

MEMORANDUM

Date October 13, 2021
To Town of Cumberland Planning Board
From Carla Nixon, Town Planner
Subject **Broad Cove Condominiums Subdivision Amendments**

This is a request for an amendment to the approved 50-unit condominium subdivision.

There are two proposed changes:

1. Transfer of ownership (with proof of financial capacity).
2. Reduction in the number of proposed parking spaces from 96 to 90.
Section 315-57 of the Zoning Ordinance (Parking and loading) specifies there shall be 1.5 parking spaces for each dwelling unit. This would translate into 75 parking spaces for the 50 units.

There is also one additional waiver request: From Section 229-10.B.4.b: for pavement within 15 feet of the property line.

(As explained in the cover letter from Sevee and Maher Engineers, a previous amendment granted by the Board was for a small land transfer with Ledgeview Assisted Living. That transfer is not taking place. The cover letter from Sevee and Maher Engineers outlines the details of this.)

Planning Board actions (motions) would be:

1. To grant the waiver from Section 229-B.4 for pavement to be within 15 feet of the property line.
2. To approve the two requested amendments for the transfer of ownership and reduction in the number of parking spaces from 96 to 90 and that all previous findings of fact and conditions of approval remain in effect.

October 4, 2021

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

Subject: Broad Cove Ridge Apartments
Planning Board Subdivision Amendment Application

Dear Ms. Nixon:

On behalf of the Cumberland Foreside Partners (CFP), LLC (aka GENX CAPITAL PARTNERS LLC), Sevee & Maher Engineers, Inc. (SME) is pleased to submit the attached Planning Board Planning Board Subdivision Amendment Application to amend the recently approved 50-condo multiplex on US Route 1 in Cumberland. The amendment application is being submitted to transfer ownership of the project from Snell Construction, LLC to CFP, LLC and to amend the approved Subdivision Plan to remove the proposed property transfer from the project. Please find attached to this letter copies of the Purchase and Sales agreement and Financial Capacity for CFP, LLC to complete the project.

The Subdivision Plan has also been amended to address the delay in project progress from the previously approved property transfer with the Ledgeview property to the south. The adjacent property is subject to specific State and Federal funding requirements that would have extended approval of the property transfer and delayed the project approximately 6 to 12 months. In order to begin construction sooner, the Applicant is eliminating the property transfer and proposing to amend the site parking and access configuration to match.

The relocated property line to the south will result in a reduction of proposed on-site parking from 96 spaces to 90 total spaces, and construction of a 4-foot to 8-foot retaining wall along the southerly property boundary. The intent of the redesigned parking and access is to maintain as much parking as possible while not impacting the property to the south. As a result, there is pavement within 15-feet of the property line and a waiver from the 15-foot parking setback in Section 229-10.B.4.b of the Town's Ordinances will be required. This is the only additional waiver required from the previously approved plans. A revised drawing set including the change of Ownership, revisions to the Subdivision Plan, and updates to the site design.

We have attached a check or the \$250 application fee and a new application form for consideration. We look forward to discussing this amendment with the Planning Board on October 19, 2021 and appreciate your consideration of our application. Please feel free to contact me at 207.829.5016 or dpd@smemaine.com if you have any questions or need additional information.

Very truly yours,

SEVEE & MAHER ENGINEERS, INC.



Daniel Diffin, P.E., LEED AP BD+C
Vice President/Senior Civil Engineer

Attachments

APPENDIX B

APPLICATION FOR MAJOR OR MINOR SUBDIVISIONS

Applicant's Contact Information

Name: Cumberland Foreside Partners, LLC
Mailing Address: 2 Town Landing, Falmouth, Maine 04015
Email Address: mark@genxcp.com
Phone#: Office: 305-507-6777 Cell: N/A Fax: N/A
Interest in property: Purchase and Sale Agreement
Interest in abutting properties, if any: Not Applicable

Property Owner's Contact Information

Name: Jon Snell c/o Snell Construction, LLC &
Mailing Address: 97 Ledge Brook Crossing, Brunswick, ME 04011
Email Address: jon@jaidenlandscaping.com
Phone#: Office: 207-751-9627 Cell: N/A Fax: N/A

Applicant's Architect, Landscape Architect, Engineer, Planner or Surveyor Contact Information (If more than one, please attach contact info for each one.)

Name: Daniel Diffin, P.E., Sevee & Maher Engineers, Inc
Mailing Address: 4 Blanchard Road, P.O. Box 85A, Cumberland, ME 04021
Email Address: dpg@smemaine.com
Phone#: Office: 207-829-5016 Cell: 207-240-3315 Fax: N/A

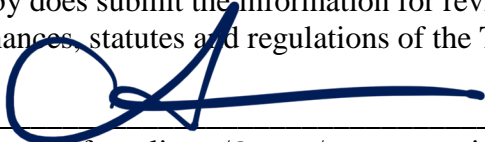
Project Information

Name of Project: Broad Cove Ridge Apartments
Address of site: 102 US Route 1, Cumberland, ME 04021
CCRD Book/Page #: 31838/3 Tax Map/Lot #: R1/13B
Zoning District: OC-S Overlay District (If any): Mixed Use Overlay
Site size (acres): 3.2 # of Lots: # Buildings: 1 # Dwellings: 50 Units
 Minor Subdivision x Major Subdivision Conservation Subdivision

OTHER INFORMATION

1. Is Board of Adjustment and Appeals approval required? No
2. Are any ordinance waivers requested? X Yes No (If yes, attach a list of waivers requested and reason for the request.)
3. Application fee per Town ordinance: \$ 250.00
4. This application form and all accompanying materials must be submitted to the Town Planner at least 21 days prior to the meeting at which it is to be considered by the Planning Board.

The undersigned, being the applicant, owner or legally authorized representative, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statutes and regulations of the Town, state and federal governments.


Signature of Applicant/Owner/Representative

10/4/21
Date

PURCHASE AND SALE AGREEMENT

98 US ROUTE 1, CUMBERLAND, MAINE

THIS PURCHASE AND SALE AGREEMENT ("Contract"), made and entered into as of this 21 day of July, 2021 (the "Effective Date"), is by and between **BROAD COVE RIDGE, LLC**, a Maine limited liability company having an address at 97 Ledgebrook Crossing, Brunswick, ME 04011 (hereinafter referred to as "Seller"), and **GENX CAPITAL PARTNERS LLC**, a Florida limited liability company having an address at 488 NE 18th Street #4612, Miami, FL 33132, or its assigns (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, by the time of Closing, as defined below, Seller will be the record owner of fee simple title to certain real property situated in Cumberland, Cumberland County, Maine known as 98 US Route 1, Cumberland, Maine, together with all improvements thereon, and related amenities, facilities, improvements, and appurtenances thereto; Seller presently has this property under contract; and

WHEREAS, the Seller wishes to sell and convey said real property and improvements to Buyer and Buyer wishes to purchase the same from Seller.

NOW THEREFORE, for and in consideration of the foregoing, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows:

1. Description of Property to be Conveyed. The property which is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract shall consist of the following:

(a) That certain parcel of land lying and being in Cumberland, Maine that Seller presently has under contract for purchase, being the same property described in that certain deed from Frederick B. Jensen and Darleen E. Jensen to 100 US Route 1 LLC dated October 9, 2014 and recorded in the Cumberland County Registry of Deeds at Book 31838, Page 3, including all rights, privileges, easements, hereditaments and appurtenances thereto, and all right, title and interest of Seller in and to the land lying in the bed of any public street, road or avenue in front of or adjoining said property (hereinafter collectively referred to as the "Land");

(b) All improvements of every kind and description located in, on, over and under the Land, together with the appurtenances thereto including, without limitation, drainage and utility structures and improvements (collectively, the "Improvements"); and

(c) All of Seller's right, title and interest, if any, in and to the following (to the extent assignable and to the extent in the Seller's possession or control) and without

warranty or representation. (i) all assignable plans and specifications and other architectural and engineering drawings for the Land and the Improvements; (ii) all assignable warranties or guaranties given or made in respect of the Improvements; (iii) all transferable consents, authorizations, variances or waivers, licenses, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality solely in respect of the Land or the Improvements (collectively, the "Intangible Personal Property"). The Intangible Personal Property shall specifically include, without limitation, and to the extent assignable, all of Seller's right, title and interest in and to all permits, approvals, and entitlements granted, approved or issued with respect to the Land, including all approvals relating to a proposed fifty (50) unit condominium development on the Land (the "Condominium Development"), including Seller's rights and interests in all plats, plans, drawings, surveys, floor plans, elevation plans and the like prepared in connection with the Condominium Development.

The Land, Improvements and Intangible Personal Property are sometimes referred to herein collectively as the "Property".

2. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey the Property to Buyer, upon the terms and subject to the conditions set forth in this Contract. Buyer hereby agrees to purchase and accept the Property from Seller, upon the terms and subject to the conditions set forth in this Contract.

3. Earnest Money Deposit. Within three (3) business days after the Effective Date, Buyer shall deposit the sum of Ten Thousand (\$10,000.00) Dollars as the earnest money deposit (which amount shall hereinafter be referred to as the "Initial Earnest Money Deposit") hereunder with Murray, Plumb & Murray, P.A., whose address is 75 Pearl Street, Portland, Maine 04101 (hereinafter referred to as the "Escrow Agent"), and not later than three (3) business days after expiration of the Due Diligence Termination Date (as hereinafter defined), provided Buyer has not terminated this Contract in accordance with its terms, an additional Twenty Thousand (\$20,000.00) Dollars (the "Additional Earnest Money Deposit"), by wire transfer or by certified or bank check payable to the order of the Escrow Agent. So much of the Initial Earnest Money Deposit and the Additional Earnest Money Deposit as may have from time to time been deposited with Escrow Agent hereunder are collectively referred to as the "Deposit". No interest shall be earned on the Deposit. Escrow Agent shall hold and disburse the Deposit in accordance with the terms of this Contract. In the event that Escrow Agent is made a party to any lawsuit by virtue of acting as escrow agent, Escrow Agent shall be entitled to recover reasonable attorney's fees and costs. Except for Escrow Agent's acts of bad faith, Escrow Agent shall have no liability of any kind whatsoever for the performance of any duties imposed upon Escrow Agent under this Contract. In the event Buyer does not elect to timely terminate this Contract pursuant to the express terms herein, the Deposit shall become non-refundable and shall not be returnable to the Buyer under any circumstances except in the event Seller is not able to provide title to the Property as provided in this Contract, or otherwise defaults hereunder, but such Deposit shall, however, be credited to and considered as payment of part of the total Purchase Price (as defined below) at the time of closing hereunder.

4. Purchase Price and Method of Payment. Subject to credits, adjustments and prorations for which provisions are hereinafter expressly made, the total purchase price to be paid by Buyer to Seller for the Subject Property (the "Purchase Price") shall be three million and eight hundred thousand and no/100 (\$3,800,000.00) Dollars. The Purchase Price shall be paid by Buyer to Seller in the manner and at the times as follows:

(i) The Deposit, paid by Buyer to Escrow Agent hereunder, shall be credited to Seller and considered as payment of part of the Purchase Price for the Property at the time and upon consummation of the closing of the sale and purchase transaction contemplated in this Contract.

(ii) The balance of the Purchase Price shall be paid to Seller by Buyer by wire transfer or other immediately available funds acceptable to Seller, at the time of closing hereunder, subject to credits, adjustments and prorations as expressly provided herein.

5. Title and Survey.

(a) Title Commitment. Buyer shall obtain from a nationally recognized title company (sometimes referred to herein as the "Title Company") a commitment for owner's title insurance for the Property (the "Title Commitment"). Buyer acknowledges receipt from Seller of a copy of the survey of the Land that Seller prepared in connection with the permitting for the Condominium Development (collectively, the "Existing Survey"). Buyer may order an update of the Existing Survey or a new survey of the Land; provided, however, Buyer must notify Seller of any material objections to the update of the Existing Survey or the new survey prior to the expiration of the Due Diligence Termination Date (as defined below), otherwise Buyer shall be deemed to have waived any right to object to same and any such inconsistencies shall constitute Permitted Exceptions (as defined below).

(b) Buyer's Review of Title Matters. Buyer shall have until the Due Diligence Termination Date to notify Seller in writing of any objection which Buyer may have to any matters reported or shown in the Title Commitment or the exception documents ("Buyer's Objection Letter"). Any matters reported in or shown by the Title Commitment and not timely objected to by Buyer as provided above shall be deemed to be "Permitted Exceptions". On or before the fifth (5th) business day following receipt of Buyer's Objection Letter, Seller shall elect, by delivering written notice of such election to Buyer and Escrow Agent ("Seller's Response") whether or not to cause the Title Company to remove any matters objected to in Buyer's Objection Letter. If Seller fails to deliver Seller's Response within the time frame set forth above, it shall be deemed to be an election by Seller not to cause Title Company to so remove such objections. Notwithstanding the foregoing, Seller shall be obligated to cure and remove all of the following title exceptions or encumbrances, if any: (i) the liens of any mortgage; (ii) tax liens for delinquent ad valorem real estate taxes; (iii) mechanics liens, judgement liens or other monetary liens of record; and (iv) broker's liens ("Seller's Mandatory Cure Items"). Seller shall have until Closing to cure and remove any Seller Mandatory Cure Items. If either (a) Seller elects to cause the Title Company to so remove and, at least one (1) day prior to the Closing (the "Cure Deadline"), Seller is unable to remove any exceptions or matters objected to by Buyer; or (b) Seller elects not to cause Title

Company to so remove, then Buyer must elect, by delivering written notice of such election to Seller and Escrow Agent on or before (i) the fifth (5th) business day following Buyer's receipt of Seller's Response, or (ii) if no Seller's Response is received by Buyer, the fifth (5th) business day following the date on which Seller shall have been deemed to have responded, as provided above, or (iii) in the event Seller elects to cause the Title Company to so remove and, prior to the Cure Deadline, Seller is unable to remove any exceptions or matters objected to by Buyer, on or before the Cure Deadline, to: (A) terminate this Agreement (in which case Escrow Agent shall return the Deposit to Buyer, and neither party shall thereafter have any rights or obligations to the others hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement); or (B) proceed to a timely Closing without liability to Seller whereupon such objected to exceptions or matters shall be deemed to be Permitted Exceptions. Seller shall be responsible for removing any exceptions or deficiencies to title which first arise between the date upon which Permitted Exceptions are established ("Permitted Exception Date") and Closing unless created by or with the consent of Buyer.

6. Buyer's Due Diligence.

(a) Seller Deliverables. Buyer acknowledges that Seller has delivered to Buyer, or provided Buyer satisfactory access to, the following (the "Property Documents"): Seller's existing survey(s) and/or title reports with respect to the Subject Property; copies of any environmental reports (including Phase I or Phase II reports) in Seller's possession or control; copies all documents, data, drawings, plans, plats and the like relating to the Condominium Development, all documents relating to any approvals and permits Seller has obtained from the Town of Cumberland relating to the Condominium Development or otherwise; any property condition reports; and any other information or documents pertaining to Seller's ownership of the Subject Property.

Buyer agrees to return the foregoing and all such other documents to Seller in the event the closing hereunder does not occur.

(b) Inspection Rights. At all reasonable times from and after the Effective Date, Buyer, its agents and representatives shall be entitled at Buyer's sole cost and expense to make investigations with respect to the compliance of the Property with all applicable laws, ordinances, rules and regulations; to determine the feasibility of proceeding with the Condominium Development, to review any documents or information Buyer has or may receive with respect to the Property; to review any contracts and agreements affecting the Property; to enter onto the Property during normal business hours to conduct such inspections and investigations of the condition of the Property as Buyer deems relevant including without limitation with respect to the site conditions of the Property, and perform Phase I and if necessary, Phase II environmental studies. Buyer shall at its own expense restore the Property to its present condition. All such inspections shall be done by qualified inspectors chosen and paid for by Buyer. Buyer shall indemnify, protect, defend and hold harmless Seller from all claims (including, without limitation, any claim for a mechanic's lien or materialman's lien), causes of action, costs, losses, damages and reasonable attorney's fees incurred by Seller in connection with or arising out of any inspections or investigations carried on, by or on behalf of Buyer pursuant to this Section. The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

(c) Buyer's Termination Right. Buyer shall have the right at any time on or before twenty (20) days after the Effective Date (the "Due Diligence Termination Date") to terminate this Contract if Buyer determines for any reason that the Property Documents or all or any portion of the Property is not acceptable to Buyer in its sole and absolute discretion. Notwithstanding the foregoing, if Buyer's environmental consultant determines that a Phase II report is warranted, the Due Diligence Termination Date shall be extended for an additional period of forty-five (45) days provided Buyer gives Seller written notice of its intent to so extend prior to the initial Due Diligence Termination Date. If Buyer delivers a written notice to Seller and Escrow Agent exercising its termination right hereunder ("Buyer's Termination Notice") on or before the Due Diligence Termination Date (as it may be extended), then (a) Escrow Agent shall return the Deposit to Buyer; and (b) this Contract shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survive the termination of this Contract. If Buyer fails to deliver to Seller and Escrow Agent Buyer's Termination Notice on or before the Due Diligence Termination Date, Buyer shall be deemed to have waived its right to terminate this Contract pursuant to this Section.

7. Reserved.

8. Conveyance of Subject Property and Personal Property; Assignment and Assumption of Lease. At the time of Closing hereunder, Seller shall convey its fee simple interest and estate in and title to the Property by Quitclaim with Covenant Deed in form reasonably acceptable to Seller, Buyer and their respective counsel free and clear of any and all liens, security interests, exceptions or encumbrances arising by or through Seller, and save and except for personal property taxes for the year of closing and subsequent years not yet due and payable.

9. Closing. The sale and purchase transaction contemplated in this Contract shall be closed, and the Purchase Price paid, on the date that is twenty-five (25) days after the Due Diligence Termination Date (as it may be extended) (the "Closing Date"). Notwithstanding the foregoing, Buyer shall be granted a twenty (20) day extension of the Closing Date if Buyer deposits with the Escrow Agent an additional Twenty Thousand (\$20,000.00) Dollar Deposit (which shall be non-refundable but applied against the Purchase Price) within such 25 day period. The following documents and items shall be delivered by Seller and Purchaser at Closing, as applicable:

(a) A Quitclaim with Covenant Deed from Seller in form reasonably acceptable to Seller and Buyer, together with applicable conveyance tax forms.

(b) An Owner's Affidavit executed by Seller in the form provided by the Title Company, provided such requested Affidavit does not expand the liability or representations of Seller hereunder beyond the terms of this Contract.

(c) An Affidavit stating that Seller is a Maine resident, or in the alternative, a Certificate of Exemption, Certificate of Reduction or REW-1 filing form.

(d) An Affidavit of Seller stating that Seller is not a "foreign person" as defined in Section 1445(B)(2) of the Internal Revenue Code of 1986, as amended.

(e) All transferable licenses, permits, certificates, approvals, authorizations, variances and consents held by Seller and issued by governmental and quasi-governmental bodies, officers and authorities in respect to the ownership, occupancy, use and operation of the Property in the possession or control of Seller.

(f) To the extent assignable, and without warranty or recourse, all warranties, guaranties, contract rights and miscellaneous rights pertaining to the Property.

(g) Appropriate evidence of authorization reasonably satisfactory to the Title Company regarding the consummation of the transaction contemplated by this Contract.

Seller shall pay the following closing costs (a) any and all costs incurred by Seller in performing its obligations under this Contract, (b) the cost of any brokerage commission due and payable with respect to the transaction, and (c) the cost of recording the discharge of any existing mortgage on the Property and any other documents required to be recorded or filed in order to transfer title as provided herein. Buyer shall pay the following closing costs (a) title search and examination charges, and the premium for the Commitment and Lender's and/or Owner's Title Insurance Policy, if any, to be issued pursuant thereto; (b) the cost of the update to the Survey or a new survey, if any; (d) the cost of any inspections or investigations of the Property, (e) the cost of recording the Deed and any mortgages or other recorded documents relating to its purchase of the Property, and (f) all costs associated with Buyer's financing of its acquisition contemplated hereunder, if applicable. Seller and Buyer will each pay one-half of the transfer tax payable with respect to the Purchase Price. Each of the respective parties shall bear its own attorneys' fees.

10. Possession and Risk of Loss. Possession of the Subject Property shall be delivered by Seller to Buyer at the time of closing hereunder, free and clear of all tenants and occupants except pursuant to the Leases. Risk of Loss shall be on Seller until transfer of Property.

11. Prorations. Prorations shall be made as of the Closing Date as if Buyer were in title for the entire Closing Date. The following shall be prorated and adjusted between Seller and Buyer:

(a) Assessments. All assessments, general or special, assessed as of the date hereof shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments that are due and payable prior to the Closing Date and Buyer being responsible for any installments of assessments that are due and payable on or after the Closing Date. All such assessments assessed after the date hereof shall be the sole responsibility of Buyer.

(b) Taxes. All ad valorem real estate and personal property taxes with respect to the Property shall be prorated as of the Closing Date, based on the most currently available final tax bill and on a cash basis for the tax year in which the Closing occurs, regardless of the year for which such taxes are assessed.

(c) Other. Such other items as are customarily prorated in transactions of this nature in the counties in which the Project is located shall be ratably prorated.

12. Representations, Warranties and Covenants of Seller.

12.1 Seller hereby makes the following representations and warranties to Buyer:

(a) Seller's execution and delivery and performance of this Contract by the undersigned and the performance of its obligations hereunder, including the closing of the sale and purchase transaction contemplated herein on the terms set forth herein, have been duly authorized and directed by Seller and no further consents or approvals are or shall be required as a condition precedent to the consummation and closing of the sale and purchase transaction contemplated herein except as expressly set forth in this Contract. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement and upon the execution and delivery of any document to be delivered by Seller on or prior to the Closing, this Agreement and such document shall constitute the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms.

(b) The performance by the Seller of the terms, covenants and conditions contained herein will not conflict with, constitute an event of default under, any agreement or other instrument to which Seller is a party or by which its properties or assets are bound.

(c) Seller is not a party to any agreements, contracts or licenses affecting the Property or any use of the Property that would not be terminable at will by Buyer without penalty from and after the Closing.

(d) Seller has not received any written notice from any governmental authority that the Property, or the present condition, operation or use thereof, violates any applicable laws, rules, regulations, restrictions, covenants, agreements, site plan approvals, zoning or subdivision regulations or any duly issued variances and Seller has no other actual knowledge of any such violation(s).

(e) Seller has received no written notice that there is any pending judicial, municipal or administrative proceedings affecting the Property or any portion thereof, including, without limitation, proceedings for or involving collections, condemnations, eminent domain, alleged building code, zoning or environmental violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition or use of the Property and Seller has no other actual knowledge of any such proceedings.

(f) Seller represents that, after the execution of this Contract and until such time as Closing occurs or the Contract expires without performance, it shall not enter into any leases, encumbrances or other arrangements pertaining to the Property which shall not be removed or terminated not later than the Closing.

(g) The Property does not contain, and has not contained, any Hazardous Substances. "Hazardous Substances" means and refers to any "hazardous substance" as now or hereafter defined in §101(14) of CERCLA or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the RCRA or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos-containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) lead paint; (ix) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under local, state or federal environmental laws.

