

1. Agenda

1.I. PB Legal Ad

Documents: [PB LGL AD 5-6-14.PDF](#)

1.II. PB Agenda

Documents: [PB AGENDA 5-6-14 FINAL.PDF](#)

2. 6 Samuel Road

2.I. Report And Attachments

Documents: [SAMUEL RD. - 6 \(REPORT AND ATTACH.\).PDF](#)

3. 636 Riverside Street

3.I. PB Report And Attachments

Documents: [RIVERSIDE ST. - 636 \(REPORT AND ATTACH.\).PDF](#)

3.II. Applicants Submittal

Documents: [RIVERSIDE ST. - 636 \(APPLICANTS SUBMITTAL\).PDF](#)

3.III. Public Comment

Documents: [RIVERSIDE ST. - 636 \(PUBLIC COMMENT\).PDF](#)

3.IV. Plans

Documents: [RIVERSIDE ST. - 636 \(PLANS\).PDF](#)

4. 802-828 Ocean Avenue

4.I. PB Report And Attachments

Documents: [OCEAN AVE. - 802 \(PB REPORT AND ATTACHMENTS\).PDF](#)

4.II. Applicants Submittal

Documents: [OCEAN AVE. - 802 \(APPLICANTS SUBMITTAL\).PDF](#)

4.III. Public Comment

Documents: [OCEAN AVE. - 802 \(PUBLIC COMMENT\).PDF](#)

4.IV. Additional Public Comment

Documents: [ADDITIONAL PUBLIC COMMENT.PDF](#)

4.V. Plans

Documents: [OCEAN AVE. - 802 \(PLANS\).PDF](#)

**LEGAL ADVERTISEMENT
PORTLAND PLANNING BOARD MEETING**

The Portland Planning Board will hold a meeting on May 6, 2014, City Council Chambers, 2nd Floor, City Hall, 389 Congress Street. **Public comments will be taken at both the workshop and public hearing.**
The agenda includes the following items:

PUBLIC HEARING – 6:00 p.m.

- i. Request for reduction in Shoreland Zone Setback Requirement; 6 Samuel Road; Anthony Napolitano, Applicant. The Board will consider a request to allow a proposed single family garage addition to extend into the 75 foot setback from a wetland edge by 4 to 6 feet for a total 35 square feet.
- ii. Amendment to subdivision plat and site plan for telecommunications tower, 636 Riverside Street, New Cingular Wireless PCS, LLC d/b/a, AT&T Mobility LLC, Applicant. An application has been received and the Planning Board will consider a subdivision plan amendment to the Riverside Street Subdivision to add an access and utility easement on Lot #3. The Board will also consider the site plan for a 120' telecommunications tower "monopole", which includes wireless telecommunication antenna panels, radio electronics equipment, and a diesel generator.

EVENING WORKSHOP IMMEDIATELY FOLLOWING PUBLIC HEARING

- i. Amendment to Conditional Rezoning Agreement; Casco Heights Condominiums (formerly Graves Hill Development); 802-828 Ocean Avenue; Ridge Development, LLC., Applicant. The Planning Board will consider proposed amendments to include, but are not limited to, changing the name to Ridge Development, LLC.; reducing the total number of units allowed from 98 to 94; eliminating the project amenities; reducing building height, changing the zone line and modifying the amount of area within the ROS and R-5A zones; and changing the parking ratio to allow 2 spaces for multi-bedroom units and 1 space per 1 bedroom unit. The proposed amendments are subject to review and a recommendation by the Planning Board.

STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

Stuart G. O'Brien, Chair
Timothy Dean, Vice Chair
Elizabeth Boepple
Sean Dundon
Bill Hall
Carol Morrisette
Jack Soley

AGENDA PORTLAND PLANNING BOARD

The Portland Planning Board will hold a meeting on May 6, 2014, **City Council Chambers**, 2nd Floor, City Hall, 389 Congress Street. **Public comments will be taken at both meetings.**

PUBLIC HEARING – 6:00 p.m.

- 1. ROLL CALL AND DECLARATION OF QUORUM**
- 2. COMMUNICATIONS AND REPORTS**
- 3. REPORT OF ATTENDANCE AT THE MEETING HELD ON APRIL 22, 2014:**

Workshop: All present.

Public Hearing: All present. Hall and Soley left at 10:00p.m.

- 4. REPORT OF DECISIONS AT THE MEETING HELD ON APRIL 22, 2014:**

- i. R-6 to R-7 Map Amendment; East Bayside; Portland Housing Authority, Applicant, and the City of Portland Tim Dean made the motion and Carol Morrisette seconded the motion to recommend to City Council the adoption of map amendment option #5, as modified on the East Bayside property map. The Board voted 5-2, Hall and Morrisette opposed. Tuck O'Brien made a motion and Tim Dean seconded it to communicate to the Council that the votes in opposition were in support of a more comprehensive text and map amendment for the East Bayside neighborhood.
- ii. Text Amendments to the Community Business (B-2) Zone, City of Portland, Applicant Tim Dean made the motion and Carol Morrisette seconded the motion to recommend to City Council adoption of the proposed B-2 text amendments. The vote was unanimous (5-0, Hall and Soley absent).

- 5. NEW BUSINESS**

- i. Request for reduction in Shoreland Zone Setback Requirement; 6 Samuel Road; Anthony Napolitano, Applicant. The Board will consider a request to allow a proposed single family garage addition to extend into the 75 foot setback from a wetland edge by 4 to 6 feet for a total 35 sq.ft.
- ii. Amendment to subdivision plat and site plan for telecommunications tower, 636 Riverside Street, New Cingular Wireless PCS, LLC d/b/a, AT&T Mobility LLC, Applicant. The Planning Board will consider a subdivision plan amendment to the Riverside Street Subdivision to add an access and utility easement on Lot #3. The Board will also consider the site plan for a 120' telecommunications tower "monopole", which includes wireless telecommunication antenna panels, radio electronics equipment, and a diesel generator.

WORKSHOP TO FOLLOW PUBLIC HEARING

- i. Amendment to Conditional Rezoning Agreement; Casco Heights Condominiums (formerly Graves Hill Development); 802-828 Ocean Avenue; Ridge Development, LLC., Applicant. The Planning Board will consider proposed amendments to include, but are not limited to, changing the name to Ridge Development, LLC.; reducing the total number of units allowed from 98 to 94; eliminating the

project amenities; reducing building height, changing the zone line and modifying the amount of area within the ROS and R-5A zones; and changing the parking ratio to allow 2 spaces for multi-bedroom units and 1 space per 1 bedroom unit. The proposed amendments are subject to review and a recommendation by the Planning Board.

STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD



PLANNING BOARD REPORT PORTLAND, MAINE

6 Samuel Road
Shoreland Zone Setback Reduction
#2014-049
Anthony Napolitano, Applicant

Submitted to: Portland Planning Board: Public Hearing Date: May 6, 2014	Prepared by: Barbara Barhydt, Development Review Services Manager Date: April 25, 2014
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I. INTRODUCTION

Anthony Napolitano is requesting the Planning Board's approval to reduce the Shoreland Zone requirement for a 75 foot setback from a wetland edge. Mr. Napolitano is proposing to add a garage onto his home and the corner of the garage extends into the 75 foot setback by 4 to 6 feet for a length of 7 feet and for a total 35 square feet.

Public notices were sent to 108 property owners, sent to the interested citizen list and appeared in the Portland Press Herald on April 28th and April 29th. No public comment has been received.

II. PROPOSAL

Mr. Napolitano is seeking to put a 22 by 26 foot garage onto his home at 6 Samuel Road. The rear portion of his lot is within the shoreland zone setback from a wetland. In the initial concept, the garage was setback from the building façade. In order to minimize the building extending into the setback, the garage is now shown at the required front yard setback line of 25 feet from Samuel Road. The 75 foot setback follows the contours of the wetland, so the corner of the garage is within the 75 ft as shown on the site plan. The building extends between 4 and 6 feet into the 75 foot setback for approximately a length of 7 feet. A total of 35 square feet extends into the setback. The site plan also shows a proposed sun porch, which meets the shoreland zoning setbacks and is not part of this review.

III. SHORELAND ZONE REQUIREMENTS

The Land Use Standards for Portland's Shoreland Zone are contained in Section 14-449 of the Land Use Code. The regulations for principal and accessory structures is in Section (a) 1, which establishes the setbacks and waiver criteria that are applicable to this application.

Mr. Napolitan is seeking relief from the setback requirement as contained in paragraph 3. The section from the code is as follows in its entirety:

(a) *Principal and accessory structures:*

1. All principal and accessory structures shall be set back at least seventy-five (75) feet horizontal distance, from the normal high water line of water bodies, the upland edge of a wetland or associated tributary streams within a shoreland zone, except that in the following zones the setback shall be as indicated below:
 - a. B-3, B-5, B-5b, I-L (south and east of I-295), and I-M (south and east of I-295): Twenty-five (25) feet.
 - b. W-C, W-PD, W-SU, I-B, EWP: No setback required. Pier edge setbacks apply in EWP (Sec. 14-303(c)(4), W-C (Sec. 14-310(d)(4), W-PD (Sec. 320.2(c)), and W-SU (Sec. 320.9(c)).

For the principle structures, setback measurements shall be taken from the top of a costal bluff that has been identified on Coastal Bluff maps as being “highly unstable” or “unstable” by the Maine Geological Survey pursuant “Classification of Coastal Bluffs”, and published in the most recent Coastal Bluff Map as further referenced on the Zoning Map.

Notwithstanding this requirement, when a lot is a lot of record as defined in section 14-433 or cannot otherwise meet the setback requirement of this section due to physical limitations of the site, the Planning Board may approve a reduction of the setback requirement for a principal structure to the least amount necessary to achieve a building dimension of twenty-eight (28) feet, provided that the setback is not reduced to less than forty (40) feet. Structures in existence on June 15, 1992, may be expanded once during the lifetime of the structure up to twenty-five (25) feet toward a freshwater wetland, stream or tributary stream, provided that the setback is not reduced to less than forty (40) feet and the floor area or volume is not increased by more than thirty (30) percent. In no event shall the setback from a coastal wetland be reduced to less than seventy-five (75) feet, except in the B-3, B-5, B-5b, EWP, W-C, W-PD, W-SU, I-B, I-L and I-M zones, where setbacks shall be as set forth above in this subsection.

In all cases, accessory detached structures of less than one hundred (100) square feet of floor area shall be permitted with no setback, provided that such structures shall be used only for the storage of fish, bait, and related equipment. No setback shall be required for piers, docks, retaining walls, or any other structures, which require direct access to the water as an operational necessity.

IV. ZONING ASSESSMENT

Ann Machado, Zoning Specialist, reviewed the proposal and has found the proposal to be consistent with the criteria in Section 14-449 for an expansion of an existing structure, so the Planning Board may approve a reduction of the setback requirement. Her assessment is as follows:

Section 14-449(a) allows a structure that existed as of June 15, 1992 to be expanded up to 25' toward a freshwater wetland provided that the setback is not reduced to less than 40' and the floor area or volume is not increased by more than 30%. All the criteria is being met. The house was built in 1964. The garage is expanding 6.12' into the 75' setback from the wetland. The setback from the corner of the garage to the edge of the wetland is 68'. The floor area expansion into the 75' setback is 1.7% and the expansion in volume into the 75' setback is 2.7%.

V. STAFF ANALYSIS AND RECOMMENDATION

To prepare for this request, Mr. Napolitano, hired a wetland scientist to delineate the wetland edge along 6 Samuel Road and along other property held by the Napolitano family. Dale Brewer of Soil Scientists and Land Surveyor (Attachment B of Applicant's submission) prepared the analysis. The wetland adjoining 6 Samuel Road is one of the wetlands that DEP required be protected at the time Shoreland Zoning was first adopted in Portland. The applicant and his consultant raised questions as to whether the wetland still meets the criteria for a protected wetland under Shoreland zoning and asked if the staff could remove this designation. They discussed the wetland with Mike Morse, DEP Shoreland Coordinator, who states that based upon GIS it appears this wetland may be less than 10 acres, and the city is not required to regulate it. He does note the City may be more restrictive than the State minimum requirements.

Doug Roncarati, Stormwater Coordinator, David Margolis-Pineo, Deputy City Engineer, Marge Schmuckal, Zoning Administrator, and Barbara Barhydt, Development Review Services Manager met with Mr. Brewer and Mr. Napolitano. According to Doug Roncarati, Stormwater Coordinator for Department of Public Services and David Margolis-Pineo, Deputy City Engineer, the wetland, stream and drainage area near 6 Samuel Road is a wetland associated with a tributary of Fall Brook. The area is drained into the City's stormwater system at a storm drain on Bernard Road and outfalls at Drake Street. Previously it drained into the combined sewer system and the volume of runoff from the wetlands contributed to Combined Sewer Overflows (CSO's). The drainage area is subject to the City's requirements for upgrading the Fall Brook, which is classified as an urban impaired stream. The wetland provides a buffer and some quality treatment of the water before entering the stream. The wetland also serves to slow the water down before entering into the Fall Brook, which helps alleviate downstream flooding. The downstream flooding continues to be a concern for the City and property owners. Thus, the wetland is an integral component of the stream and water quality improvements for the Fallbrook Watershed.

While Mr. Morse estimates with GIS that the wetland is no longer a 10 acre wetland, this cannot be fully determined without a complete wetland delineation. Any ordinance and policy changes for this wetland would require a complete wetland delineation and survey, review of its functions within the watershed taking into account other DEP requirements, and a policy discussion. Even if the wetland is less than 10 acres, the City has an interest in protecting this area due to importance of the wetland for easing downstream flooding and water quality treatment for an urban impaired stream. The Department of Public Services is not supportive of seeking an amendment to the Shoreland Zoning overlay, but does support Mr. Napolitano's proposal as revised.

The site plan before the Planning Board has been revised from an earlier concept, so that the building extension into the shoreland setback has been minimized to the maximum extent possible and it meets the criteria for approval of a setback reduction. The Planning Staff recommend granting approval for the setback reduction.

VI. PROPOSED MOTION

On the basis of the application, plans, reports and other information submitted by the applicant, the policies and requirements of the Shoreland Zone, public comment, staff comments and recommendations contained in Planning Report for 6 Samuel Road, dated April 25, 2014, and the testimony presented at the Planning Board Hearing, the Planning Board finds:

the proposed reduction of the Shoreland Setback from a wetland for a garage addition at 6 Samuel Road **[meets/ does not meet]** the criteria of Section 14-449 and the Planning Board **[approves/ does not approve]** the setback reduction of 6.12 feet for a total floor area of 35 square feet or 2.7% of the structure's volume, as shown on the Site Plan for 6 Samuel Road, prepared by Owen Haskell, Inc. and dated September 5, 2013.

Attachments:

1. Memo from Ann Machado

Applicant's Submission

- a. Application, dated April 7, 2014 (received 4/11/2014)
- b. Wetland Assessment, Dale Brewer, Soil Scientists and Land Surveyors, June 23, 2013
- c. Permit by Rule – DEP
- d. Mike Morse, correspondence, November 15, 2013

Applicant's Plans

- P1. Site Plan, prepared by Owen Haskell, Inc., dated Sept. 5, 2013

MEMORANDUM

To: FILE
From: Barbara Barhydt
Subject: Application ID: 2014-049
Date: 5/1/2014

Comments Submitted by: Ann Machado/Zoning on 4/16/2014

Section 14-449(a) allows a structure that existed as of June 15, 1992 to be expanded up to 25' toward a freshwater wetland provided that the setback is not reduced to less than 40' and the floor area or volume is not increased by more than 30%. All the criteria is being met. The house was built in 1964. The garage is expanding 6.12' into the 75' setback from the wetland. The setback from the corner of the garage to the edge of the wetland is 68'. The floor area expansion into the 75' setback is 1.7% and the expansion in volume into the 75' setback is 2.7%.

PROJECT NAME: 6 Samuel RD Additions/GARAGE SunRoom

Att. A

PROPOSED DEVELOPMENT ADDRESS:

6 Samuel RD PORTLAND

CHART/BLOCK/LOT: 437/C-059/03

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: <u>Anthony Napolitano</u> Business Name, if applicable: Address: <u>6 Samuel RD</u> City/State: <u>Portland</u> Zip Code: <u>04103</u>	Applicant Contact Information Work # Home# <u>207-874-5620</u> Cell # <u>207-899-5357</u> Fax# e-mail: <u>AnthonyNap@myFairpoint.net</u>
Owner – (if different from Applicant) Name: Address: City/State: Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Billing Information Name: <u>Anthony Napolitano</u> Address: <u>6 Samuel RD</u> City/State: <u>Portland/ME</u> Zip Code: <u>04103</u>	Billing Information Work # <u>207-791-6842</u> Cell # <u>207-899-5357</u> Fax# e-mail: <u>AnthonyNap@myFairpoint.net</u>

RIGHT, TITLE OR INTEREST:

(Please identify the status provide documentary evidence, attached to this application, of the applicant's right, title, or interest in the subject property (ex: deed, option or contract to purchase or lease the property.)

EXISTING USE: Describe the existing use of the subject property. owner occupy single Family Home.

Proposed Use: Describe the proposed project and the waiver being requested ADD AN ATTACH GARAGE with 2.7% EXPANSION IN SETBACK. ADD 16x20 SunRoom THAT IS NOT IN SETBACK

SITE PLAN: Provide a site plan of the property, showing existing and proposed improvements, which meets the submission requirements of the applicable level of site plan review.

APPLICATION FEES:

Payment may be made by Cash or Check payable to the City of Portland.

The City invoices separately for the following:

- Notices (\$.75 each)
- Legal Ad (% of total Ad)
- Planning Review (\$40.00 hour)
- Legal Review (\$75.00 hour)

Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project and the waiver request.
 - c. Evidence of right, title and interest.
 - d. Written Submittals that address the Shoreland Zoning Criteria and standards for the waiver.
 - e. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet and containing the information required for the applicable level of site plan review.

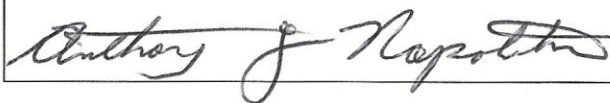
Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Conditional Use Review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant:



Date:

April 7, 2014

SOIL SCIENTISTS & LAND SURVEYORS
35 Eastman Road, Cape Elizabeth, ME.
Phone/Fax: 207 767 4200

June 23, 2013

Mr. Anthony Napolitano
56 Bernard Road Extension
Portland, ME
04101

Wetland Delineation
6 Samuel Road/Vacant Lot
Portland, ME

Tony,

As requested, we have completed the Wetland Delineation Survey for the 6 Samuel Road Lot and the vacant land owned by your family. Initially, we visited the site on May 9, 2013 to complete preliminary wetland assessments and search for property corners on the 6 Samuel Road lot. We have since revisited the site during the "growing season" on May 28 and June 4 and June 7 2013 to complete the field delineation of the wetland boundaries.

We observed hydrology, hydrophytes vegetation (*water tolerant plant species*) and hydric soil using hand-borings to delineate the wetland boundaries. One wetland was identified at the site and designated as Wetlands "A". Sequentially numbered pink "Wetland Boundary" flagging was "tied" to existing vegetation along the wetland/upland boundaries. The wetland flagging was located using a Trimble® GeoXH Global Positioning Unit (GPS). It should be noted that the GPS locations could vary slightly due to the sub-meter capabilities of the unit.

Three parameters are required for wetlands determinations under the guidelines of the 1987 United States Army Corps of Engineers (USACE) Wetlands Delineation Manual. Specifically, jurisdictional wetlands require: the presence of hydric soils¹, the predominance of hydrophytes² and evidence of wetland hydrology³. The delineated wetlands have "hydric" soil conditions meeting the required wetland criteria identified in the USACE manual.

1. "Hydric" soils formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (NEIWPCC).

2. "Hydrophytes" are plants growing in wetlands that have adapted in one way or another to life in permanently or periodically inundated or saturated soils (USACE).

3. "Hydrology" is permanent or periodic inundation, or soil saturation to the surface, at least seasonally is the driving forces behind wetland formation (USACE).

The wetland areas have a predominance of hydrophytes, underlain with hydric soils with wetland hydrology present. The wetlands have a predominance of intermixed vegetation considered as facultative (FAC), facultative wetland (FACW) and/or obligate (OBL). Typical vegetative species included: red maple (*Acer rubrum*), balsam fir (*Abies balsamea*), american elm (*Ulmus americana*), brown ash (*Fraxinus nigra*), yellow birch (*Betula alleghaniensis*), gray birch (*Betula populifolia*) trees and saplings with speckled alder (*Alnus incana*), broadleaf meadowsweet (*Spiraea latifolia*), winterberry (*Ilex verticillata*), arrow-wood (*Viburnum dentatum*), high-bush blueberry (*Vaccinium corybosum*) and willow (*Salix spp*), shrubs with sensitive ferns (*Onoclea sensibilis*), cinnamon ferns (*Osmunda cinnamomea*), sedges (*Carex spp*), violets (*Viola spp*), dewberry (*Rubus flagellaris*) and cattail (*Typha latifolia*) in the herbaceous strata.

The Hydrology parameter was met with inundated observations and/or observed saturated soil conditions. Portions of this lot are shown to be within the AE Flood Zone according to the FEMA FIRM Community Panel Number 230051 0007C. There are other indicators such as water marks, sediment deposits, culverts and drainage patterns at the site.

The Hydric Soil parameter was met with inundated observations and/or observed saturated soil conditions. Other indicators included: depleted matrix and depleted matrix below a dark surface layer. The USDA Soil Conservation Service (now NRCS) has identified the *Buxton and Scantic* soils in this area according to the *Soil Survey of Cumberland County, Maine*. The poorly drained Scantic soils are hydric and found underlying wetland areas.

Conclusions

We are unaware of any proposed environmental impacts at the site. Therefore, the following generalized interpretations are based on data gathered at the site and wetland regulations at the State level by the Maine Department of Environmental Protection (MDEP). Permitting with the MDEP may be required dependent on the type and size of any proposed impacts to wetlands.

Some of the wetlands delineated at the site would be considered "Wetlands of Special Significance" if found within the Flood Zone "AE". We understand that there currently is a study underway toward rezoning the current Flood Zone in this area resulting from the storm-water and sewer pipe separation projects. We also understand that the State has jurisdiction over these areas under *Chapter 310 Wetlands and Waterbodies Protection* and Resource Permits will be required if the project has proposed activities within seventy five feet (75') of a "Wetlands of Special Significance". We found Fall Brook (nearby) to have a "Low" rating for fisheries habitat according to *The Identification and Management of Significant Fish & Wildlife Resources in Southern Coastal Maine*, by the Maine Department of Inland Fisheries & Wildlife dated February 1988. We recommend

reviewing the MDEP "Permit by Rule" Standards and the *Natural Resources Protection Act (NRPA) Permit Applications* for further regulatory information.

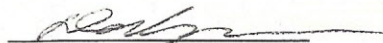
Additionally, wetlands are also regulated by the USACE under the provisions of *Section 404 of the Clean Water Act*. The USACE will also review permit applications resulting from wetland impacts through the MDEP. We understand that permits will be required for impacts to wetlands whether they are "*Wetlands of Special Significance*" or not. Permits would likely be required to alter 1 ft² to 15,000 ft² of wetlands and qualify for the Tier 1 Permit. Wetland alterations between 15,000 ft² and 43,560 ft² qualify for Tier 2 Permit process with alterations exceeding 43,560 ft² and wetlands of "*Wetlands of Special Significance*" requiring a Tier 3 Full Permit.

The City of Portland also has *Code of Ordinances* in effect with regulations over resources including freshwater wetlands and the *Shoreland Zone*. Specifically, *Standards for Development In and Adjacent to Wetlands* found in the City of Portland Technical Manual. These regulations need to be addressed should the properties have development planned within 75 feet (75') of these resources or their buffers. We did not identify any streams at the site. However there is a narrow drainage swale crossing the site and lacks the defined bank, scoured channel and was dried out on May 28th at the outlet pipes under Bernard Road Extension. The swale has many intermittent breaks without continuous flow therefore we do not believe the City's Standard 8.2.1 requiring one hundred foot (100') setbacks from streams would apply to this drainage swale. Fall Brook is approximately one quarter mile east and on the other side on Washington Avenue from this location. Fall Brook is part of the *Stream Overlay Zone* as depicted on the City's GIS Map.

A City, MDEP or USACE representative/s may be required to determine the permit/s needed for the proposed project. I can assist with environmental meetings with the City, MDEP or USACE if needed. We further recommend contacting Dig-Safe for underground utility locations, implementing Best Management Practices (BMP's) and compliance with all environmental regulations prior to any site work.

In the event you have any questions or need further assistance, please contact me at my office number 207 767 4200.

Respectfully Submitted,
STATEWIDE SURVEYS, INC



Dale A. Brewer
President

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT BY RULE NOTIFICATION FORM**

(For use with DEP Regulation, Chapter 305)

PLEASE TYPE OR PRINT IN BLACK INK ONLY

Name of Applicant: (owner)	Anthony J Napolitano		Name of Agent:	Anthony Napolitano	
Applicant Mailing Address:	56 Beaman RD		Agent Phone # (include area code):	207-899-5357	
Town/City:	Portland		PROJECT Information Name of Town/City:	Portland	
State and Zip code:	ME. 04103		Name of Wetland or Waterbody:		
Daytime Phone # (include area code):	207-899-5357		Map #:	CBL 437	Lot #: 59403
Detailed Directions to Site: LEFT From Conoco RD onto Washington Ave LEFT onto Beaman RD corner Beaman & Samuel RD Portland, ME 04103					
Description of Project:			GARAGE + DECK to existing House		
Part of a larger project? (check one) →	☐ Yes ☒ No	After the Fact? (check one) →	☐ Yes ☒ No	Check one → This project ☐ does (or) ☐ does not involve work below mean low water (average low water).	

PERMIT BY RULE (PBR) SECTIONS: (Check at least one)

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, have read and will comply with all of the standards in the Sections checked below.

- | | | |
|--|---|---|
| ☒ Sec. (2) Act. Adj. to Protected Natural Res. | ☐ Sec. (10) Stream Crossing | ☐ Sec. (17) Transfers/Permit Extension |
| ☐ Sec. (3) Intake Pipes | ☐ Sec. (11) State Transportation Facil. | ☐ Sec. (18) Maintenance Dredging |
| ☐ Sec. (4) Replacement of Structures | ☐ Sec. (12) Restoration of Natural Areas | ☐ Sec. (19) Activities in/on/over significant vernal pool habitat |
| ☐ Sec. (5) REPEALED | ☐ Sec. (13) F&W Creation/Enhance/Water Quality Improvement | ☐ Sec. (20) Activities in existing dev. areas located in/on/over high or moderate value inland waterfowl & wading bird habitat or shorebird nesting, feeding & staging areas |
| ☐ Sec. (6) Movement of Rocks or Vegetation | ☐ Sec. (14) REPEALED | |
| ☐ Sec. (7) Outfall Pipes | ☐ Sec. (15) Public Boat Ramps | |
| ☐ Sec. (8) Shoreline stabilization | ☐ Sec. (16) Coastal Sand Dune Projects | |
| ☐ Sec. (9) Utility Crossing | | |

I have attached the following required submittals. NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:

- ☒ Attach a check for \$70 made payable to: "Treasurer, State of Maine".
- ☒ Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ Attach Proof of Legal Name. If applicant is not an individual or municipality, provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>)
- ☒ Attach photos of the proposed site where activity will take place as outlined in PBR Sections checked above.
- ☐ Attach all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant:	<i>Anthony J Napolitano</i>	Date:	8/29/2013
----------------------------------	-----------------------------	-------	-----------

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. Work carried out in violation of any standard is subject to enforcement action.

AUGUSTA DEP
17 STATE HOUSE STATION
AUGUSTA, ME 04333-0017
(207)287-3901

PORTLAND DEP
312 CANCO ROAD
PORTLAND, ME 04103
(207)822-6300

BANGOR DEP
106 HOGAN ROAD
BANGOR, ME 04401
(207)941-4570

PRESQUE ISLE DEP
1235 CENTRAL DRIVE
PRESQUE ISLE, ME 04769
(207)764-0477

OFFICE USE ONLY	Ck.#	Date	Staff	Staff	After Photos
PBR #	5900	9/6/2013	JCK		
	76.00		9.9.13		

Mike Morse

Att. D

anthonymap1951@gmail.com

to brunonap@aol.com

Mon, Nov 18 5:25 PM

FW: 6 Samuel Road Shoreland Zone

Sent from Windows Mail

From: Barbara Barhydt

Sent: November 14, 2013 11:53 AM

To: anthonymap1951@gmail.com

Subject: Re: FW: 6 Samuel Road Shoreland Zone

Thank you Tony. You had forwarded and I have forwarded it to some of the staff at the Department of Public Services.

Barbara

Barbara Barhydt

Development Review Services Manager

Planning Division

389 Congress Street 4th Floor

Portland, ME 04101

(207) 874-8699

Fax: (207) 756-8256

bab@portlandmaine.gov

>>> <anthonymap1951@gmail.com> Thursday, November 14, 2013 11:45 AM >>>

Barbara

I wasn't sure that I had forward this e-mail from Mike Morse Shoreland Zoning Cord.

Sent from Windows Mail

From: Morse, Michael J

Sent: November 1, 2013 12:06 PM

To: 'anthonymap1951@gmail.com'

Subject: RE: 6 Samuel Road Shoreland Zone

Tony, thank you for checking in with us about your property. You are correct that in our review of GIS data we determined that the wetland complex adjacent to your property is less than 10 acres of non-forested wetland and therefore is not subject to State minimum shoreland zoning requirements. As such, the City of Portland is

not required to regulate the wetland, but the City may opt to do so- the City may be more restrictive than the State minimum requirements.

I recommend that you discuss the matter with the City to determine whether they are willing/interested in amending its shoreland zoning map. As a further suggestion, I have worked a lot with Bill Needelman, City Planner, over the years regarding shoreland zoning in Portland. I believe his approach has been to amend the City's zoning requirements to be in alignment with the State's minimum shoreland zoning requirements, and in many cases to be even less restrictive. I merely mention Mr. Needelman to you for you to consider contacting him regarding your situation. He works for the City at City Hall and has been very helpful and enjoyable to work with.

Thank you again for contacting us with your questions.

Mike Morse

*Mike Morse
MDEP
Asst. Shoreland Zoning Coordinator
312 Canco Rd, Portland, ME 04103
822-6328
822-6303 (fax)*

From: anthonyNap1951@gmail.com [mailto:anthonyNap1951@gmail.com]
Sent: Friday, November 01, 2013 11:59 AM
To: Morse, Michael J
Subject: RE: 6 Samuel Road Shoreland Zone

Second time.

From: anthonyNap1951@gmail.com
Sent: November 1, 2013 11:55 AM
To: michael.j.morse@maine.gov
Subject: 6 Samuel Road Shoreland Zone

Hi Mike,
Thanks for your call regarding the shoreland zone around 6 Samuel Rd. in Portland. Per our conversation, the property is not a 10 acre parcel nor is it forested, therefore the state does not consider it a shoreland zone area.

Thank you again for your attention to this matter. Feel free to call me if you need additional information.

Tony Napolitano
207-899-5357

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city

N.T.S.

●	IRON PIPE OR ROD FOUND
⊗	UTILITY POLE
☼	LIGHT POLE
○	MANHOLE
— x — x —	FENCE
— — —	OVERHEAD WIRES
— — —	WETLAND LINE
— — • — —	SETBACK LINE

LOT AREA WITHIN 75' SETBACK = 3,932 S.F.
 PROPOSED BUILDING EXPANSION
 WITHIN 75' SETBACK = 35 S.F.
 BUILDING EXPANSION = 0.89%

TOTAL VOLUME OF EXISTING HOUSE = 17,500 C.F.
VOLUME OF PROPOSED GARAGE
WITHIN 75' SETBACK = 472 C.F.
BUILDING EXPANSION IN SETBACK = 2.7%

1. "PLAN OF PROPERTY SECTION 'B' MEADOW VIEW PARK MADE FOR THE MINAT CORPORATION" BY CARL E. EMERY DATED SEPTEMBER 12, 1961 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 60 PAGE
2. "LOT PLAN OF MEADOW VIEW PARK OWNED BY THE MINAT CORPORATION" DATED JANUARY 16, 1956 BY CARL E. EMERY AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON APRIL 6, 1956 IN BOOK 45, PAGE 4.
3. PLAN OF LAND TITLED: "WASHINGTON PARK, PORTLAND, MAINE" DATED 1905 BY J.A. JONES, C.E. AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 10, PAGE 123.
4. CITY OF PORTLAND TAX MAPS.
5. "SITE PLAN ON BERNARD ROAD, PORTLAND, MAINE MADE FOR ROBERT NAPOLITANO BY OWEN HASKELL, INC. DATED OCT. 7, 2003.
6. "WETLAND SURVEY OFF BERNARD ROAD EXT. & 6 SAMUEL STREET, PORTLAND, ME" MADE FOR TONY NAPOLITANO BY STATE WIDE SURVEYS, INC, DATED JUNE 2013.

1. OWNER OF RECORD IS : NAPOLITANO ESTATES
14272/136

2. PARCEL IS SHOWN AS LOT 3 BLOCK C ON CITY OF PORTLAND'S ASSESSORS MAP 437.

3. PARCEL IS LOCATED WITHIN ZONE R-3:

MINIMUM LOT AREA: 6,500 SQ. FT.
MINIMUM STREET FRONTAGE: 50 FT.
MINIMUM FRONT YARD: PRINCIPAL OR ACCESSORY STRUCTURES: 25 FT.
MINIMUM REAR YARD:
PRINCIPAL OR ACCESSORY STRUCTURES WITH 100 SQ. FT.: 25 FT.
ACCESSORY DETACHED STRUCTURES WITH GROUND COVERAGE OF 100 SQ. FT. OR LESS: 5 FT.

MINIMUM SIDE YARD:
PRINCIPAL OR ACCESSORY STRUCTURES WITH 100 SQ. FT.:
1 STORY: 8 FT.
1-1/2 STORIES: 8 FT.
2 STORIES: 14 FT.
2-1/2 STORIES: 16 FT.

SIDE YARD ON SIDE STREET: 20 FT.

ACCESSORY DETACHED STRUCTURES WITH GROUND COVERAGE OF 100 SQ. FT. OR LESS: 5 FT.

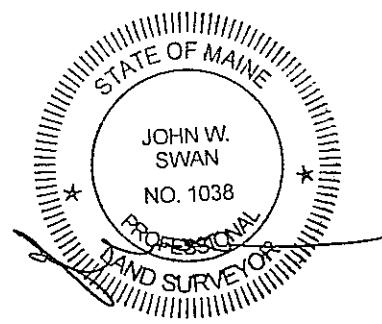
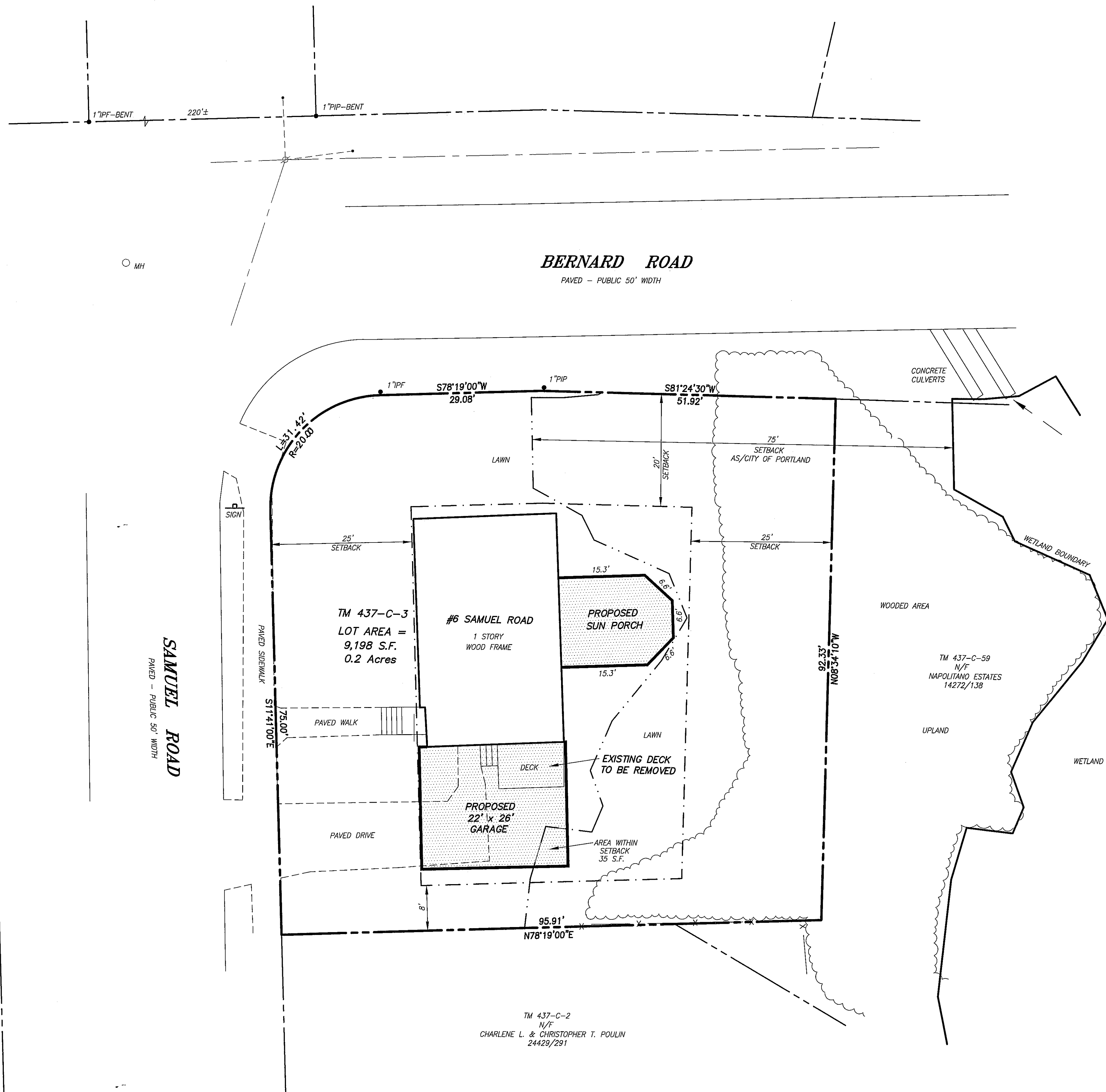
MAXIMUM LOT COVERAGE: 35 PERCENT OF LOT AREA

MAXIMUM STRUCTURE HEIGHT:
PRINCIPAL OR ACCESSORY ATTACHED STRUCTURE: 35 FT.
ACCESSORY DETACHED STRUCTURE: 18 FT.

THE PARCEL IS ALSO LOCATED IN THE SHORELAND OVERLAY ZONE. FOR ADDITIONAL ZONING INFORMATION SEE THE CITY OF PORTLAND CODE OF ORDINANCES.

4. BEARINGS ARE BASED ON PLAN REFERENCE 3.

A number line is shown with tick marks at 0, 5, 10, 20, and 40. A shaded region is indicated between the tick marks for 5 and 20.

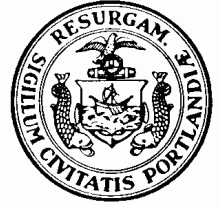


AT
6 SAMUEL ROAD, PORTLAND, MAINE
MADE FOR
ANTHONY NAPOLITANO
BERNARD ROAD, PORTLAND, MAINE 04103

 **OWEN HASKELL, INC.**
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By	RRL	Date	Job No.
Trace By	RRL	SEPT. 5, 2013	2013-133 P
Check By	JWS	Scale	Drwg. No.
Book No.	-	1" = 10'	1

PLANNING BOARD REPORT PORTLAND, MAINE



ATT Telecommunications Facility
Vicinity of 636 Riverside Street

Amendment to an Approved Subdivision Plat to add access and utility easement
(and Administrative Authorization re Site Plan)
Project ID 2014-042; 2014-043

New Cingular Wireless PCS LLC d/b/a AT&T Mobility LLC

Submitted to: Portland Planning Board: Public Hearing Date: May 6 th , 2014	Prepared by: Jean Fraser, Planner Date: May 2 nd , 2014
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I. INTRODUCTION

New Cingular Wireless PCS, LLC has requested Planning Board approval to amend the recorded subdivision plat for the Riverside (industrial) Subdivision. The amendment documents a new access and utility easement through Lot #3 (Lucas Tree) between the area to be leased by ATT for a 120 foot tall telecommunications tower and Riverside Street.

The amended subdivision plat is being brought to the Planning Board as a Level III review as an amended subdivision plan because the city's ordinance, under Subdivision 14-496 (c), specifically requires an alteration to an approved recording plat to be submitted to the Planning Board where an alteration will "...affect any street, alley, utility easement or drainage easement".

The area of the compound for the 120 foot tall tower is shown in red outline in the aerial to the right, and the tower/ compound /development itself triggers Site Plan Administrative Authorization. The primary focus for the Board is the plat amendment, but this report includes and considers all of the submitted information regarding the proposed tower /compound site plan and the amended subdivision plat as they are inter-related.



Based on City of Portland GIS and 2012 aerial photographs

A notice of this hearing was sent to 81 property owners within 1000 feet and interested citizens, and appeared in the April 28th and 29th, 2014 editions of the *Portland Press-Herald*. A Neighborhood Meeting is not required for this project. One public comment has been received from the owner of Lot #2 in the Riverside Subdivision (PC1).

II. PROJECT DATA

Existing Zoning: I-H Industrial Zone
Existing Use: Unused area within Lucas Tree lot
Proposed Use: Enclosed compound for telecommunications monopole tower and associated generator and equipment shelter
Parcel Size: Lot #3 is 174,313 sq ft; the tower compound is 90ft by 90 ft (8100 sq ft)

III. BACKGROUND

The proposed tower and associated compound is proposed to be located on land leased from Lucas Tree and located at the rear corner of the Lucas Tree parcel which is Lot #3 of the Riverside Subdivision. The Recorded Plat 2012 for that subdivision is Plan P1. The Riverside Subdivision covers a 53.81acre area that was previously all City land and subdivided to create development lots. It includes a protected conservation area of 33 acres along the rear. Lots 2 and 3 are developed and now privately held, and the remaining area between those lots and the conservation area is

potentially developable with a joint access identified through lots #2 and #3. The Subdivision is also subject to a "Sidewalk and Driveway Plan" (referenced in a note on the recorded plat) that requires closure of some access points if others are opened or new users are added in the future. This was advised by staff to the applicant as it is not known how this may play out and whether it will affect the ATT site.

IV. PROPOSALS

- a. The proposed plat amendment (Plan P2) relates to an access and utility easement required as part of the proposed ATT tower development. The amended plat shows just a part of the original recorded subdivision plat (Lot #3) to identify the location of the new easement, add a note regarding the easement (note #9) and add a note (Note #12) regarding its potential relocation in the event that access arrangements are modified in the future to address the note on the recorded plat. The metes and bounds of the easement are listed in a table on the amended plat.
- b. The site plan proposals comprise (see Attachment J and Plans P3 to P7):
 - Easement 20 feet in width and approximately 500 feet long over existing paved/graveled area between Riverside Street and the proposed tower compound near the rear of Lot #3 (which requires the amended plat);
 - 90' by 90' compound, enclosed by chain link fence topped by barbed wire, to enclose:
 - 120' high telecommunications monopole with 12 panel type antennae mounted at 115 ft;
 - An 11'5" by 16' equipment shelter on a concrete pad;
 - An 50kW diesel generator for back up power.

The applicants submittal documents largely include supporting applications and documents, along with an analysis of how these proposals meet site plan submission and zoning requirements (Attachments K and L) and detailed specifications (Attachments M, N and O).

V. STAFF REVIEW

It should be noted that this Level III review relates to the subdivision plat. The leased lot for the ATT tower does not comprise a subdivision of land, as confirmed in recent Maine case law, and therefore the subdivision standards do not apply except in relation to the information contained on the recording plat. The proposals would not be required to meet Level III site plan standards unless there is some aspect on the list of Administrative Authorization criteria (see Attachment B) that need to be addressed.

- a. Amended Subdivision plat: The plat has been reviewed by the Associate Corporation Counsel, Public Services Department and Planning Division and is considered acceptable. Both the plat and the lease address the issue of a possible future modification to the access arrangements for this subdivision.
- b. Administrative Authorization
 - i. Zoning: The applicant has submitted a zoning analysis (Attachment L) and the Zoning Administrator has indicated that the proposals do not raise any zoning issues. A memo of confirmation from the Zoning Administrator will be available at the hearing.
 - ii. Site Plan: Under the Administrative Authorization process a project is exempt from review against the site plan standards if it meets the criteria listed in the ordinance and on the application (see Attachment D). In this case staff consider that the all but the last criteria have been met. The last criteria states: "*Are there any noise, vibration, glare, fumes or other impacts?*"

Staff consider that a 120 foot high monopole with electrical equipment mounted at the top and a diesel generator at the base could potentially have some impacts, such as on birds, aviation, noise from the generator, electrical interference, visual intrusion etc. Each of these has been investigated and staff suggest that the Administrative Authorization include conditions of approval as noted below:

- Impact on birds: the submissions include a federal level "NEPA" (National Environmental Policy Act) Screening Report (Attachment P) and part of that report (3.3) confirms that consultations with state and federal agencies indicate that this would not be an issue. It should be noted that there are no guy wires for this type of tower;

- Aviation: In Attachment K the applicant indicates that because the monopole is below 200 feet that this is not an issue. The applicant has sent the FAA document that confirms the status (Att. Q);
- Noise from generator: The applicant has stated that this is a back up generator (Attachment J). Staff are aware that such generators usually require regular testing and staff propose to impose the standard condition regarding generator testing (limits to week days and daytime hours);
- Electrical Interference: The applicant has confirmed in Attachment L (first page) that the operation will comply with the zoning requirement that there be no electrical interference. Staff will highlight that requirement in the Administrative Authorization sign off;
- Visual Intrusion: The NEPA report in Attachment P also includes photographs looking towards the site and aerial photographs that show the area is surrounded by a large area of mature trees and conservation land and deep within the IH and IM zones along the west side of Riverside Street. The tower would be 700 feet from the nearest boundary of the R5 zone and about 600 feet from 2 homes that are on Riverside Street (within the IM zone). The proposed monopole is 120 feet high, which (for reference purposes) is 20 feet higher than the light poles along Rte I-295. Staff have concluded that the tower would not be prominent and that this site is appropriate for the proposed monopole tower.

VI. PUBLIC COMMENTS

One public comment has been received from the owner of Lot #2 of the Riverside Subdivision, Ms Suzan Elichaa of *Solaris* (PC1). She has raised concerns regarding the possibility of the tower falling on her property, possible noise from the generator, and the tower transmissions potentially interfering with their electronics/reception or posing health risks.

The base of the proposed 120 ft tower is at least 300 feet from the nearest corner of Lot #2, so Lot #2 is outside of the potential “fall zone”. The tower project is subject to a building permit and the building review would ensure it is constructed to meet structural and wind load requirements.

The other two concerns raised by Ms Elichaa have been addressed above under “Staff Review” (last section) except the question of health risks. The applicant will address that question at the hearing.

VII. MOTIONS FOR THE BOARD TO CONSIDER

On the basis of application, plans, reports and other information submitted by the applicant and on the basis of the findings and recommendations contained in the Planning Board Report for project #2014-042 and #2014-043 (Telecommunication Facility at 636 Riverside Street), as relevant to standards for subdivision plat amendments and site plan administrative authorization, and other regulations and the testimony presented at the Planning Board hearing as follows:

- a. The Planning Board finds that the proposed Amendment to the Approved Subdivision Plat, which amends Lot #3 of the 2010 Riverside Subdivision Plat to add an access and utility easement, **is / is not** in conformance with the subdivision standards of the City’s Land Use Ordinance; and
- b. The Planning Board finds the site plan proposals **are / are not** generally acceptable, subject to final staff review and approval with conditions (eg re generators) under the Administrative Authorization process.

ATTACHMENTS

Report attachments

1. Legal comments 4.30.2014
2. DPS comments 5.1.2014
3. Zoning comments (will be available at the Hearing)

Public comments

PC1 Owner of lot #2 in subdivision Suzan Elichaa

Applicant’s Submittal

- A. Application (Level III) for Amended Subdivision Plat
- B. Application for Administrative authorization

- C. Lease
- D. Table of contents
- E. Letter of authorization
- F. FAA 1-A Survey Certification
- G. FCC License
- H. Certificate of Good Standing
- I. Abutters List
- J. Narrative Description of Proposal
- K. Narrative re Level III Site Plan standards
- L. Narrative re I-H Zone Performance Standards
- M. Equipment Shelter Specs
- N. Antenna Specs
- O. Generator specs
- P. National Environmental Policy Act (NEPA) Screening document
- Q. Further information re FAA requirements

Plans

- P 1 Original 2010 Recorded Subdivision Plat for all lots
- P 2 Amended Subdivision Plat in respect of Lot #3
- P 3 Title sheet
- P 4 Cover Sheet
- P 5 Existing Conditions Plan
- P 6 Site Plan
- P 7 Compound Plan

From: Jennifer Thompson
To: Jean Fraser
Date: 4/30/2014 12:31 PM
Subject: Original recorded plat re 636 Riverside RE: AT&T Telecommunications Facility

Jean -this looks fine to me. The easement is referenced in the title and although I'd probably like to see Note 1 include depiction of the new easement, I'm not terribly concerned about that. It's shown on the Plat.

>>> Jean Fraser 4/29/2014 11:46 AM >>>
Hi

This is the original recording plat (as recorded) for the subdivision that ATT now are requesting to be amended to add an easement for ATT- I already sent you the amendment plat (but attach it again)so please read and review the two together..

This is scheduled for Hearing next Tuesday and I have to complete the report on Thursday this week- I anticipate a condition asking for some amendments to the proposed amendment plat but if there are serious issues we need to discuss at Dev Rev tomorrow please.

Both this original plat and the proposed plat are in e-plan- 2014-043.

Many thanks
Jean

>>> "Gayle Witham" <gwitham@hobbinslaw.com> 4/29/2014 9:35 AM >>>

Morning Jean,

Please see the attached.

Thank you.

Gayle Witham, Paralegal
Law Offices of Barry J. Hobbins, PA
Northland Title Company, LLC
74 Beach Street
Saco, Maine 04072
(207) 282-5985
(207) 282-5986 (fax)

From: William Clark
To: David Margolis-Pineo
CC: Jean Fraser
Date: 5/1/2014 2:53 PM
Subject: Re: Fwd: Any comments on 636 Riverside amended Plat

Plan looks good and clean.

Bill

>>> David Margolis-Pineo May 1, 2014 11:15 AM >>>

Bill, I'm good on my end. I'd like to give this a quick sign off. You good?

>>> Jean Fraser 5/1/2014 11:01 AM >>>



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level II: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: ME5372 Lucas Tree

PROPOSED DEVELOPMENT ADDRESS:

636 Riverside St., Portland, ME

PROJECT DESCRIPTION:

Please see Exhibit 3: Project Narrative

CHART/BLOCK/LOT: 323-A-008

PRELIMINARY PLAN _____ (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer New Cingular Wireless PCS LLC Name: d/b/a Business Name, if applicable: AT&T Mobility LLC Address: 550 Cochituate Rd. City/State: Framingham, MA Zip Code: 01701	Applicant Contact Information Work # Home# Cell # Fax# e-mail:
Owner – (if different from Applicant) Name: Addison Capital, LLC Address: 2 Shady Lane City/State: Falmouth, ME Zip Code: 04105	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Barry J. Hobbins Name: Law Offices of Barry J. Hobbins, P.A. Address: 74 Beach St. City/State: Saco, ME Zip Code: 04072	Agent/Representative Contact information Work # 207 282-5985 Cell # 207 229-8996 e-mail: bhobbins@hobbinslaw.com
Billing Information Name: Address: City/State : Zip Code:	Billing Information Work # Cell # Fax# e-mail:

Engineer Name: NB+C Engineering Services, LLC. Address: 1777 Sentry Parkway West Dublin Hall, Suite 210 City/State: Blue Bell, PA Zip Code: 19422	Engineer Contact Information Work # (267) 460-0122 Cell # Fax# e-mail:
Surveyor Name: Promised Land Survey Address: 230 Rockingham Road City/State: Derry, NH Zip Code: 03038	Surveyor Contact Information Work # (603) 432-2112 Cell # Fax# (603) 432-8800 e-mail:
Architect Name: Address: City/State: Zip Code:	Architect Contact Information Work # Cell # Fax# e-mail:
Attorney Name: Address: City/State: Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews) ☒ Less than 50,000 sq. ft. (\$500.00) ☐ 50,000 - 100,000 sq. ft. (\$1,000) ☐ 100,000 - 200,000 sq. ft. (\$2,000) ☐ 200,000 - 300,000 sq. ft. (\$3,000) ☐ over 300,000 sq. ft. (\$5,000) ☐ Parking lots over 11 spaces (\$1,000) ☐ After-the-fact Review (\$1,000.00 plus applicable application fee) Plan Amendments (check applicable reviews) ☐ Planning Staff Review (\$250) ☒ Planning Board Review (\$500) The City invoices separately for the following: • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	Other Reviews (check applicable reviews) ☐ Traffic Movement (\$1,000) ☐ Stormwater Quality (\$250) ☐ Subdivisions (\$500 + \$25/lot) # of Lots x \$25/lot = ☐ Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots x \$200/lot = ☐ Other ☐ Change of Use ☐ Flood Plain ☐ Shoreland ☐ Design Review ☐ Housing Replacement ☐ Historic Preservation
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APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).
2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

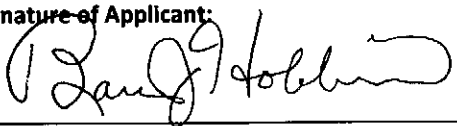
Refer to the application checklist for a detailed list of submission requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site <http://www.portlandmaine.gov/citycode/chapter014.pdf>

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 4/7/14
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	approximately 174,313 sq. ft.
Proposed Total Disturbed Area of the Site	11,912 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	158,056 sq. ft.
Impervious Area (Total Proposed)	11,912 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	sq. ft.
Building Footprint (Total Proposed)	sq. ft.
Building Floor Area (Total Existing)	sq. ft.
Building Floor Area (Total Proposed)	276 sq. ft.
Zoning	
Existing	I-H Industrial Zone
Proposed, if applicable	
Land Use	
Existing	Commercial
Proposed	Commercial
Residential, If applicable	N/A
# of Residential Units (Total Existing)	
# of Residential Units (Total Proposed)	
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	
Proposed Bedroom Mix	N/A
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	N/A
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	
# of Handicapped Spaces (Total Proposed)	
Bicycle Parking Spaces	N/A
# of Bicycle Spaces (Total Existing)	
# of Bicycle Spaces (Total Proposed)	
Estimated Cost of Project	\$350,000 to \$500,000.00



PORTLAND MAINE

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Jeff Levine, AICP, Director
Director of Planning and Urban Development

Tammy Munson
Director, Inspections Division

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no permit application can be reviewed until payment of appropriate permit fees are ***paid in full*** to the Inspections Office, City of Portland Maine by method noted below:

- ☐ Within 24-48 hours, once my complete permit application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.
- ☒ Within 24-48 hours, once my permit application and corresponding paperwork has been electronically delivered, I intend to **hand deliver** a payment method to the Inspections Office, Room 315, Portland City Hall.
- ☐ I intend to deliver a payment method through the U.S. Postal Service mail once my permit paperwork has been electronically delivered.

Applicant Signature:

I have provided digital copies and sent them on:

Date:

4/7/14

Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means ie; a thumb drive or CD to the office.

Room 315 - 389 Congress Street- Portland, Maine 04101 (207) 874-8703 - Fax: 874-8716 - TTY: 874-8936



Administrative Authorization Application

Portland, Maine

Planning and Urban Development Department, Planning Division

PROJECT NAME: ME5272 Lucas Tree

PROJECT ADDRESS: 636 Riverside Street

CHART/BLOCK/LOT: 323-A-008

APPLICATION FEE: ✓ (\$50.00)

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of the Proposal/Development)

Please see Exhibit 3 Narrative and Exhibit 4 Site Plans

CONTACT INFORMATION:

OWNER/APPLICANT New Cingular Wireless PCS LLC
d/b/a AT&T Mobility LLC

Name: _____

Address: 550 Cochituate Road
Framingham, MA 01701

Work #: _____

Cell #: _____

Fax #: _____

Home #: _____

E-mail: _____

CONSULTANT/AGENT

Name: Barry J. Hobbins

Address: Law Offices of Barry J. Hobbins, P.A.
74 Beach St., Saco, ME 04072

Work #: 207 282-5985

Cell #: 207 229-8996

Fax #: 207 282-5986

Home #: _____

E-mail: bhobbins@hobbinslaw.com

Criteria for an Administrative Authorization:
(see section 14-523(4) on pg .2 of this appl.)

Applicant's Assessment
Y(yes), N(no), N/A

- a) Is the proposal within existing structures? _____
- b) Are there any new buildings, additions, or demolitions? _____
- c) Is the footprint increase less than 500 sq. ft.? _____
- d) Are there any new curb cuts, driveways or parking areas? _____
- e) Are the curbs and sidewalks in sound condition? _____
- f) Do the curbs and sidewalks comply with ADA? _____
- g) Is there any additional parking? _____
- h) Is there an increase in traffic? _____
- i) Are there any known stormwater problems? _____
- j) Does sufficient property screening exist? _____
- k) Are there adequate utilities? _____
- l) Are there any zoning violations? _____
- m) Is an emergency generator located to minimize noise? _____
- n) Are there any noise, vibration, glare, fumes or other impacts? _____

N
Y
Y
N/A
N/A
N/A
N
N
N
Y
Y
N
Y
N

Signature of Applicant: _____

Date: _____

4/7/14

IMPORTANT NOTICE TO APPLICANT: The granting of an Administrative Authorization to exempt a development from site plan review does not exempt this proposal from other required approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (207)874-8703, to determine what other City permits, such as a building permit, will be required.

Market: New England
Cell Site Number: ME5372SB
Cell Site Name: Lucas Tree
Fixed Asset Number: 12934660

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Addison Capital, LLC, a limited liability company, having a mailing address of 2 Shady Lane, Falmouth ME 04105 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 636 Riverside Street, in the County of Cumberland, State of Maine (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 8100 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**") for the placement of Tenant's Communication Facility.
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the leased Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies

with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [REDACTED] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the [REDACTED] [REDACTED] paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were received -; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes

Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) - months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage

pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“Access”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant’s damages until Landlord cures such default. Landlord and Tenant agree that Tenant’s damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant’s reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference

with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, provided that the assignee or sublessee assumes, recognizes and also agrees to become responsible to Landlord for the performance of all terms and conditions of this Agreement to the extent of such assignment or sublease. Upon notification to Landlord by Tenant of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ME5372SB; Cell Site Name: Lucas Tree____ (ME)
Fixed Asset No.: 12934660
575 Morosgo Drive
13-F West Tower

Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: ME5372SB; Cell Site Name: Lucas Tree (ME)
Fixed Asset No.: 12934660
208 Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Addison Capital LLC
2 Shady Lane
Falmouth, ME 04105

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be

deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. Provided Landlord has paid any assessment not timely delivered to Tenant as described in this Section 21(b), the failure to timely deliver the notice of assessment shall not constitute a default under this Agreement. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site # ME5372SB ; Cell Site Name: Lucas Tree (ME)
Fixed Asset No: 12934660
575 Morosgo Drive
13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. REVENUE SHARE. In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator (“**Collocator**”), Tenant shall remit [REDACTED] out of the amount collected by Tenant from such Collocator (the “**Collocator Rent**”) to Landlord (the “**Landlord’s Revenue Share**”). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant’s sole discretion. In calculating the amount of Landlord’s Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord’s Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord’s Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or mark up payable to Landlord. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord’s Revenue Share for each Collocator. Tenant’s obligation to pay Landlord’s Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord’s Revenue Share shall be prorated for partial periods. Landlord’s Revenue Share shall be subject to the same Rent escalation described in Section 4(b) of this Agreement.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Addison Capital, LLC,
a limited liability company

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer, manager or agent, title of officer,
manager or agent) of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware
limited liability company, on behalf of the limited liability company.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

LANDLORD ACKNOWLEDGMENT

1. Individual. For an individual acting in his own right:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of person acknowledged).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

2. Corporation. For a corporation:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer or agent, title of officer or agent) of
_____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the
corporation.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

3. Partnership. For a partnership:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of acknowledging partner or agent), partner (or agent)
on behalf of _____ (name of partnership), a partnership.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

4. Principal. For an individual acting as principal by an attorney in fact:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ (date) by _____ (name of attorney in fact) as attorney in fact on behalf
of _____ (name of principal).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

5. Public officer. By any public officer, trustee or personal representative:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name and title of position).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 5

to the Land Lease Agreement dated _____, 20____, by and between Addison Capital, LLC, a limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Doc# 56936 Bk#28176 Pg# 19

Schedule A

October 7, 2010

DEED DESCRIPTION FOR CITY OF PORTLAND, MAINE

2010-029P Riverside Subdivision – Lot 3

A certain lot or parcel of land situated on the westerly side of Riverside Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of lot herein and being Lot 3 as shown on "Recording Plat Riverside Subdivision City of Portland, Maine Sept. 1, 2010 Owen Haskell, Inc. Job No. 2010-029P";

Thence, southerly along the westerly sideline of Riverside Street along a curve to the left having a radius of 990.18 feet an arc length of 42.50 feet;

Thence, S 10° 57' 41" W along the westerly sideline of said Riverside street 50.08 feet;

Thence, southerly along the westerly sideline of said Riverside Street along a curve to the left having a radius of 2161.08 feet an arc length of 85.60 feet;

Thence, N 11° 10' 09" E along said street 135.88 feet to lot 4 as shown on said plan;

Thence, the following courses and distances along Lot 4:

N 78° 49' 51" W a distance of 534.92 feet;

N 11° 10' 09" E a distance of 337.50 feet;

S 79° 21' 16" E a distance of 254.83 feet;

S 10° 38' 44" W a distance of 26.77 feet;

S 79° 00' 30" E a distance of 282.12 feet to the westerly sideline of said Riverside Street and the point of beginning, containing 4.00 Acres.

Received
Recorded Register of Deeds
Oct. 15, 2010 02:28:16P
Cumberland County
Pamela E. Lovley

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

November 7, 2013

Building Staff / Security Staff
Lucas Tree
636 Riverside Street
Portland, ME 04103

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

Kristen LeDuc

NB&C

153 Northboro Road

Southboro, MA 01772

Return to:

Kristen LeDuc

8 Brentwood Circle

Danvers, MA 01923

Re: Cell Site #: ME5372; Cell Site Name: Lucas Tree
Fixed Asset Number: 12934660
State: Maine
County: Cumberland

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between Addison Capital, LLC, a limited liability company having a mailing address of 2 Shady Lane, Falmouth ME 04105 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324(hereinafter referred to as “**Tenant**”).

1. Landlord and Tenant entered into a certain Land Lease Agreement (“**Agreement**”) on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Addison Capital, LLC,
a limited liability company

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer, manager or agent, title of officer,
manager or agent) of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware
limited liability company, on behalf of the limited liability company.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

LANDLORD ACKNOWLEDGMENT

1. Individual. For an individual acting in his own right:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of person acknowledged).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

2. Corporation. For a corporation:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer or agent, title of officer or agent) of
_____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the
corporation.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

3. Partnership. For a partnership:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of acknowledging partner or agent), partner (or agent)
on behalf of _____ (name of partnership), a partnership.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

4. Principal. For an individual acting as principal by an attorney in fact:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ (date) by _____ (name of attorney in fact) as attorney in fact on behalf
of _____ (name of principal).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

5. Public officer. By any public officer, trustee or personal representative:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name and title of position).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____

to the Memorandum of Lease dated _____, 20____, by and between Addison Capital, LLC _____, a _____, limited liability company as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table> <table border="1"><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>	Social security number													-					Employer identification number													-				
Social security number																																					
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Employer identification number																																					
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	<table border="1"><tr><td>Sign Here</td><td>Signature of U.S. person ▶</td><td>Date ▶</td></tr></table>	Sign Here	Signature of U.S. person ▶	Date ▶
Sign Here	Signature of U.S. person ▶	Date ▶		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Kristen LeDuc
8 Brentwood Circle
Danvers, MA 01923

Cell Site No: 5372SB
Cell Site Name: Lucas Tree
Fixed Asset Number: 12934660
State: Maine
County: Cumberland

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the last of the signature dates below, between Gorham Savings Bank having its principal office at 64 Main Street, Gorham, ME 04038, (hereinafter called "**Mortgagee**") and Addison Capital LLC, a limited liability company having its principal office/residing at 2 Shady Lane, Falmouth, ME 04105 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Moroso Drive, 13-F West Tower, Atlanta, GA 3032412555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "**Tenant**").

W I T N E S S E T H :

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____; and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured

thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the last signature date below.

LANDLORD: Addison Capital, LLC,
a limited liability company

By: _____
Name: _____
Title: _____
Date: _____

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGMENTS

LANDLORD

1. Individual. For an individual acting in his own right:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of person acknowledged).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

2. Corporation. For a corporation:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer or agent, title of officer or agent) of
_____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the
corporation.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

3. Partnership. For a partnership:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
(date) by _____ (name of acknowledging partner or agent), partner (or agent)
on behalf of _____ (name of partnership), a partnership.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

4. Principal. For an individual acting as principal by an attorney in fact:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ (date) by _____ (name of attorney in fact) as attorney in fact on behalf
of _____ (name of principal).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

5. Public officer. By any public officer, trustee or personal representative:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name and title of position).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

TENANT

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer, manager or agent, title of officer,
manager or agent) of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a Delaware
limited liability company, on behalf of the limited liability company.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

MORTGAGEE

1. Individual. For an individual acting in his own right:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of person acknowledged).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

2. Corporation. For a corporation:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
(date) by _____ (name of officer or agent, title of officer or agent) of
_____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the
corporation.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

3. Partnership. For a partnership:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
(date) by _____ (name of acknowledging partner or agent), partner (or agent)
on behalf of _____ (name of partnership), a partnership.

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

4. Principal. For an individual acting as principal by an attorney in fact:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ (date) by _____ (name of attorney in fact) as attorney in fact on behalf
of _____ (name of principal).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

5. Public officer. By any public officer, trustee or personal representative:

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
(date) by _____ (name and title of position).

(Signature of person taking acknowledgment)

(Title or rank)

(Serial number, if any)

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

Doc# 56936 Bk:28176 Pg: 19

Schedule A

October 7, 2010

DEED DESCRIPTION FOR CITY OF PORTLAND, MAINE

2010-029P Riverside Subdivision – Lot 3

A certain lot or parcel of land situated on the westerly side of Riverside Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of lot herein and being Lot 3 as shown on "Recording Plat Riverside Subdivision City of Portland, Maine Sept. 1, 2010 Owen Haskell, Inc. Job No. 2010-029P";

Thence, southerly along the westerly sideline of Riverside Street along a curve to the left having a radius of 990.18 feet an arc length of 42.50 feet;

Thence, S 10° 57' 41" W along the westerly sideline of said Riverside street 50.08 feet;

Thence, southerly along the westerly sideline of said Riverside Street along a curve to the left having a radius of 2161.08 feet an arc length of 85.60 feet;

Thence, N 11° 10' 09" E along said street 135.88 feet to lot 4 as shown on said plan;

Thence, the following courses and distances along Lot 4:

N 78° 49' 51" W a distance of 534.92 feet;

N 11° 10' 09" E a distance of 337.50 feet;

S 79° 21' 16" E a distance of 254.83 feet;

S 10° 38' 44" W a distance of 26.77 feet;

S 79° 00' 30" E a distance of 282.12 feet to the westerly sideline of said Riverside Street and the point of beginning, containing 4.00 Acres.

Received
Recorded Register of Deeds
Oct 15, 2010 02:26:16P
Cumberland County
Pamela E. Lovley

TABLE OF CONTENTS

APPLICATION
FOR A
TELECOMMUNICATIONS FACILITY
LOCATED AT
636 RIVERSIDE STREET, PORTLAND ME

EXHIBIT #	DESCRIPTION OF EXHIBIT
1.	APPLICATIONS (ADMINISTRATIVE AUTHORIZATION AND LEVEL III SITE PLAN)
2.	LETTER OF AUTHORIZATION
3.	PROJECT NARRATIVE
4.	SITE PLANS
5.	AMENDED SUBDIVISION PLANS
6.	RIGHT, TITLE OR INTEREST (LEASE)
7.	LIST OF ABUTTERS
8.	GENERAL SUBMISSIONS - LEVEL III SITE PLAN
9.	PERFORMANCE STANDARDS - I-H INDUSTRIAL ZONE
10.	FCC LICENSE
11.	FAA 1-A SURVEY CERTIFICATION
12.	CERTIFICATE OF GOOD STANDING
13.	ANTENNA SPECIFICATIONS
14.	DIESEL GENERATOR SPECIFICATIONS
15.	EQUIPMENT SHELTER SPECIFICATIONS
16.	NEPA
17.	PHOTO SIMS

LETTER OF AUTHORIZATION

Site Name/Number: ME5372 Lucas Tree

Property Address: 636 Riverside Street, Portland, ME (the "Property")

Applicant: New Cingular Wireless PCS, LLC

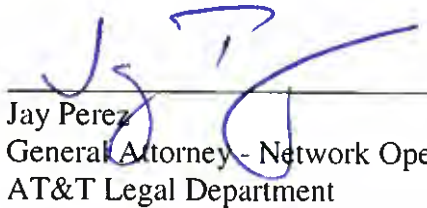
Dear Honorable Members of the Planning Board:

I am in-house counsel with AT&T. AT&T operates its wireless business through its indirectly wholly-owned subsidiary New Cingular Wireless PCS, LLC. Please be advised that *New Cingular Wireless PCS, LLC* has authorized Barry J. Hobbins, Esq., of The Law Offices of Barry J. Hobbins, P.A. to act as its agent in the signing and submission of the required applications and documents, as well as to represent our company before the City of Portland Planning Board during the associated proceedings and hearings regarding the above referenced proposed telecommunications facility.

This authorization relates only to the applications submitted by Barry J. Hobbins on behalf of *New Cingular Wireless PCS, LLC* regarding the proposed telecommunications facility.

Thank you for your anticipated cooperation in this matter.

Respectfully,



Jay Perez
General Attorney - Network Operations
AT&T Legal Department

FAA 1-A SURVEY CERTIFICATION

Applicant: AT&T
550 Cochituate Road
Framingham, MA 01701

Site Name: Lucas Tree

Site Number: ME5372

Site Address: 636 Riverside St.
Portland, ME 04103

Horizontal Datum: ☒ GPS survey ☐ Ground survey

Vertical Datum: NAVD 1988 (AMSL) ☒ GPS survey ☐ Ground survey

Structure Type: ☒ New Tower ☐ Existing Tower ☐ Roof Top
☐ Water Tank ☐ Smoke Stack ☐ Other _____

Latitude: 43°41'52.7722" STATE PLANE (MAINE WEST) NAD83

Longitude: -070°19'32.8017" STATE PLANE (MAINE WEST) NAD83

Ground Elevation: 65.7' AMSL Elevation (in feet)

Highest Point on Existing Structure: _____ AMSL Elevation (in feet)

Certification: I certify that the latitude and longitude are accurate to within +/- 20 feet horizontally and that the ground elevation is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are expressed in terms of degrees, minutes, seconds and tenths of seconds. The vertical datum (heights) are expressed in terms of feet.

Company: Promised Land Survey, LLC

Professional Surveyor: Timothy A. Peloquin, LLS

Date: January 15, 2014

SIGNATURE/SEAL

Cellular License - KNKA708 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKA708	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular
Market			
Market	CMA152 - Portland, ME	Channel Block	A
Submarket	0	Phase	2
Dates			
Grant	11/06/2007	Expiration	10/01/2017
Effective	02/13/2014	Cancellation	
Five Year Buildout Date			
07/01/1993			
Control Points			
1	157 HIGH STREET, PORTLAND, ME		
2	12 SAUNDERS WAY, WESTBROOK, ME		
Licensee			
FRN	0003291192	Type	Limited Liability Company
Licensee			
NEW CINGULAR WIRELESS PCS, LLC 3300 E. Renner Road, B3132 Richardson, TX 75082 ATTN Reginald Youngblood		P:(855)699-7073 F:(972)907-1131 E:FCCMW@att.com	
Contact			
AT&T MOBILITY LLC Michael P Goggin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin		P:(202)457-2055 F:(202)457-3073 E:michael.p.goggin@att.com	
Ownership and Qualifications			
Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes
Alien Ownership The Applicant answered "No" to each of the Alien Ownership questions.			
Basic Qualifications The Applicant answered "No" to each of the Basic Qualification questions.			
Demographics			
Race			
Ethnicity		Gender	

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of qualification of foreign limited liability companies in this State and annual reports filed by the same.

I further certify that NEW CINGULAR WIRELESS PCS, LLC, a DELAWARE limited liability company, is a duly qualified foreign limited liability company under the laws of the State of Maine and that the application for authority to transact business in this State was filed on August 27, 2010.

I further certify that said foreign limited liability company has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the authority to transact business in this State and that according to the records in the Department of the Secretary of State, said foreign limited liability company is a legally existing limited liability company in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this twenty-first day of February 2014.



A handwritten signature in black ink, appearing to read "Matthew Dunlap", written over a horizontal line.

Matthew Dunlap
Secretary of State

Abutters List

**636 Riverside St
Portland, ME 04103
January 16, 2014
Map 323 Lot A008**

	Map	Lot	Owner
Land Owner	323	A-008	Addison Capital, LLC 2 Shady Ln Flamouth, ME 04105
Abutters	323	A-003, & A-005	N/F City of Portland 389 Congress St Portland, ME 04101
	322	A-001	N/F Ananta, LLC 9 Brook Rd Falmouth, ME 04101
	311	A-008	N/F Skinner, Daniel H. (K W Vet) & Yvonne I. JTS 619 Riverside St Portland, ME 04103
	311	A-009	N/F Skinner, Daniel Trustee 625 Riverside St Portland, ME 04103
	311	A-011	N/F Libby, Mark S. 639 Riverside St Portland, ME 04103
	311	A-006	N/F Porter Drywall Inc. 299 Presumpscot St Portland, ME 04103

EXHIBIT 3

PROJECT NARRATIVE

PROPOSAL TO CONSTRUCT A
TELECOMMUNICATIONS FACILITY
AT
636 RIVERSIDE STREET, PORTLAND, ME

In order to meet the radio frequency coverage objectives in the City of Portland, applicant New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, LLC (“AT&T”) submits this proposal to construct a telecommunications facility at 636 Riverside Street, Portland, Maine.

AT&T’s proposal consists of a 20’ wide access/utility easement from Riverside Street to access the compound site location. The 90’ by 90’ gravel compound will be surrounded by a 7’ high chain link fence with 1’ of barbed wire. The proposal will consist of five elements contained within the compound; 1) a 120’ telecommunications tower (“monopole”); 2) wireless telecommunication antenna panels; 3) radio electronics equipment installed in a pre-fabricated 11’ by 11’ shelter; 4) a Diesel Generator; and 5) the running of coaxial cables from the antennas to the equipment shelter. These elements are briefly described below.

Monopole. The proposed telecommunications monopole will be 120’ in height as shown in **Exhibit 4: Site Plans**.

Antennas. Twelve panel type antennas (four per sector) would be mounted at the 11’ level of the proposed 120’ monopole tower. See **Exhibit 4: Site Plans and Exhibit 13: Antenna Specifications**.

Equipment Shelter. The proposed equipment shelter will be installed on a concrete pad near the base of the proposed structure, and will be designed to house the facility’s power and transmission equipment. The Shelter will measure 11’ by 11’ and is approximately 10’ tall. See **Exhibit 15: Equipment Shelter Specifications**.

Diesel Generator. An 50KW Diesel Generator will be positioned on a 10’ by 10’ concrete pad and will be used for back-up power. This concrete pad will be placed approximately 4’ from the proposed Equipment Shelter. See **Exhibit 14: Diesel Generator Specifications**.

Cables. The antennas will be connected to the equipment shelter by coaxial cables that will run down the proposed monopole. These cables will cross a cable bridge and into the equipment shelter where they are connected to the radio transmitters and receivers housed inside the shelter. See **Exhibit 4: Site Plans**.

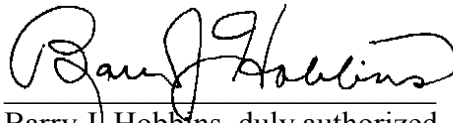
Prior to construction, applicant will, if required, comply with the regulations of the Federal Aviation Administration (“FAA”). It is highly unlikely that the FAA will require any

obstruction marking or lighting since the top of the antennas will be less than two hundred feet high.

The telecommunications facility will produce minimal noise from a small fan to cool the power equipment in the equipment shelter, and would be similar to the sounds made by a small residential room air conditioner. The facility will not produce any other noise, or any dirt, dust, glare, odor, fumes, smoke, gas, sewage, refuse, vibration or danger of explosion or fire and will therefore not be detrimental or offensive to the surrounding area; nor will the facility pose any hazard to health or safety.

Once installed, the facility will be unmanned. Thus, other than periodic inspections and maintenance, applicants anticipate that the facility will generate no vehicular or pedestrian traffic. Applicant currently estimate that routine maintenance inspections will be conducted not more frequently than one or twice a week.

As proposed, the telecommunications facility will comply in all respects with all federal, state and local regulations concerning radio frequency emissions.

A handwritten signature in black ink, reading "Barry J. Hobbins". The signature is fluid and cursive, with the first name "Barry" and last name "Hobbins" clearly distinguishable.

Barry J. Hobbins, duly authorized
Agent for Applicant
New Cingular Wireless PCS, LLC

EXHIBIT 8

GENERAL SUBMISSIONS LEVEL III SITE PLAN

Completed Application form

RESPONSE: *Please see **Exhibit 1: Administrative Authorization and Level III Site Plan Applications***

Application fees

RESPONSE: *An application fee of \$500.00 was submitted with application materials*

Written description of project

RESPONSE: *Please see **Exhibit 3: Project Narrative***

Evidence of right, title and interest

RESPONSE: *Please see **Exhibit 6: Right, Title or Interest (Lease)***

Evidence of state and/or federal permits

RESPONSE: *To the best of our knowledge, this project does not require any State or Federal Permits.*

Written assessment of proposed project's specific compliance with applicable Zoning requirements

RESPONSE: *Applicant's proposal complies with the applicable dimensional requirements of the I-H Industrial Zone shown on page Z-1 of **Exhibit 4: Site Plans***

Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site

RESPONSE: *Please see **Exhibit 4: Site Plans**.*

Evidence of financial and technical capacity

RESPONSE: *Applicant will provide proof of financial and technical capacity if required.*

Construction Management Plan

RESPONSE: *Please see **Exhibit 4: Site Plans**.*

A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.

RESPONSE: *Waiver requested. The proposed telecommunications facility will be unmanned and will not affect area traffic.*

Written summary of significant natural features located on the site (Section 14-526 (b) (a))

RESPONSE: *The proposed telecommunications facility will be installed on a lot which is fully developed with no significant natural features.*

Stormwater management plan and stormwater calculations

RESPONSE: *The proposed telecommunications facility will not significantly affect existing stormwater runoff patterns. Please see Site Notes on page Z-1 of Exhibit 4: Site Plans.*

Written summary of project's consistency with related city master plans

RESPONSE: *The proposed telecommunications facility is consistent with the City of Portland's Comprehensive Plan.*

Evidence of utility capacity to serve

RESPONSE: *The proposed telecommunications facility includes minimal electrical and fiber optic services already available on Riverside Street*

Written summary of solid waste generation and proposed management of solid waste

RESPONSE: *Waiver Requested. The proposed telecommunications facility will be unmanned and therefore will not require water service and will not generate any sewage waste.*

A code summary referencing NFPA 1 and all Fire Department technical standards

RESPONSE: *Please see Code Compliance on page T-1 of Exhibit 4: Site plans*

Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

RESPONSE: *Applicant's proposed telecommunications facility will comply with the applicable design standards contained in Section 14-526.*

Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual

RESPONSE: *Waiver requested. The proposed telecommunications facility will be installed on a 90' by 90' leased area within an existing improved lot.*

Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);

RESPONSE: *Please see setbacks on page Z-1 of Exhibit 4: Site Plans.*

Existing and proposed structures on parcels abutting site;

RESPONSE: *Please see Exhibit 4: Site Plans.*

All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;

RESPONSE: *Please see Exhibit 4: Site Plans.*

Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;

RESPONSE: *Please see the proposed access/utility easement on page Z-1 of Exhibit 4: Site Plans.*

Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;

RESPONSE: *Please see the cross-section on page C-1 of Exhibit 4: Site Plans.*

Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;

RESPONSE: *Waiver requested. The proposed telecommunications facility will be unmanned and does not include loading areas for delivery vehicles.*

Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;

RESPONSE: *Waiver requested. The proposed telecommunications facility does not include public transit infrastructures.*

Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;

RESPONSE: *Waiver requested. Once installed, the proposed telecommunications facility will be unmanned and will not require additional parking spaces.*

Location of all snow storage areas and/or a snow removal plan;

RESPONSE: *Waiver requested. Applicant's proposal does not require snow storage areas.*

A traffic control plan as detailed in Section 1 of the Technical Manual;

RESPONSE: *Waiver requested. Once installed, the proposed telecommunications facility will be unmanned and not affect area traffic.*

Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);

RESPONSE: *There are no significant natural features as the leased lot is fully developed.*

Location and proposed alteration to any watercourse;

RESPONSE: *Waiver requested. The proposed telecommunications facility will not alter any watercourse.*

A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;

RESPONSE: *Waiver requested. The proposed telecommunications facility will not be located within wetlands.*

Proposed buffers and preservation measures for wetlands;

RESPONSE: *Waiver requested. The proposed telecommunications facility will not be located within wetlands.*

Existing soil conditions and location of test pits and test borings;

RESPONSE: *Waiver requested. The proposed telecommunications facility will be installed on an already developed parcel.*

Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;

RESPONSE: *Waiver requested. No additional landscaping is planned on this already developed parcel.*

A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;

RESPONSE: *Please see General Notes on page C-1 of **Exhibit 4: Site Plans**.*

Grading plan;

RESPONSE: *Please see General Notes on page C-1 of **Exhibit 4: Site Plans**.*

Ground water protection measures;

RESPONSE: *Please see General Notes on page C-1 of **Exhibit 4: Site Plans**.*

Existing and proposed sewer mains and connections;

RESPONSE: *Please see **Exhibit 5: Amended Subdivision Plan**; Applicant's proposal does not include additional sewer mains or connections.*

Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;

RESPONSE: *Please see **Exhibit 5: Amended Subdivision Plan**; Applicant's proposal does not include additional fire hydrants.*

Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;

RESPONSE: *Please see **Exhibit 5: Amended Subdivision Plan** and page Z-1 of **Exhibit 4: Site Plans**.*

Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;

RESPONSE: *Please see **Exhibit 4: Site Plans**.*

Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;

RESPONSE: *Once installed, the proposed telecommunications facility will be unmanned and not require solid waste receptacles.*

Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;

RESPONSE: *The location of the Equipment Shelter is shown in **Exhibit 4: Site Plans**. The ground floor area of the equipment shelter is depicted in **Exhibit 15: Equipment Shelter Specifications**.*

A shadow analysis as described in Section 11 of the Technical Manual, if applicable;

RESPONSE: *Waiver requested. The proposed telecommunications facility will not adversely affect publicly accessible open space or other natural features.*

A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;

RESPONSE: *Please see **Exhibit 16: NEPA.***

Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;

RESPONSE: *Please see HVAC location and dimensions as depicted in **Exhibit 15: Equipment Shelter Specifications.***

An exterior lighting plan in accordance with Section 12 of the Technical Manual;

RESPONSE: *Waiver requested. As shown in **Exhibit 15: Equipment Shelter Specifications**, there will be a twin head downward facing motion detecting light over the equipment shelter door.*

A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;

RESPONSE: *Waiver requested. The only signs will be an emergency access sign and an Radio Frequency EME sign on the compound gate.*

Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.

RESPONSE: *Please see **Exhibit 5: Amended Subdivision Plans.***

EXHIBIT 9

PERFORMANCE STANDARDS
I-H INDUSTRIAL ZONE

Sec. 14-267. Performance Standards.

- (a) *Required landscaping:* Where a front yard abuts an arterial or a major collector street, it shall be landscaped. Rear yards, side yards and the perimeter of any parking area for greater than fifteen (15) vehicles shall be landscaped if visible from a street, public open space or residential zone.

RESPONSE: *Not applicable.*

- (b) *Noise:*

RESPONSE: *Once construction is complete, the telecommunications facility will produce minimal noise from a small fan to cool the power equipment in the equipment shelter, and would be similar to the sounds made by a small residential room air conditioner.*

- (b) *Electromagnetic interference:* There shall be no electromagnetic interference that adversely affects the operation of any equipment other than that belonging to the creator of such interference, or that does not conform to the regulations of the Federal Communications Commission.

RESPONSE: *Applicant will comply with this section.*

- (c) *Vibrations:* Any use creating earthshaking vibrations shall be controlled in such a manner as to prevent transmission beyond lot lines of vibrations causing a displacement of .003 or greater on one (1) inch, as measured by a vibrograph or similar instrument at the property boundaries.

RESPONSE: *The proposed facility will not produce any vibrations or noise other than minimal sound from a small fan to cool the power equipment in the equipment shelter.*

- (d) *Glare, heat:* Any use shall be in an enclosed structure in such a manner that glare and heat shall be imperceptible from neighboring properties.

RESPONSE: *The proposed facility will not create any glare or heat.*

- (e) *Discharge of toxic or noxious matter:* All discharges of toxic or noxious matter shall be made in accordance with all applicable state and federal regulations.

RESPONSE: *The proposed facility will not create any toxic or noxious matter.*

- (f) *Odor:* It shall be a violation of this chapter to create an odor nuisance.

RESPONSE: *The operation of the proposed facility will not produce any significant dust, fumes, odors, smoke or gases.*

- (g) *Smoke:* Discharges of smoke shall not exceed opacity percentage of forty (40) percent or number 2 on the Ringelmann chart.

RESPONSE: *The operation of the proposed facility will not produce any significant dust, fumes, odors, smoke or gases.*

- (h) *Emissions:* All emissions shall be made in accordance with all applicable state and federal regulations.

RESPONSE: *Applicant will comply with this provision.*

- (i) *Radiation:* Radiation at a site shall comply with all applicable state and federal regulations.

RESPONSE: *Applicant will comply with this provision.*

- (j) *Discharge into sewers:* No discharge shall be permitted at any point into any private sewage disposal system, or stream, or into the ground of any materials in such a way or of such nature or temperature as to contaminate any water supply, or otherwise cause the emission of dangerous or objectionable elements, except in accordance with standards approved by the health authority or by the public works authority.

RESPONSE: *Not applicable. Since the facility is unmanned, no sewage disposal or water supply systems are needed.*

- (k) *Lighting:* All lighting shall be designed and installed with cut-off fixtures to direct illumination onto the site and to prevent illumination from such fixtures on neighboring properties.

RESPONSE: *Since the proposed monopole is less than 200 feet in height, the FAA will not require lighting. Applicant's proposed facility will have one 100-watt motion detecting service light at the door of the Equipment Shelter.*

CODE SUMMARY

2000 INTERNATIONAL BUILDING CODE
2000 STANDARD BUILDING CODE
2003 INTERNATIONAL BUILDING CODE
2006 INTERNATIONAL BUILDING CODE
2009 INTERNATIONAL BUILDING CODE
2012 INTERNATIONAL BUILDING CODE
1994 UNIFORM MECHANICAL CODE
1996 BOCA MECHANICAL CODE
1997 STANDARD MECHANICAL CODE
1997 UNIFORM MECHANICAL CODE
2000 INTERNATIONAL MECHANICAL CODE
2000 STANDARD MECHANICAL CODE
2003 INTERNATIONAL MECHANICAL CODE
2006 INTERNATIONAL MECHANICAL CODE
2009 INTERNATIONAL MECHANICAL CODE
2012 INTERNATIONAL MECHANICAL CODE
2000 MINNESOTA STATE ENERGY CODE (CH. 1323)
2004 CHICAGO BUILDING CODE
2007 KENTUCKY BUILDING CODE
2007 MINNESOTA STATE MECHANICAL CODE (CH. 1346-2000 IMC & 2000 IFGC W/ AMEND.)
2007 MINNESOTA STATE BUILDING CODE
2009 NEW MEXICO COMMERCIAL BUILDING CODE
2011 NEW MEXICO ELECTRICAL CODE
2009 NEW MEXICO MECHANICAL CODE
2009 MICHIGAN BUILDING CODE
2009 MICHIGAN MECHANICAL CODE
2010 CALIFORNIA BUILDING CODE
2010 CALIFORNIA GREEN BUILDING STANDARDS
2010 CALIFORNIA ENERGY CODE
2010 NEW YORK CITY BUILDING CODE
2010 NEW YORK STATE BUILDING CODE
2010 NEW YORK STATE ELECTRICAL CODE
2010 NEW YORK STATE MECHANICAL CODE
2010 NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE
2010 NEW YORK STATE FIRE CODE
2010 NORTH DAKOTA ELECTRICAL WIRING STANDARDS
2010 FLORIDA BUILDING CODE WITH 2012 AMENDMENTS
2010 FLORIDA BUILDING CODE MECHANICAL
2010 FLORIDA BUILDING CODE FUEL GAS
2011 MASSACHUSETTS ELECTRICAL CODE
8TH MASSACHUSETTS STATE BUILDING CODE
2011 OHIO BUILDING CODE
2011 OHIO MECHANICAL CODE
2011 OHIO FIRE CODE
CALIFORNIA TITLE 25
2010 OREGON STRUCTURAL SPECIALITY CODE
2010 OREGON MECHANICAL SPECIALITY CODE
2010 OREGON ENERGY EFFICIENCY SPECIALITY CODE
2012 NORTH CAROLINA BUILDING CODE
2011 NORTH CAROLINA ELECTRICAL CODE
2012 NORTH CAROLINA MECHANICAL CODE
2012 NORTH CAROLINA ENERGY CONSERVATION CODE
2012 TEXAS ACCESSIBILITY STANDARDS
1996-2011 NATIONAL ELECTRICAL CODE
1989,1999,2001,2004,2007 ASHRAE 90.1
2000,2003,2006,2009, 2012 INTERNATIONAL ENERGY CONSERVATION CODE
2000,2003,2005,2006,2009,2012 NFPA 101 LIFE SAFETY CODE
2003 NFPA 1 UNIFORM FIRE CODE
2002 ARKANSAS FIRE PREVENTION CODE
2009 NORTH CAROLINA FIRE PREVENTION CODE
RHODE ISLAND FIRE SAFETY CODE

NOTES

1. LISTED CODES INCLUDE LATEST STATE ADOPTED AMENDMENTS.
2. THIS SHELTER IS AN "ENCLOSED STRUCTURE" NOT INTENDED FOR HUMAN HABITATION.
3. APPROVED MODEL MAY BE MIRROR IMAGE.
4. OCCUPANT LOAD = 0, OHIO = 2
5. SPECIAL CONDITIONS AND PERMISSIBLE TYPES OF GASES: N/A
6. SHELTER HAS NO COUNTY PLACEMENT RESTRICTION IN THE STATE OF MARYLAND.
7. STATE INSIGNIA LABEL/DECAL IS LOCATED NEAR MAIN ELECTRICAL SERVICE PANEL.
8. DOOR MUST BE MINIMUM 90 MINUTE FIRE RATED IF USED IN 2 HOUR FIRE RATED SHELTER AND MINIMUM 45 MINUTE FIRE RATED IF USED IN 1 HOUR FIRE RATED SHELTER.
9. NOT SUBJECT TO FLORIDA FIRE SAFETY CODE, COMPLIANCE IS THE RESPONSIBILITY OF THE LOCAL JURISDICTION CODE OFFICIAL.
10. ACCESS TO SHELTER SHALL COMPLY WITH MARYLAND ACCESSIBILITY CODE COMAR .05.02.02.07/ADAAG SECTION 4.1.2.
11. APPLICABLE INTERNAL PRESSURE COEFFICIENT (N/A) - THESE SHELTERS CONFORM TO THE REQUIREMENTS OF (2000,03,06,09 IBC), ASCE 7-05, METHOD 1 SIMPLIFIED PROCEDURE; (2012 IBC, 2010 FBC) ASCE 7-10 SIMPLIFIED DIAPHRAM LOW-RISE BUILDINGS.
12. WIND IMPORTANCE FACTOR - IW = 1.000
13. THESE PLANS ARE DESIGNED TO BE USED FOR THE CONSTRUCTION OF COMMERCIAL MODULAR UNITS, IN ACCORDANCE WITH CA HEALTH AND SAFETY CODE SECTION 18028, 1991 UBC, 1993 NEC, ANSI A117.1-1986.
14. THE 2005 NEC IS MORE STRINGENT THAN THE 2002 NEC, 2008 NEC.
15. HVAC UNITS ARE SIZED PER CUSTOMER REQUIREMENTS.
16. EXTERNAL GROUNDING BY OTHERS.
17. SHELTER CONSTRUCTED IN ACCORDANCE WITH 61G20-3.006.
18. THIS BUILDING DOES NOT CONTAIN PLUMBING FACILITIES.

EXTERIOR COMPONENTS AND CLADDING POSITIVE AND NEGATIVE PRESSURES IN TERMS OF PSF				
ZONE	2000 IBC, 120 MPH WIND SPEED	2003 IBC, 2006 IBC, 120 MPH WIND SPEED	2000,2003,2006,2009,2012 IBC, 150 MPH WIND SPEED	2010 FBC, 180 MPH WIND SPEED
ROOF ZONE 1 (100 SF EFFECTIVE WIND AREA)	+12.1/-28.7	+10.0/-28.7	+15.7/-44.8	+22.7/-64.5
ROOF ZONE 2 (20 SF EFFECTIVE WIND AREA)	+12.1/-46.9	+12.0/-46.9	+18.6/-73.4	+26.9/-105.8
ROOF ZONE 3 (10 SF EFFECTIVE WIND AREA)	+12.7/-79.1	+12.7/-79.1	+20.0/-123.7	+28.7/-178.1
WALL ZONE 4 (200 SF EFFECTIVE WIND AREA)	+25.8/-28.4	+25.8/-28.4	+39.6/-43.4	+58.2/-64.1
WALL ZONE 5 (30 SF EFFECTIVE WIND AREA)	+29.3/-38.0	+29.3/-38.0	+45.9/-59.2	+65.9/-92.3

INDEX OF SHEETS

LAYOUT DRAWINGS

- 0-0 COVER SHEET
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0-2 PARTS LIST CONTINUED
0-3 PARTS LIST CONTINUED/CUT LIST/SHOP DETAILS
0-4 OPTIONAL COMPONENTS
1-0 EXTERIOR ELEVATIONS "A" & "C"
*1-1 EXTERIOR ELEVATION "B"
*1-2 EXTERIOR ELEVATION "D"
2-0 FLOOR PLAN (OPTION "J1")
2-1 FLOOR PLAN (OPTION "J2")
2-2 EQUIPMENT LAYOUT
2-3 REFLECTED CEILING PLAN (OVERLAY)
3-0 REFLECTED CEILING PLAN (ELECTRICAL)
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4-0 INTERIOR ELEVATIONS "A" & "C" (ELECTRICAL)
4-1 INTERIOR ELEVATION "B" (ELECTRICAL)
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5-3 INTERIOR GROUND BAR DETAILS
5-4 TELCO/EXTERIOR GROUND BAR DETAIL
*6-0 ELECTRICAL SCHEMATIC
6-1 LOW VOLTAGE WIRING SCHEMATIC
6-2 COMMSTAT 4 / SMOKE WIRING
6-3 LOW VOLTAGE WIRING GEN. INTERFACE
6-4 MC-4000A / SMOKE WIRING
7-0 DETAIL DRAWING

* = DENOTES SHEETS WHICH MAY CONTAIN FIELDWORK

REFERENCE DRAWINGS

- 108-001-01 6" SLAB FOUNDATION PLAN (FLAT TIE DOWN)
108-007 ABBREVIATIONS AND SYMBOLS
108-008 CONCRETE SHELTER PANEL CONNECTION DETAILS
108-015 GENERAL ELECTRICAL NOTES & LEGEND
108-016 GENERAL CASTING SPECIFICATIONS
108-035 CONCRETE SHELTER INTERIOR INSULATION/PANEL INSTALL. DETAILS
108-088 SHELTER LIFTING DETAILS
108-089 SHELTER LOADING DETAILS
108-136 AT&T (ATN ONLY) STD ALARM BLOCK TERMINATIONS

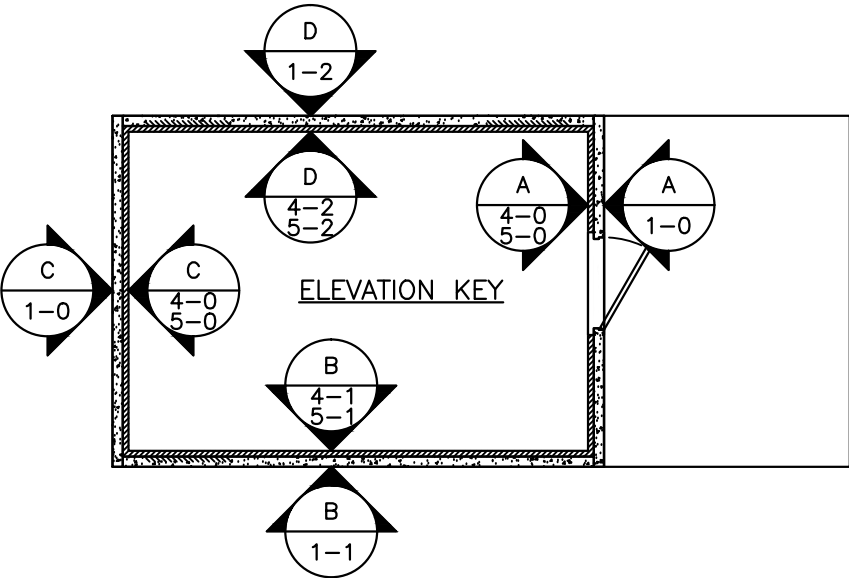
STRUCTURAL DRAWINGS (MANUFACTURE ONLY)

- S1 OF 8 STRUCTURAL SPECIFICATIONS
S2 OF 8 STRUCTURAL LAYOUT - END WALL "A"
S3 OF 8 MESH LAYOUT - END WALL "A"
S4 OF 8 STRUCTURAL LAYOUT - SIDE WALL "B"
S5 OF 8 STRUCTURAL LAYOUT - SIDE WALL "B"
S6 OF 8 MESH LAYOUT - END WALL "C"
S7 OF 8 STRUCTURAL LAYOUT - SIDE WALL "D"
S8 OF 8 STRUCTURAL LAYOUT - ROOF

- 221-1105X2400-08 CONCRETE FLOOR ASSY KIT,11'5"x20'0" (OPTION "H1")
221-1105X2400-09 CONCRETE FLOOR ASSY KIT,11'5"x20'0" (OPTION "H2")

DESIGN PARAMETERS

USE GROUP: B (BOCA, MASBC)
S-2 (FBC, IBC, SBC, UBC)
U (OBC)
CONSTRUCTION TYPE: 5B (BOCA, MASBC)
IV-UNP (SBC)
V-B (IBC, FBC)
V-N (UBC)
ROOF LIVE LOAD: 94 PSF
FLOOR LIVE LOAD: 250 PSF
GROUND SNOW LOAD: 111 PSF (N/A FOR FBC 2007)
WIND SPEED: 180 MPH/EXPOSURE C
SEISMIC ZONE FOR SBC & UBC: 4
SEISMIC DESIGN CATEGORY FOR IBC: E (IBC)
USE GROUP-III (OBC)
SITE CLASS-D (OBC)
CONCRETE f'c: 5000 PSI AT 28 DAYS
CONCRETE UNIT WEIGHT: 115 PCF
FIRE RATING: 2 HOUR WALL AND ROOF PER IBC/FBC TABLE 720.1 (2),
ITEM NUMBER 4-1.1, SOLID LIGHTWEIGHT CONCRETE
(LIMITATIONS MAY APPLY DUE TO
OPENINGS AND PROXIMITY ON SITE)
PHYSICAL PROPERTIES
SHELTER DIMENSIONS: 11'-5"W X 16'-0"L
SHIPPING DIMENSIONS: 11'-11"W X 25'-10⁷/₈"L X 10'-4¹/₂"H
SHELTER WEIGHT: 56,750 LBS
(EXCLUDES BATTERIES AND RADIO EQUIPMENT)



Att. M

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CUSTOMER:

AT&T WIRELESS SERVICES

PROJECT:

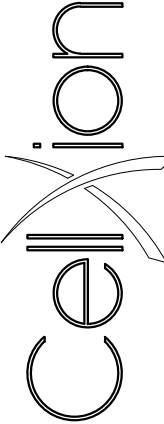
11'-5" X 16'-0"
CONCRETE SHELTER
COVER SHEET

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 0-0	
DRAWING NO.: SATN22	REV.:

PARTS LIST						
ITEM	QTY	U/M	P/N	DEPT	DESCRIPTION	MFG MFG P/N
1	1.0000	EA.	350025	20	TELCO BOARD,4'X8'OSB,WITH 3/8"FRP (OR EQUAL)	CELLXION 350025
2	3.0000	EA.	168283	30	BUSHING,PLASTIC,1/2",SNAP-IN,HEYCO (OR EQUAL)	HEYCO SB875-11
3	6.0000	EA.	170037	30	PIPE,GALV,SCH 40,1",CAP (OR EQUAL)	FASTENAL 66690
4	3.0000	EA.	400367	30	LUG,2H,#4-1/0,MECH,W/SET SCREW,L125 (OR EQUAL)	BLACKBURN L125-2
5	1.0000	EA.	410009	30	CONDULET,BODY AL LB,2",LB200D	
6	2.0000	EA.	410014	30	CONDULET,BODY AL LB,3/4",LB75D	
7	1.0000	EA.	410100	30	NIPPLE,EMT,3/4",CHASE	
8	2.0000	EA.	410113	30	NIPPLE,EMT,1/2",OFFSET (OR EQUAL)	STEEL CITY H0221
9	1.0000	EA.	410140	30	NIPPLE,RIGID,2",CLOSE	
10	3.0000	EA.	410181	30	NIPPLE, RIGID, 2" X 8 1/2"	
11	7.0000	EA.	410206	30	NIPPLE,RIGID,3/4"X8"	
12	2.0000	EA.	410207	30	NIPPLE,RIGID,1/2"X8"	
13	7.0000	EA.	410217	30	NIPPLE,RIGID,1"X8"	
14	1.0000	EA.	410280	30	NIPPLE,RIGID,1/2"X5 1/2"	
15	4.0000	EA.	430003	30	BOX,JUNCT,4 OCT X1 1/2,3/4&1/2KO (OR EQUAL)	STEEL CITY 541511234
16	15.0000	EA.	430005	30	BOX,JUNCT,4"X4",2-1/8D,1/2"-3/4KO (OR EQUAL)	STEEL CITY 521711234E
17	3.0000	EA.	430008	30	BOX,6X6X4,SCREW COVER,NEMA 1,0-KO (OR EQUAL)	HOFFMAN ASE6X6X4NK
18	4.0000	EA.	430029	30	BOX,JUNCT,4-11/16"X4-11/16"D-2 1/8" (OR EQUAL)	STEEL CITY 721711234
19	2.0000	EA.	430030	30	BOX,JUNCT,2X4,WP,(3) 1/2"HOLES (OR EQUAL)	LEGRAND WPB23
20	1.0000	EA.	430048	30	WIREWAY,GALV,4"X4"X60",W/O KO'S (OR EQUAL)	HOFFMAN F-44T160GV
21	2.0000	EA.	430049	30	WIREWAY,GALV,4"X4",CLOSURE PLATE,NO (OR EQUAL)	HOFFMAN F-44GCPNKGV
22	4.0000	EA.	430050	30	WIREWAY,GALV,4"X4",U-CONNECTOR (OR EQUAL)	HOFFMAN F-44GUCGV
23	2.0000	EA.	430054	30	BOX,JUNCT,2"X4",1 7/8" DEEP	
24	1.0000	EA.	430061	30	WIREWAY,GALV,4X4,90D ELBOW (OR EQUAL)	HOFFMAN F-4490EGV
25	1.0000	EA.	430252	30	WIREWAY,GALV,4"X4"X18",W/O KO'S (OR EQUAL)	HOFFMAN F-44T118GV
26	1.0000	EA.	430268	30	WIREWAY,GALV,4"X4"X48",W/O KO'S (OR EQUAL)	HOFFMAN F-44T148GV
27	1.0000	EA.	430324	30	BOX,ENCLOSURE,12"X12X6",N3R,PVC	CARLON E989R-UPC
28	1.0000	EA.	430548	30	PANEL,CMBIN,INT,200A,42S,ATS,TVSS,3	INTERSECT AA1220061-3S
29	1.0000	EA.	430614	30	BOX,JUNCT,4X4,WEATHERPROOF,1"KO (OR EQUAL)	TEDDICO/BWF TGB-100V
30	1.0000	EA.	430644	30	PLUG,4",RED PLASTIC	
31	1.0000	EA.	430713	30	PANEL,MICRIN INTERFACE,200A,1P	MICRIN MTC6001EC-2-1
32	1.0000	EA.	431360	30	BOX,JUNCT,MULTI,4-1/2 x 6-13/16 x 1-5/8 (OR EQUAL)	RACO 951
33	1.0000	EA.	431419	30	BOX,JUNCT,4-11/16"W/3/4" & 1" K/O'S (OR EQUAL)	STEEL CITY
34	1.0000	EA.	431427	30	ALARM BLOCK,SIEMON,S66B3-100MH-49 (OR EQUAL)	SIEMON S66B3-100MH-49
35	1.0000	EA.	460002	30	THERMOSTAT,HI/LOW TEMP,TH-4-20 (OR EQUAL)	EVEN THERM TH-4-20
36	2.0000	EA.	470615	30	LIGHT FIXTURE,32W,2 BULB,4FT,WR,T-8	TEXAS FLUORESCENTS 207A232-MVC-D
37	6.0000	EA.	510142	30	UNISTRUT,1 5/8"CHANNEL,GOLDGALV,9"	
38	1.0000	EA.	168186	40	WASHER,1/2" FLAT,STAINLESS (OR EQUAL)	FASTENAL 78021
39	5.0000	EA.	400272	40	BREAKER,SQD,1P 20A,BOLT ON,QOB120	
40	12.0000	EA.	400284	40	BREAKER,SQD,2P 40A,BOLT ON,QOB240	
41	1.0000	EA.	400295	40	BREAKER,SQD,2P 20A,BOLT ON,QOB220	
42	2.0000	EA.	400297	40	BREAKER,SQD,2P 50A,BOLT ON,QOB250	
43	1.0000	EA.	410002	40	CONDULET,BODY COVER,2" ALUM	
44	2.0000	EA.	410005	40	CONDULET,BODY COVER,3/4" AL,CC75	
45	2.0000	EA.	410040	40	CONDULET,GASKET 3/4",GASK025N	
46	1.0000	EA.	410043	40	CONDULET,GASKET 2",GASK065N	
47	32.0000	FT.	410119	40	CONDUIT,LFMC,1",SEALTITE (OR EQUAL)	ANAMET ELECTRICAL, INC EF1
48	8.0000	EA.	410155	40	CONNECTOR,LFMC,1",45D,SEALTITE (OR EQUAL)	T&B 5244
49	1.0000	EA.	420006	40	LABEL,BLK,ELECT,"GFCI"	
50	1.0000	EA.	420007	40	LABEL,BLK,ELECT,"ALARM BLOCK"	
51	1.0000	EA.	420009	40	LABEL,BLK,ELECT,"INTERIOR LIGHT"	
52	1.0000	EA.	420010	40	LABEL,BLK,ELECT,"AC PANEL"	
53	1.0000	EA.	420015	40	LABEL,BLK,ELECT,"HIGH TEMP"	
54	1.0000	EA.	420016	40	LABEL,BLK,ELECT,"LEAD-LAG CONTROLL"	
55	1.0000	EA.	420017	40	LABEL,BLK,ELECT,"HVAC #2"	
56	1.0000	EA.	420018	40	LABEL,BLK,ELECT,"HVAC #1"	
57	1.0000	EA.	420024	40	LABEL,BLK,ELECT,"EXTERIOR LIGHT"	
58	16.0000	EA.	420033	40	LABEL, SELF TRANSFER, PANDUIT TTSL2	
59	1.0000	EA.	420034	40	LABEL,BLK,ELECT,"DC LIGHT"	
60	1.0000	EA.	420037	40	LABEL,BLK,ELECT,"TVSS"	
61	1.0000	EA.	420041	40	LABEL,"ARC FLASH AND SHOCK WARNING"	
62	1.0000	EA.	430006	40	COVER,SWITCH PLATE,4X4,1 SWITCH	
63	7.0000	EA.	430012	40	COVER,BLANK PLATE,4X4 (OR EQUAL)	APPLETON 8465
64	5.0000	EA.	430014	40	COVER,BLANK PLATE,4 11/16 (OR EQUAL)	APPLETON 8487
65	5.0000	EA.	430025	40	COVER,RECPT PLATE,4X4,2R (OR EQUAL)	APPLETON 8365N

DEPT CODES:
 30 - CONDUIT
 40 - ELECTRICAL
 50 - MECHANICAL
 51 - DOORS
 55 - HVAC
 70 - TILE/FLOORING
 75 - GENERATOR
 95 - MULTI-TASK
 99 - PACKING LIST
 150 - INSTALLATION DEPT

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 www.cellxion.com

CUSTOMER:
 AT&T WIRELESS SERVICES

PROJECT:
 11'-5" X 16'-0"
 CONCRETE SHELTER
 PARTS LIST

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 0-1	
DRAWING NO.: SATN22	REV.:

PARTS LIST CONTINUED						
ITEM	QTY	U/M	P/N	DEPT	DESCRIPTION	MFG P/N
66	2.0000	EA.	430033	40	RECEPTACLE,GFCI,120V,20A,NEMA5,WR (OR EQUAL)	HUBBELL
67	5.0000	EA.	430034	40	RECEPTACLE,DUPLEX,125V,20A,IVORY (OR EQUAL)	COOPER
68	1.0000	EA.	430367	40	COVER,BLANK PLATE,4X4 WP (OR EQUAL)	BELL
69	2.0000	EA.	430384	40	COVER,GFCI,2 REC,HORZ,WTS15A-C (OR EQUAL)	STEEL CITY
70	1.0000	EA.	430437	40	SWITCH,SPST,125VAC,24VDC,TOGGLE (OR EQUAL)	SELECTA
71	1.0000	EA.	430847	40	CONNECTOR,MICRIN ALARM CONTACT CBL	MICRIN
72	2.0000	EA.	470047	40	LIGHT FIXTURE,LENS,2-BULB T-8	
73	1.0000	EA.	470056	40	LIGHT FIXTURE,COMBO EXIT/EMERGENCY (OR EQUAL)	EXITRONIX
74	4.0000	EA.	470058	40	LIGHT BULB,F32 T-8 MED BIPIN	
75	3.0000	EA.	470083	40	LIGHT FIXTURE,60W/250V,PORCELAIN (OR EQUAL)	LEVITON
76	3.0000	EA.	470085	40	LIGHT,STEEL GUARD FOR INCANSCENT (OR EQUAL)	MCMMASTER-CARR
77	1.0000	EA.	470425	40	TIMER,6HR,SPR WOUND,DPST,FF46H	
78	1.0000	EA.	470426	40	TIMER,6HR,SPR WOUND,SPST,FF6H	
79	3.0000	EA.	470428	40	LIGHT BULB,50W INCANDESCENT,48V	
80	1.0000	EA.	470736	40	LIGHT,EXTER,LED MOTION, TWIN HEAD	
81	1.0000	EA.	490000	40	ALARM,MAGNETIC DOOR CONTACT (OR EQUAL)	ADEMCO
82	1.0000	EA.	490049	40	DETECTOR,HUMIDITY,HA-1,WINLAND (OR EQUAL)	WINLAND ELECTRONICS, INC.
83	1.0000	EA.	490067	40	DETECTOR,SMOKE,48V,PHOTO,SENTROL (OR EQUAL)	SENTROL
84	1.0000	EA.	490098	40	DETECTOR,H2,24-60VDC,1%N/0.2%N/C (OR EQUAL)	ARRGH MANUFACTURING
85	1.0000	EA.	900106	40	CONNECTOR,MICRIN ALARM CONTACT SHRT	MICRIN
86	3.0000	EA.	400001	50	LUG,2H,#6,BLU,3/8"BOLT,1"C/C,LBFW	
87	3.0000	EA.	400020	50	LUG,1H,#6,BLU,1/4" BOLT,LBFW	
88	9.0000	EA.	400021	50	C-TAP,BROWN,54720 (OR EQUAL)	PANDUIT
89	42.0000	FT.	400030	50	WIRE, #6 THHN, STRAND, GRN	
90	79.0000	FT.	400050	50	WIRE,#2 THHN,STRAND,GRN	
91	19.0000	EA.	400051	50	C-TAP,ORANGE,54740 (OR EQUAL)	PANDUIT
	108.0000	FT.	400099	50	WIRE,#2 SOLID COPPER,BARE,TINNED	
94	23.0000	EA.	400174	50	C-TAP,PINK,54730 (OR EQUAL)	PANDUIT
95	6.0000	EA.	400259	50	LUG,2H,#2,BRN,3/8"BOLT,1"C/C,LBFW (OR EQUAL)	PANDUIT
96	3.0000	EA.	400367	50	LUG,2H,#4-1/0,MECH,W/SET SCREW,L125 (OR EQUAL)	BLACKBURN
97	10.0000	EA.	400371	50	LUG,2H,#6,BLU,1/4"BOLT,3/4"C/C,LBFW (OR EQUAL)	PANDUIT
98	2.0000	EA.	400377	50	LUG,2H,#4,GRY,1/4"BOLT,3/4"C/C,LBFW (OR EQUAL)	PANDUIT
99	3.0000	EA.	400390	50	LUG,2H,#2,BRN,1/4"BOLT,3/4"C/C,LBFW (OR EQUAL)	PANDUIT
100	12.0000	EA.	400500	50	CLAMP,GROUND 1/2"-1",GC-1Z (OR EQUAL)	WEAVER
101	1.0000	EA.	400623	50	CLAMP,GROUND 1 1/2",RB12B,PERPENDIC (OR EQUAL)	WEAVER
102	118.0000	EA.	410343	50	WIRE STANDOFF,1 3/4"	
103	20.0000	EA.	410396	50	BUSHING,INSULATING,CEILING BRACKET	
104	3.0000	EA.	440005	50	LINE PROTECTOR,AC DATA #TJ1010 T1	RAYCAP INC
105	1.0000	EA.	480005	50	SABRE BLUE SERIAL NO.PLAT	
106	1.0000	EA.	480025	50	DESK,FOLD DOWN,20"X15"X2-3/4"	
	4.0000	EA.	510052	50	CABLE LADDER,24"X9'8 1/2",YELLOW ZI (OR EQUAL)	CENTRAL STEEL FABRICATORS, INC.
111	4.0000	EA.	510053	50	CABLE LADDER,24",CLOSING BRACKET,YZ	CENTRAL STEEL FABRICATORS, INC.
112	20.0000	EA.	510151	50	CABLE LADDER,TRAY HANGER,11"	
113	2.0000	EA.	521002	50	HVAC,GRILL,SUPPLY,10"X30"	
114	2.0000	EA.	521102	50	HVAC,GRILL,RETURN,16"X30"	
115	2.0000	EA.	522001-00006	50	HVAC,SLEEVE,10"X30"X6"	
116	2.0000	EA.	522001-00012	50	HVAC,SLEEVE,16"X30"X6"	
117	1.0000	EA.	530023	50	WAVEGUIDE ENTRY,24 PORT,4",4X6	
118	1.0000	EA.	540091-01	50	G-BAR KIT,GALV,ANTI-THEFT,1/4"X30" (OR EQUAL)	GTI
119	4.0000	EA.	540218	50	GROUND STRAP ASSY,#6 THHN,14 1/2"	
120	1.0000	EA.	P540179-01	50	G-BAR ASSY,540179-01 KIT & HARDWARE	
121	1.0000	EA.	P540227-05	50	G-BAR ASSY,540227-05 KIT & HARDWARE	
122	3.0000	EA.	504000	51	DOOR,HINGES,STAINLESS STEEL 32D	
123	1.0000	EA.	504109	51	DOOR,CLOSER,W/90 DEGREE HOLD OPEN (OR EQUAL)	SARGENT
124	1.0000	EA.	504128	51	DOOR,PEEP HOLE,200 DEGREE VIEW	BATTALION
125	1.0000	EA.	504400	51	DOOR,DRIP CAP,NGF16A-48"	PEMKO
126	1.0000	EA.	504432	51	DOOR,THRESHOLD,42",#8135	
127	1.0000	EA.	504468	51	DOOR,THRESHOLD 48"X8.25",.090 ALUM	
128	1.0000	EA.	504501	51	CORE,LOCKSET,BEST,CONSTRUCT,GREEN	
129	1.0000	EA.	504555	51	DOOR,STRIKER PLATE,STANDARD (OR EQUAL)	ARKANSAS BOLT COMPANY
130	1.0000	EA.	540216	51	GROUND STRAP ASSY,1/2 BRAIDED,18"	

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PARTS LIST
CONTINUED

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SHEET NO. 0-2	
DRAWING NO.: SATN22	REV.:

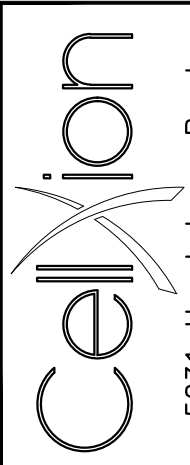
PARTS LIST CONTINUED							
ITEM	QTY	U/M	P/N	DEPT	DESCRIPTION	MFG	MFG P/N
131	1.0000	EA.	570005	51	DOOR,CANOPY,48",MOUNTING BRACKET		
132	2.0000	EA.	146514-005	55	DRIP CAP,48"x3",HVAC		
133	183.0000	EA.	320021	70	TILE VINYL,1/8",VINYLASA,VL556		
134	10.0000	FT.	410111	75	CONDUIT,LFMC,3/4",SEALTITE		
135	4.0000	EA.	410129	75	CONNECTOR,LFMC,3/4",STRAIGHT,ST		
136	4.5000	FT.	410232	75	CONDUIT,LFMC,2",SEALTITE		
137	2.0000	EA.	410258	75	CONNECTOR,LFMC,2",STRAIGHT,ST		
138	1.0000	EA.	550146	75	GENERATOR,SHIM PLATE,1/4"x2"x76"		
139	1.0000	EA.	900164	75	GENERATOR,48KW,DSL,GENERAC,SD050		
140	1.0000	EA.	420048	90	LABEL,DATA,STANDARD SHELTER (OR EQUAL)	CELLXION	420048
141	1.0000	EA.	480001	90	PLATE,DATA,ALUM,8"x12",GRAY	CELLXION	480001
142	1.0000	EA.	480000	99	TRAY,WALL FILE PLASTIC,LR-SMOKE (PACKING LIST ITEM)		
143	1.0000	EA.	480087-02	99	PACKING KIT,TYP SHELTER W/6 LUGS (PACKING LIST ITEM)		
144	1.0000	EA.	570018	99	DOOR,CANOPY,54",METAL (PACKING LIST ITEM)		

CUT LIST							
ITEM	QTY	U/M	P/N	DEPT	DESCRIPTION	CUT	PCS
20	1.0000	EA.	430048	30	WIREWAY,GALV,4"x4"x60",W/O KO'S (OR EQUAL)	60"	1
25	1.0000	EA.	430252	30	WIREWAY,GALV,4"x4"x18",W/O KO'S (OR EQUAL)	17"	1
26	1.0000	EA.	430268	30	WIREWAY,GALV,4"x4"x48",W/O KO'S (OR EQUAL)	48"	1
47	32.0000	FT.	410119	40	CONDUIT,LFMC,1",SEALTITE (OR EQUAL)	96"	4
89	42.0000	FT.	400030	50	WIRE, #6 THHN, STRAND, GRN	504"	1
90	79.0000	FT.	400050	50	WIRE, #2 THHN,STRAND,GRN	948"	1
92	60.0000	FT.	400099	50	WIRE, #2 SOLID COPPER,BARE,TINNED	120"	6
93	48.0000	FT.	400099	50	WIRE, #2 SOLID COPPER,BARE,TINNED	144"	4
108	1.0000	EA.	510052	50	CABLE LADDER,24"x9'8 1/2",YELLOW ZI (OR EQUAL)	58 1/8"	1
109	1.0000	EA.	510052	50	CABLE LADDER,24"x9'8 1/2",YELLOW ZI (OR EQUAL)	101 5/8"	1
110	1.0000	EA.	510052	50	CABLE LADDER,24"x9'8 1/2",YELLOW ZI (OR EQUAL)	84 1/8"	1
125	1.0000	EA.	504400	51	DOOR,DRIP CAP,NGF16A-48"	40"	1
134	10.0000	FT.	410111	75	CONDUIT,LFMC,3/4",SEALTITE	60"	2
136	4.5000	FT.	410232	75	CONDUIT,LFMC,2",SEALTITE	54"	1

SHOP DETAILS	
DWG NO.	DESCRIPTION
20-036	TELCO ENTRY STD PVC INSTALLATION
30-002	BOX TO BOX PENETRATION DETAIL
30-004	BOX TO GFCI PENETRATION DETAIL
30-009	CONDUIT TO WIREWAY CONNECTION
30-011	PLASTIC CAPS INSTALLATION
30-012	RIGID, NIPPLE, CLOSE & CHASE APPLICATION
30-013	PANEL TO WIREWAY CONNECTION
40-004	UNISTRUT INSTALLATION
40-008	GROUND BOND DETAIL
50-001	GROUND BAR MOUNTING INSTALLATION
50-006	GROUNDING DETAILS T-JUNCTION
50-008	GROUNDING DETAILS SPLICE JUNCTION
50-012	HALO GROUND TO PANEL & 6X6 BOX
50-013	HALO GROUND TO DOORFRAME
50-020	BONDING AT CONDUIT DETAIL
50-026	Y DROP INSTALLATION-#6 WIRE
50-028	MECHANICAL LUG DETAIL
50-031	Y DROP INSTALLATION-#2 SOLID
50-032	#2 SOLID TO #2 SOLID DETAIL
50-034	HVAC GRILL GROUNDING DETAIL
50-035	THRU WALL PENETRATION 45' PVC PIPE
50-038	HALO GROUND TO WIREWAY
50-042	STAND OFF BRACKET INSTALLATION
50-045	SINGLE CONNECTOR AT STEEL OBJECTS
50-076	LUG TO TELCO GROUND BAR CONNECTION
51-003	2 PC THRESHOLD INSTALLATION
51-005	WEATHERSTRIP INSTALLATION
51-007	DOOR LOCKGUARD INSTALLATION
51-009	DOOR HOLD OPEN INSTALLATION
51-010	DOOR CLOSER DETAIL
51-012	DOOR CANOPY INSTALLATION
51-017	GROUND STRAP TO DOOR FRAME
51-021	PANALIZED SHELTER DOOR HARDWARE INSTALL
51-029	MAGNETIC DOOR ALARM INSTALLATION
52-003	STRAIGHT CLAMP INSTALLATION
52-004	CORNER CLAMP INSTALLATION
52-009	WALL MOUNT INSTALLATION
52-016	WALL BRACKET INSTALLATION
52-018	HANGER BAR CONNECTION
52-021	HANGER BRACKET 1-LAYER INSTALLATION
52-022	UNISTRUT INSTALL 1-LAYER CEILING
53-001	WAVEGUIDE ENTRY INSTALLATION
55-006	HVAC INSTALLATION AND CONNECTIONS
55-010	HVAC DRIP CAP INSTALLATION
80-001	1/2" PVC PIPE STANDOFF

- DEPT CODES:
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CONCRETE SHELTER

PARTS LIST CONTIN'D

CUT LIST/SHOP DETAILS

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
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OPTIONAL COMPONENTS										OPTIONAL COMPONENTS									
OPT.	OPT. NO.	TAG NO.	QTY	U/M	PART NO.	DEPT.	DESCRIPTION	CUT	PCS	OPT.	OPT. NO.	TAG NO.	QTY	U/M	PART NO.	DEPT.	DESCRIPTION	CUT	PCS
A	A1 WAVEGUIDE LOCATION B1	1	27.75	FT.	400050	50	WIRE, #2, THHN, STRANDED, GREEN	333.00	1	D	D1	1	2	EA.	520278	55	HVAC,WALL,4T,5KW,MARVAIR,BGE		
		2	24.75	FT.	400050	50	WIRE, #2, THHN, STRANDED, GREEN	297.00	1			2	1	EA.	460138	30	CONTROLLER,LEAD LAG,COMSTAT 4,MARVA		
		3	35	EA.	410343	50	WIRE STANDOFF,1 3/4"				D2	1	2	EA.	520253	55	HVAC,WALL,4T,5KW,BARD,TAN,RH		
		4	35	EA.	168230	50	SCREW,DECK,#8X1 1/4",PH,ZINC					2	1	EA.	460005	30	CONTROLLER,LEAD LAG,BARD,MC4000-A		
		5	35	EA.	400245	50	CABLE TIE,TYWRAP 8" BLACK,BT2S-MO				D3	1	2	EA.	520280	55	HVAC,WALL,5T,5KW,MARVAIR,BGE		
		6	1	EA.	510052	50	CABLE LADDER,24"X9'8 1/2",YELLOW ZI	35"	2			2	1	EA.	460138	30	CONTROLLER,LEAD LAG,COMSTAT 4,MARVA		
		7	2	EA.	410396	50	BUSHING,INSULATING,CEILING BRACKET				D4	1	2	EA.	520255	55	HVAC,WALL,5T,5KW,BARD,TAN,RH		
		8	2	EA.	510151	50	CABLE LADDER,TRAY HANGER,11"					2	1	EA.	460005	30	CONTROLLER,LEAD LAG,BARD,MC4000-A		
		9	2	EA.	510053	50	CABLE LADDER,24",CLOSING BRACKET,YZ				D5 (FLORIDA)	1	2	EA.	520004	55	HVAC,WALL,5T,5KW,BARD,TAN,RH		
		10	4	EA.	540225	50	GROUND STRAP ASSY,#6 THHN,6" LONG					2	1	EA.	460005	30	CONTROLLER,LEAD LAG,BARD,MC4000-A		
		11	4	EA.	540218	50	GROUND STRAP ASSY,#6 THHN,14 1/2"				D6	1	2	EA.	TBD	55	HVAC,WALL,5T,5KW,MARVAIR,BGE		
	A2 WAVEGUIDE LOCATION D1	1	46	FT.	400050	50	WIRE, #2, THHN, STRANDED, GREEN	552.00	2			2	1	EA.	460138	30	CONTROLLER,LEAD LAG,COMSTAT 4,MARVA		
		2	43	FT.	400050	50	WIRE, #2, THHN, STRANDED, GREEN	516.00	1			3	1	EA.	TBD	30	CONTROLLER, SAGINAW MARVAIR		
		3	90	EA.	410343	50	WIRE STANDOFF,1 3/4"					4	1	EA.	430005	30	BOX,JUNCT,4"X4",2-1/8D,1/2"-3/4KO		
		4	90	EA.	168230	50	SCREW,DECK,#8X1 1/4",PH,ZINC					5	1	EA.	430012	40	COVER,BLANK PLATE,4X4		
		5	90	EA.	400245	50	CABLE TIE,TYWRAP 8" BLACK,BT2S-MO					6	2	EA.	431181	30	BOX,JUNCT,4-11/16" SQ,D-2 1/8",1"KO		
		6	1	EA.	510052	50	CABLE LADDER,24"X9'8 1/2",YELLOW ZI	35"	2			7	2	EA.	430014	40	COVER,BLANK PLATE,4-11/16"		
		7	3	EA.	410396	50	BUSHING,INSULATING,CEILING BRACKET					8	1	EA.	430366	30	BOX,JUNCT,4X4,WEATHERPROOF,3/4"KO		
		8	3	EA.	510151	50	CABLE LADDER,TRAY HANGER,11"					9	1	EA.	430367	40	COVER,BLANK PLATE,4X4 WP		
		9	1	EA.	510053	50	CABLE LADDER,24",CLOSING BRACKET,YZ					10	1	EA.	410184	30	NIPPLE,RIGID,1/2"X7 1/2"		
		10	4	EA.	540225	50	GROUND STRAP ASSY,#6 THHN,6" LONG					11	12	FT.	410106	30	CONDUIT,EMT,1/2"	144	
		11	2	EA.	540218	50	GROUND STRAP ASSY,#6 THHN,14 1/2"					12	17	FT.	410107	30	CONDUIT,EMT,3/4"	204	
	A3 WAVEGUIDE LOCATION D2	1	37.5	FT.	400050	50	WIRE, #2, THHN, STRANDED, GREEN	450.00	1			13	17	FT.	410108	30	CONDUIT,EMT,1"	204	
		2	50	EA.	410343	50	WIRE STANDOFF,1 3/4"					14	10	FT.	410119	30	CONDUIT,LFMC,1",SEALTITE	120	
		3	50	EA.	168230	50	SCREW,DECK,#8X1 1/4",PH,ZINC				15	2	EA.	410155	30	CONNECTOR,LFMC,1",45D,SEALTITE			
		4	50	EA.	400245	50	CABLE TIE,TYWRAP 8" BLACK,BT2S-MO				16	0.50	FT.	170000	10	PIPE,PVC,SCH 40,1"	6"		
		5	1	EA.	510052	50	CABLE LADDER,24"X9'8 1/2",YELLOW ZI	35"	2	E	E1 (STANDARD)	1	14	EA.	300032	20	INSULATION,1.75"RMAX,POLY,48"X110"		
		6	3	EA.	410396	50	BUSHING,INSULATING,CEILING BRACKET					2	4	EA.	300033	20	INSULATION,2.25"RMAX,POLY,48"X132"		
		7	3	EA.	510151	50	CABLE LADDER,TRAY HANGER,11"				E2 (FLORIDA)	1	14	EA.	360161	20	INSULATION,RMAX,1 3/4",MULTI-MAX,RM		
		8	1	EA.	510053	50	CABLE LADDER,24",CLOSING BRACKET,YZ					2	4	EA.	360162	20	INSULATION,RMAX,2 1/4",MULTI-MAX,RM		
		9	4	EA.	540225	50	GROUND STRAP ASSY,#6 THHN,6" LONG			3	18	EA.	300069	20	PANELING,POLY.090X4"X10"X3/4 PLY				
		10	2	EA.	540218	50	GROUND STRAP ASSY,#6 THHN,14 1/2"			F	F1	1	-	-	-	-	NOT REQUIRED		
B	B1	1	1	EA.	430282	40	DISCONNECT,SQD,200A,FUSED,D224NRB				F2	1	1	EA.	480150	99	MAINTENANCE KIT, ATT		
		2	2	EA.	430127	40	FUSE,200 AMP,FLNR200ID			G	G1	1	-	-	-	NOT REQUIRED			
		3	1	EA.	540104	40	G-BAR KIT,SQUARE D,PTOGTA-6				G2	1	1	EA.	460002	30	THERMOSTAT,HI/LOW TEMP,TH-4-20		
		4	1	EA.	400367	50	LUG,2H,#4-1/0,MECH,W/SET SCREW,L125			2		1	EA.	420011	40	LABEL,BLK,ELECT,"LOW TEMP"			
		5	10	FT.	400099	50	WIRE,#2 SOLID COPPER,BARE,TINNED	120	1	H	H1	1	1	EA.	221-1105X2400-08	10	CONCRETE FLOOR ASSY KIT,11'5"X24'0"		
		6	1	EA.	420008	40	LABEL,BLK,ELECT,"SERVICE DISCONNCT"				H2	1	1	EA.	221-1105X2400-09	10	CONCRETE FLOOR ASSY KIT,11'5"X24'0"		
B2	1	1	EA.	170125	30	PIPE CAP,PLASTIC,NPT,NIAGARA #257													
	2	1	EA.	410080	30	BUSHING,2",PLASTIC													
C	C1	1	1	EA.	504500	51	LOCKSET,PB,CYD,SIMPLEX,LEVER,LL102												
		2	1	EA.	500001	51	DOOR,3070,CURRIES,LH/RHT,18G												
		3	1	EA.	504222	51	DOOR,WEATHERSTRIPPING,303-TF-3670												
		4	3	FT.	504216	51	DOOR,WEATHERSTRIP,SPONGE NEOPRENE												
		5	1	EA.	504300	51	DOOR,LOCKGUARD,10" 32D												
	C2 (FLORIDA)	1	1	EA.	504625	51	LOCKSET,ENT/DB,MRT,RUSSWIN,RH,ML202												
		2	1	EA.	500157	51	DOOR,3070,RH,CURRIES,16G,MORTISE												
		3	1	EA.	504220	51	DOOR,WEATHERSTRIP,P&S,S88BK-204												
		4	1	EA.	504303	51	DOOR,LOCKGUARD,MLP-111-630 3'X11"SS												

SHELTER REQUIRES ONE OPTION NUMBER FROM EACH OPTION LISTED.

