



Highland Green  
Road Acceptance Application  
**Mountain Road**  
Town of Topsham

Project: Highland Green Project, Topsham, Maine



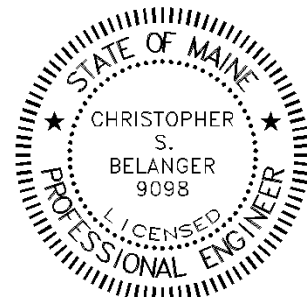
**Prepared By:**

Christopher S. Belanger, P.E.  
Belanger Engineering  
63 Second Avenue  
Augusta, ME 04330  
207-622-1462

**Prepared For:**

Seacoast Management Company  
20 Blueberry Lane  
Falmouth, Maine

**Date:** September 28, 2021



*Christopher S. Belanger*

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*Site Planning and Design*  
*Commercial Projects*  
63 Second Avenue, Augusta, Maine 04330

*Road and Utility Design*  
*Residential Subdivisions*

*Stormwater Management*  
*Town and State Approvals*  
**Phone: (207) 622-1462**

## TABLE OF CONTENTS

ITEM	Page
Cover Page	
Table of Contents	
Street Acceptance Application Mountain Road	1-7
Offer of Cession Mountain Road	8
Warranty Deed – Mountain Road	9-11
Easement Descriptions	12-20
Draft Real Estate Tax Declaration Form	21
Engineer Certification Letter	22
Belanger Engineering Letter of Authorization	23
Highland Green Articles of incorporation	24
Highland Green Ownership Documents	25-46
Declaration of Covenants and Restrictions	47-53
Stormwater System Maintenance Agreement	54-59
BTWD Inspection Letter	60
Sewer Inspection Letter	61
Draft One (1) Year Maintenance Warranty Letter	62



# TOWN OF TOPSHAM PLANNING OFFICE

100 Main Street  
Topsham, ME 04086  
Phone: (207) 725-1724 • Fax: (207) 725-1727

## STREET ACCEPTANCE APPLICATION

**A separate application with fee must be submitted for EACH street. The application fee is non refundable regardless of whether the Town accepts or does not accept the street as a public way.**

**FEE FOR STREET ACCEPTANCE REVIEW:**

- \$250.00 Plus
- \$1,500 Engineer Peer Review escrow Plus
- \$1,000 Legal professional review escrow

Total Amount Paid: \_\_\_\_\_

Date: \_\_\_\_\_

<b>PROPERTY DESCRIPTION</b>	Parcel ID	Map		Lot		Zoning District		Total Land Area	
	Physical Address								
<b>PROPERTY OWNER'S INFORMATION</b>	Name				Name of Business				
	Phone				Mailing Address				
	Fax								
	Email								
<b>APPLICANT'S AGENT INFORMATION</b>	Name				Name of Business				
	Phone				Mailing Address				
	Fax								
	Email								

**NOTICE: A decision by the Planning Board to grant permission to an applicant to subdivide and develop land is not a guarantee that the Town will automatically accept any roads that are constructed in said development as public roads. The Town is not obligated to accept any road as a public way when it determines it is not in the public's best interest, even if the proposed road is located in an approved subdivision and otherwise meets all specifications for a public road.**

<b>STREET NAME:</b>				With suffix: (Dr, Ln, Ave, St, etc.)	
<b>Length of Street</b>	feet		<b>SUBDIVISION NAME</b>		
<b>Dead End Street</b>	Y / N		<b>Number of Lots Served:</b>		
<b>PROJECT STATUS::</b>	Number	Work Completed As of [DATE]			
<b>Dwelling Units Built/ Under Construction</b>					
<b>Occupancy Permits Issued</b>					
<b>PAVEMENT:</b>		Work Completed As of [DATE]			
Base Pavement					
Final Pavement					
<b>Public Sewer</b>	Y / N	If yes, provide date of final inspection Provide a copy of the final inspection report from the Topsham Sewer Dist.			Mo. Da. Yr.
<b>Public Water</b>	Y / N	If yes, provide date of final inspection Provide a copy of the final inspection report from Brunswick - Topsham Water Dist.			Mo. Da. Yr.

## STREET ACCEPTANCE APPLICATION

The original signed copy of this form must be accompanied by the required application, fees and escrow, required number of application forms, plans, and other necessary submissions, as outlined in the checklist below.

### Street Acceptance Checklist (See Chapter 185)

- 9 Paper copies of the entire packet, collated and bound. [Nine (9) of written materials, four (4) – 24" x 36" plan sets plus five (5) – 11" x 17" plan sets.] Rolled plans will not be accepted.**
- ONE (1) Electronic copy (via thumb drive/USB; email submissions will not be accepted.)**
- Self-addressed stamped envelope to mail thumb drive back to applicant.**
- Agent Authorization form, signed**
- Peer Review Engineering Escrow**
- Legal Professional Review Escrow**

**The as built and approved street plan, profile, and cross section that includes the following:**

- Paper size; no less than 24" x 36"
- Plan scale 40 feet to 1 inch, when practical
- Plot plan showing north point, streetlight lines, buildings, right-of way monuments, waterways, topography and natural drainage courses with contours not great than 2 foot intervals, all angles and bearings, the distance to nearest established street lines, any buildings abutting said street or way with stations of their sidelines.
- Profile of said street or way drawn to a horizontal scale not larger than 40 feet to 1 inch with a corresponding 10 to 1 ratio vertical scale. Said profile shall be shown along with the utilities within the profile area.
- All plans shall be sealed by a professional engineer registered in the State of Maine.

YES	NO	EACH PACKET MUST INCLUDE THE FOLLOWING ITEMS:
<input type="checkbox"/>	<input type="checkbox"/>	A current offer of cession letter. (The letter should specify that the road and related improvements are being offered without request for compensation)
<input type="checkbox"/>	<input type="checkbox"/>	A warranty deed for the roadway. (This deed may be submitted in draft form for review and approval by the Town Attorney. Any revisions requested by the Town Attorney must be made to the deed and the signed original provided to the Planning Department before the Town acts on this application).
<input type="checkbox"/>	<input type="checkbox"/>	Copies of any associated easements documents (drainage, fire pond, conservation, etc.), must be reviewed and approved by the Town Attorney and which will be offered to the Town for acceptance before the Town acts on this application. These can be referenced in the road deed or provided in a separate deed.
<input type="checkbox"/>	<input type="checkbox"/>	A current Real Estate Transfer Tax Declaration Form. (Completed and signed by the property owner)
<input type="checkbox"/>	<input type="checkbox"/>	A copy of the recorded subdivision plan referenced in the proposed deed
<input type="checkbox"/>	<input type="checkbox"/>	A copy of the Record Drawings (As Built). (Once Record Drawings are approved by staff, applicant will submit 1 Auto Cad, 1 mylar, and 2 paper copies of same)
<input type="checkbox"/>	<input type="checkbox"/>	A one-year maintenance warranty. (The applicant must warranty all public improvements for a period of one year from the date of acceptance and must be prepared to supply a one-year maintenance guarantee to the Town in the form of a Letter of Credit, a Cash Escrow Account, or a Bond. The proposed form of the guarantee must be reviewed by the Town Attorney prior to finalization. The amount of the guarantee is determined by the Public Works Director or Town Engineer at the time of his final inspection. At the conclusion of the one-year warranty period, the owner shall request the Public Works Director or Town Engineer (as applicable) to prepare a second written report of inspection prior to the release of the maintenance guarantee).
<input type="checkbox"/>	<input type="checkbox"/>	A letter from the developer's engineer that the road proposed for acceptance as a Town Way was constructed to the appropriate standards as specified in the Town's Land Use and Development Code.
<input type="checkbox"/>	<input type="checkbox"/>	A letter from the town's engineer that the road proposed for acceptance as a Town Way was constructed to the appropriate standards as specified in the Town's Land use and Development Code.
<input type="checkbox"/>	<input type="checkbox"/>	A copy of the most current Subdivision Declaration and Homeowners' Association documents, including documentation showing that the Homeowners' Association has been formed.

Check all that apply		The following questions may apply. (Answer Yes/No or comment Does not Apply.)
Yes	No	General Information
		Is this street located within the growth area of Topsham? (see Comprehensive Plan)
		Is this a Complete Street? Does it provide for pedestrians, bicyclists, and all forms of transportation? (see 185-7) If not, why not?
		Does this street connect to other streets? (see 191-6) If not, why not?
		Is this street sufficient for emergency vehicles to travel safely? If not, why not?
		Are there the required number of street trees per lot frontage? (see 185-5J) If not, why not?

*I understand that the Town is under no legal obligation to accept this road as a public way. I also understand that the application fee is non refundable even if the Town does not accept this road as a public way. I hereby certify, to the best of my knowledge, the information contained in this application is true and accurate.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print (or type) name

**PLEASE RETURN COMPLETED APPLICATION TO THE TOWN PLANNER**

**NOTE: The Application for Street Acceptance will not be heard by the Planning Board until all required documentation is submitted by the applicant and reviewed by Town staff. The applicant should submit the application in enough time to allow for all inspections during months when the ground is not snow covered.**

**REVIEW STEPS**

**Staff Review:** Once all application documents have been received, the Planning Department and the Town Attorney will review the documents. The Peer Review Engineer, Emergency Personnel and the Public Works Director will inspect the road that is proposed for acceptance and issue a report. Applicants should expect this step to take approximately one month. If the applicant has submitted all necessary documents and if all documents submitted were in order. The Planning Board will not consider an application to accept a road until said application with all documentation is complete and the fee is paid in full.

**Planning Board Acceptance:** Once it has been determined that all documents are in order, the item will be placed on the next Planning Board agenda for their consideration on whether to approve the road as a public way if they determine it meets all of the Topsham Street Ordinance standards, and is in the public's best interest.

**Selectmen/ Town Meeting:** Once the item has been approved by the Planning Board, the Topsham Selectmen will hold a public hearing to place the item on Town Meeting Warrant. The item will then be discussed and voted upon at a Topsham Town Meeting.

# PUBLIC WORKS DEPARTMENT STREET ACCEPTANCE CHECKLIST

*(To be completed by Director of Public Works)*

Street Name: \_\_\_\_\_

Subdivision/Project Name \_\_\_\_\_

OWNER/Developer \_\_\_\_\_

Final Inspection by \_\_\_\_\_ Date \_\_\_\_\_

**Please mark each of the following items Yes, No or NA (Not applicable)**

- Roadway and shoulders constructed per approved plans.
- As-built drawings match approved plans
- Drainage installed per approved plans.
- Curbing installed per approved plans.
- Sidewalks installed per approved plans.
- Roadway monumentation installed per approved plans.
- Catch basins cleaned.
- Detention ponds constructed per approved plans.
- Paved driveway aprons.
- Driveway built compliant with Chapter 184
- Mailbox locations per approved plans.
- Street trees and landscaping completed per approved plans.
- Street signs and traffic control signs installed per approved plans.
- Loaming and seeding completed per approved plans.
- Permanent erosion control installed per approved plans.
- Final clean up completed.
- Core Sample(s) taken, measured and meet the Town's minimum standards.

Note any incomplete items or compliance issues: \_\_\_\_\_

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# PLANNING DEPARTMENT STREET ACCEPTANCE CHECKLIST

*(To be completed by the Town Planner)*

Street Name: \_\_\_\_\_

Subdivision/Project Name \_\_\_\_\_

OWNER/Developer \_\_\_\_\_

Street Classification \_\_\_\_\_ Street Length \_\_\_\_\_

Type of Approval:  Final  Acceptance Prior to Final Paving

**Verification of occupancy permits for 50% of the housing units in the subdivision, if there are more than 20 lots in the subdivision or 50% of the approved construction phase.**

Total number of lots \_\_\_\_\_

Number of occupancy permits issued \_\_\_\_\_, \_\_\_\_\_%

Number of lots in phase \_\_\_\_\_

Number of occupancy permits issued \_\_\_\_\_, \_\_\_\_\_%.

**Please mark each of the following items Yes, No or NA (Not applicable)**

- \_\_\_ Letter of Cession.
- \_\_\_ Road Deed (\_\_\_ includes center of turning circle).
- \_\_\_ Real Estate Transfer Tax Declaration Form.
- \_\_\_ Easement deeds for road drainage, utilities, etc.
- \_\_\_ Other documents \_\_\_\_\_.
- \_\_\_ Reviewed by Town Attorney and approved on \_\_\_\_\_.
- \_\_\_ Fire pond/dry hydrant installations reviewed & approved by Fire Chief.
- \_\_\_ BTWD: Water/Final Inspection Report received.
- \_\_\_ TSD: Sewer/Final Inspection Report received.
- \_\_\_ Public Works Director's checklist.
- \_\_\_ Fire Chief checklist
- \_\_\_ As-Built drawings delivered to:  Engineer  Public Works  Planner.
- \_\_\_ One Year Bond for street trees provided (see 185-8K) Amount \_\_\_\_\_ Date \_\_\_\_\_
- \_\_\_ Performance guarantee provided (see 191-13B) Amount \_\_\_\_\_ Date \_\_\_\_\_
- \_\_\_ Legal Documents & Plan ROW provided to Town Clerk. Date \_\_\_\_\_.
- \_\_\_ Legal Documents & Plan ROW provided to Town Manager. Date \_\_\_\_\_.
- \_\_\_ Water mains inspected and approved by Brunswick Topsham Water District. Final inspection report received.
- \_\_\_ Sewer mains and pump stations inspected and approved by Topsham Sewer District. Final inspection report received.

Note any incomplete items or compliance issues: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FIRE DEPARTMENT STREET ACCEPTANCE CHECKLIST

*(To be completed by the Fire Chief)*

Street Name: \_\_\_\_\_

Subdivision/Project Name \_\_\_\_\_

OWNER/Developer \_\_\_\_\_

Final Inspection by \_\_\_\_\_ Date \_\_\_\_\_

**Please mark each of the following items Yes, No or NA (Not applicable)**

- Fire ponds constructed per plans.
- Fire ponds inspected, tested and approved by the Topsham Fire Department.
- Hydrants inspected, tested and approved by the Topsham Fire Department.
- No. of new hydrants \_\_\_\_\_.
  
- Are the dead end street turnarounds installed per approved plans

Note and incomplete items or compliance issues:

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# PEER REVIEW STREET ACCEPTANCE CHECKLIST

*(To be completed by Engineering Peer Reviewer)*

Street Name: \_\_\_\_\_

Subdivision/Project Name \_\_\_\_\_

OWNER/Developer \_\_\_\_\_

Final Inspection by \_\_\_\_\_ Date \_\_\_\_\_

**Please mark each of the following items Yes, No or NA (Not applicable)**

- All streets are constructed in compliance with 185-7 A, B, C
- All streets, sidewalks, and utilities and constructed and conform to 185-8

Note and incomplete items or compliance issues:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



September 28, 2021

Derek Scrapchansky, Town Manager  
Town of Topsham  
100 Main Street  
Topsham, ME 04086

RE: Offer of Cession for **Mountain Road**, Highland Green Subdivision, Tax Map#R4  
Lot 65 17A-6, 17A-B2

Dear Mr. Scrapchansky;

On behalf of Seacoast Management Company, we are pleased to offer this written offer of cession and deeds for **Mountain Road** and all associated utility easements and rights of way, (including the so-called potential future road extensions shown on the subdivision plans) as shown on the Highland Green Subdivision plans, prepared by Paul Ruopp. This offer is not made without demand for compensation. This roadway has been constructed to service 5 lots in the Highland Green Subdivision as approved by the Topsham Planning Board.

A copy of the final subdivision plan showing the roadways and associated easements is now enclosed. Highland Green and Seacoast Management Company has constructed this road to Town standards in accordance with the approved plans and under the supervision of the Town's inspectors.

If you require any additional information regarding our request, please contact me.  
Thank you for your cooperation in this matter.

Sincerely,

Very truly yours,

A handwritten signature in black ink, appearing to read "Ch Belanger".

Christopher S. Belanger, P.E.  
Agent for Developer

Enclosures

cc: John Wasileski, Owner, Seacoast Management Company

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*Site Planning and Design*  
*Commercial Projects*  
**63 Second Avenue, Augusta, Maine 04330**

*Road and Utility Design*  
*Residential Subdivisions*

*Stormwater Management*  
*Town and State Approvals*  
**Phone: (207) 622-1462**

## ***Warranty Deed***

***Central Topsham Associates LLC***, a Maine Limited Liability Company with a place of business at 20 Blueberry Lane, Falmouth, in the County of Cumberland and State of Maine, for consideration paid, grants to the ***Town of Topsham***, a Municipal Corporation organized and existing under the laws of the State of Maine, with a place of business at 100 Main Street, Topsham, in the County of Sagadahoc and State of Maine, with Warranty Covenants, a certain lot or parcel of land located

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the westerly right of way line of Village Drive, near the northeasterly corner of Lot G-1-2 of Highland Green Subdivision, at the cusp of a curve, said curve being concave southwesterly with a radius of 30.00 feet;

Thence northwesterly and westerly 47.13 feet along the arc of said curve through a central angle of 90°00'00" to the tangent point of said curve;

Thence by a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum, South 82°14'04" West 86.77 feet along Lot G-1-2 to the beginning of a curve concave southerly with a radius of 970.00 feet;

Thence westerly 82.89 feet along the arc of said curve, through a central angle of 4°53'45" along Lot G-1-2, to the tangent point of said curve;

Thence South 77°20'19" West 156.63 feet along Lot G-1-2 to beginning of a curve concave northerly with a radius of 1,230.00 feet;

Thence westerly 224.40 feet along the arc of said curve, through a central angle of 10°26'37", along Lot G-1-2, to the tangent point of said curve;

Thence South 87°46'56" West 18.36 feet along Lot G-1-2 to the northeasterly corner of Lot R-6 Highland Green Subdivision;

Thence South 87°46'56" West 49.67 feet along said Lot R-6 to the beginning of a curve concave southeasterly with a radius of 570.00 feet;

Thence westerly and southwesterly 283.12 feet along the arc of said curve, through a central angle of 28°27'30, along said Lot R-6 to the tangent point of said curve;

Thence South 59°19'25" West 30.21 feet along said Lot R-6 to the beginning of a curve concave northwesterly with a radius of 330.00 feet;

Thence southwesterly 55.73 feet along the arc of said curve, through a central angle of 9°40'33", along said Lot R-6, to the beginning of a curve concave southeasterly with a radius of 30.00 feet;

Thence southwesterly and southerly 40.17 feet along the arc of said curve through a central angle of 57°54'36" along said Lot R-6;

Thence by a radial line to said curve, South 82°16'40" West 50.00 to the northeasterly line of Lot R-7, at a non-tangent curve concave southwesterly with a radius of 235.00 feet;

Thence northwesterly 129.84 feet along the arc of said curve, through a central angle of 31°39'25", along Lot R-7 to the tangent point of said curve;

Thence North 39°22'45" West 74.32 feet along Lot R-7 to the easterly line of the parcel of land described in the conveyance to Affordable Mid-Coast Housing, LLC, deed recorded Book 3384 Page 061 Sagadahoc County Registry of Deeds;

Thence North 10°07'06" East 69.70 feet along the easterly line of the parcel of land described on the said conveyance to Affordable Mid-Coast Housing, LLC, to the southerly line of Lot G-B2-2 Highland Green Subdivision;

Thence South 47°48'32" East 89.80 feet along the southwesterly line of Lot B-B2-2 to the tangent point of a curve concave northerly with a radius of 166.00 feet;

Thence southeasterly, easterly and northeasterly 195.75 feet along the arc of said curve, through a central angle of 67°33'52", along the southerly line of Lot G-B2-2 to the beginning of a curve concave southeasterly with a radius of 630.00 feet;

Thence northeasterly and easterly 257.95 feet along the arc of said curve through a central angle of 23°27'34", along said Lot G-B2-2, to the tangent point of said curve;

Thence North 87°46'56" East 68.03 feet along Lot G-B2-2 to the southwesterly corner of Lot G-B2-1, at the beginning of a curve concave northerly with a radius of 1,170.00 feet;

Thence easterly 213.26 feet along the arc of said curve, through a central angle of 10°26'37", along said Lot G-B2-1, to the tangent point of said curve;

Thence North 77°20'19" East 156.66 feet along said Lot G-B2-1 to the southwesterly corner of Lot R-22 at the beginning of a curve concave southerly with a radius of 1,030.00 feet;

Thence easterly 88.01 feet along the arc of said curve through a central angle of 4°53'45", along said Lot R-22 to the tangent point of said curve;

Thence North 82°14'04" East 92.81 feet along said Lot R-22 to the beginning of a curve concave northwesterly with a radius of 30.00 feet;

Thence easterly northeasterly and northerly 44.42 feet along the arc of said curve, through a central angle of 84°49'21" along said Lot R-22 to the cusp of said curve at the westerly right of way line of Evergreen Circle;

Thence South 4°52'48" East 117.44 feet along the westerly right of way line of Evergreen Circle NOTE (this call needs to be verified as to where Village Drive terminates and Evergreen Circle begins) to the point of beginning; containing 1.47 acres.

