



SURVEYING ENGINEERING LAND PLANNING

*Northeast Civil Solutions*  
INCORPORATED

www.northeastcivilsolutions.com

January 27, 2016

381 Payne Road  
Scarborough  
Maine 04074

State of Maine  
Department of Environmental Protection  
17 State House Station  
Augusta, Maine 04333-0017

**RE: Stormwater Permit Application**  
**1034 Western Ave. Manchester, ME 04351**

**tel**

207.883.1000

800.882.2227

**fax**

207.883.1001

To whom it may concern;

Enclosed please find Stormwater Permit materials for a project that includes the construction of a 9,100 sf retail building with associated parking, landscape areas, and stormwater management facilities at 1034 Western Avenue in Manchester, ME. This project is designed to meet Maine DEP Basic and General Stormwater Standards.

If you have any question, please feel free to contact me at any time.

Sincerely,  
Northeast Civil Solutions, Inc.

Travis Letellier, P.E.  
Project Engineer

Cc: Lee Allen. P.E., NCS

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND & WATER QUALITY

FOR DEP USE

L- \_\_\_\_\_  
ATS# \_\_\_\_\_  
Fees Paid \_\_\_\_\_  
Date Received \_\_\_\_\_

STORMWATER APPLICATION FORM PLEASE TYPE OR PRINT IN INK .

This application is for: (Check the one that applies: <input checked="" type="checkbox"/> New application <input type="checkbox"/> Amendment			
1. Name of Applicant:	Franklin Land Associates, LLC	5. Name of Agent:	Northeast Civil Solutions, Inc.
2. Applicant's Mailing Address:	9010 Overlook Blvd. Brentwood, TN, 37027	6. Agent's Mailing Address:	381 Payne Rd. <del>Scarborough, ME, 04074</del> Scarborough, ME, 04074
3. Applicant's Phone #:	615-370-0670	7. Agent's Phone #:	207-883-1000
4. Email address (REQUIRED-license will be sent via email):	jhorowitz@gbtrealty.com	8. E-mail address: (REQUIRED-license will be sent via email)	Travis.Lerellier@ NortheastCivilSolutions.com
9. Location of Project: (Road, Street, Rt #)	1034 Western Ave	10. Town:	Manchester
		11. County:	Kennebec
		13. Amount of Disturbed land:	Total Amt. = 1.61 acres
12. Type of Direct Watershed: (Check all that apply)	<input type="checkbox"/> Lake not most at risk <input checked="" type="checkbox"/> Lake most at risk <input type="checkbox"/> Lake most at risk, severely blooming <input type="checkbox"/> River, stream or brook <input type="checkbox"/> Urban impaired stream <input type="checkbox"/> Freshwater wetland <input type="checkbox"/> Coastal wetland <input type="checkbox"/> Wellhead of public water supply	14. Amount of Developed Area:	<input checked="" type="checkbox"/> 1 or more acres, but less than 5 acres <input type="checkbox"/> 5 acres or more Total Amt. = 1.57 acres
		15. Amount of Impervious Area:	<input type="checkbox"/> less than 20,000 sq. ft. <input checked="" type="checkbox"/> 20,000 sq. ft. to 1 acre <input type="checkbox"/> 1 to 3 acres <input type="checkbox"/> 3 or more acres Total Amount of impervious Acres =
16. Applicable Standards: (Check all that apply)	<input type="checkbox"/> Stormwater PBR <input checked="" type="checkbox"/> Basic standards <input type="checkbox"/> General standards: BMP <input checked="" type="checkbox"/> General standards: phosphorus <input type="checkbox"/> Flooding standard <input type="checkbox"/> Urban impaired stream standards <input type="checkbox"/> Other:	17. Type of Stormwater Control:	<input checked="" type="checkbox"/> Vegetative (e.g. buffers) <input checked="" type="checkbox"/> Structural (e.g. underdrained filters, ponds, infiltration structures)
18. Exceptions &/or Waivers Requested:	BMP Standards ▼		Urban impaired stream standard ▼
	<input type="checkbox"/> Pretreatment measures <input type="checkbox"/> Discharge to ocean/major river segment <input type="checkbox"/> Linear portion of project <input type="checkbox"/> Utility corridor <input type="checkbox"/> Redevelopment	<input type="checkbox"/> Developed area not landscaped or impervious <input type="checkbox"/> Redevelopment	<input type="checkbox"/> Discharge to ocean/major river segment <input type="checkbox"/> Insignificant increase in peak flow
19. Brief Project Description:	Proposed 9,100 sqft Retail Store w/ additional pavement for parking.		
20. Size of Lot or Parcel:	<input type="checkbox"/> sq. feet, or <input checked="" type="checkbox"/> 8.33 acres	UTM Easting: 430582.68	UTM Northing: 4908130.82
21. Title, Right or Interest:	<input checked="" type="checkbox"/> own <input type="checkbox"/> lease <input checked="" type="checkbox"/> purchase option <input type="checkbox"/> written agreement		
22. Deed Reference Numbers:	Book #: <del>4358</del> Page: 116	24. Map and Lot Numbers:	Map #: U-11 Lot #: 8-1
23. DEP Staff Previously Contacted:	N/A	25. Project started prior to application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
SIGNATURES / CERTIFICATIONS ON PAGE 2			

