



Zoning Ordinance Amendment Application

To:

Town of Freeport

For:

Commercial IV Zoning District

Desert Road, Freeport, Maine

Prepared for:

Devine Capital, LLC

Prepared by:

Sebago Technics, Inc.

75 John Roberts Road, Suite 1A

South Portland, Maine 04106

May 20, 2019

Zoning Ordinance Amendment Application
Devine Capital, LLC / Applicant

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Fletcher, Selsler & Devine

William M. Fletcher, Partner
Two Monument Square, 7th Floor
Portland, Maine 04101 | 207.536.4665
wfletcher@fsd-lawfirm.com

May 14, 2019

Planning Department
Town of Freeport
30 Main Street
Freeport, ME 04032

Re: Devine Capital LLC - Request for Amendment to Zoning Ordinance

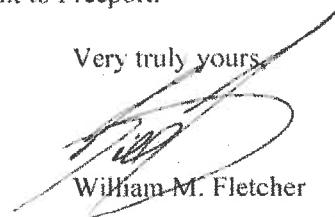
Dear Sir or Madam:

On behalf of Devine Capital LLC (the "Applicant"), I have enclosed an Application for Review, together with the related attachments (i.e., a copy of the property owner's source deeds and a redacted copy of the Applicant's purchase and sale agreement with respect to the property at 6 & 8 Desert Road) (the "Application"). This Application is being submitted for consideration and review at the next available Planning Board meeting.

Please note that the specific proposed zoning amendment language, together with a conceptual site plan, will be provided by separate cover letter on or before May 20, 2019.

Please let me know if there are any questions or comments concerning this submission or the proposed project. The Applicant and the Development Team are excited to pursue this zoning amendment and bring this multi-family development to Freeport.

Very truly yours,



William M. Fletcher

WMF/jfp

cc: Bernard M. Devine, Jr., Devine Capital, LLC
Richard A. Granara, CDP, KGI Properties, LLC
Newton C. Brainard, Vice President, The Simon Konover Company
Will Conway, Senior Vice President, Sebago Technics

**Town of Freeport
Planning Department**

Application for Review

Project Type: (check all applicable)

_____ Site Plan Review _____ Design Review Certificate _____ Subdivision

Zoning Ordinance Amendment _____ Other (please explain) _____

Name of Project: Requesting an amendment to the Zoning Ordinance to allow multiple-family residences in the Commercial IV District. Amend the standards for Subdivisions in this District. _____

1) Applicant Information:

Name: Devine Capital LLC Tel: (207) 536-4664

(If a Company, provide name of person also)

Address: c/o Fletcher, Selsor & Devine LLC
Two Monument Square, 7th Floor, Portland, ME 04101

Email: wfletcher@fsd-lawfirm.com

2) Interest in Property: Please attach a copy of the recorded deed for the property. If the applicant is not the property owner, a purchase and sale agreement or a lease agreement shall also be submitted to show that the applicant has a serious interest in the project and sufficient title, right, and/or interest to complete the project. The amount being paid for the property may be blacked out. This application will not be processed without this information.

3) Do you own any abutting property? Yes No

If yes, please explain: _____

4) Property Information:

Present Use of Property Vacant residential

Proposed Use of Property Multiple family residential

Location: Street Address 6 and 8 Desert Rd

Assessor's Office Map: Map 22

Lot: Lots 24 and 24B

Size of Parcel (acres): 20 acres

Zoning District (s): Commercial IV (C-IV)

5) Design Review Information (please circle one from each category) N/A

Design Review District: One Two Not in the Design Review District

Building Class, as designated on the Design Review District Map(s): A B C

Is this building in the Color Overlay District: Yes No

Please describe the proposed changes: _____

6) **Other Information:** N/A

Proposed # of Buildings: _____ Gross Square Footage of Non-Residential Buildings: _____

Is Zoning Board of Appeals Approval Required? Yes No

If YES, provide reason _____

7) **Subdivision Approval or a Subdivision Amendment: (if applicable)** N/A

Proposed Number of Lots _____

Does the applicant intend to request any waivers of Subdivision or Site Review provisions?

NO _____ YES _____

If YES, list and give reasons why _____

8) **Applicant's Engineer, Land Surveyor, Landscape Architect and/or Planner:** Attorney

Name: William M. Fletcher / Fletcher, Selser & Devine, LLC Tel: (207) 536-4664

Address: Two Monument Square, 7th Floor, Portland, ME 04101

Email: wfletcher@fsd-lawfirm.com

9) **Billing Contact (If different than applicant information)**

Name: Will Conway, Sebago Technics Tel: (207) 200-2136

Address: 75 John Roberts Rd, Suite 4A, South Portland, ME 04106-6963

Email: dlarson@sebagotechnics.com

Application Fee: \$ 385 Abutter Fee: \$ _____

Submission: This application form, along with required accompanying materials, must be submitted to the Town Planner at least 21 days prior to the meeting at which it is to be considered.

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

5/14/19
DATE

William M. Fletcher Esq. Authorized Agent
SIGNATURE OF APPLICANT/OWNER/REPRESENTATIVE

Attachment 1 of 2 to Application for Review

Copy of Property Owner's (L. L. Bean, Inc.) Source Deeds

Quitclaim Deed

KNOW ALL PERSONS BY THESE PRESENTS, that I, PAUL PETER CAYOT, a single man, having a residence and mailing address of 72 Steeple Chase Road, North Yarmouth, Cumberland County, Maine 04097,

for consideration paid, grant to

L. L. BEAN, INC., a Maine Corporation having its principal place of business at Casco Street, Freeport, Cumberland County, Maine 04033,

with Quitclaim Covenant:

A certain lot or parcel of land with the buildings and improvements thereon, situated in the Town of Freeport, County of Cumberland and State of Maine, and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof.

Witness my hand this 1 day of December, 2005.

MAINE REAL ESTATE TAX PAID

[Signature]
Witness

[Signature]
Paul Peter Cayot

STATE OF MAINE
COUNTY OF YORK

December 1, 2005

Personally appeared the above named Paul Peter Cayot and acknowledged the foregoing instrument to be his free act and deed.

Before me, [Signature]
Notary Public

Name of Notary Public: _____

My Commission Expires: _____

JOHN LISNIK, JR.
Notary Public, Maine
My Commission Expires October 28, 2010

SEAL

EXHIBIT A

Grantor: Paul Peter Cayot
Grantee: L. L. Bean, Inc.

