



# PERMANENT FOOD SERVICE APPLICATION

Town of Falmouth - Code Enforcement Office

Phone - 207-699-5310

Permit # 4375 None      Check # 10037189      Fee: \$50      Int MJ  
Map/Lot R-5/44-002      Zone WFCMPD  
Received 7-3-19      Issued \_\_\_\_\_  
Address of food service establishment: 65 Gray Road, Falmouth, ME 04105

| Property Owner Information                            |  | Applicant Information                |  |
|---|--|--------------------------------------|--|
| Name <u>Hannaford Bros. Co., LLC</u>                  | Address <u>145 Pleasant Hill Road</u><br><u>Scarborough ME 04074</u> | Name <u>Hannaford Bros. Co., LLC</u> | Address <u>145 Pleasant Hill Road</u><br><u>Scarborough ME 04074</u> |
| Phone <u>885-3321</u>                                 | Email <u>jane.goulet@retailbusinessservices.com</u>                  | Phone <u>885-3321</u>                | Email <u>jane.goulet@retailbusinessservices.com</u>                  |
| Applicant Signature Upon Submittal <u>Jane Goulet</u> |  | Date: <u>6/26/19</u>                 |  |

- Please provide the following information**
- Written consent of property owner
  - Copy of state license
  - Demonstration of sufficient parking
  - Fees paid (Permanent food service license - \$50)

**(Please read below. The permit is not considered issued until signed and dated below by the applicant.)**

*No license shall be issued unless the applicant has submitted a copy of a current State of Maine Department of Health and Human Services license to the code enforcement officer. No license shall be valid if such state license has expired. The town and state licenses shall be posted in a conspicuous place. No license shall be approved, either new or renewal, without a public hearing by the town council. Such hearing shall be noticed no later than 7 days prior to the hearing date by publication in a local newspaper. Licenses shall be valid for a one year period, commencing July 1 and ending June 30. Any license issued after July 1 shall expire on June 30 of the following year.*

On this date 6/26/19, I Jane Goulet have read and understand the above statement and attached ordinance requirements as well as paid for my completed permit application.

**License Conditions:**

Signature of Code Enforcement Officer \_\_\_\_\_ Date \_\_\_\_\_



**Department review comments**

**Police:**

---

---

---

---

**Fire:**

---

---

---

---

**Public Works:**

---

---

---

---

**Community Development:**

---

---

---

---

**Town Council Hearing Date :** \_\_\_/\_\_\_/\_\_\_

**Approval:** Yes \_\_\_ No \_\_\_

**Conditions:**

---

---

---

---

---

---

---

---



July 1, 2019

Town of Falmouth  
271 Falmouth Road  
Falmouth, ME 04105

Attn: Ellen Planer, Town Clerk

Re: Food Service Establishment License  
Hannaford Supermarket & Pharmacy #8222

Dear Ellen:

Enclosed please find a completed Renewal Application for our Hannaford Store #8222.  
Also enclosed is a check in the amount of \$50.00 to cover the fee.

**Please send the license to my attention at the address listed below, and I will  
forward it to the store for posting.**

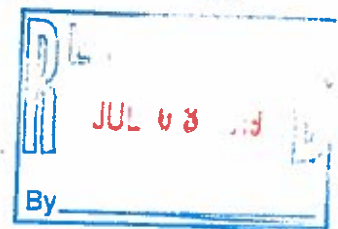
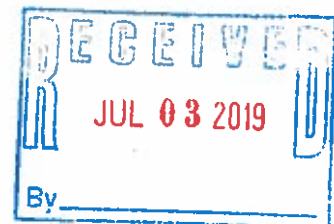
Should you require anything further, I may be reached at 207/885-3321.

