CITY OF AUGUSTA, MAINE
APPLICATION FOR

PARCEL RECLASSIFICATION/ REZONING

1. Applicant Name: RICK TARDIFF
   Mailing Address: 15 DARIN DRIVE AUGUSTA ME 04330
   Phone Number: 215-5232 Email Address: RICK@JSMCCARTHY.com

2. Agent Name: THAYER ENGINEERING
   Mailing Address: 17 HASSON ST FARMINGDALE ME 04344
   Phone Number: 582-7762 Email Address: ETHAYER@THAYERENG.com

3. Owner Name: REWITS LLC
   Mailing Address: 15 DARIN DRIVE AUGUSTA ME 04330
   Phone Number: 215-5232 Email Address: RICK@JSMCCARTHY.com

4. Project Location (Street Address): _____

5. Tax Map and Lot Number: 5A-32, 5A33, 5A-51, 5A, KSB 79-14

6. Existing zoning district of parcel: RR

   Zoning district being proposed for this parcel: I.A

7. Type of zoning being applied for (check one):

   [X] General Rezoning [] Contract Rezoning [] Conditional Rezoning

   Definitions:

   General Rezoning: Requests to reclassify a parcel from one zoning district classification to another; no specific use is proposed. All uses listed in the requested zoning district would be allowed upon Planning Board recommendation and City Council Approval.

   Contract Rezoning: Requests to reclassify a parcel from one zoning district classification to another; the requested zone would be modified, upon Board recommendation and approval by the Council, to limit the use of the property for a selected few of the listed uses.

   Conditional Rezoning: Requests to reclassify a parcel from one zoning district classification to another; specific land use is proposed. The requested zone would be modified, upon Board recommendation and Council approval, to limit the use of the property to the use requested.

8. Please attach a narrative that addresses each of the following questions:
   1. How the rezoning is consistent with the 2007 Comprehensive Plan.
   2. How the rezoning is consistent with established land use patterns.
   3. How the rezoning will not create an isolated district unrelated to adjacent districts.
   4. How adequate public utilities, roads and services exist or will be provided.
   5. How the rezoning is justified by a changed or changing conditions.

9. If you are submitting a "Contract" or "Conditional" Rezoning Application, please address the following:

1. What land use(s) do you propose? SET BACK REQUIREMENTS FOR EXPANSION OF EXISTING BUILDING

2. Provide a detailed conceptual plan/ drawing showing your proposed development of the site.

   Note: Approval of conditional or contract rezoning may include conditions and restrictions. The conditions and restrictions will only be associated with the physical development or operation of the property. The conditions and restrictions may include deed restrictions.

10. Checklist of required submissions:

Paper Copy	Included	Waiver Requested
10 copies of the application form and narratives	✓	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	✓	
10 reduced-sized copies of any conceptual plan on 11" x 17" size paper	✓	
4 full-sized copies of any conceptual plan on ANSI D or E size paper		
10 copies of a letter authorizing the agent to represent the applicant	✓	
Payment in full of $150 application fee (Note: an abutter notification fee will be assessed after the application is determined to be complete. The fee is $0.15 plus the cost of first class postage for each abutter that will be notified as required by the ordinance.)		
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format FLASH DRIVE	✓	

11. Applicant Acknowledgement

Complete Application Required. This application is being submitted under the requirements of the Augusta Land-Use Ordinance. As the applicant, I understand that this application must contain a complete submission of required materials by the application filing deadline date in order to be heard by the Planning Board. The deadline allows for adequate review by City Staff and the Planning Board; and as such, any applications that are not complete by the filing deadline date will not be placed on the Planning Board meeting agenda. To insure review by the Planning Board on the date desired, the applicant should submit materials at least 7 days ahead of the scheduled filing deadline so that staff can determine completeness of the application.

Applicant's Signature: _____ Date: 2/11/16

For Staff Use:

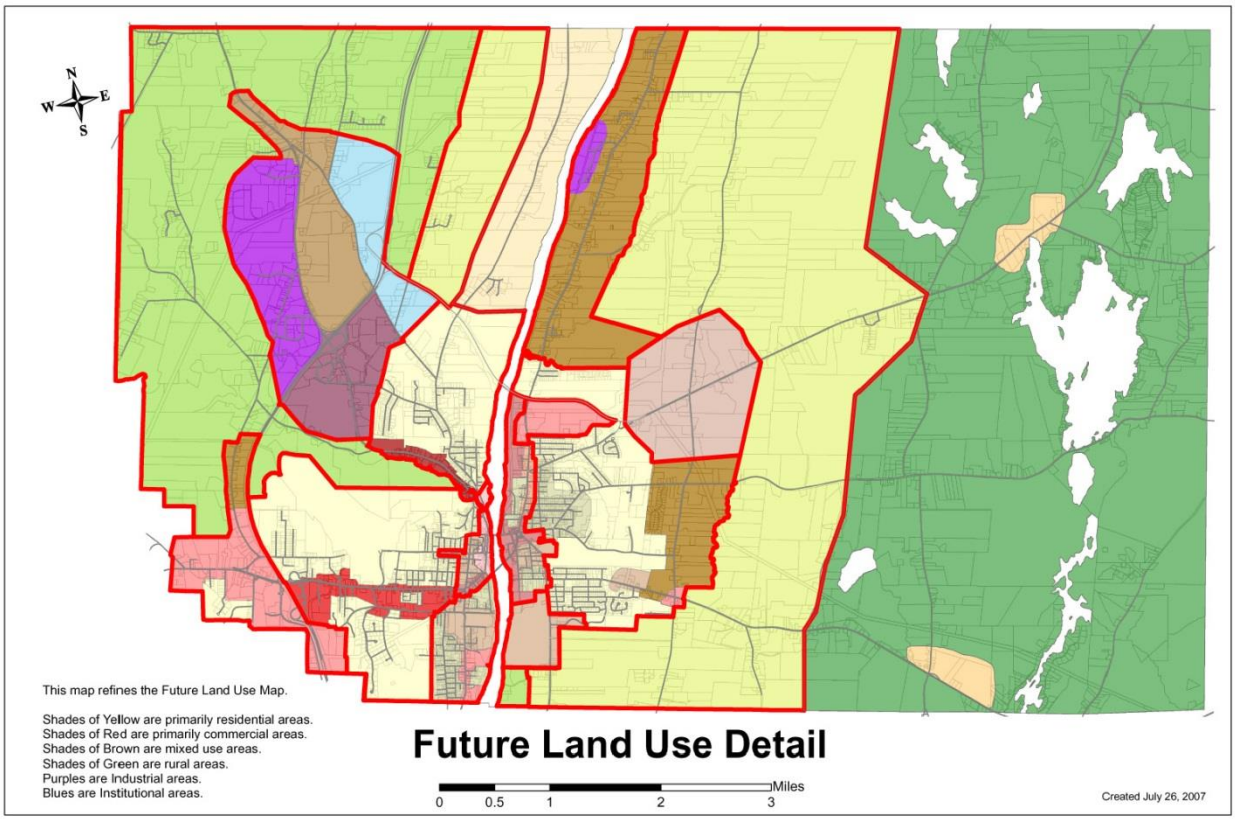
[] $150 **Application Fee** Paid. Received By (Initials):_____ Date:_____

[] $_____ **Abutter** Notification Fee Paid. Received By (Initials):_____ Date:_____

Application for rezoning of land for REWITS LLC.