Attached and forming an integral part of the Deed from the above named Grantor to the above named Grantee, the real estate conveyed is described as follows:

"Beginning at an iron pipe set on the northeasterly side of the Desert Road, which iron pipe marks the southerly corner of the land conveyed by Gladys L. Weston to Richard I. Morse and Carol Thaxter Morse by deed dated March 11, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2949, Page 503; thence N 51° 27' 20" E along a stone wall six hundred nine (609') feet to an iron pipe and land of Judith A. Lamb and Charles L. Brown; thence northwesterly along land of said Lamb and Brown three hundred fifty-eight (358') feet, more or less, to an iron pin; thence turning and running in a southwesterly direction along land of said Lamb and Brown six hundred nine (609') feet to an iron pipe set on the northeasterly side of the Desert Road; thence S 38° 53' 45" E along the Desert Road three hundred fifty-eight (358') feet, more or less, to an iron pipe and the point of beginning."

Meaning and intending to convey the same premises conveyed to Paul Peter Cayot by deed of John Mark Koshliek and Vicki Lebel Koshliek dated April 30, 1985 and recorded in the Cumberland County Registry of Deeds at Book 6747, Page 66. Reference is also hereby made to a corrective deed from John Mark Koshliek and Vicki Lebel Koshliek dated May 1986 and recorded in said Registry of Deeds at Book 7202, Page 2, from which deed the above quoted description was taken.

Further reference is hereby made to Memorandum of Purchase Agreement between Thomas W. Moulton (Purchaser) and Paul P. Cayot (Seller) recorded in said Registry of Deeds at Book 23074, Page 155. The Purchase and Sale Agreement dated August 25, 2005 referenced thereby was assigned by Thomas W. Moulton to L.L. Bean, Inc. by Assignment and Assumption Agreement dated August 11, 2005.

Received
Recorded Register of Deeds
Dec 03, 2005 03:42:03P
Cumberland County
John E O'Brien

Warranty Deed

KNOW ALL PERSONS BY THESE PRESENTS, that we, CHARLES L. BROWN, JR. and PENNY C. BROWN, husband and wife, both having a residence and mailing address of 9 Vacation Lane, Windham, Cumberland County, Maine 04062.

for consideration paid, grant to

L. L. BEAN, INC., a Maine Corporation having its principal place of business at Casco Street, Freeport, Cumberland County, Maine 04033,

with Warranty Covenants:

A certain lot or parcel of land with the buildings and improvements thereon, situated in the Town of Freeport, County of Cumberland and State of Maine, and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof.

Witness our hands this 22 day of November, 2005.

MAINE REAL ESTATE TAX PAID

[Signature]
Witness

[Signature]
Charles L. Brown, Jr.

[Signature]
Witness

[Signature]
Penny C. Brown

STATE OF MAINE
COUNTY OF YORK

November 22, 2005

Personally appeared the above named Charles L. Brown, Jr. and Penny C. Brown and acknowledged the foregoing instrument to be their free act and deed.

Before me, [Signature]
Notary Public

Name of Notary Public: _____

My Commission Expires: _____

SEAL

JOHN LISNIK, JR.
Notary Public, Maine
My Commission Expires October 28, 2010

EXHIBIT A

Grantors: Charles L. Brown, Jr. and Penny C. Brown
Grantee: L. L. Bean, Inc.

Received
Recorded Register of Deeds
Nov 28, 2005 03:32:32P
Cumberland County
John E O'Brien

Attached and forming an integral part of the Deed from the above named Grantors to the above named Grantee, the real estate conveyed is described as follows:

A certain lot or parcel of land, with the buildings and improvements thereon, located in the Town of Freeport, County of Cumberland and State of Maine, and bounded and described as follows:

"Beginning at an iron pipe set on the northeasterly side of the Desert Road, which pipe also marks the southerly corner of land conveyed by Richard I. Morse and Carol Thaxter Morse to the State of Maine by deed dated November 24, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3944, Page 253; thence N 51 degrees 07' 15" E along the southerly line of land of the State of Maine One Thousand Three Hundred Forty-four and five hundredths (1,344.05') feet to an iron pipe; thence S 35 degrees 46' 42" E along a fence and a stone wall Six Hundred Sixty and thirty-four hundredths (660.34') feet to a wire fence, said line being the northeasterly line of land conveyed by Gladys L. Weston and Charlotte I. Weston to Richard I. Morse and Carol Thaxter Morse by deed dated March 11, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2949, Page 503; thence S 51 degrees 27' 10" W along the aforementioned wire fence through a monument and along a stone wall Seven Hundred Thirty-three and ninety hundredths (733.90') feet to an iron pin; thence in a northwesterly direction along land to be retained by Richard I. Morse and Carol Thaxter Morse Three Hundred Fifty-eight (358.00') feet more or less to an iron pin; thence turning and continuing along land to be retained by said Morses Six Hundred Nine (609.00') feet more or less to an iron pin set on the northeasterly sideline of the Desert Road; thence northwesterly along the northeasterly sideline of the said Desert Road Two Hundred Ninety-three and fifty-five hundredths (293.55') feet to an iron pin and the point of beginning."

Meaning and intending to convey the same premises conveyed to Charles L. Brown, Jr. and Penny C. Brown by deed of Richard I. Morse and Carol Thaxter Morse dated December 5, 1986 and recorded in the Cumberland County Registry of Deeds at Book 7524, Page 199, from which deed the above quoted description was taken. Reference is also hereby made to the following deeds: (a) Deed from Richard I. Morse and Carol Thaxter Morse to Judith A. Lamb and Charles L. Brown, Jr. dated November 28, 1979 and recorded in said Registry of Deeds at Book 4353, Page 83; (b) Deed from Judith A. Lamb to Charles L. Brown, Jr. dated July 1, 1981 and recorded in said Registry of Deeds at Book 4813, Page 44; and (c) Deed from Charles L. Brown, Jr. to Charles L. Brown Jr. and Penny C. Brown dated November 5, 1985 and recorded in said Registry of Deeds at Book 6962, Page 209.

4535

Further reference is hereby made to Memorandum of Purchase Agreement between Thomas W. Moulton (Purchaser) and Charles L. Brown, Jr. and Penny C. Brown (Sellers) recorded in said Registry of Deeds at Book 23021, Page 58. The Purchase and Sale Agreement dated July 29, 2005 referenced thereby was assigned by Thomas W. Moulton to L.L. Bean, Inc. by Assignment and Assumption Agreement dated July 29, 2005.



