



707 Sable Oaks Drive, Suite 30  
South Portland, Maine 04106  
207.772.2515

March 27, 2017

Ms. Carla Nixon  
Town Planner  
Town of Cumberland  
290 Tuttle Road  
Cumberland ME 04021

RE: Site Plan De Minimis Revisions  
West Cumberland Manufacturing Facility  
Route 100, Cumberland, Maine

Dear Carla,

Gorrill Palmer has been directed by Grun Development, LLC to make minor adjustments to the approved West Cumberland Manufacturing Facility plans. These adjustments are attributed to a new potential tenant and value engineering. A letter of intent with the tenant is attached and bank term sheet will be submitted under separate cover by the developer.

Updated site and grading plans are attached. Adjustments include:

- The use has changed from a manufacturing use to an office use.
- The building has been shifted 29 feet toward Route 100.
- The dedicated access drive beyond the entrance to the office will be deferred to Phase 2. With deferment of the access drive to Phase 2, the culvert under the connecting driveway to Skillins Greenhouse is no longer warranted.
- Parking lot construction will be phased as demand warrants, as shown on the attached, revised site plan.

Grun Development, LLC and Gorrill Palmer appreciates the assistance we've received from Town Staff to date and look forward to your review of the changes. We are available to sit down with you to go over the changes in person. Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

Gorrill Palmer

Alton M. Palmer, P.E.  
Principal

Christi Holmes, E.I.  
Design Engineer

Copy: Mr. Jim Schmidt, Grun Development  
Enclosures

AMP/cehU:\3071 Allen Farms Redevelopment Rt 100 Cumberland\P Applications\Local\Phase I Manuf Facility - De Minimis  
Change March 2017\2017.03.27 Cover Letter.doc

March 26, 2017

Kevin Mahoney  
c/o Mark Malone  
Casco Systems  
160 Longwoods Road  
Cumberland, ME 04021

RE: Development/Construction and sale of Building A of the Mill Run Condominium Association located at 197 Gray Road in Cumberland, ME

Dear Mark:

This Letter of Intent sets forth the terms and conditions under which **Grun Development, LLC**, (and/or assigns), hereinafter referred to as **Seller**, is willing to enter into a Purchase & Sale Agreement (P&S) with **Casco Systems, LLC** (and/or assigns) hereinafter referred to as **Buyer**, for a to be built building as generally outlined in this document. This is not a binding agreement and is not a complete statement of all terms and conditions of the proposed transaction, but, provides a basis for further negotiations. The terms being offered are as follows:

<b><u>SELLER:</u></b>	Grun Development, LLC (and/or assigns)
<b><u>BUYER:</u></b>	Casco Systems, LLC (and/or assigns)
<b><u>PROPERTY:</u></b>	Building A of the Mill Run Condominium Association currently located at 193 Gray Road in Cumberland, ME. Final address to be specified in the P&S
<b><u>PURCHASE PRICE:</u></b>	The Purchase Price will be determined prior to signing of a P&S. Purchase Price is partially driven by Buyer's build-out requirements which are still in negotiations.
<b><u>EARNEST MONIES:</u></b>	Malone Commercial Brokers shall hold any Earnest Monies in a non-interest bearing account.
<b><u>DUE DILIGENCE:</u></b>	Buyer and Seller shall have a predetermined amount of time to finalize, review and agree in writing to all building plans, Shell Finishes, Interior Finishes and Addendums. If an agreement can't be met between the Buyer and Seller within the timeframe as agreed to in writing, Buyer shall have the right to terminate the P&S and receive the Earnest Monies.
<b><u>ADDENDUMS:</u></b>	Addendums will consist of all details of the Condominium Association, Site Plans, Site Work, Condominium Declaration, Budget, all building details to include the core of the building and it's finishes, credit enhancement agreement with the Town of Cumberland, etc.

