

DECLARATION OF ENVIRONMENTAL COVENANT

This DECLARATION OF ENVIRONMENTAL COVENANT (“Environmental Covenant”) is hereby declared and granted as of this 29th day of December, 2020, by **LORING DEVELOPMENT AUTHORITY OF MAINE**, an instrumentality of the State of Maine organized and existing under the laws of the State of Maine and having its principal place of business at 154 Development Drive, Suite F, Limestone, Maine 04750, Aroostook County, State of Maine (“Grantor”), to the **MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP” or “Holder”) on property located in Limestone, Maine, Aroostook County, Maine, as more fully described below.

WHEREAS, Grantor is the owner in fee simple of a certain property of approximately 918 acres in size located in **Limestone, Aroostook County**, Maine, and described in a deed recorded in the Southern Aroostook Registry of Deeds on December 22, 2004 in **Book 4066, Page 292** (“Property”);

WHEREAS, the Property is located within the former Loring Air Force Base, which the U.S. Environmental Protection Agency (“EPA”) placed on the National Priorities List, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9605, and set forth at 40 C.F.R. Part 300, Appendix B, and by publication in the Federal Register, 55 Fed. Reg. 6154 (February 21, 1990).

WHEREAS, in a Record of Decision Amendment dated March 28, 2019 (the “RODA”), the U.S. Air Force (“USAF”) and EPA, with the concurrence of the DEP, selected a remedial action for the groundwater under the Property, also known as Operable Unit 12 (OU12), which provides, in part, for land use controls to prevent human exposure to indoor air contaminant concentrations resulting from vapor intrusion within buildings in excess of remedial goal concentrations.

WHEREAS, due to recent factual changes in the use of certain buildings on the Property, minor post-RODA changes to the signed RODA were made and documented in a Memorandum for Record dated January 22, 2020.

WHEREAS, the portions of the Property restricted by this Environmental Covenant shall hereafter be referred to as the “Use Restriction Areas” and are shown on a plan entitled “Location Plan of Use Restriction Areas” prepared for Loring Development Authority in February 2020, which plan is attached hereto as Exhibit A, and was recorded as a Plan in the Southern Aroostook Registry of Deeds on July 31, 2020 in **Book of Plans, 2020-17**; additionally, the numbered buildings are depicted in Exhibit C;

WHEREAS, Grantor has agreed to activity and use restrictions on the Use Restriction Areas; and

WHEREAS, Grantor intends to create and grant an Environmental Covenant pursuant to the Uniform Environmental Covenants Act, 38 M.R.S. §§3001-3013 (“UECA”).

NOW, THEREFORE, Grantor LORING DEVELOPMENT AUTHORITY OF MAINE, for and in consideration of the facts above recited and the covenants herein contained, and intending to create and be legally bound by a perpetual covenant running with the land, subject to the terms hereof, hereby declares, covenants and agrees as follows:

1. Declaration of Environmental Covenant. This instrument is an Environmental Covenant executed pursuant to the UECA.
2. Property and Use Restriction Areas. This Environmental Covenant concerns the Use Restriction Areas as described herein.
3. Activity and Use Limitations. The following covenants, conditions and restrictions shall run with the land, and shall be binding in perpetuity on the Use Restriction Areas and the Grantor, its successors and assigns, during their respective periods of ownership:

a. Specified Buildings Restricted to an Industrial/Commercial Purpose: Future occupancy and use of specified buildings (#7500, 7501, 8260, 8264, 8622, and 8710 depicted in Exhibit C) is limited to an industrial/commercial purpose, and these buildings must not be used for residences, schools, childcare facilities, or long-term health care facilities.

b. Specified Buildings with Occupancy and Use Restrictions Based on Future Conditions:

(1) Human occupancy and use of specified high-risk buildings (#7500, 8260 and 8622 depicted in Exhibit C) is limited to a regular 40-hour per week industrial/commercial purpose and is prohibited prior to: (a) the Grantor or subsequent owner of the Use Restriction Areas notifying the USAF of proposed human occupancy and use; (b) allowing the USAF to fully evaluate the nature of the proposed occupancy and weekly duration of use in light of then current concentrations of contaminants in sub-slab vapors and/or indoor air; and if required, (c) allowing the USAF to install a sub-slab depressurization (“SSD”) or comparable engineering control (“EC”) system that may or may not need to be operated based upon the USAF completion of indoor air confirmation sampling under conditions (i.e., during heating season and sealed up) that will determine the need to operate the installed SSD or comparable EC system to preclude a completed vapor intrusion pathway.

