



**Town of Brunswick, Maine**

**PLANNING BOARD**

85 UNION STREET, BRUNSWICK, ME 04011

**PLANNING BOARD AGENDA  
BRUNSWICK TOWN HALL  
85 UNION STREET  
TUESDAY, APRIL 14, 2020, 7:00 P.M.**

**THIS MEETING IS BEING CONDUCTED VIA ELECTRONIC DEVICES WITH PLANNING BOARD MEMBERS PARTICIPATING FROM REMOTE LOCATIONS.**

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

**THE PUBLIC CAN VIEW OR LISTEN TO THE MEETING ON TV3 (CHANNEL 3 ON COMCAST) OR VIA LIVE STREAM FROM THE TOWN'S WEBSITE: <http://tv3hd.brunswickme.org/CablecastPublicSite/watch/1?channel=1>**

**THE PUBLIC MAY PROVIDE COMMENT VIA EMAIL ([mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)) PRIOR TO THE MEETING OR THEY MAY PROVIDE LIVE COMMENT VIA ZOOM VIDEO CONFERENCING AT: <https://zoom.us/j/699619314> OR VIA TELEPHONE AT: (301)715-8592; MEETING ID: 699 619 314**

- 1. Case #20-013 Environmental Resource Center:** The Planning Board will hold a PUBLIC HEARING and take action 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 Planning Board will review and take action on a **Final Plan** application submitted by Sitelines PA on behalf of Brunswick Landing Condominiums LLC for the development of eight (8) single family dwelling 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. Case #20-015 Tontine Mall Redevelopment** – The Planning Board will review and take action on a **Sketch Plan** application submitted by Sitelines PA on behalf of Tontine Maine LLC for the redevelopment of the Tontine Mall property at 149 Maine Street to include 16 dwelling units and the demolition of neighboring 11 School Street. The subject lots (Map U13, Lots 164 & 165) are within the **GM6 (Growth Mixed Use 6) Zoning District and the VRO (Village Review Overlay) District.**
- 4. Workshop** – Upon the recommendation of the Town Council at its meeting on March 16, 2020, the Planning Board 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 and 300 feet for Conditional Use or Special Use Permits. Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. Individuals needing auxiliary aids for effective communications please call 725-6659 or TDD 725-5521. This meeting will be televised.*

- 5. Other Business**
- 6. Approval of Minutes**
- 7. Adjourn**

**DRAFT FINDINGS OF FACT**  
**Major Development Review**  
**Conditional Use Permit**  
**Meeting Date: April 14, 2020**

**Project Name:** Environmental Resource Center Conditional Use Permit  
**Address:** 179 Neptune Drive  
**Case Number:** 20-013  
**Tax Map:** Map 40, Lot 516  
**Zoning:** GO – Growth Outdoor  
**Applicant & Property Owner:** BLCCDG, LLC  
Thomas Wright  
P.O. Box 216  
South Freeport, ME 04078

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

**DRAFT Motion 1:**

That the Conditional Use Permit application is deemed complete.

**PROJECT SUMMARY**

Staff review is based on the applicant’s conditional use permit application. In accordance with Section 5.2.2. of the Zoning Ordinance, the applicant has submitted a Conditional Use Permit application for an “environmental resource center” as a principal use in the Growth Outdoor (GO). Responses to conditional use permit review criteria, floor plans, and site plan are included with the packet. The applicant provided all applicable deeds as proof of right, title, and interest and the necessary supporting documentation for the proposed use. The SRC reviewed the Conditional Use Permit application on April 1, 2020. The SRC meeting notes are included in the packet.

**Review Standards from the Town of Brunswick Zoning Ordinance**

**5.2.2.B. Criteria for Conditional Use Permit**

The following Criteria shall be applied, by the Planning Board when considering an application for a Conditional Use Permit. The burden of proof of compliance with these standards rests with the applicant.

(1) The proposed structure and site design comply with all standards of this Ordinance applicable to the zoning district and any overlay district within which the property is located. *The proposed use will utilize an existing structure and no site design changes are requested for the proposed use. **The Board finds that the provisions of Section 5.2.2.B.1. are satisfied.***

(2) The proposed use will not create significantly more vehicular traffic by patrons, residents, or suppliers than the uses and structure currently within 300 feet of the

proposed use or structure that generates the most vehicular traffic. *There are only two (2) properties with active land uses within 300 feet of the subject property: Pegasus Landing apartments (190 units) and Coastal Landing independent living facility (82 units). The proposed use will feature office, meeting, learning, and storage space and is not anticipated to generate significantly more vehicular traffic than the surrounding uses within 300 feet of the subject property. **The Board finds that the provisions of Section 5.2.2.B.2. are satisfied.***

(3) The proposed use will not operate or require deliveries earlier in the morning, or later at night, than the uses and structures currently within 300 feet of the proposed use or structure that operate earliest in the morning and latest at night. *The applicant has indicated that there will not be regularly scheduled deliveries associated with the proposed use. Infrequent deliveries, when necessary, will occur during normal business hours. **The Board finds that the provisions of Section 5.2.2.B.3. are satisfied.***

(4) The proposed use shall not create any more adverse impacts on any current use or structure within 300 feet of the lot on which the proposed use or structure would be located. *The proposed use is proposed to be located within an existing vacant building. If approved, the conversion of a boarded-up building to an active use would bring more vitality to the area. Furthermore, the applicant has indicated that a proposed tenant is a steward of the adjacent land and is currently responsible for minimizing adverse impacts on the subject property and its surroundings. **The Board finds that the provisions of Section 5.2.2.B.4. are satisfied.***

(5) The application shall further the planning goals of the adopted Town of Brunswick 2008 Comprehensive Plan, as amended, including but not limited to the planning goals for the Planning Area (Appendix A - Planning Areas) in which the property is located. *Per Zoning Ordinance Table 1.3.1: Planning Areas, the subject property is located within the Brunswick Naval Air Station (BNAS) Reuse Planning Area. Appendix A.1.6 of the Zoning Ordinance states, "this area is envisioned to be a thriving mixed-use community, guided by the community-influenced master reuse plan." Anticipated land uses within the planning area include, "walkable live-work neighborhoods, educational institutions, business and professional office, business and technology industries, a fully functional general aviation airport and related industries, community mixed uses and indoor/outdoor recreational facilities" Furthermore, the BNAS Reuse Master Plan identified the subject property as part of the Natural Areas District. The intent of this district 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 issues.*

*Therefore, the proposed use furthers the planning goals for the BNA Reuse Planning Area and more specifically the BNAS Reuse Master Plan Natural Area District. **The Board finds that the provisions of Section 5.2.2.B.5. are satisfied.***

**DRAFT MOTIONS  
CONDITIONAL USE PERMIT  
ENVIRONMENTAL RESOURCE CENTER  
CASE NUMBER: 20-013**

**Motion 1:** Completeness (above 'Project Summary')

**Motion 2:** That the Conditional Use Permit is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, its representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.

*\* Please note that Conditional Use Permit approvals by the Planning Board shall expire at the end of two years after the date of final approval unless all construction has been completed by that date (Section 5.2.2.C of the Brunswick Zoning Ordinance).*

27 March 2020

Criteria Supplement for Conditional Use application for 179 Neptune Drive.

1. The proposed use will be in an existing single-story brick structure. Neither the footprint or the height will be changed. The building and lot are presently in the GO zone and the conditional use of offices for Brunswick Topsham Land Trust meet the intention of the Environmental Resource Center to allow for a use which supports land and water conservation. The Property abuts the conservation land which is overseen by BTLT.
2. BTLT will be using their lot for office use only and along with CREA may use only 5 to 10 spaces periodically. There are no residents or suppliers.
3. There are no deliveries anticipated for this use.
4. The building and lot are presently unused and has until recently been boarded up. Having tenants, particularly ones that are stewards of the adjacent lands, will only enhance the building and property for the residents at Brunswick Landing, and the surrounding area.
5. This application furthers the intention of the comprehensive plan by providing space for the oversight and management of what will become almost 1500 acres of publicly accessible land. The use also meets the planned commitment of MRRRA to make conservation land accessible and to have the building used as an Environmental Resource Center, which is why it was originally placed in the GO zone, along with the vacant land intended for conservation.

Thomas Wright, Manager

Brunswick Landing Community Collective Development Group



March 31, 2020

Thomas Wright  
BLCCDG  
PO Box 216  
South Freeport, ME 04078

RE: 179 Neptune Drive – Environmental Resource Center

Dear Thomas,

This letter is in response to your request for a willingness and capacity to serve letter regarding the construction of an environmental resource center at 179 Neptune Drive in Brunswick Landing, 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.**

The project is 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. Based on our discussions and a description of the project, the average daily flow from the facility will be 160 gallons per day. The entrance charge will be assessed at \$2,045.00. 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', written over a light blue horizontal line.

Robert A. Pontau Jr., PE  
Assistant General Manager

**CONDITIONAL USE PERMIT  
APPLICATION**

1. Project Name: Environmental Resource Center

2. Project Applicant

Name: BLCCDG 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?

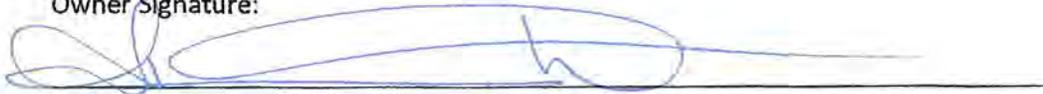
The abutting property is owned by Brunswick Topsham Land Trust to the north and east and the US Navy to the south and west.

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

<b>Proposed Development Plan</b>	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
<b>Proposed Development Plan</b>	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

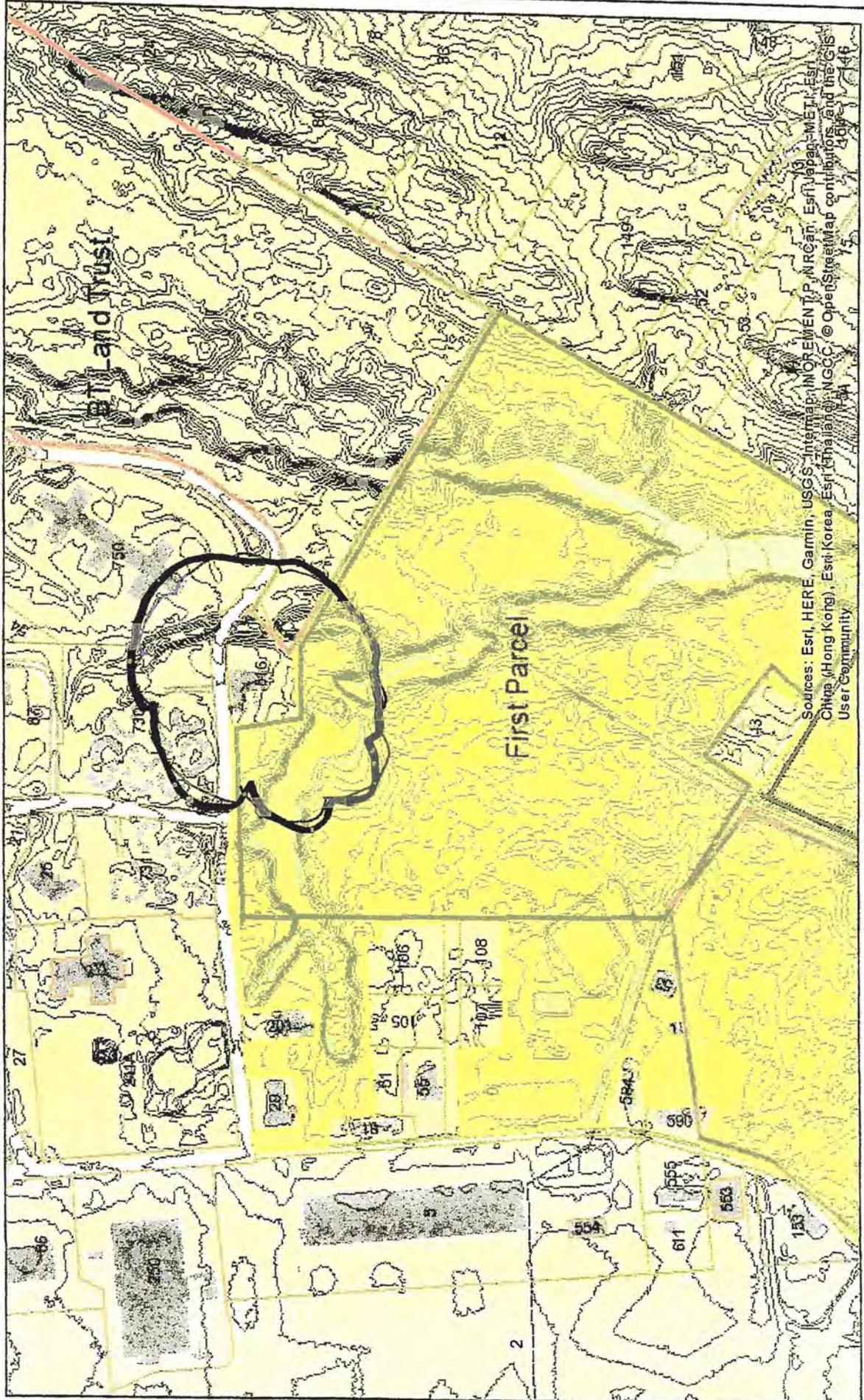
1 inch = 537 Feet



January 2, 2019

**CAI Technologies**  
Precision Mapping. Groundwater Solutions.

www.cai-tech.com



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

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.



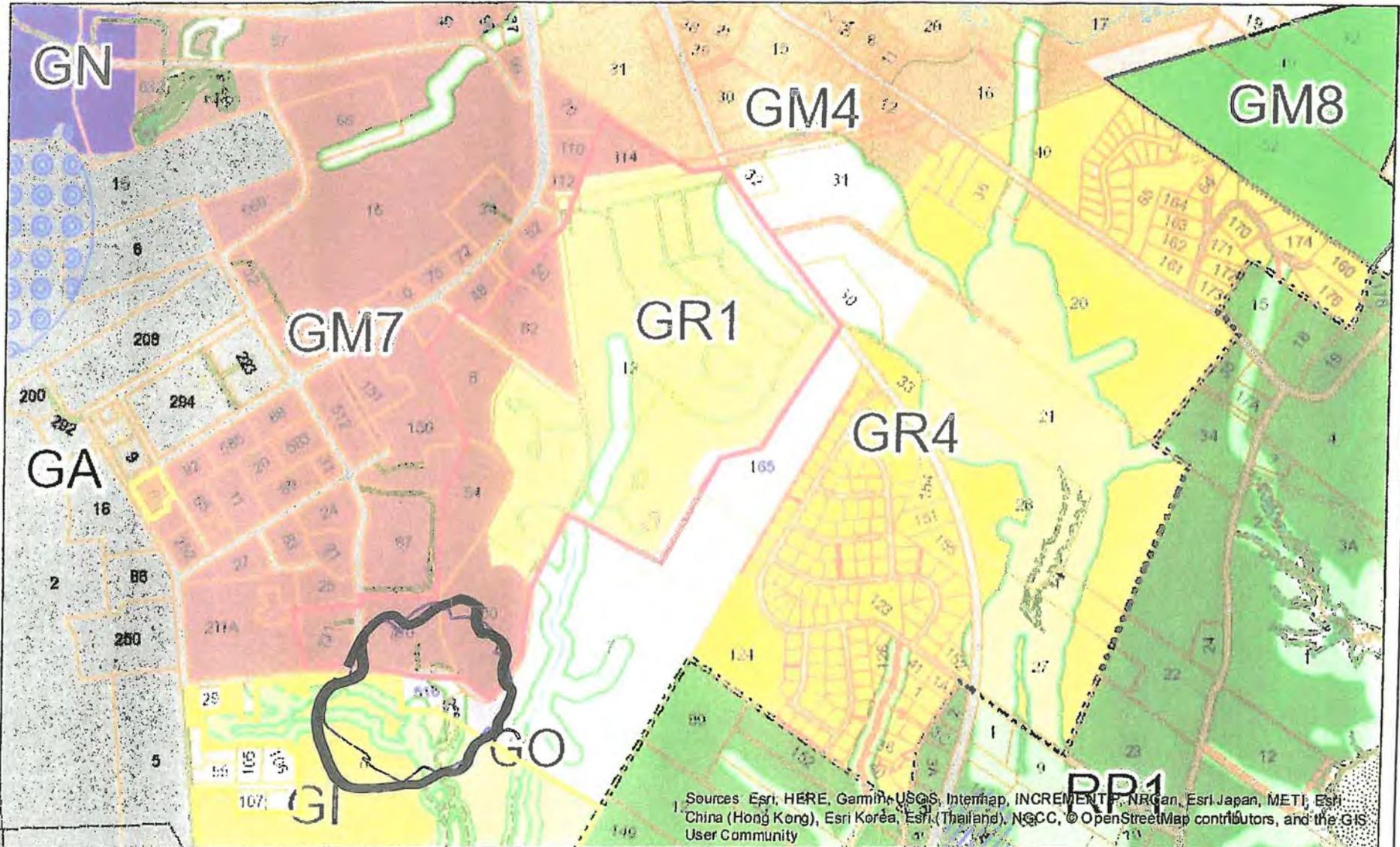
Brunswick, ME



January 15, 2019

1 inch = 1075 Feet

www.cai-tech.com

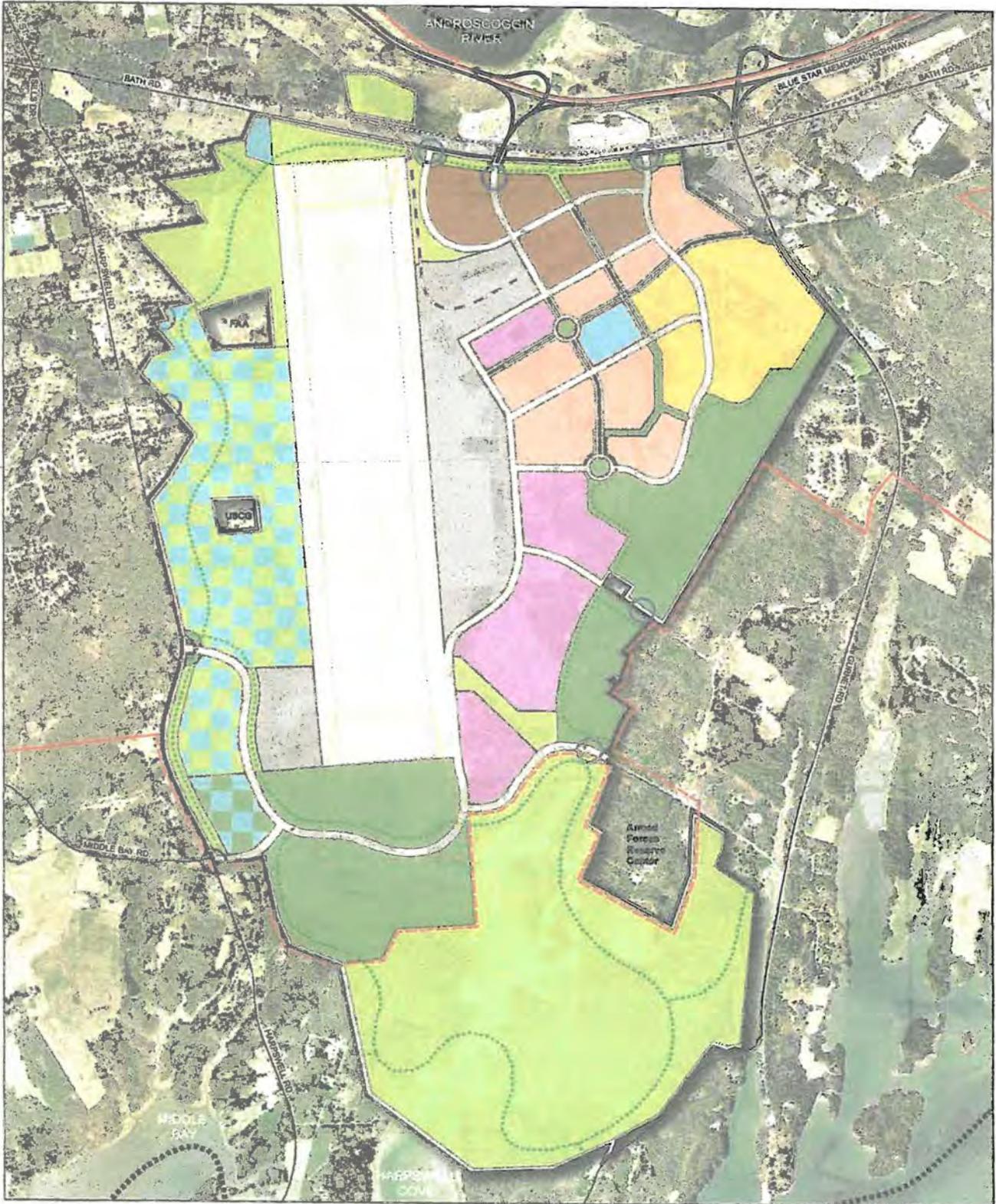


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

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.



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**

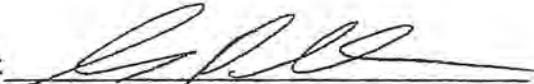
**Affordable Mid Coast Housing, LLC**, a Maine Limited Liability Company with a mailing address at P.O. Box 9340, Auburn, Maine 04210, grants to **BLCC Development Group, LLC**, a Maine Limited Liability Company with a mailing address c/o Thomas B. Wright, 70 South Freeport Road, South Freeport, Maine 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 21<sup>st</sup> day of December, 2018.

Witness:



**Affordable Mid Coast Housing, LLC**

By:   
George P. Schott, Member

STATE OF MAINE  
ANDROSCOGGIN, SS

December 19, 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. Girardin  
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.



CONCEPTUAL SITE PLAN STUDIES

**BRUNSWICK LANDING BUILDING 516  
RENOVATION DESIGN STUDIES**

OWNER / DEVELOPER THOMAS WRIGHT  
WINTON SCOTT ARCHITECTS

SCALE 1" = 20'

MAY 3, 2019

**PROPOSED NEW PARKING LIGHT**



**WGH Glass Wallpacks**  
 In stock / on order  
 Features glass enclosure - safety grade, safety breakable, shatter resistant, high impact polycarbonate (HIPS) PC cover with an impact surface. Light source design available in single (100, 120 and 150 watt) and dual (100 watt) configurations.  
 • 100 watt fixture, open or closed  
 • 150 watt fixture, open or closed  
 • 100 watt fixture, open or closed, with impact resistant cover  
 • 150 watt fixture, open or closed, with impact resistant cover  
 • 100 watt fixture, open or closed, with impact resistant cover  
 • 150 watt fixture, open or closed, with impact resistant cover  
 • 100 watt fixture, open or closed, with impact resistant cover  
 • 150 watt fixture, open or closed, with impact resistant cover

**Product Details**

<b>General</b>	
Material & Finish	304 SS
Color	Black
Component Parts List	See Notes
Mounting Hardware	See Notes
Mounting Height	5'-0" (See Notes)
Mounting Type	Surface
Wattage	100
Wattage Range	100-150
Wattage Options	100, 120, 150
Wattage Range	100-150
Wattage Options	100, 120, 150
Wattage Range	100-150
Wattage Options	100, 120, 150

**BEL'S N' OUTDOORS** 1-800-323-5664

**Do the Wave**

The Wave Bike Rack has a sleek and modern look that retains reliability and security. This updated Wave Rack provides the same support and security of the 12' Rack, but has a longer bike parking capacity. This rack is available in three heights that each can secure upto 5, 7 or 9 bicycles.

**Features**

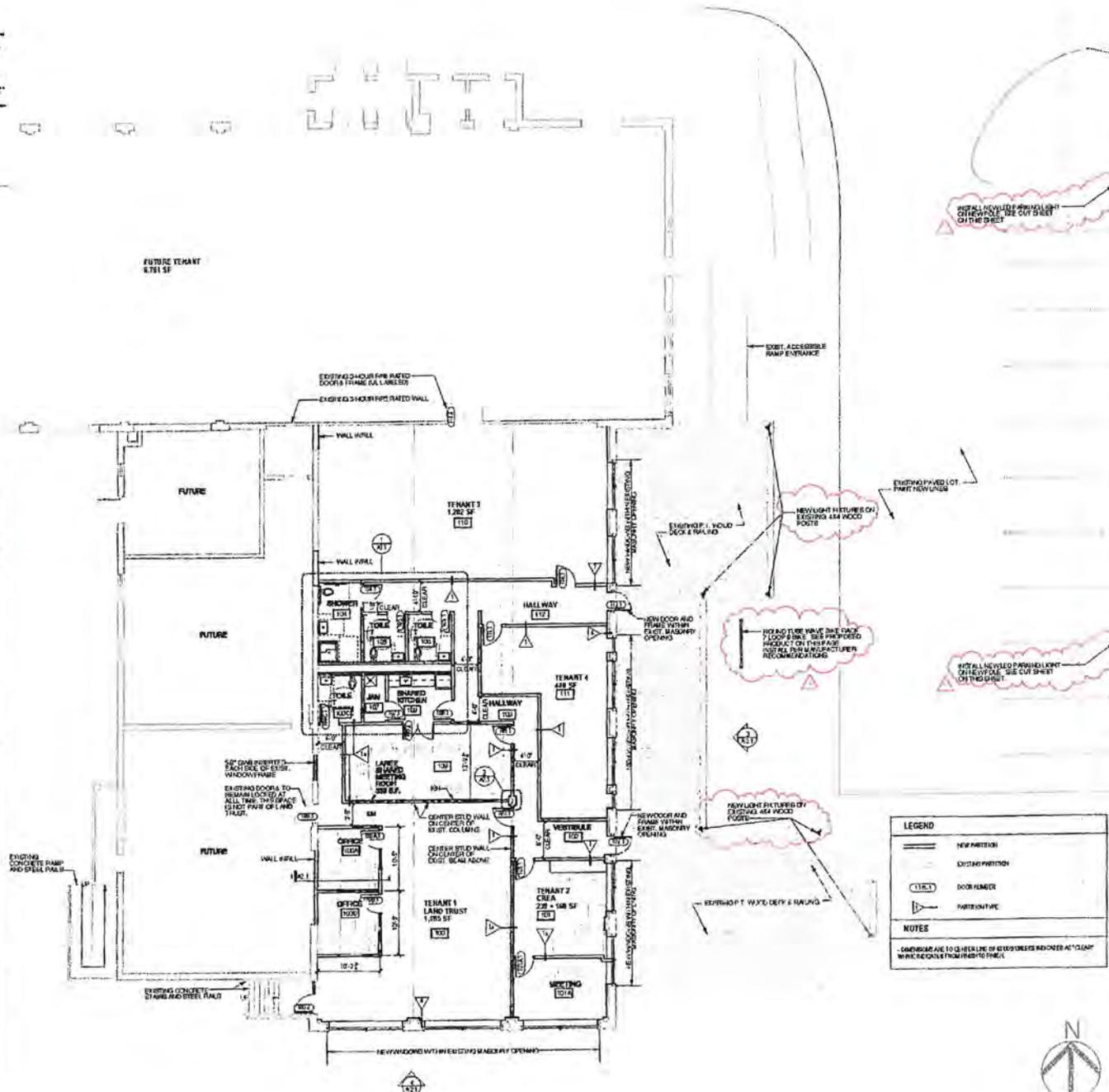
- 1-7/8" O.D. Steel Tube
- 304 Stainless Steel

**Matching Products**

**Dimensions**

- 3 Levels 5'11" - 42-1/2" x 36" W
- 5 Levels 7'11" - 66-1/2" x 36" W
- 7 Levels 9'11" - 81" x 36" W

**PROPOSED NEW BIKE RACK**



**LEGEND**

- NEW PARTITION
- EXISTING PARTITION
- DOOR FRAME
- PARTITION W/

**NOTES**

- CONFORM TO ALL CITY AND STATE REGULATIONS AND ALL APPLICABLE CODES.

**WSA**  
 WINTON SLOTT ARCHITECTS  
 5 Milk Street, Portland, ME 04101  
 207.774.8111 | wslott@aol.com

WINTON SLOTT ARCHITECTS  
 WINTON S. SLOTT, JR.  
 No. 753  
 STATE OF MAINE  
 Winton Slott

7/12/19 - Draft Development

REVISION 1 - 07/02/2019  
 REVISION 2 - 10/22/2019  
 REVISION 3 - 02/20/2019

**BUILDING 516**  
**BRUNSWICK LANDING**

26 Burbank Avenue  
 Brunswick, ME

Developer:  
 Thomas Wright LLC

PERMIT DRAWINGS

**FIRST FLOOR**  
**PROPOSED PLAN**  
 Scale: 1/8" = 1'-0"

**A 1.1**

October 10, 2019

## 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.*

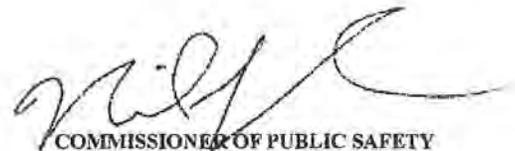
**Each permit issued shall be displayed at the site of construction.**

**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 Noncombustable: 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

**PLANNING BOARD**  
**Major Development Review**  
**DRAFT Findings of Fact**  
**Review Date: April 14, 2020**

**Project Name:** Brunswick Landing Village  
**Project Location:** Brunswick Landing Venture Subdivision  
**Tax Map:** Map 40, Lots 138 and 139  
**Zoning District:** GR1  
**CDP:** Brunswick Landing Housing Common Development Plan  
**Case Number:** 20-014  
**Applicant:** Brunswick Landing Venture, LLC  
74 Neptune Drive  
Brunswick, ME 04011

**Authorized Representative:** Sitelines PA  
c/o Curt Neufeld, PE,  
8 Cumberland Street  
Brunswick, ME 04011

*Staff reviewed the application and has determined it is complete.*

**DRAFT Motion 1:** That the Final Subdivision Plan is deemed complete.

**PROJECT HISTORY**

The Planning Board approved the Major Development Review application for “Brunswick Landing Venture Subdivision” in Case #17-045 and an associated Common Development Plan (CDP) in Case #17-046. The CDP was amended in Case #19-049 to allow single story buildings. The approved subdivision involved the creation of 10 new residential lots for one (1) and two (2) family multitenant housing. Activity associated with the subdivision only included the reuse of existing housing and associated infrastructure and did not propose any new construction activity at that time. Subsequently in Case #18-011, the Planning Board approved an amendment to the Brunswick Landing Venture subdivision to adjust lot coverage and associated density calculations for reduced parcel area from the creation of the public right-of-way associated with the approved Cooks Corner connector road (Case #17-051).

In June 2018, the Planning Board approved the creation of 40 new residential condominium units in lots 8 and 9 of the Brunswick Landing Venture Subdivision in Case #18-013. The proposed development included new driveway entrances, parking, landscaping, utility connections, parking areas for 12 new condominium buildings. Three (3) new condominium buildings were approved on Anchor Drive; two (2) new condominium buildings on Independence Drive; and seven (7) new condominium buildings on Intrepid Street. A driveway entrance for a future pump

station was to be constructed on Intrepid Street across from Building 21 and 22, so-called.

## **PROJECT SUMMARY**

Staff review is based on the Major Development Review application for, “Lots 8 & 9 Brunswick Landing Housing Subdivision” dated March 24, 2020 and revised most recently on April 9, 2020. The proposed development supersedes the approved 40-unit condominium development in Case #18-013 with eight (8) single dwelling unit lots on Anchor Drive and Forestal Drive and associated development area.

Staff advise the Brunswick Codes Enforcement Officer (CEO) is currently not available to provide the Planning Board with technical review advice for the proposed development. Town Attorney and CEO correspondence from 2008 and 2018, respectively are provided as supporting documentation regarding the applicability of Maine subdivision law and Brunswick zoning ordinance. This technical review correspondence is described in Note #5 on the applicant’s subdivision plan. Further, the CEO previously advised on the approved condominium project in Case #18-013.

The SRC meeting notes were not complete at the time of the draft findings of fact for inclusion in the Planning Board packet. The SRC notes will be provided as an addendum prior to the Planning Board meeting.

The applicant requests the following waivers in accordance with Section 5.2.9.M of the Brunswick Zoning Ordinance:

1. Profile underground facilities – *The applicant will coordinate with the MRRA and the Sewer and Water Districts regarding utility plans and installation. During SRC, representative staff indicated the plan waivers are acceptable. Based these supporting facts, the staff recommends approving the requested waiver.*
2. Location of trees >10” – *The site plan depicts existing tree canopy areas generally. All associated clearing is shown on the plan. The applicant will limit clearing to the extent necessary for the proposed development areas. Additionally, the applicant proposes to provide new landscaped areas in with trees and other woody vegetation in conformance with the approved Common Development Plan. Based on these supporting facts, the staff recommends approving the requested waiver.*

## **Review Standards from Section 4.2 of the Town of Brunswick Zoning Ordinance**

### **4.1 Applicability of Property Development Standards**

The subject property is located within the GR1 Zoning District. The Brunswick Landing Venture subdivision contains the Shoreland Protection Overlay (SPO); however, the proposed development does not occur within the SPO. The more restrictive standards of the SPO do not apply within the proposed development area.

A draft amendment to declaration of covenants, conditions, and restrictions for the Brunswick Landing Master Homeowners Association is provided. Staff recommend the draft declaration be reviewed and approved by the Town Attorney. *The Board finds that the provisions of Section 4.1 are conditionally satisfied upon the review and approval of the draft declaration by the Town Attorney.*

#### **4.2 Dimensional and Density Standards**

The plan entitled, “Subdivision Amendment #4 Lots 8 & 9 of Brunswick Landing Housing” prepared by Sitelines on Plan Sheet 1, dated March 19, 2020 and amended on March 24, 2020 indicates the proposed subdivision of Lot 8 and 9 of the Brunswick Landing Venture Subdivision meets the required dimensional and density limits for the GR1 Zoning District and the approved CDP. *The Board finds that the provisions of Section 4.2 are satisfied.*

#### **4.3 Natural and Historic Areas**

- 4.3.1 Mapping of Natural and Historic Areas Requirements. The proposed development is primarily within existing developed areas. All woody vegetation that will be cleared for development is depicted on the site plan. Based on the information provided, the applicant avoided the associated features important to the natural, scenic, and historic character of the Town or that add to the visual quality of the development to the greatest extent practicable.
- 4.3.2 Pollution. The proposed activity is subject to Site Location of Development Act (Site Law) licensing standards which include an evaluation of water and air pollution by technical staff. All stormwater management plans associated with the development will be evaluated by the Maine Department of Environmental Protection (DEP) pursuant the Stormwater Management Law treatment requirements for Urban Impaired Streams. The applicant provided plan sheets that depict revised treatment areas for the subject parcel that indicate Brunswick’s stormwater treatment standards for new developed land and redeveloped impervious area will be met or exceeded upon DEP approval. Based on the information provided, the proposed development will not result in undue water or air pollution.
- 4.3.3 Protection of Natural Vegetation. The proposed development is located partly in existing developed land but will result in some removal some trees and other vegetation as shown on the plan. Staff note the constraints of the development area and associated utility connections within the subject parcel were considered by the applicant to maximize the preservation of natural landscape features. The proposed development was not found to occur within or cause harm to land not suitable for development and will not have an undue adverse effect on the area’s scenic or natural beauty.
- 4.3.4 Protection of Significant Plant and Animal Habitat. The proposed development is not within the Wildlife Habitat Overlay, and no other mapped significant plant and animal habitats were identified during review. Therefore, the proposed development will not have an undue adverse effect on important plant and animal habitats identified by the Maine Department of

Inland Fisheries and Wildlife or Town of Brunswick, or on rare and irreplaceable natural areas, such as rare and exemplary natural communities and rare plant habitat as identified by the Maine Natural Areas Program.

- 4.3.5 Steep Slopes: No steep slopes were identified on the subject parcel.
- 4.3.6 Erosion and Sedimentation. The proposed development is designed in accordance with the Maine Department of Environmental Protection's Best Management Practices (BMPs) to avoid causing unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. An erosion and sedimentation control plan is provided.
- 4.3.7 Groundwater. As noted in subsection 4.3.2, the stormwater management plan is designed to meet the Maine DEP's BMP standards which avoid and minimize impacts to groundwater. Provided the stormwater management plans are approved by the Maine DEP as conditioned at subsection 4.5, the development will not, alone or in conjunction with existing activities, have an undue adverse effect on the quality or quantity of groundwater.
- 4.3.8 Surface waters, Wetlands, and Marine Resources. The plans and reports for stormwater management that were evaluated during review were prepared by qualified professionals. Based on the information provided, the proposed development will have no undue adverse effect on wetlands, waterbodies, and their shorelines within the watershed of the development site.
- 4.3.9 Historic and Archeological Resources. The application indicates the proposed development area was previously disturbed by Department of the Navy activities and no historic or archaeological resources were identified. Based on the available information, the proposed development will have no undue adverse effect on any historic or archeological resources.

*The Board finds that the provisions of Section 4.3 are satisfied upon approval of the Site Law permit by Maine DEP.*

#### **4.4 Flood Hazard Areas**

The proposed development is not located in a Flood Protection Overlay (FPO) District or Flood Hazard Area. *The Board finds subsection 4.4 is not applicable.*

#### **4.5 Basic Municipal Services**

The applicant provided evidence that basic municipal services can be provided for the development. Any changes to the existing stormwater management system will be coordinated with MRRA. Stormwater treatment for quantity and quality of existing and proposed development areas within the subject parcels will be to the satisfaction of the Maine DEP which meet or exceed Brunswick's stormwater treatment standards. Solid waste impact fees are required for each proposed house lot development and must be provided to staff satisfaction. *The Board finds that the provisions of Section 4.5 are satisfied provided solid waste impact fees for each house lot development are paid to the satisfaction of the Director of Planning and Development; and the stormwater management plans are approved by the Maine DEP pursuant to the state licensing standards described in subsection 4.3.*

#### **4.6 Landscaping**

The proposed activity includes landscaping plans that conform to the landscaping standards in the approved CDP. The Town Arborist reviewed the landscaping plans and advised adhering to the town tree standards. The applicant notes that the plans were previously accepted for the CDP. Staff advise the Planning Board to consider the SRC advice and determine if the proposed landscaping is acceptable or requires further review.

The proposed landscaping will enhance the proposed structures, parking areas, and other site improvements and minimizes the development's effect on abutting properties. Existing topography and vegetation is maintained where practical. *The Board finds that the provisions of Section 4.6 are satisfied.*

*Note: Based on SRC review, the Planning Board may prefer an alternate condition of approval that the landscaping plans minimize the development effect on abutting properties provided trees are selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist.*

#### **4.7 Residential Recreation Requirements**

The proposed development is required to pay recreational impact fees for new residential development. The applicant proposes to pay the recreation impact fees per lot. *The Board finds that the provisions of Section 4.7 are conditionally satisfied upon the acceptance of recreational facilities impact fees prior to the development of each house lot.*

#### **4.8 Circulation and Access**

New driveway entrances are proposed in existing streets. The SRC reviewed the proposed layout and made no recommendations for additional traffic review. The proposed development is not anticipated to cause unreasonable congestion or unsafe conditions within the condominium parking lots or on roads currently owned by MRRRA. *The Board finds that the provisions of Section 4.8 are satisfied.*

#### **4.9 Parking and Loading**

No loading areas are proposed. Driveways that meet Brunswick's parking standards are provided for all proposed residential units. *The Board finds that the provisions of Section 4.9 are satisfied.*

#### **4.10 Lighting**

The development area contains existing street lighting and no new street lights are proposed. Each residence is anticipated to have residential scale exterior lighting. *The Board finds that the provisions of Section 4.10 are satisfied.*

#### **4.11 Architectural Compatibility**

The applicant provided architectural renderings for the proposed buildings. The proposed design is compatible with other existing residential buildings in the Brunswick Landing Venture subdivision. *The Board finds that the provisions of Section 4.11 are satisfied.*

**4.12 Neighborhood Protection Standards**

The neighborhood protection standards are not applicable to the proposed residential development. *The Board finds that the neighborhood protection standards in Section 4.12 do not apply to the development.*

**4.13 Signs**

No signs are proposed at this time. *The Board finds that the provisions of Section 4.13 are not applicable.*

**4.14 Performance Standards**

No exceedance in Section 4.14 standards is proposed. *The Board finds that the provisions of Section 4.14 are satisfied.*

**4.15 Site Feature Maintenance**

As previously approved, staff recommend all existing site features are maintained in their existing state or updated in accordance with the CDP. The proposed development contains new site features such as landscaping and stormwater management systems. In accordance with Section 4.15 standards, this finding serves to advise the applicant that site features constructed or installed as required by this development approval must be maintained in good repair, and replaced if damaged or destroyed, or in the case of living materials, if they die or are effectively destroyed after installation. Site feature maintenance will be the responsibility of the landowner. The developer currently owns the subject parcel but intends to transfer all common land to a future homeowner’s association. *The Board finds that the provisions of Section 4.15 are satisfied.*

**4.16 Financial and Technical Capacity**

Engineering and architectural plans were prepared for the applicant by technical consultants. A third-party financial institution provided documentation that the applicant’s financial capacity is acceptable. The application demonstrates adequate financial and technical capacity to meet the standards of the proposed development. *The Board finds that the provisions of Section 4.16 are satisfied.*

**4.17 Administrative Adjustments / Alternative Equivalent Compliance**

No administrative adjustment is proposed by the applicant at this time. *The Board finds that the provisions of Section 4.17 are not applicable.*

**Motion 2:** That the requested waiver for profiles of underground utilities, and locating trees over 10 inches is approved.

**Motion 3:** That the Final Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.
2. That prior to the issuance of a building permit for each house unit, recreation facilities impact fees shall be provided to the satisfaction of the Director of Planning and Development.
3. That prior to the sale of the first unit, the draft declaration documents for the homeowner's association shall be review and approved by the Town Attorney and the Director of Planning and Development.
4. That prior to issuance of a building permit for each house unit, solid waste impact fees shall be paid to the satisfaction of the Town Engineer and the Director of Planning and Development.
5. That prior to the start of construction, the Maine DEP approved Site Law permit shall be provided to the Director of Planning and Development.

