



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

**STAFF REVIEW COMMITTEE AGENDA**  
**BRUNSWICK TOWN HALL**  
**85 UNION STREET**  
**Wednesday, September 2, 2020, 10:00 A.M.**

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

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

***THE PUBLIC MAY PROVIDE COMMENT VIA EMAIL ([mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)) PRIOR TO THE MEETING OR THEY MAY PROVIDE LIVE COMMENT VIA ZOOM TELEPHONE AT: +1 929 205 6099; MEETING ID: 817 2188 1013; PASSWORD: 200559***

- 1. Case #20-036 RPRCA Subdivision:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Sketch / Final Plan Major Development Review** subdivision application submitted by Sitalines, PA on behalf of RPRCA, LLC to create three (3) lots on Christina Drive at Map 10, Lot 19. The subject parcel is located within the **Rural Farm & Forest (RF) Zoning District**.
- 2. Case #20-037 SCS Bowdoin Solar Project:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Sketch Plan Major Development Review** application submitted by TRC Companies on behalf of SCS Harpswell 012903 Brunswick, LLC to construct a solar array at Map 40, Lot 90. The subject parcel is located within the **Growth College 4 (GC4) Zoning District** and contains the **Shoreland Protection Overlay (SPO) Zoning District** and **Flood Protection Overlay (FPO)**.
- 3. Other Business**
- 4. 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).

**MAJOR DEVELOPMENT REVIEW  
FINAL APPLICATION**

**SUBDIVISION APPLICATION**

RPRCA SUBDIVISION  
BRUNSWICK, MAINE

August 18, 2020

Prepared For

**RPRCA, LLC**  
44 Christina 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)





August 18, 2020

3956-7

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

**RE: Major Development Review Final Application  
RPRCA Subdivision Application  
Tax Map 10, Lots 19 & 19A**

Dear Jared:

On behalf of RPRCA, LLC, Sitelines, PA is pleased to submit the enclosed Major Development Review Final Application, Subdivision Plan and supporting materials for a Subdivision of the land of RPRCA, LLC at 0 Christina Drive (Tax Map 10, Lots 19 & 19A).

**PROPERTY**

RPRCA, LLC owns the parcel of land identified as 0 Christina Drive (Tax Map 10, Lot 19). RPRCA, LLC conveyed a parcel to Amber & Michael Cuevas in May of 2019 (Tax Map 10, Lot 19A), as well as a second adjacent strip of land in July 2020 (copies of deeds enclosed); this property is identified as Lot 10 on the enclosed RPRCA subdivision plan. Although exempt from subdivision review at the time of its conveyance, this lot must now be counted as the first lot towards the cumulative three lots, as RPRCA, LLC intends to subdivide two additional residential lots from the remaining property identified as Tax Map 10, Lot 19. RPRCA, LLC also conveyed a small parcel to an abutting landowner, Sally and Timothy Viner, this parcel is exempt from subdivision review.

**SITE DESIGN**

The remaining RPRCA, LLC property contains 11.35 acres. The proposed division will include Lot 8 (2.42 acres) and Lot 11 (2.31 acres). The remaining land of RPRCA, LLC will include the existing 50' private right-of-way name Christina Drive (2.81 acres) which provides frontage to all previous lots conveyed and other lands that will all be transferred to the new Homeowners Association. The road has been previously constructed and is subject to an existing road maintenance agreement (enclosed). A new Homeowners Association (draft document enclosed) will take over ownership of the roadway and association area (4.00 acres), including the existing man-made pond. The road will provide frontage for proposed Lot 8 and an extension of the right-of-way will provide frontage for proposed Lot 11.

The property is located in the Rural Farm and Forest (RF) Zone in which "Dwelling, 1- or 2-family" is a permitted use. The property does not fall within the Wildlife Habitat Corridor of the Wildlife Protection Overlay. The RF Zone permits a maximum density of 1 dwelling per 2-acres. The

**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)**

Density Calculations included on the Subdivision Plan indicate that this project satisfies this requirement for Lots 8, 10, and 11 and the proposed Association area.

The new lots will be served by an individual private wells and private subsurface wastewater disposal systems. A new driveway extension, electric service, and data services will be extended along the proposed right-of-way extension for Lot 11 and will be the responsibility of the future landowner. Wetlands have been reviewed by Atlantic Environmental and none were identified other than the existing man-made pond located on the proposed Association area.

### **WAIVERS**

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

- Profile, cross-section dimensions, curve radii of existing streets. No changes are proposed to the existing public or private roads.
- Profiles of underground facilities.
- Location of all existing trees over 10-inches in diameter. Existing trees will be preserved as possible outside of the existing and proposed clearing limits.
- Stormwater Management Plan – the existing infrastructure, Christina Drive is already constructed, only construction on individual lots will occur and is subject to Erosion and Sediment Control Standards.

### **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 subdivision is in compliance with the standards set forth in Chapter 4 – Property Development Standards.

#### *4.2 DIMENSIONAL AND DENSITY STANDARDS*

The property is located in the Rural Farm and Forest (RF) Zone in which “Dwelling, 1- or 2-family” is a permitted use. The property does not fall within the Wildlife Habitat Corridor of the Wildlife Protection Overlay. The RF Zone permits a maximum density of 1 dwelling per 2-acres. The Density Calculations included on the Subdivision Plan indicate that this project satisfies this requirement for Lots 8, 10, and 11 and the proposed Association area. The minimum frontage and lot requirements are met for the proposed lots.

#### *4.3 NATURAL AND HISTORIC AREAS*

4.3.1 Lots 8 and 11 are located within and adjacent to an existing residential neighborhood. There are no known existing features on Lots 8 or 11 that would be considered of scenic or historic character.

4.3.2 The proposed residential subdivision will not result in undue water or air pollution. The project is not located within a flood plain, soils are suitable for development and subsurface wastewater disposal.

4.3.3 The project is not located within a Scenic Area.

4.3.4 The project is not located within the WPO District nor any known habitat 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 fence 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. The new site will be serviced by a private well and private subsurface wastewater disposal system. Providing that the septic system is installed and maintained as designed, no undue adverse effect on the quality or quantity of groundwater will occur as a result of this project.

4.3.8 The site primarily drains via overland flow toward the southeast and south. Drainage boundaries will remain as in the existing condition. Any potential site improvements to Lots 8 and 11 will be done in accordance with the limitations of the zone and the Zoning Ordinance, including the maximum impervious surface coverage of 20% of the lot area. The proposed residential lots will have no adverse impact on the adjacent properties.

4.3.9 There are no known historic or archeological resources associated with this project.

#### *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 10 of 35 (Community Panel 230042-0010-B, Effective January 3, 1986). An excerpt of the applicable FIRM is enclosed.

#### *4.5 BASIC AND MUNICIPAL SERVICES*

4.5.1 Public sewer is not available. The proposed lots will be serviced by an individual subsurface wastewater disposal system. Passing test pits were observed on the lots by Albert Frick Associates, Inc. (Test Pit Logs attached).

4.5.2 Public water is not available. The proposed lot will be serviced by private well. After reviewing the Maine Well Database, there appears to be adequate groundwater available in the



surrounding area. As shown on the enclosed map, there are existing wells in the surrounding area that provide flow rates ranging from 0.4± gpm to 30± gpm. As is typical in most areas, well flow rates can vary greatly, and are not typically impacted by surrounding development unless density is increased substantially over a long period of time. The proposed development is meeting the density requirements of the Zoning District and is not anticipated to adversely impact the existing groundwater in the surrounding areas.

4.5.3 Solid waste shall be collected by curbside pickup, consistent with the existing housing. Solid Waste Impact Fee is calculated at a rate of \$258.56 (based on 1 ton/year/unit) for each of the new residential lot, which we request be paid prior to the issuance of building permits.

4.5.4 Proposed lots will utilize the existing Christina Drive easement for access. The site primarily drains via overland flow to the south and southeast. No improvements are proposed at this time.

#### *4.6 LANDSCAPING REQUIREMENTS*

The proposed lot will be developed and landscaped by individual lot owners and no landscaping requirements are proposed.

#### *4.7 RESIDENTIAL RECREATION REQUIREMENTS*

The landowner will pay the recreation impact fees as required for Lots 8 and 11, which we request be paid prior to the issuance of building permits, based on the number of bedrooms for any housing proposed.

#### *4.8 CIRCULATION AND ACCESS*

4.8.1 The proposed residential lots will not cause unreasonable congestion or unsafe conditions on highways or public roads, either existing or proposed, 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 The proposed lot will utilize the existing Christina Drive. No new curb cuts are proposed along and public ways. There is adequate sight distance at the existing curb cut. Please see the enclosed Road Maintenance/Easement Agreement.

4.8.3 The pedestrian and bicycle access is ample in this existing rural residential neighborhood.

#### *4.9 PARKING AND LOADING*

4.9.1 Parking will be provided at each house in accordance with the minimums required by the Zoning Ordinance.

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 lot. 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*

New lighting is not proposed at this time. It is anticipated that the new homes will have residential scale lighting at garages and driveways. The residential scale lighting will not adversely impact road safety or adjacent properties and uses.

#### *4.11 ARCHITECTURAL COMPATIBILITY*

The subdivision and new residential buildings will be compatible with the architectural surroundings. See the proposed Homeowners Association.

#### *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 new lots will be compatible with neighboring residential areas.

#### *4.13 SIGNS*

No 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.

4.14.1.C No activities will be conducted that exceed the Maximum Equivalent Sound Level (50 dBA day and 40 dBA night in Rural Area districts).

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 be in compliance of Section 4.10.

#### *4.15 SITE MAINTENANCE*

Site maintenance will be managed by the Homeowners Association in compliance with the Road Maintenance Agreement, proposed Declaration of Covenants, Conditions and Restrictions and the Brunswick Zoning Ordinance standards.

*4.16 FINANCIAL AND TECHNICAL CAPACITY*

RPRCA, LLC owns the parcel and improvements located thereon. Site improvements will be constructed by future lot owners on the proposed lots. RPRCA, LLC has adequate funds to complete the limited expenses associated with the preparation and approval of this proposal. No additional construction is proposed at this time.

The design team, led by Sitelines, PA, has extensive experience (since 1989) planning, designing, and gaining approvals for residential and commercial development 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 September 8, 2020 meeting to review and approval. Should you have any questions, please call or contact me at [kclark@sitelinespa.com](mailto:kclark@sitelinespa.com).

Very truly yours,

*Kevin P. Clark*

Kevin P. Clark, PLS  
President

Enclosures

cc: Patricia A Labbe, RPRCA, LLC  
Michael & Amber Cuevas



**Attachment A**  
**Application Form & Checklists**

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: RPRCA SUBDIVISION

3. Project Applicant

Name: RPRC, LLC  
Address: 44 Christina Drive  
Brunswick, ME 04011  
Phone Number: 207-522-2359  
Email: rpralabbe@comcast.net

4. Project Owner (if different than applicant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

5. Authorized Representative

Name: Kevin Clark, PLS - Sitelines, PA  
Address: 199 Purinton Road, Suite A  
Brunswick, ME 04011  
Phone Number: 207-725-1200  
Email: kclark@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. Sitelines, PA
- 2. Atlantic Environmental, Inc.
- 3. Albert Frick Associates, Inc.

7. Physical location of property: Christina Drive

8. Lot Size: 11.32 Acres

9. Zoning District: Rural Farm and Forest (RF)

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?

Owner of Record

12. Assessor's Tax Map 10 Lot Number 19 of subject property.

13. Brief description of proposed use/subdivision: \_\_\_\_\_

Residential Subdivision - See Cover Letter for More Details

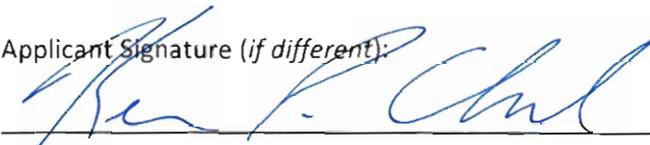
14. Describe specific physical improvements to be done: \_\_\_\_\_

See Cover Letter for More Details

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:  
(Waiver); (Pending); (Submitted) or (Not applicable)

Final Plan  
Streamlined  
Minor

		Final Plan	Streamlined	Minor
<b>General</b>	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	N/A	--	--
<b>Survey, Topography, &amp; Existing Conditions</b>	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	--	--
	Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed	X	--	--
	Existing easements associated with the development	X	--	--
	Location of existing utilities; water, sewer, electrical lines, and profiles of underground facilities	N/A	--	--
<b>Survey, Topography, &amp; Existing Conditions</b>	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	X	--	--
	Topography with contour intervals of not more than two (2) feet	X	--	--
	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.	X	--	--
	Existing locations of sidewalks	N/A	--	--
	A delineation of wetlands, floodplains, important habitats, and other environmentally sensitive areas	X	--	--
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas	N/A	--	--

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

Please mark box with one of the following:  
(Waiver); (Pending); (Submitted) or (Not applicable)

**Final Plan  
Streamlined  
Minor**

		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	W	--	--
	Proposed easements associated with the development	X	--	--
	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	N/A	--	--
	Location of proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of private wells.	X	--	--
	Proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability	X	--	--
	Proposed locations, widths and profiles of sidewalks	N/A	--	--
	Locations and dimensions of proposed vehicular and bicycle parking areas, including proposed shared parking arrangement if applicable.	N/A	--	--
<b>Infrastructure - Proposed</b>	Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization	N/A	--	--
	Storm water management plan for the proposed project prepared by a professional engineer	W	--	--
	The size and proposed location of water supply and sewage disposal systems	X	--	--
	Where a septic system is to be used, evidence of soil suitability	X	--	--
	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	N/A	--	--
	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	N/A	--	--
<b>Proposed Development Plan</b>	Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site	N/A	--	--
	Reference to special conditions stipulated by the Review Authority	N/A	--	--
	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.	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	--	--

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

Please mark box with one of the following:  
(Waiver); (Pending); (Submitted) or (Not applicable)

**Final Plan  
Streamlined  
Minor**

		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	N/A	--	--
	A statement from the General Manager of the Brunswick and Topsham Water District regarding the proposed development if located within an Aquifer Protection Zone	N/A	--	--
	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	N/A	--	--
	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	N/A	--	--
	A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems	N/A	--	--
	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	X	--	--
	A plan showing all ten (10) inch caliper trees to be removed as a result of the development proposal	W	--	--
	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	--	--



July 31, 2020

3956

Patty Labbe  
RPRCA, LLC  
44 Christina Drive  
Brunswick, Maine 04011

**Re: Designation of Agent Authorization for Subdivision  
Christina Drive, Brunswick, Maine  
Tax Map 10, Lot 19**

Dear Patty:

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for RPRCA, LLC for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the proposed subdivision on the lot at Tax Map 10, Lot 19 on Christina Drive in Brunswick, Maine.

Sincerely,

*Kevin P. Clark*

Kevin P. Clark, PLS  
President

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

Patricia Labbe (for RPRCA, LLC)

*7/31/2020*  
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 seventeenth day of August 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
RPRCA, LLC	Registered Agent	STODDARD L. SMITH	20062066DC	GOOD STANDING
Home Office Address (of foreign entity )		Other Mailing Address		

**Attachment B**  
**Right, Title, & Interest**

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

B

Right, Title, & Interest

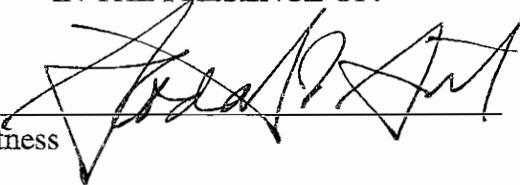
**WARRANTY DEED**  
(Maine Statutory Short Form)

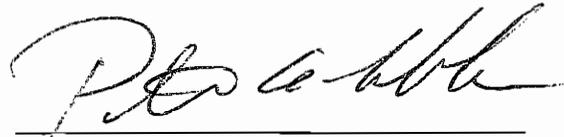
KNOWN ALL PERSONS BY THESE PRESENTS, that I, **PATRICIA A. LABBE**, of Brunswick, County of Cumberland and State of Maine, for consideration paid, GRANT to **RPRCA, LLC**, a Maine limited liability company with a principal place of business located at 421 Durham Road, Brunswick, Maine 04011, with WARRANTY COVENANTS, the land in Brunswick, County of Cumberland and State of Maine, described as follows:

**SEE ATTACHED EXHIBIT A**

WITNESS, my hand and seal this 13<sup>th</sup> day of February, 2006.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

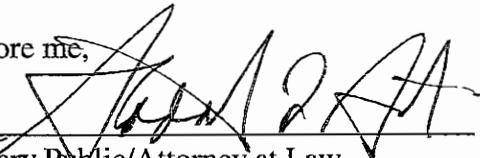
  
Witness

  
PATRICIA A. LABBE

STATE OF MAINE  
Cumberland, ss.

February 13, 2006

Then personally appeared the above named PATRICIA A. LABBE and acknowledged the foregoing instrument to be her free act and deed.

Before me,  
  
Notary Public/Attorney at Law

**EXHIBIT A**Parcel I

A CERTAIN LOT or parcel of land, situated in Brunswick, in the County of Cumberland and State of Maine, bounded easterly by the road leading from Brunswick Village to Southwest Bend by the Friends' Meeting House, about sixty rods; southerly by a passageway two rods wide along land now or formerly of Jemima Coombs, eighty rods; westerly by land now or formerly of Joseph Stimpson, about sixty rods, to a stake and stones on the southerly line of land formerly of Josiah Lunt; thence easterly on the southerly line of said Lunt's land, eighty-eight rods, to said road. It being the same premises described in a deed from Francis Messier to Zepherine Fournier, dated November 21, 1903, recorded in Cumberland County Registry of Deeds and to which said deed and the record thereof reference is hereby made for a further and more particular description of said premises.

EXCEPTING from the above described premises the following conveyances:

1. Premises conveyed to Brent L. Dudley and Virginia L. Dudley by deed dated September 15, 1988 and recorded in Book 8476, at Page 242 of the Cumberland County Registry of Deeds (being the premises now or formerly of Margaret Miller as described in deed dated September 16, 1994 and recorded in Book 11631, at Page 299 of said Registry);
2. Premises reserved by Raymond M. Labbe in his deed to Raymond M. Labbe et al, dated June 7, 1989 and recorded in Book 8820, at Page 336 of said Registry of Deeds (being the premises now of Patricia Labbe as described in a deed dated February 4, 2004 and recorded in Book 20849, at Page 153, and the premises now or formerly of Alan and Danna Fields as described in a deed dated December 15, 2000, and recorded in Book 15913, at Page 38);
3. Premises conveyed to Joseph N. Day et al by deed dated December 21, 1994 and recorded in Book 11762, at Page 14 of said Registry of Deeds;
4. Premises conveyed to Raymond J. Bisson et al by deed dated July 15, 1998 and recorded in Book 14219, at Page 164 of said Registry of Deeds;
5. Premises conveyed to Margaret Miller by deed dated June 26, 2000 and recorded in Book 15562, at Page 258 of said Registry of Deeds;
6. Premises conveyed to William D. McDugal et al by deed dated April 27, 2001 and recorded in Book 16478, at Page 131 of said Registry of Deeds.

Reference is made to a plan, entitled Preliminary Concept Plan of Division of Land of Raymond, Peter & Paul Labbe, Durham Road, Brunswick, Maine, dated January 10, 2001 prepared by Dirigo Land Services, Inc.

Being a portion of the premises conveyed to Peter Labbe, Paul Labbe and Raymond M. Labbe by deed of Raymond M. Labbe, June 7, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8820, at Page 335.

Reference is also made to a release deed from Raymond J. Bisson et al to Raymond M. Labbe et als, dated November 24, 1998 and recorded in book 14385, at Page 105 of said Registry of Deeds.

ALSO CONVEYING the fee in the fifty (50) foot wide foot roadway known as Christina Drive, SUBJECT to easements, for ingress and ingress and the placement of utilities, given to various lot owners abutting said Drive.

The property conveyed herein is subject to the terms and conditions of a road maintenance agreement, dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, at Page 198, which the Grantee hereby assumes and agrees to perform.

Any lot subsequently divided off from the premises conveyed herein is further subject to the following covenants and restrictions:

A. Each lot shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

EXCEPTING from the above described premises the following two parcels: (1.) property conveyed from Patricia A. Labbe, Personal Representative of the Estate of Raymond M. Labbe for the benefit of Amber Lynn Labbe dated March 7, 2005 recorded in the Cumberland County Registry of Deeds in Book 22848, Page 277. (2.) property conveyed by Patricia A. Labbe, Personal Representative of the Estate of Raymond M. Labbe for the benefit of Raymond M. Labbe, Jr., dated March 7, 2005, recorded in the Cumberland County Registry of Deeds in Book 22848, Page 279.

Meaning and intending to convey the same premises as described in a deed dated December 17, 2004 from Peter L. Labbe and Paul E. Labbe to Patricia Labbe, Personal Representative of the Estate of Raymond M. Labbe recorded in said Registry of Deeds in Book 22178, Page 224.

Parcel II

A CERTAIN LOT or parcel of land with the buildings and improvements thereon, situated on the westerly side of the Lisbon Falls Road, in Brunswick, in the County of Cumberland and State of Maine and further described as Lot 2 as shown on "Final Plan of Ray Labbe Lots (Labco Realty Trust), Lisbon Road, Brunswick" and recorded in the Cumberland County Registry of Deeds in Plan Book 150, Page 15.

Being the same premises conveyed to the P.P.R. Labbe by quit claim deed from Maine State Housing Authority, dated July 29, 2002 and recorded in the Cumberland County Registry of Deeds in Book 17983, at Page 336.

Parcel III

ALSO TWO CERTAIN LOTS OR PARCELS of land, with the buildings and improvements thereon, situated in Brunswick, in the County of Cumberland and State of Maine, bounded and described as follows:

Parcel 1: Beginning at the intersection of the northerly right of way line of the Old Portland Road (Plan Book 19, Page 48) and a stream marking the easterly line of land conveyed by Raymond L. Labbe to Paul and Holly Labbe; thence N 75° E, 210 feet along said northerly right of way line of the Old Portland Road to a large stone; thence N 14° W, 192 feet along land conveyed by Helen Grant Courville to Raymond L. Labbe by deed found in Book 6280, Page 164 of the Cumberland County Registry of Deeds, to a point; thence S 75° W, 101 feet by land now or formerly of David Campbell to a point in said stream; thence southerly, about 185 feet along said stream to the point of beginning, containing 0.6 acres.