Response to zoning questions:

1. The Comprehensive Plan maps show the project within the Growth Area, the area within which the majority of development in the City of Augusta should take place. The northern subdistrict of the Economic Growth area, noted on the Future Land Use Map, includes the existing industrial park and notes that "these non-residential uses should continue to be encouraged." The Future Land Use Detail map shows the rezoning request falls well within the Industrial Area, which extends to the west and north of Leighton Road.



2. As mentioned above the northern subdistrict of the Economic Growth area, noted on the Future Land Use Map, includes the existing industrial park and notes that "these non-residential uses should continue to be encouraged." The proposed rezoning and of the property use are consistent with land use patterns in an area that targeted for growth. Other businesses in the IA area include Harvey Industries, Allens Transfer and Storage, NRF Distributors, Time Warner Cable and Lavallee Chiropractic.

3. The existing zoning lines have already isolated some area properties (example Map 79-14). The changes requested by REWITS do not further isolate any properties. Additionally, all activities will take place on the current J.S. McCarthy building site. The intention is to square up all properties owned by REWITS LLC into one continuous IA zone, thereby minimizing our set back requirements within all of the property we own which will not affect any other residential properties. Any future development of the Leighton Road Properties will be severely restricted due set back requirements from Leighton Road, the pond on map 5A-32 and the brook that runs between the properties.

4. All public utilities, roads and services already in existence are adequate for the J.S. McCarthy building. The rezoning would not require any additional work in those areas.

5. J.S. McCarthy continues to grow in a printing industry that has been in major decline. We've been able to show positive growth and profitably each year by continuously investing in the latest technology available in our industry. We are currently ranked number 135 of the top 400 printing companies in the United States and we're recognized by our peers as leaders in innovation. This expansion along with the acquisition of specialized equipment will open new markets that will solidify a bright future for the company. Currently J.S. employs 194 people at our company with approximately 150 of them working in our Augusta plant. Seventy percent of our business comes from outside the State and is produced by our Augusta team. This rezoning and building addition will immediately provide six new jobs and establish our company in new markets that will create many more highly skilled positions to the Augusta area well into the future.

AUGUSTA

Map 5A

- Zoning
- Third Bridge

All Tie-in

Symbol_Size

- 10
- 15
- All Tie-in Divided
- Historical Lines
- All Sublots
- Stream Contours
- Map 5A Parcels
- Wetland
- Tie-in
- (10) Sublots Annotation

N W E S

PROPERTY MAP

CITY OF AUGUSTA

KENNEBEC COUNTY, MAINE

City of Augusta - Assessing Department

1 inch equals 200 feet

July 2015

5 A

JS McCarthy

The Lots identified are on City of Augusta Tax Map 5A.

Legend

Meadow Brook Rd

Leighton Rd

Lot 32

Lot 33

Hescock St

Lot 52

Lot 53

Lot 51

Darin Dr

Civic Center Dr

8

Anthony Ave

Google earth

© 2015 Google

N

500 ft

Rewits LLC
15 Darin Drive
Augusta, ME 04330

February 11, 2016

To Whom It May Concern:

REWITS LLC has hired Thayer Engineering of Farmingdale Maine as an agent to represent them for its rezoning request for the property's listed in our application. In addition, Thayer Engineer will be the agent of record for the proposed building addition request also by REWITS LLC.

Sincerely,

REWITS LLC
Member
Richard Tardiff

N

MAGNETIC NORTH

N/F
JULIEN CARRIER
&
ROLLANDE CARRIER
5987/314
RESIDENTIAL
(TM 79, LOT 20)

EASEMENT OF
J. S. MCCARTHY CO., INC.
8,424 S.F.±
9253/160

KENNEBEC SAVINGS
BANK
11677/190
COMMERCIAL
(TM 79, LOT 14)

BUILDING

EASEMENT OF
KENNEBEC SAVINGS BANK
4,542 S.F.±
4844/234

CIVIC CENTER DRIVE

REWITS
11734/347
1.3 ACRES±
607 LEIGHTON ROAD
RESIDENTIAL
(TM 5A, LOT 32)

POND

HOUSE

BARN

SHED

PROPOSED
DETENTION BASIN

PROPOSED BUILDING

PAVED
AREA

REWITS LLC
10934/177
13.34 ACRES±
FACTORY
15 DARIN DRIVE
LOTS 10 & 11
(TM 79, LOT 5A)

92,841 S.F. BUILDING

84,000 S.F. BUILDING
(2007 ADDITION)

31,485 S.F. BUILDING
(2011 ADDITION)

LOT 10

LOT 11

PAVED PARKING

PAVED PARKING

PD ZONE
IA ZONE

IA ZONE
PD ZONE

N/F
KENNEBEC SAVINGS BANK
9537/288
VACANT

N/F
CDA PROPERTIES, LLC
4483/227
COMMERCIAL

N/F
GGG ASSOCIATES
LIMITED PARTNERSHIP
4624/41
COMMERCIAL

MEADOW BROOK ROAD

ROAD

LEIGHTON

REWITS LLC
10946/37
1.5 ACRES±
RESIDENTIAL
589 LEIGHTON ROAD
(TM 5A, LOT 33)

HOUSE

SHED

BROOK

RR ZONE
IA ZONE

REWITS LLC
11068/313
1.5 ACRES±
VACANT
PORTION OF LOT 13
(TM 5A, LOT 52)

LOT 13

HESCOCK
STREET

REWITS LLC
11527/96
RESIDENTIAL
61 DARIN DRIVE
(TM 5A, LOT 51)

DUPLEX
APARTMENT
BUILDING

N/F
BOTTLING GROUP, LLC
8153/259 COMMERCIAL
(TM 5A, LOT 50)

DARIN DRIVE

50 25 0 50 100 150 200 FEET
GRAPHIC SCALE

PRELIMINARY NOT FOR CONSTRUCTION

THAYER
ENGINEERING COMPANY
Land Surveyors Civil Engineers Planners
17 Hasson Street Farmingdale, Maine 04344-1813
(207)582-7762 fax (207)582-8113 thayereng.com

SITE PLAN

J. S. MCCARTHY PRINTERS

15 DARIN DRIVE
AUGUSTA, MAINE

Date: FEBRUARY 12, 2016	Drawn by: NM	Chkd. by: EBT
Scale: 1" = 50'	Drawing # 1	Proj. # 001254

Kennebec Savings Bank
your community bank since 1870
Member FDIC

150 State Street, P.O. Box 50, Augusta, Maine 04332
Telephone: (207) 622-5801 Fax: (207) 626-2858
Website: www.kennebecsavings.com

February 11, 2016

Matt Nazar
Director of Development Services
City of Augusta
City Center Plaza
16 Cony Street
Augusta, Maine 04330

Mr. Nazar,

Kennebec Saving Bank was approached by Rick Tardiff of REWITS LLC in regards to their upcoming request for a zone change to their properties, some of which abut property own by KSB as shown on city tax map 79-14. Their request for a proposed change from RR to IA caused KSB to consider the same for the small pie shaped piece on the west end of our property. As you may know, our property is divided into three separate zone designations and changing the westerly piece for RR to IA would clean up what is an outdated zoning division of our property.

We request that KSB join REWITS with their application for a zoning change to the piece of property referenced and highlighted on the tax map attached. In addition, we acknowledge and agree that Elliot Thayer will act as agent for both parties for this request.