Sincerely,

Jane Goulet  
Coord 1 Licensing  
Retail Business Services an Ahold Delhaize company

Enclosures

145 Pleasant Hill Road, Scarborough, ME, 04074





# State of Maine

Department of Agriculture, Conservation & Forestry  
Division of Quality Assurance & Regulations  
28 State House Station, Augusta, ME 04333-0028  
(207) 287-3841

SERIAL NUMBER

120928

1-5144

December 28, 2018

December 31, 2019

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

*This certifies that*

**Hannaford Supermarket &  
Pharmacy #222  
Hannaford Bros Co, Att: J Goulet  
PO Box 1000  
Portland, ME 04104-**

## GROCERY STORE

**Location: 65 Gray RD, Falmouth**

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

| License Type              | Authorizations   | Fee           |
|---------------------------|--|---------------|
| Retail Meat               | Cut Wrapped or Processed   | 50.00         |
| Retail Food Establishment | 26 or more<br>Baked Goods (produced on site)<br>Bulk Sales (candy, fruit, nuts, popcorn)<br>Cold Foods (prepared on site)<br>Dairy Products<br>Frozen Food<br>Fruit Juices<br>Hot Foods (prepared on site)<br>Processed Meat<br>Produce (fresh)<br>Produce (processed)<br>Ready to Eat Deli Items<br>SaladBar<br>Seafood (fresh)<br>Seafood (Ready to Eat) | 150.00        |
| Retail Bakery             | 11 to 25   | 50.00         |
| <b>TOTAL:</b>             |  | <b>250.00</b> |



Division of Quality Assurance

Director

0025330

BK 14673PG315

QUITCLAIM DEED WITH COVENANT

WEST FALMOUTH DEVELOPMENT LLC, a Maine limited liability company ("WFD"), for consideration paid, GRANTS to HANNAFORD BROS. CO., a Maine Corporation ("Hannaford"), WITH QUITCLAIM COVENANT, certain real property, together with any improvements and fixtures thereon, located easterly of Gray Road (U.S. Route 100) in the Town of Falmouth, County of Cumberland, and State of Maine and more particularly described on Exhibit A attached hereto and made a part hereof and also depicted as "Lot 2" on a certain plan entitled "Standard Boundary Survey & Subdivision Plan of West Falmouth Crossing" prepared for West Falmouth Development LLC by Titcomb Associates (last revised December 18, 1998) and recorded in the Cumberland County Registry of Deeds in Plan Book 199, Pages 106 (80' scale) and 107 (60' scale) (the "Subdivision Plan") (such conveyed land hereinafter referred to as "Lot 2").

Also conveying herewith the perpetual and non-exclusive right and easement of ingress and egress over, to pass and repass by vehicle and foot within, and to construct, install, inspect, maintain, repair, replace and use roadways, curbing, walkways, lighting, drainage structures, signage (including pylon signs) and other roadway improvements, and water, gas, electric, telephone, cable TV, other lines for transmitting intelligence, storm sewer, drainage, sanitary sewer and other utility pipes, lines, conduits, fixtures, improvements and appurtenances, within the strips of land shown on the Subdivision Plan as R.O.W. A, R.O.W. B, R.O.W. C, R.O.W. D and R.O.W. E (collectively, the "Common Entrance Drives"). Also conveying herewith the following perpetual and non-exclusive rights and easements over, under, across and through Lots 1, 3, 4, 5, 6, and 7, the "Area of Future Building Lots" (hereinafter called Lot 8), and Common Areas A, B, C, D and E, all as shown on the Subdivision Plan, for the benefit of Lot 2, and excepting and reserving the following perpetual and non-exclusive rights and easements over, under, across and through Lot 2, for the benefit of Lots 1, 3, 4, 5, 6, 7 and 8: (i) the right and easement to install, inspect, maintain, repair, replace and use wetland mitigation measures within the Wetlands Mitigation Areas (as hereinafter defined), (ii) the right and easement to install, inspect, maintain, repair, replace and use stormwater drainage and/or detention ponds and associated pipes, lines, drains and improvements within the Stormwater Detention Areas (as hereinafter defined), (iii) the right and easement to install, inspect, maintain, repair, replace and use water, gas, electric (which shall include telephone, cable TV and other lines for transmitting intelligence), storm sewer, drainage, and sanitary sewer, lines, pipes, conduits, fixtures, improvements and appurtenances in the approximate locations therefor designated "WATER LINE", "GAS LINE", "OVERHEAD ELECTRICAL LINE", "UNDERGROUND ELECTRICAL LINE", "STORM DRAIN OR CULVERT" and "SANITARY SEWER LINE" on the plan recorded at the Cumberland County Registry of Deeds in Plan Book 199, Page 203 (the "Utility Plan"). The right and easement described in clause (iii) above shall be deemed to include the right and easement to install, inspect, maintain, repair, replace and use below ground liquid propane tanks and connecting lines for the benefit of Lot 2 in the location shown on the Utility Plan. Except for above ground structures associated with such underground liquid propane tanks, except for the Overhead Electrical Line designated on the Utility Plan, and except for above ground drainage structures depicted on the Utility Plan, the pipes, lines, conduits, fixtures, improvements and appurtenances installed within the easement areas described in clause (iii) above shall be located underground (except for manholes and similar facilities that do not materially interfere with the use of the surface area).

