



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

- AGENDA -
BRUNSWICK TOWN HALL
85 UNION STREET
ROOM 206
WEDNESDAY, June 5, 2019, 10:00 A.M.

1. **WORKSHOP:** The Staff Review Committee will hold a workshop at the request of Sebago Technics on behalf of Martins Point Healthcare to discuss the proposed construction of a 35,300 square foot medical office building off of Bath Road. The subject lot (Map 40, Lot 56) is within the **Growth Mixed Use 7 (GM7) Zoning District and contains Aquifer Protection Overlay 3 (APO 3)**.
2. **Other Business**
3. **Adjourn**

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



May 28, 2019
13134

Brunswick Planning
Town of Brunswick
85 Union Street
Brunswick, ME 04011

Request for Staff Review Committee Workshop Review
Martins Point Healthcare; Brunswick, ME

Dear Mr. Woolston;

On behalf of Martins Point Healthcare, Sebago Technics, Inc. is requesting a Workshop with the Staff Review Committee. Enclosed are schematic drawings and supporting materials for the proposed buildings and site improvements for the Martins Point Healthcare building.

The site is designated as 3 Acadia Drive and is located within the former Brunswick Naval Air-Station, at the northeasterly end of the runway. The site has frontage along Bath Road (Route 24) as well as frontage on Allagash Road. The existing parcel was previously utilized as a vehicle storage/maintenance yard for the US Navy Construction Battalion and is currently be utilized as a dog day care facility. The site, 6.7 acres in size, is primarily developed with only a small portion of the site along the Bath Road frontage being undeveloped land.

The project proposes the construction of a new 35,300 s.f. building and associated parking. Prior to submitting a formal Site Plan Application we would like to request a workshop to familiarize staff with the site and take an opportunity to introduce the project.

We have attached the following documentation in support of the Workshop request:

- Nine copies of the submittal materials
- Two full size sets and seven half-sized sets of project plans.