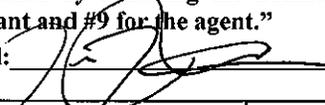
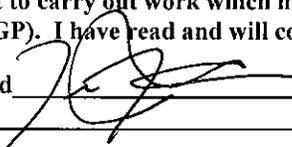
**STORMWATER APPLICATION FORM**

26. Resubmission of Application?	<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No	If yes, previous application #		Previous project manager:	
27. Written Notice of Violation?	<input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No	If yes, name of DEP enforcement staff involved:			
28. Detailed Directions to the Project Site:		See Attached Details			
29. Stormwater Permit by Rule Submissions ▼		30. Stormwater Application Submissions ▼			
<input checked="" type="checkbox"/> This form (including signature page) <input checked="" type="checkbox"/> Fee <input checked="" type="checkbox"/> Topographic Map <input checked="" type="checkbox"/> Plan or Drawing <input checked="" type="checkbox"/> Photos of Area		<input checked="" type="checkbox"/> This form (including signature page) <input checked="" type="checkbox"/> Fee <input checked="" type="checkbox"/> Proof of title, right or interest <input checked="" type="checkbox"/> Certificate of good standing (if applicable) <input checked="" type="checkbox"/> Photos of Area <input checked="" type="checkbox"/> Copy of Public Notice		<input checked="" type="checkbox"/> Professional & Notice Certification <input checked="" type="checkbox"/> Basic standards submissions <input checked="" type="checkbox"/> General standards submissions <input type="checkbox"/> Flooding standard submissions <input type="checkbox"/> Other standard submissions <input type="checkbox"/> Compensation Fee (if required)	
31. FEES, Amount Enclosed:		<del>XXXXXXXXXX</del> \$280			
Does the agent have an interest in the project? If yes, what is the interest?: <input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No					

**IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.**

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following:

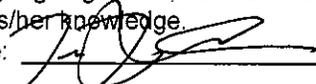
**CERTIFICATIONS / SIGNATURES**

<p>"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.</p> <p>Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by e-mailing the decision to the electronic address located on the front page of this application (see #4 for the applicant and #9 for the agent.)"</p> <p>Signed:  Title _____ Date: <u>1/27/2016</u></p>	
<p>Notice of Intent to Comply with Maine Construction General Permit</p>	<p>With this Stormwater Law application form and my signature below, I am filing notice of my intent to carry out work which meets the requirements of the Maine Construction General Permit (MCGP). I have read and will comply with all of the MCGP standards.</p> <p>Signed  Date: <u>1/27/2016</u></p>

**NOTE: If a Notice of Intent is required, you must file a Notice of Termination (attached as Form G) within 20 days of completing permanent stabilization of the project site.**

**ADDITIONAL SIGNATURES / CERTIFICATIONS**

The person responsible for preparing this application and/or attaching pertinent site and design information hereto, by signing below, certifies that the application for stormwater approval is complete and accurate to the best of his/her knowledge.

Signature: 

Name (print): TRAUS LETZLER

Date: 1/27/2016

Re/Cert/Lic No.: 13920  
Engineer \_\_\_\_\_  
Geologist \_\_\_\_\_  
Soil Scientist \_\_\_\_\_  
Land Surveyor \_\_\_\_\_  
Site Evaluator \_\_\_\_\_  
Active Member of the Maine Bar \_\_\_\_\_  
Professional Landscape Architect \_\_\_\_\_

October 28, 2015

To Whom It May Concern:

I, Jason Horowitz, authorize Northeast Civil Solutions, Inc. to sign any and all applications, permit requests, and other paperwork in conjunction with obtaining final municipal and/or state approvals, as applicable, for the Dollar General project located on Western Ave (Route 202) in Manchester, ME. This authorization is not a contract for any work to be performed; contracts or other correspondence are separate documents.

