

## Town of Madison Site Plan Application Checklist

Applications are available from the Town Office, and contain the elements listed in § 484-10 of the Madison Site Review Ordinance. Applications shall be submitted to the Town office, together with required fees.

Application fees: The Town Office will calculate the total fees for the Site Review process to include

Permit Fees:	\$ _____
Cost per s/f:	\$ _____
Administrative:	\$ _____
 Total	 \$ 100.00

**Section SR2 - Formal Application: If some answers require more detail please attach a separate sheet of paper**

Use the columns to the left to check off completed items	PB Comment
<input type="checkbox"/> Project Name: GO LAB Equipment Infrastructure Project	
<input type="checkbox"/> Applicant Name GL Real Estate Holdings, LLC Address 1 Main Street, Madison, ME, 04950 Phone 207-233-1737 Email: josh@golab.us	
<input type="checkbox"/> Property Owner Name: GL Real Estate Holdings, LLC. Address 137 High Street, Belfast, ME 04950 Phone 207-233-1737 Email: josh@golab.us	
<input type="checkbox"/> Authorized Representative Joshua Henry, President Phone 207-233-1737 Email josh@golab.us	
<input type="checkbox"/> Town of Madison Tax Map # <u>19</u> Lot # <u>104A</u>	

<p>Engineer, landscape architect or planner?  Name/Company David Gilroy, Project Manager, Stantec  Address 845 Prospect Street, Fredericton, NB E3B 2T7  Phone 506-457-3210  Email David.Gilroy@Stantec.com  <input type="checkbox"/></p>	
<p>Does the applicant own the property? If yes please provide a photocopy of the deed. YES, Please see attached photo copy of deed.  If no, please provide proof of option to purchase or lease.  <input type="checkbox"/></p>	
<p>Number of acres to be developed: <u>Total acreage of Mill site is 11.9 acres</u>  <input type="checkbox"/></p>	
<p>Please explain the existing use of the property:  The site to be redeveloped is the former UPM mill site. The company shut down operations in 2016, and the site has been vacant until GL Real Estate Holdings purchase in August, 2019.  <input type="checkbox"/></p>	
<p>Are there <b>currently</b> any covenants, deed restrictions, easements, or rights-of-way on the property? If yes please provide documentation. Yes, see site map and additional title documentation attached.  <input type="checkbox"/></p>	
<p>Are there any <b>plans for</b> covenants, deed restrictions, easements, or rights-of-way on the property? If yes please provide details: No.  <input type="checkbox"/></p>	
<p>Abutting Land Owners:</p> <p>Name: <u>See attached list.</u> Map: _____ Lot: _____</p> <p>Name: _____ Map: _____ Lot: _____</p> <p>Name: _____ Map: _____ Lot: _____  <input type="checkbox"/></p>	
<p>Are you requesting any waivers* for this project? If yes please provide details.  <input type="checkbox"/></p>	

**\*Waiver or modification of application requirements.**

The Planning Board, on the written petition of the applicant, may waive, in its sole discretion, any of the submission requirements in this application, or otherwise modify the application requirements, including application fees and documentation, based on the unique circumstances of the plans or site and provided such waiver does not unduly restrict the review process. The Board shall make a written record of its decision to waive requirements.

### Section SR3 - Formal Site Plan Map

Site plan requirements. The site plan map must consist of three paper prints plus one Mylar (reproducible) copy, with a maximum size of 30 inches by 48 inches and at a scale of between one-inch equals 40 feet and one inch equals 100 feet. The plan must include the following:

Use the columns to the left to check off completed items		PB Comment
<input type="checkbox"/> A.	Date, title, scale, North arrow, name of project. Site Maps will be updated and presented prior to March 24 PB meeting.	
<input type="checkbox"/> B.	A boundary outline with dimensions and lot area, in relation to surrounding streets, walls and adjoining land uses.	
<input type="checkbox"/> C.	Names and addresses of present landowners and abutting landowners.	
<input type="checkbox"/> D.	Locations of existing buildings and other structures, fire hydrants, streetlights, utility poles, underground water and sewer facilities, existing trees greater than 10 inches in diameter and other natural landscape features.	
<input type="checkbox"/> E.	Preliminary design drawings of site plans, floor plans, elevations in sufficient detail to show access, layout and building construction or modification.	
<input type="checkbox"/> F.	Location and dimension of all proposed buildings, and private and public utilities.	
<input type="checkbox"/> G.	Location map.	
<input type="checkbox"/> H.	All existing and proposed rights-of-way and easements, shown on plan.	
<input type="checkbox"/> I.	Location and accurate dimensions of streets, width of pavement, parking, loading and associated curbing.	
<input type="checkbox"/> J.	Identification and boundaries of any shoreland zoning districts affecting the property.	
<input type="checkbox"/> K.	A signature block for approval by the Planning Board.	

## Section SR4 - Signed Statements from Municipal Officials

Depending on the size, scope and location of the project signatures may be required from the following agencies and for the following reasons. If the project does not apply simply write N/A in the signature box.

Authorizing Signature and Printed Name	Authorizing Body	PB Comment
To be obtained by Tim Curtis and will be provided by March 24 Planning Board meeting,	<b>The Anson Madison Water District</b> as to the conditions under which the District will supply water and approval of the size and location of mains, valves, and hydrants proposed.	
	<b>The Anson Madison Sanitary District</b> as to the conditions under which the Sewer District will provide sewage disposal service, or a statement relative to the capacity of the sewage disposal system to treat septic tank pumping.	
	<b>The Madison Fire Chief</b> approving the features related to fire and emergency protection.	
	<b>The Madison Road Commissioner</b> regarding the adequacy and design of drainage and street systems, both proposed and existing.	
	<b>The Somerset County Sheriff's Office</b> relative to security and traffic circulation, if required by the Planning Board.	
	<b>The Madison Town Manager</b> where the use may involve the production of a substantial amount of waste, review of a waste management plan developed in accordance with § 484-25.	
	Any other agency or committee deemed appropriate by the Planning Board.	

## Section SR5 - Supporting Documents

Based on the nature of the project the Site Review Process may require additional information.

Please provide documentation as it applies to this application. \*Please see attached documentation

Use the columns to the left to check off completed items	PB Comment
<input type="checkbox"/> A. A circulation plan noting all pedestrian and vehicle traffic flow, both within the development and in terms of ingress and egress impact on surrounding road systems.	
<input type="checkbox"/> B. The size and proposed location of water supply and sewage disposal systems on the property and provision for future expansion or replacement of those systems.	
<input type="checkbox"/> C. A landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill and for screening; the size, location, purpose and type of vegetation.	
<input type="checkbox"/> D. A storm water management plan, including location, elevation, layout of catch basins, and other surface and subsurface drainage features. If the development will create more than 10,000 square feet of new impervious surface, the storm water management plan must be designed by a registered professional engineer.	
<input type="checkbox"/> E. A topographical plan, at 2-foot intervals, showing existing and proposed contours and finished grade elevations.	
<input type="checkbox"/> F. An erosion control plan.	
<input type="checkbox"/> G. Plans, profiles, and cross-sections of roads, driveways, and parking areas proposed to be added to the site.	
<input type="checkbox"/> H. Identification of soils with severe or very severe limitations for the type of development proposed in accordance with the USDA medium-intensity soil survey for Somerset County. If soils identified by the survey as having severe or very severe limitations are to be developed, a high-intensity soil survey may be required.	
<input type="checkbox"/> I. Locations of any critical areas of natural or cultural resources, including but not limited to areas of potential archaeological significance, wetlands, vernal pools, critical wildlife habitat, floodplains, and the location of any sand and gravel aquifers. If any of these areas will be affected by the development, a plan to mitigate or manage impacts to the resource shall be supplied.	
<input type="checkbox"/> J. Design drawing of <b>any signs or other display features</b> of the development.	
<input type="checkbox"/> K. Construction schedule, costs and performance guarantee arrangement, along with appropriate statements of proof of financial capability and a statement of relationship between developer, design consultant and project contractor.	
<input type="checkbox"/> L. Any other exhibits or data deemed necessary by the Planning Board to evaluate the proposed development for compliance with the Site Review Ordinance Chapter 484.	

## Section SR6 – Review Criteria

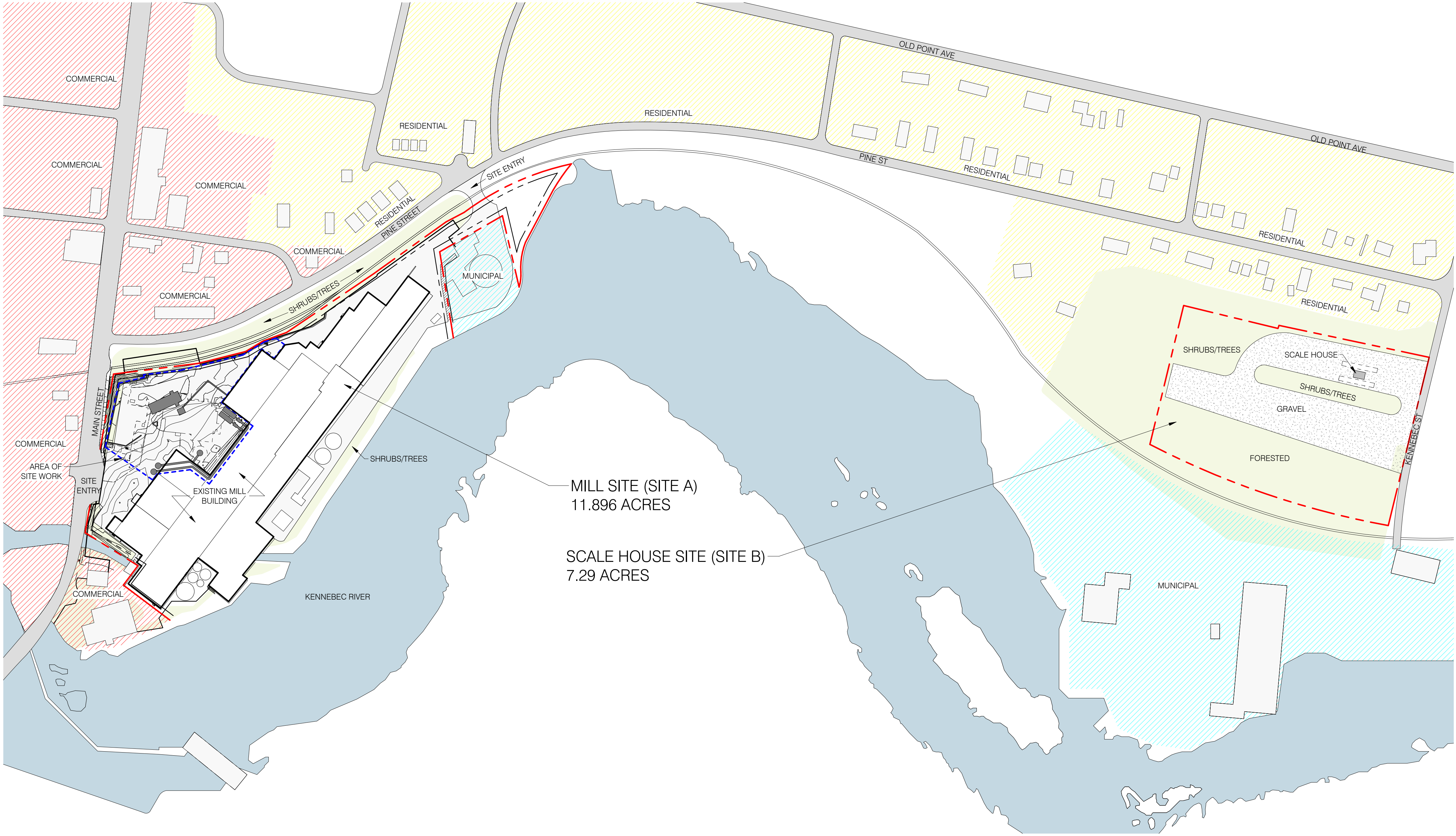
The provisions of this section are intended to assure that each of the review criteria in 30-A MRSA §4404 has been met. The Planning Board shall consider the following criteria before granting approval and shall determine that for all Subdivision applications:

Use the columns to the left to check off completed items	PB Comment
<input type="checkbox"/> A. The proposed development will not result in undue water or air pollution on and off site.	
<input type="checkbox"/> B. The proposed development has sufficient water available for the reasonably foreseeable needs of the proposed development, including, but not limited to, potable water and fire control water.	
<input type="checkbox"/> C. The proposed development will not cause an unreasonable burden on an existing water supply, including private groundwater or the Madison Water District, whichever is to be utilized.	
<input type="checkbox"/> D. The proposed development will not cause unreasonable soil erosion or reduction in the capacity of the land to hold water so that a dangerous or unhealthy condition may result both on and off site.	
<input type="checkbox"/> E. The proposed development will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highways or public roads existing or proposed both on and off site.	
<input type="checkbox"/> F. The proposed development will provide for adequate sewage disposal.	
<input type="checkbox"/> G. The proposed development will not cause an unreasonable burden on the ability of a municipality to dispose of solid waste and sewage, if municipal services are to be utilized, and has made adequate provision for such disposal.	
<input type="checkbox"/> H. The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.	
<input type="checkbox"/> I. The proposed development is in conformance with all Town of Madison ordinances, the Comprehensive Plan, development plans or land use plans.	
<input type="checkbox"/> J. The developer has adequate financial and technical capacity to meet the above-stated standards.	
<input type="checkbox"/> K. Whenever situated, in whole or in part, within 250 feet of any pond, lake or river, the proposed development will comply with Chapter <a href="#">478</a> , Shoreland Zoning, of the Code of the Town of Madison.	
<input type="checkbox"/> L. The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater both on and off site.	
<input type="checkbox"/> M. The applicant will determine, based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, whether the project is in a flood-prone area.	

