

1. Legal Ad

Documents:

[PB LEGAL AD 6-22-17 UPDATED.PDF](#)

2. Agenda

Documents:

[PB AGENDA 6-22-17.PDF](#)

3. 184 Commercial Street (Memo And Attachments)

Documents:

[COMMERCIAL ST. - 184 \(MEMO\).PDF](#)
[COMMERCIAL ST. - 184 \(MEMO ATTACHMENTS\).PDF](#)
[COMMERCIAL ST. - 184 \(APPLICANTS SUBMITTAL\).PDF](#)
[COMMERCIAL ST. - 184 \(PLANS\).PDF](#)
[COMMERCIAL ST. - 184 \(PUBLIC COMMENT\).PDF](#)

3.I. Additional Public Comment - 184 Commercial St.

Documents:

[COMMERCIAL ST. - 184 \(ADDITIONAL PUBLIC COMMENT RECEIVED\).PDF](#)

4. 88 Walnut Street (Memo And Attachments)

Documents:

[WALNUT ST. - 88 \(MEMO\).PDF](#)
[WALNUT ST. - 88 \(MEMO ATTACHMENTS\).PDF](#)
[WALNUT ST. - 88 \(APPLICANTS SUBMITTAL\).PDF](#)
[WALNUT ST. - 88 \(PLANS\).PDF](#)

5. Chapter 30 - Affordable Housing (Memo And Attachments)

Documents:

[AFFORDABLE HOUSING \(MEMO\).PDF](#)
[ATT. A - COPY OF MATERIALS SENT AS NOTICE.PDF](#)
[ATT. B - MAP OF EXISTING LOW INCOME AND WORKFORCE HOUSING.PDF](#)
[ATT. C - MEMO ABOUT ESTIMATED RENTAL AND SALES AND INCOME LEVEL CALCULATION.PDF](#)
[ATT. D - MEMO ON LOCAL HISTORIC DISTRICTS.PDF](#)
[ATT. E - MEMO ON THE R-7 ZONES.PDF](#)
[ATT. F - MAP OF EXISTING PRUD LOCATIONS.PDF](#)
[ATT. G - MEMO ON LAND VALUE IMPACTS.PDF](#)
[ATT. H - MAP OF ZONES AFFECTED BY THE CHANGE.PDF](#)
[ATT. I - PROPOSED REVISED LANGUAGE.PDF](#)
[PUBLIC COMMENT - ZACK BAROWITZ 6-15-17.PDF](#)

5.I. Additional Public Comment - Affordable Housing

Documents:

[AFFORDABLE HOUSING \(ADDITIONAL PUBLIC COMMENT RECEIVED\).PDF](#)

6. 101 York St. (Report And Attachments)

Documents:

[YORK ST. - 101 \(REPORT\).PDF](#)
[YORK ST. - 101 \(REPORT ATTACHMENTS\).PDF](#)
[YORK ST. - 101 \(APPLICANTS SUBMITTAL\).PDF](#)
[YORK ST. - 101 \(PLANS\).PDF](#)

7. 20 Thames Street (Report And Attachments)

Documents:

[THAMES ST. - 20 \(REPORT\).PDF](#)
[THAMES ST. - 20 \(REPORT ATTACHMENTS\).PDF](#)
[THAMES ST. - 20 \(PUBLIC COMMENT\).PDF](#)
[THAMES ST. - 20 \(APPLICANTS SUBMITTAL\).PDF](#)
[THAMES ST. - 20 \(PLANS\).PDF](#)

**LEGAL ADVERTISEMENT
PORTLAND PLANNING BOARD MEETING**

The Portland Planning Board will meet on **THURSDAY, June 22, 2017**, Council Chambers, 2nd Floor, City Hall, 389 Congress Street.

Public comments will be taken for each item on the agenda during the estimated allotted time and written comments should be submitted to planningboard@portlandmaine.gov

Workshop: 4:30 p.m.

- i. Conditional Rezoning Review; 184 Commercial Street; Fisherman's Wharf Portland, LLC., Applicant. (4:30 – 5:30 p.m. estimated time). The Planning Board will hold a workshop to a conditional rezoning application for the proposed redevelopment at 184 Commercial Street. The site is within the Non-Marine Use Overlay Zone (NMUOZ) and the underlying zone is the Waterfront Central Zone. The proposal is for a mixed use development consisting of a water taxi dispatch center, office space, retail space, restaurant, hotel and parking structure. The applicant is seeking a conditional rezoning of the site to allow for the following: a) the hotel use; b) building height; c) setback modification from the high tide line; and d) to establish the marine infrastructure investment.
- ii. Level III Subdivision and Site Plan Review; 88 Walnut Street; JP Sheridan, LLC., Applicant. (5:30 – 6:00 p.m. estimated time). The Planning Board will hold a workshop to consider a proposed 3 unit building with 2 two-bedroom units and 1 three-bedroom unit. Parking for 3 vehicles is provided in an attached garage. The lot is on the corner of Walnut and Sheridan Street and is located in the B-2b zone.

Break for Dinner

Evening Workshop – 7:00 p.m.

- i. Proposed Amendments to Chapter 30, Affordable Housing; City of Portland, Applicant. (7:00 – 8:00 p.m. estimated time) The Board will hold a workshop on proposed amendments to Chapter 30, Affordable Housing, which have been proposed by the Housing Committee. The potential amendments, include but are not limited to, allowing increased housing density and flexible dimensional standards for affordable housing projects in the B-1, B-1b, B-2, B-2b, B-2c, B-3, B-3b, B-3c, B-4, B-5, R-7 and RP zones, and in Planned Residential Unit Developments.

Public Hearing – 8:00 p.m.

Unfinished Business

- i. Subdivision Review on Amended Subdivision Plat; 101 York Street; JB Brown, Applicant. (8:00 – 8:45 p.m. estimated time). The Planning Board will hold a public hearing on an amended subdivision plat and condominium documents for the approved development at 101 York Street. The mixed use project, with first floor commercial and office space, along with 63 residential units on the upper floors, is currently under construction. The proposed revisions add the parking garage to lot 40-C-9 and further subdivide the retail space.

New Business

- ii. Level III Site Plan and Subdivision Review; 20 Thames Street; Essexnorth Portland, LLC., Applicant. (8:45 – 9:30 p.m. estimated time). The Planning Board will hold a public hearing on a proposed mixed use project with a lot size of 13,580 sq. ft. The proposal includes 28 condominium units with a housing mix of 4 one-bedrooms, 23 two-bedrooms and 1 three-bedroom. Commercial space and four parking spaces are proposed on the ground floor level. Parking for 68 vehicles will be provided at the Oceangate Garage. The site is located in the India Street Form Based Code and it will be reviewed under the City's subdivision, site plan, shoreland zoning and affordable housing ordinances.

ELIZABETH BOEPPLE, CHAIR – PORTLAND PLANNING BOARD

CITY OF PORTLAND, MAINE

PLANNING BOARD

Elizabeth Boepple, Chair
Sean Dundon, Vice Chair
Carol Morrisette
David Eaton
Brandon Mazer
Maggie Stanley
Lisa Whited

AGENDA PORTLAND PLANNING BOARD MEETING

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DINNER BREAK 6:15 p.m.

EVENING WORKSHOP – 7:00 p.m.

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PUBLIC HEARING – 8:00 p.m.

1. **ROLL CALL AND DECLARATION OF QUORUM**
2. **COMMUNICATIONS AND REPORTS**
3. **REPORT OF ATTENDANCE AT THE MEETINGS HELD ON:**

May 23, 2017

Workshop: Boepple, Dundon, Morrisette, Eaton and Whited present; Stanley and Mazer absent.

Public Hearing: Boepple, Dundon, Morrisette, Eaton and Whited present; Stanley and Mazer absent.

June 13, 2017

Workshop: Boepple, Dundon, Eaton, Mazer, Stanley and Whited present; Morrisette absent.

Public Hearing: [no public hearing on that agenda].

4. REPORT OF DECISIONS AT THE MEETINGS HELD ON:

MAY 23, 2017

- i. Level III Site Plan and Site Location of Development Application; 547 Riverside Street; Riverside Self Storage; 547 Riverside LLC., Applicant. Dundon moved and Morrisette seconded a motion to waive off-street parking to allow ten (10) parking spaces as depicted in the plan. Vote 5-0 (Stanley and Mazer absent). Dundon moved and Morrisette seconded a motion to waive the technical manual standard to allow a minimum separation of 85' feet. Vote 5-0 (Stanley and Mazer absent). Dundon moved and Morrisette seconded a motion to approve the site plan with 3 conditions of approval. Vote 5-0 (Stanley and Mazer absent).
- ii. R-5 to B-1b Map Amendment; 510 Stevens Avenue; Steven and Roberta Cope, Applicants. Dundon moved and Morrisette seconded a motion to recommend a map amendment to the Portland City Council for the property at 510 Stevens Avenue, inclusive of the adjoining Stevens Avenue right-of-way up to the street centerline, from R-5 Residential to B-1b Neighborhood Business. Vote 5-0 (Stanley and Mazer absent).
- iii. Level III Site Plan and Subdivision Application; 5-7 Cumberland Avenue; Banner Properties, LLC., Applicant. Dundon moved and Whited seconded a motion to waive technical manual standard to allow the aisle as depicted in the proposed site plan. Vote 4-0 (Stanley and Mazer absent; Morrisette recused). Dundon moved and Whited seconded a motion to waive technical manual standard to allow five 8' x 15' parking spaces. Vote 4-0 (Stanley and Mazer absent; Morrisette recused). Dundon Moved and Whited seconded a motion to approve the site plan and subdivision plan subject to 6 conditions of approval. Vote 4-0 Stanley and Mazer absent; Morrisette recused).

JUNE 13, 2017

- i. Subdivision Review on Amended Subdivision Plat; 101 York Street; JB Brown, Applicant. At the request of the applicant, this item is being tabled to Thursday, June 22, 2017.

5. UNFINISHED BUSINESS

- i. Subdivision Review on Amended Subdivision Plat; 101 York Street; JB Brown, Applicant. (8:00 – 8:45 p.m. estimated time). The Planning Board will hold a public hearing on an amended subdivision plat and condominium documents for the approved development at 101 York Street. The mixed use project, with first floor commercial and office space, along with 63 residential units on the upper floors, is currently under construction. The proposed revisions add the parking garage to lot 40-C-9 and further subdivide the retail space.

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Memorandum

Planning and Urban Development Department

Planning Division

To: Chair Boepple and Members of the Portland Planning Board

From: Christine Grimando, Senior Planner

Date: June 16, 2017

Project #: PEZ.2017-062

CBLs: 031 J031, 031 J030

Re: Fisherman's Wharf: Application for a Conditional Rezoning Application at 184 Commercial Street

Meeting Date: June 22, 2017

I. INTRODUCTION

Fisherman's Wharf Portland, LLC. c/o David Bateman, has submitted an application for a Conditional Rezoning of a 1.9 acre property at 184 Commercial Street. The property fronts Commercial Street, bounded between Long Wharf and Widgery Wharf, and abutting Chandler's Wharf. 184 Commercial Street is in the Waterfront Central Zone (WCZ), and the Non-marine use overlay zone (NMUOZ). The property is also partially in the Shoreland Zone, partially in a flood zone, and in the Downtown Entertainment Overlay Zone.

The applicant is proposing a phased mixed-use development, including office, retail, structured parking, restaurant, a dispatch center for water taxis and related marine uses, and a hotel. Before submitting an application for a Level III site plan, the project requires a conditional rezoning for the hotel use, a height increase of an additional story to accommodate a rooftop bar, and a reduced setback from 25 to 16 feet from average high tide on the on the waterfront-facing side of the hotel/restaurant area (as depicted on Plan 2). The Waterfront Central Zone includes a mechanism for considering applications for use and dimensional standards not allowed in the zone.

If the City of Portland were to approve a conditional rezoning in this area, the change would also need approval from Maine Department of Environmental Protection.

Applicant: Fisherman's Wharf Portland, LLC. c/o David Bateman

Property Owner: GEF, LLC

Consultants: Engineer: Gorrill Palmer, Architect: Archetype, Surveyor: Owen Haskell, Inc.

Public Notice: Public notice of the workshop appeared in the Portland Press Herald on June 12 and June 13, 2017, was posted on the web site and was sent by mail or e-mail to 322 property owners and interested citizens.

A neighborhood meeting was held on June 6, 2017 and notes and documentation from that meeting is attached ([Applicant's Submittal H](#)). Written public comment is included in the packet ([Public Comment PC1 through PC4](#)).

II. EXISTING CONDITIONS

Current Uses

The site includes a 261-space surface parking lot offering monthly and hourly paid parking, the Portland Lobster Company restaurant and associated outdoor seating, and marine uses offering harbor tours and related commercial marine activities. A 35-foot access drive used as a primary access for the residences at Chandler's Wharf runs through the site.

Surrounding Uses

Surrounding uses are extremely eclectic. Uses within the WCZ include private commercial marine holdings, the Gulf of Maine Research Institute, marinas, offices, berthing for the US Coast Guard, residential condominiums, retail, and restaurant uses. The facing side of Commercial Street is a mixed-use business zone (B-3) which includes the shops, restaurants, offices, residences, and services of the Old Port. On the south side of Commercial Street, immediately to the project's west between Widgery and Union Wharves, an approximately 40,000 sf mixed use project was recently approved at 230 Commercial Street, for office, retail, restaurant and associated parking. To the project's east is the entrance to DiMillos restaurant and marina, a bank, and associated surface parking. Surrounding uses on the surrounding wharves include Widgery Wharf, the site of active water-dependent uses, trap and supply storage, berthing, outbuildings, and related support for the lobstering and fishing businesses that operate there. Also immediately abutting the property is Chandler's Wharf, the location of residential condominiums.

Zoning Context

The property is wholly in the WCZ, in the WCZ's NMUOZ, partially in the Shoreland Zone, partially in a flood zone (AE zone, 1% Annual Flood), and in the Downtown Entertainment Overlay Zone. The nearest adjacent zone to this site is the B-3, business zone, which extends from the Old Port to Bayside. The parcel is in the middle of the Waterfront Central Zone, sandwiched between the Eastern Waterfront Port Zone (beginning near Ocean Gateway and extending east to include 58 Fore Street), and the Waterfront Port Development Zone (beginning just west of Deake's Wharf, and extending to the Veteran's Bridge).

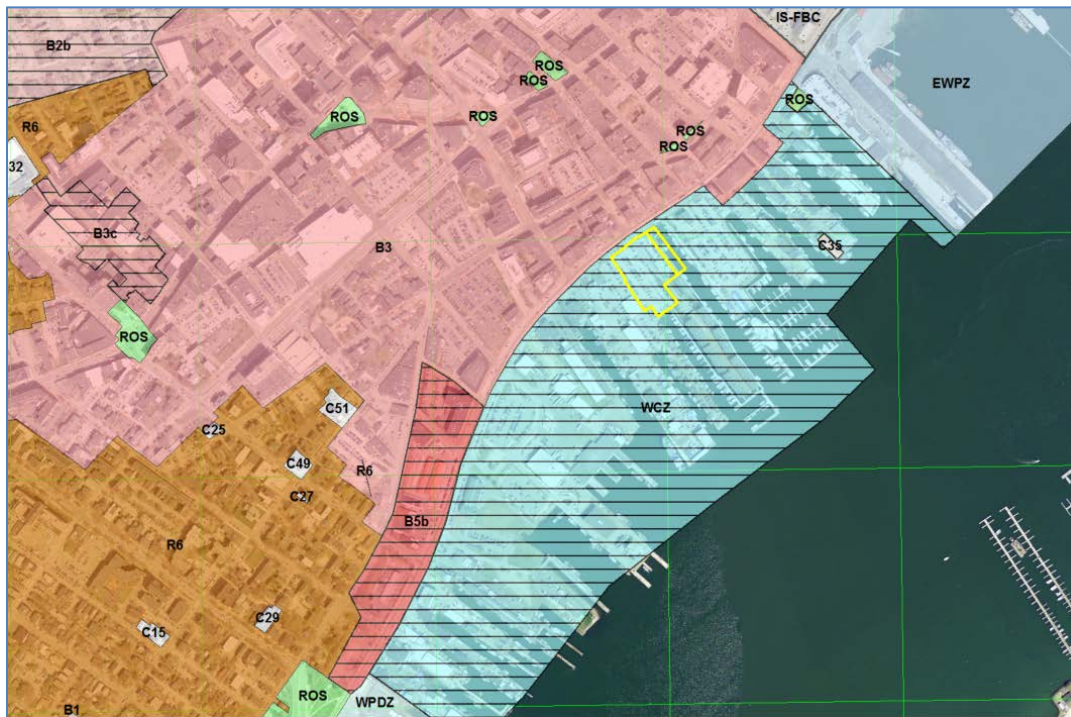


Figure 1, Zoning Context

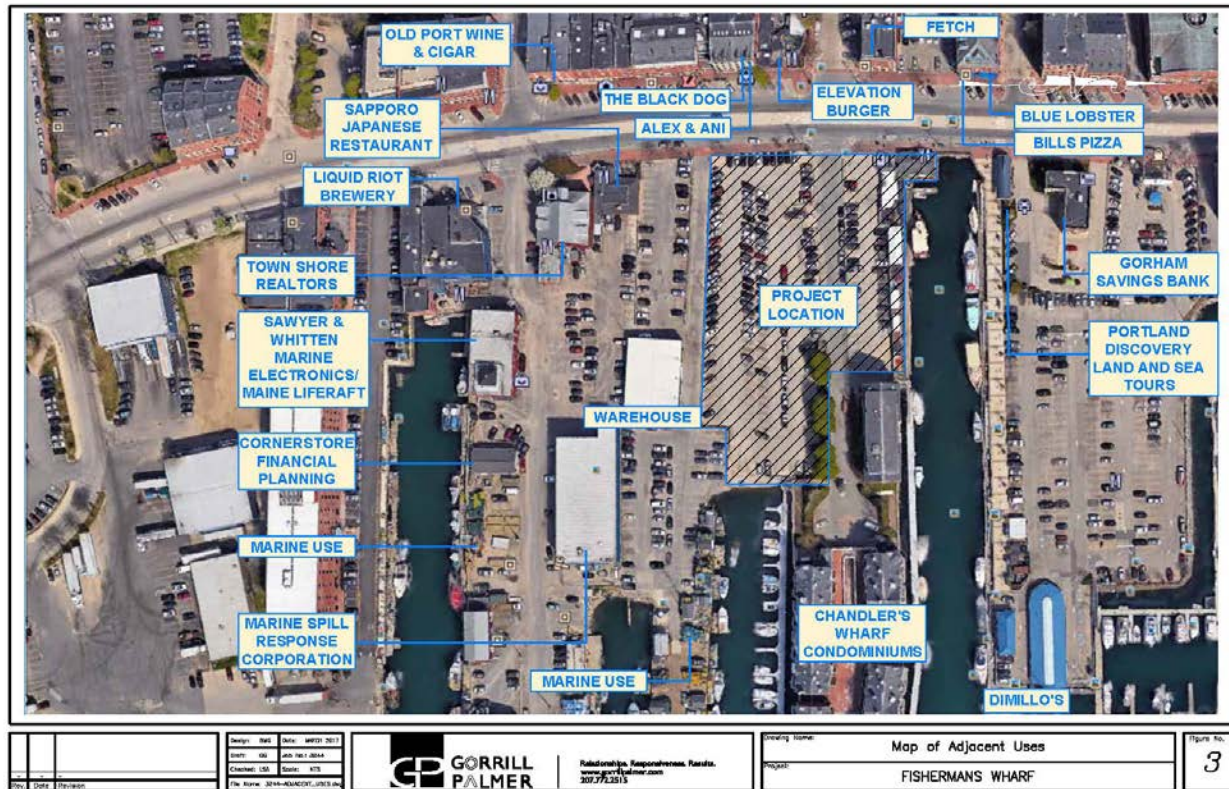


Figure 2, Site Location

III. PROPOSED DEVELOPMENT

Though not a site plan application, the conditional rezoning application includes site plans, renderings, and an itemization of proposed uses and phasing. Though these materials are integral to evaluating the conditional rezone application, it's also important to note that the supporting materials are illustrative until a Level III application is filed.

Below are total square footage estimates by use. The applicant's submission (Attachment F) itemizes these by building, as some of the uses are distributed in multiple buildings across the site.



Figure 3, View from Commercial Street

Figure 4, Site Plan (6-15-2017)

In addition to the square footage estimates by use, there is publically accessible boardwalk area, wharf, and berthing area included in the overall site layout.

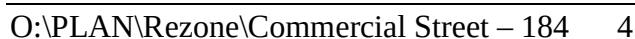




Figure 5, Rendering of Fisherman's Wharf from Commercial Street

IV. ZONING ANALYSIS

The Conditional Rezone application consists of three related items: allowing the use of hotel, currently not permitted, and two dimensional changes – a height increase to accommodate a rooftop bar, and a reduced setback from 25 to 16 feet from average high tide on the on the waterfront-facing side of the hotel/restaurant area. Each of the other uses proposed, except for the hotel, are permitted. They fall under the categories of *Commercial Marine Transport; Office, retail and restaurants, and Parks, plazas and outdoor pedestrian areas*. Below is an overview of the zone's purpose, the NMUOZ, dimensional and use standards, performance standards, and the WCZ Conditional Rezoning Standards. Each of these elements of the WCZ provides valuable context for how development proposals are evaluated within the zone; the Conditional Rezoning Standards of Sec. 14-311.c are the specific criteria the application is reviewed against.

Purpose

The WCZ exists to protect and nurture water-dependent and marine-related support uses. It establishes a three tiered priority of uses – 1) to protect and nurture existing and potential water-dependent uses in a setting that enforces their continued economic viability; 2) to encourage other marine and marine-related support uses so long as they do not interfere with water-dependent uses, either directly by displacement or indirectly by placing incompatible demands on the zone's infrastructure; and 3) Non-marine uses that do not interfere with and are not incompatible with first and second priority uses. Non-marine uses are considered beneficial to the waterfront economy due to the financial benefits of added maintenance and improvement of marine infrastructure. The purpose statement concludes that *Commercial Street is recognized as an important economic center for the city and region. Marine compatible uses are encouraged to locate and grow along Commercial Street while higher priority marine uses are protected on the waterfront*. The full purpose statement is included as Attachment 2.

The WCZ purpose statement is the template for the zone's performance standards, many of the conditions associated with permitted and conditionally permitted uses, the conditional rezoning standards of the zone, which focus on setting parameters for permitting non-marine commercial, activity and operations elsewhere in the central waterfront.

Permitted and Conditional Uses

The following table contains a summary of permitted, conditional, and prohibited uses contained in Secs 14-307, 14-308, and 14-309.

Table 2: Permitted and Conditional Uses

	Waterfront Central Zone Use Table	Permitted	Conditional	Prohibited
Marine	Marine products, wholesaling, distribution and retailing	X		
	Marine repair services and machine shops	X		
	Tugboat, fireboat, pilot boat and similar services	X		
	Harbor and marine supplies and services, chandleries, and ship supply such as fueling and bunkering of vessels	X		
	Marine industrial welding and fabricating	X		
	Shipbuilding and facilities for construction, maintenance and repair of vessels	X		
	Commercial marine transport and excursion services, including ferries, captained charter services, sport fishing and water taxis	X		
	Cargo handling facilities, including docking, loading and related storage	X		
	Boat repair yards	X		
	Boat storage facilities, excluding rack storage facilities	X		
	Seafood processing	X		
	Seafood packing and packaging	X		
	Seafood loading and seafood distribution	X		
	Fabrication, storage and repair of fishing equipment	X		
	Ice-making services	X		
	Facilities for marine construction and salvage	X		
	Facilities for marine pollution control, oil spill cleanup, and servicing of marine sanitation devices	X		
	Fabrication of marine-related goods	X		
	Fishing and commercial vessel berthing	X		
	Non-commercial berthing of a maximum of fifty (50) linear feet per pier. A non-commercial berth may not displace a commercial berth. Parking for any non-commercial berthing is subject to the provisions of section 14-311(d)8	X		
	Marine office, including but not limited to offices of owners of wharves or their agents, and naval architects, and seafood brokers	X		
	Public landings	X		
	Marine research, education, and laboratory facilities	X		
	Bait sales and processing	X		
	Harbor security and emergency response services including but not limited to Harbor Master, Marine Patrol and Coast Guard	X		
	Fish by-products processing, subject to the standards of 14-308.a.1.a-c.		X	

	Boat rack storage facilities, provided that parking shall be provided for 100% of the demand generated and such parking shall be provided off-site. Boat rack structures shall not exceed ten thousand (10,000) square feet of building footprint		X	
Non-marine commercial and industrial uses	Professional, business, government, and general office	X		
	Retail and service establishments, including craft and specialty shops. Convenience stores with gas pumps shall not be permitted under this section	X		
	Restaurants provided that full course meal food service and consumption shall be the primary function of the restaurant, and full course meal service shall be continued up until the hours of closing	X		
	Banking services without drive-up service	X		
	Laundry and dry cleaning service	X		
	Cabinet and carpentry shops, studios for artists and crafts people	X		
	Intermodal transportation facilities	X		
	Cold storage facilities	X		
	Museums and art galleries	X		
	Outside accessory activities	X		
	Hotels, motels or boatels			X
	Auditoriums, civic centers, convention centers or other meeting facilities			X
	Drinking establishments			X
	Temporary wind anemometer towers, subject to the conditions of 14-308.d			X
Public	Landscaped pedestrian parks, plazas and other similar outdoor pedestrian spaces, including without limitation pedestrian and/or bicycle trails.	X		
Residential	Residential. The primary owner of a marine business listed under located on the same site may occupy upper floor space with a residential use, subject to the full conditions of 14-308.b.1-6		X	
Other	Interior accessory uses customarily incidental and subordinate to the location, function and operation of permitted uses, subject to the standards of 14-307.d.1.a-b	X		
	Street vendors	X		
	Wind energy systems	X		
	Utility substations		X	
	Temporary wind anemometer towers, subject to the conditions of 14-308.d		X	
	Ground mounted telecommunication towers, antennas, and/or disks			X
	Uses not enumerated as Permitted or Conditional			X

Dimensional Standards

Below is a summary table of the dimensional requirements of Sec. 14-310.

Table 3: Dimensional Standards

	WCZ
Min. Lot Size	None
Min. Street Frontage	75 ft
Min. Lot Width for NMUOZ	50 ft measured parallel with Commercial Street and lot width shall be continuous for the full depth of the lot
Min. Front Yard	None
Min. Rear Yard	None
Min. Side Yard	None
Min Setback from Pier Edge	5 ft from the edge of any pier, wharf or bulkhead, including any attached apron.
Max. Structure Height	50 ft., not including typical rooftop appurtenances and/or enclosed or open mechanical installations
Max. # of Stories	3 habitable floors. Buildings in the NMUOZ: 4 habitable floors.
Min. ground floor clearance	New buildings > 300 sf, more that 35 ft from southerly side of Commercial St.: 15 ft of first floor to ceiling vertical clearance. New buildings < 300 sf or additions to existing multistory buildings shall provide the max. ground floor clearance practicable. Non-marine buildings in the NMUOZ: None
Max. Lot Coverage	100%

Non-Marine Use Overlay Zone

NMUOZ is a portion of the WCZ where new and existing development may be occupied by 100% non-marine uses. The base WCZ, in contrast, requires 55% marine use required on ground floors and 55% marine use for all open areas. Permitted uses are the same in both the NMUOZ and the base zone.

The geographic limits of the NMUOZ are depicted on the map in Figure 5, and described in Sec. 14-306. The overlay is subject to a setback of 25 feet from the average high tide of Portland Harbor and associated wetlands. The applicant is requesting the setback be reduced from 25 ft. to 16 feet on the parcel with the water-facing side of the proposed hotel. An expanded boardwalk area is proposed to, in part, offset this setback reduction.

Development within the NMUOZ is subject to the following additional standards (Sec. 14-311.b):

1. Vessel access: Non-marine uses in the NMUOZ shall not disrupt or block access to vessel berthing.

- Maximum setback. New development on lots with 75ft or more of frontage along Commercial Street have a maximum setback of 35 feet, and requirements for façade orientation towards Commercial St.

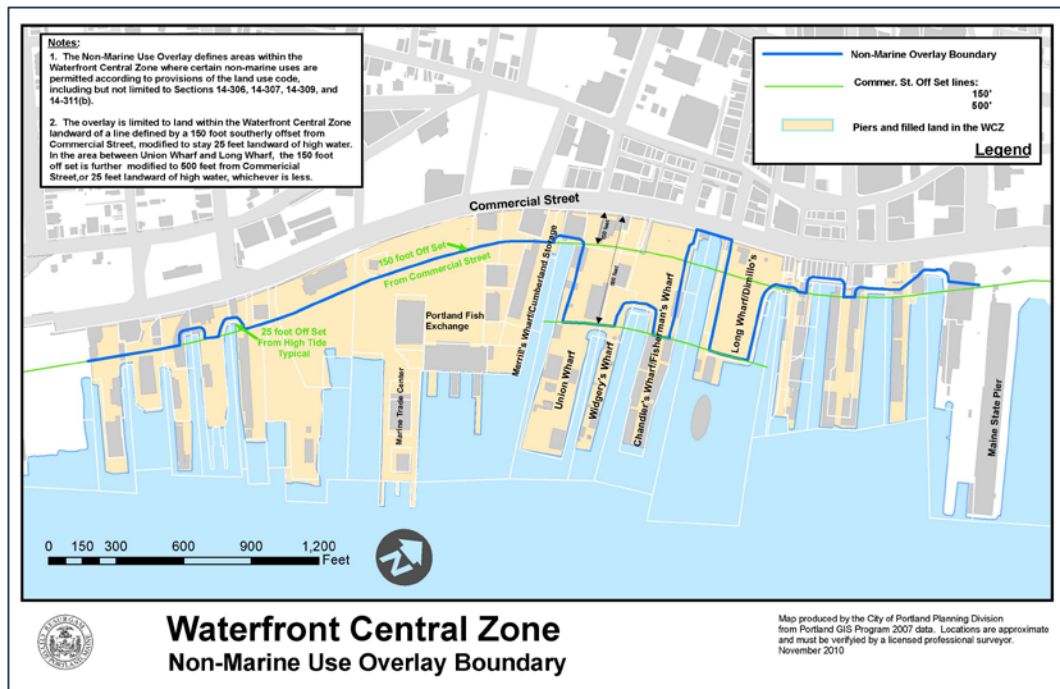


Figure 6, Non-Marine Use Overlay Boundary

- Investment in marine infrastructure: All applicants for site plan review or a change of use permit for non-marine development in the NMUOZ are required to invest in marine infrastructure as a condition of development. The value of the investment shall be not less than 5% of total project costs over \$250,000 for constructing non-marine space and associated site improvements in the NMUOZ. Investment may occur by either direct investment in marine infrastructure (dredging, pile replacement, new decking, new floats, pier expansions, for example) or through a financial contribution to the city's waterfront loan and investment fund. Investments in marine infrastructure are required prior to the issuance of a certificate of occupancy for the non-marine development project.

Performance Standards

Uses in the WCZ are subject to seventeen performance standards (14-311.d) that all new development needs to meet, in addition to any site plan or other Land Use Code requirements. These include standards for outdoor storage, lighting, noise, vibration, harbor discharges, filling of berthing areas, vehicle storage, location of water-dependent use parking, and others. Other performance standards include requirements that that new construction within 35 feet of the southerly edge of Commercial Street conform to the downtown urban design guidelines; standards for pier and wharf expansions; functional utility of piers and access to the water's edge; and demonstration of compatibility of non-marine uses with marine uses, including requirements that *access, circulation, parking, dumpsters, exterior storage and loading facilities or other structures shall neither interfere with the existence or operation of marine uses nor impede access to vessel berthing or other access to the water by existing or potential marine uses, and that non-marine uses shall not substantially reduce or inhibit existing public access.*

New development is also subject to a public view protection standard (14-311.d.17) which requires that a public view impact analysis and required to promote the public's visual access to the water through sensitive building placement. The standard requires that where there is loss of existing public views to the water, that the developer provide alternate public through newly established view corridors or publicly accessible

pedestrian ways.

Conditional Rezoning Standards

The Waterfront Central Zone includes provisions for proposals deviating for any dimensional standards, permitted uses, or conditional uses in Sec. 14-311.c, *Contract or conditional rezoning standards*, and are the standards this application is being reviewed under.

The Conditional Rezone application consists of three items: allowing the use of hotel, currently not permitted, and two distinct dimensional changes – a height increase to accommodate a fifth story/rooftop bar, and a reduced setback from 25 to 16 feet from average high tide on the on the waterfront-facing side of the hotel/restaurant area.

Conditional or rezoning proposed within the NMUOZ is subject to the following review standards:

1. Conditional or contract rezoning applications located within the NMUOZ are subject to the provisions of 14-311.b.3 (Investment in marine infrastructure).

The applicant has indicated certain investments in marine infrastructure in the site plan and application narrative – decking and wharf improvements, for instance - and has also indicated a wish to negotiate the terms of this standard. Additional information will be needed to determine if there's a discrepancy between the requirement and what's proposed.

2. Residential dwellings are prohibited.

No residential units are proposed.

3. The development is consistent with the comprehensive plan and without the development the site could not otherwise support an economically viable water-dependent use.

The proposed development is in the NMUOZ and is not required to proposed a water-dependent use. For a discussion of the comprehensive plan, see VI, Policy Analysis.

4. Any physical or legal impediments which preclude or impede functional access from the site of the development to any portion of the water's edge are not the result of action taken by the current owner, the applicant for rezoning, or any prior owner after January 4, 1993.

The applicant has responded that there are no known impediments to the water's edge, and demonstrated Right, Title, and Interest to the property in Attachment G.

5. The project's public benefits outweigh its potential negative impacts, taking into consideration as public benefits: protection of existing water-dependent uses, preservation of future water-dependent use development opportunities, contribution to the development of and/or on-going maintenance of the marine infrastructure for commercial vessels, and visual and physical access to the waterfront for the general public.

This conditional rezoning request retains marine uses in the form of the Dispatch Center, and maintenance and improvements to the wharf. Marine loading areas and parking are included in the parking garage.

Approval of the setback request depends on the project's ability to show that there's no loss in capacity of the area in question to serve water-dependent and/or marine-related uses on the site in the future. No marine uses are displaced and the project proposes to increase total area for public access through the expansion of the boardwalk – ensuring this space is sufficient and secure is critical to the application's approval.

Replacement of the surface parking lot may reduce visual access to the water from Commercial Street,

but design of the building, and an increased ability for the public to access the water through the site can offset this. Removal of the Portland Lobster Company from its current location will also open up views and physical access from Commercial Street.

Each of these elements will need further elaboration, but at this stage the project appears able to meet these standards with the development program outlined in the application.

6. The development responds to any unique physical conditions and development opportunities along the shoreline in a manner that is consistent with section 14-305 (purpose).

The WCZ purpose statement focuses on the protection of water-dependent and marine-related uses as priorities, and supports non-marine uses, particularly towards Commercial Street, provided they do not interfere with the operations of marine uses. Much of the site is redevelopment of an existing surface parking lot. The shoreline elements of the site are its edges – the northeast side of the parcels that include the proposed boardwalk, Dispatch Center, and wharf, as well as the edge that abuts Widgery Wharf. The area of the boardwalk and wharf are designed around waterfront access. The design of the areas called out as Phase 2/3/4 on (Attachment Plan 2/I), and the Widgery Wharf-side parking garage exit will be important elements of this proposal, both in terms of traffic and circulation, relationship to surrounding water-dependent uses, and design of the small area of waterfront edge at the water-side of the parking structure. The applicant has submitted additional materials (Attachment I) to the initial application, showing some changes in this area since the neighborhood meeting.

7. The non-marine portion of the proposed development will not adversely affect the efficient operation of marine uses, such as producing less efficient traffic, parking or circulation patterns. Parking for the non-marine portion of the proposed development shall be subject to review under section 14-311(d)(8).

The applicant proposes to fully accommodate existing surface parking spaces and spaces to serve new uses.

Traffic and traffic circulation impacts will be required to be fully analyzed over the course of a Level III Site Plan application, though the current materials allow for an assessment of overall circulation, layout, and ability of the site to accommodate the proposed uses.

Tom Errico, PE, has offered initial comments on the layout (Attachment 1):

- *A trip generation analysis has not been provided. My expectation is that a Traffic Movement Permit would be required. A detailed traffic impact study will be required in conjunction with Site Plan permitting of the project. A key part of the traffic study will be evaluating traffic impacts at the Commercial Street/Dana Street/Chandler's Wharf intersection.*
- *During the review and permitting of the Union Wharf/Widgery Wharf project, it was recommended that vehicle connectivity between Widgery Wharf and Union Wharf be maintained or provided so vehicles can use the traffic signal at the Commercial Street/Union Street intersection. It may be beneficial if the subject project traffic were given the opportunity to access the traffic signal.*
- *The parking garage provides one entry lane and three exit lanes. The design of garage entry capacity should ensure that vehicle backups will not occur on Chandlers Wharf.*
- *Commercial Street is under Pavement Moratorium restriction status until 2021 and project impacts could results in associated fee requirements.*
- *The size of the parking garage appears to provide sufficient supply for both the proposed project needs and accommodating existing surface parking.*
- *A detailed construction management plan will be required during the permitting of the project.*

In addition to the preliminary traffic comments, additional feedback from the Fire Department indicate they feel they can serve the project as proposed so far, provided any connections between the hotel and parking structure allow adequate clearance for Fire trucks.

8. The rezoning contains adequate provisions and/or conditions to ensure that any associated water-dependent infrastructure remains occupied by any commercial marine use as listed in 14-307(a) and that said use is not abandoned after the project is developed.

The applicant has indicated their intent to comply with this requirement. Any conditional rezoning should include provisions for ensuring the water-dependent infrastructure and uses continue.

The applicant has given responses to each of these standards in Attachment F.

V. POLICY ANALYSIS

The comprehensive plan identifies the goal of the central waterfront as achieving *a balance where non-marine economic development benefits the piers, Commercial Street, waterfront uses, and the City by sustaining marine infrastructure, protecting opportunity for commercial marine activity, and promoting appropriate access by the public to views and activities in Portland Harbor* (p.37, Considerations for the Central Waterfront). The plan further recognizes the policy structure of each of the waterfront zones, and reflected in the Land Use Code, of a hierarchy that prioritizes water-dependent, marine-related, and compatible non-marine uses, in that order.

Regarding the specifics of the Waterfront Central Zone, the Waterfront Appendix states: *The Waterfront Central Zone (WCZ) is designed first to protect and nurture existing and potential water-dependent uses, and secondly to encourage other marine-related uses. Compatible non-marine uses are encouraged in the zone, and considered beneficial to the overall waterfront economy, provided they do not interfere with water-dependent and marine-related uses* (p. 165).

The appendix of the comprehensive plan provides valuable context for how Portland has approached regulation of its waterfront to encourage the continuation of viable and water-dependent and marine-related uses. In particular, it outlines how the central waterfront has undergone several zoning amendments in recent decades in response to its unique challenges, primarily aimed at finding a balance between non-marine tenants that can support the viability of waterfront infrastructure, while reserving pier edge for commercial berthing, and providing standards aimed at not impairing the areas reserved for a working port.

The comprehensive plan has many recommendations for the waterfront which have implications for this project, some of which are identified below.

- *Maintain and modernize infrastructure to support the working waterfront and port capabilities* (p. 34).
- *Prioritize and promote Portland's unique mix of water-dependent, marine-related uses and compatible non-marine uses* (p.34).
- *Seek funds and create incentives to improve facilities for marine industries, including the maintenance and expansion of public and private berthing, dredging, and land-side infrastructure* (p. 35).
- *Continue to explore funding for pier maintenance in the Central Waterfront* (p. 35).
- *Address transportation and congestion issues on Commercial Street to balance the mobility needs of marine industrial uses with bicycle and pedestrian safety improvements* (p. 37)
- *Protect and promote access to the waterfront and Portland islands for commercial and marine activity, including berthing* (p. 35)
- *Prioritize and promote Portland's unique mix of water-dependent, marine-related uses and compatible non-marine uses* (p. 34)
- *Promote passive and active recreational access to the waterfront* (p. 34)

Redevelopment of this site has the potential to improve water quality, something emphasized in the Environment Policy Guide, as there is very little to mitigate or treat surface runoff from the site now.

The comprehensive plan acknowledges the role of non-marine uses in a waterfront zone, and frames the issue as that of balance. In the WCZ the test of balance ensuring that water-dependent and marine-related uses are not impaired, while also providing for investment in marine infrastructure, public access to the water, and environmental quality. There's nothing in the three elements of the contract rezone request – the setback reduction, the height increase, and the hotel use - that contradicts these goals, and much in the proposal that aligns with these goals. The details of the changes, the site layout, the design, and the nature of marine-related improvements, warrant discussion and refinement to ensure there is no negative impact, and that there's maximum positive impact for the central waterfront.

VI. PUBLIC COMMENT

Four items of public comment have been submitted to date, as well as notes from the neighborhood meeting held by the applicant. Concerns have been expressed regarding traffic circulation patterns, safety, congestion, construction management, emergency response, wayfinding, obstruction of views, safety, proximity and siting of the rooftop restaurant, as well as concerns about the design.

VII. DISCUSSION

The Waterfront Central Zone, in establishing a process and criteria for conditional or contract rezones, anticipates applications for uses and dimensional standards not currently allowed. Hotel as a use should be able to meet the conditional rezoning standards in a zone already allows retail, office, and restaurants. Like with other non-marine uses, any development will need to allow for the odors, noises, and operations associated with a working waterfront, and discussions of compatibility - whether traffic and circulation, design, lighting, or any of the other performance standards in the WCZ - should be incorporated into all stages of review for the site. If the development proposal moves ahead, site plan review would also include review of any particular impacts associated with the needs of a hotel.

The height increase has generated concern in the public comments received to date that may be able to be alleviated with additional information on noise, siting and design. It doesn't have any direct impact on marine-dependent uses, but more detail is still needed on this aspect of the proposal on how impacts can be ameliorated.

The side setback reduction is the aspect of the application with the most potential impact on the marine uses of the site. The applicant is proposing in this same area a boardwalk expansion, wharf improvement, and commercial marine transport in the form of berthing and the Dispatch Center. All of these elements would be positive additions to the central waterfront, but warrant additional discussion regarding ensuring continued public access and marine dedicated spaces. In addition to the Dispatch Center/boardwalk side of the site, the southern side of the parcel, on the far side of the parking structure, with its dedicated marine parking, its small section of waterfront, and its proximity to Widgery Wharf should be further articulated as a critical edge between non-marine and marine-dependent uses.

Lastly, as noted above (Conditional Rezoning Standard #1), the application indicates some investment in marine infrastructure (decking and wharf investments and improvements related to creation of the Dispatch Center) but also a wish to negotiate the details of this standard. Additional information will be needed to evaluate if Conditional Rezoning Standards #1 will be satisfactorily met.

VIII. NEXT STEPS

- Provide initial feedback on Conditional Rezoning application.
- Schedule a public hearing or second workshop.

IX. ATTACHMENTS

Attachments

1. Traffic Engineer Comments 6-14-2017
2. WCZ Purpose

Applicant's Submittal

- A. Cover
 - B. Cover Letter
 - C. Table of Contents
 - D. Application
 - E. Agent Authorization
 - F. Narratives
 - G. Right, Title, and Interest
 - H. Neighborhood Meeting Documentation
 - I. Updated materials 6-15-2017
- Plan 1. Survey
- Plan 2. Site Plan Main
- Plan 2. Site Plan Parking
- Plan 4 Architectural Perspective Rendering
- Plan 5 Architectural Aerial Rendering

Public Comment

- PC1. Lafavore 6-3-2017
- PC2. Scholl 6-7-2017
- PC3. Mattson 6-7-2017
- PC4. Fuller 6-14-2017

184 Commercial Street - Conditional Rezoning Traffic Comments

Tom Errico <thomas.errico@tylin.com>

Wed, Jun 14, 2017 at 1:45 PM

To: Christine Grimando <CDG@portlandmaine.gov>

Hi Christine – The following summarizes my initial Conditional Rezoning traffic comments for the above project as discussed at today's meeting.

- A trip generation analysis has not been provided. My expectation is that a Traffic Movement Permit would be required. A detailed traffic impact study will be required in conjunction with Site Plan permitting of the project. A key part of the traffic study will be evaluating traffic impacts at the Commercial Street/Dana Street/Chandler's Wharf intersection.
- During the review and permitting of the Union Wharf/Widgery Wharf project, it was recommended that vehicle connectivity between Widgery Wharf and Union Wharf be maintained or provided so vehicles can use the traffic signal at the Commercial Street/Union Street intersection. It may be beneficial if the subject project traffic were given the opportunity to access the traffic signal.
- The parking garage provides one entry lane and three exit lanes. The design of garage entry capacity should ensure that vehicle backups will not occur on Chandlers Wharf.
- Commercial Street is under Pavement Moratorium restriction status until 2021 and project impacts could results in associated fee requirements.
- The size of the parking garage appears to provide sufficient supply for both the proposed project needs and accommodating existing surface parking.
- A detailed construction management plan will be required during the permitting of the project.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

12 Northbrook Drive
Falmouth, ME 04105
[+1.207.781.4721](tel:+12077814721) main
[+1.207.347.4354](tel:+12073474354) direct
[+1.207.400.0719](tel:+12074000719) mobile
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thomas.errico@tylin.com
Visit us online at www.tylin.com
[Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Google+](#)

"One Vision, One Company"

Waterfront Central Zone Purpose Statement (Sec. 14-305)

The waterfront central zone was created to protect and nurture water-dependent and marine-related support uses so that they may grow and prosper in an environment and area dedicated to this purpose. The following priority of uses is recognized:

- a. The first priority of this zone is to protect and nurture existing and potential water-dependent uses in a setting that enforces their continued economic viability;
- b. The second priority is to encourage other marine and marine-related support uses so long as they do not interfere with water-dependent uses, either directly by displacement or indirectly by placing incompatible demands on the zone's infrastructure;
- c. Non-marine uses are encouraged provided that they do not interfere with and are not incompatible with first and second priority uses. Non-marine uses are beneficial to the waterfront economy because they provide the financial return to property owners necessary for the maintenance and improvement of the marine infrastructure.

Water-dependent and marine-related support uses by their nature have activities and operational needs that are unique to this area and are not shared by other commercial and industrial uses in the city. These first and second priority uses and related activities may result in noise, odor, dust, hours of operation, parking and traffic patterns and traffic control needs that are necessary for the convenient and successful conduct of such uses. Other uses may not be compatible with these types of effects. Other specified uses are permitted in the waterfront central zone, provided that they do not significantly interfere with the activities and operation of water-dependent and marine-related support uses. Such uses must be, and are assumed to be, aware of the impacts associated with marine uses and therefore must accept and be tolerant of them. Other specified uses in the zone shall accommodate to those patterns and needs of the higher priority uses so long as those higher priority uses are not detrimental to public health and safety and the higher priority activities are conducted in accordance with sound practices or practices customary in the trade.

Commercial Street is recognized as an important economic center for the city and region. Marine compatible uses are encouraged to locate and grow along Commercial Street while higher priority marine uses are protected on the waterfront.

Relationships.
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Results.



**Conditional Rezone
Application for
Fisherman's Wharf
Portland, Maine**

PREPARED FOR:
Fisherman's Wharf
Portland, LLC

March 2017

SUBMITTED BY:
Gorrill Palmer
707 Sable Oaks Drive
Suite 30
So. Portland, ME 04106
207.772.2515



707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

March 20, 2017

Barbara Barhydt
City of Portland
Planning and Urban Development Department
Fourth Floor, City Hall
389 Congress Street
Portland, ME 04101

Subject: Fisherman's Wharf Redevelopment (Chandler's Wharf)
Conditional Rezone Request

Dear Barbara:

On behalf of Fisherman's Wharf Portland, LLC, Gorrill Palmer is pleased to submit documents for a conditional rezone request to allow the following, as part of the proposed Fisherman's Wharf Redevelopment:

- Hotel Use
- Height variance to allow for a rooftop bar, on the 5th floor of the hotel building
- Setback variance to allow for the location of the hotel approximately 16' from the high tide line.
- Negotiation of the Marine Infrastructure Investment

Enclosed please find application, written narrative and plans describing the proposed redevelopment project. Figures 1A and 1B are maps showing the project location. A \$5,000 application fee (check #000001) made payable to the City of Portland from the Applicant was submitted. It is our understanding that the City of Portland will coordinate the necessary public notices and that the fee for public notices and other review services will be billed to the Applicant at a later date.

We look forward to discussing this project further. Should you have any questions or require additional information, please feel free to contact us.

Sincerely,

Gorrill Palmer

Alton Palmer, PE
Principal

Enc.

CC: Fisherman's Wharf Portland, LLC

AMP/cehU:\3244 Bateman Fisherman's Wharf\P Applications\Local\2 - Conditional Rezoning Application\0A_3-6-2017 Cover Letter Contract Rezone.doc



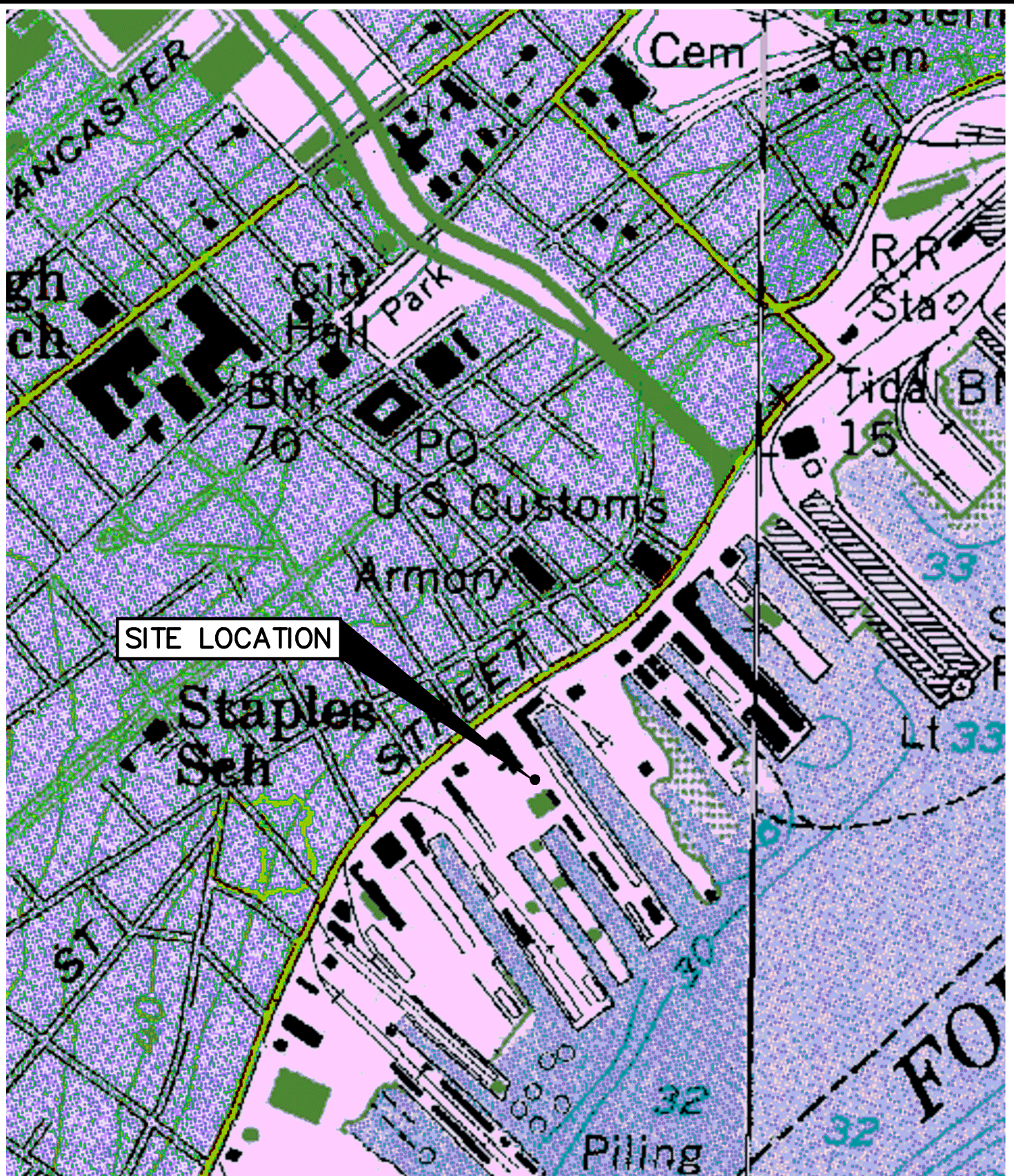
U.S.G.S. Location Map
 Fishermans Wharf Redevelopment - Portland, Maine
 U.S.G.S. Portland East/West, Maine -7.5 Minute Series (Topographic)

Design: BMG	Date: MARCH 2017
Draft: CG	Job No.: 3244
Checked: LSA	Scale: None
File Name: 3244-LOCATION.dwg	



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Figure
1A



U.S.G.S. Location Map
 Fishermans Wharf Redevelopment - Portland, Maine
 U.S.G.S. Portland East/West, Maine -7.5 Minute Series (Topographic)

Design: BMG	Date: MARCH 2017
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Figure
1B



TABLE OF CONTENTS

Section	Location
Application Form	Section 1
Agent Authorization	Section 2
Project Narrative	Section 3
Title, Right and Interest	Section 4
Site Plans	Attachment A
Renderings	Attachment B



Section I Application



Zoning Map, Text Amendment, Contract or Conditional Rezoning Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the review of requests for zoning map amendments, zoning text amendments and contract or conditional re-zoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Zone Change.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division

Fourth Floor, City Hall

389 Congress Street

(207) 874-8719

planning@portlandmaine.gov

Office Hours

Monday thru Friday

8:00 a.m. – 4:30 p.m.

I. Project Information (Please enter n/a on those fields that are not applicable)

Project Name:	FISHERMAN'S WHARF REDEVELOPMENT
Proposed Development Address:	184 COMMERCIAL STREET
Project Description:	REDEVELOPMENT OF EXISTING PARKING LOT, see attached Cover Letter
Chart/Block/Lot:	31 J 31
Right, Title or Interest: SEE SECTION 4	
Existing Use: EXISTING PARKING LOT, RESTAURANT, MISC. MARINE USES	
Current Zoning Designation: NMUOZ (NON-MARINE USE OVERLAY ZONE) OF THE WCZ (WATERFRONT CENTRAL ZONE)	
Proposed Use of the Property: MIXED-USE DEVELOPMENT CONSISTING OF WATER TAXI DISPATCH CENTER, OFFICE SPACE, RETAIL SPACE, RESTAURANT, HOTEL AND PARKING STRUCTURE.	
Vicinity Map: SEE ATTACHED FIGURES 1A AND 1B	
Site Plan <i>(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)</i>	

II. Contact Information (Please enter n/a on those fields that are not applicable)**APPLICANT**

Name:	David Bateman
Business Name:	Fisherman's Wharf Portland, LLC
Address:	470 Fore Street, Suite 400
City/State:	Portland, ME
Zip Code:	04101
Work #:	207-772-2992
Home #:	
Cell #:	
Fax #:	
E-mail:	david@batemanpartnersllc.com

OWNER

Name:	GEF, LLC
Address:	P.O. Box 2808
City/State:	South Portland, Maine
Zip Code:	04106
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

AGENT/REPRESENTATIVE

Name:	Al Palmer, Gorrill Palmer
Address:	707 Sable Oaks Drive, Suite 30
City/State:	South Portland, Maine
Zip Code:	04106
Work #:	(207) 772-2515
Home #:	
Cell #:	(207) 415-5903
Fax #:	(207) 772-2520
E-mail:	apalmer@gorrillpalmer.com

BILLING (to whom invoices will be forwarded to)

Name:	David Bateman, Fisherman's Wharf Portland, LLC
Address:	470 Fore Street, Suite 400
City/State:	Portland, ME
Zip Code:	04101
Work #:	207-772-2992
Home #:	
Cell #:	
Fax #:	
E-mail:	david@batemanpartnersllc.com

ENGINEER

Name:	Al Palmer, Gorrill Palmer
Address:	707 Sable Oaks Drive, Suite 30
City/State:	South Portland, Maine
Zip Code:	04106
Work #:	(207) 772-2515
Home #:	
Cell #:	(207) 415-5903
Fax #:	(207) 772-2520
E-mail:	apalmer@gorrillpalmer.com

SURVEYOR

Name:	John Swan, Owen Haskell, Inc.
Address:	290 US Route 1 - Unit 10
City/State:	Falmouth, ME
Zip Code:	04105
Work #:	207-774-0724
Home #:	
Cell #:	
Fax #:	
E-mail:	jswan@owenhaskell.com

ARCHITECT

Name:	David Lloyd, Archetype
Address:	48 Union Wharf
City/State:	Portland / Maine
Zip Code:	04101
Work #:	(207) 772-6022
Home #:	
Cell #:	(207) 831-8627
Fax #:	
E-mail:	lloyd@archetypepa.com

ATTORNEY

Name:	
Address:	
City/State:	
Zip Code:	
Work #:	
Home #:	
Cell #:	
Fax #:	
E-mail:	

DESIGNATED PERSON(S) FOR UPLOADING INTO e-PLAN

Name:	Lucas Anthony
E-mail:	lanthony@gorrillpalmer.com
Name:	Christi Holmes
E-mail:	cholmes@gorrillpalmer.com
Name:	
E-mail:	

III. APPLICATION FEES (check applicable review)

	Zoning Map Amendment from () zone to () zone	\$3,000.00
	Zoning Text Amendment 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 (example).	\$3,000.00
	Combination Zoning Text Amendment and Zoning Map Amendment	\$4,000.00
	Conditional or Contract Zone <i>(A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurance 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, Section 14-60-62.)</i>	\$5,000.00

IV. FEES ASSESSED AND INVOICED SEPARATELY

- Notices to abutters (receipt of application, workshop and public hearing meetings) (\$.75 each)
- Legal Ad in the Newspaper (% of total ad)
- Planning Review (\$50.00 hour)
- Legal Review (\$75.00 hour)
- Third Party Review (all outside reviews or analysis, eg. Traffic/Peer Engineer, are the responsibility of the applicant and will be assessed and billed separately)

V. SUBMITTING YOUR APPLICATION IN ELECTRONIC FORMAT

Welcome to the Planning & Urban Development's new Electronic Plan Review Process. Below you will find the steps along with tips and guides to help you through uploading and viewing your project electronically during the review process.

All of the following applications shall be submitted electronically to planning@portlandmaine.gov by following the steps below:

Level 1 Site Alteration, Level 2 Site Plan, Level 3 Site Plan, Level 3 Subdivision, Administrative Authorization, Conditional Use, Inclusionary Zoning and Contract/Rezoning Applications.

1. Fill out the application completely and e-mail the **application only** to planning@portlandmaine.gov (Please be sure to designate a person who will be responsible for uploading documents and drawings.) This step will generate the project ID number for your project.
2. An invoice for the application fee will be e-mailed to you. Payments can be made on-line at [Pay Your Invoice](#), by mail (Planning Division, 389 Congress Street, Portland, ME 04102) or in person at City Hall, 4th Floor. Please reference the Application Number when submitting your payment which is located in the upper left hand corner of the invoice.
3. The designated person responsible for uploading documents and drawings will receive an email from epplan@portlandmaine.gov with an invitation into the project. At this time, you will upload all corresponding documents and plans into the project. For first time users you will receive a temporary password which you must change on entry. Make note of your username and password for any future projects.
4. Follow the link below (Applying Online) for step by step instructions on how to do the following:
 - Prepare drawings, documents and photos for uploading;
 - Getting started in e-Plan;
 - Prepare **revised** drawings and documents for uploading.

[Applying Online](#)

Reminder: Before the project can move forward, the application fee shall be paid in full and all required documents and drawings shall be uploaded into e-plan correctly.

5. As the process evolves you will be able to log in and see markups, comments and upload revisions as requested into these folders.

VI. APPLICANT SIGNATURE

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.

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 III 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:	3/17/17



Section 2

Agent Authorization

February 28, 2017

Barbara Barhydt
Department of Planning and Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

Re: **Agent Authorization**
Fisherman's Wharf Redevelopment (Chandlers Wharf)
Portland, Maine

Dear Barbara:

Bateman Partners, LLC ("Bateman") is in the process of re-developing a site (the "Site") in the state of Maine, Cumberland County, located at Chandlers Wharf in Portland. On behalf of Bateman, I hereby authorize Gorrill Palmer, (the "Engineer") to act as agent for the purpose of obtaining permits and approvals related to the development of the Site.

In such capacity, the Engineer's authority is expressly limited to signing and delivering applications for permits and approvals that are related to the development of the Site, advancing nominal funds as are required to file such applications and to representation at meetings and hearings for the applications. The Engineer is not authorized to negotiate on Bateman's behalf or to bind or obligate Bateman in any manner whatsoever, including without limitation accruing any obligations on Bateman's behalf to pay for or construct improvements without additional authorization in writing.

This authorization is effective as of the date of this correspondence, and will remain valid until revoked in writing.

If you have any questions or if I can be of any further assistance, please contact me at (207) 772-2992.

Very truly yours,

BATEMAN PARTNERS, LLC

Nathan Bateman

It's:



Bateman Investments, LLC
470 Fore Street, Suite 400
Portland, ME 04101

3/21/17

Fshermans Wharf Portland, LLC
470 Fore Street, Suite 400
Portland, ME 04101\

RE: Assignment of Option to Lease Agreement

Per this letter Bateman Investments, LLC has agreed to assign its Option to lease Agreement between GEF, LLC and Bateman Investments, LLC to Fishermans Wharf Portland, LLC. The terms of the assignment are on file with Bateman Investments, LLC.

Signed

A handwritten signature in blue ink, appearing to be 'Nathan Bateman', with a long horizontal flourish extending to the right.

Nathan Bateman
Manager
Bateman Investments, LLC.



Section 3

Project Narratives



3. NARRATIVE PROJECT DESCRIPTION AND COMPATIBILITY ANALYSIS

3.1 INTRODUCTION

The redevelopment of Fisherman's Wharf, a precedent setting project, in keeping with the intent of the Non-Marine Use Overlay Zone envisions a vibrant development that maintains and enhances the property's connection to the waterfront. As shown on the attached site plans and renderings, the project concept consists of a multi-phase, mixed-use development with office, retail, parking, restaurant, hotel and marine related uses.

The following items are being requested by approval of a Conditional Rezoning:

- Approval for a 93-room hotel as part of the project;
- Approval for a 5th floor that would allow for a proposed rooftop bar area associated with the hotel/restaurant;
- Reduction of the required 25-foot setback from the average high-tide line to 16 feet for the side of the hotel/restaurant facing the waterfront;
- Negotiation of the terms and conditions of the Marine Infrastructure Investment.

The proposed mixed-use development, further described below, involves a number of different, yet complimentary uses. The most important of these uses, from a revenue generating standpoint, is the hotel use. Without it, the project would not be commercially viable at this location. The hotel use, while significant from a revenue perspective, also serves a key role as a primary attraction to the site. A hotel on the south side of Commercial Street is unique in Portland and will give guests a chance to experience the Portland Waterfront in a way no other hotel can. The unique opportunity is expected to benefit the existing businesses in the area by bringing visitors that might otherwise stay elsewhere. In particular, those existing uses that provide water-taxi service and tours of Casco Bay will benefit by being highly visible to the hotel guests via the proposed Casco Bay Dispatch Center and proposed public gathering space. The Dispatch Center, as described later in this document, will provide a centralized location for water-dependent transportation businesses to establish their ticket counters. In addition, their patrons will be able to take advantage of the waiting and bathroom facilities within the Dispatch Center that are currently not available in this area.

3.2 PROJECT DESCRIPTION AND BACKGROUND

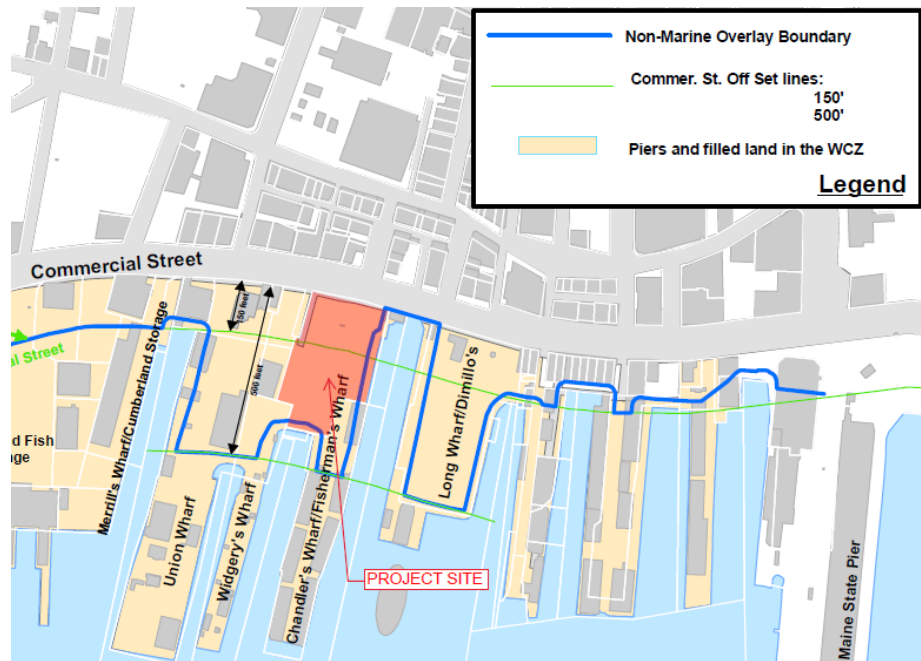
Existing Conditions

The proposed rezoning area includes two parcels identified as Lots 30 and 31 on Map 31 of the City of Portland Tax Maps. The parcels are owned by GEF, LLC (the "Owner") and are subject to a lease agreement with Fisherman's Wharf Portland, LLC (the "Applicant"). The lease agreement between the Owner and Applicant is attached to this application. The property is subject to a 35' wide Right-of-Way for the benefit of the Chandler's Wharf Condominium and Marina, which will need to be modified and recorded as part of this project.



The property is located in the Waterfront Central Zone. A preliminary boundary survey is attached. As shown on the survey, and the excerpt below from the Waterfront Central Zone Map prepared by the Portland Planning Division, dated November 2010, the property appears to lie within the Non-Marine Use Overlay Zone.

The approximately 1.9-acre property is used primarily for parking and is commonly referred to as the “Fisherman’s Wharf Parking Facility”. The existing surface parking lot contains approximately 261 spaces, all of which are paid parking, typically on a monthly or hourly basis. The property also contains the Portland Lobster Company Restaurant and a number of marine users including



Portland Harbor Fleet and Portland Discovery Land and Sea Tours. The site is bounded by Commercial Street, Long Wharf (Dimillo's) and Widgery Wharf. The portion of the property adjacent to the water (east side) contains a permanent wooden deck that projects over an existing sea-wall. This is used for outdoor seating for the Portland Lobster Company and storage for the marine users. In front of the sea wall is a floating wharf which is utilized by existing marine uses. The floating wharf is proposed for improvement as part of this project.

Proposed Mixed-Use Development

The proposed redevelopment features a vibrant mixed-use development that maintains and enhances the property's connection to the waterfront. In its current state as a parking lot, the property is underutilized, and out of character especially when considered relative to its prominent location on Commercial Street. As shown on the attached site plans and renderings, multiple uses are envisioned for the two-phase redevelopment plan of Fisherman's Wharf. The proposed first phase of development currently envisions the following uses:

- Retail/Office (fronting on Commercial Street)
 - Level 1: 4,250 s.f. of retail
 - Levels 2-4: 14,805 s.f. of office
- Parking Garage (behind Retail/Office Building):
 - Level 1: 3,375 s.f. of retail
 - Levels 1-4: 501 space parking structure
- Hotel Building
 - Level 1: 3,300 s.f. Casco Bay Dispatch Center



- o Level 1: 4,370 s.f. of restaurant
- o Level 1: 4,250 s.f. hotel lobby
- o Levels 2-4: 93-room hotel

The second phase of the project will consist of the following:

- Restaurant/Office (south side the Parking Garage)
 - o Level 1: 5,200s.f. of restaurant
 - o Levels 2-4: 15,600 s.f. of office

As part of the project, the Applicant proposes to construct a public open space where the Portland Lobster Company is currently located. This public area will extend to the edge of the permanent wooden deck that runs in front of the hotel/restaurant. This deck will be reconstructed and rebuilt within the same footprint. The existing floating wharf in front of the renovated deck will be improved to enhance the functionality. These improvements will make significant improvements to the public's view and access to the waterfront and to the access and operation of the existing water-dependent uses.

Parking

As noted above, the property is currently used mainly as a surface parking lot, with approximately 261 spaces which are mostly leased on a monthly basis. The parking lot also provides short term parking on an hourly basis. The mix of long/short term parking varies but based on information



from the operators is skewed more to monthly parking use. The proposed parking garage will provide metered and hourly parking to replace the existing 261 spaces will also provide an adequate amount of parking spaces to support the existing marine uses and proposed mixed-use development.

PARKING SUMMARY – PHASE I & 2			
USE	AREA / INTENSITY	RATE USED	# OF SPACES
Existing Parking (Including Marine-related)	n/a	n/a	261
Prop. Retail	7,625 s.f.	1/200 (after 2000 s.f.)	28
Prop. Restaurant	9,570 s.f.	1 / 150 s.f.	64
Prop. Office	30,405 s.f.	1 / 400 s.f.	38
Prop. Hotel	93 rooms	1 / room	93
Prop. Dispatch Center	3,300 s.f.	1 / 200 sf	17
		TOTAL REQUIRED	501
		TOTAL PROVIDED	501

In the Parking Summary above, the 261 spaces that currently exist as surface parking at the site will be replaced within the proposed parking garage. By utilizing reasonable, experience based rates for the



proposed uses, the 501 parking spaces on site will provide an adequate amount to serve the development as well.

3.3 COMPLIANCE WITH THE COMPREHENSIVE PLAN (2002 VERSION, UPDATED 2005)

The current Comprehensive Plan (and Code Section 14-305) states that:

“The waterfront central zone was created to protect and nurture water-dependent and marine-related support uses so that they may grow and prosper in an environment and area dedicated to this purpose.”

As noted previously, the property has an underlying zoning of Waterfront Central (WCZ) and is within the Non-Marine Use Overlay Zone (NMUOZ). The NMUOZ is defined by the City of Portland Code as follows:

“The non-marine use overlay zone (NMUOZ) is a portion of the waterfront central zone, as described below, where new and existing development may be occupied with 100% non-marine use tenants listed under 14-307(b), subject to the standards and use limitations provided in section 14-311(b).”

With the exception of the hotel use, all of the proposed uses are allowed under Section 14-307(b)-Permitted Uses. Based on Section 14-311(c) the hotel use, construction of a fifth floor (rooftop bar area), reduction of the 25' setback from the average high tide line (per 14-306), and negotiation of the Marine Infrastructure Investment are conditions particular to the development that will need to be considered under the City's Conditional Rezoning requirements.

The requirements for Conditional Rezoning have been shown below in *ITALICS* followed by a response in **BOLD** indicating how the project proposes to comply with the particular section.

“Contract or conditional rezoning standards: Applications for proposals deviating from any dimensional requirements under section 14-310 and/or including uses not listed under sections 14-307 and 14-308 may only be considered if the reviewing body finds the applicant has met the performance standards listed under 14-311(d) and the following standards:

1. Conditional or contract rezoning located outside of the NMUOZ: The ground level floor area of any building, existing or proposed, on the subject lot and the un-built area of the subject lot and the un-built area of the subject lot shall be subject to and meet the requirements of section 14-311(a) of this code.

Response: Project is not located outside the NMUOZ.

2. Conditional or contract rezoning located within the NMUOZ: Conditional or contract rezoning applications located within the NMUOZ are subject to the provisions of 14-311(b)(3) (Investment in marine infrastructure).



Response: Section 14-311(b)(3) is addressed separately below.

3. *Residential dwellings are prohibited.*

Response: No residential dwellings are proposed.

4. *The development is consistent with the comprehensive plan and without the development the site could not otherwise support an economically viable water-dependent use.*

Response: The existing Comprehensive Plan does not specifically speak to the NMUOZ as it was adopted in 2011. However, the section of the Comprehensive Plan that discusses the WCZ does speak to the non-marine uses as beneficial to the waterfront economy. While it is clear that the WCZ is intended to place a priority on marine and/or water dependent uses, it is also clear that the NMUOZ was adopted to address the need for non-marine uses on properties such as this. As such, the Applicant is of the opinion that a mixed-use project is in keeping with the intent of the NMUOZ by providing additional revenue streams that will assist in the maintenance and improvement of the pier infrastructure. Further, the restaurant, retail space, and hotel are compatible, complimentary and supportive of the existing water-dependent businesses on the site and the proposed Casco Bay Dispatch Center. While a hotel use south of Commercial Street is unique, it should not be considered incompatible with the surroundings, a further discussion of compatibility is provided below. The marine uses located between Chandler's and Long Wharf (DiMillo's) are more tourism related and the proposed restaurant/retail/hotel uses would be in harmony with those businesses.

5. *Any physical or legal impediments which preclude or impede functional access from the site of the development to any portion of the water's edge are not the result of action taken by the current owner, the applicant for rezoning, or any prior owner after January 4, 1993.*

Response: No physical or legal impediments are currently known or proposed that would impede access to the water's edge. Access to the waterfront will be maintained and improved for existing and future marine uses as part of this project.

6. *The project's public benefits outweigh its potential negative impacts, taking into consideration as public benefits: protection of existing water-dependent uses, preservation of future water-dependent use development opportunities, contribution to the development of and/or on-going maintenance of the marine infrastructure for commercial vessels, and visual and physical access to the waterfront for the general public.*

Response: As a whole, the mixed-use project will provide revenues to the property owner that can be used for development and maintenance of the marine infrastructure. The removal of the existing Portland Lobster Company Buildings will allow creation of a public space and pedestrian walkway that will provide more opportunity for water views. Visual and physical access for the public is expected to be positively enhanced by the project. In addition, the new hotel, restaurant and rooftop uses will provide for



enhanced public views of the working waterfront. The proposed Casco Bay Dispatch Center will help to provide more orderly and convenient ticketing and waiting areas for customers of the Dispatch businesses.

A direct public benefit of the Dispatch Center and expanded public area will be mitigation of the current lack of waiting and bathroom facilities for the marine businesses. Currently, passengers who are waiting for tour boats congregate on the surrounding sidewalks along Commercial Street. At peak times, the sidewalks can become clogged and unusable to other pedestrians forcing them into Commercial Street. This project is anticipated to alleviate that; the Dispatch Center will have an indoor waiting area and the removal of the Portland Lobster Company will increase public space in the vicinity. In addition, this area has no public bathrooms nearby, which has necessitated the use of portable toilets during peak times. The Dispatch Center will have bathroom facilities for the use of customers, removing the need for portable toilets.

The Dispatch Center, in the Applicant's opinion, helps to provide enhanced opportunity to explore Casco Bay and the islands. Specifically, the Dispatch Center will serve as an additional point of access for the public and will help to provide options for transport to and front the island communities. The amenities available in the Dispatch Center will provide a convenient and comfortable location for the public seeking different opportunities on the water.

The investment in redevelopment of the property will also provide increased tax revenues in the form of local property taxes along with state income and sales tax. The new and expanded uses proposed will spur job creation and also provide the opportunity for new business creation in the Dispatch Center, retail and office spaces. The convenient location of the property and desirability of the Old Port are key factors to the redevelopment of this property.

7. The development responds to any unique physical conditions and development opportunities along the shoreline in a manner that is consistent with section 14-305 (purpose).

Response: Section 14-305 is specific to the WCZ, not necessarily the NMUOZ. However, it should be noted that the development plans (see Site Plan and Renderings) have attempted to preserve and enhance access to the water for the existing and future marine related uses. A more detailed description of the proposed marine infrastructure improvements and Casco Bay Dispatch Center are outlined in other sections of this document.

8. The non-marine portion of the proposed development will not adversely affect the efficient operation of marine uses, such as producing less efficient traffic, parking or circulation patterns. Parking for the nonmarine portion of the proposed development shall be subject to review under section 14-311(d)(8).

Response: Assuming the hotel use is approved, the Applicant would then pursue Site Plan approval from the City for the overall development. During that process, the conceptual plan would be refined to address operational needs of the existing marine



uses. A concept plan is provided with this application that depicts the proposed site layout.

9. The rezoning contains adequate provisions and/or conditions to ensure that any associated water-dependent infrastructure remains occupied by any commercial marine use as listed in 14-307(a) and that said use is not abandoned after the project is developed.

Response: By proposing the Casco Bay Dispatch Center, the Applicant is providing a new facility for the existing water-dependent businesses in the area. The existing businesses consist mainly of tour boat operators who currently have only small kiosk buildings or ticket booths. The Dispatch Center is intended to consolidate these users (and attract new users) into a common location while providing a waiting area and bathroom facilities for customers. In addition, the pier infrastructure will be improved for the users by providing new permanent decking to improve the existing floating wharf and other related improvements.

Section 14-311(b)(3) provides the following Marine Investment performance standards to be met for the Conditional Rezoning:

3. Investment in marine infrastructure: All applicants for site plan review or a change of use permit for non-marine development in the NMUOZ are required to invest in marine infrastructure as a condition of development, provided that the total project costs exceed \$250,000. The value of the investment shall be not less than five percent (5%) of total project costs over \$250,000 for constructing non-marine space and associated site improvements in the NMUOZ.

Required investment may occur by one or both the following methods:

a. Direct investment in marine infrastructure located on the same lot: Investment shall be for the benefit of marine uses listed in 14-307(a) within the same lot as the proposed non-marine development. Investment may include dredging pile replacement, new or replaced structural decking (but not pavement resurfacing), new or replaced fendering systems, new or replaced floats, pier expansions, permanent conversions of recreational berthing to commercial berthing, bulkhead or seawall repair or improvements, or any combination of similar improvements. Plans for the marine infrastructure investment shall be submitted to the planning authority with the application for site plan review or change of use permit and shall include details and a commitment as to how the marine infrastructure will be utilized by marine users. The marine infrastructure improvements shall be completed prior to the issuance of a certificate of occupancy for the non-marine development project.

Response: Given the scope and scale of the project the Applicant desires to negotiate the interpretation of what constitutes a direct marine investment. The proposed project includes a number of improvements to the existing marine infrastructure. Detailed plans for these improvements, as required by this section, will be submitted with the application for site plan review. At this time, the improvements are generally expected to consist of the following: demolition of the existing waterfront buildings, as-needed repair of the existing sea-wall, removal of the existing wooden decking, installation of



new wooden decking, improvement of the existing floating wharf and gangway, construction and installation of site amenities and furniture within the public viewing area and construction of the marine-use parking and storage areas within the proposed parking garage. The expected cost of these improvements is not known, but will be further detailed at the time of application for site plan review. These investments in the pier infrastructure are in keeping with the goals of the NMUOZ.

b. Financial contribution: If direct investment in marine infrastructure is not made, the developer shall make a financial contribution to the city's waterfront loan and investment fund.

Response: As noted above, the Applicant is proposing significant investment in marine infrastructure which will provide direct benefits to the existing and future water-dependent businesses. Given the scope and scale of the project, the Applicant desires to negotiate the interpretation of what constitutes a direct marine investment.

Section 14-311(d) provides the following performance standards to be met for the Conditional Rezoning:

14-311(d) Performance standards: All uses in the waterfront central zone shall comply with the following standards. Standards 8, 10, 13, 14, 15, 16 and 17 shall be reviewed by the Planning Authority.

8. Off-street parking and loading: Division 20 (off-street parking) and division 21 (off-street loading) of this article shall not apply. The planning authority shall review applications for non-marine use parking against the following standards:

a. Applicants for non-marine parking in the waterfront central zone shall submit a parking and traffic circulation plan showing the location of all existing and proposed structures, travel ways and parking on the subject lot.

Response: A site plan is included with this submittal showing the proposed parking and circulation layout.

b. Outside of the NMUOZ, non-marine use parking is subject to the limitations described in 14-311(a) ("55% rule").

Response: Not applicable, property is within the NMUOZ.

c. Non-marine use parking shall only be located on a lot where, based on the parking and traffic circulation plan and a parking analysis to be submitted for planning authority review, the marine use parking supply is reasonably sufficient to serve marine use space located on the subject lot.

Response: As noted earlier in this document, the existing volume of surface parking, which includes marine-use parking has been replaced within the proposed parking garage.

d. Water-dependent use parking spaces shall be located as close as reasonably possible to associated vessels and/or ground floor lease areas.



Response: As depicted on the attached site plan, the Applicant intends to designate a portion of the ground floor parking garage to marine users.

10. Lighting: All lighting on the site shall be shielded such that direct light sources shall not unreasonably interfere with vessels transiting the harbor nor have an unreasonable adverse impact on adjacent residential zones.

Response: At this time, a lighting and photometrics plan for the project has not been prepared. During site plan review, the Applicant will work with the City to create a lighting plan that complies with code requirements and does not unreasonably interfere with vessels transiting the harbor, or adversely impact adjacent residential zones.

13. Urban design: Construction of new structures located within thirty-five (35) feet of the southerly edge of Commercial Street between Maine Wharf and the easterly property line of the city fish pier shall conform to the guidelines set forth in the downtown urban design guidelines, unless such structures are also located within one-hundred (100) feet of the water. Such structures that are also located within one-hundred (100) feet of the water shall conform to the extent practicable to the downtown urban design guidelines.

Response: The proposed buildings will be designed to conform to the urban design guidelines.

14. Pier and wharf expansions: In addition to meeting Harbor Commission and Coast Guard requirements for navigation, any expansion or extension of a pier and or wharf in the waterfront central zone shall demonstrate its compatibility with fixed route ferry service and emergency vessel operations.

Response: No expansion to the existing pier or wharf is proposed, however the existing decking on the pier is proposed to be replaced. If required, the Applicant will seek approval for the replacement from the appropriate agencies having jurisdiction.

15. Compatibility of non-marine uses with marine uses: Non-marine uses, structures and activities, including but not limited to access, circulation, parking, dumpsters, exterior storage and loading facilities or other structures shall neither interfere with the existence or operation of marine uses nor impede access to vessel berthing or other access to the water by existing or potential marine uses. Siting of a use not set forth in section 14-307(a) shall not substantially reduce or inhibit existing public access to marine or tidal waters.

Response: The proposed development is intended to improve access to the waterfront for both marine uses, as well as the public. The proposed marine infrastructure improvements, and Dispatch Center will provide opportunity for the existing businesses to provide an increased level of service and comfort. The public will gain improved passive and active use of the water from the hotel and restaurant uses, and increased accessibility to boat tours and water taxis. In addition, the public view of the waterfront will be improved by the addition of a public area where the existing buildings currently stand.



Part of this request for Conditional Rezoning is the request for a rooftop bar above the 4th floor of the proposed hotel. The rooftop bar would constitute a 5th floor which is currently not permitted under the NMUOZ standards. The rooftop bar is a new and unique offering to the Old Port and given the location and elevation will provide views to the public not available elsewhere.

16. Functional utility of piers and access to the water's edge: All new development, whether for marine or non-marine uses, should anticipate current and future functional and operational needs of water-dependent pier tenants to access the water's edge for the transfer of goods and materials between berthed vessels and land bound vehicles, and shall demonstrate adherence to the following provisions:

- a. Provisions for the storage and movement of goods and materials must be designed into all waterside development and internal circulation routes must be maintained or otherwise provided as an element of any development. The siting, design, and circulation of non-marine uses, particularly those allowed on first floors, shall adjust if needed to accommodate reasonable access for pedestrians, vehicles, and freight transfer to and from berthed vessels.*

Response: As described elsewhere in this document and on the plans included with this application, the Applicant is proposing to reconstruct and maintain significant portions of the marine infrastructure. Part of the reconstruction includes removal of the existing buildings and storage structures located along the waterfront of the property. The wooden decking will be replaced along with the proposed improvements to the existing floating wharf. The intent is to provide a more direct and less obstructed route from the land to the waterfront. Currently, access to the wharf is obstructed with buildings, fences, etc. and is generally difficult to access. The proposed plan will provide for more efficient ingress/egress for the marine users by removing obstructions and providing passengers new waiting locations.

This Conditional Rezoning seeks approval for the proposed restaurant/dispatch/hotel building to be located approximately 16 feet from the average high-tide line, which is less than the code required 25 feet. Currently the width of the deck available to the marine users varies from approximately 12 to 18 feet. As noted on the plans, the existing and proposed deck extends past the seawall (which constitutes the average high tide line) by approximately 14 feet. The overhang of 14 feet, plus 16 feet of decking from the hotel to sea wall provides an effective setback of 30 feet which exceeds the intent code. This represents an improvement over the existing 12-18 feet in that area.

Within the proposed parking garage, an area on the first floor will be designated for marine-use storage within a fenced area accessible by a loading/unloading area.

- b. Any development that proposes to site a building within ten (10) feet of a pier edge (thus precluding vehicle use of the pier edge) should provide openings and*



circulation through or around the building to allow the transfer of goods and materials to trucks and circulation routes within the interior of the pier.

Response: The proposed buildings are not within ten feet of a pier edge. As noted in the response above, access and circulation at the edge of the pier will be improved due to an increase in available space.

- c. *With the exception of non-commercial berthing allowed under section 14-307(a)(20), there is to be no other non-commercial berthing.*

Response: No non-commercial berthing is proposed.

- d. *Except for common circulation drives as defined in 14-306, access ways, parking and loading areas designated for marine uses shall be exclusively for marine uses and shall not be shared with non-marine uses.*

Response: Designated parking spaces within the proposed garage have been provided for marine uses. The spaces will be located on the ground floor and in close proximity to the entry/exit and storage areas to allow for easy access and proximity to the waterfront.

17. *Public view protection: Any new development in the waterfront central zone shall perform a public view impact analysis for review and approval by the planning board or planning authority as a condition of site plan approval. The analysis shall: (a) demonstrate the project's adherence to the Portland View Corridor Protection Plan (City of Portland Comprehensive Plan, 2002) to the extent practicable; and (b) promote the public's visual access to the water through sensitive building placement. The planning board or planning authority shall find at a minimum that the proposed development (a) retains street corridor views as extended across Commercial Street from the Portland peninsula; (b) retains panoramic views of the water from Commercial Street to the extent practicable; and (c) where loss of existing public views to the water is shown to be necessary for the reasonable development of the site, the developer provides alternative public views to the water through newly established view corridors or publicly accessible pedestrian ways. Such pedestrian ways shall not interfere with existing or potential water-dependent uses, nor shall they endanger the public through uncontrolled proximity to industrial activity.*

Response: A public view analysis will be submitted with the application for site plan approval.

3.4 COMPLIANCE WITH THE FUTURE COMPREHENSIVE PLAN (DRAFT VERSION OF PORTLAND PLAN 2030 DATED 2/10/2017)

Although not yet adopted, it is appropriate to examine some sections of the draft Comprehensive Plan update entitled, "Portland's Plan 2030" as they relate to the proposed project. Specifically, the "Waterfront" portion of the Comprehensive Plan and its related Appendices are referenced below as they relate to the project.



According to the proposed 2017 Comprehensive Plan Appendices (page 159), the goal for the Waterfront Central Zone is to,

“... achieve a balance where non-marine economic development benefits the piers, Commercial Street, the waterfront, and the City by sustaining marine infrastructure, protecting opportunity for commercial marine activity and promoting appropriate access by the public to views and activities in Portland Harbor. The Waterfront Central Zone (WCZ) was created to protect and nurture water-dependent and marine-related support uses. The policy framework is designed first to protect and nurture existing and potential water-dependent uses, and secondly to encourage other marine-related uses. Compatible non-marine uses are encouraged in the zone, and considered beneficial to the overall waterfront economy, provided they do not interfere with water-dependent and marine-related uses.”

The Comprehensive Plan goes on to describe how the NMUOZ was created in 2010 as an amendment to the WCZ zoning code as requested by 12 property owners who asked that the City consider relaxing some of the current zoning protections to allow more diverse uses and thus increase economic activity and revenue. The amendments were intended to allow pier owners to generate more revenue, which supports repair and improvements to pier infrastructure.

It should be noted that the NMUOZ is specific to a relatively small area within the WCZ, and its intent is to encourage non-marine development on these properties. As can be seen on the NMUOZ Map on page 2 of this narrative, the boundary is clearly delineated to include areas that are currently occupied by surface parking. Although parking is valuable in the Old Port and Waterfront area, surface parking is clearly not the highest and best use of the property. This fact is noted by the City in the text of the 2010 NMUOZ Amendment:

“Larger parking lots occupy over 400,000 square feet of space with over 1300 parking spaces— many of which serve non-marine use in other zones. These vast spaces do not represent the highest or best use of this land.”

And from the WCZ Policy Statement:

“Surface parking occupies large areas of un-built space in the zone and has a significant negative visual impact on Commercial Street; these areas provide redevelopment opportunities with no displacement of water-dependent commercial activity”

As it currently exists, the property functions primarily as a parking lot and affords no scenic views to the public from street level. Nor does the current use provide significant support for the marine related industry and businesses that rely on the waterfront. Additionally, the property as it currently exists provides little economic benefit to the City. The use as a parking lot provides minimal opportunity for employment and compared to the proposed project, provides significantly less tax revenue. The City itself, in discussing the history of adaptive reuse in the 2010 NMUOZ amendment stated:

“Without question, and unfortunately for all, the largest redevelopment strategy taken by the majority of piers under past zoning has been to remove buildings and build surface parking.”

The proposed mixed-use project is in keeping with the goals envisioned for the NMUOZ and the Waterfront in general by encouraging non-marine uses that will be beneficial to the overall waterfront



economy. While this application is being submitted to address the hotel use and other code items, the project itself represents a significant improvement to the property. The mixed-use project is in keeping with the spirit of the NMUOZ which seeks to allow more diverse uses while providing owners with additional streams of revenue which support pier infrastructure maintenance and improvement.

The project directly addresses the goal to repair and make improvements to pier infrastructure. Specifically, the existing permanent wooden deck will be rebuilt and expanded as part of this project, a cost that will be borne by the Applicant. As noted in other sections of this narrative, the existing floating wharves will remain and direct access to them will be improved by removal of existing barriers (namely the Portland Lobster Company building).

This mixed-use redevelopment project when considered as a whole, is in basic harmony with the draft Comprehensive Plan and the intent of the NMUOZ, by combining marine and non-marine uses. The majority of this project complies with the intent of the NMUOZ.

3.5 COMPATIBILITY WITH SURROUNDING NEIGHBORHOOD

As noted above, the development of the NMUOZ was initiated by property owners within the general area who were subject to the WCZ zoning. These property owners were of the opinion that the WCZ zoning was too restrictive and sought relaxation from the standards to allow, among other things more non-marine uses. The planning process administered by the City resulted in the current NMUOZ and its standards which allow for a wider range of non-marine uses than the underlying WCZ zoning.

Recognizing that this is a precedent setting project, the Applicant has proactively sought input from a number of the adjacent property owners and the Waterfront Alliance in order to identify the needs and challenges of the area. The Applicant has developed a plan that, in their opinion, has attempted to address the ideas raised at these meetings.

The surrounding area contains a wide variety of both marine and non-marine uses. While there are not currently any hotel uses south of Commercial Street, this application seeks to show that such a use is not incompatible at this particular location given the nature of the surrounding marine uses. The marine / water-dependent uses that currently occupy the waterfront between Chandler's Wharf and Long Wharf (DiMillo's) would not be considered "heavy" marine uses. Instead, the majority of marine uses in this area consist of businesses similar to Portland Harbor Fleet, Portland Discovery Land and Sea Tours, DiMillo's Marina, and the private docking for Chandler's Wharf. The majority of the marine businesses in this area are not those that produce the noise, dust, odor and unpredictable hours of operation more associated with heavy marine uses such as fishing and lobstering, processing, freight, etc.

In comparison, the marine uses in this area are less intensive than the existing commercial fishing uses at the southern end of Widgery Wharf. These uses co-exist with the residents of Chandler's Wharf located within 120 feet. While the Applicant is not necessarily stating that the residential / commercial proximity is always a harmonious relationship, it is a notable precedent in the area that has existed for many years. As noted previously in this document, a hotel use is unique south of Commercial Street and will be a significant attraction. In addition, approval of the hotel use under this conditional rezoning is key to the project moving forward. The hotel use is required to make the project financially viable and, in turn, provide the investment in pier infrastructure the NMUOZ is intended to promote.

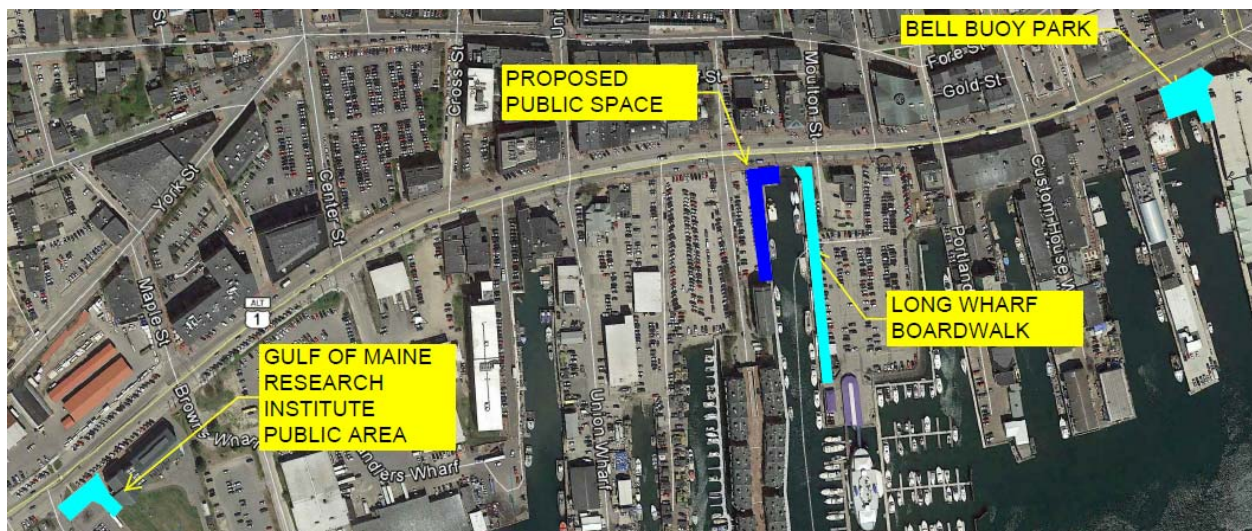
The proposed hotel use has been located so that it fronts on the water between Chandler's and Long Wharf, providing opportunity for hotel guests to have a view that is currently not available anywhere



else in Portland. In addition, the proposed roof-top bar would be another first of its kind on the Portland waterfront. The Applicant is aware of the marine uses in this area and believes that a mixed-use project such as this is not only compatible with, but will enhance the marine uses currently located in the vicinity.

An example of enhanced marine use is the proposed 3,300 sf Casco Bay Dispatch Center located on the first floor of the restaurant/hotel building. The Dispatch Center is intended to consolidate dispatch operations for a number of marine users such as water taxis, tour boat operators and other similar uses. Currently these uses have only small kiosk type ticket offices scattered around the area, and no waiting or bathroom facilities. The result is that crowds of people gather on the sidewalk and surrounding area around departure and arrival times. In addition, the operators have portable toilets brought in because there are no public bathroom facilities nearby. The Dispatch Center will help to alleviate these conditions by providing space for ticket booths, a waiting area for passengers and offering bathrooms for patrons. The Dispatch Center and associated public area will tie in with the existing boardwalk along the Long Wharf, near DiMillo's.

In addition to the above benefits the Applicant envisions the new public area as a convenient gathering location. The location of this public area is located in close proximity a very densely occupied area of shops, restaurants and bars along Commercial Street. The space is centrally located between Bell Buoy Park to the east, and the public space at the Gulf of Maine Research institute to the west. The location will help to fill a need in that area for a convenient and attractive public space, and is expected to be a benefit to the surrounding businesses.





Section 4
Title, Right and Interest

OPTION TO LEASE
AGREEMENT

THIS OPTION AGREEMENT made and entered into the 25 day of January 2017, by and between GEF, LLC a Maine Limited Liability Company with a mailing address at P.O. Box 2808, South Portland, Maine 04106 ("Owner") and BATEMAN INVESTMENTS, LLC a Maine Limited Liability Company, with a place of business at 470 Fore St., Suite 400, Portland, Maine 04101 ("Developer").

WITNESSETH THAT:

1. Description. In consideration of the mutual promises expressed in this Agreement, Owner and Developer have agreed to enter into this Option for Developer to lease and develop subject to Terms and Conditions set forth in this Agreement, that parcel of land and associated improvements located at Fisherman's Wharf, 184 Commercial Street, Portland, Maine, as more particularly described in Exhibit A and A-1 attached hereto and made a part hereof.
2. Lease Option Term. The term of the lease option shall commence on the date this Agreement is executed, and continue as long as the Developer is proceeding through the development approval process with valid applications pending before Local, State, and Federal Agencies. Upon issuance of all required development approvals, Owner and Developer shall execute a Lease for the Property with an initial Term of Ninety (90) Years, said Lease to be negotiated between the parties based on the Terms as specified in Exhibit B and made part hereof.
3. Option Payments. An option fee of One Dollar (\$1.00) shall be paid upon the execution of this Lease Option Agreement and Developer shall proceed to obtain all Local, State and Federal Permits as may be required in connection with the agreed development of the Property (the "Project"). The cost for obtaining the required approvals shall be borne by the Developer. Should the Project be abandoned by the Developer all work product produced through that date shall be released to the Owner.
4. Proposed Development. The Project as currently envisioned consists of a Parking Structure, Hotel, Office, Retail and Restaurant uses. A Conceptual Plan which delineates the Project is attached as EXHIBIT C. The final design and uses are subject to the Approvals issued by Local, State, and Federal Agencies, and will determine the final design and uses for the Project.
5. Possession. Owner hereby grants Developer the right to apply for all required permits which may be required to obtain Local, State and Federal Approvals for the

Project. Owner also agrees that Developer has the right to enter the Property at its risk to conduct due diligence inspections and tests thereon.

6. Default. In the event Owner defaults in the performance of this Agreement, Purchaser shall have the option of suing for specific performance or terminating this Agreement. If Developer defaults, Owner may terminate this Agreement, whereupon all obligations of the parties to one another shall cease and this Agreement shall be null and void and without further recourse.

7. Miscellaneous.

- (a) This Agreement and the Exhibits supersede any and all prior understanding and agreements between the parties and constitutes the entire Agreement between them.
- (b) The execution of the Lease by Developer and Owner shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed.
- (c) This Agreement is personal to Developer and Developer may not assign this Agreement, except to an entity owned or controlled by Developer's principals, without the prior written consent of Owner.
- (d) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, except as limited by (c), above.
- (e) This Agreement cannot be altered, modified or amended except by written instrument signed by Owner and Developer.
- (f) This Agreement shall be constructed and enforced in accordance with and Governed by laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as sealed
Instrument as of the date first set forth above.

Witness:

Antony

GEF, LLC / Owner

By *Fred M. Forsley*
Fred M. Forsley
It's Member

Bateman Investments, LLC / Developer

Antony

By *David H. Bateman*
David H. Bateman
It's Member

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

January 25, 2017

Then personally appeared the above-named Fred M. Forsley, in his capacity as Member of GEF, LLC and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of GEF, LLC.

Before me,

Brandon J. Mazer

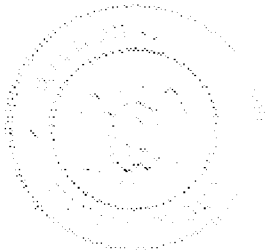
Notary Public/Attorney at Law

Brandon J. Mazer

Print Name

My commission expires May 11, 2017

BRANDON J. MAZER
Notary Public, Maine
My Commission Expires May 11, 2017



STATE OF MAINE
COUNTY OF CUMBERLAND, ss

January 25, 2017

Then personally appeared the above-named David H. Bateman, in his capacity as Member of Bateman Investments, LLC and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of Bateman Investments, LLC.

Before me,

Brandon J. Mazer

Notary Public/~~Attorney at Law~~

Brandon J. Mazer

Print Name

My commission expires May 11, 2017

BRANDON J. MAZER
Notary Public, Maine
My Commission Expires May 11 2017

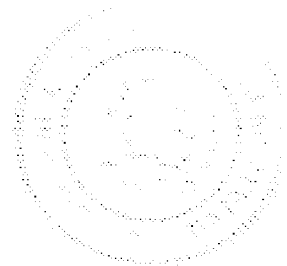


EXHIBIT A

Property Description:

Location 184 Commercial Street
Owner GEF, LLC
 P.O. Box 2808
 South Portland, ME 04116

Book and Price 1282/46

Legal Description 31-J-30-31-32

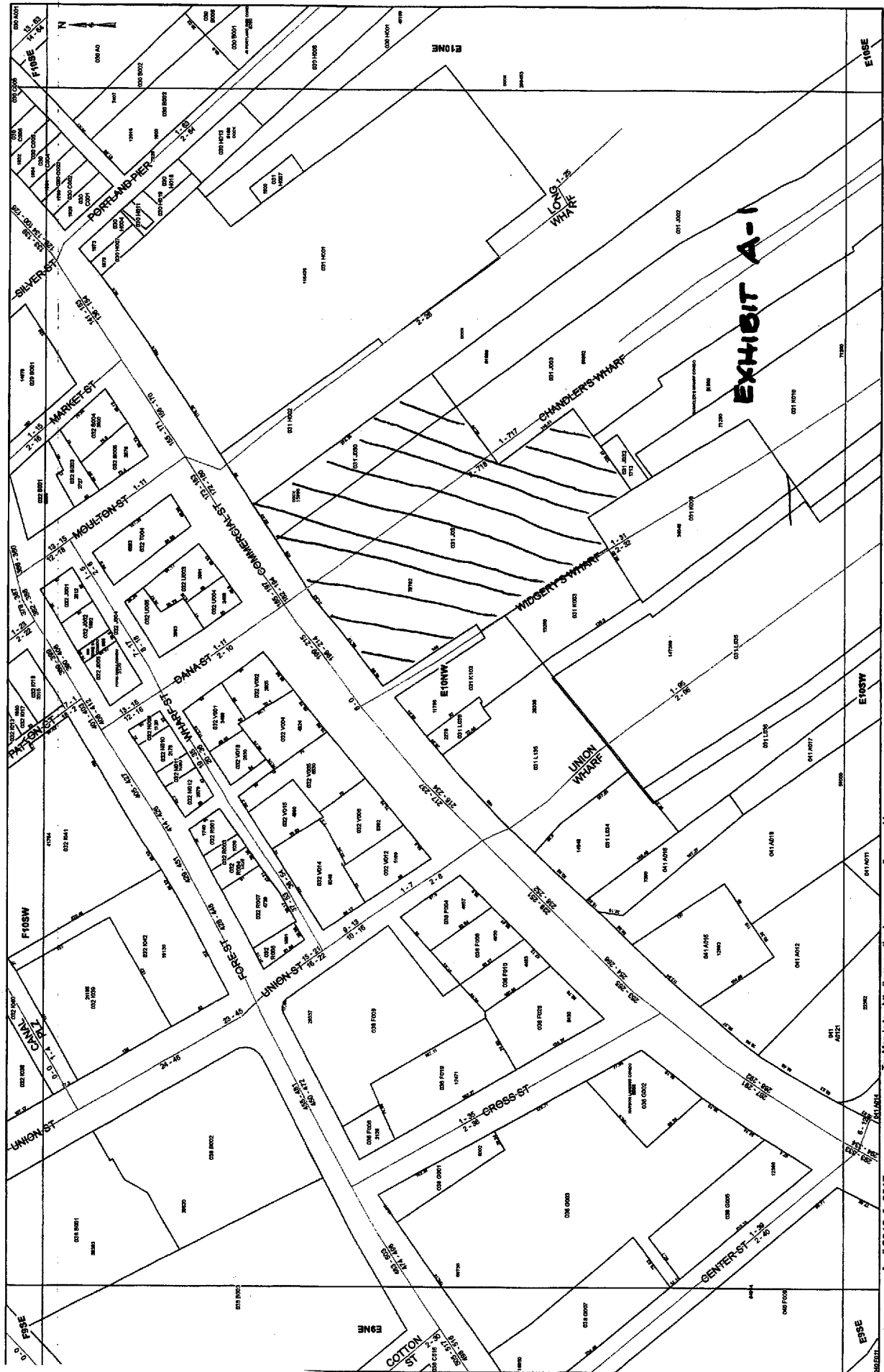
Commercial Street 184-210

Central Wharf

W-79792 SF

Acres 1.8318

Tax Map Attached as EXHIBIT A-1



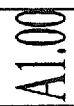
Index Number - E10NW

Tax Map Index, <http://www.portlandassessors.com/taxmapa.htm>

April 2016, fy 2017

Exhibit B
Fisherman's Wharf, Portland, ME

The Exhibit B terms are retained by Owner and Developer in their respective files.





MAINE

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

Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Wed Mar 08 2017 11:14:01. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
FISHERMAN'S WHARF PORTLAND, LLC	20173827DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
02/08/2017	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

RONALD N. WARD
84 MARGINAL WAY, SUITE 600

PORTLAND, ME 04101 2480

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Click on a link to obtain additional information.

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Additional Addresses

[Plain Copy](#)

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

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

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

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the [troubleshooting page](#).



Bateman Investments, LLC
470 Fore Street, Suite 400
Portland, ME 04101

3/21/17

Fshermans Wharf Portland, LLC
470 Fore Street, Suite 400
Portland, ME 04101\

RE: Assignment of Option to Lease Agreement

Per this letter Bateman Investments, LLC has agreed to assign its Option to lease Agreement between GEF, LLC and Bateman Investments, LLC to Fishermans Wharf Portland, LLC. The terms of the assignment are on file with Bateman Investments, LLC.

Signed



Nathan Bateman

Manager

Bateman Investments, LLC.

NEIGHBORHOOD MEETING NOTES

Project: Fisherman's Wharf Conditional Rezoning

Client: Fisherman's Wharf, LLC

GP Project No: 3244

Date/Location of Meeting: June 6, 2017; Portland Harbor Hotel

Development Team: David Bateman, Nathan Bateman, - Fisherman's Wharf, LLC
David Lloyd, Mike Coyne - Archetype Architects
Al Palmer, Dan Bacon, Christi Holmes – Gorrill Palmer

Attendees: see sign in sheet

Distribution: City of Portland, Development Team, File

Summary of Discussions

Dan Bacon gave an overview of the project and the purpose of the conditional rezone request. David Lloyd presented numerous existing and proposed renderings from different perspectives. Major topics of concern during the meeting are summarized below, with responses given at the meeting in bold, and responses based upon further review in bold and italics. It appeared the majority of the public in attendance were residents of Chandler's Wharf Condominiums.

- Concerns expressed about the width of the drive vs. existing 35' right of way. **Drive is proposed as 24.5 feet with 5' sidewalks on both sides and no on street parking. Currently, there is on street parking and there are no sidewalks.**
- Traffic concerns- emergency access, increased traffic, queuing, turning radius if garage is at capacity, etc. **A secondary access drive will be considered around the proposed garage, near Phase 2, but legal access across Widgery Wharf needs to be confirmed. The hotel has a drop off area for 2-3 cars and will have a valet. Queuing will be inside the garage. Signage on Commercial Street will state status of parking garage. The elevated walkway between the garage and hotel will meet life safety height requirements. A traffic impact study will be submitted during the site plan stage.**
- How many additional trip ends will be generated and what is anticipated turnover rate for garage? **A traffic impact study will be conducted as part of the Site Plan application. The existing monthly rental spaces will remain. The average hotel stay in Portland is 1 night. The anticipated occupancy rate for the hotel is likely 60% - 75%**
- Concerns regarding adequate space for service vehicles in access drive. **Service vehicles will utilize the center turn lane on Commercial Street.**
- How will access be provided to Chandler's Wharf residents during construction? **Access will be provided via the Widgery Wharf route.**
- Could the Chandler Wharf gatehouse be moved towards Commercial Street to discourage turn arounds in that area? **It will be taken into consideration.**



- Moving the garage entrance/exit closer to Commercial Street may prevent congestion in access drive. **We will take that into consideration.**
- Concerns expressed over security. **More development and increased lighting is anticipated to discourage trespassers; the hotel will also have security.**
- Wayfinding signage for Chandler's Wharf is requested. **A signage program will be developed along Commercial Street.**
- Will the rooftop bar have outdoor patio space? Will it have outdoor music? **The rooftop bar will have outdoor patio space, and the orientation of the enclosed rooftop bar and patio is being reviewed. Yes, it will have music.**
- What is the building setback from Chandler's Wharf Building 7? ***The building is setback 10' from the property line, and Building 7 is setback approximately 4' from the property line, for a total of 14'. A 0' setback is required per the ordinance.***
- Office is an approved use, so there could be a 4-story office building with a parking garage that is not screened. **Yes, that is correct.**
- Concerns regarding flooding and security in the Phase 2 area. **The area will be improved to mitigate flooding effects and to discourage people from trespassing onto the private wharves.**
- Snow storage? **Snow will be removed.**
- Concern over loss of views from Commercial Street corridor. **The development team is of the opinion the public views of the water will be increased by removing the existing Portland Lobster Company and Rigby storage containers and providing an open, public boardwalk.**
- What is the ideal timeline? **5-7 months for permitting, 6 months for construction documents, 16 months for construction.**
- What is the process? **First a Conditional Rezone is necessary which requires Planning Board and City Council review and approval, then Site Plan Review. The next meeting is a Planning Board workshop Thursday, June 22 and public comment is taken at all meetings/workshops.**
- Who will maintain access drive? **Fisherman's Wharf, LLC**
- Clarify the Casco Bay Dispatch Center. **The Dispatch Center will provide waiting and restrooms for users of water taxi, tur boats, trolleys, etc. The restrooms will not be public.**
- Will berthing on the floats be for recreational use? **No, strictly commercial. Developer will work with the City and abutter to have the channel dredged.**
- What brand of hotel? **It will be a boutique hotel that will be managed by the applicant.**
- Brick along entire hotel façade would be nice. **The design is in the preliminary stages and the final material is not determined.**
- Will there be public access from the boardwalk to the access drive, near Building 7? **This requires further consideration.**
- Architectural renderings do not include existing Building 7 windows which will face the proposed building. **The existing windows will be added.**
- What uses are proposed for Phase 2? Will it be the Portland Lobster Company? **No commitments have been made, developers anticipate a passive public green space near the water with Phase 2 buildings set back. These is a lot of interest for office in that area.**

Neighborhood Meeting Certification

I, Dan Bacon of Gorrill Palmer, hereby certify that a neighborhood meeting was held on June 6, 2017 at the Portland Harbor Hotel at 5:00pm.

I also certify that on Friday, May 26, 2017, 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 Division (jmy@portlandmaine.gov and ldobson@portlandmaine.gov) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

Signed,



June 12, 2017

Dan Bacon, Agent of Applicant

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes



707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

May 24, 2017

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a Conditional Rezoning located at Fisherman's Wharf, 184 Commercial Street.

Meeting Location: Portland Harbor Hotel, 468 Fore Street

Meeting Date: Tuesday, June 6, 2017

Meeting Time: 5:00pm-7:00 pm

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) 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 (207) 772-2515.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lucas Anthony', with a horizontal line extending from the end of the signature.

Lucas Anthony, Agent for Applicant

Note:

Under Section 14-32(C) and 14-524(a)d of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within 30 days of submitting a preliminary application or 21 days of submitting a final site plan application, if a preliminary plans was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street Portland, ME 04101 or by email: to bab@portlandmaine.gov

Neighborhood Meeting

June 6, 2017

Guest Name:	Email:	Phone #:
Peter W. Kelly	agmarineinc@yahoo.com	939 1109
Jan Kelly	Chandler's Market	671-8884
Anne Len Kovit	travlniais@hotmail.com	749 7700
Doni Teo Fraser	doni@chandler'sproperties.com	775-0055
Jane & Dan Bullford	danpeagle-rental.com	649-4575
Mary Fuller	mtfuller@maine.rr.com	605 Chandler's
Constance Bone	Constancebone@aol.com	879-7456
Jeff & Heather Smith	heatherwsmith@gmail.com	239-207-4416
David & June	david@omniweb.com	207-799-4922
Bob & Carol N. Schell	CBSCITALL470@SOX	GLOBE.NET CHANDLER'S
Doraine Steele	dsteale@maine.rr.com	361-6643
SUZANNE & ADRIANO D. Cordera	SUZANNE	Adriano@yahoo.com
Sara Schumacher	bruce.sar@yahoo.com	-
Bruce Wood	"	"
Susanne Newman	susannehnewman@yahoo.com	7474804
Maria & Donna Menard	manddmenard@gmail.com	
CHRIS DIMILIO	CHRIS@DIMILIO.COM	207 671 3292
Randal Rucker	fulltimewalker@gmail.com	207 536 0497
PETER MACOMBER	PBNAC@NAC.COM	207 632-8512
Bruce Turner	bturner002@maine.rr.com	207-284-3859
Meaghan Foster	meaghan.foster@gmail.com	207-837-9250
Cynthia Blood	CynthiaBlood@maine.rr.com	207-456-5661
Harold & Arlene	HAROLD & ARLENE	
Cynthia & Frank	CynthiaFrankner@aol.com	
Steve Dimilio		
Kyle Alpern	KyleAlpern@gmail.com	(214) 744-1784
Whitney Harvey	Whitney@maine.rr.com	
Marney Chalmers	marneychalmers@gmail.com	207-671-0074
Tom Leahy	Tleahy@monaghaleeohy.com	207 774-3506



707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

June 15, 2017

Barbara Barhydt, Development Review Manager and
Christine Girlando, Senior Planner
City of Portland
Planning and Urban Development Department
Fourth Floor, City Hall
389 Congress Street
Portland, Maine 04101

Subject: Fisherman's Wharf Redevelopment (Chandler's Wharf) – Conditional Rezoning
Plan Updates in Response to the Neighborhood Meeting

Dear Barbara and Christine,

On behalf of Fisherman's Wharf Portland, LLC, Gorrill Palmer is pleased to provide updated plans for the Fisherman's Wharf Redevelopment Project in advance of our workshop scheduled with the Planning Board for Thursday June 22nd. On Tuesday June 6th we hosted a neighborhood meeting to present the proposed project to the surrounding neighbors and property owners and to receive comments and feedback. The majority of those in attendance at the meeting were residents and property owners within the Chandlers Wharf condominiums abutting the site.

As reflected in the Neighborhood Meeting Notes that we have provided, there were comments and concerns expressed about the design and operation of the proposed access through the project to Chandler's Wharf as well as the change in activity in this area that the project will bring. The applicant appreciates these comments and recommendations for plan improvements, and we've updated our design to incorporate these recommendations and address many of the concerns.

The following summarizes our plan updates:

Neighborhood Meeting Comment 1 - *There were requests and recommendations to consider a secondary access and exit to relieve congestion on the main access drive.*

Plan Updates – The updated plan includes a new ingress and egress for the parking garage to provide an alternative to the main driveway as well as a new additional exit and emergency route to the rear of the parking garage connecting to the Widgery Way ROW. Both of these changes will better distribute traffic and lessen congestion.

Neighborhood Meeting Comment 2 – *There were recommendations to shift the primary entrance and exit to the garage toward Commercial Street to lessen congestion and vehicle trips in the vicinity of the entrance to Chandler's Wharf condominiums.*

Plan Updates – We've updated the plan to shift the entrance and exits for the parking garage toward Commercial Street to address this concern.

Neighborhood Meeting Comment 3 – *There were comments and questions about ensuring emergency response vehicles can access the site and have multiple points of access.*

Plan Updates - As noted under Comment 1, the plan now incorporates a rear driveway behind the parking garage that provides a secondary point of access for emergency response. In addition, we will



work with the City's Fire Department on the ingress and egress design and the elevated walkway from the garage to the hotel to ensure it meets the clear zone for fire trucks and other emergency response apparatus.

Neighborhood Meeting Comment 4 – *Questions were asked about where service vehicles will unload and how they navigate the site.*

Plan Updates - As noted at the neighborhood meeting, deliver trucks can use the center lane on Commercial Street which is routine and commonplace today for area businesses. In addition, we've updated the plan to enable delivery and service vehicles to use the new rear drive to circulate, unload, access the trash compactor etc.

Neighborhood Meeting Comment 5 – *Residents asked about the Phase 2 area and what improvements are possible here to improve the shoreline, floats and security.*

Plan Updates – The plan now incorporates a waterfront plaza, new sea wall, and ramp to the Widgery Wharf floats. The plan is to transform this area into an attractive, functional edge to the waterfront. We will continue to work with the Chandlers Wharf condominium association on a design that can improve security at their site.

With these plan updates, we are striving to refine and improve the project design to address the comments and feedback from our neighbors and enhance the project to fit the location, be compatible with the abutting uses, increase marine access and water dependent activities, and improve the existing waterfront infrastructure.

Should you have any questions or require additional information, please feel free to contact us. Otherwise, we look forward to the workshop next Thursday the 22nd.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Bacon', with a long horizontal flourish extending to the right.

Dan Bacon, A.I.C.P.
Planning Project Manager

Copy: David Bateman, Fisherman's Wharf, LLC
Nathan Bateman, Fisherman's Wharf, LLC
Lucas Anthony, P.E. Gorrill Palmer
David Llyod, Archetype Architects







FISHERMANS WHARF

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

"LONG WHARF"

TAX MAP 31 BLOCK H LOT 2
N/F
DIMILLO FAMILY TRUST
15642/47

PLAN REFERENCES

1. PLANS OF CENTRAL WHARF FOR LIBERTY GROUP BY OWEN HASKELL, INC. RECORDED IN C.C.R.D. PLAN BOOK 152, PAGE 39 AND BOOK 154, PAGE 13.
2. PLAN OF "PART OF CENTRAL WHARF MADE FOR CENTRAL WHARF PROPRIETORS" BY H.J. & E.C. JORDAN DATED 1945.
3. "PLAN OF LAND IN PORTLAND, MAINE FOR WILLARD-DAGGETT CO." BY OWEN HASKELL, INC. DATED JULY 11, 1972. OHI JOB# 7248P.
4. "PLAN OF LAND ON COMMERCIAL STREET, PORTLAND, MAINE, FOR FISHERMAN'S WHARF ASSOC." BY OWEN HASKELL, INC. DATED SEPT. 12, 1986, REV. 5. OHI JOB# 8668P.
5. "RECORD PLAT ONE AND THREE OF THREE, RIGHT OF WAY TO COMMERCIAL STREET," BY OWEN HASKELL, INC. DATED JULY 18, 1985. RECORDED IN PLAN BOOK 165, PAGE 63. OHI JOB# 8482 P.

6. "PLAN OF LAND ON COMMERCIAL STREET, PORTLAND, MAINE FOR GEF ASSOCIATES" BY OWEN HASKELL, INC. DATED OCT. 7, 1992 REV. 2 7/20/95. OHI JOB# 91171P.
7. "UNION WHARF SITE PLAN MADE FOR THE PROPRIETORS OF UNION WHARF," BY DOWNEAST SURVEYING AND DEVELOPMENT DATED APRIL 22, 2015. RECORDED IN PLAN BOOK 215 PAGE 337.

LOCATION MAP

GENERAL NOTES

1. OWNER OF RECORD: GEF, LLC
TAX MAP 31 BLOCK J LOTS 30, 31, 32
C.C.R.D. BOOK 12682 PAGE 46
2. BEARINGS ARE MAGNETIC 1972 BASED ON PLAN REFERENCE 6.
3. ELEVATIONS ARE BASED ON CITY OF PORTLAND VERTICAL DATUM.
4. COORDINATES SHOWN HEREON ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 BASED ON MONUMENT LOCATIONS PROVIDED BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION.
5. UNDERGROUND UTILITIES WERE MARKED BY CENTERLINE UTILITY LOCATING, SEE GENERAL UTILITY NOTE HEREON. GSE (UNIL) WAS NOT MARKED.
6. THE LOCATION OF THE 35' RIGHT OF WAY SHOWN HEREON SHOULD BE CONFIRMED BY LEGAL OPINION DUE TO THE "RIGHT OF WAY RELOCATION AGREEMENT" (7642/290) AND THE "CONFIRMATION OF RELOCATION OF RIGHT OF WAY" (8005/203). SEE PLAN REFERENCE 5.

CITY CONTROL POINTS UTILIZED:

T124-18-1151
N=299725.67
E=2929382.13

T124-18-1143
N=299542.17
E=2928944.11

LEGEND

- MONUMENT FOUND
- UTILITY POLE
- MANHOLE
- ELECTRIC/GAS METER
- SIGN
- CATCH BASIN
- HYDRANT
- WATER VALVE OR SHUTOFF
- GAS VALVE
- LIGHT POLE
- PARKING METER
- TRASH RECEPTACLE
- DECIDUOUS TREE
- FENCE
- CURB
- OHW
- OVERHEAD WIRES
- E
- UNDERGROUND POWER
- W
- WATER LINE
- G
- GAS LINE
- T
- TELEPHONE/COMMUNICATION
- SD
- STORM DRAIN
- SS
- SANITARY SEWER
- 10
- 1' CONTOUR
- CONC.
- CONCRETE
- FFE
- FINISHED FLOOR ELEVATION
- N/F
- NOW OR FORMERLY
- 000/000
- DEED BOOK AND PAGE

PORTLAND HARBOR

REV. 1 | 03-21-17 | ADDED NON-MARINE USE OVERLAY ZONE

BOUNDARY & TOPOGRAPHIC SURVEY
FISHERMAN'S WHARF
COMMERCIAL STREET, PORTLAND, MAINE
MADE FOR
BATEMAN PARTNERS, LLC.
470 FORE STREET, SUITE 400, PORTLAND, MAINE

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

Drawn By SDG	Date MARCH 20, 2017	Job No. 2017-017P
Trace By JLV	Scale	Drwg. No.
Check By JWS	1" = 20'	1
Book No. 1156		

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

DATE

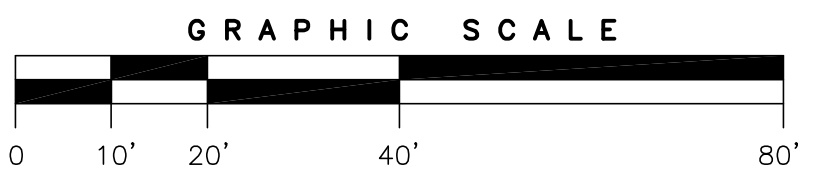
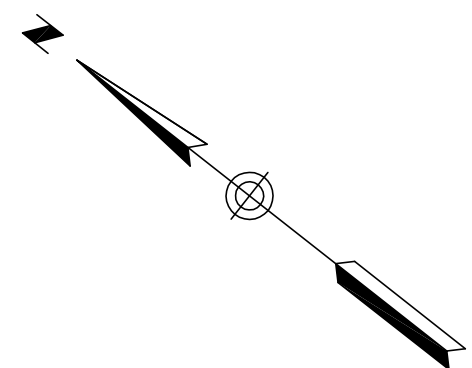
JOHN W. SWAN, P.L.S.# 1038

"UNION WHARF"

TAX MAP 31 BLOCK K LOT 3
N/F
PROPRIETORS OF UNION WHARF
11205/52

"WIDGERY WHARF"

TAX MAP 31 BLOCK K LOT 8
N/F
WIDGERY WHARF, INC.
2866/449





CONDITIONAL ZONING APPLICATION	3/8/17	LSA
Issued For	Date	By

**GORRILL
PALMER**

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Comment on Bateman Fishermans Wharf development

Paul Lafavore <plafavore@earthlink.net>

Jun 3, 2017 9:46 PM

Posted in group: **Planning Board**

I am writing at this time to voice my strong opposition to the proposed development of David Bateman representing Fisherman's Wharf Portland, LLC. I am a resident of Portland in the vicinity of 184 Commercial St and have significant concerns regarding the impact of this project not only on the city of Portland, its tourism, and the tax paying residents that this project will affect.

Portland Maine is a city that is steeped in maritime tradition. Its working waterfront has been preserved by forward thinking shepherds of city administrators over the decades. As such, the Old Port area of the city has become a major destination nationwide for its unique blend of harborfront location, rehabilitated historic buildings, and New England charm. While I understand that Portland is growing, we must be very careful not to impact the reason why it is growing. In other words, visitors to Portland are not interested in seeing new shiny glass and steel hotels. They are interested in seeing the Portland that has preserved its historic and waterfront locale.

The area that is proposed for development by Mr. Bateman is in my opinion probably the worst location to put a sprawling hotel, parking garage, and retail space in Portland's Old Port. This tract of land is one of the few open areas on the waterfront that allows direct visualization of Portland Harbor, the working wharves, and non-commercial structures in the Old Port. One only has to look at the congregation of tourists in that area during the summer months to see its attraction. Just a few hundred yards down Commercial Street we hardly see any tourists as the waterside of that thoroughfare is blocked by commercial structures. The proposed land for this development is one of the few remaining sections of Commercial Street that connects Portland Harbor with the Old Port. We must remember that Portland's attraction is tied to its oceanfront location. I think we would all agree that if Portland was landlocked in the middle of the state it would unlikely be the destination that it is currently. We cannot systematically eliminate our ties to the waterfront by over developing one of the few remaining conduits from the Old Port to Portland Harbor.

I bring to the planning board's attention the situation that has occurred in the city of Boston in regards to Atlantic Avenue. Atlantic Avenue is a major thoroughfare along the waterfront in Boston adjacent to important tourist sites such as the North End and Faneuil Hall. Yet, over the decades, Atlantic Avenue has completely blocked water views by developing multi-story building after building along the waterfront side of the street. The only areas on the street that are visited by tourists are the small open area with preserved water views such as Columbus Park and the New England Aquarium.

If Portland really does need additional hotel and retail space, let us not put them in places that will not be detrimental to our tourism industry for which these hotels are trying to serve.

As a resident of Chandler's Wharf in Portland, I would also like to speak to the negative impact that this development would have on our residential community. Chandler's Wharf has been home to thousands of residents of Portland since the 1980s. These taxpaying residents have paid millions of dollars over the years to preserve this residential community and make it aesthetically pleasing for the area. One only needs to pick up any magazine related to Portland and you will likely see a photograph that in some way incorporates a view of Chandler's Wharf and adjacent waterway.

Based on the renderings of the Fisherman's Wharf development that I have observed, it is very concerning that the city will allow such a complex to be built between the residential area of Chandler's Wharf and

Commercial Street. This land is the only entrance and egress for our residential community. The thought that residents on a daily basis will need to traverse what will be essentially a hotel entrance is unthinkable. Observe any city hotel entrance and note the congestion from guests, vehicles, taxis, vans, and delivery trucks all vying for space in a narrow area. It is through such a bottleneck that residents of my community will have to navigate to enter and leave our property every single day. I know of no other project in our city that has put an established residential area in such an inconvenient predicament as this proposed project by funneling residents through a hotel property to and from their homes.

In addition, the proposed project puts a large hotel/retail complex within feet of our residential community. I live in the brick building at Chandler's Wharf (Bldg 7) which according to the renderings would put me within feet of this multistory hotel. The side of this hotel, which reminds me of a cruise ship with multiple balconies, will essentially be looking into the windows of my building. The suffocating proximity of so many persons to our residential community is of significant concern to us from a privacy, noise, and security aspect.

Last summer, what essentially was a home invasion took place at our community when two intoxicated men walked into the condominium of an elderly couple and refused to leave. Our community requires 24 hour security to provide safety for our residents from persons wandering onto our property. Despite this, we have had thefts, property damage, unauthorized access to boats tendered at the marina, stalkers, etc. I can only imagine how this problem could be compounded by putting hundreds of guests in a concentrated area within feet of our residences. Again, I know of no other project in this city that would create such a situation for an established residential community. Because we are locked at the end of the wharf, we will have no way to avoid the problems that this project will bring.

In summary, I am very much opposed to the proposed Fisherman's Wharf Portland, LLC project proposed by Mr Bateman. I feel it is bad for Portland, bad for the tourist attraction of the Old Port, and bad for the neighboring residential community. I appeal to good judgment of the Planning Board to realize that this area of the city is so important to the character of the Old Port and should not be over-developed in the manner proposed.

I close with a quote from author Philip Hamburger: "Portland people are steadied by the vistas that play a large part in their lives--vistas of sea and sky, of islands in the bay, of coves, of lighthouses outlined against craggy rocks."

Paul Lafavore MD

3 June 2017

Re: Chandlers Wharf 6-7-2017

Carolyn Scholl <cbscholl470@sbcglobal.net>
Reply-To: Carolyn Scholl <cbscholl470@sbcglobal.net>
To: Christine Grimando <cdg@portlandmaine.gov>

Wed, Jun 7, 2017 at 6:55 PM

I will look at the links you sent and thank you. We appreciate that you were able to take the time to talk with us this week.

I will start by saying that we purchased our condo at Chandlers Wharf in 1987 and may well be the only original owners remaining there. We have seen Portland and the Old Port evolve over these 30 years, so have an perspective that many do not have.

We attended the informational meeting last night by the developers along with many residents of Chandlers Wharf and surrounding properties. There was great concern about the vastly increased traffic over our right of way to Commercial Street with a **501** car parking garage (apparently the lots now have a **260** car capacity), plus the water taxi, the restaurant and, potentially in the future, two more smaller office buildings in "Phase 2". Also Mr. Bateman has the hotel, restaurant and marina on Great Diamond Island and he could well use this property as the link for his guests to get there, adding additional traffic and parking. The plan as presented doesn't have enough room for anyone to turn around, much less allow our residents freedom to enter and exit our development unobstructed. Already especially in the summer, we cannot even turn left or right out of our right of way on to Commercial Street and adding 501+ more vehicles, it is going to be impossible.

Also there was much concern about emergency vehicles such as fire trucks, police and ambulances. We have an aging population at Chandlers so this is very much at the forefront of everyone's thoughts. With hotel and restaurant guests plus other parking, where are these emergency vehicles going to fit in? They are only allowing what looked like a two vehicle pull in at the hotel door, and say they will check in in the garage, but we all know people stop at the front door first and this is going to clog up the right of way repeatedly.

There was an audible gasp in the room when they showed us the present conditions photo and then the proposed buildings - it is a giant wall of brick between us and Commercial Street - blocking all light and views. The condos at that end of our building 7 will be looking into a brick hotel wall. There will be a large physical separation between us and the city and will block any view of the water and working waterfront. It makes Chandlers almost an island, not connected to city streets at all. They were trying to make the case that these buildings actually make the waterfront more visible, and many of us found that laughable. We see the people walking by and taking in what Portland is now - a vibrant, active waterfront, not a wall of brick along the street where they will not be able to see anything except expensive shop windows which could be any city in this country not on the water. This is not what Portland was, is or should become.

Also, in the strongest terms, I was able to let them know that a rooftop restaurant/bar, with outdoor music they told us, is not acceptable at all. The current zoning, as we understand it, would allow offices, but outdoor music, no. We suffer all spring and summer with so many outdoor venues with very loud music that we must sleep with earplugs. Some of these "performances" go on well past midnight, and having one right next door to our building will be another incursion into our lives. And we did not even get into rooftop air conditioning and heating units, which also generate

noise. This new proposed hotel (with this zone change) is FAR too close to our building based on their proposal.

Again to traffic, the developer mentioned that trucks would be supplying the restaurant and pulling in next to our building on the small space between the two. This is completely unacceptable, especially for the end unit owners. The last thing they need is huge delivery trucks outside their windows at all hours, with beeping back up alarms.

Then we have security issues. As we all know, Portland in the summer is a very busy place, and the Old Port has a lot of bars and drinking has become sport. We have had problems on our property with drunk people wandering in and having to be either escorted out by our security or the police are called. Last year two drunk people actually opened someone's door and just walked in.

Having a hotel filled with out-of-towners, here to party, right next door to our property, is just an invitation for more problems. Our guard cannot be everywhere at once and we should not be forced to pay for additional security brought on by this zone change allowing a hotel, restaurant and bar catering primarily to non-residents.

We strongly object to this zone change to allow a use that does not enhance waterfront activity, but hinders it and the view and does not conform to what the waterfront has been and should be. If this zone change is granted, this will be the foot in the door for all other waterfront property owners to want the same thing, and at some point, there will be no view of the water from Commercial Street and you will drive out the working waterfront people, as well as local businesses. How many more hotels does Portland need? Why does this developer deserve consideration at all? We need more open spaces for people NOT more huge buildings.

Respectfully,

Robert P. Scholl
Carolyn B. Scholl
705 Chandlers Wharf
Portland, ME 04101

From: Christine Grimando <cdg@portlandmaine.gov>

To: Carolyn Scholl <cbscholl470@sbcglobal.net>

Sent: Wednesday, June 7, 2017 1:14 PM

Subject: Re: application materials

Bob, Carolyn,

Thanks for taking the time to come in yesterday. Below are links to the City's Land Use Code, and a page with links to the most recent draft of the new Comprehensive Plan. We'll be posting the final, approved version shortly.

Land Use Code: <http://portlandmaine.gov/DocumentCenter/Home/View/1080>

Google Groups

Fisherman's Wharf ID# 2017-062

Todd Mattson <tmattson@cmmattson.com>

Jun 7, 2017 3:03 PM

Posted in group: **Planning Board**

TO: Portland Planning Board

RE: Fisherman's Wharf Application ID# 2017-062

We are in receipt of notice provided to property owners within 500 feet of the proposed Fisherman's Wharf development @ 184 Commercial Street (application dated 3/8/17). We are owners of a housing unit at Chandler's Wharf in building #7.

Having reviewed information on file at the Portland Planning Division office we have the following comments and concerns:

*The 3/8/17 Site Plan, as shown, feeds off Commercial Street and *directs all entering and exiting vehicular traffic the entire length of the drive* and dumps it directly across from Chandler's building #7, producing substantial added noise and traffic directly in front of a residential area. *The elimination of existing mature landscaping that would serve as a buffer* to the proposed parking garage and "Phase 2 buildings" could be avoided by moving parking garage ingress/egress closer to the current entrance/exit area. The development would contribute significant pedestrian traffic in addition to current pedestrian traffic. Because of this, relocation of access points to the parking garage and *widening the width of walkway areas* that line both sides of the drive extending to the property line at Chandler's Wharf residences is an important consideration. Additionally (possibly a printing error)Sign Legend "[5]" allows for marine use parking in an already narrow and busy pedestrian zone.

*At the stage where Plans & Specifications are drawn up, plans should be developed for placement of exterior mechanical systems away from residential areas.

*The Plan notates a request for conditional rezoning for a hotel, height limitations, and setbacks from the high tide line.....Is there a compelling reason to allow rezoning for building height, in this specific case? It would seem reasonable to require serious demonstration that a rooftop bar is a compelling reason. Future waterfront development pressure will visit the Planning Board with precedent already set. Because of the monolithic nature of the entire development, plans should allow for *maximum achievable open space on the canal side*. It would appear that pulling the hotel back to the current ordinance requirement is readily achievable. The bump-out for 2nd through 4th floors on piers do not adequately address this, regardless of the actual footprint. The canal-side elevation, as proposed, conflicts with this critical spatial issue at the most viewable canal in the CWZ.

*With regards to the "human scale" perspective with a proposed change of land use, concentration of buildings, and four-story continuity throughout, pedestrians and motorists will have a very different visual experience in the center of the Old Port... for sure. Hopefully the proposed Plan's full-throttled

utilization of the land will be softened and improved by the developer's very capable and experienced development team.

***In general**, the proposed development would be a welcome change from the present open air parking with its twisted poles, rusted guardrails and faded signage. This is a tremendous opportunity for the City of Portland to encourage and guide an important development in the heart of the Old Port.

Respectfully,

Todd Mattson - MGM Old Port, LLC



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Development on Fisherman/ChandlersWharf

Christine Grimando <cdg@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Wed, Jun 14, 2017 at 4:21 PM

Hi Jen,

Another for the public comment folder.

Christine Grimando, AICP
Senior Planner
Planning & Urban Development Department
389 Congress Street
Portland, Maine 04101
cdg@portlandmaine.gov
Ph: (207) 874-8608

----- Forwarded message -----

From: **Mary Fuller** <mfuller@maine.rr.com>
Date: Wed, Jun 14, 2017 at 1:12 PM
Subject: Development on Fisherman/ChandlersWharf
To: cdg@portlandmaine.gov

Christine, I am a resident at Chandlers Wharf and am writing to you regarding the proposed development of a parking garage and hotel .

Generally speaking I am supportive of the need to grow and develop our city however I do have a number of concerns about the proposed project primarily having to do with traffic and with safety.

The proposal as it currently stands has a 24 foot road way to service the proposed hotel, and 500 space parking garage and existing Chandlers Wharf Condo's as opposed to the existing 35 feet. In addition, to the much narrower access road, the plan calls for having the hotel entrance on the access road (not commercial street) and the garage entrance at the end of the road instead of at the beginning as it exists currently.

The plan to double the number of cars in the parking area in addition to hotel drop off pick up and service traffic has the potential to create a tremendous bottle neck on the access road as well as on Commercial street.

I am concerned about the ability to get in and out of Chandlers and **far more concerned about the ability of service vehicles in particular ambulance and fire trucks , to be able to reach Chandlers in case of an emergency.**

-

As residents we already face difficulty accessing our property because of cars entering and exiting the two parking lots and that is with half the amount of cars being proposed and the entrance to the lots close to Commercial street.

Aside from the impact to Chandlers I also have concern on the part of the city, particularly in light of all of the new and proposed development in the area of commercial street.

Each morning I drive by the parking garage on the corner of Pearl and Fore street, both of which have far less traffic than Commercial street and I often see cars backed up in every direction for two blocks as people try to enter the garage.

In the absence of some type of major re working of Commercial street , I can't imagine the impact this proposal will of a 500 car garage in the heart of what is already a heavily congested commercial street .

If the city is giving serious consideration to approval of this project, I hope I can trust they will assure the access to Chandlers is such that it keeps our safety (ie access to ambulances) and the safety of our homes , (ie fire trucks and other emergency vehicles) in mind .

Sincerely

Mary E Fuller

605 Chandlers Wharf



ROBERT P. SCHOLL
ATTORNEY AT LAW

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CAROLYN B. SCHOLL
PARALEGAL
cbscholl470@sbcglobal.net

June 16, 2017

Christine Grimando
City of Portland
Planning Commission
389 Congress Street
Portland, ME 04101

Re: Rezoning, 184 Commercial Street

Dear Commission Members:

My wife, Carolyn, and I purchased our Chandler's Wharf condo unit pre-construction in 1987. We have faithfully paid our taxes and enjoyed our condo. We are on the water end of the pier.

As a Connecticut land use lawyer for 55 years, Planning and Zoning Commission member for 5 years and Chairman for 3 years, there are a number of reasons I feel this project simply does not belong on the waterfront in this zone.

First, regarding the change of use/zone, this request is busting zoning and opening the floodgates to more intense development. Can DiMillo's be far behind? Soon we will have a solid wall of buildings on Commercial Street, including the already approved building next to Sapporo Restaurant, obstructing any view of the water. This is no longer Old Port charm.

Next, let's consider the overcrowding of land. Two buildings are proposed if the zone is changed, one a parking structure and one a hotel. Variance of setback is sought and the hotel looks like it is planned for ten feet from the end of our building at Chandler's Wharf. Not much light and air will remain in the space. The lot is simply too small to house an oversized forbidden use with serious parking and delivery problems. This will add, according to the developer, 241 additional vehicles plus delivery vehicles, to the site.

Christine Grimando

June 16, 2017

Page 2

The request for over-height stories, including a restaurant on top (and presumably heating, ventilating, exhaust and elevator structures) further crowds this tiny lot, as well as increased noise directly next to our building from any "entertainment" in this roof top space.

Next, guests at the hotel and cars entering the parking garage must share the 35 foot right of way (actually 24 feet not including sidewalks) which is the sole ingress and egress to and from Chandler's Wharf condominiums. We were told valet parking will be offered, but only two off street spaces will be provided, and to put guests' cars in the garage will require crossing Chandler's Wharf exiting vehicle lane. Emergency vehicle access will most certainly be impeded.

In sum, not only does the proposed use violate existing zoning, overcrowd the waterfront and block access to Chandler's Wharf residents and emergency vehicles, granting this would be a terrible precedent and one of the worst examples of spot zoning I have ever seen. Let us not start down this slippery slope.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert P. Scholl". The signature is fluid and cursive, with the first name "Robert" and last name "Scholl" clearly distinguishable.

Robert P. Scholl

RPS/m

Google Groups

184 Commercial Street Comments (Application ID #2017-062)

Adriano de Cardenas <adriano1114@yahoo.com>

Jun 21, 2017 2:42 PM

Posted in group: **Planning Board**

Planning Board:

As a full time resident and unit owner at Chandler's Wharf I recognize the tremendous importance the working waterfront is to the identity and economy of Portland. I can see why over 30 years ago the city rallied to "keep the port in Portland" and preserve the precious scarce waterfront real estate for mostly maritime purposes and avoid it becoming just more luxury housing that can be developed elsewhere. You can have housing and hotels away from the waterfront but you cannot have maritime businesses like marinas, fishing, lobstering, coast guard and the businesses that support them not on the waterfront.

The proposed development of 184 Commercial Street will forever commit this scarce waterfront real estate to purposes that can be done other places and permanently displace potential marine/waterfront businesses that are more critical to Portland's identity and economy.

The proposed hotel will only exacerbate traffic and create safety issues by restricting access to and from Chandler's Wharf. It does nothing to enhance the waterfront's character other than to make it more of a tourist trap. And the proposed change in building height and setback would violate key zoning rules that have made Commercial Street and it's working waterfront uniquely Portland.

I urge the Planning Board to decline the proposed development of a hotel and the other zoning changes requested to preserve the original intent of the current zoning rules that have for the last 30+ years preserved and enhanced this critically important waterfront.

Best,

Adriano de Cardenas

611 Chandler's Wharf, Portland, Maine 04101

Google Groups

184 Commercial St. and Re-zoning, etc.

kmci <kmcinem@gmail.com>

Jun 22, 2017 10:42 AM

Posted in group: **Planning Board**

Hi there,

I just wanted to let you know that I'm against the rezoning of the area at 184 Commercial St. The character of the area is changing quickly enough; the working waterfront nature is evaporating quickly enough.

Increasing the allowed height in this location would change the accessible feel of that area, and of course the view.

Do we need another hotel?

I live on the East End, and I am increasingly greeted by solid walls of buildings (condo's, commercial buildings, hotels, etc.), and you know there are more in the works.

There is an intangible aesthetic that one appreciates walking through that area - please retain what little we have left. There is no going back.

As I am sure you can appreciate, development today occurs with basically a single primary driver: optimizing return on investment. The output of that thinking tends, not surprisingly, to be buildings that extend to every dimension to achieve the purpose. Please protect this area with the existing zoning.

Kathy McInerney

Google Groups

conditional rezoning in the vicinity of 184 Commercial St

Lois Tiedeken <loistiedeken@gmail.com>

Jun 22, 2017 1:41 AM

Posted in group: **Planning Board**

Dear Planning Board,

I am writing to oppose the rezoning of the site at 184 Commercial St. I am unable to attend the Planning Board Meeting as I will be out of town. As a property owner at Chandlers Wharf I strongly oppose changing the zoning restrictions. First, I oppose rezoning

to allow for hotel use. There are a dozen hotels in this vicinity already, no hardship will exist without another hotel. I also oppose the building height rezoning. Again, there is no need to go above the current zoning restriction. The current residences and

businesses in this area will be spoiled/dwarfed by the overwhelming height. The sunsets that are now enjoyed by nearby properties could be blocked by an oversized building. In addition, the adjacent areas are home to some of Portland's most charming

and authentic waterfront, and another towering hotel/retail/office/restaurant structure will spoil the very things that make this city so appealing to residents and visitors. I say "NO" as well to a set back modification. In order to change the zoning, a hardship must

be demonstrated, and there isn't one here. The existing properties should not to be squeezed by a project that wants to maximize space at the expense of the structures that are already there. Development is inevitable but rezoning is not. The project should

stay within the existing zoning ordinances, they were put there to protect the history, beauty and uniqueness that is Portland.

Sincerely,

Lois Tiedeken

Chandler's Wharf and
Peaks Island

Barbara Barhydt
Development Review Services Manager, Planning Division
389 Congress Street -- 4th Floor
Portland, ME 04101

June 20, 2017

Dear Ms. Barhydt and Members of the Portland Planning Commission,

Thank you for sharing the application materials regarding exemption for project proposed for 184 Commercial Street, Portland, Maine.

Mary Barnes and I, as owners of property immediately adjacent at 716 Chandler's Wharf, are writing to OPPOSE any approval for any exception for this project. Our reasons follow:

1. Planning and subsequent zoning are an indication of community intent derived by best practice, public input, legislative review and voter approval. It is a publicly validated statement of BEST OUTCOME, based on complete and transparent participation, and is not intended for exception regardless of a process for same in place. The 184 Commercial Street Proposal (called hereafter The Project) is a perfect example of a developer assuming that such intent can be excepted and compromised and is a similarly perfect opportunity for your Commission to adhere to intent to implement otherwise. To approve The Project in any form undermines the plan, contravenes the zone, contradicts assumptions by adjacent property owners, and subverts your effectiveness and credibility. For these reasons alone, The Project should be rejected in its entirety.

Further, your Commission is in process of proposing and approving a new plan that not only affirms the water-related utility of the zone but also amplifies the criteria for water access, marine-related use, and other public amenities that The Project will preclude. What is the point of contradicting this new statement of even greater intent at the very moment it is presented for approval? The paradox and absurdity is obvious.

2. The Project is the mother of all requests for exception. It attacks the reality and spirit of the plan in every aspect. It builds to the absolute property line, maximizes volume, creates a barrier to waterfront access, and offers no utility that has any iteration of marine-related use as specified by the plan. It deprives Commercial Street of its last open space for light and water access. It cynically exploits the marine-related use – ferries, excursion boats, and commercial vessels – that already exist, appropriating these as if they are some new contribution as a result of their arrival, clearly unaware or indifferent to the significant disruption of their access and business during a multi-year construction process. The Project offers a hotel, restaurant, and parking – all functions Portland has in some abundance elsewhere (the replacement of existing parking by a multi-story garage may indeed address a need, but please note that almost all present vehicle owners leave the lot for offices in-town where we do not expect they are working at marine-related tasks.) The

"bridge" proposed to connect garage to hotel magnifies the "wall" effect The Project imposes on Commercial Street, has no other utility beyond the convenience of the hotel, and restricts access to the residences and business that exist on its other side. For example, a fire or other emergency in The Project will de facto isolate access and egress to the buildings to the waterside (separated in the proposal by some 20 feet), inhibit fire-fighting on site and in the critically adjacent existing structures, and offer restricted access from anywhere but the water by fireboat and similar equipment that I suspect Portland does not have. The responsibility and liability for this clear public safety situation alone should be grounds for rejection as well.

3. Moreover, The Project impinges on the rights of adjacent property owners by appropriating their physical access, security, air-rights, light, sound protection (roof restaurant, HVAC systems), and other amenities with measurable loss of asset value and specific damages to which The Project is indifferent. Such consequences if associated with a marine-related use are a predictable, acceptable outcome within the present context, but radical change in that context, *as an exception*, constitutes, in our view, "a taking" that should not be allowed. Our hope is that logic and adherence to the excellent specifics and values in the old plan and the new will provide full justification for The Project to be rejected in its entirety. As citizens, we rely on you for the professionalism required to hold fast to the courage of conviction and civic intent as evinced by your stated standards, process, and purpose.
4. Finally, what is the "highest and best use" for the area defined as 184 Commercial Street? Is it parking as now utilized? Or is it an alternative, perhaps not yet "monetized" by developer interest, but calculated to increase the amenity value of this specific area in this specific time and place? If you travel to many waterfront/port cities as I do, you will find that each strives to have a central space where the public -- residents and tourists alike -- may experience the key natural resource that underlies its history and its contemporary vitality. Portland embodies that history and that growing engagement with the sea is authentic and palpable. But how will we continue? By closing access By walking in a brick canyon that permits no relationship to the water? By passing the industrial "working waterfront" kept at a distance? By herding our visitors along sidewalks that connect them away from the center and back to the peripheral pier where their cruise ships dock for a day or two and disappear? Where is that place for the growing, young population of Portland to bring their families and friends to show them a beautiful city that understands its heritage and is continuing the skills and values inherent in a waterfront that is accessible to all, is authentic, and represents the core elements of the marine transport, fishing, international shipping, and port-related financial enterprise that is our future? Should The Project be approved, that opportunity will have been gone and we will all be accountable for the loss.

Thank you for your consideration. Mary Barnes and Peter Neill

716 Chandler's Wharf, Portland, ME -- 207-610-0054

**Comments on proposed re-development of 184 Commercial Street
and on accompanying variance requests
June 21, 2017**

I, Maxine Sclar, have been a 27-year owner and resident of Chandler's Wharf (CW), and I vigorously oppose granting the variances requested by the developers for the re-development of 184 Commercial St.

Of all the developer-requested variances, the most egregious request is to overturn the Waterfront Central Zone's (WCZ's) current, well-conceived prohibition (Section 14-309) on constructing hotels and motels.

Based on their artist's conceptions of the proposed development, the project would radically transform the current, quaint appearance and appeal of this historic Old Port area into an ordinary string of modern buildings lacking any true connection to their waterfront location, and would usher in permit seekers for more hotels in the WCZ.

Most significantly, the proposed project will have negative impacts on resident and visitor safety, as well as property integrity in the waterfront area, including:

- The dramatically-increased difficulty of emergency vehicle access to CW given the congested and easily-blocked, narrow 24' wide roadway.
- Increased service vehicle use of the Commercial St. center lane would further impair driver visibility, particularly for drivers making left turns into or out of the CW access roadway.
- The proposed access roadway is bounded on both sides by building façades extending all the way up to the sidewalks. This creates an additional safety hazard from exiting vehicles in that pedestrians will not be visible until the vehicle is already intruding into the crosswalk.
- The water-taxi dispatch center associated development calls for dredging of the waterway between DiMillo's restaurant and the CW Condominium complex. CW was built on an earthen berm, and the Army Corps of Engineers has warned that nearby dredging can undermine such a berm, resulting in structural damage to the condominium complex. (Note: The CW Association has already had to undertake substantial repair to its garage and utility rooms due to berm "settling" and voids.)

I hope the Planning Board will take some of the above concerns into account at their Workshop on June 22, 2017 at 4:30PM. Thank you!

Sincerely,

Maxine Sclar
Chandler's Wharf Unit Owner and Resident

MONAGHAN LEAHY, LLP

ATTORNEYS AT LAW

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tleahy@monaghanleahy.com

June 21, 2017

Portland Planning Board
City of Portland, Maine

Re: Conditional Rezoning Review; 184 Commercial Street; Fisherman's Wharf Portland, LLC – June 22, 2017 Workshop

To Members of the Planning Board:

Our firm represents Widgery Wharf, Inc., a Maine corporation that since 1964 has owned and operated a facility on the Portland waterfront on Widgery Wharf providing for the storage of traps and supplies, berthing, outbuildings, and related support services for lobstering and fishing businesses. While parking use by others occurs on the Widgery Wharf, Inc. land on the Commercial Street side of the wharf, the past and current users of its wharf are only the above marine users. The purpose of this letter is to object to the conditional rezoning request for the proposed redevelopment at 184 Commercial Street, referred to as the Fisherman's Wharf Redevelopment. Should the conditional rezoning request be approved, the proposed use would have a direct and negative impact on our client's property and the marine-related businesses operating thereon.

As detailed more fully in Ms. Gramando's Memorandum to the Planning Board dated June 16, 2017 (the "**Memo**"), the property in question is located within the Waterfront Central Zone ("**WCZ**") and the Non-marine use overlay zone ("**NMUOZ**"). While certain non-marine uses considered as beneficial to the overall waterfront economy are encouraged within the WCZ, these uses are only allowed "provided they do not interfere with water-dependent and marine-related uses." While this determination involves a balancing act of sorts, the first priority of the WCZ (and, similarly, of the NMUOZ) is to "protect and nurture existing and potential water-dependent uses in a setting that enforces their continued economic viability" (Sec 14-305(a)). Uses such as Widgery Wharf, Inc.'s are provided high priority protection as they are intrinsically connected to the history, character, and beauty of Portland's working waterfront. Allowing for the conditional rezoning for a particular use that is detrimental to such high priority marine-related uses is antithetical to a primary objective of the WCZ and NMUOZ.

If the conditional rezoning request were to be approved, this project would greatly interfere with our client's access to its property and, as such, adversely affect the water-dependent and marine-related businesses thereon. The developer proposes to build, among other structures, a hotel, office building and a 501 space parking garage. Traffic concerns have already been raised in response to the proposed use, primarily by residents of Chandler's Wharf. While attempts were made in the development plans to address these concerns, there seems to have been no consideration taken to the negative impact that increased traffic over Widgery Lane will have upon the fishermen and related services utilizing Widgery Wharf. Widgery Lane is a 20 foot wide private way which provides the only means of ingress and egress from Commercial Street to Widgery Wharf. We acknowledge that both Union Wharf and Fisherman's Wharf have deeded access rights over Widgery Lane, but we question any rights Chandler's Wharf residents have now, have during construction of the proposed development or will have after such construction. The revised plans only further exacerbate these concerns by placing an additional entry point at the front (towards Commercial Street) portion of the lane for the garage and a loop road around the proposed garage which may be intended as restricted for emergency and service vehicles.

While for decades a guardrail has existed along Widgery Lane, preventing vehicles from driving across the 184 Commercial Street property onto the lane, the proposed development would remove this barrier and, in its place, create a constant source of traffic upon Widgery Lane.¹ Such an increase in traffic poses both business and safety concerns to the fishermen that utilize Widgery Wharf, as the difficulty of navigating the shared road will be exponentially increased. Although our client recognizes the value of development on the waterfront within the constraints of applicable zoning rules, it is clear that the traffic that this particular use will create will have a substantial negative effect on the current marine uses on Widgery Wharf.

Standards 6 and 7 of the conditional rezoning standards are of particular note. In regards to Standard 6, we contend that the development as proposed does not respond sufficiently to the uniqueness of the traffic situation in the area in a way that is consistent with the purpose of the WCZ, particularly the first priority purpose, which is "to protect and nurture existing and potential water-dependent uses in a setting that enforces their continued economic viability." Similarly, Standard 7 is not satisfactorily met; the development, as proposed, will adversely affect the efficient operation of the marine uses on Widgery Wharf, by producing a less efficient, over burdened access way.

¹ Note, that the increase in traffic and additional access to Widgery Lane is problematic not only from a traffic flow standpoint, but from a legal perspective as well; the increased use in the road could amount to an overburdening of the easement over Widgery Lane and/or an unreasonable interference with our clients' own easement rights. Additionally, it appears that Widgery Lane would be used by owners of property (especially during construction, but likely afterwards as well) that is not benefited by current rights over the road (e.g. the Chandler's Wharf lot).

Portland Planning Board

June 21, 2017

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For the reasons explicated herein, we ask that the Planning Board reject the conditional rezoning request.

Best regards,

Monaghan Leahy, LLP

Thomas G. Leahy

By Thomas G. Leahy, Esq.

TGL/kmd

By Email: planningboard@portlandmaine.gov



Memorandum
Planning and Urban Development Department
Planning Division

To: Chair Boepple and Members of the Portland Planning Board
From: Shukria Wiar, Planner
Date: June 15, 2017
Re: Three-unit Residential Building, 88 Walnut Street
JP Sheridan, LLC
Preliminary Review
Project #: 2017-099 **CBL:** 012-P-003
Meeting Date: June 22, 2017

I. INTRODUCTION

Eric Dube, Casco Bay Engineering, on behalf of JP Sheridan, LLC has submitted a Level III Site Plan and Subdivision application for the construction of a three-unit residential building on a 5,759 square feet “urban infill” site at 88 Walnut Street in the East End. The building will be a two-story structure, with a three-car garage on the ground floor and the three apartments above. Currently there is a parking garage on the site. It is surrounded by multifamily houses. The site is within the Commercial Business B-2b zone.

This proposal is being reviewed as a preliminary plan subject to the Site Plan and Subdivision Ordinance of Land Use Code. The project will also be reviewed against the *B-2 and B-2b Commercial Business Zone Standards* and the *Two-Family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters Standards*.

Two hundred and sixty-seven (267) notices were sent to area residents within 500 feet of the site and the interested party list. A notice also appeared in the June 12th and 13th, 2017 editions of the *Portland Press Herald*.

Applicant Name	JP Sheridan, LLC
Consultants	
Agent Representative	Eric Dube of Casco Bay Engineering
Engineer	Eric Dube of Casco Bay Engineering
Surveyor	John Schwanda of Owen Haskell Inc.
Architect	Anne Callender, Whipple-Callender Architects

Project Review

<i>Review</i>	<i>Applicable Standards</i>
Site Plan	14-526
Subdivision	14-491
Design Manual	B-2 and B-2b Commercial Business Zones Standards, and (i) Two-Family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, And Emergency Shelters

Requests for Waivers

<i>Waiver Request</i>	<i>Applicable Standards</i>
Sidewalk Waiver- To allow no sidewalk on Sheridan Street.	Section 14-498 8(a) Sidewalks and curbs: <i>Sidewalks shall be constructed on each side of each street in accordance with article III of chapter 25. Sidewalks to</i>

	<i>be used by pedestrians are to be so located as to minimize contacts with normal automotive traffic, with preference given to interior walks away from streets in common open space in block interiors.</i>
Location and spacing of driveways- To allow driveway spacing of about 3 feet.	Technical Manual Section 1.7.1 Residential development with nine (9) parking spaces or less: <i>Minimum/maximum driveway width: Any site shall have a minimum driveway width of ten (10) feet and a maximum width of twenty (20) feet measured at the property line. Location of driveway: A driveway shall be located on the lot in a manner to provide a minimum distance of twenty (20) ft spacing between it and adjacent driveways. This spacing shall be measured between edge of driveways at the property line. If the development is a Level III site plan with frontage on an arterial roadway, the standards listed in the table under section 1.6.1.7 shall apply. No more than one (1) driveway shall be permitted.</i>

II. PROJECT DATA

Existing Zoning	B-2b Commercial Business Zone
Existing Use	Residential
Proposed Use	Residential- Apartments for Rental
Proposed Development Program	3 residential units
- Bedroom Mix	2 two-bedroom units, 1 three-bedroom unit
Parcel Size	5,759 SF
Proposed Parking	3 spaces

	<i>Existing</i>	<i>Proposed</i>	<i>Net Change</i>
Building Footprint	621 SF	1,932 SF	1,311 SF
Building Floor Area	621 SF	5,506 SF	4,885 SF
Impervious Surface Area	1,886 SF	3,182 SF	1,296 SF
Parking Spaces (on site)	3	3	0
Bicycle Parking Spaces	0	0	0
Estimated Cost of Project	\$1,000,000		

III. EXISTING CONDITIONS

The site is 5,759 SF that has an existing curb cut on Walnut Street. Currently the parcel has a one-story, three-car garage, which will be demolished. The site is surrounded by single-family and multifamily homes. The property does have an extended curb cut that is shared with an existing adjacent lot.