(2) Prior to industrial/commercial occupancy and use (i.e., a regular 40-hour per week industrial/commercial purpose), the Grantor or subsequent owner of the Use Restriction Areas shall provide, or arrange for, sufficient time and the necessary access to these specified high-risk buildings for the purposes of fully evaluating the then current concentrations of contaminants in sub-slab vapors and/or indoor air, and if required, designing and installing SSD or comparable EC systems.

c. Specified Land Areas Where Future New Construction Is Limited to an Industrial/Commercial Purpose: Future use of specified land areas (Area 1, Area 2, Area 3-Parcel 1, Area 3-Parcel 2, Area 4-Parcel 1, Area 4-Parcel 2; Use Restriction Areas depicted in Exhibit A and described in Exhibit B), is limited to the construction of buildings for an

industrial/commercial purpose, and these land areas must not be used for residences, schools, childcare facilities, or long-term health care facilities.

d. Specified Land Areas with Vapor Intrusion Restrictions on Future New Construction: For certain specified land areas (Area 1, Area 3-Parcel 2, Area 4-Parcel 1; Use Restriction Areas depicted in Exhibit A and described in Exhibit B) where future construction of buildings for an industrial/commercial purpose is proposed, in order to address health risks that may be posed via indoor air contaminated by chemicals volatilizing from shallow soil gas (i.e., vapor intrusion), the Grantor or subsequent owner of the Use Restriction Areas shall either (a) notify the USAF that the property owner/builder will design and construct buildings intended for human occupancy and use within the specified land areas in a manner that will mitigate unacceptable risk under CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan (“NCP”) (e.g., through the installation of a vapor intrusion barrier or gas collection system), or (b)(1) notify and allow the USAF sufficient time to evaluate the potential for an unacceptable risk prior to the construction of any new building intended for human occupancy and use in the specified land areas, and (b)(2) include mitigation of the vapor intrusion risk in the property owner/builder’s final design and construction of the building prior to human occupancy and use, if an unacceptable risk is posed under CERCLA and the NCP. The Grantor or subsequent owner of the Use Restriction Areas shall share any USAF evaluation report with U.S. EPA and the DEP and shall coordinate its proposed mitigation plan with those same agencies.

4. Agencies and Holder. DEP, the USAF, and the U.S. Environmental Protection Agency are agencies with enforcement authority pursuant to §§ 3002 and 3011 of the UECA. DEP is the only holder of this Environmental Covenant. Neither the USAF nor EPA’s right to enforce is an interest in real property.
5. Perpetuity of Covenant. This Environmental Covenant and each and every covenant herein shall be a covenant running with the land in perpetuity and shall be binding on Grantor and any future owner of any portion of, or interest in, the Use Restriction Areas during their respective periods of ownership until amended or terminated in accordance with the UECA.
6. Representation of Ownership and Encumbrances. By its execution hereof, Grantor hereby represents that it is the sole owner of the Property and that there are no mortgages, easements or other encumbrances on the Property that would materially adversely affect the effectiveness or enforceability of this Environmental Covenant.
7. Access. In addition to any rights already possessed by DEP, EPA and the USAF, this Environmental Covenant grants to DEP, EPA and the USAF, including their authorized employees, agents, representatives and independent contractors and subcontractors, a right of access to the Use Restriction Areas, without cost and upon presentation of credentials, for the purposes of monitoring and enforcing this Environmental Covenant.

8. Notice to Tenants and Others. Grantor and all subsequent owners of the Use Restriction Areas, during the period of their respective ownership of the Use Restriction Areas, shall provide notice of this Environmental Covenant to any tenants or lessees thereof and to any other person conducting any activity on the Use Restriction Areas that is restricted by this Environmental Covenant, which notice shall be provided prior to such occupancy or activity.
9. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Use Restriction Areas or any portion thereof including but not limited to deeds, leases and mortgages, shall contain a notice that is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE SOUTHERN AROOSTOOK REGISTRY OF DEEDS ON _____, 20__, IN BOOK _____, PAGE _____, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.