Parcel 2: Beginning at a stone found N 75° E, 210 feet along the northerly right of way line of the Old Portland Road (see Plan Book 19, Page 48) from the southeast corner of land of Paul and Holly Labbe; thence N 75° E, 270 feet along said northerly right of way line of the Old Portland Road to the southwest corner of land of Peter and Judy Labbe; thence N 35° W, 285 feet along said land of Peter and Judy Labbe to a corner in an old wire fence; thence S 52° W, 206 feet along said wire fence marking the southerly line of land now or formerly of David Campbell to a point which is N 75° E, 101 feet from the northeast corner of land of said Paul and Holly Labbe; thence S 14° E, 192 feet to the point of beginning, containing 1.4 acres.

Being the same premises conveyed to P.P.R. Labbe by Joan M. Higgins by deed dated August 14, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11627, at Page 37.

Meaning and intending to convey the same premises as described in a deed dated December 17, 2004 from P.P.R. Labbe to Patricia A. Labbe, Personal Representative of the Estate of Raymond M. Labbe recorded in said Registry of Deeds in Book 22178, Page 222.

Meaning and intending to convey the same premises as described in a deed dated June 16, 2005 from the Estate of Raymond M. Labbe to Patricia A. Labbe recorded in said Registry of Deeds in Book 22853, Page 177.

Received  
Recorded Register of Deeds  
Feb 15, 2006 01:42:37P  
Cumberland County  
John B O'Brien

9966  
23678  
50

**WARRANTY DEED**  
(Maine Statutory Short Form)

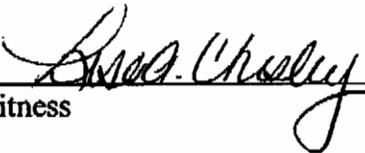
DLN: 1001940067255

KNOW ALL PERSONS BY THESE PRESENTS, that, **PATRICIA A. LABBE**, of Brunswick, Maine, for consideration paid, GRANT to **RPRCA, LLC** a Maine limited liability company, whose mailing address is 44 Christina Drive, Brunswick, Maine 04011, with **WARRANTY COVENANTS**, the land situated in Brunswick, County of Cumberland and State of Maine, described as follows:

**SEE ATTACHED EXHIBIT A**

WITNESS my hand and seal this 8<sup>th</sup> day of August, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Patricia A. Labbe

STATE OF MAINE  
Cumberland, ss.

August 8, 2019

Then personally appeared the above named Patricia A. Labbe in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,  
  
\_\_\_\_\_  
Notary Public/~~Attorney at Law~~

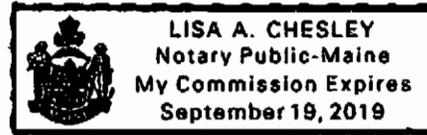


Exhibit A

A certain parcel of land located southwesterly of the southwesterly side of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

**BEGINNING** at a granite monument found at the most easterly corner of land now or formerly of Mary Pierce as described in Book 10527, Page 113, and also at the most southerly corner of Lot 7 on a plan entitled "Plan Depicting Division of Land of Raymond, Peter & Paul Labbe" dated August 27, 2002, and revised through February 18, 2005, by Dirigo Land Services, Inc.

THENCE S 31° 32' 40" E along the southwesterly line of Lot 8 on said plan a distance of 307.73 feet to the southerly corner of said Lot 8, on the northwesterly side of 50 foot wide strip of land of the Grantor, which runs between said Lot 8 and Lot 9 on said plan;

THENCE S 50° 48' 53" W along remaining land of the Grantor a distance of 59.02 feet to a survey pin to be set;

THENCE N 31° 32' 40" W along said other land a distance of 307.73 feet to the southeasterly line of said land of Mary Pierce;

THENCE N 50° 48' 53" E along said land of Pierce a distance of 59.19 feet to the granite monument found at the **POINT OF BEGINNING**.

**Containing 18,000 sq. ft. ±**

This parcel shall be further subject to the following covenants and restrictions:

A. the parcel shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

**WARRANTY DEED**  
(Maine Statutory Short Form)

DLN: 1002040102702

KNOW ALL PERSONS BY THESE PRESENTS, that, **RPRCA, LLC**, a Maine limited liability company with a principal place of business located in Brunswick, Maine, for consideration paid, in accordance with 30-A M. R. S. A. §4401(4. D-4A), GRANT to **AMBER L. CUEVAS (f/k/a AMBER L. LABBE) and MICHAEL M. CUEVAS**, whose mailing address is 72 Christina Drive, Brunswick, Maine 04011, as joint tenants, with WARRANTY COVENANTS, the land situated in Brunswick, County of Cumberland and State of Maine, described as follows:

**SEE ATTACHED EXHIBIT A**

WITNESS my hand and seal this 16<sup>th</sup> day of July, 2020.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Lisa A. Chesley*  
Witness

RPRCA, LLC  
*Patricia A. Labbe*  
Patricia A. Labbe,  
Sole Member

STATE OF MAINE  
Cumberland, ss.

July 16, 2020

Then personally appeared the above-named Patricia A. Labbe in her said capacity and acknowledged the foregoing instrument to be her free act and deed.



Before me,  
*Lisa A. Chesley*  
Notary Public

**EXHIBIT A**

A certain parcel of land located on Christina Drive, southwesterly of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

**BEGINNING** at a survey pin set on the southeasterly side of a private 50 foot wide right-of-way known as Christina Drive, which runs southwesterly and then southeasterly from said Durham Road, said pin being at the northerly Corner of Lot 10 as described in a deed to Michael & Amber Cuevas, recorded at the Cumberland County Registry of Deeds in Book 35633, Page 140;

THENCE S 31° 40' 32" E along the northeasterly line of said Lot 10, a distance of 299.31 feet to a survey pin set on the northwesterly line of land now or formerly of Patricia Labbe as described in a deed recorded at said Registry in Book 31932, Page 38;

THENCE N 51° 18' 42" E along said land of Labbe, a distance of 50.38 feet to a survey pin set;

THENCE N 31° 40' 32" W, a distance of 285.97 feet to a survey pin set at an angle point of said Christina Drive;

THENCE S 66° 30' 37" W along the southeasterly right-of-way line of said Christina Drive a distance of 50.51 feet to the **POINT OF BEGINNING.**

**Containing 14,632 sq. ft. or 0.34 ac. ±**

TOGETHER WITH a right-of-way for all purposes, to be shared with other lot owners on said plan, and with the Grantor, her heirs and assigns, forever, over the 50 foot wide right-of-way known as Christina Drive as shown on said plan.

All survey pins set are 5/8" rebar with an aluminum cap bearing the name Martinson and PLS 2137.

The property is subject to the terms of the Road Maintenance Agreement dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, Page 198. Grantee agrees to be subject to all the terms and conditions of the Road Maintenance Agreement.

Any lot subsequently divided off from the premises conveyed herein is further subject to the following covenants and restrictions:

A. Each lot shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

Meaning and intending to convey a portion of the property described in a deed dated June 7, 1989 from Raymond M. Labbe to Raymond M. Labbe, Peter L. Labbe and Paul E. Labbe recorded in said Registry of Deeds in Book 8820, Page 335 and later conveyed in a deed dated February 13, 2006 from Patricia A. Labbe to RPRCA, LLC recorded in said Registry of Deeds in Book 23678, Page 46 with the excepted parcels as noted in said deed. Patricia A. Labbe was and currently is the sole member of RPRCA, LLC. The transfer is exempt under subdivision rule 30-A MRS §4401(4) (D-4) since Grantee is the daughter of the sole member of the Grantor/LLC.

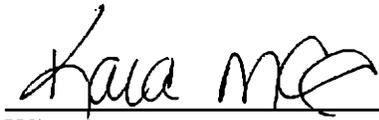
**WARRANTY DEED**  
(Maine Statutory Short Form)

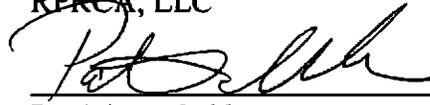
KNOW ALL PERSONS BY THESE PRESENTS, that, **RPRCA, LLC**, a Maine limited liability company with a principal place of business located in Brunswick, Maine, for consideration paid, in accordance with 30-A M. R. S. A. §4401(4. D-4A), GRANT to **AMBER L. CUEVAS (f/k/a AMBER L. LABBE)** and **MICHAEL M. CUEVAS**, whose mailing address is 20819 Oak Preserve Dr., Humble, Texas 77346, as joint tenants, with **WARRANTY COVENANTS**, the land situated in Brunswick, County of Cumberland and State of Maine, described as follows:

**SEE ATTACHED EXHIBIT A**

WITNESS my hand and seal this 9<sup>th</sup> day of May, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

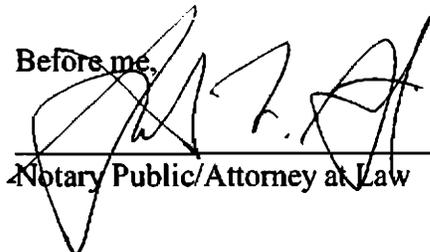
  
\_\_\_\_\_  
Witness

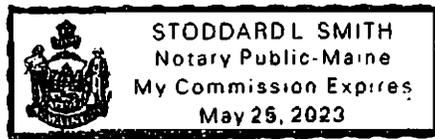
RPRCA, LLC  
  
\_\_\_\_\_  
Patricia A. Labbe,  
Sole Member

STATE OF MAINE  
Cumberland, ss.

May 9, 2019

Then personally appeared the above named Patricia A. Labbe in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney at Law



MAINE REAL ESTATE TAX-Paid

Sitelines #2016  
Lot 10

Exhibit A

**Description of Land to be Conveyed  
on Christina Drive  
Brunswick, Maine**

A certain parcel of land located on Christina Drive, southwesterly of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

**BEGINNING** at a survey pin set on the southerly side of a private 50 foot wide right-of-way known as Christina Drive, which runs southwesterly and then southeasterly from said Durham Road, said pin being at the common corner of Lots 8, 9, and 10 on a plan entitled "Plan Depicting Division of Land of Raymond, Peter & Paul Labbe" dated August 27, 2002, and revised through February 18, 2005, by Dirigo Land Services, Inc.;

THENCE S 15° 40' 27" E along said Lot 9 a distance of 411.11 feet to a survey pin to be set on the northwesterly line of land now or formerly of Nathan Bisson as described in a deed in the Registry of Deeds for said County in Book 33172, Page 217;

THENCE N 51° 18' 42" E along said land of Bisson a distance of 384.35 feet to a survey pin to be set at the most southerly corner of said Lot 11;

THENCE N 31° 40' 32" W along the southwesterly line of said Lot 11 a distance of 299.31 feet to a survey pin set at the terminus of said Christina Drive;

THENCE S 66° 30' 37" W along the southeasterly right-of-way line of said Christina Drive a distance of 86.91 feet to a survey pin set, thence continuing S 66° 30' 37" W along said line of Christina Drive a distance of 130.92 feet to a survey pin set at a point of curvature;

THENCE westerly along said line of said Drive, and following a curve to the right having a radius of 150.00 feet, an arc distance of 55.83 feet to the survey pin at the **POINT OF BEGINNING.**

**Containing 111,655 sq. ft. or 2.56 ac. ±**

TOGETHER WITH a right-of-way for all purposes, to be shared with other lot owners on said plan, and with the Grantor, her heirs and assigns, forever, over the 50 foot wide right-of-way known as Christina Drive as shown on said plan.

All survey pins set are 5/8" rebar with an aluminum cap bearing the name Martinson and PLS 2137.

The property is subject to the terms of the Road Maintenance Agreement dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, Page 198. Grantee agrees to be subject to all the terms and conditions of the Road Maintenance Agreement.

ALSO HEREBY CONVEYING a right-of-way for all purposes over the 50 foot wide right-of-way known as Christina Drive as shown on said plan. Grantee agrees to be solely responsible for damages to the road due to the utilization of heavy machinery on the road during the construction of Grantee's residence.

Any lot subsequently divided off from the premises conveyed herein is further subject to the following covenants and restrictions:

A. Each lot shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

The property described in a deed dated June 7, 1989 from Raymond M. Labbe to Raymond M. Labbe, Peter L. Labbe and Paul E. Labbe recorded in said Registry of Deeds in Book 8820, Page 335 is the same property as described in a deed dated February 13, 2006 from Patricia A. Labbe to RPRCA, LLC recorded in said Registry of Deeds in Book 23678, Page 46 with the excepted parcels as noted in said deed. Patricia A. Labbe was and currently is the sole member of RPRCA, LLC. The transfer is exempt under subdivision rule 30-A MRS §4401(4) (D-4) since Grantee is the daughter of the sole member of the Grantor/LLC.

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

**QUITCLAIM DEED WITH COVENANT**

(Maine Statutory Short Form)

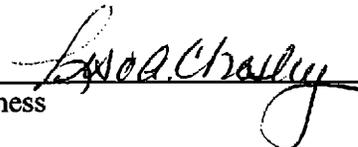
DLN: 1002040096442

KNOW ALL PERSONS BY THESE PRESENTS, that **RPRCA, LLC**, a Maine limited liability company with principal place of business in Brunswick, Cumberland County, Maine, for consideration paid, grants to **Sally M. Viner and Timothy William Viner**, whose mailing address is 33 Christina Drive, Brunswick, ME 04011, with quitclaim covenant, as joint tenants, the real estate situated in Brunswick, Cumberland County, Maine, more particularly described as follows:

**SEE ATTACHED EXHIBIT A**

WITNESS my hand and seal in my capacity as Sole Member of RPRCA, LLC this 29<sup>th</sup> day of May, 2020.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

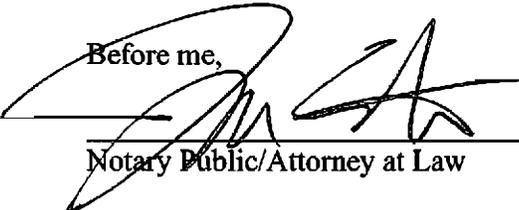
  
\_\_\_\_\_  
Witness

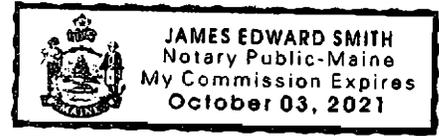
RPRCA, LLC  
  
\_\_\_\_\_  
By Patricia A. Labbe  
Its Sole Member

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

May 29, 2020

Then personally appeared the above named Patricia A. Labbe in her capacity as Sole Member of RPRCA, LLC and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of RPRCA, LLC.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney at Law



MAINE REAL ESTATE TAX-Paid

**EXHIBIT A**

A certain parcel of land located on Christina Drive, southwesterly of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

**BEGINNING** at the southerly most corner of land now or formerly of Timothy & Sally Viner as described in a deed in the Registry of Deeds for said County in Book 33339, Page 20;

THENCE S 23° 29' 23" E, a distance of 20.85 feet to a point on the northwesterly side of a private 50 foot wide right-of-way known as Christina Drive, which runs southwesterly, southeasterly, and then northeasterly from said Durham Road, shown on a plan entitled "Plan Depicting Division of Land of Raymond, Peter & Paul Labbe" dated August 27, 2002, and revised through February 18, 2005, by Dirigo Land Services, Inc.;

THENCE N 66° 30' 37" E along the northwesterly line of said Christina Drive, a distance of 106.03 feet to an angle point;

THENCE N 23° 29' 23" W along said Christina Drive, a distance of 30.18 feet to an angle point;

THENCE N 66° 30' 37" E along said Christina Drive, a distance of 50.00 feet to an angle point;

THENCE S 23° 29' 23" E along said Christina Drive, a distance of 30.18 feet to an angle point;

THENCE N 66° 30' 37" E along said Christina Drive, a distance of 36.89 feet to an angle point;

THENCE N 09° 44' 34" W, a distance of 155.95 feet to a survey pin found at the easterly most corner of land of said Viner;

THENCE S 36° 54' 50" W along the southeasterly line of land of said Viner, a distance of 264.49 feet to the **POINT OF BEGINNING.**

**Containing 15,501 sq. ft. or 0.36 ac. ±**

All survey pins set are 5/8" rebar with an aluminum cap bearing the name Martinson and PLS 2137.

For source of title reference is made to deed of Patricia A. Labbe to RPRCA, LLC dated February 13, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23678, Page 46.

**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



# Christina Drive 200' Abutters

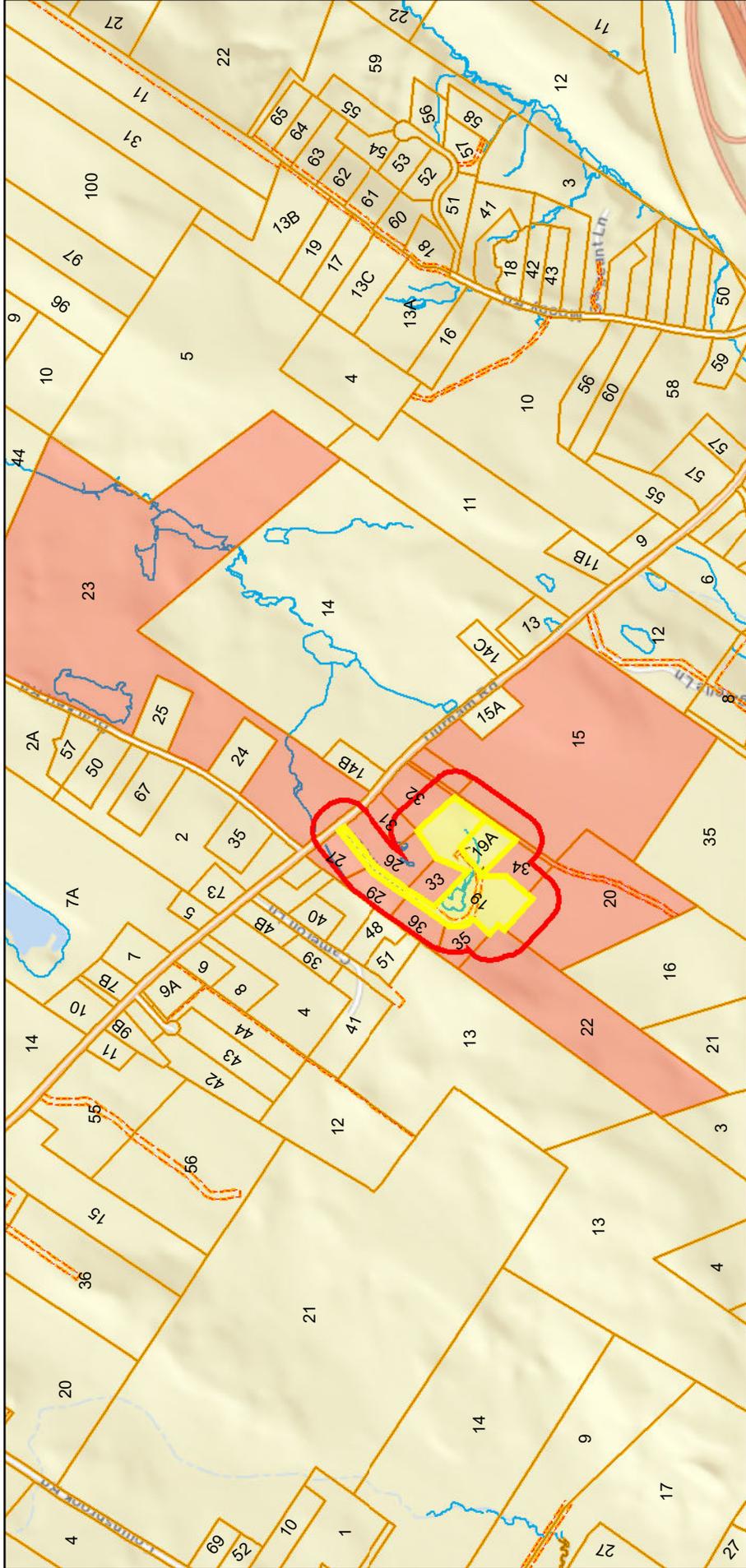
Brunswick, ME



1 inch = 1200 Feet



August 18, 2020



	ROW Property Access		Other Lot Boundary
	Other Lot Boundary		Parcels_Lines
	Parcels_Lines		Hydrography Line
	ROW Property Access		

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  
August 18, 2020

## Subject Properties:

Parcel Number: 10-19  
CAMA Number: 10-19  
Property Address: 0 CHRISTINA DR

Mailing Address: RPRCA LLC  
44 CHRISTINA DR  
BRUNSWICK, ME 04011

Parcel Number: 10-19A  
CAMA Number: 10-19A  
Property Address: 72 CHRISTINA DR

Mailing Address: CUEVAS, AMBER L CUEVAS, MICHAEL M  
20819 OAK PRESERVE DR  
HUMBLE, TX 77346

---

## Abutters:

Parcel Number: 10-15  
CAMA Number: 10-15  
Property Address: 331 DURHAM RD

Mailing Address: BISSON, NATHAN  
331 DURHAM RD  
BRUNSWICK, ME 04011

Parcel Number: 10-15B  
CAMA Number: 10-15B  
Property Address: 0 DURHAM RD

Mailing Address: BISSON, RAYMOND J & CAROL J JT  
381 DURHAM RD  
BRUNSWICK, ME 04011

Parcel Number: 10-20  
CAMA Number: 10-20  
Property Address: 0 DURHAM RD

Mailing Address: LABBE, PATRICIA A  
44 CHRISTINA DR  
BRUNSWICK, ME 04011

Parcel Number: 10-22  
CAMA Number: 10-22  
Property Address: 0 DURHAM RD

Mailing Address: PIERCE, MARY  
PO BX 236  
BOOTHBAY HARBOR, ME 04538

Parcel Number: 10-23  
CAMA Number: 10-23  
Property Address: 94 BRACKETT RD

Mailing Address: LIBBY, BONNIE G & LEMIEUX, CYNTHIA  
A T/C  
56 BRACKETT RD  
BRUNSWICK, ME 04011

Parcel Number: 10-26  
CAMA Number: 10-26  
Property Address: 409 DURHAM RD

Mailing Address: MILLER, MARGARET W  
409 DURHAM RD  
BRUNSWICK, ME 04011-7256

Parcel Number: 10-27  
CAMA Number: 10-27  
Property Address: 421 DURHAM RD

Mailing Address: LABBE, RAYMOND M JR & KATHARINE M  
JT  
421 DURHAM RD  
BRUNSWICK, ME 04011

Parcel Number: 10-29  
CAMA Number: 10-29  
Property Address: 22 CHRISTINA DR

Mailing Address: RUSSELL, ERIC R & STACEY L A JT  
22 CHRISTINA DR  
BRUNSWICK, ME 04011

Parcel Number: 10-31  
CAMA Number: 10-31  
Property Address: 395 DURHAM RD

Mailing Address: DAY, JOSEPH N & BRENDA R JT  
395 DURHAM RD  
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.