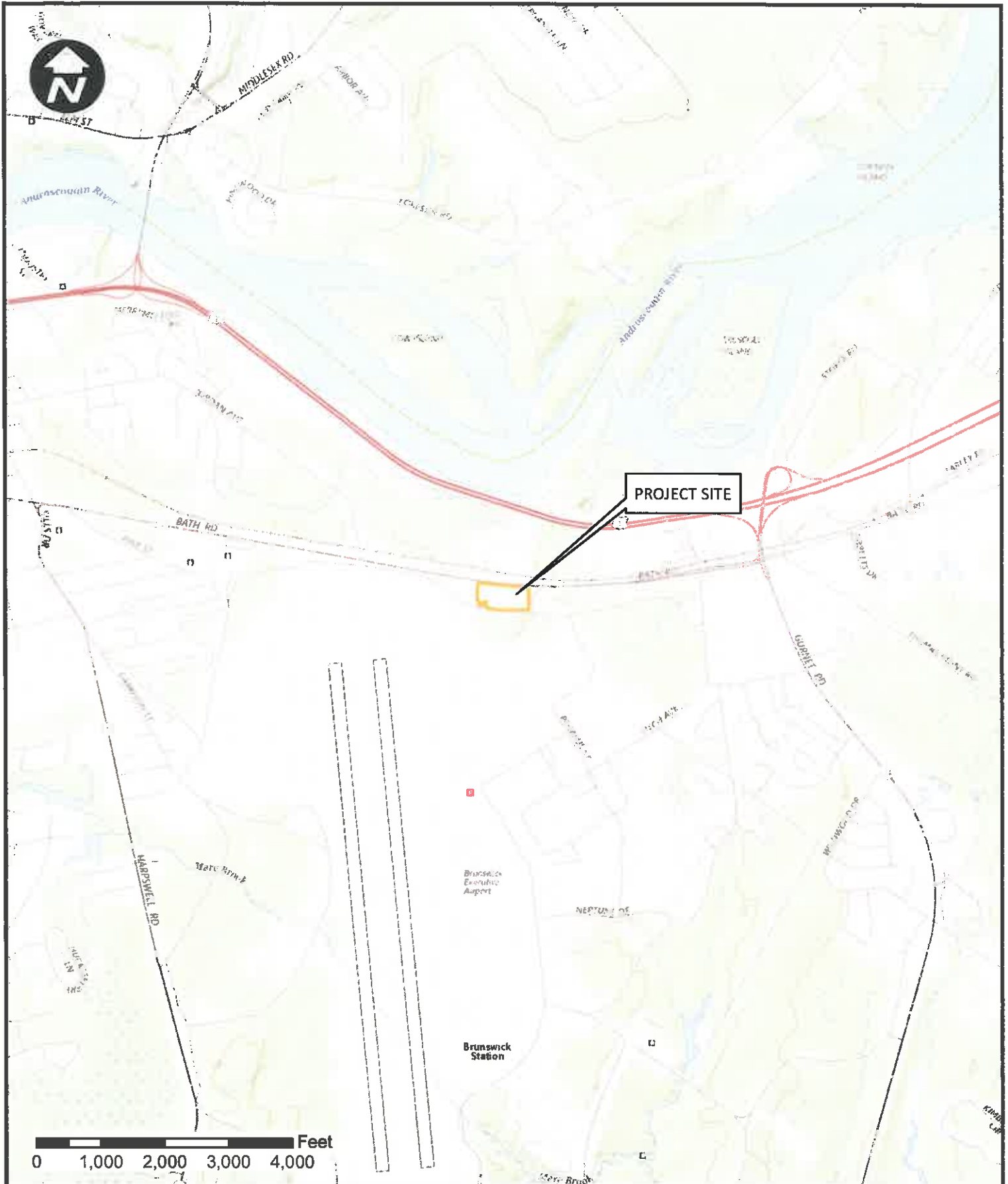
We appreciate your attention to this project and we look forward to its successful completion. Please contact me if you have any questions or require additional information.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink that reads "Kylie S. Mason". The signature is written in a cursive, flowing style.

Kylie S. Mason, RLA, LEED-AP
Maine Licensed Landscape Architect
Vice President, Project Delivery



PROJECT SITE

0 1,000 2,000 3,000 4,000 Feet

SEBAGO
 TECHNICS
 WWW.SEBAGOTECHNICS.COM
 75 John Roberts Rd. - Suite 4A
 South Portland, ME 04266
 Tel: 287-200-2100

SITE LOCATION MAP		SCALE: 1" = 2,000'
FOR: MARTINS POINT HEALTHCARE		DATE: 05/23/2019
LOCATION:	Acadia Drive Brunswick, ME	INFORMATION: USGS Quadrangle: Brunswick

1-9-19

PURCHASE AND SALE AGREEMENT

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY

and

ALLIED CAPITAL PARTNERS, LLC

**Property: Lot 1 on the Midcoast Regional Redevelopment
Authority Subdivision Plan, as amended, Brunswick, Maine**



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 9th day of January, 2019 (the "Effective Date"), by and between Midcoast Regional Redevelopment Authority ("MRRA") and Allied Capital Partners, LLC, or its assignee entity ("Purchaser").

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

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

Subdivision Lot 1 as shown on the "Final Subdivision Plan, Brunswick Landing Subdivision, Phase I" prepared by Wright-Pierce recorded on March 18, 2013 in the Cumberland County Registry of Deeds in Plan Book 213, Page 79, affected by Minor Modification to Subdivision, Brunswick Landing Subdivision - Phase I, prepared by Wright-Pierce dated March 27, 2013 and recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 104, as amended further by Amended Subdivision Plan recorded on July 15, 2014 in Plan Book 215, Page 247, together with any improvements thereon unless otherwise provided herein