  
\_\_\_\_\_  
Signature

10-28-15  
Date

## REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Agreement") is made and entered into as of the date of full execution of this Agreement (the "Effective Date") by and between DAVID F & DIANE F HASTINGS ("Seller") and FRANKLIN LAND ASSOCIATES, L.L.C., a Tennessee limited liability company ("Buyer").

### WITNESSETH

For and in consideration of Ten Dollars (\$10.00), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tract or parcel of land described as approximately 8.3 acres of land, on the south side of Western Avenue (Route 202), commonly known as parcel number U11-008-001 in the Town of Manchester, Kennebec County, ME (the "Property"), which is further depicted on **Exhibit "A"** attached hereto and incorporated herein.
2. Earnest Money. Two Thousand Five Hundred Dollars (\$2,500.00), to be deposited with Monument Title Company, as agent for First American Title Insurance Company (hereinafter "Escrow Agent") within five (5) business days after the Effective Date, paid in accordance with the terms and provisions of this Agreement. All interest earned on the Earnest Money shall be the property of Buyer. Buyer and Seller shall defend, indemnify and hold the Escrow Agent harmless from all damages, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses directly resulting from the gross negligence or willful misconduct of the Escrow Agent. In the event of a dispute between Buyer and Seller as to the disposition of the Earnest Money, Escrow Agent shall have the right to continue to hold in escrow the Earnest Money pending receipt of joint written instructions from Buyer and Seller or deposit the Earnest Money with a court to be held until the dispute is resolved. By way of disclosure, Escrow Agent is a wholly-owned subsidiary of the law firm of Bernstein Shur, Buyer's local counsel.
3. Purchase Price. Two Hundred Forty Nine Thousand and 00/100 Dollars (\$249,000.00).
4. Closing. Ten (10) days after the end of the Inspection Period (the "Closing Date").
5. Obligations at Closing. At Closing, Seller shall deliver to Buyer, or Buyer's designee, a general warranty deed conveying to Buyer or its designee good and marketable title in fee simple to the Property, subject only to exceptions acceptable pursuant to Paragraph 6 below, and all other documents required by the Escrow Agent for closing, pay for Seller's attorney's fees and all other cost incurred by Seller or required to be paid by Seller pursuant to any other provision of this Agreement, and surrender the Property to Buyer. At Closing, Buyer shall pay the Purchase Price, as adjusted, pay for Buyer's attorney's fees, costs of recording the deed, transfer taxes, title, survey, and any costs associated with financing the purchase of the Property, and all other cost incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Agreement. Real property taxes will be prorated as of the Closing Date.
6. Inspection Period. Buyer's agents, employees and independent contractors shall have a period of one hundred twenty (120) business days after the Effective Date (the "Inspection Period") in which to conduct, at Buyer's sole expense, such physical, environmental, engineering and feasibility reports, inspections, examinations, tests and studies as Buyer deems appropriate. Seller shall provide Buyer copies of all materials pertaining to the Property to Buyer within ten (10) days after the Effective Date. By signature below, Seller hereby authorizes Buyer and designates Buyer as agent for Seller in order to facilitate all applications for any and all governmental approvals and permits and to act on behalf of Seller to facilitate Buyer's intended development.

If Buyer terminates this Agreement before the end of the Inspection Period, all Earnest Money, except for \$100.00, which is paid as independent consideration to Seller, shall be returned to Buyer. If Buyer terminates

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this Agreement after the end of the Inspection Period, all Earnest Money shall be sent to Seller, unless Seller defaults under this Agreement, in which case the Earnest Money shall be returned to Buyer. Upon the termination of this Agreement pursuant to this subparagraph, the parties shall be relieved of any further obligations hereunder.

If Buyer intends to proceed with the Closing of its purchase of the Property, then Buyer shall, on or before the expiration of the Inspection Period, notify the Seller and/or Escrow Agent in writing as provided in this Agreement of Buyer's intent to proceed with the Closing of its purchase of the Property, subject to all of the other terms and conditions hereof.

Buyer may extend the Inspection Period for four (4) thirty (30) business day periods upon the payment to the Escrow Agent on or before the date of the expiration of the original time period of the Inspection Period, or extension thereof, of a non-refundable amount of One Thousand Dollars (\$1,000.00) per extension period required, held in escrow per the terms and conditions described herein and shall be applicable to the Purchase Price at Closing.