8/18/2020

Page 1 of 2



# 200 foot Abutters List Report

Brunswick, ME  
August 18, 2020

Parcel Number: 10-32  
CAMA Number: 10-32  
Property Address: 381 DURHAM RD

Mailing Address: BISSON, CAROL J  
381 DURHAM RD  
BRUNSWICK, ME 04011

Parcel Number: 10-33  
CAMA Number: 10-33  
Property Address: 33 CHRISTINA DR

Mailing Address: VINER, TIMOTHY WILLIAM & SALLY M JT  
33 CHRISTINA DR  
BRUNSWICK, ME 04011

Parcel Number: 10-34  
CAMA Number: 10-34  
Property Address: 64 CHRISTINA DR

Mailing Address: MCKENNEY, DANIEL MCKENNEY,  
JANET  
64 CHRISTINA DR  
BRUNSWICK, ME 04011

Parcel Number: 10-35  
CAMA Number: 10-35  
Property Address: 44 CHRISTINA DR

Mailing Address: LABBE, PATRICIA A & CORMIER, MARK  
A JT  
44 CHRISTINA DR  
BRUNSWICK, ME 04011

Parcel Number: 10-36  
CAMA Number: 10-36  
Property Address: 36 CHRISTINA DR

Mailing Address: WALTON, ROBERT J & KRISTIN T JT  
36 CHRISTINA 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.

**Attachment D**  
**Supporting Documents**

Copies of relevant documents pertaining to the project are enclosed.



**ROAD MAINTENANCE AGREEMENT**

**AGREEMENT** made this 26 day of April, 2000, by and among **RAYMOND M. LABBE** and **PATRICIA A. LABBE**, husband and wife, **PETER L. LABBE** and **PAUL E. LABBE**, all of Brunswick, in the County of Cumberland and State of Maine, hereinafter sometimes referred to as **LABBES**, and **MARGARET MILLER**, hereinafter sometimes referred to as **MILLER**, of said Brunswick, Maine.

**WHEREAS**, the **LABBES** own the fee in a certain 50 foot wide right of way which provides access from the Durham Road to a certain lot owned by **MILLER** and other land of the **LABBES**; and

**WHEREAS**, **MARGARET MILLER** is purchasing yet another lot to be accessed over said right of way; and

**WHEREAS**, the **LABBES** may further divide the parcel originally conveyed to them by Raymond M. Labbe by deed dated June 7, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8820, at Page 335, so that a total of nine (9) lots could be created therefrom; and

**WHEREAS**, all of the parties hereto desire that a clear understanding as to the maintenance of this right of way be established.

**NOW THEREFORE**, the parties hereto agree as follows:

1. The initial construction of the right of way and the determination of its location shall be the responsibility of the **LABBES**.
2. Each lot owner using the right of way as access to a lot, the remaining land of the **LABBES** shall be counted as one lot and any lot subsequently divided off from the remaining land of the **LABBES** shall be counted as one lot, shall be equally responsible for the maintenance of said right of way and its subsequent improvements. Subsequent improvements are those changes made in the right of way following its initial construction by the **LABBES**. These improvements must be approved by 75% of the lot owners.
3. A lot owner's responsibility for maintenance and improvements, and a lot owners right to vote on matters relating to improvements shall begin at the time a lot owner commences construction of improvements on his or her lot.
4. Normal maintenance will include grading, adding gravel, filling pot holes, ditching, etc. Winter maintenance will include snowplowing and sanding for icy conditions.
5. At all times, if one of the parties to this agreement, his or her guest or invitee, causes damage to the road beyond normal wear and tear, the party shall be responsible for restoring the road to its condition prior to the damage.
6. The parties to this agreement, and their heirs and assigns, have the right and standing to enforce this agreement. Should any party fail to pay his or her portion of the maintenance bill, the party will also be liable for reasonable attorney's fees and costs of collection.
7. This agreement shall run with the land and shall be binding upon and inure to the benefit of the successors in interest to the parties hereto, including any purchaser of a lot subdivided from the parcel owned by the **LABBES**. The parties shall reference this agreement in all subsequent deeds.

IN WITNESS WHEREOF, the parties to this agreement, have hereunto set our hands and seals on the day and year first above written.

In the Presence Of

*Mania J. Labbe*  
*for all*

*Raymond M. Labbe*  
Raymond M. Labbe

*Patricia A. Labbe*  
Patricia A. Labbe

*Peter L. Labbe*  
Peter L. Labbe

*Paul E. Labbe*  
Paul E. Labbe

*Margaret W. Miller*  
Margaret Miller

STATE OF MAINE, Cumberland, ss.

April 26, 2000

Personally appeared the above named RAYMOND M. LABBE and MARGARET MILLER acknowledged the foregoing instrument to be their free act and deed. Before me,

*Robert J. Walton*  
Name: ROBERT J. WALTON  
My Comm. Expires:

Notary Public  
Attorney at Law

COMMISSION EXPIRES 3/13/2002

SEAL

RECEIVED  
RECORDED REGISTRY OF DEED:

2000 MAY -2 AM 11:44

CUMBERLAND COUNTY

*John B. O'Brien*

## CHRISTINA DRIVE HOMEOWNERS ASSOCIATION

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Declaration") is made this \_\_\_ day of \_\_\_\_\_, 2019, by all of the owners of the lots set forth on the subdivision plan entitled "\_\_\_\_\_" approved by the Town of Brunswick Planning Board on \_\_\_\_\_ and recorded in the Cumberland County Registry of Deeds at Plan Book \_\_\_, Page \_\_\_ (the "Plan").

#### RECITALS

WHEREAS, ownership of the lots on the Plan as of the date of this Declaration is vested as follows:

- **Lot 1** owned by Raymond and Katherine Labbe by virtue of deed recorded in said Registry in Book 30117, Page 280;
- **Lot 2** owned by Margaret Miller by virtue of deed recorded in said Registry in Book 11631, Page 299;
- **Lot 3** owned by Eric and Stacey Russell by virtue of deed recorded in said Registry in Book 31400, Page 307;
- **Lot 4** owned by Margaret Miller by virtue of deed recorded in said Registry in Book 15562, Page 258;
- **Lot 5** owned by Robert and Kristin Walton by virtue of deed recorded in said Registry in Book 26671, Page 343;
- **Lot 6** owned by Timothy and Sally Viner by virtue of deed recorded in said Registry in Book 33339, Page 20;
- **Lot 7** owned by Patricia A. Labbe and Mark Cormier by virtue of deed recorded in said Registry in Book 31254, Page 190;
- **Lot 8** owned by RPRCA, LLC by virtue of deed recorded in said Registry in Book \_\_\_, Page \_\_\_\_\_;
- **Lot 9** owned by Daniel and Janet McKenney by virtue of deed recorded in said Registry in Book 31596, Page 134;
- **Lot 10** owned by Michael and Amber Cuevas by virtue of deed recorded in said Registry in Book 35633, Page 140;
- **Lot 11** owned by RPRCA, LLC by virtue of deed recorded in said Registry in Book \_\_\_, Page \_\_\_\_\_;

WHEREAS, the Common Areas, including Christina Drive and the Pond Area as depicted on the Plan and defined herein, were conveyed to Christina Drive Homeowners Association, a Maine non-profit corporation (the "Association"), in a certain deed of even or near date to be recorded in said Registry;

WHEREAS, it is the parties' intent that this Declaration shall control in the event there is a conflict between this Declaration and the Road Maintenance Agreement, as defined herein, as it burdens and encumbers the Lots;

WHEREAS, the parties acknowledge and understand that lot 9 on the Plan shall remain subject to the covenants, conditions and obligations set forth in the Road Maintenance Agreement, and shall not be entitled to membership rights and benefits unless admitted as an additional member as provided herein; and

WHEREAS, the undersigned, being the current owners of the Lots set forth on the Plan, in order to more completely establish and define their mutual and beneficial rights, protective covenants, conditions and restrictions as it relates to their respective Lots and the Common Areas as defined herein, desire to enter into this Declaration.

NOW THEREFORE, the undersigned hereby declare that all of the Real Estate shown on said Plan shall be held, sold and conveyed subject to the terms of this Declaration for the purposes of protecting the value and desirability of the Lots, and the Association is formed, contemporaneously herewith, for the purposes of improving, maintaining and repairing "Christina Drive" which serves each Lot. The rights and obligations hereunder shall run with the Real Estate and shall be binding on all parties having any right, title, or interest in the described Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner hereof. All rights hereunder may be enforced by the Association and Owners as provided herein.

#### **1. Definitions.**

"Association" shall mean and refer to CHRISTINA DRIVE HOMEOWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Maine, its successors and assigns.

"Bylaws" shall mean and refer to the bylaws of Christina Drive Homeowners Association.

"Christina Drive" shall mean that certain private road owned by the Association and depicted on the Plan.

"Common Areas" shall mean the private road known as Christina Drive and the Pond Area as depicted on the Plan, together with any improvements thereon, owned by the Association for the common use and enjoyment of the Owners.

"Lot" shall mean and refer to any lot of residential land shown upon the Plan, with the exception of the Common Areas and Lot 9.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract sellers, but excluding mortgage holders and others having such interest merely as security for the performance of an obligation.

“Plan” shall mean and refer to the subdivision plan entitled “\_\_\_\_\_” approved by the Town of Brunswick Planning Board on \_\_\_\_\_ and recorded in the Cumberland County Registry of Deeds at Plan Book \_\_\_\_, Page \_\_\_\_.

“Pond Area” shall mean that certain parcel of land together with the improvements thereon, and encompassing a man-made pond, owned by the Association and depicted on the Plan.

“Real Estate” shall mean and refer to the Lots and Common Areas portrayed on the above referenced Plan.

“Road Maintenance Agreement” shall mean and refer to the Road Maintenance Agreement dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, Page 198.

**2. Association.** The Association is organized and existing for the purpose of improving, repairing and maintaining the Common Areas for the benefit of the Lot Owners.

**3. Members.** Lot Owners shall be members of the Association, and membership in the Association shall be limited to Lot Owners. Membership shall be appurtenant to and may not be severed from ownership.

**4. Owner’s Easements.** Each Owner shall have a right and easement of use and enjoyment in and to the Common Areas, including the total length of Christina Drive, which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or a part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of the members has been recorded. Each Lot Owner covenants that he or she shall not obstruct, hinder or interfere, or permit the obstruction, hindrance or interference of, the free and uninterrupted use of and access to the Common Areas by all Lot Owners, and their families, tenants or guests.

**5. Gravel Easement in Gross.** Patricia A. Labbe and Mark Cormier, as joint tenants, shall have a separate easement in gross, burdening the Pond Area, to make surface alterations as necessary on the Pond Area for the purpose of extracting and removing gravel from the Pond Area for their use and sole benefit. This easement shall include all rights as are incident or necessary to the extraction and removal of gravel from the Pond Area. Patricia A. Labbe and/or Mark Cormier shall bear all costs associated with the exercise of their easement rights under this paragraph. Patricia A. Labbe and/or Mark Cormier shall promptly repair any damage to the Pond Area caused by the exercise of their easement rights hereunder, and shall promptly restore such property to as good or better condition as existed prior to the gravel extraction/removal activities. The easement under this paragraph 5 is non-assignable, and personal and exclusive to Patricia A. Labbe and Mark Cormier as joint tenants. The easement rights shall automatically be extinguished upon the death of the survivor of Patricia A. Labbe and Mark Cormier.

**6. Assessments.** Each Lot Owner shall pay to the Association the assessments as established by the Association. Assessments shall be apportioned equally, on a per Lot basis, and used to achieve the objectives of the Association, including maintenance of the Common Areas; promotion of the recreation, health, safety and welfare of the residents in using the Common Areas; and obtaining insurance as required by the Association Bylaws. The Board of Directors shall establish the date or dates on which the assessments shall be due, or if no due date is specified shall be due and payable no later than 15 days after being ratified and/or approved.

**a. Annual Assessments.** Simultaneously with notice of the annual meeting of the Association, the Board of Directors shall cause a proposed budget to be delivered to the Owners. The budget shall include the anticipated costs and expenses of maintaining the Common Areas, the cost of maintaining the Association as a nonprofit association in good standing under the laws of the State of Maine, the costs of administration and enforcement of this Declaration, real estate taxes or assessments levied against the Common Areas (if any), future reserves, and comprehensive policy(ies) of insurance. The proposed budget, but excluding any portion of the budget constituting a “special assessment”, as described below, shall be deemed ratified and approved at the annual meeting unless rejected at that time by a vote of greater than 75% of the membership who are voting in person or by proxy. Annual assessments shall be established by the Board of Directors based upon the budget of the Association.

**b. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any capital improvements or reconstruction of the Common Areas. Each Lot Owner agrees to pay such additional assessments as may be authorized. Any such special assessment shall require a 3/4 vote of the membership who are voting in person or by proxy at a meeting duly called for that purpose.

**c. Vacant Lots and New Construction.** Notwithstanding the foregoing, an Owner of a vacant Lot shall not be assessed and shall have no obligation to pay any assessments under this Declaration until the year in which such Owner begins excavation for or begins construction of a residence or other structure on the property, at which time such Owner shall be responsible for his or her full assessment for that calendar year. An additional fee shall be assessed to such Owner for the purpose of covering actual costs incurred to repair damage to Christina Drive caused by heavy equipment utilized by an Owner in the course of the construction on the property.

**7. Covenant for Assessments.** The Owner of each Lot is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments duly ratified and approved as provided herein. If any assessment is not paid on the date when due, such assessment together with interest, costs, and reasonable attorney’s fees incurred by the Association and/or other Lot Owners in any proceedings brought to collect such unpaid assessment, shall be a

charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, which lien may be enforced in any manner provided for the foreclosure of mortgages or liens under Maine law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association and/or any Lot Owner may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot for which the assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or by abandonment of his Lot.

**8. Maintenance.** Upkeep and maintenance of the Common Areas shall include the following minimum activities, which shall constitute a portion of the annual assessments established by the Board:

- a. Christina Drive shall be maintained year-round in passable condition, including plowing, sanding and such other maintenance as may be deemed appropriate by the Board. All maintenance and upkeep shall be by competitive bid unless a non-competitive price is accepted by vote of the majority of the Owners voting in person or by proxy at a meeting duly called for the purpose of voting on the budget of the Association.
- b. All ditching, culverts and similar storm water mechanisms shall be kept open and free for the flow of water.
- c. Periodic resurfacing (in whole or in part) of Christina Drive shall be performed, as deemed appropriate by the Board and in accordance with the Association Bylaws. The surface of Christina Drive shall be maintained as a gravel road unless otherwise agreed to by a 3/4 vote of the Owners.
- d. Washouts, potholes and other damages caused by erosion and/or ordinary wear and tear shall be promptly repaired, provided that shall not be construed to obligate the Association to repair any damages caused by an Owner or that Owner's invitees.

**9. Repairs.** Each Owner shall repair or cause to be repaired, at his or her own expense, any damages caused by said Owner or Owner's invitees, to the Common Areas which exceeds ordinary wear and tear which would occur through usage for ordinary family and residential purposes.

**10. Enforcement.** The provisions of this Declaration have been adopted for the benefit of the Owners of the Lots on the Plan. Therefore, the violation or attempted violation of any covenant or restriction in the Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding, whether at law or in equity. If any Owner shall attempt to violate or permit any violation of any of the covenants, restrictions or reservations described above, any Owner of a Lot and/or the Association may commence proceedings at law or in equity either to recover damages or other awards, or both.

If a final judgment is rendered against an Owner, the Owner shall pay all reasonable attorneys' fees and costs incurred in prosecution of said claims. Proceedings may be maintained against a violator of any provision of this Declaration irrespective of the waiver of any prior violation or attempted violation by the same or other Owners. The failure to enforce any of the provisions of this Declaration on one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto. By acceptance of a deed to a parcel subject to the provisions of this Declaration, an Owner covenants and agrees to abide by such provisions.

**11. Additional Members.** Additional members may be admitted to the Association upon an affirmative vote of the Board of Directors and payment of the following: (1) assessment due hereunder and attributable to such new member's lot for the calendar year in which the new member is admitted; (2) an additional one-time fee as determined by the Board of Directors; and (3) all professional fees (legal, survey, etc.) incurred by the Association to amend this Declaration and update the Plan to reflect the admission of the new member and otherwise ensure compliance with Maine law. Notwithstanding the foregoing, any lots forming all or a portion of land owned now or formerly by Patricia Labbe and described in deed recorded in Book 31932, Page 38 ("back lots") shall be admitted to the Association as additional members irrespective of any Board vote upon the payment of the assessment and fees outlined herein. The owner of the back lots shall be responsible for all construction costs associated with extending Christina Drive as it currently exists to said back lots. The parties acknowledge that additional members admitted in accordance with this paragraph shall have all rights afforded members under this Declaration, and the use of the Common Areas by additional members so admitted shall not constitute an over burdening of the parties' easement rights hereunder. The parties acknowledge that any extension of Christina Drive constructed in accordance with this paragraph shall form a portion of the Common Areas and shall be subject to the covenants, conditions and restrictions of this Declaration.

**12. Amendment and Termination.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land unless terminated by the affirmative vote of 3/4 of the Association members entitled to vote. This Declaration may be amended by the affirmative vote of 3/4 of the Association members entitled to vote, except that the gravel easement rights in paragraph 5 may not be terminated without the written consent of Patricia A. Labbe and Mark Cormier, or the survivor of them. Any duly adopted amendment of this Declaration shall be signed by at least 3/4 of the Lot Owners, and take effect upon recording in the Cumberland County Registry of Deeds.

**13. Severability.** If any portion of this Declaration, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of the Declaration or the application of such provision to the other persons or circumstances shall not be affected thereby.

**14. Recording.** This Declaration shall be duly recorded in the Cumberland County Registry of Deeds.

**15. Gender and Number.** All references in this Declaration to the masculine gender shall be deemed to include the feminine and neuter; and references to the singular shall be deemed to include the plural (and vice versa), unless the context otherwise requires.

WITNESS our hands and seals on \_\_\_\_\_, 2019.

**Lot 1 Owners**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Raymond Labbe

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Katherine Labbe

**Lot 2 & 4 Owner**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Margaret Miller

**Lot 3 Owners**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Eric Russell

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Stacey Russell

**Lot 5 Owners**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert Walton

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kristin Walton

**Lot 6 Owners**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Timothy Viner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sally Viner

**Lot 7 Owners**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Patricia A. Labbe

\_\_\_\_\_

\_\_\_\_\_

Witness

Mark Cormier

**Lots 8 & 11 Owner**  
RPRCA, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By Patricia A. Labbe  
Its Sole Member

**Lot 10 Owners**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael Cuevas

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Amber Cuevas

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2019

Personally appeared the above-named Patricia A. Labbe and acknowledged the above instrument to be her free act and deed.