## Section SR7 – General Performance Standards

Article V of the Town of Madison Site Review Ordinance provides an extensive overview of general performance standards. This checklist serves as the Planning Board's fact finding to determine that all applicable standards have been met. Please refer to the chapter and section in column one to find more detailed information on each standard.

Section	Use the boxes to the left to check off completed items	PB Comment
<input type="checkbox"/> § 484-14	Access to Lots	
<input type="checkbox"/> § 484-15	Air Emissions	
<input type="checkbox"/> § 484-16	Buffers & Screening	
<input type="checkbox"/> § 484-17	Construction Standards	
<input type="checkbox"/> § 484-18	Storage of Flammable or Explosive Materials	
<input type="checkbox"/> § 484-19	Glare	
<input type="checkbox"/> § 484-20	Landscaping	
<input type="checkbox"/> § 484-21	Groundwater Impacts	
<input type="checkbox"/> § 484-22	Sound	
<input type="checkbox"/> § 484-23	Off-Street Parking and Loading	
<input type="checkbox"/> § 484-24	Odor Control	
<input type="checkbox"/> § 484-25	Public Services	
<input type="checkbox"/> § 484-26	Sanitary Provisions	
<input type="checkbox"/> § 484-27	Signs	
<input type="checkbox"/> § 484-28	Soils	
<input type="checkbox"/> § 484-29	Soil Erosion Control	
<input type="checkbox"/> § 484-30	Storage of Materials	
<input type="checkbox"/> § 484-31	Stormwater Management	
<input type="checkbox"/> § 484-32	Street Access and Driveways	
<input type="checkbox"/> § 484-33	Water Quality Impacts	



PROPERTY LINE

SETBACK LINE

AREA OF WORK

DEMOLISHED ELEMENT

EXISTING CONTOUR

PROPOSED CONTOUR

SITE TRAFFIC/TRUCK ROUTE

LOADING/UNLOADING AREA

NEW CONSTRUCTION

VEGETATION

RESIDENTIAL USE

COMMERCIAL USE

MUNICIPAL USE

MILL SITE (SITE A)  
11.896 ACRES

SCALE HOUSE SITE (SITE B)  
7.29 ACRES

SHRUBS/TREES  
SCALE HOUSE  
SHRUBS/TREES  
GRAVEL  
FORESTED

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

RESIDENTIAL

COMMERCIAL

COMMERCIAL

COMMERCIAL

COMMERCIAL

COMMERCIAL

COMMERCIAL

AREA OF SITE WORK

SITE ENTRY

EXISTING MILL BUILDING

SHRUBS/TREES

KENNEBEC RIVER

MUNICIPAL

GO-LAB

GO Lab, LLC  
137 High Street  
PO Box 567  
Belfast, Maine  
207.338.1566

DESIGN TEAM:

OPAL

ARCHITECTURE / RESEARCH / DESIGN  
137 High Street Belfast, ME 04915  
1.207.338.1566 www.opalarch.us  
CONSULTANTS  
Stantec Consulting Ltd  
845 Prospect Street  
Frederickton, NB  
506.452.7000  
Thomas Fowler, PE, LLC  
28 Spring Street  
PO Box 117  
Belfast, ME  
207.322.5827

PROJECT NAME  
**GO Lab -  
Madison  
Factory**

PROJECT NO **18-32**  
PROJECT ADDRESS  
**1 Main St, Madison, ME  
04950**

REVISIONS:  
DATE & DESCRIPTION:

PAST ISSUES:  
DATE & DESCRIPTION:

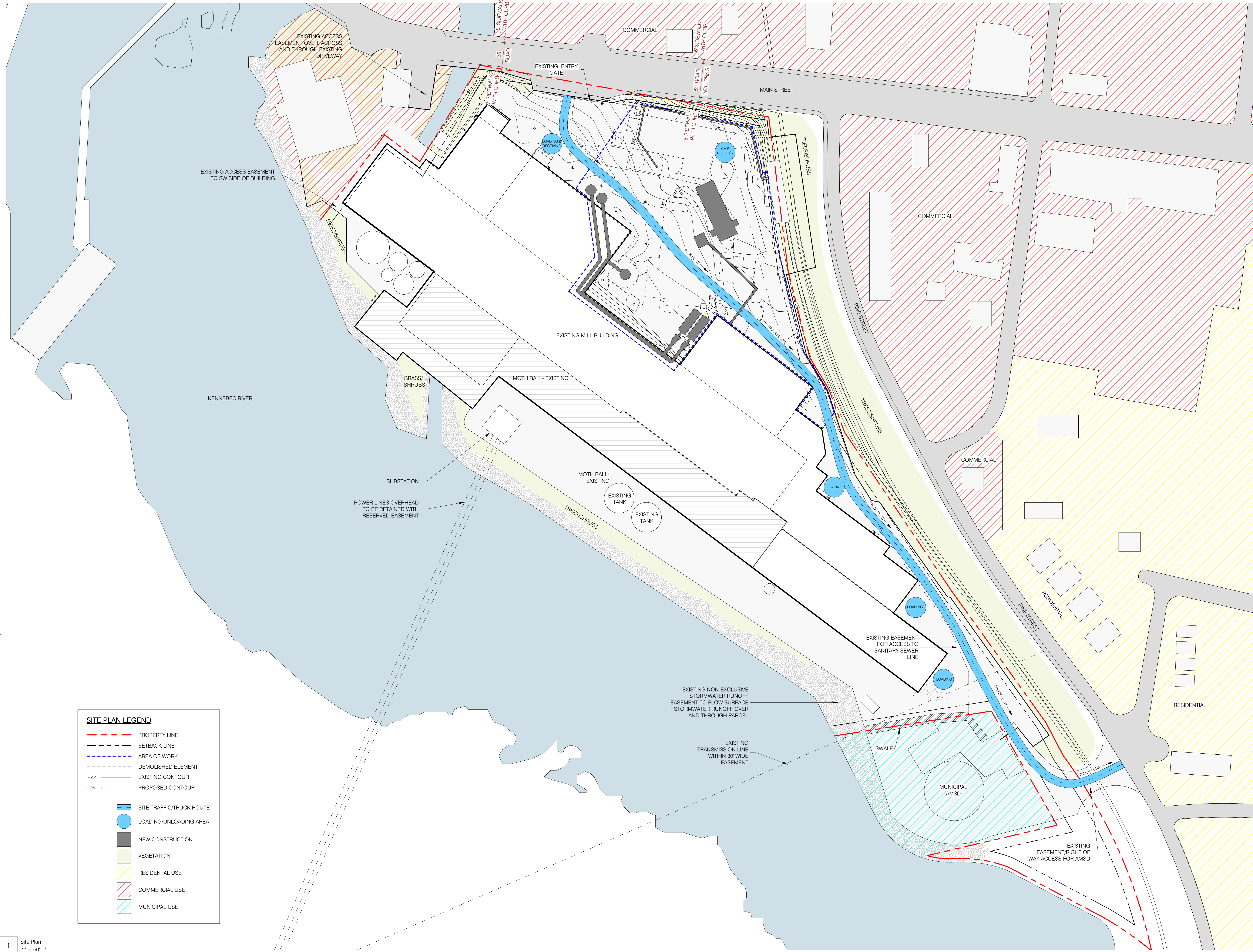
SIGNATURE OF APPROVAL:

CURRENT ISSUE:  
**3/24/20** Town of Madison  
Permit

SHEET NO. AND NAME:  
Overall Site Plan

**A1.0**

1 Overall Site Plan  
1" = 160'-0"



SITE PLAN LEGEND

- PROPERTY LINE
- SETBACK LINE
- AREA OF WORK
- DEMOLISHED ELEMENT
- EXISTING CONTOUR
- PROPOSED CONTOUR
- SITE TRAFFIC/TRUCK ROUTE
- LOADING/UNLOADING AREA
- NEW CONSTRUCTION
- VEGETATION
- RESIDENTIAL USE
- COMMERCIAL USE
- MUNICIPAL USE

APPLICANT:



G-OLAB

GO Lab, LLC  
137 High Street  
PO Box 567  
Belfast, Maine  
207.338.1566

DESIGN TEAM:

OP/L

ARCHITECTURE / RESEARCH / DESIGN  
1.207.338.1566 www.oplab.us

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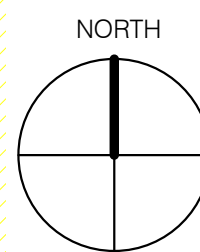
CURRENT ISSUE:

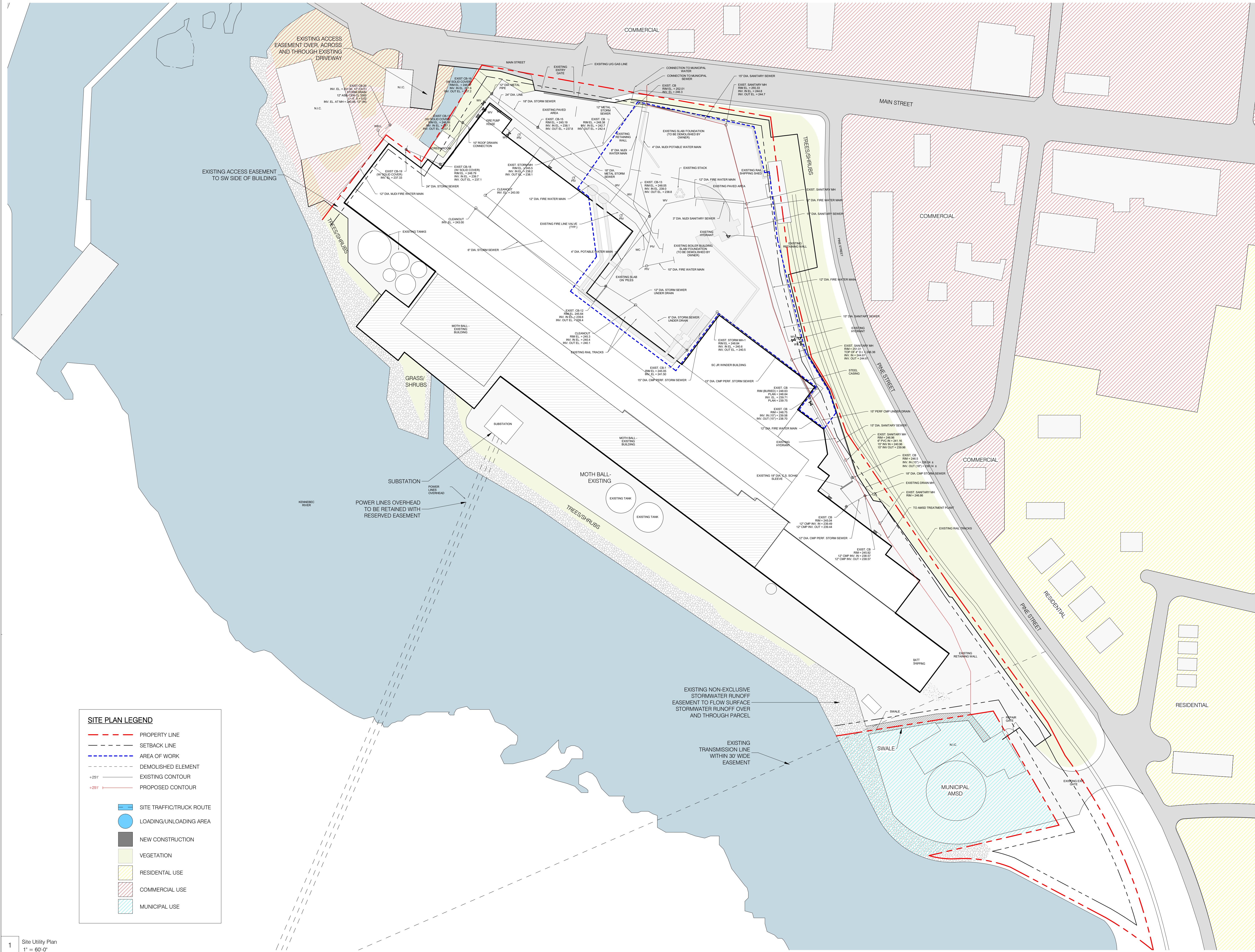
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Permit

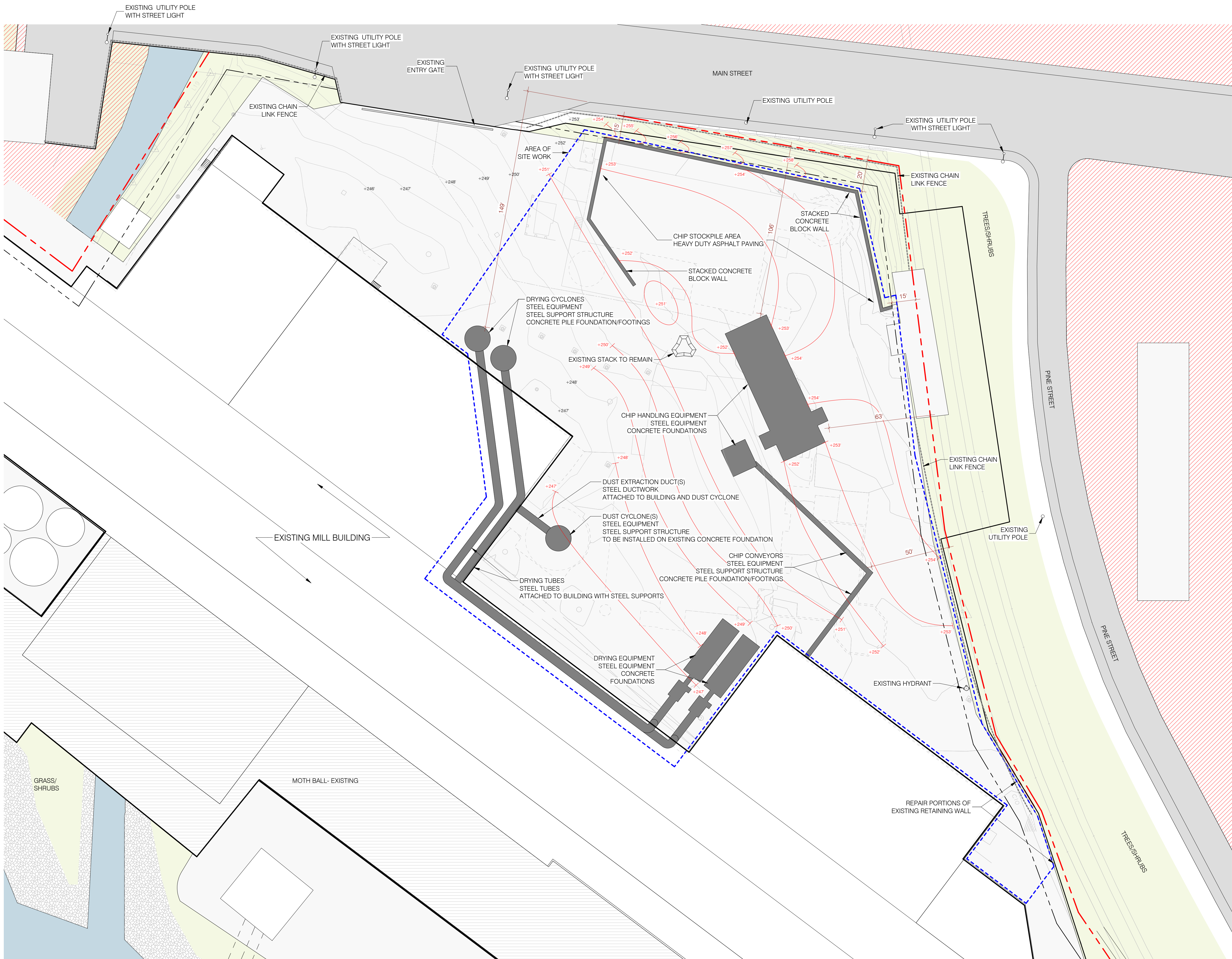
SHEET NO. AND NAME:

Site Plan - Including  
Traffic Flow & Easements

A1.1







SITE PLAN LEGEND	
<span style="color: red;">---</span>	PROPERTY LINE
<span style="color: black;">---</span>	SETBACK LINE
<span style="color: blue;">---</span>	AREA OF WORK
<span style="color: gray;">---</span>	DEMOLISHED ELEMENT
<span style="color: gray;">+251</span>	EXISTING CONTOUR
<span style="color: red;">+251</span>	PROPOSED CONTOUR
<span style="color: blue;">---</span>	SITE TRAFFIC/TRUCK ROUTE
<span style="color: blue;">●</span>	LOADING/UNLOADING AREA
<span style="color: gray;">■</span>	NEW CONSTRUCTION
<span style="color: green;">■</span>	VEGETATION
<span style="color: yellow;">■</span>	RESIDENTIAL USE
<span style="color: red;">■</span>	COMMERCIAL USE
<span style="color: blue;">■</span>	MUNICIPAL USE

APPLICANT:



**GO LAB**

GO Lab, LLC  
137 High Street  
PO Box 567  
Belfast, Maine  
207.338.1566

DESIGN TEAM:

**OP/L**

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REVISIONS:

DATE & DESCRIPTION:

PAST ISSUES:

DATE & DESCRIPTION:

SIGNATURE OF APPROVAL:

CURRENT ISSUE:

**3/24/20** Town of Madison  
Permit

SHEET NO. AND NAME:

**Enlarged Site Plan & Site  
Grading**

**A1.3**



March 13, 2020

**GO Lab Equipment Infrastructure Project  
Additional Information**

**Section SR2: Abutting Landowners:**

Map 19-103	Town of Madison PO Box 190 Madison, ME 04950
Map 19-100	Town of Madison PO Box 190 Madison, ME 04950
Map 19-109	Emmons Pinkham 17 Rosswood Green Lane Unit 10 Oakland, ME 04963
Map 19-108	Daniel Brown PO Box 11 North Anson, ME 04958
Map 19-110-1	Franklin-Somerset Federal Credit Union 26 Leavitt Street Skowhegan, ME 04976
Map 19-110	Maine Central Railroad c/o Guilford Rail Systems Iron Horse Park-High Street North Bellerica, MA 01862
Map 19-176	Maine Central Railroad c/o Guilford Rail Systems Iron Horse Park-High Street North Bellerica, MA 01862
Map 19-102	Philip Curtis 93 Blackwell Hill Road Madison, ME 04950
Map 19-93	Anson/Madison Water District 15 South Maple Street Madison, ME 04950

Map 19-104      Eagle Creek Renewable Energy LLC  
                         PO Box 167  
                         Neshkoro, WI 54960

Map 19-105      Anson/Madison Sanitary District  
                         52 Main Street #1  
                         Madison, ME 04950

**Section SR5: Supporting Documents**

- A. A circulation plan noting all pedestrian and vehicle traffic flow, both within the development and in terms of ingress and egress impact on surrounding road systems:
  - a. Chip trucks will enter Main Street and exit at Pine Street. Trucks to ship insulation board and Insulation batt will enter Main Street and exit on Pine Street. Trucks to ship loose-fill insulation will enter Main Street and exit Main Street. Delivery trucks for necessary parts and materials will enter main gate and exit on either Pine Street or Main Street
  - b. Existing ingress and egress will not be changed and will have significantly less traffic than when the facility was operated by UPM
  - c. Pedestrian traffic flow will not change – the existing two crosswalks and all sidewalks will remain as is
- B. The size and proposed location of water supply and sewage disposal systems on the property and provisions for future expansion or replacement of those systems:
  - a. Process water will come from the river canal
  - b. Sewage disposal will go to the sanitary district sewage treatment plant through existing infrastructure
  - c. Fire suppression water will come from river canal
  - d. Potable water will come through city water supply through the existing city water main to the facility
  - e. All systems currently exist on site and will remain unchanged
- C. A landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill and for screening: the size, location, purpose and type of vegetation:
  - a. All redevelopment is on gravel or pavement.
  - b. Along Main Street, a wall made from architectural block will be added to contain wood chips for the manufacturing process
  - c. Other landscaping will be minimal, no trees will be cut or planted at this time
- D. A storm water management plan, including location, elevation, layout of catch basins, and other surface and subsurface drainage features. If the development will create more than 10,000 square feet of new impervious surface, the storm water management plan must be designed by a registered professional engineer:
  - a. The redevelopment of the site will not create more than 10,000 square feet of impervious surface
  - b. Existing storm water catch basis system exists, and will be reutilized
  - c. Minimal grading changes will not affect the catch basin system

- d. Storm water management will fulfill Maine DEP requirements
- E. A topographical plan, at 2-foot intervals, showing existing and proposed contours and finished grade elevations
  - a. This plan is in process and will be provided before the March 24 Planning Board meeting
- F. An erosion control plan:
  - a. The redevelopment of the site will not create any new impervious ground surfaces and would not need an erosion control plan. The only areas that will be paved, will be where there are currently existing structures that are going to be removed in the demolition phase. No new ground disturbance will occur.
  - b. All new minor grade changes would flow to the existing storm water basins
- G. Plans, profiles, and cross-sections of roads, driveways, and parking areas proposed to be added to the site: Not applicable
- H. Identifications of soils with severe or very severe limitations for the type of development proposed in accordance with the USDA medium intensity soil survey for Somerset County. If soils identified by the survey as having severe or very severe limitations are to be developed, a high-intensity soil survey may be required: See USDA Soil Survey map previously provided
- I. Locations of any critical area of natural or cultural resources, including but not limited to area of potential archaeological significance, wetlands, vernal pools, critical wildlife habitat, floodplains, and the location of any sand and gravel aquifers. If any of these areas will be affected by the development, a plan to mitigate or manage impacts to the resource shall be supplied: Refer to floodplain map previously provided. Remainder of items are not applicable
- J. Design drawing of any signs or other display features of the development: None designed at this time, but company will seek Town approval as applicable, when signage is designed
- K. Construction schedule, costs and performance guarantee arrangement, along with appropriate statements of proof of financial capability and a statement of relationship between developer, design consultant and project contractor:
  - a. Construction schedule: currently this is being revised and will be provided prior to construction commencing
  - b. Cost and performance guarantee: The cost and performance guarantee will be provided to the Town of Madison prior to the start of the redevelopment project
  - c. Statements of proof of financial capability: GO Lab does not currently have this documentation, it is in process and is anticipated by the end of April. This will be provided to the township prior to the start of the project. We have a conditional offer of \$20.7 m of New Market Tax Credit financing from MHIC and \$15 m of equipment financing from Key Bank. We have two additional grant opportunities that will provide \$1.1m toward the project. We have the financing to proceed with the project, but it is conditioned on receiving the permits.
  - d. GO Lab has hired Stantec, a professional Engineering firm, to perform the project engineering
  - e. GO Lab has been interviewing general contractors and construction firms but has not contracted with a company to date. This is in process and will be conveyed to the Township once in place
- L. Any other exhibits or data deemed necessary by the Planning Board to Evaluate the proposed development for compliance with Site Review Ordinance Chapter 484:

- a. Noise: GO Lab does not expect any noise concerns at the property boundaries. Noise implications are being considered during the design phase in regard to location and orientation of equipment
- b. Dust: GO Lab is considering potential dust issues during the design phase of the project. For example:
  - o Eliminating the use of a truck dump that inherently creates dust and utilizing “live bottom” trucks for chip unloading
  - o Creating a perimeter retaining wall constructed of architectural block to contain the chips on site

TRANSFER TAX PAID

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

KNOW ALL BY THESE PRESENTS, that **SOMERSET ACQUISITIONS LLC**, a Maine limited liability company ("Grantor"), for consideration paid, grants to **GL REAL ESTATE HOLDINGS, LLC**, a Delaware limited liability company, with a mailing address of 137 High Street, Belfast, ME 04915 ("Grantee"), with quitclaim covenant, certain real property located on the southerly side of Main Street and east of the Kennebec River in the Town of Madison, Somerset County, Maine, being more particularly described in Exhibit A (the "Property") attached hereto and made a part hereof.