MAINE REAL ESTATE TAX PAID

The easements provided in this paragraph shall include the right to enter with men, materials and equipment and to generally work, dig, excavate, fill and backfill therein and thereon, and the right to pass and repass by vehicle and foot over areas depicted on the Subdivision Plan lying between such easement areas and public streets and lying between such easement areas and each party's Lot; provided, however, that in exercising such rights each party shall make reasonable efforts to minimize interference with the businesses operating on the property affected by such easements; and provided further, where any such easements cross Lots 1, 2, 3, 4, 5, 6, 7 and/or 8, they shall be subject to the following additional terms and conditions:

- (1) No work shall be permitted within the "Building Areas" on Lots 1, 2 and 4 provided in the ECR (as hereinafter defined) or within areas of other Lots that are occupied by buildings. Further, no work shall be performed within areas of another party's Lot that have been improved by roadways, parking areas, sidewalks or pavement, until such party shall have approved in writing the construction plans and schedule therefor, which approval shall not be unreasonably withheld or delayed.
- (2) Before performing work on another party's Lot, the party performing such work shall have obtained all necessary licenses, permits and approvals from the authorities having jurisdiction therefor.
- (3) The party performing work on another party's Lot shall restore the property as close as practicable to its condition prior to such work and repair any damage caused by or during such work.
- (4) Any work performed on another party's Lot shall be accomplished in the manner so as not to interrupt utility or drainage service, access or business operations on such party's Lot and so as to minimize any interference with business operations.
- (5) The party performing work on another party's Lot shall indemnify and hold such other party harmless from and against any and all claims, liabilities, loss, actions, proceedings, expenses and costs (including reasonable attorney's fees incurred in any such matter or an enforcement of this indemnity) relating to injury or death of person(s) or damage to or destruction of property caused during or arising out of such work or the exercise of the rights and easements herein provided, or related to mechanic's, materialmen's or other liens or claims arising out of such work or the exercise of the rights and easements herein.

Nothing herein shall limit the rights and easements provided in the ECR (as hereinafter defined). As used herein, the "Wetland Mitigation Areas" shall mean the areas for wetlands mitigation, replication or other like work shown on the Utility Plan as "Wetland Mitigation Areas" or "Wetland Creation Area", together with the wetlands mitigation measures to be installed thereon. As used herein, the "Stormwater Detention Areas" shall mean the areas for stormwater detention and/or stormwater management ponds and structures shown on the Utility Plan and shall also include Wetland Creation Areas shown on the Utility Plan as used for drainage purposes, together with the stormwater detention and/or stormwater management ponds and structures to be installed thereon. Nothing in this deed shall give rise to any obligation on the part of Grantee, its successors or assigns, to construct improvements within any of the


casement areas herein described, or to relieve Grantor of its obligations with respect to same as contemplated by the ECR and other agreements between Grantor and Grantee.

Lot 2 is conveyed together with the benefit of and subject to the rights, easements, restrictions, covenants and agreements set forth in that certain Easements With Covenants and Restrictions Affecting Land (the "ECR") of near or even date among Grantor, Grantee and River Point, LLC, and to be recorded herewith in the Cumberland County Registry of Deeds.