7. Survey and Title. Buyer shall be responsible for obtaining an updated survey of the Property and a title policy commitment. Upon receipt of notice of any objections to title or survey, Seller shall have fifteen (15) days after receipt of such notice to satisfy or cure such objections to Buyer's satisfaction. If Seller fails or declines to satisfy the same within such period, the Buyer, at Buyer's option, may terminate the Agreement and all Earnest Money shall be returned to Buyer. Seller acknowledges that Seller is responsible for the removal of any tenant of the Property, and that any tenant must have vacated the property with sufficient notice under any applicable lease prior to the end of the Inspection Period, and Seller must provide Buyer with copies of all leases and all notices sent to tenants.

8. Commissions. Seller and Buyer warrant and represent to each other that they have not employed or dealt with any real estate agent or broker relative to the sale and purchase of the Property. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

9. Representations and Warranties and Covenants of Seller. Seller warrants and represents and covenants to Buyer that there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; other than as disclosed to Buyer, to the best of the Seller's knowledge there are no environmental hazards on the Property; on the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; and the Property will be delivered to Buyer at Closing free and clear from any leases, contracts and tenants in possession. Each representation and warranty of Seller contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

10. Damage and Condemnation. Seller shall notify Buyer promptly upon the occurrence of any damage, destruction, taking or threat of taking affecting the Property.

11. Default. If Buyer defaults, Seller may terminate this Agreement by written notice to Buyer, whereupon the Earnest Money, and any other deposits, if any, hereunder shall be paid to Seller as full and complete liquidated damages for the default of Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Agreement. If Seller defaults, Buyer may avail itself of the remedy of specific performance or terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be refunded to Buyer as full and complete liquidated damages for such default and Seller shall reimburse Buyer for all out-of-pocket expenses.

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12. Assignment. Buyer may at any time assign or transfer its interest in this Agreement, with notice to Seller. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns.

13. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

14. Miscellaneous. Time shall be of essence in the performance of the terms and conditions of this Agreement. In the event any time period specified in this Agreement expires on a Saturday, Sunday or bank holiday on which national banks are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Agreement, business days shall be Monday through Friday, excluding any Federal holidays. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Agreement. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. This Agreement contains the sole and entire understanding between Seller and Buyer with respect to the transactions contemplated by this Agreement, and all promise, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect unless by a written Agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted between the parties via facsimile, and signatures transmitted by facsimile shall be deemed originals and shall be binding upon the parties. Seller agrees that the terms of this Agreement shall be deemed confidential in nature and shall not be disclosed to any third parties by Seller without the prior written consent of Buyer. In the event of a dispute arising out of this agreement, the parties agree to go to mediation before the filing of any lawsuit.

15. Notice. All notices shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon being deposited with a nationally recognized commercial courier for next day delivery, to the addresses below, or upon delivery via pdf format sent by electronic mail. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Buyer: Franklin Land Associates, L.L.C.  
c/o GBT Realty Corporation  
9010 Overlook Boulevard  
Brentwood, TN 37027  
Attn: J. Evan Gower

Seller: David F & Diane F Hastings  
168 Heritage Woods Lane  
Winthrop, ME 04364  
Phone: 207.215.7355

IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, as of the day and year first above written.

**BUYER:**

FRANKLIN LAND ASSOCIATES, L.L.C.

By: Chad B. A.  
Its: Authorized Agent  
Date: 5/14/14

**SELLER:**

DAVID F & DIANE F HASTINGS

By: David F. Hastings  
Date: 5/15/14

By: Diane F. Hastings  
Date: 5/15/2014



**REINSTATEMENT OF REAL ESTATE PURCHASE CONTRACT**

**AND**

**SECOND AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

**THIS REINSTATEMENT OF REAL ESTATE PURCHASE CONTRACT AND SECOND AMENDMENT TO REAL ESTATE PURCHASE CONTRACT** (the "Amendment") is made and entered into as of the date of full execution of this Amendment by and between **DAVID F. HASTINGS AND DIANE F. HASTINGS** ("Seller") and **FRANKLIN LAND ASSOCIATES, L.L.C.**, a Tennessee limited liability company ("Buyer").