*[Signature Page Follows]*

The said SOMERSET ACQUISITIONS LLC has caused this instrument to be signed in its name by Gregory Schain, duly authorized, this 13 day of Aug, 2019.

WITNESS:

SOMERSET ACQUISITIONS LLC,  
a Maine limited liability company

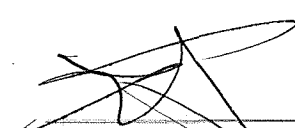


By:   
Name: Gregory Schain  
Its: Manager

STATE OF NEW YORK  
COUNTY OF NEW YORK

)  
) ss.:

On the 13 day of Aug in the year 2019 before me, the undersigned personally appeared Gregory Schain personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Signature and Office of individual  
taking acknowledgment

KENNETH GLIEDMAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02GL6028916  
Qualified In New York County  
My Commission Expires 10-11-2021

**EXHIBIT A****Main Street Fee Parcel**

A certain lot or parcel of land, with certain buildings and improvements thereon located on the South side of Main Street, East of the Kennebec River and westerly of the Maine Central Railroad in the Town of Madison, County of Somerset, State of Maine, depicted on plan entitled "ALTA/NSPS Land Title Survey, Project UPM-Main Mill Site, Main Street, Madison, Maine" prepared by Stephen W. Gould, Maine PLS 2318, dated October 26, 2016 (the "Survey Plan"), and bounded and described as follows:

Beginning on the southerly sideline of Main Street, so-called, on an unmonumented point located on the northwesterly line of land of Maine Central Railroad, reference is to be made to plan entitled "Right of Way and Track Map Maine Central R.R. Operated by the Maine Central Railroad Company Station 1047+00 to Station 1099+ 80", Sheet V7/21, dated June 30, 1916, unrecorded and to deed from Benj. P.J. Weston to The Somerset Railway Corporation dated February 9, 1884 and recorded in the Somerset County Registry of Deeds in Book 183, Page 547;

Thence, southerly along the westerly sideline of Maine Central Railroad on the following courses and distances:

S 09°-59'-58" E eighty and seventy-one hundredths (80.71) feet;

N 86°-57'-15" W seven and sixty-seven hundredths (7.67) feet;

S 07°-59'-51" E eighty-nine and twenty-four hundredths (89.24) feet to a point of curve marked by a ¾" iron rebar with survey cap #1170 found;

Curve to the left (counterclockwise) having an arc length of one hundred twenty-two and zero hundredths (122.00) feet, radius of one thousand one hundred seventy and forty-six hundredths (1170.46) feet to an unmonumented point of compound curve;

Curve to the left (counterclockwise) having an arc length of two hundred nineteen and eighty-nine hundredths (219.89) feet, radius of one thousand one hundred forty-three and one hundredths (1143.01) feet to a point of tangency marked by a ¾" iron rebar with survey cap #1170 found;

N 79°-04'-24" E ten and thirty hundredths (10.30) feet;

Curve to the left (counterclockwise) having an arc length of two hundred ninety-four and fourteen hundredths (294.14) feet, radius of one thousand one hundred sixty and seventy-one hundredths (1160.71) feet to an unmonumented point;

S 39°-22'-21" E one hundred twelve and ninety-one hundredths (112.91) feet to a point of curve marked by a ¾" iron rebar with survey cap #1170 found;

Curve to the left (counterclockwise) having an arc length of two hundred thirty-three and sixty-eight hundredths (233.68) feet, radius of one thousand one hundred thirty-one and twenty-three hundredths (1131.23) feet to a point marked by a  $\frac{3}{4}$ " iron rebar with survey cap #1170 found;

N 55°-51'-56" W seventy-seven and fourteen hundredths (77.14) feet to a point of curve marked by a  $\frac{3}{4}$ " iron rebar with survey cap #1170 found;

Curve to the left (counterclockwise) having an arc length of three hundred fifteen and twenty-eight hundredths (315.28) feet, radius of one thousand ninety-six and seventy-three hundredths (1096.73) feet to an unmonumented point located at the center of Jones Brook at the easterly highwater mark of the Kennebec River;

Thence, northerly on a course of N 22°-24'-41" W to an unmonumented point located at the southerly wall of the retaining wall on the north edge of Jones Brook a distance of forty and thirty-nine hundredths (40.39) feet to an unmonumented point located one and zero tenths (1.0) feet northeasterly of and perpendicular to the FERC Boundary of 222.65 feet, an elevation having a datum of NGVD29;

Thence, in general northwesterly direction an approximate distance of three hundred forty three and sixty-two hundredths (343.62) feet along a line which is located one and zero tenths (1.0) feet northeasterly of and perpendicular to and parallel with the FERC Boundary of 222.65 feet, an elevation having a datum of NGVD29, to an unmonumented point identified on the Survey Plan as Point B (in a circle);

Thence, easterly on a course of N 74°-20'-18" E a distance of one hundred eighty-two and twenty-two hundredths (182.22) feet to an unmonumented point;

Thence, northerly on a course of N 23°-41'-33" W a distance of seventy-eight and fifty-eight hundredths (78.58) feet to an unmonumented point;

Thence, northerly on a course of N 28°-48'-00" W a distance of sixty-four and one hundredth (64.01) feet to an unmonumented point;

Thence, northerly on a course of N 52°-10'-24" W a distance of thirty-seven and seventeen hundredths (37.17) feet to an unmonumented point;

Thence, westerly on a course of S 85°-08'-32" W a distance of seventy and thirty hundredths (70.30) feet to an unmonumented point;

Thence, westerly on a course of S 78°-18'-04" W along the northerly line of land of Anson-Madison Sanitary District a distance of one hundred thirty-nine and twenty-nine hundredths (139.29) feet to an unmonumented point located one and zero tenths (1.0) feet northeasterly of and perpendicular to the FERC Boundary of 223.65 feet, an elevation having a datum of NGVD29 and identified on the Survey Plan as Point D (in a circle);

Thence, northwesterly an approximate distance of eight hundred forty-nine and ninety hundredths (849.90) feet along a line that is located one and zero tenths (1.0) feet northeasterly of and perpendicular to and parallel with the FERC Boundary of 223.65 feet, an elevation having a datum of NGVD29, having a tie-line distance of seven hundred ninety-eight and seven hundredths (798.07) feet on a course of N 47°-59'-31" W to an unmonumented point located on the southwesterly outside edge of the Main Mill Building at the "Filter Room", identified on the Survey Plan as Point E (in a circle);

Thence, northwesterly along the southwesterly outside edge of the Main Mill Building on the following courses and distances:

N 52°-35'-06" W thirty-nine and twenty-six hundredths (39.26) feet;

S 37°-24'-54" W one and thirty-two hundredths (1.32) feet;

N 52°-35'-06" W twenty-eight and seventy-three hundredths (28.73) feet;

S 37°-24'-54" W fifteen and eighty-five hundredths (15.85) feet;

N 52°-35'-06" W ninety-four and eighty-four hundredths (94.84) feet;

N 37°-24'-54" E eight and twenty hundredths (8.20) feet to an unmonumented point which is located one and zero tenths (1.0) feet easterly of and perpendicular to and parallel with the FERC Boundary of 223.5 feet, an elevation having a datum of NGVD29;

Thence, northerly an approximate distance of one hundred ninety-nine and thirty-six hundredths (199.36) feet along a line which is located one and zero tenths (1.0) feet easterly of and perpendicular to and parallel with the FERC Boundary of 223.65 feet, an elevation having a datum of NGVD29, having a tie-line distance of one hundred eighty-four and seventy hundredths (184.70) feet on a course of N 10°-39'-16" W to an unmonumented point located on the southerly edge of concrete retaining wall;

Thence, northwesterly on a course of N 53°-18'-34" W along the southwesterly edge of the concrete retaining wall a distance of one and ninety-four hundredths (1.94) feet to center of canal;

Thence, northeasterly on a course of N 39°-41'-26" E continuing through land of Madison Paper Industries a distance of one hundred twenty-nine and seventy-two hundredths (129.72) feet to a point marked by a ¾" iron rebar set;

Thence, southeasterly on a course of S 52°-35'-06" E continuing through land of Madison Paper Industries a distance of seventy and forty-four hundredths (70.44) feet to a point marked by a ¾" iron rebar set;

Thence, northeasterly on a course of N 32°-34'-24" E continuing through land of Madison Paper Industries a distance of fifteen and ninety-three hundredths (15.93) feet to an unmonumented point at the southeasterly side of the canal;

Thence, continuing northeasterly on a course of N 58°-02'-17" E continuing through land of Madison Paper Industries along the southeasterly edge of the canal a distance of five and eighty-six hundredths (5.86) feet to the southwesterly corner of a building;

Thence, continuing northeasterly on a course of N 28°-21'-36" E along the southeasterly side of the canal, being along the northwesterly side of the building a distance of sixteen and forty hundredths (16.40) feet to the northwesterly corner of a building;

Thence, northeasterly along the southeasterly face of the wall creating the southeasterly edge of the canal on the following courses and distances: N 23°-36'-02" E, eight and forty-two hundredths (8.42) feet;

N 34°-27'-27" E, twenty-four and thirty-nine hundredths (24.39) feet;

N 34°-32'-09" E, twenty-four and eighty-eight hundredths (24.88) feet;

N 36°-38'-05" E, thirty-four and thirteen hundredths (34.13) feet;

N 35°-47'-45" E, twenty-four and twenty-five hundredths (24.25) feet to an unmonumented point located on the southerly sideline of Main Street;

Thence, easterly on a course of S 83°-12'-22" E along the southerly sideline of Main Street a distance of four hundred twenty-five and fifteen hundredths (425.15) feet to the point and place of beginning. Containing 11.896 acres.

Bearings are referenced to Grid North.

All monumentation noted as ¾" iron rebar set are topped with a red plastic cap inscribed S.W. Gould PLS 2318.

The above-described Main Street Fee Parcel is conveyed TOGETHER WITH the appurtenant easements, and the terms and conditions thereof, as set forth in that certain deed of Madison Paper Industries to Somerset Acquisitions LLC, dated December 29, 2016 and recorded in the Somerset County Registry of Deeds in Book 5113, Page 283.

The above-described Main Street Fee Parcel is conveyed SUBJECT TO the reservations and easements, and the terms and conditions thereof, to the extent still applicable, as set forth in that certain deed of Madison Paper Industries to Somerset Acquisitions LLC, dated December 29, 2016 and recorded in the Somerset County Registry of Deeds in Book 5113, Page 283.