Reserving the rights granted for electric, tele-communication and cable-TV utilities.

The above description is based upon a survey by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 2 Highland Green Subdivision, dated 09 November 2019, recorded in Plan Book 2020P Pages 000083-000084 at Sagadahoc County Registry of Deeds as part of this description.

IN WITNESS WHEREOF, Central Topsham Associates, LLC has caused this instrument to be signed and sealed by JBW Management, Inc., its Manager, by John B. Wasileski, its President, thereunto duly authorized, on September, 2021.

WITNESS:

**(OWNER)**

Central Topsham Associates, LLC

By: JBW Management, Inc., its Manager

By: \_\_\_\_\_

Name: John B. Wasileski

Its: President

STATE OF MAINE

Sagadahoc, ss.

February \_\_, 2021

Then personally appeared the above-named John B. Wasileski, President of JBW Management, Inc., Manager of Central Topsham Associates, LLC, and acknowledged the foregoing Agreement to be the free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Print Name:

**Description of EASEMENT FOR DRAINAGE AND UTILITES**  
**LOT G-B2-1**  
**Highland Green Subdivision**  
**Topsham, Maine**

April 16, 2018  
REVISED October 24, 2019

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the northerly right of way line of Mountain Road, at the easterly line of Lot GB2-2 Highland Green Subdivision;

Thence by a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum, North  $5^{\circ}15'07''$  East 15.02 feet along the easterly line of said Lot G-B2-2;

Thence North  $87^{\circ}46'56''$  East 0.80 feet through Lot G-B2-1 Highland Green Subdivision to the beginning of a curve concave northerly with a radius of 1,155.00 feet;

Thence easterly 210.53 feet by the arc of a curve, through a central angle of  $10^{\circ}26'37''$ , through Lot G-B2-1 Highland Green Subdivision to the tangent point of said curve;

Thence North  $77^{\circ}20'19''$  East 152.64 feet through Lot G-B2-1 Highland Green Subdivision to the westerly line of Lot R-22 Highland Green Subdivision as revised by Plan of Subdivision Amendment IX, Highland Green Subdivision;

Thence South  $27^{\circ}32'31''$  East 15.52 feet along the westerly line of said Lot R-22 to the northerly right of way line of said Mountain Road;

Thence South  $77^{\circ}20'19''$  West 156.63 feet along the northerly right of way line of Mountain Road to the beginning of a curve concave northerly with a radius of 1,170.00 feet;

Thence westerly 213.26 feet along the arc of said curve, through a central angle of  $10^{\circ}26'37''$ , along the northerly right of way line of Mountain Road to the point of beginning; containing 5,501 square feet.

The above description is based upon a survey Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 1 Highland Green Subdivision, dated 21 October 2019, recorded Plan Sagadahoc County Registry of Deeds as part of this description.

**Description of EASEMENT FOR DRAINAGE AND UTILITES**  
**LOT G-B2-2**  
**Highland Green Subdivision**  
**Topsham, Maine**

REVISED October 24, 2019

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the easterly line of the parcel of land described in the conveyance to Affordable Mid-Coast Housing, LLC, deed recorded Book 3384 Page 061 Sagadahoc County Registry of Deeds, South  $10^{\circ}07'06''$  West 45.79 feet from the southeasterly corner of Lot G-3 on Plan of Highland Green Subdivision;

Thence by a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum, South  $47^{\circ}48'32''$  East 99.20 feet through Lot G-B2-2 Plan of Highland Green Subdivision to the beginning of a curve concave northerly with a radius of 151.00 feet;

Thence southeasterly and easterly 178.06 feet along the arc of said curve, through a central angle of  $67^{\circ}33'52''$ , through said Lot G-B2-2, to the beginning of a curve concave southeasterly with a radius of 645.00 feet;

Thence easterly and northeasterly 264.09 feet along the arc of said curve, through a central angle of  $23^{\circ}27'34''$ , through Lot G-B2-2, to the tangent point of said curve;

Thence North  $87^{\circ}46'56''$  East 67.23 feet through Lot G-B2-2 to the westerly line of Lot G-B2-1;

Thence South  $5^{\circ}15'07''$  East 15.02 feet along the westerly line of Lot G-B2-1 to the northerly right of way of Mountain Road, Highland Green Subdivision;

Thence South  $87^{\circ}46'56''$  West 68.03 feet along the northerly right of way of Mountain Road, Highland Green Subdivision to the beginning of a curve concave southeasterly with a radius of 630.00 feet;

Thence westerly and southwestly 257.95 feet along the arc of said curve through a central angle of  $23^{\circ}27'34''$ , along the northerly right of way of Mountain Road, to the beginning of a curve concave northerly with a radius of 166.00 feet;

Thence westerly and northwesterly 195.75 feet along the arc of said curve, through a central angle of  $67^{\circ}33'52''$ , along the northerly right of way of Mountain Road, to the tangent point of said curve;

Thence North  $47^{\circ}48'32''$  West 89.80 feet along the northeasterly right of way of Mountain Road to the easterly line of the parcel of land described on the said conveyance to Affordable Mid-Coast Housing, LLC;

Thence North  $10^{\circ}07'06''$  East 17.70 feet along the easterly line of the parcel of land described on the said conveyance to Affordable Mid-Coast Housing, LLC, to the point of beginning; containing 9,248 square feet.

Reserving the rights granted for gas utilities. Also reserving the right to relocate and construct a cart path for golf vehicles.

12090048\_EASEMENT\_LOT\_GB2\_2\_2019\_10\_24

The above description is based upon a survey Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 1 Highland Green Subdivision, dated 21 Oct 2019, recorded Plan Sagadahoc County Registry of Deeds as part of this description.



**Description of EASEMENT FOR DRAINAGE AND UTILITES**  
**LOT R-22**  
**Highland Green Subdivision**  
**Topsham, Maine**

October 28, 2019

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the northerly right of way line of Mountain Road, at the easterly line of Lot G-B2-1 Highland Green Subdivision, as revised by Plan of Subdivision Amendment IX, Highland Green Subdivision;

Thence by a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum, North 27°32'31" West 15.52 feet along the easterly line of said Lot G-B2-1;

North 77°20'19" East 3.99 feet through Lot R-22 Highland Green Subdivision to the beginning of a curve concave southerly with a radius of 1,045.00 feet;

Thence easterly 30.64 feet along the arc of said curve, through a central angle of 1°40'47", through Lot R-22 to the beginning of a curve concave southerly with a radius of 15.00 feet;

Thence northeasterly, easterly and southeasterly 26.16 feet along the arc of said curve, through a central angle of 99°54'51", through Lot R-22, to the beginning of a curve concave southerly with a radius of 1,045.00 feet;

Thence easterly 35.69 feet along the arc of said curve, through a central angle of 1°57'24", through Lot R-22 to the tangent point of said curve;

Thence North 82°14'04" East 118.79 feet through Lot R-22 to the right of way line of Mountain Road, at a non-tangent curve, concave westerly with a radius of 30.00 feet;

Thence southerly, southwesterly and westerly 31.42 feet along the arc of said curve, through a central angle of 60°00'00", along the right of way line of Mountain Road, to the tangent point of said curve;

Thence South 82°14'04" West 92.81 feet along the right of way line of Mountain Road to the beginning of a curve concave southerly with a radius of 1,030.00 feet;

Thence westerly 88.01 feet along the arc of said curve, through a central angle of 4°53'45", along the right of way line of Mountain Road to the point of beginning; containing 3,108 square feet.

The above description is based upon a survey Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 1 Highland Green Subdivision, dated 21 October 2019, recorded Plan Book Sagadahoc County Registry of Deeds as part of this description.

**Description of EASEMENT FOR STORM DRAIN**  
**LOTS R-6 G-1-2**  
**Highland Green Subdivision**  
**Topsham, Maine**

REVISED October 25, 2019

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the line between Lot R-6 and Lot G-1-2 Highland Green Subdivision, South 1°28'21" East 15.00 feet from the northerly corner of said lots at the southerly right of way line of Mountain Road;

Thence by a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum North 87°46'56" East 15.00 feet along the southerly line of the easement granted to the Town of Topsham for drainage and utilities across Lot R-6;

The by following several courses and distances through Lot G-1-2:

South 1°28'21" East 208.14 feet;

South 79°11'27" East 73.43 feet;

South 58°38'02" East 190.25 feet;

South 30°52'51" West 30.00 feet;

North 58°38'02" West 185.07 feet;

North 79°11'27" West 76.81 feet to the line between Lots G-1-2, R-6;

Thence continuing by the following several courses and distances through Lot R-6:

North 79°11'27" West 30.70 feet

North 01°28'21" West 228.46 feet to the southerly line of the easement granted to the Town of Topsham for drainage and utilities across Lot R-6;

Thence North 87°46'56" East 30.20, along the southerly line of said easement granted to the Town of Topsham, to the point of beginning; containing 18,168 square feet.

Together with the right to discharge storm water runoff to the storm water pond on Lot G-1-2.

Reserving the right to relocate, construct and maintain a cart path for golf vehicles.

The above description is based upon a survey Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 1 Highland Green Subdivision, date 21 Oct 2019, recorded Plan Book Sagadahoc County Registry of Deeds as part of this description.

**Description of EASEMENT FOR DRAINAGE AND UTILITIES**  
**LOT R-6, and Annex Drive**  
**Highland Green Subdivision**  
**Topsham, Maine**

October 21, 2019

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the southerly right of way line of Mountain Road, at the northwesterly corner of Lot G-1-2 Highland Green Subdivision;

Thence by a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum South  $1^{\circ}28'21''$  East 15.00 feet along the westerly line of said Lot G-1-2;

Thence South  $87^{\circ}46'56''$  West 49.47 feet through said Lot R-6 to the beginning of a curve concave southeasterly with a radius of 555.00 feet;

Thence westerly and southwesterly 275.66 feet along the arc of said curve, through a central angle of  $28^{\circ}27'30''$ , through said Lot R-6 to the tangent point of said curve;

Thence South  $59^{\circ}19'25''$  West 30.21 feet through said Lot R-6 to the beginning of a curve concave northwesterly with a radius of 345.00 feet;

Thence southwesterly 58.26 feet along the arc of said curve, through a central angle of  $09^{\circ}40'33''$ , through said Lot R-6, to a curve concave southeasterly with a radius of 15.00 feet;

Thence southwesterly and southerly 20.09 feet along the arc of said curve through a central angle of  $76^{\circ}43'18''$  through Lot R-6 to the beginning of a curve concave northwesterly with a radius of 15.00 feet;

Thence southerly, southwesterly and westerly 23.56 feet along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , through Lot R-6 to the tangent point of said curve at the easterly right of way of a proposed road known as Annex Drive;

Thence South  $82^{\circ}16'40''$  West 50.00 feet across Annex Drive to the westerly right of Way of said annex Drive at a non-tangent curve concave westerly with a radius of 235.00 feet;

Thence Northwesterly 14.98 feet along the arc of said curve, through a central angle of  $3^{\circ}39'08''$ , in the westerly right of way of Annex Drive to the southerly right of way of Mountain Road;

Thence by a non-tangent line North  $82^{\circ}16'40''$  East 50.00 feet along the southerly right of way line of Mountain Road to the easterly right of way of Annex Drive at a non-tangent curve concave southeasterly with a radius of 30.00 feet;

Thence northerly and northeasterly 30.32 feet along the arc of said curve, through a central angle of  $57^{\circ}54'36''$ , along the southerly right of way line of Mountain Road to the beginning of a curve concave northwesterly with a radius of 330.00 feet;

Thence northeasterly 55.73 feet along the arc of said curve, through a central angle of  $9^{\circ}40'33''$ , along the southerly right of way line of Mountain Road to the tangent point of said curve;

Thence North  $59^{\circ}19'25''$  East 30.21 feet along the southerly right of way line of Mountain Road to the beginning of a curve concave southeasterly with a radius of 570.00 feet;

Thence northeasterly and easterly 283.12 feet along the arc of said curve, through a central angle of  $28^{\circ}27'30''$ , along the southerly right of way line of Mountain Road to the tangent point of said curve;

Thence North  $87^{\circ}46'56''$  East 49.67 feet along the southerly right of way line of Mountain Road to the point of beginning; containing 6,512 square feet.

Reserving the right to relocate, construct and maintain a cart path for golf vehicles. Also the right to construct and maintain a road or drive across said easement or access to future development.

The above description is based upon a survey Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 1 Highland Green Subdivision, dated 21 October 2019, recorded Plan Sagadahoc County Registry of Deeds as part of this description.

**Description of EASEMENT FOR DRAINAGE AND UTILITES**  
**LOT G-1-2**  
**Highland Green Subdivision**  
**Topsham, Maine**

April 16, 2018  
REVISED October 28, 2019

A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, the boundaries of which are more particularly located and described as follows:

Beginning in the westerly right of way line of Village Drive, near the northeasterly corner of Lot G-1-2 of Highland Green Subdivision, 15.71 feet northerly from the cusp of a curve, at the intersection of the southerly right of way line of Mountain Road and the westerly right of way line of Village Drive;

Thence be a bearing oriented to Grid North, Maine State Plane Coordinate System West Zone, 1983 Datum, South 82°14'04" West 112.76 feet through Lot G-1-2 to the beginning of a curve concave southerly with a radius of 955.00 feet;

Thence westerly 34.13 feet along the arc of said curve, through a central angle of 2°02'51" through Lot G-1-2, to the beginning of a curve concave northerly with a radius of 15.00 feet;

Thence southerly, southwesterly, westerly, northwesterly and northerly 48.16 feet by the arc of said curve, through a central angle of 183°56'22", through Lot G-1-2, to a non-tangent curve, concave southerly with a radius of 955.00 feet;

Thence westerly 17.49 feet along the arc of said curve, through a central angle of 1°02'58" through Lot G-1-2, to the tangent point of said curve;

Thence South 77°20'19" West 156.63 feet through Lot G-1-2 to beginning of a curve concave northerly with a radius of 1,245.00 feet;

Thence westerly 163.82 feet along the arc of said curve, through a central angle of 7°32'21", through Lot G-1-2;

Thence by a non-tangent line to said curve South 31°24'10" East 7.36 feet through Lot G-1-2;

Thence South 06°00'48" East 27.45 feet through Lot G-1-2;

Thence South 83°39'45" West 30.65 feet through Lot G-1-2;

Thence North 06°50'15" West 22.93 feet through Lot G-1-2;

Thence North 31°24'10" West 13.64 feet through Lot G-1-2 to a non-tangent curve concave northerly with a radius of 1,245.00 feet;

Thence westerly 29.43 feet along the arc of said curve, through a central angle of 1°21'15", through Lot G-1-2 to the tangent point of said curve;

Thence South  $87^{\circ}46'56''$  West 18.55 feet through Lot G-1-2 to the easterly line of Lot R-6 Highland Green Subdivision;

Thence North  $1^{\circ}28'21''$  West 15.00 feet along the easterly line of said Lot R-6 to the southerly right of way line of Mountain Road;

Thence North  $87^{\circ}46'56''$  East 18.36 feet along the southerly right of way line of Mountain Road to the beginning of a curve concave northerly with a radius of 1,230.00 feet;

Thence easterly 224.20 feet along the arc of said curve, through a central angle of  $10^{\circ}26'37''$ , along the southerly right of way line of Mountain Road, to the tangent point of said curve;

Thence North  $77^{\circ}20'19''$  East 156.63 feet along the southerly right of way line of Mountain Road, to the beginning of a curve concave southerly with a radius of 970.00 feet;

Thence easterly 82.89 feet along the arc of said curve, through a central angle of  $4^{\circ}53'45''$ , along the southerly right of way line of Mountain Road, to the tangent point of said curve;

Thence North  $82^{\circ}14'04''$  East 86.77 feet along the southerly right of way line of Mountain Road to the beginning of a curve concave southwesterly with a radius of 30.00 feet;

Thence easterly and southeasterly 31.42 feet along the arc of said curve, through a central angle of  $60^{\circ}00'00''$ , along the southerly right of way line of Mountain Road to the point of beginning; containing 10,283 square feet.

Reserving the rights granted for electric, tele-communication and cable-TV utilities, and right granted to the Brunswick and Topsham Water District. Also reserving the right to relocate and construct a cart path for golf vehicles.

Together with the right to discharge storm water from Mountain Road storm drainage system onto Lot G-1-2.

The above description is based upon a survey Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision Amendment IX Revision 1 Highland Green Subdivision, dated 21 October 2019, recorded Plan Sagadahoc County Registry of Deeds as part of this description.



**MAINE REAL ESTATE  
TRANSFER TAX DECLARATION  
Form RETTD**  
Do not use red ink.

1. County **Sagadahoc**

2. Municipality **Topsham**

**3. GRANTEE/PURCHASER**

3a. Last name, first name, MI; or business name  
**Town of Topsham**

3b. Federal ID

3c. Last name, first name, MI; or business name

3d. Federal ID

3e. Mailing address after purchasing this property  
**100 Main Street**

3f. Municipality  
**Topsham**

3g. State **ME** 3h. ZIP Code **04086**

BOOK/PAGE - REGISTRY USE ONLY

**4. GRANTOR/SELLER**

4a. Last name, first name, MI; or business name  
**Central Topsham Associates LLC**

4b. Federal ID

4c. Last name, first name, MI; or Business name

4d. Federal ID

4e. Mailing address  
**20 Blueberry Lane**

4f. Municipality  
**Falmouth**

4g. State **ME** 4h. ZIP Code

5. PROPERTY 5a. Map Block Lot Sub-lot

- Check any that apply
- No maps exist
  - Multiple parcels
  - Portion of parcel
  - Not applicable

5b. Type of property - enter the code number that best describes the property being sold (see instructions).

5c. Physical location  
**Mountain Road**

5d. Acreage (see instructions)

**6. TRANSFER TAX**

6a. Purchase price (If the transfer is a gift, enter "0") ..... 6a. **\$ 0 .00**

6b. Fair market value (Enter a value only if you entered "0" or a nominal value on line 6a) ..... 6b. **\$ 0 .00**

6c. Exemption claim -  Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below.

7. DATE OF TRANSFER (MM-DD-YYYY)

8. CLASSIFIED. WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use.  CLASSIFIED

9. SPECIAL CIRCUMSTANCES. Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below.   
**Transfer to Government entity**

10. INCOME TAX WITHHELD. The buyer is not required to withhold Maine income tax because:
- Seller has qualified as a Maine resident
  - A waiver has been received from the State Tax Assessor
  - Consideration for the property is less than \$100,000
  - The transfer is a foreclosure sale

11. OATH. Aware of penalties as set forth in 36 M.R.S. § 4641-K, I declare that I have reviewed this return with the Grantor(s) and Grantee(s) and to the best of my knowledge and belief the information contained herein is true, correct and complete. Declaration of preparer is based on information provided by Grantor(s) and Grantee(s) and of which preparer has any knowledge.

PREPARER. Name of preparer: **Chris Belanger** Phone number: **(207) 622-1462**  
Mailing address: **63 Second Avenue** Email address: **cbelanger@roadrunner.com**  
**Augusta, Maine 04330** Fax number:



September 28, 2021  
Rod Melanson, Town Planner  
Town of Topsham  
100 Main Street  
Topsham, ME 04086

**RE:** Engineer Certification for Mountain Road road construction for Highland Green Subdivision, Tax Map#R4 Lots 17A-6, 17A-B2-1, 17A-B2-2

Dear Mr. Melanson;

As required by the Town of Topsham Road Acceptance application we are providing an engineer certification for the road construction completed for the Highland Green Subdivision Project. The developer, Seacoast Management Company, owns Central Topsham Associates LLC and has developed and completed the road construction for Mountain Road. Mountain Road is being offered for public acceptance.