IV. PROPOSED DEVELOPMENT

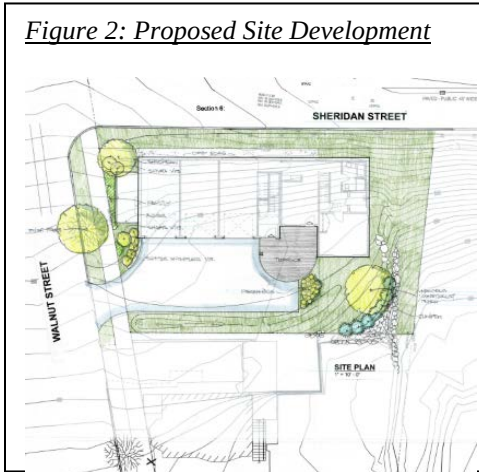
The proposal, including floor plans and elevations, are included in the plan set and have been revised to address staff

Figure 1: Proposed Site



concerns. The development project is proposed as new construction of a two-story building with a three-car garage on the ground floor and the three-unit apartments above. At two stories high, the scale of this building will be in balance the residential uses of the street and neighborhood.

Figure 2: Proposed Site Development



Vehicle access is proposed from Walnut Street via the existing drive shared with the existing house. Three parking spaces and no bicycle parking spaces are proposed on the site. The parking area is not visible from Sheridan Street and slightly visible from Walnut Street since it is tucked-away in the building. The building main entrance is not proposed at the sidewalk but the building will have a walkway and steps that will lead to the entrance. There is no entrance from Sheridan Street.

The building is proposed at the sidewalk on Walnut Street. The building will have two decks at the front façade and a gabled roof with three separate dormers similar to other building along the street. These features articulate the main façade of the building.

Below are the renderings of the proposed building from the Walnut and Sheridan Streets.



CORNER OF SHERIDAN AND WALNUT



WALKWAY FROM WALNUT



VIEW FROM WALNUT OF WEST SIDE



SOUTHSIDE FROM SHERIDAN STREET

V. PUBLIC COMMENT

As of the writing of this report, no public comments have been submitted. The applicant did not hold a neighborhood meeting since the subdivision is for three units only; project developments that have five or greater

units or lots are required to hold a neighborhood meeting.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

a. The owner of the property is JP Sheridan LLC. The applicant has provided a copy of a short form quitclaim deed, recorded at the Cumberland County Registry of Deeds (Book 33444 Page 11), which demonstrates their right, title and interest in the property.

b. The estimated cost of the development is \$1,000,000. The applicant has submitted a letter from Camden National Bank, dated June 12, 2017, as demonstration of their financial and technical capacity to complete the proposed development.

VII. ZONING ASSESSMENT

The proposed project is to build a two-story, three-unit apartment building and is a permitted use in the B-2b zone since the zone allows multi-family dwellings. Under the zone all of the dimensional requirements are being met. For off street parking, Division 20 requires one parking space per unit for residential uses on the peninsula. Three parking spaces are shown. Under external effects, section 14-167(b), the maximum noise requirement of 55 decibels at lot boundaries shall be maintained.

VIII. DEVELOPMENT REVIEW

A. SITE PLAN SUBMISSION REQUIREMENTS (Section 14-527) and SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (Section 14-496)

The applicant has not submitted a recording plat. The plat will need to note the number of proposed units and associated parking on site. The final plat will need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry of Deeds within 90 days of a Planning Board decision.

B. SUBDIVISION (Section 14-497)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's Subdivision Ordinance and applicable regulations. Staff comments are listed below.

1. Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) 1), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)

Plans, notes, and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500. Lauren Swett, P.E. with Woodard and Curran Engineering, has reviewed the erosion and sediment control plan and finds them acceptable.

2. Sufficient Water Available (Section 14-497 (a) 2 and 3)

The project will be served by the existing utility services located in Walnut Street. The Applicant has contacted the Portland Water District and the City Department of Public Services requesting ability to serve water and sewer demand, and awaits response. Confirmation of ability to serve water and sewer from PWD and DPS should be forwarded to the Planning Authority upon receipt before the public hearing.

3. Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)

The applicant is proposing access to the site from an existing curb cut on Walnut Street. This curb cut is about two to three feet from an existing curb cut on the abutting site, and does not meet the driveway separation standard. The Technical Manual Section 1.7.1 Driveway Separation Standard for Residential development with nine (9) parking spaces or less states:

Minimum/maximum driveway width: Any site shall have a minimum driveway width of ten (10) feet and

a maximum width of twenty (20) feet measured at the property line.

Location of driveway: A driveway shall be located on the lot in a manner to provide a minimum distance of twenty (20) ft spacing between it and adjacent driveways. This spacing shall be measured between edge of driveways at the property line. If the development is a Level III site plan with frontage on an arterial roadway, the standards listed in the table under section 1.6.1.7 shall apply.

No more than one (1) driveway shall be permitted.

Tom Errico, P.E. Ty Lin reviewed the proposal's details, including the access, parking, and vehicle circulation (Attachment 1) and states the following regarding the driveway separation:

The applicant shall provide documentation in support of a waiver from the City's driveway separation standard. While an existing condition, the driveway separation is significantly non-compliant.

The proposed project is not anticipated to cause unreasonable traffic congestion.

4. Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)

Please refer to Paragraph VIII (B) 2, above.

5. Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8)

The proposal site is not within an historic district but is with 100 feet of historic landmark. It is in an urban neighborhood surrounded by a variety of residential building types. The proposed building does not impact the natural beauty of the area or adversely affect any significant wildlife habitat, rare or irreplaceable natural areas, or any public access to the shoreline. The staff finds the proposal in conformance with this standard.

6. Comprehensive Plan (Section 14-497 (a) 9)

The staff has identified the following goals and policies which are relevant to the proposed housing development and finds the proposal in conformance with the Comprehensive Plan:

Housing: A Livable City

State Goals: To encourage and promote affordable decent, housing opportunities for all Maine citizens

Local Goals:

- Increase, preserve, and modify the overall supply of housing City-wide to meet the needs, preferences and financial capabilities of all Portland households.
- Encourage additional contextually-appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Encourage quality, sustainable design in new housing development.

Goals from Future Strategies:

9. Adopt Affordable Housing

- Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods.

7. Financial Capability (Section 14-497 (a) 10)

The estimated cost of the development is \$1,000,000. The applicant has submitted a letter from Camden National Bank, dated June 12, 2017, as demonstration of their financial and technical capacity to complete

the proposed development.

C. SITE PLAN STANDARDS (Section 14-526)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's site plan ordinance and applicable regulations. Staff comments are listed below.

1. Transportation Standards

a. Impact on Surrounding Street Systems and Access and Circulation

See Subdivision, Paragraph VIII (B) (3), above.

b. Construction Management Plan

A construction management plan has not been submitted by the applicant for review. All construction needs to be proposed within the limits of the property lines.

c. Sidewalks

There is an existing concrete sidewalk on Walnut Street and no sidewalk on Sheridan Street. The applicant is not proposing to install new sidewalk along their frontage on Walnut Street or Sheridan Street. Given the extent of utility work being proposed in the right-of way of Walnut Street, that sidewalk may have to be replaced. Ms. Swett has reviewed this and has the following comment:

All work within the City Right-of-Way is required to comply with City of Portland Technical Standards. Applicant should provide details for the following items, and any others that may be required, in accordance with the standards:

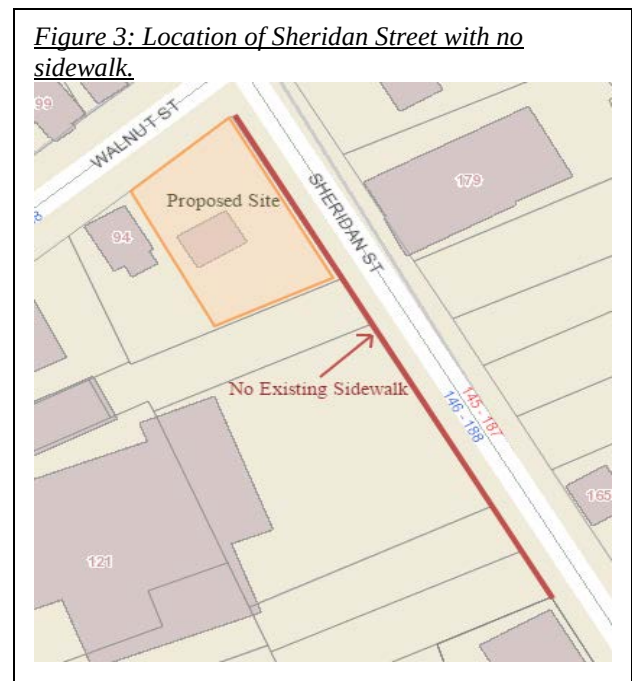
- a) Reinforced Concrete Sidewalk (repair for utility crossings)*
- b) Vertical Granite Curb and Tipdowns*
- c) Typical Pipe Trench Installation*
- d) Pavement Repair*

No sidewalk is proposed for Sheridan Street. The remainder of Sheridan Street generally has existing sidewalks on both sides of the street; the only gap is at this property and several abutting properties to the south (see map).

Staff has requested that the applicant submit documentation as to how they are meeting the sidewalk waiver criteria. Staff recommends that a sidewalk be proposed at this location.

Mr. Errico has reviewed the application and offers the following recommendation:

- *The applicant shall conduct a sidewalk waiver evaluation per City Ordinance Criteria. My initial assessment and field review of area conditions is that a sidewalk is required.*
- *The design of the driveway apron shall account for a sidewalk accessibility route that shall not exceed 2 percent.*
- *The existing sidewalk material policy is brick on Walnut Street and the current plan maintains the existing concrete surface. Accordingly, this may not meet City sidewalk material standards. There is a*



provision for use of alternative materials if the sidewalk is in good condition and the disturbed section represents less than 50% of the block. This needs to be evaluated. I would also note that the City Policy is for the driveway apron material to match the sidewalk material.

This site is in the brick district; therefore, the sidewalk and driveway apron may need to be in brick.

d. Public Transit Access

The public transit requirements do not apply to this project.

e. Parking

There are three parking spaces in the proposed garage, which is located on the side of the property and away from the street. Per zoning, development on the peninsula, is required to have one parking space per unit. This development is meeting the parking standards.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

There are no known significant natural features on the site.

b. Landscaping and Landscape Preservation

The site will have landscaping along the front of the building as well as a rain garden along the back of the property. The applicant is proposing two trees on the site as part of the development, one in front of the building that will be visible from the right-of way, and one at the rear of the building which may be visible from the street but is a distant away. The street tree requirement would be one tree per unit, or three street trees, in or within 20 feet of the ROW. The tree in the back of the property will not qualify as a street tree. Therefore, the applicant will either need to provide the additional two street trees or contribute to the City's Tree Fund.

c. Water Quality, Storm Water Management and Erosion Control

Currently the stormwater drainage from the site flows southwest along the property before running off onto abutters' property towards Washington Avenue. In this area, there is no separated storm drain system. Instead of draining the stormwater in the City's combined sewer system, the applicant is proposing to infiltrate, retain, and reduce the peak runoff rate that leaves the site. As part of this, a rain garden is proposed on site. This garden is designed to be able to hold runoff from the 2-,10- and 25- year storm.

Under Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. Lauren Swett, P.E. with Woodard and Curran Engineering, has reviewed the drainage plan and stormwater report, and offers her recommendations; please see Attachment 3 for the complete analysis.

- a. *General Standards: The project will result in an increase in impervious surface. The area of increase is unclear as the areas vary on the application narrative and the application form. The Applicant is proposing to install a rain garden that will provide adequate treatment for the proposed project. We have the following comments:*
 - ii) *The Applicant should provide sizing calculations showing that the rain garden has been sized per MaineDEP Stormwater Best Management Practices manual.*
 - iii) *The Rain Garden elevations provided on drawing Sheet C200 do not match elevations provided within the post-development HydroCAD Model. Please clarify.*
 - iv) *The proposed snow storage should not be located within the rain garden swale.*
- b. *Flooding Standards: The project will result in an increase in impervious surface (area unclear as noted above). The model indicates that peak flows will be reduced in the post-development condition in accordance with the requirements of the Flooding Standard. Note that prior to this project, stormwater*

was not discharged directly to the City's stormwater infrastructure. The proposed flow is very small, but the City will need to verify capacity, and the Applicant will also be required to provide additional information on how the proposed stormwater connection will be made.

- c. *The Stormwater Management Plan should include a stormwater inspection and maintenance plan developed in accordance with and in reference to MaineDEP Chapter 500 guidelines and Chapter 32 of the City of Portland Code of Ordinances.*

3. *Public Infrastructure and Community Safety Standards*

a. Consistency with Master Plans

See Subdivision, Paragraph VIII (B)6 above.

b. Public Safety and Fire Prevention

The Crime Prevention through Environmental Design (CPTED) standards in the site plan ordinance address the principles of natural surveillance, access control and territorial reinforcement so that the design of developments enhance the security of public and private spaces and reduce the potential for crime. The applicant has not submitted a lighting and photometric plan. Overhead lighting may be required to provide lighting for the area by the entrance. This will be reviewed when a lighting plan is submitted.

c. Availability and Adequate Capacity of Public Utilities

The project will be served by the existing utility services located in Walnut Street. The Applicant has contacted the Portland Water District and the City Department of Public Services requesting ability to serve water and sewer demand, and awaits response. Confirmation of ability to serve water and sewer from PWD and DPS should be forwarded to the Planning Authority prior to the public hearing.

4. *Site Design Standards*

a. Snow and Ice Loading

The applicant has not shown proposed on-site snow storage and should address how snow removal will be handled on the final plan.

b. View Corridors

This site is not within a Protected View Corridor as per the "View Corridor Protection Plan" approved by the Portland City Council in 2001.

c. Historic Resources

The site is within the 100-foot setback of the historic landmark, the Portland Water District Pumping Station. The project does have to be reviewed by Historic Preservation staff and as part of the design review of the project, Deb Andrews, Historic Preservation Program Manager, was among one the reviewers.

d. Exterior Lighting

A lighting and photometric plan has not been submitted for review. All exterior site lighting including lighting of building entrances will be cutoff with no light emitted above the horizontal plane or spilled onto adjacent properties or streets. Illumination levels will be adequate but not excessive for the safety, comfort and convenience of occupants and user of the site and will conform to all applicable standards of Section 12 of the Technical Manual.

e. Noise and Vibration

All heating, ventilation and air conditioning equipment (HVAC), air handling units (AHU), emergency generators, and similar equipment will have to be shown on the plans and meet state and federal emissions requirements. This mechanical equipment should be located to the interior of the site, away from abutting residential properties, and be screened from view from any public street and from adjacent sites by structure walls, evergreen landscaping, fencing, masonry wall or a combination thereof. This information will have to be submitted for review.

f. Signage and Wayfinding

This standard does not apply to the proposal.

g. Zoning Related Design Standards

The project at 88 Walnut Street was reviewed according to the *City of Portland Design Manual* standards by Caitlin Cameron, Urban Designer, Shukria Wiar, Planner, and Deb Andrews, Historic Preservation Program Manager against the *B2 Commercial Business Zones Standards* (Section (d) of the Design Manual) and *Multiple-Family Standards*. The site is within 100' of a historic landmark.

Ms. Cameron has found the proposal to be in general compliance. However, there are a few standards have not been met (Attachment 3). Excerpts from Ms. Cameron memo are below:

Design Review Comments:

(d) B-2b Commercial Business Zones

Standard (1) c. Building Entrances – Typically, entrance would be provided at front porch or side porch that extends to the street, however with this project the primary building entrance is mid-block and not oriented to either street. The steep topography of the site does create some challenges here – steps are provided from sidewalk to the entrance. Staff suggest revisions to the design that bring more emphasis to the entry which currently reads as an incidental or secondary entrance, especially because it is under a porch rather than a more formal roof or canopy.

(i) Two-Family, . . . Multiple-Family . . . :

Standard (2). Relationship to Street – Building placement is typical of the residential properties in the context – slightly setback to allow for stoops, porches, landscaping and privacy. In this case, the building provides a multi-story porch and landscaping at the street. However, no true front entrance is provided oriented to the street.

Standard (5). Parking – Parking is structured; however, driveway is currently not screened from all neighboring properties.

IX. NEXT STEPS (PRIOR TO FINAL PLAN SUBMISSION)

1. Submit draft Subdivision Plat
2. Submit sidewalk waiver addressing sidewalk waiver criteria
3. Submit driveway separation waiver
4. Address the staff review, Memo and Planning Board comments

ATTACHMENTS:

Staff Review Comments and Background Information

1. Traffic Engineering Review (Tom Errico, T Y Lin), comments dated 06.14.2017
2. Civic Engineer Review, Lauren Swett, dated 06.09.2017
3. Urban Designer Review, Caitlin Cameron, dated 05.19.2017

Applicant's Submittal

- A. Cover Letter and Project Description
- B. Application
- C. Site Plan and Code Review Summary
- D. Right, Title, or Interest
- E. Stormwater Report
- F. Financial Capacity and Technical Capacity

Plans

- Plan 1 16-195 Property Survey
- Plan 2 Cover Sheet
- Plan 3 Site Utilities and Drainage Plan
- Plan 4 Pre and Post Watershed Plan
- Plan 5 Site Details
- Plan 6 Site Details (2)
- Plan 7 Erosion Control Details
- Plan 8 C0-C300
- Plan 9 EHP 88 Walnut planting sketch
- Plan 10 EHP A1 MODEL VIEWS & PHOTOS
- Plan 11 EHP A2 PLANS & ELEVATIONS
- Plan 12 Boundary Survey
- Plan 13 Landscape Architect



Shukria Wiar <shukriaw@portlandmaine.gov>

88 Walnut Street - Preliminary Traffic Comments

Tom Errico <thomas.errico@tylin.com>

Wed, Jun 14, 2017 at 2:21 PM

To: Shukria Wiar <shukriaw@portlandmaine.gov>

Cc: Katherine Earley <kas@portlandmaine.gov>, Jeremiah Bartlett <JBartlett@portlandmaine.gov>, Lauren Swett <lswett@woodardcurran.com>, "Jeff Tarling (JST@portlandmaine.gov)" <JST@portlandmaine.gov>

Shukria – The following summarizes my preliminary traffic comments for the project.

- The applicant shall conduct a sidewalk waiver evaluation per City Ordinance Criteria. My initial assessment and field review of area conditions is that a sidewalk is required.
- The applicant shall provide documentation in support of a waiver from the City's driveway separation standard. While an existing condition, the driveway separation is significantly non-compliant.
- The design of the driveway apron shall account for a sidewalk accessibility route that shall not exceed 2 percent.
- The existing sidewalk material policy is brick on Walnut Street and the current plan maintains the existing concrete surface. Accordingly, this may not meet City sidewalk material standards. There is a provision for use of alternative materials if the sidewalk is in good condition and the disturbed section represents less than 50% of the block. This needs to be evaluated. I would also note that the City Policy is for the driveway apron material to match the sidewalk material.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE

Senior Associate

Traffic Engineering Director

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"One Vision, One Company"

MEMORANDUM



TO: Shukria Wiar, Planner
FROM: Lauren Swett, P.E. & Craig Swett, E.I.T.
DATE: June 9, 2017
RE: J.P. Sheridan, LLC Apartments , Level III Site Plan Application

Woodard & Curran has reviewed the Level III Site Plan Application for the proposed development located at 88 Walnut Street in Portland, Maine. The project involves the construction of a two-story apartment building with a three car garage on the ground floor and three (3) units above.

Documents Reviewed by Woodard & Curran

- Level III Site Plan Application and attachments, dated May 2, 2017 prepared by Casco Bay Engineering , on behalf of J.P. Sheridan, LLC Apartments.
- Engineering Plans, Sheets C0, C100, C101, C200, C201, & C300, dated May 2, 2017 prepared by Casco Bay Engineering , on behalf of J.P. Sheridan, LLC Apartments.
- Landscaping Plan prepared by Anthony Muench Landscape Architect, on behalf of J.P. Sheridan, LLC Apartments.
- Architectural Plans A1 & A2, dated May 15, 2017 prepared by Whipple Callender Architects, on behalf of J.P. Sheridan, LLC Apartments.

Comments

- 1) Per Section 13 of the City's Technical Manual, the Applicant is required to submit a Boundary Survey that has been Stamped by a Maine Licensed Professional Surveyor. The included Boundary Survey has not been stamped or signed.
- 2) Final plans must be stamped by a professional engineer (Section 14-527, sub-section (e) of the City of Portland Land Use Ordinance).
- 3) Per Section 12 of the City's Technical Manual, the Applicant is required to submit a photometric plan demonstrating minimal light trespass from the site.
- 4) In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:
 - a) Basic Standards: Plans, notes, and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500.
 - b) General Standards: The project will result in an increase in impervious surface. The area of increase is unclear as the areas vary on the application narrative and the application form. The Applicant is proposing to install a rain garden that will provide adequate treatment for the proposed project. We have the following comments:
 - i) The Applicant should provide sizing calculations showing that the rain garden has been sized per MaineDEP Stormwater Best Management Practices manual.
 - ii) The Rain Garden elevations provided on drawing Sheet C200 do not match elevations provided within the post-development HydroCAD Model. Please clarify.
 - iii) The proposed snow storage should not be located within the rain garden swale.
 - c) Flooding Standards: The project will result in an increase in impervious surface (area unclear as noted above). The model indicates that peak flows will be reduced in the post-development condition



in accordance with the requirements of the Flooding Standard. Note that prior to this project, stormwater was not discharged directly to the City's stormwater infrastructure. The proposed flow is very small, but the City will need to verify capacity, and the Applicant will also be required to provide additional information on how the proposed stormwater connection will be made.

- 5) The Stormwater Management Plan should include a stormwater inspection and maintenance plan developed in accordance with and in reference to MaineDEP Chapter 500 guidelines and Chapter 32 of the City of Portland Code of Ordinances.
- 6) All work within the City Right-of-Way is required to comply with City of Portland Technical Standards. Applicant should provide details for the following items, and any others that may be required, in accordance with the standards:
 - a) Reinforced Concrete Sidewalk (repair for utility crossings)
 - b) Vertical Granite Curb and Tipdowns
 - c) Typical Pipe Trench Installation
 - d) Pavement Repair

Planning and Urban Development Department Planning Division



Subject: B-2 Design Review – 88 Walnut Street
Written by: Caitlin Cameron, Urban Designer
Date of Review: Friday, May 19 2017

The project at 88 Walnut Street was reviewed according to the *City of Portland Design Manual* standards by Caitlin Cameron, Urban Designer, Shukria Wiar, Planner, and Deb Andrews, Historic Preservation Program Manager against the *B2 Commercial Business Zones Standards* (Section (d) of the Design Manual) and *Multiple-Family Standards*.

Design Review Comments:

(d) B-2b Commercial Business Zones

Standard (1) a. Urban Street Wall – Building placement is near the property lines on both streets with a setback on Walnut to accommodate a porch structure. Project is facing predominantly residential streets and adopts residential orientation and placement.

Standard (1) b. Mixed Uses – Not applicable

Standard (1) c. Building Entrances – Typically, entrance would be provided at front porch or side porch that extends to the street, **however with this project the primary building entrance is mid-block and not oriented to either street.** The steep topography of the site does create some challenges here – steps are provided from sidewalk to the entrance. Staff suggest revisions to the design that bring more emphasis to the entry which currently reads as an incidental or secondary entrance, especially because it is under a porch rather than a more formal roof or canopy.

Standard (1) d. Windows – Windows are provided along both street frontages.

Standard (1) e. Façade Character – No active or public portions of this building – porch provided as an architectural feature facing Walnut Street.

Standard (1) f. Building Design – Not applicable

Standard (1) g. Building Materials – Primary material is clapboard with trim details in keeping with traditional residential character of the neighborhood.

Standard (1) h. Building Scale – Building is in scale with traditional residential context on both streets.

Standard (1) i. Landscaping and Buffers – Parking is structured, drive is not screened from neighboring property. Landscaping provided along front setback as required.

(i) Two-Family, . . . Multiple-Family . . . :

Standard (1). Exterior Design – Building is quite traditional in character with a front-end gable roof line and two and a half story height – all in keeping with the single and two-family traditional vernacular on Walnut Street. Sheridan Street façade is treated as secondary with subsidiary gable roof forms, smaller and fewer window openings. Windows have vertical proportion and facades have mostly symmetrical composition. Porch is provided on front façade though without the front entry.

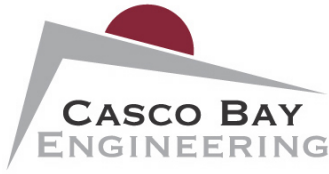
Standard (2). Relationship to Street – Building placement is typical of the residential properties in the context – slightly setback to allow for stoops, porches, landscaping and privacy. In this case, the building provides a multi-story porch and landscaping at the street. **However, no true front entrance is provided oriented to the street.**

Standard (3). Open Space – Open spaces provided through porches.

Standard (4). Light and Air – All units provided with ample windows.

Standard (5). Parking – Parking is structured, however, **driveway is currently not screened from all neighboring properties.**

Standard (6). Not applicable



CIVIL & STRUCTURAL ENGINEERING
www.cascobayengineering.com

424 Fore St., Portland, ME 04101 Phone 207.842.2800 Fax 207.842.2828

SECTION 1:

April 28, 2017

City of Portland
Planning Department
389 Congress Street
Portland, ME 04101

RE: 88 Walnut Street – Proposed Building
Project Narrative

Dear Planning:

We are providing this project narrative for our Level III and site plan submission. This project proposes the creation of a 1,950 square foot building along with the removal of an existing garage. The building will be a two-story structure, with a three car garage on the ground floor and three (3) single family apartments above.

The existing building was originally developed in 1927 for residential living with parking in the adjacent one-story garage.

Parking

In lieu of the demolished garage, a new driveway will be built north of the existing retaining wall leading directly to the new building. The new building will include a three-car garage, which is to be used for parking. The existing driveway south of the retaining wall will remain in place.

Drainage

The existing lot is predominantly vegetated on a significant slope and does not employ any drainage systems to handle the pre-developed stormwater runoff. Included in the site plan is a design for a rain garden that will be used to retain and treat a portion of the proposed stormwater. Stormwater runoff from the north side of the roof and the entirety of the new parking lot will drain towards the rain garden, treating a total of 2,720 square feet of impervious cover. Additionally, the rain gardens drainage area will also treat 964 square feet of runoff from landscaped terrain.

Due to the steep slope on the southeast side of the property, the rain garden will not treat the runoff produced from the southeast side of the new building's roof. Additionally, the impervious area to the west of the retaining wall will remain untreated, leaving approximately 690 square feet of untreated impervious area.

When factoring in the demolition of the existing garage, this project reduces the amount of untreated impervious runoff coming from the property. In its existing state, the area of interest contains 1,931 square feet of impervious cover, all of which leads to untreated runoff. In the proposed plan, the overall impervious area would increase to 2,752 square feet, but only 690 square feet of impervious area would not fall into the rain gardens drainage area. This net decrease in untreated impervious area, combined with the additional 964 square feet of landscaped area being treated by the rain garden will ultimately improve and increase the quality of stormwater leaving the site. Please refer to the watershed plans and the stormwater analysis attached to this submittal for additional information.

Utilities

We are proposing a new 4 inch sewer service from the new building to the proposed sewer line located in Walnut Street. We are also proposing two new water lines from the proposed building to the existing water line in Walnut Street. Both lines will connect through the southwest side of the house, passing under the proposed driveway. Electrical service will be provided by attaching an overhead electric line to an electric meter on the north side of the proposed building. This service will be tied in to Utility Pole 23 on Sheridan Street.

The rain garden will discharge stormwater runoff via infiltration and an emergency 6" PVC pipe overflow and grate system into the existing street storm drain system in Walnut Street. There will be no utility changes to the existing two-story structure located south of the retaining wall.

Lighting

The proposed building will feature two building mounted exterior lights, one each on the south and west faces. On the south side, the wall light will be placed adjacent to the front door. The light on the west side will serve a similar function.

Landscaping

Existing landscaping begins with a steep slope going east to west, featuring a mostly landscaped terrain that becomes more vegetated near the southern property line. The slope levels out at the existing driveway and garage before reaching an approximate three-foot drop at the retaining wall. Everything past the retaining wall will not be disturbed, and the landscaping will remain unchanged.

New landscaping will be created in all disturbed areas. Trees and bushes shall be planted alongside the north property line, and a riprap slope shall be installed on the southwest corner of the disturbed area. See the attached landscaping plan for further details.

Waivers

We are requesting two separate waivers for the proposed project as follows:

1. The first is for the driveway distance requirements. We have an existing curb cut opening that is shared with the existing building on Walnut street. Due to the steep grading and proximity to Sheridan street, it would be nearly impossible for us to provide a curb cut between the existing curb cut and Sheridan street. We are requesting permission to utilize the existing curb cut that accesses the existing garage that is scheduled to be removed as part of this project.
2. The second is for the sidewalk requirement on Sheridan street. There is an existing sidewalk on the northeast side of Sheridan street for pedestrian access. We are proposing to have the new building directly adjacent to the existing street and guardrail. With this proposed design we will not be able to construct a sidewalk with an esplanade. A proposed sidewalk would also be constructed to the limits of the new building foundation. Walking south on Sheridan street past the proposed building is a very steep slope for approximately 200 feet that would be nearly impossible to extend a proposed sidewalk from the front of the proposed building. For these reasons we are requesting a waiver.

Planning Board Approval

Please see the attached site plan application which includes the following:

- Mail notification of site plan application to all abutters.
- Soil erosion and sedimentation plan
- Stormwater Management Plan
- Existing and Proposed site plans showing property line, setbacks, building additions, parking, grading, utilities, drainage, wetlands, lighting, landscaping and any other exterior features.
- Parking space allocation based on City requirements.

We look forward to working with you through the planning board approval phase. Please contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Dube', with a stylized flourish extending to the right.

Eric Dube, P.E.
Casco Bay Engineering

Section 2:



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 III: 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).

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division

Fourth Floor, City Hall
389 Congress Street
p.m. (207) 874-8719

planning@portlandmaine.gov

Office Hours

Monday thru Friday
8:00 a.m. – 4:30

PROJECT NAME:J.P. Sheridan LLC Apartment**PROPOSED DEVELOPMENT ADDRESS:**88 Walnut St**PROJECT DESCRIPTION:**New three family apartment building with attached three car garage**CHART/BLOCK/LOT:** 12, P. 3**PRELIMINARY PLAN** _____ (date)**FINAL PLAN** _____ (date)**CONTACT INFORMATION:**

Applicant – must be owner, Lessee or Buyer Name: <u>Jake Edwards</u> Business Name, if applicable: <u>JP Sheridan, LLC</u> Address: <u>PO Box 715</u> City/State: <u>So. Freeport, ME</u> Zip Code: <u>04078</u>	Applicant Contact Information Work #: Home #: Cell #: <u>207.415.3037</u> Fax#: e-mail: <u>jedward3@gmail.com</u>
Owner – (if different from Applicant) Name: Address: City/State: Zip Code:	Owner Contact Information Work #: Home #: Cell #: Fax#: e-mail:
Agent/ Representative Name: <u>Eric Dube</u> <u>Casco Bay Engineering</u> Address: <u>424 Fore St</u> City/State: <u>Portland, ME</u> Zip Code: <u>04101</u>	Agent/Representative Contact information Work #: <u>207-842-2800</u> Home #: Cell #: <u>207-712-7022</u> Fax#: <u>842-2828</u> e-mail: <u>ericd@cascobayengineering.com</u>
Billing Information Name: <u>Jake Edwards</u> Address: <u>JP Sheridan, LLC</u> <u>PO Box 715</u> City/State: Zip Code: <u>So. Freeport, ME 04078</u>	Billing Information Work #: Home #: Cell #: <u>207.415.3037</u> Fax#: e-mail: <u>jedward3@gmail.com</u>

Engineer ERIC DUBE Name: CASCO BAY ENGINEERING Address: 424 FORE ST City/State: PORTLAND ME Zip Code: 04101	Engineer Contact Information Work #: 842.2800 Home #: _____ Cell #: 712.7022 Fax#: 842.2828 e-mail: ericd@cascobayengineering.com
Surveyor JOHN SCHWANDA Name: OWEN HASKELL INC. Address: 390 US ROUTE ONE City/State: FALMOUTH ME Zip Code: 04105	Surveyor Contact Information Home #: _____ Work #: 774.0424 X30 Cell #: _____ Fax#: 774.0511 e-mail: jschwanda@owenhaskell.com
Architect ANNE CALLENDER Name: WHIPPLE · CALLENDER ARCHITECTS Address: PO BOX 1276 City/State: PORTLAND ME Zip Code: 04104	Architect Contact Information Work #: 207.775.2696 X105 Home #: _____ Cell #: _____ Fax#: 775.3631 e-mail: anne@whipplecallender.com
Attorney Name: Address: City/State: Zip Code:	Attorney Contact Information Work #: Home #: Cell #: Fax#:
Designated person/person(s) for uploading to e-Plan: Name: ANNE CALLENDER e-mail: anne@whipplecallender.com Name: ERIC DUBE e-mail: ericd@cascobayengineering.com Name: JAKE EDWARDS e-mail: jedward3@gmail.com	

APPLICATION FEES:

Level III Development (check applicable reviews) ☒ Less than 50,000 sq. ft. (\$750.00) ☐ 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 (\$50.00 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 (\$1,500) ☐ Stormwater Quality (\$250) ☐ Subdivisions (\$500 + \$25/lot) # of Lots x \$25/lot = ☐ Site Location (\$3,500, 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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INSTRUCTIONS FOR ELECTRONIC SUBMISSION:

Please refer to the application checklist (attached) for a detailed list of submission requirements.

1. Fill out the application completely and e-mail the **application only** to planning@portlandmaine.gov
(Please be sure to designate a person who will be responsible for uploading documents and drawings.)
This step will generate the project ID number for your project.
2. An invoice for the application fee will be e-mailed to you. Payments can be made on-line at [Pay Your Invoice](#), by mail or in person at City Hall, 4th Floor. Please reference the Application Number when submitting your payment which is located in the upper left hand corner of the invoice.
3. The designated person responsible for uploading documents and drawings will receive an email from eplan@portlandmaine.gov with an invitation into the project. At this time, you will upload all corresponding documents and plans into the project. For first time users you will receive a temporary password which you must change on entry. Make note of your username and password for any future projects.

Reminder: Before the project can move forward, the application fee shall be paid in full and all required documents and drawings shall be uploaded into e-plan correctly.

4. Follow the link below (Applying Online Instructions) for step by step instructions on how to do the following:
Tab 1 - Setting up the appropriate compatibility settings for your PC and getting started in e-plan.
Tab 2 - Preparing your drawings, documents and photos for uploading using the correct naming conventions
Tab 3 - Preparing and uploading revised drawings and documents

[Applying Online Instructions](#)

5. When ready, upload your files and documents into the following folders:
"Application Submittal – Drawings"
"Application Submittal – Documents"

6. Once a preliminary check has been made of the submittal documents and drawings, staff will move them to permanent folders labeled Drawings and Documents. As the process evolves you will be able to log in and see markups, comments and upload revisions as requested into these folders.

APPLICANT SIGNATURE:

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.

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 III 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: 4/26/17
---	-------------------------

PROJECT DATA

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

Total Area of Site	5759 sq. ft.
Proposed Total Disturbed Area of the Site	4594 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)	1886 sq. ft.
Impervious Area (Total Proposed)	3182 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	621 sq. ft.
Building Footprint (Total Proposed)	1932 sq. ft.
Building Floor Area (Total Existing)	621 sq. ft.
Building Floor Area (Total Proposed)	5506 sq. ft.
Zoning	
Existing	B2b
Proposed, if applicable	NO CHANGE
Land Use	
Existing	RESIDENTIAL
Proposed	RESIDENTIAL
Residential, If applicable	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	3
# 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)	0
# of Two-Bedroom Units (Total Proposed)	2
# of Three-Bedroom Units (Total Proposed)	1
Parking Spaces	
# of Parking Spaces (Total Existing)	3
# of Parking Spaces (Total Proposed)	3
# of Handicapped Spaces (Total Proposed)	0
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	N/A
# of Bicycle Spaces (Total Proposed)	N/A GARAGE
Estimated Cost of Project	\$1,000,000

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
✓		1	Completed Application form
		1	Application fees
✓		1	Written description of project
✓		1	Evidence of right, title and interest
N/A		1	Evidence of state and/or federal approvals, if applicable
✓		1	Written assessment of proposed project's compliance with applicable zoning requirements
✓		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
✓		1	Written requests for waivers from site plan or technical standards, if applicable.
		1	Evidence of financial and technical capacity
N/A		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST
✓		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)
✓			Proposed grading and contours;
✓			Existing structures with distances from property line;
✓			Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;
✓			Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);
✓			Preliminary infrastructure improvements;
✓			Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;
N/A			Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b)(1);
N/A			Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b)(1);
N/A			Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed;
✓			Exterior building elevations.

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
✓		1	* Completed Application form
		1	* Application fees
✓		1	* Written description of project
✓		1	* Evidence of right, title and interest
N/A		1	* Evidence of state and/or federal permits
✓		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
✓		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
		1	* Evidence of financial and technical capacity
✓		1	Construction Management Plan
N/A		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
✓		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
✓		1	Stormwater management plan and stormwater calculations
✓		1	Written summary of project's consistency with related city master plans
		1	Evidence of utility capacity to serve
✓		1	Written summary of solid waste generation and proposed management of solid waste
✓		1	A code summary referencing NFPA 1 and all Fire Department technical standards
N/A		1	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
		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
✓		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	Final Site Plans including the following:
✓			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
✓			Existing and proposed structures on parcels abutting site;
✓			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
✓			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
✓			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
N/A			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
N/A			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
✓			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
✓			Location of all snow storage areas and/or a snow removal plan;
N/A			A traffic control plan as detailed in Section 1 of the Technical Manual;
N/A			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
N/A			Location and proposed alteration to any watercourse;
N/A			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
N/A			Proposed buffers and preservation measures for wetlands;
✓			Existing soil conditions and location of test pits and test borings;
✓			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
✓			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
✓			Grading plan;
			Ground water protection measures;
✓			Existing and proposed sewer mains and connections;

- Continued on next page -

N/A		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
✓		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
PL		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
N/A		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
✓		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
N/A		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
N/A		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;
N/A		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
✓		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
N/A		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
N/A ✓		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



**PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST**



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by CityCode. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Bradley Roland, P.E.
Water Resources Division

Date: 5/2/17

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 88 Walnut St

Chart Block Lot Number: 12. P, 3

Proposed Use: Multi-Family Residential

Previous Use: _____

Existing Sanitary Flows: _____ GPD

Existing Process Flows: _____ GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Sewage lateral to discharge to 12"
sewer line located on Walnut St

Site Category

Commercial (see part 4 below)	☐
Industrial (complete part 5 below)	☐
Governmental	☐
Residential	☒
Other (specify)	☐

Clearly, indicate the proposed connections, on the submitted plans.

2. Please, Submit Contact Information.

City Planner's Name: Helen Donaldson Phone: 207-874-8723

Owner/Developer Name: Jake Edwards, JP Sheridan, LLC

Owner/Developer Address: PO Box 715, South Freeport, ME 04078

Phone: 207-415-3037 Fax: _____ E-mail: jedward3@gmail.com

Engineering Consultant Name: Eric Dube, Casco Bay Engineering

Engineering Consultant Address: 424 Fore St, Portland ME 04101

Phone: 207-712-7022 Fax: 842-2828 E-mail: ericd@casco bay engineering.com

Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review.

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 630 GPD

Peaking Factor/ Peak Times: 6:00 - 8:00 AM

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify) Ch. 241 STATE OF MAINE SUBSURFACE WASTEWATER DISPOSAL RULES

Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet.

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: _____

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time.

Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: _____

GPD

Do you currently hold Federal or State discharge permits? _____

Yes _____ No _____

Is the process wastewater termed categorical under CFR 40? _____

Yes _____ No _____

OSHA Standard Industrial Code (SIC): _____

(<http://www.osha.gov/oshstats/sicser.html>)

Peaking Factor/Peak Process Times: _____

Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps.

Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided, or attached, as a separate sheet.

CALCULATION For (3)

Per Section 4(E)(2) - design flow = 90 gal/bedroom for multiple bedroom units.

- Each unit has multiple bedrooms; grand total of 7

$$7 \text{ bedrooms} \times \frac{90 \text{ gal}}{\text{bedroom}} = 630 \text{ GPD}$$



WHIPPLE-CALLENDER ARCHITECTS

SECTION 3:

88 WALNUT STREET LEVEL III SITE PLAN AND CODE REVIEW SUMMARY:

Includes reference to IBC 2015, NFPA 2015 & Portland zoning regulations.

OWNER: Jake Edwards
J.P. Sheridan LLC
PO Box 715
South Freeport, ME 04078
207-415-3037

ARCHITECT: Anne Callender
Whipple | Callender Architects
PO Box 1276
Portland, ME 04104
207-775-2696 x 105

BUILDING USE: NFPA - New Apartment Building
IBC - R-2
Three story building
Three apartment units

SQUARE FOOTAGE: TOTAL BUILDING: 5,506 SF + 380 SF PORCHES
1ST FLOOR: 1932 SF
2ND FLOOR: 1932 SF + 274 SF PORCHES
3RD FLOOR: 1642 SF + 106 SF PORCH

CONSTRUCTION TYPES: NFPA type V 000
IBC V B

PROJECT DESCRIPTION:

The project is a new three-story building with ground level parking garages for three cars. One housing unit is a townhouse with an entrance adjacent to the garage bays. The other two units are flats above the garage spaces.

Site is located on the corner of Walnut Street and Sheridan Street. Site is 5,949 square feet in a B2b [Community Business] zone.

The main building façade faces Walnut Street as it is the primary residential street for this lot in the neighborhood. The site is a steep slope from Sheridan Street continuing down to Washington Ave. There is an existing three-car garage on the site that will be removed and the new building will be situated so that the garage bays are built into the hill and will be below the Sheridan Street grade. This allows the greatest distance between the new three family home and an existing single family home at 94 Walnut Street as well as use of the existing driveway and curb cut. The building orientation makes the most of the city views and daylight orientation. It also creates a street presence along Sheridan Street

The building is designed to be in scale with the existing neighborhood single-family homes and uses traditional Portland home detailing. There are 4 single-family homes directly across the street, a single family home to the west on Walnut Street and a historic water district pump house to the east across Sheridan Street. The building is designed to be a story and a half structure if viewed from Sheridan Street. It will have a double decker front porch facing Walnut Street and gable roofs with gabled dormers along Sheridan Street and the driveway side of the building. Siding will be clapboards with traditional trim details and soffited roof overhangs which is consistent with the neighborhood.

RIGHT, TITLE AND INTEREST:

The lot of 88 - 96 Walnut Street was purchased by J.P. Sheridan LLC in the summer of 2016. They have full title and interest in the property.

STATE OR FEDERAL PERMITS:

No State or Federal permits are required for this project.

PORTLAND ZONING – 2009 –Zone B2b:

Sec. 14-182. Permitted uses.

(a) Residential:

1. Attached single-family and two-family dwelling;
2. **Multi-family dwellings;**
3. Handicapped family units;
4. Combined living/working spaces including, but not limited to, artist residences with studio space

Sec. 14-185. Dimensional requirements.

No minimum lot size

Setback requirements

Street frontage - 20' min. **Proposed Building Property has 57' on Walnut**

Front setback - none, **The front porch is setback 2' at one corner.**

Side setback - none for main, 5' for accessory. **Side setback is 23'-9" from property line of the abutter at 94 Walnut.**

Side yard on side street - none. **The building is set back 3' on the Sheridan Street side.**

Rear yard - 10', 5' for accessory, **We are in excess of 10'. Proposed building is placed @16' to 20' from angled rear yard/side yard property line.**

Front yard – 10' max. **We are less than 10'. The front porch is setback 2' at one corner.**

Structure setbacks

Portions of a structure above 35 feet shall be no closer than 5 feet from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone. **N/A**

Height maximum - 45'. **We do not exceed 45'. The proposed building is 38' to the ridge from the driveway level.**

Maximum impervious surface ratio - for residential uses: none. **Proposed building impervious surface ratio is 55%**

Minimum lot area per dwelling unit – On-peninsula locations: 435 sq ft. **We exceed 435 sq. ft. of lot area per dwelling unit. Proposed building of 3 units requires 1215 sq. ft. lot. Actual lot is 5,949 sq. ft.**

Sec. 14-332. Uses requiring off-street parking.

3. For residential development in the B-2, B-2b, B-2c zones:
 - a. One (1) parking space per dwelling unit. **We have one garage for each unit.**

SITE BURDENS:

There are no easements, covenants, right-of-ways, or any other burdens or restrictions to this site.

CONSTRUCTION MANAGEMENT PLAN:

Owner to hire Papi and Romano Builders to construct the project.

TRAFFIC STUDY:

N/A.

SIGNIFICANT NATURAL FEATURES:

There are not significant natural features or habitats located on this site.

SOLID WASTE:

Solid waste will consist of 3 - 15 gallon bags per week for residential trash pick-up.

FIRE PROTECTION FEATURES:

- Sprinkler System installed to NFPA 13R standards
- 5/8" Type X ceiling/floor separation between garage and habitable spaces (**IBC 460**)
- 1 hour wall separation between garage and main stair to apartments (**IBC 713.4**)
- 1 hour wall separation between apartments and stair (**IBC 713.4**)
- 60 minute doors on automatic door closer from apartments to stair hall (**NFPA 101 30.2.4.6**)
- 20 minute door between garage and Apt 1 mudroom (**IBC 460**)

HYDRANT LOC: Walnut Street uphill side, opposite side of Sheridan Street intersection

WATER MAINS: Walnut Street has 16" and 20" lines

SITE ACCESS: Access to site, Walnut Street, Sheridan Street and driveway

CODE SUMMARY: NFPA 101 - 2015 - Chapter 30 New Apartment Buildings

- **30.1 General Requirements**
 - 30.1.1.1 - The requirements of this chapter shall apply to new buildings or portions thereof used as apartment occupancies.
 - 30.1.5 - Classification of Hazard of Contents. The contents of residential occupancies shall be classified as ordinary hazard in accordance with 6.2.2.
 - 30.1.7 - Occupant Load. The occupant load, in number of persons for whom means of egress and other provisions are required, shall be determined on the basis of the occupant factors of Table 7.3.1.2 that are characteristics of the use of the space or shall be determined as the maximum probable population of the space under consideration, whichever is greater.
 - Apartment buildings 200 sq.ft. per person (habitable space load 16)
- **30.2 Means of Egress Requirements and Components**

- **30.2.1.2** Means of escape within a dwelling unit shall comply with the provisions of Section 24.2 for one and two family dwellings.
 - **24.2.2 Number and Types of Means of Escape.**
 - In dwellings or dwelling units of two rooms or more, every sleeping room and every living area shall have not less than one primary means of escape and one secondary means of escape.
 - A secondary means of escape shall not be required where one of the following conditions is met:
 1. The bedroom or living area has a door leading directly to the outside of the building at or to the finished ground level.
 2. The dwelling unit is protected throughout by an approved automatic sprinkler system in accordance with 24.3.5
- **30.2.2.1.2** - In buildings protected throughout by an approved, supervised automatic sprinkler system in accordance with 30.3.5, exit enclosures shall have a minimum 1-hour fire resistance rating, and doors shall have a minimum 1-hour fire protection rating. **OK. See fire protection features listed above.**
- **30.2.2.3.1** Stairs complying with 7.2.2 shall be permitted.
 - **7.2.2.2.1.2 Minimum New Stair Width.**
 - A. Where the total occupant load of all stories served by the stair is fewer than 50, the minimum width clear of all obstructions, except projections not more than 4-1/2" at or below the handrail height on each side, shall be 36".
 - a. max. ht. of risers 7 in.; min. ht. of riser 4 in.
 - b. min. tread depth 11 in.
 - c. min. headroom 6'-8"
 - d. max. ht. between landings 12 ft.
- **31.2.4 Number of Exits**
- **30.2.4.6** - A single exit shall be permitted in buildings where the total number of stories does not exceed four, provided that all of the following conditions are met:
 1. There are four or fewer dwelling units per story. **We only have 3 stories.**
 2. The building is protected throughout by an approved, supervised automatic sprinkler system in accordance with 30.3.5. **Yes, sprinkler system installed to NFPA 13R standards.**
 3. The exit stairway does not serve more than one-half story below the level of exit discharge. **Exit stairways do not serve below level of exit discharge.**
 4. The travel distance from the entrance door of any dwelling unit to an exit does not exceed 35 ft. **Entrance door of dwelling units open directly into protected exit stair or exterior.**
 5. The exit stairway is completely enclosed or separated from the rest of the building by barriers having a minimum 1-hour fire protection rating. **Exit stairway is protected by 1-hour rated walls, ceilings, and doors.**
 6. All openings between the exit stairway enclosure and the building are protected with self-closing door assemblies having a minimum 1-hour fire protection rating. **Exit stairway doors are self-closing and 1-hour rated.**
 7. All corridors serving as access to exits have a minimum 1-hour fire resistance rating. **Not applicable, as entrance door of dwelling units open directly into protected exit stair or exterior.**

8. Horizontal and vertical separation having a minimum ½-hour fire resistance rating is provided between dwelling units. **Dwelling units are separated by a minimum ½ hour fire resistance rating.**
- 30.2.6.2 - Travel distance within a dwelling unit (apartment) to a corridor door shall not exceed 125 ft in buildings protected throughout by an approved, supervised automatic sprinkler system installed in accordance with 30.3.5. **We do not exceed 125 ft travel distance and are fully sprinkled.**
 - 30.2.9 - Emergency lighting. Emergency lighting in accordance with Section 7.9 shall be provided in all buildings four or more stories in height or with more than 12 dwelling units, unless every dwelling unit has a direct exit to the outside of the building at the finished ground level. **Emergency lighting not required because we are less than 4 stories and less than 12 units.**
 - 30.2.10 - Marking of Means of Egress. Means of egress shall have signs in accordance with Section 7.1 in all buildings requiring more than one exit. **Not applicable; only one exit for each dwelling unit.**
 - 30.3.2.1 - Hazardous Areas. Any hazardous area shall be protected in accordance with Section 8.7. **According to the hazardous areas listed in Table 30.3.2.1.1, we do not have to protect heater rooms, as the fuel-fired heaters are in dwelling units and each only serve one dwelling unit. Garages will be one hour protected and sprinkled.**
 - 30.3.4.1 – Apartment buildings four or more stories in height or with more than 11 dwelling units, other than those meeting the requirements of 30.3.4.1.2, shall be provided with a fire alarm system in accordance with Section 9.6, except as modified by 30.3.4.2 through 30.3.4.5. **We do not have four or more stories and do not exceed 11 dwelling units, so a fire alarm system is not required.**
 - 30.3.4.5 - Smoke Alarms. Smoke alarms shall be installed in accordance with 9.6.2.10 in every sleeping area, outside every sleeping area, in the immediate vicinity of the bedrooms, and on all levels of the dwelling unit, including basements. **Smoke Detectors in every sleeping room, outside every sleeping room, and on all levels.**
 - 30.3.4.6 – Carbon Monoxide Alarms and Carbon Monoxide Detection Systems.
 - 30.3.4.6.1 - Carbon monoxide alarms or carbon monoxide detectors in accordance with Section 9.12 and 30.3.4.6 shall be provided in new apartment buildings where either of the following conditions exists:
 1. Dwelling units with communicating attached garages, unless otherwise exempted by 30.3.4.6.3
 2. Dwelling units containing a permanently installed fuel-burning appliance or fuel-burning fireplace.
 - 30.3.4.6.2 - Where required by 30.3.4.6.1, carbon monoxide alarms or carbon monoxide detectors shall be installed in the following locations:
 1. Outside of each separate dwelling unit sleeping area in the immediate vicinity of the sleeping rooms.

2. On every occupiable level of a dwelling unit.

30.3.4.6.3 - Carbon monoxide alarms and carbon monoxide detectors as specified in 30.3.4.6.1 shall not be required in the following locations:

1. In garages

Carbon Monoxide Detectors in every sleeping room, outside every sleeping room, and on all levels, excluding garages.

- 30.3.5.13 - Portable Fire extinguishers in accordance with Section 9.9 shall be provided in hazardous areas addressed by 30.3.2.1, unless the building is protected throughout with an approved, supervised automatic sprinkler system in accordance with 30.3.5.2.
Portable fire extinguishers are not required due to sprinkler system.

IBC- 2015

- **Section 310 Residential Group R**
 - 310.4 Residential Group R-2 occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including: apartment houses
- **Section 312 Utility and Misc. Group U**
 - Private Garages
- **Section 406 Motor-Vehicle-Related Occupancies**
 - 406.3.1 Each Private garage shall not be greater than 1,000 sq.f.t in area. Multiple private garages are permitted in a building where each private garage is separated from the other private garages by 1-hour fire barriers in accordance with Section 707 or horizontal assemblies in accordance with section 711, or both.
 - 406.3.4 Separation of private garages from dwelling units shall comply with 406.3.4.1 - 406.3.4.3
 - Garages shall be separated from all habitable rooms by not less than a 5/8" Type X gypsum board.
 - Door openings between a private garage and the dwelling unit shall have a fire protection rating of not less than 20 minutes. Doors shall be self-closing and self-latching.
 - 406.3.6 Automatic garage door openers shall be listed in accordance with UL325.
- **Section 420 Groups I-1, R-1, R-2, R-3 and R-4**
 - 420.1 General - comply to this section
 - 420.2 Separation walls. Walls separating dwelling units in the same building... shall be constructed as fire partitions in accordance with Section 708.
 - 420.3 Horizontal Separation. Floor assemblies separating dwelling units in the same building.... shall be constructed as horizontal assemblies in accordance with Section 711.
 - 420.5 Automatic sprinkler systems. Group R occupancies shall be equipped throughout with an automatic sprinkler system in accordance with section 903.2.8
 - 420.6 Fire alarm systems and smoke alarms. Fire alarm systems and smoke alarm systems shall be provided in Group R-2 occupancies in accordance with Sections 907.2.9 respectively. Single or multiple-station smoke alarms shall be provided in Groups R-2 in accordance with Section 907.2.11
 - 907.2.9 R-2 **building is not required to have a manual fire alarm system per criteria listed**
 - 907.2.11.2 single or multiple station smoke alarms shall be installed and maintained at all the following locations:
 - On the ceiling or wall outside of each sleeping area

- In each bedroom
- In each story within a dwelling unit
- **Section 501 General Building Heights and Areas**
 - Table 504.3 Allowable Height in feet above grade: Type VB/S13R - 60 feet
 - Table 504.4 Allowable number of stories above grade plane: Type VB/S13R - 3
 - Table 506.2 Allowable area factor in square feet. Type VB/S13R 7,000 s.f.
 - 509.4.2 Protection incidental uses not required to have fire barrier with automatic sprinkler system.
- **Section 601 Types of Construction**
 - Table 601 Fire Resistance Rating Type VB, no fire-resistance rating required for building elements

Section 4:

SHORT FORM QUITCLAIM DEED

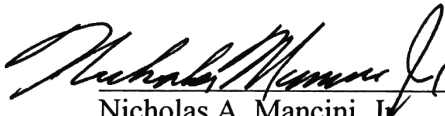
NICHOLAS A. MANCINI, JR., of North Conway, New Hampshire and **ANTHONY C. MANCINI**, of Falmouth, Maine (the "Grantors"), FOR CONSIDERATION PAID, grant to **JP SHERIDAN, LLC**, a Maine limited liability company, with a mailing address of PO Box 715, South Freeport, Maine 04078 ("Grantee"), certain real property, together with any improvements thereon, located in the City of Portland, Cumberland County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Meaning and intending to describe the same property conveyed to the Grantors by virtue of a Trustee's Deed of Distribution dated February 26, 2015 granted by Anthony C. Mancini and Steven D. Scott, Co-Trustees of the Mary A. Mancini Marital Trust u/a dated October 4, 1979, and recorded in the Cumberland County Registry of Deeds in Book 32237, Page 156.

WITNESS our hands and seals, as of this 14th day of September, 2016.

WITNESSETH:


 Print Name: Kimberly Gilpatrick


 Nicholas A. Mancini, Jr.

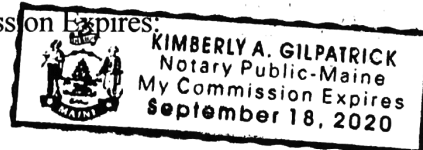
State of Maine
 County of Cumberland ss.

September 14, 2016

PERSONALLY APPEARED the above-named Nicholas A. Mancini, Jr., and acknowledged the foregoing instrument to be his free act and deed.

Before me,


 Print Name: Kimberly Gilpatrick
 Notary Public
 Notary Commission Expires:



MAINE REAL ESTATE TAX PAID

WITNESSETH:

Kimberly A. Gilpatrick
Print Name:

Anthony C. Mancini
Anthony C. Mancini

State of Maine

County of Cumberland ss.

September 13, 2016

PERSONALLY APPEARED the above-named Anthony C. Mancini, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Print Name:
Notary Public/Attorney at Law
Notary Commission Expires:

SEAL

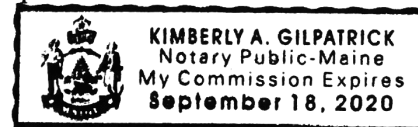


EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in the City of Portland, County of Cumberland, State of Maine, and bounded and described as follows:

Beginning at a point made by the intersection of the southwesterly sideline of Sheridan Street with the southeasterly sideline of Walnut Street, thence southeasterly along the southwesterly sideline of Sheridan Street one hundred three and ninety-four hundredths (103.94) feet, more or less, to land now or formerly of T. Shanahan; thence southwesterly by the northwesterly sideline of the said Shanahan land one hundred twenty-four and twenty-five hundredths (124.25) feet to a point; thence northerly by a line seventy-one and seventy-two hundredths (71.72) feet more or less to a point in the southeasterly sideline of Walnut Street; thence by said Walnut Street northeasterly one hundred fifteen (115) feet to the point of beginning and containing about ten thousand four hundred four (10,404) square feet, more or less.

Received
Recorded Register of Deeds
Sep 15, 2016 01:34:18P
Cumberland County
Nancy A. Lane

THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 12-13-16. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 32237 PAGE 156 COUNTY Cumberland
PLAN BOOK --- PAGE --- LOT ---

ADDRESS: 94 Walnut Street, Portland, Maine

Job Number: 911-64

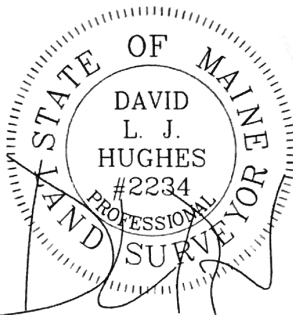
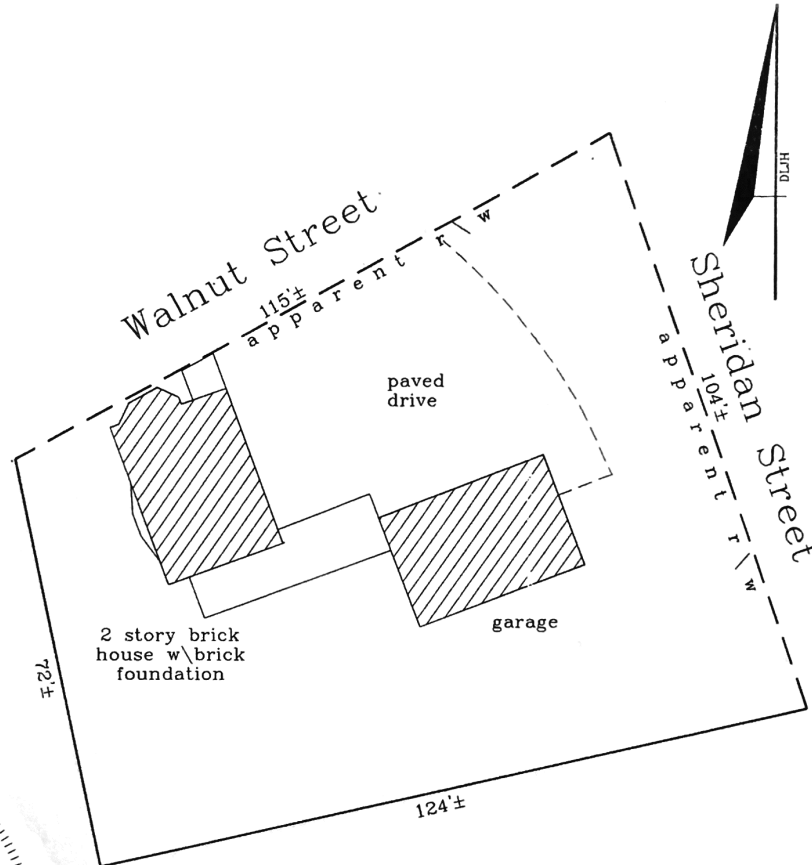
Inspection Date: 09-12-16

Scale: 1" = 30'

Client File #: 22183.7

Buyers: JP Sheridan, LLC

Sellers: Anthony C. and Nicholas A. Mancini, Jr.



NOTE: Lines of occupation are shown. A boundary survey may yield different results.

I HEREBY CERTIFY TO: Jensen, Baird, Gardner, & Henry, JP Sheridan LLC,
and Chicago Title Insurance Company.

Monuments found did not conflict with the deed description.

The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel 230051-0014B:

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

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Livingston-Hughes

Professional Land Surveyors

88 Guinea Road

Kennebunkport, Maine 04046

207-967-9761 phone 207-967-4831 fax

www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

SECTION 7

STORMWATER MANAGEMENT REPORT

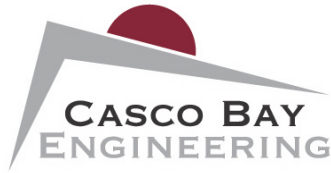
J.P. SHERIDAN, LLC APARTMENTS

PROPOSED MULTI-FAMILY BUILDING
PORTLAND, MAINE

May 2, 2017

PREPARED BY:

***CASCO BAY ENGINEERING
424 FORE STREET
PORTLAND, ME 04101
(207) 842-2800***



A. Project Background:

The applicant proposes to erect a new building on a portion of a 0.137+/- acre parcel (Chart/Block/Lot 12.P.3). No state or federal permits are required to complete this project. The project involves tearing down an existing garage and driveway and replacing it with a three-family apartment building with a built-in garage.

Access to the site is via Walnut St that connects to Sheridan St and Washington Avenue. The new building is to be served by public water, public sewer, public gas and aboveground electricity/telephone/cable as may be applicable. The majority of the site drainage is to be by sheet/concentrated flow from northernmost face of the property into a proposed rain garden, where the runoff will be discharged into the public storm drain system. A slight remainder of the stormwater shall runoff onto the abutting property towards Washington Avenue (see C101, Pre- and Post-Watershed Plan). It is anticipated that this projects' site infrastructure will be constructed in one construction season.

B. Existing Site Conditions

The existing site is currently developed with an existing garage and driveway. However, even though the site is developed, there is still heavy brush along the south property line. The topography of the site is shown at a one-foot contour interval. The slope of the property is steep, especially along the eastern property line facing Sheridan St, with some slopes as steep as 1.5:1. Drainage from the site flows southwest along the property before running off into abutters territory towards Washington Avenue.

C. Wetlands and Streams

There are no wetlands and streams that will be affected by the proposed use.

D. Soils

All soils on site are rated Hydrologic Group "A", via the USGS Web Soil Survey.

E. Proposed Use

The proposed development will include a 1,950 square foot multi-family building along with a driveway and deck totaling 1,430 square feet. This will be built on a combination of existing lawn area and over existing impervious area to be removed. Just west of the driveway, a rain garden will be constructed to catch the additional runoff caused by the proposed building and driveway. This pond is designed to be able to hold runoff from the 2-, 10- and 25- year storm. A copy of the HydroCAD stormwater report has been included. The rain garden has been designed in accordance with the latest version of the Maine DEP BMP's for Stormwater.

F. Stormwater

We have been authorized to perform a drainage analysis on the site that would meet the standards of the City of Portland, Maine and the Maine Department of Environmental Protection. I have reviewed the drainage characteristics of the site, which includes proposed driveways and buildings. The analysis required post construction stormwater flows to be substantially equal to or less than the existing stormwater flow rates.

We have used the SCS TR-20 (HydroCAD 10.00 stormwater model) method of computing stormwater runoff peak flow rates. This method accounts for soil types, existing land uses, topography, vegetative cover, and proposed land use for the parcel to be developed. The future conditions were analyzed using data for a design frequency of occurrence of 2/10/25 years. The Type III, 24 hour storm distribution rainfall has a 3.1, 4.6 and 5.8 inches/day respectively has been analyzed. All supporting calculations and data are submitted with this report.

The existing and proposed site conditions were evaluated using information taken from the existing condition and proposed design plan of the area. Impervious, lawns/fields, and woods areas for each hydrologic soil condition were measured by HydroCAD in order to calculate a weighted curve number that typifies the drainage condition of the site.

Pre-Condition Modeling

The pre-condition is modeled as it is currently found today. Note that only the area east of the existing retaining wall was taken into account for this calculation. Any non-impervious area was assumed to be considered good quality grass and was assigned the accompanying curve number.

Post-Condition Modeling

The stormwater management system (rain garden) is intended to capture runoff from 3,684 square feet of the proposed site, 2,720 square feet of which will be new impervious area from either the building or the driveway. This system will transport the runoff to the public storm drain system on Walnut St. The rain garden will detain and discharge the inflow without overflowing in the case of the 2-, 10-, and 25-year storms. The rain garden will usually revert to dry bottom condition in between rain events.

Impervious area to rain garden: 2,720 SF

Impervious area not treated: 690 SF

Percent Impervious area treated: 79.8%

Stormwater Model Summary

CFS (Cubic Feet per Second = Rate)

Value based on flow leaving site to Analysis Point #1

YEAR	PRE	POST
2	.02	.01
10	.13	.05
25	.24	.09

Calculations for the 2, 10 and 25 year Pre- and Post-Drainage are included in the attached stormwater reports.

Evaluation of Results

The runoff peak flow rate of the stormwater leaving the site has been drastically reduced from 0.24 cfs to 0.09 cfs in the 25-year event.

G. Water Quantity and Quality

Quantity: Any increases in runoff from undetained areas are minimized by the proposed system. Any increases due to the development are contained in the rain garden and discharged to the public system.

Quality: Water quality is addressed by directing roof and driveway runoff towards the rain garden, where it will undergo treatment before discharging and leaving the site.

H. Maintenance Plan for Rain Gardens & Best Management Practices

Site Inspection & Maintenance During Construction: Weekly inspections, as well as routine inspections following rainfalls, shall be conducted by the General Contractor of all temporary and permanent erosion control devices until final acceptance of the project (85% grass catch). Necessary repairs shall be made to correct undermining or deterioration.

Final acceptance shall include a site inspection to verify the stability of all disturbed areas and slopes. Until final inspection, all erosion and sedimentation control measures shall immediately be cleaned, and repaired by the General Contractor as required. Disposal of all temporary erosion control devices shall be the responsibility of the General Contractor.

We recommend that the Owner hire a design engineer, or other qualified individual, to provide compliance inspections (during active construction) relative to the Stormwater and Erosion Control Plans. Such inspections should be at least weekly during construction.

Maintenance Agreement: The Contractor shall be responsible for short-term sedimentation maintenance and shall clean out all swales, structures and grass basins prior to turning project over to Owner. After project turnover, the Owner will be responsible for inspecting and maintaining all stormwater conveyances.

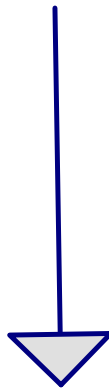
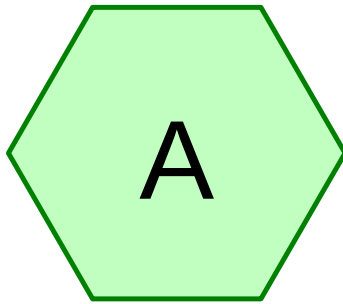
Conclusion

We believe that this project will not have any adverse impacts on abutters, down gradient systems or adjacent resources. Moreover, this plan includes all appropriate measures to prevent negative impacts and to keep post development flows and impacts to the resources at a minimum through the use of land grading, reductions in allowable disturbed area, erosion control practices and land use. It is important to note that proper erosion control and re-vegetation of disturbed areas is essential for the proper operation of the stormwater facilities. Maintenance of the yard areas, driveway, and careful attention to the cleanliness of the rain garden must be a top priority in order for the system to function properly. Please feel free to contact me if you have any questions concerning the calculations of stormwater from this project. Thank you for involving us on your project.

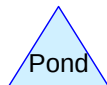
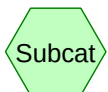
Sincerely yours,



Eric Dube, P.E.
Casco Bay Engineering, Inc.



Down Property



16-195 Pre

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.093	39	>75% Grass cover, Good, HSG A (A)
0.044	98	Impervious (A)
0.137	58	TOTAL AREA

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.093	HSG A	A
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
0.044	Other	A
0.137		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.093	0.000	0.000	0.000	0.000	0.093	>75% Grass cover, Good	A
0.000	0.000	0.000	0.000	0.044	0.044	Impervious	A
0.093	0.000	0.000	0.000	0.044	0.137	TOTAL AREA	

16-195 Pre*Type III 24-hr 2-yr Storm Rainfall=3.10"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment A:

Runoff Area=5,962 sf 32.39% Impervious Runoff Depth>0.26"

Tc=5.0 min CN=58 Runoff=0.02 cfs 0.003 af

Link AP1: Down Property

Inflow=0.02 cfs 0.003 af

Primary=0.02 cfs 0.003 af

Total Runoff Area = 0.137 ac Runoff Volume = 0.003 af Average Runoff Depth = 0.26"
67.61% Pervious = 0.093 ac 32.39% Impervious = 0.044 ac

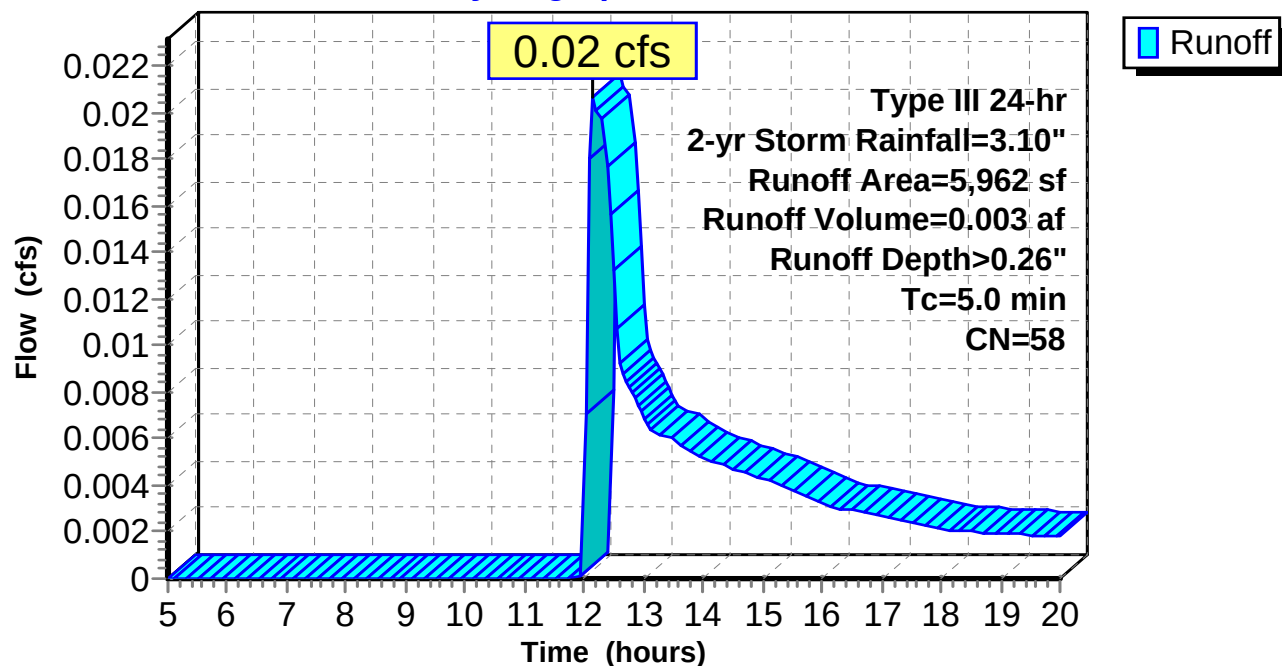
Summary for Subcatchment A:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.02 cfs @ 12.15 hrs, Volume= 0.003 af, Depth> 0.26"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 2-yr Storm Rainfall=3.10"

	Area (sf)	CN	Description
*	1,931	98	Impervious
	4,031	39	>75% Grass cover, Good, HSG A
	5,962	58	Weighted Average
	4,031		67.61% Pervious Area
	1,931		32.39% Impervious Area

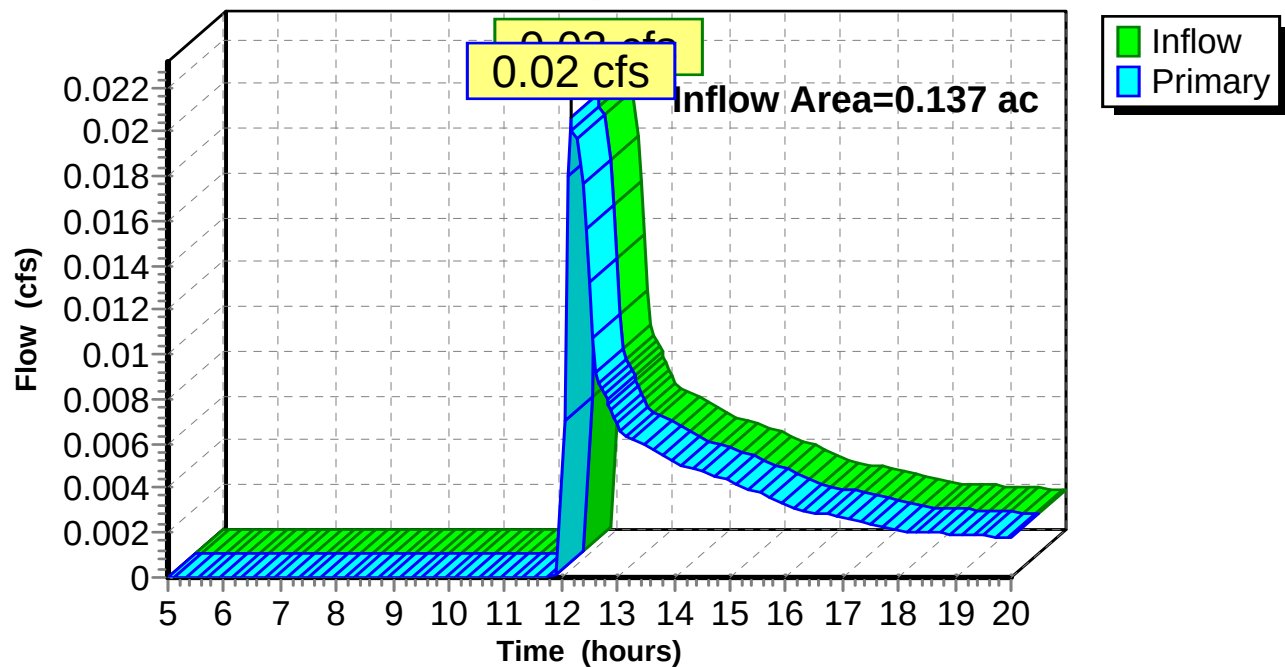
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A:**Hydrograph**

Summary for Link AP1: Down Property

Inflow Area = 0.137 ac, 32.39% Impervious, Inflow Depth > 0.26" for 2-yr Storm event
Inflow = 0.02 cfs @ 12.15 hrs, Volume= 0.003 af
Primary = 0.02 cfs @ 12.15 hrs, Volume= 0.003 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP1: Down Property**Hydrograph**

16-195 Pre*Type III 24-hr 10-yr Storm Rainfall=4.60"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment A:

Runoff Area=5,962 sf 32.39% Impervious Runoff Depth>0.85"

Tc=5.0 min CN=58 Runoff=0.13 cfs 0.010 af

Link AP1: Down Property

Inflow=0.13 cfs 0.010 af

Primary=0.13 cfs 0.010 af

Total Runoff Area = 0.137 ac Runoff Volume = 0.010 af Average Runoff Depth = 0.85"
67.61% Pervious = 0.093 ac 32.39% Impervious = 0.044 ac

Summary for Subcatchment A:

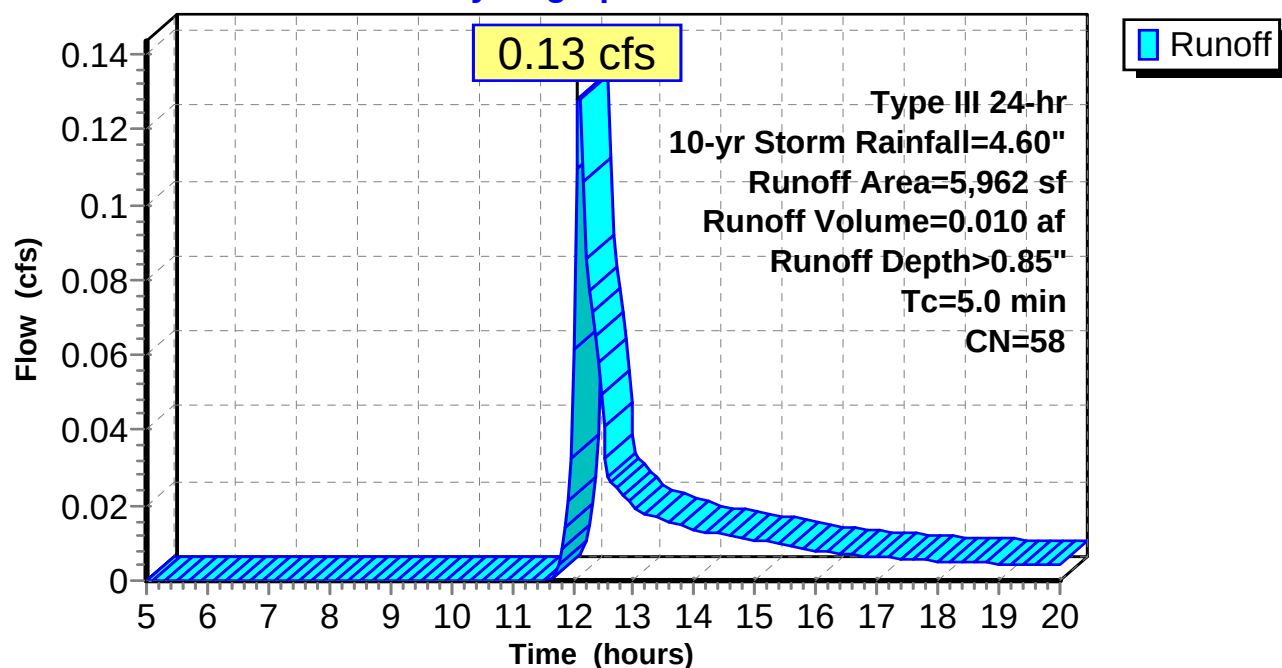
[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.13 cfs @ 12.10 hrs, Volume= 0.010 af, Depth> 0.85"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 10-yr Storm Rainfall=4.60"

	Area (sf)	CN	Description
*	1,931	98	Impervious
	4,031	39	>75% Grass cover, Good, HSG A
	5,962	58	Weighted Average
	4,031		67.61% Pervious Area
	1,931		32.39% Impervious Area

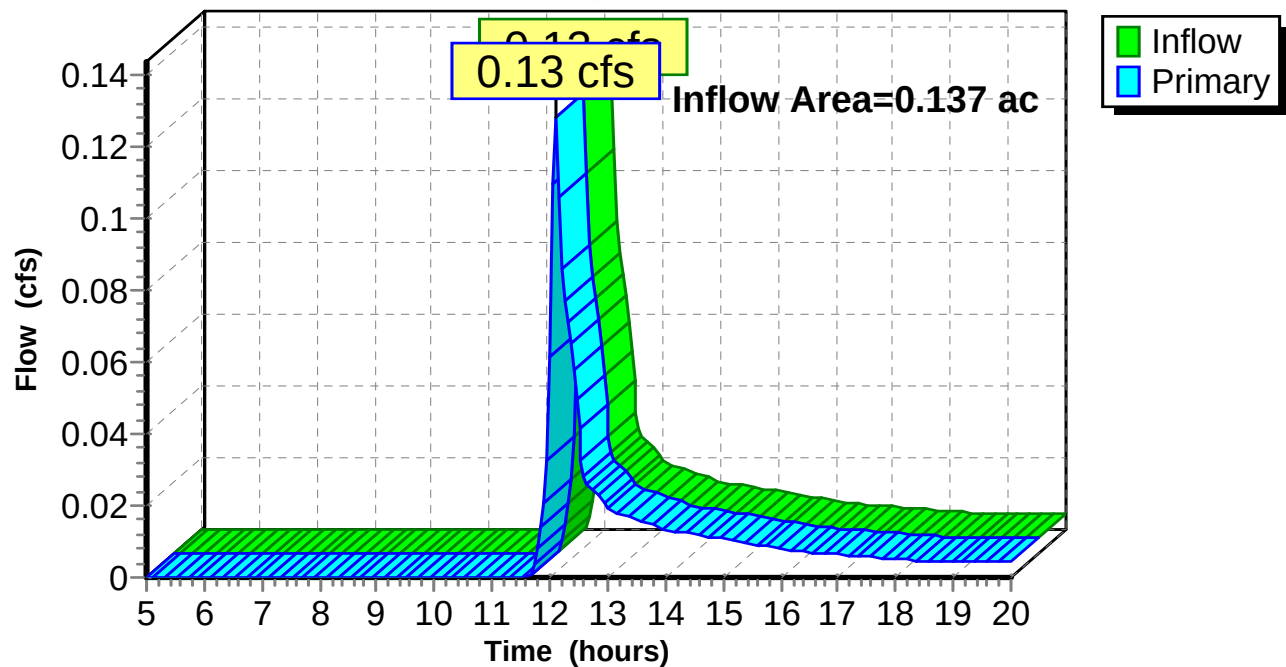
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A:**Hydrograph**

Summary for Link AP1: Down Property

Inflow Area = 0.137 ac, 32.39% Impervious, Inflow Depth > 0.85" for 10-yr Storm event
Inflow = 0.13 cfs @ 12.10 hrs, Volume= 0.010 af
Primary = 0.13 cfs @ 12.10 hrs, Volume= 0.010 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP1: Down Property**Hydrograph**

16-195 Pre*Type III 24-hr 25-yr Storm Rainfall=5.80"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment A:

Runoff Area=5,962 sf 32.39% Impervious Runoff Depth>1.48"

Tc=5.0 min CN=58 Runoff=0.24 cfs 0.017 af

Link AP1: Down Property

Inflow=0.24 cfs 0.017 af

Primary=0.24 cfs 0.017 af

Total Runoff Area = 0.137 ac Runoff Volume = 0.017 af Average Runoff Depth = 1.48"
67.61% Pervious = 0.093 ac 32.39% Impervious = 0.044 ac

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Type III 24-hr 25-yr Storm Rainfall=5.80"

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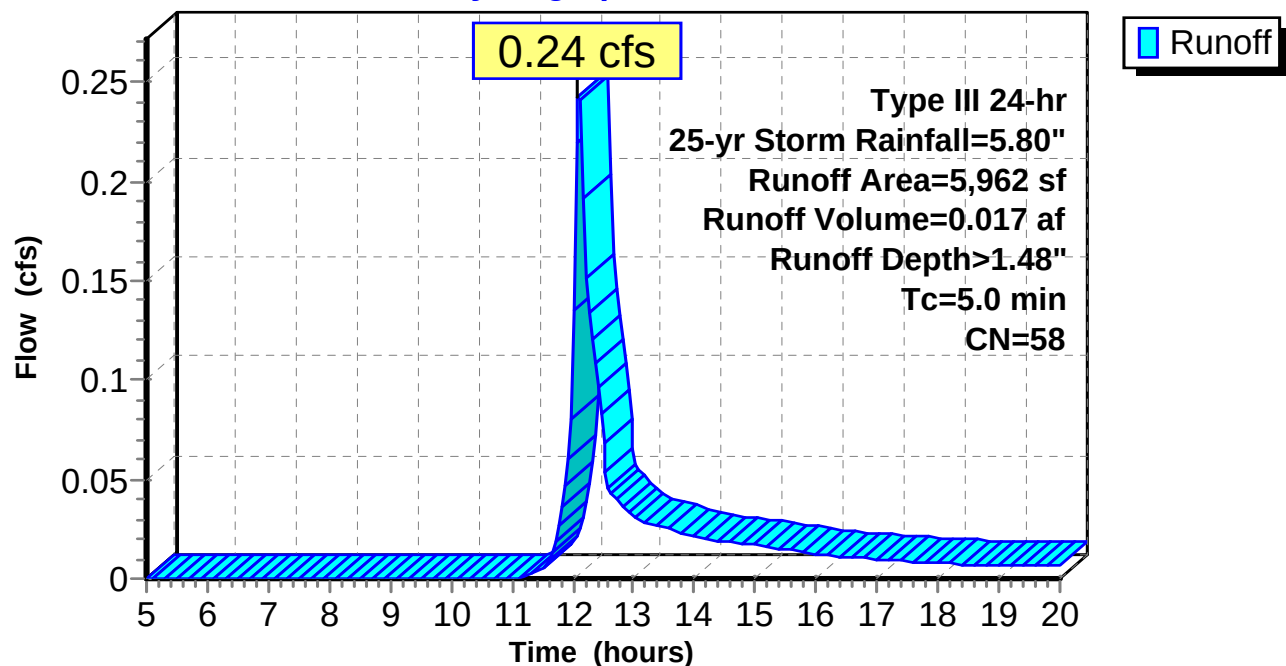
Summary for Subcatchment A:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.24 cfs @ 12.09 hrs, Volume= 0.017 af, Depth> 1.48"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 25-yr Storm Rainfall=5.80"

	Area (sf)	CN	Description
*	1,931	98	Impervious
	4,031	39	>75% Grass cover, Good, HSG A
	5,962	58	Weighted Average
	4,031		67.61% Pervious Area
	1,931		32.39% Impervious Area

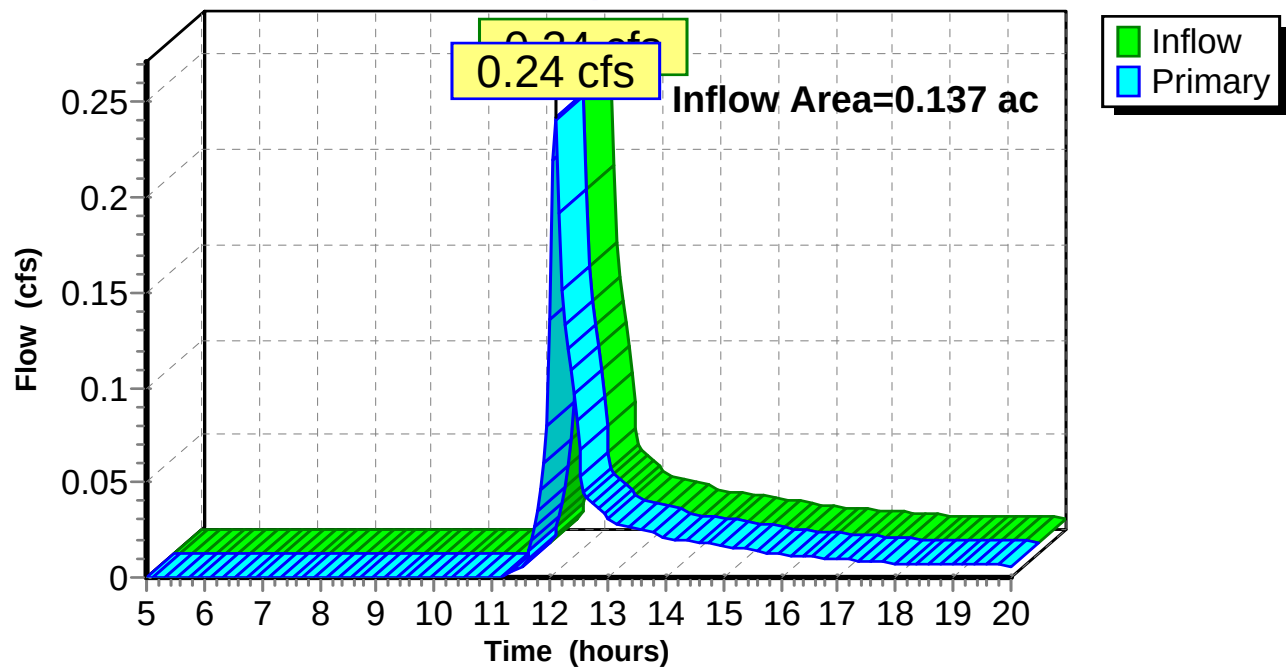
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

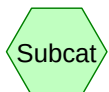
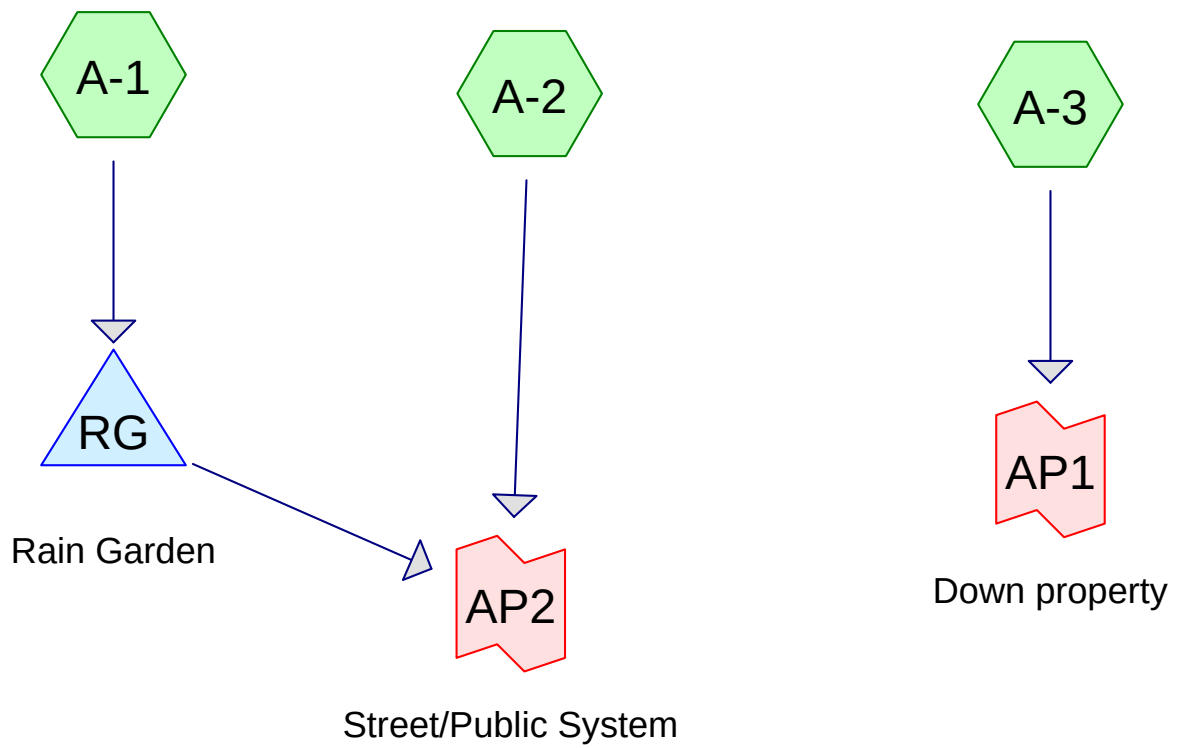
Subcatchment A:**Hydrograph**

Summary for Link AP1: Down Property

Inflow Area = 0.137 ac, 32.39% Impervious, Inflow Depth > 1.48" for 25-yr Storm event
Inflow = 0.24 cfs @ 12.09 hrs, Volume= 0.017 af
Primary = 0.24 cfs @ 12.09 hrs, Volume= 0.017 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

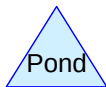
Link AP1: Down Property**Hydrograph**



Subcat



Reach



Pond



Link

Routing Diagram for 16-195 Post

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Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.059	39	>75% Grass cover, Good, HSG A (A-1, A-2, A-3)
0.078	98	Impervious (A-1, A-2, A-3)
0.137	73	TOTAL AREA

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.059	HSG A	A-1, A-2, A-3
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
0.078	Other	A-1, A-2, A-3
0.137		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.059	0.000	0.000	0.000	0.000	0.059	>75% Grass cover, Good	A-1, A-2, A-3
0.000	0.000	0.000	0.000	0.078	0.078	Impervious	A-1, A-2, A-3
0.059	0.000	0.000	0.000	0.078	0.137	TOTAL AREA	

16-195 Post*Type III 24-hr 2-yr Storm Rainfall=3.17"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment A-1:	Runoff Area=3,123 sf 72.78% Impervious Runoff Depth>1.40" Tc=5.0 min CN=82 Runoff=0.13 cfs 0.008 af
Subcatchment A-2:	Runoff Area=561 sf 80.21% Impervious Runoff Depth>1.69" Tc=5.0 min CN=86 Runoff=0.03 cfs 0.002 af
Subcatchment A-3:	Runoff Area=2,278 sf 30.29% Impervious Runoff Depth>0.26" Tc=5.0 min CN=57 Runoff=0.01 cfs 0.001 af
Pond RG: Rain Garden	Peak Elev=97.85' Storage=0.000 af Inflow=0.13 cfs 0.008 af Discarded=0.12 cfs 0.008 af Primary=0.00 cfs 0.000 af Outflow=0.13 cfs 0.008 af
Link AP1: Down property	Inflow=0.01 cfs 0.001 af Primary=0.01 cfs 0.001 af
Link AP2: Street/Public System	Inflow=0.03 cfs 0.002 af Primary=0.03 cfs 0.002 af

Total Runoff Area = 0.137 ac Runoff Volume = 0.011 af Average Runoff Depth = 0.99"
42.75% Pervious = 0.059 ac 57.25% Impervious = 0.078 ac

16-195 Post

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Type III 24-hr 2-yr Storm Rainfall=3.17"

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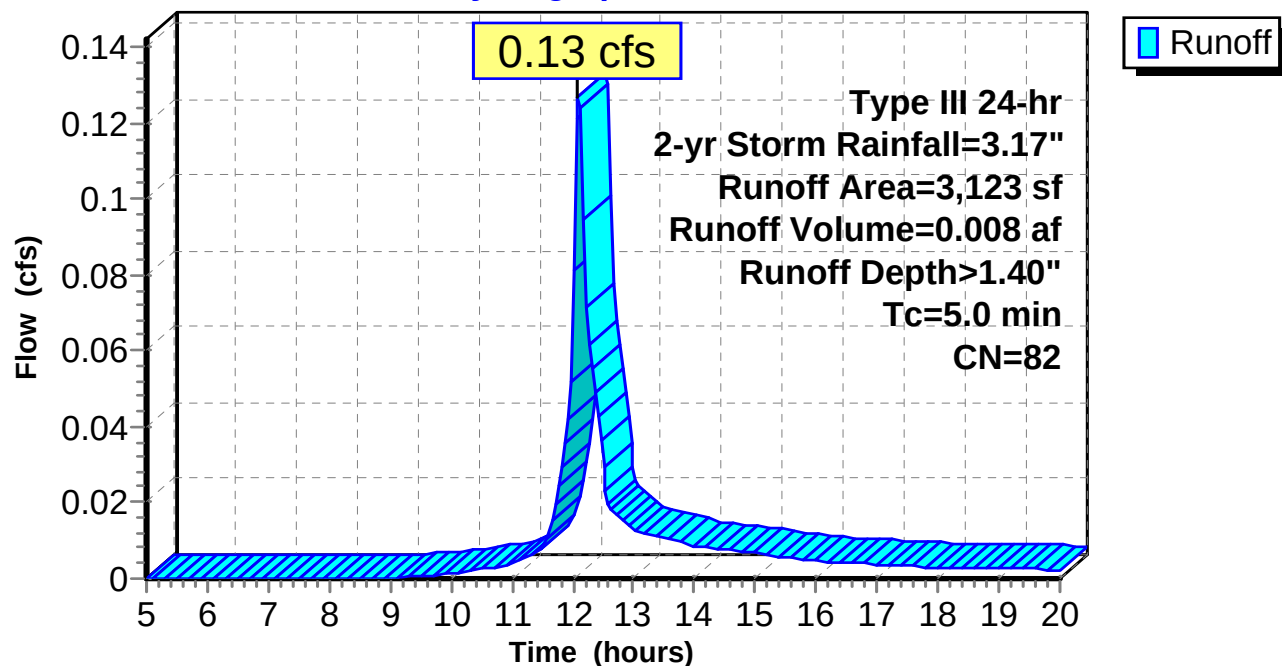
Summary for Subcatchment A-1:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.13 cfs @ 12.08 hrs, Volume= 0.008 af, Depth> 1.40"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 2-yr Storm Rainfall=3.17"

	Area (sf)	CN	Description
*	2,273	98	Impervious
	850	39	>75% Grass cover, Good, HSG A
	3,123	82	Weighted Average
	850		27.22% Pervious Area
	2,273		72.78% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-1:**Hydrograph**

16-195 Post

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Type III 24-hr 2-yr Storm Rainfall=3.17"

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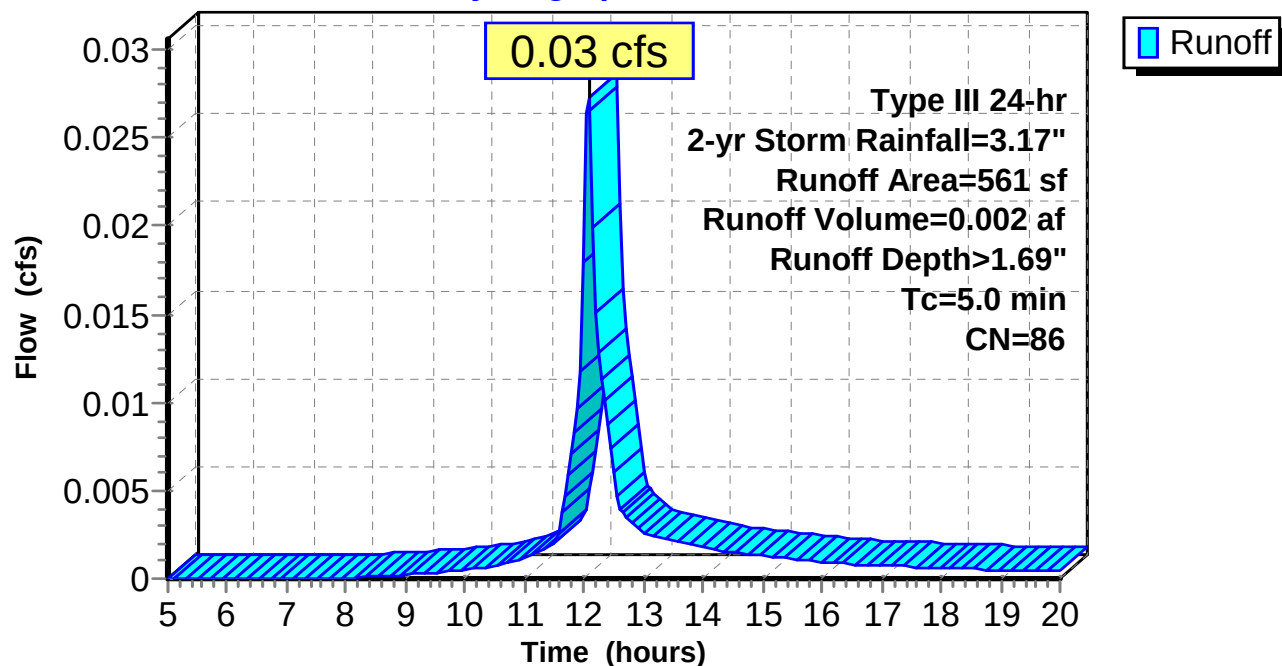
Summary for Subcatchment A-2:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.03 cfs @ 12.08 hrs, Volume= 0.002 af, Depth> 1.69"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 2-yr Storm Rainfall=3.17"

	Area (sf)	CN	Description
*	450	98	Impervious
	111	39	>75% Grass cover, Good, HSG A
	561	86	Weighted Average
	111		19.79% Pervious Area
	450		80.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-2:**Hydrograph**

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Type III 24-hr 2-yr Storm Rainfall=3.17"

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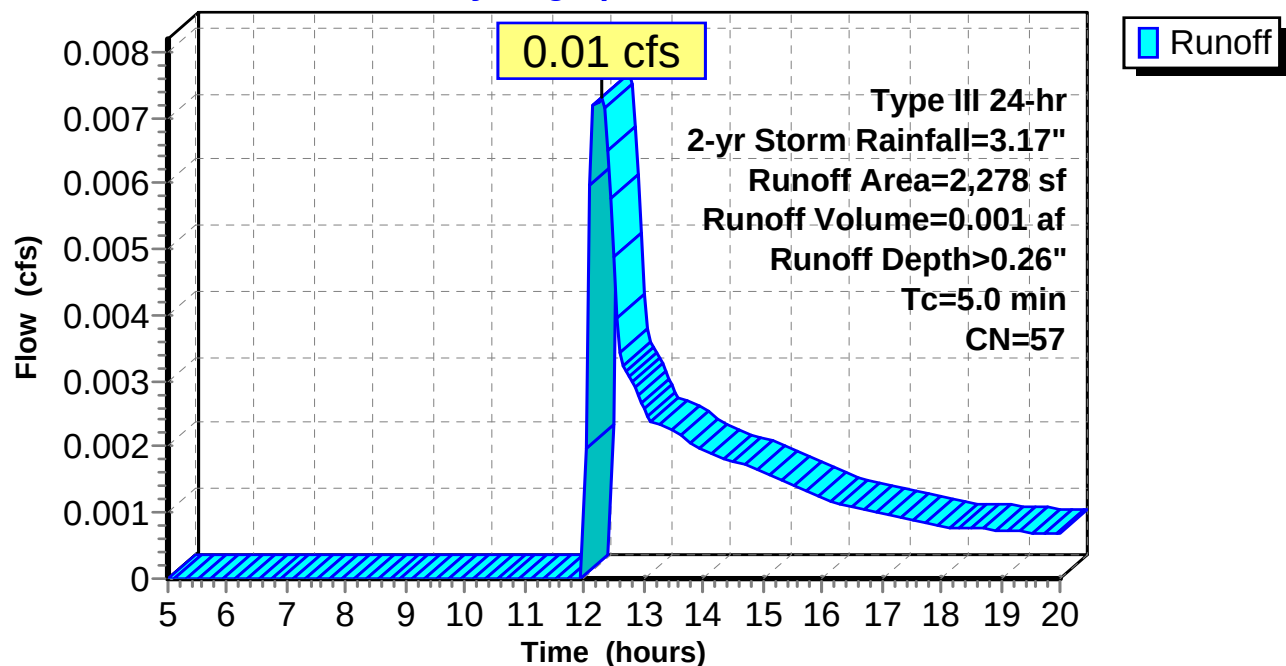
Summary for Subcatchment A-3:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.01 cfs @ 12.27 hrs, Volume= 0.001 af, Depth> 0.26"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 2-yr Storm Rainfall=3.17"

	Area (sf)	CN	Description
*	690	98	Impervious
	1,588	39	>75% Grass cover, Good, HSG A
	2,278	57	Weighted Average
	1,588		69.71% Pervious Area
	690		30.29% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-3:**Hydrograph**

16-195 Post

Type III 24-hr 2-yr Storm Rainfall=3.17"

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Summary for Pond RG: Rain Garden

Inflow Area = 0.072 ac, 72.78% Impervious, Inflow Depth > 1.40" for 2-yr Storm event
 Inflow = 0.13 cfs @ 12.08 hrs, Volume= 0.008 af
 Outflow = 0.13 cfs @ 12.08 hrs, Volume= 0.008 af, Atten= 0%, Lag= 0.0 min
 Discarded = 0.12 cfs @ 12.08 hrs, Volume= 0.008 af
 Primary = 0.00 cfs @ 12.08 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 97.85' @ 12.08 hrs Surf.Area= 0.008 ac Storage= 0.000 af

Plug-Flow detention time= 0.0 min calculated for 0.008 af (100% of inflow)
 Center-of-Mass det. time= 0.0 min (798.2 - 798.2)

Volume	Invert	Avail.Storage	Storage Description
#1	97.85'	0.000 af	60.0"W x 6.0"H x 67.00'L Parabolic Arch 0.003 af Overall x 0.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	97.85'	2.41 cfs Exfiltration at all elevations
#2	Primary	97.85'	67.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=2.41 cfs @ 12.08 hrs HW=97.85' (Free Discharge)

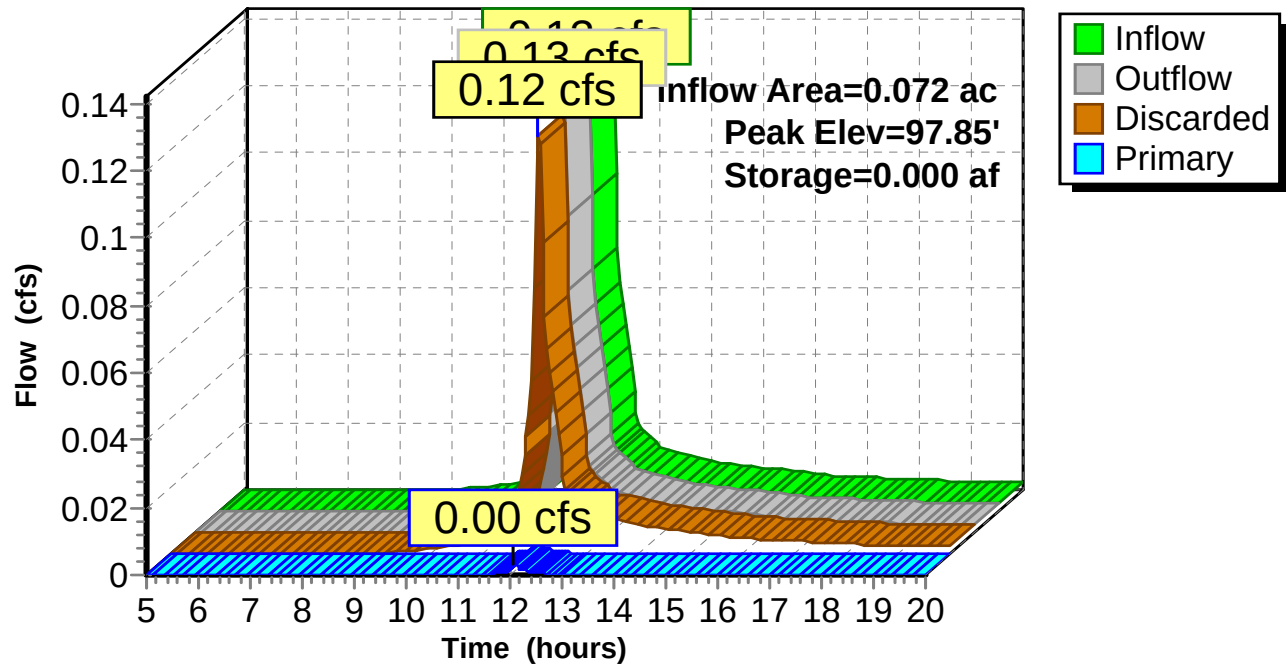
↑ **1=Exfiltration** (Exfiltration Controls 2.41 cfs)

Primary OutFlow Max=0.00 cfs @ 12.08 hrs HW=97.85' (Free Discharge)

↑ **2=Broad-Crested Rectangular Weir** (Weir Controls 0.00 cfs @ 0.04 fps)

Pond RG: Rain Garden

Hydrograph



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Type III 24-hr 2-yr Storm Rainfall=3.17"

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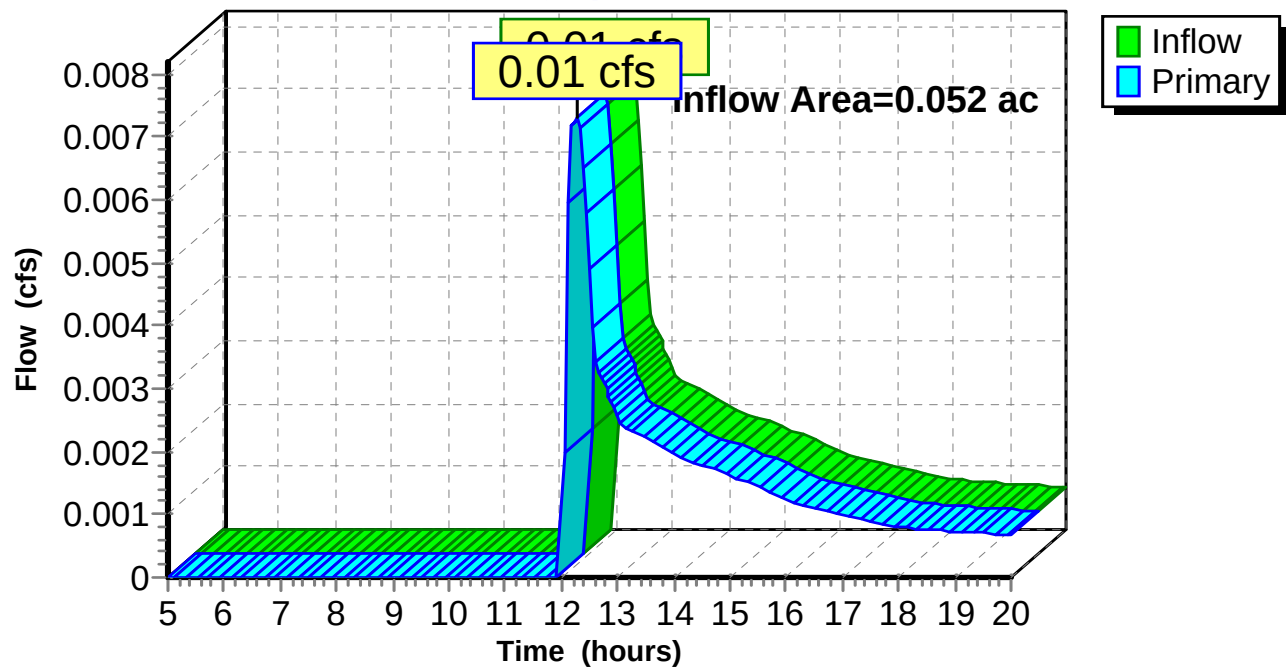
Summary for Link AP1: Down property

Inflow Area = 0.052 ac, 30.29% Impervious, Inflow Depth > 0.26" for 2-yr Storm event
Inflow = 0.01 cfs @ 12.27 hrs, Volume= 0.001 af
Primary = 0.01 cfs @ 12.27 hrs, Volume= 0.001 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP1: Down property

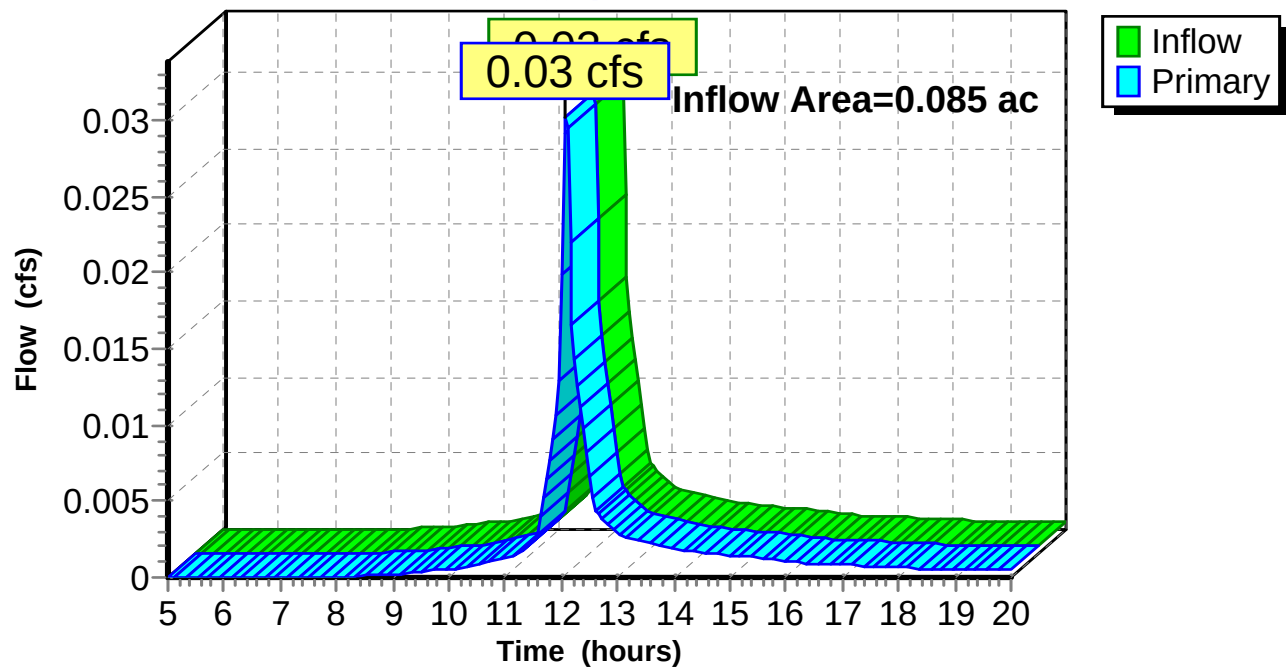
Hydrograph



Summary for Link AP2: Street/Public System

Inflow Area = 0.085 ac, 73.91% Impervious, Inflow Depth > 0.28" for 2-yr Storm event
Inflow = 0.03 cfs @ 12.08 hrs, Volume= 0.002 af
Primary = 0.03 cfs @ 12.08 hrs, Volume= 0.002 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP2: Street/Public System**Hydrograph**

16-195 Post*Type III 24-hr 10-yr Storm Rainfall=4.72"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment A-1: Runoff Area=3,123 sf 72.78% Impervious Runoff Depth>2.65"
Tc=5.0 min CN=82 Runoff=0.24 cfs 0.016 af

Subcatchment A-2: Runoff Area=561 sf 80.21% Impervious Runoff Depth>3.02"
Tc=5.0 min CN=86 Runoff=0.05 cfs 0.003 af

Subcatchment A-3: Runoff Area=2,278 sf 30.29% Impervious Runoff Depth>0.86"
Tc=5.0 min CN=57 Runoff=0.05 cfs 0.004 af

Pond RG: Rain Garden Peak Elev=97.85' Storage=0.000 af Inflow=0.24 cfs 0.016 af
Discarded=0.23 cfs 0.015 af Primary=0.01 cfs 0.000 af Outflow=0.24 cfs 0.016 af

Link AP1: Down property Inflow=0.05 cfs 0.004 af
Primary=0.05 cfs 0.004 af

Link AP2: Street/Public System Inflow=0.05 cfs 0.004 af
Primary=0.05 cfs 0.004 af

Total Runoff Area = 0.137 ac Runoff Volume = 0.023 af Average Runoff Depth = 2.00"
42.75% Pervious = 0.059 ac 57.25% Impervious = 0.078 ac

16-195 Post

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Type III 24-hr 10-yr Storm Rainfall=4.72"

Printed 5/2/2017

Page 14

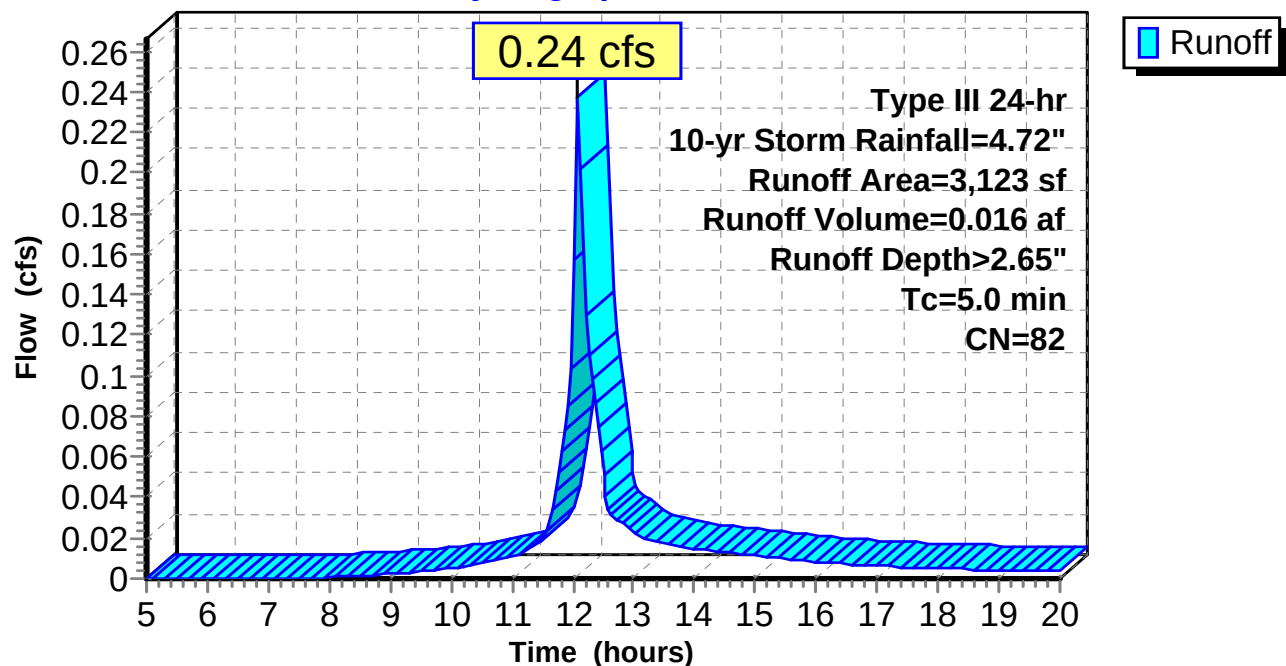
Summary for Subcatchment A-1:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.24 cfs @ 12.08 hrs, Volume= 0.016 af, Depth> 2.65"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 10-yr Storm Rainfall=4.72"

	Area (sf)	CN	Description
*	2,273	98	Impervious
	850	39	>75% Grass cover, Good, HSG A
	3,123	82	Weighted Average
	850		27.22% Pervious Area
	2,273		72.78% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-1:**Hydrograph**

16-195 Post

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Type III 24-hr 10-yr Storm Rainfall=4.72"

Printed 5/2/2017

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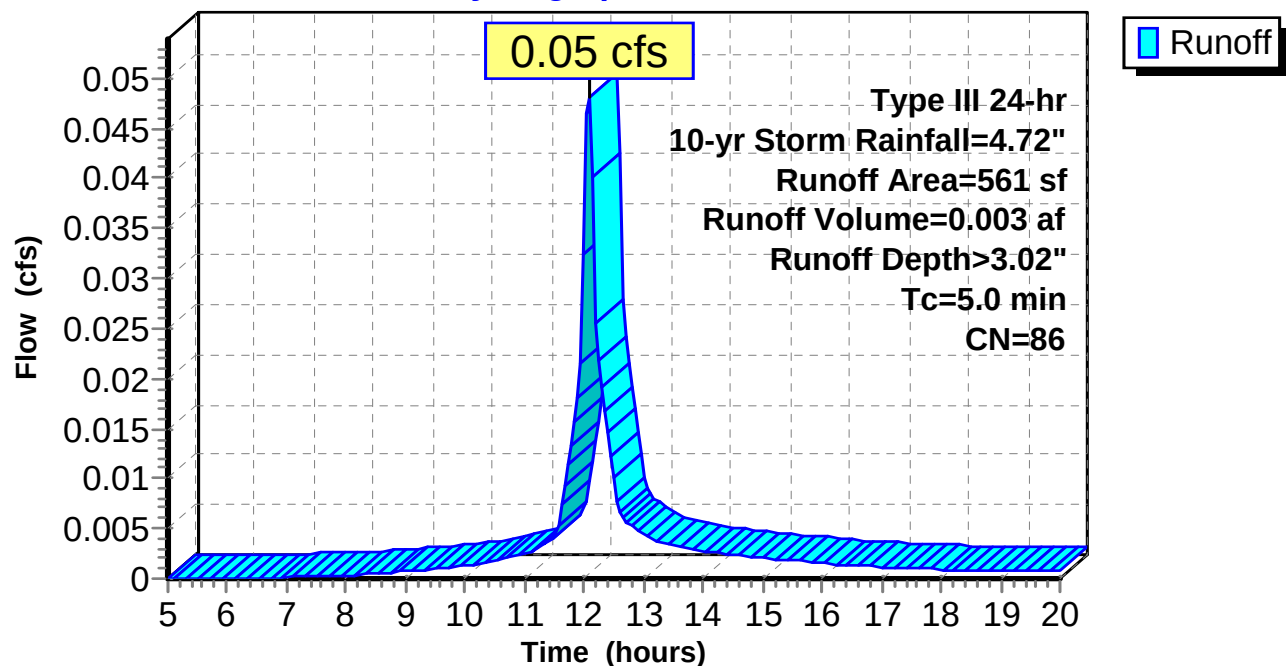
Summary for Subcatchment A-2:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.05 cfs @ 12.07 hrs, Volume= 0.003 af, Depth> 3.02"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 10-yr Storm Rainfall=4.72"

	Area (sf)	CN	Description
*	450	98	Impervious
	111	39	>75% Grass cover, Good, HSG A
	561	86	Weighted Average
	111		19.79% Pervious Area
	450		80.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-2:**Hydrograph**

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Type III 24-hr 10-yr Storm Rainfall=4.72"

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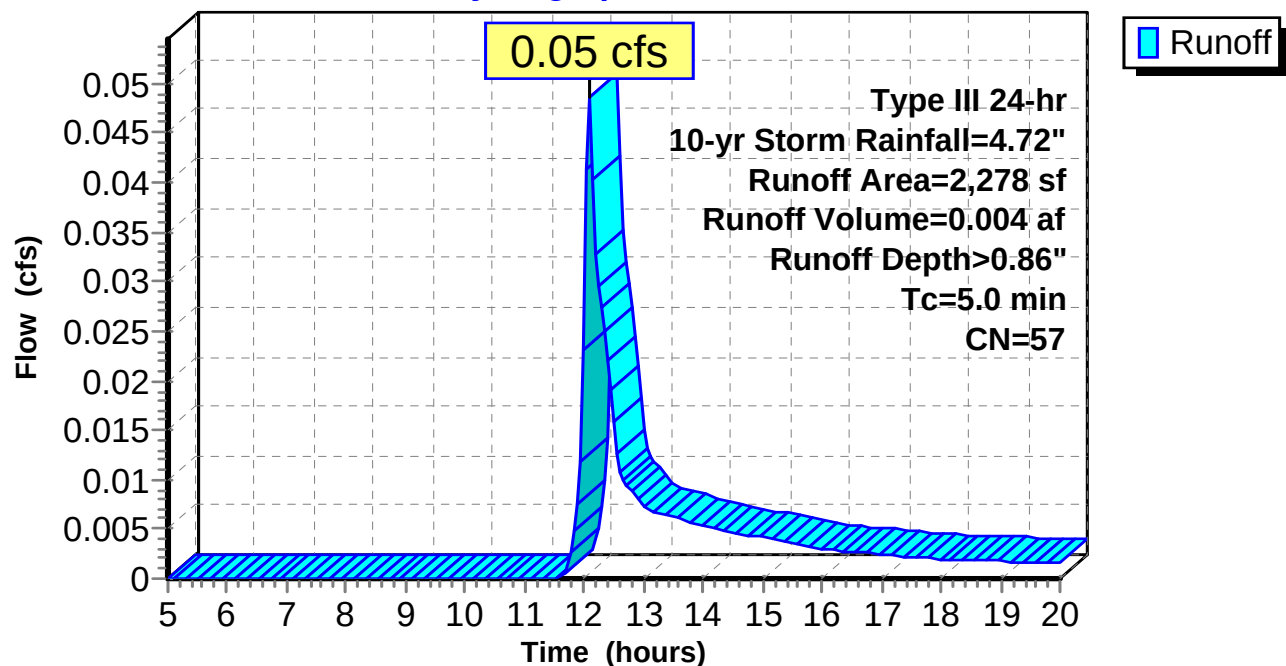
Summary for Subcatchment A-3:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.05 cfs @ 12.10 hrs, Volume= 0.004 af, Depth> 0.86"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 10-yr Storm Rainfall=4.72"

	Area (sf)	CN	Description
*	690	98	Impervious
	1,588	39	>75% Grass cover, Good, HSG A
	2,278	57	Weighted Average
	1,588		69.71% Pervious Area
	690		30.29% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-3:**Hydrograph**

16-195 Post

Type III 24-hr 10-yr Storm Rainfall=4.72"

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Summary for Pond RG: Rain Garden

Inflow Area = 0.072 ac, 72.78% Impervious, Inflow Depth > 2.65" for 10-yr Storm event
 Inflow = 0.24 cfs @ 12.08 hrs, Volume= 0.016 af
 Outflow = 0.24 cfs @ 12.08 hrs, Volume= 0.016 af, Atten= 0%, Lag= 0.0 min
 Discarded = 0.23 cfs @ 12.08 hrs, Volume= 0.015 af
 Primary = 0.01 cfs @ 12.08 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 97.85' @ 12.08 hrs Surf.Area= 0.008 ac Storage= 0.000 af

Plug-Flow detention time= (not calculated: outflow precedes inflow)

Center-of-Mass det. time= (not calculated: outflow precedes inflow)

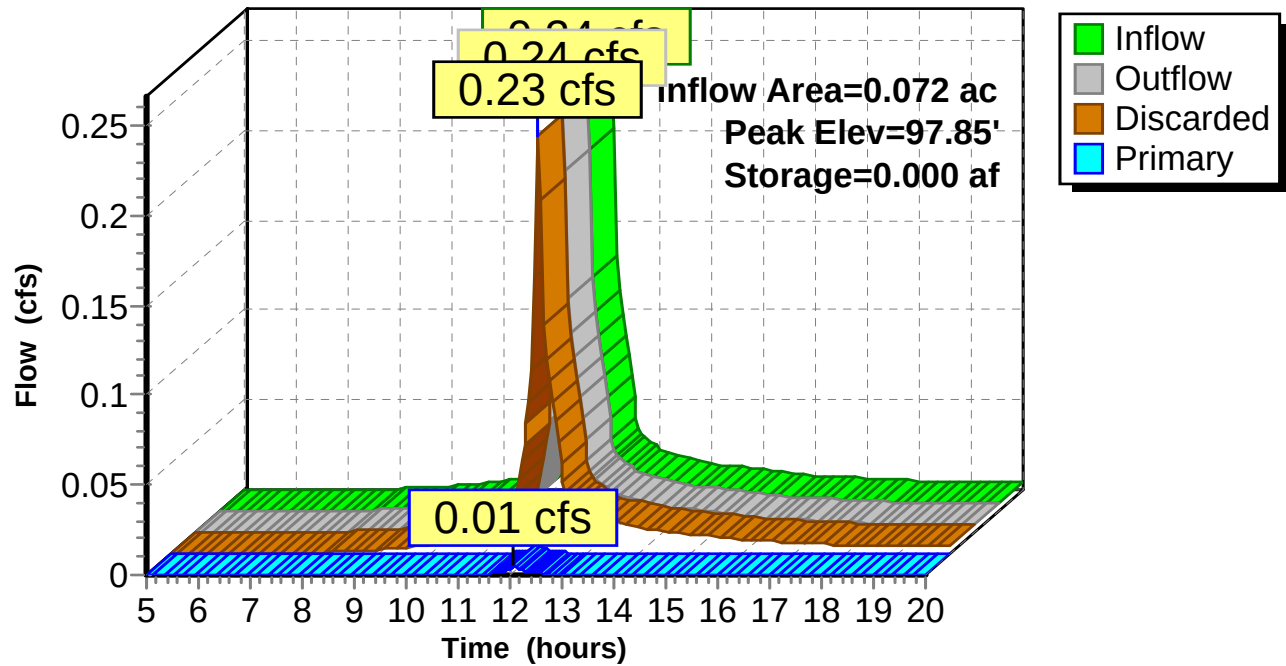
Volume	Invert	Avail.Storage	Storage Description
#1	97.85'	0.000 af	60.0"W x 6.0"H x 67.00'L Parabolic Arch 0.003 af Overall x 0.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	97.85'	2.41 cfs Exfiltration at all elevations
#2	Primary	97.85'	67.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=2.41 cfs @ 12.08 hrs HW=97.85' (Free Discharge)↑**1=Exfiltration** (Exfiltration Controls 2.41 cfs)**Primary OutFlow** Max=0.00 cfs @ 12.08 hrs HW=97.85' (Free Discharge)↑**2=Broad-Crested Rectangular Weir** (Weir Controls 0.00 cfs @ 0.05 fps)

Pond RG: Rain Garden

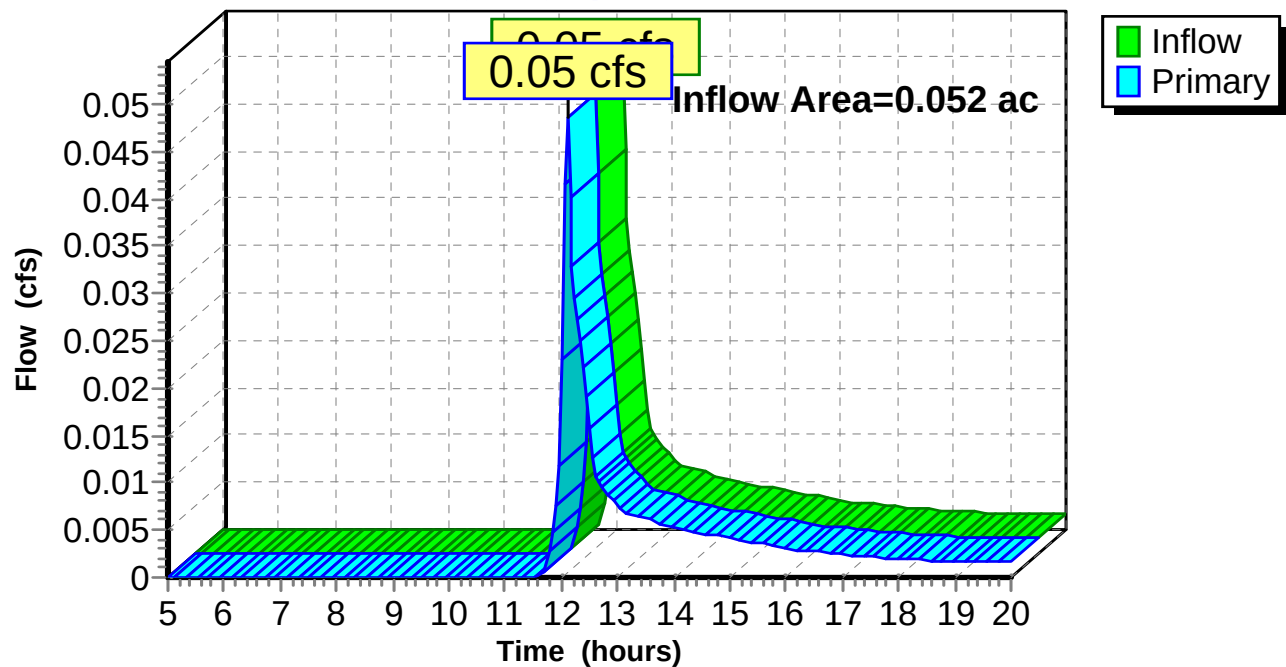
Hydrograph



Summary for Link AP1: Down property

Inflow Area = 0.052 ac, 30.29% Impervious, Inflow Depth > 0.86" for 10-yr Storm event
Inflow = 0.05 cfs @ 12.10 hrs, Volume= 0.004 af
Primary = 0.05 cfs @ 12.10 hrs, Volume= 0.004 af, Atten= 0%, Lag= 0.0 min

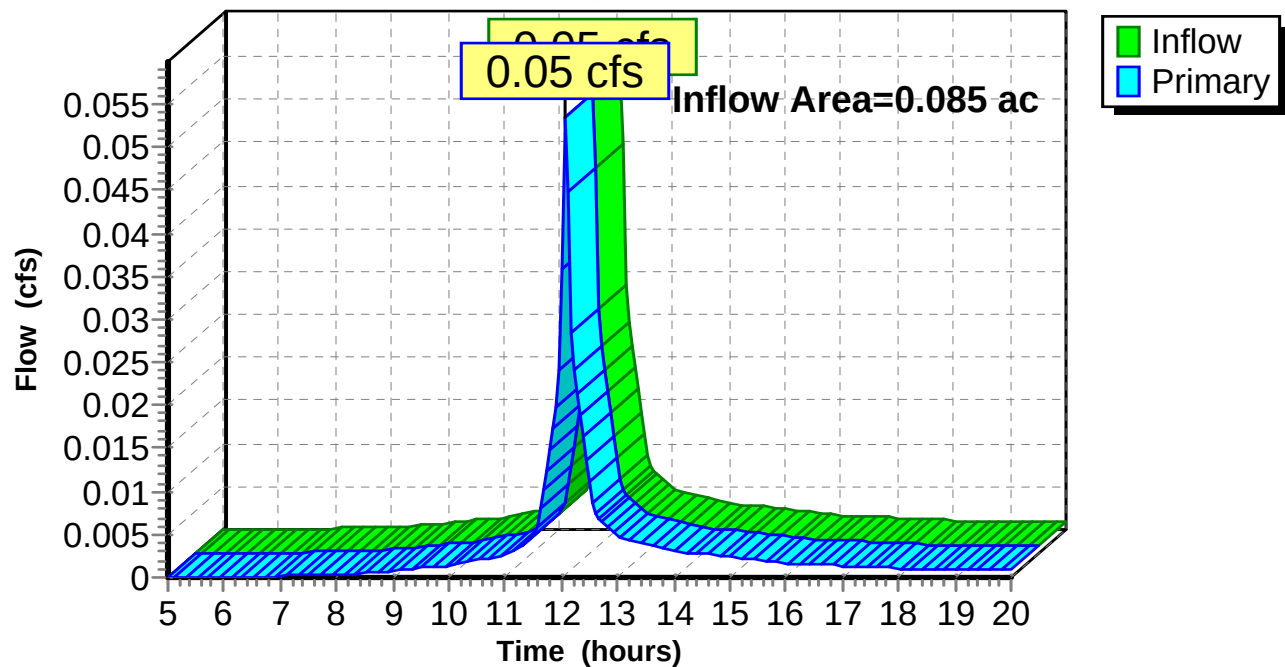
Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP1: Down property**Hydrograph**

Summary for Link AP2: Street/Public System

Inflow Area = 0.085 ac, 73.91% Impervious, Inflow Depth > 0.51" for 10-yr Storm event
Inflow = 0.05 cfs @ 12.07 hrs, Volume= 0.004 af
Primary = 0.05 cfs @ 12.07 hrs, Volume= 0.004 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP2: Street/Public System**Hydrograph**

16-195 Post*Type III 24-hr 25-yr Storm Rainfall=5.94"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment A-1: Runoff Area=3,123 sf 72.78% Impervious Runoff Depth>3.69"
Tc=5.0 min CN=82 Runoff=0.33 cfs 0.022 af

Subcatchment A-2: Runoff Area=561 sf 80.21% Impervious Runoff Depth>4.11"
Tc=5.0 min CN=86 Runoff=0.06 cfs 0.004 af

Subcatchment A-3: Runoff Area=2,278 sf 30.29% Impervious Runoff Depth>1.49"
Tc=5.0 min CN=57 Runoff=0.09 cfs 0.006 af

Pond RG: Rain Garden Peak Elev=97.85' Storage=0.000 af Inflow=0.33 cfs 0.022 af
Discarded=0.32 cfs 0.022 af Primary=0.01 cfs 0.000 af Outflow=0.33 cfs 0.022 af

Link AP1: Down property Inflow=0.09 cfs 0.006 af
Primary=0.09 cfs 0.006 af

Link AP2: Street/Public System Inflow=0.07 cfs 0.005 af
Primary=0.07 cfs 0.005 af

Total Runoff Area = 0.137 ac Runoff Volume = 0.033 af Average Runoff Depth = 2.89"
42.75% Pervious = 0.059 ac 57.25% Impervious = 0.078 ac

16-195 Post

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Type III 24-hr 25-yr Storm Rainfall=5.94"

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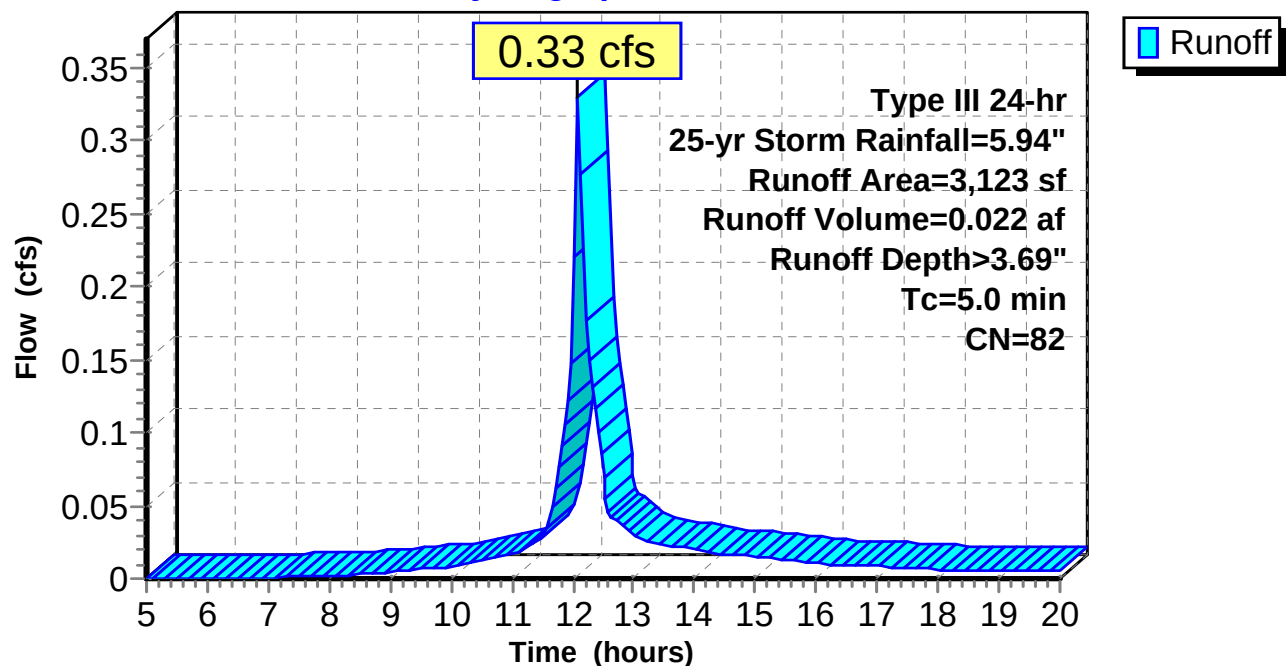
Summary for Subcatchment A-1:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.33 cfs @ 12.07 hrs, Volume= 0.022 af, Depth> 3.69"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 25-yr Storm Rainfall=5.94"

	Area (sf)	CN	Description
*	2,273	98	Impervious
	850	39	>75% Grass cover, Good, HSG A
	3,123	82	Weighted Average
	850		27.22% Pervious Area
	2,273		72.78% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-1:**Hydrograph**

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Type III 24-hr 25-yr Storm Rainfall=5.94"

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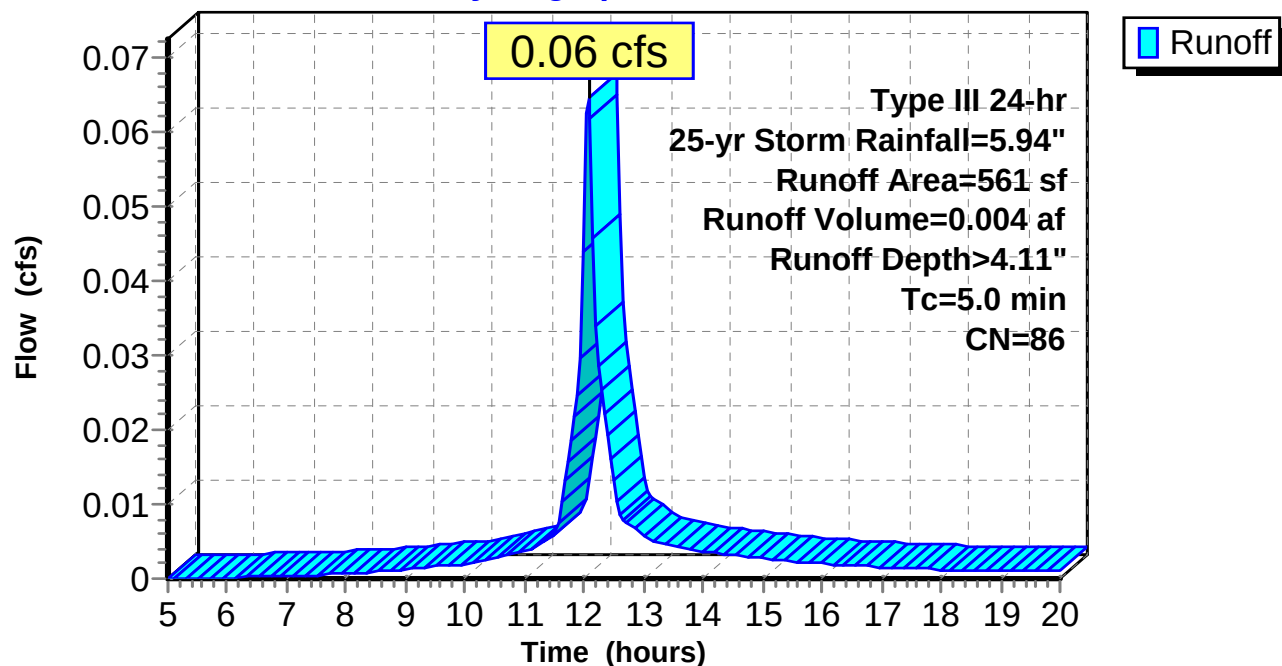
Summary for Subcatchment A-2:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.06 cfs @ 12.07 hrs, Volume= 0.004 af, Depth> 4.11"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 25-yr Storm Rainfall=5.94"

	Area (sf)	CN	Description
*	450	98	Impervious
	111	39	>75% Grass cover, Good, HSG A
	561	86	Weighted Average
	111		19.79% Pervious Area
	450		80.21% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-2:**Hydrograph**

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Type III 24-hr 25-yr Storm Rainfall=5.94"

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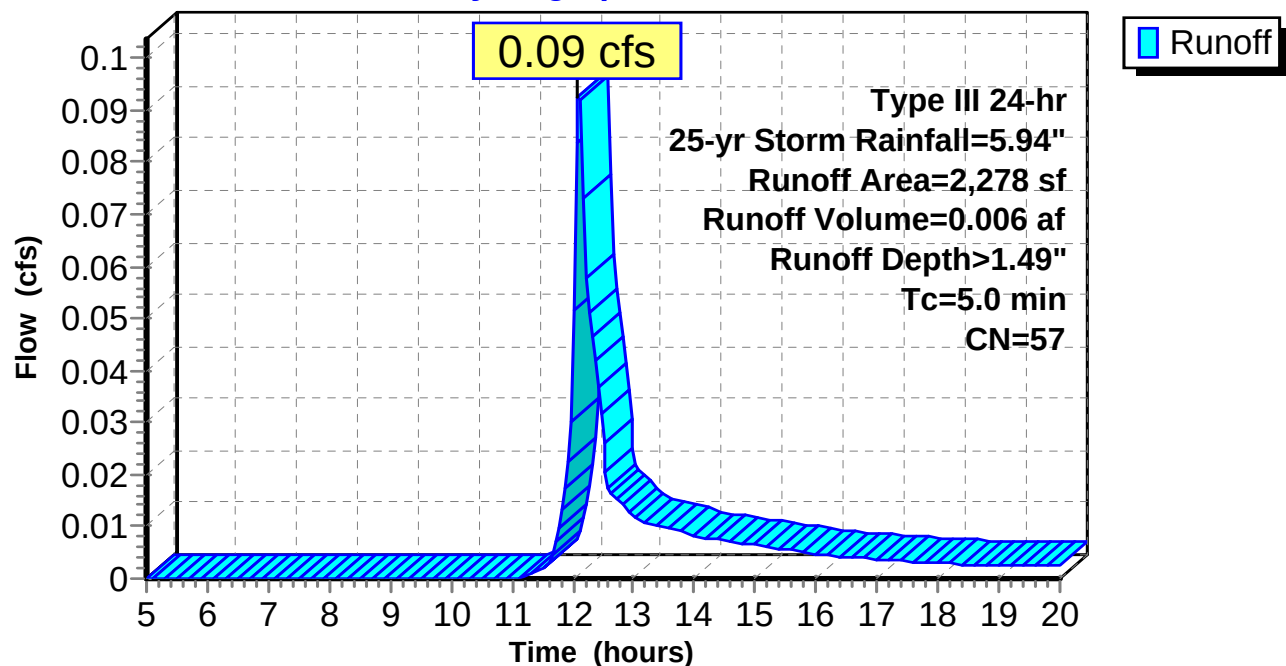
Summary for Subcatchment A-3:[49] Hint: $T_c < 2dt$ may require smaller dt

Runoff = 0.09 cfs @ 12.09 hrs, Volume= 0.006 af, Depth> 1.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, $dt=0.05$ hrs
Type III 24-hr 25-yr Storm Rainfall=5.94"

	Area (sf)	CN	Description
*	690	98	Impervious
	1,588	39	>75% Grass cover, Good, HSG A
	2,278	57	Weighted Average
	1,588		69.71% Pervious Area
	690		30.29% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment A-3:**Hydrograph**

16-195 Post

Type III 24-hr 25-yr Storm Rainfall=5.94"

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Summary for Pond RG: Rain Garden

Inflow Area = 0.072 ac, 72.78% Impervious, Inflow Depth > 3.69" for 25-yr Storm event
 Inflow = 0.33 cfs @ 12.07 hrs, Volume= 0.022 af
 Outflow = 0.33 cfs @ 12.07 hrs, Volume= 0.022 af, Atten= 0%, Lag= 0.0 min
 Discarded = 0.32 cfs @ 12.07 hrs, Volume= 0.022 af
 Primary = 0.01 cfs @ 12.07 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 97.85' @ 12.07 hrs Surf.Area= 0.008 ac Storage= 0.000 af

Plug-Flow detention time= (not calculated: outflow precedes inflow)
 Center-of-Mass det. time= 0.0 min (775.8 - 775.8)

Volume	Invert	Avail.Storage	Storage Description
#1	97.85'	0.000 af	60.0"W x 6.0"H x 67.00'L Parabolic Arch 0.003 af Overall x 0.0% Voids

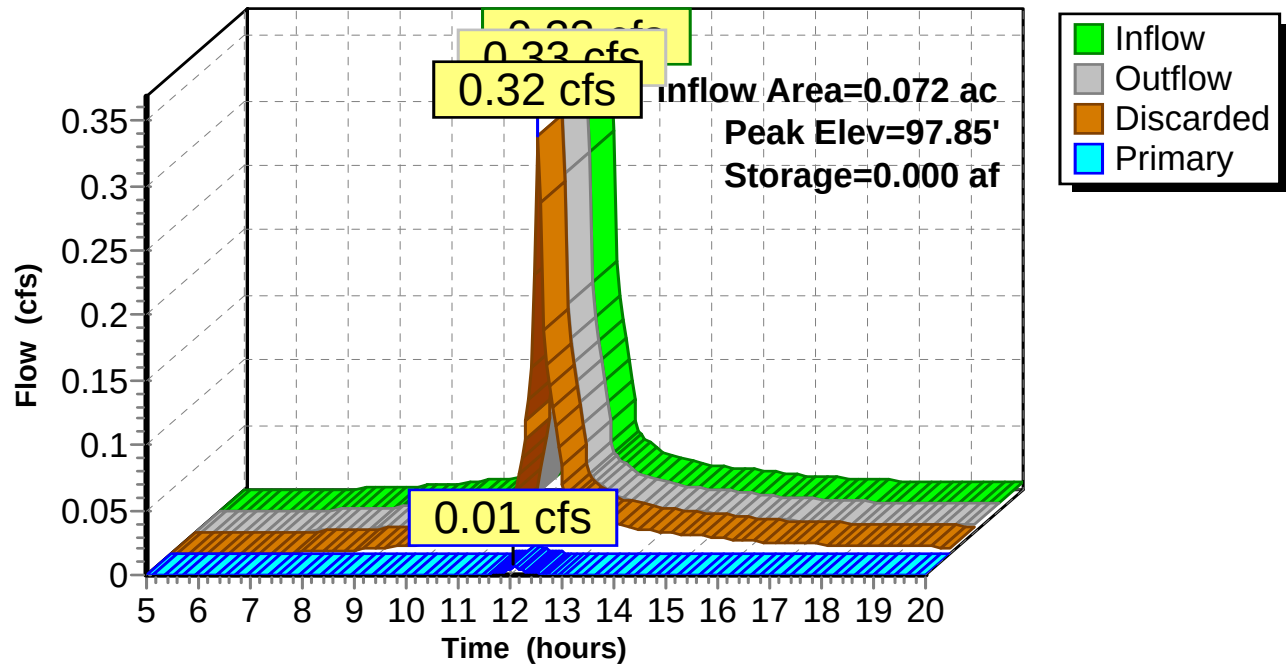
Device	Routing	Invert	Outlet Devices
#1	Discarded	97.85'	2.41 cfs Exfiltration at all elevations
#2	Primary	97.85'	67.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=2.41 cfs @ 12.07 hrs HW=97.85' (Free Discharge)
 ↑ **1=Exfiltration** (Exfiltration Controls 2.41 cfs)

Primary OutFlow Max=0.00 cfs @ 12.07 hrs HW=97.85' (Free Discharge)
 ↑ **2=Broad-Crested Rectangular Weir** (Weir Controls 0.00 cfs @ 0.06 fps)

Pond RG: Rain Garden

Hydrograph



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Type III 24-hr 25-yr Storm Rainfall=5.94"

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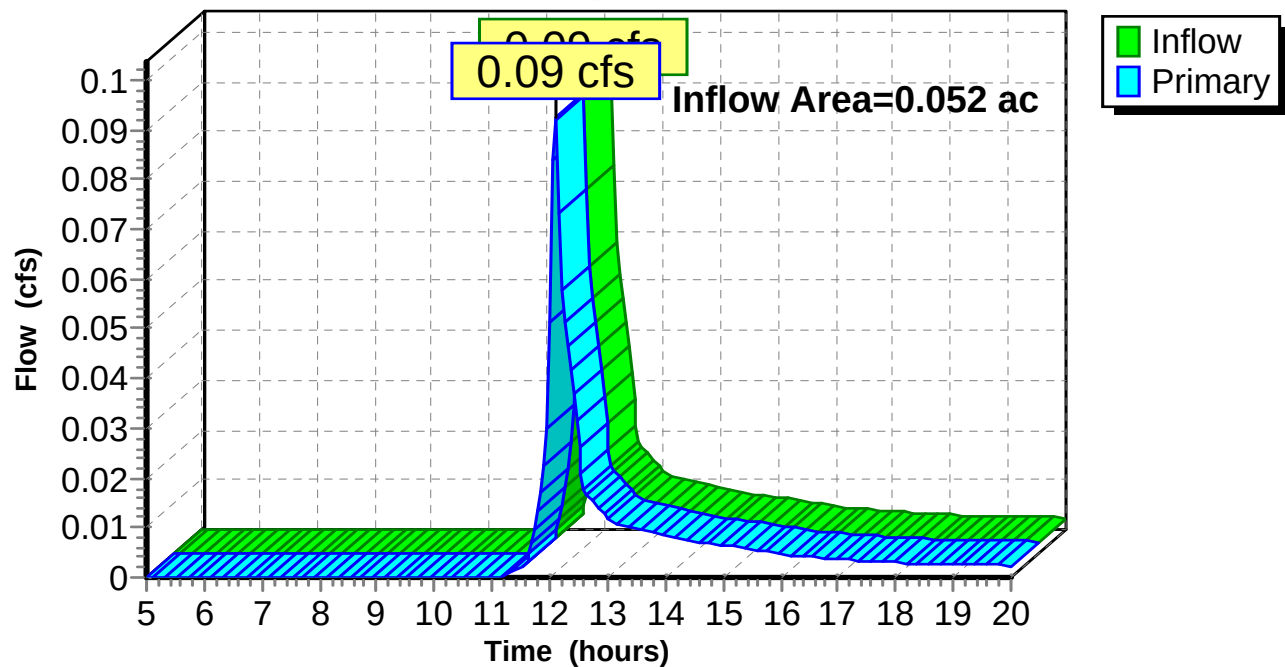
Summary for Link AP1: Down property

Inflow Area = 0.052 ac, 30.29% Impervious, Inflow Depth > 1.49" for 25-yr Storm event
Inflow = 0.09 cfs @ 12.09 hrs, Volume= 0.006 af
Primary = 0.09 cfs @ 12.09 hrs, Volume= 0.006 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP1: Down property

Hydrograph



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Type III 24-hr 25-yr Storm Rainfall=5.94"

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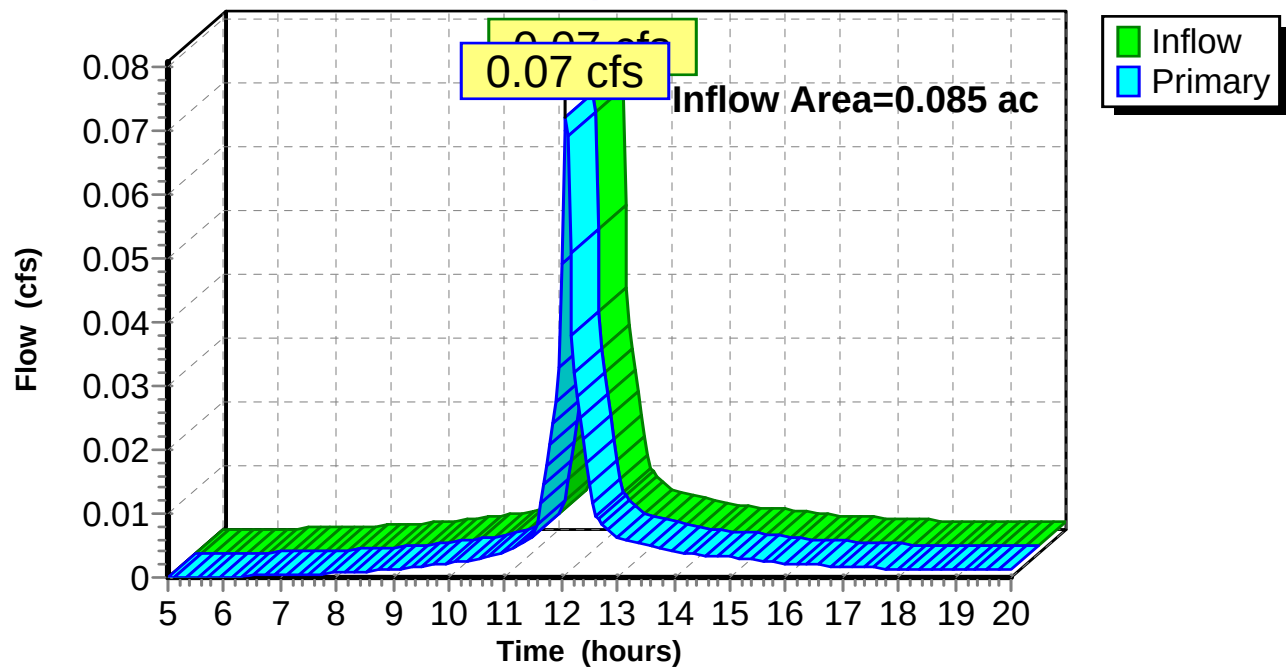
Summary for Link AP2: Street/Public System

Inflow Area = 0.085 ac, 73.91% Impervious, Inflow Depth > 0.70" for 25-yr Storm event
Inflow = 0.07 cfs @ 12.07 hrs, Volume= 0.005 af
Primary = 0.07 cfs @ 12.07 hrs, Volume= 0.005 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link AP2: Street/Public System

Hydrograph





5/12/2017

To Whom It May Concern,

This letter is to confirm that as of 5/12/2017, JP Sheridan LLC has at Camden National Bank the funds to cover the estimated project cost listed in the site plan for 88 Walnut St.