Attachment 2 of 2 to Application for Review

Copy of Applicant's Option to Purchase and Purchase and Sale Agreement

OPTION TO PURCHASE AND PURCHASE AND SALE AGREEMENT

OPTION TO PURCHASE AND PURCHASE AND SALE AGREEMENT ("Agreement") made as of the date ("Effective Date") of last execution appearing below, by and between L. L. BEAN, INC. ("Seller"), a Maine corporation, with a mailing address of 1 Casco Street, Freeport, Maine 04032 and DEVINE CAPITAL LLC ("Buyer"), a Massachusetts limited liability company, or its nominee, with a mailing address of Two Monument Square, Seventh Floor, Portland, Maine 04101.

WHEREAS, Seller owns fee simple interest in that certain real property consisting of approximately 19.47 acres located generally at 6 and 8 Desert Road, in the Town of Freeport, County of Cumberland, Maine, also known as Tax Map 22, Lots 24 and 24B, more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Seller has agreed to grant to Buyer an option to purchase the Property in the future for a set price reflected below, and does thus commit and obligate itself to sell and convey the Property to Buyer on the terms and conditions as set forth below;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows, incorporating the foregoing recitals by reference as if fully restated hereinbelow:

Article I – Grant, Timing, Diligence, Permitting

- 1.1 *Option, Purchase Price.* For the consideration recited above, and in consideration for Buyer investing substantial time and money to review, evaluate, inspect, and explore development opportunities with respect to the Property, subject to the terms and conditions hereof, Seller hereby irrevocably grants to Buyer the exclusive right and option (the "Option") to purchase the Property for the sum of [REDACTED] (the "Purchase Price").
- 1.2 *Preliminary Diligence Deadline.* The initial term of the Option shall commence on the Effective Date and, unless otherwise extended in accordance with the terms hereof, shall expire at 6:00 p.m. (Eastern Time) 60 days thereafter, during which period Buyer shall conduct its due diligence inspections (addressed in Article II below), the results of which shall be acceptable to Buyer in its sole and absolute discretion (the "Preliminary Diligence Deadline").
- 1.3 *Rezone/Permitting Deadline; Rezone/Permitting Approval Date.*
A. Upon the Preliminary Diligence Deadline, unless Buyer has terminated this Option due to the results of its due diligence being unsatisfactory to Buyer in its sole and absolute discretion, Buyer shall pay and deliver to Seller monthly payments in the amount of [REDACTED] (all such monthly payments hereinafter referred to as the "Option Payments"). The Option Payments [REDACTED] shall be applied to the Purchase Price at closing. Seller hereby grants to Buyer full authority to seek from any federal, state, or local governmental authority any zoning change(s) and/or permits and/or approvals whatsoever that Buyer, in its sole and absolute discretion, deems advisable for Buyer's intended development of the Property for a luxury, multi-family residential development (the "Project") during such extended period ("Rezone/Permitting Deadline"). Seller hereby agrees to fully support and cooperate with Buyer's efforts to rezone and permit the Project, and specifically agrees to appear and testify in favor of, and promptly execute any document reasonably requested by Buyer in connection with, any such efforts of Buyer, all at no cost or charge to Buyer, and Buyer agrees to make commercially reasonable efforts to obtain the required rezoning and permits. Among its other applications, Buyer agrees that it shall pursue in good faith obtaining from the Town of Freeport the required rezoning to permit multi-family housing and shall also apply to the Freeport Project Review Board for site plan review ("Site Plan Review"), [REDACTED] [REDACTED] in order to avoid potential complications or delays as

it relates to Buyer's pursuit of the necessary approvals for the Project, Seller agrees not to pursue any traffic movement permits relating to [REDACTED]

B. In the event Buyer does not obtain final unappealable zoning change(s)/approvals, including conditional use and/or permits for the Project acceptable to Buyer in its sole and absolute discretion, or otherwise affirmatively elect by written notice to Seller to close notwithstanding the lack of such permits and/or approvals, by the Rezone/Permitting Deadline, then unless Buyer elects to extend the Rezone/Permitting Deadline as provided in Section 1.4, below, this Agreement shall automatically terminate as of the Rezone/Permitting Deadline, and, promptly upon Buyer's delivery to Seller of (1) an instrument (the "Release") signed by Buyer and suitable to release and discharge the Record Notice, and (2) digital copies of and an assignment of all right in the all materials developed by Buyer and its contractors as part of Buyer's efforts to rezone and permit the Project (the "Rezone Permitting Materials"), this Agreement shall be null, void, of no further force and effect, and each party hereto shall have no further obligation one to the other.

C. If Buyer obtains zoning change(s) and permits for the Project acceptable to Buyer in its sole and absolute discretion, then promptly upon the date ("Rezone/Permitting Approval Date") that the last of such zoning change(s) and/or permit(s) become final and non-appealable, Buyer shall serve notice upon Seller confirming same, and Buyer shall close on the purchase by the date ("Closing Deadline") that is [REDACTED] after the Rezone/Permitting Approval Date, and the notice described in the first sentence of this subsection shall also constitute the Exercise Notice referenced in Section 3.1, below, and shall contain the additional information specified in Section 3.2, below.

- 1.4 *Additional Option Payments.* Notwithstanding any contrary provision herein, if Buyer has submitted its application for Site Plan Review by the Application Date, and despite reasonable efforts Buyer has not obtained all necessary unappealable permits and/or approvals for the Project, Buyer may elect to further extend the Option and Rezone/Permitting Deadline for up to six additional, successive periods of 30 days each, provided Buyer shall pay and deliver to Seller monthly payments, in the amount of [REDACTED] all such monthly payments hereinafter referred to as the "Extension Payments". The Extension Payments shall be nonrefundable but shall be applied to the Purchase Price at closing.
- 1.5 *Termination.* Notwithstanding any contrary provision herein, (1) at any time before the Rezone/Permitting Approval Date, Buyer may elect to terminate this Agreement by delivering to Seller notice thereof, or (2) Seller may elect to terminate this Agreement if Buyer has not submitted its application for Site Plan Review by the Application Date (in each case, a "Termination Notice"). If a Termination Notice is given, Buyer shall promptly deliver to Seller the Release signed by Buyer and the Rezone/Permitting Materials, as described in Section 1.3 above, and upon such delivery, this Agreement shall be null and void, of no further force and effect, and each party hereto shall have no further obligation one to the other, except that Buyer's indemnification obligations under Section 2.2 shall survive any termination.