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

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

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

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

2. **Easements.** At the Closing, Purchaser and MRRA shall execute, deliver, and cause to be recorded any and all instruments required to create easements sufficient for the provision of utility services and equipment, and the maintenance, repair and improvement thereof, together with such other easements as may be required for sufficient pedestrian and vehicular ingress and egress over, upon, and through the Property and the real estate owned by MRRA, as well as utility, construction, or other easements as may be reasonably requested by Purchaser or MRRA. Such instruments may be in the form of a Reciprocal Easement Agreement or other documents reasonably acceptable to Purchaser and MRRA and will provide that Purchaser shall have the ongoing obligation to maintain in a commercially reasonable manner all roads, sidewalks (including without limitation snowplowing and winter salting/sanding of such roads and sidewalks) and storm drains located on the Property, unless ownership of the same has been retained by MRRA. Notwithstanding the foregoing, MRRA may choose to include such easements in the deed in lieu of a separate agreement; if so, Purchaser shall also execute the deed to evidence its agreement.

3. **Purchase Price.** The purchase price for the Property is [REDACTED] (the "Purchase Price") for Lot 1, [REDACTED] (the "Deposit") of said Purchase Price shall be paid to Drummond Woodsum & MacMahon, P.A. ("MRRA's Attorney") within the three (3) business days next following the execution of this Agreement, to be held in escrow by MRRA's Attorney in a non-interest bearing account until the consummation or sooner termination of this Agreement; the Deposit shall be applied to the Purchase Price at the Closing as defined below or otherwise as provided in this Agreement.

4. **Closing.** The Closing shall occur within Sixty (60) days from the date when MRRA has removed all existing buildings and disconnected utilities serving other properties, and the clearing, grading and filling (if necessary) such portions of the Premises as shall be necessary for the Premises to be delivered free and clear of improvements except for concrete slabs at ground level, underground utility lines, paved parking areas and driveways, and utility back-ups (the "Preliminary Sitework"), which shall be completed by June 30, 2019, at a time and place to be agreed upon by the parties.

Purchaser may, at its discretion, close on the purchase before the Preliminary Sitework is complete by providing MRRA with a written notice of its election to close, in which case closing shall take place within thirty (30) days.

5. **Condition of Title.**

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

(b) Purchaser shall order a commitment for title insurance from a title company of Purchaser's choice (the "Title Company"). Purchaser shall deliver to MRRA copies of said title commitment on or before the date which is thirty (30) days before the Closing, together with a written statement of Purchaser's objections, if any, to title and any survey

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

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

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

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

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

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the compliance with the terms and conditions hereof will not conflict with, or result in a breach of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority to which Purchaser is a party or by which it is bound.

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

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

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

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER AND MRRA EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE THE OTHER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR CLAIMS, LOSSES AND DEMANDS, INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH, AND ALL CONSEQUENCES THEREOF (INCLUDING ANY INTERRUPTION OR INTERFERENCE WITH ANY BUSINESS OR ACTIVITIES BEING CONDUCTED ON THE PROPERTY AND ANY LOSS OF OPPORTUNITY), WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM (1) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (2) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY BUILDINGS, EQUIPMENT, FURNITURE, FURNISHINGS OR IMPROVEMENTS, (3) THE PRESENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, (4) THE COMPLIANCE OF THE PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH CODES OR (5) ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY. THIS RELEASE SHALL NOT RELEASE EITHER PARTY FROM CLAIMS RELATING TO FRAUD.



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

9. Conditions to MRRA's Obligations.

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

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

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

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

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

(e) Payment by Purchaser of the Purchase Price.

If any of the foregoing conditions precedent is not satisfied, MRRA shall have the option to (i) terminate this Agreement by written notice thereof to Purchaser at any time through and including the Closing at issue, and Purchaser shall receive a prompt refund of the Deposit and neither party shall have any further liability or obligation hereunder (except as otherwise expressly provided in this Agreement); or (ii) with respect to Sections (a) or (b) above, exercise any and all legal right or remedy available to MRRA under this Agreement or at law or in equity.