NOTE THAT SOME OPTION NUMBERS ARE A KIT W/ MULTIPLE PARTS.

OPTIONS ARE IDENTIFIED ON THE DRAWING BY THE OPTION LETTER [X], BY OPTION NO. [XX], OR BY THE OPTION TAG NO. [XX-X]

DEPT CODES:

- 30 - CONDUIT
- 40 - ELECTRICAL
- 50 - MECHANICAL
- 51 - DOORS
- 55 - HVAC
- 70 - TILE/FLOORING
- 75 - GENERATOR
- 95 - MULTI-TASK
- 99 - PACKING LIST
- 150 - INSTALLATION DEPT

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Bossier City, Louisiana 71111
voice: (318) 213-2900
fax: (318) 213-2919
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CUSTOMER:

AT&T WIRELESS
SERVICES

PROJECT:

11'-5" X 16'-0"
CONCRETE SHELTER
OPTIONAL COMPONENTS

FILENAME:

SATN22

SCALE:

N.T.S.

DRWN. BY:

J. REEVES

CHK. BY:

D. BROYLES

ENG. BY:

DATE:

APP. BY:

D. BRANNEN

SHEET NO.

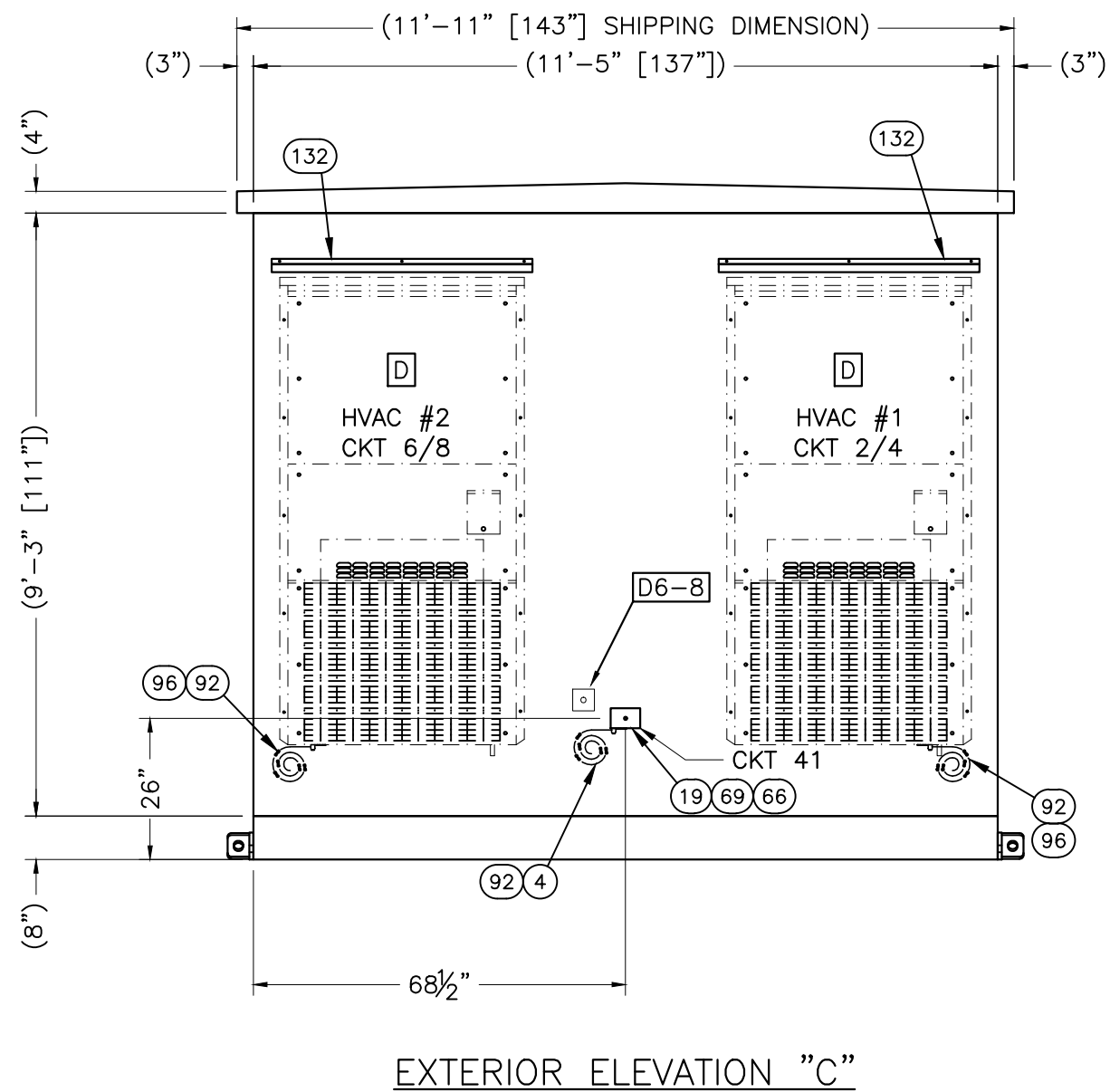
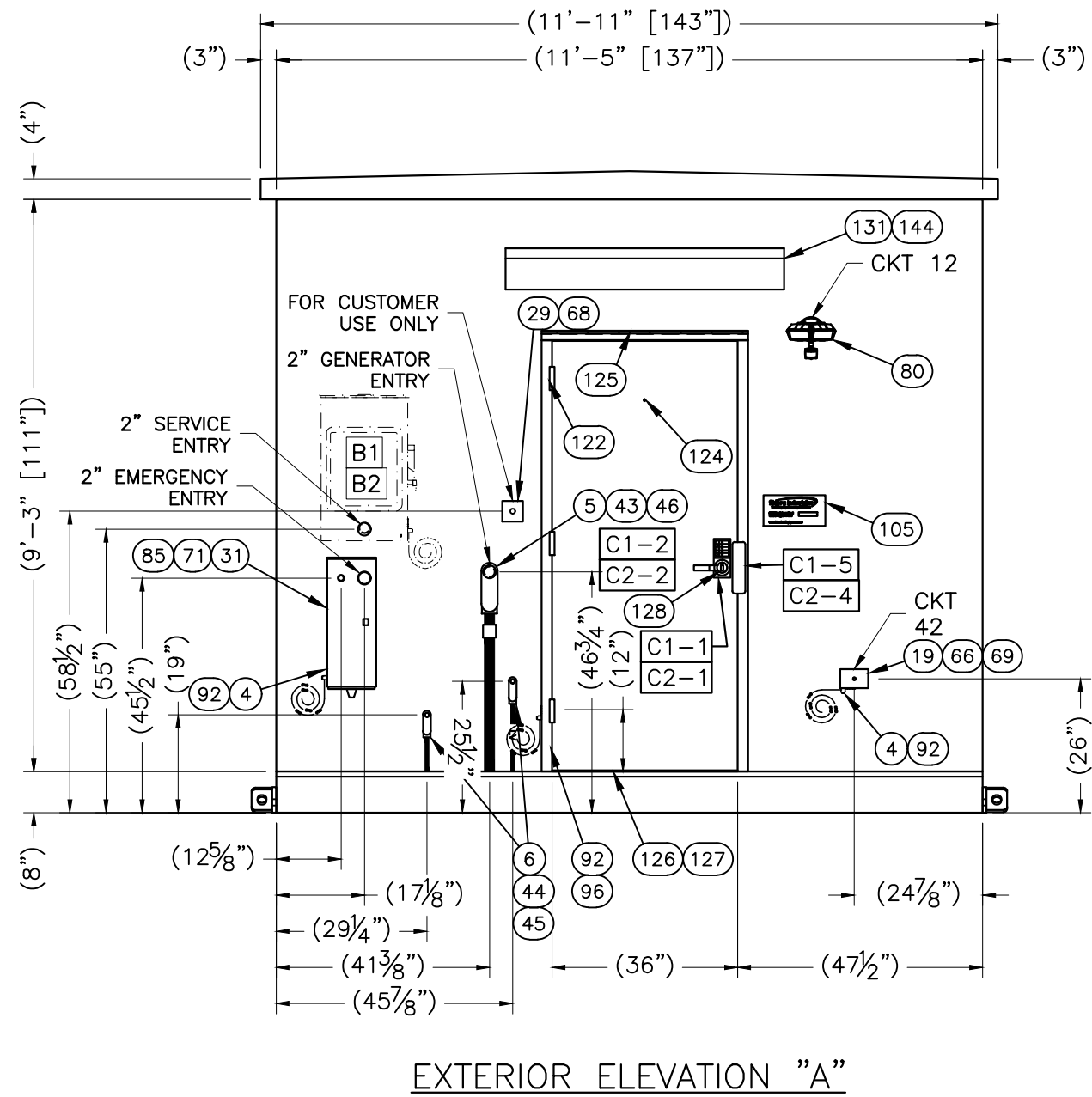
0-4

DRAWING NO.:

SATN22

REV.:

SUB-PARTS LIST			
ITEM	P/N	ORIGINAL DESCRIPTION	CUT
92	400099	WIRE,#2 SOLID COPPER,BARE,TINNED	120"
125	504400	DOOR,DRIP CAP,NGF16A-48"	40"



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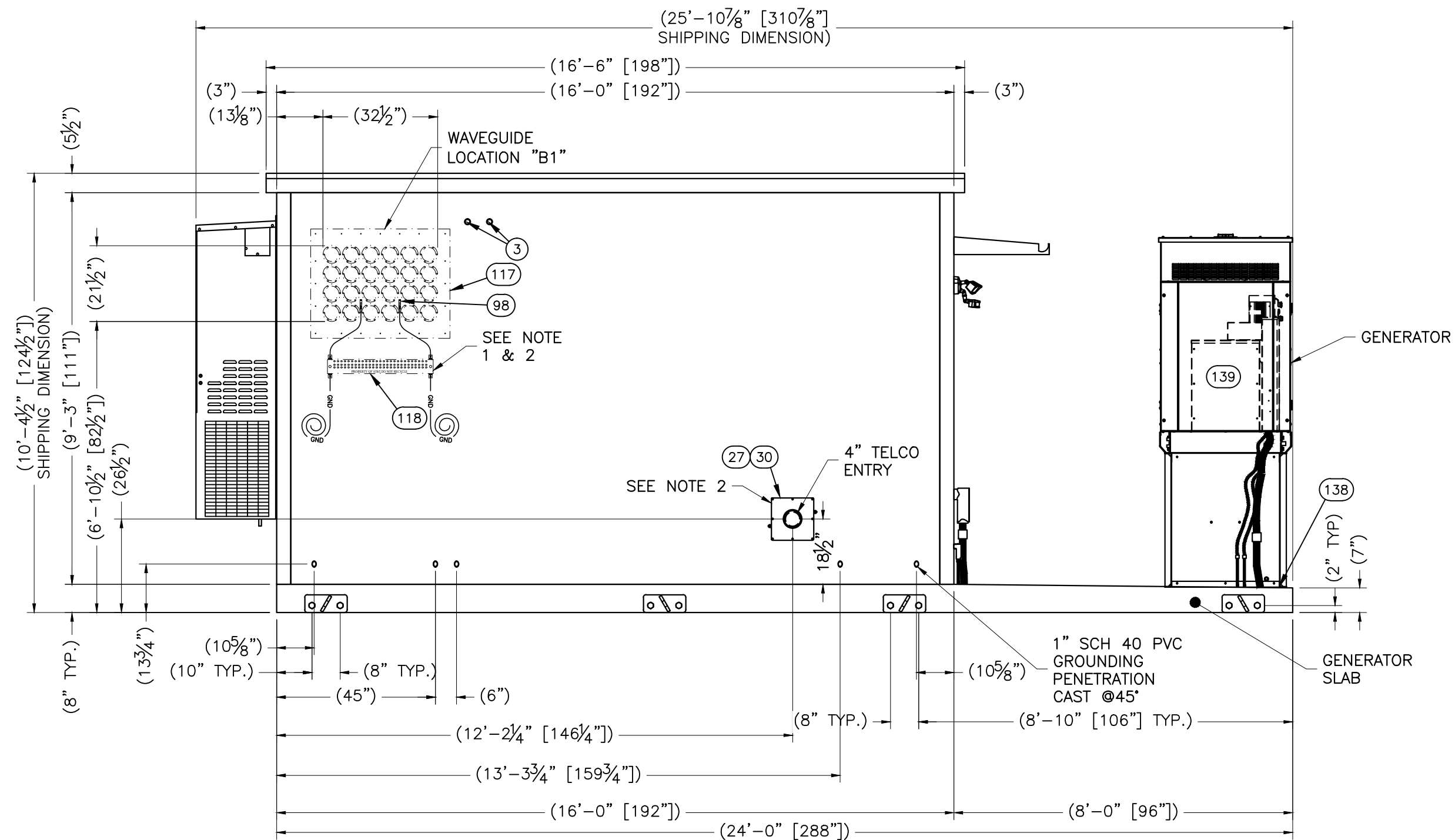


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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
EXTERIOR ELEVATIONS
"A" & "C"

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 1-0	
DRAWING NO.: SATN22	REV.:



NOTES:

1. INSTALL GROUND BAR ONLY WHEN WAVEGUIDE LOCATION IS REQUIRED.
PLACE GROUND BAR 6" BELOW WAVEGUIDE AND CENTERED.
2. REMOVE FOR SHIPPING.
3. ONLY (1) WAVEGUIDE WILL BE INSTALLED AND UTILIZED.

EXTERIOR ELEVATION "B"

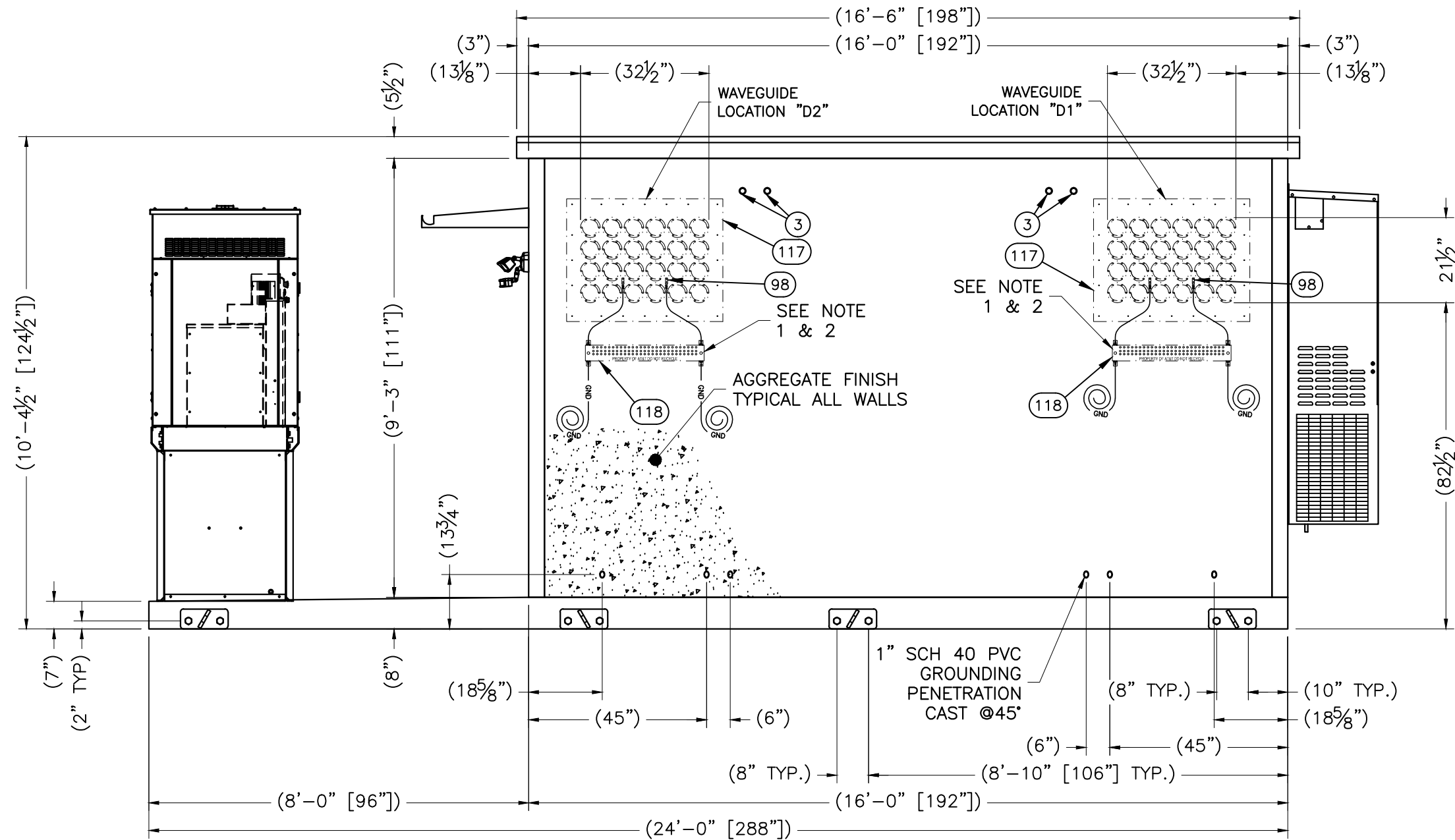
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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0" CONCRETE SHELTER EXTERIOR ELEVATION "B"

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 1-1	
DRAWING NO.: SATN22	REV.:



EXTERIOR ELEVATION "D"

NOTES:

1. INSTALL GROUND BAR ONLY WHEN WAVEGUIDE LOCATION IS REQUIRED.
PLACE GROUND BAR 6" BELOW WAVEGUIDE AND CENTERED.
2. REMOVE FOR SHIPPING.
3. ONLY (1) WAVEGUIDE WILL BE INSTALLED AND UTILIZED.

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CUSTOMER:

AT&T WIRELESS
SERVICES

PROJECT:

11'-5" X 16'-0"
CONCRETE SHELTER
EXTERIOR ELEVATION "D"

FILENAME:

SATN22

SCALE:

3/8" = 1'-0"

TOLERANCE:

DRWN. BY:

J. REEVES

DATE:

7/25/13

CHK. BY:

D. BROYLES

DATE:

7/25/13

ENG. BY:

DATE:

APP. BY:

D. BRANNEN

DATE:

7/25/13

SHEET NO.

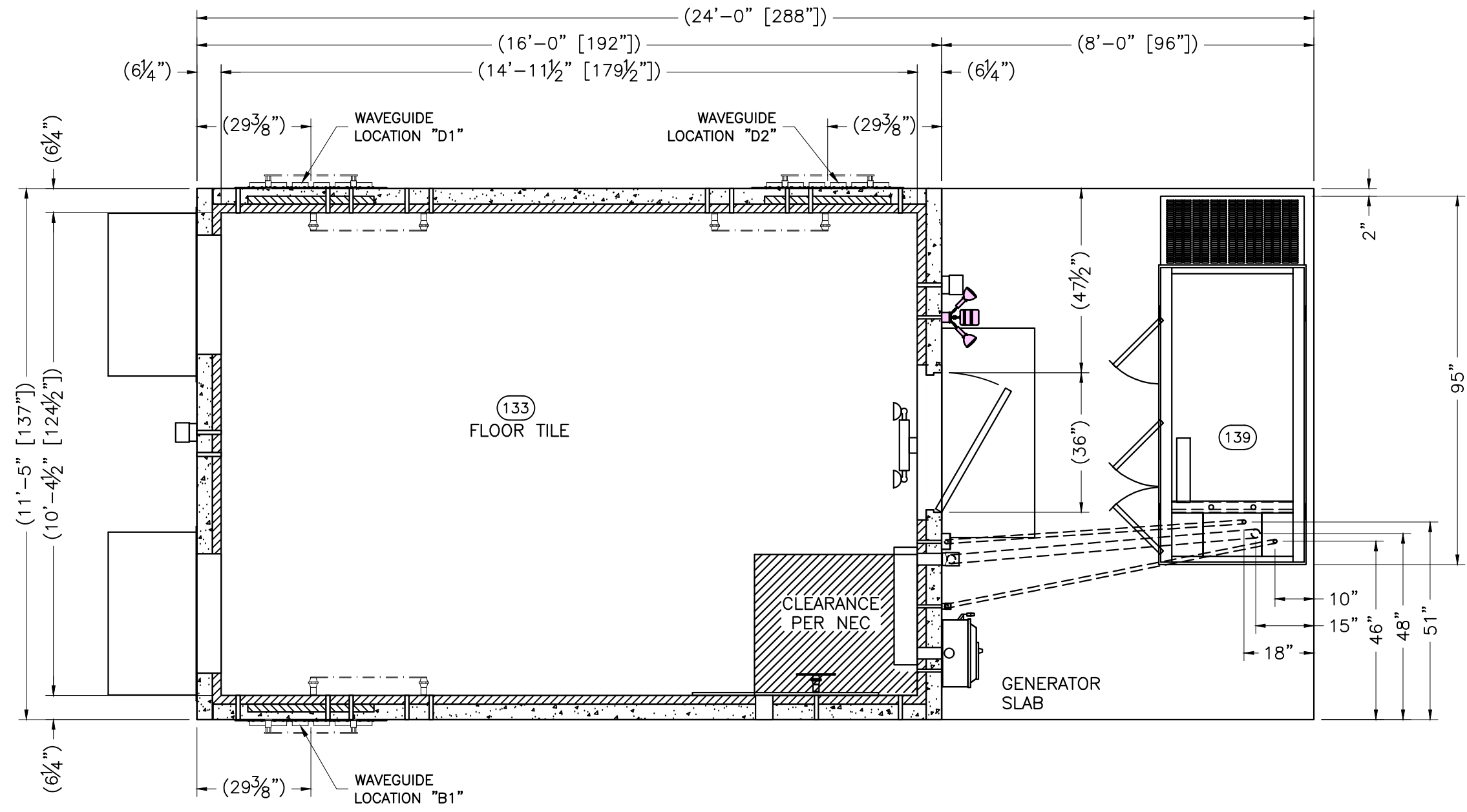
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DRAWING NO.:

SATN22

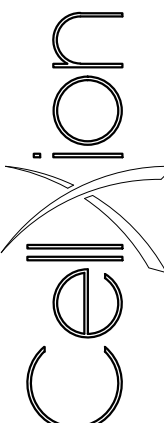
REV.:

SUB-PARTS LIST			
ITEM	P/N	ORIGINAL DESCRIPTION	PCS
133	320021	TILE VINYL,1/8",VINYLASA,VL556	183



FLOOR PLAN (OPTION "H1")
182.67 SQ. FT. EXTERIOR AREA
155.19 SQ. FT. INTERIOR AREA

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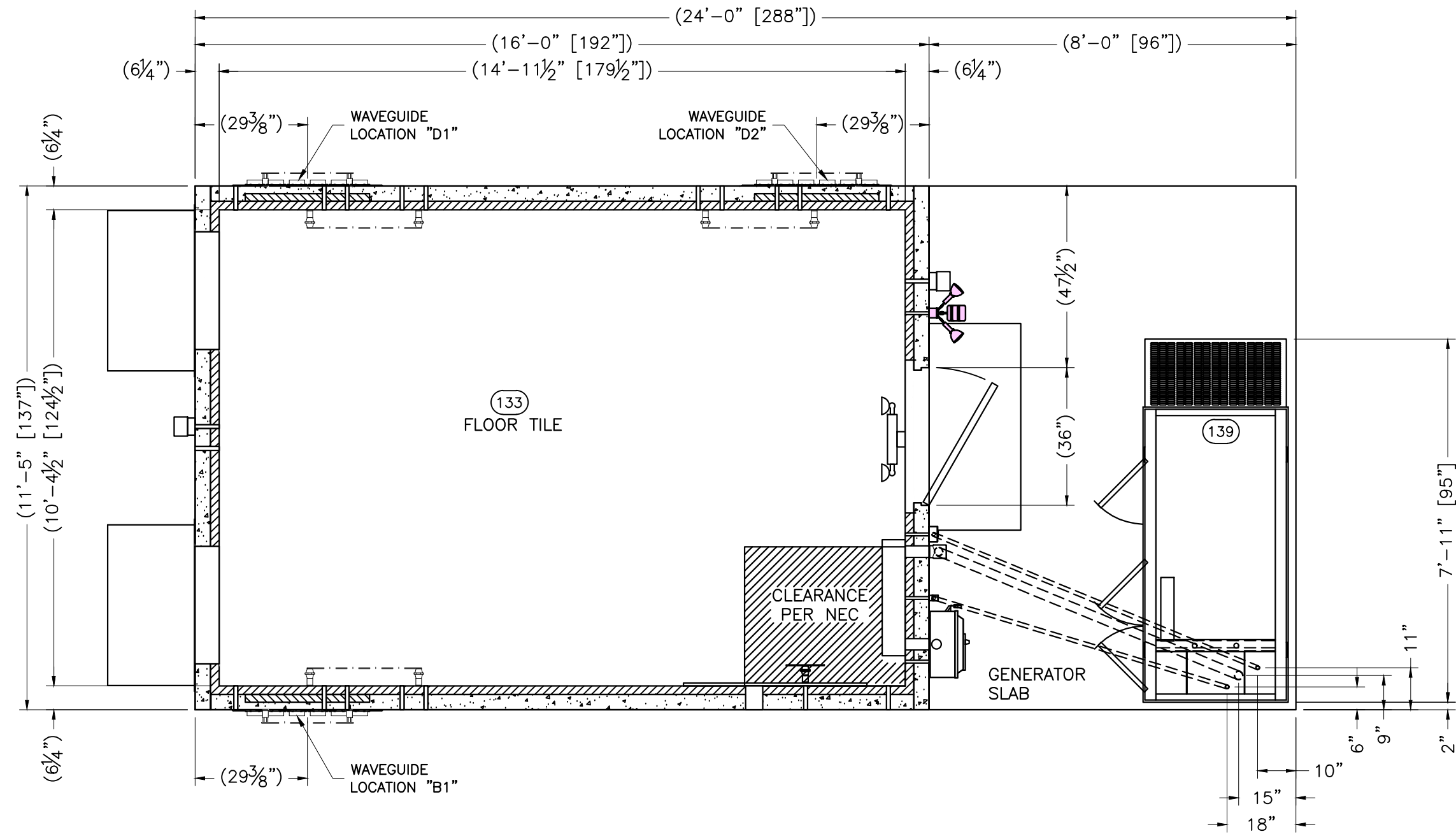
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voice: (318) 213-2900
fax: (318) 213-2919
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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
FLOOR PLAN
OPTION "H1"

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 2-0	
DRAWING NO.: SATN22	REV.:

SUB-PARTS LIST			
ITEM	P/N	ORIGINAL DESCRIPTION	PCS
133	320021	TILE VINYL,1/8",VINYLASA,VL556	183



FLOOR PLAN (OPTION "H2")
182.67 SQ. FT. EXTERIOR AREA
155.19 SQ. FT. INTERIOR AREA

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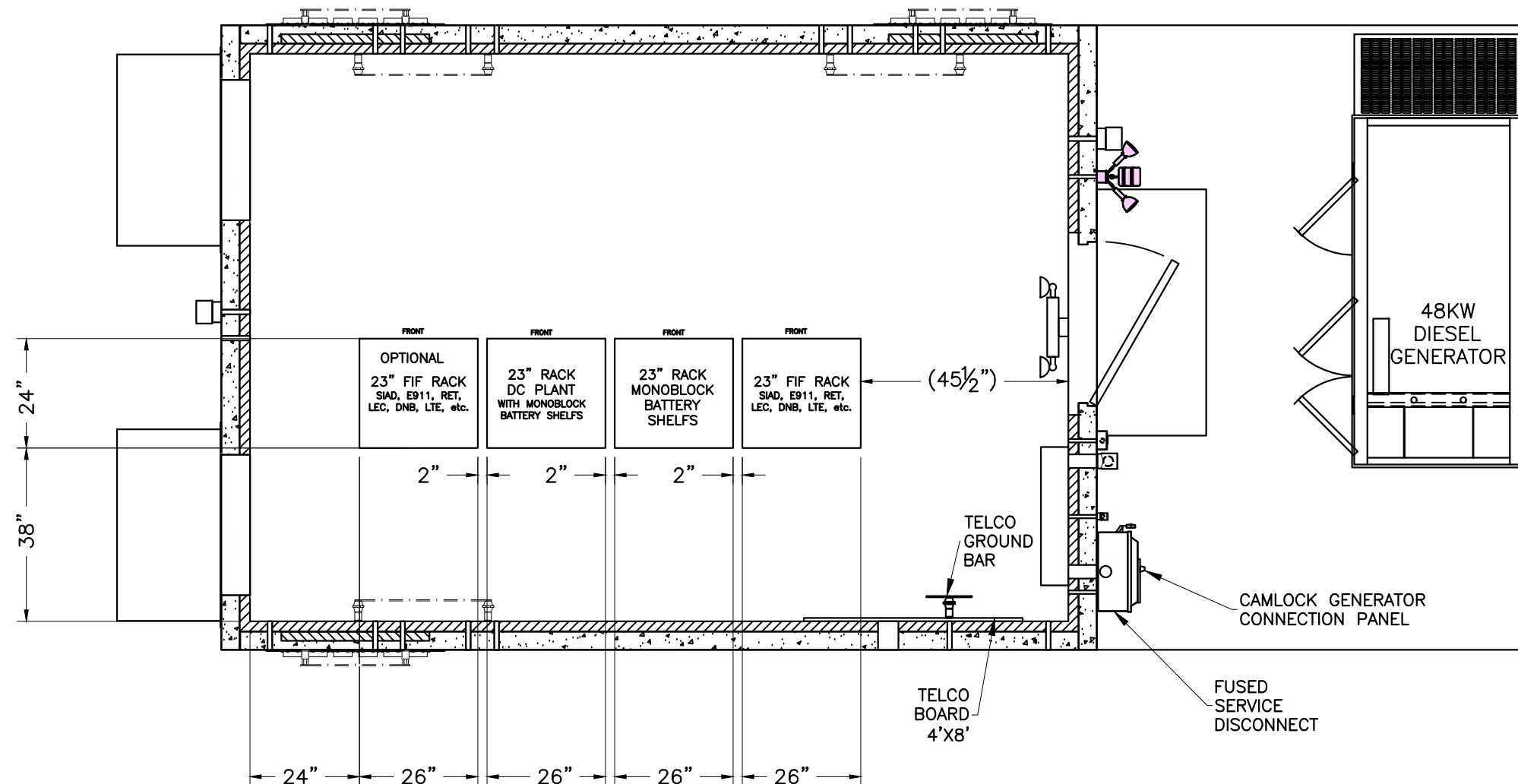


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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
FLOOR PLAN
OPTION "H2"

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 2-1	
DRAWING NO.: SATN22	REV.:



EQUIPMENT LAYOUT

NOTES:

- BATTERY RACK TO CONTAIN (20) GNB M12V155FT VRLA BATTERIES AT 155Ah EACH WITH A TOTAL ELECTROLYTE CAPACITY OF 28 GALLONS. 24VDC CAPACITY OF 1550Ah OR -48VDC CAPACITY OF 775Ah.
- SET HVAC FRESH AIR DAMPER TO 15% OUTSIDE AIR. THIS WILL SUPPLY MIN. 155CFM TO BATTERY VENTILATION.

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CUSTOMER:

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PROJECT:

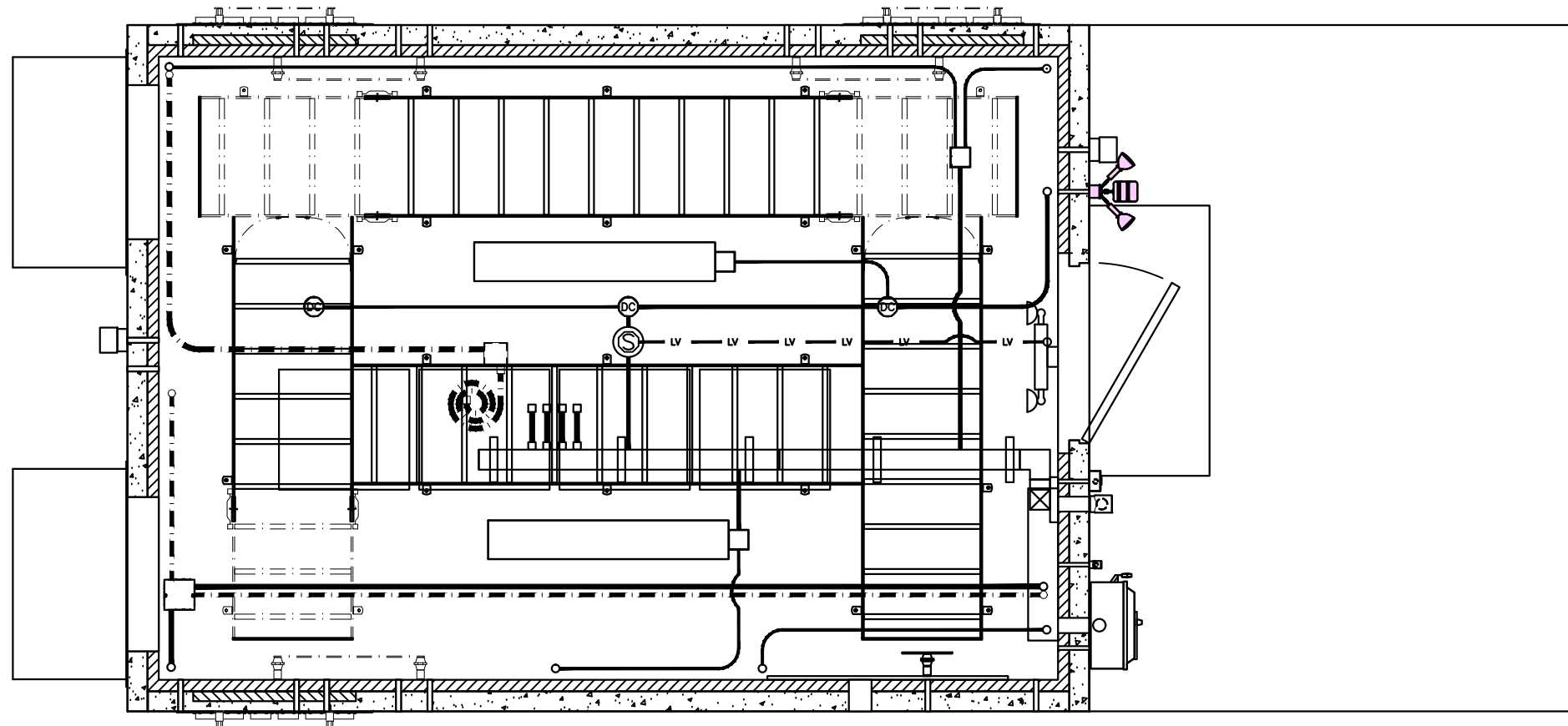
11'-5" X 16'-0"
 CONCRETE SHELTER
 EQUIPMENT LAYOUT

FILENAME:
 SATN22

SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13

SHEET NO.
 2-2

DRAWING NO.: SATN22	REV.:
------------------------	-------



REFLECTED CEILING PLAN
OVERLAY

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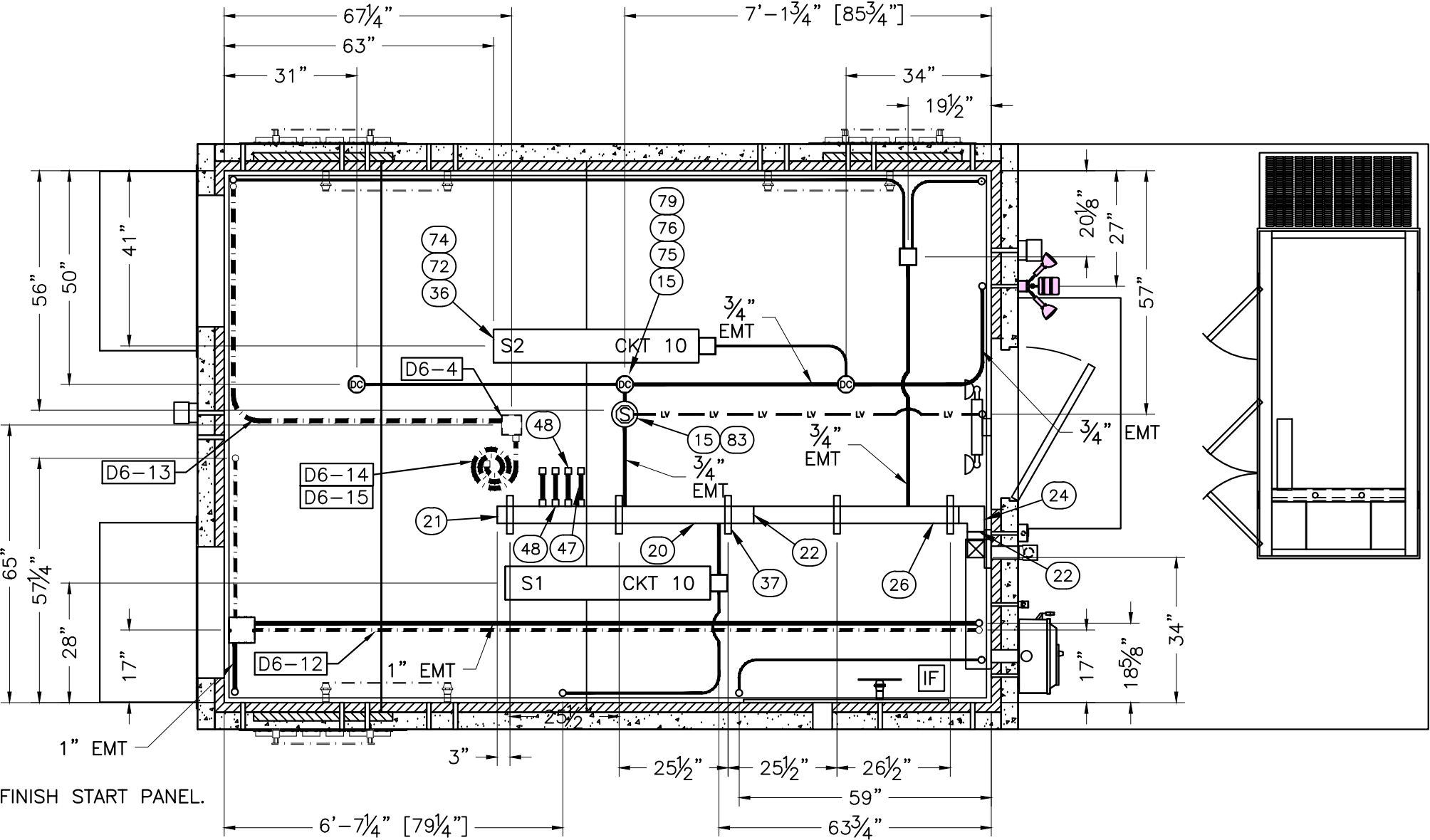
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fax: (318) 213-2919
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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0" CONCRETE SHELTER REFLECTED CEILING PLAN OVERLAY

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 2-3	
DRAWING NO.: SATN22	REV.:

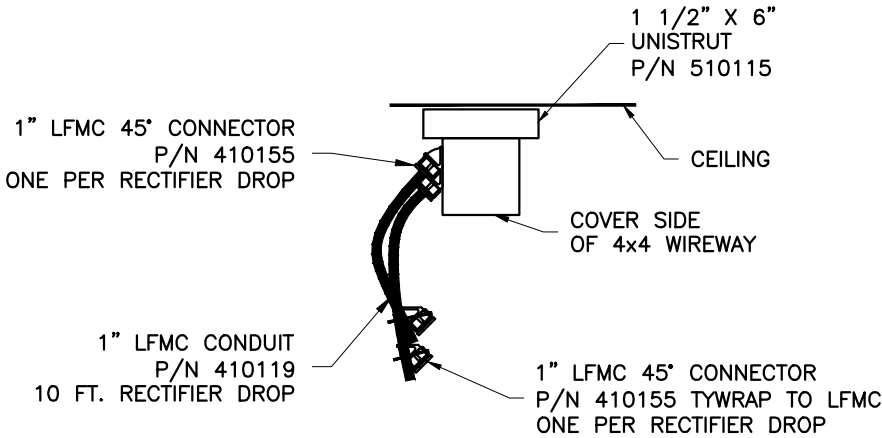
SUB-PARTS LIST			
ITEM	P/N	DESCRIPTION	CUT
20	430048	WIREWAY,GALV,4"x4"x60",W/O KO'S (OR EQUAL)	60"
26	430268	WIREWAY,GALV,4"x4"x48",W/O KO'S (OR EQUAL)	48"
47	410119	CONDUIT,LPMC,1",SEALTITE (OR EQUAL)	96"



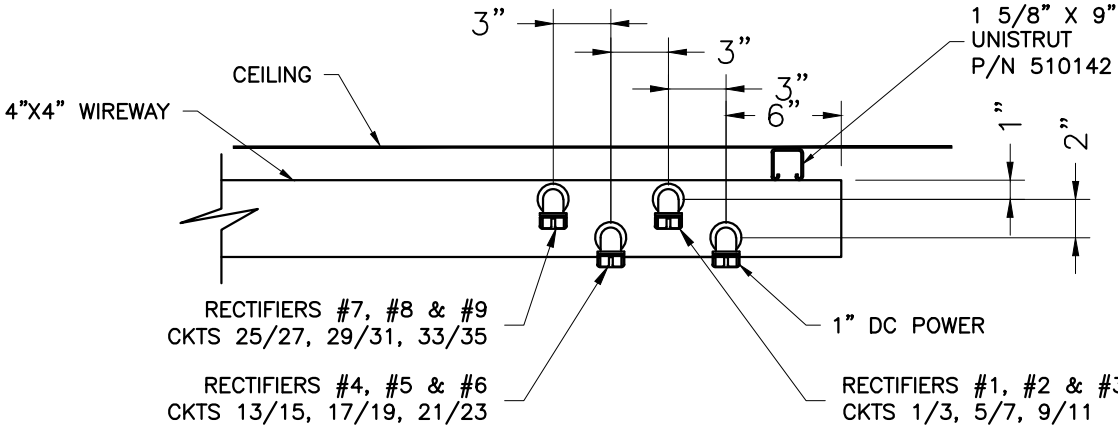
NOTES:

1. IF = INTERIOR FINISH START PANEL.

REFLECTED CEILING PLAN
ELECTRICAL



RECTIFIER DROP
DETAILS



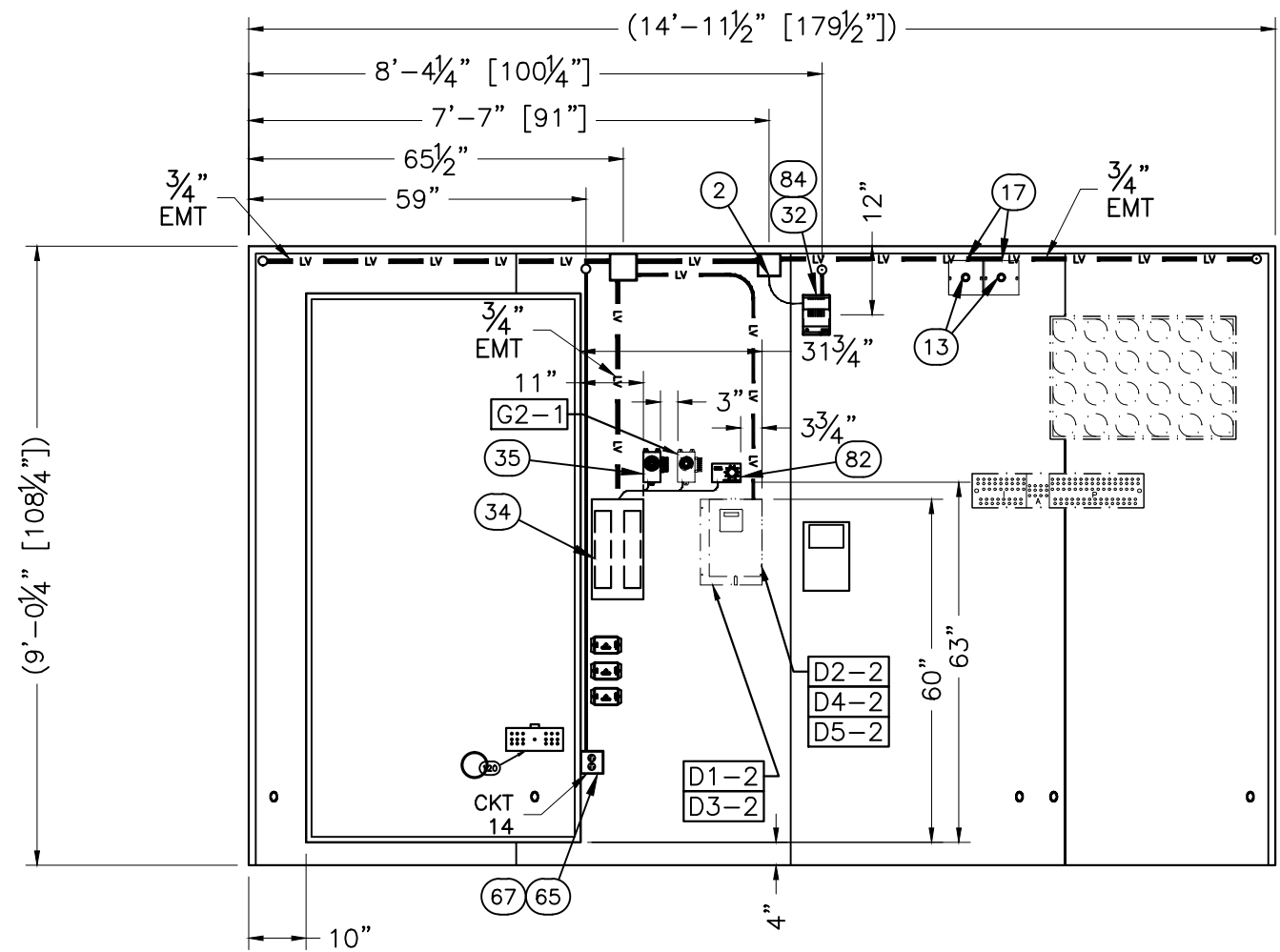
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CUSTOMER:
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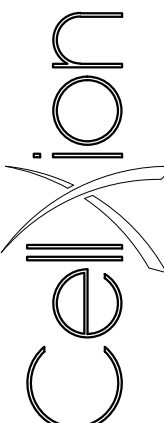
PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
REFLECTED CEILING
PLAN (OVERLAY)

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 3-0	
DRAWING NO.:	REV.:
SATN22	



INTERIOR ELEVATION "B"
ELECTRICAL

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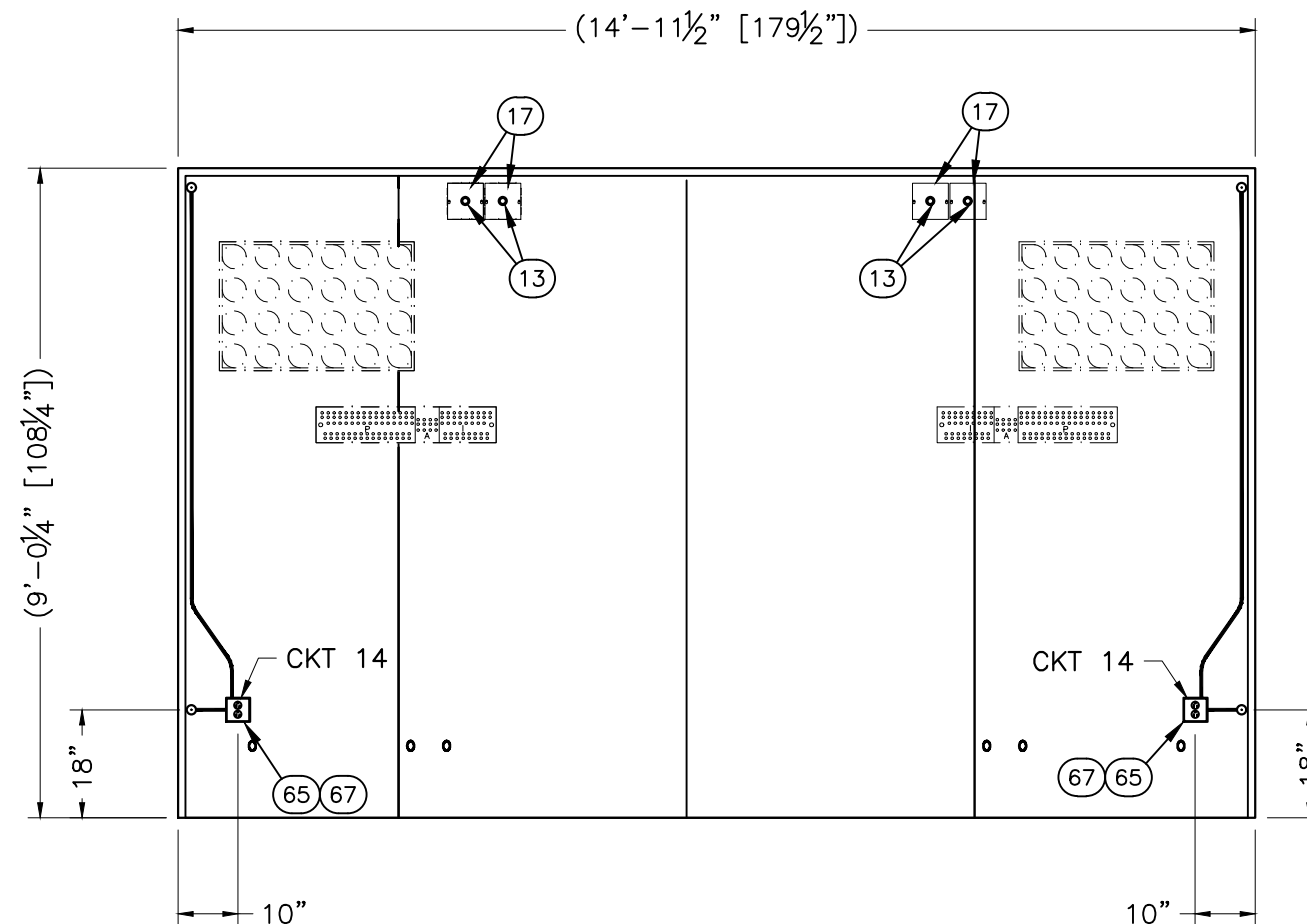
fax: (318) 213-2919

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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
INTERIOR ELEVATION
"B" (ELECTRICAL)

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 4-1	
DRAWING NO.: SATN22	REV.:



INTERIOR ELEVATION "D"
ELECTRICAL

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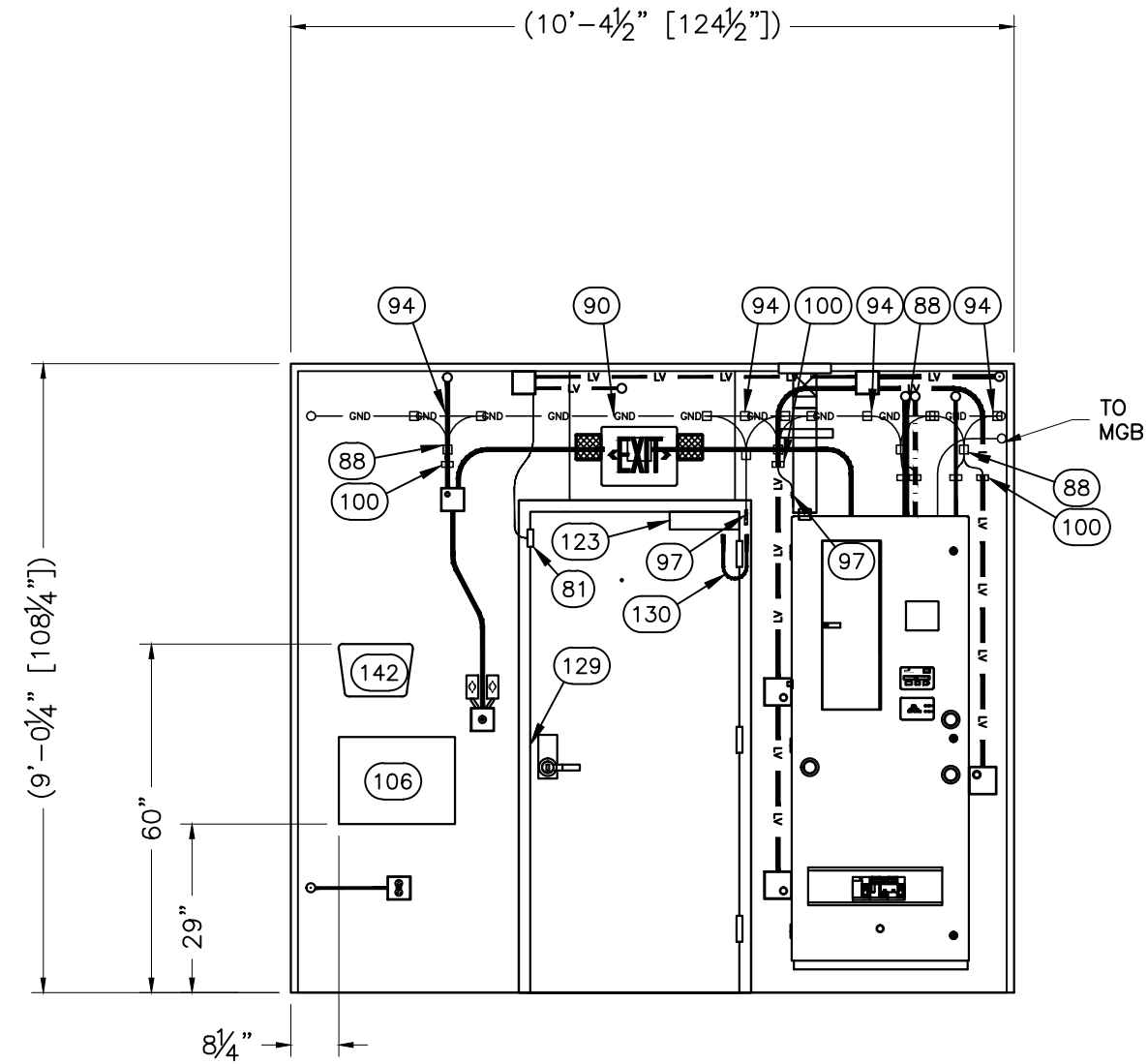
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CUSTOMER:
AT&T WIRELESS SERVICES

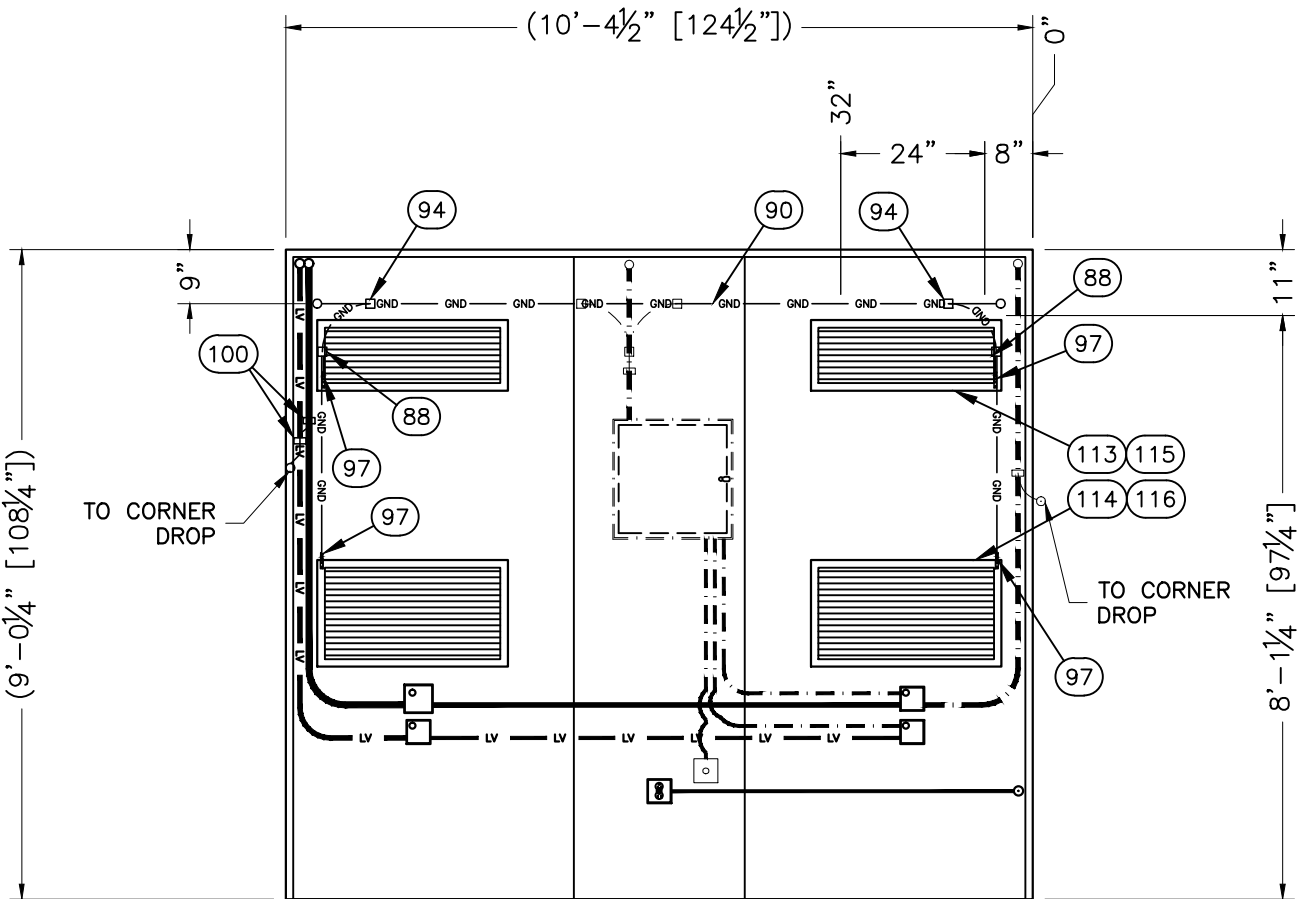
PROJECT:
11'-5" X 16'-0" CONCRETE SHELTER INTERIOR ELEVATION "D"

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 4-2	
DRAWING NO.: SATN22	REV.:

SUB-PARTS LIST			
ITEM	P/N	ORIGINAL DESCRIPTION	CUT
89	400030	WIRE, #6 THHN, STRAND, GRN	504"



INTERIOR ELEVATION "A"
MECHANICAL



INTERIOR ELEVATION "C"
MECHANICAL

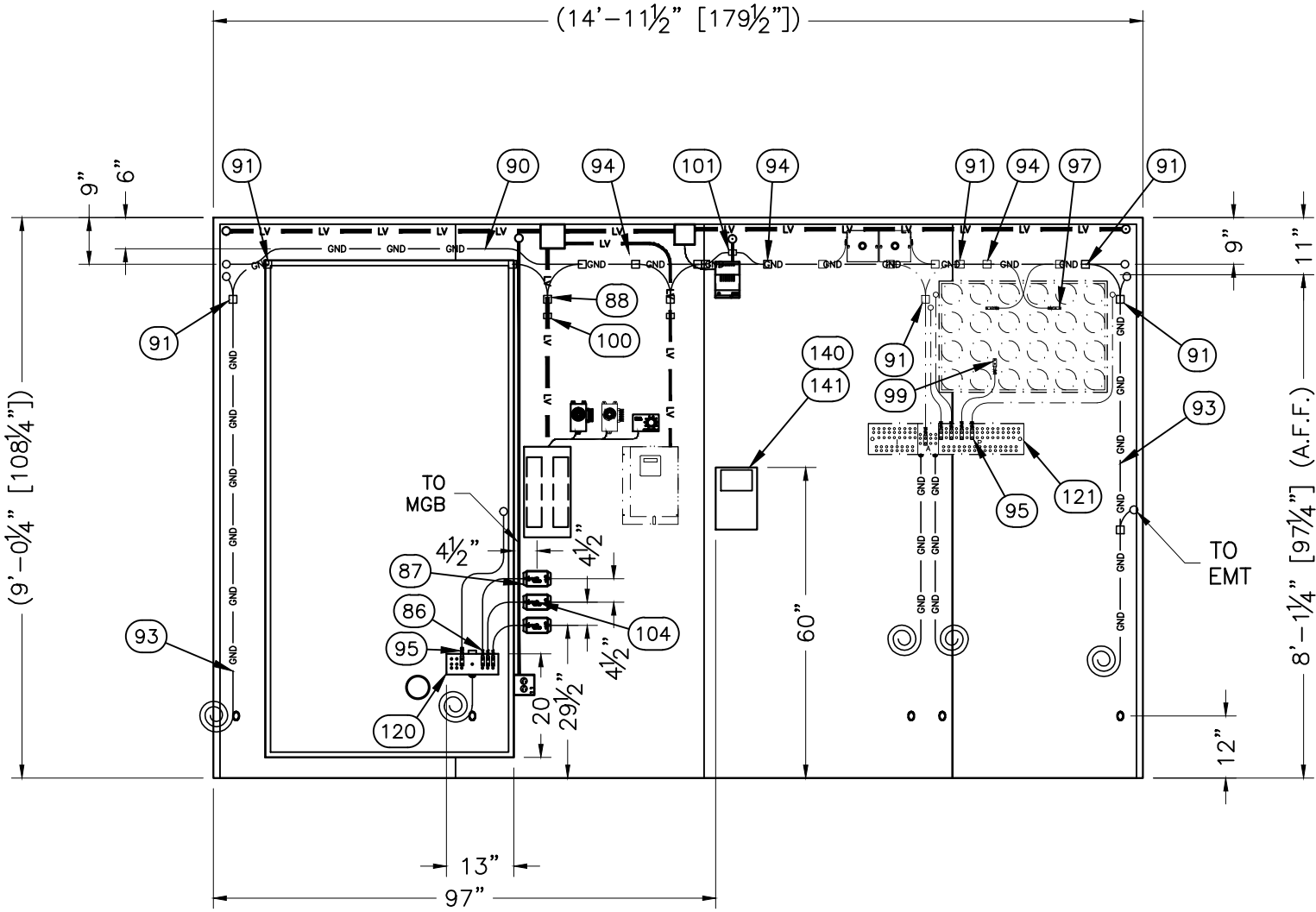
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fax: (318) 213-2919
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CUSTOMER:	
AT&T WIRELESS SERVICES	
PROJECT:	
11'-5" X 16'-0" CONCRETE SHELTER INTERIOR ELEVATIONS "A" & "C" (MECHANICAL)	
FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 5-0	
DRAWING NO.: SATN22	REV.:

SUB-PARTS LIST			
ITEM	P/N	ORIGINAL DESCRIPTION	CUT
93	400099	WIRE, #2 SOLID COPPER, BARE, TINNED	144"



INTERIOR ELEVATION "B"
MECHANICAL

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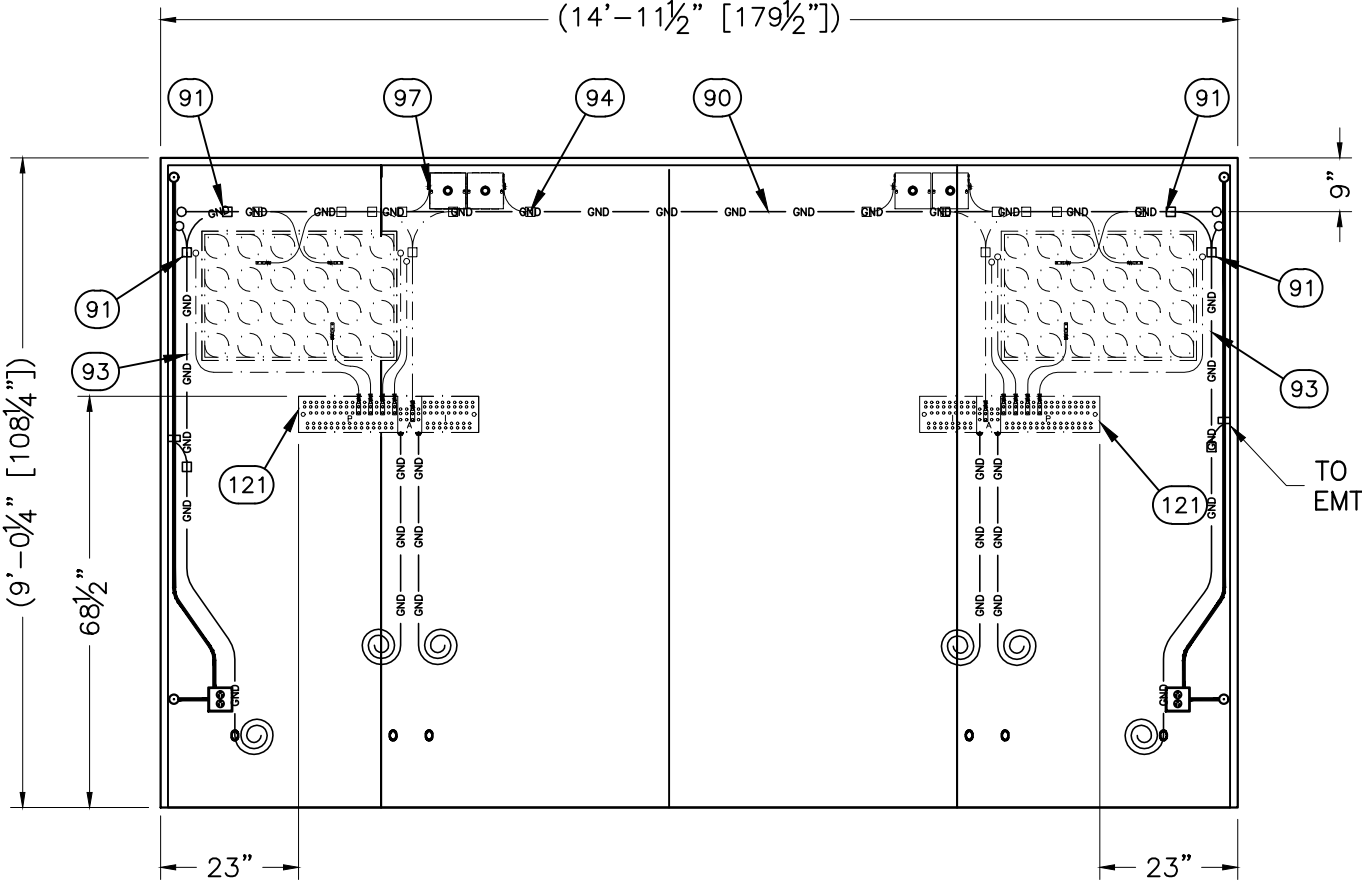
5031 Hazel Jones Road
Bossier City, Louisiana 71111
voice: (318) 213-2900
fax: (318) 213-2919
www.cellxion.com

CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
INTERIOR ELEVATION
"B" (MECHANICAL)

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 5-1	
DRAWING NO.: SATN22	REV.:

SUB-PARTS LIST			
ITEM	P/N	ORIGINAL DESCRIPTION	CUT
93	400099	WIRE,#2 SOLID COPPER,BARE,TINNED	144"



INTERIOR ELEVATION "D"
MECHANICAL

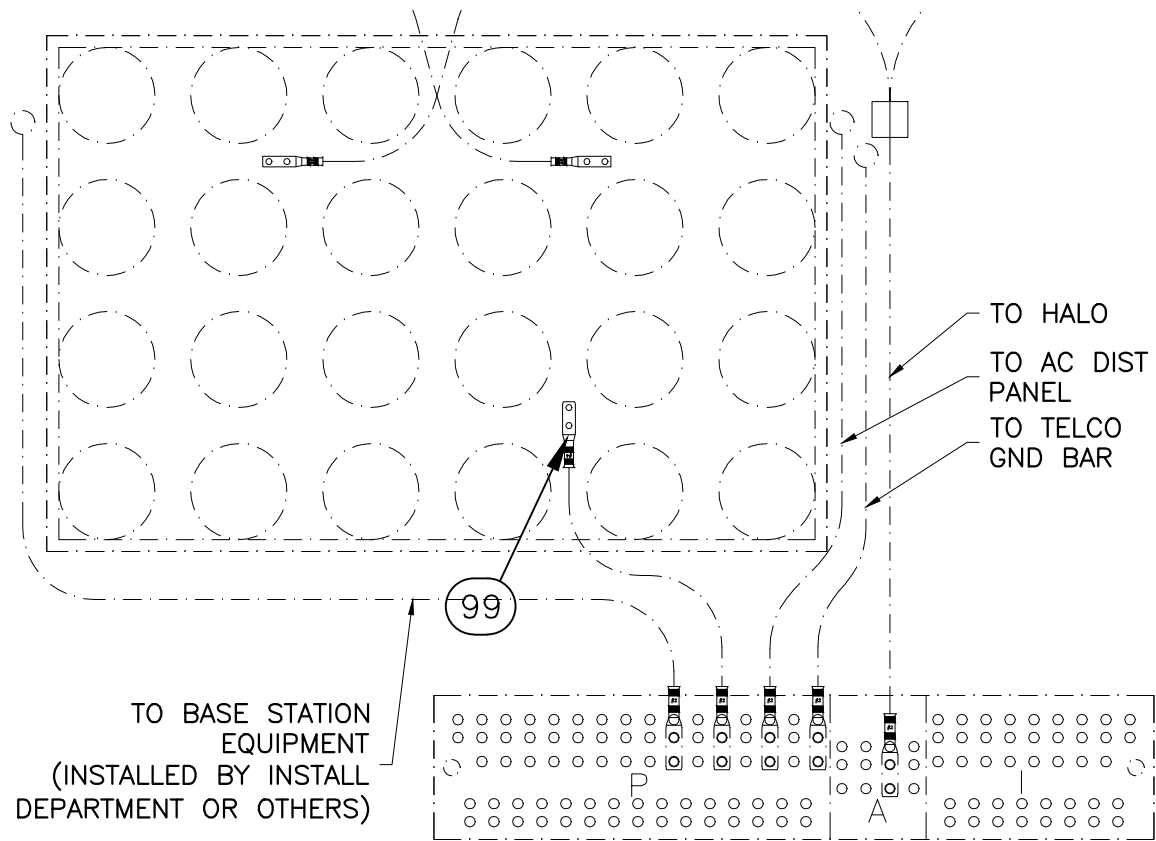
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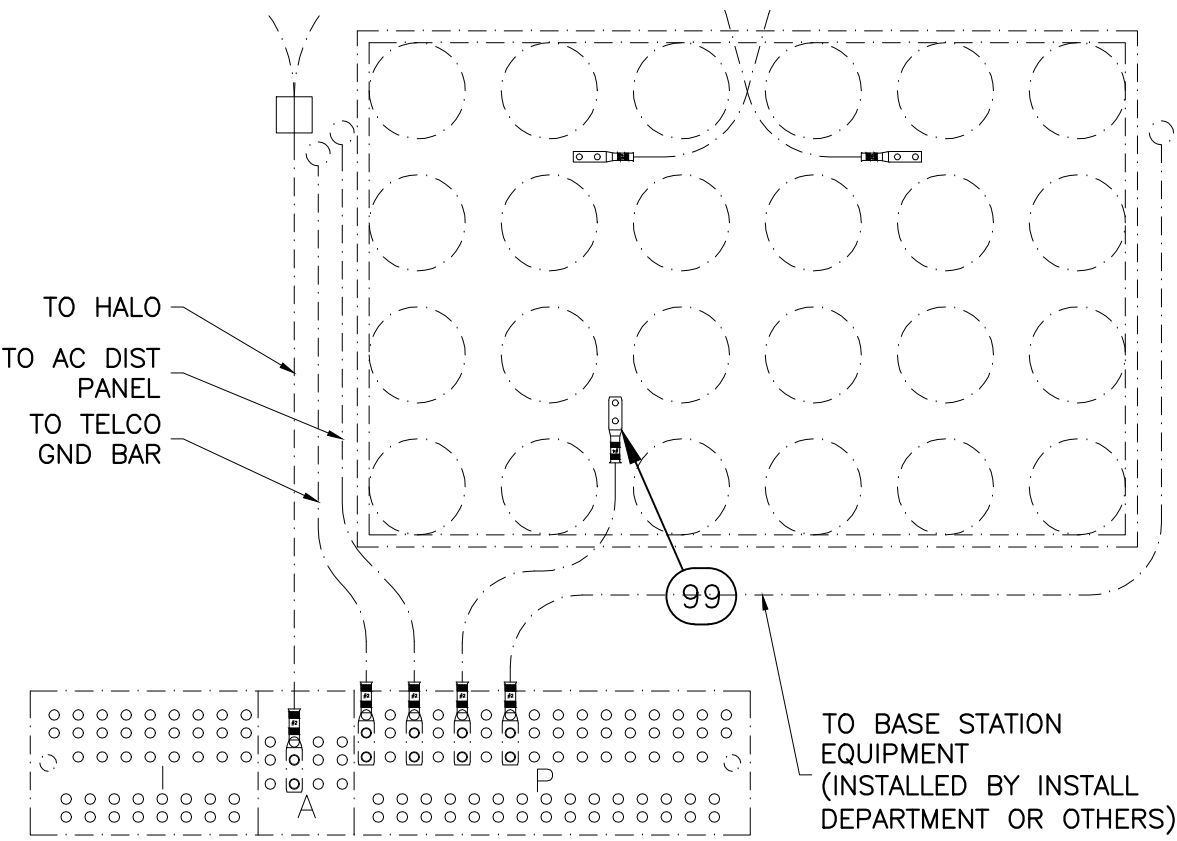
CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
**11'-5" X 16'-0" CONCRETE SHELTER
INTERIOR ELEVATION
"D" (MECHANICAL)**

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 5-2	
DRAWING NO.: SATN22	REV.:



INTERIOR GROUND
BAR DETAIL
(WAVEGUIDE "D1")



INTERIOR GROUND
BAR DETAIL
(WAVEGUIDE "B1" & "D2")

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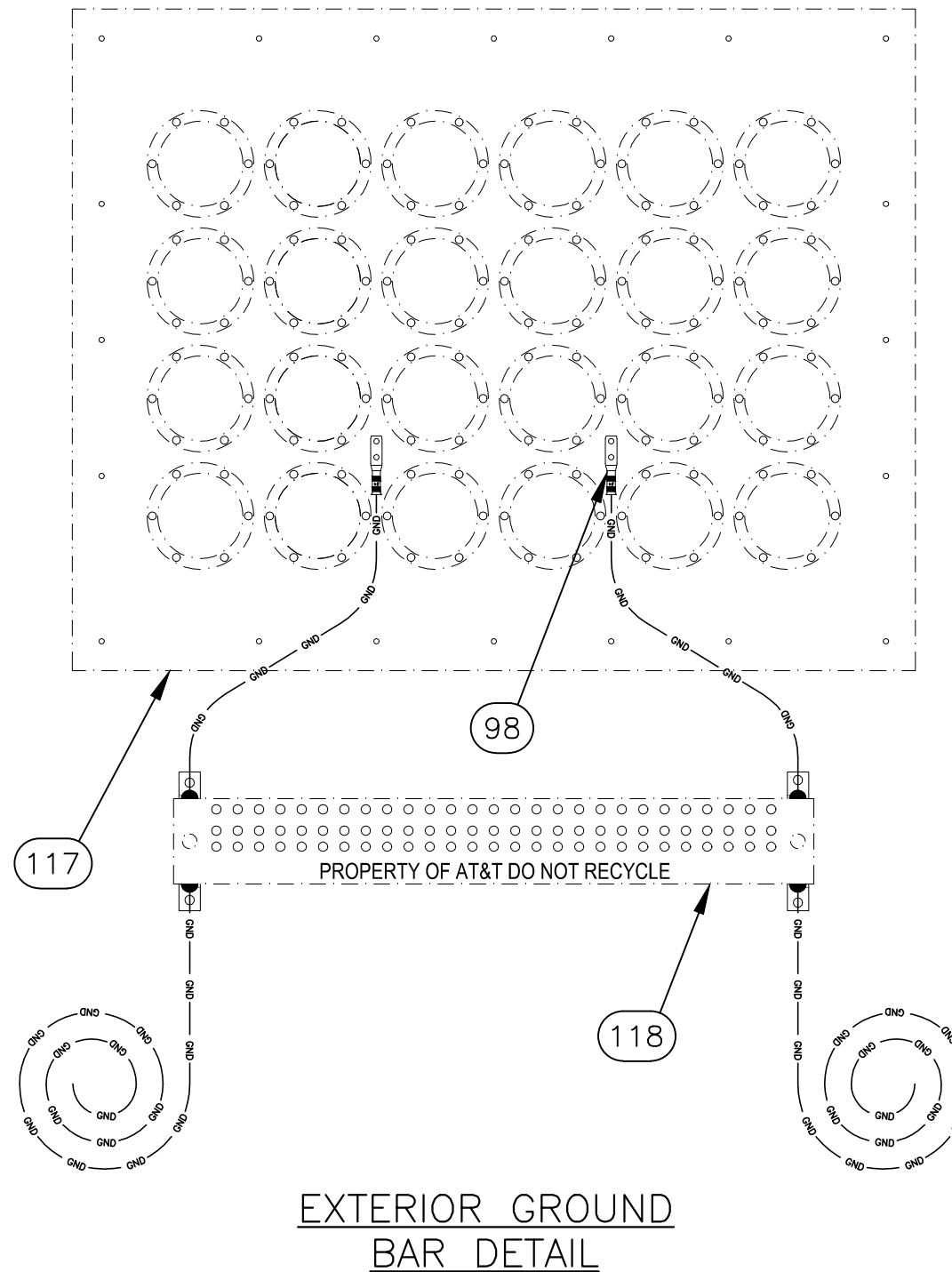
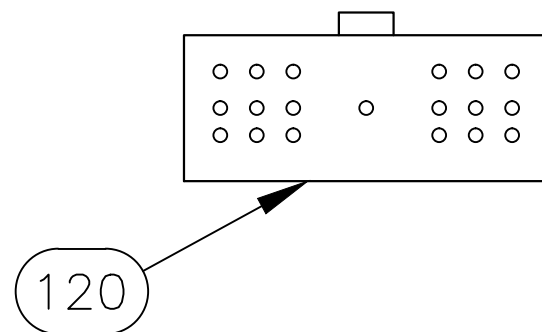
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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
GROUND BAR
DETAILS

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 5-3	
DRAWING NO.: SATN22	REV.:

TELCO GROUND BAR DETAIL



EXTERIOR GROUND BAR DETAIL

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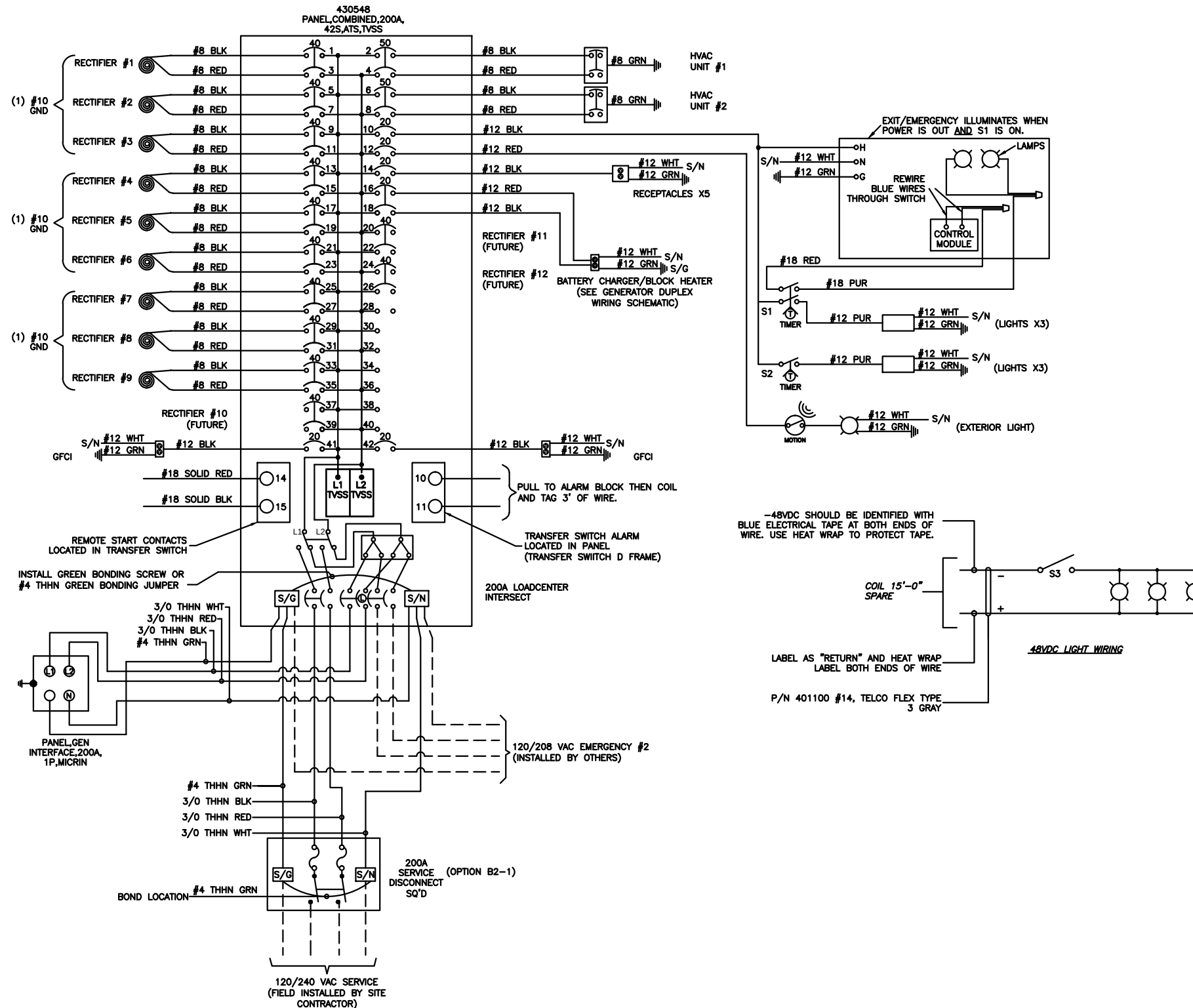
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voice: (318) 213-2900
fax: (318) 213-2919
www.cellxion.com

CUSTOMER:
AT&T WIRELESS
SERVICES

PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
TELCO/EXTERIOR
GROUND BAR DETAILS

FILENAME: SATN22	
SCALE: 3/8" = 1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 5-4	
DRAWING NO.: SATN22	REV.:

1. DO NOT SHARE NEUTRALS UNLESS OTHERWISE SPECIFIED.
2. WHEN AC & DC WIRING IS LOCATED IN THE SAME BOX, ENCLOSURE, OR WIREWAY, WIRES MUST BE LABELED WITH VOLTAGE TYPE.
3. DC VOLTAGE IS NEGATIVE FEED, CHANGE CONNECTION POINTS AT DEVICES SO THAT BLACK WIRES ARE CONNECTED TO POSITIVE(+) TERMINALS AND RED WIRES ARE CONNECTED TO NEGATIVE(-) TERMINALS.
4. ALL WIRES TO BE THHN TYPE RATED 90°C.

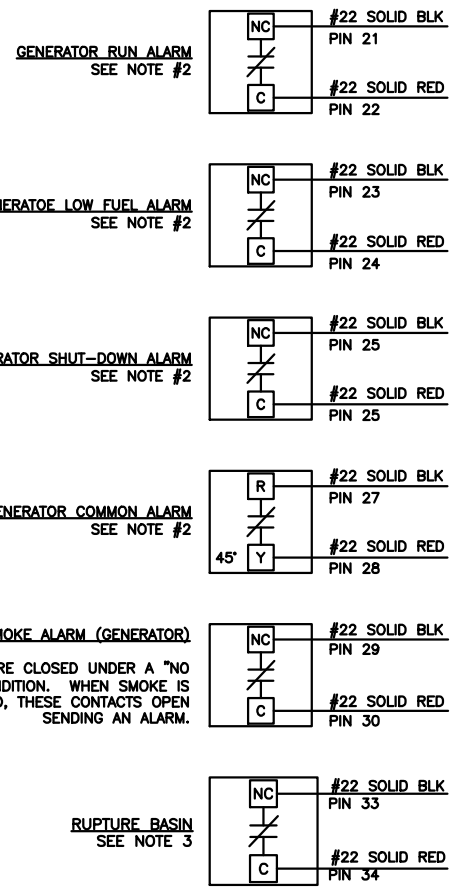
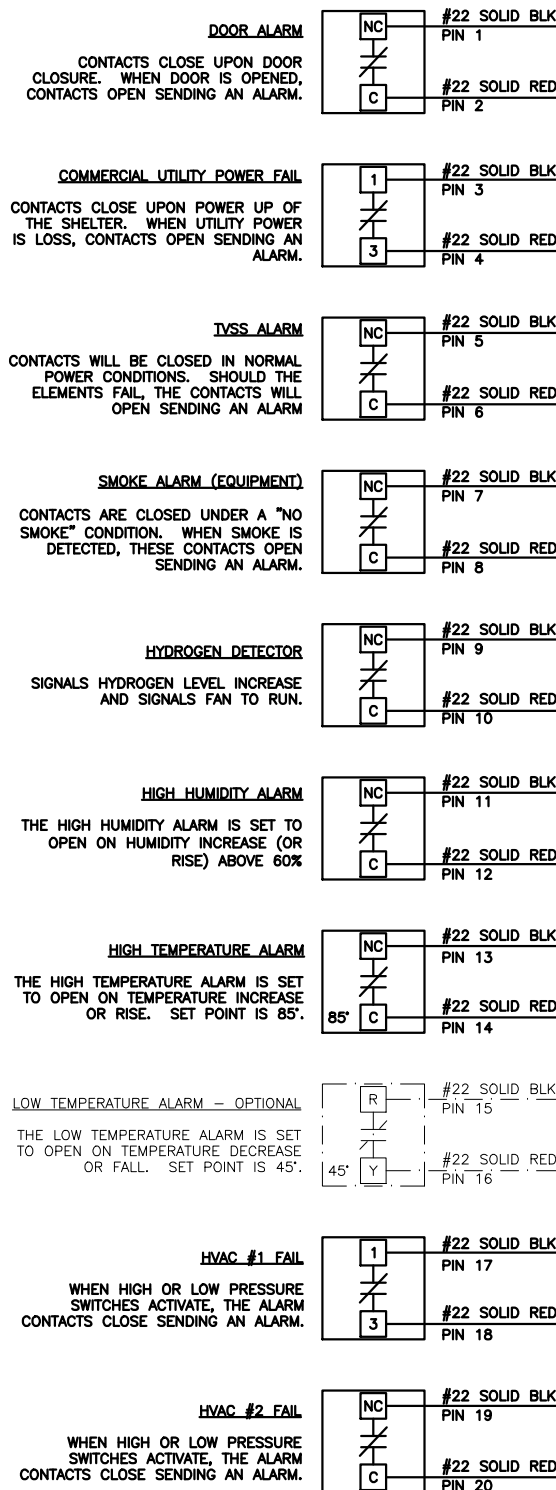


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fax: (318) 213-2919
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PROJECT:
11'-5" X 16'-0"
CONCRETE SHELTER
ELECTRICAL SCHEMATIC

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 6-0	
DRAWING NO.: SATN22	REV.:

ALARM BLOCK #1

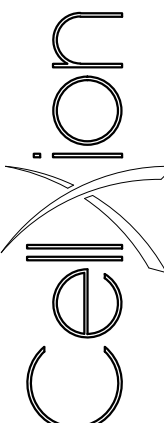


PULL TO ALARM BLOCK THEN PUNCH DOWN AS NOTED:

- NOTES:
1. DIAGRAM SHOWS WHERE TO TERMINATE IF ALARM IS REQUIRED IN SHELTER. NOT ALL ALARMS MAY BE REQUIRED.
 2. GENERATOR ALARMS SHALL ORIGINATE DIRECTLY FROM GENSET IF A GENERATOR ROOM IS SUPPLIED WITHIN THE SHELTER, OR FROM THE MICRIN INTERFACE PANEL IF AN EQUIPMENT ONLY SHELTER.
 3. ALARMS REQUIRED THAT ARE NOT DISPLAYED ON THIS DETAIL SHALL BE TAGGED WITH ORIGIN AND COILED 2FT FOR CUSTOMER CONNECTION.
 4. STANDARD SHELTER EQUIPMENT REQUIRING DC POWDER (SUCH AS - BUT NOT LIMITED TO - SMOKE DETECTORS, HYDROGEN DETECTORS, EMERGENCY DC LIGHTING, ETC.) WILL BE INSTALLED BY SHELTER VENDOR WITH DC WIRING LABELED AND COILED (NEAR RECTIFIER DROPS) FOR FUTURE TERMINATION INTO DC PLANTS.
 5. MICRIN/COMMTECH STANDARD MOBILE GENERATOR CAM/LOCK ASSEMBLY IS EQUIPPED WITH ALARM/CONTROL CONNECTOR PRE-WIRED WITH 25' (5 PAIR CABLE) #24 FOR TERMINATION AT ALARM CONNECTION BLOCKS AND ALSO PRE-WIRED WITH 20' #16 (SINGLE PAIR) FOR TERMINATION TO ATS AUTO START/STOP TERMINALS.
 6. EQUIPMENT ROOM SMOKE DETECTOR UPON ALARM MUST DISABLE HVAC UNITS & DISABLE OPTIONAL DC VENTILATION FAN SYSTEM IF APPLICABLE. GENERATOR ROOM SMOKE DETECTOR UPON ALARM MUST DISABLE GENERATOR & ANY GENERATOR ROOM FAN SYSTEMS.

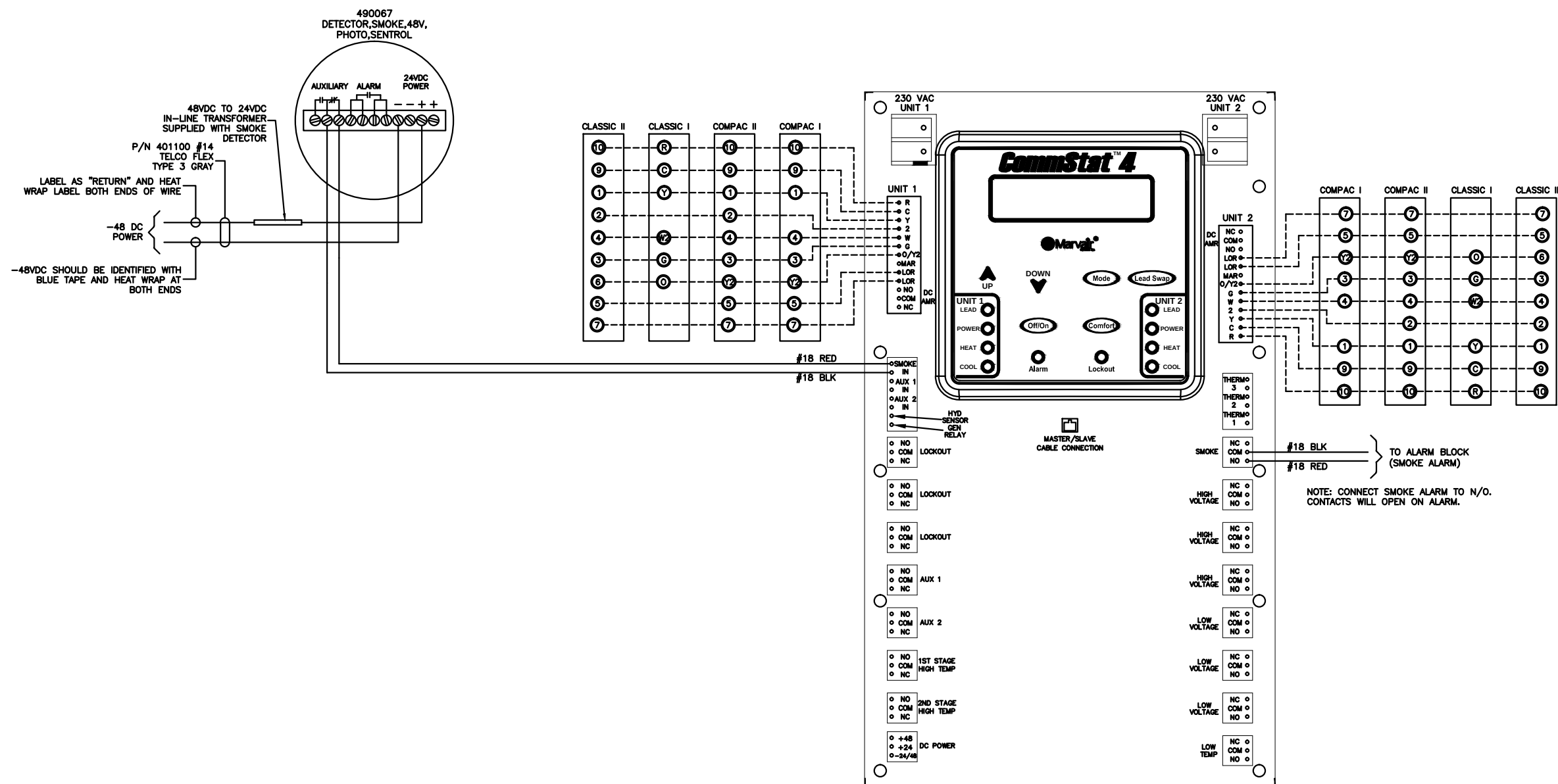
REVIEW REFERENCE DRAWING 108-136.
ALL WIRING WILL GO TO ALARM BLOCK #1 ONLY.

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www.cellxion.com

CUSTOMER:	
AT&T WIRELESS SERVICES	
PROJECT: 11'-5" X 16'-0" CONCRETE SHELTER LOW VOLTAGE SCHEMATIC	
FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 6-1	
DRAWING NO.: SATN22	REV.:



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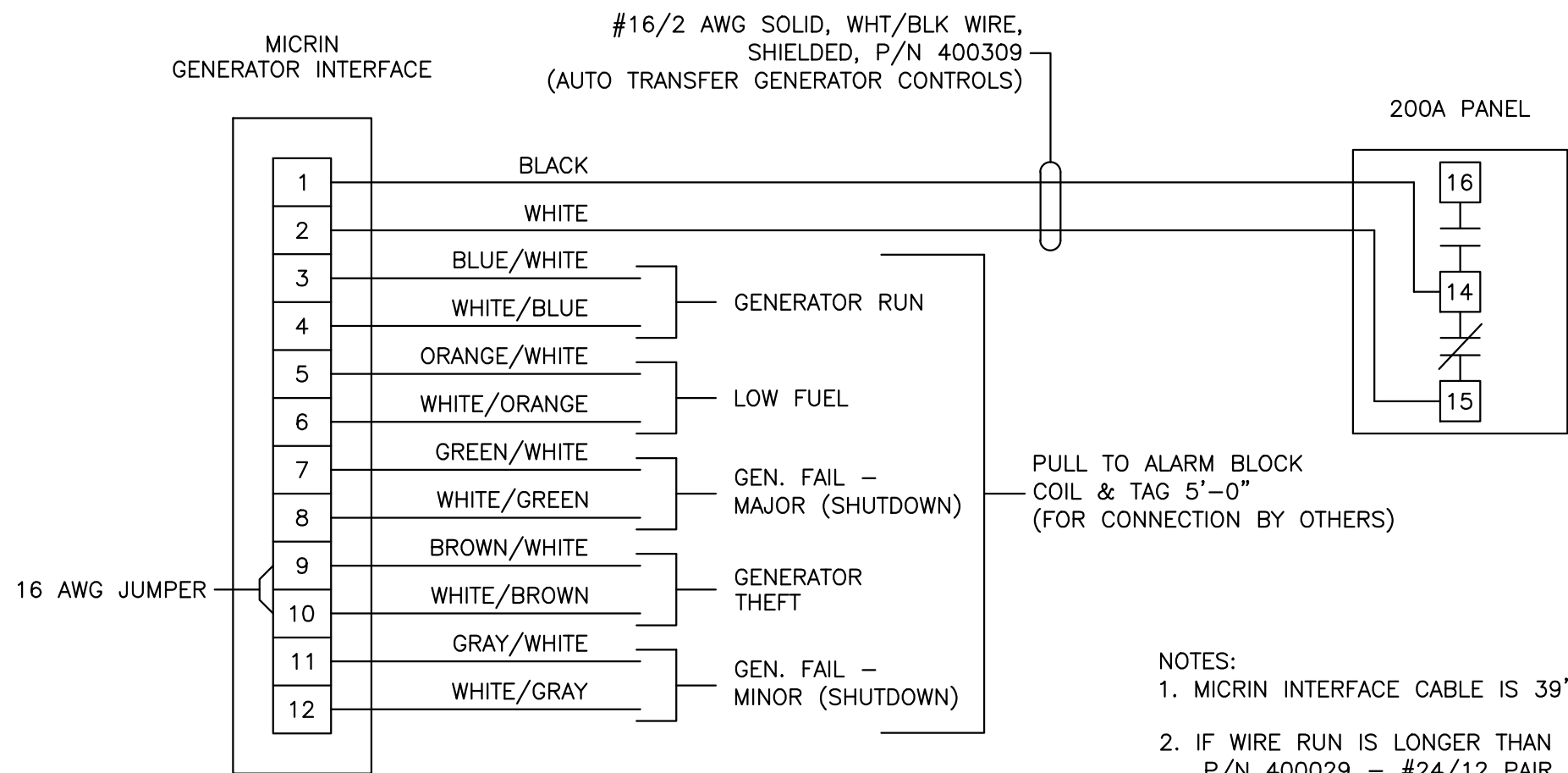
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voice: (318) 213-2900
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www.cellxion.com

CUSTOMER:
**AT&T WIRELESS
SERVICES**

PROJECT:
**11'-5" X 16'-0"
CONCRETE SHELTER
COMMSTAT 4 &
48VDC SMOKE WIRING**

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 6-2	
DRAWING NO.: SATN22	REV.:



- NOTES:
1. MICRIN INTERFACE CABLE IS 39'-0" LONG.
 2. IF WIRE RUN IS LONGER THAN 39'-0" USE
P/N 400029 - #24/12 PAIR, CAT3, SOLID WIRE.

