provisions.

(a) The by-laws of any Condominium shall be deemed to have incorporated into them the requirement that if a holder of a mortgage on a residential Unit, or a holder of a recorded mortgage on any other Unit, requires notice of any of the actions by the Association, it shall be the obligation of the board of directors of such Condominium, not the Association, to provide such information to the mortgagee. Accordingly, the Association shall have no obligation to provide notice of any actions to the holder of a mortgage on a residential Unit, or to a holder any recorded mortgage on any other Unit.

(b) The by-laws of any such Condominium shall be deemed to have incorporated into them the requirement that if a mortgagee of a Unit desires to receive notice from the Board pertaining to particular actions of its borrower, the Condominium or the Association, such mortgagee must provide to the board of managers of such Condominium written notice including its name and address, and a list of the information as to which it requests notice, consistent with the Bylaws and this Declaration. Upon the Association's written request from time to time, such board of managers shall furnish the Association with a list of the names and addresses of each mortgagee of a Unit in the Condominium of which the board of managers has received notice pursuant to the provisions of the foregoing sentence.

(c) **Multiple Person Owners.** If any Lot is owned by more than one Person, all Persons comprising Owner shall give to the Association a single written statement, executed and acknowledged by all of them, in form proper for recording, which shall (a) designate one Person, having an address in the State of Maine to whom shall be given, as agent for all Persons comprising Owner, all notices thereafter given to such Owner, (b) designate such Person, as agent for the service of process in any action or proceeding against such Owner, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations hereunder and (c) designate such Person, as agent for Owner, as having the authority to exercise all approval and consent rights of such Owner hereunder and to bind the Persons comprising Owner. Thereafter, until such designation is revoked by notice given by all Persons comprising Owner or their successors in interest, any notice, and any summons, complaint or other legal process or notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this Section collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the Persons comprising Owner at the same time that such notice or legal process is given to, or served upon, such agent. If the Persons comprising Owner shall fail so to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked as aforesaid and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the Persons comprising Owner as agent for Owners and such notice or legal process shall be deemed to have been given to, or served upon, Owner at the same time that such notice or legal process is given to, or served upon, any one of the Persons comprising Owner and each of them shall be deemed to have appointed each of the other Persons comprising Owner as agent

for the receipt of notices and the service of legal process as stated above. An Owner that is a board of managers of a Condominium is not deemed a “multiple owner” for purposes of this Section.

ARTICLE 16. GENERAL PROVISIONS

16.1. **Headings and Captions.** The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretation of the content thereof.

16.2. **Notice.** Any notice required under this Declaration to be sent to any Person shall be deemed to have been properly given five (5) days after mailing, certified mail with postage prepaid, to the last known address of the Person appearing as such on the records of the Association at the time of such mailing, except notices of change of address which shall be deemed to have been given when received.

16.3. **Conflict with Laws.** The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or item prohibited by applicable zoning laws, or laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

16.4. **Dispute Resolution.** Disputes under this Declaration (e.g., between Members or between Members and the Association) in connection with Assessments, withholding or delaying consent, acting in accordance with this Declaration, or any other instances pursuant to this Declaration where a dispute cannot be resolved among the parties themselves, shall be resolved through Arbitration.

16.5. **Enforceability.** The provisions of this Declaration shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all Members), and by any Member and said Member’s successors and assigns, through actions at law or by suits in equity.

16.6. **No Waiver by Failure to Enforce.** The failure of any beneficiary hereof to enforce any provision of this Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto.

16.7. **Effect of Unenforceability or Invalidity of Provision of Declaration.** The determination by any court that any provision of this Declaration is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

16.8. **Reliance on Documents.** In making determinations or taking any action pursuant to this Declaration or otherwise, the Association may rely and/or act on any document or instrument believed by the Association in good faith to be genuine and executed by the proper party.

16.9. **Right of Association to Transfer Interest.** Notwithstanding any other provision herein to the contrary, but subject to the provisions of the Restrictive Declaration and all other Project Documents, the Association and its successors shall at all times have the absolute right to fully transfer, convey and assign its right, title and interest under this Declaration to any successor not-for-profit corporation, association or trust. Upon such assignment, the successor corporation, association or trust shall have all the rights and be subject to all the duties of said Association as set forth in this Declaration and shall be deemed to have agreed to be bound by all provisions hereof, to the same extent as if the

successor corporation, association or trust had been an original party. Any such assignment shall be accepted by the successor corporation, association or trust under a written agreement pursuant to which the successor corporation, association or trust expressly assumes all the duties and obligations of the Association.

16.10. **Right of Association to Transfer Functions.** Unless otherwise specifically prohibited herein or the Formation Documents, any and all functions of the Association shall, upon duly adopted vote of the Members, be transferable in whole or in part to any other property owners' association or similar entity satisfying the applicable requirements of the Project Documents, or to the Town of Brunswick.

16.11. **Change of Circumstances.** Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

16.12. **Gender and Number.** Wherever the context of this Declaration so requires, words used in the neuter gender shall include the masculine and feminine genders, words used in the masculine and feminine genders shall include the neuter gender; words in the singular shall include the plural; and words in the plural shall include the singular.

16.13. **Remedies Cumulative.** Each remedy afforded the Association herein is cumulative and not exclusive.

16.14. **Ratification of Prior Acts.** The authority given the Association and Declarant hereunder shall be deemed retroactive and any and all acts authorized hereunder, whether performed heretofore or hereafter by the Association and/or Declarant, are hereby ratified and affirmed in all respects.

16.15. **Counterparts.** This Declaration may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the Persons comprising Declarant shall bind each such Person as if they had each executed the same counterpart.

In Witness Whereof, Brunswick Landing Venture, LLC, the Declarant, has caused this instrument to be executed by Cross Mocerri, in his capacity as Manager of Presidium Brunswick Manager, LLC, which is Manager of Shipyard Ventures, LLC, the sole Member of Brunswick Landing Venture, LLC, hereunto duly authorized, as of the 1st day of ~~October~~ Nov., 2018.

Witness:

Camp Vogel

Brunswick Landing Venture, LLC
By: Shipyard Ventures, LLC, Member
By: Presidium Brunswick Manager, LLC, Manager
By: *C*
Cross Mocerri, Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

October 30, 2018

Then personally appeared the above-named Cross Mocerri, Manager of Presidium Brunswick Manager, LLC, which is Manager of Shipyard Ventures, LLC, the sole Member of Brunswick Landing Venture, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,

Camp Vogel
Notary Public *Attys at Law*
Print Name: *Camp D. Vogel*
My Commission Expires: *N/A*

**FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS**

**BRUNSWICK LANDING MASTER HOMEOWNERS ASSOCIATION
BRUNSWICK, MAINE**

[Amends CCRD Book 35259, Page 79]

This FIRST AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS (the “First Amendment”) is executed as of this 6th day of August, 2019, by BRUNSWICK LANDING MASTER HOMEOWNERS ASSOCIATION (the “Association”), a Maine non-profit corporation. All capitalized terms not otherwise defined herein shall have the definitions provided by the Declaration.

RECITALS

WHEREAS, the Association was formed pursuant to the Declaration of Covenants, Conditions, and Restrictions dated October 31, 2018, and recorded in the Cumberland County Registry of Deeds in Book 35259, Page 79 (the “Declaration”); and

WHEREAS, the Declaration pertains to certain real property consisting of Developed and Undeveloped Lots located on property comprising a portion of the former Naval Air Station Brunswick (the “Development”); and

WHEREAS, the Declarant is the Owner of more than 75% of the Lots within the Development, and therefore is within the Declarant Control Period; and

WHEREAS, the Association, acting by and through its Directors, desires to amend the Declaration, as required by the United States Navy and pursuant to Article 14 of the Declaration, to make specific reference to a groundwater use restriction that is referenced in the chain of title to the Development and to remove an internal inconsistency contained in the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following language is added to Article 4, Section 4.3:

(k) Groundwater Use Restriction: The GRANTEE, its successors, and assigns agree that no groundwater extraction/production supply wells shall be installed or permitted, and that no access to groundwater for dewatering or other purposes shall be permitted on Parcels EDC-HSG-MAIN and EDC-HSG-TPSM without the prior written approval of the Navy and the applicable federal and state regulatory agencies, as appropriate. The groundwater use restriction does not apply to Parcel EDC-HSG-MCKN.

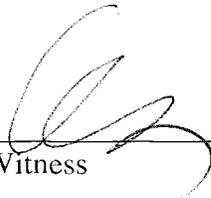
2. Article 9, Section 9.3(c) is deleted in its entirety.

Except as specifically amended herein, the Declaration as recorded shall remain in full force and effect.

All undefined capitalized terms contained herein shall have the same meaning as set forth in the Declaration.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, Brunswick Landing Master Homeowners Association has caused this Amendment to be executed as of the day and year first above mentioned.



Witness

BRUNSWICK-LANDING MASTER
HOMEOWNERS ASSOCIATION
By: 

Name: Christopher Rhoades
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

August 6, 2019

Then personally appeared the above-named Christopher Rhoades, President of Brunswick Landing Master Homeowners Association, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Brunswick Landing Master Homeowners Association.



Notary Public/Attorney-at-Law
Reid Hayton-Hull

LIMITED JOINDER OF MORTGAGEE
FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS

BRUNSWICK LANDING MASTER HOMEOWNERS ASSOCIATION

The undersigned, Bangor Savings Bank, holder of a Mortgage and Security Agreement from Shipyard Venture, LLC, dated November 1, 2018 and recorded on November 1, 2018 in the Cumberland County Registry of Deeds in Book 35259, Page 121 (the "Mortgage"), joins this First Amendment Declaration of Covenants, Conditions, and Restrictions to evidence its consent thereto.

This Limited Joinder of Mortgagee is made a part of and incorporated into the Amendment for the limited purposes expressly set forth herein, and none other. Nothing contained herein shall waive, release or otherwise impair the continuing mortgage and security interest of the lender as mortgagee and secured party under the Mortgage.

IN WITNESS WHEREOF, the undersigned have executed or caused this instrument to be executed by Shawn McKenna, its Vice President thereunto duly authorized, as of the 6th day of August, 2019.

[End of page. Execution page follows.]

WITNESS:

Brittany Brogan

BANGOR SAVINGS BANK

By: 

Name: Shawn McKenna

Its Vice President

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

August 6, 2019

Personally appeared the above-named Shawn McKenna, the Vice President of Bangor Savings Bank, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bangor Savings Bank.

Before me,

Kimberly A. Austin
Notary Public/Attorney at Law

Kimberly A. Austin
Print name

Kimberly A. Austin
Notary Public • State Of Maine
My Commission Expires December 7, 2019

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**BRUNSWICK LANDING MASTER HOMEOWNERS ASSOCIATION
BRUNSWICK, MAINE**

[Amends CCRD Book 35259, Page 79]

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “Second Amendment”) is executed as of this ____ day of _____, 2020, by BRUNSWICK LANDING MASTER HOMEOWNERS ASSOCIATION (the “Association”), a Maine non-profit corporation. All capitalized terms not otherwise defined herein shall have the definitions provided by the Declaration.

RECITALS

WHEREAS, the Association was formed pursuant to the Declaration of Covenants, Conditions, and Restrictions dated October 31, 2018, and recorded in the Cumberland County Registry of Deeds in Book 35259, Page 79, as amended by First Amendment to Declaration of Easements, Restrictions, Covenants and Conditions (the “Declaration”); and

WHEREAS, the Declaration pertains to certain real property consisting of Developed and Undeveloped Lots located on property comprising a portion of the former Naval Air Station Brunswick (the “Development”); and

WHEREAS, the Declarant is the Owner of more than 75% of the Lots within the Development, and therefore is within the Declarant Control Period; and

WHEREAS, the Association, acting by and through its Directors, desires to amend the Declaration, in order to provide for the allocation of the cost of maintenance of certain storm water structures and improvements to be constructed upon the Undeveloped Lots; which storm water maintenance expenses shall be allocated among the new lots being created upon the Undeveloped Lots that will utilize the storm water maintenance structures and improvements; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following language is added to the end of Section 3.2.

During the Declarant Control Period, the Declarant or its assigns shall have the right to develop the Undeveloped Lots and to create new roads, sidewalks and other improvements upon the Undeveloped Lots, including storm water improvements. Roads, sidewalks, other pedestrian pathways, utility improvements and storm water improvements on the Undeveloped Lots created by Declarant shall become part of the Shared Elements upon completion thereof by Declarant or

its assignee, provided that the cost of construction of any such new improvements shall be paid by Declarant or its assignee, and not by the Association.

2. A new Section 10.12 is hereby added to Article 12 of the Declaration to read as follows:

10.12 Assessments for Improvements upon Undeveloped Lots. Maintenance costs for the maintenance of Shared Elements created by the Declarant or its assigns during the Declarant Control Period on Undeveloped Lots shall become the responsibility of the Association upon completion by the Declarant or its assigns. Repair costs for repair of any Shared Elements created by the Declarant or its assigns during the Declarant Control Period on Undeveloped Lots shall become the responsibility of the Association one (1) year following the date of completion of such Shared Elements. The cost of maintenance and repair of storm water improvements upon the Undeveloped Lots shall be a Limited Shared Expense to be allocated among each of the Lots created upon the Undeveloped Lots, as such storm water improvements will serve and benefit only the new Lots created upon the Undeveloped Lots.

Except as specifically amended herein, the Declaration as recorded shall remain in full force and effect.

All undefined capitalized terms contained herein shall have the same meaning as set forth in the Declaration.

[End of page. Execution page follows.]

IN WITNESS WHEREOF, Brunswick Landing Master Homeowners Association has caused this Amendment to be executed as of the day and year first above mentioned.

BRUNSWICK LANDING MASTER
HOMEOWNERS ASSOCIATION

Witness

By: _____
Name: Christopher Rhoades
Its: President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____, 2020

Then personally appeared the above-named Christopher Rhoades, President of Brunswick Landing Master Homeowners Association, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Brunswick Landing Master Homeowners Association.

Notary Public/Attorney-at-Law

LIMITED JOINDER OF MORTGAGEE
FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS

BRUNSWICK LANDING MASTER HOMEOWNERS ASSOCIATION

The undersigned, Bangor Savings Bank, holder of a Mortgage and Security Agreement from Shipyard Venture, LLC, dated November 1, 2018 and recorded on November 1, 2018 in the Cumberland County Registry of Deeds in Book 35259, Page 121 (the "Mortgage"), joins this First Amendment Declaration of Covenants, Conditions, and Restrictions to evidence its consent thereto.

This Limited Joinder of Mortgagee is made a part of and incorporated into the Amendment for the limited purposes expressly set forth herein, and none other. Nothing contained herein shall waive, release or otherwise impair the continuing mortgage and security interest of the lender as mortgagee and secured party under the Mortgage.

IN WITNESS WHEREOF, the undersigned have executed or caused this instrument to be executed by Shawn McKenna, its Vice President thereunto duly authorized, as of the 6th day of August, 2019.

[End of page. Execution page follows.]

WITNESS:

BANGOR SAVINGS BANK

By: _____

Its _____

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2019

Personally appeared the above-named _____, the _____ of Bangor Savings Bank, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Bangor Savings Bank.

Before me,

Notary Public/Attorney at Law

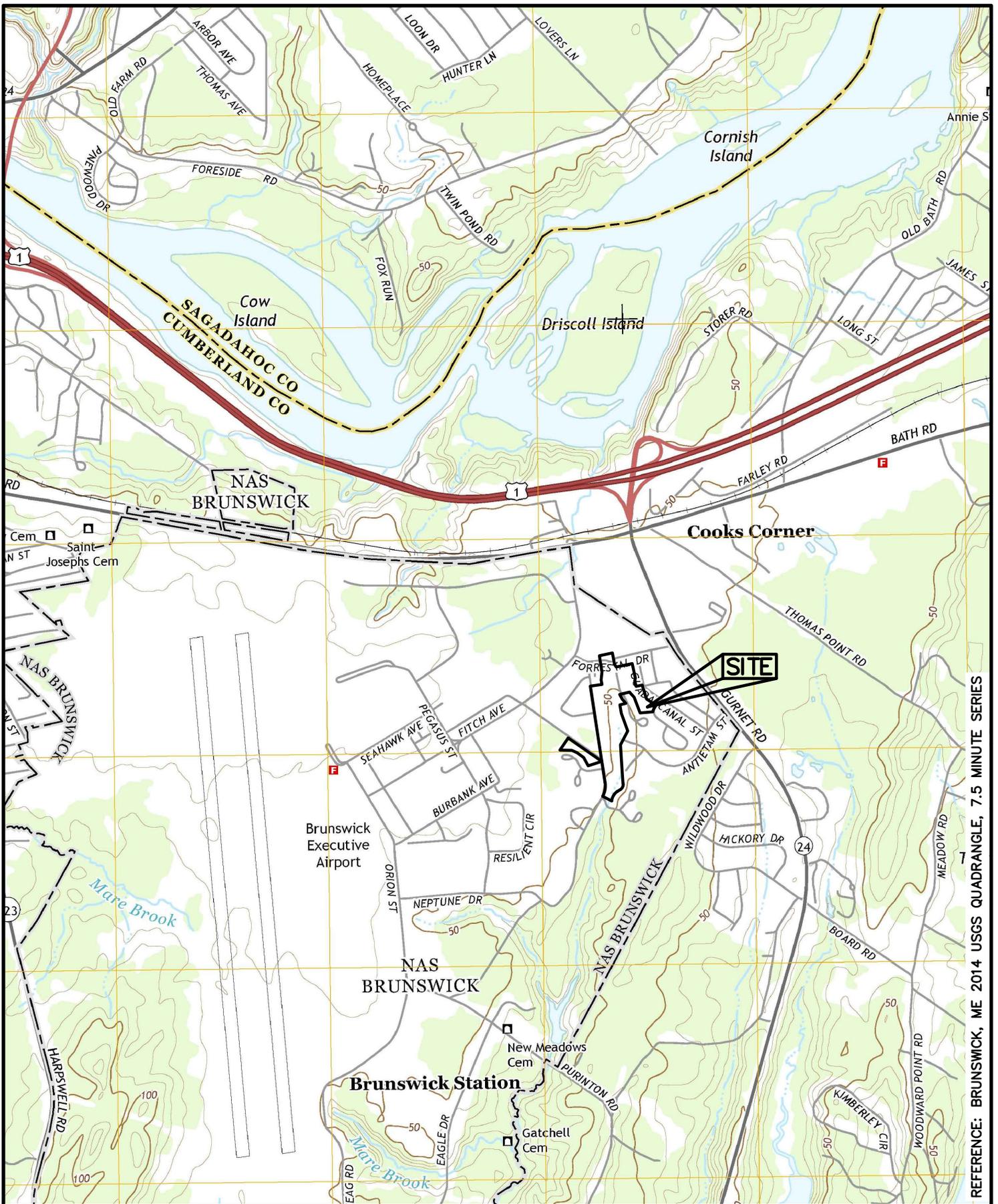
Print name

Attachment F **Supporting Graphics**

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

F

Supporting Graphics



REFERENCE: BRUNSWICK, ME 2014 USGS QUADRANGLE, 7.5 MINUTE SERIES

SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, ME 04011
 207.725.1200
CIVIL ENGINEERS • LAND SURVEYORS

USGS LOCATION MAP
 BRUNSWICK LANDING VILLAGE
 BRUNSWICK LANDING CONDOMINIUMS, LLC
 ANCHOR & FORRESTAL, BRUNSWICK, ME

DATE: 02-11-20
SCALE: 1"=2000'±
JOB: 3230.03
FILE: 3230.03-USGS

SHEET: 1 OF 1



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
BRUNSWICK, MAINE
CUMBERLAND COUNTY

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

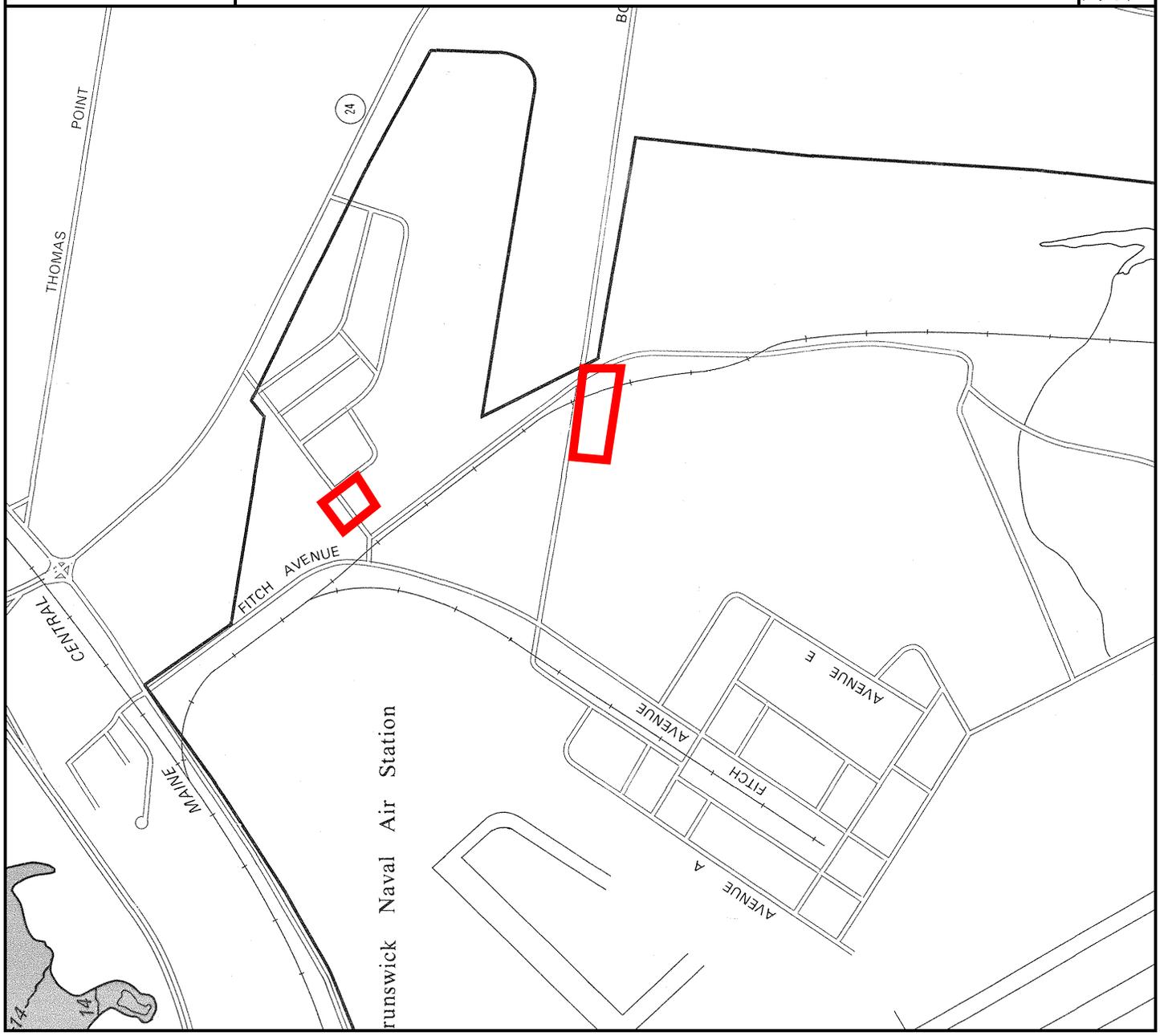
COMMUNITY-PANEL NUMBER
230042 0015 B

EFFECTIVE DATE:
JANUARY 3, 1986



Federal Emergency Management Agency

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





Zoning Map

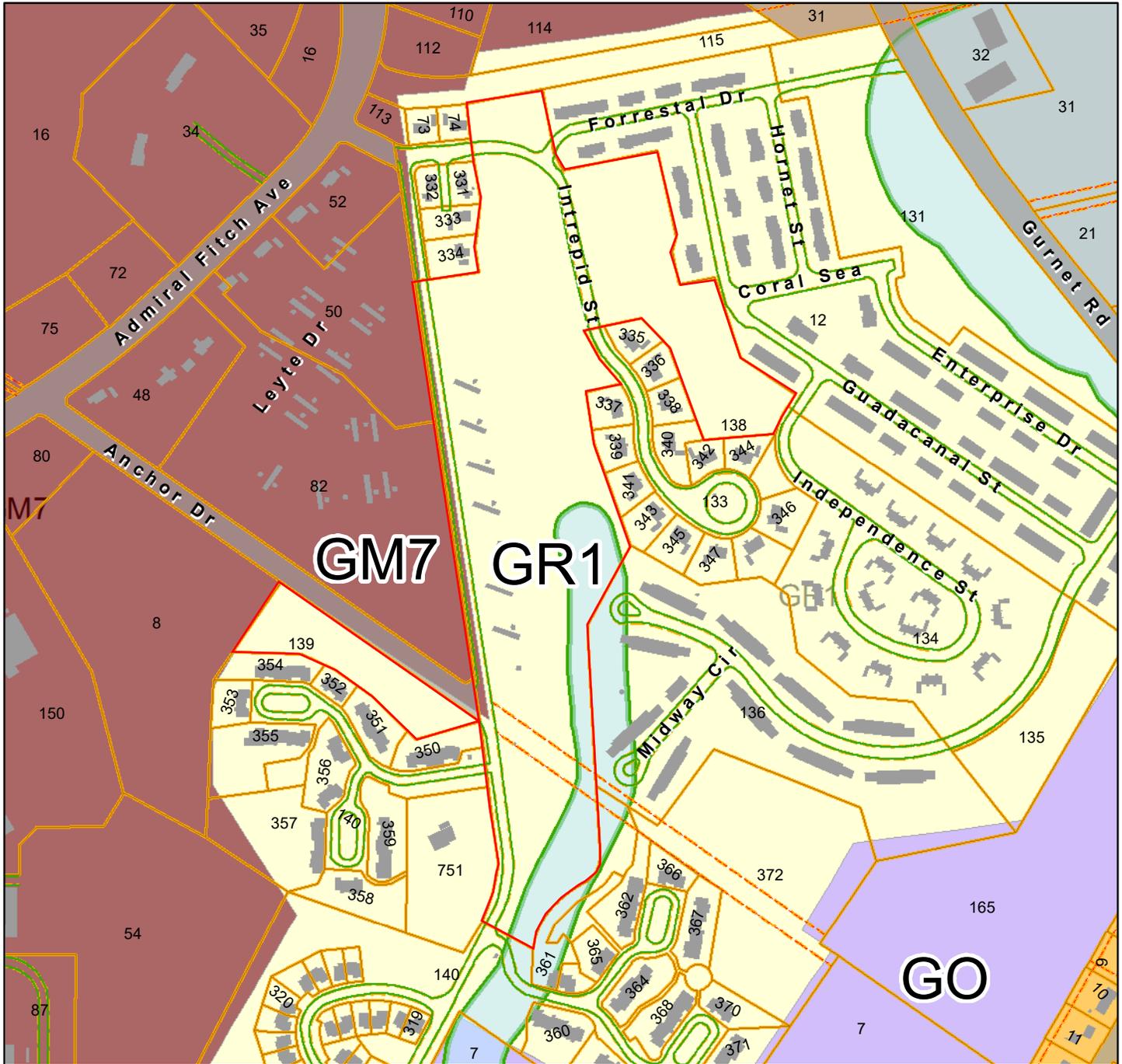
Brunswick Landing Condominiums, Brunswick, ME



1 inch = 400 Feet



February 19, 2020



	Buildings		Growth Mixed-Use 7, GM7
	SPO-SP (Stream Protection Subdistrict)		Growth Outdoor, GO
	SPO (Shoreland Protection Overlay)		Growth Residential 1, GR1
	Growth Mixed-Use 4, GM4		Growth Residential 4, GR4

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



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

Disclaimer: This map is provided as a reasonably accurate point of reference. The Town of Brunswick shall not be held liable for any errors or omissions, or for any consequences arising from the use of this data. Copyright Town of Brunswick.