# Town of Brunswick, Maine

Incorporated 1739

## CODES ENFORCEMENT OFFICE

CODES ENFORCEMENT: 207-725-6651  
FAX NUMBER: 207-725-6663  
JHUTCHINSON@BRUNSWICKME.ORG  
WWW.BRUNSWICKME.ORG

JEFF HUTCHINSON  
CODES ENFORCEMENT OFFICER  
85 UNION STREET  
BRUNSWICK, ME 04011



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

Re: Sale of individual single family homes in the Brunswick Gardens and Station Quarters neighborhoods at Brunswick Landing.

Dear Kevin: You have inquired whether subdivision approval or subdivision amendment approval is required in order to record the plans you have prepared that create conforming lots around the individual single family homes in the neighborhoods known as Brunswick Gardens, on Intrepid Street, and as Station Quarters located on Castine Drive and Forrestal Drive, each in Brunswick Maine.

Based upon records in the Assessor's office in Brunswick, the homes in Brunswick Gardens were constructed as single family homes in 1959 and the homes in Station Quarters were constructed as single family homes in 1958 and before. Accordingly, based upon the exemption contained in the state subdivision law at 30-A MRSA Section 4402 (2), which exempts subdivisions in actual existence on September 23, 1971 that did not require subdivision approval, the conversion of the homes from rental properties to separate ownership does not require subdivision approval, as the home and the use are exempt under State law.

On or about July 3, 2018, the Brunswick Planning Board approved a subdivision plan recorded in Plan Book 218, Page 294 (the "July 2018 Subdivision Plan") that divided the residential properties owned by Brunswick Landing Venture at Brunswick Landing into lots representing each neighborhood within this area of Brunswick Landing. The purpose of that subdivision plan was to separate out developable land into separate parcels that may be developed and further subdivided at the time of such development. The Brunswick Gardens neighborhood was designated as lot 3 on the July 2018 Subdivision Plan, and the Station Quarters neighborhood was designated as lot 7 on the July 2018 Subdivision Plan, however, the July 2018 Subdivision Plan did not establish or show the

lot lines dividing the previously exempt individual single family homes at Brunswick Gardens or at Station Quarters into separate lots as the plans you propose to now record establish. A question has arisen as to whether the establishment of the July 2018 Subdivision Plan now compels subdivision approval or subdivision amendment in order to record the plans showing the individual homes with lot lines drawn around the individual homes.

We have concluded that no further subdivision approval or amendment is required to record the plans showing the division of the Brunswick Gardens homes or the Station Quarters homes or to convey those homes to individual purchasers. The lot lines established on the July 2018 Subdivision Plans are not being altered. You are merely conveying the existing homes that are exempt from subdivision review on conforming lots to convert them from rental ownership to individual ownership. The July 2018 Subdivision Plan did not in any way alter or eliminate the exemption from subdivision approval that these homes enjoyed, and they remain a subdivision in actual existence on September 23, 1971, without a change in use, notwithstanding the fact that the July 2018 Subdivision Plan segregated the separate neighborhoods into separate lots containing the homes located in each such neighborhood. In addition, the conditions requiring approval of Revisions to an Approved Plan by the Development Authority as set forth in section 5.2. 10 of the Brunswick Zoning Ordinance are not triggered by the recording of the plan showing the division of the existing exempt homes into separate lots as described above.

Please feel free to contact me if you require any further information.

Sincerely,



Jeff Hutchinson  
Brunswick Code Enforcement Officer

Cc: Matt Panfil, AICP, Brunswick Director of Planning and Development

## **BERNSTEIN SHUR**

**COUNSELORS AT LAW**

100 Middle Street  
PO Box 9729  
Portland, ME 04104-5029

# Memorandum

To: Anna Breinich  
Cc: Gary Brown  
From: Pat Scully  
Date: August 14, 2008  
Re: Subdivision Issues Raised by BNAS Housing

---

### **Summary**

You have asked our opinion whether the division of existing Brunswick Naval Air Station (“BNAS”) housing into separately described and owned lots will constitute a subdivision within the meaning of Maine law requiring local subdivision approval. In the case of BNAS housing that was constructed prior to September 23, 1971, the division of such tracts of existing housing into lots (presumably as one lot for each dwelling structure) is not a subdivision under Maine law and therefore does not require local subdivision approval.

Maine law is unclear regarding areas of BNAS housing constructed after September 23, 1971. A reasonable argument can be made that, because such housing when constructed was a “subdivision” within the meaning of 30-A M.R.S.A. § 4401 et seq. (the “Subdivision Statute”) but was exempt under federal law from local subdivision review, the subsequent division of the tracts into individual lots for each of the existing dwelling structures is not a “new” subdivision of the same tract or parcel of land, and therefore does not trigger a new subdivision review. However, there is no clear statutory language to address this situation. A Court in applying the Subdivision Statute could conclude that, because there is no express exemption applicable to housing areas built after 1971, the division of these tracts into legally distinct lots requires local subdivision review.

### **Analysis**

Significant tracts of housing for BNAS personnel were built between 1943 and 2006. An area of off-base housing adjacent to McKean Street was constructed between 1958 and 1962 (the “McKean Street Housing”). Housing on-base (the “On-Base Housing”) was constructed over various periods of time between 1943 and 2006, with the majority of such on-base housing built after 1982. At the time BNAS housing was built, the land and

housing was owned by the federal government. Several years ago, the federal government sold or leased the McKeen Street Housing Units and the On-Base Housing Units. The federal government continues to own the land at both sites. In conjunction with the closing of BNAS and the redevelopment efforts at BNAS, the Town expects that a private entity will seek to divide the McKeen Street Housing and On-Base Housing into individual lots for each dwelling structure and to sell each lot to a private owner. The individual lots will likely match the location of each dwelling structure, essentially defining a separate lot for each structure, and no other division of the larger tracts is expected.

Local review and approval by the Town's Planning Board is required for statutorily defined "subdivisions." 30-A M.R.S.A. § 4401(4) defines a "subdivision", in relevant part, as:

...the division of a tract or parcel of land into 3 or more lots within any 5-year period that begins on or after September 23, 1971. This definition applies whether the division is accomplished by sale, lease, development, buildings or otherwise. The term "subdivision also includes ... the construction or placement of 3 or more dwelling units on a single tract or parcel of land ....

\*\*\*

E. The division of a tract or parcel of land into 3 or more lots and upon each of which lots permanent dwelling structures legally existed before September 23, 1971 is not a subdivision.

30-A M.R.S.A. § 4402 provides certain exceptions from the requirement for subdivision approval, including: 1) subdivisions in actual existence on September 23, 1971 that did not require approval under prior law; and 2) "a subdivision in violation of this subchapter that has been in existence for 20 years or more ...."

The Subdivision Statute was amended in 1973 to add the language "whether the division is accomplished by sale, lease, development, buildings or otherwise." Prior to that amendment, only the division of a tract parcel of land into 3 or more lots constituted a subdivision. This was further clarified in a 1989 amendment that added the provision that a subdivision includes "the construction or placement of 3 or more dwelling units on a single tract or parcel of land..."

### McKeen Street Housing

Given the exemption from the definition of "subdivision" set forth in § 4401(4)(E), the division of the housing in the McKeen Street Housing area into individual lots for each dwelling structure is not a "subdivision" under Maine law and does not require local subdivision approval. This assumes that for each such lot that will be created, a permanent dwelling structure legally existed before September 23, 1971.

### On-Base Housing

The same exemption in § 4401(4)(E) applies to any On-Base Housing constructed before September 23, 1971. The statute is less clear as applied to On-Base Housing built after September 23, 1971. Beginning with the 1973 amendment to the Subdivision Statute, the construction of 3 or more dwelling structures on the Base met the statutory definition of a

“subdivision” even though separate lots were not created. While this was a “subdivision” as defined, the federal government was exempt from local Planning Board review and approval. Nothing in the Subdivision Statute addresses whether, where a subdivision is created by building structures after 1971 but is exempt from local review due to federal ownership, the subsequent private division of the housing area into individual lots constitutes a new “subdivision” requiring a current subdivision approval. A purely textual reading of the statute would suggest that the action is a “division of a tract or parcel of land into 3 or more lots,” and therefore is a subdivision requiring subdivision review and approval.

However, under the 1973 amendment to the Subdivision Statute, a functional subdivision of the tract into lots occurred when 3 or more buildings were built. The legal division into lots years later simply confirms that prior functional division. In addition, given that the housing and all associated roads and infrastructure are fully developed, it is not clear that the purposes of subdivision review can be achieved by a review of a completed development many years later. This view is supported by the exemption from “subdivision” status in § 4401(4)(E) that applies where dwelling structures were built prior to 1971 and the individual lots are created subsequently. This exemption recognizes that after the fact subdivision review of a built development makes little sense. I would also note that 30-A M.R.S.A. § 4402 exempts from the requirement for subdivision approval unlawful subdivisions “in existence for 20 years or more ....” While not directly applicable, this exemption recognizes that demanding subdivision review many years after a development is built is unnecessary.

We cannot predict with any confidence how a Maine court would decide the question of whether subdivision approval is required to create separate lots for On-Base Housing units built after 1971. We believe there are good arguments why subdivision review should not be required. This uncertainty could be addressed legislatively.

# **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](http://www.sitelinespa.com)

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

### Table of Contents

Cover Letter	
Attachment A	Application Form & Checklist
Attachment B	Right, Title, & Interest
Attachment C	Abutting Property Owners
Attachment D	Photographs
Attachment E	Supporting Documents
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](http://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

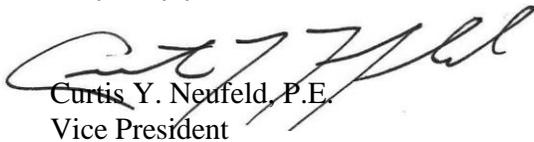
The design team, led by Sitelines, PA, has extensive experience (since 1989) planning, designing, and gaining approvals for commercial projects throughout the state, including multiple projects located in the Town of Brunswick.

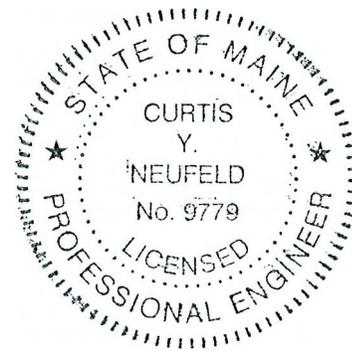
*4.17 ADMINISTRATIVE ADJUSTMENTS / ALTERNATIVE EQUIVALENT COMPLIANCE*

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](mailto: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
<b>General</b>	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			
<b>Survey, Topography, &amp; Existing Conditions</b>	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			
<b>Survey, Topography, &amp; Existing Conditions</b>	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
<b>Infrastructure - Proposed</b>	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.			
<b>Infrastructure - Proposed</b>	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			
<b>Proposed Development Plan</b>	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
<b>Proposed Development Plan</b>	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

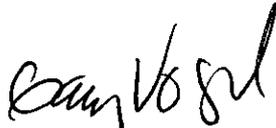
MAINE REAL ESTATE TAX PAID

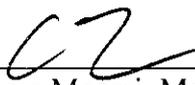
fences depicted on the Plan, to the extent that the fences extend beyond the boundary lines, and to use and enjoy the area contained within those fences for ordinary recreational purposes.

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 1<sup>st</sup> day of ~~October~~ Nov., 2018.

Witness:

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

  
\_\_\_\_\_

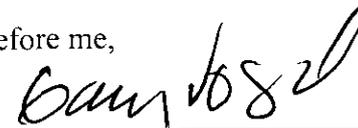
By:   
\_\_\_\_\_ Cross Mocerri, Manager

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

LO

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]

Handwritten initials 'LO' inside a circle.

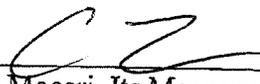
IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

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

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

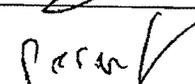
By: Presidium Brunswick Condo, LLC,  
a Texas limited liability company,  
its Manager

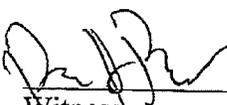
By: Mocer Investments, LP,  
a Texas limited partnership  
its Manager

By:   
Cross Mocer, Its Manager

\_\_\_\_\_  
Witness

**BUYER:**  
GRAIVER HOMES, INC.

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

  
\_\_\_\_\_  
Witness





**PLAN DESCRIPTION:**  
 1. THIS PLAN SHOWS THE LOTS AND LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 2. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 3. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 4. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 5. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 6. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 7. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 8. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 9. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 10. THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.

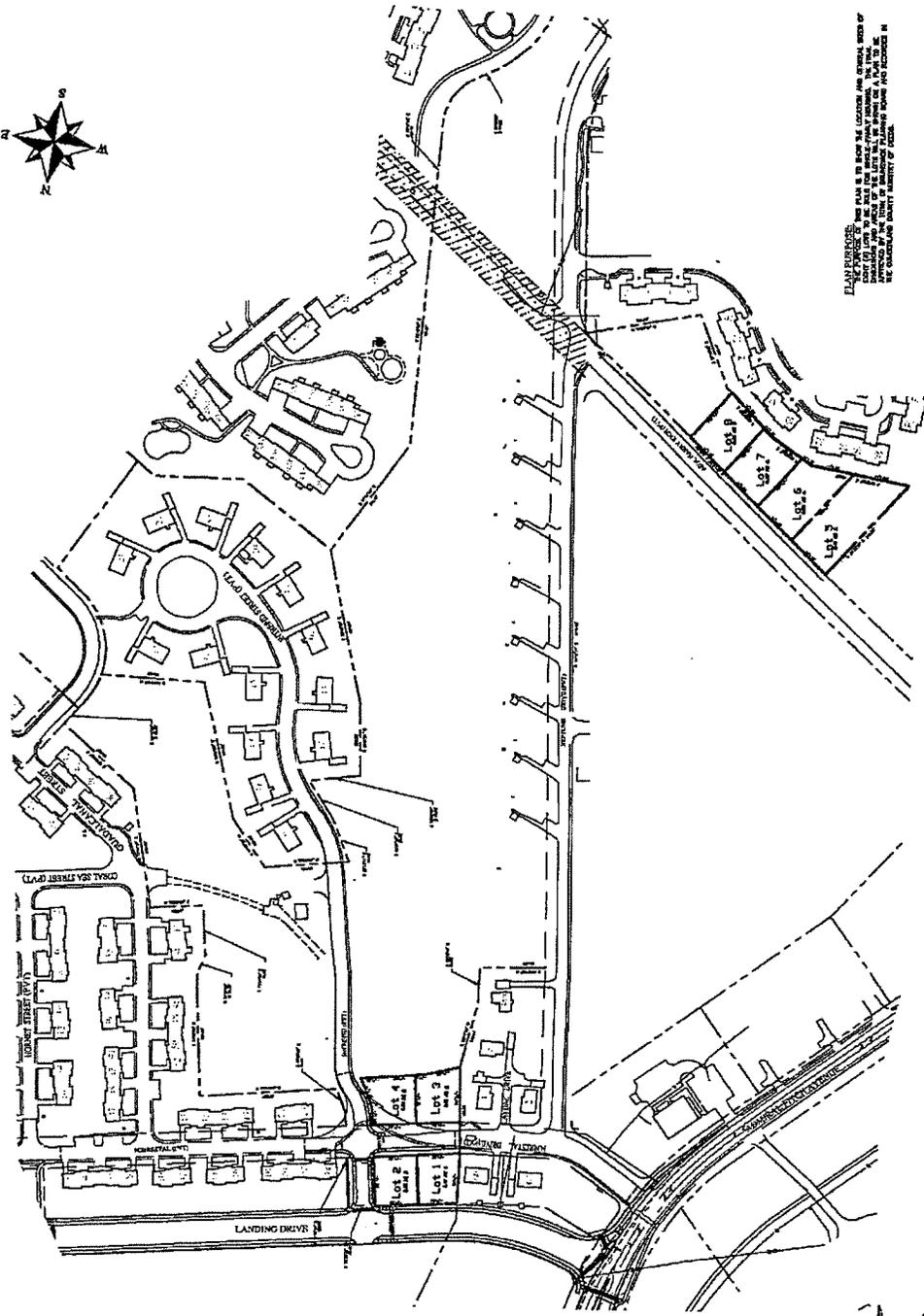
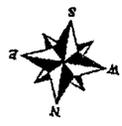
**PROPOSED LOT EXHIBIT**

**OWNER:**  
 SINGLE-FAMILY HOUSING  
 BRUNSWICK LANDINGS

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

**SITELINES, PA**  
 860 HUNTERS LANE, SUITE 100  
 BRUNSWICK, ME 04011  
 TEL: 207.735.1500 FAX: 207.735.1501  
 WWW.SITELINES.COM

**SCALE:** 1" = 100'  
**DATE:** 08/26/2010  
**BY:** MARYLOTT, ROBERT S. JR.  
**FILE:**



**PLAN DESCRIPTION:**  
 THIS PLAN SHOWS THE LOTS AND LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.  
 THE LOTS ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENCES.

**CALLER'S OFFICE LOCATION:**  
 1-888-344-7233  
 860 HUNTERS LANE, SUITE 100  
 BRUNSWICK, ME 04011  
 WWW.SITELINES.COM

**GRAPHIC SCALE:**  
 1" = 100'  
 1" = 100'  
 1" = 100'

**ISSUED FOR:**  
 AGREEMENT EXHIBIT

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

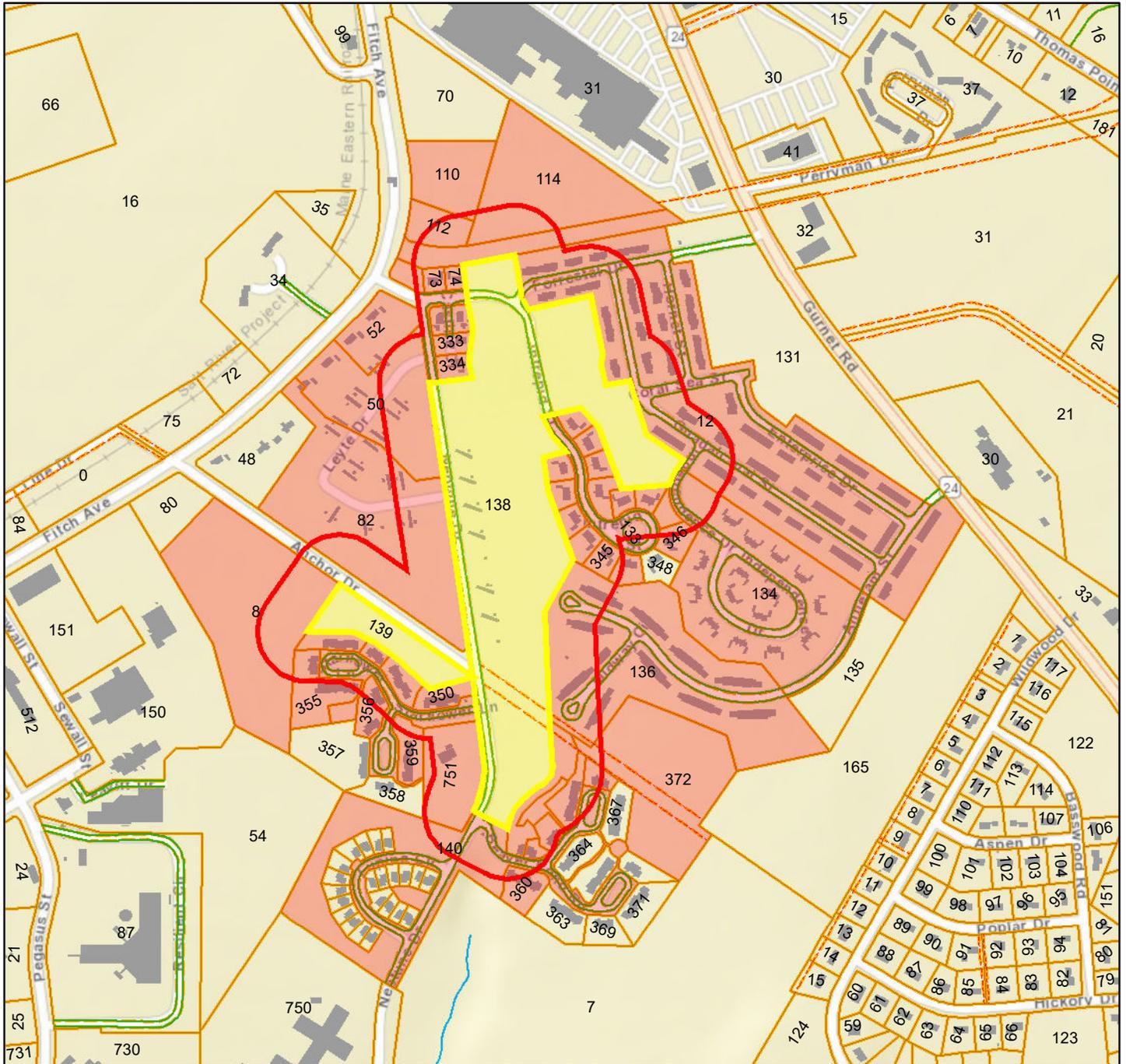
Brunswick Landing Condominiums, Brunswick, ME



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

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

## Abutters:

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

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

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

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



www.cai-tech.com

Data shown on this report 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 report.



# 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



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report 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 report.



# 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



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report 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 report.

2/19/2020

Page 3 of 6



# 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



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report 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 report.



# 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



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report 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 report.



# 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

---



[www.cai-tech.com](http://www.cai-tech.com)

Data shown on this report 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 report.

2/19/2020

Page 6 of 6

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)**



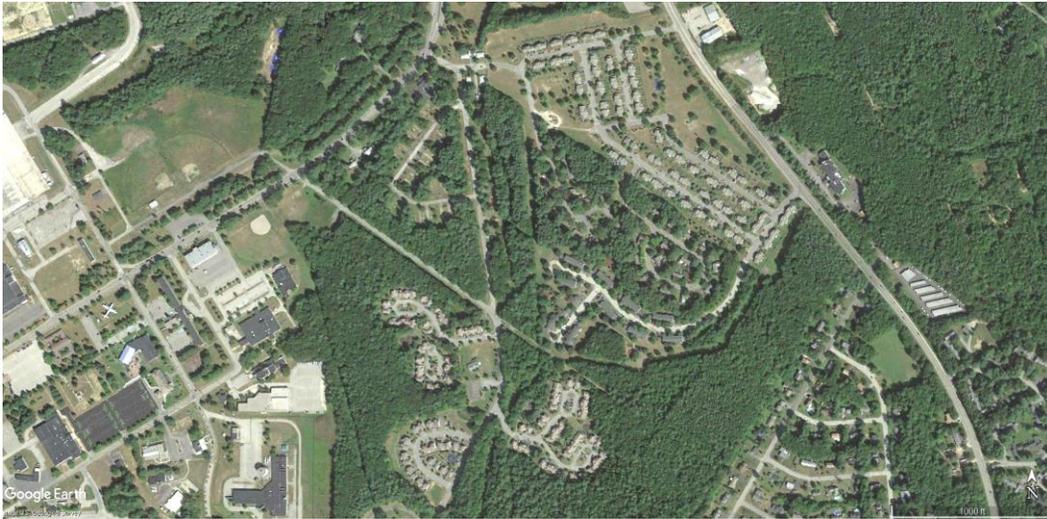
**Photograph 8: Woodland Village Housing**



**Photograph 9: Woodland Village Housing**



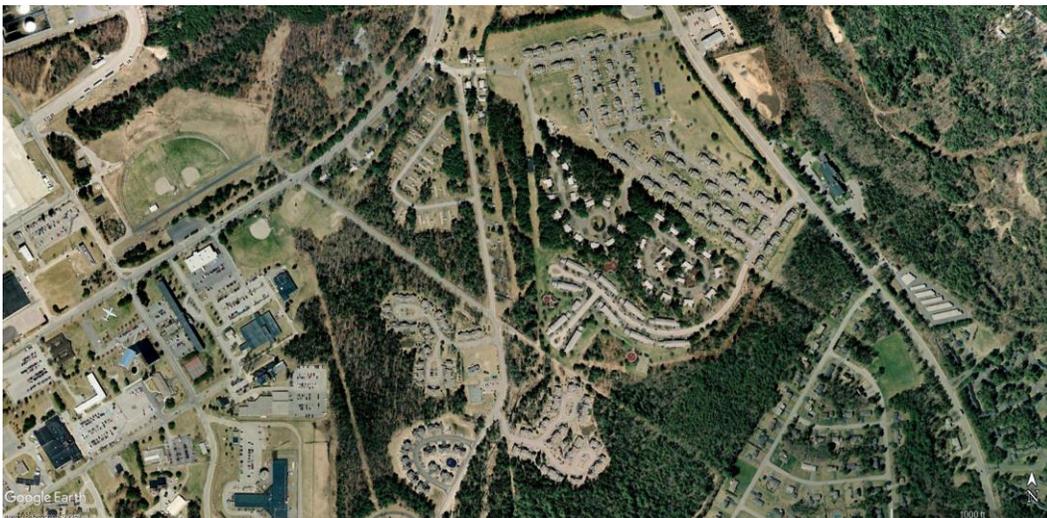
**Photograph 10: Brunswick Gardens Housing at south end of Intrepid Street**



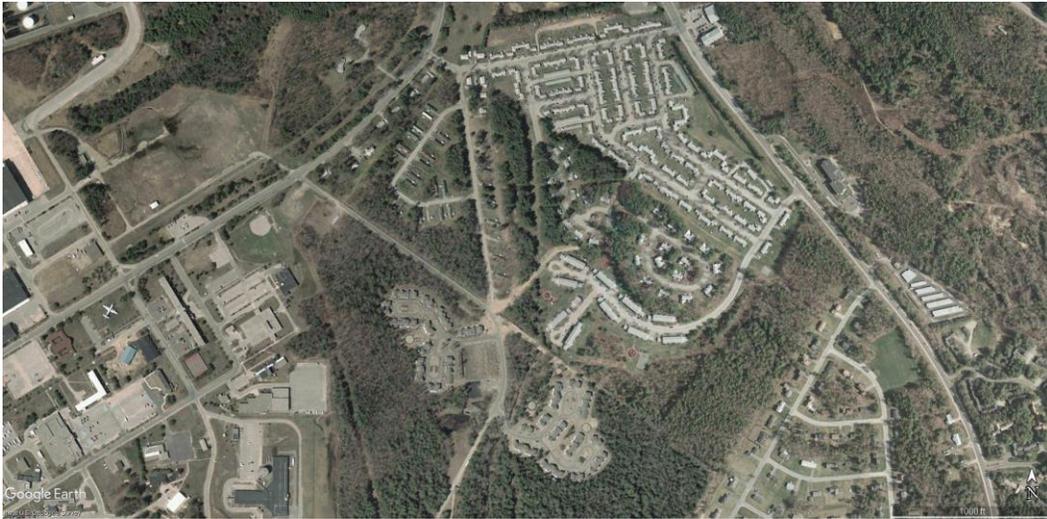
**September 5, 2015**



**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,

A handwritten signature in black ink, appearing to read "Karl Suchecki", written in a cursive style.

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](mailto: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.

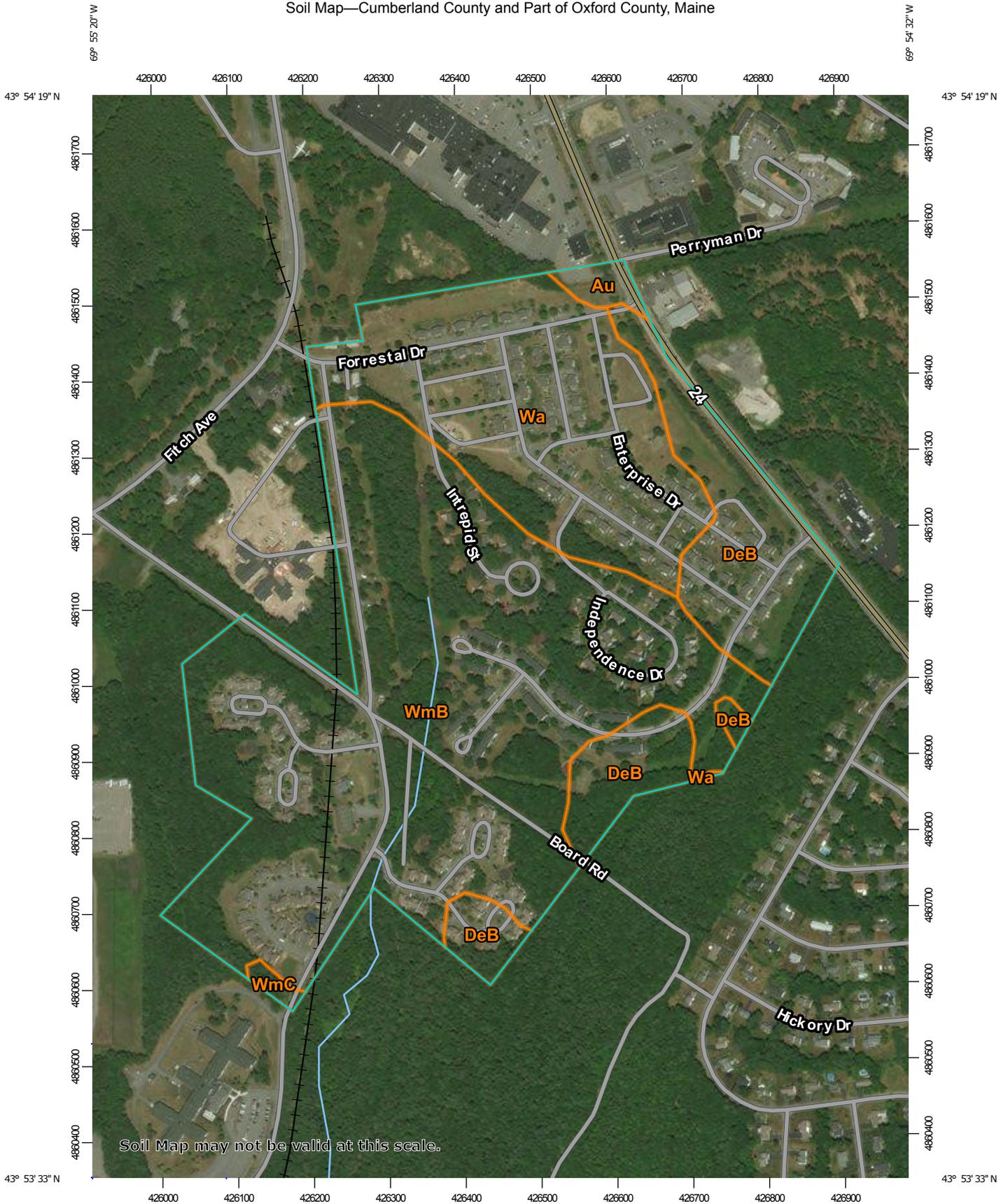
If you have any questions or need additional information, please do not hesitate to contact me.

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



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

## 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.

## 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%
<b>Totals for Area of Interest</b>		<b>125.6</b>	<b>100.0%</b>

## 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 MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES, PA. IS PROHIBITED, AND IS AT THE USER'S RISK.

**NOTES:**

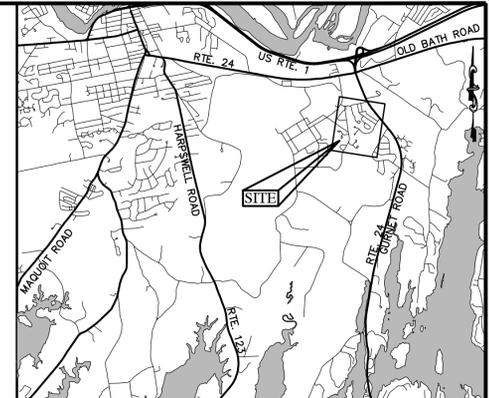
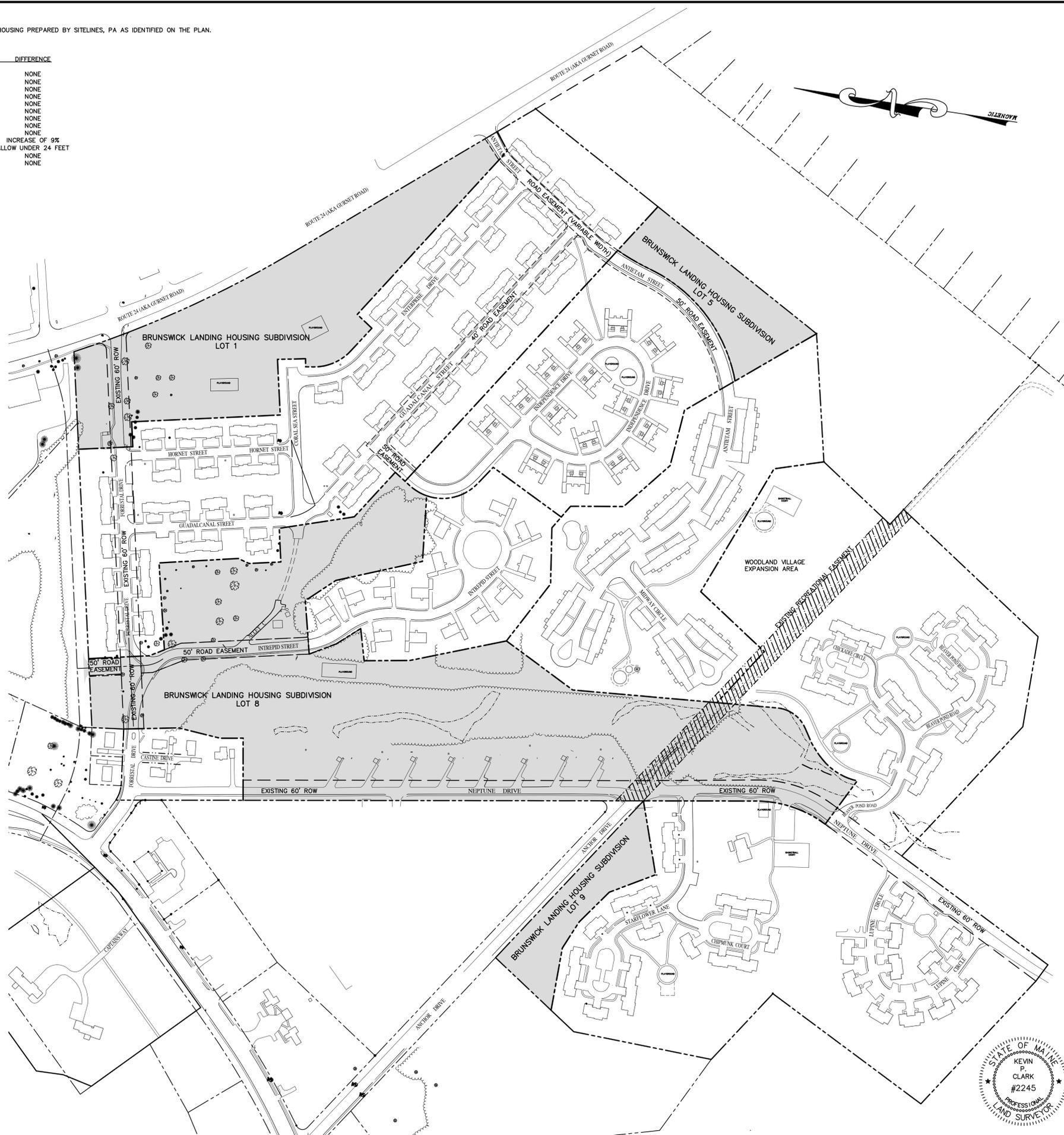
PARCELS INCLUDED IN CDP INCLUDE LOTS 1, 5, 8, & 9 OF SUBDIVISION PLAN, BRUNSWICK LANDING HOUSING PREPARED BY SITES LINES, PA AS IDENTIFIED ON THE PLAN.

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

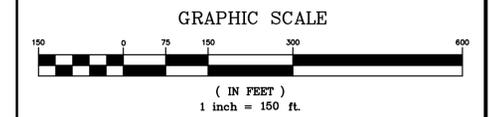
**CONDITIONS OF APPROVAL (DECEMBER 10, 2019):**

1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, ITS REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES TO THE APPROVED PLAN NOT CALLED FOR IN THESE CONDITIONS OF APPROVAL OR OTHERWISE APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AS A MINOR MODIFICATION SHALL REQUIRE A REVIEW AND APPROVAL IN ACCORDANCE WITH THE BRUNSWICK ZONING ORDINANCE.
2. 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:**  
 [Shaded Area] 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

- |             |  |     |
|-------------|--|-----|
| 5. 01-02-20 | ADDED CONDITIONS OF APPROVAL                                   | MCA |
| 4. 11-05-19 | SUBMITTED BUILDING HEIGHT CDP AMENDMENT                        | MCA |
| 3. 07-08-19 | ADDED CONDITIONS OF APPROVAL                                   | MCA |
| 2. 10-11-17 | REVISED PER TOWN STAFF COMMENTS SUBMITTED TO TOWN OF BRUNSWICK | CYN |
| 1. 06-16-17 | ADJUSTED RETAINED AREAS  | KPC |

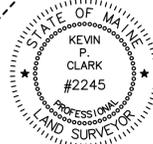
**TITLE: COMMON DEVELOPMENT PLAN  
BRUNSWICK LANDING HOUSING**

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

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

**SITES LINES**  
 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

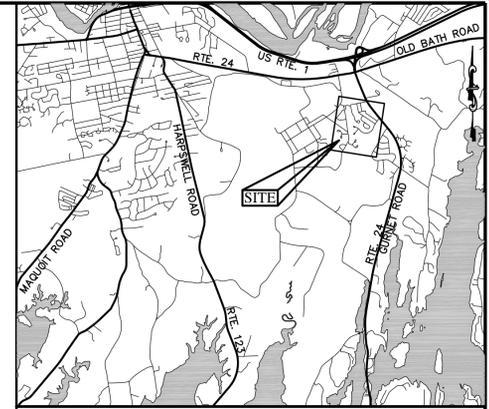
1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, HIS REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN THE PUBLIC RECORD. ANY CHANGES 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

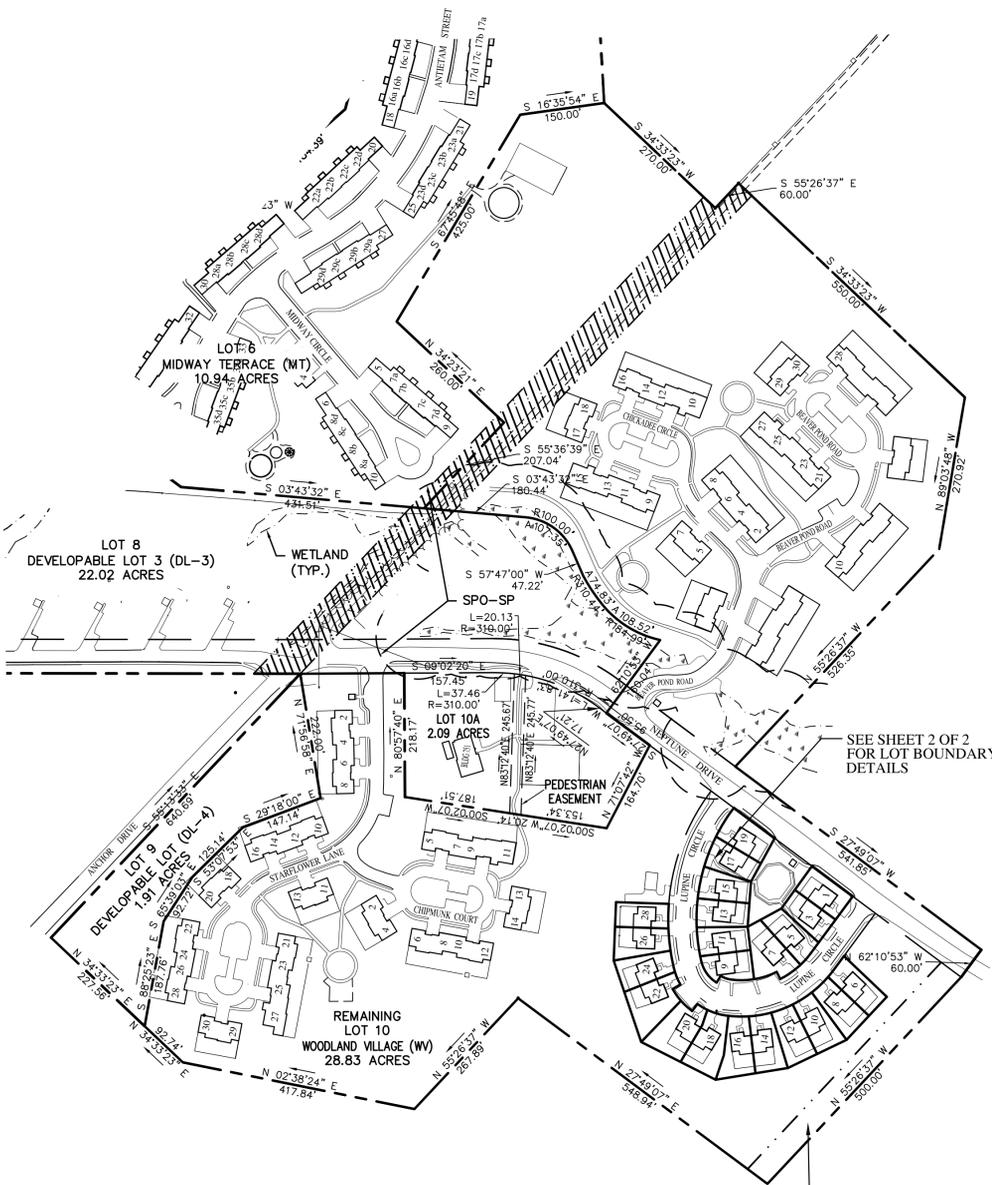
- MONUMENT FOUND
- IRON MARKER FOUND
- 5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
- BOUNDARY LINE OF SURVEYED PARCEL
- - - BOUNDARY LINE OF ABUTTERS (APPROX.)
- - - ROAD RIGHT OF WAY LINE (APPROX.)
- ..... COMPUTATIONAL TIE LINE
- STONE WALL (APPROX.)
- EDGE 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'

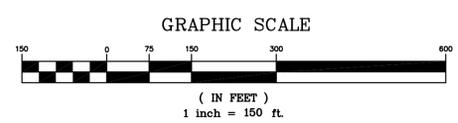
PLAN REFERENCE:  
 a) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.  
 b) "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented 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 Indented Area A
<b>Site Area</b>				<b>1,453,828</b>	<b>33.38</b>	<b>1,315,650</b>	<b>30.20</b>	<b>8</b>	<b>242</b>	<b>94</b>	<b>290575</b>	<b>20%</b>	

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.  
  