(h) At Closing, Seller shall be the sole owner of good, fee simple, marketable and insurable title to all of the Property.

(i) There are no options to purchase or rights of first refusal with respect to all or any part of the Property and Seller has entered into no contracts for the sale, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Subject Property.

(j) Seller has paid, or will pay at or prior to Closing, all taxes (including all real estate, personal property, sales and use taxes), assessments, charges, fees, levies and impositions associated with the Property, coming due prior to the Closing Date. Seller knows of no actual or pending imposition of any assessments for public improvements and, to the best of Seller's knowledge, no such improvements have been constructed or planned that would be paid for by means of assessments upon the Property.

Seller shall indemnify, defend and hold Buyer and Buyer's members, managers, partners, officers, shareholders, directors and employees harmless from all claims, demands, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from or attributable to any breach by Seller of any of its warranties or representations in this Section 12 or elsewhere in this Contract, and the representations and warranties set forth herein and this indemnification shall survive the Closing for a period of six (6) months.

12.2 Seller covenants and agrees with Buyer as follows:

(a) From the Effective Date until physical possession of the Property has been delivered to Buyer, Seller will keep and maintain all of the Property in good order and condition, will not permit any waste with respect thereto and shall operate the Property in accordance with its current good faith business practices.

(b) From the Effective Date until the Closing Date, Seller shall not enter into any new agreements affecting the Property unless such agreements provide for a thirty (30) day cancellation provision without penalty.

(c) Between the Effective Date and the Closing Date, Seller shall not grant or permit any new encumbrances on or about the Property.

13. Representations and Warranties of Buyer. Buyer represents, covenants and warrants to and agrees with Seller that Buyer has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder, and the execution and delivery of this Contract and the performance by Buyer of its obligations hereunder (i) have been duly authorized by all requisite limited liability company action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of organization of Buyer or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound.

14. Default

(a) Buyer Default. In the event of any material default on the part of Buyer under this Contract, the Seller shall be entitled, as its sole remedy hereunder, to retain the Deposit as consideration for its execution of this Contract and in full settlement of, and as liquidated damages for, any and all claims for damages occasioned by Buyer's default, and this Contract shall terminate, expire, cease and become null and void and, thereafter, all parties hereto shall be relieved of any and all further obligations and liabilities to each other under this Contract, other than as to those obligations which specifically survive the termination of this Contract.

(b) Seller Default. In the event of any default on the part of Seller under this Contract, the Buyer, as its sole remedy hereunder, may elect any of the following. (i) enforce specific performance of Seller's obligations under this Contract, or (ii) terminate this Contract, whereupon neither party hereto shall have any further rights or obligations hereunder (except as expressly set forth herein as surviving termination), and the Escrow Agent shall deliver the entire Deposit to Buyer, and Buyer shall have the right to seek reimbursement of Buyer's out-of-pocket expenses subject to a cap of Twenty Thousand (\$20,000) Dollars.

15. Reserved.

16. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract, then such party shall be entitled to recover from the other party its attorney fees and costs in any such litigation and any appeals therefrom.

17. Time of Essence. It is expressly agreed by the parties hereto that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next business day.

18. Captions and Paragraph Headings. Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Contract nor the intent of any provision hereof.

19. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be either (i) hand delivered, (ii) sent by Federal Express or other overnight delivery service, or (iii) transmitted by facsimile or telecopy transmission, to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, provided that facsimile notice is permitted as an accommodation only and must be followed immediately by other permitted delivery method hereunder.

TO SELLER:

Broad Cove Ridge, LLC
c/o Snell Construction, LLC
97 Ledgebrook Crossing
Brunswick, ME 04011

with a copy to:

Norman, Hanson & DeTroy, LLC
Two Canal Plaza
Portland, Maine 04101
Attention: Paul F. Driscoll

TO BUYER:

GenX Capital Partners LLC,
488 NE 18th Street #4612
Miami, FL 33132

with a copy to:

Murray, Plumb & Murray
75 Pearl Street
Portland, Maine 04101
Attention: Drew A. Anderson

TO ESCROW AGENT.

Murray, Plumb & Murray
75 Pearl Street
Portland, Maine 04101
Attention: Drew A. Anderson

20. Governing Law and Binding Effect. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Maine and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective successors and assigns.

21. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in the purchase and sale transaction contemplated in this Contract and supersedes any and all prior or contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, warranties, statements, representations or undertakings, whether written or oral, made or executed by any party hereto shall be binding on

any party hereto, unless specifically set forth or incorporated in this Contract. This Contract may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by all parties, or in the event that such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the other or others, then the same must be in writing signed by that party or those parties hereto to whose detriment such modification, amendment or waiver inures.

22. Brokerage. Seller and Buyer hereby acknowledge, represent and warrant to each other that, other than _____, who shall be paid by Seller at Closing pursuant to a separate agreement or agreements, that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase transaction contemplated in this Contract and that no commission, finder's fee or similar remuneration, by whatever name, is payable by Seller or Buyer or due to any broker or finder in connection with this Contract or the sale and purchase transaction contemplated herein. Seller and Buyer each, respectively, hereby agree to indemnify, defend, save and hold the other harmless from and against the payment of any commissions or fees or claims for commissions or fees as a result of any actions taken or agreements, respectively, made by them with respect to the sale and purchase transaction contemplated in this Contract. The provisions of this Paragraph shall expressly survive any closing or closings hereunder or the termination of this Contract for any reason.

23. Assignment. This Agreement is not assignable by Seller except for the purpose of a like-kind exchange. Buyer shall be entitled to assign its right, title and interest herein to any corporation, partnership or other entity, whether now existing or hereafter formed, controlled by, controlling or under common control with Buyer (each an "Affiliate"), or to any investor in or client of Buyer or any such Affiliate. Any assignee shall expressly assume all of Buyer's duties, obligations and liabilities hereunder. No such assignment shall release the named Buyer from its obligations hereunder.

24. Non-Disclosure. Subject at all time to the rights of the parties as set forth in this Contract, unless and until the transaction contemplated hereby is closed, Buyer and Seller shall make no public announcements regarding the terms of this transaction. In any event, Buyer and Seller shall hold all proprietary information obtained by them with respect to each other or the Subject Property in strict confidence and shall not disclose such information to any other person or entity except to the extent necessary to consummate the transaction contemplated hereby.

25. Condemnation. In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject of a bona fide written threat of condemnation by any governmental authorities or other entity prior to the closing, then the Buyer shall have the option of either (a) terminating this Contract by giving written notice thereof to the Seller, whereupon the Earnest Money Deposit shall be immediately refunded to the Buyer, and this Contract and all rights and obligations created hereunder shall be null and void and of no further force and effect, except as otherwise specified herein, or (b) requiring the Seller to convey the remaining portion or portions of the Property to the Buyer pursuant to the terms and provisions hereof and to transfer and assign to the Buyer at the closing all of the right, title and interest of the Seller in and to any award made or to be made by reason of such condemnation, less amounts expended by Seller in connection therewith prior to such time. The Seller and the

Buyer hereby further agree that the Buyer shall have the right to be present in all negotiations with any governmental authorities relating to the Property and to be apprised of the compensation to be paid for any portion or portions thereof condemned by such governmental authorities or other entity.

26. Casualty. Seller will promptly upon receiving actual notice of a casualty, notify Buyer of any fire or other casualty affecting the Property between the date hereof and the Closing. As soon as reasonably possible thereafter, subject to Seller's actual receipt of the proceeds, and subject in any event to the terms of the existing mortgage on the Real Property, Seller will commence any necessary repairs as a result of such fire or other casualty, and will provide Buyer with current information concerning insurance coverage therefor (the "Casualty Notice"). Buyer will have the right to terminate this Contract by written notice to Seller within fifteen (15) days following receipt of the Casualty Notice. If Buyer so terminates this Contract the Earnest Money Deposit will be returned to Buyer, and the parties will have no further obligations or liabilities hereunder, except as otherwise expressly provided herein. If Buyer elects not to terminate this Contract, the purchase contemplated herein will be consummated without reduction of the Purchase Price within the later of ten (10) days after the expiration of such fifteen (15) day period or on the Closing Date specified herein, in which event the insurance proceeds will be used for such repairs, to the extent necessary, and Seller will assign transfer and set over to Buyer all of Seller's right, title and interest in and to such insurance proceeds less any amounts actually expended by Seller towards the repair or restoration prior to the date thereof.

27. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall be deemed to constitute an original instrument. Electronic signatures shall be afforded the full force and effect of original ink signatures.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

"SELLER"

Broad Cove Ridge, LLC

By: 

Name: Jon Snell

Its: 

"BUYER"

GenX Capital Partners LLC

By: 

Name: Mark McClure

Its: Manager

"ESCROW AGENT"

Murray Plumb & Murray

By: 

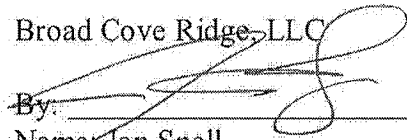
Name: Drew A. Anderson

Its: President

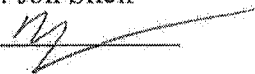
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

"SELLER"

Broad Cove Ridge, LLC

By:  _____

Name: Jon Snell

Its:  _____

"BUYER"

GenX Capital Partners LLC

By:  _____

Name: Mark McClure

Its: Manager

"ESCROW AGENT"

Murray, Plumb & Murray

By: _____

Name: Drew A. Anderson

Its: President

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of September 13, 2021 ("Amendment Effective Date") by and between **BROAD COVE RIDGE, LLC**, a Maine limited liability company having an address at 97 Ledgebrook Crossing, Brunswick, ME 04011 (hereinafter referred to as "Seller"), and **GENX CAPITAL PARTNERS LLC**, a Florida limited liability company having an address at 488 NE 18th Street #4612, Miami, FL 33132, or its assigns (hereinafter referred to as "Buyer").

Recitals:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as of July 21, 2021, as amended by that certain Amendment to Purchase and Sale Agreement dated August 27, 2021 (the "Purchase Agreement"), with respect to those certain parcels of land and other property located at 98 U.S. Route 1, Cumberland, Maine, as described in the Purchase Agreement;

WHEREAS, all capitalized terms used herein shall have the meanings as defined and used in the Purchase Agreement unless otherwise defined herein; and

WHEREAS, the Parties wish to set forth in this Amendment certain amendments to the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound hereby, agree as follows:

1. Amendment to Section 4 of Purchase Agreement. Section 4 of the Purchase Agreement is amended by changing the Purchase Price to Three Million Two Hundred Forty Thousand and no/100 (\$3,240,000.00) Dollars, together with the additional consideration as provided in the Purchase Agreement.
2. Closing Date. Notwithstanding anything in Section 9 of the Purchase Agreement to the contrary, the Closing Date shall be the date that is seven (7) business days following the date that all permits and approvals for the Condominium Development, which must be re-granted by the Town of Cumberland due to the fact the property exchange between Seller and Ledgeview Properties, LLC had to be reversed, have been granted without the likelihood of appeal.
3. Confirmation of Purchase Agreement. Except as otherwise specifically set forth herein, Seller and Buyer hereby confirm that the Purchase Agreement is unmodified and continues in full force and effect in accordance with its terms.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. To facilitate execution of this Amendment, the Parties hereto may execute and

exchange counterparts of the signature pages by facsimile or electronic transmission, each of which transmissions shall be deemed an original for purposes hereof.

5. Governing Law. This Amendment shall be governed by, and construed under and in accordance with, the laws of the State of Maine, without reference to the conflicts of laws rules of the State of Maine.

{signatures follows}

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the Amendment Effective Date.

SELLER

Broad Cove Ridge, LLC

DocuSigned by:
By: JONATHAN SNELL
Name: Jonathan Snell
Its: Manager

BUYER

GenX Capital Partners LLC

DocuSigned by:
By: Mark McClure
Name: Mark McClure
Its: Manager

AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of August 27, 2021 ("Amendment Effective Date") by and between **BROAD COVE RIDGE, LLC**, a Maine limited liability company having an address at 97 Ledgebrook Crossing, Brunswick, ME 04011 (hereinafter referred to as "Seller"), and **GENX CAPITAL PARTNERS LLC**, a Florida limited liability company having an address at 488 NE 18th Street #4612, Miami, FL 33132, or its assigns (hereinafter referred to as "Buyer").

Recitals:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Agreement dated as July 21, 2021 (the "Purchase Agreement"), with respect to those certain parcels of land and other property located at 98 U.S. Route 1, Cumberland, Maine, as described in the Purchase Agreement;

WHEREAS, all capitalized terms used herein shall have the meanings as defined and used in the Purchase Agreement unless otherwise defined herein; and

WHEREAS, the Parties wish to set forth in this Amendment certain amendments to the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound hereby, agree as follows:

1. Amendment to Section 4 of Purchase Agreement. Section 4 of the Purchase Agreement shall be removed entirely and replaced as follows:

"4. Purchase Price and Method of Payment. Subject to credits, adjustments and prorations for which provisions are hereinafter expressly made, the total purchase price to be paid by Buyer to Seller for the Subject Property (the "Purchase Price") shall be three million and three hundred thousand and no/100 (\$3,300,000.00) Dollars together with the additional consideration set forth below. The Purchase Price shall be paid by Buyer to Seller in the manner and at the times as follows:

- (i) The Deposit, paid by Buyer to Escrow Agent hereunder, shall be credited to Seller and considered as payment of part of the Purchase Price for the Property at the time and upon consummation of the closing of the sale and purchase transaction contemplated in this Contract.
- (ii) Eight Hundred Twenty-Five Thousand (\$825,000) Dollars shall be paid at Closing by Buyer delivering to Seller (or its nominee) a Promissory Note in such amount (the "Note"). The Note shall bear a fixed rate of interest set at 5.0% per annum, and all principal and

interest thereupon shall be payable on that date which is nine (9) months after the Closing. The Note shall have no prepayment penalty. The Note shall be unsecured.

- (iii) The balance of the Purchase Price shall be paid to Seller by Buyer by wire transfer or other immediately available funds acceptable to Seller, at the time of closing hereunder, subject to credits, adjustments and prorations as expressly provided herein.
- (iv) As additional consideration, at Closing Buyer shall execute an agreement in favor of Seller providing for it to pay to Seller five (5%) percent of the net profits on all income from unit sales of the Property, payable at the closing of said unit sales, and five (5%) percent of the net profit of any rental income derived from the Property, payable in arrears on a quarterly basis as guaranteed payments.”

2. Closing Date. Notwithstanding Section 9 of the Purchase Agreement and extensions otherwise made to the Due Diligence Termination Date, the Closing Date shall be September 13, 2021. Notwithstanding the foregoing, Buyer shall be granted a twenty (20) day extension of the Closing Date if Buyer deposits with the Escrow Agent an additional Twenty Thousand (\$20,000.00) Dollar Deposit (which shall be non-refundable but applied against the Purchase Price) before September 13, 2021.

3. Satisfaction of Inspections, Title and Due Diligence Matters. Buyer agrees and acknowledges that all inspections and due diligence matters, including those relating to permitting and the condition of the Property, are satisfactory to it. Buyer hereby waives any right to terminate the Purchase Agreement based on any alleged failure of the permitting for, or condition of, the Property to conform to Buyer’s expectations. Seller shall cause Allagash Title Services, LLC to issue title insurance coverage on First American Title Insurance Company to insure title to the Property at closing in form to be reasonably satisfactory to Buyer. Seller and Buyer agree and acknowledge that the boundary line between the property of Seller and the adjacent property of Ledgeview Properties, LLC has been adjusted to accommodate a permitting issue and that the portion of the land acquired by Seller from Ledgeview Properties, LLC in the exchange remains subject to a mortgage. Seller shall use reasonable commercial efforts after the closing to cause the holder of this mortgage to grant a partial release to clear the title to the property of the mortgage. The parties anticipate that this will take up to eight (8) months. Other than as to title and as to the partial release arrangements for the mortgage granted by Ledgeview Properties, LLC described herein, Seller has fully satisfied all of Buyer’s due diligence conditions to Buyer’s obligation to close on the purchase of the Property. Buyer shall accept the property at closing “as is”, “where is” and “with all faults” and further agrees that it is not relying on any representation of the Seller in connection with the consummation of the transactions contemplated by the Purchase Agreement or this Amendment, other than as set forth in this Amendment and in Sections 12.1(a), 12.1(b), 12.1(c), 12.1(d), 12.1(e), 12.1(f), 12.1(h), 12.1(i) and 12.1(j) of the Purchase Agreement. For the avoidance of doubt, and despite the provisions of Section 12.1(g) of the Purchase Agreement,

Buyer is satisfied with the environmental condition of the property and hereby releases Seller from any warranties, representations or liabilities set forth in Section 12.1(g).

4. Confirmation of Purchase Agreement. Except as otherwise specifically set forth herein, Seller and Buyer hereby confirm that the Purchase Agreement is unmodified and continues in full force and effect in accordance with its terms.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. To facilitate execution of this Amendment, the Parties hereto may execute and exchange counterparts of the signature pages by facsimile or electronic transmission, each of which transmissions shall be deemed an original for purposes hereof.

6. Governing Law. This Amendment shall be governed by, and construed under and in accordance with, the laws of the State of Maine, without reference to the conflicts of laws rules of the State of Maine.

{signatures follows}

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the Amendment Effective Date.

SELLER

Broad Cove Ridge, LLC

By: 

Name: Jon Snell

Its: Manager

BUYER

GenX Capital Partners LLC

By: 

Name: Mark McClure

Its: Manager



August 16, 2021

Mark McClure
488 NE 18th Street, #4612
Miami, FL 33132
Mark@genxcp.com

Reference: 100 US Route 1 Cumberland Foreside, Maine 04110

Dear Mr. McClure:

Bridge Capital Group LLC, (hereinafter, "Bridge Capital") is pleased to offer this Term Sheet in connection with your financing request (the "Loan") as described herein. **THIS TERM SHEET PROVIDES A PRELIMINARY INDICATION OF OUR PROPOSED TERMS AND DOES NOT CONSTITUTE A COMMITMENT TO LEND.**

Lender: SW LEGACY LLC, an affiliate of Bridge Capital Group LLC.

Borrower: GenX Capital Partners, LLC, which entity is required to be a single purpose entity approved by Lender.

Guarantors: Mark McClure and any other individual or entity with a 20% or greater membership interest in the Borrower.

Applicant: Mark McClure

Property: A 60,000 SF parcel located at 100 US Route 1 Cumberland Foreside, Maine 04110 (the "Property")

Project: Acquisition and Development of the Property into a 5 story high, multi-family building consisting of forty five (45) Units ("Unit").

Collateral: The Loan will be secured by (a) a first priority mortgage lien on the Property; and (b) a pledge and security interest of membership interests in the Borrower; and (c) a first security interest in all furnishings, fixtures and equipment located within the Property that is owned by the Borrower.

Loan Amount: \$2,640,000.00; or 80% of the \$3,300,000.00 Purchase Price of the Property, exclusive of closing costs and fees, real estate commissions, Loan Interest payable and real estate tax escrows; all of which will be paid by Borrower from its funds. The Loan Amount shall be due and payable by Borrower on the earlier of the Maturity Date of the Loan, or the sale, transfer, refinancing, partial release, or other disposition of the Property.

Future Advance: Lender may provide additional financing to Borrower, at its sole discretion, for completion of the site improvements to the Property. Lender will require additional terms and conditions in connection with such additional financing at its sole discretion.

Interest Reserve: N/A

Mark McClure

Special Conditions: N/A

**Construction Loan
Draws:**

The Borrower or Borrower's General Contractor (the "BGC"), may submit no more than two draw ("Draw") requests each month, in accordance with the attached budget ("Budget"), approved by Lender, accompanied by lien releases, updated Title, engineer's Draw approval and payment of a \$300.00 administrative fee. The BGC shall be permitted to submit the appropriate documentation for the initial Draw at issuance of the building permits, or commencement of construction activities that do not require a permit but are included in the Budget. Monthly Draw requests, received by the first day of each month, shall be funded on or before the fifteenth of such month and Draw requests, received by the fifteenth day of each month, shall be funded on or before the thirtieth of such month. In addition to any other fees and costs related to the completion of each Draw, Lender shall charge \$300.00, as an administrative fee for each Draw. An engineer acceptable to Lender will be engaged to provide a plan and cost review, opine as to the reasonability of the budget, and certify that work has been performed for each draw at Borrower's expense. The Borrower or BGC shall only submit, and Lender shall only fund a Draw request with respect to work actually completed and for materials and equipment actually incorporated into the Project and not for materials stored on the Property.

Use of Funds: \$2,640,000.00 toward the purchase of the Property.

Release Payment:

Upon the sale, refinance, or other disposition of any portion of the Property, Lender shall issue a partial release of mortgage for a payment equal to the greater of eighty percent (80%) of the net sales price of each Unit but no less than \$380,000.000 plus third-party closing costs and fees ("Release Payment").

Loan Interest:

During the Loan Term and absent any default by Borrower, Loan Interest of Twelve percent (12%) per annum, calculated on an Actual/360-day calendar year, shall be paid in monthly installments in arrears, on the first day of each month of the Loan Term.

Amortization:

Interest only during the Loan Term. No scheduled payments of principal during the Loan Term.

Loan Term:

1 Year from the date of closing (the "Maturity Date")

Estimated Closing Date:

Wednesday, September 8, 2021, subject to Borrower's delivery of the signed Term Sheet and deposits no later than **3pm Wednesday, August 18, 2021** and delivery of the Inspection Information no later than **Wednesday, September 1, 2021**.

Closing Date:

If the Loan does not close within ten (10) days of scheduled Closing Date, solely as a result of Borrower's decision to extend or defer the Closing Date, Lender reserves the right to cancel the closing and retain the Origination Fee. Lender at its option may agree to extend the Closing Date upon Borrower's payment of a standby fee determined by Lender in its reasonable discretion.

Extension:

Subject to Lender's approval in its absolute and sole discretion, Borrower may extend the Loan for one (1) year upon its compliance with the following:

- (a) There shall have been no defaults during the Loan Term; and
- (b) Borrower shall have satisfied all other conditions of the Loan; and
- (c) Borrower's written request to extend shall be received by Lender no less than ninety (90) days prior to the Maturity Date of the Loan; and
- (d) Payment of ten percent (10%) of the outstanding principal balance of the Loan; and
- (e) The payment to Lender of an extension fee ("Extension Fee") equal to two percent (2%) of the Loan Amount.

Mark McClure
Initial

- (f) Commencing on the beginning of the Extension Period (the "Rate Change Date"), Borrower shall be subject to an increase in the annual interest rate equal to 800 basis points above the Prime Rate established by Citibank and subsequent quarterly resets during the remainder of the term of the Loan, as extended. In no event, will the Interest Rate be less than twelve percent (12%) for the life of the Loan. If that index is no longer available for reference, then Lender will choose another comparable index.