10. Condition of Purchaser's Obligations.

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

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

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



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

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

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

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

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

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

11. Closing Deliverables.

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

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

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

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

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

(b) At the Closing, Purchaser shall deliver to MRRA the Purchase Price, and customary closing costs.



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

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

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

14. **Apportionments.**

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

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

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

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

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

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

18. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be personally delivered, delivered by reputable overnight courier or mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address below set forth, or at such other address as such other party shall designate by notice. Such notices shall be effective when dispatched, except that the time period within which any party



may respond to a notice pursuant to this Agreement shall not commence until the earlier of such party's actual receipt of such notice, the third business day after dispatch in the case of notices by certified mail, or the first business day after dispatch for timely next day delivery by overnight delivery.

If to MRRA:

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

With a copy to:

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

If to Purchaser:

James G. Howard, Manager
Allied Capital Partners, LLC
2 Main Street
Topsham, ME 04086

With a copy to:

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

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

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

performance of the parties under this Agreement, except for the provisions of this Agreement which expressly survive the Closing.

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

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

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

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

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

26. **MRRA's Default.** In the event MRRA shall default in the observance or performance of any of its obligations under this Agreement, then Purchaser shall have the right: (i) to terminate this Agreement, and receive a prompt refund of the Deposit; (ii) to bring an action against MRRA for specific performance; (iii) to bring an action against MRRA for actual damages, or (iv) to exercise any other right or remedy available to Purchaser at law or in equity. Purchaser's remedies shall be cumulative, but no other remedies at law or in equity shall be available against MRRA, provided, however, that in no event shall damages be recoverable as a result of a failure of title or attributable to any damages incurred by Purchaser other than actual expenditures reasonably incurred subsequent to the date of this Agreement and prior to the Closing.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE



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

Witness:

Kathy Paradis

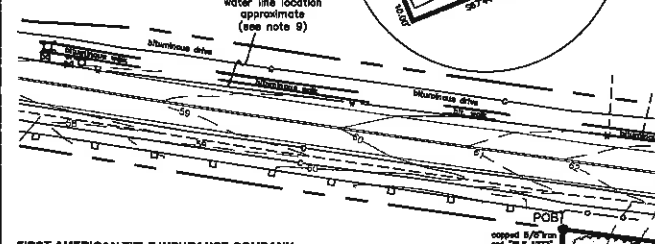
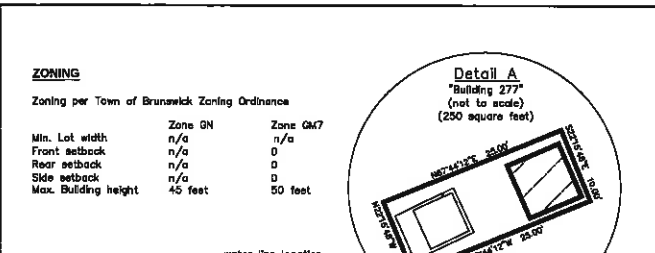
Allied Capital Partners, LLC
By: [Signature]
James G. Howard, Manager

Kathy Paradis

Midcoast Regional Redevelopment Authority

By: [Signature]
Steven H. Levesque
Its Executive Director

[Handwritten mark]



ZONING
Zoning per Town of Brunswick Zoning Ordinance

Zone GN
Min. Lot width n/a
Front setback n/a
Rear setback n/a
Side setback n/a
Max. Building height 45 feet

Zone OM7
n/a
0
0
0
50 feet

LEGEND

Iron marker - found
Property line (locus)
Property line (buffer)
Right of way line
Chain link fence
Wood stockade fence
Guard rail
Edge of pavement
Curb
Flagpole
Sign/post
Utility pole
Guy wire
Water valve
Water shutoff
Fire hydrant
Sewer manhole
Telephone manhole
Drain manhole