 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

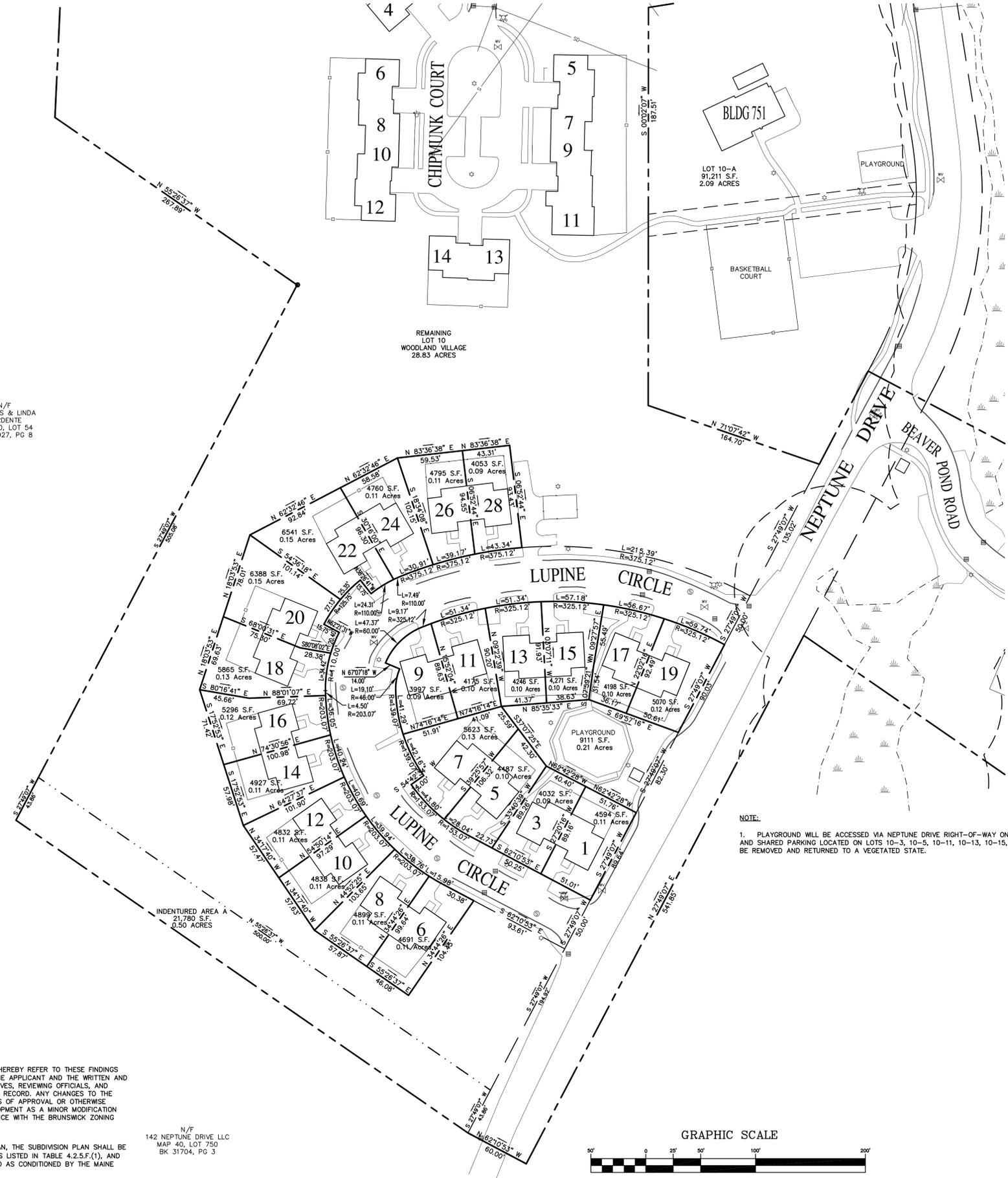
FIELD WK: CH/MC	SCALE: 1" = 150'	SHEET:
DRN BY: MCA	JOB #: 3230.03	1 OF 2
CH'D BY: CYN	MAP/LOT: 40/12 & 34	
DATE: 10-11-17	FILE: 3230.03 SUBDIV	

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

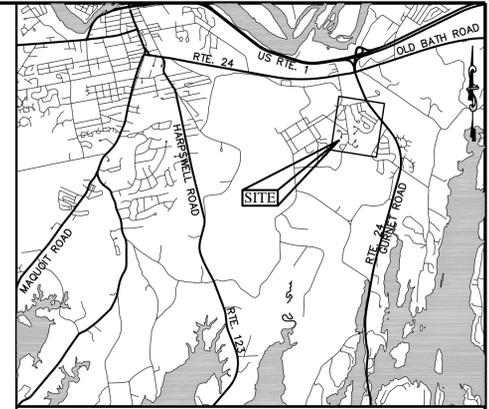


( IN FEET )  
 1 inch = 50 ft.

**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/NPS 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, WOOLWICH, 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	

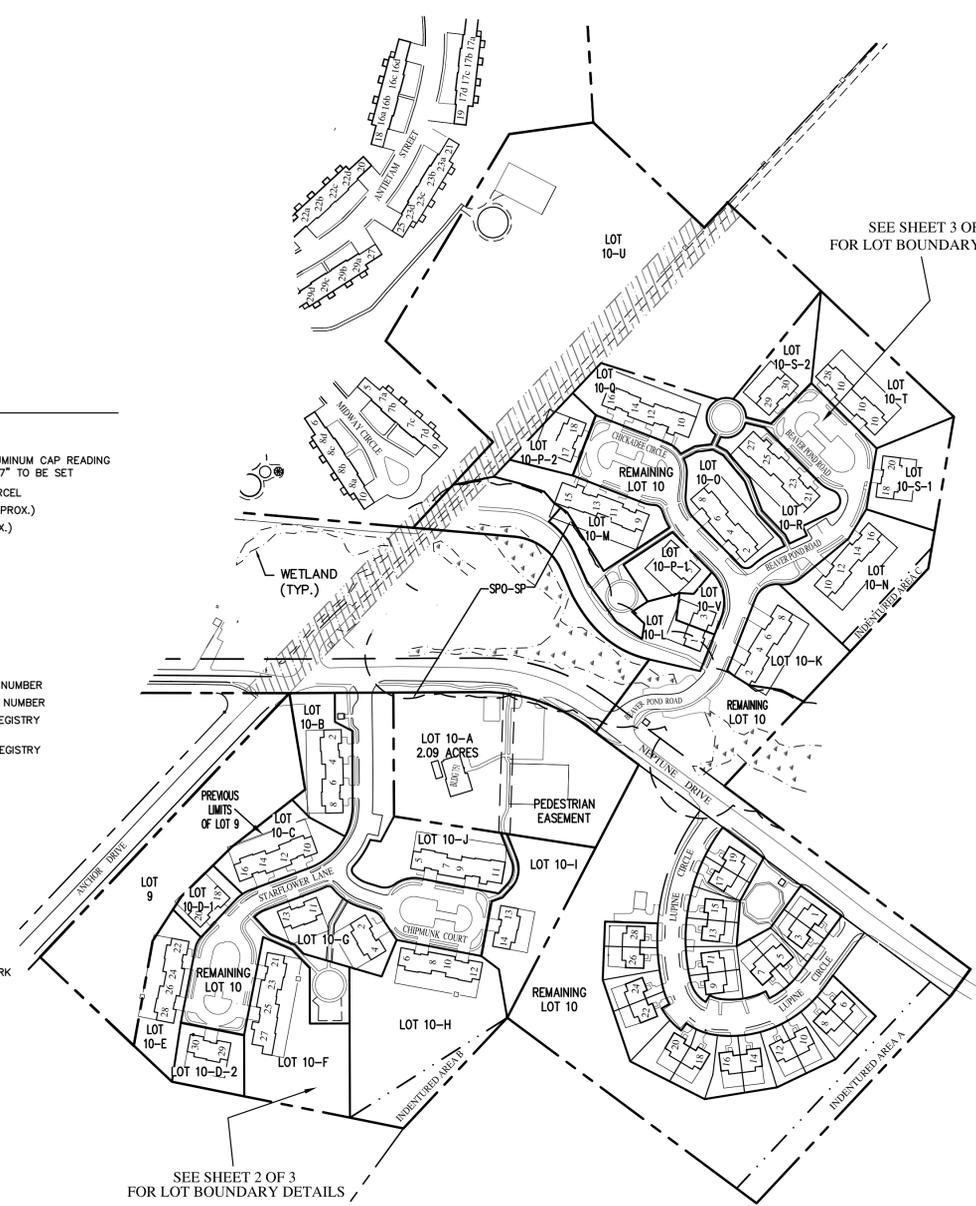
© 2017, THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITELINES PA. NO REVISIONS MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINES PA. IS PROHIBITED AND AT THE USER'S RISK. X:\LAND PROJECTS\2018\2018-07-20\18-115111-AM-ROB

**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

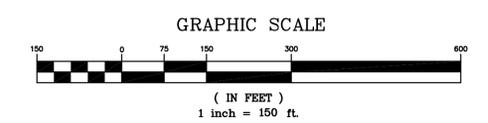
SEE SHEET 3 OF 3 FOR LOT BOUNDARY DETAILS

APPROVAL  
TOWN OF BRUNSWICK PLANNING BOARD

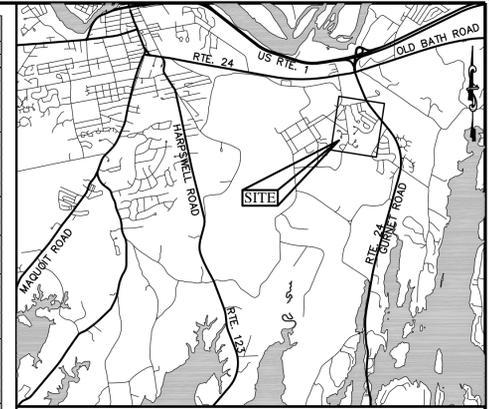
DATE APPROVED: September 25, 2018

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		Developable 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%	-	-	-	-	-	-
<b>Site Area</b>				<b>1,839,231</b>	<b>30.74</b>	<b>1,143,533</b>	<b>26.25</b>	<b>8</b>	<b>210</b>	<b>72</b>	<b>305985</b>	<b>23%</b>						



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 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

**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 VOID AND IS AT THE USER'S RISK.  
 2018: 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 VOID AND IS AT THE USER'S RISK.  
 2019: 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 VOID AND IS AT THE USER'S RISK.



**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
AC.	ACRES
±	MORE OR LESS
○-S	SEWER MANHOLE
○-L	LIGHT POLE
○-CB	CATCH BASIN
○-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:

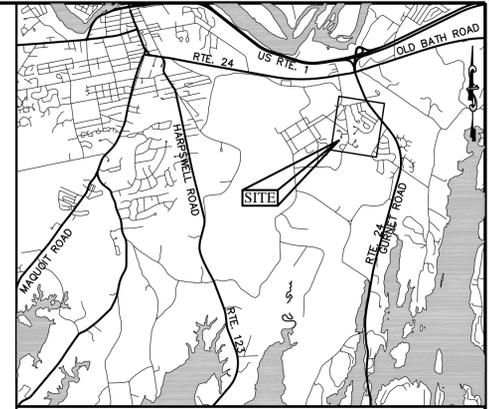
THE PREPARER HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.



DATE \_\_\_\_\_

KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE



LOCATION MAP  
SCALE: 1" = 500'

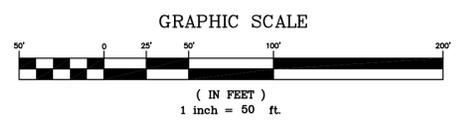
PLAN REFERENCE:

- a) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITES LINES 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 SITES LINES PA ON OCTOBER 11, 2017 RECORDED IN 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 SITES LINES 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 ON SHEET 1 OF 3
4. WETLANDS:  
 WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, WOOLWICH, ME.

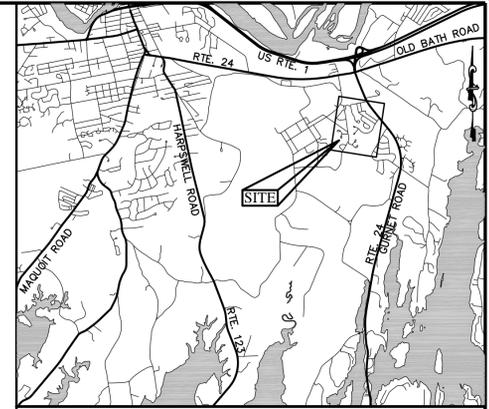
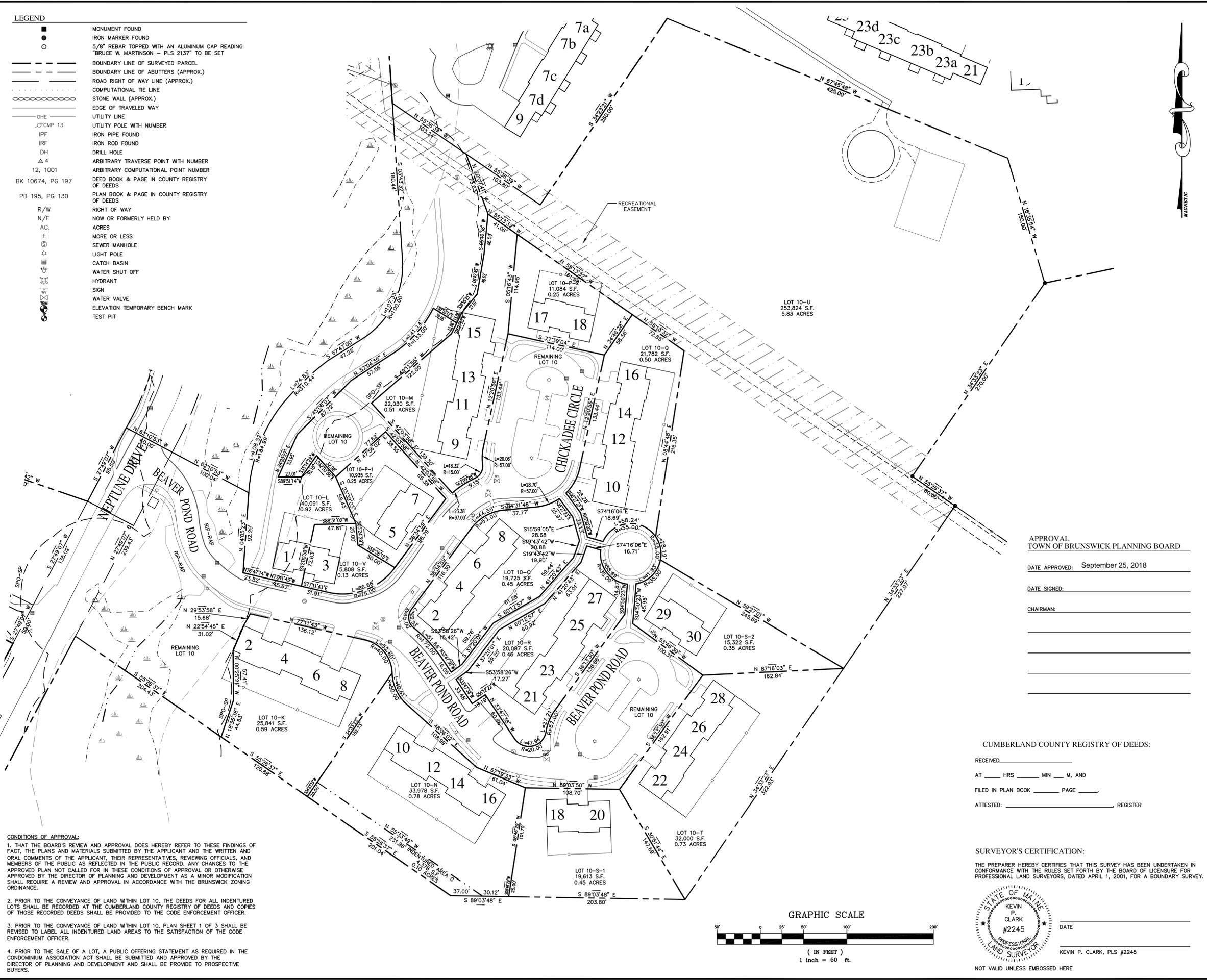
- CONDITIONS OF APPROVAL:**
1. THAT THE BOARD'S REVIEW AND APPROVAL DOES HEREBY REFER TO THESE FINDINGS OF FACT, THE PLANS AND MATERIALS SUBMITTED BY THE APPLICANT AND THE WRITTEN AND ORAL COMMENTS OF THE APPLICANT, THEIR REPRESENTATIVES, REVIEWING OFFICIALS, AND MEMBERS OF THE PUBLIC AS REFLECTED IN 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 SATISFACTION OF 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.



1. 09-18 UPDATED WETLAND AND SPO LOCATION RPL	
TITLE: <b>SUBDIVISION AMENDMENT 3 WOODLAND VILLAGE - LOTS 9 &amp; 10</b>	
PROJECT: <b>STARFLOWER LANE &amp; CHIPMUNK COURT BRUNSWICK LANDING, BRUNSWICK, MAINE</b>	
PREPARED FOR: <b>BRUNSWICK LANDING VENTURE (OWNER) 74 NEPTUNE DRIVE, BRUNSWICK ME 04011</b>	
<b>SITES LINES, PA</b> ENGINEERS • PLANNERS • SURVEYORS 8 CUMBERLAND STREET, BRUNSWICK, ME 04011 207.725.1200 www.siteslinespa.com	
FIELD WK: CH/MC	SCALE: 1" = 50'
DRN BY: MCA	JOB #: 3574
CH'D BY: KPC	MAP/LOT: 40/139 & 140
DATE: 08-21-18	FILE: 3574 SUB
SHEET: <b>2 OF 3</b>	

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

LEGEND	
■	MONUMENT FOUND
○	IRON MARKER FOUND
—	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
- - -	BOUNDARY LINE OF ABUTTERS (APPROX.)
- · - · -	ROAD RIGHT OF WAY LINE (APPROX.)
— · — · —	COMPUTATIONAL TIE LINE
○ ○ ○ ○ ○	STONE WALL (APPROX.)
—	EDGE OF TRAVELED WAY
—	UTILITY LINE
○	UTILITY POLE WITH NUMBER
—	IRON PIPE FOUND
—	IRON ROD FOUND
○	DRILL HOLE
△	ARBITRARY TRAVERSE POINT WITH NUMBER
12, 1001	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
⊕	CATCH BASIN
⊖	WATER SHUT OFF
⊗	HYDRANT
⊘	SIGN
⊙	WATER VALVE
⊙	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
  - 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

- GENERAL NOTES:
- AREA OF EXISTING LOTS = 30.74 ACRES
  - 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.
  - TAX MAP REFERENCE: SEE TABLE ON SHEET 1 OF 3
  - 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:
- 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.
  - 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.
  - 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.
  - 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.

CUMBERLAND COUNTY REGISTRY OF DEEDS:

RECEIVED \_\_\_\_\_

AT \_\_\_\_\_ HRS \_\_\_\_\_ MIN \_\_\_\_\_ M, AND

FILED IN PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

ATTESTED: \_\_\_\_\_, REGISTER

SURVEYOR'S CERTIFICATION:

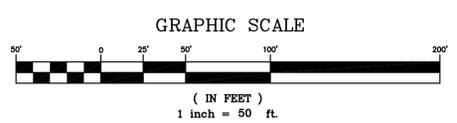
THE PREPARER HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.



DATE \_\_\_\_\_

KEVIN P. CLARK, PLS #2245

NOT VALID UNLESS EMBOSSED HERE



1. 09-18 UPDATED WETLAND AND SPO LOCATION RPL		
TITLE: <b>SUBDIVISION AMENDMENT 3 WOODLAND VILLAGE - LOTS 9 &amp; 10</b>		
PROJECT: <b>CHICKADEE CIRCLE &amp; BEAVER POND ROAD BRUNSWICK LANDING, BRUNSWICK, MAINE</b>		
PREPARED FOR: <b>BRUNSWICK LANDING VENTURE (OWNER) 74 NEPTUNE DRIVE, BRUNSWICK ME 04011</b>		
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 31<sup>st</sup> 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:

*Campbell*

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,

*Campbell*  
Notary Public ~~Attorney at Law~~  
Print Name: Campbell, 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 6<sup>th</sup> 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.

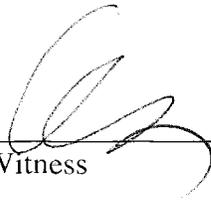
2. Article 9, Section 9.3(c) is deleted in its entirety.

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 6<sup>th</sup> 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 6<sup>th</sup> 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

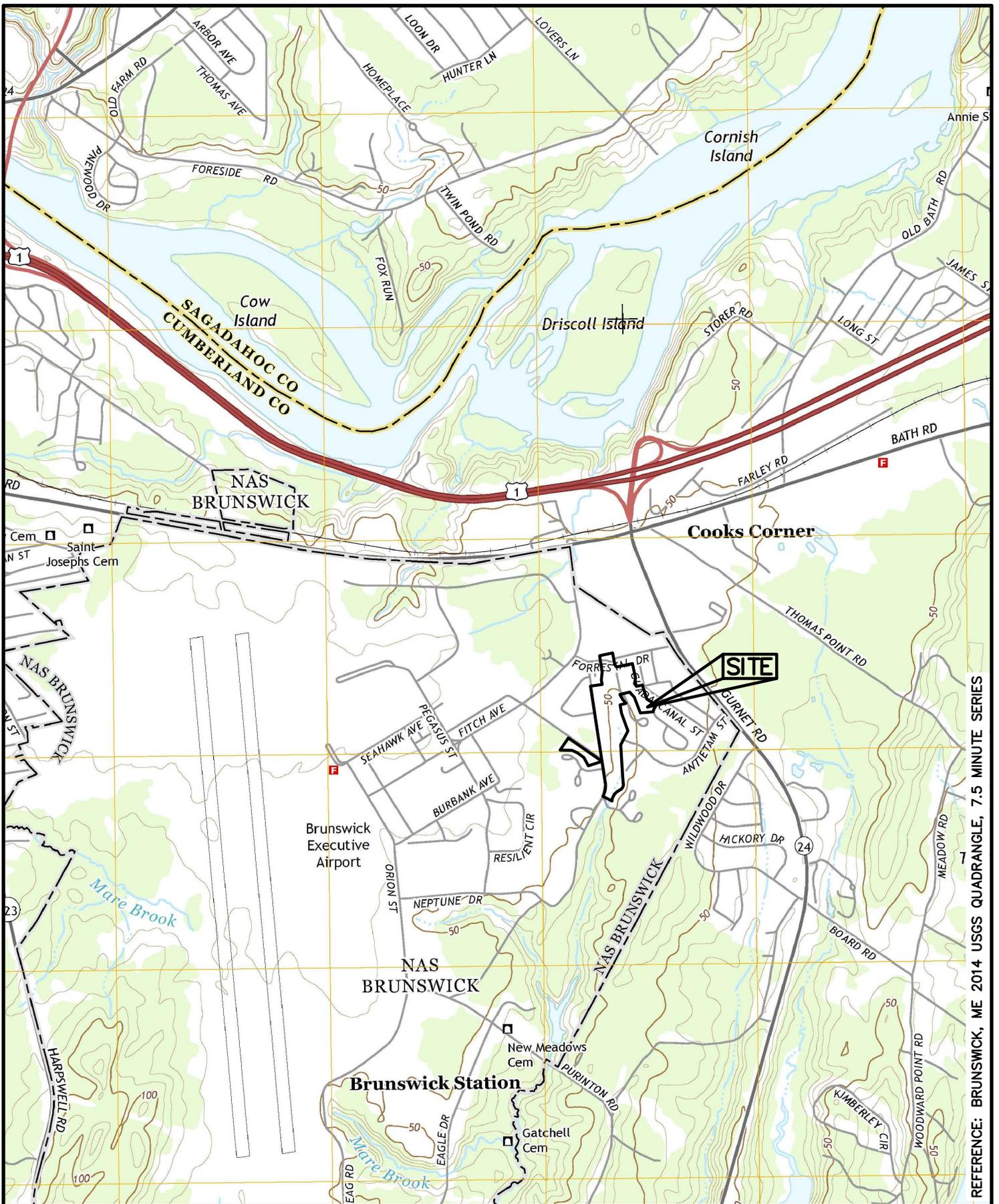
\_\_\_\_\_  
Print name

## **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)

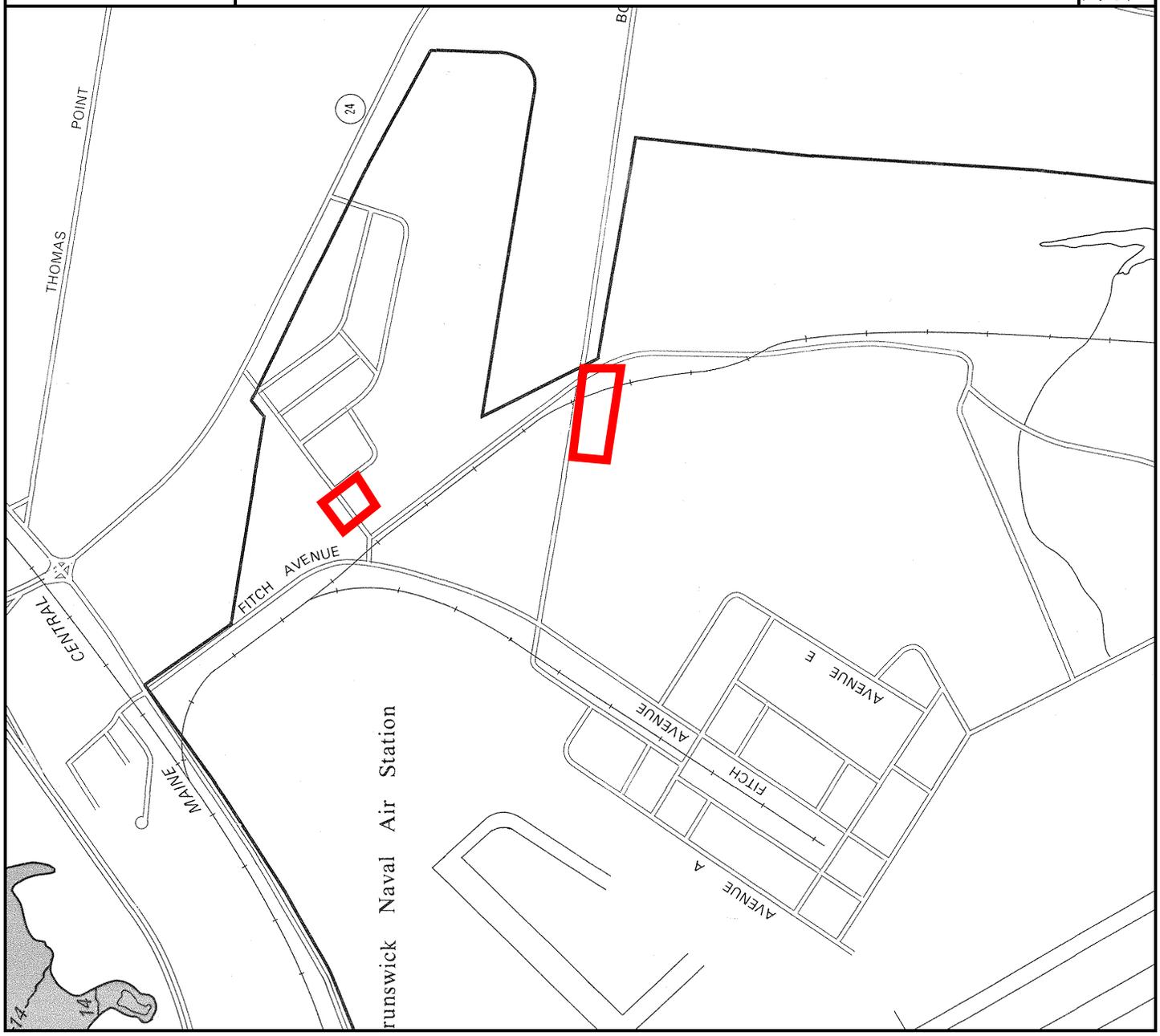
COMMUNITY-PANEL NUMBER  
230042 0015 B

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](http://www.msc.fema.gov)



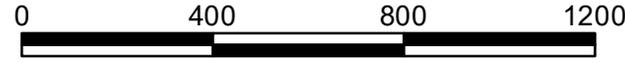


# Zoning Map

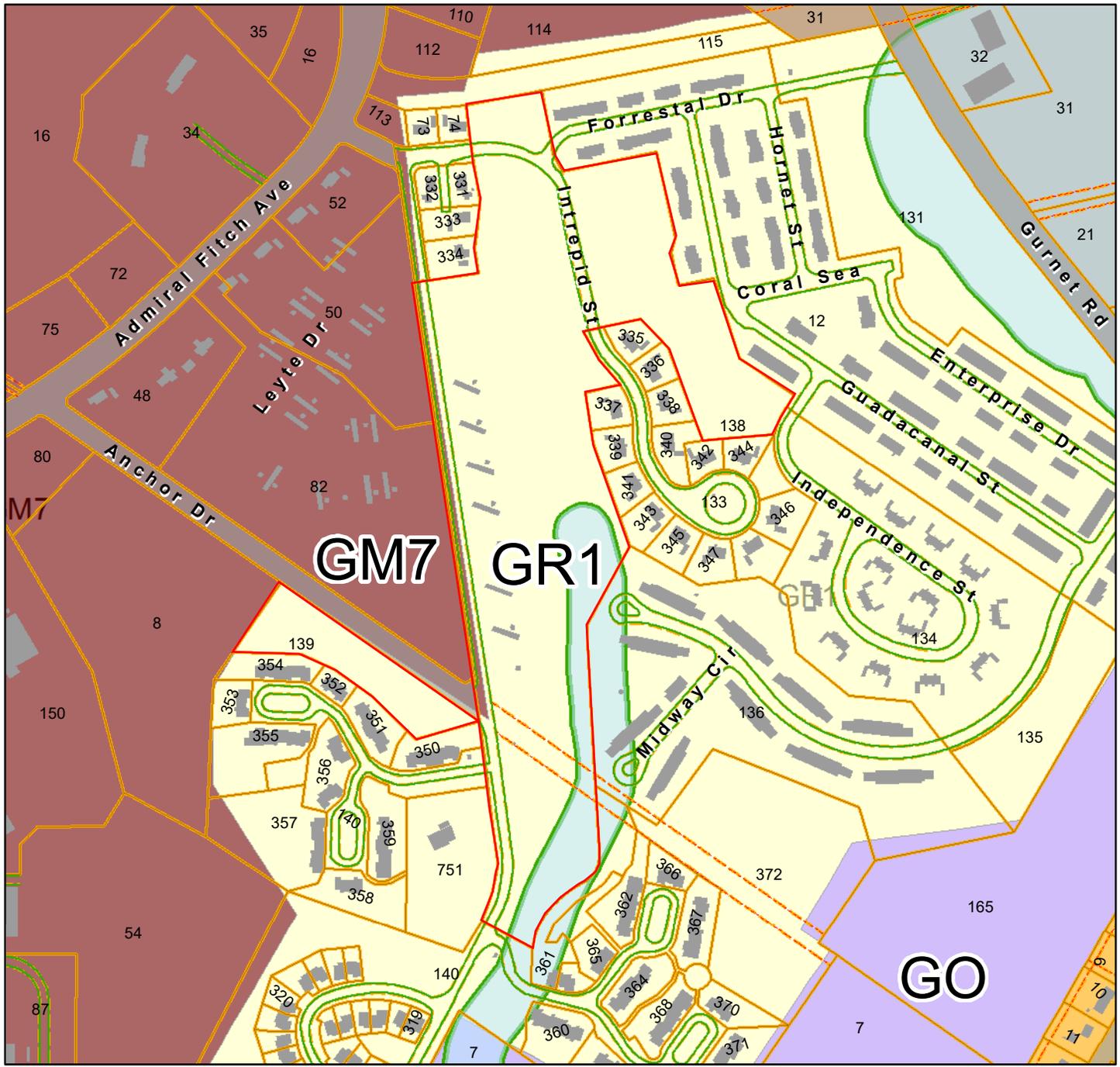
Brunswick Landing Condominiums, Brunswick, ME



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

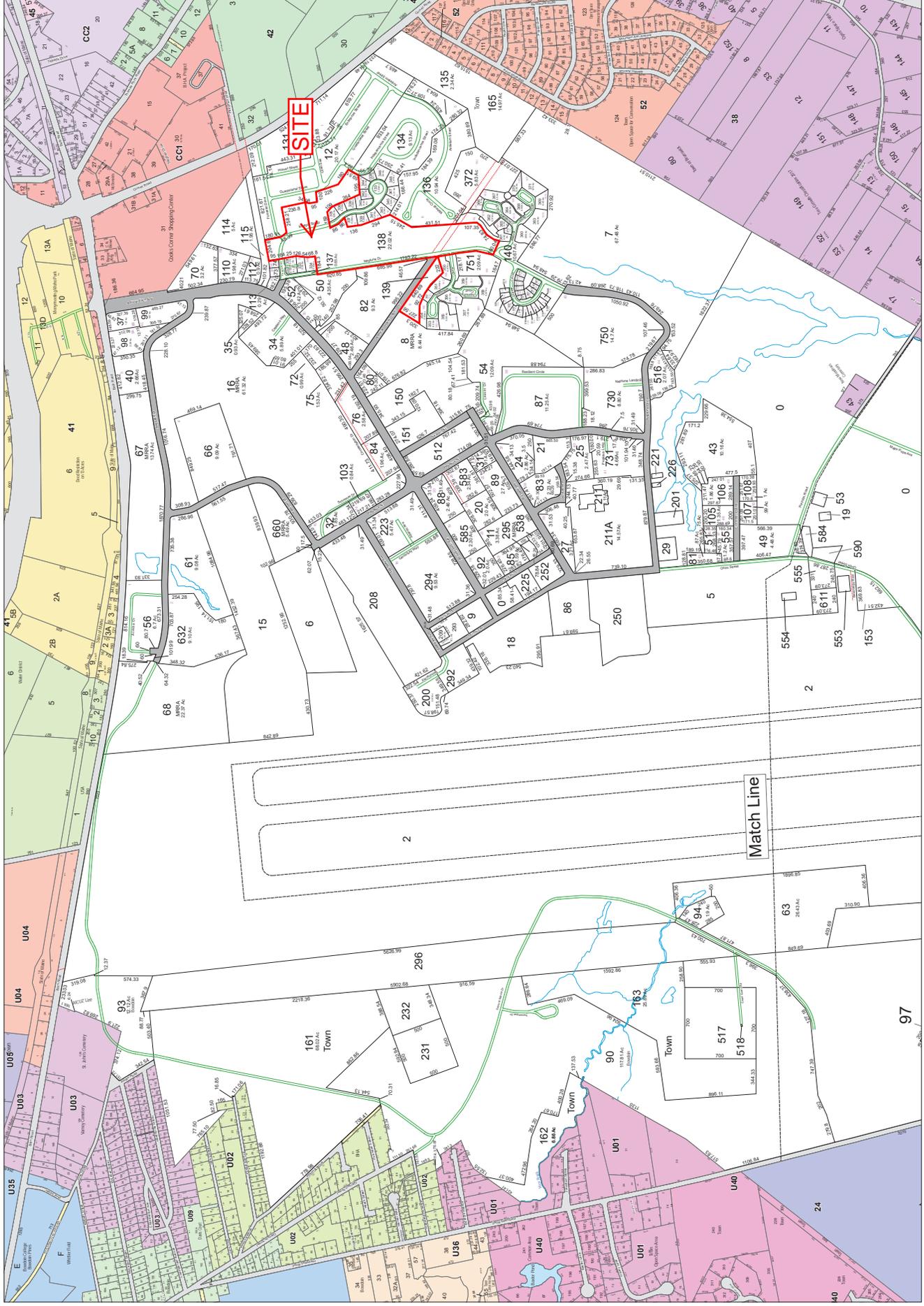
Revised To: April 1, 2019

Maps Prepared by:  
Town of Brunswick

Revised and Reprinted By:



**MAP**  
**40-1**



# Brunswick Quadrangle, Maine

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

Digital cartography by:  
**Michael E. Foley**

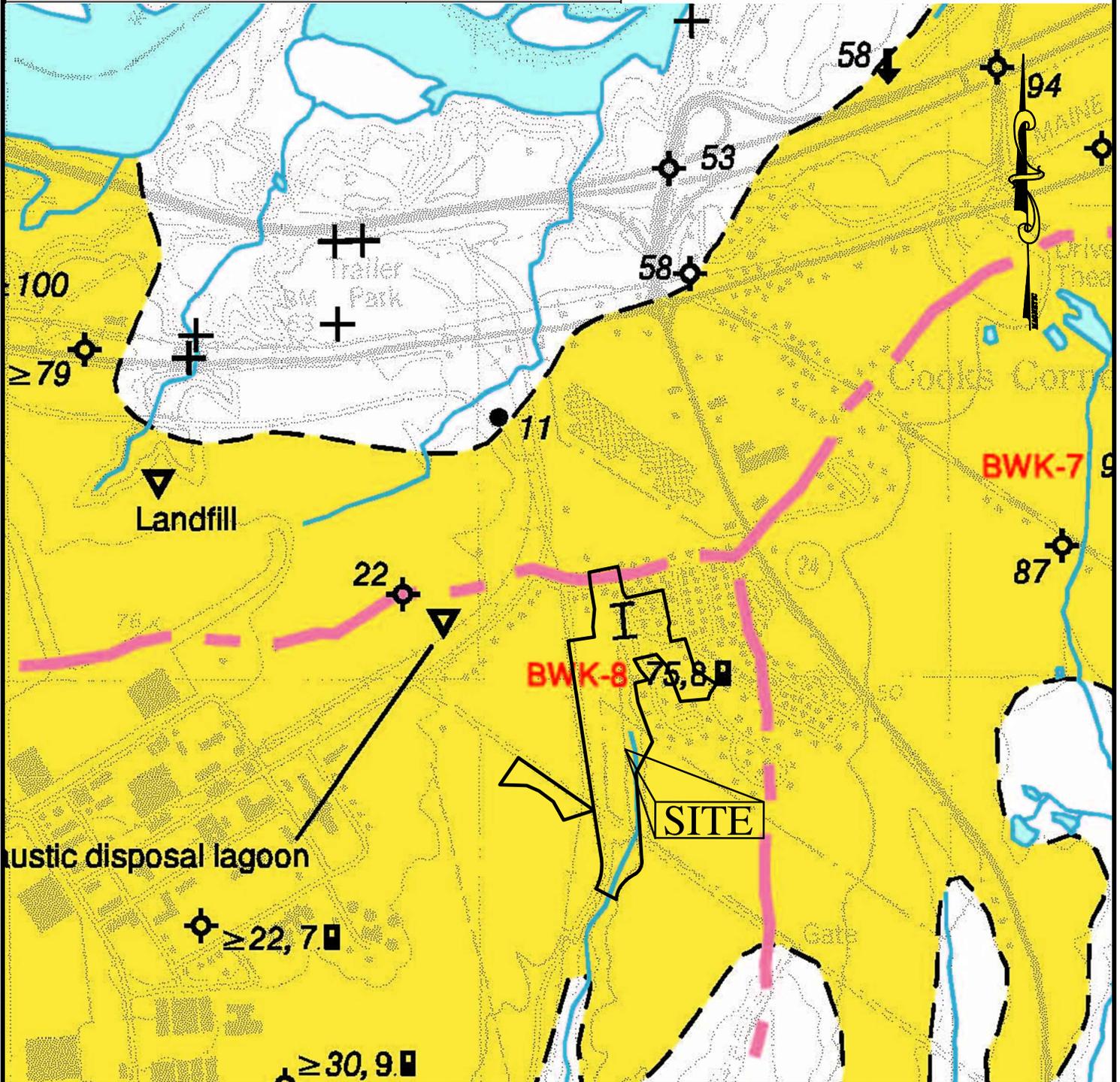
**Robert G. Marvinney**  
State Geologist

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**

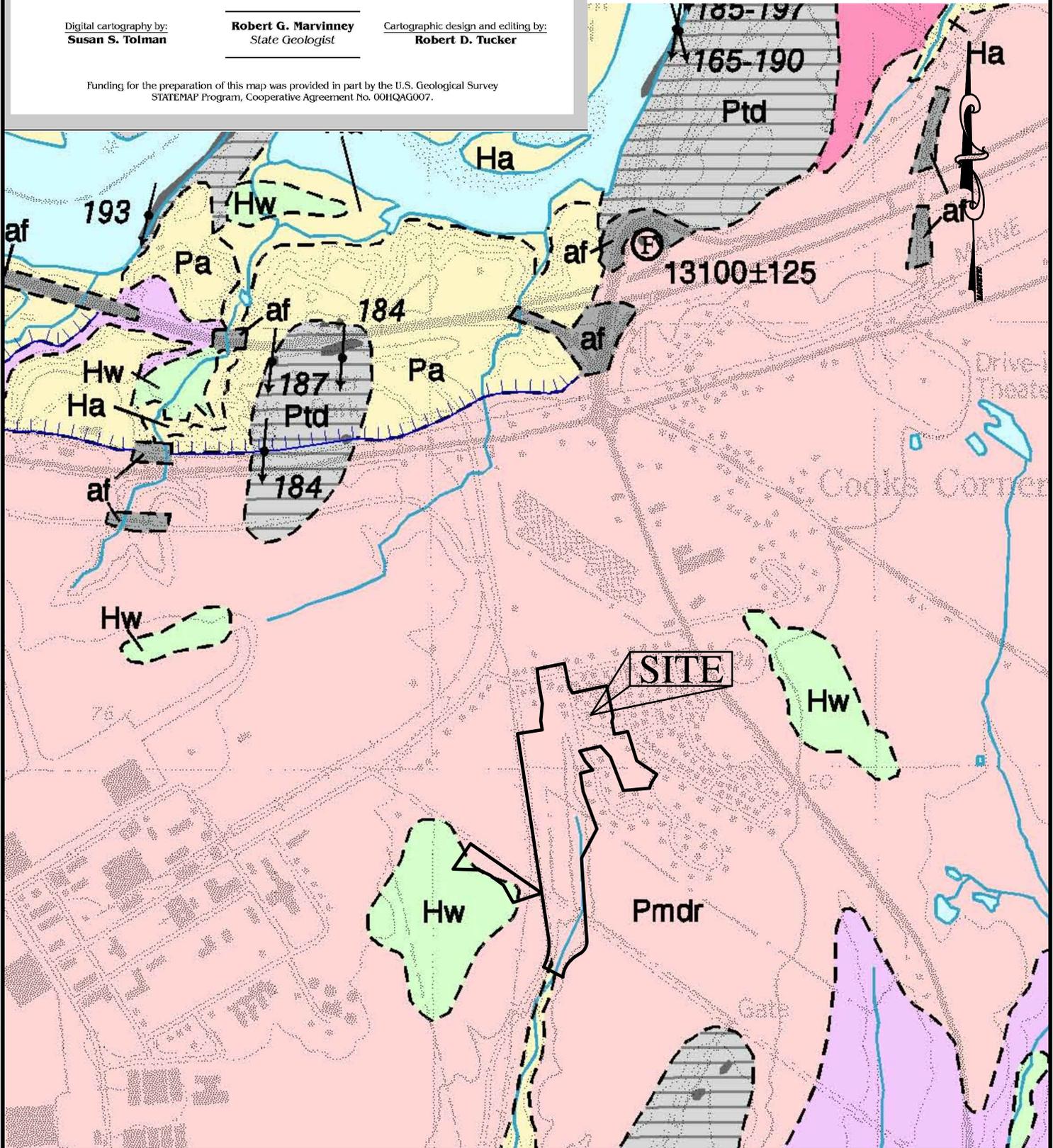
**Robert G. Marvinney**  
State Geologist