**CONSTRUCTION OF PROPERTY:**

Seller will be acting as General Contractor (GC) during the construction of the Property that is to be delivered to the Buyer. The Construction Of Property will be done in accordance with what has been agreed to between the Buyer and Seller as outlined in the Addendums and agreed upon Interior Finishes (Property Plans). Any controllable deviations from the Property Plans shall be memorialized in writing to show the changes as well as change in final Purchase Price, if any.

**BUYER FINANCING:**

Buyer shall have a predetermined amount of time to provide Seller with a written commitment from a lender or lenders (Buyers Lender) at terms and conditions that are acceptable to the Buyer. Seller shall be informed of the financing structure for the Buyer.

**CLOSING DATE:**

Targeted Closing Date is December 1, 2017. At the mutual agreement of Buyer and Seller the property may close sooner if ready.

**DEED:**

In return for payment in full of the Purchase Price, Seller shall convey the Property by Maine Quit Claim with Covenant Deed.

**AGENCY DISCLOSURE:**

Buyer and Seller acknowledge that Mark Malone of Malone Commercial Brokers is acting as Buyers Broker and Mike Anderson of Malone Commercial Brokers is acting as the Sellers Broker (together known as "Brokers") and that there are no other brokers involved. Seller agrees to compensate Brokers via separate Commission Agreement

**ZONING:**

It is the responsibility of the Buyer to ensure their use is permitted within the zone in which the Property is being built.

**PURCHASE & SALE AGREEMENT:**

Buyer & Seller agree to attempt to create a mutually acceptable Purchase & Sale Agreement within a predetermined amount of time from the execution of this Letter of Intent.

**LEASE AGREEMENT:**

As part of the Purchase & Sale Agreement there will be a Lease Agreement binding the Buyer to the Seller in a Tenant and Landlord relationship for this property if the Buyer does not, for whatever reason, purchase the Property.

**BINDING EFFECT:**

This Letter is intended to be confirmation of interest between the Buyer and Seller in pursuing negotiations for a definitive Purchase & Sale Agreement based on the terms hereof and, shall not constitute a binding agreement between the parties hereto. No agreement shall be binding unless and until each party has reviewed and approved (in its sole discretion) a



definitive written agreement incorporating all the terms, conditions, and obligations of the parties, and has duly executed and delivered such agreement.