**Assignment of Rights in Agreements with Maine Central Rail Road:** To the extent allowed, Somerset Acquisitions, LLC hereby assigns all right, title and interest, if any, without covenant in and to:

- a. Private Crossing Agreement between Maine Central Railroad Company and Madison Paper Industries, dated March 5, 1980, unrecorded, Contract #R00M277.
- b. License for Pipes, Conduits, Drains, Hopper Pits and Other Structures between Maine Central Railroad Company and Madison Paper Corporation dated August 1, 1979, which affects various water, steam and oil pipes and paper slush lines under and over tracks of said railroad company, shown on the survey recorded in Plan File #8D-80-052, Contract #10089.
- c. Power and Communication Lines between Maine Central Railroad Company and Madison Paper Corporation dated August 1, 1979, Contract #R009863.
- d. Master Fence and Gate Agreement between Maine Central Railroad Company and Madison Paper Corporation dated July 1, 1980, Contract #R009864.

Being the premises described in the deed from Madison Paper Industries to Somerset Acquisitions LLC dated December 29, 2016 and recorded in Somerset County Registry of Deeds in Book 5113, Page 283.

**Scale House Parcel**

A certain lot or parcel of land, with buildings and improvements located thereon, situated westerly of Pine Street in the Town of Madison, County of Somerset and State of Maine, bounded and described as follows, to wit:

Beginning at the southwesterly corner of property now or formerly owned by Earl G. Nelson III and Shirline C. Nelson described in deed recorded in the Somerset County Registry of Deeds in Book 2413, Page 100 at the northeasterly corner of the discontinued portion of Kennebec Street as shown on Plan of House Lots laid out by Snow and Humphries Engineers, dated on or about March 26, 1903 and recorded in said Registry of Deeds in Plan Book 3, Page 17 and rerecorded in Plan Book 5, Page 17;

Thence, westerly on a course of N 77°-23'-28" W a distance of four hundred thirty-one and fifty-two hundredths (431.52) feet along the northerly line of said discontinued portion of Kennebec Street to land of Maine Central Railroad Company described in deed dated November 24, 1869 and recorded in said Registry of Deeds in Book 126, Page 472;

Thence, northeasterly along land of said Maine Central Railroad Company and other land of Maine Central Railroad Company described in deed dated March 23, 1912 and recorded in Book 312, Page 117 to a point;

Thence, northeasterly continuing on a course of N 39°-12'-44" E a distance of one hundred and twenty-six and sixty-one hundredths (126.61) feet along land of said Maine Central Railroad Company to an unmonumented point lying N 77°-26'-07" W from the southwesterly corner of land conveyed to Albino Cardozo by a deed dated February 20, 2016 recorded in the Somerset County Registry of Deeds in Book 5001, Page 269;

Thence, easterly on a course of S 77°-26'-07" E a distance of two hundred and seventy-six and one-tenth (276.10) feet to a point marked by an iron rod found at the southwesterly corner of land of said Cardoza;

Thence, easterly on a course of S 77°-26'-07" E a distance of one hundred and thirty-two and sixty-four hundredths (132.64) feet along the southerly line of land of said Cardoza to Pine Street and a point marked by an iron rod found;

Thence, southerly on a course of S 12°-46'-31" W a distance of twelve and five hundredths (12.05) feet on along Pine Street to a point marked by an iron rod found at the northeasterly corner of land conveyed to Antonio P. Bearor and Therese E. Bearor by deed dated October 24, 2008 and recorded in said Registry of Deeds in Book 4067, Page 247;

Thence, westerly on a course of N 77°-25'-05" W a distance of one hundred and thirty-two and eight-tenths (132.80) feet along the northerly line of land now or formerly of said Bearor to a point marked by an iron rod found at the northwesterly corner of land now or formerly of said Bearor;

Thence, southerly on a course S 12°-36'-32" W a distance of eight hundred-three and sixty-five hundredths (803.65) feet along the westerly line of said land now or formerly of said Bearor, land conveyed to Warren P. Murphy and Nancy D. Murphy by a deed dated August 12, 1983 and recorded in the Somerset County Registry of Deeds in Book 1097, Page 326, land conveyed to Cynthia M. Atwood and Wayne A. Coro by a deed dated June 23, 2004 and recorded in the Somerset County Registry of Deeds in Book 3332, Page 147, land conveyed to Albert F. Coro and Nicole L. Coro by a deed dated April 12, 1972 and recorded in the Somerset County Registry of Deeds in Book 815, Page 460, land conveyed to James J. Byron and Beverly J. Byron by a deed dated March 2, 1959 and recorded in the Somerset County Registry of Deeds in Book 598, Page 287, land conveyed to Thomas J. Smith by a deed dated July 22, 1988 and recorded in the Somerset County Registry of Deeds in Book 1447, Page 196, land conveyed to Lloyd W. Dyer and Brenda L. Dyer by a deed dated October 12, 1994 and recorded in the Somerset County Registry of Deeds in Book 2050, Page 082, and land of said Nelson to the point and place of beginning. Containing 7.29 acres of land, more or less. Bearings are based on a GPS Observation of GRID NORTH.

Bearings are based on a GPS Observation of GRID NORTH.

No interest in the fee of the discontinued portion of Kennebec Street is conveyed with this land.

TOGETHER WITH a non-exclusive easement in common with others for ingress and egress over, across and through the discontinued portion of Kennebec Street in Madison for the purpose of providing access to Grantee and its employees, agents, contractors and invitees for ingress and egress on foot and in vehicles and for any utility services available now or in the future.

The discontinued portion of Kennebec Street is described as commencing at a line that is the extension southerly of the westerly boundary of property now or formerly owned by Earl G. Nelson III and Shirline C. Nelson described in deed recorded in the Somerset County Registry of Deeds in Book 2413, Page 100 and continuing westerly to the westerly terminus of Kennebec Street as shown on Plan of House Lots laid out by Snow and Humphries Engineers, dated on or about March 26, 1903 and recorded in said Registry of Deeds in Plan Book 3, Page 17 and rerecorded in Plan Book 5, Page 17.

The above described Scale House Parcel is conveyed SUBJECT TO those certain reservations and easements, and the terms and conditions thereof, to the extent applicable, as set forth in that certain deed of Madison Paper Industries to Somerset Acquisitions, LLC, dated February 17, 2017 and recorded in the Somerset County Registry of Deeds in Book 5131, Page 250.

Being the premises described in the deed from Madison Paper Industries to Somerset Acquisitions LLC dated February 17, 2017 and recorded in Kennebec County Registry of Deeds in Book 5131, Page 250.

# OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:  
BIGELOW TITLE COMPANY, LLC  
MERRILL'S WHARF  
254 COMMERCIAL STREET  
PORTLAND, ME 04101  
PHONE: (207) 791-1100



Policy Number **OX-12889436** File Number: **BTC5867/TF7703**

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

\_\_\_\_\_  
Authorized Officer or Licensed Agent

By

*C Monroe*

President

Attest

*David Wald*

Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or  
(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;  
(c) resulting in no loss or damage to the Insured Claimant;  
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or  
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



**ALTA Owner's Policy 2006  
SCHEDULE A**

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

**File No.: BTC5867/TF7703**

**Policy No.: OX-12889436**

Address Reference: Main Street, Pine and Kennebec Streets, Madison, Maine

Amount of Insurance: \$1,900,000.00

Date of Policy: November 13, 2019 at 1:45 p.m.

1. Name of Insured:

GL Real Estate Holdings, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

GL Real Estate Holdings, LLC by virtue of a deed from Somerset Acquisitions LLC dated August 13, 2019 and recorded in Somerset County Registry of Deeds in Book 5451, Page 270.

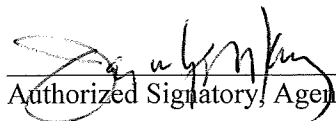
4. The Land referred to in this policy is described as follows:

All that certain land known as Main Mill Site situated at Main Street, and the Scale House Parcel situated at Pine and Kennebec Streets, Madison, Somerset County, State of Maine, all more particularly described in Exhibit A attached hereto and made a part hereof.

Old Republic National Title Insurance Company

Countersigned:

**BIGELOW TITLE COMPANY LLC**

  
Authorized Signatory, Agent #A18063ME



## SCHEDULE B

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

File No.: BTC5867/TF7703

Policy No.: OX-12889436

**Note: As used herein, recorded shall mean “recorded in the Somerset County Registry of Deeds.”**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession.
2. Any easements or claims of easements not shown by the public records, encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey and personal inspection of the Land.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Real estate taxes and assessments, if any, that are not yet due and payable and for subsequent years.
5. Title to and rights of the public and others entitled thereto in and to any portion of the insured premises located within the bounds of adjacent streets, roads and ways.
6. This policy does not insure the accuracy of any statements of area, including acreage representations, appearing in the insured description.

Main Mill Site:

7. Rights of others in and to the use of appurtenant easements insured herein and terms and conditions relative to the use thereof.
8. Such state of facts as is depicted on the survey entitled “Plan of Property in Madison & Anson, Maine, Made for Madison Paper Corporation by H.I. & E.C. Jordan Surveyors” dated April 1, 1980 and recorded in said Registry of Deeds in Plan File D-80, Pages 52 and 53.
9. Rights and easements granted to Anson-Madison Sanitary District in a deed from Kennebec River Pulp & Paper Co., Inc. dated March 5, 1971 and recorded in said Registry of Deeds in Book 803, Page 1047.
10. Rights and easements granted to Anson-Madison Sanitary District by Kennebec River Pulp & Paper Company, Inc., et al dated January 22, 1974, and recorded in said Registry of Deeds in Book 845, Page 423; as affected by an Agreement Regarding Easement by and between Madison



**SCHEDULE B**  
(Continued)

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

File No.: BTC5867/TF7703

Policy No.: OX-12889436

Paper Industries and Anson-Madison Sanitary District dated February 17, 2000 and recorded in said Registry of Deeds in Book 2655, Page 253 and by the plans referred to therein entitled Site Plan of Apparent Existing Boundaries for Madison Paper Industries, Kennebec Street, Anson, Somerset County, Maine, prepared by Sackett & Brake Survey, Inc., dated December 28, 1999 and recorded in said Registry of Deeds in Plan File 2000, Page 21 and the Site Plan of Apparent Existing Boundaries for Madison Paper Industries, Anson-Madison Sanitary District, Madison, Somerset County, Maine prepared by Sackett & Brake Survey, Inc., dated June 15, 1998 and recorded in said Registry of Deeds in Plan File 2000, Page 22.

11. Restrictions, covenants, rights, easements, terms and conditions set forth in the following instruments:
  - a. Private Crossing Agreement between Maine Central Railroad Company and Madison Paper Industries, dated March 5, 1980, unrecorded, Contract #R00M277.
  - b. License for Pipes, Conduits, Drains, Hopper Pits and Other Structures between Maine Central Railroad Company and Madison Paper Corporation dated August 1, 1979, which affects various water, steam and oil pipes and paper slush lines under and over tracks of said railroad company, shown on the survey recorded in Plan File #8D-80-052, Contract #10089.
  - c. Power and Communication Lines between Maine Central Railroad Company and Madison Paper Corporation dated August 1, 1979, Contract #R009863.
  - d. Master Fence and Gate Agreement between Maine Central Railroad Company and Madison Paper Corporation dated July 1, 1980, Contract #R009864.
12. Terms and conditions of State of Maine Department of Environmental Protection Order dated October 5, 1992 and recorded in said Registry of Deeds in Book 1829, Page 253.
13. Such state of facts as shown on a plan entitled Site Plan of Apparent Existing Boundaries for Madison Paper Industries, Anson-Madison Sanitary District, Madison, Somerset County, Maine prepared by Sackett & Brake Survey, Inc., dated June 15, 1998 and recorded in said Registry of Deeds in Plan File 2000, Page 22.
14. Rights, easements, covenants and reservations related to a one hundred (100) foot wide transmission line granted to Central Maine Power Company by Madison Paper Industries in an instrument dated September 8, 2000 and recorded in said Registry of Deeds in Book 2722, Page 75.