Mountain Road has been constructed in accordance with the approved plans and listed conditions of approval as required. The road infrastructure has been completed. The road was final paved in October, 2020 when weather conditions allowed.

If you require any additional information regarding our request for road acceptance, please contact me.

Sincerely,

Very truly yours,

Christopher S. Belanger, P.E.  
Agent for Developer

Enclosures

cc: John Wasileski, Owner, Seacoast Management Company



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*Site Planning and Design*  
*Commercial Projects*  
**63 Second Avenue, Augusta, Maine 04330**

*Road and Utility Design*  
*Residential Subdivisions*

*Stormwater Management*  
*Town and State Approvals*  
**Phone: (207) 622-1462**





June 24th, 2021

Christopher Belanger, P.E.  
Belanger Engineering  
63 Second Avenue  
Augusta, ME 04330

RE: Local and State Permitting Authorization  
Town Hall Village, Highland Green, JBW Management, OceanView at Falmouth and  
OceanView at Cumberland Communities  
For and on Behalf of Sea Coast Management Company and associate entities

Dear Chris,

Please accept this letter as the full authorization for Belanger Engineering to act as agent for Sea Coast Management Company with regard to various land use permitting requirements for all of its communities and projects including, but not limited to, Town Hall Village at the Highlands, Highland Green, Central Topsham Associates, 10-16-63 Corp. JBW Management Inc., JBW Construction, OceanView at Falmouth and OceanView at Cumberland. This authorization includes any and all submissions to DEP, DOT, EPA, ACOE and the Towns of Topsham, Cumberland and Falmouth, Maine.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Chris Wasileski", followed by the date "6/24/21".

Christopher Wasileski  
Director of Development  
Sea Coast Management Company



# MAINE

Department of the Secretary of State  
Bureau of Corporations, Elections and Commissions

## Corporate Name Search

### Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Tue Jan 03 2017 15:43:01. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
CENTRAL TOPSHAM ASSOCIATES, LLC	20000813DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
02/18/2000	N/A	MAINE

Other Names	(A=Assumed ; F=Former)
HIGHLAND GREEN	A

#### Clerk/Registered Agent

RONALD A. EPSTEIN  
PO BOX 4510  
PORTLAND, ME 04112

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List of Filings

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#### Obtain additional information:

Additional Addresses

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[Certified copy](#)

Certificate of Existence [\(more info\)](#)

[Short Form without amendments \(\\$30.00\)](#)

[Long Form with amendments \(\\$30.00\)](#)

## Chris Belanger

---

**From:** Ronald A. Epstein <REpstein@JBGH.com>  
**Sent:** Friday, September 2, 2016 2:02 PM  
**To:** Chris Belanger  
**Attachments:** Deed HG.doc

Chris: John Wasileski mentioned that you would be calling but I am on my way out for the long weekend so I am emailing as to what he wants.

He would like a single page Highland Green plan that shows (1) lots owned by Central Topsham Associates, LLC and identified as such; (2) lots owned by Central Topsham Associates II, LLC and identified as such; and (3) lots deeded to Town/DOT and identified as such; and (4) lots sold to Topsham Associates LLC (Edgar) and labelled as such. See attached deed. It would be great if the plan could show the approximate acreage for each lot.

My records show that the lots still owned are:

1. Central Topsham Associates, LLC owns:

Lots R-2, R-4, R-22, R-23, G-3 and G-9, as shown on the Plan of Subdivision - Amendment VI -of Highland Green Subdivision, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated October 29, 2007 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83-86.

Lots R-12, R-13, R-16 and R-17 as shown on the Plan of Subdivision-Amendment IV Lots R12, R13, R16 R17 of Highland Green Subdivision by Paul H. Ruopp, Jr., PLS, dated March 3, 2006 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 42, Page 33.

Lots, R-3, R-10, R-18, R-19, G-1-2, G-4-5, G-6, G-7, G-8, G-B1, G-B2 and E-1, as shown on the Plan of Subdivision - Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48.

Lots E-2 and E-3 as shown on the Plan of Subdivision - Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48, as amended by the Plan of Subdivision Amendment VII of Lot E-2 C.R.E.A. Lot prepared by Paul H. Ruopp, Jr. for Central Topsham Associates, dated November 20, 2007 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 87.

2. Central Topsham Associates II, LLC owns:

Lots C-1, C-2, C-5, R-6 and R-7, as shown on the Plan of Subdivision - Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48,

Lots C-3, C-4, C-6, and C-7 as shown on the Plan of Subdivision - Amendment VI -of Highland Green Subdivision, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated October 29, 2007, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83-86, and

Parcels A and C, as shown on the Plan of Amendment Lots R1 and T1 of Highland Green Subdivision prepared for Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, dated April 11, 2005, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 84, and (d) Lot R-1 as shown on the Plan of Subdivision - Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS,

dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48, as amended by: (i) the Plan of Amendment Lots R1 and T1 of Highland Green Subdivision, Village Drive, Topsham, ME. for Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, dated April 11, 2005, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 84; and (ii) the Plan of Subdivision Amendment III- Lot R-1/Stover of Highland Green Subdivision, Tedford Road, Audobon Way, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated December 1, 2005, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 93

Johnson, Innis, GSA, Fair and Town lots which have never been added to the subdivision plan

Ronald Epstein  
Jensen Baird Gardner & Henry  
10 Free Street  
P.O. Box 4510  
Portland, ME 04112  
Telephone: 207-775-7271  
Fax: 207-775-7935  
e-mail: repstein@jbgh.com

Confidentiality Notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message, attachments and/or files, including any contained in your reply.

**QUITCLAIM DEED WITH COVENANT**  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that Highland Green Associates, LLC, a Maine limited liability company (“Grantor”), having its principal place of business at 30 Governor’s Way, Suite 100, Topsham, Maine, for consideration paid, grants to Topsham Associates LLC, a Massachusetts limited liability company (“Grantee”), its successor and assigns, having an address P.O. Box 1430, 2385 Montauk Highway, Bridgehampton, NY 11932, with **QUITCLAIM COVENANT**, the land in the Town of Topsham, County of Sagadahoc, State of Maine, described as follows:

Certain lots or parcels of land situated in Topsham, Sagadahoc County, Maine described as follows: (a) Lots **R-5, R-8, R-11, R-11A, R-14, R-20 and R-21**, as shown on the Plan of Subdivision – Amendment VI –of Highland Green Subdivision, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated October 29, 2007, and recorded in the Sagadahoc County Registry of Deeds in Plan Book 44, Pages 83-86; and (b) **Lots R-9 and R-15**, as shown on the Plan of Subdivision – Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48, inclusive (such plans collectively, the "Highland Green Plan" and such lots, collectively, the “Property”).

Said Lots are more particularly bounded and described as follows:

Lots leased to Highland Green South Homeowners Corporation:

Lot R-5: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the easterly side of Village Drive and the southerly side of Evergreen Circle, the boundaries of which are more particularly located and described as follows: Beginning at the cusp of a curve in right of way line of Village Drive and the southerly right of way line of Evergreen Circle Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 84; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 NAD, North 82°14’04” East 100.84 feet along the southerly right of way line of Evergreen Circle to the beginning of a curve concave southerly with a radius of 470.00 feet; thence easterly 235.11 feet along the arc of said curve, through a central angle of 28°39’40”, along the southerly right of way line of Evergreen Circle, to the beginning of a curve concave northerly with a radius of 330.00 feet; thence easterly and northeasterly 274.05 feet along the arc of said curve, through a central angle of 47°34’55”, along the southerly right of way line of Evergreen Circle, to the northwesterly corner of Lot R-4 Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 84; thence by a non-tangent line to said curve South 24°53’06” East 12.69 feet along the westerly line of said Lot R-4 to the beginning of a curve concave northeasterly with a radius of 175.00 feet; thence southeasterly 100.73 feet along the arc of said curve, through a central angle of 32°58’41”, along the westerly line

of said Lot R-4 to the beginning of a curve concave westerly with a radius of 150.00 feet; thence southeasterly, southerly and southwesterly 267.65 feet along the arc of said curve through a central angle of 102°14'10", along the westerly line of said Lot R-4; thence by a non-tangent line to said curve South 14°57'13" East 635.50 feet along the southwesterly line of said Lot R-4 to the northwesterly corner of Lot R-2, Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83 and 84; thence South 04°40'53" West 397.91 feet along the westerly line of said Lot R-2 to the northeasterly line of Lot C-6 Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44 Pages 83 and 84; thence North 43°31'13" West 226.95 feet along the northeasterly line of said Lot C-6 at a non-tangent curve concave westerly with a radius of 475.00 feet; thence northerly and northwesterly 301.77 feet along the arc of said curve, through a central angle of 36°24'03", in the easterly line of said Lot C-6 to the tangent point of said curve; thence North 22°50'44" West 74.06 feet along the northeasterly line of said Lot C-6 to the most southeasterly corner of Lot G-9, Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 84; thence continuing North 22°50'44" West 90.58 feet along the northeasterly line of said Lot G-9 to the beginning of a curve concave northeasterly with a radius of 225.00 feet; thence northwesterly and northerly 156.54 feet along the arc of said curve, through a central angle of 39°51'47", along the northeasterly line of said Lot G-9 to the beginning of a curve concave westerly with a radius of 475.00 feet; thence northerly 130.17 feet along the arc of said curve, through a central angle of 15°42'04", along the northeasterly line of said Lot G-9 to the beginning of a curve concave northeasterly with a radius of 225.00 feet; thence by a radial line to said curve North 88°41'01" West 13.41 feet along the northerly line of said Lot G-9; thence North 39°52'40" West 354.95 feet along the northeasterly line of said Lot G-9; thence North 68°18'13" West 195.54 feet along the northeasterly line of said Lot G-9; thence South 77°15'21" West 200.00 feet along the northeasterly line of said Lot G-9 to the easterly right of way line of Village Drive at a non-tangent curve concave easterly with a radius of 970.00 feet; thence northwesterly 84.28 feet along the arc of said curve, through a central angle of 4°58'43", along the easterly right of way of Village Drive to the tangent point of said curve; thence North 07°45'37" West 10.37 feet along the easterly right of way of Village Drive to the beginning of a curve concave southeasterly with a radius of 30.00 feet; thence northerly and northeasterly 47.12 feet along the arc of said curve, through a central angle of 90°00'00", in the easterly right of way line of Village Drive to the point of beginning; containing 7.04 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance to Central Topsham Associates, LLC, by deed recorded in the Sagadahoc County Registry of Deeds, Book 1860, Page 141.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83 and 84, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lot R-21: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the easterly side of Village Drive, the boundaries of which are more

particularly located and described as follows: Beginning at the intersection of the easterly right of way line of Village Drive and the southerly line of Lot G-9 Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 84, at a 5/8 inch diameter reinforcing bar set; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 NAD, North 86°09'23" East 166.64 feet along the southerly line of said Lot G-9; thence South 42°25'30" East 410.17 feet along the southwesterly line of said Lot G-9 to the most northwesterly corner of Lot C-6 Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83 and 84; thence South 09°41'09" West 314.75 feet along the westerly line of said Lot C-6, said line passing through a brass survey marker set in ledge; thence South 30°38'40" West 120.82 feet along the westerly line of said Lot C-6 to the northeasterly corner of Lot C-4 Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83 and 84; thence North 59°21'20" West 243.41 feet along the northerly line of said Lot C-4; thence North 06°49'28" East 154.03 feet along the easterly line of said Lot C-4; thence North 06°27'01" West 132.03 feet along the easterly line of said Lot C-4; thence North 83°31'04" West 114.94 feet along the northerly line of said Lot C-4 to the easterly right of way line of Village Drive at a non-tangent curve concave westerly with a radius of 1,430 feet; thence northerly and northwesterly 285.24 feet along Village Drive and the arc of said curve, through a central angle of 11°25'43", in the easterly right of way line of Village Drive to the point of beginning; containing 4.36 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1860, Page 141.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83-86, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lots leased to Highland Green North Phase I Homeowners Corporation:

Lot R-11A: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the southeasterly side of Evergreen Circle, the boundaries of which are more particularly located and described as follows: Beginning at the intersection of the southeasterly right of way line of Evergreen Circle and the northerly line of Lot R-9 shown on Plan of Subdivision Amendment VI Highland Green Subdivision plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44 Page 86; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 datum, North 20°18'17" West 319.50 feet in the easterly right of way line of Evergreen Circle to the beginning of a curve concave southeasterly with a radius of 375.00 feet; thence northwesterly, northerly and northeasterly 464.39 feet in the arc of said curve, through a central angle of 70°57'11", in the southeasterly right of way line of Evergreen Circle to the tangent point of said curve; thence North 50°38'54" East 33.75 feet in the southeasterly right of way line of Evergreen Circle to the beginning of a curve concave northwesterly with a radius of 1,025.00 feet; thence northeasterly 326.41 feet along the arc of said curve, through a central angle of

18°14'46", in the southeasterly right of way line of Evergreen Circle to the northwesterly or westerly corner of Lot R-11 Plan of Subdivision Amendment III Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 82; thence South 57°35'51" East 264.10 feet along the southerly line of said Lot R-11 to the northwesterly line of Lot E-1 Plan of Subdivision Amendment III Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 82; thence by the following eleven courses along the northwesterly or westerly line of said Lot E-1: South 25°01'57" West 193.04 feet to a 5/8 inch diameter reinforcing bar set; North 90°00'00" West 49.02 feet; South 66°48'58" West 26.42 feet; North 81°02.01" West 54.81 feet; South 53°08'58" West 211.29 feet; South 14°02'44" West 133.48 feet; South 0°00'00" West 101.44 feet; South 21°48'56" East 88.54 feet; South 31°42'14" East 60.46 feet; South 42°00'27" West 12.18 feet; South 21°48'54" West 110.00 feet to the northeasterly corner of said Lot R-9; thence South 48°44'16" West 99.67 feet along the northerly line of said Lot R-9 to the point of beginning; containing 4.85 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance from David J. Toth, to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1835, Page 157, and a portion of the parcel of land described in the conveyance from Husson College to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1860, Page 141.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86, Plan of Subdivision Amendment II Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Page 46, and Plan of Subdivision Amendment III Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 41 Page 82, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lot R-14: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the westerly side of Evergreen Circle, the boundaries of which are more particularly located and described as follows: Beginning at the intersection of the westerly line of Evergreen Circle and the northerly line of Sparrow Drive shown on the Plan of Subdivision Amendment VI Highland Green Subdivision plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 datum, South 69°41'43" West 29.45 feet along the northerly right of way line of Sparrow Drive to the beginning of a curve concave northerly with a radius of 100.00 feet; thence westerly 52.83 feet by the arc of said curve, through a central angle of 30°16'19", in the northerly right of way line of Sparrow Drive to the tangent point of said curve; thence North 80°01'58" West 121.81 feet along the northerly right of way line of Sparrow Drive to the easterly line of Lot R-20, Highland Green Subdivision; thence North 08°15'46" West 735.80 feet along the easterly line of said lot R-20 to a 5/8 inch diameter reinforcing bar set at the northeasterly corner of said Lot R-20; thence continuing North 08°15'46" West 222.77 feet along the easterly line of land now or formerly of and retained by David J. Toth, (deed reference, Sagadahoc County Registry of Deeds, Book 594, Page 347) to a 5/8 inch diameter reinforcing bar set at the southwesterly corner of



Lot R-15, Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86; thence South  $63^{\circ}38'44''$  East 181.89 feet along the southerly line of said Lot R-15 to a 5/8 inch diameter reinforcing bar set; thence North  $67^{\circ}59'23''$  East 484.32 feet along the southerly line of said Lot R-15; thence South  $64^{\circ}20'46''$  East 111.11 feet along the southerly line of said Lot R-15 to the northwesterly right of way line of Evergreen Circle; thence South  $27^{\circ}01'28''$  West 54.73 feet along the northwesterly right of way line of Evergreen Circle to the beginning of a curve concave northwesterly with a radius of 975.00 feet; thence 402.01 feet along the arc of said curve, through a central angle of  $23^{\circ}37'26''$  in the northwesterly right of way line of Evergreen Circle to the tangent point of said curve; thence South  $50^{\circ}38'54''$  West 33.75 feet along the northwesterly right of way line of Evergreen Circle to the beginning of a curve concave southeasterly with a radius of 425.00 feet; thence southwesterly, southerly and southeasterly 485.41 feet along the arc of said curve through a central angle of  $65^{\circ}26'25''$  in the northwesterly right of way line of Evergreen Circle to the tangent point of said curve; thence South  $20^{\circ}18'17''$  East 101.50 feet along the westerly right of way line of Evergreen Circle to the point of beginning; containing 7.16 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance from David J. Toth, to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1835, Page 157.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 85 and 86, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lot R-20: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the westerly side of Evergreen Circle, but not adjacent thereto, the boundaries of which are more particularly located and described as follows: Beginning in the northerly line of the parcel of land described in the conveyance to Cathance Trailer Park, Inc., by deed recorded in the Sagadahoc County Registry of Deeds, Book 1511, Page 278, North  $81^{\circ}32'32''$  West 173.84 feet from the northeasterly corner of the parcel of land described in the said conveyance to Cathance Trailer Park, Inc.; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 datum, North  $81^{\circ}32'32''$  West 676.16 feet along the northerly line of the parcel of land described in the said conveyance to Cathance Trailer Park, Inc., to a 5/8 inch diameter reinforcing bar set; thence North  $03^{\circ}20'51''$  West 674.08 feet along land now or formerly of and retained by David J. Toth to a 5/8 inch diameter reinforcing bar set; thence South  $89^{\circ}41'50''$  East 126.85 feet along land now or formerly of and retained by David J. Toth; thence North  $85^{\circ}45'53''$  East 632.43 feet along land now or formerly of and retained by David J. Toth to a 5/8 inch diameter reinforcing bar set at the westerly line of Lot R-14, Highland Green Subdivision, shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86; thence South  $08^{\circ}15'46''$  East 735.80 feet along the westerly line of Lot R-14 to the northerly line of Sparrow Drive; thence North  $80^{\circ}01'58''$  West 33.61 feet along the northerly right of way line of Sparrow Drive to the beginning of a curve concave northeasterly with a radius of 175.00 feet; thence northwesterly 77.63 feet along the arc of said curve, through a central angle of  $25^{\circ}25'04''$ , along the

northerly right of way line of Sparrow Drive; thence by a radial line to said curve South 35°22'40" West 50.00 feet across Sparrow Drive to the cusp of a curve concave westerly with a radius of 30.00 feet; thence southeasterly, southerly and southwesterly 46.42 feet along the arc of said curve along land retained by Central Topsham Associates, LLC to the tangent point of said curve; thence South 34°01'43" West 52.75 feet along land retained by Central Topsham Associates, LLC to the point of beginning; containing 13.39 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance from David J. Toth to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 2706, Page 314.

Said parcel is conveyed subject to a restricted no clearing zone 50 feet in width and adjacent to the northerly line of the parcel described herein. Said no clearing zone being more particularly bounded and described as follows: Beginning at the northeasterly corner of the parcel described herein, thence South 08°15'46" East 50.12 feet along the westerly line of said Lot R-14; thence South 85°45'53" West 637.93 feet through the parcel described herein; thence North 89°41'50" West 125.65 feet through the parcel described herein to the westerly line of the parcel described herein; thence North 03°20'51" West 50.10 feet along the westerly line of the parcel described herein to the northwesterly corner of said described parcel; thence South 89°41'50" East 126.85 feet along land retained by David J. Toth; thence North 85°45'53" East 632.43 feet along land retained by David J. Toth to the point of beginning.