**WITNESSETH:**

**WHEREAS**, the parties hereto entered into the certain Real Estate Purchase Contract dated May 15, 2014, as amended by the First Amendment to Real Estate Purchase Contract dated November 28, 2014 (the "Agreement"; all defined terms not otherwise defined or modified shall have the meaning given in the Agreement); and

**WHEREAS**, Buyer terminated the contract on April 30, 2015; and Buyer and Seller intend to reinstate and revive the Agreement, as if it was never terminated, under all the same terms and conditions, other than as amended below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. With the execution of this Amendment, Buyer and Seller agree that the Agreement is hereby reinstated and is in full force and effect, as if Buyer did not terminate on April 30, 2015. All terms and conditions, other than as revised by this Reinstatement or amended below, remain in full force and effect. Buyer and Seller waive any and all defenses against the Agreement due to such termination or the time between the termination and the date of this Amendment, and are estopped from asserting any challenge to the enforceability of this Agreement for those reasons.

2. The Effective Date of the Agreement shall be the date of the full execution of this Amendment.

3. Seller confirms the Earnest Money was returned to Seller. Buyer shall deposit \$2,500.00 in Earnest Money with the Escrow Agent within five (5) business days after the Effective Date. Seller acknowledges that the Earnest Money shall remain fully refundable during the Inspection Period, as amended and as extended.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all which, collectively, shall be one and the same instrument. This Amendment may be delivered by facsimile signature and transmission, and facsimile signatures shall be deemed original signatures.

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5. All other terms and conditions of the Agreement shall remain in full force and effect. Should a conflict in the terms and conditions occur between this Amendment and the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and conditions as of the date first provided above.

**FRANKLIN LAND ASSOCIATES, L.L.C.**

By: CCDBL  
Its: Authorized Agent  
Date: 8/13/15

David F. Hastings  
DAVID F. HASTINGS  
Date: 8-14-2015

Diane F. Hastings  
DIANE F. HASTINGS  
Date: 8-14-2015

**FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

**THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE CONTRACT** (the "Amendment") is made and entered into as of the 28<sup>th</sup> day of November, 2014, by and between **DAVID F. AND DIANE F. HASTINGS** ("Seller") and **FRANKLIN LAND ASSOCIATES, LLC**, a Tennessee limited liability company ("Buyer").

**WITNESSETH:**

WHEREAS, the parties have entered into the certain Real Estate Purchase Contract dated May 15, 2014 (the "Agreement"; all defined terms not otherwise defined or modified shall have the meaning given in the Agreement); and

WHEREAS, Buyer and Seller desire to amend the Agreement, as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in Earnest Money outlined in Section 2 of the Agreement is non-refundable to the Buyer and will be paid to Seller under the terms and conditions outlined in Section 6 of the Agreement.

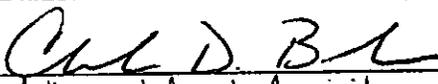
2. The initial Inspection Period in Section 6 shall be extended through April 30, 2015.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all which, collectively, shall be one and the same instrument. This Amendment may be delivered by facsimile signature and transmission, and facsimile signatures shall be deemed original signatures. All other terms and conditions of the Agreement shall remain in full force and effect. Should a conflict in the terms and conditions occur between this Amendment and the Agreement, this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and conditions as of the date first provided above.

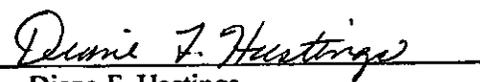
**BUYER:**

**FRANKLIN LAND ASSOCIATES, LLC**

By:   
Title: Authorized Agent - Acquisitions Mgr  
Date: 11/28/14

**SELLER:**

By:   
David F. Hastings  
Date: 11-28-2014

By:   
Diane F. Hastings  
Date: 11/28/2014

DEED OF SALE  
BY PERSONAL REPRESENTATIVE  
(Testate)

TRANSFER  
TAX  
PAID

007130

KNOW ALL MEN BY THESE PRESENTS, that JULIE A. O'BRIEN of Augusta, County of Kennebec, State of Maine, duly appointed and acting personal representative of the ESTATE OF RICHARD L. ROSS deceased (testate), as shown by the probate records of Kennebec County, Maine, having obtained Waivers of Notice from each person succeeding to an interest in the real property described below (said Waivers having been filed with the Kennebec County Probate Court), by the power conferred by the Probate Code, and every other power, for consideration paid, grants to DAVID F. HASTINGS and DIANE F. HASTINGS, both of Augusta, County of Kennebec, State of Maine, whose mailing address is 635 Eastern Avenue, Augusta, Maine, as joint tenants and not tenants in common, the real property in Manchester, County of Kennebec, State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, located in Manchester, in the County of Kennebec and State of Maine, bounded and described as follows, to wit:

Beginning at an iron pipe in the west line of land formerly owned by Nathan Weston, said pipe being distant southerly one thousand twenty-seven (1027) feet from the south line of the Augusta-Winthrop Road as said road existed March 18, 1930; thence running South 60° 15' East a distance of four hundred nineteen (419) feet to an iron pipe; thence running North 29° 45' East a distance of one thousand one hundred seventy-five (1175) feet to an iron pipe on the south line of the Augusta-Winthrop Road as said Road existed on March 18, 1930; thence running North 80° West in said south line of the Augusta-Winthrop Road, as said Road existed March 18, 1930, a distance of four hundred forty-five (445) feet to a stone wall on said west line of said Weston; thence running South 29° 45' West in said west line of Weston, a distance of one thousand twenty-seven (1027) feet to the place of beginning. Containing ten and fifty-nine hundredths (10.59) acres.

Excepting and reserving from the above the rights and easements conveyed by Alfred R. Leavitt to Central Maine Power Company by conveyance dated May 20, 1946, recorded in Kennebec County Registry of Deeds, Book 829, Page 438; also excepting and reserving from this deed such rights, if any, as the State of Maine may have acquired as a result of any changes since March 18, 1930, in the location of said Augusta-Winthrop Road.

Subject to drainage easement to the State of Maine recorded in said Registry, Book 1072, Page 296. Also subject to pole rights to Central Maine Power Company and New England Telephone Co. in deed recorded in said Registry in Book 2220, Page 267.

Also subject to a Notice of Layout and Taking by the Maine Department of Transportation recorded in said Registry in Book 3773, Page 34.

Meaning and intending hereby to convey the same property described in a deed from G. & R. Associates to Richard L. Ross, dated August 29, 1990 and recorded in the Kennebec County Registry of Deeds in Book 3794, Page 134, as corrected by a deed between the same parties dated January 12, 1993 and recorded in said Registry in Book 4336, Page 22.

Witness my hand and seal this 2<sup>nd</sup> day of April, 1993.

WITNESS:

ESTATE OF RICHARD L. ROSS

Keith R. Varnar

BY Julie A. O'Brien  
Julie A. O'Brien  
Personal Representative

State of Maine  
Kennebec, ss.

April 2, 1993

Then personally appeared the above named Julie A. O'Brien in her capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Keith R. Varnar  
Keith R. Varnar  
Notary Public  
Attorney at Law

RECEIVED KENNEBEC SS.

1993 APR -6 AM 9:00

ATTEST: Keith R. Varnar  
REGISTER OF DEEDS

- 1. Head southeast on Franklin St toward Congress St

440 ft

- 2. Turn right onto Congress St

420 ft

- 3. Turn right onto Pearl St

0.1 mi

- 4. Turn right onto Cumberland Ave

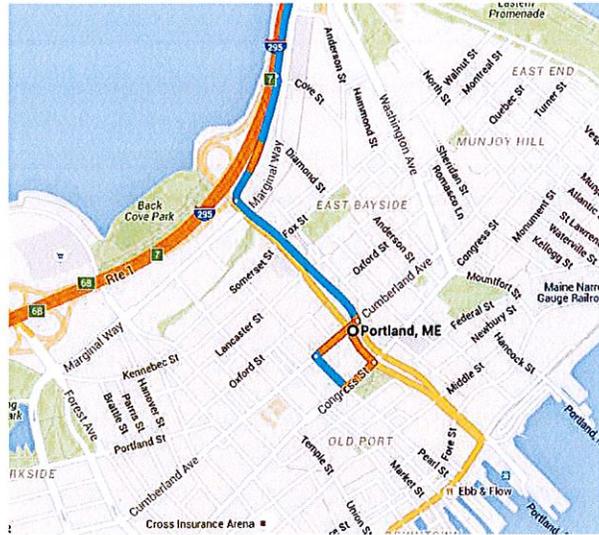
0.1 mi

- 5. Turn left onto Franklin St

0.4 mi

- 6. Slight right to merge onto I-295 N

0.3 mi



**Continue on I-295 N to Augusta. Take the U.S. 202 W exit from I-95 N**

46 min (53.1 mi)

- 7. Merge onto I-295 N

⚠ Partial toll road

46.4 mi

- 8. Merge onto I-95 N

⚠ Toll road

6.2 mi

- 9. Take the U.S. 202 W exit toward Winthrop

0.5 mi



- 10. Turn right onto US-202 W/Western Ave

i Destination will be on the left

6 min (3.3 mi)





1034 Western Avenue, Manchester, ME





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