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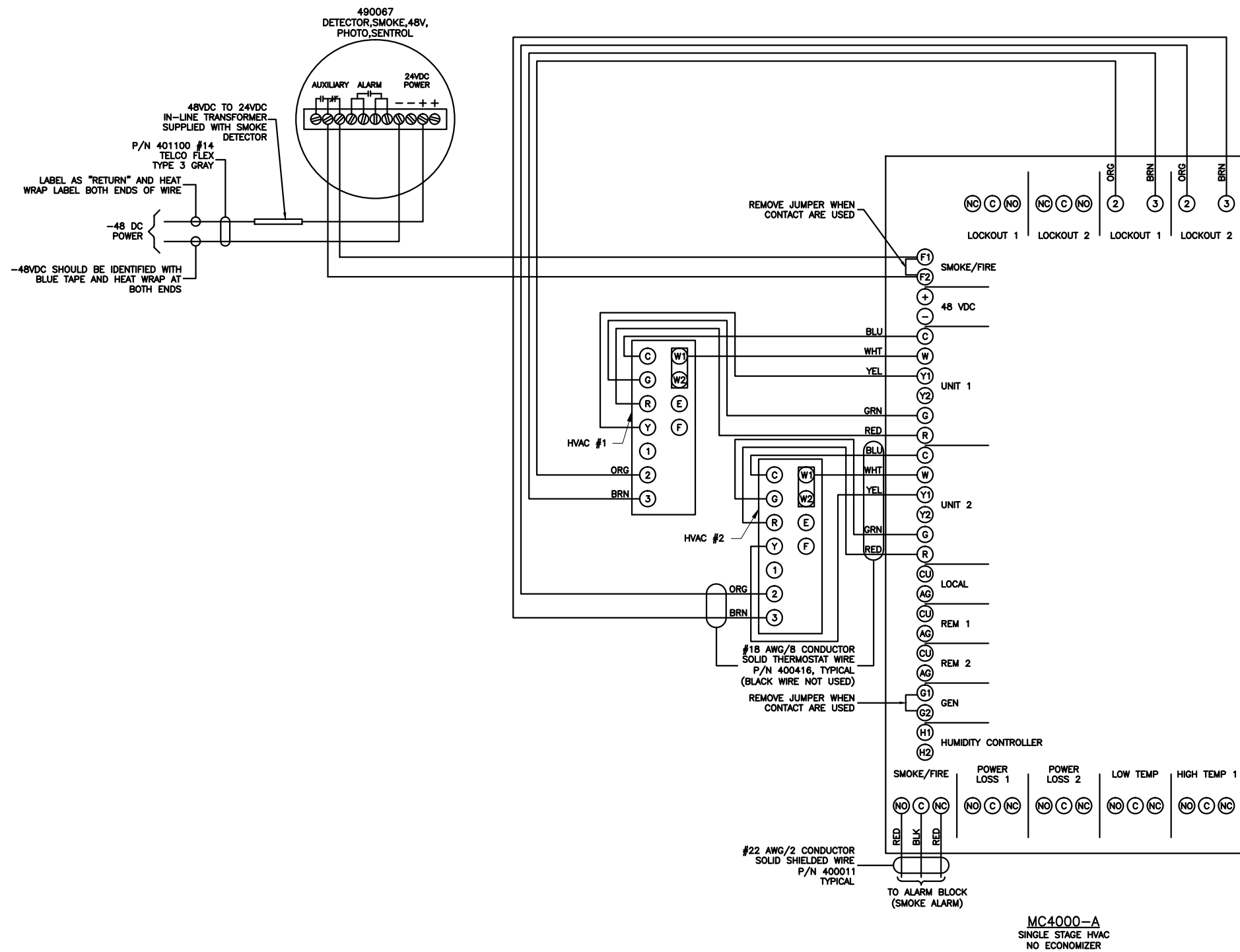
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voice: (318) 213-2900
fax: (318) 213-2919
www.cellxion.com

CUSTOMER:
**AT&T WIRELESS
SERVICES**

PROJECT:
**11'-5" X 16'-0"
CONCRETE SHELTER
LOW VOLTAGE WIRING
GEN. INTERFACE**

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 6-3	
DRAWING NO.: SATN22	REV.:



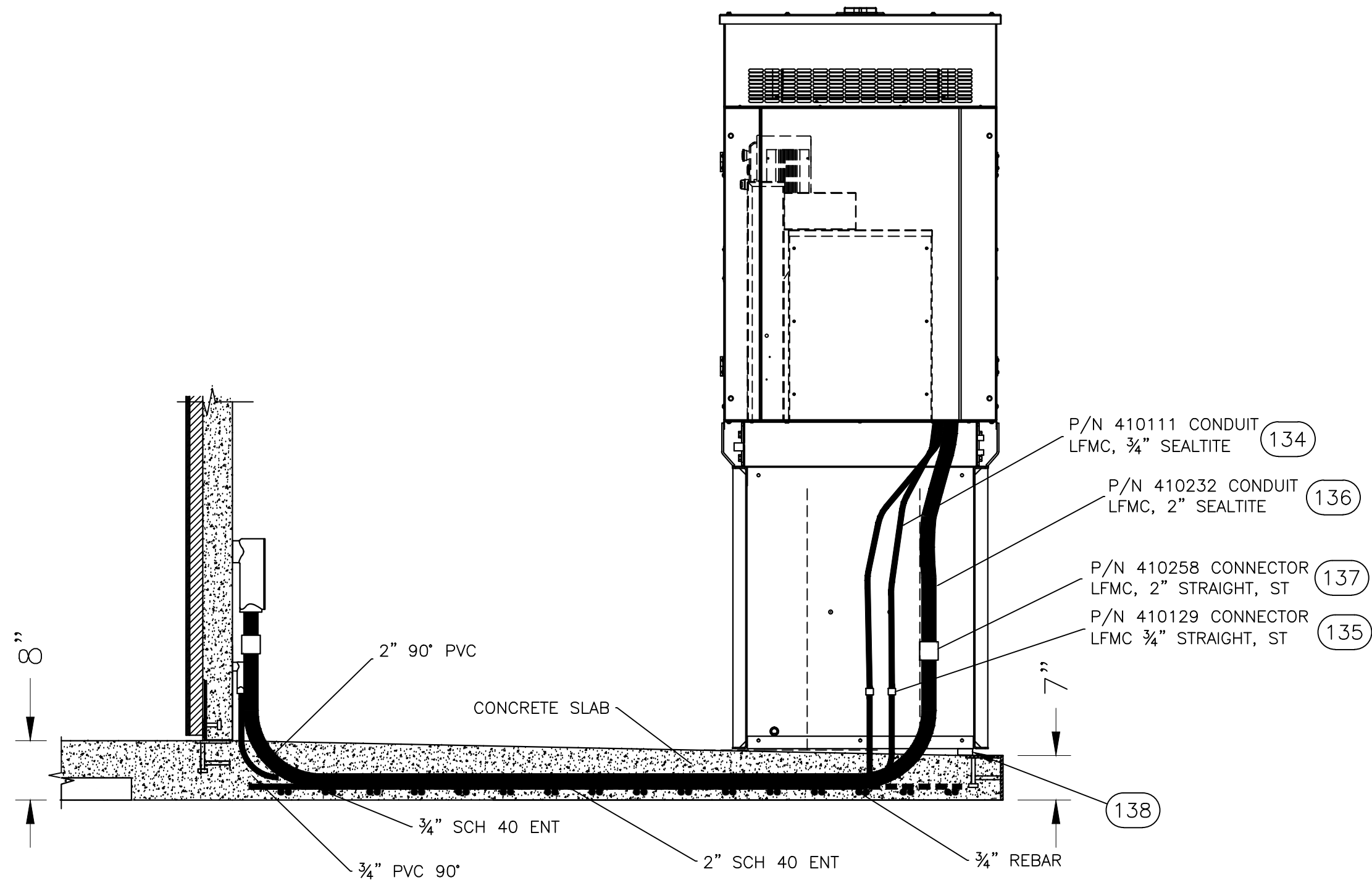
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fax: (318) 213-2919
www.cellxion.com

CUSTOMER:
**AT&T WIRELESS
SERVICES**

PROJECT:
**11'-5" X 16'-0"
CONCRETE SHELTER
MC4000-A &
48VDC SMOKE WIRING**

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 6-4	
DRAWING NO.: SATN22	REV.:



- NOTE:
1. CONCRETE SLAB SHOULD BE SOLID IN EMBEDDED CONDUIT REGION. (NO FORM)
 2. MESH REINFORCEMENT ON TOP OF CONDUIT.
 3. TIE CONDUIT TO REBAR.

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CUSTOMER:
AT&T WIRELESS SERVICES

PROJECT:
**11'-5" X 16'-0" CONCRETE SHELTER
 DETAIL
 DRAWING**

FILENAME: SATN22	
SCALE: N.T.S.	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 7/25/13
CHK. BY: D. BROYLES	DATE: 7/25/13
ENG. BY:	DATE:
APP. BY: D. BRANNEN	DATE: 7/25/13
SHEET NO. 7-0	
DRAWING NO.: SATN22	REV.:



HexPORT Multi-Band ANTENNA

Model HPA-65R-BUU-H8



Hexport Multi-Band Antenna Array

Benefits

- ◆ Includes WCS Band
- ◆ Reduces tower loading
- ◆ Frees up space for tower mounted E-nodes
- ◆ Single radome with six ports
- ◆ All Band design simplifies radio assignments
- ◆ Sharp elevation beam eases network planning

The CCI Hexport Multi-Band Antenna Array is an industry first 6-port antenna with full WCS Band Coverage. With four high band ports and two low band ports, our hexport antenna is ready for 4X4 high band MIMO.

Modern networks demand high performance, consequently CCI has incorporated several new and innovative design techniques to provide an antenna with excellent side-lobe performance, sharp elevation beams, and high front to back ratio.

Multiple networks can now be connected to a single antenna, reducing tower loading and leasing expense, while decreasing deployment time and installation cost.

Full band capability for 700 MHz , Cellular 850 MHz, PCS 1900 MHz, AWS 1710/2170 MHz and WCS 2300 MHz coverage in a single enclosure.

Features

- ◆ High Band Ports include WCS Band
- ◆ Four High Band ports with two Low Band ports in one antenna
- ◆ Sharp elevation beam
- ◆ Excellent elevation side-lobe performance
- ◆ Excellent MIMO performance due to array spacing
- ◆ Excellent PIM Performance
- ◆ A multi-network solution in one radome

Applications

- ◆ 4x4 MIMO on High Band and 2x2 MIMO on Low Band
- ◆ Adding additional capacity without adding additional antennas
- ◆ Adding WCS Band without increasing antenna count



HexPORT Multi-Band ANTENNA

Model HPA-65R-BUU-H8

HPA-65R Multi-Band Antenna

Electrical Specifications

Frequency Range	2 X Low Band Ports which cover the full range from 698-894 MHz		4 X High Band Ports which cover the full range from 1710-2360 MHz			
	698-806 MHz	824-894 MHz	1850-1990 MHz	1710-1755/2110-2170 MHz	1710-1755/2110-2170 MHz	2305-2360 MHz
Gain	15.3 dBi	16.2 dBi	17.1 dBi	16.3 dBi	17.4 dBi	17.7 dBi
Azimuth Beamwidth (-3dB)	65°	61°	62°	68°	64°	60°
Elevation Beamwidth (-3dB)	10.1°	8.4°	5.6°	6.2°	5.0°	4.5°
Electrical Downtilt	2° to 10°	2° to 10°	0° to 8°	0° to 8°	0° to 8°	0° to 8°
Elevation Sidelobes (1st Upper)	< -17 dB	< -17 dB	< -19 dB	< -18 dB	< -18 dB	< -17 dB
Front-to-Back Ratio @180°	> 29 dB	> 28 dB	> 35 dB	> 35 dB	> 35 dB	> 35 dB
Front-to-Back Ratio over ± 20°	> 28 dB	> 27 dB	> 28 dB	> 27 dB	> 28 dB	> 28 dB
Cross-Polar Discrimination (at Peak)	> 24 dB	> 20 dB	> 25 dB	> 25 dB	> 25 dB	> 25 dB
Cross-Polar Discrimination (at ± 60°)	> 16 dB	> 14 dB	> 18 dB	> 18 dB	> 18 dB	> 18 dB
Cross-Polar Port-to-Port Isolation	> 25 dB	> 25 dB	> 25 dB	> 25 dB	> 25 dB	> 25 dB
VSWR	< 1.5:1	< 1.5:1	< 1.5:1	< 1.5:1	< 1.5:1	< 1.5:1
Passive Intermodulation (2x20W)	≤ -150dBc	≤ -150dBc	≤ -150dBc	≤ -150dBc	≤ -150dBc	≤ -150dBc
Input Power	500 Watts CW	500 Watts CW	300 Watts CW	300 Watts CW	300 Watts CW	300 Watts CW
Polarization	Dual Pol 45°	Dual Pol 45°	Dual Pol 45°	Dual Pol 45°	Dual Pol 45°	Dual Pol 45°
Input Impedance	50 Ohms	50 Ohms	50 Ohms	50 Ohms	50 Ohms	50 Ohms
Lightning Protection	DC Ground	DC Ground	DC Ground	DC Ground	DC Ground	DC Ground

Mechanical Specifications

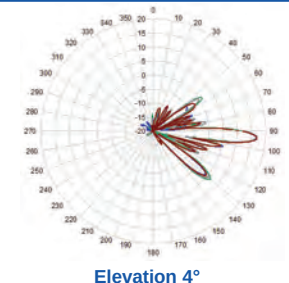
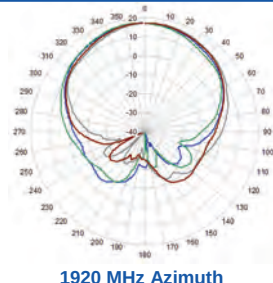
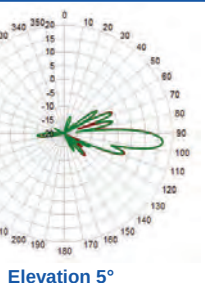
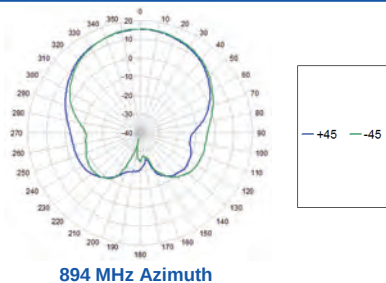
Dimensions (LxWxD)	92.4 x 14.8 x 7.4 inches (2348 x 376 x 189 mm)
Survival Wind Speed	> 150 mph
Front Wind Load	332 lbs (1479 N) @ 100 mph (161 kph)
Side Wind Load	193 lbs (860 N) @ 100 mph (161 kph)
Equivalent Flat Plate Area	13.0 ft ² (1.2 m ²)
Weight (without Mounting)	68 lbs (31 kg)
RET System Weight	5.0 lbs (2.25 kg)
Connector	6; 7-16 DIN female long neck
Mounting Pole	2-5 inches (5-12 cm)



Antenna Patterns*

Bottom View

Rear View



*Typical antenna patterns. For detail information on antenna pattern, please contact us at info@ccipproducts.com. All specifications are subject to change without notice.

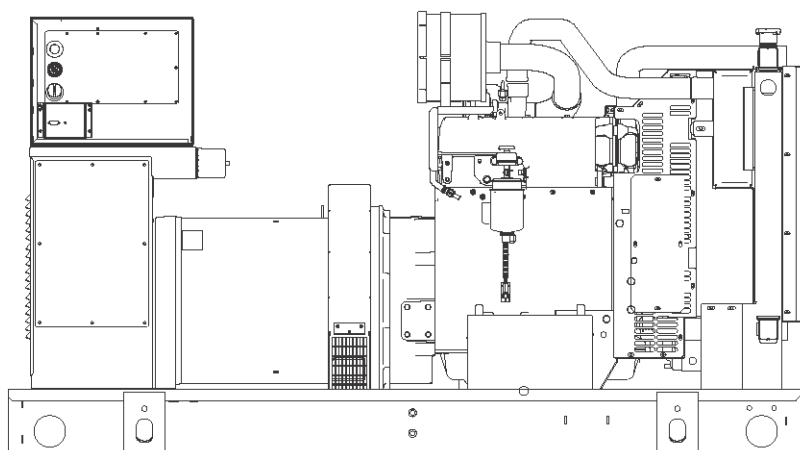
SD050

Industrial Diesel Generator Set

EPA Certified Stationary Emergency

Standby Power Rating
63kVA 50kW 60Hz

Prime Power Rating
55kVA 44kW 60Hz

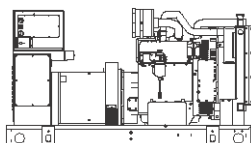


Generator image used for illustration purposes only

*EPA Certified Prime ratings are not available in the U.S. or its Territories for engine model year 2011 and beyond

features

benefits



Generator Set

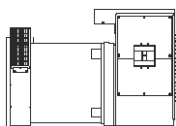
- PROTOTYPE & TORSIONALLY TESTED
- UL2200 TESTED
- RHINOCOAT PAINT SYSTEM
- WIDE RANGE OF ENCLOSURES AND TANKS

- PROVIDES A PROVEN UNIT
- ENSURES A QUALITY PRODUCT
- IMPROVES RESISTANCE TO ELEMENTS
- PROVIDES A SINGLE SOURCE SOLUTION

Engine

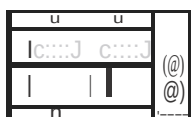
- EPA COMPLIANT
- INDUSTRIAL TESTED, GENERAC APPROVED
- POWER-MATCHED OUTPUT
- INDUSTRIAL GRADE

- ENVIRONMENTALLY FRIENDLY
- ENSURES INDUSTRIAL STANDARDS
- ENGINEERED FOR PERFORMANCE
- IMPROVES LONGEVITY AND RELIABILITY



- TWO-THIRDS PITCH
- LAYER WOUND ROTOR & STATOR
- CLASS H MATERIALS
- DIGITAL 3-PHASE VOLTAGE CONTROL

- ELIMINATES HARMFUL 3RD HARMONIC
- IMPROVES COOLING
- HEAT TOLERANT DESIGN
- FAST AND ACCURATE RESPONSE



- ENCAPSULATED BOARD W/ SEALED HARNESS
- 4-20mA VOLTAGE-TO-CURRENT SENSORS
- SURFACE-MOUNT TECHNOLOGY
- ADVANCED DIAGNOSTICS & COMMUNICATIONS

- EASY, AFFORDABLE REPLACEMENT
- NOISE RESISTANT 24/7 MONITORING
- PROVIDES VIBRATION RESISTANCE
- HARDENED RELIABILITY

primary codes and standards



SD050

application and engineering data

ENGINE SPECIFICATIONS

General

Make	Deere
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emissions Data Sheet
Cylinder #	4
Type	In-Line
Displacement - L (cu. in.)	2.4 (149)
Bore - mm (in.)	86 (3.39)
Stroke - mm (in.)	105 (4.13)
Compression Ratio	18:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head Type	Cast Iron OHV
Piston Type	4 - Alloy Aluminum
Connecting Rod Type	Dropped Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	± 0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - L (qts)	7.1 (7.5)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Flow	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Blade Number	6
Fan Diameter mm (in.)	457.2 (18)
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120VAC

Fuel System

Fuel Type*	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	10
Fuel Inject Pump Make	Bosch (VE)
Fuel Pump Type	Engine Driven Gear
Injector Type	Pintel - 2100psi
Fuel Supply Line - mm (in.)	6.35 (0.25)
Fuel Return Line - mm (in.)	3.17 (0.125)

Engine Electrical System

System Voltage	12VDC
Battery Charging Alternator	20A
Battery Size (at 0°C)	925CCA/110AH
Battery Group	31
Battery Voltage	(1) 12VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	< 3%
Telephone Interference Factor (TIF)	< 50
Standard Excitation	Synchronous Brushless
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes

Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	± 0.25%

CODES AND STANDARDS COMPLIANCE (WHERE APPLICABLE)

NFPA 99	BS5514
NFPA 110	SAE J1349
ISO 8528-5	DIN6271
ISO 1708A.5	IEEE C62.41 TESTING
ISO 3046	NEMA ICS 1

Rating Definitions:

Standby – Applicable for a varying emergency load for the duration of a utility power outage with no overload capability. (Max. load factor = 70%)

Prime – Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. (Max. load factor = 80%) A 10% overload capacity is available for 1 out of every 12 hours.

SD050

operating data (60Hz)

POWER RATINGS (kW)

	STANDBY		PRIME	
Single-Phase 120/240VAC @1.0pf	50 kW	Amps: 208	44 kW	Amps: 183
Three-Phase 120/208VAC @0.8pf	50 kW	Amps: 173	44 kW	Amps: 153
Three-Phase 120/240VAC @0.8pf	50 kW	Amps: 150	44 kW	Amps: 132
Three-Phase 277/480VAC @0.8pf	50 kW	Amps: 75	44 kW	Amps: 66
Three-Phase 346/600VAC @0.8pf	50 kW	Amps: 60	44 kW	Amps: 53

STARTING CAPABILITIES (sKVA)

		sKVA vs. Voltage Dip											
		480VAC						208/240VAC					
Alternator	kW	10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	50	34	52	69	86	103	120	26	39	52	65	77	90
Upsize 1	60	42	63	83	104	125	146	32	47	62	78	94	110
Upsize 2	na	-	-	-	-	-	-	-	-	-	-	-	-

FUEL

		Fuel Consumption Rates*					
		STANDBY			PRIME		
		Percent Load	gph	lph	Percent Load	gph	lph
Fuel Pump Lift - in (mm)	36 (914)	25%	1.12	4.24	25%	0.99	3.74
		50%	2.19	8.29	50%	1.93	7.30
		75%	3.21	12.13	75%	2.82	10.68
		100%	4.16	15.76	100%	3.66	13.87

* Refer to "Emissions Data Sheet" for maximum fuel flow for EPA and SCAQMD permitting purposes.

COOLING

		STANDBY		PRIME	
Coolant Capacities - Gal (L)					
System	4.5 (17.0)	Coolant Flow per Minute	gpm (lpm)	28 (106)	28 (106)
Engine	2.75 (10.4)	Heat Rejection to Coolant	BTU/hr	135,900	109,000
Radiator	1.5 (5.7)	Inlet Air	cfm (m3/min)	7,500 (212.4)	7,500 (212.4)
		Max. Operating Radiator Air Temp	F° (C°)	122 (50)	122 (50)
		Max. Operating Ambient Temperature	F° (C°)	104 (40)	104 (40)
		Maximum Radiator Backpressure	in H ₂ O	1.5	1.5

COMBUSTION AIR REQUIREMENTS

		STANDBY	PRIME
Flow at Rated Power	cfm (m3/min)	166 (4.7)	141 (4.0)

ENGINE

		STANDBY	PRIME
Rated Engine Speed	rpm	1800	1800
Horsepower at Rated kW**	hp	79	64
Piston Speed	ft/min	1239	1239
BMEP	psi	189	151

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		STANDBY	PRIME
Exhaust Flow (Rated Output)	cfm (m3/min)	448 (12.7)	380 (10.8)
Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	1044 (562)	925 (496)
Exhaust Outlet Size (Open Set)	NPT (male)	2"	2"

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

SD050

standard features and options

GENERATOR SET



☐ Genset Vibration Isolation	Std
☐ IBC Seismic Certified/Seismic Rated Vibration Isolators	Opt
☐ Extended warranty	Opt
☐ Gen-Link Communications Software	Opt
☐ Steel Enclosure	Opt
☐ Aluminum Enclosure	Opt

ENGINE SYSTEM



General

☐ Oil Drain Extension	Std
☐ Oil Make-Up System	Opt
☐ Oil Heater	Opt
☐ Air cleaner	Std
☐ Fan guard	Std
☐ Radiator duct adapter	Std

Fuel System

☐ Fuel lockoff solenoid	Std
☐ Secondary fuel filter	Std
☐ Stainless steel flexible exhaust connection	Std
☐ Industrial Exhaust Silencer	Std
☐ Critical Exhaust Silencer	Opt
☐ Flexible fuel lines	Opt
☐ Primary fuel filter	Opt
☐ Single Wall Tank (Export Only)	-
☐ UL 142 Fuel Tank	Opt

Cooling System

☐ 120VAC Coolant Heater	Opt
☐ 208VAC Coolant Heater	Opt
☐ 240VAC Coolant Heater	Opt
☐ Other Coolant Heater _____	-
☐ Closed Coolant Recovery System	Std
☐ UV/Ozone resistant hoses	Std
☐ Factory-Installed Radiator	Std
☐ Radiator Drain Extension	Std

Engine Electrical System

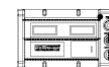
☐ Battery charging alternator	Std
☐ Battery cables	Std
☐ Battery tray	Std
☐ Battery box	Opt
☐ Battery heater	Opt
☐ Solenoid activated starter motor	Std
☐ 2.5A UL battery charger	Opt
☐ 10A UL float/equalize battery charger	Opt
☐ Rubber-booted engine electrical connections	Std

ALTERNATOR SYSTEM



☐ UL2200 GENprotect™	Std
☐ Main Line Circuit Breaker	Opt
☐ 2nd Circuit Breaker	Opt
☐ 3rd Circuit Breaker	-
☐ Alternator Upsizing	Opt
☐ Anti-Condensation Heater	Opt
☐ Tropical coating	Opt
☐ Permanent Magnet Generator	Opt

CONTROL SYSTEM



Control Panel

☐ Digital H Control Panel - Dual 4x20 Display	Std
☐ Digital G-100 Control Panel - Touchscreen	na
☐ Digital G-200 Paralleling Control Panel - Touchscreen	na
☐ Programmable Crank Limiter	Std
☐ 21-Light Remote Annunciator	Opt
☐ Remote Relay Panel (8 or 16)	Opt
☐ 7-Day Programmable Exerciser	Std
☐ Special Applications Programmable PLC	Std
☐ RS-232	Std
☐ RS-485	Std
☐ All-Phase Sensing DVR	Std
☐ Full System Status	Std
☐ Utility Monitoring (Req. H-Transfer Switch)	Std
☐ 2-Wire Start Compatible	Std
☐ Power Output (kW)	Std
☐ Power Factor	Std
☐ Reactive Power	Std
☐ All phase AC Voltage	Std
☐ All phase Currents	Std
☐ Oil Pressure	Std
☐ Coolant Temperature	Std
☐ Coolant Level	Std
☐ Oil Temperature	Opt
☐ Fuel Pressure	Std
☐ Engine Speed	Std
☐ Battery Voltage	Std
☐ Frequency	Std
☐ Date/Time Fault History (Event Log)	Std
☐ Low-Speed Exercise	-
☐ Isochronous Governor Control	Std
☐ -40deg C - 70deg C Operation	Std
☐ Waterproof Plug-In Connectors	Std
☐ Audible Alarms and Shutdowns	Std
☐ Not in Auto (Flashing Light)	Std
☐ Auto/Off/Manual Switch	Std
☐ E-Stop (Red Mushroom-Type)	Std
☐ Remote E-Stop (Break Glass-Type, Surface Mount)	Opt
☐ Remote E-Stop (Red Mushroom-Type, Surface Mount)	Opt
☐ Remote E-Stop (Red Mushroom-Type, Flush Mount)	Opt
☐ NFPA 110 Level I and II (Programmable)	Std
☐ Remote Communication - RS232	Std
☐ Remote Communication - Modem	Opt
☐ Remote Communication - Ethernet	Opt
☐ 10A Run Relay	Opt

Alarms (Programmable Tolerances, Pre-Alarms and Shutdowns)

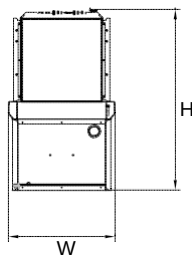
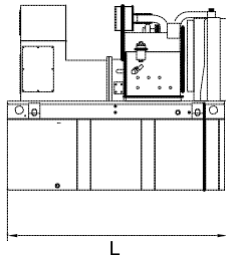
☐ Low Fuel	Opt
☐ Oil Pressure (Pre-programmed Low Pressure Shutdown)	Std
☐ Coolant Temperature (Pre-programmed High Temp Shutdown)	Std
☐ Coolant Level (Pre-programmed Low Level Shutdown)	Std
☐ Oil Temperature	Opt
☐ Engine Speed (Pre-programmed Overspeed Shutdown)	Std
☐ Voltage (Pre-programmed Overvoltage Shutdown)	Std
☐ Battery Voltage	Std

Other Options

☐	
☐	
☐	

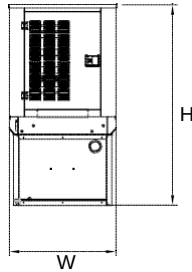
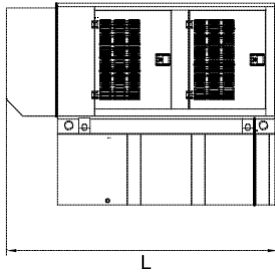
SD050

dimensions, weights and sound levels



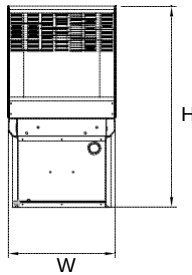
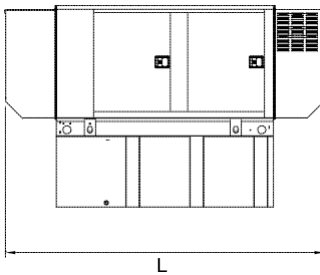
OPEN SET

RUN TIME HOURS	USABLE CAPACITY (GAL)	L	W	H	WT	dBA*
NO TANK	-	76	38	43	1535	84
13	54	76	38	56	2015	
32	132	76	38	68	2245	
51	211	76	38	80	2454	



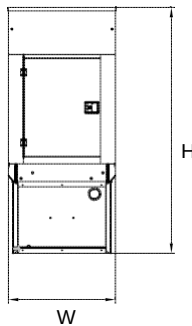
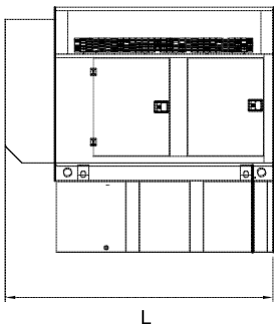
WEATHERPROOF ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY (GAL)	L	W	H	WT	dBA*
NO TANK	-	95	38	46	1971	80
13	54	95	38	59	2451	
32	132	95	38	71	2681	
51	211	95	38	83	2890	



LEVEL 1 SOUND ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY (GAL)	L	W	H	WT	dBA*
NO TANK	-	113	38	46	2230	71
13	54	113	38	59	2710	
32	132	113	38	71	2940	
51	211	113	38	83	3149	



LEVEL 2 SOUND ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY (GAL)	L	W	H	WT	dBA*
-	-	-	-	-	-	-
-	-	-	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	

*All measurements are approximate and for estimation purposes only. Weights are without fuel in tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.

Tank Options	
☐ MDEQ	OPT
☐ Florida DERM/DEP	OPT
☐ Chicago Fire Code	OPT
☐ IFC Certification	CALL
Other Custom Options Available from your Generac Industrial Power Dealer	
	CALL

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

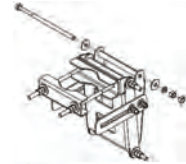
HexPORT Multi-Band ANTENNA

Model HPA-65R-BUU-H8

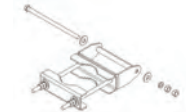
Ordering Information:

HPA-65R-BUU-H8	8 Foot Hexport Antenna with 65° Azimuth Beamwidth with Factory Installed Actuators (13)
HPA-65R-BUU-H8-K	Complete Kit with Antenna, Factory Installed Actuators (3) and M03 Mounting Bracket
BSA-RET200	RET Actuator
BSA-M03	Mounting Bracket (Top & Bottom) with 0° through 10° Mechanical tilt Adjustment

**M03 Top
Mounting Bracket**



**M03 Bottom
Mounting Bracket**



RET [Remote Electrical Tilt] System

General Specification

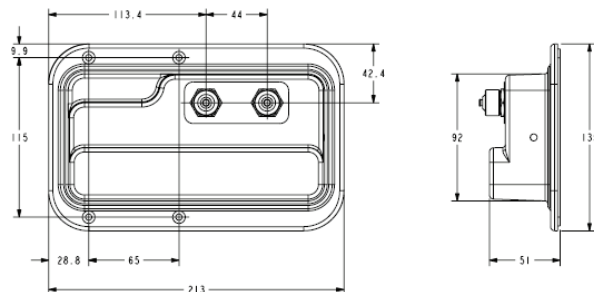
Part Number	BSA-RET200
Protocols	AISG 2.0
Adjustment Cycles	>10,000 cycles
Tilt Accuracy	±0.1°
Temperature Range	-40°C to +70°C

Electrical Specification

Interface Signal	Data dc
Input Voltage Range	10-30 Vdc, Specifications at +24 VDC
Current consumption during tilting	120mA at Vin = 24V
Current consumption idle	55mA at Vin=24V
Hardware Interface	AISG - RS 485 A/B
Input Connector	1x8-pin Daisy Chain In Male
Output Connector	1x8-pin Daisy Chain Out Female

Mechanical Specification and Dimensions

Housing Material	ASA / ABS / Aluminum
Dimensions (H x W x D)	8 x 5 x 2 inches (213 x 135 x 51 mm)
Weight	1.5 lbs (0.68 kg)



Standards Compliance

Safety	EN 60950-1, UL 60950-1
Emission	EN 55022
Immunity	EN 55024
Environmental	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-5, IEC 60068-2-6, IEC 60068-2-11, IEC 60068-2-14, IEC 60068-2-18, IEC 60068-2-27, IEC 60068-2-29, IEC 60068-2-30, IEC 60068-2-52, IEC 60068-2-64, GR-63-CORE 4.3.1, EN60529 IP24

Regulatory Certification

AISG, FCC Part 15 Class B, CE, CSA US

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) SCREENING

Proposed Wireless Telecommunications Facility

**“Lucas Tree”
636 Riverside Street
Portland, Maine 04103**

Client Project Number: ME5372

Prepared for:



April 3, 2014

IVI Project No.: TS31011616



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**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

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White Plains, New York 10604
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(914) 694-3724 (fax)
www.ivi-telecom.com

April 3, 2014

David Hoogasian
Network Building & Consulting
7380 Coca Cola Drive, Suite 106
Hanover, MD 21076

Re: NEPA Screening
"Lucas Tree"
636 Riverside Street
Portland, Maine 04103
IVI Project No.: TS31011616

Client Project Number: ME5372

Dear Mr. Hoogasian:

IVI Telecom Services, Inc. ("IVI") is pleased to submit this copy of our NEPA Screening in connection with the above-referenced property.

Thank you for letting us be of service and please call should you have any questions.

Sincerely,

IVI Telecom Services, Inc.

A handwritten signature in black ink, appearing to read 'Carl H. H. H.'.

Cultural Resources Specialist

A handwritten signature in black ink, appearing to read 'Adrian Berezowsky'.

Adrian Berezowsky
President

Cc:

biology@ivi-intl.com
culturalresources@ivi-intl.com

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NEPA Categorical Exclusion Checklist
(47 CFR Chapter 1, Part 1, Subpart I, § 1.1306 & 1.1307)

“Lucas Tree”
636 Riverside Street
Portland, Maine

Section	Environmental Sensitivity Area	Potential Impact	
		Yes	No
1	Wilderness Areas		✓
2	Wildlife Preserves		✓
3	Endangered Species		✓
4	Historic Sites		✓
5	Native American Religious Sites		✓
6	Flood Plains		✓
7	Surface Features (including Wetlands)		✓
8	High Intensity White Lights		✓
9	Radiofrequency Emissions		✓
10.	National Scenic Trails		✓

Conclusion: NB&C has satisfied the requirements set forth by the Federal Communications Commission (FCC)’s implementation of the National Environmental Policy Act (NEPA). As such, no further investigation is required.

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This report documents IVI Telecom Services’ Inc. (“IVI”)’s findings from our National Environmental Policy Act (“NEPA”) Screening on Network Building & Consulting c/o AT&T (“NB&C”)’s proposed wireless telecommunications facility known as “Lucas Tree,” located at 636 Riverside Street in Portland, Cumberland County, Maine (the “Subject”). NB&C proposes the construction of a 120’ monopole tower in a paved/gravel area of the Subject along with the installation of ancillary equipment at ground level within a proposed 8,100 SF fenced in lease area (refer to Appendix B for site drawings). The proposed wireless telecommunications facility, including access thereto is hereafter referred to as the “Undertaking”.

This assessment was conducted pursuant to implementation of NEPA requirements by the Federal Communications Commission (FCC) 47 CFR, Chapter 1, Part 1, Subpart I - Procedures Implementing the National Environmental Policy Act of 1969. Specifically, the assessment criteria are listed in § 1.1307(a) and (b) of Subpart I. This assessment has been prepared to address the potential environmental impacts associated with the Undertaking and determine whether an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) was and/or is required.

Based on our review, the following conclusion has been made in connection with the Undertaking:

Site Qualifies for Categorical Exclusion (CATX)

The Undertaking described above is deemed individually and cumulatively to have no significant effect on the quality of the human environment and will not have a significant impact on the human environment based on the criteria listed in § 1.1307(a) and (b). Therefore, the Undertaking is categorically excluded from environmental processing and no further action is required at this time.

2.1 Purpose

IVI was retained by NB&C to prepare an environmental screening pursuant to NEPA (40 CFR 1500-1508) and NEPA procedures required by the Federal Communications Commission (FCC) (47 CFR, Chapter 1, Part 1, Subpart I, §§ 1.1301 to 1.1319). This review has been prepared to address the potential adverse environmental impacts associated with the proposed Undertaking. Environmental characteristics of the Undertaking were screened against the criteria listed in 47 CFR, Chapter 1, Part 1, Subpart I, §1.1306 & §1.1307(a) and (b) which are as follows:

- Will the Undertaking be located in an officially designated wilderness area?
- Will the Undertaking be located in an officially designated wildlife preserve?
- Will the Undertaking be one that may affect listed, threatened or endangered species or designated critical habitats or is likely to jeopardize the continued existence of any proposed endangered or threatened species or is likely to result in the destruction or adverse modification of proposed critical habitats (as determined by the Sec of Interior pursuant to the Endangered Species Act of 1973) (47 CFR §1.1307(a)(3)(i& ii))?
- Will the Undertaking be one that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP (47 CFR §1.1307(a)(4)) ?
- Will the Undertaking be one that may affect Native American religious sites?
- Will the Undertaking be located within a flood plain?
- Will the Undertaking be one that will involve significant change in surface features (e.g., wetland fill, deforestation or water diversion)?
- Will the Undertaking be one that will include antenna towers and/or supporting structures that are to be equipped with high intensity white lights which are to be located in residential neighborhoods, as defined by the applicable zoning law? (47 CFR § 1.1307 (a) (8))

In addition, even though a potentially significant effect on migratory birds is not one of the categories of proposed actions identified in 47 CFR, Chapter 1, Part 1, Subpart I Section 1.1307(a) of the rules as requiring an EA, in accordance with the FCC’s Order FCC11-181, as part of IVI’s endangered species review, IVI determined the following:

- Will the Undertaking involve an Antenna Registration System application for a new tower (or substantial increase in size) greater than 450’ in height that may affect migratory birds?
- Will the Undertaking involve an Antenna Registration System application for a new tower (or substantial increase in size) of 351’ to 450’ in height involving a change of lighting system from a more preferred to a less preferred FAA Lighting Style (medium intensity white strobe lights preferred system over red obstruction lighting systems) where public notice is required?

In addition, although not listed as a criteria in 47 CFR, Chapter 1, Part 1, Subpart I, §1.1306 & §1.1307(a) and (b), due to previous actions to slow or stop wireless telecommunications development taken by Managing and Supporting Trail Organizations (“MSTO”) and in order to avoid similar occurrences, IVI additionally determined the following:

- Will the Undertaking be one that is located within one mile of the centerline of a National Scenic (or Historic) Trail and has the MSTO indicated that the proposed construction will have a significant effect?

It should be noted that IVI did not independently determine whether the Undertaking will be one that would cause human exposure to levels of radiofrequency radiation in excess of the limits in 47 CFR § 1.1310 and § 2? (47 CFR § 1.1307 (a) (8)). It is the understanding of IVI that the client or one of its representatives will evaluate the undertaking to ensure compliance with applicable RF standards as per 47 CFR 1.1307 (b)

This Screening was used to make one of the following determinations:

- Whether the Undertaking is categorically excluded from further NEPA analysis,
- Whether an Environmental Assessment (“EA”) is required.

2.2 Scope

The scope of this assessment included the following as applicable:

2.2.1 Performing a site reconnaissance to characterize on-site and nearby conditions and assess whether the Undertaking will have an effect on any of the listed categories.

The site visit was conducted by Jen Kozakiewicz representing IVI. The site was not represented. IVI conducted the site reconnaissance in a systematic manner, which was surveyed in a grid pattern.

- 2.2.2 Review of the most recent U.S. Geological Survey 7.5 and/or 15 Minute Series topographic map(s) and aerial photographs of the Subject area to assist in the identification of surface features and structures in the immediate vicinity of the Subject and to determine the Area of Potential Effect.
- 2.2.3 Reviewing readily available historical documents, such as topographic maps, aerial photographs, city directories, Sanborn Fire Insurance Maps and atlases, to identify previous activities on and in the vicinity of the Subject.
- 2.2.4 Consulting with applicable federal, state and/or local government agencies and private organizations or associations, reviewing their data available online and/or reviewing their previous correspondence concerning status of projects similar to the Undertaking with respect to NEPA compliance.
- 2.2.5 If applicable, interviewing persons familiar with the property to obtain information on present and previous conditions at the Subject and/or adjoining properties.
- 2.2.6 If provided and applicable, reviewing of information such as surveys, permits, construction/zoning plans and specifications, consultation letters and environmental reports.
- 2.2.7 If applicable based on preliminary review, submitting consultation requests or determination of effect letters to various federal, state and local government agencies and tribal governments, to determine whether or not the Undertaking would have an adverse impact on the applicable NEPA criteria.
- 2.2.8 Making a determination of whether the Undertaking is likely to fall into any of the above listed criteria necessitating further review. This determination is made based on a review of the above information by IVI’s team of engineers, cultural resources specialists, biologists, regulatory analysts and senior review staff.

3.1 DETERMINATION OF EFFECT WILDERNESS AREAS

“Lucas Tree”
Portland, Maine

Wilderness Areas		
In 1964, Congress established the National Wilderness Preservation System (NWPS), under the Wilderness Act. The legislation set aside certain federal lands as wilderness areas. These areas, generally 5,000 acres or larger, are wild lands largely in their natural state. The Wilderness Act reads that these are areas "...where the earth and its community of life are untrammelled by man, where man himself is a visitor who does not remain." Four federal agencies manage designated wilderness areas in the United States: the United States Forest Service (USFS), United States Fish and Wildlife Service (USFWS), United States Bureau of Land Management (USBLM), and the National Park Service (NPS).		
Is the Undertaking to be located in an officially designated wilderness area? (47 CFR §1.1307(a)(1))		
Exempt from Review* ☐	Yes ☐	No ☒
*The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established "antenna farm": (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b		
Resources:		
www.wilderness.net www.nps.gov/gis www.blm.gov/nhp/facts/index.htm www.nationalatlas.gov/printable/fedlands.html#list www.terraserwer.microsoft.com IVI also reviewed applicable state specific resources as applicable		

Conclusion

IVI reviewed topographic maps, aerial photographs, online databases showing lists and maps of designated wilderness areas.

According to this review, The Undertaking is not located in an officially designated wilderness area and the project is exempt from further review.

3.2 DETERMINATION OF EFFECT WILDLIFE PRESERVES

“Lucas Tree”
Portland, Maine

Wildlife Preserves		
National Wildlife Refuge System lands include all lands, waters, and interests therein administered by the USFWS as wildlife refuges, wildlife ranges, wildlife management areas, waterfowl production areas, and other areas for the protection and conservation of fish and wildlife including those threatened with extinction, as determined in writing by the Director or so directed by Presidential or Secretarial Order.		
Is the Undertaking to be located in an officially designated wildlife preserve? (47 CFR §1.1307(a)(2))		
Exempt from Review* ☐	Yes ☐	No ☒
*The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established “antenna farm”: (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b		
Resources:		
www.fws.gov/refuges/ www.fws.gov/GIS/data/CadastralDB/index.htm www.terraserer.microsoft.com www.nationalatlas.gov/printable/fedlands.html#list IVI also reviewed applicable state specific resources as applicable		

Conclusion

IVI reviewed topographic maps, aerial photographs, online databases and maps showing lists and maps of designated wildlife preserves.

According to this review, The Undertaking is not located in an officially designated wildlife preserve and the project is exempt from further review.

3.3 DETERMINATION OF EFFECT ENDANGERED SPECIES

“Lucas Tree”
Portland, Maine

Endangered Species		
The Endangered Species Act of 1973 requires the FCC to "seek to conserve" endangered species and threatened species, including their critical habitats. <i>"Endangered Species"</i> means any native species documented by biological research and inventory to be in danger of extirpation throughout all or a significant portion of its range within the state and to have no more than five occurrences in the state, and any species determined to be an "endangered species" pursuant to the federal Endangered Species Act. <i>"Threatened Species"</i> means any native species documented by biological research and inventory to be likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range within the state and to have no more than nine occurrences in the state, and any species determined to be a "threatened species" pursuant to the federal Endangered Species Act. The United States Department of the Interior, Fish & Wildlife Service (USFWS) and the applicable state regulatory agency identify the Country's and state's most significant natural areas through a comprehensive inventory of rare plant and animal species and representative natural communities.		
Is the Undertaking one that may affect listed, threatened or endangered species or designated critical habitats or is likely to jeopardize the continued existence of any proposed endangered or threatened species or is likely to result in the destruction or adverse modification of proposed critical habitats (as determined by the Sec of Interior pursuant to the Endangered Species Act of 1973)? (47 CFR §1.1307(a)(3))		
Exempt from Review* ☐	Yes ☐	No ☒
*The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established "antenna farm": (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b		
Resources:		
www.usfws.gov www.crithab.fws.gov IVI also reviewed applicable state specific resources as applicable		

Exemption Review

IVI reviewed the Undertaking in comparison to USFWS correspondence. Specifically IVI reviewed *"U.S. Fish and Wildlife Service Self-Certification Procedure for Communication Tower Projects in Maine"* letter dated October 2, 2012, which stated that "The following types of proposed actions will have "no effect" on federally listed threatened and endangered species and are unlikely to disturb bald eagles:"

(A) Collocation of new equipment or antennae or any infrastructure improvements at an existing structure (tower, water tank, building, etc.) where all ground disturbance occurs within cleared or regularly mowed areas and there are no new or improved stream crossings.

(B) Routine maintenance or repair of existing towers or their sites.

(C) Transfer of ownership of existing towers.

For projects that meet the above criteria, there is no need to contact this office for further project review. IVI’s review of the Undertaking revealed that it does not meet the above criteria and further review was warranted.

Species & Habitat Review

As such, IVI initiated an independent review of whether the Undertaking was located in an area exhibiting habitat for any known endangered species.

IVI utilized the USFWS IPAC website by inputting the Undertaking’s area of disturbance in order to determine which species were present in the area of the Undertaking. IVI additionally reviewed the USFWS Maine Field Office’s Bald Eagle Map Tool in order to determine whether the Undertaking was within 660’ of a Bald Eagle nest. Based on the above review, the following species were listed as possibly being present in the action area: *New England Cottontail Rabbit*. Additionally, the Undertaking was not located within the vicinity of a Bald eagle nest.

The *New England Cottontail Rabbit* requires early successional forests, often called thickets, with thick and tangled vegetation. These young forests are generally less than 25 years old. Once large trees grow in a stand, the shrub layer tends to thin, creating habitat that the New England Cottontail no longer finds suitable. Although the area of the proposed Undertaking consists of a small transitional area consisting of shrub, this area is not considered large enough in its entirety to provide food and cover year-round. The New England Cottontails are twice as likely to be killed by predators when they occupy patches that are 5 acres or less in size. IVI’s site reconnaissance of Undertaking did not reveal any indicators of a suitable habitat for the *New England Cottontail Rabbit*.

IVI additionally consulted the Maine Department of Inland Fisheries and Wildlife (MDIF&W) to determine whether the Undertaking was located in an area known to have any essential habitat. Specifically, IVI reviewed the MDIF&W “Essential Habitat Maps” online environmental mapping tool to determine whether there were any Essential Habitats in the area of the Undertaking. According to this review, there were no Essential Habitats in the area of the Undertaking.

IVI additionally consulted the Maine Department of Agriculture, Conservation and Forestry Natural Area Program online data checker tool to determine whether any rare plants, rare animals, rare/exemplary natural communities, significant wildlife habitats, or essential wildlife habitats are located within the vicinity of the Undertaking. According to this review, no rare plants, rare animals, rare/exemplary natural communities, significant wildlife habitats, or essential wildlife habitats are located within the vicinity of the Undertaking.

Critical Habitat Review

IVI additionally consulted the USFWS online Critical Habitat Mapper to determine whether there were any critical habitats on or near the Undertaking. According to this review, there are no critical habitats in the vicinity of the Undertaking.

Migratory Bird Review

On September 14, 2000, the USFWS established the “Service Interim Guidelines for Recommendations on Communications Tower Siting, Construction, Operation, and Decommissioning” (Interim Guidelines). These guidelines outline voluntary federal recommendations designed to minimize the impacts of tower facilities on migratory birds protected under the Migratory Bird Treaty Act (MBTA) and the Endangered Species Act. Based upon the Undertaking design (i.e. non guyed) and height (i.e. less than 200 feet above ground level), the Undertaking meets all or many of the recommendations set forth in the USFWS’s Interim Guidelines. As such, it is unlikely that the Undertaking will adversely impact migratory bird species protected under the MBTA and the Endangered Species Act.

Summary

As such, the Undertaking is not one that may affect listed, threatened or endangered species or designated critical habitats or is likely to jeopardize the continued existence of any proposed endangered or threatened species or is likely to result in the destruction or adverse modification of proposed critical habitats. (as determined by the Sec of Interior pursuant to the Endangered Species Act of 1973) (47 CFR §1.1307(a)(3))

3.4 DETERMINATION OF EFFECT HISTORIC SITES

"Lucas Tree"
Portland, Maine

Historic Sites		
The National Register of Historic Places ("NRHP") is the Nation's official list of cultural resources worthy of preservation. Properties listed in the NRHP include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archaeology, engineering, and culture. The NRHP is administered by the National Park Service ("NPS"), which is part of the U.S. Department of the Interior. Section 106 of the NHPA requires that every federal agency "take into account" how each of its undertakings could affect properties listed or eligible for listing in the NRHP. This is in order to balance the federal undertaking and mission of the agency against the historic properties to best represent the public interest and to prevent arbitrary destruction of historic resources with federal funds.		
Is the Undertaking one that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP? (47 CFR §1.1307(a)(4))		
Yes ☐		No ☐
Nationwide Programmatic Agreement & Nationwide Programmatic Agreement for Collocation of Wireless Antennas Criteria		
The Nationwide Programmatic Agreement ("NPA") to improve and streamline the Section 106 review process for tower constructions and other Commission undertakings entered into by FCC, the Advisory Council on Historic Preservation (ACHP) and the National Conference of State Historic Preservation Officers NCSHPO took effect on March 7, 2005. The NPA excludes certain categories of undertakings from review that have been determined as not likely to adversely affect historic properties provided that the additional criteria listed below are met. These undertakings include: (a) Enhancements to towers; (b) Temporary Towers; (c) Replacement Towers; (d) Certain Towers Constructed in Industrial and Commercial Areas; (e) Certain towers constructed in Utility Corridor rights-of-way and (f) Towers constructed in SHPO/THPO designated areas. The Nationwide Programmatic Agreement for Collocation of Wireless Antennas Criteria ("CNPA") to reduce new tower construction and encourage the collocation of antennas took effect on March 16, 2001. The CNPA excludes certain categories of undertakings from review that have been determined as not likely to adversely affect historic properties provided that the additional criteria listed below are met. These undertakings include: (1) Collocation of antennas on tower constructed on or before March 16, 2001; (2) Collocation of antennas on tower constructed after March 16, 2001; (3) Collocation of antennas on buildings/non-tower structures.		
☐	A - Enhancement of a Tower	
	Will the proposed action consist of a collocation as defined by the CNPA? Source:	Yes ☐ No ☐
	Will the proposed action create a "substantial increase" in the size to the tower? Source:	Yes ☐ No ☐
☐	B - Construction of a Replacement Tower	
	Could the proposed replacement tower be considered a "substantial increase" in height, mass, or size in relation to the existing tower located at the site? Source:	Yes ☐ No ☐

3.4 DETERMINATION OF EFFECT HISTORIC SITES

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	Could the proposed replacement tower increase the boundaries of the owned or leased area surrounding the existing tower by more than thirty feet? Source:	Yes ☐ No ☐
	Will construction of the proposed replacement tower involve excavation outside of a thirty-foot radius from the edge of owned or leased area or outside existing access or utility easements? Source:	Yes ☐ No ☐
	If the existing tower was constructed after March 16, 2001, has the existing tower failed to undergo Section 106 review? Source:	Yes ☐ No ☐
	C - Construction of temporary communications tower or facility	
☐	Will the temporary installation involve excavation of soils? Source:	Yes ☐ No ☐
	Will the temporary installation be in operation for more than twenty-four months? Source:	Yes ☐ No ☐
	D - Construction of Facility within strip mall, shopping center, or industrial park	
	Will the proposed facility be over 200 feet in height? Source:	Yes ☐ No ☐
☐	Is the locally designated industrial park, strip mall, or shopping center less than 100,000 square feet? Source:	Yes ☐ No ☐
	Is the locally designated industrial park, strip mall, or shopping center located within the boundaries of or within five hundred feet of a historic property? Source:	Yes ☐ No ☐
	E - Construction of a Facility at or near utility transmission corridors	
	Will the proposed facility be located outside of or beyond fifty feet of a right-of-way designated by Federal, State, local, or Tribal governments as a location for communications towers or utility transmission and distribution lines? Source:	Yes ☐ No ☐
☐	Could the proposed facility be considered a “substantial increase” in height, mass, or size in relation to existing towers or utility transmission and distribution lines located at the site? Source:	Yes ☐ No ☐
	Will the proposed facility be located within the boundaries of a historic property? Source:	Yes ☐ No ☐
	F - Construction of a Tower in a SHPO/THPO permitted zone	
☐	Is there inadequate documentation that the construction of the tower occurred inside of an area designated by the SHPO and/or THPO for the construction of communications towers and associated facilities? Source:	Yes ☐ No ☐
	1 - Collocation of antennas on a tower constructed on or before March 16, 2001	
☐	Will the collocation result in a substantial increase in the size of the tower? Source:	Yes ☐ No ☐

3.4 DETERMINATION OF EFFECT HISTORIC SITES

“Lucas Tree”
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	Has the FCC determined that the tower has, or potentially has, an “adverse effect” on historic properties? Source:	Yes ☐ No ☐
	Is the tower pending environmental review before the FCC involving Section 106 compliance? Source:	Yes ☐ No ☐
	Has the licensee or tower owner received notification of complaint from the public, SHPO, or Council that the collocation will have an adverse effect on historic properties? Source:	Yes ☐ No ☐
2 - Collocation of antennas on a tower constructed after March 16, 2001		
	Has the tower failed to undergo Section 106 review? Source:	Yes ☐ No ☐
	Will the collocation result in a substantial increase in the size of the tower? Source:	Yes ☐ No ☐
☐	Has the FCC determined that the tower has or will have, or potentially has or will have, an “adverse effect” on historic properties? Source:	Yes ☐ No ☐
	Has the licensee or tower owner received notification of complaint from the public, SHPO, or Council that the collocation will have an adverse effect on historic properties? Source:	Yes ☐ No ☐
3 - Collocation of antennas on buildings/non-tower structures		
	Is the building/structure over 45 years old? Source:	Yes ☐ No ☐
☐	Is the building/structure located inside the boundary of a historic district, or if the antenna is visible from the ground level of the historic district, the building or structure is within 250 feet of the boundary of the historic district? Source:	Yes ☐ No ☐
	Is the building/structure a National Historic Landmark, or listed or eligible for listing on the NRHP? Source:	Yes ☐ No ☐
	Has the licensee received notification of complaint from the public, SHPO, or Council that the collocation will have an adverse effect on historic properties? Source:	Yes ☐ No ☐
NPA / NCPA Criteria Results		
☒	If any questions within the designated category above are answered “Yes” or if the Undertaking does not fall into any of the above mentioned categories: The Undertaking does not meet the criteria and stipulations set forth for that section of the NPA. Therefore, Section 106 consultation is required in accordance with 47 CFR Part 1.1301-1.1319 of the FCC regulations.	

3.4 DETERMINATION OF EFFECT HISTORIC SITES

“Lucas Tree”
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☐	If all questions within the designated category above are answered “No”: The telecommunications installation meets the criteria and stipulations set forth in the NPA. Therefore the Undertaking is recognized to have minimal or no adverse effect on historic properties, and Section 106 Review is not required.* *However, for projects meeting D or E criteria, Section 106 consultation with any Indian Tribe or NHO that attaches significance to the site or area must be completed.
Resources:	
http://wireless.fcc.gov/siting/npa/intro.html http://grants.cr.nps.gov/CLG_NEW/CLG_REVIEW/search.cfm http://www.nationalregisterofhistoricplaces.com/state.html http://tps.cr.nps.gov/nhl/default.cfm http://cr.nps.gov/nhl/designations/listofNHLs.htm http://wireless.fcc.gov/outreach/index.htm?job=tower_notification	

Conclusion

IVI reviewed documentation provided by NB&C in order to determine whether the Undertaking fell within any criteria exemptions from Section 106 Review set forth in the NPA or CNPA.

According to this review, the Undertaking does not meet any of the exemptions in so far as it is the proposed construction of a new wireless telecommunications facility.

It was IVI’s professional opinion that the proposed undertaking is **not exempt** from the consultation process set forth under Subpart B of 36 CFR Part 800 and under the provisions of the NPA and/or CNPA and that further Section 106 consultation is required.

Section 106 Consultation Overview

IVI initiated Section 106 Review of the proposed Undertaking which included defining the area of potential effects (“APE”), identifying historic properties within the APE, evaluating the historic significance of identified properties as appropriate, assessing the effects of the Undertaking on these historic properties and consulting with the requisite State Historic Preservation Office(s) (“SHPO”), interested tribes and the public.

IVI determined the APE for direct effects to be limited to the area of potential ground disturbance and any property, or portion thereof, that will be physically altered or destroyed by the Undertaking. IVI determined the APE for visual effects to be ½ mile from the tower site in so far as the proposed Undertaking will be 200’ or less in overall height.

IVI reviewed documentation available online and through public participation. According to the National Register of Historic Places Google Earth layer as well as a search of the Maine State Historic Preservation Office’s files, one historic property (Friends Meeting House) was located within the established ½ mile APE. However, based on our review,

3.4 DETERMINATION OF EFFECT HISTORIC SITES

“Lucas Tree”
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IVI determined that the Undertaking would have No Effect to Historic Properties in the Visual APE. Furthermore, IVI determined there was No Historic Properties in the Direct APE.

SHPO Review

IVI sent the above determination, along with a full Form 620 packet to the Maine SHPO on February 17, 2014. The Maine Historic Preservation Commission concurred with IVI’s finding via a letter dated March 20, 2014.

Public Participation

With regards to the public participation, IVI posted a public notice in the *Portland Press Herald*, a local newspaper of general circulation. IVI additionally reached out to other individuals or organizations with a demonstrated legal or economic interest in the Undertaking, or demonstrated expertise or standing as a representative of local or public interest in historic or cultural resources preservation by sending out invitation to consult letters.

As of this date, there has been no response to IVI’s public participation efforts and the appropriate waiting period has expired.

Summary

Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

As such, the Undertaking is not one that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP and the project is exempt from further review.

3.5 DETERMINATION OF EFFECT NATIVE AMERICAN RELIGIOUS SITES

“Lucas Tree”
Portland, Maine

Native American Religious Sites		
Section 106 of the NHPA and its implementing regulations, “Protection of Historic Properties” (36 CFR Part 800), require consultation with Native American tribal groups regarding proposed projects and potential impacts to Native American religious sites. In order to determine which Native American tribal groups may potentially have areas of cultural interest within the area of the Undertaking, the FCC has established the Tribal Consultation Notification System. TCNS works to increase communication with Indian Tribes and Native Hawaiian Organizations (NHOs) in the context of the review required by the NHPA. It also provides Tribes/NHOs and State Historic Preservation Office with early notification of proposed towers and collocations in order to facilitate compliance with the Commission's rules, and to streamline the review process.		
Is the Undertaking one that may affect Native American religious sites? (47 CFR §1.1307(a)(5))		
Exempt from Review* ☐	Yes ☐	No ☒
*The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established “antenna farm”: (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b		
Resources:		
“Indian Lands in the United States” prepared by the Bureau of Indian Affairs (BIA) Geographic Data Service Center, dated December 1998 http://www.nps.gov/history/nagpra/ http://wireless.fcc.gov/outreach/index.htm?job=tower_notification Individual Tribal Correspondence as per TCNS Responses		

Conclusion

IVI reviewed documentation provided by NB&C in order to determine whether the Undertaking fell within any criteria exemptions from Section 106 Review set forth in the NPA or CNPA.

According to this review, the Undertaking does not meet any of the exemptions in so far as it is the proposed construction of a new wireless telecommunications facility.

It was IVI’s professional opinion that the proposed undertaking is **not exempt** from the consultation process set forth under Subpart B of 36 CFR Part 800 and under the provisions of the NPA and/or CNPA and that further Section 106 consultation is required.

As part of the Undertaking’s Section 106 Review, information pertaining to the Undertaking was posted through the FCC’s online Tower Construction Notification System (“TCNS”) and the following tribes expressed interest in the Undertaking’s geographical area.

3.5 DETERMINATION OF EFFECT NATIVE AMERICAN RELIGIOUS SITES

“Lucas Tree”
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- Keweenaw Bay Indian Tribe
- Ojibwe Nation

According to the attached TCNS Notice of Organizations email and subsequent consultation, the above tribe’s have either requested a 30-day review period in which they will contact the applicant if they wish to participate in the consultation process, or have requested a review fee and additional details. As of this writing it can be concluded that the above tribes do not wish to participate further in the consultation process, *provided work is stopped and they are contacted in the event of inadvertent discovery of cultural resources.*

As such, the Undertaking is not one that may affect Native American Religious Sites.

3.6 DETERMINATION OF EFFECT FLOOD PLAINS

"Lucas Tree"
Portland, Maine

Flood Plains		
According to Executive Order 11988 referred to in section 1.1307(a)(6), a floodplain is defined as the "lowland and relatively flat area adjoining inland and coastal waters . . . including at a minimum, that area subject to a one percent or greater chance of flooding in any given year." This definition is often referred to as a "100-year floodplain." The Federal Emergency Management Agency (FEMA) is the administrator of the National Flood Insurance Program (NFIP), and the federal agency having lead responsibility for flood hazard assessment and mitigation. FEMA has adopted the 100-year floodplain as the base flood standard for NFIP as that agency is mainly concerned with construction which could potentially harm a 100-year floodplain. Relying upon FEMA's guidelines, the term "floodplain" as used in 47 CFR §1.1307(a)(6) refers to a 100-year floodplain.		
Is the Undertaking one that is located within a flood plain? (47 CFR §1.1307(a)(6))		
Exempt from Review* ☐	Yes ☐	No ☒
*The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established "antenna farm": (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b		
Resources:		
FEMA Flood Insurance Maps- http://www.fema.gov Further Advice on Executive Order 11988 Floodplain Management - http://www.fema.gov Client Provided Exhibits		

Conclusion

IVI reviewed the applicable FEMA flood plain map(s) for the Undertaking.

According to this review, the Undertaking is not located within a mapped floodplain.

As such, the Undertaking is not located within a floodplain.

3.7 DETERMINATION OF EFFECT SURFACE FEATURES

“Lucas Tree”
Portland, Maine

Surface Features (Wetlands)		
Under the Clean Water Act (40 CFR § 230.3), wetlands are defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.” Potential wetlands under the jurisdiction of the United States Army Corps of Engineers (ACOE) include waterways, lakes, streams, and natural springs.		
Is the Undertaking one that will involve significant change in surface features (e.g., wetland fill, deforestation or water diversion)? (47 CFR §1.1307(a)(7))		
Exempt from Review* ☐	Yes ☐	No ☒
*The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established “antenna farm”: (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b		
Resources:		
US Department of the Interior, Fish and Wildlife Service, National Wetlands Mapper http://wetlandsfws.er.usgs.gov/wtlnds/launch.html Client Provided Lease Exhibits		

Conclusion

IVI reviewed the USGS National Wetlands Inventory Global Information Systems (GIS) Mapper which includes a federal wetlands data layer prepared by the US Department of the Interior, Fish and Wildlife Service. The source material used to produce the National Wetlands Inventory digital data for these maps was prepared primarily by stereoscopic analysis of high altitude aerial photographs. No state and/or local wetlands maps were available for review.

Based on IVI’s review, no mapped wetlands are located on or adjacent to the Undertaking. Furthermore, IVI did not observe any vegetation consistent with a wetlands environment on or adjacent to the Subject.

IVI also determined that the proposed Undertaking would not involve deforestation (to be differentiated from sporadic tree clearing) or water diversion.

As such, the Undertaking is not one that will involve significant change in surface features (e.g., wetland fill, deforestation or water diversion).

3.8 DETERMINATION OF EFFECT HIGH INTENSITY WHITE LIGHTS

“Lucas Tree”
Portland, Maine

High Intensity White Lights		
Generally, towers exceeding an overall height of 200 ft above ground level require markings and/or lighting. In some cases, an FAA aeronautical study will demonstrate the need for markings and/or lighting for towers shorter than 200 ft or the lack of such need for towers over 200 ft high. The FAA analysis and guidelines will also direct the applicant to the types of markings and/or lighting that are acceptable. High intensity lighting is only one of several lighting options. Advisory Circular (AC) 150/5345-43 (“FAA Specifications for Obstruction Lighting Equipment”) provides details.		
Is the Undertaking one that will include antenna towers and/or supporting structures that are to be equipped with high intensity white lights which are to be located in residential neighborhoods, as defined by the applicable zoning law? (47 CFR § 1.1307 (a) (8))		
Exempt from Review* ☐ *The preparation of EAs do not encompass the mounting of antenna(s) on an existing building or antenna tower unless § 1.1307(a)(4) (Facilities that may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the NRHP of this part is applicable. (47 CFR §1.1307 Note 1) The preparation of EAs do not encompass the construction of an antenna tower or supporting structure in an established “antenna farm”: (i.e. an area in which similar antenna towers are clustered whether or not such area has been officially designated as an antenna farm). (47 CFR §1.1307 Note 3) Neither of the above exclusions apply to Undertakings which could cause human radiofrequency exposure in excess of the applicable health and safety guidelines in 47 CFR §1.1307b	Yes ☐	No ☒
Resources:		
Client Provided Information		

Conclusion

IVI reviewed topographic maps, aerial photographs, online databases and maps showing areas containing residential neighborhoods.

According to this review the Undertaking will not be equipped with high intensity white lights and/or is not located in a residential neighborhood.

As such, the Undertaking is not one that will include antenna towers and/or supporting structures that are to be equipped with high intensity white lights which are to be located in residential neighborhoods, as defined by the applicable zoning law and the project is exempt from further review.

3.9 DETERMINATION OF EFFECT RADIOFREQUENCY EMISSIONS

“Lucas Tree”
Portland, Maine

Radiofrequency Emissions	
Antenna sites must be evaluated for compliance with limits for maximum permissible exposure (MPE). Preparation of an EA and a determination of compliance with exposure limits established in §§ 1.1310 and 2.1093 of 47 CFR Chapter I is required for facilities, operations and transmitters that meet the criteria based on operating power, location, or height above ground set forth in Table 1 in §1.1307.	
A facility is categorically excluded from routine evaluation for compliance with the RF guidelines if: 1. For non-building-mounted antennas: The lowest point on the transmitter antenna is at least 10 m (33 ft) above the ground or the total power of all channels is 1000 watts effective radiated power (ERP) or less. 2. For building-mounted antennas: If the total power of all channels is 1000 watts ERP or less.	
Where a categorical exclusion does not apply, an evaluation of the RF emissions must be performed.	
Is the Undertaking one that may cause human exposure to levels of radiofrequency radiation in excess of FCC-adopted guidelines? (47 CFR § 1.1307 (a) (9))	
Yes ☐	No ☒
Resources:	
Client Provided Information	

Conclusion

An evaluation to determine whether radio frequency (RF) emission standards will be met is not included in this report. It is the understanding of IVI that Network Building & Consulting c/o AT&T or one of its representatives will evaluate the undertaking to ensure compliance with applicable RF standards as per 47 CFR 1.1307 (b).

3.10 DETERMINATION OF EFFECT NATIONAL SCENIC TRAILS

“Lucas Tree”
Portland, Maine

National Scenic Trails	
National Scenic Trails are a designation for protected areas in the United States that consist of trails of particular natural beauty. National Scenic Trails were authorized under the National Trails System Act of 1968 (Public Law 90-543) along with National Historic Trails and National Recreation Trails. National Scenic Trails and National Historic Trails may only be designated by an act of Congress. In October of 1999, CTIA – The Wireless Association, PCIA – The Wireless Infrastructure Association and representatives from the National Scenic Trails, known as Managing and Supporting Trail Organizations (“MSTO”) adopted a resolution and voluntary guidelines pertaining to sites within one mile of designated National Scenic Trails. Although consideration of the interests of MSTO is not required under FCC rules, the MSTO have previously taken action to slow or stop facilities sites, and the guidelines are designed to avoid those situations.	
Is the Undertaking one that is located within one mile of the centerline of a National Scenic (or Historic) Trail and has the MSTO indicated that the proposed construction will have a significant effect?	
Yes ☐	No ☒
Resources:	
http://www.nps.gov/nts/maps.html http://www.nps.gov/ncrc/programs/nts/nts_trails.html	

Conclusion

The Undertaking is not one that is located within one mile of the centerline of a National Scenic (or Historic) Trail.

- 4.1 This report has been prepared in compliance with generally accepted practices for conducting NEPA screenings in general compliance with FCC procedures found at 47 CFR, Subchapter A, Chapter 1, Part 1, Subpart I, §§ 1.1301 to 1.1319.
- 4.2 The observations described in this report were made under the conditions stated herein. The conclusions presented in this report were based solely upon the services described herein.
- 4.3 In preparing this report, IVI has relied on certain information provided by federal, state, and local officials and other parties referenced therein, and on information contained in the files of governmental agencies, that were readily available to IVI at the time of this assessment. Although there may have been some degree of overlap in the information provided by these various sources, IVI did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this site assessment. Observations were made of the site and of the structures on the site as indicated in this report. Where access to portions of the site or to structures on the site was unavailable or limited, IVI renders no opinion as to the effect of the Undertaking on same.
- 4.4 No subsurface testing was conducted to determine the presence or absence of cultural resources in the project area unless specifically delineated within this report.
- 4.5 No wetlands delineation was conducted to determine the presence or absence of wetlands in the project area unless specifically delineated within this report.
- 4.6 No formal biological assessment was conducted to determine the presence or absence of endangered species in the project area unless specifically delineated within this report.
- 4.7 This report is not to be relied upon by any party nor used for any purpose other than that specifically stated within this Report’s Introduction Section 2.1 without IVI’s advance and express written consent.

APPENDIX A

PHOTOGRAPHS



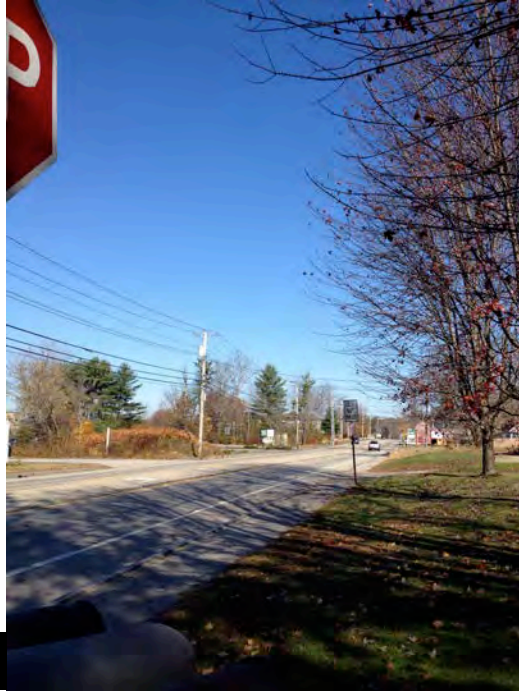
1

Approximate location of proposed Undertaking



2

Approximate location of proposed Undertaking



3

Looking north towards area of proposed Undertaking from Riverside Street



4

Looking south towards area of proposed Undertaking from Riverside Street





5

Looking west towards area of proposed Undertaking from Wilkie Street



6

Looking southwest towards area of proposed Undertaking



7

Looking south towards area of proposed Undertaking from E. Bridge Street



8

Looking east towards area of proposed Undertaking from E. Bridge Street



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616



9

Looking northeast towards area of proposed Undertaking from Declaration Drive



10

Friends Meeting House (Eligible)



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616

APPENDIX B

REFERENCES

SITE DRAWINGS



1-A CERTIFICATION

Client: AT&T
550 Cochituate Road
Framingham , MA 01701

Site Number: ME5372
Site Name: Lucas Tree
Site Address: 636 Riverside St.
Portland, ME 04103

Type of Survey: **X** GPS Survey **X** Ground Survey

Horizontal Datum: NAD83 - expressed in degrees of Latitude and Longitude
Vertical Datum: NAVD88 - expressed in feet Above Mean Sea Level (AMSL)

Structure Type: Proposed Monopole

Center of Proposed Structure:

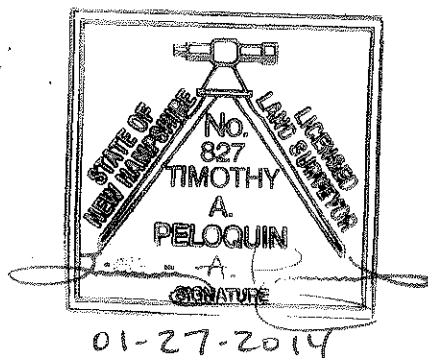
Latitude	43°41'52.7722"
Longitude	-70°19'32.8017"

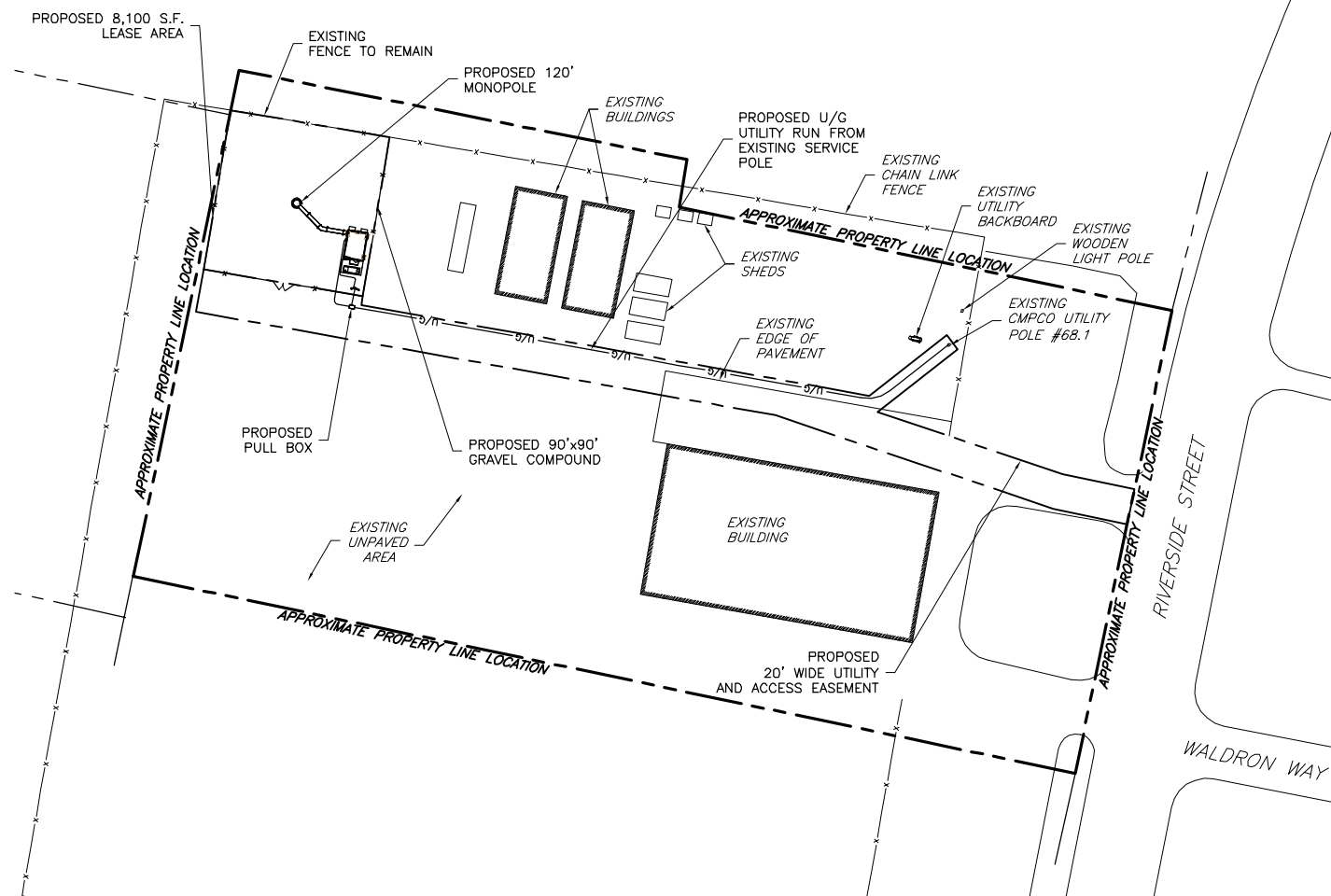
Ground Elevation at Proposed Structure:	65.7' (AMSL)	0' (AGL)
Center of Proposed Antennas	180.7 (AMSL)	115' (AGL)
Top of Proposed Structure:	185.7' (AMSL)	120' (AGL)
Overall Height of Proposed Structure	185.7' (AMSL)	120' (AGL)

Certification: I certify that the latitude and the longitude are accurate to within +/- 20 feet horizontally, and that the ground elevation is accurate to within +/- 3 feet vertically. The horizontal coordinates are based upon the North American Datum of 1983 (NAD 83) (FIPS Zone 1802-Maine West) and are expressed in degrees of Latitude and Longitude. The elevations are based on the North American Vertical Datum of 1988 and are expressed in feet Above Mean Sea Level (AMSL).

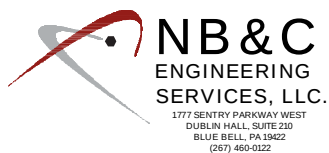
Company: Promised Land Survey, LLC

Signature /Seal:





SITE PLAN



ME5372
LUCAS TREE
636 RIVERSIDE STREET
PORTLAND, ME 04103
CUMBERLAND COUNTY

SUBMITTALS

PRELIMINARY	09/25/13
REVISED	10/01/13
REVISED	10/04/13

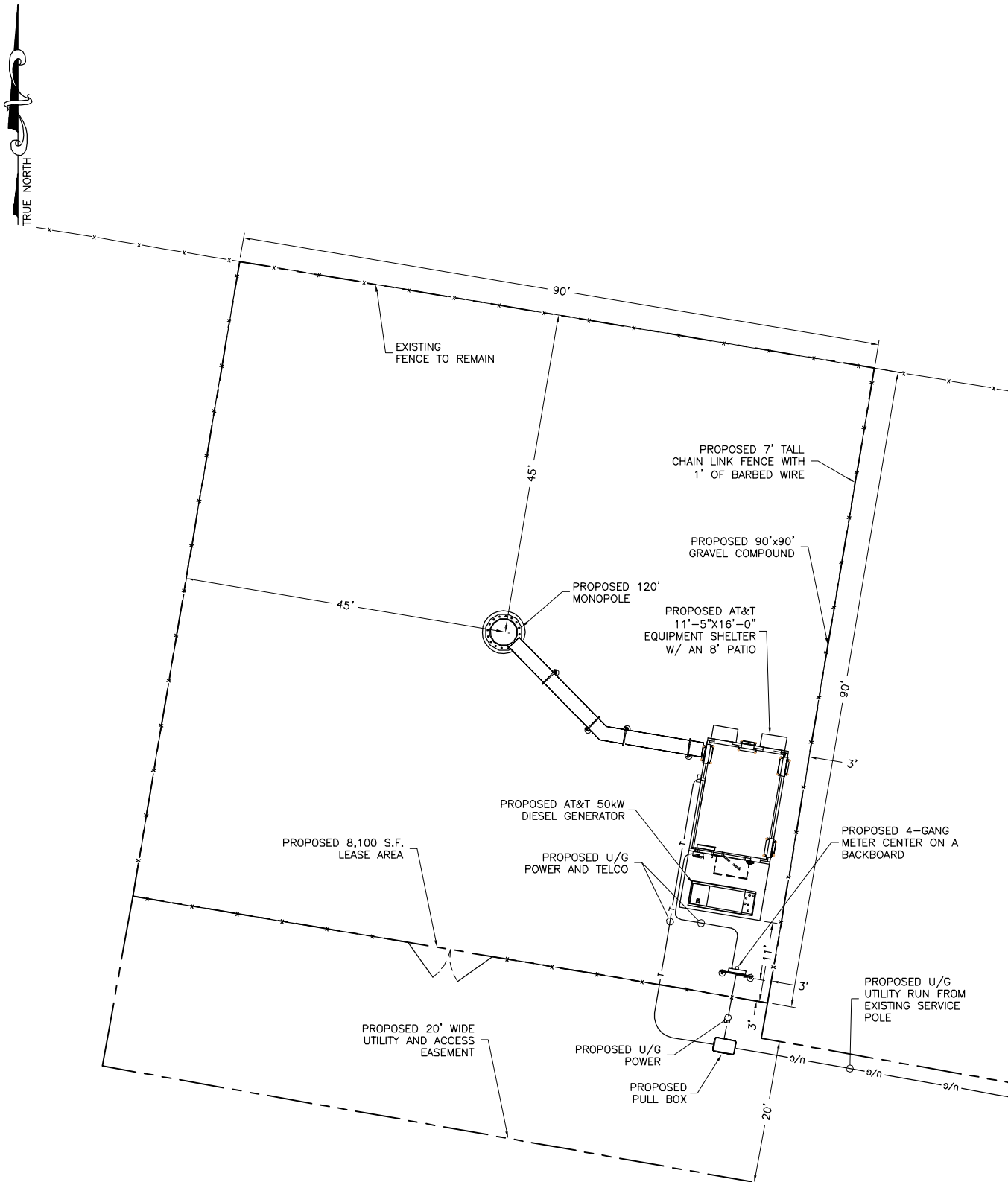
SHEET 1 OF 2



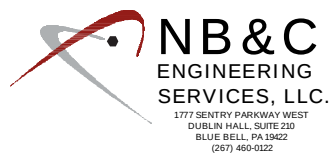
at&t
mobility corp.

5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

COPYRIGHT 2013
THESE DRAWINGS ARE NO INSTRUMENTS OF THE ENGINEER'S SERVICES AND ARE THE PROPERTY OF THE ENGINEER. REPRODUCTION OF THESE DRAWINGS OR USE OF THE INFORMATION CONTAINED HEREIN IN ANY MANNER FOR ANY PURPOSE, IS PROHIBITED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE ENGINEER. THESE DRAWINGS ARE ONLY INTENDED TO DESCRIBE THE GENERAL NATURE & SCOPE OF THE ENGINEER'S WORK. FIELD CONDITIONS MUST BE VERIFIED PRIOR TO THE START OF ANY CONSTRUCTION BASED ON THE DRAWINGS.



COMPOUND PLAN



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ME5372
LUCAS TREE
636 RIVERSIDE STREET
PORTLAND, ME 04103
CUMBERLAND COUNTY

SUBMITTALS

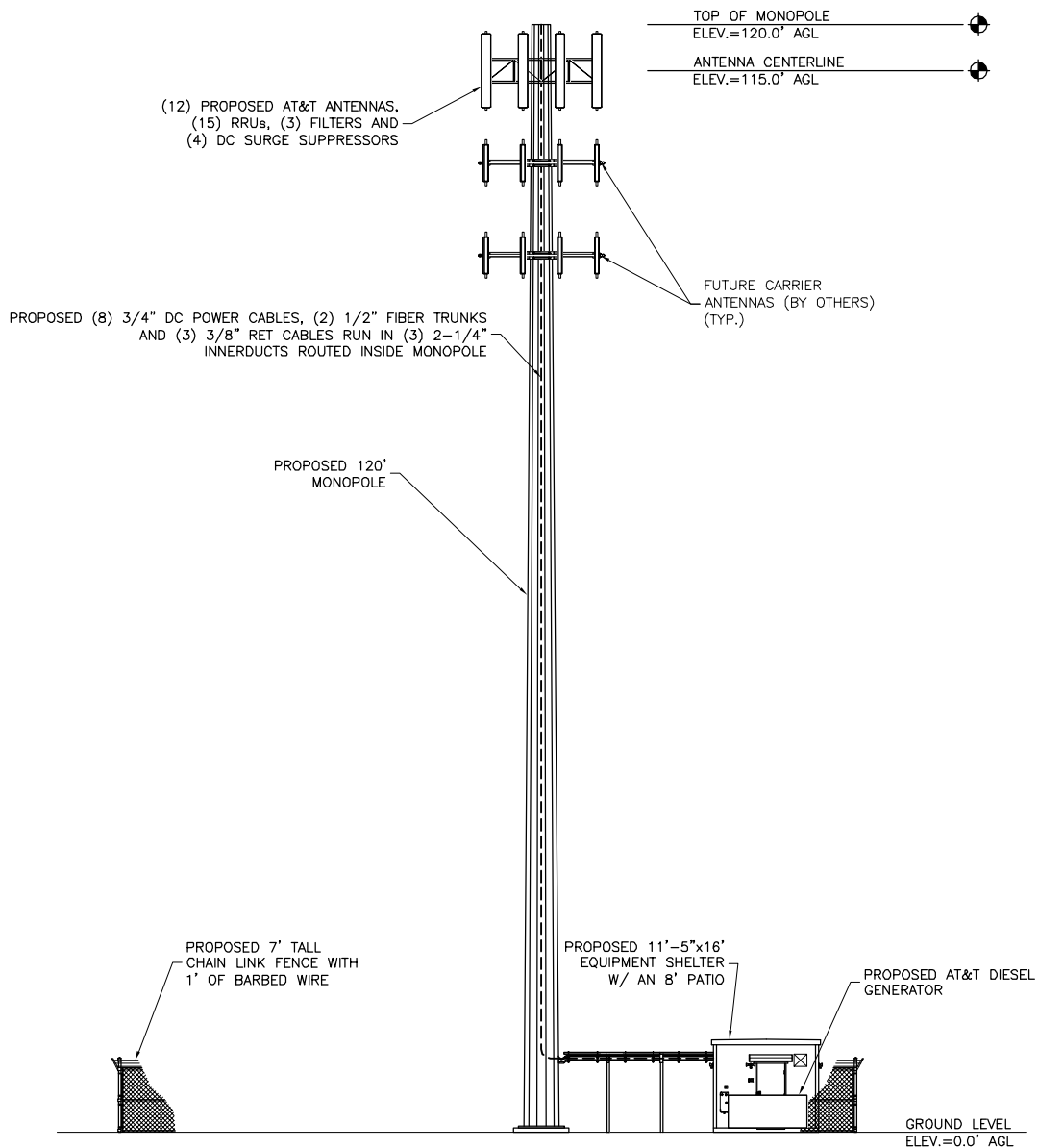
PRELIMINARY	09/25/13
REVISED	10/01/13
REVISED	10/04/13

SHEET 1 OF 2

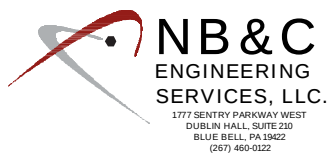


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EAST SYRACUSE, NY 13057



ELEVATION



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ME5372
LUCAS TREE
636 RIVERSIDE STREET
PORTLAND, ME 04103
CUMBERLAND COUNTY

SUBMITTALS

PRELIMINARY	09/25/13
REVISED	10/01/13
REVISED	10/04/13

SHEET 2 OF 2



at&t
mobility corp.

5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

STREET MAP



Street Map

Source: Google Maps

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

AERIAL PHOTOGRAPH



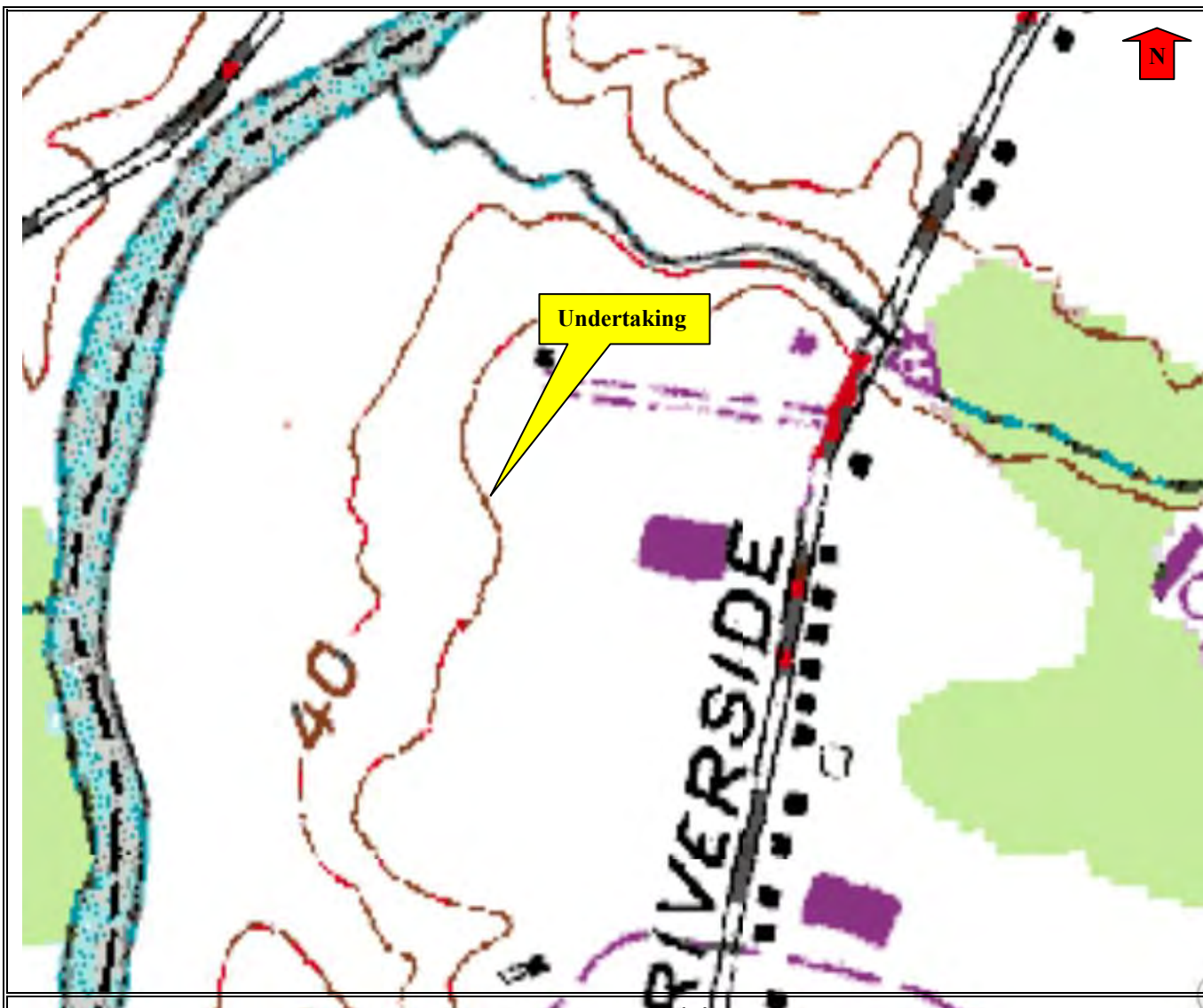
Aerial

Source: Google Earth

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

TOPOGRAPHIC MAP



USGS Topographic Map

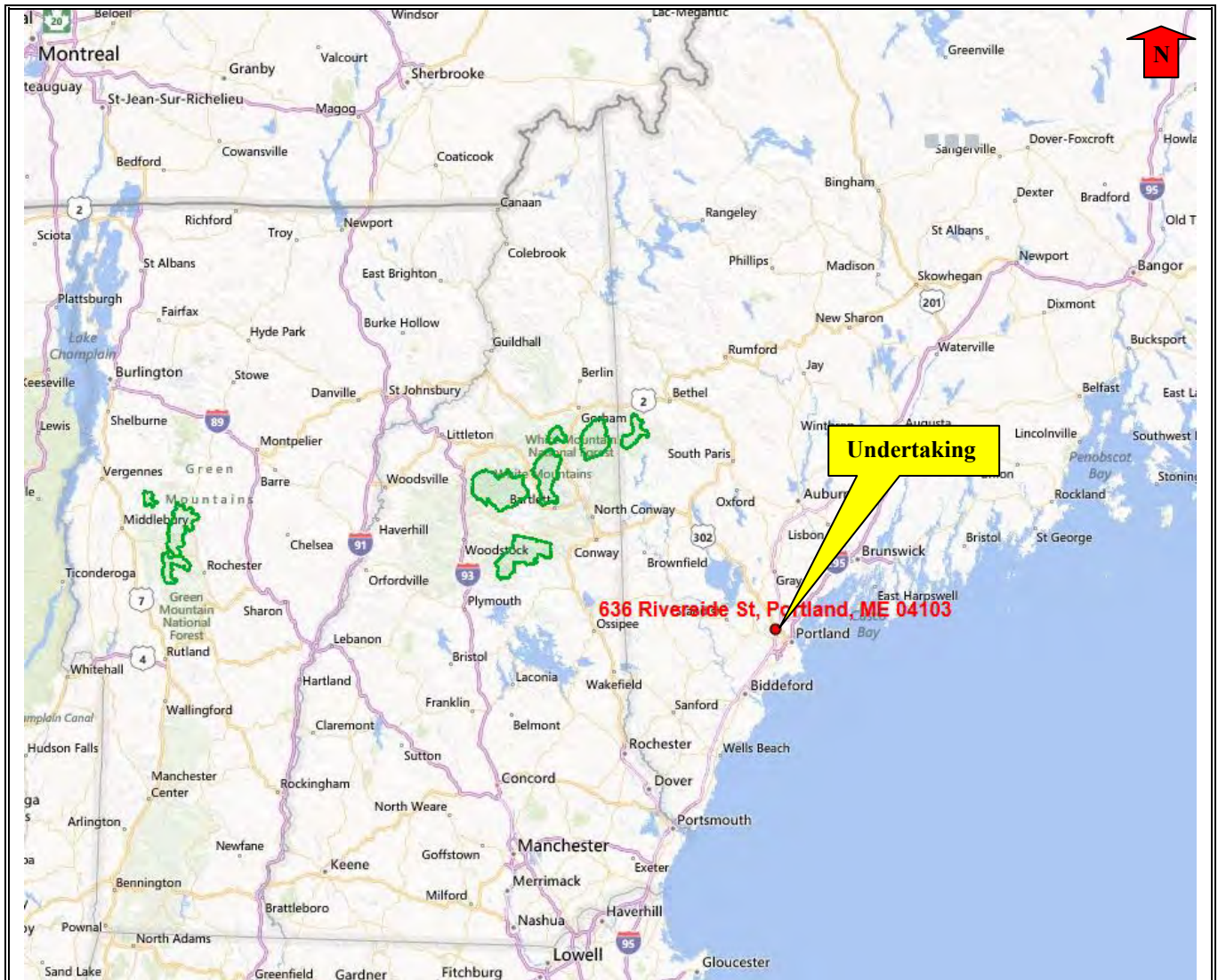
Source: USGS

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

WILDERNESS AREAS
&
WILDLIFE PRESERVES



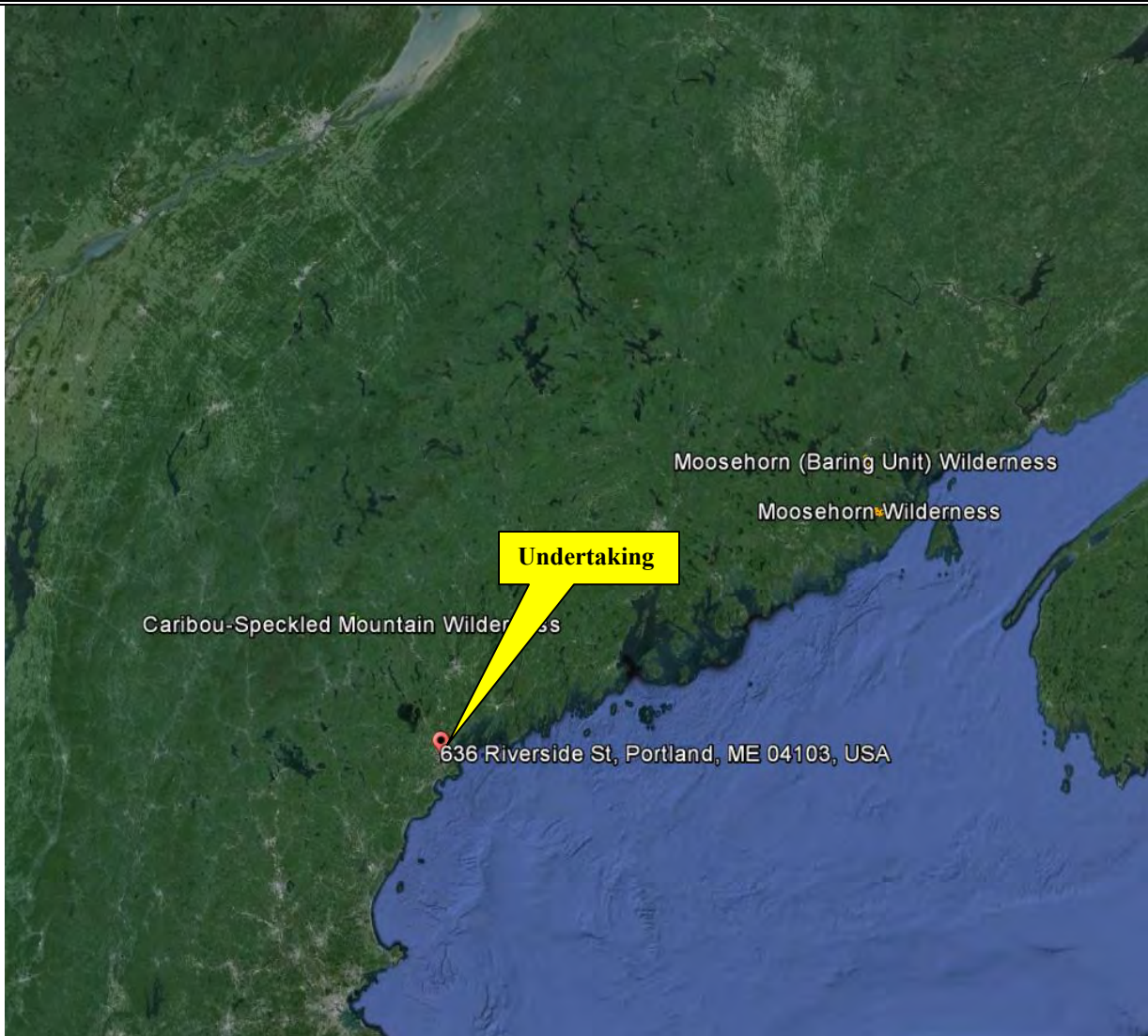


Wilderness Areas

Source:
www.wilderness.net

Project: Lucas Tree
 Portland, Maine

Project Number: TS31011616



Wilderness Areas – Google Earth

Source:
www.wilderness.net

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

Maine



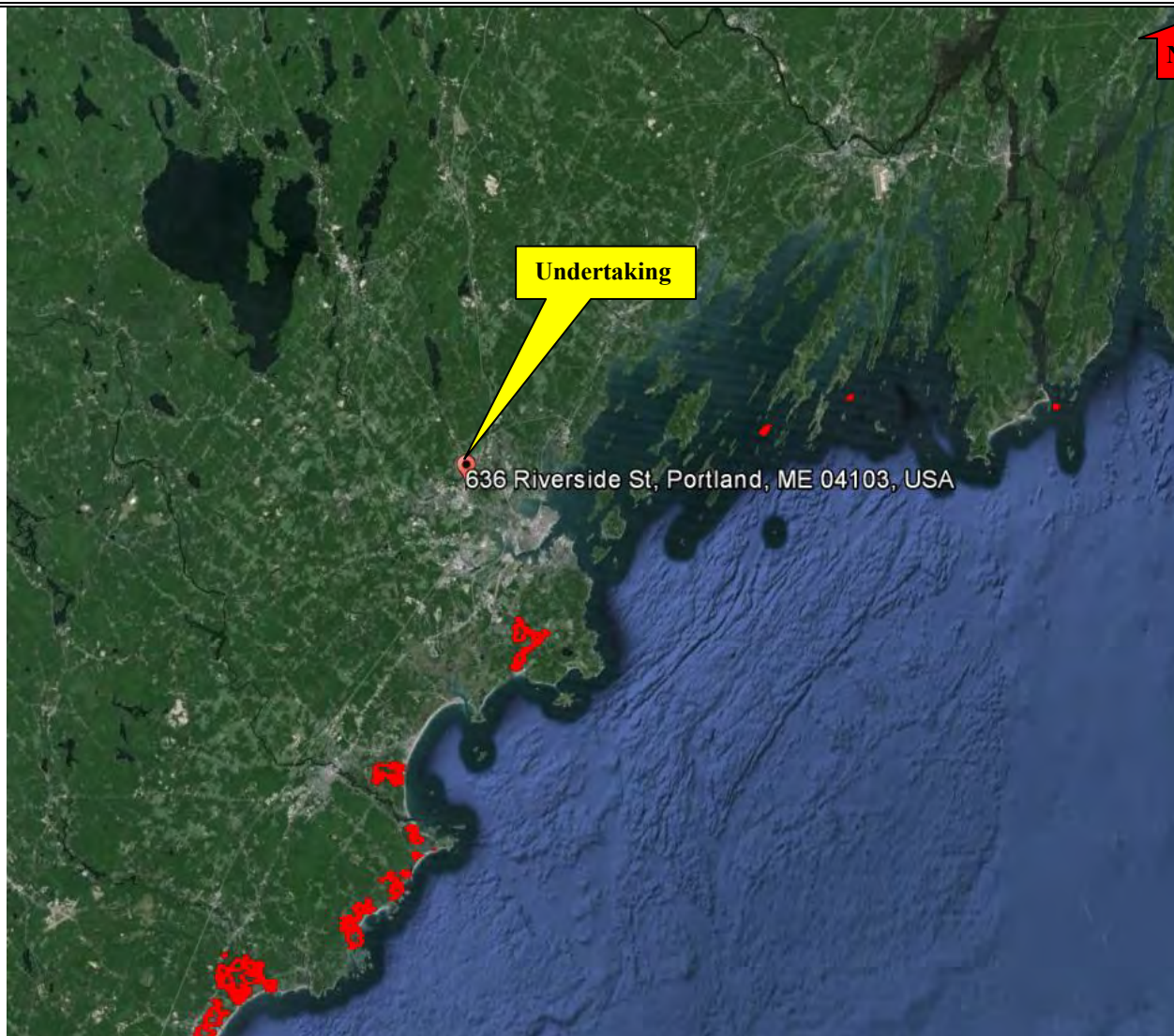
National Wildlife Refuge

Source: USFWS

<http://www.fws.gov/refuges/>

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616



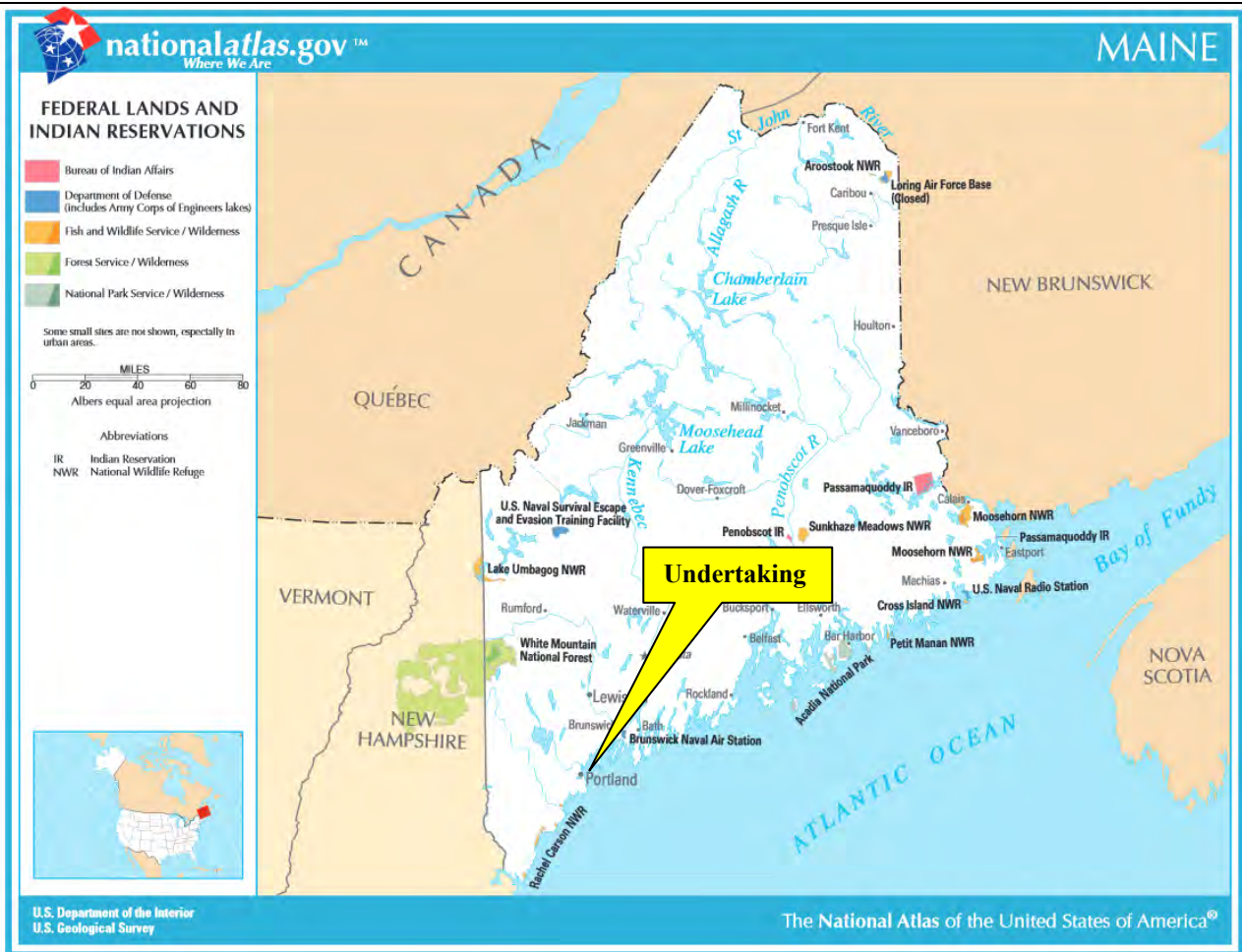
National Wildlife Refuge – Google Earth

Source: USFWS

<http://www.fws.gov/GIS/data/CadastralDB/index.htm>

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616



Federal Lands & Indian Reservations Map

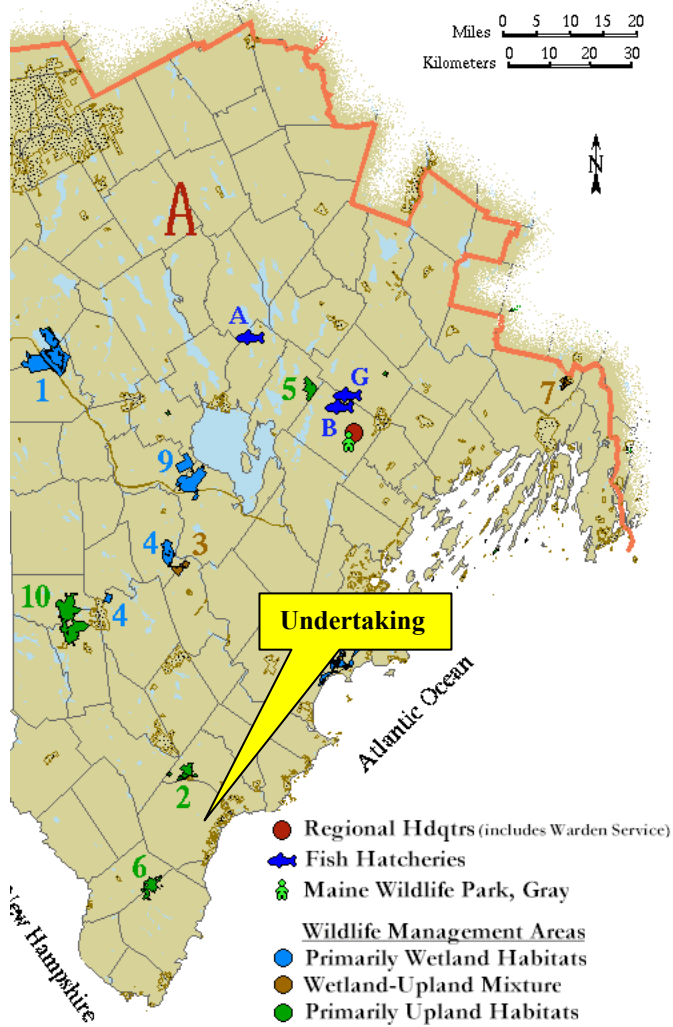
Source:

<http://www.nationalatlas.gov/printable/fedlands.html#list>

Project: Lucas Tree

Portland, Maine

Project Number: TS31011616



Varden Service regions differ.

Wildlife Management Area

Source:
http://www.maine.gov/ifw/wildlife/land/departement/wma_maps.html

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

ENDANGERED SPECIES

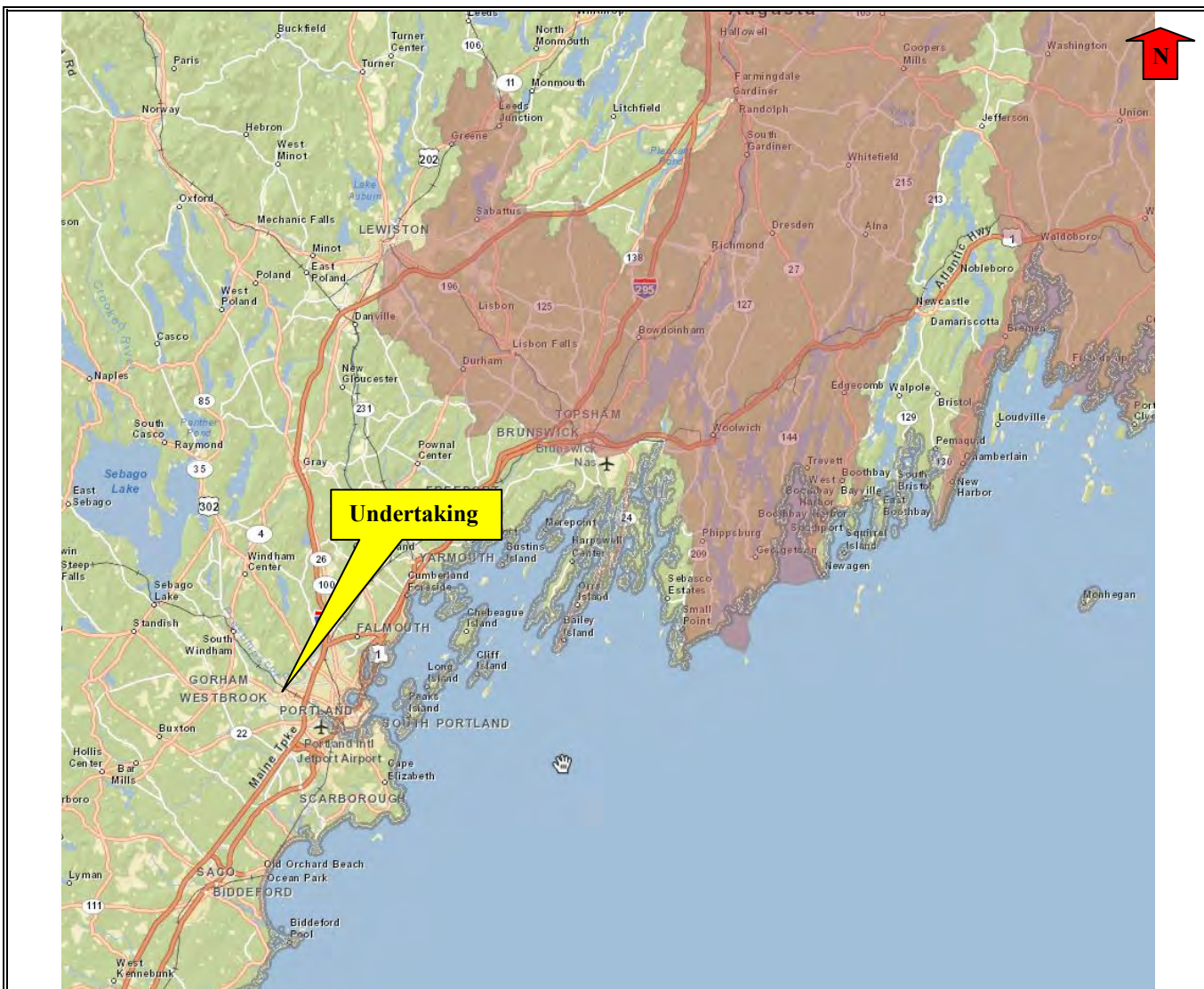


State and Federal Endangered Species And Significant Natural Communities

Source:
http://www.maine.gov/ifw/wildlife/endangered/essential_habitat/maps.html

Project: Lucas Tree
 Portland, Maine

Project Number: TS31011616



USFWS Critical Habitat Map

Source: USFWS

<http://crithab.fws.gov/>

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

Species Summary Table

Your name: IVI

Project name used in IPaC: Lucas Tree

Date:

Step 2 Listed or candidate species that are likely present according to the Official Species List from IPaC? “No Species” or IPaC species list Bald eagle nests from Step 4.	Step 2 Is your action area in critical habitat (only for Canada lynx or Atlantic salmon)? Yes or No	Step 3A Is suitable habitat for listed or candidate species present in your action area? “suitable habitat present” “suitable habitat not present” “Don’t know”	Step 3B Does the species occur in your action area? “Species present” “Species not present” “Don’t know”	Step 4 Is your project likely to take or disturb eagles and require an Eagle Act permit? “Will not disturb” “May disturb” “Don’t know”	Step 5 Determinations for the Endangered Species Act – only Federal agencies complete this column “No effect” “May effect”	Notes and Documentation (provide additional information if needed)
New England Cottontail rabbit (Sylvilagus transitionalis)	NA	“suitable habitat not present”	“Species not present”	“Will not disturb”	“No effect”	

Notes:

Enter Project Name Here



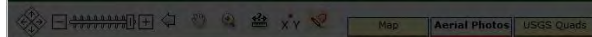
Project Information

Submitted 3/28/2014 12:00:00 AM
Acreage Est. 0

MNAP Contact

Information Manager



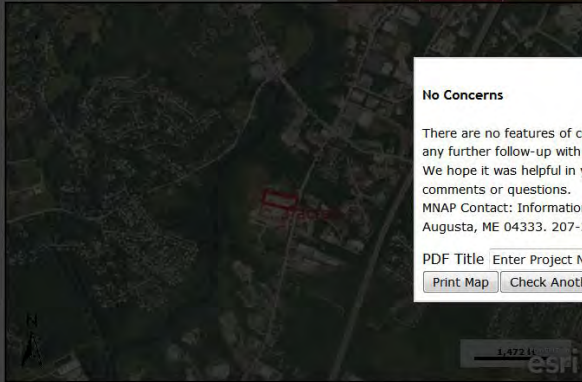


Map Aerial Photos USGS Quads

Call 207-287-6344 or
Email maine.nap@maine.gov

Map Navigation

Use the tools above and below the map to zoom in to your project area. You must be zoomed in past 1,250,000 before you can use the Project Site Tool.



No Concerns

There are no features of concern in the location of the project. You DO NOT have to do any further follow-up with Maine Natural Areas Program. Thank you for using this tool. We hope it was helpful in your project planning. Please let us know if you have any comments or questions.

MNAP Contact: Information Manager maine.nap@maine.gov, 93 State House Station, Augusta, ME 04333. 207-287-8044.