Origination Fee: The Origination Fee of three percent (3%) of the Loan Amount, or \$79,200.00, shall be earned upon execution of the Term Sheet and is nonrefundable to Borrower for any reason whatsoever, except for Lender's failure to close, absent any misrepresentation by the Borrower, related to the Property, the Principals of Borrower, or the Inspection Information provided to Lender by Borrower, or a failure to provide all of the Inspection Information required by Lender in connection with this Loan transaction. The Origination Fee shall be payable to SW LEGACY LLC, one percent (1%) or \$26,400.00 on execution of the Term Sheet and two percent (2%) or \$52,800.00 on the closing of the Loan.

Exit Fee: One percent (1%) of the outstanding principal balance of the Loan will be due upon the earlier of (i) payment of the first Release Payment or (ii) the Maturity Date of the Loan.

Broker: N/A

Borrower hereby agrees to indemnify and hold harmless Lender from and against any claim by any broker, finder, consultant, agent or any person or entity for commissions or other compensation for bringing about this transaction, where such claim is based in whole or in part on dealings with Borrower or any affiliate thereof and from all expenses of Lender in resisting any such claim including, without limitation, reasonable attorneys' fees, costs and disbursements.

Prepayment: In the event the Loan is paid off during the first six (6) months following the Closing Date, a prepayment fee will be due equivalent to a total of six (6) months interest less the actual interest paid to Lender. Prepayment of the Loan after the first six (6) months from the Closing Date shall be permitted at any time by Borrower without a prepayment fee, upon fifteen (15) days' written notice to Lender, which Borrower agrees to pay fifteen (15) days' Loan Interest to Lender in accordance with such notice.

Lender Transfers: Lender shall have the right to freely transfer or participate the Loan, to enter into one or more secondary market transactions with respect to the Loan and to structure and restructure all or any part of the Loan as multiple transfers, at no additional cost to Borrower. Borrower, its Principals and Guarantors agree to cooperate and provide such financial and background information as may reasonably be required and execute any related documents to effect such transaction or participation.

Other Debt or Encumbrances: Neither the Borrower nor its Principals shall be permitted to pledge, borrow against, or otherwise encumber the Property without the prior written consent of Lender.

Borrower Transfers: No transfer of any interest in the Borrower is permitted, except in the event of a sale or refinancing of the Property, in which the Loan is paid in full.

Third Party Reports: Appraisals, engineering, environmental and property condition reports may be required as determined by Lender. These reports will be ordered by Lender and will be the property of Lender as appropriate. Such Third-Party reports shall be conducted by independent persons

Mark McClure
Initial

who are not related with Lender, its affiliates and its officers at Borrower's sole cost and expense. Copies may be forwarded to Applicant only after the Loan has closed or is denied.

Environmental Indemnity: Borrower and its Principals shall execute an Environmental Indemnity Agreement in form and substance acceptable to Lender for the Property.

Legal and Closing Costs: As a condition of closing, Borrower shall retain counsel in order to render all customary legal opinions regarding Borrower, its Principals, the enforceability of the loan documents and such other opinions as reasonably required by Lender's counsel.

Borrower shall be responsible for Lender's legal fees and out of pocket closing costs incurred for this Loan. Borrower shall pay a legal and closing costs deposit of \$5,000.00 (the "Legal Deposit"), payable upon execution of this Term Sheet.

Title Insurance: Lender must receive a copy of Borrower's Owner's Title Insurance Policy for the Property, issued currently by a title insurance company satisfactory to Lender in all respects. The liens created by the pledge and the priority thereof shall be insured in favor of Lender and its successors and/or assigns, which insurance shall be issued and underwritten by an insurance carrier approved by Lender.

Lender hereby discloses that its preferred title insurance company for loans within the State of Florida, Bridge Title LLC ("Bridge Title"), is an affiliate of Lender and Bridge Capital. Bridge Title shares common financial and ownership interests with Bridge Capital and Lender and may benefit as a result of any referral to Bridge Title by Lender. If Borrower selects Bridge Title to issue the title insurance policy through First American Title Insurance Company, Borrower will receive a rebate as a preferred client of Bridge Capital. Bridge Title is limited to issuing title insurance only in the State of Florida.

Insurance: Borrower is required to maintain the following types of Insurance upon the Property:

1. Casualty Insurance. "All Risk" coverage insurance against loss or damage to the Property from all risk perils, including fire, lightning, wind, hail, vandalism, malicious mischief, burglary, and theft. The amount of such insurance shall not be less than one hundred percent (100%) of the full replacement cost of the improvements, fixtures and personal property owned by Borrower from time to time.
2. Comprehensive General Liability Insurance. Commercial general liability insurance for personal injury, bodily injury, death, and property damage liability in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. Business Interruption Insurance. Business interruption and/or loss of rental income insurance in amounts sufficient to avoid any co-insurance penalty and to compensate Borrower for all rents during a period for twelve (12) months from the date of the Casualty, plus one hundred eighty (180) days extended period of indemnity, subject to a deductible not to exceed the Business Interruption Insurance Deductible.
4. Major Equipment Property Insurance. Broad form boiler and machinery insurance covering the major components of the Property including central heating, air conditioning and ventilating systems, in an amount equal to one hundred percent (100%) of the full replacement cost of improvements.
5. Flood Insurance. If the Land or any part thereof is identified by the Secretary of Housing and Urban Development and/or the Federal Emergency Management Agency as being situated in an area now or subsequently designated as having special flood hazards, flood insurance in an amount equal to the lesser of (1) one hundred percent (100%) of the full replacement cost of the improvements, or (2) the maximum amount of available

Mark McClure

flood insurance. The maximum deductible under such insurance will not exceed \$20,000.00.

6. Builder's All-Risk Completed Value Insurance. During the period of any construction on the Property or renovation or alteration of the improvements, Builder's All-Risk insurance in an amount approved by Lender and with an agreed amount endorsement waiving co-insurance provisions.

Lender reserves the right to require additional insurance coverage upon review of the Inspection Information. All insurance policies shall be underwritten by companies approved by Lender and each policy shall (1) in the case of a liability policy, naming Lender as additional insured; and (2) naming Lender as mortgagee.

Reserves: Lender shall collect monthly reserves from Borrower for payment of the 2021-2022 real estate taxes.

Inspection Information: The closing of the Loan is subject to Lender's satisfactory review and approval of the following Inspection Information. Lender shall not be obligated to fund the Loan if any aspect of Lender's inspection of the Property, the Borrower, its Principals or Guarantors is not satisfactory to Lender in its sole discretion.

- 1) Property:
 - A. Title Insurance Policy;
 - B. Declaration Page and complete copy of each Insurance Policy covering, casualty, wind, liability or any other insurance required;
 - C. Survey certified to Borrower and Lender;
 - D. Project Proforma showing Sources and Uses of all funding by Lender and Borrower, including a detailed improvement and/or renovation budget;
 - E. MAI Appraisal by an appraiser satisfactory to Lender;
 - F. Property Condition Report;
 - G. Phase I Environmental Report;
 - H. Confirmation of zoning and entitlements of the Property;
 - I. Certified Rent Roll;
 - J. All executed leases;
 - K. Property is an investment property and is not to be occupied by the Principals of the Borrower or their family members.
- 2) Borrower, Principals and Guarantors:
 - A. Formation documents including the operating agreement of Borrower and the members' consent if an LLC, or formation and related documents of the single purpose entity, including a shareholders' agreement, by-laws, list of officers and directors and shareholders' consent as applicable. Borrower must be a single purpose entity;
 - B. Individual Federal tax returns for each Principal and Guarantor of Borrower, including all schedules and K-1's for calendar years, 2018, 2019, and 2020 when available, and each year during the Loan Term as extended, within 30 days following the filing of such returns;
 - C. Personal Financial Statement on the Bridge Capital Group LLC form for each Principal of Borrower and Guarantor of Loan, dated no earlier than three months prior to the date of the Term Sheet and updated 30 days following the end of each calendar year during the Loan Term, as extended;
 - D. Attestation to Financial Information;
 - E. Credit and background reports for each Principal and Guarantor of Borrower, paid by Borrower;

Mark McClure
Initial _____

- F. Resume for each Principal of Borrower;
- G. Receipt of such other business, credit or legal documentation as Lender shall reasonably deem necessary and appropriate, including an agreement on all required documentation for the Loan to be in a form and substance satisfactory to Lender and its legal counsel;
- H. No adverse change in the fair market value of the Property that, in the sole judgment of Lender, could materially impair the Loan;
- I. Approval by Lender's Investment Committee;
- J. Such other information as Lender may reasonably require;
- K. **EACH PRINCIPAL OF BORROWER AND GUARANTOR REPRESENTS THAT HE/SHE HAS NOT FILED FOR BANKRUPTCY WITHIN THE PAST TEN YEARS, OR HAS EVER BEEN CONVICTED OF A FELONY AND HAS NO OUTSTANDING JUDGMENTS OR LITIGATION AND IS NOT PAST DUE OR IN DEFAULT OF ANY NOTE, MORTGAGE OR OTHER LOAN AGREEMENT RELATED TO THE PROPERTY OR OTHER PROPERTY OWNED BY THE PRINCIPAL OF BORROWER AND GUARANTOR EXCEPT AS DESCRIBED BY LETTER TO LENDER.**

Inspection Expenses:

Applicant shall reimburse Lender at closing for all underwriting fees and out-of-pocket expenses if applicable including but not limited to third-party appraisal, environmental and engineering report costs, site visit costs, legal fees, credit and background reports and any other expenses incurred in connection with this transaction whether or not it actually closes (collectively, the "Inspection Expenses"), which may exceed the deposits outlined below.

Upon acceptance of this Term Sheet, Applicant is required to post an inspection expense deposit (the "Inspection Deposit") equal to **\$0.00** as a credit against the costs associated with the Inspection Expenses. If the Inspection Expenses and any other expenses required to be reimbursed to Lender at closing exceed the Inspection Deposit, such additional amounts shall be paid from Loan Proceeds.

The terms and conditions of this Term Sheet are valid only if this Term Sheet, signed by the Borrower, is returned to Lender no later than **3pm Wednesday, August 18, 2021**, together with the following payments:

1. 1% Origination Fee payable to SW LEGACY LLC	\$26,400.00
2. Legal Deposit payable to SW LEGACY LLC	<u>\$5,000.00</u>
	\$31,400.00

Mark McClure



By signing below, the signing party represents that he/she has the full authority to authorize this document on behalf of Borrower. Furthermore, your signature below authorizes Lexis Nexis – Accurant and/or Experian products, to make inquiries of your consumer credit history and background information. This Term Sheet is a binding contract and supersedes all prior correspondence and any oral discussions between the parties. Should Lender have to enforce the terms and conditions of this Term Sheet, Borrower and the signing party shall be responsible for all attorneys' fees and costs incurred in connection with such enforcement.

Yours Sincerely,
Bridge Capital Group LLC

By: Norman S. Weinstein
Manager

AGREED & ACCEPTED:
Borrower: GenX Capital Partners, LLC

Mark McClure
By: Mark McClure

8/25/21
Date

Its: _____ Managing Member

Mark McClure

Contact Information:

NAME: Mark McClure

2 Town Landing Rd.	Falmouth	ME	04105
Address	City	State	Zip Code

305-507-6777	214-417-1218
Telephone Number	Mobile Number

Mark@genxcp.com
Email Address

Mark McClure

Wiring Instructions

Legacy Bank

SW Legacy LLC

ABA: 067015999

Account #: 0010010825

Address: 2300 Glades Road

Suite 140 West

Boca Raton, FL 33431

*Please reference the Property Address

Initial _____



**181 State Street, PO Box 4424, Portland, Maine 04101
(207) 772-7070 Office | info@shinbergconsulting.com**

Property Location: 98 to 100 US Route 1 Cumberland, Maine

Subject: Amendment to the Planning Board Approvals

General Application Documents: Technical Capability

The following are key members of the development team:

- 1) Shinberg Consulting
- 2) Platz Architects or TBD
- 3) Sevee & Maher

Shinberg Consulting has provided Owners Representative services to private and public entities since 2004.

Some of the notable projects that Shinberg Consulting has provided Owners Representative Services include:

- The Intermed Building Portland, ME
- Hyatt Place Hotel Old Port Portland, ME
- The Press Hotel Portland, ME
- 63 Marginal Way Portland, ME
- 280 Fore St. Portland, ME
- 326 ocean House Road Subdivision, Cape Elizabeth, ME
- The Mina Building Portland, ME
- 50 Portland Pier Portland ME
- 154 Clark St. for Shalom House Portland, ME

- Randall Place for The Opportunity Alliance Portland, ME
- 135 Sheridan Street Portland ME
- 645 Congress Street Portland, ME
- Ocean House Common in Cape Elizabeth
- 192 Western Avenue South Portland ME

CUMBERLAND FORESIDE PARTNERS, LLC

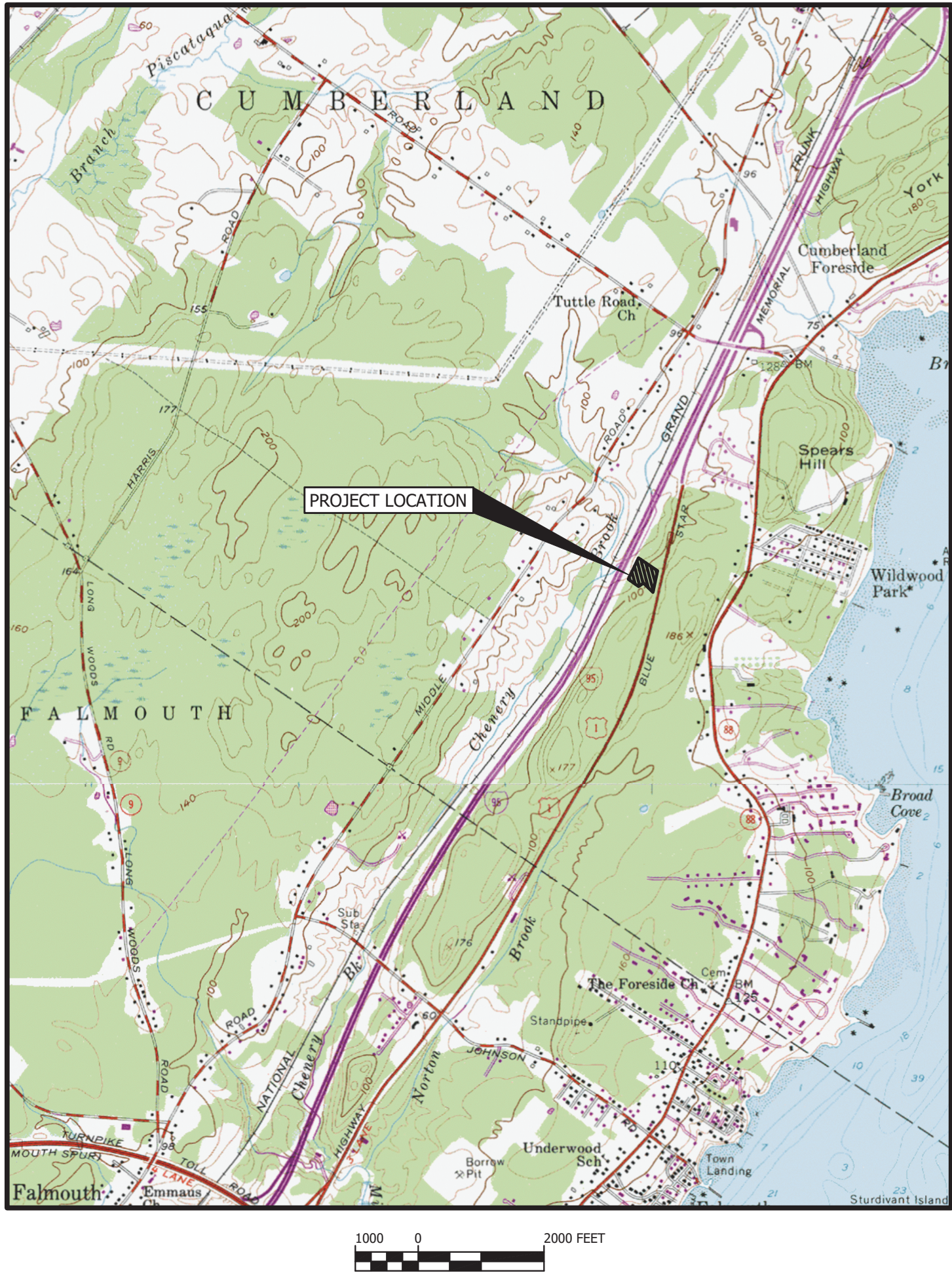
BROAD COVE RIDGE APARTMENTS

100 US ROUTE 1

CUMBERLAND, MAINE

TITLE	DWG NO
COVER SHEET	
GENERAL NOTES, LEGEND, AND ABBREVIATIONS	C-100
EXISTING CONDITIONS AND CLEARING PLAN	C-101
SITE OVERVIEW PLAN	C-102
SITE LAYOUT PLAN	C-103
SITE UTILITY PLAN	C-104
SITE GRADING AND DRAINAGE PLAN	C-105
EROSION CONTROL PLAN	C-106
EROSION CONTROL NOTES AND DETAILS	C-300
SECTIONS AND DETAILS	C-301
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SECTIONS AND DETAILS	C-303
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SECTIONS AND DETAILS	C-305
STORMWATER MANAGEMENT PLAN - PRE-DEVELOPMENT CONDITIONS	D-100
STORMWATER MANAGEMENT PLAN - POST-DEVELOPMENT CONDITIONS	D-101
LANDSCAPE PLAN	L-1
BOUNDARY / EXISTING CONDITIONS SURVEY	

LOCATION MAP

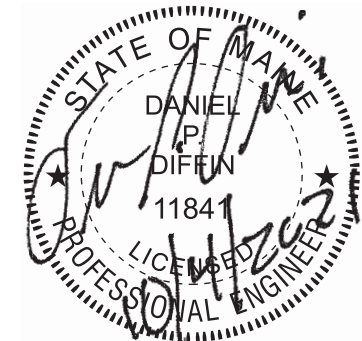


ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION



ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

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Phone 207.829.5016 • Fax 207.829.5692 • smemaine.com



GENERAL SITE NOTES:

1.

BASE MAP FROM PLAN ENTITLED "BOUNDARY/EXISTING CONDITIONS SURVEY, US ROUTE 1, CUMBERLAND ME, DAVE SPELLMAN, 127 FORESIDE ROAD, FALMOUTH, MAINE 04110" PREPARED BY SURVEY INC., DATED FEBRUARY 3, 2015. TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED WITH ASSUMED ELEVATIONS BY SURVEY, INC. JANUARY 15 & 16, 2015
2.

WETLAND BOUNDARIES DELINEATED BY ALBERT FRICK ASSOCIATES, FALMOUTH, MAINE.
3.

STANDARD PRACTICE DICTATES THAT PLANS COMPILED IN THIS MANNER SHOULD BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER. THE ACCURACY AND COMPLETENESS OF SUBSURFACE INFORMATION IS NOT GUARANTEED. VERIFY SITE CONDITIONS INCLUDING TEST PITS FOR LOCATIONS AND INVERTS OF UTILITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING WITH THAT PORTION OF WORK.
4.

ALL SITE AND CONSTRUCTION ACTIVITIES SHALL BE IN COMPLIANCE WITH MEDEP BEST MANAGEMENT PRACTICES AND EXISTING FEDERAL, STATE, AND LOCAL PERMITS AND PERMITTING REQUIREMENTS FOR THE SITE.
5.

PAVEMENT EDGES SHALL BE TRUE TO LINE. SAWCUT EXISTING PAVEMENT IN SMOOTH STRAIGHT LINE WHERE NEW PAVEMENT JOINS. PROVIDE TACK COAT LAYER IF SPECIFIED.
6.

PROVIDE BLASTING PLAN TO TOWN OF CUMBERLAND PRIOR TO THE START OF CONSTRUCTION.

SURVEYOR'S NOTES

1.

OWNER OF RECORD:
100 US ROUTE 1 LLC PER DEED BOOK 31838, PAGE 3 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS.
2.

TAX MAP R01, P/O PACEL 13B
3.

SURVEY REFERENCES:

(A) "PLAN OF PROPERTY IN CUMBERLAND, MAINE FOR WM. RANDALL, ELEANOR A. RANDALL & FRED JENSEN" BY: SURVEY, INC. JANUARY 1988
(B) "STANDARD BOUNDARY SURVEY, PLAN SHOWING A DIVISION OF LAND" FOR TWIN TOWN TRUST, BY LAND USE CONSULTANTS DATED OCTOBER 16, 1992.
(C) "SITE PLAN LEDGEVIEW PROPERTIES, LLC." FOR DAVID & KAREN LANDA, BY SURVEY INCORPORATED DATED DECEMBER 2001 AND REVISED THROUGH NOVEMBER 2002.
4.

TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED WITH ASSUMED ELEVATIONS BY SURVEY, INC. JANUARY 15 & 16, 2015
5.

PROPERTY IS LOCATED IN THE "OC-S" OFFICE COMMERCIAL-SOUTH DENSITY RESIDENTIAL REQUIREMENTS:
MINIMUM LOT SIZE- 1 ACRE
MINIMUM LOT FRONTAGE- 150 FEET

SETBACK REQUIREMENTS:
FRONT: 25 FEET
REAR: 65 FEET
SIDE: 20 FEET

GRADING NOTES:

1.

ADD 4" LOAM, SEED AND MULCH TO DISTURBED AREAS UNLESS OTHERWISE NOTED. PROVIDE EROSION CONTROL MESH ON ALL SLOPES STEEPER THAN 3:1, AND ALONG DITCH CHANNELS.
2.

MAINTAIN TEMPORARY EROSION CONTROL MEASURES FOR THE FULL DURATION OF CONSTRUCTION. INSPECT WEEKLY AND AFTER EACH STORM AND REPAIR AS NEEDED. REMOVE SEDIMENTS FROM THE SITE. PLACE IN AREA OF LOW EROSION POTENTIAL, AND STABILIZE WITH SEED AND MULCH.
3.

PLACE TEMPORARY SOIL STABILIZATION WITHIN 7 DAYS OF INITIAL DISTURBANCE. PLACE PERMANENT SOIL STABILIZATION WITHIN 7 DAYS OF FINAL GRADING.

UTILITY NOTES:

1.

THE ACCURACY AND COMPLETENESS OF SUBSURFACE INFORMATION IS NOT GUARANTEED. VERIFY SITE CONDITIONS INCLUDING TEST PITS FOR LOCATIONS AND INVERTS OF UTILITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO PROCEEDING WITH THAT PORTION OF THE WORK.
2.

COORDINATE WORK ON UTILITY LINES OR WITHIN ROAD RIGHT-OF-WAY WITH THE UTILITY COMPANIES AND TOWN ROAD DEPARTMENT AND MEDOT.
3.

ALL PIPING AND DRAINAGE STRUCTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWN OF CUMBERLAND MUNICIPAL STANDARDS.

DIG SAFE NOTES:

PRIOR TO EXCAVATION, VERIFY THE UNDERGROUND UTILITIES, PIPES, STRUCTURES AND FACILITIES. PROVIDE THE FOLLOWING MINIMUM MEASURES:

1.