10. Notice of Noncompliance. Grantor and all subsequent owners of the Use Restriction Areas, during the period of their respective ownership of the Use Restriction Areas, shall provide written notice to DEP, EPA and the USAF within ten (10) working days of discovery of any noncompliance with this Environmental Covenant.
11. Notice Pursuant to Covenant. Any notice or other communication required pursuant to this instrument shall be in writing and shall be sent by certified mail, return receipt requested, or by any commercial carrier as provides proof of delivery, addressed as follows, or to such other address as each entity may designate from time to time by written notice to the other entities:

To Grantor:

President & Chief Executive Officer
Loring Development Authority
154 Development Drive, Suite F
Limestone, ME 04750

To DEP:

Loring Program Manager
Department of Environmental Protection
Bureau of Remediation and Waste Management
17 State House Station
Augusta, Maine 04333

To EPA:

Remedial Project Manager
Former Loring AFB NPL Site
U.S. Environmental Protection Agency, Region 1 – New England
5 Post Office Square

Mail Code: Suite 100 (OSRR07-1)
Boston, MA 02109-3912


To the USAF:
Environmental Program Manager
Former Loring AFB
AFCEC/CIBE
2261 Hughes Avenue, Suite 155
JBSA Lackland, TX 78236-9853

12. Inspection and Reporting. The Grantor and any subsequent owners of the Use Restriction Areas, during the period of their respective ownership of the Use Restriction Areas, shall perform a land use control compliance certification of the Use Restriction Areas on an annual basis. The Grantor and subsequent owners of the Use Restriction Areas must provide a copy of the completed certification to the DEP, EPA and the USAF.
13. Enforcement. This Environmental Covenant shall be enforceable as authorized by 38 M.R.S. §3011 of the UECA. Any forbearance as to enforcement of any of the terms hereof shall not be deemed a waiver of the right to seek and obtain enforcement at any time thereafter as to the same violation or as to any other violations.
14. Amendment or Termination. The terms and conditions herein may not be amended or terminated except in accordance with 38 M.R.S. §3010 of the UECA. Grantor waives its right to consent to amendment or termination of this Environmental Covenant in the event that the Grantor no longer owns a Use Restriction Area.
15. Petition to Amend. Grantor or current owner of a Use Restriction Area may petition the DEP to amend (including, without limitation to, remove) some or all of the covenants, restrictions, agreements and obligations herein. The burden is upon the party seeking DEP approval of the amendment or removal of a restriction to show that the restriction is no longer necessary to protect the public health and safety and the environment. The DEP may agree to remove or amend restrictions that in the exercise of its sole discretion, the DEP determines to be no longer necessary to protect the public health and safety and the environment. Any such amendment or termination of the Environmental Covenant must comply with the UECA and the provisions of this Environmental Covenant. Note: Amendment or termination of the Environmental Covenant does not amend or terminate any restrictions or covenants present in the Property deeds.
16. Administrative Record. The environmental response project described in this Environmental Covenant is based on the USAF's administrative record for the former Loring Air Force Base, which has been developed in accordance with 42 U.S.C. §9613(k); it is available for review at <https://ar.afcec-cloud.af.mil/>. The DEP administrative record for the environmental response project related to this Environmental Covenant is located at the main office of DEP, whose mailing address is 17 State House Station, Augusta, ME 04333-0017, with a street address of Ray Building, 28 Tyson Drive, Augusta, Maine. The administrative record may be found under the name "Loring Air Force Base, Limestone."