Kathleen Dodge

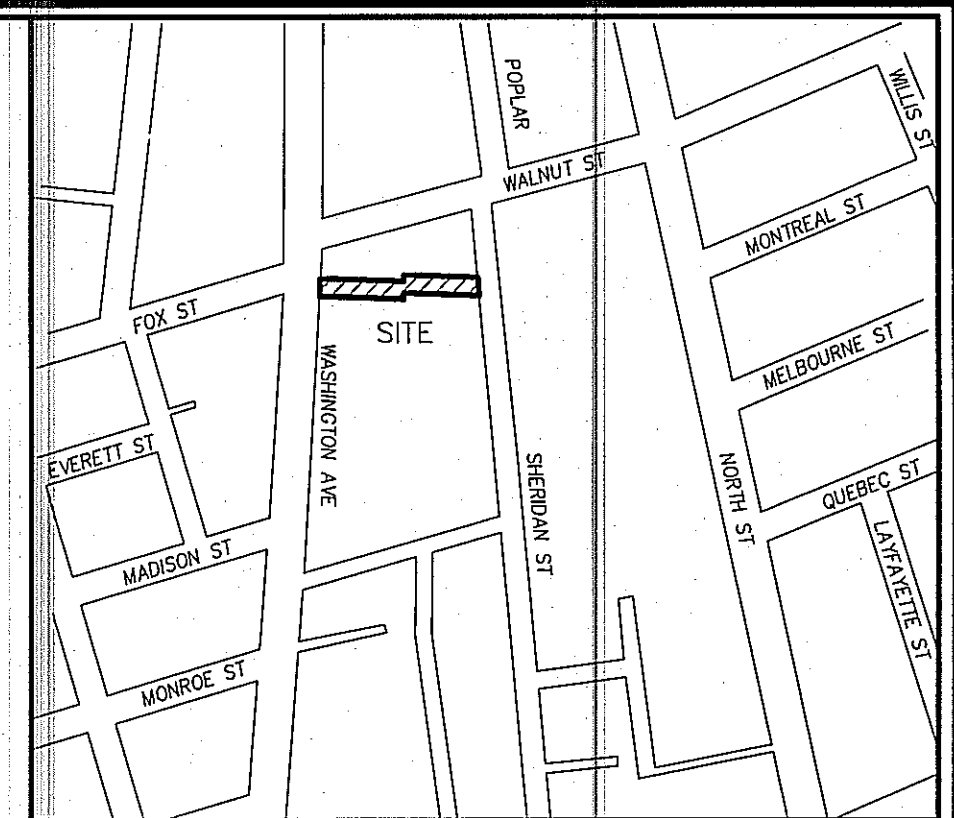
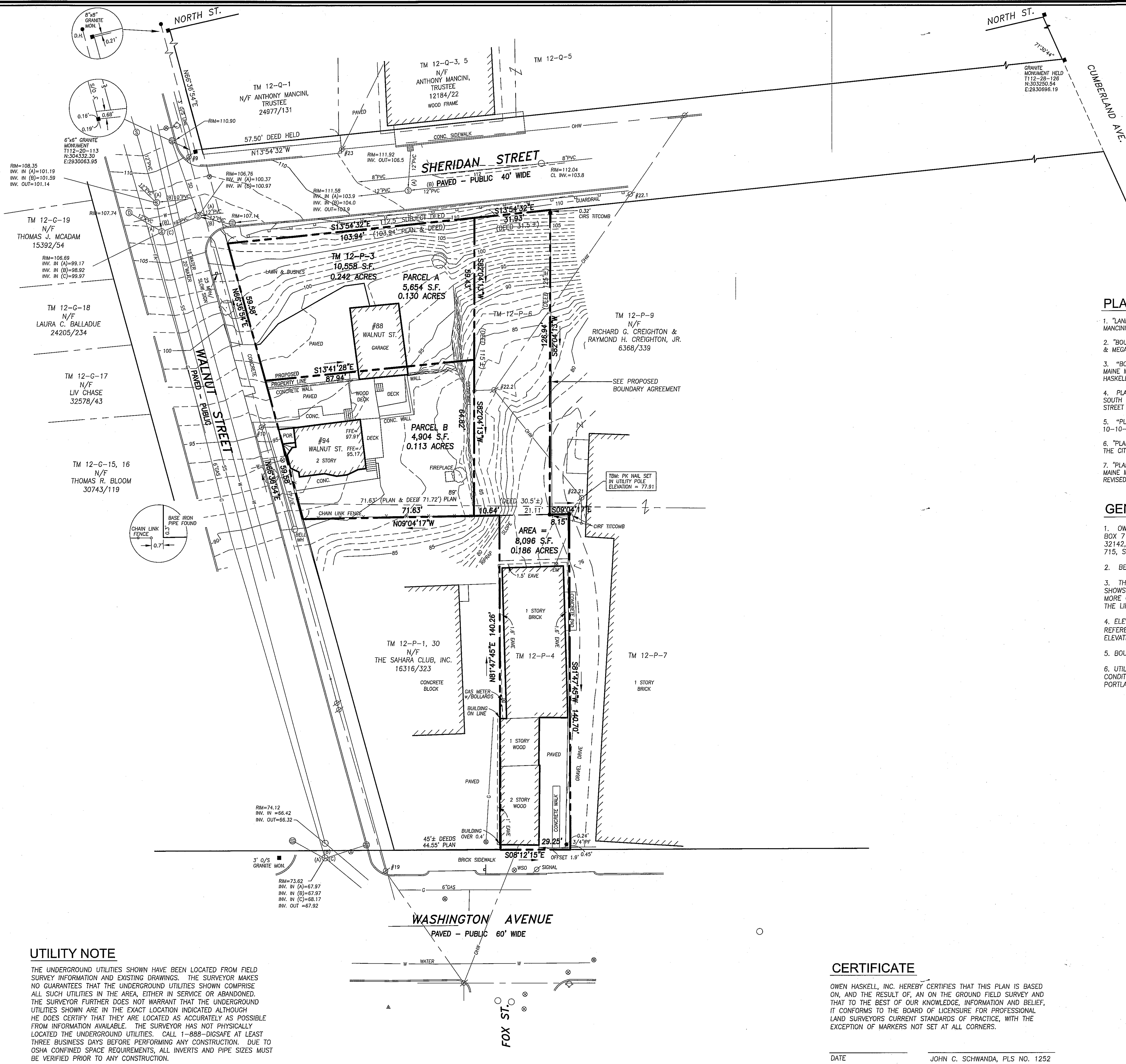
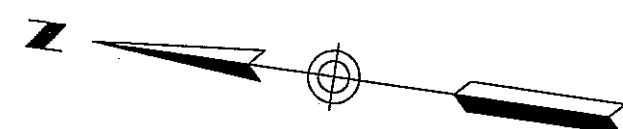
Branch Operations Supervisor II

2 Canal Plaza

Portland ME 04101

207-774-6736 ext. 1116

kdodge@camdennational.com



LOCATION MAP

N.T.S.

PLAN REFERENCES

1. "LAND TITLE SURVEY ON SHERIDAN STREET, PORTLAND, MAINE MADE FOR ANTHONY MANCINI NOV. 2, 1995 OWEN HASKELL, INC."
2. "BOUNDARY SURVEY AT 110 SHERIDAN STREET, PORTLAND, MAINE MADE FOR THOMAS & MEGAN HAMBRICK" FEBRUARY 10, 2015 REV. 1 07/01/15 BY OWEN HASKELL, INC."
3. "BOUNDARY & TOPOGRAPHIC SURVEY AT 134 WASHINGTON AVENUE, PORTLAND, MAINE MADE FOR AVESTA HOUSING DEVELOPMENT CORP. FEB. 13, 2014 OWEN HASKELL, INC. JOB NO. 2014-008P" REVISED 05-12-14
4. "PLAN OF LOTS BETWEEN WASHINGTON STREET (AVENUE) AND NORTH STREET, SOUTH OF MECHANIC (NOW WALNUT) STREET AND INCLUDING POPLAR (NOW SHERIDAN) STREET RECORDED JULY 18, 1809 IN DEED BOOK 51, PAGE 297."
5. "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR UNIVERSAL WATKINS 10-10-69 H.I. & E.C. JORDAN - SURVEYORS"
6. "PLAN AND PROFILE OF WASHINGTON AVENUE AND FOX ST. PORTLAND, MAINE MADE FOR THE CITY OF PORTLAND" BY OWEN HASKELL, INC. DATED JULY 2000.
7. "PLAN OF ALTA/NSPS LAND TITLE SURVEY, 1211 WASHINGTON AVENUE, PORTLAND, MAINE MADE FOR COTTON STREET HOLDINGS, LLC 08/08/2016 TITCOMB ASSOCIATES" REVISED 09/14/16.

GENERAL NOTES

1. OWNER OF RECORD: TAX MAP 12 BLOCK P LOT 4 - FOX STREET, LLC, P.O. BOX 715, SOUTH FREEPORT, ME, CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 32142, PAGE 229; TAX MAP 12 BLOCK P LOT 6 - JP SHERIDAN, LLC, P.O. BOX 715, SOUTH FREEPORT, ME, BOOK 32142, PAGE 232
2. BEARINGS ARE MAGNETIC 1954 PER PLAN REFERENCE 1.
3. THE LINES OF LOT 4 ARE TAKEN FROM PLAN REFERENCE 5. THAT PLAN SHOWS THE LOT WIDTH AS 29.25 FEET WHILE THE OLD DEEDS CALL FOR 26 FEET, MORE OR LESS. A BOUNDARY AGREEMENT IS RECOMMENDED WITH CREIGHTON FOR THE LINE FROM WASHINGTON AVENUE TO SHERIDAN STREET.
4. ELEVATIONS ARE BASED ON NGVD 1929 PER BENCHMARK SHOWN ON PLAN REFERENCE 6, PK IN POLE #11 CORNER OF ANDERSON AND EVERETT STREET ELEVATION 12.42 CITY LEVEL BOOK 737 PAGE 77.
5. BOUNDARY AGREEMENT RECOMMENDED WITH THE SAHARA CLUB, INC.
6. UTILITY INFORMATION SHOWN IN WALNUT STREET TAKEN FROM EXISTING CONDITIONS SURVEY PREPARED BY TITCOMB ASSOCIATES FOR THE CITY OF PORTLAND, PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.

LEGEND

- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- UTILITY POLE
- MANHOLE
- SIGN
- HYDRANT
- WATER VALVE OR SHUTOFF
- GAS VALVE
- ELECTRIC OR GAS METER
- STONE WALL
- CURB
- OHW
- OVERHEAD WIRES
- W
- WATER LINE
- G
- GAS LINE
- TM
- TAX MAP
- N/F
- NOW OR FORMERLY
- 000/000
- DEED BOOK AND PAGE

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

DATE

JOHN C. SCHWANDA, PLS NO. 1252

REV. 4/04/21/17	DIVIDE LOT 12-P-3
REV. 3/11/14/16	ADD IRONS ALONG CREIGHTON, PLAN REF. 7
REV. 2/10/14/16	ADD LOT TM 12-P-3
REV. 1/07/25/16	ADDED TOPOGRAPHY
BOUNDARY SURVEY ON WASHINGTON AVENUE & SHERIDAN STREET PORTLAND, MAINE MADE FOR JOHN EDWARDS 131 WASHINGTON AVENUE, PORTLAND, MAINE	
OWEN HASKELL, INC. 390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424 PROFESSIONAL LAND SURVEYORS	
Drawn By JCS	Date NOV. 12, 2015
Trace By JLW	Job No. 2015-155P
Check By JCS	Scale 1" = 20'
Book No. FILE	Drwg. No. 1

J.P. SHERIDAN LLC APARTMENTS

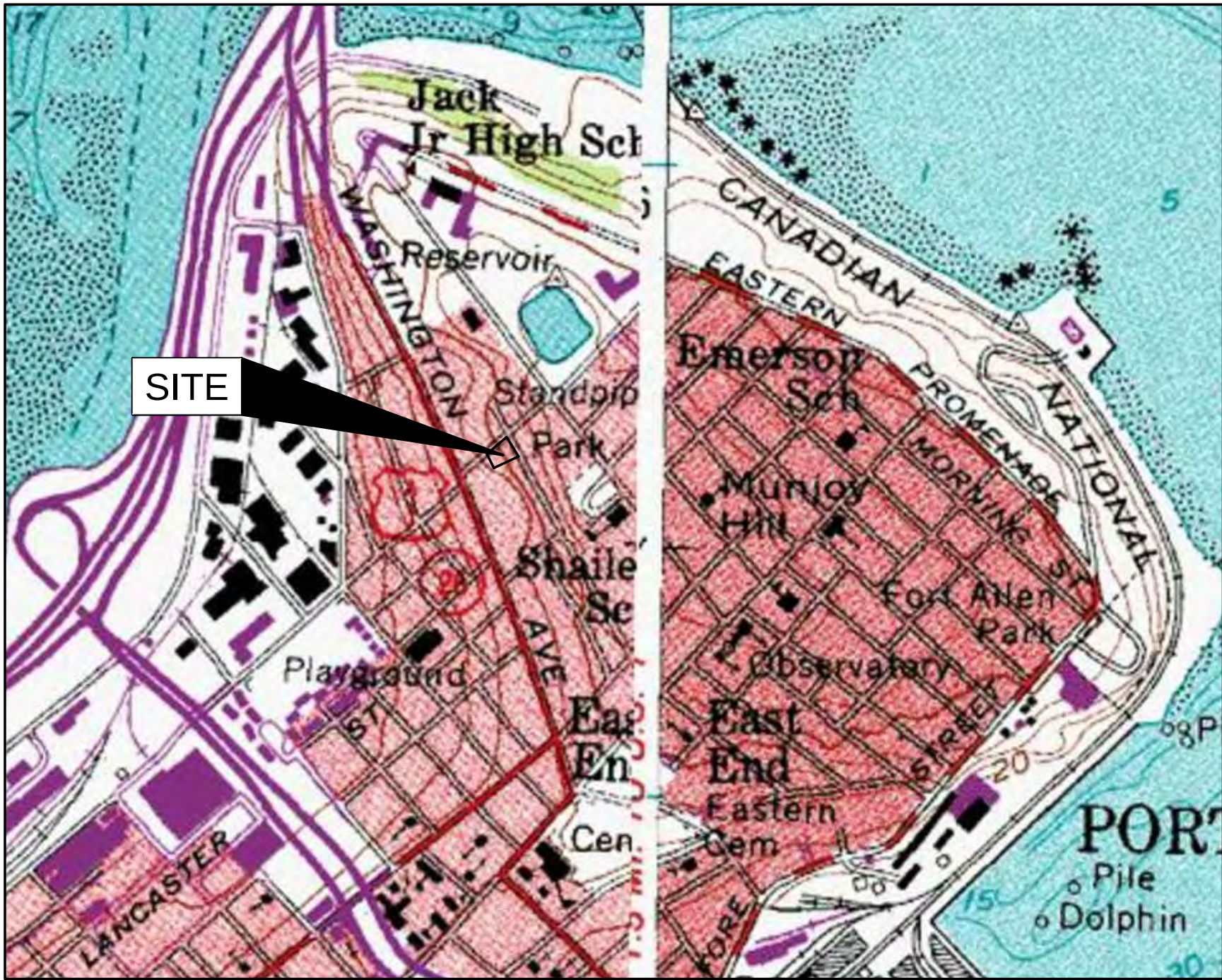
88 WALNUT STREET
MAY 2, 2017

GENERAL NOTES

- 2) THE CONTRACT WORK TO BE PERFORMED ON THIS PROJECT CONSISTS OF FURNISHING ALL REQUIRED LABOR, MATERIALS, EQUIPMENT, IMPLEMENTS, PARTS AND SUPPLIES NECESSARY FOR OR APPURTENANT TO, THE INSTALLATION OF CONSTRUCTION IMPROVEMENTS IN ACCORDANCE WITH THESE DRAWINGS AND AS FURTHER ELABORATED IN ANY ACCOMPANYING SPECIFICATIONS.
- 3) THE WORK SHALL BE PERFORMED IN A THOROUGH WORKMANLIKE MANNER. ALL CONTRACTORS TO CONFORM TO ALL APPLICABLE OSHA STANDARDS. ANY REFERENCE TO A SPECIFICATION OR DESIGNATION OF THE AMERICAN SOCIETY FOR TESTING MATERIALS, FEDERAL SPECIFICATIONS, OR OTHER STANDARDS, CODES OR ORDERS, REFERS TO THE MOST RECENT OR LATEST SPECIFICATION OR DESIGNATION.
- 4) ALL CONSTRUCTION WITHIN THE TOWN RIGHT OF WAY SHALL COMPLY WITH TOWN PUBLIC WORKS STANDARDS. ALL CONSTRUCTION WITHIN A STATE RIGHT OF WAY SHALL COMPLY WITH MAINE D.O.T. STANDARDS. ALL UTILITY CONSTRUCTION SHALL CONFORM TO RESPECTIVE UTILITY STANDARDS.
- 5) THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED BY THE TOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE TOWN REQUIRED TO PERFORM ALL THE WORK (STREET OPENINGS, BUILDING PERMIT, ETC.). THE CONTRACTOR SHALL POST ALL BONDS AS REQUIRED, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.
- 6) PRIOR TO CONSTRUCTION, THE SITE CONTRACTOR IS TO INFORM ALL AREA UTILITY COMPANIES AND GOVERNMENTAL AGENCIES OF PLANNED CONSTRUCTION. THE SITE CONTRACTOR IS REQUIRED TO CONTACT DIG-SAFE (1-800-225-4977) AT LEAST 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION TO VERIFY ALL UNDERGROUND AND OVERHEAD UTILITY LOCATIONS.
- 7) THE PROJECT DRAWINGS ARE GENERALLY SCHEMATIC AND INDICATE THE POSSIBLE LOCATION OF EXISTING UNDERGROUND UTILITIES. INFORMATION ON EXISTING UTILITIES HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY COMPANY MAPS, MUNICIPAL RECORD MAPS, AND FIELD SURVEY. IT IS NOT GUARANTEED TO BE CORRECT OR COMPLETE. UTILITIES ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND DEPTHS OF ALL UTILITIES, INCLUDING SERVICES, WHEN THOSE SERVICES ARE TO BE LEFT IN PLACE. THE CONTRACTOR IS TO PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING THE EXCAVATING AND BACKFILLING OPERATIONS. SHOULD ANY UNCHARTED OR INCORRECTLY CHARTED UTILITIES BE FOUND, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER IMMEDIATELY FOR DIRECTIONS BEFORE PROCEEDING FURTHER WITH THE WORK IN THIS AREA.
- 8) OSHA REGULATIONS MAKE IT UNLAWFUL TO OPERATE CRANES, BOOMS, HOISTS, ETC. WITHIN TEN FEET (10') OF ANY ELECTRIC LINE. IF THE CONTRACTOR MUST OPERATE CLOSER THAN 10' THE CONTRACTOR MUST CONTACT THE POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS BEFORE ENCRDACHING ON THIS REQUIREMENT.
- 9) IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLANS, APPROVALS, AND DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL VERIFY ALL THE SITE CONDITIONS IN THE FIELD AND CONTACT THE DESIGN ENGINEER IF THERE ARE ANY DISCREPANCIES REGARDING THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS SO THAT AN APPROPRIATE REVISION CAN BE MADE PRIOR TO BIDDING.
- 10) THE CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDING AREA, BUILDING AND CURBWAYS SHOWN ARE CONCEPTUAL. ALL SITE DIMENSIONS ARE REFERENCED TO PROPERTY LINES, THE FACE OF DRIVEWAYS, OUTSIDE FACE OF WALLS, OR EDGE OF PAVING UNLESS OTHERWISE NOTED.
- 11) ALTERNATIVE METHODS AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED IF REVIEWED AND APPROVED IN WRITING BY THE OWNER, DESIGN ENGINEER, AND APPROPRIATE GOVERNMENTAL AGENCY PRIOR TO INSTALLATION.
- 12) THE CONTRACTOR SHALL RESTORE ALL UTILITY STRUCTURES, PIPE, UTILITIES, PAVEMENT, CURBS, SIDEWALKS, AND LANDSCAPED AREAS DISTURBED BY CONSTRUCTION TO AS GOOD AS BEFORE BEING DISTURBED AS DETERMINED BY CITY CODE ENFORCEMENT OFFICIALS. ANY DAMAGES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 13) ALL EXCAVATION SHALL BE BACKFILLED TO EXISTING GRADE BEFORE THE END OF THE DAY OR ADEQUATELY PROTECTED FROM DANGER TO HUMANS AND ANIMALS.
- 14) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT. THE OWNER WILL PROVIDE A BENCH MARK AT THE CONSTRUCTION SITE FROM WHICH TO BEGIN LAYOUT.
- 15) THE CONTRACTOR SHALL GUARANTEE THE FAITHFUL REMEDY OF ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND GUARANTEES PAYMENT FOR ANY RESULTING DAMAGE WHICH SHALL APPEAR WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT.
- 16) THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER AT THE END OF CONSTRUCTION.
- 17) A PRE-CONSTRUCTION CONFERENCE WITH THE OWNER, DESIGNERS, TOWN OFFICIALS AND CONTRACTOR SHALL BE REQUIRED BEFORE ANY CONSTRUCTION OCCURS ON THE PROJECT. DURING CONSTRUCTION THERE SHALL BE WEEKLY PROGRESS MEETINGS WITH THE OWNER (ON SITE OR TELECONFERENCE) UNTIL PROJECT COMPLETION.
- 18) PROPER IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE OF PARAMOUNT IMPORTANCE FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER, THEIR REPRESENTATIVES, OR STATE/LOCAL/FEDERAL INSPECTORS AT NO ADDITIONAL COST TO THE OWNER.

DRAWING LIST

C100	SITE UTILITY AND DRAINAGE PLAN
C101	PRE AND POST WATERSHED PLAN
C200	SITE DETAILS
C201	SITE DETAILS
C300	EROSION CONTROL DETAILS



LOCUS MAP
NOT TO SCALE

SIGNATURE BLOCK

LEGEND

EXISTING

PROPOSED

- | | |
|---|------------------------|
|  | MONUMENT FOUND |
|  | UTILITY POLE |
|  | MANHOLE |
|  | SIGN |
|  | HYDRANT |
|  | WATER VALVE OR SHUTOFF |
|  | GAS VALVE |
|  | ELECTRIC OR GAS METER |
|  | STONE WALL |
|  | CURB |
|  | OVERHEAD ELECTRIC |
|  | STORM DRAIN LINE |
|  | GAS LINE |
|  | TAX MAP |
|  | NOW OR FORMERLY |
|  | DEED BOOK AND PAGE |
|  | PAVEMENT |
|  | CONTOUR LINES |
|  | BUILDING |
|  | SUBCATCHMENT LINE |
|  | TIME OF CONCENTRATION |

OWNER:

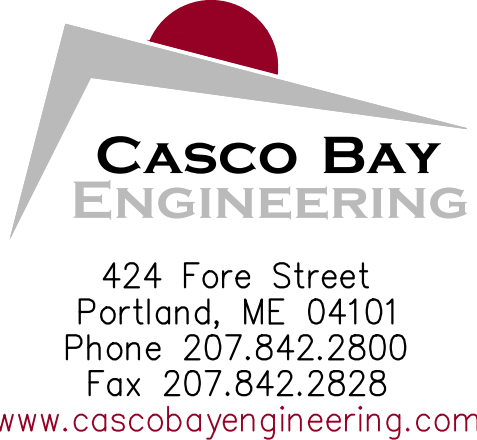
JP SHERIDAN LLC
88 WALNUT STREET
PORTLAND, ME 04101

ARCHITECT:

WHIPPLE CALLENDER ARCHITECTS
136 PLEASANT AVE
PORTLAND, ME 04103

CONSULTANTS:

CASCO BAY ENGINEERING
424 FORE STREET
PORTLAND, ME 04101



CLIENT:

WHIPPLE CALLENDER
ARCHITECTS

36 PLEASANT AVE.
PORTLAND, MAINE 04103

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NOT FOR CONSTRUCTION

JP SHERIDAN LLC APARTMENT

RETAINING WALL

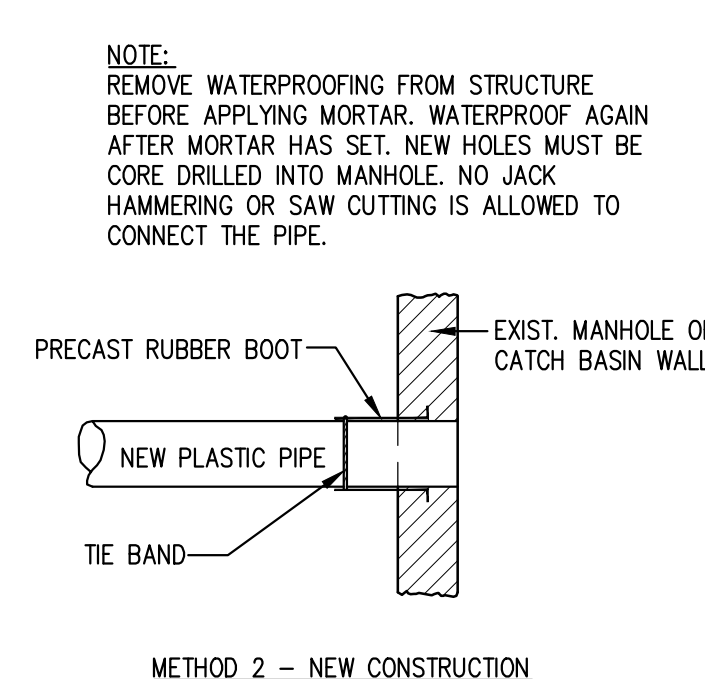
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COVER SHEET

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
CADD FILE:	16-195-C100.DWG
PROJECT NUMBER:	16-195

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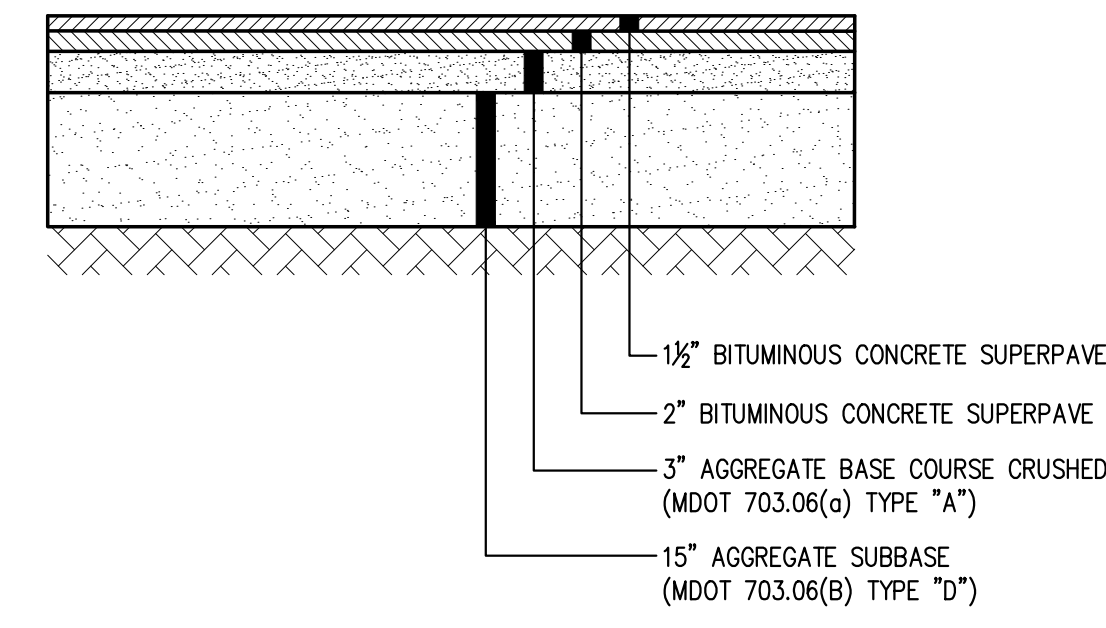
NOTE:
EXISTING MANHOLE OR CATCH BASIN SHALL BE CORE DRILLED FOR PIPE INSTALLATION. IF PIPE DIAMETER IS SO LARGE THAT CORE DRILLING IS PROHIBITED, THE CONTRACTOR MAY USE ANY COMBINATION OF JACK HAMMERING AND SAW CUTTING THE STRUCTURE TO CREATE PIPE OPENING. THE NEW OPENING MUST THEN BE SEALED AND WATERTIGHT BOTH INSIDE AND OUTSIDE THE STRUCTURE.

Diagram illustrating Method 3: New Pipe into Existing Structure. The diagram shows a cross-section of an existing manhole or catch basin wall. A new plastic pipe is being inserted into the wall. The pipe is surrounded by non-shrink grout and secured with a No. 1 wire cut brick. A ferroc ring is also shown.

Labels in diagram:

- NEW PLASTIC PIPE
- NON SHRINK GROUT AND No. 1 WIRE CUT BRICKS
- FERROC RING
- EXIST. MANHOLE OR CATCH BASIN WALL

METHOD 3 - NEW PIPE INTO EXISTING STRUCTURE



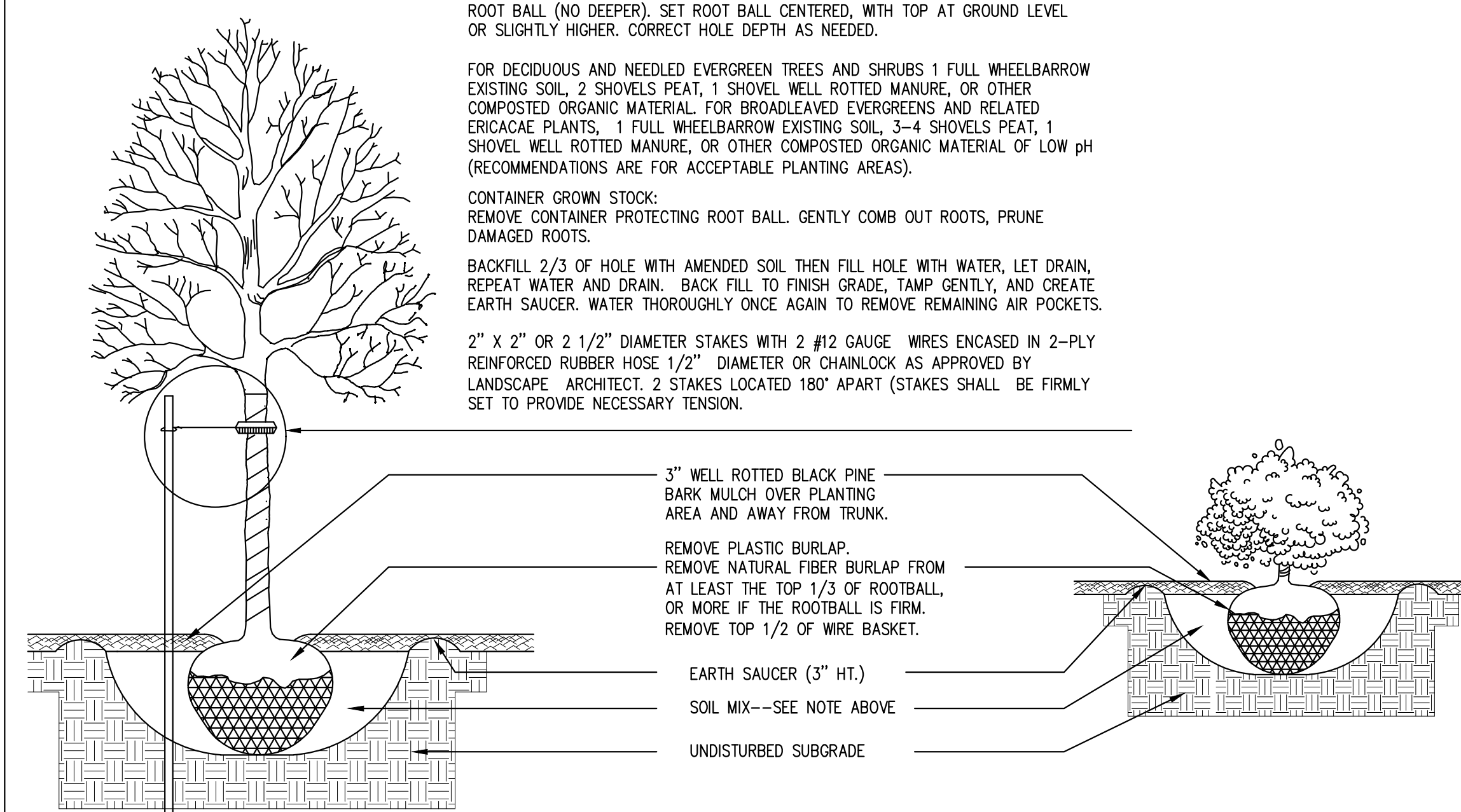
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*NOTES:

DIG HOLE AT LEAST 2 TIMES THE WIDTH OF ROOT BALL AND AS DEEP AS THE ROOT BALL (NO DEEPER). SET ROOT BALL CENTERED, WITH TOP AT GROUND LEVEL OR SLIGHTLY HIGHER. CORRECT HOLE DEPTH AS NEEDED.

FOR DECIDUOUS AND NEEDLED EVERGREEN TREES AND SHRUBS 1 FULL WHEELBARRROW EXISTING SOIL, 2 SHOVELS PEAT, 1 SHOVEL WELL ROTTEN MANURE, OR OTHER COMPOSTED ORGANIC MATERIAL. FOR BROADLEAVED EVERGREENS AND RELATED ERICACEAE PLANTS, 1 FULL WHEELBARRROW EXISTING SOIL, 3-4 SHOVELS PEAT, 1 SHOVEL WELL ROTTEN MANURE, OR OTHER COMPOSTED ORGANIC MATERIAL OF LOW pH (RECOMMENDATIONS ARE FOR ACCEPTABLE PLANTING AREAS).

CONTAINER GROWN STOCK:
REMOVE CONTAINER PROTECTING ROOT BALL. GENTLY COMB OUT ROOTS, PRUNE
DAMAGED ROOTS.

BACKFILL 2/3 OF HOLE WITH AMENDED SOIL THEN FILL HOLE WITH WATER, LET DRAIN, REPEAT WATER AND DRAIN. BACK FILL TO FINISH GRADE, TAMP GENTLY, AND CREATE EARTH SAUCER. WATER THOROUGHLY ONCE AGAIN TO REMOVE REMAINING AIR POCKETS

2" X 2" OR 2 1/2" DIAMETER STAKES WITH 2 #12 GAUGE WIRES ENCASED IN 2-PLY REINFORCED RUBBER HOSE 1/2" DIAMETER OR CHAINLOCK AS APPROVED BY LANDSCAPE ARCHITECT. 2 STAKES LOCATED 180° APART (STAKES SHALL BE FIRMLY SET TO PROVIDE NECESSARY TENSION.

— 3" WELL ROTTED BLACK PINE -
BARK MULCH OVER PLANTING
AREA AND AWAY FROM TRUNK.

REMOVE PLASTIC BURLAP.
— REMOVE NATURAL FIBER BURLAP FROM
AT LEAST THE TOP 1/3 OF ROOTBALL,
OR MORE IF THE ROOTBALL IS FIRM.
REMOVE TOP 1/2 OF WIRE BASKET.

EARTH CAUSED (3" UT)

EARTH SAUCER (3 HI.)
COIL MIX. SEE NOTE ABOVE.

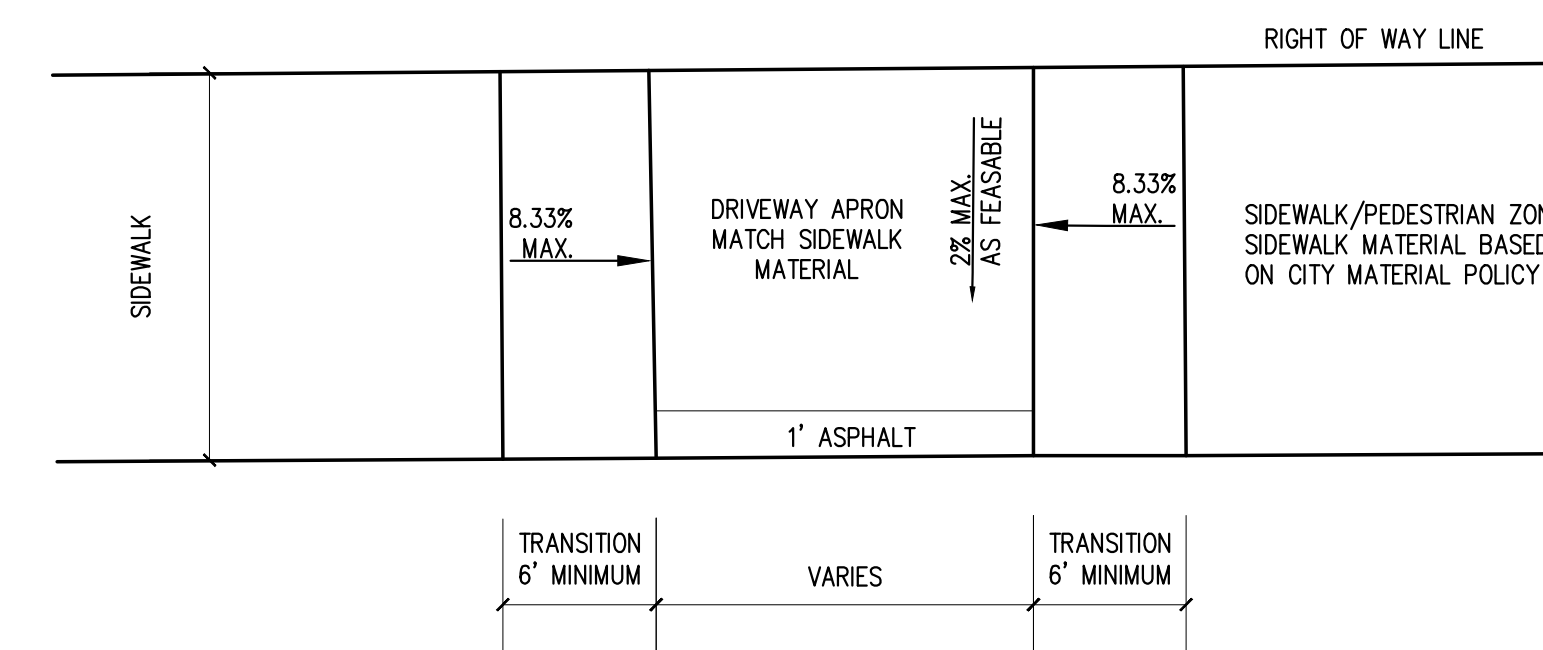
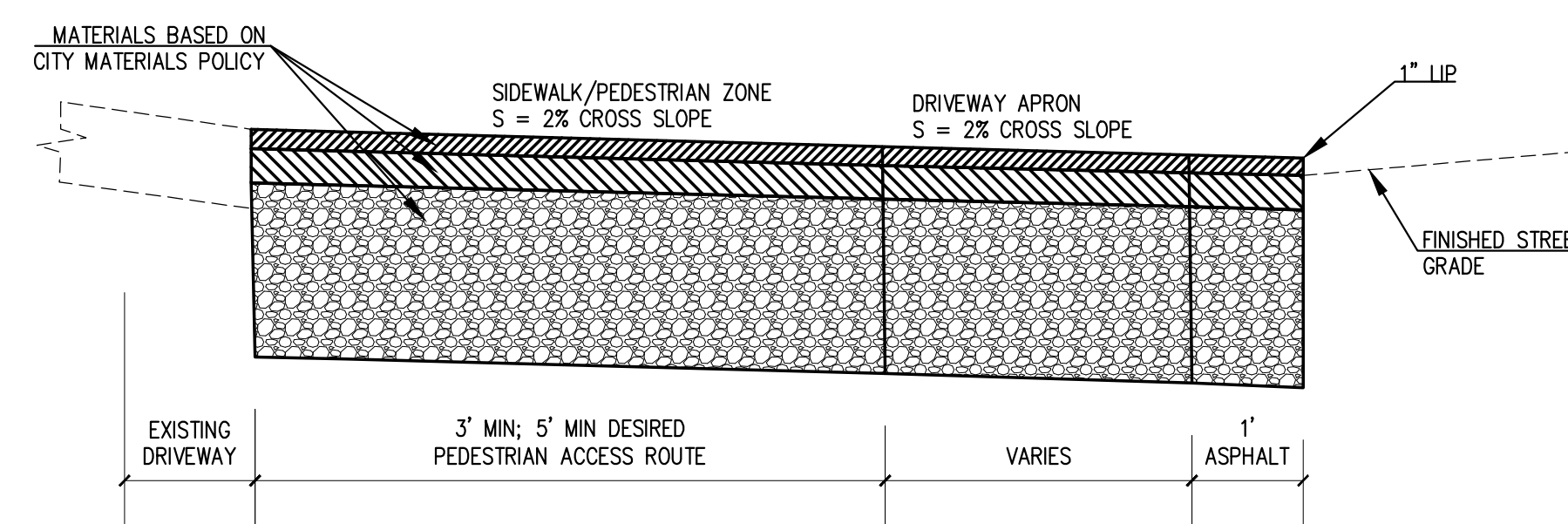
SOIL MIX--SEE NOTE ABOVE

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1. NEW VALVE TO REMAIN SHUT AND ONLY OPERATED BY DISTRICT FOR FLUSHING, TESTING, DISINFECTION, ETC.
2. THE TESTING CORPORATION LOCATION MUST BE ACCESSIBLE BY:
 - A. LEAVING THE EXCAVATION OPEN DURING TESTING - DISINFECTION PERIOD, OR BY:
 1. INSTALLING A "JUMPER LINE" TO THE GROUND SURFACE WITH THE CORPORATION BEING AN ANGLE VALVE IN A VALVE BOX, OR BY USING A SERVICE BOX AND ROD. AFTER COMPLETION OF THE HYDROSTATIC TEST AND THE DISINFECTION PROCEDURE:
 - (1) THE ANGLE VALVE IS SHUT,
 - (2) THE "JUMPER LINE" IS CUT OFF BELOW THE GROUND, AND
 - (3) THE BOX IS PULLED.



NTS

NTS

J P SHERIDAN LLC APARTMENTS
88 WALNUT ST
PORTLAND, ME

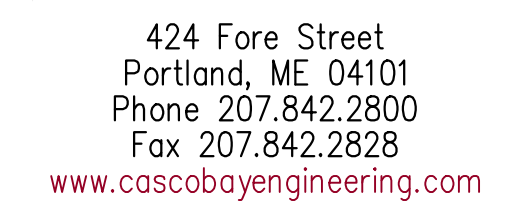
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A	FOR REVIEW	AM	8-25-16

SHEET TITLE:

SITE DETAILS

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
PROJECT NUMBER:	16-195

C200



PRELIMINARY
NOT FOR CONSTRUCTION

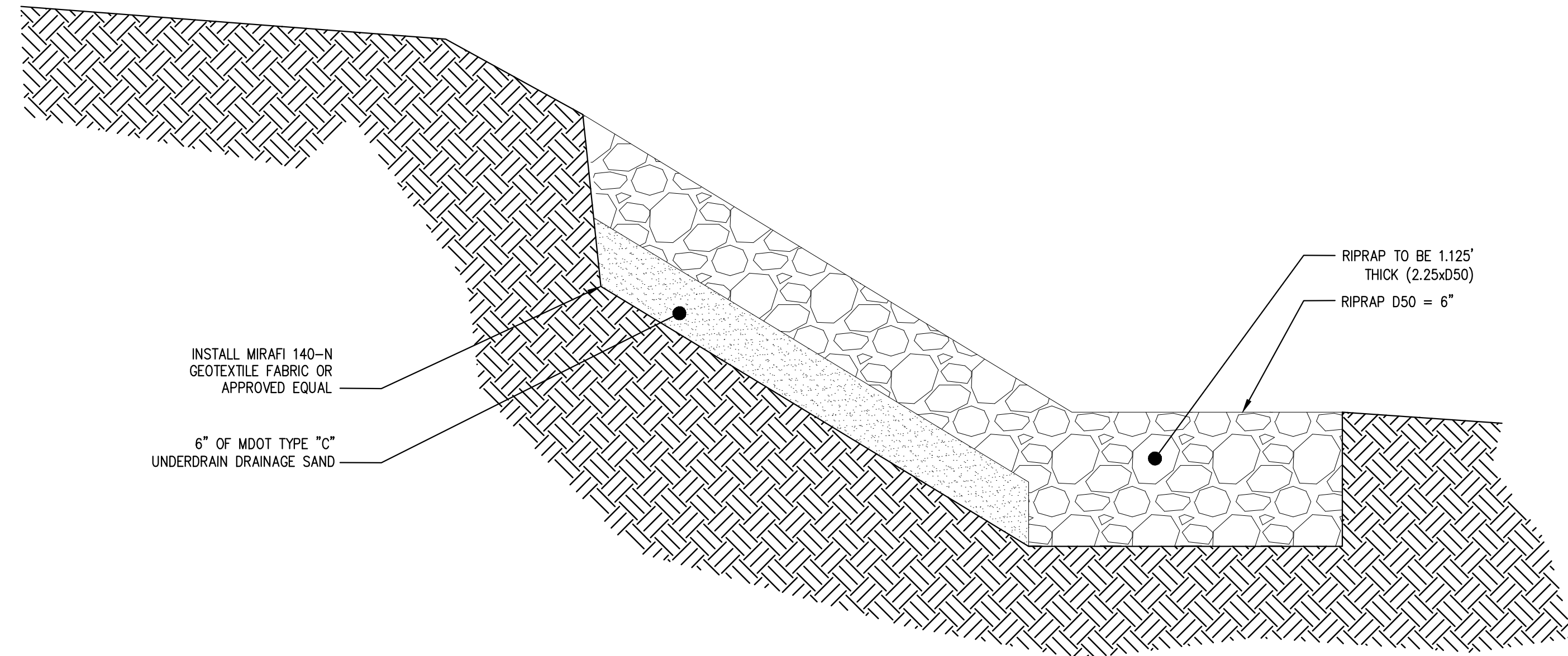
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SITE DETAILS

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
PROJECT NUMBER:	16-195

C201



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1. THIS PLAN HAS BEEN DEVELOPED TO PROVIDE A STRATEGY FOR DEALING WITH SOIL EROSION AND SEDIMENTATION DURING AND AFTER PROJECT CONSTRUCTION. THIS PLAN IS BASED ON THE STANDARD AND SPECIFICATIONS FOR EROSION PREVENTION AS CONTAINED IN THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: "MAINE EROSION AND SEDIMENT CONTROL BMPs" PUBLISHED BY THE MAINE DEP, LATEST EDITION.

1. EROSION/SEDIMENT CONTROL DEVICES
THE FOLLOWING EROSION SEDIMENTATION CONTROL DEVICES ARE PROPOSED FOR CONSTRUCTION ON THIS PROJECT. INSTALL THESE DEVICES AS INDICATED ON THE PLANS.
- 1.1 SILT FENCE: SILT FENCE WILL BE INSTALLED ALONG THE DOWN GRADING EDGES OF DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL THE SITE IS STABILIZED. IN AREAS WHERE STORMWATER DISCHARGES THE SILT FENCE WILL BE REINFORCED WITH HAY BALES TO HELP MAINTAIN THE INTEGRITY OF THE SILT FENCE AND TO PROVIDE ADDITIONAL TREATMENT.
- 1.2 HAY BALES TO BE PLACED IN LOW FLOW DRAINAGE SWALES AND PATHS TO TRAP SEDIMENTS AND REDUCE RUNOFF VELOCITIES. DO NOT PLACE HAY BALES IN FLOWING WATER OR STREAMS.
- 1.3 RIPRAP: PROVIDE RIPRAP IN AREAS WHERE CULVERTS DISCHARGE OR AS SHOWN ON THE PLANS.
- 1.4 LOAM, SEED, & MULCH: ALL DISTURBED AREAS, WHICH ARE NOT OTHERWISE TREATED, SHALL RECEIVE PERMANENT SEEDING AND MULCH TO STABILIZE THE DISTURBED AREAS. THE DISTURBED AREAS WILL BE REVEGETATED WITHIN 5 DAYS OF FINAL GRADING. SEEDING REQUIREMENTS ARE PROVIDED AT THE END OF THIS SPECIFICATION.
- 1.5 STRAW AND HAY MULCH: USED TO COVER DENUDDED AREAS UNTIL PERMANENT SEED OR EROSION CONTROL MEASURES ARE IN PLACE. MULCH BY ITSELF CAN BE USED ON SLOPES LESS THAN 15% IN SUMMER AND 8% IN WINTER. ALL OTHER SLOPES MUST BE COVERED WITH JUTE MESH OVER MULCH, OR CURLEX II OR EXCELISOR MAY BE USED IN PLACE OF JUTE MESH AND MULCH OVER LOAM AND SEED.

- 2.1 SILTATION FENCE ALONG THE DOWNGRADING SIDE OF THE PARKING AREAS AND OF ALL FILL SECTIONS. SILTATION FENCE REMAIN IN PLACE UNTIL THE SITE IS 65% REVEGETATED.
- 2.2 HAY BALES PLACED AT KEY LOCATIONS TO SUPPLEMENT THE SILT FENCE.
- 2.3 PROTECT TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION AS FOLLOWS:
 - A. SOIL STOCKPILE SIZE, SLOPES SHALL NOT EXCEED 2:1.
 - B. AVOID PLACING TEMPORARY STOCKPILES IN AREAS WITH SLOPES OVER 10 PERCENT, OR NEAR BRANVAN SWAMP. SEE ITEM 3 IN CONSTRUCTION NOTES FOR NOTES BELOW.
 - C. STABILIZE STOCKPILES WITHIN 15 DAYS BY TEMPORARILY SEEDING WITH HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH.
 - D. SURROUND STOCKPILE SOIL WITH SILTATION FENCE AT BASE OF PILE.

2.5 IF WORK IS CONDUCTED BETWEEN OCTOBER 15 AND APRIL 15, ALL DENUDED AREAS ARE TO BE COVERED WITH HAY MULCH, APPLIED AT TWICE THE NORMAL APPLICATION RATE, AND ANCHORED WITH FABRIC NETTING. THE PERIOD BETWEEN FINAL GRADING AND MULCHING SHALL BE REDUCED TO A 15 DAY MAXIMUM.

2.6 TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE SITE HAS BEEN STABILIZED OR IN AREAS WHERE PERMANENT EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

3. PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT CONTROL MEASURES ARE REQUIRED BY THIS EROSION/SEDIMENTATION CONTROL PLAN.

3.1 ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.), WILL BE LOAMED, LIMED, FERTILIZED AND SEEDED. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.

3.2 SLOPES GREATER THAN 2:1 WILL RECEIVE RIPRAP.

THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION DURING CONSTRUCTION OF THIS PROJECT.

1. ONLY THOSE AREAS UNDER ACTIVE CONSTRUCTION WILL BE CLEARED AND LEFT IN AN UNTREATED OR UNVEGETATED CONDITION. IF FINAL GRADING, LOAMING AND SEEDING WILL NOT OCCUR WITHIN 15 DAYS, SEE ITEM NO. 4.
2. PRIOR TO THE START OF CONSTRUCTION IN A SPECIFIC AREA, SILT FENCING AND/OR HAY BALES WILL BE INSTALLED AT THE TOE OF SLOPE AND IN AREAS AS LOCATED ON THE PLANS TO PROTECT AGAINST ANY CONSTRUCTION RELATED EROSION. IMMEDIATELY FOLLOWING CONSTRUCTION OF CULVERTS AND SWALES, RIP RAP APRONS SHALL BE INSTALLED, AS SHOWN ON THE PLANS.
3. TOPSOIL WILL BE STOCKPILED WHEN NECESSARY IN AREAS WHICH HAVE MINIMUM POTENTIAL FOR EROSION AND WILL BE KEPT AS FAR AS POSSIBLE FROM THE EXISTING DRAINAGE COURSE. NO STOCKPILE SHALL BE CLOSER THAN 100' OF A RESOURCE INCLUDING, BUT NOT LIMITED TO, WETLANDS, STREAMS, AND OPEN WATER BODIES. ALL STOCKPILES SHALL HAVE A SILTATION FENCE BELOW THEM REGARDLESS OF TIME OF PRESENCE. ALL STOCKPILES EXPECTED TO REMAIN LONGER THAN 15 DAYS SHALL BE:
 - A. TREATED WITH ANCHORED MULCH (WITHIN 5 DAYS OF THE LAST DEPOSIT OF STOCKPILED SOIL).
 - B. SEEDED WITH CONSERVATION MIX AND MULCHED IMMEDIATELY.
 - C. INSTALL SILT FENCE AROUND STOCKPILE AT BASE OF PILE.STOCKPILES TO HAVE SILT FENCE INSTALLED AT TIME OF ESTABLISHMENT AT BASE OF PILE.
4. ALL DISTURBED AREAS EXPECTED TO REMAIN LONGER THAN 30 DAYS SHALL BE EITHER:
 - A. TREATED WITH ANCHORED MULCH IMMEDIATELY, OR
 - B. SEED WITH CONSERVATION MIX OF ANNUAL RYE GRASS (0.9 LBS/1000 SQ. FT) AND MULCHED IMMEDIATELY.
5. ALL GRADING WILL BE HELD TO A MAXIMUM 2:1 SLOPE WHERE PRACTICAL. ALL SLOPES WILL BE STABILIZED WITH PERMANENT SEEDING, OR WITH STONE, WITHIN 5 DAYS AFTER FINAL GRADING IS COMPLETE. (SEE POST-CONSTRUCTION REVEGETATION FOR SEEDING SPECIFICATION.)
6. ALL CULVERTS WILL BE PROTECTED WITH STONE RIPRAP (D50 = 6" UNLESS OTHERWISE SPECIFIED) AT INLETS AND OUTLETS.

THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION AS SOON AS AN AREA IS READY TO UNDERGO FINAL GRADING.

1. A MINIMUM OF 4" OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND GRADED TO A UNIFORM DEPTH AND NATURAL APPEARANCE, OR STONE WILL BE PLACED ON SLOPES TO STABILIZE SURFACES.
2. IF FINAL GRADING IS REACHED DURING THE NORMAL GROWING SEASON (4/15 TO 9/15), PERMANENT SEEDING WILL BE DONE AS SPECIFIED BELOW. PRIOR TO SEEDING, LIMESTONE SHALL BE APPLIED AT A RATE OF 138 LBS/1000 SQ. FT. AND 10:20:20 FERTILIZER AT A RATE OF 18.4 LBS/1000 SQ.FT WILL BE APPLIED. BROADCAST SEEDING AT THE FOLLOWING RATES:

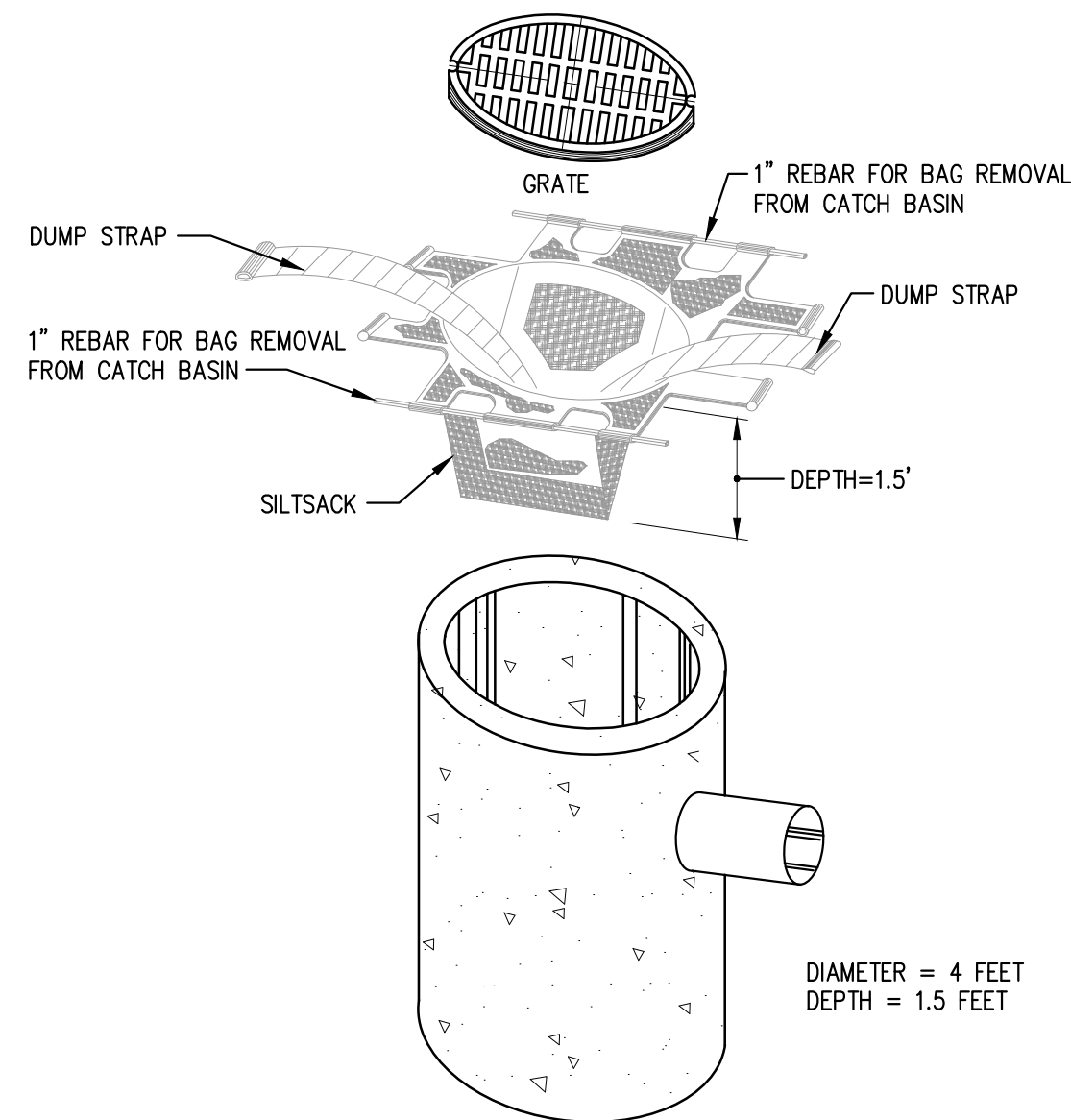
KENTUCKY BLUEGRASS 0.46 LBS/1000 SF. RED TOP 0.05 LBS/1000 SF.
CREEPING RED FESCUE 0.46 LBS/1000 SF. TALL FESCUE 0.46 LBS/1000 SF.
PERENNIAL RYE GRASS 0.11 LB/1000 SF.

3. AN AREA SHALL BE MULCHED IMMEDIATELY AFTER IS HAS BEEN SEED. MULCHING SHALL CONSIST OF HAY MULCH, HYDRO-MULCH, JUTE NET OVER MULCH, PRE-MANUFACTURED EROSION MATS OR ANY SUITABLE SUBSTITUTE DEEMED ACCEPTABLE BY THE DESIGNER.
4. A. HAY MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. HAY MULCH SHALL BE SECURED BY EITHER: (NOTE: SOIL SHALL NOT BE VISIBLE)
 - I. BEING DRIVEN OVER BY TRACKED CONSTRUCTION EQUIPMENT ON GRADES OF 5% AND LESS.
 - II. BLANKETED BY TACKED PHOTODEGRADABLE/BIODEGRADABLE NETTING, OR WITH SPRAY, ON GRADES GREATER THAN 5%.
- III. SEE NOTE 6, GENERAL NOTES, AND NOTE 8, WINTER CONSTRUCTION.
5. HYDRO-MULCH SHALL CONSIST OF A MIXTURE OF EITHER ASPHALT, WOOD FIBER OR PAPER FIBER AND WATER SPRAYED TO A DEPTH OF 1/4" TO 1/2". HYDRO-MULCH SHALL NOT BE USED BETWEEN 9/15 AND 4/15.
6. CONSTRUCTION SHALL BE PLANNED TO ELIMINATE THE NEED FOR SEEDING BETWEEN SEPTEMBER 15 AND APRIL 15. SHOULD SEEDING BE NECESSARY BETWEEN SEPTEMBER 15 AND APRIL 15 THE FOLLOWING PROCEDURE SHALL BE FOLLOWED. ALSO REFER TO NOTE 9 OF WINTER CONSTRUCTION.
 - A. ONLY UNFROZEN LOAM SHALL BE USED.
 - B. LOAMING, SEEDING AND MULCHING WILL NOT BE DONE OVER SNOW OR ICE COVER. IF SNOW EXISTS, IT MUST BE REMOVED PRIOR TO PLACEMENT OF SEED.
 - C. WHERE PERMANENT SEEDING IS NECESSARY, ANNUAL WINTER RYE (1.2 LBS/1000 SQ.FT) SHALL BE ADDED TO THE PREVIOUSLY NOTED AREAS.
 - D. WHERE TEMPORARY SEEDING IS REQUIRED, ANNUAL WINTER RYE (2.6 LBS/1000 SQ. FT.) SHALL BE SOWN INSTEAD OF THE PREVIOUSLY NOTED SEEDING RATE.
 - E. FERTILIZING, SEEDING AND MULCHING SHALL BE APPLIED TO LOAM THE DAY THE LOAM IS SPREAD BY MACHINERY.
 - F. ALTERNATIVE HAY MULCH SHALL BE SECURED WITH PHOTODEGRADABLE/BIODEGRADABLE NETTING. TRACKING BY MACHINERY ALONE WILL NOT SUFFICE.
7. FOLLOWING FINAL SEEDING, THE SITE WILL BE INSPECTED EVERY 30 DAYS UNTIL 85% COVER HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION BY THE ENGINEER THAT THE EXISTING CATCH IS INADEQUATE.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, MAINTAINING, REPAIRING, REPLACING AND REMOVING ALL OF THE EROSION AND SEDIMENTATION CONTROLS OR APPOINTING A QUALIFIED SUBCONTRACTOR TO DO SO.

MAINTENANCE MEASURES WILL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION WILL BE MADE OF ALL EROSION AND SEDIMENTATION CONTROLS AS FOLLOWS:

1. HAY BALE BARRIERS, SILT FENCE, AND STONE CHECK DAMS SHALL BE INSPECTED AND REPAIRED ONCE A WEEK OR IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL. SEDIMENT TRAPPED BEHIND THESE BARRIERS SHALL BE EXCAVATED WHEN IT REACHES A DEPTH OF 6" AND REDISTRIBUTED TO AREAS UNDERGOING FINAL GRADING. SHOULD THE HAY BALE BARRIERS PROVE TO BE INEFFECTIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FENCE BEING REMOVED AND REPAIRED.
2. VISUALLY INSPECT RIPRAP ONCE A WEEK OR AFTER EACH SIGNIFICANT RAINFALL AND REPAIR AS NEEDED. REMOVE SEDIMENT TRAPPED BEHIND THESE DEVICES ONCE IT ATTAINS A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE DAM OR RIBBLE. DISTRIBUTE REMOVED SEDIMENT OFF-SITE OR TO AN AREA UNDERGOING FINAL GRADING.
3. REVEGETATION OF DISTURBED AREAS WITHIN 25' OF DRAINAGE-COURSE/STREAM WILL BE SEEDED WITH THE "MEADOW AREA MIX" AND INSPECTED ON A WEEKLY BASIS OR AFTER EACH SIGNIFICANT RAINFALL AND RESEED AS NEEDED. EXPOSED AREAS WILL BE RESEED AS NEEDED UNTIL THE AREA HAS OBTAINED 100% GROWTH RATE. PROVIDE PERMANENT RIPRAP FOR SLOPES IN EXCESS OF 3:1 AND WITHIN 25' OF DRAINAGE COURSE.

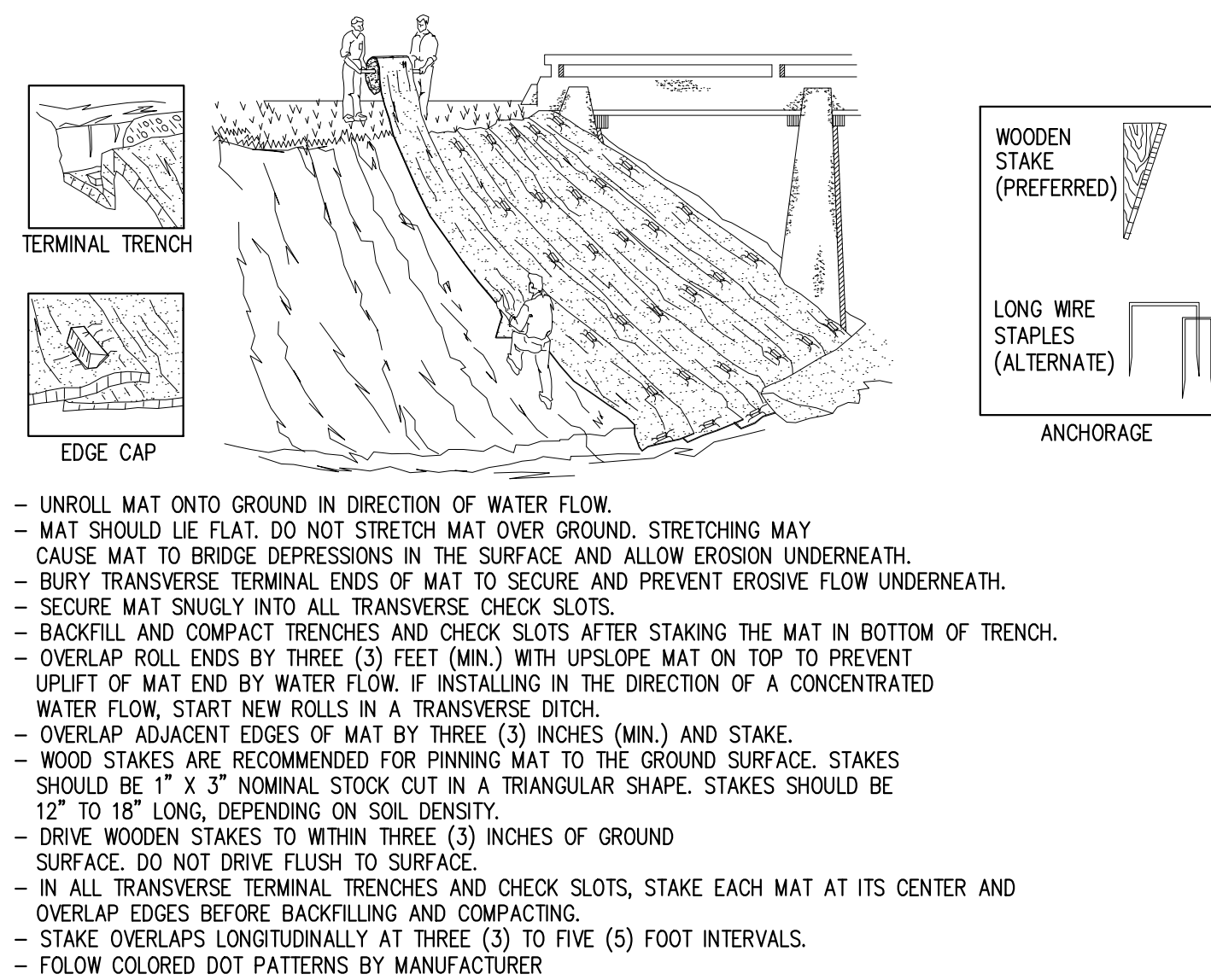
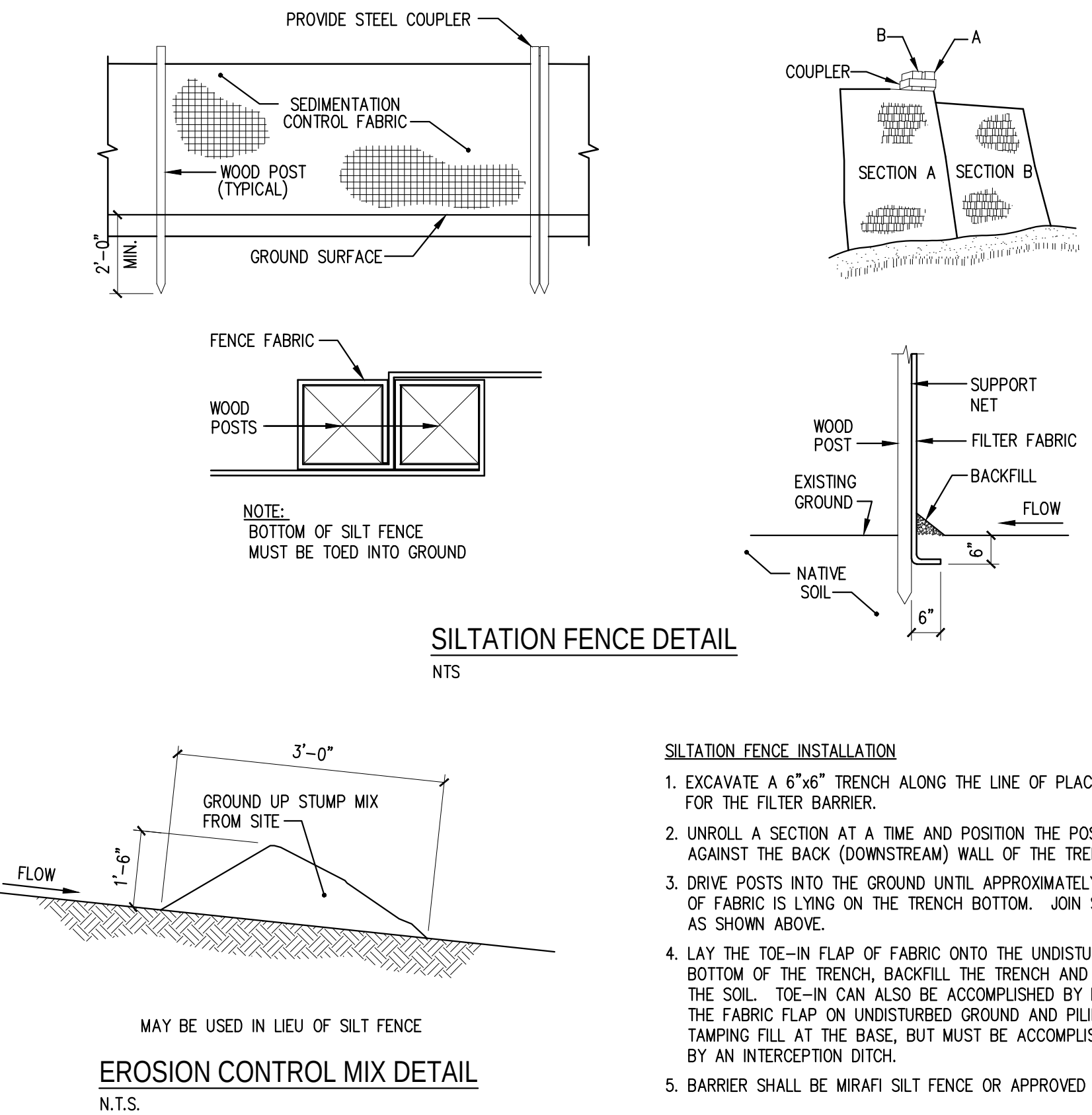
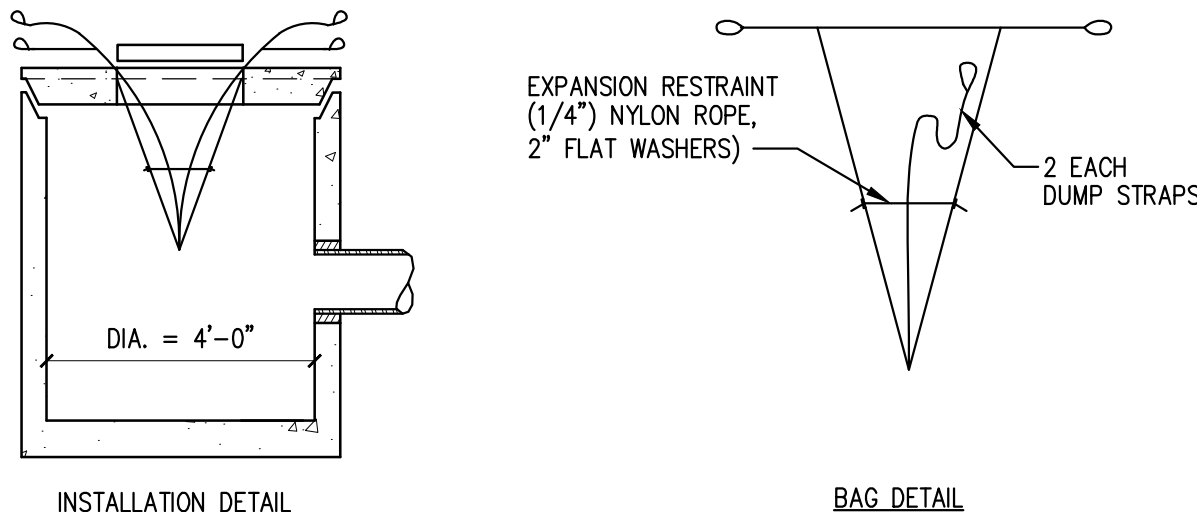


1. REMOVE THE CATCH BASIN GRATE AND PLACE THE SACK INTO THE OPENING. HOLD OUT APPROXIMATELY SIX (6) INCHES OF THE SACK BEYOND THE BASIN FRAME TO ALLOW ACCESS TO THE "SILTSACK" LIFTING STRAPS. REPLACING THE GRATE BACK INSIDE OF ITS FRAME WILL HOLD THE SACK IN PLACE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING THIS SEDIMENT CONTROL DEVICE. THE SACK IS CONSIDERED FULL AND READY TO EMPTY WHEN THE "RESTRAINT CORD" IS NO LONGER VISIBLE.
3. THE "SILTSACK" IS REMOVED BY PLACING TWO (2) PIECES IF 1 INCH DIAMETER REBAR THROUGH THE LIFTING LOOPS LOCATED ON EACH SIDE OF THE SACK AND LIFTING WITH AN APPROPRIATE PIECE OF CONSTRUCTION EQUIPMENT. THE LIFTING STRAPS ARE CONNECTED TO THE BOTTOM OF THE SACK AND THE LIFTING ACTION WILL CAUSE THE SACK TO TURN INSIDE OUT, AND EMPTYING THE CONTENTS. THE SACK SHOULD THEN BE CLEANED, RINSED AND RETURNED TO ITS ORIGINAL SHAPE AND PLACED BACK IN THE BASIN.
4. THE "SILTSACK" IS REUSABLE, THEREFORE, ONCE THE CONSTRUCTION CYCLE IS COMPLETE, REMOVE THE SACK FROM THE BASIN, CLEAN AND STORE OUT OF DIRECT SUNLIGHT UNTIL ITS NEXT USE.
5. THE "SILTSACK" SEDIMENT CONTROL DEVICE IS MANUFACTURED BY: ACF ENVIRONMENTAL

1. WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
2. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
3. EXPOSED AREA SHALL BE LIMITED TO THOSE AREAS TO BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AT THE END OF EACH WORK WEEK NO AREAS MAY BE LEFT UNSTABILIZED OVER THE WEEKEND.
4. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL MEASURES LISTED IN ITEM 2 ABOVE.
5. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1000 SF. (WITH OR WITHOUT SEEDING) OR DORMANT SEEDED, MULCHED AND ANCHORED SUCH THAT SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. NOTE: AN AREA IS ALSO CONSIDERED STABLE IF SOODED, COVERED WITH GRAVEL (PARKING LOTS) OR STRUCTURAL SAND.
6. BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. IN THE ABOVE PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINI GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUING DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED AND FINI GRADING SHALL BE TEMPORARILY SEEDED AND MULCHED PRIOR TO THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNEXPOSED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW, DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT. EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY, SILT FENCE OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS SHOWN ON THE DESIGN DRAWINGS. NOTE: DORMANT SEEDING SHOULD NOT BE ATTEMPTED UNTIL SOIL TEMPERATURE REMAINS BELOW 50 DEGREES AND DAY TIME TEMPERATURES REMAIN IN THE 30'S.
7. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WALES WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELSIOR OR CURLEX.
8. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WALES WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1 THE SAME APPLIES FOR ALL SLOPES GREATER THAN 8%.
9. BETWEEN THE DATES OF OCTOBER 15 TO NOVEMBER 1, WINTER RYE IS RECOMMENDED FOR STABILIZATION. AFTER NOVEMBER 1 WINTER RYE IS NOT EFFECTIVE. AROUND NOVEMBER 15 OR LATER, ONCE TEMPERATURES OF THE SOIL SURFACE ARE ABOVE 40 DEGREES, DORMANT SEEDING MAY BE USED.
10. IN THE EVENT OF SNOWFALL (FRESH OR CUMULATIVE) GREATER THAN 1 INCH DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM THE AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.

1. WEEKLY INSPECTIONS, AS WELL AS ROUTINE INSPECTIONS FOLLOWING RAIN FALLS, SHALL BE CONDUCTED BY THE GENERAL CONTRACTOR OF ALL TEMPORARY AND PERMANENT EROSION CONTROL DEVICES UNTIL FINAL ACCEPTANCE OF THE PROJECT (85% GRASS CATCH). NECESSARY REPAIRS SHALL BE MADE TO CORRECT UNDERTOW OR DETERIORATION. FINAL CATCH SHALL INCLUDE A SITE INSPECTION TO VERIFY THE STABILITY OF ALL DITCHED AREAS, DITCH SLOPES, AND SLOPES. INSPECTION, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL IMMEDIATELY BE CLEANED, AND REPAIRED BY THE GENERAL CONTRACTOR AS REQUIRED. DISPOSAL OF ALL TEMPORARY EROSION AND CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
IT IS RECOMMENDED THAT THE OWNER HIRE THE SERVICES OF THE DESIGN ENGINEER TO PROVIDE COMPLIANCE INSPECTIONS (DURING ACTIVE CONSTRUCTION) RELATIVE TO IMPLEMENTATION OF THE STORMWATER EROSION CONTROL PLANS. COMPLIANCE INSPECTIONS SHALL BE LIMITED TO ONCE A WEEK OR AS NECESSARY AND BE REPORTABLE TO THE OWNER, TOWN AND DEP.
2. SHORT-TERM SEDIMENTATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ALL SWALES AND STRUCTURES PRIOR TO TURNING PROJECT OVER TO THE CITY.

1. LONG-TERM PROVISIONS FOR PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL FACILITIES AFTER ACCEPTANCE OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE OWNER OR THEIR DESIGNEE. SUCH RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO THOSE DETAILED AS FOLLOWS:
 - A. PARKING LOT SHALL BE MECHANICALLY SWEEPED TWICE PER YEAR. THE FIRST SHALL TAKE PLACE IN THE WINTER (JANUARY/THAW) TO REMOVE ACCUMULATED SANDS FROM WINTER SANDING IN THIS POINT. THE SECOND SWEEPING SHALL TAKE PLACE AFTER WINTER SANDING OPERATIONS TERMINATE BUT PRIOR TO MAY 1.
 - B. INSPECTION OF STORMWATER OUTLET STRUCTURE SHOULD BE CONDUCTED TWICE PER YEAR. ACCESS TO THE STRUCTURE IS THROUGH THE TOP. THE OIL/WATER SEPARATOR UNIT SHALL BE PUMPED DOWN AND THE SEDIMENT AND TRASH SHALL BE REMOVED AT THE TIME OF THE INSPECTION. THE REMOVAL OF ALL SEDIMENT AND TRASH WILL HELP MINIMIZE VOLUME LOSS.
2. THE OWNER SHALL FILE A YEARLY MAINTENANCE REPORT TO THE CITY DOCUMENTING THE REQUIRED MAINTENANCE FOR THE STORMWATER SYSTEM.



STAPLE OUTSIDE EDGE ON 2' CENTERS

4" OVERLAP OF NETTING WHERE 2 OR MORE STRIP WIDTHS ARE REQUIRED. STAPLE ON 18" CENTERS

CONSTRUCTION NOTES:

- BURY THE TOP OF THE NETTING IN A TRENCH 6" OR MORE DEEP
- TAM TRENCH FULL OF SOIL - SECURE WITH ROW OF STAPLES, 12" SPACING, 4" DOWN FROM THE TRENCH
- OVERLAP- BURY UPPER END OF LOWER STRIP AS IN "A" & "B" OVERLAP END OF TOP STRIP 4" AND STAPLE
- CHECK SLOT- FOLD OF NETTING BURIED IN SUT TRENCH AND TAMPED; DOUBLE ROW OF STAPLES AT 12" SPACING. USE CHECK SLOTS AT 18" SPACING IN DITCHES OR STEEP SLOPES.

EROSION CONTROL BLANKET

REQUIRED IN ALL DITCHES > 20"

TYPICAL STAPLES NO. 11 GAUGE WIRE

6"

1 1/2"

10"

1 1/2"

EROSION CONTROL BLANKET
REQUIRED IN ALL DITCHES > 3%

NOTE: GRADING PLAN GOVERNS IN ALL LOCATIONS



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PRELIMINARY
NOT FOR CONSTRUCTION

PORTLAND, ME

UP SHERIDAN LLC APARTMENT

RETAINING WALL

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SHEET TITLE:

EROSION CONTROL DETAILS

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
PROJECT NUMBER:	16-135

C300

EROSION CONTROL DETAILS

NTS

J.P. SHERIDAN LLC APARTMENTS

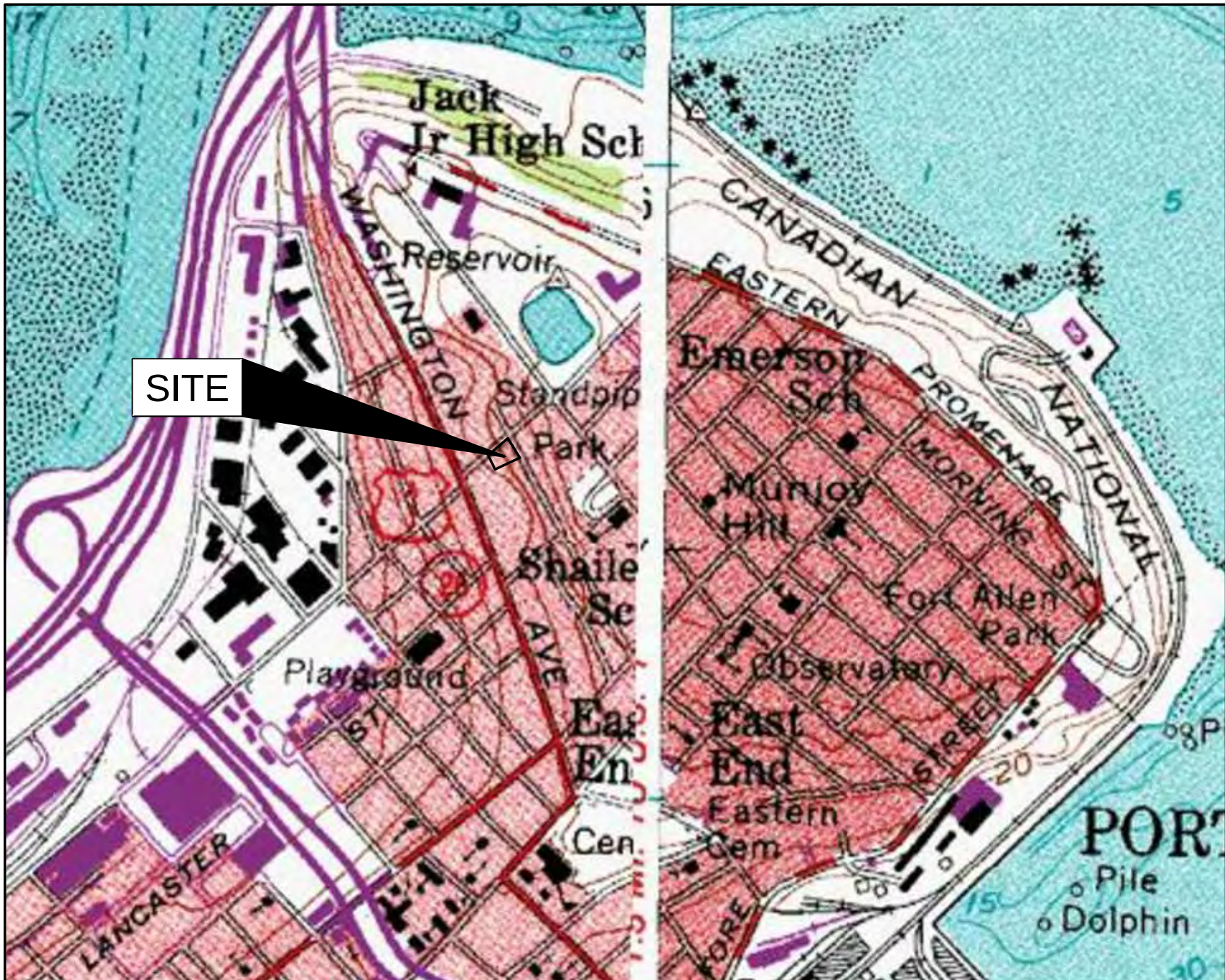
88 WALNUT STREET
MAY 2, 2017

GENERAL NOTES

- 2) THE CONTRACT WORK TO BE PERFORMED ON THIS PROJECT CONSISTS OF FURNISHING ALL REQUIRED LABOR, MATERIALS, EQUIPMENT, IMPLEMENTS, PARTS AND SUPPLIES NECESSARY FOR OR APPURTENANT TO, THE INSTALLATION OF CONSTRUCTION IMPROVEMENTS IN ACCORDANCE WITH THESE DRAWINGS AND AS FURTHER ELABORATED IN ANY ACCOMPANYING SPECIFICATIONS.
- 3) THE WORK SHALL BE PERFORMED IN A THOROUGH WORKMANLIKE MANNER. ALL CONTRACTORS TO CONFORM TO ALL APPLICABLE OSHA STANDARDS. ANY REFERENCE TO A SPECIFICATION OR DESIGNATION OF THE AMERICAN SOCIETY FOR TESTING MATERIALS, FEDERAL SPECIFICATIONS, OR OTHER STANDARDS, CODES OR ORDERS, REFERS TO THE MOST RECENT OR LATEST SPECIFICATION OR DESIGNATION.
- 4) ALL CONSTRUCTION WITHIN THE TOWN RIGHT OF WAY SHALL COMPLY WITH TOWN PUBLIC WORKS STANDARDS. ALL CONSTRUCTION WITHIN A STATE RIGHT OF WAY SHALL COMPLY WITH MAINE D.O.T. STANDARDS. ALL UTILITY CONSTRUCTION SHALL CONFORM TO RESPECTIVE UTILITY STANDARDS.
- 5) THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED BY THE TOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE TOWN REQUIRED TO PERFORM ALL THE WORK (STREET OPENINGS, BUILDING PERMIT, ETC.). THE CONTRACTOR SHALL POST ALL BONDS AS REQUIRED, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.
- 6) PRIOR TO CONSTRUCTION, THE SITE CONTRACTOR IS TO INFORM ALL AREA UTILITY COMPANIES AND GOVERNMENTAL AGENCIES OF PLANNED CONSTRUCTION. THE SITE CONTRACTOR IS REQUIRED TO CONTACT DIG-SAFE (1-800-225-4977) AT LEAST 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION TO VERIFY ALL UNDERGROUND AND OVERHEAD UTILITY LOCATIONS.
- 7) THE PROJECT DRAWINGS ARE GENERALLY SCHEMATIC AND INDICATE THE POSSIBLE LOCATION OF EXISTING UNDERGROUND UTILITIES. INFORMATION ON EXISTING UTILITIES HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY COMPANY MAPS, MUNICIPAL RECORD MAPS, AND FIELD SURVEY. IT IS NOT GUARANTEED TO BE CORRECT OR COMPLETE. UTILITIES ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND DEPTHS OF ALL UTILITIES, INCLUDING SERVICES, WHEN THOSE SERVICES ARE TO BE LEFT IN PLACE. THE CONTRACTOR IS TO PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING THE EXCAVATING AND BACKFILLING OPERATIONS. SHOULD ANY UNCHARTED OR INCORRECTLY CHARTED UTILITIES BE FOUND, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER IMMEDIATELY FOR DIRECTIONS BEFORE PROCEEDING FURTHER WITH THE WORK IN THIS AREA.
- 8) OSHA REGULATIONS MAKE IT UNLAWFUL TO OPERATE CRANES, BOOMS, HOISTS, ETC. WITHIN TEN FEET (10') OF ANY ELECTRIC LINE. IF THE CONTRACTOR MUST OPERATE CLOSER THAN 10' THE CONTRACTOR MUST CONTACT THE POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS BEFORE ENCRGOACHING ON THIS REQUIREMENT.
- 9) IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLANS, APPROVALS, AND DETAILS FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL VERIFY ALL THE SITE CONDITIONS IN THE FIELD AND CONTACT THE DESIGN ENGINEER IF THERE ARE ANY DISCREPANCIES REGARDING THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS SO THAT AN APPROPRIATE REVISION CAN BE MADE PRIOR TO BIDDING.
- 10) THE CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT DIMENSIONS AND CONSTRUCTION DETAILS OF THE BUILDING AREA, BUILDING AND CURBWAYS SHOWN ARE CONCEPTUAL. ALL SITE DIMENSIONS ARE REFERENCED TO PROPERTY LINES, THE FACE OF DRIVEWAYS, OUTSIDE FACE OF WALLS, OR EDGE OF PAVING UNLESS OTHERWISE NOTED.
- 11) ALTERNATIVE METHODS AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED IF REVIEWED AND APPROVED IN WRITING BY THE OWNER, DESIGN ENGINEER, AND APPROPRIATE GOVERNMENTAL AGENCY PRIOR TO INSTALLATION.
- 12) THE CONTRACTOR SHALL RESTORE ALL UTILITY STRUCTURES, PIPE, UTILITIES, PAVEMENT, CURBS, SIDEWALKS, AND LANDSCAPED AREAS DISTURBED BY CONSTRUCTION TO AS GOOD AS BEFORE BEING DISTURBED AS DETERMINED BY CITY CODE ENFORCEMENT OFFICIALS. ANY DAMAGES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 13) ALL EXCAVATION SHALL BE BACKFILLED TO EXISTING GRADE BEFORE THE END OF THE DAY OR ADEQUATELY PROTECTED FROM DANGER TO HUMANS AND ANIMALS.
- 14) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT. THE OWNER WILL PROVIDE A BENCH MARK AT THE CONSTRUCTION SITE FROM WHICH TO BEGIN LAYOUT.
- 15) THE CONTRACTOR SHALL GUARANTEE THE FAITHFUL REMEDY OF ANY DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP AND GUARANTEES PAYMENT FOR ANY RESULTING DAMAGE WHICH SHALL APPEAR WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT.
- 16) THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER AT THE END OF CONSTRUCTION.
- 17) A PRE-CONSTRUCTION CONFERENCE WITH THE OWNER, DESIGNERS, TOWN OFFICIALS AND CONTRACTOR SHALL BE REQUIRED BEFORE ANY CONSTRUCTION OCCURS ON THE PROJECT. DURING CONSTRUCTION THERE SHALL BE WEEKLY PROGRESS MEETINGS WITH THE OWNER (ON SITE OR TELECONFERENCE) UNTIL PROJECT COMPLETION.
- 18) PROPER IMPLEMENTATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE OF PARAMOUNT IMPORTANCE FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER, THEIR REPRESENTATIVES, OR STATE/LOCAL/ FEDERAL INSPECTORS AT NO ADDITIONAL COST TO THE OWNER.

DRAWING LIST

C100	SITE UTILITY AND DRAINAGE PLAN
C101	PRE AND POST WATERSHED PLAN
C200	SITE DETAILS
C201	SITE DETAILS
C300	EROSION CONTROL DETAILS

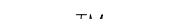


LOCUS MAP

NOT TO SCALE

SIGNATURE BLOCK

LEGEND

EXISTING		PROPOSED
	MONUMENT FOUND	
	UTILITY POLE	
	MANHOLE	
	SIGN	
	HYDRANT	
	WATER VALVE OR SHUTOFF	
	GAS VALVE	
	ELECTRIC OR GAS METER	
	STONE WALL	
	CURB	
	OVERHEAD ELECTRIC	
	STORM DRAIN LINE	
	GAS LINE	
	TAX MAP	
	NOW OR FORMERLY	
	DEED BOOK AND PAGE	
	PAVEMENT	
	CONTOUR LINES	
	BUILDING	
	SUBCATCHMENT LINE	
	TIME OF CONCENTRATION	

OWNER:

JP SHERIDAN LLC
88 WALNUT STREET
PORTLAND, ME 04101

ARCHITECT:

WHIPPLE CALLENDER ARCHITECTS
136 PLEASANT AVE
PORTLAND, ME 04103

CONSULTANTS:

CASCO BAY ENGINEERING
424 FORE STREET
PORTLAND, ME 04101



CLIENT:

WHIPPLE CALLENDER
ARCHITECTS

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PORTLAND, MAINE 04103

PRELIMINARY
NOT FOR CONSTRUCTION

J P SHERIDAN LLC APARTMENT
88 WALNUT STREET PORTLAND, ME

RETAINING WALL

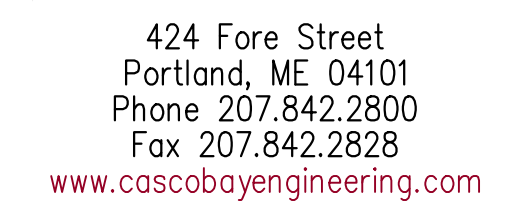
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SHEET TITLE:

COVER SHEET

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
CADD FILE:	16-195-C100.DWG
PROJECT NUMBER:	16-195

C0



CLIENT:
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ARCHITECTS
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PORTLAND, ME 04103

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JP SHERIDAN LLC APARTMENTS
88 WALNUT ST
PORTLAND, ME

RETAINING WALL

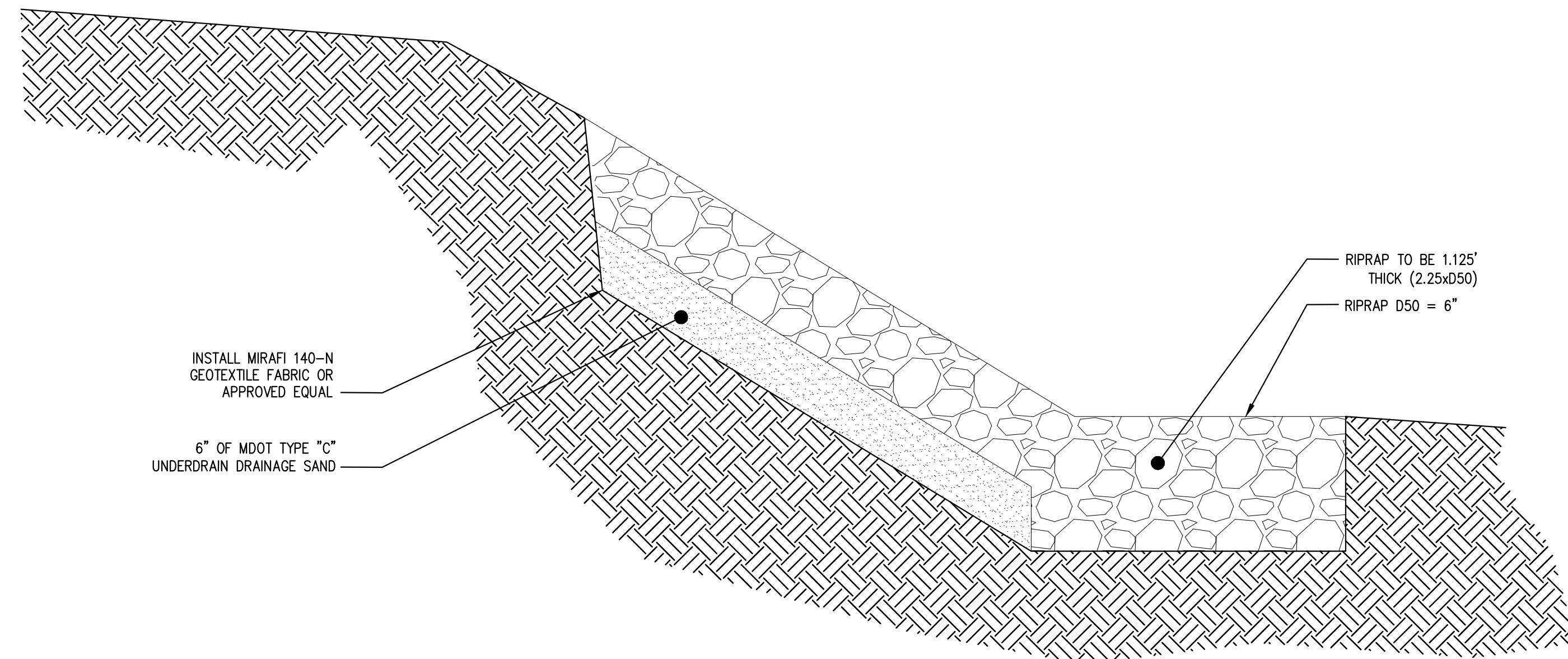
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SHEET TITLE:

SITE DETAILS

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
PROJECT NUMBER:	16-195

C201



SLOPE STABILIZATION WITH RIPRAP DETAIL

NTS

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NTS

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NTS

NTS

1. THIS PLAN HAS BEEN DEVELOPED TO PROVIDE A STRATEGY FOR DEALING WITH SOIL EROSION AND SEDIMENTATION DURING AND AFTER PROJECT CONSTRUCTION. THIS PLAN IS BASED ON THE STANDARD AND SPECIFICATIONS FOR EROSION PREVENTION AS CONTAINED IN THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: "MAINE EROSION AND SEDIMENT CONTROL BMPs" PUBLISHED BY THE MAINE DEP, LATEST EDITION.

1. EROSION/SEDIMENT CONTROL DEVICES
THE FOLLOWING EROSION SEDIMENTATION CONTROL DEVICES ARE PROPOSED FOR CONSTRUCTION ON THIS PROJECT. INSTALL THESE DEVICES AS INDICATED ON THE PLANS.

1. SILT FENCE: SILT FENCE WILL BE INSTALLED ALONG THE DOWN GRADING EDGES OF DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL THE SITE IS STABILIZED. IN AREAS WHERE STORMWATER DISCHARGES THE SILT FENCE WILL BE REINFORCED WITH HAY BALES TO HELP MAINTAIN THE INTEGRITY OF THE SILT FENCE AND TO PROVIDE ADDITIONAL TREATMENT.
2. HAY BALES TO BE PLACED IN LOW FLOW DRAINAGE SWALES AND PATHS TO TRAP SEDIMENTS AND REDUCE RUNOFF VELOCITIES. DO NOT PLACE HAY BALES IN FLOWING WATER OR STREAMS.
3. RIPRAP: PROVIDE RIPRAP IN AREAS WHERE CULVERTS DISCHARGE OR AS SHOWN ON THE PLANS.
4. LOAM, SEED, & MULCH: ALL DISTURBED AREAS, WHICH ARE NOT OTHERWISE TREATED, SHALL RECEIVE PERMANENT SEEDING AND MULCH TO STABILIZE THE DISTURBED AREAS. THE DISTURBED AREAS WILL BE REVEGETATED WITHIN 5 DAYS OF FINAL GRADING. SEEDING REQUIREMENTS ARE PROVIDED AT THE END OF THIS SPECIFICATION.
5. STRAW AND HAY MULCH: USED TO COVER DENUDDED AREAS UNTIL PERMANENT SEED OR EROSION CONTROL MEASURES ARE IN PLACE. MULCH BY ITSELF CAN BE USED ON SLOPES LESS THAN 15% IN SUMMER AND 8% IN WINTER. ALL OTHER SLOPES MUST BE COVERED WITH JUTE MESH OVER MULCH, OR CURLEX II OR EXCELSIOR MAY BE USED IN PLACE OF JUTE MESH AND MULCH OVER LOAM AND SEED.
6. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELSIOR OR CURLEX.
2. TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES
PROVIDE THE FOLLOWING TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION OF THE DEVELOPMENT:
 - 2.1 SILTATION FENCE ALONG THE DOWNGRADIENT SIDE OF THE PARKING AREAS AND OF ALL FILL SECTIONS. THE SILTATION FENCE WILL REMAIN IN PLACE UNTIL THE SITE IS 85% REVEGETATED.
 - 2.2 HAY BALES PLACED AT KEY LOCATIONS TO SUPPLEMENT THE SILT FENCE.
 - 2.3 PROTECT TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION AS FOLLOWS:
 - A. SOIL STOCKPILE SIDE SLOPES SHALL NOT EXCEED 2:1.
 - B. AVOID PLACING TEMPORARY STOCKPILES IN AREAS WITH SLOPES OVER 10 PERCENT, OR NEAR DRAINAGE SWALES. SEE ITEM 3 IN CONSTRUCTION PHASE NOTES BELOW.
 - C. STABILIZE STOCKPILES WITHIN 15 DAYS BY TEMPORARILY SEEDING WITH A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH.
 - D. SURROUND STOCKPILE SOIL WITH SILTATION FENCE AT BASE OF PILE.
 - 2.4 ALL DENUDDED AREAS WHICH HAVE BEEN ROUGH GRADED AND ARE NOT LOCATED WITHIN THE BUILDING PAD, OR PARKING OR DRIVEWAY SUBBASE AREA SHALL RECEIVE MULCH WITHIN 30 DAYS OF INITIAL DISTURBANCE OF SOIL OR WITHIN 15 DAYS AFTER COMPLETING THE ROUGH GRADING OPERATIONS. IN THE EVENT THE CONTRACTOR COMPLETES FINAL GRADING AND INSTALLATION OF LOAM AND SEED WITHIN THE TIME PERIODS PRESENTED ABOVE, INSTALLATION OF MULCH AND NETTING, WHERE APPLICABLE, IS NOT REQUIRED.
 - 2.5 IF WORK IS CONDUCTED BETWEEN OCTOBER 15 AND APRIL 15, ALL DENUDDED AREAS TO BE COVERED WITH HAY MULCH, APPLIED AT TWICE THE NORMAL APPLICATION RATE, AND ANCHORED WITH FABRIC NETTING. THE PERIOD BETWEEN FINAL GRADING AND MULCHING SHALL BE REDUCED TO A 15 DAY MAXIMUM.
 - 2.6 TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE SITE HAS BEEN STABILIZED OR IN AREAS WHERE PERMANENT EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
 3. PERMANENT EROSION CONTROL MEASURES
THE FOLLOWING PERMANENT CONTROL MEASURES ARE REQUIRED BY THIS EROSION/SEDIMENTATION CONTROL PLAN:
 - 3.1 ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.), WILL BE LOAMED, LIMED, FERTILIZED AND SEEDED. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.
 - 3.2 SLOPES GREATER THAN 2:1 WILL RECEIVE RIPRAP.

THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION DURING CONSTRUCTION OF THIS PROJECT.

1. ONLY THOSE AREAS UNDER ACTIVE CONSTRUCTION WILL BE CLEARED AND LEFT IN AN UNTREATED OR UNVEGETATED CONDITION. IF FINAL GRADING, LOAMING AND SEEDING WILL NOT OCCUR WITHIN 15 DAYS, SEE ITEM NO. 4.
2. PRIOR TO THE START OF CONSTRUCTION IN A SPECIFIC AREA, SILT FENCING AND/OR HAY BALES WILL BE INSTALLED AT THE TOE OF SLOPE AND IN AREAS AS LOCATED ON THE PLANS TO PROTECT AGAINST ANY CONSTRUCTION RELATED EROSION. IMMEDIATELY FOLLOWING CONSTRUCTION OF CULVERTS AND SWALES, RIP RAP APRONS SHALL BE INSTALLED, AS SHOWN ON THE PLANS.
3. TOPSOIL WILL BE STOCKPILED WHEN NECESSARY IN AREAS WHICH HAVE MINIMUM POTENTIAL FOR EROSION AND WILL BE KEPT AS FAR AS POSSIBLE FROM THE EXISTING DRAINAGE COURSE. NO STOCKPILE SHALL BE CLOSER THAN 100' OF A RESOURCE INCLUDING, BUT NOT LIMITED TO, WETLANDS, STREAMS, AND OPEN WATER BODIES. ALL STOCKPILES SHALL HAVE A SILTATION FENCE BELOW THEM REGARDLESS OF TIME OF PRESENCE. ALL STOCKPILES EXPECTED TO REMAIN LONGER THAN 15 DAYS SHALL BE:
 - A. TREATED WITH ANCHORED MULCH (WITHIN 5 DAYS OF THE LAST DEPOSIT OF STOCKPILED SOIL).
 - B. SEEDED WITH CONSERVATION MIX AND MULCHED IMMEDIATELY.
 - C. INSTALL SILT FENCE AROUND STOCKPILE AT BASE OF PILE.STOCKPILES TO HAVE SILT FENCE INSTALLED AT TIME OF ESTABLISHMENT AT BASE OF PILE.
4. ALL DISTURBED AREAS EXPECTED TO REMAIN LONGER THAN 30 DAYS SHALL BE EITHER:
 - A. TREATED WITH ANCHORED MULCH IMMEDIATELY, OR
 - B. SEED WITH CONSERVATION MIX OF ANNUAL RYE GRASS (0.9 LBS/1000 SQ. FT) AND MULCHED IMMEDIATELY.
5. ALL GRADING WILL BE HELD TO A MAXIMUM 2:1 SLOPE WHERE PRACTICAL. ALL SLOPES WILL BE STABILIZED WITH PERMANENT SEEDING, OR WITH STONE, WITHIN 5 DAYS AFTER FINAL GRADING IS COMPLETE. (SEE POST-CONSTRUCTION REVEGETATION FOR SEEDING SPECIFICATION.)
6. ALL CULVERTS WILL BE PROTECTED WITH STONE RIPRAP (D50 = 6" UNLESS OTHERWISE SPECIFIED) AT INLETS AND OUTLETS.

EROSION CONTROL DETAILS

THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION AS SOON AS AN AREA IS READY TO UNDERGO FINAL GRADING.

1. A MINIMUM OF 4" OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND GRADED TO A UNIFORM DEPTH AND NATURAL APPEARANCE, OR STONE WILL BE PLACED ON SLOPES TO STABILIZE SURFACES.
2. IF FINAL GRADING IS REACHED DURING THE NORMAL GROWING SEASON (4/15 TO 9/15), PERMANENT SEEDING WILL BE DONE AS SPECIFIED BELOW. PRIOR TO SEEDING, LIMESTONE SHALL BE APPLIED AT A RATE OF 138 LBS/1000 SQ. FT. AND 10:20:20 FERTILIZER AT A RATE OF 18.4 LBS/1000 SQ.FT WILL BE APPLIED. BROADCAST SEEDING AT THE FOLLOWING RATES:

<u>LAWNS</u>	<u>SWALES</u>
KENTUCKY BLUEGRASS 0.46 LBS/1000 SF.	RED TOP 0.05 LBS/1000 SF.
CREeping RED FESCUE 0.46 LBS/1000 SF.	TALL FESCUE 0.46 LBS/1000 SF.
PERENNIAL RYE GRASS 0.11 LB/1000 SF.	

3. AN AREA SHALL BE MULCHED IMMEDIATELY AFTER IT HAS BEEN SEED. MULCHING SHALL CONSIST OF HAY MULCH, HYDRO-MULCH, JUTE NET OVER MULCH, PRE-MANUFACTURED EROSION MATS OR ANY SUITABLE SUBSTITUTE DEEMED ACCEPTABLE BY THE DESIGNER.
 - A. HAY MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. HAY MULCH SHALL BE SECURED BY EITHER: (NOTE: SOIL SHALL NOT BE VISIBLE)
 - I. BEING DRIVEN OVER BY TRACKED CONSTRUCTION EQUIPMENT ON GRADES OF 5% AND LESS.
 - II. BLANKETED BY TACKED PHOTODEGRADABLE/BIOODEGRADABLE NETTING, OR WITH SPRAY, ON GRADES GREATER THAN 5%.
 - III. SEE NOTE 6, GENERAL NOTES, AND NOTE 8, WINTER CONSTRUCTION.
4. HYDRO-MULCH SHALL CONSIST OF A MIXTURE OF EITHER ASPHALT, WOOD FIBER OR PAPER FIBER AND WATER SPRAYED OVER A SEED. HYDRO-MULCH SHALL NOT BE USED BETWEEN 9/15 AND 4/15.
4. CONSTRUCTION SHALL BE PLANNED TO ELIMINATE THE NEED FOR SEEDING BETWEEN SEPTEMBER 15 AND APRIL 15. SHOULD SEEDING BE NECESSARY BETWEEN SEPTEMBER 15 AND APRIL 15, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED. ALSO REFER TO NOTE 9 OF WINTER CONSTRUCTION.
 - A. ONLY UNFROZEN LOAM SHALL BE USED.
 - B. LOAMING, SEEDING AND MULCHING WILL NOT BE DONE OVER SNOW OR ICE COVER. IF SNOW EXISTS, IT MUST BE REMOVED PRIOR TO PLACEMENT OF SEED.
 - C. WHERE PERMANENT SEEDING IS NECESSARY, ANNUAL WINTER RYE (1.2 LBS/1000 SQ.FT) SHALL BE ADDED TO THE PREVIOUSLY NOTED AREAS.
 - D. WHERE TEMPORARY SEEDING IS REQUIRED, ANNUAL WINTER RYE (2.6 LBS/1000 SQ. FT.) SHALL BE SOWN INSTEAD OF THE PREVIOUSLY NOTED SEEDING RATE.
 - E. FERTILIZING, SEEDING AND MULCHING SHALL BE APPLIED TO LOAM THE DAY THE LOAM IS SPREAD BY MACHINERY.
 - F. ALTERNATIVE HAY MULCH SHALL BE SECURED WITH PHOTODEGRADABLE/BIOODEGRADABLE NETTING. TRACKING BY MACHINERY ALONE WILL NOT SUFFICE.
5. FOLLOWING FINAL SEEDING, THE SITE WILL BE INSPECTED EVERY 30 DAYS UNTIL 85% COVER HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION BY THE ENGINEER THAT THE EXISTING CATCH IS INADEQUATE.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, MAINTAINING, REPAIRING, REPLACING AND REMOVING ALL OF THE EROSION AND SEDIMENTATION CONTROLS OR APPOINTING A QUALIFIED SUBCONTRACTOR TO DO SO.

MAINTENANCE MEASURES WILL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION WILL BE MADE OF ALL EROSION AND SEDIMENTATION CONTROLS AS FOLLOWS:

1. HAY BALE BARRIERS, SILT FENCE, AND STONE CHECK DAMS SHALL BE INSPECTED AND REPAIRED ONCE A WEEK OR IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL. SEDIMENT TRAPPED BEHIND THESE BARRIERS SHALL BE EXCAVATED WHEN IT REACHES A DEPTH OF 6" AND REDISTRIBUTED TO AREAS UNDERGOING FINAL GRADING. SHOULD THE HAY BALE BARRIERS PROVE TO BE INEFFECTIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FENCE BEING REMOVED AND REPAIRED.
2. VISUALLY INSPECT RIPRAP ONCE A WEEK OR AFTER EACH SIGNIFICANT RAINFALL AND REPAIR AS NEEDED. REMOVE SEDIMENT TRAPPED BEHIND THESE DEVICES ONCE IT ATTAINS A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE DAM OR RIBBLE. DISTRIBUTE REMOVED SEDIMENT OFF-SITE OR TO AN AREA UNDERGOING FINAL GRADING.
3. REVEGETATION OF DISTURBED AREAS WITHIN 25' OF DRAINAGE-COURSE/STREAM WILL BE SEEDED WITH THE "MEADOW AREA MIX" AND INSPECTED ON A WEEKLY BASIS OR AFTER EACH SIGNIFICANT RAINFALL AND RESEED AS NEEDED. EXPOSED AREAS WILL BE RESEED AS NEEDED UNTIL THE AREA HAS OBTAINED 100% GROWTH RATE. PROVIDE PERMANENT RIPRAP FOR SLOPES IN EXCESS OF 3:1 AND WITHIN 25' OF DRAINAGE COURSE.



1. REMOVE THE CATCH BASIN GRATE AND PLACE THE SACK INTO THE OPENING. HOLD OUT APPROXIMATELY SIX (6) INCHES OF THE SACK BEYOND THE BASIN FRAME TO ALLOW ACCESS TO THE "SILTSACK" LIFTING STRAPS, REPLACING THE GRATE BACK INSIDE OF ITS FRAME WILL HOLD THE SACK IN PLACE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING AND MAINTAINING THIS SEDIMENT CONTROL DEVICE. THE SACK IS CONSIDERED FULL AND READY TO EMPTY WHEN THE "RE-TRAINING CORD" IS NO LONGER VISIBLE.
3. THE "SILTSACK" IS REMOVED BY PLACING TWO (2) PIECES IF 1 INCH DIAMETER REBAR THROUGH THE LIFTING LOOPS LOCATED ON EACH SIDE OF THE SACK AND LIFTING WITH AN APPROPRIATE PIECE OF CONSTRUCTION EQUIPMENT. THE LIFTING STRAPS ARE CONNECTED TO THE BOTTOM OF THE SACK AND THE LIFTING LOOP WILL BE USED TO TURN THE SACK OUT, AND EMPTYING THE CONTENTS. THE SACK SHOULD THEN BE CLEANED, RINSED AND RETURNED TO ITS ORIGINAL SHAPE AND PLACED BACK IN THE BASIN.
4. THE "SILTSACK" IS REUSABLE, THEREFORE, ONCE THE CONSTRUCTION CYCLE IS COMPLETE, REMOVE THE SACK FROM THE BASIN, CLEAN AND STORE OUT OF DIRECT SUNLIGHT UNTIL ITS NEXT USE.
5. THE "SILTSACK" SEDIMENT CONTROL DEVICE IS MANUFACTURED BY: ACF ENVIRONMENTAL

1. WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
2. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
3. EXPOSED AREA SHALL BE LIMITED TO THOSE AREAS TO BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AT THE END OF EACH WORK WEEK NO AREAS MAY BE LEFT UNSTABILIZED OVER THE WEEKEND.
4. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION AS LISTED IN ITEM 2 ABOVE.
5. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW AT A RATE OF 150 LB. PER 1000 S.F. (WITH OR WITHOUT SEEDING), DORMANT SEEDS, MULCHED AND ANCHORED SUCH THAT SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. NOTE: AN AREA IS ALSO CONSIDERED STABLE IF SOODED, COVERED WITH GRAVEL (PARKING LOTS) OR STRUCTURAL SAND.

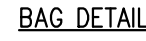
6. BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINE GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNSEEDED DURING THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS IT IS DONE IN AN APPROPRIATE MANNER. WHEN WEATHER CONDITIONS ALLOW, DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT. EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY, SILT FENCE OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS SHOWN ON THE DESIGN DRAWINGS. NOTE: DORMANT SEEDING SHOULD NOT BE ATTEMPTED UNLESS SOIL TEMPERATURE REMAINS BELOW 50 DEGREES AND DAY TIME TEMPERATURES REMAIN IN THE 30'S.
7. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WALES WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8% VEGETATED DRAINAGE SWALES SHALL BE LINED WITH EXCELISOR OR CURLEX.
8. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WALES WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1 THE SAME APPLIES FOR ALL SLOPES GREATER THAN 8%.
9. BETWEEN THE DATES OF OCTOBER 15 TO NOVEMBER 1, WINTER RYE IS RECOMMENDED FOR STABILIZATION. AFTER NOVEMBER 1, WINTER RYE IS NOT EFFECTIVE. AROUND NOVEMBER 15 OR LATER, ONCE TEMPERATURES OF 40 DEGREES AND SOIL PERMIT, DORMANT SEEDING MAY BE USED.
10. IN THE EVENT OF SNOWFALL (FRESH OR CUMULATIVE) GREATER THAN 1 INCH DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM THE AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.

1. WEEKLY INSPECTIONS, AS WELL AS ROUTINE INSPECTIONS FOLLOWING RAIN FALLS, SHALL BE CONDUCTED BY THE GENERAL CONTRACTOR OF ALL TEMPORARY AND PERMANENT EROSION CONTROL DEVICES UNTIL FINAL ACCEPTANCE OF THE PROJECT (85% GRASS CATCH). NECESSARY REPAIRS SHALL BE MADE TO CORRECT UNDERMINING OR DETERIORATION. FINAL ACCEPTANCE SHALL INCLUDE A SITE INSPECTION TO VERIFY THE STABILITY OF ALL DISTURBED AREAS AND SLOPES. UNTIL FINAL INSPECTION, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL IMMEDIATELY BE CLEANED, AND REPAIRED BY THE GENERAL CONTRACTOR AS REQUIRED. DISPOSAL OF ALL TEMPORARY EROSION AND CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

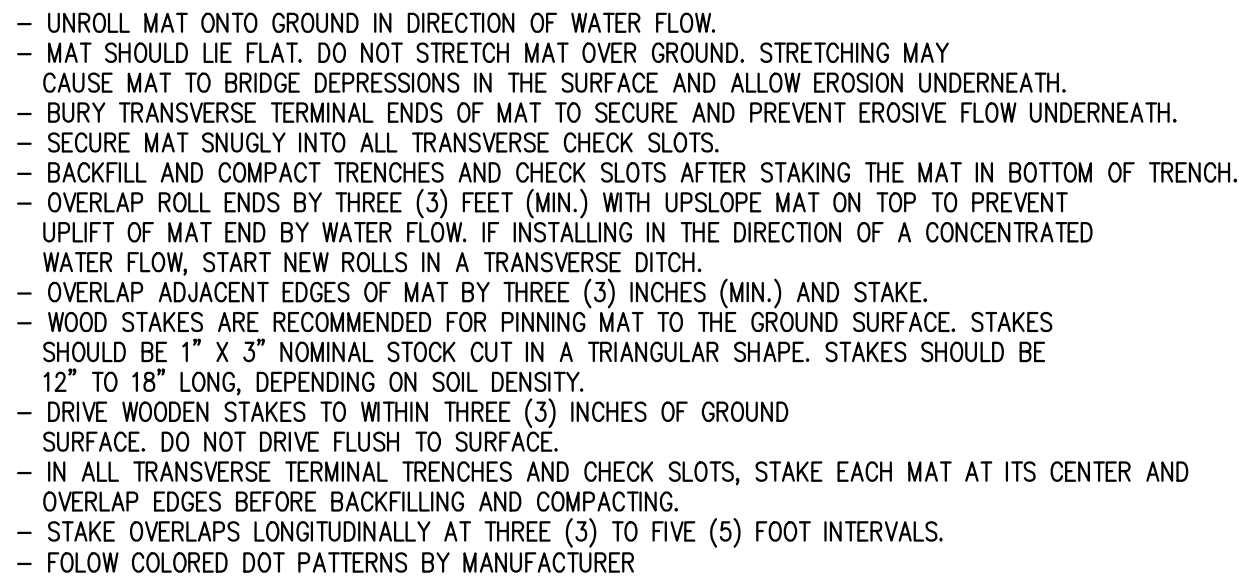
IT IS RECOMMENDED THAT THE OWNER HIRE THE SERVICES OF THE DESIGN ENGINEER TO PROVIDE COMPLIANCE INSPECTIONS (DURING ACTIVE CONSTRUCTION) RELATIVE TO IMPLEMENTATION OF THE STORMWATER AND EROSION CONTROL PLANS. SUCH INSPECTIONS SHOULD BE LIMITED TO ONCE A WEEK OR AS NECESSARY AND BE REPORTABLE TO THE OWNER, TOWN AND DEP.

2. SHORT-TERM SEDIMENTATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ALL SWALES AND STRUCTURES PRIOR TO TURNING PROJECT OVER TO THE CITY.

1. LONG-TERM PROVISIONS FOR PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL FACILITIES AFTER ACCEPTANCE OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE OWNER OR THEIR DESIGNEE. SUCH RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO THOSE DETAILED AS FOLLOWS:
 - A. PARKING LOT SHALL BE MECHANICALLY SWEEPED TWICE PER YEAR. THE FIRST SHALL TAKE PLACE IN THE WINTER (JANUARY/THAW) TO REMOVE ACCUMULATED SANDS FROM WINTER SANDING IN THIS POINT. THE SECOND SWEEPING SHALL TAKE PLACE AFTER WINTER SANDING OPERATIONS TERMINATE BUT PRIOR TO MAY 1.
 - B. INSPECTION OF STORMWATER OUTLET STRUCTURE SHOULD BE CONDUCTED TWICE PER YEAR. ACCESS TO THE STRUCTURE IS THROUGH THE TOP. THE OIL/WATER SEPARATOR UNIT SHALL BE PUMPED DOWN AND THE SEDIMENT AND TRASH SHALL BE REMOVED AT THE TIME OF THE INSPECTION. THE REMOVAL OF ALL SEDIMENT AND TRASH WILL HELP MINIMIZE VOLUME LOSS.
2. THE OWNER SHALL FILE A YEARLY MAINTENANCE REPORT TO THE CITY DOCUMENTING THE REQUIRED MAINTENANCE FOR THE STORMWATER SYSTEM.

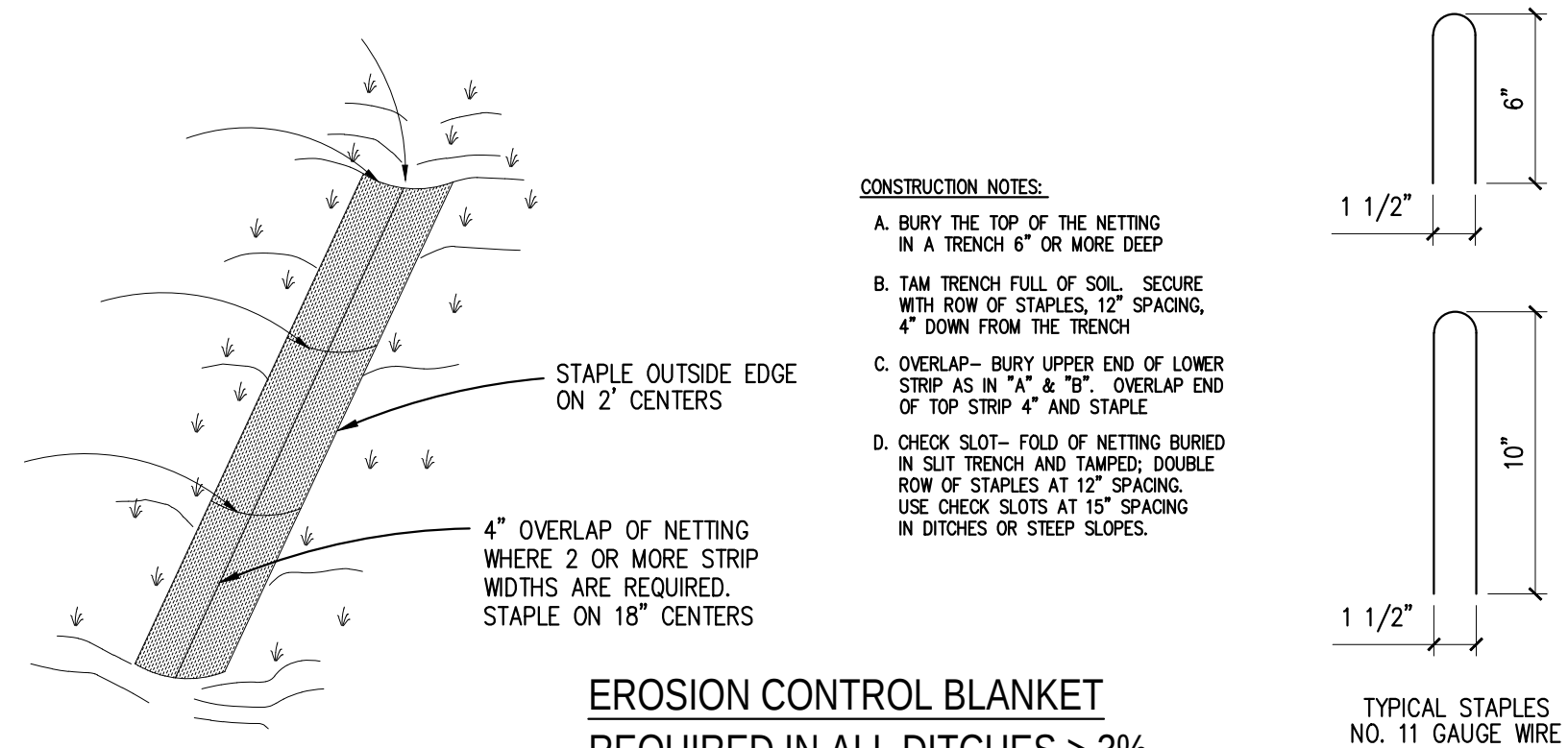


N.T.S.



REQUIRED ON ALL SLOPES > 8% (WINTER CONSTRUCTION)
REQUIRED ON ALL SLOPES > 15% (SUMMER CONSTRUCTION)

NT



NOTE: GRADING PLAN GOVERNS IN ALL LOCATIONS

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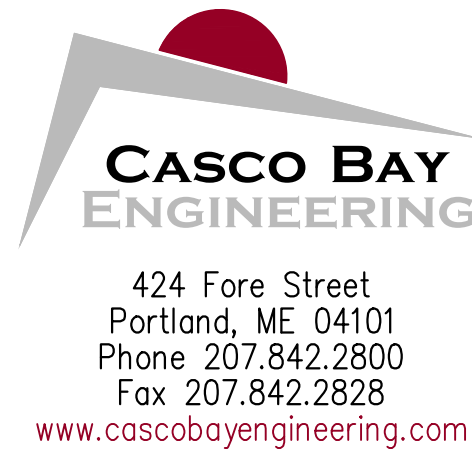


NTS

SILTATION FENCE INSTALLATION

1. EXCAVATE A 6" x 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
3. DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM. JOIN SECTION AS SHOWN ABOVE.
4. LAY THE TOE-IN FLAP OF FABRIC ON THE UNDISTURBED BOTTOM OF THE TRENCH, BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPLISHED BY AN INTERCEPTION DITCH.
5. BARRIER SHALL BE MIRAFI SILT FENCE OR APPROVED EQUAL.

NTS



CLIENT:
WHIPPLE CALLENDER
ARCHITECTS
136 PLEASANT AVE
PORTLAND, ME 04103

PRELIMINARY
NOT FOR CONSTRUCTION

PORTLAND, ME

JP SHERIDAN LLC APARTMENT

RETAINING WALL

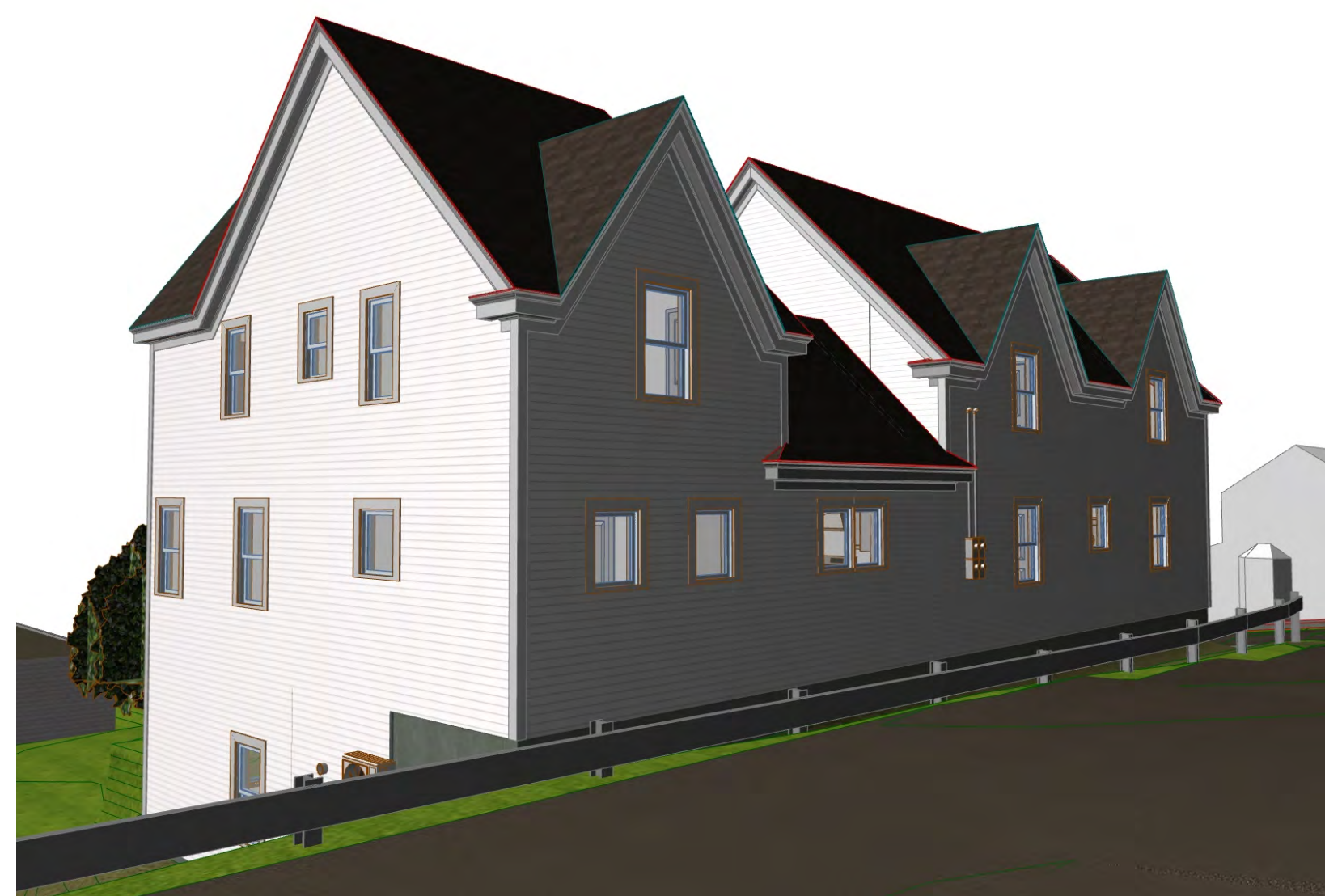
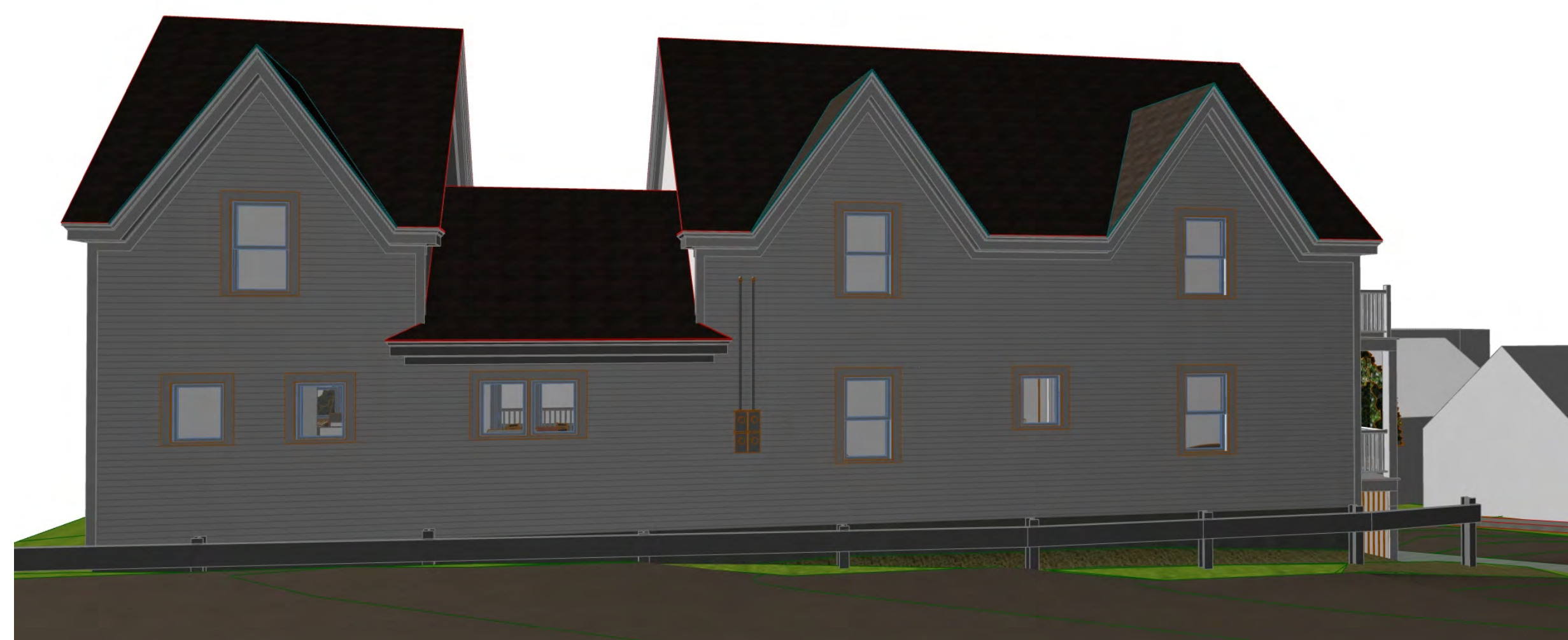
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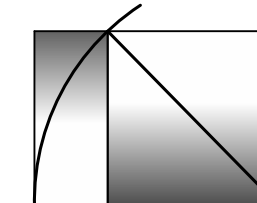
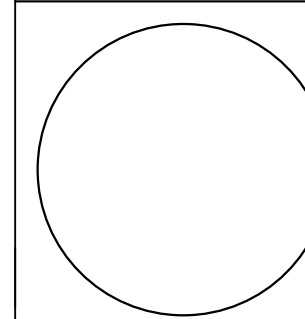
EROSION CONTROL DETAILS

DESIGNED:	ED
DRAWN:	DL
DATE:	5-2-17
PROJECT NUMBER:	16-135

C300

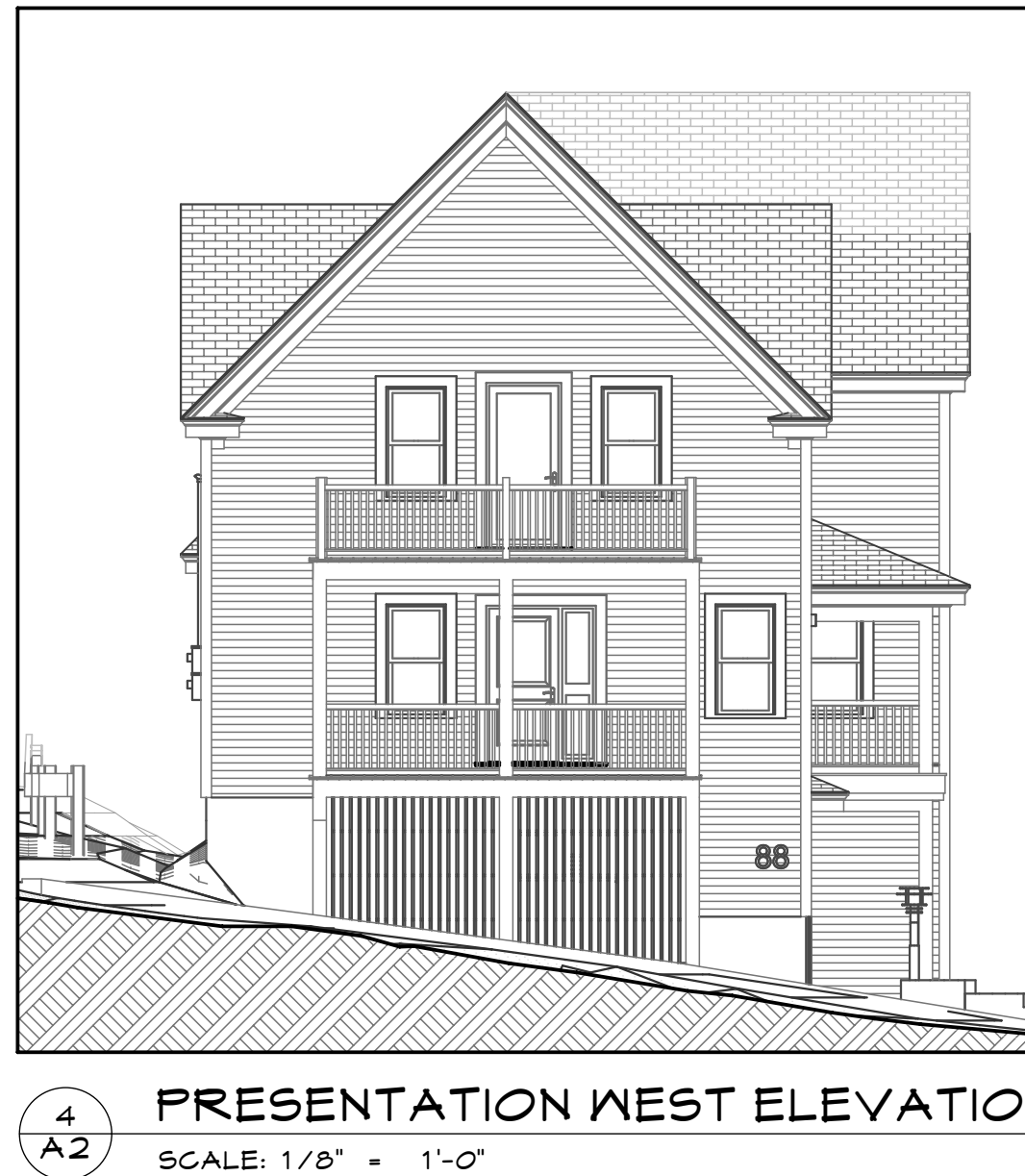
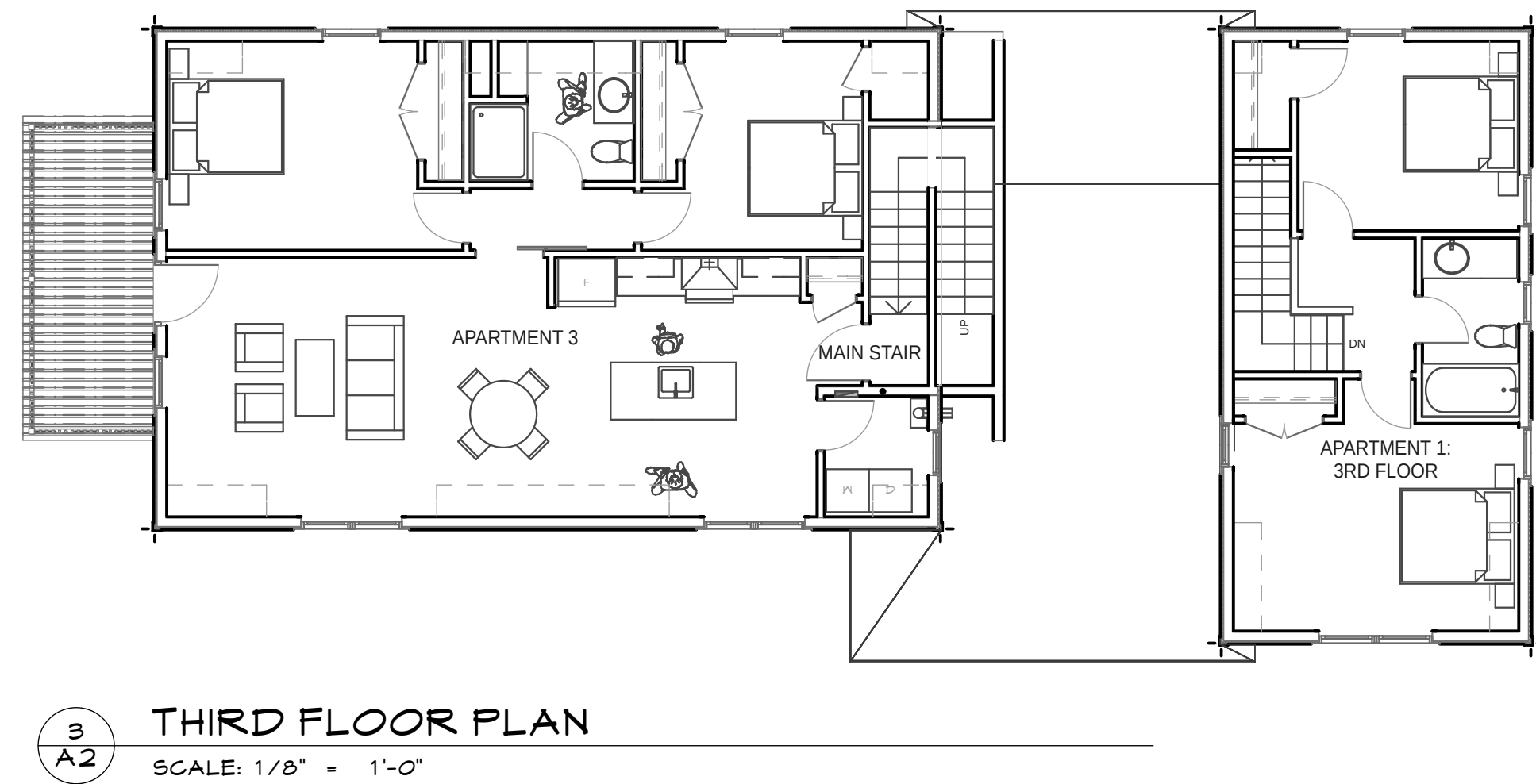
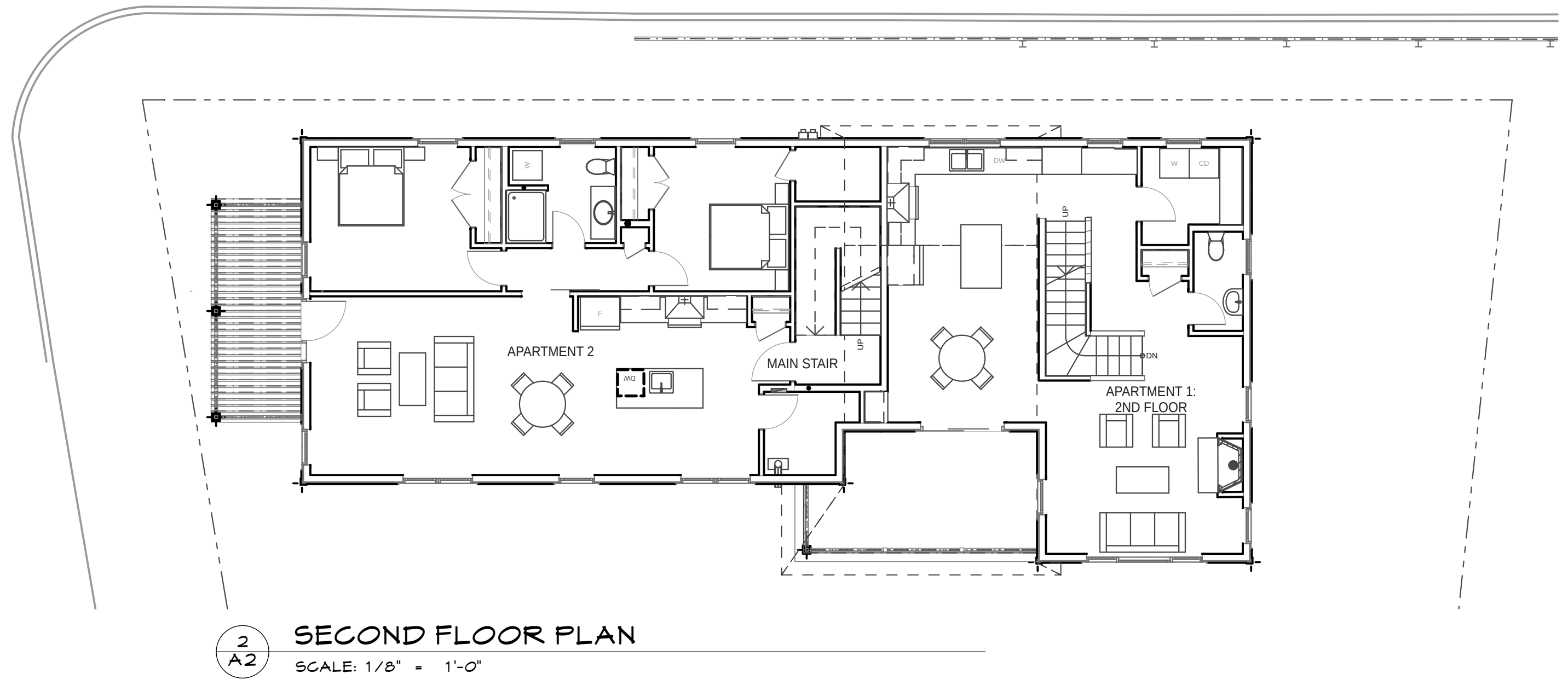
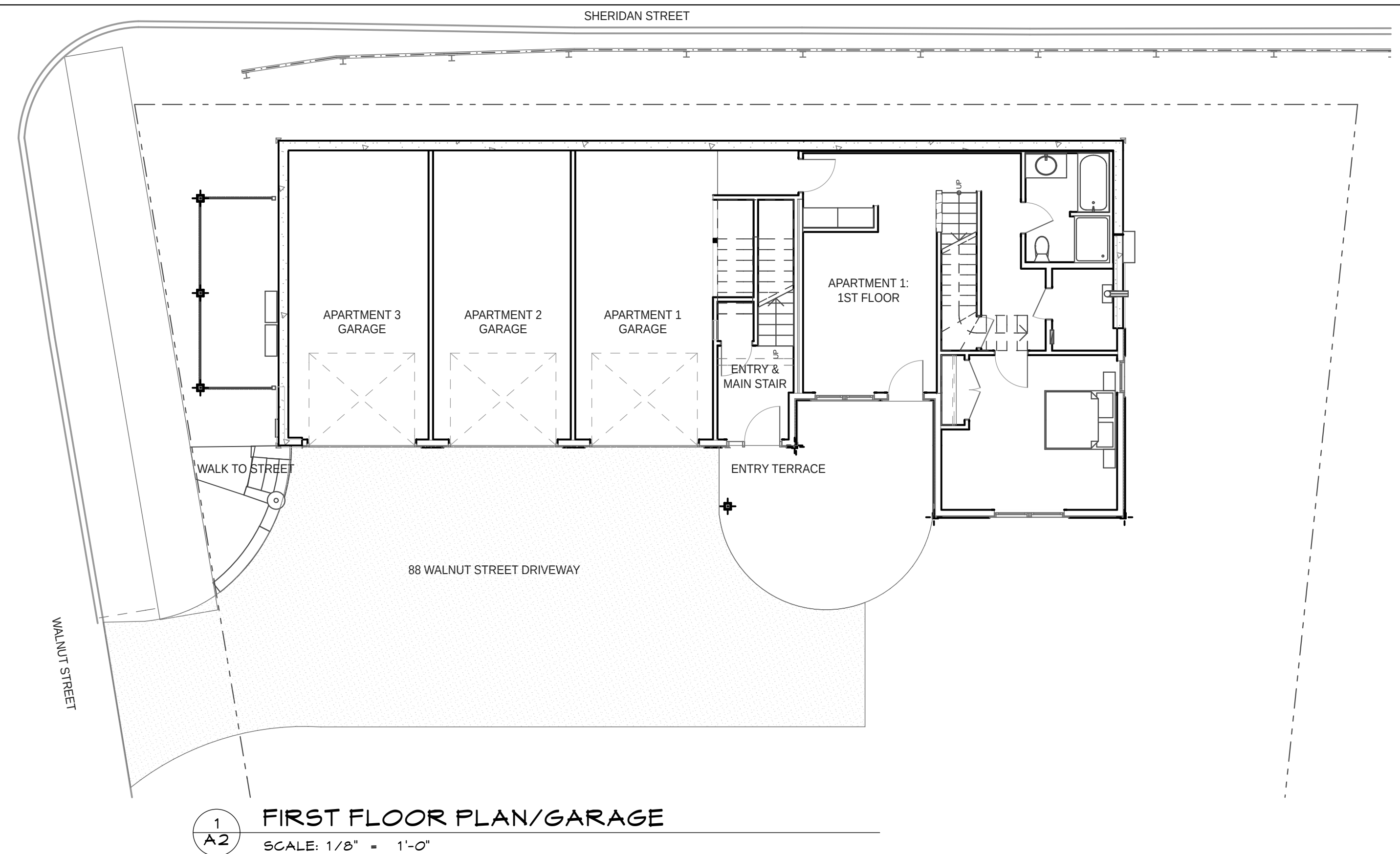
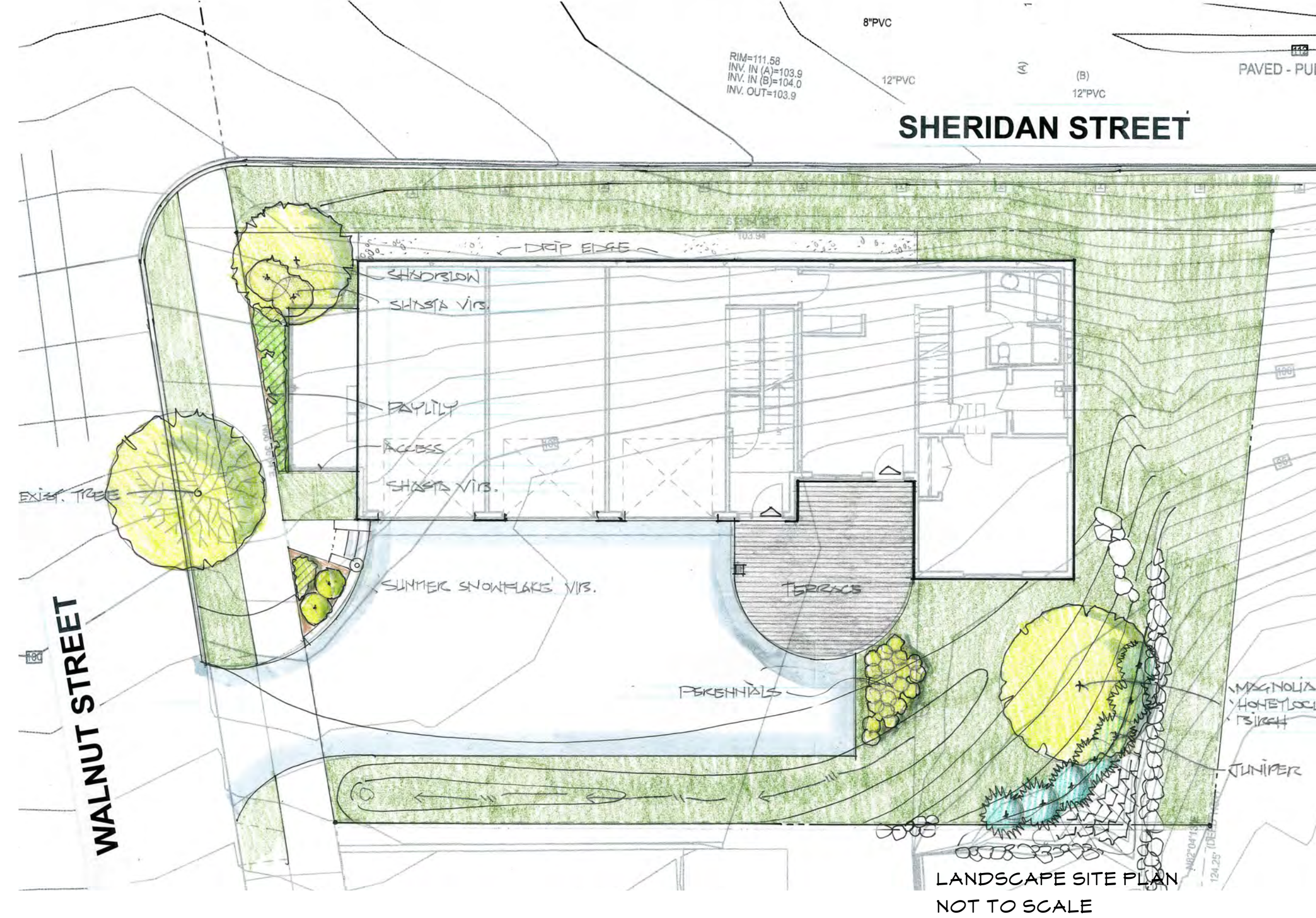


JP SHERIDAN LLC APARTMENT
88 WALNUT STREET PORTLAND, ME

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DATE:	5/15/17
CHECKED BY:	AEC
DRAWN BY:	AEC / NC
JOB:	16-EHP
SHEET TITLE:	MODEL VIEWS OF NEW BUILDING AND EXISTING CONDIT PHOTOGRAPHS

A1



JP SHERIDAN LLC APARTMENT

88 WALNUT STREET

PORTLAND, ME

WHIPPLE
CALLENDER
ARCHITECTS

PO BOX 1276
PORTLAND, ME 04104
P 207.775.2696
F 207.775.3631
www.whipplecallender.com

DESCRIPTION	DATE	MARK

DATE: 5/15/17

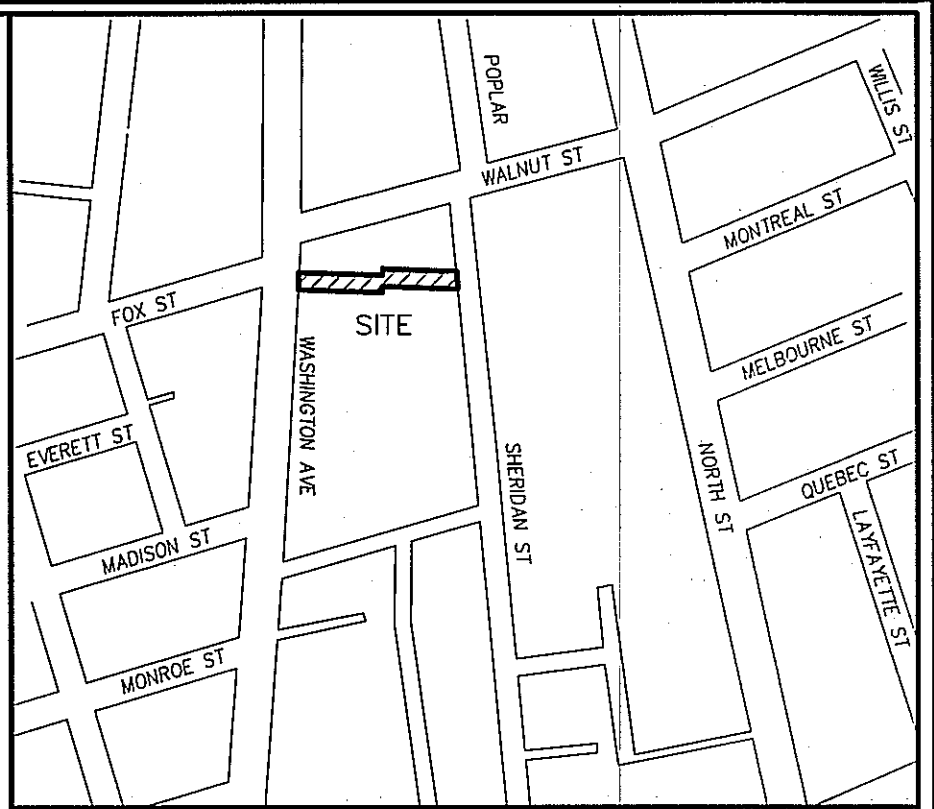
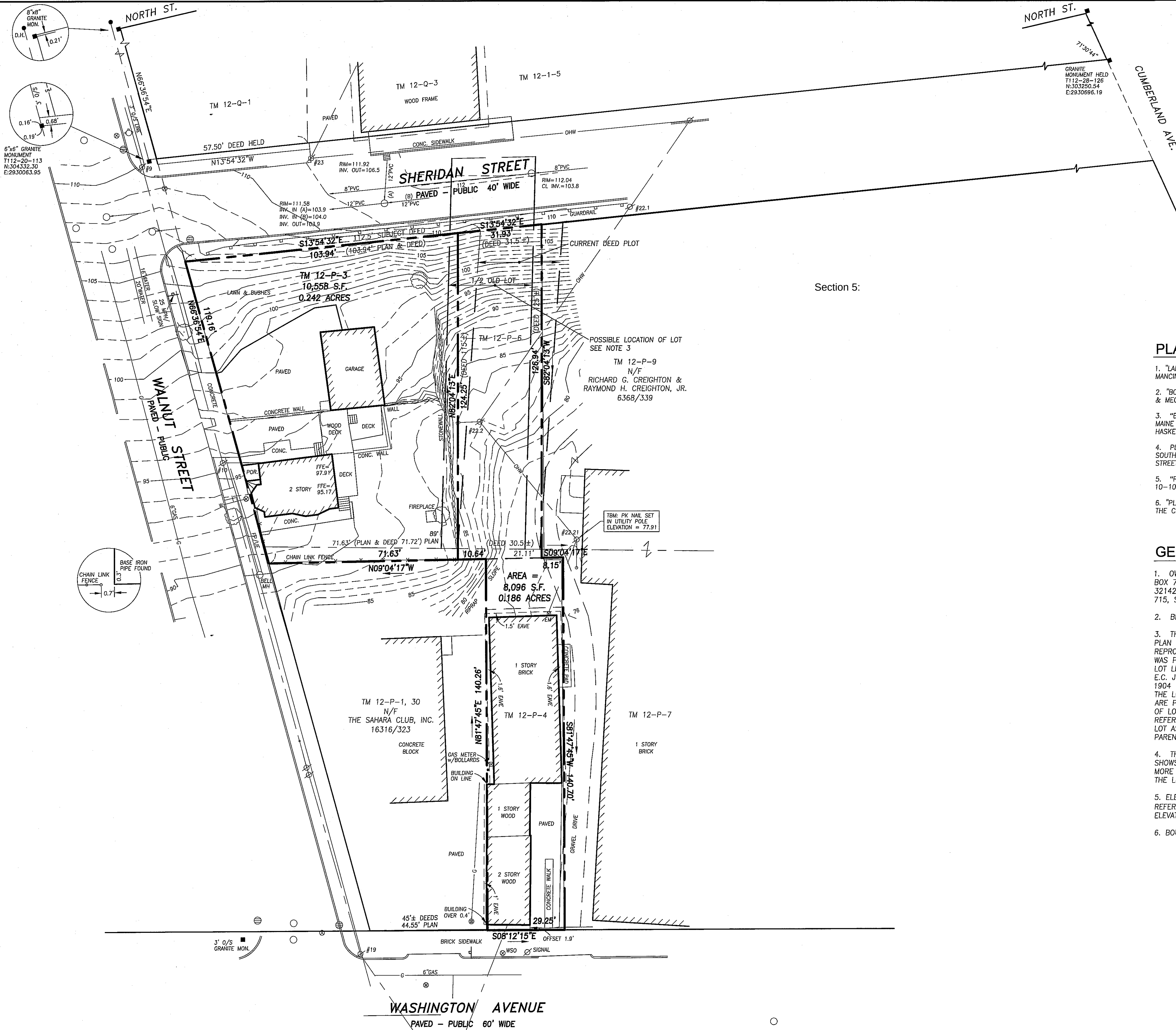
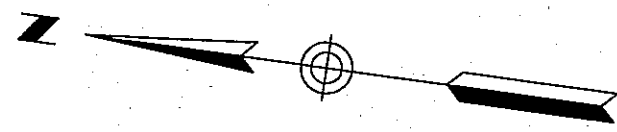
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JOB: 16-EHP

SHEET TITLE: BUILDING PLANS AND ELEVATIONS

A2



LOCATION MAP
N.T.S.

Section 5:

PLAN REFERENCES

- "LAND TITLE SURVEY ON SHERIDAN STREET, PORTLAND, MAINE MADE FOR ANTHONY MANCINI NOV. 2, 1995 OWEN HASKELL, INC."
- "BOUNDARY SURVEY AT 110 SHERIDAN STREET, PORTLAND, MAINE MADE FOR THOMAS & MEGAN HAMBRICK" FEBRUARY 10, 2015 REV. 1 07/01/15 BY OWEN HASKELL, INC."
- "BOUNDARY & TOPOGRAPHIC SURVEY AT 134 WASHINGTON AVENUE, PORTLAND, MAINE MADE FOR AVESTA HOUSING DEVELOPMENT CORP. FEB. 13, 2014 OWEN HASKELL, INC. JOB NO. 2014-008P" REVISED 05-12-14
- PLAN OF LOTS BETWEEN WASHINGTON STREET (AVENUE) AND NORTH STREET, SOUTH OF MECHANIC (NOW WALNUT) STREET AND INCLUDING POPLAR (NOW SHERIDAN) STREET RECORDED JULY 18, 1809 IN DEED BOOK 51, PAGE 297.
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR UNIVERSAL WATKINS 10-10-69 H.I. & E.C. JORDAN - SURVEYORS"
- "PLAN AND PROFILE OF WASHINGTON AVE. AND FOX ST. PORTLAND, MAINE MADE FOR THE CITY OF PORTLAND" BY OWEN HASKELL, INC. DATED JULY 2000.

GENERAL NOTES

- OWNER OF RECORD: TAX MAP 12 BLOCK P LOT 4 - FOX STREET, LLC, P.O. BOX 715, SOUTH FREEPORT, ME, CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 32142, PAGE 229; TAX MAP 12 BLOCK P LOT 6 - JP SHERIDAN, LLC, P.O. BOX 715, SOUTH FREEPORT, ME, BOOK 32142, PAGE 232
- BEARINGS ARE MAGNETIC 1954 PER PLAN REFERENCE 1.
- THE MAJORITY OF LOT 6 IS THE SOUTHERLY HALF OF LOT 7 AS SHOWN ON PLAN REFERENCE 4. THE LOTS ON THAT PLAN ARE VERY DIFFICULT TO REPRODUCE, PARTLY BECAUSE SHERIDAN STREET WAS MOVED AFTER THAT DIVISION WAS PREPARED. THE LINES SHOWN HEREON ARE A POSSIBLE LOCATION OF THE LOT LINES BASED ON A SURVEY OF SHERIDAN STREET FOUND IN THE RECORDS OF E.C. JORDAN SURVEYORS. THE DIMENSIONS ON LOT 3 GO BACK AT LEAST TO A 1904 DEED IN BOOK 755, PAGE 49. THAT DEED CAME AFTER THE CHANGE IN THE LOCATION OF SHERIDAN STREET. THIS SURVEYOR BELIEVES THOSE DIMENSIONS ARE PROBABLY THE BEST INFORMATION AS TO THE LOCATION OF THE CENTERLINE OF LOT 7. THE OLD DEEDS DESCRIBE THE SOUTHERLY HALF OF LOT 7 ON PLAN REFERENCE 4. LOT 7 IS SHOWN AS 63.5 FEET WIDE. THIS PLAN SHOWS THE LOT AS 31.75 FEET WIDE AND THE CURRENT DEED DIMENSIONS ARE SHOWN IN PARENTHESIS. THIS LINE NEEDS TO BE AGREED UPON WITH CREIGHTON.
- THE LINES OF LOT 4 ARE TAKEN FROM PLAN REFERENCE 5. THAT PLAN SHOWS THE LOT WIDTH AS 29.25 FEET WHILE THE OLD DEEDS CALL FOR 26 FEET, MORE OR LESS. A BOUNDARY AGREEMENT IS RECOMMENDED WITH CREIGHTON FOR THE LINE FROM WASHINGTON AVENUE TO SHERIDAN STREET.
- ELEVATIONS ARE BASED ON NGVD 1929 PER BENCHMARK SHOWN ON PLAN REFERENCE 6, PK IN POLE #11 CORNER OF ANDERSON AND EVERETT STREET ELEVATION 12.42 CITY LEVEL BOOK 737 PAGE 77.
- BOUNDARY AGREEMENT RECOMMENDED WITH THE SAHARA CLUB, INC.