PRE-MARK THE BOUNDARIES OF PLANNED EXCAVATION WITH WHITE PAINT, FLAGS OR STAKES, SO UTILITY CREWS KNOW WHERE TO MARK THEIR LINES.
2.

CALL DIG SAFE, AT 811, AT LEAST THREE BUSINESS DAYS - BUT NO MORE THAN 30 CALENDAR DAYS - BEFORE STARTING WORK. DO NOT ASSUME SOMEONE ELSE WILL MAKE THE CALL.
3.

IF BLASTING, NOTIFY DIG SAFE AT LEAST ONE BUSINESS DAY IN ADVANCE.
4.

WAIT THREE BUSINESS DAYS FOR LINES TO BE LOCATED AND MARKED WITH COLOR-CODED PAINT, FLAGS OR STAKES. NOTE THE COLOR OF THE MARKS AND THE TYPE OF UTILITIES THEY INDICATE. TRANSFER THESE MARKS TO THE AS-BUILT DRAWINGS.
5.

CONTACT THE LANDOWNER AND OTHER "NON-MEMBER" UTILITIES (WATER, SEWER, GAS, ETC.). FOR THEM TO MARK THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. TRANSFER THESE MARKS TO THE AS-BUILT DRAWINGS.
6.

RE-NOTIFY DIG SAFE AND THE NON-MEMBER UTILITIES IF THE DIGGING, DRILLING OR BLASTING DOES NOT OCCUR WITHIN 30 CALENDAR DAYS, OR IF THE MARKS ARE LOST DUE TO WEATHER CONDITIONS, SITE WORK ACTIVITY OR ANY OTHER REASON.
7.

HAND DIG WITHIN 18 INCHES IN ANY DIRECTION OF ANY UNDERGROUND LINE UNTIL THE LINE IS EXPOSED. MECHANICAL METHODS MAY BE USED FOR INITIAL SITE PENETRATION, SUCH AS REMOVAL OF PAVEMENT OR ROCK.
8.

DIG SAFE REQUIREMENTS ARE IN ADDITION TO TOWN, CITY, AND/OR STATE DOT STREET OPENING PERMIT REQUIREMENTS.
9.

FOR COMPLETE DIG SAFE REQUIREMENTS, CALL THE PUC OR VISIT THEIR WEBSITE.
10.

IF YOU DAMAGE, DISLOCATE OR DISTURB ANY UNDERGROUND UTILITY LINE, IMMEDIATELY NOTIFY THE AFFECTED UTILITY. IF DAMAGE CREATES SAFETY CONCERNS, CALL THE FIRE DEPARTMENT AND TAKE IMMEDIATE STEPS TO SAFEGUARD HEALTH AND PROPERTY.
11.

ANY TIME AN UNDERGROUND LINE IS DAMAGED OR DISTURBED OR IF LINES ARE IMPROPERLY MARKED, YOU MUST FILE AN INCIDENT REPORT WITH THE P.U.C. FOR AN INCIDENT REPORT FORM VISIT WWW.STATE.ME.US/MPUC OR CALL THE PUC AT 1-800-452-4699.

TYPICAL ABBREVIATIONS:

ACCP	ASPHALT COATED CMP	EA	EACH	OC	ON CENTER
ACP	ASBESTOS CEMENT PIPE	EG	EXISTING GROUND OR GRADE	OD	OUTSIDE DIAMETER
AC	ACRE	ELEC	ELECTRIC		
AGG	AGGREGATE	EL	ELEVATION	PC	POINT OF CURVE
ALUM	ALUMINUM	ELB	ELBOW	PD	PERIMETER DRAIN
APPD	APPROVED	EOP	EDGE OF PAVEMENT	PI	POINT OF INTERSECTION
APPROX	APPROXIMATE	EQUIP	EQUIPMENT	PIV	POST INDICATOR VALVE
ARMH	AIR RELEASE MANHOLE	EST	ESTIMATED	PT	POINT OF TANGENT
ASB	ASBESTOS	EXC	EXCAVATE	PERF	PERFORATED
ASP	ASPHALT	EXIST	EXISTING	PP	POWER POLE
AUTO	AUTOMATIC			PSI	POUNDS PER SQUARE INCH
AUX	AUXILIARY	FI	FIELD INLET	PVC	POLYVINYL CHLORIDE
AVE	AVENUE	FG	FINISH GRADE	PVMT	PAVEMENT
AZ	AZIMUTH	FBRGL	FIBERGLASS		
		FDN	FOUNDATION	QTY	QUANTITY
BCCMP	BITUMINOUS COATED CMP	FLEX	FLEXIBLE		
BM	BENCH MARK	FLG	FLANGE	RCP	REINFORCED CONCRETE PIPE
BIT	BITUMINOUS	FLR	FLOOR	ROW	RIGHT OF WAY
BLDG	BUILDING	FPS	FEET PER SECOND	RAD	RADIUS
BOT	BOTTOM	FT OR	FEET	REQD	REQUIRED
BRG	BEARING	FTG	FOOTING	RT	RIGHT
BV	BALL VALVE			RTE	ROUTE
		GA	GAUGE		
CB	CATCH BASIN	GAL	GALLON	S	SLOPE
CEN	CENTER	GALV	GALVANIZED	SCH	SCHEDULE
CEM LIN	CEMENT LINED	GPD	GALLONS PER DAY	SF	SQUARE FEET
CHP	CORRUGATED METAL PIPE	GPM	GALLONS PER MINUTE	SHT	SHEET
CO	CLEAN OUT			SMH	SANITARY MANHOLE
CF	CUBIC FEET	HDPE	HIGH DENSITY POLYETHYLENE	ST	STREET
CFS	CUBIC FEET PER SECOND	HORIZ	HORIZONTAL	STA	STATION
CI	CAST IRON	HP	HORSEPOWER	SY	SQUARE YARD
CL	CLASS	HYD	HYDRANT		
CONC	CONCRETE	ID	INSIDE DIAMETER	TAN	TANGENT
CONST	CONSTRUCTION	IN OR "	INCHES	TDH	TOTAL DYNAMIC HEAD
CONTR	CONTRACTOR	INV	INVERT	TEMP	TEMPORARY
CS	CURB STOP	INV EL	INVERT ELEVATION	TYP	TYPICAL
CTR	CENTER			UD	UNDERDRAIN
CU	COPPER			V	VOLTS
CY	CUBIC YARD	LB	POUND	VA TEE	VALVE ANCHORING TEE
		LC	LEACHATE COLLECTION	VERT	VERTICAL
D	DEGREE OF CURVE	LD	LEAK DETECTION		
DBL	DOUBLE	LF	LINEAR FEET	WG	WATER GATE
DEG OR °	DEGREE	LOC	LOCATION	W/	WITH
DEPT	DEPARTMENT	LT	LEACHATE TRANSPORT	W/O	WITHOUT
DI	DUCTILE IRON				
DIA OR □	DIAMETER	MH	MANHOLE	YD	YARD
DIM	DIMENSION	MJ	MECHANICAL JOINT		
DIST	DISTANCE	MATL	MATERIAL		
DN	DOWN	MAX	MAXIMUM		
DR	DRAIN	MFR	MANUFACTURE		
DWG	DRAWING	MIN	MINIMUM		
		MISC	MISCELLANEOUS		
		MON	MONUMENT		
		NITC	NOT IN THIS CONTRACT		
		NTS	NOT TO SCALE		
		N/F	NOW OR FORMERLY		
		NO OR #	NUMBER		

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	SETBACK	
	EASEMENT	
	IRON PIPE	
	STONE POST	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL	
	CONTOUR	
	SPOT GRADE	
	FENCE	
	STORM DRAIN	
	CULVERT	
	UNDERDRAIN	
	CATCH BASIN	
	UTILITY POLE	
	SEWER MANHOLE	
	SEWER FORCE MAIN	
	LIGHT POLE	
	WALL PACK LIGHT	
	UNDERGROUND UTILITY	
	OVERHEAD UTILITY	
	GAS LINE	
	WATER LINE	
	HYDRANT	
	SIGN	
	RIPRAP	
	TREELINE	
	TEST PIT	
	WETLAND	

EROSION CONTROL LEGEND

	CATCH BASIN PROTECTION WITH SILTSACK
	SILT FENCE
	CHECK DAM
	STABILIZED ENTRANCE

CUMBERLAND FORESIDE PARTNERS, LLC

BROAD COVE RIDGE APARTMENTS

100 US ROUTE 1

CUMBERLAND, MAINE

GENERAL NOTES, LEGEND, AND ABBREVIATIONS

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
4 Blanchard Road, PO Box 85A, Cumberland, Maine 04021
Phone 207.829.5016 • Fax 207.829.5692 • smemaine.com

DESIGN BY: AML

DRAWN BY: SJM

CHECKED BY: DPD

LMN: UTIL

CTB: SME-STD

JOB NO. 21811.01

DWG FILE BASE

C-100

	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED FOR TOWN AND MEDEP REVIEW
REV.	BY	DATE	STATUS



1. PROJECT INFORMATION:
ADDRESS: 100 U.S. ROUTE 1
CUMBERLAND, MAINE
OWNER: SNELL CONSTRUCTION, LLC
APPLICANT: CUMBERLAND FORESIDE PARTNERS, LLC
PROJECT: BROAD COVE RIDGE APARTMENTS
2. ZONING DISTRICT: OFFICE COMMERCIAL SOUTH (OC-S)/OC-S MIXED USE OVERLAY DISTRICT
3. PROPOSED USE: RESIDENTIAL MULTIPLEX (50 UNITS)
4. DIMENSIONAL STANDARDS:

	REQUIRED	PROVIDED
MIN LOT SIZE	1 ACRE	3.16 ACRES
MIN ROAD FRONTAGE	150 FT	348 FT
SETBACKS		
FRONT	25 FT	>25 FT
SIDE	10 FT	>15 FT
REAR	15 FT	100 FT
BUILDING HEIGHT	50 FT	<50 FT
MINIMUM DWELLING UNIT SIZE	600 SF	>600 SF
OPEN SPACE	10%	68.4%
5. PARCEL ID: MAP R3/LOT 54
MAP U10A/LOT 13
6. PROPOSED IMPERVIOUS AREA: 43,650 SF (1.00 ACRES)
7. PROJECT LOCATION IS OUTSIDE OF THE 100-YEAR FLOODPLAIN.
8. PARKING SUMMARY: 1.5 SPACES PER UNIT PER ORDINANCE

	REQUIRED	PROVIDED
	75 SPACES	90 SPACES
9. THERE ARE WETLANDS WITHIN THE PROJECT LIMITS IDENTIFIED FOR THE PROJECT SITE. PROPOSED IMPACTS TOTAL 451 SF FOR THE STREAM CROSSING.
10. OUTSIDE AGENCY APPROVALS:
MEDEP NATURAL RESOURCE PROTECTION ACT PERMIT BY RULE
MEDEP STORMWATER PERMIT BY RULE
MEDOT DRIVEWAY ENTRANCE PERMIT
11. UTILITIES PROVIDED:
WATER: PORTLAND WATER DISTRICT
SEWER: PUBLIC (TOWN OF CUMBERLAND)
POWER: CENTRAL MAINE POWER
NATURAL GAS: SUMMIT NATURAL GAS

- NOTES:
1. SEE DWG C-100 FOR PLAN REFERENCES AND ORIGINS OF TOPOGRAPHIC INFORMATION.
2. AERIAL IMAGE FROM GOOGLE EARTH, DATED 5/4/2018.

STATE OF MAINE

DANIEL P. DIFEN

1184

PROFESSIONAL ENGINEER

CUMBERLAND FORESIDE PARTNERS, LLC
BROAD COVE RIDGE APARTMENTS
100 US ROUTE 1
CUMBERLAND, MAINE

SITE OVERVIEW PLAN

SME

SEVEE & MAHER

ENGINEERS

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

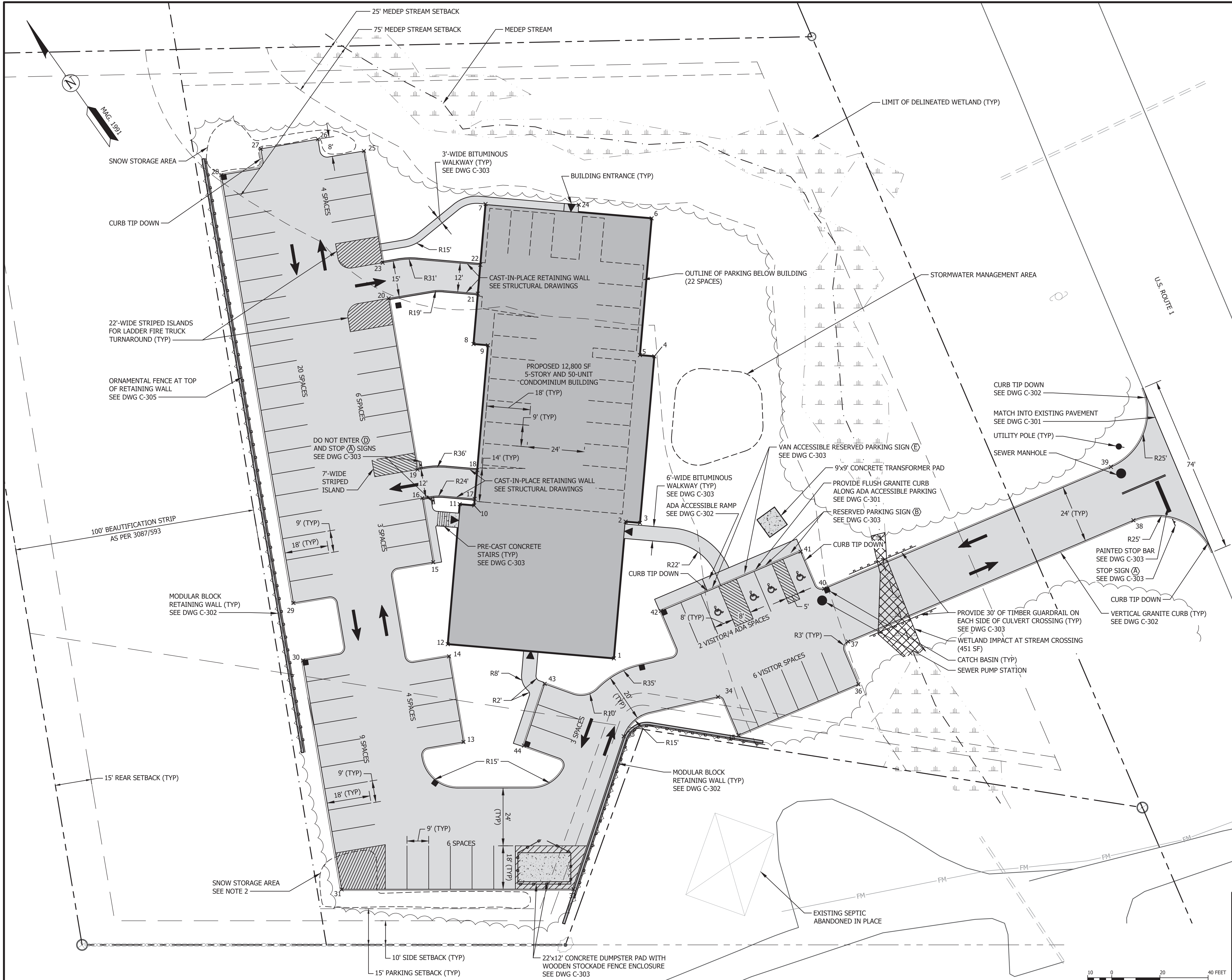
4 Blanchard Road, PO Box 85A, Cumberland, Maine 04021

Phone 207.829.5016 • Fax 207.829.5692 • smemaine.com

DESIGN BY: AML
DRAWN BY: SJM
DATE: 5/2021
CHECKED BY: DPD
LMN: SITE
CTB: SME-STD

JOB NO. 21811.01 DWG FILE BASE C-102

REV.	BY	DATE	STATUS
	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED TO TOWN AND MEDEP FOR REVIEW



SITE LAYOUT TABLE

POINT #	NORTHING	EASTING
1	5597.38	4962.88
2	5640.87	4999.64
3	5637.01	5004.21
4	5689.97	5048.98
5	5693.84	5044.41
6	5737.34	5081.17
7	5782.02	5028.32
8	5737.50	4990.68
9	5733.63	4995.26
10	5682.70	4952.22
11	5686.58	4947.63
12	5642.05	4910.01
13	5605.19	4891.87
14	5637.62	4907.50
15	5673.30	4924.69
16	5697.62	4936.42
17	5684.78	4953.97
18	5693.94	4961.72
19	5708.43	4941.63
20	5773.29	4972.89
21	5753.53	5004.23
22	5762.69	5011.98
23	5786.80	4979.40
24	5759.39	5059.74
25	5829.14	4999.81
26	5844.16	4987.06
27	5854.58	4965.44
28	5855.19	4945.76
29	5693.04	4867.61
30	5671.22	4857.09
31	5584.48	4815.29
32	5528.94	4893.87
33	5568.68	4947.53
34	5559.41	4988.93
35	5541.50	4986.72
36	5530.00	5039.48
37	5546.95	5046.24
38	5519.56	5171.97
39	5542.99	5177.16
40	5570.52	5050.81
41	5588.75	5051.71
42	5602.16	4990.15
43	5605.37	4933.30
44	5589.41	4911.52

- NOTES:
- 1. SEE DWG C-100 FOR PLAN REFERENCES AND ORIGINS OF TOPOGRAPHIC INFORMATION.
 - 2. SNOW SHALL BE REMOVED FROM STORAGE AREAS WHEN CAPACITY IS EXCEEDED.

CUMBERLAND FORESIDE PARTNERS, LLC

BROAD COVE RIDGE APARTMENTS

100 US ROUTE 1

CUMBERLAND, MAINE

SITE LAYOUT PLAN

SEVEE & MAHER ENGINEERS

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

4 Blanchard Road, PO Box 85A, Cumberland, Maine 04021

Phone 207.829.5016 • Fax 207.829.5692 • smemaine.com

DESIGN BY: AML

DRAWN BY: SJM

DATE: 5/2021

CHECKED BY: DPD

LMN: SITE

CTB: SME-STD

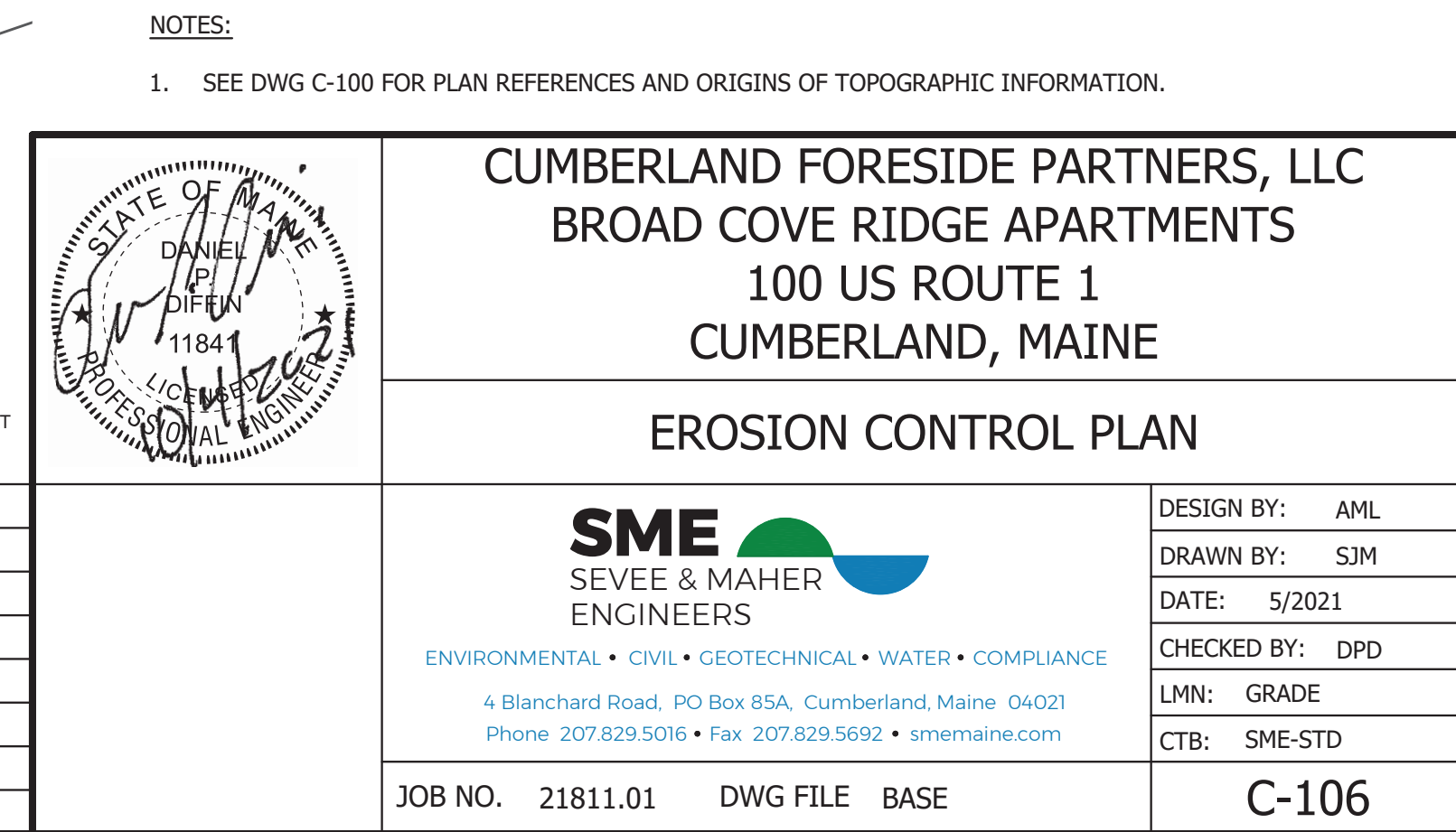
JOB NO. 21811.01

DWG FILE BASE

C-103

REV.	BY	DATE	STATUS
	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED TO TOWN AND MEDEP FOR REVIEW

\\server01\Cumersford Foreside Partners, LLC\Drawings\BAAE.dwg, 10/10/2021 10:35:59 AM, jpm



	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED TO TOWN AND MEDEP FOR REVIEW
REV.	BY	DATE	STATUS

EROSION CONTROL NOTES:

A. GENERAL

1. All soil erosion and sediment control will be done in accordance with: (1) the Maine Erosion and Sediment Control Handbook: Best Management Practices, Maine Department of Environmental Protection (MEDEP), October 2016.
2. The site Contractor (to be determined) will be responsible for the inspection and repair/replacement/maintenance of all erosion control measures, disturbed areas, material storage areas, and vehicle access points until all disturbed areas are stabilized.
3. Disturbed areas will be permanently stabilized within 7 days of final grading. Disturbed areas not to be worked upon within 14 days of disturbance will be temporarily stabilized within 7 days of the disturbance.
4. In all areas, removal of trees, bushes and other vegetation, as well as disturbance of topsoil will be kept to a minimum while allowing proper site operations.
5. Any suitable topsoil will be stripped and stockpiled for reuse as directed by the Owner. Topsoil will be stockpiled in a manner such that natural drainage is not obstructed and no off-site sediment damage will result. In any event, stockpiles will not be located within 100 feet of wetlands and will be at least 50 feet upgradient of the stockpile's perimeter silt fence. The sideslopes of the topsoil stockpile will not exceed 2:1. Silt fence will be installed around the perimeter of all topsoil stockpiles. Topsoil stockpiles will be surrounded with siltation fencing and will be temporarily seeded with Aroostook rye, annual or perennial ryegrass within 7 days of formation, or temporarily mulched.
6. Winter excavation and earthwork will be completed so as to minimize exposed areas while satisfactorily completing the project. Limit exposed areas to those areas in which work is to occur during the following 15 days and that can be mulched in one day. All areas will be considered denuded until the subbase gravel is installed in roadway areas or the areas of future loam and seed have been loamed, seeded, and mulched.