**SCHEDULE B**  
(Continued)

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

**File No.: BTC5867/TF7703**

**Policy No.: OX-12889436**

15. Such state of facts as shown on a plan entitled Land of Madison Paper Industries for Anson-Madison Sanitary District, Madison, Somerset County, Maine, prepared by G. B. Robison/Surveyors dated June 11, 1992 and recorded on April 24, 2001 in said Registry of Deeds in Plan File 2001, Page 31.
16. Terms and conditions of State of Maine Department of Environmental Department Order in the matter of Site Location of Development/ Madison Paper Industries – New Paper Machine and Related Facilities dated January 27, 1996 and recorded in said Registry of Deeds in Book 2173, Page 143.
17. Assignment, Conveyance and Bill of Sale by Madison Paper Industries to Summit Natural Gas of Maine, Inc. dated January 1, 2014 and recorded in said Registry of Deeds in Book 4751, Page 216.
18. Terms and conditions of State of Maine Department of Environmental Department Order in the matter of Site Location of Development/ Madison Paper Industries – LNG Regasification Project dated August 24, 2011 and recorded in said Registry of Deeds in Book 4436, Page 301.
19. Rights and easements related to easements granted by Madison Paper Industries to The Madison Electric Works in an instrument dated October 25, 2016, and recorded in said Registry of Deeds in Book 5092, Page 40.
20. Rights and easements reserved in deed from Madison Paper Industries to Somerset Acquisitions LLC dated December 29, 2016 and recorded in said Registry of Deeds in Book 5113, Page 283.
21. Such state of facts as depicted on plan entitled “ALTA/NSPS Land Title Survey, Project UPM-Main Mill Site, Main Street, Madison, Maine” prepared by Stephen W. Gould, Maine PLS 2318, dated October 26, 2016.
22. Terms and conditions of State of Maine Department of Environmental Protection Order in the Matter of Somerset Acquisitions LLC dated September 11, 2017 and recorded in said Registry of Deeds in Book 5204, Page 190.
23. Such state of facts as depicted on plan entitled “ALTA/NSPS Land Title Survey, Project Go - Lab - Main Mill Site, Main Street, Madison, Maine” prepared by Stephen W. Gould, Maine PLS 2318, dated May 8, 2019, as revised through July 18, 2019.



**SCHEDULE B**  
(Continued)

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

File No.: **BTC5867/TF7703**

Policy No.: **OX-12889436**

24. Mortgage and Security Agreement from GL Real Estate Holdings, LLC to Maine Rural Development Authority dated as of August 16, 2019 and recorded in said Registry of Deeds in Book 5461, Page 279; as affected by Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 16, 2019 and recorded in said Registry of Deeds in Book 5452, Page 1; as affected by Amended and Restated Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Finance Authority of Maine, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 23, 2019 and recorded in said Registry of Deeds in Book 5454, Page 94.
25. Mortgage Deed from GL Real Estate Holding, LLC to Somerset Economic Corporation dated as of August 16, 2019 and recorded in said Registry of Deeds in Book 5451, Page 318; as affected by Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 16, 2019 and recorded in said Registry of Deeds in Book 5452, Page 1; as affected by Amended and Restated Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Finance Authority of Maine, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 23, 2019 and recorded in said Registry of Deeds in Book 5454, Page 94.
26. Sixth Priority Mortgage Deed from GL Real Estate Holdings, LLC to Somerset Acquisitions LLC dated August 15, 2019 in said Registry of Deeds in Book 5451, Page 332; as affected by Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 16, 2019 and recorded in said Registry of Deeds in Book 5452, Page 1; as affected by Amended and Restated Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Finance Authority of Maine, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 23, 2019 and recorded in said Registry of Deeds in Book 5454, Page 94.
27. UCC-1 Financing Statement naming GL Real Estate Holdings LLC and Go Lab, Inc., Debtors, and Somerset Economic Development Corporation, Secured Party, recorded in said Registry of Deeds in Book 5432, Page 274.



**SCHEDULE B**  
(Continued)

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401

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28. Mortgage, Security Agreement and Financing Statement from GL Real Estate Holdings, LLC to Finance Authority of Maine dated as of August 23, 2019 and recorded in said Registry of Deeds in Book 5454, Page 76; as re-recorded in said Registry of Deeds in Book 5487, Page 1; as affected by Amended and Restated Intercreditor Agreement by and among Somerset Economic Development Corporation, Maine Rural Development Authority, Somerset Acquisitions LLC, Finance Authority of Maine, Go Lab, Inc., and GL Real Estate Holdings, LLC, dated as August 23, 2019 and recorded in said Registry of Deeds in Book 5454, Page 94.

Scale House Parcel

29. Rights of others in and to the use of appurtenant easements insured herein and terms and conditions relative to the use thereof.
30. Terms and conditions of State of Maine Department of Environmental Department Order in the matter of Site Location of Development/ Madison Paper Industries – New Paper Machine and Related Facilities dated January 22, 1996 and recorded in said Registry of Deeds in Book 2173, Page 143.
31. Rights and easements granted to Anson Madison Sanitary District dated February 15, 2017, and recorded in said Registry of Deeds in Book 5129, Page 331.
32. Rights and easements reserved in deed from Madison Paper Industries to Insured dated February 17, 2017, and recorded in said Registry of Deeds in Book 5131, Page 250.
33. Such state of facts as depicted on plan entitled, “Boundary Survey , Prepared for UPM-Madison Paper Industries, Old Point Avenue, Kennebec Street and Father Rasle Road, Madison, Somerset County, Maine” prepared by Stephen W. Gould PLS 2318 dated December 14, 2016.
34. Such state of facts as depicted on plan entitled, “Boundary Survey Prepared For The Conveyance of Land By: Somerset Acquisition, L.L.C. “*Scale House Parcel*” Location: Pine Street and Kennebec Street Madison, Somerset County, Maine” prepared by Stephen W. Gould PLS 2318 dated May 6, 2019, including, but not limited to:
- i) Apparent occupation by adjacent property owner of land in the northeast corner of premises depicted as “Bearor’s lawn”; and
  - ii) Overhead power and overhead phone lines across southwesterly corner of premises.



**SCHEDULE B**  
(Continued)

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
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Note: This Policy omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.



**EXHIBIT A**  
**Legal Description**

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
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Minneapolis, Minnesota 55401

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Policy No.: OX-12889436

**Main Street Fee Parcel**

A certain lot or parcel of land, with certain buildings and improvements thereon located on the South side of Main Street, East of the Kennebec River and westerly of the Maine Central Railroad in the Town of Madison, County of Somerset, State of Maine, depicted on plan entitled "ALTA/NSPS Land Title Survey, Project UPM-Main Mill Site, Main Street, Madison, Maine" prepared by Stephen W. Gould, Maine PLS 2318, dated October 26, 2016 (the "Survey Plan"), and bounded and described as follows:

Beginning on the southerly sideline of Main Street, so-called, on an unmonumented point located on the northwesterly line of land of Maine Central Railroad, reference is to be made to plan entitled "Right of Way and Track Map Maine Central R.R. Operated by the Maine Central Railroad Company Station 1047+00 to Station 1099+ 80", Sheet V7/21, dated June 30, 1916, unrecorded and to deed from Benj. P.J. Weston to The Somerset Railway Corporation dated February 9, 1884 and recorded in the Somerset County Registry of Deeds in Book 183, Page 547;

Thence, southerly along the westerly sideline of Maine Central Railroad on the following courses and distances:

S 09°-59'-58" E eighty and seventy-one hundredths (80.71) feet;

N 86°-57'-15" W seven and sixty-seven hundredths (7.67) feet;

S 07°-59'-51" E eighty-nine and twenty-four hundredths (89.24) feet to a point of curve marked by a ¾" iron rebar with survey cap #1170 found;

Curve to the left (counterclockwise) having an arc length of one hundred twenty-two and zero hundredths (122.00) feet, radius of one thousand one hundred seventy and forty-six hundredths (1170.46) feet to an unmonumented point of compound curve;

Curve to the left (counterclockwise) having an arc length of two hundred nineteen and eighty-nine hundredths (219.89) feet, radius of one thousand one hundred forty-three and one hundredths (1143.01) feet to a point of tangency marked by a ¾" iron rebar with survey cap #1170 found;

N 79°-04'-24" E ten and thirty hundredths (10.30) feet;

Curve to the left (counterclockwise) having an arc length of two hundred ninety-four and fourteen hundredths (294.14) feet, radius of one thousand one hundred sixty and seventy-one hundredths (1160.71) feet to an unmonumented point;



**EXHIBIT A**  
**Legal Description (Continued)**

Name and Address of Title Insurance Company:      Old Republic National Title Insurance Company  
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S 39°-22'-21" E one hundred twelve and ninety-one hundredths (112.91) feet to a point of curve marked by a ¾" iron rebar with survey cap #1170 found;

Curve to the left (counterclockwise) having an arc length of two hundred thirty-three and sixty-eight hundredths (233.68) feet, radius of one thousand one hundred thirty-one and twenty-three hundredths (1131.23) feet to a point marked by a ¾" iron rebar with survey cap #1170 found;

N 55°-51'-56" W seventy-seven and fourteen hundredths (77.14) feet to a point of curve marked by a ¾" iron rebar with survey cap #1170 found;

Curve to the left (counterclockwise) having an arc length of three hundred fifteen and twenty-eight hundredths (315.28) feet, radius of one thousand ninety-six and seventy-three hundredths (1096.73) feet to an unmonumented point located at the center of Jones Brook at the easterly highwater mark of the Kennebec River;

Thence, northerly on a course of N 22°-24'-41" W to an unmonumented point located at the southerly wall of the retaining wall on the north edge of Jones Brook a distance of forty and thirty-nine hundredths (40.39) feet to an unmonumented point located one and zero tenths (1.0) feet northeasterly of and perpendicular to the FERC Boundary of 222.65 feet, an elevation having a datum of NGVD29;

Thence, in general northwesterly direction an approximate distance of three hundred forty three and sixty-two hundredths (343.62) feet along a line which is located one and zero tenths (1.0) feet northeasterly of and perpendicular to and parallel with the FERC Boundary of 222.65 feet, an elevation having a datum of NGVD29, to an unmonumented point identified on the Survey Plan as Point B (in a circle);

Thence, easterly on a course of N 74°-20'-18" E a distance of one hundred eighty-two and twenty-two hundredths (182.22) feet to an unmonumented point;

Thence, northerly on a course of N 23°-41'-33" W a distance of seventy-eight and fifty-eight hundredths (78.58) feet to an unmonumented point;

Thence, northerly on a course of N 28°-48'-00" W a distance of sixty-four and one hundredth (64.01) feet to an unmonumented point;

Thence, northerly on a course of N 52°-10'-24" W a distance of thirty-seven and seventeen hundredths (37.17) feet to an unmonumented point;

Thence, westerly on a course of S 85°-08'-32" W a distance of seventy and thirty hundredths (70.30) feet to an unmonumented point;



**EXHIBIT A**  
**Legal Description (Continued)**

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Thence, westerly on a course of S 78°-18'-04" W along the northerly line of land of Anson-Madison Sanitary District a distance of one hundred thirty-nine and twenty-nine hundredths (139.29) feet to an unmonumented point located one and zero tenths (1.0) feet northeasterly of and perpendicular to the FERC Boundary of 223.65 feet, an elevation having a datum of NGVD29 and identified on the Survey Plan as Point D (in a circle);

Thence, northwesterly an approximate distance of eight hundred forty-nine and ninety hundredths (849.90) feet along a line that is located one and zero tenths (1.0) feet northeasterly of and perpendicular to and parallel with the FERC Boundary of 223.65 feet, an elevation having a datum of NGVD29, having a tie-line distance of seven hundred ninety-eight and seven hundredths (798.07) feet on a course of N 47°-59'-31" W to an unmonumented point located on the southwesterly outside edge of the Main Mill Building at the "Filter Room", identified on the Survey Plan as Point E (in a circle);