The above description is based upon a Boundary Survey of a portion of Property of David J. Toth by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to Plan of Subdivision – Amendment III B Lots R 20, R 11 and R 11 A, Highland Green Subdivision, dated February 28, 2006, recorded in the Sagadahoc County Registry of Deeds, Plan Book 42, Page 12 and the Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds Plan Book 44 Page 86, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lots leased to Highland Green North Phase II Homeowners Corporation:

Lot R-11: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the southeasterly side of Evergreen Circle, the boundaries of which are more particularly located and described as follows: Beginning at the intersection of the southeasterly right of way line of Evergreen Circle and the northwesterly line of Lot E-1 shown on Plan of Subdivision Amendment III Highland Green Subdivision plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 82; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 datum, South 13°06'12" West 298.56 feet along the northwesterly line of said Lot E-1 to a 5/8 inch diameter reinforcing bar set; thence by the following three courses along the northwesterly line of said Lot E-1: North 87°47'56" West 85.27 feet; South 61°37'43" West 203.57 feet; South 25°01'57" West 166.27 feet to the northeasterly corner of Lot R-11A shown on Plan of Subdivision Amendment VI Highland Green Subdivision plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86; thence North 57°35'51" West 264.10 feet along the northerly line of said Lot R-11A to the southeasterly right of way line of Evergreen

Circle at a non-tangent curve concave northwesterly with a radius of 1,025.00 feet; thence northeasterly 96.21 feet along the arc of said curve, through a central angle of  $5^{\circ}22'41''$ , in the southeasterly right of way line of Evergreen Circle to the tangent point of said curve; thence North  $27^{\circ}01'28''$  East 132.70 feet in the southeasterly right of way line of Evergreen Circle to the beginning of a curve concave southeasterly with a radius of 375.00 feet; thence northeasterly and easterly 440.92 feet along the arc of said curve, through a central angle of  $67^{\circ}22'03''$  in the southeasterly right of way line of Evergreen Circle to the tangent point of said curve; thence South  $85^{\circ}36'29''$  East 155.07 feet along the southeasterly right of way line of Evergreen Circle to the point of beginning; containing 4.24 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance from David J. Toth, to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1835, Page 157, and a portion of the parcel of land described in the conveyance from Husson College to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1860 Page 141.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86, Plan of Subdivision Amendment II Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Page 46, and Plan of Subdivision Amendment III Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 41, Page 82, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lot R-15: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the northwesterly side of Evergreen Circle, the boundaries of which are more particularly located and described as follows: Beginning at the intersection of the westerly line of Evergreen Circle and the northerly line of Lot R-14 shown on the Plan of Subdivision Amendment VI Highland Green Subdivision plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 datum, North  $64^{\circ}20'46''$  West 111.11 feet along the southerly line of said Lot R-15; thence South  $67^{\circ}59'23''$  West 484.32 feet along the southerly line of said Lot R-15 to a 5/8 inch diameter reinforcing bar set; thence North  $63^{\circ}38'44''$  West 181.89 feet along the southerly line of said Lot R-15 to a 5/8 inch diameter reinforcing bar set at the easterly line of land now or formerly of and retained by David J. Toth (deed reference, Sagadahoc County Registry of Deeds, Book 594 Page 347); thence North  $08^{\circ}15'46''$  West 333.47 feet along the easterly line of land now or formerly of and retained by David J. Toth (deed reference, Sagadahoc County Registry of Deeds, Book 594 Page 347) to a 5/8 inch diameter reinforcing bar set; thence North  $61^{\circ}34'11''$  East 839.92 feet along the southerly easterly line of land now or formerly of or retained by David J. Toth (deed reference, Sagadahoc County Registry of Deeds, Book 594 Page 347) to a 5/8 inch diameter reinforcing bar; thence North  $73^{\circ}59'41''$  East 325.76 feet along the southerly line of Lot E-2, Highland Green Subdivision shown on the Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Page 46, to a 5/8 inch diameter reinforcing bar set; thence South  $64^{\circ}00'58''$  East 428.35 feet along the southwesterly line of said Lot E-2; thence South  $13^{\circ}06'12''$  West 299.54 feet along the westerly line

of said Lot E-2 to the northerly right of way line of Evergreen Circle; thence North 85°36'29" West 162.73 feet along the northerly right of way line of Evergreen Circle to the beginning of a curve concave southeasterly with a radius of 425.00 feet; thence westerly and southwesterly 499.71 feet along the arc of said curve through a central angle of 67°22'03" in the northerly right of way line of Evergreen Circle to the tangent point of said curve; thence South 27°01'28" West 77.97 feet along the northwesterly right of way line of Evergreen Circle to the point of beginning; containing 15.78 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance from David J. Toth, to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1835, Page 157 and a portion of the parcel of land described in the conveyance from Husson College to Central Topsham Associates, LLC by deed recorded in the Sagadahoc County Registry of Deeds, Book 1860, Page 141.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 86, and the Plan of Subdivision Amendment II Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Page 46, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lots leased to Highland Green Phase I Homeowners Corporation:

Lot R-8: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the westerly side of Evergreen Circle the boundaries of which are more particularly located and described as follows: Beginning in the westerly right of way line of Evergreen Circle at the northerly line of Lot R-22, Highland Green Subdivision shown on the Plan of Subdivision Amendment VI Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 85; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 NAD, South 51°58'52" West 148.03 feet along the northerly line of said Lot R-22; thence South 74°32'54" West 201.24 feet along the northerly line of said Lot R-22; thence North 77°34'01" West 354.63 feet along the northerly line of said Lot R-22 to the easterly line of Lot G-3, Highland Green Subdivision shown on the Plan of Subdivision Amendment VI Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 85 and 86; thence North 10°49'41" East 620.41 feet along the easterly line of said Lot G-3; thence North 06°18'30" East 606.01 feet along the easterly line of said Lot G-3; thence North 07°09'55" East 152.88 feet along the easterly line of said Lot G-3 to a wood corner post at the southwesterly corner of Lot R-23, Plan of Subdivision Amendment VI Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 44 Page 86; thence North 84°32'32" East 170.00 feet along the southerly line of said Lot R-23; thence South 65°17'09" East 236.72 feet along the southerly line of said Lot R-23, passing through a brass survey marker set in ledge, to the westerly right of way line of Evergreen Circle at a non-tangent curve concave northwesterly with a radius of 975.00 feet; thence southerly and southwesterly 375.69 feet along the arc of said curve, through a central angle of 22°04'39", in the westerly right of way line of Evergreen Circle to the tangent point of said curve; thence South 14°50'15" West 201.36 feet along the westerly

right of way line of Evergreen Circle to the beginning of a curve concave southwesterly with a radius of 625.00 feet; thence southwesterly southerly and southeasterly 479.11 feet along the arc of said curve, through a central angle of  $43^{\circ}55'19''$ , in westerly right of way line of Evergreen Circle to the tangent point of said curve; thence South  $29^{\circ}05'03''$  East 74.44 feet along westerly right of way line of Evergreen Circle to the beginning of a curve concave southwesterly with a radius of 775.00 feet; thence southeasterly 127.54 feet along the arc of said curve, through a central angle of  $09^{\circ}25'44''$ , in westerly right of way line of Evergreen Circle to the point of beginning; containing 14.30 acres, more or less.

Said described parcel of land is a portion of the parcel described in the deeds to Central Topsham Associates, LLC, recorded in the Sagadahoc County Registry of Deeds, Book 1860, Page 141 and Book 1835 Page 161.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and the Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 85 and 86, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Lot R-9: A certain parcel of land situated in the Town of Topsham, County of Sagadahoc, State of Maine, situated on the westerly side of Evergreen Circle the boundaries of which are more particularly located and described as follows: Beginning in the easterly right of way line of Evergreen Circle at the northerly line of Lot G-B1, Highland Green Subdivision shown on the Plan of Subdivision Amendment VI Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 85 and on the Plan of Subdivision Amendment II, Highland Green Subdivision recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Page 45, at a 5/8 inch diameter reinforcing bar set at in the arc of a curve concave southwesterly with a radius of 825.00 feet; thence northwesterly 119.22 feet along the arc of said curve, through a central angle of  $08^{\circ}16'48''$ , in the easterly right of way line of Evergreen Circle to the tangent point of said curve; thence by a bearing oriented to Grid North Maine State Plane Coordinate System West Zone, 1983 NAD, North  $29^{\circ}05'03''$  West 74.44 feet along the easterly right of way limits of Evergreen Circle to the beginning of a curve concave easterly with a radius of 575.00 feet; thence northwesterly, northerly and northeasterly 440.78 feet along the arc of said curve, through a central angle of  $43^{\circ}55'19''$  in the easterly right of way line of Evergreen Circle to the tangent point of said curve; thence North  $14^{\circ}50'15''$  East 201.36 feet along easterly right of way line of Evergreen Circle to the beginning of a curve concave westerly with a radius of 1025.00 feet; thence northeasterly northerly and northwesterly 628.68 feet along the arc of said curve, through a central angle of  $35^{\circ}08'32''$ , in the easterly right of way line of Evergreen Circle to the tangent point of said curve at a 5/8 inch diameter reinforcing bar set at the southwesterly corner of Lot R-11A Highland Green Subdivision, shown on the plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 86; thence North  $48^{\circ}44'16''$  East 96.67 feet along the southerly line of said Lot R-11A to the westerly line of Lot E-1, Highland Green Subdivision; thence by the following six courses along the westerly line of said Lot E-1; South  $04^{\circ}05'18''$  East 100.23 feet; South  $07^{\circ}20'18''$  East 78.84 feet; South  $28^{\circ}36'41''$  East 127.32 feet; South  $37^{\circ}35'17''$  East 64.05 feet; South  $49^{\circ}13'06''$  East 142.97 feet; South  $30^{\circ}28'59''$  East 61.55 feet to the northwesterly line of Lot G-4-5, Highland Green Subdivision; thence

South 56°00'37" West 72.90 feet along the northwesterly line of said Lot G-4-5; thence South 08°37'44" West 340.66 feet along the westerly line of said Lot G4-5; thence South 14°02'42" East 459.89 feet along the westerly line of said Lot G-4-5 to a 5/8 inch diameter reinforcing bar set at the northerly line of said Lot G-B1; thence South 51°58'52" West 268.79 feet along the northerly line of said Lot G-B1 to the point of beginning; containing 6.74 acres, more or less.

Said described parcel of land is a portion of the parcel described in the conveyance to Central Topsham Associates, LLC, by deed recorded in the Sagadahoc County Registry of Deeds, Book 1860, Page 141.

The above description is based upon Surveys of Property of Central Topsham Associates, LLC by Paul H. Ruopp Jr., PLS, Monmouth, Maine, further reference being made to said surveys and Plan of Subdivision Amendment VI Highland Green Subdivision Topsham, Maine recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 85 and 86 and Plan recorded in the Sagadahoc County Registry of Deeds, Plan Book 36 Pages 14-22, as part of this description. Reinforcing bars described as set are 5/8 inch diameter with plastic identification caps inscribed with the name and license number of the surveyor.

Easements and Encumbrances and Reserved Rights:

The property herein conveyed is conveyed together with and subject to the terms, covenants, and easements set forth in the Declaration of Covenants and Easements of Highland Green Subdivision, dated April 15, 2009 and recorded in said Registry, Book 3072, Page 326, and Declarant expressly transfers its rights thereunder, and Grantee joins herein to indicate its acceptance of the Declarant's rights thereunder.

The property herein conveyed is conveyed together with and subject to the terms, covenants, and easements set forth in the deed from Central Topsham Associates, LLC to Highland Green Associates LLC, dated April 15, 2009 and recorded in said Registry, Book 3072, Page 333.

Grantor, its successors and assigns, reserve the right to change the location of the streets and utilities shown on the Highland Green Plan as long as access and utility service to the property and the existing improvements on the property are not adversely affected, and Grantor, its successors and assigns, further reserve the right to dedicate Village Drive, Mountain Road, Audubon Way and that portion of Annex Drive running from the end of Canam Drive to the intersection of Mountain Road to the Town of Topsham as public streets and the right to grant rights and easements to others to use all roads and utilities shown on the Highland Green Plan, and the right to dedicate the sewer lines to the Brunswick Topsham Sewer District and the right to dedicate the water lines to the Topsham Water District.

Grantor reserves, for the benefit of Grantor and its successors-in-title (as owner or owners of all Highland Green Lots not conveyed herein that are located northerly of Route 196) (the "Coastal Connector"), a right of way and easement for access by pedestrians and vehicles, in common with Grantee, its successors and assign, over all streets, roads and drives as shown on the above referenced Highland Green Plans and other surveys and plans of Highland Green.

First Offer: Grantee, its successors and assigns shall not sell, transfer, assign, exchange, lease or otherwise dispose all or any part of its interest in the Property, either voluntarily or involuntarily without first delivering a written offer to sell or lease such interest to Grantor which offer shall contain all of the terms of the proposed sale, lease or disposition. Grantor may accept such offer by sending written notice of acceptance to Grantee, its successors and assigns within 21 days after the Grantor's receipt of the offer. If the offer is accepted, the Grantor shall be obligated to purchase or lease the Property and close in accordance with the terms of the offer provided, however, in no event shall there be any obligation to close at a time less than 60 days after such acceptance. If such offer is not accepted within such 21 day period, the Grantee, its successors and assigns, at any time within 365 days after the expiration of the 21 day period, may sell, lease or dispose of the Property on the terms and conditions set forth in the offer to Grantor, but Grantee, its successors and assigns may not sell or lease the Property on any terms more favorable to the buyer or lessee than those offered to Grantor without first offering the Property to Grantor on such more favorable terms in accordance with the terms set forth above but with a notice period reduced to 5 days. If not sold or leased in accordance with the provisions hereof, the Property shall again become subject to the provisions of this Agreement. This Right of First Offer shall expire 25 years from the date of this deed, unless it is exercised or waived earlier by Grantor, or extended by agreement of the parties. The above "First Offer" provision shall not apply to any bona fide mortgage placed upon the Property by Grantee, its successors or assigns, nor to any deed in lieu of foreclosure granted by Grantee, or its successors or assigns thereafter to a mortgage holder, nor to any foreclosure by power of sale or otherwise by a mortgage holder and any such deed in lieu of foreclosure or foreclosure shall terminate Grantor's right of First Offer which shall no longer encumber the Property.

Development Rights: Grantor reserves, for the benefit of Grantor, its successors and assigns and for the benefit of its affiliate, Highland Green Management Company, in connection with the sale of the 10 "Unsold Shares" and additional Unsold Shares that may be acquired in the future in the tenants of the property herein conveyed and the construction of cooperative dwellings to be associated with such shares, the rights to enter the Property at reasonable times after the date hereof to the extent necessary to construct such dwellings and related improvements and to construct and use Improvements and Additional Improvements as defined in the Leases and other improvements that will serve the Tenants of such property and others, including, without limitation, maintenance buildings, gazebos and similar structures, walking trails, bus shelters, and utility lines and facilities (collectively the "Improvements"). Grantee agrees that Grantor shall have the right to apply for in Grantor's and/or Grantee's name, and obtain additional land use permits, including Town of Topsham Planning Board approvals, Maine Department of Environmental Protection permits and other approvals, Town of Topsham building permits and occupancy permits and other land use permits, so that Grantor or Highland Green Management Company may construct additional single family dwelling units on the property described in the Leases and the Improvements. Grantee agrees that upon request by Grantor, Grantee shall join in such permit applications. Grantee agrees that Grantor and 26 Elm Street (Topsham) Limited Partnership, in connection with the sale of such Unsold Shares and the construction of cooperative dwellings to be associated with such shares and the Improvements, shall have the right to enter the Property prior to and after Closing to construct such dwellings and the Improvements. Notwithstanding the terms of the Leases and the assignment thereof by Grantor to Grantee, Grantor and Highland Green Management Company shall have the right to construct and complete construction of such dwelling units and the Improvements, and Grantor and Highland Green Management Company shall have the rights, set forth in Sections 2 and 4 of the

Leases, in connection therewith, and Grantee, in its capacity as landlord under the Leases after the date hereof, agrees to permit Grantor and Highland Green Management Company to exercise such rights. Grantor shall pay all costs of the construction of the dwelling units relating to such Unsold Shares and the Improvements. Grantee shall have no obligations whatsoever with respect to such Unsold Shares and the Improvements.

All proceeds from the sale of the Unsold Shares and the Improvements shall belong, inure and be paid to Grantor and all additional ground rent under the Ground Leases that may result from such additional construction shall belong to Grantee.

The rights reserved by Grantor and Highland Green Management Company are subject to the conditions that: (a) Grantor and Highland Green Management Company shall construct all improvements in a good and workmanlike manner; (b) the maximum number of dwelling units shall not exceed the lesser of (i) the number of Unsold Shares, and (ii) the number of units permitted by applicable zoning and Planning Board subdivision approvals then in effect; (c) all such construction work shall comply with all applicable laws and codes, and Grantor and Highland Green Management Company shall be responsible for obtaining all necessary land use permits and approvals; (d) Grantor and Highland Green Management Company shall indemnify Grantee and hold it harmless from all cost, expense, loss or damages, arising in connection with the construction of the additional dwelling and improvements relating to such Unsold Shares and the Improvements by Grantor and Highland Green Management Company; and (e) land disturbed and not occupied by buildings or parking areas shall be appropriately restored and landscaped in a manner substantially compatible with the areas surrounding the then existing improvements or natural landscape. Grantor and Highland Green Management Company further shall have such rights and easements as are reasonably appropriate to use and connect utilities to such dwellings and related improvements and to have access over existing roads and driveways, and shall have the right to relocate all roads, drives, paths, utilities and common facilities to the extent permitted by applicable land use permits and approvals. Grantor and Highland Green Management Company shall be obligated to residents of such cooperative units under any and all applicable warranties related to construction for the applicable period of such warranty or under laws governing construction in the State of Maine. Highland Green Management Company shall be a third party beneficiary of the agreements of Grantee set forth in this deed. No claim or liability may be made for any default or breach of or failure to perform any covenant, representation, warranty or agreement contained in herein unless set forth in written notice from Grantee to Grantor not later than six months after completion by Grantor of the work and improvements described herein.

Other Permitted Encumbrances: The above described property is also subject to the following:

1. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the Coastal Connector, Tedford Road, Village Drive, Mountain Road, Annex Drive, Audubon Way, Redpoll Drive, Evergreen Circle and the other roads shown on the subdivision plans hereinafter referenced.

2. Utility easements granted to Central Maine Power Company, and recorded in the Sagadahoc County Registry of Deeds, Book 2011, Page 131, Book 2457, Page 25, Book 2792, Page 284 and Book 2792, Page 292.



3. Terms and conditions of State of Maine Department of Environmental Protection Site Location Order, dated November 13, 2000 and recorded in the Sagadahoc County Registry of Deeds, Book 1814, Page 340, as affected by a Condition Compliance recorded in Book 1855, Page 237, and Modification Orders recorded in Book 1879, Page 59, Book 1971, Page 348 Book 2243, Page 227, Book 2249, Page 275, Book 2685, Page 1, Book 2749, Page 254, Book 2792, Page 320, Book 2825, Page 274, Book 2829, Page 235, and Book 2829, Page 244.

4. Notes, conditions, terms and such state of facts as shown on the Plan of Subdivision – Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48, and on the Plan of Subdivision – Amendment VI – of Highland Green Subdivision, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated October 29, 2007, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83-86.

5. Restrictions relating to 50 foot buffer zone set forth in the deed from David J. Toth to Central Topsham Associates, LLC, recorded in the Sagadahoc County Registry of Deed, Book 2706, Page 314.

6. Water Main Easement from Central Topsham Associates, LLC to Brunswick and Topsham Water District, dated September 12, 2001 and recorded in the Sagadahoc County Registry of Deeds, Book 1915, Page 66.

7. Sewer Easements from Central Topsham Associates, LLC to Topsham Sewer District, dated September 27, 2001 and recorded in the Sagadahoc County Registry of Deeds, Book 1917, Page 350, and dated May 31, 2002 and recorded in the Sagadahoc County Registry of Deeds, Book 2012, Page 172.