Article II – Due Diligence

- 2.1 To facilitate Buyer's inspections and evaluation of the Property, Seller agrees to deliver to Buyer as soon as possible, but in any event within seven days from the date hereof, copies of the materials specified on the list attached hereto as Exhibit B (the "Due Diligence Materials"). Seller has previously delivered materials to Buyer as specified on Exhibit B. In addition, Seller agrees to permit Buyer to inspect and make copies of any books and records in Seller's possession or control concerning the Property.
- 2.2 So long as this Agreement remains in effect, Buyer may conduct such investigations, inspections, interviews, tests, assessments and audits pertaining to the Property as Buyer elects, in Buyer's sole discretion and at Buyer's sole cost, including but not limited to: (i) title search; (ii) survey; (iii) environmental site assessment; (iv) review of zoning and building code requirements; and/or (v) physical/geotechnical inspection of the Property (collectively, the "Inspections"). Buyer shall promptly

repair any physical damage to the Property caused by any such Inspections, and Buyer further agrees to indemnify and hold Seller harmless from and against any and all loss, cost, damage, or expense incurred by Seller as a result of said physical damage.

- 2.3 Seller agrees, in general, to cooperate in good faith with Buyer and Buyer's representatives, and, in particular:
- 2.3.1 so as to secure the rights granted to Buyer hereunder and to ensure that the Property shall be in substantially the same condition at the time of conveyance as exists as of the date of this Agreement, Seller agrees that for so long as this Agreement remains in effect, then unless and until Buyer in writing consents otherwise, Seller shall maintain the Property substantially in condition as currently exists, timely paying all taxes and other impositions related to ownership thereof, and shall not: (a) transfer, encumber, mortgage, lease, alienate, impose any restriction or condition upon, or otherwise grant to any other person, firm or entity any permission, license, right or rights whatsoever in, pertaining to, or affecting any part or all of the Property; nor (b) make any change to or alter in any way whatsoever the physical or other characteristics of any part or all of the Property, including cutting of trees/timber, or contamination of any kind; and,
- 2.3.2 so as to ensure that there is no change in the status of the title to the Property prior to termination of this Agreement, Seller agrees to contemporaneously with its execution hereof execute and deliver to Buyer for recording in the appropriate Land Evidence Records an instrument (the "Record Notice") suitable under applicable law to evidence the grant of the Option and the aforesaid restrictions on the grant of any rights inconsistent with this Agreement, in form and substance as attached hereto as Exhibit C, or, if no such exhibit is attached, in form and substance as Buyer may reasonably request.
- 2.4 During the effective term of this Agreement, Buyer contemplates expending substantial sums and incurring substantial expenses to inspect, test, and analyze the Property, to conduct title research, undertake survey and site plans, and to otherwise conduct a due diligence review of the Property and all related matters, and to pursue obtaining permits for Buyer's contemplated development of the Property. To induce Buyer to make such efforts and expend such sums, Seller hereby agrees that during the effective term of this Agreement Seller shall not solicit, encourage, negotiate or entertain any offer with any other party concerning or with respect to the Property whatsoever, including offers to purchase or lease the Property, regarding any sale, financing, partnership, or other disposition of all or any part of, or interest in, the Property; Seller agrees to immediately communicate to Buyer for response any written inquiries received by Seller during the effective term of this Agreement. Seller further agrees to keep the monetary terms of this Agreement confidential, except only as may be approved by Buyer in writing, in advance.
- 2.5 Notwithstanding anything contained herein to the contrary, however, in the event Buyer delivers to Seller prior to expiration of the Preliminary Diligence Deadline written notice specifying with reasonable particularity matters related to the title to the Property to which Buyer objects ("Title Objection Notice"), then and in such event the Preliminary Diligence Deadline shall be deemed extended for an additional period beyond its then-scheduled expiration to allow Seller to, and Seller does hereby agree that Seller shall during such period, use good faith efforts to promptly and reasonably resolve such title objections. In the event Seller fails to use reasonable good faith efforts to so resolve Buyer's objections, then and in such event Seller shall be in default hereunder, and Buyer shall be entitled to its remedies for same as provided below. In addition, Buyer shall have the right to extend the Preliminary Diligence Deadline for a reasonable period of time to permit Buyer itself, at its own expense, to resolve such title objections.

Article III – Exercise, Purchase Price

- 3.1 In the event that Buyer elects to exercise the Option and purchase the Property, Buyer shall deliver notice (“Exercise Notice”) to Seller pursuant to Section 1.3.C stating that Buyer elects to exercise the Option to purchase the Property.
- 3.2 Buyer shall specify in the Exercise Notice (but failure to so specify shall not invalidate the effectiveness of the Exercise Notice) the name of the entity, if different from Buyer, that is to take title to the Property, Seller hereby acknowledging and agreeing that Buyer may take title in the name of any entity Buyer chooses as nominee, and that for this purpose references in this Agreement to “Buyer” shall mean “Buyer or its nominee.”
- 3.3 The Purchase Price shall be adjusted to reflect the Option Payments and Extension Payments paid to Seller by Buyer pursuant to Section 1.3, as well as the equitable apportionment as of date of closing of unpaid real estate taxes, assessments, liens, utility bills, if any, recording charges, transfer tax, and similar items as is customary in standard conveyancing practice in the geographic region where the Property is located (the Purchase Price as so adjusted may hereinafter be referred to as the “Adjusted Purchase Price”).

Article IV – Closing Procedure

- 4.1 On the Closing Deadline, Seller shall sell and convey the Property to Buyer and Buyer shall purchase the Property from Seller (the “Closing”). At Closing, Seller shall deliver to Buyer:
 - 4.1.1 an original deed (the “Deed”) properly executed by or on behalf of Seller, in form and substance as attached hereto as Exhibit D, conveying all of Seller’s interest in the Property to Buyer by good, marketable, insurable title, free and clear of all liens, encumbrances, and deficiencies whatsoever, except utility easements of record, and otherwise as approved by Buyer, and,
 - 4.1.2 such other documents as may be reasonably requested by Buyer, including without limitation customary title insurance affidavits, such instruments of assignment as Buyer reasonably requests, such as an Assignment of Permits, documents to evidence the existence, good standing, and authority of Seller, a settlement statement, or any other customary or reasonable documentation as may be requested (such other documents, together with the Deed, may hereinafter be referred to collectively as the “Conveyance Documents”).
 - 4.1.3 At Closing Buyer shall deliver to Seller the Adjusted Purchase Price in immediately available funds.

Article V - Representations

- 5.1 Seller hereby represents and warrants to Buyer, which representations and warranties shall be deemed restated as of closing, that:
 - 5.1.1 Seller has good, insurable, and marketable title in fee simple to the Property, subject only to the encumbrances of record.
 - 5.1.2 Seller is a Maine corporation, is not a foreign person or foreign entity as defined in the Foreign Investment in Real Property Tax Act (“FIRPTA”), has full right, power and authority to enter into and consummate this transaction, the person executing this Agreement on behalf of Seller is an officer of Seller and is duly authorized to execute this Agreement on behalf of Seller, Seller has the power and authority without necessity of further act or consent to execute this Agreement and all other instruments and documents contemplated hereby and to perform any and all acts necessary or desirable to consummate the transactions contemplated (including a conveyance of the Property).