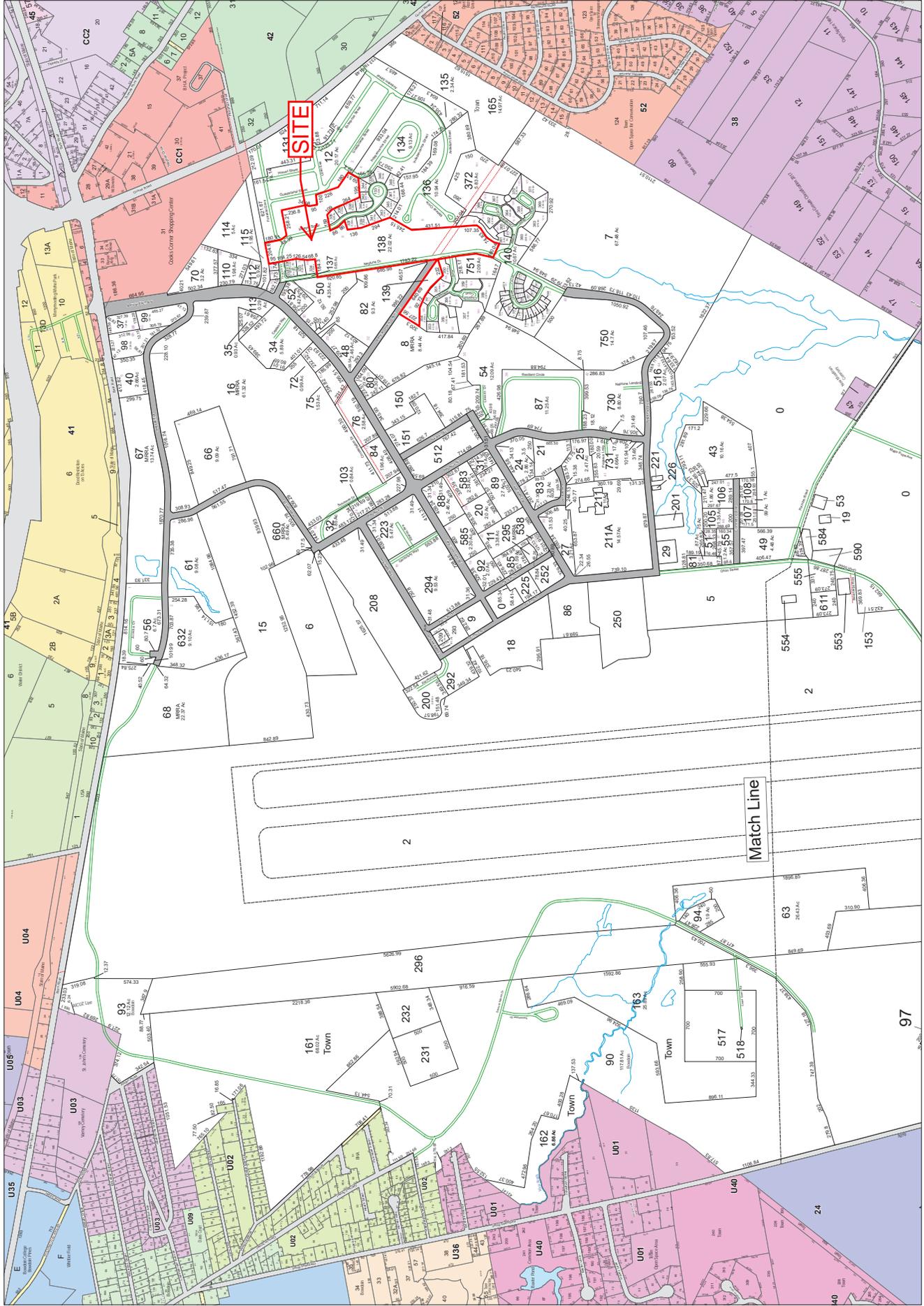


1 inch = 400 feet

Revised To: April 1, 2019

Maps Prepared by:
Town of Brunswick

Revised and Reprinted By:



Brunswick Quadrangle, Maine

Compiled by
Craig D. Neil
Preliminary aquifer boundaries mapped by:
Daniel B. Locke

Digital cartography by:
Michael E. Foley

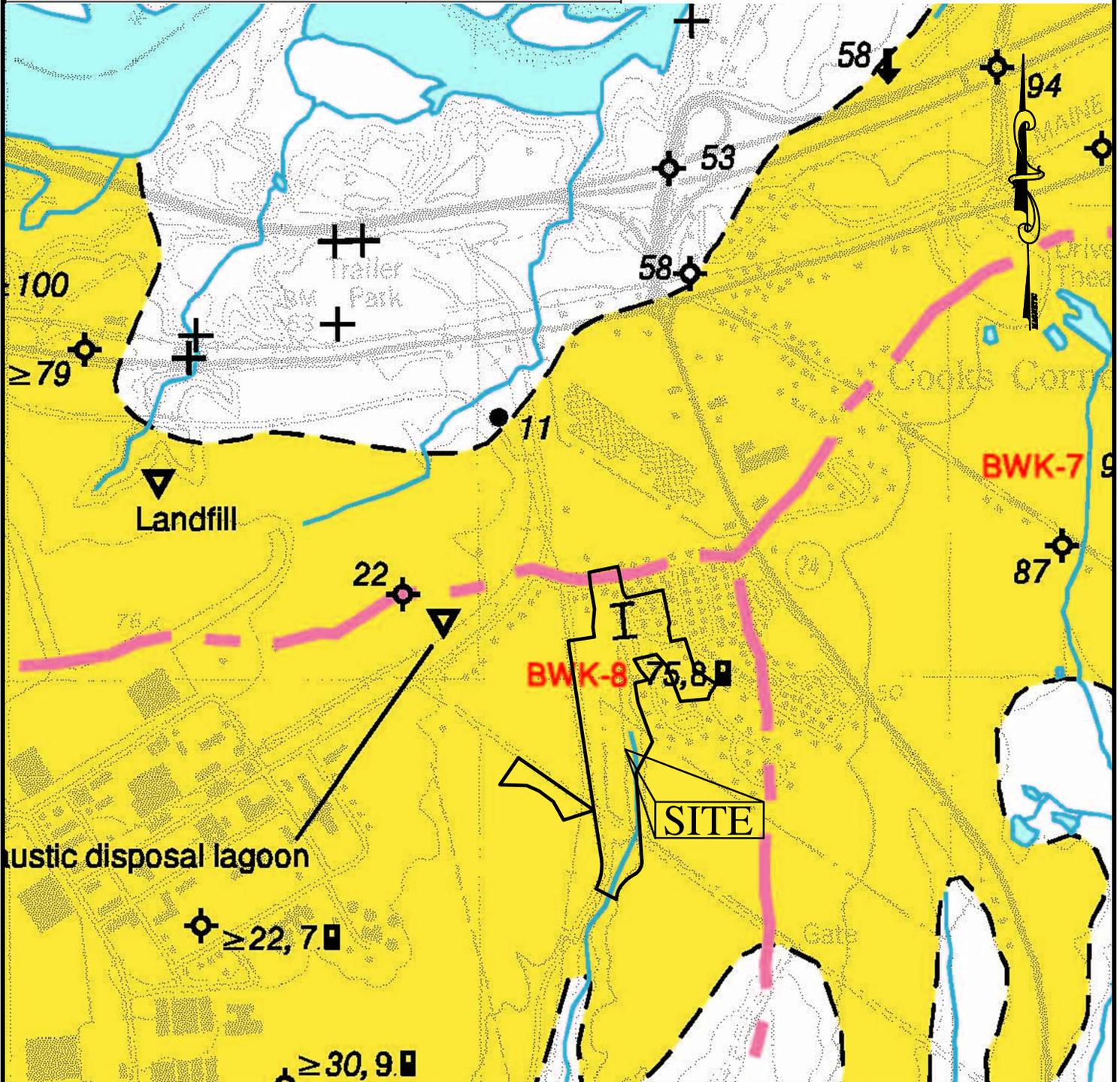
Robert G. Marvinney
State Geologist

Cartographic design and editing by:
Robert D. Tucker
Bennett J. Wilson, Jr.

Funding for the preparation of this map was provided in part by the
Maine Department of Environmental Protection.

SIGNIFICANT SAND AND GRAVEL AQUIFERS (yields greater than 10 gallons per minute)

- Approximate boundary of surficial deposits with significant saturated thickness where potential ground-water yield is moderate to excellent.
- Surficial deposits with good to excellent potential ground-water yield; yields generally greater than 50 gallons per minute to a properly constructed well. Deposits consist primarily of glacial sand and gravel, but can include areas of sandy till and alluvium; yield zones are based on subsurface data where available, and may vary from mapped extent in areas where data are unavailable.
- Surficial deposits with moderate to good potential ground-water yield; yields generally greater than 10 gallons per minute to a properly constructed well. Deposits consist primarily of glacial sand and gravel, but can include areas of sandy till and alluvium; yields may exceed 50 gallons per minute in deposits hydraulically connected with surface-water bodies, or in extensive deposits where subsurface data are available.



X:\LAND PROJECTS\3230.03\HELLOS BRUNSWICK DESIGN\DWG\3230.03-MAPS.DWG. SAND & GRAVEL. ---, MELISSA ARCHBELL

SHEET: 1 OF 1

SITELINES

119 PURINTON ROAD, SUITE A
BRUNSWICK, ME 04011
207.725.1200



CIVIL ENGINEERS • LAND SURVEYORS

SIGNIFICANT SAND & GRAVEL AQUIFER MAP

BRUNSWICK LANDING CONDOMINIUMS
BRUNSWICK LANDING CONDOMINIUMS, LLC
BRUNSWICK LANDING, BRUNSWICK MAINE

DATE: 02-11-20
SCALE: 1" = 1000'
JOB: 3230.03
FILE: 3230.03-MAPS

Brunswick Quadrangle, Maine

Surficial geologic mapping by
Thomas K. Weddle

Digital cartography by:
Susan S. Tolman

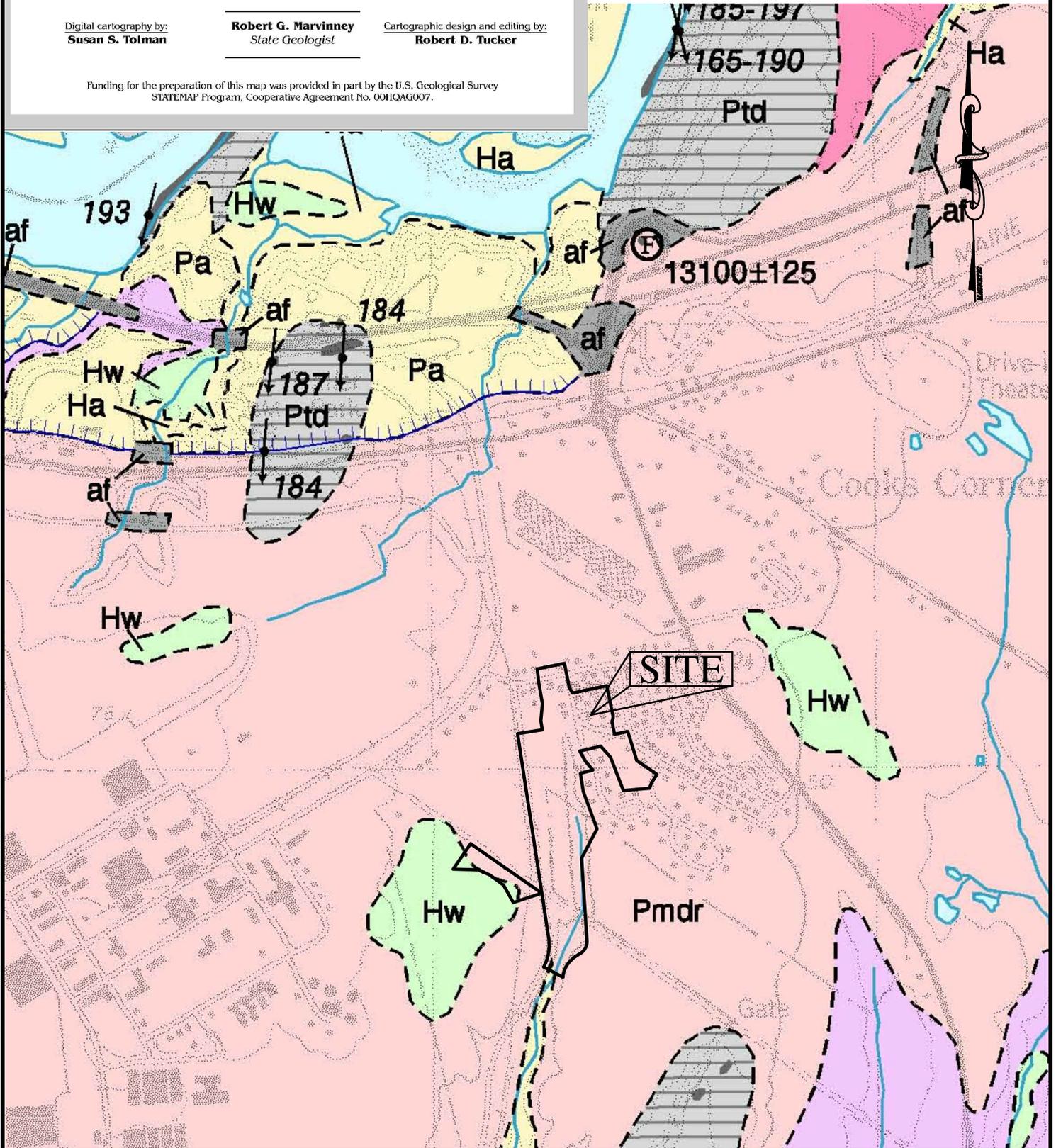
Robert G. Marvinney
State Geologist

Cartographic design and editing by:
Robert D. Tucker

Funding for the preparation of this map was provided in part by the U.S. Geological Survey STATEMAP Program, Cooperative Agreement No. 00HQAG007.

Hw Freshwater wetlands - Muck, peat, silt, and sand. Poorly drained areas, often with standing water.

Pmdr Regressive marine delta - Pleistocene marine delta formed during regression of the sea due to isostatic emergence of the land. Very low-angle sand and silt foreset bedding is mantled by trough cross-bedded sand, deposited by braided streams which flowed over the delta top as it prograded seaward. In places, may be mantled with unmapped thin eolian deposits.



X:\LAND PROJECTS\3230.03\HELLOS BRUNSWICK DESIGN\DWG\3230.03-MAPS.DWG. SURFICIAL GEOLOGY. ---, MELISSA ARCHBELL

SHEET: 1 OF 1

SITELINES

119 PURINTON ROAD, SUITE A
BRUNSWICK, ME 04011
207.725.1200
CIVIL ENGINEERS • LAND SURVEYORS

SURFICIAL GEOLOGY MAP

BRUNSWICK LANDING CONDOMINIUMS
BRUNSWICK LANDING CONDOMINIUMS, LLC
BRUNSWICK LANDING, BRUNSWICK MAINE

DATE: 02-11-20
SCALE: 1" = 1000'
JOB: 3230.03
FILE: 3230.03-MAPS

Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment G
Wetlands

A copy of the wetlands report for the site from Atlantic Environmental has been enclosed for your reference.

G

Wetlands



August 31, 2017

Ms. Melissa Archbell, PE
Sitelines, PA
8 Cumberland Street
Brunswick, ME 04011

Re: Project Number #3230 - Wetland Delineation, Brunswick Landing, Map 40, Portion of Lot 12 in Brunswick, Maine.

Dear Ms. Archbell,

At your request, Atlantic Environmental, LLC. (AE) completed a Wetland Delineation of a identified as DL-2 on the plan sheet titled, "Schematic Subdivision Plan Brunswick Landing Housing. The wetland delineation was performed on August 8, 2017 with a follow-up visit on August 25, 2017 and August 29, 2017 and was done in accordance with the U.S. Army Corps of Engineers, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Regions (Version 2.0). All wetlands were flagged with pink, numbered flagging and located with GPS (Global Positioning System) by AE staff on the dates of the delineation. Three wetland areas were identified and are labeled as Wetland One (W1), Wetland Two (W2), and Wetland Three (W3).

Site Description

The project area is located along Neptune Drive and to the rear of the Brunswick Garden subdivision in the Town of Brunswick, Maine. The project area is primarily undeveloped; there is a drainage ditch that extends from a culvert off Neptune Drive and extends within a portion of the project area. The on-site topography is a relatively flat area that contains wooded uplands and forested wetlands. According to the U.S. Department of Agriculture, *Soil Survey of Cumberland County and Part of Oxford County, Maine*, there is one (1) soil type mapped within the project area - Windsor Loamy Sand (WmB), an excessively drained soil type.

Description of Wetlands

Wetland One (W1)

The canopy layer of W1 is dominated by Red Maple (*Acer rubrum*). The shrub layer is dominated by the same species in addition to Jewelweed (*Impatiens capensis*) and Narrowleaf Cattails (*Typha angustifolia*). The herbaceous layer includes Sensitive Fern (*Onoclea sensibilis*), and Sedges (*Carex spp.*). The adjacent uplands are dominated by White pine (*Pinus strobus*), Red Oak (*Quercus rubra*), Bracken Fern (*Pteridium aquilinum*), and Raspberry (*Rubus idaeus*). Soils within the wetland were identified as hydric within the upper ten (10)

inches of the soil profile with a value or three (3) or less and a chroma of two (2) or less. The primary hydrology indicators include water stained leaves (B9) and saturation (A3).

Wetland Two (W2)

The canopy layer of W2 is dominated by Red Maple (*Acer rubrum*). The shrub layer is dominated by the same species in addition to Jewelweed (*Impatiens capensis*). The herbaceous layer includes Sensitive Fern (*Onoclea sensibilis*), and Sedges (*Carex spp.*). The adjacent uplands are dominated by White pine (*Pinus strobus*), Red Oak (*Quercus rubra*), and Bracken Fern (*Pteridium aquilinum*). Soils within the wetland were identified as hydric within the upper ten (10) inch soil profile with a value or three (3) or less and a chroma of two (2) or less. The primary hydrology indicators include water stained leaves (B9) and saturation (A3).

Wetland Three (W3)

The canopy layer of W3 is dominated by Red Maple (*Acer rubrum*). The shrub layer is dominated by the same species in addition to Jewelweed (*Impatiens capensis*). The herbaceous layer includes Sensitive Fern (*Onoclea sensibilis*), and Sedges (*Carex spp.*). The adjacent uplands are dominated by White pine (*Pinus strobus*), Red Oak (*Quercus rubra*), and Bracken Fern (*Pteridium aquilinum*). Soils within the wetland were identified as hydric within the upper ten (10) inch soil profile with a value or three (3) or less and a chroma of two (2) or less. The primary hydrology indicators include water stained leaves (B9) and saturation (A3).

STATE AND FEDERAL REGULATORY REVIEW-

All wetlands are regulated by Maine Department of Environmental Protection (DEP) under the Natural Resources Protection Act (NRPA) and by the U.S. Army Corps of Engineers (Corps) under the Programmatic General Permit (PGP). The DEP also defines specific types of wetlands as Wetlands of Special Significance (WOSS) if they meet the specific criteria of Section 4 of Chapter 310 of the NRPA. Based on AE's assessment of the wetlands, the wetlands do not meet the definition of a WOSS. Under the NRPA, Section 480-Q, wetland impacts less than 4,300 sq. ft. do not require a permit from the DEP. If the proposed project alters more than this amount, AE suggests that impacts to these wetlands and/or the associated buffers should be reviewed by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection before any soil disturbance onsite.

TOWN OF BRUNSWICK-

The Town of Brunswick regulates Freshwater Wetlands as, "a freshwater swamp, marsh, bog, or similar area other than a forested wetland which is:

A. Of ten or more contiguous acres; or of less than ten contiguous acres and adjacent to a surface water body, excluding any river or stream, such that in a natural state, the combined surface area is in excess of ten acres; and

B. Inundated or saturated by surface or ground water at a frequency and for a duration sufficient to support, and that under normal circumstances does support, a prevalence of wetland vegetation typically adapted for life in saturated soils. Freshwater wetlands may contain small stream channels or inclusions of land that do not conform to the criteria of this definition.

All three wetlands are forested wetlands less the 10 acres in size and therefore do not meet the Town's definition as a freshwater wetlands; however, AE suggests you contact the Town of Brunswick Planning Department prior to any soil disturbance onsite.

Thank you for the opportunity to work with you on this project. Should you have any additional questions, please do not hesitate to contact me at 207-837-2199 or via email at tim@atlanticensviromaine.com.

Sincerely,
Atlantic Environmental LLC.



Timothy A. Forrester, Owner
PWS #1933



Photograph One. View of drainage ditch that begins at culvert under Neptune Drive. Photographer: Lisa Vickers Atlantic Environmental, LLC. Date: August 8, 2017.



Photograph Two. Additional view of drainage ditch that begins at culvert under Neptune Drive. Photographer: Lisa Vickers Atlantic Environmental, LLC. Date: August 8, 2017.



Photograph Three. View of W1 and dominant vegetation. Photographer: Lisa Vickers Atlantic Environmental, LLC. Date: August 8, 2017.



**Photograph Four. View of W1 and dominant vegetation. Photographer: Lisa Vickers Atlantic Environmental, LLC.
Date: August 8, 2017.**



**Photograph Five. View of W2 and dominant vegetation. Photographer: Lisa Vickers Atlantic Environmental, LLC.
Date: August 29, 2017.**

Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment H
Architecture

Copies of the elevations and floor plans are enclosed for reference.