17. Governing Law. This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.
18. Liberal Construction. It is intended that this Environmental Covenant be construed liberally to protect the health and welfare of the public and the quality of the environment from the risk of adverse effects of exposure to contaminants.
19. Effect of Failure to Provide Notice. The validity of this Environmental Covenant is not affected by any failure of Grantor or subsequent owners to provide notice as required in this Environmental Covenant.
20. Invalidity. If any part of this Environmental Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
21. Recording. Grantor shall cause this Environmental Covenant to be duly recorded in the Southern Aroostook Registry of Deeds within thirty (30) days after the date of the last required signature.
22. Notice of Environmental Covenant. Grantor shall, within thirty (30) days of recording, provide DEP with a copy of such recorded Environmental Covenant, duly certified by the Register of Deeds. Within ninety (90) days of recording the Grantor shall also provide a copy of this Environmental Covenant to each person who signed the covenant, each person holding a recorded interest in a Use Restriction Area, each person in possession of a Use Restriction Area, and each municipality or other unit of local government in which the Use Restriction Areas are located.

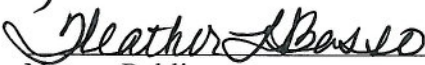
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the day and year first above written.

LORING DEVELOPMENT AUTHORITY OF MAINE

By: 
Carl Flora
President & Chief Executive Officer

STATE OF MAINE
Penobscot COUNTY, ss.

The above-named Carl Flora personally appeared before me this 29th day of December, 2020 in his/her capacity as President & CEO and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of Loring Development Authority of Maine


Notary Public
Heather L Basso
Printed Name
My Commission Expires: 8/20/2027



HEATHER L BASSO
Notary Public, State of Maine
My Commission Expires 8/20/2027

ACKNOWLEDGED AND AGREED TO AT AUGUSTA, MAINE, BY:
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

David E. Burns

David E. Burns, Director
Bureau of Remediation & Waste Management

Dated:

January 28, 2021

STATE OF MAINE
KENNEBEC COUNTY, ss.

The above-named David E. Burns personally appeared before me this 28th day of January, 2021 in his capacity as Director of the Bureau of Remediation & Waste Management of the Maine Department of Environmental Protection and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Maine Department of Environmental Protection.

Before me,

Ruth Ann Burke
Notary Public

Printed Name

Ruth Ann Burke
Notary Public, State of Maine
My Commission Expires February 21, 2022

My Commission Expires: _____



ACKNOWLEDGED AND AGREED TO BY:
THE UNITED STATES AIR FORCE

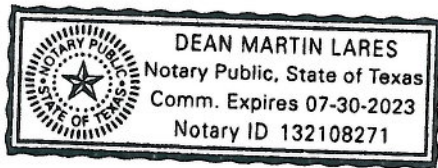
THE UNITED STATES OF AMERICA, acting
by and through the Secretary of the Air Force

BY: *Stephen TerMaath*
STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Installations Directorate
Air Force Civil Engineer Center

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a Notary Public, on this day personally appeared STEPHEN G. TERMAATH, Chief, BRAC Program Management Division, Installations Directorate, Air Force Civil Engineer Center, on behalf of The United States of America, acting by and through the Secretary of the Air Force, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.


Given under my hand and seal of office this 4th day of February 2021,
20th.



Dean M. Lares
Notary Public, State of Texas

Commission Expiration Date:
07-30-2023

ACKNOWLEDGED AND AGREED TO BY:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: 
Bryan Olson
Director, Superfund and Emergency Management Division
U.S. EPA, Region 1

Dated: January 14, 2021

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK COUNTY, ss.

On this 14th day of January, 2021, before me, the undersigned notary public, personally appeared {name}, proven to me through satisfactory evidence of identification, which was, Drivers License, to be the person whose name is signed on the this document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public