Install any added measures necessary to control erosion/sedimentation. The particular measure used will be dependent upon site conditions, the size of the area to be protected, and weather conditions.

To minimize areas without erosion control protection, continuation of earthwork operations on additional areas will not begin until the exposed soil surface on the area being worked has been stabilized.

B. TEMPORARY MEASURES

1. STABILIZED CONSTRUCTION ENTRANCE/EXIT

A crushed stone stabilized construction entrance/exit will be placed at any point of vehicular access to the site, in accordance with the detail shown on this sheet.

2. SILT FENCE

- a. Silt fence will be installed prior to all construction activity, where soil disturbance may result in erosion. Silt fence will be erected at locations shown on the plans and/or downgradient of all construction activity.
- b. Silt fences will be removed when they have served their useful purpose, but not before the upgradient areas have been permanently stabilized.
- c. Silt fences will be inspected immediately after each rainfall and at least daily during prolonged rainfall. They will be inspected if there are any signs of erosion or sedimentation below them. Any required repairs will be made immediately. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind them, they will be replaced with a temporary crushed stone check dam.

- d. Sediment deposits will be removed after each storm event if significant build-up has occurred or if deposits exceed half the height of the barrier.

3. STONE CHECK DAMS

Stone check dams should be installed before runoff is directed to the swale. Stone check dams will be installed in grass-lined swales and ditches during construction. Remove stone check dams when they have served their useful purpose, but not before upgradient areas have been permanently stabilized.

4. EROSION CONTROL MIX SEDIMENT BARRIER

- a. It may be necessary to cut, pack down, or remove tall grasses, brush, or woody vegetation to avoid voids and bridges that allow the washing away of fine soil particles.
- b. Where approved, erosion control mix sediment barriers may be used as a substitute for silt fence. See the details in this drawing set for specifications.
- b. Rock Filter Berms: To provide more filtering capacity or to act as a velocity check dam, a berm's center can be composed of clean crushed rock ranging in size from the french drain stone to riprap.

5. TEMPORARY SEEDING

Stabilize disturbed areas that will not be brought to final grade and reduce problems associated with mud and dust production from exposed soil surface during construction with temporary vegetation.

TEMPORARY SEEDING SPECIFICATIONS

Mixture:	Application Rate (lbs/acre)
Winter Rye	112
Oats	80
Annual Ryegrass	40
Perennial Ryegrass	40
Perennial Ryegrass	40

6. TEMPORARY MULCHING

Use temporary mulch in the following locations and/or circumstances:

- In sensitive areas (within 100 feet of streams, wetlands and in lake watersheds) temporary mulch will be applied within 7 days of exposing spill or prior to any storm event.
- Apply temporary mulch within 14 days of disturbance or prior to any storm event in all other areas.
- Areas which have been temporarily or permanently seeded will be mulched immediately following seeding.
- Areas which cannot be seeded within the growing season will be mulched for over-winter protection and the area will be seeded at the beginning of the growing season.
- Mulch can be used in conjunction with tree, shrub, vine, and ground cover plantings.
- Mulch anchoring will be used on slopes greater than 5 percent in late fall (past October 15), and over-winter (October 15 - April 15).

The following materials may be used for temporary mulch:

- a. Hay or Straw material shall be air-dried, free of seeds and coarse material. Apply 2 bales/1,000 sf or 1.5 to 2 tons/acre to cover 90% of ground surface.
- b. Erosion Control Mix: It can be used as a stand-alone reinforcement:
- 2-inches thick for slopes flatter than 3H:1V;
 - 4-inches thick for slopes greater than 3H:1V;
 - on slopes 2 horizontal to 1 vertical or less;
 - on frozen ground or forested areas; and

- at the edge of gravel parking areas and areas under construction.
- c. Erosion control mix alone is not suitable:
- on slopes with groundwater seepage;
 - at low points with concentrated flows and in gullies;
 - at the bottom of steep perimeter slopes exceeding 100 feet in length;
 - below culvert outlet aprons; and around catch basins and closed storm systems.
- d. Chemical Mulches and Soil Binders: Wide ranges of synthetic spray-on materials are marketed to protect the soil surface. These are emulsions that are mixed with water and applied to the soil. They may be used alone, but most often are used to hold wood fiber, hydro-mulches or straw to the soil surface.
- e. Erosion Control Blankets and Mats: Mats are manufactured combinations of mulch and netting designed to retain soil moisture and modify soil temperature. During the growing season (April 15th to November 1st) use mats indicated on drawings or North American Green (NAG) S75 (or mulch and netting) on:
- the base of grassed waterways;
 - steep slopes (15 percent or greater); and
 - any disturbed soil within 100 feet of lakes, streams, or wetlands.

During the late fall and winter (November 1st to April 15th) use heavy grade mats indicated on drawings for NAG SC250 on all areas noted above plus use lighter grade mats NAG S75 (or mulch and netting) on:

- sideslopes of grassed waterways; and moderate slopes (between 8 and 15 percent).

C. TEMPORARY DUST CONTROL

To prevent the blowing and movement of dust from exposed soil surfaces, and reduce the presence of dust, use water or calcium chloride to control dusting by preserving the moisture level in the road surface materials.

D. CONSTRUCTION DE-WATERING

1. Water from construction de-watering operations shall be cleaned of sediment before reaching wetlands, water bodies, streams or site boundaries. Utilize temporary sediment basins, erosion control soil filter berms backed by staked hay bales, A Dirt Bag 55" sediment filter bag by ACF Environmental, or other approved Best Management Practices (BMP's).
2. In sensitive areas near streams or ponds, discharge the water from the de-watering operation into a temporary sediment basin created by a surrounding filter berm of uncompacted erosion control mix immediately backed by staked hay bales (see the site details). Locate the temporary sediment basin at least 100 feet from the nearest water body, such that the filtered water will flow through undisturbed vegetated soil areas prior to reaching the water body or property line.

E. PERMANENT MEASURES

1. Riprapped Aprons: All storm drain pipe outlets and the inlet and outlet of culverts will have riprap aprons to protect against scour and deterioration.
2. Topsoil, Seed, and Mulch: All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.) will be loamed, limed, fertilized, seeded, and mulched.

Seeded Preparation: Use stockpiled materials spread to the depths shown on the plans, if available. Approved topsoil substitutes may be used. Grade the site as needed.

- a. Seeding will be completed by August 15 of each year. Late season seeding may be done between August 15 and October 15. Areas not seeded or which do not obtain satisfactory growth by October 15, will be seeded with Aroostook Rye or mulched. After November 1, or the first killing frost, disturbed areas will be seeded at double the specified application rates, mulched, and anchored.

PERMANENT SEEDING SPECIFICATIONS		
Mixture:	Roadside (lbs/acre)	Lawn (lbs/acre)
Kentucky Bluegrass	20	55
White Clover	5	0
Creeping Red Fescue	20	55
Perennial Ryegrass	5	15

- b. Mulch in accordance with specifications for temporary mulching.

- c. If permanent vegetated stabilization cannot be established due to the season of the year, all exposed and disturbed areas not to undergo further disturbance are to have dormant seeding applied and be temporarily mulched to protect the site.

3. Ditches and Channels: All ditches on-site will be lined with North American Green S75 erosion control mesh (or an approved equal) upon installation of loam and seed.

F. WINTER CONSTRUCTION AND STABILIZATION

1. Natural Resource Protection: During winter construction, a double-row of sediment barriers (i.e., silt fence backed with hay bales or erosion control mix) will be placed between a natural resource and the disturbed area. Projects crossing the natural resource will be protected a minimum distance of 100 feet on either side from the resource.

2. Sediment Barriers: During frozen conditions, sediment barriers may consist of erosion control mix berms or any other recognized sediment barriers as frozen soil prevents the proper installation of hay bales or silt fences.

3. Mulching:

- All areas will be considered to be denuded until seeded and mulched. Hay and straw mulch will be applied at a rate of twice the normal accepted rate.
- Mulch will not be spread on top of snow.
- After each day of final grading, the area will be properly stabilized with anchored hay or straw or erosion control matting.
- Between the dates of November 1 and April 15, all mulch will be anchored by either mulch netting, emulsion chemical, tracking or wood cellulose fiber.

5. Soil Stockpiling: Stockpiles of soil or subsoil will be mulched for over-winter protection with hay or straw at twice the normal rate or with a 4-inch layer of erosion control mix. This will be done within 24 hours of stocking and re-established prior to any rainfall or snowfall. Any soil stockpiles shall not be placed (even covered with mulch) within 100 feet from any natural resources. Sediment barriers should be installed downgradient of stockpiles. Stormwater shall be directed away from stockpiles.

6. Seeding: Dormant seeding may be placed prior to the placement of mulch or erosion control blankets. If dormant seeding is used for the site, all disturbed areas will receive 4 inches of loam and seed at an application rate of three times the rate for permanent seeding. All areas seeded during the winter will be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75 percent catch) will be revegetated by replacing loam, seed, and mulch.

If dormant seeding is not used for the site, all disturbed areas will be revegetated in the spring.

7. Maintenance: Maintenance measures will be applied as needed during the entire construction season. After each rainfall, snow storm, or period of thawing and runoff, and at least once a week, the site Contractor will perform a visual inspection of all installed erosion control measures and perform repairs as needed to ensure their continuous function.

8. Identified repairs will be started no later than the end of the net work day and be completed within seven (7) calendar days.

Following the temporary and/or final seeding and mulching, the Contractor will, in the spring, inspect and repair any damages and/or bare spots. An established vegetative cover means a minimum of 85 to 90 percent of areas vegetated with vigorous growth.

G. OVER-WINTER CONSTRUCTION EROSION CONTROL MEASURES

1. Stabilization of Disturbed Soil: By October 15, all disturbed soils on areas having a slope less than 15 percent will be seeded and mulched. If the Contractor fails to stabilize these soils by this date, then the Contractor shall stabilize the soil for late fall and winter, by using either temporary seeding or mulching.

2. Stabilization of Disturbed Slopes: All slopes to be vegetated will be completed by October 15. The Owner will consider any area having a grade greater than 15 percent (6.5H:1V) to be a slope. Slopes not vegetated by October 15 will receive one of the following actions to stabilize the slope for late fall and winter:

- a. Stabilize the soil with temporary vegetation and erosion control mesh.
- b. Stabilize the slope with erosion control mix.
- c. Stabilize the slope with stone riprap.
- d. Slopes steeper than 1.5:1 are prohibited.

3. Stabilization of Ditches and Channels: All stone-lined ditches and channels to be used to convey runoff through the winter will be constructed and stabilized by November 15. Grass-lined ditches and channels will be complete by September 15. Grass-lined ditches not stabilized by September 15 shall be lined with either sod or riprap.

H. MAINTENANCE PLAN

1. Routine Maintenance: Inspection will be performed as outlined in the project's Erosion Control Plan. Inspection will be by a qualified person during wet weather to ensure that the facility performs as intended. Inspection priorities will include checking erosion controls for accumulation of sediments.

I. Housekeeping

1. Spill prevention. Controls must be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.

2. Groundwater protection. During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, bumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.

3. Fugitive sediment and dust. Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control. If off-site tracking occurs roadways should be swept immediately and no loss once a week and prior to significant storm events.

4. Debris and other materials. Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.

5. Trench or foundation de-watering. Trench de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the department.

6. Authorized Non-stormwater discharges. Identify and prevent contamination by non-stormwater discharges. Where allowed non-stormwater discharges exist, they must be identified and steps should be taken to ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge. Authorized non-stormwater discharges are:

- (a) Discharges from firefighting activity;
- (b) Fire hydrant flushings;
- (c) Vehicle washwater if detergents are not used and washing is limited to the exterior of vehicles (engine, undercarriage and transmission washing is prohibited);
- (d) Dust control runoff in accordance with permit conditions and section 13;
- (e) Routine external building washdown, not including surface paint removal, that does not involve detergents;

- (f) Pavement washwater (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material had been removed) if detergents are not used;

- (g) Uncontaminated air conditioning or compressor condensate;

- (h) Uncontaminated groundwater or spring water;

- (i) Foundation or footer drain-water where flows are not contaminated;

- (j) Uncontaminated excavation dewatering (see requirements in section 15);

- (k) Potable water sources including waterline flushings; and

- (l) Landscape irrigation.

7. Unauthorized non-stormwater discharges. The Department's approval under this Chapter does not authorize a discharge that is mixed with a source of non stormwater, other than those discharges in compliance with section 16. Specifically, the Department's approval does not authorize discharges of the following:

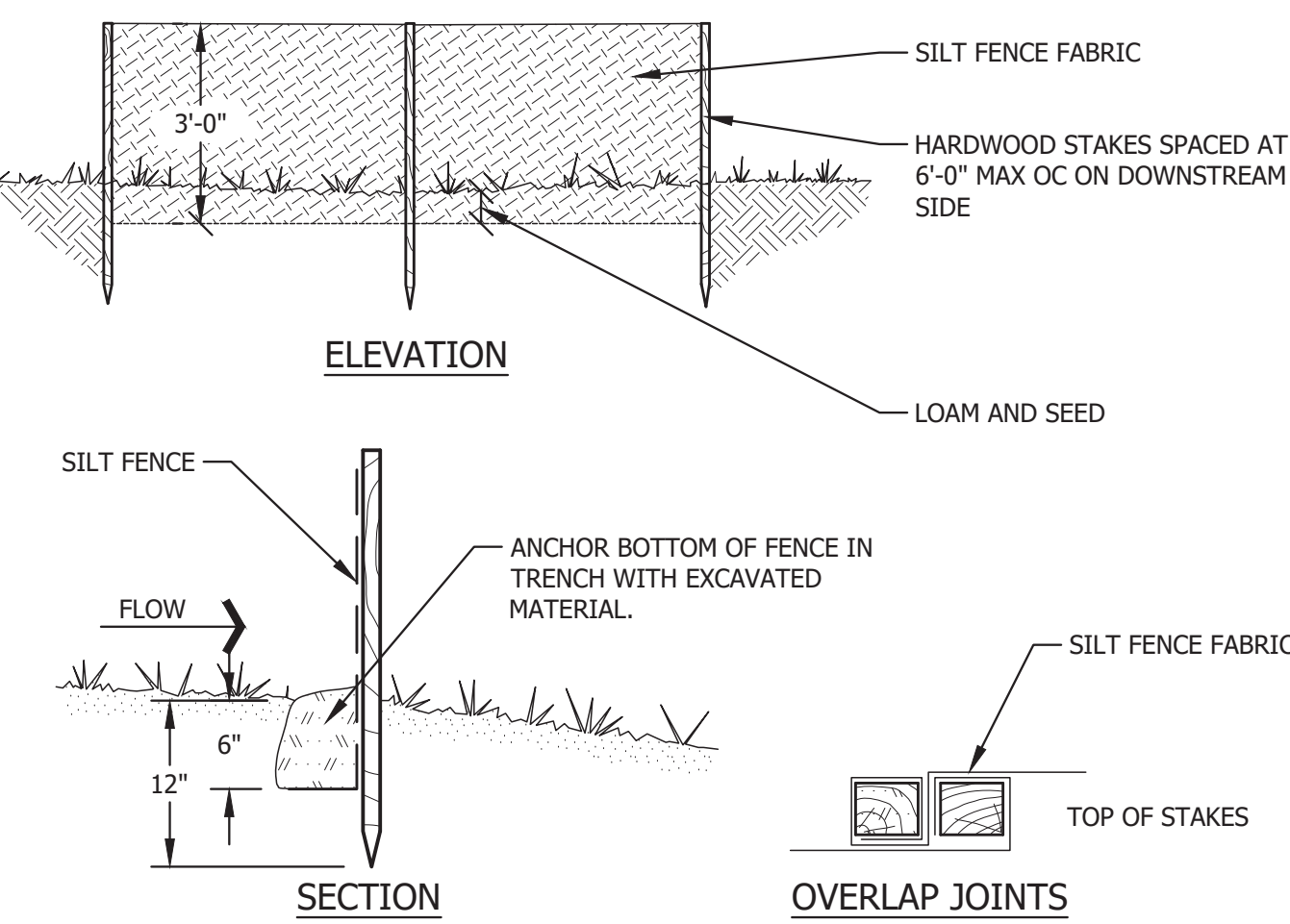
- (a) Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;
- (b) Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance;
- (c) Soaps, solvents, or detergents used in vehicle and equipment washing; and
- (d) Toxic or hazardous substances from a spill or other release.

8. Additional requirements. Additional requirements may be applied on a site-specific basis.

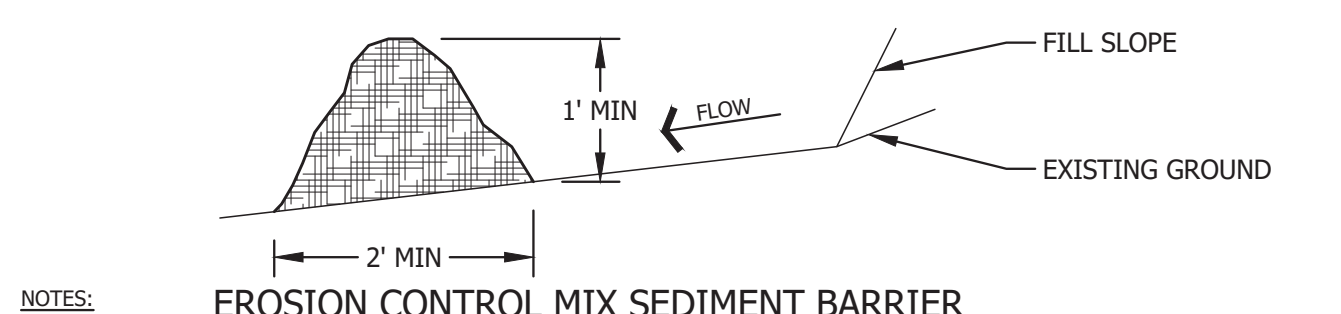
J. CONSTRUCTION SEQUENCE

In general, the expected sequence of construction for each phase is provided below. Construction is proposed to start in Summer 2021 and end in 2022.

- Mobilization
- Install temporary erosion control measures
- Clearing and grubbing
- Site Grading
- Construct building
- Site stabilization, pavement, loam and seed, landscaping
- Construct detention pond and level spreader
- Remove temporary erosion control measures



NOTE: CONTRACTORS OPTION TO USE SEDIMENT BARRIER OR SILT FENCE FOR SLOPE PROTECTION.



EROSION CONTROL MIX SEDIMENT BARRIER

1. EROSION CONTROL MIX CAN BE MANUFACTURED ON OR OFF THE SITE. IT MUST CONSIST PRIMARILY OF ORGANIC MATERIAL SEPARATED AT THE POINT OF GENERATION, AND MAY INCLUDE: SHREDED BARK, STUMP GRINDINGS, COMPOSTED BARK, OR FLUME GRIT AND FRAGMENTED WOOD GENERATED FROM WATER-FLUME LOG HANDLING SYSTEMS. WOOD CHIPS, GROUND CONSTRUCTION DEBRIS, REPROCESSED WOOD PRODUCTS OR BARK CHIPS WILL NOT BE ACCEPTABLE AS THE ORGANIC COMPONENT OF THE MIX. EROSION CONTROL MIX SHALL CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4" IN DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH. THE MIX COMPOSITION SHALL MEET THE FOLLOWING STANDARDS:
- A. ORGANIC MATERIAL: BETWEEN 20% - 100% (DRY WEIGHT BASIS)
 - B. PARTICLE SIZE: BY WEIGHT, 100% PASSING 6" SCREEN, 70-85% PASSING 0.75" SCREEN
 - C. THE ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED.
 - D. LARGE PORTIONS OF SILTS, CLAYS OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX.
 - E. SOLUBLE SALTS CONTENT SHALL BE LESS THAN 4.0 MMHOS/CM.
 - F. PH: 5.0 - 8.0

2. ON SLOPES LESS THAN 5% OR AT THE BOTTOM OF SLOPES 2:1 OR LESS UP TO 20 FEET LONG, THE BARRIER MUST CONFORM TO THE ABOVE DIMENSIONS. ON THE LONGER OR STEEPER SLOPES, THE BARRIER SHOULD BE WIDER TO ACCOMMODATE THE ADDITIONAL FLOW.
3. THE BARRIER MUST BE PLACED ALONG A RELATIVELY LEVEL ELEVATION. IT MAY BE NECESSARY TO CUT TALL GRASSES OR WOODY VEGETATION TO AVOID CREATING VOIDS AND BRIDGES THAT WOULD ENABLE FINES TO WASH UNDER THE BARRIER THROUGH THE GRASS BLADES OR PLANT STEMS.
4. LOCATIONS WHERE OTHER BMP'S SHOULD BE USED:
- A. AT LOW POINTS OF CONCENTRATED FLOW
 - B. BELOW CULVERT OUTLET APRONS
 - C. WHERE A PREVIOUS STAND-ALONE EROSION CONTROL MIX APPLICATION HAS FAILED
 - D. AT THE BOTTOM OF STEEP PERIMETER SLOPES THAT ARE MORE THAN 50 FEET FROM TOP TO BOTTOM (LARGE UPGRADEMENT WATERSHED)
 - E. AROUND CATCH BASINS AND CLOSED STORM DRAIN SYSTEMS.

5. THE EROSION CONTROL MIX BARRIERS SHOULD BE INSPECTED REGULARLY AND AFTER EACH LARGE RAINFALL. REPAIR ALL DAMAGED SECTIONS OF BERM IMMEDIATELY BY REPLACING OR ADDING ADDITIONAL MATERIAL PLACED ON THE BERM TO THE DESIRED HEIGHT AND WIDTH.

6. IT MAY BE NECESSARY TO REINFORCE THE BARRIER WITH SILT FENCE OR STONE CHECK DAMS IF THERE ARE SIGNS OF UNDERCUTTING OR THE IMPOUNDMENT OF LARGE VOLUMES OF WATER.