LEGEND

- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- UTILITY POLE
- MANHOLE
- SION
- HYDRANT
- WATER VALVE OR SHUTOFF
- GAS VALVE
- ELECTRIC OR GAS METER
- STONE WALL
- CURB
- OHW OVERHEAD WIRES
- W WATER LINE
- G GAS LINE
- TM TAX MAP
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK AND PAGE

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

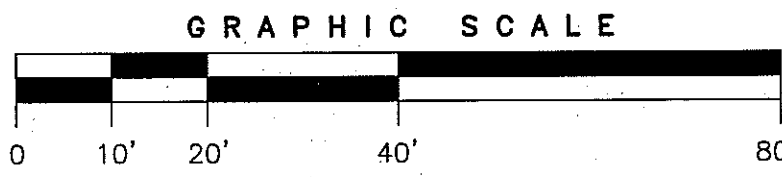
CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

DATE

JOHN C. SCHWANDA, PLS NO. 1252

REV. 2	10/14/16	ADDED LOT TM 12-P-3
REV. 1	07/25/16	ADDED TOPOGRAPHY
BOUNDARY SURVEY ON WASHINGTON AVENUE & SHERIDAN STREET PORTLAND, MAINE MADE FOR JON EDWARDS 31 WASHINGTON AVENUE, PORTLAND, MAINE OWEN HASKELL, INC. 390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424 PROFESSIONAL LAND SURVEYORS		
Drwn By	JCS	Date
Trace By	JLW	NOV. 12, 2015
Check By	JCS	2015-155P
Book No.	FILE	Scale
		1" = 20'
		Drwg. No.
		1



Memorandum
Planning and Urban Development Department
Planning Division



To: Elizabeth Boepple, Chair and Members of the Portland Planning Board

From: Barbara Barhydt, Development Review Services Manager

Date: June 15, 2017

Re: Division 30. Affordable Housing – Proposed Text Amendments

Meeting Date: June 22, 2017

I. INTRODUCTION

The Housing Committee has been evaluating regulatory tools to encourage and support the creation of affordable housing in Portland. The Housing Committee reviewed proposed amendments to Division 30. Affordable Housing and voted at their March 30th meeting to forward the proposed amendments to the Planning Board for review and a recommendation to City Council.

This is the second workshop on the proposed changes. Notice of this workshop appeared in the Portland Press Herald on June 12th and 13th and notices were distributed electronically to the interested citizen list. At the time of writing this memo, one additional comment has been received beyond those received at the Housing Committee. Staff has committed to the Housing Committee that there will be robust public outreach as these proposed amendments are discussed by the Planning Board. The initial May 9th workshop focused on getting the Board oriented on the amendments and hearing members' initial questions and comments.

After this initial workshop, staff implemented an outreach plan including creating a project web page, issuing a press release, meeting with interested stakeholders and sending an information packet to all neighborhood associations.

Staff has also developed responses to the questions raised by the board and through public comment at the previous workshop.

Changes from the previous version include:

- the addition of the B-2c zone and removal of the B-4;
- clarification on the cumulative nature of the bonuses stating they are not cumulative;
- height limitations in the B-1 and RP zones;
- lowering the pre-meeting notice from 60 to 30 days
- clarifying that the workforce and low-income units need to be of comparable size as market-rate units; and
- additional minor clerical and clarity changes.

II. BACKGROUND

The current density, parking and dimensional bonuses for affordable housing that are contained in Division 30, Section 14-488 (Attachment 4) provide more limited incentives, which are applicable in all

zones. For example, the maximum density bonus allowed is a 25% increase for projects with 25% or more of the units as affordable units. There is a cross reference to the parking regulations, which states:

...no more than one (1) parking space shall be required. The planning board may establish a parking requirement for affordable housing units for rent or sale within an eligible project that is less than one (1) parking space per affordable housing unit, regardless of the size of the structure.

Height bonuses are available for projects in the B-2 or B-b zone that contain more than 5 affordable housing units and where 20% or more of the units are affordable, but the heights cannot exceed recommended heights from an applicable height study in the comprehensive plan. Please refer to Attachment 4 for Section 14-488 from the Land Use Code.

The Housing Committee has been evaluating ways to increase the amount of affordable housing for households earning low and moderate incomes. Consistent with the policies of the pending Comprehensive Plan, the Committee was interested in further developing housing along Portland's transportation corridors and at significant nodes. The March 30, 2017 memo from Jeff Levine, Director of Planning and Urban Development, and from Mary David, Division Director of Housing and Community Development is included as Attachment 1.

As noted in the March 30 memo:

[T]hese amendments would incentivize the creation of significant new affordable housing options for a wide range of households in need. ... [They] would also allow for developers of affordable housing to be more competitive with other developers for site acquisition and more competitive for public funding subsidies. The amendments would be designed to sensitively balance site context with modest height bonuses and small building setback reductions. These small forms of flexibility and zoning relief would provide developers of affordable housing greater project feasibility while also proactively providing clear rules for supporting more affordable housing in a consistent manner.

The proposed text amendments also provide incentives for increased density and more flexible dimensional standards for Planned Residential Unit Developments, which are permitted uses in the R-3, R-5, and R-5A zones.

III. PROPOSED AMENDMENTS

A. Summary

The proposed text amendments forwarded by the Housing Committee to the Planning Board and revised from the previous workshop are presented below. The proposed text amendments increase the residential density bonuses for affordable housing and provide greater flexibility for building heights and setback reductions within specific zones. The zones that generally are found along the City's corridors and at nodes that are identified for this proposal include B-1, B-1b, B-2, B-2b, B-2c, B-3, B-3b, B-3c, B-5, R-7, and Residence Professional RP.

All of the incentives are tied to the percentage of affordable housing proposed and the incentives differentiate between low income and workforce housing units. The density bonuses range from 1.1 to 2.5 depending upon the percentage of affordable units within a project and the incentives are more substantial for low income units. Thus, a higher percentage of workforce housing units is required to obtain the same density bonuses as offered to units eligible for low income households.

The draft also proposes revisions to Planned Residential Unit Developments (PRUD), which are allowed in R-, R-5 and R-5a zones. For those PRUD's in which 50% of the units are low-income or workforce housing, a series of dimensional bonuses or modifications are proposed. Those incentives

include the following: 1) minimum lot area per unit is reduced by 50%; 2) maximum number of units or building length shall not apply; 3) minimum setbacks may be reduced to 10 feet; 4) The land area for a PRUD may extend on both sides of a street; and 5) the minimum open space area per units is set at 200 sf.

B. Text Amendments Forwarded by the Housing Committee

Sec. 14-488. Low Income & Workforce Housing Dimensional Bonuses

Notwithstanding any other provision of this chapter to the contrary, in order to encourage low income and workforce units in designated growth areas, eligible projects may avail themselves of the following options.

1. Eligible projects in all B-1, B-1b, B-2, B-2b, B-3, B-3b, B-3c, B-4, B-5, R-7 and R-P Zones

Percentage Low Income Units for Sale/Rent	Percentage Workforce Units for Sale/Rent	Density Permitted*	Additional Height Permitted***	Setback Reductions**
10%	20%	1.1 x base	N/A	N/A
20%	40%	1.2 x base	10 feet	N/A
30%	60%	1.3 x base	10 feet	5'
50%	100%	2.0 x base	15 feet	5'
75%	N/A	2.5 x base	25 feet	10'

*: "Base" is the number of units allowed under the zoning without this bonus but with any other bonuses applied. In R-P zones, the "base" is no less than 1 unit per 1,500 sf. of land area

**: Setback reductions are absolute reductions in front, side and/or rear yard setback requirements.

*** The maximum additional height permitted in the B-1 zones and the R-P zone shall be 15 feet.

2. Off-street parking. Off-street parking is required as provided in Division 20 (off-street parking) of this article.
3. **Planned Residential Unit Developments.** In order to promote orderly development of low- and moderate-income development as PRUDs, any project in which more than 50% of the units are low-income or workforce units for rent or for sale may utilize the following dimensional bonuses and changes:
 - a. Minimum lot area per dwelling unit is reduced by 50%;
 - b. Maximum number of units and maximum length of buildings do not apply but may be set through site plan review; and
 - c. Minimum building setbacks may be reduced to 10'
 - d. The PRUD may cross public rights of way provided that the right of way does not count towards minimum lot size nor towards any open space requirements
 - e. Minimum Recreation Open Space Area is reduced to 200 sf per dwelling unit of common area designated for recreational purposes by the residents. Minimum contiguous size and setbacks do not apply and shall be set through site plan review.

4. **Term of Affordability.** In order to be eligible for this section, the low income

and workforce housing units must be affordable for the longest term permitted under federal, state and local laws and ordinances. Projects that contain both Low Income and Workforce units are eligible for both bonuses.

5. **Required Public Process.** The developer of the project must also commit to a good faith effort to communicate openly with affected properties as their process moves forward. At a minimum, no less than 60 days prior to application for site plan review, any project that wishes to take advantage of this section must (1) hold a public meeting noticed to all properties within 500 feet of their site and (2) post a sign on the property in question describing the proposed project; intent to submit an application to the city in 30 days; and contact information for the developer and the Planning Authority. The Planning Board may adopt regulations regarding the content and processes for noticing as part of the Technical Manual.
6. **Projects under 14-487.** Projects that are subject to 14-487 *that choose to provide the required workforce housing units on site* are eligible for a 25% increase in total permitted units. If an eligible project is also subject to 14-487, the applicant shall have the option of utilizing either this bonus or any bonuses they are eligible for under 14-488.1 but not both.

IV. ZONING COMPARISON AND POLICY DISCUSSION

A. Comparison of Existing Zoning and Proposed Incentives

Density: A chart of the current density requirements for the zones is presented below (Table 1). In some of the zones, the density is dependent upon whether the zone is off or on-peninsula. For example, the B-1 and Residence Professional zones state the allowable density for a residential project is the same as the adjoining or nearest residential zone. Thus, many of these zones are near R-3 and R-5 zones which require 6,500 sf and 5,000 for 2 units, respectively. The B-1 zone does allow a higher density for multi-family units (1,000 sf/unit) above first floor commercial. The B-2 zone establishes a minimum of 1,500 sf per unit in off-peninsula locations, unless the building has active street frontage and then the minimum required is 435 sf.

The B-1, B-2 and R-7 zones require a minimum of 435 square feet per residential unit on the peninsula. The B-3 zones and B-5 zone do not set any density limitations. Currently, the B-4 zone does not allow residential uses, so please see discussion below.

Table 1 Density Comparison

EXISTIING								Proposed		
Zones	Current Density		Minimum Required Lot Size	Example Lot Size	Current Density calculated upon example lot size			Range of Units with Density Bonus calculated upon example lot size		
	Off Peninsula	On Peninsula			Off-Adjoining Residential	Off-Penn. Above Comm.	on	Off Peninsula All Resid.	Off Peninsula - above comm.	On Peninsula
B-1	adjoining residential or 1000 sf above 1st floor retail	435	0 or nearest Resid.	5,000	2	5.0	11.5	2.2 to 5.0	5.5 to 12.5	12.65 to 28.75
B-1b	adjoining residential or 1000 sf above 1st floor retail	435	0 or nearest resid.	5,000	2	5.0	11.5	2.2 to 5.0	5.5 to 12.5	12.65 to 28.75
B-2	1500 *	435	0	5,000	3.34	3.34	11.5		3.68 -8.35	12.65 to 28.75
B-2b	1500 *	435	0	5,000	3.34	3.34	11.5		3.68 -8.35	12.65 to 28.75
B-2c	1500 *	435	0	5,000	3.34	3.34	11.5		3.68 -8.35	12.65 to 28.75
B-3	no density requirements									Unlimited Density
B-3b	no density requirements									Unlimited Density
B-3c	no density requirements									Unlimited Density
B-4	Residential uses not allowed									
B-5	no density requirements							Unlimited Density		
R-7	435		0	5,000						12.65 to 28.75
R-P	adjoining residential		6,000	6,000	2			4.4 to 10		
* Exception for active street frontage, then 435										

Dimensional Requirements: The dimensional modifications include allowing for increased building heights and reduced setbacks. The height increases range from 10 feet to 25 feet depending upon the percentage of low or moderate income housing proposed within a project. Similarly, setback reductions are absolute reductions in front, side and/or rear yard setback requirements that are set at 5 and 10 feet. Table 2 presents the current dimensional standards in the selected zones. Many of the zones have no or minimal setback requirements, but relief would be provided for those residential projects (100% residential) in the business zones that must apply the adjoining residential zone standards for housing projects, such as in the B-1 and RP zones. The height bonuses would be an incentive applicable in all zones.

Table 2 Existing Dimensional Requirements

	Existing Dimensional Requirements								
	Minimum Setbacks				Maximum Setback	Maximum Height		Structure Stepbacks	
	front	side	side on side street	rear	Front	On Peninsula	Off Peninsula	Side	Rear
B-1*	0	0 unless abutting a residential zone -5'	10, applies to one street	0 unless abutting a residential zone, 10'	10	45', 50' along Congress if 1st fl comm	35" except where abutting R-6, then R-6	10' at 35' when abut resid zone	15' at 35' when abut resid zone
B-1b*	0	0 unless abutting a residential zone -5'	10, applies to one street	0 unless abutting a residential zone, 10'	10	45', 50' along Congress if 1st fl comm	35" except where abutting R-6, then R-6	10' at 35' when abut resid zone	15' at 35' when abut resid zone
B-2	0	0	0	10	10	45', 50' if 1st fl commercial, 65 ft in B-2 and B-2 with 5 Acre lot, and 65' along Franklin		5' at 35' when abut resid zone	15' at 35' when abut resid zone
B-2b	0	0	0	10	10	45', 50' if 1st fl commercial, 65 ft in B-2 and B-2 with 5 Acre lot, and 65' along Franklin		5' at 35' when abut resid zone	15' at 35' when abut resid zone
B-2c	0	0	0	10	10	45', 50' if 1st fl commercial, 65 ft in B-2 and B-2 with 5 Acre lot, and 65' along Franklin		5' at 35' when abut resid zone	15' at 35' when abut resid zone
B-3	0	0	0	0	5	Height Overlay Map		Height Overlay Map	
B-3b	0	0	0	0	5	Height Overlay Map		Height Overlay Map	
B-3c	0	0	0	0	5	Height Overlay Map		Height Overlay Map	
B-4	20	10-12', based on stories	10-12', based on stories	20			65' or 90' with lots of 5A and increased setbacks		
B-5	0	0	0	0	10' between Franklin and Forest	65', except Thompson's Point with MDP -120'			
R-7	0	5	5	5		50			
R-P**	20 (or average depth)	10-14' up to 3 stories	10-14' up to 3 stories	20		45 ft or R-6, if abut R-6	45 ft or R-6, if abut R-6		

*: For residential uses in off-peninsula locations, the dimensional requirements of the abutting residential zone apply.

**: In the R-P zone, some uses default to the abutting residential zone's requirements.

B. **Previous Discussion Points for the Planning Board Consideration from May 9, 2017 Workshop:**

1. **Height Incentive of up to 25 Feet:** The building height incentives are calibrated to the amount of affordable housing that is being proposed. It is offered as the same incentive for all of the proposed zones. The staff is seeking the guidance of the Board on offering this incentive for all of the zones, particularly those that are generally more sensitive to the surrounding neighborhood context, such as the B-1 zones and the Residence Professional zones. These zones are generally smaller transitional zones located between neighborhoods and more intensive commercial uses. The B-2 zone is found along the corridors and adjacent to neighborhoods. It is also the zone which encompasses larger areas and shopping centers. It is the B-2 zone that is frequently located at nodes, which are identified for evaluation and transformation in the pending comprehensive plan.

The original proposed additional height of 25 feet could allow building heights up to the following:

B-1 - existing	With 25'	R-P- existing	With 25'	B-2 existing	With 25'
35 – off peninsula	60'	45	70	45'	70'
45- on peninsula	70'			50' with 1 st fl commercial	75'
50' along Congress	75'			65' with 5 Acre lot	90'
				65' along Franklin	90'

- Proposed Resolution- The height bonus in the proposed language has been capped in the R-P and B-1 zones at 15 feet, with an absolute height maximum of 60 feet to address the portion of the B-1 zone on Munjoy Hill that currently permits 50 feet. That section is particularly important to consider due to its proximity to the Portland Observatory.
2. **B-2:** The recent updates to the B-2 zone have minimized the distinctions between B-2, B-2b and B-2c zones. The front and side setbacks are now 0 with only a rear yard setback required of 10 feet. The additional height would be an incentive. The draft from the Housing Committee did not include the B-2c zone, which is located along a portion of Forest Avenue and Bishop Street.
 - Proposed Resolution- The staff recommend that the B-2c be included in the proposed amendments and the B-4 be removed.
 3. **Downtown Business B-3 Zone:** The B-3 zone does not set any density limits nor setback requirements. The B-3 zone does have a building height overlay zone that sets a variety of heights and building setbacks throughout the zone. In addition, there are historic districts within the B-3 zone, including Congress Street, Old Port, and portions of Deering and West End districts.
 - Proposed Resolution- A memorandum on appropriate treatment of historic districts is included as Attachment D.
 4. **B-4 Commercial Corridor:** While, the B-4 Commercial Corridor encompasses Warren Avenue and a portion of Riverside Street, neither of these corridors are identified as priority

corridors in the pending comprehensive plan. Morrill's Corner is identified as a node to transform and the B-4 zone along Warren Avenue is near that node. In addition, the B-4 zone does not list residential uses as a permitted or conditional use. The Board will want to consider the following:

- Should the B-4 Zone be included as one of the zones eligible for the affordable housing incentives or excluded until such time as further study of the area through either the zoning rewrite or the node analysis of Morrill's Corner?
 - If it should be considered, then other text amendments should be drafted to list residential uses.
 - Proposed Resolution – The B-4 has been removed.
5. B-5 Urban Commercial Mixed Use: Similar to the B-3 Zone, B-5 does not have any density requirements nor any setback requirements. There is a 65-foot height limit, except for Thompson's Point that has a maximum of 120 feet, as is consistent with their MDP. The additional height would be an incentive in this zone. The staff does want to point out that any development with additional height on Thompson's Point will need to be reviewed by FAA for compliance with airport safety requirements. Also, please note the incentives are proposed for B-5 and not the B-5b zone, as this zone regulates a smaller geographic area along the waterfront.
6. Residential R-7 Urban Compact Zone: The R-7 has been applied through map amendments and contracts on the peninsula with a density of 435 sf per unit. There is a requirement for a minimum unit size of 400 sf.
- Should the affordable housing incentives include a provision that removes this requirement entirely or removes it at a certain level of incentives?
 - Staff recommends, after analysis, not addressing R-7 zone at this time – see Attachment E.
7. Residence Professional R-P Zone: This zone does benefit from the proposed incentives and encourages housing. The staff recommends the Board consider the following additional incentives:
- Amend the R-P zone to be clear that multi-family housing is permitted and at the density of 1,500 sf per unit.
 - There is an FAR ratio for development in the R-P zone. Should an incentive for affordable housing allow for an increased FAR?
 - Proposed Resolution- The following language has been revised to address this issue (*changes in italics*):
 - * Base" is the number of units allowed under the zoning without this bonus but with any other bonuses applied. In R-P zones, the "base" is no less than 1 unit per 1,500 sf. of land area, *and the bonus shall also apply to any required Floor Area Ratio in 14-149(g). If an eligible project is providing both workforce and affordable housing units, the applicant shall have the option of utilizing applicable incentives, but not cumulatively.*
 - ***: Setback reductions are absolute reductions in front, side and/or rear yard setback requirements. *The maximum setback reductions in the B-1 zones and the R-P zone shall be 5 feet.*

**** The maximum additional height permitted in the B-1 zones and the R-P zone shall be 15 feet, to an absolute maximum of 60 feet.*

8. Planned Residential Development: Planned Residential Developments are permitted uses in the R-3, R-5 and R-5A zone. To determine the allowable density for such a project, the net land area must be calculated as defined in the zoning code:

Net land area: Net land area, as set forth in sections 14-90, 14-120 and 14-130 of this article, shall be calculated by subtracting from gross area the square footage of the following:

- (a) Reserved.
- (b) Existing watercourses, as defined in this section, measured by the area between the top of the banks at the normal high-water mark, as defined in this section.
- (c) Reserved.
- (d) Wetlands, as defined in this section;
- (e) Reserved.
- (f) Slopes of twenty-five (25) percent or greater. Where a slope of twenty-five (25) percent or greater was altered to less than twenty-five (25) percent within the two (2) years immediately preceding the submission of the application for development, such slope shall also be subtracted from the gross area.

In the R-3 zone, a minimum land area of 3 acres is required with a minimum of 6,500 sf of net land area per unit. Similarly, the R-5 and R-5A zones require a minimum lot area of 2 acres. The minimum net land area per unit in R-5 is 3,000 sf and in R-5A it is 1,600 sf. Under the proposed amendments, the above land area required for each unit would be half of the current requirements. This would be 3,250 sf in R-3, 1,500 sf in R-5 and 800 sf in R-5A.

Relief is also proposed from dimensional standards that set a maximum number of units or maximum length of building, but can be established through site plan review. The setbacks are reduced from 25 feet to 10 feet and the minimum recreation open space is reduced to 200 sf per unit. Lastly, the amendments clarify that the overall development can cross a right-of-way, but the land area of the street is not counted in the calculations.

- Maps have been created outlining where existing PRUDs are and where land with sufficient lot area exists as Attachment F.

9. Terms of Affordability: The terms of affordability state the following:

In order to be eligible for this section, the low income and workforce housing units must be affordable for the longest term permitted under federal, state and local laws and ordinances. Projects that contain both Low Income and Workforce units are eligible for both bonuses.

- Should eligibility compound for a project that includes both Low Income and Workforce units? For example, should a project with 20% Low Income and 20% Workforce units be eligible for a 1.32 (1.1 x 1.2) density bonus? Would height bonuses similarly be cumulative?
- Proposed Resolution: The revised language proposed clarifies that the bonuses are not cumulative. Only the highest bonuses would apply.

10. Required Public Process: The proposal from the Housing Committee calls for an enhanced public process in order to be eligible for the incentives. A neighborhood meeting is required to be held at least 60 days before an application is submitted to the city for review and that a sign be posted on the property announcing the proposed project. The language developed by the

Housing Committee calls for the sign to announce any known public meetings, workshops, and hearings, along with contact information. The proposed content of the sign is challenging, particularly without a pending application.

- The Planning staff recommend that the wording in this section be revised to state that the Planning Board will adopt regulations to clarify the content and processes for these signs. At this point, staff would recommend that the signs include the developers name, contact information and their intent to submit an application for review in 60 days (cite anticipated submission date and general City Website link).
 - Proposed Resolution: After the initial workshop, staff implemented an outreach plan including creating a project web page, issuing a press release, meeting with interested stakeholders and sending an information packet to all neighborhood associations. Copies of the press release and mailing are included as Attachment A.
11. Parking Requirements: The current regulations regarding parking for affordable housing projects was not presented in the draft. Current parking requirements for affordable housing developments allow the Planning Board to set a parking requirement for the development, provided it does not exceed one space per unit.
- Proposed Resolution: The staff recommends that this provision be retained. The language currently reads: Off-street parking is required as provided in Division 20 (off-street parking) of this article.”
12. Additionally, a memo from Mary Davis with information on estimated rents and sales and how income levels is provided as Attachment C. Staff will also present information on salaries for common occupations to help provide context for the affordability requirements at the June 22nd Workshop.
13. Staff is also working on visuals of how these proposed incentives might affect specific parcel types and should have that material available at the workshop.

V. NEXT STEPS

- Incorporate Planning Board comments and guidance into final draft
- Continue Public Outreach
- Schedule a public hearing on the proposed amendments and forward recommendation to City Council for continued discussion

Attachments:

- A- Copy of materials sent out to give wide notice of these proposed changes
- B- Map of Existing Low-Income and Workforce Affordable Housing Developments (electronic only due to the size)
- C- Memorandum about estimated rental and sales and income level calculation
- D- Memorandum from Deb Andrews on Local Historic Districts
- E- Memorandum from Jeff Levine on the R-7 zones
- F- Map of Existing PRUD locations and potential additional locations
- G- Memorandum from Jeff Levine on land value impacts of these proposed changes
- H- Map of the zones affected by this change, with Comprehensive Plan nodes and corridors
- I- Proposed revised language marked up with changes from Housing Committee version



Jeff Levine, AICP
Director, Planning & Urban Development Department

June 15, 2017

Re: Initiative to Encourage Housing For Portland Workers

Dear Neighborhood Leaders (and residents):

I am writing to give you some information about an effort to address a key challenge facing Portland: the housing shortage. In the new Comprehensive Plan, many raised the issue of how to produce housing that average Portland residents and workers can afford, in a way that builds on the existing. After guidance from the City Council's Housing Committee, city staff has been working with the Planning Board on code changes that would encourage workforce housing production in commercial corridors and squares.

The changes being developed would take our current housing incentives section and focus them on the areas that people said they wanted to see new development, such as along Franklin Street and existing public housing campuses. At the same time, density bonuses in most residential zones would be scaled back, to address the idea that new growth should focus on key corridors and nodes.

The changes are in a section of the zoning code called Division 30. They would provide additional density incentives for developments that include certain percentages of units priced for average incomes or below. In developing these bonuses, we spoke to both residents and those who produce workforce housing. We wanted to make sure we provided incentives that could actually produce more housing, yet were consistent with the Comprehensive Plan and based on the existing zoning requirements.

The Portland Housing Authority recently completed a plan for development of more housing on their existing campuses. The need to renovate existing buildings and the desire to produce additional affordable housing drove that process, which resulted in conceptual plans for each of their sites in Portland. The Division 30 changes would also allow the Housing Authority more flexibility on their campus sites to produce more housing as part of a "Planned Residential Unit Development (PRUD)" process. The PRUD process is designed to allow each site to propose a redevelopment plan and, in return, get some the additional development density needed to finance investment – as well as produce needed housing.

The Planning Board held one workshop on this proposal, and will hold a second workshop on Thursday, June 22nd at City Hall at 7 pm. The City Council would potentially take up these items in July.

For more information on this effort, visit the project web page at:

<http://www.portlandmaine.gov/Division30>

The Comprehensive Plan can be viewed at:

<http://tinyurl.com/PortlandsPlan>

Also, attached is a one page information sheet on this effort. Feel free to distribute.

I would be happy to arrange a meeting with your organization, or any other group that wishes to learn more about this proposal. Feel free to contact me via email at jlevine@portlandmaine.gov.

Best,

A handwritten signature in blue ink, appearing to read 'JL', is positioned above the printed name and title.

Jeff Levine
Planning & Urban Development Director

Chapter 14 Land Use Code Division 30 Revisions: Low-Income & Workforce Housing Bonuses

Incentivizing Affordable Housing Development in Priority Growth Areas

Portland's Plan, the City's new comprehensive plan, identifies affordability and supply of housing as one of the city's most challenging issues. As part of a broad effort to address this challenge, the City has recently developed a set of proposed changes to the affordable housing ordinance, Division 30. The City Council's Housing Committee originally developed these amendments in the early spring of 2017. They are now being reviewed by the City's Planning Board.

Why amend Division 30?

The City's existing land use ordinance provides some incentives for affordable housing development, including density and dimensional bonuses, and reductions in parking requirements and review fees. However, these incentives have had modest effect on the city's supply of affordable housing. The proposed amendments to Division 30 are designed to encourage further housing creation, particularly in the city's priority growth areas, by increasing density, dimensional, and height bonuses for affordable housing projects in certain zones. These bonuses should make affordable housing developers more competitive in terms of purchasing sites and securing funding.

How Can You Get Involved?

Whether you are a neighbor, a developer, or an advocate, the City of Portland wants your input on these proposed affordable housing incentives.

There are several ways to get involved:

1. Listen or speak up at a public meeting – the next Planning Board workshop will be Thursday, June 22
2. Send us your comments via email planningboard@portlandmaine.gov

What are the amendments?

The proposed amendments encourage the creation of affordable housing with two incentives:

1. Residential projects in certain commercial and mixed-use zones (the B-1 and B-1b; B-2 and B-2b; B-3, B-3b, and B-3c; B-4; B-5; R-7; and R-P zones) with affordable housing components would qualify for:
 - Density bonuses of up to 2.5 times the base density = *more residential units per lot*
 - Increased building heights of up to 25 feet = *taller buildings to accommodate more housing*
 - Decreased front, side, and/or rear yard setbacks = *larger buildable area*

The bonuses would depend on the proportion of low-income or workforce housing proposed.

2. Planned Residential Unit Developments (PRUDs) in the R-3 and R-5 zones in which half of the units are designated as low-income or workforce housing would be eligible for:
 - Density bonus of 2 times the base density
 - Decreased setbacks

Projects taking advantage of any of these incentives would be required to keep the units as affordable for the longest term permitted under federal, state, and local law.

Stay up to date with the proposed amendments and meeting schedule by visiting the City's website: www.portlandmaine.gov/Division30

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EFFORT UNDER WAY TO ENCOURAGE HOUSING FOR PORTLAND WORKERS

Following the recent City Council approval of Portland's new Comprehensive Plan, there is an effort to address a key concern raised by many: producing housing that average Portland residents and workers can afford. City staff is working with the Planning Board, after getting guidance from the Council's Housing Committee, on zoning changes that would encourage additional workforce housing production in commercial corridors and squares.

"The issue of housing affordability and production was raised consistently during the Comprehensive Plan," says Jeff Levine, Director of Planning & Urban Development. "The changes being developed would take our current housing incentives section and focus it on the areas that people said they wanted to see new development, such as along Franklin Street and existing public housing campuses. At the same time, we are proposing eliminating the ability to use these incentives in many residential zones, to address the idea that new growth should focus on key corridors and nodes."

The changes are in a section of the zoning code called Division 30. They would provide additional density incentives for developments that include certain percentages of units priced for average incomes or below. "In developing these bonuses, we spoke to both residents and those who produce workforce housing," said Levine. "We wanted to make sure we provided incentives that could actually produce more housing, yet were based on the existing zoning requirements."

The Portland Housing Authority recently completed a plan for development of more housing on their existing campuses. The need to renovate existing buildings and the desire to produce additional affordable housing drove that process, which resulted in conceptual plans for each of their sites in Portland. The Division 30 changes would also allow the Housing Authority more flexibility on their campus sites to produce more housing as part of a "Planned Residential Unit Development (PRUD)" process. The PRUD process is designed to allow each site to propose a redevelopment plan and, in return, get some the additional development density needed to finance investment – as well as produce needed housing.

The Housing Committee voted to forward these concepts to the Planning Board, which has held one workshop on them to date. The Planning Board will hold a second workshop on Thursday, June 22nd at City Hall at 7 pm. The City Council would take up these items in July.

For more information on this effort, visit the project web page at:

<http://portlandmaine.gov/Division30>

The Comprehensive Plan can be reviewed at:

<http://tinyurl.com/PortlandsPlan>

Any group interested in learning more about these proposed changes should contact the Planning & Urban Development Department. Staff will be available to answer questions and hear residents' ideas and thoughts as the process continues.

City of Portland: Housing Units Assisted with Public Funds

of UNITS

< 25

26 - 50

51 - 100

101 - 200

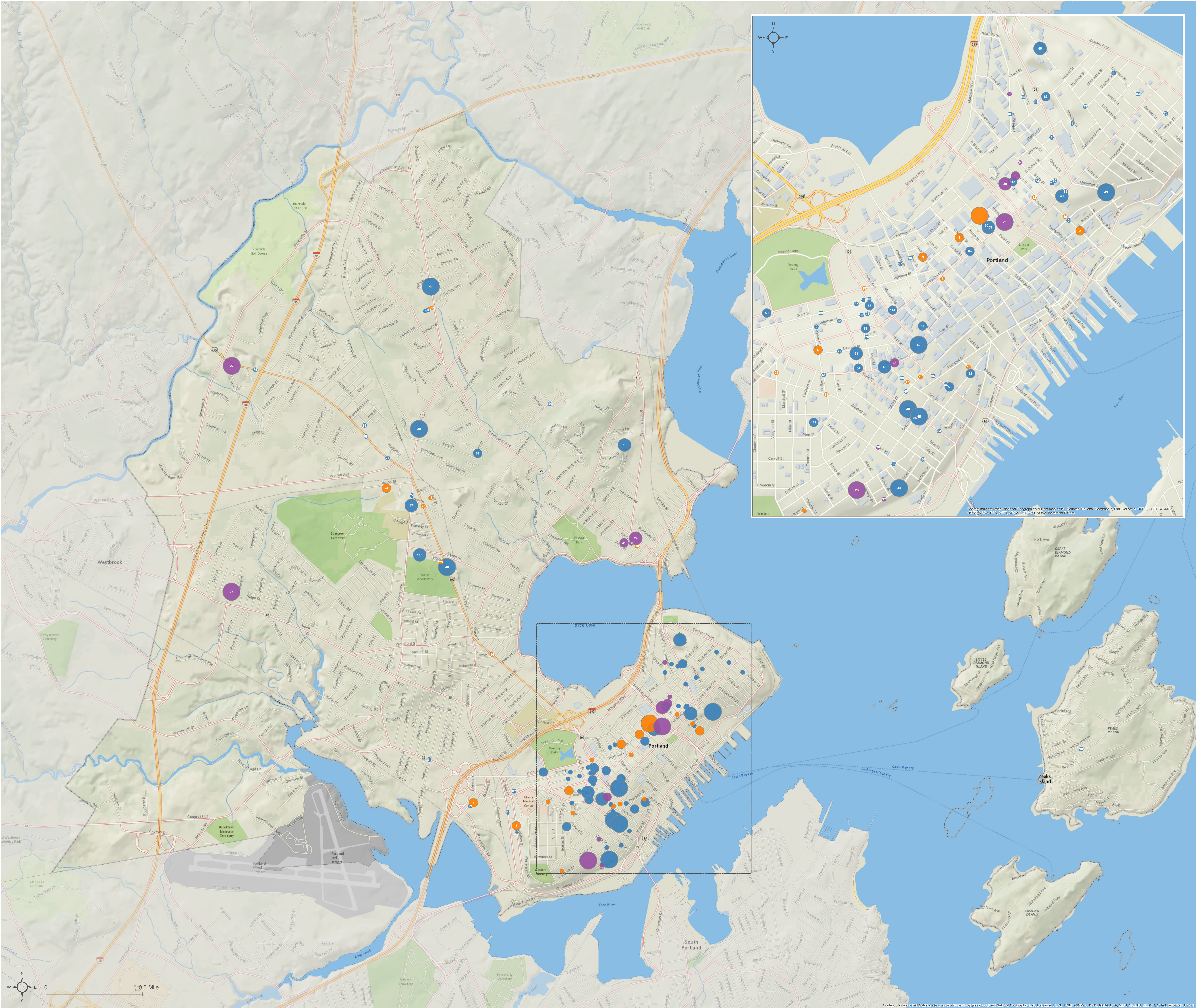
TYPE

Subsidized

Public Housing

Homeless

REF #	PROPERTY	TYPE	# of UNITS
1	Oxford Street Shelter	Homeless	129
2	Milestone	Homeless	50
3	Salvation Army	Homeless	48
4	Portland Family Shelter	Homeless	45
5	Florence House	Homeless	40
6	Serenity House	Homeless	30
7	Logan Place	Homeless	30
8	Teen Shelter	Homeless	24
9	Family Crisis Shelter	Homeless	16
10	Randall Place	Homeless	12
11	Auburn House	Homeless	12
12	Maine Stay	Homeless	12
13	The Bridge	Homeless	12
14	Crossroads Back Cove	Homeless	12
15	Bell Street	Homeless	12
16	My Choice	Homeless	10
17	Park Street	Homeless	9
18	Spring Street	Homeless	8
19	Park Avenue	Homeless	7
20	Read Street	Homeless	6
21	Brackett Street	Homeless	6
22	Vaughan Street	Homeless	6
23	Holly Street	Homeless	2
24	72 Bishop Street	Homeless	30
25	Franklin Towers	Public Housing	200
26	Sagamore Village	Public Housing	198
27	Riverton Park	Public Housing	150
28	Harbor Terrace	Public Housing	119
29	Washington Gardens	Public Housing	100
30	Bayside East	Public Housing	98
31	Front Street	Public Housing	50
32	Kennedy Park	Public Housing	46
33	Burnham Arms	Public Housing	45
34	Bayside Terrace	Public Housing	24
35	Peninsula Housing	Public Housing	13
36	Dermot Court	Public Housing	4
37	88 Salem Street	Public Housing	3
38	Liberty Square	Public Housing	1
39	Northfield Green Building	Subsidized	200
40	100 State Street	Subsidized	168
41	Auburn Terrace	Subsidized	164
42	Congress Square Plaza	Subsidized	160
43	Munjay South Townhouse Apartments	Subsidized	140
44	Danforth Heights	Subsidized	137
45	75 State Street	Subsidized	120
46	Deering Pavilion	Subsidized	110
47	The Park Danforth	Subsidized	70
48	Lafayette Square Apartments	Subsidized	65
49	North School	Subsidized	60
50	Bayview Heights	Subsidized	59
51	Butler/Payson	Subsidized	56
52	Ocean East	Subsidized	55
53	Pearl Place II	Subsidized	54
54	Longfellow Commons	Subsidized	44
55	Cumberland Park Place	Subsidized	43
56	Elm Terrace	Subsidized	38
57	Oak Street Lofts	Subsidized	37
58	YMCA Apartments	Subsidized	32
59	Iris Park Apartments	Subsidized	30
60	Pearl Place	Subsidized	30
61	Yale Courts	Subsidized	30
62	Danforth Street	Subsidized	30
63	Island View Apartments	Subsidized	29
64	Unity Village at Bayside	Subsidized	26
65	Florence House Apartments	Subsidized	25
66	Chom Scattered Sites Supportive Housing	Subsidized	24
67	Valley Apartments	Subsidized	24
68	Walker Terrace	Subsidized	22
69	Carleton Court	Subsidized	21
70	Sherman Street Project	Subsidized	21
71	PROP Family Housing Phase II	Subsidized	20
72	Bayside East	Subsidized	20
73	Fore River Apartments	Subsidized	20
74	Pleasant Street Housing	Subsidized	20
75	Wellesley Estates	Subsidized	19
76	Burnham Court	Subsidized	18
77	Forest Avenue Apartments	Subsidized	16
78	Beckett Green	Subsidized	16
79	Deering Place	Subsidized	16
80	PROP Family Housing Phase II	Subsidized	16
81	Landmarks on Whitney	Subsidized	15
82	229-231 Congress Street	Subsidized	14
83	Munjoy Commons	Subsidized	13
84	Casco Terrace	Subsidized	13
85	St. Dominic's School Apartments	Subsidized	12
86	Ingraham House	Subsidized	12
87	13 Grant Street	Subsidized	11
88	Meadowbrook	Subsidized	11
89	Shalom Apartments	Subsidized	10
90	Fay Garman House	Subsidized	11
91	1 Sherman Street	Subsidized	10
92	PROP II	Subsidized	10
93	Shaler Commons (Munjay Commons)	Subsidized	10
94	Shalom Apartments	Subsidized	11
95	Shalom House	Subsidized	10
96	38-44 Alder Street	Subsidized	9
97	PROP Family Housing I	Subsidized	9
98	60 Emerson Street	Subsidized	9
99	Rosa True School	Subsidized	8
100	Sacred Heart School/ Parkside Studios	Subsidized	8
101	98 India Street	Subsidized	7
102	214-216 Danforth Street	Subsidized	6
103	232 High Street	Subsidized	6
104	236 High Street	Subsidized	6
105	Parkside Court	Subsidized	5
106	48-50 Brackett Street	Subsidized	5
107	PROP Phase I	Subsidized	2
108	45 Hammond Street	Subsidized	4
109	Derneest Street Homes	Subsidized	4
110	PROP Phase I	Subsidized	4
111	Sheridan Street	Subsidized	2
112	253 St. John Street	Subsidized	2
113	Thomas Heights	Subsidized	18
114	409 Cumberland Avenue	Subsidized	46
115	Bayside Anchor	Subsidized	36
116	Motherhouse Apartments	Subsidized	66
117	17 Carleton Street	Subsidized	37



All locations are approximate.
Prepared by the Greater Portland Council of Governments for the City of Portland (June, 2017).
For more information contact the City of Portland's Planning and Urban Development Department.

Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, Swisstopo.



TO: Planning Board
FROM: Mary Davis, Housing and Community Development Division Director
DATE: June 15, 2017

Portland City Code (Division 30 Affordable Housing) § 14-485 (3-21-2016) defines affordable as "... the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including insurance and taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount."

The ordinance goes on to define a "*low-income housing unit for rent*" as "...rent is affordable to a household earning 80% or less of Area Median Income (AMI) as defined by ... (HUD)" and a "*low-income housing unit for sale*" as "... sale price is affordable to a household earning 80% or less of the HUD AMI;"

The ordinance defines a "*workforce housing unit for rent*" as "... affordable to a household earning less than 100% of the HUD AMI;" and a "*workforce housing unit for sale*" as "... purchase price is affordable to a household at 120% of HUD AMI;"

The proposed changes to Division 30 do not include any changes to these definitions.

2017 Income Limits and Corresponding Housing Expense

Income limits are calculated by the U.S. Department of Housing and Urban Development (HUD) and used to determine eligibility for several HUD-funded programs including the Community Development Block Grant and HOME programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area. The City of Portland is included in the Portland, ME HUD Metro FMR Area. (<https://www.huduser.gov/portal/datasets/il/il2017/2017summary.odn>)

HUD determines the median family income amount and the income limits for 30%, 50%, 60%, 80% and 120% of area median income (AMI). The income limits for 100% AMI are calculated by staff utilizing the HUD median family income amount.

Effective April 14, 2017 (updated 6/13/2017)

FY 2017 Income Limit Area	Median Income	FY 2017 Income Limit Category	# Persons in Family							
Portland, ME HUD Metro FMR Area	\$83,400	30% Income Limits	\$17,300	\$19,750	\$22,200	\$24,650	\$28,780	\$32,960	\$37,140	\$41,320
		Monthly Housing Expense @ 30 % of Income	\$433	\$494	\$555	\$616	\$720	\$824	\$929	\$1,033
		50% Income Limits	\$28,750	\$32,850	\$36,950	\$41,050	\$44,350	\$47,650	\$50,950	\$54,200
		Monthly Housing Expense @ 30 % of Income	\$719	\$821	\$924	\$1,026	\$1,109	\$1,191	\$1,274	\$1,355
		60% Income Limits	\$34,500	\$39,420	\$44,340	\$49,260	\$53,220	\$57,180	\$61,140	\$65,040
		Monthly Housing Expense @ 30 % of Income	\$863	\$986	\$1,109	\$1,232	\$1,331	\$1,430	\$1,529	\$1,626
		80% Income Limits	\$46,000	\$52,600	\$59,150	\$65,700	\$71,000	\$76,250	\$81,500	\$86,750
		Monthly Housing Expense @ 30 % of Income	\$1,150	\$1,315	\$1,479	\$1,643	\$1,775	\$1,906	\$2,038	\$2,169
		100% Income Limits	\$58,380	\$66,720	\$75,060	\$83,400	\$90,072	\$96,744	\$103,416	\$110,088
		Monthly Housing Expense @ 30 % of Income	\$1,460	\$1,668	\$1,877	\$2,085	\$2,252	\$2,419	\$2,585	\$2,752
		120% Income Limits	\$68,950	\$78,800	\$88,650	\$98,500	\$106,400	\$114,300	\$122,150	\$130,050
		Monthly Housing Expense @ 30 % of Income	\$1,724	\$1,970	\$2,216	\$2,463	\$2,660	\$2,858	\$3,054	\$3,251

HUD 2017 Fair Market Rents

Fair Market Rents (FMRs) are calculated by the U.S. Department of Housing and Urban Development annually. They are used in a variety of different programs including the Housing Choice Voucher Program, project-based Section 8 contracts, housing assistance payment (HAP) contracts in the Moderate Rehabilitation Single Room Occupancy program, and the HOME Program. The HUD estimates FMRs for 530 metropolitan areas and 2,045 nonmetropolitan county FMR areas.

FY 2017 Fair Market Rents by Bedroom Size Portland, ME HUD Metro FMR Area				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$911	\$1,028	\$1,301	\$1,755	\$1,906

*The FY 2017 Fair Market Rents for Portland, ME HUD Metro FMR Area are based on the results of a local rent survey.

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2017hypo_code/2017summary.odn

Inclusionary Zoning – 2017 Workforce Housing Condo Sale Price Estimates
120% area median income

2017 Workforce Condo Sale Price Estimates 120% AMI					
Expenses, Revenues & Prices	Studio	1 Bed	2 Bed	3 Bed	4 Bed
Annual Income	\$68,950	\$68,950	\$78,800	\$88,650	\$98,500
Housing Related Costs @ 30% per Month	\$1,465	\$1,724	\$1,970	\$2,216	\$2,463
P&I Estimate	\$851	\$1,008	\$1,154	\$1,303	\$1,450
Mortgage Insurance Estimate	\$107	\$127	\$145	\$163	\$182
Condo Fee Estimate	\$125	\$150	\$175	\$200	\$225
Tax Estimate	\$298	\$352	\$404	\$454	\$506
Insurance Estimate	\$84	\$88	\$92	\$96	\$100
Mortgage Amount @4.92%	\$161,000	\$190,000	\$218,000	\$245,000	\$273,000
Purchase Price w/5% Down	\$169,474	\$200,000	\$229,474	\$257,895	\$287,368

**MEMORANDUM**

TO: Chair Boepple and Members of the Planning Board

FROM: Deborah Andrews, Historic Preservation Program Manager

DATE: June 8, 2017

SUBJECT: Proposed Text Amendments to Division 30. Affordable Housing, Historic Preservation Considerations

During the Planning Board's May 9 workshop on proposed text amendments to Division 30 that would provide density and dimensional bonuses for affordable housing, members of the Board requested additional analysis of the potential impacts of the amendments on affected business zones that also fall within a designated historic district. It is my understanding that the Board was particularly interested to know how height would be regulated in these areas.

In all but two of the city's historic districts, the Historic Preservation Board has the authority to require a lower building height if the Board determines it is necessary to achieve compatibility with the surrounding context. In other words, the historic preservation ordinance's height standards supersede the otherwise applicable height allowances. Unless the proposed text amendments provided otherwise, this would be the case for affordable housing developments within historic districts.

Only in the India Street Historic District and the B3 portion of the Congress Street Historic District do the zoning height limits rule. In these areas, the Historic Preservation Board may not impose conditions more restrictive than the dimensional requirements of the zone. In each case, there were specific factors that led to the decision to defer to the underlying zone's height allowance.

In the case of the B3 portion of the Congress Street Historic District, one of the key visual characteristics of the downtown core is its eclecticism—not only in terms of period of construction and architectural style, but also *building scale*. Also, when historic district designation was being considered in 2009, the height limits for Congress Street had only recently been revised following a careful analysis of existing heights. For these reasons, the Historic Preservation Board determined that the height limits established by zoning were appropriate for the nature of the corridor and that it was unlikely the Board would have cause to require a lower height to achieve compatibility. Note that this deference to the zone's dimensional standards does *not* apply within the B2 portion of the Congress Street Historic District (the portion west of

State Street). Here, the historic preservation ordinance height standards supersede the otherwise applicable height allowances.

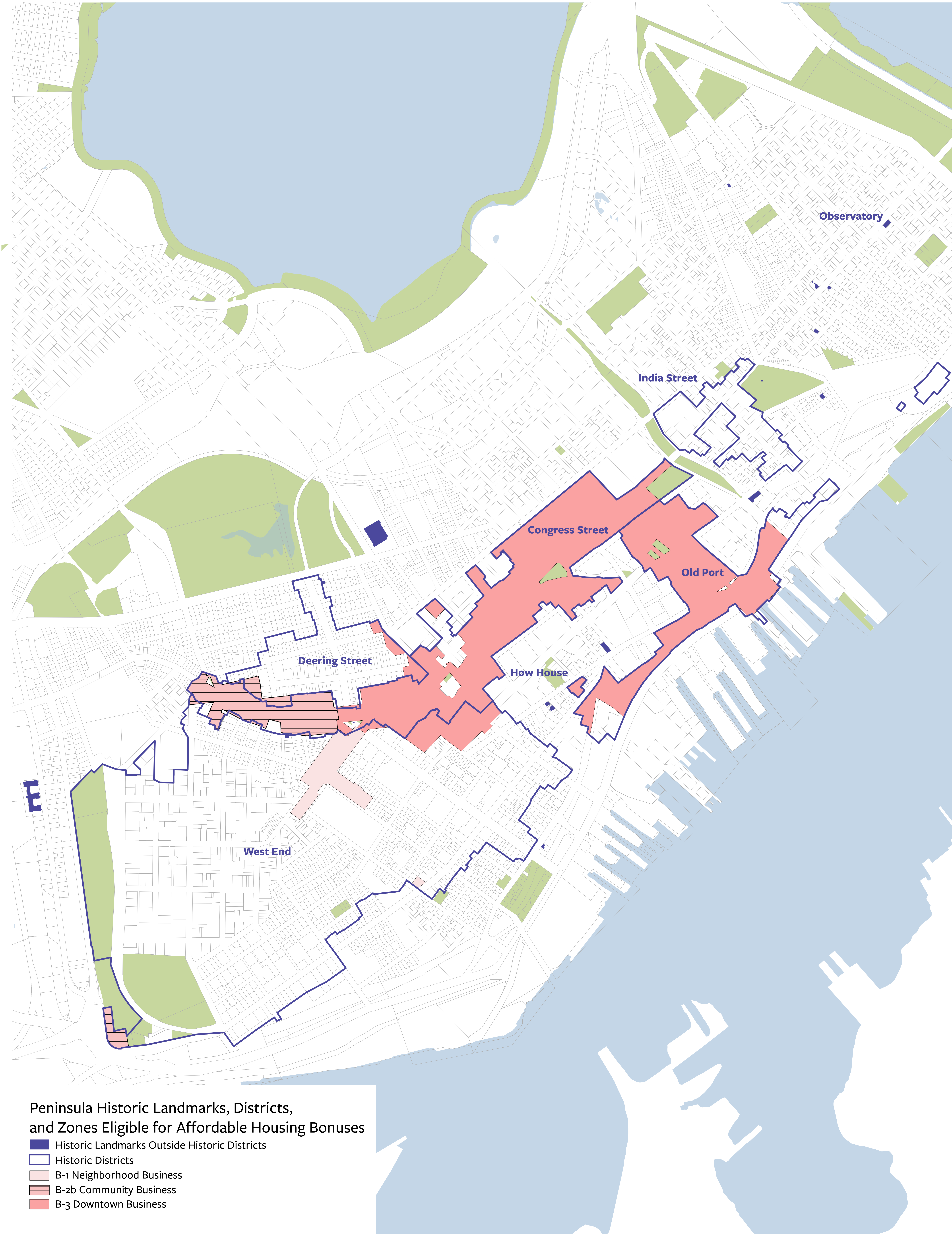
In the case of the India Street Historic District, creation of the historic district was concurrent with the adoption of the India Street Form-based Code. Given the fact that existing building heights were carefully studied as part of the form-based code analysis and that the Code's height allowances reflected the Planning Board's goals for future development as regards scale, the Planning Board elected to have height determined by zoning. Note that the India Street FBC is *not* within the zoning classifications affected by the proposed Division 30 amendments.

I have reviewed the zoning map to identify areas where the Division 30 text amendments would apply within the context of a historic district overlay zone. The following historic districts include one or more business zones:

Congress Street Historic District:	B3 (downtown blocks) <i>Height governed by zoning</i> B2b (west of State Street) <i>Height governed by HP ordinance</i>
Old Port Historic District:	B3 (entire district) <i>Height governed by HP ordinance</i>
West End Historic District:	B1 (Pine Street from State to Clark, intersection of Danforth and Clark) <i>Height governed by HP ordinance</i>
Stroudwater Historic District:	B1 (Congress St. across from Waldo) <i>Height governed by HP</i>

In reviewing the zoning map and historic district overlay map, it appears that the only designated historic area that might be impacted by the Division 30 amendments—in terms of building height—would be the B3 portion of the Congress Street Historic District—see attached map. This would affect the section of Congress Street between Franklin Arterial and State Street as well as Free Street and the side streets between Cumberland and Free. The proposed amendments would come into play were an affordable housing project proposed for a vacant parcel within the district or one where the existing structure is classified as noncontributing and could be replaced. Theoretically, additional floors could be added to contributing historic structures as well.

It should be noted that the proposed amendments might result in impacts on individually designated landmarks located in areas outside contiguous historic districts. The Portland Observatory, for example, is located within a B1 zone. If height bonuses were available for projects in this area, resulting developments would likely materially impact this landmark structure, the original function and significance of which is understood by the relationship of its height with the buildings around it.



**Peninsula Historic Landmarks, Districts,
and Zones Eligible for Affordable Housing Bonuses**

- Historic Landmarks Outside Historic Districts
- Historic Districts
- B-1 Neighborhood Business
- B-2b Community Business
- B-3 Downtown Business



Jeff Levine, AICP
Director, Planning & Urban Development Department

Memorandum

To: Planning Board
From: Jeff Levine, Director
Date: June 16, 2017
Re: R-7 Zones and Division 30 Changes

At the last workshop, we discussed whether there should be some cleanup of the R-7 zones as part of the proposed changes to Division 30. The updates to the R-6 zone have made the R-7 somewhat obsolete, although it retains value for uses on public housing campuses and in other limited instances. There was a concern that, should these Division 30 changes pass, there may be unintended consequences in some of the older R-7 zones. While this concern may be more theoretical than real – since most of these sites were recently redeveloped and unlikely to be redeveloped in the near future – it is worth thinking through.

Attached is a map of the existing R-7 zones. There are 12 individual zones, ranging in size from one parcel to several parcels. The parcels behind City Hall, and the parcels on the Portland Housing campus in East Bayside, represent a coherent zone and existing affordable housing. Those zones should remain R-7 for now.

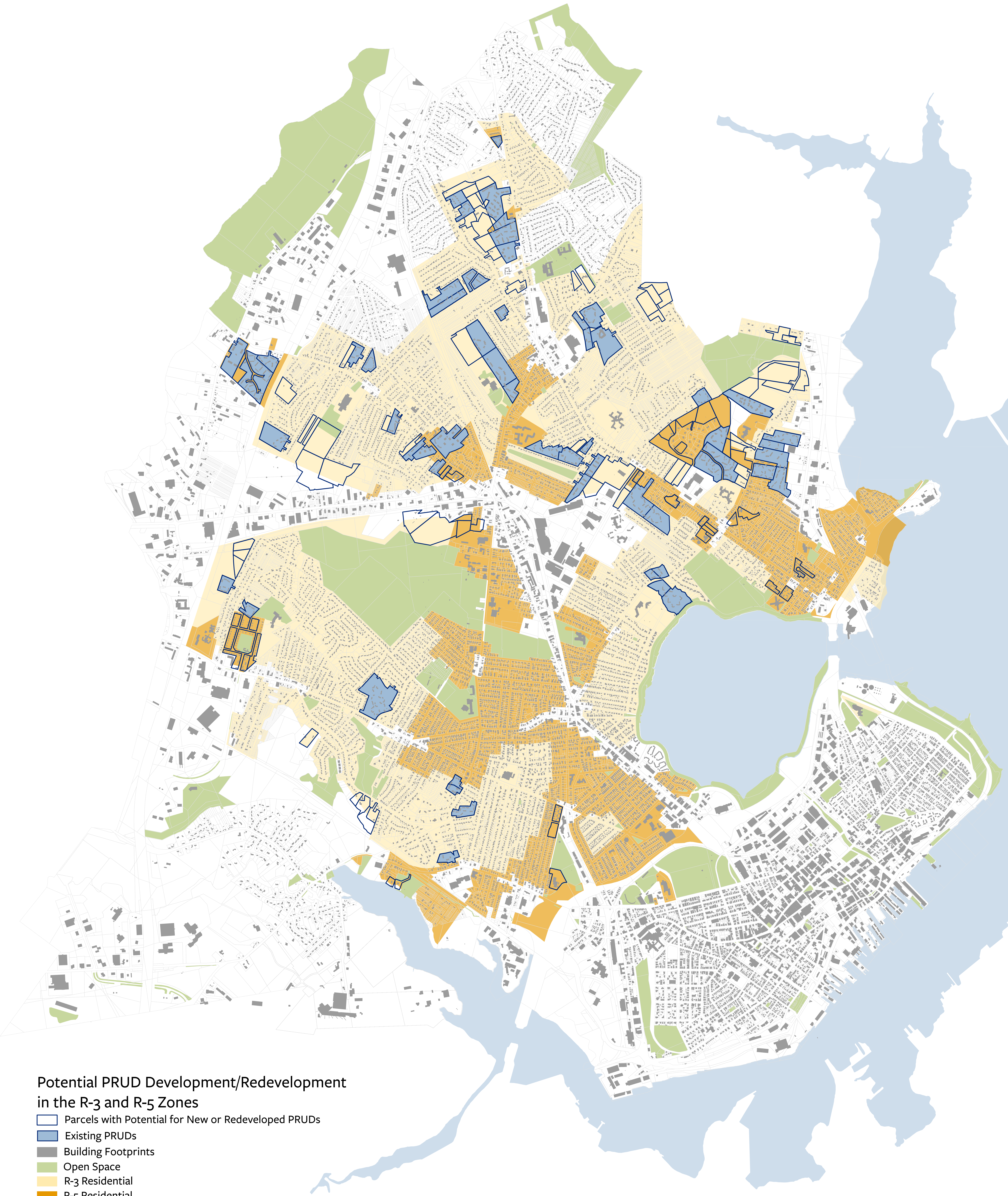
The smaller R-7 zones could be rezoned to the predominant surrounding zoning districts. Those zones – primarily the R-6 zone, but also the India Street Form Based Zone and others – have been recently created or updated and allow more housing than they did when the R-7 zones were adopted.

Staff is seeking feedback about whether to move forward with such changes in the short term – generally parallel to the Division 30 changes – or wait until the overall code rewrite. Based on our analysis, we don't feel there is a rush to change these zones, and such changes would benefit from being part of a more comprehensive approach.



Existing R-7 Zones

- R-7 Residential
- Open Space



Potential PRUD Development/Redevelopment
in the R-3 and R-5 Zones

- Parcels with Potential for New or Redeveloped PRUDs
- Existing PRUDs
- Building Footprints
- Open Space
- R-3 Residential
- R-5 Residential



Jeff Levine, AICP
Director, Planning & Urban Development Department

Memorandum

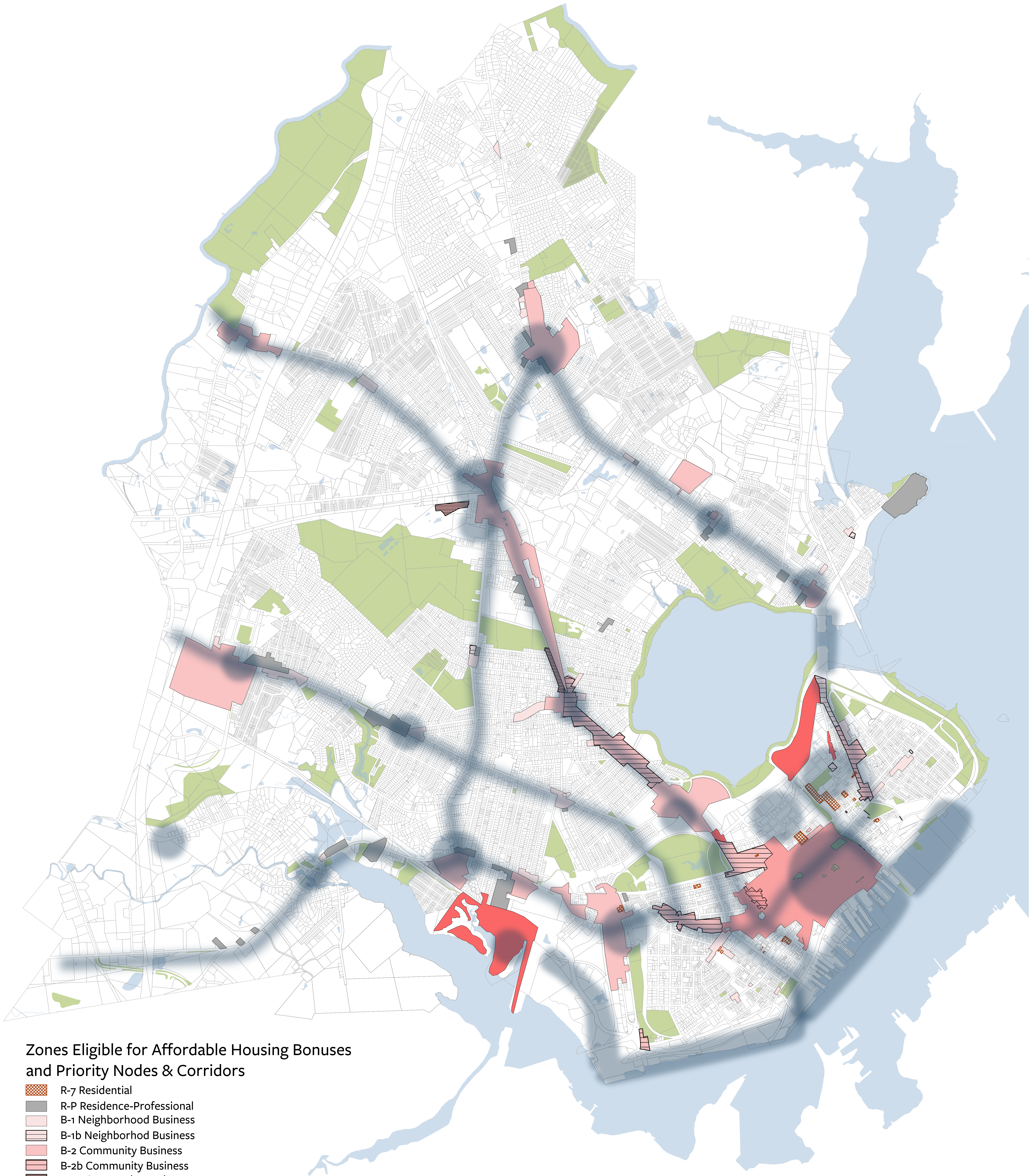
To: Planning Board
From: Jeff Levine, Director
Date: June 16, 2017
Re: Land Value Impacts of Division 30 Changes

At your last workshop, the question was raised as to what impact these proposed changes might have on land values in the areas where they apply. While we have not done extensive research on this question, we have done some analysis. Generally, I don't believe these changes will significantly impact land values.

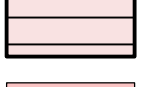
The reasons I came to this conclusion are as follows:

1. The number of projects likely to take advantage of these changes, while hopefully significant in terms of new housing production, will be small with respect to the total number of parcels within the eligible zones.
2. The projects that would take advantage of these changes are inherently less profitable than entirely market-rate developments. Therefore, these changes are more likely to simply allow developers of workforce housing to pay a comparable land cost as market rate developers.
3. Land values do respond to zoning changes. However, the rate of that response is slow and often based on the most lucrative use of the land – which in this case would still be market rate development.

I hope these responses are helpful.



**Zones Eligible for Affordable Housing Bonuses
and Priority Nodes & Corridors**

-  R-7 Residential
-  R-P Residence-Professional
-  B-1 Neighborhood Business
-  B-1b Neighborhood Business
-  B-2 Community Business
-  B-2b Community Business
-  B-2c Community Business
-  B-3 Downtown Business
-  B-3c Downtown Business
-  B-5 Urban Commercial Business
-  Open Space
-  Priority Node
-  Priority Corridor

Sec. 14-488.

Low Income & Workforce Housing Dimensional Bonuses

Notwithstanding any other provision of this chapter to the contrary, in order to encourage low income and workforce units in designated growth areas, eligible projects may avail themselves of the following options.

1. Eligible projects in all B-1, B-1b, B-2, B-2b, B-2c, B-3, B-3b, B-3c, ~~B-4~~, B-5, R-7 and R-P Zones

Percentage Low Income Units for Sale/Rent	Percentage Workforce Units for Sale/Rent	Density Permitted*	Additional Height Permitted ***	Setback Reductions **
10%	20%	1.1 x base	N/A	N/A
20%	40%	1.2 x base	10 feet	N/A
30%	60%	1.3 x base	10 feet	5'
50%	100%	2.0 x base	15 feet	5'
75%	N/A	2.5 x base	25 feet	10'

*: "Base" is the number of units allowed under the zoning without this bonus but with any other bonuses applied. In R-P zones, the "base" is no less than 1 unit per 1,500 sf. of land area, and the bonus shall also apply to any required Floor Area Ratio in 14-149(g). If an eligible project is providing both workforce and affordable housing units, the applicant shall have the option of utilizing only one applicable incentive.

**: Setback reductions are absolute reductions in front, side and/or rear yard setback requirements. The maximum setback reductions in the B-1 zones and the R-P zone shall be 5 feet.

*** The maximum additional height permitted in the B-1 zones and the R-P zone shall be 15 feet, to an absolute maximum of 60 feet.

2. Off-street parking. Off-street parking is required as provided in Division 20 (off-street parking) of this article.

~~1-~~ **3.Planned Residential Unit Developments.** In order to promote orderly development of low- and moderate-income development as PRUDs, any project in which more than 50% of the units are low-income or workforce units for rent or for sale may utilize the following dimensional bonuses and changes:

- a. Minimum lot area per dwelling unit is reduced by 50%;
- b. Maximum number of units and maximum length of buildings do not apply but may be set through site plan review; and
- c. Minimum building setbacks may be reduced to 10'
- d. The PRUD may cross public rights of way provided that the right of way does not count towards minimum lot size nor towards any open space requirements
- e. Minimum Recreation Open Space Area is reduced to 200 sf per dwelling unit of common area designated for recreational purposes by the residents. Minimum contiguous size and setbacks do not apply and shall be set through site plan review.

4. Unit Size and Term of Affordability. In order to be eligible for this section, the low income and workforce housing units must:

a. Be of comparable size and layout as market rate units; and

2-b. Be affordable for the longest term permitted under federal, state and local laws ~~and ordinances~~ Projects that contain both Low Income and Workforce units are eligible for both bonuses.

3-5. Required Public Process. The developer of the project must also commit to a good faith effort to communicate openly with affected properties as their process moves forward. At a minimum, no less than ~~60~~30 days prior to application for site plan review, any project that wishes to take advantage of this section must (1) hold a public meeting noticed to all properties within 500 feet of their site and (2) post a sign on the property in question describing the proposed project; any known dates for public meetings, workshops and hearings; intent to submit an application to the city in 30 days (cite anticipated submission date), and contact information for the developer and the Planning Authority (Department of Planning and Urban Development website link). The Planning Board may adopt regulations regarding the content and processes for noticing as part of the Technical Manual.

4-6. Projects under 14-487. Projects that are subject to 14-487 *that choose to provide the required workforce housing units on site* are eligible for a 25% increase in

total permitted units. If an eligible project is also subject to 14-487, the applicant shall have the option of utilizing either this bonus or any bonuses they are eligible for under 14-488.1 but not both.

Google Groups

Comments Division 30 Affordable Housing proposed text amendments.

Zack Barowitz <zbarowitz@gmail.com>

Jun 15, 2017 8:45 PM

Posted in group: **Planning Board**

Dear Chair Boepple and Members of the Portland Planning Board,

We congratulate your staff for crafting the Division 30 Affordable Housing proposed text amendments. By creating incentives, these amendments are a great step toward addressing Portland's affordable housing crisis for the development of new, critically needed market rate, workforce and low-income housing.

At the same time, we strongly urge you to broaden the proposed amendments, by expanding the areas of the city where they will apply. This will create a more equitable development environment; result in more housing; and better align with the City's 2017 Comprehensive Plan. We need to encourage future investment and opportunities to grow our tax base, and population, citywide.

Furthermore, we ask that you consider the following recommendations:

1. As drafted, we believe the amendments are designed to address barriers identified by existing developers of affordable housing but are not as future-oriented as they should be and may not provide sufficient incentives to market-rate developers. For example, the 2017 Comprehensive Plan strategies include:

- Building along priority corridors;
- Creating incentives to spur transit-oriented, mixed use development along corridors and in areas that can support high quality transit; and
- Encouraging housing density in and near neighborhood centers, concentrations of services, and transit corridors as a way to support complete neighborhoods.

Incentives for transit-oriented, higher density housing for all incomes should be in place along *all* the major transit or priority corridors. These corridors include Brighton, Washington, Stevens, and Allen Avenues as well as Congress Street. Encouraging new mixed income and mixed use development off the peninsula and along major transit routes will provide economic opportunities and ensure future growth on currently underdeveloped land. We support the inclusion of the areas around Morrill's Corner and Warren Avenue as drafted, as well as the proposed no minimum parking requirement and maximum of one space per unit.

2. We further recommend applying these incentives to the R-6 zone. Population on the peninsula is decreasing. There are many areas in the R-6 that could benefit from density and height incentives that would keep the peninsula a healthy, mixed income area. We need more housing for a mix of incomes to remain a vibrant city center.

3. Although we also support the height and density bonuses as drafted. The height bonuses could even be increased with appropriate design guidelines. Height will be less problematic if the City takes steps to provide context sensitive development; preserve neighborhood scale, and promote sensitive transitions. We urge you to consider design guidelines, such as:

- Eliminating side setbacks where 3-4 story row house style developments yield desired density; and

- Encouraging architectural step-backs to ensure light and air.

4. Furthermore, to insure that families of three or more may have affordable options in projects of mostly market rate studio and one-bedroom units, we strongly recommend that the size (i.e., bedroom count) of workforce and affordable units be determined according to need and not merely commensurate with the rest of the project (with allowances for square footage).

We also suggest adding more clarity in the text to ensure that affordable units will be equal and equivalent to market rate units with regard to size and amenities. Density bonuses should not apply to projects where individual luxury units are disproportionately large - and affordable units are disproportionately small - in terms of total square footage of the project.

5. There appear to be no numerical goals for these incentives over the next 2, 3 or 5 years. The 2017 Comprehensive Plan requires the addition of metrics. We urge you to add a required annual report to track performance to these amendments. In order for the City to know if the incentives are successful it will need to know the number of projects; type of housing (rental, ownership) built; total units; and number of units by affordability level. Measuring and reporting on progress will let us all know whether these changes are having the desired effect or if they will need to be revised sooner rather than later.

6. Finally, it would help both policymakers and citizens, when evaluating these text amendments, to be able to see via a chart the current incomes, by household size, that will qualify for the affordable housing incentives including affordable rental rates and purchase prices and how those figures will be updated over time.

Adopting these amendments in an expanded geographic area would be a solid, albeit modest, step toward addressing Portland's critical need for additional affordable/workforce housing and an overall expansion of our housing stock to help meet the goals of the 2017 Comprehensive Plan.

Thank you for your consideration of these comments.

Sincerely,
Wendy Cherubini
Zack Barowitz
Markos Miller
Ana Lagunez
Ian Jacob
Clifford Tremblay
Steve Hirshorn
Joey Brunelle
Carol Morris
Damon Yakovleff

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June 22, 2017

Testimony of Amy Gallant, AARP Maine Advocacy Director, in support of the proposed amendments to Division 30 to support the creation of affordable housing in Portland.

Good afternoon members of the City of Portland Planning Board. My name is Amy Gallant and I am the Advocacy Director for AARP in Maine, representing more than 230,000 members 50+ statewide. AARP is a non-profit, non-partisan member organization representing the interests of 50+ Mainers and their families.

As you know, Maine is the oldest state in the nation with among the oldest housing stock in the nation. Mainers want to remain in their homes as they grow older. Many existing homes, however, have structural barriers that make it difficult for older adults and people with physical limitations to stay safe and well in their homes. Still others struggle with the rent, mortgage, and property taxes, heating expenses, necessary repairs and other housing costs that make staying home cost prohibitive.

Older adults and millennials alike are moving to communities just like Portland. The cost of housing is simply too high for many older Mainers on a low, fixed income. Very few affordable housing developments for older Mainers have been built in Portland in recent years. As HUD diminishes its role in creating affordable housing for all ages, including older renters and home-owners, it is timely for Age-Friendly Communities such as Portland to evaluate current policies and address the creation of affordable housing.

A 2014 AARP survey of 50+ Mainers found that:

- 79% of Mainers 50+ say it is extremely or very important to remain in their home or community.
- Nearly three-quarters of Maine registered voters age 50 and older think funding services that enable seniors to remain in their homes for as long as possible should be a top or high priority for elected officials in the state.
- Nearly seven out of ten think it should be a top or high priority for Maine elected officials to support age-friendly communities by funding services, programs, or infrastructure changes that enable residents to age in place.

For these reasons, AARP Maine supports the proposed amendments to Division 30 to support the creation of affordable housing in Portland. Given the increase in housing costs in Portland, and given that seniors often live on fixed incomes, it is critical that the City take action to address the impediments to building affordable housing. The amendments to Division 30 seem thoughtfully crafted to address the issues that affordable housing developers have identified. However, we are concerned with Section 4 that requires an extra public meeting for

affordable housing developments but no other. Public input is an integral part of any development proposal, but requiring an additional meeting for affordable housing and not all developments is unfair and unnecessary.

AARP urges the Planning Board to keep the needs of those members of the community who are in desperate need of affordable housing in the forefront of their minds as you consider these proposed amendments.

Thank you,

Amy Gallant
AARP Maine Advocacy Director
AGallant@aarp.org / 207-776-6303

To: Housing Committee Councilors:
Jill Duson (Chair), David Brenerman (Co-Chair), and Brian Batson
From: Cynthia Cochran, East Bayside resident/home owner since 2000
Date: March 30, 2017
Re: Proposed Amendments to Division 30 to support affordable housing in Portland

I have three main concerns with the broad outlines of this proposal, at this time:

ONE

It does not do what it is claiming to do, which is to support the creation of affordable housing along Portland's transportation corridors in conjunction with the discussions and concerns, many arising over the past year/s in this Housing Committee, about the growing scarcity of housing supply for households earning low and moderate incomes and the most often repeated recommendation regarding housing to arise from discussions pertaining to the City's work on its Comprehensive Plan, "to increase housing density along Portland's transit corridors." Instead, the proposed policy restricts the focus of its recommendations to "escalate density bonuses, height, and setback reductions" to just a few, selected zones, within the City. The existing ordinances, pertaining to these selected zones, already allow for greater height, density, density bonuses, and setback reductions than those for all other zones in the City. In addition, many of these zones include areas in the City that are not along the City's major transit corridors, as delineated in the future land use section of the City's new, still in-draft form, Comprehensive Plan. (Please see the attached map from the draft plan with my added labels). It is clear from this map that the "priority" transit corridors are the following: Washington, Forest, Allen, Stevens, and Brighton Avenues, Franklin, High, State, and Congress Streets. I do not know why Auburn Street and Washington Extension are not included in this designation, as they are included in the Metro Line that serves Washington Avenue.

I personally attended many, many of these housing/comp plan discussions, and can attest that the "to increase housing density along Portland's transit corridors" was likely the most popular recommendation of any to arise in these venues. Credit is due to Alex Landry, resident of West Bayside, for being its most prolific supporter.

I believe that this policy idea is popular because it would support two similarly supported goals: 1) development of more housing to help address the housing supply shortage in Portland, and 2) support expansion of the City's transit service area and the frequency and reliability of that transit service. Restricting this policy to the currently proposed zones, would not achieve either of these goals as effectively as a wider, more-inclusive application to all the zones abutting these identified transit corridors. Having researched the corridors, and related zones, it is clear that they include a wide range of the City's zoning designations. (See attached listing). In addition, land parcels that are not located along these transit corridors, should not be swept up in this proposed amendment to Division 30 (See ZONING (Selected Districts) Portland, Maine map included with this amendment proposal to find these unrelated parcels).

TWO

Unlike the consensus surrounding the "increase density along transit corridors" policy, there is no consensus about what the word "affordable" means, nor to the question of "affordable to whom"? This proposed amendment states that its purpose is to "support the creation of affordable housing in Portland" and "particularly for households earning low and moderate incomes," and yet, it does not define any of these terms. How can we assess the effectiveness of this policy approach, until its desired results are clearly, and unequivocally, defined. Would extending the application of the increased density, density bonuses, and setback reductions to a wider, more-inclusive number of City zones abutting these identified transit corridors be a more effective means of achieving these desired results?

I have repeatedly stated, in all related public forums, hearings, workshops, and other meetings, that the lack of housing for working class individuals, (making approximately \$30,000 to \$69,000 annually) has not been addressed by any of the City's housing policy efforts to date. As you know, the recently initiated, inclusionary zoning policy does not address this income level. Its definition of "affordable" is 100% of the area-median income for rental housing, and 120% for housing ownership. The 2015 5-yr American Community Survey (ACS) estimates the area-median income (Cumberland County) for Portland is currently \$78,038. The fact that the policy states "up to 100% and 120%" does not mean that units are built for those of lower incomes. We all see the mass exodus from the City of the people who actually provide most of the services to City residents and to visitors of our City. And yet, so many of our transportation goals relate to reducing the number of vehicles, coming, going, and living in the City. If Portland continues to export its service workers, tradespeople, and small businesses, we are actively undermining many of our stated goals.

THREE

I do not believe that the above two broad policy definitions, targets, decisions, and discussions should be conducted under the auspices of the Portland Planning Board. The volunteer members of this board are unelected, and therefore, unaccountable to the stakeholders of the City of Portland. I also believe that this approach leaves too many, policy-related decisions in the hands of unelected, and therefore, unaccountable, City Staff members. I believe it the responsibility of the elected City Counselors to establish broad, and sufficient, policy direction for implementation by City Staff. I do not think that sufficient policy direction has been achieved at this time, from this Council Committee. Therefore, I am strongly opposed to the staff's request "that the Committee take action on this item to send it to the Planning Board for their review." I strongly believe that the place for these policy discussions, with all City stakeholders, is here, in the Housing Committee meeting format. You took admirable and careful responsibility for the Short-Term Rental policy decision-making and discussions. I ask that you do the same for this proposed policy.

Thank you.

References to City's Draft Comprehensive Plan Re "TRANSIT"

What We Heard: "Strong support for transit-oriented development" PDF pg 15, Plan pg 9

Neighborhood Plans: Applying the Comprehensive Plan Locally:

"Neighborhood plans refer to documents that make recommendations for an area across a host of issues important to that neighborhood's future development, which may include some combination of design, zoning, historic preservation, environmental, transit, or economic development recommendations, for example." PDF pg 16, Plan pg 10

Subject Policy Area Plans: Expansion of Community Policy Snapshots:

"... City partners may work with the City on an economic development plan or a regional transit plan." PDF pg 17, Plan pg 11

Snapshot: Environment: A Healthy City

"Over the past decade, the City has also made a concerted effort to adapt policy to reflect a 21st century approach to sustainability. Since 2014, the City has made a series of zoning changes to promote greater residential density and infill development, coordinate this development with existing and anticipated transit service expansions, reduce parking requirements, and support alternative transportation options." PDF pg 217, Plan pg 15

Future Strategies #7. "Coordinate future land use policy changes with long-range regional transportation planning, including planning for transit, pedestrian, and bicycle improvements, to reduce local and regional vehicle miles traveled." PDF pg 25, Plan pg 19

Snapshot: Economy: A Vibrant City

"The City's exceptional urban form is integral to the health of its economy - its compact, walkable downtown and neighborhood centers, strong transit connections ..." PDF pg 42, Plan pg 36

"Remote workers also represent a growing sector of the City's economy, drawn here for Portland's distinct quality of place, and enabled by sound transit and communications systems." PDF pg 15, Plan pg 9

Future Strategies #3. Invest in Infrastructure

"Make physical improvements and expansions to below- and above-grade infrastructure, including utilities, stormwater, transit, parking, and streets, to maintain and accommodate new growth." PDF pg 47, Plan pg 41

Future Strategies #5. Target Areas for Job Growth:

"Evaluate zoning and the condition of existing infrastructure in priority areas - downtown, in identified neighborhood nodes, and along transit corridors - to ensure that employment and housing growth can be supported." PDF pg 47, Plan pg 41

Snapshot: Housing: A Livable City

Density By Design:

"Density is a numerical measure of the number of people or buildings per acre of land. Because it is so often used to illustrate levels of crowding, density has often acquired a negative connotation. However, this connotation fails to take into account the positive contribution that well-designed, dense developments can make to quality of life. Density can provide numerous advantages over the alternative - it can be more environmentally friendly, it can promote transit use, and it can benefit the health of a community by providing customers for local businesses and opportunities for social interaction." PDF pg 52, Plan pg 46

Local Goals:

"Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods." PDF pg 53, Plan pg 47

Snapshot: Transportation – An Accessible City

"The City benefits from a dense development pattern which, when coupled with changing demographics and evolving market trends toward more urban living, allows for a high level of reliance on active transportation – bicycling, walking, and transit use – to meet growing alternative transportation demand. Portland is well-positioned to support a robust bicycle and pedestrian network, and viable transit that effectively links jobs, housing, and services." PDF pg 73, Plan pg 67

"By managing growth in automobile traffic demand, Portland will enable more transportation choices, such as public transit, bicycling, and walking. Our transportation investments and policy choices strive to preserve vehicular capacity and regional mobility while enhancing the diverse functions of our streets for all users and multiple modes." PDF pg 73, Plan pg 67

"Over the past ten years, the City's long-range transportation planning has focused largely on developing a more integrated and multi-modal transportation network through public transit enhancements, sidewalk and streetscape improvements, and bikeway network planning, as well as work to the underlying street network. For example, in 2009, the City approved the *Peninsula Transit Study*, with the expressed goals of reducing the number of single occupancy vehicle trips to and from the Portland peninsula and improving the City's livability." PDF pg 74, Plan pg 68

"The City's transportation planning has expanded beyond the peninsula as well, though. In 2012, the City adopted *Transforming Forest Avenue*, a plan designed to modernize this important transportation and retail-commercial corridor via place-based, multi-modal investments. In 2016, the City developed a plan to more effectively link its major

transportation centers and downtown with express bus service through the *Hub Link Transit Study*.” PDF pg 74, Plan pg 68

“... better integrate land use and transportation planning to ensure that density is aligned with transit and bicycle infrastructure.” PDF pg 75, Plan pg 69

Future Strategies #10. Invest in Public Transit

“Support initiatives to strategically increase the frequency and span of service, on-time reliability, and geographic scope of transit service.” PDF pg 79, Plan pg 73

“Develop transit centers, enhance bus stops, and improve transit stop and transit corridor operations and accessibility.” PDF pg 79, Plan pg 73

“Create incentives to spur transit-oriented, mixed use development on corridors and in areas that can support high quality transit service.” PDF pg 79, Plan pg 73

Future Land Use

Priority Nodes & Corridors

“Priority nodes and corridors indicate areas that would be appropriate for new development to provide needed housing, businesses, and services proximate to transit . . .” PDF pg 86, Plan pg 80

Priority Corridors:

“Priority corridors are major arterials that often see heavy vehicular traffic, but also have the capacity to improve mobility by capitalizing on their potential for increased walking, bicycling, and transit use. Priority corridors can also serve as areas of additional mixed-use, higher density growth to take advantage of the transit benefits and services that well-designed, diverse corridors can offer.” PDF pg 86, Plan pg 80

Regional Coordination:

Summary of Regional Coordination Goals, and Strategies #1. Environment:

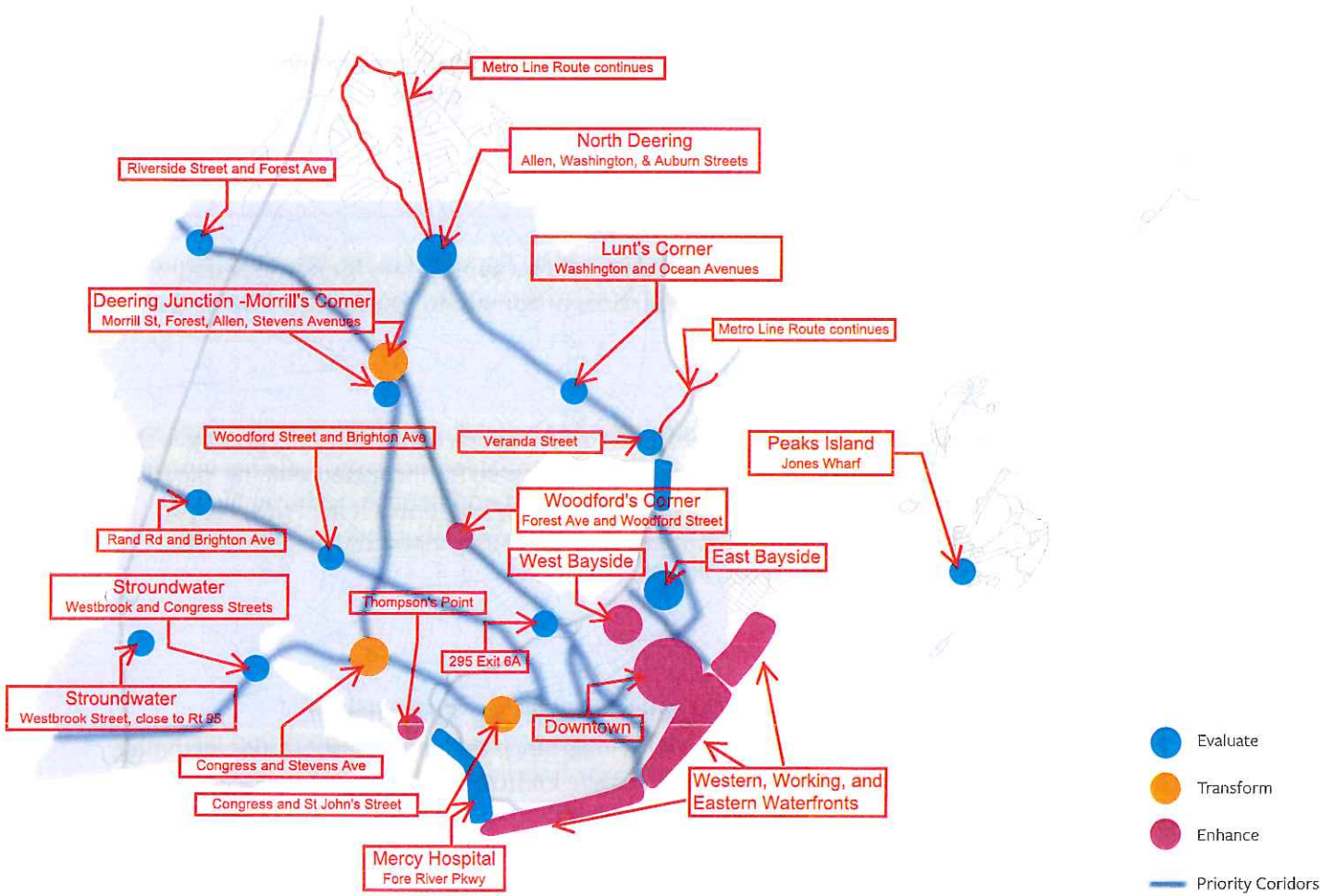
“Coordinate future land use policy changes with long-range regional transportation planning, including planning for transit, pedestrian, and bicycle improvements, to reduce local and regional vehicle miles traveled.” PDF pg 90, Plan pg 84

Implementation

Infrastructure: Invest in Public Transit:

“The City has been actively working with METRO to enhance public transit in the region by expanding the service to new client bases to utilize the service . . .” PDF pg 93, Plan pg 87

Priority Nodes & Corridors



Zones along transit corridors

Washington Ave: Congress outward

IS-FBC
B2b
B4
B1
R6
B1b
R5
RP
C56
R3
C28
C30
R2

Auburn Street

B2
B1
C28
C59
RP
R3
C62
R2
R5

Forest Avenue

B3c
C32
R6
B2b
B5
B2
B2c
R6-A
RP
IL
R5
R3
B1
IM

Brighton Avenue

R5
R3
B1
RP
B2
B4

Congress Street - from East End

R6
B1b
C58
B1
IS-FBC
B3
B2b
C33
C41
B2
IL
R5
B1
C53
RP
C7
RPZ
C14
R2
C8
OP
R1
B4
IM
C60

Stevens Ave - Congress outward

RP
R3
R5
B1
B1b
R5-A
R6-A
B2

Franklin St - Commercial outwards

IS-FBC
B2b
B3
R6
B7
R7
Ilb

High Street - Commercial outwards

B5b
B3
R6
B3
C32
C5

Division 30 amendment (3/30/2017):

Proposed zones to support affordable housing: B1, B2, B3, B4, B5, R7, RP



June 8, 2016

City Councilor Jill C. Duson, Chair
and Members of the Housing Committee
City Hall
389 Congress Street
Portland, Maine 04101

Re: Housing Policy Priorities

Dear Councilor Duson and Members of the Housing Committee:

The organizations signing this letter want to express our strong support and appreciation for the work undertaken by the City Council's Housing Committee to address the housing crisis that Portland is currently facing. As developers of affordable housing in Portland with the mission to serve a wide range of low and moderate income groups, like you, we're committed to solving this issue, and want to help your efforts in any way we can.

In regard to the long list of housing policy options discussed at the meeting on May 25th, many of them, across all policy areas, hold promise to help create badly needed new housing and to improve housing security for those whose housing may be in jeopardy. We feel the expansion of the City's housing inventory should be the highest priority. More housing means more choice, more opportunity, reasonable rents, and higher quality energy-efficient buildings. The list of policy options provides some of the important tools needed to make this happen, of which we suggest a focus on zoning, parking, transit-oriented development and use of City resources. We believe this can be done without sacrificing the value and desirability of Portland's traditional neighborhoods.

Portland's zoning ordinance should be modified to:

- Locate higher density/larger/taller buildings along neighborhood edges and transit corridors;
- Encourage the creation of denser village centers/nodes off-peninsula;
- Eliminate parking and height requirements in zones within walking distance of downtown;

- Allow for greater density and height while lowering parking requirements to encourage more affordable housing development;
- Allow more Accessory Dwelling Units (ADUs), in all residential zones; and
- Expand the use of Form Based Codes to other parts of the City.

City Resources:

- Continue to promote and provide tax increment financing (TIF) to housing development projects, to help financially support and encourage the development of housing that is affordable to those with more low and moderate incomes;
- Encourage creative use of city-owned properties, including old schools, as affordable housing opportunities; and
- Develop more revenue sources for the Housing Replacement Fund, which could become an important layer of financing for affordable housing development.

These policy changes are key to addressing some of the city's most pressing housing problems. Again, thank you for your efforts, and please don't hesitate to contact any of us if we can help in any way.

Sincerely,



Dana Totman, President & CEO
Avesta Housing



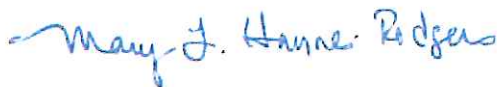
Cullen Ryan, Executive Director
Community Housing of Maine



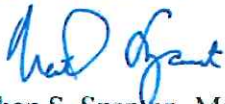
Kevin Bunker, Principal
Developers Collaborative



Mark B. Adelson, Executive Director / President
Portland Housing Authority / Portland Housing Development Corp.



Mary Haynes-Rodgers, Executive Director
Shalom House Inc.



Nathan S. Szanton, Managing Principal
The Szanton Company



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Sincerely,



Dana Totman, President & CEO
Avesta Housing



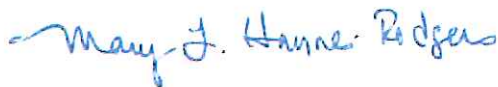
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Portland Housing Authority / Portland Housing Development Corp.



Mary Haynes-Rodgers, Executive Director
Shalom House Inc.



Nathan S. Szanton, Managing Principal
The Szanton Company

Google Groups

Division 30

Jan Bindas-Tenney <jbindastenney@preblestreet.org>

Jun 22, 2017 2:10 PM

Posted in group: **Planning Board**

To the City of Portland Planning Board:

I am writing to submit comments in support of the proposed revisions to the Affordable Housing Ordinance, Division 30.

Please see the attached.

Thank you for your consideration.

best,
Jan

--

Jan Bindas-Tenney
Advocacy Director
Preble Street
38 Preble Street
Portland, ME 04101
207-775-0026 x1166
207-420-0303 (cell)



www.preblestreet.org

The mission of Preble Street is to provide accessible barrier-free services to empower people experiencing problems with homelessness, housing, hunger, and poverty, and to advocate for solutions to these problems.



Preble Street

Turning Hunger and Homelessness into Opportunity and Hope

Florence House

Logan Place

Veterans Housing Services

Maine Hunger Initiative

Advocacy

Food Programs

Clinical Intervention Program

Anti-Trafficking Coalition

First Place

Teen Center

Joe Kreisler Teen Shelter

Resource Center

MMC-Preble Street Learning

Collaborative

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Mark R. Swann
Executive Director

38 Preble Street
Portland, ME 04101
207.775.0026
info@preblestreet.org
www.preblestreet.org



June 22, 2017

Dear City of Portland Planning Board:

My name is Jan Bindas-Tenney and I am the Advocacy Director at Preble Street. I am writing to you in strong support of the proposed revisions to the Affordable House Ordinance, Division 30.

As you know, Preble Street is a social work organization founded on the principles of access for everyone and unconditional positive regard. Since 1975, Preble Street has served some of the most vulnerable people in Maine, working to turn hunger and homelessness into opportunity and hope through 14 low-barrier programs throughout the state. Preble Street provides round-the-clock services 365 days a year to not only meet urgent needs, but to empower people to move beyond the crises in their lives, and to build and advocate for solutions to homelessness, hunger, and poverty.

We are living in an affordable housing crisis in Portland. Preble Street's two overnight shelters: Florence House shelter for women and the Joe Kreisler Teen Shelter must frequently turn people away because our limited emergency beds are full. As the de facto day shelter for the City's Oxford Street Shelter, the Preble Street Resource Center strains to meet a growing need. The lines to use our bathrooms, showers, and laundry are interminable. We serve over 1,200 soup kitchen meals per day and up to 200 Portland households are served at our weekly food pantry.

Too many people experience homelessness in Portland and too many struggle with housing instability. People working service jobs and people with extremely low-incomes, or with disabilities, cannot find stable, permanent places to live. Take for example a woman who has a serious mental health disability: she was evicted from her Grant Street apartment last year at no fault of her own when the building was bought by a developer. She went on to live in a rooming house in East Bayside where her housing situation is not safe and secure and she may need to move again.

It costs a great deal to keep people in homelessness.

At Preble Street we are so glad that the City is pursuing new and creative ways to encourage affordable housing development. It makes a lot of sense to us that the City would prioritize new development in priority growth areas and that the City would take measures to increase housing density in Portland. This is a step in the right direction. It also makes sense to us to curb the affordable housing crisis with development of permanent, stable, housing for workers and people with low-incomes.

I'm thinking of a man who works evenings in the kitchen at a local restaurant and has been unable to find an apartment he can afford. He doesn't get off work until midnight, then heads to the Oxford Street Shelter for a few hours of sleep before he

has to vacate his bed in the morning and the shelter closes for the day. It's not enough sleep. He needs a stable apartment.

Ten years ago, when people experiencing homelessness gained access to a housing voucher it was a fast track out of the shelter. In 2017, on any given day, dozens of people with housing vouchers are in our Resource Center scrambling and working with our caseworkers to find a rental with a monthly price tag under the maximum voucher threshold, *and* with a landlord that will rent to someone coming out of homelessness, *and* within reach of family and community.

Encouraging affordable housing will maintain Portland's best quality: its rich cultural and economic diversity.

We are in support of all the proposed changes, however we'd like to point one place of serious concern in Section 4, which reads: "At a minimum, no less than 60 days prior to application for site plan review, any project that wishes to take advantage of this section must hold a public meeting noticed to all properties within 500 feet of their site."

It seems contrary to good public policy to place additional process requirements *only* on affordable housing developments. We worry that this measure is discriminatory. We ask that you eliminate the requirement for an additional public meeting merely because it is considered an- affordable housing development.

Thank you for your consideration.

Concerns of Proposed Amendments to Chapter 30 to Support Affordable Housing in Portland

Karen Snyder <karsny@yahoo.com>

May 9, 2017 2:30 PM

Posted in group: **Planning Board**

Dear Planning Board and Housing Committee members,

I would appreciate the below concerns be addressed in regards to proposed amendments to Chapter 30 regarding Affordable Housing in Portland:

1) The definition of "Affordable" is vague and should have specific numbers applied. The proposed amendment states that it's purpose is to "support the creation of affordable housing in Portland" and "particularly for households earning low and moderate income". Yet, there are no specific values applied to these words. So that everyone is on the same page, specific numbers need to be applied. For example, low income is a family of 3 where the combined income is less than 35,000 annual income/ year (example only).

This leads to the next point...

2) The Current Inclusionary Zoning Ensure Work Force Housing Requirement is Inadequate Needs Revision

- On October 19, 2015, the City of Portland voted 7-2 to become one of the 200 and more communities in the United States to require a portion of the housing units in new developments to be affordable for the middle class.

<http://www.pressherald.com/2015/10/19/portland-council-approves-requirement-for-affordable-housing-units/>

- The criteria is the development has to be > 10 units, only 10% of Units are required to be "affordable housing" based on median income of 120% but any developer can be opt out with a fine of \$100,000/unit.
- This is clearly not an effective housing policy for the City of Portland because the majority of developers are opting out.
- The City of Portland Maine should revise this policy and require that all new development should have at least 33% affordable housing based on a median income of 70% and a very substantial fine for wanting to opt out. This revised policy should also be retro-active back to when this policy was voted upon.

3) Why is this Proposed Amendment Chapter 30 Change To Support Affordable Housing Addressed in front of the Portland Planning Board?

- The planning board is made up of volunteers that are not accountable to the city of Portland local residents. This issue should only be addressed by city councilors who are accountable to the local residents.
- This issue should remain with the Housing Committee city council members who represent the local residents and not should be addressed with the Portland Planning Board.

In conclusion, I have also developed an Affordable Housing presentation that I would hope provide affordable housing options for the Housing Committee and the Planning Board to consider for future affordable workforce housing developments to encourage affordable workforce/middle class residents.

Because if it is not considered, this is how Portland city government and planning board will effective kill the Portland's all ready disappearing community and neighborhoods...

.

Regards,

Karen Snyder
Munjoy Hill Resident

Last Night Workshop on Proposed Amendments to Division 30 to Support Affordable Housing with Planning Board

Karen Snyder <karsny@yahoo.com>

May 10, 2017 10:51 AM

Posted in group: **Planning Board**

Hi Jeff,

As I attended last night's workshop on the Portland Planning Departments proposed changes that the Housing Committee sent to the Planning Board to review, I was aligned with most of the comments made by the Planning Board members feedback to the planning department proposed amendments to Division 30 to Support Affordable housing:

- 1) 3 of the 6 Planning Board Members commented that this proposed affordable houses changes are quite complex and are hard to understand. *I agree.*
- 2) Additional concern was over the combination of height x setback x density permitted and how that calculation really works. *I agree.*
- 3) Planning Board also commented that these proposed affordable houses changes don't seem to promote any development in the traffic corridors outside of District 1. *I agree.*
- 4) Planning board comments were concerned with the extra 25 feet of height and suggest at max it should only be 15 feet. *I agree.*
- 5) Agree that parking requirements should stay as is. 1 unit = 1 parking space *I agree.*
- 6) Planning board suggested that the Planning department should provide graphics in the next workshop meeting for the following: *I agree.*
 - a) By District, show where the zones are located that would be impacted by this.
 - b) The current allocation of affordable housing percentages by District.
 - b) There was other graph requests....forgot what they were.

Additionally, I did the exercise to exactly understand what low and middle income is defined by Portland planning department since there wasn't specifics in the proposed changes.

****Jeff Levine explained to one of the Planning Board members as to where on the Planning Department website these income level are located. However, this Portland website link then refers to HUD AMI to find the latest low-middle class Cumberland County income level numbers in which I had to find the HUD AMI link on my own. So, based on the HUD link states the below statistics:**

<https://www.huduser.gov/portal/datasets/il/il2017/2017ILCalc3080.odn>

- a) Middle Class Income for Cumberland county is \$83,000/year.
- b) Low Income Range for Cumberland county is between: \$28,000 to 86,000 depending on number in family.

I am really not sure how realistic these income levels for Portland's working class and middle class income levels. Because it appears Maine nurses and teachers would be considered low income.

Some additional suggestions that I have are:

- 1) Make the Affordable Housing rules less complex. Why isn't the city of Portland just saying simply, to any developer that flat 25 to 33% of proposed new development should be to available for affordable housing for working class/middle income?
- 2) There needs to be more focus on building affordable housing for working class and middle class in the traffic corridors and not just District 1 which is becoming priced out and only rabbit size units would be available to someone considered middle class income making \$83,000/year
- 3) Why isn't the City using the city owned properties such as the 7 West Bayside properties or outside of District 1 city owned to focus only on affordable housing for the Portland working class and middle class rather than development dedicated to subsidized and high end rentals?
- 4) Please see attached powerpoint that provides additional ideas for Portland Planning department to consider and approach ideas with.

In conclusion, This is indeed a complex issue but ultimately it seems that the focus is stilled geared towards providing financial incentive for developers. Developers are coming to just make a profit.

It is up to City of Portland city government to equalize the inequality with straightforward housing policy guidelines and not complex formulas pushing heights up with unrealistic pre-calculated income levels for supposed Portland working and middle income class. Ultimately, people that work in Portland can't even live in Portland any longer and this is not right.

Regards,
Karen Snyder
72 Waterville

Google Groups

proposed rule changes to PRUDs

Marc Lamontagne <mlamontagne@littlesebagolake.net>

Jun 22, 2017 12:03 PM

Posted in group: **Planning Board**

Dear planning board members,

I am writing to voice my interest and concerns over the proposed rule changes to PRUDs and, specifically, the potential impact it will have on my neighborhood. My family and I own several units at the Galvin Street end of Front Street and along Baxter BLVD. I was lucky to raise my kids there and, now, my son is raising his two children. So we are intimately familiar with the Front Street project. My kids had many close friends who lived in the Front Street projects and, today, we travel through it regularly on our way to Payson Park.

I am pleased that the PHA is exploring redevelopment of these buildings. The buildings are at the end of their useful lives and the residents deserve better. As an aside that may or may not be appropriate in regards to the PRUDs discussion, the PHA has a mixed past of stewardship. This was made obvious recently by their allowing the landscaping go without mowing for months this calendar year. The grass was nearing 3 feet high when it was finally taken care of. It's hard to support a new project when I've witnessed their treatment of current facilities.

This is not, however, the point of my writing. I will miss this week's workshop but do plan to attend the June 27th public meeting. I have dire concerns that these proposed rule changes are being written specifically with the Front Street redevelopment in mind. It is tailoring to precisely what the PHA wants to do in this neighborhood. Without any public vetting or consideration of IF the neighborhood can even support a project the size of which PHA is proposing, these rule changes would basically give them the green light. To double the amount of units in an off-peninsula, quiet neighborhood is irresponsible and insulting to nearby property owners and residents of the projects. Jeff Levine's memo suggests that such changes are in keeping with existing zoning requirement, I respectfully but strongly disagree given the magnitude of the changes which are not in keeping with the character of the existing neighborhood.

We are lucky to live where we do and have purchased homes here precisely to avoid the type of congestion and traffic the PHA is potentially creating. And the city and planning board should not consider rule changes that are so clearly written in the favor of one project. The rule changes in regards to PRUD crossing a public street seems clearly written with PHA Front Street in mind. It's bothersome that PHA has already created significant plans and renderings based on these PRUDs rule changes. They clearly are working on the presumption it's a done deal. I hope that's not the case.

To be clear, I do not oppose redevelopment of the Front Street projects. But I don't support a city-wide rule change that could grossly impact several neighborhoods just so PHA can get additional units on Front Street.

Thank you for your consideration and all the good work you do for the city of Portland.

Marc Lamontagne

It is a Long Road.....
Additional Efforts are Needed by Portland, ME City
Government for Affordable Workforce/Middle Class
Housing/Businesses
March 07, 2017

Presented by: Ian Jacob, Chair of Advocacy Committee and Board Member
of West End Neighborhood Association and Karen Snyder, Portland Resident
and Owner of Next Stage Consulting, LLC

Today's Agenda on Portland, ME's Affordable Housing Crises

1. What Does Affordable Mean?
2. Example that Portland, ME's Affordable Housing Crises is NOT new.
3. Examples of Portland, ME's Affordable Housing Crises Frustrations
4. Graph Showing The Middle Class Segment of Population Not Given A Chance for Portland Housing
5. Examples of City of Portland, ME Government Giving Breaks to Developers That Do Not Help Affordable Housing
6. Examples of Successful Implementations of Affordable Housing All Ready Implemented in Portland, ME
7. Potential Solutions for Portland, ME's Affordable Housing Crises
8. Next Steps for Portland, ME To Take in Affordable Housing Crises
9. Conclusion
10. Other Issues and Further Implications
11. Questions
12. Appendix

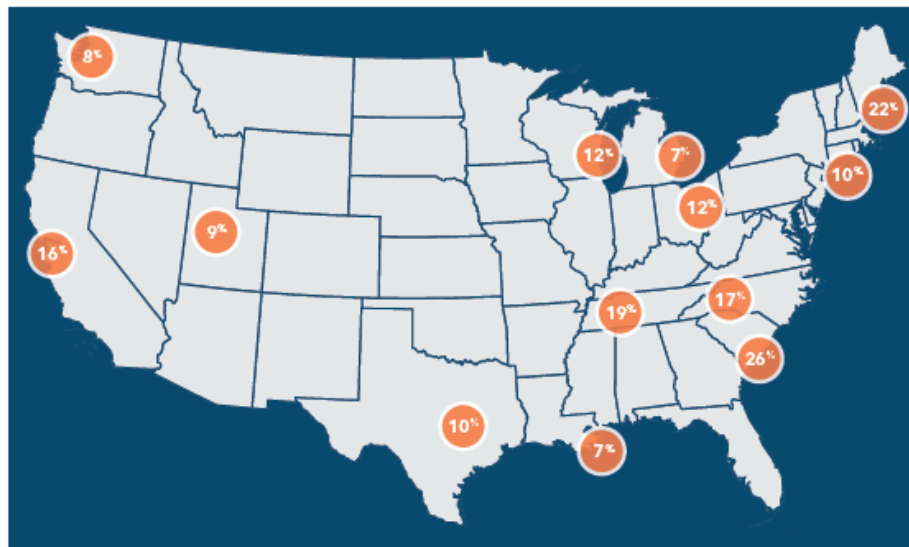
What Does Affordable Mean?

ISLR (Institute for Local Self Reliance) recognizes and researches the affordable commercial rental market as well to provide examples of different policies enacted across the country. <https://ilsr.org/> **Mapping Rising Retail Rents**

What's Affordable?

An apartment is generally considered affordable if the rent is less than 25 percent of the tenants' household income. In the commercial market, affordability is not quite as clearcut, and varies by the type of business, but a rough rule-of-thumb is that rent and other occupancy costs should total less than 10 percent of a business's gross sales. As an example, the average hardware store in the U.S. does about \$150 in sales per square foot annually, and therefore should aim to keep its rent and other occupancy costs at no more than \$15 a square foot. Businesses in better locations can often generate higher sales per square foot and afford higher rents. But a problem arises when a combination of speculative investment, high demand, and limited supply of space sends rents climbing faster than sales growth. Grocers and other businesses that serve the basic needs of a neighborhood are particularly vulnerable, because they often have low gross margins and therefore need to keep their occupancy costs even lower to remain viable.

Mapping Rising Retail Rents



Finding and keeping affordable space is a growing challenge for local businesses in cities across the country. Here are some of the numbers that business owners are facing citywide, and these rates are often higher in the business districts best suited to locally owned enterprises.

Percentage figures are the increase in the cost of space in the last year. All dollar figures are asking lease rates per square foot per year. For comparison, over the last year, median per capita income rose 1% and retail sales grew just 1%. Inflation was 0%.

PORTLAND, MAINE: 22%: Retail lease rates in Greater Portland jumped 22% to an average of \$18. In the city's historic core, lease rates for small retail spaces are now in the \$25-\$35 range.

NEW YORK, NEW YORK: 10%: Retail lease rates in Manhattan shot up 10%. Some neighborhoods saw larger increases. On the Upper West Side, ground-floor rents rose 37% to an average of \$290. In parts of Brooklyn,

CHARLESTON, SOUTH CAROLINA: 26%
Citywide retail lease rates have skyrocketed 26%, to \$27. In downtown Charleston, the average asking price is now \$38.

CLEVELAND, OHIO: 12%
The trend isn't limited to coastal cities. In Cleveland, lease rates are up 12%, to \$14.

NASHVILLE, TENNESSEE, 1900

DETROIT, MICHIGAN: 7%
In Detroit the average retail rent is a lower \$13, but that figure is still a 7% year-over-year increase, more than rate at which retailers are generally able to grow their revenue.

MILWAUKEE, WISCONSIN: 12%
The average asking rental rate for retail space jumped 12% in Milwaukee, to nearly \$15.

SALT LAKE CITY, UTAH, 9%

AUSTIN, TEXAS: 10%
The average rent for retail space rose 10% in Austin, to \$20, and is forecast to rise an additional 8% this year.

OAKLAND, CALIFORNIA: 16%
Oakland is one of the cities under the most pressure. Retail rents have soared 16% in the last year, to \$27 per square foot, and are up 42% since 2013.

SEATTLE, WASHINGTON, 89

<https://ilsr.org/tag/affordable-space/>

Portland, ME's Affordable Housing Issue is NOT a New Issue...

In 1971, Portland City Manager, Joe Menario, gave eminent domain to several hundred poor Italian residents to create Spring Street and the Holiday Inn. Below is an email written by the residences that were evicted from their houses by the City of Portland.

Statement from citizens group regarding the proposed Holiday Inn as printed in the *Portland Evening Express*, February 26, 1971:

"We the residents of the block bounded by Spring, High, Pleasant and Oak Streets, resolve to fight eviction from our homes by Harper Hotels. We resist eviction in City Hall, in the courts, and in our doorways, if necessary.

We take this stand because we feel that the city government and Harper Hotels are putting business concerns over the concerns for human beings.

In doing so, we recognize the legal right of Harper Hotels to buy properties in the free market.

Furthermore, we understand the need for Portland to have new commercial development to increase the tax base of the city.

However, the legal rights of corporations do not justify financial gain at the cost of human suffering. Nor does the need for more tax money give the city administration the right to put Harper Hotels' interest above the human concerns of low income people, not only on this block but throughout the city.

In a normal situation we might consider relocating, but in good conscience we can't because, even if Harper Hotels could relocate us, we know that we would only be dislocating another needy family and there are needy families living in dilapidated, substandard houses. The Portland Housing Authority has committed itself to building over 400 new units of housing but it has been absurdly slow in producing them.

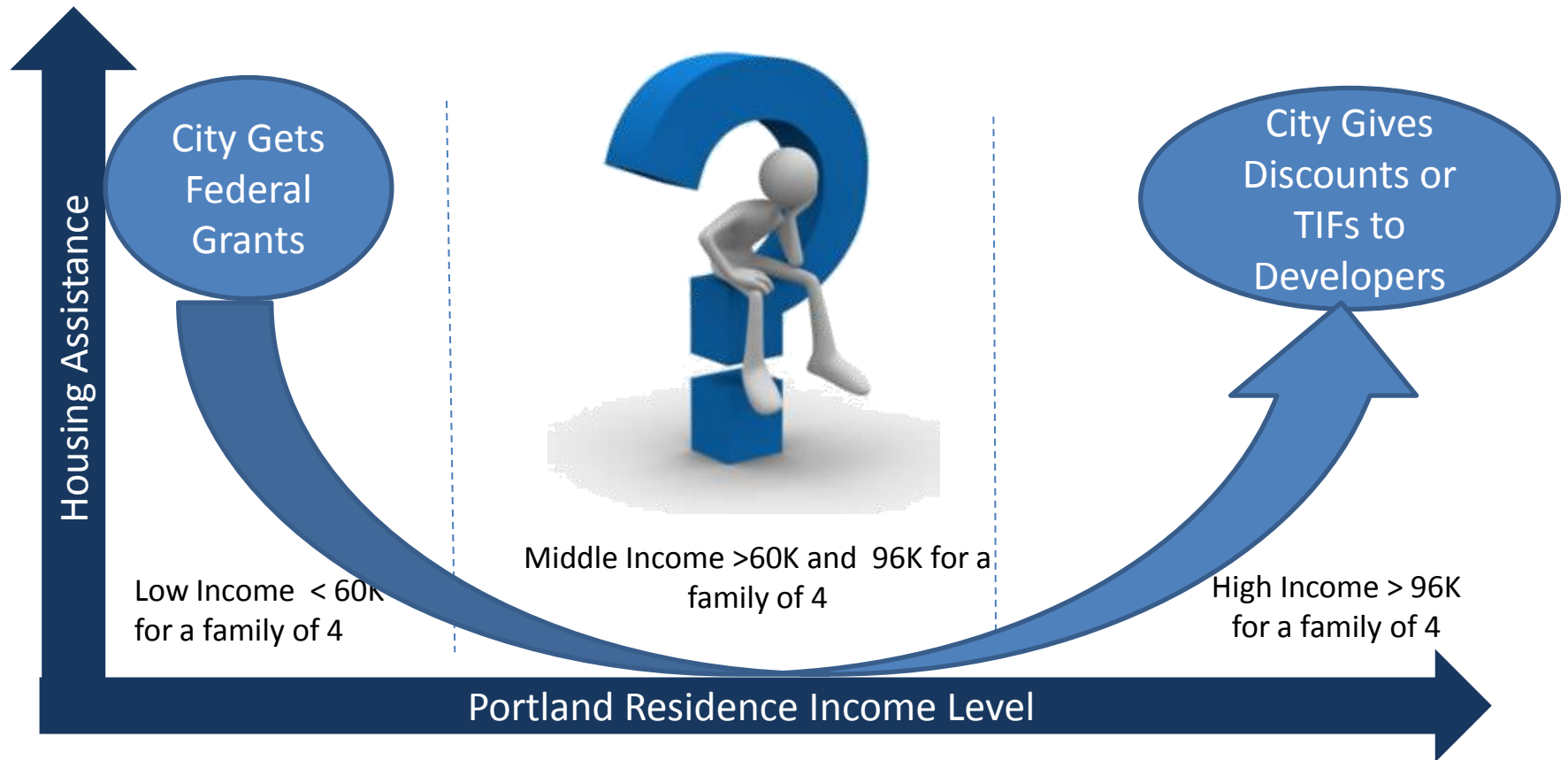
Furthermore, even the renewal authority admits it cannot relocate people into decent homes and must settle for substandard housing.

The City Manager has openly admitted to a housing crisis, but even he has been negligent in hiring a housing coordinator, as authorized by the City Council months ago. The case for old and new low income housing is clear, and opposition is clear. We will not leave our homes."

Example of Portlander's Frustration with Out of State Developers Building High End Condos



Portland, ME City Government's Housing Incentive



Basic Conclusion:

- City of Portland, ME does not have any financial incentive to assist the working or middle class local citizens and put business incentive ahead of their local citizens.
- The last time the city assisted middle class citizens was with the “Good Neighbor” Policy back in 1999 on Munjoy Hill. This gave tax incentives to property owners who lived and/or renovated their property. This city effort revived Munjoy Hill which made it the popular place to live today.

Examples of City of Portland, ME Giving Discounts/TIFs to High End Developers that do not help Affordable Housing

Project	Description of Portland, ME's Discount for Developers
MidTown Project	The City told Developer that the City will build a parking garage.
Thames Street Triangle Property –Part 1	The City sold the property at a value of \$400,000 even though the property is appraised at \$900,000 to CPB2 developer.
Thames Street - Part 2	The City told the CBP2 developer that the city will pay for the \$1.2 million extension of sewer on Thames St to the development with a final total of over \$2 million funded by local tax paying citizens.
Pearl Street Garage, Next to City Hall (Section of Wilmont St)	City sold the through section of Wilmont street of this property at a discount to the developer and closed the street.
Regency Hotel- Milk Street	The City basically sold this section of public street to the Developer of old Armory building. The Developer then gave the city a public easement over parts of the road and street.

Examples of Successful Implementations of Affordable Housing All Ready Implemented in Portland, ME

1. 1999 Good Neighbor Policy

- Portland assisted middle class citizens was with the “Good Neighbor” Policy back in 1999 on Munjoy Hill. This gave tax incentives to property owners who lived and/or renovated their property. This city effort revived Munjoy Hill which made it the popular place to live today.

2. 65 Munjoy Street

- 8 units on a former Adams School parking lot. The units can only be sold by the developer to purchasers qualifying as having an income no more than 120% of the area median income. AND when the purchasers (first AND subsequent) resell, for 90 years, they can only sell to purchasers who are also certified as having an income that is no more than 120% of the area median income. Within that constraint, the market dictates the resale price.

3. 83 Sherman Street – Old Sacred Heart School

- It was acquired by the City and sold following a RFP process to a developer to create 8 loft apartments in the individual classrooms plus individual studio spaces on the bottom floor for low and moderate income visual artists. The purchasers have to qualify as a person who makes a living from the visual arts (as judged according to detailed criteria, I believe by the Public Arts Committee) and as meeting the City's income and resource guidelines. There is a limited equity component, with only a portion of the equity going to the artist when the unit is sold, I believe consistent with the change in the Consume Price Index from time of purchase until time of sale.

Potential Solutions for Portland, ME's Affordable Housing Crises

1) Revise the Inclusionary Zoning-Ensure Workforce Housing Requirement

- On October 19, 2015, the City of Portland voted 7-2 to become one of the 200 and more communities in the United States to require a portion of the housing units in new developments to be affordable for the middle class.

<http://www.pressherald.com/2015/10/19/portland-council-approves-requirement-for-affordable-housing-units/>

- The criteria is the development has to be > 10 units, only 10% of Units are required to be “affordable housing” based on median income of 120% but any developer can be opt out with a fine of \$100,000/unit.
- This is clearly not an effective housing policy for the City of Portland because the majority of developers are opting out.
- **The City of Portland Maine should revise this policy and require that all new development should have at least 33% affordable housing based on a median income of 70% and a very substantial fine for wanting to opt out. This revised policy should also be retro-active back to when this policy was voted upon.**

Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

2) Benchmark other Cities Affordable Housing Policies-

City Makes An Concentrated Effort to Focus on Affordable Housing Developers with getting Federal Grants:

A) Boston, MA Affordable Housing Initiatives

<http://www.dotnews.com/2017/dot-housing-starts-get-city-funding>

- Boston Mayor Martin Walsh on Tuesday 2/14/2017 announced funding for 10 affordable housing developments across Boston, a nearly \$22 million investment to preserve or produce 602 housing units. Dorchester and Mattapan projects account for half of these approvals, bolstering several longstanding large mixed-income developments.
- Preserving Boston's affordability is key to ensuring everyone who wants to live here can afford to do so, and I'm particularly pleased this funding will both preserve and add to our existing affordable housing stock," Walsh said. "This will help us continue to build a pipeline of affordable housing, and put us one step closer towards reaching the ambitious goals laid out in our housing plan."
- Funding for these and five other projects is facilitated by more than \$13 million from **the Department of Neighborhood Development (DND)**, and more than \$8 million of linkage funds awarded through **Boston's Neighborhood Housing Trust.**

Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

2) Benchmark other Cities Affordable Housing Policies

City Makes An Concentrated Effort to Focus on Affordable Housing Developers with getting Federal Grants:

B) San Francisco, CA -Sponsoring pioneering initiatives

<http://sfmayor.org/housing>

- In 2012, Mayor Lee pushed for the landmark approval of the Housing Trust Fund which invested \$1.5 billion in affordable housing production and housing programs until 2042.

- In 2014, Mayor Lee pledged to construct 30,000 new and rehabilitated homes throughout the City by 2020, with half available to low, working and middle income San Franciscans.



Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

2) Benchmark other Cities Affordable Housing Policies

City Makes An Concentrated Effort to Focus on Affordable Housing Developers with getting Federal Grants:

B) San Francisco, CA -Sponsoring pioneering initiatives (cont'd)

- . Continuing to expand San Francisco's homeownership downpayment loan programs, which helps recipients address the upfront hurdles of becoming a homeowner, and create more middle income homeownership opportunities, particularly on land under public control.

Mayor Lee had replenished the Teacher Next Door Loan Program, and working with outside partners to double downpayment loans for moderate income families in San Francisco.

He secured \$80 million of new revenue to help educators and middle-income residents who are paying rent or are buying their first home.

- Mayor Lee created a Teacher Housing Initiative in partnership with SFUSD, which will create affordable housing opportunities for over 500 teachers and educator households.

Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

3) The City uses Non-Profit (REIT) Real Estate Investment Trust that builds Affordable Housing without Public Financing.

- Example: Housing Partnership Network

<http://www.housingpartnership.net/>

Housing Partnership Network member exchange Social Mission. Private Enterprise.

About Us | Members | Peer Exchange | Innovation | Enterprises | Policy | Impact Investing | News

Housing Partnership Network is a member-driven business collaborative of nearly 100 of the leading housing and community development nonprofits in the country. It was founded 20 years ago by a new breed of entrepreneurial nonprofit that combines social mission with private enterprise to develop solutions to the most challenging problems facing our country.

The HPN approach is based on members sharing best practices through **Peer Exchange** from which new ideas emerge for **Innovation** in the housing and community development sectors. The result is a platform of impactful **Social Enterprises** that inform our **Policy** recommendations and

HPN Headlines ...

HPET Announces a Transition in Leadership
[Read more](#)

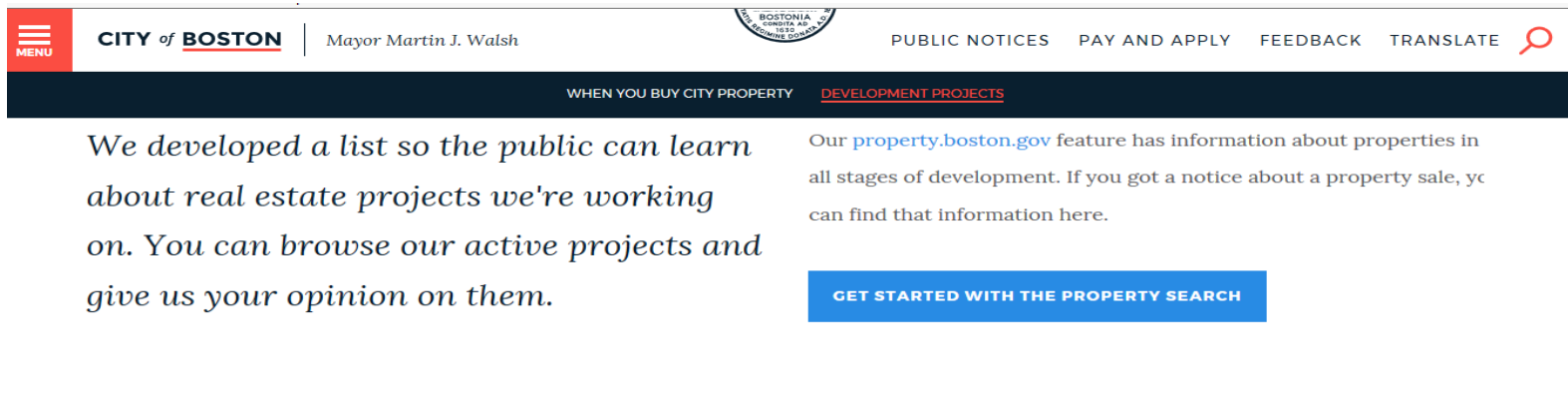
Industry Voice: Upping Our Expertise in Home-liver Education

www.housingpartnership.net/

Potential Solutions for Portland, ME's Affordable Housing Crises Cont'd

4) City Promote Transparency of City-Owned Properties by Transparent Notification/Advertising for Getting Sustainable/Affordable Housing Proposals rather than “Selective” RFP (Request For Proposal) from Certain Realtors/Developers

A) Good Example of a city promoting transparency is Boston city government website:
<https://www.boston.gov/departments/neighborhood-development/how-we-sell-citys-land-and-buildings#development-projects>



B) City of Portland could put out a Design Challenge for Bayside not only for storm surge ideas that was made public last week but also for city-owned parcels of land that are for sale.

Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

5) Example of Portland Residence's Vision of Re-establishing a Neighbor Center in Bayside

Comp Plan Snapshot Goals Relating to Bayside Development

Historic Resources

- Stabilize and enhance historic areas of the City by ensuring quality investment in existing structures and compatible infill development.
- Ensure an appropriate balance of continuity and change as Portland grows and evolves

Economy

- Value innovation and creativity as cornerstones of the local economy, and central to Portland's uniqueness and diversity.
- Invest in, attract, and retain human capital to support a growing economy.
- Respect that our unique quality of place is a key part of our current and future economic success.

Housing

- Increase, preserve, and modify the overall supply of housing City-wide to meet the needs, preferences and financial capabilities of all Portland households.
- Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Encourage quality, sustainable design in new housing development.

Transportation

- Promote multi-modal accessibility, enabling residents and visitors of all ages and abilities to participate fully in the social and economic life of the community.
- Support livability by improving the quality of life in neighborhoods and improving the public health of residents.

Potential Solutions for Portland, ME's Affordable Housing Crises Cont'd

5) Example of Portland Residence's Vision of Re-establishing a Neighbor Center in Bayside (cont'd)

Current Bayside View

Note: See Appendix Historical view of this area from 1914.



Bayside Vision of City Owned Property
Parris, Hanover, & Alder Streets / Portland, ME

Aerial / Existing
Blue Anchor Design

February 27, 2017

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Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

5) Example of Portland Residence's Vision of Re-establishing a Neighbor Center in Bayside (cont'd)

After – Bayside Vision



Bayside Vision of City Owned Property
Parris, Hanover, & Alder Streets / Portland, ME

Aerial / Proposed
Blue Anchor Design

Potential Solutions for Portland, ME's Affordable Housing Crises

Cont'd

6) Examples of Inspiration from International Cities Revitalization of Abandoned Facilities.

A) Copenhagen, Denmark -

- <https://www.nytimes.com/2017/02/22/business/denmark-copenhagen-carbon-neutral-carlsberg.html>

Portland, ME City Government Next Steps Regarding Affordable Housing?

- 1) The affordability covenants and systems are in place. It would be relatively easy for the City to replicate on other infill development (if they have willing developers).
- 2) Work with the City of Portland Housing Committee these Affordable Housing Solutions and work in tandem with the City of Portland Economic Development Committee (EDC) to make it happen.
- 3) City of Portland makes an effort to revise the requirements for the Inclusionary Zoning “Ensure Housing Workforce” Policy.
- 4) City of Portland (EDC) and Housing Committee reach out to the Affordable Housing Developers shown in solution portion of this slide to request a RFP based on the Design Challenge.

- Boston Developer: *Hearth, Inc.*
- 5) City of Portland (EDC) reaches out to the entrepreneurial non-profit called *Housing Partnership Network* to request a RFP based on the Design Challenge.

Conclusion on Portland, ME Affordable Housing Crises

1. **The affordability covenants and systems are in place. It would be relatively easy for the City to replicate on other infill development (if they have willing developers).**
2. **These solutions should apply to ALL city owned property such as: the 7 West Bayside City Owned properties, parking lots, and the Thames Street gravel parking lot.**
3. **As shown in the Solutions section of this presentation, there are plenty of opportunities for the City of Portland to pursue and focus on affordable housing for the working class and middle class citizens.**
 - **How is it fair that a teacher has to buy her class school supplies but yet can't afford to live in Portland? This is not good for society.**
 - ***Developers are given “breaks” by the City of Portland, why can't the city also give “breaks” to the working/middle class?***
4. **At one time, the city of Portland worked for ALL income levels.. Not just the subsidized, not just the immigrants, and the rich but also the working and middle class. It has been proven time and time again, when the middle class is excluded or reduced, this reduces the vitality of a place.**
5. **It has also been proven time and time again that keeping an emphasis on ensuring affordable housing as well as local businesses thrive and are in neighborhoods, it provides more sustainability for all citizens.**

Other Issues and Further Implications

With More People moving into Portland, ME, this will Trigger Additional Issues besides Affordable Housing.....

1. **Retail Rental Space for Local entrepreneurial business** are being pushed out of the City of Portland to Westbrook.
2. **Revive the Portland, ME At One-Time Ordinance** that limited the amount of “chain” or box stores in Portland, ME to promote more neighborhood and locally owned stores.
 - This ordinance was almost immediately killed by the City Councilors in **2009**.
<http://ilsr.org/wp-content/uploads/files/images/portlandordinancesupport.pdf>
<http://www.theforecaster.net/task-force-rejects-portland-chain-store-restrictions/>
3. **Parking Congestion Issues...** Don't build parking garages. Force people to car pool, ride bikes, walk, bus, etc... In addition, revoke R6 zone ordinance that does not require any new developments to supply parking or the first 3 units.
4. **Climate Change** – How will the weather affect Portland? Acidification of the Bay affect the fisheries? Storm Surge Flooding of Back Cove?
5. **Greening The City** – City is getting hotter.. We need more trees to remove CO2 from the air and cool the temperature of buildings and asphalt.
6. **Banning Pesticides** – It is getting in everything... For example, Monsanto's Roundup is in the food chain and has been proven to cause cancer.
<http://www.ecowatch.com/monsanto-ordered-to-pay-46-5-million-in-pcb-lawsuit-in-rare-win-for-pl-1891143419.html>

Questions?



Appendix

Historical View of West Bayside Property from 1914 Richard's Atlas



Richards Atlas of Portland Maine 1914

Adler and Hanover St. Parcel

- 8 Building Lots
- 10 Structures

Hanover and Parris St. Parcel

- 24 Building Lots
- 47 Structures

Parris and Brattle St. Parcel

- 2 Building Lots
- 3 Structures

Kennebec Parcel

- 1 Building Lot
- 2 Structures

Note: Map content provided by Ian Jacob

Google Groups

Affordable Housing Ordinance Revisions

Quincy Hentzel <qhentzel@portlandregion.com>

Jun 22, 2017 2:34 PM

Posted in group: **Planning Board**

To Members of the Portland Planning Board:

On behalf of the Portland Regional Chamber of Commerce, I would like to add our support for the Affordable Housing Ordinance Revisions before you this evening. We all know one of the key challenges facing our city is the shortage of housing. Affordable housing is in even more demand. The increasing cost of housing options in our region, in large part, can be tied to supply and demand – and currently demand is high; supply is low. In an effort to help curb and ultimately reverse this trend, it is critical that our city add new housing units to keep housing costs down over time. The proposed amendments before you are designed to encourage further housing creation, particularly in the city's priority growth areas. The revisions allow for increasing density, dimensional, and height bonuses for affordable housing projects in certain zones. These bonuses should make affordable housing developers more competitive in terms of purchasing sites and securing public funding. By allowing density in the appropriate areas of our city such as along arterials, transportation corridors, and in our bustling downtown, Portland will be taking needed steps to increase our affordable housing supply to support those who choose to make this city their home.

Thank you for the opportunity to weigh in with our support for these proposed affordable housing ordinance revisions.

Sincerely,

Quincy Hentzel

Quincy H. Hentzel

Interim CEO

Portland Regional Chamber of Commerce

443 Congress St., Portland, ME 04101

Phone: 207-772-2811 ext 231

Fax: 207-772-1179

qhentzel@portlandregion.com

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PLANNING BOARD REPORT PORTLAND, MAINE



101 York Street Amended Subdivision Plat
101 York Street
Level III Site Plan and Subdivision Review
2017-084
101 York Street, LLC

Submitted to: Portland Planning Board Date: June 15, 2017 Public Hearing Date: June 22, 2017	Prepared by: Nell Donaldson, Planner CBLs: 40-C-5 Project #: 2017-084
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I. INTRODUCTION

101 York Street, LLC has requested an amendment to the approved, recorded subdivision plat for their property at York and High Streets in the West End. The site is currently under construction with a mixed-use development, approved as a Level III site plan and subdivision by the Planning Board on December 8, 2015. The subdivision plat amendments will have the effect of creating additional retail condominium units on the site. The plat amendments will also establish a new lot line between the retail/residential building and the structured parking elements of the approved site plan, such that the parking will reside on a separate lot. A draft deed to transfer the structured parking ownership has been provided, as have draft easements.

This amendment is being referred to the Planning Board for compliance with the subdivision standards of the land use code. A total of 199 notices were sent to property owners within 500 feet of the site and a legal ad ran in the *Portland Press Herald* June 12 and June 13, 2017.

Applicant: Vincent Veroneau, 101 York Street, LCC

Consultants: Owen Haskell, Surveyor

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Subdivision	Section 14-497

III. PROJECT DATA

Existing Zoning	B-3
Existing Use	Mixed-use (commercial, residential, and structured parking)
Proposed Use	Mixed-use (commercial, residential) and structured parking on separate lots
Parcel Size	66,787 SF



Figure 1: 101 York Street site, with existing lot lines

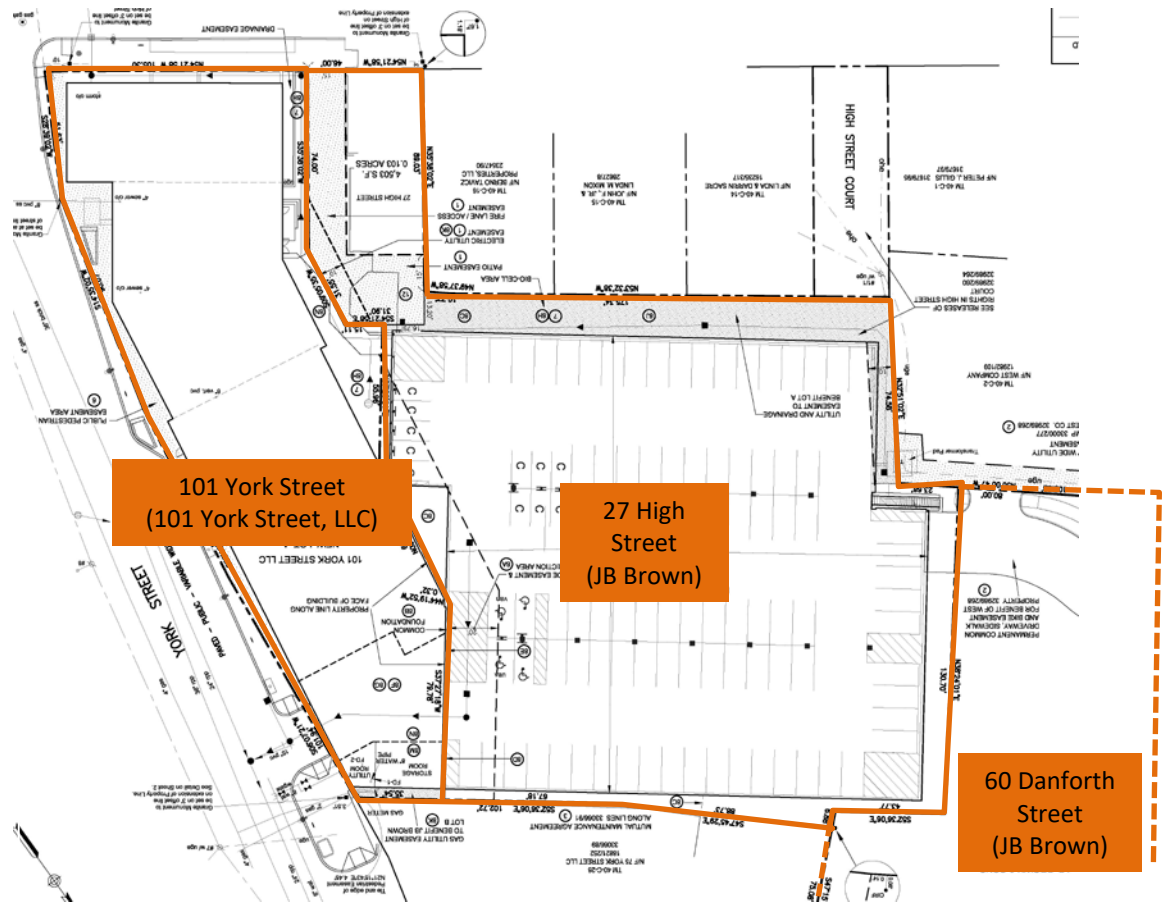
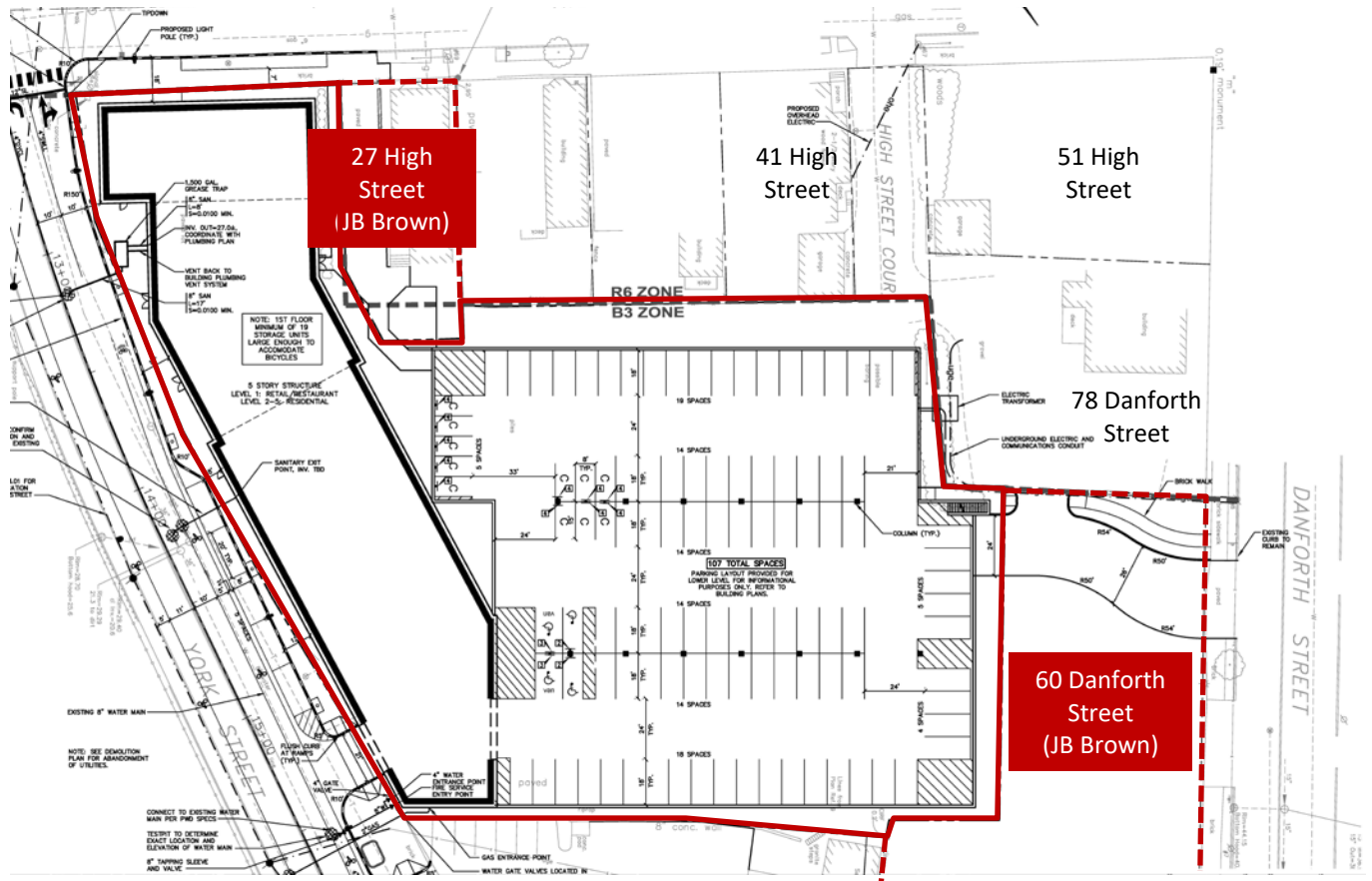
IV. BACKGROUND & CURRENT PROPOSAL

The 101 York Street subdivision site lies at the corner of York and High Streets in the city's West End (*Figure 1*). 101 York Street, LLC, a subsidiary of JB Brown and Sons, received site plan and subdivision approval for a 98,000 SF mixed use development on the site in late 2015. Under the approved plans, a five story building is proposed to front York Street, with commercial space on the first floor and 63 residential units above. Vehicular parking is proposed in a two-level structure situated behind the proposed building, with lower level access from York Street and upper level access from Danforth Street. Construction on the site is underway.

Under the original site plan and subdivision application, the 63 residential units in the development were proposed as market rate apartments, and the entire site, including the residential units, retail, and parking, was to be retained under the ownership of 101 York Street, LLC (*Figure 2*). The current amendments change the proposed ownership scheme in the following ways:

- The 63 market rate apartments are now proposed as condominium units for individual sale;
- The retail portion of the building is now proposed as its own condominium unit, with potential for division into six sub-units; and
- With the creation of a new lot line, the parking structure is proposed to be transferred to adjacent property owned by JB Brown and removed from the condominium altogether (*Figure 3*).

The proposed amendments do not necessitate any physical changes to the approved site plan. However, they do result in need for a number of new easements (*Attachment B*) and a parking agreement to ensure that the parking requirements of the original site plan and subdivision approval continue to be met (*Attachment F*).



Figures 2 and 3:
101 York Street,
existing plat
(above);
proposed
amended plat,
showing new lot
lines (below)

V. PUBLIC COMMENT

There were no public comments on the proposed plat amendment.

VI. RIGHT, TITLE, & INTEREST

The applicant's original submittal included deeds as evidence of right, title, and interest (*Attachment 1*). In the amendment application, the applicant has provided a revised lot division plan, which shows the new proposed lot line to separate the parking structure from the retail/residential element of the original project (*Plan 1*). This line is drawn in such a manner so as to transfer the parking structure portion of the lot to an adjacent property owned by JB Brown at 27 High Street. Bill Scott, the city's surveyor, has provided some comments on the revised lot division plan (*Attachment 1*), which are discussed below. The final review of the lot division plan and associated deed have been suggested as conditions of approval.

VII. ZONING ANALYSIS

Staff, in association with the city's Zoning Specialist, have reviewed the revised lot division plan for conformance with the city's B-3 and R-6 zoning and found no issues with the proposed lot division.

VIII. SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (Section 14-496)

The applicant has provided an amended subdivision plat (*Plan 2*). Bill Scott, the city's surveyor, has reviewed the plat and offered the following comments:

Neither the Revised Division of Lots Plan nor the Amended Subdivision Plat show the four granite monuments to-be-set as per the approved Subdivision Plan. These need to be added to these plans and we need to make sure that they get set as part of the ongoing construction project;

I see various references to a Public Pedestrian Easement Area along York Street. The Amended Subdivision Plat states that the applicant has already provided us with a Draft version of the easement, and that the easement will be recorded at the Registry of Deeds. Do we have a copy of the easement deed? Is it in Draft form or has it been conveyed? If it's been conveyed, has it been recorded? If it's in Draft form, I would like to review it unless Bill Clark already has done so.

Note that a draft of this easement, required as a product of the original subdivision review, has been provided by the applicant.

One of the "new" boundary lines on the Amended Plat is labeled "75.48" feet. This line is shown as "79.78" feet on the Division of Lots Plan and in the proposed deed description. This label should be corrected;

I am a little confused by the way these two plans call off the Record Owners of the properties. The Title Block on the Amended Subdivision Plat says the record owner is 101 York Street LLC. The Title Block of the Revised Division of Lots Plan says the record owner is J. B. Brown & Sons. Although both plans do reference both record owners along with deed references and tax map-block-lot references in the plans' Notes, none of those labels appear in the plan view. Instead, the only labels are "New Lot A" and "New Lot B". I think it would be less confusing if either the New Lot designations were added to the Record Owner Notes or if the Record Owner info was added to the plan view;

The Surveyor's Certification includes the words "...with the exception of markers not set at all corners" on the Amended Subdivision Plat but it does not have the same exception listed on the Revised Division of Lots Plan. I think it belongs there as well.

In the amendment submittal, the applicant has provided a list of easements necessitated by the new lot division and

the creation and addition of condominium units (*Attachment B*). Among these, the applicant proposes:

- A 20' no-build area at the new proposed lot line;
- An easement for common foundation structure between the condominium building (101 York Street) and the parking structure on 27 High Street;
- Landscaped areas on 27 High Street to be maintained by the condominium building (101 York Street);
- Access from the parking structure on 27 High Street to the condominium building (101 York Street), including access to a storage room;
- Access from the condominium property (101 York Street) to the parking structure on 27 High Street;
- Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to York Street;
- Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to High Street;
- Utilities from 60 Danforth Street and 27 High Street to the condominium building (101 York Street); and
- Utilities, including water supply for fire suppression and electrical, from the condominium building (101 York Street) to the parking structure on 27 High Street.

Staff also notes that the final plat should include a book and page reference for all easements, for the deed transferring the parking structure to 27 High Street, and for the parking agreement between the condominium and 27 High Street.

Final review of the revised plat, submitted to address these comments, and final review of all necessary easements and agreements have been suggested as conditions of approval.

IX. SUBDIVISION REVIEW (14-497(a). Review Criteria)

The subdivision amendments proposed here have only one impact on the original review, in that they eliminate the required on-site parking from the condominium lot (101 York Street). Under Division 20 of the city's land use ordinance, off-site parking is permissible in non-residential zones so long as it is located within 100-1,500 feet along lines of public access and control is shown by ownership or lease for a period of not less than five years. In accordance with this provision, the applicant has provided a draft parking agreement granting the residential and retail uses in the condominium building the right to lease off-street parking in the structure on 27 High Street (*Attachment F*). The agreement requires JB Brown, the owner of 27 High Street, to "maintain a minimum of 122 parking spaces" within the parking structure. The term of the agreement is 20 years.

Thomas Errico, the city's consulting traffic engineer, has reviewed this agreement and offers the following comments:

The parking agreement unbundles parking from the purchase of the residential and commercial uses and establishes a monthly market rate parking fee program for those interested in paying for parking. Given that the agreement guarantees a sufficient parking supply (122 parking spaces) be allocated, I find the agreement to be generally acceptable.

The applicant should note why the number of parking spaces allocated to the commercial or retail use decreased from 65 parking spaces to 59 parking spaces.

The applicant shall provide information that documents how the parking facility will be managed and if open to the general public. Specifically, will patrons of the retail/restaurant uses have the ability to park in the facility, if the retail businesses do not lease parking spaces.

The applicant shall note how parking for 27 High Street is being accounted for in the facility.

A final parking agreement, addressing these comments as necessary, has been included as a condition of approval.

X. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the amended subdivision at 101 York Street.

XI. PROPOSED MOTIONS

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on June 22, 2017 for application 2017-084 relevant to the subdivision regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the subdivision standards of the land use code and **approves/does not approve** the application, subject to the following conditions of approval, which must be met prior to the signing of the plat unless otherwise stated:

1. The applicant shall finalize the amended subdivision plat for review and approval by Corporation Counsel, the Department of Public Services, and the Planning Authority;
2. The applicant shall finalize the new division of lots plan and associated quitclaim deed without covenant for review and approval by Corporation Counsel and the Planning Authority;
3. Prior to Certificate of Occupancy for the condominium building at 101 York Street, the applicant shall finalize condominium documents for review and approval by Corporation Counsel;
4. The applicant shall provide evidence of all necessary easements, including but not limited to:
 - a. A 20' no-build area at the new proposed lot line;
 - b. A common foundation structure between the condominium building (101 York Street) and the parking structure at 27 High Street;
 - c. Landscaped areas on 27 High Street to be maintained by the condominium building (101 York Street);
 - d. Access from the parking structure on 27 High Street to the condominium building (101 York Street), including access to a storage room;
 - e. Access from the condominium property (101 York Street) to the parking structure on 27 High Street;
 - f. Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to York Street;
 - g. Stormwater drainage from the parking structure on 27 High Street through the condominium building (101 York Street) to High Street;
 - h. Utilities from 60 Danforth Street and 27 High Street to the condominium building (101 York Street); and
 - i. Utilities, including water supply for fire suppression and electrical, from 101 York Street to 27 High Street.

for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority; and

5. Prior to certificate of occupancy for the condominium building at 101 York Street, the applicant shall provide a final, executed parking agreement meeting the standards of *Section 14-334* for review and approval by the Department of Public Works and the Planning Authority.

XII. ATTACHMENTS**PLANNING BOARD REPORT ATTACHMENTS**

1. Department of Public Services review (memo from Bill Scott, 6/9/17)
2. Traffic Engineer review (memo from Thomas Errico, 6/12/17)

APPLICANT'S SUBMITTALS

- A. Cover Letter
- B. Level III Site Plan Application
- C. Evidence of Right, Title, and Interest
- D. Quitclaim Deed Without Covenant
- E. Condominium Documents
- F. Parking Agreement

PLANS

- Plan 1. Approved, Recorded Subdivision Plat
- Plan 2. Approved, Recorded Subdivision Plat Notes
- Plan 3. New Division of Lots Plan
- Plan 4. Amended Subdivision Plat
- Plan 5. Amended Subdivision Plat Notes
- Plan 6. Condominium Plan



Helen Donaldson <hcd@portlandmaine.gov>

amended plat review - 101 York Street

William Scott <wgs@portlandmaine.gov>

Fri, Jun 9, 2017 at 10:33 AM

To: Helen Donaldson <hcd@portlandmaine.gov>

Cc: Lauren Swett <lszett@woodardcurran.com>, Katherine Earley <kas@portlandmaine.gov>

Hello Nell. Here are my review comments and questions:

The two biggest things that affect the City / Public aspects of this project are:

1. Neither the Revised Division of Lots Plan nor the Amended Subdivision Plat show the four granite monuments to-be-set as per the approved Subdivision Plan. These need to be added to these plans and we need to make sure that they get set as part of the ongoing construction project;

2. I see various references to a Public Pedestrian Easement Area along York Street. The Amended Subdivision Plat states that the applicant has already provided us with a Draft version of the easement, and that the easement will be recorded at the Registry of Deeds. Do we have a copy of the easement deed? Is it in Draft form or has it been conveyed? If it's been conveyed, has it been recorded? If it's in Draft form, I would like to review it unless Bill Clark already has done so.

The rest of my comments pertain to things that are not necessarily "Public" concerns but probably should be addressed:

1. One of the "new" boundary lines on the Amended Plat is labeled "75.48" feet. This line is shown as "79.78' feet on the Division of Lots Plan and in the proposed deed description. This label should be corrected;

2. I am a little confused by the way these two plans call off the Record Owners of the properties. The Title Block on the Amended Subdivision Plat says the record owner is 101 York Street LLC. The Title Block of the Revised Division of Lots Plan says the record owner is J. B. Brown & Sons. Although both plans do reference both record owners along with deed references and tax map-block-lot references in the plans' Notes, none of those labels appear in the plan view. Instead, the only labels are "New Lot A" and "New Lot B". I think it would be less confusing if either the New Lot designations were added to the Record Owner Notes or if the Record Owner info was added to the plan view;

3. The Surveyor's Certification includes the words "...with the exception of markers not set at all corners." on the Amended Subdivision Plat but it does not have the same exception listed on the Revised Division of Lots Plan. I think it belongs there as well.

The deed description is good although three of the courses are not shown on these revised/amended plans. Those courses do appear on the approved Subdivision Plan. I think the surveyor chose not to shown the existing boundary lines along the portion that abuts land currently owned by J. B. Brown. In other words, these two plans show the boundary lines after this deed is conveyed; they do not show the current boundary line between Brown and 101 York Street LLC.

Please let me know if you have any questions, comments or concerns, or if you'd like to meet to discuss any of this with me. Thanks Nell.

On Tue, May 30, 2017 at 10:52 AM, Helen Donaldson <hcd@portlandmaine.gov> wrote:

[Quoted text hidden]

--

Bill Scott, P.L.S.
Chief Surveyor
City of Portland, Maine
Department of Public Works
Engineering Division
207-874-8825



Helen Donaldson <hcd@portlandmaine.gov>

101 York Street - Parking Agreement Review Comments

Tom Errico <thomas.errico@tylin.com>

Mon, Jun 12, 2017 at 4:50 PM

To: Helen Donaldson <HCD@portlandmaine.gov>

Hi Nell – I have reviewed the draft parking agreement provided for the 101 York Street project and offer the following comments.

- The parking agreement unbundles parking from the purchase of the residential and commercial uses and establishes a monthly market rate parking fee program for those interested in paying for parking. Given that the agreement guarantees a sufficient parking supply (122 parking spaces) be allocated, I find the agreement to be generally acceptable.
- The applicant should note why the number of parking spaces allocated to the commercial or retail use decreased from 65 parking spaces to 59 parking spaces.
- The applicant shall provide information that documents how the parking facility will be managed and if open to the general public. Specifically, will patrons of the retail/restaurant uses have the ability to park in the facility, if the retail businesses do not lease parking spaces.
- The applicant shall note how parking for 27 High Street is being accounted for in the facility.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

TYLIN INTERNATIONAL

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Twitter | Facebook | LinkedIn | Google+

"One Vision, One Company"

J.B. Brown & Sons

10 Free Street, Suite 100
Portland, ME 04101
(207) 774-5908

May 1, 2017

Helen Donaldson
City of Portland Planning Division
389 Congress Street
Portland, Maine 04101

Re: Amended Subdivision Plan – 101 York Street, LLC

Dear Nell,

Per our discussions, 101 York Street, LLC, of which J.B. Brown & Sons is the sole Member, is applying to amend the subdivision plan approved by the Portland Planning Board on December 15, 2015.

The amended subdivision has two affects: (1) the creation and subdivision (up to 6 units) of a ground floor retail condominium unit and, (2) removes the parking garage from the condominium by transferring the structure to adjacent land owned by J. B. Brown & Sons. The requested modifications to the subdivision outline ownership and operational responsibilities, but do not make any on the ground physical changes to the original approvals.

Below is a general list of easements/rights that will be incorporated into the Condominium Declaration, deeds, and plats, and the Amended Subdivision Plan in order to accomplish the two items stated above:

1. Twenty foot (20') no-build area from the face of the condominium building extending onto the parking deck;
2. Common below surface foundation structure between the condominium building and parking garage;
3. Landscaped areas located on Lot B (JBB) to be maintained by the condominium;
4. Condominium 1st floor northerly storage room (next to mechanical room) that is accessed from 1st floor parking garage;
5. Pedestrian access door to 1st floor of condominium building from 1st floor garage;
6. Vehicle and pedestrian access to and from York Street and 1st floor garage through the condominium and over New Lot A;
7. Stormwater drainage from 1st floor garage through the Condominium to York Street;
8. Stormwater drainage from 2nd floor garage through the Condominium and 27 High Street to High Street, including the above ground drainage BMP - Bio-Cell adjacent to garage;
9. Utilities through Lot B (JBB) from Danforth Street to the Condominium (Lot A);

10. Utilities easement for Condominium (Lot A) over 27 High Street from Danforth Street;
11. Utilities easement from York Street for Lot B (JBB) over Condominium (Lot A);
12. Water supply for garage fire suppression from condominium building;
13. Garage electrical from condominium building, including site lighting, garage lighting, fire alarm and ventilation; and
14. Parking rights for the condominium owners on 122 parking spaces in the parking garage.

Please do not hesitate to contact me with any questions of concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vincent P. Veroneau", with a long horizontal flourish extending to the right.

Vincent P. Veroneau
President/CEO

PROJECT NAME:

York & High Condominium

PROPOSED DEVELOPMENT ADDRESS:

85-101 York Street, 42-70 Danforth Street

PROJECT DESCRIPTION:

Amend the subdivision plan to add the parking garage to Lot 40-C-9 and allow for
subdivision of the retail unit at 101 York Street condominium.

CHART/BLOCK/LOT: 40-C-5, 9

PRELIMINARY PLAN
FINAL PLAN

n/a (date)
(date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: 101 York Street, LLC c/o Vincent Veroneau Business Name, if applicable: Address: PO Box 207, 10 Free Street City/State : Portland, ME Zip Code: 04112	Applicant Contact Information Work #: (207) 774-5908 Home #: Cell #: Fax#: (207) 774-0898 e-mail: veroneau@jbbrown.com
Owner – (if different from Applicant) Name: 101 York Street, LLC c/o Vincent Veroneau Address: PO Box 207, 10 Free Street City/State : Portland, ME Zip Code: 04112	Owner Contact Information Work #: (207) 774-5908 Home #: Cell #: Fax#: (207) 774-0898 e-mail: veroneau@jbbrown.com
Agent/ Representative Name: Address: City/State : Zip Code:	Agent/Representative Contact information Work #: Home #: Cell #: Fax#: e-mail:
Billing Information Name: J.B. Brown & Sons c/o Vincent Veroneau Address: PO Box 207, 10 Free Street City/State : Portland, ME Zip Code: 04112	Billing Contact Information Work #: (207) 774-5908 Home #: Cell #: Fax#: (207) 774-0898 e-mail: veroneau@jbbrown.com

Engineer Name: Gorrill-Palmer Consulting Engineers c/o Al Palmer Address: PO Box 1237, 15 Shaker Road City/State : Gray, ME Zip Code: 04039	Engineer Contact Information Work #: (207) 657-6910 Home #: Cell #: Fax#: e-mail: APalmer@gorrillpalmer.com
Surveyor Name: Owen Haskell, Inc. c/o John Schwanda Address: 390 US Route 1 City/State : Falmouth, ME Zip Code: 04105	Surveyor Contact Information Home #: (207) 774-0424 Work #: Cell #: Fax#: (207) 774-0511 e-mail: jschwanda@owenhaskell.com
Architect Name: Address: City/State : Zip Code:	Architect Contact Information Work #: Home #: Cell #: Fax#: e-mail:
Attorney Name: Verrill Dana L.L.P. c/o David L. Galgay, Jr., Partner Address: One Portland Square City/State : Portland, ME Zip Code: 04112	Attorney Contact Information Work #: (207) 774-4000, x4514 Home #: Cell #: Fax#: e-mail: dgalgay@verrilldana.com
Designated person/person(s) for uploading to e-Plan: Name: Vincent Veroneau e-mail: veroneau@jbbrown.com Name: e-mail: Name: e-mail:	

APPLICATION FEES:

Level III Development (check applicable reviews) ☐ Less than 50,000 sq. ft. (750.00) ☐ 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 300,00 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) ☐ Plannin Staff Review (250) ☒ Plannin Board Review (500) The City invoices separately for the following : • Notices (.75 each) • Legal Ad (of total Ad) • Plannin Review (50.00 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 (1,500) ☐ Stormwater Quality (250) ☐ Subdivisions (500 + 25/lot) ☐ # of Lots ___ x 25/lot = _____ ☐ Site Location (3,500, 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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INSTRUCTIONS FOR ELECTRONIC SUBMISSION:

Please refer to the application checklist (attached) for a detailed list of submission requirements.