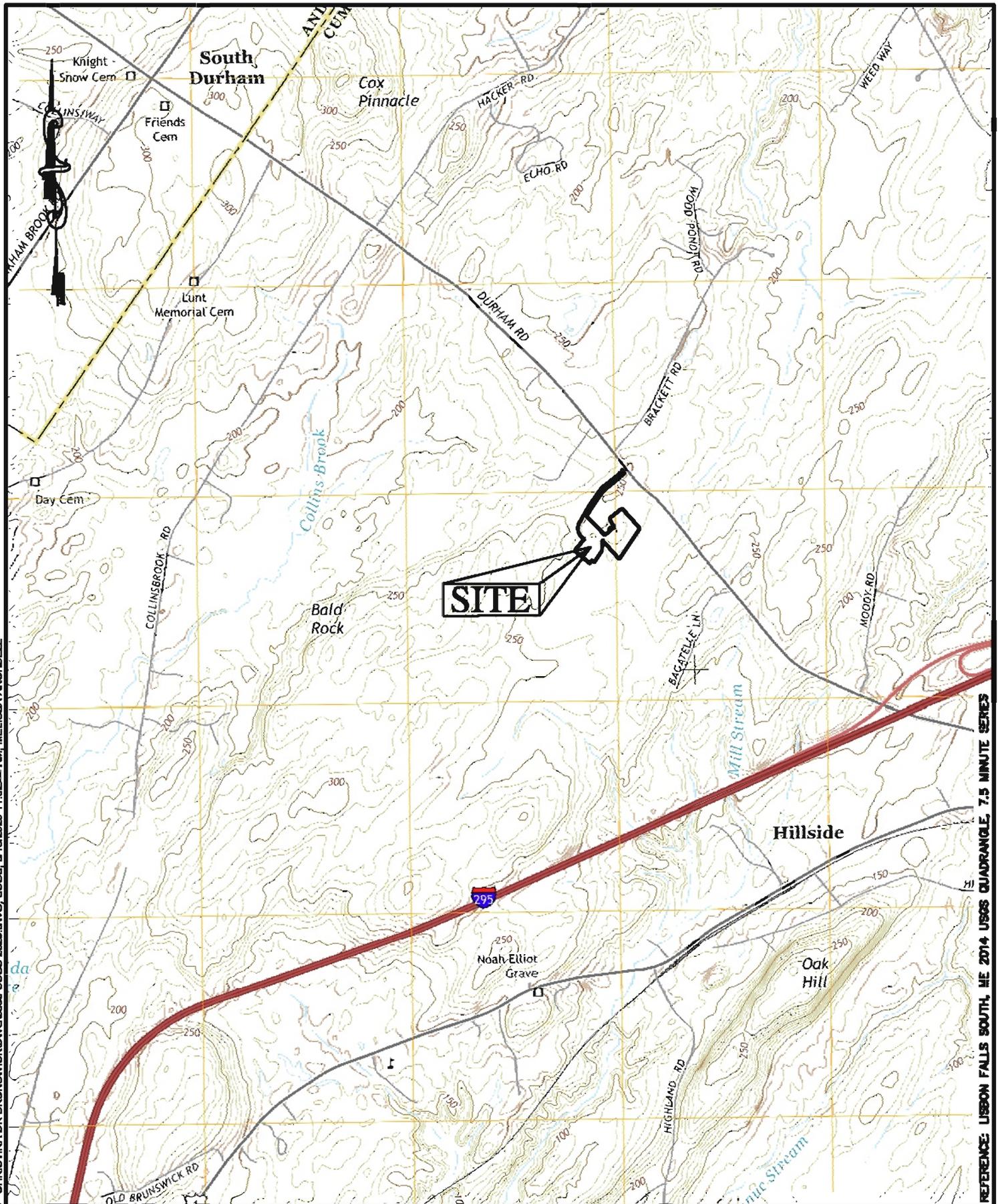
Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

## **Attachment E** **Supporting Graphics**

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

LAND PROJECTS/2016 - CHRISTINA DR BRUNSWICK.DWG/3956-USGS-2020.DWG, USGS, 8/18/2020 11:02:32 AM, MELISSA ARCHIBELL



REFERENCE: USOBN FALLS SOUTH, 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 MAP

RPRCA SUBDIVISION  
CHRISTINA DRIVE  
BRUNSWICK, MAINE 04011

DATE: 08-18-20
SCALE: 1" = 2000'
JOB: 3956
FILE: 3956-USGS-2020



# Christina Drive Zoning Map

Brunswick, ME



1 inch = 600 Feet



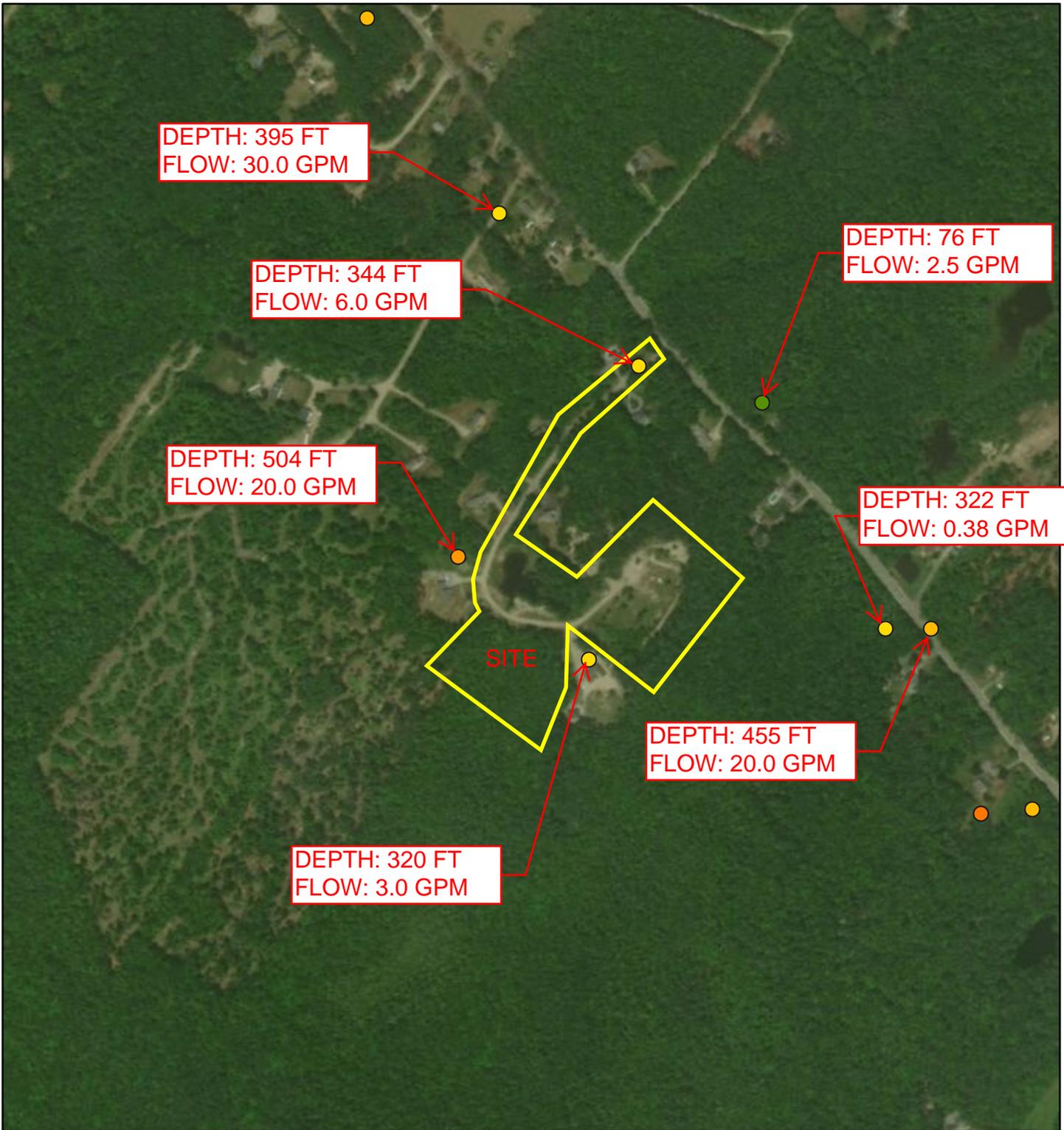
August 18, 2020



	Buildings		SPO-SP (Stream Protection Subdistrict)		Rural Farm and Forest, RF
	RoadPolygons		SPO (Shoreland Protection Overlay)		
	APO 3		Special Flood Hazard Area (FEMA)		
	SPO-RP (Wetlands H-M Value)		Wildlife Habitat Block		

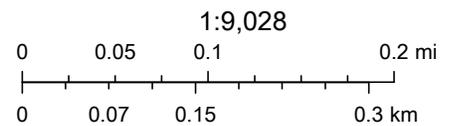
Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

# Maine Well Database



12/6/2019, 1:44:30 PM

- |                 |   |             |
|-----------------|---|-------------|
| Well Depth (ft) | ● | 400.1 - 500 |
|                 | ● | 500.1 - 600 |
|                 | ● | 600.1 - 800 |
|                 | ● | 300.1 - 400 |



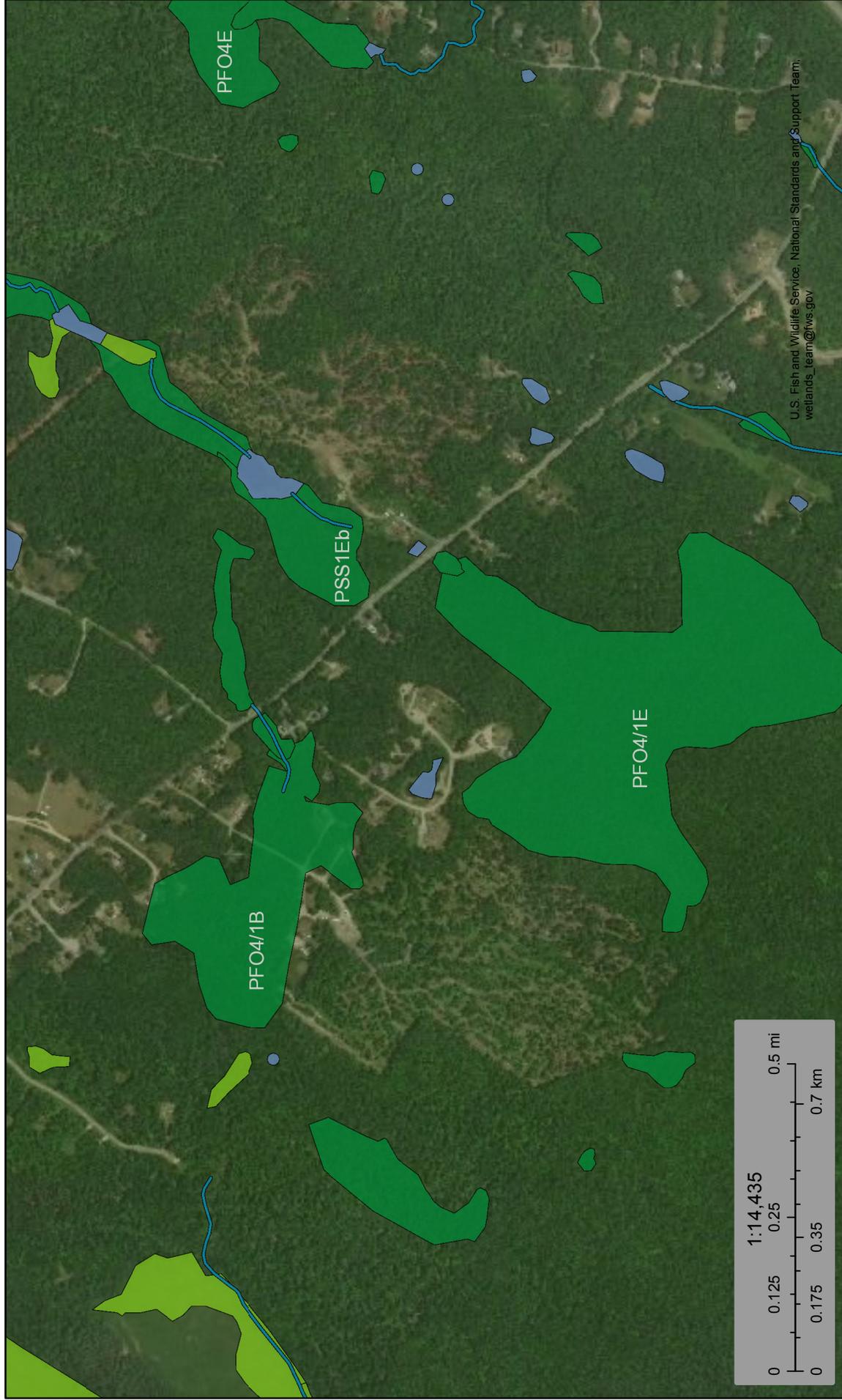
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Christina Drive Wetland Inventory



U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands\_team@fws.gov

September 3, 2019

### Wetlands

-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Other
-  Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



**NATIONAL FLOOD INSURANCE PROGRAM**

**FIRM**  
**FLOOD INSURANCE RATE MAP**

TOWN OF  
**BRUNSWICK, MAINE**  
 CUMBERLAND COUNTY

PANEL 10 OF 35  
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**  
 230042 0010 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)



**Attachment F**  
**Soils**

F

Copies of Test Pit data is provided for reference.

Soils



**Albert Frick Associates, Inc.**  
**Environmental Consultants**  
380B Main Street Gorham, ME 04038  
T: (207) 839-5563 F: (207) 839-5564  
www.albertfrick.com info@albertfrick.com

Brady Frick, LSE, President  
Albert Frick, CSS, LSE  
Christopher Coppi, CWS, LSE  
Bryan Jordan, LSE  
Matthew Logan, LSE  
Jamie Latorre, Office Manager

August 29, 2019

Patricia Labbe  
44 Christina Drive  
Brunswick, ME 04011

Re: Preliminary Soil Testing, Christina Drive (Lot 8, 10, & 11), Brunswick

Dear Patricia:

We performed preliminary soil testing on the above-referenced property on August 28, 2019. The purpose of this investigation was to determine the suitability on Lots 8, 10, & 11 for on-site subsurface wastewater disposal.

The soil is suitable in the area of TP-1, TP-1A, TP-2, TP-100, TP-101, & TP-102, as defined by the State of Maine Subsurface Wastewater Disposal Rules. See Sitelines survey plan for test pit locations. Attached are the soil profile descriptions.

A subsurface wastewater disposal system design (HHE-200 form) was completed for Lot 8. Septic designs will be needed on Lots 10 & 11 in order to obtain permits to install the systems once the building locations, building sizes, and site development is conceptualized.

Please contact me if you have any questions or additional matters for discussion.

Respectfully,

Brady Frick, LSE

Enc. Soil Profile Logs

HHE-200 form (Lot 8)

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services  
Division of Health Engineering

Town, City, Plantation  
**BRUNSWICK**

Street, Road Subdivision  
**CHRISTINA DRIVE**

Owner's Name  
**PATRICIA LABBE**

## SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 1A  Test Pit  Boring  
" Depth of Organic Horizon Above Mineral Soil

Observation Hole TP 2  Test Pit  Boring  
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0	SANDY		DARK	
	LOAM		BROWN	
	LOAMY		DARK YELLOWISH	
10	SAND	FRIABLE	BROWN	
			LIGHT	
20	GRAVELLY FINE & MEDIUM SAND		OLIVE BROWN	
				FEW, DISTINCT
30			OLIVE BROWN	COMMON DISTINCT
40	LOAMY FINE SAND & SILT	FIRM		
50				

Soil Classification: Profile 7 Condition C Slope    % Limiting Factor 24"

Ground Water  
 Restrictive Layer  
 Bedrock  
 Pit Depth

FILL PLACED PRIOR TO 1995 PER OWNER

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0			DARK	
			BROWN	
10	SANDY			
	LOAM			
20		FRIABLE	VARIABLE BROWN & YELLOWISH	
			BROWN	
30				NONE EVIDENT
40				
50				

Soil Classification: Profile 12 Condition C Slope    % Limiting Factor 42"

Ground Water  
 Restrictive Layer  
 Bedrock  
 Pit Depth

## SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 100  Test Pit  Boring  
" Depth of Organic Horizon Above Mineral Soil

Observation Hole TP 101  Test Pit  Boring  
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0			DARK	
			BROWN	
10	LOAMY SAND	FRIABLE	LIGHT YELLOWISH BROWN	
20	GRAVELLY COARSE SAND	FIRM	YELLOWISH BROWN	
30				
40				
50				

Soil Classification: Profile 5/7 Condition C Slope    % Limiting Factor 18"

Ground Water  
 Restrictive Layer  
 Bedrock  
 Pit Depth

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0	LOAMY SAND		DARK BROWN	
10	GRAVELLY COARSE SAND	FRIABLE		
20		FIRM	YELLOWISH BROWN	
30				
40				
50				

Soil Classification: Profile 5/7 Condition C Slope    % Limiting Factor 15"

Ground Water  
 Restrictive Layer  
 Bedrock  
 Pit Depth

*B. A. RA*

Site Evaluator Signature

352

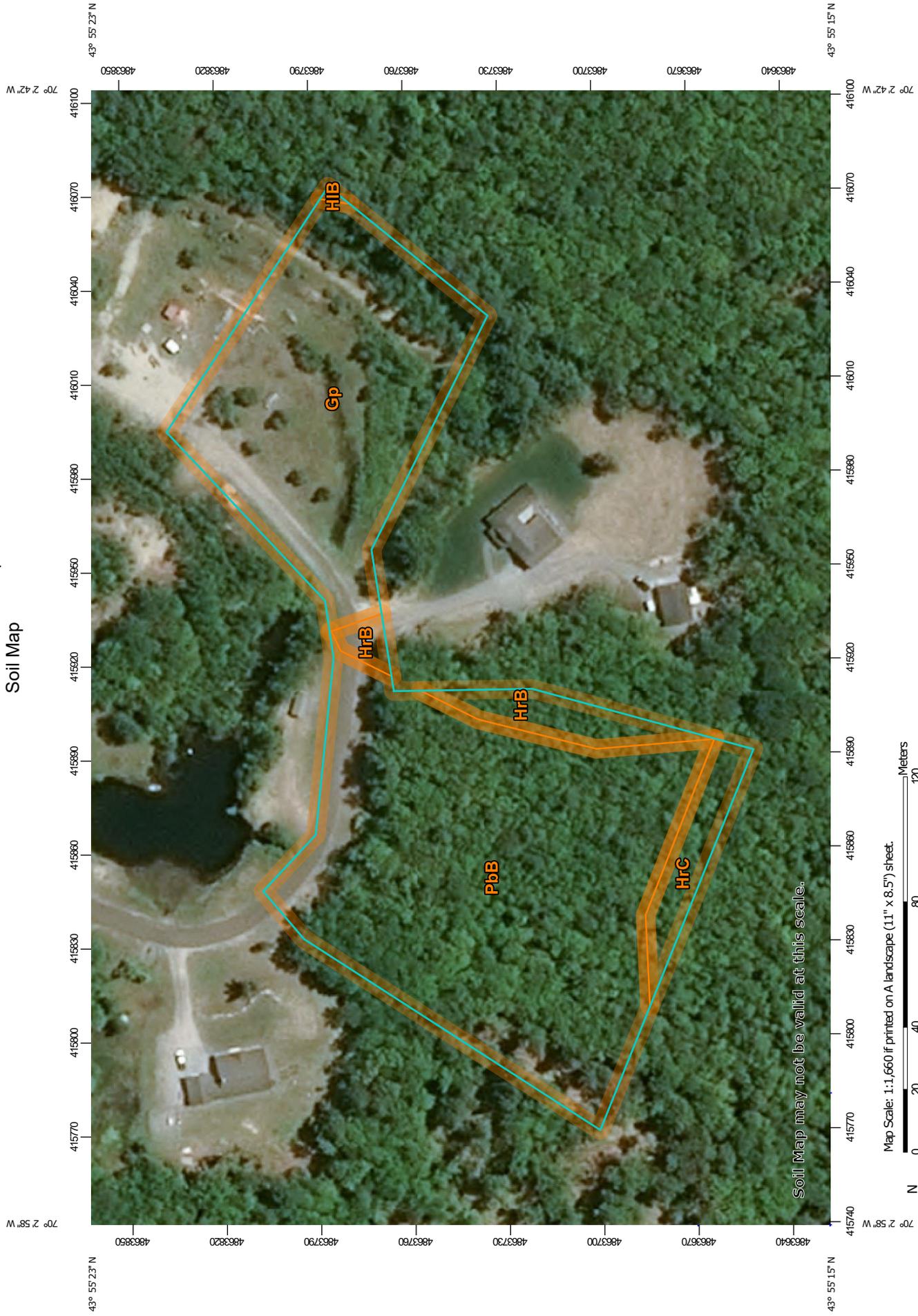
SE "

8/29/19

Date



# Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.

Map Scale: 1:1,660 if printed on A landscape (11" x 8.5") sheet.

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

## MAP LEGEND

- Area of Interest (AOI)**
  -  Area of Interest (AOI)
- Soils**
  -  Soil Map Unit Polygons
  -  Soil Map Unit Lines
  -  Soil Map Unit Points
- Special Point Features**
  -  Blowout
  -  Borrow Pit
  -  Clay Spot
  -  Closed Depression
  -  Gravel Pit
  -  Gravelly Spot
  -  Landfill
  -  Lava Flow
  -  Marsh or swamp
  -  Mine or Quarry
  -  Miscellaneous Water
  -  Perennial Water
  -  Rock Outcrop
  -  Saline Spot
  -  Sandy Spot
  -  Severely Eroded Spot
  -  Sinkhole
  -  Slide or Slip
  -  Sodic Spot
- Water Features**
  -  Streams and Canals
- Transportation**
  -  Rails
  -  Interstate Highways
  -  US Routes
  -  Major Roads
  -  Local Roads
- Background**
  -  Aerial Photography
- Other Features**
  -  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 15, Sep 6, 2018

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

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Gp	Gravel pits	1.8	34.2%
HIB	Hinckley loamy sand, 3 to 8 percent slopes	0.0	0.1%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	0.3	4.9%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	0.2	4.4%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	3.0	56.4%
<b>Totals for Area of Interest</b>		<b>5.2</b>	<b>100.0%</b>

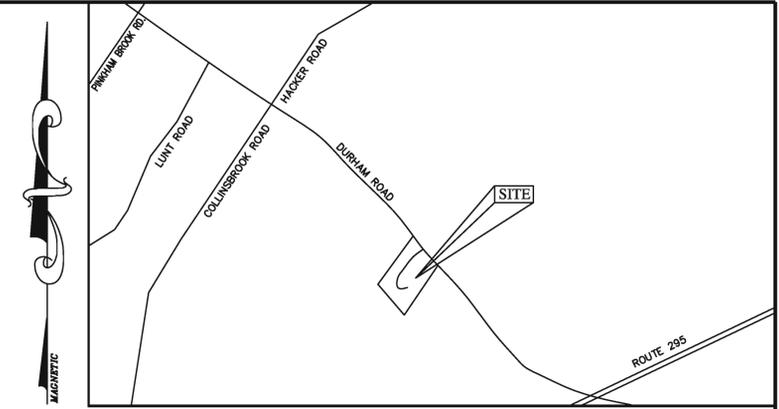
**Attachment G**  
**Subdivision Plans**



The project Subdivision Plans are included for review.