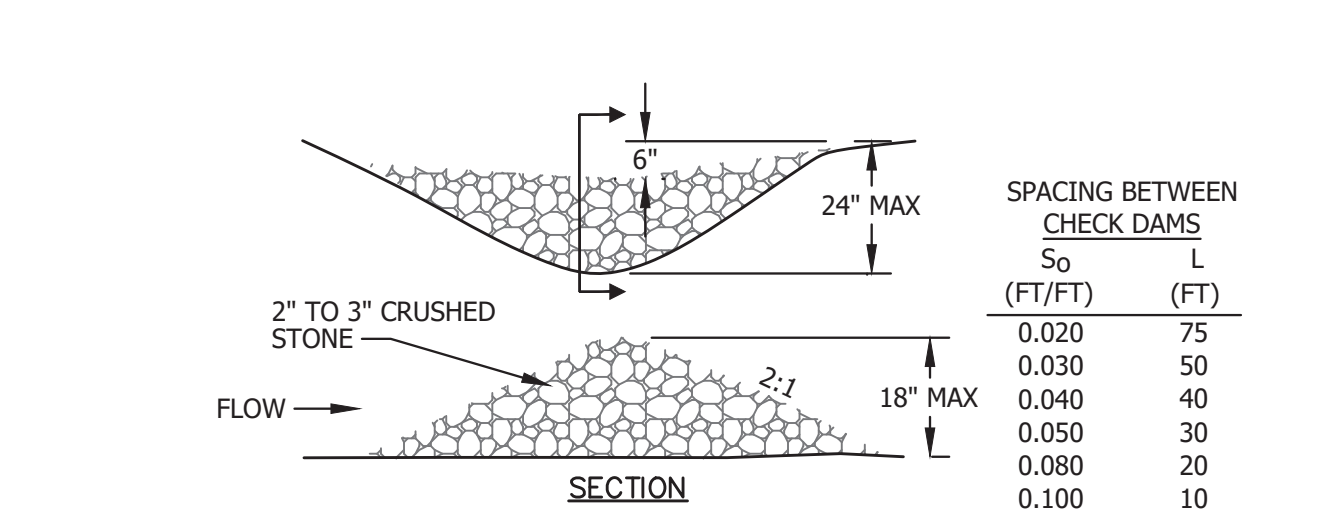
7. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

8. REPLACE SECTIONS OF BERM THAT DECOMPOSE, BECOME CLOGGED WITH SEDIMENT OR OTHERWISE BECOME INEFFECTIVE. THE BARRIER SHOULD BE RESHAPED AS NEEDED.

9. EROSION CONTROL MIX BARRIERS CAN BE LEFT IN PLACE AFTER CONSTRUCTION. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER BARRIER IS NO LONGER REQUIRED SHOULD BE SPREAD TO CONFORM TO THE EXISTING GRADE AND BE SEEDED AND MULCHED. WOODY VEGETATION CAN BE PLANTED INTO THE BARRIERS, OR THEY CAN BE OVER-SEEDED WITH LEGUMES. IF THE BARRIER NEEDS TO BE REMOVED, IT CAN BE SPREAD OUT INTO THE LANDSCAPE.

SURFACE DRAINAGE SEDIMENT CONTROL

NTS



- (a) Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;
- (b) Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance;
- (c) Soaps, solvents, or detergents used in vehicle and equipment washing; and
- (d) Toxic or hazardous substances from a spill or other release.

8. Additional requirements. Additional requirements may be applied on a site-specific basis.

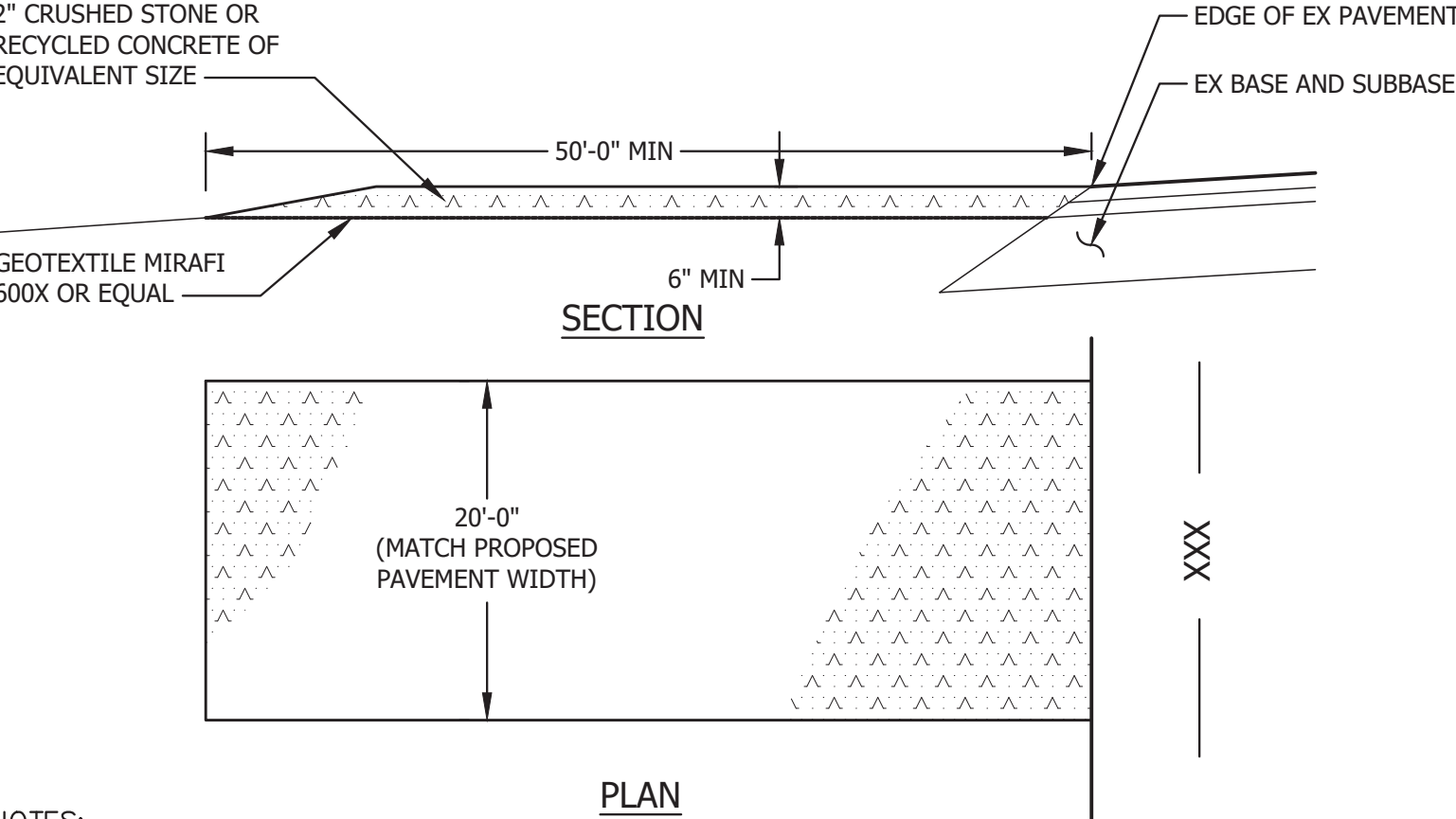
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REV.	BY	DATE	STATUS
	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED TO TOWN AND MEDEP FOR REVIEW

REV.	BY	DATE	STATUS
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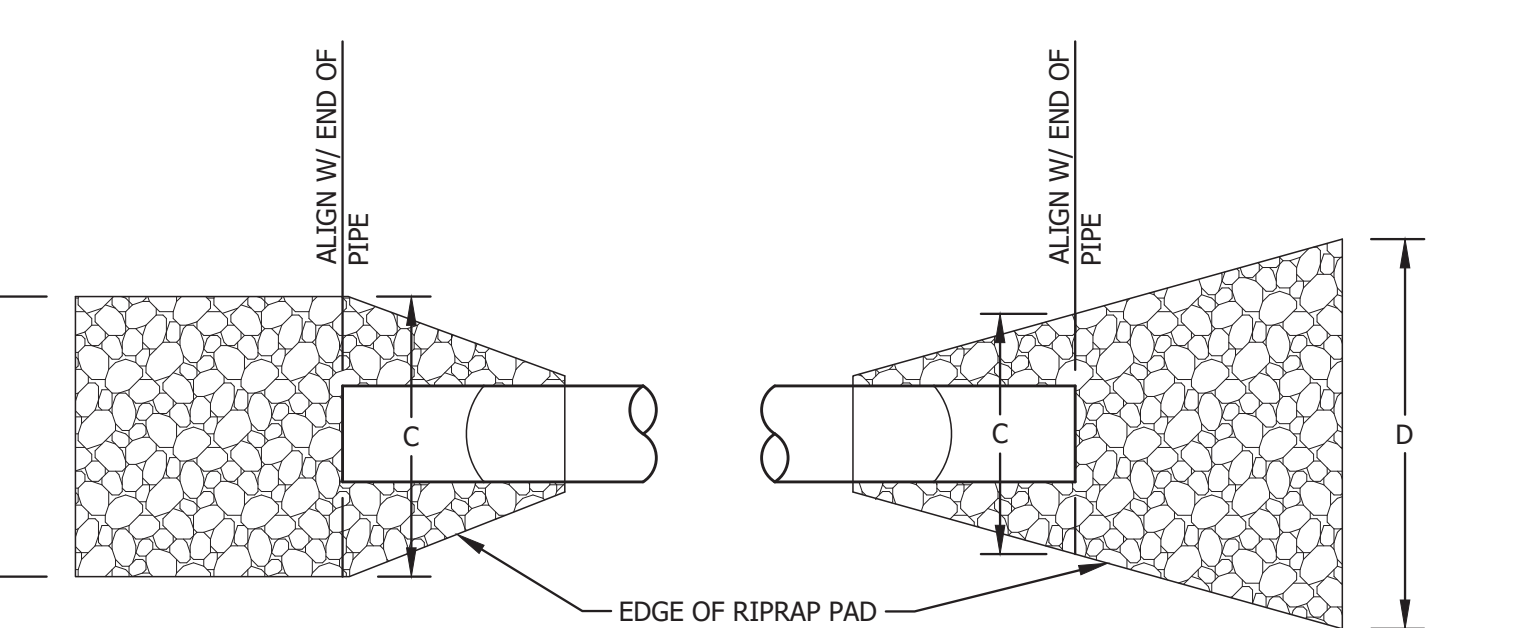


NOTES:

1. MAINTAIN ENTRANCE IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. IF WASHING IS REQUIRED PREVENT SEDIMENT FROM ENTERING WATERWAYS, DITCHES OR STORM DRAINS.
2. REMOVE STABILIZED CONSTRUCTION ENTRANCE TO FINISH ROAD CONSTRUCTION & PAVEMENT.

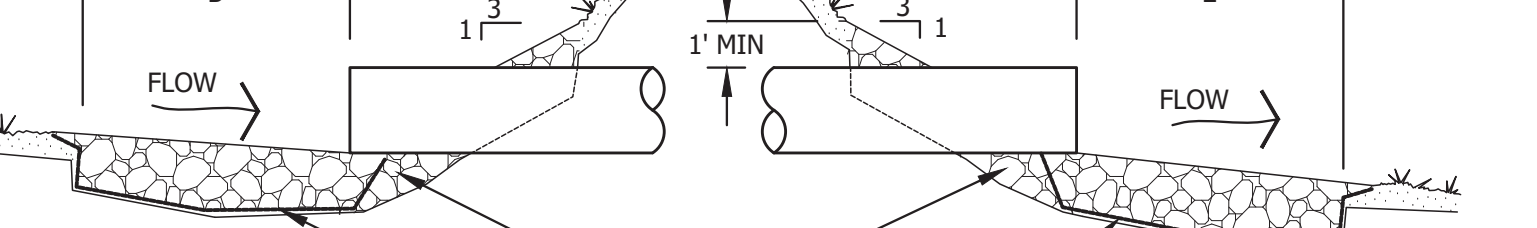
STABILIZED CONSTRUCTION ENTRANCE DETAIL

NTS



SECTION @ INLET

SECTION @ OUTLET



CROSS SECTION

RIPTRAP PAD MUST BE INSTALLED WITHIN 48 HOURS OF INSTALLING NEW PIPE OR CULVERT.

PIPE	A	B	C	D	E	PAD DEPTH	D ₅₀
12"~	3 FT.	2 FT.	3 FT.	9 FT.	8 FT.	6"	30"
15"~	3.75 FT.	2.5 FT.	3.75 FT.	11.5 FT.	10 FT.	6"	6"
18"~	4.5 FT.	3 FT.	4.5 FT.	11.5 FT.	10 FT.	9"	6"

PIPE INLET/OUTLET DETAILS

NTS

CUMBERLAND FORESIDE PARTNERS, LLC
BROAD COVE RIDGE APARTMENTS
100 US ROUTE 1
CUMBERLAND, MAINE

EROSION CONTROL NOTES AND DETAILS

DESIGN BY: AML
DRAWN BY: SJM
DATE: 5/2021

CHECKED BY: DPD
LMN: SITE
CTB: SME-STD

JOB NO. 21811.01 DWG FILE DETAILS

C-300

SME SEVEE & MAHER ENGINEERS
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
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STATE OF MAINE
DANIEL P. SEVEE
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LICENSED PROFESSIONAL ENGINEER