Thence, northwesterly along the southwesterly outside edge of the Main Mill Building on the following courses and distances:

N 52°-35'-06" W thirty-nine and twenty-six hundredths (39.26) feet;

S 37°-24'-54" W one and thirty-two hundredths (1.32) feet;

N 52°-35'-06" W twenty-eight and seventy-three hundredths (28.73) feet;

S 37°-24'-54" W fifteen and eighty-five hundredths (15.85) feet;

N 52°-35'-06" W ninety-four and eighty-four hundredths (94.84) feet;

N 37°-24'-54" E eight and twenty hundredths (8.20) feet to an unmonumented point which is located one and zero tenths (1.0) feet easterly of and perpendicular to and parallel with the FERC Boundary of 223.5 feet, an elevation having a datum of NGVD29;

Thence, northerly an approximate distance of one hundred ninety-nine and thirty-six hundredths (199.36) feet along a line which is located one and zero tenths (1.0) feet easterly of and perpendicular to and parallel with the FERC Boundary of 223.65 feet, an elevation having a datum of NGVD29, having a tie-line distance of one hundred eighty-four and seventy hundredths (184.70) feet on a course of N 10°-39'-16" W to an unmonumented point located on the southerly edge of concrete retaining wall;

Thence, northwesterly on a course of N 53°-18'-34" W along the southwesterly edge of the concrete retaining wall a distance of one and ninety-four hundredths (1.94) feet to center of canal;



**EXHIBIT A**  
**Legal Description (Continued)**

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Thence, northeasterly on a course of N 39°-41'-26" E continuing through land of Madison Paper Industries a distance of one hundred twenty-nine and seventy-two hundredths (129.72) feet to a point marked by a ¾" iron rebar set;

Thence, southeasterly on a course of S 52°-35'-06" E continuing through land of Madison Paper Industries a distance of seventy and forty-four hundredths (70.44) feet to a point marked by a ¾" iron rebar set;

Thence, northeasterly on a course of N 32°-34'-24" E continuing through land of Madison Paper Industries a distance of fifteen and ninety-three hundredths (15.93) feet to an unmonumented point at the southeasterly side of the canal;

Thence, continuing northeasterly on a course of N 58°-02'-17" E continuing through land of Madison Paper Industries along the southeasterly edge of the canal a distance of five and eighty-six hundredths (5.86) feet to the southwesterly corner of a building;

Thence, continuing northeasterly on a course of N 28°-21'-36" E along the southeasterly side of the canal, being along the northwesterly side of the building a distance of sixteen and forty hundredths (16.40) feet to the northwesterly corner of a building;

Thence, northeasterly along the southeasterly face of the wall creating the southeasterly edge of the canal on the following courses and distances: N 23°-36'-02" E, eight and forty-two hundredths (8.42) feet;

N 34°-27'-27" E, twenty-four and thirty-nine hundredths (24.39) feet;

N 34°-32'-09" E, twenty-four and eighty-eight hundredths (24.88) feet;

N 36°-38'-05" E, thirty-four and thirteen hundredths (34.13) feet;

N 35°-47'-45" E, twenty-four and twenty-five hundredths (24.25) feet to an unmonumented point located on the southerly sideline of Main Street;

Thence, easterly on a course of S 83°-12'-22" E along the southerly sideline of Main Street a distance of four hundred twenty-five and fifteen hundredths (425.15) feet to the point and place of beginning.  
Containing 11.896 acres.

Bearings are referenced to Grid North.



**EXHIBIT A**  
**Legal Description (Continued)**

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
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All monumentation noted as ¾" iron rebar set are topped with a red plastic cap inscribed S.W. Gould PLS 2318.

The above-described Main Street Fee Parcel is conveyed TOGETHER WITH the appurtenant easements, and the terms and conditions thereof, as set forth in that certain deed of Madison Paper Industries to Somerset Acquisitions LLC, dated December 29, 2016 and recorded in the Somerset County Registry of Deeds in Book 5113, Page 283.

**Scale House Fee Parcel**

A certain lot or parcel of land, with buildings and improvements located thereon, situated westerly of Pine Street in the Town of Madison, County of Somerset and State of Maine, bounded and described as follows, to wit:

Beginning at the southwesterly corner of property now or formerly owned by Earl G. Nelson III and Shirline C. Nelson described in deed recorded in the Somerset County Registry of Deeds in Book 2413, Page 100 at the northeasterly corner of the discontinued portion of Kennebec Street as shown on Plan of House Lots laid out by Snow and Humphries Engineers, dated on or about March 26, 1903 and recorded in said Registry of Deeds in Plan Book 3, Page 17 and rerecorded in Plan Book 5, Page 17;

Thence, westerly on a course of N 77°-23'-28" W a distance of four hundred thirty-one and fifty-two hundredths (431.52) feet along the northerly line of said discontinued portion of Kennebec Street to land of Maine Central Railroad Company described in deed dated November 24, 1869 and recorded in said Registry of Deeds in Book 126, Page 472;

Thence, northeasterly along land of said Maine Central Railroad Company and other land of Maine Central Railroad Company described in deed dated March 23, 1912 and recorded in Book 312, Page 117 to a point;

Thence, northeasterly continuing on a course of N 39°-12'-44" E a distance of one hundred and twenty-six and sixty-one hundredths (126.61) feet along land of said Maine Central Railroad Company to an unmonumented point lying N 77°-26'-07" W from the southwesterly corner of land conveyed to Albino Cardozo by a deed dated February 20, 2016 recorded in the Somerset County Registry of Deeds in Book 5001, Page 269;

Thence, easterly on a course of S 77°-26'-07" E a distance of two hundred and seventy-six and one-tenth (276.10) feet to a point marked by an iron rod found at the southwesterly corner of land of said Cardozo;



**EXHIBIT A**  
**Legal Description (Continued)**

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Thence, easterly on a course of S 77°-26'-07" E a distance of one hundred and thirty-two and sixty-four hundredths (132.64) feet along the southerly line of land of said Cardoza to Pine Street and a point marked by an iron rod found;

Thence, southerly on a course of S 12°-46'-31" W a distance of twelve and five hundredths (12.05) feet on along Pine Street to a point marked by an iron rod found at the northeasterly corner of land conveyed to Antonio P. Bearor and Therese E. Bearor by deed dated October 24, 2008 and recorded in said Registry of Deeds in Book 4067, Page 247;

Thence, westerly on a course of N 77°-25'-05" W a distance of one hundred and thirty- two and eight-tenths (132.80) feet along the northerly line of land now or formerly of said Bearor to a point marked by an iron rod found at the northwesterly corner of land now or formerly of said Bearor;

Thence, southerly on a course S 12°-36'-32" W a distance of eight hundred-three and sixty-five hundredths (803.65) feet along the westerly line of said land now or formerly of said Bearor, land conveyed to Warren P. Murphy and Nancy D. Murphy by a deed dated August 12, 1983 and recorded in the Somerset County Registry of Deeds in Book 1097, Page 326, land conveyed to Cynthia M. Atwood and Wayne A. Coro by a deed dated June 23, 2004 and recorded in the Somerset County Registry of Deeds in Book 3332, Page 147, land conveyed to Albert F. Coro and Nicole L. Coro by a deed dated April 12, 1972 and recorded in the Somerset County Registry of Deeds in Book 815, Page 460, land conveyed to James J. Byron and Beverly J. Byron by a deed dated March 2, 1959 and recorded in the Somerset County Registry of Deeds in Book 598, Page 287, land conveyed to Thomas J. Smith by a deed dated July 22, 1988 and recorded in the Somerset County Registry of Deeds in Book 1447, Page 196, land conveyed to Lloyd W. Dyer and Brenda L. Dyer by a deed dated October 12, 1994 and recorded in the Somerset County Registry of Deeds in Book 2050, Page 082, and land of said Nelson to the point and place of beginning. Containing 7.29 acres of land, more or less. Bearings are based on a GPS Observation of GRID NORTH.

Bearings are based on a GPS Observation of GRID NORTH.

No interest in the fee of the discontinued portion of Kennebec Street is conveyed with this land.

TOGETHER WITH a non-exclusive easement in common with others for ingress and egress over, across and through the discontinued portion of Kennebec Street in Madison for the purpose of providing access to Grantee and its employees, agents, contractors and invitees for ingress and egress on foot and in vehicles and for any utility services available now or in the future.



**EXHIBIT A**  
**Legal Description (Continued)**

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The discontinued portion of Kennebec Street is described as commencing at a line that is the extension southerly of the westerly boundary of property now or formerly owned by Earl G. Nelson III and Shirline C. Nelson described in deed recorded in the Somerset County Registry of Deeds in Book 2413, Page 100 and continuing westerly to the westerly terminus of Kennebec Street as shown on Plan of House Lots laid out by Snow and Humphries Engineers, dated on or about March 26, 1903 and recorded in said Registry of Deeds in Plan Book 3, Page 17 and rerecorded in Plan Book 5, Page 17.

# CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## CONDITIONS (con't)

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## CONDITIONS (con't)

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

Anson/Madison Water District  
15 South Maple Street  
Madison, Maine 04950

March 12, 2020

Joshua Henry  
GO-Lab  
137 High Street  
Belfast, ME 04915

Re: GO-Lab Factory (Map 19-Lot 104-A)

Dear Joshua,

In response to your request, I have reviewed the impact that the above referenced project may have on the district.

The Anson/Madison Water District serves residential and commercial customers with in the village areas. The proposed project will utilize the current access to river water for large scale commercial production.

In conclusion, it is my determination that the ability the above referenced project will not cause an undue hardship on existing available stormwater/sewer services.

Please call with any questions you may have. 207 696 4221

Regards,



Michael Corson  
Superintendent  
Anson/Madison Water District  
15 South Maple Street  
Madison, ME 04950

Somerset County Sheriff's Office  
Madison Division  
26 Weston Ave.  
Madison, Maine 04950

March 12, 2020

Joshua Henry  
GO-Lab  
137 High Street  
Belfast, ME 04915

Re: GO-Lab Factory (Map 19-Lot 104-A)

Dear Joshua,

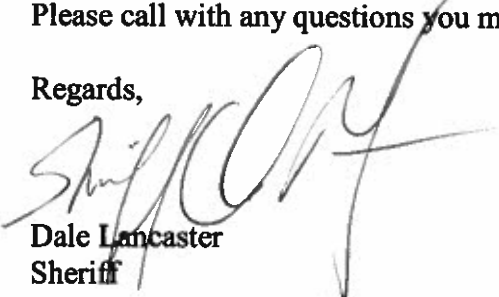
In response to your request, I have reviewed the impact that the above referenced project may have on local law enforcement services.

The Somerset County Sheriff's Office is contracted to provide policing services for the Town of Madison. Four deputies and dispatch/administrative operate out of the office at the ground floor of the municipal building at 26 Weston Ave in Madison.

In conclusion, it is my determination that the ability the above referenced project will not cause an undue hardship on existing available policing services.

Please call with any questions you may have.

Regards,



Dale Lancaster  
Sheriff  
Somerset County Sheriff's Office  
Madison Division

Highway Department  
140 Madison Ave.  
Madison, Maine 04950

March 12, 2020

Joshua Henry  
GO-Lab  
137 High Street  
Belfast, ME 04915

Re: GO-Lab Factory (MAP 19-104A)

Dear Joshua,

In response to your request, I have reviewed the impact that the above referenced project may have on highway and pedestrian safety.

The Madison Highway Department has approved the proposed driveway, which allows for the use of fire protection and emergency access. Based on the submitted information, the intended use of the building will not cause a significant traffic increase. The proposed stormwater quality and quantity control for the development provides an effective means to manage storm drainage. The location designated for snow removal will adequately prevent a burden on town resources and the proposed sign complies with Madison's Chapter § 484-27 Signs.

In conclusion, it is my determination that the proposed development will not create a negative impact on Madison's highways and roads and adequately accommodates for pedestrian safety.

Please call with any questions you may have.