Thank you for your consideration in this matter.

Craig Garofalo
Senior Vice President &
Chief Operations Officer

AUGUSTA

INDUSTRIAL DRIVE

79-37
SNOW CONE PROPERTIES LLC
2.40 ac

79-36
STEPHENS
0.94 ac

79-34
VAN
2.50 ac

79-35
HANCE
0.72 ac

79-33
BAKER
1.00 ac

79-32
BAKER
0.69 ac

79-31
BICKFORD
0.69 ac

79-30
KDT
1.37 ac

79-29
SALVATION
0.69 ac

79-28
BEAN
2.06 ac

79-27
CROWE
0.69 ac

79-26A
DOS
10.67 ac

79-23
HUTCHINGS
0.90 ac

79-22
DUPLESSIS
1.59 ac

79-19
PATENAUDE
0.70 ac

79-18
ALLEN
1.25 ac

79-17
ALLEN
2.00 ac

79-16
POMERLEAU
9.00 ac

79-16A
LAVALLEE
1.38 ac

79-20
CARRIER
1.00 ac

79-14
KENNEBEC SAVINGS BANK
4.53 ac

79-13
SS REALTY LLC
0.84 ac

79-11
GGG ASSOCIATES LIM PARTNERSHIP
1.03 ac

79-1
DOSTIE
1.50 ac

79-2
BENNER
0.29 ac

79-3A
VEILLEUX
0.58 ac

79-3
DUPLESSIS
0.28 ac

79-4
ROY
0.27 ac

79-5
DOYON
0.15 ac

79-13A
KENNEBEC SAVINGS BANK
0.69 ac

PD IA RR

5 5A

ROAD LEIGHTON ROAD MEADOW BROOK ROAD HESCOCK STREET DARIN DRIVE CENTER DRIVE OLIVO DRIVE BLUE STAR AVENUE

Map 79

- Zoning
- Cemeteries
- Historical Lines
- Private ROW
- Proposed ROW
- Streams
- Sublots
- Parcels
- Water
- Wetland
- Tie-in
- (10) Sublots Annotation

N W E S

November 2015

PROPERTY MAP
CITY OF AUGUSTA
KENNEBEC COUNTY, MAINE
City of Augusta - Assessing Department
1 inch equals 100 feet

79

WARRANTY DEED

HARPER'S NORTH, LLC a Maine Limited Liability Company of Augusta, Kennebec County, Maine for consideration paid, grants **to KENNEBEC SAVINGS BANK** a Maine corporation organized and existing under the laws of the State of Maine with a mailing address of: 150 State Street, Augusta, Maine 04330, with **WARRANTY COVENANTS**, the land located in Augusta, Kennebec County, State of Maine, with any improvements thereon, more particularly bounded and described in **Exhibit A** attached hereto.

Certain lots or parcels of land, situated in Augusta, Kennebec County, Maine bounded and described as follows:

PARCEL ONE:
A certain lot or parcel of land with buildings thereon situated in said Augusta, bounded and described as follows:

Beginning at an iron pipe set in the westerly line of the new highway leading from Augusta to Belgrade, said pipe being two hundred sixty-nine and five tenths (269.5) feet northerly of the northeasterly corner of land conveyed by Fred Gabourie and Beatrice Gabourie to Gerard Levesque in 1955 by deed recorded in Kennebec County Registry of Deeds; thence running northerly on said westerly (formerly incorrectly called easterly) side line of said road two hundred ten (210) feet to another iron pipe; thence turning an interior angle of 110° 34' and running northwesterly two hundred fifty seven (257) feet to another iron pipe; thence South 32° 15' West two hundred (200) feet to another iron pipe; thence turning an interior angle of 85° 40' and running southeasterly two hundred ninety-three and seventy-five hundredths (293.75) feet to another iron pipe; thence turning an interior angle of 171° 35' and running southeasterly fifty-six and twenty-five hundredths (56.25) feet to the point of beginning. Subject to rights conveyed to Central Maine Power Company by instrument dated August 19, 1954 and recorded in Book 982, Page 353 Kennebec County Registry of Deeds.

PARCEL TWO:
A certain lot or parcel of land situated on the west side of the river in said Augusta, bounded and described as follows:

Beginning at an iron pipe on the easterly side of the Old Oakland Road, so-called, located at the northwesterly corner of land owned by Richard A. Duncan as recorded in Book 1526, Page 637, at the Kennebec County Registry of Deeds; thence North 50° 00' East along the easterly side of said Old Oakland Road two hundred (200) feet to an iron pipe; thence East 46° 24' East two hundred ninety and nine hundredths (290.09) feet to an iron pipe; thence North 64° 15' East fifty (50) feet to an iron pipe; thence East 65° 14' East three hundred sixty-nine and nine hundredths (369.09) feet to an iron pipe located at the northwesterly corner of land owned by Paul E. Dumas; thence South 34° 36' West along the westerly line of said Dumas two hundred (200) feet to an iron pipe located at his southwest corner; thence North 59° 47' West along the northerly line of land now or formerly owned by Earl C. Wyman heirs and land of Richard A. Duncan four hundred sixty-six (466) feet to an old iron pipe; thence North 59° 15' West along the northerly line of land owned by Richard A. Duncan two hundred sixty-four and eighty-five hundredths (264.85) feet to the iron pipe at the point of beginning.

PARCEL THREE:
A certain lot or parcel of land with buildings thereon situated in said Augusta, bounded and described as follows:

Beginning at a point on the west side of the State Highway to Belgrade and said point being four hundred seventy-nine and five tenths (479.5) feet northerly of Lot #3 according to Plan on file in Kennebec County Registry of Deeds, Plan Book 20, Page 79; thence westerly at an angle of 110° 34' a distance of two hundred fifty-seven (257) feet; thence northerly at 109° 31' in a line parallel to the road a distance of one hundred fourteen (114) feet; thence at a right angle in an easterly direction two hundred forty-two and two tenths (242.2) feet to the road; thence southerly along the road a distance of two hundred (200) feet to the point of beginning, said road line being at an angle of 70° 29' with the first described line.

PARCEL FOUR:
A certain lot or parcel of land with any buildings thereon situated on the southeasterly side of Oakland Road, so-called, in Augusta, bounded and described as follows:

Beginning at a 1-inch iron pipe found at a northerly corner of said land now or formerly of Pamphile N. Dostie and Corinne B. Dostie, conveyed or to be conveyed to said Northpark Properties, Inc. and the southerly corner of said land now or formerly of Dominic T. Giordano and Deborah J. Giordano, being the easterly corner of Parcel 1 hereinabove described; thence South 83° 09' 36" East along the southerly line of said land now or formerly of Dominic T. Giordano and Deborah J. Giordano a distance of one hundred thirty-one and forty-five hundredths (131.45) feet to a ¾ inch iron rod set capped "Thayer Engineering Company" and the southeasterly corner of said land of Dominic T.Giordano and Deborah J.Giordano; thence South 83° 12' 04" East along a southerly line of land being retained by the Pomerleau Family Trust, reference deed recorded in said Registry of Deeds at Book 1826, Page 270, a distance of two hundred twenty-five and ninety-two hundredths (225.92) feet to the northwesterly corner of land now or formerly of Julien Carrier and Rollande Carrier reference deed recorded in said Registry of Deeds at Book 1623, Page 65, conveyed or to be conveyed to said