- 5.1.3 To Seller's knowledge without additional investigation, the Property is free of violations of law, is in full compliance with Federal, State, Town and County ordinances and environmental laws, and there are not any current or contemplated special tax assessments known to Seller.
- 5.1.4 Other than to the extent granted in this Agreement, previously disclosed to Buyer in writing, or reflected as exceptions to coverage on a title commitment acceptable to Buyer, no person, firm, or entity has any rights in, pertaining to, or affecting the Property, and Seller has not granted any rights in, pertaining to, or affecting the Property to any person, firm, or entity in any unrecorded instrument or writing, nor does any person, firm, or entity have an option to purchase or right of first refusal to purchase the Property.
- 5.1.5 Seller is not involved as a debtor in any bankruptcy, reorganization or insolvency proceeding, and Seller has not received any notice of and has no knowledge of any pending or threatened lawsuits, including condemnation suits, that could affect the Property or Seller's ownership of the Property.
- 5.1.6 To Seller's knowledge without additional investigation there have not been and there are not now any underground storage tanks located on or under the Property or if there have been or are any such tanks located on the Property, their location has been identified to Buyer in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any hazardous or toxic substance, material, or waste into the environment.
- 5.1.7 To Seller's knowledge without additional investigation there are no past or present uses of the Property that did not comply in all material respects with all Environmental Protection Agency, Occupational Safety and Health Administration, and all other federal, state and local laws, administrative rules and regulations governing the soil, water, air and environment in and around the Property.

Article VI - Default

- 6.1 If Buyer defaults in the performance of Buyer's obligations hereunder, Seller may, at its option, retain the Option Payments, or may pursue other remedies at law and equity. Nothing contained herein shall limit or restrict either party's right to pursue any remedy, legal or equitable, which shall accrue by reason of the other party's default under, or breach of the terms and conditions of, this Agreement, including specific performance. Notwithstanding the foregoing, except for Buyer's failure to apply for Site Plan Review as required by this Agreement, the nondefaulting party agrees to provide the defaulting party with written notice providing a description of a default and provide such defaulting party with a 15 day cure period.

Article VII - Notice

- 7.1 All notices or other communications required or permitted hereunder shall be in writing, and shall be effective upon receipt or refusal when sent to the intended recipient by one of the methods set forth below:
 - 7.1.1 regular and certified U.S. mail, postage prepaid, return receipt requested;
 - 7.1.2 reputable national delivery service (i.e. FedEx, DHL); or,
 - 7.1.3 otherwise hand delivered with an acknowledgment of receipt.
- 7.2 Each party, by written notice given to the other party in accordance herewith, may change the address to which notices or other communications hereunder shall be deemed to have been duly given; provided, however, no party may designate more than three notice addresses, and notice of a change of address

shall be effective only upon actual delivery. Until changed as aforesaid, a notice shall be addressed to the intended recipient at their address set forth in the first paragraph on page 1 of this Agreement.

Article VIII – Miscellaneous

- 8.1 *Broker.* Seller and Buyer each hereby represent and warrant to the other that neither Seller nor Buyer has dealt with or employed any real estate agent, broker, or any person entitled to a commission in connection with the transaction contemplated. Seller and Buyer hereby agree to indemnify, defend, and hold harmless the other from any claim or claims, action or actions, losses, payments, judgments, commission or commissions, paid or payable to any real estate agent, broker, person or entity in connection with this transaction that was not called to the attention of the other as a result of any services or facilities of any such real estate agent, broker, person or entity provided to the other. The provisions of this paragraph shall survive conveyance of the Property to Buyer.
- 8.2 *Governing Law, Venue, Jury Waiver.* This Agreement shall be construed in accordance with the laws of the State of Maine. Both Buyer and Seller hereby consent to the jurisdiction of the courts of said state and of the federal government, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of, under or with respect to this agreement, and expressly waive any and all objection each may now or hereafter have as to the venue in any of such courts, and EACH OF BUYER AND SELLER DO HEREBY EXPRESSLY WAIVE ANY RIGHT EACH MAY HAVE TO ELECT A TRIAL BY JURY AS TO ANY DISPUTE ARISING HEREUNDER. Any disputes between Buyer and Seller (which are not otherwise resolved by the parties) shall be submitted to binding arbitration in Portland, Maine administered by JAMS in accordance with its Streamlined Arbitration rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. This clause shall survive the closing of this transaction.
- 8.3 *Headings; Entire Agreement; Amendments.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement (including all exhibits annexed hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, written or oral, if any, with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Agreement shall not be binding on any party until signed by every party.
- 8.4 *Waiver.* No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- 8.5 *Binding Effect; Assigns; Benefits.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, Seller may not assign its rights or obligations under this Agreement absent Buyer's consent in Buyer's sole discretion.
- 8.6 *Exhibits, Counterparts.* All exhibits attached hereto are by this reference incorporated fully herein. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 8.7 *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

- 8.8 *Days, Interpretation.* References in this Agreement to a specified number of "days," shall mean and refer to calendar days; provided, however if any specified period would otherwise end on a day that is a Saturday, Sunday or day which is recognized by the State of Maine ("Jurisdiction") as a legal holiday, then and only in such event, the specified period shall be deemed to extend to the next following day that is not a Saturday, Sunday or legal holiday. "Business Day" means any day other than Saturday, Sunday and/or any weekday or weekend day that is a legal holiday observed by the federal government of the United States of America or the Jurisdiction. The terms of this Agreement were fully negotiated by the parties and shall not be construed for or against any party hereto.
- 8.9 *Prevailing Party.* In the event the parties litigate in any court or arbitration forum any dispute hereunder, then and in such event, the prevailing party shall be entitled to an award from the other of the reasonable attorney's fees and costs incurred therein by said prevailing party.
- 8.10 *Time of the Essence.* The parties hereto hereby agree that TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

[Signature Page Follows; Remainder Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by their proper officers hereunto duly authorized as of the date of last execution hereof as set forth below.

Seller:
L. L. BEAN, INC.