PDF Title

Streets (no E911 address)

E911 Roads

Boundaries

Town

County

State

Map scale 1 : 17667

UTM Zone 18N

X =

Y =

Copyright © 2009 All rights reserved. Developed by [AppGeo](#). Maine DOC Data Checker v0.5.7 [dev 1]



U.S. Fish and Wildlife Service

Natural Resources of Concern

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

Maine Ecological Services Field Office
17 GODFREY DRIVE, SUITE 2
ORONO, ME 4473
(207) 866-3344
<http://www.fws.gov/mainefieldoffice/index.html>

Project Location Map:





U.S. Fish and Wildlife Service

Natural Resources of Concern

Project Counties:

Cumberland, ME

Geographic coordinates (Open Geospatial Consortium Well-Known Text, NAD83):

MULTIPOLYGON (((-70.3258098 43.6981314, -70.325429 43.6980848, -70.3255041 43.6978795, -70.3258635 43.6979336, -70.3258098 43.6981314)))

Project Type:

Communications Tower

Endangered Species Act Species List ([USFWS Endangered Species Program](#)).

There are a total of 1 threatened, endangered, or candidate species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section below for critical habitat that lies within your project area. Please contact the designated FWS office if you have questions.

Species that should be considered in an effects analysis for your project:

Mammals	Status		Has Critical Habitat	Contact
New England Cottontail rabbit (<i>Sylvilagus transitionalis</i>)	Candidate	species info		Maine Ecological Services Field Office

Critical habitats within your project area:

There are no critical habitats within your project area.

FWS National Wildlife Refuges ([USFWS National Wildlife Refuges Program](#)).

There are no refuges found within the vicinity of your project.



U.S. Fish and Wildlife Service

Natural Resources of Concern

FWS Migratory Birds ([USFWS Migratory Bird Program](#)).

Most species of birds, including eagles and other raptors, are protected under the Migratory Bird Treaty Act (16 U.S.C. 703). Bald eagles and golden eagles receive additional protection under the [Bald and Golden Eagle Protection Act](#) (16 U.S.C. 668). The Service's [Birds of Conservation Concern \(2008\)](#) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

Migratory bird information is not available for your project location.

NWI Wetlands ([USFWS National Wetlands Inventory](#)).

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate [U.S. Army Corps of Engineers District](#).

There are no wetlands found within the vicinity of your project.

HISTORIC SITES



National Register of Historic Places

Source: Google Earth



= NR Property

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616



ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE

IVI TELECOM SERVICES, INC.

55 West Red Oak Lane
White Plains, New York 10604
914.694.9600 (tel)
914.694.1335 (fax)
www.ivi-intl.com

FEB 19 2014 *

0249-14
* Additional info rec'd
March 17, 2014.

February 17, 2014

Robin K. Reed | Historic Preservationist
Maine Historic Preservation Commission
55 Capitol Street
Augusta, ME 04330

Re: FCC Form 620, New Tower Submission Packet
"Lucas Tree"
636 Riverside Street
Portland, ME 04103
IVI Project No.: TS31011616

Dear Ms. Reed:

On behalf of AT&T Mobility, IVI Telecom Services, Inc. ("IVI") is pleased to submit the enclosed New Tower Submission Packet for your review. The project constitutes an *FCC-regulated wireless telecommunications facility undertaking submitted for comment to the Maine Historic Preservation Commission in respect to Section 106 of the National Historic Preservation Act of 1966.*

It is IVI's opinion that the Undertaking would result in a determination of No Historic Properties in the Area Direct Effects and would have No Effect to Historic Resources in the area of Visual Effects. We ask for your concurrence with our finding. If you have any questions, please contact me at (914) 694-9600.

Sincerely,

Andrew Maziarski
Project Manager
Cultural Resource Manager

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mohnhey,
Deputy State Historic Preservation Officer
Maine Historic Preservation Commission

3/20/14
Date

NEW YORK · ATLANTA · AUSTIN · CHICAGO · LAS VEGAS
LOS ANGELES · MIAMI · WASHINGTON, D.C.
BARCELONA · LONDON · PARIS · NICE · STOCKHOLM



**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

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Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew Maziarski'.

Andrew Maziarski
Project Manager
Cultural Resource Manager

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LOS ANGELES • MIAMI • WASHINGTON, D.C.
BARCELONA • LONDON • PARIS • NICE • STOCKHOLM**





**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

IVI TELECOM SERVICES, INC.

55 West Red Oak Lane
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February 17, 2014

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Andrew Maziarski
Project Manager
Cultural Resource Manager

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LOS ANGELES • MIAMI • WASHINGTON, D.C.
BARCELONA • LONDON • PARIS • NICE • STOCKHOLM**



Notification Date:

New Tower ("NT") Submission Packet

See instructions for

File Number:

public burden estimates

General Information

1) (Select only one) (NE) NE – New UA – Update of Application WD – Withdrawal of Application	
2) If this application is for an Update or Withdrawal, enter the file number of the pending application currently on file.	File Number:

Applicant Information

3) FCC Registration Number (FRN): 0004979233
4) Name: AT&T Mobility, LLC

Contact Name

5) First Name: David	6) MI:	7) Last Name: Hoogasian	8) Suffix:
9) Title:			

Contact Information

10) P.O. Box:	And /Or	11) Street Address: 7380 Coca Cola drive Suite 106	
12) City: Hanover		13) State: MD	14) Zip Code: 21076
15) Telephone Number: (914)309-7440		16) Fax Number:	
17) E-mail Address: culturalresources@ivi-intl.com			

Consultant Information

18) FCC Registration Number (FRN): 0018180992
19) Name: IVI Telecom Services, Inc.

Principal Investigator

20) First Name: Andrew	21) MI:	22) Last Name: Maziarski	23) Suffix:
24) Title:			

Principal Investigator Contact Information

25) P.O. Box:	And /Or	26) Street Address: 55 West Red Oak Lane	
27) City: White Plains		28) State: NY	29) Zip Code: 10604
30) Telephone Number: (914)740-1976		31) Fax Number:	
32) E-mail Address: culturalresources@ivi-intl.com			

Professional Qualification

33) Does the Principal Investigator satisfy the Secretary of the Interior's Professional Qualification Standards?	(☒) <u>Y</u> es () <u>N</u> o
34) Areas of Professional Qualification: () Archaeologist (☒) Architectural Historian () Historian () Architect () Other (Specify) _____	

Additional Staff

35) Are there other staff involved who meet the Professional Qualification Standards of the Secretary of the Interior?	() <u>Y</u> es (☒) <u>N</u> o
--	--

If "YES," complete the following:

36) First Name:	37) MI:	38) Last Name:	39) Suffix:
40) Title:			
41) Areas of Professional Qualification: () Archaeologist () Architectural Historian () Historian () Architect () Other (Specify) _____			

Site Information

Tower Construction Notification System

1) TCNS Notification Number: **105392**

Site Information

2) Site Name: **Lucas Tree**

3) Site Address: **636 Riverside Street**

4) City: **Portland**

5) State: **ME**

6) Zip Code: **04103**

7) County/Borough/Parish: **CUMBERLAND**

8) Nearest Crossroads: **Waldron Way**

9) **NAD 83** Latitude (DD-MM-SS.S): **43-41-52.8** (☒) **N** or () **S**

10) **NAD 83** Longitude (DD-MM-SS.S): **070-19-32.8** () **E** or (☒) **W**

Tower Information

11) Tower height above ground level (include top-mounted attachments such as lightning rods): **36.6** () Feet (☒) Meters

12) Tower Type (Select One):

() Guyed lattice tower

() Self-supporting lattice

(☒) Monopole

() Other (Describe):

Project Status

13) Current Project Status (Select One):

(☒) Construction has not yet commenced

() Construction has commenced, but is not completed

Construction commenced on: _____

() Construction has been completed

Construction commenced on: _____

Construction completed on: _____

Determination of Effect

14) Direct Effects (Select One):

- (☒) No Historic Properties in Area of Potential Effects (APE)
- (☐) No Effect on Historic Properties in APE
- (☐) No Adverse Effect on Historic Properties in APE
- (☐) Adverse Effect on one or more Historic Properties in APE

15) Visual Effects (Select One):

- (☐) No Historic Properties in Area of Potential Effects (APE)
- (☒) No Effect on Historic Properties in APE
- (☐) No Adverse Effect on Historic Properties in APE
- (☐) Adverse Effect on one or more Historic Properties in APE

Tribal/NHO Involvement

1) Have Indian Tribes or Native Hawaiian Organizations (NHOs) been identified that may attach religious and cultural significance to historic properties which may be affected by the undertaking within the APEs for direct and visual effects?		(☒) <u>Yes</u> () <u>No</u>
2a) Tribes/NHOs contacted through TCNS Notification Number: <u>105392</u>		Number of Tribes/NHOs: <u>2</u>
2b) Tribes/NHOs contacted through an alternate system:		Number of Tribes/NHOs: <u>0</u>

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:
4) Tribe/NHO Name: Keweenaw Bay Indian Community

Contact Name

5) First Name: Juliet	6) MI: K	7) Last Name: Goyen	8) Suffix:
9) Title: THPO/NAGPRA Technician			

Dates & Response

10) Date Contacted <u>02/05/2014</u>	11) Date Replied <u>02/05/2014</u>
() No Reply	
() Replied/No Interest	
() Replied/Have Interest	
(☒) Replied/Other	

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:
4) Tribe/NHO Name: Lac Vieux Desert Band of Lake Superior Chippewa Indians

Contact Name

5) First Name: Giiwegiizhigookway	6) MI:	7) Last Name: Martin	8) Suffix:
9) Title: THPO and NAGPRA Representative			

Dates & Response

10) Date Contacted <u>02/05/2014</u>	11) Date Replied <u>02/05/2014</u>
() No Reply	
() Replied/No Interest	
() Replied/Have Interest	
(☒) Replied/Other	

Other Tribes/NHOs Contacted

Tribe/NHO Information

1) FCC Registration Number (FRN):
2) Name:

Contact Name

3) First Name:	4) MI:	5) Last Name:	6) Suffix:
7) Title:			

Contact Information

8) P.O. Box:	And /Or	9) Street Address:	
10) City:		11) State:	12) Zip Code:
13) Telephone Number:		14) Fax Number:	
15) E-mail Address:			
16) Preferred means of communication: () E-mail () Letter () Both			

Dates & Response

17) Date Contacted _____	18) Date Replied _____
() No Reply	
() Replied/No Interest	
() Replied/Have Interest	
() Replied/Other	

Historic Properties

Properties Identified

1) Have any historic properties been identified within the APEs for direct and visual effect?	(☒) <u>Y</u> es () <u>N</u> o
2) Has the identification process located archaeological materials that would be directly affected, or sites that are of cultural or religious significance to Tribes/NHOs?	() <u>Y</u> es (☒) <u>N</u> o
3) Are there more than 10 historic properties within the APEs for direct and visual effect? If "Yes", you are required to attach a Cultural Resources Report in lieu of adding the Historic Property below.	() <u>Y</u> es (☒) <u>N</u> o

Historic Property

4) Property Name: Friends Meeting House
5) SHPO Site Number: 357-1457

Property Address

6) Street Address: 1847 Forest Ave		
7) City: Portland	8) State: ME	9) Zip Code: 04103
10) County/Borough/Parish: CUMBERLAND		

Status & Eligibility

11) Is this property listed on the National Register? Source: _____	() <u>Y</u> es (☒) <u>N</u> o
12) Is this property eligible for listing on the National Register? Source: Maine SHPO _____	(☒) <u>Y</u> es () <u>N</u> o
13) Is this property a National Historic Landmark?	() <u>Y</u> es (☒) <u>N</u> o

14) Direct Effects (Select One): (☒) No Effect on this Historic Property in APE () No Adverse Effect on this Historic Property in APE () Adverse Effect on this Historic Property in APE
15) Visual Effects (Select One): (☒) No Effect on this Historic Property in APE () No Adverse Effect on this Historic Property in APE () Adverse Effect on this Historic Property in APE

Local Government Involvement

Local Government Agency

1) FCC Registration Number (FRN):
2) Name: City of Portland

Contact Name

3) First Name: Michael	4) MI:	5) Last Name: Brennan	6) Suffix:
7) Title: Mayor			

Contact Information

8) P.O. Box:	And /Or	9) Street Address: 389 Congress Street	
10) City: Portland		11) State: ME	12) Zip Code: 04101
13) Telephone Number: (207)874-8841		14) Fax Number:	
15) E-mail Address:			
16) Preferred means of communication: () E-mail (X) Letter () Both			

Dates & Response

17) Date Contacted 02/14/2014	18) Date Replied _____
(X) No Reply	
() Replied/No Interest	
() Replied/Have Interest	
() Replied/Other	

Additional Information

19) Information on local government's role or interest (optional):
--

Other Consulting Parties

Other Consulting Parties Contacted

1) Has any other agency been contacted and invited to become a consulting party?	(☒) <u>Yes</u> () <u>No</u>
--	---

Consulting Party

2) FCC Registration Number (FRN):
3) Name: Portland Historic Preservation

Contact Name

4) First Name: To whom	5) MI:	6) Last Name: it may concern	7) Suffix:
8) Title:			

Contact Information

9) P.O. Box:	And /Or	10) Street Address: 389 Congress Street 4th Floor		
11) City: Portland		12) State: ME	13) Zip Code: 04101	
14) Telephone Number: (207)874-8719		15) Fax Number:		
16) E-mail Address:				
17) Preferred means of communication: () E-mail (☒) Letter () Both				

Dates & Response

18) Date Contacted 02/14/2014	19) Date Replied _____
(☒) No Reply	
() Replied/No Interest	
() Replied/Have Interest	
() Replied/Other	

Additional Information

20) Information on other consulting parties' role or interest (optional):

Designation of SHPO/THPO

1) Designate the Lead State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) based on the location of the tower.

SHPO/THPO

Name: Maine Historic Preservation Commission

2) You may also designate up to three additional SHPOs/THPOs if the APEs include multiple states. If the APEs include other countries, enter the name of the National Historic Preservation Agency and any state and provincial Historic Preservation Agency.

SHPO/THPO Name: _____

SHPO/THPO Name: _____

SHPO/THPO Name: _____

Certification

I certify that all representations on this FCC Form 620 Submission Packet and the accompanying attachments are true, correct, and complete.

Party Authorized to Sign

First Name:

MI:

Last Name:

Suffix:

Signature:

Date: _____

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

Attachments :

Type	Description	Date Entered
------	-------------	--------------

RESUMES

Andrew Maziarski – Cultural Resource Specialist

Technical Experience

National Historic Preservation Act – Section 106, National Environmental Policy Act, Phase I Environmental Site Assessments, City Environmental Quality Reviews, State and Tribal Historic Preservation Office Consultation, Adverse Effect Mitigation, New York City Landmark Laws.

Professional Experience

- NYC Department of Parks and Recreation – Arts & Antiquities: Conservation Technician
- Cultural Resource Consulting Group: Field Technician
- Maya Research Program: Archaeological Technician

Credentials

- Columbia University in the City of New York – M.S., Historic Preservation
- Rutgers University, The State University of New Jersey – B.S., Evolutionary Anthropology
- 36 CFR Part 61 qualified – Historic Architecture
- ACHP Essentials Training
- AHERA Asbestos Inspector

Key Projects

- **FCC NEPA Screenings** – Screenings for telecom industry projects, including antenna installations and new tower builds. Reviews include Historic and Tribal review, endangered species consultation, wetland and floodplain reviews, etc.
- **FCC Phase I ESA's** - Numerous environmental assessments for telecom industry upgrades, additions, and new builds, on towers and existing buildings. Reviews include visual assessments, city and town record reviews, environmental database reviews, etc.
- **NYC CEQRA Technical Analysis** - CEQRA technical analysis as per city guideless completed on vacant lot development in Brooklyn, New York. Included historic resource reviews, noises studies, visual assessments, shadow studies, and other technical reviews.

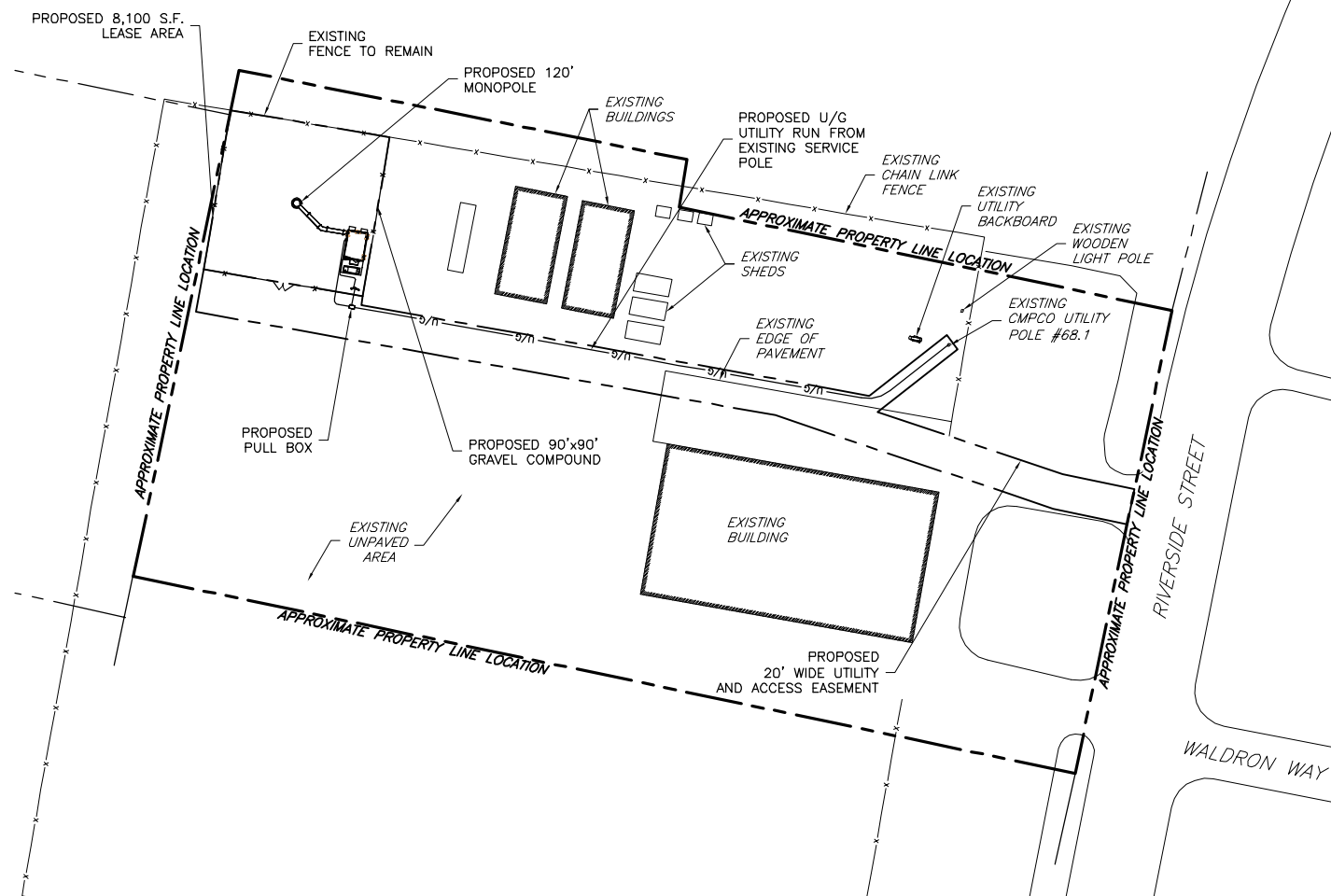
Relevant Coursework

- Cultural Resource Management
- Conservation Project Management
- Archaeological Site Management
- Preservation Planning
- Neighborhood Preservation & Zoning
- Real Estate Development & Historic Preservation
- American Architecture
- Historic Preservation Theory & Practice
- Architectural Photography

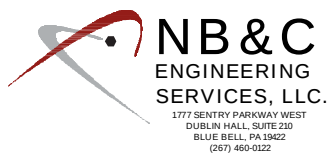
Associations

- National Trust for Historic Preservation
- Preservation Alumni
- New Jersey Wireless Association

ADDITIONAL SITE INFORMATION



SITE PLAN



ME5372
LUCAS TREE
636 RIVERSIDE STREET
PORTLAND, ME 04103
CUMBERLAND COUNTY

SUBMITTALS

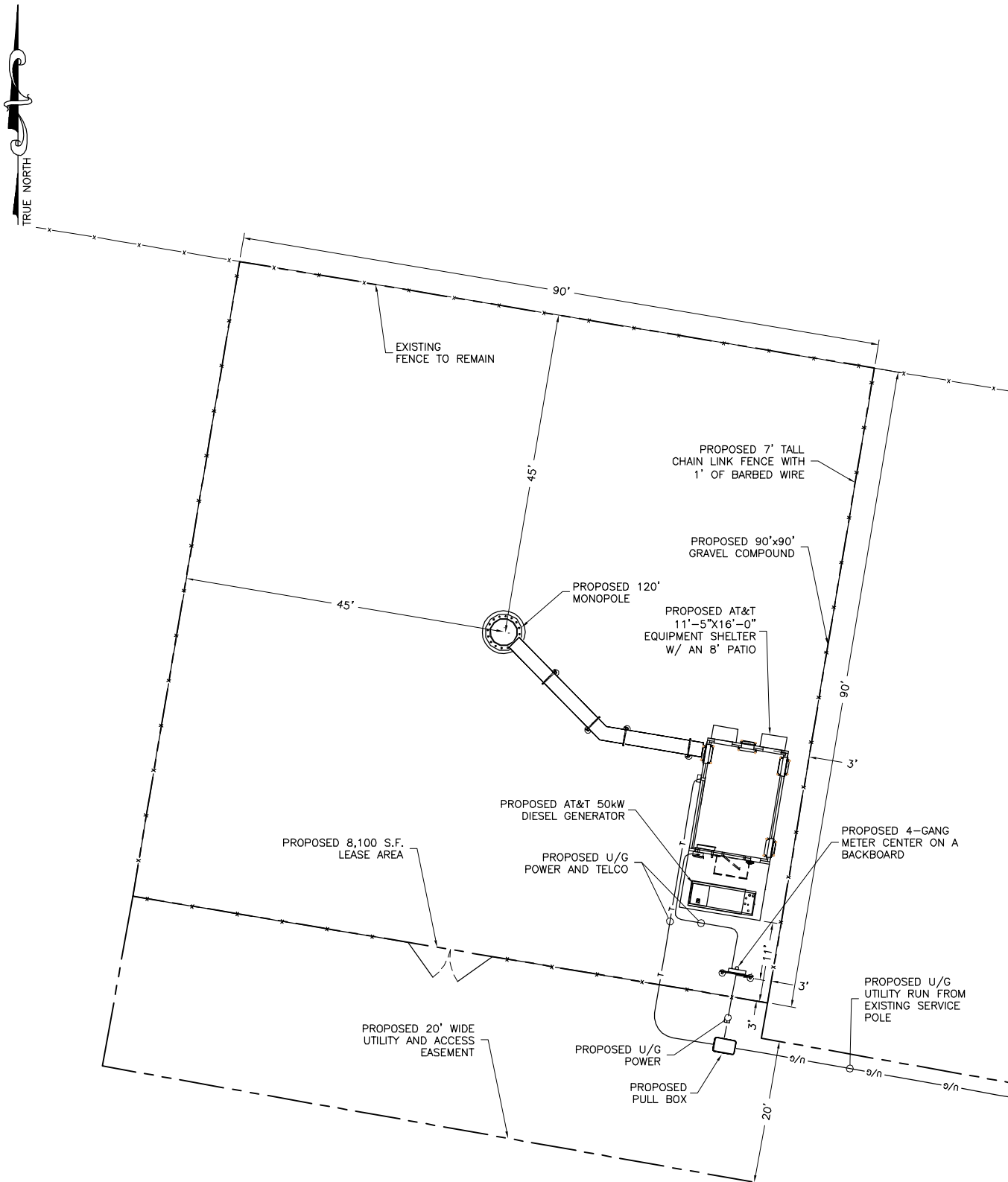
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REVISED	10/01/13
REVISED	10/04/13

SHEET 1 OF 2

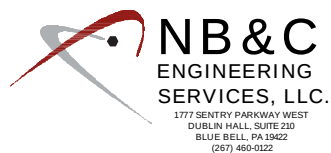


at&t
mobility corp.

5841 BRIDGE STREET
EAST SYRACUSE, NY 13057



COMPOUND PLAN



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ME5372
LUCAS TREE
636 RIVERSIDE STREET
PORTLAND, ME 04103
CUMBERLAND COUNTY

SUBMITTALS

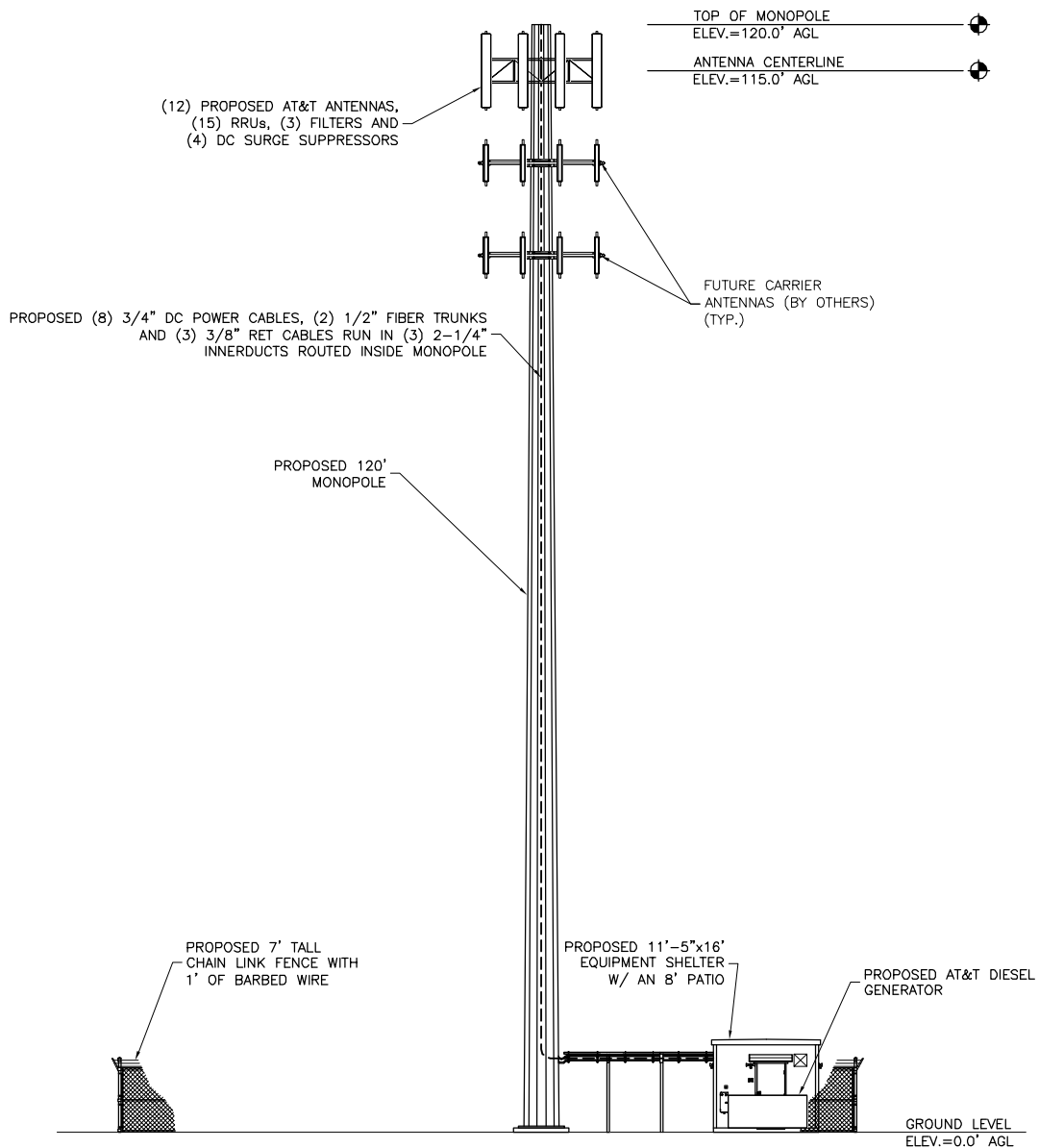
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REVISED	10/01/13
REVISED	10/04/13

SHEET 1 OF 2

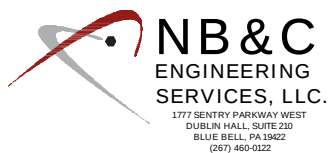


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ELEVATION



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LUCAS TREE
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PORTLAND, ME 04103
CUMBERLAND COUNTY

SUBMITTALS

PRELIMINARY	09/25/13
REVISED	10/01/13
REVISED	10/04/13

SHEET 2 OF 2



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5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

PHOTOGRAPHS



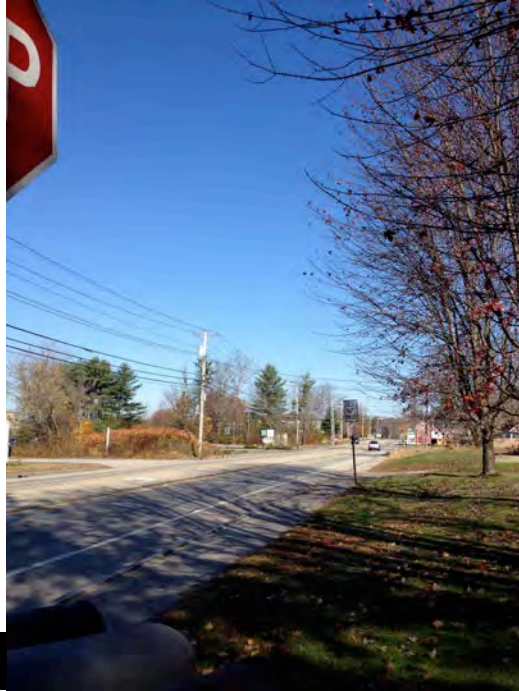
1

Approximate location of proposed Undertaking



2

Approximate location of proposed Undertaking



3

Looking north towards area of proposed Undertaking from Riverside Street



4

Looking south towards area of proposed Undertaking from Riverside Street



5

Looking west towards area of proposed Undertaking from Wilkie Street



6

Looking southwest towards area of proposed Undertaking



Looking south towards area of proposed Undertaking from E. Bridge Street



Looking east towards area of proposed Undertaking from E. Bridge Street



9

Looking northeast towards area of proposed Undertaking from Declaration Drive



10

Friends Meeting House (Eligible)



Applicant's Name: AT&T
 Project Name: ME5372 – Lucas Tree
 IVI Project Number: TS31011616

MAPS AND AERIALS



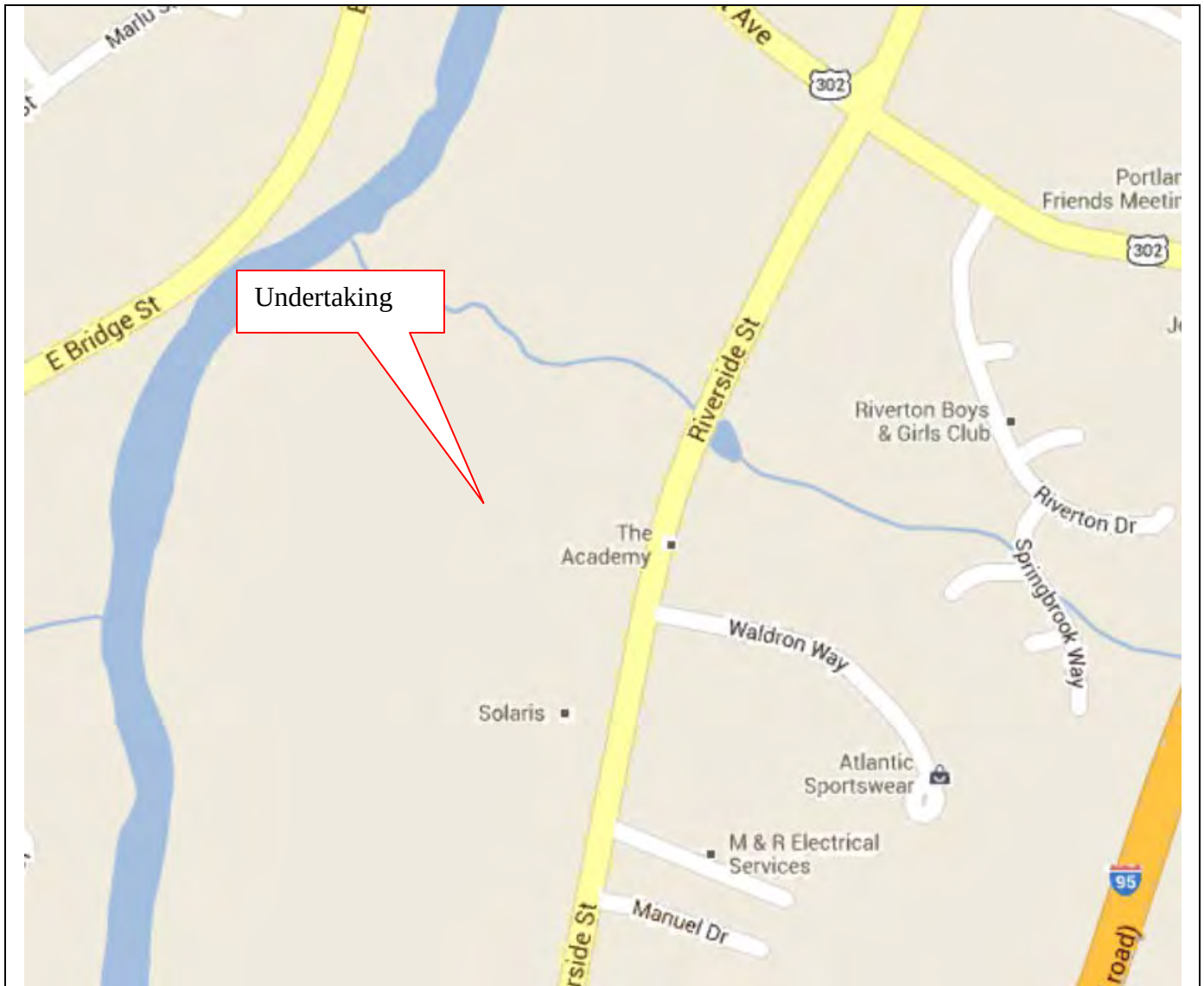
Aerial Photograph

Source:

Google Earth



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616



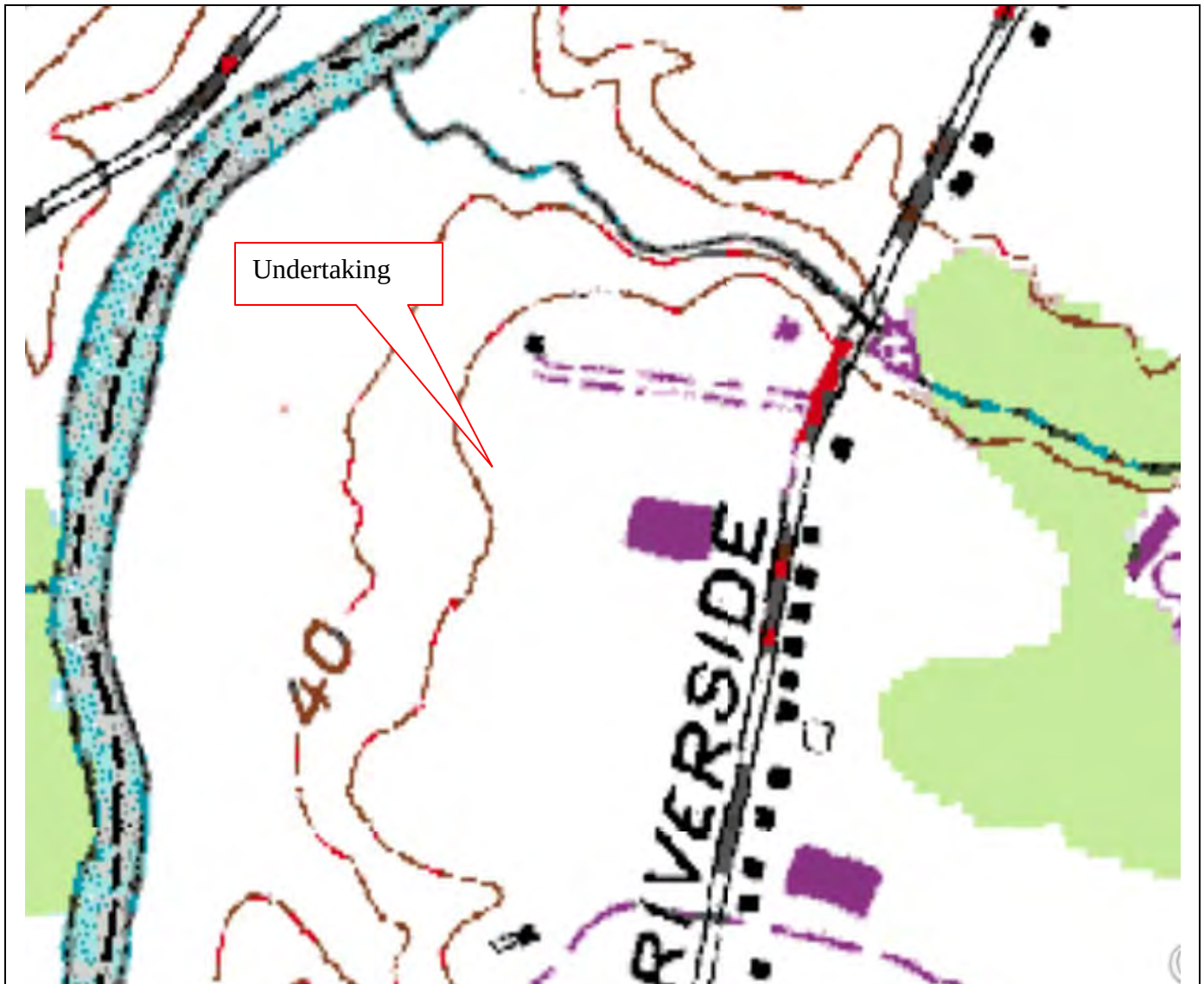
Street Map

Source:

Google Maps



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616



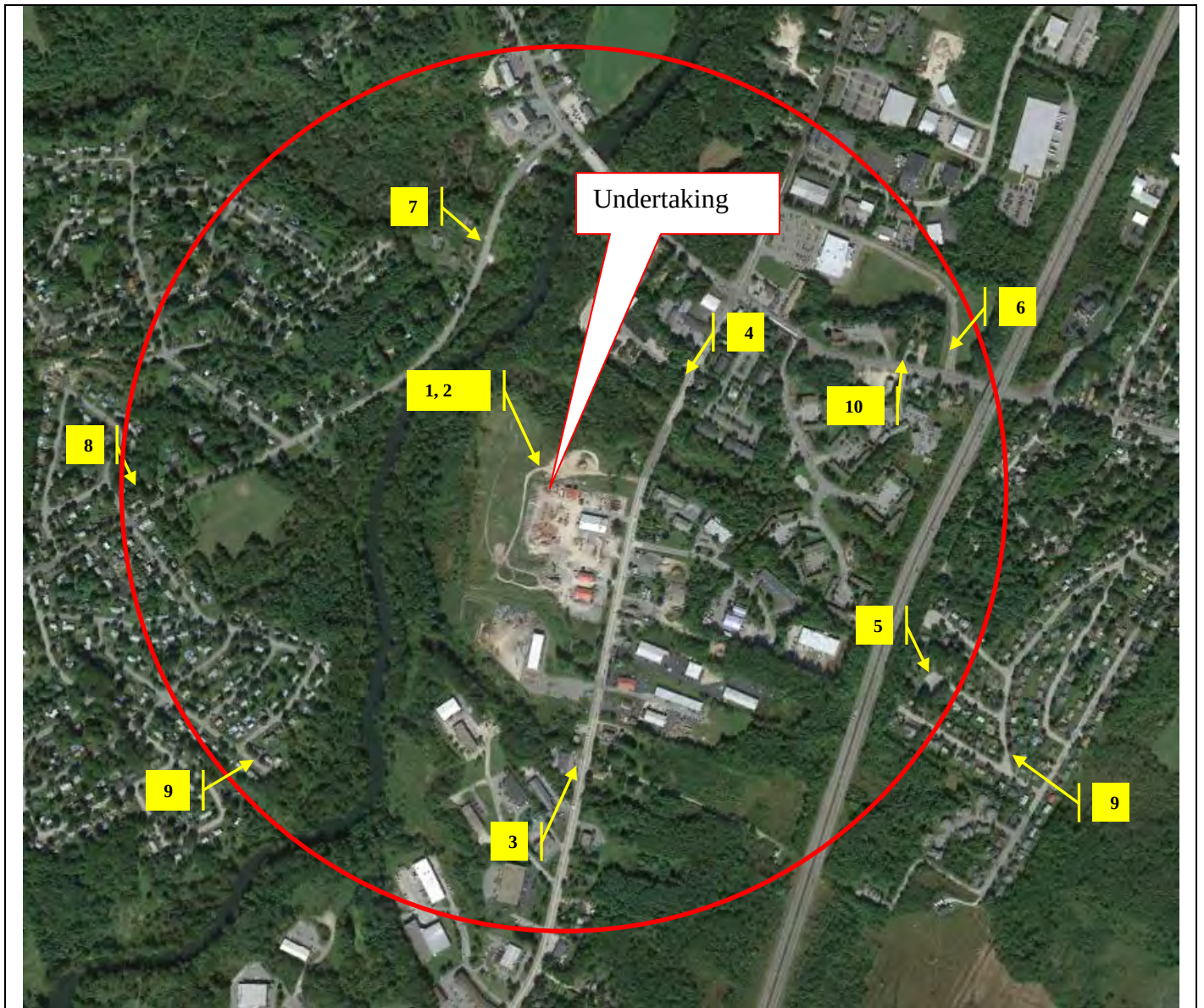
USGS 7.5 Minute Quadrangle Map

Source: USGS



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616

**AREA OF POTENTIAL EFFECT
IDENTIFICATION OF HISTORIC PROPERTIES**



APE Map for Visual Effects and Photo Key

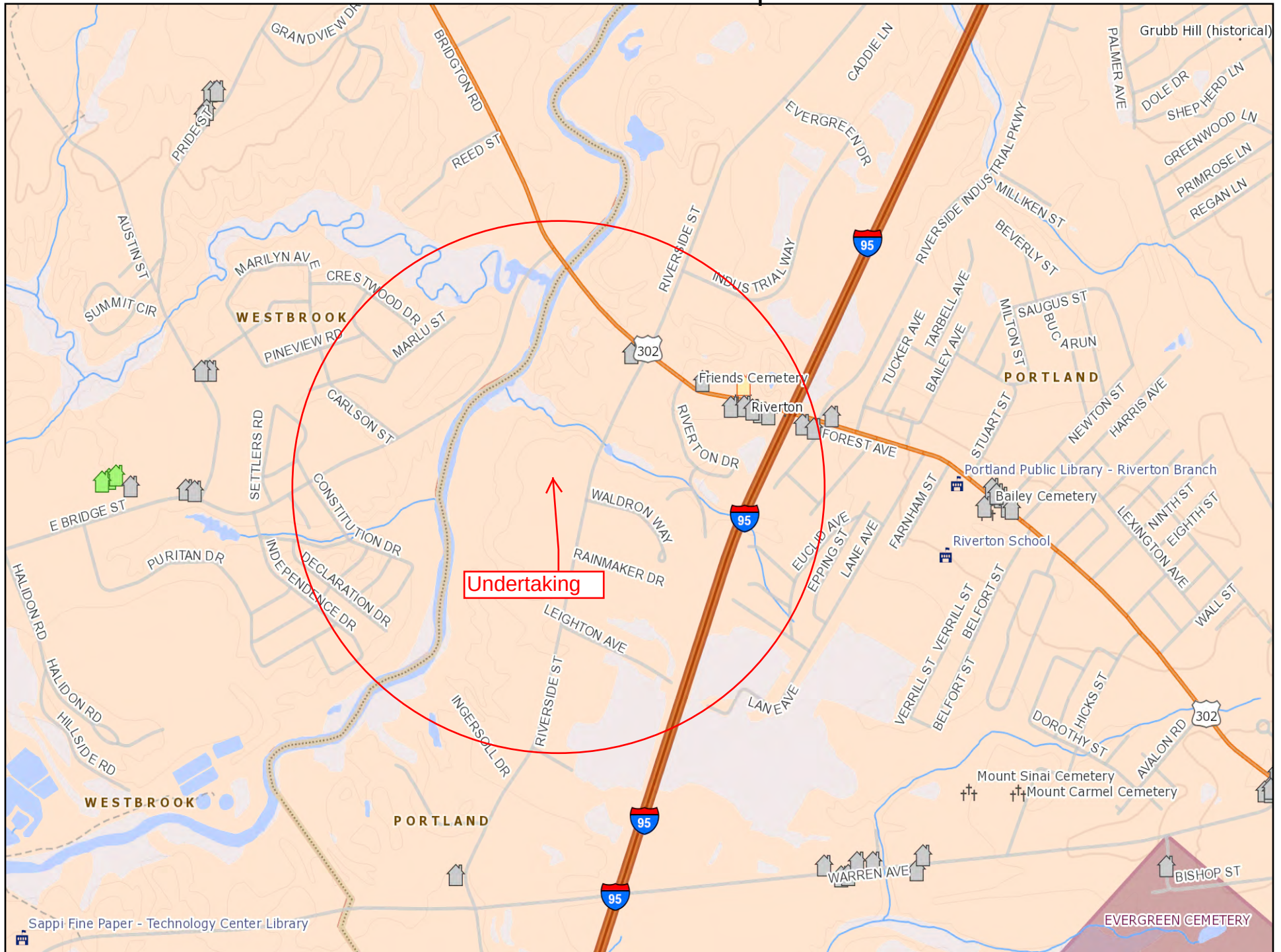
Key:

APE 



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616

Maine DOT Map



Map Generated on Friday, February 14, 2014 01:22:46 PM

Map Scale 1:15916

The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch. Road names used on this map may not match official road names.

General Roads

-  Interstate
-  US Routes
-  State Routes
-  Public Roads

State Compact Area



Water Bodies



Wetlands



Historic Districts



Historic Property Surveys

-  <all other values>
-  Not Eligible
-  Not Determined
-  Unknown
-  Eligible
-  Listed
-  Historic District

**National/State Register Listed Or Eligible Properties
within APE for Direct/Visual Effects**

NR – SHPO Number	Name	Address	City	County	State
357-1457	Friends Meeting House	1847 Forest Ave	Portland	Cumberland	ME



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616



National Register of Historic Places Aerial Overlay

Source:

Google Earth – National Parks Service Layer

NR Listed =



Applicant's Name: AT&T
Project Name: ME5372 – Lucas Tree
IVI Project Number: TS31011616

National Register of Historic Places listings in Portland, Maine

From Wikipedia, the free encyclopedia

This is a list of the **National Register of Historic Places listings in Portland, Maine**.

This is intended to be a complete list of the properties and districts on the National Register of Historic Places in Portland, Cumberland County, Maine, United States. Latitude and longitude coordinates are provided for many National Register properties and districts; these locations may be seen together in a Google map.^[1]

There are 227 properties and districts listed on the National Register in Cumberland County, including 11 National Historic Landmarks. 138 of these properties and districts, including 4 National Historic Landmarks, are located outside of Portland, and are listed separately, while the 89 properties and districts in Portland are listed here. Another property in Portland was once listed but has been removed.

This National Park Service list is complete through NPS recent listings (http://www.nps.gov/history/nr/nrlist.htm) posted February 7, 2014.^[2]

Current listings



Location of Portland in Maine

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
1	Abyssinian Meeting House		February 3, 2006 (#05001612 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=05001612&natregadvancedsearch=Search))	73-75 Newbury St. 43°39'44"N 70°14'58"W	
2	Back Cove		October 16, 1989 (#89001706 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89001706&natregadvancedsearch=Search))	Roughly Baxter Boulevard along Back Cove from Baxter to Veranda Sts. 43°40'25"N 70°16'15"W	
3	<i>BAGHEERA</i> (schooner)		November 4, 2009 (#09000878 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=09000878&natregadvancedsearch=Search))	Maine State Pier, Commercial St. 43°39'24"N 70°14'52"W	
4	Battery Steele		October 20, 2005 (#05001176 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=05001176&natregadvancedsearch=Search))	Florida Ave. on Peaks Island 43°39'32"N 70°10'50"W	
5	Harrison B. Brown House		June 23, 1980 (#80000227 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=80000227&natregadvancedsearch=Search))	400 Danforth St. 43°38'39"N 70°16'19"W	
6	J.B. Brown Memorial Block		May 23, 1978 (#78000167 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=78000167&natregadvancedsearch=Search))	Congress and Casco Sts. 43°39'21"N 70°15'42"W	
7	A.B. Butler House		May 8, 1974 (#74000158 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=74000158&natregadvancedsearch=Search))	4 Walker St. 43°38'51"N 70°16'11"W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
8	Cathedral of the Immaculate Conception		June 20, 1985 (#85001257 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=85001257&natregadvancedsearch=Search))	Cumberland Ave. and Congress St. 43°39'41"N 70°15'17"W	
9	Leonard Bond Chapman House		April 23, 1980 (#80000228 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=80000228&natregadvancedsearch=Search))	90 Capisic St. 43°39'43"N 70°18'10"W	
10	Chestnut Street Methodist Church		October 20, 1977 (#77000063 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=77000063&natregadvancedsearch=Search))	11-19 Chestnut St. 43°39'34"N 70°15'30"W	
11	Children's Hospital		March 7, 2012 (#12000065 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=12000065&natregadvancedsearch=Search))	68 High St. 43°39'08"N 70°15'38"W	
12	Charles Q. Clapp Block		January 31, 1978 (#78000168 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=78000168&natregadvancedsearch=Search))	Congress Sq. 43°39'15"N 70°15'47"W	
13	Charles Q. Clapp House		February 23, 1972 (#72000072 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=72000072&natregadvancedsearch=Search))	97 Spring St. 43°39'13"N 70°15'43"W	
14	Nathan Clifford School		December 18, 2013 (#13000925 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=13000925&natregadvancedsearch=Search))	180 Falmouth St. 43°39'37"N 70°16'49"W	
15	Deering Estate Barn		August 13, 1969 (#09000089 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=09000089&natregadvancedsearch=Search))	Falmouth St. on the	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
			/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=09000089&natregadvancedsearch=Search))	University of Maine in Portland campus 43°39'49"N 70°16'40"W	
16	Deering Oaks		October 16, 1989 (#89001708 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89001708&natregadvancedsearch=Search))	Roughly bounded by Interstate 295, Forest St., Park Ave., and Deering Ave. 43°39'32"N 70°16'20"W	
17	Deering Street Historic District		January 27, 1983 (#83000448 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=83000448&natregadvancedsearch=Search))	Congress, Deering, Mellen, and State Sts. 43°39'17"N 70°16'07"W	
18	Gen. Neal Dow House		April 11, 1973 (#73000236 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000236&natregadvancedsearch=Search))	714 Congress St. 43°39'11"N 70°16'12"W	
19	Nathaniel Dyer House		April 15, 1987 (#86003534 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=86003534&natregadvancedsearch=Search))	168 York St. 43°38'57"N 70°15'38"W	
20	Eastern Cemetery		December 12, 1973 (#73000112 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000112&natregadvancedsearch=Search))	Congress St. at its junction with Mountfort St. 43°39'46"N 70°15'03"W	
21	Eastern Promenade		October 16, 1989 (#89001707 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89001707&natregadvancedsearch=Search))	Roughly bounded by Eastern Promenade and Casco Bay	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
				43°40′20″N 70°14′50″W	
22	Eighth Maine Regiment Memorial		October 4, 2006 (#06000919 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=06000919&natregadvancedsearch=Search))	13 8th Main Ave. 43°39′09″N 70°11′32″W	Peaks Island
23	Engine Company Number Nine Firehouse		October 28, 2010 (#10000876 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=10000876&natregadvancedsearch=Search))	17 Arbor St. 43°41′08″N 70°17′34″W	
24	Everett Chambers		May 19, 2006 (#06000397 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=06000397&natregadvancedsearch=Search))	47-55 Oak St. 43°39′18″N 70°15′42″W	
25	Evergreen Cemetery		June 18, 1992 (#92000791 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=92000791&natregadvancedsearch=Search))	Off the western side of Stevens Ave., north of its junction with Brighton Ave. 43°40′51″N 70°18′04″W	
26	Fifth Maine Regiment Community Center		January 5, 1978 (#78000169 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=78000169&natregadvancedsearch=Search))	Seashore Ave. on Peaks Island 43°39′10″N 70°11′36″W	
27	First Baptist Church		January 31, 1978 (#78000170 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=78000170&natregadvancedsearch=Search))	353 Congress St. 43°39′37″N 70°15′20″W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
28	First Parish Church		January 12, 1973 (#73000113 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000113&natregadvancedsearch=Search))	425 Congress St. 43°39'30"N 70°15'32"W	
29	Fort Gorges		August 28, 1973 (#73000114 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000114&natregadvancedsearch=Search))	East of Portland on Hog Island in Portland Harbor 43°39'46"N 70°13'18"W	
30	Fort McKinley Historic District		March 21, 1985 (#85000611 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=85000611&natregadvancedsearch=Search))	Great Diamond Island 43°41'00"N 70°11'47"W	
31	The Gothic House		December 31, 1974 (#72001539 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=72001539&natregadvancedsearch=Search))	387 Spring St. 43°38'45"N 70°16'30"W	
32	Green Memorial A.M.E. Zion Church		January 17, 1973 (#73000115 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000115&natregadvancedsearch=Search))	46 Sheridan St. 43°39'50"N 70°14'58"W	
33	Byron Greenough Block		March 10, 1977 (#77000065 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=77000065&natregadvancedsearch=Search))	Free and Middle Sts. 43°39'25"N 70°15'28"W	
34	Griffin House		July 19, 1984 (#84001360 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=84001360&natregadvancedsearch=Search))	200 High St. 43°39'21"N 70°15'59"W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
35	Hamblen Block		July 21, 1983 (#83000449 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=83000449&natregadvancedsearch=Search))	188-194 Danforth St. 43°38'54"N 70°15'50"W	
36	Hamblen Development Historic District		June 18, 1992 (#92000802 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=92000802&natregadvancedsearch=Search))	188-208 Danforth St. 43°38'54"N 70°15'50"W	
37	Asa Hanson Block		December 31, 2001 (#01001418 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=01001418&natregadvancedsearch=Search))	548-550 Congress St. 43°39'19"N 70°15'43"W	
38	Row Houses		January 20, 1980 (#80000377 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=80000377&natregadvancedsearch=Search))	Stratton Place 43°39'14"N 70°15'30"W	
39	Daniel How House		April 24, 1973 (#73000265 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000265&natregadvancedsearch=Search))	23 Danforth St. 43°39'14"N 70°15'30"W	
40	Joseph Holt Ingraham House		July 16, 1973 (#73000116 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000116&natregadvancedsearch=Search))	51 State St. 43°39'00"N 70°15'41"W	
41	Lancaster Block		September 29, 1982 (#82000745 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=82000745&natregadvancedsearch=Search))	474 Congress St. 43°39'25"N 70°15'35"W	
42	Adam P. Leighton House		September 29, 1982 (#82000746 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=82000746&natregadvancedsearch=Search))	261 Western Promenade 43°39'04"N 70°16'34"W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
			natregadvancedsearch=Search))		
43	Lincoln Park		October 16, 1989 (#89001709 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89001709&natregadvancedsearch=Search))	Bounded by Pearl, Franklin, Market, and Federal Sts. 43°39'35"N 70°15'18"W	
44	Henry Wadsworth Longfellow Monument		April 5, 1990 (#90000580 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=90000580&natregadvancedsearch=Search))	Southeastern corner of State and Congress Sts. 43°39'11"N 70°16'02"W	
45	Maine Archeological Site No. 9-16		May 7, 1979 (#79000141 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=79000141&natregadvancedsearch=Search))	Great Diamond Island ^[6]	Native American site
46	Maine Central Railroad General Office Building		January 7, 1988 (#87002192 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=87002192&natregadvancedsearch=Search))	222-224 St. John St. 43°39'03"N 70°16'48"W	
47	Maine Eye and Ear Infirmary		September 25, 1986 (#86002469 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=86002469&natregadvancedsearch=Search))	794-800 Congress St. 43°39'13"N 70°16'24"W	
48	Maine Historical Society		November 17, 1980 (#80000230 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=80000230&natregadvancedsearch=Search))	485 Congress St. 43°39'25"N 70°15'38"W	
49	Maine Publicity Bureau Building		January 26, 1990 (#89002344 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89002344&natregadvancedsearch=Search))	3 St. John St. 43°38'39"N 70°16'36"W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
50	Marine Hospital		August 21, 1974 (#74000161 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=74000161&natregadvancedsearch=Search))	331 Veranda St. 43°41'18"N 70°14'51"W	
51	Mariner's Church		April 23, 1973 (#73000117 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000117&natregadvancedsearch=Search))	368-374 Fore St. 43°39'23"N 70°15'11"W	
52	Masonic Temple		February 11, 1982 (#82000748 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=82000748&natregadvancedsearch=Search))	415 Congress St. 43°39'32"N 70°15'30"W	
53	McLellan-Sweat Mansion		March 5, 1970 (#70000073 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=70000073&natregadvancedsearch=Search))	111 High St. 43°39'12"N 70°15'45"W	
54	Mechanics' Hall		October 3, 1973 (#73000118 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000118&natregadvancedsearch=Search))	519 Congress St. 43°39'23"N 70°15'43"W	
55	William Minott House		July 10, 1979 (#79000142 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=79000142&natregadvancedsearch=Search))	45 Park St. 43°39'03"N 70°15'38"W	
56	Morse-Libby Mansion		May 19, 1970 (#70000074 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=70000074&natregadvancedsearch=Search))	109 Danforth St. 43°39'06"N 70°15'40"W	
57	North School		April 12, 1982 (#82000749 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=82000749&natregadvancedsearch=Search))	248-264 Congress Street 43°39'44"N 70°15'07"W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
58	Park Street Row		February 23, 1972 (#72000074 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=72000074&natregadvancedsearch=Search))	88-114 Park St. 43°39′06″N 70°15′46″W	
59	Porteous, Mitchell and Braun Company Building		September 27, 1996 (#96001039 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=96001039&natregadvancedsearch=Search))	522-528 Congress St. 43°39′21″N 70°15′40″W	
60	Portland City Hall		May 7, 1973 (#73000119 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000119&natregadvancedsearch=Search))	389 Congress St. 43°39′34″N 70°15′27″W	
61	Portland City Hospital		March 21, 1985 (#85000612 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=85000612&natregadvancedsearch=Search))	Brighton Ave. 43°40′37″N 70°19′31″W	
62	Portland Club		January 25, 1973 (#73000120 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000120&natregadvancedsearch=Search))	156 State St. 43°39′07″N 70°15′58″W	
63	Portland High School		November 23, 1984 (#84003879 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=84003879&natregadvancedsearch=Search))	284 Cumberland Ave. 43°39′33″N 70°15′34″W	
64	Portland Observatory		April 24, 1973 (#73000122 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000122&natregadvancedsearch=Search))	138 Congress St. 43°39′56″N 70°14′11″W	
65	Portland Packing Company Factory		June 7, 1996 (#96000651 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=96000651&natregadvancedsearch=Search))	14-26 York St. 43°39′14″N 70°15′27″W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
			referenceNumber=96000651&natregadvancedsearch=Search))		
66	Portland Soldiers and Sailors Monument		April 1, 1998 (#98000308 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=98000308&natregadvancedsearch=Search))	Junction of Congress St. and Federal St. 43°39'26"N 70°15'34"W	
67	Portland Waterfront		May 2, 1974 (#74000353 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=74000353&natregadvancedsearch=Search))	Waterfront area; also 79-85 and 295-309 Commercial and 3 Center Sts.; also Merrill's Wharf, 252-260 Commercial St. 43°39'17"N 70°15'37"W	Addresses on Commercial and Center Sts. represent boundary increases of December 23, 1984 and March 7, 2012
68	Rackleff Building		May 9, 1973 (#73000123 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000123&natregadvancedsearch=Search))	127, 129, 131, and 133 Middle St. 43°39'31"N 70°15'14"W	
69	Thomas Brackett Reed House		May 7, 1973 (#73000239 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000239&natregadvancedsearch=Search))	30-32 Deering St. 43°39'15"N 70°16'03"W	Home of Thomas Brackett Reed, nineteenth-century Speaker of the United States House of Representatives
70	John B. Russwurm House		July 21, 1983 (#83000450 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=83000450&natregadvancedsearch=Search))	238 Ocean Ave. 43°40'44"N 70°16'49"W	Home of John B. Russwurm, abolitionist
71	St. Lawrence Church		October 1, 1979 (#79000145 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=79000145&natregadvancedsearch=Search))	76 Congress St. 43°40'01"N 70°14'48"W	Converted to a performing arts center.

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
			natregadvancedsearch=Search))		
72	St. Paul's Church and Rectory		December 22, 1978 (#78000176 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=78000176&natregadvancedsearch=Search))	279 Congress St. 43°39'43"N 70°15'12"W	
73	F.O.J. Smith Tomb		December 31, 1974 (#74000166 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=74000166&natregadvancedsearch=Search))	Stevens Ave. in Evergreen Cemetery 43°40'50"N 70°18'40"W	
74	Sparrow House		October 29, 1982 (#82000421 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=82000421&natregadvancedsearch=Search))	35 Arlington St. 43°40'12"N 70°16'58"W	
75	Spring Street Historic District		April 3, 1970 (#70000043 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=70000043&natregadvancedsearch=Search))	Roughly bounded by Forest, Oak, Danforth, Brackett and Pine Sts. 43°39'08"N 70°15'50"W	
76	John Calvin Stevens House		July 16, 1973 (#73000125 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000125&natregadvancedsearch=Search))	52 Bowdoin St. 43°38'48"N 70°16'30"W	
77	Stroudwater Historic District		February 16, 1973 (#73000126 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000126&natregadvancedsearch=Search))	Residential area at the confluence of the Stroudwater and Fore Rivers 43°39'24"N 70°18'52"W	
78	Tate House		January 12, 1970 (#70000072 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=70000072&natregadvancedsearch=Search))	1270 Westbrook St. 43°39'25"N 70°18'43"W	

[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
			natregadvancedsearch=Search))		
79	Thompson Block		February 28, 1973 (#73000127 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000127&natregadvancedsearch=Search">)	117, 119, 121, 123, and 125 Middle St. 43°39'32"N 70°15'11"W	
80	Tracy-Causser Block		March 17, 1994 (#89001941 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89001941&natregadvancedsearch=Search">)	505-509 Fore St. 43°39'18"N 70°15'26"W	
81	U.S. Courthouse		February 12, 1974 (#74000168 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=74000168&natregadvancedsearch=Search">)	156 Federal St. 43°39'31"N 70°15'42"W	
82	U.S. Customhouse		May 17, 1973 (#73000128 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=73000128&natregadvancedsearch=Search">)	312 Fore St. 43°39'26"N 70°15'05"W	
83	US Post Office-Portland Main		May 9, 1986 (#86001011 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=86001011&natregadvancedsearch=Search">)	125 Forest Ave. 43°39'30"N 70°16'00"W	
84	Wadsworth-Longfellow House		October 15, 1966 (#66000090 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=66000090&natregadvancedsearch=Search">)	487 Congress St. 43°39'23"N 70°15'40"W	
85	Westbrook College Historic District		September 15, 1977 (#77000066 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=77000066&natregadvancedsearch=Search">)	716 Stevens Ave. 43°41'00"N 70°17'45"W	
86	Western Promenade		October 16, 1989 (#89001710 (<a))<="" a="" href="http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=89001710&natregadvancedsearch=Search">)	Roughly Western Promenade from Maine	

^[3]	Name on the Register ^[4]	Image	Date listed ^[5]	Location	Summary
			referenceNumber=89001710&natregadvancedsearch=Search))	Medical Center to Valley St. 43°38′48″N 70°16′32″W	
87	Western Promenade Historic District		February 16, 1984 (#84001363 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=84001363&natregadvancedsearch=Search))	Roughly bounded by Western Promenade and Bramhall, Brackett, Emery, and Danforth Sts. 43°38′54″N 70°16′19″W	
88	Williston-West Church and Parish House		June 22, 1980 (#80000232 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=80000232&natregadvancedsearch=Search))	32 Thomas St. 43°38′52″N 70°16′16″W	
89	Woodman Building		February 23, 1972 (#72000075 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=72000075&natregadvancedsearch=Search))	133-141 Middle St. 43°39′31″N 70°15′15″W	

Former listing

^[3]	Site name	Image	Date listed/removed	Location	Summary
1	Portland Stove Foundry		Listed November 18, 1974, removed January 22, 2009 (#74000164 (http://nrhp.focus.nps.gov/natregadvancedsearch.do?searchType=natregadvanced&selectedCollections=NPS%20Digital%20Library&referenceNumber=74000164&natregadvancedsearch=Search))	57 Kennebec St. 43°39′44″N 70°15′40″W	

See also

- List of National Historic Landmarks in Maine
- National Register of Historic Places listings in Maine

References

1. ^ The latitude and longitude information provided in this table was derived originally from the National Register Information System, which has been found to be fairly accurate for about 99% of listings. For about 1% of NRIS original coordinates, experience has shown that one or both coordinates are typos or otherwise extremely far off; some corrections may have been made. A more subtle problem causes many locations to be off by up to 150 yards, depending on location in the country: most NRIS coordinates were derived from tracing out latitude and longitudes off of USGS topographical quadrant maps created under the North American Datum of 1927 (<http://www.ngs.noaa.gov/TOOLS/Nadcon/Nadcon.html>), which differs from the current, highly accurate WGS84 GPS system used by most on-line maps. Chicago is about right, but NRIS longitudes in Washington are higher by about 4.5 seconds, and are lower by about 2.0 seconds in Maine. Latitudes differ by about 1.0 second in Florida. Some locations in this table may have been corrected to current GPS standards.
2. ^ "National Register of Historic Places: Weekly List Actions" (<http://www.cr.nps.gov/nr/nrlist.htm>). National Park Service, United States Department of the Interior. Retrieved on February 7, 2014.
3. ^ ^a ^b Numbers represent an ordering by significant words. Various colorings, defined here, differentiate National Historic Landmarks and historic districts from other NRHP buildings, structures, sites or objects.
4. ^ "National Register Information System" (http://nrhp.focus.nps.gov/natreg/docs/All_Data.html). *National Register of Historic Places*. National Park Service. 2008-04-24.
5. ^ The eight-digit number below each date is the number assigned to each location in the National Register Information System database, which can be viewed by clicking the number.
6. ^ "Portland Comprehensive Plan, Part 1B" (<http://www.portlandmaine.gov/planning/volume1b.pdf>). City of Portland. Retrieved 2010-10-09.

Retrieved from "<http://en.wikipedia.org>

[/w/index.php?title=National_Register_of_Historic_Places_listings_in_Portland,_Maine&oldid=591811044](http://en.wikipedia.org/w/index.php?title=National_Register_of_Historic_Places_listings_in_Portland,_Maine&oldid=591811044)"

Categories: National Register of Historic Places in Maine | History of Portland, Maine

-
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LOCAL GOVERNMENT INVOLVMENT



**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

IVI TELECOM SERVICES, INC.

55 West Red Oak Lane
White Plains, New York 10604
(914) 694-9600 (tel)
(914) 694-1335(fax)
www.ivi-intl.com

February 14, 2014

Michael Brennan, Mayor
City of Portland
389 Congress Street
Portland, Maine 04101
207-874-8941

Re: Section 106 Public Outreach
"Lucas Tree"
636 Riverside Street
Portland, Maine
IVI Project No.: TS31011616

Dear Mayor Brennan:

IVI Telecom Services, Inc. (IVI) is writing on behalf of AT&T to solicit your input concerning the above referenced project. The Project will entail the construction of a 120ft. monopole telecommunications tower with additionally equipment installed at ground level.

As the Project is a federal undertaking regulated by the Federal Communications Commission (FCC), it is being reviewed under Section 106 of the National Historic Preservation Act for its impacts to historic architectural and archaeological resources. Federal regulations allow for public participation as part of the Section 106 process.

The State Historic Preservation Office ("SHPO"), Indian Tribes / Native Hawaiian Organizations ("NHO") that attach religious and cultural significance to Historic Properties that may be affected, local governments and, in some instances, other individuals and organizations with a demonstrated legal and economic interest or a demonstrated expertise or standing as a representative of local or public interest in historic or cultural resources preservation (the legal and economic interest / demonstrated expertise should be explained in any response) may choose to participate in the Section 106 process as consulting parties. Consulting parties are entitled to: (1) receive notices, copies of submission packets, correspondence and other documents provided to the SHPO/Indian Tribes/NHO in a Section 106 review; and (2) be provided an opportunity to have their views expressed and taken into account by the Applicant, the SHPO/ Indian Tribes/NHO and, where appropriate, by the FCC.

Responses relating to any potentially affected historic properties or responses indicating that the proposed project will have no effect on historic properties are encouraged and welcomed in order to facilitate our Section 106 review. Please note that only responses substantially related to historic properties potentially affected will

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be considered and only consulting parties indicating their desire to receive information and/or otherwise participate in the Section 106 review process will be afforded this opportunity.

Responses should be directed in writing to IVI Telecom Services, Inc., 55 West Red Oak Lane, White Plains, NY 10604 or CulturalResources@ivi-intl.com, referencing the project name and address and be received within 30 days of receipt of this letter. Thank you for your time and attention to this matter.

Sincerely,

IVI Telecom Services, Inc.

Andrew Maziarski
Cultural Resource Specialist

**ADDITIONAL CONSULTING PARTIES
PUBLIC INVOLVMENT**



**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

IVI TELECOM SERVICES, INC.

55 West Red Oak Lane
White Plains, New York 10604
(914) 694-9600 (tel)
(914) 694-1335(fax)
www.ivi-intl.com

February 14, 2014

Historic Preservation
Planning Division
389 Congress Street, 4th Floor
Portland, Maine 04101
207-874-8719

Re: Section 106 Public Outreach
"Lucas Tree"
636 Riverside Street
Portland, Maine
IVI Project No.: TS31011616

To whom it may concern:

IVI Telecom Services, Inc. (IVI) is writing on behalf of AT&T to solicit your input concerning the above referenced project. The Project will entail the construction of a 120ft. monopole telecommunications tower with additionally equipment installed at ground level.

As the Project is a federal undertaking regulated by the Federal Communications Commission (FCC), it is being reviewed under Section 106 of the National Historic Preservation Act for its impacts to historic architectural and archaeological resources. Federal regulations allow for public participation as part of the Section 106 process.

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Sincerely,

IVI Telecom Services, Inc.

Andrew Maziarski
Cultural Resource Specialist

PUBLIC NOTICE – Lucas Tree

AT&T is proposing to build a 120ft. monopole telecommunications tower in the vicinity of 636 Riverside Street, in Portland, Cumberland County, Maine. Comments regarding the potential effects from this site on historic properties may be submitted within 30-days from the date of this publication to: Andrew Maziarski - IVI Telecom Services, Inc., 55 West Red Oak Lane, White Plains, New York 10604, CulturalResources@ivi-intl.com, or 914-694-1930.



TRIBAL AND NHO INVOLVMENT

CulturalResources

From: towernotifyinfo@fcc.gov
Sent: Friday, February 07, 2014 3:01 AM
To: CulturalResources
Cc: Jonathan.Jonas@fcc.gov; diane.dupert@fcc.gov
Subject: NOTICE OF ORGANIZATION(S) WHICH WERE SENT PROPOSED TOWER
CONSTRUCTION NOTIFICATION INFORMATION - Email ID #3600314

Dear Sir or Madam:

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this electronic mail message is to inform you that the following authorized persons were sent the information you provided through TCNS, which relates to your proposed antenna structure. The information was forwarded by the FCC to authorized TCNS users by electronic mail and/or regular mail (letter).

Persons who have received the information that you provided include leaders or their designees of federally-recognized American Indian Tribes, including Alaska Native Villages (collectively "Tribes"), Native Hawaiian Organizations (NHOs), and State Historic Preservation Officers (SHPOs). For your convenience in identifying the referenced Tribes and in making further contacts, the City and State of the Seat of Government for each Tribe and NHO, as well as the designated contact person, is included in the listing below. We note that Tribes may have Section 106 cultural interests in ancestral homelands or other locations that are far removed from their current Seat of Government. Pursuant to the Commission's rules as set forth in the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (NPA), all Tribes and NHOs listed below must be afforded a reasonable opportunity to respond to this notification, consistent with the procedures set forth below, unless the proposed construction falls within an exclusion designated by the Tribe or NHO. (NPA, Section IV.F.4).

The information you provided was forwarded to the following Tribes and NHOs who have set their geographic preferences on TCNS. If the information you provided relates to a proposed antenna structure in the State of Alaska, the following list also includes Tribes located in the State of Alaska that have not specified their geographic preferences. For these Tribes and NHOs, if the Tribe or NHO does not respond within a reasonable time, you should make a reasonable effort at follow-up contact, unless the Tribe or NHO has agreed to different procedures (NPA, Section IV.F.5). In the event such a Tribe or NHO does not respond to a follow-up inquiry, or if a substantive or procedural disagreement arises between you and a Tribe or NHO, you must seek guidance from the Commission (NPA, Section IV.G). These procedures are further set forth in the FCC's Declaratory Ruling released on October 6, 2005 (FCC 05-176).

1. THPO/NAGPRA Technician Juliet K Goyen - Keweenaw Bay Indian Community - Baraga, MI - electronic mail
Details: The KBIC THPO reviews all projects within historic homelands for the presence of cultural resources with significance to the Anishinaabe. Your request will go through a preliminary review by our THPO/NAGPRA Technician, the review consists of relevant studies submitted by the applicant regarding cultural resources documentation, in house literature search, database search and GIS search for further information. If any cultural resources are identified during this process, the file will be turned over to the Tribal Historic Preservation Officer in order to make a determination of effects.

Information required in order to complete this process are as follows:

Project Name
Project Location
Physical Address
Latitude and Longitude

State, County, Township, Range, Section quarters Brief Project Description Existing studies for archaeological sites, and cultural resources.

As of May 1, 2013 the KBIC THPO will be charging a fee of \$300.00 per review/collocation unless the review covers more than one section of land in which case the fee is \$300.00 per section. Fees in this process cover the research and other activities required to provide you with a timely response so your project can stay on track. Please submit payment of \$300.00 for each project application submitted, checks should be made payable to KBIC THPO, 16429 Beartown Road, Baraga, Michigan 49908. Any questions can be directed to: Gary F. Loonsfoot, Jr., Director of Cultural Resources or Juliet K. Goyen, THPO/NAGPRA Technician via email: gloonsfoot@kbic-nsn.gov, jgoyen@kbic-nsn.gov or thpo@kbic-nsn.gov or by phone: 906-353-6623 ext. 4178 or 4278.

2. THPO and NAGPRA Representative Giiwegiizhigookway Martin - Lac Vieux Desert Band of Lake Superior Chippewa Indians - Watersmeet, MI - electronic mail
Details: Effective: January 1, 2013:

To enable us to participate fully, the Ketegitigaaning Ojibwe Nations fee for such services is \$100. \$50.00 for historical/cultural records research and \$50.00 for archaeological records review per section of land. The fee must be submitted so that the research can be done. At that time we will review and make our determinations with the appropriate information that we have on file with our Tribe pertaining to this area.

All Collocation Projects will be handled in the same manner as new projects UNLESS the Ketegitigaaning Ojibwe Nation commented on the original project.

Should you have any questions, please feel free to contact me at 906-358-0137.

Miigwetch,

giiwegiizhigookway Martin, THPO

Fee can be sent along with the requested information to:

Make Check Payable to:

Ketegitigaaning Ojibwe Nation THPO

P.O. 249

Watersmeet, Michigan 49969

Office: 906-358-0137

Fax: 906-358-4850 Email: gmartin@lvdtribal.com

The information you provided was also forwarded to the additional Tribes and NHOs listed below. These Tribes and NHOs have NOT set their geographic preferences on TCNS, and therefore they are currently receiving tower notifications for the entire United States. For these Tribes and NHOs, you are required to use reasonable and good faith efforts to determine if the Tribe or NHO may attach religious and cultural significance to historic properties that may be affected by its proposed undertaking. Such efforts may include, but are not limited to, seeking information from the relevant SHPO or THPO, Indian Tribes, state agencies, the U.S. Bureau of Indian Affairs, or, where applicable, any federal agency with land holdings within the state (NPA, Section IV.B). If after such reasonable and good faith efforts, you determine that a Tribe or NHO may attach religious and cultural significance to historic properties in the area and the Tribe or NHO does not respond to TCNS notification within a reasonable time, you should make a reasonable effort to follow up, and

must seek guidance from the Commission in the event of continued non-response or in the event of a procedural or substantive disagreement. If you determine that the Tribe or NHO is unlikely to attach religious and cultural significance to historic properties within the area, you do not need to take further action unless the Tribe or NHO indicates an interest in the proposed construction or other evidence of potential interest comes to your attention.

None

The information you provided was also forwarded to the following SHPOs in the State in which you propose to construct and neighboring States. The information was provided to these SHPOs as a courtesy for their information and planning. You need make no effort at this time to follow up with any SHPO that does not respond to this notification. Prior to construction, you must provide the SHPO of the State in which you propose to construct (or the Tribal Historic Preservation Officer, if the project will be located on certain Tribal lands), with a Submission Packet pursuant to Section VII.A of the NPA.

3. SHPO Earle G Shettleworth - Maine Historic Preservation Commission - Augusta, ME - electronic mail

4. Deputy SHPO Kirk F Mohny - Maine Historic Preservation Commission - Augusta, ME - electronic mail

5. Preservation Planner Emily Paulus - NH Division of Historical Resources - Concord, NH - electronic mail

If you are proposing to construct a facility in the State of Alaska, you should contact Commission staff for guidance regarding your obligations in the event that Tribes do not respond to this notification within a reasonable time.

Please be advised that the FCC cannot guarantee that the contact(s) listed above opened and reviewed an electronic or regular mail notification. The following information relating to the proposed tower was forwarded to the person(s) listed above:

Notification Received: 01/30/2014

Notification ID: 105392

Tower Owner Individual or Entity Name: AT&T

Consultant Name: Andrew Maziarski

Street Address: 55 West Red Oak Lane

City: White Plains

State: NEW YORK

Zip Code: 10604

Phone: 914-694-9600

Email: culturalresources@ivi-intl.com

Structure Type: MTOWER - Monopole

Latitude: 43 deg 41 min 52.8 sec N

Longitude: 70 deg 19 min 32.8 sec W

Location Description: 636 Riverside Street

City: Portland

State: MAINE

County: CUMBERLAND

Detailed Description of Project (Optional): Proposed new monopole tower

Ground Elevation: 20.0 meters

Support Structure: 36.6 meters above ground level

Overall Structure: 36.6 meters above ground level

Overall Height AMSL: 56.6 meters above mean sea level

If you have any questions or comments regarding this notice, please contact the FCC using the electronic mail form located on the FCC's website at:

<http://wireless.fcc.gov/outreach/notification/contact-fcc.html>.

You may also call the FCC Support Center at (877) 480-3201 (TTY 717-338-2824). Hours are from 8 a.m. to 7:00 p.m. Eastern Time, Monday through Friday (except Federal holidays). To provide quality service and ensure security, all telephone calls are recorded.

Thank you,
Federal Communications Commission

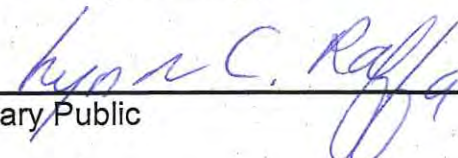
Portland Press Herald
EST. 1862
Maine Sunday Telegram
www.pressherald.com

PUBLIC NOTICE
Lucas Tree
AT&T is proposing to build a 120ft. monopole telecommunications tower in the vicinity of 636 Riverside Street, in Portland, Cumberland County, Maine. Comments regarding the potential effects from this site on historic properties may be submitted within 30 days from the date of this publication to: Andrew Mazlarski - IVI Telecom Services, Inc., 55 West Red Oak Lane, White Plains, New York 10604, sources@ivi-intl.com, or 914-694-1930. #5007387

I, Joan M. Jensen, Classified
Legal Clerk of the Portland Press
Herald and Maine Sunday Telegram
newspapers of Portland, Maine, do
hereby certify that the attached
advertisement appeared in the
February 21, 2014 edition of the
Portland Press Herald.


Classified Legal Clerk

Subscribed and sworn to before me
this 31st day of March, 2014


Notary Public

My commission expires

LYNN C. RAFFA
Notary Public, Maine
My Commission Expires November 12, 2016

NATIVE AMERICAN RELIGIOUS SITES

CulturalResources

From: towernotifyinfo@fcc.gov
Sent: Friday, February 07, 2014 3:01 AM
To: CulturalResources
Cc: Jonathan.Jonas@fcc.gov; diane.dupert@fcc.gov
Subject: NOTICE OF ORGANIZATION(S) WHICH WERE SENT PROPOSED TOWER
CONSTRUCTION NOTIFICATION INFORMATION - Email ID #3600314

Dear Sir or Madam:

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this electronic mail message is to inform you that the following authorized persons were sent the information you provided through TCNS, which relates to your proposed antenna structure. The information was forwarded by the FCC to authorized TCNS users by electronic mail and/or regular mail (letter).

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Miigwetch,

giiwegiizhigookway Martin, THPO

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Ketegitigaaning Ojibwe Nation THPO

P.O. 249

Watersmeet, Michigan 49969

Office: 906-358-0137

Fax: 906-358-4850 Email: gmartin@lvdtribal.com

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5. Preservation Planner Emily Paulus - NH Division of Historical Resources - Concord, NH - electronic mail

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Notification Received: 01/30/2014

Notification ID: 105392

Tower Owner Individual or Entity Name: AT&T

Consultant Name: Andrew Maziarski

Street Address: 55 West Red Oak Lane

City: White Plains

State: NEW YORK

Zip Code: 10604

Phone: 914-694-9600

Email: culturalresources@ivi-intl.com

Structure Type: MTOWER - Monopole

Latitude: 43 deg 41 min 52.8 sec N

Longitude: 70 deg 19 min 32.8 sec W

Location Description: 636 Riverside Street

City: Portland

State: MAINE

County: CUMBERLAND

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Support Structure: 36.6 meters above ground level

Overall Structure: 36.6 meters above ground level

Overall Height AMSL: 56.6 meters above mean sea level

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Thank you,
Federal Communications Commission



**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

IVI TELECOM SERVICES, INC.

55 West Red Oak Lane
White Plains, New York 10604
(914) 694-9600 (tel)
(914) 694-1335(fax)
www.ivi-intl.com

February 20, 2014

Giiwegiizhigookway Martin, THPO

Ketegitigaanin Ojibwe Nation
P.O. Box 249
Watersmeet, Michigan 49969

Re: Tribal Consultation Notification System ("TCNS") Outreach

Dear Mr. Martin,

In accordance with the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings*, this letter is to request comment on the below-referenced telecommunications site for its impact on properties of religious and cultural importance to your tribe. The proposed site information is as follows:

IVI Proj. No.	Project Name	Address	City	County	State	TCNS #
TS31011616	Lucas Tree	636 Riverside St.	Portland	Cumberland	ME	105392

We have enclosed the fee for \$100 along with associated documentation. Please let us know if you need anything further for your review.

We look forward to hearing your response to our request for comment and recommendations for our client. IVI requests that you email or send your concurrence with our determination to IVI Telecom Services, Inc., 55 West Red Oak Lane, White Plains, NY 10604 or CulturalResources@ivi-intl.com.

Should you have any questions or disagree with our determination, please do not hesitate to contact our office.

Sincerely,

IVI Telecom Services, Inc.

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LOS ANGELES • MIAMI • WASHINGTON, D.C.
BARCELONA • LONDON • PARIS • NICE • STOCKHOLM**

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LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS

Ketegitigaaning Ojibwe Nation Tribal Historic Preservation

P.O. Box 249, E23857 Poplar Circle Watersmeet, MI 49969

Phone: 906-358-0137 or 0138 Fax: 906-358-4850



Date: 3/4/14

Booshoo,

The Ketegitigaaning Ojibwe Nation THPO (Lac Vieux Desert Chippewa/LVD) received your requests for comments or interest concerning the National Historic Preservation Act, Section 106 request for review and comment to the effect on historic and cultural sites within the proposed above referenced project area.

Ketegitigaaning Ojibwe Nation does not release any cultural/historical data to any agency outside of the Nation. We will however research and check our databases, maps, and any other pertinent inventory records with regards to said project.

Under the authority of Section 106 of the National Historic Preservation Act of 1966, as amended, we have reviewed the above-cited undertaking at the location noted above. Based on the information provided for our review, it is the opinion of the Ketegitigaaning Ojibwe Nation Tribal Historic Preservation Officer (THPO) that the project will have **no adverse effect** [36 CFR § 800.5(b)] on historic properties within the area of potential effects for the above-cited undertaking.

This letter evidences the FCC's compliance with 36 CFR § 800.4 "Identification of historic properties" and 36 CFR § 800.5 "Assessment of adverse effects", and the fulfillment of the FCC's responsibility to notify the THPO, as a consulting party in the Section 106 process, under 36 CFR § 800.5(c) "Consulting party review".

Referencing above mentioned project we have determined that we have no objections to the project at this time we have now completed the necessary paper work and research for site documentation and will keep the project open until such time it ends. If the scope of work changes in any way, or if artifacts or human remains are discovered please notify LVD immediately.

Please forward any future request for review of historic and cultural properties according to the National Historic Preservation Act Section 106 to giiwegiizhigookway Martin, Tribal Historic Preservation Program Officer at the address below.

Miigwetch,

giiwegiizhigookway Martin, THPO
Ketegitigaaning Ojibwe Nation
Tribal Historic Preservation Office
P.O. 249 (USPS Mailing)
E23857 Poplar Circle (FedEx or UPS)
Watersmeet, Michigan 49969
Phone: 906-358-0137
Fax: 906-358-4850

Email: gmartin@lvdtribal.com

Name: IVI Telecom Services, Inc.

Amount Paid: \$100.00

TCNS#: 105392

CK #:11286

Invoice: 4138

Date Closed: 3/4/14

Initials: gm



**ENVIRONMENTAL & REGULATORY
DUE-DILIGENCE**

IVI TELECOM SERVICES, INC.

55 West Red Oak Lane
White Plains, New York 10604
(914) 694-9600 (tel)
(914) 694-1335(fax)
www.ivi-intl.com

February 20, 2014

Keweenaw Bay Indian Community

Juliet Goyen THPO
16429 Beartown Road,
Baraga, Michigan 49908

Re: Tribal Consultation Notification System ("TCNS") Outreach
TCNS 10513 - 106121

Dear Ms. Goyen,

In accordance with the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings*, this letter is to request comment on the below-referenced telecommunications sites for their impact on properties of religious and cultural importance to your tribe. The proposed site information is as follows:

IVI Proj. No.	Project Name	Address	City	County	State	TCNS #
TS31211745	Plant – VT6308	324 Route 302	Topsham	Orange	VT	105134
TS31011616	Lucas Tree	636 Riverside St.	Portland	Cumberland	ME	105392
TS31211749	Townshend Tarbell – VT6327	1889 VT Route 30	Townshend	Windham	VT	105964
TS31211747	Marlboro Snow Mountain – VT6314	VT Route 9	Marlboro	Windham	VT	106121

We have enclosed the combined fee of \$1200 along with associated documentation. Please let us know if you require anything further for your review.

We look forward to hearing your response to our request for comment and recommendations for our client. IVI requests that you email or send your concurrence with our determination to IVI Telecom Services, Inc., 55 West Red Oak Lane, White Plains, NY 10604 or CulturalResources@ivi-intl.com.

**NEW YORK • ATLANTA • AUSTIN • CHICAGO • LAS VEGAS
LOS ANGELES • MIAMI • WASHINGTON, D.C.
BARCELONA • LONDON • PARIS • NICE • STOCKHOLM**

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with 140 offices worldwide

Should you have any questions or disagree with our determination, please do not hesitate to contact our office.

Sincerely,

IVI Telecom Services, Inc.





*Keweenaw Bay Indian Community
Tribal Historic Preservation Office
and Language Program*

16429 Beartown Road

Baraga, Michigan 49908-9210

thpo@kbic-nsn.gov, gloonsfoot@kbic-nsn.gov, jgoyen@kbic-nsn.gov, minogheezhig@kbic-nsn.gov

Phone: 906-353-6623 ext. 4178/4278, Fax: 906-353-7540

March 5, 2014

RE: TCNS Notification ID # 105392.

Ahahnii Boozhoo (Hello!, Greetings!);

The KBIC Tribal Historic Preservation Office has identified no properties of interest regarding religious or cultural sites documented at this time in your proposed location. If the scope of work changes in any way, or if artifacts or human remains are discovered, please notify the KBIC THPO immediately.

Please forward any future consultation requests for review of project proposals pursuant to Section 106 of the National Historic Preservation Act to KBIC THPO, Keweenaw Bay Indian Community Tribal Historic Preservation Office or through email at gloonsfoot@kbic-nsn.gov or jgoyen@kbic-nsn.gov and keep us informed of future projects as we continue our efforts to identify and document historic, archaeological and traditional cultural sites in the area so we can assist in making an appropriate determination.

Chi-Miigwech (Big Thank You),

Gary F. Loonsfoot, Jr., Director of Cultural Resources

Juliet K. Goyen, THPO/NAGPRA Supervisor

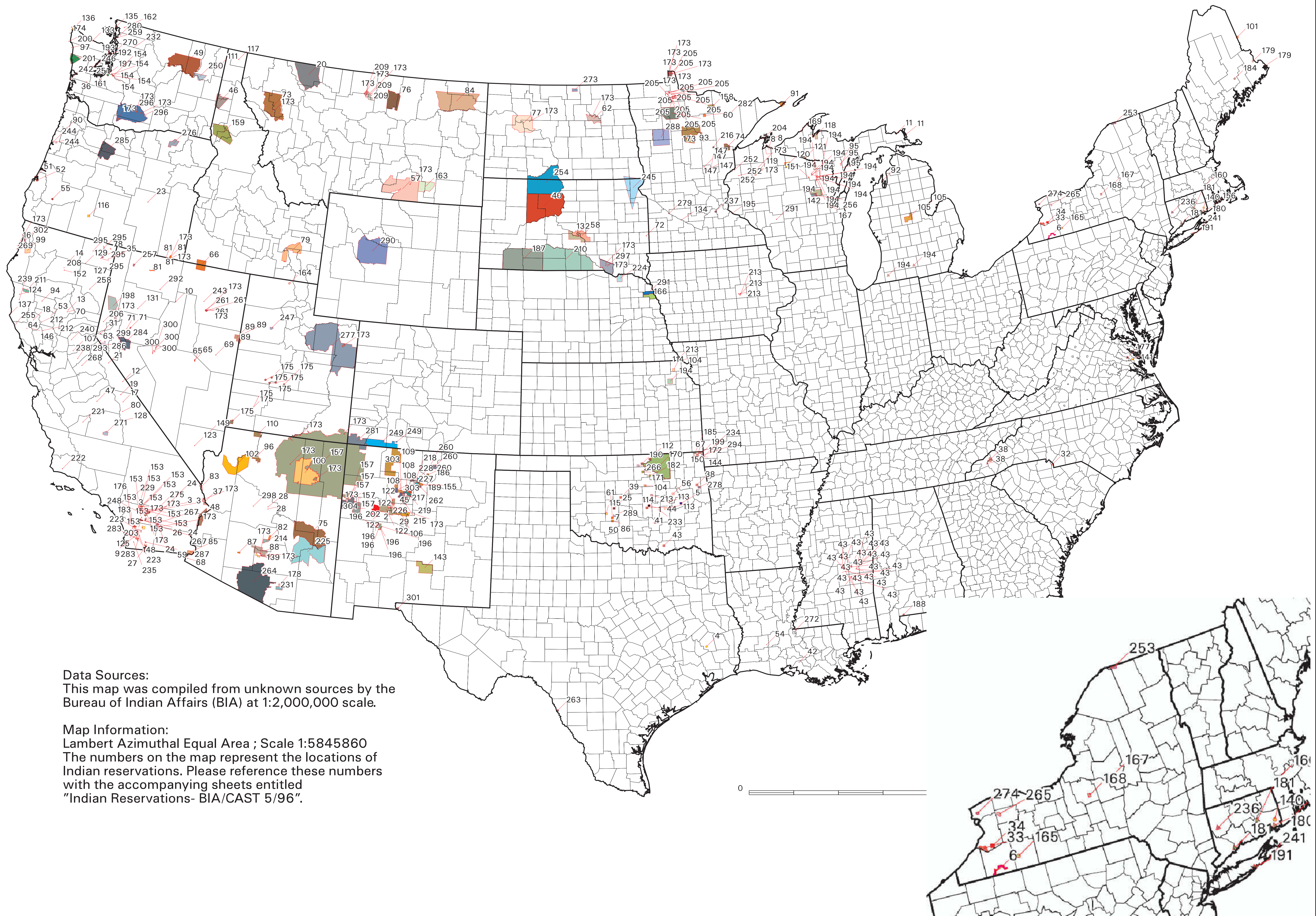
Minogheezhig Sandman-Shelifoe, THPO/NAGPRA Technician

Miigwech!

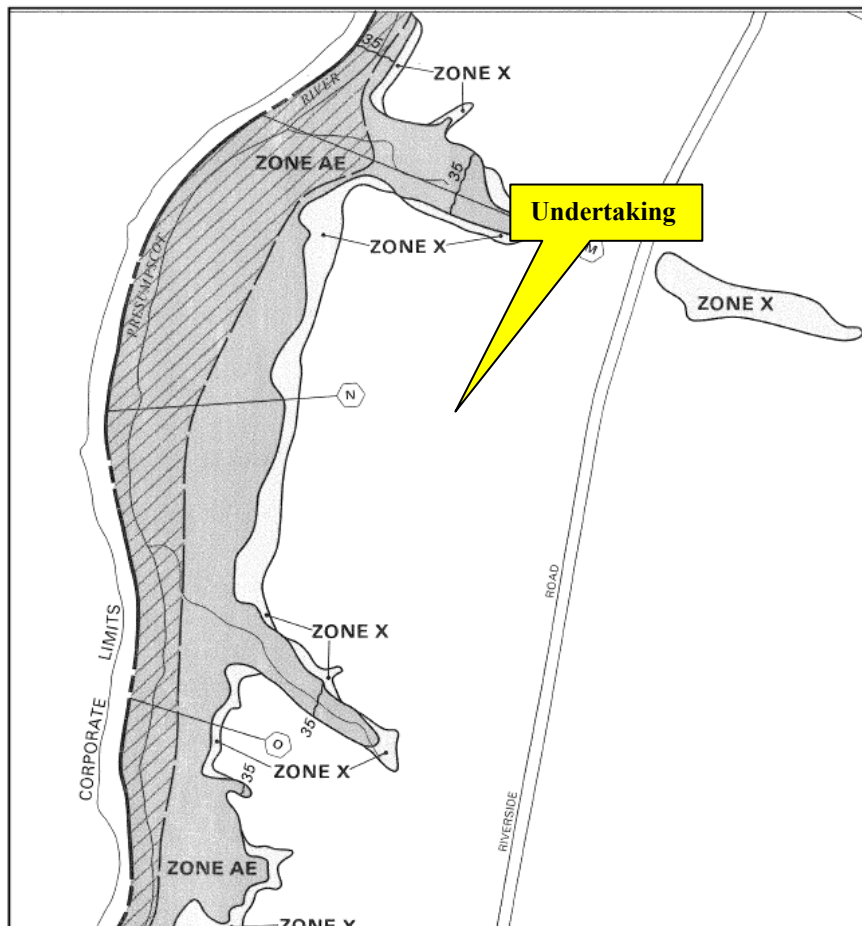
Gary F. Loonsfoot, Jr., Juliet K. Goyen, Minogheezhig Sandman-Shelifoe

"If you take care of the language, the spirit-keeper of the language will take care of you."

Indian Reservations in the Continental United States



FLOOD PLAINS




 APPROXIMATE SCALE
 400 0 400 FEET

NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
 CITY OF
 PORTLAND,
 MAINE
 CUMBERLAND COUNTY

 PANEL 6 OF 17
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
 230051 0006 C

MAP REVISED:
 DECEMBER 8, 1998


 Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

FEMA Flood Map

Source: FEMA
<http://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1&userType=G>

- * Panel Not Printed – No Special Flood Hazard Areas
- ** Panel Not Printed – All Open Water

Project: Lucas Tree
 Portland, Maine

Project Number: TS31011616

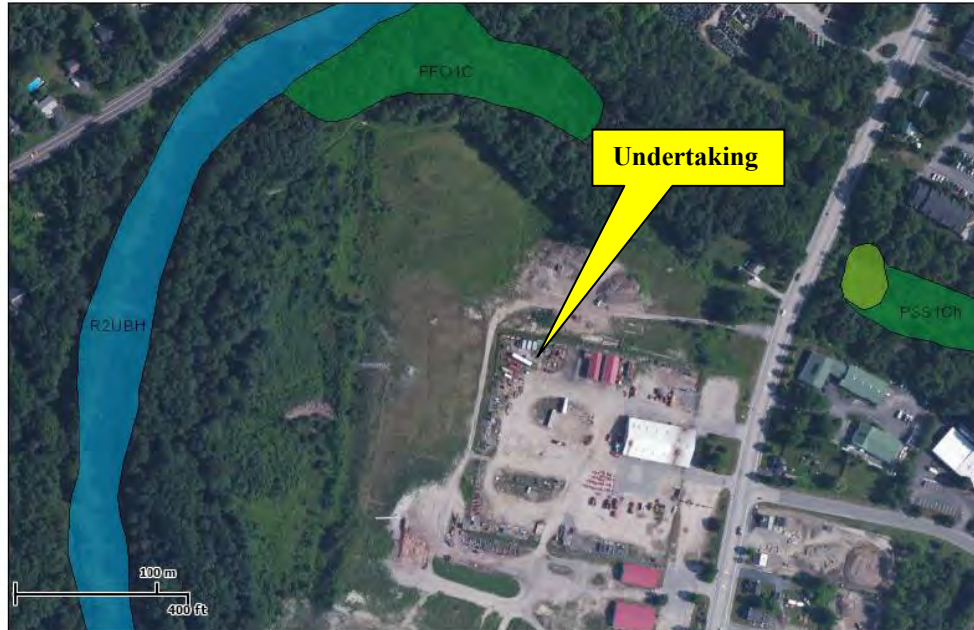
SURFACE FEATURES (WETLANDS)



U.S. Fish and Wildlife Service

National Wetlands Inventory

Apr 3, 2014



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

USFWS Wetland Map

Source: USFWS

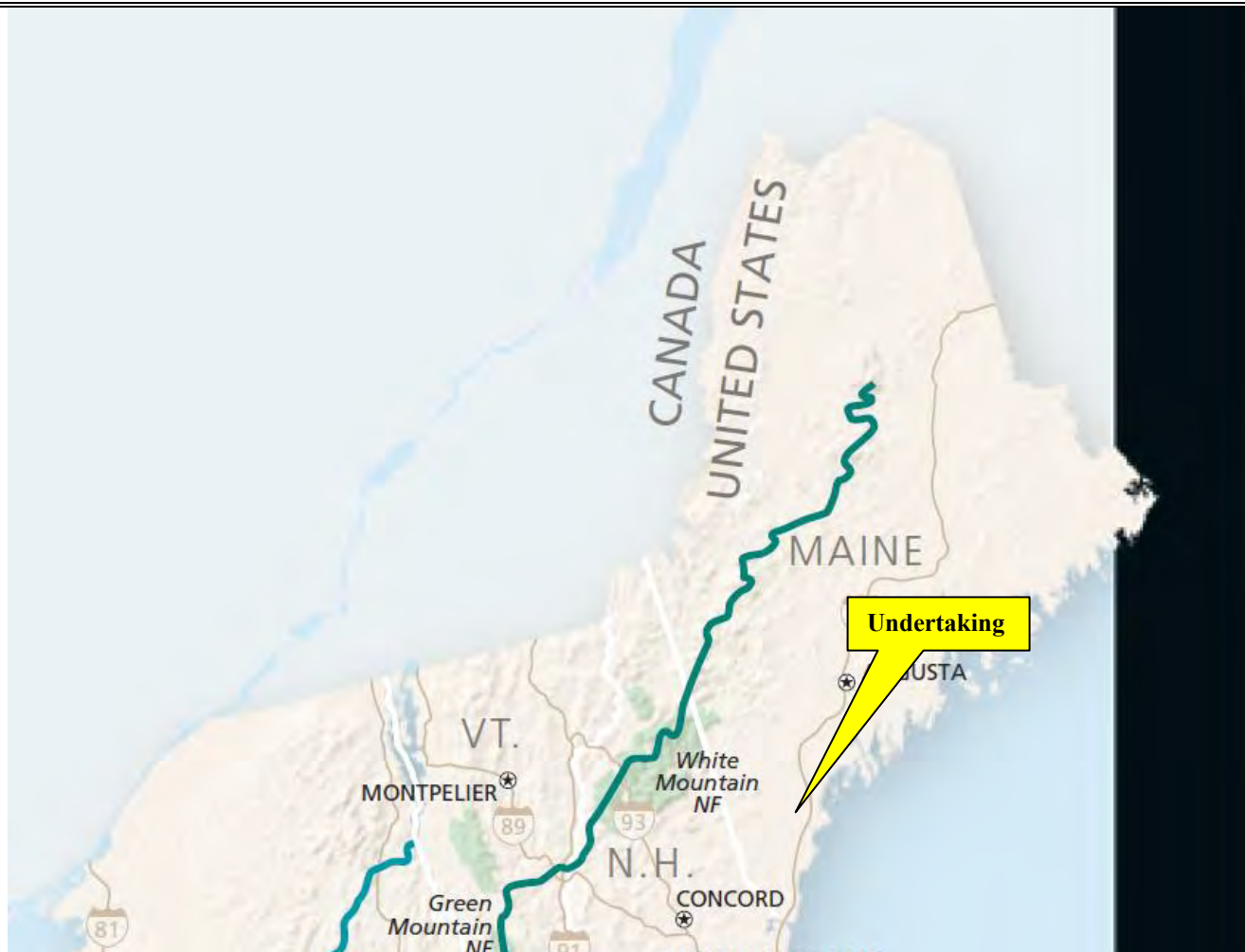
<http://www.fws.gov/wetlands/Data/Mapper.html>

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616

NATIONAL SCENIC TRAILS





National Scenic and Historic Trails Map

Source: National Park Service
<http://www.nps.gov/nts/maps/National%20Trails%20map.pdf>

Project: Lucas Tree
Portland, Maine

Project Number: TS31011616



Appalachian Trail Map

Source: National Park Service
<http://postholer.com/gmap/>

Project: Lucas Tree
 Portland, Maine

Project Number: TS31011616

APPENDIX C

PROJECT PERSONNEL PROFILES

Kevin R. Freitag, R.A., LEED AP

PROFESSIONAL EXPERIENCE

Mr. Freitag has over 30 years of experience in the design and construction and preservation fields, working for various architectural firms and developers. Prior to his current position, Mr. Freitag worked as a project architect and Senior Architect for several architectural design firms including; Michael Blanc & Associates, Designed Environments Incorporated and Zane Yost & Associates.

As Vice President of Technical Services of Inspection & Valuation International's Facility Assessment Division, Mr. Freitag is responsible for daily quality control for the preparation of Property Condition Assessment assignments for underwriting and securitization. Prior to his management role, Mr. Freitag has personally conducted over 1,000 due diligence surveys throughout the United States and abroad for both underwriting as well as acquisition purposes and prepared curative budget to remedy physical deficiencies. Projects have ranged in scope and complexity from landmark high-rise office buildings in New York City to 2,000 plus room resorts in the United States and Caribbean, and have ranged from new construction to 200 year old structures.

Credentials:

Registered Architect: State of Connecticut
Advisory Council on Historic Preservation – 106 Essential Seminar
Bachelors of Architectural Engineering Technology - Southern Polytechnical Institute –
Division of Georgia Institute of Technology

Certifications:

LEED AP – Existing Buildings
Trane HVAC – Trane Air Conditioning Clinic
The Environmental Institute - Phase I Environmental Site Assessments

Restoration and Historical Preservation and/or Significance:

The Mill – Greenwich, Connecticut: Conversion of a former late 18th century cotton mill in into Luxury Condominiums in 1980. It currently houses office and retail spaces, as well as two restaurants with outdoor dining overlooking the Byram River.

Clinton Avenue – Bridgeport, Connecticut: Renovation of a turn-of-the-century home along North Avenue.

Prospect House – Bridgeport, Connecticut: Refurbishment and renovation of a historic 4-story brick schoolhouse into residential housing.

Viewshed Analysis

Burdick Apartments – Stamford, Connecticut: Line-of-Sight and feasibility study including balloon and crane test analysis to determine the visual impact of this project on a historic district in Stamford.

Historic Significance:

Enterprise Grove – New Britain, Connecticut: Preservation of original Fafnir Bearing Plant to Class A office space.

Bridgeport, Connecticut – Master planning to preserve the Garden City. Involved streetscapes and restoring areas of the city to those originally planned and/or Built by P.T. Barnum.

Bedford Street – Stamford, Connecticut: Various retail storefronts which complimented the existing pre-World War II architecture

Key Projects:

195 Broadway; New York, New York (former AT&T building) – Property Condition Assessment was prepared for a potential purchaser. The Landmark office building was constructed in 1916 containing 29 stories in a neo-classical style.

Hotel Atlantic Hamburg; Hamburg, Germany – Property Condition Assessment was prepared for the sale and refurbishment. The structure was constructed in 1909 and is a very representative example of that time and was not destroyed during the war.

Associations

U.S. Green Building Council – Member

National Trust for Historic Preservation – Member

Andrew Maziarski

Technical Experience

National Historic Preservation Act – Section 106, National Environmental Policy Act, NY/NJ Landmark Laws, Secretary of the Interiors Standards for the Treatment of Historic Properties, Proposal Writing.

Professional Experience

- NYC Department of Parks and Recreation – Arts & Antiquities – Conservation Technician
- Cultural Resource Consulting Group – Field Technician
- Maya Research Program – Archaeological Field School

Credentials

- Columbia University in the City of New York – M.S., Historic Preservation
- Rutgers University, The State University of New Jersey – B.S., Evolutionary Anthropology
- 36 CFR Part 61 qualified – Historic Architecture

Relevant Coursework

- Cultural Resource Management
- Conservation Project Management
- Archaeological Site Management
- Preservation Planning
- Neighborhood Preservation & Zoning
- Real Estate Development & Historic Preservation
- American Architecture
- Historic Preservation Theory & Practice
- Architectural Photography

Key Projects

- **NEPA Screenings** – Regulatory reviews for multiple telecom projects located in New York and New Jersey.
- **Croton Waterworks Development & Interpretation Plan** – Comprehensive project to identify, document, develop, and interpret the Croton Waterworks, a historic piece of New York infrastructure. Tasks included; building and structure documentation and research, development and reuse mockups, and interpretive planning.
- **Phase IB Field Survey** – Archaeological investigation in Southern New Jersey to determine possible adverse effects of proposed pipeline project.

Associations

- **National Trust for Historic Preservation**
- **NYC Municipal Art Society**
- **Preservation Alumni**
- **New Jersey Wireless Association**

Michael C. Kennedy, Project Manager - Biologist

Technical Experience

Skilled in the research requirements necessary for the preparation of Phase I Environmental Site Assessments: historical land use, regulatory, physical, and geological sources and governmental research. Experience in nationwide project mobilization and research for Phase I Environmental Site Assessments. Phase I & II Environmental Site Assessments, Site Transaction Screenings, Historical Land Use Research, and the review of government maintained environmental databases and reports.

Experience Summary

Experience in Phase I and Phase II assessments of industrial, commercial, and residential properties. Also experienced in asbestos surveys, lead base paint testing, and soil and groundwater remediation methods.

Credentials

- B.A. Biology, Concordia College, Bronxville, New York.
- Environmental Consultant for Dorson Environmental Management, Inc., Elmsford, New York.
- Environmental Technician for Environmental Management Solutions, Inc., Hawthorne, New York.

Coursework

- OSHA 40 Hour HAZWOPER
- ASTM Environmental Site Assessments for Commercial Real Estate
- Asbestos Inspector
- Lead Based Paint Inspector
- Lead Based Paint Risk Assessor
- Site Remediation Basics
- Technical and Regulatory Training in Underground Storage Tanks
- Introduction to Wetland Identification

Key Phase I Projects

- Proposed New York Times Headquarters, Manhattan, NY-Phase I ESA on the proposed New York Times world headquarters.
- Eagle Electric B9uilding, Long Island City, NY-Phase I ESA on a former metal plating factory.
- Independence Plaza, Hamilton Township, NJ-Phase I ESA on a hazardous waste site.
- Torrington Commons, Torrington, CT-Phase I ESA on a former brass foundry.
- Tilghman Plaza, Allentown, PA-Phase I ESA on a 1,000,000+ SFG shopping center.
- New Haven Plaza, Brooklyn, NY-Phase I ESA on a multi-family residential apartment complex.
- Automobile Service Station, Brooklyn, NY-Phase I ESA on an automobile service station and a former gasoline service station.
- Walgreen's, Staten Island, NY-Phase I ESA on a pharmacy, adjacent to an inactive hazardous waste site.
- Hampshire Mall, Hampshire, MA-Phase I ESA on a 1,000,000+ SFG regional shopping mall.
- Mid-Rise Residential Building, New York, NY-Phase I ESA on a residential apartment building.
- Comfort Inn, Cleveland, OH-Phase I ESA on a hotel.
- Ball Glass Warehouse, Asheville, NC-Phase I ESA on a warehouse.
- Tower Office Building, Franklin Township, NJ-Phase I ESA on a mid-rise office building.
- Home Depot, Queensbury, NY-Phase I ESA on a Home Depot.
- Low-Rise Residential Building, Brooklyn, NY-Phase I ESA on a residential apartment building.
- Mixed-Use Building, Manhattan, NY-Phase I ESA on a retail/catering hall/medical office/parking garage building.

George Gilsdorf, Project Manager - Biologist

Technical Experience

Environmental Impact Statements (EIS) Environmental Assessments (EA), Categorical Exclusions (CE), Phase I Environmental Site Assessments (ESA), Asbestos and Lead-Based Paint Surveys, Hazardous Material Surveys, Soil sampling, Property File reviews.

Experience Summary

Mr. Gilsdorf has extensive experience with Federal and state funded NEPA Environmental Impact Statements, Environmental Assessments, and Categorical Exclusions. He has wide-ranging experiences with the Endangered Species Act, Clean Water Act, National Historic Preservation Act, State Historic Preservation Act, Clean Air Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Civil Rights Act – Title VI, and other state and federal environmental laws and regulations that apply in the development of environmental reports. In addition he has accomplished over 500 Phase I ESAs. He has conducted Phase I Environmental Site Assessments, Lead-Based Paint (LBP) Surveys, Asbestos Surveys, and Asbestos Abatement Project Monitoring for projects in residential, manufacturing, industrial and commercial facilities (including gas stations and dry cleaning establishments).

Credentials

Master of Environmental Planning –Arizona State University, Tempe, Arizona
B.S., Biology with Minor in Chemistry – University of Wisconsin – Stevens Point

Certifications/Training

- HAZWOPER – 40 hour course with 8-hour refreshers
- Asbestos Inspector with refreshers
- *NPDES Compliance*, American Society of Civil Engineers
- *Inspection Ground Rules: How to Evaluate a SWPPP and Inspect a Construction Site*, International Erosion Control Association

Key Projects

Federal/State Funded Projects

Bellemont to Winslow Sign Rehabilitation – Categorical Exclusion, Federally Funded, \$1.8 million; Agencies: Federal Highway Administration (FHWA), US Fish & Wildlife Service (USFWS), National Park Service (NPS), US Forest Service (USFS), Bureau of Land Management (BLM), Arizona Department of Transportation (ADOT), AZ Historic Preservation Team (HPT); Tribal: Hopi, Navajo Nation

Broadway Road: Center to Recker ITS Infrastructure – Categorical Exclusion, Federal Congestion Mitigation and Air Quality Improvement Program and City of Mesa funds, \$2.7 million; Agencies: FHWA, ADOT, HPT, USFWS

Bullard Avenue Traffic Interchange – Categorical Exclusion, Privately funded on Federal Highway Administration land, \$13.8 million; Agencies: FHWA, ADOT, USFWS; Tribal: Hopi

East Flagstaff TI Design - Environmental Assessment, Federally funded \$13.0 million; Agencies: FHWA, ADOT, City of Flagstaff, Coconino County, HPT; Tribal: Hopi

Forest Lakes Road Widening – Categorical Exclusion, State and Coconino County funded \$350,000; Agencies: FHWA, ADOT, USFS, USFWS, Coconino County, Village of Forest Lakes; Tribal: Hopi

Milepost 105 to Sells Road Resurfacing – Categorical Exclusion, State Funded \$510,000, On-Site Pygmy Owls (Endangered Species), Agencies: FHWA, ADOT, USFWS, Pima County; Tribal: Tohono O'odham

New River Trail – Categorical Exclusion, Federally funded \$450,000, Agencies: BLM, City of Peoria, ADOT, Historic Preservation; Tribal: Hopi

State Route 90 at Whetstone Road Widening – Categorical Exclusion, State funded, \$300,000; Agencies: ADOT, FHWA, USFWS; Tribal: Hopi

Scenic Visual Perception Study of the Lake Tahoe Basin – Aesthetics Study, \$150,000; Agency: Tahoe Regional Planning Authority

Office Buildings

Penobscot Building, Detroit, MI – Phase I ESA for 47-story, 102 year-old

Prudential Building, Chicago, IL – Phase I ESA for 41-story and 64-story (2,194,385 SF), 50 year-old

Meridian Bank Tower, Phoenix, AZ – Phase I ESA for 27-story (279,000 SF), 46 year-old

Bechtel Office Building, Denver, CO – Phase I ESA for 3-story (86,800 SF), 27 year-old

Multi-Family Complexes,

Tanque Verde Apartments, Tucson, AZ – Phase I ESA for 25 buildings (428 units), 27 year-old, including asbestos and lead-based paint surveys

Sunchase Apartments, Albuquerque, NM – Phase I ESAs for 14 buildings (240 units) 21 year-old

Harbor Point Apartment, Milwaukee, WI – Phase I ESAs for 42 buildings (596 units), 47 year-old including asbestos and lead-based paint surveys

Park Ridge Apartments, Rohnert Park, CA – Phase I ESAs for 24 buildings (348 units), 17 year-old

Hotel/Resorts

Aston Waikiki Beach Hotel, Honolulu, HI – Phase I ESA for 25-story (447,000 SF), 37 year-old

Inn at Lost Creek, Telluride, CO – Phase I ESA for 7-story (53,490 SF), 9 year-old

Wyndham, Colorado Springs, CO – Phase I ESA for 9-story (115,928 SF), 17 year-old

Indian Lakes Resort, Bloomingdale, IL – Phase I ESA for 9 building resort (310 unit), 27-42 year-old

Tierra del Sol, Aruba – Phase I ESA for 600 acre resort with 13 common buildings, wastewater treatment plant, 300+ residential properties, golf course, and undeveloped land

Industrial

Allied Tool & Die Company, Phoenix, AZ – Phase I ESA for 2-story (34,329 SF), 52 year old

120 Van Buren, Phoenix, AZ – Phase I ESA for 3-story (287,500 SF), 61 year-old

Titan Portfolio, El Paso, TX – Phase I ESA for 4 buildings, 24 year-old

Goglanian Bakeries, Fountain Inn, SC – Phase I ESA for single-story (112,000 SF), 39 year-old

Robert T. Wilkens, Vice President - Operations

Technical Experience

Seven years experience in the preparation and reviews of Phase I Environmental Site Assessments, NEPA Land Use Screenings, Biological Surveys and Section 106 Historical Surveys for a range of clients including commercial lenders, government agencies and the wireless communications industry. Additional experience with Visual Impact Assessment, Industrial Property Preliminary Assessment; Wetlands, Endangered Species and Coastal Reviews, Phase II Subsurface Investigations, Remedial Actions, Asbestos and Lead-Based Paint Surveys and Underground Storage Tank Closures

Credentials

- B.A. Environmental Studies, Rollins College, Winter Park, FL.
- Cook College, New Brunswick, NJ
 - Endangered and Threatened Species*
 - Introduction to Wetlands*
- Lorman Continuing Education- NY State Environmental Quality Review Act Seminar (SEQRA)

Certifications

- New York State Asbestos Inspector (Exp. 9/09)
- OSHA 40-Hour Health & Safety Training for Hazardous Waste Operations (HAZWOPER)
- OSHA 8-Hour Refresher
- Certified XRF User (Lead Based Paint Analysis)
- Certified Habitat Evaluation Practitioner (HEP)

Key Projects

- **Statewide Wireless Network, New York-** Environmental consistency review for wireless network build out (Phase I/NEPA/visual impact assessment/wetlands, endangered species review etc.)
- **FCC NEPA Screenings** – Numerous FCC NEPA screenings for cellular antennas and towers including Endangered Species Consultation, Historic Review, Wetland Evaluation, etc.
- **Glendale, Queens, New York-** Underground Storage Tank Removal and Assessment- tank upgrade at an active gasoline station
- **Verizon Headquarters, New York, New York-** Asbestos and Lead-Based Paint Survey for an interior telecommunications installation
- **First Stamford Place, Stamford, Connecticut-** Phase I Environmental Site Assessment of three (3) four (4)-story commercial office buildings
- **66 Milton Avenue- Rye, New York-** Subsurface Investigation, Contaminated Soil Removal and Groundwater Monitoring
- **110 Draper Lane- Dobbs Ferry, New York-** Spill Box Installation at a residential apartment complex.
- **317 East 42nd Street, New York, New York-** Phase I Environmental Site Assessment and NEPA Land Use Screening of a twenty (20)-story commercial building.
- **Texas Nextel, Parsippany, New Jersey-** Phase II Subsurface Investigation of an auto repair facility
- **Residential Property- Brookhaven, New York-** Spill Cleanup Assessment and Groundwater monitoring from a fuel oil tank spill.
- **Blue Mountain, Ontario, Canada-** Phase I Environmental Site Assessment of a ski resort
- **Whidden Creek, Fort Meade, Florida-** Phase I Environmental Site Assessment and NEPA Screening of a citrus grove and former phosphate strip mine
- **Linden Airport, Linden, New Jersey-** ISRA Preliminary Assessment of abandoned aircraft engine testing facility.
- **Colt Gateway, Hartford, CT-** HUD Environmental Assessment and Form 4128 analysis of property formerly used for firearms manufacturing.