Sincerely,



Mike Anderson | Broker  
Malone Commercial Brokers

**SEEN AND AGREED TO BY:**

**SELLER:** Grun Development, LLC on behalf of James Schmidt & Marlene Eaton

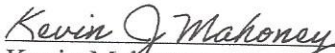


Marlene Eaton – Managing Member

3-28-17

Date

**BUYER:** Casco Systems, LLC on behalf of Kevin Mahoney



Kevin Mahoney – President

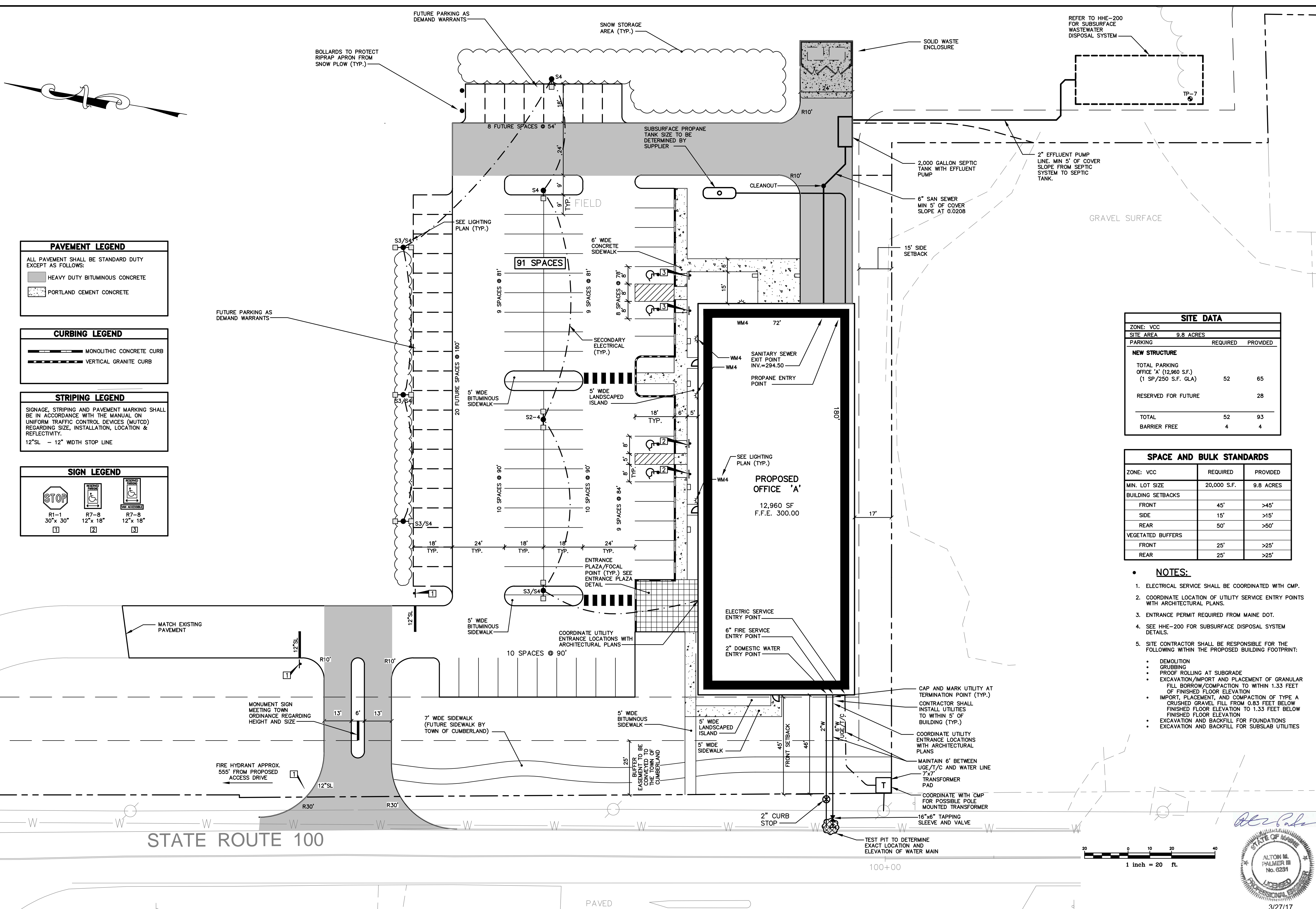
3/27/2017

Date





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PAVEMENT LEGEND	
ALL PAVEMENT SHALL BE STANDARD DUTY EXCEPT AS FOLLOWS:	
	HEAVY DUTY BITUMINOUS CONCRETE
	PORTLAND CEMENT CONCRETE

CURBING LEGEND	
	MONOLITHIC CONCRETE CURB
	VERTICAL GRANITE CURB

STRIPING LEGEND	
SIGNAGE, STRIPING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & REFLECTIVITY.	
12"SL - 12" WIDTH STOP LINE	

SIGN LEGEND	
	R1-1 30"x 30"
	R7-8 12"x 18"
	R7-8 12"x 18"

SITE DATA		
ZONE: VCC		
SITE AREA	9.8 ACRES	
PARKING	REQUIRED	PROVIDED
NEW STRUCTURE		
TOTAL PARKING OFFICE 'A' (12,960 S.F.) (1 SP/250 S.F. GLA)	52	65
RESERVED FOR FUTURE		28
TOTAL	52	93
BARRIER FREE	4	4