CURVE	LENGTH	RADIUS
C1	48.96'	550.00'
C2	44.50'	500.00'
C3	42.88'	150.00'
C4	57.17'	200.00'
C5	47.50'	30.64'
C6	43.23'	190.00'
C7	50.70'	190.00'
C8	10.59'	150.00'
C9	51.77'	150.00'
C10	55.83'	150.00'

LINE	BEARING	DISTANCE
L1	N 52°37'18" E	32.85'
L2	N 52°37'18" E	32.85'
L3	N 52°37'18" E	48.82'
L4	N 66°30'37" E	38.01'
L5	N 22°11'49" W	30.18'
L6	N 67°48'11" E	50.00'
L7	N 22°11'49" W	30.18'
L8	S 22°11'49" E	48.88'
L9	S 31°32'40" E	50.03'
L10	S 31°32'40" E	50.45'
L11	N 66°30'37" E	36.89'
L12	N 23°29'23" W	30.18'
L13	N 66°30'37" E	50.00'
L14	N 23°29'23" W	30.18'
L15	S 23°29'23" E	50.00'
L16	N 66°30'37" E	24.90'



- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:  
BK 23678, PG 46  
BK 8820, PG 335  
SEE ALSO DEEDS BETWEEN LABBES AND WILLIAMS/BISSON
  - PLAN REFERENCES:  
a) "STANDARD BOUNDARY SURVEY - LAND OF RAYMOND M. LABBE, PETER L. LABBE, AND PAUL E. LABBE", REVISED THROUGH MARCH 17, 1998, BY BRIAN SMITH SURVEYING, INC.  
b) "STANDARD BOUNDARY SURVEY OF LAND OWNED BY MABEL E. WILLIAMS", DATED FEBRUARY 9, 1991, BY GARY RANDALL, PLS.
  - AREA INFORMATION:  
SEE INDIVIDUAL PARCELS AT LEFT.
  - TAX MAP REFERENCE:  
MAP 10, LOT 19
  - BASIS OF BEARINGS:  
BEARINGS ARE MAGNETIC AND ARE BASED ON THE PLAN IN NOTE
  - ROAD INFORMATION:  
DURHAM ROAD R/W IS BASED ON PLAN IN NOTE 2(a) ABOVE.  
CHRISTINA DRIVE R/W IS 50 FEET WIDE AND IS BASED ON PLAN IN NOTE 2(a) ABOVE, AND AS EXTENDED HEREON. SAID ROAD IS CURRENTLY PRIVATE.
  - SPECIAL NOTE:  
TWO PREVIOUS CONVEYANCES (LOTS 4 & 6 HEREON) REFERRED TO PLANS BY THIS PREPARER TO BE RECORDED. THIS PLAN CONTAINS ALL ELEMENTS OF BOTH OF THOSE PREVIOUS PLANS WHICH WERE NEVER RECORDED.

**ZONING:**

RURAL FARM AND FOREST (RF)  
 MIN. LOT AREA 2 AC  
 MAX. DENSITY 1 DU PER 2 AC  
 MIN. LOT WIDTH 150 FEET  
 MIN. FRONT SETBACK 25 FEET  
 MIN. SIDE SETBACK 30 FEET  
 MIN. REAR SETBACK 30 FEET  
 MAX. IMPERVIOUS 20%  
 MAX. BUILDING HEIGHT 40 FEET

**DENSITY CALCULATIONS:**

AREAS:	
LOT 8:	105,280 S.F. 2.42 AC.
LOT 10:	114,397 S.F. 2.63 AC.
LOT 11:	100,610 S.F. 2.31 AC.
ASSOCIATION:	174,166 S.F. 4.00 AC.
TOTAL:	494,453 S.F. 11.35 AC.

**SUBTRACTIONS:**

POND/WETLAND:	42,146 S.F. 0.97 AC.
CHRISTINA DRIVE:	104,472 S.F. 2.40 AC.
R/W (LOT 8):	17,815 S.F. 0.41 AC.
TOTAL:	-164,433 S.F. -3.77 AC.

NET SITE AREA: 330,020 S.F. 7.58 AC.  
7.58 AC./2.00 AC. = 3.79; 3 LOTS PERMITTED

APPROVAL  
TOWN OF BRUNSWICK PLANNING BOARD

DATE: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

THIS PLAN RECEIVED APPROVAL WITH CONDITIONS, FROM THE BRUNSWICK PLANNING BOARD ON OCTOBER 28, 2003. THE COMPLETE TEXT OF THE CONDITIONS OF APPROVAL ARE TO BE RECORDED IN THE CUMBERLAND REGISTRY OF DEEDS.

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: \_\_\_\_\_  
BRUCE W. MARTINSON, PLS #2137

NOT VALID UNLESS EMBOSSED HERE

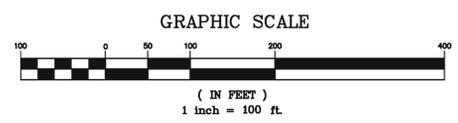
CUMBERLAND  
COUNTY REGISTRY OF DEEDS:

RECEIVED \_\_\_\_\_

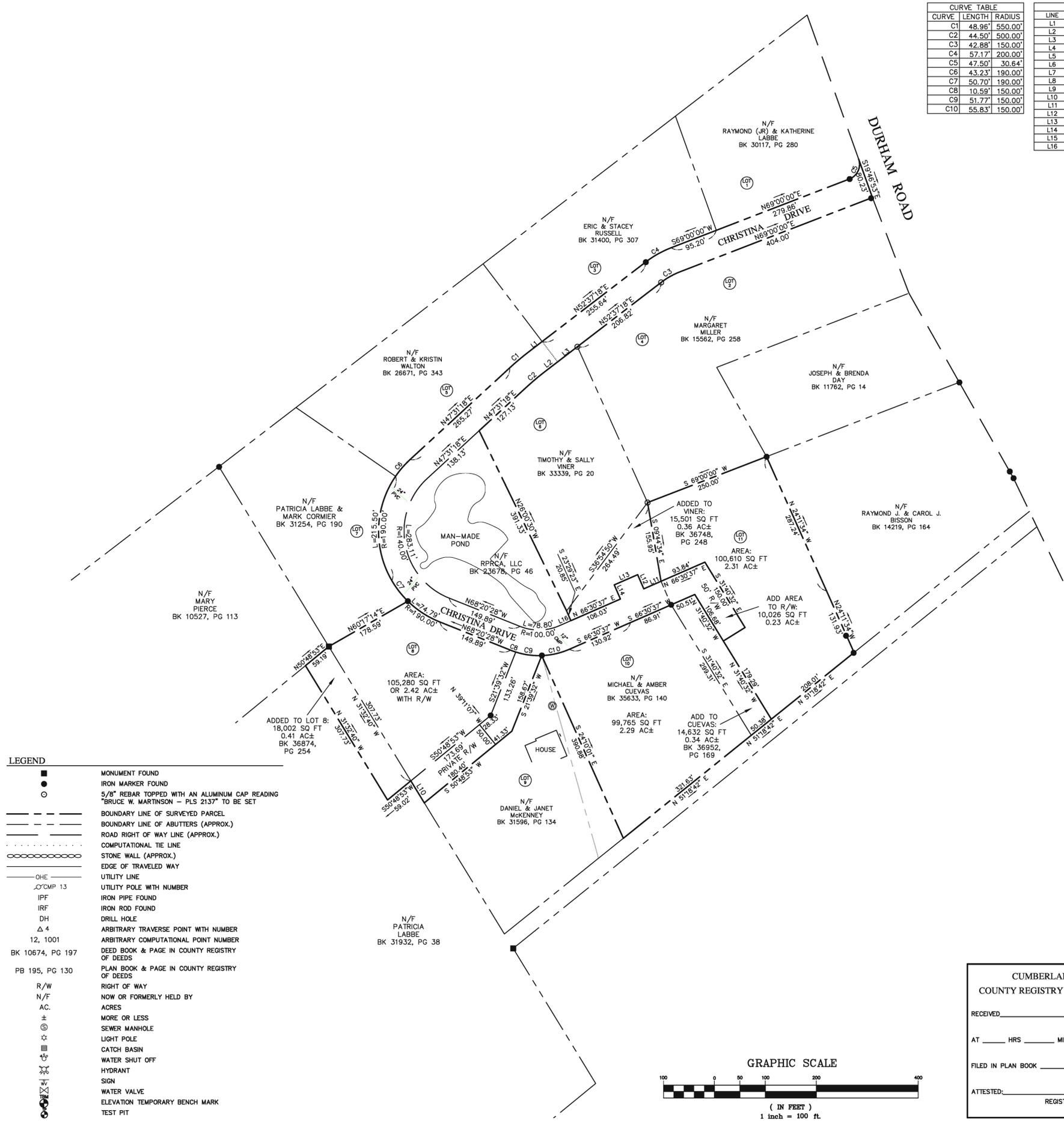
AT \_\_\_\_\_ HRS \_\_\_\_\_ MIN \_\_\_\_\_ M. AND \_\_\_\_\_

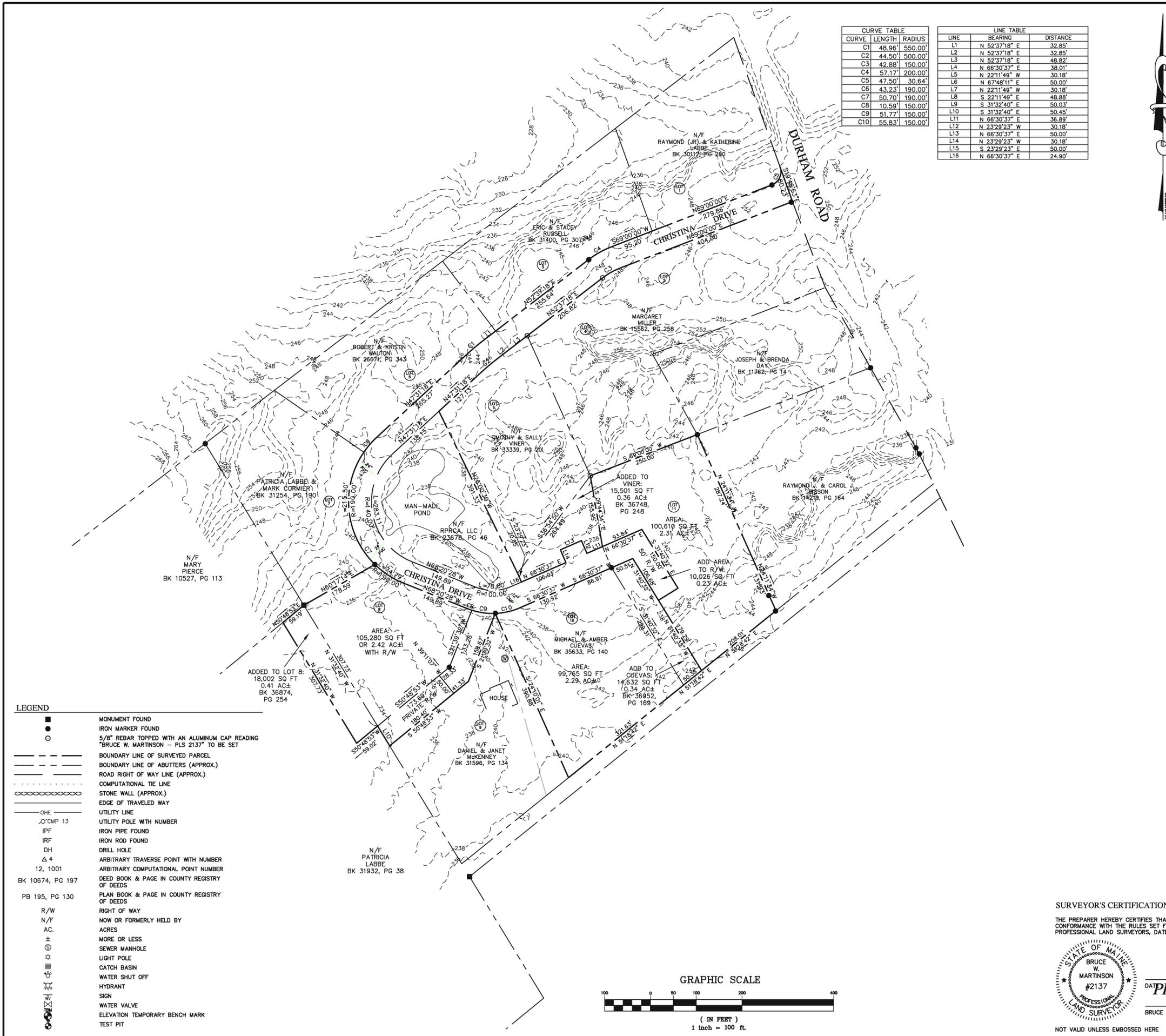
FILED IN PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

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

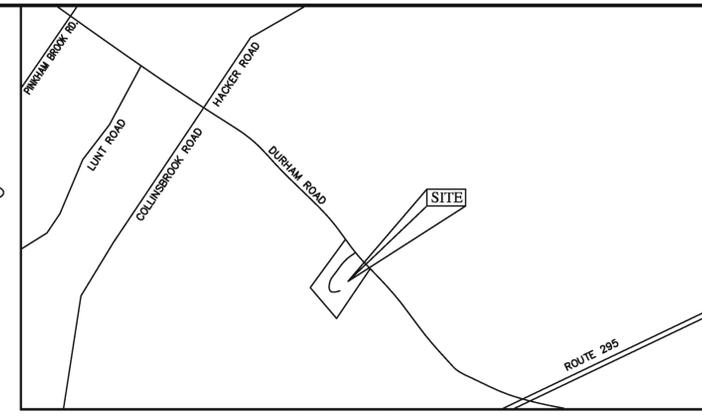


- LEGEND**
- MONUMENT FOUND
  - IRON MARKER FOUND
  - 5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
  - BOUNDARY LINE OF SURVEYED PARCEL
  - - - BOUNDARY LINE OF ADJUTERS (APPROX.)
  - · - · - ROAD RIGHT OF WAY LINE (APPROX.)
  - · · · · COMPUTATIONAL TIE LINE
  - ○ ○ ○ ○ STONE WALL (APPROX.)
  - OHE — UTILITY LINE
  - CMP 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
  - ⊕ SEWER MANHOLE
  - ☆ LIGHT POLE
  - ⊗ CATCH BASIN
  - ⊕ WATER SHUT OFF
  - ⊕ HYDRANT
  - ⊕ SIGN
  - ⊕ WATER VALVE
  - ⊕ ELEVATION TEMPORARY BENCH MARK
  - ⊕ TEST PIT





CURVE TABLE			LINE TABLE		
CURVE	LENGTH	RADIUS	LINE	BEARING	DISTANCE
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			L15	S 23°29'23" E	50.00'
			L16	N 66°30'37" E	24.90'



LOCATION MAP  
NOT TO SCALE

- NOTES:**
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BK 8820, PG 335  
SEE ALSO DEEDS BETWEEN LABBES AND WILLIAMS/BISSON
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 ASSOCIATION: 174,166 S.F. 4.00 AC.  
 TOTAL 494,453 S.F. 11.35 AC.

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 R/W (LOT 8): 17,815 S.F. 0.41 AC.  
 TOTAL -164,433 S.F. -3.77 AC.

NET SITE AREA: 330,020 S.F. 7.58 AC.  
 7.58 AC./2.00 AC. = 3.79; 3 LOTS PERMITTED

**TOPOGRAPHIC PLAN**

**SUBDIVISION PLAN OF LAND OF RPRCA, LLC**

PROPERTY ADDRESS  
44 CHRISTINA DRIVE, BRUNSWICK, ME 04011

OWNER OF RECORD ADDRESS  
44 CHRISTINA DRIVE, BRUNSWICK, ME 04011

**SITELINES**  
119 PURINGTON ROAD, SUITE A  
BRUNSWICK, MAINE 04011  
207.725.1200

CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: BM,MC,CR,CH SCALE: 1" = 100'

DRN BY: BWM JOB #: 2016

CH'D BY: BWM MAP/LOT: 10/19

DATE: 08-27-2019 FILE: 3956

SHEET:

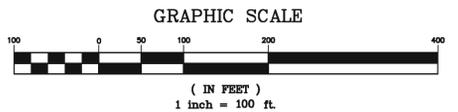
**SURVEYOR'S CERTIFICATION:**

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.

**PRELIMINARY**

BRUCE W. MARTINSON, PLS #2137

NOT VALID UNLESS EMBOSSED HERE



- 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
  - CMP 13 UTILITY POLE WITH NUMBER
  - IPF IRON PIPE FOUND
  - IRF IRON ROD FOUND
  - DH DRILL HOLE
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  - ⊙ HYDRANT
  - ⊙ SIGN
  - ⊙ WATER VALVE
  - ⊙ ELEVATION TEMPORARY BENCH MARK
  - ⊙ TEST PIT

August 21, 2020

Mr. Matt Panfil, Director  
Brunswick Planning Department  
85 Union Street  
Brunswick, ME 04011

**Re: Bowdoin College Solar Farm – 14 Transmitter Drive  
SCS Harpswell 012903 Brunswick, LLC  
Major Development Review – Sketch Plan Filing**

Dear Mr. Panfil:

On behalf of SCS Harpswell 012903 Brunswick, LLC, TRC is filing a Major Development Review Sketch Plan application for an approximately 6.4 MW-DC ground mounted solar project on the west side of the Brunswick Executive Airport on Parcel # 40-90 in the Growth College 4 zoning district.

The Project will provide clean, needed, renewable electricity to Maine and brings Bowdoin closer to its goal of offsetting the College's electricity use with 100 percent Maine-based renewable energy. Attached for your review, please find:

- Attachment 1 – Sketch Plan Application
- Attachment 2 – Application Fee
- Attachment 3 – Sketch Plan - Existing & Proposed Conditions
- Attachment 4 – Project Narrative
- Attachment 5 – Supporting Figures
- Attachment 6 – License Agreement (Documentation of Right, Title and Interest)

We very much appreciate your review of this sketch plan so we can incorporate your comments into the subsequent Major Development Review filing. Please call me if you should have any questions at 978-753-3823 or email at [JBrandt@trccompanies.com](mailto:JBrandt@trccompanies.com).

Sincerely,  
TRC Environmental Corporation

A handwritten signature in black ink that reads "Jeff Brandt". The signature is written in a cursive, flowing style.

H. Jeffrey Brandt  
Senior Project Manager

**Attachment 1**  
**Sketch Plan Application**



# Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

85 UNION STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

## BRUNSWICK PLANNING BOARD DEVELOPMENT REVIEW PACKET

This Packet Includes:

- I. Summary of Development Review Applicability and Process
  - II. Minor Development Review Application Form
- III. Sketch Plan Major Development Review Application Form
- IV. Final Plan Major Development Review Application Form
- V. Streamlined Final Plan Review Application Form

Note that this review process summary and the submission checklist are provided only as a ready reference for your convenience. For a complete reading of the provisions governing development review in Brunswick, the applicant must refer to the Brunswick Zoning Ordinance, copies of, which are available for a fee from the Department of Planning and Development.

## PURPOSE

The purpose of Development Review for site plans and subdivisions is to ensure that the development of land occurs in a manner that conforms to the Brunswick Zoning Ordinance (Zoning Ordinance) and reasonably protects public facilities, the natural environment and neighboring uses. Development review includes subdivision and site plan reviews. Applicants are advised that a building, electrical or plumbing permit may be required in addition to Development Review. For further information, contact the Town Planner, Department of Planning and Development at 207-725-6660.

## DEVELOPMENT REVIEW CATEGORIES AND THRESHOLDS

Development review applications are classified into “Minor”, “Major” and “Streamlined Major” review. Major Reviews are conducted by the Planning Board, and Minor Reviews are conducted by the Staff Review Committee. **Development review thresholds and procedures are detailed in Section 5.2.9 of the Brunswick Zoning Ordinance.** Briefly;

**Minor Plan:** For developments of lesser scale, the plan includes the final drawings on which the applicant’s subdivision or site plan is presented to the Staff Review Committee for approval and which, if approved, would be recorded at the Cumberland County Registry of Deeds.

### Major Review Components:

**Sketch Plan:** Includes conceptual maps, renderings and supportive data describing the project proposed by the applicant for initial Staff Review Committee review and recommendation to the Planning Board, followed by the review and action by the Planning Board.

**Final Plan:** Includes the final drawings on which the applicant’s subdivision or site plan is first presented to the Staff Review Committee for review and recommendation to the Planning Board, followed by review and action by the Planning Board.

**Streamlined Major Plan:** If the proposed development is located within the Brunswick Growth Area, as delineated on the Town’s Official Zoning Map, an applicant has the option to submit a Streamlined Major Plan for Planning Board review and approval. A staff-level pre-application meeting is required prior to the application being submitted.

## REVIEW PROCESS AND TIMEFRAME

Development Review shall be conducted in accordance with the Development Review Time and Processing Requirements in Table 5.2.9.1 of the Zoning Ordinance and provided below. All time limits are expressed in calendar days. In cases where the date prescribed in this Table is a legal holiday, all deadlines shall apply to the previous working day.

**Table 5.2.9.1: Development Review Time and Processing Requirements**

Timing	Minor Development Review (Staff Review Committee)	Standard Major Development Review (Planning Board)	Streamlined Major Development Review (Planning Board)
No less than 21 days prior to Review Authority Meeting		Deadline for filing one (1) copy of application for Planning Board consideration.	No less than 21 days prior to Planning Board consideration, applicant shall meet with Department staff to discuss application.
No less than 14 days prior to Review Authority meeting	Deadline for filing one (1) copy of application for Staff Review Committee consideration. Staff confirms that application is complete within three (3) working days and completes abutter notification in accordance with Subsection 5.1.3.B(1). The applicant then supplies 12 copies of all application materials and one (1) electronic copy.	Within five (5) working days, staff confirms that application is complete and all owners of property per Subsection 5.1.3.B(1) are notified of the Staff Review Committee and Planning Board meetings. The applicant then supplies 12 copies of all application materials and one (1) electronic copy for Staff Review Committee distribution.	Deadline for filing one (1) copy of application for Planning Board consideration. <sup>1</sup> Staff confirms that application is complete and all owners of property per Subsection 5.1.3.B(1) are notified of the Staff Review Committee and Planning Board meetings. The applicant then supplies 12 copies of all application materials and one (1) electronic copy for Staff Review Committee distribution.
No less than seven (7) days prior to Review Authority meeting		The application shall be brought before the Staff Review Committee for comments and recommendation. Within five (5) days following the Staff Review Committee meeting, the applicant shall supply nine (9) copies of the revised plans and one (1) electronic version for distribution to Planning Board. If a Public Hearing is required, the first of two (2) required notices shall appear in a newspaper of general circulation no less than seven (7) days prior to the hearing.	The application shall be brought before the Staff Review Committee for comments and recommendation. Within five (5) days following the Staff Review Committee meeting, the applicant shall supply nine (9) copies of the revised plans and one (1) electronic version for distribution to Planning Board. If a Public Hearing is required, the first of two (2) required notices shall appear in a newspaper of general circulation no less than seven (7) days prior to the hearing.
No less than three (3) days prior to Review Authority meeting	The Director shall issue preliminary Findings of Fact based on Subsection 5.2.9.O and shall issue a draft set of conditions of approval, if any. This material shall be mailed, emailed, faxed, or hand delivered to the Staff Review Committee and the applicant.	The Director shall issue preliminary Findings of Fact based on Subsection 5.2.9.O and shall issue a draft set of conditions of approval, if any. This material shall be mailed, emailed, faxed, or hand delivered to the Planning Board and the applicant.	The Director shall issue preliminary Findings of Fact based on Subsection 5.2.9.O and shall issue a draft set of conditions of approval, if any. This material shall be mailed, emailed, faxed or hand delivered to the Planning Board and the applicant.
No more than seven (7) days after decision by Review Authority	The Staff Review Committee shall transmit its written decision and Findings of Fact to the applicant.		