- **Atlantic Avenue-Brooklyn, New York-** Groundwater Monitoring well installation at an abandoned lot
- **Con Edison Plant, Astoria, New York-** Contractor oversight of a 100,000-gallon aboveground storage tank removal
- **HUD Map Phase I ESA's** – Numerous environmental assessments for rehabilitation and new construction projects. Review included unique topics such as flood zone, environmental justice and noise.

Associations

- New York State Wireless Association
- New Jersey Wireless Association

Adrian G. Berezowsky, LEED AP – Vice President

Technical Experience

Environmental Assessments (EA), Categorical Exclusions (CE), City Environmental Quality Review (CEQR) Technical Analyses, Phase I & II Environmental Site Assessments (ESA), Asbestos and Lead-Based Paint Surveys, Soil sampling, Visual Impact Assessments, Photographic Simulations, Wildlife Habitat Assessments, Shadow Studies, Noise Studies & Wetland Consultation.

Professional Experience

- NYS Attorney Generals Office – Environmental Protection Bureau / Labor Bureau
- NYS DEC Region 2 – Legal Affairs

Credentials

- J.D. Cardozo School of Law, New York, NY
- B. Architecture The Cooper Union for the Advancement of Science and Art, New York, NY
- NPI Section 106 Seminar
- NY State Environmental Quality Review Act Seminar (SEQRA), Lorman Educational Services
- Introduction to Wetlands Identification, Cook College of Rutgers University
- NJDEP Freshwater Wetlands, Cook College of Rutgers University
- FCC Environmental Training Seminar

Certifications

- LEED AP – Existing Buildings
- AHERA Asbestos Inspector / Refresher

Relevant Coursework

Legal

- Environmental Law/Environmental Concerns in Corporate Transactions
- Urban Environmental Law
- Real Estate Transactions
- Taxation of Real Estate

Architecture / Urban Planning / Photography

- History of Architecture I / II
- Computer Applications and Descriptive Geometry
- Environmental Technology I / II
- Town Planning
- Photography
- Design

Key Projects

- **New York State Wireless Network (NYSWN)** – State Environmental Quality Review Act (SEQRA) compliance for build out of a state wireless emergency services network for first responders. Phase I & II ESA's, NEPA screenings, Section 106 consulting, wetland delineations, visual impact assessments, photo simulations, archeological survey review, wildlife habitat assessments, land use assessments, environmental justice screenings and other site specific consulting.

- **NYC CEQRA Technical Analysis** – CEQRA technical analysis as per city guidelines completed on numerous properties in New York City. Phase I ESA, Shadow Studies, Noise Studies, Visual Assessment and other technical areas.
- **FCC NEPA Screenings** – Numerous FCC NEPA screenings for cellular antennas and towers including Endangered Species Consultation, Historic Review, Wetland Evaluation, etc.
- **HUD Map Phase I ESA's** – Numerous environmental assessments for rehabilitation and new construction projects. Review included such areas as flood plains, environmental justice, endangered species, wetlands, coastal management areas, visual impact and noise.
- **Erie County NOC, Buffalo, NY**– Visual simulations of antennas on a cell tower for NYSWN National Operation Center (NOC).
- **Bemis Heights, Easton, NY**– Balloon test and visual resource addendum including photo simulations of new build cell tower with visibility from various vantage points within Saratoga National Battlefield. Photo simulations of various stealth technologies ranging from flag monopoles to water towers.
- **6767 Amboy Rd, Staten Island, NY**– Wetlands regulatory analysis review for collocation of cell tower.

Associations

- **Pennsylvania Wireless Association – Regulatory Committee Chair**
- **Carolinas Wireless Association – Member**
- **Maryland & DC Wireless Association – Member**
- **Minnesota Wireless Association – Member**
- **New Jersey Wireless Association – Member**
- **New York State Wireless Association – Member**
- **UESA – NY Chapter - Board Member**
- **U.S. Green Building Council – Member**

From: "Dan Cabral" <dcabral@hobbinslaw.com>
To: "'Jean Fraser'" <JF@portlandmaine.gov>
CC: "Hobbins, Barry" <bhobbins@hobbinslaw.com>
Date: 5/1/2014 11:27 AM
Subject: RE: 636 Riverside St, subdivision plan amendment hearing
Attachments: FAA lighting info Section 17 21.pdf

Hi Jean,

Thanks for the call.

Pursuant to our conversation, I've attached the Statute referencing the tower height and lighting.

And as I mentioned, part of the process will be for AT&T to register the Tower with the FCC.

I look forward to receiving the link to the Report tomorrow.

Thank you,

Dan

(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation. Applicant claiming such exemption under § 17.14(a) shall submit a statement with their application to the FCC explaining basis in detail for their finding.

(b) Any antenna structure of 6.10 meters (20 feet) or less in height except one that would increase the height of another antenna structure.

(c) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device, of a type approved by the Administrator of the Federal Aviation Administration, the location and height of which is fixed by its functional purpose.

[32 FR 11269, Aug. 3, 1967, as amended at 39 FR 7581, Feb. 27, 1974; 42 FR 54824, Oct. 11, 1977; 61 FR 4363, Feb. 6, 1996]

§ 17.17 Existing structures.

(a) The requirements found in § 17.23 relating to painting and lighting of antenna structures shall not apply to those structures authorized prior to July 1, 1996. Previously authorized structures may retain their present painting and lighting specifications, so long as the overall structure height or site coordinates do not change. The Antenna Structure Registration requirements found in § 17.5, however, shall apply to all antenna structures that have been assigned painting or lighting requirements by the Commission, regardless of prior authorization.

(b) No change in any of these criteria or relocation of airports shall at any time impose a new restriction upon any then existing or authorized antenna structure or structures.

[32 FR 11269, Aug. 3, 1967, as amended at 61 FR 4363, Feb. 6, 1996]

Subpart C—Specifications for Obstruction Marking and Lighting of Antenna Structures

§ 17.21 Painting and lighting, when required.

Antenna structures shall be painted and lighted when:

(a) They exceed 60.96 meters (200 feet) in height above the ground or they require special aeronautical study.

(b) The Commission may modify the above requirement for painting and/or lighting of antenna structures, when it is shown by the applicant that the absence of such marking would not impair the safety of air navigation, or that a lesser marking requirement would insure the safety thereof.

[32 FR 11269, Aug. 3, 1967, as amended at 42 FR 54824, Oct. 11, 1977]

§ 17.22 Particular specifications to be used.

Whenever painting or lighting is required, the Commission will generally assign specifications in accordance with the FAA Advisory Circulars referenced in § 17.23. If an antenna installation is of such a nature that its painting and lighting in accordance with these specifications are confusing, or endanger rather than assist airmen, or are otherwise inadequate, the Commission will specify the type of painting and lighting or other marking to be used in the individual situation.

[32 FR 11269, Aug. 3, 1967, as amended at 61 FR 4363, Feb. 6, 1996]

§ 17.23 Specifications for painting and lighting antenna structures.

Unless otherwise specified by the Commission, each new or altered antenna structure to be registered on or after January 1, 1996, must conform to the FAA's painting and lighting recommendations set forth on the structure's FAA determination of "no hazard," as referenced in the following FAA Advisory Circulars: AC 70/7460-1J, "Obstruction Marking and Lighting," effective January 1, 1996, and AC 150/5345-43R, "Specification for Obstruction Lighting Equipment," dated October 19, 1995. These documents are incorporated by reference in accordance with 5 U.S.C. 552(a). The documents

From: Suzan Elichaa <suzan@solaristhermal.com>
To: <jf@portlandmaine.gov>
Date: 4/30/2014 7:12 PM
Subject: 636 Riverside St, subdivision plan amendment hearing

Dear Ms Fraser,

I am the owner of lot 2 within the subdivision and I have a few concerns but I bet the city will already be addressing them. Please make sure these items are on the checklist.

1. Should the tower fall I would expect it would not be upon my property.
2. I assume the generator is a backup power source and noise would not be a regular issue.
3. I assume that the towers transmissions would not interfere with our cellular, radio, TV, electronics, etc, and would pose no health risks.

Thank you,
Suzan Elichaa

Solaris , 600 Riverside St, Portland, ME 04103

207 797-0979
Suzan@SolarisThermal.com

www.Facebook.com/SolarisLLC

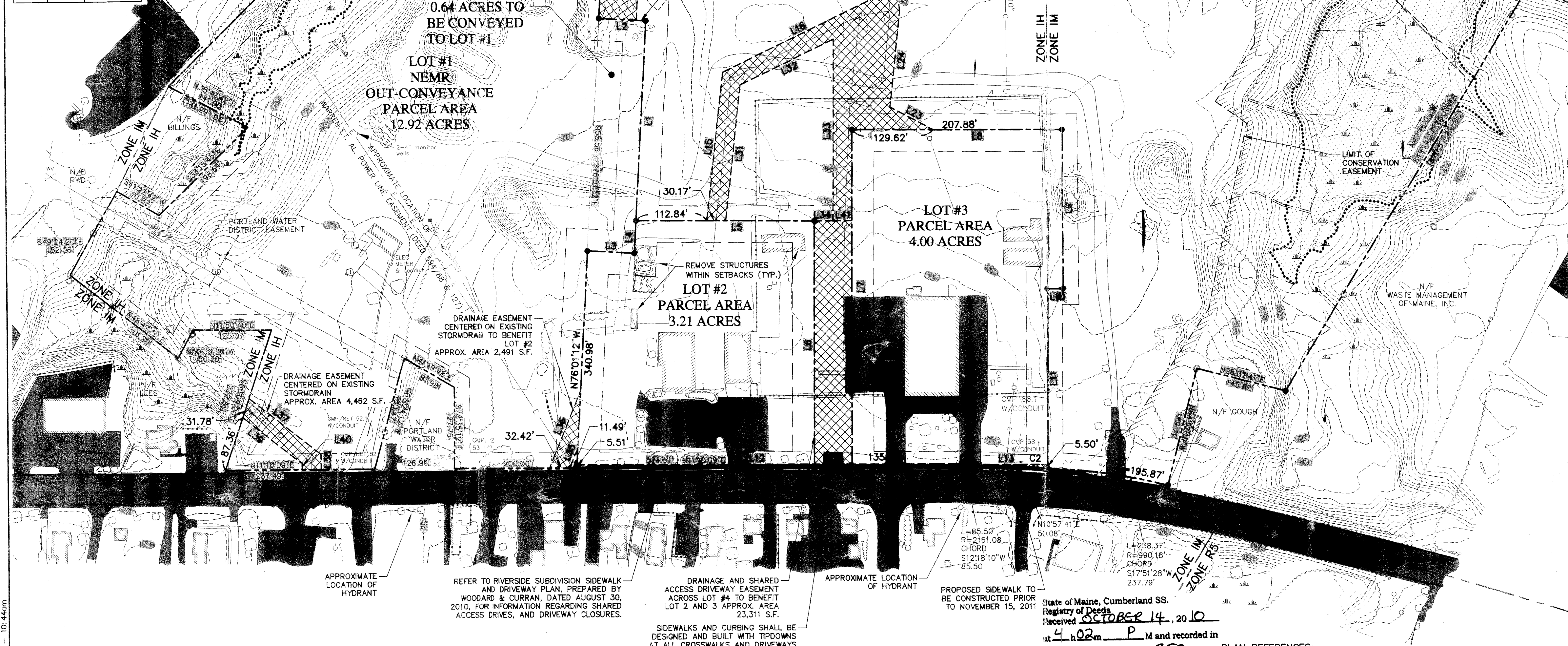
Moving Maine forward with cost effective ways to

save money on your energy bills and reduce your environmental impact.

Solar Thermal Heat & Hot Water * Photovoltaic Solar Electric * Heat Pumps * High Efficiency Boilers & Furnaces

Tankless and Hybrid hot water tanks * Energy Efficiency Products * Energy Audits * Weatherization * Car Charge stations

DRAINAGE EASEMENTS			SIDEWALK EASEMENT			SIDEWALK EASEMENT		
PARCEL	LINE	TABLE	PARCEL	LINE	TABLE	CURVE#	LENGTH	RADIUS
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	DELTA	CHORD DIRECTION	CHORD LENGTH
L14	122.53'	N76°01'12"W	L12	574.24'	N11°10'09"E	C1	85.60'	2166.58'
L15	238.38'	N72°49'13"W	L13	49.96'	N10°57'41"E	C2	42.50'	995.68'
L16	277.08'	N14°27'20"W						
L17	221.27'	N84°36'56"W						
L18	279.42'	S82°46'31"W						
L19	37.25'	S32°19'04"W						
L20	84.01'	S79°49'08"W						
L21	79.02'	N15°57'46"W						
L22	40.13'	N84°52'09"W						
L23	77.74'	S38°34'30"W						
L24	151.27'	N73°04'20"W						
L25	251.97'	N84°36'56"W						
L26	296.87'	S82°46'31"W						
L27	38.18'	S32°19'04"W						
L28	43.69'	S79°49'08"W						
L29	72.48'	N15°57'46"W						
L30	59.51'	N84°52'09"W						
L31	218.47'	N72°49'13"W						
L32	164.78'	N14°27'20"W						
L33	288.53'	S78°49'51"E						
L34	30.00'	S11°10'09"W						
L35	34.44'	N56°33'16"W						
L36	131.61'	N56°33'16"W						
L37	144.73'	N49°05'56"E						
L38	23.90'	S78°56'02"E						
L39	119.63'	N49°05'56"E						
L40	9.23'	S78°56'02"E						
L41	30.00'	N11°10'09"E						



NOTE: ALL TOPOGRAPHY, EXISTING IMPROVEMENTS, AND PERIMETER PROPERTY LINES TAKEN FROM PLAN REFERENCES 1 AND 2. NO FIELD SURVEYING OR DEED RESEARCH COMPLETED BY OWEN HASKELL, INC. INTERIOR LOT COMPUTATIONS ONLY BY OWEN HASKELL, INC.

PRE-2005 IMPERVIOUS AREAS	
LOT	IMPERVIOUS AREAS (ACRES)
1	0.63
2	2.81
3	3.51
4	2.61

100' 0 100' 200'

BAR SCALE
1" = 100'

CHECK GRAPHIC SCALE BEFORE USING

APPROVED BY CITY OF PORTLAND PLANNING BOARD:

DATE: 9-21-10

LEGEND	
---	EXISTING CONTOUR (INDEX)
---	EXISTING CONTOUR (INTERVAL)
-----	100' YEAR FLOOD BOUNDARY
---	ZONE LINE
---	250' SHORELAND ZONE LINE
---	CONSERVATION EASEMENT
---	EXISTING PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	SETBACK LINE
---	FORMER LOT LINE
---	CAPPED IRON ROD TO BE SET
---	GRAVEL
---	EXISTING TREELINE
---	WETLAND
---	EXISTING PAVEMENT
---	PROPOSED PAVEMENT
---	EXISTING BUILDING
---	PROPOSED EASEMENT
---	PROPOSED ACCESS DRIVE

State of Maine, Cumberland SS.
Registry of Deeds
Received OCTOBER 14, 2010
at 4:02 PM and recorded in
Plan Book 310 Page 352
Attest: [Signature] Register

PLAN REFERENCES:

- BOUNDARY SURVEY PROVIDED BY CITY OF PORTLAND, MAINE, PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION, DATED DECEMBER 16, 2005 AND REVISED APRIL 11, 2006, NUMBERED 1 OF 2, TITLED "STANDARD BOUNDARY SURVEY OF LUCAS TREE COMPANY SITE, RIVERSIDE STREET, PORTLAND, MAINE".
- TOPOGRAPHIC PLAN PROVIDED BY CITY OF PORTLAND, MAINE, PUBLIC WORKS DEPARTMENT, ENGINEERING SECTION, DATED DECEMBER 16, 2005 AND REVISED MAY 7, 2010, NUMBERED 2 OF 2, TITLED "TOPOGRAPHIC PLAN OF LUCAS TREE COMPANY SITE, RIVERSIDE STREET, PORTLAND, MAINE".
- CONSERVATION EASEMENT PROVIDED BY THE CUMBERLAND COUNTY REGISTRY OF DEEDS, RECEIVED MARCH 31, 2010 AT 9:51 AM AND RECORDED IN PLAN BOOK 210, PAGE 129, PLAN TITLED "CONSERVATION EASEMENT PLAN FOR THE TRUST FOR PUBLIC LAND, 116 NEW MONTGOMERY STREET, SAN FRANCISCO, CA 94108, EASEMENT LOCATED RIVERSIDE, STREET PORTLAND MAINE", DATED MARCH 3, 2010.
- DRAINAGE INFRASTRUCTURE LOCATED VIA GPS BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC SERVICES DURING A SITE VISIT ON SEPTEMBER 7, 2010; SUPPLEMENTED WITH CATCH BASIN LOCATIONS SHOWN ON THE FIELD SURVEY PLAN FROM OWEN HASKELL DATED AUGUST 31, 2010.

WAIVERS:

- THE APPLICANT REQUESTS A WAIVER OF SECTION 14-496 (A) 15 RELATIVE TO MEETING THE CITY OF PORTLAND LANDSCAPING AND LANDSCAPE PRESERVATION STANDARDS OF THE CITY OF PORTLAND TECHNICAL MANUAL.

OWNER OF RECORD:
CITY OF PORTLAND,
389 CONGRESS STREET,
PORTLAND, MAINE 04101
C.C.R.D. BOOK 27825 PAGE 68

RIVERSIDE SUBDIVISION PLANNING BOARD CONDITIONS OF APPROVAL
DATED SEPTEMBER 21, 2010

- THE APPLICANT SHALL SUBMIT A LETTER FROM PORTLAND TRAILS CONFIRMING PERMISSION TO ESTABLISH DRAINAGE EASEMENT(S) WITHIN THE CONSERVATION EASEMENT OF LOT 4 FOR CORPORATION COUNSEL REVIEW AND APPROVAL.
- THE APPLICANT SHALL SUBMIT FINAL AND EXECUTED COPIES OF VARIOUS PROPERTY AGREEMENTS AND EASEMENTS ASSOCIATED WITH THE SUBDIVISION FOR CORPORATION COUNSEL REVIEW AND APPROVAL PRIOR TO THE RELEASE OF THE SUBDIVISION PLAT.
- THE SUBDIVISION RECORDING PLAT SHALL INCLUDE A NOTATION THAT A TRAFFIC MOVEMENT PERMIT WILL BE NECESSARY IF AND WHEN THE TRIP LEVELS FOR THE SUBDIVISION REACHES PERMIT THRESHOLDS.
- UNLESS OTHERWISE APPROVED BY THE PLANNING BOARD UNDER SITE PLAN REVIEW, UNDERGROUND UTILITIES SHALL BE REQUIRED.

ZONE IM DIMENSIONAL REQUIREMENTS

A. MINIMUM LOT SIZE:

- CORRECTIONAL PRERELEASE FACILITIES: TEN THOUSAND (10,000) SQUARE FEET
- OTHER USES NONE.

B. MAXIMUM IMPERVIOUS SURFACE RATIO: I-M ZONE: SEVENTY-FIVE (75) PERCENT.

C. MAXIMUM BUILDING HEIGHT: I-M ZONE: SEVENTY-FIVE (75) FEET.

D. MINIMUM SIDE YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-M ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM EACH SIDE PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT, UP TO TWENTY-FIVE (25) FEET, EXCEPT THAT THE MINIMUM SIDE YARD SHALL BE THIRTY-FIVE (35) FEET WHEN THE REAR PROPERTY LINE ABUTS A RESIDENTIAL ZONE.

E. MINIMUM REAR YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-M ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM THE REAR PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT, UP TO TWENTY-FIVE (25) FEET, EXCEPT THAT THE MINIMUM REAR YARD SHALL BE THIRTY-FIVE (35) FEET WHEN THE REAR PROPERTY LINE ABUTS A RESIDENTIAL ZONE.

F. MINIMUM FRONT YARD: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-M ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM THE FRONT PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT.

G. MINIMUM STREET FRONTAGE: SIXTY (60) FEET.

H. PAVEMENT SETBACK FROM LOT BOUNDARIES: TEN (10) FEET.

ZONE IH DIMENSIONAL REQUIREMENTS

A. MINIMUM LOT SIZE:

- CORRECTIONAL PRERELEASE FACILITIES: TEN THOUSAND (10,000) SQUARE FEET
- OTHER USES NONE.

B. MAXIMUM IMPERVIOUS SURFACE RATIO: I-H ZONE: EIGHTY-FIVE (85) PERCENT.

C. MAXIMUM BUILDING HEIGHT: SEVENTY-FIVE (75) FEET.

D. MINIMUM SIDE YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-H ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM EACH SIDE PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT, UP TO TWENTY-FIVE (25) FEET, EXCEPT THAT THE MINIMUM SIDE YARD SHALL BE THIRTY-FIVE (35) FEET WHEN THE REAR PROPERTY LINE ABUTS A RESIDENTIAL ZONE.

E. MINIMUM REAR YARDS: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-H ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM THE REAR PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT, UP TO TWENTY-FIVE (25) FEET, EXCEPT THAT THE MINIMUM REAR YARD SHALL BE THIRTY-FIVE (35) FEET WHEN THE REAR PROPERTY LINE ABUTS A RESIDENTIAL ZONE.

F. MINIMUM FRONT YARD: PRINCIPAL AND ACCESSORY STRUCTURES IN THE I-H ZONE: EACH STRUCTURE SHALL BE SET BACK ONE (1) FOOT FROM THE FRONT PROPERTY LINE FOR EACH ONE (1) FOOT OF BUILDING HEIGHT.

G. MINIMUM STREET FRONTAGE: SIXTY (60) FEET.

H. PAVEMENT SETBACK FROM LOT BOUNDARIES: TEN (10) FEET.

ZONE RPZ DIMENSIONAL REQUIREMENTS

NO BUILDING OR STRUCTURE SHALL BE ERRECTED, ALTERED, ENLARGED, REBUILT, OR USED IN R-P RESOURCE PROTECTION ZONE WHICH DOES NOT COMPLY WITH THE FOLLOWING REQUIREMENTS:

A. MINIMUM REAR YARDS: PRINCIPAL BUILDING OR STRUCTURE, OTHER THAN A BOATHOUSE OR STOREHOUSE FOR FISHERMAN'S GEAR: SEVENTY-FIVE (75) FEET.

B. MINIMUM SIDE YARDS:

- PRINCIPAL BUILDING OR STRUCTURE: FIFTEEN (15) FEET.
- ACCESSORY BUILDING OR STRUCTURE: FIVE (5) FEET.

C. MINIMUM SIDE YARD ON SIDE STREETS:

- PRINCIPAL BUILDING OR STRUCTURE: TWENTY (20) FEET.
- ACCESSORY BUILDING OR STRUCTURE: TWENTY (20) FEET.

D. MINIMUM FRONT YARDS:

- PRINCIPAL BUILDING OR STRUCTURE: TWENTY-FIVE (25) FEET.
- ACCESSORY BUILDING OR STRUCTURE: TWENTY-FIVE (25) FEET.

E. MAXIMUM HEIGHT:

- PRINCIPAL BUILDING OR STRUCTURE: TWO (2) STORIES OR TWENTY-FIVE (25) FEET.
- ACCESSORY BUILDING OR STRUCTURE: ONE (1) STORY OR FIFTEEN (15) FEET.

F. MAXIMUM BUILDING AREA: PRINCIPAL BUILDING OR GROUP OF BUILDINGS: TEN (10) PERCENT OF LOT AREA.

G. MINIMUM LOT AREA: TWENTY THOUSAND (20,000) SQUARE FEET.

H. MINIMUM WIDTH OF LOT: ONE HUNDRED (100) FEET.

I. MINIMUM LOT FRONTAGE ON STREET OR SHORELINE: ONE HUNDRED (100) FEET.

J. MINIMUM SHORELINE SETBACK: ALL PRINCIPAL STRUCTURES OTHER THAN PERMITTED PIERS, DOCKS, WHARVES, BREAKWATERS, CAUSEWAYS, BRIDGES, BOATHOUSES AND STOREHOUSES FOR FISHERMAN'S GEAR: SEVENTY-FIVE (75) FEET.

CONFORMANCE OF LOTS:

UPON APPROVAL OF THE PROPOSED SUBDIVISION, THE FOLLOWING SITE MODIFICATIONS SHALL BE PERFORMED TO BRING THE PROPOSED SUBDIVISION LOTS INTO CONFORMANCE WITH ZONING REGULATIONS. ITEMS OF WORK SHALL BE PERFORMED AS SOON AS POSSIBLE, BUT NO LATER THAN JUNE 2011.

- ALL PAVEMENT WITHIN 10 FEET OF THE LOT BOUNDARIES WILL BE REMOVED.
- ALL BUILDING OR STORAGE STRUCTURES WITHIN THE SETBACKS WILL BE REMOVED.
- REMOVAL OF IMPERVIOUS SURFACES AS NECESSARY TO MEET THE MAXIMUM IMPERVIOUS SURFACE RATIO.
- LANDSCAPING SHALL BE CONSERVED OR PLANTED TO ADDRESS SEC. 14-267(a) "REQUIRED LANDSCAPING FOR PARKING AREAS" FOR DEVELOPED LOTS.

STREET TREES:

- A MINIMUM OF TWO TREES PER LOT SHALL BE CONSERVED OR PLANTED MEETING THE CITY OF PORTLAND LANDSCAPING AND LANDSCAPE PRESERVATION STANDARDS OF THE CITY OF PORTLAND TECHNICAL MANUAL.

41 HUTCHINS DRIVE
PORTLAND, MAINE 04102
800.426.4262 | www.woodardcurran.com

WOODARD & CURRAN

COMMITMENT & INTEGRITY DRIVE RESULTS

LDD PROJECT NAME:
DRAWING NAME:
ACAD-222804.02-C001.DWG
FIELD BOOK USED:

DESIGNED BY:
DRAWN BY:
CHECKED BY:
SCALE:
DATE:

10/07/2010

RIVERSIDE SUBDIVISION
SUBDIVISION
RECORDING PLAT

OWNER OF RECORD:
CITY OF PORTLAND, MAINE
PUBLIC SERVICES DEPARTMENT
ENGINEERING SECTION
389 CONGRESS STREET
PORTLAND, MAINE 04101

100' 0 100' 200'

BAR SCALE
1" = 100'

CHECK GRAPHIC SCALE BEFORE USING

SHEET #
1

PLAN NUMBER

ABUTTERS

MAP 323 LOT A-008/
MAP 322 LOT A-008 (SUBJ.)
N/F ADDISON CAPITAL, LLC
2 SHADY LANE
FALMOUTH, ME 04105
BOOK 28176 PAGE 018

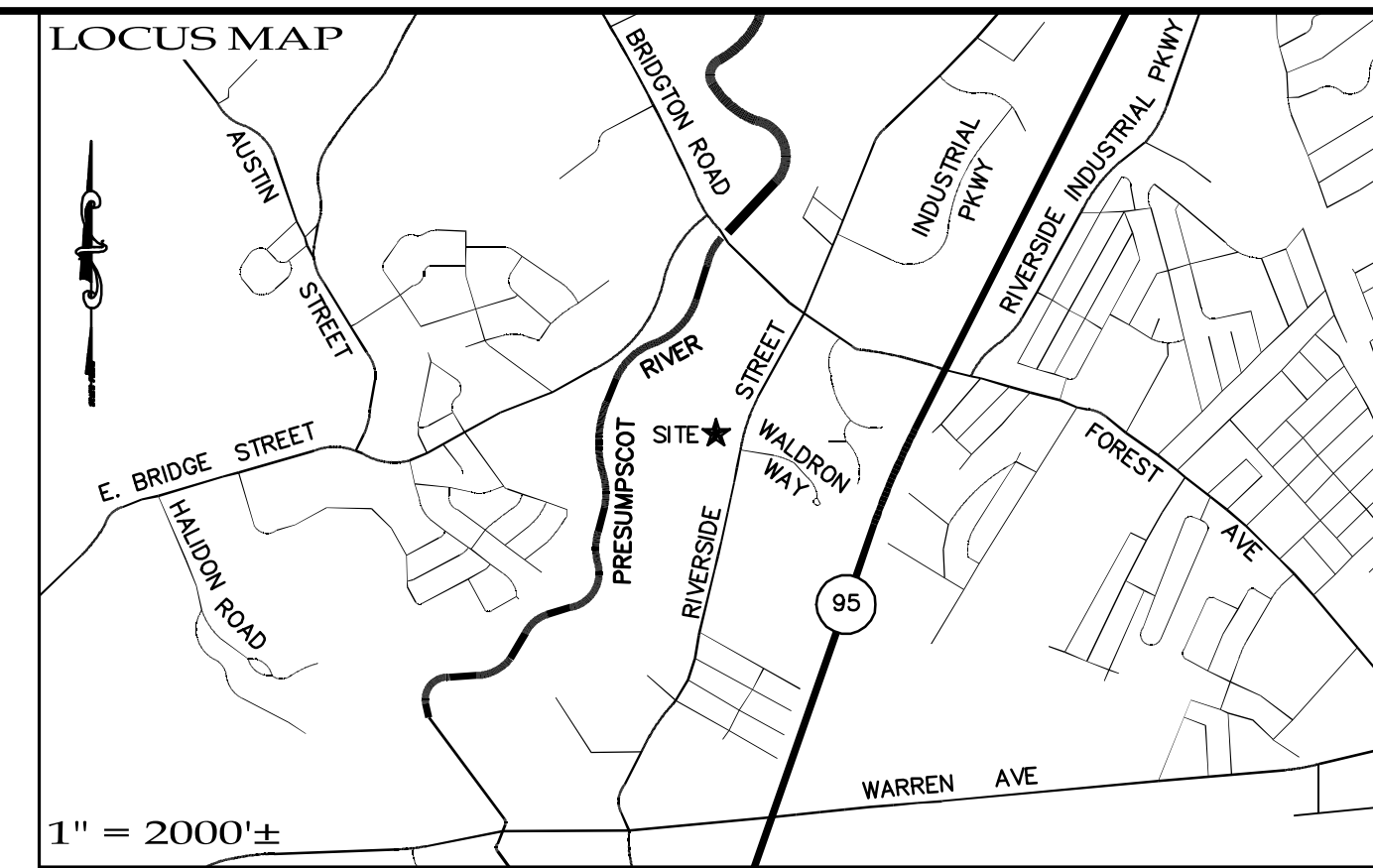
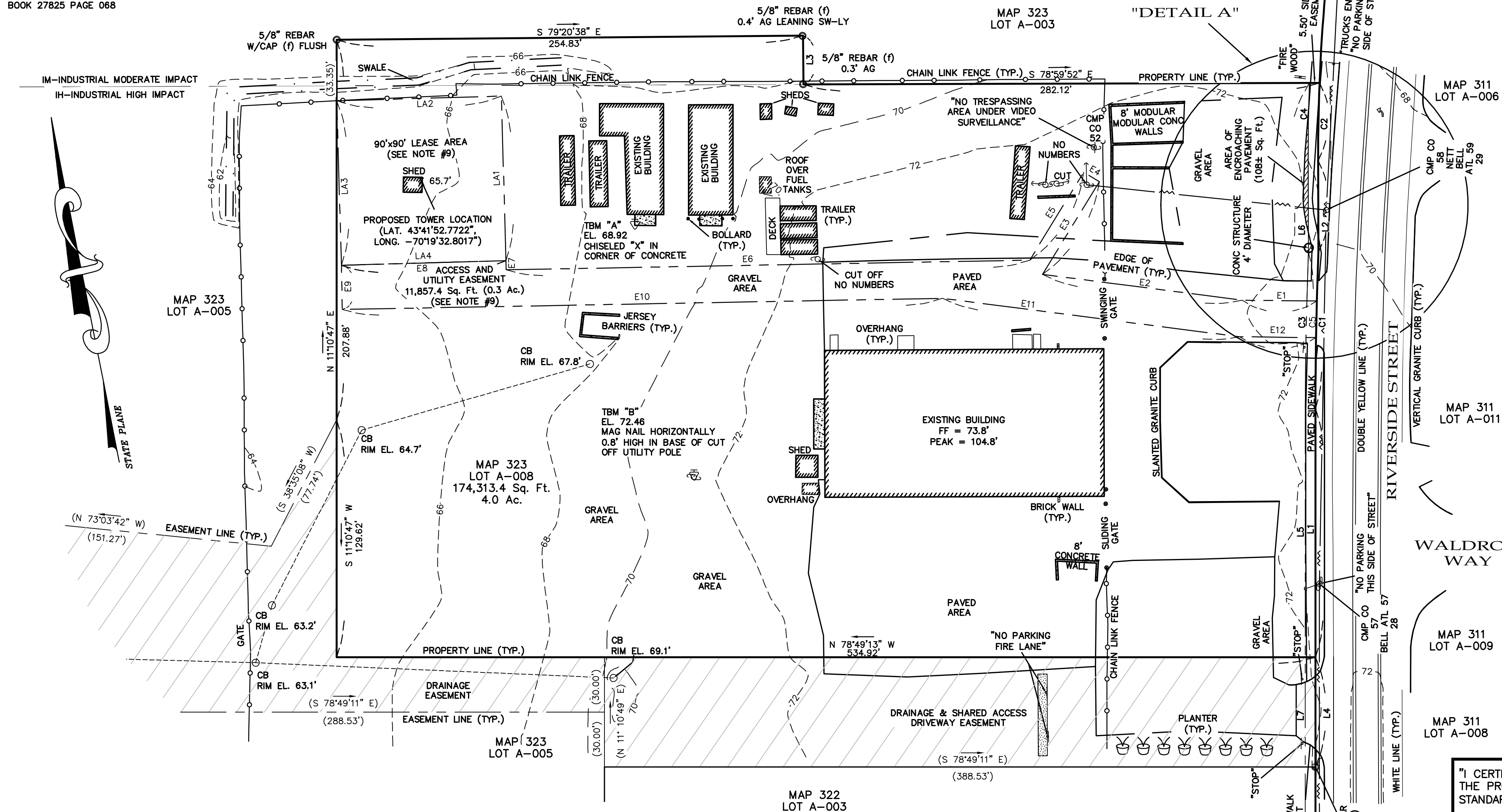
MAP 323 LOT A-005
N/F CITY OF PORTLAND
389 CONGRESS ST
PORTLAND, ME 04101
B 27825 PAGE 068

MAP 311 LOT A-008
SKINNER, DANIEL H. (K W VET)
& YVONNE I. JTS
619 RIVERSIDE ST
PORTLAND, ME 04103
BOOK 8603 PAGE 10

MAP 311 LOT A-011
LIBBY MARK S
639 RIVERSIDE ST
PORTLAND, ME 04102
BOOK 10863 PAGE 135

MAP 311 LOT A-006
PORTER DRYWALL INC
289 PRESUMPSHOT ST
PORTLAND, ME 04103

MAP 311 LOT A-009
SKINNER DANIEL TRUSTEE
625 RIVERSIDE ST
PORTLAND, ME 04103
BOOK 20123 PAGE 347



PLAN OF REFERENCE

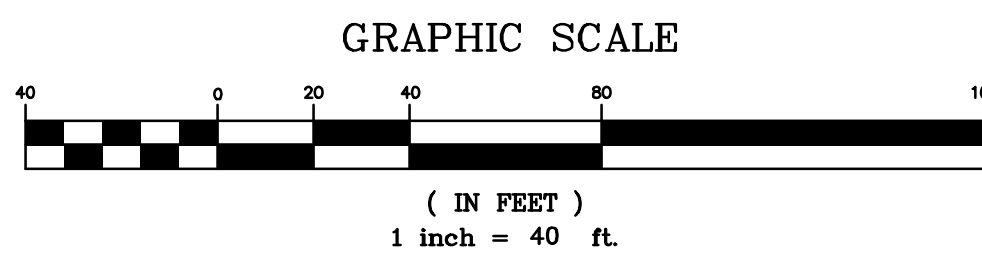
1) "RIVERSIDE SUBDIVISION, SUBDIVISION RECORDING PLAT", PREPARED FOR: CITY OF PORTLAND, MAINE; PREPARED BY WOODARD AND CURRAN, DATED: OCTOBER 07, 2012; SCALE: 1" = 100'; RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD) BEING BOOK 210 PAGE 352.

NOTES

- 1) THE PURPOSE OF THIS PLAN IS TO DEPICT EXISTING CONDITIONS ON MAP 323 LOT A-008.
- 2) THIS PLAN IS BASED ON FIELD EVIDENCE LAST OBSERVED ON DECEMBER 11, 2013.
- 3) THIS PARCEL OF LAND DOES NOT LIE IN A 100-YEAR FLOOD PLAIN AS INTERPOLATED FROM THE FLOOD INSURANCE RATE MAP (FIRM) 2300510006C PORTLAND, CTY/CUMBERLAND CO. DATED: 12/08/1998.
- 4) THE HORIZONTAL DATUM FOR THIS SITE IS REFERENCED TO MAINE NAD83 (FPSZONE 1802) PER LEICA GPS.
- 5) THE ELEVATION FOR THIS SITE IS REFERENCED TO NAVD88 PER LEICA GPS.
- 6) THE TOPOGRAPHY SHOWN ON THIS PLAN IS A DEPICTION OF ACTUAL FIELD WORK.
- 7) THIS PARCEL, ALONG WITH MAP 323 LOT A-003, IS BENEFITTED BY A DRAINAGE AND SHARED ACCESS EASEMENT BURDENING MAP 323 LOT A-005.
- 8) THIS PARCEL IS BURDENED BY A 5.50' WIDE SIDEWALK EASEMENT ALONG THE ENTIRE FRONTAGE.
- 9) THIS PARCEL HAS A NEW ACCESS AND UTILITY EASEMENT BENEFITING AT&T FOR THE PURPOSE OF ACCESSING AND MAINTAINING THE STRUCTURES AND EQUIPMENT IN THE LEASE AREA. NEW EASEMENT AND LEASE AREA DESCRIBED IN BEARING TABLE.
- 10) PORTIONS OF THIS PARCEL, AS SHOWN, FALL WITHIN BOTH THE INDUSTRIAL-HIGH IMPACT AND THE INDUSTRIAL-MODERATE IMPACT ZONES.
- 11) UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED ON FIELD EVIDENCE. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST. CONTACT DIG SAFE AT 811 PRIOR TO CONSTRUCTION.
- 12) IN THE EVENT THAT THE ACCESS ROAD IS REMOVED AS A PART OF A FUTURE SUBDIVISION AMENDMENT, AT&T WILL BE ABLE TO USE THE NEW ACCESS ROAD PROVIDED THAT THE NEW ACCESS ROAD DIRECTLY CONNECTS THE TELECOMMUNICATIONS COMPOUND TO THE PUBLIC RIGHT OF WAY AND AFFORDS 24/7 ACCESS.

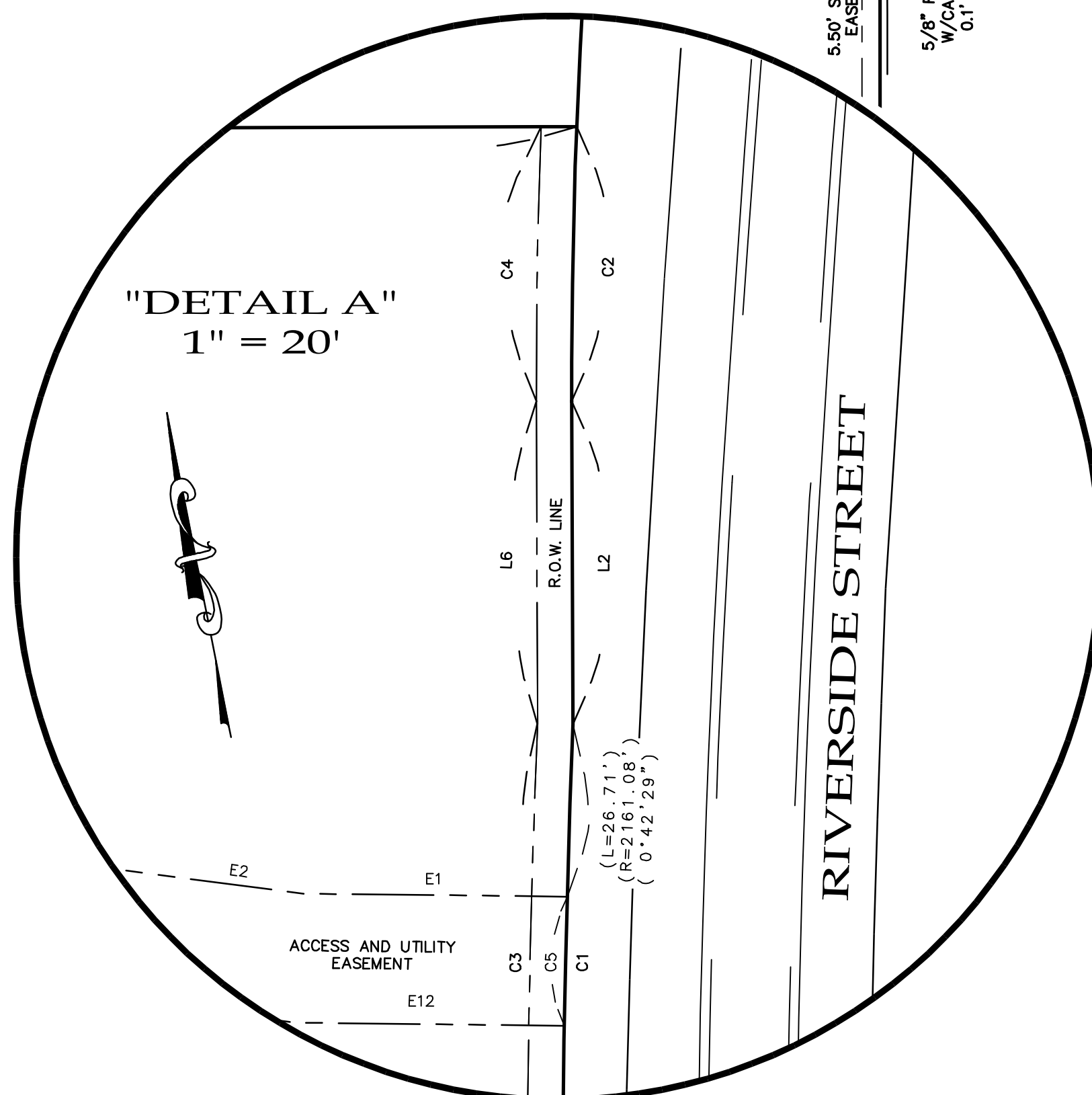
LEGEND

BOUND	☆ LIGHT POST
BOLLARD	○ MAILBOX
CATCH BASIN	⊗ MANHOLE
CONDUIT	⊙ POST
DELINEATOR	⊙ ROCK
DRAIN MANHOLE	⊙ SEWER MANHOLE
ELECTRIC BOX	⊙ SHRUB
ELECTRIC HAND HOLE	⊙ SIGN
ELECTRIC METER	⊙ STUMP
FLAG	⊙ SUPPORT PILLAR
FIRE HYDRANT	⊙ TELEPHONE BOX
FIRE UTILITY	⊙ TREE - CONIFEROUS
GAS GATE	⊙ TREE - DECIDUOUS
GAS METER	⊙ UTILITY POLE
GUYWIRE	⊙ VENT
HVAC UNIT	⊙ WATER GATE
IRON PIPE/REBAR	⊙ WATER SHUTOFF
IRRIGATION	⊙ WETLAND
LIGHT	
CONTOUR MAJOR	
CONTOUR MINOR	
CURBING	
DRAINAGE LINE	
EASEMENTS	
EDGE OF PAVEMENT	
RETAINING WALL	
SEWER LINE	
SHRUB LINE	
TREE LINE	
BUILDING	
CONCRETE	
CRUSHED STONE	



APPROVED BY CITY OF PORTLAND
PLANNING BOARD

"DETAIL A"
1" = 20'



"I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR THE PROFESSIONAL LAND SURVEYORS STANDARDS FOR A CATEGORY I, CONDITION 1 - STANDARD BOUNDARY SURVEY."

PETER D. LANDRY PLS #2180

DATE

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE	
L1	N 11°10'47" E	135.88'	
L2	N 10°58'19" E	50.08'	
L3	S 10°39'22" W	26.77'	
L4	N 11°10'47" E	60.00'	
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH
C1	85.50'	2161.08'	85.49'
C2	42.50'	990.18'	42.50'

LINE	BEARING	DISTANCE
L5	N 11°10'47" E	135.88'
L6	N 10°58'19" E	50.08'
L7	N 11°10'47" E	60.00'

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH
C3	85.60'	2166.58'	85.60'
C4	42.50'	995.68'	42.49'

LINE	BEARING	DISTANCE
LA1	N 09°32'38" E	90.00'
LA2	N 80°27'22" W	90.00'
LA3	S 09°32'38" W	90.00'
LA4	S 80°27'22" E	90.00'

LINE	BEARING	DISTANCE	
E1	S 78°10'49" E	40.81'	
E2	S 71°26'44" E	110.05'	
E3	S 42°41'17" W	59.39'	
E4	S 47°18'43" E	10.00'	
E5	N 42°41'17" E	56.37'	
E6	S 79°53'07" E	286.25'	
E7	S 10°06'53" W	5.03'	
E8	S 80°27'22" E	90.00'	
E9	N 10°06'53" E	24.14'	
E10	N 79°53'07" W	328.15'	
E11	N 71°26'44" W	163.75'	
E12	N 78°10'49" W	41.76'	
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH
C5	20.00'	2161.08'	20.00'

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.

1777 SENTRY PARKWAY WEST
DUBLIN HALL, SUITE 210
BLUE BELL, PA 19422
(215) 465-0122



SR# ME5372S

LUCAS TREE

636 RIVERSIDE STREET
PORTLAND, ME, 04103
CITY OF PORTLAND
CUMBERLAND COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	03/20/14	TITLE/APPR'L BLOCK, NOTE	TAP
		12, EASEMENT DETAIL	TAP

PROFESSIONAL STAMP

LAND OWNER OF RECORD

ADDISON CAPITAL, LLC
2 SHADY LANE
FALMOUTH, ME 04105
CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 28176 / PAGE 18

ADDISON CAPITAL, LLC

DATE

AMENDMENT TO RIVERSIDE SUBDIVISION LOT #3
(EXISTING CONDITIONS/PROPOSED LEASE AREA
& ACCESS/UTILITY EASEMENT PLAN)
MAP 323 LOT A008

LUCAS TREE

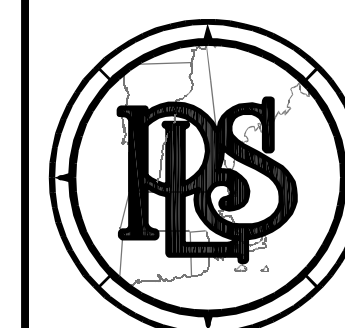
636 RIVERSIDE STREET, PORTLAND, MAINE
JANUARY 03, 2014

PREPARED FOR: NETWORK BUILDING & CONSULTING
1777 SENTRY PKWY WEST-DUBLIN HALL #210
BLUE BELL, PA 19422

SCALE: 1"=40'

SHEET 1 OF 1

PREPARED BY:



Promised Land Survey, LLC

230 Rockingham Road
Derry, New Hampshire 03038
Tel: (603) 432-2112 • Fax: (603) 432-8800

www.PromisedLandSurvey.com

Land Surveying • Mapping • Planning • Permitting • Layout

PLS PROJECT #1934



SR# ME5372
LUCAS TREE

636 RIVERSIDE STREET
PORTLAND, ME 04103
CITY OF PORTLAND



SITE INFORMATION	
SITE ADDRESS:	636 RIVERSIDE STREET PORTLAND, ME 04103
LATITUDE (NAD 83):	43.697124°
LONGITUDE (NAD 83):	-70.327875°
GROUND ELEVATION:	63.0' (AMSL)
JURISDICTION:	CITY OF PORTLAND
TAX MAP NUMBER:	322-A-8/323-A-8
PARCEL AREA:	4.0 ACRES
PARCEL OWNER:	ADDISON CAPITAL LLC 2 SHADY LANE FALMOUTH, ME 04105
STRUCTURE TYPE:	MONOPOLE
STRUCTURE HEIGHT:	120.0' (AGL)

PROJECT TEAM	
APPLICANT:	AT&T MOBILITY CORPORATION 550 COCHITUATE ROAD FRAMINGHAM, MA 01701
PROJECT MANAGEMENT FIRM:	NETWORK BUILDING & CONSULTING, LLC. 1777 SENTRY PARKWAY WEST DUBLIN HALL, SUITE 210 BLUE BELL, PA 19422 (267) 460-0122
ENGINEERING FIRM:	NB&C ENGINEERING SERVICES, LLC. 1777 SENTRY PARKWAY WEST DUBLIN HALL, SUITE 210 BLUE BELL, PA 19422 (267) 460-0122

VICINITY MAP	
DIRECTIONS	
FROM FRAMINGHAM, MA: TAKE I-90 E/MASSPIKE W/SPRINGFIELD/BOSTON. KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR INTERSTATE 90 E/INTERSTATE 95/MASSACHUSETTS TURNPIKE/BOSTON AND MERGE ONTO I-90 E/MASSACHUSETTS TURNPIKE. TAKE EXIT 14 FOR I-95 N TOWARD N.H - MAINE. FOLLOW SIGNS FOR I-95 N/WALTHAM/PORTSMOUTH NH AND MERGE ONTO I-95 N. KEEP RIGHT TO STAY ON I-95 N, FOLLOW SIGNS FOR PORTSMOUTH NH. KEEP LEFT TO CONTINUE ON I-95. MERGE ONTO I-95 N. TAKE EXIT 48 TO MERGE ONTO LARRABEE RD TOWARD ME-25/US-302/RIVERSIDE ST. TURN RIGHT ONTO RIVERSIDE ST. DESTINATION WILL BE ON THE LEFT	
CODE COMPLIANCE	
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES. - MAINE UNIFORM BUILDING CODE (MUBC) 2008 NATIONAL ELECTRICAL CODE 2009 NFPA 101, LIFE SAFETY CODE 2009 IFC - AMERICAN CONCRETE INSTITUTE - AMERICAN INSTITUTE OF STEEL CONSTRUCTION - MANUAL OF STEEL CONSTRUCTION 13TH EDITION - TIA/EIA-222-G - TIA 607 - INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81 - IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION - TELECORDIA GR-1275 - ANSI/T 311 2006 101, LIFE SAFETY CODE	

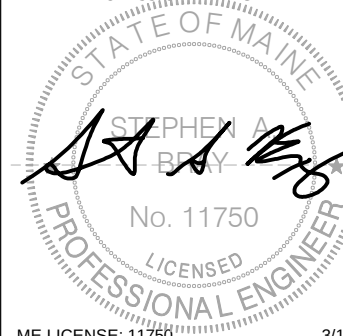
DRAWING INDEX	
T-1	TITLE SHEET
Z-1	SITE PLAN
C-1	COMPOUND PLAN
DO NOT SCALE DRAWINGS	
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.	

ENGINEER	 TOTALLY COMMITTED. NB+C ENGINEERING SERVICES, LLC. 1777 SENTRY PARKWAY WEST DUBLIN HALL, SUITE 210 BLUE BELL, PA 19422 (267) 460-0122																																				
APPLICANT	 at&t mobility corp. 550 COCHITUATE ROAD FRAMMINGHAM, MA 01701																																				
SITE INFORMATION	ME5372 LUCAS TREE 636 RIVERSIDE STREET PORTLAND, ME 04103 CITY OF PORTLAND																																				
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SHEET NUMBER	T-1																																				

				
				
				
				
				
	03-18-14	REVISED PER CLIENT COMMENTS	JRF	JRB
	02-12-14	REVISED PER CLIENT COMMENTS	MJC	NS
	01-23-14	INITIAL SUBMISSION & PERMIT FILING	KMO	NS
REV.	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD BY



Stephen A. Bray
PROFESSIONAL ENGINEER



ME LICENSE: 11750 3/18/14

PROJECT NUMBER: **322.0026**

SITE INFORMATION:
214 HIO RIDGE ROAD
BRIDGTON, ME 04009
CUMBERLAND COUNTY

SITE #: ME5090S-C

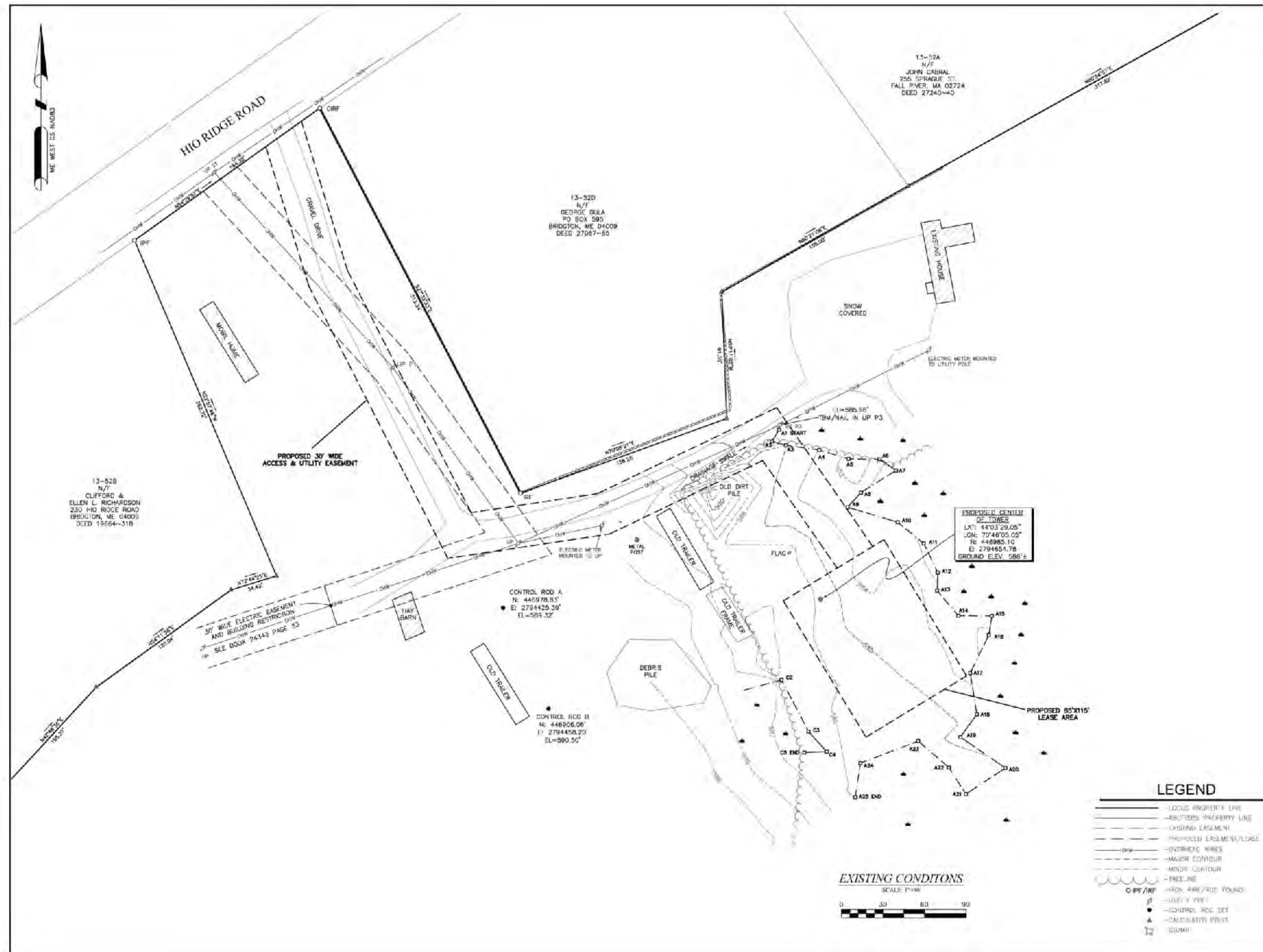
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DRAWN BY: KMO	CHECKED BY: NS	DATE: 07-10-13
SHEET TITLE: EXISTING CONDITIONS PLAN		

SHEET NUMBER:	REV.
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C-2

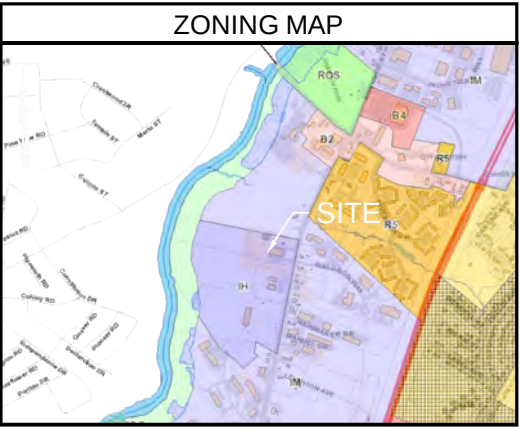
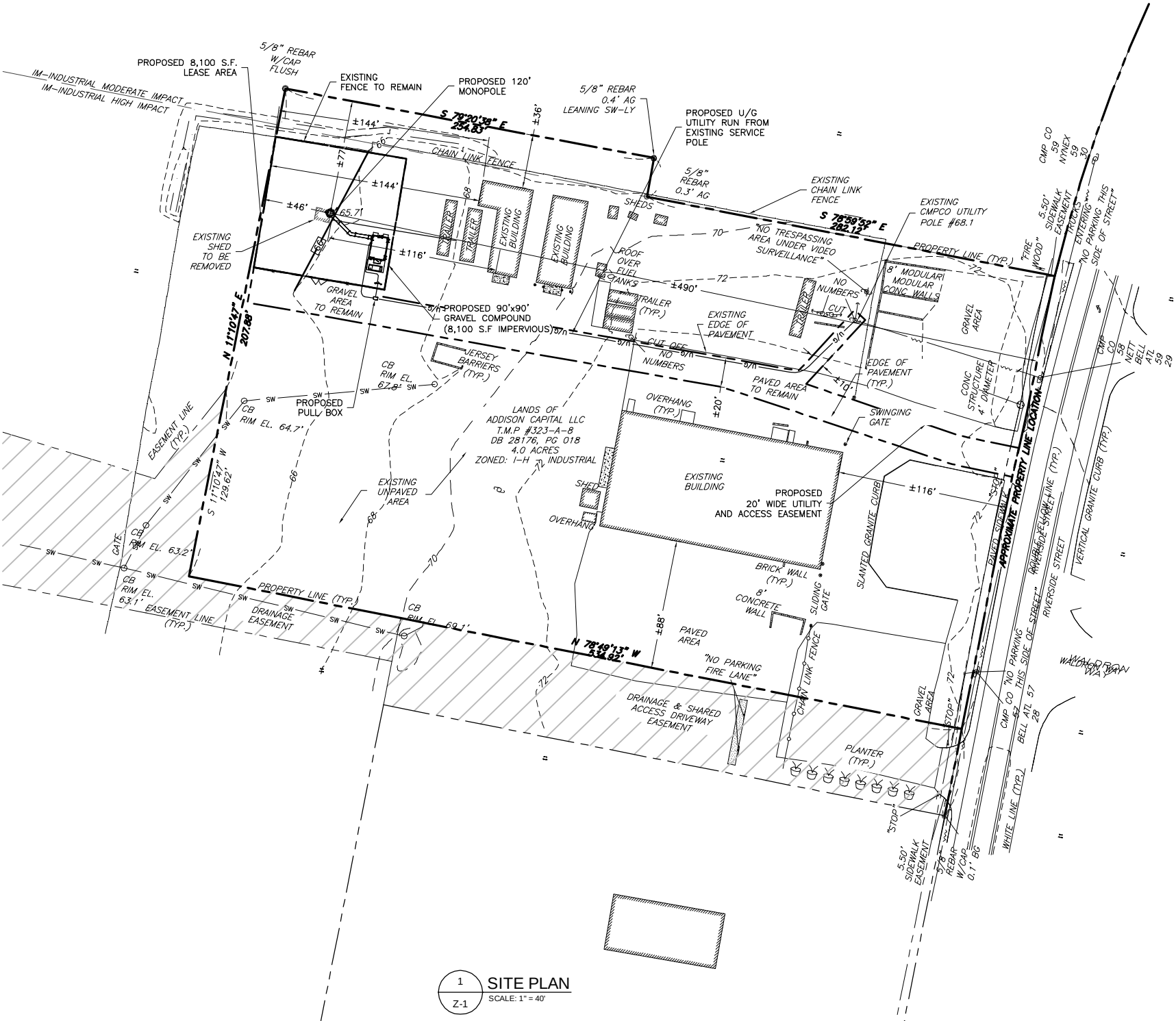
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KMB DID NOT PERFORM THE AAV DESIGN VISIT. THIS WAS DONE BY OTHERS AND IS INCLUDED FOR REFERENCE ONLY.

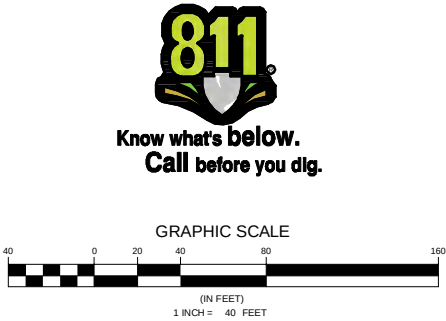


LEGEND			
	IRON BAR/PIPE FOUND		GAS
	CONCRETE MONUMENT FOUND		EXISTING TELEPHONE
	EXISTING UTILITY POLE		EXISTING OVERHEAD WIRE
	EXISTING FIRE HYDRANT		EXISTING UNDERGROUND WIRE
	EXISTING TREES		PROPOSED CONTOURS
	EXISTING MANHOLES		EXISTING CONTOURS
	PROPERTY LINE		PROPOSED ELECTRIC
	ADJACENT PROPERTY LINE		PROPOSED TELEPHONE
	PROPERTY SETBACK LINE		PROPOSED FENCE
	RIGHT OF WAY		SILT FENCE
	ZONING DISTRICT LINE		EXISTING CHAIN LINK FENCE
	EXISTING ELECTRIC		EXISTING TREELINE

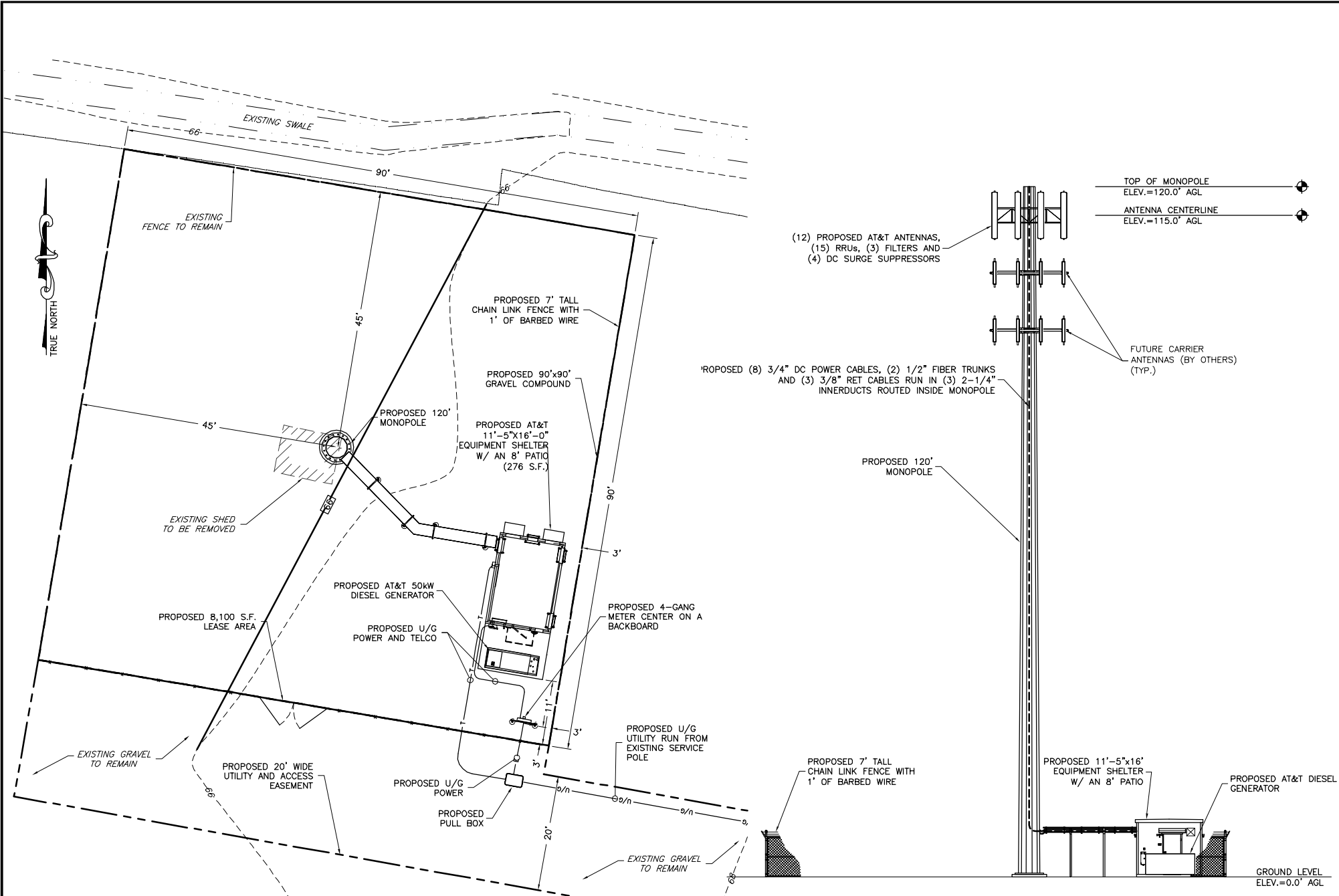


ZONING DATA			
ZONING DISTRICT:	I-H - INDUSTRIAL DISTRICT		
	REQUIRED	EXISTING	PROPOSED
FRONT:	75'	±106'	NO CHANGE
SIDE:	35'	±24'	NO CHANGE
REAR:	35'	±164'	NO CHANGE
TOWER HEIGHT:	N/A	N/A	120'
TOWER SETBACK:	N/A	N/A	47'

- SITE NOTES**
- PROPERTY LINE INFORMATION WAS PREPARED USING DEEDS, TAX MAPS, PLANS OF RECORD AND PLANS ENTITLED AMENDMENT TO RIVERSIDE SUBDIVISION LOT #3, BY PROMISED LAND SURVEY, LLC, DATED 03/20/14 AND SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.
 - THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 - ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 230051 0006 C PANEL 6 OF 17 EFFECTIVE DATE DECEMBER 8, 1998, THE PROPOSED FACILITY LOCATED IN FLOOD ZONE X WHICH IS DEFINED AS AREAS OUTSIDE OF THE 500-YEAR FLOOD PLAIN.
 - ALL BEARINGS SHOWN HEREON ARE ROTATED TO TRUE NORTH.
 - UNDERGROUND UTILITIES OR IMPROVEMENTS, IF ANY AND NOT VISIBLE AT TIME OF SURVEY ARE NOT SHOWN.
 - THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN UP TO DATE ABSTRACT OF THE TITLE.
 - THIS SURVEY PLAN IS FOR SITE PLAN/ENGINEERING PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR THE TRANSFER OF TITLE.
 - THE PROPOSED FACILITY WILL CAUSE ONLY A "DE MINIMIS" INCREASE IN STORMWATER RUNOFF. THEREFORE, NO DRAINAGE STRUCTURES ARE PROPOSED.
 - THERE ARE NO NEW STREETS, CURBS, SIDEWALKS OR WALKWAYS PROPOSED.
 - THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
 - ALL EXISTING BUILDINGS WITHIN 200' OF THE PROPOSED TOWER AND COMPOUND HAVE BEEN DEPICTED ON THE PLAN



ENGINEER	 NB+C ENGINEERING SERVICES, LLC. 1777 SENTRY PARKWAY WEST DUBLIN, VA 22024 BLUE BELLS, PA 19422 (207) 460-0232																
APPLICANT	 at&t mobility corp. 550 COCKSHUTE ROAD FRAMINGHAM, MA 01701																
SITE INFORMATION	ME5372 LUCAS TREE 636 RIVERSIDE STREET PORTLAND, ME 04103 CITY OF PORTLAND																
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SHEET TITLE	SITE PLAN																
SHEET NUMBER	Z-1																

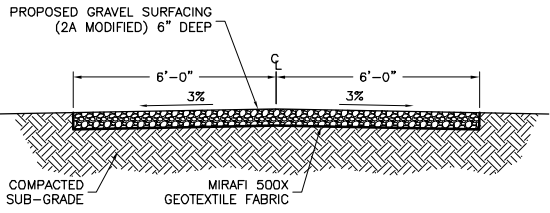


GENERAL NOTES

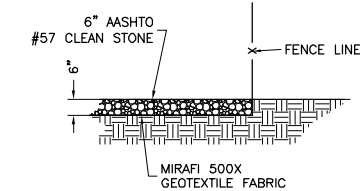
- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
- 2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
- 4. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
- 6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- 8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT 1 (888) 344-7233 PRIOR TO EXCAVATION AT SITE.
- 9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
- 10. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.
- 11. ALL EXCAVATION WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE COMPLETED BY HAND EXCAVATION METHODS.
- 12. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
- 13. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
- 14. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
- 15. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
- 16. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
- 17. RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 18. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 19. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 20. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
- 21. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.
- 22. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
- 23. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE STATE OF MAINE STATE GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE CITY. CONTROL MEASURES SHALL INCLUDE BUT NOT LIMITED TO FILTER FABRIC SILT FENCE, ROCK CONSTRUCTION ENTRANCE, CONCRETE WASHOUT AREA, TEMPORARY SOIL STOCKPILE, ETC.

1 COMPOUND PLAN
SCALE: 1" = 10'

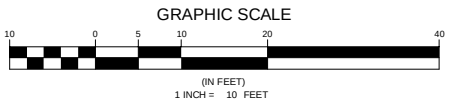
2 ELEVATION
SCALE: 1" = 10'



3 GRAVEL DRIVEWAY TYPICAL SECTION
NTS



4 GRAVEL COMPOUND DETAIL
NTS



ENGINEER

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
1777 SENTRY PARKWAY WEST
DUBLIN, MA, SUITE 200
DUBLIN, MA 01942
(508) 460-0232

APPLICANT

at&t
mobility corp.

590 COCHITUATE ROAD
FRAMINGHAM, MA 01701

SITE INFORMATION

ME5372
LUCAS TREE
636 RIVERSIDE STREET
PORTLAND, ME 04103
CITY OF PORTLAND

DESIGN RECORD

REV	DATE	DESCRIPTION	BY
1	03/20/14	REVISED PER COMMENTS	DAK
0	10/10/13	PRELIMINARY ZDS	DAK

PROFESSIONAL STAMP

ENGINEER

KRUPAKARAN KOLANDAIVELU P.E.
ME PROFESSIONAL ENGINEER LIC. #12979

IN A VIOLATION OF THE LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT. UNLESS EXPLICITLY AGREED TO BY THE ENGINEER IN WRITING, THE ENGINEER DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN.

SHEET TITLE

COMPOUND PLAN

SHEET NUMBER

C-1

Memorandum

Planning and Urban Development Department

Planning Division



To: Chair O'Brien and Members of the Portland Planning Board
From: Barbara Barhydt, Development Review Services Manager
Date: May 2, 2014
Re: Amended Conditional Rezoning Agreement for 802-828 Ocean Avenue, Casco Heights Condominiums, formerly Graves Hill
CBL: 411 A007, 416 lots 6, 7, and 21
Meeting Date: May 6, 2014

I. INTRODUCTION

The Ridge Development LLC has requested a Planning Board workshop to review draft amendments to a conditional zoning agreement for the property at 802-828 Ocean Avenue, which was formerly referred to as Graves Hill. In October 2004, the City Council adopted a conditional rezoning agreement for this site that divided the 18.3 acre parcel into two zones: the Residential R-5A zone (8 acres); and the Recreation and Open Space zone (10 acres). The agreement allowed for a planned residential development of 98 residential condominium units in two mid-rise buildings with a maximum height of 100 feet. Trail easements and other amenities were proposed as part of the project.

The site is wooded site with one of the highest points in Portland overlooking Casco Bay. The proposed amended conditional rezoning agreement seeks to adjust the boundary between the R-5A and ROS zone, reduce the number of units from 98 to 94, reduce the maximum building height from 100 feet to 75 feet, revise the parking numbers, and eliminate some of the building amenities. Graves Hill was proposed as a luxury condominium project. Casco Heights is proposed with a mix of one, two and three-bedroom market rate units with top floor penthouses.

Applicant: Ridge Development LLC, Pat Tinsman

Property Owner: Diane Doyle, Developer of Graves Hill and hired by applicant to advise on this proposal

Consultant: Will Conway, Sebago Technics

II. REQUIRED REVIEWS

Review	Applicable Statute
Conditional Zoning Agreement	MSRA Section 4352(8) City of Portland Code of Ordinances, <i>Chapter 14, Division 1.5</i>

III. PUBLIC COMMENT

Notices were sent to 414 residents and the interested citizen list. The notice also appeared in the Portland Press Herald on April 28 and 29, as well as being posted on the City's web page.

The applicant held the required neighborhood meeting on April 21, 2014 and the material from that meeting is included under the public comment packet as PC-1. The Planning Division has received two e-mails with written comments regarding the project (PC 2 and 3). In the written comments, the points raised include the following:

- Questions regarding the adequacy of the parking and site circulation;
- Stating that high rise buildings are out of context for the vicinity;
- Stating that there is ledge and raising concerns about blasting.
- Stating that the open woods are a resource and concerned this development would ruin the resource;

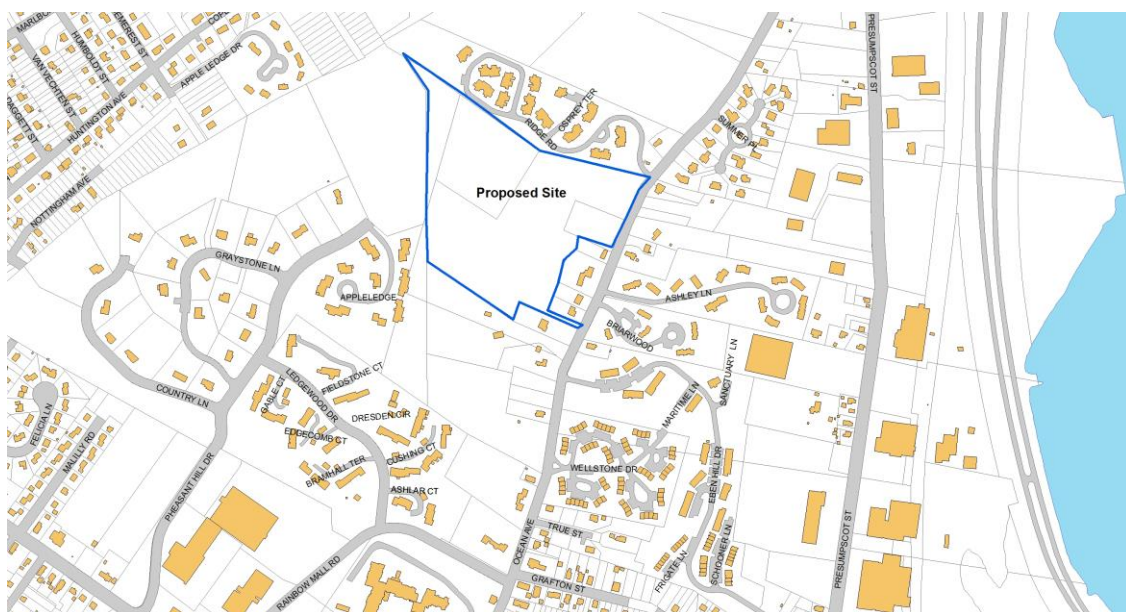
Several people have stopped into the office or called regarding the plans, but chose not to submit written comments. Questions regarding blasting were raised in those discussions as well.

IV. PROJECT DATA

Existing Zoning	R-5A (10.167 acres) and ROS (8.155 acres) with Conditional Zoning Agreement
Proposed Zoning	R-5A (10.40 acres) and ROS (7.92 acres) with Conditional Zoning Agreement
Existing Use	Vacant wooded site
Proposed Use	94 condominium units in two mid-rise buildings in a Planned Residential Development (PRUD)
Parcel Size	18.32 acres
Impervious Surface Area	2.78 acres
Total Ground Floor Area	46,698 sq. ft.
Total Building Floor Area	215,438 sq. ft.
Bedroom Mix	
One Bedroom	12
Two Bedroom	34
Three Bedroom	48
Vehicle Parking -Proposed	
Total Parking spaces	205
Handicapped Spaces	5
Bicycle Parking- Proposed	
Total # of Spaces	38

V. BACKGROUND

The roughly 18 acre parcel at 802 Ocean Avenue is a wooded site that has one of the highest elevations in Portland with views of Casco Bay. There is a 135 foot CMP easement along the rear property line. The parcel abuts single family homes along Ocean Avenue. The Ocean Ridge Condominium project is located to the north of the site along Ocean Avenue. The rear boundary abuts the condominiums located in the Alden's Walk project on Wildwood Circle. There are single family homes and condominium projects along the easterly side of Ocean Avenue in the vicinity of the site.

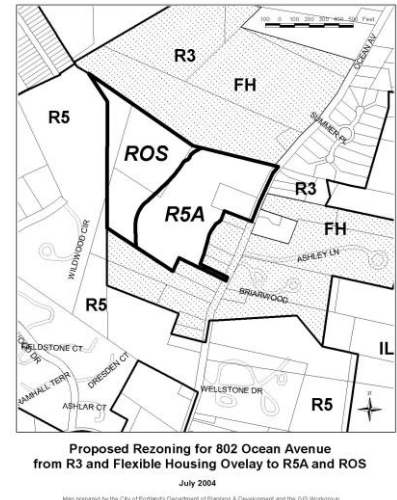


The conditional rezoning agreement adopted by the City Council in 2004 changed the underlying zoning of Residential R-3 to Residential R-5a for 10.167 acres adjoining Ocean Avenue and to ROS for approximately 8

acres at the site. A copy of the original agreement as passed and the Planning Board report to the City Council are included as background information to this report, Attachments 1 and 2, respectively. The 2004 map amendment showing the two zones is inserted here.

The whereas statements in the agreement include a general purpose statement as follows:

...to construct upon a portion of the Property while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system.



The proposed Graves Hill project as described in the Board's report to the City Council (Attachment 2) included the following aspects:

- a. Two buildings with a total of 98 units.
- b. Maximum building height of 100 ft., tapering down to 70 feet at each end of the buildings.
- c. A community room, small office, fitness and special events room, and a cross-country ski center/locker room proposed in each building
- d. Parking provided at 2 per unit with 28 spaces for visitors.
- e. The uses allowed in the R-5a would be allowed for the Graves Hill planned residential development (PRUD).
- f. The portion of the site (approximately 8 acres) included in the Recreation and Open Space (ROS) zone was to remain undeveloped and open to the public through easements with Portland Trails. The developer proposed a buffer area between the abutting residential neighbors that reside on Ocean Avenue and a no cut area along the ROS zone to further protect the buffer area for the residents at Alden's Walk.

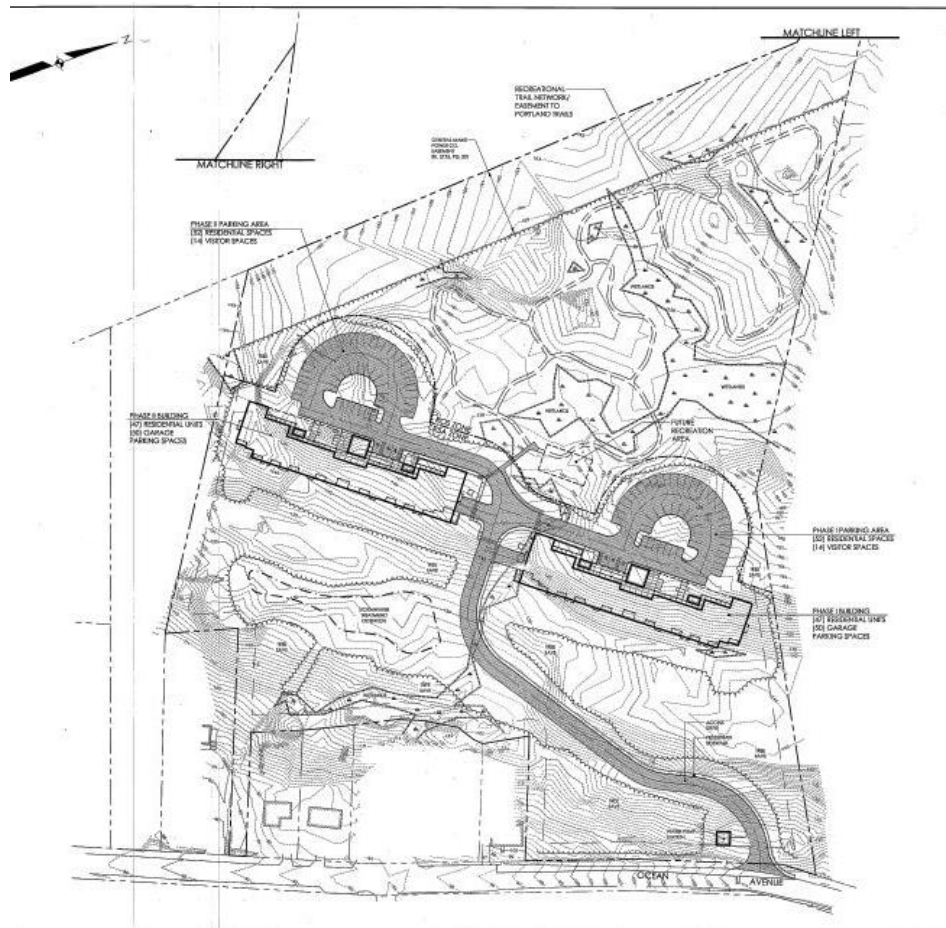
The plans and elevations are included as attachments to the original agreement (Attachment 1).

VI. PROPOSED DEVELOPMENT

Ridge Development LLC is seeking to amend the 2004 conditional zone agreement for 802 Ocean Avenue in order to enable them to revise the development concept. Their proposal includes the following components:

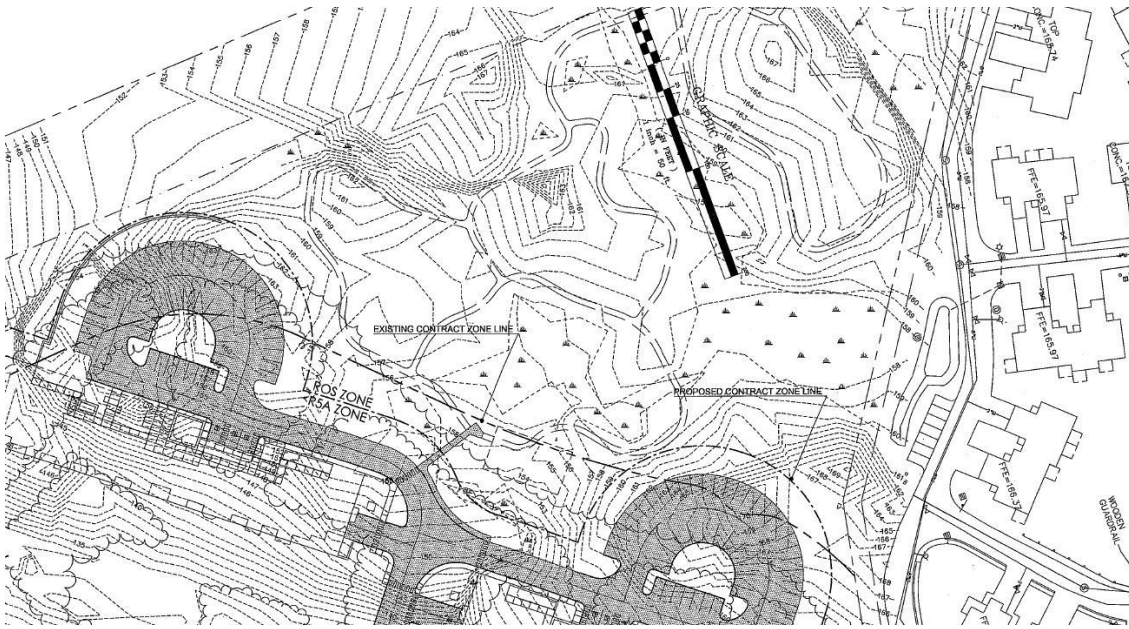
- a. Two buildings with a total of 94 units rather than 98 units.
- b. A maximum building height of 75 feet, rather than the adopted 100 feet.
- c. With the reduced building height, the building footprints have expanded and are more linear. The building length is roughly 330 feet. Structured parking is proposed in the base level with four floors for residential units above. Mezzanines are proposed for the penthouse units.





Overall Site Plan

- d. The amenities of a small office, fitness and special events room, a cross country ski center/locker room are eliminated in this proposal.
- e. Proposing vehicle parking spaces at a ratio of two per residential unit with 2 or 3 bedrooms and one space per one bedroom unit. As in the adopted agreement, 28 spaces for guests are proposed.
- f. Parking is provided under the proposed two buildings and surface parking is provided behind the buildings. In the concept of the adopted agreement included parking under the structures and surface parking in front of the building and to the rear.
- g. The plan includes a sidewalk along the entrance road, which connects with the proposed trails that wind through the woods within the ROS zone.
- h. A detention basin is proposed to manage storm water from the site. A revised concept plan was submitted on April 30 (Plan 7 in packet), which shifts this location to the northerly side of the site (no longer sited behind the single family homes along Ocean Avenue).
- i. The proposal includes an adjustment to the zone line between the R-5a zone and the ROS zone. The existing boundary between the two zones and proposed modifications are depicted on the applicant's plan (Plan 6 in packet), which is excerpted below. The adjustment is proposed to accommodate the proposed surface parking lots. The proposed change results in 10.4 acres instead of 10.167 acres within the R-5a and the ROS land area goes from 8.155 acres to 7.92 acres.
- j. The project is proposed to retain the two phases of development as presented in the 2004 agreement. The phasing should be shown on the revised plans.



VII. AMENDED CONDITIONAL REZONING AGREEMENT

The red-lined version of the proposed amended conditional rezoning agreement is included as Applicant's Submittal, Attachment D. The proposed revisions are summarized below.

1. **Developer Name:** All references to the Graves Hill Land Company, LLC are replaced with the Ridge Development LLC.
2. **Purchase Option:** The first whereas is modified to reflect that Ridge Development has an option to purchase the property.
3. **Number of Residential Units:** The number of proposed residential units is changed from 98 to 94.
4. **Zone Map Adjustments:** In the third whereas statement, the land area within the R-5a zone is increased from 10.167 to 10.4 acres and the land area within the ROS zone is reduced from 8.155 to 7.92 acres.
5. **Permitted uses in the R5a and Parking (paragraph 2):**
 - a. Number of residential units permitted is up to 94 rather than 98;
 - b. Community room in each building is deleted;
 - c. A small office in each building is deleted.
 - d. A fitness and special events room in each building available for use by the residents is deleted.
 - e. A cross country ski center/locker room in each building available for the residents is deleted.
 - f. The two spaces per unit plus 28 spaces for visitor parking is proposed as 2 spaces per the two and three bedroom units and 1 space per 1 bedroom unit with 28 visitor spaces.
 - g. In addition to the trail system, a future recreation is proposed that is subject of site plan review and approval by the Planning Board.
6. **Use and Phasing of R-5A portion of site (paragraph 3.):** The proposal retains the phasing as depicted in the adopted agreement. The site will be developed in two phases. The paragraph specifies that each phase will be limited to 47 units and it retains the language that all blasting required for the entire site development would be done in Phase I. The first phase includes the access road, building

on the northerly side of the site near Ocean Ridge, the surface parking, all trails and the stormwater pond below Phase 1 (as shown on the revised plan 4-30-14 Plan 7).

7. **Use of ROS portion of the site (paragraph 5):** The proposal retains the language for the uses as follows and adds the concept of a future recreation area (shown on site layout):
a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walks, future recreation area, or similar improvements as necessary to facilitate access.
The section retains the language for the ROS which states, "... the property shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.
8. **Recreation Trail Easement to Portland Trails (paragraph 6):** The requirements to grant trail easements to Portland Trails remain unchanged except for owner name changes.
9. **Property developed in substantial accordance with Preliminary Site Plans:** The site plans developed by Sebago Technics and the building elevations prepared by Archetype are substituted for the plans prepared by Scott Simons Architects.
10. **Dimensional changes to the R-5a zone (paragraph 10):**
 - a. Maximum number of units per building is reduced from 49 to 47
 - b. Maximum building height is reduced from 100 feet to 75 feet
 - c. The parking is revised to provide a total of 204 spaces. The total number of space proposed in the original agreement was 224 spaces.

VII. REGULATORY CONSIDERATIONS

Consideration of the request for conditional rezoning is guided by both state statute and the city's land use ordinance. The state statute (Title 30-A Section 4352(8)) requires that all conditional or contract zoning must:

- *Be consistent with the growth management program adopted under this chapter;*
- *Establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and*
- *Only include conditions and restrictions that relate to the physical development or operation of the property.*

The city's ordinance (Section 14-60) further states:

Pursuant to 30-A M.R.S.A. Section 4503(9), conditional or contract zoning is hereby authorized for rezoning of property where, for reasons such as the unusual nature or unique location of the development proposed, the city council finds it necessary or appropriate to impose, by agreement with the property owner or otherwise, certain conditions or restrictions in order to ensure that the rezoning is consistent with the city's comprehensive plan. Conditional or contract zoning shall be limited to where a rezoning is requested by the owner of the property to be rezoned. Nothing in this division shall authorize either an agreement to change or retain a zone or a rezoning which is inconsistent with the city's comprehensive plan.

The applicant has provided narrative in their submission that addresses compliance with the Comprehensive Plan and an analysis of compliance with the R-5a zone. Please refer to the applicant's material in the applicant's submissions, Attachments F and G.

VIII. STAFF REVIEW

The plans submitted with the proposed amended conditional rezone agreement are preliminary plans to be included with the agreement. Final plans for the development will be required to be reviewed under the site plan and subdivision ordinances after the Board has made a recommendation to the City Council.

Staff has conducted a preliminary review of the conditional zoning agreement and a site visit was held on April 25th that included David Margolis-Pineo, David Senus, Jeff Tarling and Barbara Barhydt. Comments are as follows.

A. Zoning Assessment

The R-5a zone is Division 6.5 of the Land Use code, Section 14-126 through Section 14-131. Excerpts of the R-5a zone and the applicable parking regulations are below.

Sec. 14-126. Purpose.

The purpose of the R-5A residential zone is:

- (a) To provide for moderate-density residential development in off-peninsula sections that can provide a unique residential living experience with a high degree of natural site amenities; and to provide areas of the city in the general proximity of the peninsula that have the capability for adequate municipal services, including traffic corridors with adequate traffic capacity, that can appropriately accommodate a more intensive use of land than other lower-density zoned land and be compatible with surrounding neighborhoods; and to increase affordable housing opportunities in off-peninsula locations by providing a moderate-density zone.

Sec. 14-127. Permitted uses.

2. Planned residential unit development (PRUD) consisting of horizontally or vertically attached dwelling units or a series of such dwelling units. No dimensional requirements contained in section 14-130 shall apply with respect to such developments except for those requirements specifically denoted for PRUD. There shall be no open outside stairways or fire escapes above the ground floor. The planned residential unit development shall be implemented through conditional or contract zoning, as described in division 1.5, for specific sites and proposed development meeting the overall requirements specified herein. All land shall be owned and used in common and shall be governed and maintained as set forth in section 14-498(i)(3) of article IV (subdivisions). Such development shall be subject to review and approval by the Planning Board with respect to the requirements of article V (site plan) and article IV (subdivisions) of this chapter, whether or not such development is a subdivision within the meaning of article IV of this chapter, as now enacted or as hereafter amended.

Sec. 14-130. Dimensional requirements

- (a) *Minimum lot size:*
Planned residential unit development (PRUD): Three (3) acres gross area, as defined in section 14-47 (definitions) of this article, of contiguous land.
- (b) *Minimum lot area per dwelling unit:* Sixteen hundred (1,600) square feet.
Planned residential unit development (PRUD): Sixteen hundred (1,600) square feet of net land area as defined in section 14-47 (definitions) of this article. As part of a site plan and subdivision application, the applicant shall provide a calculation of those factors deducted to determine net land area. In addition, such net area factors shall be delineated on a site plan.
- (c) *Minimum street frontage:* PRUD development: Fifty (50) feet.
- (f) Minimum building setback from external subdivision property lines (PRUD):
 - a. Building length of one hundred (100) feet or less: Twenty-five (25) feet.
 - b. Building length of greater than one hundred (100) feet: Thirty-five (35) feet.
- (g) Minimum recreation open space area (PRUD): Two hundred (200) square feet per dwelling unit of common area designated on the site for recreation purposes. Such recreation areas shall be level graded, dry, accessible and properly drained. At a minimum, a contiguous area of six thousand (6,000) square feet, with a minimum dimension of fifty (50) feet, shall be provided and shall include one (1) or more of the uses set forth in section 14-526 (d) 9. and the planned residential unit development standards in the City of Portland Design Manual, but shall at least be usable as a multipurpose game field. Such recreation areas shall be located at least twenty-five (25) feet from dwelling units.

Division 20 – Parking Section 14-332

(a) Residential structures:

1. For new construction, two, (2) parking spaces for each dwelling unit, plus one (1) additional parking space for every six (6) units or fraction thereof.

The applicant submitted their analysis of compliance with the R-5a zone (Applicants Submission, Attachment G) and has proposed the following adjustments to the dimensional standards of the R-5a zone.

Dimensional changes to the R-5a zone (paragraph 10):

- a. Maximum number of units per building is reduced from 49 to 47
- b. Maximum building height is reduced from 100 feet to 75 feet
- c. The parking is revised to provide a total of 204 spaces. The total number of space proposed in the original agreement was 224 spaces.

Zoning Administrator Review:

This amendment to the previous conditional/contract zone is reducing several of the dimensional criteria. The numbers of dwelling units is reduced from a total of 98 to 94 with 47 units in two buildings. The height is being reduced from 100' to 75'. The building elevations give an average grade of 1555'-5 5/128" (which I would like confirmed as to how that was determined). The height given on those elevations is 60', well within the 75' height proposed.

If parking was determined using current zoning, two parking spaces per dwelling unit is required along with 1 extra space per each 6 dwelling units. Therefore a total of 204 parking spaces are required. Per their text, 204 parking spaces are provided. However, well over 50,000 sq feet is being proposed, so the Planning Board is the authority for determining the number of parking spaces under section 14-332.2©.

All other R-5A dimensional requirements are being met.

Marge Schmuckal
Zoning Administrator
May 2, 2014

Planning Staff Comments: The proposed changes address those items that were included in the original agreement, such as modifying the maximum number of units per building and reducing the building height from 100 feet to 75. The applicant is also seeking to reduce the amount of required parking as stated in the original agreement. The applicant is proposing to have two parking spaces for those units that have two or three bedrooms and provide one parking space for each of the 12 one-bedroom units. They are also proposing 28 parking spaces for visitors for a total of 204 spaces on site. Division 20 requires two parking spaces per unit for new construction off peninsula and an additional parking space for every 6 units. Under this formula, the required parking would be 188 spaces for the units and 16 spaces for visitors or a total of 204 parking spaces. Thus, the proposed amendment adjusts the parking formula contained in the adopted agreement and revises the City's formula; however, it does meet the total number of parking spaces required by the zoning code.

In evaluating the preliminary plans with the R-5a zoning requirements, it appears that the plans meet or exceed the minimum lot area and minimum lot area per dwelling unit. The minimum setback for buildings over 100 feet in length is 35 feet and the building length scales off at approximately 330 feet. The staff recommends that the proposed building distances from the property line and the foot prints of buildings at Ocean Ridge be shown on the plan.

The Planning Staff note that one other PRUD requirement may need to be addressed in this agreement. The PRUD standard requires a minimum recreation open space area of two hundred (200) square feet per dwelling unit of common area designated on the site for recreation purposes. The applicant has shown an area on the site plan that would serve as that multipurpose field. On the site walk, the City Arborist questioned whether clearing or filling for a playing field is appropriate and whether the public trail system and preserving natural

areas would be more appropriate for this site. The Planning Board may want to consider whether a further revision to the amended agreement should be considered.

B. Transportation/Parking

Parking is provided under each building and surface parking lots are shown behind the buildings. The proposed changes to the zone line between the ROS and R5a line are revised to accommodate the half circle parking lots shown on the site plan. The parking lots as shown are designed to accommodate the turning movements of emergency vehicles. The planning staff has suggested that the design of the surface lots be re-evaluated to determine if there is an alternative that would accommodate vehicle movements and require less intrusion into the ROS area, thus minimizing any zone line adjustments. The applicant is considering alternatives.

The parking ratio contained in the adopted agreement is 2 spaces per unit with 28 visitor parking spaces, which is a total of 224 spaces. The proposed amendment includes 2 spaces for the 2 and 3 bedroom units and reduces the ratio to 1 space per unit for the one-bedroom units. It retains the 28 spaces for visitors, thus the total number of on-site parking spaces would be 204. The applicant is seeking to amend this as part of the agreement. Public comment has been received that raises questions about the adequacy of on-site parking. As noted above under the zoning assessment, the proposed revisions revise the formula for calculating parking and changes what was contained in the adopted agreement, but the overall number of proposed parking spaces meets the zoning code. Tom Errico, consulting traffic engineer is requesting updated traffic data for this proposal, but in general, finds the proposal acceptable. Tom Errico's May 2, 2014 review is as follows:

Based upon my review of the old traffic study for the project my preliminary comments are noted below:

- I have requested that the old traffic study be updated to reflect the current project as well as current traffic data. Upon receipt of the revised study, I will review specific traffic issues. My general sense is the traffic review will primarily focus on the access location on Ocean Avenue, and based upon the prior analysis, safe conditions will likely be provided.
- Based upon available information, a MaineDOT Traffic Movement Permit will not be required.
- I generally find the applicant's parking program to be reasonable, but further review is required.

The staff notes that the applicant has not addressed bicycle parking at this preliminary stage, which would be required as part of the subsequent development review. The applicant will want to consider the accommodation of on-site bicycle parking for residents and the public, since the trail easements are to be open to bicyclists as well as pedestrians.

The proposed development plan shows a sidewalk along the access road, which then connects with the trail system proposed within ROS zone. The agreement includes a requirement that easements are granted to Portland Trails for the public use of the system. The provisions remain the same as were contained in the adopted agreement. There is no sidewalk shown along the site's frontage along Ocean Avenue. Currently there is a primary sidewalk along the eastside of Ocean Avenue; however, there is a gap in this sidewalk for roughly 380 feet across from the project site. The Department of Public Services from David Margolis-Pine are included in their entirety below. DPS is recommending that the applicant install a public sidewalk to fill that gap. The Board may want to consider including a provision in the agreement that specifies that this will be installed to meet the City's standards for the provision of sidewalks.

Mr. Margolis-Pineo's May 1, 2014 comments are below and the comments regarding the pins and survey information are relevant for the site plan and subdivision review process.

The Department of Public Services offers the following preliminary review comments to the above mentioned project.

1. The survey plan requires a surveyor's stamp.
2. Plans need to be stamped.
3. Please change plans to show and indicate all proposed utilities (including Ocean Ave) including drainage.
4. As proposed, the USC&GS marker will be destroyed with this project. The applicant is requested to submit this marker to William Clark of the City at 55 Portland St who will make arrangements to return this marker to the Feds.
5. There are several areas of text on the survey plan presented for staff review when printed out is not legible. A thorough review cannot be completed without changes being made for legibility.
6. Please verify that all property corners shown are currently marked with property pins?
7. Please provide State Plane Coordinates.
8. Have the elevations been checked? Note number 6 states the elevation is based on a hydrant from several years ago which may have been replaced. Please verify.
9. City code requires the applicant to construct a sidewalk with granite curbing along the frontage on the applicant's proposed development. However since the primary sidewalk in this area is on the East side of Ocean Ave and there is an approximate 380' void to the sidewalk opposite the applicant property, the applicant is requested to construct a sidewalk on Ocean Ave. to fill that void.

Please be aware that these comments are preliminary and additional comments will come once a complete set of plans are received and the survey plan becomes legible.

C. Environment and Tree Preservation

The site is wooded and slopes steeply up to a high point toward the rear of the property. In Mr. Margolis-Pineo's review he notes that the USC &GS marker will need to be removed and asks that it be submitted to DPS so that it can be returned to the appropriate Federal agency.

The revised plan shows a detention area that would be located between the building closest to Ocean Avenue, and the roadway (this is phase 1 that needs to be depicted on the plans). This will require the removal of trees and some blasting to create this system. In the previous version, surface parking lots were shown in front of both buildings and the storm drainage system was located in front of the second building. The relocation of the structure addresses concerns raised by the homeowners along Ocean Avenue. The revised plan also eliminates any surface parking in front of the structures, so there is potential to preserve more of the existing vegetation, particularly in Phase 2. The applicant indicated on the site walk that some selective clearing will be needed. Jeff Tarling, City Arborist, recommended that as part of the site plan and subdivision review, that the applicant prepare a tree preservation plan for the project and a long-term tree management plan that could be part of the condominium documents.

Mr. Tarling's May 2, 2014 review is as follows:

In review of the proposed zone change for Casco Heights project I would suggest the following topics be incorporated into the conditions:

- a) The typical "recreational area" standard that looks for play-field, open turf area be waived in exchange if existing or modified trails are offered for public use. There may be trails that are for resident use only near the actual residential buildings. This site offers a fair amount of valuable wooded open space that has high recreation values.
- b) 'Tree Save' / Selective Clearing plan - 'Tree Save' Open Space areas should have management guidelines to ensure the right mix of clearing and regeneration of native trees & plants. First condition

would be to remove invasive plants already on site and any future problems. Goals would be to have a mix of age and plant types including native groundcover or understory planting. Too often large trees are over pruned for vistas and the native understory removed or cleared. Thus - good to allow small trees to grow up to someday replace the existing large canopy along with saving the native groundcover and understory plants.

Note - the Casco Heights site contains a mix of existing native vegetation types, the management & landscape plan should reflect the characteristics from natural plant community types. The Pitch Pine woodland near the northeast corner is somewhat rare in Portland. See information below:

<http://www.maine.gov/dacf/mnap/features/communities/pitchpinewoodland.htm>

<http://www.maine.gov/dacf/mnap/features/communities/redoakhardwoodpineforest.htm>



D. Public Safety

Captain Chris Pirone has reviewed the preliminary plans and has submitted the following comments (Attachment 5):

Initial Fire comments:

After reviewing the plans, it appears there is no information referencing NFPA 1 requirements or City Tech Standards for Fire Department.

Hydrant locations.

Fire Department Connections for building locations.

Access to buildings that include widths of roads and distances from structures to roadways.

Drawings showing the largest Portland fire Department vehicle navigating in and out of the site.

Exit-ways from the structures to a safe meeting area in case of emergency.

Provide the addressing scheme of the site and buildings.

In a follow-up conversation, Captain Pirone clarified that a second means of access is not required for the site, since the structures will be sprinkled. His other comments above identify the additional information and requirements that would need to be addressed during development review.

The site includes significant ledge outcroppings and blasting is required to construct this development. Several residents have raised concerns about blasting and the impacts on adjoining homes. The City of Portland has a blasting ordinance and regulations that are contained in the Technical Manual, which are attached as Attachments 6 and 7. The Fire Department reviews blasting plans at the development review stage and separate blasting permits are required.

E. Building Design

The buildings proposed under the original conditional rezoning agreement were up to 100 feet in height and had a smaller footprint. Parking was provided under those buildings and there was surface parking in front of the buildings and at the rear.

The revised plans reduce the building height with a maximum of 75 feet with parking in the base level. The revised building elevations show a building height of roughly 60 feet and the footprints are elongated to a length of approximately 330 feet. The building façade is articulated with projecting window bays and recessed balconies. The rendering shows the use of different exterior colors to further articulate the façade. The rear elevation is shown on the Applicant's elevation plan, Plan 8. Based upon the site plan, this façade is also articulated with changes in the plane, but it is difficult to interpret from the elevation. The planning staff recommends that the applicant submit renderings of each elevation and present samples of the proposed exterior materials.

IX. NEXT STEPS

1. Provide additional and/or revised materials as requested by staff and the Planning Board;
2. Schedule a public hearing on the amended agreement

X. ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. Adopted Agreement 2005 with attachments
2. Planning Board Report to City Council
3. Article VIII Regulation of Explosive
4. Technical Manual – Blasting Regulations

APPLICANT'S SUBMITTALS

- A. Table of Contents
- B. Cover Letter
- C. Application
- D. Redlined Rezoning Agreement
- E. Proposed Amended Rezoning Agreement
- F. Conformance with Comprehensive Plan
- G. Conformance with R-5a zoning
- H. Right Title and Interest

PUBLIC COMMENT

- PC-1. Applicant's Neighborhood Meeting Packet, meeting held on April 21, 2014
PC-2. Email from Mark Lourie, April 21 and 23, 2014
PC-3. Email from Roberta Loring, April 29, 2014

PLANS

- Plan 1 Overall Site Plan
Plan 2 Illustrative Site Plan- accessway
Plan 3 Illustrative Site Plan- building and parking
Plan 4 Boundary Survey 1

Plan 5 Boundary Survey 2
Plan 6 Layout and zone line
Plan 7 Casco Heights plan 4-30-14
Plan 8 Building Elevations
Plan 9 Casco Heights Rendering

Order 67 – 04/05

Given first reading 9/20/04

Postponed on 10/4/04

Public Hearing and Passage 10/18/04 7-1 (Smith abstaining, O'Donnell opposed)

NATHAN H. SMITH (MAYOR)(3)

WILLIAM R. GORHAM (1)

KAREN A. GERAGHTY (2)

CHERYL A. LEEMAN (4)

JAMES I. COHEN (5)

CITY OF PORTLAND

IN THE CITY COUNCIL

PETER E. O'DONNELL (A/L)

JAMES F. CLOUTIER(A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

ORDER AUTHORIZING AMENDMENT TO CITY CODE SEC. 14-49 (ZONING MAP AMENDMENT) RE: CONDITIONAL REZONING FOR 802-828 OCEAN AVENUE

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

CONDITIONAL ZONE AGREEMENT GRAVES HILL LAND COMPANY, LLC

This Agreement made this _____ day of _____, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "**GRAVES HILL** ").

WITNESSETH:

WHEREAS, GRAVES HILL owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, GRAVES HILL proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate

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with a larger trail system; and

WHEREAS, GRAVES HILL has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

it is necessary and appropriate to impose with **GRAVES HILL**'s agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on _____, 200_, by City Council Order No. _____, a true copy of which is attached hereto as Attachment 1; and

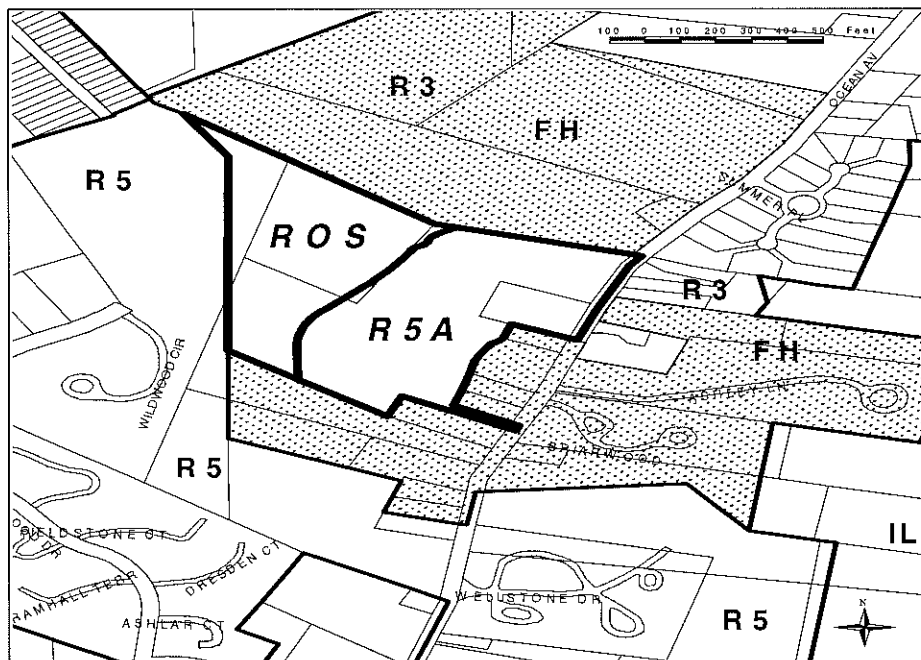
WHEREAS, GRAVES HILL has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert

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to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the

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residents of the PRUD; and

- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The

easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this

Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 49

**Maximum number of buildings containing
residential dwelling units:** 2

Maximum building height: 100 feet, as measured per zoning ordinance,
and in accordance with the plans attached hereto and in accordance with the location on the site

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

plan

Parking: Minimum of 2 spaces per unit plus 28 visitor spaces, half in Phase I and half in Phase II

Minimum recreation open space area: Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property,

generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

GRAVES HILL LAND COMPANY, LLC

By: _____
Diane Doyle
Its Manager

STATE OF MAINE
CUMBERLAND, SS.

_____, 200_

Then personally appeared the above-named Diane Doyle, Manager of **GRAVES HILL LAND COMPANY, LLC** as aforesaid, and acknowledged the foregoing instrument to be her

free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

Notary Public/Attorney-at-Law

Printed name: _____

My Commission Expires: _____

CHESTER & VESTAL

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

EDWIN P. CHESTER
BARBARA A. VESTAL
STEVEN M. CAREY

107 Congress Street
Portland, Maine 04101
Telephone (207) 772-7426
Fax (207) 761-5822
E-mail: nchester@maine.rr.com
vestal@maine.rr.com
smcarey@maine.rr.com

NOV 12 2004

November 12, 2004

HAND DELIVERED

Penny Littel, Esq.
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Conditional Zone Agreement, Graves Hill Land Company, LLC

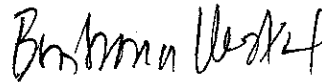
Dear Penny:

Enclosed is a copy of the Conditional Zone Agreement which was executed by Graves Hill Land Company, LLC on November 8, 2004, together with the Council Order (Attachment 1) and reduced, black/white copies of Exhibits 1-4 which were attached to the Agreement when it was submitted to the City Council for public hearing on October 18, 2004. The original Conditional Zone Agreement (including Attachment and Exhibits) was recorded on November 10, 2004 at 2:02 p.m. in Cumberland County Registry of Deeds Book 21999, Page 113.

As agreed, also enclosed for your records are the full size, 11" x 17" and/or color pages which were submitted to the Council as Exhibits 1-4.

Please contact me if anything further is required at this time. Thank you for your assistance throughout this phase of the process.

Very truly yours,



Barbara A. Vestal

BAV/om
Enclosures
dc: Diane Doyle, Graves Hill Land Company, LLC

Official Receipt for Recording in:

Cumberland County Registry Of Deeds
142 Federal Street
PORTLAND, MAINE 04101

Issued To:
CHESTER & VESTAL
107 CONGRESS STREET
PORTLAND ME 04101-

Recording Fees

Document Description	Number	Volm	Page	Recording Amount
MORTGAGE	88949	21999	113	\$61.00
1-GRAVES HILL LAND CO LLC				
02:02:30p				
				\$61.00

Collected Amounts

Payment Type	Check Number	Amount
CHECK	144	\$61.00
		\$61.00

Total Received :	\$61.00
Less Total Recordings:	\$61.00
Change Due :	\$0.00

Thank You
JOHN B OBRIEN - Register of Deeds
By - Monica Bouchie

Receipt# Date Time
0185173 11/10/2004 02:02p

**CONDITIONAL ZONE AGREEMENT
GRAVES HILL LAND COMPANY, LLC**

This Agreement made this 8th day of November, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "**GRAVES HILL**").