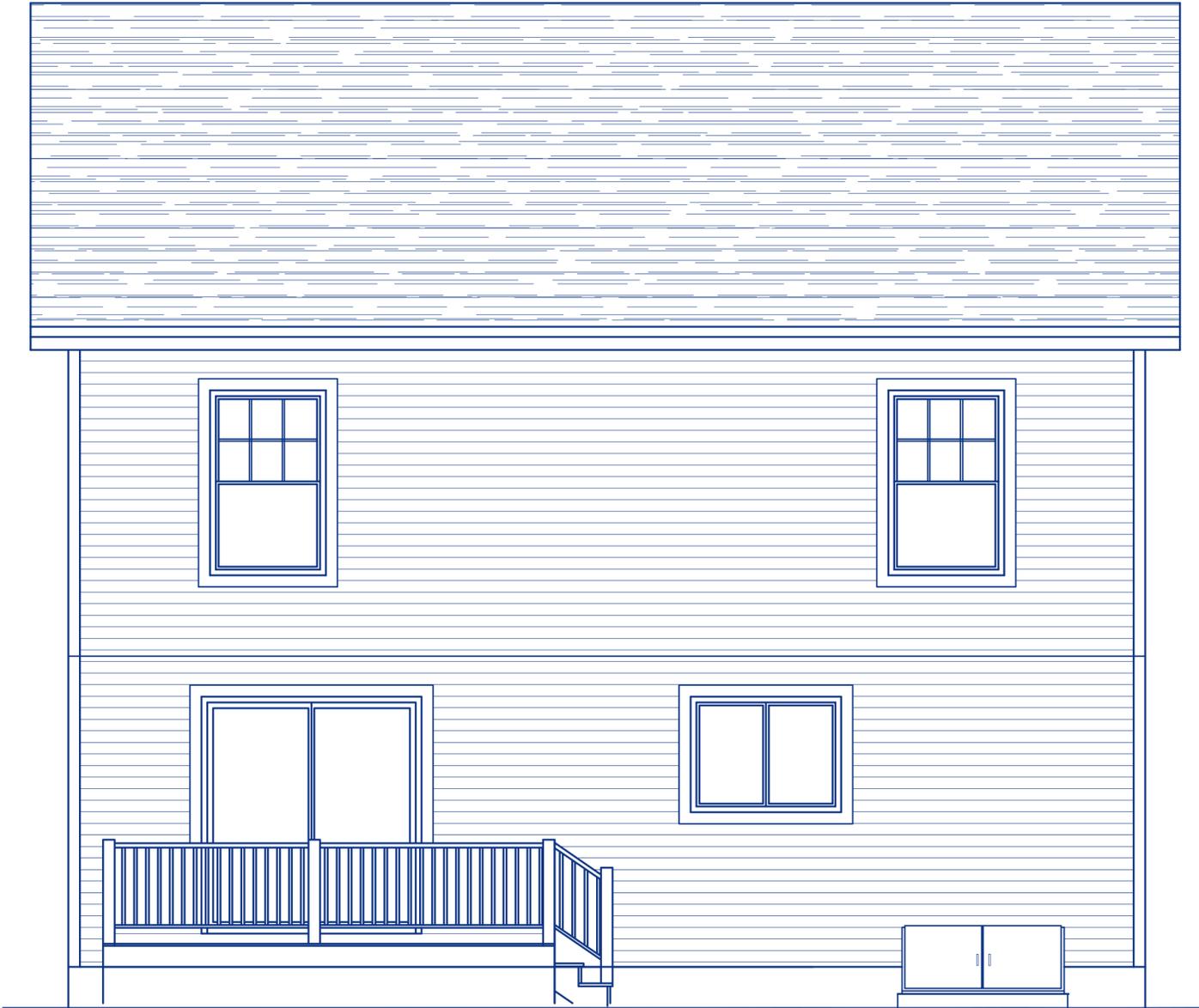


Architecture

The Linwood (1,372 sq ft) – Front



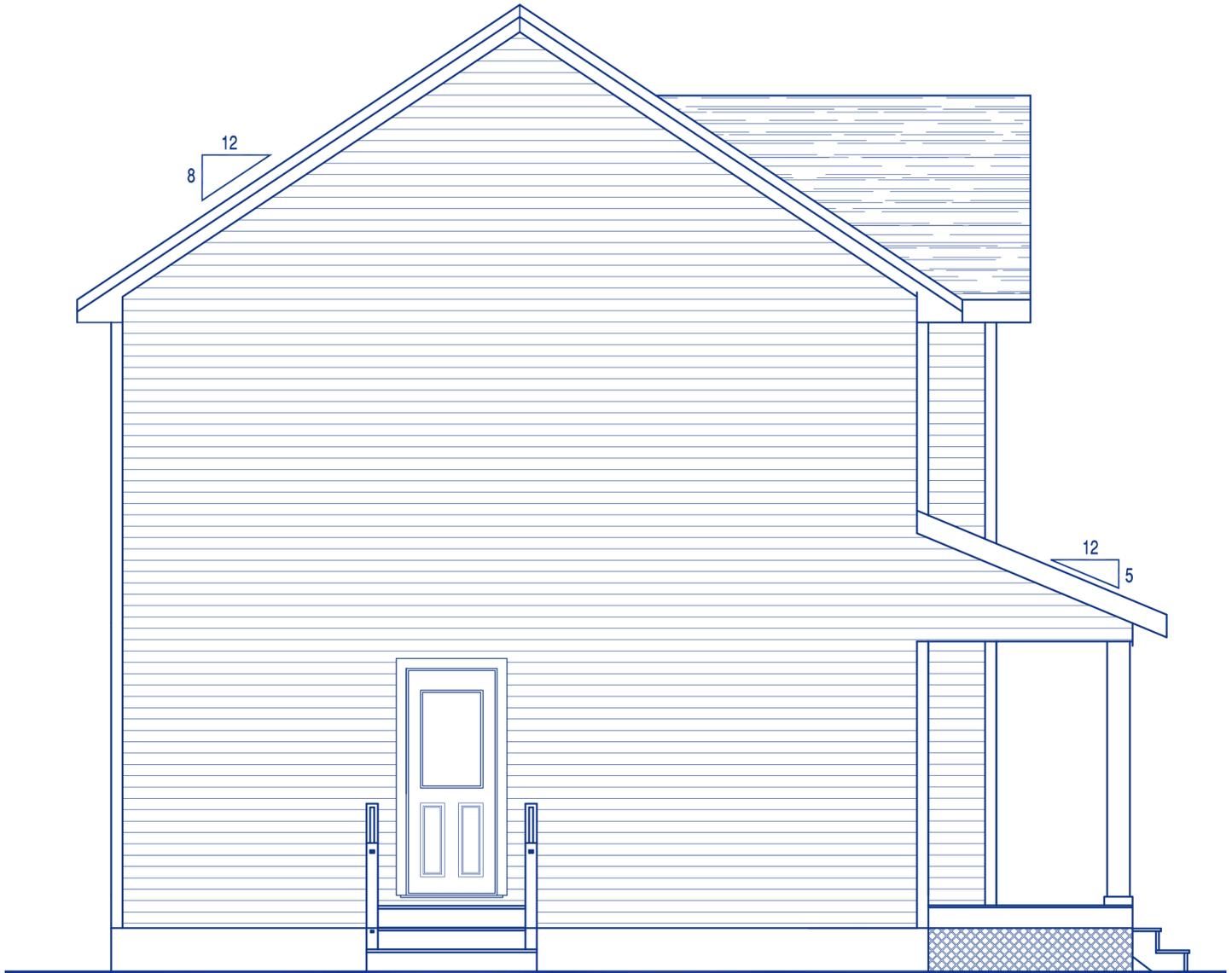
The Linwood – Rear



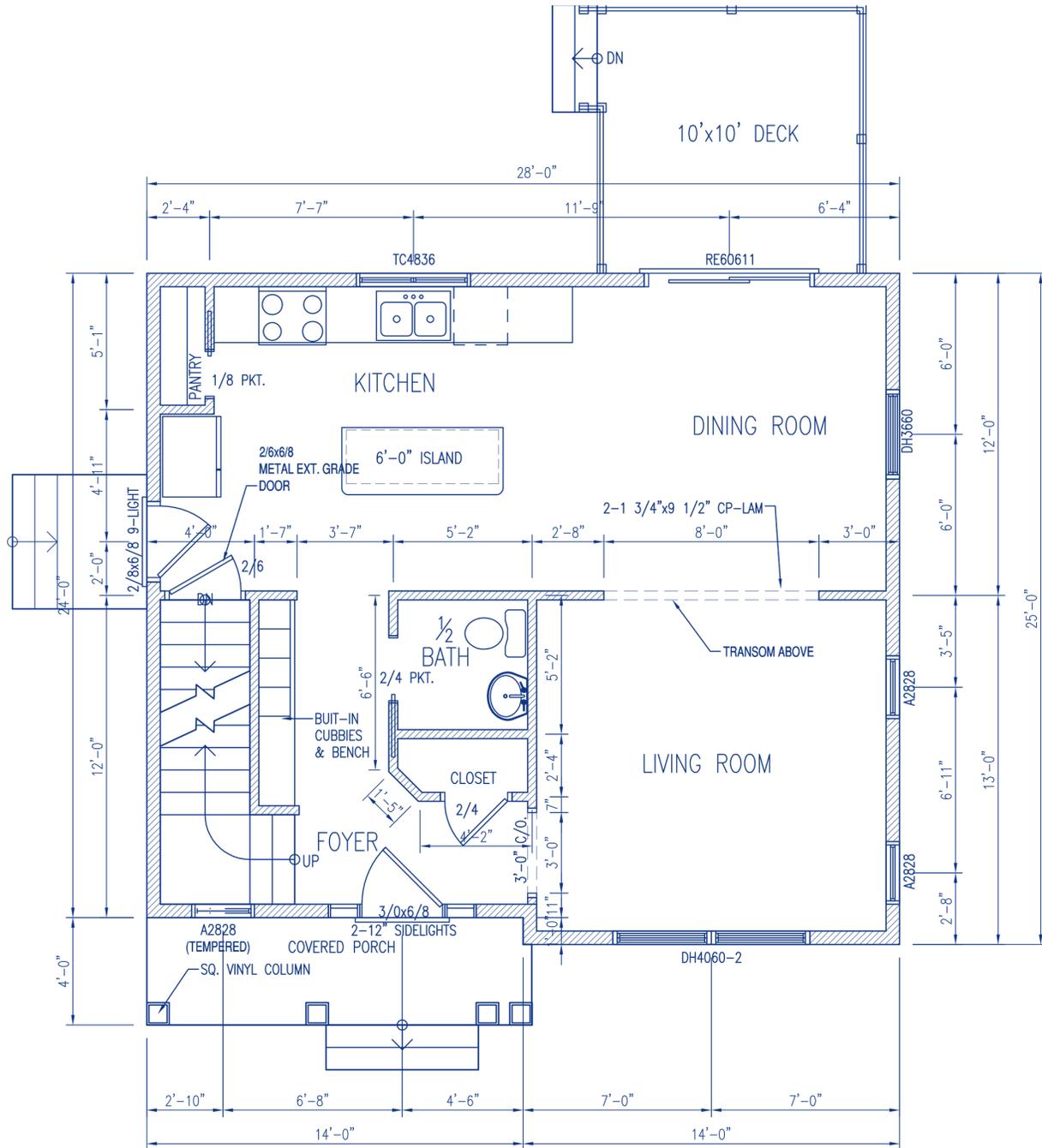
The Linwood – Left



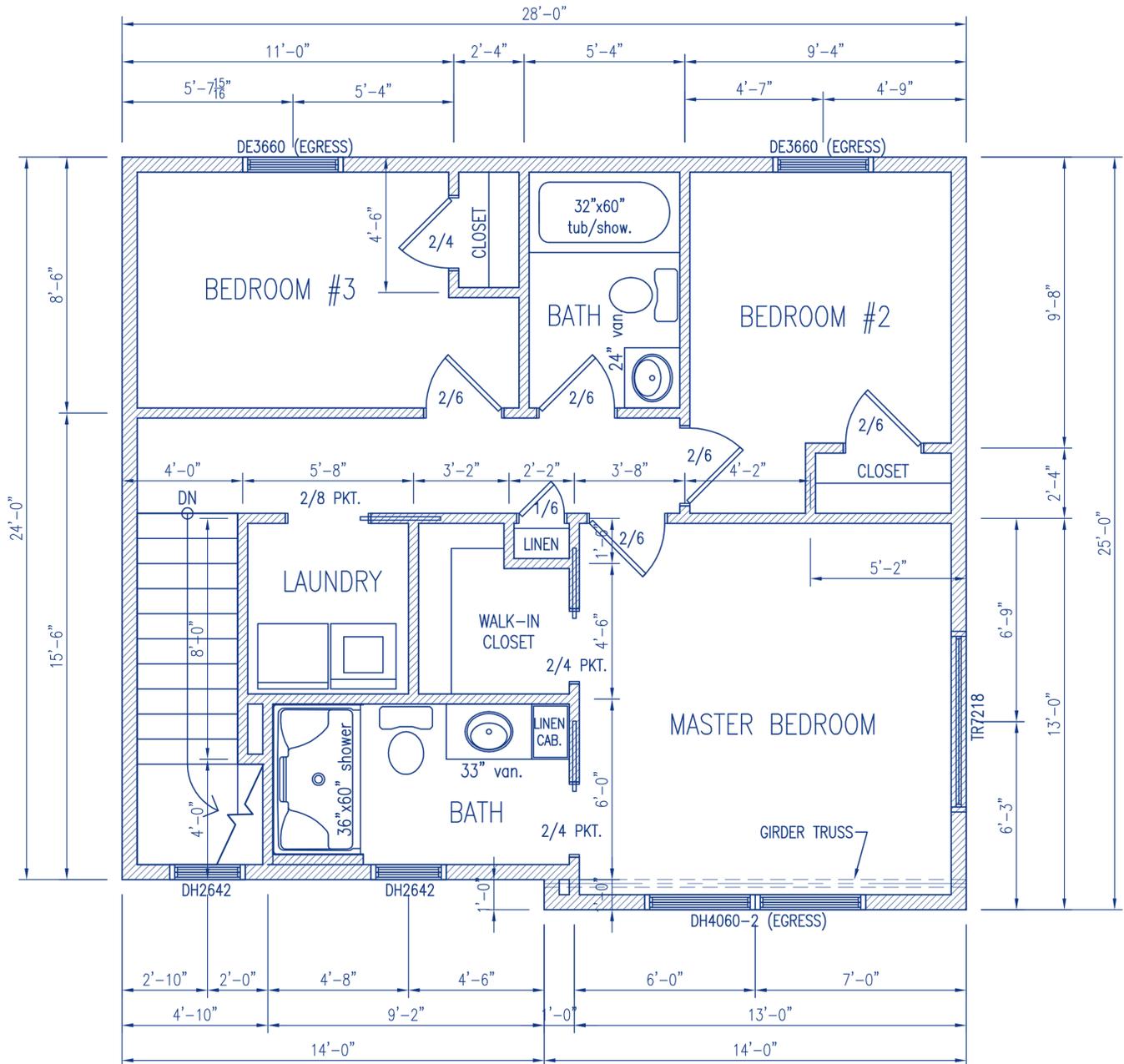
The Linwood – Right



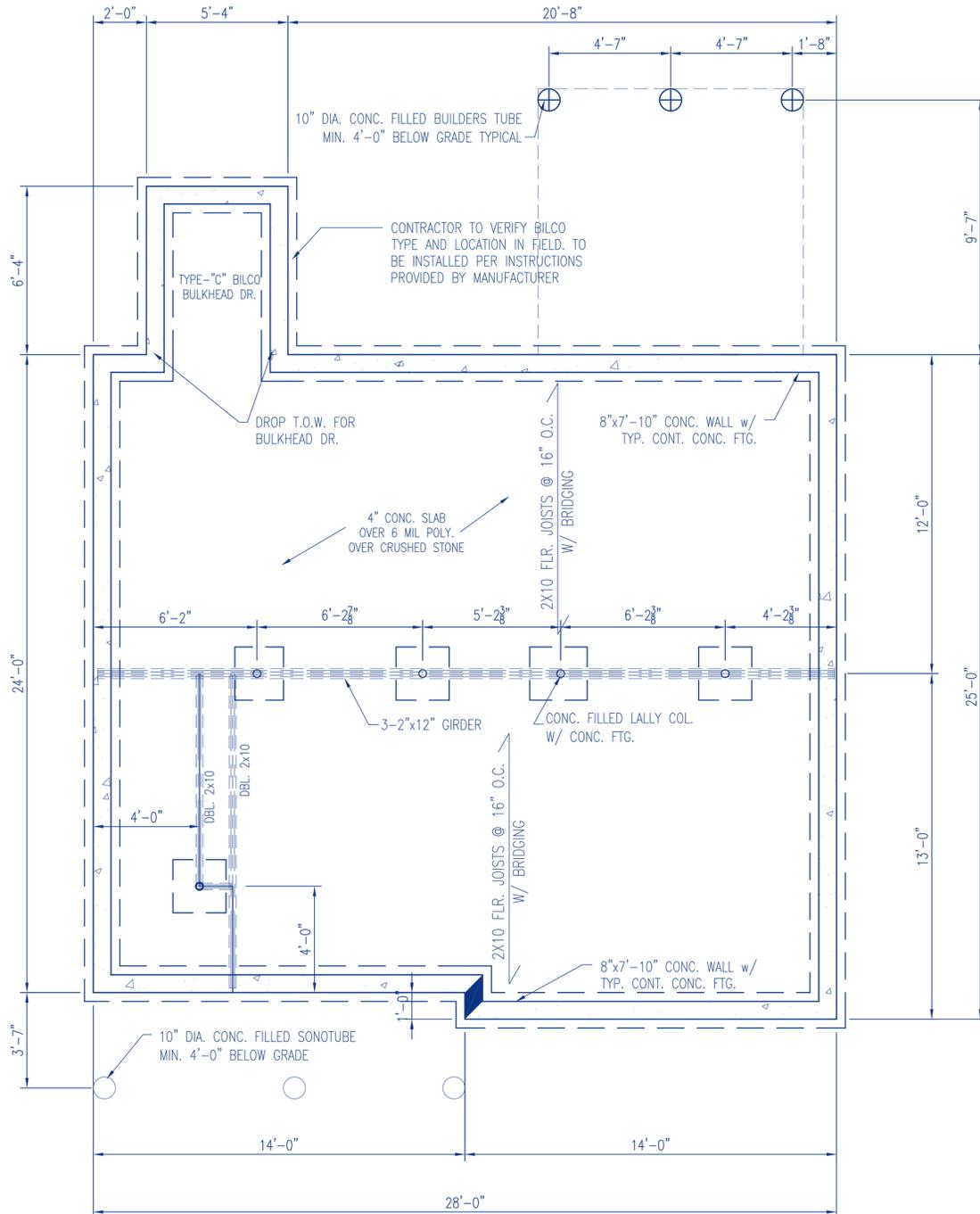
The Linwood – First Floor Plan



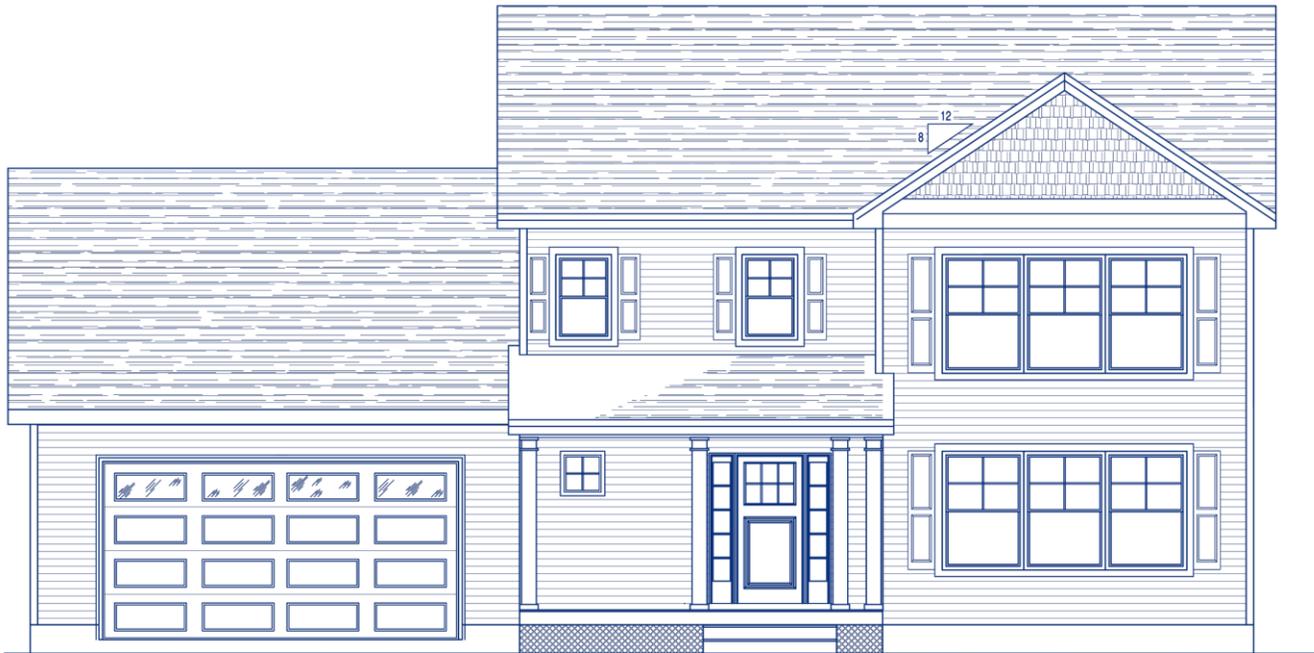
The Linwood – Second Floor Plan



The Linwood – Foundation Plan



The Ari (1644 Sq ft) - Front



The Ari – Rear



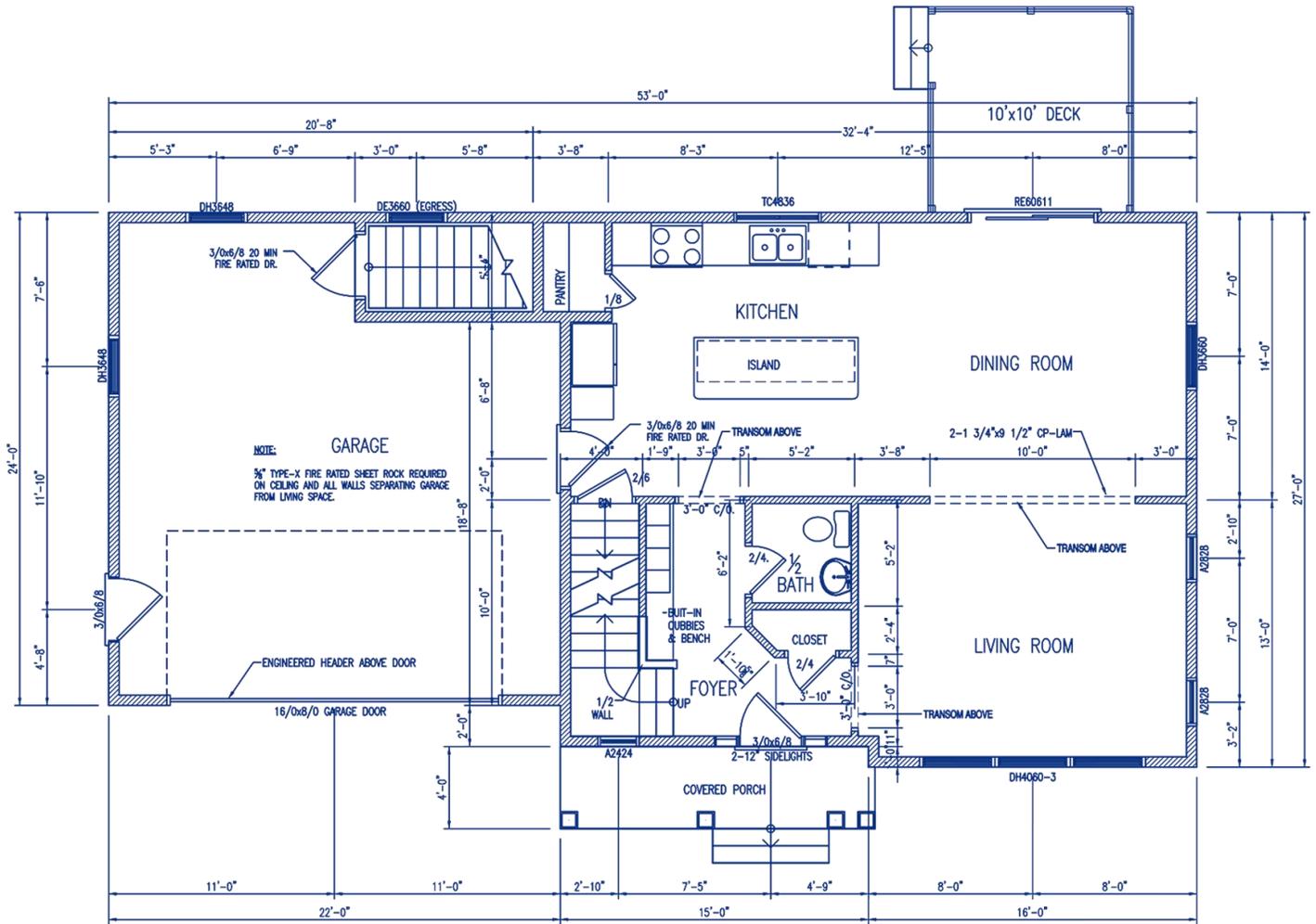
The Ari – Left



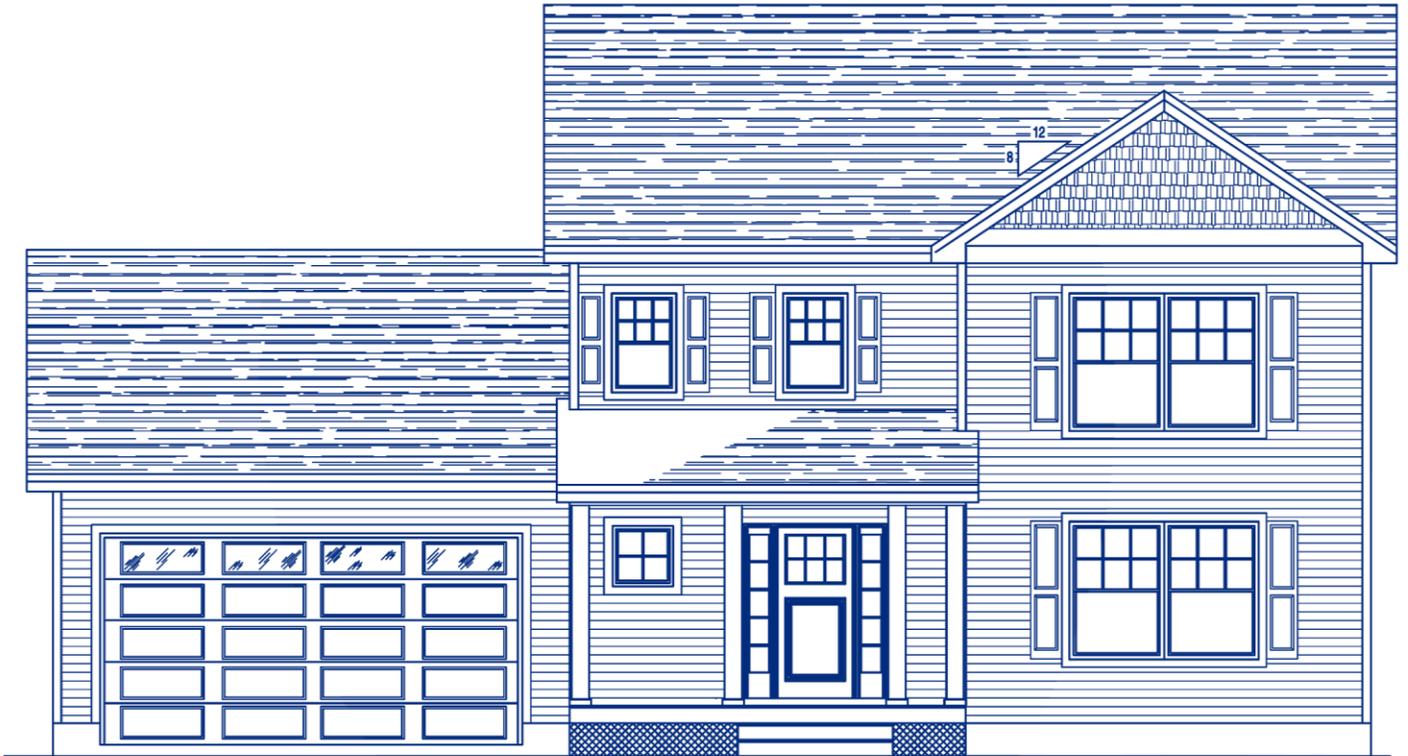
The Ari – Right



The Ari – First Floor Plan



Holly (1422 Sq ft) – Front



Holly – Rear



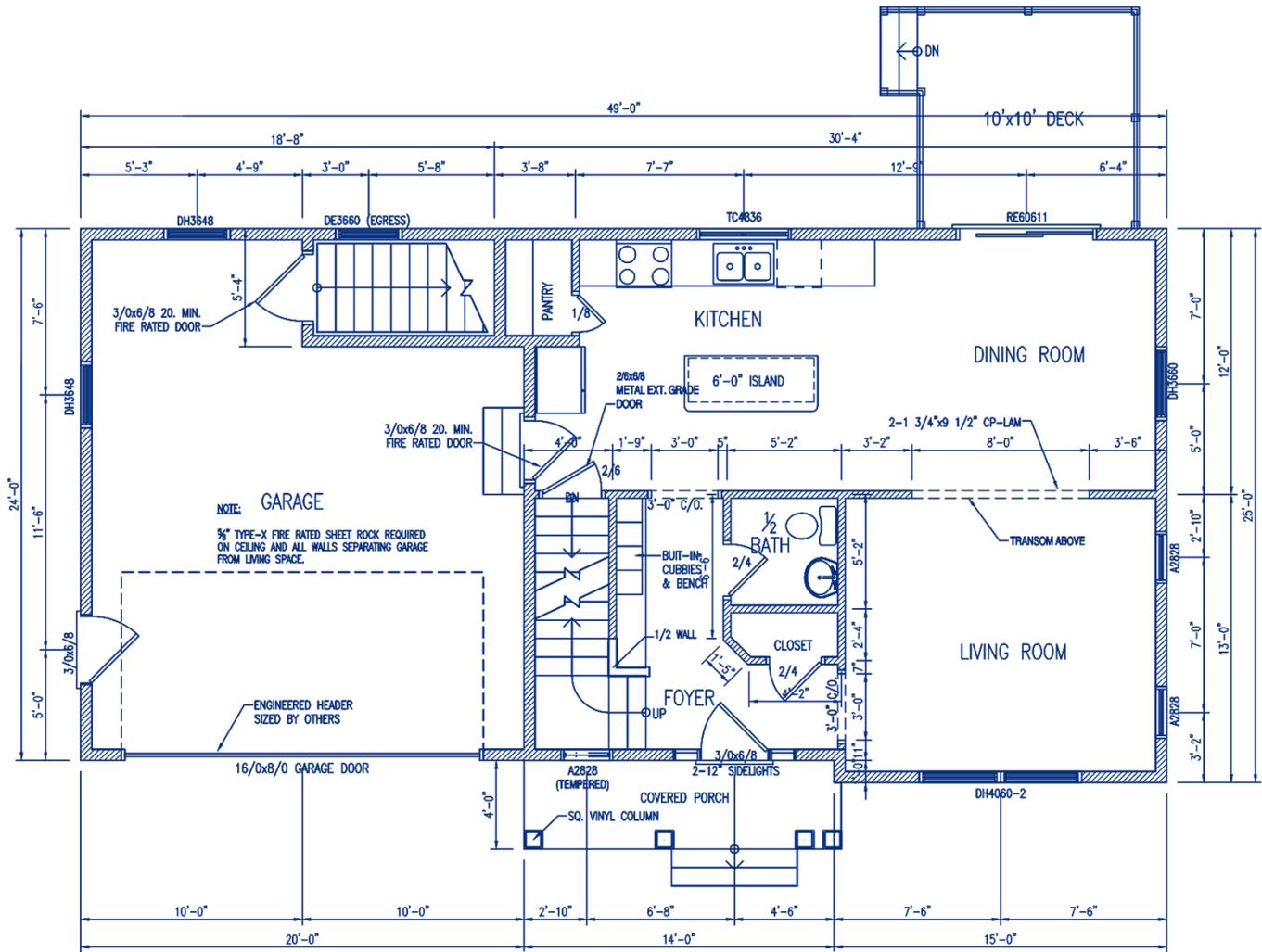
Holly – Left



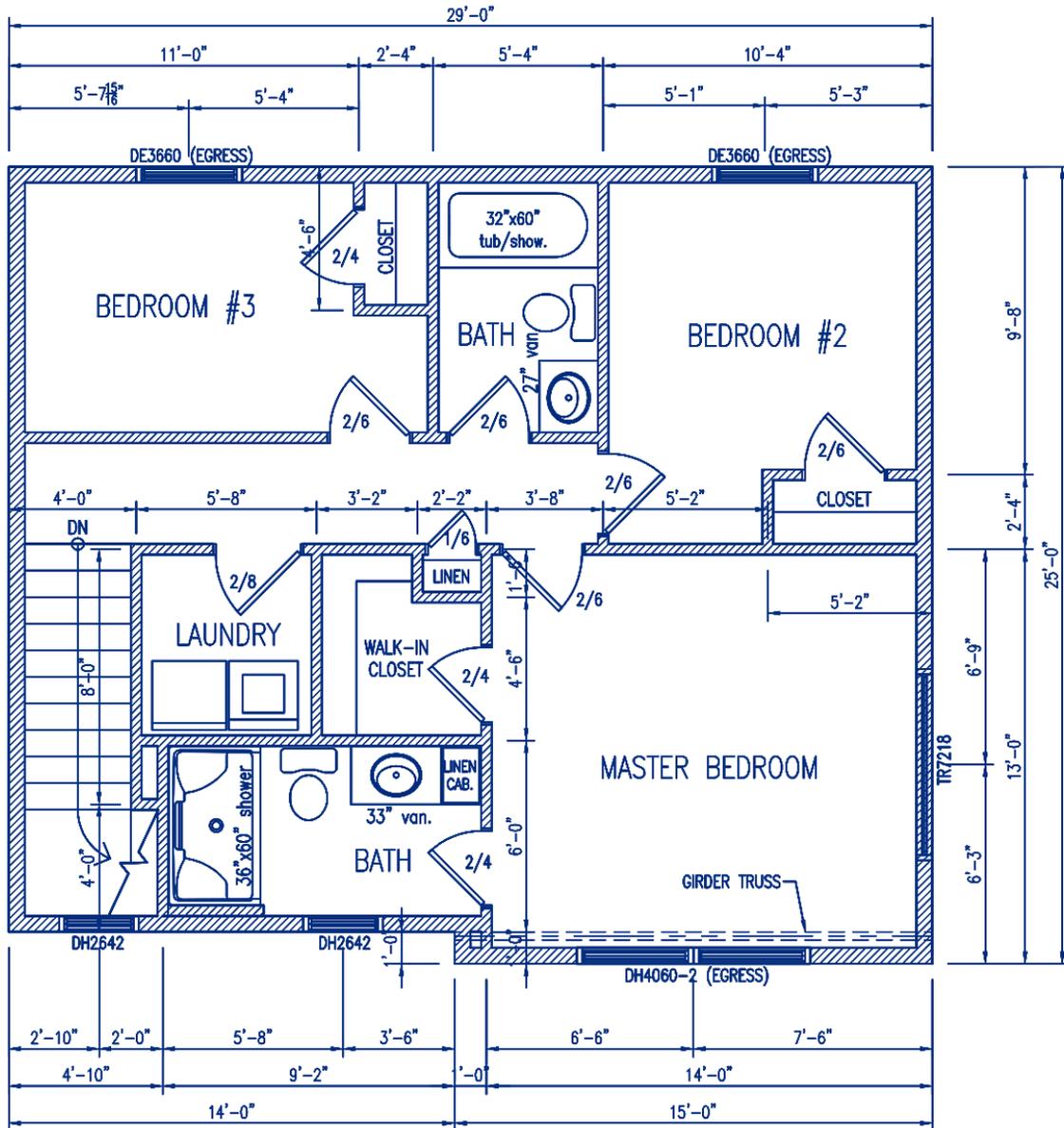
Holly – Right



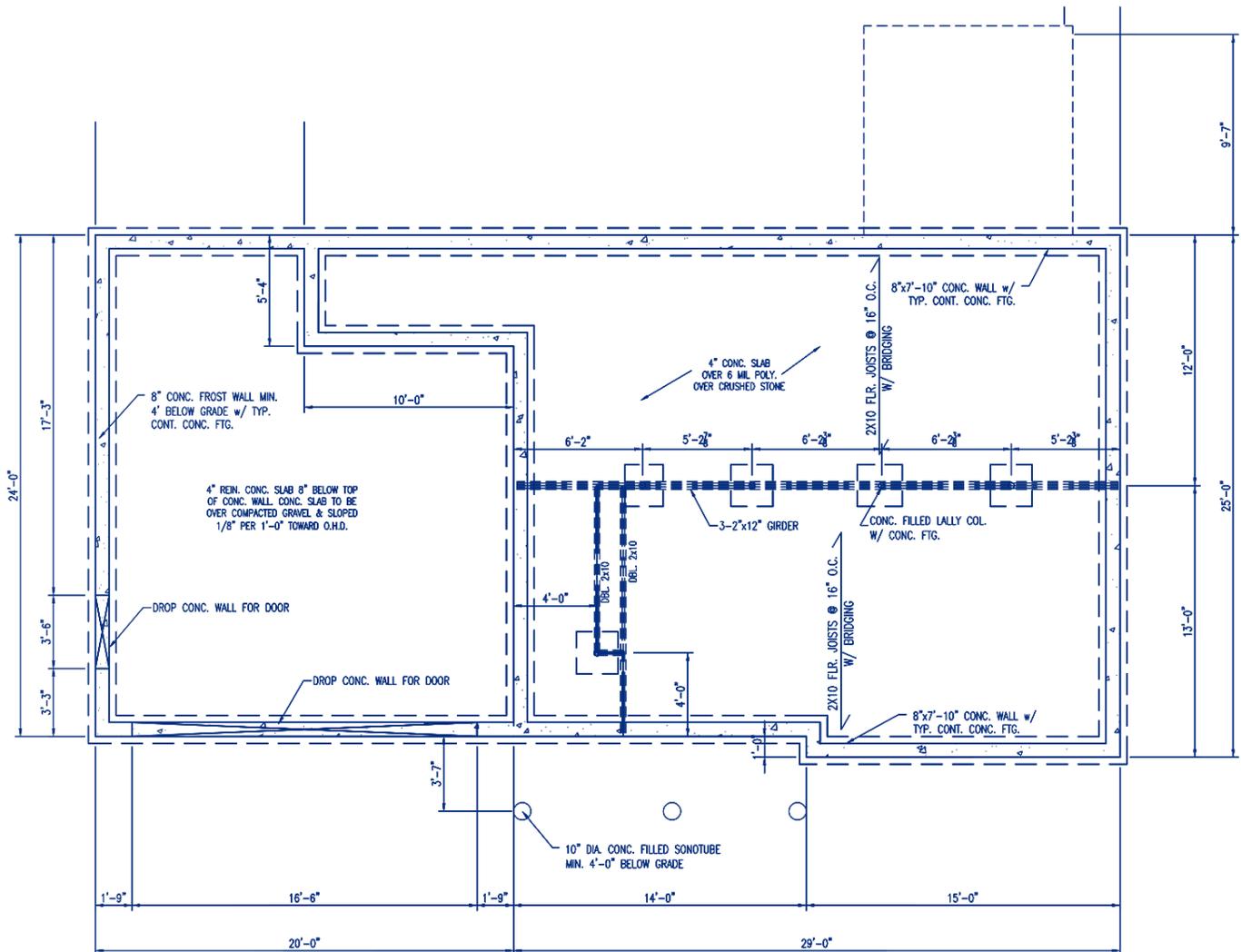
Holly – First Floor Plan



Holly – Second Floor Plan



Holly – First Floor Plan



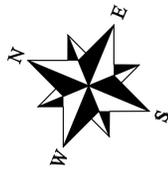
Final Subdivision Amendment Application
Brunswick Landing Village
Lots 8 & 9 – Brunswick Landing Housing Subdivision

Attachment I
Subdivision Plan

The Subdivision Plan Amendment and plan set are included for review as a separate plan set of full-size documents.

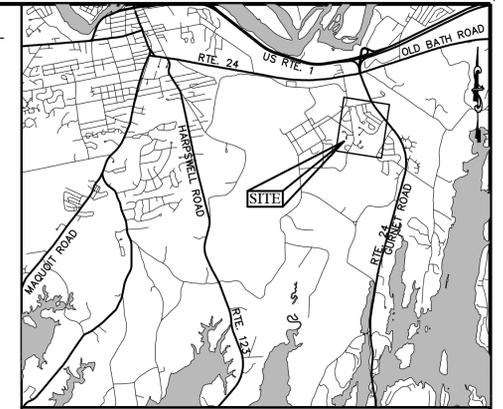


Site Plans



LEGEND

- MONUMENT FOUND
- IRON MARKER FOUND
- 5/8" REBAR TOPPED WITH AN ALUMINUM I.D. CAP
- BOUNDARY LINE OF SURVEYED PARCEL
- - - - - BOUNDARY LINE OF ABUTTERS (APPROX.)
- ROAD RIGHT OF WAY LINE (APPROX.)
- COMPUTATIONAL TIE LINE
- STONE WALL (APPROX.)
- EDGE OF TRAVELED WAY
- UTLITY LINE
- UTLITY POLE WITH NUMBER
- IRON PIPE FOUND
- IRON ROD FOUND
- DRILL HOLE
- △ 4 ARBITRARY TRAVERSE POINT WITH NUMBER
- △ 12, 1001 ARBITRARY COMPUTATIONAL POINT NUMBER
- DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
- PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
- RIGHT OF WAY
- NOW OR FORMERLY HELD BY
- ACRES
- MORE OR LESS
- SEWER MANHOLE
- LIGHT POLE
- CATCH BASIN
- WATER SHUT OFF
- HYDRANT
- SIGN
- WATER VALVE
- ELEVATION TEMPORARY BENCH MARK
- TEST PIT



LOCATION MAP
SCALE: 1" = 5000'

PLAN REFERENCE:

- a) "ALTA/NISPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.
- b) "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN PLAN BOOK: 218 PAGE: 294
- c) "SUBDIVISION AMENDMENT 2, WOODLAND VILLAGE - LOT 10, MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN PLAN BOOK: 218 PAGE: 432
- d) "SUBDIVISION AMENDMENT 3, WOODLAND VILLAGE - LOT 9 & 10, STARFLOWER LANE & CHIPMUNK COURT, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, SHEET 2 OF 3 BY SITELINES PA REVISED ON SEPTEMBER 19, 2018 RECORDED IN PLAN BOOK: 218 PAGE: 434

3. TAX MAP REFERENCE:

LOT 8: TAX MAP 40, LOT 138
LOT 9: TAX MAP 40, LOT 139

4. WETLANDS:

WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, LLC, WOOLWICH, ME.