Lot 2 is conveyed subject to all terms and conditions of a certain State of Maine Department of Environmental Protection Order #L-19600-39-B-N/WL-19600-31-C-N/WL-19600-T3-A-N dated December 9, 1998, as modified by Modification #L-19600-39-D-M/WL-19600-31-E-M dated January 29, 1999 and recorded in the Cumberland County Registry of Deeds in Book 14552, Page 198, and the terms and conditions of a certain Conditions of Final Subdivision Approval, Lots 1-7 and Site Plan Approval, Lots 1 & 2 issued by the Town of Falmouth Planning Board and dated December 1, 1998. Any subsequent conveyance of Lot 2 shall be subject to, and specifically include reference to, the afore-described Department of Environmental Protection Order and Town of Falmouth Planning Board approval.

Lot 2 is conveyed subject to easement rights of Central Maine Power Company as described in a certain Deed Easement recorded in the Cumberland County Registry of Deeds in Book 14673 Page 310 permitting the installation of above ground electrical lines across Lot 2 within the areas where such easement encroches onto Lot 2, but subject to the terms, conditions and limitations set forth therein.

IN WITNESS WHEREOF, the undersigned President of West Falmouth Development LLC has executed this instrument on behalf of said Company on this 9 day of April, 1999.

WITNESSETH  
  
Name: Jaimie P. Schwartz

WEST FALMOUTH DEVELOPMENT LLC  
By:   
Richard Berman, its President

State of Maine  
County of Cumberland, ss.

April 9, 1999

PERSONALLY APPEARED the above-named Richard Berman, President of West Falmouth Development LLC as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said company.

Before me,  
  
Name: Jaimie P. Schwartz  
Notary Public/Attorney-at-Law  
My Commission Expires:

**Exhibit A**

A certain lot or parcel of land located easterly of Gray Road (Route 100) in the Town of Falmouth, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the westerly sideline of the Maine Central Railroad at the easterly corner of Lot 4 as shown on a Standard Boundary Survey and Subdivision Plan of West Falmouth Crossing (last revised December 18, 1998), recorded in the Cumberland County Registry of Deeds in Plan Book 199, Pages 106 (80' scale) and 107 (60' scale). Thence:

- (1) N 59°49'23" W by said Lot 4 and by the northerly terminus of R.O.W. A as shown on said Plan and by Common Area C as shown on said Plan a distance of Four Hundred Seventy-Eight and 91/100 (478.91) feet to a point.
- (2) N 30°10'37" E by said Common Area C and by the easterly terminus of R.O.W. B as shown on said Plan and by Lot 1 as shown on said Plan a distance of Two Hundred Nineteen and 01/100 (219.01) feet to a point.
- (3) S 59°49'23" E by said Lot 1 a distance of Nineteen and 00/100 (19.00) feet to a point
- (4) N 30°10'37" E by said Lot 1 a distance of One Hundred Thirty-Eight and 67/100 (138.67) feet to a point.
- (5) S 60°37'03" E by said Lot 1 a distance of Forty-Two and 98/100 (42.98) feet to a point
- (6) N 29°53'01" E by said Lot 1 and by R.O.W. D as shown on said Plan and by Common Area A as shown on said Plan a distance of Two Hundred Seventy-Eight and 97/100 (278.97) feet to a point
- (7) S 60°06'59" E by said Common Area A and by Common Area D as shown on said Plan a distance of Four Hundred Sixteen and 96/100 (416.96) feet to a point and said Maine Central Railroad.
- (8) S 30°10'37" W by said Maine Central Railroad a distance of Five Hundred Ten and 34/100 (510.34) feet to a point.
- (9) Southwesterly by said Maine Central Railroad, following a curve to the left having a radius of Five Thousand Nine Hundred Twenty and 93/100 (5920.93) feet, an arc distance of One Hundred Twenty-Nine and 04/100 (129.04) feet to the point of beginning.

The above described parcel contains 285,038 square feet and being shown as Lot 2 on said Plan Bearings are referenced to True North.

P:\640319030\1310\CI\head3.wpd

RECEIVED  
RECORDED REGISTRY OF DEEDS

1999 APR -9 PM 3: 37

CUMBERLAND COUNTY

*John B. O'Brien*