Elise E. Pazienza
Printed Name

My Commission Expires: 3/15/24



ELISE E. PAZIENZA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 15, 2024

EXHIBIT A

Location Plan of Use Restriction Areas

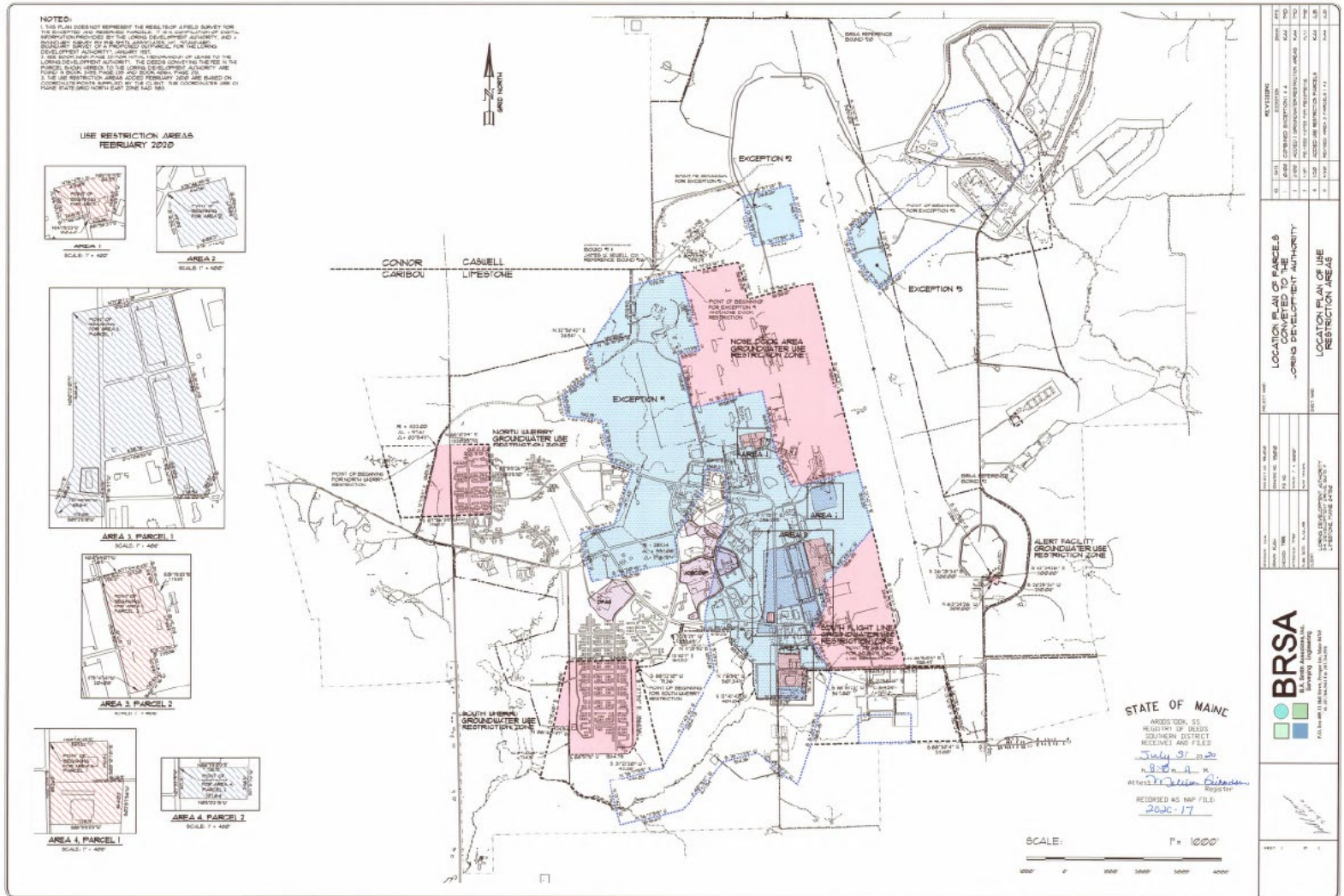


EXHIBIT B

Use Restriction Areas' Legal Descriptions

Area 1 Parcel 1 Description Use Restriction Area

A certain piece or parcel of land located on the Loring Commerce Center, westerly of Connecticut Road, so called, in the Town of Limestone, County of Aroostook and State of Maine and being more particularly described as follows:

Beginning at a point westerly of Connecticut Road, so called, having a GPS coordinate of North 1196256.76389 and Easting 1134308.2003;

Thence, easterly, North 76°-41'-57" East, a distance of 475.69 feet;

Thence, continuing easterly along a curve to the right having a tie line of North 89°-19'-19" East, a distance of 184.97 feet;

Thence, southerly, South 07°-55'-59" West, a distance of 448.65 feet;

Thence, westerly along a curve to the left having a tie line of South 81°-58'-37" West, a distance of 219.30 feet;

Thence, northerly, North 14°-29'-23" West, a distance of 100.60 feet;

Thence, westerly, South 77°-46'-30" West, a distance of 268.75 feet;

Thence, northerly, North 14°-04'-55" West, a distance of 332.85 feet to the **point of beginning**.