<b>Table 5.2.9.1: Development Review Time and Processing Requirements</b>			
<b>Timing</b>	<b>Minor Development Review (Staff Review Committee)</b>	<b>Standard Major Development Review (Planning Board)</b>	<b>Streamlined Major Development Review (Planning Board)</b>
No more than 30 days after decision by Review Authority if Public Hearing held, or no more than 60 days if no public hearing is held.		The Planning Board shall transmit its written decision and Findings of Fact to the applicant.	The Planning Board shall transmit its written decision and Findings of Fact to the applicant.
No more than 30 days after application is deemed complete by staff.	The Review Authority shall consider an application unless postponement is requested or agreed to by applicant.		
<b>NOTES:</b> 1. If application lacks any required submittal materials, the streamlined process shall be terminated and the application shall revert back to the Major Development Review process.			

Flowcharts illustrating specific review procedures for each development review category are attached.

**APPLICABLE FEES**

**Application Fees**

The following application fees shall be paid for any project undergoing development review. For projects that meet the public hearing threshold or projects for which the Planning Board schedules a public hearing an additional \$250.00 fee will be assessed to cover the costs of advertising.

**Minor Development Review:**

- \$200.00

**Major Subdivision:**

SKETCH PLAN: \$125 per lot proposed  
 FINAL PLAN: \$175 per lot proposed

**Major Site Plan:**

- SKETCH PLAN:
- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.05.
  - For all other developments the fee is \$200.00.
- FINAL PLAN:
- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.12.
  - For all other developments the fee is \$200.00.

**Impact Fees**

Impact fees may apply depending upon the type of proposed development and will be determined during the development review process.

**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?

The applicant, SCS Harpswell 012903 Brunswick, LLC, will design, construct, own and operate the ground mounted photovoltaic solar project on the property owned by Bowdoin College.

---

12. Assessor's Tax Map 40 Lot Number 90 of subject property.

13. Brief description of proposed use/subdivision: \_\_\_\_\_

The proposed Project is an approximately 6.4 MW-DC ground mounted photovoltaic solar project on land adjacent to west side of the Brunswick Executive Airport. The facility will produce clean needed renewable electricity and will be interconnected with the electric grid via an interconnection line at Bickford Street.

14. Describe specific physical improvements to be done: \_\_\_\_\_

Physical improvements include clearing and grading where required, construction of a perimeter security fence, installation of the racking structures and solar panels, underground electrical conduits, and interconnection improvements. The facility will use existing private roads located on the west side of the airport to access the array.

Owner Signature:

John C Simoneau Assoc. Director Capital Projects

Applicant Signature (if different):

DocuSigned by:  
Rennie Friedman  
BF80F12E0E70401...

Rennie Friedman

#### **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

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

Sketch Plan

<b>General</b>	Application form and fee	
	Name of development	
	Existing zoning district and overlay designations	
	Location map	
	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	
	Draft performance guarantee or conditional agreement	
<b>Survey, Topography, &amp; Existing Conditions</b>	Scale, date, north point, and area	
	Existing easements associated with the development	
	Existing locations of sidewalks	
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas	
	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.	
<b>Proposed Development Plan</b>	Number of lots if a subdivision	

## 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			
	Location of existing utilities; water, sewer, electrical lines, and profiles of underground facilities			
<b>Survey, Topography, &amp; Existing Conditions</b>	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**

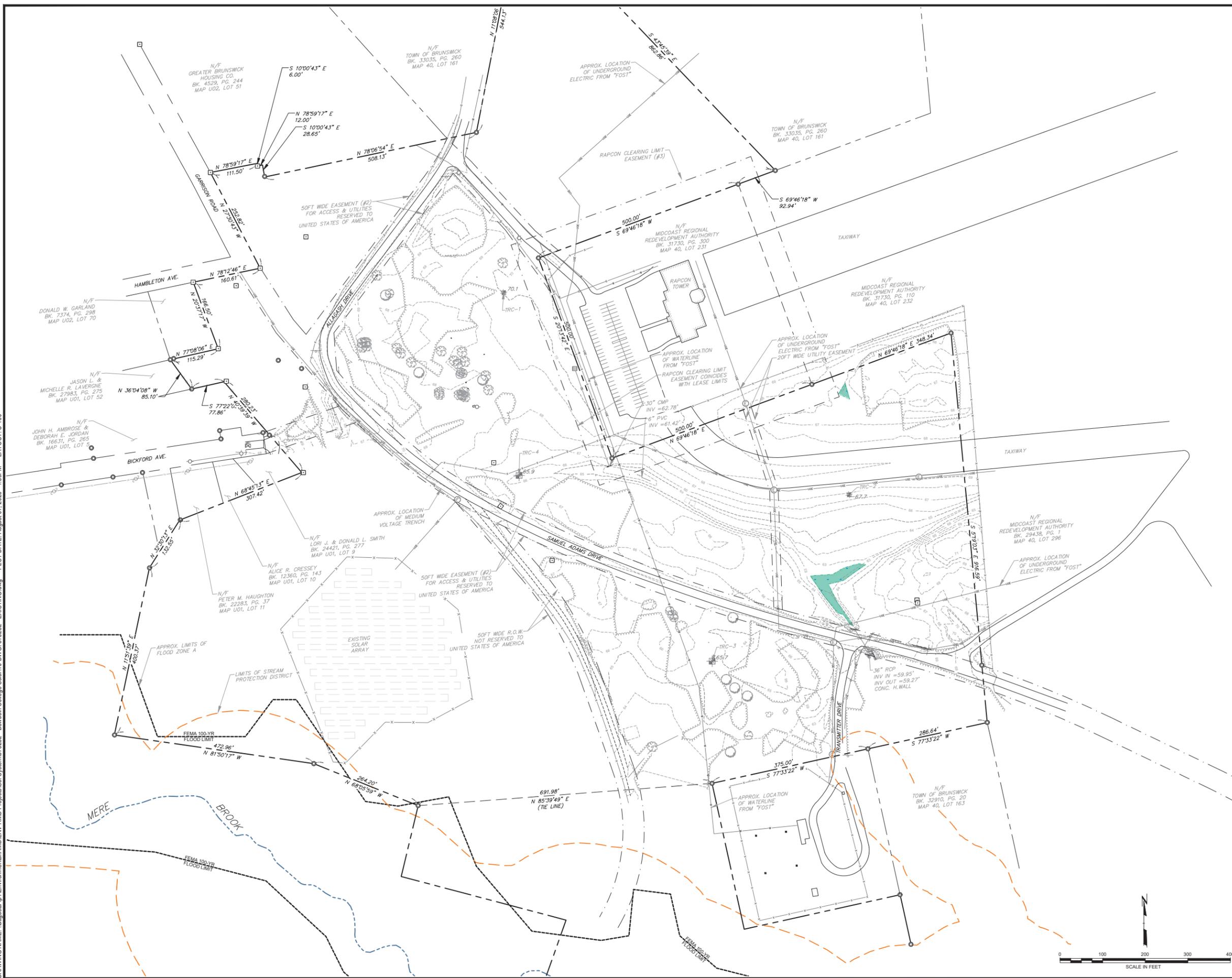
Please mark box with one of the following:  
**“W”** (Waiver); **“P”** (Pending); **“X”** (Submitted) or **“N/A”** (Not applicable)

		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			

**Attachment 2**  
**Application Fee**

**Attachment 3**  
**Sketch Plan - Existing & Proposed Conditions**

2436 - USER TOWNSHIP - ATTACHED XREFS - ATTACHED IMAGES - DigSafe - Bowdoin College Solar10-DWG1 375232 - EXISTING.dwg - PLOT DATE: August 07, 2020 - 1:36PM - LAYOUT: C-100  
DRAWING NAME: \\augusta-fp1\Environmental\RMID\ENV RMD Projects\Sol System\375232 - Bowdoin College Solar10-DWG1 375232 - EXISTING.dwg



**LEGEND**

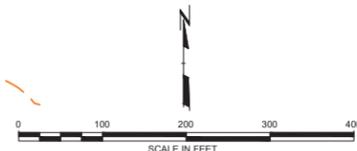
- SURVEYED PROPERTY BOUNDARY
- - - APPROXIMATE ABUTTING PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- TIE LINE
- - - EASEMENT
- MONUMENT
- IRON PIPE/ROD
- △ SURVEY CONTROL
- ⊕ TRC-1 GEOTECHNICAL BORING LOCATION & ID
- EXISTING EDGE OF PAVEMENT/CONCRETE
- - - EXISTING EDGE OF GRAVEL
- EXISTING FENCE
- EXISTING OVERHEAD ELECTRIC & POLES
- EXISTING UNDERGROUND ELECTRIC & MANHOLE
- EXISTING WATERLINE
- EXISTING GAS LINE
- EXISTING STORMDRAIN
- EXISTING CONIFER TREE
- EXISTING DECIDUOUS TREE
- ▭ EXISTING BUILDING
- - - 70 EXISTING MAJOR CONTOUR
- - - 68 EXISTING MINOR CONTOUR
- x 69.7 EXISTING SPOT ELEVATION
- EXISTING TREES AND/OR BUSH
- ▭ DELINEATED WETLAND
- - - LIMIT OF FEMA 100-YR FLOODPLAIN
- - - LIMIT OF STREAM PROTECTION DISTRICT

- NOTES**
- PLAN REFERENCES:
    - "ALTANSPLS LAND TITLE SURVEY - BOWDOIN SOLAR ARRAY LEASE AREA, SAMUEL ADAMS DRIVE, BRUNSWICK, ME 04011" PREPARED BY NORTHERN SURVEY ENGINEERING, LLC DATED JUNE 26, 2020, PROJECT NO. 20029.
    - "BOUNDARY SURVEY - BRUNSWICK NAVAL AIR STATION PROPERTY" PREPARED FOR THE DEPARTMENT OF THE NAVY, NORTHERN DIVISION BY SEBAGO TECHNICS, JOB NO. 96278, SHEETS 1-10 RECORDED IN PLAN BOOK 197, PAGES 457-466.
    - "BOUNDARY PLAN 2 - WEST SIDE PARCEL SURVEYS" & "BOUNDARY PLAN 3 - WEST PARCEL SURVEYS" PREPARED FOR BOWDOIN COLLEGE & THE TOWN OF BRUNSWICK BY SITESINES, PA, SHEETS C4 & C5 DATED JULY 9, 2010 AND LAST REVISED MARCH 14, 2013. PLANS NOT RECORDED.
  - BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON ON-THE-GROUND FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY, 2020. THE PROJECT HORIZONTAL DATUM IS MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1802-NAD83, US SURVEY FEET. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS.
  - UTILITY INFORMATION DEPICTED IS COMPILED USING PHYSICAL SURFACE EVIDENCE LOCATED IN THE FIELD IN CONJUNCTION WITH ANY RECORD INFORMATION AVAILABLE AT THE TIME OF THE FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY OF 2020, AND MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. THEREFORE ALL UTILITY LOCATIONS SHOULD BE CONSIDERED AS APPROXIMATE AND BE VERIFIED BY THE CONTRACTOR. DISASSEMBLY SHALL BE NOTIFIED A MINIMUM OF 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION. FULL UTILITY COORDINATION WITH NON-MEMBER UTILITIES AND USE OF GROUND-PENETRATING-RADAR TO LOCATE UTILITIES SHOULD BE PERFORMED AS NECESSARY.
  - WETLAND DELINEATION WAS PERFORMED BY TRC IN APRIL OF 2020 AND LOCATED USING MAPPING GRADE GPS UNITS.

**PERMITTING**  
NOT FOR CONSTRUCTION



PROFESSIONAL ENGINEER:	
DATE:	
PROJECT: SOL SYSTEMS - BOWDOIN COLLEGE SOLAR PROPOSED SOLAR ARRAY SAMUEL ADAMS DR, BRUNSWICK, ME	
TITLE: SKETCH PLAN: EXISTING	
DRAWN BY: TRC/TND	PROJ. NO.: 375232
CHECKED BY: ASW	
APPROVED BY: TND	<b>C-100</b>
DATE: AUGUST 2020	
14 Gabriel Drive Augusta, ME 04330 Phone: 207.620.3800 www.trcsolutions.com	
FILE NO.:	375232 - EXISTING.dwg



2406 - USER: TND\tdm - ATTACHED XREFS: 375232 - EXISTING - ATTACHED IMAGES: DigSafe, DigSafe  
 DRAWING NAME: \Augusta-fp1\Environment\RM\ENV RMD Projects\Sol System\375232 - Bowdoin College Solar\10-DWG\375232 - BASE.dwg - PLOT DATE: August 07, 2020 - 1:31PM - LAYOUT: C-200



### LEGEND

- SURVEYED PROPERTY BOUNDARY
- APPROXIMATE ABUTTING PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- TIE LINE
- EASEMENT
- MONUMENT
- IRON PIPE/ROD
- SURVEY CONTROL
- TRC-1
- EXISTING EDGE OF PAVEMENT/CONCRETE
- EXISTING EDGE OF GRAVEL
- EXISTING FENCE
- EXISTING OVERHEAD ELECTRIC & POLES
- EXISTING UNDERGROUND ELECTRIC & MANHOLE
- EXISTING WATERLINE
- EXISTING GAS LINE
- EXISTING STORMDRAIN
- EXISTING CONIFER TREE
- EXISTING DECIDUOUS TREE
- EXISTING BUILDING
- 70 - EXISTING MAJOR CONTOUR
- 68 - EXISTING MINOR CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING TREES AND/OR BRUSH
- DELINEATED WETLAND
- LIMIT OF FEMA 100-YR FLOODPLAIN
- LIMIT OF STREAM PROTECTION DISTRICT
- PROPOSED GRAVEL ACCESS/PAV
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED TREE LINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED OVERHEAD ELECTRIC LINE AND POLE
- PROPOSED MV UNDERGROUND ELECTRIC LINE
- PROPOSED FIXED-TILT ARRAY RACKING

- ### NOTES
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON ON-THE-GROUND FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY, 2020. THE PROJECT HORIZONTAL DATUM IS MAINE STATE PLANE COORDINATE SYSTEM WEST ZONE 1802-NAD83. US SURVEY FEET. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON GPS OBSERVATIONS.
  - UTILITY INFORMATION DEPICTED IS COMPILED USING PHYSICAL SURFACE EVIDENCE LOCATED IN THE FIELD IN CONJUNCTION WITH ANY RECORD INFORMATION AVAILABLE AT THE TIME OF THE FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY OF 2020, AND MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. THEREFORE ALL UTILITY LOCATIONS SHOULD BE CONSIDERED AS APPROXIMATE AND BE VERIFIED BY THE CONTRACTOR. DISASTRE SHALL BE NOTIFIED A MINIMUM OF 72-HOURS PRIOR TO COMMENCING ANY EXCAVATION. FULL UTILITY COORDINATION WITH NON-MEMBER UTILITIES AND USE OF GROUND-PENETRATING-RADAR TO LOCATE UTILITIES SHOULD BE PERFORMED AS NECESSARY.
  - WETLAND DELINEATION WAS PERFORMED BY TRC IN APRIL OF 2020 AND LOCATED USING MAPPING GRADE GPS UNITS.

**PERMITTING**  
 NOT FOR CONSTRUCTION



PROFESSIONAL ENGINEER:	
DATE:	
NO.	DATE
REVISION	APPD.
<b>PROJECT:</b> SOL SYSTEMS - BOWDOIN COLLEGE SOLAR PROPOSED SOLAR ARRAY SAMUEL ADAMS DR, BRUNSWICK, ME	
<b>TITLE:</b> SKETCH PLAN: PROPOSED DEVELOPMENT	
DRAWN BY: TRC/TND	PROJ. NO.: 375232
CHECKED BY: ASW	
APPROVED BY: TND	
DATE: AUGUST 2020	
<b>C-200</b>	
14 Gabriel Drive Augusta, ME 04330 Phone: 207.620.3800 www.trcsolutions.com	
FILE NO.: 375232 - BASE.dwg	



## **Attachment 4 Project Narrative**

# Project Narrative

**Location: 14 Transmitter Drive**  
**Parcel # 40-90**  
**Zoning District: GC4**

## PROJECT DESCRIPTION

The proposed Project is an approximately 6.4 MW-DC ground mounted photovoltaic solar project located on land formally occupied by the Brunswick Naval Air Station and now owned by Bowdoin College. The proposed development site is adjacent to west side of the Brunswick Executive Airport on Parcel # 40-90 (Brunswick Tax Map) in the Growth College 4 zoning district. The Project area will occupy about 19 acres of the 114.80 acre lot. The area abuts the former Navy air traffic control tower. A portion of the proposed Project area had been developed and used by the Navy for an obstacle training course and those structures were removed from the site in 2015. There is an existing solar array, constructed in 2014, located on 3 acres on the same lot to the south of the proposed Project site. The remaining acreage is mostly undeveloped.

The Applicant, SCS Harpswell 012903 Brunswick, LLC ("SCS"), will construct, install, own and operate the solar electric generating system. Physical improvements include clearing and grading where required, construction of a perimeter security fence, installation of racking structures, solar panels, underground electrical conduits, necessary switchgear, and interconnection improvements. The system will be comprised of approximately 17,000 solar panel modules mounted on a racking structure supported by steel piles. Design of the racking structures and panels will meet the applicable dimensional and density standards (height, setbacks, impervious coverage) of the Brunswick Zoning Ordinance. The solar installation will connect with the electric grid via an interconnection line to CMP poles at Bickford Street. A draft site plan showing the proposed configuration is included with this application.

This partnership between SCS and Bowdoin creates a Project that provides clean, needed, renewable electricity in Maine. The Project also brings Bowdoin closer to its goal of offsetting the College's electricity use with 100 percent Maine-based renewable energy and supports Bowdoin's ongoing commitment to reduce the College's carbon footprint.

## Summary of Construction Procedures

Construction work will include installation of erosion and sediment control features (staked silt fence and or staked strawbales) on the perimeter of site and along identified wetland edges where needed to ensure sediments from disturbed areas are not transported into wetlands or offsite during construction. After sediment control features are installed, the land will be cleared of woody vegetation, graded where necessary, and then the security fence, pile supports, racking structure, panels, underground conduits and switchgear will be installed. The site will be stabilized and reseeded as soon as possible after disturbance. Detailed construction

procedures, erosion and sedimentation control features and mitigation measures to minimize impacts to environmental resources will be provided as part of the Final Plan Major Development Review filing, inclusive of feedback provided on this Sketch Plan filing.

## **Stormwater**

Stormwater will be controlled to ensure compliance with Maine's Stormwater Management Standards and Section 4.5.4 – Stormwater Management of the Brunswick Zoning Ordinance. The Project's design will be completed to ensure that the existing stormwater management conveyances and downgradient abutting properties will not be adversely affected by the proposed development. SCS will be filing for a Stormwater Permit by Rule and will provide further information to the Town on the Project's stormwater design to support the development application. As currently proposed, the Project will result in less than 0.25-acres of new impervious area; however, if proposed impervious area is equal to or exceeds 0.25-acres than stormwater treatment will be provided in accordance with Table 4.5.4.C of Brunswick's Zoning Ordinance. Proposed impervious surfaces will be limited to small concrete equipment pads and gravel access drives associated with each of the sub-array areas. In general, the site is moderately sloped and existing topography is within slope tolerances of array racking, meaning that only minimal localized grading will be needed. The geotechnical investigation performed in the Project area revealed site soils are primarily well-draining sands to a depth of approximately 14 feet below ground surface. Given the soils are sandy (e.g. site contains Deerfield loamy fine sand, 3 to 8 percent slopes (Moderately well drained) and Windsor loamy sand, 0 to 8 percent slopes (Excessively drained)), rainfall will be absorbed into the soils. Finally, the site itself will be reseeded and covered with vegetation, with very little impervious areas added and thus we do not expect significant challenges developing a design that meets applicable stormwater standards. TRC will provide a written stormwater management plan with supporting calculations and technical details as needed to ensure stormwater is addressed adequately. The site is not located in a Floodplain and as such there are no issues with floodplain storage or applicable construction requirements for building in a floodplain.

## **Consultation with Maine Natural Areas Program and the Maine Inland Fish and Wildlife Program**

On behalf of SCS, TRC consulted the Maine Natural Areas Program (MNAP) and the Maine Department of Inland Fisheries and Wildlife (MDIFW) to search their records for the presence of rare or unique botanical features, and information for known locations of Endangered or Threatened (T&E), and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns, respectively. MNAP identified the Project area as being within a mapped and rare natural community with an occurrence of a State Endangered rare plant, and the MDIFW identified the potential for two rare songbirds. MDIFW also noted the potential presence of state-listed bat species, and potential Significant Vernal Pools and Streams.

## **MDIFW**

With respect to the rare song bird potential, per the recommendation of MDIFW, we conducted a study to assess the presence of the State Threatened Upland Sandpiper (*Bartramia longicauda*) and the State Endangered Grasshopper Sparrow (*Ammodramus savannarum*). The avian assessment was conducted in June 2020, in accordance with a scope provided by MDIFW and found no state-listed T&E species on site. The study found two species of Special Concern: Prairie Warbler (*Setophaga discolor*) and Eastern Towhee (*Pipilo erythrophthalmus*), using open grassland/shrubby areas, and one Black-and-White Warbler (*Mniotilta varia*), also Special Concern, was documented using forest/forest edges.