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](mailto: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

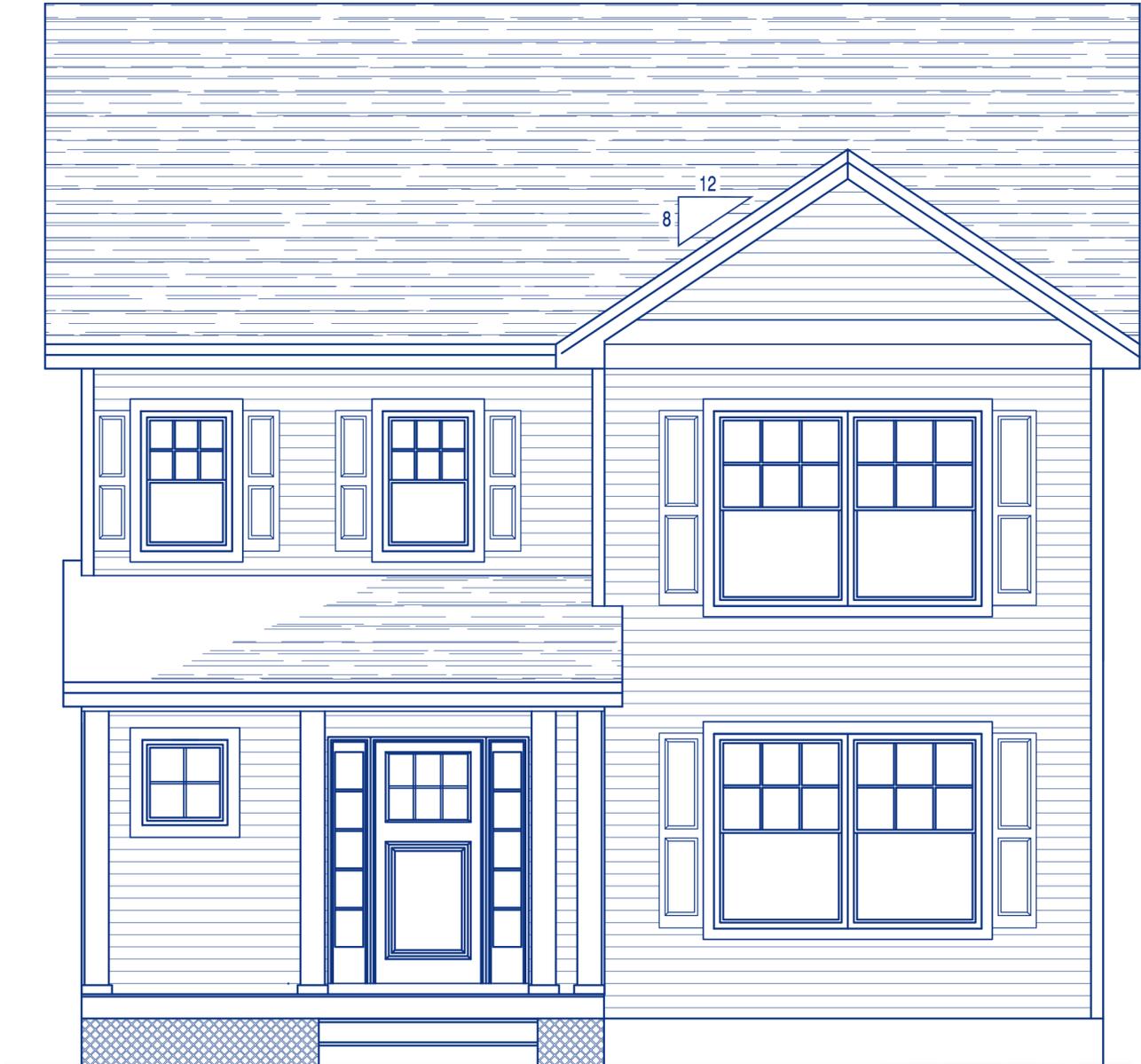
**Attachment H**  
**Architecture**

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

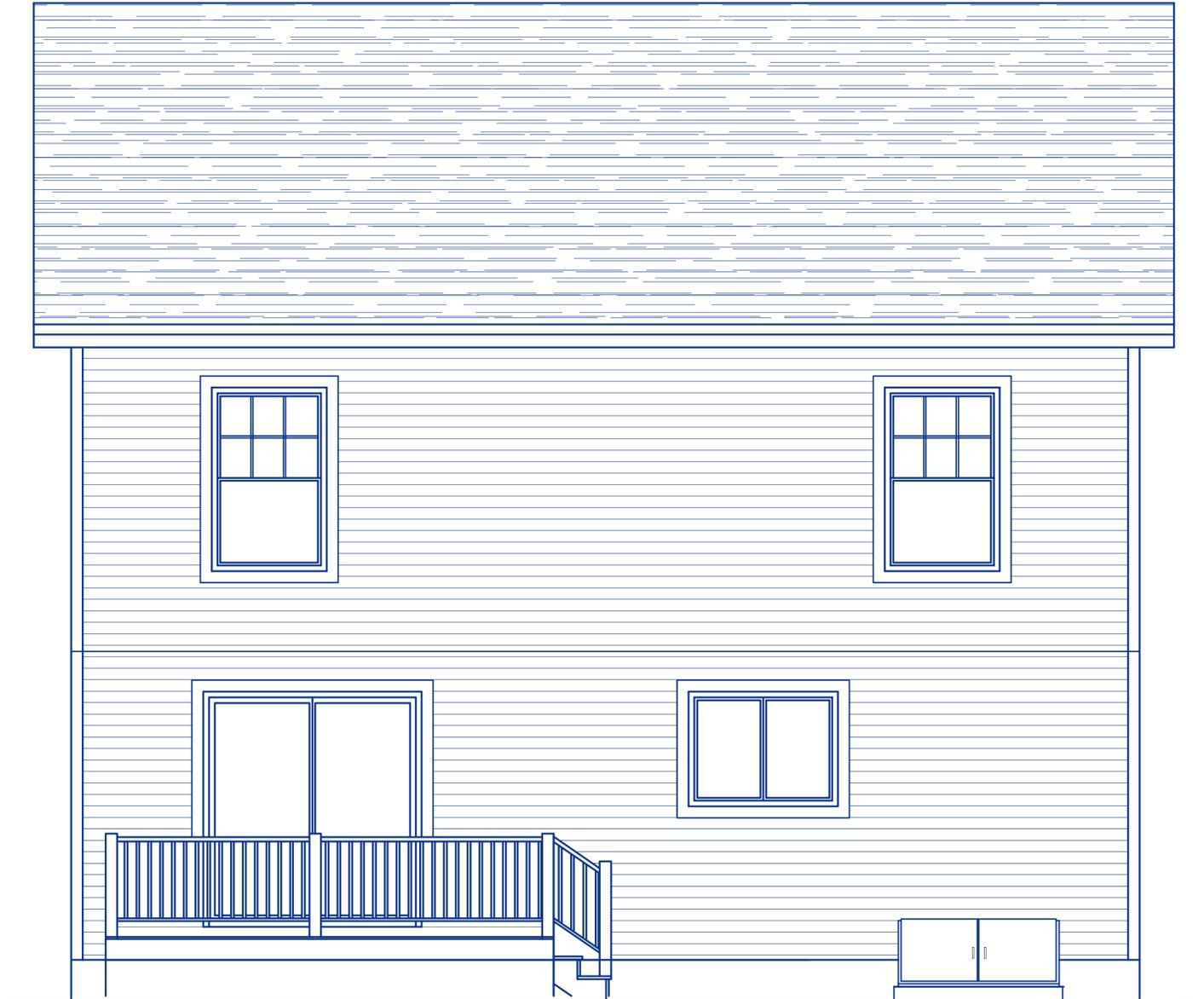


Architecture

**The Linwood (1,372 sq ft) – Front**



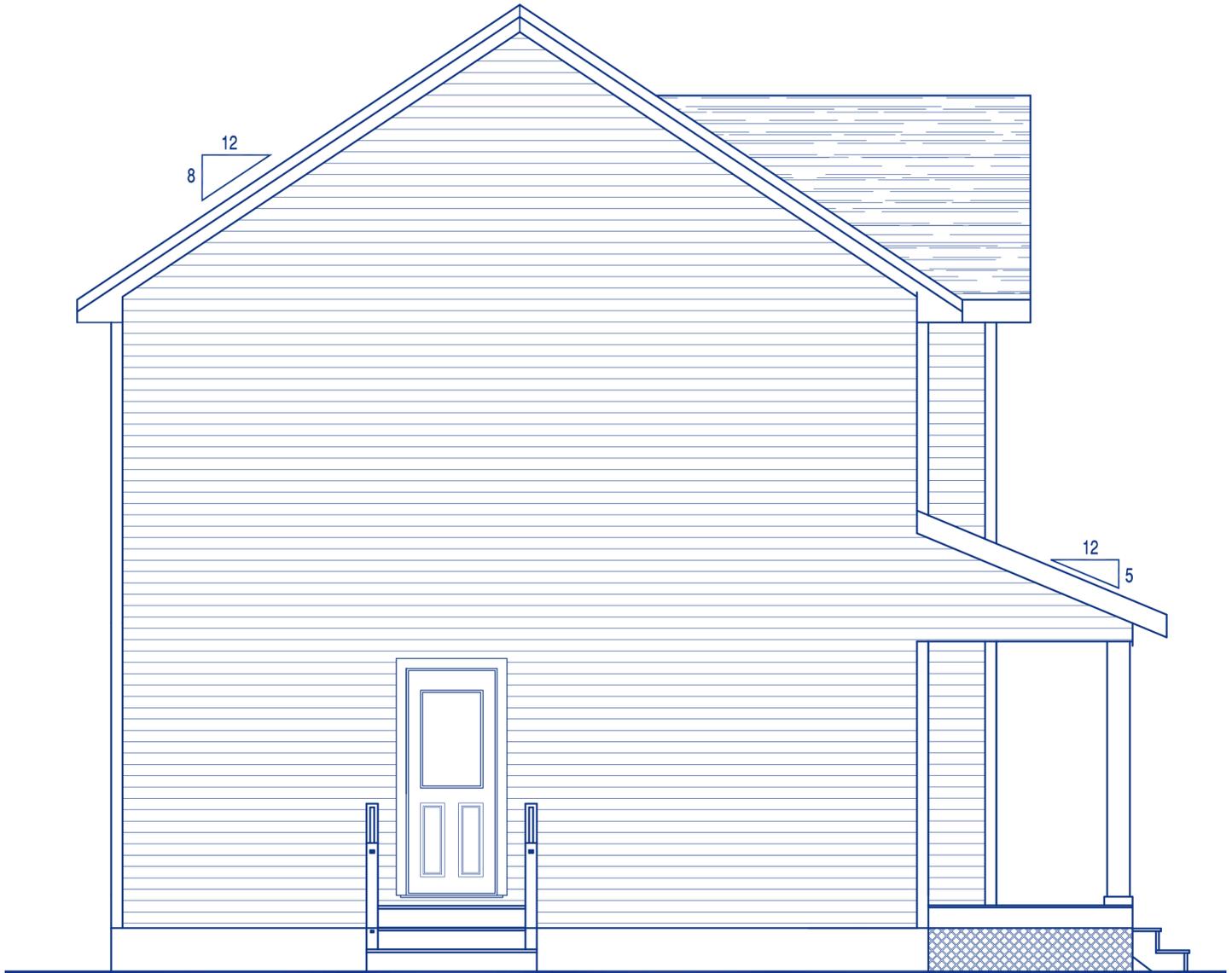
**The Linwood – Rear**



**The Linwood – Left**

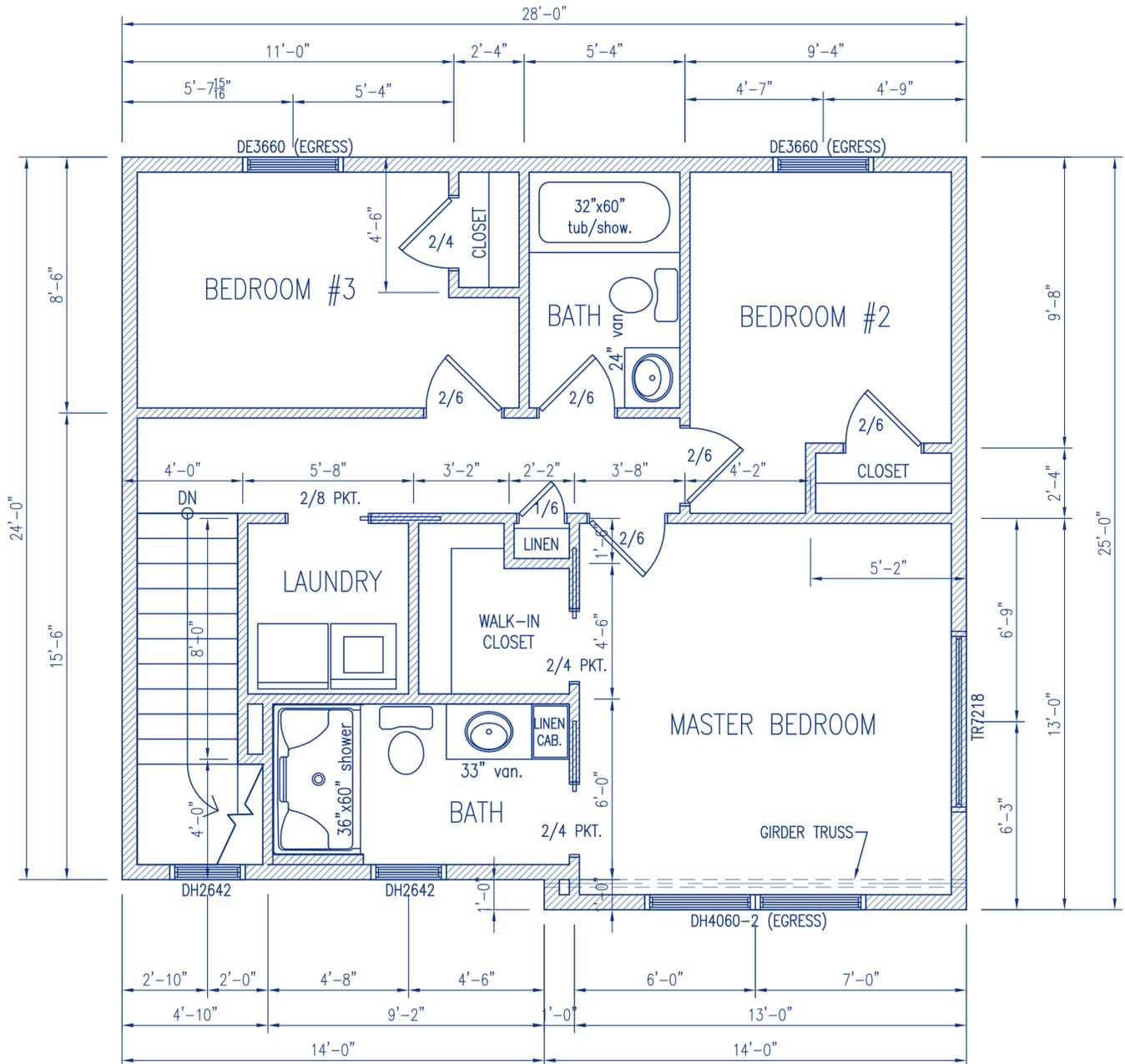


**The Linwood – Right**





The Linwood – Second Floor Plan





**The Ari (1644 Sq ft) - Front**



**The Ari – Rear**



**The Ari – Left**

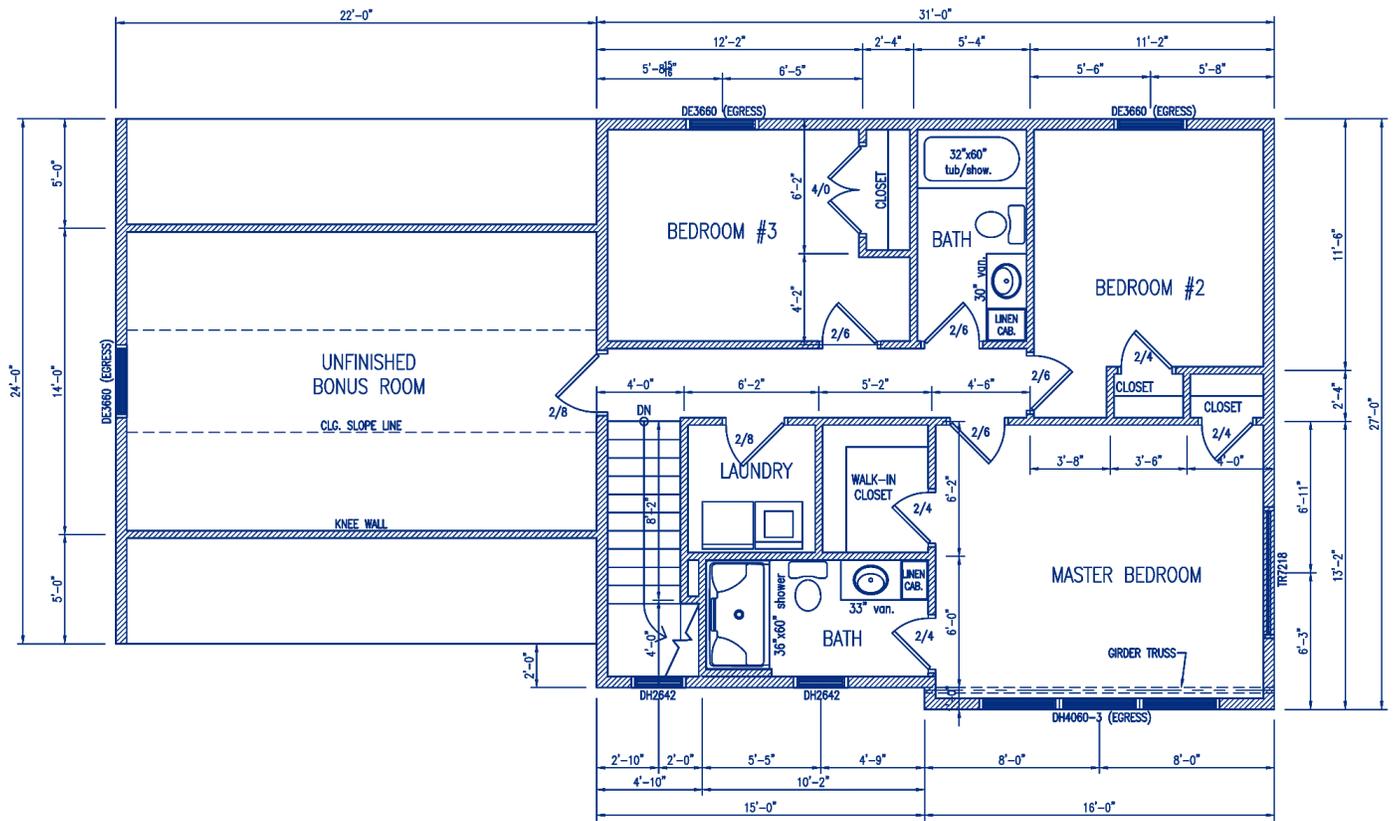


**The Ari – Right**

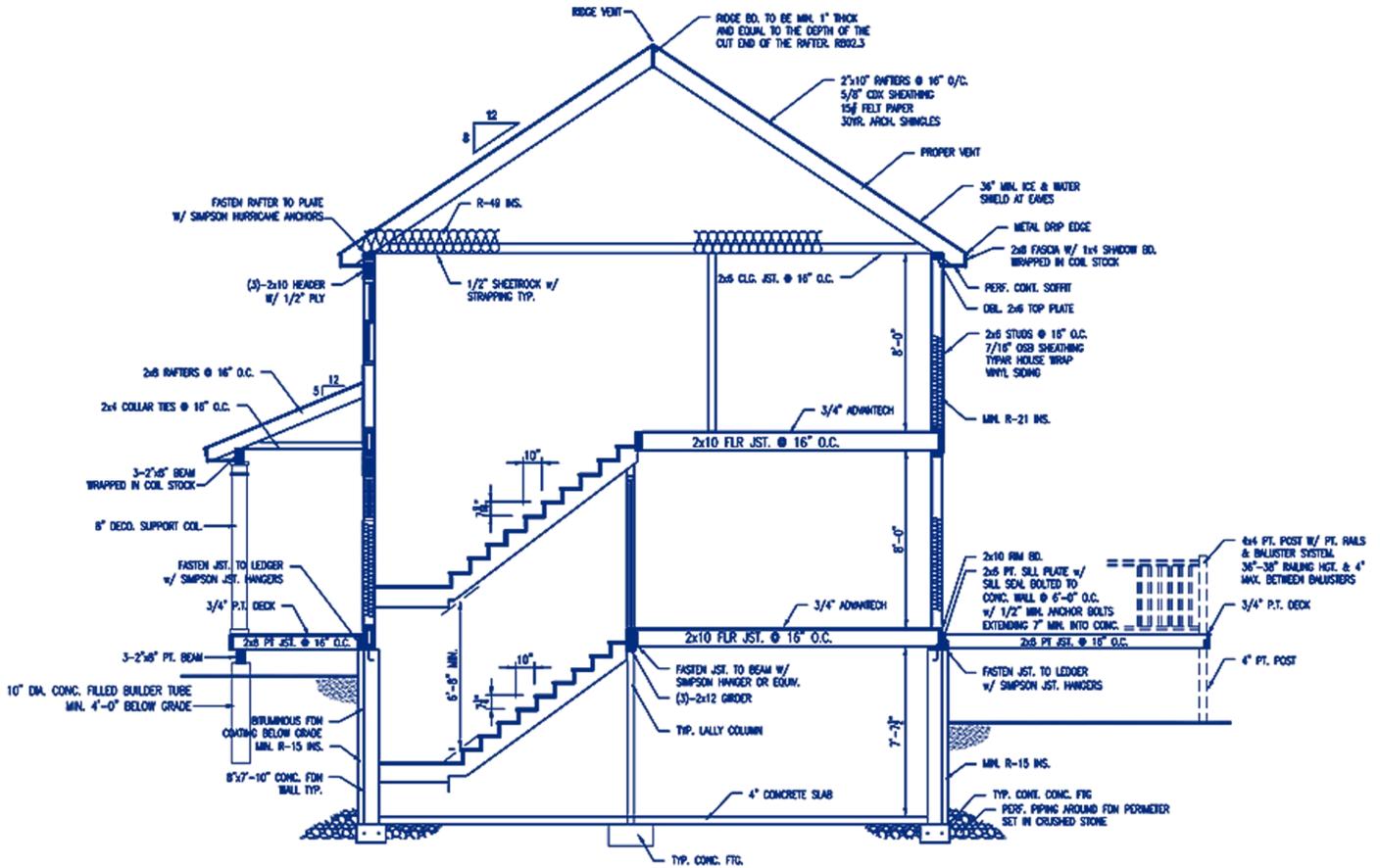




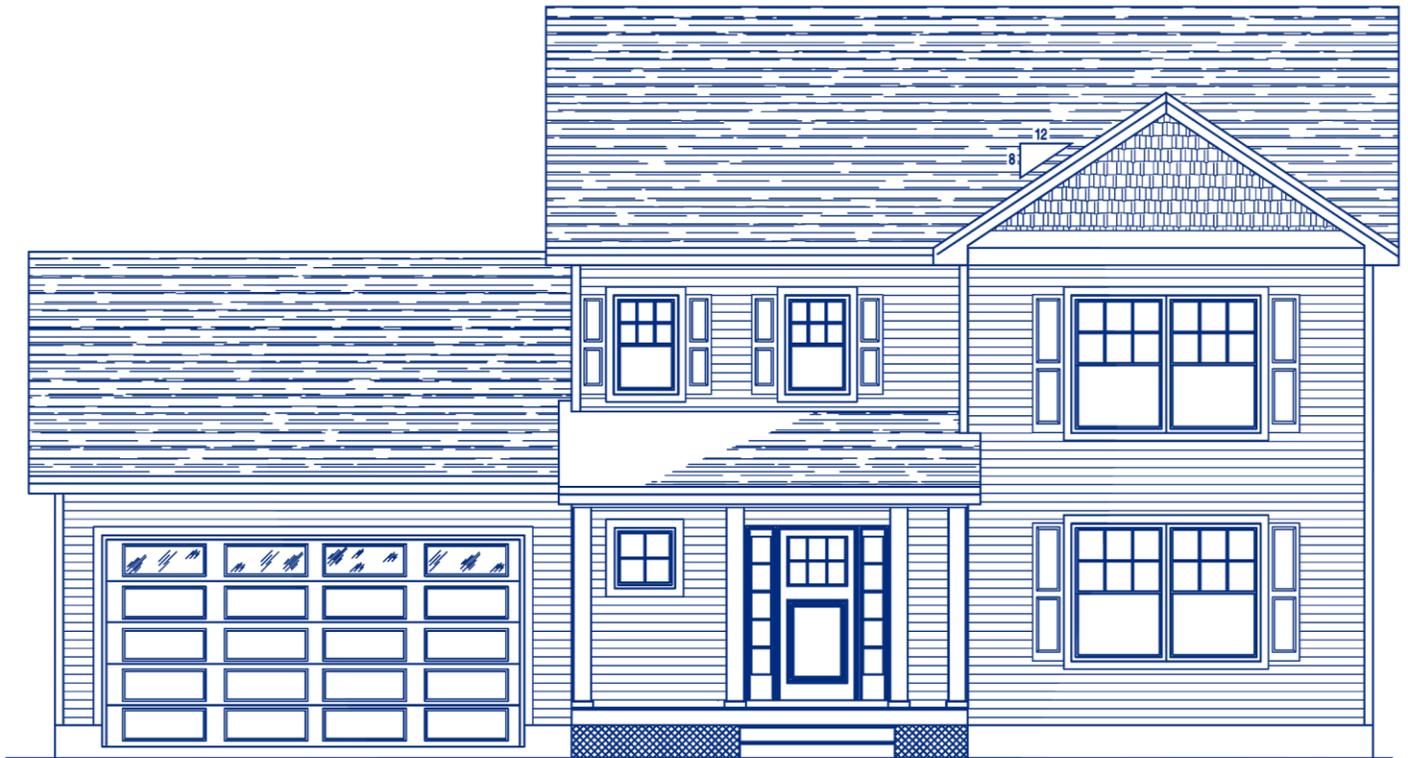
The Ari – Second Floor Plan



The Ari – Cross-Section



**Holly (1422 Sq ft) – Front**



**Holly – Rear**



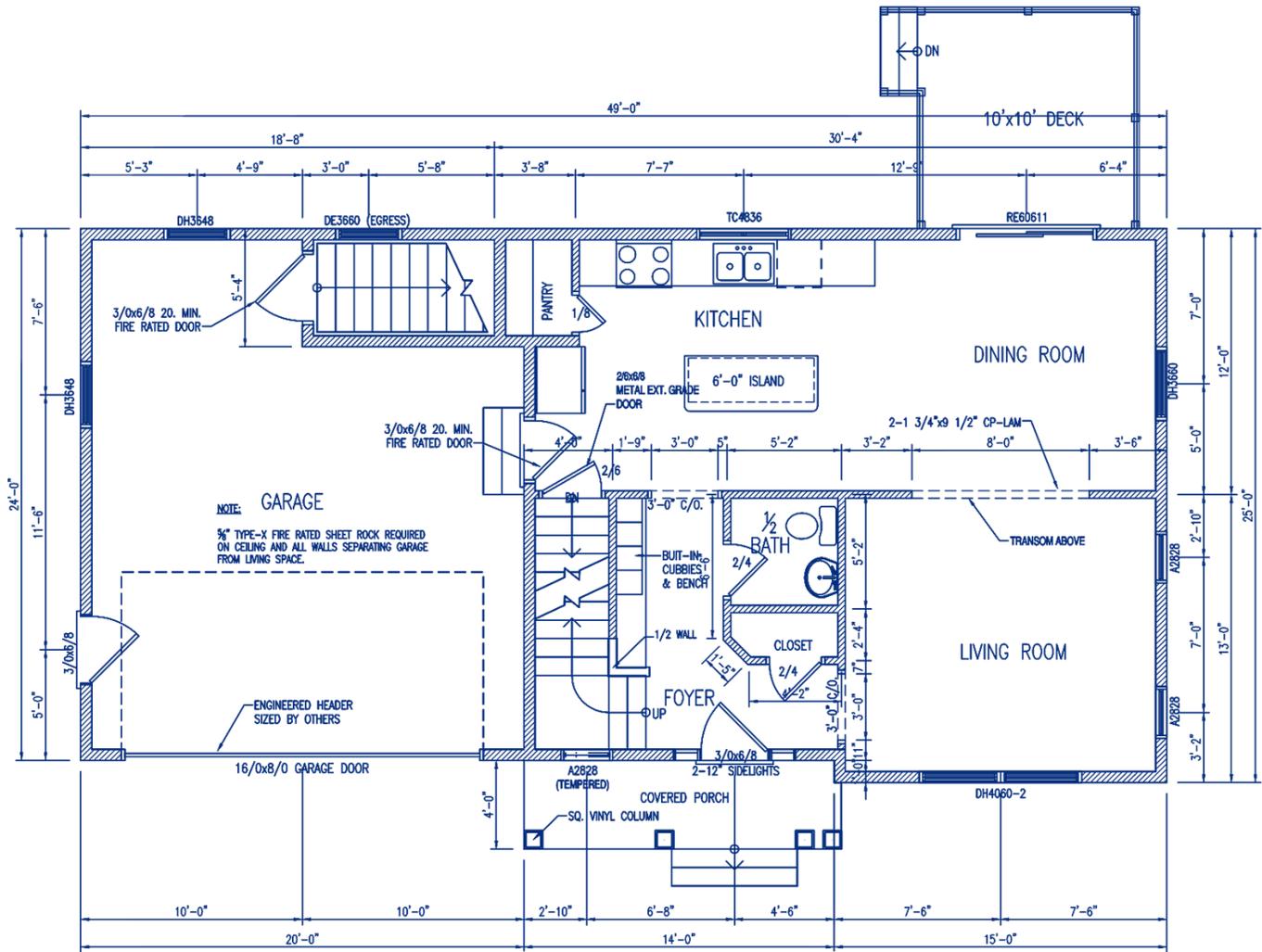
**Holly – Left**



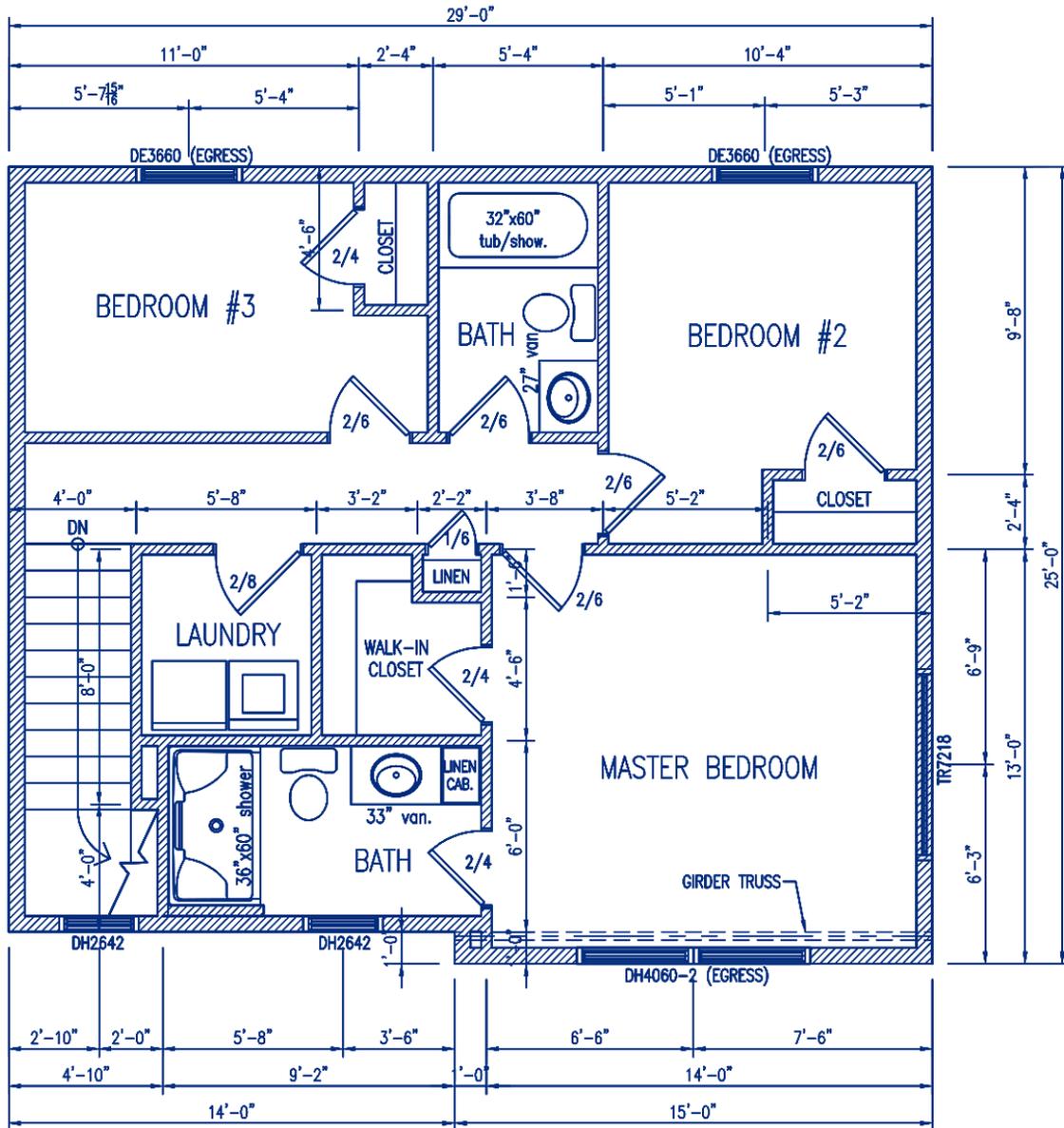
Holly – Right



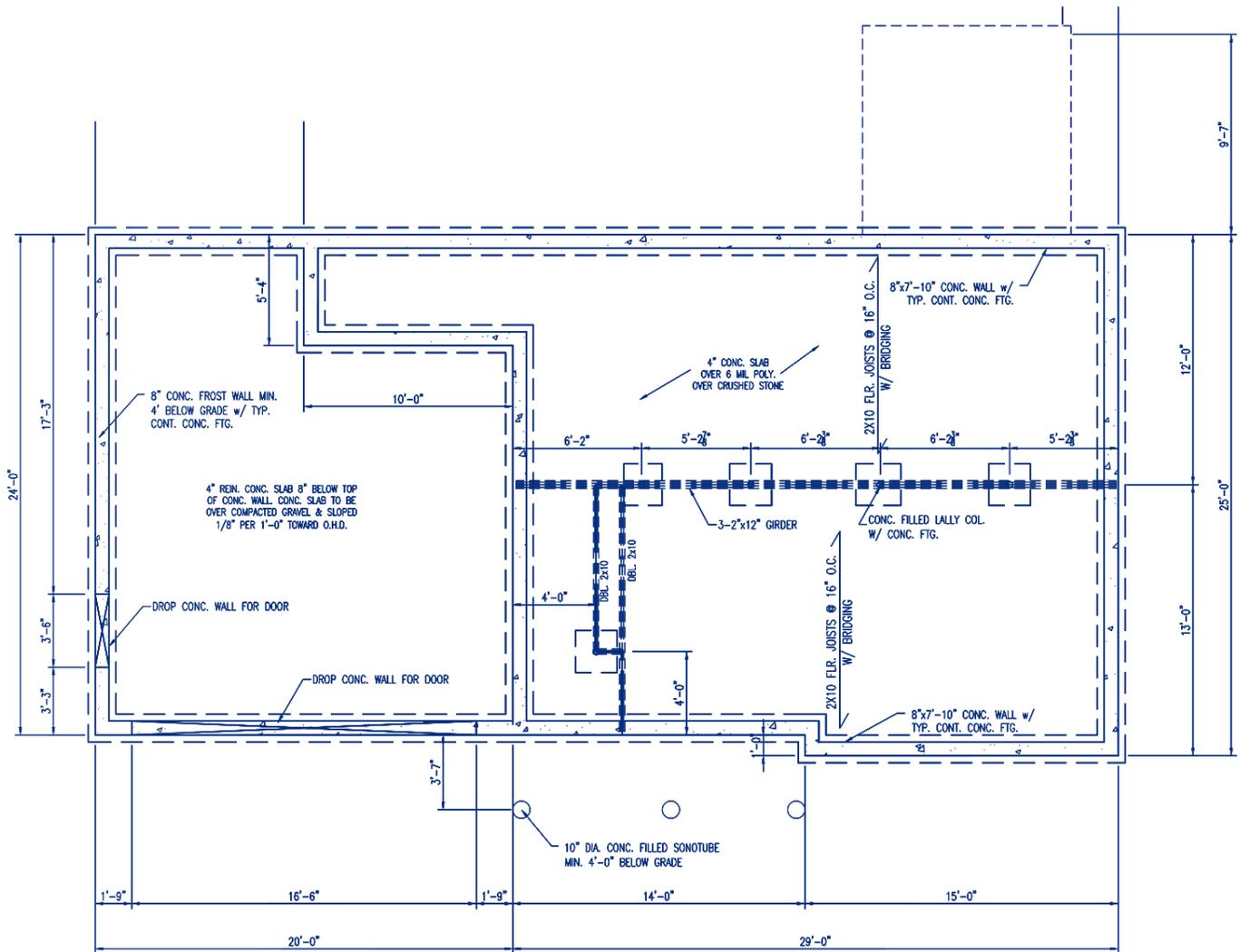
Holly – First Floor Plan



Holly – Second Floor Plan



Holly – First Floor Plan



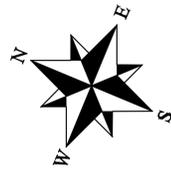
Final Subdivision Amendment Application  
Brunswick Landing Village  
Lots 8 & 9 – Brunswick Landing Housing Subdivision

**Attachment I**  
**Subdivision Plan**

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

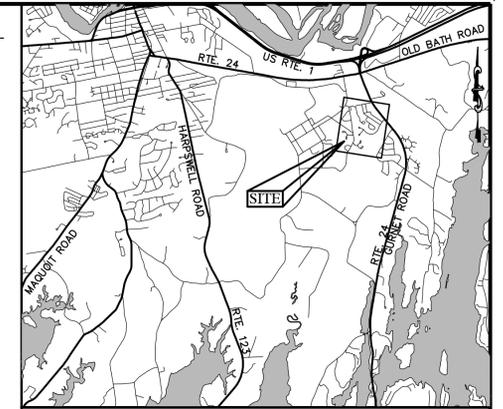


Site Plans



**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
- △ ARBITRARY TRAVERSE POINT WITH NUMBER
- △ 12, 1001
- △ 4
- △ 12, 1001
- △ BK 10674, PG 197
- △ PB 195, PG 130
- 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" = 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: **1**

DRN BY: RPL      JOB #: 3230.03

CHD BY: KPC      MAP/LOT: 40 / 138 & 139

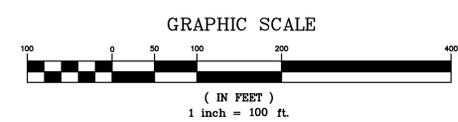
DATE: 03-19-2020      FILE: 3230.03-SITE

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	10%	-	-	-	-
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:**

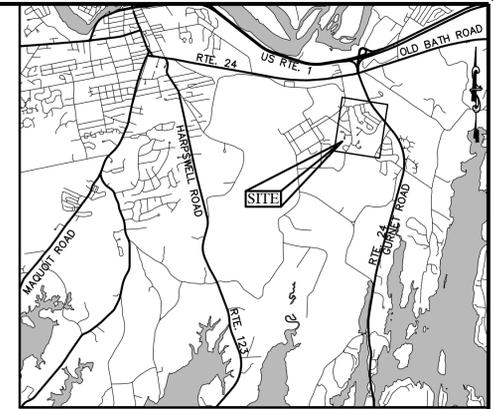
AGENCY:	PERMIT:	STATUS:
TOWN OF BRUNSWICK	SITE PLAN APPROVAL BUILDING	PENDING (BY CONTRACTOR)
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION	SITE LOCATION OF DEVELOPMENT ACT PERMIT AMENDMENT (L-20116-87-L-A)	PENDING


 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

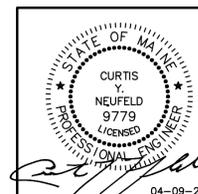
**ENVIRONMENT CONSULTANT**

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	—
	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	1000
	TEMPORARY INLET PROTECTION	○
	CLEARING LIMIT	—
	TREE LINE	—
	SEDIMENT BARRIER	SB
	RIPRAP	—
	CONSTRUCTION ENTRANCE	—
	PROPOSED PAVEMENT	—
	SPOT GRADE	T100.50 B100.00

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'

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

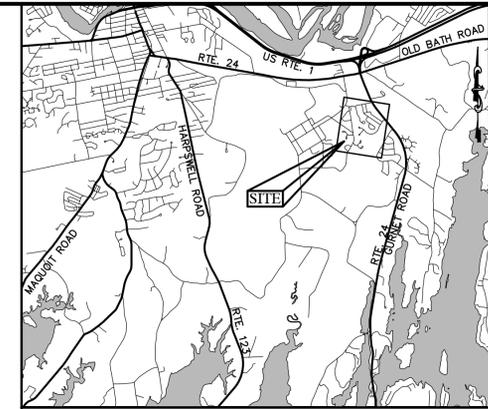
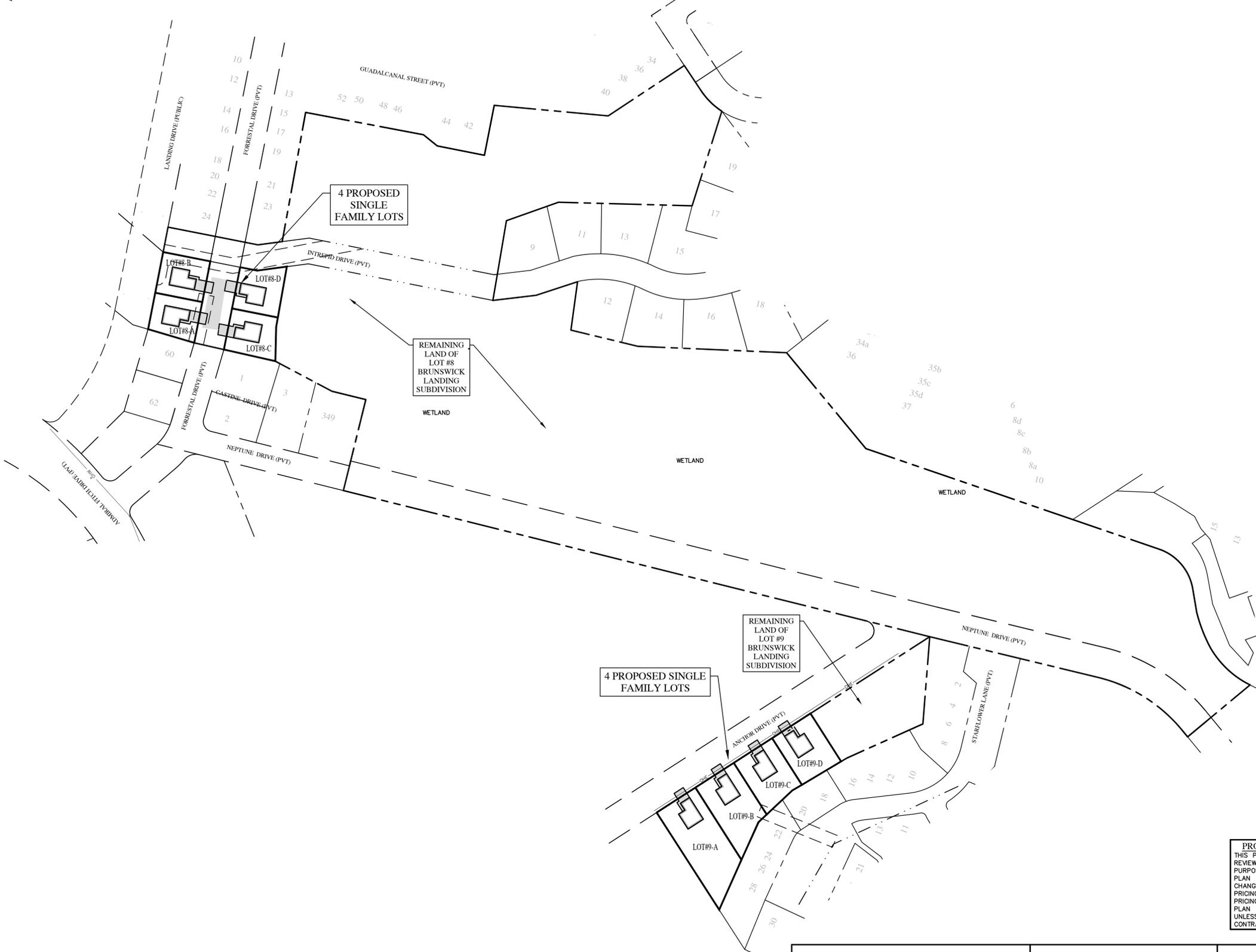
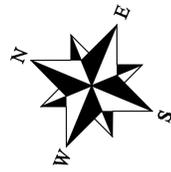


- 04-09-20 REVISED PER STAFF COMMENTS MCA
- 03-24-20 SUBMITTED TO TOWN FOR APPROVAL MCA
- 03-16-20 REVISED PER CCSWCD REVIEW COMMENTS MCA
- 02-19-20 SUBMITTED TO MAINE DEP MCA

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	<b>C1</b>
CHD BY: CYN	MAP/LOT:	
DATE: 02-05-20	FILE: 3230.03 COV-DET	



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.