5. SUBDIVISION NOTE:

THE BRUNSWICK GARDENS SINGLE-FAMILY RESIDENTIAL LOTS ARE EXEMPT FROM STATE AND LOCAL SUBDIVISION LAWS, PURSUANT TO 30-A M.R.S.A. §4401(4)(E), THE DIVISION OF A TRACT OR PARCEL OF LAND INTO THREE OR MORE LOTS AND UPON EACH OF WHICH LOTS PERMANENT DWELLING STRUCTURES LEGALLY EXISTED BEFORE SEPTEMBER 23, 1971 IS NOT A SUBDIVISION. BASED ON INFORMATION IN THE TOWN ASSESSOR'S RECORDS, THE BRUNSWICK GARDENS HOMES WERE CONSTRUCTED IN 1959. AS A RESULT, NO SUBDIVISION REVIEW IS REQUIRED. SEE ALSO LEGAL OPINION OF COUNSEL OF THE TOWN OF BRUNSWICK, MAINE, DATED AUGUST 14, 2008 ON FILE WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE TOWN OF BRUNSWICK, MAINE. IN ADDITION, THE CODE ENFORCEMENT OFFICER OF THE TOWN OF BRUNSWICK, MAINE HAS CONCLUDED THAT RECORDING OF THIS PLAN DOES NOT REQUIRE AN AMENDMENT OF THE SUBDIVISION PLAN RECORDED IN PLAN BOOK 218, PAGE 294 REFERENCED ABOVE, WHICH DIVIDED CERTAIN NEIGHBORHOODS INTO SEPARATE LOTS, AS SUCH SUBDIVISION PLAN DID NOT IN ANY WAY ALTER THE EXISTING EXEMPT STATUS OF THE BRUNSWICK GARDEN HOMES, OR ALTER ANY OF THE LOT LINES CREATED IN THE PLAN IN PLAN BOOK 218, PAGE 294. SEE LETTER FROM THE TOWN CODE ENFORCEMENT OFFICER DATED DECEMBER 5, 2018 ON FILE WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE TOWN OF BRUNSWICK.

6. ORDINANCE STANDARDS:

- ZONE: GRI (GROWTH RESIDENTIAL 1)
- MINIMUM LOT SIZE: 0.0 ACRES
- DIMENSION REQUIREMENTS:
- 1.) MINIMUM LOT WIDTH: 40'
- 2.) YARD DEPTHS
 - A) FRONT = 0'
 - B) REAR = 0'
 - C) SIDE = 0'
- 3.) MINIMUM BUILDING HEIGHT = 15'
- MAXIMUM BUILDING HEIGHT = 50'
- MAXIMUM DENSITY = 8 UNITS PER ACRE
- MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
- MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.

1. 03-24-2020 SUBMITTED TO THE TOWN OF BRUNSWICK FOR APPROVAL RPL

TITLE:
SUBDIVISION AMENDMENT #4
LOTS 8 & 9 OF BRUNSWICK LANDING HOUSING

PROJECT:
BRUNSWICK LANDING VILLAGE
BRUNSWICK LANDING, BRUNSWICK, MAINE

RECORD OWNER:
BRUNSWICK LANDING CONDOMINIUMS, LLC
74 NEPTUNE DRIVE, BRUNSWICK, ME 04011

SITELINES
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

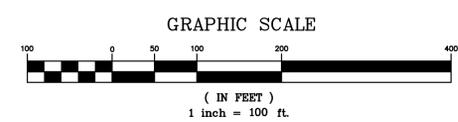
FIELD WK: MC/CR	SCALE: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 3230.03	1
CHD BY: KPC	MAP/LOT: 40 / 138 & 139	
DATE: 03-19-2020	FILE: 3230.03-SITE	

APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD

DATE APPROVED: _____

DATE SIGNED: _____

CHAIRMAN: _____



Lot #	Map-Lot	Address	Use	Area		Density Allowed	Max DU	Actual DU	Imperv Area (s.f.)	% Cover	SPO					
				(s.f.)	(acres)						(s.f.)	(acres)	Area (s.f.)	Imperv (s.f.)	%	Max DU
8	40-138	Developable Lot 4	Undeveloped	927,003	21.28	754,548	17.32	8	139	0	91111	10%	134400	2000	1%	23
8-A		Forrestal Drive	Dwelling, 1- or 2-family	7,322	0.17	7,322	0.17	8	1	1	0%	-	-	-	-	-
8-B		Forrestal Drive	Dwelling, 1- or 2-family	7,743	0.18	7,743	0.18	8	1	1	0%	-	-	-	-	-
8-C		Forrestal Drive	Dwelling, 1- or 2-family	8,122	0.19	8,122	0.19	8	1	1	0%	-	-	-	-	-
8-D		Forrestal Drive	Dwelling, 1- or 2-family	8,096	0.19	8,096	0.19	8	1	1	0%	-	-	-	-	-
9	40-139	Developable Lot 4	Undeveloped	28,907	0.66	28,907	0.66	8	5	0	0	0%	-	-	-	-
9-A		Anchor Drive	Dwelling, 1- or 2-family	17,929	0.41	17,929	0.41	8	3	1	0%	-	-	-	-	-
9-B		Anchor Drive	Dwelling, 1- or 2-family	12,654	0.29	12,654	0.29	8	2	1	0%	-	-	-	-	-
9-C		Anchor Drive	Dwelling, 1- or 2-family	10,156	0.23	10,156	0.23	8	2	1	0%	-	-	-	-	-
9-D		Anchor Drive	Dwelling, 1- or 2-family	9,938	0.23	9,938	0.23	8	2	1	0%	-	-	-	-	-

4 PROPOSED SINGLE FAMILY LOTS

REMAINING LAND OF LOT #9 BRUNSWICK LANDING SUBDIVISION

4 PROPOSED SINGLE FAMILY LOTS

REMAINING LAND OF LOT #8 BRUNSWICK LANDING SUBDIVISION 21.28 AC.

CUMBERLAND
COUNTY REGISTRY OF DEEDS:

RECEIVED: _____

AT _____ HRS _____ MIN _____ M, AND

FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____

REGISTER

SURVEYOR'S CERTIFICATION:

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



DATE: _____

KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE

2020. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITES P.A. NO REPRODUCTION OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES P.A. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES P.A. IS PROHIBITED AND IS AT THE USER'S RISK.

GENERAL NOTES:

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

LAYOUT NOTES:

- ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB OR FOUNDATION.
- OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
- PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE HALF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
- BOUNDARY INFORMATION ON LAYOUT PLAN IS FOR REFERENCE ONLY, REFER TO CERTIFIED BOUNDARY PLANS FOR BOUNDARY INFORMATION.

GRADING AND DRAINAGE NOTES:

- UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 603. PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH THE EXCEPTION THAT THE ONLY ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:
 POLYVINYL CHLORIDE PIPE (PVC) SDR 35
 SMOOTH BORE POLYETHYLENE PIPE - HDPE N-12 ADS OR SDR 35
- TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
- THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.

PERMITTING REQUIREMENTS:

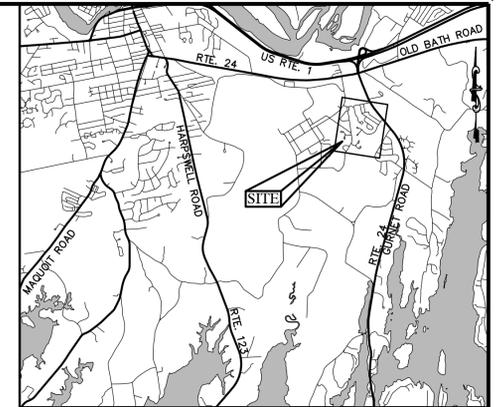
AGENCY:	PERMIT:	STATUS:
TOWN OF BRUNSWICK	SITE PLAN APPROVAL BUILDING	PENDING (BY CONTRACTOR)
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION	SITE LOCATION OF DEVELOPMENT ACT PERMIT AMENDMENT (L-20116-87-L-A)	PENDING


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

BRUNSWICK LANDING VILLAGE

BRUNSWICK LANDING, BRUNSWICK, MAINE

PREPARED FOR: BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011



LOCATION MAP
NOT TO SCALE

UTILITY CONTACTS

CODE ENFORCEMENT

JEFF HUTCHINSON
TOWN OF BRUNSWICK
28 FEDERAL STREET
BRUNSWICK, MAINE 04011
207-725-6651

ELECTRIC SERVICE

CENTRAL MAINE POWER
280 BATH ROAD
BRUNSWICK, MAINE 04011
207-721-8054

TELEPHONE SERVICE

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

CABLE SERVICE

COMCAST CONSTRUCTION OFFICE
336 BATH ROAD
BRUNSWICK, MAINE, 04011
207-729-6660

WATER SERVICE

BRUNSWICK-TOPSHAM WATER DISTRICT
ALAN FRASIER, P.E., GENERAL MANAGER
BOX 580
BRUNSWICK, MAINE 04011
207-729-9956

SANITARY SEWER

BRUNSWICK SEWER DISTRICT
LEONARD BLANCHETTE, GENERAL MANAGER
10 PINE TREE ROAD
BRUNSWICK, MAINE 04011
207-729-0148

PUBLIC WORKS DEPARTMENT

JAY ASTLE, PUBLIC WORKS DIRECTOR
9 INDUSTRY ROAD
BRUNSWICK, MAINE 04011
207-725-6654

BRUNSWICK FIRE DEPARTMENT

KENNETH BRILLANT, FIRE CHIEF
21 TOWN HALL PLACE
BRUNSWICK, MAINE 04011
207-725-5541

PROJECT TEAM

CIVIL ENGINEER

SITELINES P.A.
ATTN: CURTIS Y. NEUFELD, P.E.
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207-725-1200
WWW.SITELINESPA.COM

SURVEYOR

SITELINES P.A.
ATTN: KEVIN CLARK, PLS
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207-725-1200
WWW.SITELINESPA.COM

BUILDER

GRAIVER HOMES
ATTN: LONI GRAIVER
207-329-7355
WWW.GRAIVERHOMES.COM

ENVIRONMENT CONSULTANT

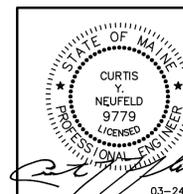
ATLANTIC ENVIRONMENTAL, LLC
ATTN: TIM FORRESTER
135 RIVER ROAD
WOOLWICH, MAINE 04579
207-837-2199

EXISTING	LEGEND	PROPOSED
●	IRON MARKER FOUND	○
	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET	
	GRANITE MONUMENT SET	□
	CATCH BASIN	⊕
	SEWER MANHOLE	⊕
	FIRE HYDRANT	⊕
	WATER GATE VALVE	⊕
	WATER SHUT-OFF	⊕
	BLOW-OFF/CLEAN-OUT	⊕
	UTILITY POLE	●
	UTILITY LINE	— UCE — (OVERHEAD UTILITY LINE)
	PROPERTY LINE	---
	EASEMENTS	---
	SETBACK/BUFFER	---
	SOILS BOUNDARY	---
	WETLAND BOUNDARY	---
	STREAM	—
	CULVERT	—
	CURB	—
	EDGE OF PAVEMENT	—
	ROAD CENTERLINE	—
	BUILDING	—
	STORM DRAIN(SEE PLAN FOR SIZE)	— 12"SD —
	SEWER LINE(SEE PLAN FOR SIZE)	— 6"S —
	WATER LINE(SEE PLAN FOR SIZE)	— 8"W —
	UNDERDRAIN(SEE PLAN FOR SIZE)	—
	SLOPE ARROW	— -1.5% —
	CONTOURS	— 100 —
	TEMPORARY INLET PROTECTION	○
	CLEARING LIMIT	—
	TREE LINE	—
	SEDIMENT BARRIER	— SB —
	RIPRAP	—
	CONSTRUCTION ENTRANCE	—
	PROPOSED PAVEMENT	—
	SPOT GRADE	— T100.50 / B100.00 —

- 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
- 03-16-20 REVISED PER CCSWCD REVIEW COMMENTS MCA
- 02-19-20 SUBMITTED TO MAINE DEP MCA

SHEET INDEX		
SHEET #	SHEET TITLE:	SCALE:
C1	COVER SHEET	NTS
C2	OVERALL SITE PLAN	1" = 100'
C3	SITE DEVELOPMENT PLAN	1" = 40'
C4	UTILITY PLAN	1" = 40'
C5	EROSION CONTROL PLAN	1" = 50'
C6	SITE DEVELOPMENT DETAILS, SHEET 1 OF 2	NTS
C7	SITE DEVELOPMENT DETAILS, SHEET 2 OF 2	NTS
C8	STORMWATER DETAILS	NTS
C9	EROSION CONTROL NOTES	NTS
L1	LANDSCAPE PLAN	1"=40'

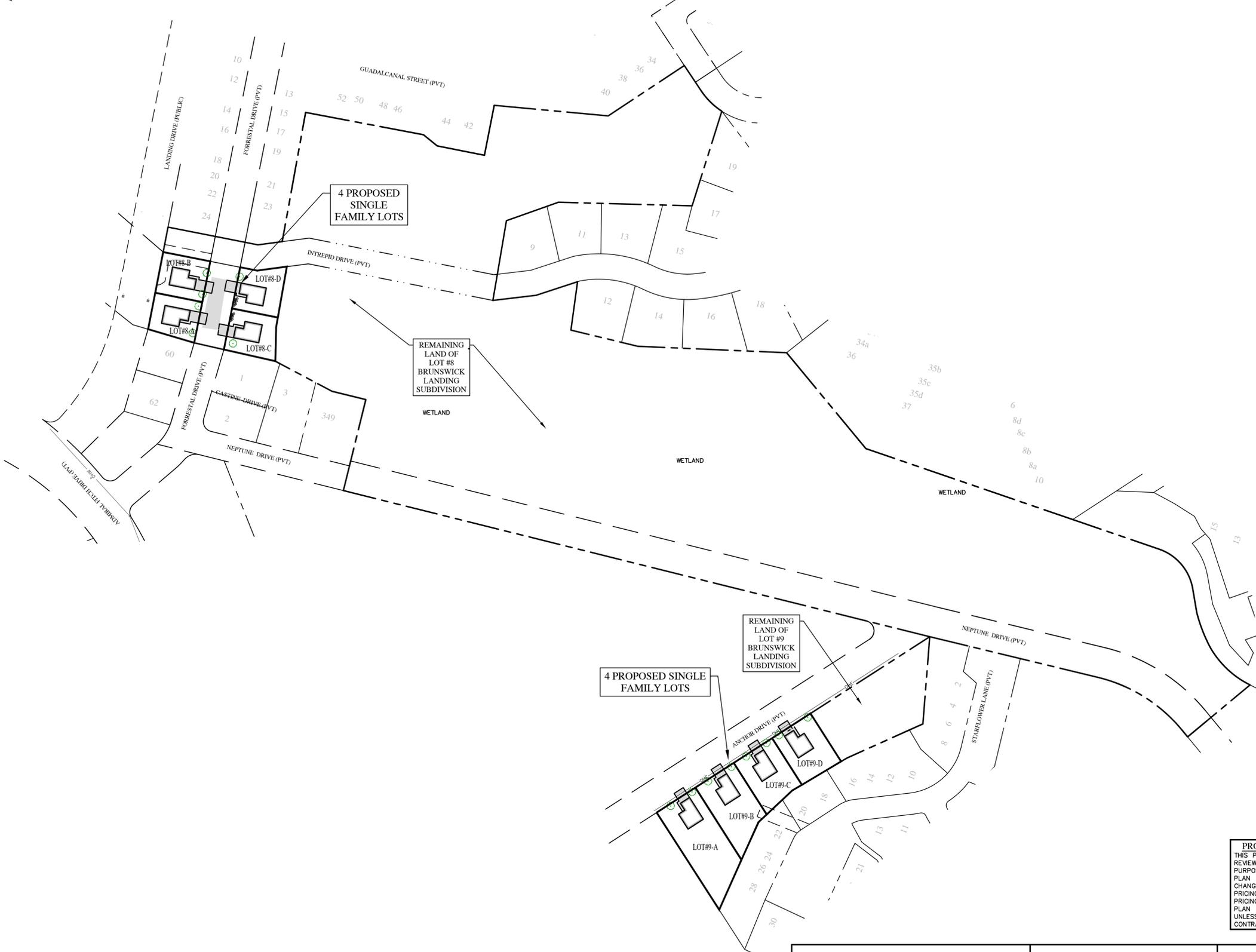
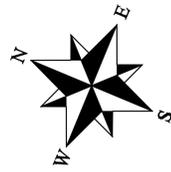
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TITLE: **COVER SHEET**
 PROJECT: **BRUNSWICK LANDING VILLAGE
BRUNSWICK LANDING, BRUNSWICK, MAINE**
 PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**


SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: NTS	SHEET:
DRN BY: RPL	JOB #: 3230.03	C1
CHD BY: CYN	MAP/LOT:	
DATE: 02-05-20	FILE: 3230.03 COV-DET	



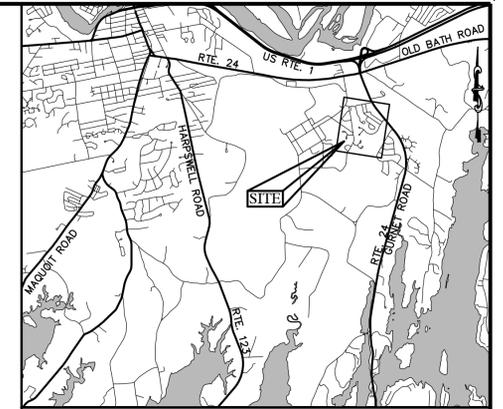
4 PROPOSED SINGLE FAMILY LOTS

REMAINING LAND OF LOT #8 BRUNSWICK LANDING SUBDIVISION

4 PROPOSED SINGLE FAMILY LOTS

REMAINING LAND OF LOT #9 BRUNSWICK LANDING SUBDIVISION

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LOCATION MAP
 SCALE: 1" = 5000'

PLAN REFERENCE:
 a) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.

GENERAL NOTES:

1. AREA OF EXISTING LOTS = 115.82 AC.
2. ORDINANCE STANDARDS:
 ZONE: GR1 (GROWTH RESIDENTIAL 1)
 MINIMUM LOT SIZE: 0.0 ACRES
 DIMENSION REQUIREMENTS:
 1.) MINIMUM LOT WIDTH: 40'
 2.) YARD DEPTHS
 A) FRONT = 0'
 B) REAR = 0'
 C) SIDE = 0'
 3.) MINIMUM BUILDING HEIGHT = 24'
 MAXIMUM BUILDING HEIGHT = 50'
 MAXIMUM DENSITY = 8 UNITS PER ACRE
 MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
 MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.
3. TAX MAP REFERENCE:
 LOT 8: TAX MAP 40, LOT 138
 LOT 9: TAX MAP 40, LOT 139
4. WETLANDS:
 WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL LLC, WOOLWICH, ME.

3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
 2. 03-16-20 REVISED PER COSWCD REVIEW COMMENTS MCA
 1. 02-19-20 SUBMITTED TO MAINE DEP MCA

TITLE: **OVERALL SITE PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE
 BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC
 74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

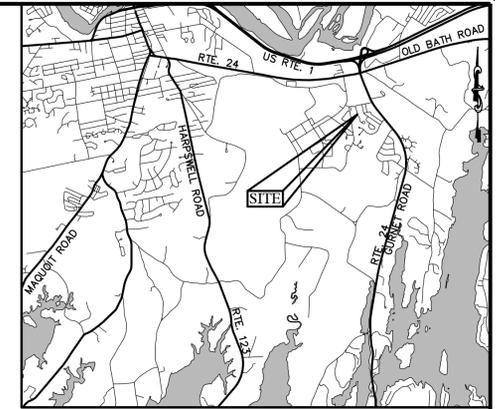
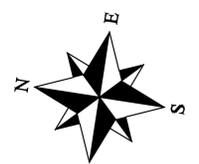
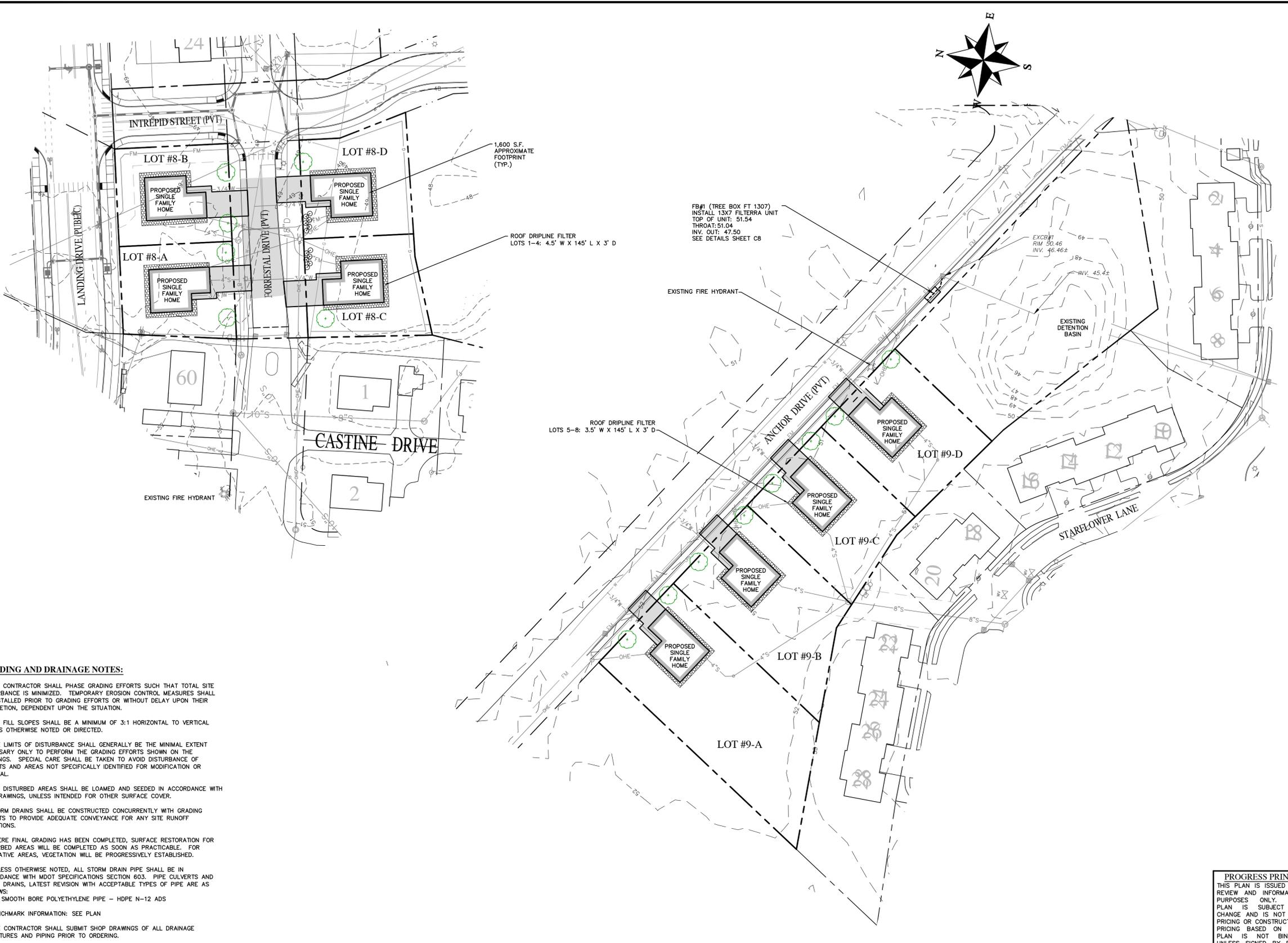
CALL DIG SAFE UTILITY LOCATION
1-888-344-7233
 STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

GRAPHIC SCALE
 0 50 100 200
 (IN FEET)
 1 inch = 100 ft.
 ISSUED FOR:

STATE OF MAINE
 CURTIS Y. NEUFELD
 9779
 LICENSED PROFESSIONAL ENGINEER
 03-24-20

SITELINES
 119 PURINTON ROAD, SUITE A
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 207.725.1200
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FIELD WK: MC/CH	SCALE: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 3230.03	C2
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	



LOCATION MAP
SCALE: 1" = 5000'

GRADING AND DRAINAGE NOTES:

1. THE CONTRACTOR SHALL PHASE GRADING EFFORTS SUCH THAT TOTAL SITE DISTURBANCE IS MINIMIZED. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO GRADING EFFORTS OR WITHOUT DELAY UPON THEIR COMPLETION, DEPENDENT UPON THE SITUATION.
2. ALL FILL SLOPES SHALL BE A MINIMUM OF 3:1 HORIZONTAL TO VERTICAL UNLESS OTHERWISE NOTED OR DIRECTED.
3. THE LIMITS OF DISTURBANCE SHALL GENERALLY BE THE MINIMAL EXTENT NECESSARY ONLY TO PERFORM THE GRADING EFFORTS SHOWN ON THE DRAWINGS. SPECIAL CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF OBJECTS AND AREAS NOT SPECIFICALLY IDENTIFIED FOR MODIFICATION OR REMOVAL.
4. ALL DISTURBED AREAS SHALL BE LOAMED AND SEEDING IN ACCORDANCE WITH THE DRAWINGS, UNLESS INTENDED FOR OTHER SURFACE COVER.
5. STORM DRAINS SHALL BE CONSTRUCTED CONCURRENTLY WITH GRADING EFFORTS TO PROVIDE ADEQUATE CONVEYANCE FOR ANY SITE RUNOFF CONDITIONS.
6. WHERE FINAL GRADING HAS BEEN COMPLETED, SURFACE RESTORATION FOR DISTURBED AREAS WILL BE COMPLETED AS SOON AS PRACTICABLE. FOR VEGETATIVE AREAS, VEGETATION WILL BE PROGRESSIVELY ESTABLISHED.
7. UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDT SPECIFICATIONS SECTION 603. PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:
SMOOTH BORE POLYETHYLENE PIPE - HDPE N-12 ADS
8. BENCHMARK INFORMATION: SEE PLAN
9. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL DRAINAGE STRUCTURES AND PIPING PRIOR TO ORDERING.
10. RIM ELEVATIONS OF PROPOSED DRAINAGE STRUCTURES ARE APPROXIMATE. FINAL ELEVATIONS ARE TO BE SET FLUSH AND CONSISTENT WITH THE GRADING PLANS.
11. TRANSITIONS BETWEEN SLOPES ARE TO BE GENERALLY GRADUAL AND RESULT IN A SMOOTH, ROUNDED APPEARANCE.

LAYOUT NOTES:

1. ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB OR FOUNDATION.
2. BOUNDARY INFORMATION ON LAYOUT PLAN IS FOR REFERENCE ONLY. REFER TO CERTIFIED BOUNDARY PLANS FOR BOUNDARY INFORMATION.

1,600 S.F. APPROXIMATE FOOTPRINT (TYP.)

ROOF DRIPLINE FILTER
LOTS 1-4: 4.5' W X 145' L X 3' D

FB#1 (TREE BOX FT 1307)
INSTALL 13X7 FILTERRA UNIT
TOP OF UNIT: 51.54
THROAT: 51.04
INV. OUT: 47.50
SEE DETAILS SHEET C8

ROOF DRIPLINE FILTER
LOTS 5-8: 3.5' W X 145' L X 3' D

EXCB#1
RIM 50.46
INV. 46.46±

INV. 45.4±

EXISTING DETENTION BASIN

GROWTH RESIDENTIAL 1 ZONING DISTRICT (GR1) & BLV CDP		
ZONING STANDARD	REQUIRED	PROPOSED
MIN. LOT SIZE:	N/A	
MIN. LOT WIDTH:	40'	81.66
YARD DEPTH:		
FRONT:	0'	0'+
REAR:	0'	0'+
SIDE:	0'	0'+
MIN/MAX. HEIGHT:	1-4 STORIES	1 STORY
MAX. FOOTPRINT:	20,000 S.F.	1,600 S.F.
MAX. IMPERVIOUS COVERAGE:	55%	<55%
PARKING REQUIRED	2 PER D.U. = 16 SPACES	16 SPACES

3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
2. 03-16-20 REVISED PER COSWD REVIEW COMMENTS MCA
1. 02-19-20 SUBMITTED TO MAINE DEP MCA

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TITLE: **SITE DEVELOPMENT PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

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

GRAPHIC SCALE
0 20 40 80
(IN FEET)
1 inch = 40 ft.