1. Fill out the application completely and e-mail the **application only** to plannin@portlandmaine.gov (Please be sure to designate a person who will be responsible for uploading documents and drawings.) This step will generate the project ID number for your project.
2. An invoice for the application fee will be e-mailed to you. Payments can be made on-line at [Pay Your Invoice](#), by mail or in person at City Hall, 4th Floor. Please reference the Application Number when submitting your payment which is located in the upper left hand corner of the invoice.
3. The designated person responsible for uploading documents and drawings will receive an email from epplan@portlandmaine.gov with an invitation into the project. At this time, you will upload all corresponding documents and plans into the project. For first time users you will receive a temporary password which you must change on entry. Make note of your username and password for any future projects.

Reminder: Before the project can move forward, the application fee shall be paid in full and all required documents and drawings shall be uploaded into e-plan correctly.

4. Follow the link below (Applyin Online Instructions) for step by step instructions on how to do the following :
 Tab 1 - Setting up the appropriate compatibility settings for your PC and getting started in e-plan.
 Tab 2 - Preparing your drawings, documents and photos for uploading using the correct naming conventions
 Tab 3 - Preparing and uploading revised drawings and documents

[Applyin Online Instructions](#)

5. When ready, upload your files and documents into the following folders:
 "Application Submittal – Drawings"
 "Application Submittal – Documents"

6. Once a preliminary check has been made of the submittal documents and drawings, staff will move them to permanent folders labeled Drawings and Documents. As the process evolves you will be able to log in and see markups, comments and upload revisions as requested into these folders.

APPLICANT SIGNATURE:

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.

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 III 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: 4/14/17
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PROJECT DATA

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

Total Area of Site	Parcel: 72,930 sq. ft.
Proposed Total Disturbed Area of the Site	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)	66,072 sq. ft.
Impervious Area (Total Proposed)	66,072 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	17,550 sq. ft.
Building Footprint (Total Proposed)	17,505 sq. ft.
Building Floor Area (Total Existing)	97,565 sq. ft.
Building Floor Area (Total Proposed)	97,565 sq. ft.
Zoning	
Existing	B-3
Proposed, if applicable	n/a
Land Use	Commercial, Parking
Existing	Residential
Proposed	
Residential, If applicable	
# of Residential Units (Total Existing)	63
# of Residential Units (Total Proposed)	63
# of Lots (Total Proposed)	
# of Affordable Housing Units (Total Proposed)	0
Proposed Bedroom Mix	
# 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	
# of Parking Spaces (Total Existing)	
# of Parking Spaces (Total Proposed)	211
# of Handicapped Spaces (Total Proposed)	8
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	20
# of Bicycle Spaces (Total Proposed)	20
Estimated Cost of Project	

4. Evidence of right, title and interest

The record owner of the subject property is J B Brown & Sons. Deeds granting the subject property to the applicant are the following:

- Book 4842 Page 336; 66-68 Danforth Street; Tax Lot 40-C-3 & 4
- Book 4156 Page 65; 60 Danforth Street; Tax Lot 40-C-5 & 9
- Book 34531 Page 339; 11 High Street Court; Tax Lot 40-C-18
- Book 27156 Page 179; 85 York Street; Tax Lot 40-C-25
- Book 24127 Page 341; 13 High Street Court; Tax Lot 40-C-33
- Book 24372 Page 292; 27 High Street; Tax Lot 40-C-21
- Book 26143 Page 287; 101 York Street; Tax Lot 40-C-22

A copies of all the deeds are attached.

4842/336

QUITCLAIM DEED
With Covenant
Corporate Grantor

40-C-3,4
66-68 Danforth

Known all Men by these Presents.

That DORSE CORPORATION, sometimes known as THE DORSE CORPORATION,
a Corporation organized and existing under the laws of the State of Maine
and having a place of business at Portland
in the County of Cumberland and State of Maine,
in consideration of One Dollar (\$1.00) and other valuable consideration,
paid by J. B. BROWN & SONS, a Corporation organized and existing
under the laws of the State of Maine and having a place of business
at said Portland
whose mailing address is 482 Congress Street, Portland, Maine

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,
and forever quitclaim unto the said J. B. BROWN & SONS, its successors and
assigns forever,

~~hereinabove described~~
A certain lot or parcel of land, with the buildings thereon, situated
on the southeasterly side of Danforth Street in said Portland, bounded
and described as follows: Beginning at a stake standing on the north-
easterly corner of land formerly owned by the late William Merrill;
thence southeasterly adjoining said Merrill's land about 102 feet to
a lane; thence on said lane 47 feet; thence running parallel with
said Merrill's land about 102 feet to Danforth Street; thence by
said Danforth Street 47 feet to the bounds first mentioned.

Also, another certain lot or parcel of land situated on the south-
easterly side of Danforth Street in said Portland, being bounded
and described as follows: Beginning on the southeasterly side of
said Danforth Street at the northeasterly corner of land formerly
of Michael F. Flaherty, being the parcel hereinabove described;
thence running southeasterly by the parcel hereinabove described 102
feet, more or less, to the northwesterly line of High Street Court;
thence running northeasterly by the northwesterly line of High Street
Court to the intersection of the northwesterly line of High Street
Court and the southwesterly line of a right of way known as Palermo
Road; thence running northwesterly by the southwesterly line of said
Palermo Road 102 feet, more or less, to the southeasterly side of
Danforth Street; thence running southwesterly by the southeasterly
side of said Danforth Street to the northeasterly corner of the parcel
first hereinabove described and the point of beginning.

Being the same premises conveyed to the Grantor by Mark Slotsky by
Deed dated September 5, 1972 and recorded in the Cumberland County
Registry of Deeds in Book 3293, Page 21.

This conveyance is made subject to real estate taxes of the City
of Portland for the municipal tax year July 1, 1981 through and in-
cluding June 30, 1982.

40-C-3, 4
66-68 Danforth

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. BROWN & SONS, its successors and assigns forever.

~~XXXXXXXXXXXX~~

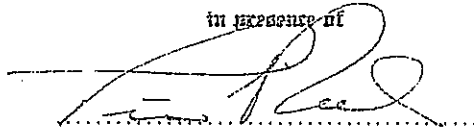
And the said Grantor Corporation does covenant with the said J. B. BROWN & SONS, its successors and

~~that it will warrant and defend~~ the premises to the said Grantee its successors ~~and assigns forever~~, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said DORSE CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Dorothy C. DeCosta, its President

thereunto duly authorized, this 25th day of the month of August A.D. 19 81.

Signed, Sealed and Delivered in presence of

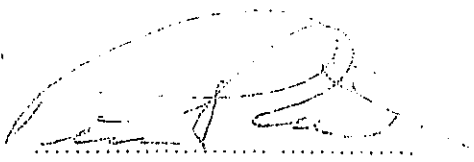


DORSE CORPORATION
(Corporate Name)
By Dorothy C. DeCosta
its President

State of Maine, County of Cumberland ss. August 25th 1981

Then personally appeared the above named Dorothy C. DeCosta, President of said Grantor Corporation 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 Corporation.

Before me,



AUG 25 1981
REGISTRY OF DEEDS COMMERCIAL COURT, MAINE
Received at 4:05 P.M. and recorded in
BOOK 48462 PAGE 236

Justice of the Peace
Notary Public
Attorney at Law

4156/65

(24)

4156/65

40-C-5,9

60 Bonfith St.

Know all Men by these Presents,

That MAINE NATIONAL BANK, a national banking association created and existing under the laws of the United States of America and having its principal place of business in Portland in the County of Cumberland and State of Maine,

~~INCORPORATED UNDER THE LAWS OF THE STATE OF MAINE~~

~~DOES~~

~~HEREBY~~

~~IN THE COUNTY OF~~

~~MAINE~~

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by J. B. BROWN & SONS, a corporation created and existing under the laws of the State of Maine and having its principal place of business in Portland in the County of Cumberland and State of Maine,

the receipt whereof it does hereby acknowledge, does hereby release,

bargain, sell and convey, and forever quit-claim unto the said J. B. Brown & Sons, its successors

and assigns forever,

a certain lot or parcel of land together with the buildings thereon situated in Portland in the County of Cumberland and State of Maine and bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Danforth Street and the southwesterly sideline of Maple Street;

Thence southeasterly by the southwesterly sideline of Maple Street one hundred thirteen and forty hundredths (113.40) feet, more or less, to land now or formerly of James E. McBrady & Son, Inc.;

Thence southwesterly by said McBrady land to a corner thereof;

Thence southeasterly by said McBrady land eighty-seven and seven hundredths (87.07) feet, more or less, to a corner thereof and the northwesterly sideline of York Street;

Thence southwesterly by said northwesterly sideline of York Street two hundred fifteen and twelve hundredths (215.12) feet, more or less, to land now or formerly of Joseph S. Pic;

Thence northwesterly by said Pic land one hundred fifty-two and forty hundredths (152.40) feet, more or less, to a corner thereof;

Thence southwesterly by said Pic land seventy-five (75) feet, more or less, to a corner thereof;

Thence continuing southwesterly by the southeasterly or rear line of the premises conveyed to Neilmark Corp. by deed of Margaret F. Connelley dated January 6, 1964 and recorded in the Cumberland County Registry of Deeds in Book 2796, Page 483 to a corner thereof;

Thence northwesterly by the southwesterly sideline of said Connelley land to said southeasterly sideline of Danforth Street;

Thence northeasterly by said southeasterly sideline of Danforth Street to the point of beginning.

Being the same premises conveyed to the Crown, Inc. by Neilmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 322, Page 322.

Also another certain lot or parcel of land together with any buildings thereon situated in Portland in the County of Cumberland and State of Maine and bounded and described as follows:

Beginning on the southeasterly sideline of Danforth Street at the northwesterly corner of the property conveyed by Neilmark Corp. to the Crown, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 322, Page 322.

Thence southwesterly by said southeasterly sideline of Danforth Street to Palermo Road, so-called, and sometimes known as King Place;

Thence southeasterly by the northeasterly sideline of Palermo Road one hundred two (102) feet, more or less, to an angle therein and continuing southeasterly by said sideline twenty-five and sixteen hundredths (25.16) feet, more or less, to a corner thereof formed by its intersection with the southeasterly sideline of High Street Court;

Thence southwesterly by said southeasterly sideline of High Street Court thirty-one and eighty hundredths (31.80) feet, more or less, to an angle therein and continuing southwesterly by said sideline thirty and thirty hundredths (30.30) feet, more or less, to land believed to be now or formerly of Maurice A. Libby and Patricia C. Libby;

Thence southeasterly by said Libby land one hundred forty-seven (147) feet, more or less, to land believed to be now or formerly of Cities Service Corp;

Thence northeasterly by said Cities Service Corp. land twenty-nine and eighty-one hundredths (29.81) feet, more or less, to land believed to be now or formerly of Josephine M. Pellett;

Thence on the following courses by said Pellett land:

Northwesterly fifty-four and fifteen hundredths (54.15) feet, more or less, to a corner thereof;

Thence northeasterly nine and sixty-eight hundredths (9.68) feet, more or less, to a corner thereof;

Thence northwesterly fifteen (15) feet, more or less, to a corner thereof;

Thence northeasterly thirty-eight and fifty-two hundredths (38.52) feet, more or less, to a corner thereof;

Thence southeasterly one hundred twenty-four and ninety-five hundredths (124.95) feet, more or less, to the northwesterly sideline of York Street;

Thence by said northwesterly sideline of York Street northeasterly thirty-four and thirty hundredths (34.30) feet, more or less, to land now or formerly of Joseph S. Pio;

Thence by the southwesterly sideline of said land of Joseph S. Pio northwesterly one hundred fifteen (115) feet, more or less, to an angle therein and continuing northwesterly by said sideline sixty-six and ninety-three hundredths (66.93) feet, more or less, to a corner thereof;

Thence by the property conveyed by Neilmark Corp. to Inn Crowd, Inc. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3408, Page 322 southwesterly to a corner thereof and thence northwesterly by said property to the southeasterly sideline of Danforth Street and the point of beginning.

Being the same premises conveyed to Inn Crowd, Inc. by Neilmark Corp. by deed, dated June 8, 1973 and recorded in said Registry of Deeds in Book 3408, Page 325.

Meaning and intending to convey and hereby conveying the same premises conveyed to Maine National Bank by Inn Crowd, Inc. by mortgage deed, dated January 23, 1976 and recorded in said Registry of Deeds in Book 3798, Page 127. Said mortgage was foreclosed by Maine National Bank and sold to Maine National Bank pursuant to a Judgement of Foreclosure and Sale entered in the Cumberland County Superior Court, located in Portland, Maine on July 1, 1977. Said deed to Maine National Bank was dated November 9, 1977 and recorded in said Registry of Deeds in Book 4130, Page 21.

60 Dmfr 11th 1977

40-2-5

On Here and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to the said J. B. Brown & Sons, its successors

And Assigns forever.

And the said Grantor Corporation does covenant with the said J. B. Brown & Sons, its successors

And Assigns, that it will Warrant and Inure and Defend the premises to the said Grantee, its successors and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said Maine National Bank

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Robert H. Harris, Jr., its Vice President

thereunto duly authorized, this thirtieth day of December in the year one thousand nine hundred and seventy-seven.

Signed, Sealed and Delivered in presence of

60

[Signature]

MAINE NATIONAL BANK By [Signature] Its Vice President

(Corporate Seal)

State of Maine. } ss. Cumberland

December 30, 1977

Personally appeared the above named Robert H. Harris, Jr., Vice President of said Grantor Corporation 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 corporation.

Before me,

DEC 30 1977

Notary Public.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE Received at [Signature] and recorded in

MAINE REAL ESTATE TAX PAID

40-C-18
11 High St. Ct.

72237 Bk-74561 Per 339

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS that I, Richard D. Cawley, a resident of Baldwinsville, County of Onondaga and State of New York, for consideration paid, GRANT to J. B. Brown & Sons, a Maine corporation, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, with QUITCLAIM COVENANTS, the land in Portland, County of Cumberland and State of Maine, bounded and described as follows:

PLEASE SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the said Richard D. Cawley has caused this instrument to be signed and sealed this 30th day of October, 2006.

[Signature]
Witness

[Signature]
Richard D. Cawley

State of New York
County of Onondaga ss.

October - 30, 2006

Personally appeared the above named Richard D. Cawley and acknowledged the foregoing to be his free act and deed.

Before me,

JOHN M. DELANEY
Notary Public, State of New York
Qualified in Onon. Co. No. 34-4511724
My Commission Expires 10/31/07

[Signature]
Notary Public/Attorney at Law
Print Name: John M. Delaney
Commission expires:

SCHEDULE A

A certain lot or parcel of land, with the buildings thereon, situated on the southeasterly side of High Street Court in said City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on said southeasterly side of said High Street Court at the northerly corner of land formerly of Bessie O. Farley; thence running northeasterly by said High Street Court, sixty-three and five tenths (63.5) feet to land conveyed by Chella M. Kelley to William W. Gallagher, et al, by deed dated September 8, 1944 and recorded in the Cumberland County Registry of Deeds in Book 1757, Page 70; thence southeasterly by said Gallagher land, one hundred forty-three and seven tenths (143.7) feet, more or less, to land formerly of Dugan; thence southwesterly by said Dugan land and land formerly of Bradley, sixty-eight and eight tenths (68.8) feet, more or less, to land formerly of Jacobs; thence northwesterly by said Jacobs land, land formerly of Holland and said Farley land, one hundred forty-three and one-half (143-1/2) feet, more or less, to High Street Court at the point of beginning.

Being the same premises conveyed by Richard D. Cawley, Domiciliary Foreign Personal Representative of the Estate of Steven Lee Cawley, deceased (testate), to Richard D. Cawley by Deed of Distribution by Personal Representative and recorded in the Cumberland County Registry of Deeds at Book 24141, Page 29, also being the same premises conveyed by Michael D. Athearn and Deborah J. Bell to Steven Lee Cawley by warranty deed dated March 16, 1979 and recorded in the Cumberland County Registry of Deeds at Book 4393, Page 98.

Received
Recorded Register of Deeds
Nov 02, 2006 11:03:35A
Cumberland County
John B. O'Brien

40-C-25

Doc#: 47529 Bk:27156 Pg: 179

pca desc.

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that ANTHONY P. MEZOIAN, of South Portland, County of Cumberland, State of Maine, and ANTHONY P. MEZOIAN, Trustee, ANN L. MEZOIAN FAMILY TRUST, Article 5, u/t/a dated February 14, 2008, each the holder of a fifty percent (50%) tenant-in-common interest, for consideration paid, grant to J.B. BROWN & SONS, a Maine corporation with a mailing address of 36 Danforth Street, P.O. Box 207, Portland, Maine 04112 with QUITCLAIM COVENANT that certain real property located in Portland, Maine more particularly described in Schedule A annexed hereto and incorporated by reference herein.

MEANING AND INTENDING to describe and convey, and hereby conveying, the same premises conveyed (i) to Anthony P. Mezoian and Ann Lee Mezoian, as joint tenants, by Warranty Deed from Josephine M. Newlander dated November 17, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4842, Page 296, and (ii) to Anthony P. Mezoian in his capacity as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008, by Deed of Distribution by Personal Representative (Testate) from Anthony P. Mezoian in his capacity as the duly appointed and acting personal representative of the Estate of Ann L. Mezoian, dated April 14, 2009 and recorded in said Registry of Deeds in Book 27063, Page 81.

WITNESS my hand and seal this 5th day of August, 2009.

WITNESS

Anthony P. Mezoian
 Anthony P. Mezoian, both in his individual capacity and as Trustee of the Ann L. Mezoian Family Trust Article 5, u/t/a dated February 14, 2008

MAINE REAL ESTATE TAX PAID

SCHEDULE A

A certain lot or parcel of land with the buildings thereon, situated on the northerly side of York Street in said Portland, and bounded and described as follows:

Beginning on the northerly side line of said York Street at a point distant thirty- four and three tenths (34.3) feet southwesterly from easterly corner of Catherine Clary's lot purchased of John B. Brown in 1873; thence northwesterly upon a line drawn parallel to and distant three (3) inches from the northeasterly side of the house formerly standing on the lot hereby conveyed to land now or formally of one King; thence southwesterly by said King land to land now or formerly of one Fagan; thence southeasterly by said Fagan's land and land now or formerly of one McQuade to said York Street; thence northeasterly by said York Street sixty-seven and one-third ($67 \frac{1}{3}$) feet to the first bound.

STATE OF MAINE
CUMBERLAND, SS

Augustth 5, 2009

Personally appeared before me the above-named Anthony P. Mezoian and acknowledged the foregoing to be his free act and deed.


Notary Public/Attorney at Law
Printed Name: David G. Gay
My commission expires: / /

Received
Recorded Register of Deeds
Aug 05, 2009 10:37:47A
Cumberland County
Pamela E. Lovley

24127/341

40-C-33

13 High St. Ct.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, THAT BETH GIDEON, of Sammamish, Washington (the "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by J.B. BROWN & SONS, a Maine corporation (the "Grantee"), whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine 04112, the receipt whereof the Grantor does hereby acknowledge, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, with Warranty Covenants, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, and being more particularly described as follows:

MAINE REAL ESTATE TAX PAID

Beginning at a stake on the southeasterly side of High Street Court, which stake is sixty-three and five tenths (63.5) feet northeasterly along High Street Court from the northerly corner of land now or formerly of Bessie O. Farley; thence running South 39° 49' East one hundred forty-three and seventh tenths (143.7) feet as surveyed to the lands now or formerly of said Walter M. Durgan; thence northeasterly along this said land now or formerly of said Durgan eighteen and two tenths (18.2) feet to a stake in the southwesterly line of lands now or formerly of Mary E. Fagan; thence North 37° 13' West along the land of said Mary E. Fagan one hundred forty-four (144) feet as surveyed to a stake in said southeasterly side of said High Street Court, which is the westerly corner of the land of said Mary E. Fagan; and thence southwesterly along the said southeasterly side of said High Street Court twenty-four and five tenths (24.5) feet to the point of beginning.

Being the premises conveyed to Beth Gideon by Hildredth & White by Warranty Deed dated November 12, 1998 and recorded in the Cumberland County Registry of Deeds in Book 14304, Page 180.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed under seal this 28th day of the month of June, 2006.

WITNESS:

[Signature]

[Signature]
Beth Gideon

6/28/2006

40-C-21

24372/292

27 High St.
JB8 - Purchasing 11/19/2013

Doc# 60750 Bk:24372 Pg: 292

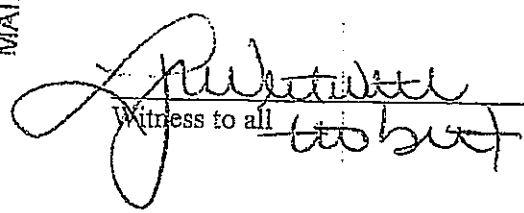
File Number 60663

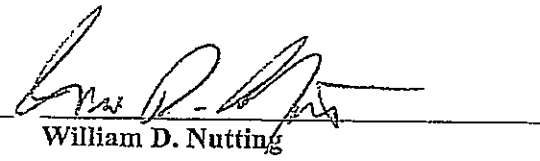
WARRANTY DEED
Maine Statutory Short Form

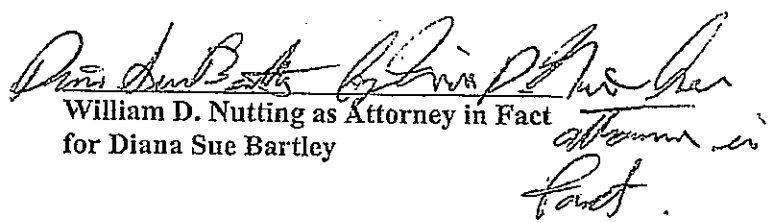
MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, That I/we William D. Nutting and Diana Sue Bartley, formerly known as Diana S. Nutting, of the City/Towns of Saco and Clinton in the State of Maine, for consideration paid, grant(s) to Thomas L. McGinniss whose mailing address is 690 Congress St, Apt 34, Portland, Maine 04102, with **WARRANTY COVENANTS**, the real property situated in Portland, County of Cumberland and State of Maine more particularly described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands(s) and seal(s) this 15th day of September, 2006.


Witness to all

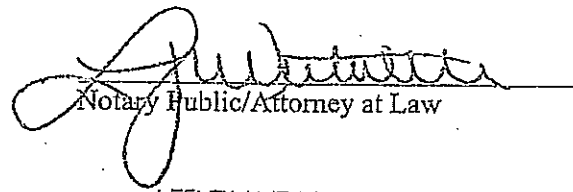

William D. Nutting


William D. Nutting as Attorney in Fact
for Diana Sue Bartley

State of Maine
County of Cumberland, ss.

September 15, 2006

Personally appeared before me the above named William D. Nutting and acknowledged the foregoing instrument to be his/her/their free act and deed and in his said capacity as attorney in fact for Diana Sue Bartley.


Notary Public/Attorney at Law

LESLEY J. WENTWORTH
Notary Public, Maine
My Commission Expires November 12, 2006

EXHIBIT A
(DEED)

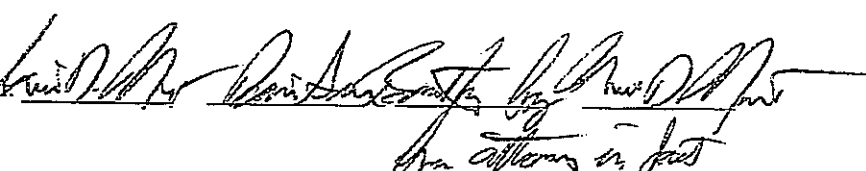
A certain lot or parcel of land situated on the northeasterly side of High Street in Portland, with the buildings thereon, and bounded and described as follows, to wit:

Commencing at the northwesterly corner of land now or formerly belonging to the Estate of J.B. Libby; thence northeasterly on the line of said Libby land eighty (80) feet, more or less, to land now or formerly of James Bradley Estates; thence northerly on the line of said Bradley Estate fifty three (53) feet to land formerly of Nicholas A. Jacobs, deceased; thence westerly on said Jacobs' land eighty (80) feet, more or less, to said High Street; thence southerly on the line of said High Street fifty three (53) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises described in a deed to Diana S. Nutting, now known as Diana Sue Bartley, and William D. Nutting dated August 31, 1993 and recorded in the Cumberland County Registry of Deeds in Book 10995, Page 31.

Received
Recorded Register of Deeds
Sep 15 2006 03:24:07P
Cumberland County
John B O'Brien

Reviewed and Approved


Diana Sue Bartley
William D. Nutting

26143/287

40-C-22
101 York st.

QUITCLAIM DEED with COVENANT
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that **ALLIANCE ENERGY LLC**, a
Massachusetts limited liability company, formerly being a Massachusetts corporation known as
Alliance Energy Corp., with a principal place of business in Lexington, Massachusetts, for
consideration paid, GRANTS to **HARBORVIEW, LLC**, a Maine limited liability company of
Portland, Maine, whose mailing address is 482 Congress Street, P.O. Box 207, Portland, Maine
04112, with QUITCLAIM COVENANT, the real estate in the City of Portland, County of
Cumberland, and State of Maine, described as follows:

See Schedule A attached hereto.

Being the same premises described in a certain deed from Snow Flake Canning
Company and Downeast Energy Corp. to Alliance Energy Corp. dated December 1, 2001, and
recorded in the Cumberland County Registry of Deeds in Book 17040, Page 159.

Reference is made to Articles of Entity Conversion filed with the Massachusetts
Secretary of the Commonwealth on May 14, 2008.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and
scaled on June 18, 2008.

MAINE REAL ESTATE TAX PAID

ALLIANCE ENERGY LLC

By: [Signature]
Andrew Slifka, its Manager

[Signature]
Witness

Commonwealth of Massachusetts
County of Middlesex, ss

On this 18th day of June 2008, before me, the undersigned notary public, personally
appeared Andrew Slifka, proved to me through satisfactory evidence of
identification, which was personal knowledge of the identification of Andrew Slifka,
to be the person whose name is signed on the preceding or attached document and
acknowledged to me that he signed it voluntarily for its stated purpose as
President of Alliance Energy LLC

SEAL

[Signature]
Notary Public
My commission expires

 MARY ELLEN WALSH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 18, 2011

Schedule A

A certain lot or parcel of land located in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of High Street and the northwesterly sideline of York Street;

Thence North 37° 45' 00" West along the northeasterly sideline of High Street 96.58 feet to the most southerly corner of land now or formerly of the Estate of Kathryn P. Conroy;

Thence North 53° 00' 00" East along said Conroy land 84.41 feet to the easterly corner thereof;

Thence North 33° 01' 00" West along said Conroy land and land now or formerly of Irving L. Shaw and Helen J. Shaw 66.76 feet to the most southerly corner of land now or formerly of Steven Lee Cawley;

Thence North 49° 50' 00" East along said Cawley land and land now or formerly of Beth Gideon 90.55 feet to a point;

Thence North 57° 26' 00" East along land now or formerly of J.B. Brown 29.01 feet to a point on the southwesterly boundary of land now or formerly of Anthony P. Mezoian and Ann Lee Mezoian;

Thence South 33° 33' 00" East along said Mezoian land 91.34 feet to a point on the northwesterly sideline of York Street;

Thence South 25° 47' 30" West along said sideline of York Street 75.15 feet to a point;

Thence South 31° 12' 00" West along said sideline of York Street 90.07 feet to a point;

Thence South 45° 16' 00" West along said sideline of York Street 51.63 feet to the point of beginning. Containing 21,836 square feet, more or less.

Bearings are magnetic based upon the year 1960. Reference is made to a survey entitled "ALTA/ACSM Land Title Survey on High St and York St, Portland, Maine made for Alliance Energy Corp." prepared by Owen Haskell, Inc. dated October 30, 2001.

Received
Recorded Register of Deeds
Jun 19, 2008 02:01:10P
Cumberland County
Pamela E. Lovley

WHEN RECORDED RETURN TO:

VERRILL DANA, LLP

One Portland Square

Portland, ME 04112-0586

Attention: David L. Galgay, Jr.

QUITCLAIM DEED WITHOUT COVENANT
(Release Deed)

101 YORK STREET, LLC, a Maine limited liability company, of Portland, Maine (“Grantor”), for consideration paid, hereby RELEASES to **J.B. BROWN & SONS**, a Maine corporation, with a mailing address of P.O. Box 207, Portland, Maine 04112-0207 (“Grantee”) certain real property, together with any improvements thereon, located in the City of Portland, Cumberland County, Maine and more particularly described as follows:

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

Beginning at a point on the southerly side of the land now or formerly of 75 York Street LLC (see Book 18821, Page 252), which point is located N 52° 36' 06" W a distance of 35.54 feet as measured along said land from the southernmost corner of said land on the westerly sideline of York Street;

Thence, S 37° 27' 18" W by the remaining land of 101 York Street, LLC and in part by the edge of the building on said land 79.78 feet;

Thence, S 44° 19' 52" E by the remaining land of 101 York Street, LLC and by the edge of the building on said land 0.32 feet;

Thence, S 09° 04' 06" W by the remaining land of 101 York Street, LLC and by the edge of the building on said land 60.85 feet;

Thence, S 37° 20' 01" W by the remaining land of 101 York Street, LLC 55.96 feet to the land now or formerly of J.B. Brown & Sons known as 27 High Street;

Thence, N 54° 21' 58" W by said land now or formerly of J.B. Brown & Sons 16.79 feet;

Thence, S 35° 38' 02" W by said land now or formerly of J.B. Brown & Sons

13.20 feet to the land now or formerly of Berno Tavicz Properties, LLC (Book 23547, Page 90);

Thence, N 49° 37' 58" W by said land now or formerly of Berno Tavicz Properties, LLC 10.77 feet;

Thence, N 53° 32' 38" W by said land now or formerly of Berno Tavicz Properties, LLC and by the land now or formerly of John F., Jr. and Linda M. Mixon (Book 28627, Page 8) and by the land now or formerly of Linda and Darrin Sacre (Book 16235, Page 317) and across the end of High Street Court 175.34 feet to the land now or formerly of West Company (Book 12982, Page 109);

Thence, N 32° 51' 02" E by said land now or formerly of West Company 74.58 feet;

Thence, N 50° 00' 47" W by said land 23.68 feet to the land of J.B. Brown & Sons;

Thence, the following courses by the land of J.B. Brown & Sons:

N 38° 24' 01" E a distance of 130.70 feet;

S 52° 36' 06" E a distance of 43.77 feet;

N 47° 15' 37" E a distance of 6.88 feet to the land now or formerly of 75 York Street LLC;

Thence, S 47° 45' 29" E by said land now or formerly of 75 York Street LLC 88.73 feet;

Thence, S 52° 36' 06" E by said land now or formerly of 75 York Street LLC 67.18 feet to the point of beginning.

BEING a portion of the premises conveyed to 101 York Street, LLC by J.B. Brown & Sons by deed dated April 27, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33066, Page 241.

The above described premises are conveyed TOGETHER WITH the right and easement to access, maintain and repair the underground common foundation structure situated along and near the common boundary between the Grantor's property and the premises hereby conveyed supporting both the northwesterly side of the building located on the Grantor's property and the southeasterly side of the parking structure located on the property hereby conveyed (the "Common Foundation Easement"). The foregoing Common Foundation Easement is given subject to the following limitations:

(a) Each party will give proper written notice to the other party of its intent to work within the Common Foundation Easement, which notice shall include the nature of the intended work and the estimated length of time the intended work will take;

(b) The work on of the Common Foundation Easement shall (except in the event of an emergency) be restricted to weekdays during the hours of 8:00 a.m. to 5:00 p.m. with no work on weekend days or holidays;

(c) All work done on, or other use made of the Common Foundation Easement, shall be in accordance with all federal, state and local laws, with all applicable permits and approvals having been obtained by the party doing the work on the Common Foundation Easement in advance of any such work;

(d) All work done on, or other use made of the Common Foundation Easement, shall be by competent licensed and bonded professionals;

(e) All work done, or other use made of the Common Foundation Easement, shall be in a safe manner and in such a manner as not to pose a health or safety risk to Grantee and Grantor, and their respective invitees, licensees, guests and the like;

(f) Any and all destruction of or disturbance of the other party's property shall be replaced or restored to its original condition at the sole cost of the party conducting the work on the Common Foundation Easement;

(g) The party conducting the work on the Common Foundation Easement will be liable for all damages or other liabilities or claims resulting from the use of the Common Foundation Easement by such party or its agents, licensees, invitees or employees, and in furtherance, but not in limitation, thereof, the party conducting the work agrees to indemnify and hold harmless the other party for any liability, claim, damage, loss or cost, including reasonable attorneys' fees, arising out of the exercise of such party's work on the Common Foundation Easement;

(h) Any materials used or debris generated by the party conducting the work on the Common Foundation Easement, or such party's agents, licensees, invitees or employees will be cleaned and removed no less frequently than daily, except for any staging or similarly constructed apparatus used in the proper exercise of such party's right under the Common Foundation Easement, provided that any staging or related structure is removed after such party's work (which was noticed to the other party as described in paragraph (a) above) is completed;

(i) For so long as there are buildings or structures on both sides of the common boundary between the Grantor's and Grantee's parcels being supported by the underground common foundation structure, each time that any maintenance, repair or rebuilding is necessary to maintain the commonly used portion of the underground common foundation structure in good repair and condition, or to restore the commonly used portion of the underground common foundation structure following any damage or destruction by fire or other casualty, the cost and expense of such maintenance, repair, rebuilding and restoration shall be divided equally between the two owners of the abutting parcels. In the event, however, that any uninsured damage occurs which is due to the negligence or intentional acts of only one of the two owners or such owner's agent, such negligent or liable party shall be responsible for all such costs and expenses resulting from or attributable to such conduct.

(j) The Common Foundation Easement and the rights and obligations set forth in this Deed shall be preserved and maintained so long as either party desires to maintain the building or structure supported by the said underground common foundation structures.

(k) In the event that either party elects to demolish its building or parking garage structure, such demolition shall not disturb the underground common foundation structure and the party undertaking the same shall be responsible for leaving the said underground common foundation structure supporting the other party's building or structure.

ALSO, the above-described premises are conveyed together with, and subject to, the following certain non-exclusive rights and easements, in common with the Grantor, its successors and assigns:

(1) a pedestrian access to and from the lower level of the parking garage situated on the property hereby conveyed to the first floor of the condominium building located on the abutting Grantor's property, including the storage room and the mechanical room therein, as depicted as easement 8D on that certain Amended Subdivision Plat dated May 11, 2017, and recorded in said Registry of Deeds in Plan Book _____, Pages ____ and ____ (the "Plat");

(2) vehicular and pedestrian access, utilities services (as defined in 33 MRSA Section 458), and stormwater drainage to and from York Street through the access way on the northerly side of the condominium building (as depicted on the Plat as 8F and 8G easements), in common with the Grantor, its successors and assigns, to the premises hereby conveyed, for purposes of ingress and egress to and from the lower level of the parking garage situated thereon, including the right, at Grantee's sole expense, to install access gates to and from the parking area, electronic ticket control equipment, cameras and security fencing that limits public access (vehicle and pedestrian) to the Grantee's parking garage. Grantee, its successors and assigns,

shall have the sole liability and obligation to maintain the foregoing access easement, including, without limitation, snow-plowing, ice removal, sanding and liability insurance. Grantee, its successors and assigns, agrees to indemnify and hold Grantor, its successors and assigns, harmless from and against any and all liability, loss, cost, damage or expense, including court costs or fees related to litigation or alternative dispute resolution and attorneys' fees, incurred by Grantor, and its successors and assigns, as a result of or in connection with the use of the aforesaid access easement on Grantor's property by Grantee or Grantee's employees, agents, or contractors, except to the extent attributable to the misconduct or gross negligence of Grantor or its employees, agents or contractors. Said easement shall run with the land and be for the benefit of the Grantee, its successors and assigns, their tenants, agents, and business invitees, in common with the Grantor, its successors and assigns.

(3) Grantor and Grantee, and their respective successors and assigns, each to the other hereby grants the limited right and easement to enter onto the other owner's land and to erect temporary staging or scaffolding thereon in connection with any maintenance and repairs to the improvements on its own land (the "maintenance access easement"). Each owner, as applicable, shall be responsible for any damage caused to any portion of the other owner's land, the other owner's improvements thereon or the other owner's contents located on the such owner's land arising from its respective exercise of the maintenance access easement rights. Any materials used or debris generated by an owner, its agents, licensees, invitees or employees in the exercise of its rights under maintenance access easement will be cleaned and removed no less frequently than daily, except for any temporary staging or scaffolding or similarly constructed apparatus used in the proper exercise of such owner's rights under the maintenance access easement, provided that any such staging or related structure shall be removed after such owner's maintenance or repair is completed. Each owner agrees to give the other owner notice at least seventy-two (72) hours in advance of exercising the maintenance access easement, except in emergencies. All work done in the exercise of the maintenance access easement, shall be in accordance with all federal, state and local laws, with all applicable permits and approvals having been obtained by the owner doing the work in advance of any such work. All work done in connection with the maintenance access easement, shall be by competent licensed and bondable professionals, provided however, that minor tasks such as cleaning need not be performed by bonded professionals. All work done in connection with the maintenance access easement, shall be in a safe manner and in such a manner as not to pose a health or safety risk to the owners, and their respective invitees, licensees, guests and the like, or to the public. All work done in connection with the maintenance access easement, shall be done with minimal interference with the business of the burdened owner and its respective invitees, licensees, guests, customers, clients and the like. Any and all destruction of, damage to, or disturbance of the other owner's property shall be repaired, replaced or restored to its original condition at the sole cost of the owner accessing the other owner's land under the maintenance access easement. The burdened owner shall not be liable to the owner exercising its rights under the maintenance access easement for any cost or expense relating to or arising from the maintenance access easement or its use. Each owner agrees to indemnify and hold harmless the other owner for any liability, claim, damage, loss or cost, including reasonable attorneys' fees, arising out of the exercise of

such owner's rights applicable to this maintenance access easement.

The premises hereinabove conveyed are ALSO SUBJECT TO that non-exclusive perpetual right, privilege and easement for the benefit of the Grantor and the Grantee and each of Grantor's and Grantee's successors and assigns, for the purpose of a common area plaza, patio, landscaping and fire lane/emergency vehicle access for ingress and egress to each party's property, said easement area is located on a portion of real property at and near 27 High Street in Portland, Maine, and conveyed to the Grantee by deed from Thomas L. McGinnis dated November 15, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31169, Page 134; and being the easement area more particularly depicted on the Plat as the 1 and 8K easements (the "27 High Street Easement"). The 27 High Street Easement shall also be for the installation and maintenance of utilities, including "utilities services" as defined in 33 MRSA Section 458. Neither Grantor nor Grantee, and their respective successors or assigns, shall have the right to construct any structures or park any vehicles or otherwise obstruct the fire lane access for emergency vehicles and emergency personnel within the 27 High Street Easement. Grantor, its successors or assigns, hereby agrees that it shall be solely responsible for all costs, expenses, maintenance, repairs, landscaping, insurance and other obligations associated with the 27 High Street Easement.

FURTHER, the premises hereinabove conveyed are ALSO SUBJECT TO and BENEFITED BY any and all rights, easements, privileges and appurtenances belonging to or benefiting both the Grantor's land (i.e., "New Lot A" as shown on the Plat) and the real property conveyed to Grantee hereby, as applicable, together with the easements, rights, benefits and terms thereof as set forth in (i) that certain Mutual Maintenance Easement Agreement between the Grantee and 75 York Street LLC dated April 22, 2016 and recorded in said Registry of Deeds in Book 33066, Page 91, (ii) that certain Temporary Construction Easement Agreement between the Grantee and 75 York Street LLC dated April 25, 2016 and recorded in said Registry of Deeds in Book 33066, Page 83. The Grantor herein reserves to itself, its successors and assigns, such rights, easements, privileges and appurtenances acquired by each of the foregoing instruments applicable to the remaining land of Grantor, as applicable (i.e., "New Lot A" as shown on the Plat), and (iii) that certain Stormwater Drainage System Maintenance Agreement dated May 16, 2017 and recorded in said Registry of Deeds in Book 33102, Page 305.

This conveyance is ALSO SUBJECT TO the following restriction for the benefit of the Grantor's land and the Grantee's land hereby conveyed, to wit: that from the date of delivery of this deed, neither Grantor nor Grantee, and their respective successors and assigns, shall have the right to construct any new structures or park any vehicles or otherwise obstruct the surface area depicted as the easement area more particularly depicted as the "dotted" legend area labeled "20' Wide Easement & Restriction Area" on Exhibit B attached hereto and as shown on the Plan (the "No Build Area"). The Grantor shall also be solely responsible for maintaining the landscaping located on the 20' Wide Easement & Restriction Area and on the land hereby conveyed and depicted as Easement 8C.

The easement rights, obligations and restrictions created hereby shall be rights, obligations and restrictions running with the land and shall be binding upon and inure to the benefit of the owner of premises hereby conveyed and the Grantor, and their respective successors and assigns.

NOTICE: A PORTION OF THE INTEREST CONVEYED HEREBY LOCATED ON THE SOUTHERLY SIDE NEAR THE INTERSECTION OF YORK AND HIGH STREET (AND APPLICABLE SOLELY TO THE GROUND FLOOR OF THE BUILDING THEREON) IS SUBJECT TO AN AMENDED AND RESTATED DECLARATION OF ENVIRONMENTAL COVENANT DATED FEBRUARY 15, 2017, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON MARCH 6, 2017 IN BOOK 33864, PAGE 63, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.

BEING a portion of the premises conveyed to 101 York Street, LLC by J.B. Brown & Sons by deed dated April 27, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33066, Page 241.

[Signature Page Follows]

IN WITNESS WHEREOF, 101 York Street, LLC has caused this instrument to be executed by J.B. Brown & Sons, its Managing Member, thereunto duly authorized, this ____ day of June, 2017.

101 YORK STREET, LLC
By: J.B. Brown & Sons,
its Managing Member

By: _____
Vincent P. Veroneau
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND

June __, 2017

Then personally appeared before me the above-named Vincent P. Veroneau, President of J. B Brown & Sons, the Managing Member of 101 York Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of 101 York Street, LLC.

Notary Public/Attorney-at-Law
Print Name: _____
My Commission Expires: _____

PARKING AGREEMENT

This Agreement made and entered into this ____ day of _____, 2017 by and between J.B. BROWN & SONS, a Maine corporation with a mailing address of P.O. Box 207, Portland, Maine 04112-0207, or assigns (hereinafter referred to as the “JBB”) and 101 YORK STREET, LLC, a Maine limited liability company having a mailing address of P.O. Box 207, Portland, Maine 04112-0207 (hereinafter referred to as the “Developer”).

WITNESSETH:

WHEREAS, the Developer has constructed a mixed-use condominium located on the westerly side of York Street, at the intersection of York Street and High Street, in Portland, Maine, known as the “High & York Condominium” (the “Condominium”); and

WHEREAS, the Condominium has sixty-four (64) Units consisting of: (i) One (1) Retail Unit that may be subdivided into up to six (6) retail units (the “Retail Unit”), and (ii) sixty-three (63) residential dwelling units (hereinafter, the “Residential Units”)

WHEREAS, JBB owns the adjacent two-level parking structure on the northwesterly side of the Condominium (the “Parking Garage”).

WHEREAS, pursuant to the local land use approvals under site review and subdivision the Developer requires one hundred twenty-two (122) off-street parking spaces for the Condominium (“City Parking Requirements”); and,

WHEREAS, because there is no available site on the Condominium property for off-street parking and the Parking Garage property has a common boundary with the Condominium, JBB has agreed, on the terms hereinafter set forth, to provide the Developer, its successors and assigns, with the opportunity to meet its City Parking Requirements; and

WHEREAS, the Developer wishes to receive the assurance from JBB that JBB has available, sufficient off-street parking spaces to meet the Developer’s City Parking Requirements.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. JBB agrees to maintain a minimum of one hundred twenty-two (122) parking spaces within the Parking Garage to be leased to Condominium unit owners as follows (the “Lease Spaces”):

- (a) as to the Residential Units, each residential Unit, as appurtenant to and for the benefit of a residential Unit, said unit shall have the right to lease one (1) non-exclusive parking space in the Parking Garage from JBB at the then current market rate for monthly parking; and

- (b) as to the Retail Unit, as appurtenant to and for the benefit of the said Retail Unit, said unit shall have the right to lease fifty-nine (59) non-exclusive parking spaces in the Parking Garage from JBB at the then current market rate for monthly parking.

2. In no event shall JBB be obligated to provide more than one hundred twenty-two (122) Lease Spaces to the Condominium unit owners.

3. Each unit owner that desires to lease a parking space in the Parking Garage from JBB shall enter into a monthly parking agreement directly with JBB.

4. Notwithstanding the foregoing, Developer acknowledges that JBB will be performing major construction on the northerly area of the upper level of the Parking Garage in the near future, and during such construction Developer acknowledges that JBB may arrange for some or all of the Lease Spaces to be temporarily located within an area no more than four (4) blocks from the Condominium.

5. The lease payments for the Lease Spaces shall be paid directly by the applicable unit owner to JBB, or its designee, during the term of each unit owner's parking lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space lessees. The use of the Parking Garage is also subject to such reasonable rules and regulations as JBB may from time to time promulgate which may include, but not limited to, safety, security, vehicle size, vehicle height and traffic control.

6. The term of this Agreement shall be for a period of twenty (20) years, commencing on the date on which the first occupant of the Condominium moves in (retail or residential) and ending on the twentieth (20th) anniversary of said date. Developer (or the Condominium owner's association as successor to the Developer) shall have the right, to be exercised by written notice to JBB, given no earlier than one hundred twenty (120) days and no later than sixty (60) days prior to the expiration of the then-current term, to extend the term of this Agreement for up to three (3) additional periods of five (5) years each upon the conditions set forth in this Agreement (each five (5) year period requires separate notice of extension as aforesaid). Notwithstanding that the Developer (or the Condominium owner's association as successor to the Developer) shall have failed at any time to have given written notice to JBB at least sixty (60) days prior to the expiration of the applicable term, the Developer's right to extend the term of this Agreement shall nevertheless continue until fifteen (15) days after JBB shall have given the Developer (or the Condominium owner's association as successor to the Developer) written notice of its failure to so extend. It is further agreed by the undersigned parties that in the event the local land use laws reduce the number of off-street parking spaces necessary to meet the City Parking Requirements, then upon no fewer than one hundred twenty (120) days prior written notice to the Developer (or the Condominium owner's association as successor to the Developer), JBB may reduce the number of Lease Spaces to the then City Parking Requirements.

7. JBB shall maintain the Parking Garage in good condition and to commercially reasonable standards for similar parking facilities.

8. JBB reserves the right at any time to make alterations to the Parking Garage; provided, however, except as otherwise set forth in Section 4 above, the availability of parking spaces in the Parking Garage to meet the Condominium's City Parking Requirements shall not be reduced.

9. If any term or provision in this Agreement is invalid or contrary to law, the remaining terms of the Agreement shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Maine.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Developer shall have the unconditional right to assign this Agreement to any successor owner of the Condominium.

11. JBB agrees to execute a Memorandum of this Agreement which the Developer may record in the Cumberland County Registry of Deeds. The date set forth in the Memorandum of Agreement is for recording purposes only and bears no reference to commencement of either the term or rent payments.

IN WITNESS WHEREOF, JBB and Developer have executed this Parking Agreement as of the day and year first above written.

J.B. BROWN & SONS

By: _____
Vincent P. Veroneau
Its President

101 YORK STREET, LLC

By: J.B. Brown & Sons,
its Managing Member

By: _____
Vincent P. Veroneau
Its President

DRAFT (05-01-2017)

DECLARATION OF CONDOMINIUM
FOR THE
YORK & HIGH CONDOMINIUM
PORTLAND, CUMBERLAND COUNTY, MAINE

DECLARANT:
101 YORK STREET, LLC

**DECLARATION OF CONDOMINIUM
FOR THE
YORK & HIGH CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the ____ day of _____, 2017, by 101 YORK STREET, LLC, a Maine limited liability company, with a business address of 10 Free Street, Suite 100, Portland, Maine 04112-0207 (the "Declarant"), for itself, its successors and assigns.

BACKGROUND

Declarant is the owner of that certain real property consisting of a parcel of land situated at or near 25 High Street and 101 York Street in Portland, Cumberland County, Maine, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate"). Declarant intends to develop the Real Estate as shown on the Plats and Plans (as hereinafter defined) as a mixed-use condominium to be known as the "York & High Condominium". Declarant is recording this Declaration to create a condominium with respect to the Real Estate and the improvements constructed and to be constructed thereon pursuant to the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.* (the "Act"), subject to all the terms and conditions hereof.

WITNESSETH:

NOW, THEREFORE, the Declarant hereby declares and covenants, for itself and its successors and assigns, that the Real Estate and all buildings and improvements now or hereafter constructed thereon are and shall be held, transferred, sold, conveyed, divided, subdivided, used, occupied, improved, and encumbered under and subject to the covenants, restrictions, charges, liabilities, liens, easements and conditions set forth in this Declaration, all of which shall run with the Real Estate and each of the Units (as hereinafter defined), and all buildings and other improvements now or hereafter constructed thereon, as follows:

ARTICLE I - DEFINITIONS; CONSTRUCTION AND INTERPRETATION

1.01 Act Definitions and Section References. Capitalized terms used herein that are defined in the Act shall have the meanings ascribed to them in the Act. Terms that are defined in the Act and that are also defined herein shall have the general meanings ascribed to them in the Act and, in addition, the specific meanings ascribed to them in this Declaration.

1.02 Defined Terms. Supplementing the terms defined in the Act and elsewhere in this Declaration, the following terms, when used herein, shall have the meanings ascribed to them in this Section 1.02:

“Act” - the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time, or any successor statute governing condominiums in the State of Maine.

“Assessments” - amounts levied or assessed by the Association against the Units from time to time, pursuant to this Declaration and the Act, including (without limitation) Assessments for General Common Expenses, Limited Common Expenses (to the extent provided herein), Special Assessments and amounts assessed as a special allocation of Common Expenses pursuant to the Act. The term “Assessments” also includes amounts levied and assessed as fines, late charges, collection costs and attorneys’ fees pursuant to any of the Condominium Documents.

“Association” - the “York & High Condominium Association”, which shall be a Maine non-profit corporation and shall be organized on or before the date the first Unit is transferred to a Unit Owner other than Declarant.

“Board” or “Executive Board” - the Executive Board of the Association to be elected by the Unit Owners pursuant to Article 3 of the Act, this Declaration and the Bylaws.

“Building” - the building to be built on the Real Estate that will contain the Units, as well as certain Common Elements.

“Bylaws” - the Bylaws of the Association as amended from time to time. The Bylaws shall bind the Association and all Unit Owners whether or not they are recorded.

“Common Elements” - the Common Elements of the Condominium, as defined in the Act, this Declaration and on the Plats and Plans.

“Common Expense Liability” - the liability appurtenant to each Unit to pay the share of the Common Expenses and Assessments that is allocated to such Unit under this Declaration and the Act.

“Common Expenses” - either General Common Expenses (including Residential Unit Common Expenses and Retail Unit Common Expenses) or Limited Common Expenses, as applicable under the circumstances.

“Condominium” - the condominium created hereby, known as the “York & High Condominium”.

“Condominium Documents” - this Declaration, the Plats and Plans, the Bylaws, and the Regulations (each as the same may be amended from time to time) or whichever of them apply to a particular circumstance, as the context requires.

“Declarant” - the Declarant originally named herein and any successor to Special Declarant Rights (as hereinafter defined).

“Declarant Control Period” - the period of time beginning on the date the first Unit is conveyed to a Unit Owner other than the Declarant and ending on the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant; or (ii) such shorter period of time as Declarant may elect in accordance with Section 1603-103 of the Act, but in no event exceeding five (5) years from the date the first Unit is conveyed to a Unit Owner other than the Declarant.

“Declaration” - this Declaration together with the Plats and Plans, as amended from time to time. The Plats and Plans are a part of this Declaration, and any reference to this Declaration shall be deemed to include reference to any applicable part of the Plats and Plans, as they may be amended from time to time. Words such as “herein”, “hereof” and “hereto” refer to this Declaration in its entirety unless the context otherwise clearly requires.

“Director” - a member of the Executive Board.

“Eligible Mortgage Holder” – an “eligible mortgage holder” as defined in Section 1602-119 (b)(7) of the Act.

“Executive Board” or “Board” - the Executive Board of the Association to be elected by the Unit Owners pursuant to Article 3 of the Act, this Declaration and the Bylaws.

“General Common Expenses” - the actual and estimated expenses incurred from time to time for the general benefit of the Association and all Unit Owners, including but not limited to (i) general overhead, administrative and operating expenses of the Association including common utility expenses, if any, (ii) taxes or other governmental charges levied or assessed against the Association or its property under any federal, state, local or municipal tax law, regulation or ordinance, (iii) premiums for insurance and bonds carried by the Association, (iv) the costs of maintaining, managing, insuring and repairing the Common Elements, including the Limited Common Elements, and making any necessary replacements thereto or thereof (except to the extent this Declaration specifies that such costs are the responsibility of one or more of the Unit Owners), (v) amounts set aside or budgeted to be set aside as operating and capital reserves, (vi) expenses of prosecuting or defending any litigation or other proceedings by, against or affecting the Association, the Unit Owners, the Real Estate or any of the Units which the Association may bring, defend or otherwise participate in pursuant to this Declaration, including (without limitation) the expenses of enforcing or attempting to enforce the Condominium Documents, (vii) the fees or other compensation payable to any manager or management company that may be engaged by the Association to assist the Association in managing, operating or administering the Association or the

Common Elements, (viii) the compensation, benefits and other expense of employees of the Association, and (ix) all other expenses and liabilities incurred or that may be incurred by the Association in carrying out or performing its rights, duties and functions, other than those expenses (if any) associated with the maintenance, repair or replacement of Limited Common Elements that are required to be separately accounted for and charged as Limited Common Expenses pursuant to this Declaration.

“HVAC Systems” – the heating, ventilating, air-conditioning systems and the external mechanical equipment for the heating, ventilating and air-conditioning systems.

“Limited Common Element” - a part of the Common Elements that is allocated for the exclusive use or benefit of one or more, but fewer than all, of the Units, pursuant to the Act or this Declaration.

“Limited Common Expenses” - the expenses of maintaining, repairing, insuring and/or replacing any Limited Common Element, to the extent this Declaration specifies that such expenses will be segregated from General Common Expenses and charged as Limited Common Expenses.

“Member”- a Unit Owner in his, her or its capacity as a member of the Association.

“Owner” - the owner(s) of a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation.

“Percentage Interest” - the undivided percentage interest in Common Elements appurtenant to each Unit, as shown on Exhibit “D” attached hereto and made a part hereof. A Unit’s Percentage Interest is the same as the percentage of Common Expense Liability allocated to that Unit. The Percentage Interest for each Unit is calculated based on the following formula: a ratio of the percentage of the approximate gross floor area square footage of one Unit compared to the approximate gross floor area square footage of all Units (i.e., a 1,000 square foot Unit out of a total of 100,000 square feet of units equals a 1% Percentage Interest allocated to that Unit). If any Unit should be added to or withdrawn from the Condominium, then the Percentage Interest of each Unit shall be recalculated based on the foregoing formula. Additionally, the Percentage Interests shown on Exhibit “D” may be revised by the Declarant subsequent to construction based upon as-built measurements, provided that in the absence of manifest error in such revisions and/or measurements, no Unit Owner shall have the right to compel or require as-built measurements and all such determinations of Percentage Interest by the Declarant shall be conclusive upon all Unit Owners. Further as for certain Common Elements applicable solely to the Retail Unit(s), the “Percentage Interest” is as shown on Exhibit “D-1” attached hereto and made a part hereof; and as for certain Common Elements applicable solely to the residential

dwelling Units, the "Percentage Interest" is as shown on Exhibit "D-2" attached hereto and made a part hereof.

"Person" - a natural person, corporation, limited liability company, partnership, trust or any other legal entity, existing by statute, contract or common law.

"Plats and Plans" - the site plans depicting the Condominium and the development of the Real Estate, and the buildings and improvements constructed or proposed to be constructed thereon pursuant to Section 1602-109 of the Act, attached hereto as, or identified on, Exhibit "C" attached hereto and made a part hereof, as they may be amended from time to time.

"Real Estate" - the land described on Exhibit "A" attached hereto and made a part hereof and on the Plats, together with all improvements now or hereafter constructed thereon, and all easements, rights and privileges appurtenant thereto, except for any such easements, rights and privileges appurtenant thereto as may be specifically excluded therefrom in said Exhibit A.

"Regulations" - the rules, regulations and policies adopted by the Executive Board from time to time regulating the Unit Owners' use and enjoyment of the Common Elements and the Units.

"Residential Unit Common Expenses" - the actual and estimated General Common Expenses incurred from time to time for the sole benefit of the residential dwelling Units.

"Residential Unit Common Expense Liability" - the liability appurtenant to each residential dwelling Unit to pay the share of the Residential Unit Common Expenses and Assessments that are allocated to such Units under this Declaration.

"Retail Unit Common Expenses" - the actual and estimated General Common Expenses incurred from time to time for the sole benefit of the Retail Unit(s).

"Retail Unit Common Expense Liability" - the liability appurtenant to the Retail Unit(s) to pay the share of the Retail Unit Common Expenses and Assessments that are allocated to such Unit(s) under this Declaration.

"Special Assessment" - an Assessment levied by the Executive Board, in excess of the regular Common Expense Assessment, against some or all of the Units for any purpose permitted by this Declaration, including without limitation (i) an Assessment to pay the costs of unanticipated repairs to or replacement of any Common Elements, and (ii) an assessment levied against one or more (but less than all) Units to recover the costs of repairing damages to the Common Elements caused by the resident(s) or occupants of such Units.

“Special Declarant Rights” - has the meaning given to such term in the Act and includes, without limitation, any rights reserved by Declarant hereunder to (i) complete the improvements shown on the Plats and Plans, (ii) maintain offices, signs and models, (iii) use easements through the Common Elements for the purpose of making improvements within the Real Estate, (iv) convert a Unit into Common Elements, or into two (2) or more Units and Common Elements, or change the boundary lines between Units and/or between Units and Common Elements, and (v) to appoint or remove any officer of the Association or any Executive Board Member during the Declarant Control Period, and (vi) exercise any other rights of the Declarant constituting “Special Declarant Rights” under the Act, whether or not expressly designated as such in this Declaration.

“Stormwater Management Plan” - the Stormwater Management and Stormwater Pollution Prevention Plans dated _____, updated _____ and the plans associated therewith approved by the City of Portland, and when amended or supplemented, the Stormwater Management Plan, as amended or supplemented.

“Supplemental Declaration” - a supplement or amendment to this Declaration recorded pursuant to the Act and Article X of this Declaration by the Declarant for the purpose of exercising the Declarant’s right to subdivide Units owned by the Declarant, or for any other purpose in order for the Declarant to exercise any of the rights described in Section 1601-103(25), Section 1602-105(a)(7) and (8), Section 1602-109(f), Section 1602-110, Section 1602-108 and Section 1602-113 of the Act, to the extent such rights have been reserved hereby.

“Unit” - a physical portion of the Condominium designated for separate ownership or occupancy, as described on the Plats and Plans, together with the Unit’s appurtenant Percentage Interest in Common Elements, Limited Common Elements, voting rights and Common Expense Liability.

“Unit Owner” - the owner(s) of a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation.

1.03 Number and Gender. Wherever any provision of this Declaration refers to the singular, it shall be deemed to include the plural whenever necessary or appropriate to give effect to such provision; and the use of any gender includes any other gender.

1.04 Construction. If there is a conflict or inconsistency between this Declaration and the Bylaws, this Declaration shall control (unless contrary to the Act). If there is a conflict or inconsistency between the Declaration or the Bylaws, on the one hand, and the Regulations, on the other hand, the Declaration or the Bylaws, as applicable, shall control (unless contrary to the Act). If there is any conflict between the

Condominium Documents and the Act, the Condominium Documents shall control to the maximum extent allowed by law.

1.05 Computing Percentages. In determining whether the Declarant Control Period has expired, and in determining whether Unit Owners other than a Declarant are entitled to elect members of the Executive Board under any provision of the Condominium Documents, the percentage of the Units owned by the Declarant shall be calculated based on the number of Units owned by the Declarant and the number of Units the Declarant has built or reserved the right to build.

ARTICLE II - SUBMISSION OF REAL ESTATE TO ACT; UNIT BOUNDARIES; APPLICABILITY OF DECLARATION

2.01 Name and Location of Condominium. The Condominium shall be known as the "York & High Condominium". The Condominium is located at the intersection of York Street and High Street in Portland, Cumberland County, Maine. The Condominium consists of the Real Estate, together with the improvements constructed and to be constructed thereon, subject to the Act and the terms and conditions of this Declaration.

2.02 Submission to Act; Applicability of Condominium Documents. The Declarant hereby creates a condominium with respect to the Real Estate pursuant to the Act, subject to this Declaration. All present and future Unit Owners, and their respective tenants, subtenants, family members, invitees, agents, servants, employees and any other Persons occupying or using any Unit or the Common Elements, shall be bound by the Condominium Documents. Any mortgage or other lien encumbering a Unit that is recorded after the recording of this Declaration shall be under and subject to this Declaration.

All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Act, this Declaration, the Bylaws, and the Regulations, as these instruments and statutes may be amended and/or restated from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments as they may from time to time be amended and/or restated. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

2.03 Easements, Etc. The Condominium is on the date hereof subject to and benefitted by those recorded easements and other matters of record identified on Exhibits "A" and/or "B" attached hereto and made a part hereof, and to those other easements, notes, conditions and restrictions as are set forth herein, on the Plats and Plans, and on the approved and recorded subdivision plan of the Real Estate.

ARTICLE III - THE UNITS

3.01 Number of Units. The Condominium consists of sixty-four (64) Units comprising: (i) One (1) Retail Unit (that may be subdivided by the Owner of the Retail Unit as hereinafter set forth), and (ii) sixty-three (63) residential dwelling Units, which Retail Unit and residential dwelling Units are hereby created by the Declarant by the recordation of this Declaration, and depicted on the Plats and Plans.

3.02 Unit Boundaries. The boundaries of each Unit are shown on the Plats and Plans and generally consist of the space(s) within the following boundaries:

(a) Upper and Lower Horizontal Boundaries. The upper and lower boundaries of each Unit shall be the following, extended to an intersection with the lateral boundaries of such Unit:

(i) The upper boundary shall be the ceiling of the Unit (as further set forth in Section 1602-102(1) of the Act); and

(ii) The lower boundary shall be the floor of the Unit (as further set forth in Section 1602-102(1) of the Act).

(b) Lateral Boundaries. The lateral or vertical boundaries shall be (i) the perimeter walls of the Unit (as further set forth in Section 1602-102(1) of the Act), extended to intersections with each other, and with the upper and lower boundaries as described in Section 3.02(a) above, which do not separate the Unit from any other Unit, and (ii) the center line of party walls which separate the Unit from any other Unit(s), and (iii) the exterior surface of windows and doors that enclose such space and separate the interior space of the Unit from any adjoining Unit or Common Elements or any space outside of the Building, including such windows and doors, window and door frames and window and door hardware.

(c) Included Spaces. Each Unit shall include the items within the boundaries as described in Sections 1602-102(1) and (3) of the Act and shall have the benefit of the use of all Limited Common Elements described in Section 1602-102 of the Act, or designated on the Plats and Plans or herein as being allocated to such Unit.

3.03 Contents of Unit; Noncontiguous Parts of a Unit.

(a) Each Unit shall include all spaces and improvements lying within its boundaries described in Section 3.02 hereof and on the Plats and Plans, including (i) all walls, partitions and dividers wholly within such boundary lines (but excluding any wires, ducts, cables, conduits or other facilities contained within such walls or partitions that do not serve that Unit exclusively), (ii) all wall board, plaster board, paneling, wallpaper, paint, tile, carpeting, wood flooring and other materials

constituting the finished surfaces of walls, floors or ceilings, (iii) all plumbing and plumbing fixtures, kitchen equipment, exhaust fans, and all lighting fixtures, electrical outlets and receptacles and wiring systems that are located wholly within the Unit boundaries to the extent they serve only that Unit, as well as the heating and cooling systems that serve that Unit exclusively, and the grilles and registers covering air ducts, (iv) all doors and passages located wholly within the Unit boundaries or that form such boundaries, and all windows and window glass, frames, assemblies, handles, locks and hardware associated therewith. In addition, each Unit includes the following, even though located partly or entirely outside the boundaries of the Unit as described in Section 3.02 hereof: (1) any heat pump, heating/ventilation/air-conditioning ("HVAC") unit, hot water tank or similar appliance or equipment, and its accessory components, wiring, plumbing, ductwork and piping, that serve only that Unit, and (2) the spaces (and improvements and facilities within the spaces) containing electrical switches, elevator shafts, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, telephone, television, computer and electrical receptacles and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit whether or not such spaces are contiguous.

(b) Unless specifically included by other provisions hereof, the following are excluded from each Unit: (i) the spaces and improvements lying outside the Unit boundaries described in Section 3.02 hereof, (ii) all chutes, pipes, flues, ducts, wires, conduits, plumbing, electrical and other facilities running through, along or within any interior wall or partition, or otherwise within the space(s) defined by the boundaries described in Section 3.02, that serve other Units and/or the Common Elements, and (iii) any foundations, structural supports, structural columns or any other parts of systems, services or utilities serving multiple Units or other parts of the Real Estate.

3.04 Maintenance of Units. Each Unit Owner is solely responsible for the maintenance, repair or replacement of his, her or its Unit, the improvements within and components and equipment that are part of the Unit, and all contents thereof, whether real property, personal property or mixed including, but not limited to, all appliances, doors, windows, interior partitions and walls, HVAC Systems, hot water heater, heat pump, ducts, lighting fixtures, floor coverings, wall coverings, wall board and plumbing, kitchen and bathroom fixtures and appliances.

3.05 Identifying Numbers or Letters. The identifying numbers and/or letters of the Units are as shown on the Plats and Plans and on Exhibit "D", Exhibit "D-1" and Exhibit "D-2" attached hereto and made a part hereof.

3.06 Ownership Interest in Common Elements; Conveyance of Unit. In addition to owning his, her or its Unit, each Unit Owner shall also own that Unit's undivided Percentage Interest in Common Elements and the interest in Limited Common Elements allocated to such Unit. Except as otherwise provided by the Act, each Unit, together with its undivided interest in Common Elements and allocated Limited Common Elements, constitutes a separate parcel of real estate for all purposes.

Conveyance of a Unit automatically includes the Percentage Interest in Common Elements, voting rights, Common Expense Liability and the right to any Limited Common Elements allocated to that Unit hereunder. Neither membership in the Association nor the Percentage Interest in Common Elements and the Limited Common Elements allocated to a Unit may be conveyed, encumbered, assigned or otherwise transferred in any manner except by conveyance of the Unit to which such rights are appurtenant. Any other transfer or attempted transfer thereof by a Unit Owner is void.

3.07 Subdivision of the Units.

(a) The Retail Unit Owner(s) shall have the right, without the consent or approval of the Executive Board or the other Unit Owners, to subdivide the Retail Unit into a total of no more than six (6) Retail Units and associated Common Elements or Limited Common Elements. In the event of such subdivision, the Retail Unit Owner shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Retail Unit Owner shall allocate the Percentage Interest, Common Expense Liability, Limited Common Elements, voting rights (as set forth in Section 5.03(a) hereof) and right to designate a Director (as set forth in Section 5.04(b) hereof) allocable to the Retail Unit (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Retail Unit before such subdivision; and provided that the voting rights and right to designate a Director appurtenant to the Units resulting from the subdivision is not more than the voting rights and right to designate a Director appurtenant to the Retail Unit before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

(b) The Retail Unit Owner shall have the right, without the consent or approval of the Executive Board or the other Unit Owners, to subdivide the Retail Unit into two or more Units (up to the maximum number of Units set forth in paragraph (a) above) and associated Common Elements or Limited Common Elements. In the event of such subdivision, the Retail Unit Owner shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Retail Unit Owner shall allocate the Percentage Interest, Common Expense Liability, Limited Common Elements, voting rights (as set forth in Section 5.03(a) hereof) and right to designate a Director (as set forth in Section 5.04(b) hereof) allocable to the Retail Unit(s) (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Retail Unit before such subdivision; and provided that the voting rights and right to designate a Director appurtenant to the Units resulting from the subdivision is not more than the voting rights and right to designate a Director appurtenant to the Retail Unit before such subdivision).

Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

(c) The Declarant shall have the right, without the consent or approval of the Executive Board or the Unit Owners, to subdivide or convert residential dwelling Units it owns into two or more residential dwelling Units or to combine two or more residential dwelling Units it owns into one residential dwelling Unit or into Common Elements or a combination of residential dwelling Units and Common Elements (provided that the exercise of such rights by the Declarant shall not result in the total number of residential dwelling Units exceeding the maximum number of residential dwelling Units permitted by this Declaration or allowed under applicable municipal approvals, regulations or codes). In the event of such subdivision, conversion or combination, the Declarant shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Declarant may allocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to the residential dwelling Units being subdivided or combined (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability appurtenant to the residential dwelling Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the residential dwelling Unit(s) being subdivided or combined before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Declarant pursuant to this Section.

(d) A residential dwelling Unit Owner other than a Declarant may not subdivide residential dwelling Units or combine two or more residential dwelling Units into a single residential dwelling Unit without the approval of the Executive Board, which may be granted or withheld in their sole and unfettered discretion.

3.08 Relocation of Boundaries Between Adjoining Units. Any Retail Unit Owner shall have the right with the consent of at least two-thirds ($\frac{2}{3}$) of the votes that all Retail Unit Owners are entitled to cast as set for the in Exhibit "D-1" attached hereto, without the consent of the Executive Board or the other residential dwelling Unit Owners, to relocate boundaries between adjoining Retail Units that it owns. If a Retail Unit Owner does so, the Retail Unit Owner shall execute and record, at its expense, an amendment to this Declaration and an amendment to the Plats and Plans. In connection therewith, the said Retail Unit Owner shall reallocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to those Units (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability after such relocation is not less than the sum of the Percentage Interests and Common Expense Liability appurtenant to the affected Units before such relocation). Such reallocation shall be made by the amendment to the Declaration recorded by the Retail Unit Owner pursuant to this Section.

ARTICLE IV - DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.01 Common Elements. The Common Elements consist of all parts of the Real Estate and improvements thereon other than the Units and those improvements or facilities (if any) conveyed to or owned by any public or private utilities or other entities furnishing utility service to the Condominium. Without limiting the generality of the preceding, unless otherwise provided in this Declaration or designated on the Plat and Plans, Common Elements include, without limitation, any and all exterior portions of the Building, including the roof, structural components and common utility systems of or serving the Building and not included within the boundaries of Units, any and all portions of the Real Estate that are dedicated to or made available for public access, and otherwise all portions of the Real Estate not included within the boundaries of the Units themselves. The Common Elements shall also include the Stormwater Management Plan, the HVAC Systems for the Common Elements, those portions of the Condominium sidewalks partially located within the Real Estate and partially in the public right of way, the solid waste collection area for the Condominium, and the maintenance, inspection and reporting requirements as set forth in subdivision approval for the Real Estate by the City of Portland Planning Board dated _____, and when amended or supplemented, the subdivision approval, as amended or supplemented.

4.02 Limited Common Elements-Generally. In addition to Limited Common Elements elsewhere described in this Declaration, including on the Plats and Plans, and/or those designated as Limited Common Elements pursuant to the Act, the following are Limited Common Elements, assigned and allocated to the Units as provided below:

(a) Pipes, ducts, wires, cables, conduits or other installations for services and utilities located outside the boundaries of, but serving only a particular Unit, are Limited Common Elements allocated only to that Unit (except for such that are part of the Unit as defined in Section 3.03(a)).

(b) Individual utility meters located outside the boundaries of a Unit but serving only a single Unit are Limited Common Elements allocated only to such Unit, unless owned by the applicable utility service provider.

(c) Limited Common Elements of the type described in this Section 4.02 shall automatically be allocated as Limited Common Elements for the exclusive use and benefits of the Unit(s) they are designed and constructed to serve, or to which they are allocated as provided herein, without any further action or document required, whether or not such Limited Common Elements are expressly so designated on the Plats and Plans.

4.03 Other Limited Common Elements.

(a) Sign Areas. The areas located on the exterior façade of the Building designated “Retail Unit Signage” as shown on the Plats and Plans shall be allocated as Limited Common Elements appurtenant to the Retail Unit(s), respectively, for the limited purpose of installing signage in compliance with applicable ordinances and regulations relating to restaurant, and retail businesses occupying said Units.

(b) Roof of Building. The roof of the Building as shown on the Plats and Plans shall be allocated as a Limited Common Element appurtenant to the Retail Unit(s) and the residential dwelling Units for the limited purpose of installing heating, ventilation and air conditioning systems and other mechanical systems and equipment serving said residential dwelling Units in accordance with reasonable rules and regulations that may be established by the Executive Board.

4.04 Off-Site Parking. (a) J.B. Brown & Sons, a Maine corporation (its successor and assigns, the “Parking Garage Landlord”) owns the adjacent two-level parking garage on the northwesterly side of the Building (the “Parking Garage”). Pursuant to a memorandum agreement between the Parking Garage Landlord and the Declarant which is, or shall be, recorded in the Cumberland County Registry of Deeds subsequent to the recording of this Declaration (collectively herein called the “Parking Agreement”), each residential dwelling Unit Owner, as appurtenant to and for the benefit of his or her residential dwelling Unit so long as he or she owns said Unit, shall have the right to lease one (1) non-exclusive parking space in the adjacent Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. Pursuant to the Parking Agreement the Retail Unit Owner, as appurtenant to and for the benefit of its Retail Unit so long as it owns said Retail Unit, shall have the right to lease (in the aggregate for the entire Retail Space) fifty-nine (59) parking spaces in the Parking Garage from the Parking Garage Landlord at the then current rental rate for monthly parking. The lease payments shall be paid directly by the Unit Owner to the Parking Garage Landlord during the term of the lease. The parking spaces in the Parking Garage are not designated spaces or exclusive to the Condominium but are used in common with other parking space lessees. The use of the Parking Garage is also subject to such reasonable rules and regulations as the Parking Garage Landlord may from time to time promulgate with respect to safety, security, vehicle size, vehicle height and traffic control.

(b) The Parking Garage Landlord shall also have the right, exercisable by giving ten (10) days’ prior written notice thereof to the Unit Owners leasing parking spaces in the Parking Garage, to prohibit the use of designated areas of the Parking Garage to allow construction on the Parking Garage or other improvements; provided, however, that before prohibiting use for such purpose, the Parking Garage Landlord shall provide reasonable and proximate alternative parking so that the parking remaining available in the Parking Garage together with such alternative parking shall at all times equal the number of parking spaces available for leasing by the Parking

Agreement. If such alternative parking is not within the Parking Garage, such alternative parking shall be located on property located within four (4) blocks of the Parking Garage. Upon completion of any construction effecting parking space availability in the Parking Garage, the Parking Garage Landlord shall return the availability of parking spaces to the Parking Garage as described above in Section 4.05(a).

4.06 Use and Enjoyment of Common Elements. Subject to Regulations in effect from time to time, the Common Elements (except the Limited Common Elements) shall be for the exclusive use, enjoyment and benefit of the Unit Owners, their tenants and members of their households and invitees; provided, however, that the Association may suspend the right of any Unit Owner to use Common Elements that are not necessary for the use of the Unit as contemplated by this Declaration if such Unit Owner is delinquent in the payment of Assessments or in material violation of the Condominium Documents after notice and opportunity to cure or contest as provided herein or in the Bylaws. The Limited Common Elements shall be for the exclusive use, enjoyment and benefit of the Unit Owners owning the Unit(s) to which such Limited Common Elements are allocated hereunder and their respective tenants and members of their households and invitees. In addition to the use of common facilities for waste disposal and recycling, the Retail Unit Owner(s) shall have the right to place in the Service Area (as defined in Section 4.09(b)(iii) below) equipment and containers for recycling and reuse of bottles and containers for beverages and one or more grease and/or food waste containers in accordance with such reasonable rules and regulations that may be established by the Retail Unit Owner(s) consistent with usual and customary practice in the industry and in properties of this type.

4.07 Alteration of Common Elements. Except as otherwise set forth herein, no Unit Owner (other than the Declarant) may alter the appearance or character of any Common Elements, or perform any construction or work on any Common Elements. The foregoing does not limit the power of the Association to alter the appearance or character of the Common Elements, in accordance with the terms of the Act, this Declaration, and the Bylaws. Until the Declarant has completed all Units and Common Elements, the Declarant reserves the right to modify the appearance and structural character of the Common Elements, other than Limited Common Elements allocated to specific Units, from time to time, without the permission of the Executive Board.

4.08 Declarant's Rights and Obligations with Respect to Common Elements.

(a) Declarant reserves the right to construct all improvements planned or contemplated for construction within the Condominium, including, without limitation, any interior streets or drives, parking areas, sidewalks, curbing, street lighting, utilities, storm water management facilities, paths and all other improvements shown on the Plats and Plans, the Building and all improvements and Common Elements therein,

and Units planned for construction as depicted either generally or specifically on the Plats and Plans or herein.

(b) No provision hereof shall require the Declarant to construct or provide to the Association any facilities or improvements not shown on the Plats and Plans.

4.09 Maintenance, Repair and Replacement of Common Elements.

(a) Except as otherwise set forth herein, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements and any and all portions of the Real Estate that are dedicated to or made available for public access, and shall include in its budget (and, if necessary, amend the then-current budget and increase the then-current Common Expense Assessment) such amounts as necessary to pay the estimated costs of maintaining, repairing and insuring the same. In addition, the Association shall be responsible for trash removal from the Real Estate for the residential dwelling Units, the lighting fixtures located on any Common Elements, including the Limited Common Elements, snow removal on the public sidewalks abutting the Real Estate, and the maintenance, including annual inspections and reporting requirements, of the HVAC Systems and the Stormwater Management Plan. As contemplated by the definition of "Percentage Interest" in Section 1.02 above, the Association will prepare three separate budgets in each calendar year as follows: (i) Common Expenses that apply to all Units (both residential and retail), (ii) Common Expenses that apply only to the Retail Unit(s), and (iii) Common Expenses that apply only to all residential dwelling Units. It is specifically noted that the City of Portland will not provide trash removal services to the Condominium or to any Unit Owner, as set forth in the terms of the Site Plan and Subdivision approvals of the Condominium.

4.10 Conveyance and Encumbrance by the Association. Except as hereinafter expressly provided, the Association shall not convey, mortgage, pledge or encumber the Common Elements without the approval of (i) Members entitled to cast at least eighty percent (80%) of the votes that all Members that are owners of residential dwelling Units are entitled to cast and one hundred percent (100%) of the votes that all Members that are owners of the Retail Unit(s) are entitled to cast, including eighty percent (80%) of the votes allocated to residential dwelling Units not owned by the Declarant, (ii) the Declarant, during the Declarant Control Period, and (iii) the required approval of Eligible Mortgage Holders, to the extent required under the Act or otherwise pursuant to this Declaration. Proceeds of any such conveyance, mortgage, pledge or encumbrance following the expiration of the Declarant Control Period shall be assets of the Association.

4.11 Demolition. If any Common Element (other than the Common Elements that are integral to the structural or mechanical integrity of the Building as a complete architectural unit) is determined by the Executive Board to be obsolete or in

such state of disrepair so that it is not economically feasible or desirable to repair or replace the same, the Executive Board may call a meeting for the purpose of determining whether such Common Element should be demolished, removed and/or replaced. The determination thereof shall be made by the vote of Unit Owners entitled to cast one hundred percent (100%) of the votes that all Unit Owners are entitled to cast, including one hundred percent (100%) of the votes allocated to Units not owned by the Declarant. The costs of such demolition, removal, and/or replacement shall be assessed as a General Common Expense.

4.12 Disposition of Common Elements Upon Termination. Upon any termination of the Condominium, the Common Elements shall be disposed of in the manner described in Section 1602-118 of the Act.

4.13 Warranty. **DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE PROVIDED BY SECTIONS 1604-112 AND 1604-113 OF THE ACT (AS SUCH WARRANTIES ARE AFFECTED BY THE TERMS OF THE LIMITED WARRANTY CONTAINED IN THE AGREEMENT OF SALE ENTERED INTO BETWEEN DECLARANT AND EACH UNIT OWNER) AND SUCH WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR ANY IMPLIED WARRANTY OF HABITABILITY. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO THE RETAIL UNIT, DECLARANT EXCLUDES ALL IMPLIED WARRANTIES OF QUALITY INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN SECTION 1604-113, SUCH THAT THE ONLY WARRANTIES ARE THOSE EXPRESS WARRANTIES MADE BY THE DECLARANT IN ACCORDANCE WITH SECTION 1604-112.**

ARTICLE V - ASSOCIATION; MEMBERSHIP; VOTING; RIGHTS OF MORTGAGEES

5.01 The Association; Powers. The Association shall be an association of and among all Unit Owners and shall have all duties, rights, privileges, functions and responsibilities set forth in the Act and the Condominium Documents, including, without limitation all powers enumerated in Section 1603-102 of the Act, and the right and power to do all other things necessary or expedient in order to carry out all such powers, rights, privileges, duties and functions of the Association, and all powers incidental thereto.

5.02 Membership. Every Unit Owner is a Member of the Association. If two (2) or more Persons own a Unit, each of them is a Member of the Association, but regardless of the number of Unit Owners, each Unit shall be allocated only that number of votes as are specified herein. In the event that two (2) or more Persons own a Unit, one (1) such Person may cast the applicable vote for that Unit on behalf of all the Persons owning that Unit. Membership in the Association is appurtenant to and cannot be severed from ownership of a Unit, and transfers automatically upon conveyance of

title to a Unit, and by no other means. No Unit Owner may disclaim, decline, resign from or transfer membership in the Association (except by conveyance of his Unit).

5.03 Voting Rights of Unit Owners; Rights of Mortgagees.

(a) The votes in the Association allocated to each respective Unit is a sum rounded to the nearest whole number determined by multiplying one thousand (1,000) by the Percentage Interest of the respective Unit. The voting rights allocated to each Unit shall be as set forth on Exhibit "D" (or as applicable, Exhibit "D-1" or Exhibit "D-2") attached hereto and made a part hereof. The Executive Board shall have the right to suspend the voting rights of any Unit Owner who is not in good standing. A Unit Owner is not in good standing if (i) the Unit Owner has not paid all Assessments or installments thereof levied against the Unit Owner or against his Units and such sums are overdue by more than thirty (30) days and are not paid in full at least five (5) days before the date of any meeting at which Members are entitled to vote, or (ii) the Unit Owner is otherwise in material violation of this Declaration or any of the other Condominium Documents and has not cured such violation to the reasonable satisfaction of the Executive Board at least five (5) days prior to the date set for any meeting of Members and so long as the Unit Owner is not contesting in good faith the matter that is the subject of the alleged material violation in accordance with the procedures outlined in this Declaration or in the Bylaws. Votes applicable to the D-1 Budget (Retail Unit(s)) and the common expenses and matters relating to the D-1 Budget shall be effective without the consent or approval of the Executive Board or the residential Unit Owners.

(b) Any first mortgagee of a Unit may file with the Association a request identifying itself as a first mortgage holder and identifying the Unit encumbered by its mortgage and the Unit Owner's name and address, by certified or registered first-class mail, return receipt requested, or by delivery in hand securing receipt therefore, and thereby shall become an "Eligible Mortgage Holder." The Secretary of the Association shall maintain such information. After the filing of a request by the Eligible Mortgage Holder, the Association shall cause notice to be sent to the Eligible Mortgage Holder as provided under Section 1602-119 of the Act, and the Eligible Mortgage Holder shall have the voting and other rights provided under Section 1602-119 of the Act.

(c) In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default, which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a unit acquired under the procedures set forth above, and any such foreclosure or deed shall convey title free and clear of any such right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

5.04 Election of Board Members.

(a) Subject to the other provisions of this Declaration and the Bylaws, the Board shall have the full power and authority to act on behalf of the Association, and except as otherwise expressly required by the Condominium Documents or the Act, actions and decisions of the Board need not be submitted to or approved by the Members.

(b) Subject to Section 5.04(c) below, during the Declarant Control Period, all Directors shall be appointed, and may be removed and replaced from time to time, by the Declarant, with or without an actual meeting, without the necessity of obtaining resignations from Directors replaced or removed, and without prior notice to or approval of the other Unit Owners.

(c) On or before the end of the Declarant Control Period, the Declarant shall schedule a meeting of Members in accordance with the terms of the Bylaws. At such transition meeting of the Members, all Directors shall be elected by the Unit Owners (including the Declarant) and the Declarant-appointed Directors shall resign. Beginning with that meeting, Directors shall serve for staggered terms, as provided in the Bylaws. Notwithstanding the preceding, while the Declarant owns any Units, the Declarant shall have the absolute right to appoint a representative of the Declarant as a non-voting ex officio member of the Executive Board and each committee thereof with the same right to receive notice of, and to attend and participate in all meetings of the Executive Board and each such committee as any Director or voting member of such committee could do, and to receive all memoranda, correspondence, bulletins and other communications intended for Directors or members of such committee, but without any right to vote on matters coming before the Executive Board or such committee.

(d) The Declarant reserves the right, in its sole and absolute discretion and in accordance with the Act, to surrender voluntarily the right to appoint and remove Directors before the Declarant Control Period ends. The Declarant may, as a condition thereof, require that specified actions of the Association or the Board be approved by the Declarant before they become effective. Such actions shall be specified in an instrument executed and recorded by the Declarant. The Declarant may conditionally surrender the right to appoint and remove Directors, reserving the right to exercise such rights at a later time upon giving thirty (30) days prior written notice to the Association.

(e) Notwithstanding any provision of this Declaration or the other Condominium Documents to the contrary, the Unit Owners, by a two-thirds ($\frac{2}{3}$) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

5.05 Number and Qualification of Directors.

(a) The Board shall consist of five (5) Directors elected by the Unit Owners as hereinabove provided, and one (1) of the five (5) Directors shall be elected exclusively by the Allocated Votes of the Retail Unit as set forth in Exhibit "D-1".

(b) In addition to such other qualifications as may be set forth from time to time in the Bylaws, Directors shall be natural persons of full legal age and shall be Unit Owners, spouses of Unit Owners or, in the case of a Unit Owner which is a corporation, partnership, limited liability company, trust or estate, duly authorized representatives.

5.06 Election of Officers. Officers of the Association shall consist of such officers and subordinate officers as may be specified in or provided for in the Bylaws, and shall be elected by the Board in the manner specified in the Bylaws.

5.07 Voting by Ballot or Proxy. To the fullest extent permitted by the Act, the Unit Owners may vote on any matter on which Unit Owners are entitled to vote (including, but not limited to, approving amendments to the Condominium Documents) by proxy, in the manner specified in or provided for in the Bylaws. Notwithstanding the foregoing, no proxy may be voted by a Person who is not another Unit Owner or designated representative of a Unit Owner that is not a natural person (and even another Unit Owner may not vote a proxy if that other Unit Owner has lost the privilege of casting its own vote, relative to its own Unit).

5.08 Standard of Conduct.

(a) In the performance of their duties, the officers and Directors of the Executive Board shall stand in a fiduciary relation to the Association, and all officers and Directors shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, Directors and officers shall be entitled to rely in good faith on information, opinions, reports or statements (including financial statements and other financial data) in each case prepared or presented by any of the following:

(i) One or more other officers or employees of the Association whom the officer or Director reasonably believes to be reliable and competent in the matters presented;

(ii) Counsel, public accountants or other persons as to matters which the officer or Director reasonably believes to be within the professional or expert competence of such person; and

(iii) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Director reasonably believes to merit confidence.

An officer or Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance on any of the preceding to be unwarranted.

(c) Absent breach of fiduciary duty (if applicable), lack of good faith or self-dealing, actions taken as a Director or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

5.09 Limited Liability. No Director or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 5.09 shall not apply to the responsibility or liability of a Director or officer pursuant to any criminal statute, or to the liability of a Director or officer for the payment of taxes pursuant to local, state or federal law.

5.10 Indemnification. To the extent permitted under Maine law, each present and former Director or officer, in his capacity as a Director, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being, or having been, a Director and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is a Director, officer or both at the time such expenses are incurred, except in such cases where such Director and/or officer is adjudged to have engaged in willful misconduct, recklessness, breach of fiduciary duty (if applicable) or self-dealing; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected Director abstaining if he is then a Director) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Director and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 5.10 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director and/or officer may be entitled under the Bylaws as a matter of law or agreement or by vote of the Unit Owners

or otherwise. Subject to the approval of the Executive Board, the Association may advance expenses incurred by a present or former officer or Director in connection with any suit or proceeding with respect to which he may be entitled to indemnity hereunder, subject to such conditions and limits as Executive Board may prescribe including, but not limited to, the execution of an agreement by which he agrees to reimburse the Association for such expenses advanced if it is ultimately determined that he is not entitled to indemnity hereunder, which may be secured or unsecured at the discretion of the Executive Board.

ARTICLE VI - COVENANT FOR ASSESSMENTS; LIENS; COLLECTION

6.01 Assessments; Allocation of Common Expense Liability.

(a) The Common Expense Liability allocated to each Unit shall be as set forth on Exhibit "D" attached hereto (including Exhibits "D-1" & "D-2", as applicable) and made a part hereof; provided, however, for those Common Expenses determined to be Retail Unit Common Expenses (e.g., street level sidewalk, signs and windows) or Resident Unit Common Expenses (e.g., maintenance and cleaning of the hallways on the 2nd, 3rd, 4th, and 5th floors) shall be a Residential Unit Common Expense Liability. No amendment to this Declaration or to Exhibit "D" that changes the Common Expense Liability or allocated votes shall be effective without the affirmative vote of one hundred percent (100%) of all votes in the Association. If two or more Units are combined into a single Unit, a Unit is subdivided, or Unit boundaries are relocated, the affected Unit Owners shall execute and record an amendment to this Declaration and Exhibit "D" setting forth the reallocation of Common Expense Liability and Percentage Interests with respect to the affected Units (as well as making any necessary allocation of Limited Common Elements) and a copy of such amendment shall be furnished to the Association. In the case of a combination of Units, the Common Expense Liability associated with the resulting Unit shall be the sum of the Common Expense Liability appurtenant to the Units so combined, and in the case of a subdivision of Units, the aggregate Common Expense Liability and Percentage Interest allocated to the resulting Units shall not be less than the Common Expense Liability and Percentage Interest of the Unit being subdivided. Additionally, the Percentage Interests shown on Exhibit "D", Exhibit "D-1" and or Exhibit "D-2" may be revised subsequent to construction based upon as-built measurements as provided above.

(b) Each Unit Owner is obligated to pay all Assessments levied against his Unit including, to the extent provided herein, Assessments with respect to Limited Common Elements allocated to his Unit. In the event that two (2) or more Persons own a Unit, an Assessment against that Unit shall be the joint and several personal obligations of such Persons.

(c) Except as may otherwise be required by applicable law, the obligation to pay Assessments is not subject to deduction or set-off and may not

otherwise be diminished, discharged, suspended or abated because of: (i) any claim which such Unit Owner(s) may have against the Association or the Declarant; (ii) the failure or purported failure of the Association to provide services required hereunder; (iii) the fact that the Unit has been destroyed, in whole or in part, or is unoccupied or uninhabitable for any reason; or (iv) the failure or refusal of any other Unit Owners(s) to pay Assessments.

(d) The Unit Owner of a leased Unit shall remain personally liable, jointly and severally with the tenants of the Unit, for Assessments against the Unit, notwithstanding any contrary terms or provisions of the applicable lease. If a lease imposes the obligation to pay such Assessments or any part thereof on the tenant, the Association shall be a third party beneficiary of such covenant and shall have the right (but not the obligation) to enforce such obligation directly against the tenant, or against the tenant and the Unit Owner, jointly and severally.

6.02 Damages. Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or his tenants, agents, invitees, family members, licensees, contractors or subcontractors, including without limitation damages to the corridors, Common Element floor coverings and walls, elevators and other Common Elements in connection with the moving of furniture and other belongings into and out of the Building. Such damages may be assessed and collected as a Special Assessment against such Unit Owner. The Executive Board shall have the authority to make Regulations that require (i) advance notice to the Association of move-ins and move-outs and delivery of bulk items, with the identity of any moving company or delivery company that will be used, (ii) the resident moving in or out or arranging for such delivery to pay a fee and/or provide a security deposit in advance to cover possible damage to the Common Elements and other expenses incurred by the Association, and (iii) any moving company or other person delivering or removing furniture or other bulk items to provide a certificate of insurance, in a form satisfactory to the Association, evidencing insurance coverage satisfactory to the Association.

6.03 Time for Payment. The due date for payment of Assessments or installments thereof by each Unit Owner shall be determined by the Board, but shall not be more frequent than monthly. Unless otherwise determined by the Board, the Assessment for each fiscal year shall be due and payable in monthly installments, in advance, on the first day of each calendar month.

6.04 Non-Payment; Late Charges; Interest; Lien.

(a) Any Assessment (or installment thereof) that is not paid within ten (10) days after it is due shall be considered delinquent and shall be subject to a late charge as determined by the Executive Board from time to time. Interest on any Assessment (or installment thereof) not paid within thirty (30) days after it is due shall

accrue from the due date at the rate of eighteen percent (18%) per annum (or such other rate, not to exceed the highest rate permitted by law, as the Board may from time to time determine). Interest at said rate shall continue to accrue until the delinquent amount is paid in full, both before and after any judgment is entered in favor of the Association, notwithstanding any otherwise applicable "legal rate of interest".

(b) Any costs of collection, including reasonable attorney's fees (whether incurred before trial, at trial, or on appeal), incurred by the Association in collecting or attempting to collect delinquent Assessments may be assessed and collected in the same manner as any other Assessments hereunder against the delinquent Unit Owner and shall be secured by the Association's lien therefor.

(c) If any Assessment or installment or part thereof remains unpaid for more than forty-five (45) days after it is due, the Board may accelerate all future installments of such Assessments with respect to the delinquent Unit Owner (if Assessments are payable in installments). Notice of acceleration shall be given to the delinquent Unit Owner and shall be effective unless the delinquent Unit Owner pays the Association, within ten (10) days after the date of such notice, all delinquent Assessments or installments thereof, all interest thereon, and all accrued late charges and collection costs.

(d) THERE SHALL BE A LIEN IN FAVOR OF THE ASSOCIATION AGAINST EACH UNIT FOR THE FULL AMOUNT OF ALL ASSESSMENTS LEVIED AGAINST SUCH UNIT FROM TIME TO TIME, TOGETHER WITH ALL LATE CHARGES, INTEREST AND COLLECTION COSTS (INCLUDING ATTORNEY'S FEES AND EXPENSES AS PROVIDED HEREIN) INCURRED OR CHARGED BY THE ASSOCIATION WITH RESPECT TO DELINQUENT ASSESSMENTS HEREUNDER. SUCH LIEN SHALL HAVE THE PRIORITY AND MAY BE ENFORCED IN THE MANNER PROVIDED FOR IN THE ACT. THE RECORDING OF THIS DECLARATION CONSTITUTES NOTICE AND PERFECTION OF THE ASSOCIATION'S LIEN. THE ASSOCIATION SHALL HAVE THE RIGHT TO COLLECT FROM A UNIT OWNER, AND THE ASSOCIATION'S LIEN SHALL ALSO SECURE, ALL AMOUNTS PAID OR EXPENDED BY THE ASSOCIATION IN ORDER TO PROTECT OR PRESERVE THE UNIT OR THE PRIORITY OF THE ASSOCIATION'S CLAIM OR LIEN INCLUDING, WITHOUT LIMITATION, AMOUNTS PAID OR INCURRED TO DISCHARGE REAL ESTATE TAXES OR OTHER LIENS SENIOR IN PRIORITY TO THE ASSOCIATION'S LIEN, AND INTEREST ON SAID SUMS AT THE RATE SPECIFIED HEREIN.

6.05 Other Remedies. Assessments and other amounts payable by any Unit Owner may also be recovered by a lawsuit brought by the Association against the Unit Owner and any other person personally obligated to pay the same. The Association shall have all other rights and remedies available at law or in equity. All rights and remedies of the Association shall be cumulative.

6.06 Resale Certificates. Within ten (10) business days after a written request by a Unit Owner or the holder of a mortgage of first priority granted with respect to such Unit Owner's Unit, the Association shall furnish to the Unit Owner a certificate containing the information and copies of documents necessary to enable the Unit Owner to comply with Section 1603-116(h) of the Act. The Board shall charge a reasonable fee for the preparation of a Resale Certificate as determined in its sole discretion. A purchaser of a Unit shall not be liable for any unpaid Assessment or fee greater than the amount set forth in the certificate prepared by the Association, except for Assessments and charges accruing or coming due after the date the Association prepared such information.

6.07 Discretion of Executive Board. In connection with the collection of delinquent Assessments, the Board shall have the power, in its discretion, to waive or compromise the obligation of an Unit Owner to pay interest, late charges and/or costs of collection, and to compromise or settle the obligation of one or more Unit Owners to pay delinquent Assessments or other sums payable by them hereunder, if the Board reasonably determines that it is in the best interests of the Association to do so based upon such factors as the Board deems relevant, including, without limitation, the likelihood of collecting the full amount due and the expense and delay associated therewith.

6.08 Basis and Computation of General Common Expense Assessments.

(a) No later than one hundred twenty (120) days after the beginning of each fiscal year of the Association, the Board shall adopt a budget for such fiscal year setting forth estimated Common Expenses, segregating (but only to the extent required by this Declaration or by law), General Common Expenses and Limited Common Expenses and otherwise in accordance with the terms of the Bylaws. The total regular Common Expense Assessments to be levied on all Units for that fiscal year shall be computed based on the total estimated Common Expenses set forth in such budget, after deducting therefrom (i) any surplus from a prior year or years not allocated to or set aside as reserves by the Board, and (ii) an estimate of any other income the Association expects to receive that will be available to pay Common Expenses.

(b) The regular Assessment for General Common Expenses against each Unit shall then be determined by multiplying the total Assessment for General Common Expenses by the Percentage Interest allocated to such Unit. In determining Assessments for any year, the Board shall have the right to include in the Budget for such year a reasonable allowance for delinquent or uncollectible Assessments, as well as such allocations to reserves as the Board deems appropriate.

(c) The budget of the Association may be modified from time to time by the Board to reflect any material change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year, and the Board shall have the power to increase or decrease the Assessments for Common Expenses

accordingly. Such increase or decrease will be effective not earlier than thirty (30) days after the date of the notice thereof been given to the Unit Owners.

(d) Within thirty (30) days after adoption of the proposed budget(s) for a fiscal year, the Board shall provide a summary of the budget(s) to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, such date to be not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting Members entitled to cast at least two-thirds ($\frac{2}{3}$) of the votes that all Members are entitled to cast reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board. The failure of the Board to adopt a Budget or to adopt a new Common Expense Assessment shall not excuse the Unit Owners from paying Assessments or installments thereof based upon the Budget and Assessment in effect for the preceding year. Once an Assessment has been made by the Board, it shall automatically continue in force for the fiscal year for which it was initially adopted, and during each subsequent fiscal year, until the amount of Assessments is changed by the Board. The D-1 Budget for the Retail Unit(s) shall be prepared and approved without the consent or approval of the Executive Board or the residential Unit Owners.

(e) Any capital expenditure approved by the Board (other than as part of the annual budget setting process described above) may be rejected only with the affirmative vote of two-thirds ($\frac{2}{3}$) the votes that all Unit Owners are entitled to cast. Such vote shall take place within thirty (30) days after notice of approval of the capital expenditures has been mailed to the Unit Owners.

(f) Any surpluses resulting from Assessments in excess of the actual expenses incurred may be set aside by the Executive Board as reserves including, but not limited to, operating, reserves, repair or replacement reserves, and reserves for future capital expenses or improvements. Nothing herein shall prohibit the Board from appropriating any surplus attributable to Assessments for General Common Expenses to the making of any capital improvement, addition, repair or replacement of any of the Common Elements.

6.09 Special Assessments. The Board shall have the power to levy Special Assessments for such purpose or purposes as the Board from time to time deems necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements. Unless otherwise provided herein, Special Assessments benefiting all Unit Owners shall be levied on all Units in proportion to their respective Common Expense Liabilities, and shall be due and payable in a lump sum or in such installments as the Board shall determine.

6.10 Commencement of Assessments. The first Common Expense Assessment shall be made as and when determined by the Executive Board. Each Unit in existence as of the date on which the first Common Expense Assessment is made shall be subject to Assessments automatically and shall be subject to Assessments at all times thereafter until the Condominium is terminated as provided in the Act. A Unit shall be deemed to exist and subject to Common Expense Assessments after substantial completion thereof. For purposes hereof, a Unit shall be "substantially completed" at such time as the Unit, excluding interior improvements to be completed by the Unit Owner, is completed. At the time of conveyance of a Unit by the Declarant, the purchaser thereof shall reimburse the Declarant for the prorated amount of the then-current Assessment applicable to that Unit, representing the amount of such Assessments attributable to periods following such conveyance.

6.11 Reserves for Replacement. The Association shall establish and maintain a reasonable reserve fund for the repair and replacement of improvements comprising the Common Elements and any Limited Common Elements it is obligated to repair or replace, in such amount as the Executive Board deems prudent; provided that no allocation to repair or replacement reserves need be made until the second full fiscal year of the Association following the conveyance of the first Unit to a Unit Owner other than a Declarant.

6.12 Initial Contributions by First Time Buyers and Resales. Each Unit Owner purchasing a Unit from the Declarant shall pay to the Association, at the time of conveyance, a one-time initial contribution in an amount equal to twice the then current monthly Assessment for such Unit, which is in addition to, and not in lieu of, the regular Assessments payable with respect to the year in which such conveyance takes place. Such payments shall be nonrefundable and will not be returned by the Association if the Unit Owner subsequently sells or conveys its Unit.

(a) Any person purchasing a Unit from a Unit Owner other than a Declarant shall pay to the Association at the time of such purchase a one-time contribution in an amount equal to twice the then current monthly Assessment for such Unit, which contribution shall be in addition to the then current Common Expense Assessment allocable to such Unit. The Executive Board shall have the authority to increase such contribution due on re-sales from time to time, by resolution of the Executive Board.

(b) The contributions collected pursuant to this Section 6.12 may be used and allocated by the Executive Board to set up and/or fund operating, repair/replacement or capital improvement reserves, or to defray current Common Expenses, in such manner as the Executive Board shall determine.

ARTICLE VII - INSURANCE; CONDEMNATION; TERMINATION

7.01 Property Casualty Insurance. Beginning no later than the first conveyance of a Unit to a Unit Owner other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

(a) “all risk” property and casualty insurance insuring the Common Elements and Units (exclusive of improvements and betterments installed in the Units, and exclusive of personal property and other contents therein) against all common risks of direct physical loss commonly insured against, covering the interests of the Association, the Board and the Unit Owners, as their interest may appear. The total amount of insurance shall be one hundred percent (100%) of the replacement cost of the insured property (exclusive of land, excavations, foundations and other items normally excluded from such casualty policies), subject to such reasonable deductibles as the Board may determine.

(b) Comprehensive general public liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00 for bodily injury or death arising from a single occurrence, insurance for liability for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and any property owned or leased by the Association.

(c) Workers’ compensation insurance covering employees and agents of the Association as required by law.

(d) Builder’s Risk Insurance during any period in which activities are being carried on in or about the Condominium which will, or might, in the reasonable opinion of the Board, render standard all risk insurance inapplicable, or fall within any exclusion from standard all risk insurance or impair the ability of the insured to recover thereunder (a “Builder’s Risk Situation”), in an amount equal to any amount by which the all risk insurance provided under clause (a) above is or might be reduced or recovery of which impaired as a result of such activities (the “Builder’s Risk Amount”).

(e) Notwithstanding any provision hereof or of the Act to the contrary, the expense of all insurance carried by the Association, including insurance on the Units as herein required, shall be assessed as part of the Assessment for Common Expenses in accordance with the Unit’s respective Common Expense Liability, unless the Association can reasonably establish that the use of one or more of the Units results in greater cost of such insurance in proportion to the value of or the risk associated with such Unit(s) (including, without limitation, in accordance with Section 7.04 below) in which case the Association shall have the right to allocate the expense of insurance accordingly.

7.02 Other Insurance. The Association may carry any other insurance including, but not limited to, directors and officers liability insurance, fidelity bonds, and the like, as the Board may determine from time to time.

7.03 Policy Terms; Waiver of Claims.

(a) Property, casualty and liability insurance carried by the Association pursuant to Section 7.01 hereof shall contain any policy terms required by the Act. Each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association. Each policy shall provide that (i) the insurer waives its right of subrogation under the policy against any Unit Owner, (ii) no act or omission by a Unit Owner (unless acting within the scope of his authority on behalf of the Association) will void the policy or be a condition of recovery under the policy, and (iii) if at the time of a loss under a policy maintained by the Association there is other insurance in the name of Unit Owner covering the same property covered by the Association's policy, the Association's policy shall be primary insurance not contributing with or secondary to the other insurance.

(b) Each Unit Owner hereby waives any claims the Unit Owner may have against the Association or against any other Unit Owner arising out of any damage to or destruction of his Unit, and any claims for personal injury or property damage, to the extent such damages are covered by insurance maintained by the Association hereunder.

7.04 Insurance Obligations of Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than a combined single limit of \$500,000, or such other amounts as the Executive Board may from time to time reasonably require, and (b) property insurance insuring the improvements and betterments in the Unit not covered by insurance maintained by the Association, and insuring the contents thereof and any personal property therein, such coverage to be in an amount sufficient to prevent the Unit Owner from becoming a co-insurer under such policy. The foregoing coverages shall be obtained through a customary condominium unit owner's insurance policy, and upon request will furnish the Association evidence that such coverage is in force. The Association shall have no insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein. During any period in which construction or remodeling activities are being carried on by or on behalf of a Unit Owner in or about such Owner's Unit which create a Builder's Risk Situation, such Unit Owner (a) with respect to the property insurance otherwise required to be maintained by the Unit Owner hereunder, will maintain Builder's Risk Insurance in the Builder's Risk Amount, at such Unit Owner's sole cost, or (b) with respect to property insurance which the Association would otherwise be required to maintain under Section 7.01(a) above, will, as the Association elects, either (i) maintain Builder's Risk Insurance in the Builder's Risk Amount at such Unit Owner's sole cost, or (ii) pay to the Association on demand, as a Special Assessment, the cost of such insurance maintained by the Association. If a Unit Owner is required to maintain Builder's Risk insurance hereunder, such Unit Owner shall provide to the Association, prior to

commencing the activities which render such insurance necessary, a certificate or other evidence, in form and substance satisfactory to the Board, that such insurance is in effect with an insurer licensed in the State of Maine.

7.05 Insurance Deductibles. In the event of the damage or destruction of a Unit, the amount of any deductible or co-insurance payment that applies under any insurance on such Unit carried by the Association shall be the responsibility of the Unit Owner.

7.06 Adjustment of Losses. Any losses covered by any casualty insurance policy maintained by the Association shall be adjusted solely by and with the approval of the Association and proceeds thereof shall be payable to the Association and not to any mortgagee or Unit Owner. The Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages, and to execute and deliver releases therefor upon payment of the agreed settlement for such claims. The Association shall hold such proceeds in trust for the benefit of the Association, the Unit Owners and lien holders, as their interests may appear. Subject to Section 7.07 below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and no Unit Owners or lien holders shall be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

7.07 Use of Proceeds.

(a) Any part of the Common Elements for which the Association maintains property insurance which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated in the manner provided under the Act, (ii) repair or replacement would be illegal under any state or local health or safety statute, law, regulation or ordinance, or (iii) Unit Owners entitled to cast at least two-thirds ($\frac{2}{3}$) of the votes that all Unit Owners are entitled to cast (including every Unit Owner to whose Unit any Limited Common Element which will not be rebuilt is allocated) vote not to rebuild, unless insurance proceeds are adequate to rebuild. The cost of the repair or replacement in excess of available insurance proceeds and reserves shall be a General Common Expense or, with respect to Limited Common Elements repaired or replaced, a Limited Common Expense.

(b) Any part of a Unit for which insurance is required to be maintained and which is damaged or destroyed shall be repaired or replaced promptly except in the case of events described in subsection (a)(i), (ii) or (iii) above and any cost of repair or replacement in excess of available insurance proceeds shall be borne by the Unit Owner. Any cost of repair or replacement in excess of available insurance proceeds shall be a General Common Expense.

(c) If the entire Condominium is not repaired or replaced, the insurance proceeds shall be distributed and disbursed pursuant to the requirements of the Act.

7.08 Other Insurance. The Board may increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Board determines from time to time, in its discretion, the premiums for which shall be Common Expenses. Policies of insurance shall be deposited with and shall be maintained by the Board. Nothing herein shall be deemed to preclude the Board from obtaining one or more insurance policies that include the improvements and betterments constructed inside and/or personal property contained within the Units if the Board determines that is in the financial best interests of the Unit Owners to do so, and the Association may allocate the costs thereof among the Unit Owners as it deems fair and appropriate.

7.09 Condemnation. If all or any part of the Common Elements or Units are taken through condemnation or eminent domain proceedings, the proceeds of such condemnation shall be paid and applied as provided in Section 1601-107 of the Act. Any award attributable to a taking of all or a part of the Common Elements, including Limited Common Elements, shall be paid to the Association, as trustee for the benefit of the Unit Owners and their respective mortgagees, for distribution pursuant to Section 1601-107 of the Act.

7.10 Termination. Except for a termination resulting from the taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Unit Owners of Units to which one hundred percent (100%) of all votes in the Association are allocated. If the Condominium is terminated by the Unit Owners, and if the real estate comprising the Condominium is sold, the proceeds shall be distributed as provided in Section 1602-118 of the Act.

ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS; ARCHITECTURAL CONTROLS

8.01 Permitted Uses.

(a) Retail Unit(s). The Owner of Retail Unit(s) may operate or cause an independent third-party to operate a restaurant and/or retail space, or any combination thereof, in the Retail Unit(s) ("Retail Space") subject to the following conditions:

(1) The Owner of the Retail Unit(s) agrees that the Retail Space shall be used solely for a restaurant and/or high-quality permitted stores and offices. In no event shall the Retail Space to be utilized in whole or in part for: (i) the storage of explosives or any hazardous material, (ii) the sale of pornographic or other sexually explicit material or massage parlors or other uses that may offend the prevailing standards of decency and morality, (iii) off-track betting or other gambling

establishment, (iv) any venue with live or loud music that can be heard from the street or the other Units after 10:00 p.m., (v), any medical marijuana dispensaries, or (vi) any retail establish for drug paraphernalia or legal marijuana sales.

(2) The following uses for the Retail Space are pre-approved: (i) a casual dining or fine dining restaurant; (ii) clothing stores and gifts shop; (iii) financial institutions, such as banks or insurance agencies; (iv) retail service businesses, such as travel agencies; (v) grocery stores, pharmacies, health food stores, coffee houses, bakeries or retail stores that sell of beer and/or wine, and (vi) professional offices, such as a medical office or law firm.

(3) The Owner of the Retail Unit(s) shall ensure that the construction, renovation and operation of the Retail Space does not conflict with any provision of this Declaration or adversely affect or pose a threat to public health or safety and shall use best efforts so as to minimize resident complaints related to such construction, renovation and operation of the Retail Space.

(4) The Owner of the Retail Unit(s) shall cause the Retail Space to be operated and maintained at all times in a first class safe condition in compliance with all applicable law and regulations.

(b) Residential Units. The residential dwelling Units shall be used exclusively for residential purposes. Each Unit that is a residential dwelling Unit shall be used as a single-family residence, provided that persons providing assistance to the Unit Owners or tenants of a residential dwelling Unit shall be permitted to reside in such residential dwelling Unit (e.g., live-in housekeeper, nurse or other personal care assistant).

8.02 Appearance; Nuisances; Maintenance. Each Unit Owner shall keep his or its Unit in a clean, neat, sanitary and safe condition. Each Unit Owner shall refrain from any activity, including unreasonable noise or other disturbance that unreasonably interferes with the quiet and peaceful enjoyment of other Units and other Unit Owners, residents or occupants; provided, however, that the typical noise associated with the use of the Retail Unit(s) as a restaurant use shall not be considered an unreasonable interference with the quiet and peaceful enjoyment of other Units and Unit Owners. Operation of a restaurant, including storage, holding and provision of alcoholic beverages, and related retail uses as contemplated by Section 8.01(b) in a manner comparable to other restaurants of similar types, shall not be considered to impair or unreasonably interfere with the quiet and peaceful enjoyment of other Unit Owners, residents or occupants. The Board shall have the power to adopt and amend reasonable Regulations relating to the use and occupancy of the Units and prohibiting activities that impair or interfere with the quiet and peaceful enjoyment of the Condominium by the residents or occupants and/or threaten the health, safety and welfare of the residents or occupants, provided, however, that such Regulations may not impose restrictions upon the use of the Retail Unit(s) without the written consent of

the Retail Unit Owner, as the case may be,(regardless of whether the Retail Unit(s)), if the Retail Unit Owner reasonably determines that such restrictions would have a material adverse effect on the operation of its respective businesses at its Unit(s). By way of example, and not by way of limitation, restrictions on hours of operation, serving of alcohol or menu options in the case of the Retail Unit(s), would be considered to be restrictions that would have such a material adverse effect. No Unit Owner may place any garbage, trash or rubbish anywhere on the Real Estate other than in his, her or its own Unit or the Service Area, or as otherwise designated by the Executive Board.

8.03 Leasing.

(a)(i) Subject to the other provisions of this Section 8.03(a)(i) and unless otherwise consented to by the Declarant or, after the termination of the Declarant Control Period, the Executive Board, a Unit Owner of a residential dwelling Unit may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that the following conditions are satisfied (which conditions are expressly not applicable to leases entered into by the Declarant with respect to Units that are owned by the Declarant): (x) such lease must be in writing, provide the names of each person that will occupy the Unit during the term of lease, have a minimum lease term of not less than three (3) consecutive months, and no tenant under any lease may sub-lease to another tenant or permit the Unit to be occupied by others not listed on the lease, (y) a true copy thereof (and any subsequent amendments or modifications thereto) is delivered to the Association within ten (10) days after it is signed by all parties thereto, and (z) the lease shall expressly obligate the lessee(s) to comply with the Act, this Declaration and the Regulations, as the same may be amended from time to time (which shall be binding on the lessee whether or not the lease so states). Notwithstanding anything contained herein to the contrary, but expressly not applicable to leases entered into by the Declarant with respect to Units still owned by the Declarant: (I) no more than twenty-five (25) of residential dwelling Units in the Condominium shall be leased at any given time, and (II) no Person (together with any affiliate of a Person) that owns more than one residential dwelling Unit, shall lease more than one (1) Unit at any given time. Accordingly, residential Unit Owners seeking to lease their Unit must first obtain written confirmation and approval from the Association that no more than the maximum allowed number of residential dwelling Units are then actively under lease and that the Unit Owner may only then enter into a lease for his or her Unit. Provided, however, that the above-described limitation on the total number of residential dwelling Units that may be leased at any given time shall not be applicable to an institutional mortgage lender that acquires title in its own name, or in the name of subsidiary entity, to a residential dwelling Unit by foreclosure or deed in lieu of foreclosure during such time as such institutional mortgage lender or such subsidiary entity retains title to said residential dwelling Unit. In addition, under no circumstances shall any Unit or any portion thereof be rented as a so-called "short term rental" under any agency or booking platform such as "Airbnb", "VRBO", "FlipKey" or similar platforms or agencies.

(ii) Subject to Section 8.01(a), the Owners of the Retail Unit(s) may lease all or any portion of its Unit(s).

(b) Whether or not so stated in any lease, all tenants and occupants of a Unit shall be bound by the Act, this Declaration and the Regulations, and the Association shall be entitled to enforce the provisions hereof and thereof against such persons directly, provided further that the Unit Owner leasing such Unit shall at all times be responsible to ensure that the tenants and occupants of its Unit comply with this Declaration and the Regulations. The Association shall be entitled to demand payment directly from the lessee of any Assessments, fines or other sums payable by the Unit Owner which are delinquent and the lessee shall pay such sums to the Association (not in excess of amounts due to the Unit Owner) and shall have the right to deduct sums so paid to the Association from amounts due the Unit Owner under the lease. Nothing in the foregoing shall be construed as relieving the Unit Owner from his obligation to make all payments and perform all actions required under this Declaration, and the Unit Owner shall remain directly and primarily liable for such obligations. The Association shall have the right to require that the Unit Owner take all necessary steps to terminate such lease and evict such tenant(s) within thirty (30) days after written notice from the Association as a result of violations by the lessee (or his family, invitees or invitees) of the Act, this Declaration or the Regulations which continue or recur after written notice thereof is given by the Association to the Unit Owner or the lessee.

8.04 Signs and Displays.

(a) With respect to the residential dwelling Units, nothing shall be hung or displayed on or from the outside of a Unit, or out of or from the exterior windows or placed on the outside walls. No awnings, canopies or shutters (except for those installed by Declarant or the Association) shall be affixed or placed upon the exterior walls or roofs of the Units or any part thereof, nor relocated, replaced or extended. No awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature shall be erected or placed upon or attached to the residential dwelling Units or any part thereof except as set forth below, no addition to or change or replacement of any exterior light or other exterior hardware shall be made; and no painting, attaching of decalcomania, or other decoration shall be done on any exterior part of the surface of the residential dwelling Units nor on the interior or exterior surface of any window or door of the residential dwelling Units.

(b) With respect to the Retail Unit(s), the Owners of such Units may install signage in their Limited Common Element Signage areas shown on the Plat and Plans, and canopies, awnings, screens and banners, and painted or attached decalcomania, signs, and decorations on the interior surfaces or windows and doors so long as such installation complies with all applicable laws and such Retail Unit(s) signage installation shall not be subject to the review or approval by the Executive Board.

8.05 Modifications of Units. The architectural integrity of the Units shall be preserved without modification, and therefore, except as may otherwise be expressly and specifically allowed by this Declaration or the Regulations: (a) no Unit shall be structurally modified, altered or changed (either laterally or vertically or any other manner) nor shall any common area or surface be penetrated in any manner; and (b) all maintenance and use by Unit Owners of all Units shall be done so as to preserve the appearance and character of the same, without modifications. Notwithstanding the foregoing, Declarant reserves the right to make changes and alterations to any Units it may own consistent with preserving the architectural and structural integrity of the Building.

8.06 Animals and Pets. (a) No livestock, fowl, poultry or animals may be raised, bred, kept or allowed in any Unit or the Common Elements, except for pets that are expressly allowed under this Section 8.06

(b) Unit Owners residing in the Unit that he/she owns may have the following types and numbers of domesticated animals as pets:

(i) Dogs: no more than two (2) dogs.

(ii) Cats: no more than two (2) domestic house cats.

(iii) Fish and other aquarium species: one (1) aquarium of not more than fifty-five (55) gallon capacity.

(c) No other animals or pets are permitted. The Association has the sole discretion to restrict certain breeds of dogs and/or cats from being kept in the Condominium. Such restrictions may be established under the Regulations.

(d) Residents occupying a Unit under a lease or rental agreement (i.e., tenants) are not permitted to keep animals or pets of any kind.

(e) Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age.

(f) Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered in Common Elements. Pets must not be left unattended in the hallways, lobby area, or any other part of the Condominium. Pets in transit are to be carried, restrained by a leash no longer than five feet in length, or placed in an animal carrier.

(g) Persons who exercise and walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet

droppings in the following designated areas: (I) proper receptacles or (II) if securely double-bagged, in trash receptacles specifically designated by the Executive Board.

(h) Unit Owners are responsible for any damage caused by their pets or those of their tenants or guests. Any damage caused by the use of cleaning chemicals by pet owners or caregivers in an attempt to remedy such damage is also the full responsibility of the Unit Owner.

(i) No pet shall be allowed to become a nuisance or to create any unreasonable noise, odor or other disturbance. Examples of pet behavior that constitutes a nuisance for the purposes of this Section are as follows:

(i) Unruly, aggressive or dangerous behavior that causes personal injury or property damage or places persons in reasonable apprehension of injury.

(ii) Barking, whining, scratching or other noise that can be heard from within any Unit or within any part of the Retail Unit(s).

(iii) The presence of pets in Common Elements that are not under the complete physical control of a responsible person and on a hand-held leash not more than five feet in length or in a pet carrier.

(iv) Defecation or urination upon or that otherwise spoils the floors or walls of a Common Element, another Unit, or the Retail Unit(s).

(v) Pet odors that can be detected in Common Elements or in another Unit.

(vi) Conspicuous uncleanliness or infestation with parasites.

(j) Unit Owners are responsible for the cost of all damage to Common Elements, to other Units, or the Retail Unit(s), caused by their pets and those of their tenants and guests, including damage to carpeting in hallways, elevators or foyers, and to all trees and shrubbery or other landscaping, and the Executive Board shall collect the costs for cleaning or replacement as a Special Assessment to the responsible Unit Owner.

(k) Notwithstanding any other provision herein, blind or visually impaired residents of a Unit may keep a certified, trained guide dog in his/her Unit.

(l) Unit Owners are responsible for enforcing the prohibition against their tenants and guests keeping any pets of any kind in a Unit or in the Common Elements.

(m) Unit Owners shall be responsible for and shall indemnify the Association, the other Unit Owners, the Retail Unit Owner(s) and the Declarant and hold them each harmless against loss or liability of any kind caused by their pets or arising out of the presence of their pets in or about the Condominium.

(n) The Executive Board shall establish procedures for the enforcement of the animal and pet provisions set forth above consistent with this Declaration and the Act. If the Retail Unit Owner(s) brings a complaint of a violation of these animal and pet provisions to the attention of the Executive Board, and in the Retail Unit Owner's sole discretion determines that the Executive Board has failed to enforce these pet provisions, then the Retail Unit Owner(s) may in writing direct the Board to take appropriate enforcement action, which may include requiring permanent removal of the offending pet, and the Retail Unit Owner(s) may seek any legal remedy in a court of competent jurisdiction, including but not limited to injunctive relief, and to recover from the responsible Unit Owner attorneys' fees and costs in obtaining such remedy.

8.07 Personal Property on Common Elements. No benches, chairs, or other personal property shall be placed or left on any part of the Common Elements without the prior consent of the Executive Board provided, however, that this limitation shall not apply to any Limited Common Element areas allocated to the Retail Unit(s) as shown on the Plats and Plans.

8.08 Electric Service; HVAC Systems. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the reasonable judgment of the Executive Board, an unreasonable disturbance to others (provided that the operation of the Retail Unit(s) as contemplated by this Declaration shall not be deemed to cause an unreasonable disturbance to others), nor shall any Unit Owner connect any machine, appliance, accessory, or equipment to the heating system or plumbing system in a manner not contemplated by the original construction and fit-up of the Units without the prior written consent of the Executive Board. Installation, removal, reconstruction, or repair of any electrical lighting and power circuits, or electrical outlet box, or terminal device included in such outlet box, or any item of heating, air conditioning or heat pump equipment, any of which is located within the boundaries of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written consent has been received from the Executive Board, which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall not be necessary in case such installation, removal, reconstruction or repair is necessitated by a failure or other malfunction that prevents the Unit from being operated in the manner contemplated by this Declaration or results in an unsafe condition. Such consent shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Building and shall be performed by qualified personnel. The cost of installation, removal, reconstruction or repair whether undertaken by a Unit

Owner, or by the Executive Board, (under the same procedures utilized for Common Elements), shall be borne by the Unit Owner of the Unit benefited thereby.

8.09 Regulations. Reasonable Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Regulations. No Regulation shall be adopted by the Executive Board except by resolution of the Executive Board made at a meeting open to all Unit Owners following written notice to all Unit Owners, which notice shall have set forth the substance of the Regulation(s) proposed for adoption. Copies of the then current Regulations shall be furnished to all Unit Owners by the Executive Board promptly after adoption of such Regulations or any amendments thereto. Any such Regulations shall, however, be subject to and not in conflict with the provisions and limitations of Section 8.02 hereof.

8.10 Improvements on Common Elements. Except as otherwise provided herein, no Unit Owner shall construct or cause to be constructed any improvements on or to any of the Common Elements, or alter or cause to be altered any Common Element, without the prior approval of the Executive Board, which approval may be granted or withheld by the Executive Board in its sole and absolute discretion, or approved subject to such conditions as the Executive Board may impose.

8.11 Building Roof. No Unit Owner may enter upon the roof areas of the Building or place or store anything on or about said roofs, except (i) for installation, maintenance, repair, upgrade and replacement of heating, ventilation and air conditioning systems and such other equipment and mechanical systems located on the roof serving the Retail Unit(s) and/or the residential dwelling Units, as shown on the Plats and Plans, subject to such reasonable rules and regulations regarding size, height, placement and visibility thereof as adopted by the Executive Board, or (ii) for maintenance in accordance with Regulations adopted by the Executive Board.

8.12 Mechanical Systems. The Unit Owners shall be responsible for the maintenance, repair, upkeep and replacement of the HVAC Systems and other mechanical units and related components that exclusively serve their Units. Because improper maintenance of or repairs to such equipment may adversely affect common components of the HVAC Systems and other mechanical system serving the Building, maintenance and repair of such systems and components shall be done only by a contractor or company approved by the Executive Board, and the Executive Board shall have the authority by Regulation or otherwise to publish from time to time a list of companies and contractors approved to perform such maintenance or repairs. The Executive Board's approval of a company or contractor shall not create any liability on the part of the Executive Board of the Association for any defect or deficiency in the services performed by any such company or contractor. The Executive Board shall ensure that all HVAC Systems and the external mechanical equipment for the HVAC Systems meet the maximum allowable noise requirements for the zoning district. The

Executive Board shall submit documentation of the decibel output to confirm compliance of the HVAC Systems in respect of the rated noise levels and cumulative noise levels to the City of Portland's Zoning Administrator.

8.13 Noise. (a) Because the Units share common walls with other residential Units, and because the Retail Unit(s) is located on the first floor of the Building, the control of noise and vibration is critical to the harmonious use and enjoyment of the Condominium. Any noise or vibration from a Unit that can be detected by human hearing within another Unit or within the Retail Unit(s) shall be deemed to be a "Noise Violation," and it shall be the responsibility of the Unit Owner causing the Noise Violation to promptly abate the Noise Violation.

(b) Televisions, audio equipment and the like should be set to a minimum level that will not disturb others between the hours of 10:00 p.m. and 8:00 a.m. Persons with hearing difficulty should utilize headphones or other hearing aids if necessary to avoid unreasonable sound levels from audio sources.

(c) The construction methods and materials of walls, floors, flooring, doors, etc. and the makes and models of appliances and fixtures have been selected to minimize noise and vibration transmission, in accordance with all applicable codes, between Units and to the Retail Unit(s). No alterations or modifications shall be made to the Units or the Common Elements that would increase the noise or vibration transmission or reduce the effectiveness of noise or vibration mitigation measures.

8.14 Architectural Controls. (a) After the completion of construction by the Declarant, and except as otherwise provided herein, no modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the Common Elements, including without limitation, the Limited Common Elements, without the prior written approval of the Executive Board.

(b) Such modification, decoration, change or other improvement shall not be considered for approval until a written request for approval accompanied by plans and specifications showing the nature, kind, materials and location of the proposed improvement shall have been submitted to the Executive Board in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding area, structures and topography of the complex.

(c) The Executive Board shall approve or disapprove such request within ninety (90) days of receipt by the persons designated by the Association to receive such requests, or in the event of no designation, the President of the Association. If the Executive Board has not called a special meeting as provided in paragraph (d) of this Section 8.14, or if the Executive Board fails to approve or disapprove said request in writing within ninety (90) days after said plans and specifications have been received by the designated representative of the Association,

approval will be automatically deemed given and this Article shall be deemed to have been fully complied with. The managing agent, if any, may convene a quorum of the Executive Board via telephone conference to approve or disapprove the request within the ninety (90) day period referenced above, and shall deliver the Executive Board's decision to the Unit owner, which will have the same force and effect as if delivered by the Executive Board.

(d) The Executive Board reserves the right to submit any request made pursuant to this Article to the members of the Association at a special meeting called pursuant to the Bylaws. Such meeting shall be called within ninety (90) days from receiving the request in accordance with this Section 8.14 and the request shall be considered denied until a vote of the membership has been completed at such meeting, which vote shall be final.

(e) Notice of default in compliance with this Section 8.14 can be given or legal action to enjoin any modification, decoration, change or improvement can be commenced in accordance with Article XI of this Declaration. Approval will be automatically given and this Article shall be deemed to have been fully complied with if action is not taken by the Association within the applicable time frames set forth in Article XI below.

(f) The Association shall be entitled to enforce this Section 8.14, and the provisions of Article XI of this Declaration shall apply.

8.15 Occupancy Plan. No Unit may be used in fact or in effect as part of, or in furtherance of, an Occupancy Plan (as defined below). For purposes of the foregoing requirement, an "Occupancy Plan" means a plan for the use, occupancy, marketing, advertising or promotion of one or more Units under any timeshare or fractional plan, residence, destination or luxury club, equity or non-equity program, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires the right to use or occupy such Unit(s) or a portfolio of accommodations including such Unit(s). The foregoing prohibitions shall not apply to Units that are owned by, or any Occupancy Plan that is operated by, the Declarant.

8.16 Duration of Restrictions; Breach. Except as may be otherwise provided herein regarding limitations on the duration of restrictions and the Units benefited by any such restrictions, the restrictions relating to the use of the Units set forth in this Section 8 that are imposed by virtue of this Declaration shall be for the benefit of the owners of all the Units, and shall remain in full force and effect until the twentieth (20th) anniversary of the date of this Declaration, and thereafter shall be automatically extended for successive periods of twenty (20) years, unless by unanimous vote of the Executive Board and vote of one hundred percent (100%) of the then owners of all the Condominium Units, as aforesaid, it is agreed to terminate said

restrictions, in whole or in part. No Unit Owner shall be liable for any breach of the provisions of this section except as such occur during such Unit Owner's ownership thereof.

ARTICLE IX - EASEMENTS

9.01 Statutory Easements. Declarant expressly reserves, and the Real Estate and the Condominium are expressly subject to, the easements provided for by Sections 1602-114 (easement for encroachments), 1602-115 (easement for use for sale purposes) and 1602-116 (easement to facilitate completion, conversion and expansion) of the Act, and the express easements set forth herein supplement such statutory easements and are not in lieu thereof.

9.02 Easement to Construct and to Dedicate Improvements. Declarant hereby reserves for itself, its successors and assigns, and the Association, the following easements, rights and privileges:

(a) All easements, whether general or specific, shown on the Plats and Plans, and in the recorded subdivision plan relating to the development of the Real Estate;

(b) An easement for the construction, installation, repair, inspection, alteration and maintenance of surface and subsurface utilities and utility facilities including, without limitation, electrical, telecommunications, cable television, water, sewer and similar facilities to serve the Condominium and all Units the Declarant reserves the right to construct hereunder, provided that such easements shall be located only in the Common Elements and in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(c) The right to grant easements through, over, across and under the Common Elements to public or private entities furnishing electric, telecommunications, cable television, public water, sanitary sewer, storm sewer, natural gas or other utility services, whether such services are being provided to this Condominium or to other property, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(d) The right to dedicate or offer for dedication to the City of Portland or other appropriate municipal or quasi-governmental entity (i) all roads (and related road rights-of-way) constructed within the Condominium pursuant to the Plan, (ii) all drainage easements and other easements necessary or appropriate to provide access to and from any stormwater management facilities or other Common Elements, and (iii) any other facilities, arrangements, agreements or easements in or with regard to the Common Elements required or that may hereafter be required to be dedicated or

offered for dedication to, or for use by, the public, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration;

(e) An easement in favor of the appropriate utility companies for such services as are desirable or necessary to adequately serve the Real Estate and all appurtenances thereto; including (by way of illustration and not limitation) the right to install, lay, maintain, repair, relocate and replace water mains and pipes, steam lines, gas mains and pipes, sewer and drain lines, telephone and other communication wires, cables and equipment, electrical wires and conduits and association equipment, over, under, through, in, along and on the Real Estate (including, without limitation, one or more Units therein, but only in the location existing at the time the Unit is first conveyed to a purchaser other than the Declarant and provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration); and

(f) The right to grant such easements over, under and through the Common Elements (including the Limited Common Elements) as shall be reasonably necessary to facilitate ingress and egress rights between the Condominium and any parking facility that may be located on the adjacent property that is utilized for vehicular parking by any Unit Owners, provided that such easements shall be located in such a manner as to not interfere with the use, occupancy or enjoyment of the Units and the Limited Common Elements as contemplated by this Declaration.

9.03 Easement for Proper Maintenance and Operation of the Condominium. The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Declarant, the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements), and in connection therewith, the Declarant and the Association may grant easements, licenses or permits over the Common Elements for utilities, roads or other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium, provided that such easements shall not be located or exercised in a manner that shall interfere with the use of the Units as contemplated by this Declaration.

9.04 Easement for Inspection and Abatement. The Declarant and the Association, and their officers and agents, shall have the right and easement to have access to each Unit at reasonable times and upon reasonable notice in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for or abate any violation of the Condominium Documents. The rights and easements reserved under this Section 9.04 shall be exercised in a manner that shall not interfere with the use of the Units contemplated by this Declaration.

9.05 No Obstruction. No Unit Owner shall conduct any activities on or about his Unit or the Common Elements, or construct or place on his Unit or on any Common Elements any building, structure or obstruction which may interfere with or obstruct the Declarant's, the Association's or any other persons' right of use or enjoyment of the Common Elements or any of the easements affecting the Condominium or any part thereof.

9.06 Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches on any Unit, or if any Unit hereafter encroaches upon any Common Elements (other than as a result of the intentional or negligent act or omission of a Unit Owner other than the Declarant), a valid easement appurtenant for such encroachment shall exist.

9.07 Easements and other Matters of Record. The Condominium is on the date hereof subject to those recorded easements and other matters of record identified on Exhibit "B" attached hereto and made a part hereof, and to those other easements, notes, conditions and restrictions as are set forth herein in Exhibit A attached hereto, on the Plats and Plans, or on the approved and recorded subdivision of the Real Estate. In addition to such recorded easements, Declarant hereby grants to the general public a right of way pedestrian easement (including wheelchairs and similar mobility assistance equipment for the disabled) on, over and across any sidewalks located on the York Street side and High Street side of the Building for the sole purpose of ingress and egress over and across the said sidewalks abutting the said adjacent streets.

9.08 Additional Easements in favor of Units. The following easements are hereby created in favor of the designated Units:

(a) The Retail Unit(s) shall have an easement through the residential dwelling Units at reasonable times following prior notice to the residential dwelling Units Owner and to the Association except in the case of an emergency situation, for the following purposes:

(i) for installing, maintaining, repairing, upgrading and replacing any systems and other facilities such as, by way of example and not by way of limitation, the various HVAC Systems and other ducts and chutes, serving the Retail Unit(s), as applicable, that extend from the Retail Unit(s) into the residential dwelling Units; and

(ii) for access to the roof for the purpose of installing, maintaining, repairing, upgrading and replacing the heating, ventilation and air conditioning systems and such other equipment and mechanical systems located on said roof and serving the Retail Unit(s); and

(b) The residential dwelling Units shall have an easement for access to the street level or below through the Retail Unit(s) at reasonable times following prior notice to the Retail Unit Owner(s) (except in the case of an emergency situation) for the purpose of installing, maintaining, repairing, upgrading and replacing utility lines facility systems, and such other equipment and mechanical systems located on said street level or below and serving the residential dwelling Units; and

(c) Each Unit Owner, and the clients, customers, guests, employees, tenants, subtenants, invitees, agents, contractors and licensees of the Unit Owners shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exits, corridors and other paved Common Elements on the Real Estate as a means of ingress, egress and regress to and from the Condominium and the adjacent parking areas and public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Owner of reasonable ingress, egress and regress to and from Condominium and the adjoining public streets.

ARTICLE X - SPECIAL DECLARANT RIGHTS

10.01 Reservation of Special Declarant Rights. Declarant hereby reserves for itself, and any successor Declarant, the following rights:

(a) While Declarant owns any Units, the right to maintain and relocate, from time to time, one (1) or more (but not more than two (2) at any one time) construction, management, and/or sales offices (without limitation as to size or location, so long as such is not located in or within a Unit no longer owned by Declarant);

(b) The right to maintain signs on Units owned by the Declarant and on the Common Elements advertising Units owned by the Declarant for sale or lease, and such other signs, including directional signs, as the Declarant may desire to place on its Units or on the Common Elements in connection with the marketing and/or sale of Units and the construction of Units and other Improvements on the Condominium, or to provide traffic direction or to announce the name of the Condominium, or for such other purposes as Declarant may determine;

(c) The right to complete all Common Elements and Units planned or contemplated for construction within the Condominium;

(d) The right to relocate boundaries between Units owned by the Declarant, and the right to relocate the boundaries between Units and Common Elements, together with the right to prepare, execute and record such amendments to this Declaration and the Plats and Plans as may be necessary to show the altered boundaries, to the fullest extent permitted by the Act;

(e) The right to appoint, remove and replace officers and Directors of the Association during the Declarant Control Period, to the fullest extent permitted hereunder and by the Act;

(f) All restrictions and easements described in Article VII and Article VIII of this Declaration, to the extent such restrictions and easements are stated to be for the benefit of the Declarant;

(g) All other reserved rights of Declarant contained in this Declaration or any of the other Condominium Documents; and

(h) The right to transfer, in the manner set forth in the Act, any or all of the Special Declarant Rights reserved unto the Declarant herein.

The time limit for Declarant's exercise of any of the foregoing Special Declarant Rights shall terminate upon the earlier of ten (10) years from the recordation of this Declaration or such time as the Declarant no longer owns a Unit.

10.02 Models; Sales Offices, Etc. While Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices and to maintain on or about the Common Elements such construction offices, construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Condominium and the construction of Units and Common Elements.

10.03 Anti-Speculation / Right of First Refusal. In the event that any Unit owner intends to sell his or her residential dwelling Unit prior to the earlier to occur of: (i) Declarant selling all of the residential dwelling Units initially owned by the Declarant or (ii) December 31, 2018, the Buyer shall offer to sell to the Declarant, and the Declarant shall have the right to purchase, the Unit at the same price at which the said Unit owner purchased the Unit from the Declarant, in the same condition in which the Unit was purchased, including all fixtures and options therein. The Declarant shall have thirty (30) days to accept such offer with closing to occur thirty (30) days after the Declarant's acceptance of such offer. If the Declarant declines to accept such offer or issues a waiver of the Declarant's right of first refusal in the instance of the proposed sale, the Unit owner shall not have the right to sell the Unit at a price lower than the price originally offered to the Declarant for a period of ninety (90) days thereafter without reoffering to the Declarant at the reduced price with the same procedure as set forth above. Time is of the essence and a material provision of this right of first refusal. Nothing in the Section 10.03 shall impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default, which deed identifies the circumstances classifying it as such a deed, or to dispose of, advertise, sell or lease a Unit acquired under the procedures set forth in this sentence, and any such foreclosure or deed shall convey title free and clear of any such

right of first refusal or purchase option with respect to such conveyance, but only with respect to such conveyance.

10.04 Execution of Supplemental Declarations. The Declarant shall have the right, without the consent, approval or joinder of the Association or the other Unit Owners, to make, execute and record supplemental declarations, and make such amendments to the Plats and Plans, as may be necessary in order to exercise any of the Special Declarant Rights reserved to the Declarant herein, to the fullest extent permitted by the Act.

ARTICLE XI - COMPLIANCE AND ENFORCEMENT

11.01 Compliance and Breach. The Board shall have the authority to exercise any and all remedies provided in this Declaration, or as otherwise may be provided by law, to enforce compliance with or remedy any violation of this Declaration, including the right to bring a suit at law or in equity to compel compliance with this Declaration, to restrain or abate any violation of this Declaration, or to recover damages for such violation. The Association shall be entitled to recover the reasonable costs of enforcement, including attorney's fees, from any Unit Owner or other person violating this Declaration or the Regulations. For purposes hereof, violation of any Regulations or Bylaws adopted by the Association shall be considered a violation of this Declaration.

11.02 Enforcement by Unit Owners; Procedures.

(a) The Association shall have the right and authority to enforce all provisions of this Declaration, including without limitation the covenants in this Declaration relating to the payment of Assessments by Unit Owners.

(b) If the Board (or a committee thereof, as the case may be), approves the construction, alteration or modification of any structure or improvement hereunder, such decision shall be final, binding and conclusive on all Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to contest such approval or to compel the removal, modification or alteration of any structure or improvement built, made or altered in accordance with the terms of such approval.

(c) No Unit Owner shall have the right to bring any action at law or in equity to enforce any of the other terms, covenants, restrictions or provisions of this Declaration, or of the Bylaws or the Regulations, unless such Unit Owner shall have first complied with the procedures in Section 11.03 hereof, provided that this provision shall not preclude a Unit Owner from commencing an action if necessary in order to toll any statute of limitations pending compliance with the procedures set forth in Section 11.03 hereof.

11.03 Grievance Procedure.

(a) If any Unit Owner alleges that one or more other Unit Owners or occupants of any Unit have violated or are violating the Condominium Documents (other than the use restrictions set forth in Section 8.01), before commencing any action relating thereto such Unit Owner shall first give written notice thereof to the Board and the affected Unit Owner(s) specifying with reasonable particularity the name and address of the alleged violator and the nature of the activities constituting a violation of the Condominium Documents. Notwithstanding the preceding, nothing herein shall be deemed to (i) preclude a Unit Owner from commencing an action prior to compliance with the grievance procedures set forth herein if reasonably necessary in order to toll any applicable statute of limitations, provided that the Unit Owner bringing such action promptly thereafter complies with the procedures set forth herein or (ii) preclude a Unit Owner from commencing an action without compliance with the grievance procedures set forth herein if such action relates to or arising out of an alleged violation of the use restrictions set forth in Section 8.01.

(b) Within forty-five (45) days after the receipt of such notice, the Board, or a Committee of the Board, shall hold a hearing with respect to such complaint. Notice of the time, date and place of such hearing shall be given to the complainant and the person or persons against whom such complaint is made. Within fifteen (15) days after the date of such hearing, the Board or a Committee thereof, as the case may be, shall render a decision as to whether or not the actions complained of constituted a violation of the Condominium Documents and, if a violation has been determined to exist, a determination of what, if any, relief or remedies the Board deems appropriate under the circumstances. The Board shall have the authority from time to time to promulgate Regulations relating to the procedure to be followed in cases where a Unit Owner complains of the acts or omissions of other Unit Owners or occupants, and to govern procedures that shall apply at any hearing or hearings. If deemed necessary by the Board, any hearing with respect to an alleged violation of the Condominium Documents may be continued from time to time until the Executive Board has obtained all information and/or testimony necessary in order to render its decision.

(c) In all hearings before the Board or any Committee thereof, all parties are entitled to be represented by legal counsel of their choice. The Board or an applicable committee of the Board shall determine all matters of procedure with respect to hearings before the Board under this Section 11.03, and shall not be bound by the formal rules of evidence.

(d) In connection with any claim at law or in equity by one or more Unit Owners against one or more other Unit Owner(s) or occupants of any Unit alleging any violation hereof, the Association, to the extent not otherwise prohibited by law, shall have right to intervene in such proceedings if deemed to be in the best interests of the Association, including without limitation any proceeding calling into

question the validity, enforceability or interpretation of any covenants, restrictions or provisions of the Condominium Documents.

11.04 Remedies Cumulative; No Waiver. All rights and remedies provided for herein, or as otherwise may be available at law or in equity, shall be cumulative and may be pursued individually, together, at one time or from time to time, as the Board of the Association deems appropriate in its sole discretion. No delay or forbearance in the enforcement of any provisions of this Declaration shall be construed as or constitute a waiver of the right to do so. Neither the Association nor any Unit Owner shall be deemed to have waived any right of enforcement or any breach or default of the provisions of this Declaration on the part of any Unit Owner or occupant unless such waiver shall be in writing, and then only to the extent expressly set forth in such writing.

11.05 Costs and Attorney's Fees. In any action at law or in equity by the Association to enforce the Condominium Documents, the Association shall have the right to recover all costs and expenses and including reasonable attorney's fees (before trial, at trial and on appeal) incurred by it in enforcing or attempting to enforce the Condominium Documents, and such amounts may be assessed against the Unit Owner and shall constitute a lien on his Unit as provided herein.

11.06 Alternative Dispute Resolution - Mediation and Binding Arbitration. In recognition of the high cost and delays of litigation in state and federal courts, all Parties (as hereinafter defined) to a Covered Claim (as hereinafter defined) shall be obligated to comply with the following procedures:

(a) Mediation. Upon notice given by any Party (whether before or after any arbitration or other legal proceedings are commenced), all Covered Parties shall submit to non-binding mediation before a single mediator selected pursuant to the applicable mediation rules of the American Arbitration Association ("AAA"), or such other rules or procedures as the parties may mutually agree. The mediation shall be held in Portland, Maine, at a neutral location approved by the Parties or, if they are unable to agree within a reasonable time, as selected by the mediator. In such mediation, the Parties shall endeavor in good faith to mediate and settle such Covered Claim. The expenses of the mediation, including the fees of the mediator and the costs (if any) of the facility at which the mediation is held, shall be borne equally by the Parties. Each Party shall bear its own costs and attorney's fees incurred in attending and participating in the mediation.

(b) Arbitration. If the Parties are unable to resolve and settle all Covered Claims through mediation as provided above, then such Covered Claim shall be submitted to binding arbitration in accordance with the rules of AAA, before a single arbitrator, selected and appointed in accordance with the rules of AAA, or such other rules or procedures as the parties may mutually agree. The decision of the arbitrator shall be binding, final and conclusive, shall be unappealable (except as permitted by

law) and may be entered as a final judgment in any court of competent jurisdiction, and shall be enforceable as such. All expenses of the arbitration, including the fees of the arbitrators, shall be borne equally by the Parties unless the arbitrator's award or impose such costs in some other manner by unanimous agreement. The obligation to arbitrate Covered Claims shall be an absolute bar to the bringing of any action, suit or other proceeding in any state or federal court otherwise having jurisdiction thereof.

(c) Covered Claims. Claims subject to mediation and binding arbitration pursuant to this Declaration ("Covered Claims") shall include all claims, actions, causes of action, suits, counterclaims and disputes to which two (2) or more Parties are parties (whether or not persons or entities other than Parties are also parties), whether arising in contract, in tort (except for such tort claims as are covered by insurance), by statute or otherwise, and that arise directly or indirectly out of the following (unless the same constitute Excluded Claims):

(i) Any claim against the Declarant or any Affiliate of the Declarant by the Association (or any member thereof), by any one or more Unit Owners on behalf of themselves or on behalf of or in the right of the Association, the Executive Board (or any member thereof) and/or any other person claiming by, through or under the Association or any Unit Owner, arising directly or indirectly out of (A) any defect or alleged defect in the Units and/or Common Elements, (B) any breach or alleged breach of any statutory, express or implied warranty relating to the Common Elements, Units and/or the Condominium generally, (C) any violation or alleged violation of law (including without limitation the Act) on the part of the Declarant, or any Affiliate of the Declarant, in any way related to or arising out of the creation, organization, development, construction and sale of the Condominium and/or the organization, operation or finances of the Association, or (D) any alleged breach by the Declarant of any of its obligations under this Declaration or the other Condominium Documents;

(ii) Any claim, directly or indirectly, arising out of any act or omission or alleged act or omission on the part of the Executive Board (or any member thereof) any committee of the Executive Board (or any member thereof), or any officer of the Association, including any claim arising out of any alleged violation of this Declaration or breach of duty, but excluding any claim for unemployment compensation, workers' compensation, employment benefits or other statutory benefits of any kind;

(iii) Any claim for indemnity and/or advancement of expenses by a current or former member of the Executive Board, current or former officer of the Association or other person claiming such entitlement pursuant to the terms of this Declaration, the Act or other applicable law, as a result of any action, suit or proceeding to which he is a party or threatened to be made a party, by reason of having acted or served as a member of the Executive Board, officer or agent of the Association, or in any other capacity, and any claim by a Unit Owner against the Association or the Executive Board (or any present or former member thereof), in either

case arising out of or in any way related to the Condominium Documents or the Condominium; and

(iv) Except as provided below, any claim by the Association or the Executive Board against a Unit Owner, or a resident or tenant of a Unit, and any claim by one or more Unit Owners, tenants or residents of the Condominium against the Association, the Executive Board (or any member thereof), or any officer or agent of the Association, arising out of any violation or alleged violation of the Act or the Condominium Documents, or any other matter related to the operation, management, maintenance, repair or replacement of the Association, Condominium, the Units or the Common Elements.

(d) Excluded Claims. Notwithstanding the preceding, the following claims, actions, disputes, suits and proceedings ("Excluded Claims") shall not be subject to mandatory mediation and binding arbitration:

(i) Unless the Executive Board so elects, in its sole and exclusive discretion, any suit or action by or on behalf of the Association or the Executive Board to collect Common Expense Assessments from a Unit Owner (including but not limited to, the Declarant), and/or interest, late charges, costs of collection and attorney's fees associated therewith, and any proceedings to foreclose or realize on the Association's lien for such Assessments;

(ii) Any equitable claim by the Association against a Unit Owner or any tenant or resident of the Condominium to restrain or abate a violation or continued violation of the Condominium Documents, to compel compliance with the Condominium Documents, or to abate any nuisance allegedly committed by such person, and to collect costs of suit and reasonable attorney's fees in connection therewith; provided that any claim for monetary damages arising out of such matter shall be subject to mediation and binding arbitration as a Covered Claim;

(iii) Any claim against the Association or the Executive Board, or any member or former member thereof, to the extent that the terms of any insurance policy maintained by the Association or the Executive Board that would otherwise cover all or a part of any liability on such claim would or may, in the judgment of the Executive Board, cause such coverage to be unavailable or limited by reason of the fact that such claim were required to be submitted to mediation or arbitration as provided hereby;

(iv) Any dispute or claim between the Declarant (and/or an Affiliate of the Declarant) and a person who has signed a contract to purchase a Unit or who has purchased a Unit from the Declarant to the extent that the written agreement between the Declarant and such purchaser expressly makes such dispute or claim subject to a different means of dispute resolution and such alternative means of dispute resolution applies to the dispute or claim; and

(v) Any claims between Unit Owners, or claims between a Unit Owner and his or her tenant, other than claims arising out of an alleged violation of the Condominium Documents, unless the Association, the Executive Board (or any committee or member or former member thereof) and/or a present or former officer or agent of the Association or Executive Board is or are named or added as parties to such claim, suit or proceeding.

(e) Party(ies). A Party means, as the case may be, the Association, the Declarant, any Affiliate of the Declarant, any Unit Owner, any resident or tenant of the Condominium, the Executive Board (and each individual former and present member thereof), any committee of the Executive Board (and each individual former and present member thereof), and any Eligible Mortgage Holder.

(f) Affiliate. With respect to the Declarant, (i) any general partner or limited partner thereof, and their respective officers, directors, agents, managers, partners, members and shareholders, (ii) any company or entity directly or indirectly controlled by or under common control with, the Declarant or any person described in clause (i), and , (iii) any company or entity of which the Declarant, or any person described in clauses (i) and/or (ii), alone or in combination with one or more other such persons, owns a controlling interest.

ARTICLE XII - MISCELLANEOUS

12.01 Assignment of Declarant's Rights and Obligations. The Declarant or any successor Declarant shall have the right, in its sole discretion, to assign its rights, privileges and obligations hereunder to a successor by a written instrument executed by the Declarant and such successor, in compliance with the Act.

12.02 Amendment - Generally. Subject to the other provisions of this Declaration and the Act, this Declaration may be amended in the following manner:

(a) Any amendment to this Declaration may be proposed by the Declarant, the Board or by Unit Owners entitled to cast at least two-thirds ($\frac{2}{3}$) of the votes which all Unit Owners are entitled to cast. The manner of proposing any amendments to this Declaration and giving notice to Unit Owners shall be as set forth in the Bylaws.

(b) Except as otherwise provided herein or in the Act, the Declaration may be amended only with the affirmative vote or agreement of Unit Owners entitled to cast at least two-thirds ($\frac{2}{3}$) of the votes that all Unit Owners are entitled to cast.

(c) No amendment to this Declaration shall make any change that would in any way alter, modify or affect any of the rights, easements or privileges of

the Declarant, including Special Declarant Rights, without the consent of the Declarant, and no amendment that affects the particularized rights that are unique to a particular Unit shall be effective without the prior written consent of the Unit Owner of such Unit, regardless of whether such Unit Owner is in good standing.

(d) Each amendment to the Declaration shall be recorded and is effective upon recording.

(e) No Person may bring any action challenging any amendment to this Declaration more than one (1) year after the amendment is recorded.

(f) Notwithstanding Sections 12.02(a) or 12.02(b) to the contrary, no proposed amendment to this Declaration purporting to change, but only as it affects the Retail Unit(s), Sections 4.03; 5.03; 5.04; 8.01(a); 8.03(a)(ii); 9.08; or this 12.02(f) will be effective without the affirmative vote or agreement of Unit Owners entitled to cast at least ninety-five percent (95%) of the votes that all Unit Owners are entitled to cast.

12.03 Amendments by Declarant or Association. The Declarant or the Association, as the case may be, may amend this Declaration without the approval of the Unit Owners, and make any corresponding amendment or correction to the Plats and Plans, for any reason for which such amendments are permitted without approval of the Unit Owners by the Act including, without limitation, any Supplemental Declarations that may be prepared and recorded by the Declarant in connection with the exercise of any Special Declarant Rights hereunder.

12.04 Corrective Amendments. If any amendment to the Declaration is necessary in the judgment of the Association to cure any ambiguity, or to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision of this Declaration or with the Act, then the Association may, from time to time, effect appropriate corrective amendments without the approval of the Unit Owners provided that the Association receives an opinion from independent legal counsel to the Association to the effect that such proposed amendment is permitted by the terms of this Section.

12.05 Unit Owner Consent Required on Certain Matters. Notwithstanding anything to the contrary contained in this Declaration or in the Bylaws, no actions or decisions of the other Unit Owners acting in concert and/or actions or decisions of the Executive Board relating to the operation or management of the Condominium or any other aspects of the Condominium, and no amendments to this Declaration or to the Bylaws, that a commercially reasonable operator of a similar business establishment would determine would adversely affect or impair the operation of the Retail Unit(s) for the purposes contemplated by the Condominium Documents shall be effective without the express written consent of the Retail Unit Owner affected.

12.06 Severability. If any provisions of this Declaration are determined by a court to be invalid or unenforceable, such invalid or unenforceable provisions of this Declaration shall be deemed stricken therefrom and shall not affect the validity or enforceability of any other provisions of this Declaration. In the event that any provisions of this Declaration are unenforceable or invalid as written, but may be reformed so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant as specified herein, it is the intent of the Declarant that any court interpreting such provisions shall to the extent permitted by law, reform the same so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant expressed therein.

12.07 Governing Law; Incorporation of Condominium Act. This Declaration shall be governed and construed in accordance with laws of the State of Maine. All applicable provisions of the Act not already expressed herein are deemed incorporated herein by this reference.

12.08 Covenants, Restrictions and Easements Running with the Land. This Declaration, and all covenants, restrictions and easements set forth herein, shall constitute covenants, restrictions and easements running with the Real Estate, in perpetuity (except as otherwise provided herein), whether or not any deed conveying a Unit shall expressly refer to this Declaration, and all such covenants, restrictions and easements, shall, except as otherwise expressly provided herein, be binding and benefit the Declarant, all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

(Signatures on next page)

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

WITNESS:

DECLARANT:

101 YORK STREET, LLC

By: _____
Vincent P. Veroneau
Its Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2017

Then personally appeared before me the above-named Vincent P. Veroneau, Manager of 101 York Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of 101 York Street, LLC.

Notary Public/Attorney-at-Law
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

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

Beginning at the point of intersection of the northeasterly sideline of High Street and the westerly sideline of York Street as shown on a plat entitled [INSERT PROPERTY DESCRIPTION]..... .

EXHIBIT "B"

LIST OF TITLE EXCEPTIONS

1. [TBD from Plat, Plans, Title and the Deed conveying the parking garage property to J.B .Brown & Sons]

EXHIBIT "C"

PLATS AND PLANS

See "Condominium Plat of the York & High Condominium" prepared by Opechee Construction Company, dated _____, 2017, as revised through _____, 2017, consisting of Sheet 1 of 1, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____, and the Condominium Plan of the York & High Condominium" prepared by Opechee Construction Company, dated _____, 2017, consisting of Sheet 1 of _ through Sheet __ of __, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Pages ____ through ____, inclusive.

Reduced copies of the aforesaid Condominium Plat and the Condominium Plans are attached to this Exhibit C.

EXHIBIT “D”
(Applicable to all Units)

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,
COMMON EXPENSE LIABILITY AND VOTES

Unit Number	Square Footage	Percentage Interest	Common Expense Liability	Allocated Votes
Retail Unit	16000	18.48%	18.48%	184
Unit 201	1286	1.49%	1.49%	15
Unit 202	767	0.89%	0.89%	9
Unit 203	1216	1.40%	1.40%	14
Unit 204	967	1.12%	1.12%	11
Unit 206	772	0.89%	0.89%	9
Unit 207	756	0.87%	0.87%	9
Unit 208	1164	1.34%	1.34%	14
Unit 209	1164	1.34%	1.34%	14
Unit 210	1187	1.37%	1.37%	14
Unit 211	1185	1.37%	1.37%	14
Unit 212	1185	1.37%	1.37%	14
Unit 213	1185	1.37%	1.37%	14
Unit 214	1185	1.37%	1.37%	14
Unit 215	1511	1.75%	1.75%	18
Unit 216	1190	1.37%	1.37%	14
Unit 301	1286	1.49%	1.49%	15
Unit 302	767	0.89%	0.89%	9
Unit 303	1216	1.40%	1.40%	14
Unit 304	967	1.12%	1.12%	11
Unit 305	1240	1.43%	1.43%	14
Unit 306	772	0.89%	0.89%	9
Unit 307	756	0.87%	0.87%	9
Unit 308	1164	1.34%	1.34%	14
Unit 309	1164	1.34%	1.34%	14
Unit 310	1187	1.37%	1.37%	14
Unit 311	1185	1.37%	1.37%	14
Unit 312	1185	1.37%	1.37%	14
Unit 313	1185	1.37%	1.37%	14
Unit 314	1185	1.37%	1.37%	14
Unit 315	1511	1.75%	1.75%	18
Unit 316	1190	1.37%	1.37%	14
Unit 401	1286	1.49%	1.49%	14
Unit 402	767	0.89%	0.89%	9
Unit 403	1216	1.40%	1.40%	14

Unit 404	967	1.12%	1.12%	11
Unit 405	1240	1.43%	1.43%	14
Unit 406	772	0.89%	0.89%	9
Unit 407	756	0.87%	0.87%	9
Unit 408	1164	1.34%	1.34%	14
Unit 409	1164	1.34%	1.34%	14
Unit 410	1187	1.37%	1.37%	14
Unit 411	1185	1.37%	1.37%	14
Unit 412	1185	1.37%	1.37%	14
Unit 413	1185	1.37%	1.37%	14
Unit 415	1185	1.37%	1.37%	14
Unit 416	1511	1.75%	1.75%	18
Unit 501	1286	1.49%	1.49%	15
Unit 502	767	0.89%	0.89%	9
Unit 503	1216	1.40%	1.40%	14
Unit 504	967	1.12%	1.12%	11
Unit 505	1240	1.43%	1.43%	14
Unit 506	772	0.89%	0.89%	9
Unit 507	756	0.87%	0.87%	9
Unit 508	1164	1.34%	1.34%	14
Unit 509	1164	1.34%	1.34%	14
Unit 510	1187	1.37%	1.37%	14
Unit 511	1185	1.37%	1.37%	14
Unit 512	1185	1.37%	1.37%	14
Unit 513	1185	1.37%	1.37%	14
Unit 514	1185	1.37%	1.37%	14
Unit 515	1511	1.75%	1.75%	18
Unit 516	1190	1.37%	1.37%	15
Total	86,600	100.0%	100.0%	1,000

The Percentage Interest and Common Expense Liability appurtenant to each respective Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Unit by the aggregate "sizes" of all the Units in the Condominium (86,600 square feet). The "size" of each Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of Units of the same type may vary from Unit to Unit, but the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each respective Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Unit by the aggregate "sizes" of all the Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

EXHIBIT "D-1"
(Applicable Only to Retail Unit(s))

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,
FOR RETAIL UNIT COMMON EXPENSE LIABILITY AND VOTES¹

Unit Number	Square Footage	Percentage Interest	Common Expense Liability	Allocated Votes Solely For Retail Unit Common Expenses
Retail Unit	16000	100.0%	100.0%	1,000
Total	16000	100.0%	100.0%	1,000

The Percentage Interest and Common Expense Liability appurtenant to each Retail Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective Retail Unit by the aggregate "sizes" of all the Retail Units in the Condominium (16,000 square feet). The "size" of each Retail Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of Retail Units of the same type may vary from Unit to Unit, but the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each respective Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Retail Unit(s) by the aggregate "sizes" of all the Retail Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

¹ The use of Exhibit D-1 is solely for the determination allocated votes for the approval of the "D-1 Budget" and the common expense liability and allocated votes for decisions relating to the D-1 Budget items and the payment therefor.