4.	04-09-20	REVISED PER STAFF COMMENTS	MCA
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

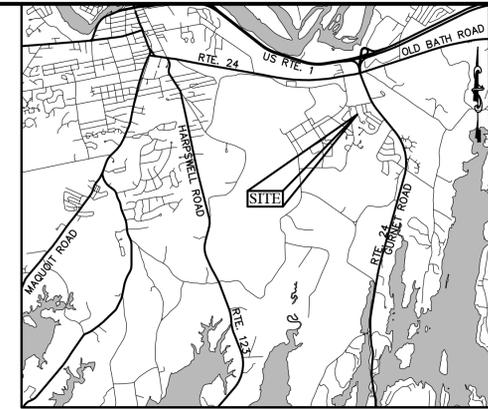
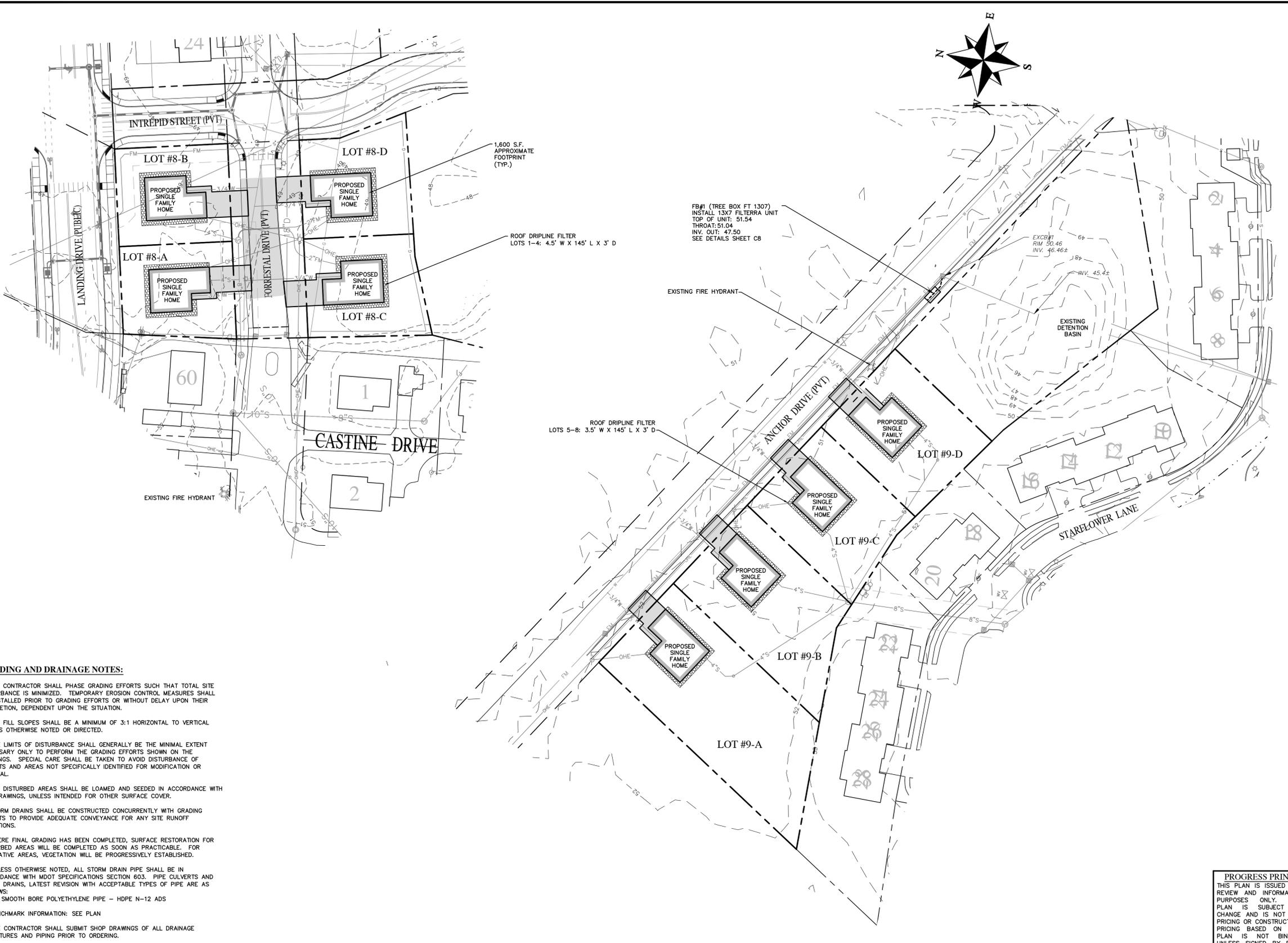
TITLE: **OVERALL SITE PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

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

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

<p>CALL DIG SAFE UTILITY LOCATION  <b>1-888-344-7233</b>          STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES</p>	<p>GRAPHIC SCALE</p> <p>( IN FEET )          1 inch = 100 ft.</p> <p>ISSUED FOR:  <b>PERMITTING REVIEW</b></p>		<p><b>SITELINES</b>          119 PURINTON ROAD, SUITE A          BRUNSWICK, MAINE 04011          207.725.1200  <b>CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS</b></p>	FIELD WK: MC/CH DRN BY: RPL CHD BY: CYN DATE: 02-05-20	SCALE: 1" = 100' JOB #: 3230.03 MAP/LOT: 40 / 138 & 139 FILE: 3230.03-SITE	SHEET: <b>C2</b>
				04-09-20		



LOCATION MAP  
SCALE: 1" = 5000'

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

**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.

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

4. 04-09-20 REVISED PER STAFF COMMENTS MCA
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

TITLE: **SITE DEVELOPMENT PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

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

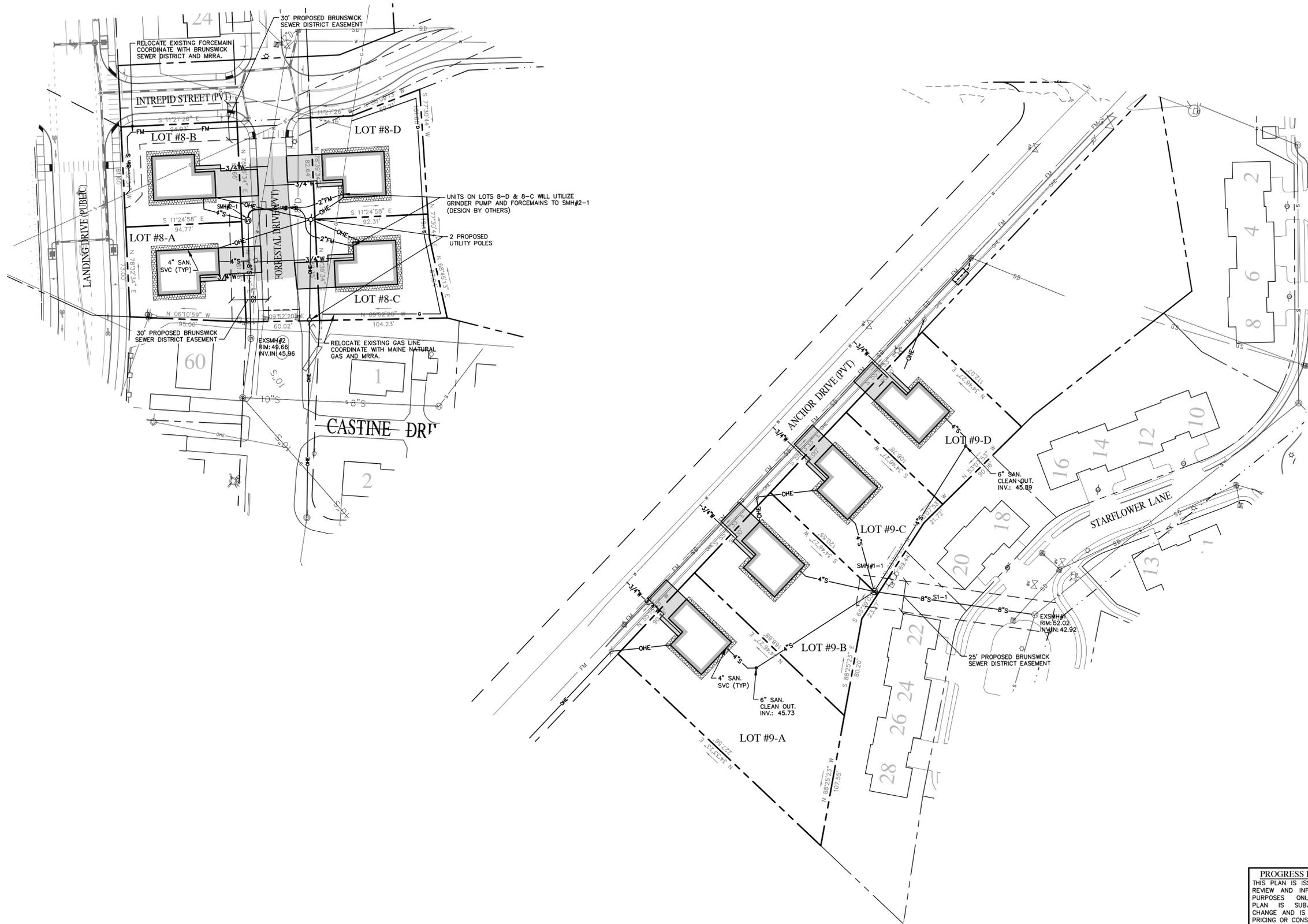
CALL DIG SAFE UTILITY LOCATION  
**1-888-344-7233**  
STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

GRAPHIC SCALE  
0 20 40 80  
( IN FEET )  
1 inch = 40 ft.

ISSUED FOR:  
PERMITTING REVIEW

**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	<b>C3</b>
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	



- UTILITY NOTES:**
1. ALL TERMINATIONS AND CONNECTIONS OF SERVICES SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF THE UTILITY DISTRICT. ALL BACKFILLING AND COMPACTION OF WATER AND SEWER LINE TRENCHES SHALL BE AS APPROVED BY THE LOCAL UTILITY DISTRICT.
  1. THE CONTRACTOR SHALL CONTACT DIGSAFE (888-344-7233) PRIOR TO COMMENCING EXCAVATION.
  2. THE BASIS FOR PROJECT LAYOUT AND FOR CONSTRUCTION ELEVATIONS IS THE BASELINE AND BENCHMARK EXISTING ON THE SITE AND SHOWN ON THE DRAWINGS.
  3. THE CONTRACTOR SHALL CONFIRM HORIZONTAL AND VERTICAL CONTROL BEFORE BEGINNING WORK.
  4. SEE PLUMBING AND ELECTRICAL PLANS FOR LOCATION AND INVERTS OF SLEEVES IN FOUNDATIONS.
  5. ELECTRIC SERVICE SHALL BE INSTALLED IN CONDUIT UNDER PAVEMENT AND CONCRETE.
  6. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL SEWER, WATER, ELECTRICAL, AND SANITARY CONDUIT, MANHOLES, TRANSFORMERS, AND FITTINGS FOR APPROVAL.
  7. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  8. DUCTILE IRON PIPE SHALL MEET THE REQUIREMENTS OF AWWA C150 AND C151, CLASS 52, AND HAVE PUSH ON OR FLANGED JOINTS AS REQUIRED. FITTINGS SHALL HAVE MECHANICAL JOINTS WITH RETAINER GLANDS.
  9. SANITARY SEWER PIPE AND FITTINGS SHALL BE SDR-35 PVC.
  10. INSTALL 2" RIGID STYROFOAM INSULATION OVER SANITARY SEWER IN AREAS WHERE THERE IS LESS THAN 4" OF COVER.
  11. CONNECTIONS AT MANHOLES/CATCH BASINS SHALL HAVE A FLEXIBLE BOOT CAST ONTO THE BARREL AND SECURED WITH STAINLESS STEEL BANDS.
  12. SEE SHEET C7-C8 FOR GRADING, DRAINAGE, STORM DRAIN DATA & EROSION CONTROL MEASURES.
  13. BUILDING FOOTPRINT SHOWN IS NOT FOR FOUNDATION LAYOUT. REFER TO STRUCTURAL/ARCHITECTURAL DRAWINGS.
  14. ALL PIPING MATERIAL TO THE BALL VALVE SHALL BE 1" OR 2" TYPE K COPPER AND ALL CONTROL VALVES SHALL BE LOCATED WITHIN THE EASEMENT AREA.
  15. ALL DOMESTIC WATER SERVICES ON THE BUILDING SIDE OF THE CONTROL VALVE SHALL BE EITHER 2" TYPE K COPPER OR 2" CTS PE RATED AT 200 PSI. IF THE PE IS USED, AN 8 GAUGE WIRE SHALL BE ATTACHED TO THE PIPE WITH ONE END BROUGHT ALONGSIDE THE CURB BOX FOR LOCATING PURPOSES.
  16. ANY CURB BOXES LOCATED WITHIN PAVEMENT SHALL BE INSTALLED INSIDE A GATE BOX TOP.
  17. ALL MATERIALS SHOWN SHALL BE NEW AND FURNISHED BY CONTRACTOR AS PART OF CONTRACT WORK. ONLY ITEMS SPECIFICALLY IDENTIFIED TO BE SALVAGED MAY BE RE-USED WITHOUT PRIOR WRITTEN PERMISSION.

**SEWER STRUCTURE DATA:**

SMH#1-1	RIM: 51.8
INV.IN: 44.30 (FROM SERVICES)	INV.OUT: 44.20 (TO EXSMH#1)
SMH#2-1	RIM: 49.5
INV.IN: 46.52 (FROM SERVICES)	INV.OUT: 46.42 (TO EXSMH)

SI-1: 8" PVC L=128' S=0.010  
 SI-2: 8" PVC L=92' S=0.005

4. 04-09-20 REVISED PER STAFF COMMENTS MCA
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

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

TITLE:	<b>UTILITY PLAN</b>	
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

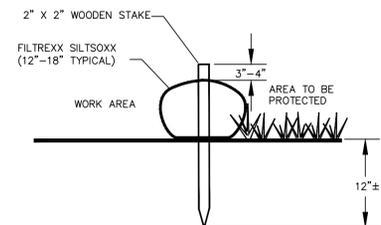
**GRAPHIC SCALE**  
 ( IN FEET )  
 1 inch = 40 ft.

ISSUED FOR:  
 PERMITTING REVIEW

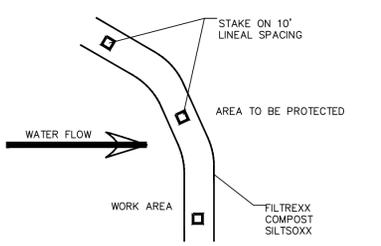
STATE OF MAINE  
 CURTIS Y. NEUFELD  
 9779  
 LICENSED PROFESSIONAL ENGINEER  
 04-09-20

**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	<b>C4</b>
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	

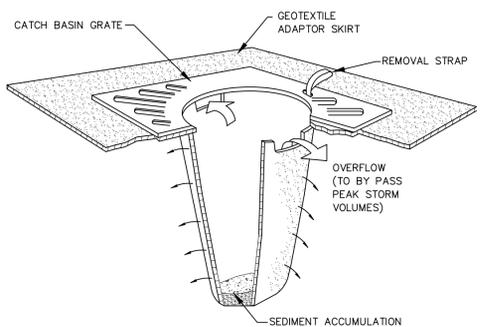


SECTION



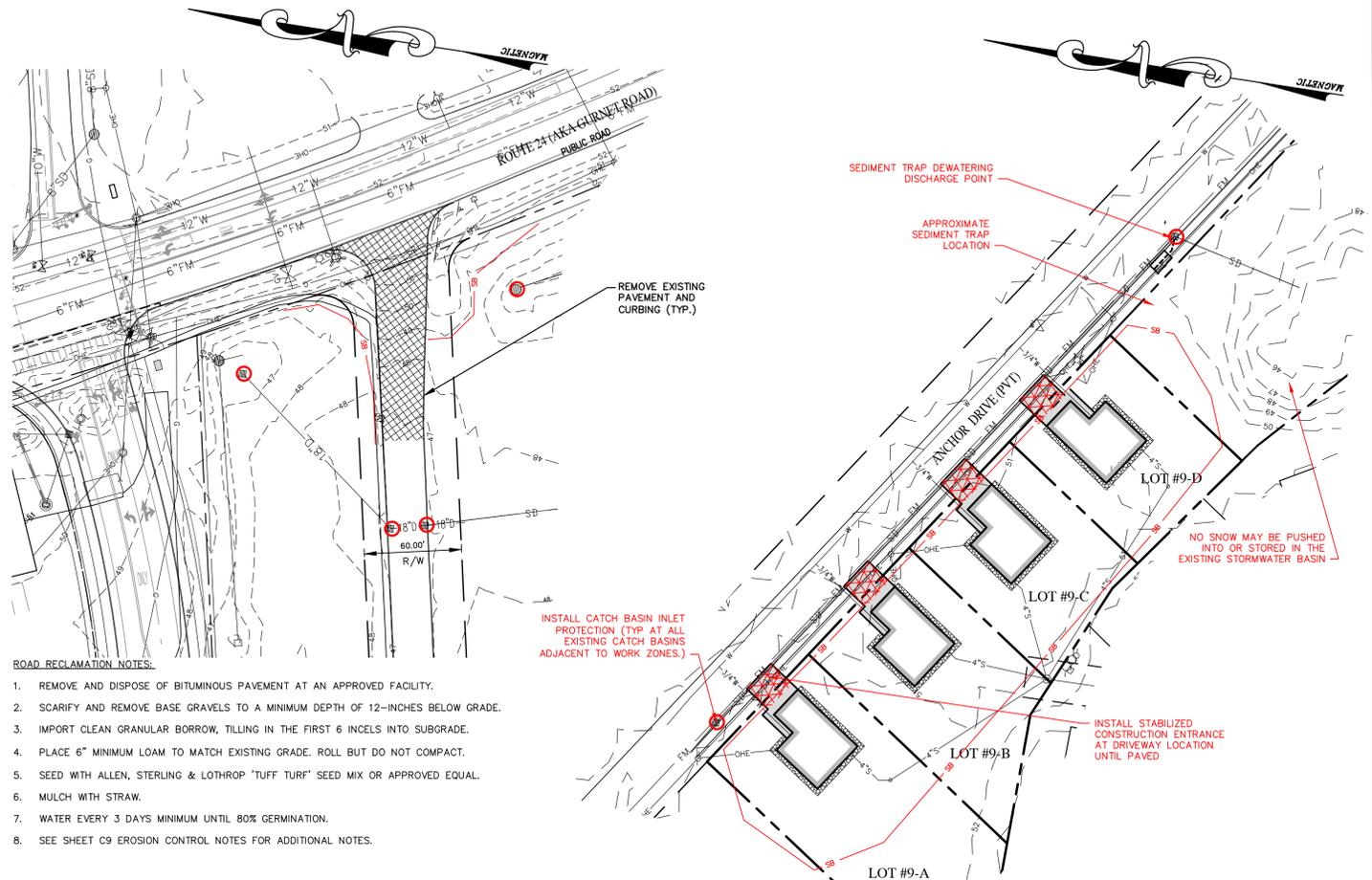
PLAN

- NOTES:
1. ALL MATERIALS TO MEET FILTREXX SPECIFICATIONS
  2. SILTBOX COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS
  3. SILTBOX 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.



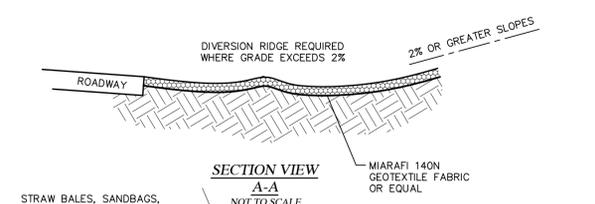
- NOTES:
1. CATCH BASIN PROTECTION TO BE "SILTSACK" (BY ACF ENVIRONMENTAL) OR "STREAM GUARD" (BY FOSS ENVIRONMENTAL SERVICES).
  2. INSERT TO BE EMPTIED IN AN APPROVED MANNER WHEN IT IS 1/2 FULL OF SEDIMENT.
  3. INSPECT INSERT AFTER ALL RAINFALL EVENTS, REPAIR AND MAINTAIN AS REQUIRED.

**B** TEMPORARY INLET PROTECTION DETAIL  
N.T.S.

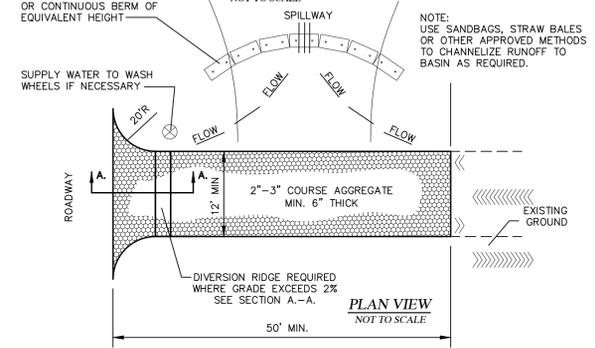


- ROAD RECLAMATION NOTES:
1. REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT AT AN APPROVED FACILITY.
  2. SCARIFY AND REMOVE BASE GRAVELS TO A MINIMUM DEPTH OF 12-INCHES BELOW GRADE.
  3. IMPORT CLEAN GRANULAR BORROW, TILLING IN THE FIRST 6 INCHES INTO SUBGRADE.
  4. PLACE 6" MINIMUM LOAM TO MATCH EXISTING 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 SILTBOX DETAIL "SEDIMENT BARRIER OPTION"  
N.T.S.

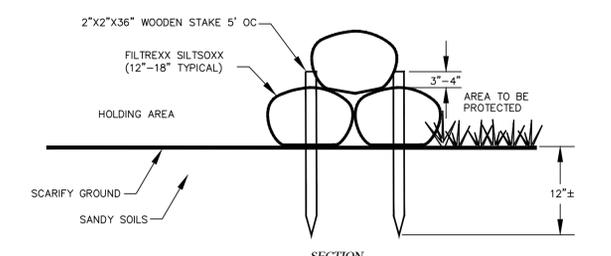


SECTION VIEW A-A

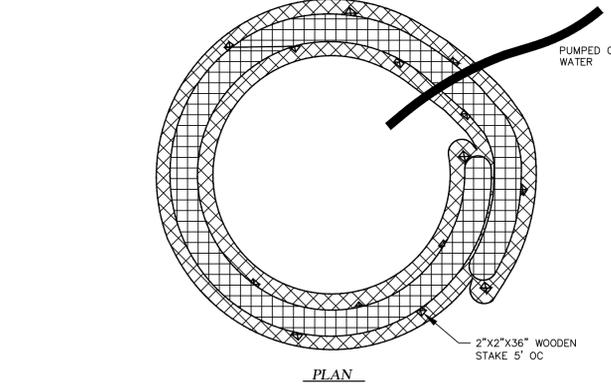


PLAN VIEW

- 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.



SECTION

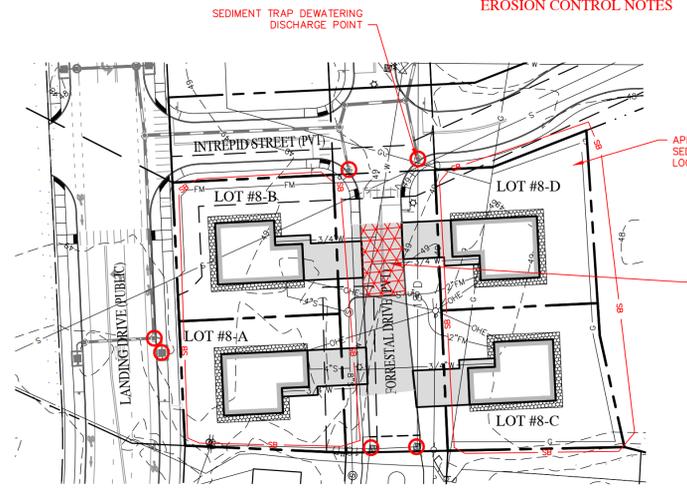


PLAN

**D** SEDIMENT TRAP DETAIL  
N.T.S.

**C** STABILIZED CONSTRUCTION ENTRANCE  
N.T.S.

SEE SHEET C9 FOR EROSION CONTROL NOTES



- 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.

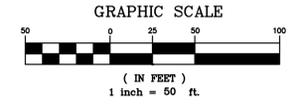
- LEGEND
- CATCH BASIN INLET PROTECTION
  - SB — SEDIMENT BARRIER
  - XXXXXXXXXX STABILIZED CONSTRUCTION ENTRANCE

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

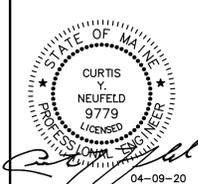
TITLE: EROSION CONTROL PLAN	
PROJECT: BRUNSWICK LANDING VILLAGE BRUNSWICK LANDING, BRUNSWICK, MAINE	
PREPARED FOR: BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	
4. 04-09-20	REVISED PER STAFF COMMENTS MCA
3. 03-24-20	SUBMITTED TO TOWN FOR APPROVAL MCA
2. 03-16-20	REVISED PER COSWCD REVIEW COMMENTS MCA
1. 02-19-20	SUBMITTED TO MAINE DEP MCA



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



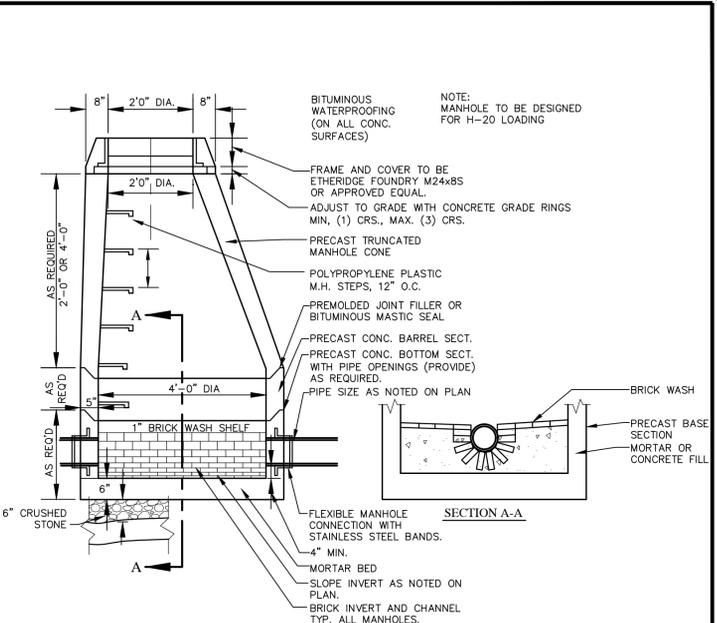
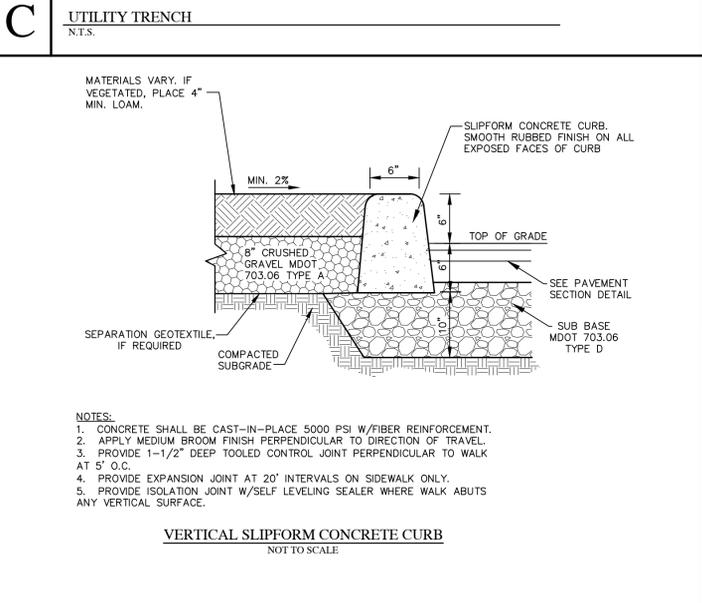
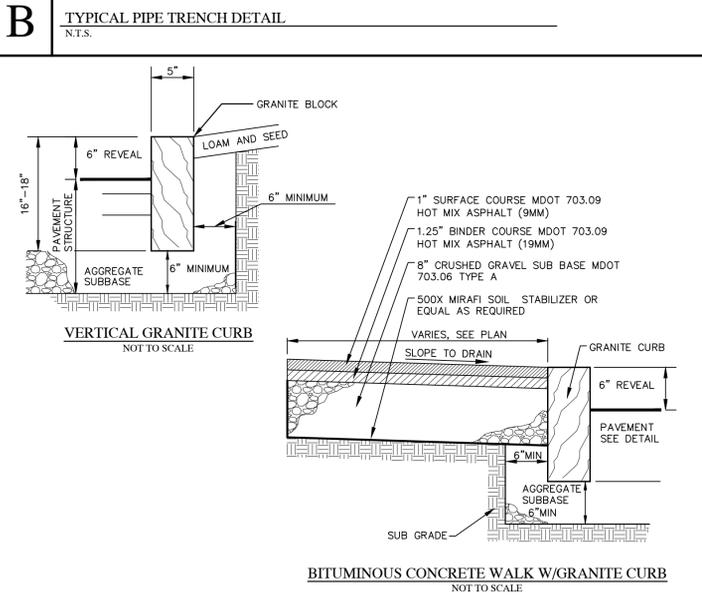
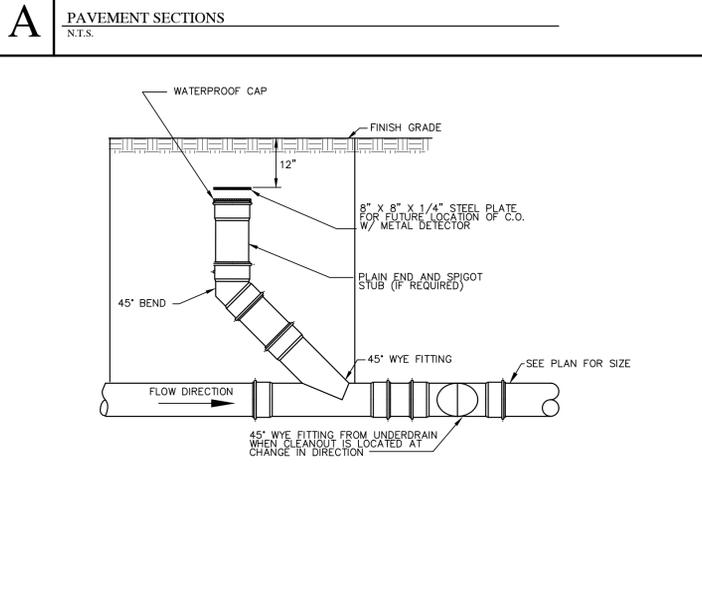
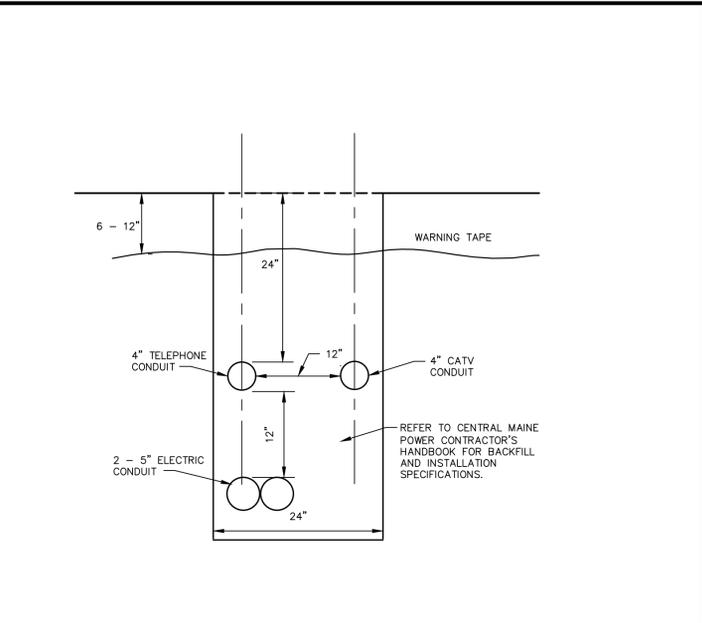
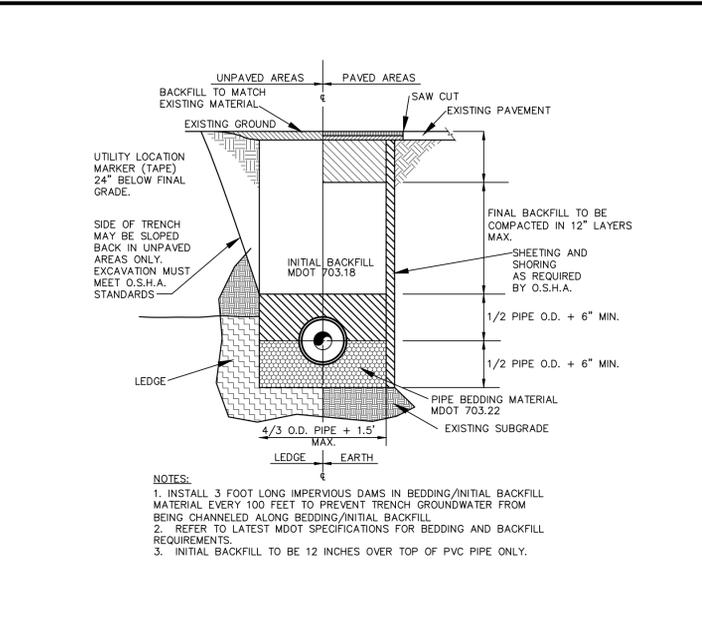
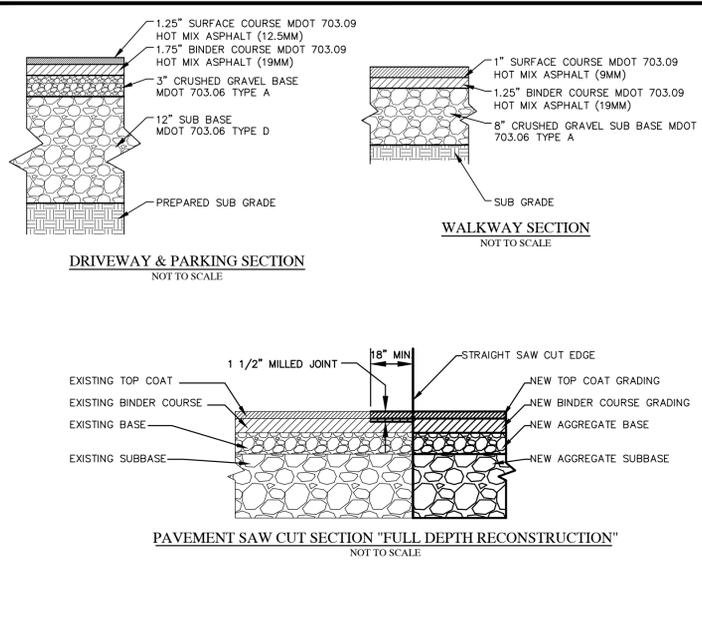
ISSUED FOR:  
PERMITTING REVIEW



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

FIELD WK: MC/CH	SCALE: 1"=50'	SHEET:
DRN BY: RPL	JOB #: 3230.03	<b>C5</b>
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	

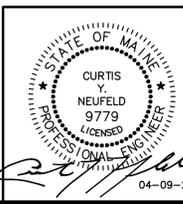
2020. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITE LINES PA, NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITE LINES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITE LINES PA, IS PROHIBITED AND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



- 4. 04-09-20 REVISED PER STAFF COMMENTS MCA
- 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**  
 THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.