Northpark Properties, Inc., said corner being South 25° 57' 45" East and one and twenty-six hundredths (1.26) feet from an iron pipe found; thence South 09° 45' 49" West along the westerly line of said land now or formerly of Julien Carrier and Rollande Carrier, conveyed or to be conveyed to said Northpark Properties, Inc., a distance of one hundred fourteen (114) feet to the northeasterly line of other land now or formerly of Pamphile N. Dostie and Corinne B. Dostie, reference deed recorded in said Registry of Deeds at Book 2256, Page 24, conveyed or to be conveyed to said Northpark Properties, Inc.; thence N 60° 43' 11" West along the northeasterly line of said other land now or formerly of Pamphile N. Dostie and Corinne B. Dostie conveyed or to be conveyed to said Northpark Properties, Inc., a distance of fifty-two hundredths (0.52) feet to an iron pipe found and the northeasterly corner of said first mentioned land of Pamphile N.Dostie and Corinne B. Dostie, conveyed or to be conveyed to said Northpark Properties, Inc.; thence North 65° 14' 45" West along a northeasterly line of said first mentioned land now or formerly of Pamphile N. Dostie and Corinne B. Dostie, conveyed or to be conveyed to said Northpark Properties, Inc., a distance of three hundred sixty-eight and ninety-six hundredths (368.96) feet to the point of beginning containing 20,325 square feet, more or less. Bearings are based on a magnetic north observation as referenced on said plan entitled "Plan of Standard Boundary Survey, Dominic T., II and Deborah J. Giordano, Oakland Road, Augusta, Maine," dated April 1999 by Thayer Engineering Company, Inc., Farmingdale,Maine.

Meaning and intending to convey premises described in deed of Gardiner Savings Institution, FSB to Harper's North, LLC dated March 21, 2002 and recorded in Book 6885, Page 315 Kennebec County Registry of Deeds.

PARCEL FIVE:

Beginning on the southeasterly right of way line of said Oakland Road at a ¾ inch iron rod set capped "Thayer Engineering Company" at a northerly corner of land now or formerly of one Pamphile N. Dostie and Corinne B. Dostie, reference deed recorded in Kennebec County Registry of Deeds in Book 2451, Page 281, conveyed or to be conveyed to said Northpark Properties, Inc., and the westerly corner now or formerly of one Dominic T. Giordano and Deborah J. Giordano, reference deed recorded in said Registry of Deeds in Book 5942, Page 17, all as shown on a plan entitled "Plan of Standard Boundary Survey, Dominic T., II and Deborah J. Giordano, Oakland Road, Augusta, Maine," dated April 1999 by Thayer Engineering Company, Inc., Farmingdale, Maine; thence S 54° 65' 07" E along the southwesterly line of said land of Dominic T. Giordano and Deborah J. Giordano a distance of 311.46 feet to a 1-inch iron pipe found and a northerly corner of said land now or formerly of Pamphile N. Dostie and Corinne B. Dostie, conveyed or to be conveyed to said Northpark Properties, Inc.,; thence S 64° 50' 15" W along a northwesterly line of said land now or formerly of Pamphile N. Dostie and Corinne B. Dostie, conveyed or to be conveyed to said Northpark Properties, Inc., a distance of 50.00 feet; thence N 46° 18' 27" W along a northeasterly line of said land now or formerly of Pamphile N. Dostie and Corinne B. Dostie conveyed or to be conveyed to said Northpark Properties, Inc. a distance of 289.91 feet to the point of beginning. Containing 6,760 square feet, more or less.

Meaning and intending to convey premises described in Quitclaim Deed from Harper's North, LLC to Harper's North, LLC dated February 19, 2003 and recorded in Book 7284, Page 185, Kennebec County Registry of Deeds.

The above-described premises are conveyed subject to an easement deed to J.S. McCarthy Co dated February 2007, recorded in Book 9253, Page 160 of said Registry of Deeds and an easement deed to Kennebec Savings Bank dated March 14, 2008 recorded in Book 9735, Page 41. Also subject to a Maine DEP Stormwater Management Order dated September 23, 199, recorded in Book 6073, Page 29.

IN WITNESS whereof, the said Harper's North, LLC has caused this instrument to be executed by Kevin Mattson, its duly authorized officer, this 30th day of April, 2014.

HARPER'S NORTH, LLC

By:_____
Kevin Mattson
Its:

STATE OF MAINE
COUNTY OF KENNEBEC

April 30, 2014

Personally appeared the above-named Kevin Mattson and acknowledged the signing of the foregoing instrument to be his free act and deed in his said capacity.

Before me,

_____
Notary Public
(print name below line)

LD/t/t-3827

MARY A. DENISON
NOTARY PUBLIC
AS ATTORNEY AT LAW
4 M.R.S.A. § 1056
MY COMMISSION DOES NOT EXPIRE

Doc # 2012000566
Book 10934 Page 0177

Received Kennebec SS.
01/09/2012 8:08AM
Pages 5 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

NO TRANSFER TAX PAID

QUITCLAIM WITH COVENANT DEED

J.S. McCARTHY CO., INC., a Maine Corporation with its principal place of business at Augusta, Kennebec County, Maine for consideration paid, grants to **REWITS LLC**, a Maine limited liability company, with its principal place of business at Augusta, Maine, and having a mailing address of 15 Darin Drive, Augusta, Maine 04330-9479, with

QUITCLAIM COVENANT,

A certain lot or parcel of land with buildings thereon located on the northerly side of Darin Drive, in Augusta, Kennebec County, Maine bounded and described as follows:

Lots 10 and 11 as shown on a plan entitled "PLAN OF THE AUGUSTA BUSINESS PARK, AUGUSTA, MAINE," by O.G. Coulling, City Engineer, dated July 1977, filed in the Kennebec County Registry of Deeds on June 2, 1978 under filing No. E78063. Said lots are bounded on the East by property now or formerly of Thibeau, Pepin, Robinson and Bumford; on the South by Darin Drive, on the West by a brook and property now or formerly of Duncan and on the North by property now or formerly of Dostie Bros., Inc., and Dumas.

Said property is subject to the following restrictions binding on the Grantee, its successors and assigns:

1. Said premises shall be restricted to be used by the Grantee, its successors and assigns, solely for the manufacture, storage, distribution, repair, processing and sale of goods and equipment of any kind or nature and office uses associated with any of the foregoing, unless other uses are first approved in writing by the Cushnoc Board of Trade, which approval shall not be unreasonably withheld or delayed.

2. The exterior design of any and all buildings shall be first approved by Cushnoc Board of Trade, but such approval shall not be unreasonably withheld and shall be deemed to have been granted unless written objection shall have been delivered to Grantee on or prior to the thirtieth day following the date a proposed written design shall have been furnished to Cushnoc Board of Trade.

3. All plans pertaining to building and site design, including layout, parking capacity, landscaping, signs, light standards and subsequent alterations and additions are subject to review and approval, prior to implementation by the Architectural Review Committee of the Cushnoc Board of Trade. Entire area to be landscaped as approved. All such reviews and approvals shall be deemed to have been given unless written objection shall have been delivered to Grantee on

(5) H&L

or prior to the thirtieth day following the date any such written plans have been submitted to said Architectural Review Committee.

4. Said premises shall be attractively landscaped with the entire area being used for building, parking, lawn or ornamental trees.

5. Building lines shall be maintained at minimum distances of twenty (20) feet from any street lines and ten (10) feet from side lines and rear lines of said property.