EXHIBIT “D-2”
(Applicable Only to Residential Dwelling Units)

SCHEDULE OF UNITS, SQUARE FOOTAGE, PERCENTAGE INTEREST,
FOR RESIDENTIAL UNIT COMMON EXPENSE LIABILITY AND VOTES ²

Unit Number	Square Footage	Percentage Interest	Common Expense Liability Solely For Residential Units Common Expenses	Allocated Votes Solely For Residential Units Common Expenses
Unit 201	1286	1.82%	1.82%	18.2
Unit 202	767	1.09%	1.09%	10.9
Unit 203	1216	1.72%	1.72%	17.2
Unit 204	967	1.37%	1.37%	13.7
Unit 206	772	1.09%	1.09%	10.9
Unit 207	756	1.07%	1.07%	10.7
Unit 208	1164	1.65%	1.65%	16.5
Unit 209	1164	1.65%	1.65%	16.5
Unit 210	1187	1.68%	1.68%	16.8
Unit 211	1185	1.68%	1.68%	16.8
Unit 212	1185	1.68%	1.68%	16.8
Unit 213	1185	1.68%	1.68%	16.8
Unit 214	1185	1.68%	1.68%	16.8
Unit 215	1511	2.14%	2.14%	21.4
Unit 216	1190	1.68%	1.68%	16.8
Unit 301	1286	1.82%	1.82%	18.2
Unit 302	767	1.09%	1.09%	10.9
Unit 303	1216	1.72%	1.72%	17.2
Unit 304	967	1.37%	1.37%	13.7
Unit 305	1240	1.76%	1.76%	17.6
Unit 306	772	1.09%	1.09%	10.9
Unit 307	756	1.07%	1.07%	10.9
Unit 308	1164	1.65%	1.65%	16.5
Unit 309	1164	1.65%	1.65%	16.5
Unit 310	1187	1.68%	1.68%	16.8
Unit 311	1185	1.68%	1.68%	16.8
Unit 312	1185	1.68%	1.68%	16.8

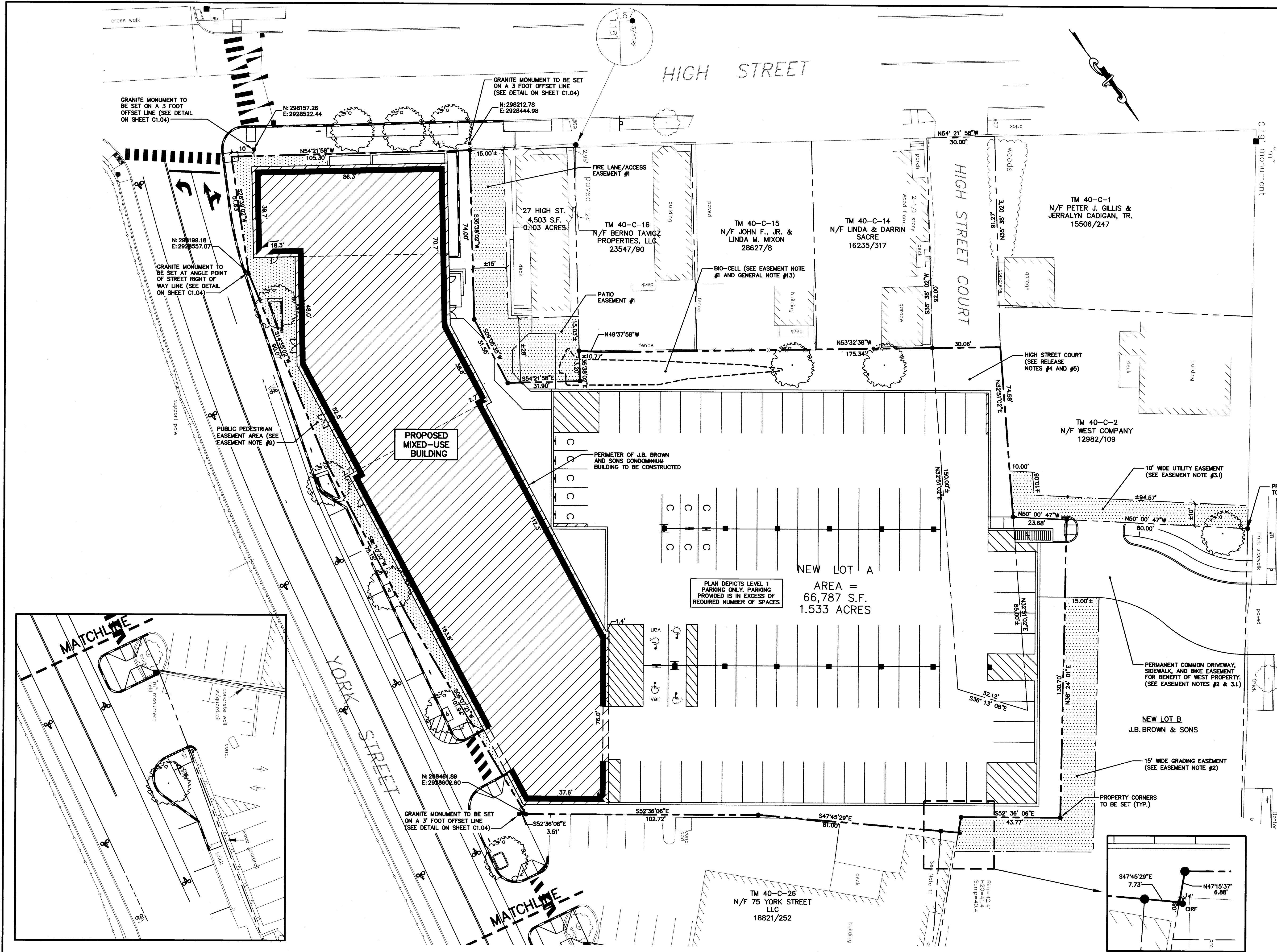
² The use of Exhibit D-2 is solely for the determination allocated votes for the approval of the “D-2 Budget” and the common expense liability and allocated votes for decisions relating to the D-2 Budget items and the payment therefor.

Unit 313	1185	1.68%	1.68%	16.8
Unit 314	1185	1.68%	1.68%	16.8
Unit 315	1511	2.14%	2.14%	21.4
Unit 316	1190	1.68%	1.68%	16.8
Unit 401	1286	1.82%	1.82%	18.2
Unit 402	767	1.09%	1.09%	10.9
Unit 403	1216	1.72%	1.72%	17.2
Unit 404	967	1.37%	1.37%	13.7
Unit 405	1240	1.76%	1.76%	17.6
Unit 406	772	1.09%	1.09%	10.9
Unit 407	756	1.07%	1.07%	10.9
Unit 408	1164	1.65%	1.65%	16.5
Unit 409	1164	1.65%	1.65%	16.5
Unit 410	1187	1.68%	1.68%	16.8
Unit 411	1185	1.68%	1.68%	16.8
Unit 412	1185	1.68%	1.68%	16.8
Unit 413	1185	1.68%	1.68%	16.8
Unit 414	1185	1.68%	1.68%	16.8
Unit 415	1511	2.14%	2.14%	21.4
Unit 416	1190	1.68%	1.68%	16.8
Unit 501	1286	1.82%	1.82%	18.2
Unit 502	767	1.09%	1.09%	10.9
Unit 503	1216	1.72%	1.72%	17.2
Unit 504	967	1.37%	1.37%	13.7
Unit 505	1240	1.76%	1.76%	17.6
Unit 506	772	1.09%	1.09%	10.9
Unit 507	756	1.07%	1.07%	10.9
Unit 508	1164	1.65%	1.65%	16.5
Unit 509	1164	1.65%	1.65%	16.5
Unit 510	1187	1.68%	1.68%	16.8
Unit 511	1185	1.68%	1.68%	16.8
Unit 512	1185	1.68%	1.68%	16.8
Unit 513	1185	1.68%	1.68%	16.8
Unit 514	1185	1.68%	1.68%	16.8
Unit 515	1511	2.14%	2.14%	21.4
Unit 516	1190	1.68%	1.68%	16.8
Total	70600	100.0%	100.0%	1,000

The Percentage Interest and Common Expense Liability appurtenant to each respective residential dwelling Unit are each a percentage determined on the basis of "size" by multiplying by one hundred (100) the quotient resulting from dividing the "size" of each respective residential dwelling Unit by the aggregate "sizes" of all the residential dwelling Units in the Condominium (70,600 square feet). The "size" of each residential dwelling Unit is the number of square feet therein determined by reference to the dimensions shown on the Plans. The actual area in square feet of residential dwelling Units of the same type may vary from Unit to Unit, but

the "sizes" depicted on the Plans shall control for the purposes of calculating the Percentage Interests and Common Expense Liabilities. The Votes in the Association allocated to each residential dwelling Unit is a sum rounded to a whole number determined by multiplying by one thousand (1,000) the quotient resulting from dividing the "size of each respective Unit by the aggregate "sizes" of all the residential dwelling Units in the Condominium. In the event of a discrepancy between the stated Percentage Interests and the Allocated Votes and the result derived from the foregoing formulas, the stated Percentage Interests and the Allocated Votes shall prevail.

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LOCATION MAP

N.T.S.

LEGEND

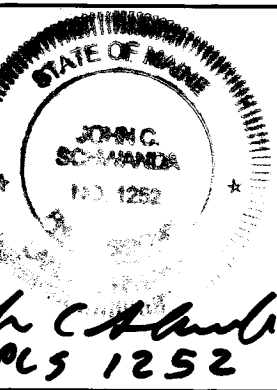
EXISTING	DESCRIPTION	PROPOSED
---	PROPERTY LINE	---
■	MONUMENT	■
---	CURB	---
---	TREELINE	---
---	TREES & HEDGES	---
---	PROPERTY REBAR TO BE SET	---
---	BUILDING	---
---	EDGE OF PAVEMENT	---

APPROVAL BY: CITY OF PORTLAND PLANNING BOARD

DATE: 12-8-15

APPROVED BY: [Signature]

State of Maine, Cumberland SS.
Registry of Deeds
Received May 11, 2016
at 10:49 m A.M. and recorded in
Plan Book 2116 Page 150
Attest: [Signature]



Rev.	Date	Revision
3	5/9/16	MONUMENT, MEETS & BOUNDS, LABELS
2	3/10/16	RESPONSE TO CITY COMMENTS
1	11/13/15	RESPONSE TO CITY COMMENTS

FINAL PLAN REVIEW	4/11/16	AMP
SITE PLAN REVIEW	8/7/15	AMP
Issued For	Date	By

Design: DER Draft: CG Date: JUNE 2015
Checked: AMP Scale: 1"=20' Job No.: 3018
File Name: 3018-SUBDIVISION.dwg
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.



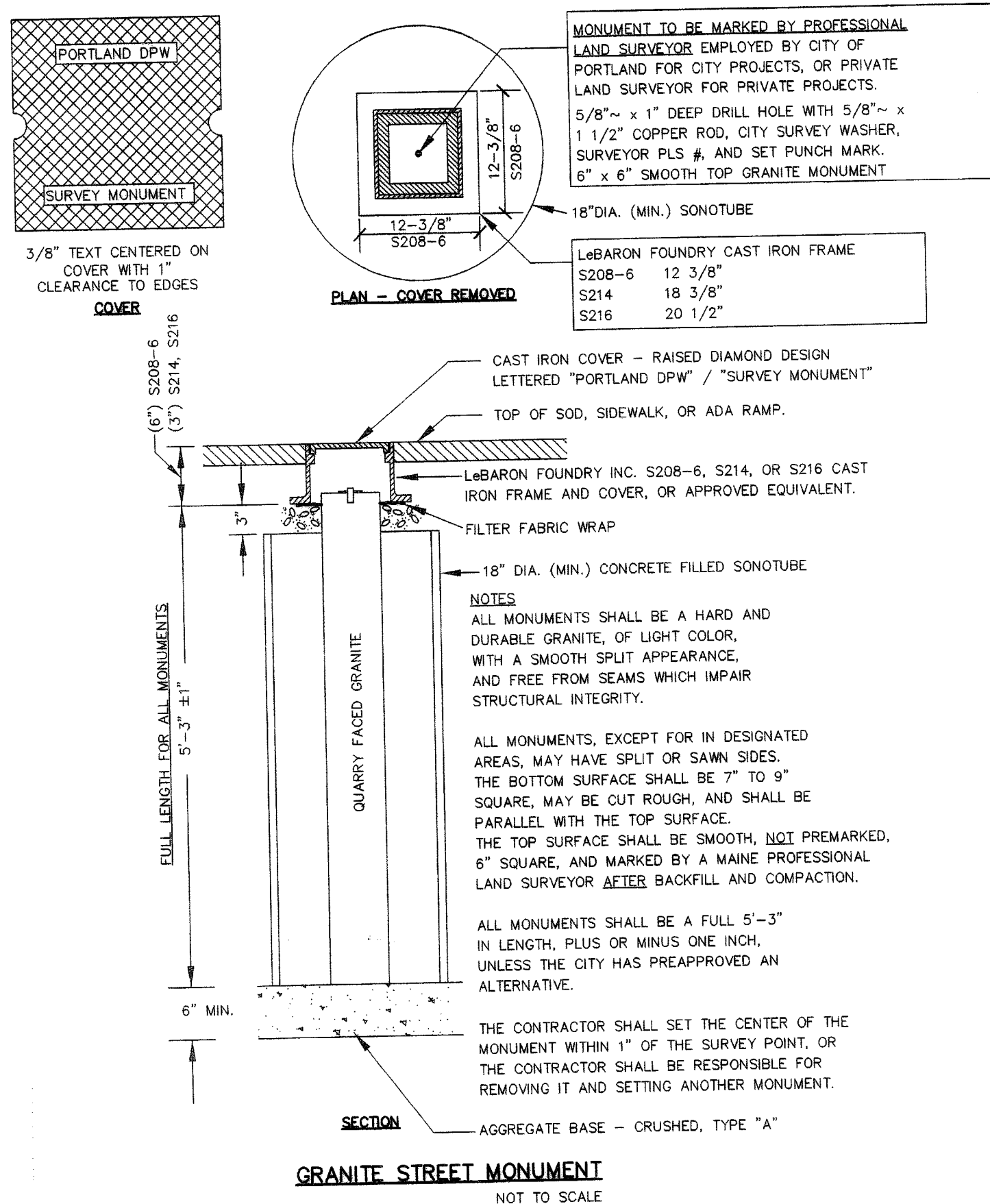
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Drawing Name: Subdivision Plan
Project: York Street - Mixed Use Development
Portland, Maine
Client: Owner of Record: 101 York Street, LLC
36 Danforth Street, Portland, ME 04101

DATE OF APPROVAL: 11/8/15
PLANNER: Nell Donaldson
PROJECT NO.: 2015-139

EASEMENTS AND RELEASES:

1. AN ACCESS, UTILITY AND MAINTENANCE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING 'UTILITIES SERVICES' AS DEFINED IN 33 M.R.S.A. SECTION 458, A COMMON AREA PLAZA, A PATIO, LANDSCAPING AND FIRE LANE / EMERGENCY VEHICLE ACCESS TO AND FROM 101 YORK STREET, LLC'S PROPERTY FOR THE BENEFIT OF 101 YORK STREET, LLC AND J.B. BROWN & SONS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, LOCATED ON A PORTION OF J.B. BROWN & SONS' REAL PROPERTY AT 27 HIGH STREET IN PORTLAND, MAINE, SAID EASEMENT IS INCLUDED IN THE CONVEYANCE FROM J.B. BROWN & SONS TO 101 YORK STREET, LLC BY QUITCLAIM DEED DATED APRIL 27, 2016 AND IS DEPICTED ON EXHIBIT A OF SAID QUITCLAIM DEED.
2. A COMMON DRIVEWAY, SIDEWALK, AND BIKE RACK EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS, FOR THE BENEFIT, USE AND OPERATION OF THE 101 YORK STREET, LLC AND THE J.B. BROWN & SONS PROPERTY AS A COMMON DRIVEWAY, SIDEWALK, AND BIKE RACK EASEMENT AND A GRADING EASEMENT FOR BENEFIT OF 101 YORK STREET, LLC LOCATED ON A PORTION OF J.B. BROWN & SONS' REAL PROPERTY AT OR NEAR 60 DANFORTH STREET IN PORTLAND, MAINE, SAID EASEMENT IS INCLUDED IN THE CONVEYANCE FROM J.B. BROWN & SONS TO 101 YORK STREET, LLC BY QUITCLAIM DEED DATED APRIL 27, 2016 AND IS DEPICTED ON EXHIBIT B OF SAID QUITCLAIM DEED.
3. A MUTUAL EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND WEST COMPANY LOCATED ON A PORTION OF THE REAL PROPERTY AT OR NEAR 60 DANFORTH STREET AND 78 DANFORTH STREET IN PORTLAND, MAINE, SAID MUTUAL EASEMENT AGREEMENT DATED MARCH 11, 2016, IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32989, PAGE 288 AND CONTAINS THE FOLLOWING AGREEMENTS:
 1. PERMANENT, NON-EXCLUSIVE UTILITY EASEMENT FOR BENEFIT FOR J.B. BROWN & SONS PROPERTY AND 101 YORK STREET, LLC PROPERTY IN COMMON WITH THE WEST COMPANY PROPERTY.
 2. COMMON DRIVEWAY, SIDEWALK AND BIKE RACK EASEMENT FOR BENEFIT OF WEST COMPANY PROPERTY, J.B. BROWN & SONS PROPERTY AND 101 YORK STREET, LLC PROPERTY.
 3. TEMPORARY CONSTRUCTION EASEMENT FOR BENEFIT OF PROJECT PROPERTY (101 YORK STREET).
4. A RELEASE OF RIGHTS IN PRIVATE ROAD EXTENSION DELIVERED BY LINDA SACRE AND DARIN SACRE, OWNERS OF CERTAIN REAL ESTATE SITUATED AT 41 HIGH STREET, PORTLAND, MAINE TO J.B. BROWN & SONS. SAID RELEASE IS DATED MARCH 17, 2016 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32989, PAGE 289 AND RELEASES ANY RIGHTS LINDA SACRE AND DARIN SACRE, AND THEIR HEIRS, SUCCESSORS AND ASSIGNS MAY HAVE TO ACCESS HIGH STREET COURT BEYOND A POINT 90± FEET EASTERLY OF THE PUBLIC STREET KNOWN AS HIGH STREET.
5. A RELEASE OF RIGHTS IN PRIVATE ROAD EXTENSION DELIVERED BY PETER J. GILLIS, OWNER OF CERTAIN REAL ESTATE SITUATED AT 51 HIGH STREET, PORTLAND, MAINE TO J.B. BROWN & SONS. SAID RELEASE IS DATED MARCH 9, 2016 AND RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 32989, PAGE 284 AND RELEASES ANY RIGHTS PETER J. GILLIS, AND HIS HEIRS, SUCCESSORS AND ASSIGNS MAY HAVE TO ACCESS HIGH STREET COURT BEYOND A POINT 90± FEET EASTERLY OF THE PUBLIC STREET KNOWN AS HIGH STREET.
6. A MUTUAL MAINTENANCE EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND 75 YORK STREET LLC LOCATED ON PORTIONS OF THE REAL PROPERTY OWNED BY J.B. BROWN & SONS, 101 YORK STREET, LLC AND 75 YORK STREET, LLC AT AND NEAR THEIR COMMON BOUNDARY LINES, SAID MUTUAL MAINTENANCE EASEMENT AGREEMENT DATED APRIL 22, 2016, IS RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33066, PAGE 91 AND PROVIDES MUTUAL EASEMENTS TO ENTER ON THE ADJACENT PROPERTY TO CONDUCT ANY MAINTENANCE AND REPAIRS TO THE IMPROVEMENTS ON ITS OWN LAND.
7. A CERTIFICATE OF COMPLETION OF REMEDIAL ACTIONS UNDER A VOLUNTARY RESPONSE ACTION PLAN ("VRAP") HAS BEEN ISSUED FROM THE COMMISSIONER OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER 38 M.R.S.A. SECTION 343-E AND HAS BEEN RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33199, BOOK 294, TOGETHER WITH A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON SEPTEMBER 3, 2008, IN BOOK 28313, PAGE 47.
8. A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN J.B. BROWN & SONS AND 75 YORK STREET, LLC LOCATED ON A PORTION OF THE REAL PROPERTY AT 75 YORK STREET, SAID EASEMENT IS DATED APRIL 25, 2016 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33199, BOOK 294, TOGETHER WITH A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON SEPTEMBER 3, 2008, IN BOOK 28313, PAGE 47.
9. THE SITE PLAN PROVIDES SIDEWALKS LOCATED PARTIALLY IN THE CITY RIGHT-OF-WAY AND PARTIALLY ON THE SUBJECT PROPERTY. SIDEWALK AREA ON PRIVATE PROPERTY TO BE SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT TO THE CITY OF PORTLAND, SAID EASEMENT TO THE CITY TO BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS. SAID EASEMENT SHALL BE REDUCED OR TERMINATED TO THE EXTENT THAT THE CITY OF PORTLAND PLANNING AUTHORITY APPROVES THE REDUCTION OR ELIMINATION OF SUCH SIDEWALKS ON THE SUBJECT PROPERTY.



GENERAL NOTES:

1. THIS IS THE SUBDIVISION PLAT FOR THE CREATION OF UP TO 63 DWELLING UNITS IN A NEW MIXED-USE BUILDING TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. THE APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF THE LAND ON THE SUBJECT PROPERTY. ALTHOUGH THE 63 DWELLING UNITS WILL BE CONSTRUCTED TO CONDOMINIUM UNIT STANDARDS, THE APPLICANT WILL INITIALLY OPERATE THE PROPERTY AS MARKET RATE RENTAL APARTMENTS.
2. APPLICANT INTENDS TO DEVELOP SUBJECT PROPERTY AS A PROJECT NAMED "YORK STREET MIXED-USE DEVELOPMENT" CONSISTING OF UP TO 63 RESIDENTIAL UNITS THAT ARE SUBJECT TO SUBDIVISION REGULATION, PLUS RETAIL AND RESTAURANT. SEE MATRIX ON THIS SHEET FOR UNIT SIZES. CONDOMINIUM DOCUMENTS TO BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
3. THE SIGNATURES OF THE CITY OF PORTLAND PLANNING BOARD ON THIS SUBDIVISION PLAT CONSTITUTE SUBDIVISION APPROVAL FOR THE CREATION OF 63 RESIDENTIAL UNITS. THE NON-RESIDENTIAL UNITS ARE NOT SUBJECT TO SUBDIVISION REGULATION.
4. THE RECORD OWNER OF THE SUBJECT PROPERTY IS 101 YORK STREET, LLC BY VIRTUE OF A DEED FROM J.B. BROWN & SONS RECORDED ON APRIL 17, 2016 AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 33066, PAGE 241. SEE PLAN OF THE NEW DIVISION OF LOTS IN PLAN BOOK 216, PAGE 124.
5. SUBJECT PROPERTY CONSISTS OF PARTIAL LOTS 21, 22 AND 26 ON THE CITY OF PORTLAND TAX MAP 40.
6. TOTAL LAND AREA OF SUBJECT PROPERTY IS APPROXIMATELY 66,787 SQ. FT.
7. LAND BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON AN ON-THE-GROUND SURVEY TITLED "NEW DIVISION OF LOTS ON HIGH, DANFORTH, MAPLE & YORK STREETS, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR J.B. BROWN & SONS" BY OWEN HASKELL, INC. DATED DECEMBER 3, 2013 AND REVISED APRIL 25, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 124.
8. ZONING DISTRICT AND BULK CRITERIA FOR THE B-3 DOWNTOWN BUSINESS DISTRICT. SPACE AND BULK CRITERIA FOR THE B-3 DOWNTOWN BUSINESS DISTRICT ARE AS FOLLOWS:
 - a. MIN. LOT SIZE: NONE
 - b. MIN. STREET FRONTAGE: 15'
 - c. MAX FRONT YARD SETBACK: 5' OR LESS
 - d. MIN. YARD DIMENSIONS: NONE
 - e. MIN. LOT WIDTH: NONE
 - f. MAX LOT COVERAGE: 100%
 - g. MAX HEIGHT OF BUILDING: 65'
9. THE FOLLOWING IS THE FLOOR SPACE AREA FOR EACH PROPOSED USE:

RESTAURANT:	7,000 S.F.
RETAIL:	9,855 S.F.
RESIDENTIAL:	80,798 S.F.
TOTAL:	97,753 S.F.
10. THE TOTAL NUMBER OF PARKING SPACES REQUIRED FOR THE YORK STREET MIXED-USE DEVELOPMENT IS 124 SPACES. EXCESS PARKING WILL BE PROVIDED ON SITE IN THE PARKING GARAGE.
11. A SUBDIVISION IS DEFINED AS THE DIVISION OF A LOT, TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS, EACH OF WHICH IS LESS THAN ONE (1) ACRE OR MORE, WITHIN ANY FIVE-YEAR PERIOD WHETHER ACCOMPLISHED BY SALE, LEASE, DEVELOPMENT, BUILDINGS OR OTHERWISE AND AS FURTHER DEFINED IN 30-A M.R.S.A. SECTION 4401. THE TERM SUBDIVISION SHALL ALSO INCLUDE THE DIVISION OF A NEW STRUCTURE OR EXISTING STRUCTURE OR A TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD AND THE EXISTING STRUCTURE OR STRUCTURES PREVIOUSLY USED FOR COMMERCIAL OR INDUSTRIAL USE INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD. THE AREA INCLUDED IN THIS EXPANSION OF AN EXISTING STRUCTURE IS THE DESIRED AREA FOR THE PURPOSES OF THIS PARAGRAPH. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH, THROUGH SALE OR LEASE, IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTI-FAMILY HOUSING CONDOMINIUMS, TIME-SHARE UNITS AND APARTMENTS.
12. THIS IS A PRIVATE DEVELOPMENT. MAINTENANCE AND MANAGEMENT OF SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE OWNER. IN THE EVENT THE OWNER DECIDES AT SOME TIME IN THE FUTURE TO SELL THE INDIVIDUAL DWELLING UNITS SEPARATELY AS CONDOMINIUM UNITS, A CONDOMINIUM ASSOCIATION WILL BE ORGANIZED, AS SUCCESSOR TO THE OWNER, TO TAKE OVER THE SAID RESPONSIBILITIES OF MAINTENANCE AND MANAGEMENT AS DESCRIBED IN THIS NOTE 12.
13. THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER MANAGEMENT, POST-CONSTRUCTION STORMWATER MANAGEMENT WHICH SPECIFIES ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES. STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT BETWEEN THE CITY OF PORTLAND AND 101 YORK STREET, LLC TO BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS. AS SET FORTH IN NOTE 12 ABOVE, IN THE EVENT THE OWNER DECIDES AT SOME TIME IN THE FUTURE TO SELL THE INDIVIDUAL DWELLING UNITS SEPARATELY AS CONDOMINIUM UNITS, A CONDOMINIUM ASSOCIATION WILL BE ORGANIZED, AS SUCCESSOR TO THE OWNER, TO TAKE OVER THE SAID RESPONSIBILITIES OF MAINTENANCE AND MANAGEMENT AS DESCRIBED IN THIS NOTE 13.
14. DURING CONSTRUCTION THE DEVELOPER/CONTRACTOR/SUBCONTRACTOR MUST COMPLY WITH CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLANS AND MEET CITY STANDARDS AND STATE GUIDELINES.
15. FOR PURPOSES OF SUCCESSION FOR THE OBLIGATIONS AND RESPONSIBILITIES SET FORTH IN THESE NOTES, INCLUDING NOTES 12 AND 13 ABOVE, A DECLARATION OF CONDOMINIUM FOR THE YORK STREET MIXED USE DEVELOPMENT SHALL BE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

WAIVERS:

16. THE PLANNING BOARD VOTED 8-0 TO GRANT THE FOLLOWING WAIVERS:

- (1) THE PLANNING BOARD FOUND, BASED UPON THE CONSULTING TRANSPORTATION ENGINEER'S REVIEW, THAT EXTRAORDINARY CONDITIONS EXIST OR UNLAWFUL HARSHNESS MAY RESULT FROM STRICT COMPLIANCE WITH THE TECHNICAL MANUAL STANDARD (SECTION 1.7.2.7) WHICH REQUIRES THAT ALONG ARTERIALS AND COLLECTORS, MINIMUM ACCEPTABLE SPACING BETWEEN MULTIPLE DRIVEWAYS ON ADJACENT LOTS SHALL BE 100 FEET ON STREETS WITH A SPEED LIMIT OF 25 MPH OR LESS, THAT SUBSTANTIAL JUSTICE AND THE PUBLIC INTEREST ARE SECURED WITH THE PROPOSED VARIATION IN THIS STANDARD, AND THAT THE VARIATION IS CONSISTENT WITH THE INTENT OF THE ORDINANCE. THE PLANNING BOARD WAIVED THE TECHNICAL MANUAL STANDARD (SECTION 1.7.2.7) TO ALLOW THE SEPARATION ON YORK STREET AS SHOWN ON THE PLANS, ON THE CONDITION, PROPOSED BY THE CONSULTING TRANSPORTATION ENGINEER, THAT THE APPLICANT SHALL BE RESPONSIBLE FOR MAXIMIZING THE DRIVEWAY SEPARATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- (2) THE PLANNING BOARD FOUND, BASED ON THE PLANNING AUTHORITY'S REVIEW, THAT EXTRAORDINARY CONDITIONS EXIST OR UNLAWFUL HARSHNESS MAY RESULT FROM STRICT COMPLIANCE WITH THE TECHNICAL MANUAL STANDARD (SECTION 12.2) REQUIRING THAT THE AVERAGE ILLUMINATION LEVEL ON A SITE NOT EXCEED 1.25 FOOT-CANDELES AND THAT THE ILLUMINATION LEVEL AT THE PROPERTY LINE NOT EXCEED 0.1 FOOT-CANDELES. THAT SUBSTANTIAL JUSTICE AND THE PUBLIC INTEREST ARE SECURED WITH THE PROPOSED VARIATION IN THIS STANDARD, AND THAT THE VARIATION IS CONSISTENT WITH THE INTENT OF THE ORDINANCE. THE PLANNING BOARD WAIVED THE TECHNICAL MANUAL STANDARD (SECTION 12.2) TO ALLOW ILLUMINATION LEVELS AS PROPOSED IN THE PHOTOMETRIC PLAN (PLAN 17); AND
- (3) THE PLANNING BOARD FOUND THAT THE APPLICANT HAS DEMONSTRATED THAT SITE CONSTRAINTS PREVENT THE PLANTING OF ALL REQUIRED STREET TREES IN THE RIGHT-OF-WAY. THE PLANNING BOARD WAIVED THE SITE PLAN STANDARD (SECTION 14628 (b) (iii)) REQUIRING ONE STREET TREE PER UNIT FOR MULTIFAMILY DEVELOPMENT AND CONCLUDED THAT THE APPLICANT SHALL CONTRIBUTE \$4,400 TO PORTLAND'S TREE FUND.

SUBDIVISION CONDITIONS OF APPROVAL:

17. THE PLANNING BOARD VOTED 8-0 THAT THE PLAN IS IN CONFORMANCE WITH THE SUBDIVISION STANDARDS OF THE LAND USE CODE, SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL, WHICH MUST BE MET PRIOR TO THE BEGINNING OF THE PLAT:
 1. THE APPLICANT SHALL FINALIZE THE SUBDIVISION PLAT FOR REVIEW AND APPROVAL BY CORPORATION COUNSEL, THE DEPARTMENT OF PUBLIC WORKS, AND THE PLANNING AUTHORITY.
 2. PRIOR TO CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL PROVIDE CONDOMINIUM DOCUMENTS FOR REVIEW AND APPROVAL BY CORPORATION COUNSEL; AND
 3. THE APPLICANT SHALL PROVIDE DRAFTS OF ALL NECESSARY EASEMENTS, INCLUDING BUT NOT LIMITED TO:
 - A) A PUBLIC ACCESS EASEMENT FOR AREAS OF THE SIDEWALK NOT IN THE RIGHT-OF-WAY;
 - B) ACCESS, UTILITY, AND MAINTENANCE EASEMENTS FROM 27 HIGH STREET TO 101 YORK STREET (FOR AREAS INCLUDING A PROPOSED BIOTENTION CELL, A PROPOSED FIRE LAKE, AND PATIO);
 - C) UTILITY AND CONSTRUCTION EASEMENTS FROM 78 DANFORTH STREET TO 101 YORK STREET;
 - D) ACCESS EASEMENT FROM 60 DANFORTH STREET TO 101 YORK STREET, 78 DANFORTH STREET, AND 27 HIGH STREET;
 - E) UTILITY EASEMENT FROM 60 DANFORTH STREET TO 101 YORK STREET AND 78 DANFORTH STREET;
 - F) UTILITY EASEMENT TO 78 DANFORTH STREET FROM 101 YORK STREET;
 - G) A CONSTRUCTION EASEMENT FROM 75 YORK STREET;
 - H) A GRADING EASEMENT, AS NECESSARY, FROM 60 DANFORTH STREET

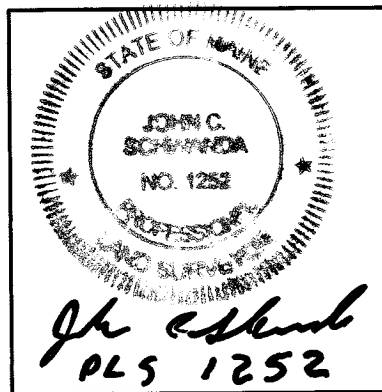
1. CONSTRUCTION:

- a. METHODS AND MATERIALS USED IN CONSTRUCTION OF IMPROVEMENTS WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO CURRENT CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS AND/OR CURRENT M.D.O.T. STANDARDS AND SPECIFICATIONS.
- b. ALL CURBING SHALL BE DESIGNED AND BUILT WITH TIP-DOWNS AT ALL DRIVEWAYS AND CROSSWALKS, IN ACCORDANCE WITH CITY OF PORTLAND PUBLIC WORKS DEPARTMENT TECHNICAL STANDARDS AND GUIDELINES. FINAL AS-BUILT LOCATIONS OF CURBING AND TIP DOWNS SHALL BE COORDINATED WITH PUBLIC WORKS DEPARTMENT. ALL WATER MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH PORTLAND WATER DISTRICT STANDARDS. ALL NATURAL GAS MAINS, SERVICES AND ASSOCIATED APPURTENANCES SHALL BE IN CONFORMANCE WITH UNTIL STANDARDS.
- c. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH MAINE EROSION AND SEDIMENTATION CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES" PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003 OR LATEST EDITION. CONTRACTOR SHALL POSSESS A COPY OF THE EROSION CONTROL PLAN AT ALL TIMES.
- d. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE. APPLICANT, OR AN AUTHORIZED AGENT, MUST BE AVAILABLE AT ALL TIMES DURING CONSTRUCTION.
- e. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN, APPROPRIATE FOR THE TYPE OF CONSTRUCTION, MUST BE EMPLOYED TO REGULATE TRAFFIC.
- f. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 12.
- g. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR AT THEIR EXPENSE.
- h. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERTY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE THEIR INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR LICENSED IN THE STATE OF MAINE AT THE CONTRACTOR/DEVELOPER'S EXPENSE.
- i. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT SEWER DIVISION.
- j. ALL NEW CONNECTIONS, RECONNECTIONS, ETC. TO SANITARY OR STORM SEWERS SHALL REQUIRE A CONNECTION PERMIT PRIOR TO BEGINNING ANY WORK. THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO COMMENCEMENT TO ALLOW FOR INSPECTION.
- k. A PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY.
- l. 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 ALTERATIONS TO OR DEVIATIONS 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 LOCATIONS AND SIZE OF BUILDINGS.
- m. LANDSCAPING SHALL MEET THE CITY OF PORTLAND TECHNICAL MANUAL, INCLUDING STREET TREES TO BE INSTALLED IN THE CITY RIGHT-OF-WAY AS SHOWN ON THE LANDSCAPING PLAN. STREET TREES SHALL BE A SPECIES IDENTIFIED ON THE CITY OF PORTLAND RECOMMENDED TREE LIST, UNLESS OTHERWISE APPROVED BY THE PORTLAND CITY ARBORIST OR HIS/HER DESIGNEE.
- n. ALL DISTURBED AREA ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREA SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER MATERIALS AS REQUIRED BY BEST MANAGEMENT PRACTICES.
- o. THE CONTRACTOR OR APPLICANT IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT INSPECTION DIVISION IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE 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/BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE AT ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR PRECONSTRUCTION MEETING.

DWELLING UNIT SIZE MATRIX

UNIT TYPE	AREA SF	TOTAL
1 BEDROOM	767	4
1 BEDROOM	756	4
1 BEDROOM	772	4
1 BEDROOM	967	4
2 BEDROOM	1,185	20
2 BEDROOM	1,164	8
2 BEDROOM	1,190	4
2 BEDROOM	1,232	3
2 BEDROOM	1,230	8
3 BEDROOM	1,504	4
TOTAL:		63

State of Maine, Cumberland SS.
Registry of Deeds
Received May 11, 2016
at 10:11 h 22 m A.M. and recorded in
Plan Book 216, Page 151
Attest: *[Signature]* Register



Rev.	Date	Revision
3	5/9/16	MONUMENT, MEETS & BOUNDS, LABELS
2	3/10/16	RESPONSE TO CITY COMMENTS
1	11/13/15	RESPONSE TO CITY COMMENTS

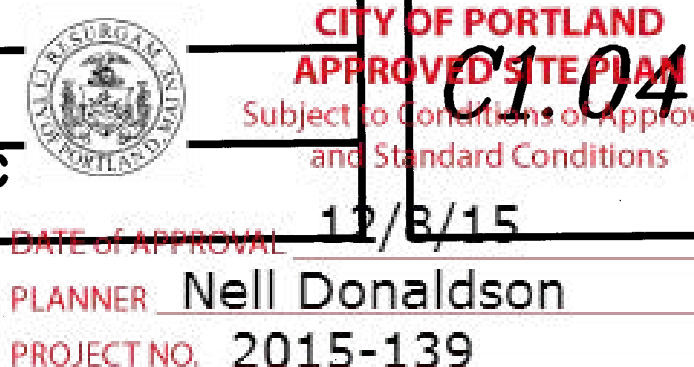
FINAL PLAN REVIEW	4/11/16	AMP
SITE PLAN REVIEW	8/7/15	AMP
Issued For	Date	By

Design: DER	Draft: CG	Date: JUNE 2015
Checked: AMP	Scale: 1"=20'	Job No.: 3018
File Name: 3018-SUBDIVISION.dwg		
This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPCEI). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPCEI.		



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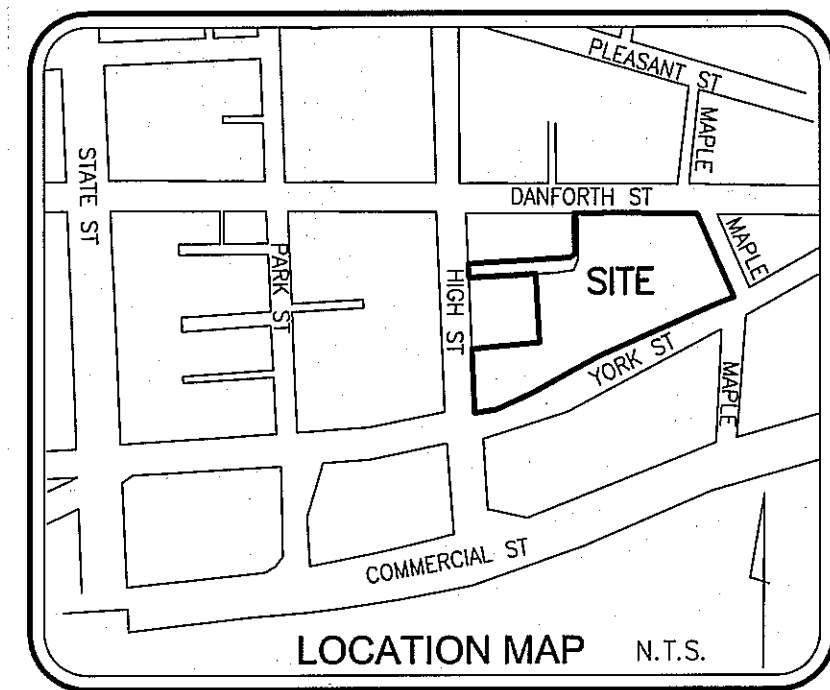
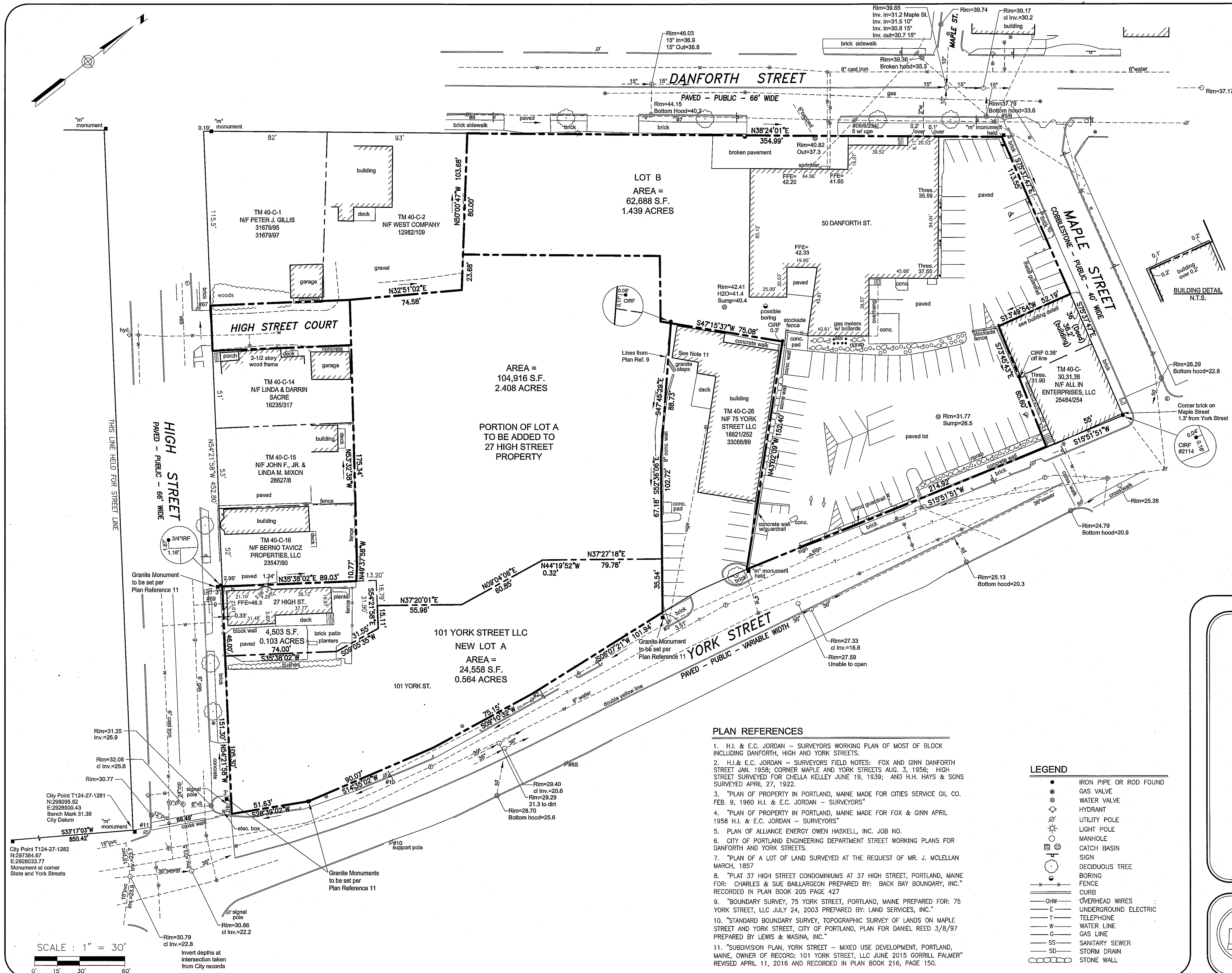
Drawing Name:	Subdivision Notes and Details
Project:	York Street - Mixed Use Development Portland, Maine
Client:	Owner of Record: 101 York Street, LLC 36 Danforth Street, Portland, ME 04101



Drawing No.

CITY OF PORTLAND
APPROVED SITE PLAN
Subject to Conditions of Approval
and Standard Conditions

DATE OF APPROVAL 11/8/15
PLANNER Nell Donaldson
PROJECT NO. 2015-139



NOTES

- OWNERS OF RECORD:
TAX MAP 40 BLOCK C LOT 9
J.B. BROWN & SONS
P.O. BOX 207, PORTLAND, MAINE 04112
C.C.R.D. BOOK 4642 PAGE 336, BOOK 4156 PAGE 65
TAX MAP 40 BLOCK D LOT 5
101 YORK STREET, LLC
36 DANFORTH STREET, PORTLAND, MAINE 04101
C.C.R.D. BOOK 33066, PAGE 241
- BEARINGS ARE GRID NORTH AND ELEVATIONS ARE CITY DATUM AS BASED ON MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF HIGH STREET AND NORTHWEST SIDE OF YORK STREET AND MONUMENT AT INTERSECTION OF SOUTHWEST LINE OF STATE STREET AND NORTHWEST LINE OF YORK STREET.
- STREET LINES OF HIGH STREET, DANFORTH STREET AND MAPLE STREET ARE BASED ON MONUMENTS FOUND AS SHOWN AND TIES OFF BUILDING AT MAPLE AND YORK AS SHOWN ON CITY ENGINEERING PLANS. STREET LINE OF YORK STREET BASED ON SURVEYS BY H.I. & E.C. JORDAN - SURVEYORS.
- LINE OF LOTS 1 AND 2 AND HIGH STREET COURT BASED ON PLAN REFERENCE ONE.
- THE REAR LINE OF LOTS 14, 15, AND 16 BASED ON PLAN REFERENCE ONE AND TWO.
- THE LINES OF LOT 26 BASED ON FIELD NOTES FROM JORDAN SURVEY FOR FOX AND GINN IN JANUARY 1956.
- SEE RELEASE DEED FROM GILLIS (32989/264), RELEASE DEED FROM SACRE (32989/260), AND MUTUAL EASEMENT AGREEMENT WITH WEST (32989/268) WHICH RELEASE RIGHTS OF OTHERS IN THE EXTENSION OF HIGH STREET COURT ONTO THE PROPERTY OF J.B. BROWN & SONS.
- THE BUILDING ON LOT 38 ENCLOSED OVER THE PROPERTY LINES. PLAN REFERENCE 10 SHOWS LINES DIFFERENTLY. THE DEED TO LOT 38 CALLS FOR THE LINE TO BE 36 FEET FROM THE ORIGINAL BUILDING AT THE CORNER OF STREETS. BUILDING ADDITION IS 36.2 LONG. PROPERTY LINE OF 85.6 FEET TAKEN FROM 1956 FIELD NOTES IN PLAN REFERENCE 2.
- LOCUS FALLS IN FLOOD ZONE C, AREAS OF MINIMAL FLOODING, ON FLOOD INSURANCE RATE MAP 230051-0013B EFFECTIVE DATE JULY 17, 1986.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.
- PLAN REFERENCE 4 SHOWS LINES THAT DO NOT MATCH DEED. REFERENCES AN AGREEMENT WITH J.B. BROWN & SONS, AND REFERENCES AN EXCHANGE OF DEEDS. NO AGREEMENT DEEDS WERE FOUND.

THIS PLAN IS A REVISION OF THE PLAN RECORDED IN
PLAN BOOK 216, PAGE 124

Revised Division of Lots

on
High, Danforth, Maple & York Streets
Portland, Cumberland County, Maine
made for record owner
J.B. Brown & Sons

Surveyor's Certification

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

JOHN C. SCHWANDA
PROFESSIONAL LAND SURVEYOR NO. 1252
IN THE STATE OF MAINE
DATE OF PLAN: MAY 11, 2017
REVISION DATE: JUNE 15, 2017

OHI JOB NO. 2013-194P

OWEN HASKELL, INC.

PROFESSIONAL LAND SURVEYORS
390 U.S. Route One, Unit #10
Falmouth, Maine 04105
Tel. (207)774-0424 Fax (207)774-0511
www.owenhaskell.com

PLAN REFERENCES

- H.I. & E.C. JORDAN - SURVEYORS WORKING PLAN OF MOST OF BLOCK INCLUDING DANFORTH, HIGH AND YORK STREETS.
- H.I. & E.C. JORDAN - SURVEYORS FIELD NOTES: FOX AND GINN DANFORTH STREET JAN. 1958; CORNER MAPLE AND YORK STREETS AUG. 3, 1956; HIGH STREET SURVEYED FOR CHELLA KELLEY JUNE 19, 1939; AND H.H. HAYS & SONS SURVEYED APRIL 27, 1922.
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR CITIES SERVICE OIL CO. FEB. 9, 1960 H.I. & E.C. JORDAN - SURVEYORS"
- "PLAN OF PROPERTY IN PORTLAND, MAINE MADE FOR FOX & GINN APRIL 1958 H.I. & E.C. JORDAN - SURVEYORS"
- PLAN OF ALLIANCE ENERGY OWEN HASKELL, INC. JOB NO.
- CITY OF PORTLAND ENGINEERING DEPARTMENT STREET WORKING PLANS FOR DANFORTH AND YORK STREETS.
- "PLAN OF A LOT OF LAND SURVEYED AT THE REQUEST OF MR. J. MCLELLAN MARCH, 1857"
- "PLAT 37 HIGH STREET CONDOMINIUMS AT 37 HIGH STREET, PORTLAND, MAINE FOR: CHARLES & SUE BAILLARGEON PREPARED BY: BACK BAY BOUNDARY, INC." RECORDED IN PLAN BOOK 205 PAGE 427
- "BOUNDARY SURVEY, 75 YORK STREET, PORTLAND, MAINE PREPARED FOR: 75 YORK STREET, LLC JULY 24, 2003 PREPARED BY: LAND SERVICES, INC."
- "STANDARD BOUNDARY SURVEY, TOPOGRAPHIC SURVEY OF LANDS ON MAPLE STREET AND YORK STREET, CITY OF PORTLAND, PLAN FOR DANIEL REED 3/8/97 PREPARED BY LEWIS & WASINA, INC."
- "SUBDIVISION PLAN, YORK STREET - MIXED USE DEVELOPMENT, PORTLAND, MAINE, OWNER OF RECORD: 101 YORK STREET, LLC JUNE 2015 GORRILL PALMER" REVISED APRIL 11, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 150.

LEGEND

- IRON PIPE OR ROD FOUND
- GAS VALVE
- WATER VALVE
- HYDRANT
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- SIGN
- DECIDUOUS TREE
- BORING
- FENCE
- CURB
- OVERHEAD WIRES
- UNDERGROUND ELECTRIC
- TELEPHONE
- WATER LINE
- GAS LINE
- SS - SANITARY SEWER
- SD - STORM DRAIN
- STONE WALL

SCALE: 1" = 30'

1. ANY ACCESS, UTILITY AND MAINTENANCE EASEMENT FOR THE INSTALLATION OF UTILITIES, INCLUDING "UTILITY SERVICES" AS DEFINED IN 33 M.R.S. SECTION 458, A PAVO, LANDSCAPING AND FRIEDMAN STREET, LLC AND J.B. BROWN & SONS, AND FROM 101 YORK STREET, LUTS PROPERTY, FOR THE BENEFIT OF 101 YORK STREET, LLC AND J.B. BROWN & SONS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, LOCATED ON A PORTION OF J.B. BROWN & SONS REAL PROPERTY AT 27 YORK STREET IN PORTLAND, MAINE, SAID EASEMENT IS INCULCATED IN THE CONVEYANCE FROM J.B. BROWN & SONS TO 101 YORK STREET, LLC BY AN INSTRUMENT DATED APRIL 27, 2016 AND RECORDED IN THE CAMDEN AND COUNTY REGISTRY OF DEEDS IN BOOK 33066, PAGE 24 AND IS DEPICTED ON EXHIBIT A SAID OUTLINED DEED.

- 8N. AN UTILITY EASEMENT FOR ELECTRICITY FROM NEW LOT A TO NEW LOT B



UNIT TYPE	AREA SF	TOTAL
1 BEDROOM	767	4
1 BEDROOM	756	4
1 BEDROOM	772	4
1 BEDROOM	967	4
2 BEDROOM	1,185	16
2 BEDROOM	1,164	8
2 BEDROOM	1,187	4
2 BEDROOM	1,190	4
2 BEDROOM	1,216	4
2 BEDROOM	1,240	3
2 BEDROOM	1,280	4
3 BEDROOM	1,511	4
TOTAL:		63

DRAWING UNITS AND UP TO 8 ETLA COMMUNAL UNITS IN A NEW SUBDIVISION. THE SUBDIVISION IS BEING APPROVED ON THE ORIGINAL LOT AND CONSIDERING THE PRIORITY OF THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150, IT IS TO BE CONVEYED TO THE SUBDIVISION OF THE CITY OF BOON AND PLANNING BOARD ON THE SUBDIVISION PLAN.

CONSENTING SUBDIVISION APPROVAL FOR THE ATTENTION OF A RESIDENTIAL CONVEYANCE. THE SUBDIVISION IS BEING APPROVED ON THE ORIGINAL LOT AND CONSIDERING THE PRIORITY OF THE APPROVED SUBDIVISION PLAN RECORDED IN PLAN BOOK 216, PAGES 150 AND 151.

LAND BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREIN DATED UPON AN ON-LOT SURVEY TITLED "NEW DIVISION OF LOTS ON HIGHWAY, PARCELS OWNED BY ORNEN HASKELL, INC. DATED DECEMBER 3, 2015 AND REVISED APRIL 25, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 124.

- COUNTY REGISTRY OF DEEDS.

16. THE PLANNING BOARD, ON DECEMBER 8, 2015, VOTED 6-0 TO GRANT THE FOLLOWING WAIVERS:

- SUBDIVISION CONDITIONS OF APPROVAL:

17. THE PLANNING BOARD, ON DECEMBER 8, 2015, VOTED 6-0 THAT THE PLAN IS IN CONFORMANCE WITH THE SUBDIVISION STANDARDS OF THE LAND USE CODE, SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:

- NOTE: THE ABOVE ITEMS WERE COMPLETED PRIOR TO CONSTRUCTION IN 2016

- AGREEABLE TIME FOR PRECONSTRUCTION MEETING.

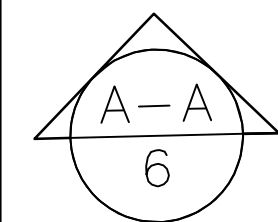
THIS PLAN AMENDS PLAN RECORDED
IN PLAN BOOK 216, PAGE 151

10 Free Street, Portland, Maine

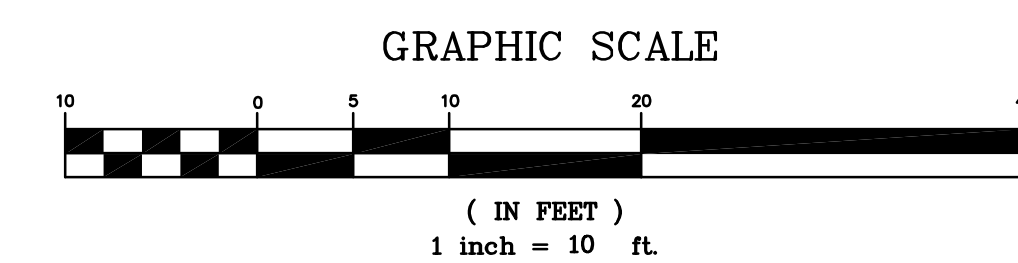
PROFESSIONAL LAND SURVEYORS

www.owenhaskell.com

1. THIS SET OF CONDOMINIUM PLANS SHOWS THE "CONDOMINIUM" ENTITLED "YORK + HIGH CONDOMINIUM". THE STREET ADDRESS OF THE CONDOMINIUM IS 25 HIGH STREET (RESIDENTIAL) AND 85 YORK STREET (RETAIL), PORTLAND, MAINE.
2. THE CONDOMINIUM CONSISTS OF THE ENTIRE BUILDING. THE FIRST FLOOR IS RETAIL AND THE SECOND THROUGH FIFTH FLOORS ARE RESIDENTIAL.
3. THE CITY OF PORTLAND HAS GRANTED SUBDIVISION APPROVAL FOR THE CONDOMINIUM TO BE SUBDIVIDED INTO UP TO SIXTY-THREE (63) RESIDENTIAL DWELLING UNITS AND UP TO SIX (6) COMMERCIAL UNITS.
4. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RESIDENTIAL UNITS (SEE DECLARATION).
5. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RETAIL UNIT(S) (SEE DECLARATION).



KEITH A. KELLEY, ARCHITECT
MAINE LICENSED ARCHITECT NO. ARC4212
11 CORPORATE DRIVE,
BELMONT, NH 03220



PREPARED BY: KEITH A. KELLEY, ARCHITECT

OPECHEE
CONSTRUCTION CORPORATION

11 CORPORATE DRIVE ■ BELMONT ■ NH 03220
PHONE (603) 827-9090 ■ WWW.OPECHEE.COM

OF: YORK & HIGH CONDOMINIUM
85 YORK STREET
PORTLAND, MAINE
FOR: 101 YORK STREET LLC
36 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

CONDOMINIUM FLOOR PLAN NOTES:

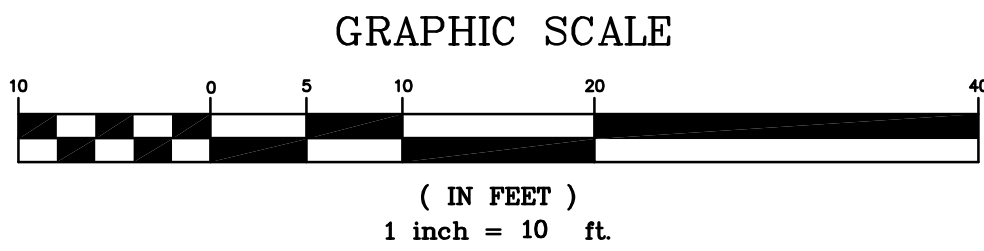
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4. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RESIDENTIAL UNITS (SEE DECLARATION).
5. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RETAIL UNIT(S) (SEE DECLARATION).



THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:

KEITH A. KELLEY, ARCHITECT
MAINE LICENSED ARCHITECT NO. ARC4212
11 CORPORATE DRIVE,
BELMONT, NH 03220

- COMMON ELEMENT
- LIMITED COMMON ELEMENT (LCE)
- UNIT BOUNDARY



PREPARED BY: KEITH A. KELLEY, ARCHITECT

OPECHEE
CONSTRUCTION CORPORATION

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PHONE (603) 567-6554 ■ WWW.OPECHEE.COM

CONDOMINIUM PLAN-FLOOR 2 VERTICAL BOUNDARIES

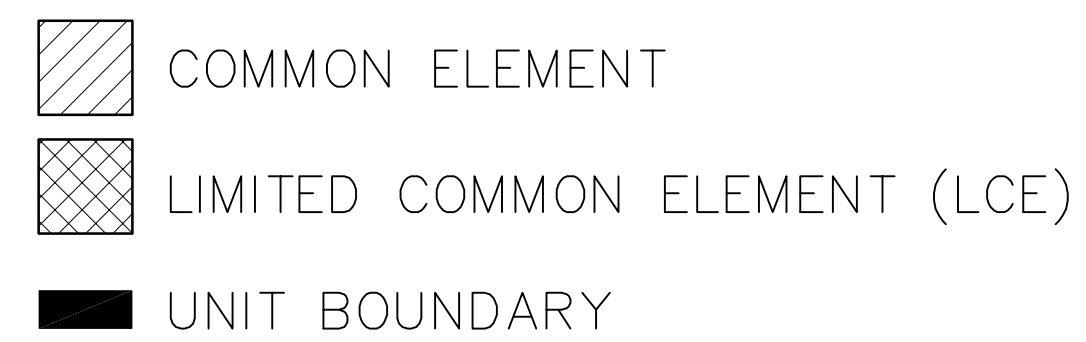
OF:
YORK + HIGH CONDOMINIUM
85 YORK STREET
PORTLAND, MAINE

FOR:
101 YORK STREET LLC
36 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

SHEET 2 OF 8

1. THIS SET OF CONDOMINIUM PLANS SHOWS THE "CONDOMINIUM" ENTITLED "YORK + HIGH CONDOMINIUM". THE STREET ADDRESS OF THE CONDOMINIUM IS 25 HIGH STREET (RESIDENTIAL) AND 85 YORK STREET (RETAIL), PORTLAND, MAINE.
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4. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RESIDENTIAL UNITS (SEE DECLARATION).
5. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RETAIL UNIT(S) (SEE DECLARATION).



KEITH A. KELLEY, ARCHITECT
MAINE LICENSED ARCHITECT NO. ARC4212
11 CORPORATE DRIVE,
BELMONT, NH 03220



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[illegible]

PREPARED BY: KEITH A. KELLEY, ARCHITECT

OPECHEE
CONSTRUCTION CORPORATION

11 CORPORATE DRIVE ■ BELMONT ■ NH 03220
PHONE (603) 527-8900 ■ WWW.OPECHEE.COM

CONDOMINIUM PLAN-FLOOR 3: VERTICAL BOUNDARIES

OF:

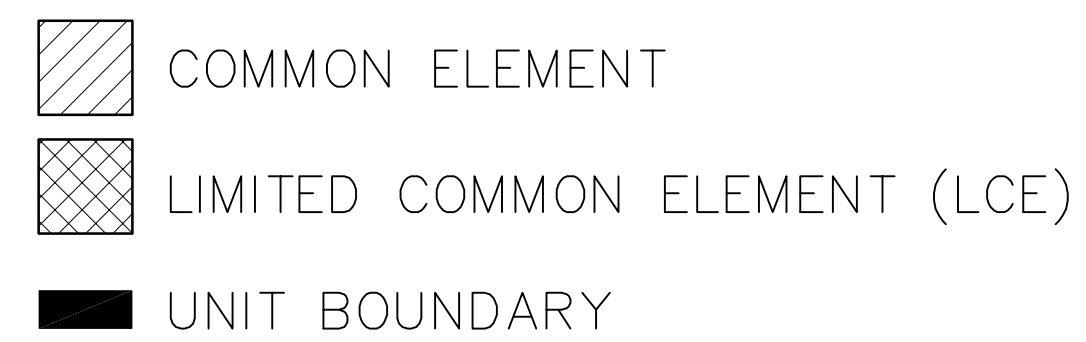
YORK + HIGH CONDOMINIUM
95 YORK STREET
PORTLAND, MAINE

FOR:

101 YORK STREET LLC
36 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

1. THIS SET OF CONDOMINIUM PLANS SHOWS THE "CONDOMINIUM" ENTITLED "YORK + HIGH CONDOMINIUM". THE STREET ADDRESS OF THE CONDOMINIUM IS 25 HIGH STREET (RESIDENTIAL) AND 85 YORK STREET (RETAIL), PORTLAND, MAINE.
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5. CERTAIN COMMON ELEMENTS ARE APPLICABLE ONLY TO THE RETAIL UNIT(S) (SEE DECLARATION).



KEITH A. KELLEY, ARCHITECT
MAINE LICENSED ARCHITECT NO. ARC4212
11 CORPORATE DRIVE,
BELMONT, NH 03220



10

[illegible]

PREPARED BY: KEITH A. KELLEY, ARCHITECT



1 CORPORATE DRIVE ■ BELMONT ■ NH 03220
PHONE (603) 527-9090 ■ WWW.OPECHEE.COM

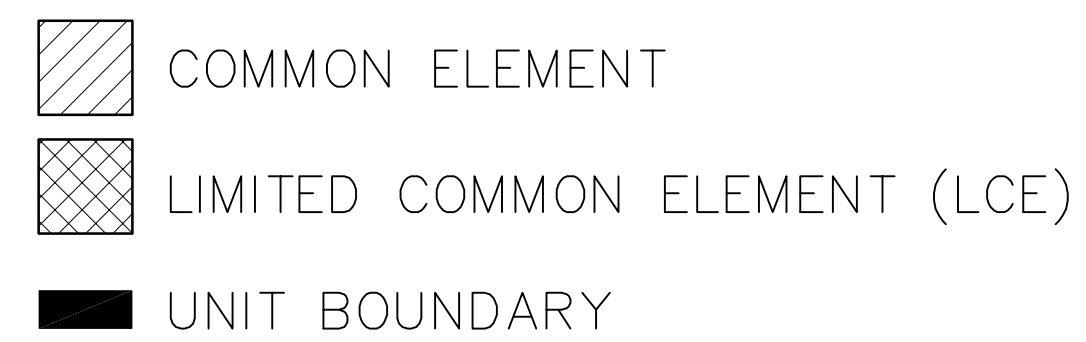
OF:
CONDOMINIUM PLAN-FLOOR 4 VERTICAL BOUNDARIES

YORK + HIGH CONDOMINIUM
85 YORK STREET
PORTLAND, MAINE
04105

FOR:
101 YORK STREET LLC
336 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

1. THIS SET OF CONDOMINIUM PLANS SHOWS THE "CONDOMINIUM" ENTITLED "YORK + HIGH CONDOMINIUM". THE STREET ADDRESS OF THE CONDOMINIUM IS 25 HIGH STREET (RESIDENTIAL) AND 85 YORK STREET (RETAIL), PORTLAND, MAINE.
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KEITH A. KELLEY, ARCHITECT
MAINE LICENSED ARCHITECT NO. ARC4212
11 CORPORATE DRIVE,
BELMONT, NH 03220



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[illegible]

PREPARED BY: KEITH A. KELLEY, ARCHITECT



1 CORPORATE DRIVE ■ BELMONT ■ NH 03220
PHONE (603) 527-9090 ■ WWW.OPECHEE.COM

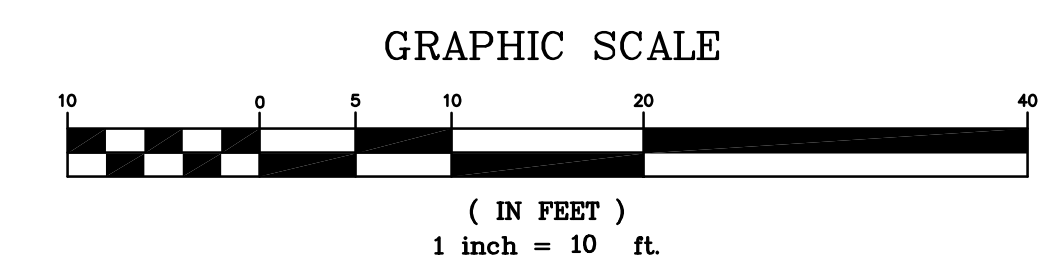
OF:
CONDOMINIUM PLAN-FLOOR 5 VERTICAL BOUNDARIES

YORK + HIGH CONDOMINIUM
85 YORK STREET
PORTLAND, MAINE
04105

FOR:
101 YORK STREET LLC
336 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

NOTE: THE ENTIRE ROOF AREA ABOVE THE FIFTH FLOOR OF THE CONDOMINIUM BUILDING IS A LIMITED COMMON ELEMENT APPURTENANT TO THE RETAIL & RESIDENCE UNITS OF THE CONDOMINIUM.


$$1'' = 10'$$


CONDOMINIUM PLAN-HORIZONTAL BOUNDARIES

OF:

YORK + HIGH CONDOMINIUM

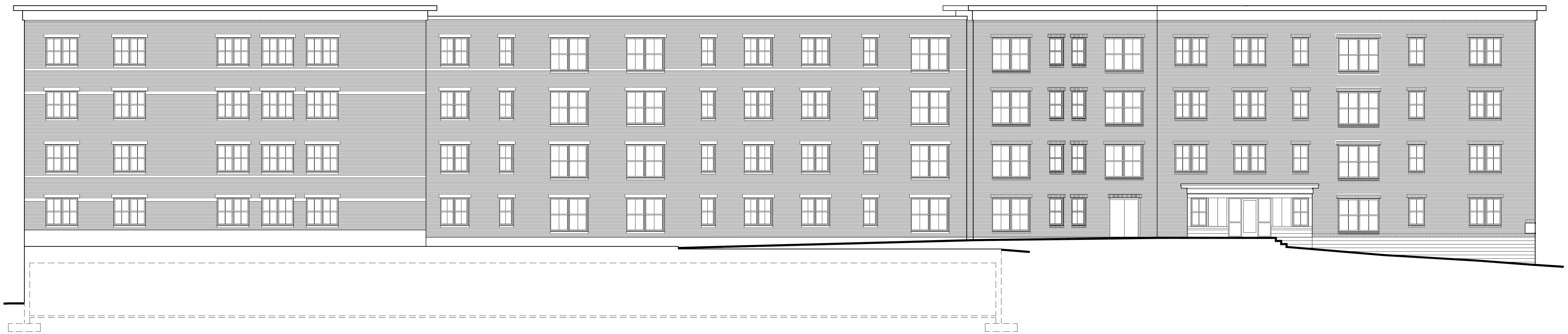
85 YORK STREET
PORTLAND, MAINE

FOR:

101 YORK STREET LLC

36 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'



NORTH ELEVATION

1" = 10'



WEST ELEVATION

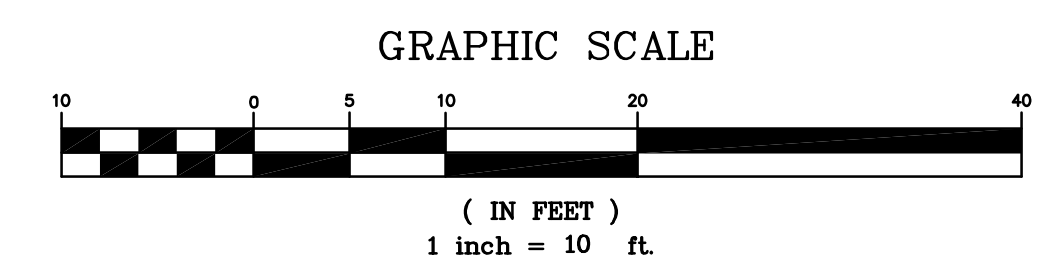
1" = 10'

SIGNAGE NOTES:

1. SIGNAGE AREAS SHOWN ARE LIMITED COMMON AREAS OF THE UNITS INDICATED.

THIS PLAN WAS PREPARED UNDER THE DIRECTION OF:

KEITH A. KELLEY, ARCHITECT
MAINE LICENSED ARCHITECT NO. ARC4212
11 CORPORATE DRIVE,
BELMONT, NH 03220



PREPARED BY: KEITH A. KELLEY, ARCHITECT

OPECHEE
CONSTRUCTION CORPORATION

11 CORPORATE DRIVE • BELMONT, NH 03220
PHONE (603) 557-4500 • WWW.OPECHEE.COM

CONDOMINIUM PLAN - SIGNAGE AREAS

OF:
YORK + HIGH CONDOMINIUM
85 YORK STREET
PORTLAND, MAINE

FOR:
101 YORK STREET LLC
36 DANFORTH STREET
PORTLAND, MAINE 04101

DATE	SCALE
05-16-17	1"=10'

PLANNING BOARD REPORT PORTLAND, MAINE



20 Thames Street
Mixed-Use Residential and Commercial Development
Level III Site Plan & Subdivision & Inclusionary Zoning Review
2017-063 and 2017-064
Essex North Portland, LLC

Submitted to: Portland Planning Board Date: June 16, 2017 Public Hearing Date: June 22, 2017	Prepared by: Matthew Grooms. Planner CBLs: 19-B-20 Project #: 2017-063 and 2017-064
--	---

I. INTRODUCTION

Essex North Portland, LLC has requested a final site plan, subdivision, conditional use and inclusionary zoning review for a six-story mixed-use commercial and residential development at 20 Thames Street. The proposed 48,434 SF development includes structured parking and two retail spaces on the ground floor and 28 residential units on the upper floors. The proposal is also subject to the Inclusionary Zoning Ordinance and is in the India Street Historic District.

This development is subject to Level II Site Plan for compliance with the standards of the India Street Form Based Code and Site Plan ordinance. The design review and approval is through the Historic Preservation Board. The Planning Board is only reviewing the Level III Subdivision and compliance with Division 30 (inclusionary zoning).

A total of 177 notices were sent to property owners within 500 feet of the site and a legal ad ran in the *Portland Press Herald* on June 12th and 13th 2017.

Applicant: Ara Aftandilian, Essex North Portland, LLC

Consultants: Pat Carroll, Carroll & Associates; Maureen McGlone, Ransom Consulting Engineers; John Swan, Owen Haskell, INC; David Lloyd, Archetype Architects; Lee Lowry, Jensen Baird Gardner Henry

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Site Plan Level II (staff review/approval)	Section 14-526
Certificate of Appropriateness (HP Board)	Section 14-650-659
Subdivision Level III (Planning Board)	Section 14-497

III. PROJECT DATA

Existing Zoning	IS-FBC
Existing Use	Undeveloped/Temporary Parking/Construction Staging
Proposed Use	Mixed-Use Residential and Commercial Retail
Proposed Development Program	28 condominium units (4 1-bedroom, 23 2-bedroom, 1 3-bedroom) + 2 retail spaces (totaling 4,600 SF)
Parcel Size	13,580 SF

	<i>Existing</i>	<i>Proposed</i>	<i>Net Change</i>
Building Footprint	N/A	8,772 SF	8,772 SF
Building Floor Area	N/A	48,434 SF	48,434 SF
Impervious Surface Area	13,580 SF	13,374 SF	-206 SF
Parking Spaces (on-site)	0	4 (Structured)	4
Parking Spaces (off-site)	0	64 (Ocean Gateway Garage)	64
Bicycle Parking Spaces	0	11 (Interior Bike Room)	11

Estimated Cost of Project	\$10,000,000.00
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Figure 1: Project Location

IV. BACKGROUND & EXISTING CONDITIONS

20 Thames Street lies midblock between India Street and Hancock Street with frontage on Thames Street, across the street from Ocean Gateway Pier. At present, much of the existing block is undeveloped, with the exception of the Gorham Savings Bank building and Portland Water District structure, both located to the west along India Street. This project represents the second proposal under the Portland Gateway Master Plan, the first being the recently approved Portland AC Hotel, currently under construction to the east of the proposed site. The current uses are surface parking lot and staging area for the construction of the Portland AC Hotel. The project, located in the India Street Historic District, requires brick sidewalks and Commercial Street light poles. Street trees and street lighting shall be added to contribute to the improvement of India Street as the main street. The overall impervious surface is slightly reduced.

The site is zoned India Street Form-based Code Zone with an Urban Transitional (UT). The site is in the India Street Historic District and is subject to Historic Preservation design review to obtain a Certificate of Appropriateness. This property's location with close proximity to India Street, serves as an important transition from the Urban-Active (UA) Subdistrict as found along India Street to the surrounding Urban Neighborhood (UN) Subdistricts. Properties located in the Urban Transitional (UT) Subdistrict, are intended to encourage higher density, mixed-use building types that accommodate any use. Streetscapes within this subdistrict may be less active than the UA subdistrict with wide sidewalks, street trees, and setbacks providing relief from large building masses.

V. PROPOSED DEVELOPMENT

The applicant proposes to construct a six-story mixed-use infill project consisting of two ground floor commercial spaces totaling 4,600 square feet and 28 condominiums on the upper floors with 107 feet of frontage along Thames Street. Retail spaces are accessible via entrances located on Thames Street. Structured parking would occupy the rear portion of the ground floor, with car and resident access located to the rear of the building, accessible via a shared access easement/driveway with associated curb cut on Fore Street. Vehicular parking for four cars would be provided

in the structure situated behind the retail space and an additional 64 parking spaces have been leased at the Ocean Gateway Garage located across Fore Street from this subdivision.

New brick sidewalks, street lighting, and four street trees are proposed on Thames Street. The additional 24 street trees required of this development will be made a condition for approval of the Level II site plan. The site lighting shall be provided by new Commercial Street fixtures and additional lighting is provided by the building lighting (*Plan 20*). The landscape plan (*Plan 20*) also includes low landscaping along the westerly face of the building.



Figure 2 – Thames Street Building Rendering

VI. PUBLIC COMMENT

One written comment was received by the Planning Office and has been included with this report (*Attachment 4*). This comment is specifically in regards to the traffic impact that this development would have on the India Street and Fore Street intersection. The traffic impact of this development is being considered separately under the Level II site plan review, and the city's consulting traffic engineer, Tom Errico, has indicated his approval of the applicant's traffic impact analysis (*Attachment 2*).

Material regarding the neighborhood meeting shall be provided by the applicant. Submission of this material has been drafted as a condition for approval.

VII. RIGHT, TITLE, & INTEREST

The applicant's submittal includes the purchase and sale agreement dated March 17, 2017 between Portland Norwich Group and EssexNorth Portland LLC, and deed as evidence of right, title, and interest.

VIII. FINANCIAL & TECHNICAL CAPACITY

The estimated cost of the development has not been provided. The applicant has submitted a letter from Androscoggin Bank indicating that their intent to consider financing for the project. (*Attachment O*).

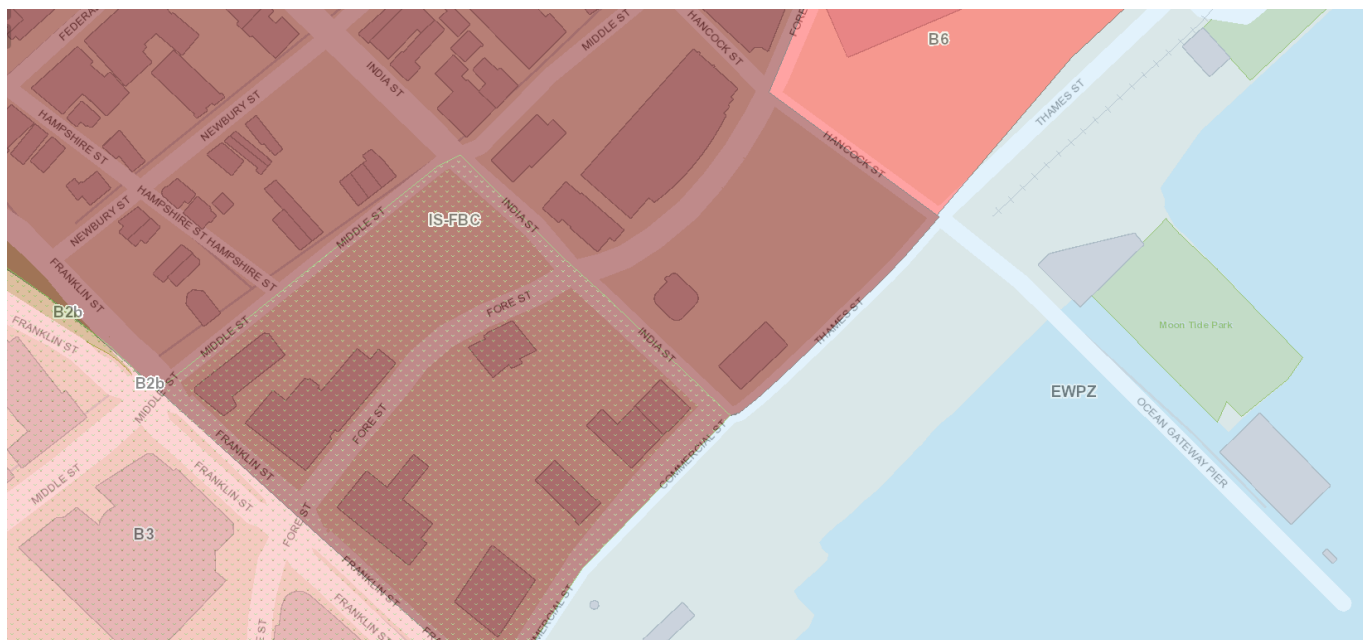


Figure 3 – Zone

IX. ZONING & LEVEL II SITE PLAN

The project is in the India Street Form-based Code zone and is located midblock on Thames Street between India Street and Hancock Street. The property falls within the Urban Transitional (UT) Subdistrict. The total project area is under 50,000 square feet and is therefore subject to Level II Site Plan review which is a staff level review and approval. Site Plan review includes review of zoning and site design such as landscape, traffic, stormwater, and parking. The project is under review as a Level II Site Plan.

IX. DESIGN REVIEW – INDIA STREET HISTORIC DISTRICT

The project is in the India Street Historic District. As new construction, a Certificate of Appropriateness is required and the design review is conducted by the Historic Preservation Board according to the Historic Preservation Review Standards. The project was approved with conditions on Wednesday, January 18th 2017 (*Attachment 3*).

X. SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (*Section 14-496*)

The applicant has provided a subdivision plat for review by the city's surveyor. Finalizing this plat per *Section 14-496* has been included as a condition of approval. In addition, the project includes condominium units. As such, condominium documents have also been included as a condition of approval. Staff have identified that the applicant should provide a 20-foot-wide public access easement connecting Thames Street with Fore Street in order to achieve the required mid-block permeability which would allow the applicant to construct the proposed building up to 77 feet in height as is shown in the plans. This is stipulated under *Section 14-275.6(b)(1)(c)*.

In the submittal, the applicant proposes the following easements and licenses:

- Access, Drainage and Utilities Easement, which would allow for utilities to be brought into the subject property from India Street.
- License from the City of Portland to construct or install canopies/awnings, decks, foundation footings, and the sewer backwater valves along Thames Street.

All easements and licenses have been suggested as conditions for approval.

XI. SUBDIVISION REVIEW

(14-497(a). Review Criteria)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's subdivision ordinance. Staff comments are below and in *Attachments 1-3*.

1. Water, Air Pollution

The project is not anticipated to result in undue air or water pollution.

2 & 3. Adequacy of Water Supply

The plans show water service from an 8" fire main and 10" water main in Thames Street that connect with a 6" line servicing this site. A copy of the applicant's application to the Portland Water District has been received. Receipt of a copy of the approval letter shall be included as a condition for approval. (*Attachment W*).

4. Soil Erosion

No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated.

5. Impacts on Existing or Proposed Highways and Public Roads

The applicant has provided a traffic and transportation analysis (*Attachment S*). Tom Errico, the city's consulting traffic engineer, has reviewed the study and provided comments (*Attachment 2*), which states the project is not expected to cause unreasonable highway or public road congestion or unsafe conditions.

6. Sanitary Sewer/Stormwater Disposal

An 8-inch sewer line is proposed to service the building and would outlet to India Street. An 8-inch roof drain is proposed and will outlet to Newbury Street. No grease trap is proposed; in the event that a future retail tenant includes a restaurant use, one will be required. The applicant has submitted a wastewater capacity application to the Department of Public Works. Receipt of a copy of the approval letter has been drafted as a condition for approval.

7. Solid Waste

The applicant has proposed a trash and recycling room on the ground floor in the structured parking area and has indicated that residents are responsible for engaging a waste management contractor to provide waste removal service. The project is not anticipated to cause an unreasonable burden on the ability of the city to dispose of solid waste (*Attachment X*).

8. Scenic Beauty

This proposal is not deemed to have an adverse impact on the scenic beauty of the area. The project is within historic district and the Historic Preservation Board approved the proposal with conditions (*Attachment 3*).

9. Comprehensive Plan

India Street Sustainable Neighborhood Plan

This newly adopted neighborhood plan includes the following goals and principles which are met by this proposal:

Goal – Vitality – The project adds 28 new units bringing more people to the neighborhood

Principle 4: Mixed-Use Neighborhood – As a new mixed-use project, the mixed-use aspect of the project is continued and strengthened.

Principle 6: Retail Corridors – The project adds two new retail spaces to the India Street Neighborhood, the main street of the neighborhood identified as a commercial corridor to be strengthened.

Principle 7: Guided Growth – The project provides dense residential development within the India Street neighborhood, one of the areas identified as potential growth and infill development sites.

Principle 8: Form of Development – High residential density, maintaining the pedestrian-scale blocks, continuous

sidewalks, and street-oriented buildings – these concepts are all included in the project.

Incentives for Affordable Housing and Housing – Sustaining Portland’s Future

The city believes that it is in the public interest to promote an adequate supply of affordable housing for its residents. The proposed project is required under the newly adopted Division 30, Section 14-487, Ensuring Workforce Housing to provide at least 10% workforce housing units. As described below and in (*Attachment D*), the project will pay the fee-in-lieu rather than build the units on or off-site. In addition to the required affordable housing, the project adds 28 new residential units to the neighborhood and peninsula. The new housing stock is placed in a multi-modal neighborhood with good connections to several neighborhoods, offices, and services.

10. Financial and Technical Capacity

As noted above, the applicant has provided evidence of financial and technical capacity (*Attachment O and P*).

11. Wetland/Water Body Impacts

Project is not located within a watershed of any pond or lake or within 250 feet of any wetland, great pond or river.

12. Groundwater Impacts

There are no anticipated impacts to groundwater supplies.

13. Flood-Prone Area

Per the FEMA flood maps, the site is not located in a flood zone.

14. Wetland/Water Body Impacts

No potential wetlands within the proposed subdivision.

15. Wetland/Water Body Impacts

No river, stream or brook within or abutting the proposed subdivision.

(14-497(c) Conformity with Code) Any proposed subdivision shall be in conformity with all relevant provisions of this Code. Project is under review as a Level II Site Plan at the time of this public hearing to determine conformity with all relevant provisions of the Code. The project has also received approval with conditions for the Historic Preservation Certificate of Appropriateness (*Attachment 3*).

XII. INCLUSIONARY ZONING CONDITIONAL USE

Director of Planning and Urban Development, Jeffrey Levine, reviewed the Conditional Use for Affordable Housing application at 20 Thames Street. Conditional Use is authorized by Division 30, Section 14-487, Ensuring Workforce Housing, to secure the creation of Workforce Housing Units as part of new residential projects that propose 10 or more units. The ordinance requires a minimum of 10% of the project to be restricted for Workforce Households and that the number of bedrooms required under Section 14-487(e)3 be at least 10% of the total number of bedrooms made available as part of the project. The project located at 20 Thames Street proposes the creation of 28 condominium units. Based on the total number of units the project will be required to provide at least two (2) workforce units.

The project has proposed to pay the fee-in-lieu to meet the requirements of this ordinance. The fee is \$100,000 per owed workforce unit. In this case, the amount owed is 10% of 29 units = 2.9 x \$100,000 or \$280,000 to be paid into the City’s Housing Trust Fund. By agreeing to pay the \$280,000 fee-in-lieu, the project has met the minimum requirements set forth in Section 14-487.

XIII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the planning board approve the Subdivision and Conditional Use for the proposed residential development at 20 Thames Street.

XIV. PROPOSED MOTIONS**A. SUBDIVISION**

On the basis of the application, plans, reports, and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on June 22, 2017 for application 2017-063 relevant to the subdivision regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the subdivision standards of the land use code and **approves/does not approve** the application, subject to the following conditions of approval, which must be met prior to the signing of the plat:

1. The applicant shall submit a final subdivision plat for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority;
2. Prior to Certificate of Occupancy, the applicant shall provide condominium documents for review and approval by Corporation Counsel;
3. Documentation of the neighborhood meeting shall be provided by the applicant.
4. That the final design of the sidewalk including cross slope, curb extension, and street tree well shall be revised and submitted to staff for final approval in accordance with site plan approval.
5. The applicant shall provide drafts of all necessary easements for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority, with evidence of executed easements to be submitted prior to the issuance of a building permit, including but not limited to:
 - a. A public access easement measuring a minimum of 20' feet in width connecting Thames Street with Fore Street so as to qualify for the height bonus as stipulated under Section 14-275.6(b)(1)(c);
 - b. License from the City of Portland to EssexNorth Portland, LLC for canopies and or awnings and or decks extending into the public right-of-way.
 - c. License from the City of Portland to EssexNorth Portland, LLC for foundation footings on Thames Street
 - d. License from the City of Portland to EssexNorth Portland, LLC for sewer backwater valves along Thames Street;

B. INCLUSIONARY ZONING CONDITIONAL USE

On the basis of the application, plans, reports, and other information submitted by the applicant; findings and recommendations contained in the Planning Board Report for the public hearing on June 22, 2017 for application 2017-063 relevant to the Conditional Use as authorized by Division 30, Section 14-487 Ensuring Workforce Housing; and the testimony presented at the planning board hearing, the planning board finds that the Conditional Use **is/is not** in conformance with the standards of the land use code and **approves/does not approve** the application, subject to the following conditions of approval:

- a. Provided the Applicant pays a fee of \$280,000 into the City's Housing Trust Fund before a Certificate of Occupancy may be issued.

XV. ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. Staff Review Comments (5/24/2017)
2. Traffic Engineer review (6/02/2017)
3. Historic Preservation Board Approval Letter (1/18/2017)
4. Public Comment
 - a. PC1: Paula Foley-Stelmack (5/13/2017)

APPLICANT'S SUBMITTALS

- A. Application Cover Sheet
- B. Table of Contents
- C. Cover Letter
- D. Response to City Review
- E. Application
- F. Location Maps
- G. Project Description
- H. Right, Title and Interest
- I. Parking Lease Assignment
- J. State and Federal Permits
- K. Zoning
- L. Easements
- M. Easements II
- N. Waivers
- O. Financial Capacity
- P. Technical Capacity
- Q. Construction Management
- R. Construction Management II
- S. Traffic
- T. Significant Natural Features
- U. Stormwater
- V. City Master Plans
- W. Utility Capacity Letters
- X. Solid Waste
- Y. Fire Safety
- Z. City Design Manual Standards
- AA. HVAC Equipment
- BB. Geotechnical Report
- CC. Site Lighting

PLANS

- Plan 1. Amended Subdivision Plat
- Plan 2. Subdivision Plan
- Plan 3. Rendering
- Plan 4. Commercial Street View

- Plan 5. Building Rendering from Thames Street
- Plan 6. Building Rendering from Courtyard
- Plan 7. Floor Plans
- Plan 8. Building Elevations
- Plan 9. Wall Section
- Plan 10. Window and Storefront Details
- Plan 11. Cover
- Plan 12. Existing Conditions Plan
- Plan 13. Site Plan
- Plan 14. Utility Plan
- Plan 15. Grading, Drainage and Erosion Plan
- Plan 16. Construction Details and Notes
- Plan 17. Construction Details I
- Plan 18. Construction Details II
- Plan 19. Construction Details III
- Plan 20. Landscape and Lighting
- Plan 21. Landscape Details
- Plan 22. Landscape Details II
- Plan 23. Photometric Plan

Planning and Urban Development Department Planning Division



May 24, 2017

Ara Aftandilian
Essex North Portland, LLC
P.O. Box 394
Topsfield, MA 01983

Pat Carroll
Carroll Associates
217 Commercial St, Suite 200
Portland, ME 04101

RE: Staff Review Comments for 20 Thames Street (2017-063) – Planning Board Review

Project Name:	20 Thames Street	Project ID:	(2017-063)
Project Address:	20 Thames Street	CBL:	019-B020
Applicant:	Pat Carroll		
Planner:	Matthew Grooms		

Dear Mr. Aftandilian and Mr. Carroll,

Thank you for submitting a preliminary Level II Site Plan application for a six-story mixed-use commercial and residential development at 20 Thames Street in the India Street Form-Based Code district. This property is located within the Urban Transitional (UT) subdistrict and is being reviewed as a preliminary plan subject to the following applicable Land Use Code provisions:

- Subdivision Ordinance, Article IV
- Site Plan Ordinance, Article V
- India Street Form Based Code Ordinance, Article III, Division 15.2
- Neighborhood Meeting Regulations, Section 14-32

Final Plan for Planning Board Review: Staff Review Comments

I. Public Infrastructure and Community Safety Standards

A. Fire Department Comments (Keith Gautreau)

1. Premises Identification

- a. The main entrance of the building must be the address for the property. This should be consistent with 911, tax assessor, Inspections Division and future mailing address.
- b. Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. If the building entry faces a different street, both the street name and number should be large enough to read from the street.

- c. Address numbers must be a minimum of 4 inches high. The number should be in Arabic numerals rather than spelled out (for example, “130” instead of “One Hundred and Thirty”).
 - d. Color: Addresses should be in a color that contrasts with the background. Whenever possible, should be illuminated.
 - e. Provide additional address signs at entrances to the property when the building address is not legible from the public street.
 - f. Buildings set back in groups that share common entrances can make quickly locating a specific building and the shortest route difficult. On such sites, additional signs with directional arrows and/or diagrams of the buildings and access layout should be posted.
- 2. The Construction Management plan shall be presented and approved by the Fire Dept.
 - 3. Existing Hydrant locations are acceptable and will have sufficient volume for the proposed project. There is no need for letter to serve from PWD.
 - 4. Emergency Vehicle access is sufficient off of Thames Street with possible access utilizing the main entrance the Marriott Hotel.

II. Site Design Standards

A. Site Plan Review Comments (Matthew Grooms)

- 1. The proposed building is shown as being 107’ feet in length as measured parallel to Thames Street. For new developments located in the Urban Transitional subdistrict of the IS-FBC, maximum permissible building length is 100’ feet, or 200’ feet with 2 modules. Is the applicant proposing more than one ground-floor commercial space? If so, this should be indicated on the submitted plans.
- 2. The applicant has agreed to payment in lieu of providing street trees. Given that the applicant is required to provide 28 street trees, and is providing 3, a fee equating to \$400 per street tree will be required as a condition of approval, for a total contribution of \$10,000.
- 3. In the submitted materials, the applicant has indicated that they will provide payment in lieu of the required workforce housing units. The fee is \$100,000 per owed unit. In this case, the amount owed is 10% of 28 units, \$280,000.00. This will be included as a condition for approval.
- 4. The applicant shall provide evidence of the agreement with the Ocean Gateway Garage for required off-street parking.
- 5. Final submitted plans shall indicate snow storage locations, or plans for snow storage/snow removal.
- 6. Roof mounted and or exterior mechanical equipment shall be screened from the public view by either dense evergreen landscaping, fencing, masonry, building walls or a combination thereof.
- 7. Site Lighting – Per CPTED and the Technical Manual requirements, lighting levels should be at least .4fc. For the final plans, please provide lighting in those areas of the site where there are exterior walkways such as the sides or rear of the building.
- 8. Given that this project is less than 50,000 square feet, please note that this development is considered a Level II Site Plan and not a Level III site plan.

B. Preliminary Subdivision Plan Comments – Section 14-496 (Matthew Grooms)

- 1. The applicant shall indicate the width of any right-of-way shown on the preliminary subdivision plan.

2. The applicant shall provide the location, width and purpose of any easements that have or are to be recorded.
3. The applicant shall provide the approximate or known location of all existing and proposed public and private infrastructure, including sanitary sewer, water, gas and electric. This shall include new points of connection for the proposed development.

C. Design Review (Caitlin Cameron)

Historic Preservation board did approve a certificate of appropriateness for the design at 20 Thames with some conditions of approval that have since been met with HP staff.

In order to meet zoning, there are the following outstanding items to be addressed by applicant:

1. Bonus Height = mid-block permeability must also be publicly accessible to be eligible for bonus height (legal documentation of public access). Is the extra height at least 15' stepped back from the street-facing building edge?
2. Building Length = to exceed 100' max building length, the project needs to meet the requirements for two retail bays (see 14-275.6 (b)2.b.)
3. Residential Entrance = To meet the purpose statement of the IS-FBC, I would question the placement of the residential entrance on the rear of the building without visibility from the public right-of-way

Additional Submittals Required:

Please upload the digital plans and documents to address staff comments. Upon receipt of the revised material, the City of Portland will review the additional plans and information for conformance with applicable ordinances. Please be aware that an application expires within 120 days of the date upon which this written request for additional information was made and only one set of revised plans may be submitted for review. This item is scheduled to go before the Planning Board as a workshop item on June 13, 2017. Following the workshop process, this item will be scheduled for a public hearing at the Planning Board's next available meeting and the staff will provide the Planning Board with a recommendation to approve, approve with conditions, or deny the final site plan.

If you have any questions, feel free to contact me at (207) 874-8725 or by email at mgrooms@portlandmaine.gov.

Sincerely,

Matthew Grooms
Planner

Electronic Distribution:

Tuck O'Brien, Planning Division Director
Barbara Barhydt, Development Review Services
Manager
Victoria Morales, Associate Corporation
Counsel

Anne Machado, Zoning Administrator
Captain Keith Gautreau, Fire
Jeff Tarling, City Arborist
Tom Errico, P.E., TY Lin Associates
Lauren Swett, P.E., Woodard & Curran



Matthew Grooms <mgrooms@portlandmaine.gov>

20 Thames Street - Preliminary Traffic Comments

Tom Errico <thomas.errico@tylin.com>

Fri, Jun 2, 2017 at 3:03 PM

To: Matthew Grooms <mgrooms@portlandmaine.gov>, Barbara Barhydt <bab@portlandmaine.gov>

Cc: "kas@portlandmaine.gov" <kas@portlandmaine.gov>, Jeremiah Bartlett <JBartlett@portlandmaine.gov>, "Swett, Lauren" <lszett@woodardcurran.com>, "Jeff Tarling (JST@portlandmaine.gov)" <JST@portlandmaine.gov>

Hi Matt – I have reviewed the application materials and offer the following preliminary traffic comments.

- I have reviewed the Trip Generation Evaluation conducted by Gorrill-Palmer and concur that a modified Traffic Movement Permit is not required (A Traffic Movement Permit was issued for Lot 1/AC Hotel). Given trip generation levels, a traffic study is not required. I would note that the City has established a fair-share contribution methodology for improvements to Franklin Street and direction on this requirement will be provided in the future.
- The applicant shall provide an updated parking analysis (Updating the analysis conducted for the AC Hotel).
- The applicant shall submit a construction management plan that outlines general expectations on roadway, parking and sidewalk impacts, contractor parking, and truck movements.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

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"One Vision, One Company"

CITY OF PORTLAND, MAINE

HISTORIC PRESERVATION BOARD

Scott Benson, Chair
Bruce Wood, Vice Chair
Glenn Harmon
Robert O'Brien
Penny Pollard
Julia Sheridan
John Turk

February 14, 2015

Ara Afandilian
Portland Norwich Group LLC
2330 Palm Ridge Road
Unit 10 #305
Sanibel, Florida 33957

Re: Proposed New Construction, 20 Thames Street

Dear Mr. Afandilian,

On January 18, 2017, the City of Portland's Historic Preservation Board voted 5-0 (Pollard, Wood absent) to approve your application for a Certificate of Appropriateness for new construction at 20 Thames Street.

Approval was made subject to the following conditions:

- Fenestration and material palette at penthouse level to be revised to present a more unified, consistent appearance.
- Height of penthouse roof to be lowered. (Penthouse was found to be disproportionately tall.)
- Where metal is shown on the building exterior, metal to be light to reduce visual contrast.
- Applicant to provide master signage plan to serve as template for future individual sign applications.
- Final plans incorporating design/material revisions and additional information listed above to be submitted to Historic Preservation staff for final review and approval.
Revised drawings to be distributed to HP Board for comment.

Construction to be carried out as shown on the plans and specifications submitted for the 1/18/17 public hearing, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Andrews". The signature is fluid and cursive, with the first name "Deborah" and last name "Andrews" clearly distinguishable.

Deborah Andrews
Historic Preservation Program Manager

Cc: David Lloyd, Archetype Architects

Application #2017-063

Paula Foley-Stelmack <mstelma1@maine.rr.com>

May 13, 2017 8:49 AM

Posted in group: **Planning Board**

May 13, 2017

Hello Planning Board,

My name is Paula Foley-Stelmack and I live with my husband at 207 Fore St. (in a condo over the Hampton Inn). We have been here for 5+ years and I have some information that you should consider prior to your approving the proposed sub-division. I can see the proposed subdivision from my window and walk by the site nearly every day. I am extremely familiar with this area. I also viewed the subdivision at City Hall.

- As you know, Fore St. is fairly narrow in the India St. area and is extremely narrow in the vicinity of the proposed subdivision. The main route to access the proposed subdivision is from Franklin St (via 295). As you turn left onto Fore St., the vehicular traffic is often at a standstill – waiting for vehicles to enter and exit the Hampton Inn or the 200+ vehicle parking lot across the street. Adding more traffic to this already bottlenecked area is a recipe for additional pedestrian and vehicle accidents.
- The traffic accessing the subdivision would need to travel through the already crowded intersection of Fore and India St. This again is a heavy pedestrian area and adding additional vehicles without a second route of egress is not safe.
- The city has already approved a hotel on this site with parking across the street. This will allow 100+ new vehicle to cross Fore St. back and forth to the hotel at least daily- on top of existing traffic. This, in addition to the folks who already use the parking garage, will put too much traffic pressure on an already struggling area.
- Any additional residential and commercial buildings will require commercial traffic to support them. Each weekday, I drive through this area and the Old Port in general, and always come across a tractor trailer delivering goods to restaurants, stores and hotels parked in the middle of the road. . Once the tractor trailer is stopped it causes blind spots for drivers and pedestrians.

Adding another subdivision with mixed used – commercial and condominiums, in this area with only one route of egress does not make even common sense and is not considering the impact of traffic on an already saturated area. This area does not appear to be the right place for further subdivision. Thanks you for your time in considering my comments.

Sincerely

Paula Foley-Stelmack

207 Fore St. Unit 1

Portland, ME 04101

207-831-3683 (c)

20 THAMES STREET RESIDENTIAL CONDOMINIUM



Level III Final Site Plan + Conditional Use Application

March 20, 2017

Submitted To:
City of Portland Planning Department

Applicant / Developer:
EssexNorth Portland LLC
P.O. Box 394
Topsfield, MA 01983

Prepared by:
Carroll Associates
217 Commercial Street, Portland, ME 04101

Ransom Consulting Engineers and Scientists
400 Commercial Street, Portland, ME 04101

Archetype Architects
48 Union Wharf, Portland, ME 04101

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21. Fire Safety Plan and Code Summary
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Drawings (Under Separate Cover)

SHEET#	SHEET TITLE
	COVER SHEET
1	AMENDMENT TO THE RECORDING PLAT
C0.1	EXISTING CONDITIONS PLAN
C1.0	SITE PLAN
C1.1	UTILITY PLAN
C1.2	GRADING DRAINAGE AND EROSION CONTROL PLAN
C2.0	CONSTRUCTION DETAILS AND NOTES
C2.1	CONSTRUCTION DETAILS
C2.2	CONSTRUCTION DETAILS
C2.3	CONSTRUCTION DETAILS
L1.0	LANDSCAPE AND LIGHTING PLAN
L2.0	LANDSCAPE DETAILS
L3.0	PHOTOMETRIC PLAN
A0.1	RENDERING
A0.2	COMMERCIAL ST VIEW
A0.3	3D VIEW FROM COMMERCIAL
A0.4	3D VIEW FROM COURTYARD
A1.1	FLOOR PLANS
A2.1	BUILDING ELEVATIONS
A3.1	WALL SECTION
A5.00	WINDOW AND STOREFRONT DETAILS
A5.01	CANOPY AND RAILING DETAILS



March 20, 2017

Ms. Barbara Barhydt
Mr. Tuck O'Brien
City of Portland Planning Authority
4th Floor, City Hall
389 Congress Street
Portland, ME 04101

**RE: 20 Thames Street Residential Condominium
20 Thames Street
Chart, Block, Lot: 19-B-20 (portion of)**

Dear Barbara / Tuck,

On behalf of EssexNorth Portland LLC we are pleased to submit this Level III - Final Site Plan and Subdivision Application along with supporting materials relating to a new mixed use building to be located at 20 Thames Street.

The subject property, Lot #3 (of the newly subdivided land that was the former Lot #2 as part of the AC Hotel project), is located in the India Street Form Base Code Zoning District (IS-FBC). It is a vacant, brownfield lot, approximately 0.31 acres in size. The current proposal calls for the lot to be developed into a mixed use building that will contain both ground level retail space and residential condominiums.

The subject property is essentially non-vegetated and considered completely impervious due to the intense level of past development. The entire lot slopes gently from northwest to southeast. The parcel has most recently been used as a staging and laydown area for many of the construction projects that have taken place in the vicinity. The lot is bound on the east side by Thames Street; on the south side by the Gorham Savings Bank Offices (former Grand Trunk Railroad office building) and the newly created Lot #4 (vacant); on the west by the newly created Lot #2 (vacant) and the Portland Water District Pump Station; and on the north by the AC Hotel (under construction). Surrounding land uses include: a parking garage with ground floor retail space and a hotel to the west across Fore Street; commercial, office, and parking to the north across Hancock Street; and the Ocean Gateway Terminal to the east across Thames Street.

The proposed building will be developed as a six (6) story building that fronts along Thames Street. It will include 28 condominiums on levels 2-6 and approximately 4,600 square feet of ground floor retail. The residential units will have vehicular access from a two-way shared driveway (to be built as part of the AC Hotel project) that terminates in a cul-de-sac off of Fore Street. Short term/valet parking for four cars is provided under the upper floors on the west side. There is also a lobby, bike storage, and trash room along this façade. Retail will be accessed from Thames Street.

We look forward to working with you and the Planning Staff in the review of this project. Please feel free to contact me to discuss any questions or concerns you may have regarding the attached application materials.

Sincerely,
CARROLL ASSOCIATES

A handwritten signature in black ink, appearing to read 'P. Carroll', with a long horizontal flourish extending to the right.

Patrick J. Carroll
Principal

Enc.

Cc: Ara Aftandilian, EssexNorth LLC
David Lloyd, Archetype Architects
Maureen McGlone, Ransom Consulting Engineers



June 12, 2017

Mr. Matthew Grooms
City of Portland Planning Authority
4th Floor, City Hall
389 Congress Street
Portland, ME 04101

**RE: 20 Thames Street Residential Condominium
Level II Site Plan
Response to Staff Review Comments**

Dear Matt,

On behalf of EssexNorth Portland LLC we are pleased to submit this response letter to the Staff Review Comments from Planning (dated May 24, 2017), Woodard & Curran (dated May 16, 2017), and T.Y. Lin International (email dated June 2, 2017) along with supporting materials relating to the proposed residential condominium. Below are the comments taken from the Staff Review (*in italics*) along with responses from the applicant (**in bold**) as well as a summary on one additional site plan modification proposed by the applicant.

I. Public Infrastructure and Community Safety Standards

A. Fire Department Comments (Keith Gautreau)

1. Premises Identification

a. The main entrance of the building must be the address for the property. This should be consistent with 911, tax assessor, Inspections Division and future mailing address.

RESPONSE: Understood and we will comply with the requirement.

b. Street addresses shall be marked on the structure and shall be as approved by the City E-911 Addressing Officer. If the building entry faces a different street, both the street name and number should be large enough to read from the street.

RESPONSE: Understood and we will comply with the requirement.

c. Address numbers must be a minimum of 4 inches high. The number should be in Arabic numerals rather than spelled out (for example, "130" instead of "One Hundred and Thirty").

RESPONSE: Understood and we will comply with the requirement.

d. Color: Addresses should be in a color that contrasts with the background. Whenever possible, should be illuminated.

RESPONSE: Understood and we will comply with the requirement.

e. Provide additional address signs at entrances to the property when the building address is not legible from the public street.

RESPONSE: Understood and we will comply with the requirement.

f. Buildings set back in groups that share common entrances can make quickly locating a specific building and the shortest route difficult. On such sites, additional signs with directional arrows and/or diagrams of the buildings and access layout should be posted.

RESPONSE: Understood and we will comply with the requirement.

2. The Construction Management plan shall be presented and approved by the Fire Dept.

RESPONSE: A Construction Management Plan has been prepared by Wright Ryan Construction. See Exhibit 14A.

3. Existing Hydrant locations are acceptable and will have sufficient volume for the proposed project. There is no need for letter to serve from PWD.

RESPONSE: No response needed.

4. Emergency Vehicle access is sufficient off of Thames Street with possible access utilizing the main entrance the Marriott Hotel.

RESPONSE: No response needed.

II. Site Design Standards

A. Site Plan Review Comments (Matthew Grooms)

1. The proposed building is shown as being 107' feet in length as measured parallel to Thames Street. For new developments located in the Urban Transitional subdistrict of the IS-FBC, maximum permissible building length is 100' feet, or 200' feet with 2 modules. Is the applicant proposing more than one ground-floor commercial space? If so, this should be indicated on the submitted plans.

RESPONSE: The applicant will be providing two ground-floor commercial spaces. Drawing A1.01 has been revised to show two commercial spaces.

2. The applicant has agreed to payment in lieu of providing street trees. Given that the applicant is required to provide 28 street trees, and is providing 3, a fee equating to \$400 per street tree will be required as a condition of approval, for a total contribution of \$10,000.

RESPONSE: The revised plan now calls for a total of four (4) proposed trees. The applicant agrees to pay a fee of \$9,600 in lieu of providing 24 trees.

3. In the submitted materials, the applicant has indicated that they will provide payment in lieu of the required workforce housing units. The fee is \$100,000 per owed unit. In this case, the amount owed is 10% of 28 units, \$280,000.00. This will be included as a condition for approval.

RESPONSE: The project would require two units of work force housing. The applicant agrees to pay the fee of \$200,000 in lieu of providing the two units of workforce housing.

4. The applicant shall provide evidence of the agreement with the Ocean Gateway Garage for required off-street parking.

RESPONSE: There is a lease for 300 parking spaces at the Ocean Gateway Garage for this project and the adjacent two lots. The lease and amendment were previously submitted. An assignment of the parking lease to EssexNorth Portland LLC is attached as Exhibit 7A.

5. Final submitted plans shall indicate snow storage locations, or plans for snow storage/snow removal.

RESPONSE: Wide walkways between/around the building and adjacent buildings allows for snow storage of walkway snow along their sides with a clear center for pedestrian passage. Snow will be removed from these areas when needed by a contracted snow hauler. Snow from the access drive, adjacent sidewalk, and drop-off areas will be removed by a contracted snow hauler on a storm by storm basis.

6. Roof mounted and or exterior mechanical equipment shall be screened from the public view by dense evergreen landscaping, fencing, masonry, building walls or a combination thereof.

RESPONSE: All rooftop equipment will be appropriately screened. See architectural elevations.

7. Site Lighting – Per CPTED and the Technical Manual requirements, lighting levels should be at least .4fc. For the final plans, please provide lighting in those areas of the site where there are exterior walkways such as the sides or rear of the building.

RESPONSE: The walkways along the sides and rear of the proposed building will ultimately be lit by building mounted lights. A lighting designer will be engaged in the near future to develop a comprehensive building lighting design. When the design is completed the pathways will be lit to the minimum requirement. The applicant requests that the exterior building lighting be made a Condition of Approval to be worked out with Staff.

Light bollards are proposed along the internal loop driveway to light the sidewalk and edge of the roadway as well as continue the pattern started at the AC Hotel. See attached Photometric Plan.

8. Given that this project is less than 50,000 square feet, please note that this development is considered a Level II Site Plan and not a Level III site plan.

RESPONSE: Understood. No further response needed.

B. Preliminary Subdivision Plan Comments – Section 14-496 (Matthew Grooms)

RESPONSE: As part of this submission a Subdivision Plan for the 20 Thames Street residential units (Lot #2) has been created. The subdivision of the remainder land (other than the AC

Hotel lot) that creates the subject 20 Thames lot, dated 2/24/17 has been approved and signed by the Planning Board.

1. *The applicant shall indicate the width of any right-of-way shown on the preliminary subdivision plan.*

RESPONSE: The plan indicates the width of all right-of-ways.

2. *The applicant shall provide the location, width and purpose of any easements that have or are to be recorded.*

RESPONSE: RESPONSE: The plan indicates the width of all easements. There are two easements: one with Gorham Savings Bank and an internal one between the three lots. The two easements have been approved by the City and will go on record with the overall land subdivision plan. Attached are copies of the easement documents, Exhibit 10A.

3. *The applicant shall provide the approximate or known location of all existing and proposed public and private infrastructure, including sanitary sewer, water, gas and electric. This shall include new points of connection for the proposed development.*

RESPONSE: The plan includes the locations of pertinent infrastructure and proposed points of connection for the project.

C. Design Review (Caitlin Cameron)

Historic Preservation board did approve a certificate of appropriateness for the design at 20 Thames with some conditions of approval that have since been met with HP staff. In order to meet zoning, there are the following outstanding items to be addressed by applicant:

1. *Bonus Height = mid-block permeability must also be publicly accessible to be eligible for bonus height (legal documentation of public access). Is the extra height at least 15' stepped back from the street-facing building edge?*

RESPONSE: The mid-block permeability is publicly accessible. The bonus height is stepped back at least 15 feet from the street facing building edge. The dimension is now shown on the A1.06 plan

2. *Building Length = to exceed 100' max building length, the project needs to meet the requirements for two retail bays (see 14-275.6 (b)2.b.)*

RESPONSE: The applicant is providing two retail bays. Drawing A1.01 has been revised to show this.

3. *Residential Entrance = to meet the purpose statement of the IS-FBC, I would question the placement of the residential entrance on the rear of the building without visibility from the public right-of-way.*

RESPONSE: The building is designed with the commercial façade facing Thames Street thus providing the most pedestrian activity on the street. We are considering these store entries off Thames to be the major entries into the building. The residential entry is located within the site on a pedestrian and vehicle way, which provides for valet parking and a quiet, safe entry exit for the residential aspects of the building.

D. Documents Reviewed by Woodard & Curran (Lauren Swett, P.E. and Ghazal Kayal)

1. *The Applicant has requested capacity to serve letters from the appropriate utilities and stated that responses will be forwarded upon receipt.*

RESPONSE: No response needed.

2. *The Applicant should indicate locations of snow storage. The prior AC Hotel plans indicated snow storage in areas that will be occupied by the proposed 20 Thames Street project.*

RESPONSE: Wide walkways between/around the building and adjacent buildings allows for snow storage of walkway snow along their sides with a clear center for pedestrian passage. Snow will be removed from these areas when needed by a contracted snow hauler. Snow from the access drive, adjacent sidewalk, and drop-off areas will be removed by a contracted snow hauler on a storm by storm basis.

3. *The Applicant should provide a detail for the proposed retaining wall.*

RESPONSE: The low walls are not a retaining wall but instead cast-in-place concrete that is part of the building wall/foundation. The walls were added in order to create a more defined and safe vehicular area. Please see architectural plans for details. The finished grade on either side of the wall is within a foot of each other.

4. *In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:*

- a) *Basic Standard: Plans, notes, and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500.*

RESPONSE: No response needed.

- b) *General Standard: The Applicant addressed the City's requirements for the General Standards during the AC Hotel Site Plan application. The Applicant has noted that the entire parcel is considered impervious and will not result in an increase in impervious area. As such, the project is not required to include any additional specific stormwater management features for stormwater quality control. Although not specifically required, the Applicant has proposed permeable pavers with a filter system to provide treatment on the site. We find the project to be compliant with the City's requirements for the General Standards.*

RESPONSE: No response needed.

- c) *Flooding Standard: The Applicant has addressed the City's requirements for the Flooding Standard during the AC Hotel Site Plan application. The project is not required to include any specific stormwater management features to control the rate or quantity of stormwater runoff from the site. The Applicant has proposed an R-Tank system below a portion of the permeable paver filter system to provide storage for stormwater runoff. We find the project to be in compliance with the City's requirements for the Flooding Standard.*

RESPONSE: No response needed.

E. Reviewed by T.Y. Lin International (Thomas Errico)

1. *I have reviewed the Trip Generation Evaluation conducted by Gorrill-Palmer and concur that a modified Traffic Movement Permit is not required (A Traffic Movement Permit was issued for Lot 1/AC Hotel). Given trip generation levels, a traffic study is not required. I would note that the City has established a fair-share contribution methodology for improvements to Franklin Street and direction on this requirement will be provided in the future.*

RESPONSE: No response needed.

2. *The applicant shall provide an updated parking analysis (Updating the analysis conducted for the AC Hotel).*

RESPONSE: As with the AC Hotel, all long term/permanent parking for the project will occur across Fore Street at the Ocean Gateway Garage. The current lease reserves more than enough parking to accommodate the two projects. An initial parking analysis for the current project showed 56 spaces for the condominiums (2/unit) + 12 for the retail spaces for a total of 68 required spaces are needed for the project. Short term / valet parking for four cars are provided on-site. A copy of the current parking lease and assignments is attached.

3. *The applicant shall submit a construction management plan that outlines general expectations on roadway, parking and sidewalk impacts, contractor parking, and truck movements.*

RESPONSE: A Construction Management Plan has been prepared by Wright Ryan Construction. See Exhibit 14A.

We look forward to working with you, the Staff, and the Planning Board in the review of this project. Please feel free to contact me to discuss any questions or concerns you may have regarding the attached application materials.

Sincerely,
CARROLL ASSOCIATES



Patrick J. Carroll
Principal

Enc.

Cc: Ara Aftandilian, Portland Norwich Group, LLC
David Lloyd, Archetype
Maureen McGlone, Ransom Consulting Engineers



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 III: 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).

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division

Fourth Floor, City Hall
389 Congress Street
p.m. (207) 874-8719

planning@portlandmaine.gov

Office Hours

Monday thru Friday
8:00 a.m. – 4:30

PROJECT NAME:

20 THAMES STREET RESIDENTIAL CONDOMINIUM

PROPOSED DEVELOPMENT ADDRESS:

20 THAMES STREET

PROJECT DESCRIPTION:

NEW RESIDENTIAL CONDOMINIUM BUILDING WITH GROUND FLOOR RETAIL

CHART/BLOCK/LOT: MAP 19, BLOCK B,
PORTION OF LOT 20

PRELIMINARY PLAN	<u>N/A</u> (date)
FINAL PLAN	<u>MARCH 9, 2017</u> (date)

CONCT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: ARA AFTANDILIAN Business Name, if applicable: ESSEXNORTH PORTLAND LLC Address: P.O. BOX 394 City/State : TOPSFIELD, MA Zip Code: 01983	Applicant Contact Information Work #: 978.887.3640 Home #: Cell #: Fax#: e-mail: AA.SUMMIT@PRODIGY.NET
Owner – (if different from Applicant) Name: PORTLAND NORWICH ACQUISITION, LLC Address: P.O. BOX 1383 City/State : SANIBEL, FL Zip Code: 33957	Owner Contact Information Work #: Home #: Cell #: Fax#: e-mail:
Agent/ Representative Name: PATRICK CARROLL, CARROLL ASSOCIATES Address: 217 COMMERICAL STREET, SUITE 200 City/State : PORTLAND, ME Zip Code: 04101	Agent/Representative Contact information Work #: 207.772.1552 Home #: Cell #: Fax#: e-mail: PCARROLL@CARROLL-ASSOC.COM
Billing Information Name: ESSEXNORTH PORTLAND LLC Address: P.O. BOX 394 City/State : TOPSFIELD, MA Zip Code: 01983	Billing Contact Information Work #: 978.887.3640 Home #: Cell #: Fax#: e-mail: AA.SUMMIT@PRODIGY.NET

Engineer Name: MAUREEN MCGLONE, RANSOM CONSULTING ENGINEERS Address: 400 COMMERICAL STREET, SUITE 404 City/State : PORTLAND, ME Zip Code: 04101	Engineer Contact Information Work #: 207.772.2891 Home #: Cell #: Fax#: e-mail: MAUREEN.MCGLONE@RANSOMENV.COM
Surveyor Name: JOHN SWAN, OWEN HASKELL, INC. Address: 390 US ROUTE ONE City/State : FALMOUTH, ME Zip Code: 02127	Surveyor Contact Information Home #: Work #: 207.774.0424 Cell #: Fax#: e-mail: JSWAN@OWENHASKELL.COM
Architect Name: DAVID LLOYD, ARCHETYPE ARCHITECTS Address: 48 UNION WHARF City/State : PORTLAND , ME Zip Code: 04101	Architect Contact Information Work #: 207.772.6022 Home #: Cell #: Fax#: e-mail: LLOYD@ARCHETYPEPA.COM
Attorney Name: LEE LOWRY, JENSEN BAIRD GARDNER HENRY Address: 10 FREE STREET, PO BOX 4510 City/State : PORTLAND, ME Zip Code: 04112-4510	Attorney Contact Information Work #: Home #: 207.775.7271 Cell #: Fax#: e-mail: LLOWRY@JBGH.COM
Designated person/person(s) for uploading to e-Plan: Name: MATTHEW PHILLIPS, CARROLL ASSOCIATES e-mail: MPHILLIPS@CARROLL-ASSOC.COM Name: ARA AFTANDILIAN, ESSEXNORTH PORTLAND LLC e-mail: AA.SUMMIT@PRODIGY.NET Name: e-mail:	

APPLICATION FEES:

Level III Development (check applicable reviews) ☒ Less than 50,000 sq. ft. (\$750.00) ☐ 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 300,00 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 (\$50.00 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 (\$1,500) ☐ Stormwater Quality (\$250) ☒ Subdivisions (\$500 + \$25/lot) \$500+\$700= \$1200 # of Lots <u>28</u> x \$25/lot = <u>\$700</u> ☐ Site Location (\$3,500, 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 (obtained 1.18.2017) TOTAL: \$1,950
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INSTRUCTIONS FOR ELECTRONIC SUBMISSION:

Please refer to the application checklist (attached) for a detailed list of submission requirements.

1. Fill out the application completely and e-mail the **application only** to planning@portlandmaine.gov (Please be sure to designate a person who will be responsible for uploading documents and drawings.) This step will generate the project ID number for your project.
2. An invoice for the application fee will be e-mail to you. Payments can be made on-line at [Pay Your Invoice](#) , by mail or in person at City Hall, 4th Floor. Please reference the Application Number when submitting your payment which is located in the upper left hand corner of the invoice.
3. The designated person responsible for uploading documents and drawings will receive an email from eplan@portlandmaine.gov with an invitation into the project. At this time, you will upload all corresponding documents and plans into the project. For first time users you will receive a temporary password which you must change on entry. Make note of your username and password for any future projects.

Reminder: Before the project can move forward, the application fee shall be paid in full and all required documents and drawings shall be uploaded into e-plan correctly.

4. Follow the link below (Applying Online Instructions) for step by step instructions on how to do the following:
Tab 1 - Setting up the appropriate compatibility settings for your PC and getting started in e-plan.
Tab 2 - Preparing your drawings, documents and photos for uploading using the correct naming conventions
Tab 3 - Preparing and uploading revised drawings and documents

[Applying Online Instructions](#)

5. When ready, upload your files and documents into the following folders:
"Application Submittal – Drawings"
"Application Submittal – Documents"

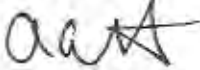
6. Once a preliminary check has been made of the submittal documents and drawings, staff will move them to permanent folders labeled Drawings and Documents. As the process evolves you will be able to log in and see markups, comments and upload revisions as requested into these folders.

APPLICANT SIGNATURE:

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.

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 III 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: 3/1/17
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PROJECT DATA

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

Total Area of Site	13,580 sq. ft.
Proposed Total Disturbed Area of the Site	13,580 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)	13,580 sq. ft.
Impervious Area (Total Proposed)	13,374 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	8,772 sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	48,434 sq. ft.
Zoning	
Existing	INDIA STREET FORM BASED CODE AND SHORELAND
Proposed, if applicable	SAME
Land Use	
Existing	VACANT
Proposed	RESIDENTIAL + RETAIL
Residential, If applicable	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	28
# of Lots (Total Proposed)	N/A
# of Affordable Housing Units (Total Proposed)	0
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	0
# of One-Bedroom Units (Total Proposed)	4
# of Two-Bedroom Units (Total Proposed)	23
# of Three-Bedroom Units (Total Proposed)	1
Parking Spaces	
# of Parking Spaces (Total Existing)	0
# of Parking Spaces (Total Proposed)	68 (4 ON-SITE + REMAINDER OF REQ'D WILL BE IN OCEAN GATEWAY GARAGE)
# of Handicapped Spaces (Total Proposed)	0 ON-SITE (ALL REQ'D WILL BE IN OCEAN GATEWAY GARAGE)
Bicycle Parking Spaces	0
# of Bicycle Spaces (Total Existing)	11 ON-SITE IN BIKE ROOM
# of Bicycle Spaces (Total Proposed)	
Estimated Cost of Project	10 MILLION

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
X		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
X		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
X		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	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
X		1	Manufacturer's verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	SITE PLAN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	Final Site Plans including the following:
X			Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);
X			Existing and proposed structures on parcels abutting site;
X			All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;
X			Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;
X			Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;
X			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
N/A			Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;
X			Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;
X			Location of all snow storage areas and/or a snow removal plan;
X			A traffic control plan as detailed in Section 1 of the Technical Manual;
N/A			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
N/A			Location and proposed alteration to any watercourse;
N/A			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
N/A			Proposed buffers and preservation measures for wetlands;
X			Existing soil conditions and location of test pits and test borings;
X			Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;
X			A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;
X			Grading plan;
X			Ground water protection measures;
X			Existing and proposed sewer mains and connections;

- Continued on next page -

X		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
X		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
X		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
X		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
N/A		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
X		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;
X		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
X		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
N/A		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.



**PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST**



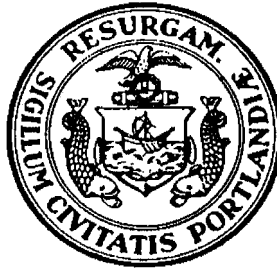
A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant ESSEXNORTH PORTLAND LLC
2. P.O. BOX 394, TOPSFIELD, MA 01983
3. Name address, telephone number of architect DAVID LLOYD, ARCHETYPE ARCHITECTS
48 UNION WHARF, PORTLAND, ME 04101 772.6022
4. Proposed uses of any structures [NFPA and IBC classification] RESIDENTIAL (CONDOMINIUMS) AND GROUND
5. FLOOR RETAIL
6. Square footage of all structures [total and per story] FOOTPRINT=8,772SF + GSF=48,434 SF
7. Elevation of all structures FFE = 17.0 + ROOF =94.0
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations FORE STREET @ OCEAN GATEWAY GARAGE, 144 FORE STREET, AND OCEAN GATEWAY TERMINAL
10. Water main[s] size and location 8" FIRE LINE + 10" WATER MAIN IN THAMES STREET
11. Access to all structures [min. 2 sides] THAMES STREET + INTERNAL DRIVEWAY FROM FORE STREET
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards. SEE ATTACHED EXHIBIT.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Bradley Roland, P.E.
Water Resources Division

Date: MARCH 2017

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 20 THAMES STREET

Chart Block Lot Number: PORTION OF 019-B-20

Proposed Use: RETAIL + RESIDENTIAL

Previous Use: VACANT

Existing Sanitary Flows: N/A GPD

Existing Process Flows: N/A GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

12" LINE IN THAMES STREET

Site Category	Commercial (see part 4 below)	☒	RETAIL
	Industrial (complete part 5 below)	☐	
	Governmental	☐	
	Residential	☒	CONDOS
	Other (specify)	☐	

Clearly, indicate the proposed connections, on the submitted plans.

2. Please, Submit Contact Information.

City Planner's Name: UNKNOWN Phone: 207.874.8723

Owner/Developer Name: ESSEXNORTH PORTLAND LLC

Owner/Developer Address: P.O. BOX 394, TOPSFIELD, MA 01983

Phone: _____ Fax: _____ E-mail: aa.summit@prodigy.net

Engineering Consultant Name: MAUREEN MCGLONE, RANSOM CONSULTING ENGINEERS

Engineering Consultant Address: 400 COMMERCIAL ST, SUITE 404, PORTLAND, ME 04101

Phone: 772.2891 Fax: _____ E-mail: MAUREEN.MCGLONE@RANSOMENV.COM

Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review.

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 5,160 GPD

Peaking Factor/ Peak Times: INCLUDED WITHIN THE ABOVE

Specify the source of design guidelines: (i.e. X "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify) _____

Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet.

Residential:	Units (2 bedroom or less):	28 units x 180 gpd/unit	5,040 gpd
Retail:	Employees:	10 emp. X 12 gpd/emp.	120 gpd
Total:			5,160 gpd

4. Please, Submit External Grease Interceptor Calculations. N/A

Total Drainage Fixture Unit (DFU) Values: _____

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations N/A

Estimated Industrial Process Wastewater Flows Generated: _____ GPD

Do you currently hold Federal or State discharge permits? _____

Yes _____ No _____

Is the process wastewater termed categorical under CFR 40? _____

Yes _____ No _____

OSHA Standard Industrial Code (SIC): _____

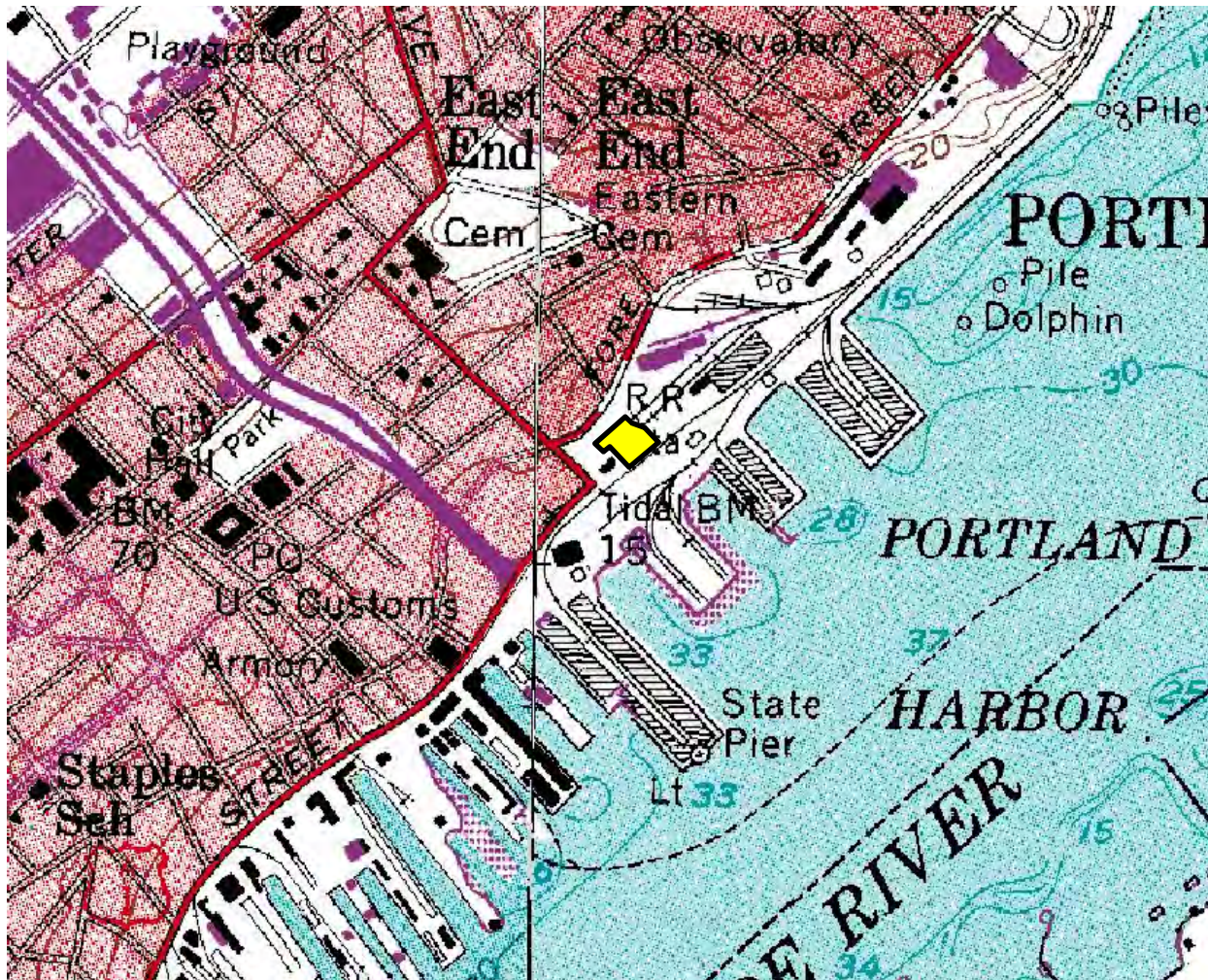
(<http://www.osha.gov/oshstats/sicser.html>)

Peaking Factor/Peak Process Times: _____

Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps.

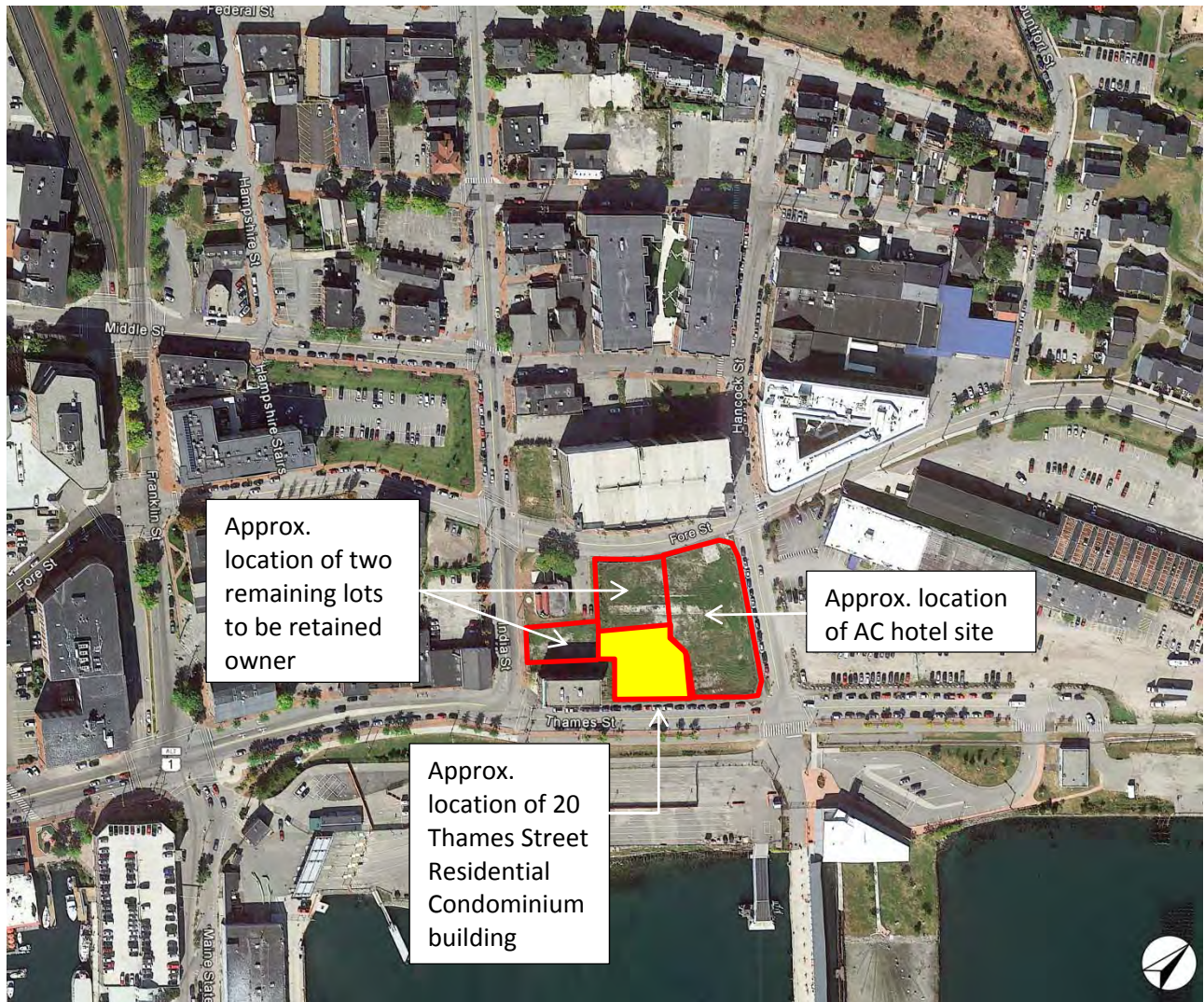
Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided, or attached, as a separate sheet.

5. Location Map – USGS



USGS map of approximate subject property (outlined in black and filled with yellow).

Location Map – Aerial photograph



Aerial photograph of approximate vacant subject property (in yellow).

6. Description of Project

Site:

The proposed project consists of the development of a six (6) story building that fronts Thames Street between the Gorham Savings Bank building (Grand Trunk Railroad office building) and the AC Hotel (under construction).

Proposed site improvements include a new brick sidewalk along Thames Street, brick pedestrian walkways (on three sides of the building), landscape beds, street trees, site lighting, and benches.

The project can be accessed from Fore or Thames Streets. From Fore Street, a 20' shared driveway (being built as part of the AC Hotel project) terminates at a one-way cul-de-sac. The outermost portion of the cul-de-sac provides short term valet/drop-off/pick-up zone, the middle portion is a one-way travel lane, and the inner most zone is a raised island and cobblestone buffer. This area has been designed for passenger and small delivery type vehicles. The driveway will provide access to the buildings parking area, residential entry/exit and lobby. The cul-de-sac area will be lit with light bollards to match the AC Hotel. From Thames Street, a new sidewalk or pedestrian walkway will provide access to the retail space(s) and residential access points.

It is proposed that both long-term retail and permanent residential parking will occur across Fore Street at the Ocean Gateway Parking Garage. The applicant has secured sufficient parking spaces subject to long term leases. There is ample parking for the project available in the garage.

Landscaping:

Thames Street will be planted with upright street trees located in granite sidewalk planters. The south side of the building will be punctuated with landscape beds that soften the abundance of hard edges and angles. A combination of plants have been selected to provide flowering from spring through late summer, provide great fall color, and provide winter interest from evergreen foliage and strong forms. The north side of the building will be a linear plaza with new benches that work in conjunction with the bike racks and trees that are part of the AC Hotel project.

Utilities:

The majority of the utility connections for the mixed use building will be made in Thames Street. With the residential use on the upper floors and retail use on the first level, it is estimated that water consumption could be on the order of 5,200 gallons per day. Water service connection will be made to the existing 8-inch fire line off of the 10-inch water main in Thames Street and separated at the property line for domestic and fire use. Water will enter the building at the mechanical room on the first floor. Sanitary discharge from the building will be into the 12-inch sanitary line in Thames Street. Natural gas is available in Thames Street as well and will enter the building on the side opposite electric and water to meet separation requirements.

Three phase electric power is not available in Thames Street but is available in India Street. This project proposes to make a primary connection to the electric available in India Street, run it below grade along the property line with the Portland Water District terminating at a pad-mounted transformer on the interior of the property. The secondary electric, will enter the building at the electrical room on the first floor. It is anticipated that the transformer will be sized for additional residential uses within the other planned buildings.

Stormwater:

The existing site has been vacant for some time, but exists as a gravel site with several concrete pads at or close to the surface. The site was most recently used as a staging area for construction projects in the area completed within the last ten years. The site is relatively flat with general grade sloping from south to north. Surface stormwater currently sheds off of the property and enters into the separated storm drain system within Hancock and Thames Street. This system discharges to the ocean adjacent to the Ocean Gateway terminal building. While Chapter 500 redevelopment standards would indicate that new development of the site would not specifically require treatment of stormwater, the developer has chosen to provide permeable pavers with a filter system within the driveway and drop-off area. Storage of the stormwater would be provided below the filter system (R-Tank system is currently proposed). The treatment and storage systems are being shared with the adjacent development. The stormwater management was considered for the entirety of the block and was included and approved with the application for the AC Hotel.

Architecture:

This mixed use building for residential and retail was designed with the Form Based code and Building Design Standards criteria in mind. The sidewalk along Thames Street abuts the building façade; which is an open and inviting store front with clear glazing windows. The space may be a single tenant or two with access directly from the sidewalk into the commercial space. The building is surrounded on all sides by walkways that lead to the residential entry lobby, other buildings within the block, and to India and Fore Streets, thus yielding a vibrant pedestrian active building relating to its site and urban surroundings.

The building fronts along Thames Street with the AC Hotel being constructed to its east and the historical Grand Trunk building to its west. Both neighboring buildings were considered in the façade design. The base of the building is a classical precast base which steps up as it moves to the east. This same stepping of the base is being used on the hotel. Inside of this precast is a natural anodized aluminum storefront with clear glass - no tinting. The brick veneer above the precast is an elongated 12 inch brick in brown. This will complement the Grand trunk and still be distinctive in its architecture with a slight departure from a standard old Port blend brick. The mortar joints will be tinted to match the brick color. The 6th floor is setback 15 feet in due difference to the grand Trunk and meeting the requirements of the IS-FBC. This upper floor will be clad with a metal panel system which is also incorporated on the south west and courtyard elevations. These elevations are broken down in massing with the incorporation of a light tan color brick and the use of the metal panel. The inner courtyard side will be the pedestrian entry for the residential units and also a covered valet parking area. The building design has been presented at a workshop and public hearing with the Historic Preservation board and received its approval with conditions that are presently being incorporated into the final design.

The building is designed to meet the full intent of the Urban Transitional sub-district. It is a 6 story building with the 6th floor being added as a bonus floor allowed due to the mid-block permeability that we have provided in the siting. The bonus floor is set back 15 feet from the Thames Street side. The overall building height is 77 feet which includes the 65 feet for the first 5 floors and the 12 feet allowed for the bonus floor.

PURCHASE AND SALE AGREEMENT

1. PARTIES. This agreement (the "Agreement") is made effective as of March 15, 2017 (the "Effective Date") by and between **PORTLAND NORWICH ACQUISITION LLC ("PNA")** IS A DELAWARE LIMITED LIABILITY COMPANY (hereinafter collectively called "Seller") and **ESSEXNORTH PORTLAND LLC**, A MAINE LIMITED LIABILITY COMPANY (hereinafter called "Buyer"). In consideration of one dollar and other valuable consideration, Seller agrees to sell, and Buyer agrees to buy, the "Premises", as defined in section 2, upon the terms and conditions set forth in this Agreement.

2. PREMISES. The property and rights to which this Agreement applies are identified as a certain parcel of presently un-improved land owned by PNA located at Fore, India and Thames Street, Portland, Maine, consisting of 32,102 square feet, all as more particularly described in Schedule A attached hereto (the "Land").

In connection with the sale of the land identified above, Portland Norwich Group LLC shall assign all of its right, title and interest in that certain leasehold estate (the "Leasehold") created under a Parking Lease between 167 Fore Street LLC, as "Owner", and PNG, as "Tenant", dated November 20, 2015, as amended by a First Amendment dated October 31, 2016, regarding rights to lease parking spaces in the Ocean Gateway Garage at 167 Fore Street, Portland, Maine, a complete copy of which is attached hereto as Schedule B (the "Parking Lease") subject to and upon the conditions contained in that form of Assignment of Lease (hereafter defined) Portland Norwich Group LLC is signing this Agreement for the purposes only of agreeing to the Assignment of Lease.

There are no buildings or improvements being sold as part of this agreement.

3. DEED and LEASE ASSIGNMENT; TITLE. The Premises are to be conveyed and transferred (i) as to the Land, by a good and sufficient quitclaim with covenant deed from PNA to Buyer or its nominee (the "Deed"), and (ii) as to the Leasehold, by an assignment and assumption agreement executed by PNG, Buyer and Owner by which the Leasehold, and the rights and obligations of PNG under the Parking Lease, are fully transferred to and assumed by Buyer as of the date of Closing and PNG is fully released from all liability under the Parking Lease from and after the date of the assignment thereof (the "Lease Assignment"). The Lease Assignment shall contain such release of PNG and otherwise be substantially in the same form and substance as the attached Schedule B-1, and Buyer shall obtain written confirmation from Landlord within 30 days from the date of this Agreement that the Lease Assignment is acceptable to Landlord. In the event that the Landlord does not consent to the Assignment in the form annexed as Exhibit B-1, then the Lease Assignment shall not be a condition of the sale of the Land but the Seller and the Buyer shall cooperate with each other until the date of the Closing to secure the consent of the Owner under the Assignment. The consent of the Owner under the Assignment shall include the consent of the Owner's lender, to whom the Parking Lease has been collaterally assigned by the Owner.

The Deed shall convey and good and clear record and marketable title to the Land, free from encumbrances, except for and subject to those matters currently of record. The Lease Assignment shall transfer all right and title to PNG's rights as tenant to the Leasehold under the Parking Lease and release PNG from all liability thereunder from and after the date of the assignment. Both the Deed and the Leasehold shall be conveyed and transferred subject to:

- a. Such taxes, if any, for the then current municipal tax year as are not due and payable on the date of the delivery of such Deed or Lease Assignment; and,
- b. Any matters of record affecting title to the Premises as of January 13, 2017, including without limitation all matters set forth on Schedule A.

4. PURCHASE PRICE. The agreed Purchase Price for the Land is [REDACTED] payable as follows:

- a. [REDACTED] payable as a deposit within 3 business days from the date of execution of this Agreement (the "Earnest Money Deposit"); and
- b. The balance of the purchase price is to be paid, at the time of delivery of the Deed and Lease Assignment, in the form of cash, certified funds or by wire transfer of readily available Federal funds.

There is no consideration for the Assignment of the Parking Lease.

5. TIME FOR PERFORMANCE; DELIVERY OF DEED. The Deed and Lease Assignment are to be delivered and the consideration paid no later than ~~on the date that is 90 days following the Effective Date~~, or any earlier date selected by Buyer by giving written notice providing for such earlier date not less than 10 business days in advance of such earlier date, at the offices of Jensen Baird Gardner & Henry, 10 Free Street, Portland, Maine, and at such time of day as mutually agreed by Buyer and Seller (hereinafter the "Closing"). It is agreed that time is of the essence of this Agreement.

AA
May 15, 2017

6. CONTINGENCIES. The obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met after good faith efforts within the time period specified, shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intention to do so within the time period specified. Upon such termination Seller shall direct Escrow Agent to return to Buyer all sums paid under this Agreement, and the parties shall be relieved of all further obligations under this Agreement.

- a. *Financing.* None.
- b. *Landlord Estoppel.* The Buyer and Seller shall have received Landlord's consent to and acknowledgment of the Lease Assignment, including Landlord's agreement in the Lease Assignment to recognize and accept Buyer as the Tenant thereunder pursuant to section 1.d and 18 of the Parking Lease, and which document shall include a release by Landlord

of Seller from any obligations or liabilities as of Closing. This contingency shall be satisfied within the time period heretofore set forth.

7. CLOSING DOCUMENTS. At the Closing, Seller and Buyer shall execute, acknowledge and deliver the following documents and such other documents as Seller's and/or Buyer's attorney may require:

- a. *Purchase Price.* Buyer shall deliver to Seller the Purchase Price, as adjusted pursuant to the terms hereof and in the form as called for herein.
- b. *Deed; Lease Assignment.* Seller shall execute, acknowledge and deliver to Buyer the Deed for the Premises as provided herein. The Lease Assignment shall be executed and delivered by Seller, Buyer and Landlord to the extent applicable.
- c. *Title Affidavits.* Seller shall execute and deliver to Buyer such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfilled mechanic's, materialmen's or similar liens and for parties in possession.
- d. *Nonforeign Person Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code.
- e. *Notification to Buyer of Withholding Tax Requirement.* Buyer shall deliver to Seller two executed original counterpart certificates in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the State of Maine's withholding tax requirements.
- f. *Maine Resident Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary, to inform Buyer of his obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A.
- g. *Underground Oil Storage Tank Certification.* Seller shall deliver to Buyer a written notice, in form and substance reasonably satisfactory to Buyer, which notice shall certify only to the best of Seller's knowledge, either (i) that there is no underground oil storage facility located on the Premises, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.
- h. *Real Estate Transfer Tax Declaration.* Seller and Buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed.

- i. *Evidence of Seller's Existence and Authority.* Seller shall provide evidence of its existence and good standing under the laws of its place of organization and within the State of Maine, of the due authorization of the transactions provided for herein, and of the authority of the person or parties executing and delivering documents on behalf of Seller.

8. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises, free of all tenants and occupants except as herein provided, is to be delivered at the Closing, and the Premises are to be (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of Closing the Premises do not conform with the provisions hereof, as the case may be, in which event Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of any extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at Buyer's option any payments made under this Agreement shall be forthwith refunded, together with any interest, and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse with respect to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case Seller shall convey such title or deliver the Premises in such condition, except that in the event of such conveyance in accord with the provisions of this clause the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Premises to their former condition, pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration.

12. ACCEPTANCE OF DEED AND LEASE ASSIGNMENT. The acceptance of the Deed and Lease Assignment by Buyer, or Buyer's nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof or set forth in any other closing document, to be performed after the delivery of such instruments or documents.

13. RISK OF LOSS. Until delivery of the deed from Seller to Buyer, risk of loss or damage to Land by fire or otherwise shall be on Seller; provided, however, that Seller shall have no liability or risk for any loss or damages to the Parking Lease premises.

14. ADJUSTMENTS. Real estate taxes for the then current municipal tax year shall be apportioned as of Closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the deed. If the amount of said taxes referred to in Paragraph 16 above is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained

15. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be.

16. DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer, together with all interest earned thereon, shall be retained by Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity for any default by Buyer under this Agreement. Should Seller default, all deposits made hereunder by Buyer shall be returned to Buyer and Buyer shall have all available remedies, including specific performance, and shall be entitled to his costs of enforcing this agreement, including reasonable attorneys' fees.

17. WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION.

a. *By Seller.* Seller represents and warrants as of this date and as of each date through and including the Closing that:

(1) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(2) Seller is not a Maine "resident" within the meaning of 36 M.R.S.A. §5250-A.

(3) This Agreement and the performance hereof by Seller will not contravene any law, judgment, order, injunction, decree or any contractual restriction or arrangement binding on Seller or by which any of his assets or properties may be affected.

(4) [REDACTED] is duly authorized to execute this agreement on behalf of Seller, to perform all of Seller's obligations hereunder and to execute and deliver all documents, affidavits, certifications, deeds, transfer tax forms, lease assignments, settlement statements or other closing documents provided for herein or which may, in his determination, be reasonable or advisable to complete this Agreement by Seller.

b. *By Buyer.* Buyer represents and warrants as of this date and as of each date through and including the Closing Date that: Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has Buyer relied upon, any warranties or representations not set forth or incorporated in this Agreement or previously made. Buyer acknowledges that it is purchasing the property AS IS and that it has had the opportunity to inspect the physical condition of the Property including conducting tests, studies, appraisals, and examinations of the Property as of the Effective Date. Buyer hereby releases Seller, its employees, partners, and members from any claim, cost, loss, liability, damage or cause of action arising from or related to any conditions affecting the Property. This shall be a covenant running with the land and will be binding upon Buyer and its successors and assigns of all or any portion of the Property.

Buyer waives any rights or claims it may have against Seller in connection with the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Property or emanating therefrom; provided that if at any time after the Closing, any third party or any governmental agency seeks to hold Buyer responsible for any loss, cost or damage arising from any Hazardous Materials (defined below) in, on, above or beneath the Property or for the violation of any Hazardous Materials Laws (as hereinafter defined), Buyer agrees that it shall not (i) implead Seller, (ii) bring a contribution action or similar action against Seller, or (iii) attempt in any way to hold Seller responsible with respect to any such matter. As used herein, "**Hazardous Materials**" shall mean and include, but shall not be limited to any petroleum product, all hazardous or toxic substances, wastes or substances and any substances or organisms (including any mold or fungi) which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to the health, safety or welfare of the general public or of any occupants of the Improvements or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by any applicable law or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**"), 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("**TSCA**"), 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. §9601, et seq.; the Clean Water Act ("**CWA**"), 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Clean Air Act ("**CAA**"), 42 U.S.C. §7401 et seq., the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., similar state laws and regulations adopted thereunder (collectively, "**Hazardous Materials Laws**"). The provisions of this Section shall survive Closing or any termination of this Agreement.

Further, Buyer is aware of and has reviewed the State of Maine, Department of Environmental Protection, Voluntary Response Action Program ("**VRAP**") application and materials prepared with respect to the Property on behalf of Seller during 2015 and 2016 (and including prior file materials and reports as reflected in such VRAP application), including, without limitation, the Maine DEP "**NAA**" letter dated August 16, 2016, attached hereto as **Schedule C**. Following execution of this Agreement, Buyer will promptly prepare and file an

application in Buyer's name with the Maine DEP to obtain an NAA letter ("Buyer's NAA"), and to make a record with the DEP confirming Seller has not undertaken any development of Lot 2 (except with respect to portions affected by the Easement Agreement recited on Schedule A, item 2 of this Agreement) and that responsibility for future development activities are the responsibility of Buyer, its successors or assigns. Buyer covenants and agrees with Seller that Buyer will not undertake any development or alteration of the Premises until (i) receipt by Buyer of Buyer's NAA and (ii) providing a copy of the same to Seller. This covenant will survive the closing.

c. Buyer warrants and represents to Seller that Buyer is an entity which is controlled by Ara Aftandilian and/or in which Ara Aftandilian is an owner.

d. *Survival.* Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein both as of the Effective Date and as of the Closing.

Seller's performance under this Agreement is conditioned upon the truth and accuracy of Buyer's warranties and representations expressed herein both as of the Effective Date and as of the Closing.

18. MISCELLANEOUS.

- a. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.
- b. Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed as follows:

TO SELLER:

Portland Norwich Group LLC
and
Portland Norwich Acquisition LLC
Attention: [REDACTED]
2330 Palm Ridge Road # 305
Sanibel, FL 33957
Email: [REDACTED]

With a Copy to

[REDACTED] Esquire
Holland and Knight LLP
10 St. James Avenue
Boston, MA 02116
Email: [REDACTED]

TO BUYER:

ESSEXNORTH PORTLAND LLC
Attention: Ara S. Aftandilian
PO Box 394

Topsfield, MA 01983

Email: [REDACTED]

With a Copy to

Leslie E. Lowry, Esquire
Jensen Baird Gardner & Henry
10 Free Street
Portland, Maine 04101
E-mail: [REDACTED]

- c. Any such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.
- d. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.
- e. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.
- f. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.
- g. The parties have reviewed, or have had the opportunity to review, this agreement with their counsel and agree that the normal rules of construction, which dictate that any ambiguities in this agreement are to be resolved against the drafting party, shall not be employed in the interpretation and enforcement of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.


Witness

PORTLAND NORWICH ACQUISITION
LLC

By: 

[REDACTED]
Its duly authorized representative

R. Leibel
Witness

PORTLAND NORWICH GROUP LLC

By: [Signature]
[Redacted]
Its duly authorized representative

A. Aftandilian
Witness

ESSEXNORTH PORTLAND LLC

By: A. Aftandilian
Ara S. Aftandilian,
Its duly authorized representative

PARKING LEASE

THIS PARKING LEASE (the "Parking Lease") is entered into as of the 20th day of November, 2015 (the "Effective Date"), by and between 167 Fore Street LLC, a Maine limited liability company ("Owner") and Portland Norwich Group LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Owner owns a parcel of land of approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland, State of Maine, as further described in Exhibit A attached hereto and made a part hereof (the "Garage Parcel") on which is located the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces (the "Garage"); and

WHEREAS, Owner and Tenant desire to enter into this Parking Lease for the purpose of setting forth the specific terms and conditions of that certain arrangement for parking associated with the development and use by Tenant of a parcel of land, approximately 1.34 acres in area, located across from the City of Portland's Ocean Gateway Marine Terminal in Portland, Maine, on and between Fore Street, Hancock Street, and Commercial Street Extension, as more particularly described in Exhibit B attached hereto and made a part hereof (the "Development Parcel"); and

WHEREAS, Tenant may develop and construct hotel, office, retail, residential, and/or other lawful facilities on the Development Parcel and shall use the Parking Spaces, as defined below, for owners, tenants, renters, licensees, invitees, employees, and transient users of, the Development Parcel or any portion thereof (collectively, and as so defined, "Qualified Parkers").

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Use of Parking Spaces.

(a) Commencing as of the Rent Commencement Date, as defined in Section 3 of this Parking Lease, Owner hereby leases to Tenant the right to use up to 400 parking spaces in the Garage subject to and limited by the following terms and conditions: (i) The parking spaces must be drawn down by Tenant in accordance with Tenant's Draw Down Notice, as defined in Section 1(e) of this Parking Lease, and (ii) The maximum number of parking spaces subject to being drawn down by Tenant's Draw Down Notice shall be the lesser of (x) 400 parking spaces, and (y) the minimum number plus one of parking spaces required by the City of Portland for the development of the Development Parcel in accordance with permitted zoning and land use ordinances and regulations for such Development Parcel (as so drawn down by Tenant's Draw Down Notice, the "Parking Spaces"). All such parking in the Garage shall be in accordance with and subject to the terms and conditions below and such reasonable rules and regulations

established from time to time by Owner governing the leasing and use of parking spaces by parkers generally in the Garage. Tenant understands and agrees that, in accordance with customary garage operations and management practices, specific parking spaces are not reserved or dedicated for Tenant or the Qualified Parkers, and the availability of any specific parking space is not guaranteed. The Parking Spaces are intended for use for automobile, motorcycle, van and SUV parking by the Qualified Parkers only, not for the parking of any large commercial trucks or other commercial vehicles or recreational vehicles, nor are the Parking Spaces to be used for vehicle storage.

(b) Owner shall make available to Tenant one (1) parking access card for each space designated in Tenant's Draw Down Notice, or, in lieu of parking access cards, such parking codes or other "keys" or means of convenient 24-hour access as shall be available from time to time, which shall in turn be made available to Tenant's Qualified Parkers using the Parking Spaces.

(c) It is understood and agreed that these spaces shall be for Tenant's Qualified Parkers only. The Parking Spaces may not be sublet or their use assigned, transferred or loaned to any person or entity who is not a Qualified Parker.

(d) The Parking Spaces shall be solely for the benefit of the Development Parcel and any portions thereof, and no other properties. This Parking Lease shall be not be assignable, in whole or in part, except in connection with the sale of the Development Parcel or in connection with the sale of any portion thereof. The Parking Spaces do not constitute estates in the land of Owner, but Owner shall take commercially reasonable steps necessary to ensure that Tenant's leasing rights are respected by any successor owner or mortgagee of the Garage.