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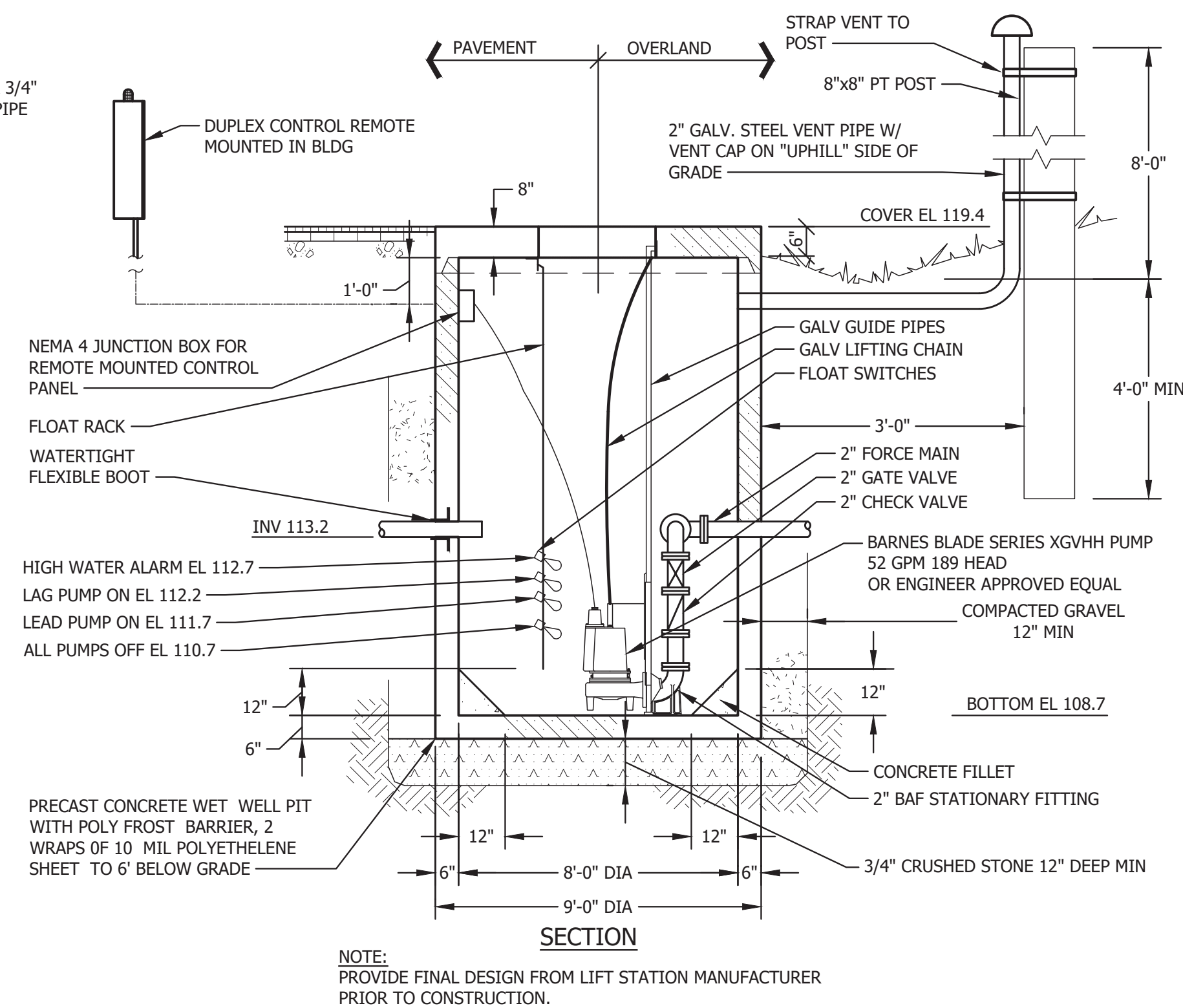
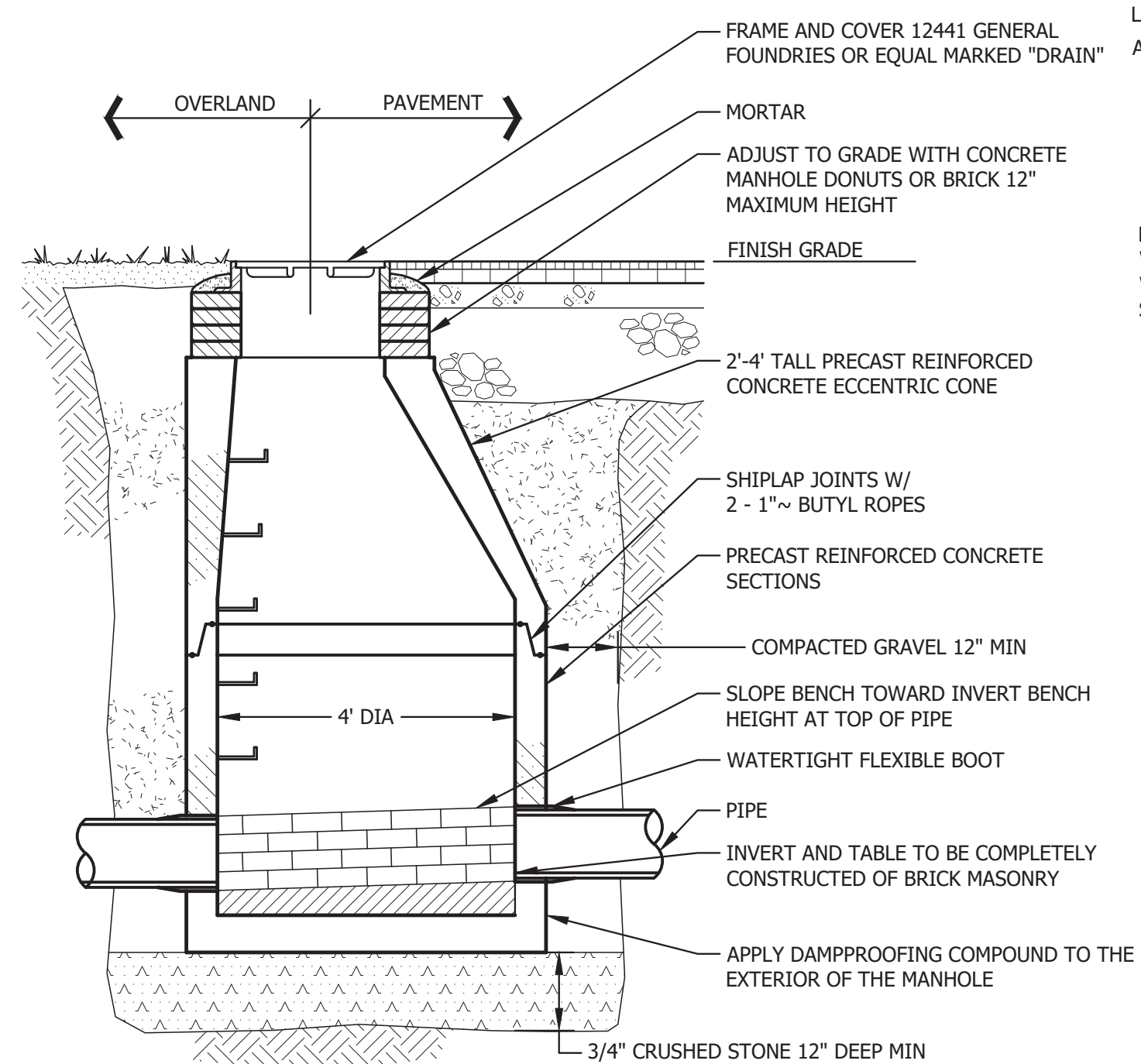
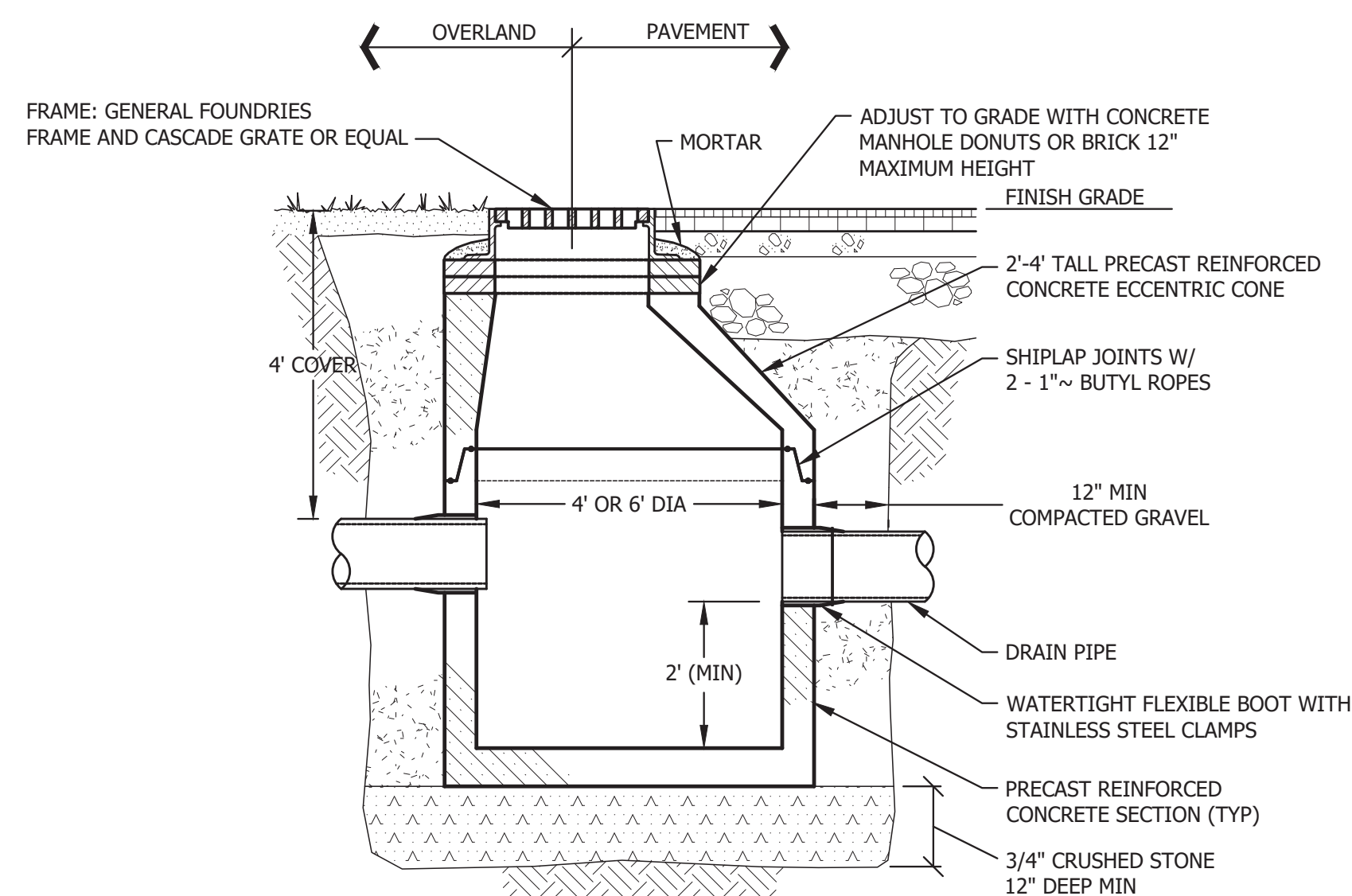
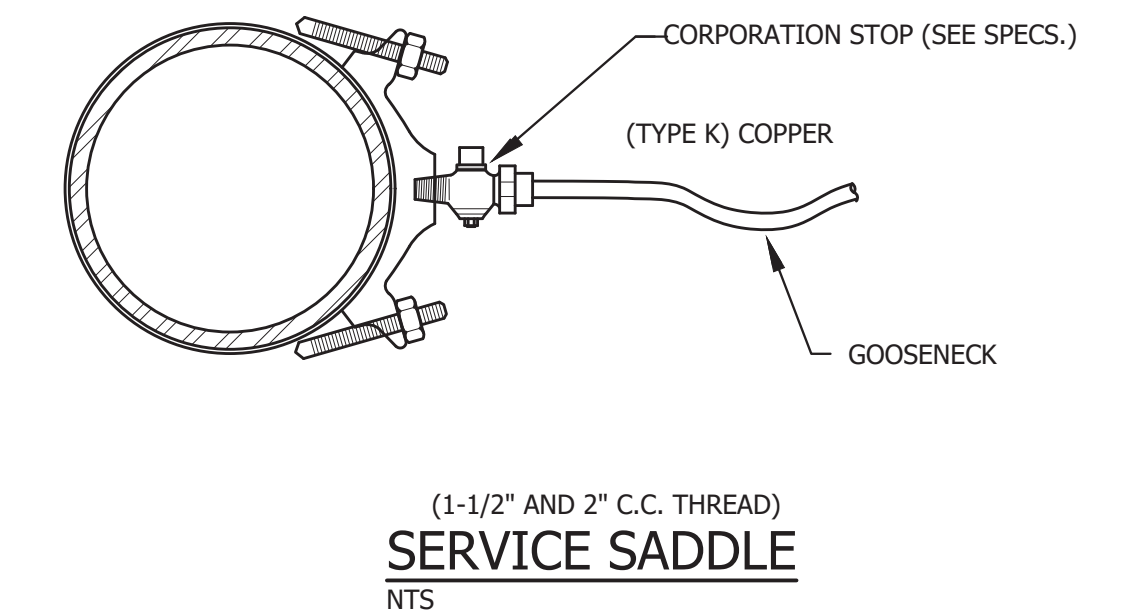
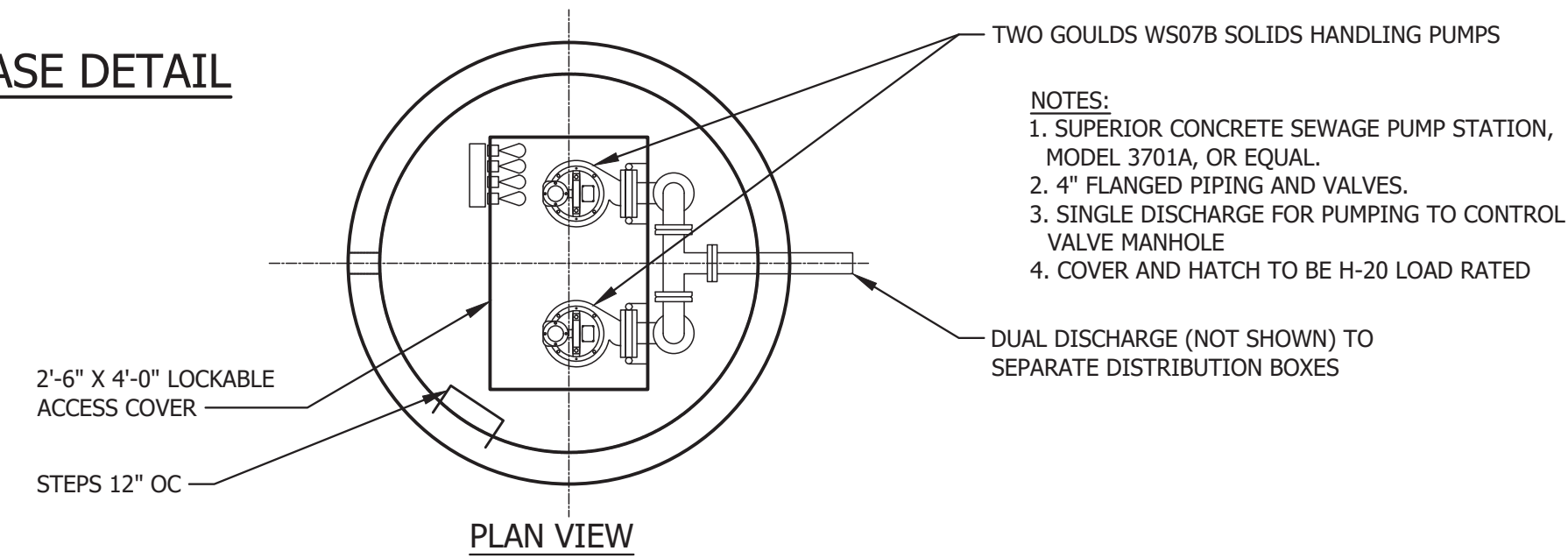
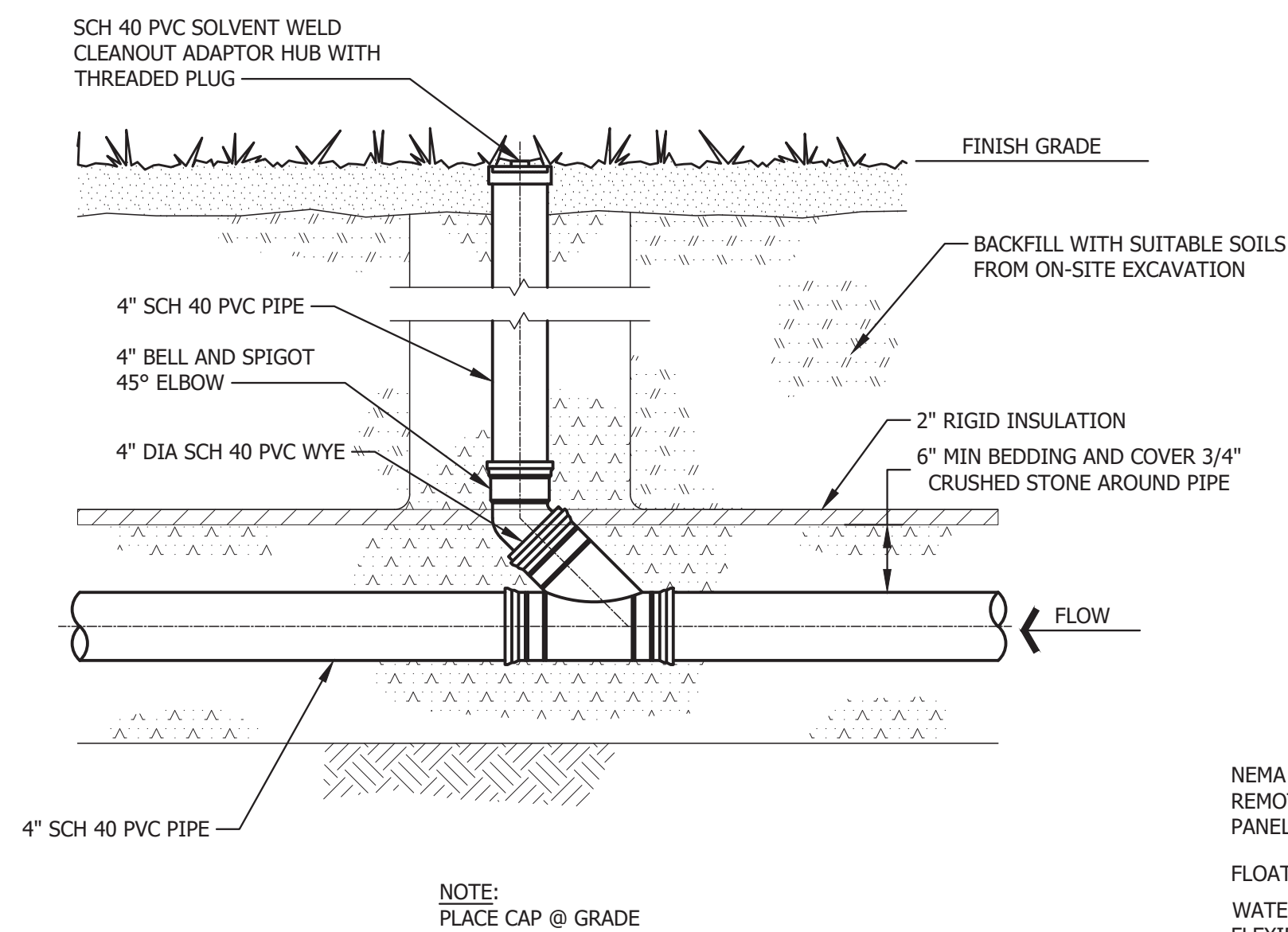
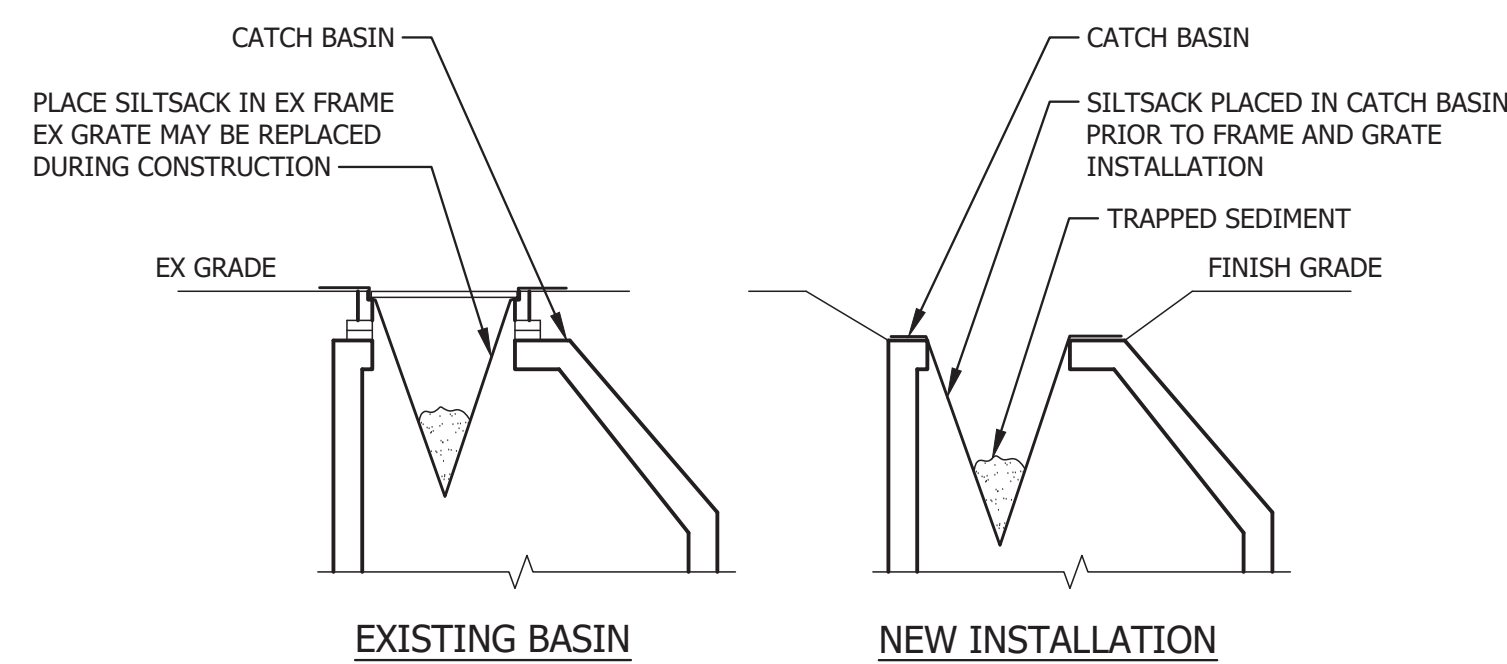
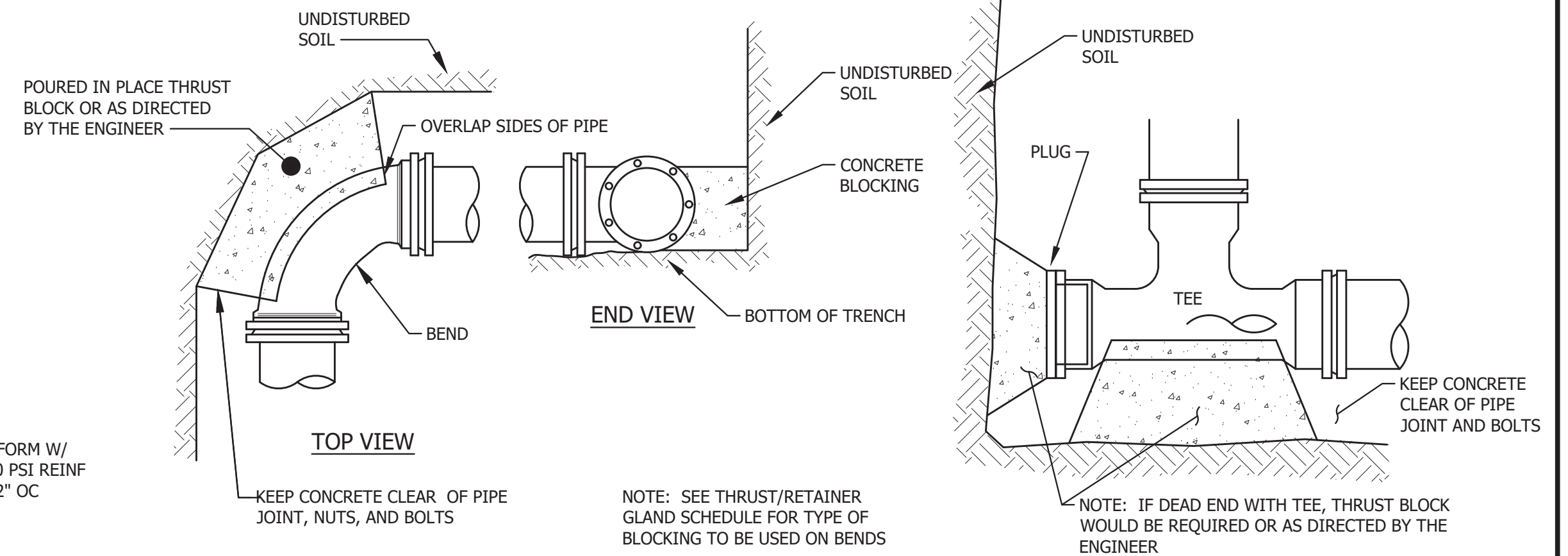
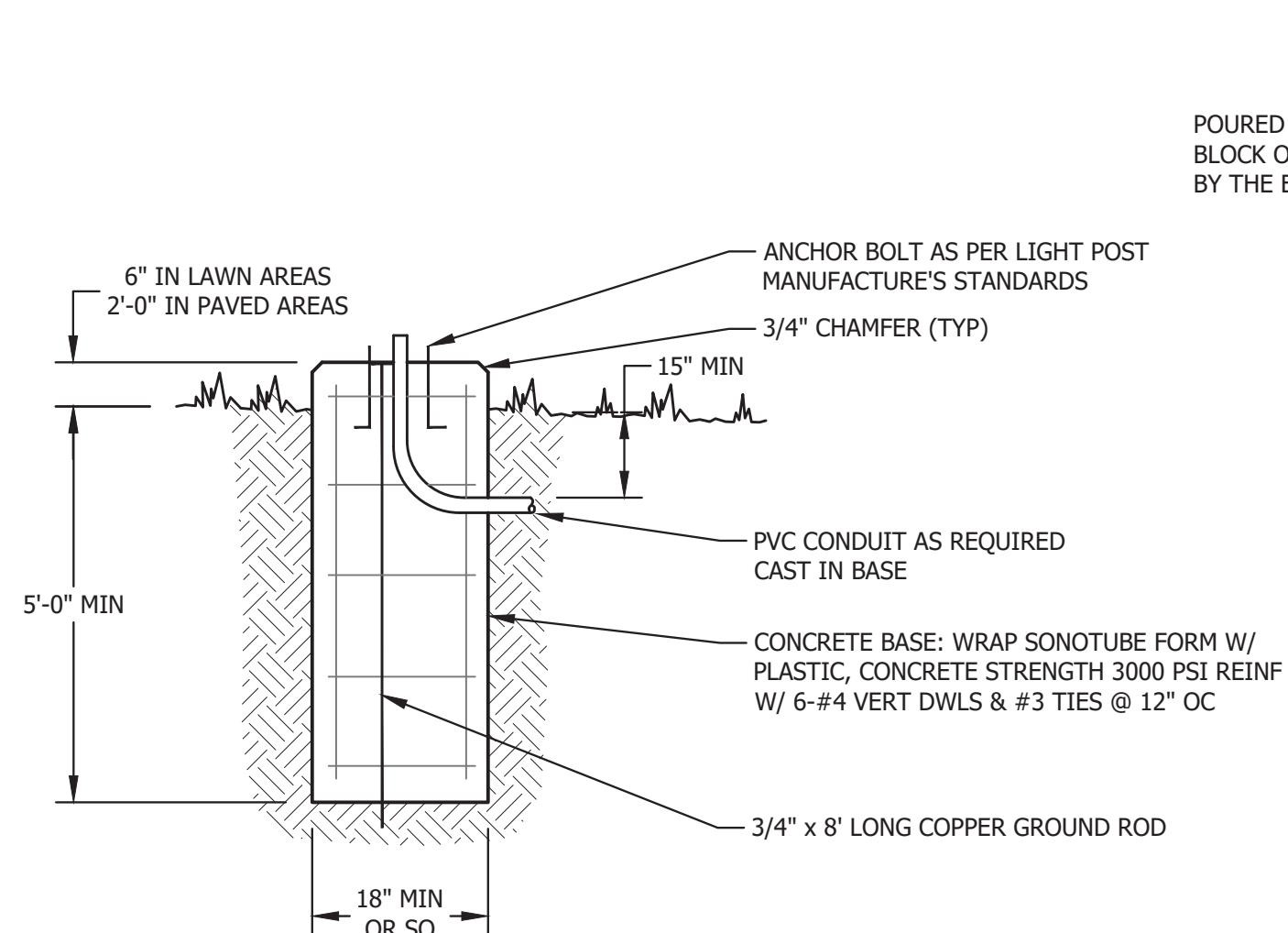
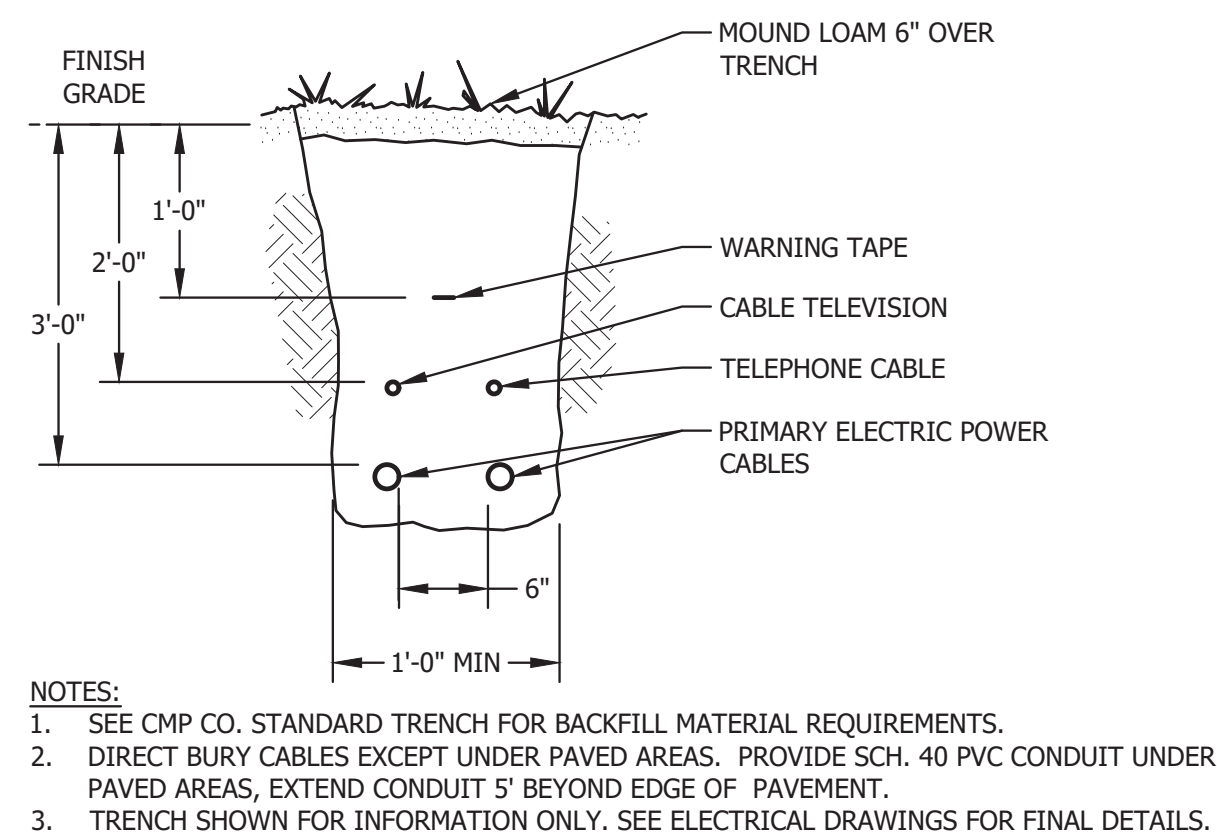
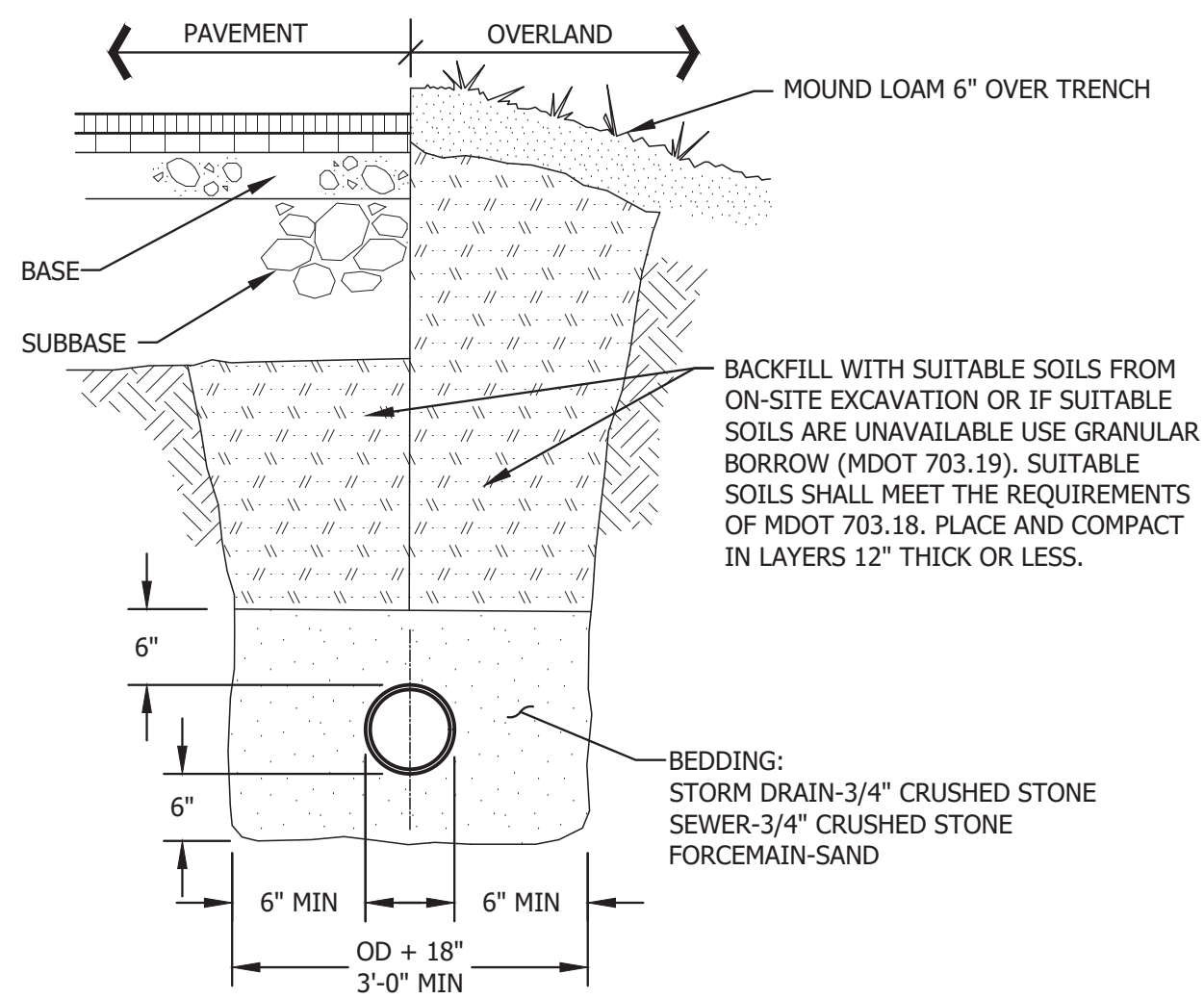
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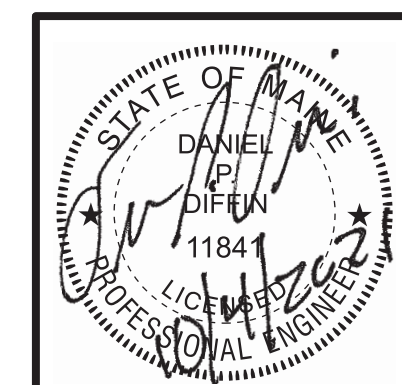
CATCH BASIN, MANHOLE, AND LIFT STATION NOTES:

THE CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ENGINEER FOR APPROVAL. SUBMITTALS SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

PRODUCT DATA: SUBMIT PRODUCT DATA FOR ALL MATERIALS USED ON THE JOB FOR REVIEW FOR LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND DESIGN CONCEPT EXPRESSED IN CONTRACT DOCUMENTS.

SHOP DRAWINGS: SUBMIT FOR REVIEW SHOP DRAWINGS OF ALL PRECAST UNITS. MANUFACTURER'S INFORMATION SHALL BE SUBMITTED FOR JOINT SEALANTS AND WATERPROOFING. MANUFACTURE SHALL PROVIDE ANTI-FLOTATION DESIGN SHOP DRAWINGS AND CALCULATIONS, INCLUDING ANY EXTENDED BASE SLABS AS NECESSARY, FOR PROPOSED MANHOLES. MANUFACTURER SHALL ASSUME GROUNDWATER LEVELS EQUAL TOP OF GROUND ELEVATIONS AND PROVIDE FOR A 1.2 FACTOR OF SAFETY AGAINST FLOTATION.

	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED TO TOWN AND MEDEP FOR REVIEW
REV.	BY	DATE	STATUS



CUMBERLAND FORESIDE PARTNERS, LLC
BROAD COVE RIDGE APARTMENTS
100 US ROUTE 1
CUMBERLAND, MAINE

SECTIONS AND DETAILS

SME
SEVEE & MAHER
ENGINEERS

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

4 Blanchard Road, PO Box 85A, Cumberland, Maine 04021
Phone 207.829.5016 • Fax 207.829.5692 • smemaine.com

DESIGN BY:	AML
DRAWN BY:	SJM
DATE:	5/2021
CHECKED BY:	DPD
LMN:	SITE
CTR:	SMF-STD

JOB NO. 21811.01	DWG FILE DETAILS	C-301
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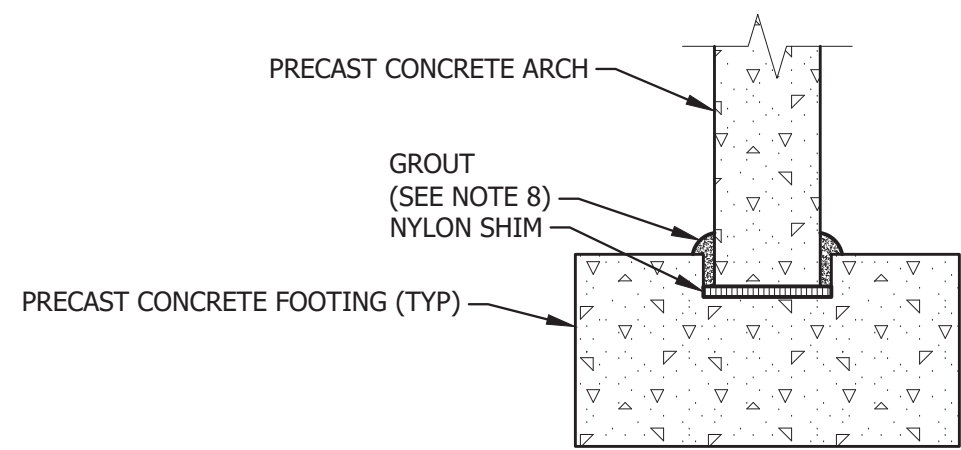


Diagram illustrating the cross-section of a bridge structure, showing various components and elevations:

- Timber Guardrail:** SEE DWG C-303
- Finish Grade:** Indicated by a dashed line.
- Existing Grade:** Indicated by a solid line.
- Top of Precast Box:** EL 121.53
- Approximate Limits of Excavation (Typ):** Indicated by dashed lines.
- 100-Year EL:** 120.07*
- 25-Year EL:** 120.00*
- 2-Year EL:** 119.90*
- 10-Year EL:** 119.96*
- Precast Box Culvert Sections:** 8' Long Sections, DIRIGO Timberlands or Engineer Approved Equal.
- Bridge to Footing Connection:** (See Detail This DWG)
- DIRIGO Precast Footing Sections or Engineer Approved Equal:**
- DIRIGO Precast Abutment Block Sections or Engineer Approved Equal:**
- Stream Bottom Substrate:** (See Culvert Replacement Note 9)
- 12" (Min) Crushed Stone Footing Bed:** (See Culvert Replacement Note 8)
- Anticipated Maximum Scour Potential:** EL 117.08
- Elevations:** EL 119.66, EL 118.66, EL 116.66, EL 115.66
- Riprap:** $D_{50} = 5"$ for Scour Protection (Typ)
- Dimensions:** 6.67', 12" (Min)
- Invert:** INV 118.55

1. ALL WORK SHALL BE SCHEDULED TO START AFTER JULY 15, 2021 AND BE CONCLUDED BEFORE OCTOBER 1, 2021.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE STREAM CROSSING STANDARDS CONTAINED IN THE STATE OF MAINE, DEPARTMENT OF ENVIRONMENTAL PROTECTION, NATURAL RESOURCE PROTECTION ACT, PERMIT BY RULE STANDARDS, CHAPTER 305, AS CURRENTLY REVISED. ADDITIONALLY ALL WORK SHALL MEET OR EXCEED THE EXPECTATIONS OF THE MAINE AUDUBON "STREAM SMART" GUIDELINE FOR FISH FRIENDLY STREAM CROSSINGS.
3. EROSION AND SEDIMENT CONTROLS SHALL COMPLY WITH THE MAINE EROSION AND SEDIMENT CONTROL BMPs, DATED OCTOBER 2016, OR AS CURRENTLY REVISED.
4. LOCATION, ORIENTATION AND INVERT OF PRECAST CONCRETE ARCH AND FOOTING BLOCKS MAY BE ADJUSTED TO MEET FIELD CONDITIONS FOUND AT THE TIME OF CONSTRUCTION.
5. PRECAST CONCRETE ARCH AND FOOTING BLOCKS SHALL BE MANUFACTURED BY DIRIGO BRIDGE CO. OF NORTH ANSON, MAINE.
6. MINIMIZE DISTURBANCE TO EXISTING SUBSURFACE STREAM BED MATERIAL TO THE GREATEST EXTENT POSSIBLE.
7. GROUT SHALL BE NON-SHRINK SIKAGROUT 328 BY SIKA CORPORATION OR ENGINEER APPROVED EQUIVALENT.
8. 3/4-INCH CRUSHED STONE SHALL MEET THE FOLLOWING GRADATION:

9. EXISTING STREAM SUBSTRATE TO REMAIN INTACT TO THE GREATEST EXTENT PRACTICABLE. ANY REQUIRED SUPPLEMENTAL GRAVEL SHALL MEET THE REQUIREMENTS OF MEDOT TYPE D GRAVEL (703.06C). MATERIAL SHALL NOT CONTAIN PARTICLES OF ROCK WHICH WILL NOT PASS THE 6-INCH SQUARE MESH SIEVE. THE GRADATION OF THE MATERIAL THAT PASSES THE 3-INCH SIEVE SHALL MEET THE FOLLOWING REQUIREMENTS:

10. PRECAST CONCRETE ARCH AND FOOTINGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS.
11. FINAL FOOTING DIMENSIONS TO BE DETERMINED BASED ON OBSERVATION OF SUBGRADE MATERIAL BY ENGINEER AT TIME OF CONSTRUCTION.

	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
	DPD	7/2021	REVISED PER TOWN AND PEER REVIEW COMMENTS
	DPD	5/2021	ISSUED TO TOWN AND MEDEP FOR REVIEW
REV.	BY	DATE	STATUS



SOIL TYPE BOUNDARY

SUFFIELD - HSG C

1. SEE DWG C-100 FOR PLAN REFERENCES AND ORIGINS OF TOPOGRAPHIC INFORMATION.



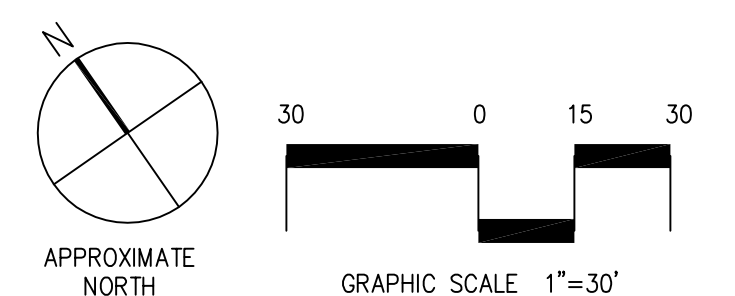
REV.	BY	DATE	STATUS
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	DPD	10/2021	REVISED DESIGN FOR PLAN REVISIONS
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REV.	RY	DATE	STATUS



1. PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DISSAGE AND BE PROVIDED WITH A DISPAGE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
2. ANY TREES DESIGNATED TO REMAIN THAT ARE DAMAGED OR REMOVED DURING CONSTRUCTION, SHALL BE REPLACED WITH TREES EQUALING THE SPECIES AND CALIFER LOSS.
3. LANDSCAPE CONTRACTOR IS ENCOURAGED TO PROVIDE THE LANDSCAPE ARCHITECT WITH CONCERNS AND/OR SUGGESTIONS WITH REGARDS TO PROPOSED PLANT MATERIAL SELECTION PRIOR TO PLACING A PURCHASE ORDER.
4. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN GRAPHICALLY ON THIS DRAWING. CLARIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT PRIOR TO PRICING ANY PLANT MATERIAL.
5. ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE LATEST EDITION OF THE AMERICAN ASSOCIATION OF NURSERYMENS' AMERICAN STANDARD OF NURSERY STOCK.
6. ALL PLANT MATERIALS ARE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AT THE SITE. PLANTS WHICH ARE REJECTED SHALL BE REMOVED FROM THE SITE IMMEDIATELY AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
7. MULCH FOR PLANTED AREAS TO BE AGED SPRUCE AND FIR BARK, PARTIALLY DECOMPOSED, DARK BROWN IN COLOR AND FREE OF WOOD CHIPS THICKER THAN 1/4 INCH.
8. NO PLANTS SHALL BE PLANTED BEFORE ACCEPTANCE OF ROUGH GRADING AND BEFORE CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
9. ALL SHRUB GROUPINGS SHALL BE INCORPORATED INTO BEDS. WHERE MULCHED PLANT BED ADJUTS LAWN, CONTRACTOR SHALL PROVIDE A TURF CUT EDGE.
10. PRUNE TREES ALONG WALKS AND PARKING AREA SO LOWER BRANCHES ARE NO LOWER THAN 6' HT. MIN.
11. ALL PLANT MATERIAL OR REPRESENTATIVE SAMPLES SHALL BE LEGIBLY TAGGED WITH PROPER COMMON AND BOTANICAL NAMES. TAGS SHALL REMAIN ON THE PLANTS UNTIL FINAL ACCEPTANCE.
12. CONTRACTOR SHALL LOANED DISTURBED AREAS AS FOLLOWS:
 - LAWN AREAS 6" MIN. DEPTH OF TOPSOIL (LOAM)
 - PLANT BEDS 18" TOPSOIL (LOAM).
 - 10'X10' SQUARE AROUND THE PROPOSED TREES 24" TOPSOIL (LOAM).
13. LAWN AREAS CALLED OUT TO BE SEEDED SHALL BE SEEDED WITH "COTTAGE MIX" AS DISTRIBUTED BY ALLEN, STERLING & LOTHROP OF FORT WORTH, TEX. SEED AT THE RATE RECOMMENDED BY THE DISTRIBUTOR BUT NOT LESSER THAN 5 LBS. PER 1,000 S.F. LAWN AREAS CALLED OUT TO BE SOG SHALL BE SOGDED WITH HIGH QUALITY SOG MADE UP OF A GRASS BLEND FOR SUNNY AREAS OR SHADE AREAS DEPENDING ON THE LOCATION OF THE AREA TO BE SOGDED.
14. CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND WILL CONTINUE UNTIL FINAL ACCEPTANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS OF WATERING AND MAINTENANCE.
15. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE (1) FULL YEAR FROM DATE OF FINAL ACCEPTANCE.
16. SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPOSED UPON BY PROPOSED BUILDINGS AND/OR SITE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND OR CAPPED OR DEMOLISHED AS REQUIRED.
17. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
18. THE CONTRACTOR SHALL INSTALL WATERING BAGS SUCH AS THE TREGATOR ON ALL TREES AT THE TIME OF INSTALLATION. BAGS TO BE LEFT ON UNTIL FREEZING TEMPERATURES.

[illegible]

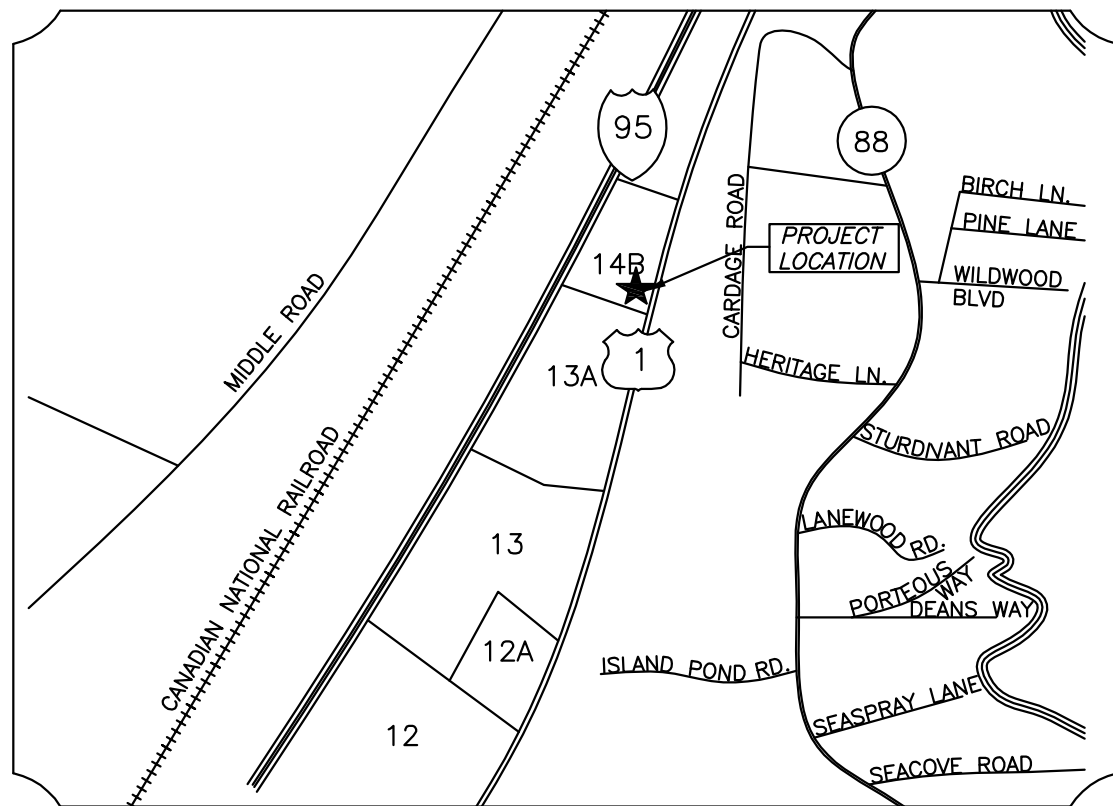
INTERSTATE I-95

N/F
GLENN S. PORTER
TM R01, PARCEL 14B
BOOK 10526, PAGE 233

N/F
100 US ROUTE 1 LLC
TM R01, P/O PARCEL 13B
BOOK 31838, PAGE 3
137,816 S.F.

N/F
LEDGEVIEW PROPERTIES,
LLC
TM R01, PARCEL 13A
BOOK 17591, PAGE 242

U.S. ROUTE 1



LOCATION MAP
(NOT TO SCALE)

- NOTES:
- (1) OWNER OF RECORD: 100 US ROUTE 1 LLC PER DEED BOOK 31838, PAGE 3 RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS.
 - (2) TAX MAP R01, P/O PACEL 13B
 - (3) SURVEY REFERENCES:
 - (A) "PLAN OF PROPERTY IN CUMBERLAND, MAINE FOR WM. RANDALL, ELEANOR A. RANDALL & FRED JENSEN" BY: SURVEY, INC. JANUARY 1988
 - (B) "STANDARD BOUNDARY SURVEY, PLAN SHOWING A DIVISION OF LAND" FOR TWIN TOWN TRUST, BY LAND USE CONSULTANTS DATED OCTOBER 16, 1992.
 - (C) "SITE PLAN LEDGEVIEW PROPERTIES, LLC." FOR DAVID & KAREN LANDA, BY SURVEY INCORPORATED DATED DECEMBER 2001 AND REVISED THROUGH NOVEMBER 2002.
 - (4) TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED WITH ASSUMED ELEVATIONS BY SURVEY, INC. JANUARY 15 & 16, 2015
 - (5) PROPERTY IS LOCATED IN THE "OC-S" OFFICE COMMERCIAL-SOUTH DENSITY RESIDENTIAL REQUIREMENTS:
MINIMUM LOT SIZE- 1 ACRE
MINIMUM LOT FRONTAGE- 150 FEET
SETBACK REQUIREMENTS:
FRONT: 25 FEET
REAR: 65 FEET
SIDE: 20 FEET

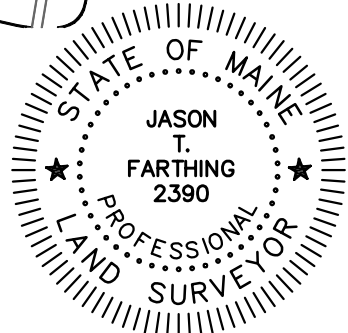
LEGEND:

- #5 REBAR WITH PLASTIC CAP STAMPED "SURVEY, INC. PLS 2390" SET ON
- FOUND IRON PIPE (SIZE & TYPE AS NOTED)
- FOUND DRILL HOLE
- FOUND IRON ROD
- UTILITY POLE (NUMBER AS NOTED)
- GUY WIRE ANCHOR

- STONEWALL
- BOUNDARY LINE
- EASEMENT LINE
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- RIGHT-OF-WAY LINE
- ABUTTER LINE
- OVERHEAD UTILITY
- NOW OR FORMERLY OWNED BY DEED BOOK AND PAGE (CCRD)
- TAX MAP-LOT
- PARENTHESES DENOTE RECORD DATA

N/F
1234/567
12-45
(123.45)

30 0 15 30 60
GRAPHIC SCALE
1"=30'



I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL OPINION.

JASON T. FARTHING P.L.S. 2390

BOUNDARY / EXISTING
CONDITIONS SURVEY

US ROUTE 1
CUMBERLAND, ME

FOR: **DAVID SPELLMAN**
127 FORESIDE ROAD
FALMOUTH, MAINE 04110
(CLIENT)

SURVEY BY: **SURVEY, INC.**
P.O. BOX 210
WINDHAM, ME 04062
(207) 892-2556 (207) 892-2557 FAX
INFO@SURVEYINCORPORATED.COM

PLAN BY: AWH @ SURVEY, INC.
DATE: FEBRUARY 3, 2015 JOB NO. 15_005