While no formal survey was conducted, bats were not observed on site and TRC field scientists surveyed for areas of rock talus or piles greater than 1000 square feet (e.g. bat rock nesting sites), as recommended by the MDIFW, and found none. In addition, during the field surveys by TRC wetland scientists, no vernal pools were identified, and no streams were identified.

## **MNAP**

According to MNAP, a large portion of the site includes area mapped as the rare natural community *Sandplain Grassland* (Little Bluestem – Blueberry Sandplain Grassland) which is rated as quality “C”, or “fair”, with “A” being excellent, and “B” being good. In addition, an occurrence of the State Endangered rare plant Clothed Sedge is mapped on the MNAP database. TRC met with MNAP on June 22, 2020 on site, and conducted a site walk of the Project area to assess the presence of Clothed Sedge. While MNAP did not confirm the presence of Clothed Sedge, they did identify three possible areas of a potential rare plant that is currently being confirmed by MNAP. TRC is awaiting confirmation from MNAP, regarding positive species identification, and subsequent recommendations on habitat and rare plant impact minimization.

## **Other Natural Resources**

Regarding other natural features, the Project Survey Area was once part of an active Naval Air Base and remnants of its previous use remain on the site including fencing and a runway strip in the north part of the Project site. Approximately 8.7 acres of the site will require clearing and grubbing with instances of isolated tree removal throughout the remainder of the array area. The wooded areas of the site are primarily white pine (*Pinus strobus*) with a mix of secondary species. Other species present include quaking aspen (*Populus tremuloides*), northern red oak (*Quercus rubra*), red maple (*Acer rubrum*), and gray birch (*Betula populifolia*). There are also a small number of pitch pine (*Pinus rigida*) located on the south east side of northern most Project Survey Area, just south of the old section of runway. Please note that this is not a Pitch Pine natural community identified by MNAP.

The site has two small wetland pockets. Given the small size of the site, one of these wetland areas will be impacted to provide necessary space for generating capacity to keep the Project economically viable. We expect total wetlands impacts on the Project to be less than 4300 SF

and thus a state wetlands permit will not be required. SCS will obtain the required wetland approvals, which will include authorization from the U.S. Army Corps of Engineers under the Clean Water Act. No vernal pools or streams were identified on site.

## Zoning

The site is located on land zoned as "Growth College 4" (GC4) under Section 2.13(D) of the Brunswick Zoning Ordinance. The Growth College 4 (GC4) District:

*"provides for the redevelopment of lands on the west side of the former Brunswick Naval Air Station (BNAS) conveyed to Bowdoin College. The District is intended to accommodate residential and non-residential college-related uses consistent with the BNAS Reuse Master Plan and conveyance documents. Supplemental neighborhood protection standards are in place to increase compatibility with residential uses near and adjacent to the District."*

Renewable energy generating facilities as a principle use (which includes solar facilities) are "permitted" under the ordinance per Section 3.2 Permitted Use Table for Growth Area Zoning Districts subject to conditions at 3.4.1.U.

The requirements of Section 3.4.1.U for large scale solar projects are provided below followed by information on compliance with these requirements:

*Maximum Height: Ground mounted large-scale solar energy collection facilities shall not exceed 20 feet in height, measured from the ground level to the highest point of the facility.*

The maximum height of the solar arrays is 8 feet.

*Setbacks: Ground-mounted large-scale solar energy collection facilities shall be located a minimum of ten (10) feet from all property lines and other structures, or be setback a distance equal to the total height of the facility, whichever is greater. Additional setbacks may be required to mitigate visual and functional impacts.*

The facility will have a 10 foot setback from the fence line, which is located on the property line in some areas and offset in others. The distance to the closest residential structure is approximately 230 feet to the west.

*Ground mounted large-scale solar energy collection facilities shall be screened from view from each abutting public right-of-way in accordance with Subsection 4.6.4 (Landscaping Buffers). All ancillary structures shall comply with all applicable zoning district dimensional standards.*

The facility is screened from residential areas to the west via a natural forested buffer and should not require landscaping or other additional screening methods.

*Site lighting shall comply with Sections 4.10 (Outdoor Lighting) and 4.12 (Neighborhood Protection).*

No lighting is proposed.

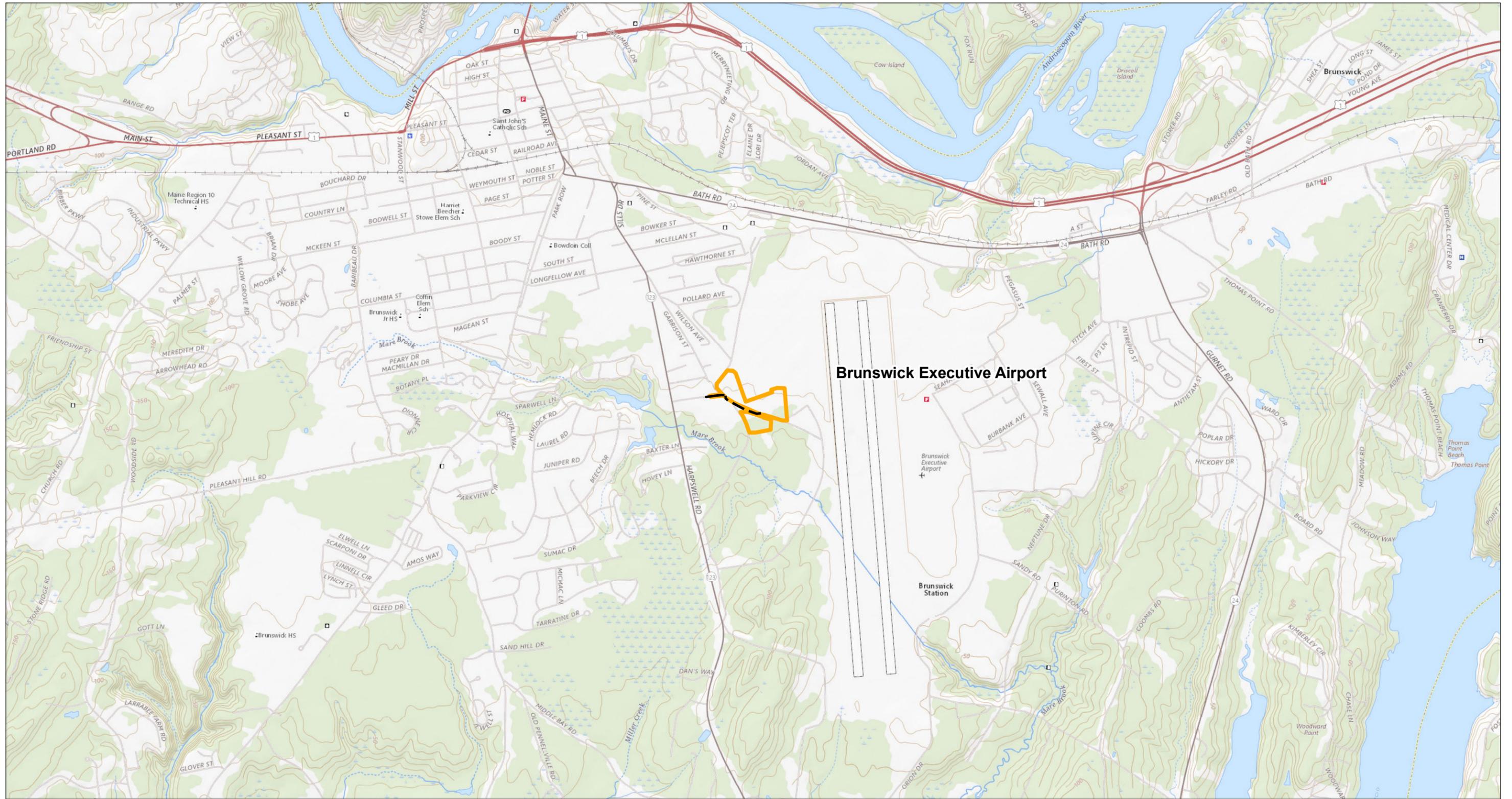
### **Compliance with Setbacks**

The facility layout complies with required setbacks for solar arrays in growth areas per the zoning code, which states: *Setbacks: Ground-mounted large-scale solar energy collection facilities shall be located a minimum of ten (10) feet from all property lines and other structures, or be setback a distance equal to the total height of the facility, whichever is greater.* The maximum height of the panels will be around 8 feet, meaning that the 10 foot setback will govern.

### **Visual Impacts and Noise**

The site is separated from residential areas by a forested buffer, which, along with the very low height of the facility (approximately 8 feet high), will minimize visual impacts. The electrical equipment will generate very low levels of noise during daytime hours. Such noise should not be audible from residences in the area. No water and sewer are proposed at the site. Once constructed, the Project will have no impact on utilities or other public services of the Town of Brunswick, cause no traffic, noise, and result in minimal environmental impacts.

## **Attachment 5 Supporting Figures**

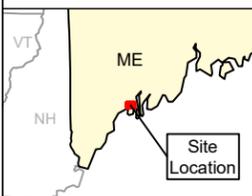
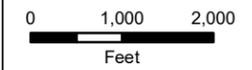


- Proposed Overhead Wire
- Proposed Underground Wire
- Proposed Project Area

**PROJECT FEATURE LOCATIONS ARE ESTIMATED  
SEE ENGINEERING DRAWINGS FOR EXACT LOCATIONS**

DRAFT

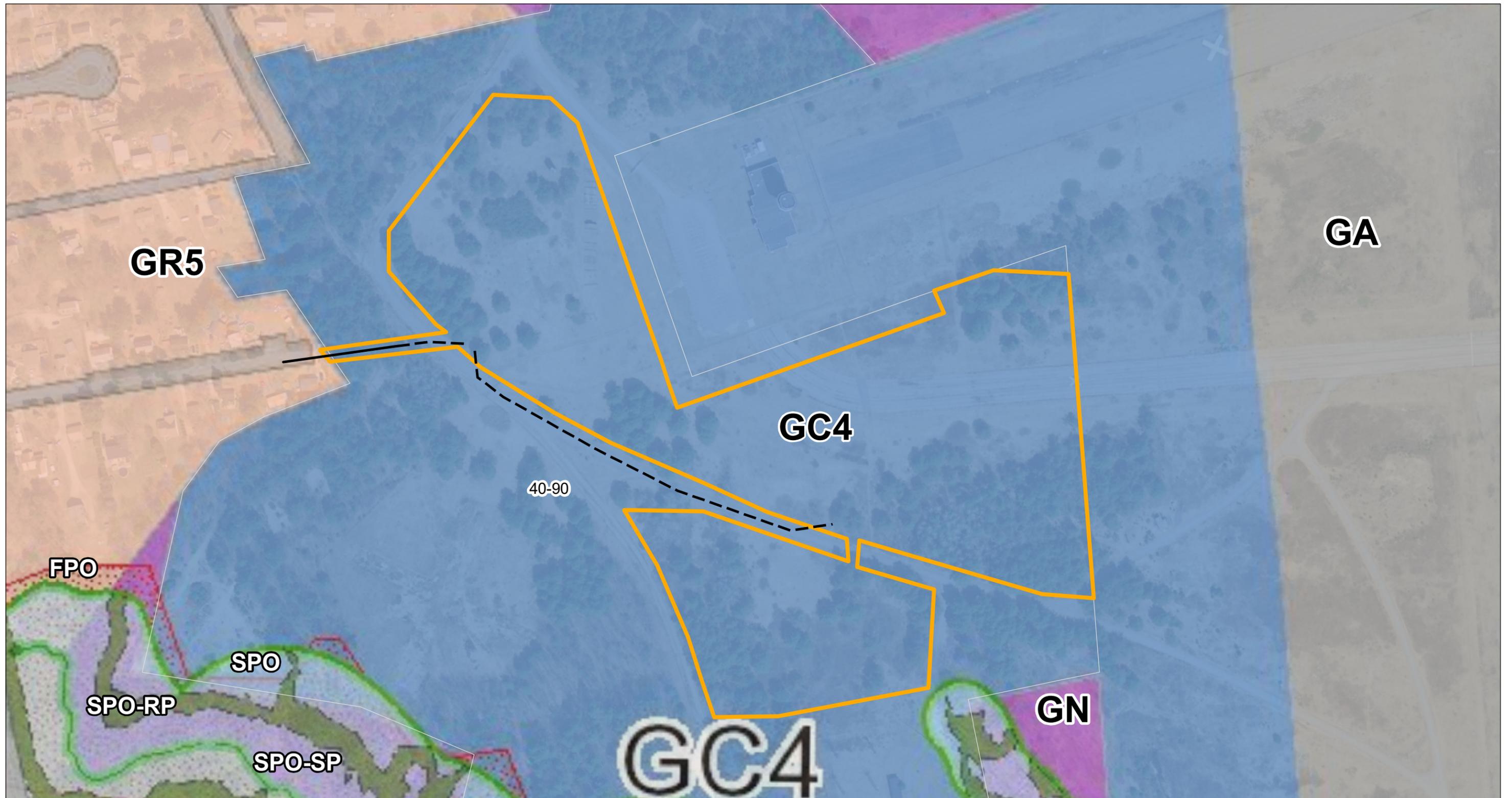
Data Sources: SOL Systems, MaineGIS  
Base Map: TNM/USGS TOPO



Wannalancit Mills  
650 Suffolk Street  
Lowell, MA 01854  
(978) 970-5600

**USGS MAP  
BOWDOIN COLLEGE  
BRUNSWICK, ME**

FIGURE 1      FEB 2020

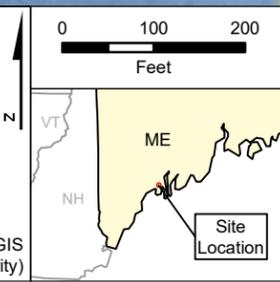


- Proposed Overhead Wire
- - - Proposed Underground Wire
- ▭ Proposed Project Area
- ▭ Parcels
- ▭ Special Flood Hazard Area (FEMA)
- ▭ SPO-SP (Stream Protection Subdistrict)
- ▭ SPO-SP (Shoreland Protection Overlay)
- ▭ SPO-RP (2 Acre, 20% Steep Slope)
- ▭ Growth College 4, GC4
- ▭ Growth Residential 5, GR5
- ▭ Growth Natural Resources, GN

**DRAFT**

**PROJECT FEATURE LOCATIONS ARE ESTIMATED  
SEE ENGINEERING DRAWINGS FOR EXACT LOCATIONS**

Data Sources: SOL Systems, MaineGIS  
Base Map: ESRI Aerial (Clarity)



**TRC** Wannalancit Mills  
650 Suffolk Street  
Lowell, MA 01854  
(978) 970-5600

**ZONING  
BOWDOIN COLLEGE  
BRUNSWICK, ME**

FIGURE 2 FEB 2020



**Attachment 6**  
**License Agreement (Documentation of Right, Title and Interest)**

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**License Agreement**") is made and entered into this 12 day of June, 2020, (the "**Effective Date**") by and between Bowdoin College, a Maine non-profit corporation, whose address is 5600 College Station, Brunswick ME 04011-8447 ("**Licensor**"), and SCS Harpswell 012903 Brunswick, LLC, a Delaware limited liability company, whose address is 1101 Connecticut Avenue, 2<sup>nd</sup> Floor, Washington, DC 20036 ("**Licensee**"). In this License Agreement, Licensor and Licensee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

- A. Licensor is the owner of certain real property located in the Town of Brunswick, County of Cumberland, State of Maine, located approximately as shown on Exhibit A attached to this License Agreement and incorporated herein by reference ("**Premises**"), and being a portion of the land conveyed to Licensor by Quitclaim Deed from the United States of America, acting through the Secretary of Education dated April 11, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30633, Page 53 (the "**USA Deed**").
- B. Licensor and Licensee have entered into a certain Net Energy Billing Credits Agreement dated the Effective Date between Licensee as Seller and Licensor as Buyer (the "**Agreement**") under which Licensee is selling to Licensor net energy billing credits generated by the System described below. The Agreement is for a term beginning on the Effective Date and ending on the twenty (20) year anniversary of the Commercial Operations Date (as defined therein) (such term, as it may be extended or earlier terminated, the "**Agreement Term**"). Capitalized words used but not defined herein shall have the meanings given to such terms in the Agreement.
- C. Pursuant to the Agreement, subject to certain contingencies, Licensee will construct and install on the Premises a photovoltaic electric generating system consisting of racking foundations, racking systems, solar panel modules and related wiring, conduits, combiner boxes, fuses, transformers, monitoring equipment and any storm water management structures that may be required by the applicable governmental permits and approvals, all as shown on final design plans to be submitted to and approved by Licensor in accordance with the terms of this License Agreement (collectively, the "**System**") and such above ground and underground generator lead transmission line(s) as may be necessary to connect the System to the Central Maine Power Company distribution system at a point of interconnection located on Harpswell Road (the "**Generator Lead Line**"). The land on which the Generator Lead Line is located that is a part of the Licensor's land described in the USA Deed shall be deemed to be included in the Premises.
- D. The parties acknowledge that the location of the System and Generator Lead Line shown on Exhibit A attached to this License Agreement, as well as access to same over existing roads, are subject to changes that may be proposed by either Party or required in connection with the obtaining of System Permits, or with Licensee's review of encumbrances affecting the Premises, which changes shall be shown on final design plans to be submitted to and approved by Licensor in accordance with the terms of this License Agreement. After the System and the Generator Lead Line have been installed pursuant to such final design

plans, the Premises shall consist of the land areas occupied thereby and all other portions of the land described in the USA Deed shall not be encumbered by this License Agreement, except for the right of Licensee to use certain roads thereon in common with Licensor and others for the purpose of access to the Premises.

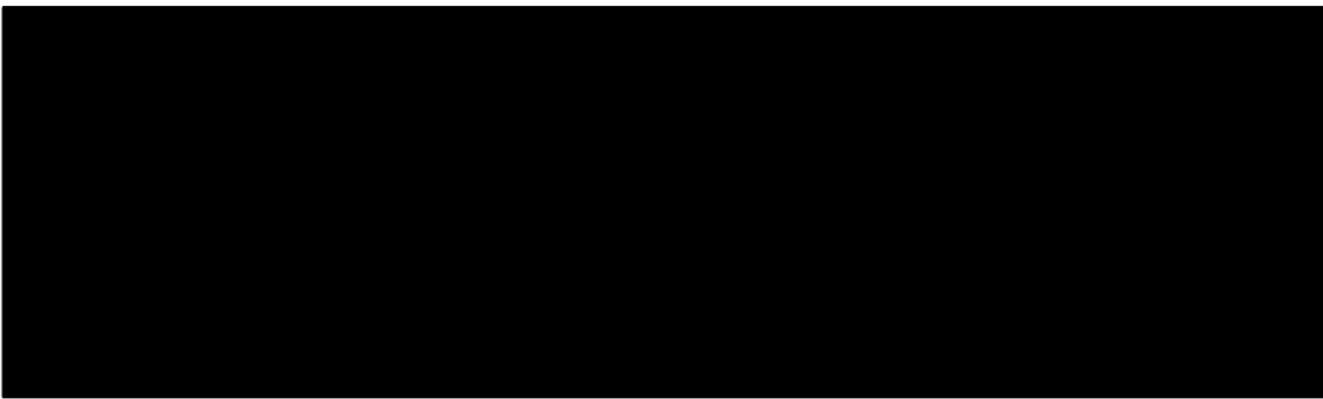
Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive license over the Premises (the “**License**”) pursuant to which Licensee, its agents, employees and contractors shall have access to, on, over, under and across the Premises for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System and the portion of the Generator Lead Line located on land owned by Licensor; (b) performing all of Licensee’s obligations and enforcing all of Licensee’s rights set forth in the Agreement; and (c) unobstructed access to the sunlight available to the Premises. Without waiving any rights of Licensee to complete its review of encumbrances affecting the Premises in connection with Licensee’s efforts to obtain all third party approvals and agreements necessary to successfully finance and commence installation of the System to Licensee’s reasonable satisfaction in accordance with the Agreement and this License Agreement, Licensee acknowledges that this License is granted subject to the following prior encumbrances (collectively, the “**Prior Encumbrances**”):
  - i. Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service” between Midcoast Regional Redevelopment Authority (“**MRRA**”) and the United States of America, acting by and through the Secretary of the Navy, dated March 28, 2011 and recorded in Cumberland County Registry of Deeds in Book 28607, Page 205 (the “**Reciprocal Easement**”);
  - ii. Easement rights of MRRA under the Reciprocal Easement with respect to the electric, water and sewer utility systems that were transferred to MRRA by the United States of America, as such systems have been or may be modified from time to time;
  - iii. Easements reserved by the United States of America as set forth in Paragraph 4 c), Paragraph 4 f), and Paragraph 4 g) of the USA Deed and including the rights of Maine Natural Gas Corporation or its successors to maintain the underground gas line that is located within a portion of Easement #2 described in said Paragraph 4 g) of the USA Deed;
  - iv. Condition Subsequent (5) as set forth in Paragraph 6 of the USA Deed;
  - v. Covenants regarding environmental matters, groundwater use restriction, asbestos, groundwater monitoring wells, historic preservations and archeological matters, FAA clearance of proposed construction and other matters as set forth in Paragraphs 21 through 31 of the USA Deed; and
  - vi. Access Agreement among Licensor, MRRA and the Town of Brunswick, Maine dated March 27, 2013 and recorded in Cumberland County Registry of Deeds in Book 30633, Page 94 (as it may be amended from time to time, the “**Access Agreement**”).

Licensee will not do anything on the Premises or other portions of the land described in the USA Deed that may result in a violation of any of the Prior Encumbrances or interfere with the rights of any other parties thereunder. Licensee will provide any information and take any actions that may be requested by Licensor in connection with the observance or performance of the obligations of Licensor under any of the Prior Encumbrances.