6. Any building constructed on said lot shall be closed in within one year from the start of construction unless prevented from doing so by strikes, acts of God or other circumstances beyond the control of the Grantee, its successors or assigns.

7. All parking lots, driveways, and walks are to be surfaced with bituminous concrete, concrete, brick or approved equal material.

8. All utilities shall be underground, excepting pad mount transformers, telephone terminal boxes, access hatch to pumping station and lighting standards.

9. All trash, garbage, and debris of every kind shall be stored indoors until such time as it is to be collected for disposal unless such material is fully screened from the vision of other property owners.

10. No flashing, blinking or rotating signs shall be permitted outdoors on said premises. The location and contents of any outside sign shall be subject to the approval of the Architectural Review Committee of the Cushnoc Board of Trade, but such approval shall not be unreasonably withheld. No sign or structure shall be located within ten (10) feet of the right of way line.

11. Open storage and any use or operation which is detrimental or objectionable by reason of noise, odor, vibration, smoke or hazardous nature is prohibited.

12. Any subsequent purchaser must be bound by all things the original purchaser was bound by.

13. Permission for future adjustments and minor variances which are not detrimental to the park are subject to the decision and exclusive enforcement rights of the Architectural Review Committee of the Cushnoc Board of Trade.

14. No building site shall be resubdivided until a plan for such proposed resubdivision shall have been submitted to and approved by the Cushnoc Board of Trade in writing.

15. Excepting and reserving to the Grantor, its successors and assigns, the right

to lay and maintain water, sewer and utility lines underground across said premises at such location as will not interfere with any building to be constructed on said premises.

16. Excepting and reserving to the Grantor, its successors or assigns, an easement ten (10) feet wide on said premises along any adjacent street to be used for underground utility and sewer purposes, and installation of surface transformers, terminal boxes or switch gear.

17. The Grantee agrees to construct a facility as proposed on said premises with construction to commence within one year of the date hereof. If it is not so built, the Grantor reserves the option to buy back the premises at the price sold to the Grantee.

Being the same premises conveyed to J.S. McCarthy Co., Inc. by deed of Cushnoc Board of Trade dated October 31, 1986 and recorded at Book 3048, Page 279 Kennebec County Registry of Deeds.

TOGETHER with a drainage easement on a certain lot or parcel of land situate northeasterly of Darin Drive, so-called, and westerly of Civic Center Drive, so-called, in the City of Augusta, Kennebec County, State of Maine, said easement to allow for the construction, use, maintenance, repair and reconstruction of a storm water detention/treatment system labeled "NEW SOIL FILTER" on a plan entitled "Site Plan, J. S. McCarthy Printers, 15 Darin Drive, Augusta, Maine," dated January 12, 2007, revised January 17, 2007, by Thayer Engineering Company, Inc., Farmingdale, Maine, hereinafter called the "McCarthy plan," said easement being bounded and described as follows:

Commencing at the westerly corner of said land of Harper's North, LLC on the northeasterly line of land now or formerly of Richard A. Duncan and Marlene R. Duncan, reference deed recorded in said Registry of Deeds in Book 1526, Page 637, all as shown on the McCarthy plan; thence S 59° 15' 00" E along the northeasterly line of said land of Richard A. Duncan and Marlene R. Duncan a distance of 62.43 feet; thence S 59° 47' 00" E along the northeasterly line of said land of Richard A. Duncan and Marlene R. Duncan and along the northeasterly line of said land of J. S. McCarthy Co., Inc., a distance of 83.71 feet to the point of beginning of the easement; thence N 77° 57' 39" E crossing said land of Harper's North, LLC a distance of 62.31 feet; thence S 87°09' 50" E crossing said land of Harper's North, LLC a distance of 103.27 feet; thence S 14° 19' 51" W crossing said land of Harper's North, LLC a distance of 77.13 feet; thence S 40° 38' 56" E crossing said land of Harper's North, LLC a distance of 46.40 feet to the northeasterly line of said land of J. S. McCarthy Co., Inc.; thence N 59° 47' 00" W along the northeasterly line of said land of J. S. McCarthy Co., Inc. a distance of 202.77 feet to the point of beginning, containing 8,424 square feet, more or less.

Bearings are based on a magnetic north observation as shown on the McCarthy plan.

Also granted is the right to increase storm water runoff that will result from a proposed building expansion on land of J. S. McCarthy Co., Inc., reference deed recorded in Kennebec County Registry of Deeds in Book 3048, Page 279; to allow for an outlet pipe and riprap apron to be constructed from the northerly side of said drainage easement and storm water detention/treatment system into the existing storm water detention pond on land of Harper's North, LLC, reference deed recorded in said Registry of Deeds in Book 6885, Page 315; and a temporary easement for the construction of the storm water detention/treatment system.

The above described rights and easements shall be appurtenant to land of J.S. McCarthy Co., Inc., as described in said deed recorded in Book 3048, Page 279.

Being the easement granted to J.S. McCarthy Co., Inc. by Easement deed of Harper's North, LLC, dated February 12, 2007 and recorded in Book 9253, Page 160 Kennebec County Registry of Deeds.

SUBJECT to an easement for any and all purposes other than the placement of buildings thereon but expressly including the right to pave surfaces, disturb the soil, install utilities, and make any other improvements, on, over and under the following described parcel (the "Easement Area") situated westerly of Civic Center Drive, so-called, in the City of Augusta, County of Kennebec, and State of Maine, bounded and described as follows: a certain lot or parcel of land situate westerly of Civic Center Drive, so-called, in the City of Augusta, Kennebec County, State of Maine, being bounded and described as follows:

Beginning at the easterly corner of land of J.S. McCarthy Co., Inc., reference deed recorded in Kennebec County Registry of Deeds in Book 3048, Page 279, at the northerly corner of land now or formerly of Greely Associates, LLC, reference deed recorded in said Registry of Deeds in Book 9413, Page 342, on the southwesterly line of land now or formerly of Harper's North, LLC, reference deed recorded in said Registry of Deeds in Book 6885, Page 315; thence N 59°48' 35" W along the southwesterly line of said land of Harper's North, LLC a distance of 43.77 feet; thence S 28° 15' 33" W along a southeasterly line of land being retained by J.S. McCarthy Co., Inc., a distance of 208.57 feet to the westerly corner of said land of Greely Associates, LLC; thence N 40° 11' 12" E along the northwesterly line of said land of Greely Associates, LLC a distance of 211.66 feet to the point of beginning, containing 4,562 square feet, more or less.

Bearings are based on a 1977 magnetic north observation.

The above description is based on documents of record and is not based a current boundary survey.

This easement shall be appurtenant to land of Kennebec Savings Bank located adjacent to the Easement Area and further described in that certain deed of Greeley Associates, LLC dated October 3, 2007 recorded in Book 9527, Page 268 of the Kennebec County Registry of Deeds. Being the easement deed granted by J.S. McCarthy

Co., Inc., to Kennebec Savings Bank, dated December 17, 2007 and recorded in Book 9599, Page 224 Kennebec County Registry of Deeds.