By: Andy Mayo (Andy)
Print Name: Andy Mayo
Its: VP Real Estate & Facilities

Date: February 21, 2019
L.L. Bean, Inc.
MArch

Buyer:
DEVINE CAPITAL LLC

By: [Signature]
Print Name: Bernard M. Devine
Its: President

Date: February 21, 2019

Exhibit A

Two parcels of land, with any improvements thereon, in the Town of Freeport, Cumberland County, Maine described in the following deeds:

6 Desert Road, Freeport, Maine

Deed from Paul Peter Cayot to L. L. Bean, Inc., recorded on December 5, 2005 in the Cumberland County Registry of Deeds in Book 23461, Page 225.

8 Desert Road, Freeport, Maine

Deed from Charles L. Brown, Jr. and Penny C. Brown to L. L. Bean, Inc., recorded on November 28, 2005 in the Cumberland County Registry of Deeds in Book 23431, Page 106.

Exhibit B

- Phase I Environmental Assessment, 2005 (prepared by Sebago Technics)
- Hazardous Material Study, 2013 (prepared by Sebago Technics)

Exhibit D

QUITCLAIM DEED
WITH COVENANT
STATUTORY SHORT FORM
TITLE 33, §775

L. L. Bean, Inc., a Maine corporation, with a mailing address of Casco Street, Freeport, Maine 04033, for consideration paid, grants to _____, a _____, with a mailing address of _____, **with Quitclaim Covenant**, a certain lot or parcel of land situated in the Town of Freeport, County of Cumberland, and State of Maine, as described in **Exhibit A** attached hereto and made a part hereof.

DATED: _____, 2019

L. L. Bean, Inc.

By: _____
Stephen M. Smith

Its: President and Chief Executive Officer

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2019

Then personally appeared Stephen M. Smith, President and Chief Executive Officer of L. L. Bean, Inc., and acknowledged the foregoing instrument to be his free and deed in his capacity and the free act and deed of said corporation.

Before me,

Notary Public/Attorney-at-Law

(Print Name)

Exhibit C

NOTICE OF OPTION

Notice is hereby given of the following Option to Purchase and Purchase and Sale Agreement (the "Option") vesting in Buyer an option to purchase certain real property owned by Seller:

SELLER: L. L. Bean, Inc.
BUYER: Devine Capital LLC
DATE OF AGREEMENT: February __, 2019
PREMISES: See Exhibit A attached hereto
TERM OF OPTION: Beginning February __, 2019 and continuing for up to 570 days, subject at all times to the terms and conditions of the Option Agreement.

The undersigned further expressly acknowledges that this Notice of Option is being executed pursuant to the provisions of the Option and is not intended to vary the terms or conditions of the Option.

IN WITNESS WHEREOF, the undersigned has caused this Notice of Option to be signed by its duly authorized representative.

L. L. BEAN, INC.

By: Andy Mayo (Andy)
Print Name: Andy Mayo
Its: VP Real Estate & Facilities
Dated: February 6, 2019
March LLBean, Inc.

STATE OF MAINE
COUNTY OF CUMBERLAND, SS

February 6, 2019
March

Then personally appeared the above-named George (Andy) Mayo of L. L. BEAN, INC. and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity, and the free act and deed of said L. L. BEAN, INC.

Nancy A. Litchfield
Notary Public / Attorney at Law
Print name:
My commission expires:

NANCY A LITCHFIELD
NOTARY PUBLIC
CUMBERLAND COUNTY
MAINE
MY COMMISSION EXPIRES AUGUST 6, 2023

Exhibit A

Two parcels of land, with any improvements thereon, in the Town of Freeport, Cumberland County, Maine described in the following deeds:

6 Desert Road, Freeport, Maine

Deed from Paul Peter Cayot to L. L. Bean, Inc., recorded on December 5, 2005 in the Cumberland County Registry of Deeds in Book 23461, Page 225.

8 Desert Road, Freeport, Maine

Deed from Charles L. Brown, Jr. and Penny C. Brown to L. L. Bean, Inc., recorded on November 28, 2005 in the Cumberland County Registry of Deeds in Book 23431, Page 106.

Add the following definition to Sec. 104 - Definitions, Zoning Ordinance and Art. 3.2 of the Subdivision Ordinance

Subdivision – Commercial Open Space: a high-density residential development and/or a commercial development that permits reduced lot sizes and/or higher density residential units, reduced road frontage, and reduced setbacks and that maintains open space within the Commercial IV District. The area of the required open space shall be equal or exceed the sum of the unbuildable land (primary conservation areas) as defined by net residential acreage plus twenty percent (20%) of the net residential acreage. The required open space must meet the standards of Section 504.D of this Ordinance.

Amend Sec. 412 as proposed:

Section 412. Commercial District IV “C-IV”

A. Purpose:

This District is intended to provide suitable locations for a variety of high density residential and commercial uses which ~~require benefit from~~ nearby major highway connections and existing public utilities ~~services~~. Open space is required for subdivisions to provide a buffer between higher density development and adjacent lower density residential properties and to protect environmentally sensitive areas. ~~Uses are designed to serve both local and regional markets and regulations are included to protect abutting residential uses and districts.~~

B. ~~Permitted Uses:~~

~~1. One single family dwelling per Lot of Record as of November 1, 1995~~

The following uses are subject to site review regardless of size:

1. Two-Family and Multiple-Family Dwellings
2. Public or Private School
3. Commercial School
4. Outdoor Recreation School
5. Local convenience goods stores accommodating local needs such as but not limited to retail bakeries, delicatessens, candy, nut and fish stores, fruit and vegetable stores, grocery and food stores, 5 & 10 stores, hardware stores, auto parts supply, book stores, branch banks, dry goods stores and florist shops;
6. Personal service stores such as but not limited to beauty and barber shops, laundromats, cleaners, photography studios, shoe, jewelry and household appliance repair services and alterations services;
7. Supermarket
8. Business and Professional Offices
9. Commercial Recreation - Indoor
10. Commercial Recreation - Outdoor

11. Municipal Facilities
12. Public Utilities
13. Warehouse and Storage Facilities
14. Commercial Sales and Service
15. Truck Facility
16. Manufacturing and Processing which does not involve the basic refinement of bulk raw material
17. Hotel/Motel
18. Day Care Center Facilities
19. Convenience Store with Gas Pumps
20. Auto Service Station
21. Auto Repair Service Garage
22. Restaurant
23. Restaurant - Carry Out
24. Restaurant - Drive-up
25. Construction Services
26. Public Assembly
27. Private Assembly
28. Wireless Telecommunication Facility (See Sec. 528)
29. Parking area for open space *{Amended, Effective 12/02/14}*
30. Artisan Food and Beverage *{Effective 12/17/14}*
 - a. food truck(s) as an accessory use is allowed subject to the provisions of Sec. 526A – Food Trucks
31. Medication Assisted Treatment Facility for Opioid Addiction *{Effective 10/04/16}*