WITNESSETH:

WHEREAS, GRAVES HILL owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, GRAVES HILL proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

WHEREAS, GRAVES HILL has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

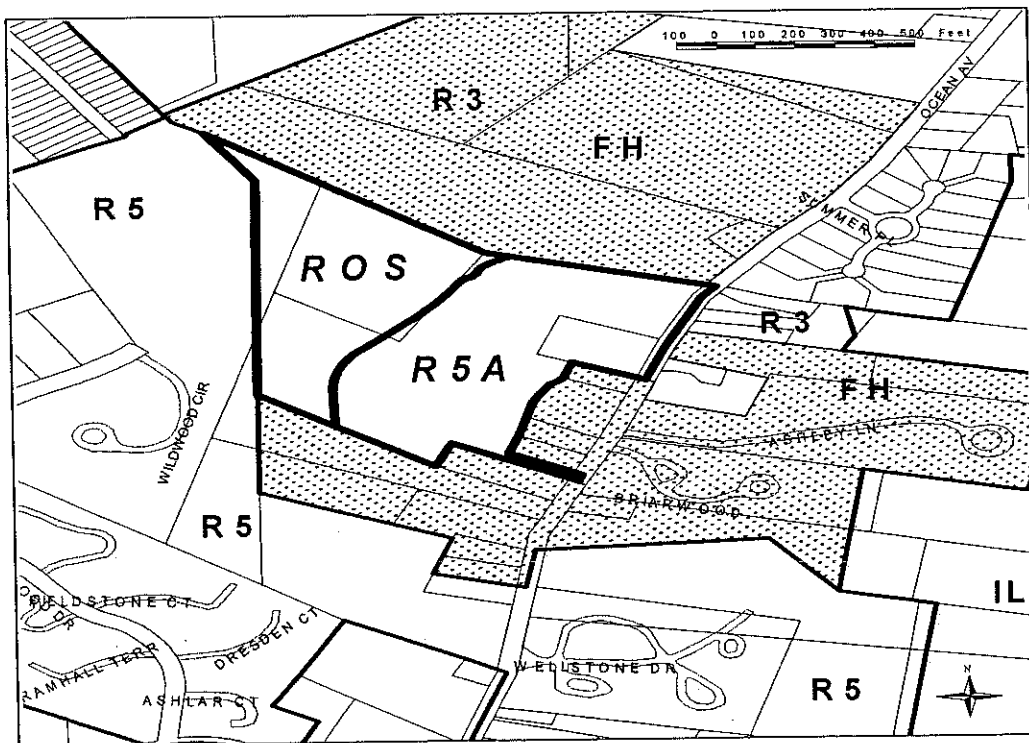
it is necessary and appropriate to impose with **GRAVES HILL**'s agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on October 18, 2004, by City Council Order No.67 – 04/05, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, **GRAVES HILL** has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and
- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by

blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site

have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual

condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 49

Maximum number of buildings containing residential dwelling units: 2

Maximum building height: 100 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location of the site plan

Parking: Minimum of 2 spaces per unit plus 28 visitor spaces, half in Phase I and half in Phase II

Minimum recreation open space area: Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. An public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any por-

tion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

Brianne V. Vorkel

GRAVES HILL LAND COMPANY, LLC

By: [Signature]
Diane Doyle
Its Manager

STATE OF MAINE
CUMBERLAND, SS.

November 8, 2004

Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

Barbara A. Vezina

~~Notary Public~~/Attorney-at-Law

Printed name: Barbara A. Vezina

My Commission Expires: _____

ATTACHMENT 1

Order 67 – 04/05

Given first reading 9/20/04

Postponed on 10/4/04

Public Hearing and Passage 10/18/04 7-1 (Smith abstaining, O'Donnell opposed)

NATHAN H. SMITH (MAYOR)(3)

WILLIAM R. GORHAM (1)

KAREN A. GERAGHTY (2)

CHERYL A. LEEMAN (4)

JAMES I. COHEN (5)

CITY OF PORTLAND
IN THE CITY COUNCIL

PETER E. O'DONNELL (A/L)

JAMES F. CLOUTIER (A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

ORDER AUTHORIZING AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING MAP AMENDMENT)
RE: CONDITIONAL REZONING FOR 802-828 OCEAN AVENUE

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

CONDITIONAL ZONE AGREEMENT
GRAVES HILL LAND COMPANY, LLC

This Agreement made this _____ day of _____, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "**GRAVES HILL** ").

WITNESSETH:

WHEREAS, GRAVES HILL owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, GRAVES HILL proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

WHEREAS, GRAVES HILL has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

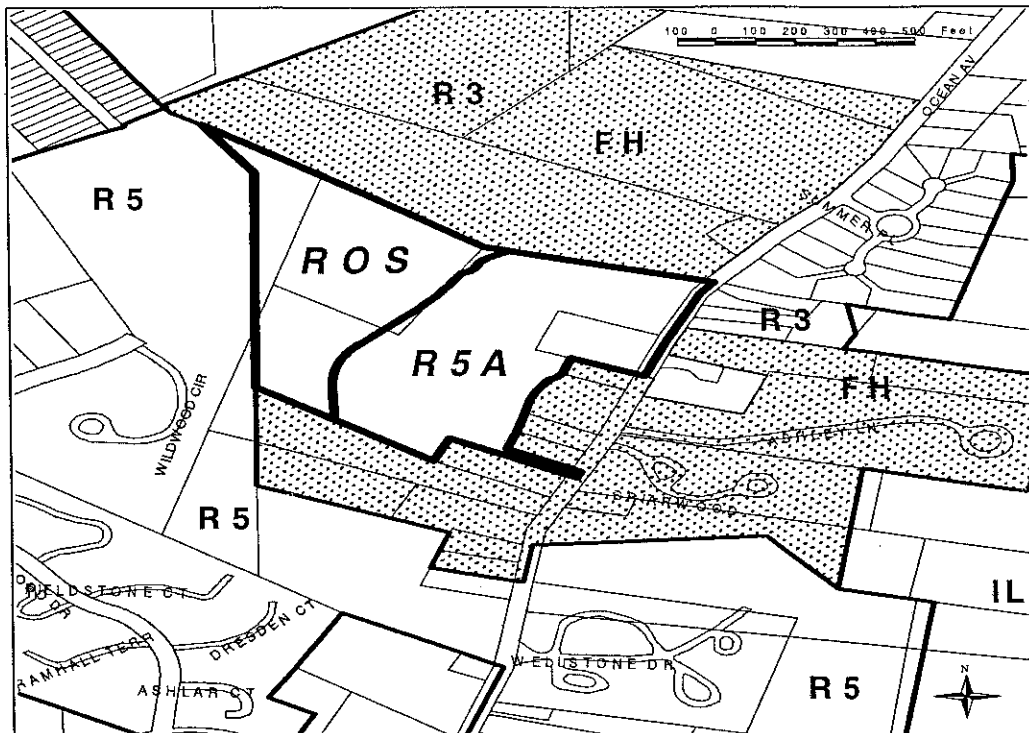
it is necessary and appropriate to impose with **GRAVES HILL's** agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on _____, 200__, by City Council Order No. _____, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, GRAVES HILL has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and

- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking

dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds

equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 49

**Maximum number of buildings containing
residential dwelling units:** 2

Maximum building height: 100 feet, as measured per zoning ordinance,
and in accordance with the plans attached hereto and in accordance with the location on the site
plan

Parking: Minimum of 2 spaces per unit plus 28 visitor
spaces, half in Phase I and half in Phase II

Minimum recreation open space area: Outdoor passive recreation in the form of

pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY**'s zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the

request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

GRAVES HILL LAND COMPANY, LLC

By: _____
Diane Doyle
Its Manager

STATE OF MAINE
CUMBERLAND, SS.

_____, 200_

Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her

free act and deed in her said capacity and the free act and deed of said limited liability company.

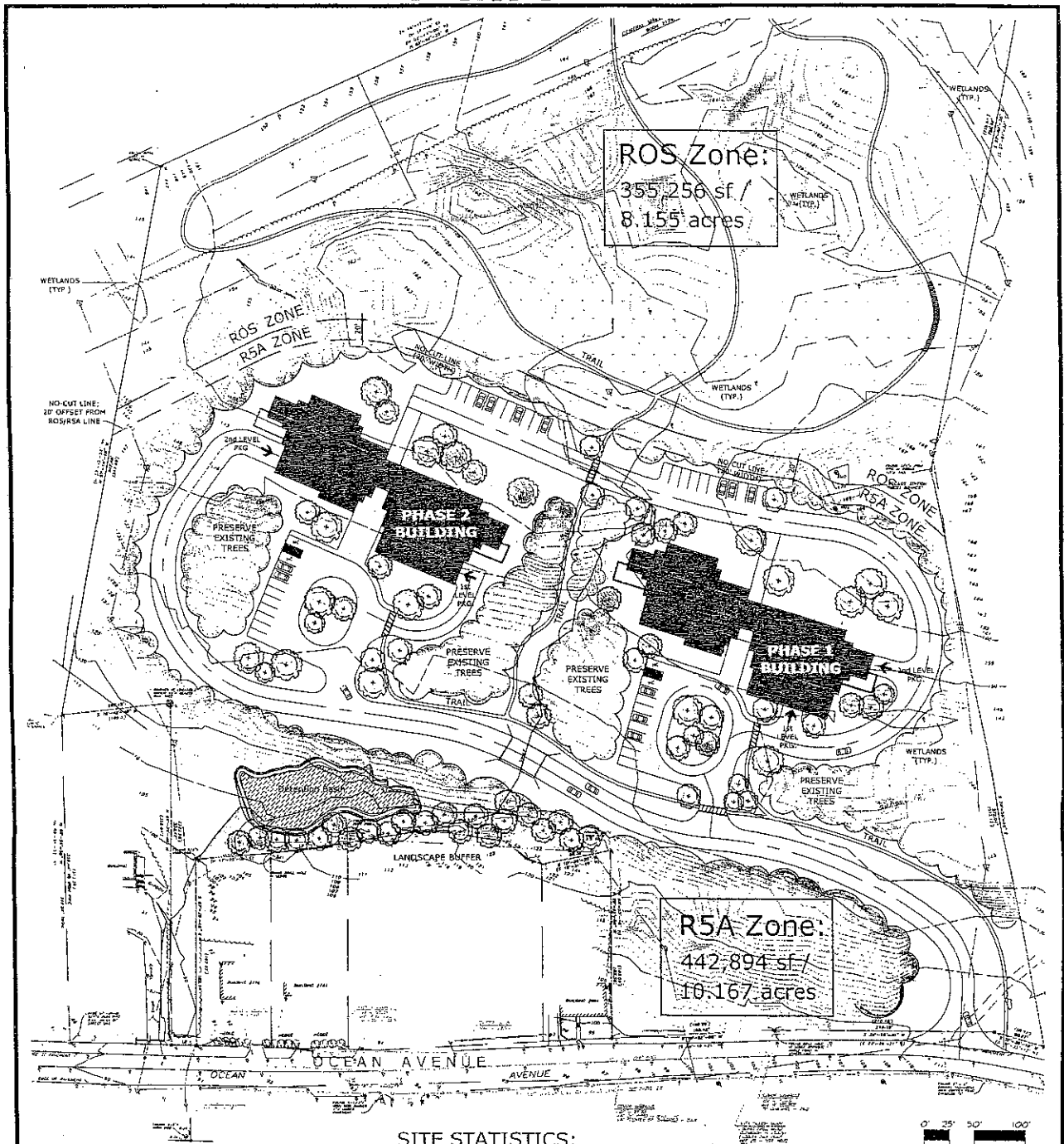
Before me,

Notary Public/Attorney-at-Law

Printed name: _____

My Commission Expires: _____

EXHIBIT 1



NOTES:

1. ALL TOPOGRAPHIC INFORMATION AND EXISTING BASE INFORMATION EXCEPT WETLANDS BOUNDARIES PROVIDED BY DOW & COULOMBE SURVEYORS.
2. UTILITY INFORMATION SHOWN IS APPROXIMATE ONLY.
3. PROPOSED ELEVATIONS AND PERCENT SLOPES INDICATED ON PLAN ARE TO PROVIDE GENERAL INFORMATION REGARDING
4. EXISTING AND PROPOSED CONDITIONS AND RELATIONSHIPS.
5. WETLANDS BOUNDARIES SHOWN ARE FOR PLANNING PURPOSES ONLY AND WILL REQUIRE FIELD VERIFICATION.

SITE STATISTICS:

Site Size: Gross area: 798,150 s.f. / 18.323 acres
 Zone ROS: 355,256 sf / 8.155 acres
 Zone R5A: 442,894 sf / 10.167 acres
 Net Land Area: 434,622 s.f. / 9.978 acres
 Frontage: 445 L.F.
 Impervious Surface Ratio: 0.16

Number of Units:
 Phase 1: 49
 Phase 2: 49
 Gross Density: 5.3 Units/Acre
 Net Density: 9.8 Units/Acre

Roadway Ownership: Private
 Linear Feet of Roadway: 2,656 L.F.
 Roadway Width: 24 feet

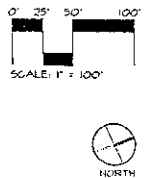
Total Number of Parking Spaces: 224 spaces
 Phase 1: 112 spaces
 Phase 2: 112 spaces

Parking Spaces within Parking Structure:
 Phase 1: 90 spaces
 Phase 2: 20 spaces

Surface Parking Spaces:
 Phase 1: 22 spaces
 Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,230 s.f.
 Projected Site Disturbance: 3.4 Acres

Trail:
 Zone ROS: 2,855 lf
 Zone R5A: 1,170 lf
 Total Trail: 4,025 lf



Preliminary Site Plan: Zone Identification

GRAVES HILL

Portland, Maine

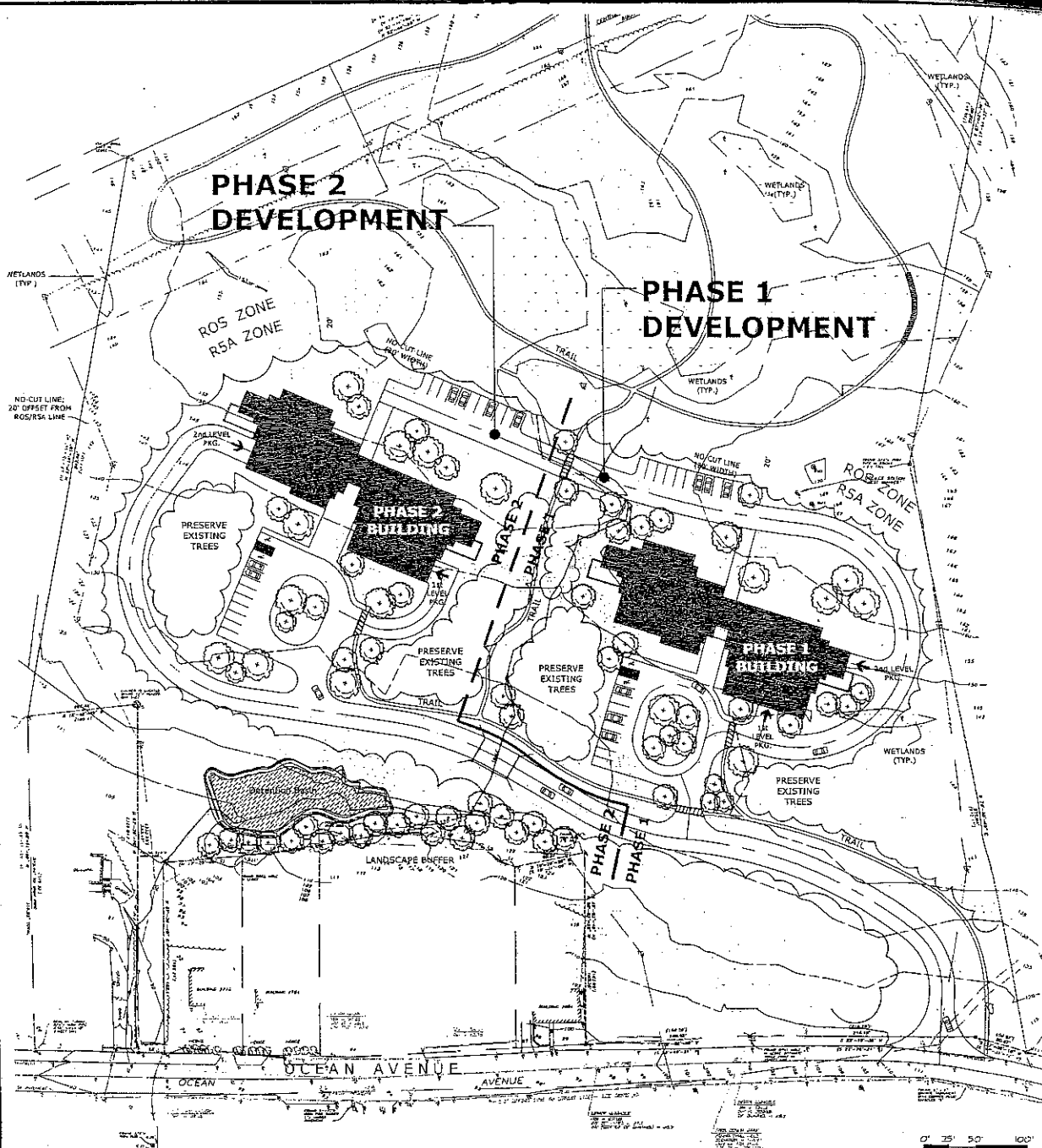
Developer: GRAVES HILL LAND COMPANY
 150 Main Street
 Scarborough, Maine
 tel: 207.286.1191

Architect: Scott Simons Architects
 75 York Street
 Portland, Maine 04101
 tel: 207.772.4656

Landscape Architect: Richardson & Associates
 Landscape Architects
 PO Box 426
 176 Main Street
 Scarborough, Maine 04072
 tel: 207.286.9291

Civil Engineer: BH2M
 Consulting Engineers
 28 State Street
 Durham, Maine
 tel: 207.470.7371

MARCH 25, 2004
 REVISED MAY 14, 2004
 REVISED JUNE 1, 2004
 REVISED JUNE 14, 2004
 REVISED JULY 8, 2004
 REVISED AUGUST 18, 2004



NOTES:

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 Net Density: 9.8 Units/Acre

Roadway Ownership: Private
 Linear Feet of Roadway: 2,656 L.F.
 Roadway Width: 24 feet

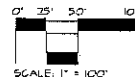
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 Phase 1: 22 spaces
 Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,730 s.f.
 Projected Site Disturbance: 3,645 Acres

Trail:
 Zone ROS: 2,855 L.F.
 Zone RSA: 1,170 L.F.
 Total Trail: 4,025 L.F.



Preliminary Site Plan: Phasing Identification

GRAVES HILL

Portland, Maine

Developer: GRAVES HILL LAND COMPANY
 110 Main Street
 Saco, Maine
 tel 207.286.1151

Architect: Scott Simons Architects
 75 York Street
 Portland, Maine 04101
 tel 207.722.4656

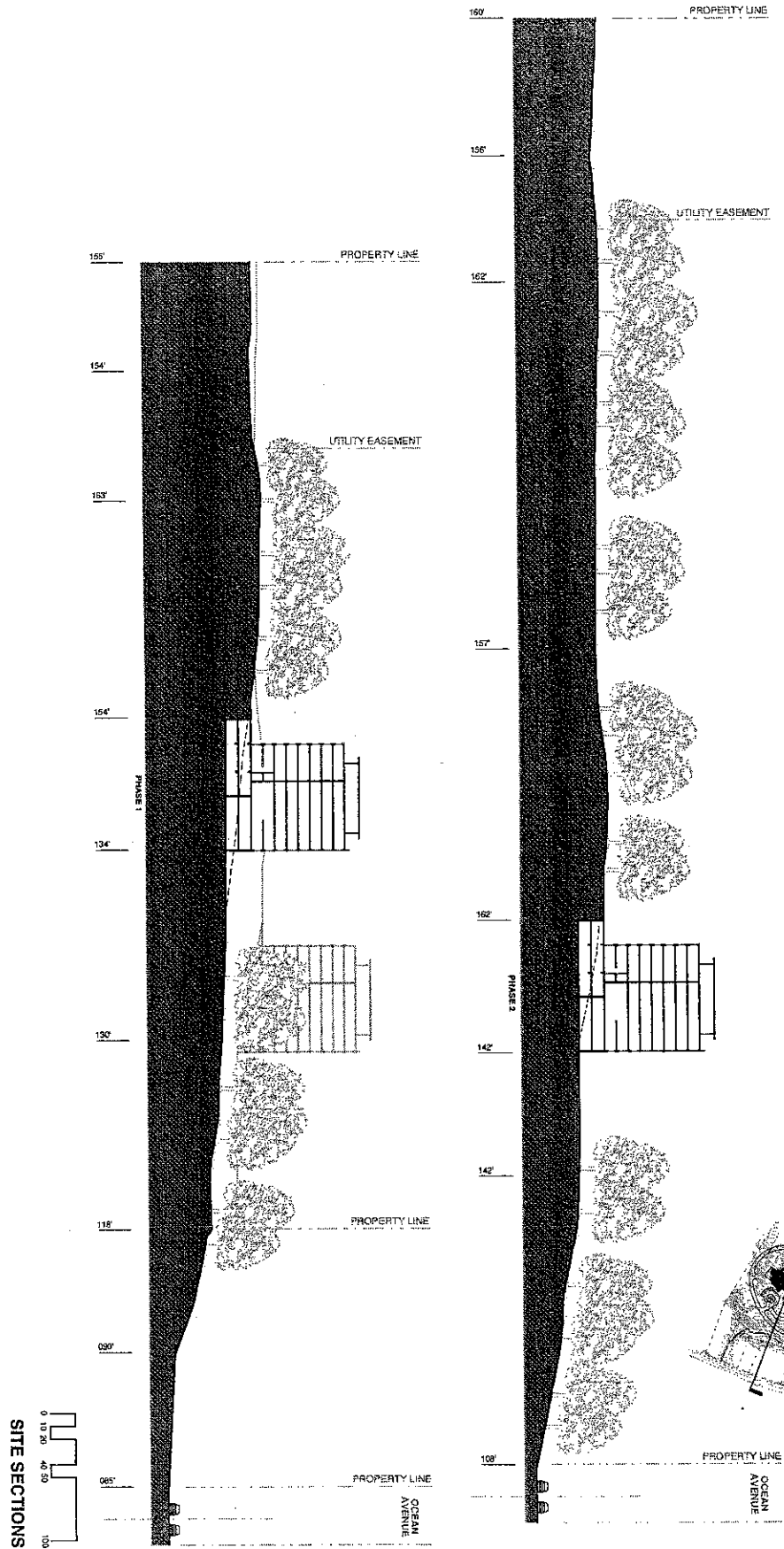
Landscape Architect: Richardson & Associates
 Landscape Architects
 PO Box 426
 176 Main Street
 Saco, Maine 04072
 tel 207.286.9291

Civil Engineer: BHZM
 Consulting Engineers
 28 State Street
 Portland, Maine
 tel 207.535.2771

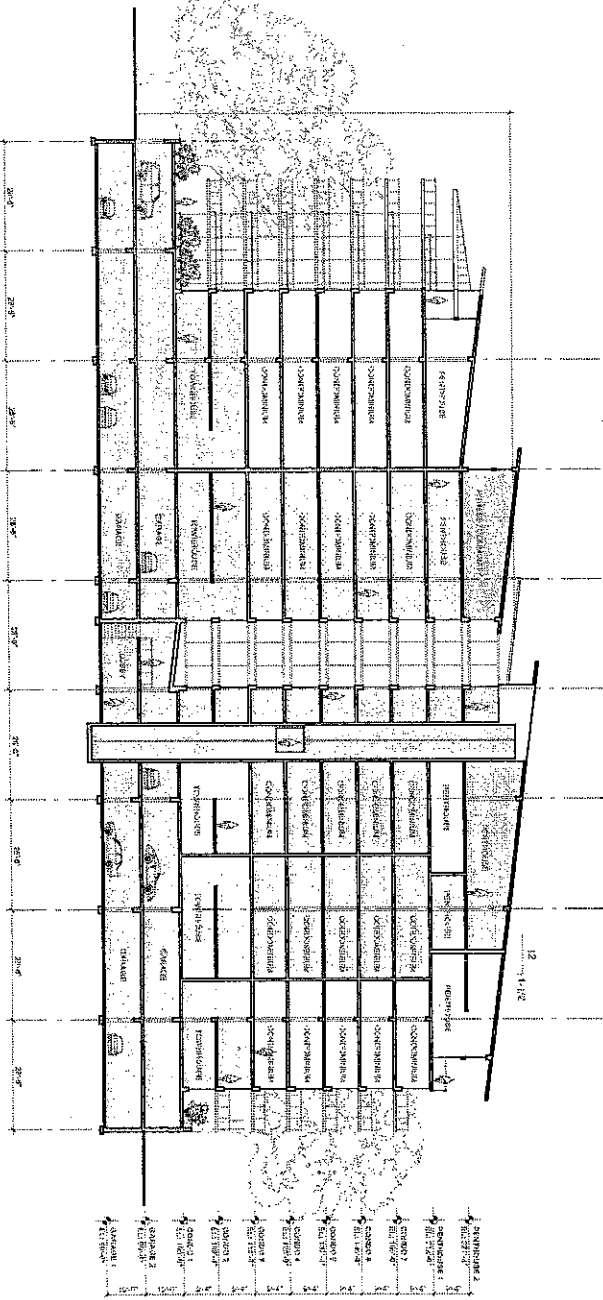
MARCH 25, 2004
 REVISED MAY 14, 2004
 REVISED JUNE 1, 2004
 REVISED JUNE 14, 2004
 REVISED JULY 6, 2004
 REVISED AUGUST 16, 2004

EXHIBIT 3

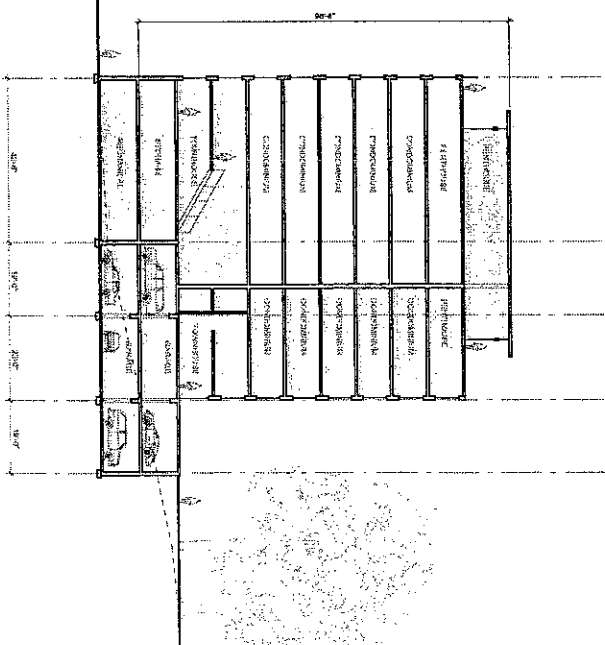
GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



S-N BUILDING SECTION



E-W BUILDING SECTION



BUILDING SECTIONS

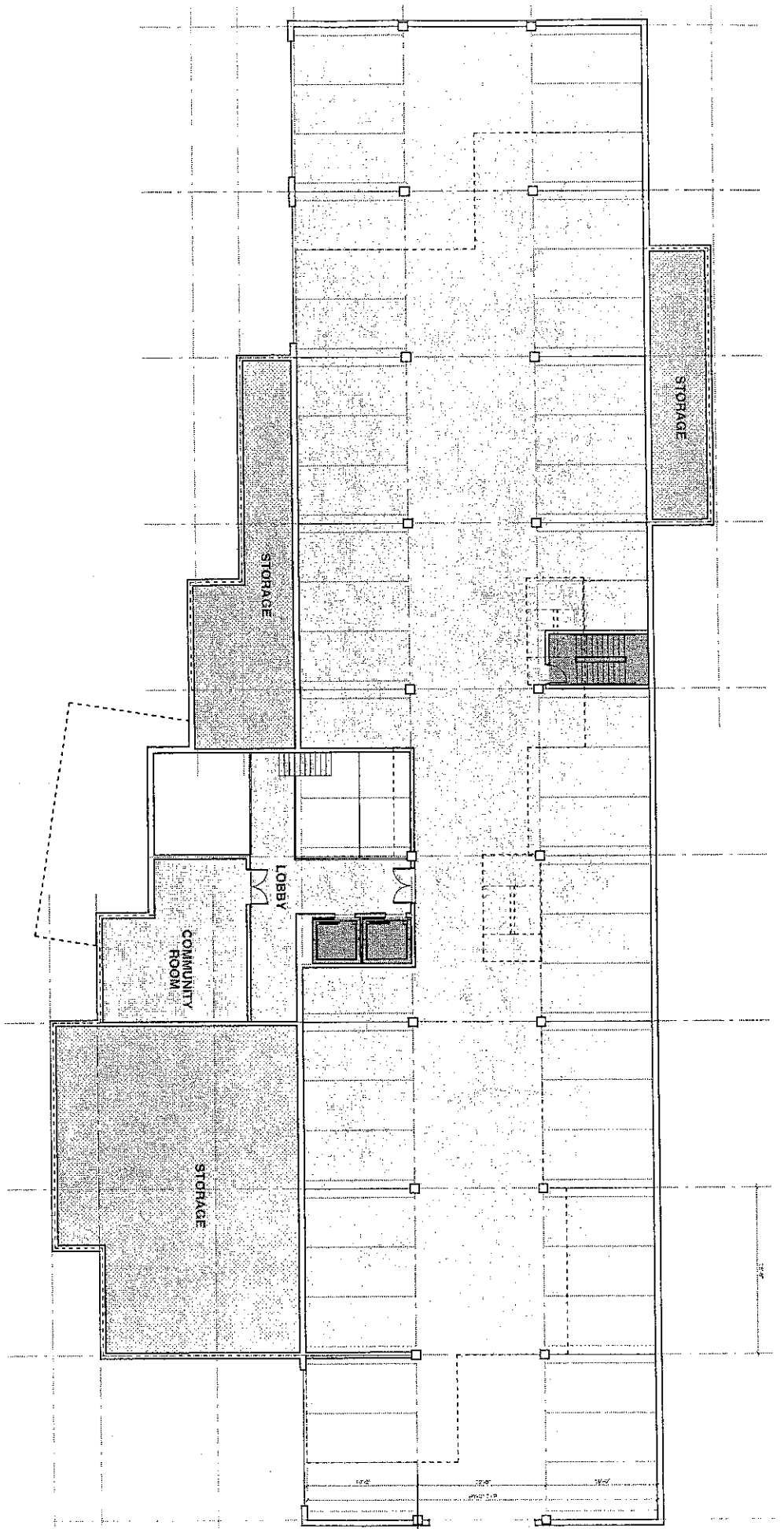
GRAVES HILL
OCEAN AVENUE
PORTLAND, ME

This architectural floor plan depicts a building with a complex layout. The plan includes several labeled rooms: a large **MECHANICAL ROOM** on the left, an **OFFICE** and **LOBBY** in the center, a **SKI ROOM** and **REST ROOM** on the right, and a **RAVINE HOUSE** at the bottom. A **MAIL ROOM** is located near the lobby. Two **STORAGE** areas are shown, one at the top and one on the right. A **GARAGE ENTRANCE** is marked with an arrow at the bottom left. The building is surrounded by a parking lot with numerous spaces, and a landscaped area with trees and a path is on the left. A north arrow is located in the upper right corner.



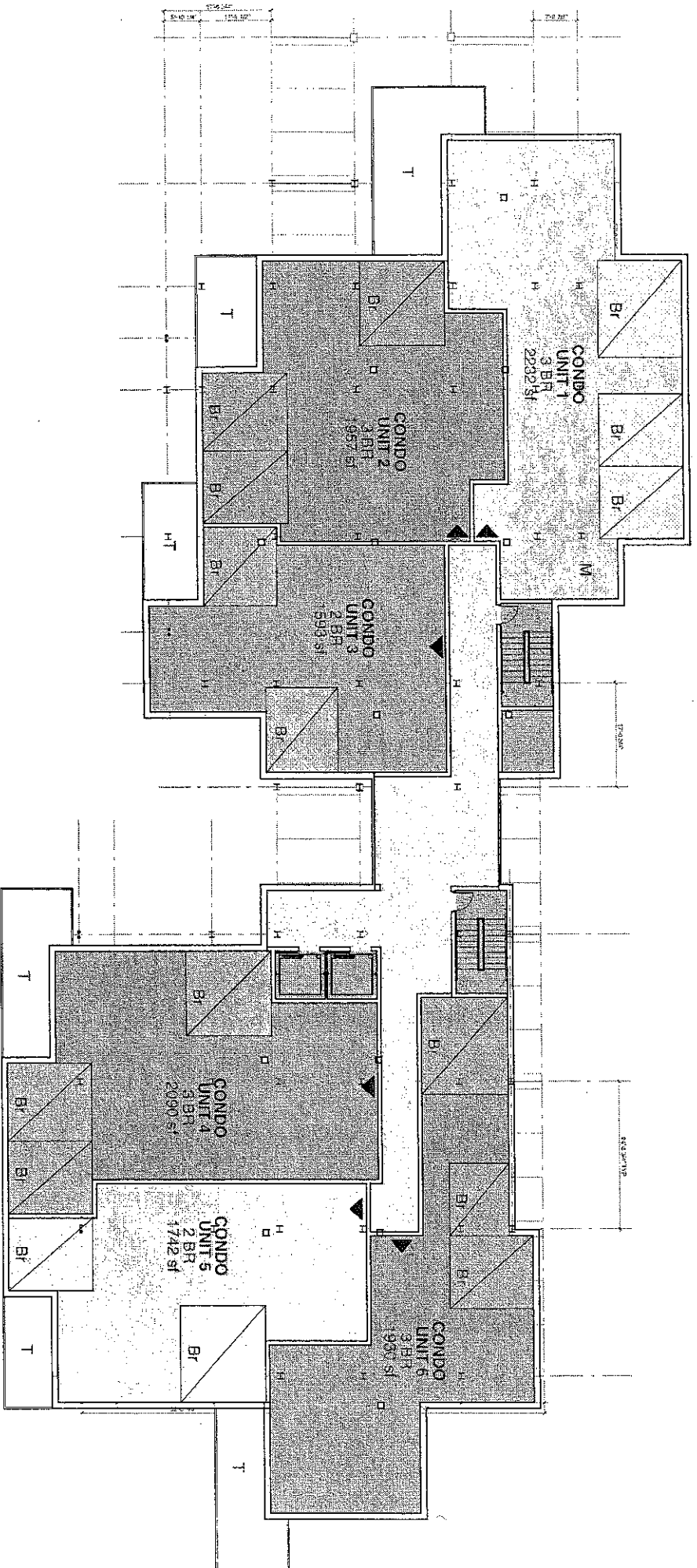
Scott Simons Architects

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



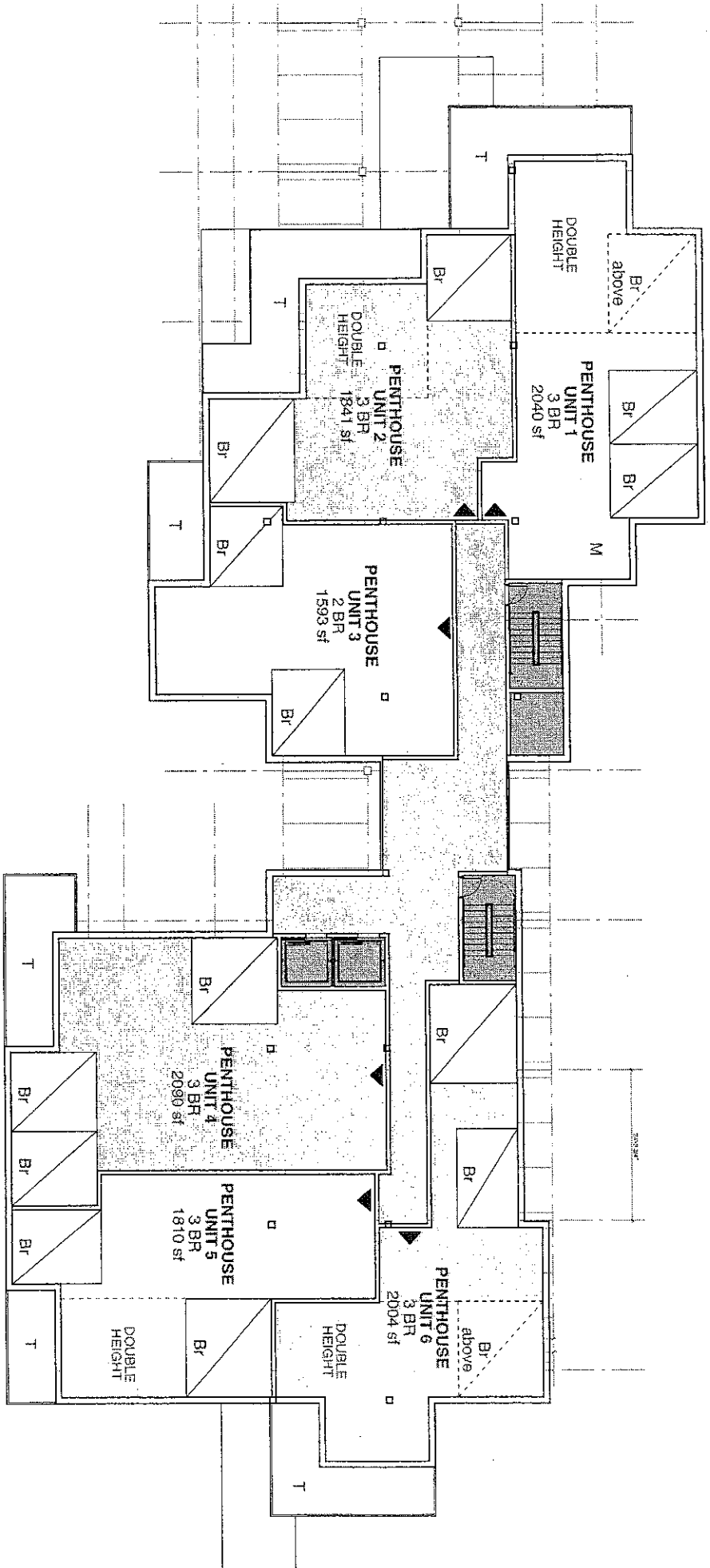
FLOOR 02: COMMUNITY ROOM & GARAGE

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



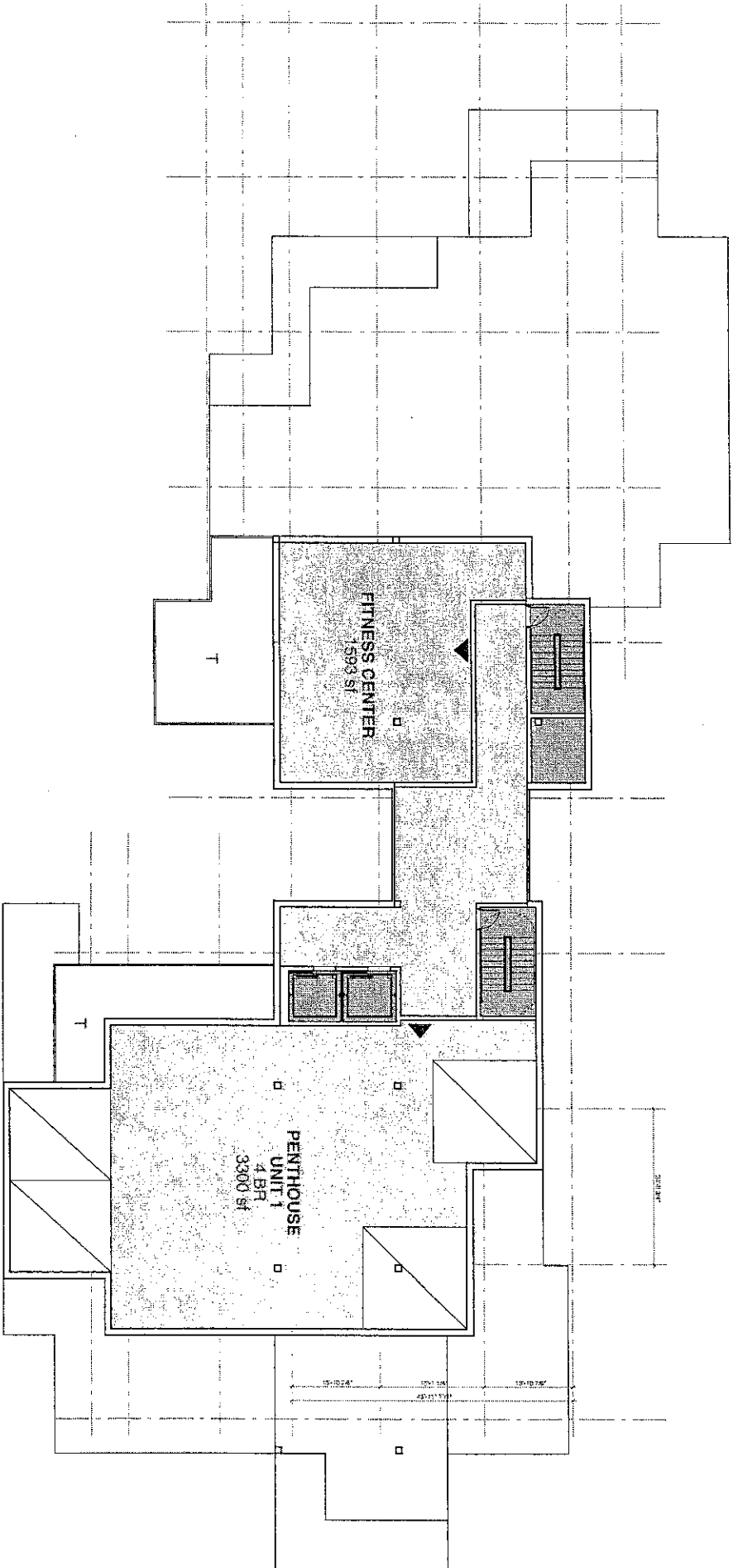
FLOOR 03-09: TYPICAL CONDOMINIUM
 14,510 SF TOTAL

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



FLOOR 10: PENTHOUSE
 13,405 SF TOTAL

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



FLOOR 11: PENTHOUSE
6,653 SF TOTAL

EXHIBIT 4



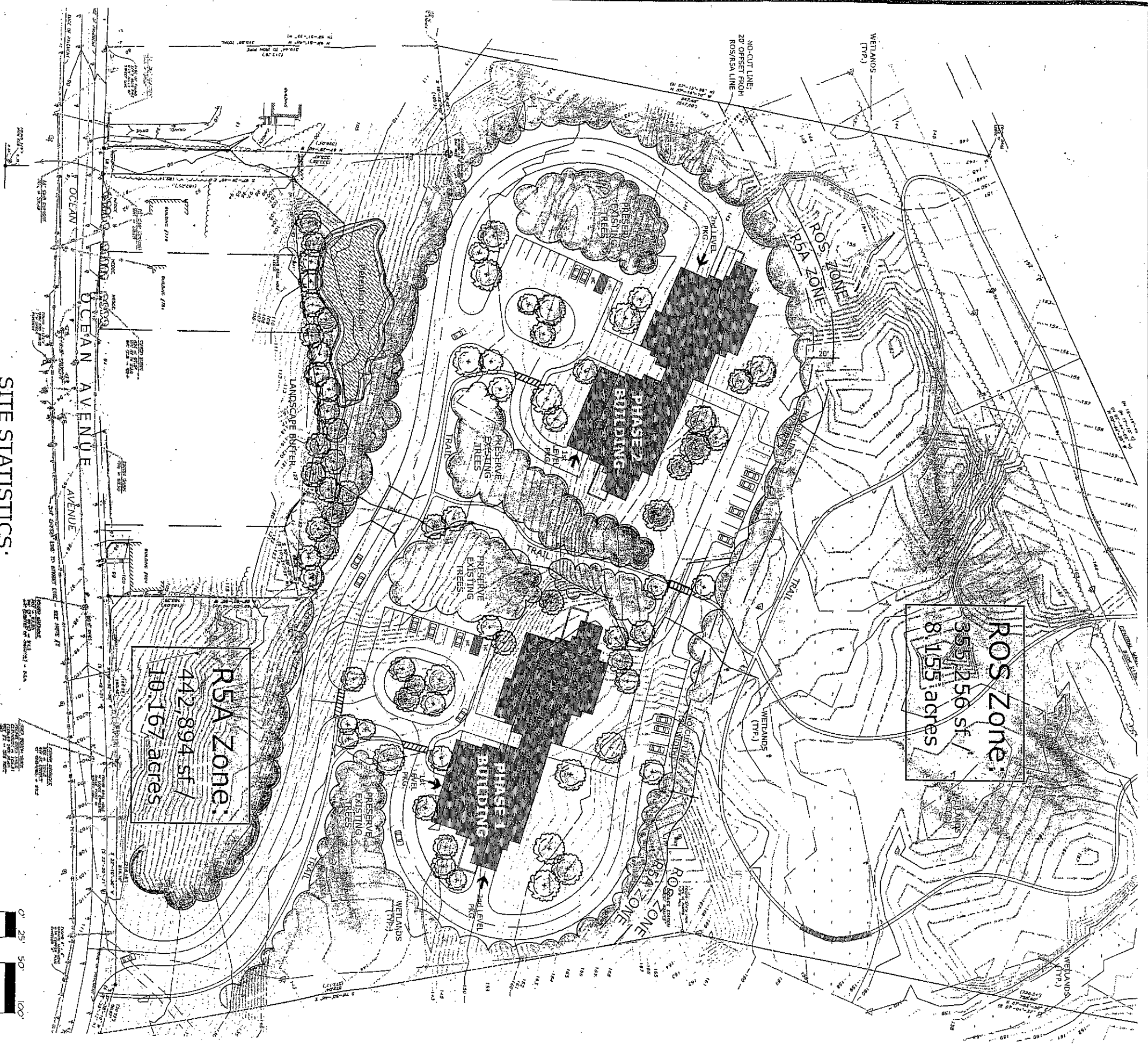
Submitted to
PORTLAND PLANNING BOARD
AUGUST 17, 2004

GRAVES HILL LAND COMPANY, LLC
Diane Doyle 207.286.1151

SCOTT SIMONS ARCHITECTS
Scott Simons 207.772.4656

RICHARDSON & ASSOCIATES
Todd Richardson 207.286.9291

BH2M
Les Berry 207.839.2771



NOTES:

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Phase 1: 22 spaces
Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,230 s.f.
Projected Site Disturbance: 3.4 Acres

Trail:
Zone ROS: 2,855 lf
Zone RSA: 1,170 lf
Total Trail: 4,025 lf



Preliminary Site Plan: Zone Identification

GRAVES HILL

Portland, Maine

MARCH 25, 2004
REVISED MAY 14, 2004
REVISED JUNE 1, 2004
REVISED JUNE 4, 2004
REVISED JUNE 8, 2004
REVISED AUGUST 16, 2004

Developer: GRAVES HILL LAND COMPANY
110 Main Street
Saco, Maine
tel 207.286.1151

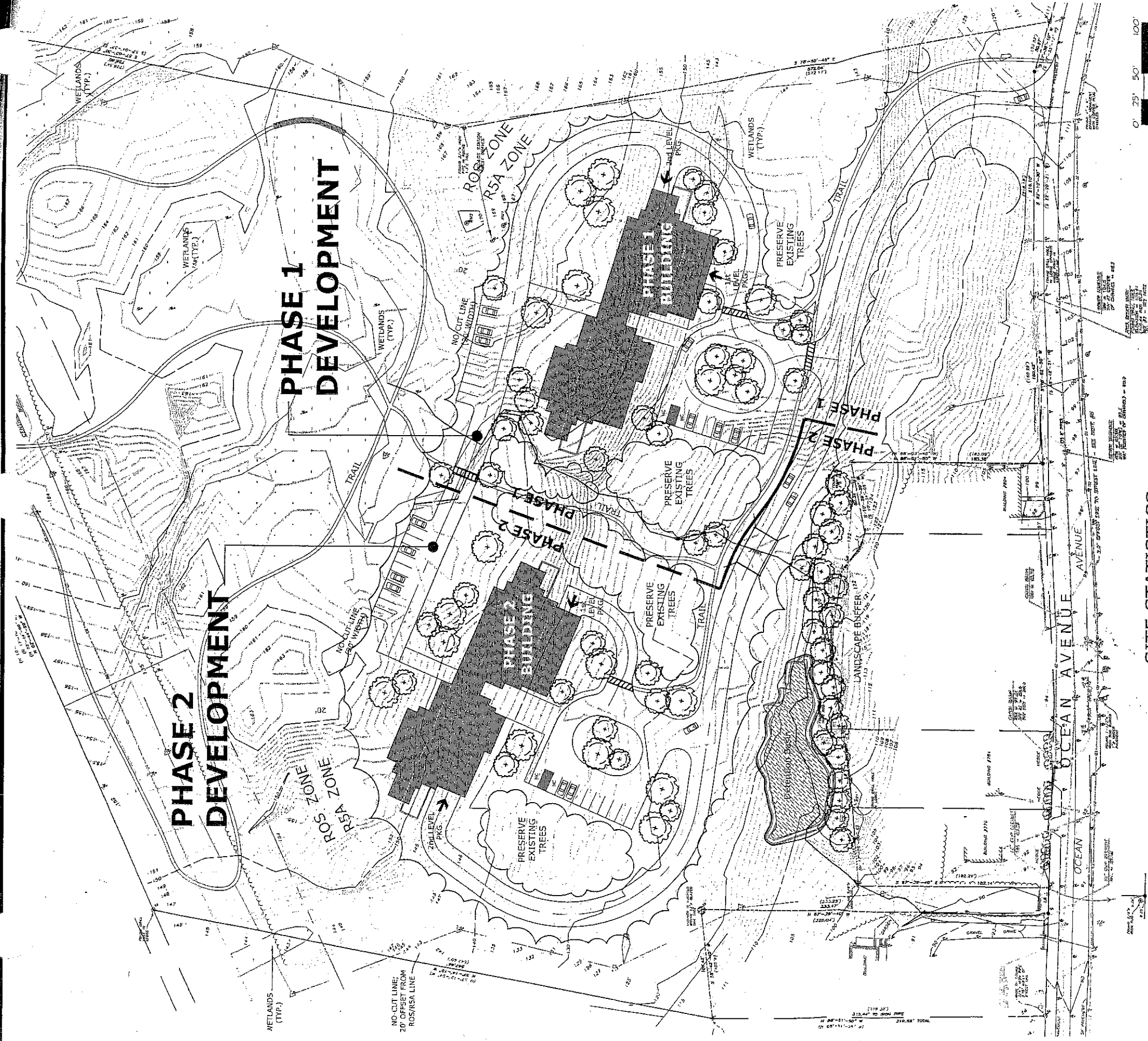
Architect: Scott Simons Architects
75 York Street
Portland, Maine 04103
tel 207.772.4556

Landscape Architect: Richardson & Associates
Landscape Architects
PO Box 426
176 Main Street
Saco, Maine 04072
tel 207.286.9291

Civil Engineer: BH2M
Consulting Engineers
28 State Street
Corryville, Maine
tel 207.859.2771

PHASE 2 DEVELOPMENT

PHASE 1 DEVELOPMENT



SITE STATISTICS:

Site Size: Gross area: 798,150 s.f. / 18.323 acres
 Zone ROS: 355,256 sf / 8.155 acres
 Zone R5A: 442,894 sf / 10.167 acres
 Net Land Area: 434,622 s.f. / 9.978 acres
 Frontage: 445 L.F.
 Impervious Surface Ratio: 0.16

Number of Units:
 Phase 1: 49
 Phase 2: 49
 Gross Density: 5.3 Units/Acre
 Net Density: 9.8 Units/Acre

Roadway Ownership: Private
 Linear Feet of Roadway: 2,656 L.F.
 Roadway Width: 24 feet

Total Number of Parking Spaces: 224 spaces
 Phase 1: 112 spaces
 Phase 2: 112 spaces

Parking Spaces within Parking Structure:
 Phase 1: 90 spaces
 Phase 2: 90 spaces

Surface Parking Spaces:
 Phase 1: 22 spaces
 Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,230 s.f.
 Projected Site Disturbance: 3,645 Acres

Trail:
 Zone ROS: 2,855 lf
 Zone R5A: 1,170 lf
 Total Trail: 4,025 lf

NOTES:

1. ALL TOPOGRAPHIC INFORMATION AND EXISTING BASE INFORMATION EXCEPT WETLANDS BOUNDARIES PROVIDED BY DOW & COULOMBE SURVEYORS.
2. UTILITY INFORMATION SHOWN IS APPROXIMATE ONLY.
3. PROPOSED ELEVATIONS AND PERCENT SLOPES INDICATED ON PLAN ARE TO PROVIDE GENERAL INFORMATION REGARDING
4. EXISTING AND PROPOSED CONDITIONS AND RELATIONSHIPS.
5. WETLANDS BOUNDARIES SHOWN ARE FOR PLANNING PURPOSES ONLY AND WILL REQUIRE FIELD VERIFICATION.

Preliminary Site Plan: Phasing Identification

GRAVES HILL

Portland, Maine

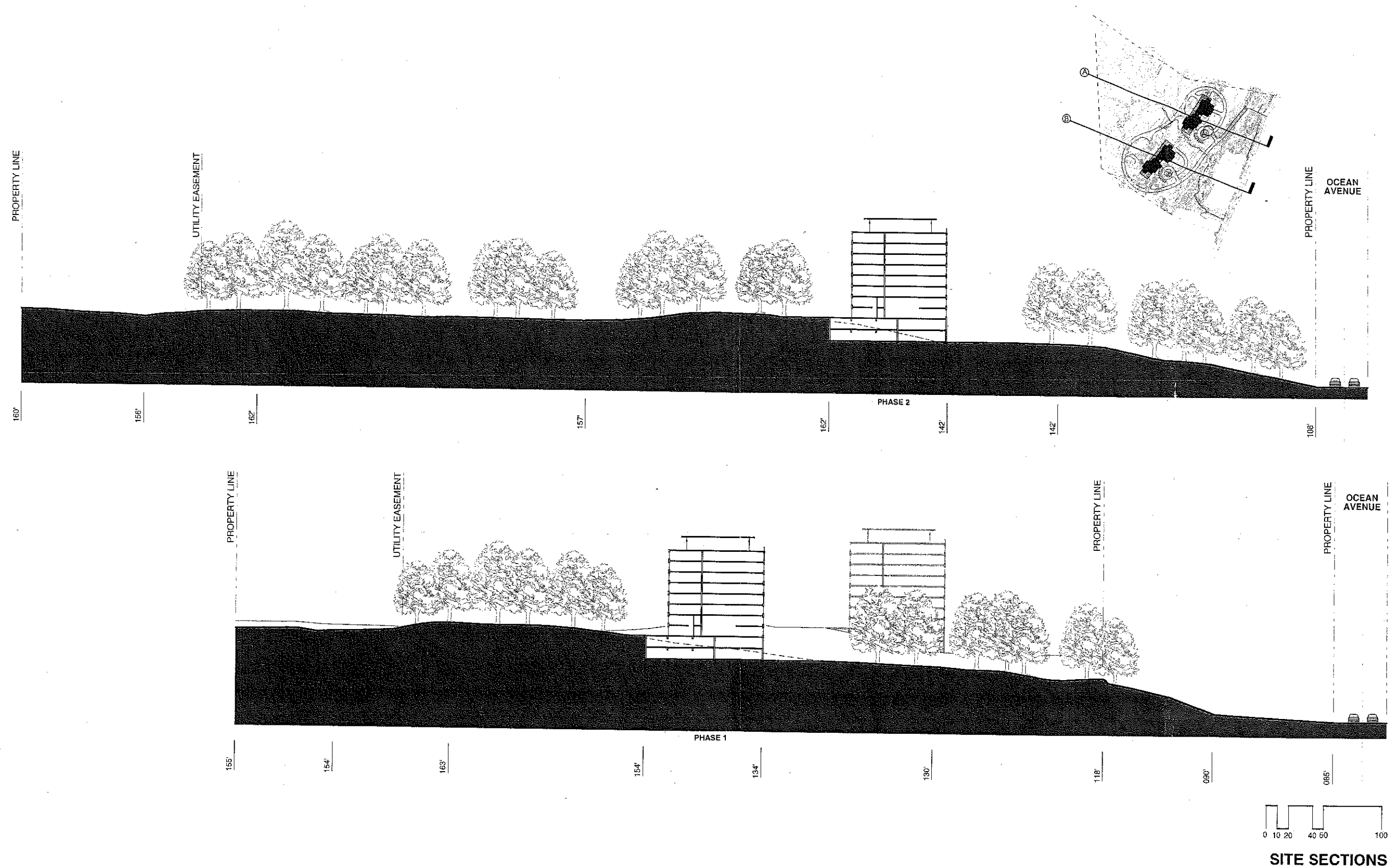
Developer: GRAVES HILL LAND COMPANY
 110 Main Street
 Saco, Maine
 tel 207.286.1151

Architect: Scott Simons Architects
 75 York Street
 Portland, Maine 04101
 tel 207.772.4656

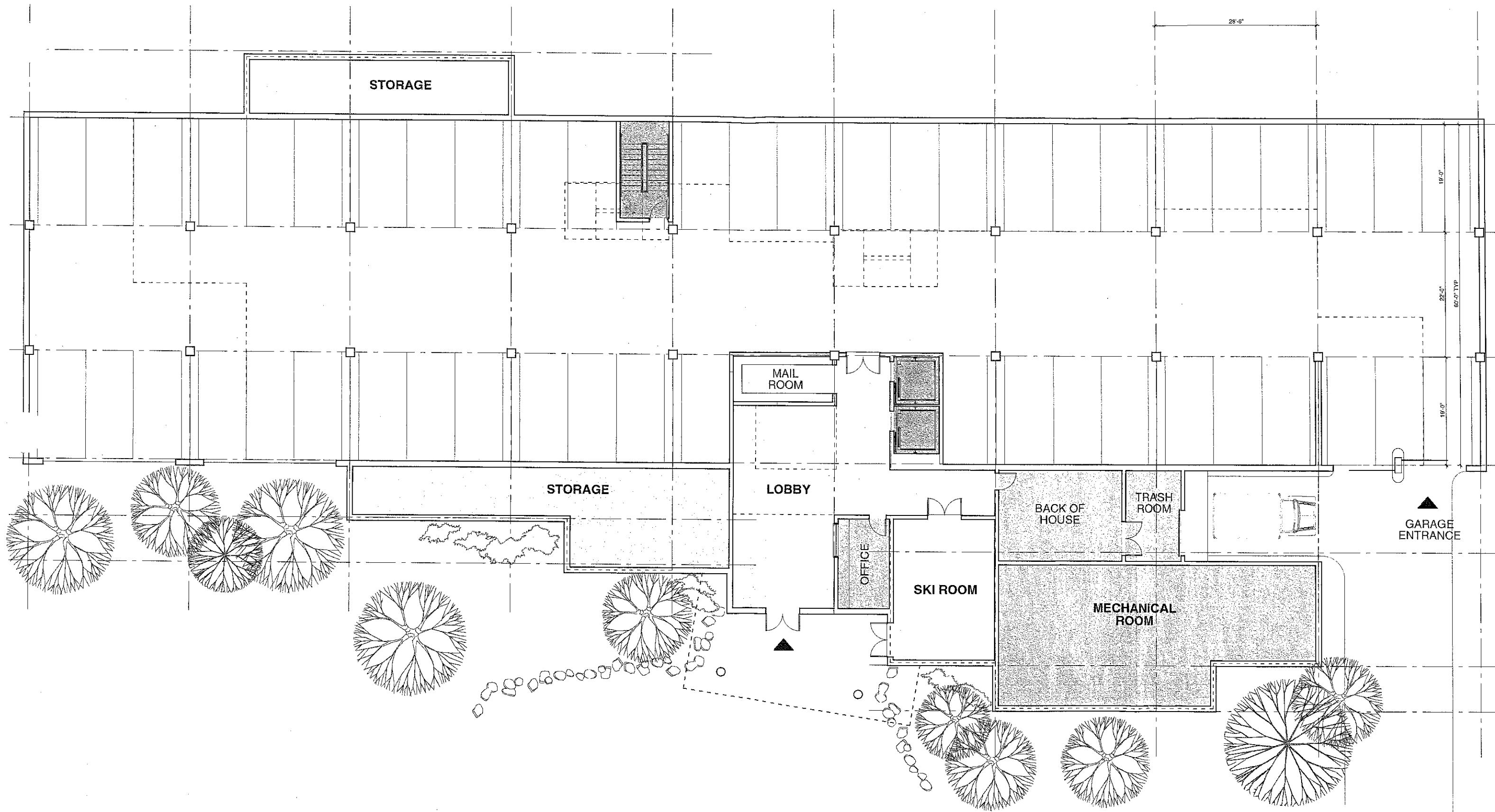
Landscape Architect: Richardson & Associates
 Landscape Architects
 PO Box 426
 176 Main Street
 Saco, Maine 04072
 tel 207.286.9291

Civil Engineer: BHZM
 Consulting Engineers
 28 State Street
 Gorham, Maine
 tel 207.859.2771

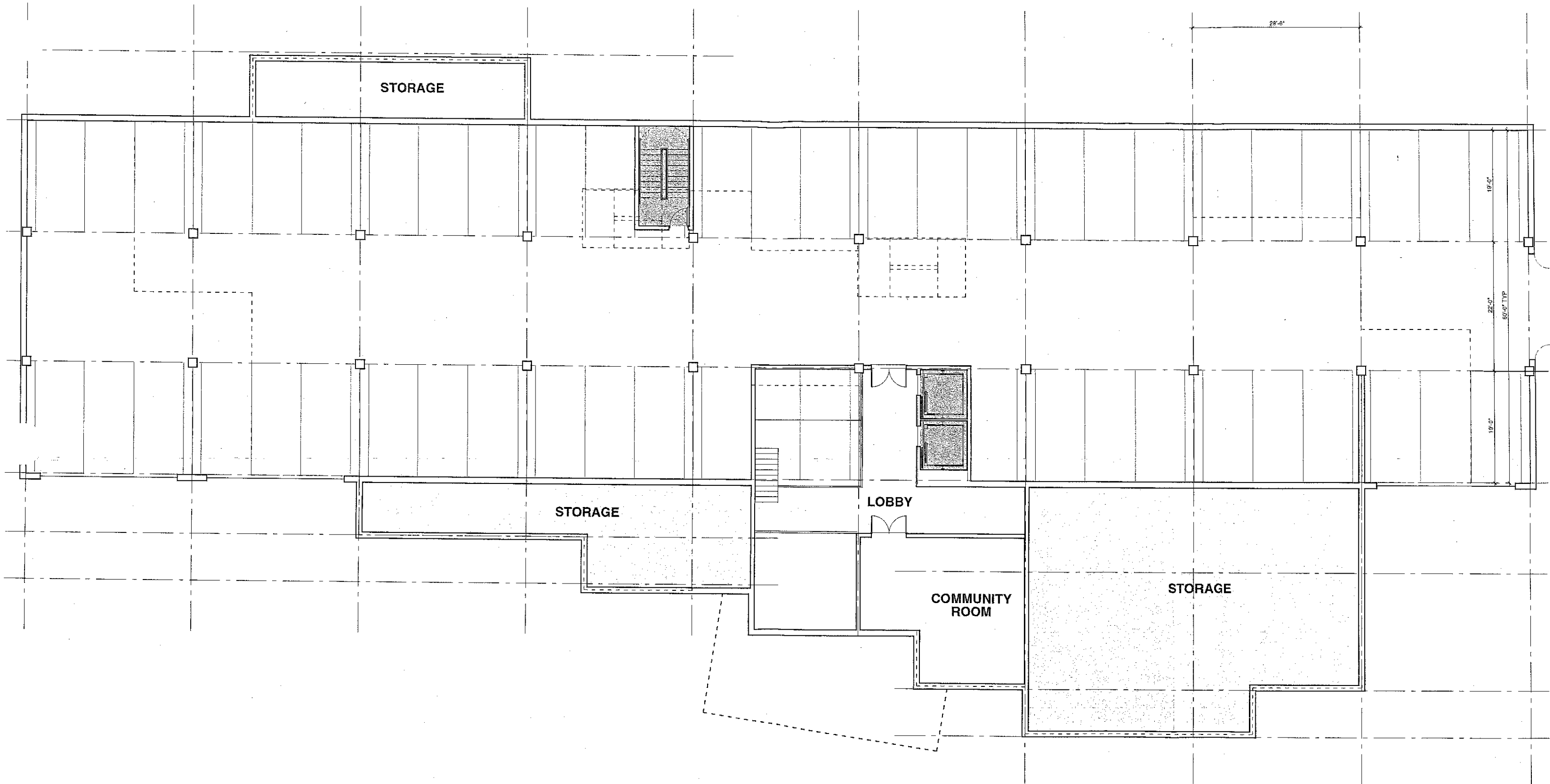
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 REVISED JULY 6, 2004
 REVISED AUGUST 16, 2004



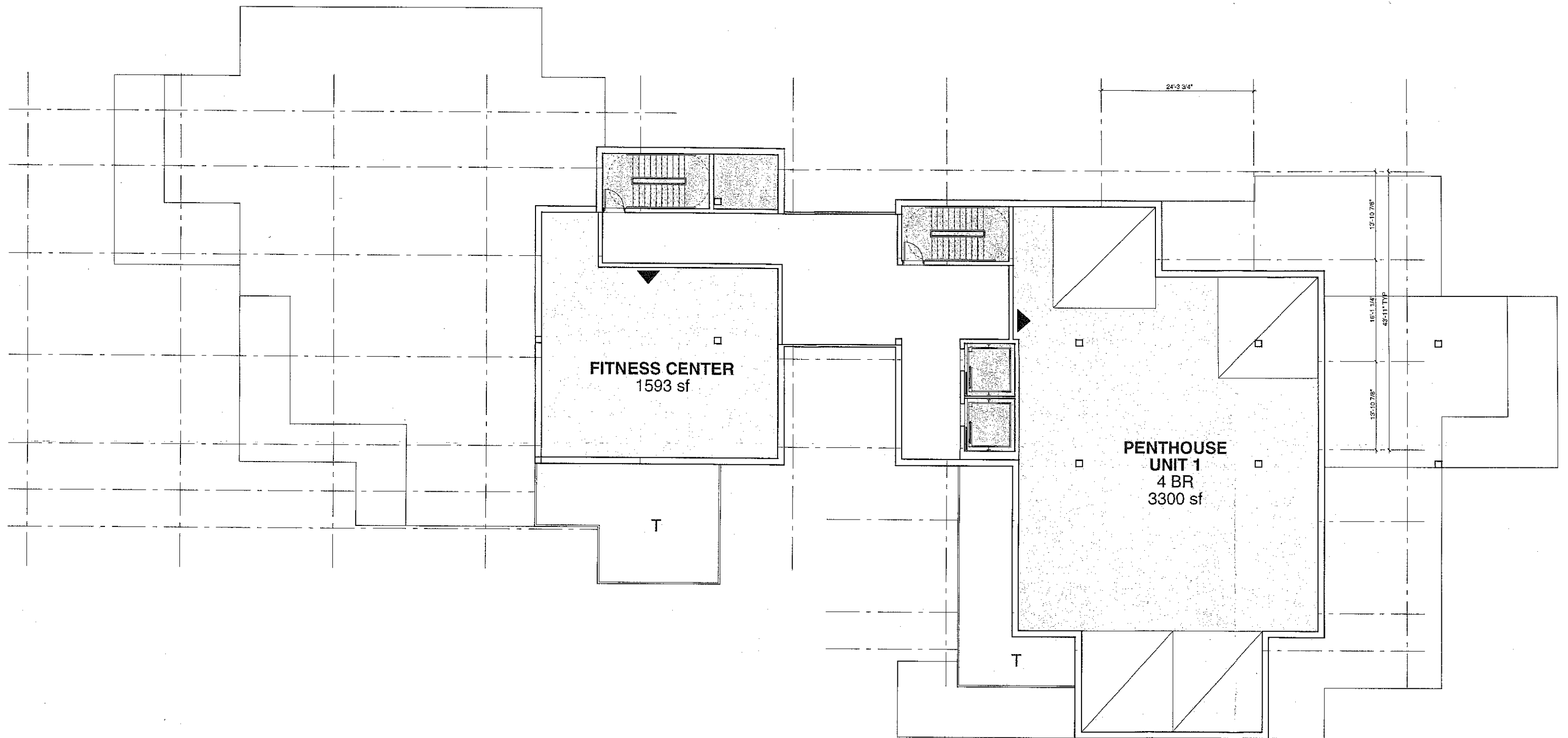
GRAVES HILL
 OCEAN AVENUE
 PORTLAND, ME



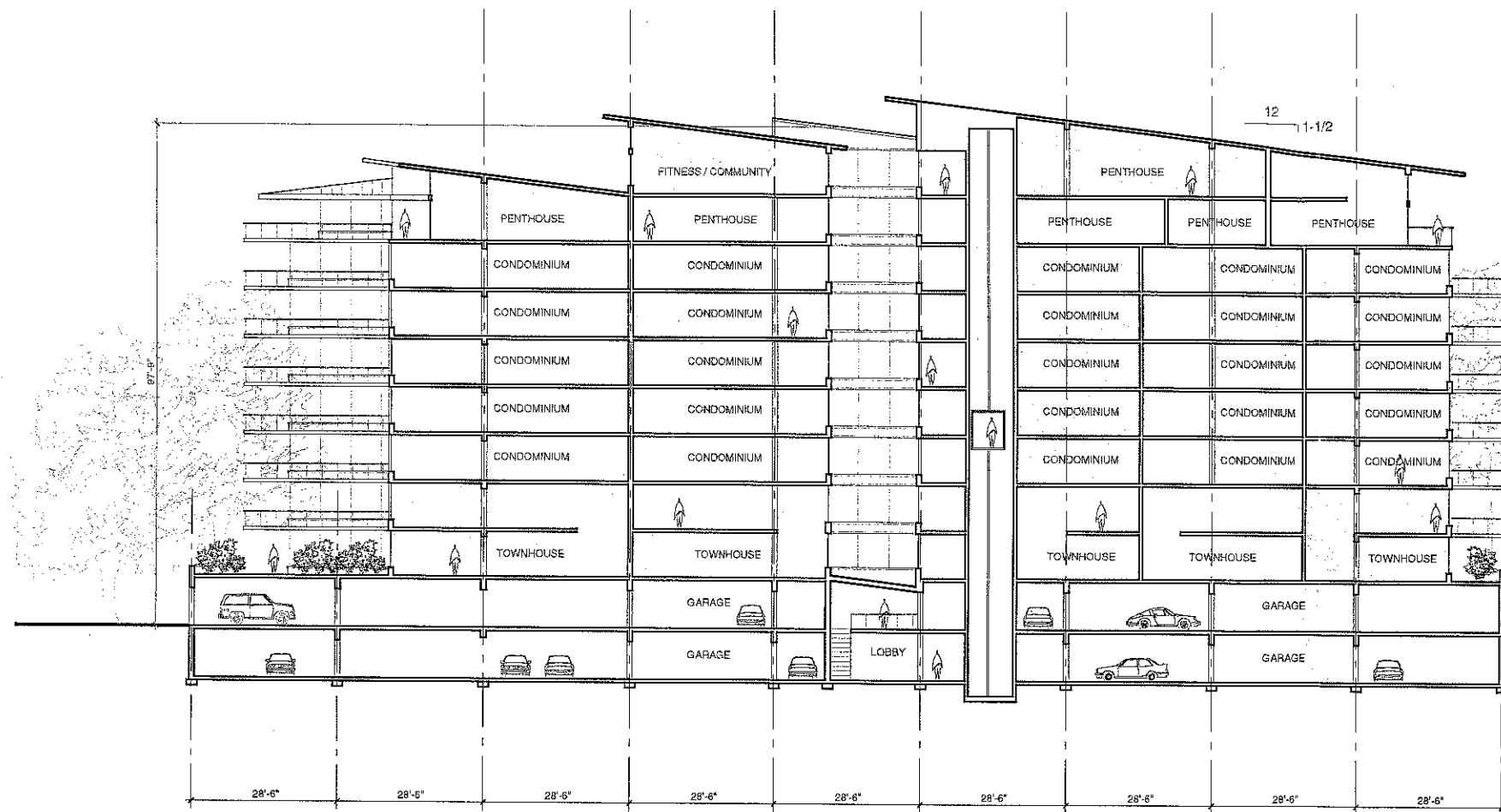
GRAVES HILL
 OCEAN AVENUE
 PORTLAND, ME



FLOOR 02: COMMUNITY ROOM & GARAGE

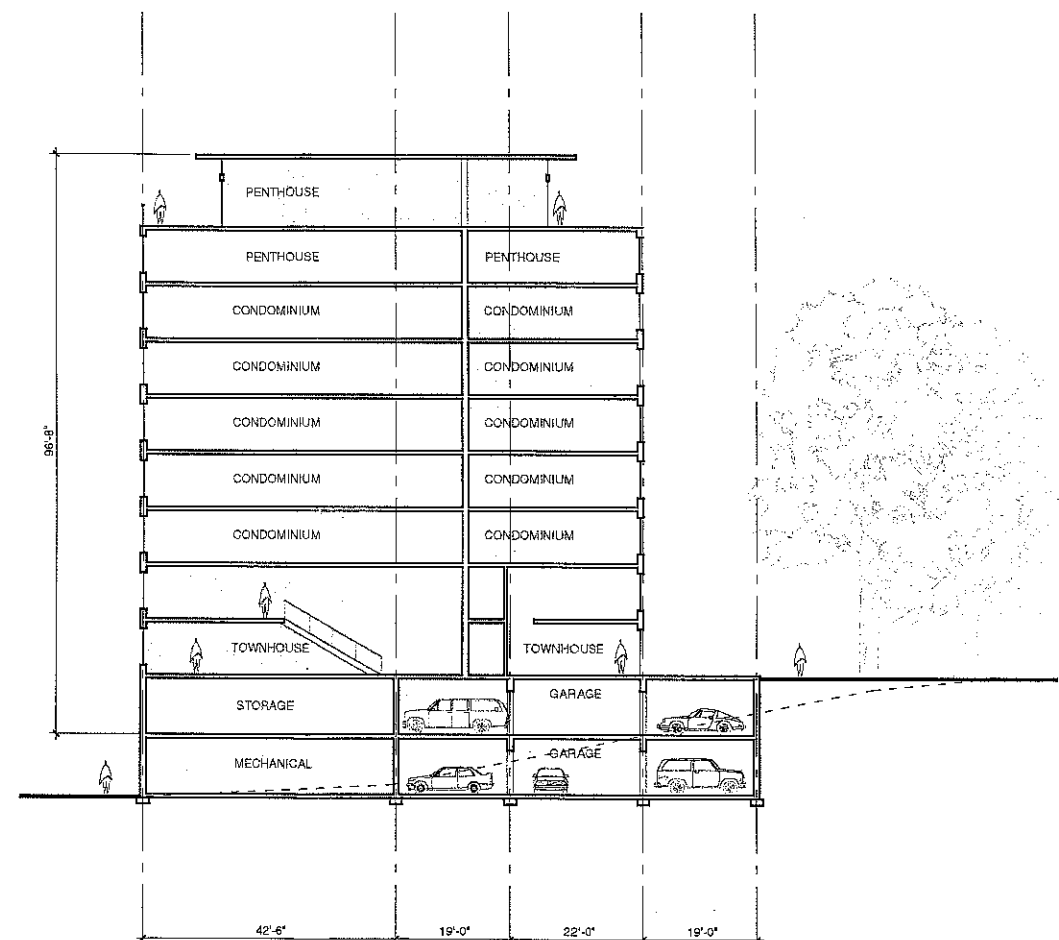


FLOOR 11: PENTHOUSE
6,653 SF TOTAL



S-N BUILDING SECTION

- PENTHOUSE 2
EL: 221'-4"
- PENTHOUSE 1
EL: 212'-0"
- CONDO 7
EL: 155'-0"
- CONDO 8
EL: 146'-8"
- CONDO 5
EL: 137'-4"
- CONDO 4
EL: 128'-0"
- CONDO 3
EL: 118'-8"
- CONDO 2
EL: 109'-4"
- CONDO 1
EL: 100'-0"
- GARAGE 2
EL: 90'-0"
- GARAGE 1
EL: 80'-0"



E-W BUILDING SECTION

BUILDING SECTIONS

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



Scott Simons Architects

PLANNING BOARD REPORT #38-04

**802 OCEAN AVENUE
R-5A/ROS CONDITIONAL REZONING REQUEST
GRAVES HILL LAND COMPANY, LLC, APPLICANT**

Submitted to:

Portland City Council
Portland, Maine
September 16, 2004

I. INTRODUCTION

Graves Hill Land Company, LLC is proposing a R5A/ROS conditional rezoning at 802 Ocean Avenue to allow two (2) highrise buildings. The site is approximately 18.32 acres in size and is currently zoned R-3 Residential and F-H Flexible Housing Overlay.

The buildings have a proposed maximum height of 100 feet, tapering down to 70 feet at each end. The buildings have a maximum of 98 new housing units. Approximately 8 acres of property is proposed to remain natural and to be rezoned ROS Recreation Open Space.

Included in the package submitted by the developer are:

- The proposed conditional rezoning.
- Site layout plan.
- Site phasing plan.
- Building floor plans.
- A shadow study.
- A study showing visibility of balloons from all the surrounding neighborhoods.
- Information regarding hydrostatic pressure of the detention pond and blasting.
- Letter from Portland Trails discussing trails and open space area.

266 notices were sent to area property owners. Two notices of the public hearing appeared in the Portland Press Herald. The notice was posted in the City Clerks office 14 days prior to the Public Hearing. A neighborhood meeting was held on April 4, 2004 and minutes are included.

II. HISTORY

In November 2003 the first Graves Hill plans were submitted. At that time, a preliminary plan was submitted proposing two twelve-story buildings containing a total of eighty (80) units with a height of 120 feet. The developer hired Scott Simons Architects to design the building and Richardson and Associates to do the site design and landscape plan. The focus was to design buildings that would minimize the impact on the site, preserving the natural landscape for the public to enjoy through a trail system.

The developer returned to the Planning Board in March 2004 with two buildings proposed, a 14-story 150-foot building and a 13-story 137-foot building containing a total of 98 units. A neighborhood meeting was scheduled for the abutters of Graves Hill. In preparation for the meeting, the developer flew weather balloons at each end of the buildings at the proposed height. The balloons indicated that the buildings were too high and would have loomed over the adjacent Alden's Walk subdivision. The developer reworked the plans and submitted the proposal that is before the City Council today.

III. FINDINGS

Current Zoning:	R-3 Residential/Flexible Housing Overlay
Proposed Zoning:	R-5A/ROS Conditional Zone
Land Area:	18.32 acres
Existing Use:	vacant
Proposed Use:	98 residential units
Land Uses in the Vicinity:	residential

IV. EXISTING USES

The uses along Ocean Avenue consist primarily of singlefamily homes and residential condominium units.

V. DEVELOPMENT PLAN

The applicant is proposing to construct two buildings, which will consist of a total of 98 units. The buildings will have a maximum height of 100 ft., tapering down to 70 feet at each end. The buildings will be constructed on a portion of the property, while preserving and protecting a portion of the property as open space. By utilizing a pattern of development designed to minimize the clearing of natural vegetation, the applicant proposes to minimize the need for blasting, to maximize views from the site, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails, which integrate with a larger trail system.

Each building will contain up to 49 units, a community room, a small office, fitness and special events room, and a cross-country ski center/locker room. The uses will be available for residents of the PRUD. Each building will have parking in the amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces.

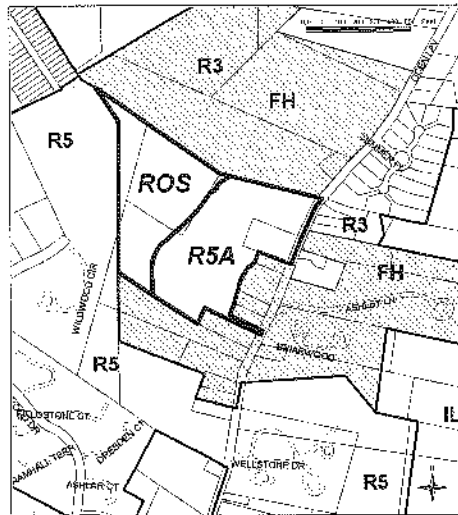
As stated previously, a portion of the site (approximately 8 acres) will remain undeveloped and is proposed to be rezoned ROS Recreation Open Space. This ROS area will be open to the public. Also proposed is a trail system through the R5A portion of the site and throughout the ROS open space area of the site. The developer is also proposing a buffer area between the abutting residential neighbors that reside on Ocean Avenue and a no cut area along the ROS zone to further protect the buffer area for the residents at Alden's Walk.

The applicant is proposing to construct the development in two phases. Phase I will consist of all necessary blasting for both buildings, one building plus all accessory uses associated with that structure, and the entire trail system in both the R5A and ROS portions of the property. Phase II will consist of the second building and trail sections and roads serving only that structure.

VI. CONDITIONS FOR REZONING

This rezoning shall be subject to the following proposed conditions, as outlined in the execut~~ed~~ agreement between the City and the applicant.

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 1449 of the Code, by adopting the map change amendment shown below (rezoning to R5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the preexisting R-3 zone.



Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS

July 2004

Map prepared by the City of Portland's Urban Planning and Development Department

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the ~~R-5A~~ **R-5A** portion of the property:
 - a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
 - b. a community room in each building available for use by the residents of the PRUD; and
 - c. a small office in each building to be used by employees of the condominium owners' association, only for onsite property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and

- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and
- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

- 3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.
- 4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.
- 5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other nonmotorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the **RSA** portion of the Property and ten feet in width for trails on the **ROS** portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the **ROS** portion of the Property, **GRAVES HILL** may opt to convey the **R-OS** portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the **R-OS** portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the **R-OS** portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.
7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be

at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area", also with precise specifications subject to final site plan review, shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, these buffers may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations* and such other provisions as may be approved by the Planning Board. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.
9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying **R5A** zone with respect to PRUDs except as follows:

Maximum number of units per building	49
Maximum number of buildings containing residential dwelling units:	2
Maximum building height	100 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site plan
Parking:	Minimum of 2 spaces per unit plus 28 visitor spaces, half in Phase I and half in Phase II
Minimum recreation open space area	Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plan, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to Portland Trails or, in the alternative, to the City of Portland granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, GRAVES HILL may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to Portland Trails in fee, both subject to such restrictions on hours, manner and

intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the CITY's zoning ordinance shall apply to the portion of the Property rezoned R5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the **R-OS** zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no offstreet parking need be provided on any portion of the Property for visitors projected to use the **ROS** portion of the Property and **GRAVES HILL** need not submit any parking needs projections.
12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the CITY, by and through its duly authorized representatives.
13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.
14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the **R5A** or **ROS** zone, the CITY may prosecute such violations in accordance with 39A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

VII. POLICY CONSIDERATIONS

Graves Hill Land Company, LLC has stated that they believe their proposal is a bold and innovative design, which does the following:

- Promotes efficient land use and conservation of natural resources.
- Protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas.
- Utilizes one of the last large undeveloped tracts of residentially zoned land to provide housing of a type not currently available in Portland.
- Reduces the impact on surrounding properties by minimizing the blasting and preserving the natural site amenities.
- Enhances the recreational trail system in Portland.

R-5A Residential Zone

The purpose of the R-5A zone is:

"To provide for moderate-density residential development in offpeninsula sections that can provide a unique residential living experience with a high degree of natural site amenities; and to provide areas of the city in the general proximity of the peninsula that have the capability for adequate municipal services, including traffic corridors with adequate traffic capacity, that can appropriately accommodate a more intensive use of land than other lower-density zoned land and be compatible with surrounding neighborhoods; and to increase affordable housing opportunities in offpeninsula locations by providing a moderate-density zone."

The R-5A Residential Zone allows for the higher density. When the R-5A zone was created, it was intended as a floating zone and therefore, was not mapped on the zoning map. The intention was that a development that may wish to use the R5A designation would require a zone change. The R-5A zone does not have a height limitation. Planned Residential Unit Developments can only be implemented through a contract or conditional rezoning.

Housing Plan

The Housing Plan recommends a diversity of housing types. Graves Hill Land Company, LLC's luxury high-rise proposal is unique, and offers an alternative method of providing density while maintaining and preserving the majority of a wooded, ledgestrewn site. As stated previously, the applicant is proposing to develop 10.16 acres and rezoning the remaining 8.1 acre ROS to be maintained as natural open space.

Open Space and Recreation

The *Green Spaces, Blue Edges* Report adopted by the City Council in 1995 recommends that neighbors have open space focal points within walking distance. The addition of 8 acres in the ROS portion of the Graves Hill development will significantly increase the amount of forested open space and expand the length and quality of pedestrian trails available in the immediate vicinity for public recreational use.

The report also makes a city-wide recommendation to "develop High Point Parks, open spaces located on the higher elevations of the city, in neighborhoods throughout the city such as the Ocean Avenue landfill, hilltop on Ocean Avenue, by rock shop, Rocky Hill, and hills in Stroudwater." The hilltop on Ocean Avenue, by rock shop is the Graves Hill site. The ROS boundary has been drawn so that the highest point of land is included within that zone. The trail system will include a branch leading to the marker on the rock outcropping signifying the high point.

The Comprehensive Plan also discusses Portland Trails and the creation of 13 miles of public trails in Portland and the goal of creating 30 miles of trails. The developer is proposing to convey a trail easement to Portland Trail over all of the trails on the R-5A portion of the site, and will convey all of the land to be rezoned ROS to Portland Trails. It is proposed that there will be at least 3,207 linear feet of trails constructed for public use on the site.

Environmental Protection

The Comprehensive Plan states "locate and design housing to reduce impacts on environmentally sensitive areas." The Comprehensive Plan encourages growth and development in appropriate areas and discourages development where it is hazardous or threatens natural resources.

The buildings and road infrastructures have been moved down the slope to stay away from wetland areas. The roads have been designed to avoid going up steep inclines where possible, to minimize erosion.

VIII. NEIGHBORHOOD COMMENTS

At the Planning Board public hearing for this development, a number of residents chose to speak on this project. There were residents from across Ocean Avenue, Summer Place and Ocean Ridge, in opposition of the development, citing incompatibility with the neighborhood and excessive height. Residents from directly below the development on Ocean Avenue and from Alden's Walk were in favor of the development and felt that the developer had listened early on to their concerns and had addressed them.

Attached to this report are also a number of letters from residents discussing their concerns. Please note, that there are two letters from Scott Cohen and his attorney discussing his concerns and opposition to this development. However, at the public hearing, Mr. Cohen stated that he felt that Graves Hill Land Company had addressed his concerns and felt that the project had come a long way since the original proposal.

IX. PLANNING BOARD RECOMMENDATION

On August 31, 2004, the Portland Planning Board voted unanimously (6-0, Anton absent) to recommend the proposal by Graves Hill Company, LLC to rezone the property located at 802 Ocean Avenue from the R-3 zone to the R-5A/ROS Conditional Rezoning. The Planning Board found that the proposal was consistent with the policies of the R-5A Residential Zone, ROS Recreation Open Space Zone and the City's Comprehensive Plan.

Attachments:

1. Zone Change Application
2. Right, Title and Interest
3. Letter from Applicant
4. R-5A Zoning Text
5. Letters from Neighbors
6. Reply from Applicant regarding Attorney Vaniotis' Letter
7. Fire Department Memo
8. Neighborhood Meeting Minutes
9. Booklet from Developer

ARTICLE VIII. REGULATION OF EXPLOSIVES

*Editor's note--Ord. No. 125-98, adopted Oct. 19, 1998, repealed Art. VIII, §§ 14-583--14-585, relative to moratorium on residential developments. Formerly, such provisions derived from Ord. No. 152-81, §§ 607.1--607.3, adopted Aug. 17, 1981, and Ord. No. 180-87, adopted Nov. 2, 1987. The new Article VIII, regarding regulation of explosives, was passed on March 17, 2003.

Sec. 14-583. Purpose.

The purpose of this ordinance is to protect the public's health, safety and general welfare by regulating and controlling blasting operations within the City.
(Ord. No. 177-02/03, 3-17-03)

Sec. 14-584. Applicability.

This ordinance shall apply to all blasting operations related to construction and development of real estate within the City. The City of Portland Technical Manual is incorporated into this section by reference. Standards listed in the Technical Manual shall be additional to the provisions of this article.
(Ord. No. 177-02/03, 3-17-03; Ord. No. 74-10/11, 11-15-10)

Sec. 14-585. Definitions.

For the purposes of this Article, the following words and phrases shall have the respective meanings ascribed to them:

Blasting plan means the detailed plan for conduct of any blasting operations, and any amendments thereto where over three hundred (300) cubic yards of material shall be removed, which plan has been reviewed by the Planning and Urban Development Department in accordance with the provisions of this ordinance.

Blasting operations means the use of explosives for purposes of breaking up and removing soil, rock and ledge, related to construction and development of real estate within the City.

Blasting permit means a permit issued by the City Fire Department in accordance with the provisions of this ordinance to allow blasting operations within the City.

Blasting submittal means the plan for conduct of any blasting operation where between fifty (50) and three hundred (300) cubic yards of material shall be removed, which plan has been submitted to the Planning and Urban Development Department in accordance with the provisions of this ordinance.

Explosives means any material or container containing a chemical compound or mixture that is commonly used or intended for the purpose of producing an explosion and that contains any oxidizing and combustible materials or other ingredients in such proportions, quantities, or packaging that an ignition by fire, by friction, by compound or mixture may cause such a sudden generation of highly heated gasses that the resultant gaseous pressures are

capable of producing destructive effects on contiguous objects, but shall not mean the components for handloading rifle, pistol and shotgun ammunition, or fireworks.

(Ord. No. 177-02/03, 3-17-03; Ord. No. 74-10/11, 11-15-10)

Sec. 14-586. Administration.

(a) This ordinance shall be administered by the Planning and Urban Development Department and the Fire Department, which departments shall have the ability to promulgate amendments to the standards listed in the City of Portland Technical Manual that implement this ordinance.

(b) City Council shall enact the initial Rules required for implementing this Article.

(c) The procedure for amendment of rules shall be as follows:

1. Department staff shall draft proposed rule amendments to the technical standards for presentation to the Planning Board.

2. The Planning Board shall hold a public hearing on the proposed rule amendments and provide interested parties an opportunity for comment, both written and oral, on the proposed rule amendments.

3. The department shall review comments made by the Planning Board and interested parties and make changes to the proposed rule amendments at its discretion. The amendments to the rules shall go into effect within thirty (30) days of the public hearing held by the Planning Board.

(Ord. No. 177-02/03, 3-17-03; Ord. No. 74-10/11, 11-15-10)

Sec. 14-587. Permit Required.

No person may conduct blasting operations within the City without first obtaining a permit from the Fire Department, as required by the National Fire Protection Association 1 Fire Prevention Code, as adopted and amended in section 10-16 et seq. Of this Code. Fees for this permit shall be as established by Order of the City Council.

(Ord. No. 177-02/03, 3-17-03)

Sec. 14-588. Application Requirements.

Prior to the issuance of a permit pursuant to section 14-587 the following information shall be submitted to the City:

(a) A blasting plan shall be submitted by the applicant to the Planning and Urban Development Department for all projects where more than three hundred (300) cubic yards of material shall be removed. The blasting plan shall conform to the provisions of this section and of Section 3 of the City of Portland Technical Manual.

(b) A blasting submittal shall be submitted to the Planning and Urban Development Department where between fifty (50) and three hundred (300) cubic yards of material shall be removed. The blasting submittal shall conform to the provisions of this section and of Section 3 of the City of Portland Technical Mannual.

(c) A blasting application shall be submitted to the Planning and Urban Development Department where less than fifty (50) cubic yards of material shall be removed, or where utility trench work in the accepted public right of way, including City or Portland Water District infrastructure is proposed. Small blasts where less than fifty (50) cubic yards of material shall be removed, are not required to submit either a blasting plan or blasting submittal. Such projects must conform to the National Fire Protection Association Fire Prevention Code and applicants shall submit a monitoring report upon request. Information provided in the blasting application shall confirm that the proposed small blast conforms to all applicable provisions of this ordinance and of Section 3 of the City of Portland Technical Manual.

(d) A blasting plan or blasting submittal may be required for any blasting operation at the discretion of the Planning and Urban Development Department when it determines that conditions at or near the site of the blasting operations warrant the provision of a plan.

(Ord. No. 177-02/03, 3-17-03; Ord. No. 74-10/11, 11-15-10)

Sec. 14-589. Storage and handling.

All explosives shall be stored and handled in accordance with the provisions of this code, the laws of the State of Maine and the National Fire Protection Association 1 Fire Prevention Code.

(Ord. No. 177-02/03, 3-17-03)

Sec. 14-590. Enforcement.

(a) This ordinance shall be enforced by the Planning and Urban Development Department and the Fire Department. Either department shall have the authority to issue a written stop work order in the event of a violation of this ordinance or a failure to follow the approved blasting plan.

(b) The issuance of a stop work order may be appealed to the Director of Planning and Urban Development within two (2) business days of its issuance. The decision of the Director of Planning and Urban Development on the appeal shall be final.

(Ord. No. 177-02/03, 3-17-03; Ord. No. 74-10/11, 11-15-10)

Sec. 14-591. Penalties.

(a) In addition to the stop work order which may be issued pursuant to section 14-590, the Permittee shall be subject to the following penalties:

1 st offence	\$500.00
2 nd offence	\$1,000.00
Subsequent offences	\$1,000.00.

(b) In the event that there are more than three documented violations of the blasting plan, blasting submittal, or blasting permit, the Planning and Urban Development Department and/or Fire Department shall have the right to issue a stop work order on all construction or development related to the permitted operation. The Permittee shall then be required to submit a revised blasting plan to the Planning and Urban Development

Department for review and approval. Work shall not be allowed to continue until the revised blasting plan is approved.
(Ord. No. 177-02/03, 3-17-03; Ord. No. 74-10/11, 11-15-10)

Sec. 14-592. Notice requirements.

(a) At least ten (10) days prior to the start of any blasting operation, notice shall be published in a newspaper of local publication and shall be mailed by first class mail to all property owners within the distance specified below of the perimeter of the blasting site:

Small blast (trench blast or under fifty (50) cubic yards of rock removed): All property owners within two hundred and fifty (250) feet of the perimeter of the blasting site.

Medium blast (removal of 50-300 cubic yards of rock material): All property owners within five hundred (500) feet of the perimeter of the blasting site.

Large blast (removal of over 300 cubic yards of rock material): All property owners within six hundred (600) feet of the perimeter of the blasting site.

(b) Notice shall conform to the model notice contained in Section 3 of the City of Portland Technical Manual and shall include a description of the proposed blasting operations, estimated schedule and duration of blasting operations, description of the blasting signals to be used during operations, the complaint protocol and the complete address, telephone numbers and email contact for the blasting contractor, Planning and Urban Development Department and Fire Department where neighbors and property owners may request further information and notification.

(c) For medium blasts where 50-300 cubic yards of rock material is to be removed, and large blasts where over 300 cubic yards of rock material is to be removed, additional notification requirements shall apply during construction, as detailed in Section 3 of the City of Portland Technical Manual.

(d) If blasting operations are to occur within two hundred and fifty (250) feet of any structure, additional notification requirements shall apply, as detailed in Section 3 of the City of Portland Technical Manual, in order to prevent adverse public health and safety impacts due to blasting-related carbon

monoxide migration.

(Ord. No. 74-10/11, 11-15-10)

Sec. 14-593. Hours of blasting.

Blasting shall occur Monday through Friday, between the hours of 9am and 4pm, unless otherwise approved by the Planning and Urban Development Department. Requests for extension of hours of blasting must be submitted by the applicant in writing.

(Ord. No. 74-10/11, 11-15-10)

Sec. 14-594. Waiver provision.

Upon written request by the applicant, the Planning and Urban Development Department, based on a positive recommendation by the Fire Department, may waive all or a portion of the blasting provisions of Section 3 of the City of Portland Technical Manual, provided that all waivers are consistent with the purposes set forth in Section 14-583.

(Ord. No. 74-10/11, 11-15-10)

Sec. 14-595. Suspension of blasting operations.

If it is determined that blasting operations pose any risk to public health, safety or general welfare, the Director of Planning and Urban Development or the Fire Chief or their designee shall have the authority to suspend the blasting permit at any time until they deem it safe for blasting operations to continue.

(Ord. No. 74-10/11, 11-15-10)

Excerpt from Portland Technical Manual -

1.7. STANDARDS FOR BLASTING AND REGULATION OF EXPLOSIVES

1.7.1. Definitions

Small Blast: Trench blast or removal of under fifty (50) cubic yards of rock material.

Medium Blast: Removal of 50-300 cubic yards of rock material.

Large Blast: Removal of over 300 cubic yards of rock material.

1.7.2. Submittal Requirements:

1.7.2.1. All Blast Operations:

Applicants for all blasting operations shall obtain a blasting permit from the Planning and Urban Development Department prior to any blasting.

Application forms may be obtained through the Inspections Division or can be downloaded from the City of Portland website.

1.7.2.2. Medium Blast Operations:

For medium blast operations, the blasting contractor will also be required to submit a blasting submittal with the blasting application form. The blasting submittal must include, at a minimum, the following information:

- Description of Test Blast, Drill Pattern
- Description of Production Blasting, Drill Pattern
- Explosives to be used during wet and dry conditions
- Stemming material and depth
- Description of matting used to prevent fly rock
- Description and location of blasting signs
- Type of seismograph to be used
- Description of proposed transportation and storage of explosives
- Signature of blasting contractor testifying to the accuracy of the above information

1.7.2.3. Large Blast Operations:

For large blast operations, the blasting contractor will also be required to submit a drilling pattern and loading plan, referred to herein as a blasting plan, with the blasting application for review and approval. Blasting plans must be submitted at least two weeks prior to the start of any drilling and/or blasting operations. A model blasting plan is provided at the end of this section and shall include, at a minimum, the following information:

- The sequence and schedule of blasting rounds, including a general description of the proposed approach for developing each bedrock excavation area.
- A diagrammatic description of the typical blast pattern to be used, including pre-splitting pattern if pre-splitting is required.

- Diameter, spacing, burden, depth and orientation of each drill hole relative to the “free face”, along with details of the delay pattern.
- A diagrammatic description of the loading plan for a typical production hole including charge weights and distribution of primer, explosives and stemming within a typical hole.
- Estimation of ground vibration levels at nearest adjacent structures.
- Written evidence of the licensing, experience, and qualifications of the blaster who will be responsible for loading and firing each shot.
- A listing of the number and type of instrumentation proposed to be used to monitor vibrations and airblast overpressures.
- Safety procedures, security measures, and warning sequences.

1.7.3. Pre-Blast Survey

Pre-blast surveys are required for all blasting operations. The blasting contractor will hire an independent seismologist or blasting consultant to perform pre-blast surveys on all structures (contingent upon property owner agreement) within the distances specified below. The independent seismologist or blasting consultant shall not be an employee of the contractor, subcontractor, explosives manufacturer, or explosives distributor.

Size of Blast	Scope of pre-blast survey
Small Blast	Within 250 feet of the perimeter of the blasting site
Medium Blast	Within 500 feet of the perimeter of the blasting site
Large Blast	Within 600 feet of the perimeter of the blasting site

1.7.3.1. Pre-Blast Survey Offer Notice:

Prior to commencement of the pre-blast surveys, the contractor shall provide the following documentation to the Planning and Urban Development Department:

- A list of property owners to be contacted (in accordance with the distances listed in the table, above).
- Verification that the subject property owners were notified of the pre-blast survey work.
- A copy of the pre-blast survey offer notice.
- Whether each offer to conduct a pre-blast survey was either accepted, rejected, or there was no response.

The contractor shall retain a copy of each pre-blast survey offer notice for their records until the development project receives a final certificate of occupancy or is otherwise deemed complete by the City. Nothing herein shall be construed to discourage repeated efforts by the blasting contractor to contact eligible property owners via phone, hand delivery, or other method in

addition to provision of the required offer notice letter.

1.7.3.2. Pre-Blast Survey Documentation:

All pre-blast surveys shall include documentation of interior subgrade and above grade accessible walls, ceilings, floors, roof and visible exterior as viewed from the grade level. Where significant cracks or damage exist, or for more complex structural defects, photographs or video shall be taken.

A high- quality videotape survey with appropriate audio description of the locations, conditions, and defects may substitute for a written pre-blast survey. Where necessary, notes and sketches may also be submitted as part of a video pre-blast survey in order to highlight or elaborate on certain aspects of the video documentation.

1.7.3.3. Pre-Blast Survey Conditions Report:

The pre-blast surveys shall include a conditions report for each property. The conditions report may be presented as narrative, photographs, video or a combination thereof. Conditions reports shall summarize the condition of each building and define areas of concern, including deteriorated structures or utilities, structures housing sensitive equipment, and/or manufacturing processes that are sensitive to vibrations.

1.7.3.4. Verification:

Verification that all pre-blast surveys and conditions reports have been completed shall be submitted to the Planning and Urban Development Department at least two weeks prior to commencing any drilling and/or blasting operations.

1.7.4. Notification to Neighbors

Notice of blasting operations shall be provided in accordance with the requirements listed in Section VIII of the Land Use Code. For medium and large blasts, please also refer to the additional notification requirements during construction, described in Section 3.7.8 of this section (*Blasting Schedule*).

1.7.5. Complaint Protocol

The blasting contractor shall be solely and completely responsible for the safety of all persons and property during the performance of work. The blasting contractor shall have full and complete responsibility for the handling, discharging, or settling of any and all damage or annoyance claims resulting from the blasting activities on the project.

Complaints may be submitted to the Blasting Contractor and to the Planning and Urban Development Department or to the Fire Department throughout the duration of blasting operations. If a property owner submits a complaint regarding alleged blasting- related damages, the independent seismologist or blasting

consultant shall meet with the property owner within 24 hours of receiving the complaint to discuss the basis for the complaint, review applicable blasting records, and evaluate the reasonableness of the complaint. If a reasonable basis for the complaint is verified, the independent seismologist or blasting consultant shall conduct a second condition survey of the property within 48 hours of receiving the complaint to identify any changes in the property conditions. A condition survey report summary shall be submitted to the Applicant, and verification that the condition survey was completed shall be submitted to the Planning and Urban Development Department within two weeks of the second condition survey being conducted.

1.7.6. Hours of Blasting and Storage of Explosives

1.7.6.1. Hours of blasting operations shall be limited to those defined in Chapter 14, Section VIII, *Regulation of Explosives* of the City Code of Ordinances.

1.7.6.2. Only the amount of explosives necessary for the day's work shall be brought to the site, and explosives shall be transported and stored in approved magazines when not in use.

1.7.7. Blast Warning

1.7.7.1. International Blast Warnings shall be utilized for all blasting operations, as described below:

3 horns	5 minutes before blast
2 horns	1 minute before blast
1 horn	All clear

1.7.7.2. Large Blasts:

For large blasts, all persons within 600 feet of the blasting area shall be notified of the "warning" and "all-clear" signals through notices left in mailboxes and signs posted in the vicinity of the blasting site.

1.7.8. Blasting Schedule (Medium and Large Blasts, only)

For medium and large blasts, the blasting contractor shall prepare and submit a blasting schedule to the property owner, the general contractor and the Planning and Urban Development Department at least 10 business days prior to commencing blasting operations. The schedule shall include name and contact information for the blasting contractor, blasting area locations, planned dates and times of blasts, access restrictions to the blast areas, and warning signal protocols.

During construction, the blasting contractor shall coordinate the blasting schedule with the property owner, the general contractor, the Planning and Urban Development Department and the Fire Department on a weekly basis.

The morning of a planned detonation, the blasting contractor shall notify the Fire Department and the Planning and Urban Development Department of the planned

time of the blast (+/- one hour), the location where the blasting is to occur, and the amount of explosives to be used.

At least 24 hours prior to any blast, the blasting contractor shall inform all property owners who requested notice of the blasting schedule (+/- one hour).

1.7.9. Vibration Limits and Ground Vibration Monitoring

The seismograph must be set up at the closest structure to record each blast event. Ground vibration from all blasting operations shall be measured in terms peak particle velocity (inches per second, ips) and frequency (Hertz). The permissible maximum ground vibration at existing nearby structures shall be limited to values established by the U.S. Bureau of Mines¹ to avoid cracking or structural damage in residential structures. Particle velocity shall be recorded in three mutually perpendicular directions. Ground vibration for residential structures shall not exceed the following limits:

Type of Structure	Maximum PPV (ins/s)	
	Frequencies below 40 HZ	Frequencies 40 HZ or greater
Modern Homes (drywall interior)	.75	2.0
Older Homes (Plaster on wood lath for interior walls)	.50	2.0

Deteriorated structures or utilities, structures housing sensitive equipment, and/or manufacturing processes that are sensitive to vibrations may require lower PPV limits than those listed above. If information obtained from the pre-blast surveys indicates lower limits are required for certain structures, the independent seismologist or blasting consultant shall identify the limits applicable to a specific structure, and the blasting contractor shall incorporate such provisions in the features of the blasting plan.

In the event the blasting contractor's blasting round results in ground vibrations closely approaching the stated limits, the blasting operations shall be modified to reduce ground vibrations.

In the event the blasting contractor's blasting round results in ground vibrations exceeding the stated limits at structures, the blasting contractor shall cease all blasting activities and submit a written report to the property owner and the general contractor, copied to the Planning and Urban Development Department and the Fire Department. This report shall describe corrective action to be taken on the next shot. The next shot shall not be loaded until the property owner and the general contractor acknowledge, in writing, copied to the Planning and Urban Development

¹ United States Bureau of Mines. *Structure Response And Damage Produced By Ground Vibration From Surface Mine Blasting*. Prepared by D.E. Siskind, M.S. Stagg, J.W. Kopp, and C.H. Dowding, Report of Investigations #8507, Appendix B, 1980.

Department and the Fire Department, that a design change is being attempted.

1.7.10. Flyrock Control (Large Blasts, only)

For large blasts, blasting mats, soil, or other equally serviceable material shall be utilized for all blast rounds to prevent the throw of flyrock from the blasting area.

1.7.11. Pre-Blast Safety Meeting (Medium and Large Blasts, only)

For medium and large blasts, prior to any blasting the blasting contractor will conduct a pre-blast safety meeting with all contractors to familiarize them with blast signals and precautions.

1.7.12. Test Blasts (Large Blasts, only)

For large blasts, prior to commencing full-scale blasting, the blasting contractor shall demonstrate the adequacy of the proposed blasting plan by drilling, blasting, and excavating short test sections using small charges and the required monitoring instruments. The blasting contractor shall develop site specific scaled distance relationships from the test blast rounds to determine the allowable charge weight of explosives to be detonated per delay.

1.7.13. Personnel

All employees of the blasting contractor working on site during the blasting operation shall be trained in the use and handling of explosives.

1.7.13.1. Large Scale Blasts:

For large scale blasts, the blasting contractor shall be required to carry liability insurance (XCU) coverage in an amount no less than \$2,000,000.

For large blasts, the blasting contractor shall a company specializing in the use of explosives for breaking rock and licensed in the State of Maine. The blaster or foreman responsible for the loading and firing of each shot, as well as the person responsible for designing and directing the blasting operation, shall have at least five years of documented experience with similar work responsibilities. If controlled blasting methods are required, these individuals shall have at least five years of documented experience in controlled blasting techniques.

At least two weeks prior to the commencement of pre-blast surveys, the contractor will submit the name and qualifications of the independent seismologist or blasting consultant proposed to conduct the pre-blast surveys to the Planning and Urban Development Department and the applicant, if other than the blasting contractor.

At least two weeks prior to the commencement of drilling and blasting operations, the contractor will submit to the City of Portland and applicant the name and qualifications of the independent seismologist or blasting consultant proposed to monitor and report blasting vibrations.

1.7.14. Record Keeping and Reporting

1.7.14.1. For large blasts, Blast monitoring and analysis shall be conducted by the independent seismologist or blasting consultant. A minimum of two (2) seismograph instruments will be used to monitor vibrations and airblast pressures for each blast. The seismographs used by the seismologist or blasting consultant for blast monitoring shall comply with the following requirements:

- Velocity range: 0.005 to 10.0 inches per second.
- Seismic frequency range: 2 to 250 Hz, within zero to -3 dB of an ideal flat response.
- Acoustic frequency range: 2 to 250 Hz flat, -3 dB at 2 Hz $\pm$ 1 dB.
- Sound range: 100 to 140 dB (linear).
- Measure, display, and provide a permanent time history record of the event, including both ground vibration and airblast.
- Measure the three mutually perpendicular components of particle velocity in directions vertical, radial, and perpendicular to the vibration source.
- The seismograph shall display and provide a record of:
 - the date and time of the event
 - identifying information concerning the company
 - the location of the seismograph and of the blast
 - trigger levels
 - verification the instrument was set for “continuous” and not “manual” readings
 - instrument serial number
 - the date of the most recent calibration
- The seismograph shall be calibrated as often as necessary, but at least once every 12 months, and must be performed to a standard traceable to the National Institute of Standards and Technology.

Blast monitoring data obtained by the independent seismologist or blasting consultant must be available for inspection on the blasting site, be submitted in writing to the Applicant within 24 hours following each blast, and be submitted to the Planning and Urban Development Department on a weekly basis. A model blast monitoring report is included at the end of this section.

1.7.14.2. Blasting Log:

A blasting log summarizing details of the round as shot, weather conditions, proximity of the blast location to nearest structures, exact locations of monitoring instruments, and the results of blast monitoring at each instrument location shall be maintained daily for every blast. The blasting log shall be available for inspection on-site, shall be submitted in writing to the Applicant within 24 hours following each blast, and shall be submitted to the City on a weekly basis.

1.7.15. Airblast Overpressure Limits

The peak airblast overpressure at any inhabited building not owned or controlled by the developer shall not be allowed to exceed 133 decibels (linear) when measured by an instrument with a high pass system and a lower frequency limit of 2 Hz.

The seismologist or blasting consultant shall monitor, record, analyze and report airblast pressure resulting from the blasting activities. In the event the blasting contractor's blasting round results in airblast overpressures approaching the stated limits, the Applicant may require the blasting contractor to modify the blasting operations to reduce airblast overpressures. In the event the blasting contractor's blasting round results in airblast overpressures exceeding the stated limits at structures, the blasting contractor shall cease all blasting activities and submit a written report to the Applicant, and copied to the City. This report shall discuss the corrective action to be taken on the next shot, and the next shot shall not be loaded until the Applicant acknowledges, in writing, that a design change is being attempted.

1.7.16. Carbon Monoxide (CO) Control

If any blasting operations are to occur within two hundred and fifty (250) feet of any structure, the blasting company shall:

- Submit a carbon monoxide (CO) management plan to the Planning and Urban Development Department with the Blasting Application for review and approval. The plan shall detail strategies that will be employed by the blasting company throughout blasting operations to prevent and mitigate the health and safety risks associated with possible CO migration away from the blast site and into abutting structures. CO management plans shall be tailored to the specific nature of blasting operations but shall include, at a minimum, two or more of the following actions:
 - Effort to determine the presence and location of one or more operable Carbon Monoxide detector(s) within abutting

structures. Where operable Carbon Monoxide detectors are not present, they shall be temporarily provided and placed in the basement of the structure, or on the first floor if there is no basement, until at least 24 hours after completion of blasting operations.

- Immediate excavation of individual shots, with holes remaining vented for an adequate time to allow any CO produced by the blast to dissipate into the atmosphere. Safe CO levels in the blast hole shall be confirmed by a CO detector before the hole is backfilled.
 - Identify and document active and abandoned sewer connection locations and sealed drains locations for abutting structures as part of the pre-blast survey in order to identify structures that may pose an increase risk for CO migration. This information is available through the City of Portland Department of Public Services.
- Notify all commercial and residential abutters of the blast site at least 24 hours prior to the start of blasting by means of door hangers left at both front and rear primary building entrances. Reasonable effort shall be made to also provide face-to-face notification to all building owners and/or occupants of abutting buildings. Door hangers shall be provided to the blasting company by the City of Portland and are available through the Fire Department or the Inspections Division. The language provided on the door hangar is provided at the end of this section.

If a carbon monoxide detector is in alarm during blasting operations, the blasting company or building occupant shall call 911 immediately. In addition to calling 911, the blasting company shall contact the Fire Department at (207) 874-8405 to notify them of the emergency. The blast location shall be excavated immediately and shall remain open to the atmosphere until CO is no longer detectable in the blast hole.

1.8. MODEL BLASTING PLAN

Removal of over 300 cubic yards of rock material

The purpose of the Blasting Plan is to describe anticipated rock excavation requirements for the project, and outline proposed blasting operations, vibration control criteria, and monitoring/reporting protocols, and to protect surrounding properties from damage related to proposed blasting activities.

1. Project:

2. Project Location:

3. Estimated Quantity (cubic yards in-ground measurement) of Rock to be Blasted:

4. Project Description

Describe the project for which blasting is required. Include lot size, building construction type, number of units, etc. Refer to site/grading plans. Specify anticipated depth of fills and cuts.

5. Site and Subsurface Conditions

Provide a detailed description of the site, including but not limited to existing conditions, elevations, terrain character, topography, soil conditions, groundwater depths, depth of bedrock, etc.

6. Surrounding Properties, Utilities and Wells

Describe surrounding properties, specifying use and type of construction. Include a vicinity map with the outlines of existing structures located within a site radius equal to the minimum radius required for pre-blast condition surveys.

Indicate the location of all utilities in the vicinity, including water, sewer, stormwater, and natural gas.

Indicate the location of drinking wells in a 2000ft radius of the property.

7. Anticipated Project Areas Requiring Blasting

Indicate on a site plan the areas where blasting is expected to occur. Provide a narrative characterizing the blasting/excavation work, the estimated total number of cubic yards of material to be removed by blasting, and an estimate of the number of blasts required to remove the specified amount of material.

Include a proposed Bedrock Excavation Plan showing approximate bedrock excavation areas, variations in the depth of bedrock excavation requiring blasting, and areas where controlled perimeter blasting methods will be used (if any).

Describe the distance of proposed blasting to the nearest structures and underground utilities.

Attachments:

- A. Site Plan
- B. Radius Plan
- C. Proposed Bedrock Excavation Plan
- D. Model Notification Letter
- E. Model Offer of Pre-Blast Survey Notice
Blasting Log
- F. Model Blast Monitoring Report

1.9. MODEL NOTIFICATION LETTER

Date _____

Dear Neighbor:

We are sending you this letter to inform you that we will be blasting ledge in preparation for the _____ project on _____ Street.

As required by City Ordinance, prior to any blasting, neighbors within (250, 500, 600)feet of the blast area shall be notified in writing prior to the blast.

We will begin blasting on _____. We expect the blasting to last for _____. By City Ordinance, blasting will occur between 9:00am – 4:00pm, Monday through Friday.

The procedure for the blast will be as follows: Just before the blasting is due to begin, a horn will sound to signal people in the immediate area of the upcoming blast. The horn will blow in the following sequence:

- 3 long horns – 5 minutes before the blast
- 2 long horns – 1 minute before the blast
- 1 long horn - All clear for the blast to proceed.

Please Note: Toxic gases, including carbon monoxide (CO), are a byproduct of the detonation of explosives. Carbon monoxide is a poisonous, colorless, odorless, and tasteless gas. Exposure to raised levels of carbon monoxide can be hazardous or deadly. It is possible, in instances of incomplete combustion of explosives and where an open pathway is present, for carbon monoxide to travel from the blast site into nearby buildings. The Portland Fire Department encourages all Portland residents to install carbon monoxide detectors in their homes and workplaces to prevent exposure to hazardous levels of carbon monoxide. Carbon monoxide detectors should be installed in the basement or on the first floor of structures.

If you have any questions, please call any of the following numbers:

Blasting Contractor _____

City of Portland Fire Prevention Bureau
City of Portland Development Review Coordinator
City of Portland Inspections Division

(207) 874-8405
(207) 874-8719
(207) 874-8703

For damage complaints, please call the Fire Prevention Bureau at (207) 874-8405 to log the complaint and request inspection and documentation of the damage.

Please do not hesitate to call if you have any questions or concerns.

Sincerely,

Blasting Contractor

1.10. MODEL OFFER OF PRE-BLAST SURVEY NOTICE

Date

Dear Neighbor:

We are sending you this letter to inform you that we will be blasting ledge in preparation for the _____ project on _____ Street.

As required by City Ordinance, prior to any blasting, a pre-blast survey of all structures within (250, 500, 600)feet of the blast area shall be conducted to establish a base line against which any claims of damage caused by this blasting can be judged.

Your property is within the (250, 500, 600) ft radius. A pre-blast survey will be performed at no cost to you if you would like to have it done.

To request that a pre-blast survey be done of your residence, please complete the enclosed survey form in its entirety and mail it back in the enclosed stamped envelope no later than_____.

Pre-blast condition surveys for this project will be performed by _____. A representative from _____ will call you to set up an appointment to perform the survey. A seismologist or a qualified technician working under the direction of a seismologist from _____ will then make a videotape of the interior and exterior condition of your residence. The pre-blast survey records will be kept in a locked file for a period of _____after the completion of blasting at which time they will be destroyed.

If you have any questions, please contact _____ at _____.