Subject to (i) a certain Mortgage and Security Agreement to TD Banknorth, N.A., dated July 27, 2007, recorded at Book 9442, Page 125, and (ii) a certain Mortgage, Security Agreement and Financing Statement from JSM to Peoples Heritage Bank dated April 28, 2000, and recorded in the Kennebec County Registry of Deeds at Book 6194, Page 181, as amended by First Amendment to Mortgage Deed, Security Agreement and Financing Statement dated July 27, 2007, recorded at Book 9442, Page 166; and (iii) a certain Assignment of Leases and Rents to TD Banknorth, N.A., dated July 27, 2007, recorded at Book 9442, Page 160 Kennebec County Registry of Deeds.

IN WITNESS WHEREOF, J.S. McCarthy Co., Inc., has caused this instrument to be signed and sealed in its corporate name by Conrad L. Ayotte, its Vice President, thereunto duly authorized this 30th day of December, 2011.

J.S. McCarthy Co., Inc.

By: _____
Conrad L. Ayotte
Its Vice President

STATE OF MAINE
COUNTY OF KENNEBEC

December 30, 2011

Personally appeared the above-named **Conrad L. Ayotte, Vice President of J.S. McCarthy Co., Inc.**, and acknowledged the signing of the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public
(Type or print name below line)

HL/t/t-3104

JUDITH A. HANSEN
Notary Public-Maine
My Commission Expires
November 17, 2018

SEAL

BK3048PG 279

Know All Men By These Presents,

That Cushnoc Board of Trade, a Maine corporation with its principal place of business at Augusta, in the County of Kennebec and State of Maine,

TRANSFER TAX PAID

25098

in consideration of one dollar and other valuable considerations,

paid by J. S. McCarthy Co., Inc., a Maine corporation with its principal place of business at said Augusta,

the receipt whereof it *does hereby acknowledge, does hereby* give, grant, bargain, sell and convey *unto the said* J. S. McCarthy Co., Inc., its successors ~~heirs~~ *and assigns forever,*

a certain lot or parcel of land located on the northerly side of Darin Drive, in said Augusta, bounded and described as follows:

Lots 10 and 11 as shown on a plan entitled "PLAN OF THE AUGUSTA BUSINESS PARK, AUGUSTA, MAINE," by O. G. Coulling, City Engineer, dated July 1977, filed in the Kennebec County Registry of Deeds on June 2, 1978 under filing No. 878063. Said lots are bounded on the east by property now or formerly of Thibeau, Pepin, Robinson and Bumford; on the south by Darin Drive, on the west by a brook and property now or formerly of Duncan and on the north by property now or formerly of Dostie Bros., Inc. and Dumas.

Said property is subject to the following restrictions binding on the Grantee, its successors and assigns:

1. Said premises shall be restricted to be used by the Grantee, its successors and assigns, solely for the manufacture, storage, distribution, repair, processing and sale of goods and equipment of any kind or nature and office uses associated with any of the foregoing, unless other uses are first approved in writing by the Cushnoc Board of Trade, which approval shall not be unreasonably withheld or delayed.

2. The exterior design of any and all buildings shall be first approved by Cushnoc Board of Trade, but such approval shall not be unreasonably withheld and shall be deemed to have been granted unless written objection shall have been delivered to Grantee on or prior to the thirtieth day following the date a proposed written design shall have been furnished to Cushnoc Board of Trade.

3. All plans pertaining to building and site design, including layout, parking capacity, landscaping, signs, light standards and subsequent alterations and additions are subject to review and approval, prior to implementation by the Architectural Review Committee of the Cushnoc Board of Trade. Entire area to be landscaped as approved. All such reviews and approvals shall be deemed to have been given unless written objection shall have been delivered to Grantee on or prior to the thirtieth day following the date any such written plans have been submitted to said Architectural Review Committee.

4. Said premises shall be attractively landscaped with the entire area being used for building, parking, lawn or ornamental trees.

5. Building lines shall be maintained at minimum distances of twenty (20) feet from any street lines and ten (10) feet from side lines and rear lines of said property.

6. Any building constructed on said lot shall be closed in within one year from the start of construction unless prevented from doing so by strikes, acts of God or other circumstances beyond the control of the Grantee, its successors or assigns.

BK3048PG 281

To Have and to Hold *the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said* J. S. McCarthy Co., Inc. its successors *and assigns, to* its *and their use and behoof forever.*

And it *does COVENANT with the said Grantee* , its successors *and assigns, that* it is *lawfully seized in fee of the premises that they are free of all encumbrances:*

that it has *good right to sell and convey the same to the said Grantee to hold as aforesaid; and that* it *and* its successors *shall and will WARRANT and DEFEND the same to the said Grantee* , its successors *and assigns forever, against the lawful claims and demands of all persons.*

In Witness Whereof, it, the said Cushnoc Board of Trade, by its officer hereunto duly authorized, has caused this instrument to be signed in its corporate name and its corporate seal affixed on

this 31st *day of* October *in the year of our Lord one thousand nine hundred and* eighty-six.

Signed, Sealed and Delivered
in presence of S-6709

Cushnoc Board of Trade
By: H. Alan Timm
H. Alan Timm
Its President

State of Maine,
County of Kennebec, } ss. Oct 31 1986

Personally appeared the above named H. Alan Timm, its President, *and acknowledged the above instrument to be* the *free act and deed* of said corporation, and his free act and deed in his said capacity.

SEAL

Before me,

Notary Public
CHARLES E. McRESFORD

RECEIVED KENNEBEC SS.
1986 OCT 31 AM 11:23
RECORDED FROM ORIGINAL

7. All parking lots, driveways, and walks are to be surfaced with bituminous concrete, concrete, brick or approved equal material.

8. All utilities shall be underground, excepting pad mount transformers, telephone terminal boxes, access hatch to pumping station and lighting standards.

9. All trash, garbage, and debris of every kind shall be stored indoors until such time as it is to be collected for disposal unless such material is fully screened from the vision of other property owners.

10. No flashing, blinking or rotating signs shall be permitted outdoors on said premises. The location and contents of any outside sign shall be subject to the approval of the Architectural Review Committee of the Cushnoc Board of Trade, but such approval shall not be unreasonably withheld. No sign or structure shall be located within ten (10) feet of the right-of-way line.

11. Open storage and any use or operation which is detrimental or objectionable by reason of noise, odor, vibration, smoke or hazardous nature is prohibited.

12. Any subsequent purchaser must be bound by all things the original purchaser was bound by.

13. Permission for future adjustments and minor variances which are not detrimental to the park are subject to the decision and exclusive enforcement rights of the Architectural Review Committee of the Cushnoc Board of Trade.

14. No building site shall be resubdivided until a plan for such proposed resubdivision shall have been submitted to and approved by the Cushnoc Board of Trade in writing.

15. Excepting and reserving to the Grantor, its successors and assigns, the right to lay and maintain water, sewer and utility lines underground across said premises at such location as will not interfere with any building to be constructed on said premises.

16. Excepting and reserving to the Grantor, its successors or assigns, an easement ten (10) feet wide on said premises along any adjacent street to be used for underground utility and sewer purposes, and installation of surface transformers, terminal boxes or switch gear.

17. The Grantee agrees to construct a facility as proposed on said premises with construction to commence within one year of the date hereof. If it is not so built, the Grantor reserves the option to buy back the premises at the price sold to the Grantee.

Meaning and intending hereby to convey a portion of the premises conveyed to this Grantor by deed of Evelyn Jackson, et al. recorded in said Kennebec Registry in Book 1664, Page 135.