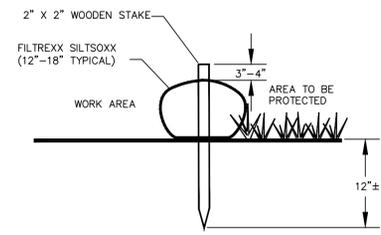
ISSUED FOR:
PERMITTING REVIEW

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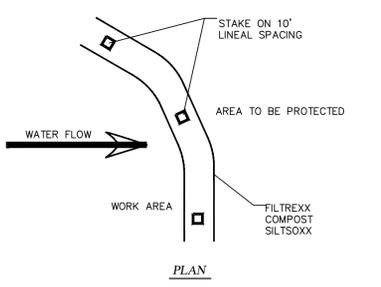
03-24-20

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FIELD WK: MC/CH	SCALE: 1" = 40'	SHEET:
DRN BY: RPL	JOB #: 3230.03	C3
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	

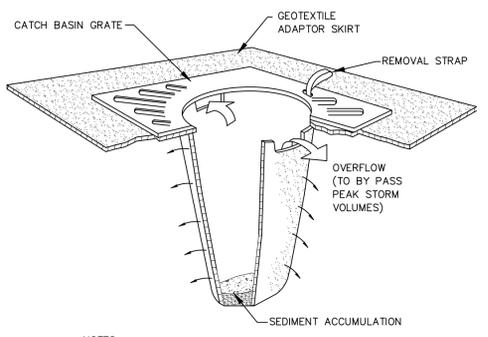


SECTION



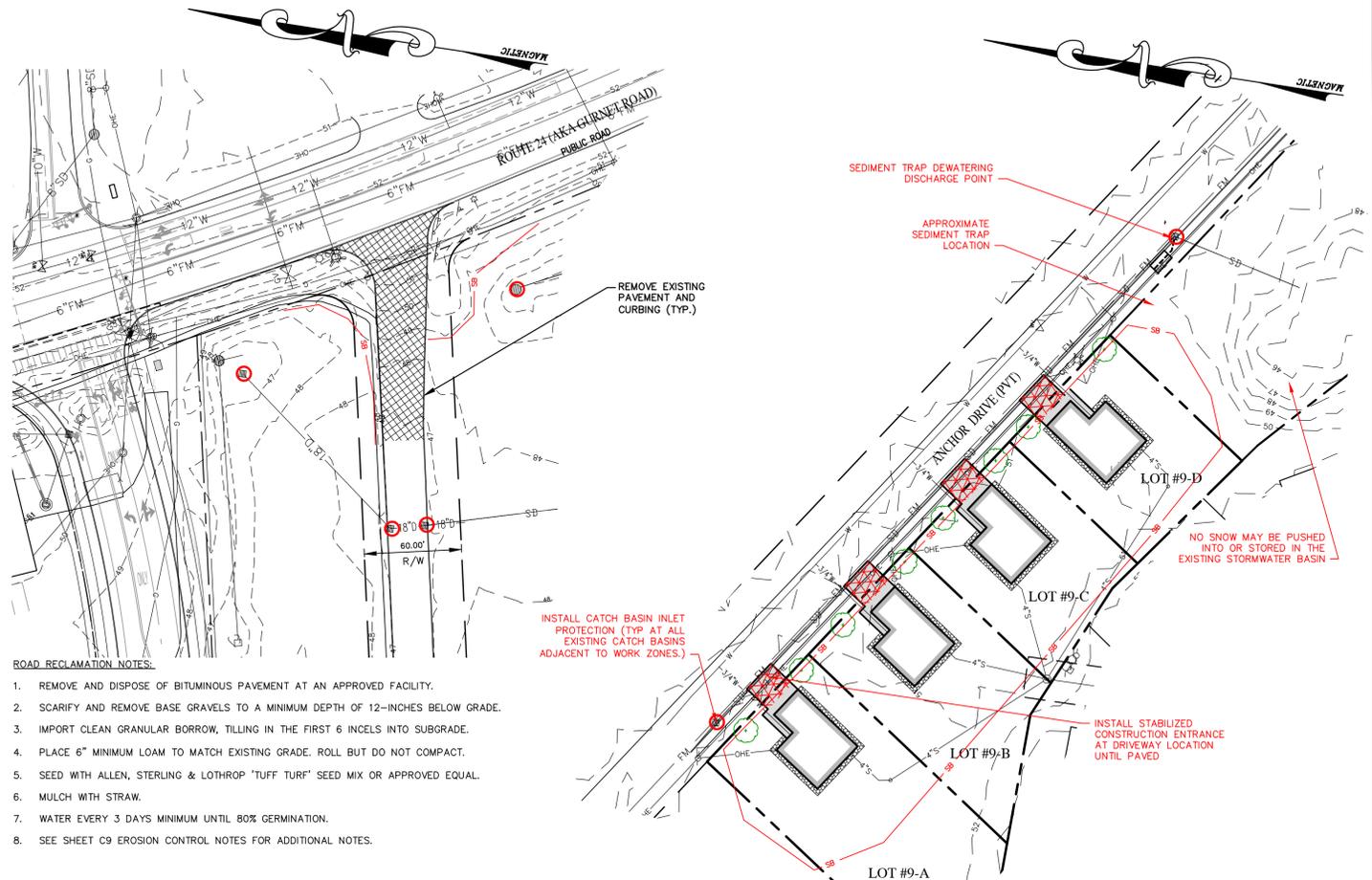
PLAN

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



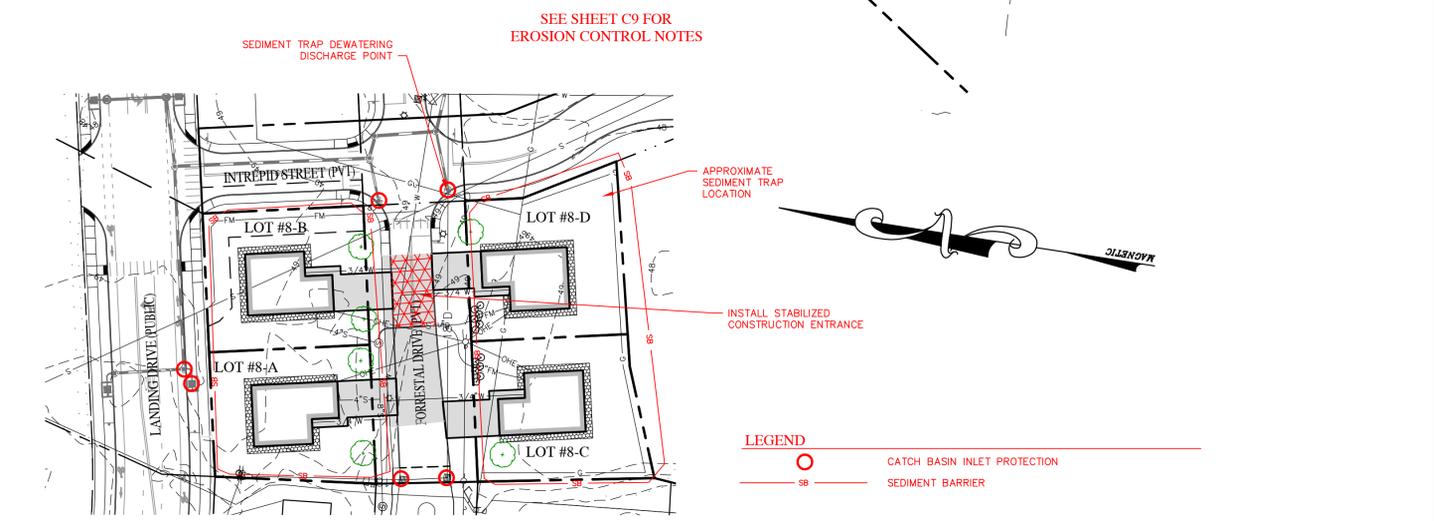
- NOTES:
1. CATCH BASIN PROTECTION TO BE "SILTSACK" (BY ACF ENVIRONMENTAL) OR "STREAM GUARD" (BY FOSS ENVIRONMENTAL SERVICES).
 2. INSERT TO BE EMPTIED IN AN APPROVED MANNER WHEN IT IS 1/2 FULL OF SEDIMENT.
 3. INSPECT INSERT AFTER ALL RAINFALL EVENTS, REPAIR AND MAINTAIN AS REQUIRED.

B TEMPORARY INLET PROTECTION DETAIL
N.T.S.



- ROAD RECLAMATION NOTES:
1. REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT AT AN APPROVED FACILITY.
 2. SCARIFY AND REMOVE BASE GRAVELS TO A MINIMUM DEPTH OF 12-INCHES BELOW GRADE.
 3. IMPORT CLEAN GRANULAR BORROW, TILLING IN THE FIRST 6 INCHES INTO SUBGRADE.
 4. PLACE 6" MINIMUM LOAM TO MATCH EXISTING GRADE. ROLL BUT DO NOT COMPACT.
 5. SEED WITH ALLEN, STERLING & LOTHROP "TUFF TURF" SEED MIX OR APPROVED EQUAL.
 6. MULCH WITH STRAW.
 7. WATER EVERY 3 DAYS MINIMUM UNTIL 80% GERMINATION.
 8. SEE SHEET C9 EROSION CONTROL NOTES FOR ADDITIONAL NOTES.

A FILTREXX SILTISOXX DETAIL "SEDIMENT BARRIER OPTION"
N.T.S.

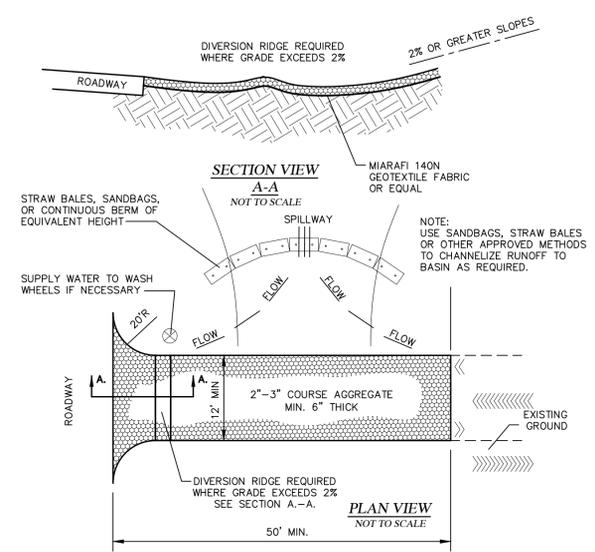


- EROSION & SEDIMENT CONTROL (ESC) NOTES:
1. ESC BMPs SHALL BE INSTALLED PRIOR TO START OF WORK.
 2. CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT DISTURBED AREAS AND REVIEW BMPs PRIOR TO FORECAST PRECIPITATION OF MORE THAN 0.5 INCHES.
 3. CONTRACTOR TO SWEEP EXISTING PAVED ACCESS AS NEEDED TO REMOVE TRACKED SOILS.
 4. CONTRACTOR SHALL KEEP THE WRITTEN STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE PLAN ON SITE.
 5. SEE ADDITIONAL NOTES ON SHEET C10, EROSION CONTROL NOTES.

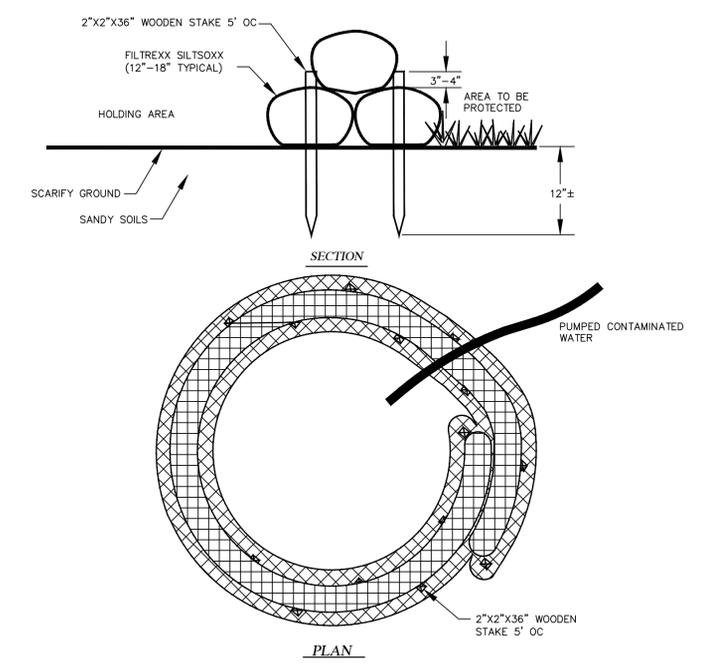
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1. 02-19-20 SUBMITTED TO MAINE DEP MCA
2. 03-16-20 REVISED PER COWSD REVIEW COMMENTS MCA
3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA

TITLE:	EROSION CONTROL PLAN	
PROJECT:	BRUNSWICK LANDING VILLAGE BRUNSWICK LANDING, BRUNSWICK, MAINE	
PREPARED FOR:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	



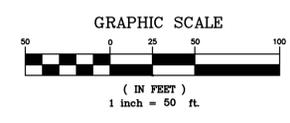
- NOTE:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR BASIN.
 4. TRACKED MUD OR SEDIMENT SHALL BE REMOVED PRIOR TO THE NEXT STORM EVENT. "REMOVED" SHALL MEAN VACUUM SWEEPING. MECHANICAL BROOM/SWEEPING SEDIMENT INTO DITCHES OR STRUCTURES IS NOT ACCEPTABLE.



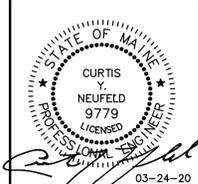
D SEDIMENT TRAP DETAIL
N.T.S.

C STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

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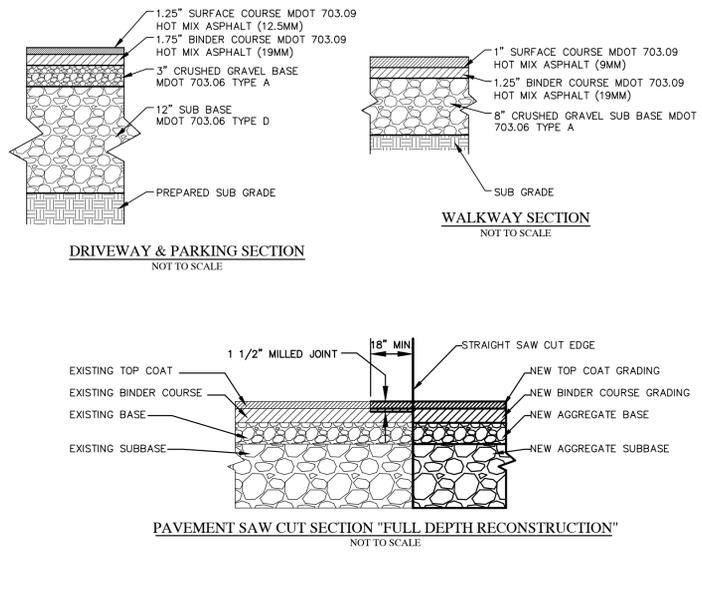
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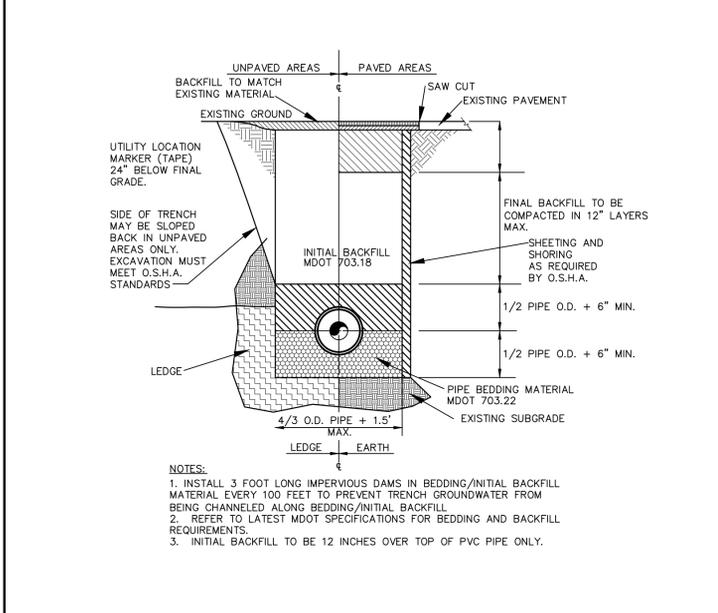
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FIELD WK: MC/CH	SCALE: 1"=50'	SHEET:
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DATE: 02-05-20	FILE: 3230.03-SITE	

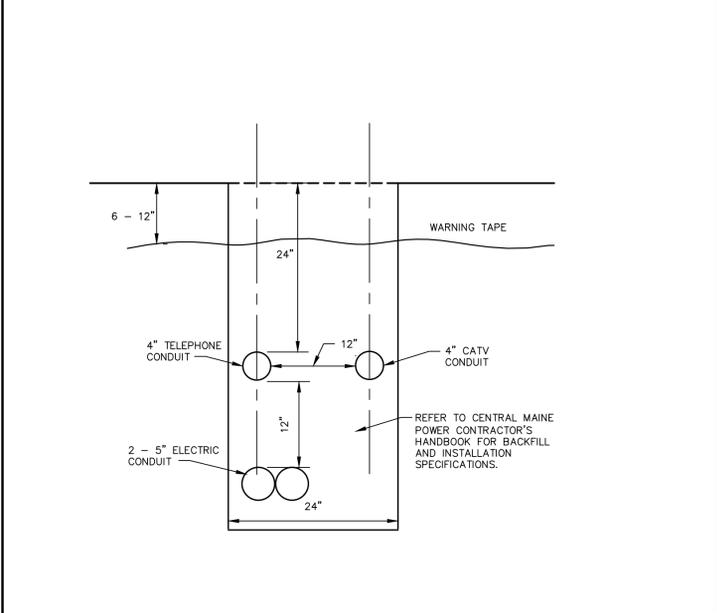
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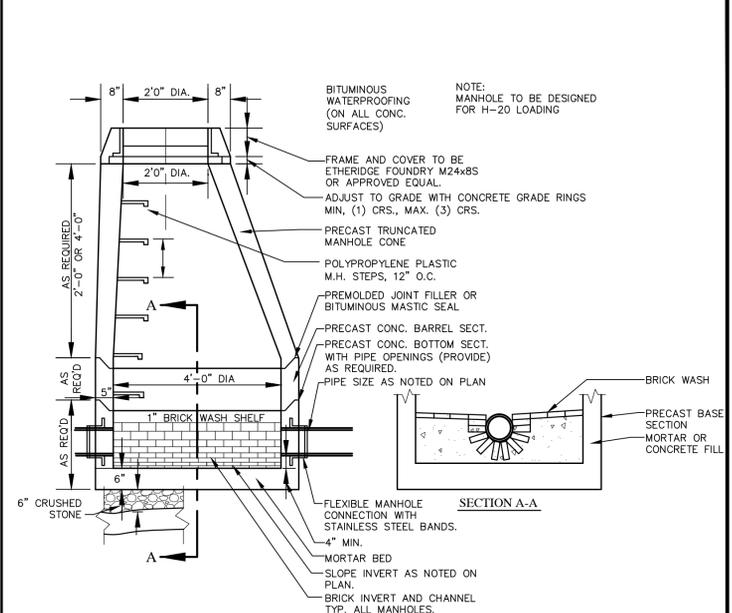
A PAVEMENT SECTIONS
N.T.S.



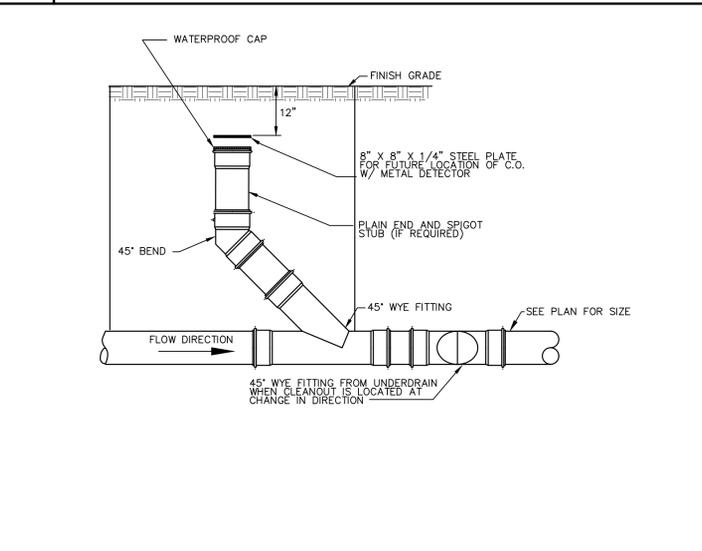
B TYPICAL PIPE TRENCH DETAIL
N.T.S.



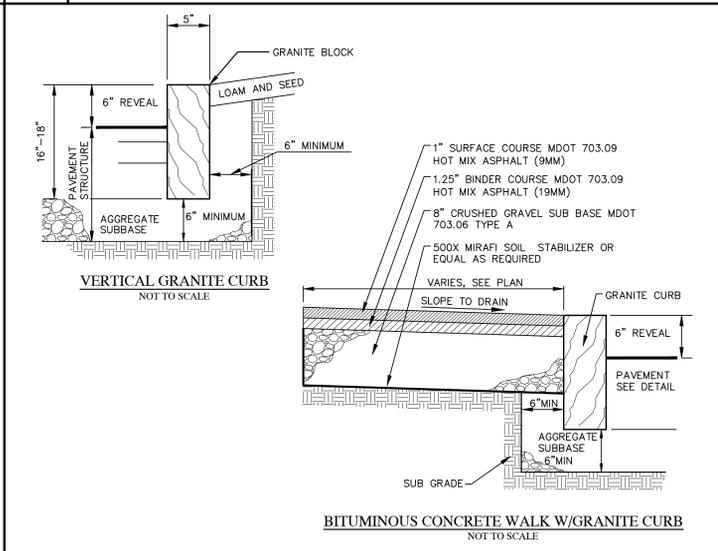
C UTILITY TRENCH
N.T.S.



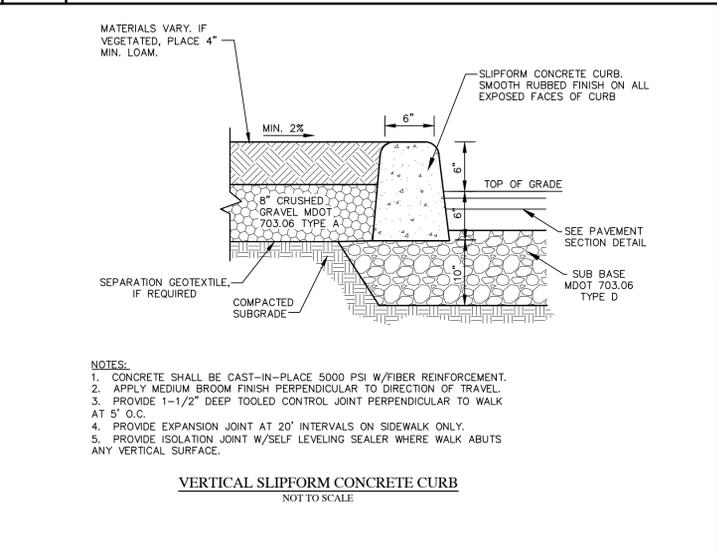
D SANITARY SEWER DETAIL
N.T.S.



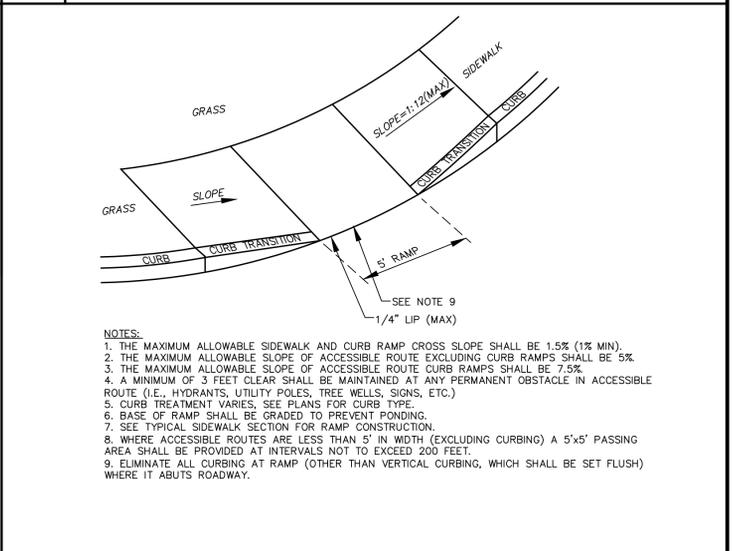
E SEWER CLEAN OUT DETAIL
N.T.S.



F CURBING DETAILS
N.T.S.



G TIP DOWN SIDEWALK RAMP
N.T.S.

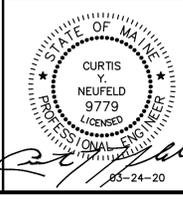


H TIP DOWN SIDEWALK RAMP
N.T.S.

- 3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
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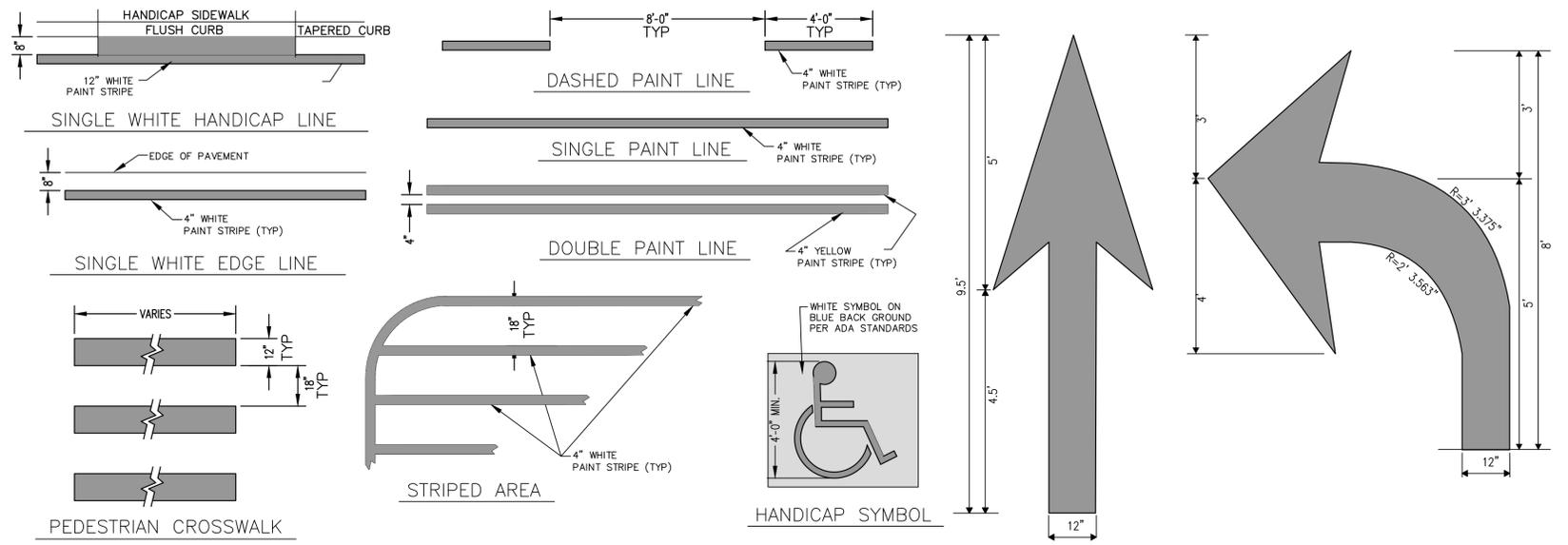
TITLE: SITE DEVELOPMENT DETAILS SHEET 1 OF 2
PROJECT: BRUNSWICK LANDING VILLAGE BRUNSWICK LANDING, BRUNSWICK, MAINE
OWNER: BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011



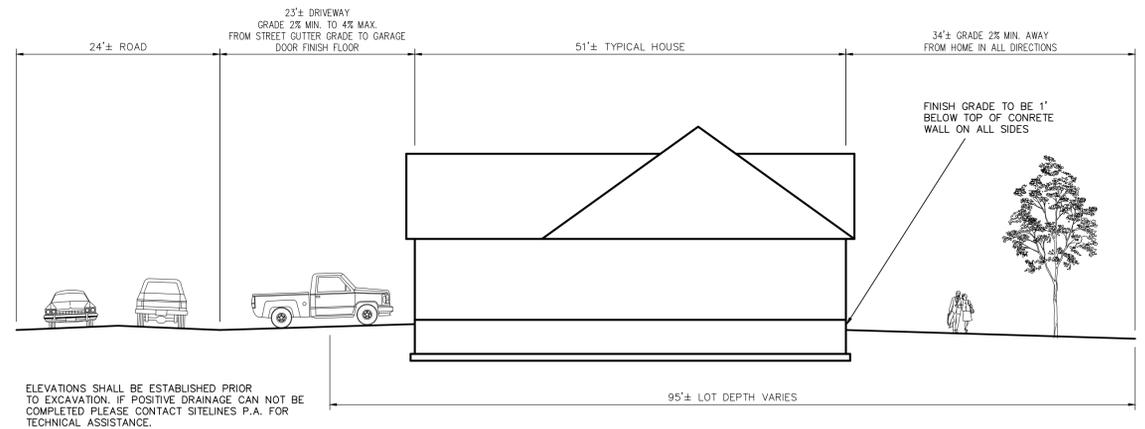
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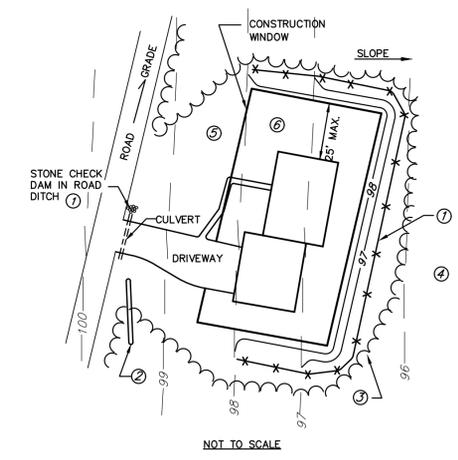
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A PAVEMENT MARKINGS
N.T.S.



B TYPICAL LOT GRADING DETAIL
N.T.S.



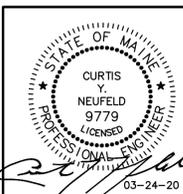
C HOUSE SITE - BEST MANAGEMENT PRACTICES
N.T.S.

- INSTALLATION:**
1. INSTALL SEDIMENT BARRIERS ON YOUR SITE BEFORE DISTURBING SOILS. SEE THE "SEDIMENT BARRIERS" MEASURE FOR DETAILS ON INSTALLATION AND MAINTENANCE.
 2. CONSTRUCT A DIVERSION DITCH TO KEEP UPSLOPE RUNOFF OUT OF WORK AREA.
 3. MARK CLEARING LIMITS ON THE SITE TO KEEP EQUIPMENT OUT OF AREAS WITH STEEP SLOPES, CHANNELIZED FLOW, OR ADJACENT SURFACE WATERS AND WETLANDS.
 4. PRESERVE BUFFERS BETWEEN THE WORK AREA AND ANY DOWNSTREAM SURFACE WATERS AND WETLANDS. SEE THE "BUFFERS" MEASURE FOR BUFFER PRESERVATION.
 5. USE TEMPORARY MULCH AND RYE-SEED TO PROTECT DISTURBED SOILS OUTSIDE THE ACTIVE CONSTRUCTION AREA. SEE THE "MULCHING" MEASURE AND "VEGETATION" MEASURE FOR DETAILS AND SPECIFICATIONS FOR THESE CONTROLS.
 6. PERMANENTLY SEED AREAS NOT TO BE PAVED WITHIN SEVEN DAYS OF COMPLETING FINAL GRADING. SEE "VEGETATION" MEASURE FOR INFORMATION ON PROPER SEEDING.
- MAINTENANCE:**
- EVERY MONTH THE FIRST YEAR AFTER CONSTRUCTION AND YEARLY THEREAFTER, INSPECT FOR AREAS SHOWING EROSION OR POOR VEGETATION GROWTH. FIX THESE PROBLEMS AS SOON AS POSSIBLE. EACH SPRING REMOVE ANY ACCUMULATION OF DEBRIS OR WINTER SAND THAT WOULD IMPEDE RUNOFF FROM ENTERING A BUFFER OR DITCH.