The above described piece or parcel contains 5.20 acres of land, more or less.

Meaning and intending to describe part and only part of the same premises conveyed by the United States of America to the Loring Development Authority of Maine by quitclaim deed, dated December 22, 2004, as recorded in Book 4066, Page 292.

The deed referenced is recorded at the Aroostook South Registry of Deeds, Houlton, Maine. Bearings are Maine State Grid North East Zone NAD 1983.

BRSA, Inc.
February 3, 2020

Area 2 Parcel 1 Description Use Restriction Area

A certain piece or parcel of land located on the Loring Commerce Center, easterly of Tower Road, so called, in the Town of Limestone, County of Aroostook and State of Maine and being more particularly described as follows:

Beginning at a point easterly of Tower Road, so called, having a GPS coordinate of North 1194865.82949 and Easting 1136096.71673;

Thence, easterly, North 75°-46'-45" East, a distance of 614.76 feet;

Thence, southerly, South 13°-20'-00" East, a distance of 589.87 feet;

Thence, westerly, South 76°-31'-46" West, a distance of 608.71 feet;

Thence, northerly, North 13°-55'-18" West, a distance of 581.84 feet to the *point of beginning*.

The above described piece or parcel contains 8.23 acres of land, more or less.

Meaning and intending to describe part and only part of the same premises conveyed by the United States of America to the Loring Development Authority of Maine by quitclaim deed, dated December 22, 2004, as recorded in Book 4066, Page 292.

The deed referenced is recorded at the Aroostook South Registry of Deeds, Houlton, Maine. Bearings are Maine State Grid North East Zone NAD 1983.

BRSA, Inc.
February 3, 2020

Area 3 Parcel 1 Description Use Restriction Area

A certain piece or parcel of land located on the Loring Commerce Center, westerly and easterly of Pennsylvania Road, so called, and southerly of Colorado Drive, so called, in the Town of Limestone, County of Aroostook and State of Maine and being more particularly described as follows:

Beginning at a point westerly of Pennsylvania Road, so called, having a GPS coordinate of North 1193305.68361 and Easting 1134921.73713;

Thence, easterly, North 79°-07'-21" East, a distance of 1,031.20 feet;

Thence, southerly, South 14°-03'-01" East, a distance of 1,881.94 feet;

Thence, southerly, South 26°-16'-42" West, a distance of 262.52 feet;

Thence, westerly, South 88°-46'-00" West, a distance of 276.94 feet;

Thence, northerly, North 13°-02'-56" West, a distance of 505.89 feet;

Thence, westerly, South 76°-08'-53" West, a distance of 638.76 feet;

Thence, southerly, South 01°-16'-57" West, a distance of 569.45 feet;

Thence, westerly, South 89°-29'-18" West, a distance of 475.86 feet;

Thence, northerly, North 21°-48'-05" West, a distance of 68.64 feet;

Thence, northerly, North 21°-54'-11" East, a distance of 489.67 feet;

Thence, northerly, North 00°-23'-01" West, a distance of 1,588.04 feet to the ***point of beginning***.

The above described piece or parcel contains 53.58 acres of land, more or less.

Meaning and intending to describe part and only part of the same premises conveyed by the United States of America to the Loring Development Authority of Maine by quitclaim deed, dated December 22, 2004, as recorded in Book 4066, Page 292.

The deed referenced is recorded at the Aroostook South Registry of Deeds, Houlton, Maine. Bearings are Maine State Grid North East Zone NAD 1983.