Doc # 2013026323
Book 11527 Page 0096

Received Kennebec SS.
10/01/2013 9:25AM
Pages 2 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

TRANSFER TAX PAID

CORPORATE WARRANTY DEED

YELLOWSTONE ENTERPRISES, LLC, a Maine Limited Liability Corporation organized and existing under the laws of the State of Maine and located in Augusta, Kennebec County, Maine, for consideration paid, grants to **REWITS LLC**, of 15 Darin Drive, Augusta, ME 04330, its successors and assigns forever, *with warranty covenants,*

A certain lot or parcel of land, with buildings thereon, situated in Augusta, in the County of Kennebec and State of Maine, bounded and described as follows:

Lying easterly of the Oakland Road, so-called, beginning at the southeast corner of land, now or formerly owned by Mary Elsie Lyon, where the brook intersects the north line of land, now or formerly of Ellura Knowles; thence running easterly to the north line of land, now or formerly of said Knowles 250 feet; thence running northerly at right angles 125 feet; thence running westerly at right angles 200 feet, more or less, to said brook; thence running southerly along said brook to the point of beginning.

Also conveying a certain lot or parcel of land situated in Augusta, County of Kennebec, State of Maine, bounded and described as follows:

Beginning at a point on the westerly side of Darin Drive opposite station 11+37.44; thence North 61° 00' West 13.53 feet to the southeast corner of land of Avit Dostie, described in the deed recorded in Book 1500, Page 140; thence from the southeast corner North 19° 35' East 125.52 feet to Dostie's northeast corner; thence South 57° 45' East 34.12 feet along Dostie's northerly line extended to the westerly line of Darin Drive; thence continuing South 29° West 121.89 feet along the westerly line of Darin Drive to the point of beginning.

The grantee agrees to the following restrictions upon this parcel of land herein described and also upon the land as described in Book 1500, Page 140.

1. Said premises shall be attractively landscaped with the entire area being used for building, parking, lawn or ornamental trees.

2. Building lines shall be maintained at minimum distances of 20 feet from any street line and 10 feet from side lines and real lines of said property.

3. All utilities shall be underground, excepting pad mount transformers, telephone terminal boxes, access hatch to pumping station and lighting standard.

@ Lake & Denison

4. All trash, garbage, and debris of every kind shall be stored indoors until such time as it is to be collected for disposal unless such material is fully screened from the vision of other property owners.

5. No flashing, blinking or rotating signs shall be permitted outdoors on said premises. The location and contents of any outside sign shall be subject to the approval of the Architectural Review Committee of the Cushnoc Board of Trade, but such approval shall not be unreasonably withheld. No sign or structure shall be located within 10 feet of the right-of-way line. Signs will be permitted attached to building.

6. Excepting and reserving to Cushnoc Board of Trade, an easement of 10 feet wide on said premises along any adjacent street to be used for underground utility purposes, and installation of surface transformers, terminal boxes or switch gear.

The grantee further agrees to the grading and sloping as delineated on plans filed in the City Engineer's office.

Meaning and intending to convey a portion of the premises conveyed from Cecile M. Levesque to Yellowstone Enterprises, LLC by deed dated September 10, 2009 and recorded in the Kennebec County Registry of Deeds at Book 10211, Page 70.

IN WITNESS WHEREOF, the said **YELLOWSTONE ENTERPRISES, LLC** has caused this instrument to be signed in its name by Cecile M. Levesque, its member, thereunto duly authorized, this 27th day of September, two thousand and thirteen.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

YELLOWSTONE ENTERPRISES, LLC

By: Cecile M. Levesque
Cecile M. Levesque
Its: Member

STATE OF MAINE
County of Kennebec

September 27, 2013

Then personally appeared the above named Cecile M. Levesque, Member as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in said capacity, and the free act and deed of said Yellowstone Enterprises, LLC.

Before me,

Notary Public
(Type or Print Name)

SEAL

R. HOWARD LAKE
Notary Public, Maine
My Commission Expires November 8, 2013

LD/wka/T-3760

CORRECTIVE

DEED OF SALE BY PERSONAL REPRESENTATIVE

MARION DESROSIER of Augusta, Kennebec County, Maine, duly appointed and acting Personal Representative of the **Estate of DORIS PATTERSON**, deceased (testate), as shown by the probate records of Kennebec County, Maine, (and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale) by the power conferred by the Probate Code, and every other power, for consideration paid grants to **BROOKE S. JANSEN** of 1081 Palm Avenue, North Fort Myers, FL 33903

The real property in Augusta, County of Kennebec, Maine, described as follows:

A certain lot or parcel of land with buildings thereon, if any, situated in Augusta, Kennebec County, State of Maine, bounded and described as follows:

Beginning at a point on the easterly side of the State Road known as the Oakland Road, said point being at the southwesterly corner of land of George S. Scott; thence running easterly along said Scott's south line to a brook; thence running southerly along said brook to a northwesterly corner of land of W.S. Knowles; thence running westerly along said Knowles' north line to the said Oakland Road; thence running northerly along said road to the point of beginning. Meaning and intending to convey a parcel of land of about one-half (1/2) acre, more or less.

Being the same premises conveyed to Clarence L. Patterson and Doris L. Patterson by joint tenancy warranty deed of Frank E. Lyon, dated August 26, 1935 and recorded in Book 710, Page 387 Kennebec County Registry of Deeds. Clarence L. Patterson died December 22, 1991, survived by Doris Patterson, as surviving joint tenant.

The purpose of this deed is to correct and supplement the deed of Doris Patterson to Brooke S. Jansen, the Grantee herein, dated November 5, 2001 and recorded in Book 6689, Page 118 Kennebec County Registry of Deeds, which erroneously omitted the above-described parcel, to include said parcel. Doris Patterson died February 7, 2010.

Witness my hand and seal this 28 day of December, 2011.

Estate of Doris Patterson

By: Marion Dearsier
Marion ~~Dearsier~~ DEARSIER, Personal Representative

State of Maine
County of Kennebec

December 28 2011

Personally appeared the above named Marion Dearsier, Personal Representative of the Estate of Doris Patterson, and individually, and acknowledged the aforegoing to be her free act and deed.

Before me,

Notary Public

(Type or print name)

HL/t/t-3533

TERRY L. BERRY
NOTARY PUBLIC
STATE OF MAINE
COMMISSION EXPIRES: SEPTEMBER 27, 2015

WARRANTY DEED

BROOKE S. JANSEN of North Fort Myers, Florida, for consideration paid, grants to **MURETS LLC**, a Maine Limited Liability Company organized and operating under the laws of the State of Maine with an address of : 258 Main Street, Winthrop, ME 04364, with **WARRANTY COVENANTS,**

Certain lots or parcels of land with buildings thereon, if any, situated in Augusta, Kennebec County, State of Maine, bounded and described as follows:

PARCEL ONE:
Beginning at a point on the easterly side of the State Road known as the Oakland Road, said point being at the southwesterly corner of land of George S. Scott; thence running easterly along said Scott's south line to a brook; thence running southerly along said brook to a northwesterly corner of land of W.S. Knowles; thence running westerly along said Knowles' north line to the said Oakland Road; thence running northerly along said road to the point of beginning. Meaning and intending to convey a parcel of land of about one-half (1/2) acre, more or less.

Parcel One being the same premises described in Corrective Deed of Sale by Personal Representative of the Estate of Doris Patterson, dated December 22, 2011 and recorded immediately prior to this instrument at the Kennebec County Registry of Deeds.