Boiler
Utility box
Overhead utility line
Storm drain
Sewer line
Underground water line
Underground gas line
Underground electric line
Underground communication line
Underground utility (unidentified)
Contours (1ft)
Contours (5ft)
Now or formerly of
Dead reference (Book/Page)
Tree line
Wetlands
Final floor elevation
Point of beginning
Conferrous tree
Existing building
Concrete

LEGAL DESCRIPTION
A certain lot or parcel of land located on the southerly side of Bath Road (Route 24) in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:
Beginning at a capped 5/8" iron rod "PLS 1273" on the southerly side of said Bath Road and remaining land now or formerly of Midcoast Regional Redevelopment Authority (MRRRA) as described in a deed recorded in the Cumberland County Registry of Deeds in Book 29754, Page 001. Thence:
1) Easterly by said Bath Road following a curve to the left, having a radius of Nine Thousand Five Hundred Eighty-Six and 29/100 (9586.28) feet, an arc distance of Eight Hundred Fourteen and 16/100 (814.16) feet to a 5/8" iron rod, said iron rod being located S 84°47'32" E a distance of Eight Hundred Thirteen and 92/100 (813.92) feet from said point of beginning;
2) S 02°45'31" W by said Bath Road a distance of Ten and 00/100 (10.00) feet to a 5/8" iron rod of said remaining land of MRRRA;
3) S 09°58'58" E by said remaining land of MRRRA a distance of Three Hundred Thirty-One and 83/100 (331.83) feet to a 5/8" iron rod "PLS 1273" on the northerly side of Allagash Drive as depicted on a plan entitled "Amendment of Subdivision Plan, Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated June 11, 2014 as recorded in the Cumberland County Registry of Deeds in Book 214, Page 248 and being a portion of land now or formerly of Midcoast Regional Redevelopment Authority as described in said Registry of Deeds in Book 29754, Page 001.
4) Westerly by said Allagash Drive following a curve to the left, having a radius of One Thousand Five Hundred Twenty and 00/100 (1520.00) feet, an arc distance of Ninety-Nine and 66/100 (99.66) feet to a capped 5/8" iron rod "PLS 1273" and point of tangency, said iron rod being located N 89°31'54" W a distance of Ninety-Nine and 66/100 (99.66) feet from the last described point;
5) S 89°15'24" W by said Allagash Drive a distance of Two Hundred Forty-Nine and 45/100 (249.45) feet to a capped 5/8" iron rod "PLS 1273" and point of tangency;
6) Westerly by said Allagash Drive following a curve to the right, having a radius of Nine Hundred Eighty and 00/100 (980.00) feet on an arc distance of Four Hundred Eighty-Nine and 17/100 (489.17) feet to a capped 5/8" iron rod "PLS 1273";
7) N 02°04'25" E by said remaining land of MRRRA a distance of Forty and 02/100 (40.52) feet to a capped 5/8" iron rod "PLS 1273";
8) S 82°25'08" E by said remaining land of MRRRA a distance of Eighteen and 39/100 (18.39) feet to a capped 5/8" iron rod "PLS 1273";
9) N 04°14'14" E by said remaining land of MRRRA a distance of Two Hundred Seventy-Five and 84/100 (275.84) feet to the point of beginning.
Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.
The above described parcel contains 295,688 square feet or 6.8 acres, (excluding the accepted parcel described below) more or less, and being designated as "Lot 1" as well as a portion of Allagash Drive as shown on a plan entitled "Amendment of Subdivision Plan, Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated June 11, 2014 as recorded in the Cumberland County Registry of Deeds in Book 214, Page 248 and being a portion of land now or formerly of Midcoast Regional Redevelopment Authority as described in said Registry of Deeds in Book 29754, Page 001.