3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
2. 03-16-20 REVISED PER CCSWD REVIEW COMMENTS MCA
1. 02-19-20 SUBMITTED TO MAINE DEP MCA

PROGRESS PRINT
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TITLE:	SITE DEVELOPMENT DETAILS SHEET 2 OF 2
PROJECT:	BRUNSWICK LANDING VILLAGE BRUNSWICK LANDING, BRUNSWICK, MAINE
OWNER:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011



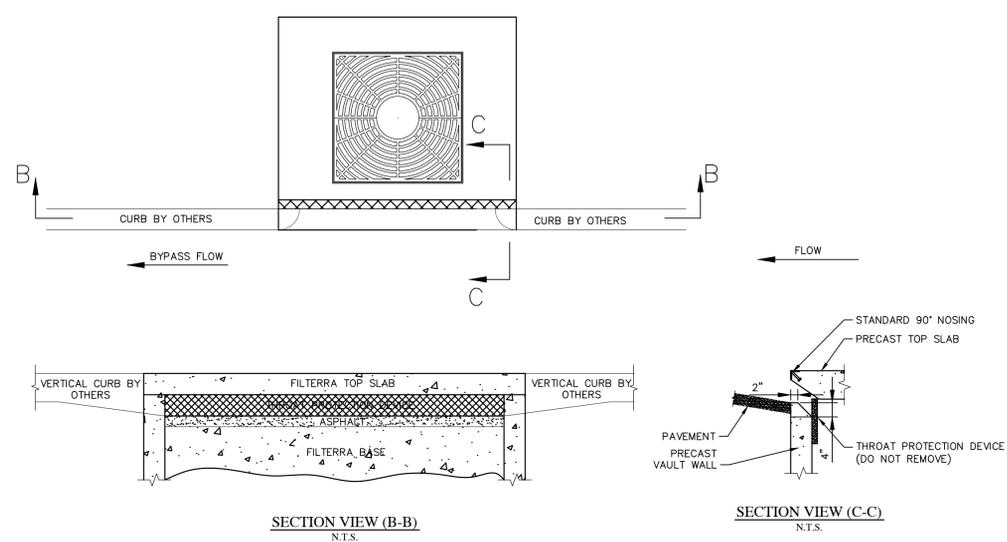
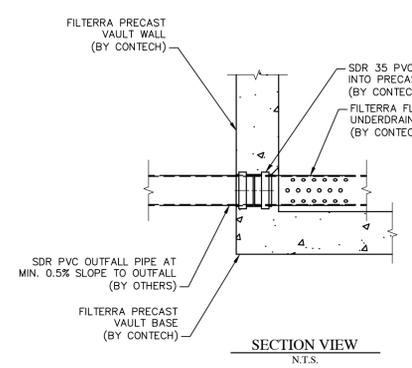
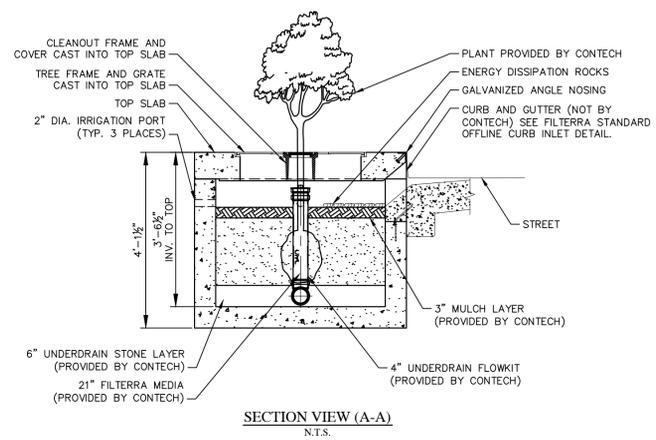
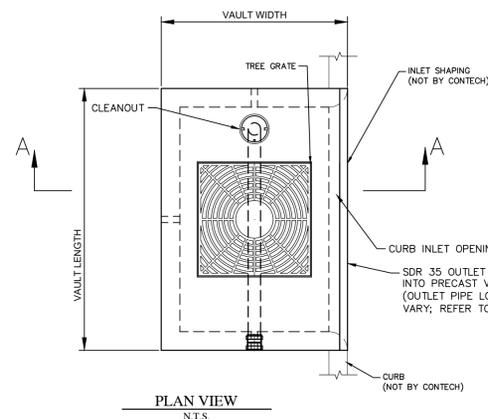
SITESLINES
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: NTS	C7
DRN BY: RPL	JOB #: 3230.03	
CH'D BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03 COV-DET	

FT LONG SIDE INLET CONFIGURATION					
DESIGNATION	SIZE	LENGTH	WIDTH	OUTLET PIPE	TREE GRATE QTY & SIZE
FT1207	13 x 7	13'-0"	7'-0"	6" SDR 35	(2) 4' x 4'

SYSTEM MUST BE INSTALLED UNDER CONTECH SUPERVISION. FOR INSTALLATION QUESTIONS, CONTACT CONTECH (207-892-0348)

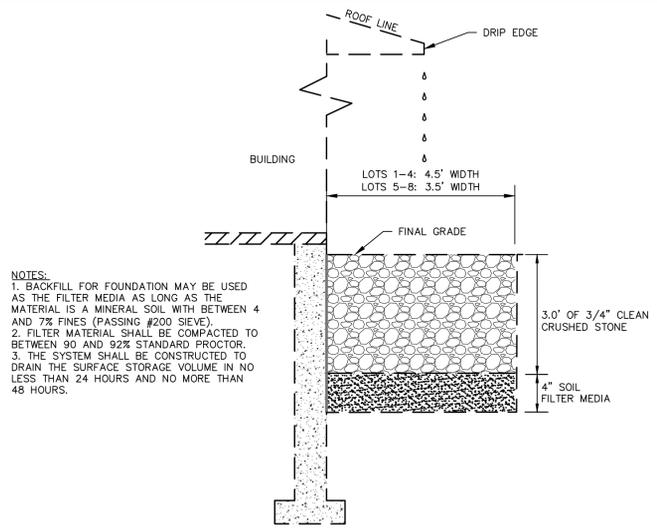
INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING UPON OUTLET LOCATION



A FILTERRA OFF-LINE CURB INLET CONFIGURATION
N.T.S.

B FILTERRA OUTFALL PIPE CONNECTION
N.T.S.

C FILTERRA MODIFIED THROAT OPENING
N.T.S.



CONSTRUCTION OVERSIGHT
THE APPLICANT WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF ALL STORMWATER MANAGEMENT STRUCTURES TO BE BUILT AS PART OF THE PROJECT. IF NECESSARY, THE INSPECTING ENGINEER WILL INTERPRET THE CONSTRUCTION PLANS 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 STRUCTURES HAVE BEEN COMPLETED. ACCOMPANYING THE ENGINEER'S NOTIFICATION MUST BE A COPY OF THE TEST RESULTS FOR ANY SOIL FILL, AGGREGATE, OR MULCH MATERIALS USED IN THE CONSTRUCTION OF THE STORMWATER MANAGEMENT STRUCTURES AND 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.

ROOF DRIPLINE FILTRATION
CONSTRUCTION INSPECTIONS: AT A MINIMUM, THE PROFESSIONAL ENGINEER'S INSPECTION WILL OCCUR AFTER FOUNDATION SOIL PREPARATION BUT PRIOR TO PLACEMENT OF THE GEOTEXTILE LINING, AFTER THE FOUNDATION DRAIN PIPE IS INSTALLED BUT NOT YET BACKFILLED, AFTER THE PIPE BEDDING GRAVEL IS PLACED BUT PRIOR TO THE PLACEMENT OF THE GRAVEL FILTER MEDIA, AFTER THE GRAVEL FILTER MEDIA HAS BEEN PLACED BUT PRIOR TO INSTALLING THE CRUSHED STONE SURFACE LAYER, AND AFTER THE SURFACE CRUSHED STONE SURFACE LAYER IS INSTALLED.

TESTING AND SUBMITTALS: THE GRAVEL FILTER MEDIA IN THE ROOF DRIPLINE FILTRATION BMP MUST BE CONFIRMED AS SUITABLE BY TESTING. THE CONTRACTOR SHALL IDENTIFY THE SOURCE OF THESE GRAVELS AND OBTAIN SAMPLES FOR TESTING. ALL TESTING MUST BE DONE BY A CERTIFIED LABORATORY. ALL RESULTS OF FIELD AND LABORATORY TESTING SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR CONFIRMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLETION OF THE FOLLOWING SAMPLING AND TESTING BEFORE THE GRAVEL IS PLACED AS PART OF THE DRIPLINE FILTER'S CONSTRUCTION.

• OBTAIN A SAMPLE OF THE GRAVEL FILTER MEDIA. THE SAMPLE MUST BE A COMPOSITE OF THREE DIFFERENT LOCATIONS (GRABS) FROM THE GRAVEL STOCKPILE. THE SAMPLE SIZE REQUIRED WILL BE DETERMINED BY THE TESTING LABORATORY. PERFORM A SIEVE ANALYSIS CONFORMING TO ASTM C136 (STANDARD TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES 1996A) OF THE SAND FILTER MEDIA SHOWING IT MEETS THE FOLLOWING GRADATION:

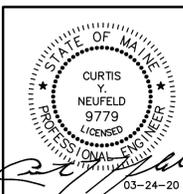
SIEVE SIZE	% PASSING BY WEIGHT
3"	100
#200	4-7

D ROOF DRIPLINE FILTER DETAIL
N.T.S.

- 3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
- 2. 03-16-20 REVISED PER CCSWCD REVIEW COMMENTS MCA
- 1. 02-19-20 SUBMITTED TO MAINE DEP MCA

PROGRESS PRINT
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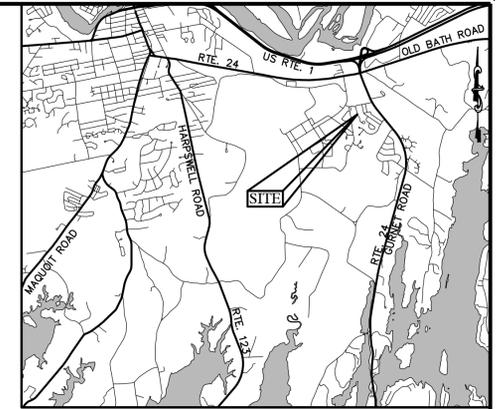
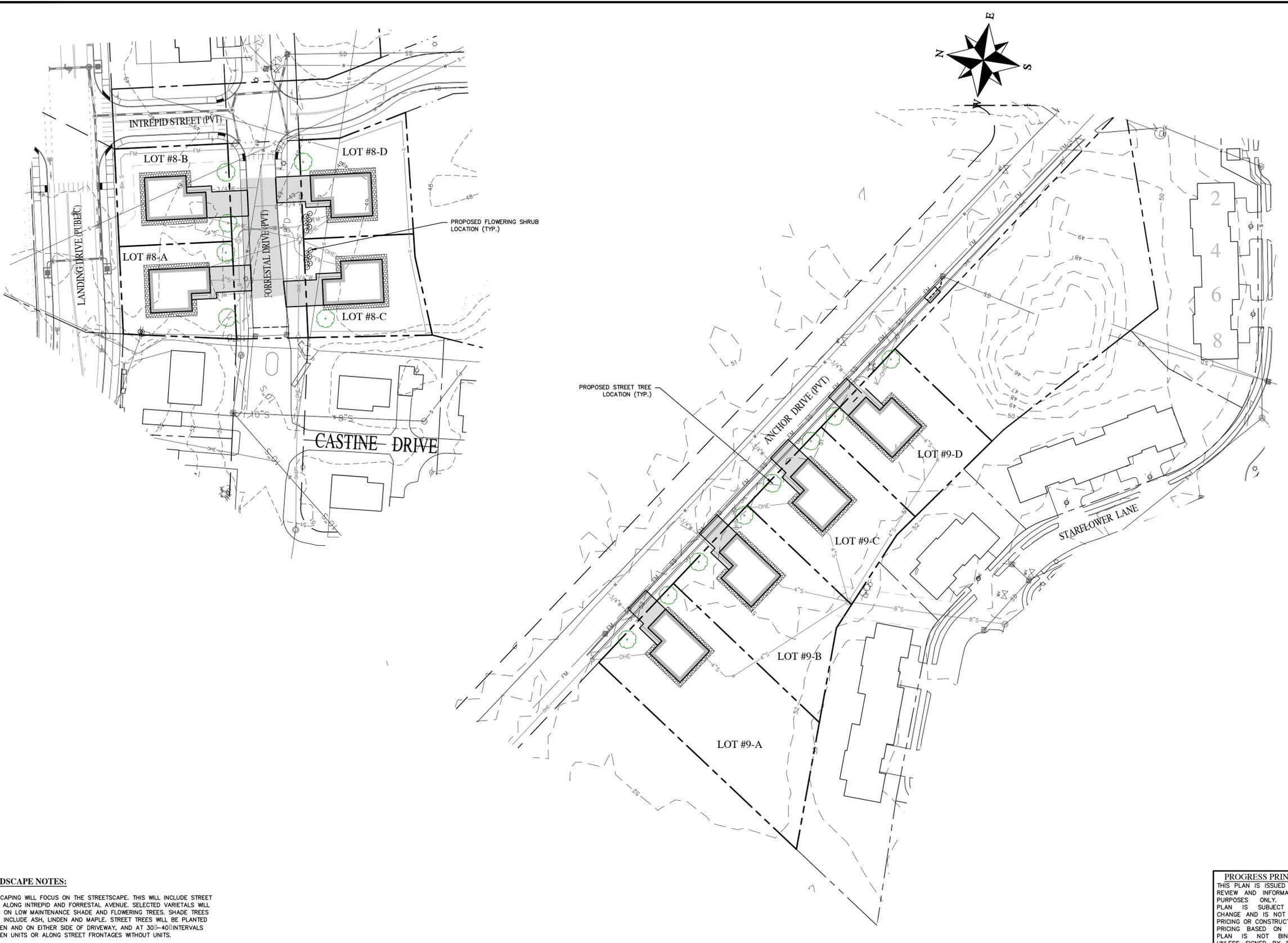
TITLE:	STORMWATER DETAILS
PROJECT:	BRUNSWICK LANDING VILLAGE BRUNSWICK LANDING, BRUNSWICK, MAINE
OWNER:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011



SITELINES
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: NTS	C8
DRN BY: RPL	JOB #: 3230.03	
CH'D BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03 COV-DET	

2020. THIS DRAWING IS THE PROPERTY OF BRUNSWICK DESIGNWORKS, INC. NO REPRODUCTION OR CHANGE MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF BRUNSWICK DESIGNWORKS, INC. AND IS AT THE USER'S RISK.



LOCATION MAP
SCALE: 1" = 5000'

LANDSCAPE NOTES:

LANDSCAPING WILL FOCUS ON THE STREETScape. THIS WILL INCLUDE STREET TREES ALONG INTREPID AND FORRESTAL AVENUE. SELECTED VARIETALS WILL FOCUS ON LOW MAINTENANCE SHADE AND FLOWERING TREES. SHADE TREES COULD INCLUDE ASH, LINDEN AND MAPLE. STREET TREES WILL BE PLANTED BETWEEN AND ON EITHER SIDE OF DRIVEWAY, AND AT 30'-40' INTERVALS BETWEEN UNITS OR ALONG STREET FRONTAGES WITHOUT UNITS.

ORNAMENTAL TREES COULD INCLUDE FLOWERING CRAB, FLOWERING PEAR, JAPANESE TREE LILAC, TREE CRANBERRY, CHOKECHERRY AMELANCHIER VARIETIES AND RIVER/HERITAGE BIRCH. SINCE THE LOCATION OF THE TREES WILL BE DEPENDENT ON DRIVEWAYS AND BUILDING ORIENTATION, THE FINAL PLAN WILL BE PREPARED AS PROJECTS COME FORWARD. TYPICAL LOCATION FOR ORNAMENTAL TREES WOULD BE OFF THE CORNERS OF BUILDINGS OR BETWEEN BUILDINGS WHERE A LARGER CANOPY TREE WOULD NOT FIT WELL.

EVERGREEN TREES WILL BE USED AT SELECT LOCATIONS TO PROVIDE YEAR-ROUND SCREENING BETWEEN UNITS TO PROVIDE PRIVACY. EVERGREEN VARIETIES INCLUDE BALSAM FIR, HEMLOCK, RED SPRUCE AND ARBORVITAE.

AS THE INDIVIDUAL DWELLING UNITS WILL BE SOLD AS CONDOMINIUMS, THE FOUNDATION AND OTHER ACCENT PLANTS ARE INTENDED TO BE LEFT TO THE HOME OWNERS SELECTION. IF STAFF FEELS IT IS NECESSARY, A LIST OF ALLOWED PLANTS COULD BE PREPARED FOR HOME OWNERS TO CHOOSE FROM.

PROGRESS PRINT
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- 3. 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
- 2. 03-16-20 REVISED PER COSWCD REVIEW COMMENTS MCA
- 1. 02-19-20 SUBMITTED TO MAINE DEP MCA

TITLE:	LANDSCAPE PLAN	
PROJECT:	BRUNSWICK LANDING VILLAGE BRUNSWICK LANDING, BRUNSWICK, MAINE	
PREPARED FOR:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	

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

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

ISSUED FOR:
PERMITTING REVIEW

STATE OF MAINE
CURTIS Y. NEUFELD
9779
LICENSED PROFESSIONAL LAND SURVEYOR

03-24-20

SITELINES
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: 1" = 40'	SHEET:
DRN BY: RPL	JOB #: 3230.03	L1
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	



March 24, 2020

3791-7

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

**RE: Major Development Review Sketch Application
Tontine Mall Renovation
149 Maine Street & 11 School Street
Tax Map U13, Lots 164 & 165**

Dear Jared:

On behalf of Tontine Maine, LLC, Sitelines, PA is pleased to submit the enclosed Major Development Review Sketch Application, drawings, and supporting materials for the renovation of, and a new addition to, the Tontine Mall at 149 Maine Street and the demolition of the building at 11 School Street with associated parking, infrastructure, and landscaping improvements. This letter is intended to summarize the project in order to facilitate the review process. The fee in the amount of \$850 is enclosed.

PROPERTY

Tontine Maine, LLC owns the parcels identified at Tax Map U13, Lots 164 and 165 on the Town of Brunswick Tax Assessors Map. A copy of the deed is enclosed. As part of the project, the parcels will be merged and a combined deed description prepared and recorded. The site is in the Growth Mixed-Use (GM6) Zoning district and the Village Review Overlay Zone.

The site at 149 Maine Street has frontage on Maine Street and School Street and is occupied by the Tontine Mall shopping plaza. The plaza is named for the Tontine Hotel that existed on the site from 1828 until 1904 when it was destroyed by fire. In the 1920s, the north wing of the existing Tontine Mall building was constructed as a vehicle storage garage. According to the National Park Service website, the Tontine Mall is a contributing building of the Brunswick Commercial Historic District.

The site at 11 School Street has frontage on School Street and is occupied by a residential structure. The structure was built in the 1800s and has been subsequently altered. In 1963, half the structure was demolished, and the east wing of the existing Tontine Mall was constructed abutting the remaining portion. According to National Park Service website, the remaining portion of the building at 11 School Street is listed as the J. Ellis House and is a contributing building of the Federal Street Historic District.

SITELINES ■ CIVIL ENGINEERS ■ LAND SURVEYORS
119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 ■ www.sitelinespa.com

PROJECT DESCRIPTION

The proposed project consists of the renovation of the first floor and basement levels of the north wing of the Tontine Mall and the addition of two (2) stories that encompass sixteen (16) dwelling units above the north wing, as well as the demolition of the adjacent building at 11 School Street. The proposed addition will include approximately 17,000 s.f. of new floor area on the new 2nd and 3rd floors and will be developed as apartments. Dwelling, multifamily is a permitted use in the GM6 Zone. The renovation of the 1st floor and basement will include approximately 16,000 s.f. of floor area and will remain as a multi-use commercial development. Restaurant or dining facility, Service Business, and Retail are all permitted uses in the GM6 Zone.

The existing parking lots will retain 47 parking spaces, and demolition of the adjacent building at 11 School Street will allow for an additional eight (8) parking spaces for a total of 55 parking spaces. No changes to access are proposed and the site will be accessed from Maine Street and School Street via the existing curb cuts.

Two building entrances are proposed on the south elevation of the renovated north wing, and the existing entrance with deck and outdoor seating area will be eliminated. The proposed changes to the entrances reduce the number of steps required and improves the accessibility to the existing basement and first floor and proposed second and third floors. A new egress is provided on the east side of the east wing of the Tontine Mall for the proposed addition. No other changes to the east wing are proposed at this time.

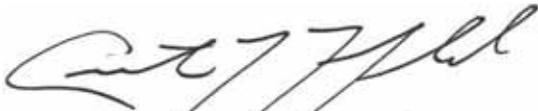
The building renovation plans have been completed by Ryan Senatore Architecture. Enclosed are floorplans, elevations, and perspective and overhead views for the proposed improvements. The following statement was provided by the architect:

The renovations and expansion of the Tontine Mall is a transformative project intended to integrate the existing building into the adjacent neighborhood context. We are adding two additional stories on top of the existing structure to provide a building that has more of a massing presence of the typical Maine Street district building. We are proposing to replace the existing glazing in the building with a high performance and energy efficient storefront window system. The building addition's facade rhythm is an extension of the existing building's facade creating a cohesive design. The materials used on the addition are fiber cement lap siding and trim, the clapboard scale is reflective of the prevalent lap siding material found throughout the Historic adjacent neighboring buildings and overall neighborhood. The colors of the siding are proposed to be earth tone to provide a warm and subdued color scheme as to blend into the adjacent neighborhood context. At the Maine Street building entry and the parking lot entry we are proposing exterior canopies of a contemporary material, refinished aluminum structural members and kalwall canopy roof panels. These canopies have simple detailing as to not detract from the main building design but to enhance it and create a three-dimensional massing and scaling at the entries.

The proposed renovation of Tontine Mall has been designed with the historical districts in mind and in accordance with the Village Review Board Design Guidelines to the maximum extent practicable. An application for a Certificate of Appropriateness for the project was submitted to the Village Review Board (VRB) in January 2020. The project was presented at the VRB's January 29, 2020 meeting, at which the application was deemed complete and the 90-day delay period commenced for the demolition of 11 School Street in accordance with Subsection 5.2.8.B(6) of the Zoning Ordinance. The delay period will conclude on April 28, 2020. The applicant has been completing the tasks required by ordinance, including listing the building for sale and obtaining the necessary reports and analysis of the economic viability of the building.

We look forward to presenting the project at the Planning Board at their April 14, 2020 meeting to obtain their feedback prior to final design. Should you have any questions, please call or contact me at cneufeld@sitelinespa.com.

Very truly yours,



Curtis Y. Neufeld, P.E.
Vice President



Enclosure

cc: Dan Catlin



**DEVELOPMENT REVIEW
APPLICATION**

1. Development Review application type (refer to **Appendix D**):

- Minor Development Review
- Major Development Review: **Sketch Plan**
- Major Development Review: **Final Plan**
- Major Development Review: **Streamlined Final Plan**

2. Project Name: Tontine Mall Renovation

3. Project Applicant

Name: Tontine Maine, LLC (attn: Dan Catlin)
Address: 100 Silver Street
Portland, Maine 04101
Phone Number: 207-774-1885
Email: dcatlin@commercialpropertiesinc.com

4. Project Owner (if different than applicant)

Name: <same>
Address: _____

Phone Number: _____
Email: _____

5. Authorized Representative

Name: Sitelines PA (attn: Curtis Neufeld, PE)
Address: 119 Purinton Road, Suite A
Brunswick, ME 04011
Phone Number: 207-725-1200 ext. 18
Email: cneufeld@sitelinespa.com

6. List of Design Consultants. Indicate the registration number, address and phone number, email for any additional project engineers, surveyors, architects, landscape architects or planners:

1. Engineer: Curtis Y. Neufeld, PE #9779, Sitelines, 207-725-1200 ext 18

2. Surveyor: Kevin P. Clark, PLS #2245 Sitelines, 207-725-1200 ext 14

3. Architect: Ryan Senatore, AIA, #3322, 207-650-6414

7. Physical location of property: 149 Maine Street & 11 School Street

8. Lot Size: 1.03 acres

9. Zoning District: Growth Mixed-Use 6 (GM6)

10. Overlay Zoning District(s): Village Review Overlay Zone

11. 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?

Owner

12. Assessor's Tax Map U13 Lot Number 164 & 165 of subject property.

13. Brief description of proposed use/subdivision: See Cover Letter

14. Describe specific physical improvements to be done: _____

See Cover Letter

Owner Signature:

Applicant Signature (*if different*):

 (AGENT)

DEVELOPMENT REVIEW APPLICATION REQUIREMENTS

The submission requirements contained in **Appendix D** of the Brunswick Zoning Ordinance (attached in checklist format for each application category) shall apply to all Minor Development, Major Development, and Streamlined Major Development Review unless a waiver is granted. Proposed development applications shall be submitted to the Director of Planning and Development.

For each item listed in Appendix D the applicant shall either submit the requested information or request a waiver from the information requirement pursuant to Subsection 5.2.9.M of the Zoning Ordinance.

REQUIREMENTS FOR SKETCH PLAN APPLICATION SUBMITTAL		Sketch Plan
General	Application form and fee	X
	Name of development	X
	Existing zoning district and overlay designations	X
	Location map	X
	Location of features, natural and artificial, such as water bodies, wetlands, streams, important habitats, vegetation, railroads, ditches and buildings	X
	Documentation of Right, Title and Interest	X
	Draft performance guarantee or conditional agreement	X
Survey, Topography, & Existing Conditions	Scale, date, north point, and area	X
	Existing easements associated with the development	X
	Existing locations of sidewalks	X
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas	X
	When applicable, a table indicating the maximum number of lots permitted based upon the applicable dimensional requirements, the number of lots proposed, and the number of lots permitted to be further subdivided.	X
	Building envelopes showing acceptable locations for principal and accessory structures, setbacks and impervious coverage	X
Proposed Development Plan	Number of lots if a subdivision	



January 13, 2020

3791-2

Mr. Daniel Catlin
Tontine Maine, LLC
100 Silver Street
Portland, Maine 04101

**Re: Designation of Agent Authorization
Tontine Mall Expansion
149 Maine Street & 11 School Street
Tax Map U13, Lots 164 & 165**

Dear Dan:

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for Tontine Maine, LLC for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the Tontine Mall Expansion located on Tax Map U13, Lots 164 & 165 on 149 Maine Street & 11 School Street in Brunswick, Maine.

Sincerely,

Curtis Y. Neufeld, P.E.
Vice President

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

Tontine Maine, LLC

Daniel Catlin
MANAGER

1/14/2020
Date

AFTER RECORDING RETURN TO:
Tontine Maine LLC
100 Silver Street
Portland, Maine 04101

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that, **D&S RE HOLDINGS LLC**, a Maine limited liability company with a mailing address of c/o Commercial Properties Management, LLC, 4 Milk Street, Suite 103, Portland, Maine 04101, for consideration paid, grants to **TONTINE MAINE LLC**, a Maine limited liability company with a mailing address of 100 Silver Street, Portland Maine 04101, with QUITCLAIM COVENANT, a **three-fifths (3/5) interest** in and to certain lots or parcels of land, together with the buildings thereon, located in the Town of Brunswick, County of Cumberland and State of Maine, more particularly described as follows:

MAINE REAL ESTATE TAX PAID

Tontine Mall, 149 Maine Street, Brunswick, Maine

Five certain lots or parcels of land, together with the buildings thereon, situated in Brunswick, in the County of Cumberland and State of Maine and bounded and described as follows, to wit:

Parcel I: Commencing at a stake at the easterly boundary on School Street; thence running westerly ninety-nine and fifty-eight hundredths (99.58) feet to a bolt; thence northerly one hundred eighteen and eighty hundredths (118.80) feet to a stake; thence easterly sixty-nine and twenty-five hundredths (69.25) feet to a bolt; thence northerly sixty-four and fifteen hundredths (64.15) feet to land now or formerly of one Jackson; thence easterly forty-five and forty-six hundredths (45.46) feet; thence southerly nine and nine tenths (9.9) feet to a stone bound; and thence southerly again one hundred eighty-two and twenty-five hundredths (182.25) feet to the place of beginning.

Parcel II: Beginning at the southwest corner of land formerly of one Wallace O. Gould on the easterly side of Maine Street; thence running southerly on said street twenty (20) feet; thence easterly parallel with the southerly line of said Gould land and land formerly of Joseph H. Rousseau; thence northerly twenty (20) feet to said Gould land; thence by said Gould land to the point of beginning.

Parcel III: Beginning at a bolt at the northwest corner of the second parcel described in this conveyance on the easterly side of Maine Street; thence running southerly on said street thirty-five (35) feet; thence easterly ninety (90) feet, more or less; thence northerly about thirty-four and one-half (34 1/2) feet; thence westerly about one hundred (100) feet to the point of beginning.

Parcel IV: Beginning at an iron bolt in the ground at the southeast corner of land now or formerly of Joseph H. Rousseau and following the northerly line of said School Street in an easterly direction, fifty feet and four inches to a point (Note: Due to a typographical error, this distance was described in two prior deeds as "fifty feet and four inches"; the

correct distance is fifty feet and four inches.); thence running northerly on a line passing through the center of the front door of the dwelling house on said premises, eighty-two feet and eight inches, to an iron bolt in the ground at a point forty-two feet easterly from said Rousseau's easterly line; thence continuing in a northerly direction, passing through the barn on said land, to a point and an iron bolt in the ground on the northerly line of said land and at a point thirty-seven feet and three inches distant easterly from a stone monument now on the easterly line of land conveyed by said Joseph H. Rousseau to Emery A. Crawford and now or formerly of T. Albert Field; thence running westerly following the northerly line of said premises, thirty-seven feet and three inches to the stone monument aforesaid; thence running southerly by said Field and said Rousseau's easterly line to the place of beginning.

Parcel V: Beginning at a copper pin or stake set in the ground in the easterly line of Maine Street sixty-seven and seventy-five hundredths (67.75) feet southerly from a pin or stake set in the ground in the easterly side of Maine Street where the northerly line of land now or formerly of Field adjoins the southerly line of land now or formerly owned by Central Maine Power Company; thence running easterly by a line forming an angle of ninety (90) degrees, ten (10) minutes with the said easterly side of Maine Street, sixty-three and one tenth (63.1) feet to a copper pin or stake set in the ground; thence running northerly by a line forming an angle with the last mentioned line of ninety-four (94) degrees and fifty-five (55) minutes six and twenty-five hundredths (6.25) feet to a pin or stake set in the ground; thence running easterly or southeasterly along land now or formerly of Field nineteen and five tenths (19.5) feet to a copper pin or stake set in the ground; thence running in a northerly or northeasterly direction by a line forming, with the last mentioned line, an angle of ninety-one (91) degrees, ten (10) minutes, forty and five tenths (40.5) feet to a stone monument set in the ground, and land of Central Maine Power Company; thence running easterly or southeasterly along the southerly line of land of Central Maine Power Company one hundred thirty-nine (139) feet to a stone monument set in the ground and land now or formerly of Griffin; thence proceeding southerly along land of Griffin ten and two tenths (10.2) feet to a stone monument set in the ground where the line of Griffin adjoins the line of land now or formerly of W. H. Strout; thence continuing southerly along the line of land of said W. H. Strout to a pipe set in the ground, which is to be replaced by a stone monument, forty-nine and eight tenths (49.8) feet to line of land now or formerly of Joseph H. Rousseau; thence proceeding westerly or northwesterly along the northerly line of land of said Joseph H. Rousseau to its junction with the northerly line of land now or formerly of Gould and Butler; thence continuing westerly or northwesterly along the said line of land of Gould and Butler, a total distance of two hundred eight (208) feet to the easterly line of Maine Street; thence northerly along the easterly line of said Maine Street fifteen and seventy-five hundredths (15.75) feet, more or less, to the point or place of beginning.

Together with the rights and easements granted to Joseph M. Goodwin et al. by deed of T. Albert Field dated September 14, 1926 and recorded in the Cumberland County Registry of Deeds in Book 1244, Page 430, and subject to the right of way reserved in said deed.

11 1/2 School Street, Brunswick, Maine

A certain lot or parcel of land, with the buildings thereon, located at No. 11 1/2 School Street, in the Town of Brunswick, County of Cumberland and State of Maine, and bounded and described as follows:

Beginning at a point on the northerly side of School Street by land now or formerly of Joseph M. Goodwin and Fern Goodwin; thence northerly by land of said Goodwin to a stone monument by land now or formerly of Lionel DuBois; thence easterly by land of said DuBois to a stone monument by land now or formerly of Michael L. Weaver; thence southerly by land of said Weaver and land now or formerly of Amy Laws to a pin driven in the ground on the northerly side of School Street; thence westerly along the northerly side of School Street to the point of beginning.