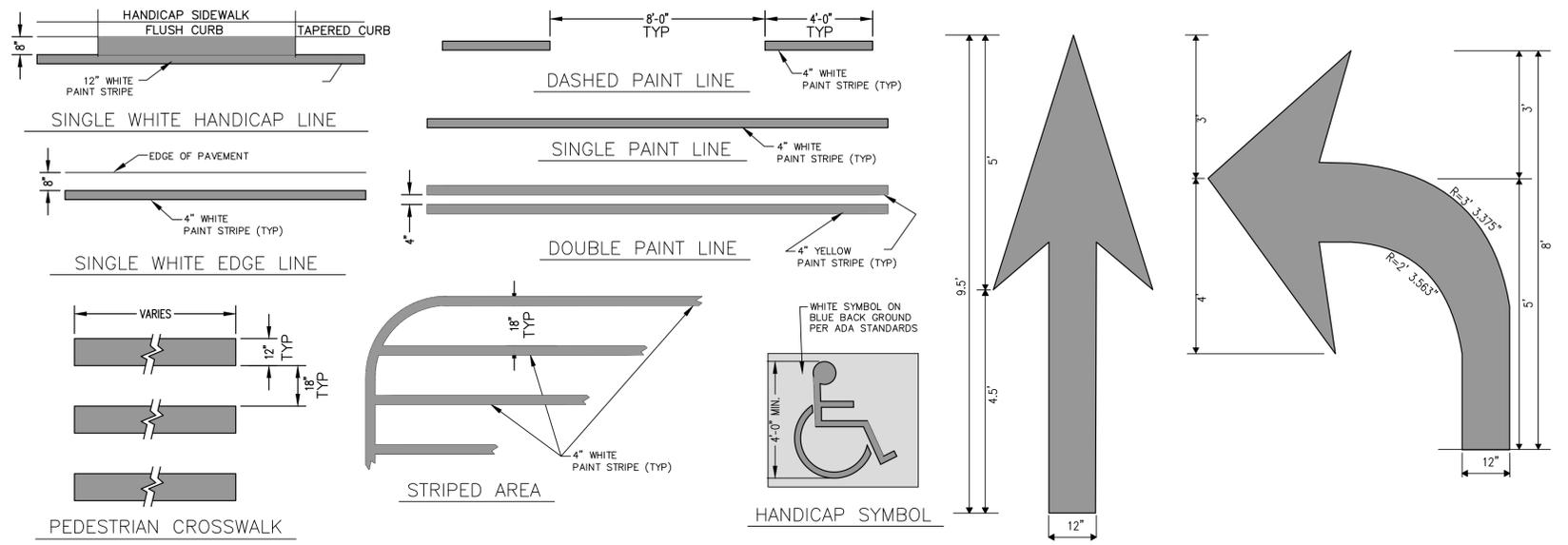
**TITLE: SITE DEVELOPMENT DETAILS**  
**SHEET 1 OF 2**  
**PROJECT: BRUNSWICK LANDING VILLAGE**  
 BRUNSWICK LANDING, BRUNSWICK, MAINE  
**OWNER: BRUNSWICK LANDING CONDOMINIUMS, LLC**  
 74 NEPTUNE DRIVE, BRUNSWICK ME 04011



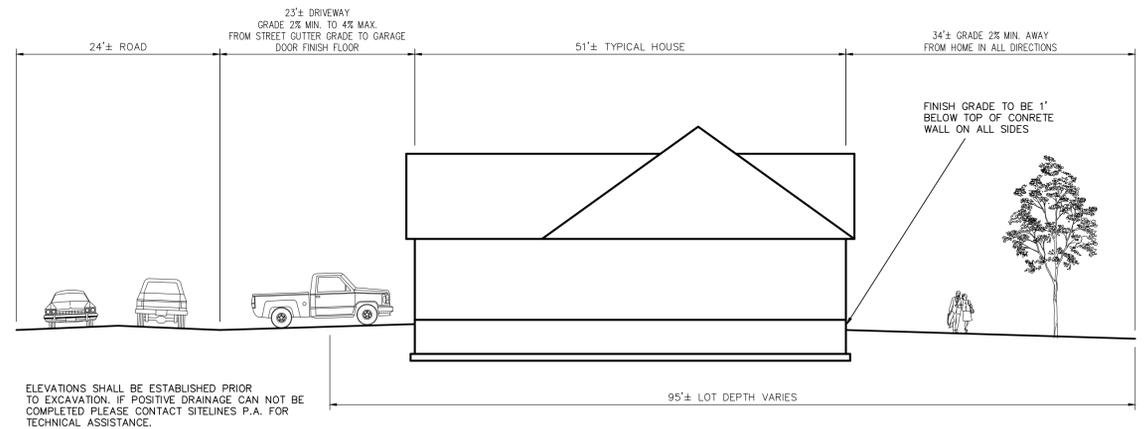
**SITELINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, MAINE 04011  
 207.725.1200  
**CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS**

FIELD WK: MC/CH	SCALE: NTS	SHEET:
DRN BY: RPL	JOB #: 3230.03	<b>C6</b>
CH'D BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03 COV-DET	

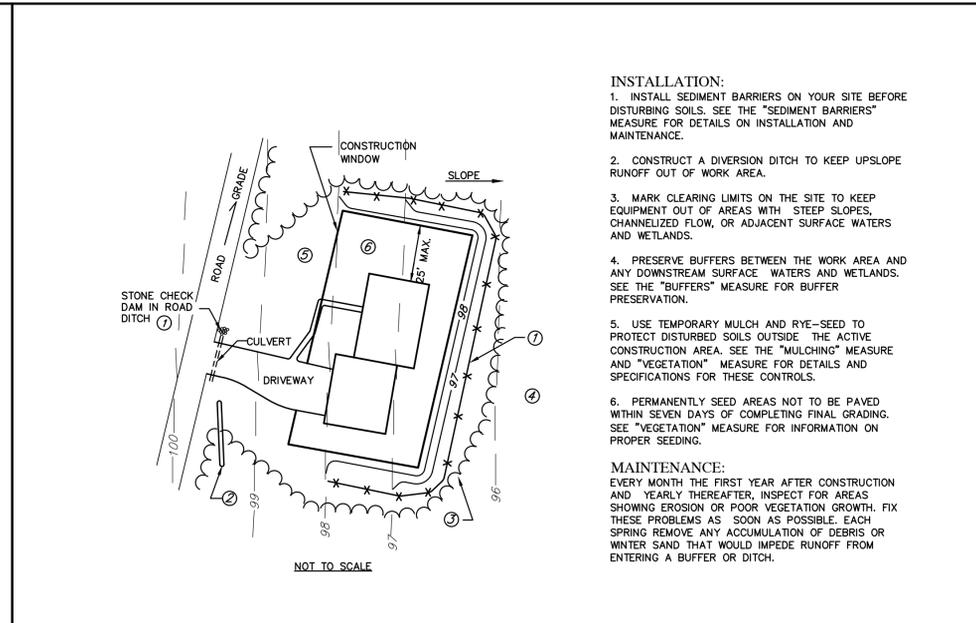
2020. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITESLINES P.A. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITESLINES P.A. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITESLINES P.A. IS UNLAWFUL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



**A** PAVEMENT MARKINGS  
N.T.S.



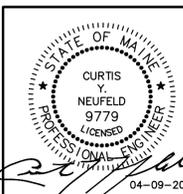
**B** TYPICAL LOT GRADING DETAIL  
N.T.S.



**C** HOUSE SITE - BEST MANAGEMENT PRACTICES  
N.T.S.

- 4. 04-09-20 REVISED PER STAFF COMMENTS MCA
- 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**  
 THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.



**TITLE: 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**

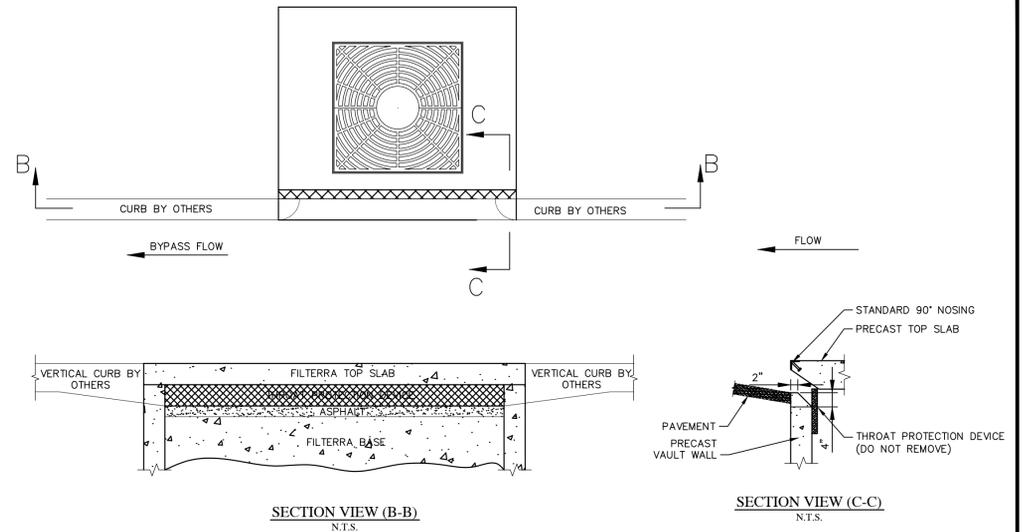
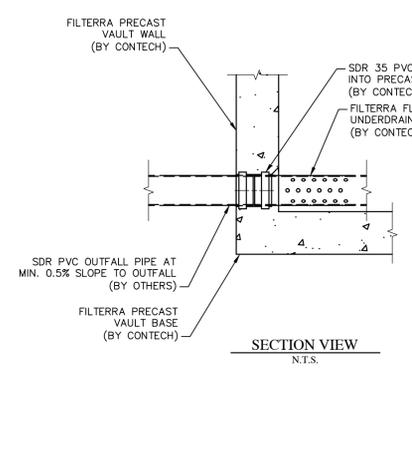
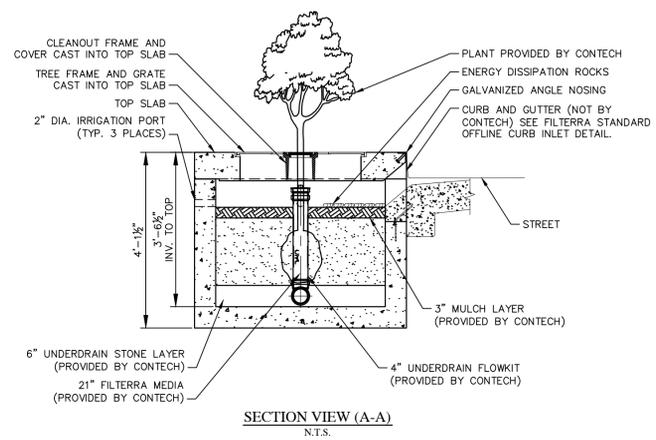
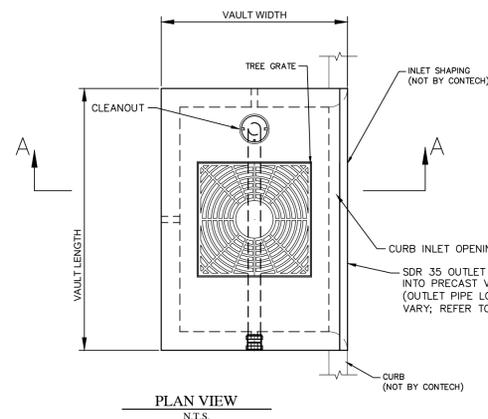
**SITESLINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, MAINE 04011  
 207.725.1200  
**CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS**

FIELD WK: MC/CH	SCALE: NTS	<b>C7</b>
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)

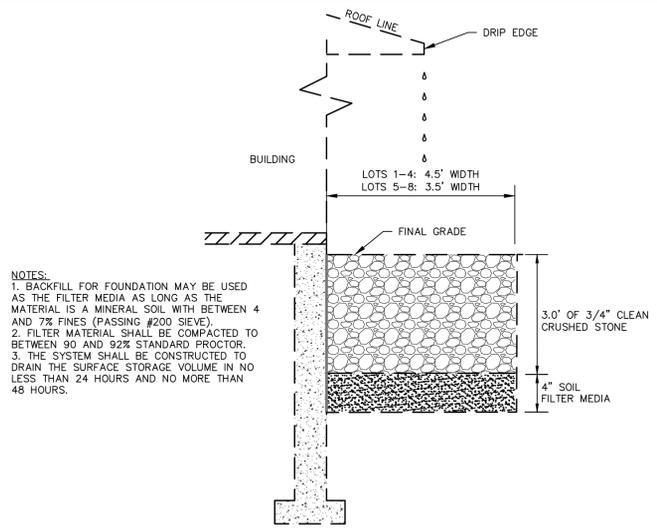
INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING UPON OUTLET LOCATION



**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.

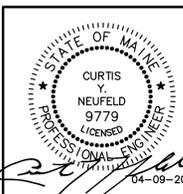
• OBTAIN A SAMPLE OF THE GRAVEL FILTER MEDIA. THE SAMPLE MUST BE A COMPOSITE OF THREE DIFFERENT LOCATIONS (GRABS) FROM THE GRAVEL STOCKPILE. THE SAMPLE SIZE REQUIRED WILL BE DETERMINED BY THE TESTING LABORATORY. PERFORM A SIEVE ANALYSIS CONFORMING TO ASTM C136 (STANDARD TEST METHOD FOR SIEVE ANALYSIS 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.

- 4. 04-09-20 REVISED PER STAFF COMMENTS MCA
- 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**  
THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.



**TITLE:** STORMWATER DETAILS

**PROJECT:** BRUNSWICK LANDING VILLAGE  
BRUNSWICK LANDING, BRUNSWICK, MAINE

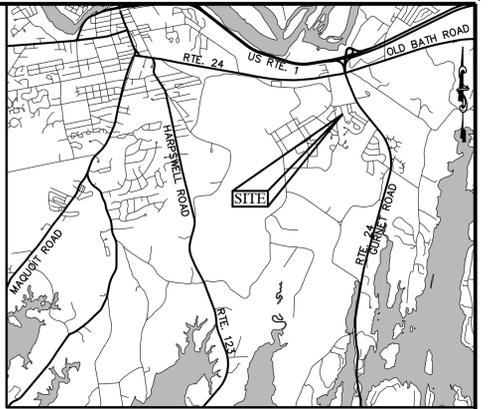
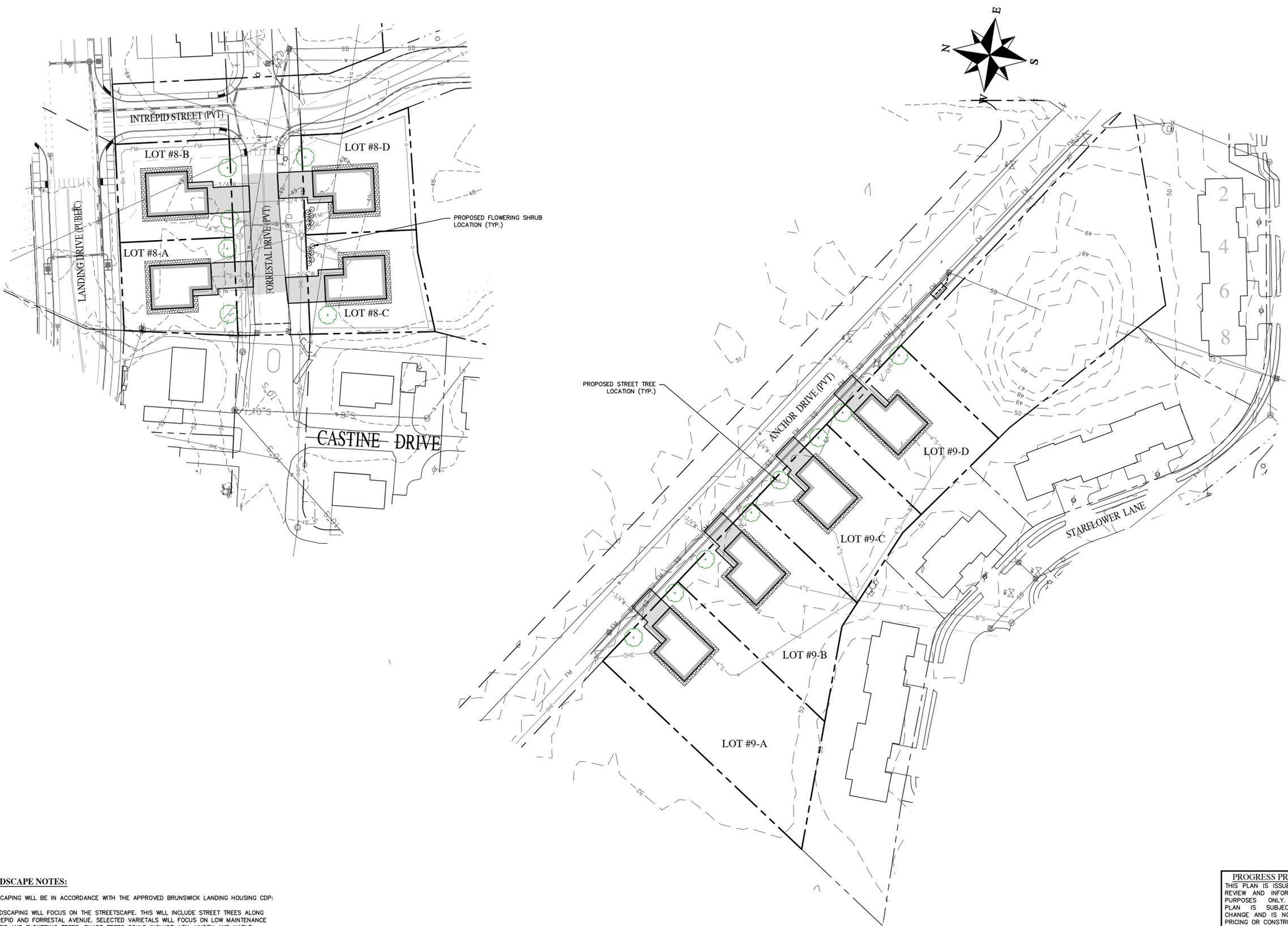
**OWNER:** BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011

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

FIELD WK: MC/CH	SCALE: NTS	<b>C8</b>
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 AND INSTRUMENT OF SITE LINES PA. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITE LINES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITE LINES PA IS PROHIBITED AND IS AT THE USER'S RISK. X:\LAND PROJECTS\3230.03\HELLOS BRUNSWICK DESIGN\DWG\3230.03 COV-DET.DWG. 03 STORMWATER. 2/16/2020 2:47:30 PM. MELISSA ARCHIBELL





LOCATION MAP  
SCALE: 1" = 5000'

**LANDSCAPE NOTES:**

LANDSCAPING WILL BE IN ACCORDANCE WITH THE APPROVED BRUNSWICK LANDING HOUSING CDP:

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.

PROPOSED STREET TREE LOCATION (TYP.)

PROPOSED FLOWERING SHRUB LOCATION (TYP.)

2  
4  
6  
8

- 4. 04-09-20 REVISED PER STAFF COMMENTS MCA
- 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

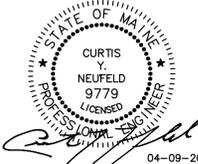
**PROGRESS PRINT**  
THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.

TITLE:	<b>LANDSCAPE PLAN</b>	
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



**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	<b>L1</b>
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 02-05-20	FILE: 3230.03-SITE	

# Town of Brunswick, Maine

## DEPARTMENT OF PLANNING AND DEVELOPMENT

---

### MEMORANDUM

---

**TO:** Brunswick Town Council

**FROM:** Brunswick Planning Board  
Matt Panfil, AICP CUD, LEED AP BD+C, Director of Planning & Development

**DATE:** April 14, 2020

**SUBJECT:** Major Development Sketch Plan Review – 149 Maine Street and 11 School Street – Tontine Mall Redevelopment

---

#### DRAFT MOTIONS SKETCH PLAN – MAJOR DEVELOPMENT REVIEW TONTINE MALL & 11 SCHOOL STREET CASE #20-015

*Please note that the proposed project is still under review by the Town's Village Review Board (VRB). Due to the proposed demolition of 11 School Street as part of this project there is a 90-day delay period before the VRB can take an action on the project. The 90-day delay period expires on April 29, 2020. Any approval shall be on the condition that the applicant receives any necessary Certificates of Appropriateness from the VRB.*

*Staff has reviewed the Sketch Plan application and determined that it is complete.*

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

The proposed project is comprised of two (2) distinct actions:

1. Demolish the existing structure at 11 School Street (Map U13, Lot 165) located within the Growth Mixed-Use 6 (GM6) Zoning District, the Village Review Overlay Zone, and the National Register of Historic Places' Federal Street Historic District; and
2. Architectural changes to the first floor and addition (17,000 square feet in total) of two (2) floors of multi-family residential dwelling units (16 in total) above the northern section of the existing structure at 149 Maine Street (Map U13, Lot 164) which is located within the GM6 Zoning District, the Village Review Overlay Zone, and the National Register of Historic Places' Brunswick Commercial Historic District.

The exterior alterations to the existing structure's ground floor include: a relocation of the primary commercial entrance, addition of a new stairwell and elevator at the southwest corner of the structure, replacement of the existing awnings with a steel and glass covered outdoor seating area. The proposed additions will result in a three-story building approximately 35 feet tall. As the subject property is located within the GM6 zoning district, there are minimal other dimensional and density standards that apply to the project.

Regarding the Zoning Ordinance's parking standards, the applicant intends to use their property to

the east, 11 School Street, for an additional eight (8) parking spaces for the proposed dwelling units. These parking spaces are located behind the principal structure and would be accessed via a secondary street. The existing parking lot at 149 will remain as is with 47 parking spaces.

There are no proposed modifications to the existing site access. The Town's Staff Review Committee (SRC) reviewed the project on April 1, 2020. The notes for the SRC meeting are included in the packet.

**DRAFT Motion 2.** That the Board approves the Sketch Plan with the following condition:

1. Prior to submission of an application for Final Major Development Review the applicant shall obtain all necessary Certificates of Appropriateness from the Town of Brunswick Village Review Board (VRB).



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](http://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 2<sup>nd</sup> and 3<sup>rd</sup> floors and will be developed as apartments. Dwelling, multifamily is a permitted use in the GM6 Zone. The renovation of the 1<sup>st</sup> 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.

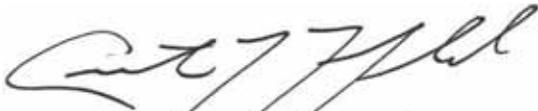
The building renovation plans have been completed by Ryan Senatore Architecture. Enclosed are floorplans, elevations, and perspective and overhead views for the proposed improvements. The following statement was provided by the architect:

*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.*

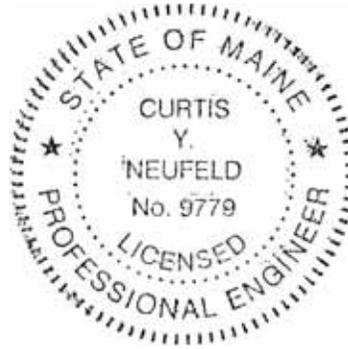
The proposed renovation of Tontine Mall has been designed with the historical districts in mind and in accordance with the Village Review Board Design Guidelines to the maximum extent practicable. An application for a Certificate of Appropriateness for the project was submitted to the Village Review 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](mailto: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,

A handwritten signature in blue ink, appearing to read "Curtis Y. Neufeld".

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  
A handwritten signature in blue ink, appearing to read "Daniel Catlin".  
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:

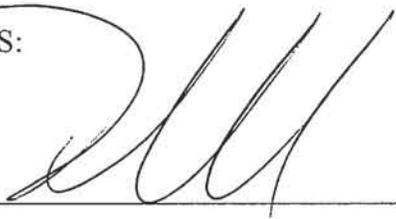
Beginning at a point on the northerly line of School Street at the southeasterly corner of land conveyed by Joseph M. Goodwin and Fern M. Goodwin to Goodwin's Chevrolet Company by deed dated January 31, 1954 and recorded in the Cumberland County Registry of Deeds in Book 2854, Page 357; thence running 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 14<sup>th</sup> 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.

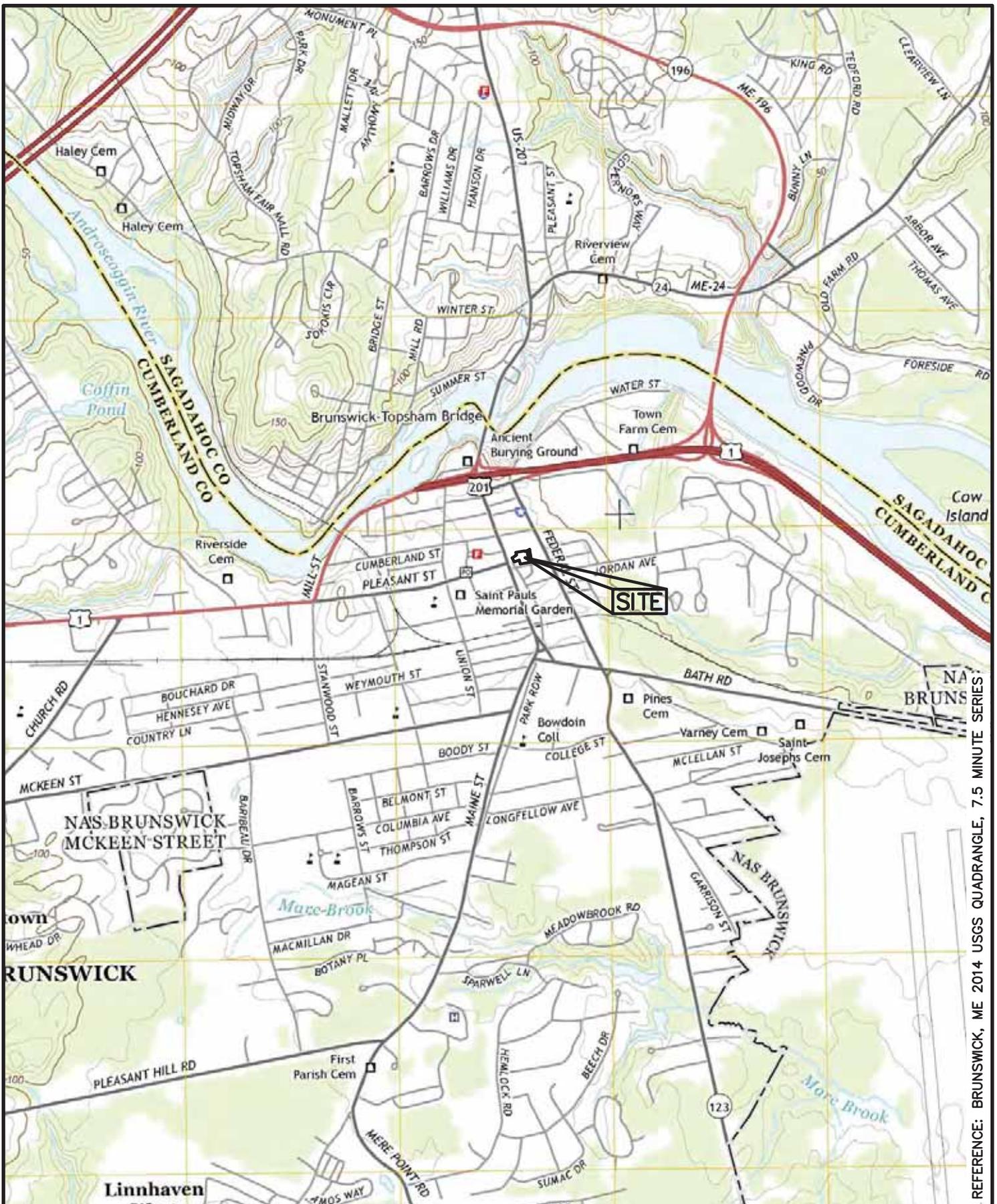
Before me,

  
\_\_\_\_\_

~~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.

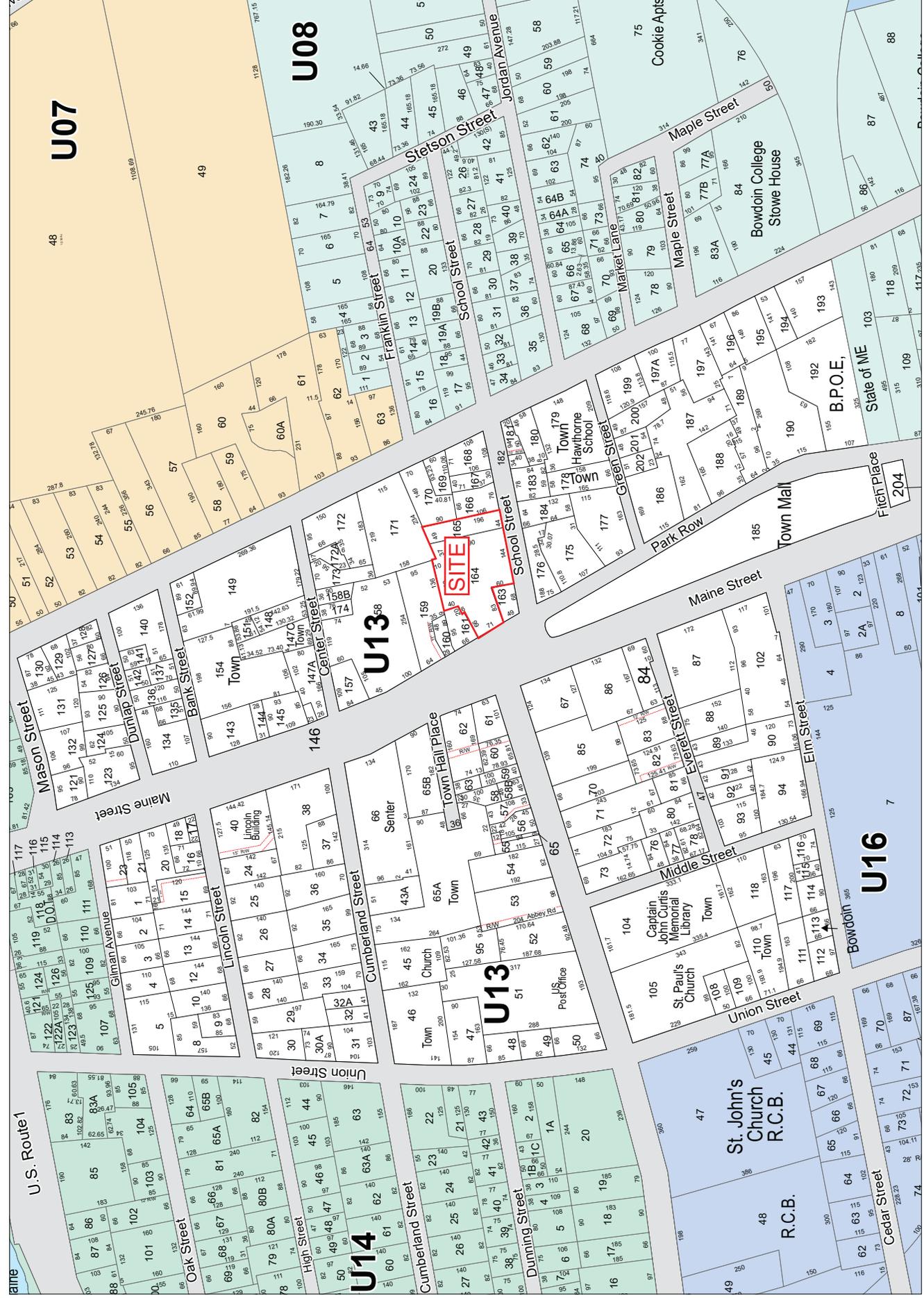


1 inch = 100 feet  
Revised To: April 1, 2019

Maps Prepared by:  
Town of Brunswick  
Revised and Reprinted By:



**MAP**  
**U13**





# 3

## Zoning Map

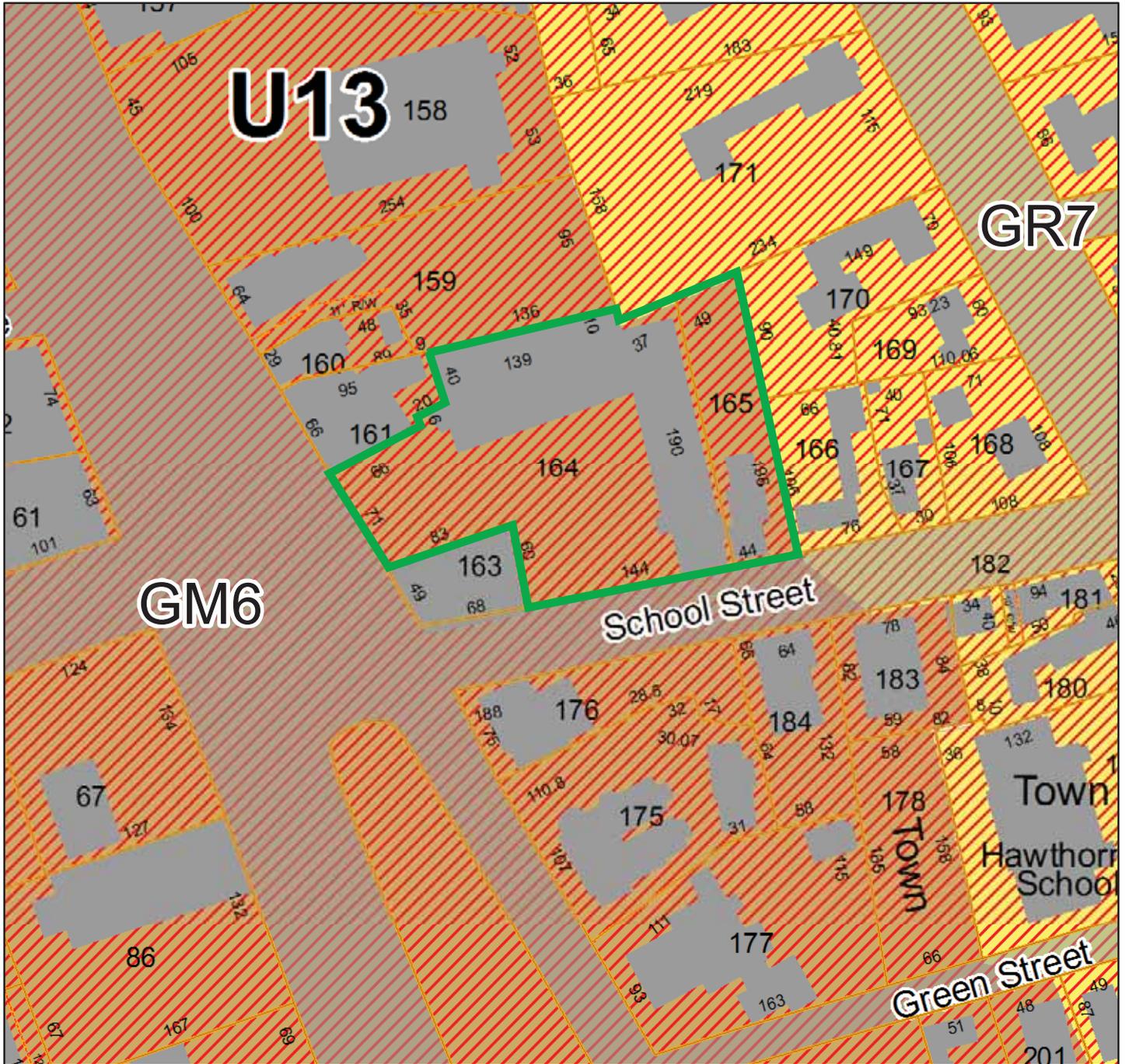
Tontine Mall & 11 School Street, Brunswick, ME



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				

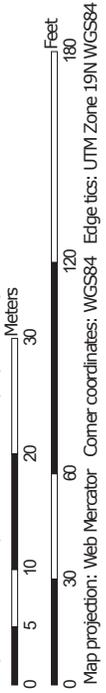
Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

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)
- 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%
<b>Totals for Area of Interest</b>		<b>1.3</b>	<b>100.0%</b>

## 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.**



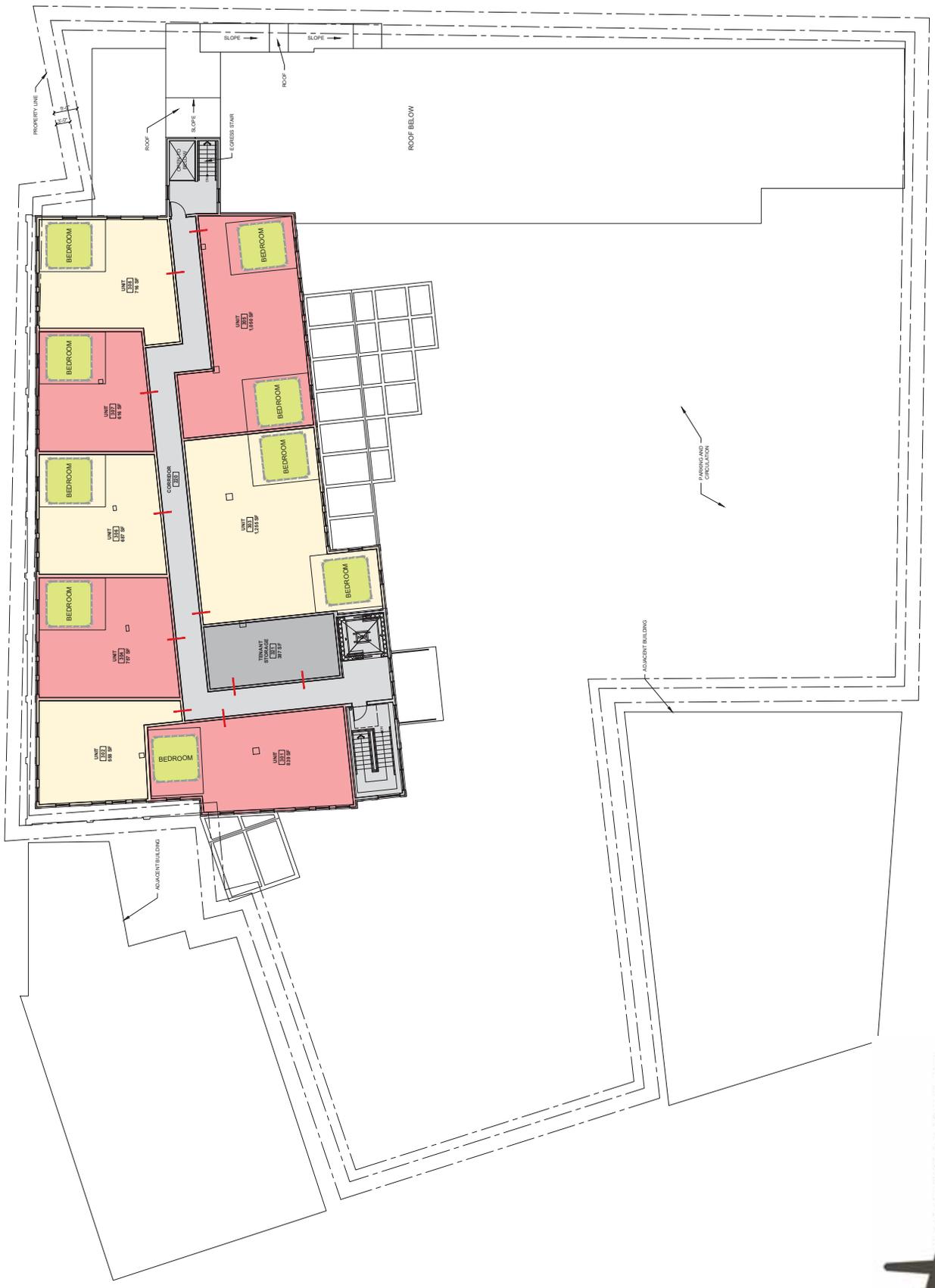
**Photograph 9: Behind the east wing of Tontine Mall and 11 School Street, looking south.**



**Photograph 10: The rear of the 11 School Street structure, looking south from existing parking area.**



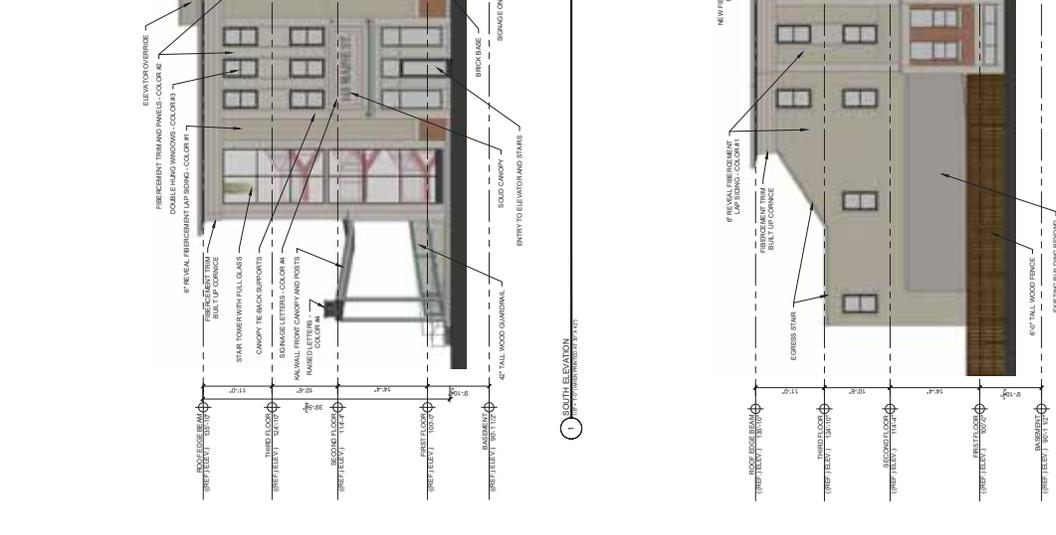




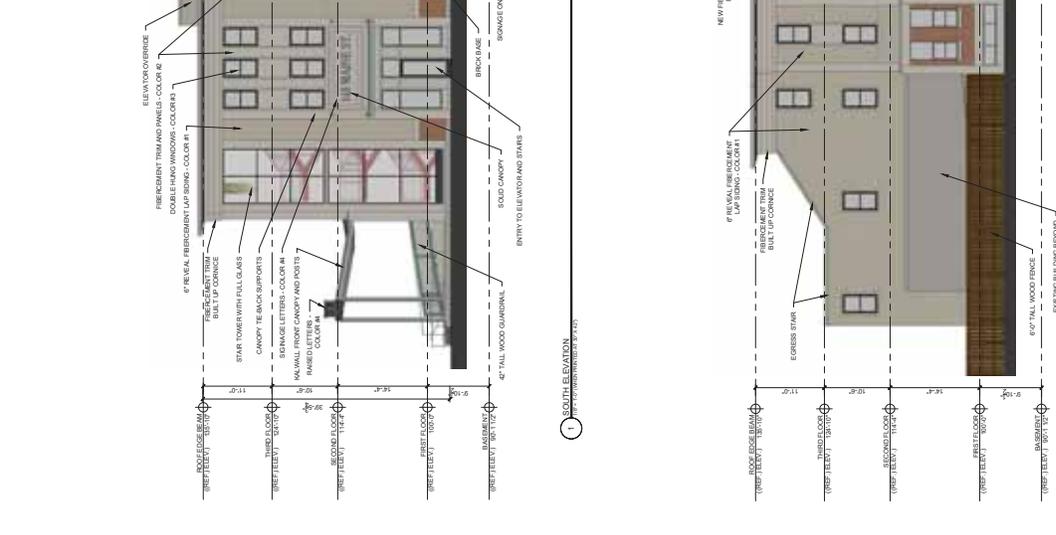
1 THIRD FLOOR PLAN  
DATE: 02/20/20



**1 SOUTH ELEVATION**  
(SEE FOUNDATION SHEET 01-1)



**2 NORTH ELEVATION**  
(SEE FOUNDATION SHEET 01-1)





# PERSPECTIVE VIEW 1



V1

SHEET TITLE  
PERSPECTIVE  
VIEW 1

DATE: \_\_\_\_\_  
PROJECT NO: 1903  
DRAWN BY: BMT  
CHECKED BY: ALB  
SCALE: ANNOTED

PROGRESS PRINT ONLY  
NOT FOR CONSTRUCTION  
FEBRUARY 20, 2020  
REVISIONS

CONSULTANTS

**RSA**  
RYAN SEAVANTO  
ARCHITECTURE  
PROFESSIONAL CORPORATION  
149 MAINE STREET  
BRUNSWICK, MAINE

TONTINE MALL RENOVATION  
149 MAINE STREET  
BRUNSWICK, MAINE

© 2020 RYAN SEAVANTO  
ARCHITECTURE



# PERSPECTIVE VIEW 2



V2

DATE: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 SHEET TITLE: PERSPECTIVE VIEW 2