(e) For Tenant to draw down Parking Spaces as contemplated in Section 1(a)(i) of this Parking Lease, Tenant shall give Owner not less than one (1) year's prior written notice of its intention to draw down a specific number of Parking Spaces, such number of Parking Spaces drawn down to be subject to the maximum number of Parking Spaces specified in this Parking Lease. Tenant's written draw down notice to Owner for the Parking Spaces ("Tenant's Draw Down Notice") shall specify a date when Tenant shall take possession of the Parking Spaces specified in Tenant's Draw Down Notice, which date shall be no later than ten (10) years following the Effective Date; accordingly, Tenant's right to draw down the allowable number of Parking Spaces must be exercised with respect to this Parking Lease within eight (8) years of the Effective Date.

(f) Notwithstanding anything to the contrary set forth herein, Tenant shall have the right to discontinue the use of some or all of the drawn down Parking Spaces (the "Discontinued Spaces") upon written notice to Owner to be given not less than one hundred eighty (180) days prior to such discontinuance, in which case Tenant shall no longer be required to pay rent as to said Discontinued Spaces. Tenant shall have no right to draw down any of the Parking Spaces as to which it has exercised its discontinuance right under this Section 1(f) and the Discontinued Spaces shall be no longer be available to Tenant under this Parking Lease. Notwithstanding the foregoing, however, in the event that Tenant is not in need of all currently drawn down Parking Spaces but does not wish to permanently discontinue the use thereof, Tenant shall have the right to permit the use of such Parking Spaces by third parties so long as (i) Tenant provides prior notice thereof to

Owner and Owner does not advise Tenant, within thirty (30) days following such notice, that Owner intends to use said Parking Spaces during the period of Tenant's non-use thereof, (ii) Tenant provides Owner with the names, license plate numbers and contact information for such temporary users, and (iii) any payments to Tenant by said third party users do not exceed the rent for such Parking Spaces paid by Tenant to Owner. In the event that Owner elects to use said Parking Spaces during Tenant's period of non-use thereof (x) Tenant's obligation to pay rent for said Parking Spaces hereunder shall be suspended while said Parking Spaces are used by Owner, and (y) Tenant may commence reuse of said Parking Spaces upon not less than thirty (30) days' notice to Owner.

(g) Tenant shall have the right, upon not less than one (1) year's written notice to Owner, to terminate this Parking Lease, in which case all related rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease.

2. Deposits. There shall be no deposit required under this Parking Lease, but Tenant shall pay to Owner customary fees and charges imposed by Owner for lost cards or replacement cards and/or reimbursement for out-of-pocket expenses arising therefrom.

3. Term. The initial term of this Parking Lease (the "Initial Term") shall be thirty (30) years from the Effective Date, with rent payments under Section 5 below commencing at the end of the applicable notice period specified in the initial Tenant Draw Down Notice (the "Rent Commencement Date"). Provided that Tenant is not in default hereunder at the time of extension, the Initial Term may be extended, upon nine (9) months written notice prior to the expiration of the Initial Term, for an additional thirty (30) year term (the "First Option Term"). Provided that Tenant is not in default hereunder at the time of extension, the First Option Term may be extended, upon nine (9) months written notice prior to the expiration of the First Option Term, for an additional thirty (30) year term (the "Second Option Term"). The Initial Term and any extension(s) thereof as provided in this Parking Lease is referred to herein as the "Term."

4. Monthly Rent.

(a) The monthly rent for each Parking Space shall be no more than the Average Monthly Parking Rate (as adjusted annually during the Term and during the Option Term or Terms by Owner) for month-to-month parking spaces located in the following parking lots located in Portland, Maine: (i) Ocean Gateway Parking Garage; (ii) Custom House Parking Garage; and (iii) Casco Bay Ferry Terminal Garage, provided that if at any time during the Term the monthly rate for each Parking Space is increased by more than twenty percent (20%) during any twelve (12) month period, Tenant may terminate this Lease upon one hundred eighty (180) days written notice to Owner.

(b) In the event that the Average Monthly Parking Rate is not ascertainable, the rent shall be based upon the fair market value of covered parking spaces in the Portland, Maine "Old Port" area (i.e., the area bounded by Congress Street, Franklin Street, the water and Temple/Union Street).

(c) The Average Monthly Parking Rate shall be set at the Rent Commencement Date and may be increased on June 1st of each year of the Term, provided, however, that Owner shall deliver to Tenant not less than thirty (30) days prior written notice of any increase in such rate.

5. Payment. Beginning on the Rent Commencement Date, Tenant shall pay Owner the amount due for the Parking Spaces by one check or wire transfer to be received by Owner in advance on or before the first day of each month at Owner's address hereinafter set forth or to such other address as may be designated by Owner in writing to Tenant from time to time. If the Rent Commencement Date does not fall on the first day of the month, then pro-rated rent for the first partial month shall be due on the Rent Commencement Date.

6. Late Payment. If the monthly payment for the Parking Spaces is not received by Owner by the first day of each calendar month or on the next business day if the first day of the month falls on a weekday or legal holiday, Tenant shall pay Owner (a) all unpaid amounts due with respect to the Parking Spaces, and (b) a late payment charge in the amount of five percent (5%) of the monthly payment for the Parking Spaces. Notwithstanding the foregoing, Tenant shall not be required to make any late payment charge for the first past due payment event in any twelve (12) month period if such past due payment is otherwise paid within fifteen (15) days of written notice from Owner of such non-payment. If there is more than one such late payment event in a twelve (12) month period, Tenant shall pay Owner the late payment charges set forth in this Section 6 for such additional events. In the event that the payment of any amounts due from Tenant is not received by Owner within thirty (30) days of delivery of written notice from Owner to Tenant of such non-payment, then Owner shall have each and every remedy provided by law including the right to immediately terminate this Parking Lease and evict Tenant in a forcible entry and detainer ("FED") action for non-payment of rent, provided that if there is any dispute regarding the amount of rent due or whether rent has been paid on time, then any FED action shall only be started after arbitration as provided in Section 15 below. Unless the matter is submitted to arbitration, Owner shall also be entitled to a reimbursement of its reasonable attorneys' fees incurred in such FED action. By way of clarification, if there is a dispute over the amount of rent due or whether rent was timely paid, it shall be handled under Section 15 below.

7. Registration of Vehicles. All vehicles utilizing Parking Spaces shall be registered with Owner on forms provided to Tenant by Owner. No fees or charges shall be assessed for the registration of vehicles. Tenant agrees to exercise reasonable efforts to keep a current log of names of users and license numbers for employees using Parking Spaces and, if requested by Owner, provide updated copies of the log to Owner for inspection.

8. Intentionally Omitted.

9. Insufficient Parking Spaces. Owner agrees to use commercially reasonable good faith efforts to ensure that there are sufficient parking spaces available in the Garage to satisfy the rights of Tenant hereunder. In the event there exists insufficient parking spaces in the Garage to meet the requirements of this Parking Lease at any time Tenant exercises its rights to use parking spaces hereunder, Owner shall be obligated to terminate a sufficient number of monthly tenant-at-will parkers in the Garage within thirty (30) days thereafter as shall, in Owner's reasonable judgment, ensure the regular availability of sufficient parking spaces to meet such requirements of

Tenant hereunder. If Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage during allowable Parking Times, Tenant shall notify the Owner of the Garage, or Owner's garage manager as designated from time to time by Owner, within two (2) hours thereof (if between 9:00 AM and 5:00 PM) or if after 5:00 PM then by 10:00 AM on the day after Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage, following which Tenant shall be entitled to a credit against the next month's parking fee in an amount equal to the hourly parking rate at the Garage times eight (8) for each day that an employee of Tenant is unable to find a parking space, unless Owner can reasonably establish and document that a parking space was available in the Garage. The credits against parking fees set forth in this section do not relieve Owner of its obligation to use commercially reasonable good faith efforts to ensure that sufficient spaces are available, as provided herein. In the event Owner is not able to satisfy its obligations under this Section 9 by terminating a sufficient number of monthly tenant-at-will parking patrons within the aforesaid thirty (30) days, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of insufficient parking spaces within thirty (30) days.

10. Maintenance and Repair of Garage. Subject to the provisions of Section 13 below, Owner shall maintain the Garage in good condition and repair and suitable for the safe parking of vehicles. Owner shall not be deemed in default in any of its obligations under this Parking Lease during any period in which all or any significant portion of the Garage is closed to all parkers for required maintenance and repairs, provided that except in cases of emergency Owner provides Tenant with seven (7) days written notice of such closing of all or any significant portion of the Garage (i.e., more than 75 spaces at any one time), or for any other reasons beyond the control of Owner. Owner shall use commercially reasonable efforts to undertake such maintenance and repair during such times as shall, in the reasonable judgment of Owner, minimally interfere with parking in the Garage. If such maintenance shall cause the Parking Spaces or some significant portion thereof to be unavailable for three (3) or more consecutive days, Tenant shall be entitled to a pro rata credit against the monthly parking fee to the extent of any adverse impact of the availability of the parking spaces demised under this Lease. In the event Owner is not able to satisfy its obligations under this Section 10 within the aforesaid time frame, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of available parking spaces within thirty (30) days.

11. Insurance. Each party shall maintain or cause to be maintained commercial general liability insurance, the form of which and amount of coverage to be reasonably acceptable to the other party but at any rate not less than \$2,000,000 combined single limit. Each party further agrees to maintain such insurance with acceptable coverage limits during the term of this Parking Lease following the Rent Commencement Date. Each party shall be listed as an additional insured on the other's liability policy to the extent possible so long as doing so does not result in an increase in the premium under said policies.

12. Damage to Vehicles or Personal Property. Owner shall not be responsible for any damage or loss to vehicles or personal property belonging to any person using any of the Parking Spaces, except for such damage or loss resulting from the gross negligence or willful misconduct of Owner, its employees, agents or independent contractors.

13. Cessation of Garage Business. Owner shall not be deemed in default in any of its obligations under this Parking Lease in the event Owner temporarily ceases to operate the Garage, or any portion thereof, due to events beyond the control of Owner, which events may include without limitation, acts of government, embargoes, fire, flood, explosions, hurricanes, tornadoes, acts of God, terrorism or public enemy, strikes, labor disputes, vandalism, commotion, riots, or any similar events which, in the reasonable judgment of Owner, make use of the Garage impossible or impractical. If there is a Casualty Event (as defined below) Owner shall have the right to elect whether or not to rebuild or restore the Garage within 120 days of the Casualty Event. If Owner elects to rebuild or restore the Garage, then this Parking Lease shall remain in effect except that Tenant's obligation to pay rent shall abate pro-rata so long as some or all of the Parking Spaces are not available. If Owner elects not to rebuild or restore the Garage, then this Parking Lease shall terminate upon notice thereof from Owner to Tenant. If Owner elects to rebuild or restore the Garage, or if there is damage to the Garage that does not rise to the level of a Casualty Event, Owner agrees to use diligent good faith efforts to complete the reconstruction or restoration within a reasonable period of time. Notwithstanding the foregoing, Owner agrees that if there is a Casualty Event, Owner shall rebuilding or restore the Garage if the insurance proceeds are not otherwise claimed by Owner's lender under any mortgage on the Garage or if such proceeds are otherwise not available to Owner through no fault of Owner. As used herein, a "Casualty Event" shall occur if (i) there is substantial destruction of the Garage which leaves the use of the Garage impossible or impractical in the reasonable judgment of Owner, or (ii) Owner notifies Tenant that the City of Portland or a licensed engineer has determined that the Garage is structurally unsound or unsafe requiring the cessation of parking in the Garage. Upon such termination of this Parking Lease by either Owner or Tenant, all rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease, subject to compliance with Section 14 below. Tenant shall remain liable to Owner for payments due Owner accrued and unpaid up to the date of said termination.

14. Compliance with Terms and Conditions: Indemnity. Tenant shall be responsible for ensuring that the use of the Garage by its employees complies with the terms and conditions of this Parking Lease and such other reasonable rules and regulations as are established from time to time by Owner governing the use of the Garage generally by parking patrons. Tenant hereby agrees to indemnify and hold harmless Owner from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Tenant's or its guest's or employee's use of the Garage hereunder or attributable to Tenant's acts or failure to act pursuant to its obligations under this Lease except to the extent resulting from the gross negligence or willful misconduct of Owner, its employees, agents or independent contractors. This agreement to indemnify shall survive termination of this Parking Lease. Owner hereby agrees to indemnify and hold harmless Tenant from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Owner's acts or failure to act pursuant to its obligations under this Lease except to the extent resulting from the gross negligence or willful misconduct of Tenant, its employees, agents or independent contractors. This agreement to indemnify shall survive termination of this Parking Lease.

15. Disputes.

(a) Subject to the provisions of this Parking Lease, any controversy, claim or cause of action arising out of or relating to this Agreement shall be finally settled by arbitration by an arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to grant equitable remedies in addition to imposing monetary damages. Arbitration shall be held in Portland, Maine, or such other location as the parties agree. The arbitration shall include (i) a provision that the prevailing party in such arbitration shall recover his or her costs of arbitration and reasonable attorneys' fees from the other party and (ii) the amount of such costs and fees. All arbitration under this Section 15 shall be final, binding and conclusive.

(b) Notwithstanding Subsection 15(a) above, if any party believes it necessary to seek injunctive relief or a provisional remedy (such as forcible entry and detainer or an attachment or trustee process), such party may file a civil action in any court having jurisdiction for such foreclosure, injunctive relief or provisional remedy. The arbitration procedures specified in Subsection 15(a) above, however, shall apply to the determination of the merits of any monetary claim or defense, and the court proceeding shall extend no further than to provide a kind of relief or remedy not readily available under the procedures set forth in Subsection 15(a) above.

(c) Tenant and Owner for themselves, their heirs, successors, and assigns hereby knowingly, willingly and voluntarily waive any and all rights such party may have to a trial by jury in any FED action or proceeding brought by Owner or Owner's successors and/or assigns based upon or related to the provisions of this Parking Lease. Owner and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the appropriate District Court or a single justice of the appropriate Superior Court.

16. Estoppel Certificate. At any time, and from time to time, upon the written request of Owner or any mortgagee, Tenant within ten (10) days of the date of such written request agrees to execute and deliver to Owner and/or such mortgagee, without charge and in a form reasonably satisfactory to Owner, Tenant, and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Owner have been satisfied and performed except as shall be stated; (v) certifying that Owner is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Owner, or stating the defaults and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid and agrees not to prepay rent more than ten (10) days in advance; (vii) reciting the amount of security deposit deposited with Owner, if any; and (viii) any other information which Owner or the mortgagee shall reasonably require. Owner agrees, upon written request of Tenant or Tenant's lender, to execute and deliver, without charge, an estoppel certificate addressing items (i), (iii), (iv) (but addressing Tenant's performance), (v) (but addressing Tenant's performance), (vi) and (vii) above.

17. Subordination. Tenant agrees that, except as hereinafter provided, this Parking Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgages or ground leases of the Garage pursuant to which Owner has or shall retain the right of possession of the Garage or security instruments ("Mortgages") that may hereafter be placed upon the Garage and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; provided that so long as Tenant is in full compliance with the terms and provisions of this Parking Lease (with all defaults, if any, fully and timely cured within applicable grace periods), any such mortgagee, ground lessor or purchaser at a foreclosure sale shall recognize Tenant in accordance with the terms hereof; provided further that if the holder of any such Mortgages ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant shall attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Owner under this Parking Lease for the balance then remaining of the term of this Parking Lease, subject to all terms of this Parking Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Should Owner or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time, shall execute and deliver without charge and in commercially reasonable form satisfactory to Tenant, Owner, and the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form. In the event either party fails to execute and deliver the instruments and documents as provided for in this Section 17, the parties hereto shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue within thirty (30) days. In the event that the parties fail to come to agreement within such thirty (30) day period, either party may submit the dispute to resolution by arbitration as provided in this Parking Lease.

18. No Assignment by Tenant. This Parking Lease may not be assigned, transferred, encumbered or conveyed, or hypothecated (a "Transfer"), in whole or in part, by Tenant to any other person or entity, under any circumstances, except to a purchaser, lessee, mortgagee, condominium association, and/or other transferee, of all or any portion of the Development Parcel. In the event of a Transfer of any portion of the Development Parcel, upon Tenant's request, Owner agrees to enter into a separate agreement (including, without limitation, a separate lease agreement) with each such transferee to effectuate and memorialize the allocation of Tenant's rights under this Parking Lease, provided (a) each such agreement is on terms substantially similar to the terms of this Parking Lease, and (b) the total number of parking spaces allocated pursuant to all such agreements does not exceed the maximum number of spaces permitted under this Parking Lease.

19. Miscellaneous.

(a) This Parking Lease and the rights and obligations hereunder shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. In the event that Owner sells the Garage to a third party, upon the assignment and assumption of this Parking Lease by the third party, Owner shall have no further obligations hereunder for any period of time following the assignment and assumption.

(b) Except as otherwise provided herein, any notice relating in any way to this Parking Lease shall be in writing and shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

To Tenant: Portland Norwich Group LLC
Attention: [REDACTED]
2330 Palm Ridge Road #305
Sanibel, FL 33957

With a copy to: [REDACTED] Esquire
Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116

To Owner: 167 Fore Street LLC
865 Spring Street
P. O. Box 910
Westbrook, ME 04092-0910

With a copy to: [REDACTED] Esquire
Bernstein Shur
100 Middle Street, 6th Fl
P.O. Box 9729
Portland, ME 04104-5029

and such notice shall be deemed delivered upon the earlier of actual receipt, one day after deposit with a recognized overnight courier or three days after deposit in the U.S. mails as set forth above or, in the case of hand delivery, when received in person with a written acknowledgement of receipt. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above and also add persons or addresses for notices to lenders or their counsel.

(c) All section headings in the Parking Lease are for convenience of reference only and are of no independent legal significance.

(d) This Parking Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Parking Lease, which alone fully and completely expresses their entire agreement with respect to this Parking Lease.

circumstance shall in no way affect any other term or provision of this Parking Lease, the application of such term or provision in any other circumstances, or the validity or enforceability of this Parking Lease.

(g) The language used in this Parking Lease shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against either party. Without limiting the generality of the foregoing, the language in all parts of this Parking Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who drafted the same. It is hereby agreed that the representatives of both parties have participated in the preparation hereof.

(h) This Parking Lease may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

(i) This Parking Lease may not be recorded but a Memorandum hereof containing such information as is required by 33 M.R.S.A. § 201 may be recorded by either party. Owner agrees to execute and have acknowledged and delivered to Tenant for recording at the Cumberland County Registry of Deeds, such a Memorandum, if tendered by Tenant.

(j) This Parking Lease shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

[Signatures Located on Following Page]

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives as of the Effective Date.

OWNER:

167 FORE STREET LLC,
a Maine limited liability company

By: 
Name: 
Its: Manager

TENANT:

PORTLAND NORWICH GROUP LLC,
a Delaware limited liability company

By: _____
Name: 
Its: Duly authorized signatory

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives as of the Effective Date.

OWNER:

167 FORE STREET LLC,
a Maine limited liability company

By: _____
Name:
Its:

TENANT:

PORTLAND NORWICH GROUP LLC,
a Delaware limited liability company

By: 
Name: 
Its: Duly authorized signatory

EXHIBIT A

Description of Garage Parcel

A certain parcel of land, together with the buildings and improvements thereon, situated on the northwesterly side of Fore Street in the City of Portland, County of Cumberland, and State of Maine, being shown as "Proposed Lot 3" on the Subdivision/Recording Plat On India Street and Fore Street, Portland, Maine, recorded in said Registry in Plan Book 207, Page 54, and bounded and described as follows:

Beginning on the northwesterly sideline of Fore Street at a point, said point bearing N 57° 57' 41" E along said sideline a distance of 63.85 feet from the intersection of said northwesterly sideline of Fore Street with the northeasterly sideline of India Street;

Thence N 48° 35' 31" W along land now or formerly of 25 India Street LLC a distance of 124.60 feet to land now or formerly of Micucci Brothers, reference Book 11090, Page 193;

Thence N 44° 40' 52" E along said land a distance of 116.57 feet;

Thence N 48° 38' 09" W along said land a distance of 9.95 feet;

Thence N 41° 27' 56" E along land now or formerly of Hancock & Middle LLC a distance of 153.97 feet;

Thence S 48° 33' 01" E along the southwesterly sideline of Hancock Street Extension a distance of 115.03 feet;

Thence southerly along a curve concave to the right having a radius of 15.00 feet an arc distance of 20.27 feet along said Hancock Street Extension to said northwesterly sideline of Fore Street, said curve having a chord which bears S 9° 51' 33" E a distance of 18.76 feet;

Thence S 28° 51' 33" W along said sideline a distance of 51.37 feet;

Thence southwesterly along said sideline and along a curve concave to the right having a radius of 384.90 feet an arc distance of 86.10 feet, said curve having a chord which bears S 35° 16' 03" W a distance of 85.92 feet;

Thence southwesterly along said sideline and along a curve concave to the right having a radius of 341.90 feet an arc distance of 97.07 feet, said curve having a chord which bears S 49° 48' 33" W a distance of 96.74 feet;

Thence S 57° 57' 41" W along said sideline a distance of 28.43 feet to the point of beginning, containing 37,626 square feet, more or less.

EXHIBIT B

Description of Development Parcel

A certain parcel or land situated on the northeasterly side of India Street, the southerly side of Fore Street, the southwesterly side of Hancock Street Extension and the northwesterly side of Commercial Street Extension in the City of Portland, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the northeasterly sideline of India Street at land now or formerly of The Portland Water District, reference Book 3870, Page 101;

Thence N 43°-41'-10" E along said land a distance of 119.66 feet;

Thence N 46°-18'-50" W along said land a distance of 94.47 feet to the southeasterly sideline of Fore Street;

Thence N 57°-57'-41" E along said sideline a distance of 11.78 feet;

Thence N 41°-40'-33" E along said sideline a distance of 66.60 feet;

Thence northeasterly along a curve concave to the left having a radius of 434.53 feet an arc distance of 76.00 feet, said curve having a chord which bears N 35°-16'-03" E a distance of 75.90 feet;

Thence N 28°-51'-33" E along said sideline a distance of 45.63 feet to Hancock Street Extension;

Thence easterly along said Hancock Street Extension and along a curve concave to the right having a radius of 15.00 feet an arc distance of 25.49 feet, said curve having a chord which bears N 77°-32'-05" E a distance of 22.53 feet;

Thence S 53°-47'-21" E along said Hancock Street Extension a distance of 225.68 feet;

Thence southerly along said Hancock Street Extension and along a curve concave to the right having a radius of 12.00 feet an arc distance of 19.77 feet, said curve having a chord which bears S 6°-35'-54" E a distance of 17.61 feet;

Thence southwesterly along Commercial Street Extension and along a curve concave to the right having a radius of 971.00 feet an arc distance of 98.70 feet, said curve having a chord which bears S 43°-30'-16" W a distance of 98.65 feet;

Thence S 46°-24'-59" W along said Commercial Street Extension a distance of 130.24 feet;

Thence S 46°-41'-14" E along said Commercial Street Extension a distance of 2.07 feet to land shown on Amended Subdivision Plan Regarding The Longfellow, A Condominium and Adjacent Land of LRAR LLC dated January 30, 2015, recorded in said Registry in Plan Book 215, Page 369 (herein, the "Longfellow Property") (reference also being made to the First Amendment to Declaration of The Longfellow, A Condominium, recorded in said Registry in Book 32583, Page 232, and a Release Deed from GSB Corporation to LRAR LLC recorded in said Registry in Book 32583, Page 244);

Thence N 43°-10'-34" W along said Longfellow Property a distance of 63.64 feet;

Thence S 46°-38'-39" W along said Longfellow Property a distance of 126.40 feet to said India Street;

Thence N 46°-24'-57" W along said sideline a distance of 57.09 feet to the point of beginning.

FIRST AMENDMENT TO PARKING LEASE

This First Amendment to Parking Lease dated as of the 31 day of October, 2016, by and between 167 Fore Street LLC (Owner) and Portland Norwich Group LLC ("Tenant") with respect to a certain Parking Lease (the "Parking Lease") dated as of November 20, 2015, between Owner and Tenant.

WHEREAS, the Parking Lease provides rights to Tenant upon the terms contained in the Parking Lease to lease from the Owner up to 400 parking spaces subject to the terms contained in the Lease, and

WHEREAS, as of the date hereof, Owner and Tenant are entering into an additional parking lease (the "Additional Parking Lease") of even date herewith for the use of 100 parking spaces with respect to a hotel to be constructed on certain land contained in the Additional Parking Lease, and

WHEREAS, the Owner and the Tenant wish to amend the Parking Lease to reduce the number of spaces which the Tenant has the right to use under the Parking Lease from 400 spaces to 300 spaces.

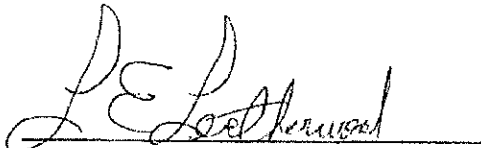
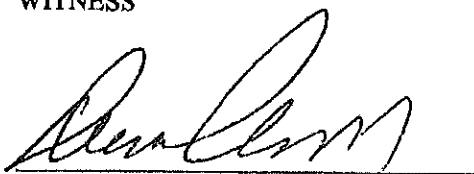
NOW, THEREFORE, the Owner and the Tenant hereby agree that the provisions of the Parking Lease, as hereby amended as follows:

The number "400 parking spaces" in Paragraph 1 of the Lease is hereby amended to "300 parking spaces."

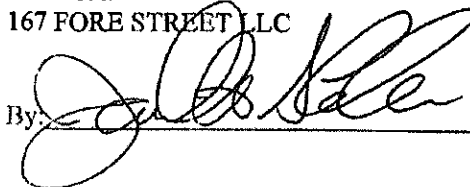
In all other respects the terms of the Parking Lease are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Parking Lease to be executed by their duly authorized representatives as of the date and year first above written.

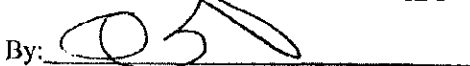
WITNESS



OWNER:
167 FORE STREET LLC

By: 

TENANT:
PORTLAND NORWICH GROUP LLC

By: 

ASSIGNMENT AND ASSUMPTION OF PARKING LEASE

THIS ASSIGNMENT AND ASSUMPTION OF PARKING LEASE (this "Agreement") is made on _____, 2017 ("Effective Date"), by and between **PORTLAND NORWICH GROUP LLC**, A DELAWARE LIMITED LIABILITY COMPANY (hereinafter called "Assignor"), **ESSEXNORTH PORTLAND LLC**, A MAINE LIMITED LIABILITY COMPANY (hereinafter called "Assignee"), and **167 FORE STREET LLC**, A MAINE LIMITED LIABILITY COMPANY (hereinafter called "Lessor").

W I T N E S S E T H:

WHEREAS, Assignor, as "Tenant", entered into that certain Parking Lease between 167 Fore Street LLC, as "Lessor", dated November 20, 2015, as amended by a First Amendment dated October 31, 2016, regarding rights to lease parking spaces in the Ocean Gateway Garage at 167 Fore Street, Portland, Maine (as so amended, the "Parking Lease"), a true and complete copy of which is attached hereto, and a Memorandum of which is recorded in the Cumberland County Registry of Deeds in Book 32746, Page 309; and,

WHEREAS, by deed of near or even date an affiliate of Assignor, Portland Norwich Acquisition LLC ("PNA"), is selling to Assignee a portion of the property known as the "Development Parcel," as described and defined in the Parking Lease, such portion being Lot 2 on a plan entitled "Recording Plat, 158 Fore Street, 158 Fore Street, Portland, Maine, Made for record owner, Portland Norwich Group LLC," prepared by Owen Haskell, Inc. dated March 11, 2016, signed June 2, 2016, recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 185; and,

WHEREAS, PNA will no longer own any of the Development Parcel following such sale of Lot 2;

WHEREAS, Assignor has rights, as a tenant, to lease parking spaces the Parking Garage under a separate parking lease with Lessor dated October 31, 2016, none of which rights are affected by or a part of the within Agreement;

WHEREAS, Assignor desires to assign it rights and interests as Tenant in and to the Parking Lease, and the Assignee desires to acquire and assume all of the Assignor's rights and interests as Tenant in and to the Parking Lease;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lessor hereby covenant and agree, each with the other, as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as Tenant in and to the Parking Lease, and Assignee hereby accepts such assignment and assumes and agrees to perform all of Assignor's obligations as Tenant under the Parking Lease accruing from and after the date of this Agreement.

2. Assignor and Lessor herein warrant and represent to each other and to Assignee that, as of the date hereof: (i) the Parking Lease is in full force and effect and has not amended or modified; (ii) no written or oral notices of default of or under the Parking Lease have been given to Assignor by the Lessor; (iii) no "Tenant's Draw Down Notice," as defined in the Parking Lease, has been made or given by Assignor; and (iv) Assignor does not use, occupy or rent any parking spaces under the Parking Lease. Further, Assignor and Lessor each represents that, to the best of its knowledge, no event has occurred and there is no existing condition or breach by Assignor which, with the giving of notice or the passage of time, or both, will or would constitute a default under any of the terms or provisions of the Parking Lease.

3. Assignor shall be responsible for all claims or obligations arising under the Parking Lease applicable to the period which ends on the effective date of this Agreement.

4. Assignee shall be responsible for all claims or obligations arising under the Parking Lease applicable to any period after the effective date of this Agreement, and agrees to indemnify and hold harmless the Assignor from any such claim, loss, cost or expense (including reasonable attorneys' fees and expenses).

5. Lessor hereby consents to the within assignment and assumption of the Parking Lease, and agrees that from and after the Effective Date hereof Lessor will only look to the Assignee for performance of the obligations of the tenant under the Parking Lease.

6. Lessor hereby releases Assignor from any rights, claims or obligations under the Parking Lease arising from and after the effective date of this agreement. Assignor hereby acknowledges that it has no unsatisfied claims against Lessor under the Parking Lease.

7. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, in accordance with the terms of the Parking Lease.

8. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be duly executed by its duly authorized representative as of the day and year first above written, and this instrument shall have an effective date on the day of delivery.

PORTLAND NORWICH GROUP LLC

Witness

By: _____
David P. Leatherwood,
Its duly authorized representative

State of Florida
County of _____, ss.

June ____, 2017

Then personally appeared the above named David P. Leatherwood and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Assignor.

Before me,

Attorney at Law/Notary Public
Print name:

Seal:

ESSEXNORTH PORTLAND LLC

Witness

By: _____
Ara S. Aftandilian,
Its duly authorized representative

State of Maine
County of Cumberland, ss.

June ____, 2017

Then personally appeared the above named Ara S. Aftandilian and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said EssexNorth Portland LLC.

Before me,

Attorney at Law/Notary Public
Print name:

Seal:

Assign Parking Lease signature page
167 FORE STREET LLC

Witness

By: _____
Jonathan Cohen its Manager

State of _____

County of _____, ss. _____ [____], 2017

Then personally appeared the above named Jonathan Cohen and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Lessee.

Before me,

Attorney at Law/Notary Public
Print name:

SCHEDULE A—Complete Copy of Parking Lease, including First Amendment

8. State and/or Federal Permits

- **No State or Federal permits are anticipated as part of this project due to the City's delegated review authority over the stormwater component. The stormwater management for all of the lots was designed and approved as part of the AC Hotel project. No stormwater review is part of this project. See attached Stormwater Narrative and Plans.**
- **No State or Federal permits are anticipated as part of this project due to the low number of trips being generated by the Thames Street Residential Condominium development. The City has delegated review authority over the traffic component. See attached Traffic Memorandum prepared by Gorrill-Palmer.**
- **On January 18, 2017 the proposed project received Historic Preservation Commission Approval for a Certificate of Appropriateness for new construction of the 20 Thames Street Residential Condominium development.**

CITY OF PORTLAND, MAINE

HISTORIC PRESERVATION BOARD

Scott Benson, Chair
Bruce Wood, Vice Chair
Glenn Harmon
Robert O'Brien
Penny Pollard
Julia Sheridan
John Turk

February 14, 2015

Ara Afandilian
Portland Norwich Group LLC
2330 Palm Ridge Road
Unit 10 #305
Sanibel, Florida 33957

Re: Proposed New Construction, 20 Thames Street

Dear Mr. Afandilian,

On January 18, 2017, the City of Portland's Historic Preservation Board voted 5-0 (Pollard, Wood absent) to approve your application for a Certificate of Appropriateness for new construction at 20 Thames Street.

Approval was made subject to the following conditions:

- Fenestration and material palette at penthouse level to be revised to present a more unified, consistent appearance.
- Height of penthouse roof to be lowered. (Penthouse was found to be disproportionately tall.)
- Where metal is shown on the building exterior, metal to be light to reduce visual contrast.
- Applicant to provide master signage plan to serve as template for future individual sign applications.
- Final plans incorporating design/material revisions and additional information listed above to be submitted to Historic Preservation staff for final review and approval.
Revised drawings to be distributed to HP Board for comment.

Construction to be carried out as shown on the plans and specifications submitted for the 1/18/17 public hearing, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Andrews". The signature is fluid and cursive, with the first name "Deborah" and last name "Andrews" clearly distinguishable.

Deborah Andrews
Historic Preservation Program Manager

Cc: David Lloyd, Archetype Architects

9. Zoning Requirements:

INDIA STREET – FORM BASED CODE

The building fronts along Thames Street with the AC Hotel being constructed to its east and the historical Grand trunk to its west. Both neighboring buildings were considered in the façade design. The base of the building is a classical precast base which steps up as it moves to the east. This same stepping of the base is being used on the hotel. Inside of this precast is a natural anodized aluminum storefront with clear glass - no tinting. The brick veneer above the precast is an elongated 12 inch brick in brown. This will complement the Grand trunk and still be distinctive in its architecture with a slight departure from a standard old Port blend brick. The mortar joints will be tinted to match the brick color. The 6th floor is setback 15 feet in due difference to the grand Trunk and meeting the requirements of the IS-FBC. This upper floor will be clad with a metal panel system which is also incorporated on the south west and courtyard elevations. These elevations are broken down in massing with the incorporation of a light tan color brick and the use of the metal panel. The inner courtyard side will be the pedestrian entry for the residential units and also a covered valet parking area. The building design has been presented at a workshop and public hearing with the Historic Preservation board and received its approval with conditions that are presently being incorporated into the final design.

The building is designed to meet the full intent of the Urban Transitional sub-district. It is a 6 story building with the 6th floor being added as a bonus floor allowed due to the mid-block permeability that we have provided in the siting. The bonus floor is set back 15 feet from the Thames Street side. The overall building height is 77 feet which includes the 65 feet for the first 5 floors and the 12 feet allowed for the bonus floor.

DIVISION 20 OFF STREET PARKING

Section 14-332 Uses requiring off-street parking.

In all zones where off street parking is required the following minimum off-street parking requirements shall be provided. Except as provided in Section 14-332.1, 14-332.2 (exceptions) and 14-345 (fee in-lieu of parking) of this division, for the uses listed below the following minimum off-street parking requirements shall be provided and maintained in the case of new construction, alterations which increase the number of units, and changes of use:

(a) Residential structures:

1. For new construction, two, (2) parking spaces for each dwelling unit.

28 condominiums @ 2 spaces/unit = 56 condominium spaces

(h) Retail stores: One (1) parking space for each two hundred (200) square feet of first floor area in excess of two thousand (2,000) square feet not used for bulk storage and one (1) parking space for each seven hundred (700) square feet, or major fraction thereof, for each floor above the first floor not used for bulk storage.

4,360 sf total area not used for bulk storage

-2,000 sf

2,360 sf / 200 sf = 11.8 or 12 retail spaces

See parking lease for Ocean Gateway Garage, including an assignment to EssexNorth LLC in Exhibit #7 Right, Title, or Interest.

Section 14-332.1 Zone specific off-street parking exceptions and modifications.

The off street parking requirements established for uses are hereby modified for the following zones according to the revisions as described below.

(h) B-6 Eastern Waterfront Mixed Use Zone: Off-street parking for all projects regardless of size shall be governed by 14-332.2(c) of this article. N/A

Sec. 14-332.2. Categorical exceptions and modifications to off-street parking requirements.

Regardless of which zone a project of use is located, the following exceptions to the off-street parking requirements listed above in section 14-332 are additionally hereby established.

(c) Site plans over 50,000 square feet and projects in the B-6, B-7, and USM Overlay Zones:

Where construction is proposed of new structures having a total floor area in excess of fifty thousand (50,000) square feet, the planning board shall establish the parking requirement for such structures. The parking requirement shall be determined based upon a parking analysis submitted by the applicant and upon the recommendation of the city transportation engineer.

N/A

Section 14-332.3 Uses requiring off-street bicycle parking.

In all zones where of-street motor vehicle parking is required, minimum off-street bicycle parking shall be provided and maintained.....as specified in Section 14 - 526(a) (2) (Site Plan Standards).

This project will not provide on-site long term or permanent vehicle parking as it will be provided at the Ocean Gateway Garage through long term leases obtained by the applicant, across Fore Street. Bicycle parking for eleven bikes will be provided on-site in a bike storage room as part of this project. See Site Plan and parking lease agreement.

DIVISION 26 SHORELAND REGULATIONS
Section 14-449 Land Use Standards

(a) Principal and accessory structures: 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..... except that in the following zones the setback shall be as indicated: W-PD Zone:

No setback required.

The project does not propose to locate any structures within the 75' of the normal high water line.

(b) Piers, docks, wharves, bridges and other structures and uses extending over below the normal high water line of a water body or within a wetland: New permanent structures, and expansions thereof, projecting into or over water bodies shall require a permit from the D.E.P.

N/A

(c) Clearing of vegetation.

The existing project site is completely void of any significant vegetation. It is only sparsely covered by grass and grass type weeds growing over a gravel surface.

(d) Erosion & Sedimentation Control:

Both temporary and permanent erosion and sedimentation control devices/applications conforming to the current best management practices will be used. Please see attached sheet Grading, Drainage, and Erosion Control Plan.

(e) Soils:

According to the Soil Survey of Cumberland County, published by the United States Department of Agriculture (1974); the project soils are generally cut/fill over marine clay. Please see attached Geotechnical Report.

(f) Water Quality:

No pollutants will be deposited into State waters as a result of this project. As part of this project the proposed stormwater system will ultimately tie into an existing City owned stormwater outfall which discharges into the Fore River; only after it filters through a crushed stone filter layer and is detained in the proposed underground chamber system.

(g) Archaeological Sites:

The project site has been completely disturbed by its past uses. The project site is within the City's Historic Preservation District and has received approval from Historic Preservation Commission.

(h) Installation of Public Utility Service:

This is a pre-disturbed, vacant site that will require many new utility connections which are available to tie into in the adjacent streets. All applicable utility service companies will be contacted and worked with to install any necessary new services to both their and the City's standards. As part of this project it is proposed to tie the stormwater system into an existing City owned stormwater outfall that eventually discharges into the Fore River after going through a downstream defender and our private stormwater system.

(i) Essential Services:

This is a pre-disturbed, vacant site. All applicable essential service companies and the City will be contacted and worked with to install any necessary new services.

(j) Roads & Driveways:

Roads: The project does not propose any new roads or driveways; instead it uses the adjacent road network (Fore and Thames Streets) and the common driveway off of Fore Street which will also provide access to the AC Hotel and other future development.

(k) Parking Areas:

The project does not include any permanent or long term vehicle parking on-site, but it does include an area for short term parking and valet located within the footprint of the proposed building outside of the Shoreland Zone.

(l) Septic Waste Disposal:

New wastewater connections are a part of this project. Part of this application includes a waste water analysis application to be reviewed by the City staff. We will work closely with the City to determine best methods of handling waste water.

(m) Stormwater runoff:

The existing project site is a gravel surface. The proposed condition will contain less impervious area than the current site does, thus a reduction in stormwater runoff. The current project site as well as the two other lots was included in the design of the stormwater system that will be installed as part of the AC Hotel. The system was designed to accommodate all the stormwater from the other lots and thus no stormwater design is included as part of this project. This project will tie into the overall site stormwater system which goes into an existing City owned stormwater outfall that eventually discharges into the Fore River after going through a downstream defender and our private stormwater system.

(n) Agriculture: Not Applicable.

(o) General site plan features:

The applicant feels that the proposed project meets the intent of the Shoreland Zone regulations.

10. Existing & Proposed Easements

A.) Existing easements, encumbrances, and other burdens:

- **Access, Drainage, and Utility Easement** that encompasses a portion of the shared driveway and cul-de-sac on the northern corner of the lot. It is a reciprocal easement with the other lots that have frontage along the driveway / cul-de-sac. See Recording Plat and easement description.

B.) Proposed easements, encumbrances, and other burdens:

- **Access, Drainage and Utilities Easement** that encumbers portions of Lots 2 + 4. It allows for utilities to be brought into the subject property from India Street, to locate and access a central transformer, and provide connections to the subject property/building. See Site and Subdivision Plan.
- **Licenses:** Will be needed for the canopies/awnings, decks, foundation footings, and for the sewer backwater valves along Thames Streets.

DECLARATION OF EASEMENTS

This Declaration of Easements (the "**Declaration**") is made and declared as of _____, 2017 (the "Effective Date") by ESSEX NORTH PORTLAND LLC, a Maine limited liability company ("Essex") as the sole owner of Lot #2, Lot #3 and Lot #4 on a plan entitled "Amended Recording Plat, 158 Fore Street, 20 Thames Street, Portland, Maine", prepared by Owen Haskell, Inc., dated _____, 2017, filed with the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "**Lot Plan**" and each of such lots is called a "Lot" herein). Essex, and any of its successors or assigns, as owners from time to time of a Lot, are sometimes individually referred to herein as a "**Party**" and are sometimes collectively referred to herein as the "**Parties**".

Recitals

The Lots herein, taken together, constitute "Lot 2" as set forth and defined in the Access, Drainage and Utility Easement Agreement by and between Portland Norwich Group, LLC and Portland Norwich Acquisition LLC dated as of September 26, 2016, recorded in said Registry in Book 33538, Page 82 (herein the "**2016 Easement**"). Under the 2016 Easement, the original Lot 2 has the right and easement to install, maintain, repair and use facilities as set forth in the 2016 Easement.

Essex is making this Declaration for the purpose of establishing easements for (i) provision of gas services, telecommunications services, and drainage of stormwater and surface runoff water in, over or across certain areas of Lot #2 and Lot #3 for the benefit of Lot #2, Lot #3 and Lot #4, and (ii) electrical and telecommunications services in, over or across certain areas of Lot #2 and Lot #4 for the benefit of Lot #2, Lot #3 and Lot #4, in the areas so designated and delineated on the Lot Plan.

This Declaration is also made to set forth provisions for the undertaking by a Party to construct and install certain those improvements in the Easement Areas on the Easement Plan, including the connection into and use of the drainage facilities set forth in the 2016 Easement.

The metes and bounds of the Easement Areas shown on the Lot Plan are set forth on **Exhibit A-1**, attached hereto.

Declaration of Easements and Agreement

NOW, THEREFORE, Essex hereby declares, states, covenants and agrees, as follows:

1. **Utility Easement Benefiting Lot #4.** Lot #4 is hereby declared to be benefited by the following rights and easements, in common with Lot #2 and Lot #3, for the purposes set forth herein and subject to the terms and conditions set forth in this Declaration: the non-exclusive, perpetual right and easement to discharge storm or surface waters from Lot #4 by way of subsurface piping and drainage structures in or through Lot #2 and Lot #3, within the Utility Easement area shown on the Lot Plan, and into the subsurface storm water piping and drainage structures located within the 2016 Utility Easement. The rights granted herein include the right to construct, install, maintain, repair and replace such drainage improvements in the Utility Easement.
2. **Utility Easement Benefiting Lot #2.** Lot #2 is hereby declared to be benefited by the following rights and easements, in common with Lot #3 and Lot #4, for the purposes set forth herein and subject to the terms and conditions set forth this Declaration: the non-exclusive, perpetual right and easement to discharge storm or surface waters from Lot #2 by way of subsurface piping and drainage

structures in or through those portions of Lot #3 within the Utility Easement shown on the Lot Plan, and into the subsurface storm water piping and drainage structures located within the 2016 Utility Easement. The rights granted herein include the right to construct, install, maintain, repair and to replace such drainage improvements in the Utility Easement.

3. Utility Easement Benefiting Lot #3. Lot #3 is hereby declared to be benefited by the following rights and easements, in common with Lot #2 and Lot #4, for the purposes set forth herein and subject to the terms and conditions set forth this Declaration: the non-exclusive, perpetual right and easement to discharge storm or surface waters from Lot #3 by way of subsurface piping and drainage structures in or through those portions of Lot #2 within the Utility Easement shown on the Lot Plan, and into the subsurface storm water piping and drainage structures located within the 2016 Utility Easement. The rights granted herein include the right to construct, install, maintain, repair and replace such drainage improvements in the Utility Easement.

4. Gas Line Installations. Lot #2, Lot #3 and Lot #4 are each hereby declared to be benefited by the right to install, maintain, repair and replace within the Utility Easement underground pipes, lines, valves and related facilities, together with above ground meters and related facilities adjacent to any building(s) constructed on such Lots, within the Utility Easement. The owners of Lot #2, Lot #3 and Lot #4 shall, prior to any such installation, coordinate with and reach agreement with the other owners of such Lots to ensure that the minimum number or amount of any such facilities are installed as necessary for providing service to such buildings. It is the intent that a single primary pipe or line will provide the primary means of transporting gas to the overall property containing the Lots, and that separate service lines to each Lot and building will extend to each Lot. The responsibility for any individual service line shall belong to the Lot it serves, and the primary line or services shall be the equal responsibility of all Lots. All gas services and consumption shall be separately metered and paid by the Lot consuming such services. It is contemplated that a plan depicting the gas lines as finally designed and to be installed will be provided as development of the Lots is finalized.

5. Telecommunication Installations. Lot #2, Lot #3 and Lot #4 are each hereby declared to be benefited by the right to install, maintain, repair and replace within the Utility Easement underground lines, conduits, switches, relays and other related facilities for purposes of any and all telecommunication services (including without limitation any similar services, whether existing presently or created hereafter, which require no less physically intrusive or burdensome installations), together with above ground meters and related facilities for making connection to any building(s) constructed on such Lots. The owners of Lot #2, Lot #3 and Lot #4 shall, prior to any such installation, coordinate with and reach agreement with the other owners of such Lots to ensure that the minimum number or amount of any such facilities are installed as necessary for providing service to such buildings. It is the intent that, if possible, a single, common line will provide the primary means providing services to all Lots, and that separate service lines will extend to each Lot and building. The responsibility for any individual service line shall belong to the Lot it serves, and the primary line or services shall be the equal responsibility of all Lots. All telecommunication services and consumption shall be separately metered and paid by the Lot consuming such services. It is contemplated that a plan depicting the telecommunications services as finally designed and to be installed will be provided as development of the Lots is finalized.

6. Rights and Obligations Subject to 2016 Easement. Any and all rights set forth, declared, created or granted herein with respect to gas lines and drainage rights are, in each case, subject to all of the terms, conditions, restrictions, requirements set forth in the 2016 Easement, each of which is incorporated herein by reference. This provision shall continue and remain effective notwithstanding any subsequent provision of this Declaration, or any amendment hereto, which allocates rights and responsibilities as between the owners, from time to time, of Lot #2, Lot #3 and Lot #4 described herein.

7. Electrical and Communications Utility Easement. Lot #2 and Lot#3 are each hereby declared to be benefited by the following rights and easements, in common with Lot #4, for the following purposes, and subject to the terms and conditions set forth in this Declaration: the non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate underground utility lines, conduits, appurtenances and equipment relating thereto, including the right to install and connect into a power distribution box, in those portions of Lot #2 and Lot #4, within the "Electrical Easement." Further, Lot #4 shall have the non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate underground utility lines, conduits, appurtenances and equipment relating thereto within the area of the Electrical Easement on Lot #2 containing the power distribution box, in common with Lot #2 and Lot #3. The foregoing rights include the non-exclusive, perpetual right and easement to pass and repass over, across such area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the utilities. The utilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground. The area of the Electrical Easement is described on Exhibit A-1, attached hereto

8. Conditions to Grants of Easements. A Party exercising its right to access an Easement Area to perform any work or other activity under this Agreement (other than routine or customary use, maintenance or care) shall be obligated to comply with the requirements set forth in this Section.

(i) The Party and/or its authorized personnel shall (a) provide not less than five (5) business days' prior written notice to the other owner of any proposed entry onto the Easement Area, which notice shall contain a description of the work to be performed therein, the names of the authorized personnel who will be working within the Easement Area, and (b) deliver to the other owner a certificate of insurance evidencing that the Party has the insurance required to be carried under this agreement. Except in the event of an emergency, all access to the Easement Area for such work shall be limited to weekdays between the hours of 7:00 a.m. and 7:00 p.m.

(ii) Only authorized personnel may access the Easement Area on behalf of the Party undertaking work. For purposes of this Section, "authorized personnel" shall mean only authorized employees, engineers, technicians, or properly authorized contractors of such Party or persons under their direct supervision.

(iii) The Party undertaking the work shall take reasonable measures to ensure that access to any portion of the Easement Area by the such Party and/or its authorized personnel (i) shall not disturb any employees, tenants, licensees, guests, or other occupants of the other property and (ii) shall not cause substantial interference with the use and operation of the other property.

(iv) Any excavations by or on behalf of a Party permitted by this Agreement within the Easement Area shall be properly backfilled and the surface of the land included within the Easement Area shall be restored by such Party to as reasonably good condition as said surface was in immediately prior to such excavations.

(v) Access by the Party performing work pursuant to the rights created by this Agreement shall be at the sole cost and risk of such Party.

7. Maintenance and Repair. All repairs and maintenance of the Easement Areas shall be performed and in a good workmanlike manner as expeditiously as possible in order to avoid any unnecessary interruption of any service or inconvenience to the Parties or other parties benefitted by the Easement Areas. It is specifically understood and acknowledged that the respective owner(s) of Lot #2, Lot #3 and Lot #4 shall be solely responsible for the maintenance, repair and/or replacement of any

utilities installed in the Easement Areas, and all costs thereof, which solely benefit the respective Lot #2, Lot #3 and/or Lot #4 properties.

8. Compliance with Laws. In exercising their rights hereunder, and in making use of the easements granted hereunder, a Party shall comply with all laws, statutes, ordinances, regulations, rules and orders of all governmental bodies having jurisdiction and shall secure all permits.

9. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of the other Party, each of Party agrees to indemnify, defend, and hold harmless the other Party, and its officers, members, managers, shareholders, employees, agents, and representatives, from and against all liability, damages, costs, claims, and/or demands of any kind or character whatsoever which may be made against an indemnified Party as a result of, or arising out of, the death or bodily injury of any individual or any damage to property caused by the negligence or willful misconduct of the other Party, its employees, contractors, agents, representatives, tenants, or licensees, or their respective guests or invitees, in connection with the exercise of the easement rights granted under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

10. Insurance. Each Party shall each maintain at its own expense a policy of comprehensive general liability insurance in which the other Party shall be named as an additional insured in connection with the exercise of the rights granted hereunder to such Party. The minimum limits of liability of such insurance shall be an aggregate combined single limit of \$1,000,000.00 for personal injury or property damage, or such higher limits as may reasonably be requested in writing and which would be customarily maintained for similar coverages. A certificate evidencing that such insurance is in place shall be provided prior to any work being commenced (effective upon the exercise of the easement rights granted hereunder) and such additional certificate shall be provided at least twenty (20) days prior to the expiration of the then existing policy. Each such certificate shall provide that such other Party shall be named as an additional insured thereunder.

11. Benefit. The easements and rights granted herein to a Lot shall be for the benefit of the owners and mortgagees from time to time of all or any portion of Lot #2, Lot #3 and Lot #4, respectively, and their respective successors and assigns, and for the tenants, lessees, licensees and lawful occupants of the respective properties to which such rights are granted.

12. Successors. As used herein, the terms Lot #2, Lot #3 and Lot #4 shall be deemed to mean and include the owner in fee title of each of said respective Lots, any lessee thereof, any condominium association which may be created as a result of making any such Lot subject to the provisions of the Maine Condominium Act (provided, however, that the individual owners of Units in any condominium shall have no direct, personal liability hereunder, but any such obligation shall be that of the Association, provided further that the under any condominium regime created the Association shall have the power and authority to assess any such liability as a lien against Units). The agreements contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and those claiming title to or interest in any of Lot #2, Lot #3 and Lot #4, by, through or under any of them (but subject to the provisions regarding condominiums).

13. No Liability. If any owner of all of Lot #2, Lot #3 and Lot #4 is a corporation, trust or partnership, no shareholder, officer or director of any such corporation, no partner, general or limited, of any such partnership, and no trustee or beneficiary or shareholder of any such trust shall have any personal liability under this Agreement. Each such party (including mortgagees) shall be liable only during their respective periods of ownership.

14. No Merger. There shall be no merger of the rights, limitations or obligations created hereby with the fee title to any of the properties, notwithstanding that the properties are or may be owned or leased by the same person or persons or entities benefitted or burdened hereby.

15. No Waiver. Any failure by any Party to insist upon strict performance by any other Party of any of the obligations hereunder shall not be deemed to be a waiver of any of the obligations hereunder, and such Party shall have the right at any time thereafter to insist upon strict performance by the other Party of any and all such obligations. The failure of any Party to exercise any right or remedy hereunder shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

16. Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of this Agreement and the remaining provisions thereof shall be in no way affected, prejudiced or disturbed thereby.

17. Modifications. This Agreement and the terms hereof may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

18. Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Maine, and this Agreement is executed as a sealed instrument under Maine law.

Executed as a sealed instrument as of the Effective Date.

ESSEX NORTH PORTLAND LLC

By: _____
Name: Ara S. Aftandilian
Its: Manager

STATE OF MAINE

_____ County

On _____, 2017, before me, the undersigned notary public, personally appeared Ara S. Aftandilian, Manager of Essex North Portland LLC, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Essex North LLC and in his stated capacity for said Essex North Portland LLC.

Notary Public

Print name:

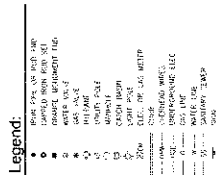
Seal:

DRAFT ONLY

EXHIBIT A

Lot Plan

DRAFT ONLY

[illegible][illegible][illegible]

THIS PLAN AMENDS PREVIOUS
RECORDING PLAT
RECORDED IN PLAIN BOOK 216 PAGE 185

APPLICANT:
PORTLAND NORWICH GROUP LLC
PORTLAND NORWICH ACQUISITION LLC

AMENDED RECORDING PLAT
158 FORE STREET
20 THOMAS STREET, PORTLAND, MAINE
MADE FOR RECORD OWNER

PORTLAND NORWICH ACQUISITION LLC
2330 PALM RIDGE ROAD #305, SAMUEL, FL 33957

 **OWEN HASKELL, INC.**

THE RESULTS OF AN AT THE FACTORY THE JUNE AND THAT IN THE BEST OF OUR KNOWLEDGE, RESEARCH AND AFTER, IT IS DIFFICULT TO THE SOURCE OF INFORMATION FOR FACTORY, LABOR, AND THE QUALITY OF THE FACTORY, AND THE QUALITY OF THE FACTORY.

[illegible]

For more information, call 1-800-368-6272 or visit www.360.com

[illegible]

EXHIBIT A-1

Description of Easement Areas

Utility Easement

A certain parcel of land situated on the northerly of but not adjacent to India Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Commencing at a point on the northerly sideline of India Street at the southeasterly corner of land now or formerly of Portland Water District as described in deed book 3870 page 101;

Thence, N 43°41'10" E along the easterly line of said Portland Water District a distance of 119.66 feet;

Thence, S 46°18' 50" E along Lot #2 6.00 feet to the point of beginning;

Thence, N 43°41'10" E across Lot #2 67.10 feet to the southerly side of an Access, Drainage and Utility Easement as described in deed book 33538 page 82;

Thence, southeasterly along the southerly side of said Access, Drainage and Utility Easement along a curve to the left having a radius of 42.50 feet an arc length of 18.40 feet;

Thence, S 43°41'10" W across Lot #2 64.04 feet;

Thence, N 46°18'50" W across Lot #2 18.00 feet to the point of beginning containing 1,168 S.F. more or less.

Electrical Easement

A certain parcel of land situated on the northerly side of India Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows: Beginning at a point on the northerly sideline of India Street at the southeasterly corner of land now or formerly of Portland Water District as described in deed book 3870 page 101;

Thence, N 43°41'10"E along the easterly line of said Portland Water District a distance of 119.66 feet;

Thence, continuing N 43°41'10"E across land of said Portland Acquisition LLC 5.00 feet;

Thence, S 46°18'50" E across land of said Portland Acquisition LLC 15.00 feet;

Thence, S 43°41'10" W across land of said Portland Acquisition LLC 5.00 feet;

Thence, S 46°18'50" E across land of said Portland Acquisition LLC 48.27 feet to land now or formerly of One India Street LLC as described in deed book 33589 page 311;

Thence, S 46°38'39" W along land of said One India Street LLC 10.01 feet;

Thence, N 46°18'50" W across land of said Portland Acquisition LLC 57.75 feet;

Thence, S 43°41'10" W across land of said Portland Acquisition LLC 109.64 feet to the northerly sideline of said India Street;

Thence, N46°24'57"W along the northerly sideline of said India Street 5.00 feet to land of said Portland Water District and the point of beginning containing 1,243 S.F. more or less.

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (the "Agreement") is made and entered into as of _____, 2017 (the "Effective Date") by and between ESSEX NORTH PORTLAND LLC, a Maine limited liability company ("Essex"), and ONE INDIA STREET, LLC, a Maine limited liability company ("One India Street"). Essex and One India Street are sometimes each individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties".

Recitals

Essex is the owner of two certain parcels of land in Portland, Maine, both of which are shown on a plan entitled "Amended Recording Plat, 158 Fore Street, 20 Thames Street, Portland, Maine", prepared by Owen Haskell, Inc., dated February 24, 2017, filed with the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "**Lot Plan**"), one parcel being "Lot #3" on the Lot Plan and known as 20 Thames Street, Portland, Maine ("**20 Thames**") and one parcel being "Lot #4" on the Lot Plan and known 5 India Street ("**5 India**"); and

One India Street is the owner of a certain parcel of land located in Portland, Maine shown on the Lot Plan as "One India Street, T/M 19-B-1 N/F One India Street LLC 33589/311", and being described in a deed recorded in the Cumberland County Registry of Deeds in Book 33589, Page 311 ("**1 India**"); and

Essex and One India Street are desirous of entering into this Agreement for the purpose of establishing certain access, and utility easements in the Easement Areas shown on the plan attached hereto as **Exhibit A** entitled "Easement Plan, Thames and India Streets, Portland, Maine", dated _____, 2017, by Owen Haskell, Inc. (the "**Easement Plan**"), and for making provisions for the undertaking by Essex to construct and install certain improvements in the Easement Areas on the Easement Plan and with respect to sidewalk improvements in India Street adjacent to the 1 India property.

The metes and bounds of the Easement Area, including the 5' Utility Easement, are set forth on **Exhibit A-1**, attached hereto.

Grant of Easements and Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby grant and agree as follows:

1. Grant by One India Street to Essex. One India Street hereby grants and conveys to Essex, as appurtenant to the 20 Thames and 5 India properties, the following rights and easements, in common with others entitled thereto, for the purposes set forth herein and subject to the terms and conditions set forth herein:

(a) Access Easement. The non-exclusive, perpetual right and easement for pedestrian ingress, egress and passage to and from 20 Thames and 5 India upon, over, and across the entire Easement Area (whether labeled as "15' Pedestrian Easement," "12' Pedestrian Easement", or "5' Utility Easement") extending from the northeasterly side of India Street to the southwesterly sideline of 20 Thames and in a southeasterly direction along 20 Thames to Thames Street. The Easement Area is described on **Exhibit A-1**, attached hereto. The rights granted herein include the right to construct, install, maintain, repair and replace improvements in the Easement Area as provided in the provisions of this Agreement.

(b) Electrical and Communications Utility Easement. The non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate underground utility lines, conduits and appurtenances and equipment relating thereto, within the portion of the Easement Area labeled “5’ Utility Easement” extending from the northwesterly sideline of Thames Street in a northwesterly and southwesterly direction to the northwesterly sideline of 1 India Street, including, without limitation, the non-exclusive, perpetual right and easement to pass and repass over, across, and upon the Easement Area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the utilities. The utilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground. The 5 foot wide Utility Easement is described on Exhibit A-1, attached hereto.

(c) Water Line Easement. The non-exclusive, perpetual right and easement to construct, install, inspect, repair, replace, reconstruct, maintain and operate a pipe and related facilities, conduits and appurtenances relating thereto, for providing public water service to 20 Thames Street, within the portion of the Easement Area labeled “5’ Utility Easement” extending from the northerly sideline of India Street in a northeasterly direction to the southwesterly sideline of 20 Thames, including, without limitation, the non-exclusive, perpetual right and easement to pass and repass over, across, and upon the Easement Area to construct, install, inspect, repair, replace, remove, reconstruct, maintain, operate, and otherwise service the pipe and facilities. The utilities, including all appurtenances and equipment relating thereto, shall be located entirely below the surface of the ground and within such area.

2. Reserved Rights of One India Street. One India Street reserves all rights over, under, above, and within the Easement Area, including without limitation the right to use the surface and subsurface of, and the air space above, the Easement Area, in all cases to the extent not inconsistent with the provisions of this Agreement, and otherwise in compliance with any required governmental approvals and all applicable laws. Essex covenants and agrees that it shall not use, or allow any other person or entity to use, the Easement Area in any way that would unreasonably interfere with the reserved rights of One India Street under this Agreement.

3. Covenant by Essex Regarding Landscape. Essex hereby covenants and agrees with One India Street that Essex will maintain, repair and replace, and shall maintain in a suitable condition, the planters and landscape elements to be located adjacent to the proposed building to be developed on the 20 Thames Street parcel, and shown on the Plan.

4. Conditions to Grants of Easements. A Party exercising its right to access the Easement Area to perform any work or other activity under this Agreement (other than routine or customary use, maintenance or care) shall be obligated to comply with the requirements set forth in this Section.

(i) The Party and/or its authorized personnel shall (a) provide not less than five (5) business days’ prior written notice to the other owner of any proposed entry onto the Easement Area, which notice shall contain a description of the work to be performed therein, the names of the authorized personnel who will be working within the Easement Area, and (b) deliver to the other owner a certificate of insurance evidencing that the Party has the insurance required to be carried under this agreement. Except in the event of an emergency, all access to the Easement Area for such work shall be limited to weekdays between the hours of 7:00 a.m. and 7:00 p.m.

(ii) Only authorized personnel may access the Easement Area on behalf of the Party undertaking work. For purposes of this Section, “authorized personnel” shall mean only authorized employees, engineers, technicians, or properly authorized contractors of such Party or persons under their direct supervision.

(iii) The Party undertaking the work shall take reasonable measures to ensure that access to any portion of the Easement Area by the such Party and/or its authorized personnel (i) shall not disturb any employees, tenants, licensees, guests, or other occupants of the other property and (ii) shall not cause substantial interference with the use and operation of the other property.

(iv) Any excavations by or on behalf of a Party permitted by this Agreement within the Easement Area shall be properly backfilled and the surface of the land included within the Easement Area shall be restored by such Party to as reasonably good condition as said surface was in immediately prior to such excavations.

(v) Access by the Party performing work pursuant to the rights created by this Agreement shall be at the sole cost and risk of such Party.

5. Construction of Pedestrian Walkway. Essex, at its sole cost and expense, shall be responsible for the construction of the initial improvements for a pedestrian walkway within the Easement Area in accordance with the **Easement Plan**. Essex will perform such work in conformity with an agreed upon set of construction plans, copies of which have been initialed by the Parties, as the same may be revised or amended. As part of its work, Essex will remove the existing asphalt sidewalk in India Street fronting 1 India, and replace such sidewalk with City-standard brick paver and re-landscape and provide lighting as are required for such public sidewalk area. Essex shall commence to undertake the initial construction and improvements herein not later than 2 years from the Effective Date of this Agreement. Once commenced, Essex will undertake to complete the Easement Area and India Street sidewalk improvements in a diligent manner and within a reasonable time given all of the circumstances existing at such time. Upon completion, One India Street will confirm in writing with Essex that such work has been performed in accordance with this Agreement.

6. Maintenance and Repair.

Upon the completion of construction described in the immediately preceding Section 5, One India Street, at its sole cost and expense (subject to reimbursement as provided herein), shall be responsible for the maintenance and repair of the Easement Area in conformity with all applicable laws and as otherwise may be necessary to preserve the Easement Area, which shall also include landscaping and removal of snow, ice and water, and resurfacing when and where necessary. All repairs and maintenance of the Easement Area shall be performed and in a good workmanlike manner as expeditiously as possible in order to avoid any unnecessary interruption of any service or inconvenience to the Parties or other parties benefitted by the Easement Area. All vendors and contractors engaged to perform any work required for the maintenance and repair of the Easement Area shall be engaged by One India Street, as One India Street shall reasonably determine, and all such costs and expenses shall be subject to reimbursement as hereafter provided by Essex. It is specifically understood and acknowledged that the respective owner(s) of 20 Thames, 5 India or 1 India shall be solely responsible for the maintenance, repair and/or replacement of any utilities installed in the Easement Area, and all costs thereof, which solely benefit the respective 20 Thames, 5 India or 1 India property.

Essex agrees to reimburse One India Street for fifty percent (50%) of all reasonable costs and expenses incurred by One India Street with respect to the repair, re-construction, replacement, and maintenance of the pedestrian walkway facilities located within the Easement Area. Essex shall make payments of the amounts specified in any invoices for any such costs or expenses delivered to Essex by One India Street within thirty (30) days following Essex's receipt of the same. Any amount due and not paid within such thirty (30) days period shall bear interest at a rate equal to two percent (2%) in excess of the "Prime Rate" as published in the Wall Street Journal (or a similar publication if such publication is no longer made) until paid.

In the event that One India Street fails to perform any such repair, re-construction, replacement, and maintenance within a reasonable period of time following its receipt of written notice from Essex specifying such failure (provided such failure was due to the neglect of Essex), then Essex may perform such repair, re-construction, replacement, and maintenance as are reasonably necessary upon at least ten (10) days advance written notice to One India Street. One India Street shall, provided the costs are as a result of the failure of One India Street to comply with its obligations hereunder, reimburse Essex for the reasonable costs incurred in performing such maintenance and/or repairs within thirty (30) days following Essex's written request for payment, which written request shall include copies of the invoice(s) for any such costs. Any amount due and not paid within such thirty (30) days period shall bear interest at a rate equal to two percent (2%) in excess of the "Prime Rate" as published in the Wall Street Journal (or a similar publication if such publication is no longer made) until paid.

7. Compliance with Laws. In exercising their rights hereunder, and in making use of the easements granted hereunder, Essex and One India Street shall comply with all laws, statutes, ordinances, regulations, rules and orders of all governmental bodies having jurisdiction and shall secure all permits.

8. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of the other Party, each of Essex and One India Street agrees to indemnify, defend, and hold harmless the other Party, and its officers, members, managers, shareholders, employees, agents, and representatives, from and against all liability, damages, costs, claims, and/or demands of any kind or character whatsoever which may be made against an indemnified Party as a result of, or arising out of, the death or bodily injury of any individual or any damage to property caused by the negligence or willful misconduct of the other Party, its employees, contractors, agents, representatives, tenants, or licensees, or their respective guests or invitees, in connection with the exercise of the easement rights granted under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. Each Party shall each maintain at its own expense a policy of comprehensive general liability insurance in which the other Party shall be named as an additional insured in connection with the exercise of the rights granted hereunder to such Party. The minimum limits of liability of such insurance shall be an aggregate combined single limit of \$1,000,000.00 for personal injury or property damage, or such higher limits as may reasonably be requested in writing and which would be customarily maintained for similar coverages. A certificate evidencing that such insurance is in place shall be provided prior to any work being commenced (effective upon the exercise of the easement rights granted hereunder) and such additional certificate shall be provided at least twenty (20) days prior to the expiration of the then existing policy. Each such certificate shall provide that such other Party shall be named as an additional insured thereunder.

10. Benefit. The easements and rights granted herein to Essex and One India Street shall be for the benefit of the owners and mortgagees from time to time of all or any portion of 20 Thames, 5 India and 1 India, respectively, and their respective successors and assigns, and for the tenants, lessees, licensees and lawful occupants of the respective properties to which such rights are granted.

11. Successors. As used herein, the terms "Essex" and "One India Street" shall include their respective successors and assigns, and successors in title where the context so permits, and the agreements contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and those claiming title to or interest in any of 20 Thames, 5 India or 1 India by, through or under any of them.

12. No Liability. If any owner of all of any portion of 20 Thames, 5 India or 1 India is an individual, corporation, trust or partnership, no such individual, no shareholder, officer or director of any such corporation, no partner, general or limited, of any such partnership, and no trustee or beneficiary or

shareholder of any such trust shall have any personal liability under this Agreement. Each such party (including mortgagees) shall be liable only during their respective periods of ownership.

13. No Merger. There shall be no merger of the rights, limitations or obligations created hereby with the fee title to any of the properties, notwithstanding that the properties are or may be owned or leased by the same person or persons or entities benefitted or burdened hereby.

14. No Waiver. Any failure by any Party to insist upon strict performance by any other Party of any of the obligations hereunder shall not be deemed to be a waiver of any of the obligations hereunder, and such Party shall have the right at any time thereafter to insist upon strict performance by the other Party of any and all such obligations. The failure of any Party to exercise any right or remedy hereunder shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

15. Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of this Agreement and the remaining provisions thereof shall be in no way affected, prejudiced or disturbed thereby.

16. Modifications. This Agreement and the terms hereof may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

17. Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Maine, and this Agreement is executed as a sealed instrument under Maine law.

Executed as a sealed instrument as of the Effective Date.

[Signature pages follow.]

ESSEX NORTH PORTLAND LLC

By: _____
Name: Ara S. Aftandilian
Its: Manager

STATE OF MAINE
_____ County

On _____, 2017, before me, the undersigned notary public, personally appeared Ara S. Aftandilian, Manager of Essex North Portland LLC, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Essex North LLC and in his stated capacity for said Essex North Portland LLC.

Notary Public
Print name:
Seal:

ONE INDIA STREET LLC

By: _____
Name:
Its:

STATE OF MAINE
_____ County

On _____, 2017, before me, the undersigned notary public, personally appeared [officer], duly authorized [office] of One India Street LLC, and acknowledged to me that she/he signed it voluntarily for its stated purpose and as the free act and deed of said company and in her/his stated capacity for said company.

Notary Public
Print name:
Seal:

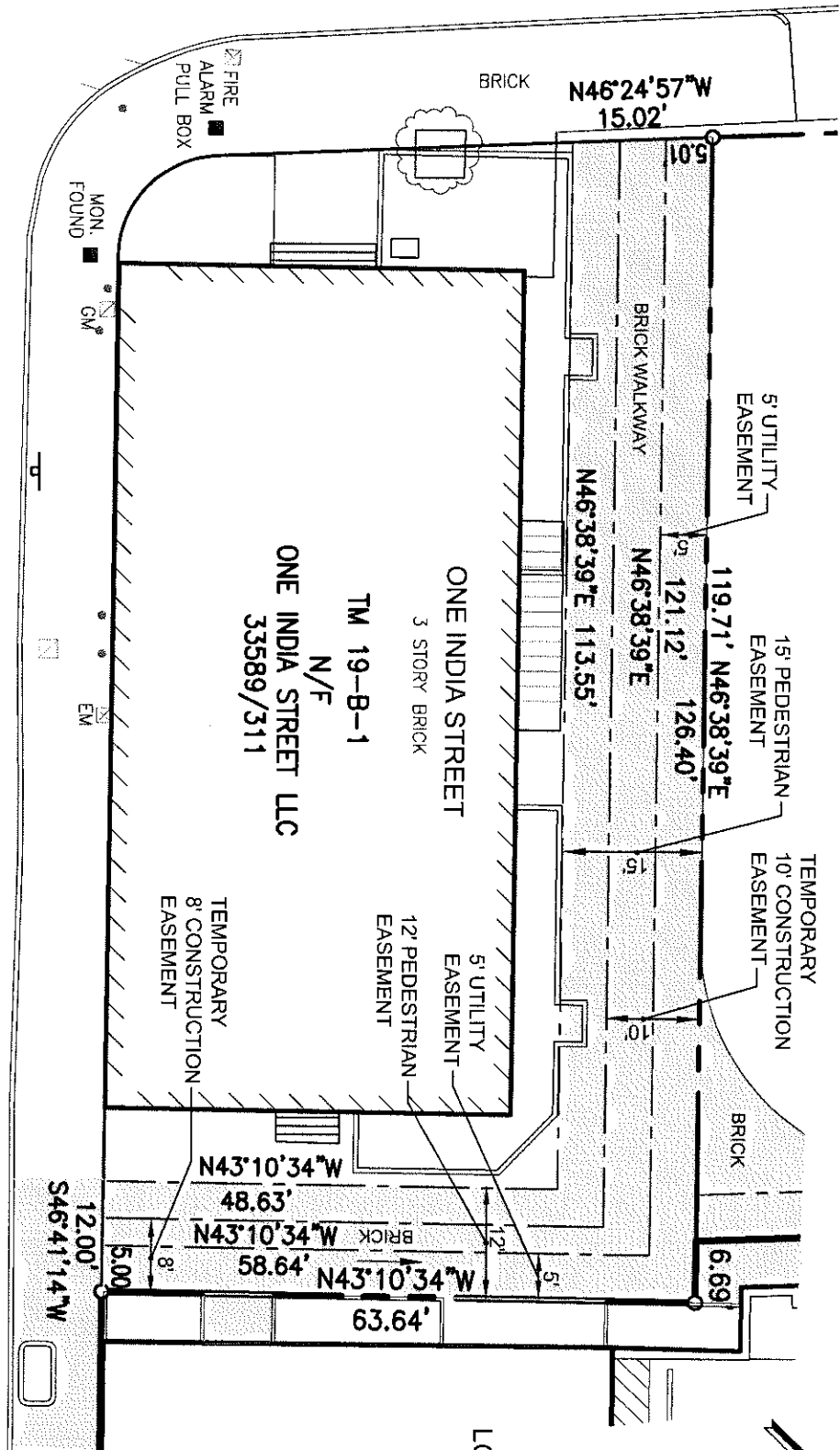
EXHIBIT A

Copy of Easement Plan

INDIA STREET

LOT #4

THAMES STREET



OWEN HASKELL, INC.
390 US ROUTE 1, UNIT 10
FALMOUTH, MAINE 04105
DATE: APRIL 2017
OHI JOB NO. 2015-021P

EASEMENT PLAN
20 THAMES ST., PORTLAND, ME
MADE FOR
ESSEXNORTH PORTLAND LLC

EXHIBIT A-1

Description of Easement Area

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

Beginning at a point on the northerly sideline of India Street at the southwesterly corner of land now or formerly of One India Street, LLC as described in deed book 33589 page 311;
Thence, N 46°38'39"E along the westerly line of said One India Street, LLC and land now or formerly of Portland Acquisition LLC as described in deed book 33254 page 357 a distance of 126.40 feet;
Thence, S43°10'34"E along land of said Portland Acquisition LLC 63.64 feet to the westerly sideline of Thames Street;
Thence, S46°41'14"W along the westerly sideline of said Thames Street 12.00 feet;
Thence, N43°10'34"W across land of said One India Street, LLC 48.63 feet;
Thence, S46°38'39"W across land of said One India Street, LLC 113.55 feet to the northerly sideline of India Street;
Thence, N46°24'57"W along the northerly sideline of said India Street 15.02 feet to land of said Portland Acquisition LLC and the point of beginning.

The parcel of land is 15 feet wide in some portions and 12 feet wide in other portions and is shown on the Easement Plan.

5' Wide Utility Easement

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

Beginning at a point on the northerly sideline of India Street at the southwesterly corner of land now or formerly of One India Street, LLC as described in deed book 33589 page 311;
Thence, N 46° 38'39"E along the westerly line of said One India Street, LLC and land now or formerly of Portland Acquisition LLC as described in deed book 33254 page 357 a distance of 126.40 feet;
Thence, S43°10'34"E along land of said Portland Acquisition LLC 63.64 feet to the westerly sideline of Thames Street;
Thence, S46°41'14"W along the westerly sideline of said Thames Street 5.00 feet;
Thence, N43°10'34"W across land of said One India Street, LLC 58.64 feet;
Thence, S46°38'39"W across land of said One India Street, LLC 121.12 feet to the northerly sideline of India Street;
Thence, N46°24'57"W along the northerly sideline of said India Street 5.01 feet to land of said Portland Acquisition LLC and the point of beginning.

Meaning and intending to describe a 5 foot wide strip of land along the common boundary line of One India Street LLC property, Lot#3 and Lot#4, and being shown on the Easement Plan.

P:\LEL\ESSEX NORTH\GSB Easement\5-5\Easement Agreement w GSB rev 5-4(2).docx

11. Requests for Waivers

Waiver Request 1:

Technical Manual Standard, Section 4.6 Street Trees

4.6.1. Residential Development: Multi-family residential: Multi-family residential developments shall provide a minimum of one tree per unit, planted in the City right of way unless otherwise approved and spaced thirty (30) to forty five (45) on center.

There are 28 proposed condominium units in the building which would require 28 street trees. There is not enough road frontage or other landscape areas large enough to plant the required trees. The project has proposed to plant 3 street trees to satisfy the retail development component of the project. Due to this fact it is requested that a waiver be granted for the full requirement of 1 street tree per unit. The applicant is open to contributing to the Tree Fund with a fee in lieu.

4.6.3. Commercial, industrial and institutional developments shall provide street trees thirty (30) to forty five (45) feet apart on center in the City right of way along all street frontages unless otherwise approved.

The Landscape Plan shows a total of 3 street trees in granite planters spaced approximately 45' on center. The 3 trees do a good job of defining the street frontage, complimenting the architecture, and providing human scale to the streetscape. The trees avoid utilities, building awnings, and other site encumbrances.



Att. O

30 Lisbon Street
PO Box 1407
Lewiston, Maine 04243
1.800.966.9172
androscogginbank.com

February 24, 2017

Ara Aftandilian
EssexNorth Portland LLC
P.O. Box 394
Topsfield, MA 01983

Re: 20 Thames Street, Portland, Maine

Dear Ara:

We have reviewed the information that you have provided for the residential condominium project proposed at 20 Thames Street within the planned Portland Gateway project. We are interested in continuing our discussions concerning Androscoggin Bank providing construction financing for this project. This, of course, would be subject to further review including full underwriting and formal approval by our Management Loan Committee and Board of Directors. We look forward to continuing the conversation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeremiah C. Deering'.

Jeremiah C. Deering
Vice President
Lead Commercial Lending Officer

13. Technical Capacity

The applicant has assembled a highly qualified team of professionals for the preparation of this project. All members of this team have significant experience with this type of project and many have worked together on other similar projects. The project is being designed by a multi-disciplinary team of design professionals. All members of the design team have proven experience working on projects located in the City of Portland.

The applicant is the same developer and the design team is mostly the same as for the AC Hotel (under construction) and the Residence Inn by Marriott on Fore Street that opened in 2009.

Portland Norwich Acquisition, LLC **Owner**

P.O. Box 1383
Sanibel, FL 33957

EssexNorth Portland LLC **Applicant/Developer**

P.O. Box 394
Topsfield, MA 01983
978-887-3640
Contact: Ara Aftandilian

Archetype Architects **Architect**

48 Union Wharf
Portland, ME 04101
207-772-6022
Contact: David Lloyd

Carroll Associates **Landscape Architect**

217 Commercial Street, Suite 200
Portland, ME 04101
207-772-1552
Contact: Pat Carroll / Matthew Phillips

Ransom Consulting Engineers **Consulting Engineer (Civil)**

400 Commercial Street, Suite 404
Portland, ME 04101
207-772-2891
Contact: Maureen McGlone

Gorrill-Palmer Consulting Engineers **Consulting Engineer (Traffic)**

15 Shaker Road
Gray Road, ME 04039
207-657-6910
Contact: Randy Dunton

Owen Haskell, Inc. **Surveyor**

390 US Route One, Unit 10
Falmouth, ME 04105
207-774-0424
Contact: John Swan

Jensen Baird Gardner Henry **Attorney**

10 Free Street
PO Box 4510
Portland, ME 04112-4510
207-775-7271
Contact: Lee Lowry

14. Construction Management

As discussed with Planning Staff during the permitting of the AC Hotel and similarly proposed for this project, a construction management plan will be better addressed when a contractor is involved and building plans are further developed. It is requested that this item be a Condition of Approval and submitted for City review prior to the issuance of a building permit or in advance of site work approval. See enclosed email to Planning outlining the above request.

Matt Phillips

From: Barry Stowe <barrys@opechee.com>
Sent: Wednesday, March 16, 2016 12:20 PM
To: Keith A Kelley
Cc: aa.summit@prodigy.net; mphillips@carroll-assoc.com; hcd@portlandmaine.gov
Subject: Planning Submission, AC Hotel

Hi Keith et al.

I spoke with Planning (specifically Nell Donaldson) regarding the construction management and fire/life safety plans. Planning understands these items will be better addressed when the contractor is involved and building plans are being developed. No need any waiver request or initial submittal. In the project narrative indicate a request for the fore mentioned plans to be required as conditions of approval prior to the issuance of a building permit or an advance site work approval. Also, this correspondence should be included in the AC Hotel submittal as confirmation Opechee understands these items will be required. Thanks

Best,

Barry Stowe

Opechee Construction Corporation
11 Corporate Dr | Belmont | NH 03220
P (603) 527-9090 | F (603) 527-9191

barrys@opechee.com | www.opechee.com



20 Thames Street - Construction Management Plan

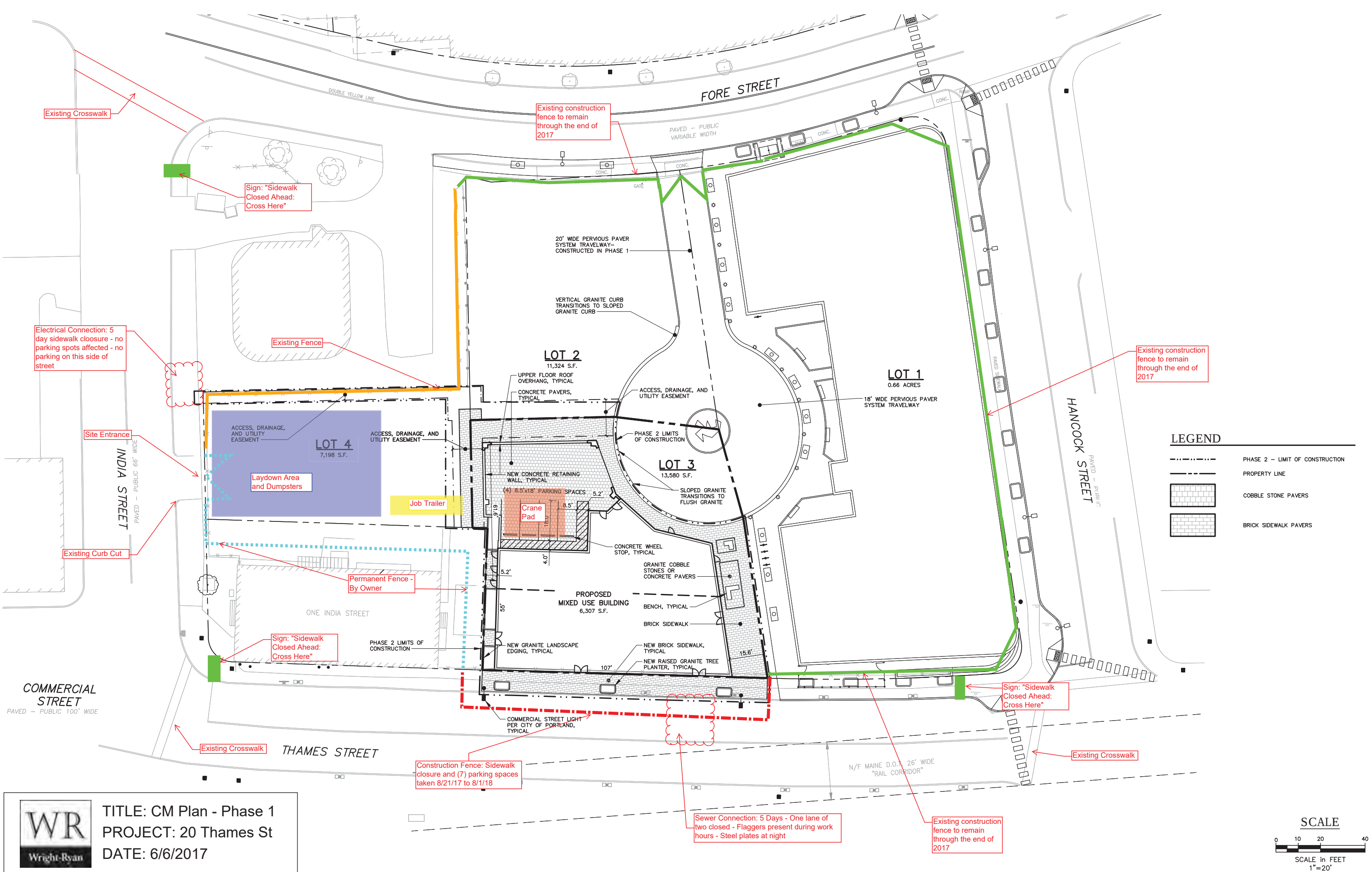
6-8-17

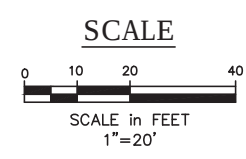
Prepared By Wright-Ryan Construction for the City of Portland Site Plan Approval

To be submitted by:

1. Wright-Ryan will create a primary construction entrance on India Street.
2. All erosion control will be handled by a qualified subcontractor, to be selected after bid process, and supervised by Wright-Ryan's Site Supervisor.
3. All temporary fencing will be maintained and erected within property lines but for sidewalk and utility work which will be protected by flaggers or jersey barriers and coordinated with the city of Portland.
4. Connections to site utilities on Thames Street and will require partial temporary street closures.
5. All excavation materials stockpiled on site will be properly contained with erosion control until removed from site.
6. All Street Closures and detours will be called into the city, police, fire/ems departments and school department one day prior to the work. All traffic control, detours and signage will be in accordance with city requirements. All closures and detours will take place between the hours of 7 AM to 5PM Monday through Friday and will be back open to two way traffic before and after those intervals. Sewer and traffic plans will be submitted for review.
7. As conditions change the site configuration will change as Wright-Ryan coordinates with the Owner and the adjacent properties.
8. All work shall comply with the MUTCD.
9. All temporary sidewalk/crosswalk facilities shall meet ADA requirements.
10. Quantity and size of on street parking spaces to be temporarily removed during construction – please refer to attached CM Plan for locations & Quantities.
11. Dust shall be kept to minimum. The site subcontractor shall spray water for dust control. If necessary Calcium Chloride can also be used
12. The hours of construction are 7:00 AM to 7:00 Pm. However, if it is necessary to perform construction activities outside these hours, the General Contractor shall request permission from the Dept. of Public
13. Knox Locks shall be installed on the gates to allow the Fire Dept. access to the site.
14. Sidewalk snow removal shall be the responsibility of the property owner along their street frontage.
15. Project deliveries shall not be scheduled during peak traffic times, unless unavoidable, MON THROUGH FRIDAY; 7-9AM AND 4-6PM.

Building Maine's Great Spaces







707 Sable Oaks Drive, Suite 30
South Portland, Maine 04106
207.772.2515

Trip Generation Evaluation
Gateway Master Plan Lot #3 – Portland, Maine
(JN 3271)

Date: February 27, 2017
Subject: Trip Generation Evaluation
20 Thames Street Residential Condominium
Lot #3 – Portland Gateway Project
To: Ara Aftandilian, EssexNorth Portland LLC
From: Randy Dunton / Emily Tynes, Gorrill Palmer

Introduction

The Portland Gateway project is a mixed use development that includes residential condominiums, ground floor retail space, office space, and residential rental units. The site is located off Fore Street, adjacent to the recently permitted AC Hotel in Portland, Maine. The Portland Gateway project is planned to include three buildings, on three separate lots, Lots #2, #3, and #4. Lot #1 is the recently permitted AC Hotel. The first of the remaining three lots to be developed is Lot #3, which is located at 20 Thames Street and is proposed to include either office space or retail space on the ground floor and 28 residential condominium units total on floors 2 through 6. The following is a summary of the methodology and results of the trip generation evaluation for Lot #3.

Methodology

To forecast the trip generation for Lot #3, Gorrill Palmer (GP) used the Institute of Transportation Engineers' publication, *Trip Generation*, Seventh Edition; Land Use Code (LUC) 230 – Residential Condominium/Townhouse, LUC 710 – General Office Building, and LUC 814 – Specialty Retail Center. Later versions of ITE's *Trip Generation* are available, but have not yet been accepted by the MaineDOT. Since this evaluation was done to determine if Lot #3 would require a MaineDOT Traffic Movement Permit (TMP), the Seventh Edition was used.

Results

The trip generation is based on 5,000 sf of either retail or office and 28 condominium units. The trip generation has been forecast for two options; Option 1 with 5,000 sf of office with 28 condominiums and Option 2 with 5,000 sf of retail with 28 condominiums. The following table summarizes the trip generation for Lot #3 for both options:



Trip Generation Summary

Land Use	Trip Generation				
	AM Adj St	PM Adj St	AM Gen	PM Gen	Sat Gen
Option 1					
Condominiums	12	15	12	15	13
Office	17	16	17	16	3
Total	29	31	29	31	16
Option 2					
Condominiums	12	15	12	15	13
Retail	4	14	34	25	19
Total	16	29	46	40	32

As shown in the table, for both options the trip generation is forecast to be less than the 99 trip end threshold to require a Traffic Movement Permit. It should be noted that this is a conservative trip generation because the actual size of the retail or office space is estimated to be approximately 4,675 sf as shown on the site plan, and the forecast trip generation has been based on 5,000 sf. to allow some buffer.

Conclusion

Since the forecast trip generation is less than 99 trip ends during a peak hour, a **TMP is not required for Lot #3** for either option. However, it should be noted that when determining the need for a TMP for Lot #2 and/or Lot #4, the traffic from Lot #3 must be included in the evaluation, regardless of if the site has been subdivided and there are separate owners.

JN:
Project Description:
Project Location:
Date:

3271
Portland Gateway
Portland, Maine
February 23, 2017

Gorill-Palmer Consulting Engineers, Inc.
707 Sable Oaks Drive
South Portland
Maine 04106

Residential Condominium/Townhouse
Land Use Code (LUC) 230

Dwelling Units: 28

Average Rate

Time Period	ITE Trip Rate	Sample Size	Trip Ends	Directional Split * IN OUT	Directional Distribution IN OUT	R ²
Weekday	T = 5.86 (X)	54	164	50% 50%	82 82	N/A
Peak Hour of Adjacent Street Traffic 7-9 AM	T = 0.44 (X)	59	12	15% 85%	2 10	N/A
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 0.52 (X)	62	15	65% 35%	10 5	N/A
AM Peak Hour of Generator	T = 0.44 (X)	52	12	20% 80%	2 10	N/A
PM Peak Hour of Generator	T = 0.52 (X)	50	15	65% 35%	10 5	N/A
Saturday	T = 5.67 (X)	30	159	50% 50%	80 79	N/A
Saturday Peak Hour of Gen.	T = 0.47 (X)	27	13	55% 45%	7 6	N/A

* Percentages rounded to nearest 5%

Fitted Curve Equation

Time Period	ITE Trip Rate	Sample Size	Trip Ends	Directional Split * IN OUT	Directional Distribution IN OUT	R ²
Weekday	$\ln(T) = 0.85 \ln(X) + 2.55$	54	218	50% 50%	109 109	0.83
Peak Hour of Adjacent Street Traffic 7-9 AM	$\ln(T) = 0.80 \ln(X) + 0.26$	59	19	15% 85%	3 16	0.76
Peak Hour of Adjacent Street Traffic 4-6 PM	$\ln(T) = 0.82 \ln(X) + 0.32$	62	21	65% 35%	14 7	0.80
AM Peak Hour of Generator	$\ln(T) = 0.82 \ln(X) + 0.17$	52	18	20% 80%	4 14	0.80
PM Peak Hour of Generator	$T = 0.34 (X) + 38.31$	50	48	65% 35%	31 17	0.83
Saturday	$T = 3.62 (X) + 427.93$	30	529	50% 50%	265 264	0.84
Saturday Peak Hour of Gen.	$T = 0.29 (X) + 42.63$	27	51	55% 45%	28 23	0.84

* Percentages rounded to nearest 5%

JN: 3271
 Project Description: Portland Gateway
 Project Location: Portland, Maine
 Date: February 23, 2017

Gorrill Palmer
 707 Sable Oaks Drive
 South Portland
 Maine 04106

**General Office Building
 Land Use Code (LUC) 710**

Square Feet 5,000

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	$\ln(T) = 0.77 \ln(X) + 3.65$	133	78	50%	50%	67	66	0.80
AM Peak Hour	$\ln(T) = 0.80 \ln(X) + 1.55$	17	217	90%	10%	15	2	0.83
PM Peak Hour	$T = 1.12 (X) + 78.81$	84	235	15%	85%	13	71	0.82
Saturday	$T = 2.14 (X) + 18.47$	29	17	50%	50%	15	14	0.66
Peak Hour of Generator	$\ln(T) = 0.81 \ln(X) - 0.12$	3	10	55%	45%	2	1	0.59

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	$T = 11.01 (X)$	55	78	50%	50%	28	27	---
AM Peak Hour	$T = 1.55 (X)$	8	217	90%	10%	7	1	---
PM Peak Hour	$T = 1.49 (X)$	7	235	15%	85%	1	6	---
Saturday	$T = 2.37 (X)$	12	17	50%	50%	6	6	---
Saturday Peak Hour of Gen.	$T = 0.41 (X)$	2	10	50%	50%	1	1	---

* Percentages rounded to nearest 5%

PM Peak Hour:	$T = 1.49/1.55$ (AM Peak)	16	15%	85%	2	14	0.82
---------------	---------------------------	----	-----	-----	---	----	------

JN:
Project Description:
Project Location:
Date:

3271
Portland Gateway
Portland, Maine
2/23/2017

Gorrill-Palmer Consulting Engineers, Inc.
707 Sable Oaks Drive
South Portland
Maine 04106

**Specialty Retail Center
Land Use Code (LUC) 814**

Gross Floor Area (ft²): 5,000

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 44.32 (X)	222	4	50%	50%	111	111	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.71 (X)	14	5	45%	55%	6	8	---
AM Peak Hour of Generator	T = 6.84 (X)	34	4	50%	50%	17	17	---
PM Peak Hour of Generator	T = 5.02 (X)	25	3	55%	45%	14	11	---
Saturday	T = 42.04 (X)	210	3	50%	50%	105	105	---
Saturday Peak Hour of Gen.***	---	---	---	---	---	---	---	---

AM Peak of Adjacent Street 7-9 AM*** T = 0.275 (PM Peak Hour)
Saturday Peak Hour*** T = 1.325 (PM Peak Hour)

60% 40% 2 2
50% 50% 10 9

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center

* Percentages rounded to nearest 5%

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R ²
				IN	OUT	IN	OUT	
Weekday	T = 42.78 (X) + 37.66	252	4	50%	50%	126	126	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.40 (X) + 21.48	33	5	45%	55%	15	18	0.98
AM Peak Hour of Generator	T = 4.91 (X) + 115.59	140	4	50%	50%	70	70	0.90
PM Peak Hour of Generator	---	---	---	---	---	---	---	---
Saturday	---	---	---	---	---	---	---	---
Saturday Peak Hour of Gen.	---	---	---	---	---	---	---	---

* Percentages rounded to nearest 5%
(---) Not Given

AM Peak of Adjacent Street 7-9 AM*** T = 0.275 (PM Peak Hour)
Saturday Peak Hour*** T = 1.325 (PM Peak Hour)

60% 40% 5 4
50% 50% 22 22

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center

***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

16. Significant Natural Features

The project site is a vacant, previously developed (former industrial rail-yard) urban site that largely consists of a gravel surface over fill material and marine clay. Much of the site was previously covered with a weedy type growth but now consists of a construction laydown and staging area. There are no significant plant species, communities, or specimens within the site.

There are no significant natural features on the site.

17. Stormwater

The existing site has been vacant for some time, but exists as a gravel site with several concrete pads at or close to the surface. The site was most recently used as a staging area for construction projects in the area completed within the last ten years. The site is relatively flat with general grade sloping from south to north. Surface stormwater currently sheds off of the property and enters into the separated storm drain system within Hancock and Thames Street. This system discharges to the ocean adjacent to the Ocean Gateway terminal building. While Chapter 500 redevelopment standards would indicate that new development of the site would not specifically require treatment of stormwater, the developer has chosen to provide permeable pavers with a filter system within the driveway and drop-off area. Storage of the stormwater would be provided below the filter system (R-Tank system is currently proposed). The treatment and storage systems are being shared with the adjacent development. The stormwater management was considered for the entirety of the block and was included and approved with the application for the AC Hotel.

18. City Master Plans

All portions of the proposed site plans have, to the best of our knowledge, been designed so to be consistent / compliant with City approved Master Plans including **“A Master Plan for Redevelopment of the Eastern Waterfront”** and with off premises infrastructure, including sewer and stormwater, streets, trails, pedestrian and bicycle network, environmental management or other public facilities.

19. Utility Capacity to Serve Letters

We have requested letters from the appropriate utility companies expressing their ability to serve the project, and will submit these to the City once received.

The following utilities will service the project:

<u>Utility</u>	<u>Provider</u>	<u>Location</u>
Water Service	Portland Water District	8" fire + 10"--> 6"water in <u>Thames Street</u>
Sanitary Sewer	City of Portland	12" line in <u>Thames Street</u>
Power	Central Maine Power	Underground from <u>India Street</u>
Telephone	Verizon	Underground from <u>India Street</u>
Cable	Time Warner Cable	Underground from <u>India Street</u>
Gas	Unitil	<u>Thames Street</u>

February 17, 2017

Project R151.06094

Central Maine Power Company
Distribution Department
83 Edison Drive
Augusta, ME 04336

RE: Electrical Capacity to Serve and Plan Review
Portland Gateway Condominium
20 Thames Street
Portland, Maine

To whom it may Concern:

Ransom Consulting, Inc. (Ransom), on behalf of our client, EssexNorth, LLC, is providing the enclosed plan for your review in regards to the company's capacity to serve this project. The building will include 28 condominium units on 5 floors and retail space on the first floor. It is anticipated that service will be provided off of India Street from a utility pole to a pad-mounted transformer in the interior of the property. The transformer is expected to include loading for a future residential building. This project was reviewed preliminarily by Paul DuPierre of CMP and is being reviewed by the City of Portland Planning Department. Your review, comments and notification of your capacity to serve would be greatly appreciated.

If you have any questions regarding this request, please feel free to call us at your earliest convenience.

Sincerely,

RANSOM CONSULTING, INC.



Maureen P. McGlone, P.E.
Project Manager

MPM:mpm
Attachments

February 17, 2017

Project R151.06094

Portland Water District
225 Douglass Street
PO Box 3553
Portland, ME 04104-3553

RE: Water Capacity to Serve and Plan Review
Portland Gateway Condominiums
20 Thames Street, Portland, Maine

To whom it may Concern:

Ransom Consulting, Inc. (Ransom), on behalf of our client, EssexNorth LLC, is providing the enclosed plan for your review in regards to the District's capacity to serve this project. The project includes the construction of a 6-story mixed use (retail and residential) structure at 20 Thames Street in Portland with an estimated water usage of 5,200 gallons per day. There is currently an 8-inch DI fire line and a 6-inch domestic water service from the 10" line in Thames Street that terminates at the property line and is available to service the property. The lines were initially installed in an anticipation of a previous project that did not move forward. The location of the proposed building in relation to the existing lines would limit the use to the 8-inch fire lane in a parent/child configuration with a 6-inch fire service and a 4-inch domestic service. The existing 6" domestic service off the Thames Street main would need to be abandoned. A proposed utility plan with details is attached.

If you have any questions regarding this request, please feel free to call us at your earliest convenience.

Sincerely,

RANSOM CONSULTING, INC.



Maureen P. McGlone, P.E.
Project Manager

February 17, 2017

Project R151.06094

Unitil Natural Gas
1075 Forest Ave
Portland, ME 04103

RE: Natural Gas Capacity to Serve and Plan Review
Portland Gateway Condominiums
20 Thames Street
Portland, Maine

To whom it may Concern:

Ransom Consulting, Inc. (Ransom), on behalf of our client, EssexNorth, LLC, is providing the enclosed plan for your review in regards to the company's capacity to serve this project. The building will be constructed as a condominium with 28 units (24 2-bedroom units; 4 1-bedroom units) and retail space on the bottom floor. An average usage rate of approximately 2750 MBH is estimated. It is anticipated that service will be provided from the main in Thames Street. This project is being reviewed by the City of Portland Planning Department. Your review, comments and notification of your capacity to serve would be greatly appreciated.

If you have any questions regarding this request, please feel free to call us at your earliest convenience.

Sincerely,

RANSOM CONSULTING, INC.



Maureen P. McGlone, P.E.
Project Manager

MPM:mpm
Attachments

20. Solid Waste

All retail and residential waste will be stored in appropriate trash/recycling containers internally in a trash room located on the northeast side of the building. These containers will be serviced by an independent solid waste contractor, on a regular basis, from the shared driveway.

All waste generated from the site preparation and general site work will be collected and sorted/separated on-site in containers and disposed of properly, off-site, by a private contractor.

All construction waste will be collected and sorted/separated on-site in containers and managed by the general contractor.

21. Fire Safety Plan and Code Summary

As discussed with Planning Staff during the permitting of the AC Hotel and similarly proposed for this project, a Fire Safety / Life Safety Plan will be better addressed when a contractor is involved and building plans are further developed. It is requested that this item be a Condition of Approval and submitted for City review prior to the issuance of a building permit or in advance of site work approvals. See enclosed email to Planning outlining the above.

Matt Phillips

From: Barry Stowe <barrys@opechee.com>
Sent: Wednesday, March 16, 2016 12:20 PM
To: Keith A Kelley
Cc: aa.summit@prodigy.net; mphillips@carroll-assoc.com; hcd@portlandmaine.gov
Subject: Planning Submission, AC Hotel

Hi Keith et al.

I spoke with Planning (specifically Nell Donaldson) regarding the construction management and fire/life safety plans. Planning understands these items will be better addressed when the contractor is involved and building plans are being developed. No need any waiver request or initial submittal. In the project narrative indicate a request for the fore mentioned plans to be required as conditions of approval prior to the issuance of a building permit or an advance site work approval. Also, this correspondence should be included in the AC Hotel submittal as confirmation Opechee understands these items will be required. Thanks

Best,

Barry Stowe

Opechee Construction Corporation
11 Corporate Dr | Belmont | NH 03220
P (603) 527-9090 | F (603) 527-9191

barrys@opechee.com | www.opechee.com

22. City Design Manual Standards

Design Standards contained within Site Plan Standards (Section 14-526) of the Land Use Ordinance and standards of the IS-FBC of the Zoning Ordinance apply to this project.

SECTION 14-526 – SITE PLAN STANDARDS

RESPONSE: To the best of our knowledge the proposed site plan adheres to the standards outlined in Section 14-526.

SECTION 14-275.1 - INDIA STREET FORM-BASED CODE ZONE

PURPOSE: The India Street Form-based Code is different than traditional zoning, placing the primary emphasis on a building's physical form and its relationship to the street, and de-emphasizing land use. The intent of the India Street Form-based Code zone is to establish a zoning district that encourages a vibrant, walkable, mixed-use, urban district, preserves and values the existing historic neighborhood fabric, and fosters and supports local businesses and residential areas. The components of a Form-Based Code include the Guiding Principles, REGULATING PLAN, Subdistricts, General Development Standards, Dimensional Requirements, BUILDING DESIGN STANDARDS, Diagrams, and Definitions. The goal of the India Street Form-based Code is the creation and preservation of an active and human-scale public realm and the reinforcement of existing neighborhood character through good street space design.

The goal of the India Street Form-based Code is the creation and preservation of an active and human-scale public realm and the reinforcement of existing neighborhood character through good street space design.

RESPONSE: To the best of our knowledge the proposed architecture and site plans adheres to the standards outlined in Section 14-275.1. The proposed site plan was designed with the above standards in mind. This mixed-use building is only the second component of many to occur on this block and furthers the goal of an active, human scaled, mixed use urban district.

23. HVAC Equipment

At this point in the building design process it is too early to have specific equipment selected. As the construction management company works through the building's design development and specific equipment (manufacturers and models) is specified cut sheets will be submitted to Staff for review and approval.

**REPORT ON SUBSURFACE EXPLORATIONS AND
GEOTECHNICAL ENGINEERING RECOMMENDATIONS
THE WATERMARK
PORTLAND, MAINE**

by

**Haley & Aldrich, Inc.
Portland, Maine**

for

**Riverwalk, LLC
Portland, Maine**

**File No. 30322-000
16 May 2007**

Haley & Aldrich
75 Washington Avenue
Suite 203
Portland, ME 04101-2617
Tel: 207.482.4600
Fax: 207.775.7666
HaleyAldrich.com



16 May 2007
File No. 30322-000

Riverwalk, LLC
2 Market Street, Suite 500
Portland, Maine 04101

Attention: Mr. Drew Swenson
Manager

Subject: Report on Subsurface Explorations and
Geotechnical Engineering Recommendations
THE WATERMARK
Portland, Maine

Ladies and Gentlemen:

This report summarizes our evaluation of subsurface explorations and provides our recommendations for geotechnical design and construction of the subject project located at India and Fore Streets in Portland, Maine. Our study was undertaken in accordance with our proposal dated 23 September 2005 and your subsequent authorization.

We have coordinated our work with the following project team members:

- | | | |
|---|------------------------------------|---------------------|
| ■ | Intercontinental Real Estate Corp. | Owner |
| ■ | Riverwalk, LLC | Owner |
| ■ | Gilbane Building Co. | General Contractor |
| ■ | The Architectural Team, Inc. | Architect |
| ■ | McNamara/Salvia, Inc. | Structural Engineer |
| ■ | Woodard & Curran | Civil Engineer |
| ■ | AHA Consulting Engineers | MEP Engineer |

SUMMARY

We recommend that the proposed structure be supported using a combination of precast prestressed concrete piles driven to bearing in/on the underlying bedrock and conventional spread footings bearing directly on a prepared and approved bedrock surface. We recommend that an underslab and perimeter foundation drainage system be installed beneath the below grade portion of the building and adjacent to the perimeter below grade foundation walls. We

also recommend that the lowest level floor slabs be designed as soil supported slabs-on-grade. A temporary excavation support system will be required to construct the below grade portion of the new structure.

To insure the recommendations stated herein are incorporated into the design as intended, we recommend that Haley & Aldrich be involved in preparing the geotechnical Contract Documents, reviewing geotechnical related submittals, and performing on-site monitoring of the geotechnical aspects of construction in the field on behalf of the Owner. Specific recommendations for foundation design and construction are presented below.

ELEVATION DATUM

The project elevation datum and elevations referenced herein are in feet and reference Portland City Datum (PCD). Portland City Datum relates to the National Geodetic Vertical Datum of 1929 (NGVD 29) as follows:

$$\text{Elevation in feet (PCD)} = \text{Elevation in ft (NGVD 29)} + 0.02 \text{ ft}$$

SITE LOCATION, EXISTING SITE CONDITIONS & PREVIOUS USE

The general location of the project site is shown on Figure 1, Project Locus. For the purposes of this report, we will refer to Fore Street as the west boundary, India Street as the south boundary, Hancock Street Extension the north boundary and Commercial Street Extension as the east boundary. A three-story brick building (Grand Trunk Building) is present in the southeast corner of the site, at the intersection of Commercial and India Streets. An existing wastewater pump station operated by the Portland Water District (PWD Pump Station) is located at the southwest corner of the site. The site is currently being used as a parking lot; the majority of which is gravel but with some exposed bituminous and concrete surfaces. Two single-story, prefabricated metal buildings were present in the southeast portion of the site, adjacent to the Grand Trunk Building, and were demolished in April 2007. The site is relatively flat with site grades ranging from El. 14 along Commercial Street Extension to El. 18 along India Street.

The parcel was previously occupied by the Canadian National Railways Grand Trunk Railway System and operated as such until the mid-1980s. During operation the parcel formerly housed a circular round house in the northwest portion of the site and a large passenger depot running parallel with the present Commercial Street Extension (circa 1886 through 1896) and later became a rail yard used for shipping (circa 1909 to 1980). Historical Sanborn Maps of the site are provided for informational purposes in Appendix E. Abandoned foundations from structures that formerly occupied the site will likely be encountered during construction. These potential obstructions may include, but are not limited to granite blocks, wood piles, concrete slabs, railroad rails, footings, pile caps and grade beams. Refer to subsequent sections of this

report for additional information.

PROPOSED DEVELOPMENT

Based on the current site development plans and details provided by The Architectural Team, Inc. (TAT) we understand that the development will include a six-story, above-grade structure comprised of both residential and retail space. The proposed building will contain one level of below grade parking. The main portion of the structure measures approximately 240 ft by 215 ft in plan dimension with a townhouse wing extending roughly 120 ft to the south, between the Grand Trunk Building and the PWD Pump Station.

The finished floor elevation (FFE) of the below grade parking level is currently planned at approximately El. 4. Vehicular access to the below grade parking area is planned at the southwest corner of the site, off of Fore Street, between column lines 8 and 9. Based on discussions with TAT the entrance ramp will consist of a structural slab (i.e., the ramp will not be constructed as a slab-on-grade supported by earth fill).

The FFE for the ground floor residential/retail space varies across the building footprint and is currently planned as follows: El. 15 along Commercial Street Extension and El. 17 along Fore Street with the difference being made up along Hancock Street Extension (location not yet determined). The proposed elevation of the inner courtyard area will be approximately El. 16. The first floor level of the townhouse wing also varies; El. 17 for the unit furthest from India Street, El. 17.5 for the next three units to the south and El. 18.8 for the unit closest to India Street.

Bay spacing varies throughout the building footprint but is typically on the order of 25 ft by 30 ft in plan dimension. Design column loads (axial compression) were provided by McNamara/Salvia, Inc. (MacSal) and range from 500 to 700 kips (1,000 lbs = 1 kip) for the interior columns and 250 kips in the courtyard area. Maximum column loads (axial compression) for the townhouse wing will be approximately 400 kips. Based on discussions with MacSal, it is our understanding that axial uplift loads at specific column locations are negligible and will be resisted using the dead weight of the footings/pile caps, and that maximum lateral column loads will be 100 kips, with a maximum total lateral load for the building equal to 1,000 kips.

SUBSURFACE EXPLORATIONS

General

Multiple subsurface exploration programs were undertaken in and around the area proposed for the subject project. Test borings were drilled in the vicinity of the site for design of the PWD Pump Station by Northern New England Test Boring Company of Portland, Maine in 1975.

Test borings were drilled at the site by Maine Test Borings, Inc. (MTB) of Brewer, Maine in 2005 and 2007 for design the subject project. Haley & Aldrich personnel were present to monitor the drilling (2005 and 2007) and to document the soil, rock and groundwater conditions encountered at each test boring location. Test boring locations are shown on Figure 2 and test boring logs are provided in Appendices A (1975) and B (2005 and 2007), respectively.

In general, soil samples were obtained by driving a 24-in. long, 1-3/8-in. inside diameter (ID) split-spoon sampler with a 140-lb weight dropped 30 in. The number of hammer blows required to advance the sampler for each 6-in. interval was recorded and is provided on the test boring logs. The SPT N-value is the total number of the hammer blows required to advance the sampler through the middle 12-in. of the 24-in. sampling interval and is referred to herein.

1975 Subsurface Explorations

Previous explorations were conducted as part of the PWD Pump Station project. A total of five test borings, designated B5-19 through B5-23, were advanced to depths ranging from 16.5 to 47.9 ft below ground surface (BGS). Three test borings (B5-19, B5-20 and B5-21A) were advanced between 9.4 and 15 ft into bedrock.

2005 and 2007 Subsurface Explorations

A preliminary phase subsurface exploration program was undertaken in October 2005 to define general subsurface conditions to allow for a preliminary assessment of foundation alternatives for the proposed commercial/retail building. A total of thirteen test borings, designated HA05-11 through HA05-23A, were advanced to depths ranging from 5 to 79 ft BGS.

In-situ vane shear tests were conducted within the glaciomarine clay deposit in test borings HA05-12, HA05-14 and HA05-15. Vane shear tests were performed to provide information on the shear strength and compressibility characteristics of the glaciomarine clay deposit at the site. Strength and compressibility characteristics of the deposit are discussed later in this report. In addition, two, 2-1/2 in. ID undisturbed tube samples were obtained from test borings HA05-11 and HA05-13. Results of the vane shear tests are summarized in Table II and can be found on the test boring logs provided in Appendix B.

Three groundwater observation wells were installed in completed boreholes HA05-11, HA05-14 and HA05-17 in order to facilitate monitoring of the groundwater levels. The three wells were screened in the near surface soils to determine the static water levels at the site.

Due to the extreme variability in subsurface conditions encountered across the site during the preliminary phase boring program, it was necessary to conduct a design phase subsurface exploration program. The primary purpose of this program was to help determine the likely

foundation conditions at specific column locations within the “transition zone” between shallow bedrock areas and thicker clay areas at the site. The program was undertaken in March 2007 and consisted of fourteen test borings, designated HA07-101 through HA07-113, that were drilled from depths ranging from 6.7 to 67.0 ft BGS. Test borings were advanced using steel casing, hollow stem augers or solid stem augers depending on the depth and purpose of each boring. Some test borings were advanced to refusal using a rod probe. This process consisted of driving a solid-stem, 2-in. diameter rod (with a 300-lb hammer dropping 18 in.), through the soil overburden to refusal at depth. Please note that only a few soil samples were collected (and SPT “N-values” recorded) during this program. Test boring HA07-101 was drilled approximately 8 ft into bedrock using a diamond tipped core barrel. The test borings were typically backfilled with the drill spoils upon completion.

In addition, one exploratory test pit was excavated at the northwest corner of the existing Grand Trunk Building to inspect the condition of the foundation wall and to determine the foundation type and bearing level. Detailed test pit sketches and photographs are provided in Appendix B.

SUBSURFACE CONDITIONS

Soil/Bedrock Conditions

The subsurface conditions encountered at the site consisted of the following geologic units presented in increasing depth below ground surface: bituminous concrete/portland cement concrete, miscellaneous fill, glaciomarine deposit (sand), organic deposit, glaciomarine deposit (clay), glaciomarine deposit (sand), glacial till and bedrock.

Bituminous Concrete/Portland Cement Concrete: A relatively thin layer of bituminous concrete and Portland cement concrete ranging from 1 to 5 in. thick was generally encountered at boring locations adjacent to Commercial Street Extension and in the central portion of the proposed building footprint. Additional concrete slabs are exposed at ground surface throughout the building footprint.

Miscellaneous Fill: The Portland waterfront has a long history of filling. Fill was encountered in each test boring at the site and generally ranged in thickness from 5 to 20 ft. The thickness of fill was typically less than 10 ft within the limits of the proposed townhouses (Column Lines 1 through 6) and within the limits of the residential/retail space (Column Lines 6 through 13) adjacent to the existing Grand Trunk Building. The thickness of fill generally increases to as much as about 20 ft to the west (Fore St.) and to the north (Hancock St. Ext.). Large obstructions were encountered within the fill at several test boring locations throughout the proposed building footprint (at locations shown on Figure 2; designated with “OB”). The material generally consisted of sand, gravel, brick and concrete fragments and miscellaneous construction rubble, and was medium dense to very dense with SPT N-values ranging from 2

to greater than 100 blows per foot (bpf). The majority of fill soils will be excavated during construction, assuming a finish floor elevation of El. 4 and a foundation bearing level of El. -1.5 in the below grade parking area.

Organic Deposit: Organic soil was encountered in test borings drilled in the central and northeastern portions of the site. The material was encountered at or below El. -4 and generally ranged in thickness from 4 to 6 ft. The deposit consisted of dark brown to gray, organic SILT (ML) and was typically soft to very stiff with SPT N-values ranging from 4 to 15 bpf. Where encountered, the deposit was typically overlain by a thin layer of glaciomarine sand. This material was most likely former harbor bottom sediment deposited prior to site filling.

Glaciomarine Deposit (clay): Glaciomarine clay was generally encountered in test borings drilled in the western and northern thirds of the building footprint. The deposit generally increases in thickness from south to north and east to west, and ranged between 23 and 44 ft thick. The upper 5 to 8 ft of the deposit consisted of olive gray lean CLAY (CL) and was typically medium stiff to very stiff with SPT N-values ranging from 9 to 23 bpf (referred to herein as the clay "crust"). The remainder of the deposit consisted of very soft to stiff, gray lean CLAY (CL) with SPT N-values ranging from weight of rods (WOR) to 9 bpf. The undrained shear strength of the clay typically ranged from 1,000 to 2,000 pounds per square foot (psf) in the clay crust, and from 400 to 1,000 psf in the clay below the crust.

Glaciomarine Deposit (sand):

Shallow deposits of glaciomarine sand were encountered in test borings generally in the central and northeast portions of the site. The deposit was typically encountered between El. 4.5 to El. -7 and ranged in thickness from 2 to 5 ft. Where encountered, the sand was underlain by the organic deposit. Deeper deposits of glaciomarine sand were encountered beneath glaciomarine clay sporadically across the site (in test borings HA05-12, HA05-13 and HA07-106). The deposit was encountered from El. -34 to El. -44 and ranged in thickness from 4 to 7 ft. The material consisted of either gray, silty SAND (SM) or poorly graded SAND (SP). The shallow deposit was typically medium dense to dense with SPT N-values ranging from 11 to in excess of 50 bpf, while the deeper deposit was generally loose to medium dense with SPT N-values ranging from 7 to 16 bpf.

Glacial Till: Glacial till was encountered beneath the glaciomarine clay and/or glaciomarine sand in test borings located in the north and northeastern portions of the building footprint. Where encountered, the elevation of the top of the deposit varied greatly from El. 1 to El. -38.5 and ranged in thickness from 1 ft to greater than 17 ft (HA05-13). The deposit was typically medium dense to very dense with SPT N-values ranging from 11 to greater than 50 bpf.

Bedrock: Bedrock was encountered and sampled at multiple test boring locations throughout the proposed building footprint. Within the limits of the townhouse wing the bedrock surface was generally encountered between El. 8.5 and El. 10.5, approximately 6 to 9 ft BGS. Within the limits of the proposed residential/retail space the bedrock surface varies significantly (see Figure 2 for top of rock elevations in each boring at the site). For example, along S-line the bedrock surface slopes down from south to north from El. 8 at the Grand Trunk Building to El. -59 at Hancock St. Extension (see Figure 4). In general, the bedrock surface drops steeply to the north between column lines 20 and 23. Along 8-line, the bedrock surface drops from east to west from El. 6.4 at G-line to El. -18 at C-line (see Figure 5).

The encountered bedrock is described as hard to moderately hard, fresh to slightly weathered SCHIST. Rock quality designation (RQD) is a common parameter that is used to aid in assessing the competency of sampled bedrock. RQD is defined as the sum of the lengths of pieces of recovered rock core greater than 4 in. in length, divided by the total length of the recovered rock core. RQD values for the bedrock encountered at the site typically ranged from between 50 and 75 percent and are shown on the test boring logs in Appendix B.

Subsurface profiles illustrating interpreted geologic conditions, determined from test boring data, were developed at several locations throughout the building footprint as follows:

- Figure 3 – Subsurface Profile A-A, between the PWD Pump Station and the Grand Trunk Building
- Figure 4 – Subsurface Profile B-B, along R-Line
- Figure 5 – Subsurface Profile C-C, along Column Line 8 between B-Line and G-Line

Groundwater Conditions

As previously mentioned, three groundwater monitoring wells were installed within the footprint of the proposed structure; one adjacent to Fore Street, one adjacent to India Street and one near the future intersection between Hancock and Commercial Streets. A summary of measured water levels is provided below.

Well Location (Test Boring No.)	Approximate Groundwater Levels
Adjacent to Fore Street (HA05-11)	El. 6.5 to El. 7.2
Intersection of Commercial & Hancock Street Extensions (HA05-14)	El. 4.7 to El. 6.3
Adjacent to India Street (HA05-17)	El. 4.3 to El. 5.3

Water levels were measured at times corresponding to local high and low tides to determine the tidal influence on the static groundwater levels at the site. Based on the measurements, it is our opinion that the water levels at the site are not substantially influenced by tidal fluctuations in Casco Bay. Please note that the elevations shown in the table above are approximate and

were determined based on interpolating between ground surface contours provided by Woodard & Curran.

Groundwater levels can be expected to fluctuate, subject to seasonal variation, precipitation, local soil conditions, topography, leakage into and out of sewers, storm drains and other below-grade structures, and other factors. Groundwater levels encountered during construction may differ from those observed in the test borings or observation wells. Observation well installation and groundwater monitoring reports are included in Appendix C.

LABORATORY TESTING

A laboratory testing program was undertaken to classify the in-situ fill soils in order to help assess its reuse potential during site development. The laboratory testing program consisted of five grain size analyses, as summarized below.

Test Boring (Sample No.)	Sample Depth	Percent Gravel	Percent Sand (course/med/fine)	Percent Fines ¹	USCS Classification
HA05-11 (S1)	0.0-2.0	15.0	64.0 (12.0/27.0/25.0)	21.0	SM
HA05-13 (S2 & S3)	2.0-6.0	29.0	62.0 (8.0/27.0/27.0)	9.0	SP-SM
HA05-14 (S2)	2.0-4.0	13.0	75.0 (8.0/39.0/28.0)	12.0	SP-SM
HA05-19 (S1 & S2)	0.5-4.5	15.0	76.0 (8.0/37.0/31.0)	9.0	SW-SM
HA05-21 (S2 & S3)	2.0-6.0	16.0	72.0 (11.0/35.0/26.0)	12.0	SP-SM

Note: ¹ refers to the percentage of soil particles finer than the No. 200 (0.075 mm) sieve

The results of the laboratory testing program are included in Appendix D. The potential for reusing these soils as common and/or compacted granular fill at the site is discussed in the Construction Considerations section of this report.

GEOTECHNICAL ENGINEERING RECOMMENDATIONS

This section, intended primarily for members of the design team responsible for design of the structures and preparation of contract documents, provides geotechnical recommendations for foundation design of the proposed structure. In general, design and construction of the proposed development should be completed in accordance with the requirements of the 2003 International Building Code (IBC). Recommendations provided herein refer to provisions in the IBC and relate to the subject project only.

Foundation Systems

Based on the proposed site development (basement FFE of El. 4, foundation bearing level of approximately El.-1.5 and design column loads provided by MacSal) foundation units will bear on bedrock or will extend through overburden soils, developing the required support in/on the underlying bedrock (depending on column location). Initial analyses were performed to assess the feasibility of supporting a portion of the building (area bound by 6-line and 20-line between A-line and E-line) with spread footings bearing on naturally deposited glaciomarine clay. Although technically feasible, Intercontinental preferred to support this portion of the building on piles to minimize the impact of potential differential settlement in the structural design of the building superstructure. As a result, we recommend that a combination of spread footings bearing on bedrock and end bearing piles be used to support the proposed structure. Both are discussed separately, below. A summary of recommended foundation support on a column by column basis is provided in Table III. We anticipate that approximately 45 percent of the columns will be supported using spread footing foundations. The anticipated transition between spread footings and pile foundations is shown graphically on Figure 2.

Footings

The townhouse wing and a portion of the residential/retail space that lies within "Foundation Design Zone A" (see Figure 2) will be supported by reinforced concrete footings bearing directly on competent bedrock. We recommend that the in-situ fill soils present within the townhouse wing, generally between G-line and N-line from 1-line to 6-line be over-excavated in order for the foundations to bear directly on bedrock. Based on the level of the bedrock encountered in this area, we estimate that the foundations for the townhouse wing will bear between El. 3 and El. 10.

Based on our discussions with MacSal and a proposed lowest level floor slab at El. 4 within the residential/retail portion of the building, it is our understanding that the footings would ideally bear at approximately El.-1.5. As a result, it will be necessary to remove up to 12 ft of bedrock to construct the footing foundations in the southeast portion of the basement footprint (generally bound by F-line and T-line between 6-line and 13-line).

Based on the condition of the bedrock encountered within "Foundation Design Zone A", we recommend that spread footing foundations be designed using an allowable bearing pressure equal to 30 tons per square foot (tsf) with a minimum footing width of 3 ft. We anticipate resulting elastic settlements will be less than ¼-in. Based on discussions with MacSal, we understand that this amount of settlement is acceptable.

Pile Foundations

It is our opinion, based on the subsurface conditions and the range in design loads, that a

variety of pile types (e.g., steel H-piles and precast, prestressed concrete (PPC) piles) are technically feasible. However, based on recent contractor bids for the adjacent Ocean Gateway Parking Garage project, we recommend that PPC piles be used for this project based on the current market economics. Recognizing that the cost of installation of the various pile types fluctuates, the final pile selection may change based on pile availability and economics at the time the project goes out to bid.

We recommend that columns within "Foundation Design Zone B" be supported on 100-ton capacity, 12-inch square, PPC piles driven to practicable refusal in/on the underlying bedrock. PPC piles should be designed in accordance with the IBC and current standards of the Joint Committee of AASHTO and the Precast/Prestressed Concrete Institute (PCI) using a minimum 5,000 psi compressive strength concrete. In addition, we recommend the piles be equipped with a 1 1/2-in. thick steel bottom plate and appropriate spiral steel reinforcement in the upper portion of the pile for seismic connection at the pile cap.

We anticipate that piles may advance up to 1 ft into the bedrock prior to achieving end bearing. Based on this, a proposed basement finish floor elevation of El. 4 and an average, assumed pile cut-off level equal to El. 0, pile lengths should vary between 20 and 70 ft. We anticipate that piles at columns J-19 and L-19 will be slightly shorter, on the order of 10 to 15 ft in length. Based on these pile lengths, we anticipate that some pile splicing will be needed for the piles installed in the northern portion of the building footprint, generally between column lines 20 and 23.

The piles should be installed to a minimum ultimate geotechnical capacity equal to the design capacity multiplied by 2.25 (225 tons). The installation/driving criterion for the piles is a function of pile hammer selected by the Contractor to install the piles. This criterion should be determined by the Contractor's engineer (using wave equation analysis; WEAP) and reviewed/approved by Haley & Aldrich prior to construction. The requirements of this analysis will be outlined in the pile specification. The installation/driving criterion provided by the Contractor will determine the number of hammer blows required to drive the pile over the final 6 in. of driving, which will result in the pile achieving the required minimum ultimate geotechnical capacity (2.25 x pile design capacity). If abrupt refusal is encountered, driving should be terminated when the pile penetration is less than 1/2-in. for 10 consecutive hammer blows.

It is our opinion that dynamic pile testing could be used in lieu of a static pile load test. Dynamic testing is more cost effective than static load testing, provides reliable pile capacity information and is accepted by the IBC. The dynamic testing will: 1.) verify that the pile ultimate capacity is achieved; 2.) confirm the bearing capacity value for rock used in the pile design; and 3.) confirm that the stresses in the pile do not exceed allowable limits during driving as specified by the IBC. We recommend that the Contractor monitor the installation of approximately 3 to 5 percent of the production piles (i.e., indicator piles) using the Case-Goble

Pile Driving Analyzer (PDA) equipment. In addition, CAPWAP analysis should be performed on a select number of the indicator piles installed during the PDA testing program. Use of dynamic testing alone will likely require approval from the City of Portland building official. Please note that installation of driven piles is a vibration and noise producing activity. If the potential vibration and noise caused by driving piles is not acceptable to City of Portland officials, then the use of alternative foundation units may become a more feasible option.

Frost Protection

Bottoms of exterior footings bearing on rock should be founded a minimum of 3 ft below the lowest adjacent ground surface exposed to freezing. Bottoms of interior footings in heated areas should be founded a minimum of 2 ft below the top of the adjacent floor slab. Based on the proposed site development, we anticipate that all exterior footings and pile caps will bear at depths greater than 3 ft below finished grade (10 to 20 ft typical).

Ground Floor Slab

We recommend that the ground floor slab for the townhouse wing and the below grade parking level in the residential/retail portion of the structure both be designed as a soil-supported, concrete slab-on-grade. The ground floor slab for the townhouse wing should bear on a minimum of 12 in. of compacted granular fill (CGF). We recommend that the slab for the below grade parking level bear directly on crushed stone placed as part of the underslab drainage system (see below). All previous construction debris (e.g., foundation walls, slabs, footings and underground utilities) should be removed from within the building limits prior to construction.

Resistance of Lateral Building Loads

We recommend that structure lateral loads (maximum 1,000 kips) be resisted by passive earth pressures acting against foundation walls, footings, pile caps and grade beams. The net passive resistance (passive minus active) provided by the fill surrounding foundation walls, grade beams and pile caps can be calculated using an equivalent fluid weight (triangular distribution) of 300 pounds per cubic foot (pcf). This value assumes that granular backfill is free-draining and is placed and compacted in lifts. If the backfill is not systematically compacted, an equivalent fluid unit weight of 250 pcf should be used. The top of the assumed passive zone should be 1 ft below the ground surface unless it is confined by a slab or bituminous concrete.

As discussed with MacSal, we anticipate that passive earth pressures acting on the below grade portions of foundation walls will be adequate to provide resistance for the design maximum building lateral loading condition (1,000 kips). A minimum factor of safety for sliding equal to 2.0 should be achieved for resistance of permanent lateral loads.

Lateral Earth Pressures on Below-Grade Foundation Walls

We recommend that exterior below-grade foundation walls retaining soil on one side and restrained at the top should be designed for static lateral earth pressures using an equivalent fluid unit weight of 60 pcf. Cantilever walls (i.e., walls that are free to rotate at the top) should be designed using an equivalent fluid unit weight of 40 pcf. These fluid weights assume a free-draining granular backfill is placed adjacent to the wall (with moist unit weight equal to 120 pcf) and that a perimeter foundation drain system is installed as recommended herein (i.e., no unbalanced hydrostatic pressures exist; “drained condition”). In particular, we anticipate that below grade portions of foundation walls will need to be designed to permanently resist lateral earth pressures up to approximately El. 18.

Seismic Design Considerations

We recommend that the structure be designed in accordance with the seismic requirements of the latest edition of the IBC as outlined below. Due to the nature and thickness of overburden soils and the depth to bedrock specifically in the northern and eastern portions of the site, we recommend the site be considered “Site Class D”. In addition, we recommend the following values be used by MacSal to determine the design spectral response acceleration parameters (S_{DS} and S_{D1}) and to calculate the base shear for purposes of seismic design.

- Mapped Spectral Response Accelerations for Short Periods: $S_s = 0.368\text{ g}$
- Mapped Spectral Response Accelerations for 1-second Periods: $S_1 = 0.098\text{ g}$
- Site Coefficient for Short Periods: $F_a = 1.506$
- Site Coefficient for 1-second Periods: $F_v = 2.40$

Please note that “g” refers to acceleration due to gravity.

We do not consider the soils present at this site to be liquefaction susceptible.

Foundation Drainage System

Due the proximity of the static groundwater levels (El. 5 to El. 7) to the anticipated level of the basement floor slab (El. 4), we recommend that a foundation drainage system be installed to protect the slab from hydrostatic pressures and groundwater infiltration.

The system should include underslab drains installed below the level of the lowest level floor slab in the basement area. The system should consist of non-woven filter fabric placed on the prepared, approved rock/soil subgrade, a minimum 12 in. thick layer of ¾-in. crushed stone placed above the fabric, with a network of 4 in. diameter perforated PVC or corrugated HDPE drain pipe (laid flat) embedded mid-height in the crushed stone layer. We estimate that the invert of the pipes would be approximately 12 in. below the finish floor elevation (estimated

El. 3).

The system should also include perimeter drains installed along the backfilled (exterior) side of below-grade building foundation walls where the interior floor level is below the exterior finished grades (likely along Commercial Street Extension, Hancock Street Extension, Fore Street and along 6-line). The drain should consist of a 4-in. diameter continuous perforated PVC or HDPE drain pipe (laid flat), surrounded by a minimum of 6-in. of $\frac{3}{4}$ -in. crushed stone and a non-woven, 4-oz. filter/separation fabric, placed outside of the foundation wall. Pipe perforations should be oriented downward. The invert of the drain pipe should be positioned above the bearing level of footings/pile caps/grade beams, and at least 12 in. below the adjacent floor slab surface. Per the requirements of the IBC, the perimeter drain (including the pipe, crushed stone and filter fabric) should extend a minimum of 12 in. beyond the outside edge of the footing/pile cap. We recommend that free draining granular backfill be placed within the space between the outside of the foundation walls and the temporary support of excavation system.

Ideally, perimeter and underslab drain pipes should be installed at roughly the same invert elevation. The underslab and perimeter drain pipes should be connected by constructing "wall-through" or "box-out" penetrations at discrete locations in the foundation wall. It will be necessary to install sump pit(s) with pumps to discharge the effluent from the system to the local storm drain system. Based on our groundwater seepage estimates, the pumps should be capable of pumping 20 gallons per minute (gpm). We have discussed this magnitude of seepage with AHA, and they will design their pump systems to accommodate this anticipated flow (likely using 50 gpm capacity pumps). The sump pit should be equipped with dual pumps with alternating cycles, and a back up power system. The sump pit could be constructed either inside the building, or outside of the building adjacent to the foundation wall.

Pipe cleanouts should be provided at system corners (for both perimeter and underslab drain piping) to allow for future maintenance.

As an additional measure, surface runoff should be directed away from the building. In general, the finished ground surface immediately around the building should be sloped downward away from the structure to divert surface runoff. To limit surface water infiltration into the drainage system, it is recommended that the upper 8 in. of backfill within 10 ft of the building, in unpaved areas, consist of topsoil or other soil having low permeability.

We will provide a foundation drainage plan along with the appropriate drain system details for inclusion in the contract documents once the location and elevations of the footings, pile caps, grade beams, and below slab utilities are finalized. The location and invert level of the drains, pipe cleanouts, wall through penetrations and connection to the storm drain system will be coordinated with AHA, MacSal and Woodard & Curran.

Dampproofing/Waterproofing

Waterproofing of walls and floor slabs for the below-grade portions of the building above the invert level of the foundation drain system is not needed.

In general, we recommend that dampproofing and insulation be placed on the outside face of foundation walls where the adjacent interior space is below the level of the exterior ground surface, in accordance with the IBC Code.

The base slab of the elevator pit(s) (top of slab at El. 0) should either be designed to resist hydrostatic uplift loads based on a groundwater level at El. 4, or should be permanently drained. If the slab is designed to resist uplift loads, we recommend that the walls and slab for the elevator pit(s) be waterproofed. If the slab is not designed to resist uplift loads, an underslab drainage system should be constructed beneath the pit slab(s). The system should consist of a minimum of 6 in. of crushed stone placed over a separation geotextile fabric (e.g., Mirafi 140N). The drain system should provide a discharge outlet for the water collected in the system (e.g., connection to the storm drain system or a sump inside/outside the building).

Based on the anticipated use of the below grade space, we do not consider the installation of vapor barriers necessary below the lowest level floor slab in the garage area.

Sidewalks

Brick sidewalks proposed around the exterior of the buildings should be supported on a minimum of 1.5 ft of CGF. The surficial fill soils at the site are considered to be moderately frost susceptible. The purpose of placing free-draining granular soil below the sidewalks is to help control the potential for frost induced post-construction differential heaving and cracking.

CONSTRUCTION CONSIDERATIONS

The primary purpose of this section is to comment on items related to excavation, earthwork, foundation installation, dewatering and related geotechnical aspects of proposed construction. This section is written primarily for the geotechnical engineer having responsibility for preparation of geotechnical related plans and specifications. Prospective contractors should evaluate the potential for construction problems on the basis of their own knowledge and experience in the Portland, Maine area, and on the basis of similar projects in other localities, taking into account their proposed construction methods, procedures, equipment and personnel.

Please note that the construction considerations provided below relate to the subject project only.

Demolition

Two single story, prefabricated metal buildings were present in the southeast portion of the site, adjacent to the Grand Trunk Building. The structures were demolished as part of the Ocean Gateway Parking Garage construction (by MC Hall). Gravel, bituminous and concrete is exposed at ground surface on the remainder of the site. We recommend that this material is removed prior to construction. Large obstructions were encountered within the fill at several test boring locations throughout the proposed building footprint (at locations shown on Figure 2). Additional information will be provided in the Contract Documents.

Temporary Excavation Support System

Based on the anticipated elevation of the bottom of footings and pile caps/grade beams within the below grade portion of the building (approximately El. -1.5), existing site grades adjacent to the proposed basement excavation and the proximity of the property lines relative to the location of the proposed basement area, an excavation support system will be required to construct the below grade portion of the proposed building. Based on subsurface soil, rock and groundwater conditions at the site, we anticipate that the most cost effective excavation support system will consist of the following:

Excavation Support System Location	Approx. System Length (lf)	Approx. Max. Height of Retained Soil (ft)	Anticipated Excavation Support System
from N-2 to G-1 and from G-1 to G-5	160	15	permanent drilled-in soldier piles and lagging
from G-5 to G-6 and from G-6 to D-6	85	20	temporary drilled-in soldier piles and lagging
from D-6 to B-6 and from B-6 to A-23	265	20	temporary steel sheetpiling
from A-23 to T-23	250	20	temporary steel sheetpiling
from T-23 to U-20 and from U-20 and R-20	120	20	temporary steel sheetpiling
from R-20 to R-10 and from R-10 to T-10	140	NA	open cut; sloped excavation
from T-10 to T-7	65	10*	temporary drilled-in soldier piles and lagging
from T-7 to M-7, M-7 to M-6, and M-6 to G-6	110	NA	open cut; sloped excavation

Note: * approximately 10 to 15 ft of bedrock will need to be removed in this area below the bottom of the soldier pile and lagging wall.

Please note that the maximum height of retained soil shown above is based on footings, pile caps/grade beams bearing at El. -1.5. Also note that anticipated support of excavation system assumes no disturbance to the new sidewalk areas adjacent to Hancock and Commercial Street Extensions.

Based on discussions between the project team and PWD, permanent support of excavation will be required along G-line (east of the PWD property line) and along 1-line (adjacent to India Street) in order to prevent potential damage to the townhouse wing as a result of future maintenance/upgrade work by PWD on the 33-in. force main. We anticipate that support of excavation systems retaining greater than 15 ft of soil will require internal bracing. The steel sheeting system will aid in cutting off lateral groundwater flow into the excavation. The excavation support system will be designed by the Contractor's engineer as part of the submittal process based on the design requirements outlined in the project specifications.

Please note that Northeast Utilities will be performing vacuum excavation to determine the as-built location and invert elevations of the existing 4 in. diameter that runs along Fore Street adjacent to the western edge of the proposed building. Proper protection/support of this line during construction will be addressed once the vacuum excavation is completed and the results published. We anticipate that this field work will be completed by the end of May 2007.

Excavation

Soil

Excavation will be required for general site grading, and for construction of the building foundations, elevator pits, and underground utilities. We anticipate that excavation of as much as 20 ft BGS will be required to reach the proposed foundation bearing level in the below grade portion of the building.

Based on the proposed site development, we anticipate that between 7 and 14 ft of fill will need to be excavated within the townhouse footprint so that the footings can be supported directly on the underlying bedrock.

We expect that excavation of the in-situ soils (mostly fill and marine deposits) can be accomplished using normal earth-moving equipment. Obstructions will likely be encountered during excavation in the in-situ fill soils. The nature and extent of underground obstructions will likely not become apparent until excavation begins. We recommend that the contract documents require the contractor to include a contingency/line item for obstruction removal in their earthwork bid.

Prior to placing fill within the footprint of the new building, we recommend that all topsoil, debris and organic matter encountered at the subgrade level be removed.

Bedrock

Based on the anticipated bearing level of the spread footings (El. -1.5), we anticipate that up to 12 ft of bedrock will need to be removed in order to construct the foundations in the southeast

portion of the basement area (see Table III). The area requiring bedrock removal is generally bound by F-line and T-line between 6-line and 12-line.

Based on our review of the bedrock encountered in the test borings and our experience with similar bedrock types in the Portland area, we anticipate that approximately 4,000 cubic yards of bedrock (in-place volume) will have to be removed using controlled drilling/blasting techniques in lieu of the conventional equipment (hoe-ramming).

We recommend that a pre-construction survey of the existing PWD Pump Station be completed prior to the start of construction. The purpose of the survey is to inspect the site area and existing adjacent buildings in order to identify potentially vibration sensitive structures, equipment and/or utilities. The survey will also aid in determining limiting vibration criteria that should be established to protect the existing structures, equipment and/or utilities. A geotechnical instrumentation program consisting of crack gages, vertical monitoring points and seismographs may be warranted to monitor the existing structures, equipment and/or adjacent utilities during construction.

Dewatering

Based on recently measured groundwater levels at the site, we anticipate that dewatering during construction of the basement area, including excavation for footings, pile caps, grade beams and elevator pits, will be required. We anticipate that partial use of a steel sheetpile support of excavation system will cutoff the majority of lateral groundwater flow into the excavation. As a result, we expect that dewatering could be performed using open sumps and temporary ditches within the excavation. Sumps should be provided with filters suitable to prevent pumping of fine grained soil particles. Rainwater or snowmelt should be directed away from exposed soil bearing surfaces.

Dewatering and discharge of dewatering effluent should be performed in accordance with all applicable local, state and federal regulations. Dewatering discharge should be recharged on site if possible. However, due to the size of the site and the relatively shallow depth to water, we anticipate that on-site recharge will not be feasible and that dewatering discharge will need to be directed to the local storm drain system. Sedimentation tanks and other treatment methods may be required for legal disposal of the effluent into the storm drain system.

Pile Load Testing Program

We anticipate that the PCC piles will be driven to practicable refusal in/on bedrock. Therefore, we believe that dynamic testing can be used and implemented in lieu of a static load test. A minimum of 3 to 5 percent of the total number of piles should be pre-selected for monitoring during installation with a pile driving analyzer (PDA) to evaluate hammer system efficiencies, driving stresses in the pile and pile capacities. The selected piles should be allowed to stand a minimum of 24 hours after completion of initial driving and should then be

re-driven (restrike) while being monitored with the PDA to assess the set-up/relaxation characteristics of the rock. If the results of a PDA/CAPWAP analysis show that the minimum safety factor of 2.25 has been achieved using the driving criteria established by the WEAP analysis, then this driving criteria would be used to install the remainder of the production piles without the use of PDA, and would be considered sufficient "evidence" that the piles have developed the required design capacity. The indicator piles should be driven at production pile locations prior to the production driving in order to assist with establishing pile lengths. Additional construction considerations relative to pile installation, including driving criteria will be included in the pile specification.

Pile Installation

We anticipate that the site will be initially cut down and that the majority of the piles will be installed from a prepared working surface approximately 15 to 20 ft BGS (approximately El. -2). The contractor will be responsible for stabilizing the soil subgrade and establishing a adequate working surface for pile installation (e.g., placing a lift of crushed stone).

It is possible that obstructions (i.e., boulders) could be encountered in the naturally deposited glacial till soils during pile installation.

Full-time monitoring of pile installation should be performed by a geotechnical engineer in accordance with the requirements of the IBC code.

As previously stated, pile driving is a noise and vibration inducing activity. We recommend that seismographs be used to monitor vibrations and noise levels during pile driving and other vibration inducing activities (e.g., controlled drilling and blasting, hoe-ramming etc.).

Preparation and Protection of Bearing Surfaces

In general, exposed subgrades should be examined in the field by a qualified geotechnical engineer to verify foundation bearing conditions. It may be necessary to over-excavate weak, disturbed or otherwise unacceptable soils (topsoil, debris and organic) using crushed stone, compacted granular fill (CGF) or concrete mudmats.

Footings

Footings supporting the townhouse wing and a portion of the residential/retail space will bear on bedrock (see Figure 2, "Foundation Design Zone A"). After final excavation to competent bedrock, the exposed rock surface should be cleaned to remove any loose fragments or any exposed weathered zones before concrete is poured for the footings. The bedrock surface should be observed in the field by a qualified geotechnical engineer to confirm the assumed

foundation bearing conditions. Once the bearing surface has been properly cleaned and inspected, the foundation can be constructed.

The proposed foundation subgrade surfaces within the limits of residential/retail space should be relatively level. If the rock surface exposed within the limits of a foundation is steeper than 6 ft horizontal to 1 ft vertical (6H:1V), the rock surface should be benched or tapered to create a level bearing surface. Lean concrete may be used to backfill locally depressed areas if necessary. The lean concrete should have a minimum compressive strength of 2,000 psi.

Pile Caps/Grade Beams/Lowest Level Basement Slab

Assuming that the basement area will be excavated to approximately El. -2, we anticipate that in-situ fill and/or glaciomarine soils (clay or sand) will be present at subgrade level within about half the building footprint, specifically beneath the northern and western portions of the basement area (rock in the other areas). In general, we recommend that excavations be conducted in a manner that minimizes disturbance to the subgrade soils when excavating to bearing level. The following guidelines are recommended to protect subgrade soils:

- Make final excavations into natural bearing soils using smooth-bladed equipment to limit disturbance.
- Prevent water from accumulating on soil surfaces to reduce the possibility of soil disturbance. All filling and concreting of slabs, pile caps/grade beams and footings should be performed in-the-dry. Subgrades that become disturbed due to water infiltration should be re-excavated and stabilized. Subgrade stabilization is the responsibility of the Contractor; stabilization methods could include placement of a 2 to 3-in. thick lean concrete mud-mat or layer of crushed stone over approved subgrade.
- Do not permit temporary drainage trenches or other dewatering facilities to extend below the bearing level near pile caps/grade beams.
- Granular subgrade surfaces should be proofrolled with a self-propelled static roller or heavy hand-guided vibratory compactor until firm prior to placement of fill. To minimize disturbance, we recommend that glaciomarine soils (particularly clay) exposed at subgrade level not be proofrolled.
- To the extent possible, limit equipment traffic across the exposed soil bearing surfaces.

Filling and Backfilling

Placement and compaction of fills should not be conducted when air temperatures are low enough (approximately 30 degrees F., or below) to cause freezing of the moisture in the fill during or before placement. Fill materials should not be placed on snow, ice or uncompacted frozen soil. Compacted fill should not be placed on frozen soil. No fill should be allowed to freeze prior to compaction. At the end of each day's operations, the last lift of fill, after

compaction, should be rolled by a smooth-wheeled roller to eliminate ridges of uncompacted soil.

Compacted Granular Fill

Compacted granular fill (CGF) should be placed after overexcavation down to top of rock beneath the townhouse wing, adjacent to pile caps and grade beams, beneath sidewalks and adjacent to foundation walls. We recommend this material consist of mineral bank-run sand and gravel, free of organic material, snow, ice, or other unsuitable materials. Additionally, the material should conform to the following gradation requirements:

Sieve Size	Percent Finer by Weight
6 in. ¹	100
No. 4	30-80
No. 40	10-50
No. 200	0-8

¹ - Cobbles or boulders having a size exceeding 2/3 of the loose lift Thickness should be removed prior to compaction.

Other materials could be acceptable for use as CGF. We recommend this be evaluated by the geotechnical engineer on a case-by-case basis.

In open areas, CGF should be placed in lift thicknesses not exceeding 12 in. loose measure (prior to compaction) and compacted using self-propelled vibratory rollers such as a BoMag BW-60S. In confined areas, CGF should be placed in lift thickness not exceeding 9 in. and compacted using as a large vibratory plate compactor or equivalent. A minimum of four systematic passes of the compaction equipment should be used to compact each lift.

Common Fill

Common fill should consist of mineral sandy soil, free from organic matter, plastic, metal, wood, ice, snow or other deleterious material and should have the characteristic that it can be readily placed and compacted. Common fill imported to the site should conform to the following gradation requirements:

Sieve Size	Percent Finer by Weight
No. 40	0-80
No. 200	0-30

The largest particle size for common fill should not exceed 6 in. Silty common fill soils may require moisture control during placement and compaction. Common fill should be placed in maximum 12 in. thick loose lifts using compaction equipment as described above for CGF.

Reuse of Excavated On-Site Soils for Backfill

In-Situ Fill Material

Based on visual inspection of the fill samples and the results of laboratory grain size tests (see Appendix D), we believe that the in-situ fill soils are suitable for reuse as common fill in landscaped areas and could be reused as CGF adjacent to pile caps and grade beams, beneath sidewalks or adjacent to foundation walls. The in-situ fill soils could also be used as CGF to raise grades beneath the townhouse wing (outside the ZOI of the footings). Confirmation on the suitability of the excavated fill soils for reuse as common fill or CGF should be made in the field based on the following information: 1.) visual inspection of the soils once they are excavated and stockpiled; and 2.) the results of additional laboratory testing on the stockpiled soil (grain size and compaction). In-situ fill soils will likely need to be processed using a mechanical screen to eliminate oversize material, organic material, refuse and debris. This material should be able to achieve the minimum compaction requirements outlined below. It is possible that some of the excavated in-situ fill material may not be acceptable for reuse as common fill.

Glaciomarine Soils

Glaciomarine sand and clay soils excavated during construction are not considered suitable for reuse as CGF. These materials may be used as common fill in landscaped areas if they can be placed and compacted adequately as stated herein.

Bedrock

Rock generated from the excavation for the basement level could be reused as crushed stone or CGF adjacent to pile caps and grade beams, beneath slabs or adjacent to foundation walls. However, the rock will need to be processed to meet gradation requirements for use as fill materials as stated herein.

Compaction Requirements

A summary of recommended compaction requirements is as follows:

Location	Minimum Compaction Requirements
Adjacent to pile caps & grade beams, beneath floor slab and adjacent to foundation walls	95 percent
Beneath sidewalks, parking areas and roadways	92 percent up to 3 ft below finished grade, 95 percent in the upper 3 ft
Landscaped areas	90 percent nominal compaction

Minimum compaction requirements refer to percentages of the maximum dry density determined in accordance with ASTM D1557.

Preparation of Contract Documents and Submittal Reviews

The contract drawings and specifications should be written so that the requirements of the documents are consistent with the design intent of the geotechnical recommendations outlined herein. Haley & Aldrich is planning on working with the design team to prepare the specifications and contract drawings related to the following topics:

- Demolition
- Earthwork
- Construction Dewatering
- Temporary Lateral Support of Excavation
- Pile Installation and Testing
- Foundation Drainage System Plan and Details

The contract specifications will require the Contractor and the Contractor's engineer to perform analyses and submit results to the designers for review. The design team should be allowed to review the geotechnical-related submittals to ensure that the Contractor's analyses/submittals are in accordance with the intent of the design. This will enable us to observe compliance with the design concepts, assumptions and specifications, and to facilitate design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

Construction Monitoring

The foundation and earthwork recommendations contained herein are based on the known and predictable behavior of a properly engineered and constructed foundation. Monitoring of the foundation construction is required to enable the geotechnical engineer to keep in contact with procedures and techniques used in construction, and to comply with Section 1808.2.10 of the IBC Code. Therefore, it is recommended that an individual representing the Owner (Owner's Rep.), qualified by geotechnical training and experience be present at the site to provide full-time monitoring during the earthwork and foundation construction activities listed below.

- Installation of the excavation support system.
- Excavation to subgrade levels and subgrade inspection prior to construction of pile caps, grade beams and footings.
- Placement and compaction testing of crushed stone, CGF and site fills.
- Dynamic testing of the indicator piles and review of the PDA results.
- Installation of the production piles.

- Installation of the foundation drainage system.
- Backfilling adjacent to foundation walls and beneath the building floor slabs.
- Inspection of the slab subgrade prior to construction of floor slab.

LIMITATIONS OF RECOMMENDATIONS

This report is prepared for the exclusive use of Riverwalk, LLC relative to THE WATERMARK development in Portland, Maine. There are no intended beneficiaries other than Riverwalk, LLC. Haley & Aldrich shall owe no duty whatsoever to any other person or entity on account of the Agreement or the report. Use of this report by any person or entity other than Riverwalk, LLC for any purpose whatsoever is expressly forbidden unless such other person or entity obtains written authorization from Riverwalk LLC and from Haley & Aldrich. Use of this report by such other person or entity without the written authorization of Riverwalk LLC and Haley & Aldrich shall be at such other person's or entities sole risk, and shall be without legal exposure or liability to Haley & Aldrich.

Use of this Report by any person or entity, including by Riverwalk, LLC, for a purpose other than relative to THE WATERMARK project in Portland, Maine is expressly prohibited unless such person or entity obtains written authorization from Haley & Aldrich indicating that the Report is adequate for such other use. Use of this Report by any other person or entity for such other purpose without written authorization by Haley & Aldrich shall be at such person's or entities sole risk, and shall be without legal exposure or liability to Haley & Aldrich. The analyses and recommendations are based, in part, upon the data obtained from the referenced subsurface explorations. The nature and extent of variations between explorations may not become evident until construction. If variations then appear, it may be necessary to reevaluate the recommendations of this report.

The planned construction will be supported on or in the soil at the site and below grade structures may be close to or penetrate the design groundwater level for the project. Recommendations for foundation and/or floor drainage, moisture protection, and/or waterproofing have been included herein, when appropriate. These recommendations address the conventional geotechnical engineering-related aspects of design and construction and are not intended to provide an environment that would prohibit infestation of mold or other biological pollutants. Our work scope did not include the development of criteria or procedures to minimize the risk of mold or other biological pollutant infestations in or near any structure.

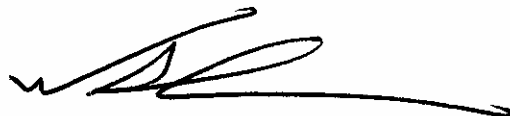
Riverwalk, LLC
16 May 2007
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We appreciate the opportunity to provide geotechnical engineering consulting services on this project. Please do not hesitate to call if you have any questions or comments.
Sincerely yours,

HALEY & ALDRICH, INC.



Bryan C. Steinert
Engineer

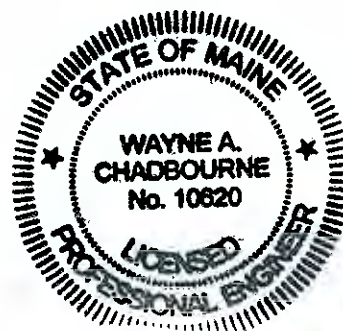


Wayne A. Chadbourne, P.E.
Vice President

Attachments:

- Table I: Subsurface Explorations (2 pages)
- Table II: In-Situ Vane Shear Test Results
- Table III: Proposed Foundation Support (2 pages)
- Figure 1: Project Locus
- Figure 2: Site and Subsurface Exploration Location Plan
- Figure 3: Subsurface Profile A-A
- Figure 4: Subsurface Profile B-B
- Figure 5: Subsurface Profile C-C
- Figure 6: Legend and Notes
- Appendix A: Logs of 1975 PWD India St. Pump Station Test Borings
- Appendix B: Logs of Recent Test Explorations
- Appendix C: Observation Well Installation & Groundwater Monitoring Reports
- Appendix D: Laboratory Test Results
- Appendix E: Historic Sanborn Maps
- Appendix F: PWD Pump Station Record Drawings

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REFERENCES

1. Report entitled, "Proposed India Street Pump Station – Wastewater Facilities Contract No. 5 – Portland, Maine," prepared by Haley & Aldrich, Inc., dated 9 October 1975.
2. "Report on Evaluation of Wall Movement, BIW Containment Structure, Portland, Maine," prepared by Haley & Aldrich, Inc., dated 31 March 1983.
3. "Geotechnical Data Report on Proposed Ocean Gateway Project, Commercial Street, Portland, Maine," prepared by Haley & Aldrich, Inc., dated 12 September 2003.
4. "Report on Subsurface Explorations and Foundation Design Recommendations, Eastern Waterfront Development, Proposed Parking Garage and Office Building, Portland, Maine," prepared by Haley & Aldrich, Inc., dated 8 November 2005.
5. "Foundation Drainage System, Proposed Longfellow Residences and Retail, Longfellow at Ocean Gateway, Portland, Maine," memorandum prepared by Haley & Aldrich, Inc., dated 12 April 2006.

TABLE I

Subsurface Explorations
THE WATERMARK
Portland, Maine

Test Boring No. 1	Estimated Ground Surface Elevation ^{2,3}	Thickness of Strata (ft)							Approx. Elevation of Top of Bedrock ³	Elevation of Bottom of Exploration ³		
		Bituminous Concrete / Concrete	Topsoil	Fill	Glaciomarine Deposit (day)	Glaciomarine Deposit (sand)	Organic Deposit	Glaciomarine Deposit (clay)			Glaciomarine Deposit (sand)	Glacial Till
HA05-11 (OW)	16.3	NE	NE	10.0	NE	NE	NE	24.3	NE	NE	-18.0	-24.1
HA05-12	15.3	NE	NE	15.0	NE	NE	NE	44.0	6.6	8.5	-58.8	-63.8
HA05-13	16.5	NE	NE	19.0	NE	5.0	4.0	23.0	4.0	>17	-	-55.5
HA05-14 (OW)	14.5	NE	0.4	14.6	2.4	8.4	6.2	29.1	3.7	7.0	-57.3	-62.5
HA05-15	17.0	NE	NE	8.5	NE	NE	NE	26.0	NE	0.9	-18.4	-22.9
HA05-16	18.0	NE	NE	11.6	NE	NE	NE	NE	NE	NE	6.4	-1.5
HA05-17 (OW)	17.8	NE	NE	7.3	NE	NE	NE	NE	NE	NE	10.5	1.6
HA05-18	16.5	NE	NE	5.9	NE	NE	NE	NE	NE	NE	10.6	0.9
HA05-19A	15.4	0.1	NE	7.5	NE	NE	NE	NE	NE	NE	7.8	7.0
HA05-19B	15.4	0.1	NE	6.7	NE	NE	NE	NE	NE	NE	8.6	8.4
HA05-19C	15.4	0.1	NE	4.9	NE	NE	NE	NE	NE	NE	9.9	9.9
HA05-19D	16.4	0.1	NE	6.4	NE	NE	NE	NE	NE	NE	8.9	-18.5
HA05-20	17.0	0.3	NE	17.0	NE	4.3	4.2	0.6	NE	NE	-9.4	-16.2
HA05-21	16.5	NE	NE	15.5	NE	NE	NE	NE	NE	>2.1	-	-1.1
HA05-21A	16.5	NE	NE	16.4	NE	NE	NE	NE	NE	NE	0.1	-3.1
HA05-22	15.0	0.4	NE	9.9	NE	NE	NE	NE	NE	NE	NE	4.7
HA05-22A	15.0	0.4	NE	9.3	NE	NE	NE	NE	NE	NE	1.8	5.3
HA05-23	15.0	0.2	NE	>8.5	-	NE	NE	NE	-	-	-	6.3
HA05-23A	15.0	0.2	NE	14.8	NE	NE	NE	NE	NE	>1.0	-	-1.0
HA07-101 ⁵	15.5	-	-	-	-	-	-	-	-	-	5.5	-3.3
HA07-102A	17.0	NE	NE	>3.0	-	-	-	-	-	-	-	14.0
HA07-102B	17.0	NE	NE	>5.0	-	-	-	-	-	-	-	12.0
HA07-102C	17.0	NE	NE	7.5	NE	NE	NE	NE	NE	NE	9.5	9.5
HA07-103	17.8	NE	NE	7.8	NE	NE	NE	NE	NE	NE	10.0	10.0
HA07-104 ⁵	17.8	NE	NE	>5.0	-	-	-	-	-	-	3.3	3.3
HA07-105	17.5	NE	NE	13.0	NE	NE	NE	NE	3.9	NE	0.6	0.2
HA07-105A ⁵	17.3	-	-	-	-	-	-	-	-	-	-12.7	-13.2
HA07-106	16.5	NE	NE	13.5	NE	NE	NE	7.4	0.3	NE	-4.7	-4.7
HA07-107 ⁶	16.5	NE	NE	20.0	NE	NE	>0.4	-	-	-	-19.2	-19.2
HA07-108A	16.8	NE	NE	>11.0	-	-	-	-	-	-	-	5.8
HA07-108B	16.8	NE	NE	>10.6	-	-	-	-	-	-	-	6.2
HA07-108C	16.8	NE	NE	18.5	NE	2.4	>1.1	-	-	-	-38.2	-38.2
HA07-109 ⁶	16.0	NE	NE	18.5	NE	>3.5	-	-	-	-	-30.0	-30.0
HA07-110 ⁶	15.0	NE	NE	19.7	NE	>0.3	-	-	-	-	-16.5	-16.5
HA07-111 ⁶	16.0	NE	NE	13.5	>3.5	-	-	-	-	-	-51.9	-51.9
HA07-112 ⁶	15.8	NE	NE	18.5	NE	2.5	-	>6.0	-	-	-64.0	-64.0
HA07-113 ⁶	14.0	NE	NE	21.0	NE	3.0	NE	>3.0	-	-	-58.9	-58.9

Notes:

¹ Test boring locations are shown on Figure 2, Site and Subsurface Exploration Location Plan.