Regards,



Jeff Wright  
Road Commissioner  
Madison Highway Department

Town Manger's Office  
26 Weston Ave.  
Madison, Maine 04950

March 12, 2020

Joshua Henry  
GO-Lab  
137 High Street  
Belfast, ME 04915

Re: GO-Lab Factory (map 19 LOT 104A)

Dear Joshua,

In response to your request, and in compliance with Madison's Site Review Chapter § 484-25 requirements, I have reviewed the impact that the above referenced project may have on the town's capacity to provide for collection of solid waste.

The Town of Madison does not provide municipal curb side trash pick-up, but has authorized seven licensed commercial haulers to do business in Madison and with the Waste Management Facility in Norridgewock.

I do not anticipate that this project will create an undue strain on the Town's solid waste disposal system. If you believe that a more detailed plan will be required, please submit proposed alternate arrangements for discussion and/or review.

Please feel free to contact me with any questions you may have at 207-696-3971 or [edd@madisonmaine.com](mailto:edd@madisonmaine.com).

Regards,



Tim Curtis  
Town Manager  
Town of Madison

**ANSON-MADISON SANITARY DISTRICT**

52 Main Street, Suite 1

Madison, Maine 04950

Telephone (207) 696-5211 | Fax (207) 696-5211

March 23, 2020

Joshua Henry  
GO-Lab  
137 High Street  
Belfast, ME 04915

Re: GO-Lab Factory (Map 19-Lot 104-A)

Dear Joshua,

In response to your request, I have reviewed the impact that the above referenced project may have on the Anson-Madison Sanitary District.

The Anson-Madison Sanitary District serves residential and commercial customers within the village areas. I have reviewed the proposed project with the project director for GO-Lab and determined that it will not impact the sewer infrastructure on site.

Please call with any questions you may have, (207) 696-5211.

Regards,



Dale Clark  
General Manager  
Anson-Madison Sanitary District  
52 Main Street Suite #1  
Madison, ME 04950

Fire Department  
26 Weston Ave.  
Madison, Maine 04950

March 12, 2020

Joshua Henry  
GO-Lab  
137 High Street  
Belfast, ME 04915

Re: GO-Lab Factory (Map 19-Lot 104-A)

Dear Joshua,

In response to your request, I have reviewed the impact that the above referenced project may have on local fire and medical emergency services.

The Madison Fire Department consists of two stations, (Company 1 in Madison and Company 2 in East Madison). For fire emergencies, both companies will respond to the first alarm, as well as Skowhegan, Anson and Starks Fire Departments. Upon tone out alert of second alarm, Norridgewock, Solon and Athens Fire Departments will also respond with additional manpower and tankers. The building will be equipped with a sprinkler system which will provide life safety to the occupants of the building as well as reduce damage to the property.

Redington-Fairview General Hospital EMS will respond to medical emergencies who staff two ambulances around the clock, with the capability of staffing a third if needed. The ED is staffed 24-hours a day and can respond to all types of emergencies. In addition, RFGH and LifeFlight have a helicopter landing pad that enables emergency medical personnel to more effectively care for critically ill and injured patients in the Somerset County area. Patients can quickly be transferred from RFGH to specialty centers in Maine and Boston, where they can receive the care required in advanced and traumatic illnesses and injuries.

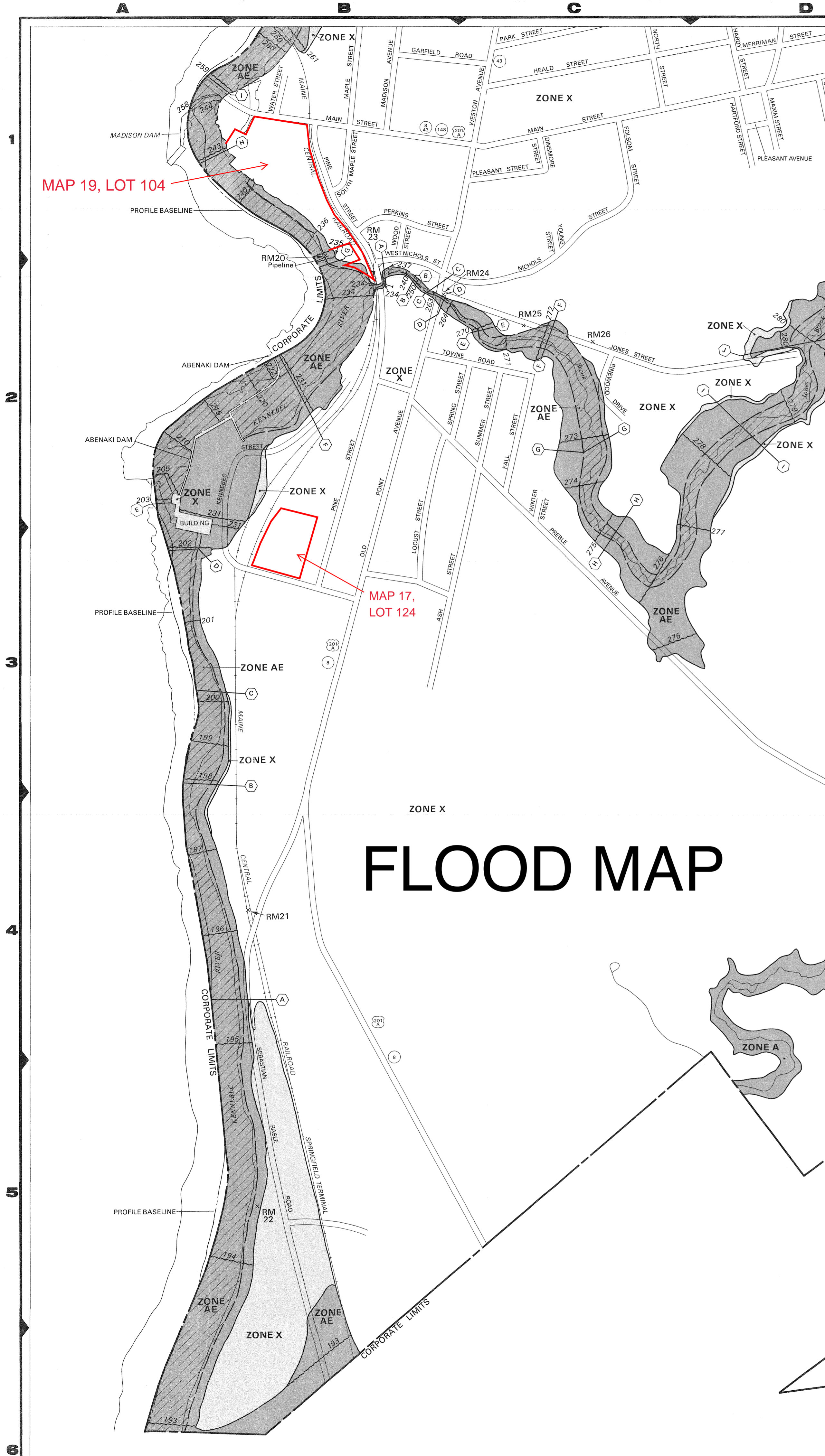
In conclusion, it is my determination that the ability to respond to a fire or medical emergency to the above referenced project will not cause an undue hardship on existing available services.

Please call with any questions you may have.

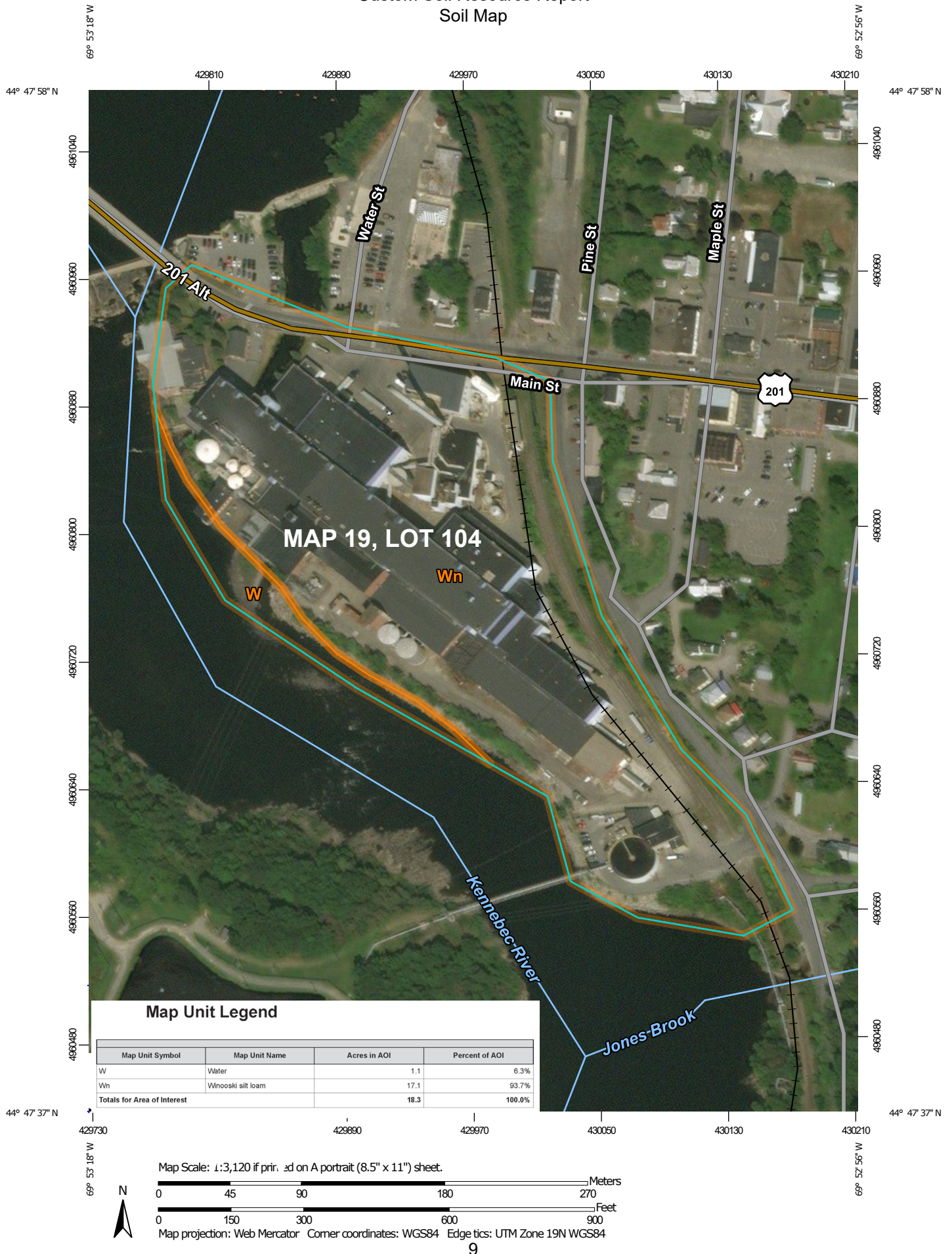
Regards,



Don French  
Fire Chief  
Madison Fire Department



# Custom Soil Resource Report Soil Map



# Custom Soil Resource Report Soil Map



## Estimate for outside equipment as proposed to Planning Board

<u>Item</u>	<u>Equipment cost</u>	<u>Installation (material and labor)</u>	
Chip yard retaining wall		75,300	
Chip yard asphalt paving		214,000	
Chip bunker foundation		233,025	
Conveyor tower foundation		54,560	
Walking floor refurbishment	50,000		
Walking floor installation		110,400	
Chip conveyor equipment	326,475	93,600	
Yard electrical services		35,300	
Green end power feed	82,000	172,500	
Dryer system 1 equipment	1,150,000	287,500	
Dryer system 2 equipment	1,150,000	287,500	
Blending chamber 1 foundation		63,000	
Blending chamber 1 foundation		63,000	
Dryer cyclone 1 foundation		87,700	
Dryer cyclone 2 foundation		87,700	
Dryer cyclone 1 structural		464,460	
Dryer cyclone 2 structural		464,460	
Dryer tube structural supports (2)		102,000	
Dryer system electrical	64,000	156,000	
<b>Total</b>	<b>2,822,475</b>	<b>3,052,005</b>	<b>5,874,480</b>