PROGRESS PRINT ONLY  
 NOT FOR CONSTRUCTION  
 FEBRUARY 20, 2020

CONSULTANTS:

**RSA**  
 RYAN SEANTORE  
 ARCHITECTURE  
 149 MAINE STREET  
 BRUNSWICK, MAINE

TONTINE MALL RENOVATION  
 149 MAINE STREET  
 BRUNSWICK, MAINE

© 2020 INNOVATION ARCHITECTURE

# 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: 3003

DATE:

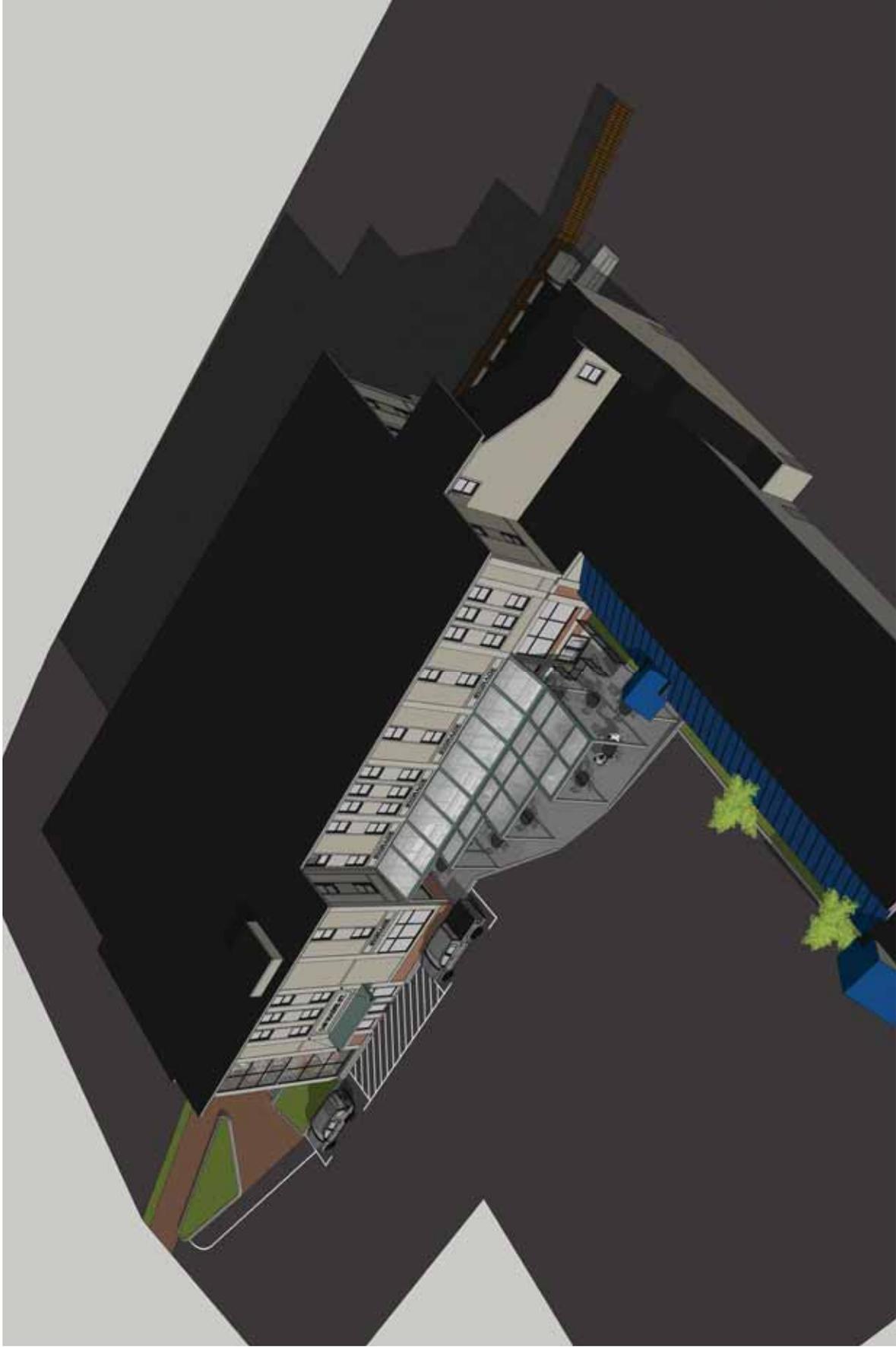
REVISIONS  
 FEBRUARY 20, 2020  
 NOT FOR CONSTRUCTION  
 PROCESS PRINT ONLY

CONSULTANTS:

**RSA**  
 RYAN SEVENTH  
 ARCHITECTURE  
 PROFESSIONAL CORPORATION  
 149 MAINE STREET  
 BRUNSWICK, MAINE

TONTINE MALL RENOVATION  
 149 MAINE STREET  
 BRUNSWICK, MAINE

© 2020 RYAN SEVENTH  
 ARCHITECTURE



## OVERHEAD VIEW 2

V5

© 2000 RYAN SENNATORE ARCHITECTURE

TONTINE MALL RENOVATION  
 149 MAINE STREET  
 BRUNSWICK, MAINE

**RSA**  
 RYAN SENNATORE ARCHITECTURE  
 149 MAINE STREET  
 BRUNSWICK, MAINE 04015  
 TEL: 603.753.1111 FAX: 603.753.1112  
 WWW.RSAARCHITECTURE.COM

CONSULTANTS:

REVISIONS:  
 DATE: \_\_\_\_\_  
 PROJECT NO.: 1100  
 DRAWN BY: RHT  
 CHECKED BY: RAS  
 SCALE: AS NOTED  
 SHEET TITLE: OVERHEAD VIEW  
 2

NOT FOR CONSTRUCTION  
 FEBRUARY 20, 2020  
 PROGRESS PRINT ONLY



TONTINE MALL RENOVATION  
149 MAINE STREET  
BRUNSWICK, MAINE

© 2020 RYAN SENATORE  
ARCHITECTURE

**RSA**  
RYAN SENATORE  
ARCHITECTURE  
149 MAINE STREET  
BRUNSWICK, MAINE 04015  
www.rsaarchitecture.com

CONSULTANTS

REVISIONS  
DATE: FEBRUARY 29, 2020  
DRAWN BY: RJS  
CHECKED BY: RJS  
SCALE: AS NOTED  
SHEET TITLE: PROCESS PRINT ONLY

DATE:  
PROJECT:  
DRAWN BY: RJS  
CHECKED BY: RJS  
SCALE: AS NOTED  
SHEET TITLE:



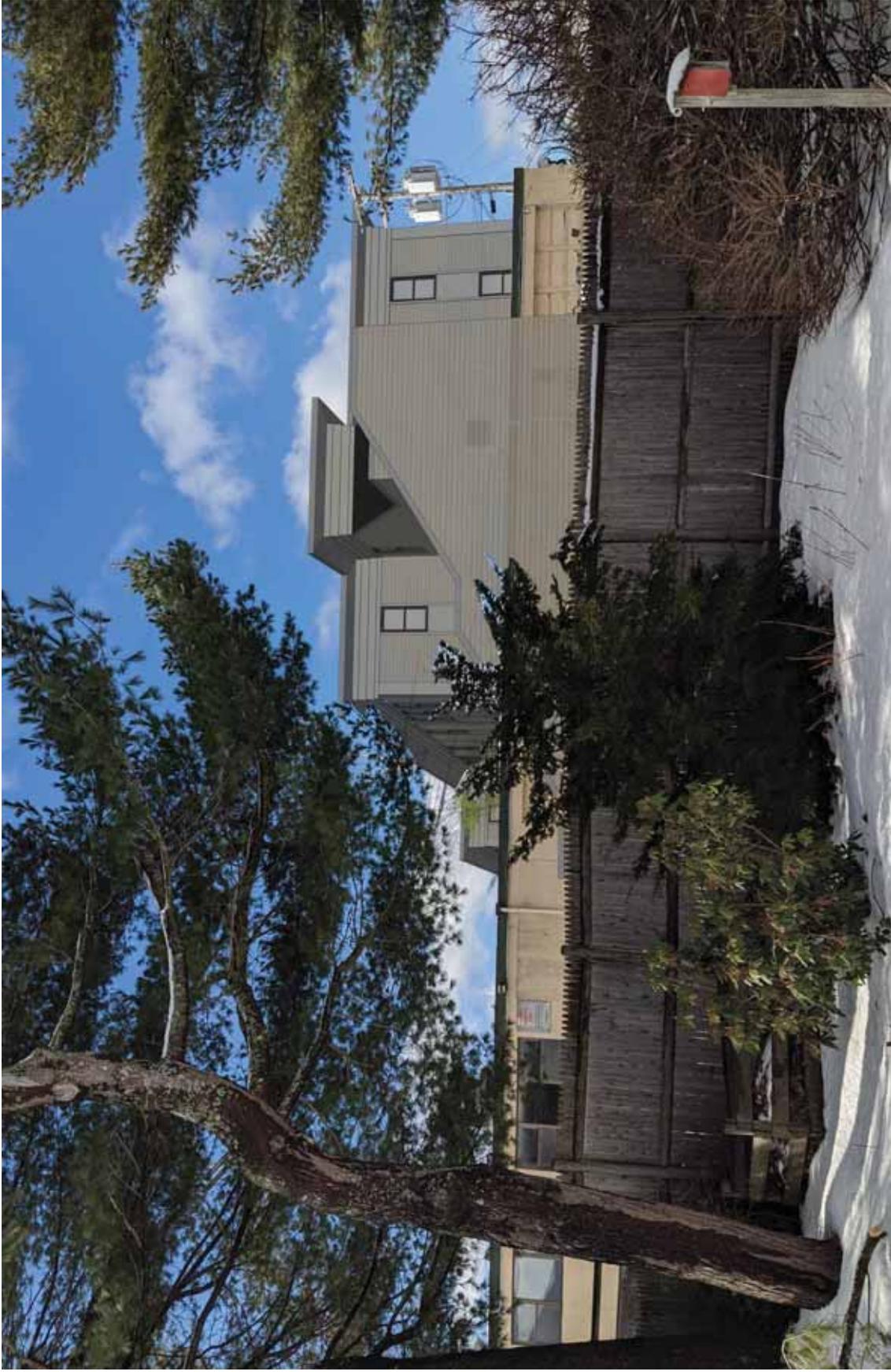
TONTINE MALL RENOVATION  
149 MAINE STREET  
BRUNSWICK, MAINE

© 2019 RYAN SENATORE  
ARCHITECTURE

**RSA**  
RYAN SENATORE  
ARCHITECTURE  
149 MAINE STREET  
BRUNSWICK, MAINE 04015  
TEL: 603.753.1111

CONSULT DATE:

REVISIONS  
DATE: \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_ RIT  
CHECKED BY: \_\_\_\_\_ RJR  
SCALE: \_\_\_\_\_ AS NOTED  
SHEET TITLE: \_\_\_\_\_  
PROGRESS PRINT ONLY  
FEBRUARY 28, 2020



DATE: \_\_\_\_\_  
 PROJECT NO: 1903  
 DRAWING NO: \_\_\_\_\_  
 CHECKED BY: ALS  
 SCALE: AS NOTED

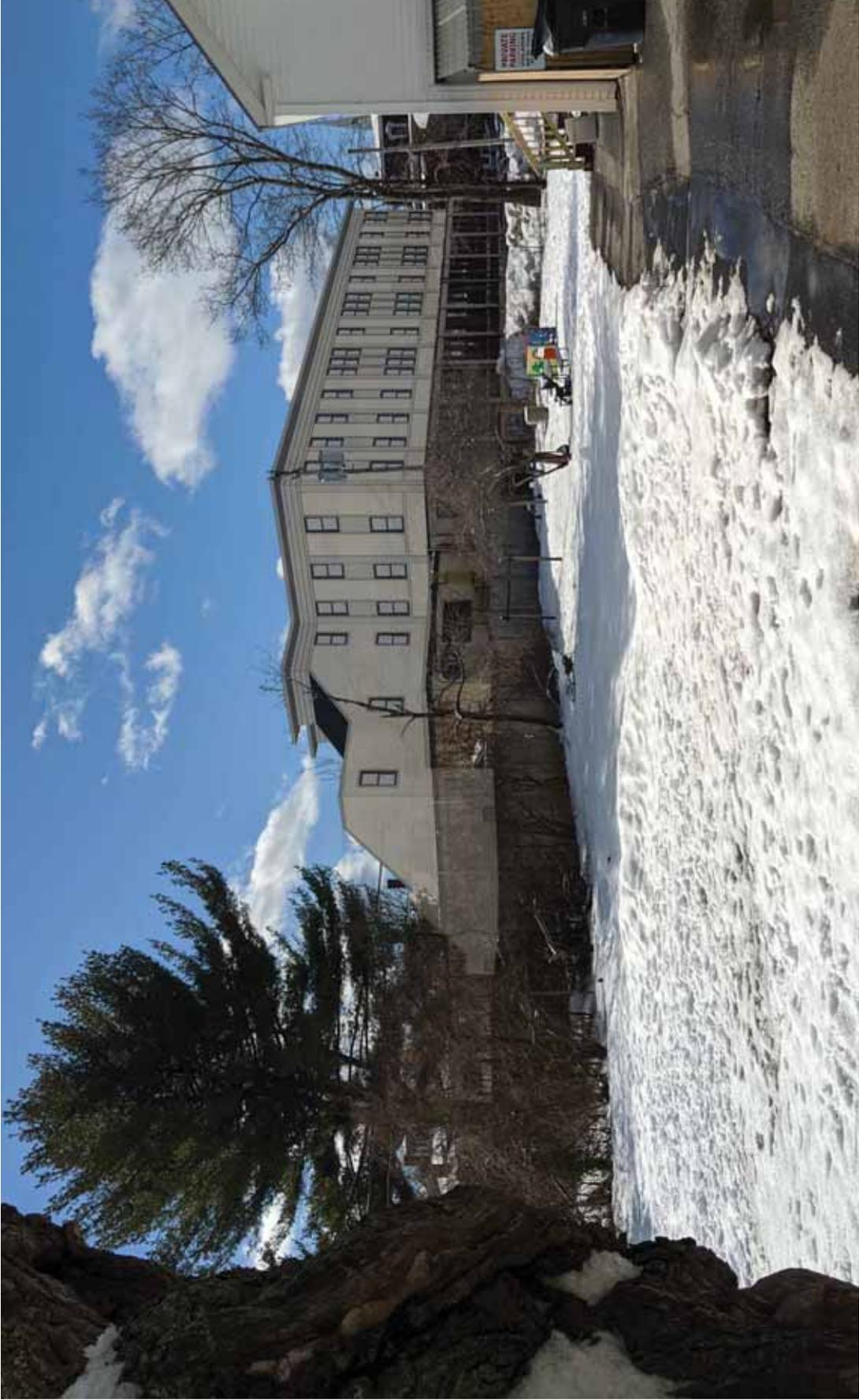
PROJECT TITLE: TONTINE MALL RENOVATION  
 DATE: FEBRUARY 20, 2020  
 NOT FOR CONSTRUCTION

REVISIONS:  
 NO. DATE DESCRIPTION

**RSA**  
 RYAN SENATORE  
 ARCHITECTURE  
 PROFESSIONAL ARCHITECT  
 149 MAINE STREET  
 BRUNSWICK, MAINE

TONTINE MALL RENOVATION  
 149 MAINE STREET  
 BRUNSWICK, MAINE

© 2020 RYAN SENATORE  
 ARCHITECTURE







March 5, 2020

Dan Catlin, CEO

**COMMERCIAL PROPERTIES, INC.**

100 Silver Street  
Portland ME 04101

Re: 11 School Street, Brunswick, Maine  
Structural Evaluation

Dear Dan:

At your request, I visually inspected the exterior, basement, hallway, stairs and attics of the house at 11 School Street in Brunswick, Maine, for the structural condition of the building. The living spaces weren't entered.

The Town of Brunswick Assessor's Online database for Parcel #U13-165, at <https://www.axisgis.com/brunswickme/> shows a building value of \$145,600, and a land value of \$61,500 as of 8/29/2019. The records show two living units and a total of 6 bedrooms in the house, and 2,336 SF of gross living space, on a 0.21 acre property. The replacement cost is listed at \$224,068. The database shows the house to be built in 1900; in my opinion, most parts of the house are of earlier construction than 1900. It has been modified over the years.

The zoning map can be viewed here:

<https://digitalcommons.library.umaine.edu/cgi/viewcontent.cgi?article=7704&context=towndocs>. The lot is inside the Village Review Zone, and is in Zone TC1 (Town Center 1/Maine Street)/GM6 (Growth Mixed-Use 6). See <https://brunswickme.org/DocumentCenter/View/778/Town-of-Brunswick-Zoning-Ordinance-PDF> for the Brunswick Zoning Ordinance.

The building is behind the Tontine Mall, with a shed at the back of the Tontine Mall close to touching the house at the mutual lot line. The front of the house has a small landscaped area at the front. The driveway accessing the Tontine employees parking lot is at the right side of the house, with the paving extended fully to the foundation of the house, and the parking lot is at the back of the house. The parking lot is part of the lot containing the 2-unit house at 11 School Street. The parking lot also includes the dumpster enclosure for the Tontine Mall Building. The house to the right of 11 School Street has a wood stockade fence just inside the lot line, which has an asphalt curbing.



The building is timber and wood-framed, with a two-story main house at the front, and two ells at the back. The house has vinyl siding, wood and vinyl trim, and asphalt composition shingle roofing. The roofing is in generally good condition, with an estimated 10 years of remaining life. The windows, where viewed, are single-pane double-hung windows. Two of the windows at the first floor level by the hatch are in poor condition. The two windows at the back of the back ell are covered with plywood. The trim is in fair to poor condition, including some of the window sills, the trim around the eaves and gable, and some of the vertical wall trim where it is near the soil or asphalt. The front stoop is a concrete slab. The front door is a new metal door.

The front portion of the house may have a crawl space; this wasn't viewed. The middle portion of the house has a full basement with a squared and rubble granite stone foundation. The basement is reached either by an exterior Bilco-type hatch with concrete sides and steps, or by a lightly-framed interior wood stair. The floor of most of the basement is soil with some brick masonry. The basement has an oil tank which is scheduled for removal shortly, as the heat and air conditioning is now provided by two adjacent gas-fired air-to-air heat exchangers which are direct vented to the outside. There are two relatively new electrical panels; some older cloth-covered wiring was visible in the attic.

The foundation walls have some missing stones; some fabric has been pushed into place adjacent to the hatch at the back wall. There has been some shifting of the stones, and some repairs have been made around the top of the wall on the left side with mortared concrete blocks and clay brick masonry. The front and right sides of the foundation are generally larger and better squared and fixed stones; the masonry at the back wall is rubble stone, unmortared, and casually placed.

The basement has a brick masonry chimney at the back; the chimney has been removed from the attic.

The first floor framing appears to be mostly original, and includes timber beams supported by rusted pipe columns and one round wood column, and round and squared joists. Some of the timbers show signs of rot at the bottom face, and some of the floorboards shows rot as well. The columns are set on a wood board, possibly on brick masonry.

The wood framing at the back left corner has replacement joists and the sill at the left side appears to have been replaced. The stone foundation was partially replaced in this location with brick masonry, then some of the brick masonry was replaced with concrete block. There appears to have been a significant amount of water damage over many years in this location, based on the efflorescence on the brick masonry, and the inside of the concrete blocks shows that the water intrusion in this location may be slowed but still ongoing. This wall of the building is adjacent to a grassed cul-de-sac formed by the house and the back wall of the Tontine Mall building. This appears to collect water, with no grade to drain the water away from the foundations.

The back ell and the front section of the house apparently have inaccessible crawl space foundations. The last 6' of the back ell has settled around 3-4" with a visible slope to the roofline.

The house was entered at the front door; there is a small entrance hall with a set of stairs at the left end of the building. These go to a landing at the second floor, then to a door to the attic. The attic roof framing is not visible as lath has been installed on the underside of the framing in the front portion of the house. The lath doesn't appear to have ever been plastered. The floor framing has board sheathing with wide boards and is used for storage.

The roof framing has been opened at the back of the front roof to provide access to the middle ell attic, which has insulation over the floor framing; this wasn't entered. The front roof framing has at least three layers of wood shingles visible inside the attic. There is a former fireplace opening that was framed and is now filled in at the front of the middle attic in the roof framing. This framing has machine-sawn rafters and a ridge board, and board sheathing, and may have been built in 1900.

The two living spaces in the house are currently occupied.

In my opinion, the following work is needed, with estimated costs:

- The front stair would need to be removed and replaced with a stair and handrail meeting the building code requirements, which would have to be fit into the building area. I assume that there is a second interior stair in the living spaces that weren't viewed. This stair may also not meet the building code requirements. This work is estimated at \$8,000 per stairwell, or \$16,000.
- The basement foundation walls need to be renovated. This work is estimated to cost \$4,000.
- The access to the front and back portions of the first floor framing would need to be evaluated, then the first floor framing would need to be repaired as needed. Raising the building by a foot would provide the needed separation between the soil surface and the stormwater coming off this building and the adjacent building and the lowest point of the wood framing. When this is done, the settled bay at the back of the building could be leveled out. This work is estimated to cost \$50,000.
- The window sills need to be replaced all around the building, and once the trim was cleaned, any trim in need of replacement could be determined. The windows need, as a minimum, to have the glazing replaced where broken, and storm windows added. This is estimated to cost \$5000.
- Repairs and repainting of the trim is estimated to cost \$8,000.
- The living spaces provided would have no garden or lawn areas; this isn't a code requirement. The stormwater drainage around the building needs to be gathered with gutters and downspouts to the stormwater sewer, and a French drain or some other method of forcing the stormwater at the ground well away from the foundations of the adjacent buildings. This work is estimated to cost \$6000.

This identified work comes to an estimated \$89,000.

In my opinion, the owner can't fix this building up as a reasonably code-compliant residential property and get any return from the investment.

Thank you for the opportunity to provide engineering services to you. Please call me if you have further questions.

Yours truly,

**CRITERIUM ENGINEERS**



Helen C. Watts, P.E.  
Senior Engineer



Attachments: Photos  
Resume

**March 5, 2020**  
**15 Pages**

**ATTACHMENT A  
PHOTOGRAPHS**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

**Date:**  
March 3, 2020



**Description:**

Front Exterior

**Photo Number**

**1**



**Description:**

Back and Right  
Exterior

**Photo Number**

**2**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

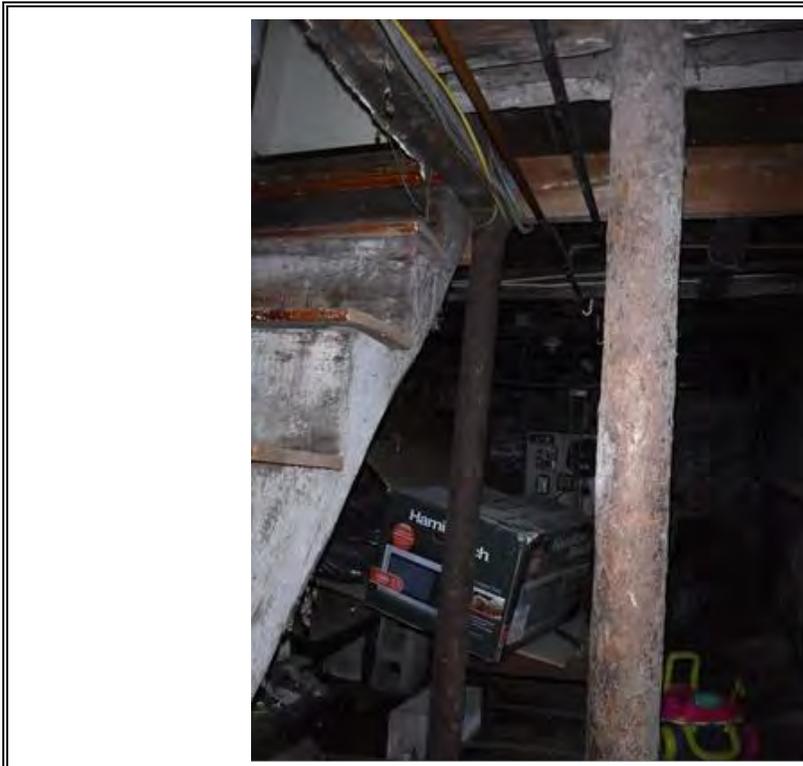
**Date:**  
March 3, 2020



**Description:**

Back and Left  
Exterior

**Photo Number**  
**3**



**Description:**

Steel and Wood  
Columns in  
Basement

**Photo Number**  
**4**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

**Date:**  
March 3, 2020



**Description:**

Fabric Stuffed in  
Loose Masonry at  
Back Wall of  
basement.

Beam with Rot

**Photo Number**  
**5**



**Description:**

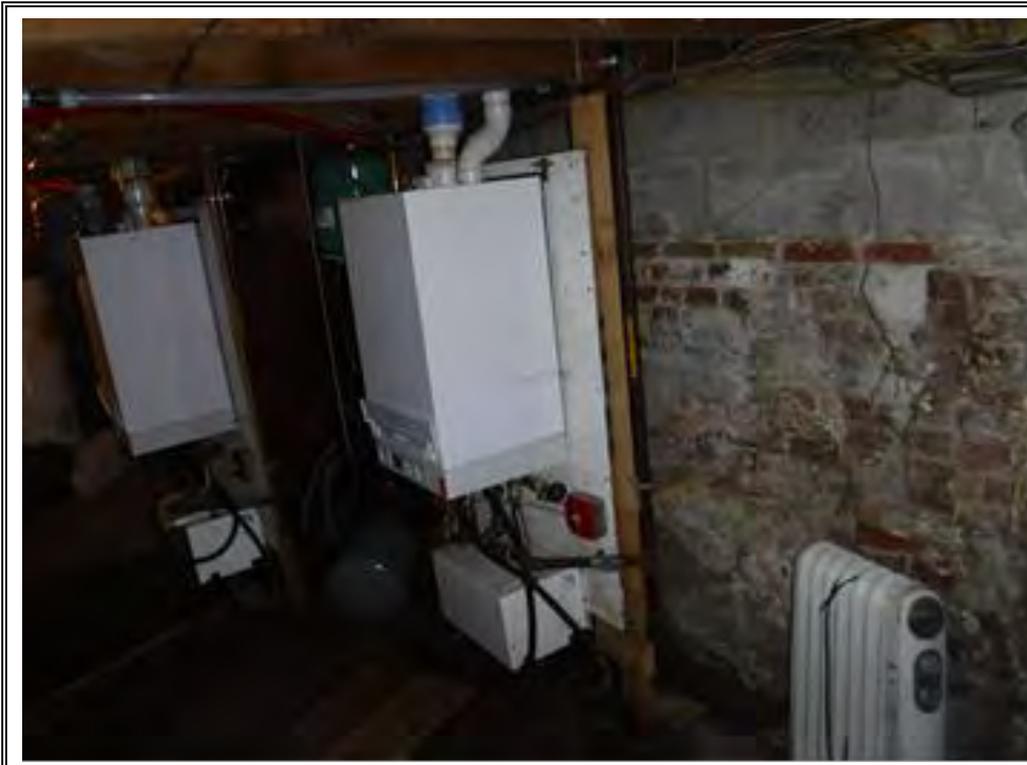
Back Right  
Corner of  
Basement, Large  
Dressed Stones in  
Foundation Wall

**Photo Number**  
**6**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

**Date:**  
March 3, 2020

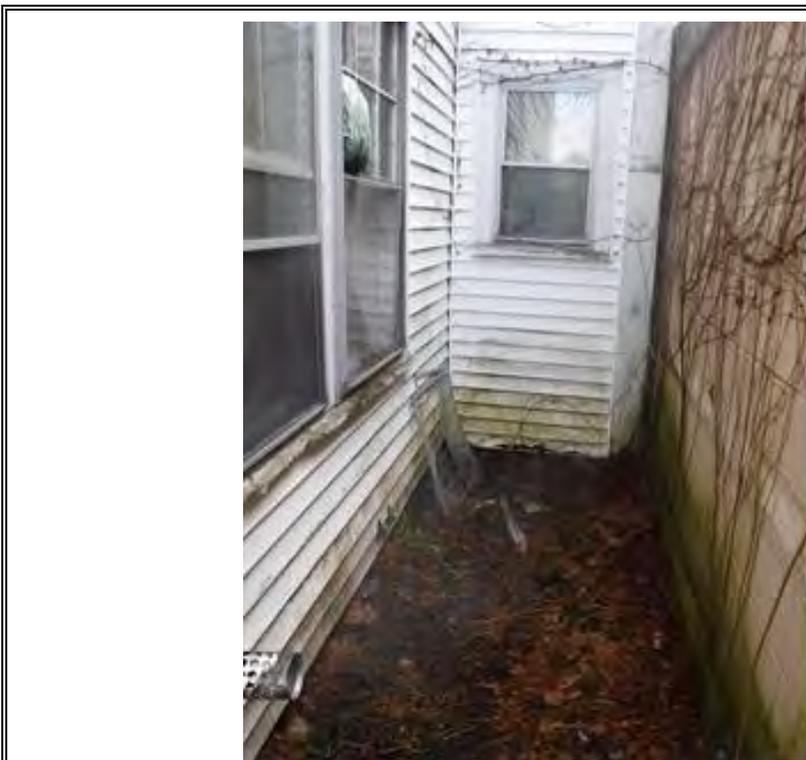


**Description:**

Left Foundation  
Wall with  
Repaired Brick  
and CMU  
Masonry

**Photo Number**

**7**



**Description:**

Cul de sac  
Outside of Left  
Wall. Note  
Rotted Window  
Sills and Eroded  
Topsoil Where  
Water is Trapped

**Photo Number**

**8**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

**Date:**  
March 3, 2020

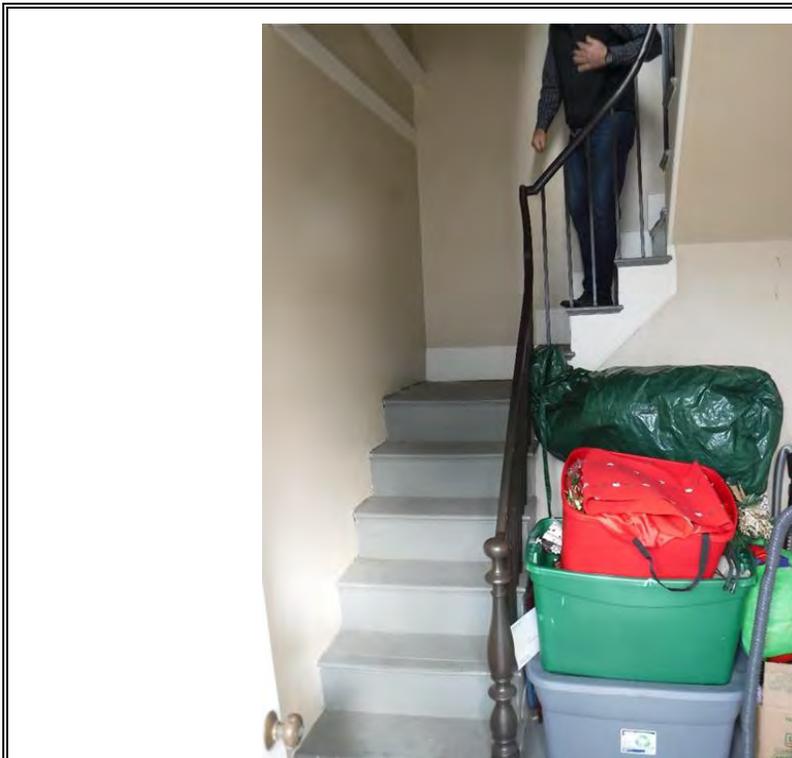


**Description:**

Deteriorated  
Window and  
Eaves Trim, Trim  
near Ground and  
Window Sills

**Photo Number**

**9**



**Description:**

Interior Stair at  
Hall – Inadequate  
Treads, Handrail

**Photo Number**

**10**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

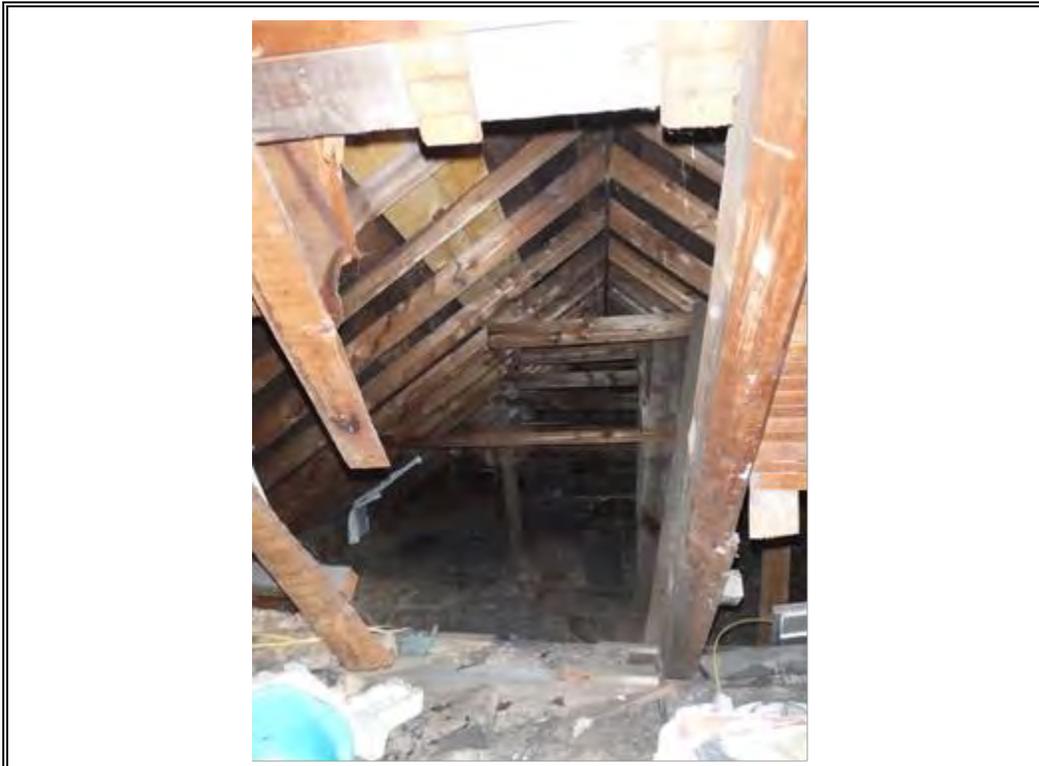
**Date:**  
March 3, 2020



**Description:**

Attic, Front of Building

**Photo Number**  
**11**



**Description:**

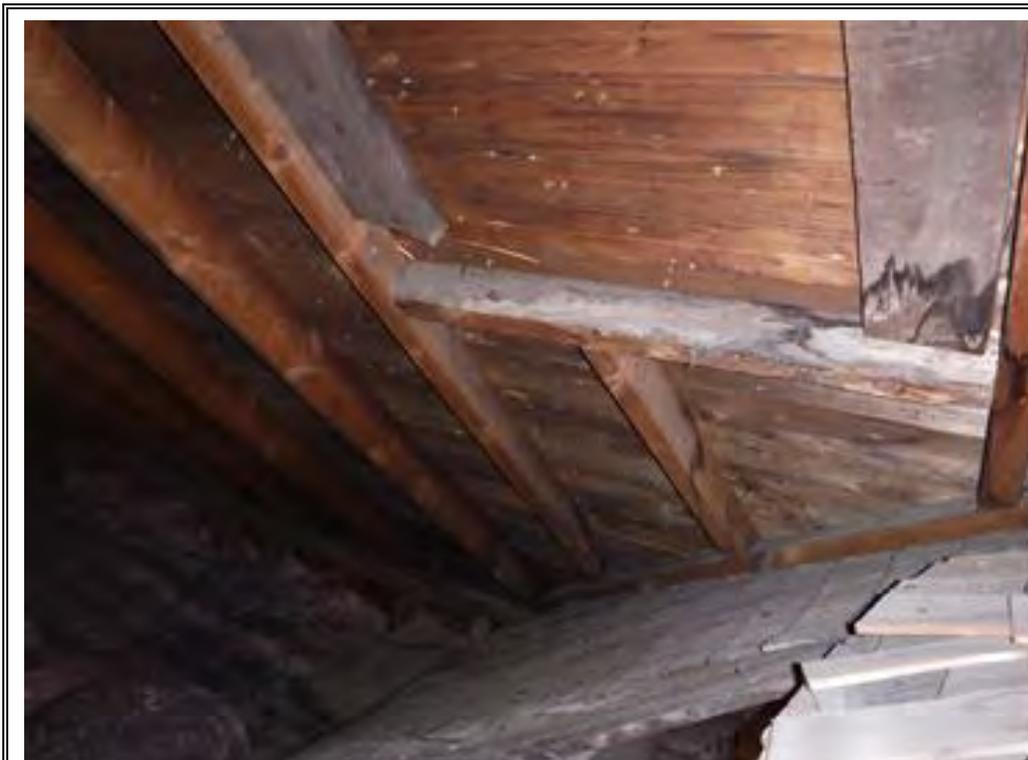
Attic, Center of Building

**Photo Number**  
**12**

**Location:**  
11 School Street  
Brunswick, Maine 04011

**Photo Taken by:**  
Helen Watts, P.E. (ME)

**Date:**  
March 3, 2020

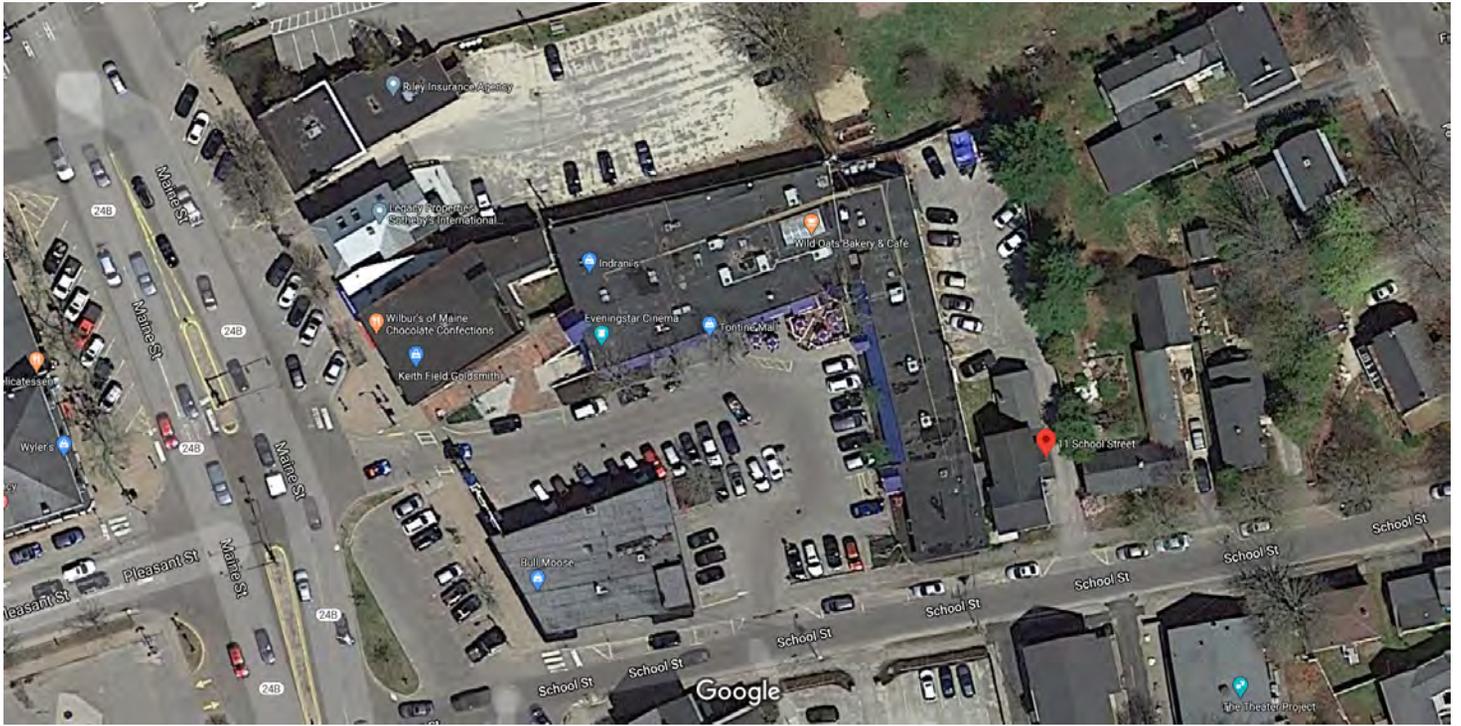


**Description:**

Former Location  
of Chimney at  
Back of Front Part  
of Building

**Photo Number**

**13**



Imagery ©2020 Maine GeoLibrary, U.S. Geological Survey, Map data ©2020 20 ft



11 School St  
Brunswick, ME 04011

-  Directions
-  Save
-  Nearby
-  Send to your phone
-  Share

Photos



**ATTACHMENT B**  
**RESUME**

Helen C. Watts, P.E.  
*Senior Engineer*



Helen Watts practices structural engineering with PE licensure in four states, with over 40 years of experience in construction, facilities engineering, inspection, and structural design for repairs, new construction, and building modifications.