Also another certain lot or parcel of land, located in Brunswick, and bounded and described as follows:

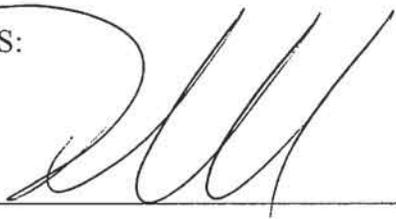
Beginning at a point on the northerly line of School Street at the southeasterly corner of land conveyed by Joseph M. Goodwin and Fern M. Goodwin to Goodwin's Chevrolet Company by deed dated January 31, 1954 and recorded in the Cumberland County Registry of Deeds in Book 2854, Page 357; thence running northerly on a line passing through the center of the front door of the dwelling house on said premises, eighty (80) feet to an iron bolt in the ground at a point forty-two (42) feet easterly from the westerly line of said land conveyed by Joseph and Fern Goodwin to Goodwin's Chevrolet Company; thence continuing in a northerly direction along the easterly line of said land conveyed by Joseph and Fern Goodwin one hundred eight and twelve one-hundredths (108.12) feet to an iron pipe in the ground at the northeasterly corner of said land; thence S 3° -09'-45" W one hundred eighty-seven and ninety-four one-hundredths (187.94) feet through said land to a point in the northerly line of School Street; thence S 85°-59'-45" E five and sixty-seven one-hundredths (5.67) feet along the northerly line of School Street to the point of beginning, being a triangular shaped portion from the easterly side of said land. Containing four hundred seventy-eight (478) square feet.

Being the same premises conveyed to D&S RE Holdings LLC by virtue of a Quitclaim Deed with Covenant dated April 27, 2018 and recorded in the Cumberland County registry of Deeds in Book 34856, Page 255.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, D&S RE Holdings LLC has caused this instrument to be signed and sealed in its company name by Richard J. McGoldrick, its Manager, thereunto duly authorized this 14th day of June, 2018.

WITNESS:



D&S RE Holdings LLC
1-2, TOPSHAM FAIR MALL, LLC,
a Maine limited liability company

By:



Richard J. McGoldrick
Title: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

June 14, 2018

Then personally appeared the above-named Richard J. McGoldrick, Manager of D&S RE Holdings LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of D&S RE Holdings LLC.

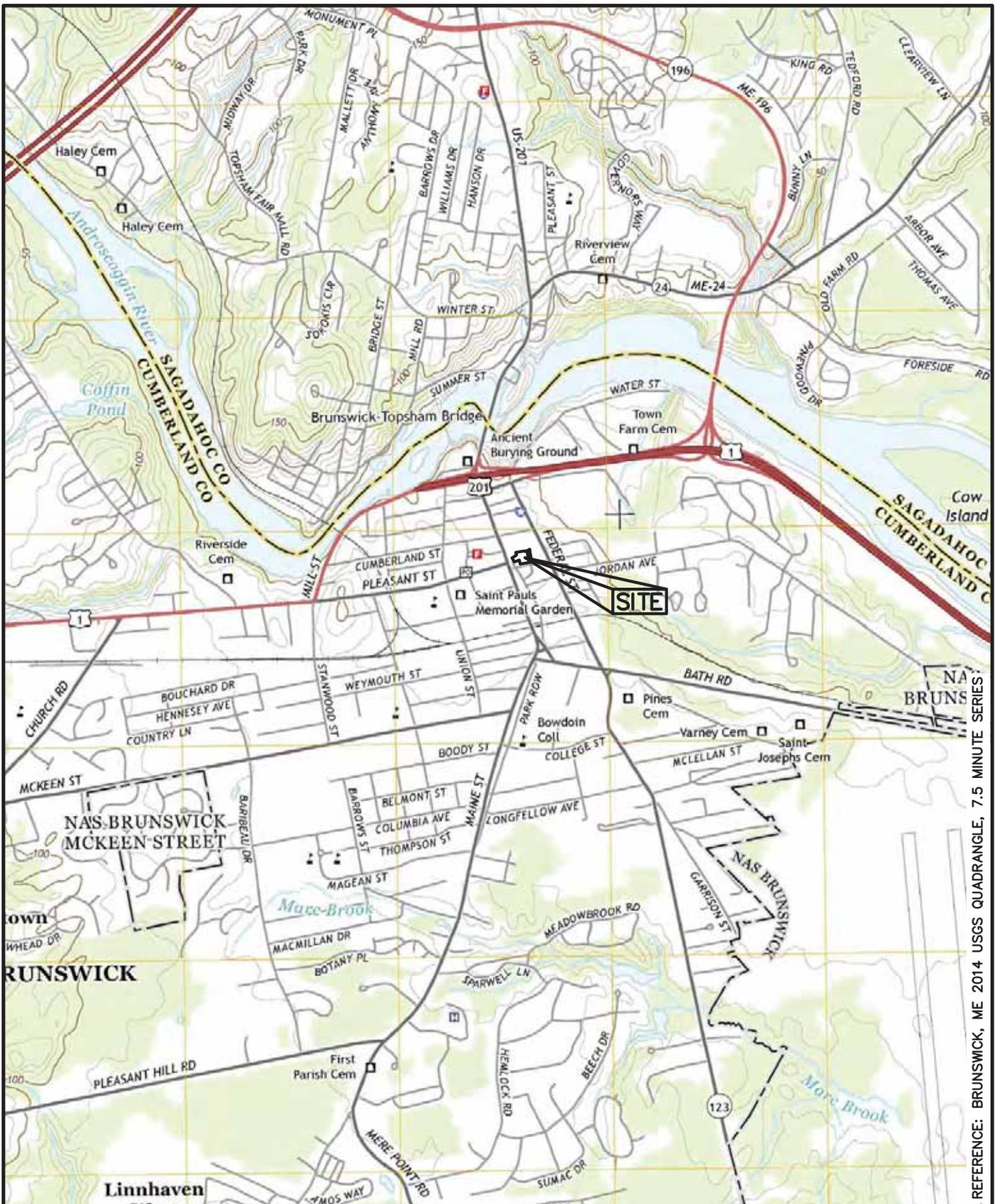
Before me,



~~Notary Public~~

Print Name: Nicholas J. Merrill, Attorney at Law
My Commission Expires: _____

Received
Recorded Register of Deeds
Jun 15, 2018 09:52:10A
Cumberland County
Nancy A. Lane



REFERENCE: BRUNSWICK, ME 2014 USGS QUADRANGLE, 7.5 MINUTE SERIES

SHEET: 1 OF 1

SITELINES

119 PURINTON ROAD, SUITE A
BRUNSWICK, ME 04011
207.725.1200

CIVIL ENGINEERS • LAND SURVEYORS

USGS LOCATION MAP
 TONTINE MALL EXPANSION
 TONTINE MAINE, LLC
 149 MAINE STREET, BRUNSWICK, MAINE

DATE: 02-10-20
SCALE: 1"=2000'±
JOB: 3791
FILE: 3791 USGS



Legend

- Lines_Other
- Other Road
- Hydrography Line
- ROW Property Access
- Town Boundary
- Other Lot Boundary
- ▭ Parcels_Lines
- ▭ Private Road
- ▭ Public Road
- ▭ ROW
- ▭ Water

Disclaimer: This map is provided as a reasonably accurate point of reference. The Town of Brunswick shall not be liable for any errors or omissions, in whole or in part, that may appear on this map. The accuracy of this data is not guaranteed. Copyright Town of Brunswick.

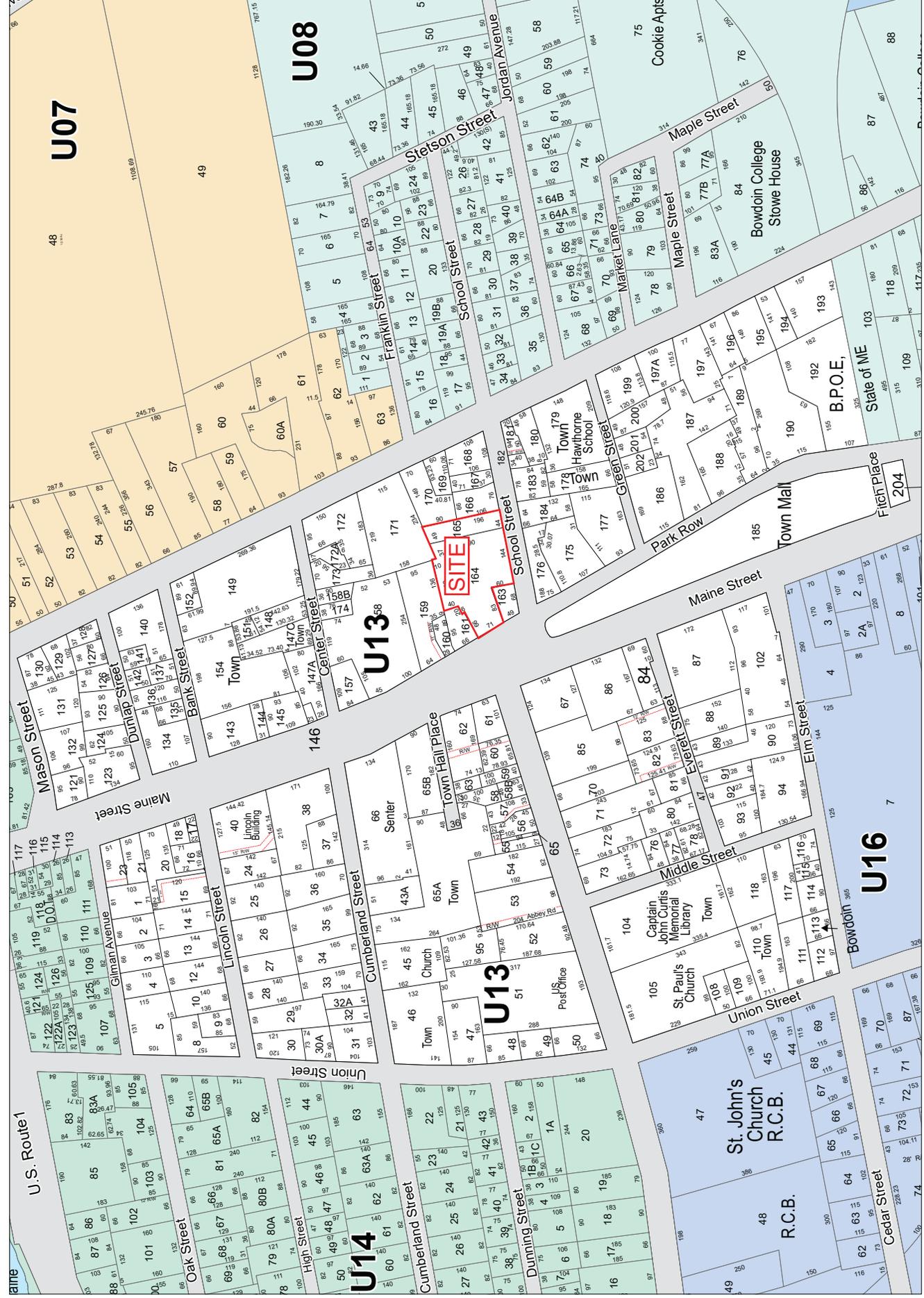


1 inch = 100 feet
Revised To: April 1, 2019

Maps Prepared by:
Town of Brunswick
Revised and Reprinted By:



MAP
U13





3

Zoning Map

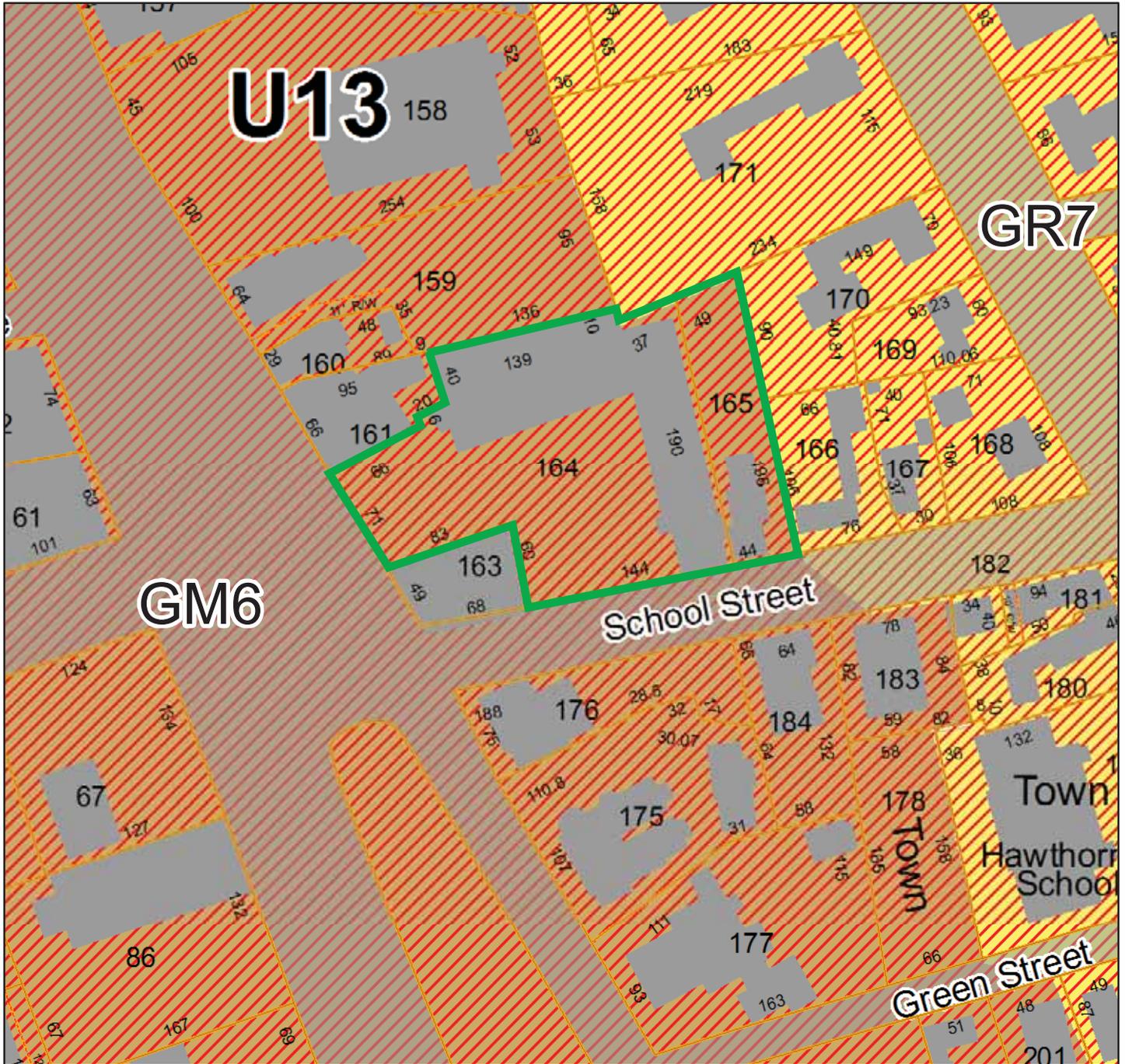
Tontine Mall & 11 School Street, Brunswick, ME



1 inch = 100 Feet



January 13, 2020



	ROW Property Access		Buildings		Growth Residential 7, GR7
	Parcels_Lines		RoadPolygons		Village Review Overlay Zone (VRZ)
	ROW Property Access		Growth Mixed-Use 6, GM6		
	Parcels_Lines				

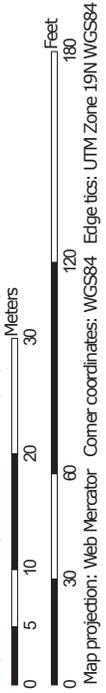
Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Soil Map—Cumberland County and Part of Oxford County, Maine



Soil Map may not be valid at this scale.

Map Scale: 1:651 if printed on A landscape (11" x 8.5") sheet.



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



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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

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

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

Survey Area Data: Version 16, Sep 16, 2019

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

Date(s) aerial images were photographed: Jun 7, 2019—Jul 2, 2019

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
WmB	Windsor loamy sand, 0 to 8 percent slopes	1.3	100.0%
Totals for Area of Interest		1.3	100.0%

Cumberland County and Part of Oxford County, Maine

WmB—Windsor loamy sand, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2w2x2

Elevation: 0 to 1,410 feet

Mean annual precipitation: 36 to 71 inches

Mean annual air temperature: 39 to 55 degrees F

Frost-free period: 140 to 240 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Windsor and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Windsor

Setting

Landform: Outwash terraces, deltas, outwash plains, dunes

Landform position (three-dimensional): Tread, riser

Down-slope shape: Linear, convex

Across-slope shape: Linear, convex

Parent material: Loose sandy glaciofluvial deposits derived from granite and/or loose sandy glaciofluvial deposits derived from schist and/or loose sandy glaciofluvial deposits derived from gneiss

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

A - 1 to 3 inches: loamy sand

Bw - 3 to 25 inches: loamy sand

C - 25 to 65 inches: sand

Properties and qualities

Slope: 0 to 8 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Excessively drained

Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to very high (1.42 to 99.90 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2s

Hydrologic Soil Group: A
Hydric soil rating: No

Minor Components

Hinckley

Percent of map unit: 5 percent
Landform: Outwash plains, eskers, deltas, kames
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Nose slope, side slope, crest, head slope, rise
Down-slope shape: Convex
Across-slope shape: Linear, convex
Hydric soil rating: No

Agawam

Percent of map unit: 5 percent
Landform: Kames, moraines, outwash terraces, kame terraces, outwash plains
Landform position (two-dimensional): Footslope, summit, backslope, shoulder
Landform position (three-dimensional): Side slope, crest, tread, riser, rise
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

Deerfield

Percent of map unit: 5 percent
Landform: Outwash plains, deltas, terraces
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 16, Sep 16, 2019



Photograph 1: From Maine Street, looking east at the Tontine Mall Maine Street entrance.



Photograph 2: Tontine Mall Maine Street Entrance, from driveway, looking northeast.



Photograph 3: Looking north from the parking adjacent to School Street at the north wing of the Tontine Mall.



Photograph 4: Looking northwest from existing storefront at the north wing of the Tontine Mall.



Photograph 5: Looking northeast from the parking area at an existing storefront of the Tontine Mall.



Photograph 6: Looking north at the Tontine Mall from School Street.



Photograph 7: Looking northwest at 11 School Street.



Photograph 8: Existing parking behind 11 School Street, looking north.

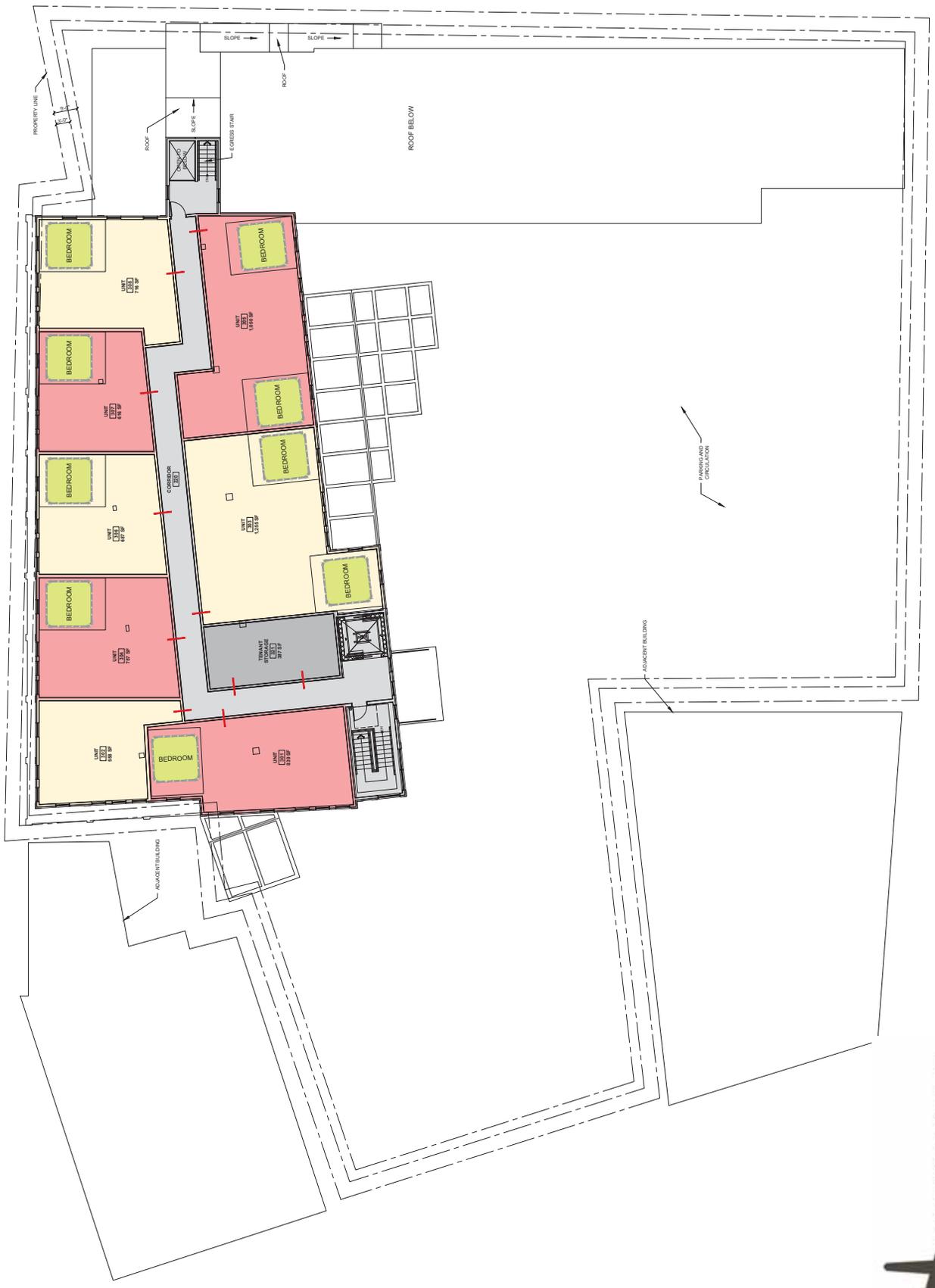


Photograph 9: Behind the east wing of Tontine Mall and 11 School Street, looking south.



Photograph 10: The rear of the 11 School Street structure, looking south from existing parking area.



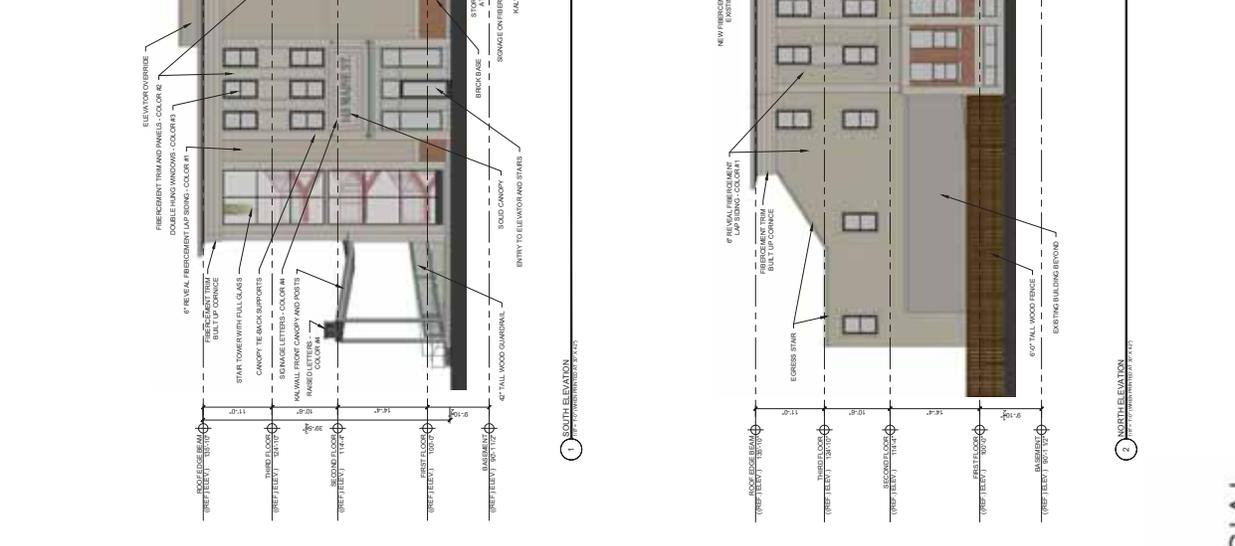


1 THIRD FLOOR PLAN
DATE: 02/20/20





1 SOUTH ELEVATION
(SEE FOUNDATION PLAN P-102)



2 NORTH ELEVATION
(SEE FOUNDATION PLAN P-101)



PERSPECTIVE VIEW 1



V1

SHEET TITLE
PERSPECTIVE
VIEW 1

DATE: _____
PROJECT NO: 1903
DRAWN BY: BMT
CHECKED BY: ALB
SCALE: ANNOTED

PROGRESS PRINT ONLY
FEBRUARY 20, 2020
NOT FOR CONSTRUCTION

CONSULTANTS

RSA
RYAN SEAVANTO
ARCHITECTURE
PROFESSIONAL CORPORATION
149 MAINE STREET
BRUNSWICK, MAINE

TONTINE MALL RENOVATION
149 MAINE STREET
BRUNSWICK, MAINE

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ARCHITECTURE



PERSPECTIVE VIEW 2



V2

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 149 MAINE STREET
 BRUNSWICK, MAINE

RSA
 RYAN SEANTORE
 ARCHITECTURE
 1000 WASHINGTON ST
 PORTLAND, ME 04101
 CONSULTANTS

REVIEWS
 DATE: _____
 PROJECT NO: 103
 DRAWING: 001
 CHECKED BY: RLS
 SCALE: AS NOTED
 SHEET TITLE: PERSPECTIVE VIEW 2
 PROJECT: TONTINE MALL RENOVATION
 FEBRUARY 20, 2009
 NOT FOR CONSTRUCTION
 PROGRESS PRINT ONLY

PERSPECTIVE VIEW 3 - FROM BACK





OVERHEAD VIEW 1

V4

SHEET TITLE
OVERHEAD VIEW
1

SCALE: AS NOTED

CHECKED BY: AJS

DRAWN BY: BWT

PROJECT NO: 303

DATE:

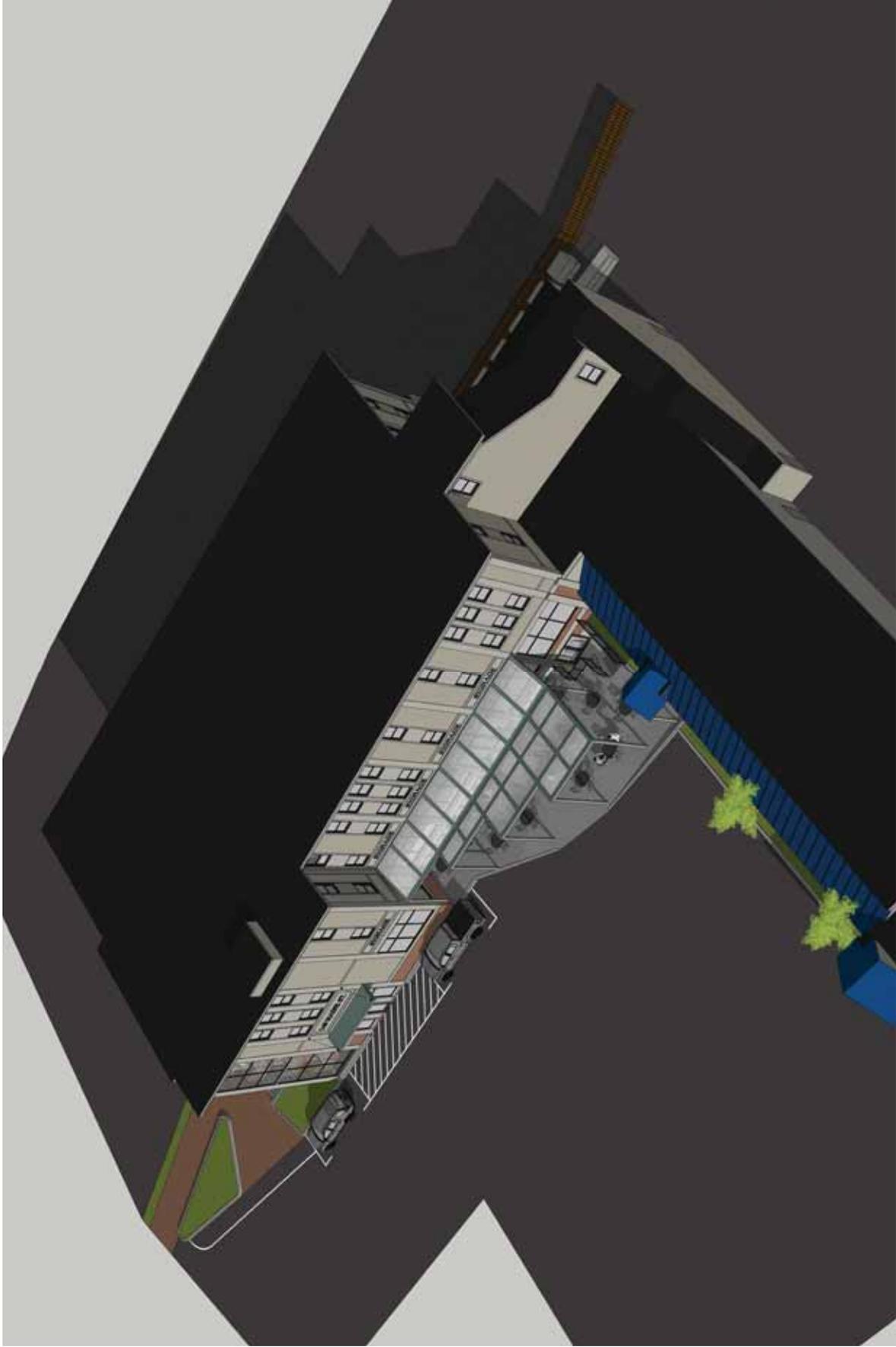
REVISIONS
 FEBRUARY 20, 2020
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CONSULTANTS:

RSA
 RYAN SEVENTH
 ARCHITECTURE
 PROFESSIONAL CORPORATION
 149 MAINE STREET
 BRUNSWICK, MAINE

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 149 MAINE STREET
 BRUNSWICK, MAINE

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OVERHEAD VIEW 2

V5

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RSA
 RYAN SENNATORE ARCHITECTURE
 149 MAINE STREET
 BRUNSWICK, MAINE 04015
 TEL: 603.753.1111
 WWW.RSAARCHITECTURE.COM

CONSULTANTS:

REVISIONS:
 DATE: _____
 PROJECT NO.: 1103
 DRAWN BY: RST
 CHECKED BY: RAS
 SCALE: AS NOTED
 SHEET TITLE: OVERHEAD VIEW
 2

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 FEBRUARY 20, 2020



TONTINE MALL RENOVATION
149 MAINE STREET
BRUNSWICK, MAINE

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ARCHITECTURE
149 MAINE STREET
BRUNSWICK, MAINE 04015
www.rsaarchitecture.com