Licensor understands that unobstructed access to sunlight (“**Insolation**”) is essential to Licensee’s performance of its obligations under the Agreement and a material term of this License Agreement. Licensor shall not in any way cause and, where possible, shall not in any way permit any material interference with the System’s Insolation. If Licensor becomes aware of any activity or condition that could materially diminish the Insolation of the System, Licensor shall promptly notify Licensee and shall cooperate with Licensee in preserving the System’s existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Licensee, that such injury may not be adequately compensated by an award of money damages, and that Licensee is entitled to seek specific enforcement of this Section 1 against Licensor.

2. **Term.** The License shall be for a term beginning on the Effective Date and ending simultaneously with the end of the Agreement Term (the “**License Term**”). If Licensee is obligated to remove the System and restore the Premises pursuant to Section 8 hereof, the License Term shall be extended for up to ninety (90) days after the end of the Agreement Term for the sole purpose of allowing Licensee to enter the Premises to perform its obligations under said Section 8.

- 
4. **Taxes.** Licensee shall either pay or reimburse Licensor for any personal property or real property taxes levied or assessed on the System or the Generator Lead Line. If Licensor is assessed any personal or real property taxes related to the existence of the System the Generator Lead Line at the Premises, Licensor shall immediately notify Licensee. Licensee and Licensor shall cooperate in contesting any such assessment; provided, however, that Licensor shall pay such taxes to avoid any penalties or interest on such taxes, subject to reimbursement by Licensee. If, after resolution of the matter, such tax is imposed upon Licensor related to the improvement of real property resulting from the existence of the System at the Premises, Licensee shall reimburse Licensor for such tax without delay.

5. **Permits and Approvals.** Licensee, with Licensor's reasonable cooperation, shall use commercially reasonable efforts, at its sole cost and expense, to obtain any zoning, land use and building permits required to construct, install and operate the System and the Generator Lead Line (collectively the "**System Permits**"). Licensee shall provide Licensor with copies of any applications or requests for such permits and approvals prior to submitting such applications or requests to the affected entity and shall not submit such applications or requests without the consent of Licensor, which consent shall not be unreasonably withheld or delayed. Licensor shall cooperate with Licensee's reasonable requests to assist Licensee in obtaining such permits and approvals. Prior to the time that all System Permits have been issued that are necessary for construction of the System, and Licensee has provided written notice to Licensor that Licensee is proceeding with commencement of construction of the System, the right of Licensee to enter upon the Premises and the scope of the License granted hereunder shall be limited to the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections as may be required in connection with the applications for the System Permits and to prepare for the construction of the System. In the event that the License Term ends prior to the construction the System, the Premises shall be returned to its original condition prior to any such tests or inspections.
  
6. **System Construction, Repair and Maintenance.** Promptly after all System Permits have been issued Licensee shall undertake and diligently pursue commercially reasonable efforts to construct and install the System and the Generator Lead Line at the Premises in compliance with the System Permits and all Applicable Legal Requirements, including OSHA guidelines. During the License Term, Licensee will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Licensor's negligence, willful misconduct or breach of this License Agreement or the Agreement. Licensee shall enter into contracts with financially strong contractors that are experienced with similar projects to perform such construction work (and also the System removal work described below, where applicable) on behalf of the Licensee, and shall provide Licensor with the names of all such contractors. Licensor shall provide Licensee with a copy of any rules relating to the use of the roads under the Access Agreement and Licensee shall cause its contractors to comply with such rules. Licensee shall provide Licensor a copy of any rules and restrictions relating to the access to the portions of the Premises that are within any fences installed by Licensee and Licensor shall ensure employees, contractors and affiliates of Licensor comply with such rules and restrictions to ensure the health and safety of any individual accessing the site and quiet enjoyment of Licensee.
  
7. **Liens and Payment of Contractors and Suppliers.** Licensee shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Licensee under this License Agreement or the Agreement and shall keep the Premises free and clear of any liens related to such charges. Licensee shall indemnify Licensor for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises in connection with such charges; provided, however, that Licensee shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable

assurances of payment that either remove such lien from title to the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.

8. **Removal of System.** Upon the expiration or earlier termination of the Agreement Term, if the Licensor has not purchased the System from Licensee pursuant to Section 3.6 of the Agreement, Licensee shall, at its expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Agreement Term. Excluding ordinary wear and tear, Licensee shall restore the Premises to its original condition including the removal of System mounting pads or other support structures and other removal or restoration actions as may be required by the System Permits. All such removal work shall be done in compliance with the System Permits and all Applicable Legal Requirements, including OSHA guidelines and any applicable permits or government approvals. Licensee shall leave the Premises in neat and clean order. If Licensee fails to remove or commence substantial efforts to remove the System by such agreed upon date, Licensor shall have the right, at its option, to remove the System and restore the Premises to its original condition (other than ordinary wear and tear) at Licensee's cost. The removal and restoration obligations of the Licensee under this paragraph shall be secured by one or more of forms of security described below which shall be in an aggregate amount equal to 120% of the estimated removal costs as set forth in a written estimate from an engineering or contracting firm selected by Licensee and approved by Licensor, acting reasonably (the "**Security Amount**"). Such written estimate and such security shall be provided to Licensor no later than twenty four (24) months prior to the scheduled end of the term of the Agreement, or if the Agreement is terminated prior to such date, within thirty (30) days after notice of such termination (the "**Security Due Date**"). If Licensee fails to provide such written estimate when required then Licensor may engage an engineering or contracting firm to provide such estimate which will be used to determine the Security Amount. If any applicable governmental authority requires removal security for removal of the System pursuant to any applicable permit or government approval (a "**Governmental Decommissioning Bond Obligation**"), then, (x) Licensee shall comply with such obligations at no additional cost to Licensor, (y) Licensee shall take commercially reasonable efforts to make Licensor an additional named insured or named beneficiary thereunder, provided such governmental entity consents to such designation, to secure Licensee's System removal obligations as set forth in this License Agreement, and (z) the amount of such Governmental Decommissioning Bond Obligation shall be counted as providing some or all of the Security Amount required hereunder. To the extent that the amount of any applicable Governmental Decommissioning Bond Obligation is less than the Security Amount, Licensee shall deliver to Licensor, on or before the Security Due Date, such additional security in the form of a cash security deposit or an additional decommissioning bond naming Licensor an additional named insured or named beneficiary thereunder in form reasonably satisfactory to Licensor (a "**Decommissioning Bond**") in the amount needed so that the aggregate amount of such cash security deposit, Decommissioning Bond and Governmental Decommissioning Bond Obligation shall equal the Security Amount. Licensor shall have the right to apply any such cash security deposit and/or exercise its rights under any such bond to the extent that Licensee shall have

otherwise failed to perform its obligations hereunder. The Decommissioning Bond and any cash security deposit or any unapplied balance thereof, shall be returned to Licensee within two (2) months after the removal and restoration work has been completed, provided that if Licensor purchases the System such that Licensee does not have any removal obligations under this Section 8 then the Decommissioning Bond or any cash security deposit held by Licensor shall be returned simultaneously with the closing of the purchase of the System.

9. **Risk of Loss and Casualty Damage.** Licensee shall have the risk of loss of the System and any underground wires including the Generator Lead Line by reason, casualty, vandalism, aviation accident or any other cause other than by Licensor's gross negligence or willful misconduct, it being acknowledged that Licensor has no obligation to provide any form of security services related to the Premises and that it is Licensee's sole determination as to whether to install fencing or other security systems relating thereto. If the System is damaged or destroyed Licensee shall promptly make commercially reasonable efforts to repair and restore the System to its pre-existing condition; *provided, however,* that if more than fifty percent (50%) of the System is destroyed eighteen (18) years after the Commercial Operations Date or thereafter, Licensee shall not be required to restore the System, but may instead terminate this License Agreement and the Agreement, unless Licensor agrees (A) to pay for the amount by which the cost of such restoration of the System exceeds the proceeds of insurance as required under Section 10 or (B) to purchase the System "AS-IS" at the then present fair market value of the System in such condition, determined as provided in Section 3.7 of the Agreement. If Licensee has the right to terminate under the prior sentence but decides not to exercise such right then Licensor may elect to so terminate this License Agreement and the Agreement if Licensee does not restore the System. If Licensee terminates the Agreement pursuant to this provision, its notice of termination shall be accompanied by the bond or cash security deposit needed to provide the Security Amount pursuant to Section 8 above if not previously provided.
10. **Insurance Coverage.** At all times during the License Term, Licensee and Licensor shall maintain the following insurance:

Licensee's Insurance. Licensee shall maintain (i) property insurance on the System and any underground wires including the Generator Lead Line for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) to the extent that Licensee has employees, employer's liability insurance with coverage of at least \$1,000,000 each accident/ \$1,000,000 disease-each employee/ \$1,000,000 disease-policy limit, (iv) to the extent that Licensee has employees, workers' compensation insurance as required by law, (v) commercial auto liability with coverage of at least \$1,000,000 per occurrence for owned (if any), hired or non-owned vehicles, and (vi) umbrella or excess liability insurance with limits of not less than \$5,000,000.

Licensor's Insurance. Licensor shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the Party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, (iii) name the other Party as an additional insured on a primary and non-contributing basis, and (iv) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party. Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this License Agreement. Unless and to the extent that a claim is covered by an indemnity set forth in this License Agreement, each Party shall be responsible for the payment of its own deductibles.

Licensee shall also require that all contractors retained by Licensee for performing work on or in the vicinity of the Premises to maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, commercial auto insurance with coverage of at least \$1,000,000 per occurrence for owned (if any), hired or non-owned vehicles, and workers' compensation insurance as required by law.

11. **Ownership of System.** Throughout the License Term, Licensee or its applicable investors shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Licensee or its applicable investors and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code and Licensee shall have the right to grant security interests in or otherwise transfer its personal property that is a part of the System in connection with the financing of the costs of the System, in accordance with Article X of the Agreement. Licensor shall have no ownership or other interest in the System, other than its rights to purchase the System under Section 3.6 of the Agreement or under Section 9 hereof. The System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Licensor, but Licensor shall have the right to take any such actions (subject to this License) with respect to the Premises and the other land described in the USA Deed.
12. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of or default by, the Indemnifying Party (or its contractors, agents or employees) in connection with this License Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the

Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 12 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 12 for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party. The provisions of this Section 12 shall survive termination of this License Agreement. This Section 12 however, shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 13.

13. **Hazardous Substances.** Licensee shall not use, dispose of or release Hazardous Substances on the Premises or nearby land owned by Licensor and shall operate, maintain and remove the System in full compliance with all Applicable Legal Requirements relating to Hazardous Substances. Licensee shall indemnify, defend and hold harmless all of Licensor Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above or below the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Licensee or any of its contractors or agents. Licensor shall indemnify, defend and hold harmless all of Licensee’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above or below the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Licensor or any of its contractors or agents after the date of recording of the USA Deed. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or any deposit, spill or release of any Hazardous Substance and shall cooperate in connection with any actions by the United States government pursuant to paragraph 23 of the USA Deed.

“**Hazardous Substance**” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use,

handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority. The provisions of this Section 13 shall survive termination of this License Agreement.

14. **Assignment.** This License Agreement may not be assigned in whole or in part by Licensee without the prior written consent of Licensor except that such consent shall not be required in connection with an assignment of this License Agreement or transfer of title to the System to the same party to which the Agreement is being assigned pursuant to Article X of the Agreement; provided however, that any assigning Licensee shall not be released from liability hereunder as a result of any such assignment permitted hereunder. Licensee may not assign this License Agreement except in connection with a simultaneous assignment to the same person of its interest in the Agreement made in accordance with the terms set forth in Article X of the Agreement, *mutatis mutandis*.
15. **Default and Remedies.** The definition of Event of Default set forth in Section 8.1 of the Agreement is hereby incorporated herein. Any termination of the Agreement as a result of an Event of Default shall also terminate this License Agreement, subject to Licensee's right to enter the Premises for up to 90 days thereafter for the sole purpose of performing its removal and restoration obligations as set forth in Section 8 above. The provisions of Article IX of the Agreement shall also be applicable to remedies under this License Agreement. If Licensee fails to perform any of its obligations as provided under this License Agreement and such default in performance continues for more than thirty (30) days after written notice by Licensor to Licensee without cure or commencement and diligent pursuit of such cure by Licensee, Licensor may, at its option, without waiving any claim for damages or its right to terminate based on such default, at any time thereafter cure such default for the account of Licensee, acting reasonably, and any amount reasonably paid by Licensor or any contractual liability reasonably incurred by Licensor in curing such default shall be deemed paid or incurred for the account of Licensee and Licensee shall reimburse Licensor therefor, which reimbursement shall be due within fifteen (15) days after each written notice describing in detail the applicable reimbursement amount together with such supporting documentation as Licensee may reasonably request. In addition to any other remedies, if Licensor fails to receive the Annual License Fee or any reimbursement or other payment due from Licensee hereunder within thirty (30) days after delivery of its written notice to Licensee stating the same is due, Licensor shall have the right to offset such amount against payments due from Licensor to Licensee under the Agreement.
16. **General Provisions.** This License Agreement may be modified only by a writing signed by both Parties. This License Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law. If any provision of this License Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this License Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits

of applicable law. This License Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same License Agreement; additionally, signatures transmitted electronically, including in .pdf format, shall be legal and binding and shall have the same full force and effect as if an original counterpart of this License Agreement had been delivered. The captions or headings in this License Agreement are strictly for convenience and shall not be considered in interpreting this License Agreement. This License Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. This License Agreement shall not be deemed to modify, alter or amend in any way the provisions of the Agreement. In the event of any conflict between the terms of this License Agreement and the Agreement, the terms of the Agreement shall control. This License Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

17. **Representations and Warranties.**

(i) **Licensor's Representations and Warranties:** In order to induce Licensee to enter into this License Agreement, Licensor covenants, represents and warrants, as of the Effective Date and throughout the License Term, as follows: (a) Licensor is solvent and is the sole and exclusive owner of the Premises, subject to the Prior Encumbrances, and has full authority to enter into, execute, deliver and perform this License, and is not in default of any mortgage, deed of trust or other similar lien affecting the Premises, (b) Licensor has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Premises or any part thereof in lieu of condemnation, (c) during the six (6) month period preceding the Effective Date, Licensor has not performed and has not caused to be performed any work on the Premises that could give rise to any mechanic's or materialmen's liens, (d) excluding the Prior Encumbrances, there are no unrecorded easements or agreements affecting the Premises that might prevent or adversely affect the quiet enjoyment of the Premises by Licensee, (e) each individual executing this License on behalf of the Licensor is duly authorized to execute and deliver this License on behalf of Licensor and that this License is binding upon the Licensor, enforceable against Licensor in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally), and (f) Licensor has obtained all third party consents (including the consent of any partners, shareholders, members, managers, lenders and tenants) necessary to execute and deliver this License.

(ii) **Licensee's Representations and Warranties:** In order to induce Licensor to enter into this License Agreement, Licensee covenants, represents and warrants, as of the Effective Date and throughout the License Term, as follows: (a) Licensee is solvent and has full authority to enter into, execute, deliver and perform this License, (b) each individual executing this License on behalf of the Licensee is duly authorized to execute and deliver this License on behalf of Licensee and that this License is binding upon the Licensee, enforceable against Licensee in accordance with its terms (except as may be

limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally), and (c) Licensee has obtained all third party consents (including the consent of any partners, shareholders, members, managers, lenders and tenants) necessary to execute and deliver this License.

18. **Miscellaneous.**

(i) **Notices.** All notices and other formal communications which a Party may give to the other under or in connection with this License Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Licensee:

SCS Harpswell 012903 Brunswick, LLC  
Attn: General Counsel, Sol Customer Solutions, LLC  
1101 Connecticut Avenue, 2<sup>nd</sup> Floor  
Washington, DC 20036

If to Licensor:

Bowdoin College  
Attn: Treasurer  
5600 College Station  
Brunswick, ME 04011-8447

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

(ii) **Dispute Resolution.** The dispute resolution procedures of Section 12.5 of the Agreement shall be the exclusive mechanism to resolve disputes arising under this License Agreement, *mutatis mutandis*.

(iii) **Memorandum of License.** At the request of Licensee, Licensor shall execute a Memorandum of License, which shall be in recordable form and in compliance with applicable law, which Licensee may, at its sole cost and expense, record with the appropriate land registry or recorder's office.

(iv) **Further Assurances.** From time to time and at any time at and after the execution of this License Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this License Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this License Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

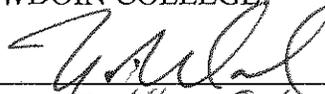
(v) Good Faith. All rights, duties and obligations established by this License Agreement shall be exercised in good faith and in a commercially reasonable manner.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

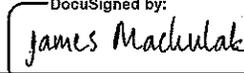
**LICENSOR**

BOWDOIN COLLEGE

By:   
Name: Matthew Orlando  
Title: S. VP for Finance and  
Admin. & Treasurer

**LICENSEE**

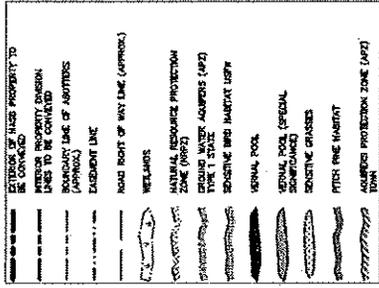
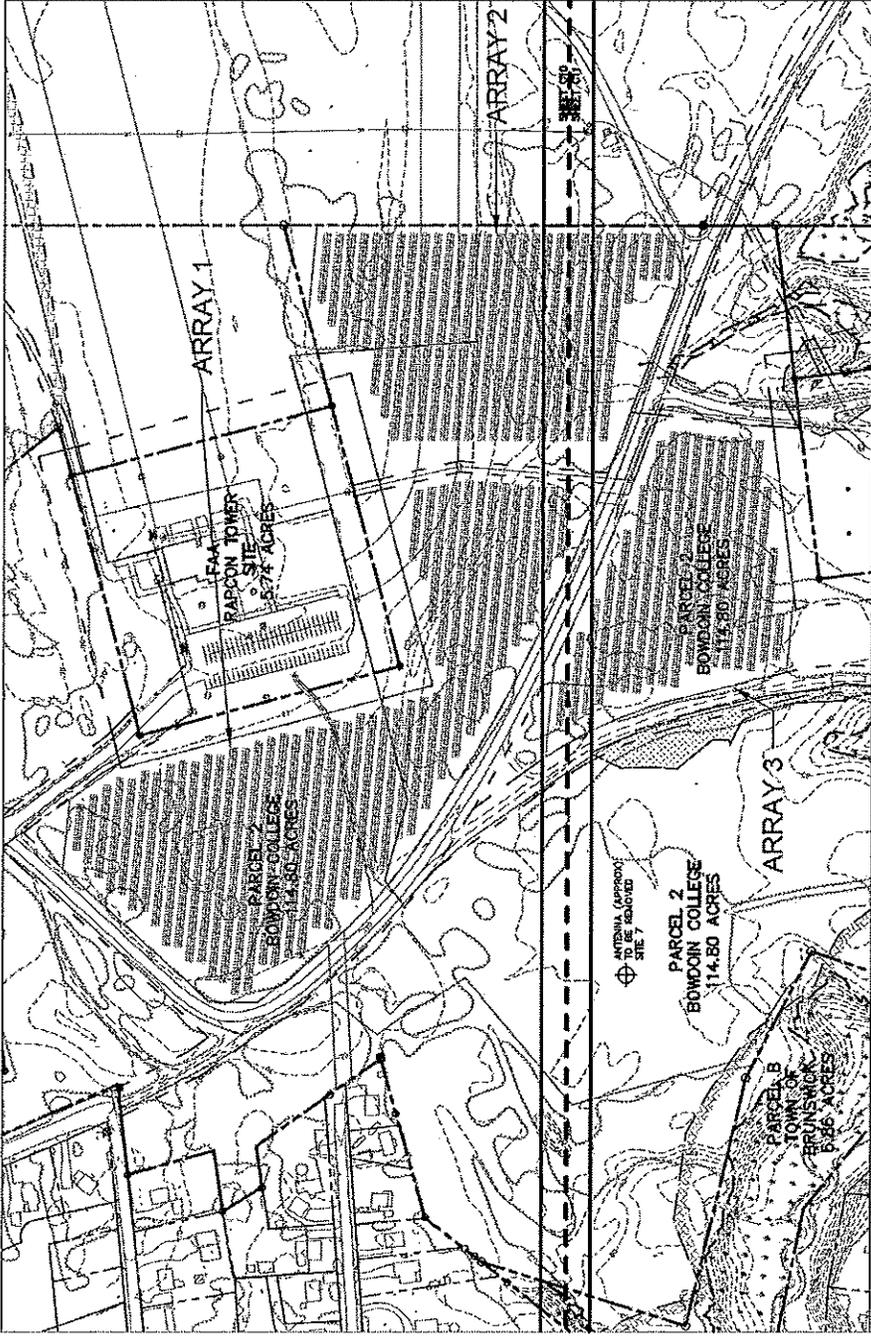
SCS HARPSWELL 012903 BRUNSWICK, LLC

DocuSigned by:  
By:   
Name: James Machulak  
Title: Authorized signatory

**Exhibit A**  
**To License Agreement**

Description of Premises

Certain real property located in the Town of Brunswick, County of Cumberland, State of Maine located approximately as shown on the attached plan.



**SYSTEM SUMMARY**

ARRAY	MODULE QUANTITY	APPROXIMATE SYSTEM SIZE (KW/DC)
1	8,164	9,020.68
2	5,408	2,800.96
3	3,692	1,366.04
TOTAL	17,264	6,387.68

CONCEPT LEASE BOUNDARY INDICATED IN RED  
ESTIMATED LEASED AREA: 19.82 ACRES  
ESTIMATED DEVELOPED AREA: 18.79 ACRES

NO.	TYPE	DATE	BY



Sol Systems, LLC  
1101 Connecticut Avenue NW  
2nd Floor  
Washington, DC 200036

**BOWDOIN COLLEGE**  
**FIXED TILT GROUND MOUNTED SOLAR PV - 20 ACRES**  
**CONCEPT SITE PLAN**  
**PRELIMINARY AND NOT FOR CONSTRUCTION**

DESIGNED BY	J.L.C.
DRAWN BY	J.L.C.
CHECKED BY	
APPROVED BY	
SCALE	1" = 200'
DATE	JANUARY 31, 2020