SPACE AND BULK STANDARDS		
ZONE: VCC	REQUIRED	PROVIDED
MIN. LOT SIZE	20,000 S.F.	9.8 ACRES
BUILDING SETBACKS		
FRONT	45'	>45'
SIDE	15'	>15'
REAR	50'	>50'
VEGETATED BUFFERS		
FRONT	25'	>25'
REAR	25'	>25'

- NOTES:
- ELECTRICAL SERVICE SHALL BE COORDINATED WITH CMP.
  - COORDINATE LOCATION OF UTILITY SERVICE ENTRY POINTS WITH ARCHITECTURAL PLANS.
  - ENTRANCE PERMIT REQUIRED FROM MAINE DOT.
  - SEE HHE-200 FOR SUBSURFACE DISPOSAL SYSTEM DETAILS.
  - SITE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING WITHIN THE PROPOSED BUILDING FOOTPRINT:
    - DEMOLITION
    - GRUBBING
    - PROOF ROLLING AT SUBGRADE
    - EXCAVATION/IMPORT AND PLACEMENT OF GRANULAR FILL BORROW/COMPACTION TO WITHIN 1.33 FEET OF FINISHED FLOOR ELEVATION
    - IMPORT, PLACEMENT, AND COMPACTION OF TYPE A CRUSHED GRAVEL FILL FROM 0.83 FEET BELOW FINISHED FLOOR ELEVATION TO 1.33 FEET BELOW FINISHED FLOOR ELEVATION
    - EXCAVATION AND BACKFILL FOR FOUNDATIONS
    - EXCAVATION AND BACKFILL FOR SUBSLAB UTILITIES

Rev.	Date	Revision
2	3/27/17	REVISIONS PER CHANGE OF USE
1	3/17/16	VALUE ENGINEERING