CONSULTANTS

REVISIONS
DATE: FEBRUARY 29, 2020
PROJECT: MALL RENOVATION
DRAWN BY: RJS
CHECKED BY: RJS
SCALE: AS NOTED
SHEET TITLE:



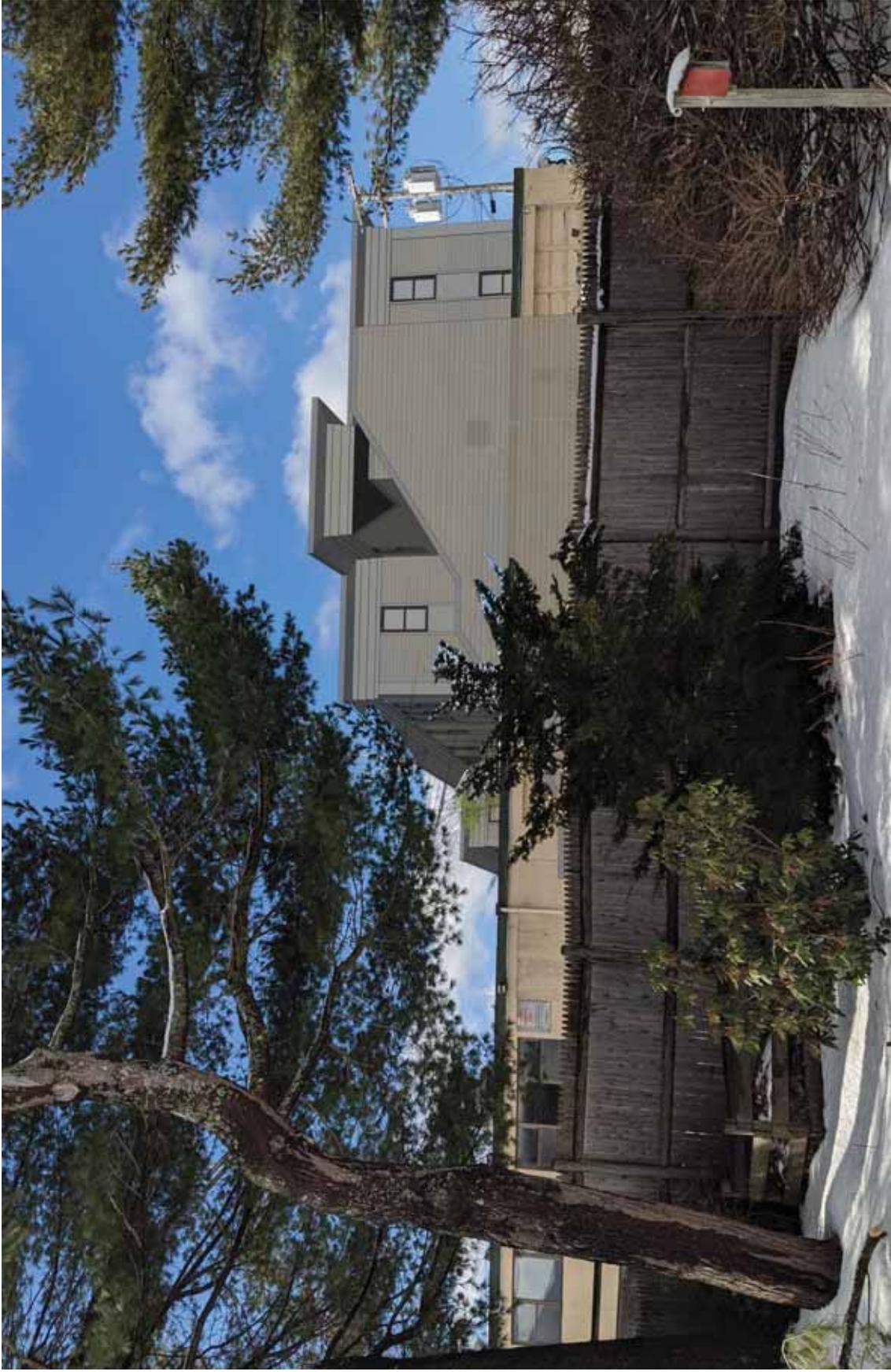
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RSA
RYAN SENATORE
ARCHITECTURE
149 MAINE STREET
BRUNSWICK, MAINE 04015
TEL: 603.753.1111

CONTRACT DATE:

REVISIONS:
DATE: _____
PROJECT NO.: _____
DRAWN BY: _____ RJS
CHECKED BY: _____ RJS
SCALE: _____ AS NOTED
SHEET TITLE:
PROGRESS PRINT ONLY
FEBRUARY 28, 2020



DATE	1/20/20
PROJECT NO.	1003
DRAWN BY	SBT
CHECKED BY	ALS
SCALE	AS NOTED

PROJECT PRINT ONLY
NOT FOR CONSTRUCTION
FEBRUARY 20, 2020

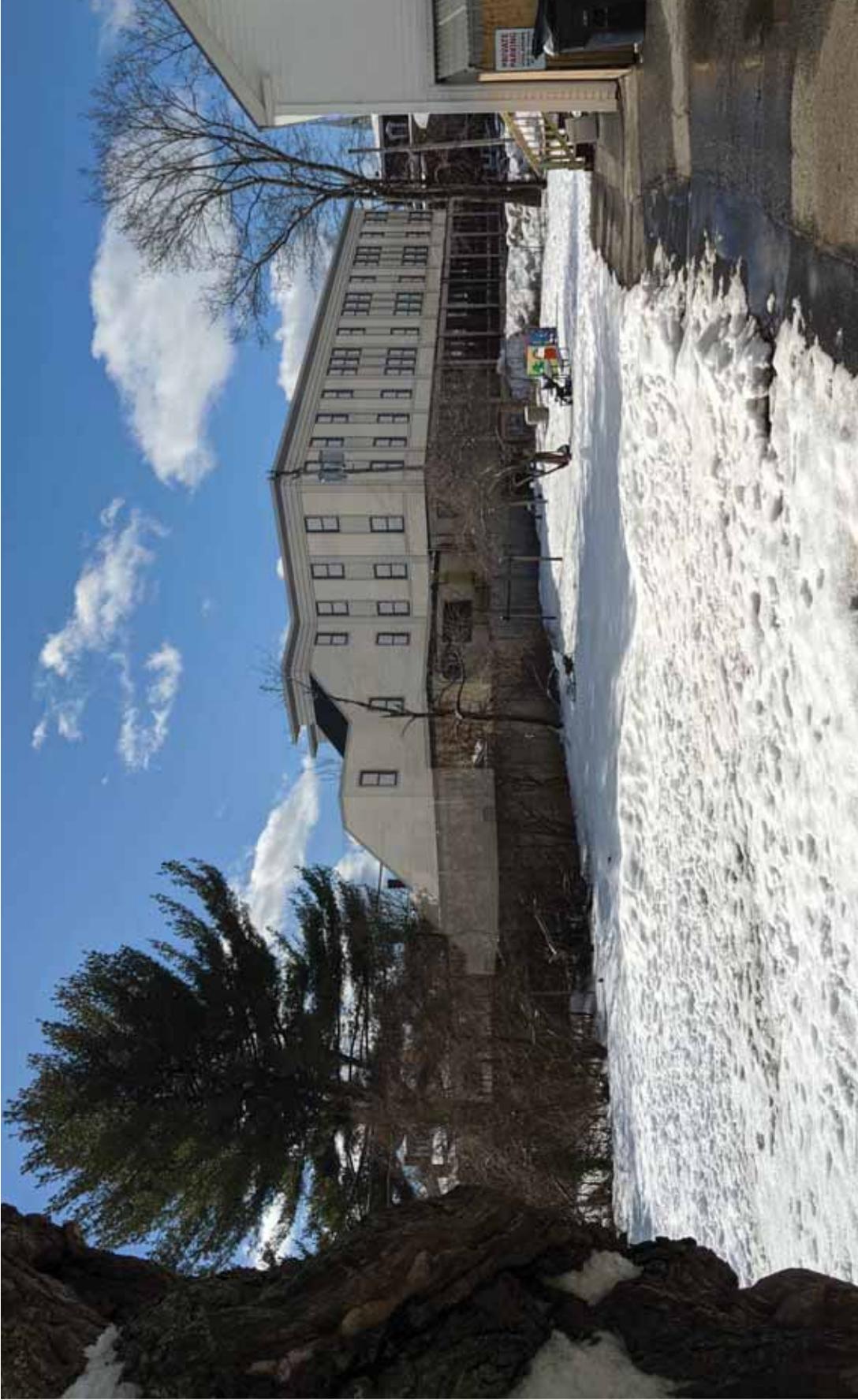
REVISIONS

CONTRACT LAYOUT

RSA
RYAN SENATORE
ARCHITECTURE
PROFESSIONAL ARCHITECT
BRUNSWICK, MAINE

TONTINE MALL RENOVATION
149 MAINE STREET
BRUNSWICK, MAINE

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ARCHITECTURE



Town of Brunswick, Maine

DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: John Eldridge, Town Manager
FROM: Matt Panfil, AICP CUD, Director of Planning & Development
DATE: March 16, 2020
SUBJECT: Zoning Ordinance Update – Municipal Facilities

I. PROPOSED ZONING ORDINANCE AMENDMENTS:

Option 1: Basic Exemption of Municipal Facilities from Development Standards

New Text in Bold Underline
~~Deleted Text in Strikethrough~~

Chapter 4 - Property Development Standards
Section 4.1 - Applicability of Property Development Standards

4.1 Applicability of Property Development Standards

4.1.1 Generally

All developments, **except for municipal facilities as defined in Section 1.7.2 of this Ordinance**, shall comply with standards set forth in this Chapter, unless more restrictive standards apply based on the applicability of an overlay district as set forth in Chapter 2. Single and two-family dwellings constructed on a lot not part of an approved subdivision or site plan are exempt, unless stated to be applicable in Subsection 4.1.2 below. Review criteria as stated within Title 30-A M.R.S. §4404, as amended, are contained in General Standards for each Subsection.

----- OR -----

Option 2: Detailed Exemption of “Essential Services” from Development Standards

New Text in Bold Underline
~~Deleted Text in Strikethrough~~

Chapter 4 - Property Development Standards
Section 4.1 - Applicability of Property Development Standards

4.1 Applicability of Property Development Standards

4.1.1 Generally

All developments shall comply with standards set forth in this Chapter, unless more restrictive standards apply based on the applicability of an overlay district as set forth in Chapter 2. Single and two-family dwellings constructed on a lot not part of an approved subdivision or site plan are exempt, unless stated to be applicable in Subsection 4.1.2 below. Review criteria as stated within Title 30-A M.R.S. §4404, as amended, are contained in General Standards for each Subsection.

4.1.2 Single and Two Family Dwellings Constructed on Lots Separate From an Approved Subdivision or Site Plan

Single and two family residential dwellings constructed on lots separate from an approved Subdivision or Site Plan shall comply with the standards in Subsections 4.2.2, 4.2.3 and 4.2.4 (Dimensional and Density Standards), 4.2.5 (Supplemental Dimensional and Density Standards and Exceptions), 4.5.1 (Sewer), 4.5.2 (Water), 4.5.3 (Solid Waste), 4.7 (Residential Recreation Areas), 4.8.2 (Curb Cuts), 4.13 (Signs) and 4.14.1 (Operation of Uses and Development) only. developments shall comply with standards set forth in this Chapter, unless more restrictive standards

4.1.3 Exemption of Essential Services

Certain public and private activities intended and used to promote the public health, safety, and welfare shall be exempt from the regulations of this Chapter. Provided, however, the equipment erected or installed for such uses shall conform to Federal Communications Commission and Federal Aviation Agency rules and regulations, and to those of other authorities having jurisdiction. Exempted activities are as follows:

- (A) Municipal uses and facilities. All municipal uses and facilities, as defined in Section 1.7.2 of this Ordinance, reasonably necessary for the furnishing of adequate municipal services for the public health, safety, and welfare including sewer and water transmission lines and facilities, fire stations, and governmental buildings.**

--- IN THIS SCENARIO, FUTURE EXEMPT SERVICES CAN BE ADDED EASILY. FOR EXAMPLE, SOME COMMUNITIES MAY EXEMPT PRIVATE UTILITIES, UTILITY CABINETS, ETC. ---

----- OR -----

Option 3: Exemption of Municipal Facilities within the Growth Mixed-Use 5 (GM5) Zoning District from the Maximum Building Footprint per Structure Standard in Table 4.2.3. Development Standards

New Text in Bold Underline
~~Deleted Text in Strikethrough~~

Chapter 4 - Property Development Standards
Section 4.2 - Dimensional and Density Standards

4.2.3 Growth Area Dimensional and Density Standards

FOR SRC (4/1/20) & PLANNING BOARD (4/14/20) REVIEW

**Table 4.2.3: Dimensional and Density Standards for Growth Area Zoning Districts
[Unless separate standards approved in Common Development Plan]**

Standard	Current Zone	GR1	GR2 & 10	GR3	GR4	GR5	GR6	GR7	GR8	GR9	GM1	GM2	GM3	GM4 ^[1]	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN ^[2]
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I1, J-4	MU1, CC	HC1 & 2	TC1, 2, 3	, R-CMU	MUOZ	CU1 & 3	CU5 & 6	CU4 & 7	CU/TC	CU2	R-AR	I2, I3 & R-B&TI	R-R&OS	BCN

NOTES:

- [1] All new, enlarged, or redeveloped buildings and additions in the GM4 District subject to Development Review shall also be consistent with the Cook’s Corner Design Standards, unless such design standards are waived in accordance with Subsection 5.2.9.0 (Waiver Provisions).
- [2] Area of new disturbance per parcel shall not exceed 1% of total acreage, measured as of the effective date of this Ordinance.
- [3] 1 du per 20,000 sf of net site area for developments using subsurface wastewater disposal systems.
- [4] Except that lands north of Bath Road shall be limited to 8 du/ac.
- [5] Except that parcel between South Street and Longfellow Avenue shall be limited to 10 du/ac.
- [6] Applicable only to the first floor of buildings along Maine Street. Does not apply to buildings on Park Row.
- [7] Does not apply to buildings on Park Row.
- [8] Front setback averaging applies; See Subsection 4.2.5.B(4)
- [9] See Cook’s Corner Design Standards for maximum front setbacks applicable along Bath Rd., Gurnet Rd., proposed Perimeter Rd, Thomas Point Rd., and all public and private connector roads.
- [10] Applicable only to the first floor of buildings along Maine Street. For all other buildings in the GM6 District, the build-to zone is determined by the range of front setback of principal buildings on the nearest occupied lots on either side on the same block face. Does not apply to buildings on Park Row.
- [11] Limited to 50% impervious coverage and maximum building footprint of 20,000 sq. ft. north of Route 1.
- [12] Except that parcels fronting onto Park Row front setbacks shall be consistent with the established average front setback (see subsection 4.2.5.B (4)), shall have minimum side and rear setbacks of 15 feet in width; a minimum lot width of 60 feet; a maximum footprint of 7, 500 square feet and a maximum impervious coverage of 45%;
- [13] Minimum height is triggered if floor area is being increased by 50%, and must be met at front lot line.
- [14] Unless restricted to a lower height by Flight Path Overlay (FO) District regulations (see Subsection 2.3.7).
- [15] Except that lands north of U.S. Highway 1 shall have a maximum building height of 60 ft.
- [16] May be increased to up to 30,000 square feet for a community living facility as defined by 30-A M.R.S. § 4357-A, , as amended, with a Conditional Use Permit approved in accordance with Subsection 5.2.2 (Conditional Permits).
- [17] 10,000 square feet for multifamily dwellings, and 20,000 square feet for the Bowdoin College Edwards Center for Art and Dance building.
- [18] 300,000 square feet if the structure meets one of the conditions listed in Subection 4.2.5.B(9).
- [19] See Subsection 4.2.5.B(4) for additional setback requirements.
- [20] See Subsection 4.2.5.B.(7) for additional height requirements..
- [21] No building footprint restriction shall apply for properties located south of Route 1, along Cressey Road and Columbia Drive.
- [22] See Subsection 4.2.5.F for minimum dimensional requirements for lots located within the Shoreland Protection Overlay.
- [23] Except that municipal facilities shall have no maximum building footprint per structure.**

----- OR -----

Option 4: Amend Table 4.2.3. Development Standards, to Allow Corner Lots within the Growth Mixed-Use 5 (GM5) Zoning District a Maximum Building Footprint per Structure Standard of up to 30,000 feet

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FOR SRC (4/1/20) & PLANNING BOARD (4/14/20) REVIEW

Chapter 4 - Property Development Standards Section 4.2 - Dimensional and Density Standards

4.2.3 Growth Area Dimensional and Density Standards

Table 4.2.3: Dimensional and Density Standards for Growth Area Zoning Districts [Unless separate standards approved in Common Development Plan]																											
Standard	Current Zone	GR1	GR2 & 10	GR3	GR4	GR5	GR6	GR7	GR8	GR9	GM1	GM2	GM3	GM4 ^[1]	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN ^[2]
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 11, 1-4	MU1, CC	HC1 & 2	TC1, 2, 3	R-CMU	MUOZ	CU1 & 3	CU5 & 6	CU4 & 7	CU/TC	CU2	R-AR	I2, I3 & R-B&TI	R-R&OS	BCN
Lot area, min. ^[22]	n/a for residential uses; 7,000 sq. ft. for non-residential uses									n/a for residential uses; 7,000 sq. ft. for non-residential uses									n/a for residential uses; 7,000 sq. ft. for non-residential uses								
Density, max. (dwelling units per acre of net site area <i>see definition</i>)	8	4	6 ^[3]	6	7	10	5	6	6	6	10	10	15	6	n/a	24	6	12	24 ^[4]	5 ^[5]	24	10	n/a	n/a	n/a	n/a	
Lot width, min. (feet)	40	65	75	75	65	65	65	65	65	60	65	75	60	75	n/a ^[12]	n/a	75	65	65	65	40	65	50	50	n/a	n/a	
Building frontage, min. (% of lot width)															75 ^[6]												n/a
Building frontage, max. (% of lot width)															100 ^[7]												n/a
Front setback, min. (feet) ^[8]	0	15	20	20	15	15	20	20	20	20	15	30	0	15	0 ^[12]	0	20	15 ^[19]	15	15	10	15 ^[19]	0	10	0	n/a	
Build-to Zone (feet) ^[8]													[9]	0-5 ^[10]													n/a
Rear setback, min. (feet)	0	20	20	20	20	15	20	20	20	20	20	30	15	15	0 ^[12]	0	30	15 ^[19]	15 ^[19]	15	10	15 ^[19]	20	20	20	n/a	
Side setback, min. (feet)	0	15	15	15	15	15	15	15	15	15	15	15	0	20	0 ^[12]	0	30	15 ^[19]	15 ^[19]	15	10	15 ^[19]	15	15	10	n/a	
Impervious surface coverage, max. (% of lot area)	45	35	35	35	35	50	35	35	35	75	50	60	80 ^[11]	70	100 ^[12]	100	50	60	50	50	50	50	80	80	10	[2]	
Building height, min. (feet)	24														24 ^[13]	24											n/a
Building height, max. feet. ^[14]	50	35	35	35	35	35	35	35	35	40	35	60	60	45	40 ^[15]	50	40	70 ^[20]	45	35	70	55	100	60	35	n/a	
Building footprint per structure, max. (1,000 square feet)	20 ^[3]	5	5	5 ^[16], 19]	5 ^[19]	7.5	5	5	5	20	5	30 ^[21]	50 ^[18]	20 ^[23]	n/a ^[12]	n/a	25% of lot size	n/a	8.5 ^[17]	5 ^[17]	n/a	n/a	n/a	n/a	n/a	n/a	n/a

FOR SRC (4/1/20) & PLANNING BOARD (4/14/20) REVIEW

**Table 4.2.3: Dimensional and Density Standards for Growth Area Zoning Districts
[Unless separate standards approved in Common Development Plan]**

Standard	Current Zone	GR1	GR2 & 10	GR3	GR4	GR5	GR6	GR7	GR8	GR9	GM1	GM2	GM3	GM4 ^[1]	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN ^[2]
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I1, J-4	MU1, CC	HC1 & 2	TC1, 2, 3	, R-CMU	MUOZ	CU1 & 3	CU5 & 6	CU4 & 7	CU/TC	CU2	R-AR	I2, I3 & R-B&TI	R-R&OS	BCN

NOTES:

- [1] All new, enlarged, or redeveloped buildings and additions in the GM4 District subject to Development Review shall also be consistent with the Cook's Corner Design Standards, unless such design standards are waived in accordance with Subsection 5.2.9.0 (Waiver Provisions).
- [2] Area of new disturbance per parcel shall not exceed 1% of total acreage, measured as of the effective date of this Ordinance.
- [3] 1 du per 20,000 sf of net site area for developments using subsurface wastewater disposal systems.
- [4] Except that lands north of Bath Road shall be limited to 8 du/ac.
- [5] Except that parcel between South Street and Longfellow Avenue shall be limited to 10 du/ac.
- [6] Applicable only to the first floor of buildings along Maine Street. Does not apply to buildings on Park Row.
- [7] Does not apply to buildings on Park Row.
- [8] Front setback averaging applies; See Subsection 4.2.5.B(4)
- [9] See Cook's Corner Design Standards for maximum front setbacks applicable along Bath Rd., Gurnet Rd., proposed Perimeter Rd, Thomas Point Rd., and all public and private connector roads.
- [10] Applicable only to the first floor of buildings along Maine Street. For all other buildings in the GM6 District, the build-to zone is determined by the range of front setback of principal buildings on the nearest occupied lots on either side on the same block face. Does not apply to buildings on Park Row.
- [11] Limited to 50% impervious coverage and maximum building footprint of 20,000 sq. ft. north of Route 1.
- [12] Except that parcels fronting onto Park Row front setbacks shall be consistent with the established average front setback (see subsection 4.2.5.B (4)), shall have minimum side and rear setbacks of 15 feet in width; a minimum lot width of 60 feet; a maximum footprint of 7, 500 square feet and a maximum impervious coverage of 45%;
- [13] Minimum height is triggered if floor area is being increased by 50%, and must be met at front lot line.
- [14] Unless restricted to a lower height by Flight Path Overlay (FO) District regulations (see Subsection 2.3.7).
- [15] Except that lands north of U.S. Highway 1 shall have a maximum building height of 60 ft.
- [16] May be increased to up to 30,000 square feet for a community living facility as defined by 30-A M.R.S. § 4357-A, , as amended, with a Conditional Use Permit approved in accordance with Subsection 5.2.2 (Conditional Permits).
- [17] 10,000 square feet for multifamily dwellings, and 20,000 square feet for the Bowdoin College Edwards Center for Art and Dance building.
- [18] 300,000 square feet if the structure meets one of the conditions listed in Subection 4.2.5.B(9).
- [19] See Subsection 4.2.5.B(4) for additional setback requirements.
- [20] See Subsection 4.2.5.B.(7) for additional height requirements..
- [21] No building footprint restriction shall apply for properties located south of Route 1, along Cressey Road and Columbia Drive.
- [22] See Subsection 4.2.5.F for minimum dimensional requirements for lots located within the Shoreland Protection Overlay.
- [23] Except for lots that have more than one (1) public frontage may be increased to up to 30,000 square feet maximum building footprint per structure.**

----- OR -----

Option 5: Amend Table 4.2.3. Development Standards, to Allow All Lots within the Growth Mixed-Use 5 (GM5) Zoning District a Maximum Building Footprint per Structure Standard up to 30,000 feet.

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FOR SRC (4/1/20) & PLANNING BOARD (4/14/20) REVIEW

Section 4.2 - Dimensional and Density Standards

4.2.3 Growth Area Dimensional and Density Standards

Table 4.2.3: Dimensional and Density Standards for Growth Area Zoning Districts [Unless separate standards approved in Common Development Plan]																											
Standard	Current Zone	GR1	GR2 & 10	GR3	GR4	GR5	GR6	GR7	GR8	GR9	GM1	GM2	GM3	GM4 ^[1]	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN ^[2]
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 1, 1-4	MU1, CC	HC1 & 2	TC1, 2, 3	, R-CMU	MUOZ	CU1 & 3	CU5 & 6	CU4 & 7	CU/TC	CU2	R-AR	I2, I3 & R-B&TI	R-R&OS	BCN
Lot area, min. ^[22]	n/a for residential uses; 7,000 sq. ft. for non-residential uses									n/a for residential uses; 7,000 sq. ft. for non-residential uses									n/a for residential uses; 7,000 sq. ft. for non-residential uses								
Density, max. (dwelling units per acre of net site area <i>see definition</i>)	8	4	6 ^[3]	6	7	10	5	6	6	6	10	10	15	6	n/a	24	6	12	24 ^[4]	5 ^[5]	24	10	n/a	n/a	n/a	n/a	
Lot width, min. (feet)	40	65	75	75	65	65	65	65	65	60	65	75	60	75	n/a ^[12]	n/a	75	65	65	65	40	65	50	50	n/a	n/a	
Building frontage, min. (% of lot width)															75 ^[6]											n/a	
Building frontage, max. (% of lot width)															100 ^[7]											n/a	
Front setback, min. (feet) ^[8]	0	15	20	20	15	15	20	20	20	20	15	30	0	15	0 ^[12]	0	20	15 ^[19]	15	15	10	15 ^[19]	0	10	0	n/a	
Build-to Zone (feet) ^[8]													^[9]		0-5 ^[10]											n/a	
Rear setback, min. (feet)	0	20	20	20	20	15	20	20	20	20	20	30	15	15	0 ^[12]	0	30	15 ^[19]	15 ^[19]	15	10	15 ^[19]	20	20	20	n/a	
Side setback, min. (feet)	0	15	15	15	15	15	15	15	15	15	15	15	0	20	0 ^[12]	0	30	15 ^[19]	15 ^[19]	15	10	15 ^[19]	15	15	10	n/a	
Impervious surface coverage, max. (% of lot area)	45	35	35	35	35	50	35	35	35	75	50	60	80 ^[11]	70	100 ^[12]	100	50	60	50	50	50	50	80	80	10	^[2]	
Building height, min. (feet)	24														24 ^[13]	24										n/a	
Building height, max. feet ^[14]	50	35	35	35	35	35	35	35	35	40	35	60	60	45	40 ^[15]	50	40	70 ^[20]	45	35	70	55	100	60	35	n/a	
Building footprint per structure, max. (1,000 square feet)	20 ^[3]	5	5	5 ^[16], 19]	5 ^[19]	7.5	5	5	5	20	5	30 ^[21]	50 ^[18]	20 30	n/a ^[12]	n/a	25% of lot size	n/a	8.5	5 ^[17]	n/a	n/a	n/a	n/a	n/a	n/a	n/a

FOR SRC (4/1/20) & PLANNING BOARD (4/14/20) REVIEW

**Table 4.2.3: Dimensional and Density Standards for Growth Area Zoning Districts
[Unless separate standards approved in Common Development Plan]**

Standard	Current Zone	GR1	GR2 & 10	GR3	GR4	GR5	GR6	GR7	GR8	GR9	GM1	GM2	GM3	GM4 ^[1]	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN ^[2]
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I1, J-4	MU1, CC	HC1 & 2	TC1, 2, 3	, R-CMU	MUOZ	CU1 & 3	CU5 & 6	CU4 & 7	CU/TC	CU2	R-AR	I2, I3 & R-B&TI	R-R&OS	BCN

NOTES:

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- [3] 1 du per 20,000 sf of net site area for developments using subsurface wastewater disposal systems.
- [4] Except that lands north of Bath Road shall be limited to 8 du/ac.
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- [6] Applicable only to the first floor of buildings along Maine Street. Does not apply to buildings on Park Row.
- [7] Does not apply to buildings on Park Row.
- [8] Front setback averaging applies; See Subsection 4.2.5.B(4)
- [9] See Cook's Corner Design Standards for maximum front setbacks applicable along Bath Rd., Gurnet Rd., proposed Perimeter Rd, Thomas Point Rd., and all public and private connector roads.
- [10] Applicable only to the first floor of buildings along Maine Street. For all other buildings in the GM6 District, the build-to zone is determined by the range of front setback of principal buildings on the nearest occupied lots on either side on the same block face. Does not apply to buildings on Park Row.
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- [12] Except that parcels fronting onto Park Row front setbacks shall be consistent with the established average front setback (see subsection 4.2.5.B (4)), shall have minimum side and rear setbacks of 15 feet in width; a minimum lot width of 60 feet; a maximum footprint of 7, 500 square feet and a maximum impervious coverage of 45%;
- [13] Minimum height is triggered if floor area is being increased by 50%, and must be met at front lot line.
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- [17] 10,000 square feet for multifamily dwellings, and 20,000 square feet for the Bowdoin College Edwards Center for Art and Dance building.
- [18] 300,000 square feet if the structure meets one of the conditions listed in Subection 4.2.5.B(9).
- [19] See Subsection 4.2.5.B(4) for additional setback requirements.
- [20] See Subsection 4.2.5.B.(7) for additional height requirements..
- [21] No building footprint restriction shall apply for properties located south of Route 1, along Cressey Road and Columbia Drive.
- [22] See Subsection 4.2.5.F for minimum dimensional requirements for lots located within the Shoreland Protection Overlay.

--- IN THIS SCENARIO, EXISTING NONCONFORMING STRUCTURES ON PLEASANT ST. IN THE G5 DISTRICT COULD BE MADE CONFORMING (SEE BELOW) ---

193 Pleasant from the tax card is 24919+11798 = 36,717 square feet

FOR SRC (4/1/20) & PLANNING BOARD (4/14/20) REVIEW

BUILDING SUB-AREA SUMMARY SECTION						
<i>Code</i>	<i>Description</i>	<i>Living Area</i>	<i>Gross Area</i>	<i>Eff. Area</i>	<i>Unit Cost</i>	<i>Undeprec. Value</i>
BAS	First Floor	24,919	24,919	24,919	89.05	2,218,912
FGR	Garage, Attached	0	11,798	5,899	44.52	525,276
FUS	Upper Story, Finished	6,958	6,958	6,958	89.05	619,575
<i>Ttl. Gross Liv/Lease Area:</i>		31,877	43,675	37,776		3,363,764

157 Pleasant from the tax card is 23984 + 36 = 24,020 square feet

BUILDING SUB-AREA SUMMARY SECTION						
<i>Code</i>	<i>Description</i>	<i>Living Area</i>	<i>Gross Area</i>	<i>Eff. Area</i>	<i>Unit Cost</i>	<i>Undeprec. Value</i>
BAS	First Floor	23,984	23,984	23,984	92.33	2,214,539
CAN	Canopy	0	36	7	17.95	646
<i>Ttl. Gross Liv/Lease Area:</i>		23,984	24,020	23,991		2,215,185

II. MAINE EXAMPLES:

Brewer – Footnote in Land Use Table

The essential services building can be located at the discretion of the Planning Board; Notwithstanding the requirements of this ordinance, Essential Services Buildings as defined, shall be exempt from the lot area, coverage, width and frontage requirements of the district in which they are located, provided such structures shall be screened from a public or private street and from any residential district. Additional screening from abutting property owners may be required. Such a buildings or structures must be architecturally similar to the surrounding buildings or structures and kept in good repair.