8. Lots R-8 and R-9 are subject to the rights and easements granted to Highland Green Phase I Homeowners Corporation under the Ground Lease, dated as of October 1, 2001, as amended, a Memorandum of which is recorded in Sagadahoc County Registry of Deeds, Book 1941, Page 125, as amended in Book 2169, Page 177 and in Book 2913, Page 64 and Book 2945, Page 221 and an unrecorded Amendment dated as of February 1, 2008. Lots R-11A, R-14 and R-20 are subject to the rights and easements granted to Highland Green North Phase I Homeowners Corporation under the Ground Lease, dated as of March 1, 2003, a Memorandum of which is recorded in Sagadahoc County Registry of Deeds, Book 2161, Page 128, as amended by Amendments recorded in Book 2706, Page 316 and Book 2945, Page 230 and an unrecorded Amendment dated as of February 1, 2008. Lots R-11 and R-15 are subject to the rights and easements granted to Highland Green Phase II Homeowners Corporation under the Ground Lease, dated as of March 1, 2003, a Memorandum of which is recorded in Sagadahoc County Registry of Deeds, Book 2161, Page 137, as amended by Amendments recorded in Book 2706, Page 324 and Book 2945, Page 239 and an unrecorded Amendment dated as of February 1, 2008. Lots R-5 and R-21 are subject to the rights and easements granted to Highland Green South Homeowners Corporation under the Ground Lease, dated as of March 1, 2003, a Memorandum of which is recorded in Sagadahoc County Registry of Deeds, Book 2161, Page 119, as amended by an

Amendment recorded in Book 2685, Page 174, and by Amendment recorded in Book 2913, Page 72 and Book 2945, Page 213 and an unrecorded Amendment dated as of February 1, 2008. Said Ground Leases were assigned by Central Topsham Associates, LLC to Highland Green Associates, LLC by Assignments and Assumptions of Leases, dated April 15, 2009 and recorded in said Registry, Book 3072, Pages 346, 348 and 350 and Book 3073, Page 1.

9. Rights and easements reserved by Central Topsham Associates, LLC in its deed to Highland Green Associates LLC, dated April 15, 2009 to be recorded in said Registry, Book 3072, Page 333.

10. Terms, easements and covenants set forth in the Declaration of Covenants and Easements of Central Topsham Associates, LLC, dated April 15, 2009 and recorded in said Registry, Book 3072, Page 326.

IN WITNESS WHEREOF, it, the said Highland Green Associates, LLC, has caused this instrument to be signed and sealed in its limited liability company name by its Manager, JBW Management, Inc., by its President, John B. Wasileski, thereunto duly authorized, effective as of the 21st day of August, 2014.

WITNESS:

Highland Green Associates, LLC  
By: JBW Management, Inc., its Manager

\_\_\_\_\_

By: \_\_\_\_\_  
John B. Wasileski, its President

STATE OF MAINE  
CUMBERLAND, ss.

August \_\_\_\_, 2014

Then personally appeared the above named John B. Wasileski, President of JBW Management, Inc., Manager of said Highland Green Associates, LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Liability Company, before me,

\_\_\_\_\_  
Attorney at Law/Notary Public  
Printed Name: \_\_\_\_\_

**Joinder by Grantee**

The undersigned Grantee, Topsham Associates LLC joins herein to indicate its acceptance of the Declarant's rights under the Declaration of Covenants and Easements of Highland Green Subdivision, dated April 15, 2009 and recorded in said Registry, Book 3072, Page 326.

Witness: TOPSHAM ASSOCIATES LLC,  
a Massachusetts limited liability

\_\_\_\_\_

\_\_\_\_\_  
By Edgar Bohlen  
Its Duly Authorized Manager

STATE OF MAINE  
CUMBERLAND, SS.

August \_\_\_\_, 2014

Personally appeared before me the above named Edgar Bohlen, in his capacity as duly authorized Manager of Topsham Associates LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of Topsham Associates LLC.

Before me,

\_\_\_\_\_  
Notary Public/Maine Attorney at Law  
Printed Name:  
My commission expires:

## Property Lookup

Search:

All



Search

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Results								
Address	Owner	Acct#	Map	Block	Lot	Unit	Unit Cut	PID
CHICKADEE DR (Parcel.aspx?pid=102)	TOPSHAM ASSOCIATES LLC	102	R04	017	A	15		102
5 VILLAGE DR (Parcel.aspx?pid=144)	CENTRAL TOPSHAM ASSOCIATES II LLC	144	R04	018	A			144
THRUSH DR (Parcel.aspx?pid=306)	TOPSHAM ASSOCIATES LLC	306	R04	017	A	14		306
PIPIT DR (Parcel.aspx?pid=406)	TOPSHAM ASSOCIATES LLC	406	R04	017	A	09		406
333 EVERGREEN CIR (Parcel.aspx?pid=512)	CENTRAL TOPSHAM ASSOCIATES LLC	513	R04	017	A	G4		512
85 VILLAGE DR (Parcel.aspx?pid=566)	CENTRAL TOPSHAM ASSOCIATES II LLC	567	R04	017	D			566
56 EVERGREEN CIR (Parcel.aspx?pid=568)	CENTRAL TOPSHAM ASSOCIATES LLC	569	R04	017	A	02		568
300 EVERGREEN CIR (Parcel.aspx?pid=569)	CENTRAL TOPSHAM ASSOCIATES LLC	570	R04	017	A	03		569
48 VILLAGE DR (Parcel.aspx?pid=833)	CENTRAL TOPSHAM ASSOCIATES II LLC	835	R04	017				833
HERON DR (Parcel.aspx?pid=1029)	TOPSHAM ASSOCIATES LLC	1031	R04	017	E			1029
279 EVERGREEN CIR (Parcel.aspx?pid=1034)	CENTRAL TOPSHAM ASSOCIATES LLC	1036	R04	017	A	19		1034
113 VILLAGE DR (Parcel.aspx?pid=1176)	CENTRAL TOPSHAM ASSOCIATES LLC	1181	R04	017	A	G9		1176
39 MOUNTAIN RD (Parcel.aspx?pid=1304)	CENTRAL TOPSHAM ASSOCIATES LLC	1309	R04	017	A	G3		1304
7 EVERGREEN CIR (Parcel.aspx?pid=1473)	CENTRAL TOPSHAM ASSOCIATES LLC	1478	R04	017	A	B1		1473
GOVERNORS WAY (Parcel.aspx?pid=1478)	TOPSHAM ASSOCIATES LLC	1483	U07	004	D			1478
FLICKER DR (Parcel.aspx?pid=1857)	TOPSHAM ASSOCIATES LLC	1865	R04	017	A	08		1857
6 VILLAGE DR (Parcel.aspx?pid=1879)	CENTRAL TOPSHAM ASSOCIATES II LLC	1887	R04	018				1879
0 AUGUSTA RD #REAR (Parcel.aspx?pid=2096)	CENTRAL TOPSHAM ASSOCIATES II LLC	2107	R04	027				2096
268 EVERGREEN CIR (Parcel.aspx?pid=2488)	CENTRAL TOPSHAM ASSOCIATES LLC	2503	R04	017	A	18		2488
12 ANNEX DR (Parcel.aspx?pid=2636)	CENTRAL TOPSHAM ASSOCIATES II LLC	2651	R04	017	A	07		2636
<a href="#">1</a> <a href="#">2</a> <a href="#">3</a>								

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## Property Lookup

Search:

All



Search

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Results								
Address	Owner	Acct#	Map	Block	Lot	Unit	Unit Cut	PID
304 EVERGREEN CIR (Parcel.aspx?pid=2637)	CENTRAL TOPSHAM ASSOCIATES LLC	2652	R04	017	A	G8		2637
0 EVERGREEN CIR #REAR (Parcel.aspx?pid=2657)	CENTRAL TOPSHAM ASSOCIATES LLC	2674	R09	065				2657
28 MOUNTAIN RD (Parcel.aspx?pid=2839)	CENTRAL TOPSHAM ASSOCIATES II LLC	2857	R04	017	A	06		2839
15 MOUNTAIN RD (Parcel.aspx?pid=2886)	CENTRAL TOPSHAM ASSOCIATES LLC	2904	R04	017	A	B2		2886
21 AUDUBON WAY (Parcel.aspx?pid=2977)	CENTRAL TOPSHAM ASSOCIATES II LLC	2995	R04	017	A	01		2977
0 AUGUSTA RD #REAR (Parcel.aspx?pid=3088)	CENTRAL TOPSHAM ASSOCIATES II LLC	3107	R04	028				3088
24 VILLAGE DR (Parcel.aspx?pid=3235)	CENTRAL TOPSHAM ASSOCIATES II LLC	3254	R04	017	C			3235
KINGFISHER DR (Parcel.aspx?pid=3291)	TOPSHAM ASSOCIATES LLC	3311	R04	017	A	05		3291
240 EVERGREEN CIR (Parcel.aspx?pid=3493)	CENTRAL TOPSHAM ASSOCIATES LLC	3514	R04	017	A	G7		3493
320 EVERGREEN CIR (Parcel.aspx?pid=3549)	CENTRAL TOPSHAM ASSOCIATES LLC	3570	R04	017	A	04		3549
319 EVERGREEN CIR (Parcel.aspx?pid=3550)	CENTRAL TOPSHAM ASSOCIATES LLC	3571	R04	017	A	10		3550
HUBBARD LN (Parcel.aspx?pid=3603)	TOPSHAM ASSOCIATES LLC	3625	R04	026				3603
FINCH DR (Parcel.aspx?pid=3610)	TOPSHAM ASSOCIATES LLC	3632	R04	017	A	11		3610
259 EVERGREEN CIR (Parcel.aspx?pid=3653)	CENTRAL TOPSHAM ASSOCIATES LLC	3678	R04	017	A	G6		3653
114 VILLAGE DR (Parcel.aspx?pid=3772)	CENTRAL TOPSHAM ASSOCIATES LLC	3798	R04	017	A	G1		3772
FAIRFIELD LN (Parcel.aspx?pid=3905)	TOPSHAM ASSOCIATES LLC	3933	R04	047	B			3905
GOVERNORS WAY (Parcel.aspx?pid=3906)	TOPSHAM ASSOCIATES LLC	3934	R04	047	C			3906
VILLAGE DR #REAR (Parcel.aspx?pid=3951)	CENTRAL TOPSHAM ASSOCIATES II LLC	3979	R04	016				3951
SPARROW DR (Parcel.aspx?pid=3982)	TOPSHAM ASSOCIATES LLC	4012	R09	064	A			3982
99 VILLAGE DR (Parcel.aspx?pid=4010)	CENTRAL TOPSHAM ASSOCIATES II LLC	4043	R04	017	E	1		4010
<a href="#">1</a>   <a href="#">2</a>   <a href="#">3</a>								

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## Property Lookup

Search:  All

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Results								
Address	Owner	Acct#	Map	Block	Lot	Unit	Unit Cut	PID
EVERGREEN CIR (Parcel.aspx?pid=100574)	TOPSHAM ASSOCIATES LLC	4097	R04	017	A	11A		100574
COBURN LN (Parcel.aspx?pid=100698)	TOPSHAM ASSOCIATES LLC	511	R04	047	A	0		100698
MAINTENANCE WAY (Parcel.aspx?pid=100701)	CENTRAL TOPSHAM ASSOCIATES II LLC	4095	R04	017	B	2		100701
VILLAGE DR (Parcel.aspx?pid=100702)	CENTRAL TOPSHAM ASSOCIATES II LLC	4096	R04	017	B	3		100702
AUDUBON WAY (Parcel.aspx?pid=100890)	CENTRAL TOPSHAM ASSOCIATES II LLC	4534	R04	017	A	C6		100890
AUDUBON WAY (Parcel.aspx?pid=100891)	CENTRAL TOPSHAM ASSOCIATES II LLC	4535	R04	017	A	C7		100891
SPARROW DR (Parcel.aspx?pid=100893)	CENTRAL TOPSHAM ASSOCIATES LLC	4537	R04	017	A	23		100893
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## Property Lookup

Search:

Owner



Search

Enter an Owner (last name)

Results								
Address	Owner	Acct#	Map	Block	Lot	Unit	Unit Cut	PID
268 EVERGREEN CIR (Parcel.aspx?pid=2488)	CENTRAL TOPSHAM ASSOCIATES LLC	2503	R04	017	A	18		2488
240 EVERGREEN CIR (Parcel.aspx?pid=3493)	CENTRAL TOPSHAM ASSOCIATES LLC	3514	R04	017	A	G7		3493
320 EVERGREEN CIR (Parcel.aspx?pid=3549)	CENTRAL TOPSHAM ASSOCIATES LLC	3570	R04	017	A	04		3549
319 EVERGREEN CIR (Parcel.aspx?pid=3550)	CENTRAL TOPSHAM ASSOCIATES LLC	3571	R04	017	A	10		3550
259 EVERGREEN CIR (Parcel.aspx?pid=3653)	CENTRAL TOPSHAM ASSOCIATES LLC	3678	R04	017	A	G6		3653
114 VILLAGE DR (Parcel.aspx?pid=3772)	CENTRAL TOPSHAM ASSOCIATES LLC	3798	R04	017	A	G1		3772
279 EVERGREEN CIR (Parcel.aspx?pid=1034)	CENTRAL TOPSHAM ASSOCIATES LLC	1036	R04	017	A	19		1034
113 VILLAGE DR (Parcel.aspx?pid=1176)	CENTRAL TOPSHAM ASSOCIATES LLC	1181	R04	017	A	G9		1176
39 MOUNTAIN RD (Parcel.aspx?pid=1304)	CENTRAL TOPSHAM ASSOCIATES LLC	1309	R04	017	A	G3		1304
7 EVERGREEN CIR (Parcel.aspx?pid=1473)	CENTRAL TOPSHAM ASSOCIATES LLC	1478	R04	017	A	B1		1473
56 EVERGREEN CIR (Parcel.aspx?pid=568)	CENTRAL TOPSHAM ASSOCIATES LLC	569	R04	017	A	02		568
300 EVERGREEN CIR (Parcel.aspx?pid=569)	CENTRAL TOPSHAM ASSOCIATES LLC	570	R04	017	A	03		569
333 EVERGREEN CIR (Parcel.aspx?pid=512)	CENTRAL TOPSHAM ASSOCIATES LLC	513	R04	017	A	G4		512
1			2					

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## Property Lookup

Search:

Owner



Search

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Results								
Address	Owner	Acct#	Map	Block	Lot	Unit	Unit Cut	PID
5 VILLAGE DR (Parcel.aspx?pid=144)	CENTRAL TOPSHAM ASSOCIATES II LLC	144	R04	018	A			144
85 VILLAGE DR (Parcel.aspx?pid=566)	CENTRAL TOPSHAM ASSOCIATES II LLC	567	R04	017	D			566
48 VILLAGE DR (Parcel.aspx?pid=833)	CENTRAL TOPSHAM ASSOCIATES II LLC	835	R04	017				833
21 AUDUBON WAY (Parcel.aspx?pid=2977)	CENTRAL TOPSHAM ASSOCIATES II LLC	2995	R04	017	A	01		2977
0 AUGUSTA RD #REAR (Parcel.aspx?pid=3088)	CENTRAL TOPSHAM ASSOCIATES II LLC	3107	R04	028				3088
24 VILLAGE DR (Parcel.aspx?pid=3235)	CENTRAL TOPSHAM ASSOCIATES II LLC	3254	R04	017	C			3235
6 VILLAGE DR (Parcel.aspx?pid=1879)	CENTRAL TOPSHAM ASSOCIATES II LLC	1887	R04	018				1879
0 AUGUSTA RD #REAR (Parcel.aspx?pid=2096)	CENTRAL TOPSHAM ASSOCIATES II LLC	2107	R04	027				2096
12 ANNEX DR (Parcel.aspx?pid=2636)	CENTRAL TOPSHAM ASSOCIATES II LLC	2651	R04	017	A	07		2636
VILLAGE DR #REAR (Parcel.aspx?pid=3951)	CENTRAL TOPSHAM ASSOCIATES II LLC	3979	R04	016				3951
99 VILLAGE DR (Parcel.aspx?pid=4010)	CENTRAL TOPSHAM ASSOCIATES II LLC	4043	R04	017	E	1		4010
MAINTENANCE WAY (Parcel.aspx?pid=100701)	CENTRAL TOPSHAM ASSOCIATES II LLC	4095	R04	017	B	2		100701
VILLAGE DR (Parcel.aspx?pid=100702)	CENTRAL TOPSHAM ASSOCIATES II LLC	4096	R04	017	B	3		100702
AUDUBON WAY (Parcel.aspx?pid=100890)	CENTRAL TOPSHAM ASSOCIATES II LLC	4534	R04	017	A	C6		100890
AUDUBON WAY (Parcel.aspx?pid=100891)	CENTRAL TOPSHAM ASSOCIATES II LLC	4535	R04	017	A	C7		100891
28 MOUNTAIN RD (Parcel.aspx?pid=2839)	CENTRAL TOPSHAM ASSOCIATES II LLC	2857	R04	017	A	06		2839
15 MOUNTAIN RD (Parcel.aspx?pid=2886)	CENTRAL TOPSHAM ASSOCIATES LLC	2904	R04	017	A	B2		2886
SPARROW DR (Parcel.aspx?pid=100893)	CENTRAL TOPSHAM ASSOCIATES LLC	4537	R04	017	A	23		100893
304 EVERGREEN CIR (Parcel.aspx?pid=2637)	CENTRAL TOPSHAM ASSOCIATES LLC	2652	R04	017	A	G8		2637
0 EVERGREEN CIR #REAR (Parcel.aspx?pid=2657)	CENTRAL TOPSHAM ASSOCIATES LLC	2674	R09	065				2657



**DECLARATION OF COVENANTS AND EASEMENTS  
OF HIGHLAND GREEN SUBDIVISION**

THIS DECLARATION OF COVENANTS AND EASEMENTS is made this 15<sup>th</sup> day of April, 2009, by Central Topsham Associates, LLC, a Maine limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant owns the property described in Exhibit A and is conveying the property described in paragraph 1 and 2 of Exhibit A to Highland Green Associates, LLC by deed of even date herewith, subject to and together with the benefit of this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the Lots described in Exhibit A hereto shall be held, occupied, improved, transferred, sold, leased and conveyed subject to and together with the benefit of the covenants and the common rights and easements, and the provisions of the Lot Owners Association herein as set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions for a lot owners association are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the parcels located thereon, to create mutual equitable servitudes upon each of the parcels in favor of each and all other parcels therein and to create reciprocal rights and those in privity of contract or estate between all persons acquiring or owning any interest in any portion of the property, including Declarant, and Declarant's grantees, successors, administrators, and assigns, and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including Declarant and Declarant's grantees, successors, administrators, and assigns, and the Association.

Nothing contained in this Declaration shall be deemed to apply to other real estate of the Declarant other than the property described in Exhibit A and any Additional Property that Declarant may subject to this Declaration as hereinafter provided, and no other property of the Declarant shall be subject to these covenants, conditions and restrictions set forth in Declaration unless such property is later expressly subjected to this Declaration as provided above.

**ARTICLE I: DEFINITIONS**

The following words, shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

1.1 Association shall mean the Highland Green Lot Owners Association which Declarant shall organize as a nonprofit mutual benefit association for the purpose of administering and enforcing the covenants and easements hereinafter set forth, maintaining and improving the Roads and other Common Facilities and otherwise carrying out the functions of a Lot Owners association and the provisions and objectives of this Declaration. Each Owner of a Lot shall be a member of the Association, and each Lot shall have one vote for each residential dwelling unit located on such Lot for which a certificate of occupancy has been issued with respect to actions to be taken by the Association, and each Owner shall be liable for Assessments by the Association for the purposes set forth herein.

1.2 Common Facilities shall mean the Roads and all utility lines and facilities and drainage

lines and facilities that serve or benefit more than one Lot.

1.3 Declarant shall mean Central Topsham Associates, LLC, as aforesaid, and its successors to all of Declarant's rights, title and interest in and to the property described in Exhibit A, provided that as a part of the transfer to such successor or assignee, (i) the Declarant expressly transfers to such party Declarant's rights hereunder, and (ii) such assignee signs the instrument of transfer indicating its acceptance of the Declarant's rights.

1.4 Lot shall mean any one of the numbered lots (as amended from time to time) described in Exhibit A hereto or shown on an future amendment to the Plans referenced in Exhibit A. Lot shall also mean any residential lot or parcel of land which becomes Additional Property as hereinafter defined and which Declarant subjects to the terms of this Declaration or which the land becomes subject to this Declaration pursuant to the provisions of Section 3.1.2 of this Declaration.