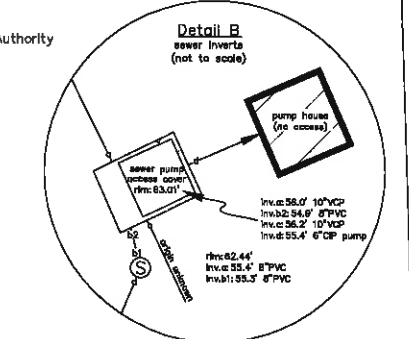
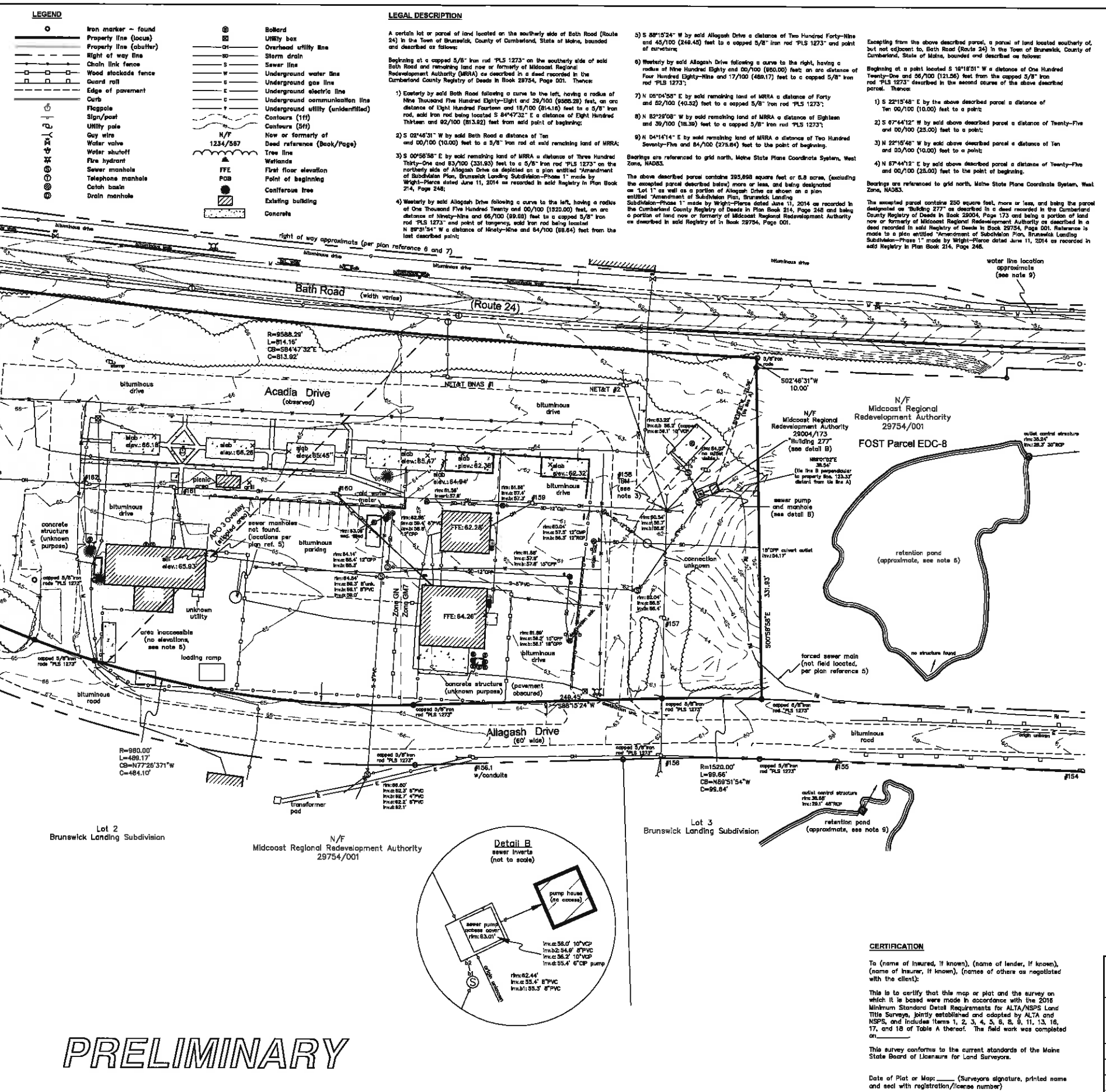
NOTES
1) Book and Page references are to the Cumberland County Registry of Deeds.
2) Bearings are referenced to grid north, Maine State Plane Coordinate System, West Zone, NAD83.
3) Elevations are based on GPS observations, NAVD83 datum. Benchmark is a spike set in utility pole #158. Elevation: 63.70'.
4) Utility information on this plan is approximate, based on location of visible features and ground markings provided by DigSmart and drawings provided by others. DigSmart and/or the appropriate utilities should be contacted prior to any construction.
5) Property lies within Zone C based on FIRM Community #230042 Panel #0015 B, dated January 3, 1986. It does not lie within a special flood hazard area.
6) Project area was covered by snow and ice at the time of the survey and some features may have been obscured and not shown on this plan. Some features supplemented by photographic evidence and orthorectified imagery obtained from the Maine Office of GIS (topography not available where noted).
7) No wetlands were observed. No parking spaces observed.
8) Zoning lines are approximate based on the Town of Brunswick GIS data.
9) Underground water line (12" asbestos concrete) located on north side of Bath Road, per Brunswick and Topsham Water District GIS. Not field located.