C. Space Standards for Lots which are Not Within Subdivisions as Listed in Section D below:

1. Minimum Lot Size:
20,000 s.f. provided curb cuts on Hunter Road or Desert Road are at least 300 feet apart on the relevant side of the road; otherwise the minimum lot size is 1 acre.
The minimum lot size of lots having frontage on roads other than Hunter Road or Desert Road is 20,000 s.f. provided that access to the lot is on a driveway serving 2 or more lots; otherwise the minimum lot size is 1 acre.
2. Maximum Building Height: 35 feet
3. Minimum Road Frontage:
 - a. Minimum Road Frontage for Lots that have one or more access(es) that is not shared with other lots: 100 feet
 - b. No Minimum Road Frontage for lots that share an access with one or more other lots.
4. Maximum Impervious Surface to Lot Area Ratio: 70%
5. Minimum Setback:

front:	25 feet
side:	25 feet
rear:	25 feet
6. Maximum Height - Wireless Telecommunication Facility (single user): 75 feet

Wireless Telecommunication Facility, Co-located: 125 feet

D. Space and Bulk Standards for Lots in Open Space Commercial Subdivisions approved after (insert date of adoption)

1. Net residential density per dwelling unit; two family and multiple family –
1 unit per 2,904 s.f. (15 units per acre) of net residential acreage
2. Maximum impervious surface to lot area excluding designated open space 90%
3. Height limitation 3 stories
4. Setbacks for developments with property in common ownership
front: 25 feet
rear: 50 feet
side: 25 feet

For developments that will be divided into individual lots:

4. Minimum lot area per dwelling unit; two family and multiple family - 4,000 s.f.
5. Minimum road frontage 30 ft.
6. Minimum setback for commercial open space subdivisions
front: 10 feet
rear: 10 feet
side: 5 feet

DE. Prohibited Uses:

1. Manufacture, fabrication, disposal or any use of asbestos products
2. Paper Manufacturing
3. Petroleum and petrochemical refining and reprocessing
4. Production of lubrication oils and grease
5. Manufacture of explosives including, but not limited to, ammunition and fireworks
6. Offal or dead animal disposal and reprocessing
7. Abattoirs and slaughterhouses

EF. Other Standards:

1. For developments that require open space, the open space shall be delineated by using the following priority system:
 - a. first priority – establish buffer of at least 50 feet where the Commercial IV District is adjacent to the Rural Residential District.
 - b. second priority – open space includes primary conservation areas to the greatest extent practical
 - c. third priority – at the discretion of the owner
2. If open space is not required, a 25 foot buffer shall be required where the adjacent property within this District is presently used for residential purposes. A 100 foot buffer strip shall be required where it abuts residential districts
23. Landscaping is required in the front setback as per Section 527.E.
34. The Performance Standards of Section 527 are applicable. {Amended, Effective 01/02/18}

Add the following to Sec. 504 - Definitions

Section 504D. COMMERCIAL OPEN SPACE SUBDIVISIONS

504D.1 Purpose

The purpose of these provisions is to encourage flexibility in the design of subdivisions in commercial districts, to preserve a buffer where commercial districts are adjacent to residential districts and to protect environmentally sensitive areas.

504D.2 Applicability

1. This Section - 504D shall apply to:
 - a. all applications for approval of subdivisions within the Commercial IV District submitted after (Insert date of adoption), whether or not any such application would be deemed a “pending proceeding” under 1 M.R.S.A §302.

504D.3 Design and Construction Standards

The Project Review Board shall be authorized to approve Commercial Open Space Subdivisions, which conform to the requirements of this Ordinance, the Subdivision Ordinance of the Town of Freeport, and all other applicable ordinances of the Town of Freeport.

504D.4 Uses Permitted on required Open Space Land

1. Trails for non-motorized uses such as but not limited to pedestrians, bicyclists, skiing, and snowshoeing
2. Controls that are part of the stormwater management system
3. Easements for drainage and or utilities

504D.5 Ownership Options for Open Space

Open space shall meet the ownership options outlined in Section 504A.5

Amend the Subdivision Ordinance as follows:

11.5 Traffic Conditions

- i. Street Design Standards.
 5. Any subdivision except Commercial Open Space Subdivisions, containing

more than fifteen (15) dwelling units or lots, whichever is less, shall have at least two (2) street connections with existing public streets, streets shown on an Official Map, or streets on an approved subdivision plan for which performance guarantees have been filed and accepted. In Village Open Space Subdivisions this section may be met by reserving right-of-way for future connections and offering the right-of-way to the town for acceptance as a public way.

8) Dead-End Streets.

In addition to the design standards in Table 11.5-1, dead-end streets shall be constructed to provide a cul-de-sac turnaround or other turnaround approved by the Director of Public Works. Where a turning circle is used, it shall meet the following requirements for radii:

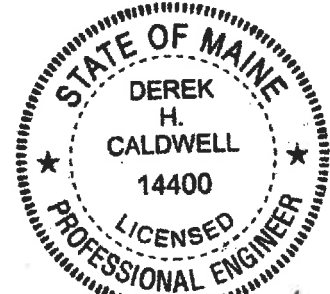
Property line:	eighty-five (85) feet
Outer edge of pavement:	seventy-five (75) feet
Inner edge of pavement:	fifty (50) feet

The Project Review Board may require larger radii for turning circles on a commercial street. The island in the circle shall be landscaped in a manner requiring low maintenance. Where the turning circle is in a wooded area prior to development, a stand of trees shall be maintained within the center of the circle if possible. The Board shall require the reservation of a twenty- (20-) foot easement in line with the street to provide continuation of pedestrian traffic or utilities to the next street. The Board may also require the reservation of a fifty- (50-) foot easement in line with the street to provide continuation of the road where future subdivision is possible. If a hammerhead or T-turnaround is approved, no driveways shall enter onto the turnaround. In all subdivisions except Commercial Open Space Subdivisions, A-a dead-end street shall be limited to a maximum of fifteen (15) dwelling units (not including corner lots that gain their access from another street). The length of a dead-end shall not exceed two thousand five hundred (2,500) feet.

Memorandum

18444

To: Will Conway, RLA
From: Derek Caldwell, P.E., PTOE
Date: May 15th, 2019
Subject: Trip Generation and Sight Distance Analysis
 Freeport Apartments
 Freeport, Maine



Derek Caldwell
05/15/2019

We have completed a trip generation analysis and sight distance for the proposed apartment development located on Desert Road in Freeport. It is our understanding that the facility is to consist of a total of 144 apartment units split between six 3-story buildings. The development is to have access thru a proposed driveway on Desert Road.