1.5 Owner shall mean the record owners, whether one or more persons or entities, of the fee simple title to any Lot, excluding (i) the lessees under any ground leases, (ii) the sublesses under proprietary leases, and (iii) those having an interest merely as security for the performance of an obligation.

1.6 Plan shall mean the recorded subdivision plans referenced in Exhibit A, as the same may be amended from time to time with the consent of Declarant, its successors or assigns.

1.7 Proportionate Share shall mean for each Lot, a fraction, the numerator of which is the number of residential dwelling units located on such Lot for which a certificate of occupancy has been issued and the denominator of which is the total number of residential dwelling units located on all of the Lots described in Exhibit A for which a certificate of occupancy has been issued.

1.8 Road(s) shall mean (a) the portion of Village Drive that is not a public street, (b) Evergreen Circle, (c) Sparrow Drive Extension, as defined in the deed from Declarant to Highland Green Associates, LLC of even date herewith, (d) Redpoll Drive, (e) Mountain Road, (f) Annex Drive, and (g) any similar roads now or hereafter shown on the Plan intended to benefit or serve more than one Lot, but excluding all roads, streets or drives or the portions thereof located within the lot line boundaries of any Lot.

## **ARTICLE II: SUPPLEMENTAL DECLARATIONS**

This Declaration may be amended from time to time by Supplemental Declarations duly executed by the Association pursuant to a 75% in interest vote of the Owners allocated in accordance with their Proportionate Share and with there being a total of 100 votes. No such amendment shall render invalid any use of subdivision land within the property existing in accordance with this Declaration at the time of recording such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration. Declarant may also unilaterally modify this Declaration to the extent provided in Section 3.1.2 hereof. Only property restricted to residential uses, golf course and accessory recreational uses may be subjected to this Declaration.

## **ARTICLE III: RESERVATIONS AND EASEMENTS**

3.1 There is hereby excepted and reserved to the Declarant for so long as Declarant owns any of the Lots and thereafter to each of the Lot Owners and to the Association the following:

3.1.1 *Roads and Easements.* Perpetual, non-exclusive rights of way and easements, appurtenant to the property described in Exhibit A and also appurtenant to any Additional Property, as hereafter defined,

across and through the Roads or located on any Lot within 15 feet of any Road, for construction, repair and maintenance of Roads and Common Facilities, and for access by pedestrians and vehicles together with the right to install, construct, repair and maintain drainage lines and facilities and utility poles, facilities and lines, including water and sewer lines and facilities (and to extend, connect to, and use in common any previously installed utility and/or drainage facilities) within the Roads or adjacent to, within or under said Roads or within 15 feet of any Road. Declarant further reserves the right to dedicate any Roads or portions thereof to the Town of Topsham as public streets or ways and to dedicate the Common Facilities or portions thereof to the Town of Topsham or applicable utility districts.

3.1.2 *Additional Property.* The Lots described in Exhibit A may be expanded unilaterally by Declarant, its successors and assigns, from time to time to include any lot(s) on property that adjoins or is located in the general area of the lots described in Exhibit A which may be now or hereafter created as part of the Highland Green subdivision, whether now owned or acquired in the future, which is contiguous to or in the general vicinity of the property described in Exhibit A or of any property which has been so added (herein the "Additional Property"); provided, however, that any such Additional Property will only become subject to the terms and provisions of this Declaration upon an amendment executed by the Declarant, its successors or assigns and duly recorded expressly making such Additional Property subject to the terms hereof.

#### **ARTICLE IV: COMMON RIGHTS AND EASEMENTS**

4.1 Each conveyance of a Lot shall be deemed to include as appurtenant to said Lot, subject to such reasonable rules and regulations as may be established from time to time by the Association, the following:

4.1.1 *Access.* A perpetual, non-exclusive, appurtenant right of way and easement over the Roads for access by pedestrians and vehicles, in common with Declarant and in common with the Owners of the other Lots and in common with others granted similar rights by Declarant, subject to the rights of the Declarant or any successor in interest to dedicate Roads to the Town of Topsham as public streets.

4.1.2 *Common Facilities.* Perpetual, non-exclusive, appurtenant drainage and utility easements, including the right to use and connect to all utility lines and facilities, including, without limitation, sewer, water, electrical, cable and gas lines and facilities and to use and connect to all drainage lines (including storm water drainage lines) and facilities, with respect to the Common Facilities, in common with Declarant and in common with the owners of the other Lots and in common with others granted similar rights by Declarant, subject to the rights of the Declarant or any successor in interest to convey Common Facilities to public utility companies.

4.2 The Association shall have the power and duty to set reasonable rules and regulations concerning the use of the Common Facilities and the Roads, consistent with this Declaration, provided that such rules shall be adopted by majority in interest vote of the owners of the Lots.

4.3 Declarant reserves the right to relocate the foregoing easements from time to time at its expense so long as reasonable access and utility service and drainage facilities are maintained. Declarant, its managers and employees shall not be responsible for any loss or damage to persons or property arising out of the use of the foregoing easements.

#### **ARTICLE V: ASSOCIATION**

5.1 Each Lot Owner shall by virtue of, and during, such ownership, be a member of the Association. The Association shall be the governing body for all the Owners of the Lots with respect to the administration, maintenance, repair, and replacement of improvements to the Common Facilities as provided by this Declaration. Association membership shall be appurtenant to each Lot and may not be separated from

lot ownership.

5.2 Each Owner shall be entitled to one vote for residential dwelling unit located on such Lot for which a certificate of occupancy has been issued. A simple majority in interest of the members of the Association shall constitute a quorum for any meeting of the Association, and a simple majority of the members present at a meeting may take any action; provided, however, that 100% of all members of the Association shall be required to amend this Declaration, provided, however, on 75% in interest vote, reasonable rules and regulations can be adopted and upon 75% in interest vote any covenant can be waived. Any amendment shall not become effective until the recording of such amendment in the Sagadahoc County Registry of Deeds. Other provisions for the operations of the Association shall be set forth in any By-Laws adopted by the Association.

5.3 The Association shall operate, maintain, repair, and replace the Roads and Common Facilities in accordance with the Declaration and all applicable laws, codes, ordinances and regulations until any conveyance to the Town of Topsham or applicable public utility.

5.4 The Association shall elect officers and a board of directors who shall be responsible for the performance of the duties of the Association.

5.5 The Declarant, and the Association thereafter, shall make appropriate arrangements for the timely management, operation, maintenance, repair and replacement, as necessary, of all Roads and Common Facilities until any conveyance to the Town of Topsham or applicable public utility.

5.6 The Association shall pay in a timely fashion all expenses necessary or incidental to the performance of its functions and responsibilities.

5.7 The Association will preserve and maintain for the common benefit of the Lot Owners all of the Common Facilities, pay taxes thereon, keep the same in good and slightly appearance and comply with and enforce the provisions of this Declaration.

#### **ARTICLE VI: ADDITIONAL RIGHTS OF DECLARANT**

6.1 For so long as Declarant, its successors or assigns, own one Lot as Declarant, Declarant reserves, for itself, its successors and assigns, the following rights:

6.1.1 Declarant may construct additional Roads and Common Facilities, may exercise the rights set forth in Article III and may grant and reserve, easements and rights of way for the installation, maintenance, repair, replacement and inspection of Roads and other Common Facilities, including, but not limited to water, electric, telephone, cable television, fuel oil, natural gas, and sewer. The Declarant or its agents may connect with and make use of the Roads and other Common Facilities, provided that the Declarant shall be responsible for the cost of services used by Declarant.

6.1.2 Nothing in this Declarant shall be interpreted to prohibit or restrict the right of Declarant, its successors and assigns, to amend the recorded Highland Green Plans and the boundaries of the Lots and the rights, easements and other matters pertaining thereto relating to the Lots then owned by Declarant, its successors or assigns.

#### **ARTICLE VII: ASSESSMENTS**

7.1 Declarant for each Lot owned by Declarant, and each Owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall pay to the Association:

7.1.1 *Annual assessments or charges.* An annual budget shall be prepared by the Association. The Proportionate Share of expenses of the Common Facilities in the budget shall be prorated for each Lot so that each lot owner shall pay annually to the Association, or its authorized representative, the Proportionate Share of the expenses of the Common Facilities, and for the maintenance, repair, and replacement thereof. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice shall be sent to every Owner subject thereto.

7.1.2 *Special assessments.* The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, or major replacement of the improvements to the Common Facilities; provided that any such supplemental assessment shall have the assent of two-thirds (2/3) in interest vote of the Owners of the Lots who are voting in person or by proxy at a meeting duly called for this purpose.

7.2 The due dates of all assessments shall be established by the Association. Assessments and other proper charges authorized and billed by the Association shall be a charge on the Lot and shall be continuing lien upon the Lot upon which such assessment is made. The Owner of a Lot shall not be obligated to pay any assessments as long as no residential dwelling units are located on such Lots. If the assessment to a Lot Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the rate of one percent (1%) per month, or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Lot Owner which lien shall bind the Lot, with the buildings and improvements thereon as well as the delinquent Lot Owner, heirs, devisees, successors, personal representatives and assigns.

7.3 Assessment liens may be enforced in the same manner as assessments against condominium units provided in the Maine statutes, as the same may be amended. All such charges, in addition to being a lien, shall also constitute the personal liability of the Owner of the Lot so assessed at the time of the assessment. Liens which the Association determines to be uncollectible shall be assessed against all Lots in the next annual assessment thereafter. Without limitation of the foregoing, each Owner shall be bound by the following provisions:

(a) The Association has a lien on a Lot for any assessment levied against that Lot or fines imposed against its Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against a Lot. The lien under this section is not subject to the provisions of Title 14, section 4651 and Title 18-A, Part 2, as they or their equivalents may be amended or modified from time to time.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within 3 years after the full amount of the assessments become due.

(e) This section does not prohibit actions to recover sums for which this Declaration creates a lien, or to prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action or suit brought under this section shall include costs and

reasonable attorney's fees for the prevailing party.

(g) The Association shall furnish to an Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against its Lot. The statement shall be furnished within 10 business days after receipt of the request and is binding on the Association and every Owner.

**ARTICLE VIII: ENFORCEMENT**

8.1 The provisions herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns and all parties claiming by, through, or under them, including all tenants of Declarant, its successors and assigns.

8.2 The failure of the Declarant or the Association to enforce any of the provisions herein set forth as to a particular violation shall not be deemed to be a waiver of the right to do so as to any subsequent violation.

**ARTICLE IX: GENERAL PROVISIONS**

9.1 If a court of competent jurisdiction shall hold invalid or unenforceable any part of any provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

9.2 Each Lot Owner shall at all times keep Declarant and the Association advised as to his/her/its mailing address and telephone number, and shall promptly advise in writing of any change or address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address provided by such Lot Owner in writing shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

9.3 This Declaration shall be construed, interpreted and enforced in accordance with the laws of the State of Maine, and any and all litigation arising out of or to enforce this Declaration shall be in the federal or state courts located in Sagadahoc County, Maine.

IN WITNESS WHEREOF, Central Topsham Associates, LLC, has caused this instrument to be signed and sealed in its limited liability company name by its Manager, JBW Management, Inc., by its President, John B. Wasileski, thereunto duly authorized, this 15th day of April 2009.

WITNESS:

[Signature]

Central Topsham Associates, LLC  
By: JBW Management, Inc., its Manager

By: [Signature]  
John B. Wasileski, its President

[Signature]  
April 15, 2009

STATE OF MAINE  
Cumberland, ss.

Personally appeared the above-named John B. Wasileski, President of JBW Management, Inc., Manager of Central Topsham Associates, LLC, and acknowledged the foregoing instrument to be his free act and deed in the said capacity and the free act and deed of Central Topsham Associates, LLC, before me,

[Signature]  
Notary Public/Attorney at Law  
Printed Name: Ronald Epstein

**Exhibit A**

1. Lots R-5, R-8, R-11, R-11A, R-14, R-20 and R-21, as shown on the Plan of Subdivision – Amendment VI – of Highland Green Subdivision, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated October 29, 2007, and recorded in the Sagadahoc County Registry of Deeds in Plan Book 44, Pages 83-86; and

2. Lots R-9 and R-15, as shown on the Plan of Subdivision – Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48, inclusive; and

3. Lots R-2, R-4, R-22, R-23, G-3 and G-9, as shown on the Plan of Subdivision – Amendment VI – of Highland Green Subdivision, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated October 29, 2007 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Pages 83-86; and

4. Lots R-12, R-13, R-16 and R-17 as shown on the Plan of Subdivision-Amendment IV Lots R12, R13, R16 R17 of Highland Green Subdivision by Paul H. Ruopp, Jr., PLS, dated March 3, 2006 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 42, Page 33; and

5. Lots, R-3, R-10, R-18, R-19, G-1-2, G-4-5, G-6, G-7, G-8, G-B1, G-B2 and E-1, as shown on the Plan of Subdivision – Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48; and

6. Lots E-2 and E-3 as shown on the Plan of Subdivision – Amendment II of Highland Green, State Route 196, Tedford Road, Topsham, Maine for Central Topsham Associates, LLC prepared by Paul H. Ruopp Jr., PLS, dated February 3, 2003, and recorded in the Sagadahoc County Registry of Deeds, Plan Book 38, Pages 41-48, as amended by the Plan of Subdivision Amendment VII of Lot E-2 C.R.E.A. Lot prepared by Paul H. Ruopp, Jr. for Central Topsham Associates, dated November 20, 2007 and recorded in the Sagadahoc County Registry of Deeds, Plan Book 44, Page 87.

Declarant, its successors and assigns, reserve the right to amend, upon receipts of any necessary approval of the Town of Topsham Planning Board, the above referenced Plans relating to the Lots then owned by Declarant, its successors and assigns.

SAGADAHOC COUNTY  
*Barbara J. Trott*  
Register of Deeds

**AMENDED AND RESTATED**  
**STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT**  
*[Reference is made to Book 2018R, Page 8998]*

IN CONSIDERATION OF the site plan approval granted by the Planning Board of the Town of Topsham for a plan entitled Plan of Subdivision Amendment - Amendment IX Revision 2 of Highland Green Subdivision Lots R6, G-1-2, R22, GB-2, Village Drive, Mountain Road, Topsham, Maine prepared for Central Topsham Associates LLC and Central Topsham Associates II, LLC by Paul H. Ruopp Jr., PLS, dated November 9, 2020 and recorded in the Sagadahoc County Registry of Deeds, Book 2020P, Pages 00083-00084; the Mountain Road and Nest Apartment Site Plans prepared by Belanger Engineering with latest revision date being November 19, 2019, said Plan being on file at the Town of Topsham Planning and Development Office (collectively, such two plans are hereinafter the "Plan"); and the stormwater management plan therefor filed with the Town of Topsham Planning and Development Office, a copy of which is attached hereto as **Exhibit 1**, and pursuant to a Planning Board condition of approval, Central Topsham Associates, LLC, a Maine limited liability company, with a place of business at 20 Blueberry Lane, Falmouth, Maine, being the owner of the subject premises shown on the Plan (the "Property"), does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

1. That the Owner, its successors and assigns, will, at their own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the stormwater management system as shown on said Plan and Exhibit 1, including, without limitation, the wet pond and the outlet or outlets therefrom, for the benefit of the the Mountain Road construction project, all persons in lawful possession of said premises and abutters thereto.

2. That the **Town of Topsham** ("Town") and all persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said Town may, but is not required to, by its authorized agents or representatives, enter upon said premises or any portion thereof for the purpose of performing the aforementioned maintenance of said stormwater management system in the event of any failure or neglect thereof, the cost and expense (including, without limitation, reasonable attorney's fees) thereof to be reimbursed in full to the said Town by the Owner upon demand. The determination of the Town of an event of failure or neglect shall be made by the Town in its sole and exclusive discretion and shall be final and binding on the Owner unless appealed in writing to the Director of the



Town of Topsham Planning Department (or his successor) within forty eight (48) hours of receipt of notice from the Town; provided, however, that the determination of the Town of an event of failure or neglect shall be final and not subject to appeal when the Town determines that emergency conditions require immediate action.

3. That the cost and expense of any work performed by the Town as set forth in Section 1 above and billed by the Town (“Costs and Expenses”) shall be a charge on the Property and shall be a continuing lien upon the Property. If the Costs and Expenses shall not be paid within 30 days after the date which due, then said Costs and Expenses shall be delinquent and shall, together with interest at the rate of one and one half (1½) percent per month or any portion thereof, costs of collection and reasonable attorneys’ fees, become a continuing lien on the Property owned by the delinquent Owner, which lien shall bind the Property (with any building and improvements thereon), as well as the delinquent Owner, his/her/its heirs, devisees, successors, personal representatives and assigns. Such lien may be enforced by the Town in any manner provided by law. The lien for unpaid Costs and Expenses established hereby shall be prior to all liens and encumbrances on the Property other than (i) any mortgage recorded prior to the date on which the Costs and Expenses which are sought to be enforced become delinquent, and (ii) liens for real estate taxes and other governmental/municipal assessments or charges against the Property, or any other lien which according to law takes priority over existing liens pursuant to any statute; provided, however, that any such lien shall not be subject to the provisions of 14 M.R.S.A. § 4561 or 18-A M.R.S.A. § 2-201 *et seq.*, as the same may be amended or modified from time to time. All such Costs and Expenses, in addition to being a lien, shall also constitute the personal liability of the Owner of the Property so charged at the time of the work. In the collection of any Costs and Expenses, the defaulting Owner shall also pay all of the Town’s costs of collection, including reasonable attorneys’ fees.

4. That Owner, its successors and assigns, will, at their own cost and at all times in perpetuity, be responsible for the maintenance of all stormwater management structures, the establishment of any contract services required to implement the stormwater management plan referenced above, and the keeping of records and maintenance log book. At a minimum, the appropriate and relevant maintenance, inspection and record keeping activities for each of the stormwater management structures, measures and devices will be performed on the prescribed schedule contained in the stormwater management plan referenced above.

5. That this Agreement shall not confer upon the said Town or any other person the right to utilize said stormwater management system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said stormwater management system for any reason whatsoever. This Agreement shall not affect or restrict the Owner’s right to enlarge the capacity of the stormwater management system, subject to the prior review and approval of the Planning Board of the Town of Topsham.

6. Nothing herein shall be construed to allow any change or deviation from the requirements of the subdivision and/or site plan most recently, formally approved by the Planning Board of the Town of Topsham.

7. That this Agreement shall bind the undersigned Owner only so long as it retains any interest in said premises, and shall run with the land and be binding upon Owner's successors and assigns as their interests may from time to time appear.

8. The Owner agrees to record a copy of this Agreement in the Sagadahoc County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any Condominium Association or management company, and to any successor or assign and to forward to the Town an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the Town a similar Addendum from any other successor or assign.

9. This Agreement amends and restates in its entirety that Stormwater Management System Maintenance Agreement made by Owner and dated September 11, 2018, recorded in the Sagadahoc County Registry of Deeds in Book 2018R, Page 8998.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, Central Topsham Associates, LLC has caused this instrument to be signed and sealed by JBW Management, Inc., its Manager, by John B. Wasileski, its President, thereunto duly authorized, on March 8, 2021.

WITNESS:

Kate M. Advers

**(OWNER)**

Central Topsham Associates, LLC  
By: JBW Management, Inc., its Manager

By: John B. Wasileski

Name: John B. Wasileski

Its: President

STATE OF MAINE

COUNTY OF Cumberland, ss.