PLAN REFERENCES
1) Subdivision Modification of Subdivision Plan, Brunswick Landing Subdivision-Phase 1 made by Wright-Pierce dated April 22, 2014.
2) Amendment of Subdivision Plan, Brunswick Landing Subdivision-Phase 1 made by Wright-Pierce dated June 11, 2014 as recorded in Plan Book 214, Page 248.
3) Plan of FOST Parcel EDC-8 made for Wright-Pierce Midcoast Regional Redevelopment Authority dated March 9, 2012 and revised March 19, 2012.
4) Plan of FOST Parcel EDC-34 made for Wright-Pierce Midcoast Regional Redevelopment Authority dated July 31, 2013.
5) Plan of Brunswick Landing Sewer Improvements Contract #2 made for Midcoast Regional Redevelopment Authority by Wright-Pierce dated June 3, 2016 as revised through October, 2016.
6) Maine State Highway Commission Plan of Proposed Reallocation of State Highway "C" Across Land of Earl L. Ormsby and Central Maine Power Company in Brunswick, File #3-32.
7) Maine Department of Transportation Right of Way Map of State Highway #143 in Brunswick, File #3-278.

AREA
295,688 square feet / 6.8 acres (excluding Building 277)

OWNERS OF RECORD
Midcoast Regional Redevelopment
15 Terminal Road, Suite 200, Brunswick, Maine
Book 29754, Page 1 (Portion of FOST EDC-8)
Book 31376, Page 1 (Portion of FOST EDC-34)

CERTIFICATION
To the name of Insured, if known, (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1, 2, 3, 4, 5, 6, 8, 9, 11, 13, 16, 17, and 18 of Table A thereof. The field work was completed on _____
This survey conforms to the current standards of the Maine State Board of Licensure for Land Surveyors.
Date of Plat or Map: _____ (Surveyors signature, printed name and seal with registration/license number)



PRELIMINARY

VICINITY MAP
No Scale

GRID
N

NOTES

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Date of Plat or Map: _____ (Surveyors signature, printed name and seal with registration/license number)

PLAN OF ALTANSPS Land Title Survey
3 Acadia Drive Brunswick, Maine
MADE FOR
Midcoast Regional Redevelopment Authority
15 Terminal Road, Suite 200 Brunswick, Maine
JOB #210012 DATE: April 12, 2019 SCALE: 1" = 50'
BOOK #657,912,915
210012 Lot 1, ALTA.dwg
Titcomb Associates
133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