Her experience includes hundreds of residential and commercial building inspections, remediation and remodeling designs, forensic investigations, and design for new construction on commercial, industrial, condominium and residential properties, as well as construction management and inspection.

For over 12 years, she worked as a Principal at Helen Watts Engineering PLLC performing inspections and design for wood, timber, masonry, concrete, and steel structures.

Helen has taught a variety of courses to engineers and the trades, including developing a curriculum and teaching the first course of structural engineering for timber framers at KVCC, and teaching structural engineering for the PE preparation course for mechanical engineers.

#### EDUCATION AND PROFESSIONAL AFFILIATION

University of New Hampshire, Durham, NH – 1980, BS Civil Engineering  
 University of Maine, Orono, ME – 1983, 5<sup>th</sup> Year Certificate, Pulp and Paper Manufacturing  
 Licensed Professional Engineer: Maine, New Hampshire, Massachusetts, Hawaii  
 Certifications: NCEES, SECB, MaineDOT LPA  
 Memberships: Structural Engineers Association of Maine  
                   Timber Guild Engineering Council  
                   ASCE Fellow, Lead for 2 Areas for Maine Infrastructure Grade 2008 -  
                   Society of Women Engineers  
 Pejepscot Terrace, Brunswick, ME – Chair of the Board  
 Author: The Graphic Handbook of the Pretty Good House (2013)  
           Volume 2, The Pretty Good House (2016)

#### WHY I DO WHAT I DO

*I want to help every building be the best it can be, and every building owner get the most out of their building dollar. Buildings should be healthy, comfortable, robust and sustainable. My work impacts the productivity of the building occupants, the carbon footprint during construction and maintenance, and the bottom line of the owners. I love finding the little problems that can be big possibilities instead of bad surprises.*

#### WHY CRITERIUM ENGINEERS

*Criterion Engineers serves a wide variety of clients across the country, and I like the challenge of assisting Criterion Franchises. I also like the care taken in producing high-quality reports.*

## PROJECT HIGHLIGHTS

- Inspection and report on the Gedney House, Salem, MA, owned by Historic New England and built in 1665 – Structural adequacy, durability, and ideas for the use of the building as a museum of timber and wood construction methods.
- Hathorn Block, Bowdoinham, ME – Structural evaluation and repair planning, new masonry openings, plus structural design to bring 5 stories of 1849 timber framing up to modern building code floor loadings and to provide an elevated concrete deck.
- New private residence and cottage, Biddeford, Maine – Evaluation of existing retaining wall, and design and permitting of new retaining wall under new Maine Sand Dune regulations, structural design of two new buildings, weekly construction inspection through completion of structural framing.
- Horizontal boring machine, Portsmouth Naval Shipyard, Kittery, ME – Design of foundation and installation of the foundation and the horizontal boring machine in the Controlled Industrial Access area of the shipyard
- Portland House, Portland, ME – Inspection, development of repair plans and specifications, project contracting assistance and construction inspection, repairs to 3-level parking garage. Also, repairs to the masonry exterior, and planning of work for the handrail attachment to the balcony decks.
- Danforth Heights, Portland, ME – Investigation, report, repair planning, specifications and drawings, contracting assistance, construction inspection, repairs to masonry façade to stop water intrusion. Also, inspections of 43 units of low-income townhouses with reports for maintenance planning.

hwatts@criterium-engineers.com – Phone #: 207-869-4208, Cell #: 207-522-9366  
5 Depot Street, Suite 23, Freeport, ME 04032

# Town of Brunswick, Maine

## DEPARTMENT OF PLANNING AND DEVELOPMENT

---

### MEMORANDUM

---

**TO:** Planning Board

**FROM:** Matt Panfil, AICP CUD, Director of Planning & Development

**DATE:** April 14, 2020

**SUBJECT:** Workshop – Zoning Ordinance Update – Municipal Uses and Maximum Building Footprint Standards

---

#### I. INTRODUCTION:

*Table 4.2.3: Dimensional and Density Standards for Growth Area Zoning Districts* of the Town of Brunswick Zoning Ordinance restricts the maximum building footprint per structure within the Growth Mixed-Use 5 (GM5) District to 20,000 square feet. A preapplication review of a site plan for a municipal project within the GM5 revealed that proposal exceeded the 20,000 square foot maximum. The project architect estimated that in order to meet the standard by redesigning the structure to be two-stories instead of one-story would cost an additional \$816,000. Planning staff was asked to prepare potential zoning ordinance amendments for Town Council consideration. At their March 16, 2020 meeting, the Town Council reviewed five (5) options drafted by staff and forwarded this item to the Planning Board for its consideration and recommendation.

#### II. 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**

**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 <sup>[1]</sup>	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN <sup>[2]</sup>
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I, I-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. <sup>[22]</sup>	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 see definition)	8	4	6 <sup>[3]</sup>	6	7	10	5	6	6	6	10	10	15	6	n/a	24	6	12	24 <sup>[4]</sup>	5 <sup>[5]</sup>	24	10	n/a	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 <sup>[12]</sup>	n/a	75	65	65	65	40	65	50	50	n/a	n/a	
Building frontage, min. (% of lot width)															75 <sup>[6]</sup>											n/a	
Building frontage, max. (% of lot width)															100 <sup>[7]</sup>											n/a	
Front setback, min. (feet) <sup>[8]</sup>	0	15	20	20	15	15	20	20	20	20	15	30	0	15	0 <sup>[12]</sup>	0	20	15 <sup>[19]</sup>	15	15	10	15 <sup>[19]</sup>	0	10	0	n/a	
Build-to Zone (feet) <sup>[8]</sup>															0-5 <sup>[10]</sup>											n/a	
Rear setback, min. (feet)	0	20	20	20	20	15	20	20	20	20	20	30	15	15	0 <sup>[12]</sup>	0	30	15 <sup>[19]</sup>	15 <sup>[19]</sup>	15	10	15 <sup>[19]</sup>	20	20	20	n/a	
Side setback, min. (feet)	0	15	15	15	15	15	15	15	15	15	15	15	0	20	0 <sup>[12]</sup>	0	30	15 <sup>[19]</sup>	15 <sup>[19]</sup>	15	10	15 <sup>[19]</sup>	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 <sup>[11]</sup>	70	100 <sup>[12]</sup>	100	50	60	50	50	50	50	80	80	10	<sup>[2]</sup>	
Building height, min. (feet)	24														24 <sup>[13]</sup>	24										n/a	
Building height, max. feet. <sup>14]</sup>	50	35	35	35	35	35	35	35	35	40	35	60	60	45	40 <sup>[15]</sup>	50	40	70 <sup>[20]</sup>	45	35	70	55	100	60	35	n/a	
Building footprint per structure, max. (1,000 square feet)	20 <sup>[3]</sup>	5	5	5 <sup>[16, 19]</sup>	5 <sup>[19]</sup>	7.5	5	5	5	20	5	30 <sup>[21]</sup>	50 <sup>[18]</sup>	<b>20<sup>[23]</sup></b>	n/a <sup>[12]</sup>	n/a	25% of lot size	n/a	8.5	5 <sup>[17]</sup>	n/a	n/a	n/a	n/a	n/a	n/a	

**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 <sup>[1]</sup>	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN <sup>[2]</sup>
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I, I-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 Subsection 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**



**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 <sup>[1]</sup>	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN <sup>[2]</sup>
	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

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 Subsection 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.**

**New Text in Bold Underline**  
~~Deleted Text in Strikethrough~~

### 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 <sup>[1]</sup>	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN <sup>[2]</sup>
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I, 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
Lot area, min. <sup>[22]</sup>	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 <sup>[3]</sup>	6	7	10	5	6	6	6	10	10	15	6	n/a	24	6	12	24 <sup>[4]</sup>	5 <sup>[5]</sup>	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 <sup>[12]</sup>	n/a	75	65	65	65	40	65	50	50	n/a	n/a	
Building frontage, min. (% of lot width)															75 <sup>[6]</sup>											n/a	
Building frontage, max. (% of lot width)															100 <sup>[7]</sup>											n/a	
Front setback, min. (feet) <sup>[8]</sup>	0	15	20	20	15	15	20	20	20	20	15	30	0	15	0 <sup>[12]</sup>	0	20	15 <sup>[19]</sup>	15	15	10	15 <sup>[19]</sup>	0	10	0	n/a	
Build-to Zone (feet) <sup>[8]</sup>													<sup>[9]</sup>		0-5 <sup>[10]</sup>											n/a	
Rear setback, min. (feet)	0	20	20	20	20	15	20	20	20	20	20	30	15	15	0 <sup>[12]</sup>	0	30	15 <sup>[19]</sup>	15 <sup>[19]</sup>	15	10	15 <sup>[19]</sup>	20	20	20	n/a	
Side setback, min. (feet)	0	15	15	15	15	15	15	15	15	15	15	15	0	20	0 <sup>[12]</sup>	0	30	15 <sup>[19]</sup>	15 <sup>[19]</sup>	15	10	15 <sup>[19]</sup>	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 <sup>[11]</sup>	70	100 <sup>[12]</sup>	100	50	60	50	50	50	50	80	80	10	<sup>[2]</sup>	
Building height, min. (feet)	24														24 <sup>[13]</sup>	24										n/a	
Building height, max. feet <sup>[14]</sup>	50	35	35	35	35	35	35	35	35	40	35	60	60	45	40 <sup>[15]</sup>	50	40	70 <sup>[20]</sup>	45	35	70	55	100	60	35	n/a	
Building footprint per structure, max. (1,000 square feet)	20 <sup>[3]</sup>	5	5	5 <sup>[16], 19]</sup>	5 <sup>[19]</sup>	7.5	5	5	5	20	5	30 <sup>[21]</sup>	50 <sup>[18]</sup>	<del>20</del> 30	n/a <sup>[12]</sup>	n/a	25% of lot size	n/a	8.5	5 <sup>[17]</sup>	n/a	n/a	n/a	n/a	n/a	n/a	

**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 <sup>[1]</sup>	GM5	GM6	GM7	GM8	GC1	GC2	GC3	GC4	GC5	GA	GI	GO	GN <sup>[2]</sup>
	1997 Zoning District	R-R	R1 & 8	R2	R3, 4, 5, 6	R7	TR1	TR2	TR3 & 4	TR5	MU2	MU3 & 6	MU4 I1, I-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 Subsection 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) ---

**157 Pleasant from the tax card is 23984 + 36 = 24,020 square feet**

<b>BUILDING SUB-AREA SUMMARY SECTION</b>						
<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>
<b>BAS</b>	<b>First Floor</b>	<b>23,984</b>	<b>23,984</b>	<b>23,984</b>	<b>92.33</b>	<b>2,214,539</b>
<b>CAN</b>	<b>Canopy</b>	<b>0</b>	<b>36</b>	<b>7</b>	<b>17.95</b>	<b>646</b>
<b><i>Ttl. Gross Liv/Lease Area:</i></b>		<b>23,984</b>	<b>24,020</b>	<b>23,991</b>		<b>2,215,185</b>

### III. ATTACHMENTS

- A. Memorandum from John Eldridge, Town Manager, to the Town Council, dated March 11, 2020
- B. Cost analysis (via Email from Rob Frank of WBRC Architects and Engineers to John Eldridge) of a one-story versus two-story structure, dated February 28, 2020

# Town of Brunswick, Maine

OFFICE OF THE TOWN MANAGER

---

## MEMORANDUM

---

**TO:** Town Council

**FROM:** John Eldridge  
Town Manager

**DATE:** March 11, 2020

**SUBJECT:** Fire Station Project

---

The Town has acquired five of the eight lots and has options to purchase the remaining three lots. We expect to close on one of the lots within the month, with closings on two other lots to occur by the first of May.

The architect continues to prepare the design plans and specifications suitable for soliciting competitive construction bids. Part of that work includes the preparation of a site plan to be submitted to the Planning Board for review pursuant to the Brunswick Zoning Ordinance. We have conducted a preliminary review of that plan and have determined that a Zoning Ordinance amendment is required in order to site the project at the selected location. The current ordinance limits the building footprint to 20,000 square feet. Depending on alternative selected, the project as presented to the Council, excluding the add alternatives, has a footprint of at least 23,542 square feet.

We have reviewed the zoning ordinance requirement with the architect to determine whether the design could be modified to limit the footprint to 20,000 square feet. While the building design could be modified to incorporate a second floor, such a configuration was considered by the Fire Station Task Force. It was determined that a second floor would cost more to accommodate the desired level of programming. Further, most likely the sleeping quarters would be located on the second floor. While that has been a traditional fire station design, it is now thought to be less desirable because it presents more injury risk to the firefighters and it may result in slower response times.

The architect was asked, and has provided, an explanation of the cost differential between a one and two story station. That summary is attached.

I also asked Matt Panfil, Director of Planning and Development, to develop potential Zoning Ordinance amendments that would allow the construction of the fire station exceeding 20,000 square feet. He has developed five options. Should the Council be amenable to changing the ordinance, we would recommend that these options be forwarded to the Planning Board for its consideration and recommendation, as any zoning amendment requires a recommendation from the Planning Board.

We are prepared to answer your questions on March 16<sup>th</sup>.

attachments

**John Eldridge**

---

**From:** Rob Frank (WBRC AE) <rob.frank@wbrcae.com>  
**Sent:** Friday, February 28, 2020 4:18 PM  
**To:** John Eldridge  
**Cc:** Ken Brilliant; Bob@Mitchell-Architects.com; Mat Ward (WBRC AE)  
**Subject:** 4219.01 - Brunswick Fire Station - 1 vs 2 Story Synopsis  
**Attachments:** 1v2 story analysis.pdf

**Importance:** High

Good afternoon:

Per your request, please consider this response and the attached SOP cost impact a response to converting the Station from 1-story to 2-story to remain below a 20,000 SF footprint.

We have identified the three following issues related to safety, cost, and functionality for a 2 vs 1 story building.

Item No. 1 – Safety concerns: In addition to the risks inherent with fighting fires, firefighters face dangers that include exposure to carcinogenic byproducts of combustion and accidents that occur in the fire station. From the beginning of this project, the design of the Brunswick fire station has been focused on providing the safest workplace and workflow for the firefighters. Fundamental to this is having the path of movement from living space to fire apparatus as safe as possible. This is especially the case when alarms occur at night where a sleeping firefighter would be required to navigate stairs or a pole immediately upon waking, regardless of the stage of sleep the firefighter is in. The best solution is having the living quarters on the first floor, and avoiding vertical movement by stairs or pole altogether.

Item No. 2 – Cost Impacts: Designing a station that contains between 24 and 30 KSF of program area to the desired budget identified during the conceptual study phase required selections of room size, circulation, and positioning that was most cost-effective, including provisions for alternate bid items. Per the attached cost impact breakdown, we anticipate that 1,971 SF of additional space would be required for horizontal and vertical circulation (stair towers, elevator, elevator machine room, etc.), not including potential space for janitor, laundry, or storage conveniently located to support a fully functional second floor. In addition, costs associated with structural fireproofing and elevator equipment are identified. We did not carry increased costs to upgrade foundations and structural systems per IBC for a 2-story critical use facility, noting that we would realize some cost savings for reduced foundations and roof area in exchange. The rough estimate of this impact to budget is \$815,900 +/- 10%.

Item no. 3 – Fully functional program and future expansion exceeding 20 ksf: If we relocate the residential/exercise spaces to the second floor to allow first floor functions to remain as-is, we anticipate a ground floor footprint of 19,404 SF. If we include the alternate bid bunk rooms on the second floor, that does not change footprint. However, if we add either alternate space for the additional apparatus bay or museum-lobby we will exceed 20,000 sf of footprint. While museum-Lobby and additional bunk rooms could be added after completion of the base bid construction, adding the apparatus bay requires acceptance and construction at the same time of the base bid construction due to positioning (between) other program areas. This would suggest that if favorable bids are received and the apparatus bay is chosen to advance as part of the upcoming construction effort, we would again be faced with requesting a footprint exceeding 20,000 SF during a 45 day-window when competitive bids are held open for acceptance.

Please call if questions.

Best regards,

**Robert M. Frank, III, P.E., LEED AP**

**COMMERCIAL/CIVIC STUDIO DIRECTOR, PRINCIPAL**

*Maine Licensed Professional Engineer, also licensed in NV, NY and N.B.*



207.947.4511 x248

207.745.2852 cell

44 Central Street

Bangor, ME 04401

wbrcae.com | Facebook | LinkedIn | Twitter

---

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Brunswick Fire Station 1 Story vs 2 Story Comparison  
2/28/2020

Area	1 Story Base Bid	2 Story Option Base Bid	1 Story Alternate Bid	2 Story Option Alternate Bid
<b>First Floor</b>	<b>23,542 SF</b>	<b>19,404 SF</b>	<b>26,258 SF</b>	<b>19,404 SF</b>
Office Admin/Assembly	5,835 SF	5,835 SF	6,574 SF	5,835 SF
Apparatus Bay	8,315 SF	8,315 SF	9,608 SF	8,315 SF
Residential/Exercise	4,725 SF	SF	5,409 SF	SF
Storage/Mechanical	4,667 SF	4,624 SF	4,667 SF	4,624 SF
Stair 1	0 SF	225 SF	0 SF	225 SF
Stair 2	0 SF	225 SF	0 SF	225 SF
Elevator/Machine Room	0 SF	180 SF	0 SF	180 SF
<b>Mezzanine</b>	<b>1,810 SF</b>	<b>1,810 SF</b>	<b>1,810 SF</b>	<b>1,810 SF</b>
<b>Second Floor</b>	<b>0 SF</b>	<b>6,109 SF</b>	<b>0 SF</b>	<b>6,793 SF</b>
Residential/Exercise	0 SF	4,768 SF	0 SF	5,452 SF
Stair 1	0 SF	200 SF	0 SF	200 SF
Stair 2	0 SF	200 SF	0 SF	200 SF
Elevator	0 SF	100 SF	0 SF	100 SF
Circulation	0 SF	841 SF	0 SF	841 SF

Total Bldg Area	25,352	27,323	28,068	28,007
Total Bldg Foot Print	<b>23,542</b>	19,404	<b>26,258</b>	19,404
ABI 1 Apparatus Bay 1,293SF	NIC	NIC	Included	<b>NIC</b>
ABI 2 Bunkrooms 684SF	NIC	NIC	Included	Included
ABI 3 Musuem 739SF	NIC	NIC	Included	<b>NIC</b>

Base Bid 2 Story Additional SF	1,971 SF
Construction Est. Cost/SF	\$348
Add SF cost	\$685,908
Fire proof 2nd floor structure \$9/SF	\$54,981
Elevator	\$75,000

**2 Story Option Estimated Total Cost Increase** **\$815,889** +/- 10%

19,404 Plus  
ABI-1 = 20,697 footprint  
ABI-3 = 20,143 SF  
Both 1&3 = 21,436 SF footprint  
Acceptance of EITHER ABI #1 or #3 exceeds 20,000 SF





**Town of Brunswick, Maine**

**PLANNING BOARD**

85 UNION STREET, BRUNSWICK, ME 04011

**PLANNING BOARD AGENDA  
BRUNSWICK TOWN HALL  
85 UNION STREET  
TUESDAY, APRIL 14, 2020, 7:00 P.M.**

**THIS MEETING IS BEING CONDUCTED VIA ELECTRONIC DEVICES WITH PLANNING BOARD MEMBERS PARTICIPATING FROM REMOTE LOCATIONS.**

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

**THE PUBLIC CAN VIEW OR LISTEN TO THE MEETING ON TV3 (CHANNEL 3 ON COMCAST) OR VIA LIVE STREAM FROM THE TOWN'S WEBSITE: <http://tv3hd.brunswickme.org/CablecastPublicSite/watch/1?channel=1>**

**THE PUBLIC MAY PROVIDE COMMENT VIA EMAIL ([mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)) PRIOR TO THE MEETING OR THEY MAY PROVIDE LIVE COMMENT VIA ZOOM VIDEO CONFERENCING AT: <https://zoom.us/j/699619314> OR VIA TELEPHONE AT: (301)715-8592; MEETING ID: 699 619 314**

- 1. Case #20-013 Environmental Resource Center:** The Planning Board will hold a PUBLIC HEARING and take action 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 Planning Board will review and take action on a **Final Plan** application submitted by Sitelines PA on behalf of Brunswick Landing Condominiums LLC for the development of eight (8) single family dwelling 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. Case #20-015 Tontine Mall Redevelopment** – The Planning Board will review and take action on a **Sketch Plan** application submitted by Sitelines PA on behalf of Tontine Maine LLC for the redevelopment of the Tontine Mall property at 149 Maine Street to include 16 dwelling units and the demolition of neighboring 11 School Street. The subject lots (Map U13, Lots 164 & 165) are within the **GM6 (Growth Mixed Use 6) Zoning District and the VRO (Village Review Overlay) District.**
- 4. Workshop** – Upon the recommendation of the Town Council at its meeting on March 16, 2020, the Planning Board 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 and 300 feet for Conditional Use or Special Use Permits. Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. Individuals needing auxiliary aids for effective communications please call 725-6659 or TDD 725-5521. This meeting will be televised.*

**5. Other Business**

**6. Approval of Minutes**

**7. Adjourn**

**BRUNSWICK PLANNING BOARD  
MEETING MINUTES  
SEPTEMBER 30, 2019**

**MEMBERS PRESENT:** Chair Charlie Frizzle, Vice Chair Bill Dana, Jane Arbuckle, Robert Burgess, Alison Harris, and Sande Updegraph

**MEMBERS ABSENT:** Kelly Matzen

**STAFF PRESENT:** Jared Woolston, Town Planner

A meeting of the Brunswick Planning Board was held on Monday, September 30, 2019, in Council Chambers, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

**1. Case #19-033 Midcoast Healing Conditional Use:** The Planning Board will hold a PUBLIC HEARING and take action on a Conditional Use Permit application submitted by Midcoast Healing to convert a portion of the building at 14 Industrial Parkway to a Marijuana Cultivation Facility. The subject lot (Map 17, Lot 54) is within the GI (Growth Industrial) Zoning District.

Jared Woolston introduced the Conditional Use Permit application. Jared clarified that there is no LLC set up for this project and the applicant is really Zachariah Dennen and the project is for Midcoast Healing. Jared pointed out that this use has been in this building for roughly five years and a project recently approved by the Planning Board is moving in. It was during inspection for the new tenants that this use was discovered and Zachariah was told he needed to obtain permits.

Motion by Bill Dana to deem the conditional use permit application complete. Motion seconded by Sande Updegraph, approved unanimously.

Applicant, Zachariah Dennen reiterated that he has been in the location for five years and feels as though it is a good fit. He stated he is here to get the new permits as required by the Brunswick Zoning Ordinance. Inspections have been conducted and this is his final step.

Charlie Frizzle asked if there would be any external changes. Zachariah Dennen replied that he does not do anything external, everything is internal.

Rob Burgess asked for clarification in the security changes. Zachariah Dennen replied that after discussion with Commander Waltz of the Brunswick Police Department, he has gone out and purchased and installed what was recommended and referenced in the packet materials.

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

Members made minor language changes to the Findings of Fact.

**MOTION BY JANE UPDEGRAPH THAT THE CONDITIONAL USE PERMIT IS APPROVED WITH THE FOLLOWING CONDITIONS:**

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

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

**MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

Sande Updegraph thanked the applicant for the good neighbor plan submitted in the application.

**2. Case #19-038 Wild Oats, Brunswick Landing Conditional Use Permit:** The Planning Board will hold a PUBLIC HEARING and take action on a Conditional Use Permit application submitted by Wright-Pierce on behalf of the Wild Oats Bakery to construct a 19,064 square foot restaurant and dining facility on Admiral Fitch Avenue. The subject lot (Map 40, Lot 223) is within the GI (Growth Industrial) Zoning District.

Jared Woolston introduced the application.

**MOTION BY BILL DANA TO DEEM THE CONDITIONAL USE PERMIT APPLICATION COMPLETE. MOTION SECONDED BY ALISON HARRIS, APPROVED UNANIMOUSLY.**

Jan Wiegman of Wright Pierce provided a brief overview of the Conditional Use application. He stated that Wild Oats will have a similar use as Flight Deck which is also located in this zone. They see this as a supportive use in the industrial area that would be used by the local industries and does meet all the other zoning uses. They do not see a major impact with regards to traffic.

Rob Burgess noted that they are requesting 52 additional parking spaces; isn't there an implication that there is going to be a lot of traffic? Jan Wiegman replied that the new spaces are primarily for customer parking while the shared parking between the Flight Deck and the Real School will be for employees and occasionally for overflow parking during busy times. Jan explained that the prime time for Wild Oats is typically the morning and lunchtime. They may overlap with Flight Deck during the afternoon, but not in the evening. The traffic patterns of the neighbors of Wild Oats differs. Rob asked what the determining factor in saying that there will not be an increase in traffic use. Have they conducted a traffic count? How do they come to the conclusion that there will be no increase? Jared Woolston reviewed the traffic standard and stated that the point Jan is trying to make it that this use will not generate more traffic then the business that are already established. Rob clarified that it is traffic that is consistent with what is already there.

Bill Dana noted that the applicant was adding fill to raise the building above the existing soil level and by asked how much. Jan Wiegman replied that they area raising it about a foot and a half. They are doing this because it will assist in some of the draining issues and also because the Navy wanted some level of new soil over the existing soil.

Chair Charlie Frizzle opened the meeting to public comment. Hearing none, the public comment period was closed.

Members reviewed the Findings of Fact.

**MOTION BY ROB BURGESS, THAT THE CONDITIONAL USE PERMIT IS APPROVED WITH THE FOLLOWING CONDITION:**

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

**MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

**3. Case #19-035 Wild Oats, Brunswick Landing:** The Planning Board will review and take action on a Streamlined Final Plan Major Development Review application submitted by Wright-Pierce on behalf of the Wild Oats Bakery to construct a 19,064 square foot restaurant and dining facility on Admiral Fitch Avenue. The subject lot (Map 40, Lot 223) is within the GI (Growth Industrial) Zoning District.

Jared Woolston introduced the application and pointed out that this application is for a Sketch Plan Final. The reason why this is not a Streamlined Final Major Development is because the applicant is requesting a waiver for the landscaping plan in the parking area.

**MOTION BY JANE ARBUCKLE THAT THE SITE PLAN IS DEEMED COMPLETE.**  
**MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

Jan Wiegman of Wright Pierce provided an overview of the application and reviewed the building and the site layouts. Jan reviewed the parking layout plan as provided in the packet materials. Jan stated that the parking will be screened in part by fencing. There is a sidewalk along Admiral Fitch Ave as well as a sidewalk that comes up to the front entrance and continues along the parking lot thru to the shared parking in the back. Employees will enter through the receiving area that will be located in the back; there is a sidewalk along the back as well.

Jan Wiegman stated that the outdoor seating area will be fenced in with a grassy area and will be contained.

Jan Wiegman stated that the site will be serviced by sewer, water, electricity and natural gas; they have provided information that these utility services have the capacity to serve this facility.

Jan Wiegman stated that this lot is very flat. In order to get the drainage to work, they will be adding soil to generate some slopes and treating stormwater runoff with underground soil filters around the perimeter of the site. In addition, they are collecting stormwater that is not being treated from the existing paved area to obtain the credits they need for stormwater management.

With regards to landscaping, Jan Wiegman pointed out that there are existing Maple Trees along Admiral Fitch and one along Gerzofsky Way that they plan to keep. They will be adding more trees around the perimeter of the site for screening and also to add some vertical elements.

Jan Wiegman stated that they are requesting a waiver for internal islands. The reasoning for this is that they have trees on the sides which they believe meets the intent of the islands. They also want to be able to push the snow on either side without having to go around the islands. If they have to include the islands, it will be a very small area to work in.

Jan Wiegman stated that they do have site lighting that is LED and all 3,000 kelvins. The shared parking area already has existing lighting that they are not requesting any changes to.

Jane Arbuckle asked if they will just have trees along the street or all the way around the lot. Jan Wiegman replied that they go around the entire perimeter of the site.

Allison Harris asked about connectivity between Wild Oats and Flight Deck Brewing. Jan Wiegman replied that currently Flight Deck Brewing has a rope that keeps their area enclosed and their entrance is on the east side of their building. Entrance to Wild Oats is on the front of their building. Although there may be some crossover between the two places, Wild Oats does not want patrons from Flight Deck parking in their lot during business hours and are encouraging people to park in the Flight Deck lot located by their entrance. Jan pointed out that there is an existing walkway that runs along their lot and connects to a sidewalk that goes to the Wild Oats entrance. Alison replied that this seems to be more of a business issue and not a Planning Board issue, she just wanted to ask given that there was so much discussion about this at the Staff Review meeting.

Alison Harris asked if the fencing had been designed yet. Jan Wiegman replied that it is a wood panel with a square wire mesh and is 4 feet high.

Sande Updegraph noticed that there were no solid waste impact fees and asked for clarification. Charlie Frizzle replied that they will have a service contract with Pine Tree and construction debris will be hauled by contract haulers. From the municipal perspective there is no solid waste impact.

Alison Harris thanked that applicant for adding a second bike rack.

Becky Shephard stated that their current location has many entrances and it is hard to keep track of what is going on, so they are trying to have a clearly identifiable entrance and exist. In addition, they have dedicated parking. They plan on working on more things in the future with Flight Deck, but at the moment they are trying to fix things that have been problematic.

Rob Burgess asked for clarification on signs. Charlie Frizzle stated that the applicant has no particular sign design at the moment. At the time they decide on a design, they will have to submit an application to the Codes Enforcement Officer for approval; this is generally handled in-house.

Chair Charlie Frizzle opened the meeting to public comment.

John Briley, Executive Director of the Brunswick Naval Aviation Museum, is happy that Wild Oats is coming back to Brunswick Landing. He thinks that the nearness to the Flight Deck Brewery will be more complementary and will eventually be a more community feel and endorse this project in its entirety.

Chair Charlie Frizzle closed the public comment period.

Wit regards to the requested waiver, Charlie Frizzle stated that he fully supports this as the applicant is proposing robust plantings around this area. To add islands does not make sense and agrees that it will get in the way of snow removal.

**MOTION BY BILL DANA THAT THE REQUESTED WAIVER FOR PARKING LOT LANDSCAPING IS APPROVED. MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

**MOTION BY BILL DANA THAT THE FINAL PLAN IS APPROVED WITH THE FOLLOWING CONDITIONS:**

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.
2. Prior to starting construction, the applicant shall provide the approved Maine DEP permit to the Town Engineer and the Director of Planning and Development.
3. Prior to issuance of a building permit, the applicant shall amend the Brunswick Landing Subdivision with the subject lot division to the satisfaction of the Planning Board.

**MOTION SECONDED BY ROB BURGESS, APPROVED UNANIMOUSLY.**

**4. Case #19-037 Zoning Ordinance Amendment – Marijuana Definitions:** The Planning Board will hold a workshop and review a proposed Zoning Ordinance Amendment, forwarded by the Town Council, to amend the following four (4) existing marijuana use definitions to keep the Brunswick Zoning Ordinance current with State legislation: marijuana cultivation facility, marijuana products manufacturing facility, marijuana storefront, medical, and marijuana testing facility.

Charlie Frizzle opened the workshop.

Jane Arbuckle asked if an individual could buy marijuana seeds from a cultivation facility. Charlie Frizzle replied that they can only sell to another cultivation facility. Jane Arbuckle asked where individuals can purchase seeds as you are allowed up to three plants. Decision for staff to look into where individuals can purchase marijuana seeds in Brunswick because none of the current definitions include it and to discuss this at the Public Hearing.

Chair Charlie Frizzle closed the workshop.

**5. SPECIAL MEETING – Zoning Ordinance Amendment – Marijuana Definitions:** The Planning Board will set a PUBLIC HEARING DATE in accordance with Subsection 5.1.3.B of the Brunswick Zoning Ordinance to review and provide a recommendation to the Town Council on a Zoning Ordinance Amendment to amend the four (4) existing marijuana use definitions, as referenced above, in accordance with Chapter 12.2-5 of the Brunswick Code of Ordinances.

**MOTION BY ALISON HARRIS TO SCHEDULE A PUBLIC HEARING ON OCTOBER 22, 2019. MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

6. Other Business: No other business was discussed at this meeting.

7. Approval of Minutes: No minutes were approved at this meeting.

8. Adjourn

This meeting was adjourned at 8:01 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary

\*THIS MEETING WAS RESCHEDULED FROM TUESDAY, SEPTEMBER 24TH

**BRUNSWICK PLANNING BOARD  
MEETING MINUTES  
OCTOBER 22, 2019**

**MEMBERS PRESENT:** Chair Charlie Frizzle, Vice Chair Bill Dana, Jane Arbuckle, Rob Burgess, Alison Harris, Kelly Matzen and Sande Updegraph

**MEMBERS ABSENT:** No members were absent at this meeting.

**STAFF PRESENT:** Matt Panfil, Director of Planning and Development; Jared Woolston, Town Planner

A meeting of the Brunswick Planning Board was held on Tuesday, October 22, 2019, in Council Chambers, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

1. **Case #19-040 Brunswick Landing Subdivision Amendment, Lot 17:** The Planning Board will review and take action on a Final Plan Major Development Review application submitted by Wright-Pierce on behalf of TBW, LLC to amend the Brunswick Landing Subdivision (Case #12031) to create an additional 1.69 acre lot for the proposed Wild Oats Bakery/Restaurant. The subject lot (Map 40, Lot 223) is located within the GI (Growth Industrial) Zoning District.

Jared Woolston introduced and provided a summary of the application.

Charlie Frizzle asked that the applicant fill in all the checkboxes on the application even if they are not applicable. If the Board is going to ask others to fill in all the blanks then they need to be consistent.

**MOTION BY KELLY MATZEN THAT THE SUBDIVISION AMENDMENT APPLICATION IS DEEMED COMPLETE. MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

Applicant representative, Jan Weigman of Wright-Pierce gave a PowerPoint presentation and reviewed the reason for the amendment to the subdivision, lot proposal and space and bulk.

Charlie Frizzle asked about the steam lines that run underground. Jan Weigman replied that there are remnant steam lines that are left over from a steam plant that was located where the Molnycke building is now that supplied heat to a good portion of the former Navy base. The lines are roughly seven to eight feet down, encased in concrete and will remain.

Robert Burgess asked why the setbacks on the plan are listed as n/a. Jan Weigman replied that they did that because they didn't want to represent it as if it were a proposed development. There is no structure on the lot now so it is shown as 15B for reference. The setbacks can be found on the Wild Oats application.

**MOTION BY BILL DANA THAT ALL APPLICABLE PRIOR CONDITIONS RELATING TO THIS AMENDMENT REMAIN IN EFFECT, IN ADDITION TO ANY NEW CONDITIONS CONTAINED HEREIN. MOTION SECONDED BY KELLY MATZEN, APPROVED UNANIMOUSLY.**

**MOTION BY SANDE UPDEGRAPH THAT THE AMENDED SITE PLAN APPLICATION IS APPROVED WITH THE FOLLOWING CONDITION ADDED TO PRIOR CONDITIONS CURRENTLY IN PLACE:**

1. That the Board's review and approval does hereby refer to the plans and materials submitted by the applicant and the written and oral comments of the applicant's representatives, reviewing officials and members of the public as reflected in the public record and that any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require review and approval in accordance with the Brunswick Zoning Ordinance.

**MOTION SECONDED BY JANE ARBUCKLE.**

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

**MOTION APPROVED UNANIMOUSLY.**

2. **Case #19-037 Zoning Ordinance Amendment – Marijuana Definitions:** The Planning Board will hold a PUBLIC HEARING and take action on a proposed Zoning Ordinance Amendment, forwarded by the Town Council, to amend the following four (4) existing marijuana use definitions to keep the Brunswick Zoning Ordinance current with State legislation: marijuana cultivation facility, marijuana products manufacturing facility, marijuana storefront, medical, and marijuana testing facility.

Matt Panfil introduced the application for the zoning ordinance amendment and reviewed his memo to the Board dated October 22, 2019. Matt stated that they are trying to make the amendments consistent with the State.

Chair Charlie Frizzle noted that there was no public present for public comment.

**MOTION BY ROB BURGESS TO FORWARD THE PROPOSED AMENDMENT TO TOWN COUNCIL FOR APPROVAL AND ADOPTION. MOTION SECONDED BY SANDE UPDEGRAPH, APPROVED UNANIMOUSLY.**

3. Village Review Board (VRB) Design Guidelines Update:

Matt Panfil stated that the Village Review Board has been in the process of updating their design guidelines since April of 2018. He pointed out that there are no text amendments to the ordinance because of these changes and there is no action that the Board needs to make. Matt reviewed the proposed changes.

Charlie Frizzle asked that staff add this item to the next agenda to allow Board members to review the proposed changes.

4. Other Business

- Matt Panfil stated that the Comprehensive Plan Committee will have a launch party in the Brunswick Junior High gymnasium on election Day.
- Matt Panfil stated that staff will add lighting to the next agenda to begin discussions.

5. Approval of Minutes

**MOTION BY BILL DANA TO APPROVE THE MINUTES OF SEPTEMBER 25, 2018. MOTION SECONDED BY ROB BURGESS. MOTION APPROVED BY CHARLIE FRIZZLE, BILL DANA, JANE ARBUCKLE, ROB BURGESS, KELLY MATZEN AND SANDE UPDEGRAPH. ALISON HARRIS ABSTAINED.**

**MOTION BY KELLY MATZEN TO APPROVE THE MINUTES OF JULY 23, 2019 AS AMENDED. MOTION SECONDED BY ROB BURGESS, APPROVED UNANIMOUSLY AMONG THOSE PRESENT.**

6. Adjourn

This meeting was adjourned at 7:38 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary

**BRUNSWICK PLANNING BOARD  
MEETING MINUTES  
NOVEMBER 26, 2019**

**MEMBERS PRESENT:** Chair Charlie Frizzle, Vice Chair Bill Dana, Jane Arbuckle, Rob Burgess, Alison Harris, Kelly Matzen and Sande Updegraph

**MEMBERS ABSENT:** No members were absent at this meeting.

**STAFF PRESENT:** Matt Panfil, Director of Planning and Development; Jared Woolston, Town Planner

A meeting of the Brunswick Planning Board was held on Tuesday, November 26, 2019, in Council Chambers, 85 Union Street. Chair Charlie Frizzle called the meeting to order at 7:00 P.M.

Vice Chair Bill Dana took over leadership of the meeting into workshop.

**1. Workshop: The Planning Board will consider modifying the allowed uses in the GO (Growth Outdoor Recreation) Zoning District.**

Matt Panfil provided a brief overview of the meeting of November 12, 2019 and reasoning behind modifying the zoning district.

Matt Panfil stated that there are three options:

1. Rezone to Growth Industrial
2. Rezone to Growth Mixed Use 7
3. Remain a Growth Outdoor Zoning District and open up the Use Table and add a new use

If the Board were to go with option #3, Matt Panfil asked if there are other districts that they may want to add this use.

Matt Panfil noted that if they were to change the zoning for the lot, it would then be subject to any use allowed in that zone.

Jared Woolston reviewed the ownership of the surrounding lots per Jane Arbuckle's request.

Matt Panfil reviewed the allowed uses in in the GO Zoning District.

Members discussed creating a definition that would cover the needs of the environmental resource center and whether this should be a conditional or permitted use.

Jane Arbuckle noted that they may also want to keep it open so that they can add a dining / restaurant area. Matt Panfil noted that as long as the dining / restaurant area is less than 50% of the space, then they would not be in violation. Matt to clarify this accessory use with the Town Attorney.

Members reviewed the reuse Master Plan map and zoning.

Members agreed to keep the environmental resource center use within the GO District only.

## **2. Workshop: The Planning Board will review Lighting Standards, Section 4.10 of the Brunswick Zoning Ordinance.**

Matt Panfil briefly reviewed the packet materials.

Rob Burgess gave a PowerPoint presentation and reviewed what light pollution is, lighting maps and examples, lighting glare, misused lighting, light trespass, sky glow, impact to animal habitats, impacts on human health, global warming impacts through waste, guiding principles, LED, how temperature translates to light, why 3,000K or less, glare isn't necessary, and good lighting. Rob conducted a light demonstration.

Rob Burgess discussed the relation of crime and lighting and said that this is something that they will have to deal with because there is the perception that lighting deters crime. Education will be an important component.

Charlie Frizzle stated that something to think about will be where they want to implement lighting standards. Charlie suggested that whatever they put together, lighting should apply to commercial, municipal, industrial and subdivisions. Single and two-family individual are better served through an education platform.

Charlie Frizzle suggested that they deal with light temperature first. Rob Burgess explained that difference between warmer lighting versus blue lighting per Alison Harris's request. Jane Arbuckle noted that there are a lot of little regulations that already exist for single-family homes and she does not see lighting being any different. Education is a component, but should be across the board.

Matt Panfil to ask Jay Astle from Public Works to attend the next workshop and discuss his thoughts on lighting and a lighting standard. Rob Burgess pointed out that in addition to municipal lighting, there is the issue that the State Routes that run through town and have lighting are managed through Maine DOT which adds another level of democracy. Matt Panfil added there are also the issue of lighting in the historic district.

Members discussed residential lighting, education and enforcement.

Matt Panfil suggested that at the minimum is a quantitative standard for lighting nuisance. Rob Burgess added that the ordinance should also address the cumulative effect.

Matt Panfil briefly discussed the Comprehensive Plan update status and Climate Action Plan.

Matt Panfil asked members to think about temperature, glare, light trespass, and generating standards for those as a place to start. With regards to policy questions, they may want to consult with the Town Council to get feedback.

Staff to come back with some simple language to the next workshop.

## **3. Other Business:**

- Tamarac Drive trees invading the sidewalk; Jay Astle is requesting a site walk.

**4. Approval of Minutes:**

**MOTION BY BILL DANA TO APPROVE THE MINUTES OF OCTOBER 23, 2018.**  
**MOTION SECONDED BY KELLY MATZEN, APPROVED UNANIMOUSLY AMONG**  
**THOSE VOTING.**

**5. Adjourn**

This meeting was adjourned at 9:05 P.M.

Respectfully Submitted,

Tonya Jenusaitis

Recording Secretary

**\*Revised on 11/22/19 to remove a workshop on SPO boundaries.**