March 8, 2021

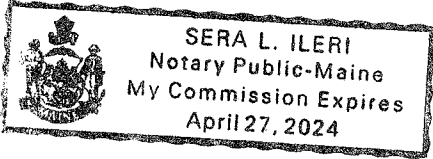
Then personally appeared the above-named John B. Wasileski, President of JBW Management, Inc., Manager of Central Topsham Associates, LLC, and acknowledged the foregoing Agreement to be the free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,

Sera L. Ileri

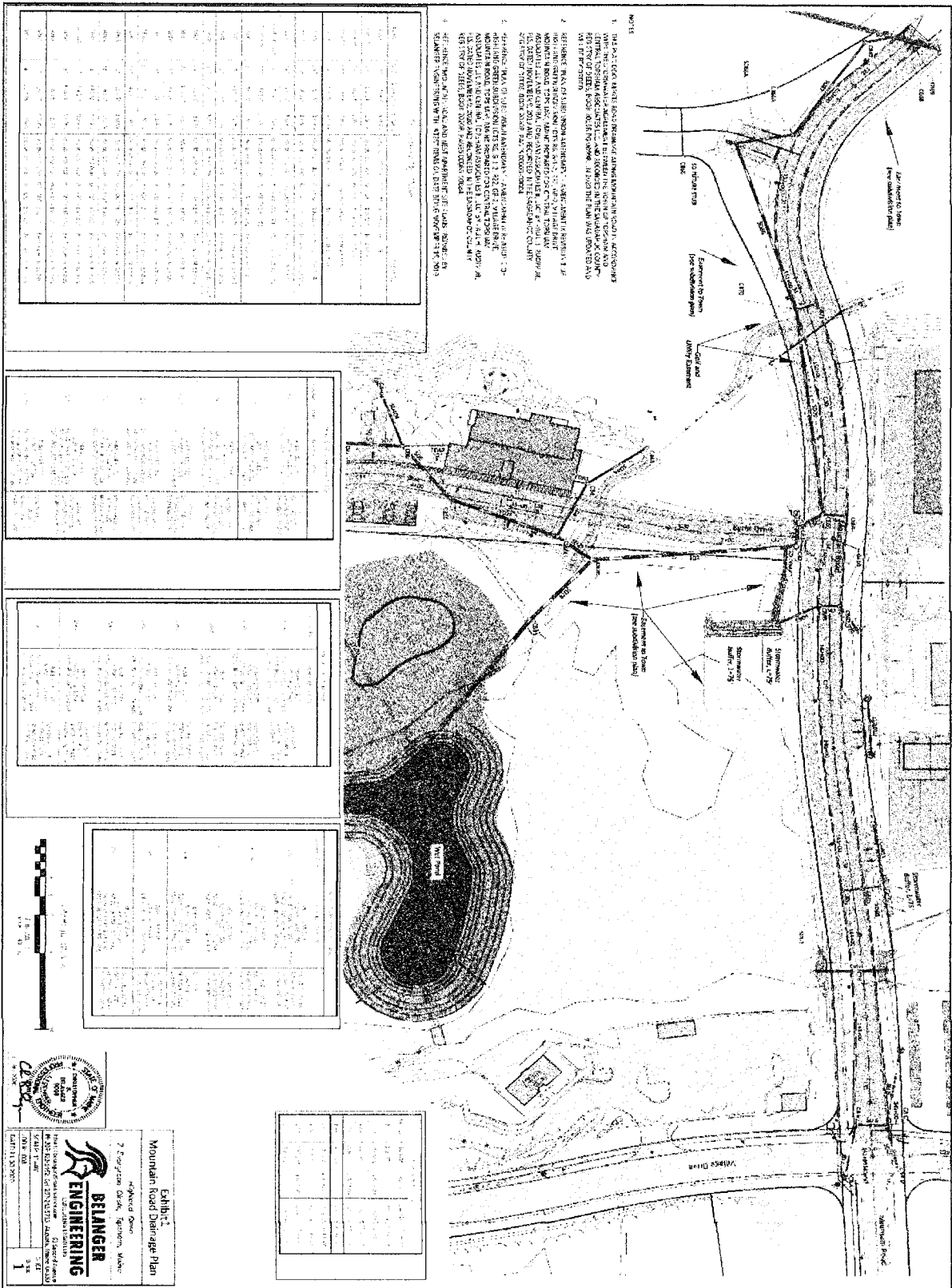
Notary Public/Attorney-at-Law

Print Name: Sera L. Ileri



**EXHIBIT 1**  
**STORMWATER MANAGEMENT PLAN**

[Attached behind]



- NOTES
1. THE LOCATION AND ELEVATION OF ALL STRUCTURES AND UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE DATA PROVIDED BY THE CLIENT AND THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA TO VERIFY THE LOCATION AND ELEVATION OF THE STRUCTURES AND UTILITIES SHOWN ON THIS PLAN.
  2. THE DESIGN OF THIS DRAINAGE SYSTEM IS BASED ON THE ASSUMPTIONS LISTED BELOW AND THE DESIGNER IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS PLAN.
  3. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA TO VERIFY THE LOCATION AND ELEVATION OF THE STRUCTURES AND UTILITIES SHOWN ON THIS PLAN.
  4. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND THE SURROUNDING AREA TO VERIFY THE LOCATION AND ELEVATION OF THE STRUCTURES AND UTILITIES SHOWN ON THIS PLAN.

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGN	10/15/2021	J. BELINGER	
2	CHECK	10/15/2021		J. BELINGER
3	REVISION	10/15/2021		
4	REVISION	10/15/2021		
5	REVISION	10/15/2021		
6	REVISION	10/15/2021		
7	REVISION	10/15/2021		
8	REVISION	10/15/2021		
9	REVISION	10/15/2021		
10	REVISION	10/15/2021		

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1	DESIGN	10/15/2021	J. BELINGER	
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5	REVISION	10/15/2021		
6	REVISION	10/15/2021		
7	REVISION	10/15/2021		
8	REVISION	10/15/2021		
9	REVISION	10/15/2021		
10	REVISION	10/15/2021		

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5	REVISION	10/15/2021		
6	REVISION	10/15/2021		
7	REVISION	10/15/2021		
8	REVISION	10/15/2021		
9	REVISION	10/15/2021		
10	REVISION	10/15/2021		

NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGN	10/15/2021	J. BELINGER	
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3	REVISION	10/15/2021		
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5	REVISION	10/15/2021		
6	REVISION	10/15/2021		
7	REVISION	10/15/2021		
8	REVISION	10/15/2021		
9	REVISION	10/15/2021		
10	REVISION	10/15/2021		



Exhibit  
 Mountain Road Drainage Plan  
 Prepared By: J. Belinger  
 Checked By: J. Belinger  
 Date: 10/15/2021  
**BELINGER ENGINEERING**  
 27 Ferguson Street, Gardiner, Maine  
 Phone: 603-233-2222  
 Fax: 603-233-2223  
 Email: info@belinger-engineering.com  
 Website: www.belinger-engineering.com  
 Scale: 1" = 40'



BRUNSWICK & TOPSHAM  
WATER DISTRICT

**Craig W. Douglas, PE**  
General Manager

**T.C. Schofield, PE**  
District Engineer

PO Box 489  
Topsham, Maine 04086  
Telephone (207) 729-9956  
Fax (207) 725-6470

**Daniel O. Knowles, CPA**  
Director of Finance and  
Data Management Systems

**Joshua S. Cobb, PE**  
Director of Operations

September 28, 2021

Chris Belanger, PE  
Belanger Engineering  
63 Second Avenue  
Augusta, ME 04330  
Via email: [cbelanger@roadrunner.com](mailto:cbelanger@roadrunner.com)

RE: Mountain Road Water Main Inspection

Dear Mr. Belanger:

The installation of the water main on Mountain Road was inspected by the District. This work included approximately 2,500 linear feet of water main, two fire hydrants, four 2-inch domestic services, four 6-inch fire services, and one 1-inch domestic water services. The District inspected the alignment and depth of bury of the main, services, and hydrants, and ensured that the District's material and installation specifications were met.

If you have any questions, please call.

Yours truly,

T.C. Schofield, PE  
District Engineer



September 27, 2021

Derek Scrapchansky, Town Manager  
Town of Topsham  
100 Main Street  
Topsham, ME 04086

**RE: One-year maintenance warranty** for road construction at Highland Green Subdivision, Tax Map#R4 Lot 17A-6, 17A-B2-1,

Dear Mr. Scrapchansky;

As required by the Town of Topsham Road Acceptance application we are providing a one-year maintenance warranty for the road construction completed for the Highland Green Subdivision Project. Central Topsham Associates LLC and has developed and completed the road construction for Mountain Road. Mountain Road is being offered for public acceptance.

The maintenance warranty will extend for a period of one year from the date of acceptance.

After the one-year warranty period has ended, we shall request the Public Works Director or Town Engineer (as applicable) prepare a second written report of inspection prior to the release of the maintenance guarantee as required.

If you require any additional information, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ch Belanger". The signature is fluid and cursive, with a long horizontal stroke at the end.

Christopher S. Belanger, P.E.  
"Agent" for Seacoast Management Company (See Authorization Letter)

cc: Chris Wasileski, Seacoast Management Company  
Enclosures



NOTES:

1. THE SURVEY ON WHICH THIS PLAN IS BASED IS ORIENTED TO THE MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE 1983 NAD ESTABLISHED AT THE PROJECT SITE AND VICINITY BY STATIC GPS SURVEY.
2. THE SURVEY WAS COMPLETED WITH A TOTAL STATION INSTRUMENT. A TRAVERSE NETWORK WAS COMPLETED INCORPORATING GPS CONTROL POINTS.
3. THE PROJECT IS SHOWN ON TOWN OF TOPSHAM ASSESSOR'S MAP R4.
4. ELEVATIONS PROVIDED ARE BASED ON NORTH AMERICAN DATUM 1988 DEFINITION ESTABLISHED AT THE PROJECT SITE BY GPS OBSERVATIONS

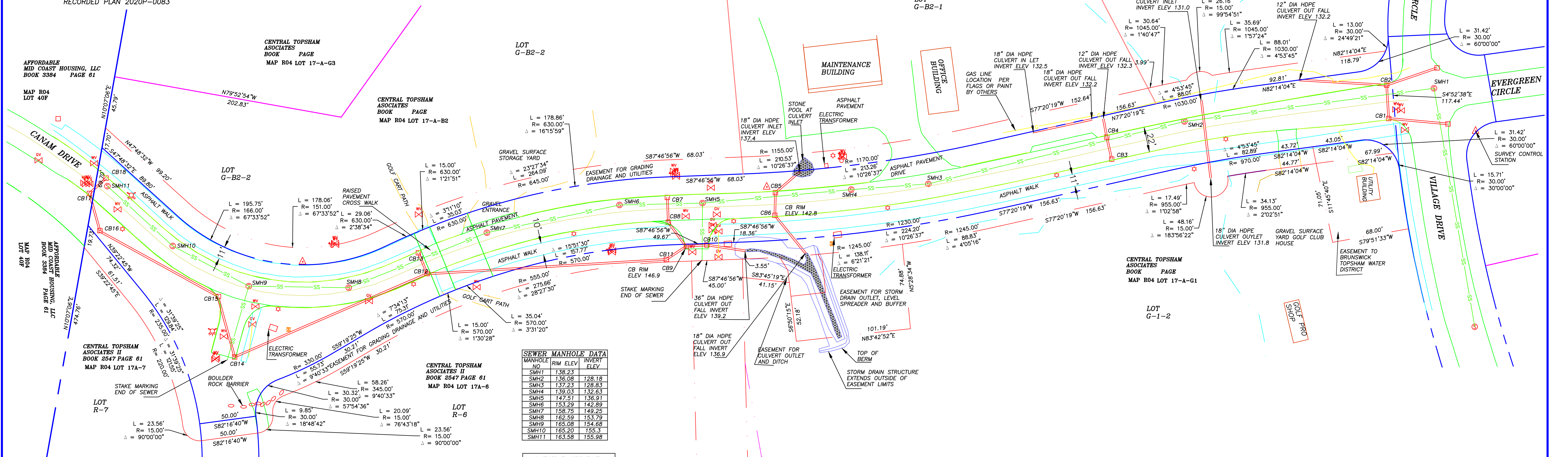
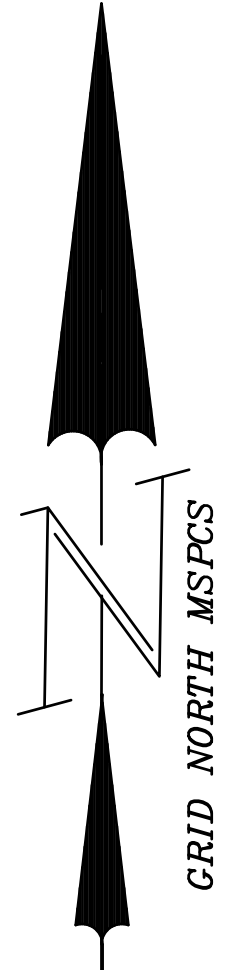
PLAN REFERENCES:

PLAN OF SUBDIVISION AMENDMENT, AMENDMENT IX REVISION 1, HIGHLAND GREEN SUBDIVISION LOTS R6, G-1,2, R22, CB-2, RECORDED SAGadahoc COUNTY REGISTRY OF DEEDS PLAN SHEET 1 OF 2 RECORDED PLAN 2020P-0003

PLAN OF SUBDIVISION AMENDMENT, AMENDMENT IX REVISION 1, HIGHLAND GREEN SUBDIVISION LOTS R6, G-1,2, R22, CB-2, SHEET 2 OF 2 RECORDED SAGadahoc COUNTY REGISTRY OF DEEDS PLAN 2020P-0004

PLAN OF SUBDIVISION AMENDMENT, AMENDMENT IX REVISION 2, HIGHLAND GREEN SUBDIVISION LOTS R6, G-1,2, R22, CB-2, RECORDED SAGadahoc COUNTY REGISTRY OF DEEDS PLAN SHEET 1 OF 2 RECORDED PLAN 2020P-0084

PLAN OF SUBDIVISION AMENDMENT, AMENDMENT IX REVISION 1, HIGHLAND GREEN SUBDIVISION LOTS R6, G-1,2, R22, CB-2, RECORDED SAGadahoc COUNTY REGISTRY OF DEEDS PLAN SHEET 2 OF 2 RECORDED PLAN 2020P-0083

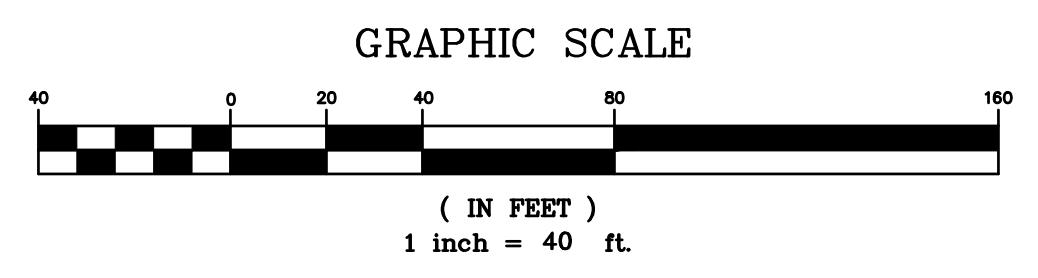


MANHOLE NO	RIM ELEV	INVERT ELEV
SMH1	138.23	128.18
SMH2	136.08	128.18
SMH3	137.23	128.83
SMH4	139.03	132.63
SMH5	147.51	136.91
SMH6	153.29	142.89
SMH7	158.75	149.25
SMH8	162.59	153.79
SMH9	165.08	154.68
SMH10	163.20	155.3
SMH11	163.58	155.98

CATCH BASIN NO	RIM ELEV	INVERT IN	INVERT OUT
CB1	137.9		
CB2	137.9		
CB3	135.7		
CB4	135.7		
CB5	142.7		
CB6	142.6		
CB7	149.9		
CB8	149.8		
CB9	148.3		
CB10	147.8		
CB11	146.9		
CB12	160.4		
CB13	160.4		
CB14	166.0		
CB15	165.2		
CB16	163.5		
CB17	163.1		
CB18	163.3		

**LEGEND:**

SURVEY CONTROL (TRAVERSE) STATION	▲	SANITARY SEWER LINE	— ss —
IRON PIPE OR ROD EXISTING	○	STORM DRAIN LINE	— sd —
STONE OR CONCRETE MONUMENT EXISTING	⊙	WATER LINE	— w —
DRILL HOLE EXISTING	⊙	AERIAL ELECTRIC & TELEPHONE LINE	— ch/et —
5/8" DIA REINFORCING BAR SET	●	BELOW GRADE ELECTRIC, TELEPHONE LINE	— upe/t —
WITH SURVEYORS ID CAP	●	WIRE FENCE LINE	— x — x —
MONUMENT SET (OTHER THAN REBAR)	■	WOOD FENCE LINE	— o — o —
BENCH MARK OR TEMPORARY BENCH MARK	⊕	CHAIN LINK FENCE	— o — o —
CATCH BASIN	□	STONEWALL	— o — o — o — o —
DRAIN MANHOLE	⊙	PROPERTY LINE	— — — — —
SANITARY SEWER MANHOLE	⊙	EASEMENT LINE	— — — — —
WATER GATE VALVE	⊙	PARCEL LINE PER DEED	— — — — —
HYDRANT	⊙	ZONING YARD SET BACK LINE	— — — — —
WATER SHUT OFF	⊙	LOT/DIVISION LINE	— — — — —
WELL	⊙	EXISTING CONTOUR LINE	— — — — —
UTILITY POLE	⊙	WETLANDS LIMIT	— w/l —
UTILITY GUY POLE	⊙	VEGETATION/TREELINE LIMIT	— w/l —
CONTROLLER CABINET	⊙	LINE TABLE REFERENCE L1	— — — — —
POLE LIGHT	⊙	CURVE TABLE REFERENCE C1	— — — — —
GAS/OIL FILL POINT COVER	⊙		
SOIL TEST PIT LOCATION	⊙		
SOIL BORING LOCATION	⊙		
TRAFFIC DIRECTION	→		
FLOW DIRECTION	→		



THIS PLAN HAS BEEN PREPARED FOR THE CLIENT NAMED HEREON FOR THE PURPOSE OF SHOWING THE DETAIL AND AS-BUILT CONDITIONS ALONG THE MOUNTAIN ROAD CORRIDOR.

THE PLAN REFLECTS CONDITIONS ON THE SURFACE OF THE EARTH AS OF THE DATE OF THE SURVEY IN APRIL 2021.

USE OF THIS PLAN BY INDIVIDUALS AND OR PARTIES OTHER THAN THE CLIENT NAMED HEREON, AND / OR USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH THE SURVEY WAS COMPLETED IS UNAUTHORIZED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SURVEYOR.

UNAUTHORIZED USE OF THE PLAN OR RELEASE OF THE PLAN TO UNAUTHORIZED PARTIES OR AGENCIES WILL ENTITLE THE SURVEYOR TO ADDITIONAL COMPENSATION.