Thank you,

Blasting Contractor

1.11. Door Hanger Model Language

Fact Sheet

This notice serves as a reminder that blasting operations will be occurring in your neighborhood in the next day or two. By now you should have also been notified in writing by the Blasting Company who will be doing this work. For the public's safety, the City of Portland requires contractors of blasting operations to monitor for the release of any carbon monoxide gas traveling into occupied buildings. This notice describes what carbon monoxide is, identifies potential signs of carbon monoxide build-up and steps for you to follow.

What is carbon monoxide?

Carbon monoxide (CO) is an odorless, colorless gas that can cause sudden illness or death.

Where is CO found?

CO is found in combustion fumes, such as those produced by cars and trucks, small gasoline engines, stoves, lanterns, burning charcoal and wood, and gas ranges and heating systems. ***CO is also a byproduct of blasting operations in the ground.*** CO from any of these sources can build up in enclosed or semi-enclosed spaces. People and animals in these spaces can be poisoned by breathing it.

Protection from CO

The best protection from CO poisoning is early detection through the installation of a working carbon monoxide detector in your home.

What are the symptoms of CO poisoning?

The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion. High levels of CO inhalation can cause loss of consciousness and death. Unless suspected, CO poisoning can be difficult to diagnose because symptoms mimic other illnesses. People who are sleeping or intoxicated can die from CO poisoning before ever experiencing symptoms.

Emergency Contact

If you or anybody in the building experiences any of the symptoms or your CO detector goes into alarm ***please call 911 immediately.***

If you have general questions regarding blasting operations in your neighborhood or carbon monoxide, please contact the Portland Fire Department Fire Prevention Bureau.

**Portland Fire Department
Fire Prevention Bureau
380 Congress Street
Portland, ME 04101
874-8405**

1.12. MODEL EMERGENCY ACCESS LANE MAINTENANCE AGREEMENT

IN CONSIDERATION OF the Subdivision approval granted by the Planning Board of the City of Portland to a plan entitled

dated , 20 and recorded in the Cumberland County Registry of Deeds in Plan Book ,
Page and pursuant to a conditions thereof,

(Applicant, Nature of Applicant's Business-Corporation, Partnership or sole proprietorship and principal of business)

The owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner") as follows:

1. That the Owner shall be responsible for the maintenance and repair of, snow removal from, preservation of, and removal of obstructions and encumbrances including but not limited to debris, junked vehicles and other refuse, from the Emergency Access Lane depicted on the Plat (the "Emergency Access Lane") so that the Emergency Access Lane shall remain reasonably passable for fire-fighting and preventive apparatus and vehicles and other public emergency vehicles owned or operated by or on behalf of the City of Portland.

2. That the Owner shall remove snow from Emergency Access Lane so that at no time shall the snow accumulate thereto to an average depth in excess of four (4) inches and shall also remove snow from the Emergency Access Lane of a depth of less than four (4) inches if subsequent rain, hail or temperatures below thirty-two (32°) degrees Fahrenheit shall result in the snow accumulated on the Emergency Access Lane becoming so frozen as to render the Emergency Access drive impassable by such fire-fighting and public emergency vehicles. If the Owner shall fail to remove such non-frozen snow accumulating in excess of four (4) inches in depth within twenty-four (24) hours after the cessation of the storm creating such snow, or if the Owner shall fail to remove such ice within twenty-four (24) hours after ice has accumulated or formed to the state as to render the Emergency Access Lane impassable for said purposes, or if the Owner shall fail to remove said obstructions and encumbrances on the Emergency Access Lane (that are not the result of precipitation) which render the Emergency Access Lane (that are not the result of precipitation) which render the Emergency Access Lane impassable for said purposes within thirty-six (36) hours after such obstructions and up the Emergency Access Lane and adjacent land as necessary with men and machines in order to plow and clear, or cause to be plowed and cleared, such snow and ice and to remove said obstructions and encumbrances from the Emergency Access Lane and bill the Owner for the expense of the same. The City of Portland shall submit its itemized bill for such expenses to the Owner which the Owner shall pay to the City of Portland within sixty (60) days of receipt, or such longer period of time as the City of Portland shall agree to. The expenses billed to the Owner shall include the time spent for travel to and from the Property.

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may appear.

Date at Portland, Maine this day of , 20

(Applicant)

BY _____

Its

State of Maine

Cumberland, ss _____, 20

Then personally appeared the above named _____,
and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free
act and deed of said Corporation.

Before me,

Notary Public/Attorney-at-Law

(Print or Type Name)

*If the approval is of a site plan, this clause should read “IN CONSIDERATION OF THE SITE
PLAN APPROVAL granted by the Planning Board of the City of Portland to a site plan entitled _____,
dated FORMTEXT _____, 20 _____, and file with the City of Portland, Department of Planning and
Urban Development, 389 Congress Street, Portland, Maine...”



Conditional Rezoning Amendment Application
Casco Heights Residential Condominium
802- 828 Ocean Avenue Portland, Maine
Tax Map 411, Block A, Lot 7 and Tax Map 416, Lots 6,7 and 21
Ridge Development, LLC / Applicant

April 4, 2014

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Tab 2- Application Form / Project Data

Tab 3 – Redlined Edits to Existing Conditional Rezoning Agreement

Tab 4 – Proposed Amended Conditional Rezoning Agreement

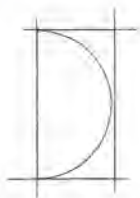
Tab 5 – Conformance With Comprehensive Plan

Tab 6 – Conformance With R5A Zoning District

Tab 7- Right, Title or Interest

Tab 8 – Preliminary Site Plans

Tab 9 – Preliminary Architectural Design



d o y l e
enterprises

CASCO HEIGHTS

April 2014

Dear Members,

On October 18, 2004 the Portland City Council approved the Contract Zone Agreement to Graves Hill, LLC, which allowed the 18 acre vacant property, overlooking Casco Bay, located at 802 Ocean Avenue to be rezoned from R-3 to 8 acres of R-OS and 10 acres of R-5A. Working with Portland Trails, the open space was to be developed into a trail system that would connect with the Ocean Avenue Recreation Area. (At that time it was The Ocean Avenue Landfill.) The R-5A portion would allow two 100 foot buildings containing a total of 98 units. The 2004 project was called Graves Hill and was designed as large luxury condominiums. The Contract Zone Agreement specified that there would be two parking spaces per unit along with 28 visitor spaces and that each building would contain a community room, an office, a fitness and special events room and a cross country ski room.

The project got bogged down in stormwater issues and the final planning board approval was not received until 2006. Then 2007 came along and due to the instability of the economy, the project was not built. I own the property and was the developer for the Graves Hill project. I have entered into an agreement to sell the property to Ridge Development, LLC. They have hired me to advise them and present the new plan.

The new project will be called Casco Ridge and the buildings are an improvement over the approved 2006 project. The approved 100 foot height limit was controversial, Casco Heights will be no taller than 75 feet. Graves Hill was entirely large luxury units. Casco Heights is a mix of one, two and three bedroom, market rate condominiums along with top floor penthouses.

Although the Graves Hill buildings may have been controversial, the preservation of open space and the careful consideration of the land to be developed, was always supported by the boards and neighbors. That concept has not changed. Eight Acres will still be rezoned as R-OS and Portland Trails will participate in the development of a trail system that will run from Ocean Avenue through the R5-A zone to the R-OS and then connect to the Ocean Avenue Recreation Area.

We are asking that the Planning Board recommend to the Portland City Council the following changes to the 2004 approved Conditional Rezoning Amendment:

1. The name shall be changed from Graves Hill Land Company, LLC to Ridge Development, LLC
2. The maximum number of total allowed units shall be reduced from 98 to 94
3. The R-5A zone shall be changed from 10.17 acres to 10.4 acres and the R-OS shall be changed from 8.15 acres to 7.92 acres
4. The requirement for each building to contain a community room, office, fitness room, special events room and cross country ski center shall be removed
5. The amount of required parking shall be changed from two spaces per unit to two spaces for multi bedroom units and one space per single bedroom unit. The 28 visitor spaces remain unchanged.

Thank you for your consideration. We look forward to working with you on the new project.

Sincerely,

Diane Doyle

PROJECT ADDRESS: 802 - 828 Ocean AvenueCHART/BLOCK/LOT: 411-A-7 and 416-A-6, 7, 21

DESCRIPTION OF PROPOSED ZONE CHANGE AND PROJECT:

Amendment to existing conditional rezoning agreement

CONTACT INFORMATION:

	Applicant's Contact for electronic plans Name: <u>William Conway</u> e-mail Address: <u>Sebago Technics</u> work #
Applicant - must be owner, Lessee or Buyer Name: <u>Patrick Tinsman</u> <u>Ridge Development LLC</u> Business Name, if applicable: Address: <u>P.O. Box 535</u> City/State: <u>Buxton ME</u> Zip Code: <u>04093</u>	Applicant Contact Information Work # Home# Cell # <u>239 - 5000</u> Fax# e-mail: <u>ptinsman@maine.rr.com</u>
Owner - (if different from Applicant) Name: <u>Diane Doyle</u> <u>Doyle Enterprises</u> Address: <u>110 Main Street; Suite 1214</u> City/State: <u>Saco, ME</u> Zip Code: <u>04072</u>	Owner Contact Information Work # <u>286 - 1151</u> Home# Cell # <u>229 - 3530</u> Fax# <u>282 - 7970</u> e-mail: <u>didoyleco@gmail.com</u>
Agent/ Representative Name: <u>William Conway</u> <u>Sebago Technics Inc</u> Address: <u>75 John Roberts Road</u> City/State: <u>So Portland ME</u> Zip Code: <u>04106</u>	Agent/Representative Contact information Work # <u>200 - 2055</u> Cell # <u>205 - 5271</u> e-mail: <u>wconway@sebagotechnics.com</u>
Billing Information Name: <u>Same as Applicant</u> Address: City/State : Zip Code:	Billing Information Work # <u>Same as Applicant</u> Cell # Fax# e-mail:
Engineer Name: <u>Shawn Frank</u> <u>Sebago Technics</u> Address: City/State : Zip Code:	Engineer Contact Information Work # <u>200 - 2062</u> Cell # Fax# e-mail: <u>sfrank@sebagotechnics.com</u>

Surveyor Name: Dow and Colombe Mike Colombe Address: Saco ME City/State : Zip Code:	Surveyor Contact Information Work # 204 - 4521 Cell # Fax# e-mail: dowcol @ gwi.net
Architect Name: Bill Hopkins Archetype PA Address: Portland ME City/State : Zip Code:	Architect Contact Information Work # 772 6022 Cell # Fax# e-mail: hopkins @ archetype pa . com
Attorney Name: N/A Address: City/State : Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

See Attached

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

Existing Use: Describe the existing use of the subject property:

Undeveloped

Current Zoning Designation(s):

P5A / R0S Conditional Zone

Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

See Attached

Site Plan: On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1" = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

See Attached

APPLICATION FEE:

Check the type of zoning review that applies. Payment may be made in cash or check payable to the City of Portland.

Zoning Map Amendment ___ \$2,000.00 (from ___ zone to ___ zone)	Fees Paid (office use) ___	The City invoices separately for the following: • Notices (\$.75 each) (notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.
Zoning Text Amendment ___ \$2,000.00 (to Section 14- ___) (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (<u>example</u>) and language to be added is depicted as underline (<u>example</u>))	___	
Combination Zoning Text Amendment and Zoning Map Amendment ___ \$3,000.00	___	
Conditional or Contract Zone ☒ \$3,000.00 (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)	___	

Signature of Applicant: 	Date: 4-2-14
---	------------------------

Further Information

In the event of withdrawal of the zoning amendment application by the applicant, a refund of two-thirds of the amount of the zone change fee will be made to the applicant as long as the request is submitted to the Planning Division prior to the advertisement being submitted to the news paper.

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	18.32	Ac	sq. ft.
Proposed Total Disturbed Area of the Site	5.86	Ac	sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland			
Impervious Surface Area			
Impervious Area (Total Existing)	0		sq. ft.
Impervious Area (Total Proposed)	2.78	Ac	sq. ft.
Building Ground Floor Area and Total Floor Area			
Building Footprint (Total Existing)	0		sq. ft.
Building Footprint (Total Proposed)	46,698		sq. ft.
Building Floor Area (Total Existing)	0		sq. ft.
Building Floor Area (Total Proposed)	25,438		sq. ft.
Zoning			
Existing	RSA / ROS		
Proposed, if applicable	RSA / ROS		
Land Use			
Existing	UNDEVELOPED		
Proposed	RESIDENTIAL		
Residential, if applicable			
# of Residential Units (Total Existing)	0		
# of Residential Units (Total Proposed)	94		
# of Lots (Total Proposed)	1		
# of Affordable Housing Units (Total Proposed)	0		
Proposed Bedroom Mix			
# of Efficiency Units (Total Proposed)	0		
# of One-Bedroom Units (Total Proposed)	12		
# of Two-Bedroom Units (Total Proposed)	34		
# of Three-Bedroom Units (Total Proposed)	48		
Parking Spaces			
# of Parking Spaces (Total Existing)	0		
# of Parking Spaces (Total Proposed)	204		
# of Handicapped Spaces (Total Proposed)	5		
Bicycle Parking Spaces			
# of Bicycle Spaces (Total Existing)	0		
# of Bicycle Spaces (Total Proposed)	38		
Estimated Cost of Project			

Att. D

~~Order 67 - 04/05~~~~Given first reading 9/20/04~~~~Postponed on 10/4/04~~~~Public Hearing and Passage 10/18/04 7-1 (Smith abstaining, O'Donnell opposed)~~

NATHAN H. SMITH (MAYOR)(3)
 WILLIAM R. GORHAM (1)
 KAREN A. GERAGHTY (2)
 CHERYL A. LEEMAN (4)
 JAMES I. COHEN (5)

CITY OF PORTLAND
 IN THE CITY COUNCIL

PETER E. O'DONNELL (A/L)
 JAMES F. CLOUTIER (A/L)
 JILL C. DUSON (A/L)
 NICHOLAS M. MAVODONES (A/L)

amended

**ORDER AUTHORIZING AMENDMENT TO CITY CODE
 SEC. 14-49 (ZONING MAP AMENDMENT)
 RE: CONDITIONAL REZONING FOR 802-828 OCEAN AVENUE**

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

Ridge
 Development LLC
 wherever Graves
 Hill referred to

**CONDITIONAL ZONE AGREEMENT
~~GRAVES HILL LAND COMPANY, LLC~~**

This Agreement made this _____ day of _____, 2004 by ~~GRAVES HILL LAND COMPANY, LLC~~, a Maine limited liability company with an office in ~~Saco~~, Maine (hereinafter "~~GRAVES HILL~~ ").

or has an option

WITNESSETH:

WHEREAS, ~~GRAVES HILL~~ owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

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WHEREAS, ~~GRAVES HILL~~ proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

with a larger trail system; and

WHEREAS, ~~GRAVES HILL~~ has requested the rezoning of ~~10.167~~ **10.40** acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of ~~8.155~~ **7.92** acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

it is necessary and appropriate to impose with ~~GRAVES HILL's~~ agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on _____, 200_, by City Council Order No. _____, a true copy of which is attached hereto as Attachment 1; and

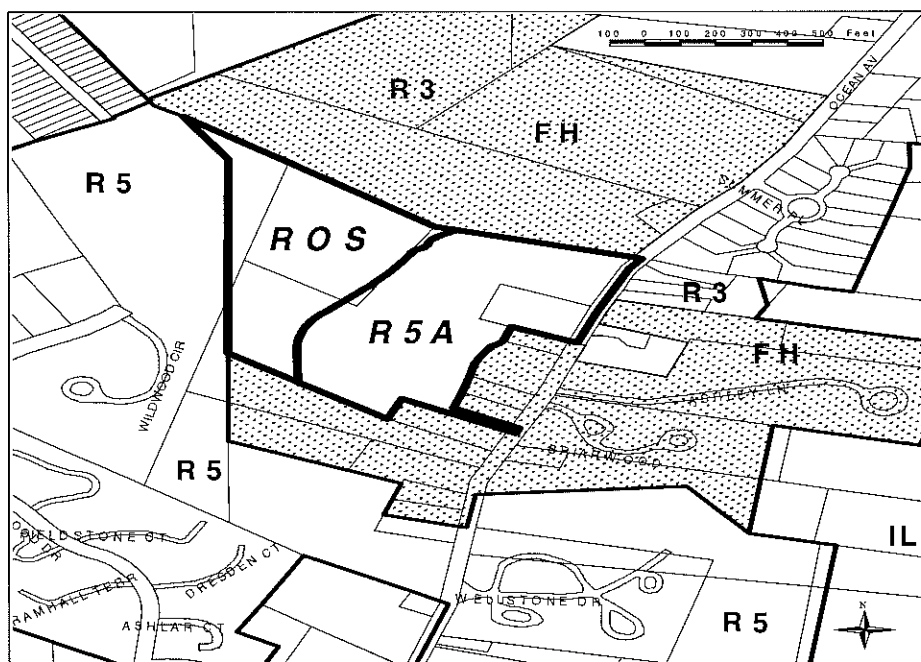
WHEREAS, GRAVES HILL has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind ~~GRAVES HILL~~, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, ~~GRAVES HILL~~ contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the OIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

94

47

- a. Up to ~~98~~ residential units located in two buildings, each building containing up to ~~49~~ units, which may be sold as condominium units, resulting in a maximum total of ~~ninety eight (98)~~ residential units within the Property; and
- b. a community room in each building available for use by the residents of the ~~PRUD~~, and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the ~~PRUD~~; and
- e. a cross country ski center/locker room in each building available for use by the

ninety four (94)

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

1 space per 1BR
unit + 2 spaces per
2BR, 3BR units

A future recreation
area is also
permitted, subject
to Site Plan Review
and approval by
the Planning Board

b

~~residents of the PRUD; and~~

~~f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and~~

c

~~g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.~~

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

forty seven (47)

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to ~~forty nine (49)~~ dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to ~~forty nine (49)~~ dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

forty seven (47)

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. ~~GRAVES HILL~~ is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

future recreation
area

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. ~~GRAVES HILL~~ shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The

easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize ~~GRAVES HILL~~, its successors and assigns, ~~Graves Hill~~ Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, ~~GRAVES HILL~~ may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as ~~GRAVES HILL~~ has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, ~~GRAVES HILL~~ may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

Archetype PA, date
TBD

Sebago Technics,
Date TBD

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The ~~Graves Hill~~ entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of ~~GRAVES HILL~~, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this

Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. ~~GRAVES HILL~~ shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, ~~GRAVES HILL~~ shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the CITY for the CITY to apply toward installing granite curbs and sidewalk in the vicinity of the PROPERTY.

~~GRAVES HILL~~ shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by ~~GRAVES HILL~~ or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while ~~GRAVES HILL~~ shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by ~~GRAVES HILL~~ or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which ~~GRAVES HILL~~ and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, ~~GRAVES HILL~~ or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned R-5A, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: ~~49~~

47

Maximum number of buildings containing residential dwelling units:

2

75

Maximum building height:

~~100~~ feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site

plan

204 spaces



Parking:
spaces, half in Phase I and half in Phase II

Minimum of ~~2 spaces per unit~~ plus 28 visitor

Minimum recreation open space area:
in the form of

Outdoor passive recreation

pedestrian trails of not less than 3,207 linear

feet shall be provided on the Property,

generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, ~~GRAVES HILL~~ may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and ~~GRAVES HILL~~ need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit ~~GRAVES HILL~~, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

o:/Penny/Contract/Rezoning/Graves Hill to Council 9.15.04

14. In the event ~~GRAVES HILL~~ or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of ~~GRAVES HILL'S~~ breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that ~~GRAVES HILL~~ has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. ~~GRAVES HILL~~ shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

~~GRAVES HILL LAND COMPANY, LLC~~

Ridge
Development LLC

By: _____

~~Diane Doyle~~
Its Manager

Patrick Tinsman,
Manager of Ridge
Development LLC

Patrick Tinsman

STATE OF MAINE
CUMBERLAND, SS.

_____, 200_

Then personally appeared the above-named ~~Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC~~ as aforesaid, and acknowledged the foregoing instrument to be her

free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

Notary Public/Attorney-at-Law

Printed name: _____

My Commission Expires: _____

CHESTER & VESTAL

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

EDWIN P. CHESTER
BARBARA A. VESTAL
STEVEN M. CAREY

107 Congress Street
Portland, Maine 04101
Telephone (207) 772-7426
Fax (207) 761-5822
E-mail: nchester@maine.rr.com
vestal@maine.rr.com
smcarey@maine.rr.com

NOV 12 2004

November 12, 2004

HAND DELIVERED

Penny Littel, Esq.
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Conditional Zone Agreement, Graves Hill Land Company, LLC

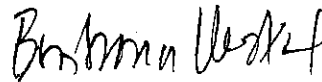
Dear Penny:

Enclosed is a copy of the Conditional Zone Agreement which was executed by Graves Hill Land Company, LLC on November 8, 2004, together with the Council Order (Attachment 1) and reduced, black/white copies of Exhibits 1-4 which were attached to the Agreement when it was submitted to the City Council for public hearing on October 18, 2004. The original Conditional Zone Agreement (including Attachment and Exhibits) was recorded on November 10, 2004 at 2:02 p.m. in Cumberland County Registry of Deeds Book 21999, Page 113.

As agreed, also enclosed for your records are the full size, 11" x 17" and/or color pages which were submitted to the Council as Exhibits 1-4.

Please contact me if anything further is required at this time. Thank you for your assistance throughout this phase of the process.

Very truly yours,



Barbara A. Vestal

BAV/om
Enclosures
dc: Diane Doyle, Graves Hill Land Company, LLC

Official Receipt for Recording in:

Cumberland County Registry Of Deeds
142 Federal Street
PORTLAND, MAINE 04101

Issued To:
CHESTER & VESTAL
107 CONGRESS STREET
PORTLAND ME 04101-

Recording Fees

Document Description	Number	Volm	Page	Recording Amount
MORTGAGE	88949	21999	113	\$61.00
1-GRAVES HILL LAND CO LLC				
02:02:30p				
				\$61.00

Collected Amounts

Payment Type	Check Number	Amount
CHECK	144	\$61.00
		\$61.00

Total Received :	\$61.00
Less Total Recordings:	\$61.00
Change Due :	\$0.00

Thank You
JOHN B OBRIEN - Register of Deeds
By - Monica Bouchie

Receipt# Date Time
0185173 11/10/2004 02:02p

**CONDITIONAL ZONE AGREEMENT
GRAVES HILL LAND COMPANY, LLC**

This Agreement made this 8th day of November, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "**GRAVES HILL**").

WITNESSETH:

WHEREAS, GRAVES HILL owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, GRAVES HILL proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

WHEREAS, GRAVES HILL has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

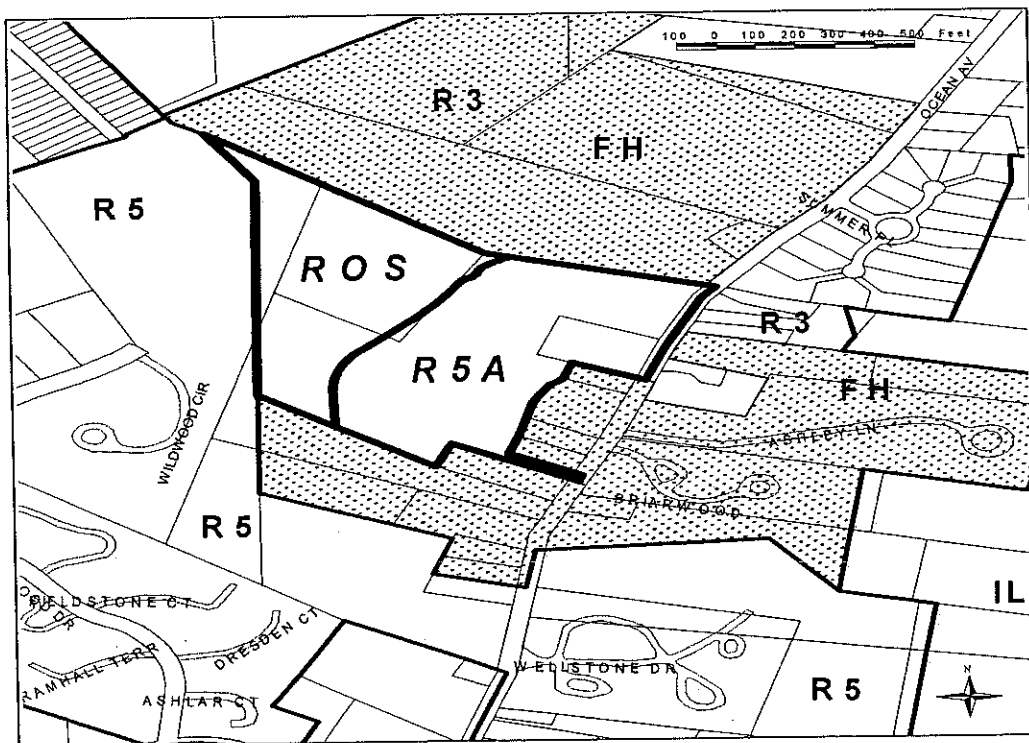
it is necessary and appropriate to impose with **GRAVES HILL**'s agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on October 18, 2004, by City Council Order No.67 -- 04/05, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, **GRAVES HILL** has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R-3 and Flexible Housing Overlay to R-5A and R-OS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and
- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by

blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site

have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual

condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 49

Maximum number of buildings containing residential dwelling units: 2

Maximum building height: 100 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location of the site plan

Parking: Minimum of 2 spaces per unit plus 28 visitor spaces, half in Phase I and half in Phase II

Minimum recreation open space area: Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. An public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any por-

tion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

Brianne V. Vorkel

GRAVES HILL LAND COMPANY, LLC

By: [Signature]
Diane Doyle
Its Manager

STATE OF MAINE
CUMBERLAND, SS.

November 8, 2004

Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

Barbara A. Vezina

Notary Public/Attorney-at-Law

Printed name: Barbara A. Vezina

My Commission Expires: _____

ATTACHMENT 1

Order 67 – 04/05

Given first reading 9/20/04

Postponed on 10/4/04

Public Hearing and Passage 10/18/04 7-1 (Smith abstaining, O'Donnell opposed)

NATHAN H. SMITH (MAYOR)(3)

WILLIAM R. GORHAM (1)

KAREN A. GERAGHTY (2)

CHERYL A. LEEMAN (4)

JAMES I. COHEN (5)

CITY OF PORTLAND
IN THE CITY COUNCIL

PETER E. O'DONNELL (A/L)

JAMES F. CLOUTIER (A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

**ORDER AUTHORIZING AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING MAP AMENDMENT)
RE: CONDITIONAL REZONING FOR 802-828 OCEAN AVENUE**

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

**CONDITIONAL ZONE AGREEMENT
GRAVES HILL LAND COMPANY, LLC**

This Agreement made this _____ day of _____, 2004 by **GRAVES HILL LAND COMPANY, LLC**, a Maine limited liability company with an office in Saco, Maine (hereinafter "GRAVES HILL").

WITNESSETH:

WHEREAS, GRAVES HILL owns a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, GRAVES HILL proposes to construct upon a portion of the Property a maximum of 98 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

WHEREAS, GRAVES HILL has requested the rezoning of 10.167 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 8.155 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS) ; and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

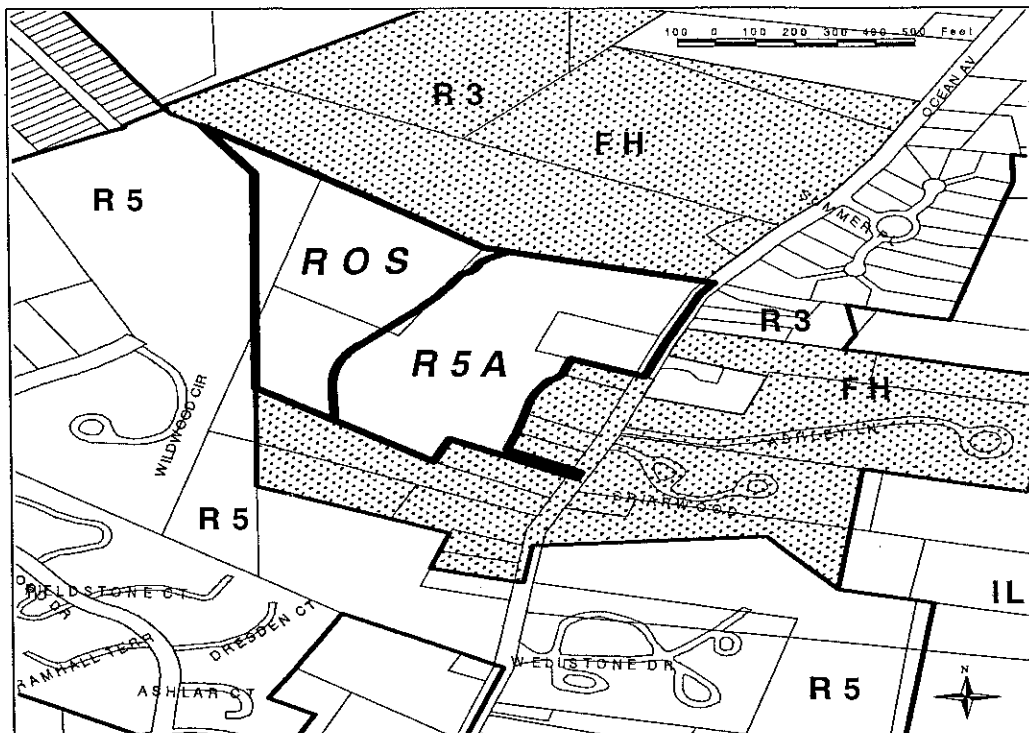
it is necessary and appropriate to impose with **GRAVES HILL's** agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on _____, 200__, by City Council Order No. _____, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, GRAVES HILL has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **GRAVES HILL**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **GRAVES HILL** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated December 2000, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to R-5A and R-OS). If this Agreement is not recorded within thirty (30) days of the City Counsel's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS**

July 2004

Map prepared by the City of Portland's Department of Planning & Development and the GIS Workgroup

2. **GRAVES HILL** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. Up to 98 residential units located in two buildings, each building containing up to 49 units, which may be sold as condominium units, resulting in a maximum total of ninety-eight (98) residential units within the Property; and
- b. a community room in each building available for use by the residents of the PRUD; and
- c. a small office in each building to be used by employees of the condominium owners' association, only for on-site property management and concierge services for 802 Ocean Avenue, if determined necessary by the condominium owners' association; and
- d. a fitness and special events room in each building available for use by the residents of the PRUD; and
- e. a cross country ski center/locker room in each building available for use by the residents of the PRUD; and

- f. parking in an amount of not less than 2 spaces per residential unit, plus at least 28 additional surface visitor parking spaces; and
- g. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-nine (49) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-nine (49) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **GRAVES HILL** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **GRAVES HILL** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public. The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking

dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **GRAVES HILL**, its successors and assigns, Graves Hill Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **GRAVES HILL** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I. If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **GRAVES HILL** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **GRAVES HILL** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Richardson and Associates (last revised August 16, 2004) and the Proposed Building Design site sections, building sections and floor plans submitted by Scott Simons Architects (last revised July 8, 2004) and the preliminary elevation from Mackworth Island (undated, submitted August 17, 2004), attached hereto. The Graves Hill entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **GRAVES HILL**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **GRAVES HILL** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **GRAVES HILL** shall instead contribute funds

equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

GRAVES HILL shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **GRAVES HILL** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **GRAVES HILL** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **GRAVES HILL** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **GRAVES HILL** and/or Diane Doyle holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **GRAVES HILL** or any successor in interest may convey the R-OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 49

**Maximum number of buildings containing
residential dwelling units:** 2

Maximum building height: 100 feet, as measured per zoning ordinance,
and in accordance with the plans attached hereto and in accordance with the location on the site
plan

Parking: Minimum of 2 spaces per unit plus 28 visitor
spaces, half in Phase I and half in Phase II

Minimum recreation open space area: Outdoor passive recreation in the form of

pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **GRAVES HILL** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **GRAVES HILL** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **GRAVES HILL**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized representatives.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **GRAVES HILL** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **GRAVES HILL'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **GRAVES HILL** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the

request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **GRAVES HILL** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

GRAVES HILL LAND COMPANY, LLC

By: _____
Diane Doyle
Its Manager

STATE OF MAINE
CUMBERLAND, SS.

_____, 200_

Then personally appeared the above-named Diane Doyle, Manager of GRAVES HILL LAND COMPANY, LLC as aforesaid, and acknowledged the foregoing instrument to be her

free act and deed in her said capacity and the free act and deed of said limited liability company.

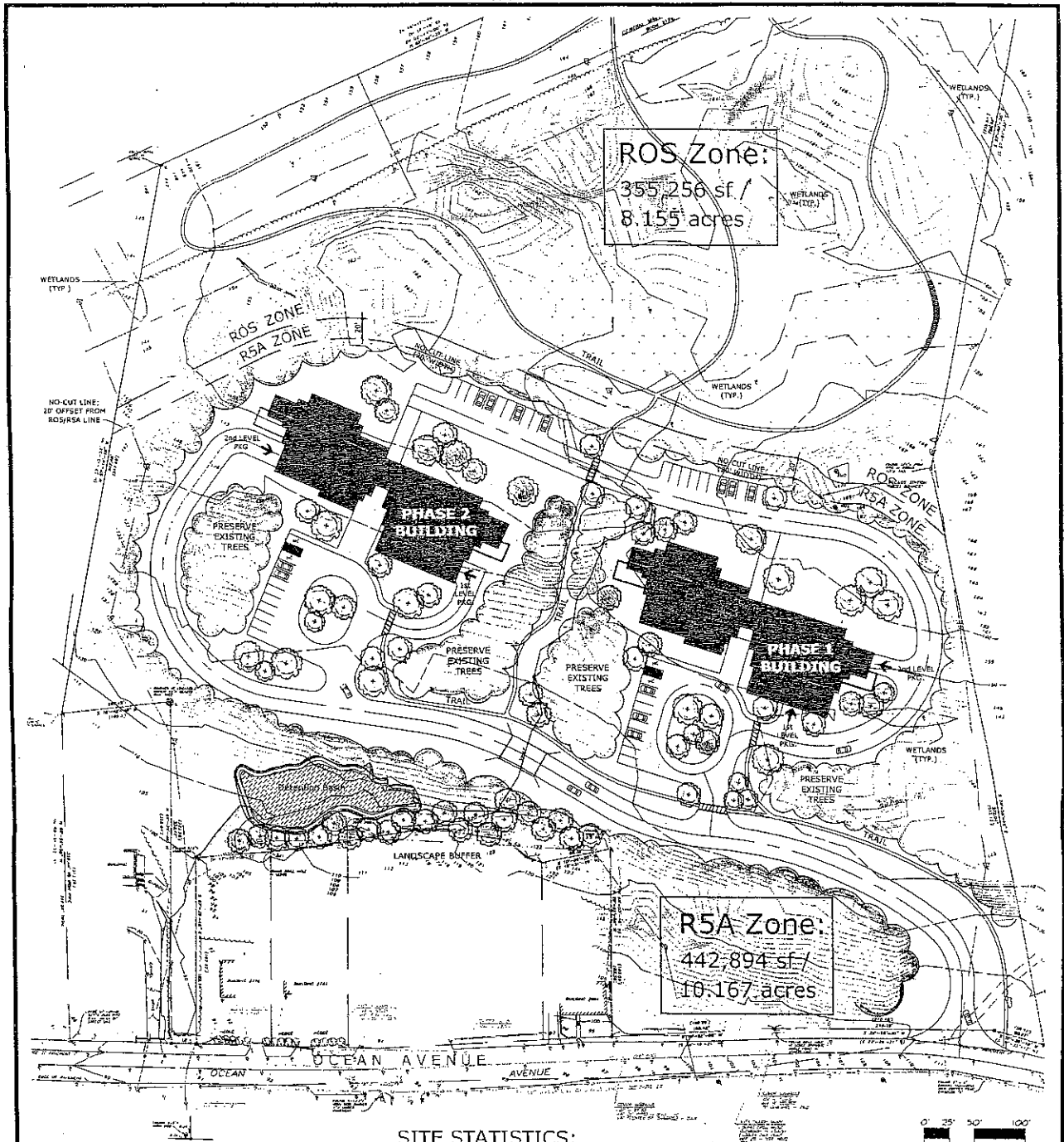
Before me,

Notary Public/Attorney-at-Law

Printed name: _____

My Commission Expires: _____

EXHIBIT 1



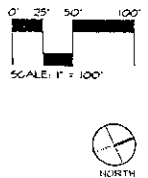
NOTES:

1. ALL TOPOGRAPHIC INFORMATION AND EXISTING BASE INFORMATION EXCEPT WETLANDS BOUNDARIES PROVIDED BY DOW & COULOMBE SURVEYORS.
2. UTILITY INFORMATION SHOWN IS APPROXIMATE ONLY.
3. PROPOSED ELEVATIONS AND PERCENT SLOPES INDICATED ON PLAN ARE TO PROVIDE GENERAL INFORMATION REGARDING
4. EXISTING AND PROPOSED CONDITIONS AND RELATIONSHIPS.
5. WETLANDS BOUNDARIES SHOWN ARE FOR PLANNING PURPOSES ONLY AND WILL REQUIRE FIELD VERIFICATION.

SITE STATISTICS:

Site Size: Gross area: 798,150 s.f. / 18.323 acres
 Zone ROS: 355,256 s.f. / 8.155 acres
 Zone R5A: 442,894 s.f. / 10.167 acres
 Net Land Area: 434,622 s.f. / 9.978 acres
 Frontage: 645 L.F.
 Impervious Surface Ratio: 0.16
 Number of Units:
 Phase 1: 49
 Phase 2: 49
 Gross Density: 5.3 Units/Acre
 Net Density: 9.8 Units/Acre
 Roadway Ownership: Private
 Linear Feet of Roadway: 2,656 L.F.
 Roadway Width: 24 feet

Total Number of Parking Spaces: 224 spaces
 Phase 1: 112 spaces
 Phase 2: 112 spaces
 Parking Spaces within Parking Structure:
 Phase 1: 90 spaces
 Phase 2: 22 spaces
 Surface Parking Spaces:
 Phase 1: 22 spaces
 Phase 2: 22 spaces
 Projected Wetlands Disturbance: 2,230 s.f.
 Projected Site Disturbance: 3.4 Acres
 Trail:
 Zone ROS: 2,855 lf
 Zone R5A: 1,170 lf
 Total Trail: 4,025 lf



Preliminary Site Plan: Zone Identification

GRAVES HILL

Portland, Maine

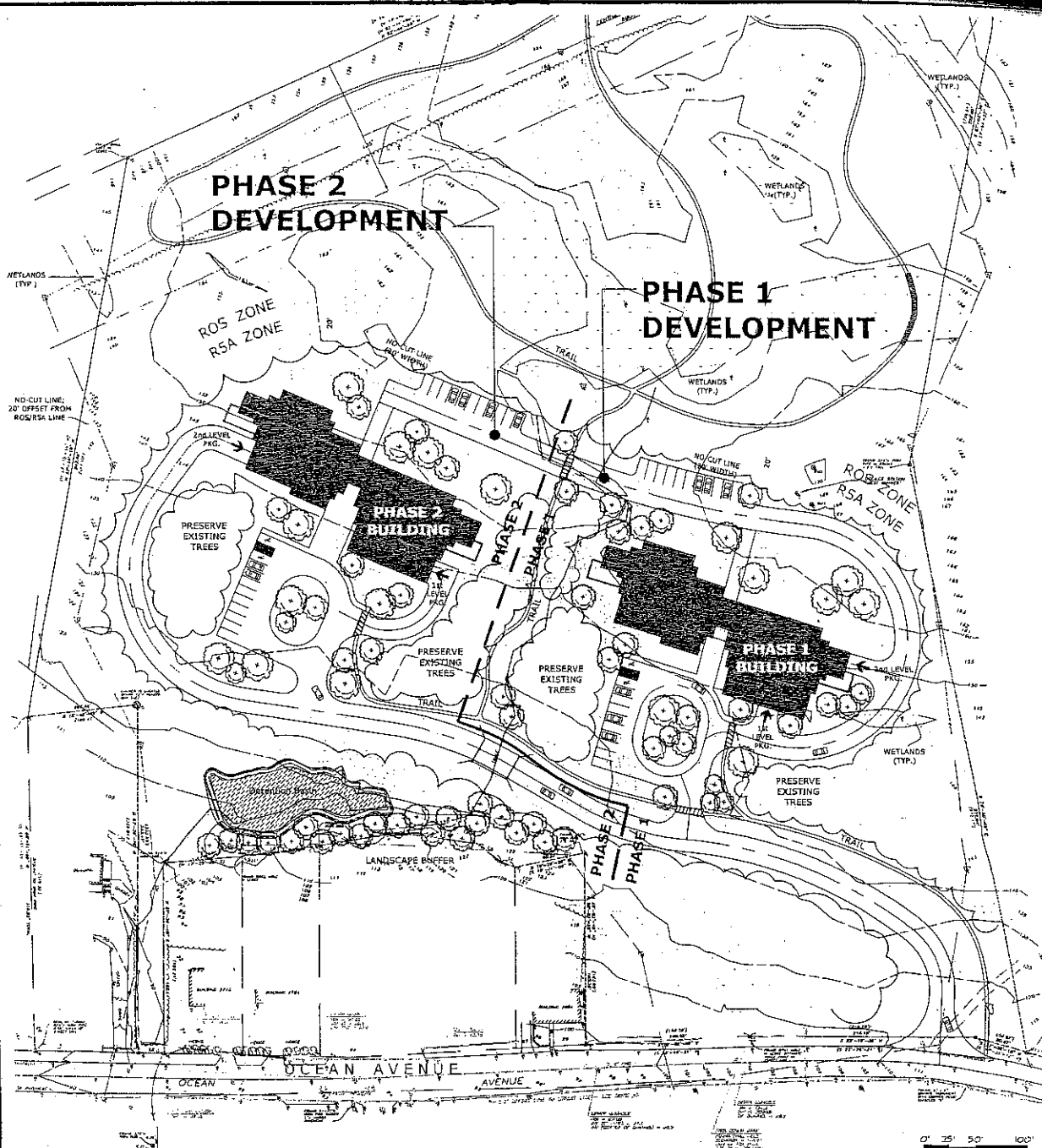
Developer: GRAVES HILL LAND COMPANY
 150 Main Street
 Scarborough, Maine
 tel: 207.286.1191

Architect: Scott Simons Architects
 75 York Street
 Portland, Maine 04101
 tel: 207.772.4656

Landscape Architect: Richardson & Associates
 Landscape Architects
 PO Box 426
 176 Main Street
 Scarborough, Maine 04072
 tel: 207.286.9291

Civil Engineer: BH2M
 Consulting Engineers
 28 State Street
 Gorham, Maine
 tel: 207.870.7371

MARCH 25, 2004
 REVISED MAY 14, 2004
 REVISED JUNE 1, 2004
 REVISED JUNE 14, 2004
 REVISED JULY 8, 2004
 REVISED AUGUST 16, 2004



NOTES:

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 Zone RSA: 442,894 s.f. / 10.167 acres
 Net Land Area: 434,622 s.f. / 9.978 acres
 Frontage: 445 L.F.
 Impervious Surface Ratio: 0.16

Number of Units:
 Phase 1: 49
 Phase 2: 49
 Gross Density: 5.3 Units/Acre
 Net Density: 9.8 Units/Acre

Roadway Ownership: Private
 Linear Feet of Roadway: 2,656 L.F.
 Roadway Width: 24 feet

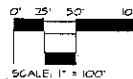
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 Phase 2: 112 spaces

Parking Spaces within Parking Structure:
 Phase 1: 90 spaces
 Phase 2: 90 spaces

Surface Parking Spaces:
 Phase 1: 22 spaces
 Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,730 s.f.
 Projected Site Disturbance: 3,645 Acres

Trail:
 Zone ROS: 2,855 L.F.
 Zone RSA: 1,170 L.F.
 Total Trail: 4,025 L.F.



Preliminary Site Plan: Phasing Identification

GRAVES HILL

Portland, Maine

Developer: GRAVES HILL LAND COMPANY

110 Main Street
 Skowhegan, Maine
 Tel: 207.286.1151

Architect: Scott Simons Architects

75 York Street
 Portland, Maine 04101
 Tel: 207.722.4656

Landscape Architect: Richardson & Associates

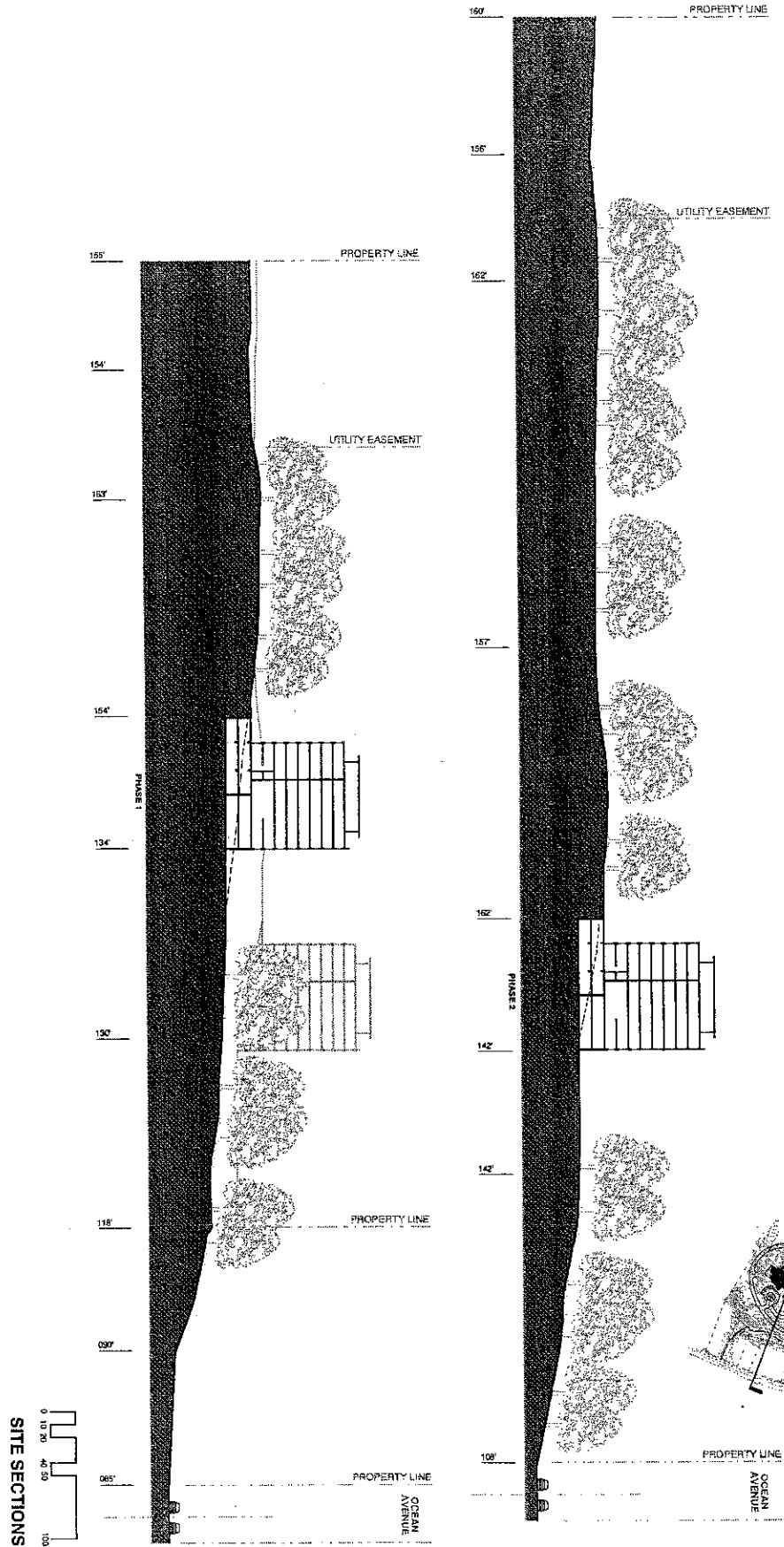
Landscape Architects
 PO Box 426
 176 Main Street
 Skowhegan, Maine 04972
 Tel: 207.286.9291

Civil Engineer: BHZM
 Consulting Engineers
 28 State Street
 Gorham, Maine
 Tel: 207.639.2771

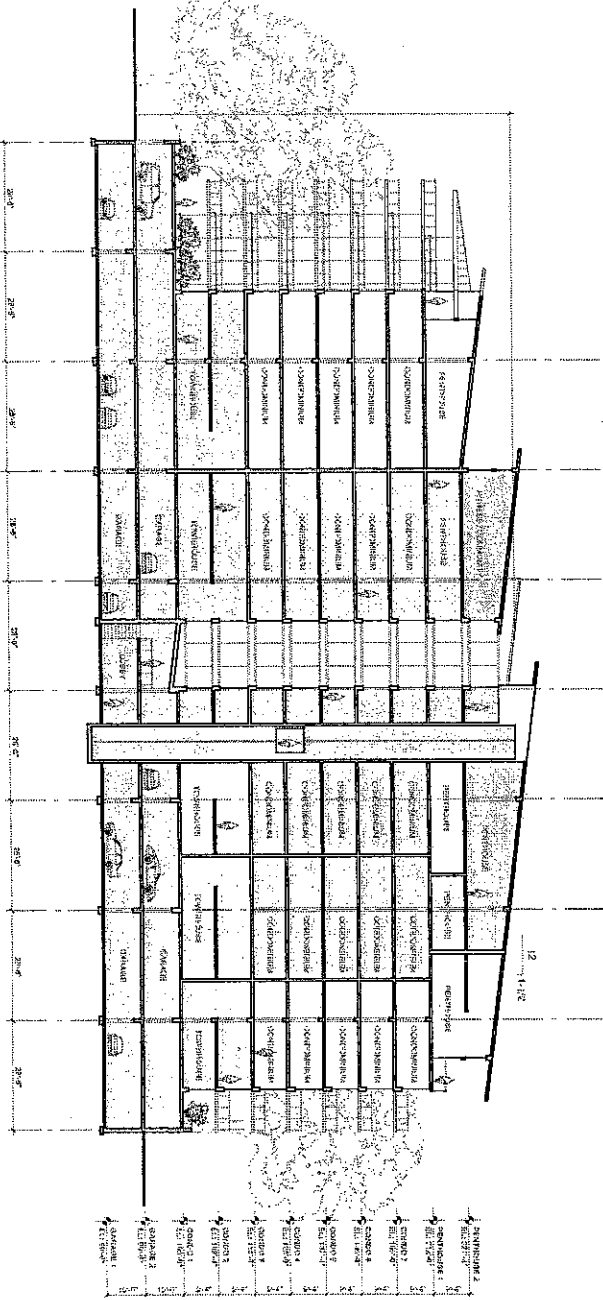
MARCH 25, 2004
 REVISED MAY 14, 2004
 REVISED JUNE 1, 2004
 REVISED JUNE 14, 2004
 REVISED JULY 6, 2004
 REVISED AUGUST 16, 2004

EXHIBIT 3

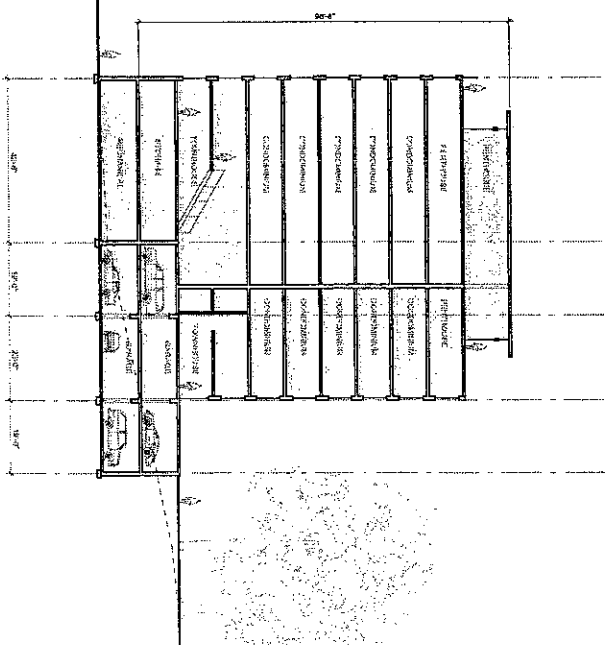
GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



S-N BUILDING SECTION



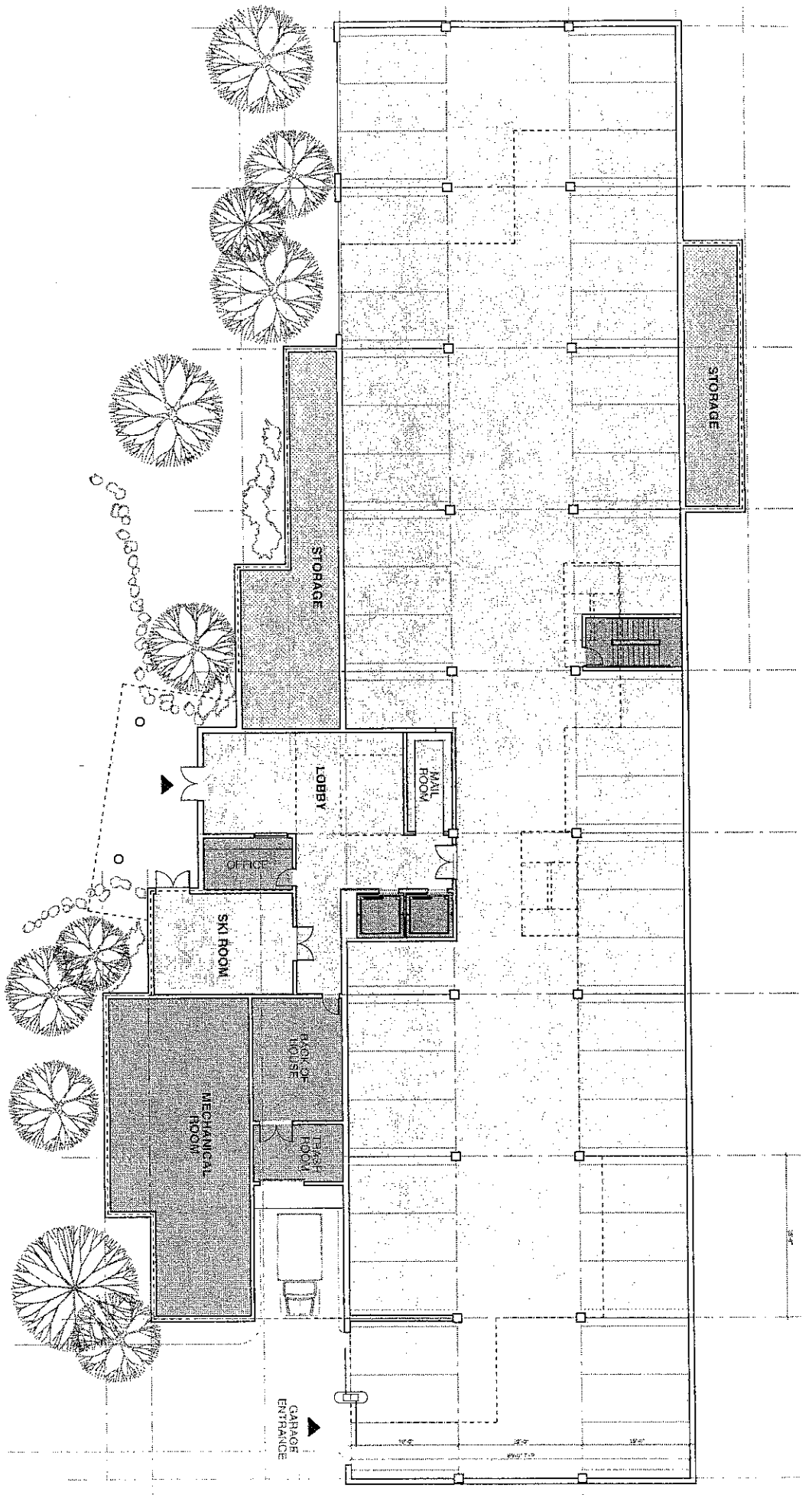
E-W BUILDING SECTION



BUILDING SECTIONS

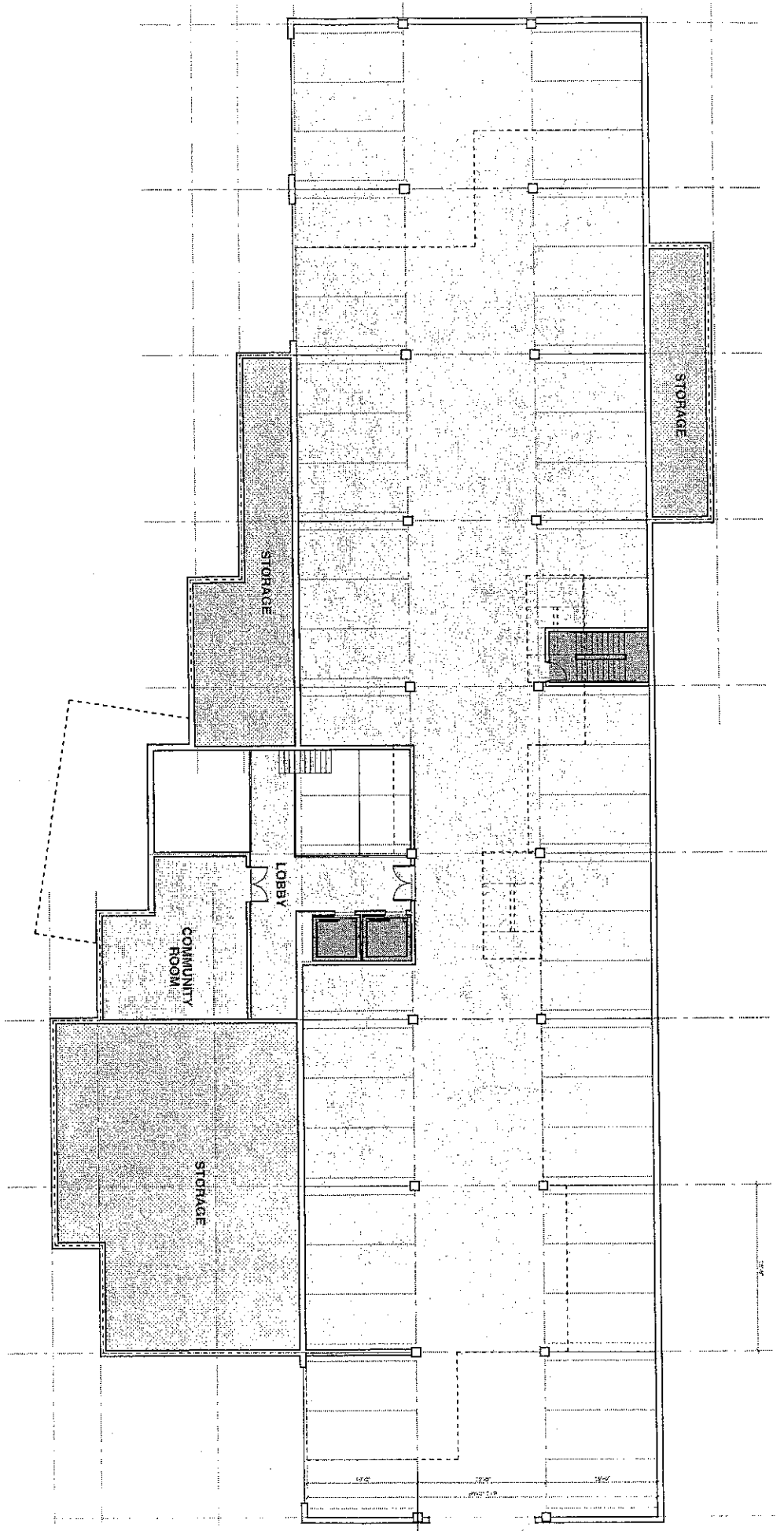
GRAVES HILL
OCEAN AVENUE
PORTLAND, ME

GRAVES HILL
 OCEAN AVENUE
 PORTLAND, ME



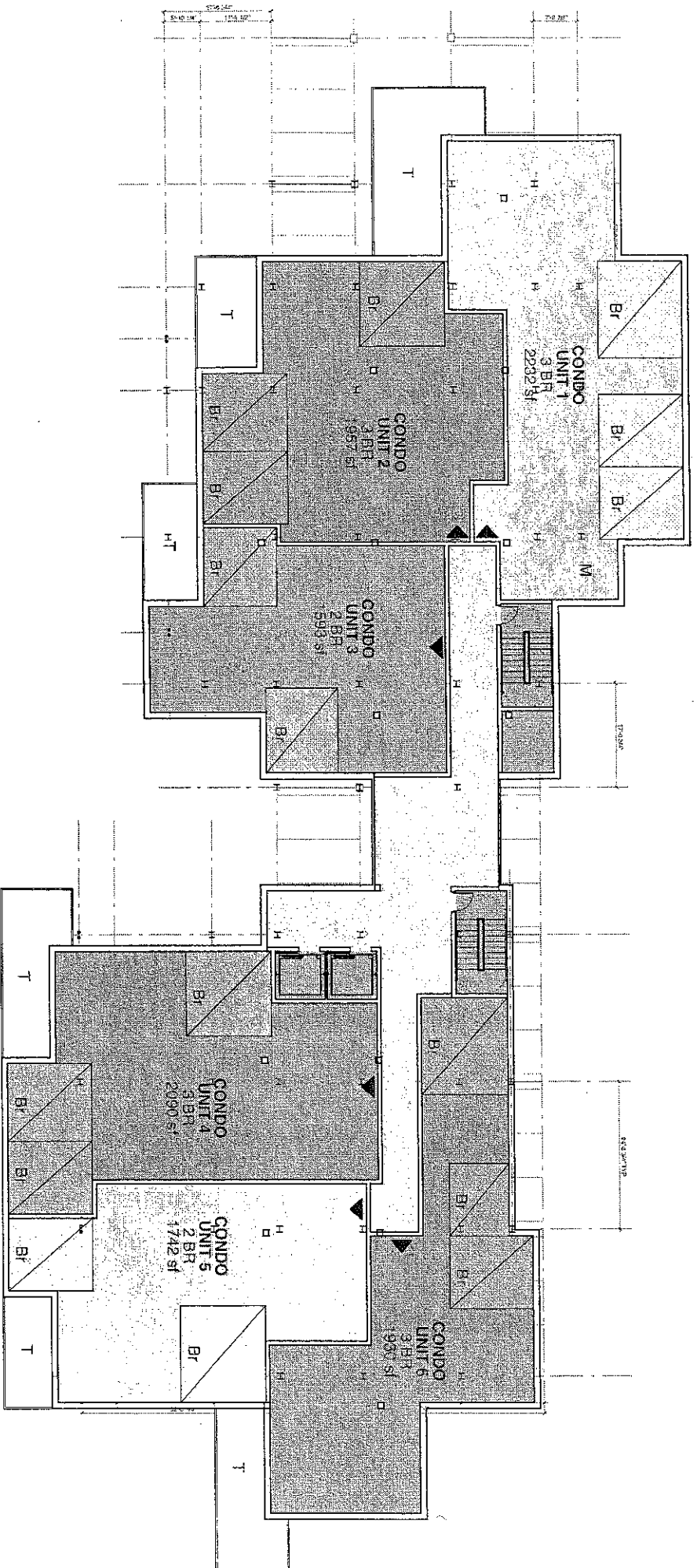
FLOOR 01: LOBBY & GARAGE

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



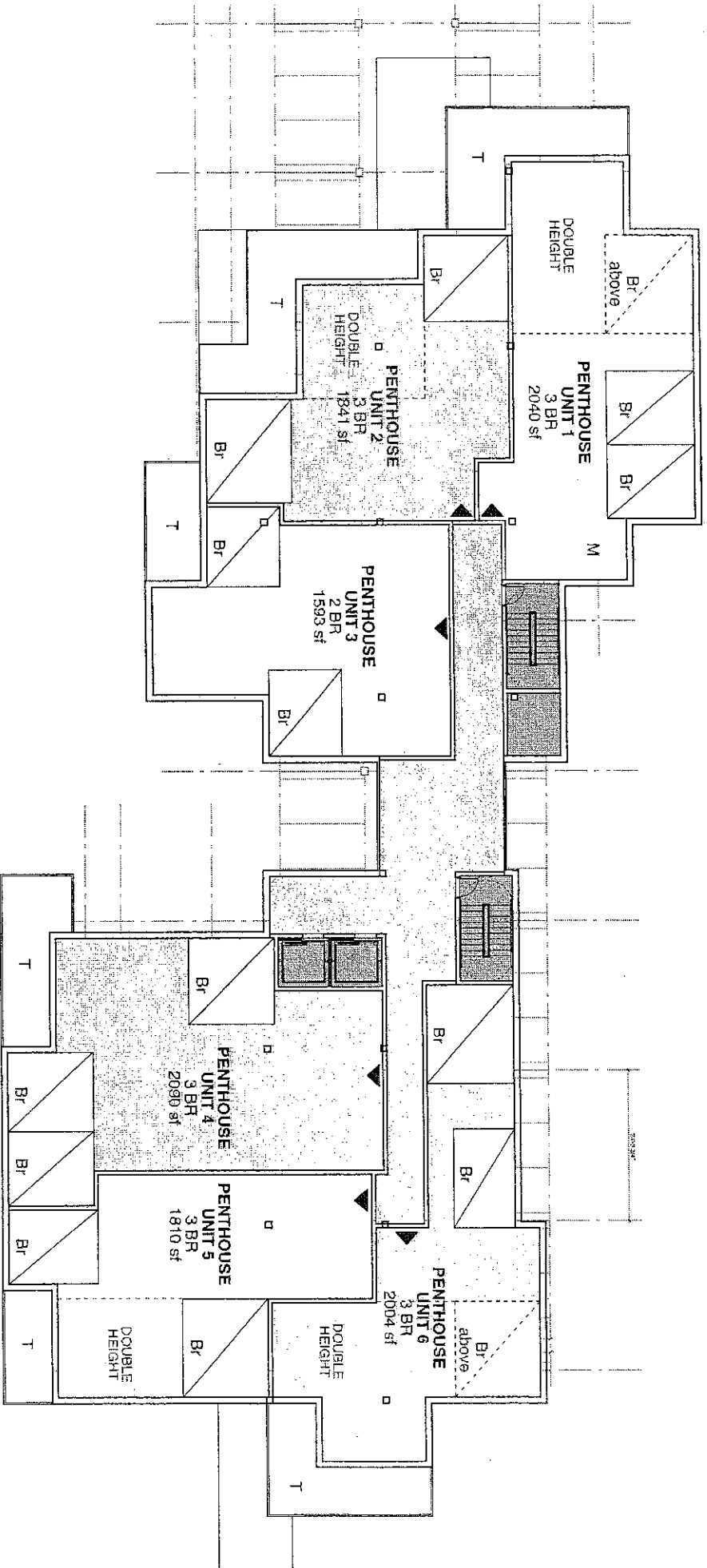
FLOOR 02: COMMUNITY ROOM & GARAGE

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



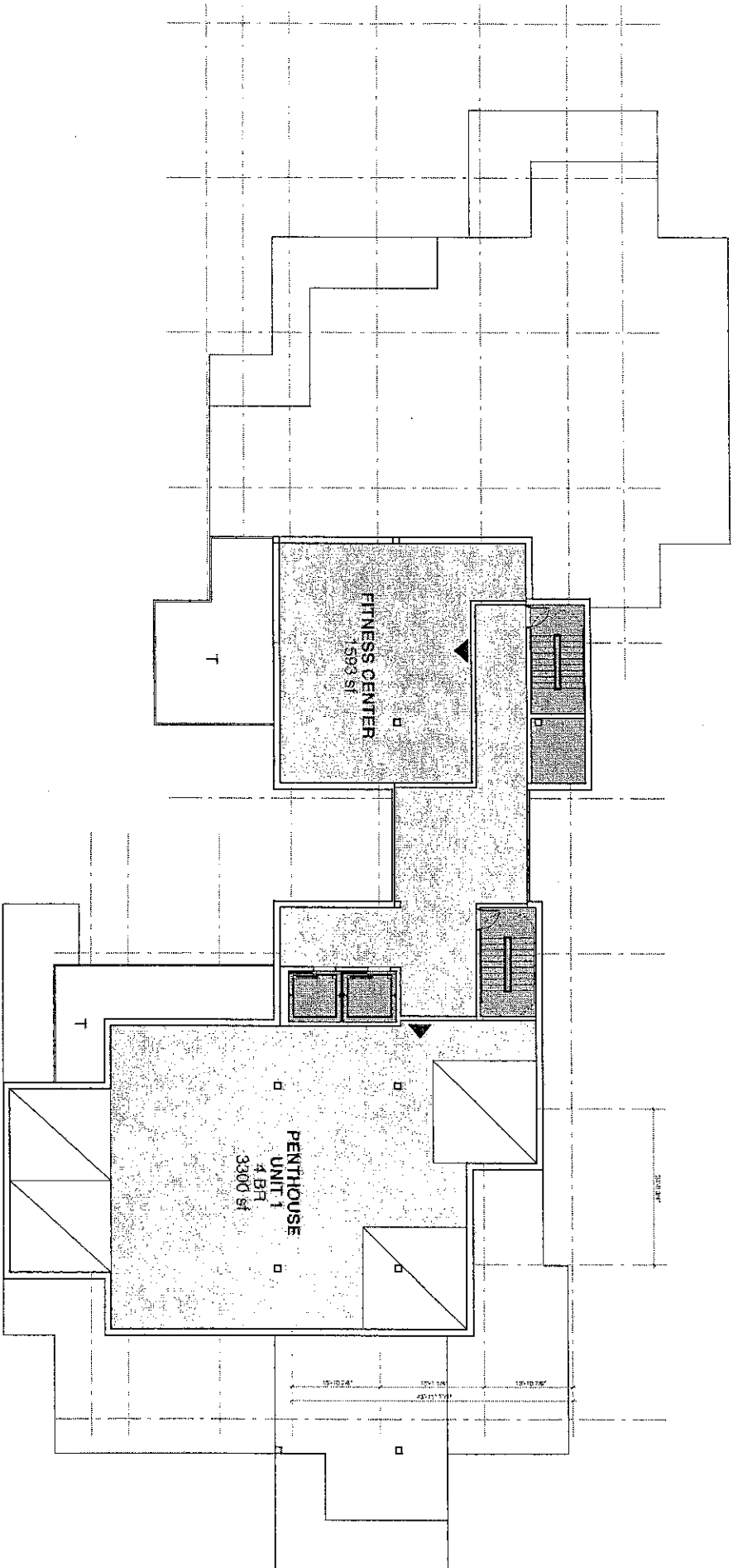
FLOOR 03-09: TYPICAL CONDOMINIUM
 14,510 SF TOTAL

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



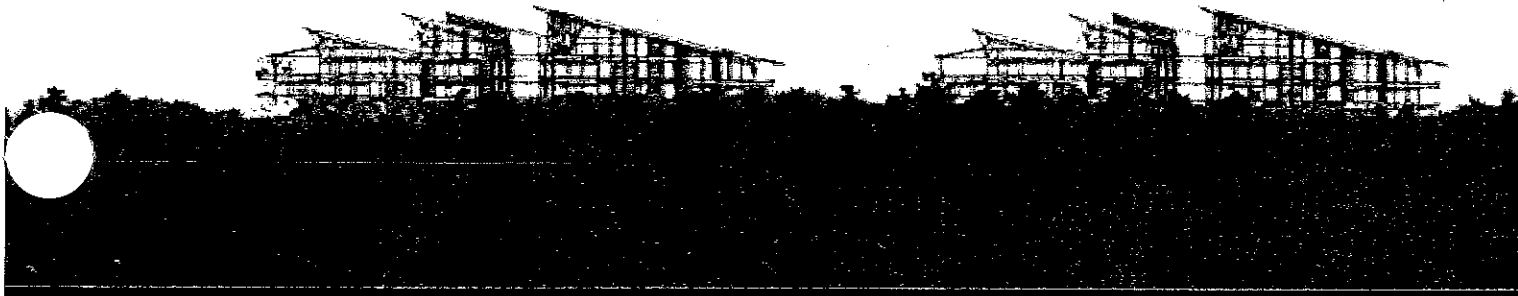
FLOOR 10: PENTHOUSE
 13,405 SF TOTAL

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME



FLOOR 11: PENTHOUSE
6,653 SF TOTAL

EXHIBIT 4



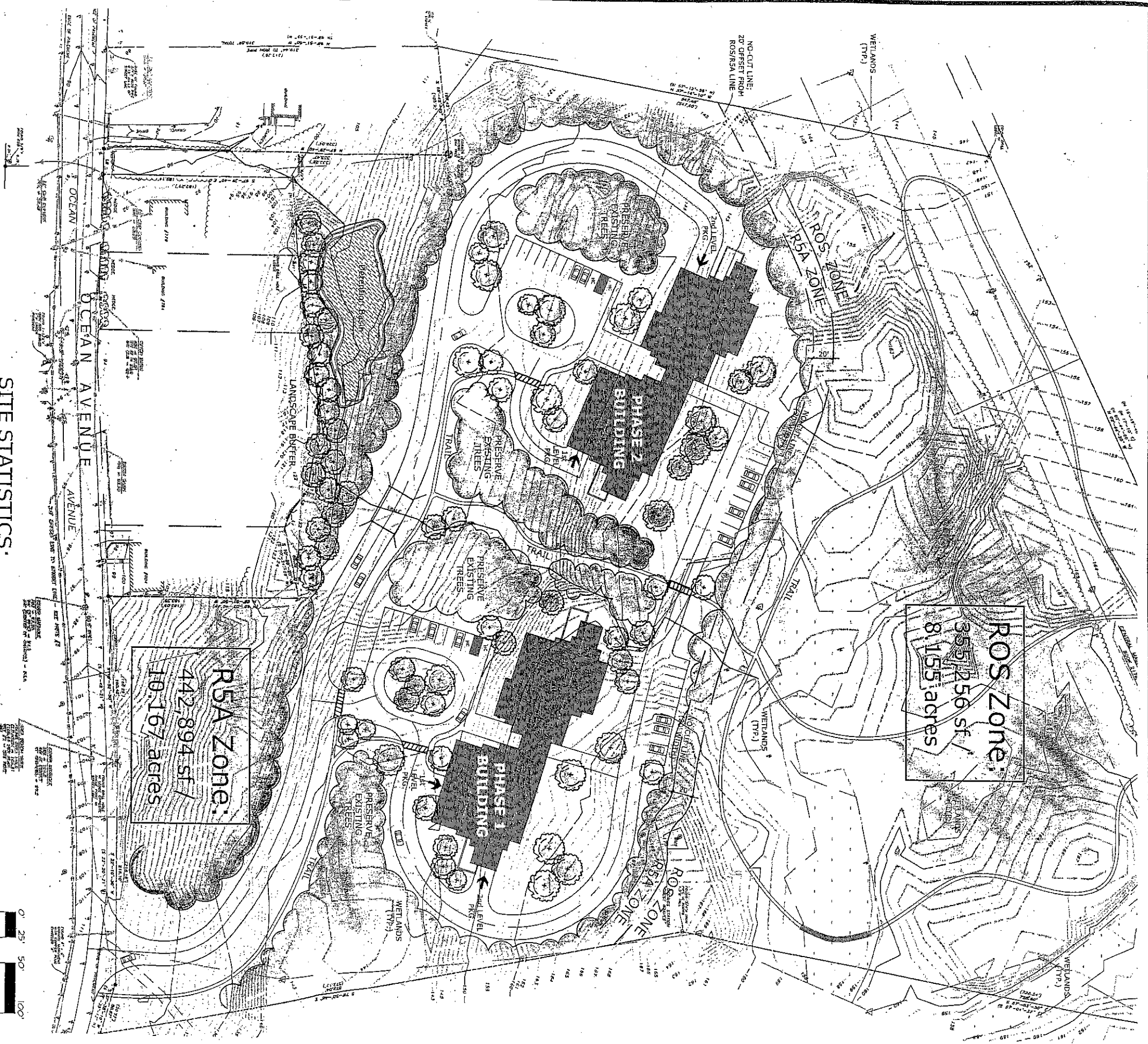
Submitted to
PORTLAND PLANNING BOARD
AUGUST 17, 2004

GRAVES HILL LAND COMPANY, LLC
Diane Doyle 207.286.1151

SCOTT SIMONS ARCHITECTS
Scott Simons 207.772.4656

RICHARDSON & ASSOCIATES
Todd Richardson 207.286.9291

BH2M
Les Berry 207.839.2771



NOTES:

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SITE STATISTICS:

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Zone ROS: 355,256 s.f. / 8.155 acres
Zone RSA: 442,894 s.f. / 10.167 acres
Net Land Area: 434,622 s.f. / 9.978 acres
Frontage: 445 l.f.
ImperVIOUS Surface Ratio: 0.16

Number of Units:
Phase 1: 49
Phase 2: 49
Gross Density: 5.3 Units/Acre
Net Density: 9.8 Units/Acre

Roadway Ownership: Private
Linear Feet of Roadway: 2,656 l.f.
Roadway Width: 24 feet

Total Number of Parking Spaces: 224 spaces
Phase 1: 112 spaces
Phase 2: 112 spaces

Parking Spaces within Parking Structure:
Phase 1: 90 spaces
Phase 2: 90 spaces

Surface Parking Spaces:
Phase 1: 22 spaces
Phase 2: 22 spaces

Projected Wetlands Disturbance: 2,230 s.f.
Projected Site Disturbance: 3.4 Acres

Trail:
Zone ROS: 2,855 l.f.
Zone RSA: 1,170 l.f.
Total Trail: 4,025 l.f.

Preliminary Site Plan: Zone Identification

GRAVES HILL

Portland, Maine

MARCH 25, 2004
REVISED MAY 14, 2004
REVISED JUNE 1, 2004
REVISED JUNE 8, 2004
REVISED AUGUST 16, 2004

Developer: GRAVES HILL LAND COMPANY
110 Main Street
Saco, Maine
Tel 207.286.1151

Architect: Scott Simons Architects
75 York Street
Portland, Maine 04103
Tel 207.772.6556

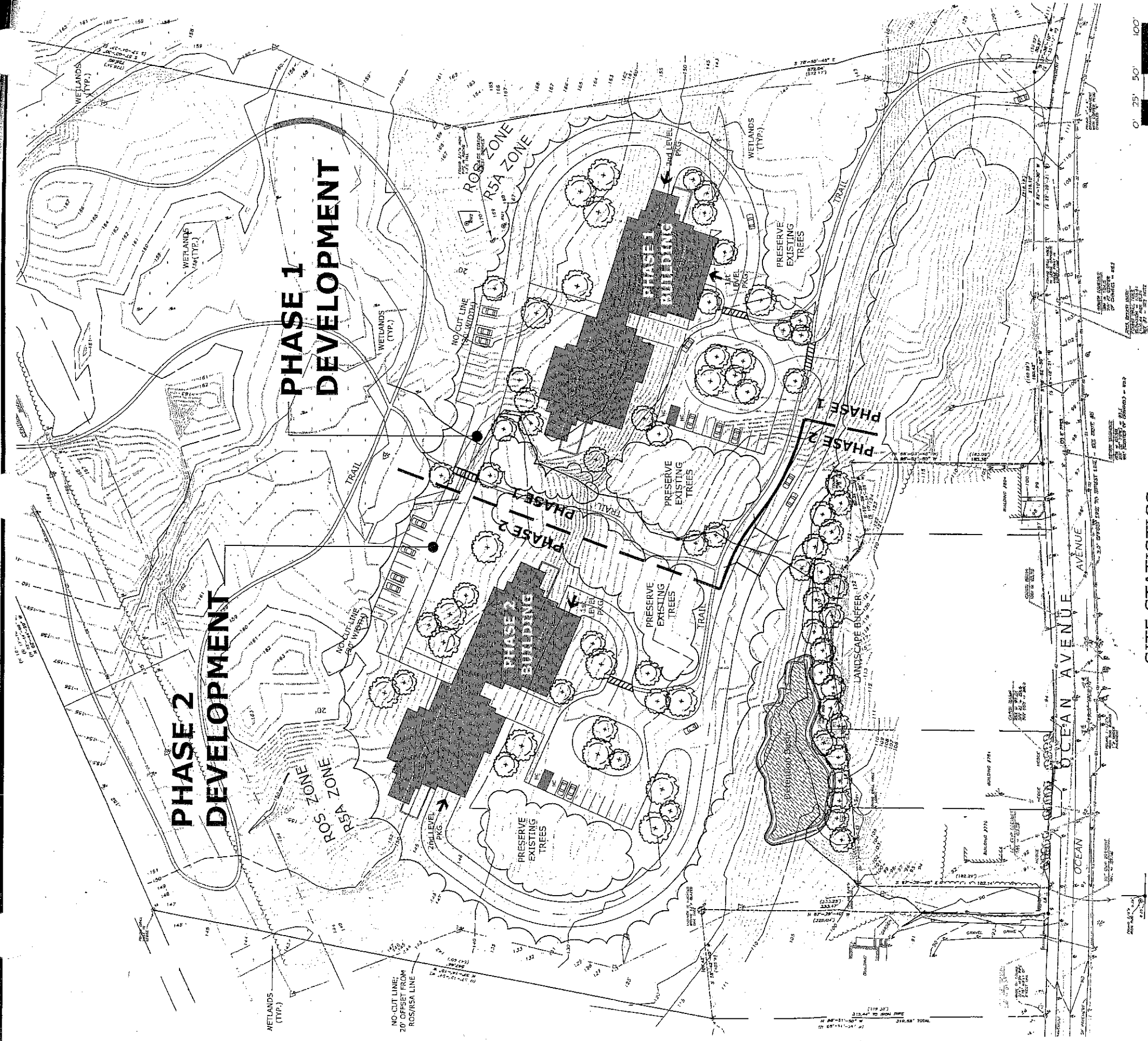
Landscape Architect: Richardson & Associates
Landscape Architects
PO Box 426
176 Main Street
Saco, Maine 04072
Tel 207.286.9291

Civil Engineer: BH2M
Consulting Engineers
28 State Street
Corryville, Maine
Tel 207.859.7771



PHASE 2 DEVELOPMENT

PHASE 1 DEVELOPMENT



SITE STATISTICS:

Site Size: Gross area: 798,150 s.f. / 18.323 acres
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Preliminary Site Plan: Phasing Identification

GRAVES HILL

Portland, Maine

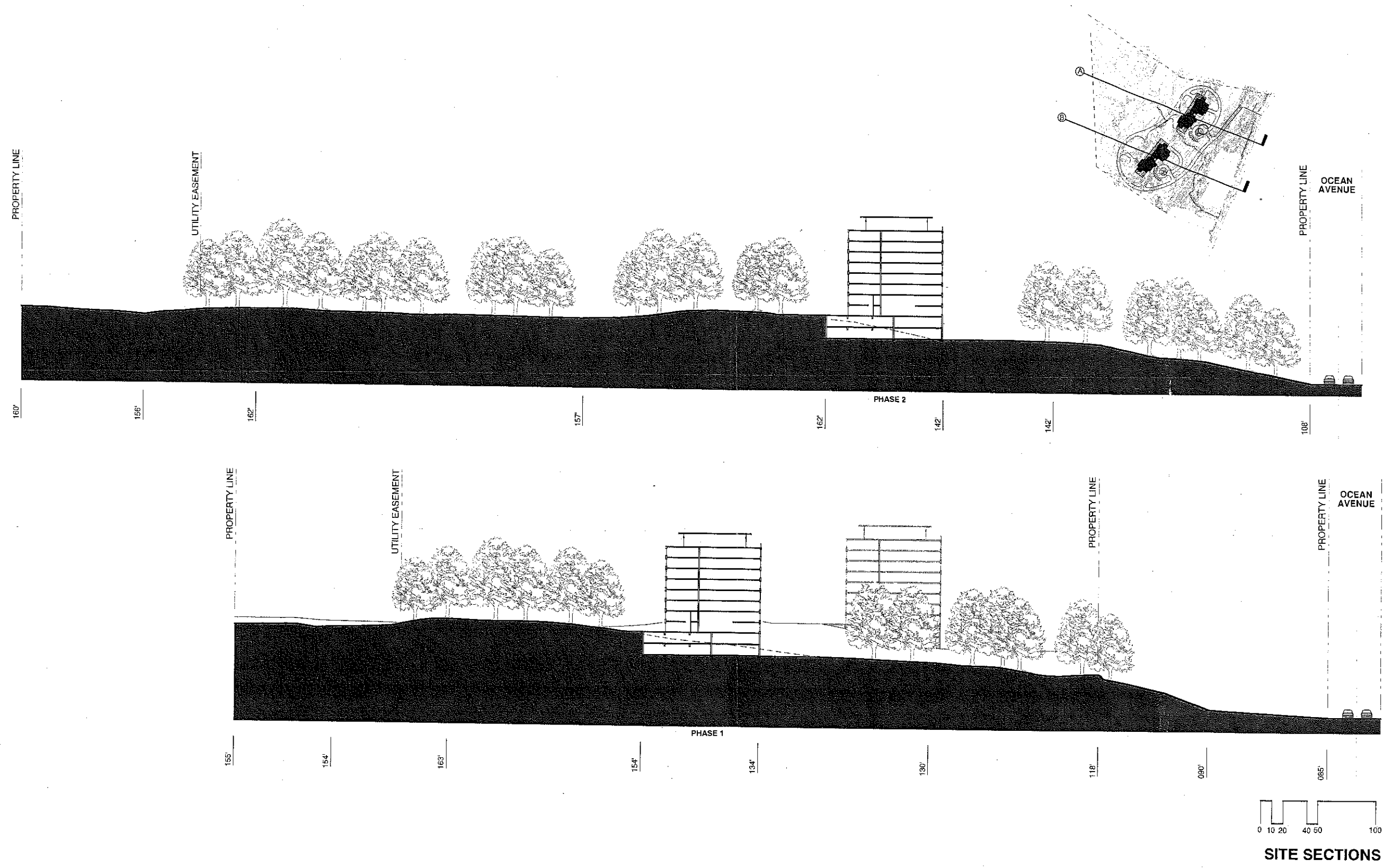
Developer: GRAVES HILL LAND COMPANY
 110 Main Street
 Saco, Maine
 tel 207.286.1151

Architect: Scott Simons Architects
 75 York Street
 Portland, Maine 04101
 tel 207.772.4656

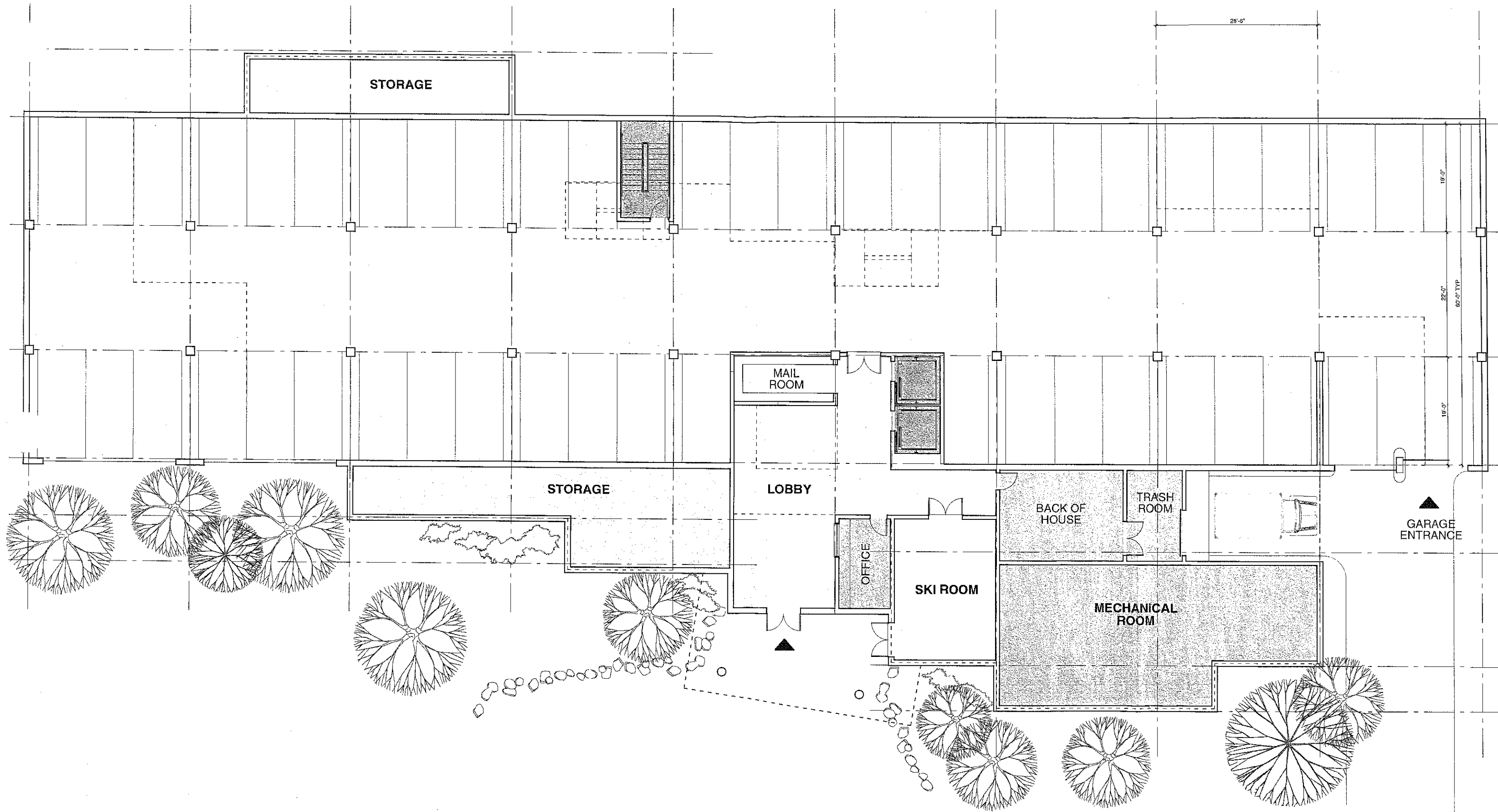
Landscape Architect: Richardson & Associates
 Landscape Architects
 PO Box 426
 176 Main Street
 Saco, Maine 04072
 tel 207.286.9291

Civil Engineer: BHZM
 Consulting Engineers
 28 State Street
 Gorham, Maine
 tel 207.939.2771

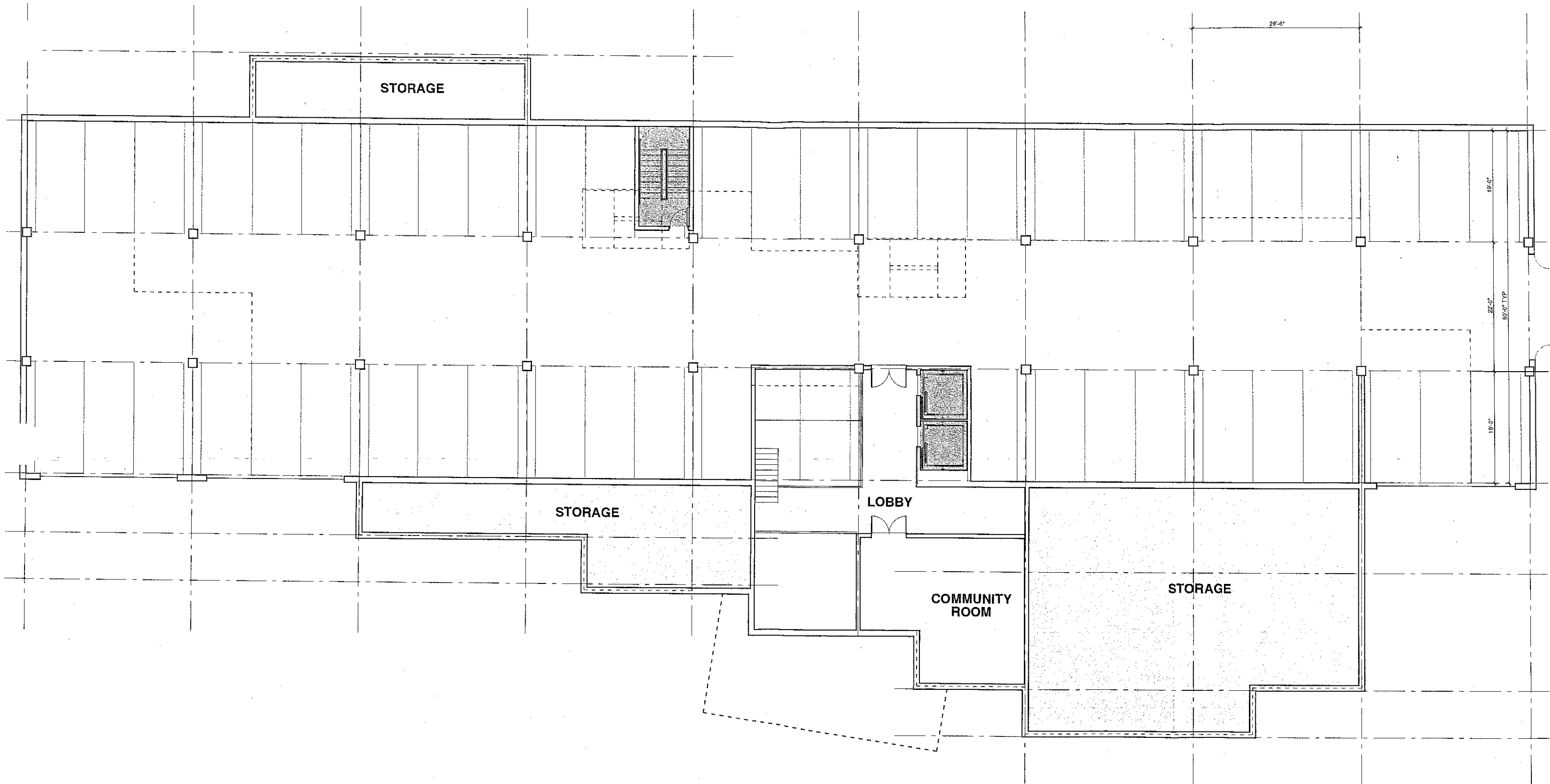
MARCH 23, 2004
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 REVISED JUNE 1, 2004
 REVISED JUNE 14, 2004
 REVISED JULY 6, 2004
 REVISED AUGUST 16, 2004



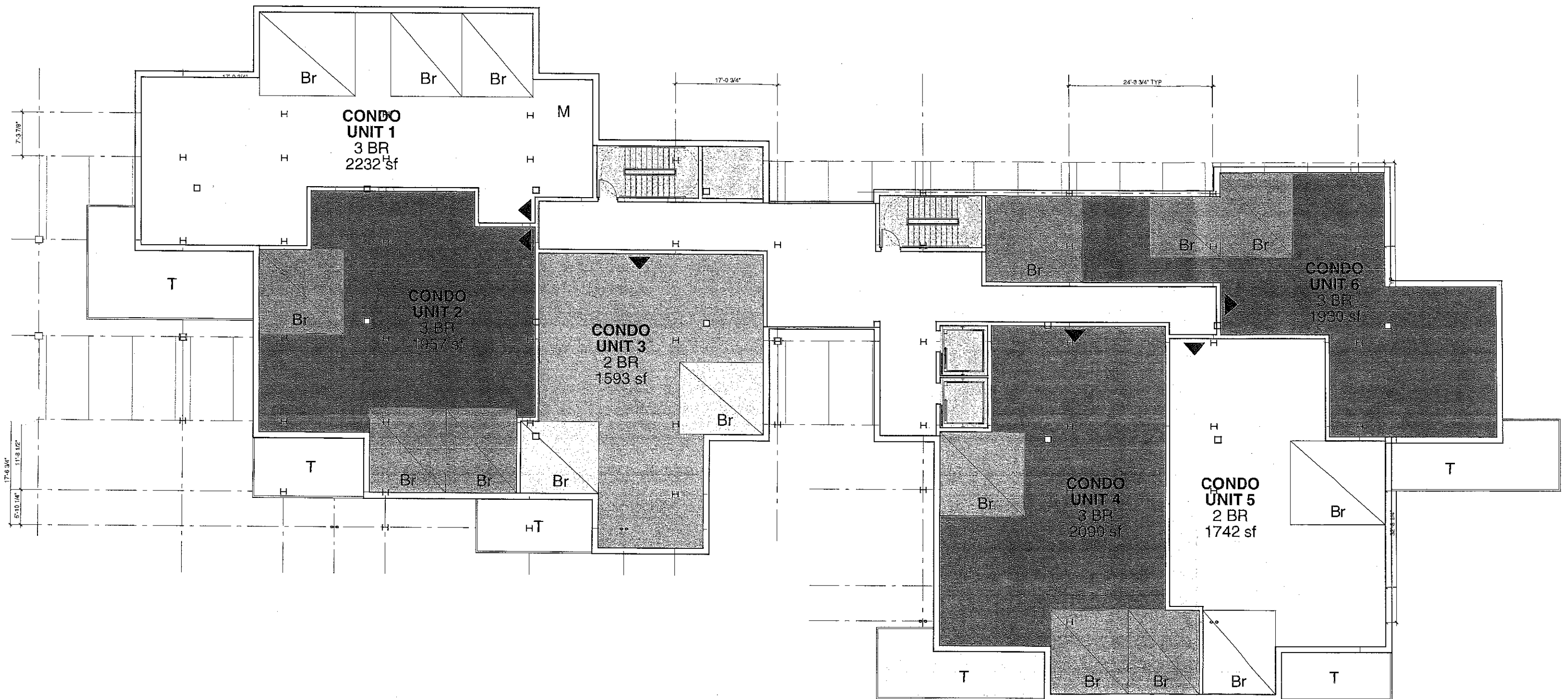
GRAVES HILL
 OCEAN AVENUE
 PORTLAND, ME



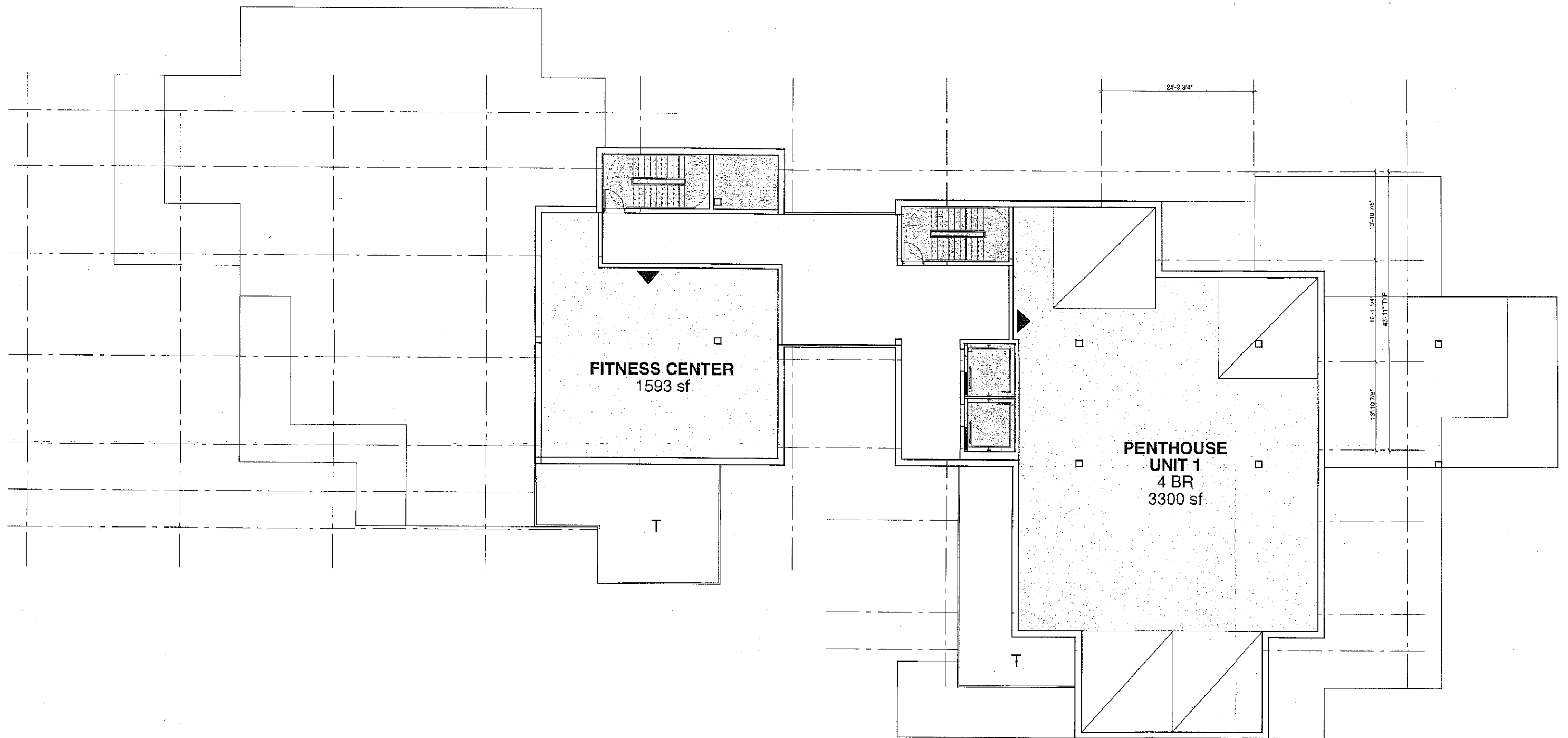
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 OCEAN AVENUE
 PORTLAND, ME



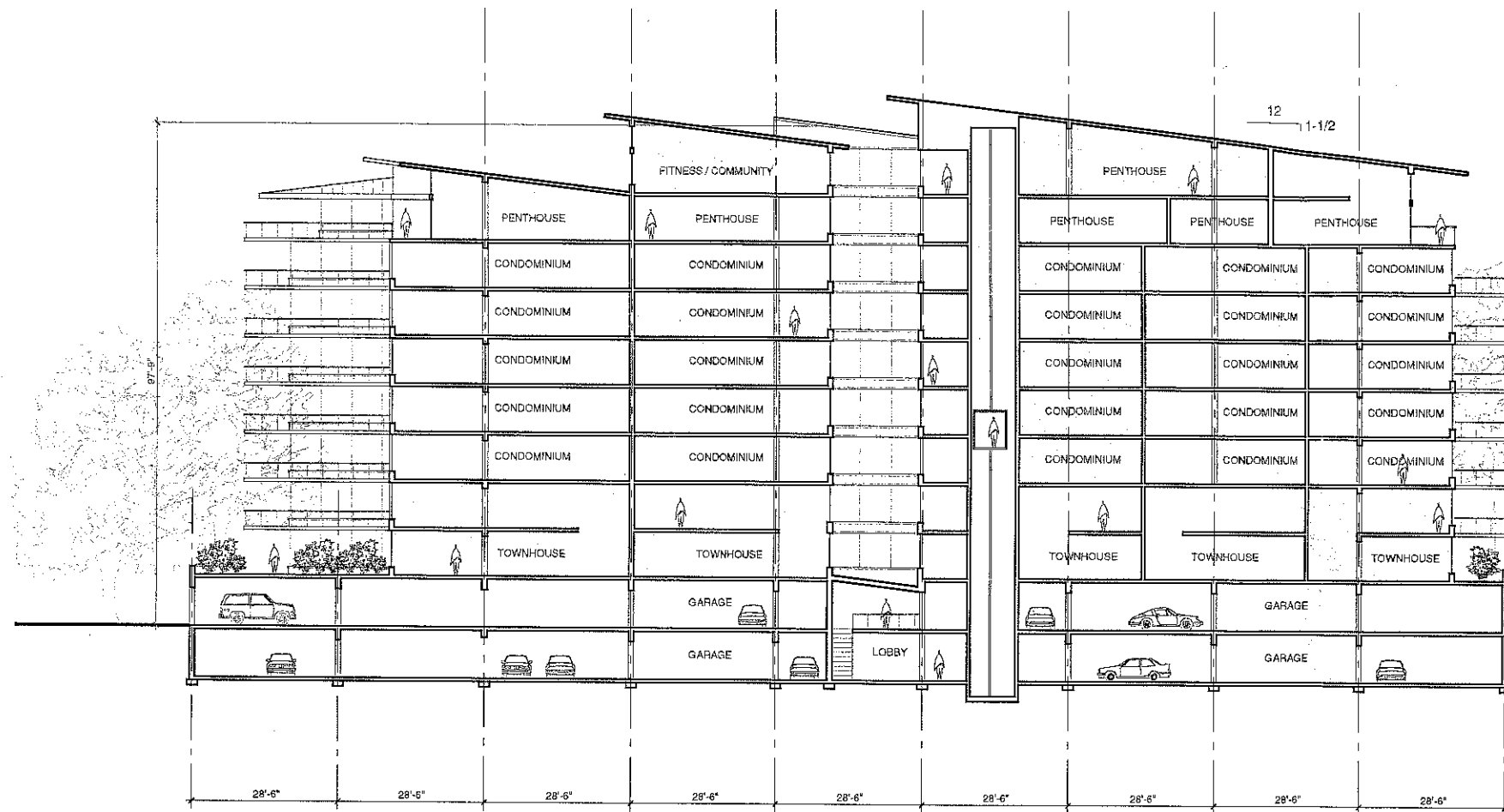
FLOOR 02: COMMUNITY ROOM & GARAGE



FLOOR 03-09: TYPICAL CONDOMINIUM
14,510 SF TOTAL

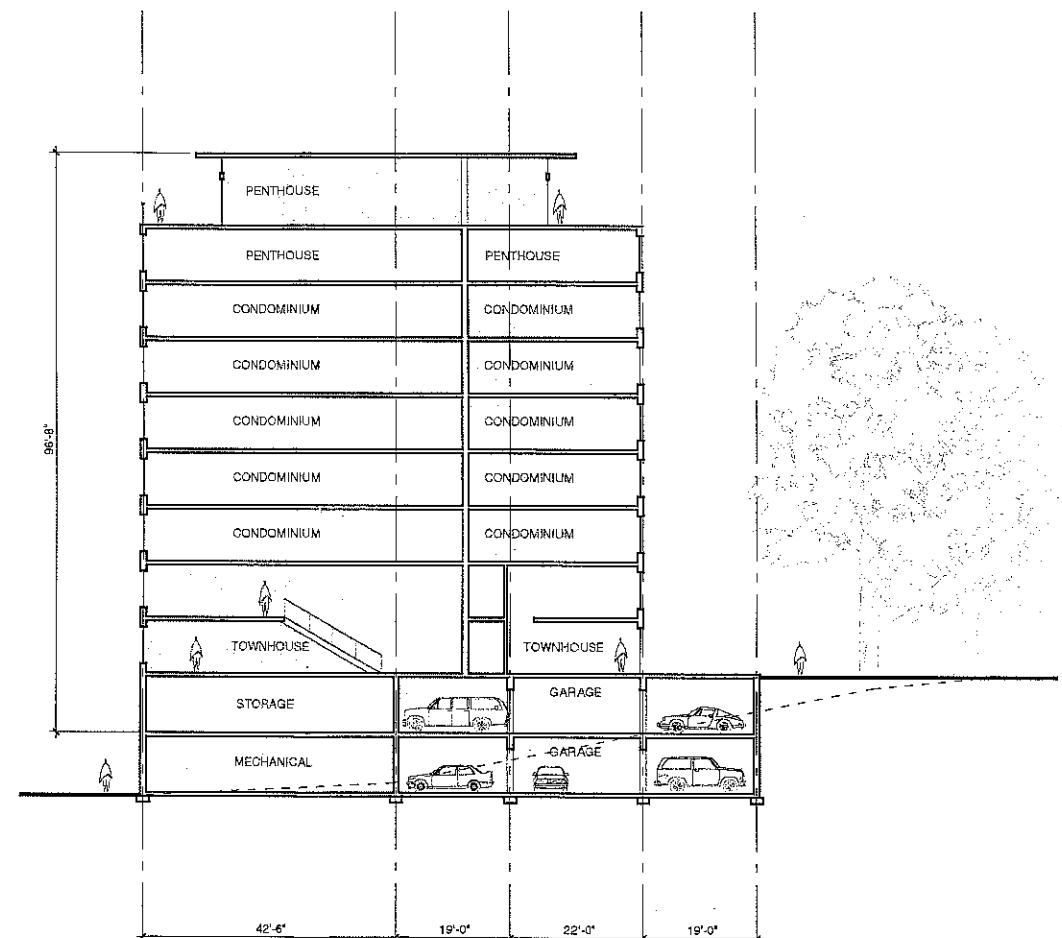


FLOOR 11: PENTHOUSE
6,653 SF TOTAL



S-N BUILDING SECTION

- PENTHOUSE 2
EL: 221'-4"
- PENTHOUSE 1
EL: 212'-0"
- CONDO 7
EL: 155'-0"
- CONDO 6
EL: 146'-8"
- CONDO 5
EL: 137'-4"
- CONDO 4
EL: 128'-0"
- CONDO 3
EL: 118'-8"
- CONDO 2
EL: 109'-4"
- CONDO 1
EL: 100'-0"
- GARAGE 2
EL: 90'-0"
- GARAGE 1
EL: 80'-0"



E-W BUILDING SECTION

BUILDING SECTIONS

GRAVES HILL
OCEAN AVENUE
PORTLAND, ME

Michael F. Brennan
Kevin J. Donoghue
David A. Marshall
Cheryl A. Leeman
Edward J. Suslovic

CITY OF PORTLAND
IN THE CITY COUNCIL

John R. Coyne
John Hinck
JILL C. DUSON
NICHOLAS M. MAVODONES

ORDER AUTHORIZING AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING MAP AMENDMENT)
RE: CONDITIONAL REZONING FOR
802-828 OCEAN AVENUE
RIDGE DEVELOPMENT, LLC

ORDERED, that the Zoning Map of the City of Portland, dated 2012 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below;

BE IT FURTHER ORDERED, that the conditional rezoning amendment authorized herein shall become effective thirty (30) days following this rezoning.

CONDITIONAL ZONE AGREEMENT
RIDGE DEVELOPMENT, LLC

This Agreement made this _____ day of _____, 2014 by Ridge Development, LLC, a Maine limited liability company with an office in Portland, Maine (hereinafter "RIDGE DEVELOPMENT").

WITNESSETH:

WHEREAS, RIDGE DEVELOPMENT owns or has an option to buy a parcel of land consisting of approximately 18.32 acres located at 802-828 Ocean Avenue in Portland, consisting of parcels shown on City of Portland Tax Map 411, Block A, Lot 7 and Tax Map 416, Block A, Lots 6, 7 and 21, and more particularly described in a deed recorded in Cumberland County Registry of Deeds in Book 21500, Page 269 (collectively the "Property"); and

WHEREAS, RIDGE DEVELOPMENT proposes to construct upon a portion of the Property a maximum of 94 condominium units in two mid-rise buildings in a Planned Residential Unit Development ("PRUD") while preserving and protecting a portion of the Property as open space, by utilizing a pattern of development designed to minimize the clearing of natural vegetation, to minimize the area to be blasted, to provide a unique residential living experience with a high degree of natural site amenities, and to promote public recreational use of trails which integrate with a larger trail system; and

WHEREAS, RIDGE DEVELOPMENT has requested the rezoning of 10.4 acres of the Property from R-3 to R-5A Residential Zone and the simultaneous approval of a contract zone to implement a planned residential unit development (PRUD) for dwelling units on that portion of the property, and the rezoning of 7.92 acres of the Property from R-3 to Recreation and Open Space Zone (R-OS); and

WHEREAS, the Planning Board of the **CITY OF PORTLAND** (hereinafter "**CITY**"), pursuant to 30-A M.R.S.A. § 4352(8) and Portland City Land Use Code (the "Code") §§ 14-60 to 14-62 and 14-127, after notice and hearing and due deliberation thereon, recommended the rezoning of the Property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY**, by and through its City Council has determined that because of the bold and innovative design which:

- promotes efficient land use and conservation of natural resources,
- protects the natural environment by locating the development so as to reduce the impact on environmentally sensitive areas,
- utilizes one of the last large undeveloped tracts of residentially-zoned land to provide housing of a type not currently available in Portland,
- reduces the impact on surrounding properties by minimizing the area to be blasted, preserving natural site amenities, and providing substantial buffers, and
- enhances the recreational trail system in Portland,

it is necessary and appropriate to impose with **RIDGE DEVELOPMENTS** agreement the conditions and restrictions set forth herein, in order to insure that said rezoning is consistent with the **CITY'S** comprehensive land use plan; and

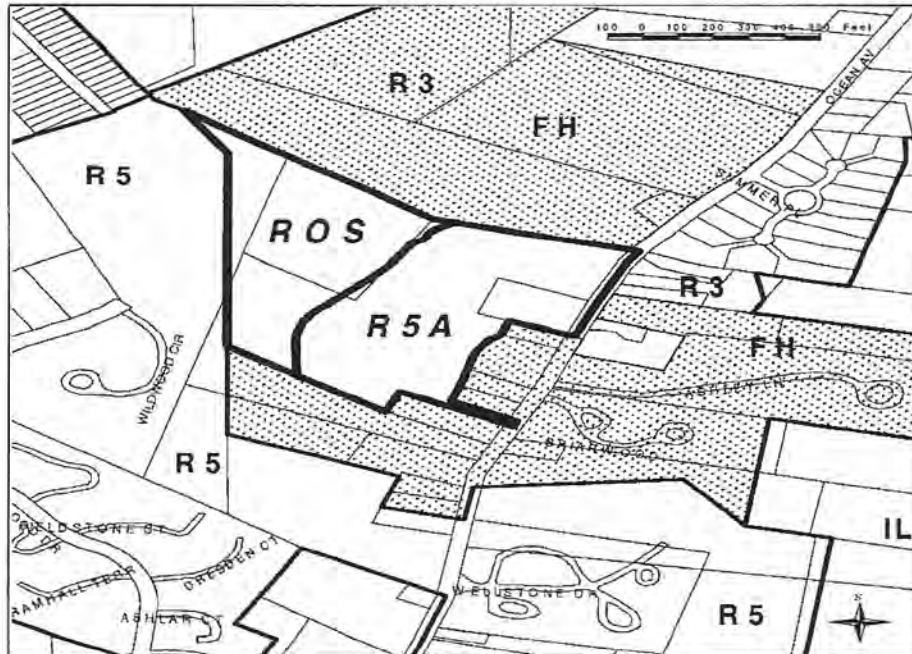
WHEREAS, the City Council of the **CITY** authorized the execution of this Agreement on _____, 2014_, by City Council Order No. _____, a true copy of which is attached hereto as Attachment 1; and

WHEREAS, RIDGE DEVELOPMENT has agreed to enter into this contract, with its concomitant terms and conditions, which shall hereinafter bind **RIDGE DEVELOPMENT**, its successors or assigns;

NOW, THEREFORE, in consideration of the rezoning of the Property, **RIDGE DEVELOPMENT** contracts to be bound by the following terms and conditions:

1. The **CITY** hereby amends the Zoning Map of the City of Portland dated 2012, as amended from time to time and on file in the Department of Planning and Development, and incorporated by reference into the Zoning Ordinance by Section 14-49 of the Code, by adopting the map change amendment shown below (rezoning to *R5-A* and R-OS). If this Agreement is not recorded within thirty (30) days of the City Council's approval of said rezoning, then the rezoning shall become null and void and the zoning of the Property shall revert

to the pre-existing R-3 zone.



**Proposed Rezoning for 802 Ocean Avenue
from R3 and Flexible Housing Overlay to R5A and ROS**

April 2014

2. **RIDGE DEVELOPMENT** is authorized to establish and maintain the following uses on the **R-5A** portion of the property:

- a. up to 94 residential units located in two buildings, each building containing up to 47 units, which may be sold as condominium units, resulting in a maximum total of ninety-four (94) residential units within the Property; and
- b. parking in an amount of not less than 1 space per 1BR unit and 2 spaces per 2BR and 3BR units per residential unit, plus at least 28 additional surface visitor parking spaces; and
- c. a trail system traversing the site, extending from Ocean Avenue to connect with the trail system on the R-OS portion of the site.

The uses specified herein supersede the otherwise permitted uses contained within the underlying R-3 and R-5A zones.