BID	05/11/16	AMP
PERMIT APPLICATION	12/23/15	AMP
SITE PLAN REVIEW	11/24/15	AMP
Issued For	Date	By

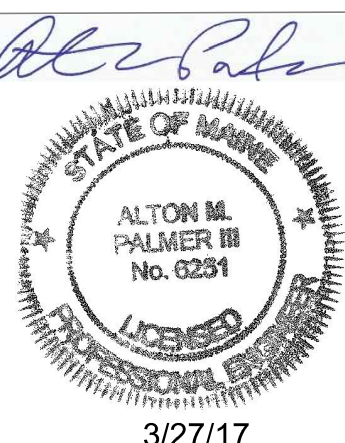
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Checked: AMP	Scale: 1"=20'	Job No.: 3071
File Name: 3071-SP-PH1.dwg		
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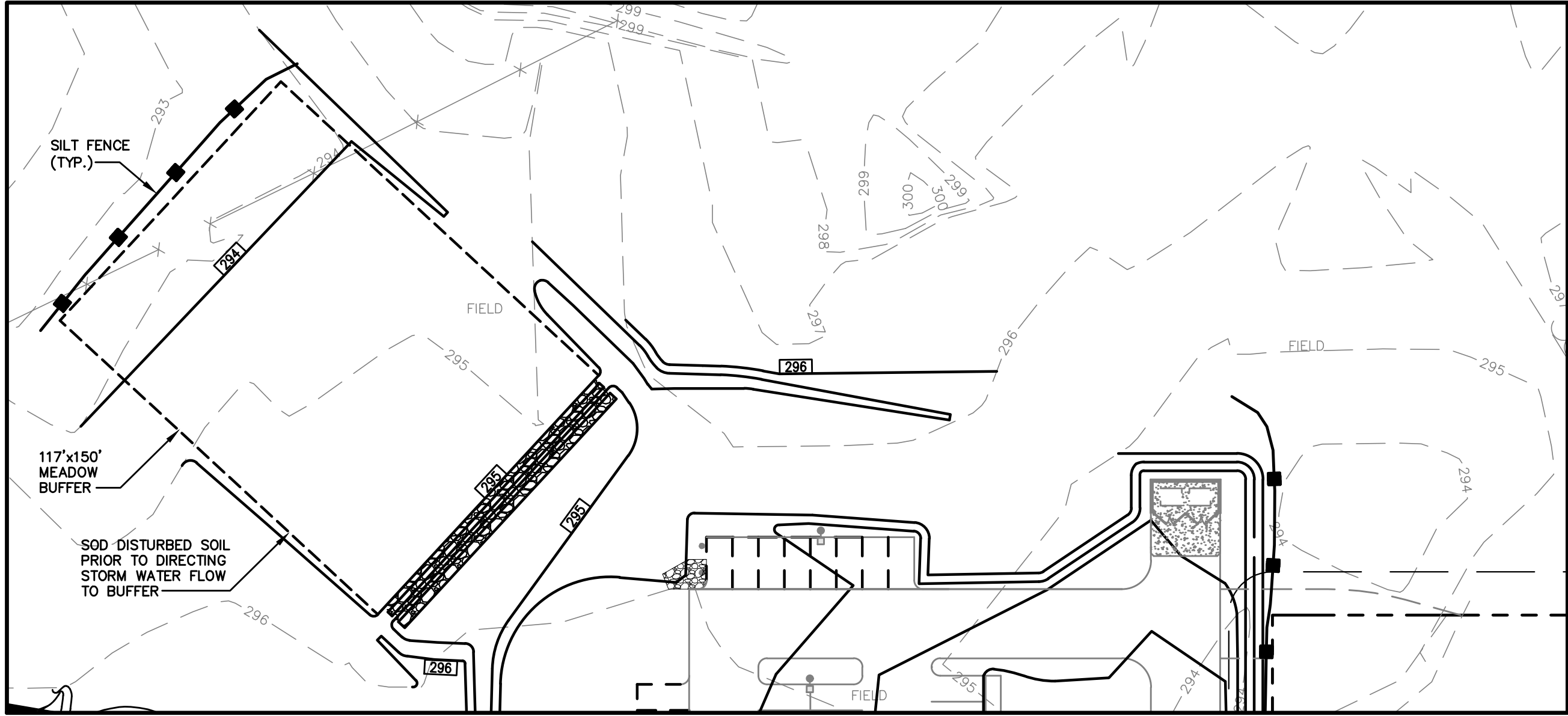
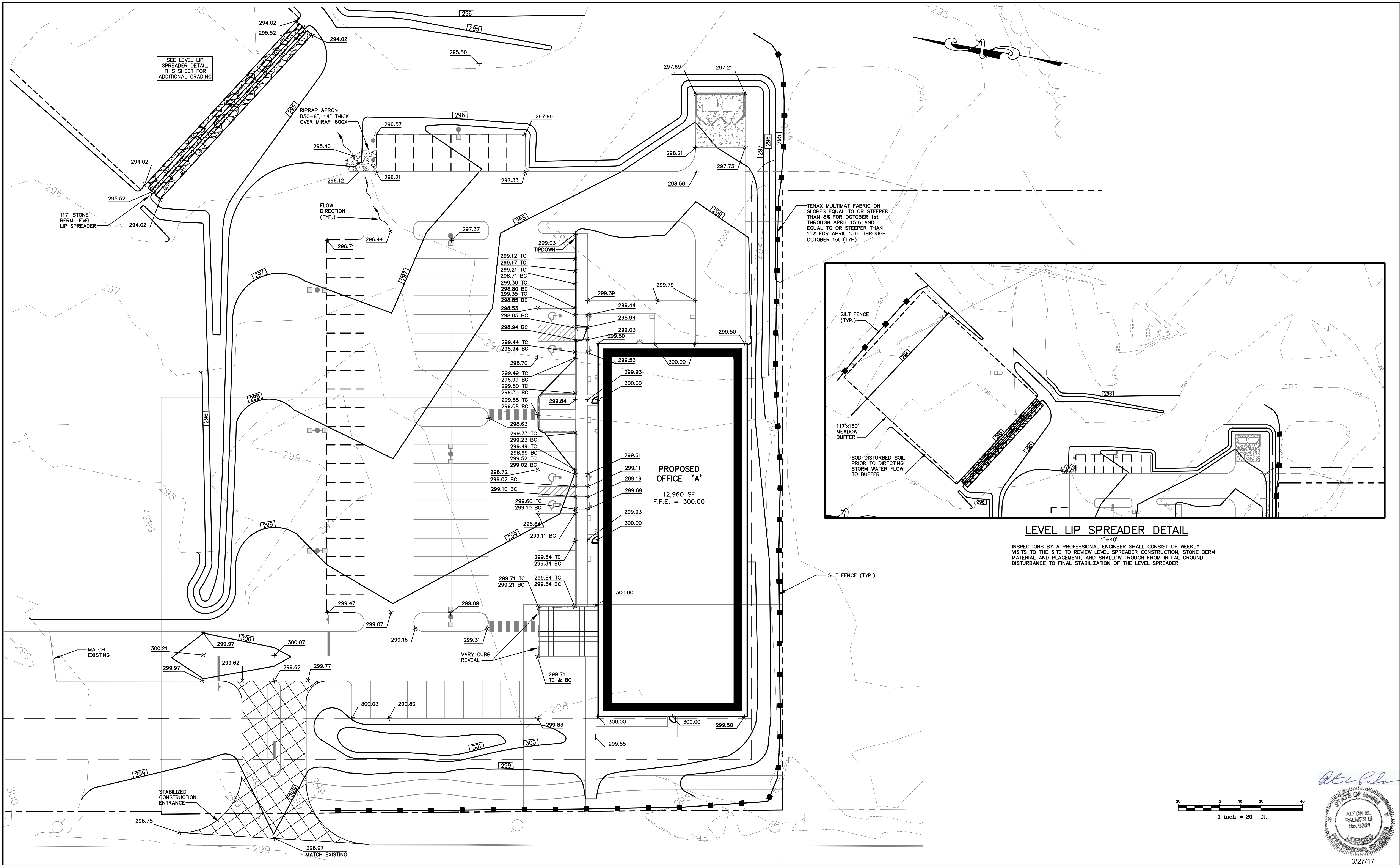
Drawing Name:	Layout & Utility Plan
Project:	West Cumberland Manufacturing Facility 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development LLC 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C102
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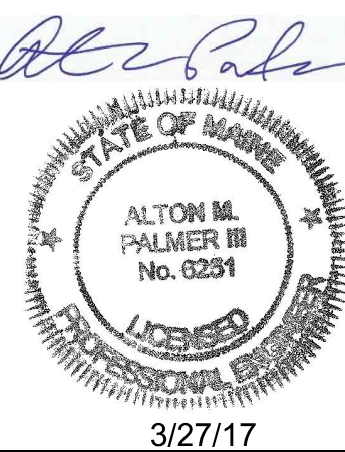
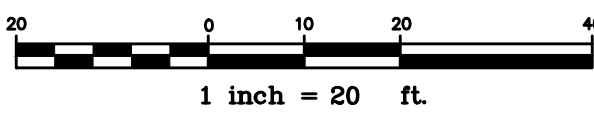


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LEVEL LIP SPREADER DETAIL

INSPECTIONS BY A PROFESSIONAL ENGINEER SHALL CONSIST OF WEEKLY VISITS TO THE SITE TO REVIEW LEVEL SPREADER CONSTRUCTION, STONE BERM MATERIAL AND PLACEMENT, AND SHALLOW TROUGH FROM INITIAL GROUND DISTURBANCE TO FINAL STABILIZATION OF THE LEVEL SPREADER



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1	3/17/16	VALUE ENGINEERING

BID	05/11/16	AMP
PERMIT APPLICATION	12/23/15	AMP
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Drawing Name:	Grading, Drainage & Erosion Control Plan
Project:	West Cumberland Manufacturing Facility 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development LLC 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.  
**C103**