**PLAN OF AS-BUILT SURVEY**  
OF:  
**MOUNTAIN ROAD HIGHLAND GREEN DEVELOPMENT**

TOPSHAM, MAINE  
FOR:  
**CENTRAL TOPSHAM ASSOCIATES**  
TOPSHAM, MAINE

**PAUL H. RUOPP JR., PLS**  
LAND SURVEYING & MAPPING

25 MAPLE STREET P O BOX 330  
MONMOUTH, MAINE 04259  
TEL & FAX: 207-933-3393

FIELD WK: PHR III  
DRAWN BY: PHRJR  
CHECKED BY: PHRJR  
DATE: 01JUL2021  
SCALE: 1" = 40'  
FIELD BK: 0143  
PROJ: 12090054  
SHEET: 1 OF 1  
File No.: 12090048

NOT VALID WITHOUT SEAL OF MAINE SURVEYOR  
PAUL H. RUOPP JR.  
PROFESSIONAL LAND SURVEYOR  
23SEP2022

CENTRAL TOPSHAM ASSOCIATES  
 BOOK 1860 PAGE 141  
 MAP R04 LOT 17A-22

LOT R-22

G-B2-1

18" DIA HDPE CULVERT INLET  
 INVERT ELEV 131.0

12" DIA HDPE CULVERT OUT FALL  
 INVERT ELEV 132.2



18" DIA HDPE CULVERT IN LET  
 INVERT ELEV 132.5

12" DIA HDPE CULVERT OUT FALL  
 INVERT ELEV 132.3

GAS LINE LOCATION PER  
 FLAGS OR PAINT  
 BY OTHERS

18" DIA HDPE CULVERT OUT FALL  
 INVERT ELEV 132.2

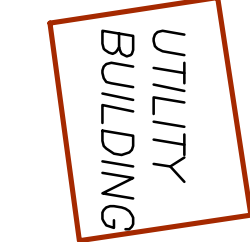
STONE POOL AT CULVERT INLET  
 ELECTRIC TRANSFORMER

12" DIA HDPE CULVERT INLET  
 INVERT ELEV 132.4

ASPHALT DRIVE

ASPHALT WALK

EASEMENT FOR GRADING DRAINAGE AND UTILITIES



VILLAGE DRIVE

SURVEY STATION

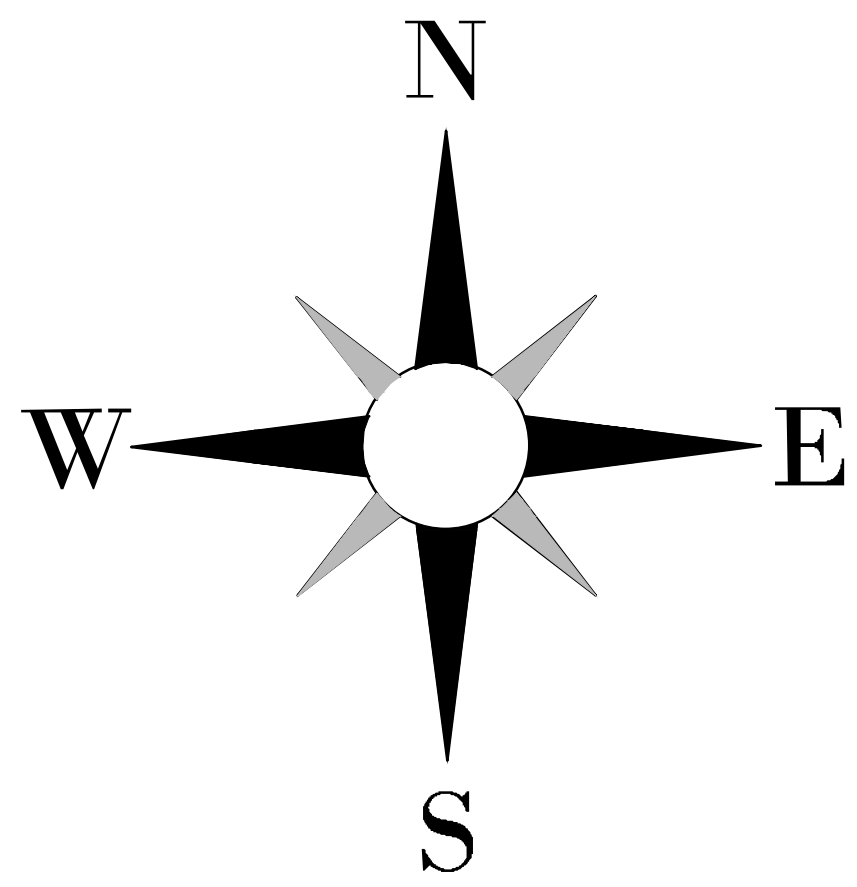
18" DIA HDPE CULVERT OUYLET  
 INVERT ELEV 131.8

GRAVEL SURFACE YARD GOLF CLUB HOUSE

EASEMENT TO BRUNSWICK TOPSHAM WATER DISTRICT

CENTRAL TOPSHAM ASSOCIATES  
 BOOK PAGE  
 MAP R04 LOT 17-A-G1

LOT G-1-2

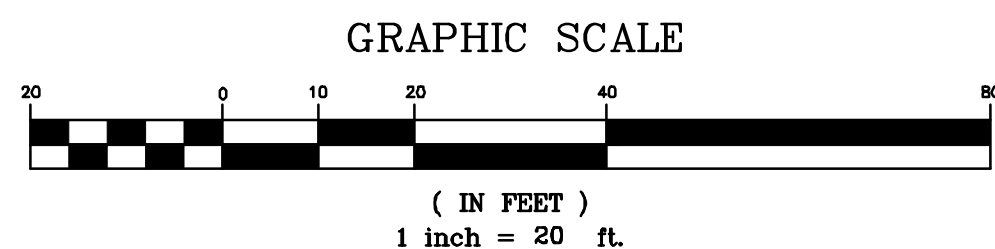


ELECTRIC TRANSFORMER

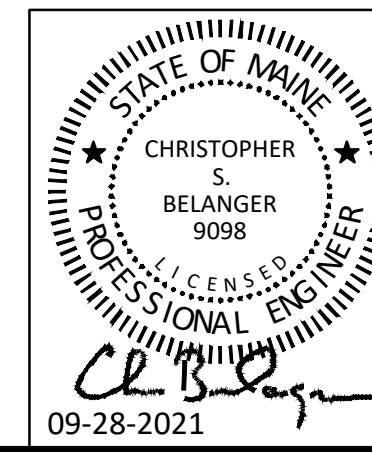
EASEMENT FOR STORM DRAIN OUTLET, LEVEL SPREADER AND BUFFER

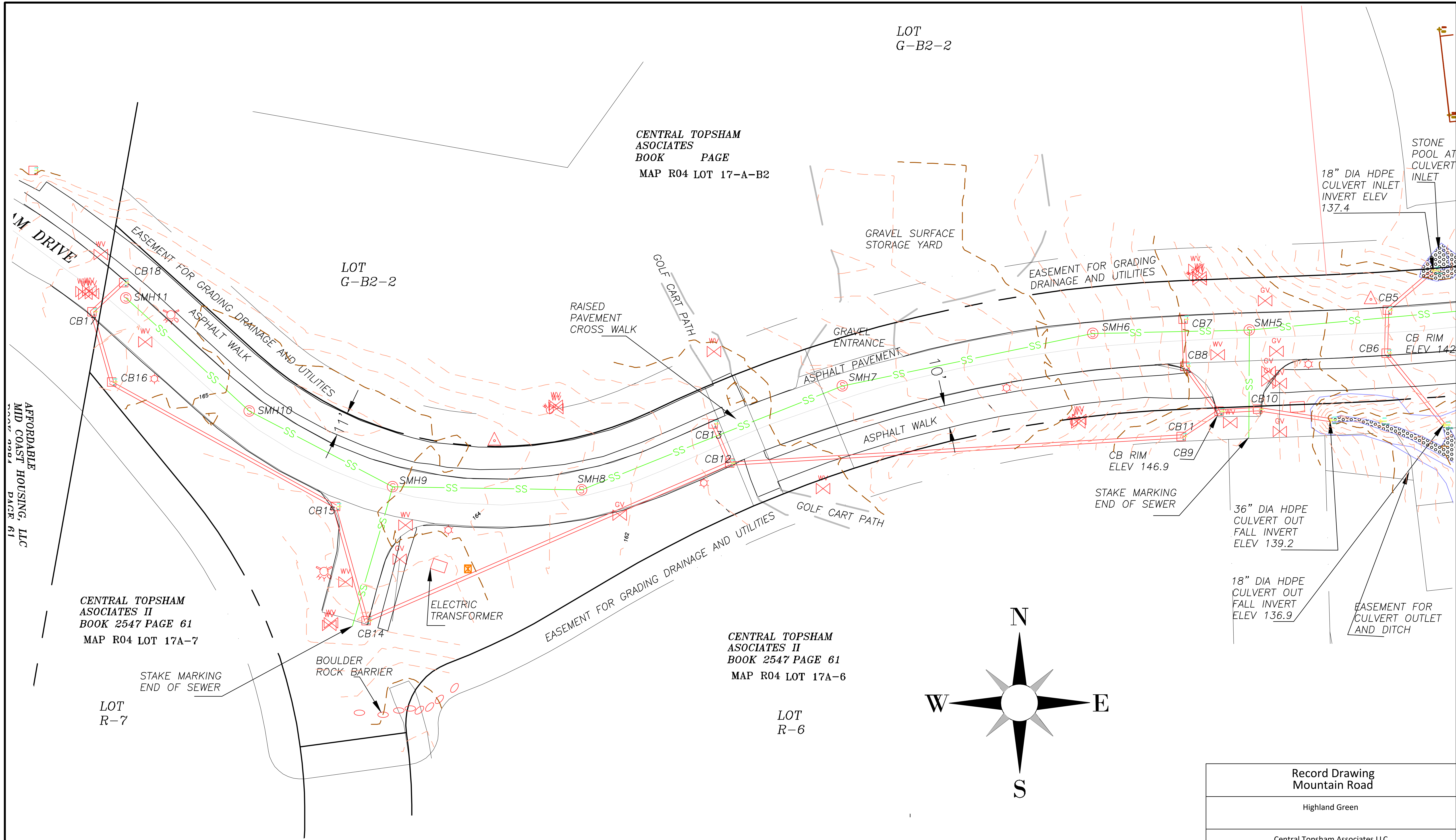
INLET FOR STORM DRAIN OUTLET

TOP OF BERM  
 STORM DRAIN STRUCTURE EXTENDS OUTSIDE OF EASEMENT LIMITS



Record Drawing Mountain Road		
Highland Green		
Central Topsham Associates LLC Seacoast Management Company		
<b>BELANGER ENGINEERING</b> CONSULTING ENGINEERS 63 Second Avenue, Augusta, Maine 04330 Ph 207-622-1462, Cell 207-242-5713 Email: cbelanger@roadrunner.com		
FIELD WK:	SCALE: 1"=20'	SHEET:
DRN BY:	JOB #:	AB1
CH'D BY:	SS:	
DATE: 09-28-2021	FILE:	





LOT  
G-B2-2

CENTRAL TOPSHAM  
ASSOCIATES  
BOOK PAGE  
MAP R04 LOT 17-A-B2

LOT  
G-B2-2

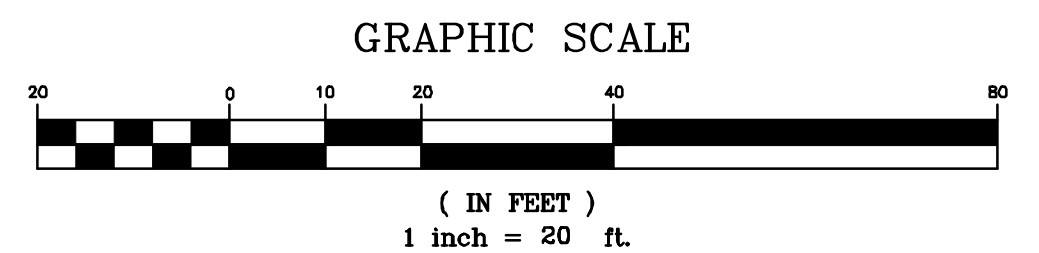
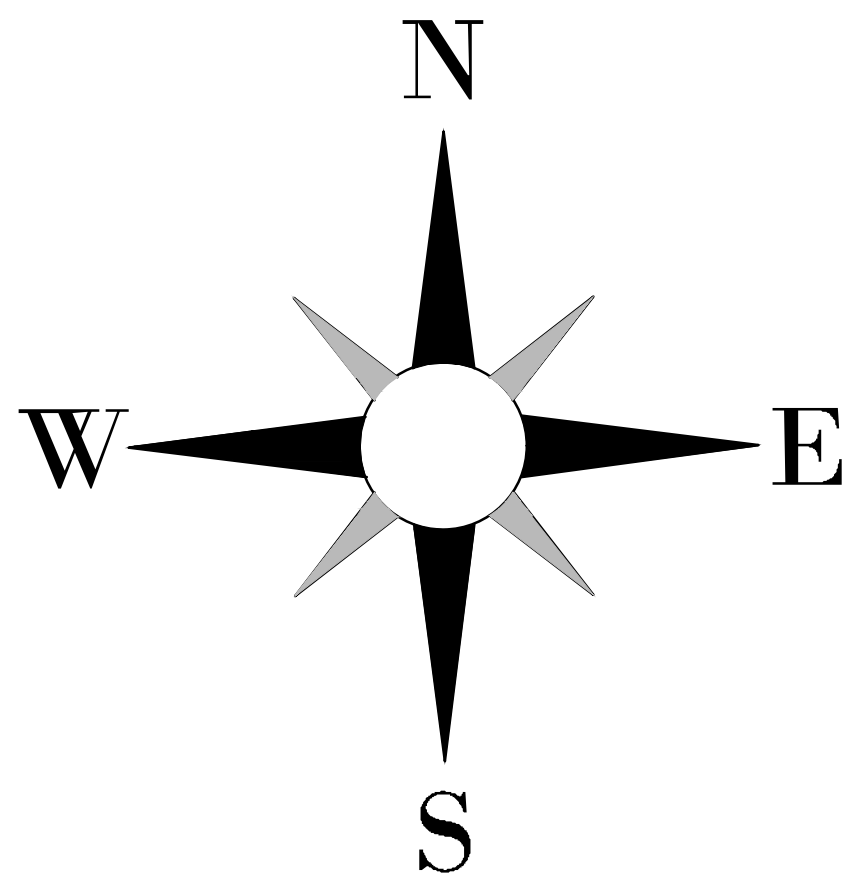
AFFORDABLE  
MOUNTAIN ROAD HOUSING, LLC  
MAP R04 PAGE 61

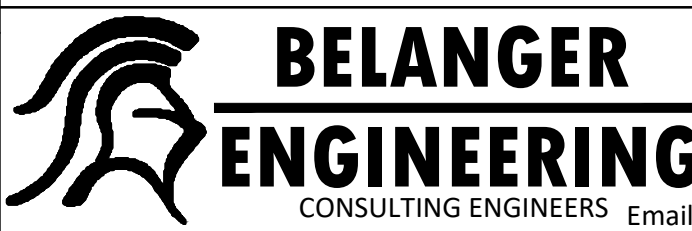
CENTRAL TOPSHAM  
ASSOCIATES II  
BOOK 2547 PAGE 61  
MAP R04 LOT 17A-7

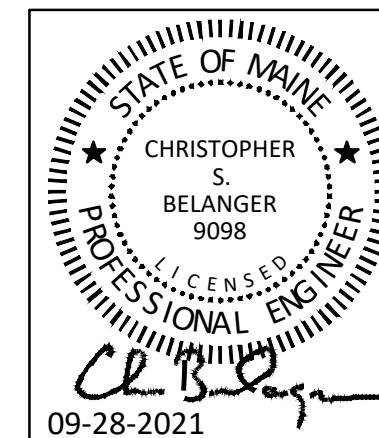
CENTRAL TOPSHAM  
ASSOCIATES II  
BOOK 2547 PAGE 61  
MAP R04 LOT 17A-6

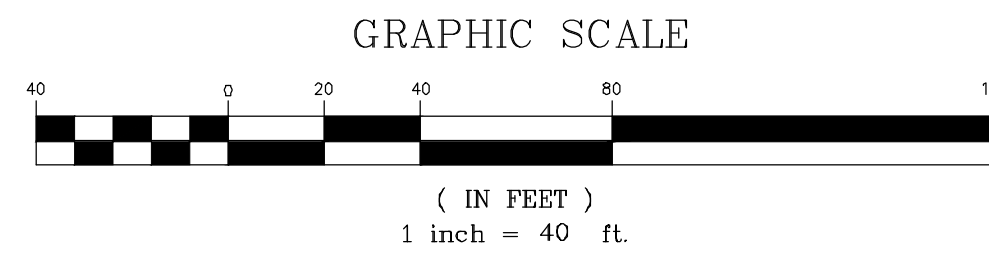
LOT  
R-7

LOT  
R-6

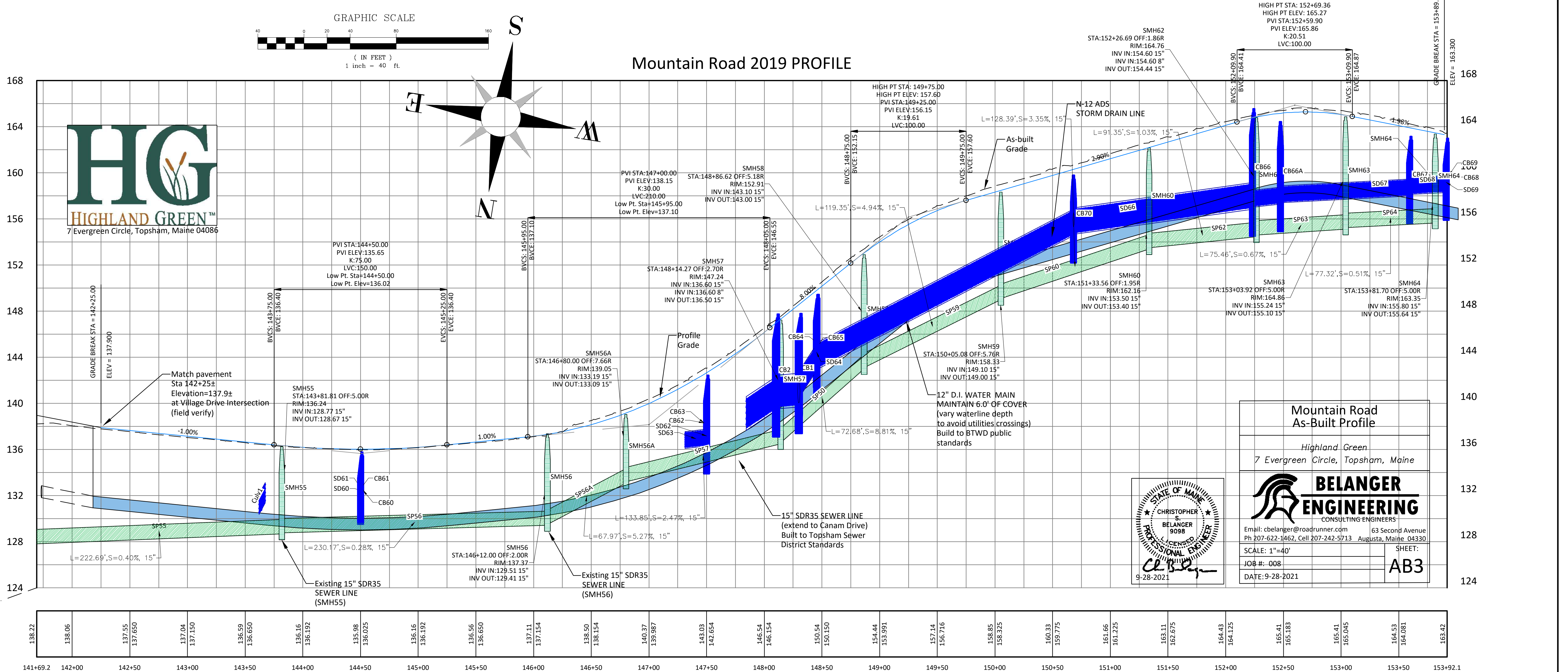


Record Drawing Mountain Road		
Highland Green		
Central Topsham Associates LLC Seacoast Management Company		
 <b>BELANGER ENGINEERING</b>		<ul style="list-style-type: none"> <li>• COMMERCIAL PROJECTS</li> <li>• RESIDENTIAL SUBDIVISIONS</li> <li>• TOWN AND STATE APPROVALS</li> <li>• SITE PLANNING &amp; DESIGN</li> <li>• STORMWATER MANAGEMENT</li> <li>• ROAD AND UTILITY DESIGN</li> <li>• EROSION CONTROL PLANS</li> </ul>
<small>CONSULTING ENGINEERS</small> <small>63 Second Avenue, Augusta, Maine 04330</small> <small>Ph 207-622-1462, Cell 207-242-5713</small> <small>Email: cbelanger@roadrunner.com</small>		
FIELD WK:	SCALE: 1"=20'	SHEET:
DRN BY:	JOB #:	<b>AB2</b>
CH'D BY:	SS:	
DATE: 09-28-2021	FILE:	





# Mountain Road 2019 PROFILE



**Mountain Road  
As-Built Profile**

Highland Green  
7 Evergreen Circle, Topsham, Maine

STATE OF MAINE  
CHRISTOPHER S.  
BELANGER  
9098  
LICENSED PROFESSIONAL ENGINEER  
9-28-2021

**BELANGER  
ENGINEERING**  
CONSULTING ENGINEERS

Email: cbelanger@roadrunner.com 63 Second Avenue  
Ph 207-622-1462, Cell 207-242-5713 Augusta, Maine 04330

SCALE: 1"=40'  
JOB #: 008  
DATE: 9-28-2021

SHEET:  
**AB3**