BRSA, Inc.
April 22, 2020

Area 3 Parcel 2 Description Use Restriction Area

A certain piece or parcel of land located on the Loring Commerce Center, easterly of Pennsylvania Road, so called, and southerly of Colorado Road, so called, in the Town of Limestone, County of Aroostook and State of Maine and being more particularly described as follows:

Beginning at a point easterly of Pennsylvania Road, so called, having a GPS coordinate of North 1193500.28117 and Easting 1135934.40851;

Thence, easterly, North 76°-15'-03" East, a distance of 174.92 feet;

Thence, northerly, North 04°-49'-07" West, a distance of 17.69 feet;

Thence, easterly, North 77°-04'-04" East, a distance of 337.20 feet;

Thence, southerly, South 14°-18'-20" East, a distance of 186.53 feet;

Thence, southeasterly, South 35°-19'-02" East, a distance of 149.25 feet;

Thence, southerly, South 13°-34'-16" East, a distance of 555.47 feet;

Thence, westerly, South 76°-13'-50" West, a distance of 235.96 feet;

Thence, southerly, South 11°-47'-36" East, a distance of 265.29 feet;

Thence, southwesterly, South 40°-26'-16" West, a distance of 140.93 feet;

Thence, westerly, South 75°-47'-41" West, a distance of 204.08 feet;

Thence, northerly, North 14°-03'-01" West, a distance of 1,217.45 feet to the ***point of beginning***.

The above described piece or parcel contains 13.61 acres of land, more or less.

Meaning and intending to describe part and only part of the same premises conveyed by the United States of America to the Loring Development Authority of Maine by quitclaim deed, dated December 22, 2004, as recorded in Book 4066, Page 292.

The deed referenced is recorded at the Aroostook South Registry of Deeds, Houlton, Maine. Bearings are Maine State Grid North East Zone NAD 1983.

BRSA, Inc.
April 22, 2020

Area 4 Parcel 1 Description Use Restriction Area

A certain piece or parcel of land located on the Loring Commerce Center, easterly of Pennsylvania Road, so called, and northerly and southerly of South Carolina Road, so called, in the Town of Limestone, County of Aroostook and State of Maine and being more particularly described as follows:

Beginning at a point easterly of Pennsylvania Road, so called, having a GPS coordinate of North 1190635.40193 and Easting 1135287.92697;

Thence, easterly, North 88°-38'-45" East, a distance of 587.32 feet;

Thence, southerly, South 00°-07'-01" East, a distance of 392.52 feet;

Thence, easterly, North 89°-10'-05" East, a distance of 162.69 feet;

Thence, southerly, South 02°-57'-56" West, a distance of 464.03 feet;

Thence, westerly, South 88°-59'-03" West, a distance of 728.19 feet;

Thence, northerly, North 00°-05'-51" East, a distance of 852.60 feet to the ***point of beginning***.

The above described piece or parcel contains 13.14 acres of land, more or less.

Meaning and intending to describe part and only part of the same premises conveyed by the United States of America to the Loring Development Authority of Maine by quitclaim deed, dated December 22, 2004, as recorded in Book 4066, Page 292.

The deed referenced is recorded at the Aroostook South Registry of Deeds, Houlton, Maine. Bearings are Maine State Grid North East Zone NAD 1983.

BRSA, Inc.
February 3, 2020

Area 4 Parcel 2 Description Use Restriction Area

A certain piece or parcel of land located on the Loring Commerce Center, easterly of Pennsylvania Road and southerly of South Carolina Road, so called, in the Town of Limestone, County of Aroostook and State of Maine and being more particularly described as follows:
Beginning at a point easterly of Pennsylvania Road, so called, having a GPS coordinate of North 1189782.80224 and Easting 1135286.47487;
Thence, easterly, North 88°-59'-03" East, a distance of 728.19 feet;
Thence, southerly, South 01°-57'-52" West, a distance of 346.15 feet;
Thence, westerly, North 89°-03'-15" West, a distance of 707.64 feet;
Thence, northerly, North 01°-32'-39" West, a distance of 321.48 feet to the *point of beginning*.
The above described piece or parcel contains 5.50 acres of land, more or less.

Meaning and intending to describe part and only part of the same premises conveyed by the United States of America to the Loring Development Authority of Maine by quitclaim deed, dated December 22, 2004, as recorded in Book 4066, Page 292.

The deed referenced is recorded at the Aroostook South Registry of Deeds, Houlton, Maine. Bearings are Maine State Grid North East Zone NAD 1983.

BRSA, Inc.
February 3, 2020

Exhibit C

Depiction of the Locations of Buildings with Numbers