PARCEL TWO:
A certain lot or parcel of land on the easterly side of the Oakland Road, so-called, bounded and described as follows:

Beginning at a point on said road, said point being at the northwest corner of land now or formerly owned by Clarence Patterson and Doris L. Patterson; thence running northerly along said road a distance of seventy (70) feet; thence running easterly to a brook on the land of Frank E. Lyon; thence running south and east along said brook on said Lyon's land to the land now or formerly of the said Clarence Patterson and Doris L. Patterson; thence running westerly along the northerly line of the land now or formerly of the said Clarence Patterson and Doris L. Patterson to the point of beginning on the Oakland Road.

PARCEL THREE:
A certain lot or parcel of land situated on the westerly side of the Kennebec River on the easterly side of the Oakland Road, so-called, bounded and described as follows:

Beginning at a point at the southwest corner of land on the easterly side of said road three hundred four (304) feet from the southwest corner of land now or formerly of one Gaboury, upon said land, it being also the southwest corner of land deeded by Flora L. Scott to Flora M. Tillson; thence along the southerly line of said Tillson's land to a brook, said point being the southeast corner of the land conveyed to said Tillson; thence southerly to the northeast corner of land now or formerly owned by Clarence L. Patterson and Doris Patterson; thence along their northerly line in a westerly direction to aforesaid Road to a point one hundred seven (107) feet distant from the point of beginning; thence along the easterly side of said Road one hundred seven (107) feet to the point of beginning.

Parcels Two and Three being the same premises described in deed of Doris Patterson to Brooke S. Jansen, dated November 5, 2001 and recorded in Book 6689, Page 118 Kennebec County Registry of Deeds.

WITNESS my hand and seal this 9 day of January, 2012.

Brooke S. Jansen

STATE OF FLORIDA
COUNTY OF LEE

January 9 2012

Personally appeared the above named Brooke S. Jansen and acknowledged the foregoing instrument to be her free act and deed.

Before me, THOMAS HAROLD CHAPMAN
Notary Public
(Type or Print Name Below Line)

HL/t/t-3533

THOMAS HAROLD CHAPMAN
MY COMMISSION # EE139725
EXPIRES October 20, 2015
(407) 398-0153 FloridaNotaryService.com

WARRANTY DEED

MURETS LLC a Maine Limited Liability Company organized and operating under the laws of the State of Maine for consideration paid, grants to **REWITS LLC**, a Maine limited liability company with its principal place of business at Augusta, Maine and having a mailing address of 15 Darin Drive, Augusta, ME 04330-9479, with **WARRANTY COVENANTS**

Certain lots or parcels of land with buildings thereon, if any, situated in Augusta, Kennebec County, State of Maine, bounded and described as follows:

PARCEL ONE:
Beginning at a point on the easterly side of the State Road known as the Oakland Road, said point being at the southwesterly corner of land of George S. Scott; thence running easterly along said Scott's south line to a brook; thence running southerly along said brook to a northwesterly corner of land of W.S. Knowles; thence running westerly along said Knowles' north line to the said Oakland Road; thence running northerly along said road to the point of beginning. Meaning and intending to convey a parcel of land of about one-half (1/2) acre, more or less.

PARCEL TWO:
A certain lot or parcel of land on the easterly side of the Oakland Road, so-called, bounded and described as follows:

Beginning at a point on said road, said point being at the northwest corner of land now or formerly owned by Clarence Patterson and Doris L. Patterson; thence running northerly along said road a distance of seventy (70) feet; thence running easterly to a brook on the land of Frank E. Lyon; thence running south and east along said brook on said Lyon's land to the land now or formerly of the said Clarence Patterson and Doris L. Patterson; thence running westerly along the northerly line of the land now or formerly of the said Clarence Patterson and Doris L. Patterson to the point of beginning on the Oakland Road.

PARCEL THREE:
A certain lot or parcel of land situated on the westerly side of the Kennebec River on the easterly side of the Oakland Road, so-called, bounded and described as follows:

Beginning at a point at the southwest corner of land on the easterly side of said road three hundred four (304) feet from the southwest corner of land now or formerly of one Gaboury, upon said land, it being also the southwest corner of land deeded by Flora L. Scott to Flora M. Tillson; thence along the southerly line of said Tillson's land to a brook, said point being

the southeast corner of the land conveyed to said Tillson; thence southerly to the northeast corner of land now or formerly owned by Clarence L. Patterson and Doris Patterson; thence along their northerly line in a westerly direction to aforesaid Road to a point one hundred seven (107) feet distant from the point of beginning; thence along the easterly side of said Road one hundred seven (107) feet to the point of beginning.

Meaning and intending to convey premises described in deed of Brooke S. Jansen to Murets LLC, dated January 9, 2012 and recorded at the Kennebec County Registry of Deeds.

IN WITNESS WHEREOF, Murets, LLC has caused this instrument to be signed by Richard Tardiff, its duly authorized Member this 17th day of January, 2012.

MURETS LLC

By: _____
Richard Tardiff, Member

STATE OF MAINE
COUNTY OF KENNEBEC JANUARY 17, 2012

Personally appeared the above named Richard Tardiff, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Murets LLC.

Before me,

_____
Notary Public
(Type or Print Name Below Line)

HL/t/t-3533

MATTHEW R. JACOBSON
Notary Public, Maine
My Commission Expires December 2, 2012

WARRANTY DEED

RICHARD A. DUNCAN of Augusta, Kennebec County, Maine for consideration paid, grants to **REWITS, LLC** a Maine Limited Liability Company with an address of 15 Darin Drive, Augusta, ME with **WARRANTY COVENANTS**

A certain lot or parcel of land with buildings thereon, situated in Augusta, Kennebec County, Maine on the westerly side of the Kennebec River, and on the easterly side of the Oakland Road, so-called, bounded and described as follows:

Beginning the easterly side of said road at the southwesterly corner of land of one Gaboury; thence running easterly on said Gaboury's southerly line to a stone bound three hundred (300) feet; thence running in a southerly direction and parallel with the Oakland Road, two hundred (200) feet; thence westerly to a point on the easterly side of the Oakland Road two hundred (200) feet south of the point of beginning; thence along the easterly side of said Road two hundred (200) feet in a northerly direction to the point of beginning. The south line is three hundred (300) feet, more or less.

Excepting and reserving to Frank E. Lyon, his heirs and assigns, a right of way from said Oakland Road to land of said Lyon lying easterly of the parcel hereby conveyed, being the driveway as now used on said above described premises, and extending to said Lyon's said land lying easterly of the parcel hereby conveyed.

Subject to pole rights to Central Maine Power Company by deed recorded in said Registry in Book 927, Page 42.

Meaning and intending to convey premises described in deed of Donald F. Parker and Edith W. Parker to Richard A. Duncan and Marlene R. Duncan, as joint tenants, dated July 1970 and recorded in Book 1526 Page 637 Kennebec County Registry of Deeds. Marlene R. Duncan is deceased, leaving Richard A. Duncan as surviving joint tenant.

WITNESS my hand and seal this 9th day of July, 2014.

Richard A. Duncan

STATE OF MAINE
COUNTY OF KENNEBEC

July 9, 2014

Personally appeared the above named **Richard A. Duncan** and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public
(Type or Print Name Below Line)

R. Howard Lake
Notary Public, Maine
My Commission Expires November 8, 2020

LD/t
t-3852