3. The use of the **R-5A** portion of the property, by virtue of this contract rezoning, shall be limited to that of a residential PRUD with the accessory uses described in paragraph 2. The Property may be developed in two phases, Phase I to consist of all necessary blasting for both buildings, one structure containing up to forty-seven (47) dwelling units plus all accessory uses associated with that structure, and the entire trail system in both the R-5A and R-OS portions of the Property (excluding only the portion of the trail accessing the building to be constructed in Phase II) and Phase II to consist of the second structure, containing up to forty-seven (47) dwelling units plus all accessory uses associated therewith and trail sections and roads serving only that structure, all as more fully set forth in the Site Plans.

4. Separate performance guarantees shall be issued for Phases I and II. The amounts and terms of such performance guarantees shall be determined by the Planning Authority at the time of Site Plan and Subdivision approval for each Phase, but each Phase must provide minimum financial guarantees such that each Phase constitutes a separate and complete project. Surface stabilization of any portions of the project area located in Phase II that have been affected by blasting performed during Phase I shall be accomplished prior to the issuance of a Certificate of Occupancy for Phase I, unless construction of Phase II has commenced. The intent of this condition is to ensure a complete site in the event Phase II is never built.

5. **RIDGE DEVELOPMENT** is authorized, and is hereby required pursuant to this Contract Zone Agreement, to establish and maintain the following use on the **R-OS** portion of the Property:

a trail system, for pedestrian, bicycle and/or other non-motorized use, together with associated benches, bridges, raised walkways, or similar improvements as necessary to facilitate access. Additionally, a future recreation area subject to Planning Board approval may be created.

The R-OS portion of the Property not used as aforesaid shall be left in its natural state, and natural features, mature trees and natural surface drainageways, shall be preserved to the greatest possible extent consistent with the uses of the property.

6. **Ridge DEVELOPMENT** shall grant to **Portland Trails**, a Maine nonprofit corporation, a recreational trail easement at least five feet in width for trails on the R-5A portion of the Property and ten feet in width for trails on the R-OS portion of the property, extending for a distance of not less than 3,207 linear feet, to allow for passive recreational use by the general public.

The easement may impose reasonable restrictions upon the trail use, including the following: Permitted uses are limited to low-impact recreational uses, including, without limitation, walking, hiking, nature viewing, photography, mountain biking, cross-country skiing, snowshoeing, walking dogs on leashes as long as dog owners pick up after their dogs, and educational programs. Prohibited uses include, but are not necessarily limited to, motorized vehicles (except for authorized trail construction, repair or maintenance), camping, fires, horses, removing, cutting, or otherwise altering trees, branches, and other vegetation (except for authorized trail construction, repair and maintenance, to restore native flora and fauna, or to remove invasive or dangerous flora and fauna), any filling, excavation or alteration of the surface of the earth other than for authorized trail construction, repair or maintenance purposes, any disposal of rubbish, garbage or other waste material, hunting, trapping, wildlife collecting, any loud activities which disturb others, all overnight uses, and other activities which have a high impact by degrading or destroying the natural resource values of the property or which conflict with the rights of other users for a quiet, peaceful and contemplative experience in a natural area. In no event shall any of the above prohibited uses interfere with the right to construct, repair and maintain a recreational trail and associated recreational structures. The hours of use may be strictly limited to daylight hours. The easement may authorize **RIDGE DEVELOPMENT**, its successors and assigns, Casco Heights Condominium Owners' Association, and Portland Trails to enforce those restrictions. In the alternative, instead of granting a trail easement on the R-OS portion of the Property, **RIDGE DEVELOPMENT** may opt to convey the R-OS portion of the Property to **Portland Trails** in fee, with such conveyance made subject to use conditions and reserved rights of enforcement as aforesaid. The form of such easement and/or deeds shall be reviewed and approved by Corporation Counsel in connection with the Site Plan approval process for Phase I.

If a conveyance, by easement or in fee, is to be made to **Portland Trails**, the certificate of occupancy for the residential units shall not be delayed due to the status of completion of the trail system on the R-OS portion of the site so long as **RIDGE DEVELOPMENT** has made the required conveyance, by easement and/or in fee, to Portland Trails and funds sufficient to complete construction the trails on the R-OS portion of the site have been placed in escrow. If, for any reason, Portland Trails declines to accept said trail easements and/or conveyances upon the terms offered, **RIDGE DEVELOPMENT** may satisfy this contract zone requirement by constructing the trails pursuant to the approved site plan and granting trail easements to the City of Portland, upon the same terms and conditions stated above, granting the City of Portland (rather than Portland Trails) the right to enforce the restrictions, with the form of the easement subject to review and approval by Corporation Counsel.

7. The Property will be developed substantially in accordance with the Preliminary Site Plans, Zone Identification and Phasing Identification submitted by Sebago Technics (last revised March, 2014) and the Proposed Building Design site sections, building sections and floor plans submitted by Archetype (last revised March, 2014). The Casco Heights entrance on Ocean Avenue shall be at the location shown on said Site Plan and the City hereby grants such waivers as may be necessary to permit the entrance in that proximity to adjacent driveways; provided, however, that at the request of **RIDGE DEVELOPMENT**, with the approval of the Planning Board, the location of the entrance may be moved up to 20 feet southerly of the location shown on the attached site plan without any further amendment

the attached site plan without further amendment to this Contract Zone Agreement. So long as the two residential structures include an approved fire sprinkler system, the required fire access shall be satisfied by the provision of one access road, as shown on the site plan. **RIDGE DEVELOPMENT** shall provide sidewalk and granite curb along the property's frontage on Ocean Avenue and also as along the frontage of the four intervening residential parcels, or, at the option of the Planning Board, **RIDGE DEVELOPMENT** shall instead contribute funds equal to the cost of installing sidewalk and granite curbs as aforesaid to the **CITY** for the **CITY** to apply toward installing granite curbs and sidewalk in the vicinity of the **PROPERTY**.

RIDGE DEVELOPMENT shall provide a planted buffer as shown on the site plan in the vicinity of the rear lot lines of the abutters whose lots front on Ocean Avenue, with precise specifications subject to final site plan review. Such planted buffer, in addition to the areas on the site plan designated as "preserve existing trees" and "no cut area" shall remain in perpetuity and shall not be eliminated by **RIDGE DEVELOPMENT** or its successors, provided that, to the extent applicable, the planted buffer may be maintained according to standards contained within the *National Arborist Association, Inc. Standards for Tree Care Operations*. Furthermore, while **RIDGE DEVELOPMENT** shall provide at least 3,207 linear feet of pedestrian trails in the general configuration shown on the plans, it is stipulated that the pedestrian trails shown on the attached plans are for diagrammatic purposes only, and actual proposed trail locations will be submitted to and reviewed by the Planning Board as part of the site plan process.

8. The Planning Board shall review and approve Phase I and Phase II of this development according to the subdivision and site plan provisions of the Portland Land Use Code.

9. Any change in ownership shall be brought to the Planning Board for its review and approval, but this requirement shall not apply to the granting of mortgages by **RIDGE DEVELOPMENT** or any successor in interest, or to the enforcement by the mortgagees of their rights under such mortgages, or to the assignment or conveyance of the ownership to an entity in which **RIDGE DEVELOPMENT** holds at least a 30% interest, nor shall this requirement apply to the conveyance of individual condominium units or to the granting of mortgages upon individual condominium units. Similarly, **RIDGE DEVELOPMENT** or any successor in interest may convey the R- OS portion of the Property to Portland Trails in fee simple and/or may grant trail easements and conservation easements to Portland Trails and/or to the City of Portland as provided above without any further review of the change in ownership by the Planning Board.

10. For the portion of the Property rezoned **R-5A**, the dimensional requirements and other zoning requirements for the Property shall be those of the underlying R-5A zone with respect to PRUDs except as follows:

Maximum number of units per building: 47

**Maximum number of buildings containing
residential dwelling units:** 2

Maximum building height: 75 feet, as measured per zoning ordinance, and in accordance with the plans attached hereto and in accordance with the location on the site plan

Parking: 204 Spaces, half in Phase I and half in Phase II.

Minimum recreation open space area:

Outdoor passive recreation in the form of pedestrian trails of not less than 3,207 linear feet shall be provided on the Property, generally as shown on the Preliminary Site Plans, Zone Identification. Such trails shall be composed of stone dust, asphalt or similar materials, and, if environmentally necessary or advisable, shall include bridges, raised walkways, or similar improvements as necessary to facilitate access, together with a reasonable number of wooden benches. The non-trail portion of the Property located in the R-OS zone shall otherwise remain in its natural vegetative state. A public recreational trail easement over the trails on the Property shall be conveyed to **Portland Trails** or, in the alternative, to the **City of Portland** granting the public the right to use the trails subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. In the alternative, **RIDGE DEVELOPMENT** may convey an easement over the recreational trails on the R-5A portion of the Property and convey the R-OS portion of the Property to **Portland Trails** in fee, both subject to such restrictions on hours, manner and intensity of use outlined in Paragraph 6, above. So long as at least the minimum passive recreational open space is provided as specified above, no additional active recreational open space is required. However, the developer may provide more than the minimum required, at its option, and subject to site plan review.

Except as set forth above, all provisions in Sections 14-126 through 14-131 of the **CITY's** zoning ordinance shall apply to the portion of the Property rezoned R-5A.

11. For the portion of the Property rezoned **R-OS**, the dimensional requirements and other zoning requirements of the R-OS zone shall apply, except as follows: despite any requirement to the contrary in § 14-158 (g), due to the linkage of the trail system to publicly-owned property which will provide public parking, no off-street parking need be provided on any portion of the Property for visitors projected to use the R-OS portion of the Property and **RIDGE DEVELOPMENT** need not submit any parking needs projections.

12. The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the Property, shall bind and benefit **RIDGE DEVELOPMENT**, its successors and assigns, and any party in possession or occupancy of said Property or any part thereof, and shall inure to the benefit and be enforceable by the **CITY**, by and through its duly authorized **representatives**.

13. If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed as a separate, distinct and independent provision and such determinations shall not affect the validity of the remaining portions thereof.

14. In the event **RIDGE DEVELOPMENT** or its successors should fail to utilize the **PROPERTY** in accordance with this Agreement, or in the event of **RIDGE DEVELOPMENT'S** breach of any condition(s) set forth in this Agreement which differs from the provisions of Portland's Land Use Code which would otherwise be applicable to property situated in the R-5A or ROS zone, the **CITY** may prosecute such violations in accordance with 30-A M.R.S.A. §4452, M.R.Civ.P. 80K, or in any other manner available by law.

In addition, if such an enforcement action should result in a finding that **RIDGE DEVELOPMENT** has breached the Agreement, then either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

15. **RIDGE DEVELOPMENT** shall file a counterpart original of this Agreement in the Cumberland County Registry of Deeds.

16. Except as expressly modified herein, the development, use and occupancy of the Property shall be governed by and comply with the applicable provisions of the Portland City Code and any applicable amendments thereto or replacements thereof.

WITNESS:

RIDGE DEVELOPMENT, LLC

By: _____

Patrick Tinsman
Its Manager

STATE OF MAINE
CUMBERLAND, SS.

_____, 2014_

Then personally appeared the above-named Patrick Tinsman, Manager of Ridge Development, LLC as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me:

Notary Public/Attorney-at-Law

Printedname: -----

My Commission Expires: _____

Consistency of Casco Heights with Portland's Comprehensive Plan

1. Introduction: Portland's Comprehensive Plan attempts to safeguard Portland's status as a "truly remarkable city" by identifying its distinctive features and then creating a multi-faceted strategy to value, preserve and build upon those features. The Plan seeks to enhance Portland's best qualities and characteristics partially through incremental growth, but also through "bold initiatives tempered by careful consideration and foresight in planning." (Housing Component, p. 9). In some respects, Casco Heights might be viewed as a "bold initiative" due to its imaginative design, the balance it strikes between scale and massing and environmental protection. However, in many other ways, it is consistent with an incremental pattern of development; it is a residential use in a residential zone which preserves open space. This type of development is already anticipated in the R-5A zoning text.

To protect Portland's premier status as a vibrant, small city the Comprehensive Plan adopts the target of **increasing the number of housing units so that Portland grows at the same pace as the region**, maintaining a 25% share of Cumberland County's population (Housing, p. 20). Other components of the community vision seek to: **capitalize on Portland's economic assets**; support and encourage the **creation of an adequate supply of quality housing for all**; create a **sustainable community** while keeping **municipal taxes affordable**; and **protect valued community attributes** including a welcoming and people-scaled built environment, coastal amenities, parks, trails and natural resources, and distinctive sense of place. (Housing, p. 8-9)

As the Casco Heights site is one of the largest remaining parcels of undeveloped land in Portland, it is important for it to be developed in a way that furthers the community vision. The proposal for this site is consistent with that community vision and furthers the Comprehensive Plan's goals and objectives for housing and economic development, open space and recreation, environmental protection and urban design, as further outlined below.

2. Housing and Economic Development: The housing component of the Comprehensive Plan (*Housing: Sustaining Portland's Future*, November 18, 2002) endeavors to build upon Portland's: (1) identity as the regional center for jobs, economic activity and institutional services (social, educational, and medical); (2) unique combination of a welcoming "small town feel" with bigger city amenities; and (3) appreciation of its heritage, including coastal environment, natural resources, and architectural character (p. 8). The Casco Heights developer values and, in turn seeks to attract residents who value these same community attributes. In keeping with the community vision, Casco Heights will be accessible and welcoming, designed to complement the architectural and coastal heritage, and positioned to contribute to maintaining Portland's position as the economic engine of the region.

Accessible/Welcoming

Casco Heights will be welcoming not only to its own residents, but also to the community at large. Public access will be granted over trails which cross the entire site. While the primary trailhead will be located on the former landfill site (where parking will be available), neighborhood walkers from Summer Place, Ocean Ridge, and other nearby residences will be able to access the trail system from Ocean Avenue by walking through the R-5A portion of the site. Similarly, the open space will not be reserved for owners only. A number of neighborhood residents and others already use an informal trail system on the back portion of the site for running, walking, mountain biking, riding ATVs and hunting. While use by motorized vehicles and hunters will no longer be permitted, use by the general public for the remaining low impact uses will be encouraged and facilitated through improvements to be made in cooperation with Portland Trails.

Appreciation of Coastal Heritage

The Housing Plan encourages Portland to build upon the fact that it is a geographically varied and dynamic coastal community with "spectacular views of Casco Bay and the Islands, Back Cove, and Maine's Mountains from the City's promontories," and the fact that residents have ready access to natural features through trails, parks, and scenic viewpoints. Casco Heights is designed to provide water views from most of the units. Similarly, the trails and open space on the R-OS portion of the site will provide residents and the general public with access to wooded land and interesting natural features such as dramatic rock outcroppings.

Need for Higher Density to Maintain Regional Share

The Housing Plan recognizes that, given the limited amount of vacant land, in order for Portland achieve its target of maintaining a 25% share of the County's population, the City will have to allow higher residential density in areas that can support it. The Plan states:

[I]locations along arterials, near services, or adjoining public amenities may be appropriate for a medium or high-rise apartment building given appropriate controls, high quality design and neighborhood compatibility. The intent is to identify areas suitable for higher density without adversely impacting the character of Portland's neighborhoods. (Housing Plan, p. 27)

Casco Heights is one of those sites that is suitable for development at a density higher than the existing R-3 zone. It is located on a collector street with capacity to accommodate additional traffic, and it is not too far from Washington Avenue, a principal arterial.

. It is served by public water and sewer, adjoins land which will be dedicated to public open space, is on a site of sufficient size to provide substantial buffers from its neighbors, and, due to the nature of the units to be built, should impact the character of the neighborhood in a positive way.

Need for Continuum of Options for All Income Levels

The Housing Plan also states that Portland needs to encourage a full range of housing types, including private market rate development:

Although there has been much emphasis on affordable assisted housing, the need for market rate housing for mid and higher income households is also critically important to Portland's future. Eliminating barriers to housing development and supporting market rate projects through the approval process can assist in this. (Housing Plan, "Early Achievable Actions, Production, #8, p. 64)

This market rate housing should "provide a continuum of options across all income levels" and should include all types of quality housing including condominium and town-house units (Housing Plan, p. 29). The goal is to allow households to "move up" in the real estate market within Portland (or be attracted back into Portland from outlying communities) so that Portland can remain competitive with suburban communities (Housing Plan, p. 15-16). Casco Heights will supply needed housing options at market rate and penthouses at the higher cost end of the continuum.

Integrate Housing and Economic Goals

The Comprehensive Plan recognizes that Portland is sliding into an unbalanced situation where the City provides much of the employment, educational, medical and social services, and arts and cultural opportunities for the region, but many of the higher income individuals who work in Portland and enjoy these services and amenities live in, and pay real estate taxes to, outlying communities. The Comprehensive Plan recognizes the need to improve the balance between where jobs are located and where housing is located by pursuing strategies to entice these individuals not to leave and/or to return to Portland (Comprehensive Plan, Vol. I, p. 22).

The Casco Heights units can make a significant contribution to recapturing real estate tax dollars that would, most likely, otherwise flow to suburban communities. In addition, the net real estate tax benefit may be even greater because the high assessed value per unit may very well be coupled with relatively low service demands as a majority of the residents are expected to be older and/or without children in City schools, and some of them may only be in residence for part of each year.

Similarly, while there is no guarantee, it is very possible that one or more of the households attracted by Graves Hill may make a significant contribution to Portland's economic base. As technology makes it increasingly possible for certain types of businesses to relocate almost anywhere, a prime factor in deciding where to locate a business is often where top management would prefer to live. Allowing the creation of very high quality, innovative housing in our high-amenity community (with coastal resources, spectacular views, diverse recreational opportunities, arts and cultural offerings, historic resources, an authentic sense of place, and easy access to all amenities) may very well attract one or more residents who want to relocate their businesses to Portland, thus serving as an economic development tool.

3. Open Space and Recreation: The component of the Comprehensive Plan addressing open space and recreation (based on *Green Spaces, Blue Edges*, 1995, updated 2001), **recommends that neighborhoods have open space focal points within walking distance.**

The adjacent Ocean Avenue Landfill has been developed into The Ocean Avenue Recreation Area. The addition of 7.92 acres in the R-OS portion of the Casco Heights development will significantly increase the amount of forested open space and expand the length and quality of pedestrian trails available in the immediate vicinity for public recreational use.

In addition, *Green Spaces, Blue Edges* makes a city-wide recommendation to **"develop High Point Parks, open spaces located on the higher elevations of the city, in neighborhoods throughout the city such as the Ocean Avenue landfill, hilltop on Ocean Avenue by rock shop, Rocky Hill, and hills in Stroudwater"** (Comp. Plan Vol. I, p. 56). The second highest listed site is located on the Casco Height's property and will be part of the RO-S property.

Ridge Development will be working in conjunction with Portland Trails to develop the trail system on the site. The **Comprehensive Plan lauds Portland Trails** for its diligent work in creating at least 50 miles of public trails in Portland. Assuming final agreement by Ridge Development and Portland Trails, Ridge Development will convey a trail easement to Portland Trails over all of the trails on the R-5A portion of the site, and will convey all of the land to be rezoned R-OS to Portland Trails in fee, both subject to use restrictions. Between the two zones, at least 3,207 linear feet of trails will be constructed for public use. This is consistent with the strategies contained in the Comprehensive Plan to foster partnerships with nonprofits with similar goals and to continue to attract private funding to enhance recreation and open space goals (Comp. Plan, Vol. I, p. R-5).

4. Environmental Protection: Encouraging growth and development in appropriate areas, and discouraging or prohibiting development where it is hazardous or threatens natural resources is another goal of the Comprehensive Plan. Specifically, it states: **"locate and design housing to reduce impacts on environmentally sensitive areas"** (Comp. Plan, Vol. I, p. 22). The Casco Heights proposal has done this, both within its own site and within the context of Greater Portland.

Within the 18-acre site, the buildings and road infrastructure have been moved down the slope to stay away from environmentally sensitive wetland areas. The roads

have been designed to avoid going up steep inclines where possible, to minimize erosion. Structures have been massed to minimize the need for blasting and to reduce the amount of impervious surface. The developer will place 7.92 acres under the control of Portland Trails; all of the land in that portion of the site not used for pedestrian trails will be left in its natural state. On the R-5A portion of the site, Casco Heights has made a commitment to carefully evaluate construction options relative to the existing vegetation, and has identified tree preservation areas where it will actively work to save mature trees to the extent possible. There is also a 20' "no cut" strip of land in the R-5A zone abutting the R-OS zone for its entire length. These efforts to reduce negative environmental impact are all consistent with the goals of the Comprehensive Plan.

This environmental goal may also be viewed in a **broader context, intended to direct coastal development to sites that can accommodate it.** The State Coastal Management Policies, the Mandatory Shoreland Zoning Act (as implemented by City zoning), and the City's Islands Land Use and Zoning Study all recognize that absent regulation, there will be a very high demand to build residences in locations with views of coastal waters. Yet unless properly sited, building near coastal waters can pose an environmental threat to coastal resources, place residences in hazardous locations, and reduce the scarce supply of land suitable for water-dependent uses. Portland has adopted shoreland zoning and waterfront zoning to regulate setbacks and establish allowable uses along waterbodies. Similarly, Portland has zoned its islands for very low density development, based in part upon a groundwater carrying capacity analysis which sets limits based upon an assumption that each island might need to be self-supporting with regard to fresh water at some point in the future (Comp. Plan, Vol. I, p. 53).

Thus, if Portland wants to capitalize upon the high demand for views of coastal waters, that demand will have to be satisfied by non-harbor, non-island locations. Allowing 94 units on the Casco Heights site, approximately most of which will have spectacular views of Casco Bay, may take some pressure off more hazardous or environmentally fragile locations. This is very much in keeping with state and local policies and with the Comprehensive Plan (Comp. Plan, Vol. I, p. 59).

5. Urban Design: The Comprehensive Plan notes that Portland's topography plays an important role in shaping perceptions of and views from the City. The high bluffs of the Western and Eastern Promenades are said to help accentuate a sense of Portland as a "city of stature." Similarly, the Plan notes: "off the peninsula, the topography of the city includes several high points that provide scenic vistas or are appealing objects for viewing themselves. For example, Graves Hill offers a majestic view of the Presumpscot River Sanctuary and the islands." (Comp. Plan., Vol. I, p. N-15). At an elevation of 174 feet, Graves Hill is the second highest off-peninsula point of land, six feet lower than Summit Hill and one foot lower than the Western Promenade. Graves Hill is the site on which Casco Heights will be built.

The interplay of the natural topography with the built environment can further accentuate the distinctive sense of place. *Green Spaces, Blue Edges* challenges the City to:

[d]evelop a vision of the natural environment that enhances the full range of dynamic contrasts between the landscapes and built forms found in Portland, which will enrich the appearance and enliven the use of our City. (Comp. Plan, Vol. I, p. 24)

The building design proposed for Casco Heights embodies dynamic contrasts between natural features and the built forms. Siting relatively tall, built upon one of the higher hills in Portland emphasizes the natural topography. The buildings themselves will be surrounded by mostly-forested open space. Due to the vegetation, they will be only minimally visible to their immediate neighbors

Even though it addressed primarily non-residential uses, the Downtown Height Study, a component of the Comprehensive Plan, provides important guidance for approaching height issues at Graves Hill (Comp. Plan, Vol. I, p. N-17). Based on an extensive process lead by a skilled consultant, in 1989 the City adopted height overlay zones for the entire peninsula. The process examined the contextual relationship, the underlying topography, the skyline, view corridors, architectural massing, the resulting pedestrian environment, open space, transportation capacity, and build out scenarios.

One of the primary recommendations was that the **tallest structures should be located on the high points already established by the natural topography**. This meant the tallest buildings should be located along the raised spine of the peninsula (along Congress Street/Cumberland Avenue), and that heights should step down as the topography fell off toward Back Cove and Commercial Street. The rationale for this design was that it would produce the most visually interesting, graceful skyline, reflective of the underlying place, and it would also preserve views from multiple locations.

By analogy, the Downtown Height Study component of the Comprehensive Plan suggests that Casco Heights is located at precisely the right location, on one of the points of high natural topography, to create visual interest and avoid blocking views. It also suggests that heights in excess of 150 feet have been determined to be compatible with Portland's sense of a human scale and in keeping with the local context. Casco Heights, at a maximum height of 75 feet, is well under that height. Finally, consistent with the study's conclusion that architects needed to pay much more additional attention to the tops of buildings, the Casco Heights structures are already designed for maximum visual interest.

Policy Underlying R-SA Zone and Contract Zone Standards

HISTORY OF R-5A:

The R-5A zone was developed in 1988 as part of a multi-year, comprehensive review of all of the residential zones. It is unique in that when it was first enacted, it was the only residential zone which was not accompanied by any designation of corresponding land on a map. The Planning Board and City Council decided not to designate any specific land as R-5A, but rather to wait until individual applicants expressed an interest in having their land rezoned to that classification. As the zone requires a unique confluence of site characteristics coupled with an owner's desire to develop a particular type unit, the City determined it had an insufficient basis for "reducing the zone to the ground" in advance. Thus, the City made the zone available as a matter of policy, but opted to wait for specific rezoning requests to determine whether it was appropriate to change the map to R-SA in a particular location.

PURPOSE OF R-5A:

The R-5A zone was created to allow for moderate density in off-peninsula locations. It was designed to help maintain a strong residential tax base, to accommodate a diverse range of housing within Portland (both affordable and high end), and to allow developers to take advantage of unique development opportunities offering high site amenities.

The purpose statement anticipates use of the R-5A zone in three different situations:

- 1) To provide a unique residential living experience with a high degree of natural site amenities;
- 2) To provide areas in the general proximity of the peninsula that have the capability for adequate municipal services, including traffic corridors with adequate traffic capacity, that can appropriately accommodate a more intensive use of land than other lower-density zoned land and be compatible with surrounding neighborhoods;
- 3) To increase affordable housing opportunities in off-peninsula locations by providing a moderate-density zone.

Casco Ridge development is clearly consistent with the first purpose. As a large, undeveloped parcel with wooded hills, recreational trails, and magnificent views of Casco Bay, the City, and points west, the site amenities are unsurpassed. As proposed it would provide a residential living experience unique to Portland: a mix of market rate and high end penthouse units in mid-rise buildings in a natural, non-urban setting.

Casco Ridge is also consistent with the second purpose. Due to the easy proximity to the peninsula via Ocean Avenue/Washington Avenue, its access to the full range of municipal services, the size of the site, the ability to provide substantial buffering from its neighbors, and its intent to provide significant recreational open space for use by its

residents and the public, it can appropriately accommodate a more intensive use of the land.

COMPARISON OF DENSITY:

Land in the R-1 and R-2 zones, designated as "**low**" density, is probably unlikely to be rezoned to R-5A because that land is located in outlying areas and/or in areas with limited additional traffic capacity. Thus, it is most likely that R-5A rezoning request will involve land zoned R-3 or R-5. The ordinance describes R-3 and R-5 as "**medium**" density, requiring a minimum net land area of 6,500 and 3,000 square feet per dwelling unit, respectively. R-6, applicable to most peninsula residential neighborhoods, is designated as "**high**" density, requiring a minimum of 1,000 square feet per dwelling unit. R-5A, designated as a "**moderate**" density, falls in the middle, requiring a minimum of 1,600 square feet of net land area per dwelling unit.

Zone	Density Designation	Minimum Lot Area Per Dwelling Unit (sq. ft.)
R-1	Lower	15,000 (gross)
R-2	Low	10,000 (gross)
R-3	Medium	6,500 (net)*
R-5	Medium	3,000 (net)*
R-5A	Moderate	1,600 (net)*
R-6	High	1,000 (gross)

*Net land area, as defined in Sec. 14-47 deducts all unbuildable and "inaccessible" areas plus 20% of the remaining area, per formula.

Casco Heights significantly exceeds these lot area minimum requirements. Looking at the entire parcel, the gross area per dwelling unit is 8,144 sq. ft. and the net area is 4,435 sq. ft., almost triple the R-5A required minimum of 1,600 square feet. If Graves Hill Land Company conveys the R-OS portion of the site to Portland Trails in fee, the remaining R-5A portion of the site continues to meet the density requirements by itself, with a gross area of 4,519 sq. ft. and a net area of 3,249 sq. ft. per unit, still double the required 1,600 sq. ft. minimum.

Casco Heights Density Calculations

Land Area	Lot Area Per Dwelling Unit, Gross, Sq. Ft.	Lot Area Per Dwelling Unit, Net, Sq. Ft.
Entire parcel (R-5A and R-OS)	8,144	4,435
R-5A only	4,519	3,249

CONTRACT/CONDITIONAL ZONE IN R-5A:

The R-5A zone allows multiple-family attached dwelling units ("planned residential unit developments" or PRUDs) as a permitted use. However, rather than attempting to impose fixed requirements for what may be very divergent types of housing, it provides for each proposed PRUD to be reviewed and implemented through conditional or contract zoning (hereinafter "contract zoning").

The Planning Board and the City Council have significant discretion in recommending and/or approving a contract zone. The state enabling legislation requires that a contract zone be consistent with the municipality's growth management program, establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and only include conditions and restrictions that relate to the physical development or operation of the property. (30A M.R.S.A. Sec. 4352) Portland's Land Use Ordinance directs that a contract zone may be granted where the City Council finds it necessary or appropriate to impose, by agreement with the property owner, certain conditions or restrictions to ensure that the rezoning is consistent with the city's comprehensive plan. The conditions imposed must relate only to the physical development and operation of the property, and may address the number of units and types of uses permitted, the scale and density of development, the design and layout of buildings, schedules for completion, performance guarantees, open space, buffers, protection of natural areas, and contributions toward the provision of municipal services. (Division 1.5, Conditional or Contract Zoning, Sec. 14-60 to -62)

In addition to these general principals, some of Portland's zones anticipate contract zone requests and incorporate more specific guidance into that section of the ordinance. For example, there are very detailed standards for the review of any proposed contract zone in the Waterfront Central Zone. Similarly, the R-5A zone sets some minimum standards for PRUDs applying for a contract zone, as follows:

- Minimum lot size: three acres gross area;
- Minimum land area per dwelling unit: 1,600 square feet of net land area;
- Minimum street frontage: Fifty (50) feet;
- Minimum building setback from external property lines: 35 feet if building length is greater than 100 feet;
- Minimum recreation open space area (PRUD): Two hundred (200) square feet per dwelling unit of common area designated on the site for recreational purposes, with additional standards addressing features of the area;
- No open outside stairways or fire escapes above the ground floor; and
- All land shall be owned and used in common and governed and maintained through condominium documents or similar instruments.

However, none of the other dimensional requirements contained in Sec. 14-130 (e.g., minimum yard dimensions, maximum lot coverage) or height limits apply to PRUDs, so the Planning Board and City Council retain discretion to determine appropriate limits for

those components, informed by the comprehensive plan, site plan and subdivision standards.

Casco Heights clearly meets or exceeds all of the minimum standards for PRUDs established in the R-5A zone. The applicant is requesting that those ordinance minima be supplemented by establishing the density and dimensional requirements listed in Paragraph 10 of the proposed contract zone (e.g., maximum units per building, 49; maximum number of buildings, 2; maximum building height, 100 feet (per ordinance definition); minimum parking of 2 spaces per unit plus 28 visitor spaces; recreation open space of not less than 3,207 linear feet of pedestrian trails). Similarly, consistent with City Code, the proposed contract zone addresses map changes, number and types of uses, protection of natural areas, design and layout of buildings, phasing, performance guarantees, and enforcement.

PURCHASE AND SALE AGREEMENT - LAND ONLY

October 3, 2013 Effective Date

Effective Date is defined in Paragraph 20 of this Agreement.

October 3, 2013

1. PARTIES: This Agreement is made between V&E Enterprises ("Buyer") and Graves Hill Land Trust ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all , ☐ part of; If "part of" see paragraph 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 802 Ocean Ave. and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21500, Page(s) 269.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$1,100,000.00. Buyer has delivered; or will deliver to the Agency within 2 days of the date of this offer, a deposit of earnest money in the amount \$10,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY/ACCEPTANCE: Malone Commercial Brokers ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October ☐ AM 5:00 ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers the later of March 7, 2014 or 14 days following receipt of the Amended Contract zone and site Plan approvals per Paragraph 22 of this Contract. (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Maine State Short deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: association fees, Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

Mark Malone
Licensee

N/A
Licensee

Malone Commercial Brokers is the
Agency

N/A is a
Agency

☒ Seller Agent	☐ Buyer Agent
☐ Disc Dual Agent	☐ Transaction Broker
☐ Seller Agent	☐ Buyer Agent
☐ Disc Dual Agent	☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency

Consent Agreement.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

11. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

12. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

13. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

14. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

15. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

16. ADDENDA: ☐ Yes Explain: _____ ☒ No

17. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on

18. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

19. ZONING CONTINGENCY: This contract is contingent upon the City of Portland amending the Contract Zone to allow 98 units in 2 or more buildings, in a configuration mutually satisfactory to both the City and the Buyer. 2) The Buyer receives site plan approval for its intended project and 3) The Seller authorize Sebago Technics and any other professional service providers it has used for the evaluation of the Property, to use any and all data and material the Seller previously obtained while conducting the zone change and site plan approvals.

20. PERMITS AND APPROVALS: Purchase is subject to Buyer being able to obtain all necessary permits, approvals, and municipal zone changes within one hundred and fifty (150) days of the executed Purchase and Sale Agreement. Buyer shall submit applications to City and State agencies within thirty (45) days of the executed Purchase and Sale Agreement. Buyer shall have one - (30) day extension to this contingency if it has diligently pursued its permits and approvals and the City of Portland has caused delays to make this deadline impossible without the extension.

21. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPETITION
1. SURVEY	☒	☐	<u>30</u>
Purpose:			
2. SOILS TEST	☒	☐	<u>30</u>
Purpose:			
3. SEPTIC SYSTEM DESIGN	☐	☒	0
Purpose:			
4. HAZARDOUS WASTE REPORTS	☒	☐	<u>30</u>
Purpose:			
5. UTILITIES	☒	☐	<u>30</u>
Purpose:			
6. WATER	☒	☐	<u>30</u>
Purpose:			
7. SUB-DIVISION APPROVAL	☒	☐	<u>30</u>
Purpose:			
8. HABITAT REVIEW/ WATERFOWL	☒	☐	<u>30</u>
Purpose:			
9. MDOT DRIVEWAY/ ENTRANCE PERMIT	☒	☐	<u>30</u>
Purpose:			
10. DEED RESTRICTION	☒	☐	<u>30</u>
Purpose:			

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

22. FINANCING: None

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 199 Elderberry Drive, So. Portland, ME.

David A. Mantle Pres 10-3-13
BUYER DATE

BUYER DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 16 Tiffany Lane, Saco, ME 04072.

SELLER

DATE

SELLER

DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ☐ AM ☐ PM.

BUYER

DATE

BUYER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER

DATE

BUYER

DATE

EXTENSION: The time for the performance of this Agreement is extended until _____.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE

**2nd AMENDMENT TO
PURCHASE AND SALE AGREEMENT – LAND ONLY**

The Contract For Sale of Real Estate for property located at 802 Ocean Ave. Portland, Maine between Graves Hill Land Company, LLC ("Seller") and V&E Enterprises (the original Buyer), with an effective date of October 7, 2013, for valuable consideration, is hereby amended as follows effective as of January 7, 2014:

1. Paragraph 1 Parties: The identity of the parties is hereby amended as follows:

The name of the Seller is hereby corrected to Graves Hill Land Company, LLC instead of Graves Hill Land Trust, and Seller hereby represents that it is duly authorized to enter into the Contract.

The identity of the Buyer is hereby changed to Ridge Development LLC and the original buyer, V&E Enterprises, hereby assigns its entire interest in the Contract to Ridge Development LLC, which hereby assumes and agrees to perform the Contract.

2. Paragraph 21, PERMITS AND APPROVALS: Paragraph 21 is hereby amended and restated as follows:

"Buyer's obligations under this Contract are subject to receipt of all necessary governmental permits and approvals satisfactory to Buyer, including without limitation City Council approval of a replacement/amended Contract Zone, which Buyer agrees to seek with due diligence and continuity of effort. Buyer shall have until 1/20/2014 to submit applications to the City of Portland and shall have until 5/5/2014 to receive approvals, provided that Buyer shall be entitled to 15 business days written notice of default and opportunity to cure."

This Amendment may be signed on any number of identical counterparts, including telefax or scanned copies, with the same binding effect as if all of the signatures were on one instrument. All other terms and conditions of the Contract as amended to date remain in full force and effect.

SEEN AND AGREED TO:

SELLER:

Graves Hill Land Company LLC

By:  _____
Its Manager, duly authorized

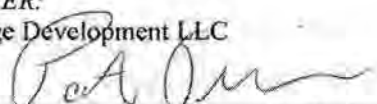
ASSIGNING BUYER

V&E Enterprises

By: _____
Its _____

BUYER:

Ridge Development LLC

By:  _____
Its Manager, duly authorized

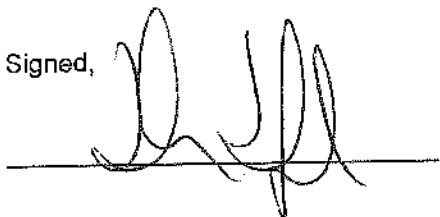
Neighborhood Meeting Certification

I, (applicant/consultant) hereby certify that a neighborhood meeting was held on (date) at (location) at (time).

I also certify that on (date at least ten (10) days prior to the neighborhood meeting), invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.
2. Residents on the "interested parties" list.
3. A digital copy of the notice was also provided to the Planning Office (my@portlandmaine.gov) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

Signed,



APRIL 21, 2014 (date)

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes



April 11, 2014
13450

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a conditional re-zoning amendment for Casco Heights Condominium (Formerly Graves Hill Condominium) 802 - 828 Ocean Avenue, Portland, ME.

Meeting Location: The Atrium, located at the Cedars Retirement Community-
630 Ocean Avenue, Portland, ME 04103

Meeting Date: April 21, 2014
Meeting Time: 6:30pm

The city code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please call Shawn Frank at Sebago Technics, Inc. at 207-200-2100.

Sincerely,

SEBAGO TECHNICS, INC.

A handwritten signature in black ink, appearing to read "Shawn M. Frank", written over a horizontal line.

Shawn M. Frank, P.E.
Senior Project Manager

SMF:jsf

Sign In Sheet

Chuck Grossman

Antoinette Mancusi

VINCENZO MAROTTA

Amy Hebel

Gene DiBenedetto

Jay Johnson

Judy Richard

F.R. + N.D. Goodwin

Carol Vellamy

CHRISTY MILLMAN

BILL PUSEY

Jeff Burr

Glenn Irvine

Hammie Ellis

Tim CAIAZZO

Laurette Johnstone

Jay Mattimore

John M. McCall

Karen McLellan

Barbara Miller

Stacey Hong

Mark Smith

Doug McGoan

Xesie Merrill

Howard

Charlie Miller

Jonathan Camire

Leslie A Fuller

Dick Perkins

Mike Payson

Casco Heights Contract Zone Amendment Neighborhood Meeting

The Cedars-April 21, 2014

Diane Doyle opens meeting with a discussion about the change in the height of the building-

-Can you still fit the same number of units in it?

Doyle gives explanation of the change in number of units within the building-

-The average size of units?

Doyle explains the change of parking lot layout-

- What is the excavation involved in creating these parking spaces?

Is the excavation/blasting report available from the plan created 10 years ago?

Not part of approval. Did not apply for building permit

-Ocean Ridge was put on slabs, that development in in a similar environment, why not follow their example instead of blasting?

Blasting basically for a flat surface. Less than previous plan.

Doyle gives explanation of past drilling samples, there has been no blasting done yet, everything needs to be approved by planning board

Gives details on traffic impact study-

-How far away from Ocean Ridge is the entrance for the project?

Fairly close.

-Is there going to be an access road?

-Is there going to be a natural buffer or constructed buffer around the new extension of the building?

-When are we going to be able to see a map of where our properties lay in relation to this proposed plan?

Sebago Tech to provide to City for viewing soon.

-What is the elevation of the back of the parking lot? And what is the excavation involved in creating these parking areas?

-What is the estimated price range of the various units? (This is important for us to know since it relates to how the general real estate of the area will be impacted)

Not certain. Maybe \$300,000 for one bedroom.

-How much of the natural vegetation on coming down/going to be affected?

-Implication of opening up private property to the public with trails around property-

-Will you be allowing public access through the easement over the road? (Neighbors not pleased about the fact of tapping into "their road and their resources) Can the new owners utilize the easement?

Sidewalk from Ocean Ave through Casco Heights to be open for people connecting to trails on open space.

-Who is the new developer? We would like to know more about Steve Goodrich-Who are his partners?

Pat Tinsman. Vinnie Mietta

Ledgewood Condos-The traffic and parking issue related to the trailhead at Pheasant Hill are an issue; the trails are not public trails but people use them as such, bringing bikes, dogs etc. to them; This area is supposed to remain undeveloped according to them

-Are there any designated wet lands in the proposed developed area? The detention pond sits over homes, Do you know the numbers of the homes that the pond sits over?

-Where will we see the change in the length of the building?

-Again: When will we be able to see the maps of the other properties around the development?

Ocean Ridge: Doesn't want their views to be impacted or to have to look at the new buildings; important for their visuals

-A building of this size blocks limited light available to surrounding properties, especially to the four properties next to building extension.

Diane explains Shadow study-

-What is the time frame of when the development will begin?

Not sure

Further discussion on amendment to contract-

Orca- there is a current problem with parking at our establishment, for example when someone has a party or guests, your planned parking seems "wildly inaccurate"

Explanation of city calculated minimum-

-Did your contract zone not lapse? Why couldn't they reverse that decision?

-Does the storm water solution still impact Briarwood Apartments?

-What is the elevation on the peaks of the building?

Height is 60'. Is not the peak but average roof height possibly.

-Again: Is there an estimate of what the units will be selling for? When will we know the answer to that?

-When does the city look at and take into consideration the previous track record of the new developers?

Need financial and technical capability.

Concern about finishing the project with quality- Neighbors don't want to look at construction for an extended period of time and also voice concerns about the end product being of quality. What if it lacks quality and they are unable to sell the units? What if the value of their property is decreased by the addition of a subpar development?

Comment that a 5A Zone needs to be in character of surrounding neighborhood, will this development follow that rule?

-What is the impact of the blasting to surrounding homes?(They have previous experience with a small home being contrasted in the area that required blasting and the blasts could be felt in the neighborhood, there are even cracks in sheetrock in some homes from it)

Will have to get a blasting survey and explained.

-How long does a project like this take to build?

-How do you plan to preserve the trails? How many miles are the proposed trails?

Ocean Ridge: back to the issue of the easement, it would give them more security knowing that it wasn't there and wasn't able to be utilized by new developers.

-What is that second access area next to ocean road on the map? Will it continue to be a drain for the property?

-How many feet away from the development is Ocean Road?

Concern: If the road (Ocean Road) is not well maintained (which is currently is not-they have made previous calls to the city in regards to this) then the added traffic of new residents and construction vehicles is a concern.

-What is the distance from the back parking lot to the power lines?

-So the city of Portland has no problem blasting the second highest point in Portland...?

Aldens Walk: Are you purporting to give all the open space to Portland Trails? We don't want all the trees getting cut down.

Did Ocean Ridge exist in 2004 when you created your first plan for the property?

-Again: We would like to see what the buffer consists of-Do we, as neighbors, have a say in it?

Planning board discussion

-Does the changed contract zone eliminate the previous contract zone? Can you specify what the contract changes entail?

-Does one space (regarding the change in the parking situation) mean that the owner of the unit only has one vehicle as well? Can they use the visitor parking for extra vehicles?

In regards to "Tab 4" (in handout): The City of Portland letterhead is used-was this document penned by the contractor, who signed it, and not the city of Portland like it primarily gives the allusion to?

In regards to the timing of the project: It says that the date previously given (May 5) has been amended, what has that date been amended to? What are you extending it to?

In regards to the difference in the two buildings 10 years ago versus now-has the foot print really changed that much?

Narrower but longer.

-What/when will the next step of this new project begin?

Comment that the type of zoning (conditional contract zoning) is not very common in the state or city.

Explains why taller buildings and more open space works. Good use of contract zone

-How many acres is the building total? What is the effect on the change of open space due to these changes?

-Have the purchasers of the property considered a project like Ocean Ridge (maybe even a continuation) which is comprised of more home-like homes instead of condos? This proposed project has a much bigger impact on the environment.

No. If homes all developed and no R-OS.

-Why would a developer not make a 100ft structure if it was already approved-why not make the most of your investment?

4 stories can be made of wood.

-What materials are the buildings made of? What type of siding?

Not sure.

-So, the city council approved your previous plan? Why wasn't it developed?

2007

Even though projects get approved by the city council, they don't always fit in with the rest of the community-The neighbors are afraid of this and the quality of the finished project, concerned that new developers will be "cutting corners," just looking to make a profit and not care about the effect on the neighborhood as a whole.

-What is "Plan B"? Going back to the original design?

Possible

Alden's Walk- A previous developer began a project near their community and then went bankrupt, leaving the area unfinished and an eyesore to the community, the community sued them for leaving the unfinished land and won the land in the lawsuit, they kept the land until they found a quality developer who only built 25 quality homes on the land, which in turn increased their real estate values.

-Once you sell the property you're done with the project? So, Pat wants you to do his dirty work and get it approved? Are you going to be involved in the building process at all?

Comment that Ledgewood and Aldens Walk were both built without cutting all the trees down.

-Who is the Ocean Ridge developer?

The people who are most drastically impacted by the closer building don't necessarily think that the new contract is better.

-There is money involved for the people who are affected by the easement (\$10,000 per unit), so is Pat Tinsman paying himself?

Again: Concerns about the buffer between the new project and Ocean Ridge-if it's a natural buffer what about during the season changes when the leaves fall off.

-Is that a pump house (referring to a location on the blue print)? Is that for natural gas?

-Is there any way to make the easement go away with the contract change?

-You currently own the property-so the decision of the easement is up to you?

From: Mark Lourie <mark@skylineonline.com>
To: Barbara Barhydt <BAB@portlandmaine.gov>
Date: Wednesday, April 23, 2014 4:41 PM
Subject: Re: Casco Heights Development

Thank you Barbara and yes, please include my comments.

Mark Lourie

VP of Development <> Skyline Music, LLC

Full Skyline Roster: <http://skylineonline.com> – includes bios, digital assets, and links on our artists

PH – *866-531-2172 x104 *Fax – 207-930-4512

Skyline Music News @skylineagency <<http://twitter.com/skylineagency>>

On Wed, Apr 23, 2014 at 6:31 PM, Barbara Barhydt <BAB@portlandmaine.gov> wrote:

> Hello:
 >
 > Thank you for your comments and I will share them with the city staff who
 > are reviewing this project.
 >
 > The meeting on the 21st was a neighborhood meeting held by the applicant.
 > A workshop with the Planning Board will be scheduled soon. It may be on
 > their agenda for May 6th or May 13th. The schedule will be finalized
 > tomorrow. I can let you know the timing for this project. Please let me
 > know if you would like me to include your comments in the packet for the
 > Planning Board.
 >
 > Thank you.
 >
 > Barbara
 >
 >
 >
 > Barbara Barhydt
 > Development Review Services Manager
 > Planning Division
 > 389 Congress Street 4th Floor
 > Portland, ME 04101
 > (207) 874-8699
 > Fax: (207) 756-8256
 > bab@portlandmaine.gov
 > >>> Mark Lourie <mark@skylineonline.com> Monday, April 21, 2014 10:15 AM
 > >>>
 > Dear Barbara,
 >
 > As a resident and owner at Ocean Ridge Condominium Association I have
 > serious concerns about the proposed Casco Heights development at 802 - 828
 > Ocean Ave.
 >
 > I am unable to attend the April 21 meeting and so would like to present
 > these concerns. In general, I do not feel the site is appropriate for a
 > development of this size.
 >
 > 1 - The parking allotment is insufficient, as we have learned the hard way
 > from our own development by the same developer, and am concerned that
 > traffic pressure on Ocean avenue, with inadequate sidewalks and limited
 > width, could be a problem.
 >
 > 2 - High Rise buildings in this area are out of context with the
 > neighborhood.
 >
 > 3 - The ledge our units and the proposed development would be built on is

> unique and potentially fragile. It would be hard to imagine blasting of
> that ridge not causing potentially significant damage to our adjacent
> buildings, not to mention disturbance of the peace.
>
> 4 - A quick look at a google map in satellite view will show that the
> woods and trails surrounding Ocean Ridge is the single remaining
> uninterrupted parcel of such natural environment in the city. A major
> development like this would ruin such a wonderful resource.
>
> I hope you will consider the impact of such a major development.
>
> Obviously the City cannot impose restrictions beyond their jurisdiction on
> the development of a parcel within it's zoned usage, but this seems to be
> stretching the limits of what is reasonable in this particular property.
>
> Thanks for your attention to this matter.
>
> Sincerely,
>
> Mark Lourie
>
> VP of Development <> Skyline Music, LLC
>
> Full Skyline Roster: <http://skylineonline.com> – includes bios, digital
> assets, and links on our artists
>
> PH – *866-531-2172 <866-531-2172> x104 *Fax – 207-930-4512
>
> Skyline Music News @skylineagency <<http://twitter.com/skylineagency>>
>
>
> Notice: Under Maine law, documents - including e-mails - in the possession
> of public officials or city employees about government business may be
> classified as public records. There are very few exceptions. As a result,
> please be advised that what is written in an e-mail could be released to
> the public and/or the media if requested. --
>

Barbara Barhydt

From: <rmayl1301@aol.com>
To: <bab@portlandmaine.gov.>
Date: Tuesday, April 29, 2014 6:59 PM

Barbara, Blasting of any sort with this Ledge surrounding our homes here in Ledgewood is very worrisome. Building 94 new homes is alot. All our pipes for our condos as you must know are just beneath our cement and could cause problems from the long blasting movements. This is my real concern!!!!

Thank you
Roberta Loring

Barbara Barhydt - Comment to Casco Heights Project

From: Dagmar Decker <dagmardecker@gmail.com>
To: <bab@portlandmaine.gov>
Date: Saturday, May 03, 2014 12:59 PM
Subject: Comment to Casco Heights Project

Dear Portland Planning Board:

As a person looking to move to Portland (preferably the North Deering neighborhood) I am horrified at knowing that there is a proposal being put forth of the scale of the Casco Heights project!!!! How awful for the neighborhood. I strongly encourage you to scale down the project to ensure that development in such a lovely neighborhood is not contrary to its the character. This project is most certainly inappropriate!!!!

Sincerely,

Dagmar Decker

Barbara Barhydt - Re: Amendment to Conditional Rezoning Agreement; Casco Heights Condominiums (formerly Graves Hill Development); 802-828 Ocean Avenue

From: "Anthony C. Miller MD" <millerac@me.com>
To: <bab@portlandmaine.gov>
Date: Saturday, May 03, 2014 4:39 PM
Subject: Re: Amendment to Conditional Rezoning Agreement; Casco Heights Condominiums (formerly Graves Hill Development); 802-828 Ocean Avenue
CC: Anthony Miller <millerac@me.com>

Anthony C. Miller

56 Ridge Road

Portland, ME 04103-4715

May 3, 2014

Barbara Barhydt

Development Review Services Manager

Planning Division

City Hall

Fourth Floor

389 Congress Street

Portland, ME 04101

Re: Amendment to Conditional Rezoning Agreement; Casco Heights Condominiums (formerly Graves Hill Development); 802-828 Ocean Avenue; Ridge Development, LLC., Applicant

Dear Ms. Barhydt:

In reference to the above amendment to be discussed by the Planning Board at upcoming meetings, I am presenting the following concerns and comments for consideration.

1. Scale and position of buildings on the lot

Although I understand that the goal of Zone R5A is to increase the density of certain off-peninsula lots, the proposed scale of the buildings of Casco Heights is greatly out of character with the East Deering neighborhood. The nearby buildings are all three stories or less, yet the proposed structures are 60 to 75 feet tall. Furthermore, the dimensions of the structures make each of them approximately the size of the Thomas Block on Commercial Street. This contrast of scale and mass will make the new buildings oppressive to their neighbors. Furthermore, the repositioning of the new buildings on the lot in comparison to the original plan submitted to the Board places the nearer only approximately 110 feet from the closest building of the Ocean Ridge Condominium Association. This is about twice as close as the original development plan, and the decrease in height from the original proposal is not enough to ameliorate the affect of this proximity. Given that the Casco Heights structures will be about twice as tall as the Ocean Ridge buildings, they will cast shadows into Ocean Ridge, especially in the winter when the sun is low in the southern sky. I recommend that Board require a shadow study of the proposed structures.

2. Buffer

Given the proximity of the Casco Heights units to Ocean Ridge, I believe that the inadequacy of the proposed buffer must be addressed. Not only is physical separation a consideration, but noise, sight lines, and privacy must be examined. The Casco Heights building nearest Ocean Ridge will afford its occupants a view down into the windows of their neighbors. This will encroach on their privacy and may reduce the value of their property. Furthermore, although the plan is to keep some existing trees, the extensive blasting and construction will likely damage the root structures of many of those trees. I recommend that the Board consider how to address protecting the buffer should some of those trees eventually die.

3. Parking and Traffic

The proposed amendment to the number of parking spots (less than one per bedroom on average) is inadequate. The lack of parking will push occupants to use both Ocean Avenue, which is not wide enough for parking in that area, and the overflow parking of Ocean Ridge, which is only a short walk away. Furthermore, automobiles for 94 units will dramatically increase the traffic on Ocean and Washington Avenues. I recommend that the Board require a traffic study to determine the effects of this increase in traffic volume as well as the noise and light pollution caused by surface parking for nearly 150 vehicles. The easement from Ocean Ridge to Casco Heights should not be used for routine traffic flow from one to the other given that the Ocean Ridge private road was never designed for that volume of cars and trucks.

4. Blasting

The amended project will require blasting in close proximity to Ocean Ridge. Given the dense rock formation underlying Graves Hill, vibrations will be transmitted into Ocean Ridge and the entire neighborhood. I recommend that the Board consider a substantial bond for blasting damage caused by the project to existing structures in the neighborhood. In addition, a mechanism for assessment of both internal and external damage to neighboring structures as well as their contents should be established.

5. Impact on Graves Hill

The proposed amendment includes a provision to blast the top of Graves Hill for one of the buildings and for surface parking. The hill is the third highest point in the City, and a United States Geological Survey marker is in place to mark that area. At the recent community meeting, a spokesperson for the developer stated that they plan to blast the peak and "move" the marker. I am troubled by this disdain for the site and neighborhood.

6. Property values

Given that the Casco Heights structures will be twice as tall as the Ocean Ridge units, they will cast shadows and allow their occupants to look down into the nearest Ocean Ridge buildings. This may adversely affect the property value of Ocean Ridge property.

In closing, I want to make clear that I am not opposed to development of this parcel on Ocean Avenue. However I have several concerns about the particular amendments requested by the developer with regard to its lack of appropriateness for the neighborhood, scale, proximity to existing buildings, inadequate buffer, traffic, parking, and blasting.

Thank you for your attention.

Sincerely,

Anthony C. Miller

Barbara Barhydt - Casco Heights Project Comments

From: "MarMan" <marman@maine.rr.com>
To: <bab@portlandmaine.gov>
Date: Sunday, May 04, 2014 6:55 AM
Subject: Casco Heights Project Comments

Dear Planning Board/City Council:

As the owner of a home in the Ocean Ridge Condominium Association, I am in dread of the potential massive housing project being proposed by Ridge Development LLC. It is quite evident that the developers have complete disregard for the surrounding neighborhood. Although they propose reductions in units (from 98 to 94), reductions in building height and parking ratio changes which on their face may seem positive, the proposed changes do nothing to mitigate the negative consequences of this project's scale and proximity to my home. The modifications are simply insufficient. The project's scale is too large given the surrounding neighborhood. Moreover, by moving the buildings closer to the Ocean Ridge property line, this project is much more detrimental to Ocean Ridge than the original 2004 proposal. Please do not allow this project to go through on the scale they are proposing. Also critical, please do not allow them to move the building so close to our property line!!! Our quality of life will suffer. Our home values will suffer. The neighborhood will suffer.

Thank you for listening.

Vincenzo Marotta
Ocean Ridge Condominium Owner

Barbara Barhydt - Public comment to Casco Heights Project

From: Jeff Degan <jrdegan@gmail.com>
To: <bab@portlandmaine.gov>
Date: Sunday, May 04, 2014 11:13 AM
Subject: Public comment to Casco Heights Project

Dear City of Portland Planning Board:

I am writing to express my opposition to the proposed Casco Heights Project.

I am very concerned that one of largest undeveloped tracts of land in the city will soon be the site of an over-sized development, a development which would be in glaring conflict with the existing neighborhood's character.

Furthermore, I am vigorously opposed to seeing Portland's third-highest elevation blasted away in order to accommodate the development's design. This is totally unacceptable. Please preserve this natural landmark.

I strongly encourage the Planning Board to utilize its power under the Code of Ordinances, Chapter 14, Sec. 14-62, which supports conditions and restrictions on the physical development and operation of the property. The scale and density of the proposed project alone is reason enough to reject it, given the neighborhood's characteristics. This project is too massive and tall given the surrounding area.

Sincerely,

Jeffrey Degan

Antoinette Mancusi
58 Ridge Road
Portland, Maine 04103

City of Portland, City Hall
389 Congress Street
Portland, Me. 04101

Attn: Barbara Barhydt, Development Review Services Manager

May 4, 2014

Via email: bab@portlandmaine.gov

RE: Public Comment to "Amendment to Conditional Rezoning Agreement; Casco Heights Condominiums (formerly Graves Hill Development)"

Dear Portland Planning Board/City Council:

As a resident of the Ocean Ridge Condominium Association (ORCA) I am extremely concerned about the proposed Casco Heights project. Clearly, the planning board/city council, by virtue of the City of Portland Code of Ordinances, Chapter 14, DIVISION 1.5. CONDITIONAL OR CONTRACT ZONING Sec. 14-60, has the authority to impose conditions and restrictions on such a project. I am hopeful that the board/council will reflect upon the negative consequences that this project will have on ORCA and the surrounding neighborhood and impose conditions/restrictions that will protect us.

First, it is vital to acknowledge the extraordinary difference in backdrop that exists between the original 2004 decision (granting the conditional contract zoning agreement) and TEN years later—2014. There are currently 46 family homes directly adjacent to the proposed project. We exist now. We did not then. The feasibility of this project must be analyzed under the current context—not the context that existed an entire decade ago.

Moreover, the developer's proposed amendments have moved the structures so close to our homes that there would be an enormous negative impact on ORCA. I urge the Planning Board and City Council to utilize their authority to set conditions and restrictions permissible under Sec. 14-62. The conditions and restrictions imposed must:

- 1) Restrict the scale and density of this development; it's a monolith. It is too large given the tract of buildable land and natural surroundings. The proposed height is still too tall — it is not compatible with ORCA nor is it compatible with our neighborhood.
- 2) Preserve our open space and buffers, and protect our natural areas and historic sites; the proposed project does not provide a sufficient buffer. It's too too close to ORCA. The current proposal would also require a magnitude of blasting that is of great concern to us. Moreover, Ms. Doyle, the developer/owner, specifically told us at the first neighborhood meeting that the USGS marker representing the 3rd highest point in our City would be blasted. She remarked it would just be moved! How could this be reasonable and consistent with the City's comprehensive plan?

Although I attended the first neighborhood meeting, very little information was provided by Ms. Doyle. As a result, I am unable to comment on other elements of this proposed project that will certainly come into play such as:

- Specifications for the design and layout of buildings and other improvements;
- Schedules for commencement and completion of construction;
- Performance guarantees securing completion and maintenance of improvements, and guarantees against defects;
- Contributions toward the provision of municipal services required by the development; and
- Provisions for enforcement and remedies for breach of any condition or restriction.

I reserve judgment/commentary on these elements until the time we have more information.

As an aside, on the matter of the neighborhood meeting, let me say that I was quite disappointed that Ms. Doyle felt it necessary to utilize scare tactics on the meeting's attendees. She, in essence, described our options as being threefold; the original 2004 building plan, the 2014 proposed plan (at issue currently) or, potential clear cutting to build a multitude of homes. I find all these options utterly unacceptable given the aforementioned reasons and implore the Planning Board/City Council to utilize its authority in controlling any such project on Graves Hill.

Sincerely,

A handwritten signature in cursive script, appearing to read "A. Mancusi".

Antoinette Mancusi

Barbara Barhydt - Comments regarding proposed Casco Heights development

From: Jon Camire <jon_camire@yahoo.com>
To: "BAB@portlandmaine.gov" <BAB@portlandmaine.gov>
Date: Sunday, May 04, 2014 7:10 PM
Subject: Comments regarding proposed Casco Heights development

Dear Portland Planning Board Members:

My name is Jonathan Camire. I am a resident living at 173 Ridge Rd in the Ocean Ridge Condominiums, and I would like to express my concerns with the proposed Casco Heights development at 802 Ocean Avenue.

As proposed, this Casco Heights development presents the following major concerns:

The type, size and height of this development are completely inconsistent with the character of the surrounding area along Ocean Avenue. The area consists of many single family homes along with several condominium projects with multiple townhouse buildings containing a few units each with 2-3 floors. Construction of multiple 75-foot buildings containing 47 units comprising 70,000 square feet or more each cannot be considered consistent with the current or desired nature of this area of the Portland community.

[if !supportLists]-->2. Construction of the proposed Casco Heights project would require substantial geological blasting of the ledge that makes up Graves Hill and the surrounding area. Given the very close proximity of the Ocean Ridge condominiums of which I am a resident, I am very concerned about potential for damage to underground utilities, foundations or the skeletal structure of the existing buildings in the area.

[if !supportLists]-->3. The scale of the development will significantly increase traffic in the area. The section of pavement on Ocean Avenue from Presumpscot St. to Washington Ave. has historically shown to deteriorate very quickly, and is often in disrepair. The eventual addition of 150+ vehicles, not to mention the coming and goings of the construction equipment and the ledge blasting, will only serve to exacerbate the condition of this section of Ocean Avenue.

[if !supportLists]-->4. The area of Ocean Avenue adjacent to Graves Hill has no sidewalk and no easy ability to park on the street near the development. The number of parking spaces allocated to this project is woefully inadequate for residents, their visitors, and the potential public that will seek to use the trail system that is part of the development. This presents the potential of public safety issues along Ocean Avenue, but also presents the possibility that Casco Heights residents, visitors or the public trail users will seek to park in the Ocean Ridge condominiums or other surrounding developments, potentially disrupting the surrounding community.

These issues with the proposed Casco Heights development leave me very concerned about the potential impact to the nature, comfort and value of my neighborhood and personal residence. I trust you will take these concerns under advisement when considering the Casco Heights development.

Thank you for the opportunity to comment.

Sincerely,

Jonathan Camire

From: Pam <pamela630@gmail.com>
To: "bab@portlandmaine.gov" <bab@portlandmaine.gov>
Date: Monday, May 05, 2014 1:08 AM
Subject: Casco Heights project

Dear Board Members,

I'm very concerned and worried about this new project that is proposed on Ocean Ave close to my home at Oceanridge.

I understand the density and height of the proposed buildings is not what is considered acceptable use of that land.

My biggest issue is that the blasting is going to damage my home and endanger the natural habitat that exists there. My condo sits close to the edge and I want to be assured that my home won't be damaged.

I also expect that IF this project is approved that I should see my property taxes go down. This obviously devalues my home.

I await a thoughtful decision of the board.

Pam Anzelc

Sent from my iPhone

Jennifer Yeaton - Fwd: Public Comment re. Proposed Casco Heights Condo (Towers) Project

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/5/2014 11:56 AM
Subject: Fwd: Public Comment re. Proposed Casco Heights Condo (Towers) Project

public comment

>>> Jade Arn <jadearn@hotmail.com> Monday, May 05, 2014 11:18 AM >>>
Good Morning,

As a North Deering resident, I am submitting this public comment to express my concerns regarding the Casco Heights Development Project as proposed. The scale and nature of this project are not consistent with the area. The magnitude of the development will bring population density and all of its associated noise, traffic, etc. to an otherwise quiet residential area. The architecture, size, height and design is totally out of place off the peninsula. As a taxpayer, I feel that this project jeopardizes the desirable characteristics of the neighborhood and may have a negative impact on livability and property values as a result.

I urge the Planning Board to deny approval of this project as it is currently planned.

Thank you for your consideration.

Sincerely,

Jade Arn

Jennifer Yeaton - Fwd: Casco Heights Project - Urgent Appeal

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/5/2014 1:50 PM
Subject: Fwd: Casco Heights Project - Urgent Appeal

public comment

>>> <danielsmediaco@gmail.com> Monday, May 05, 2014 1:46 PM >>>
May 5, 2014

Dear Planning Board - City of Portland:

**It has been brought to my attention that a developer is trying to get a behemoth project passed in Portland which is most out of character with the charming neighborhood in which it would potentially be situated in. Please review this plan scrupulously and insist that the developer's plan remain consistent with it's neighbors and residents/families in the area.
A 95 unit high rise apartment complex is outrageous in this area!
Portland is a gem. Keep it that way!**

Please help keep the quality of life at its highest level in Casco Heights.

Sincerely,

Helen Daniels

May 6 2014

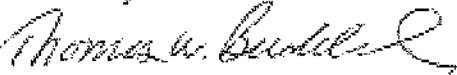
Thomas & Sheila Buckland
95 Ridge Road
Portland, ME 04103

To: Portland Planning Board,

As residents of Portland we oppose the Casco Heights development. The proposed project is out of character with the Neighborhood. The density of the project would effect neighborhood livability and negatively impact the traffic patterns and congestion of Ocean avenue and Washington Street. To build in the location would require tremendous blasting efforts and possibly endanger surrounding structures.

These are just some of the reasons we oppose the Casco Heights development project and do not support it.

Sincerely,



Thomas W. Buckland



Sheila E. Buckland

Jennifer Yeaton - Fwd: Public Comment re. Proposed Casco Heights Condo (Towers) Project

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/5/2014 11:56 AM
Subject: Fwd: Public Comment re. Proposed Casco Heights Condo (Towers) Project

public comment

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I urge the Planning Board to deny approval of this project as it is currently planned.

Thank you for your consideration.

Sincerely,

Jade Arn

Jennifer Yeaton - Fwd: Casco Heights Project - Urgent Appeal

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/5/2014 1:50 PM
Subject: Fwd: Casco Heights Project - Urgent Appeal

public comment

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May 5, 2014

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**A 95 unit high rise apartment complex is outrageous in this area!
Portland is a gem. Keep it that way!**

Please help keep the quality of life at its highest level in Casco Heights.

Sincerely,

Helen Daniels

May 5, 2014

To: Portland Planning Board

From: Sabrina Nickerson, Randy Judkins Residents at Ocean Ridge Condominiums

Dear Planning Board,

As residents of Ocean Ridge Condominiums, we are speaking today because we truly want to protect what is good in our neighborhood. As much as possible we want to preserve our surrounding hardwood forest, vernal pools and the 3rd highest peak in the city of Portland. In addition, we seek to maintain the unique character and style of the architecture of our Ocean Avenue Neighborhood.

We certainly understand that the abutting property, the proposed Casco Heights Development is a candidate for construction. We'd like to ask then, "Is Casco Heights Project a good example of smart growth and responsible land use?"

In regards to the proposed Casco Heights project, we have some questions:

- 1) Given the proposed changes in the footprint of the two large buildings and adjoining parking lots, I would ask the planning board to consider the preservation of this unique hardwood forest, the vernal pools and the third highest peak known historically as 'Graves Hill'.
- 2) Will the board please consider that the current footprint and proposed height of the tower-like structure will create visual blight and most assuredly block much needed sunlight and solar gain for our Ocean Ridge homeowners.
- 3) How much damage to our existing homes will be realized with extended and prolonged amounts of blasting during Phase 1 and then during Phase 2 of this building project? Should any damage occur during or after this prolonged blasting, what kind of assurance do we have that the developers will take responsibility and fix any related damages?
- 4) How mindful and environmentally responsible will efforts be for habitat restoration after all the blasting, building and road construction?
- 5) Is the proposed development IN character with the surrounding architecture, the scale, density and livability?
- 6) We respectfully request that the Planning Board reconsider Casco Heights' original buffer zone of at least 100 ft which was adjusted to 80 feet when a new plan was proposed a few years later when Ocean Ridge Condominiums were not yet constructed.

Thank you for your consideration,
Respectfully submitted,

Sabrina T. Nickerson
and Randy Judkins
54 Ridge Road
Portland, Maine

Jennifer Yeaton - Fwd: May 6 Planning Board Workshop: Proposed Casco Heights Project at 802-828 Ocean Avenue

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/5/2014 3:49 PM
Subject: Fwd: May 6 Planning Board Workshop: Proposed Casco Heights Project at 802-828 Ocean Avenue

public comment

>>> Jean Mattimore <jeanmattimore@gmail.com> Monday, May 05, 2014 2:52 PM >>>
TO: Barbara Barhydt, Development Review Manager, Planning Division

Dear Ms. Barhydt,

As an owner in the Ocean Ridge condominium community, I'd like to express several concerns about the proposed development being considered. They also relate directly to the mission of the Planning Division as stated on your website:

"We plan Portland's future by building upon the City's distinct historic, cultural and natural assets to achieve a livable and sustainable built and natural environment, exemplified by dignified and engaging public spaces, a strong sense of community, and a diversity of healthy neighborhoods and business districts comprising a vibrant urban center."

- The proposed development will add significant traffic to the already heavily traveled Ocean Avenue and surrounding roads, challenging the safety and sense of community in the area.
- The addition of so many units in an already densely populated area can affect the livable quality of the neighborhood and some of its valuable natural environment.
- The design, scale and density of the proposed plan is inconsistent with the character of other buildings in the area, including other condominium communities such as Ocean Ridge.
- The blasting this project will require could materially affect the stone ridge we would share. That, in turn, could have a substantial impact on our homes.
- These factors could affect the value and sustainability of our property.

Thank you for including these comments as the Planning Board considers this proposal at its workshop.

Jean Mattimore

147 Ridge Road

Portland, ME 04103

Jennifer Yeaton - concerns

From: <Gfdb115@aol.com>
To: <bab@portlandmaine.gov>
Date: 5/5/2014 7:36 PM
Subject: concerns

I'm not certain I will be able to attend the Planning Board Meeting but I have similar concerns about the project that have already been expressed, namely:

1. The scope of the project
2. The environmental impact the project would have on populations density and traffic on Ocean and Washington Avenues.
3. Impact on property values at Ocean Ridge
4. The amount of blasting that would be required.

Gene DiBenedetto

Jennifer Yeaton - Fwd: Casco Heights Condominium project

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/6/2014 8:11 AM
Subject: Fwd: Casco Heights Condominium project

Public Comment

>>> "Richard, Judith" <Judy.Richard@astellas.com> Monday, May 05, 2014 9:39 PM >>>
 My apologies for the late comments, I had a death in the family and couldn't respond sooner.

I would like to voice my concerns regarding the proposed Casco Heights Condominium project and request the planning board consider these concerns and make appropriate changes/recommendations to the proposed project.

1. The proposed Casco Heights Condominiums are totally out of character with anything in the neighborhood. It is out of scale for the neighborhood as there are no buildings that high anywhere near the proposed area and a development like this would stick out. It is just not consistent with the neighborhood as it is mainly single family living consisting of two or three levels. This would have a negative financial impact on property values in the area. The original plan was to have "luxury" condominiums and that has changed significantly by decreasing the amenities, etc.
2. The proposed project would consist of 94 or 98 units – 1 bedroom, 2 bedrooms and 3 bedrooms. That would bring a considerable amount of people to the area thus having an impact on traffic, which is already heavy enough without this additional load. The impacted areas would be Ocean Avenue, Presumpscott Street and Washington Avenue. There is already an overload of traffic in this area. Also, there are several schools in the area that children walk to and this development would significantly increase the traffic in the area.
3. The proposed condominium project would have a negative impact on quality of life by significantly creating density on that part of Ocean Avenue. There are already several condominium, apartment projects and Nursing Home/Rehab facility that create a lot of traffic. Air quality by the significant increase in vehicles would be diminished and the blasting necessary to develop the project would affect so many people.
4. The proposed entrance to Casco Heights is too close to the entrance to Ridge Road and this would create a danger to have two entrances so close together with people trying to enter and exit at the same time.
5. Can our existing municipal services handle the extra load on our schools, roads, water and sewer and garbage removal? Will the increase in tax revenue offset the costs to the school system? I doubt it. The original proposal was for luxury condominiums which would have brought in more tax revenues than the current proposal.
6. Lastly, but not of least importance, is the concern of one of the partners in this development. He was involved in Ocean Ridge Condominiums and we are still paying for his failure to complete the project and his cutting of corners. Ocean Ridge was not completed per his contractual obligations and per the specifications and this has cost the residents a lot of money for his failure to meet his obligations. What if this happens at Casco Heights? This will also negatively impact property values.

I don't object to the rights of a property owner to develop his or her land. However, I do object to the

suitability of the project for the neighborhood and recommend a different type of development that is more suitable to the neighborhood. I want to be assured that any blasting that is done does not result in any damage to surrounding properties. I also want to live in a neighborhood where I don't have to worry about entering and leaving my property and feel safe with where the entrance/exit is located.

Thank you for your consideration.

Regards,

Judy Richard

Senior Corporate Account Director

Astellas Pharma US, Inc.

(207) 879-7373 Office

(207) 712-3230 Cell



Jennifer Yeaton - Fwd: Casco Heights

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/6/2014 2:59 PM
Subject: Fwd: Casco Heights

public comment

>>> "Glenna Irvine" <gm Irvine2003@yahoo.com> Tuesday, May 06, 2014 1:31 PM >>>
I wanted to take a moment to share my views/concerns regarding the Casco Heights Project.

As the President of the Ocean Ridge Condo Association and an owner myself, I have heard from numerous owners. The main concerns are:

- Disruption of the natural habitat – frogs, birds, trees, deer, fox, etc.
- The escalated noise level from having a site so close to Ocean Ridge condo Association
- Based on the tape marking off the lot – the buildings appear to be extremely close – leaving no barrier between Ocean Ridge Condo Association and Casco Heights – having the appearance of clear cutting.
- Damage to our buildings as a result of the blasting
- Potential property devaluation. Ocean Ridge Condo Association was not in existence when Graves Hill/Casco Heights was approved to be built so owners purchased a very private, wooded scenic landscape. That will no longer exist as a result of this project.
- Developer – Tinsman – built Ocean Ridge and we are still making repairs from the poor workmanship and incomplete items.
- Additional traffic on both Ocean Avenue and Washington Avenue. Ocean Avenue is and has been in very poor condition for years. So additional traffic would certainly not improve that situation. Washington Avenue is a mess. It is literally bumper to bumper traffic day and night.

As a Real Estate Broker, I think the above concerns are valid. I have sold a number of condos in Ocean Ridge as well as other associations in Portland. The big draw for buyers looking at Ocean Ridge is the close proximity to downtown Portland and the very peaceful, quiet, natural setting. That would change if we don't have a significant barrier between the two communities. If a significant barrier with trees and natural habitat are left so that there is still an element of privacy, I don't think it will have as significant impact on the resale value.

Please feel free to contact me,

Glenna Irvine
91 ridge Rd
Portland, ME 04103
207-749-9098

Jennifer Yeaton - Fwd: FW: Wellstone Condominium Association

From: Barbara Barhydt
To: Yeaton, Jennifer
Date: 5/6/2014 3:03 PM
Subject: Fwd: FW: Wellstone Condominium Association

Public Comment

>>> Jeanette Haskell <jeanette@mpropertiesinc.com> Tuesday, May 06, 2014 2:05 PM >>>

Barbara

Per our conversation this morning regarding the meeting scheduled this evening for Ridge Development LLC the Board of Wellstone Condo Association would ask that the Planning Board take into consideration the following. After the prior blasting and development surrounding the Wellstone property the Association experienced leaks in the basements of 12+ units and they had to install battery backup sump pumps to keep the basements dry. The Association has also hired a contractor to repair many of these basement walls which were not a problem prior to the blasting. The Association did not experience water issues in these basements prior to the blasting. They continue to have issues today and are concerned that the blasting created a fissure in the ledge that has somehow changed the water flow. The Association just spent \$35,000 to do additional drainage work due to changes in ground water flow which they feel may have been caused by the blasting as well.

There are also some concerns about water flow from Ridge Development displacing water to the ditches (as engineers are designing). My understanding is that the plan is to direct the water to the Ocean Ave. ditch which then flows under Ocean Ave. just above the bus stop up the street from Wellstone. This would have an impact on increasing the level of the water table here as we are already experiencing this from the previous development. Presently, the water table is just under the slab of several buildings.

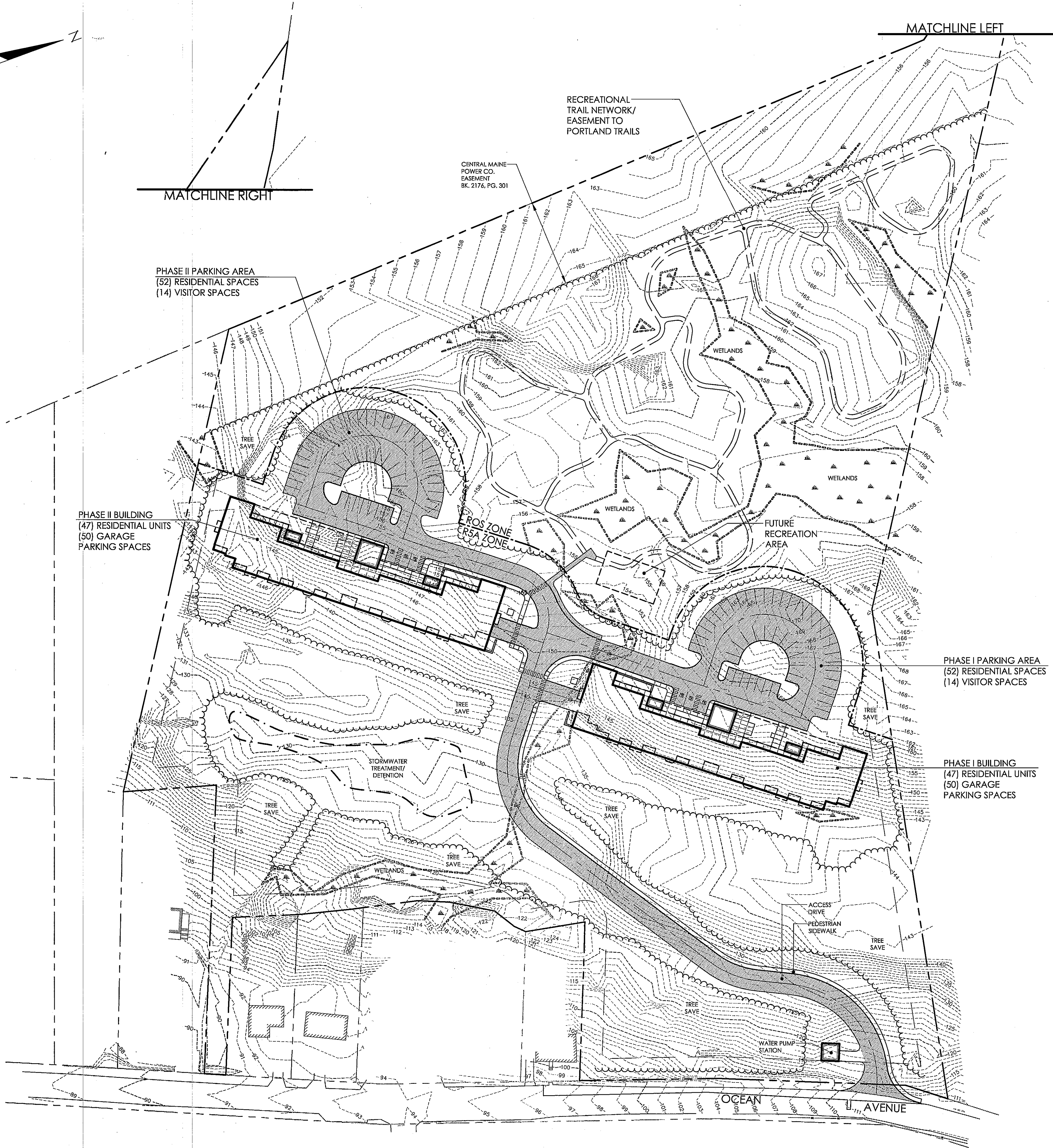
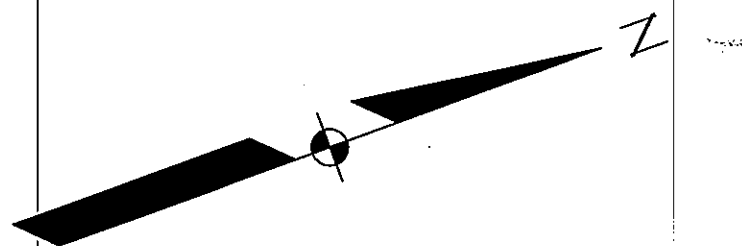
Please let me know if you have any questions.

Thank you

Jeanette

Jeanette Haskell, CMCA
Maine Properties, Inc.
207-883-3753
Fax: 207-883-2135
E-mail: jeanette@mpropertiesinc.com



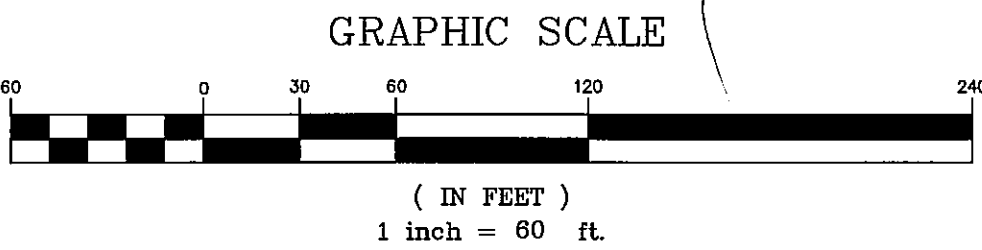


GENERAL NOTES

- OWNER/APPLICANT: RIDGE DEVELOPMENT, LLC
P.O. BOX 535
BUXTON, MAINE 04093
- ARCHITECT: ARCHETYPE, P.A.
48 UNION WHARF
PORTLAND, MAINE 04101
- SURVEYOR: DOW AND COULOMBE, INC.
13 PARK STREET
SACO, MAINE 04072
- ENGINEER: SEBAGO TECHNICS, INC.
75 JOHN ROBERTS ROAD, SUITE 1A
SOUTH PORTLAND, MAINE 01046
- WETLANDS: ALBERT FRICK ASSOC., INC.
95A COUNTY ROAD
GORHAM, MAINE 04038
- DEED REFERENCE: BOOK 21500, PAGE 269
- TAX MAP REFERENCE: MAP 411, BLOCK A, LOT 7
MAP 416, BLOCK A, LOTS 6, 7 AND 21
- PROJECT AREA: 18.32 ACRES
- ZONING: RSA (10.40 ACRES)
ROS (7.92 ACRES)
- DIMENSIONAL REQUIREMENTS:
RSA ZONE: FRONT AND REAR YARD: 25 FT.
SIDE YARD: 16 FT.
ROS ZONE: FRONT AND REAR YARD: 25 FT.
SIDE YARD: 12 FT.
- PROPOSED USE: 94 UNIT CONDOMINIUM
- SEWER SERVICE: PUBLIC
- WATER SERVICE: PUBLIC
- ELECTRIC/TELEPHONE: UNDERGROUND
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE EROSION PREVENTION PROVISIONS OUTLINED IN THE MAINE EROSION CONTROL AND SEDIMENTATION HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES, 2003.
- PARKING REQUIREMENTS:
(82) 2-BR, 3-BR UNITS AT 2 EA. = 164 SPACES
(12) 1-BR UNITS AT 1 EA. = 12 SPACES
(28) VISITOR SPACES AT 1 EA. = 28 SPACES
TOTAL REQUIRED = 204 SPACES
- THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATION TO OR DEVIATION FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION AND SURFACING OF PARKING AREAS, AND LOCATION AND SIZE OF BUILDINGS.
- ALL POWER LINE UTILITIES SHALL BE UNDERGROUND.
- ALL DISTURBED AREAS ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREAS SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER METHODS AS REQUIRED BY BEST MANAGEMENT PRACTICES.
- PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE SITE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRE-CONSTRUCTION MEETING.
- TRAIL LENGTH:
RSA ZONE = 900 L.F.
ROS ZONE = 2,307 L.F.
TOTAL = 3,207 L.F.
- TOTAL IMPERVIOUS AREA = 2.87 ACRES (15.6% RATIO)
- TOTAL DISTURBED AREA = 5.86 ACRES.
- PROPOSED BUILDINGS:
LEVEL 1 = 50 PARKING SPACES
LEVEL 2-5 = 47 RESIDENTIAL UNITS
PROPOSED HEIGHT = 60 FT. ABOVE AVERAGE FINISH GRADE

LEGEND

EXISTING	DESCRIPTION	PROPOSED
---	BOUNDARY LINE/R.O.W.	---
---	ABUTTER LINE/R.O.W.	---
---	SETBACK	---
---	EASEMENT	---
---	CENTERLINE	---
---	ZONE LINE	---
---	BUILDING	---
---	WETLANDS	---
---	EDGE WETLAND	---
---	EDGE PAVEMENT	---
---	PAVEMENT PAINT	---
---	TRAILS	---
---	CURLINE	---
---	CONTOURS	---



Plan 1

SEBAGO
TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd., Suite 1A
South Portland, ME 01046
Tel: 207-783-8556

PROJECT NO. 13450
DESIGN CHD
FIELD BOOK WTC
DRAWN WTC
MAL

OVERALL SITE PLAN

OF
CASO HEIGHTS
OCEAN AVENUE
PORTLAND, MAINE

FOR:
RIDGE DEVELOPMENT, LLC
P.O. BOX 535
BUXTON, MAINE 04093

DATE 03-24-14
SCALE 1" = 60'

SHEET 1 OF 1

13450B.dwg, TAB: SITE-60



STORMWATER
TREATMENT/
DETENTION

WETLANDS

TREE
SAVE

Access Driveway

Sidewalk

Access Driveway

PEDESTRIAN
SIDEWALK

TREE
SAVE

Evergreen Screen Trees to Augment
Buffer to Residences

Illustrative Site Plan : Preliminary Grading and Landscape Design CASCO HEIGHTS

Ridge Development, LLC
Archetype, P.A.
Sebago Technics, Inc.

April 1, 2014

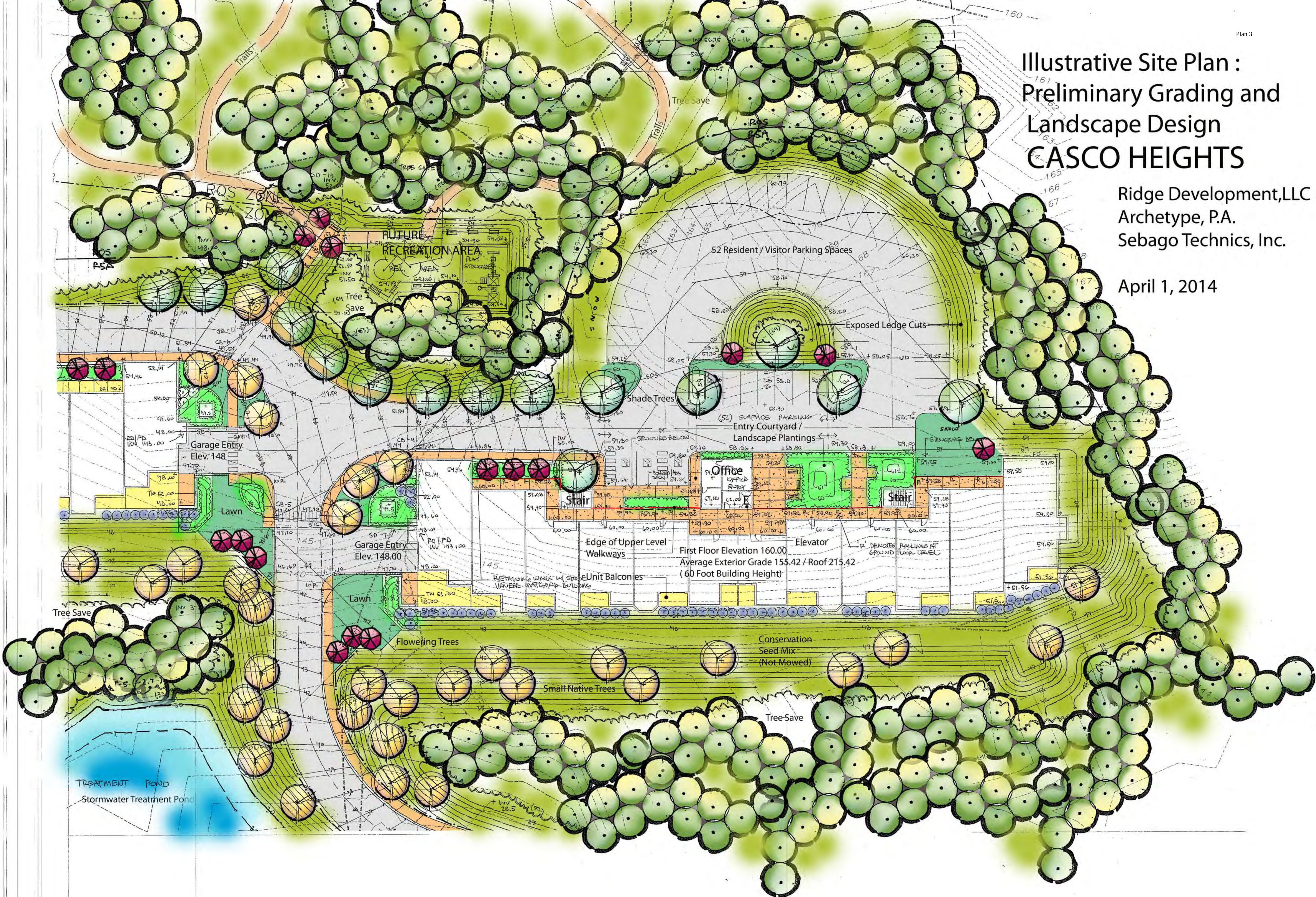
OCEAN AVENUE

Water Pump Station
Stone Retaining Wall
Project Sign

Illustrative Site Plan : Preliminary Grading and Landscape Design CASCO HEIGHTS

Ridge Development, LLC
Archetype, P.A.
Sebago Technics, Inc.

April 1, 2014



MATCH

LINE

Plan 4

LEGEND :

- SET IRON ROD WITH CAP
- CATCH BASIN
- DRAIN MANHOLE
- HYDRANT
- WATER VALVE
- SEWER MANHOLE
- SIGN
- UTILITY POLE
- HEDGE OR SHRUB
- N/F — NOW OR FORMERLY
- W — WATER MAIN
- S — SANITARY SEWER MAIN
- 90 — CONTOUR LINE
- OU — OVERHEAD UTILITY LINES
- STONE WALL

N/F MARJEM MORTGAGE CORPORATION
BOOK 18443, PAGE 346
SEE PLAN REFERENCES #2 & #6

PLAN REFERENCES :

- "CITY OF PORTLAND, MAINE DEPARTMENT OF PUBLIC WORKS OCEAN AVE. SANITARY SEWER FROM 700 FT. NORTHERLY OF GRAFTON ST. THEN 1100 FT. NORTHERLY", DATED JUNE 14, 1977 (AS-BUILT 7/13/77).
- "PLAN OF PROPERTY 882 OCEAN AVENUE, PORTLAND, MAINE MADE FOR ERNEST M. & AREL A. PALMER", DATED FEBRUARY 3, 1983, BY ROBERT P. TITCOMB INC., RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 136, PAGE 71.
- "PORTLAND SEWER SYSTEM INFILTRATION-INFLOW ANALYSIS, SYSTEM BASE MAPPING, STUDY AREA S", DATED 1988, BY T. Y. LIN INTERNATIONAL.
- "PLAN OF PROPERTY OCEAN AVENUE, PORTLAND, MAINE MADE FOR THE DARTMOUTH COMPANY", DATED MARCH 17, 1988, BY R. P. TITCOMB ASSOCIATES, INC.
- "STANDARD BOUNDARY SURVEY, PLAN OF PROPERTY OCEAN AVENUE, PORTLAND, MAINE MADE FOR THE FINCH GROUP", DATED JULY 30, 1992, BY TITCOMB ASSOCIATES.

NOTES :

- THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS.
- AREA = 18.323 ACRES.
- BEARINGS REFER TO TRUE NORTH PER PLAN REFERENCES #4 & #5.
- INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
- THE LINE OF OCEAN AVENUE IS BASED ON RECORDS FURNISHED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT, AND EVIDENCED BY MONUMENTATION FOUND ALONG A 3.0' OFFSET LINE TO THE EASTERLY LINE OF SAID STREET.
- ELEVATIONS ARE BASE ON A CLOSED LEVEL LOOP RUN FROM THE TOP OF THE HYDRANT LOCATED NEAR THE ANGLE POINT IN OCEAN AVENUE SOUTHERLY OF HOUSE #782 AS SHOWN ON PLAN REFERENCE #1 (ELEVATION 89.17), AND REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ACCORDING TO THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
- FOR FURTHER INFORMATION ON UNDERGROUND UTILITIES LOCATED WITHIN OCEAN AVENUE, REFERENCE IS MADE TO PLAN REFERENCES #2 AND #4.

LINE TABLE :

LINE	DIRECTION	DISTANCE
1	S 24° 14' 10" W	15.58
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10	S 24° 14' 10" W	15.58

LOCUS DEED REFERENCES :

ORE I REAL ESTATE CORP.
TO
LEO J. DELICATA AND JEANNE B. DELICATA
AUGUST 14, 1992 BOOK 10226, PAGE 236

TRUE - SEE NOTE #3

N/F ANSPACH
BOOK 3513, PAGE 84
BOOK 3798, PAGE 276

BASE OF FOUND

N/F KNUDSEN
AND CARR
BOOK 8854, PAGE 202

N/F FEDERAL NATIONAL
MORTGAGE ASSOCIATION
BOOK 10455, PAGE 148

N/F COBB
BOOK 18007, PAGE 181

N/F PERKINS
BOOK 17332, PAGE 49

N/F CHIAZZO
BK 4552, PG 113

24" PVC CULVERT

INV. = 86.04

DRAIN MANHOLE

RIM = 89.85

INV IN (18") = 86.1

INV IN (24") = 86.1

INV OUT = 86.1

18" CPP CULVERT

INV. = 87.82

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INV IN = 86.27

LEGEND :

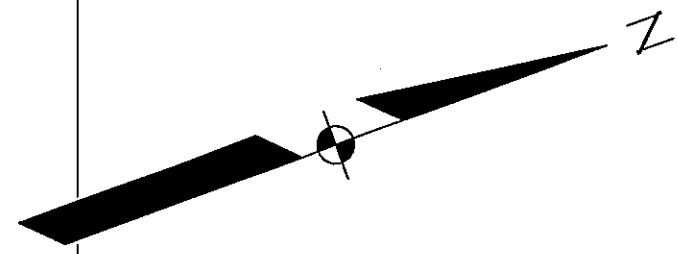
•	SET IRON ROD WITH CAP
□	CATCH BASIN
○	DRAIN MANHOLE
⊕	HYDRANT
⊕	WATER VALVE
⊕	SEWER MANHOLE
+	SIGN
⊕	UTILITY POLE
⊕	HEDGE OR SHRUB
N/F	NOW OR FORMERLY
W	WATER MAIN
S	SANITARY SEWER MAIN
90	CONTOUR LINE
OU	OVERHEAD UTILITY LINES
=====	STONE WALL

NOTES :

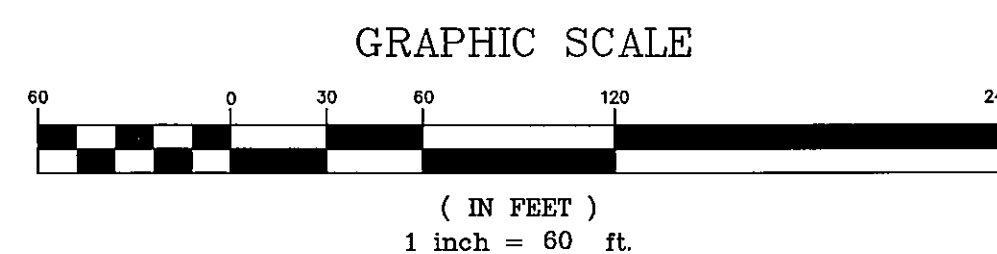
1. THIS SURVEY CONFORMS TO STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS.
2. AREA = 18.323 ACRES.
3. BEARINGS REFER TO TRUE NORTH PER PLAN REFERENCES #4 & #5.
4. INFORMATION IN PARENTHESES COPIED FROM DEED AND PLAN REFERENCES.
5. THE LINE OF OCEAN AVENUE IS BASED ON RECORDS FURNISHED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT, AND EVIDENCED BY MONUMENTATION FOUND ALONG A 3.0' OFFSET LINE TO THE EASTERLY LINE OF SAID STREET.
6. ELEVATIONS ARE BASE ON A CLOSED LEVEL LOOP RUN FROM THE TOP OF THE HYDRANT LOCATED NEAR THE ANGLE POINT IN OCEAN AVENUE SOUTHERLY OF HOUSE #752 AS SHOWN ON PLAN REFERENCE #1 (ELEVATION 88.17), AND REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ACCORDING TO THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
7. FOR FURTHER INFORMATION ON UNDERGROUND UTILITIES LOCATED WITHIN OCEAN AVENUE, REFERENCE IS MADE TO PLAN REFERENCES #2 AND #4.

LINE TABLE :

LINE	DIRECTION	DISTANCE
1	S 88° 14' 10" W	14.62'
2	S 88° 14' 10" W	14.62'
3	S 88° 14' 10" W	14.62'
4	S 88° 14' 10" W	14.62'
5	S 88° 14' 10" W	14.62'
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292	S 88° 14' 10" W	1



LEGEND		
EXISTING	DESCRIPTION	PROPOSED
---	BOUNDARY LINE/R.O.W.	
---	ADJUTER LINE/R.O.W.	
---	SEBACK	
---	EASEMENT	
---	CENTERLINE	
---	ZONE LINE	
---	BUILDING	
---	WETLANDS	
---	EDGE WETLAND	
---	EDGE PAVEMENT	
---	PAVEMENT PAINT	
---	TRAILS	
---	CURBLINE	
---	CONTOURS	



Plan 6

OVERALL SITE PLAN

OF:
CASO HEIGHTS

OCEAN AVENUE
PORTLAND, MAINE

FOR:
RIDGE DEVELOPMENT, LLC

P.O. BOX 535
BUXTON, MAINE 04093

DATE	SCALE
03-24-14	1" = 60'

SHEET 1 OF 1

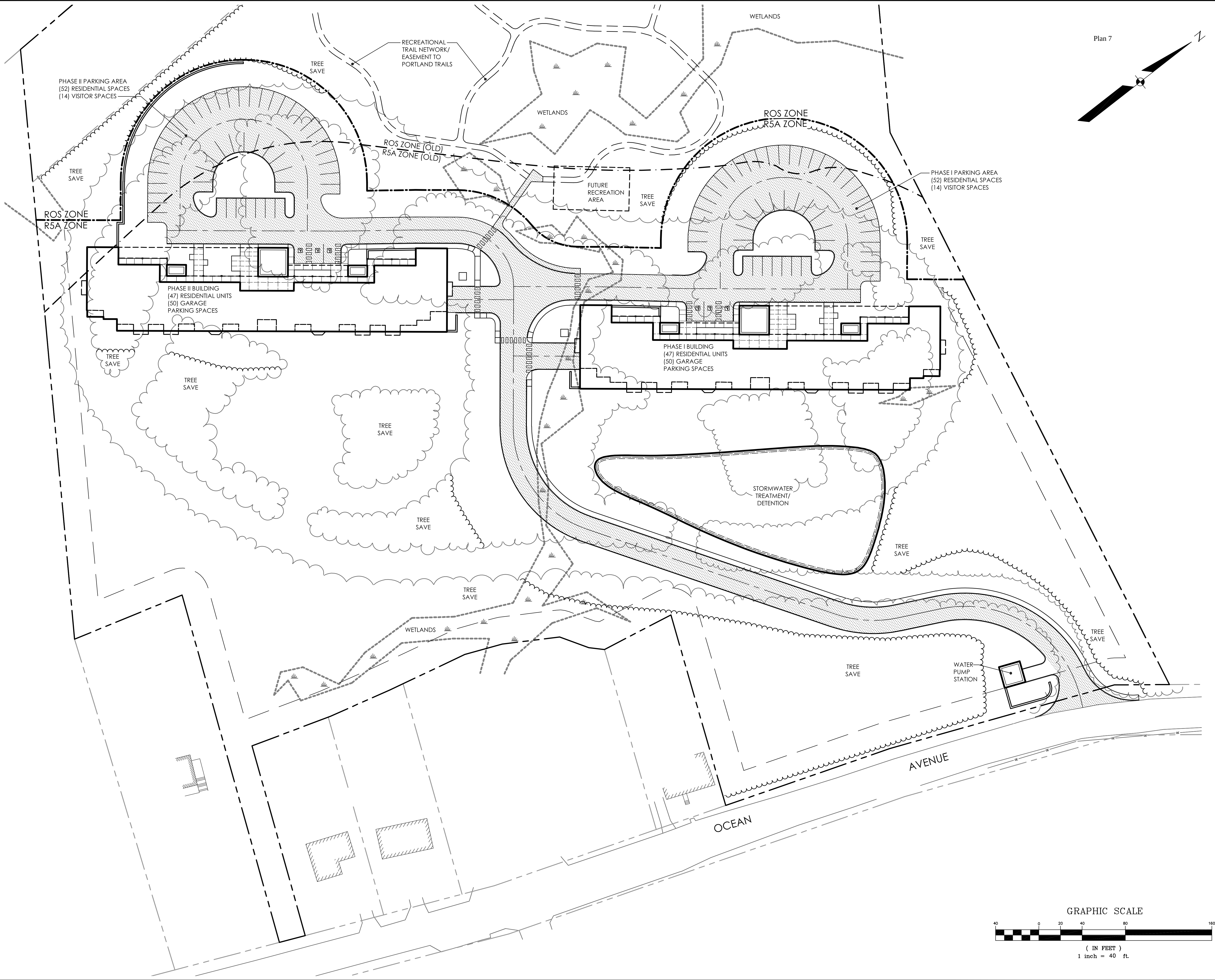
SEBAGO
TECHNICS
WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd., Suite 1A
South Portland, ME 04106
Tel: 207-200-2100

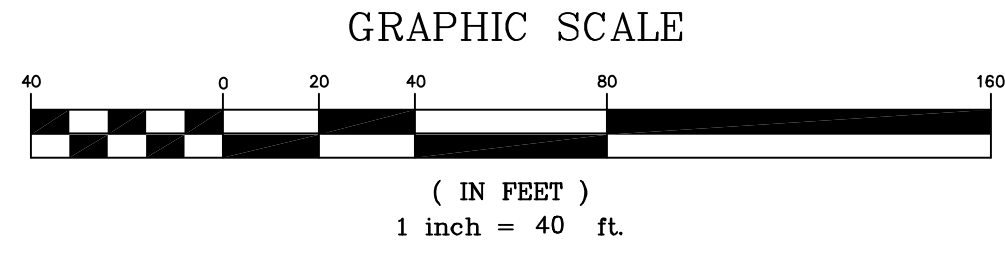
250 Goddard Rd., Suite B
Lewiston, ME 04240
Tel: 207-783-5555

PROJECT NO.	FIELD BOOK	DESIGN	CHKD	WTC	WTC	DRAWN
13450						MAL

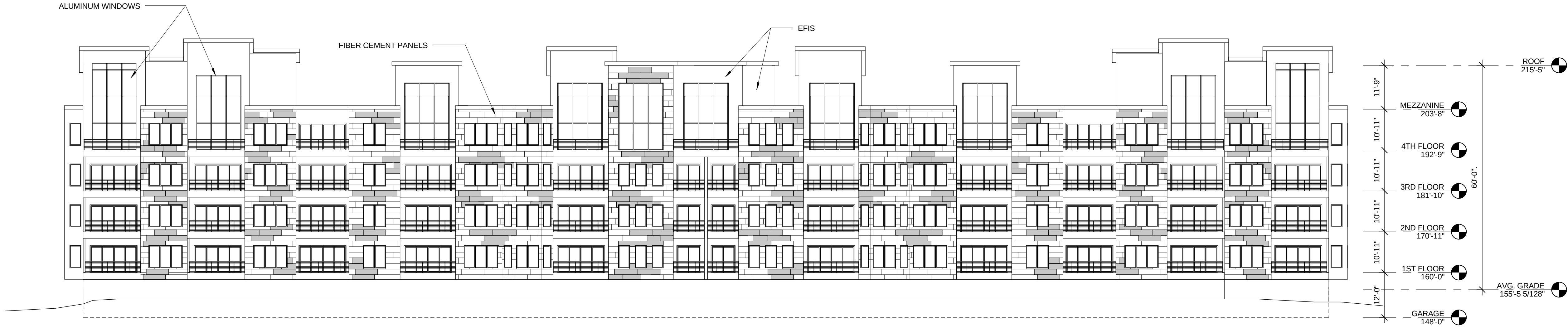
13450B.dwg, TAB: SITE-60



Plan 7

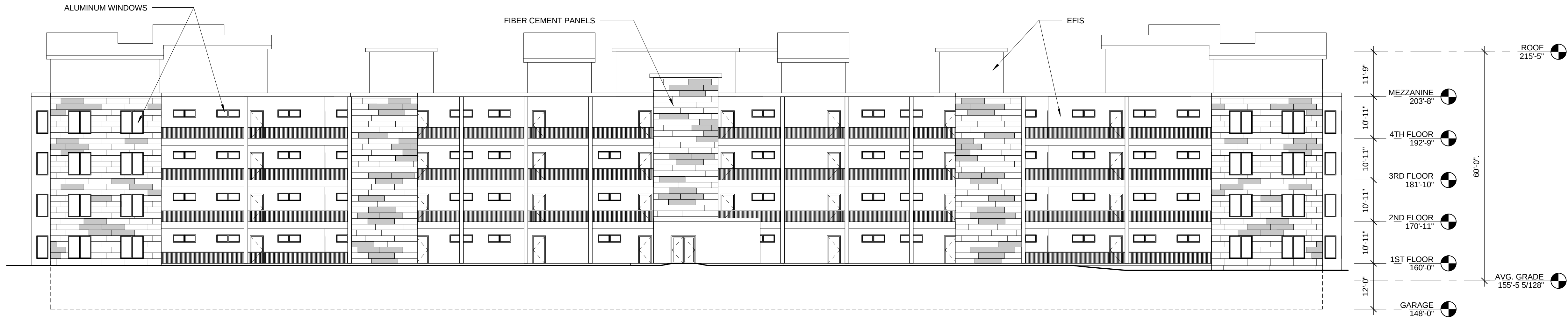


SHEET 1 OF 1	
DATE: 04-21-14	
SCALE: 1" = 40'	
SITING PLAN	
OF: CASO HEIGHTS	
OCEAN AVENUE	
PORTLAND, MAINE	
FOR: RIDGE DEVELOPMENT, LLC	
P.O. BOX 535	
BUXTON, MAINE 04093	
TAB: S-40	
13450S.dwg	
SEBAGO TECHNIQS	
WWW.SEAGOTECHNIQS.COM	
75 John Roberts Rd. - Suite 1A	
250 Goddard Rd. - Suite B	
South Portland, ME 04106	
Tel: 207-282-2100	
Tel: 207-785-5656	
PROJECT NO. 13450	
FIELD BOOK	
DESIGN	
CHKD	
DRAWN	
WTC	
WTC	
MAL	
STATUS:	
REV: A	
BY: WTC	
DATE:	
THIS PLAN SHALL NOT BE ADOPTED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNIQS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNIQS, INC.	



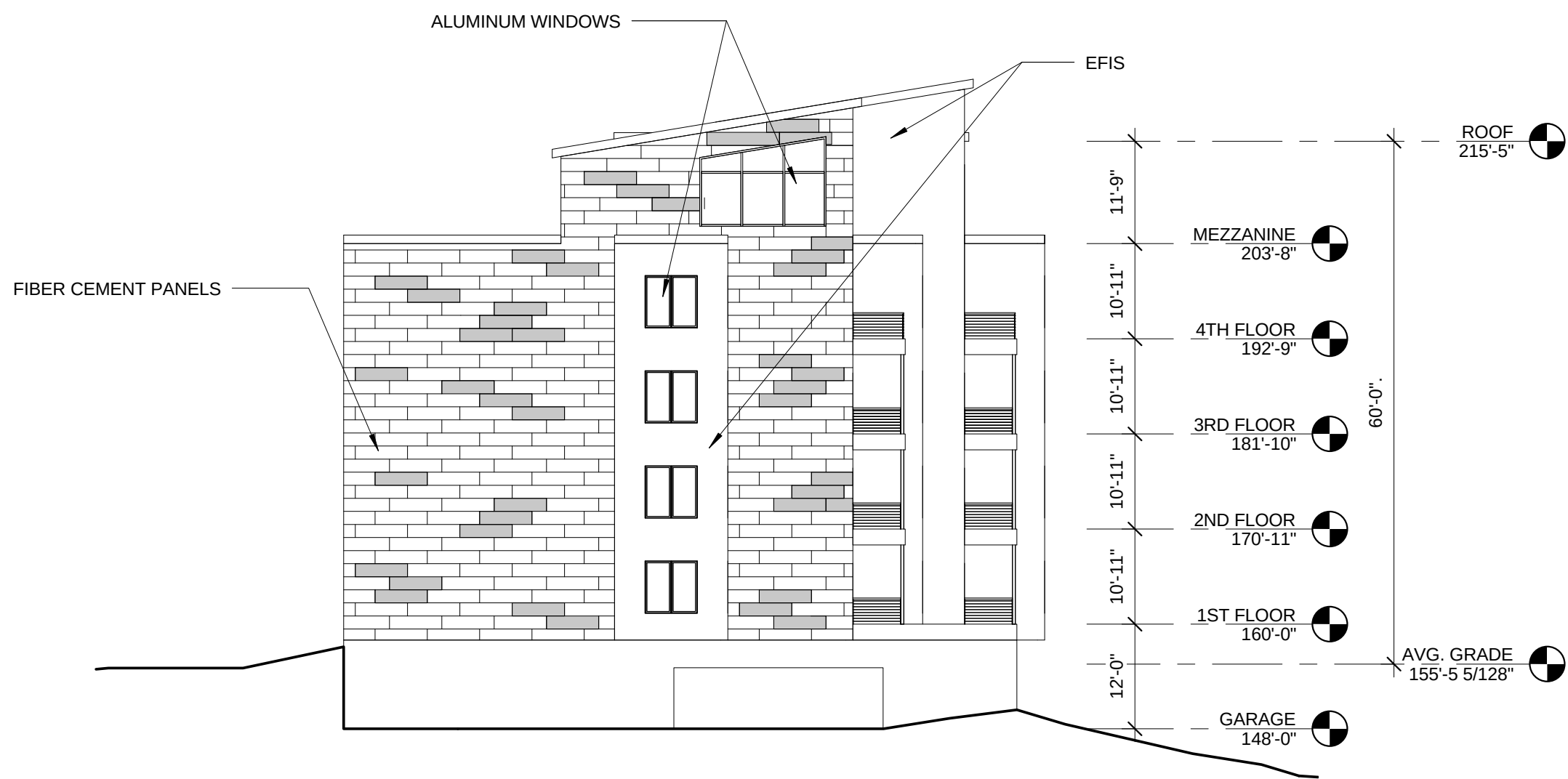
1 Front Elevation

1/16" = 1'-0"



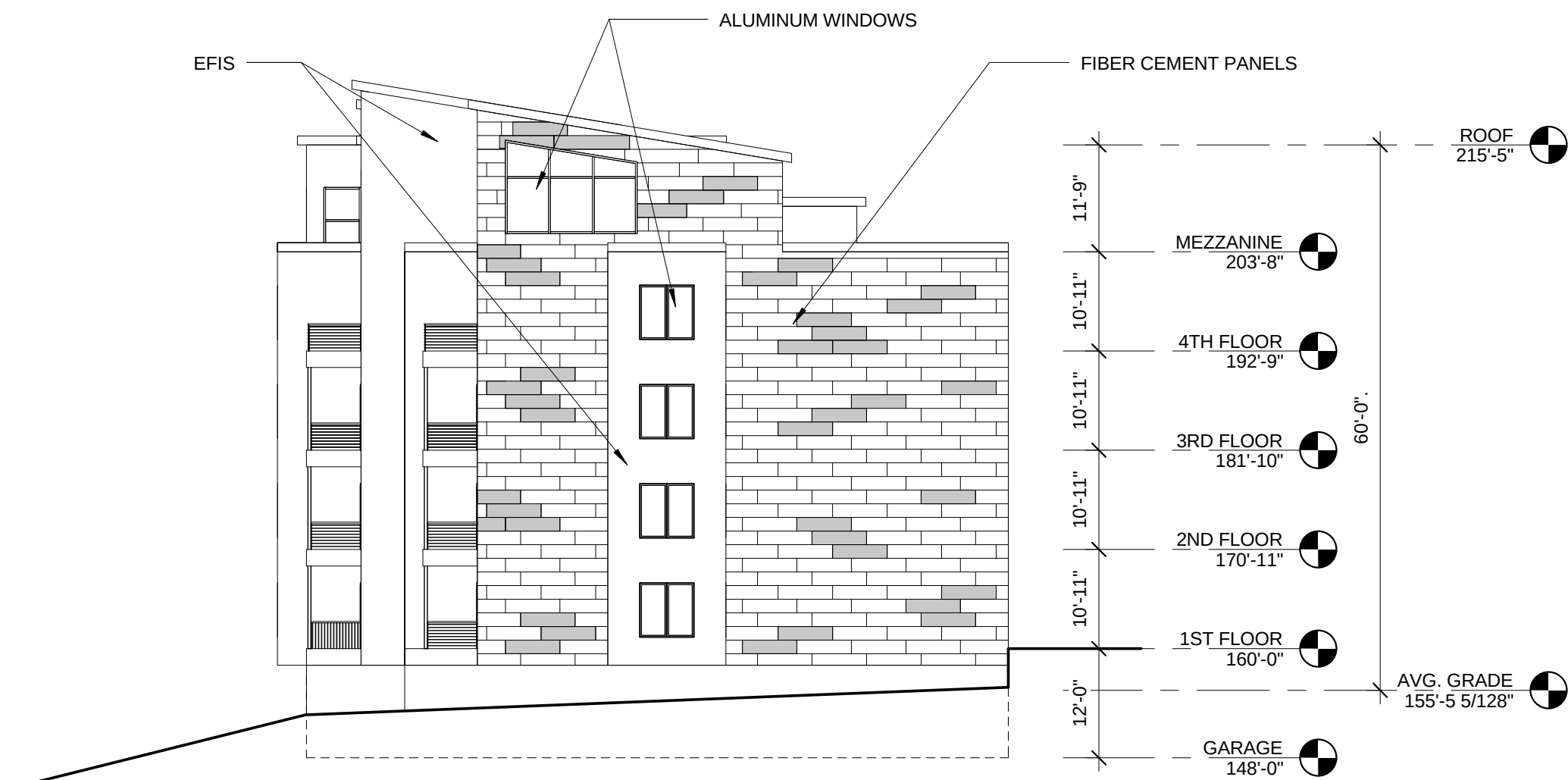
2 Back Elevation

1/16" = 1'-0"



3 Side Elevation

1/16" = 1'-0"



4 Side Elevation 2

1/16" = 1'-0"

Prepared For:

Owner

Address
City, State

Consultant:

Architect
ARCHETYPE
architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:

CASCO HEIGHTS

Revisions:

Scale: 1/16" = 1'-0"

Date:
Jan 24th, 2014

Building Elevations

A2.01