Trip Generation

The 10th Edition of the Institute of Transportation Engineers Trip Generation Manual, Land Use Code (LUC) 221 – Multifamily Housing (Mid-Rise) was used for this calculation. Table 1 below summarizes the results of the trip generation calculation.

Table 1 - Trip Generation
LUC – 221 – Multifamily Housing (Mid-Rise)
(144 Dwelling Units)

	Trip Generation Equation	Total	Entering	Exiting
Weekday	$T=5.45X-1.75$	783	392	391
AM Peak Hour of Adjacent	$LN(T)=0.98Ln(X)-.98$	49	13	36
PM Peak Hour of Adjacent	$LN(T)=0.96Ln(X)-0.63$	63	38	25
AM Peak Hour of Generator	$LN(T)=0.83Ln(X)-0.27$	47	13	34
PM Peak Hour of Generator	$LN(T)=0.83Ln(X)-0.05$	59	35	24
Saturday	$T=3.04x+417.11$	855	428	427
Saturday Peak Hour	$T=.42x+6.73$	67	33	34
Sunday	$T=4.09x$	589	295	294
Sunday Peak Hour	$T=0.39$	56	35	21

Sight Distance

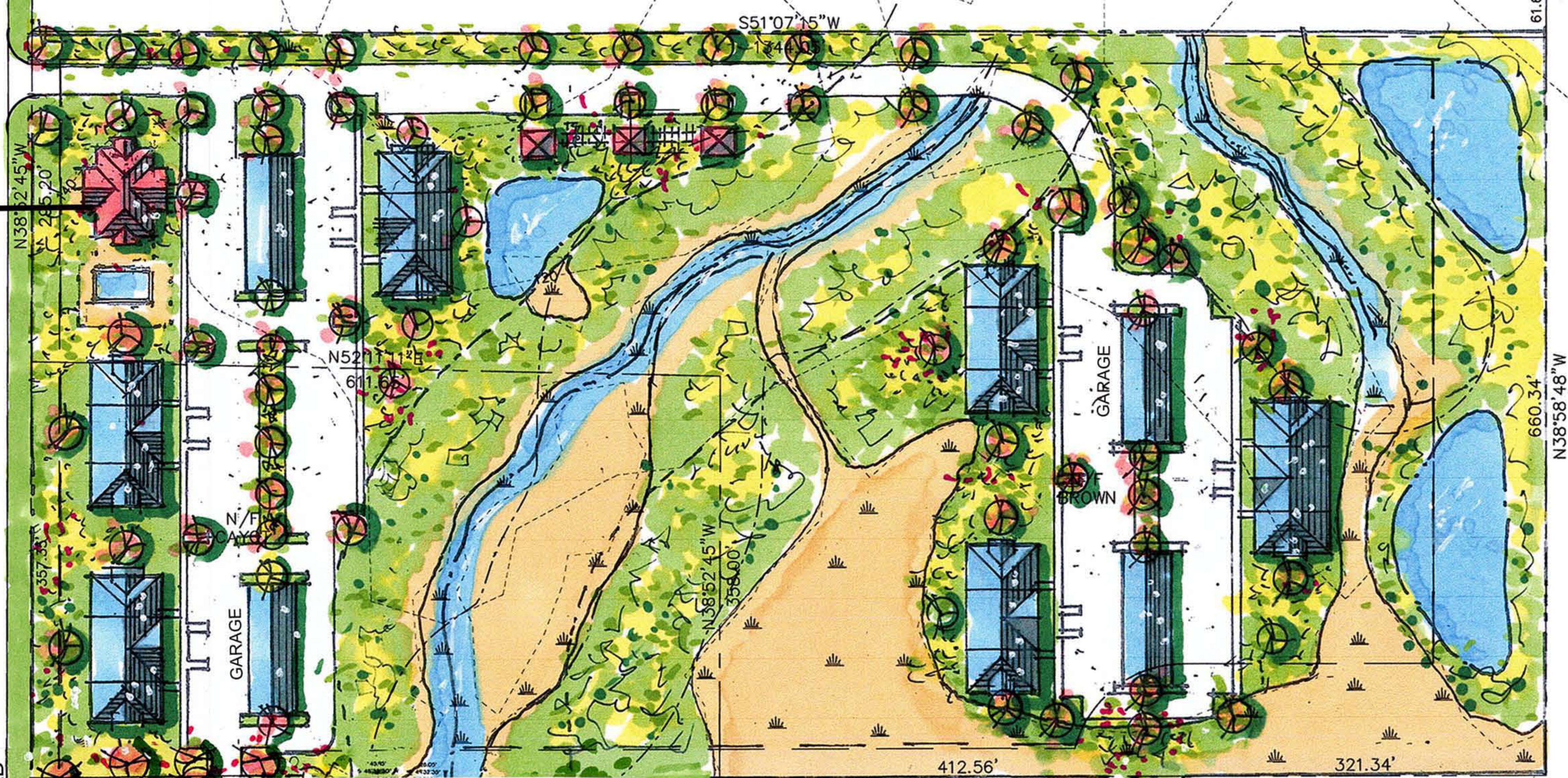
Sight distance was measured at the proposed Desert Road driveway location on April 26, 2019. At this location Desert Road is classified as a rural local roadway with a posted speed limit of 40 miles per hour. Sight distance was measured to be greater than 500 feet looking both left and right from the driveway location, exceeding the required sight distance of 275 feet for a 40 mile per hour roadway as specified in Section 512.D.5 of the Town of Freeport Zoning Ordinance.

Conclusion

The proposed Freeport Apartment development is expected to generate a total of 47, 59 and 67 vehicular trips during the AM, PM and Saturday Peak Hours respectively. Because the peak hour trip generation is less than 100 trips, a MaineDOT Traffic Movement Permit (TMP) will not be required for this development. The measured available sight distance at the proposed driveway location was found to exceed the minimum requirements.

CLUB-HOUSE

DESERT ROAD



SITE PLAN

Development Summary :

- * 144 Apartments / 6 Buildings / 24 Per Building
- * 325 Parking Spaces / 80 Garage Spaces + 245 Surface Spaces/ 2.25 Spaces Per Apartment

1"=100'
APRIL 18 2018
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FREEPORT APARTMENTS

FREEPORT, MAINE



35 Grove Street
Haddonfield, New Jersey, 08033
856.429.2001