² Ground surface elevations at test boring locations are approximate and were estimated by interpolating between elevation contour data provided by Woodard & Curran.

³ Elevations are in feet and reference Portland City Datum.

⁴ "NE" indicates stratum was not encountered in test boring.

⁵ Test borings HA07-101, HA07-104 and HA07-105A were advanced with solid stem augers; no soil samples were collected.

⁶ Elevation of top of bedrock is approximate and was determined using rod probe drilling techniques.

TABLE I
Subsurface Explorations
THE WATERMARK
Portland, Maine

Test Boring No. 1	Estimated Ground Surface Elevation 2,3	Thickness of Strata (ft)							Approx. Elevation of Top of Bedrock 3	Elevation of Bottom of Exploration 3		
		Bituminous Concrete / Concrete	Topsoil	Fill	Glaciomarine Deposit (clay)	Glaciomarine Deposit (sand)	Organic Deposit	Glaciomarine Deposit (clay)			Glaciomarine Deposit (sand)	Glacial Till
BS-19	18.0	NE	NE	4.0	-	-	NE	14.0	6.0	2.3	-8.3	-18.3
BS-20	18.3	NE	NE	5.5	-	-	NE	25.0	7.0	1.0	-20.2	-29.6
BS-21A	17.6	NE	NE	9.0	-	-	NE	NE	NE	NE	8.6	-6.4
BS-22A	16.9	NE	NE	5.5	-	-	NE	5.0	3.5	2.5	0.4	0.4
BS-23	18.3	NE	NE	4.0	-	-	NE	12.0	3.9	NE	-1.6	-1.6

¹ Test boring locations are shown on Figure 2. Site and Subsurface Exploration Location Plan.

² Ground surface elevations at test boring locations are approximate and were estimated by interpolating between elevation contour data provided by Woodard & Curran

³ Elevations are in feet and reference Portland City Datum.

⁴ "NE" indicates stratum was not encountered in test boring.

⁵ Test borings HA07-101, HA07-104 and HA07-105A were advanced with solid stem augers; no soil samples were collected.

⁶ Elevation of top of bedrock is approximate and was determined using rod probe drilling techniques.

TABLE II
In-Situ Vane Shear Test Results
THE WATERMARK
Portland, Maine

Test Boring No. ¹	Estimated Ground Surface Elevation ^{2,3}	Vane Size (in. x in.)	Test No.	Depth below ground surface (ft)	Approx. Elevation ³ (ft)	V _{max} ⁴ (ft-lbs)	V _{remolded} ⁴ (ft-lbs)	S _u ⁵ (psf)	S _{u(remolded)} ⁵ (psf)
HA05-12	15.3	2x7	V ₁	30.0 - 30.6	-14.7 - -15.3	27	1	1,000	40
			V ₂	40.0 - 40.6	-24.7 - -25.3	120	0	>1,860	0
			V ₃	50.0 - 50.6	-34.7 - -35.3	120	0	>1,860	0
HA05-14(OW)	14.5	2x7	V ₁	35.3 - 36.0	-20.8 - -21.5	89	30	3,302	1,110
			V ₂	45.3 - 46.0	-30.8 - -31.5	22	5	820	190
HA05-15	17.0	3x5	V ₁	20.0 - 20.6	-3.0 - -3.6	10	3	370	110
			V ₂	30.0 - 30.6	-13.0 - -13.6	23	1	850	40

Notes:

¹ Test boring locations are shown on Figure 2, Site and Subsurface Exploration Location Plan.

² Ground surface elevations at test boring locations are approximate and were estimated by interpolating between elevation contour data provided by Woodard & Curran.

³ Elevations are in feet and reference Portland City Datum.

⁴ Vane test numbers are shown on the test boring reports presented in Appendices A and B, respectively.

⁵ V_{max} and V_{remolded} represent direct peak and remolded vane torque values, respectively.

⁶ S_u and S_{u(remolded)} represent corrected undrained peak and residual undrained shear strengths, respectively, rounded to the nearest 10 psf.

⁷ ft-lbs = foot-pounds of torque, psf = pounds per square foot.

TABLE III
Proposed Foundation Support
THE WATERMARK
Portland, Maine

1

Column Location	Foundation Support	Notes	Estimated Depth of Soil Removal (ft) ⁵	Estimated Depth of Rock Removal (ft) ⁶
M-1	footing	bearing on bedrock at El. 9	8	0
G-2	footing	bearing on bedrock at El. 8	10	0
K-2	footing	bearing on bedrock at El. 9	9	0
N-2	footing	bearing on bedrock at El. 9	9	0
G-3	footing	bearing on bedrock at El. 9	9	0
H-3	footing	bearing on bedrock at El. 10	8	0
K-3	footing	bearing on bedrock at El. 10	8	0
M-3	footing	bearing on bedrock at El. 9	8	0
H-4	footing	bearing on bedrock at El. 7	11	0
K-4	footing	bearing on bedrock at El. 9	9	0
M-4	footing	bearing on bedrock at El. 9	8	0
H-5	footing	bearing on bedrock at El. 3	14	0
K-5	footing	bearing on bedrock at El. 5	12	0
M-5	footing	bearing on bedrock at El. 9	7	0
B-6	pile	30 ft long pile, top at El. 0	-	-
C-6	pile	20 ft long pile, top at El. 0	-	-
D-6	pile	15 ft long pile, top at El. 0	-	-
F-6	footing	bearing on bedrock at El. -1.5	-	2
H-6	footing	bearing on bedrock at El. -1.5	-	5
K-6	footing	bearing on bedrock at El. -1.5	-	7
L-6	footing	bearing on bedrock at El. -1.5	-	9
M-6	footing	bearing on bedrock at El. -1.5	-	12
B-7	pile	30 ft long pile, top at El. 0	-	-
C-7	pile	20 ft long pile, top at El. 0	-	-
D-7	pile	15 ft long pile, top at El. 0	-	-
F-7	footing	bearing on bedrock at El. -1.5	-	2
J-7	footing	bearing on bedrock at El. -1.5	-	5
L-7	footing	bearing on bedrock at El. -1.5	-	9
P-7	footing	bearing on bedrock at El. -1.5	-	8
S-7	footing	bearing on bedrock at El. -1.5	-	9
T-7	footing	bearing on bedrock at El. -1.5	-	11
B-8	pile	30 ft long pile, top at El. 0	-	-
C-8	pile	20 ft long pile, top at El. 0	-	-
D-8	pile	15 ft long pile, top at El. 0	-	-
F-8	footing	bearing on bedrock at El. -1.5	-	2
J-8	footing	bearing on bedrock at El. -1.5	-	8
L-8	footing	bearing on bedrock at El. -1.5	-	10
P-8	footing	bearing on bedrock at El. -1.5	-	7
S-8	footing	bearing on bedrock at El. -1.5	-	9
T-8	footing	bearing on bedrock at El. -1.5	-	12
A-9	pile	30 ft long pile, top at El. 0	-	-
C-9	pile	20 ft long pile, top at El. 0	-	-
D-9	pile	15 ft long pile, top at El. 0	-	-
F-9	footing	bearing on bedrock at El. -1.5	-	1
J-9	footing	bearing on bedrock at El. -1.5	-	8
L-9	footing	bearing on bedrock at El. -1.5	-	9
P-9	footing	bearing on bedrock at El. -1.5	-	7
S-9	footing	bearing on bedrock at El. -1.5	-	8
T-9	footing	bearing on bedrock at El. -1.5	-	9
A-10	pile	30 ft long pile, top at El. 0	-	-
C-10	pile	20 ft long pile, top at El. 0	-	-
D-10	pile	15 ft long pile, top at El. 0	-	-
F-10	footing	bearing on bedrock at El. -1.5	-	0
J-10	footing	bearing on bedrock at El. -1.5	-	3
L-10	footing	bearing on bedrock at El. -1.5	-	7
P-10	footing	bearing on bedrock at El. -1.5	-	7
S-10	footing	bearing on bedrock at El. -1.5	-	8
T-10	footing	bearing on bedrock at El. -1.5	-	8

Notes:

- Column locations taken from plan entitled, "P-Basement-Parking Plan-Preliminary Geotechnical Layout Drawing," provided by The Architectural Team dated 24 January 2007.
- Approximate footing bearing elevation in the basement area was provided by MacNamara-Salvia. Approximate pile lengths are based on linear interpolation between subsurface explorations and approximate bottom of pile cap at El. -1.5 (also provided by MacNamara-Salvia). Subsurface conditions may vary at locations other than at specific exploration locations.
- Elevations are in feet and reference Portland City Datum.
- Foundation bearing elevations based on assumed basement FFE of El. 4.
- Depth of soil removal values represent estimated amount of soil that will need to be removed to expose bedrock subgrade.
- Depth of rock removal values represent estimated amount of rock that will need to be excavated/blasted to reach design footing bearing levels.

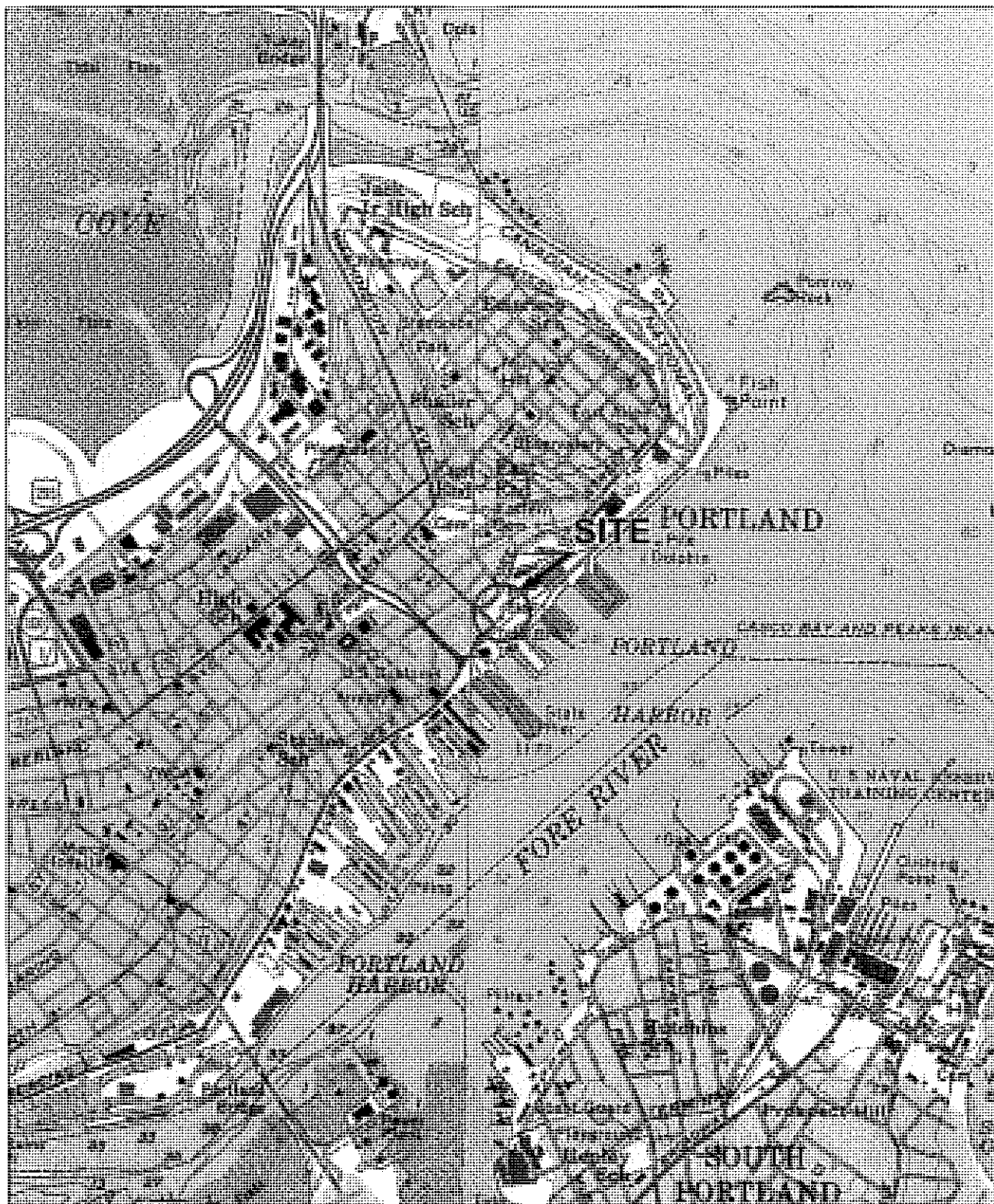
TABLE III
Proposed Foundation Support
THE WATERMARK
Portland, Maine

2

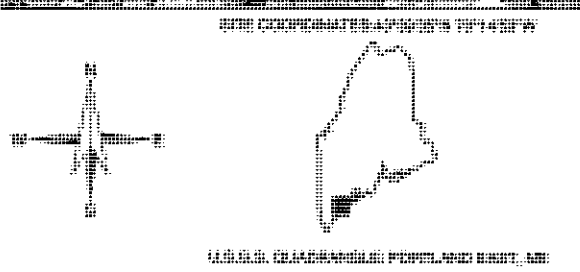
Column Location	Foundation Support	Notes	Estimated Depth of Soil Removal (ft) ⁵	Estimated Depth of Rock Removal (ft) ⁶
F-11	footing	bearing on bedrock at El. -5.0	3	0
J-11	footing	bearing on bedrock at El. -1.5	-	3
L-11	footing	bearing on bedrock at El. -1.5	-	3
P-12	footing	bearing on bedrock at El. -1.5	-	7
R-12	footing	bearing on bedrock at El. -1.5	-	7
D-13	pile	15 ft long pile, top at El. 0	-	-
E-13	pile	15 ft long pile, top at El. 0	-	-
A-14	pile	30 ft long pile, top at El. 0	-	-
C-14	pile	20 ft long pile, top at El. 0	-	-
B-16	pile	30 ft long pile, top at El. 0	-	-
C-16	pile	20 ft long pile, top at El. 0	-	-
D-17	pile	15 ft long pile, top at El. 0	-	-
E-17	pile	15 ft long pile, top at El. 0	-	-
P-18	footing	bearing on bedrock at El. -1.5	10	0
R-18	footing	bearing on bedrock at El. -1.5	10	0
J-19	pile	15 ft long pile, top at El. 0	-	-
L-19	pile	15 ft long pile, top at El. 0	-	-
A-20	pile	40 ft long pile, top at El. 0	-	-
C-20	pile	40 ft long pile, top at El. 0	-	-
D-20	pile	40 ft long pile, top at El. 0	-	-
F-20	pile	40 ft long pile, top at El. 0	-	-
J-20	pile	40 ft long pile, top at El. 0	-	-
L-20	pile	30 ft long pile, top at El. 0	-	-
P-20	pile	30 ft long pile, top at El. 0	-	-
S-20	pile	20 ft long pile, top at El. 0	-	-
U-20	pile	60 ft long pile, top at El. 0	-	-
A-21	pile	70 ft long pile, top at El. 0	-	-
C-21	pile	60 ft long pile, top at El. 0	-	-
D-21	pile	50 ft long pile, top at El. 0	-	-
F-21	pile	50 ft long pile, top at El. 0	-	-
J-21	pile	40 ft long pile, top at El. 0	-	-
L-21	pile	40 ft long pile, top at El. 0	-	-
P-21	pile	30 ft long pile, top at El. 0	-	-
S-21	pile	30 ft long pile, top at El. 0	-	-
U-21	pile	70 ft long pile, top at El. 0	-	-
A-22	pile	70 ft long pile, top at El. 0	-	-
C-22	pile	60 ft long pile, top at El. 0	-	-
D-22	pile	60 ft long pile, top at El. 0	-	-
F-22	pile	70 ft long pile, top at El. 0	-	-
J-22	pile	70 ft long pile, top at El. 0	-	-
L-22	pile	70 ft long pile, top at El. 0	-	-
P-22	pile	65 ft long pile, top at El. 0	-	-
S-22	pile	65 ft long pile, top at El. 0	-	-
U-22	pile	65 ft long pile, top at El. 0	-	-
B-23	pile	60 ft long pile, top at El. 0	-	-
C-23	pile	60 ft long pile, top at El. 0	-	-
D-23	pile	60 ft long pile, top at El. 0	-	-
F-23	pile	65 ft long pile, top at El. 0	-	-
J-23	pile	65 ft long pile, top at El. 0	-	-
L-23	pile	65 ft long pile, top at El. 0	-	-
P-23	pile	65 ft long pile, top at El. 0	-	-
S-23	pile	65 ft long pile, top at El. 0	-	-

Notes:

- Column locations taken from plan entitled, "P-Basement-Parking Plan-Preliminary Geotechnical Layout Drawing," provided by The Architectural Team dated 24 January 2007.
- Approximate footing bearing elevation in the basement area was provided by MacNamara-Salvia. Approximate pile lengths are based on linear interpolation between subsurface explorations and bottom of pile cap at El. -1.5 (also provided by MacNamara-Salvia). Subsurface conditions may vary at locations other than at specific exploration locations.
- Elevations are in feet and reference Portland City Datum.
- Foundation bearing elevations based on assumed basement FFE of El. 4.
- Depth of soil removal values represent estimated amount of soil that will need to be removed to expose bedrock subgrade.
- Depth of rock removal represent estimated amount of rock that will need to be excavated/blasted to reach design footing bearing level.



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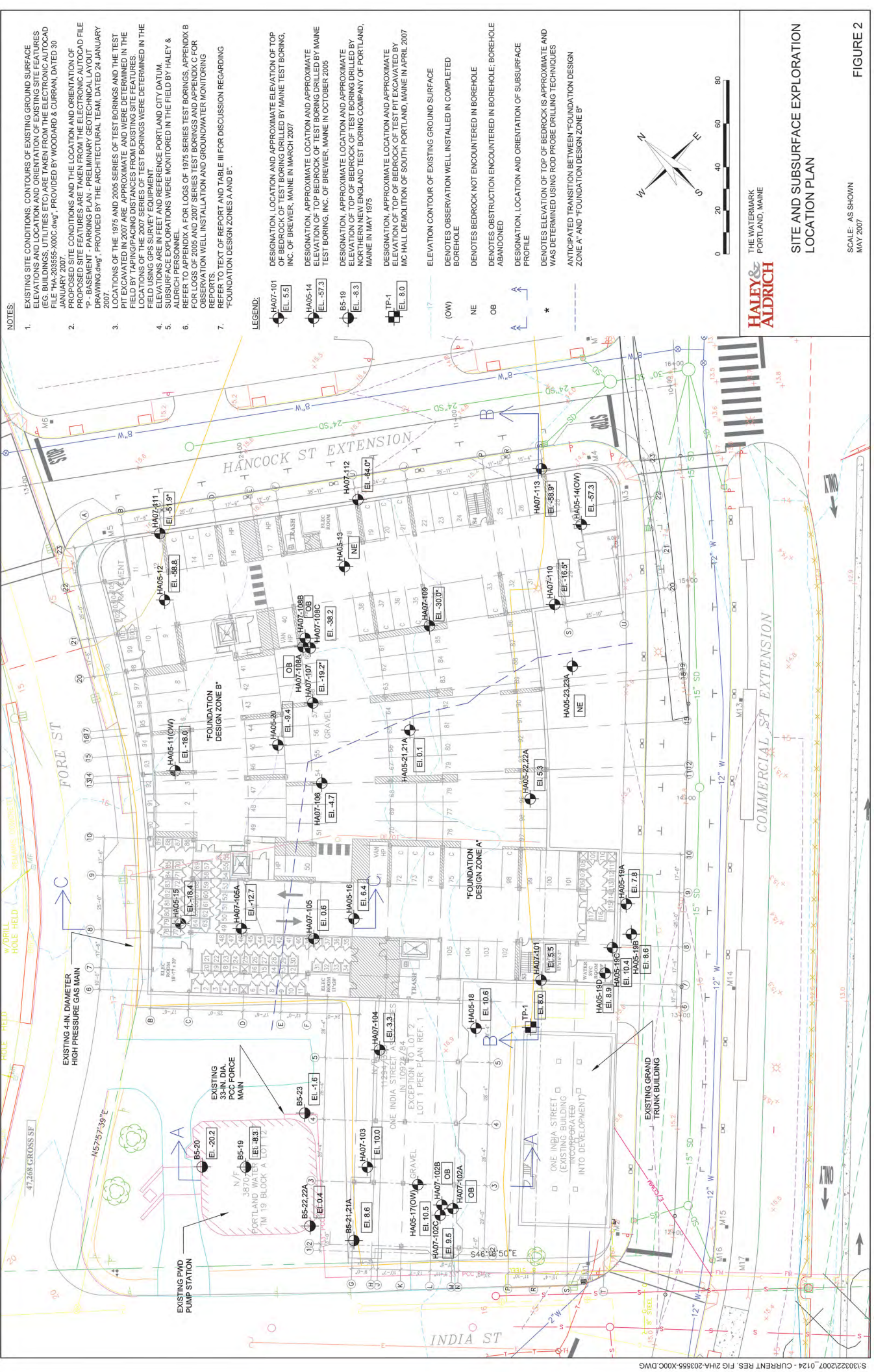


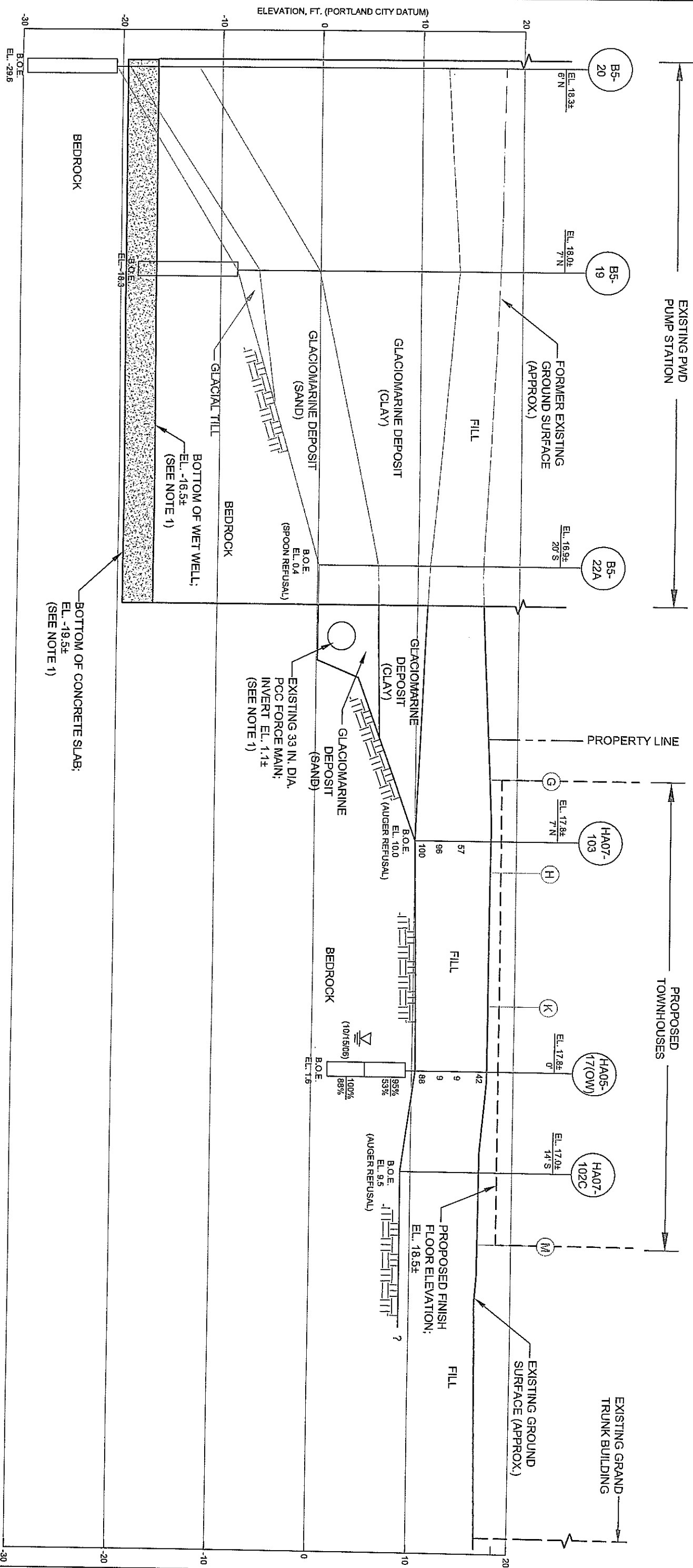
HALEY & ALDRICH
THE WATERFALLS
PORTLAND, MAINE

PROJECT LOCUS

SCALE: 1 INCH
APRIL 2007

FIGURE 1





1. INFORMATION SHOWN RELATIVE TO THE EXISTING PORTLAND WATER DISTRICT INDIA STREET PUMP STATION IS TAKEN FROM THE RECORD DRAWINGS ENTITLED, "PORTLAND WATER DISTRICT POLLUTION ABATEMENT FACILITIES, CONTRACT NO. 5, INDIA STREET," AND THE REPORT ENTITLED, "PROPOSED INDIA STREET PUMP STATION, WASTEWATER FACILITIES CONTRACT NO. 5, PORTLAND, MAINE." PREPARED BY HALEY & ALDRICH, INC., DATED 9 OCTOBER, 1975.

2. SEE LEGEND AND NOTES, FIGURE 6.

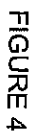
2. SEE LEGEND AND NOTES, FIGURE 6

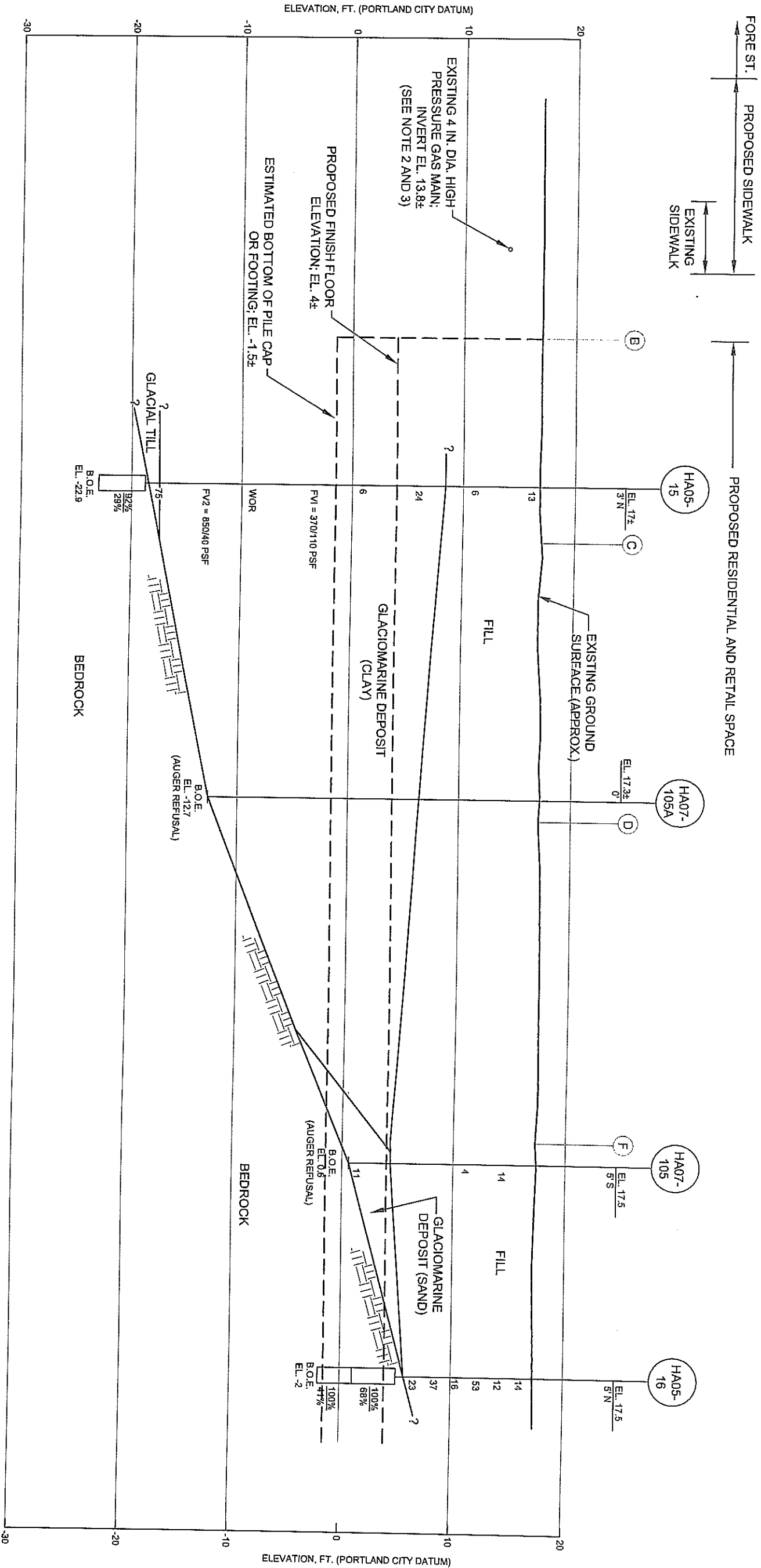
**HALEY &
AIDRICH** THE WATERMARK
PORTLAND, MAINE

SUBSURFACE PROFILE A-A

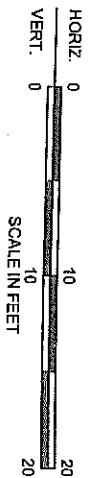
SCALE: AS SHOWN
MAY 2007

FIGURE 3





- NOTE:
1. SEE LEGEND AND NOTES, FIGURE 6.
 2. THE HORIZONTAL LOCATION OF THE EXISTING HIGH PRESSURE GAS MAIN IS TAKEN FROM THE ELECTRONIC AUTOCAD FILE "HA-203555-X00C.dwg", PROVIDED BY WOODARD & CURRAN, DATED 30 JANUARY 2007.
 3. THE DIAMETER AND INVERT ELEVATION OF THE EXISTING HIGH PRESSURE GAS MAIN IS BASED ON VERBAL COMMUNICATION WITH WOODARD & CURRAN.



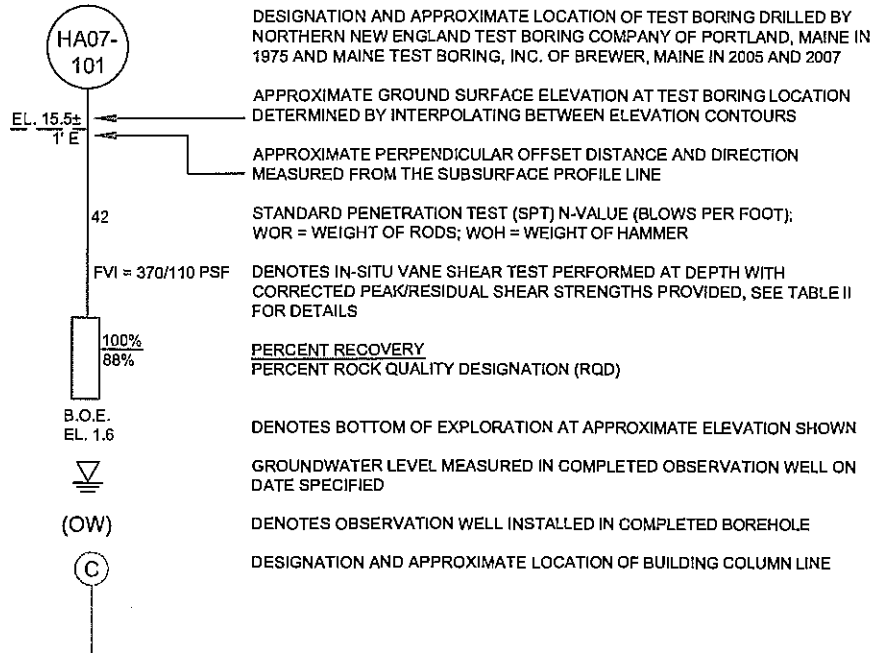
HALEY & ALDRICH
THE WATERMARK
PORTLAND, MAINE

SUBSURFACE PROFILE C-C

SCALE: AS SHOWN
MAY 2007

FIGURE 6

LEGEND:



NOTES:

1. SEE FIGURE 2 FOR LOCATION AND ORIENTATION OF SUBSURFACE PROFILES.
2. EXISTING GROUND SURFACE ELEVATIONS AT TEST BORING LOCATIONS ARE APPROXIMATE AND WERE DETERMINED BY INTERPOLATION USING TOPOGRAPHIC CONTOUR INFORMATION PROVIDED BY WOODARD & CURRAN IN THE ELECTRONIC AUTOCAD FILE ENTITLED, "HA-203555-X00C.dwg", DATED 30 JANUARY 2007.
3. PROPOSED SITE FEATURES ARE TAKEN FROM THE ELECTRONIC AUTOCAD FILE ENTITLED, "P-BASEMENT - PARKING PLAN - PRELIMINARY GEOTECHNICAL LAYOUT DRAWING.dwg", PROVIDED BY THE ARCHITECTURAL TEAM, DATED 24 JANUARY 2007.
4. LINES REPRESENTING CHANGES IN STRATA SHOWN ON THE SUBSURFACE PROFILES ARE BASED ON LINEAR INTERPOLATION BETWEEN SUBSURFACE EXPLORATIONS. THESE INTERPRETED STRATA LINES DO NOT REPRESENT ACTUAL FIELD CONDITIONS OTHER THAN AT SPECIFIC EXPLORATION LOCATIONS.
5. LOCATIONS OF THE 1975 AND 2005 SERIES OF TEST BORINGS ARE APPROXIMATE AND WERE DETERMINED IN THE FIELD BY TAPING/PACING DISTANCES FROM EXISTING SITE FEATURES. LOCATIONS OF THE 2007 SERIES OF TEST BORINGS WERE DETERMINED IN THE FIELD USING GPS SURVEY EQUIPMENT.
6. ELEVATIONS ARE IN FEET AND REFERENCE PORTLAND CITY DATUM.
7. REFER TO APPENDIX A FOR LOGS OF THE 1975 SERIES TEST BORINGS, APPENDIX B FOR LOGS OF 2005 AND 2007 SERIES TEST BORINGS AND APPENDIX C FOR OBSERVATION WELL INSTALLATION AND GROUNDWATER MONITORING REPORTS.

HALEY & ALDRICH

THE WATERMARK
PORTLAND, MAINE

LEGEND AND NOTES

SCALE: AS SHOWN
MAY 2007

FIGURE 6

25. Site Lighting

Street Lighting

In conformance with Section 10 of the Technical Manual, the Commercial Street District fixture (in dark green @ 18'-4" ht.) is required on Thames Street. Both light fixtures and pole shall be to City Standards.

Internal Lighting

A portion of the internal drop-off loop adjacent to this project is proposed to be illuminated with light bollards. The bollards will provide a 360 degree, low intensity level of illumination. Some light may spillover the internal property line onto the adjacent lot(s) but that should not be an issue as that lot will share the driveway and loop and will be lit in the future with the same light bollard to match. See attached cut sheet of the Light Column Bollard by Forms+Surfaces and enclosed Photometric Plan.

Building Lighting

At this point in the building design process it is too early to engage a lighting designer as there are just too many moving parts. As the construction management company works through the building's design development a lighting designer will be retained to work through the lighting. We are requesting that the exterior building mounted lighting be made a Condition of Approval to be worked out with Staff.



LIGHT COLUMN BOLLARD

PRODUCT DATA



FORMS+SURFACES®



LIGHT COLUMN BOLLARD

PRODUCT DATA

Sleek in stainless steel, the **Light Column Bollard** integrates into a wide range of settings and offers numerous design possibilities. Bollard columns are available in 5" or 6" diameters. Illumination options include LED or linear fluorescent lamps and multiple ways to direct light: no shield for symmetrical lighting, or 180° and 360° shields in standard or custom designs. Non-illuminated and security core variations, and matching Light Column Pathway Bollards and Light Column Pedestrian Lighting make it easy to create a cohesive look across functionalities.

MATERIAL & CONSTRUCTION DETAILS

CONFIGURATIONS	MATERIALS & FINISHES	FLUORESCENT LAMPS & BALLASTS
- Light Column Bollards are available in two sizes. Series 500 columns use 5" (127 mm) diameter tubular stainless steel; Series 600 columns use 6" (152 mm) diameter tubular stainless steel. - To complement the illuminated bollard, a non-illuminated version is also available in both Series 500 and Series 600. - Bollards can be specified with a removable base. - Weather resistant GFCI outlet for maintenance access is available for Series 600, illuminated, non-security bollards. See drawings on our website for details. - Door for optional GFCI outlet is accessed using a flathead screwdriver.	- Illuminated bollards have a tubular stainless steel column, white-frosted acrylic lens, and a stainless steel head cap. - Non-illuminated bollards are tubular stainless steel with welded stainless steel cap. - Standard stainless steel finish is Satin. - For optional powdercoat colors see the Forms+Surfaces Powdercoat Chart. Custom RAL colors are available for an upcharge.	- Linear fluorescent lamps are available in two options. See lamp information on page 5. - Ballast is an electronic, thermally protected, 120/277V combination for two F14T5 lamps, -18°C starting temperature, <10% THD, Class A sound rating. Please call for HO ballast specifications.
WEIGHT	SHIELD OPTIONS	LED LAMPS & DRIVERS
- Series 500, illuminated: 30 lbs (14 kg); non-illuminated: 32-33 lbs (15 kg) - Series 600, illuminated: 34 lbs (15 kg); non-illuminated: 34-39 lbs (15-18 kg) - Series 600, security core, illuminated: 170 lbs (77 kg); non-illuminated: 177 lbs (80 kg)	- Four standard shield designs are available for an upcharge. Refer to pages 4 and 5 for details. - Custom shield designs with either 180° or 360° coverage are also available. - Shields are offered for Series 500 and Series 600 illuminated bollards.	- Custom LED light engine with Cree® LEDs. - Features advanced LED technology with 17W, 3000K warm white and 4000K natural white LEDs. - LED driver input power is 100-277V. - Driver has 0-10V dimming capabilities. - LED driver certifications include: IP66 (waterproof) enclosure, and Class 2 rated output (UL8750)

INSTALLATION & MAINTENANCE

INSTALLATION	MAINTENANCE
- Standard mounting is surface mount with J-bolts. 1/2" thick stainless steel base plate is slotted for rotational capability. - Security bollards use an embedded security core, available with the Series 600, for an upcharge. - Bollards have the option of a removable base. - Installation of a surge protector as part of each unit's wiring is recommended. - Stainless steel hardware is included for all mounting options. Templates are available upon request.	Metal surfaces can be cleaned as needed using a soft cloth or brush with warm water and a mild detergent. Avoid abrasive cleaners.



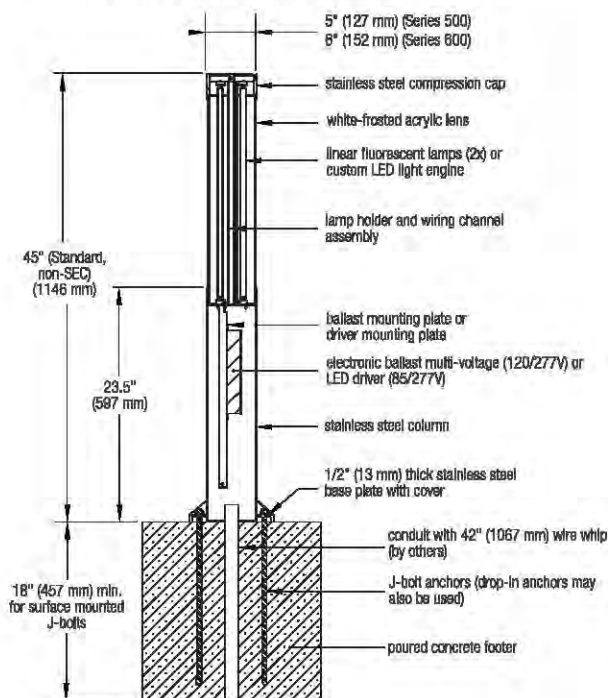
LIGHT COLUMN BOLLARD

PRODUCT DATA

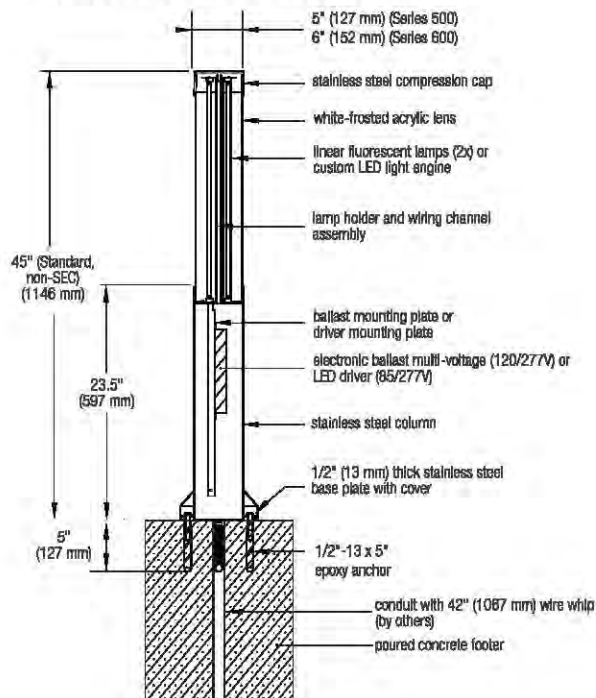
ILLUMINATED BOLLARDS

NOMINAL DIMENSIONS

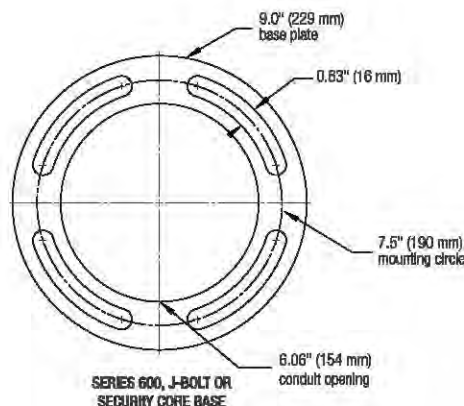
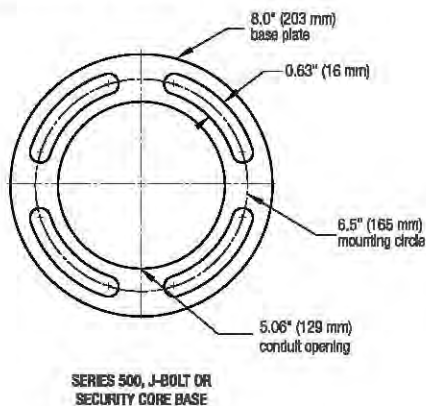
SURFACE MOUNT WITH J-BOLTS



SURFACE MOUNT WITH REMOVABLE BASE



BASE PLATE MOUNTING DETAILS





LIGHT COLUMN BOLLARD

PRODUCT DATA

CERTIFICATIONS

- UL and C-UL listed for wet locations (linear fluorescent).
- ETL and C-ETL listed for wet locations (LED).

ENVIRONMENTAL CONSIDERATIONS

- Please refer to the Light Column Bollard Environmental Data Sheets for detailed environmental impact information.
- Light Column Bollard has high recycled content and is highly recyclable.
- Powdercoat finishes are no- or low-VOC, depending on color.
- Low maintenance.

NET PRICING AND ORDERING INFORMATION (pricing does not include freight)

MODEL	DESCRIPTION	NET PRICE (US \$)
LBLCO-504	Light Column Bollard, Series 500, illuminated	please call for pricing
LBLCO-604	Light Column Bollard, Series 600, illuminated	please call for pricing
LBLCO-504-N	Light Column Bollard, Series 500, non-illuminated	please call for pricing
LBLCO-604-N	Light Column Bollard, Series 600, non-illuminated	please call for pricing
	Optional embedded security core (available for Series 600)	please call for pricing
	Optional removable base	please call for pricing
	180° perforated shield in standard designs	please call for pricing
	360° perforated shield in standard designs	please call for pricing
	180° custom shield (customer-supplied artwork)	please call for pricing
	360° custom shield (customer-supplied artwork)	please call for pricing
	Optional GFCI outlet (available for Series 600, illuminated, non-security bollards)	please call for pricing
	Optional Premium Texture from Forms+Surfaces Powdercoat Chart	+ \$200 per color/per order
	Custom RAL powdercoat color	please call for pricing
	Custom fixture height	please call for pricing

TO ORDER SPECIFY: quantity, model, finish, lamp, shield (if applicable), and mounting.

LEAD TIME: 6 to 8 weeks. Shorter lead times may be available upon request. Please contact us to discuss your specific timing requirements.

PROJECT NAME: 20 THAMES STREET RESIDENTIAL CONDOMINIUM

DATE: _____

JOB LOCATION: 20 THAMES STREET

COMPANY: _____

PLEASE USE ADOBE READER OR ADOBE ACROBAT TO FILL OUT AND SAVE FORM. USING OTHER PROGRAMS COULD RESULT IN UNSAVED DATA.

MODEL

QUANTITY	MODEL	
_____	LBLCO-504	Light Column Bollard, Series 500 - 5" diameter column, illuminated
5	LBLCO-604	Light Column Bollard, Series 600 - 6" diameter column, illuminated
_____	LBLCO-504-N	Light Column Bollard, Series 500 - 5" diameter column, non-illuminated
_____	LBLCO-604-N	Light Column Bollard, Series 600 - 6" diameter column, non-illuminated

OPTIONS

FIG. 1 LIGHT COLUMN BOLLARD
(180° perforated shield shown - pattern not shown for clarity)

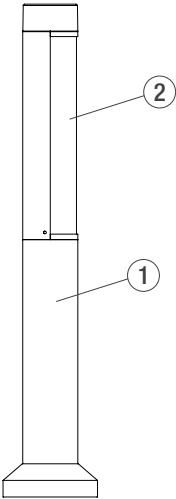
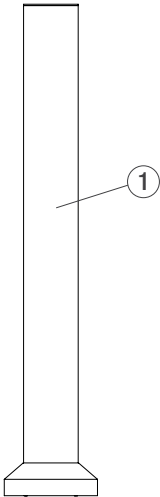


FIG. 2 LIGHT COLUMN BOLLARD
(non-illuminated bollard shown)



1

Finish Options

Please select one option below.

Standard Stainless Steel Finish

☒ Satin

Standard Texture/Gloss from Forms+Surfaces Powdercoat Chart
(Please call for pricing information)

- | | |
|--|---|
| ☐ Aluminum Texture | ☐ Evergreen Texture |
| ☐ Argento Texture | ☐ Fog Gloss |
| ☐ Black Gloss | ☐ Silver Texture |
| ☐ Black Texture | ☐ Slate Gloss |
| ☐ Bright Silver Gloss | ☐ Slate Texture |
| ☐ Cobalt Texture | ☐ Taupe Grey Texture |
| ☐ Cream Texture | ☐ White Texture |
| ☐ Evergreen Gloss | |

Premium Texture from Forms+Surfaces Powdercoat Chart
(Please call for pricing information)

- | | |
|--|---|
| ☐ Azure Texture | ☐ Seafoam Texture |
| ☐ Lime Texture | ☐ Weathered Iron Texture |
| ☐ Rust Texture | |

Custom RAL Powdercoat Color
(Please call for pricing information)

☐ RAL Color: _____

2

Shield and Pattern Options (for illuminated bollards)

Please select **one** option below. Please call for pricing information.

- | | | |
|---|---|---|
| ☒ No shield | ☐ 180° shield with Bubbles | ☐ 360° shield with Bubbles |
| ☐ 180° shield with Kente* | ☐ 180° custom shield | ☐ 360° custom shield |
| ☐ 180° shield with Perforation | ☐ 360° shield with Perforation | |
| ☐ 180° shield with Scape | ☐ 360° shield with Scape | |

*Kente shield is only available in Series 600, 180° configuration.

Lamp Options (for illuminated bollards)

Please select **one** option below. Please call for pricing information.

- ☒ 17W LED (17W custom LED light engine)
Please select **one** color temperature below.
- ☐ 3000K ☒ 4000K
- ☐ (2x) F14T5 (14W T5 linear fluorescent)
- ☐ (2x) F24T5/HO (24W T5HO linear fluorescent)

Mounting Options

Please select **one** option below. Please call for pricing information.

- ☐ Surface Mount with J-bolts
- ☐ Surface Mount with Removable Base
- ☐ Embedded Security Core*
- *Security core mounting is only available with Series 600.

GFCI Outlet (for Series 600 illuminated, non-security bollards)

Please select **one** option below. Please call for pricing information.

- ☐ Yes ☐ No



LIGHT COLUMN BOLLARD, SERIES 600

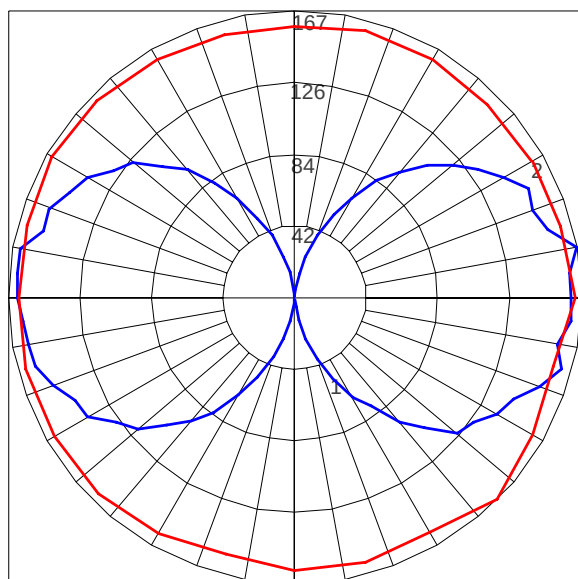
LIGHTING PLOTS

LAMP DESCRIPTIONS

LAMP	DESCRIPTION	BASE	COLOR TEMPERATURE	LUMINAIRE LUMENS*	B.U.G. RATING
3000K LED	17W custom LED light engine	N/A	3,000K	1545	B1-U4-G1
4000K LED	17W custom LED light engine	N/A	4,000K	1545	B1-U4-G1
(2) F14T5	14W T5 linear fluorescent	Mini bi-pin	4,100K	2195	B1-U4-G2
(2) F24T5/HO	24W T5HO linear fluorescent	Mini bi-pin	4,100K	3252	B1-U5-G2

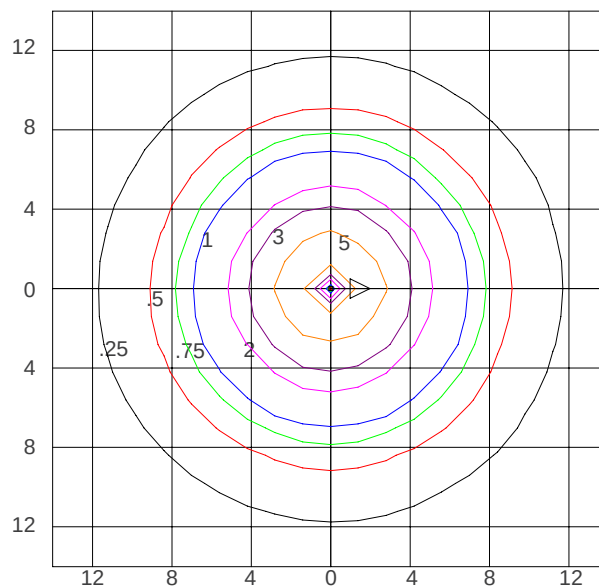
*Luminaire lumens represents the absolute photometry for the luminaire, and indicates the lumens out of the entire fixture.

POLAR CANDELA PLOT (17W LED, 3000K/4000K)



Maximum Candela = 167.44; Located at Horizontal Angle = 315; Vertical Angle = 100
#1 - Vertical Plane Through Horizontal Angles (315 - 135) (Through Max. Cd.)
#2 - Horizontal Cone Through Vertical Angle (100) (Through Max Cd.)

ISOFOOTCANDLE PLOT (17W LED, 3000K/4000K)



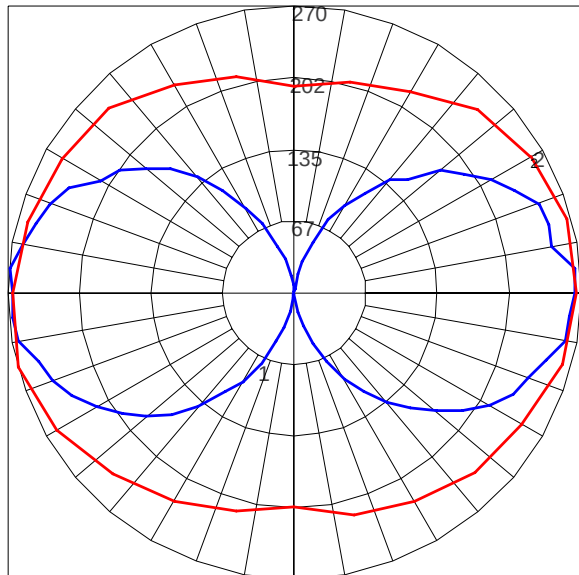
Isofootcandle Plot shows light distribution pattern at ground level with custom LED light engine with no shield. Readings have been taken assuming the photometric center of the luminaire to be 2.74 feet above ground level. IES files for standard lamps are available on our website.



LIGHT COLUMN BOLLARD, SERIES 600

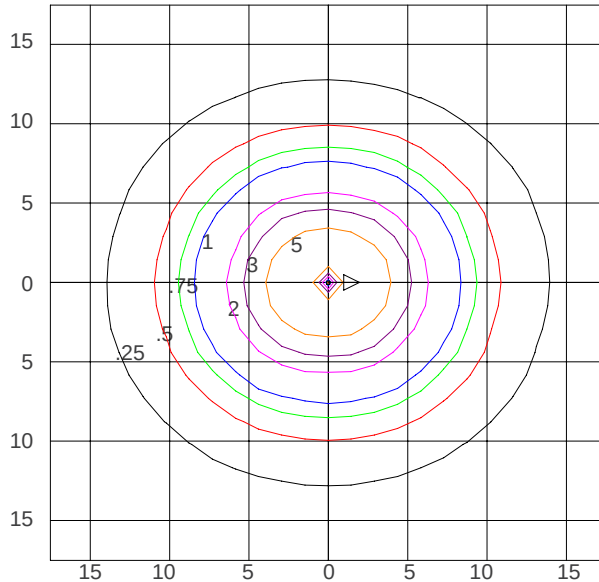
LIGHTING PLOTS

POLAR CANDELA PLOT (14W T5 LINEAR FLUORESCENT)



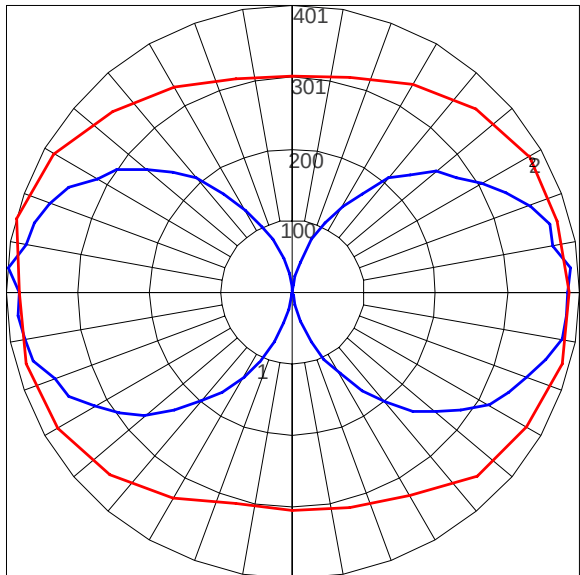
Maximum Candela = 269.98; Located at Horizontal Angle = 195; Vertical Angle = 95
 #1 - Vertical Plane Through Horizontal Angles (195 - 15) (Through Max. Cd.)
 #2 - Horizontal Cone Through Vertical Angle (95) (Through Max Cd.)

ISOFOOTCANDLE PLOT (14W T5 LINEAR FLUORESCENT)



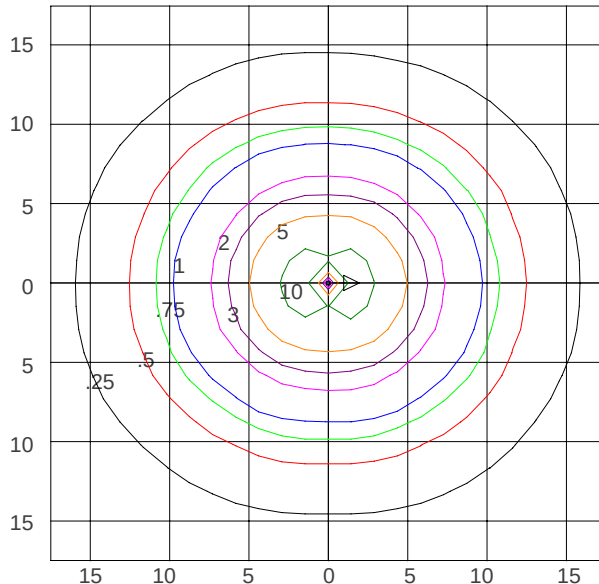
Isofootcandle Plot shows light distribution pattern at ground level with (2) 14W T5 linear fluorescent mini bi-pin base lamps with no shield. Readings have been taken assuming the photometric center of the luminaire to be 2.74 feet above ground level. IES files for standard lamps are available on our website.

POLAR CANDELA PLOT (24W T5/HO LINEAR FLUORESCENT)



Maximum Candela = 400.96; Located at Horizontal Angle = 165; Vertical Angle = 95
 #1 - Vertical Plane Through Horizontal Angles (165 - 345) (Through Max. Cd.)
 #2 - Horizontal Cone Through Vertical Angle (95) (Through Max Cd.)

ISOFOOTCANDLE PLOT (24W T5/HO LINEAR FLUORESCENT)

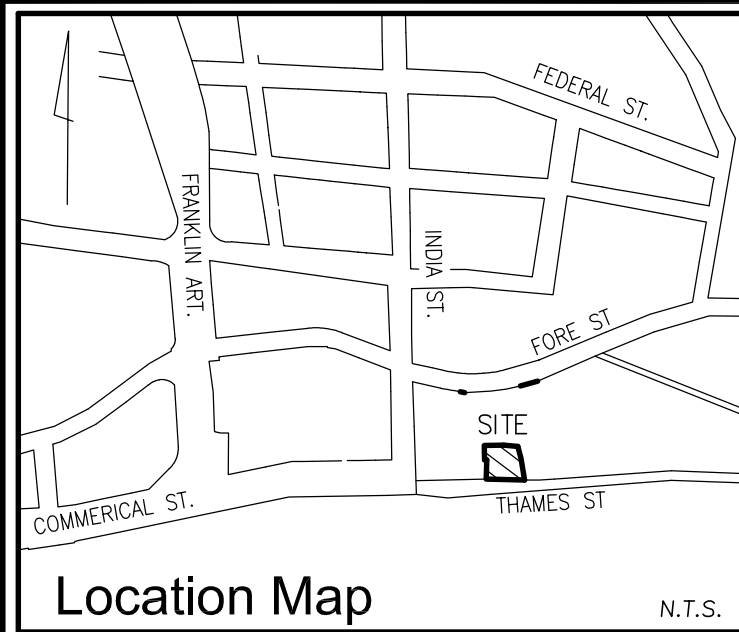


Isofootcandle Plot shows light distribution pattern at ground level with (2) 24W T5/HO linear fluorescent mini bi-pin base lamps with no shield. Readings have been taken assuming the photometric center of the luminaire to be 2.74 feet above ground level. IES files for standard lamps are available on our website.

T 800.451.0410 | www.forms-surfaces.com

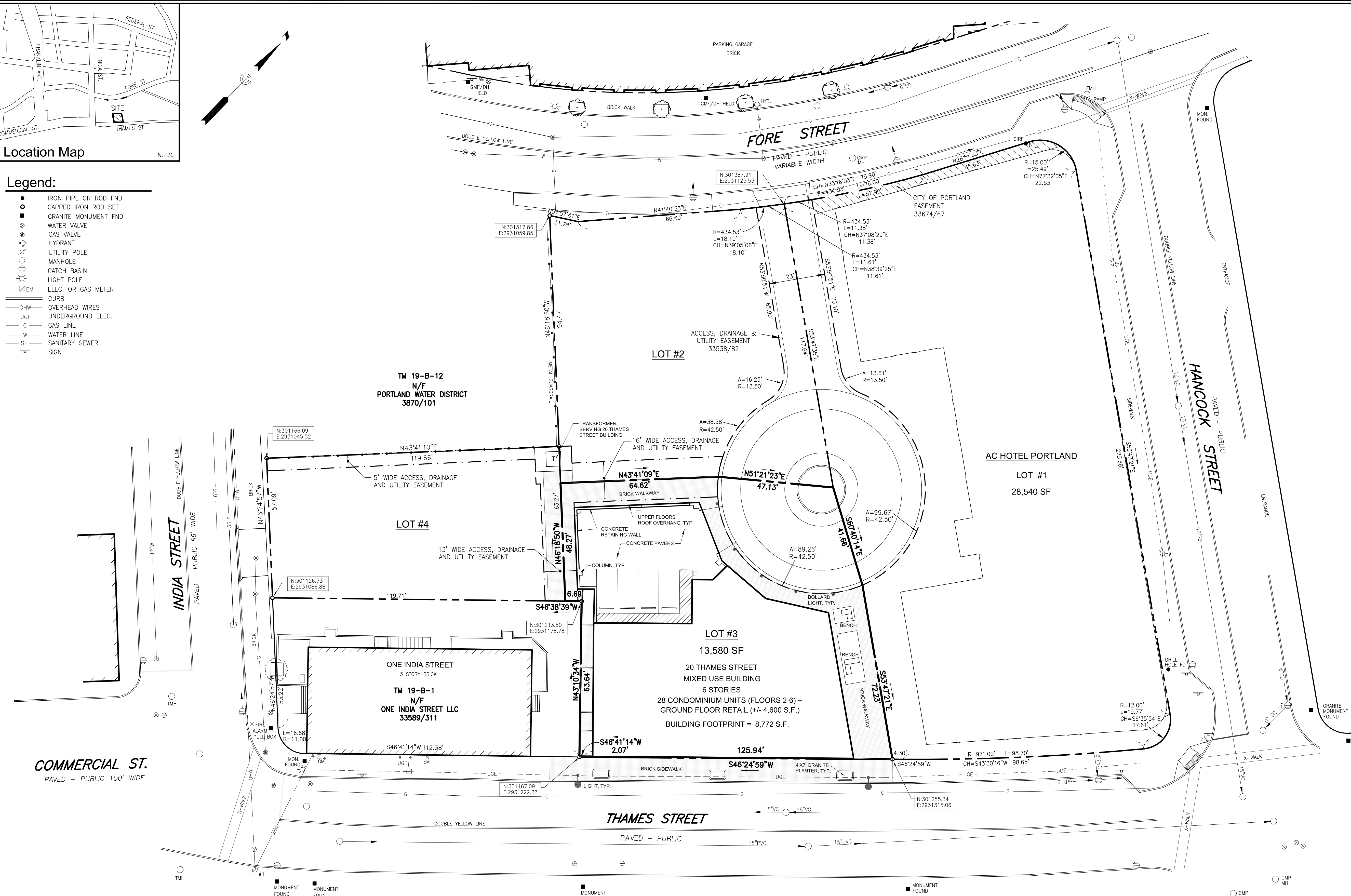
FORMS+SURFACES®

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Legend:

- IRON PIPE OR ROD FND
- CAPPED IRON ROD SET
- GRANITE MONUMENT FND
- WATER VALVE
- GAS VALVE
- HYDRANT
- UTILITY POLE
- MANHOLE
- CATCH BASIN
- LIGHT POLE
- ELEC. OR GAS METER
- CURB
- OVERHEAD WIRES
- UNDERGROUND ELEC.
- GAS LINE
- WATER LINE
- SANITARY SEWER
- SIGN



Plan References:

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- LAND TITLE SURVEY AND SUBDIVISION PLAN IN PORTLAND, MAINE, USA MADE FOR THE TRUST FOR PUBLIC LAND, THE CITY OF PORTLAND, THE MAINE DEPARTMENT OF TRANSPORTATION, THE CANADIAN NATIONAL RAILWAY COMPANY DATED FEBRUARY 19, 1993 REVISED THROUGH 10-20-94 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 193 PAGE 187.
- SUBDIVISION RECORDING PLAT ON ONE INDIA STREET, PORTLAND, MAINE MADE FOR RIVERWALK LLC, 25 INDIA STREET LLC, HANCOCK & MIDDLE, LLC, AND OCEAN GATEWAY LLC DATED MARCH 22, 2006 REVISED 04-13-06 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 207 PAGE 54.
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- RECORDING PLAT, 158 FORE STREET, 158 FORE STREET, PORTLAND, MAINE MADE FOR RECORD OWNER PORTLAND NORWICH GROUP LLC DATED MARCH 11, 2016 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 216 PAGE 185.
- RECORDING PLAT, 158 FORE STREET, 158 FORE STREET, PORTLAND, MAINE MADE FOR RECORD OWNER PORTLAND NORWICH GROUP LLC DATED JANUARY 12, 2017 BY OWEN HASKELL, INC.

Notes:

- OWNER OF RECORD:
LOT 1: PORTLAND NORWICH GROUP LLC, 2330 PALM RIDGE ROAD #305, SANIBEL, FL, CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 32746 PAGE 289
LOTS 2, 3, & 4: PORTLAND ACQUISITION LLC
DEED BOOK 33254, PAGE 357
- PARCEL IS SHOWN AS A PORTION OF LOT 20, BLOCK B, ON THE CITY OF PORTLAND ASSESSORS MAP 19.
- BEARINGS ARE GRID NORTH PER PLAN REFERENCE 1.

APPROVED BY THE
CITY OF PORTLAND PLANNING BOARD

DATE _____

STATE OF MAINE, CUMBERLAND, ss
REGISTRY OF DEEDS
RECEIVED _____
AT _____ hr. _____ min. _____ m AND RECORDED
IN PLAN BOOK _____, PAGE _____
ATTEST: _____ REGISTER

Flood Zone Note:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 00014B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

Zoning Information:

THE PROPERTY LIES IN THE CITY OF PORTLAND'S INDIA STREET FORM-BASED CODE ZONE (IS-FBC) SEE CITY OF PORTLAND'S LAND USE ORDINANCE DIVISION 15.2 SECTION 14-275.1

Utility Note:

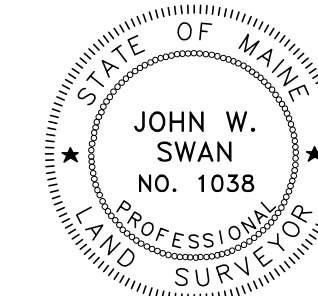
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO WARRANTIES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION.

Certificate:

OWEN HASKELL, INC. CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

3/08/17
DATE

JOHN W. SWAN, PLS NO. 1038



APPLICANT:
PORTLAND NORWICH GROUP LLC
PORTLAND NORWICH ACQUISITION LLC

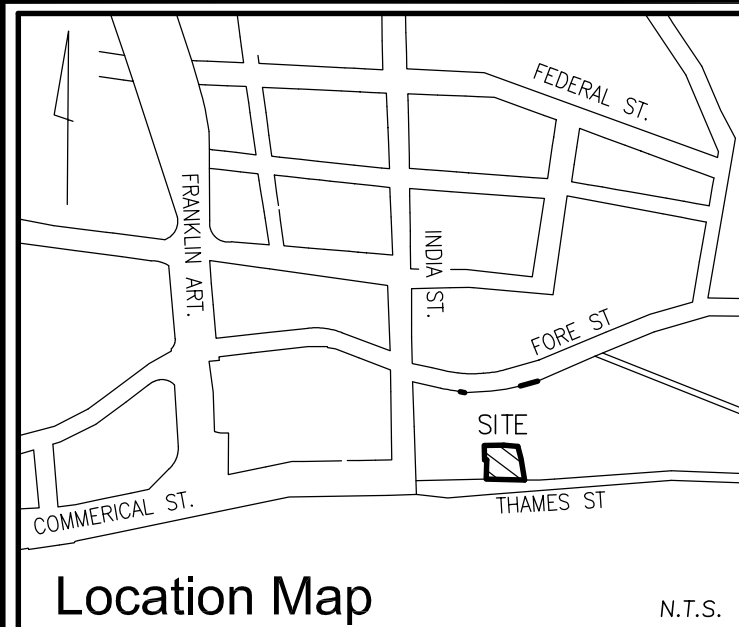
AMENDED RECORDING PLAT
158 FORE STREET
20 THAMES STREET, PORTLAND, MAINE
MADE FOR RECORD OWNER
PORTLAND NORWICH ACQUISITION LLC
2330 PALM RIDGE ROAD #305, SANIBEL, FL 33957

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

Drwn By	RS	Date	Job No.
Trace By	JLW	FEBRUARY 24, 2017	2015-021P
Check By	JWS	Scale	Drwg. No.
Book No.	1099	1" = 20'	RP-L3

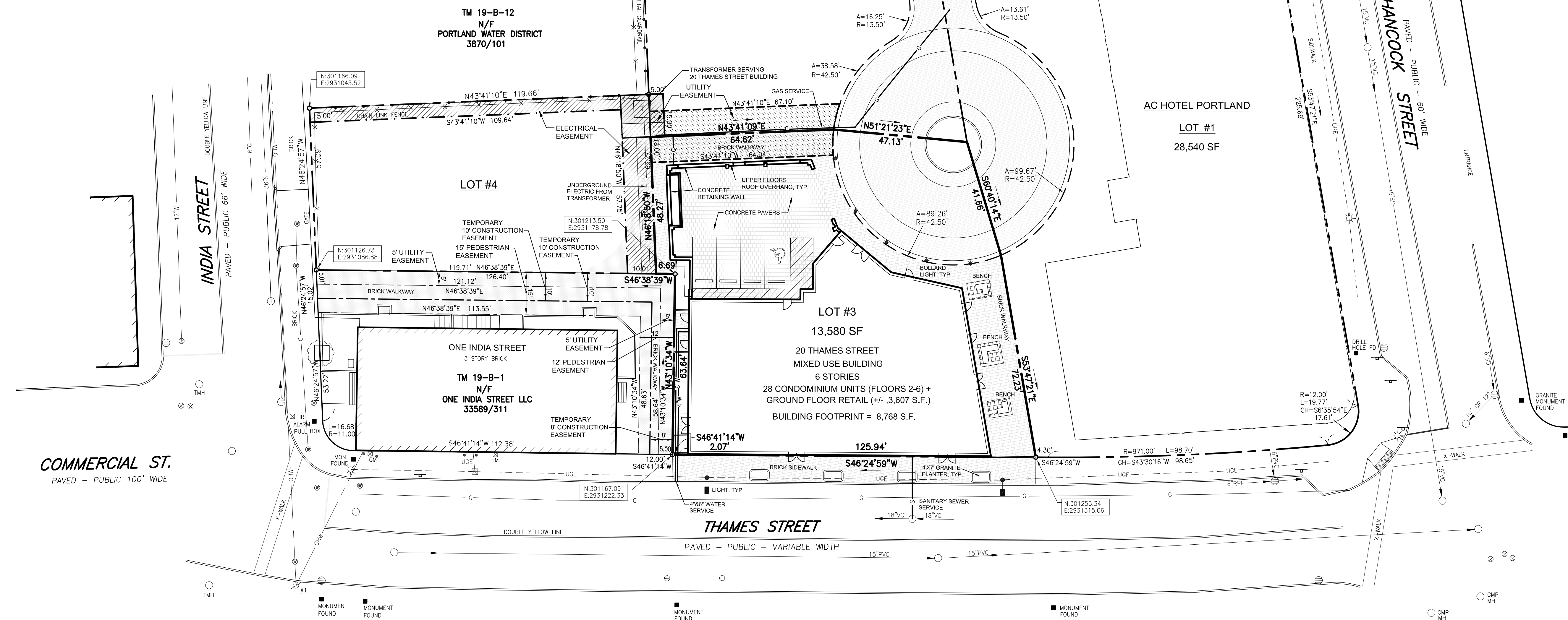
SCALE : 1" = 20'

0' 10' 20' 40'



Legend:

- IRON PIPE OR ROD FND
- CAPPED IRON ROD SET
- GRANITE MONUMENT FND
- WATER VALVE
- GAS VALVE
- HYDRANT
- UTILITY POLE
- MANHOLE
- CATCH BASIN
- LIGHT POLE
- ELEC. OR GAS METER
- CURB
- OVERHEAD WIRES
- UNDERGROUND ELEC.
- GAS LINE
- WATER LINE
- SANITARY SEWER
- SIGN



COMMERCIAL ST.
PAVED - PUBLIC 100' WIDE

Flood Zone Note:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 00014B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

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6/09/2017
DATE

JOHN W. SWAN, PLS NO. 1038

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Notes:

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APPROVED BY THE
CITY OF PORTLAND PLANNING BOARD

DATE _____

STATE OF MAINE, CUMBERLAND, ss
REGISTRY OF DEEDS
RECEIVED _____
AT _____ hr. _____ min. _____ m AND RECORDED
IN PLAN BOOK _____, PAGE _____
ATTEST: _____ REGISTER

APPLICANT:
PORTLAND NORWICH GROUP LLC
PORTLAND NORWICH ACQUISITION LLC

SUBDIVISION PLAN
158 FORE STREET

20 THAMES STREET, PORTLAND, MAINE

MADE FOR RECORD OWNER

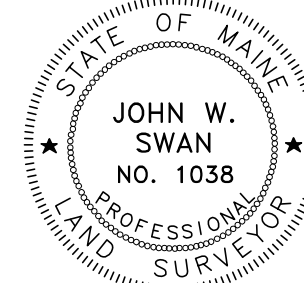
PORTLAND NORWICH ACQUISITION LLC
2330 PALM RIDGE ROAD #305, SANIBEL, FL 33957



OWEN HASKELL, INC.

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

Drawn By	RS	Date	Job No.
Trace By	JLW	JUNE 9, 2017	2015-021P
Check By	JWS	Scale	Drwg. No.
Book No.	1099	1" = 20'	SUB-L3









THAMES STREET BUILDING

20 Thames Street, Portland Maine



FEB. 23, 2017 48 Union Wharf Portland, Maine 04101



THAMES STREET BUILDING

20 Thames Street, Portland Maine



FEB. 23, 2017 48 Union Wharf Portland, Maine 04101



1 | 1ST FLOOR 1/16"



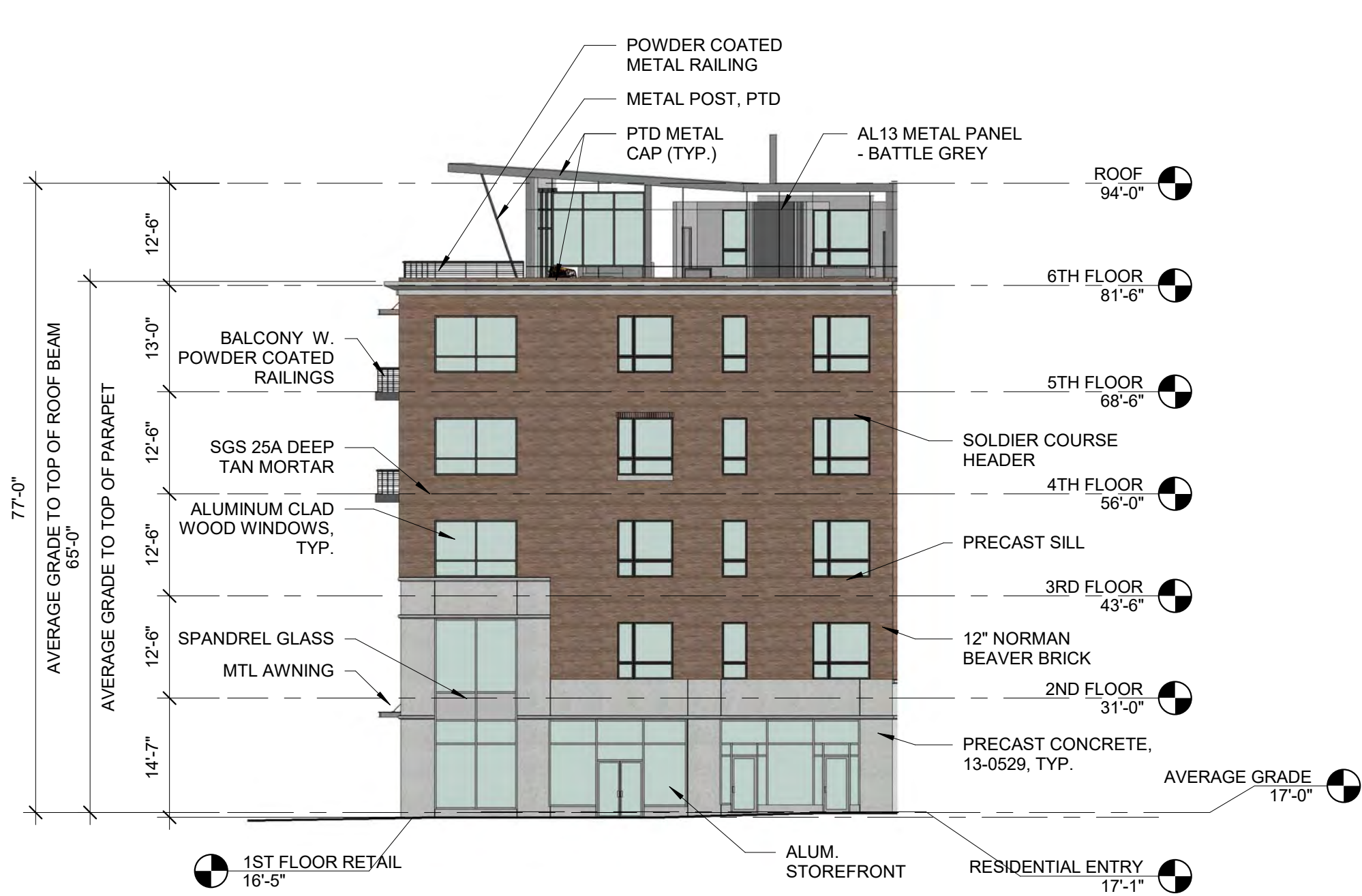
3 | 4TH & 5TH FLOOR



2 | 2ND & 3RD FLOOR



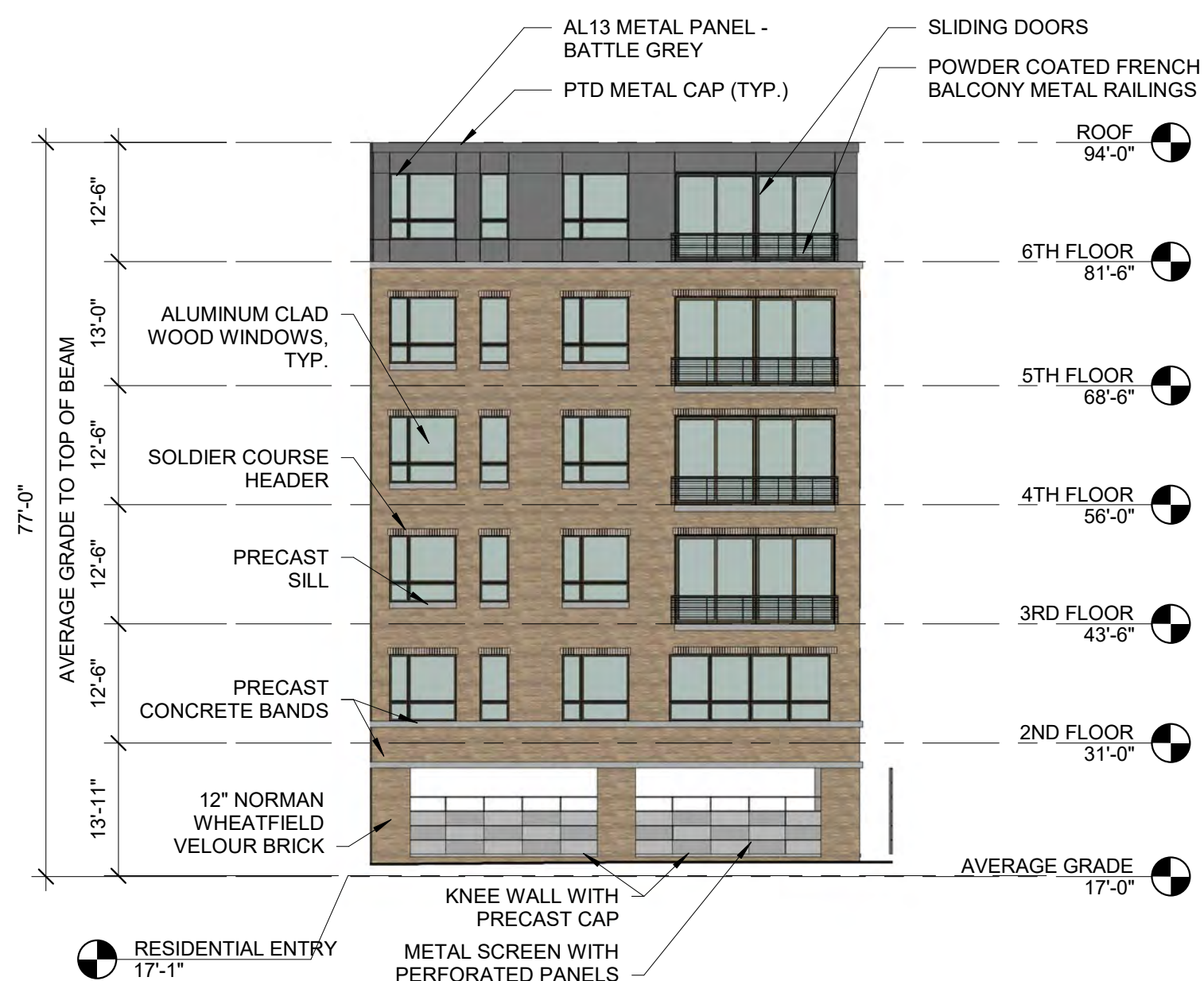
4 | 6TH FLOOR 1/16"



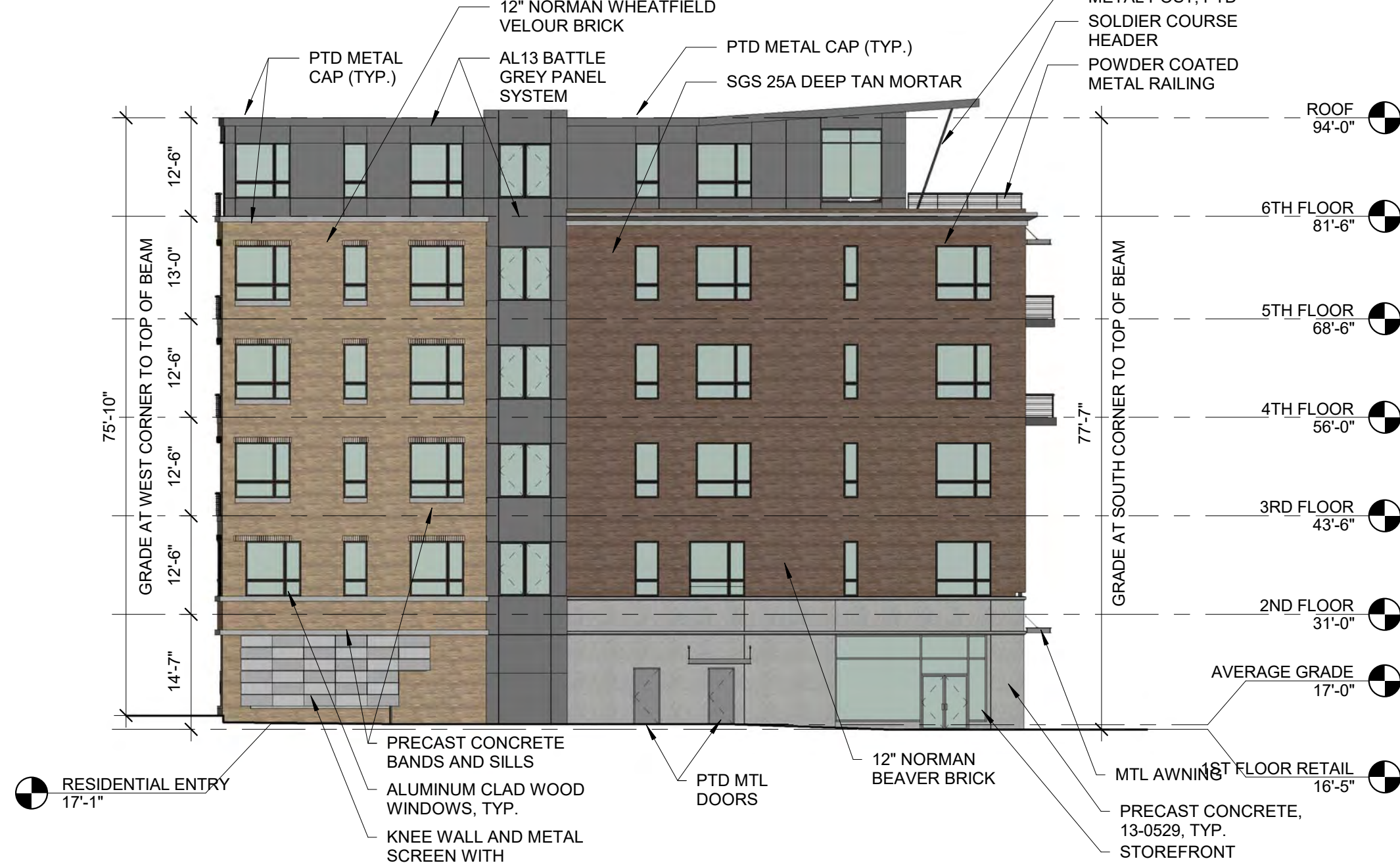
5 | EAST ELEVATION
1/16" = 1'-0"



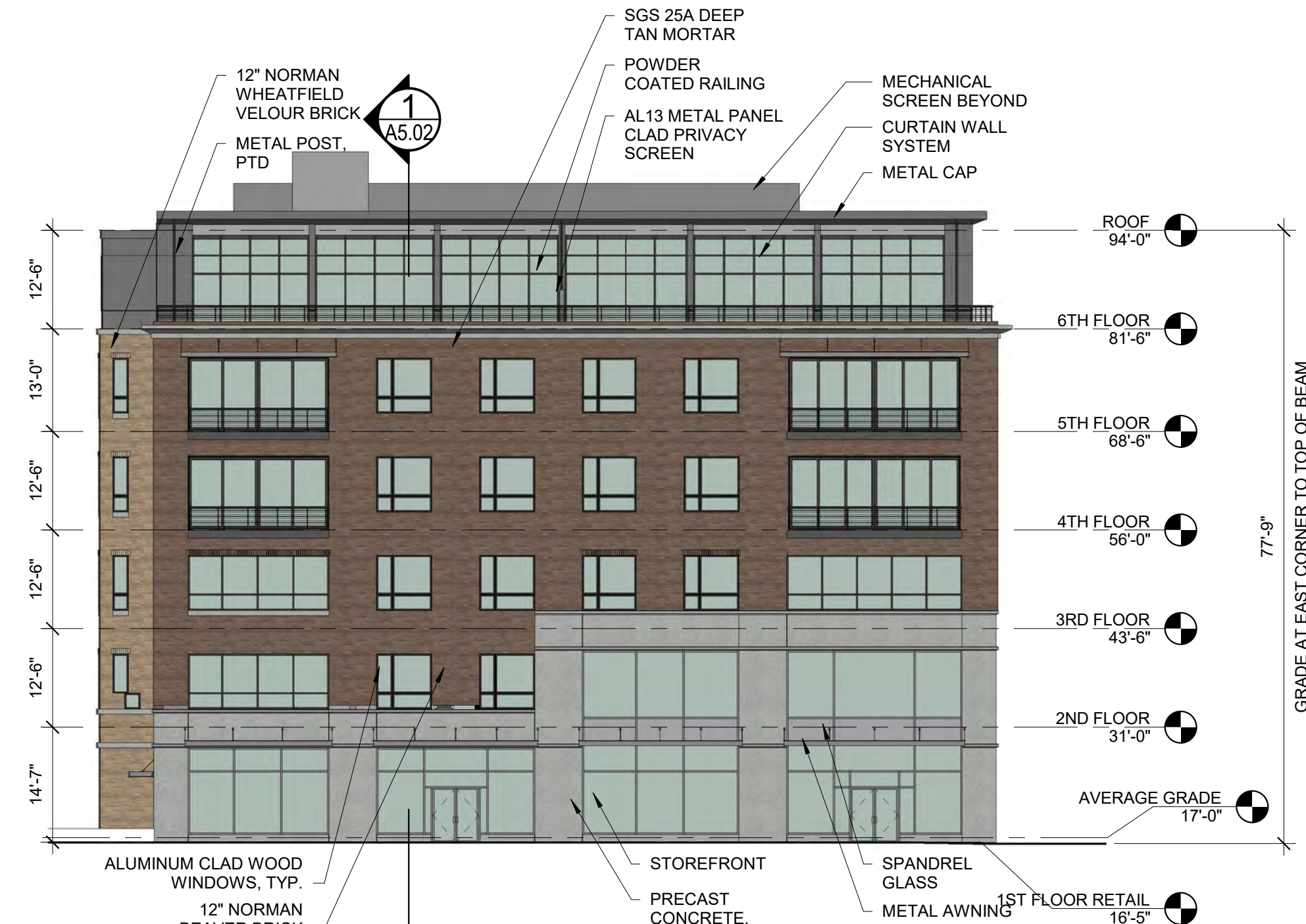
4 | COURTYARD ELEVATION
1/16" = 1'-0"



3 | NORTH ELEVATION
1/16" = 1'-0"

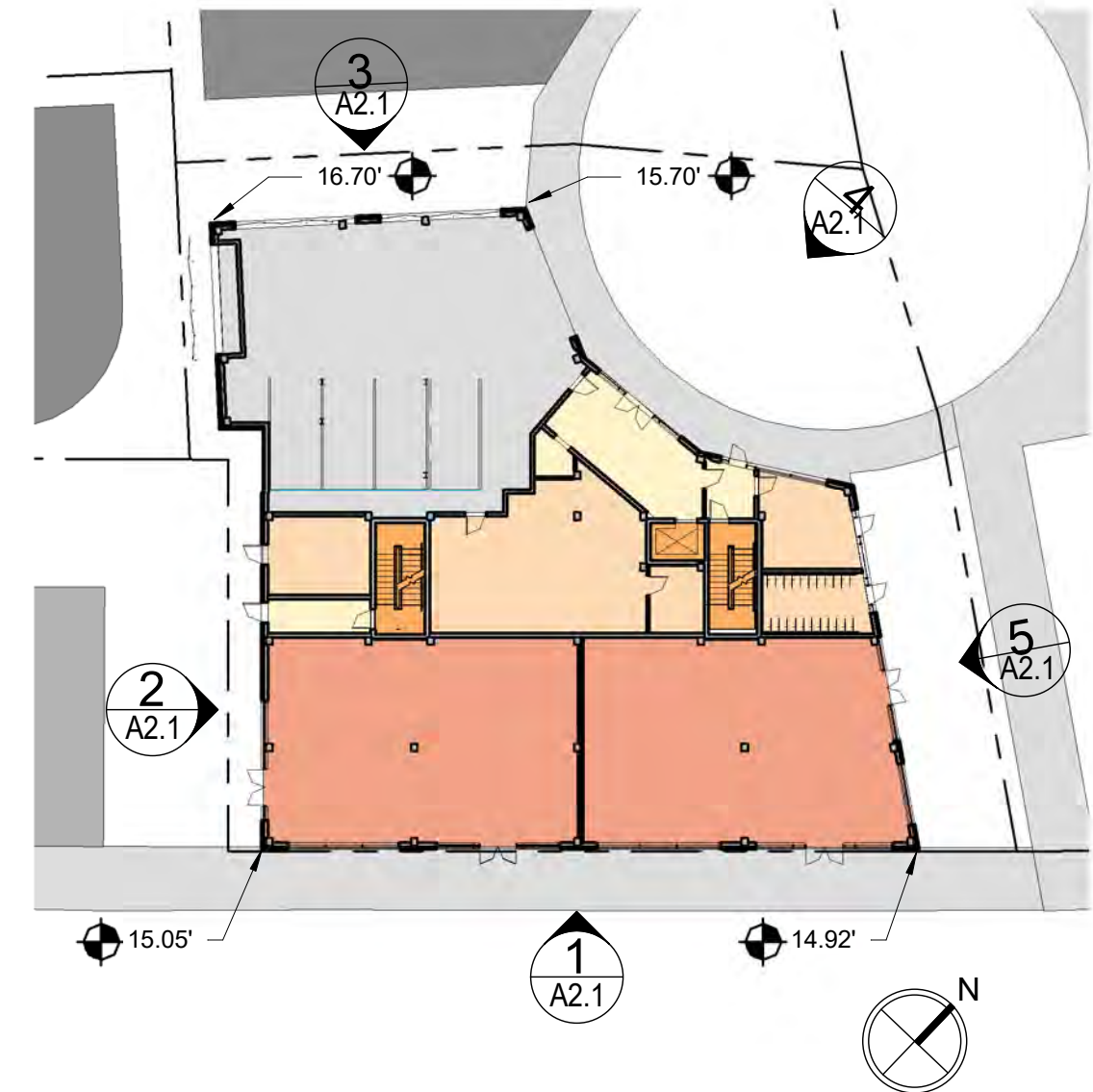


2 | WEST ELEVATION
1/16" = 1'-0"



1 | SOUTH ELEVATION
1/16" = 1'-0"

- GENERAL NOTES:
1. AVERAGE GRADE BY DEFINITION: 4 CORNER AVERAGE GRADE - N 15.7' + E 14.92' + S 15.05' + W 16.7' = 62.37' / 4 = 15'-8" (AVERAGE GRADE)
 2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT AT THE FOUR CORNERS FROM GRADE TO THE HIGHEST POINT OF ROOF BEAM - N 76'-10" + E 77'-9" + S 77'-7" + W 75'-10" = 308'-0" / 4 = 77'-0"



Prepared For:
**EssexNorth
Portland LLC**

P.O. Box 394
Topsfield, MA 01983

Consultant:

ARCHETYPE
architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Architect:

**THAMES STREET
BUILDING**

20 Thames Street, Portland, Maine

Project:

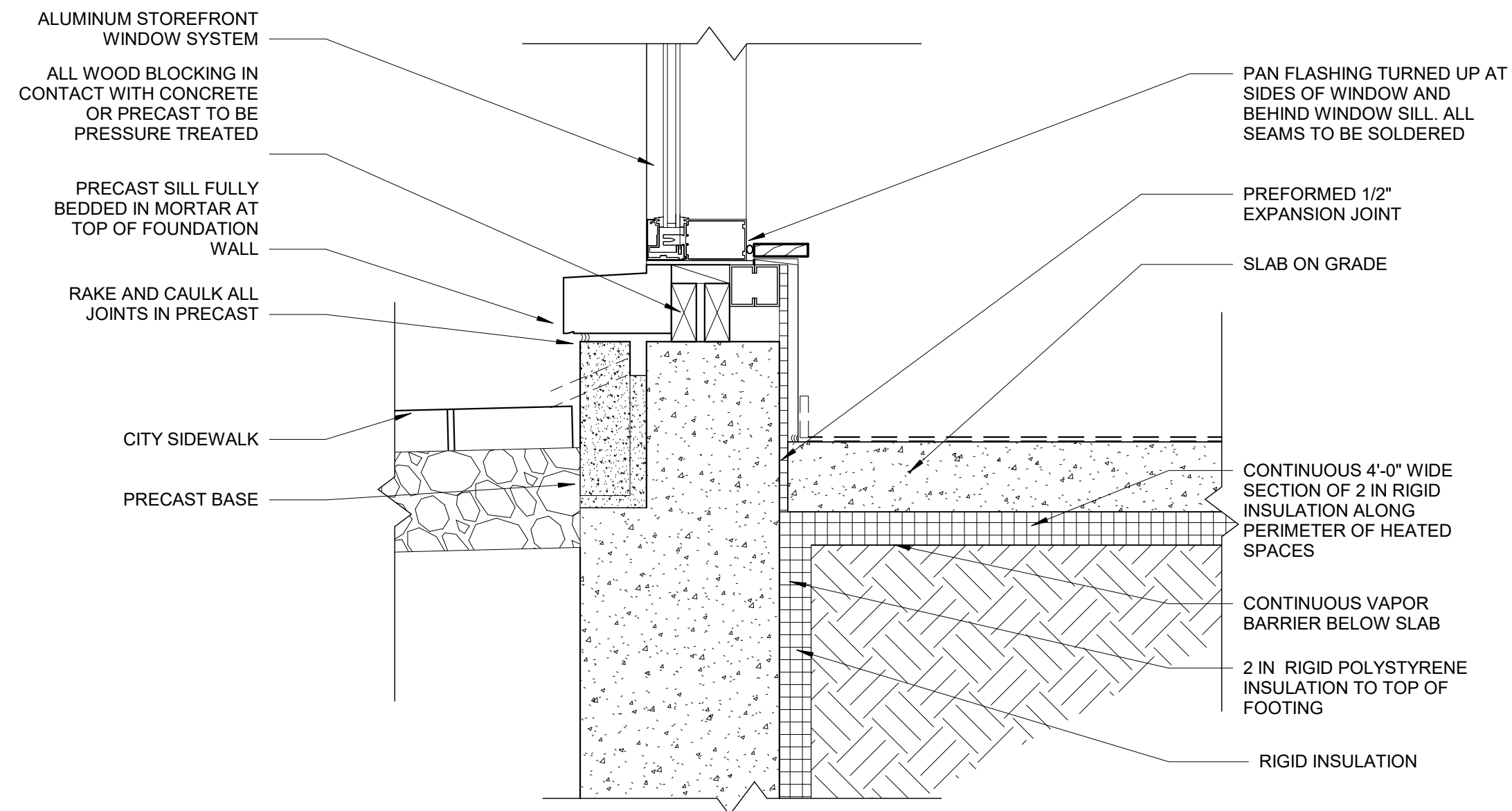
Revisions:
FINAL CITY SUBMISSION
6/9/2017

Date:
JUNE 8, 2017

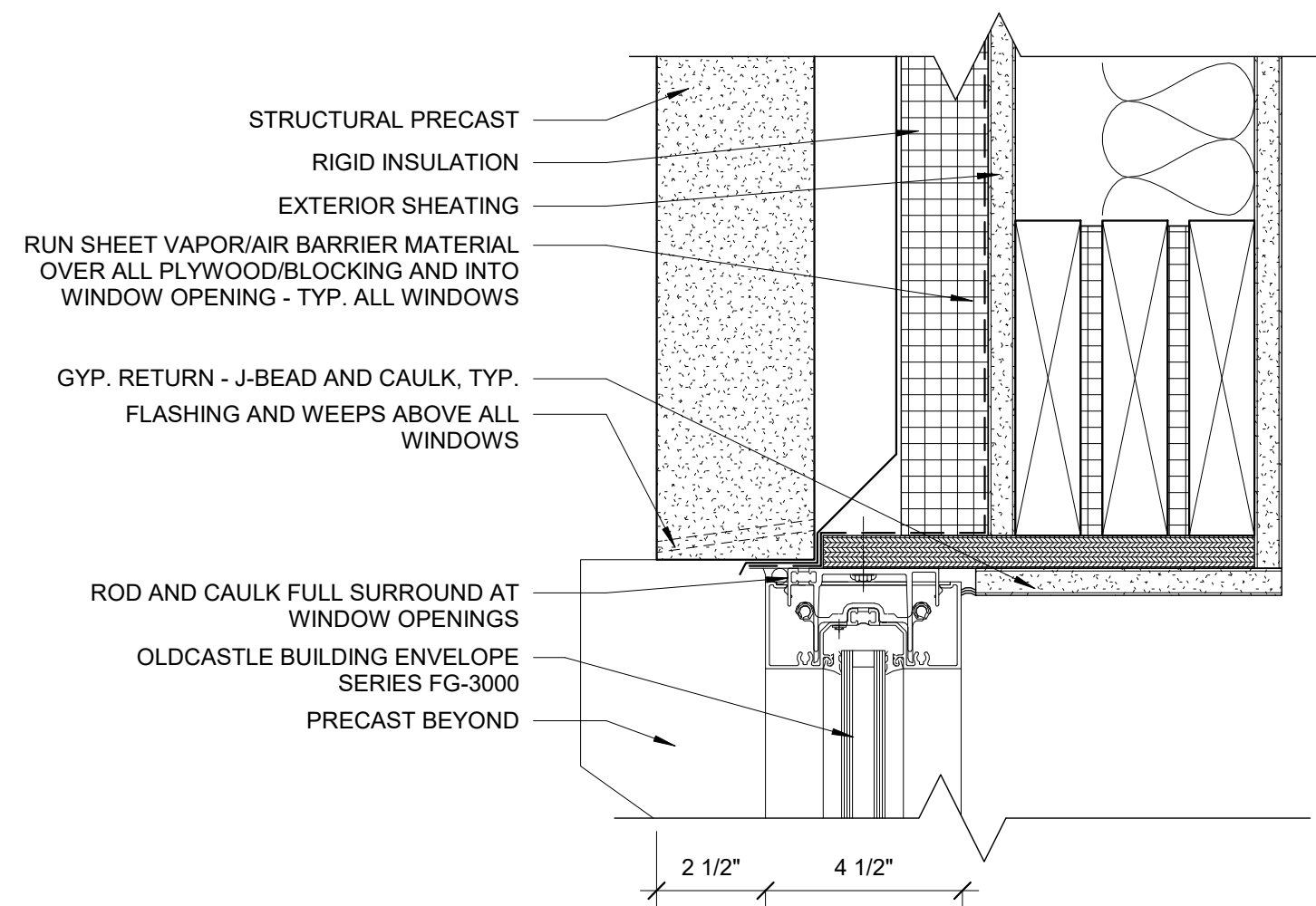
Scale:
As indicated

**BUILDING
ELEVATIONS**

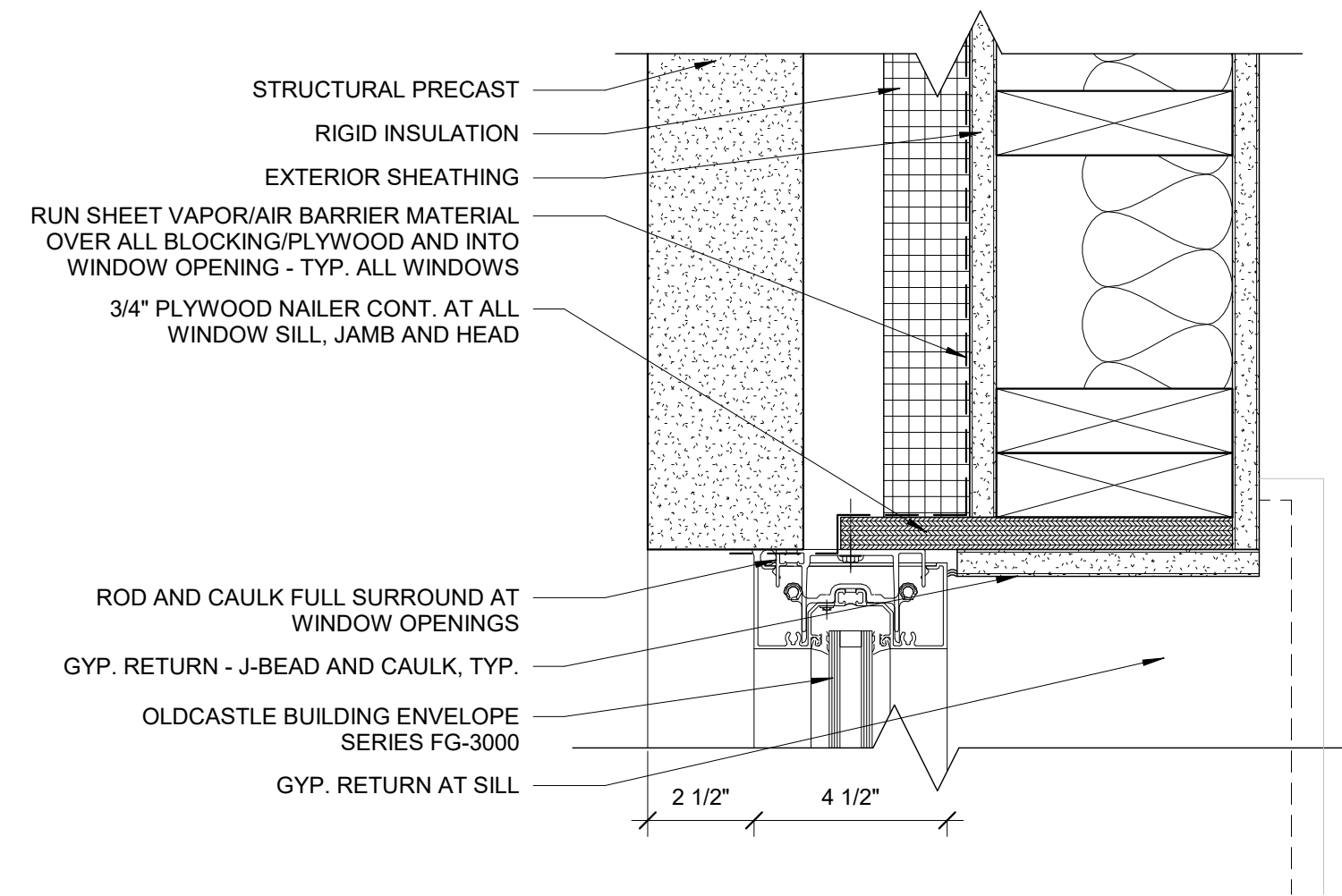
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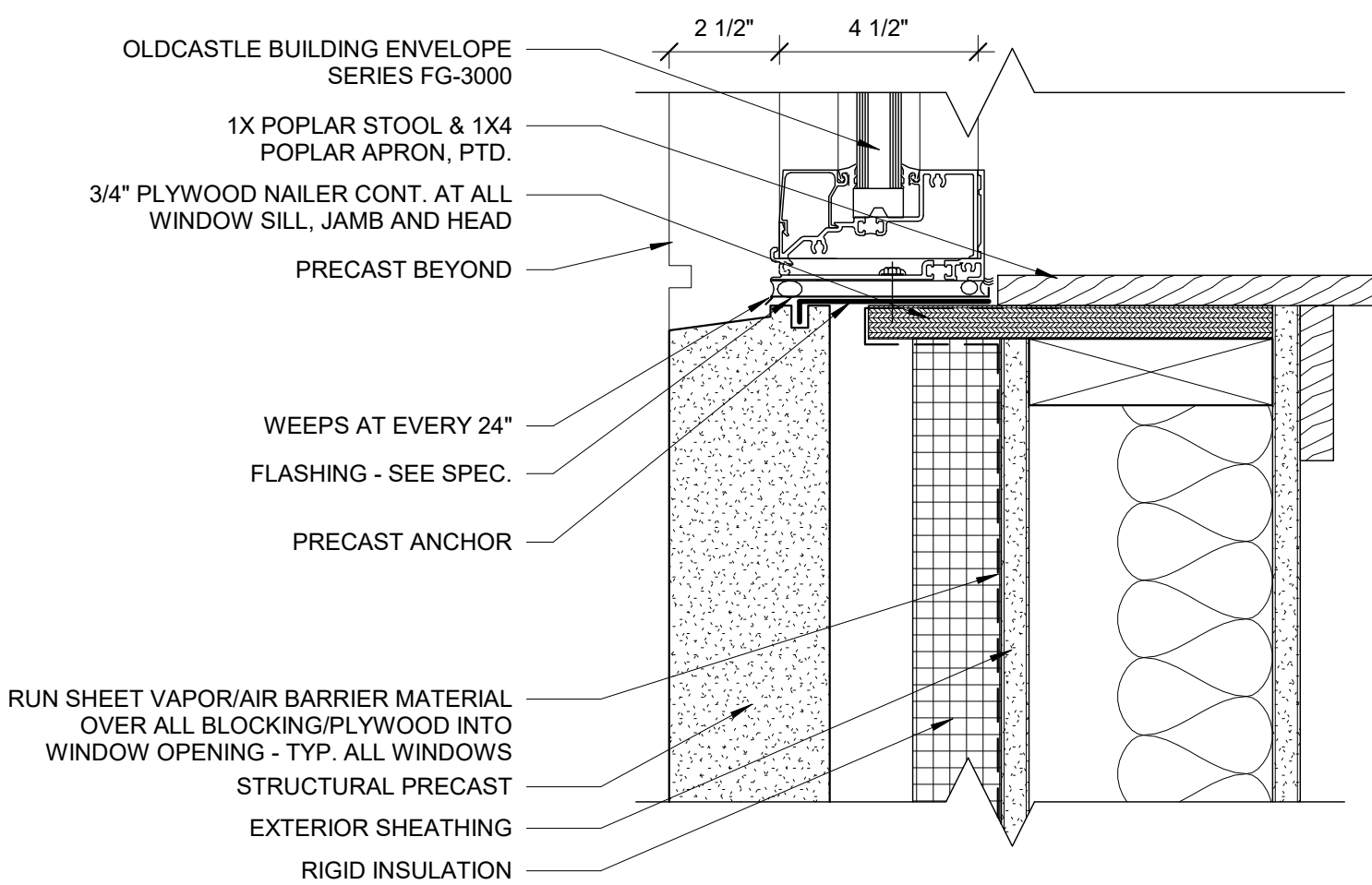
7 | TYPICAL STOREFRONT SILL
1 1/2" = 1'-0"



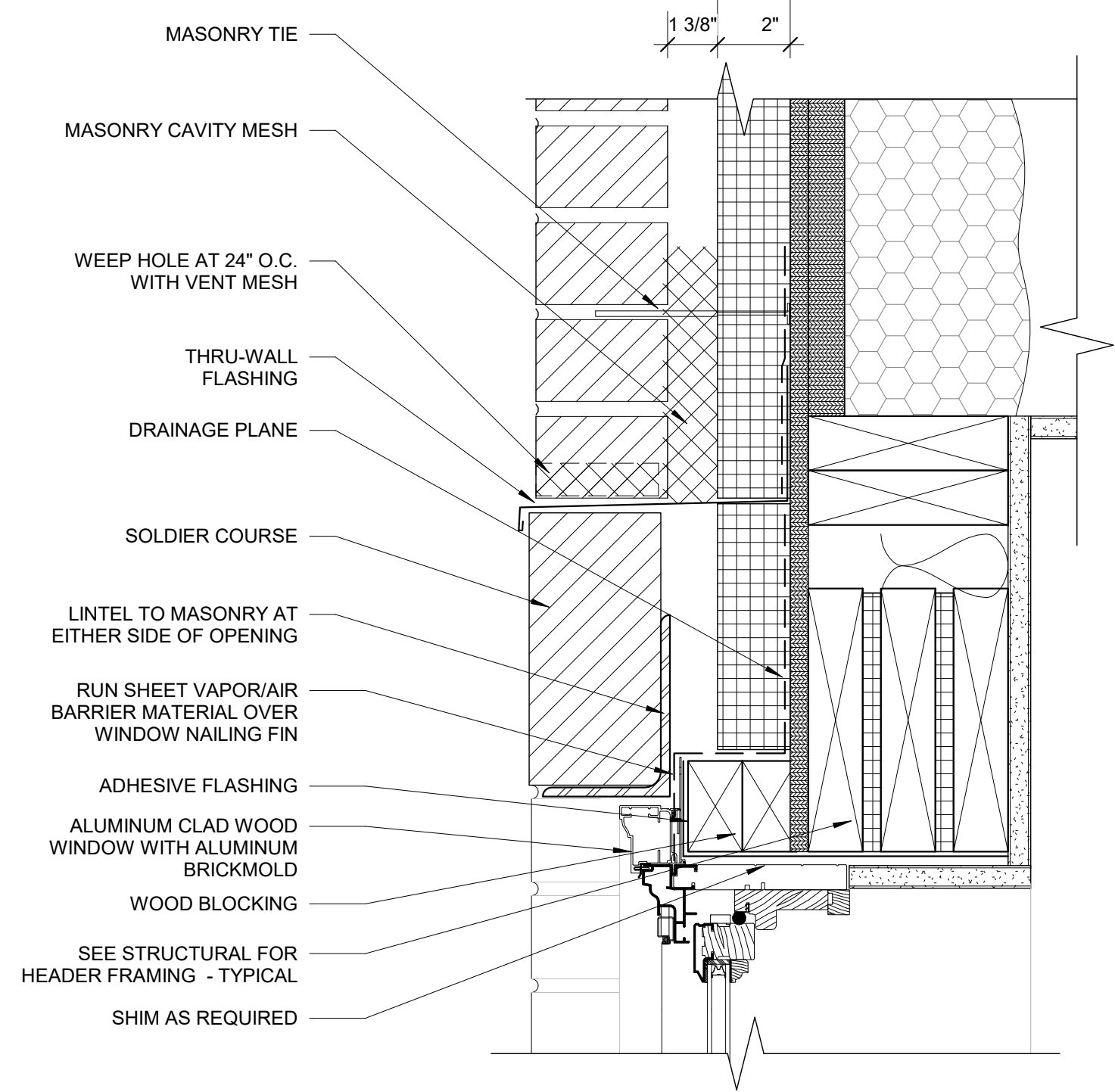
6 | TYP. WINDOW HEAD SECTION AT PRECAST WALL
3" = 1'-0"



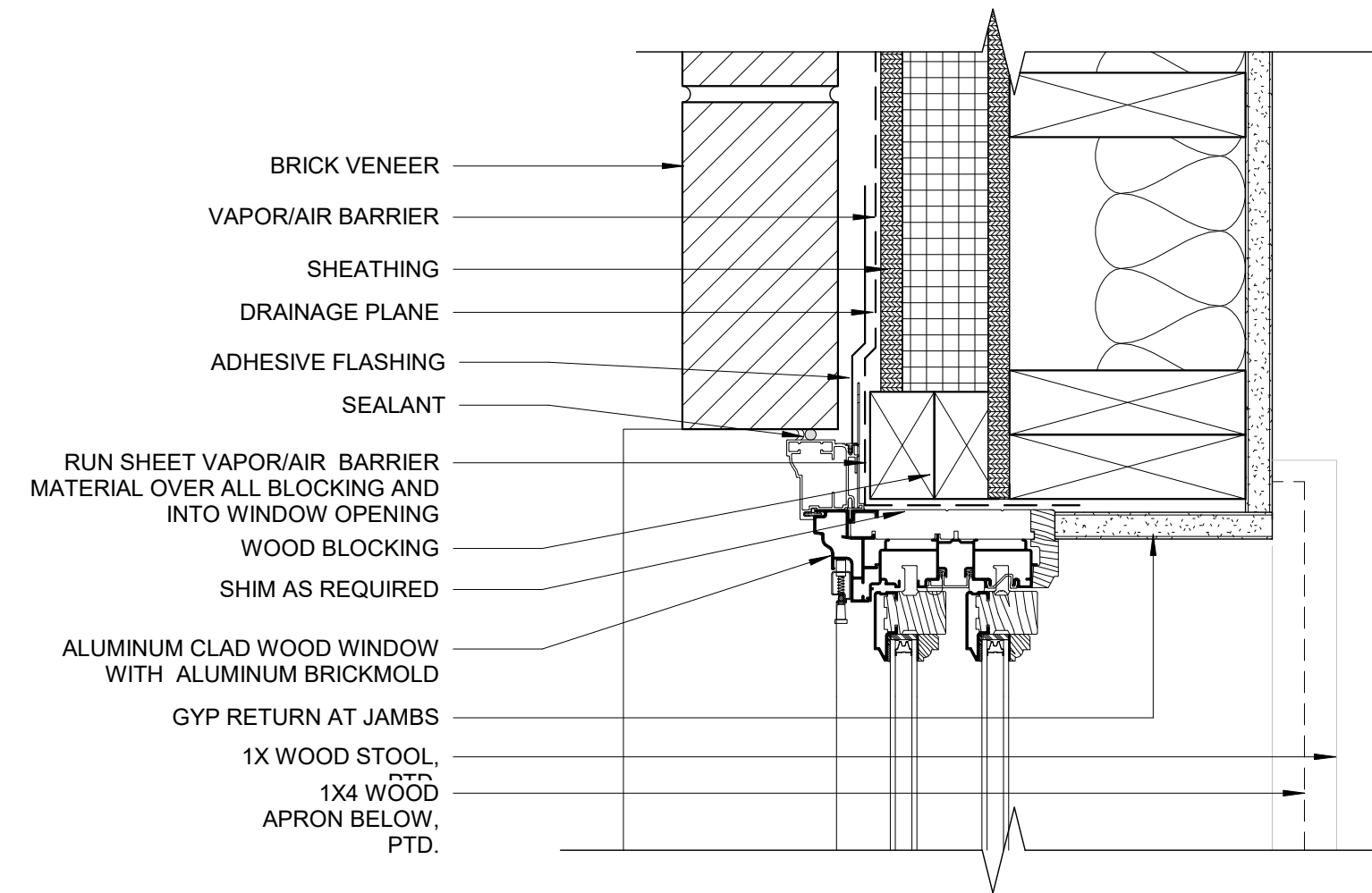
5 | TYP. WINDOW JAMB DETAIL AT PRECAST WALL
3" = 1'-0"



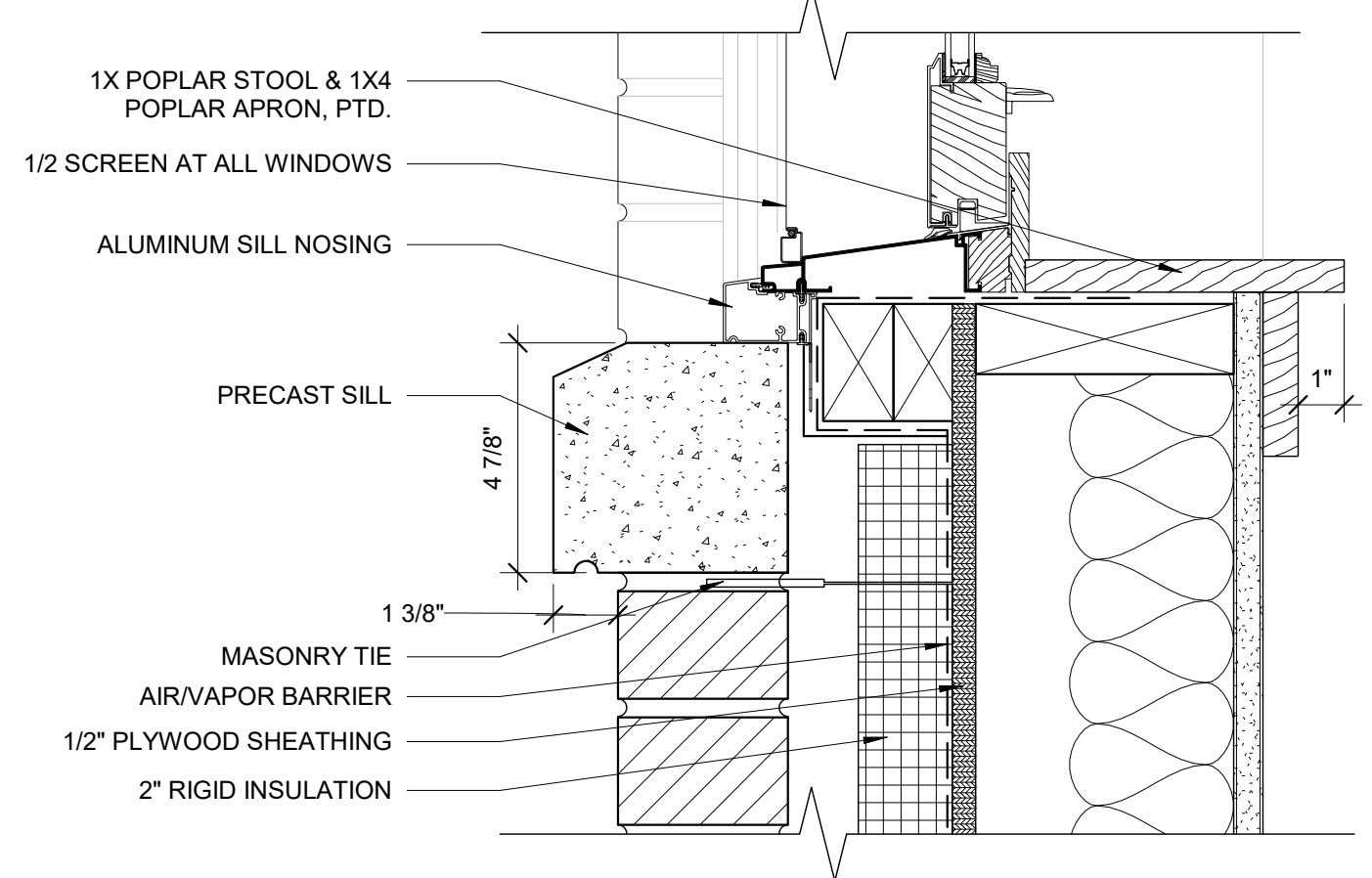
4 | TYP. WINDOW SILL DETAIL AT PRECAST WALL
3" = 1'-0"



3 | WINDOW HEAD AT BRICK
3" = 1'-0"



2 | WINDOW JAMB AT BRICK
3" = 1'-0"



1 | WINDOW SILL AT BRICK
3" = 1'-0"

Owner

Consultant:

Architect:
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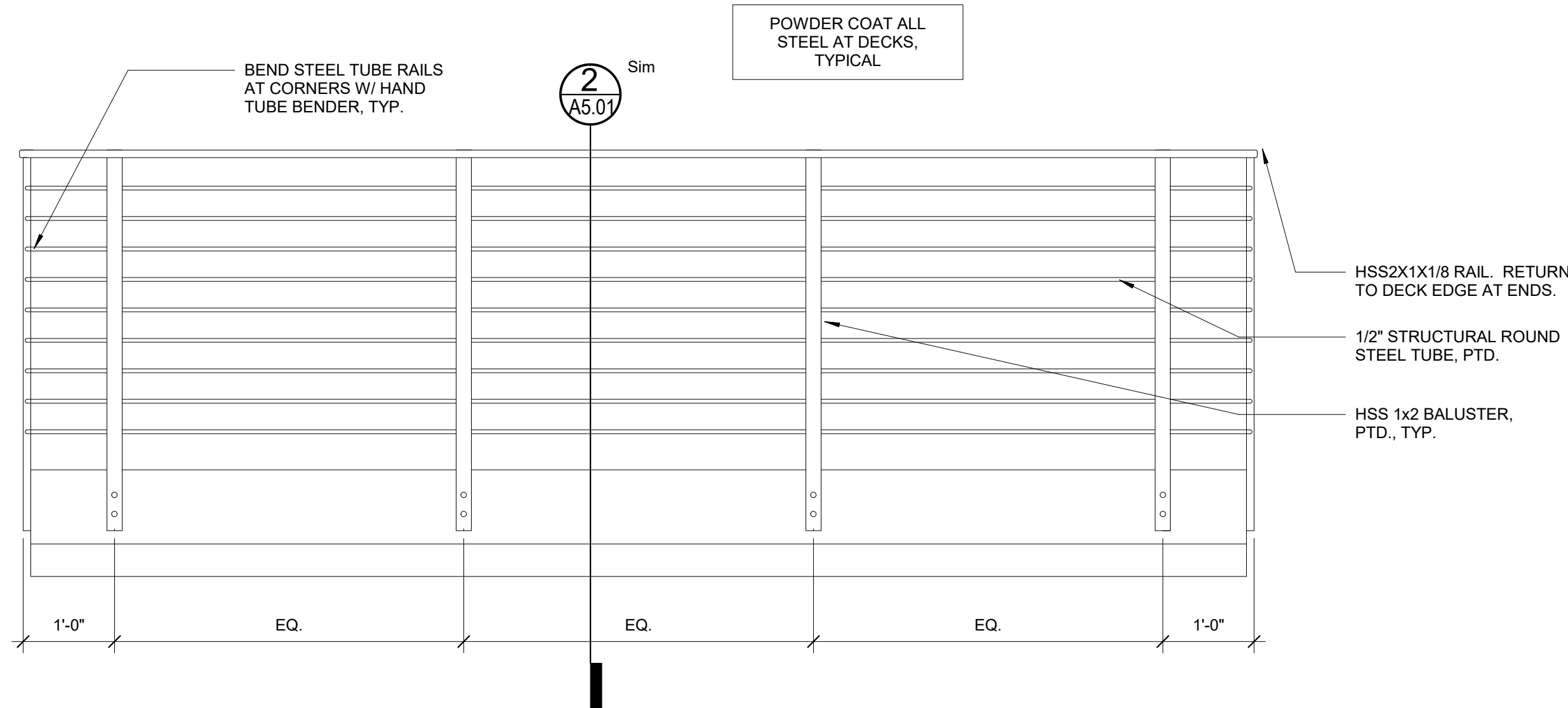
Project:
THAMES STREET BUILDING
20 Thames Street, Portland, Maine

Revisions:

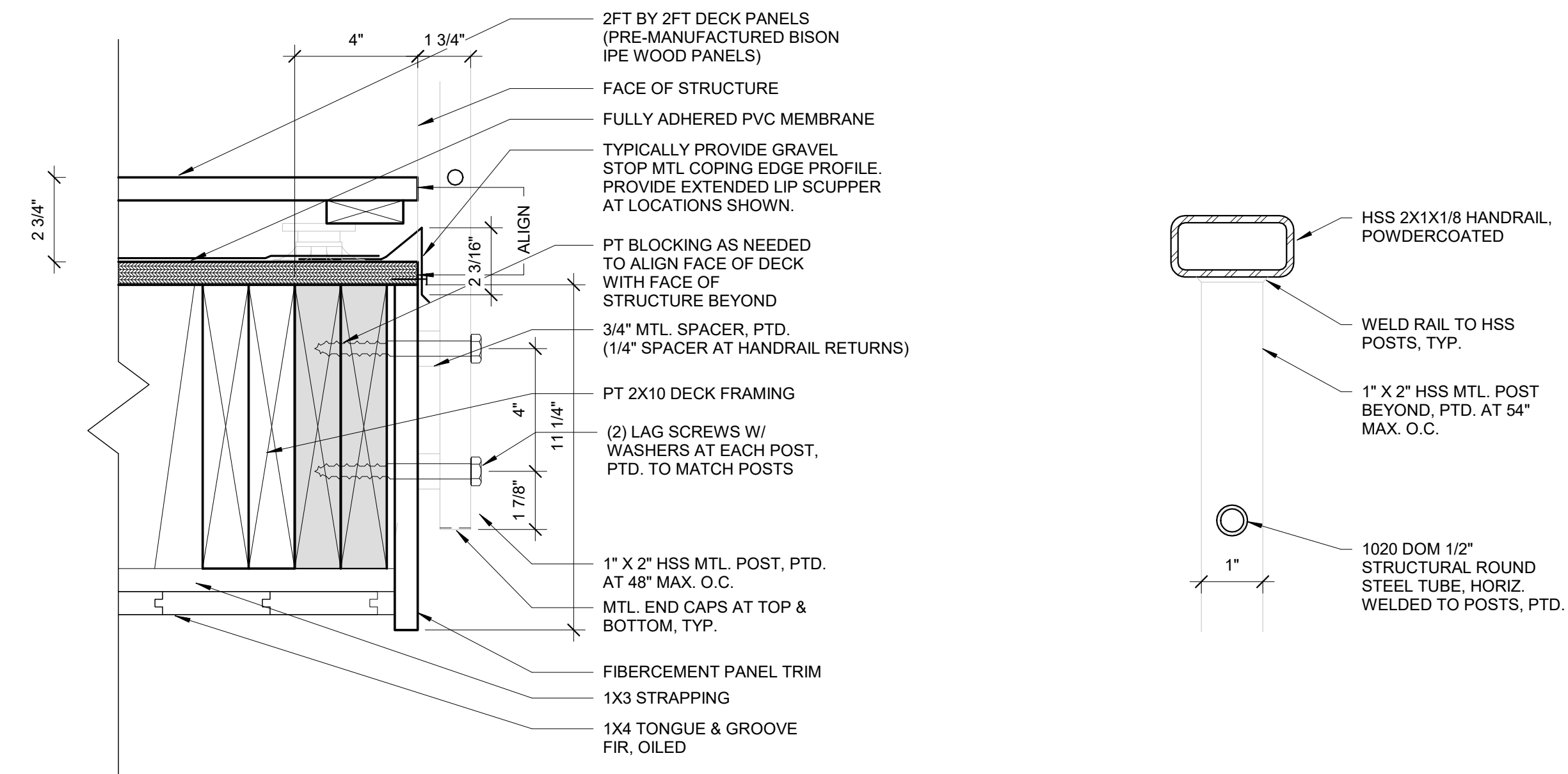
Date: JAN. 27, 2017
Scale: As indicated
WINDOW AND STOREFRONT DETAILS

A5.00

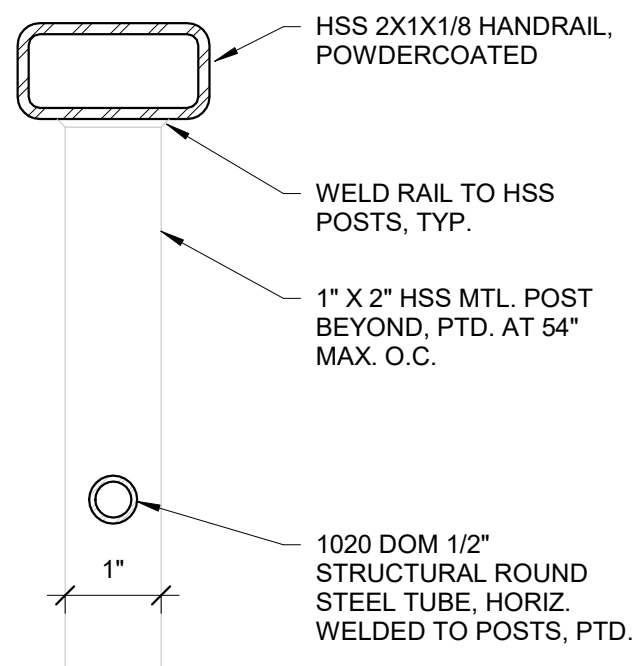
5 | TYP. DECK ELEVATION
3/4" = 1'-0"



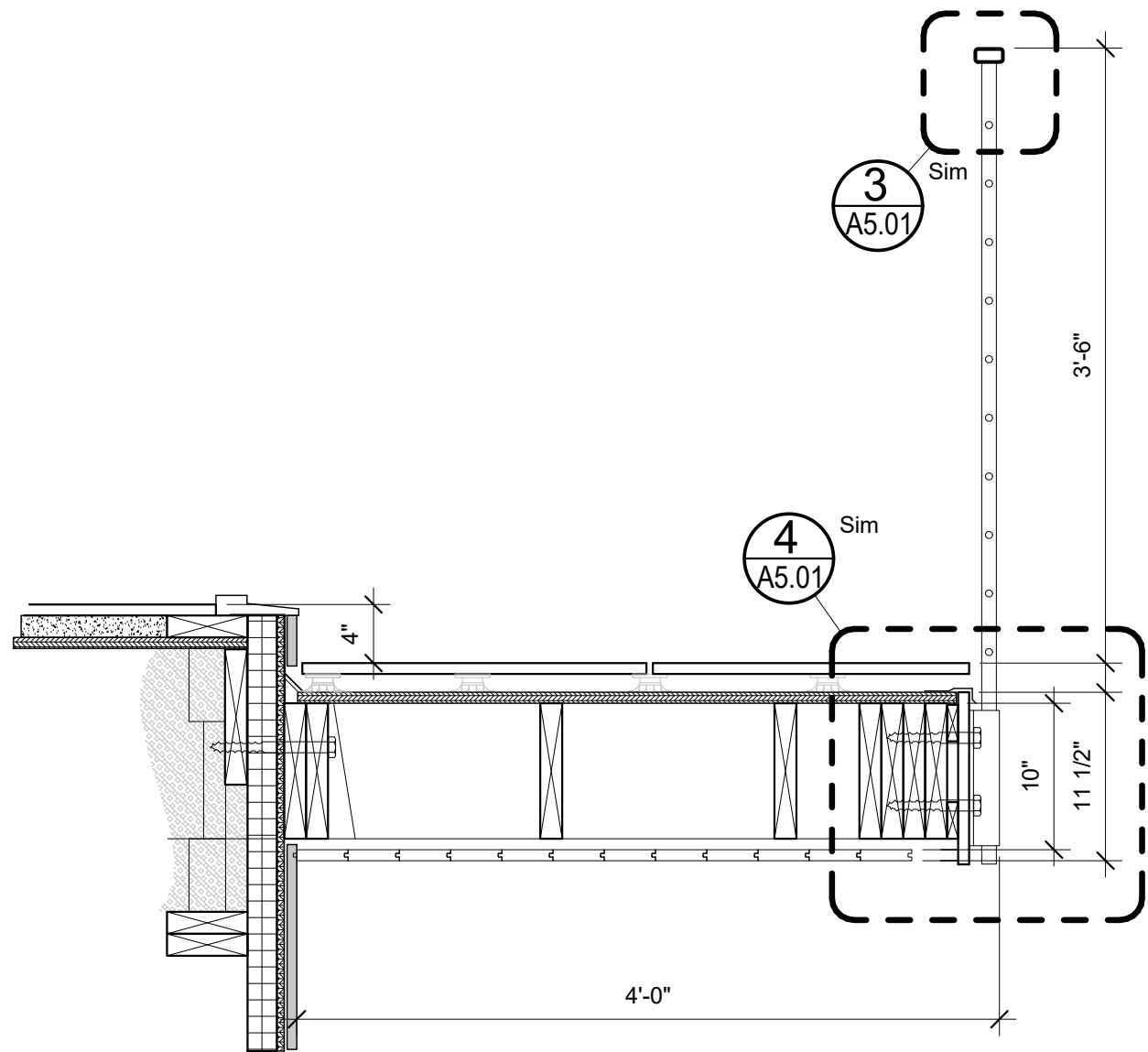
4 | TYP. DECK EDGE DETAIL
3" = 1'-0"



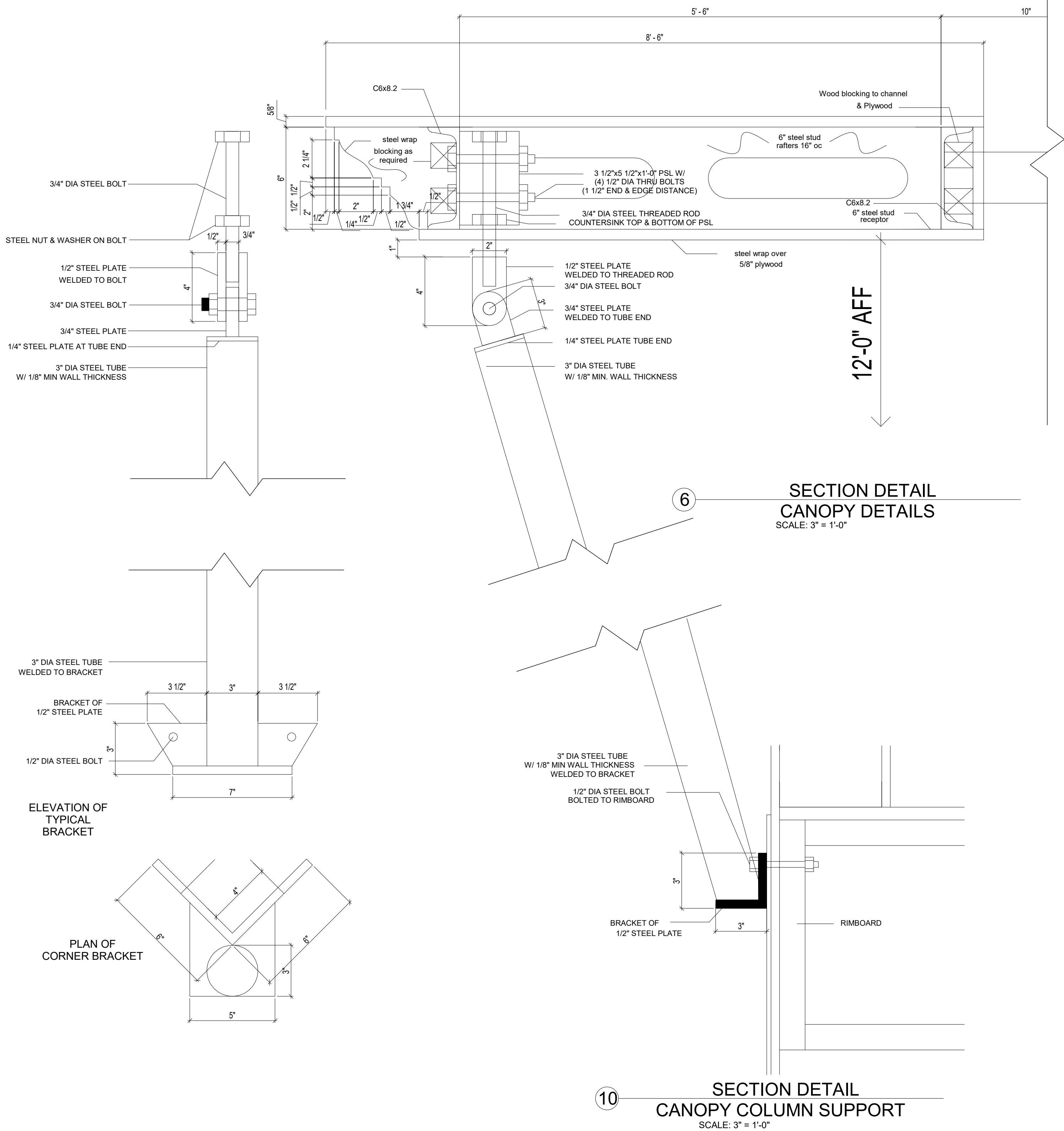
3 | METAL DECK RAIL DETAIL
6" = 1'-0"



2 | TYP DECK SECTION
1" = 1'-0"



1 | CANOPY DETAILS
3" = 1'-0"



Prepared For:
Owner

Consultant:

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architects
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Project:
THAMES STREET BUILDING
20 Thames Street, Portland Maine

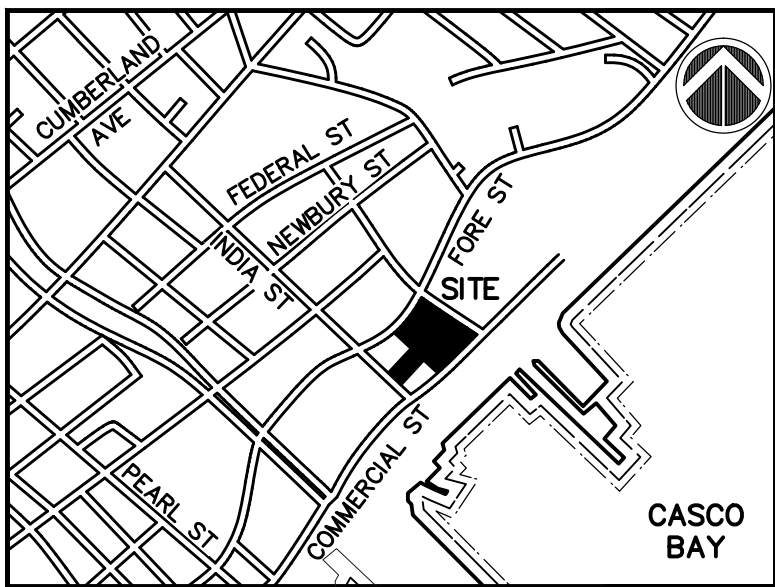
Revisions:

Date: JAN. 27, 2017
Scale: As indicated
CANOPY AND RAILING DETAILS

A5.01

20 THAMES STREET RESIDENTIAL CONDOMINIUM

20 THAMES STREET
PORTLAND, MAINE



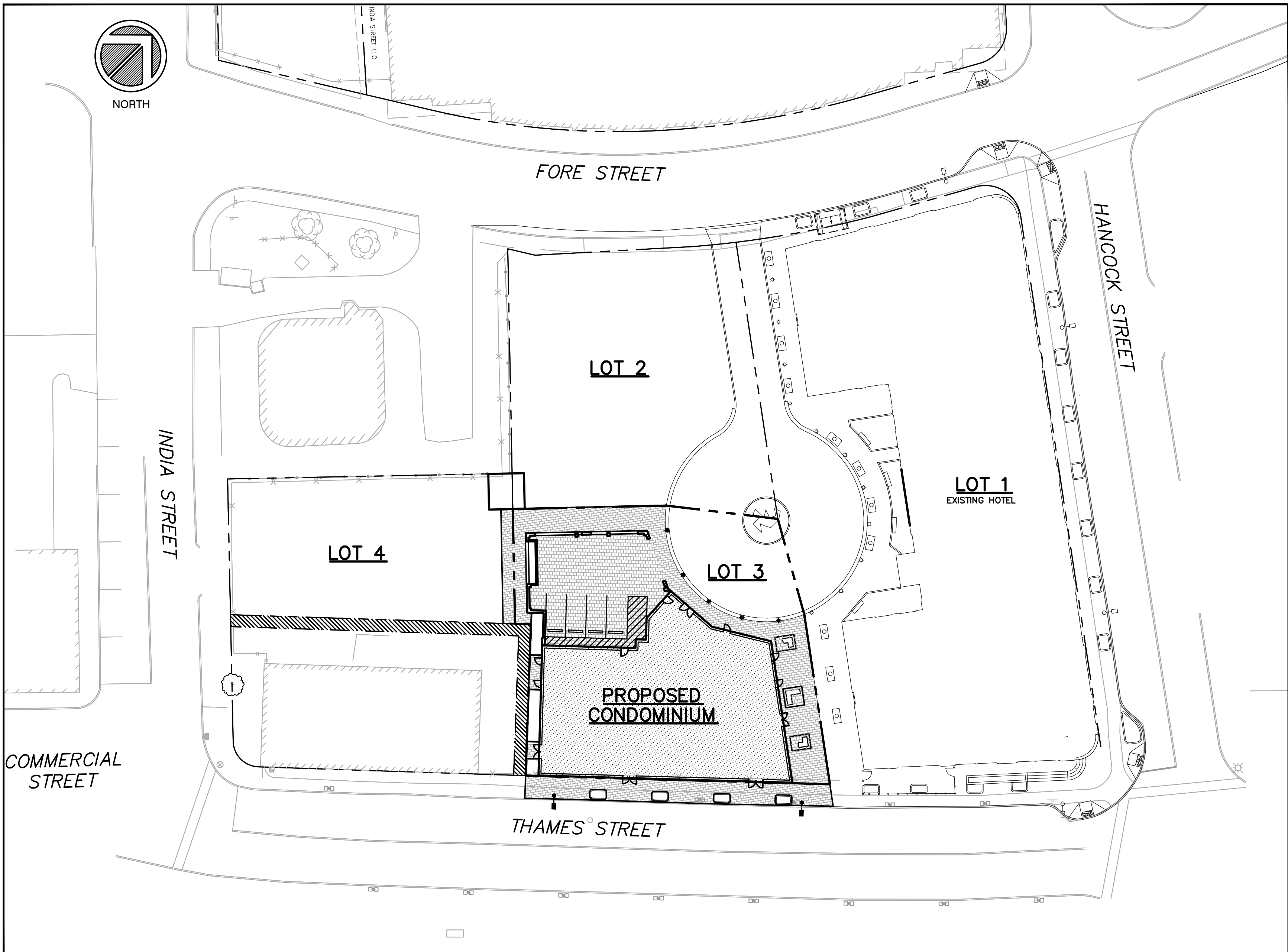
ENGINEER/ARCHITECT
ESSEXNORTH PORTLAND LLC
P.O. BOX 394
TOPSFIELD, MA 01983

ARCHITECT
ARCHETYPE
architects
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LANDSCAPE ARCHITECT

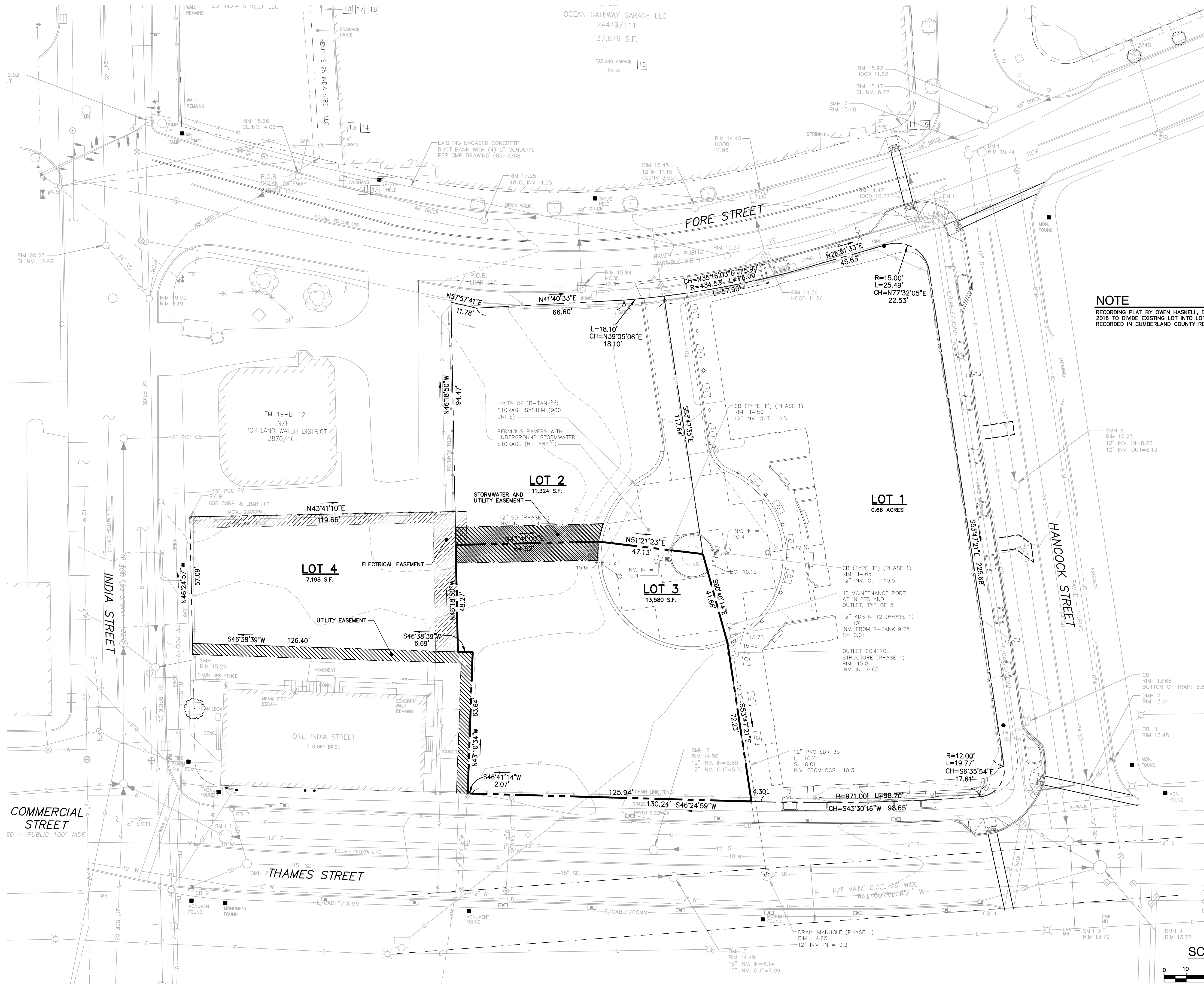
CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS
217 COMMERCIAL STREET, STE 200
PORTLAND, MAINE 04101
207.772.1552



SCALE 1" = 10'

SHEET INDEX

DATE	SHEET	DESCRIPTION
	1	COVER SHEET
	2	SECTION PLAN
	3	EXISTING CONDITIONS PLAN
	4	SITE PLAN
	5	UTILITY PLAN
	6	RAINAGE AND EROSION CONTROL PLAN
	7	CONSTRUCTION DETAILS AND NOTES
	8	CONSTRUCTION DETAILS
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	15	PHOTOMETRIC PLAN
	16	RENDERING
	17	COMMERCIAL STREET
	18	FROM COMMERCIAL
	19	FROM COURTYARD
	20	FLOOR PLANS
	21	ELEVATIONS
	22	ALL SECTION
	23	STOREFRONT DETAILS
	24	CANOPY AND RAILING DETAILS



NOTE
RECORDING PLAT BY OWEN HASKELL, DATED MARCH 11, 2016 TO DIVIDE EXISTING LOT INTO LOTS 1 AND 2. TO BE RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS.

Project:
**20 THAMES STREET
RESIDENTIAL
CONDOMINIUM**
20 THAMES STREET
PORTLAND, MAINE

Owner:
**PORTLAND NORWICH
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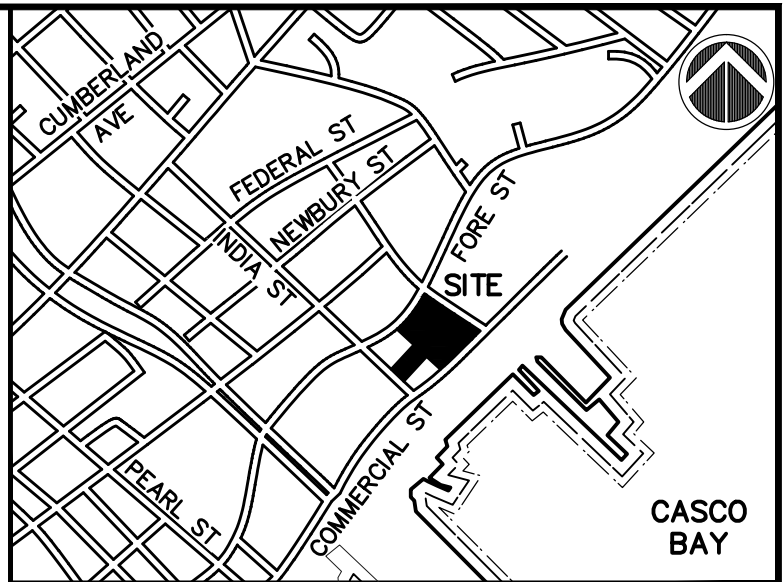
Applicant:
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CIVIL ENGINEER:
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**EXISTING
CONDITIONS PLAN**

C	PER REVIEW COMMENTS	06/09/17
B	CONSTRUCTION REVIEW	05/26/17
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Project:	150.06094	Date: FEBRUARY 2017
Sheet No:	C0.1 Sheet 3 of 22	



Project:
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SITE PLAN

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Project:	150.06094	Date: FEBRUARY 2017
Sheet No:	C1.0 Sheet 4 of 22	

SPACE AND LOT STANDARDS

	REQUIRED	PROPOSED
ZONE: IS-FBC/UT SUBDISTRICT		
MINIMUM LOT SIZE	0 S.F.	13,580 S.F.
ROAD FRONTAGE	0'	128'
BUILDING SETBACKS		
FRONT	10' MAX.	0
SIDE	10' MIN.	>20' CUMULATIVE (20' MIN. CUM.)
REAR	10' MIN.	>10'
BUILDING HEIGHT	65' / 77'	<77'
(PLUS BONUS 12' FLOOR)		
PARKING (RESIDENTIAL/RETAIL)	.56/12	.56/12

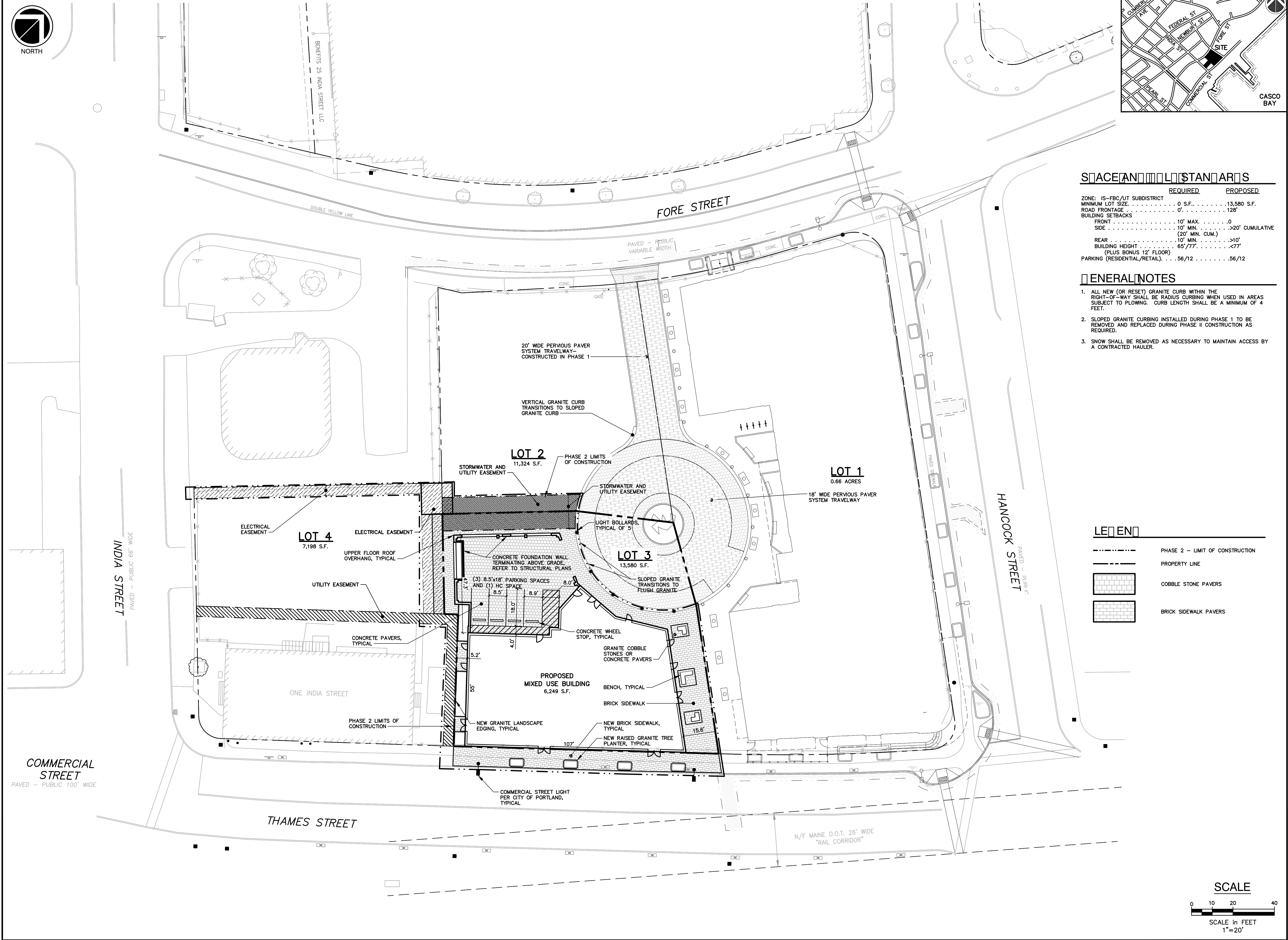
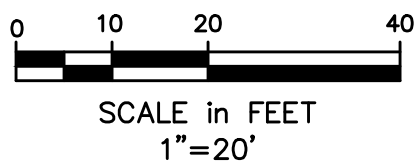
GENERAL NOTES

- ALL NEW (OR RESET) GRANITE CURB WITHIN THE RIGHT-OF-WAY SHALL BE RADIUS CURBING WHEN USED IN AREAS SUBJECT TO PLOWING. CURB LENGTH SHALL BE A MINIMUM OF 4 FEET.
- SLOPED GRANITE CURBING INSTALLED DURING PHASE 1 TO BE REMOVED AND REPLACED DURING PHASE II CONSTRUCTION AS REQUIRED.
- SNOW SHALL BE REMOVED AS NECESSARY TO MAINTAIN ACCESS BY A CONTRACTED HAULER.

LEGEND

---	PHASE 2 - LIMIT OF CONSTRUCTION
---	PROPERTY LINE
	COBBLE STONE PAVERS
	BRICK SIDEWALK PAVERS

SCALE





8"x6" REDUCER
(ON PRIVATE
PROPERTY)

S46 +
2.07'

4" GATE VALVE

8" GATE VALVE

8"x4" TEE ON EXISTING
8" DI WATER LINE

TWO 5" ELECTRICAL
CONDUITS FROM NEW POLE.

TWO 5" ELECTRICAL
CONDUITS FROM EXISTING
POLE.

INSTALL NEW ELECTRICAL
MANHOLE, COORDINATE
WITH CENTRAL MAINE
POWER

THREE 5" ELECTRICAL
CONDUITS FROM MANHOLE
TO TRANSFORMER PAD.

INSTALL NEW UTILITY POLE.
COORDINATE WITH CENTRAL
MAINE POWER

THREE 5" ELECTRICAL
CONDUITS FROM MANHOLE
TO TRANSFORMER PAD.

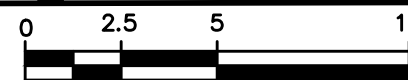
15' X 15' CONCRETE
TRANSFORMER PAD

INSTALL NEW PAD-MOUNTED
TRANSFORMERS. REFER TO
ELECTRICAL PLANS

NOTES

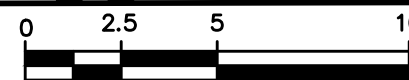
- THE 8"/6" FIRE LINE AND THE 4" DOMESTIC WATER LINE SHALL BE SEPARATED BY A MINIMUM OF 2 FEET FACE TO FACE.
- THE SHUTOFF VALVES FOR THE 8" FIRE AND 4" DOMESTIC SHALL BE PLACED A MINIMUM OF 2' FROM THE FACE OF CURB ON FORE STREET.
- A FULL LENGTH OF DI PIPE (MIN.) SHALL BE PLACED AFTER THE 8" AND 4" SHUTOFF VALVES IN THE SIDEWALK PRIOR TO INSTALLATION OF ADDITIONAL JOINTS (REDUCER, ELBOW).
- TREES WELLS AND STREET LIGHTS SHALL BE LOCATED A MINIMUM OF 10 FEET FROM THE WATER SERVICE.

WATER CONNECTION DETAILS



SCALE in FEET
1"=5'

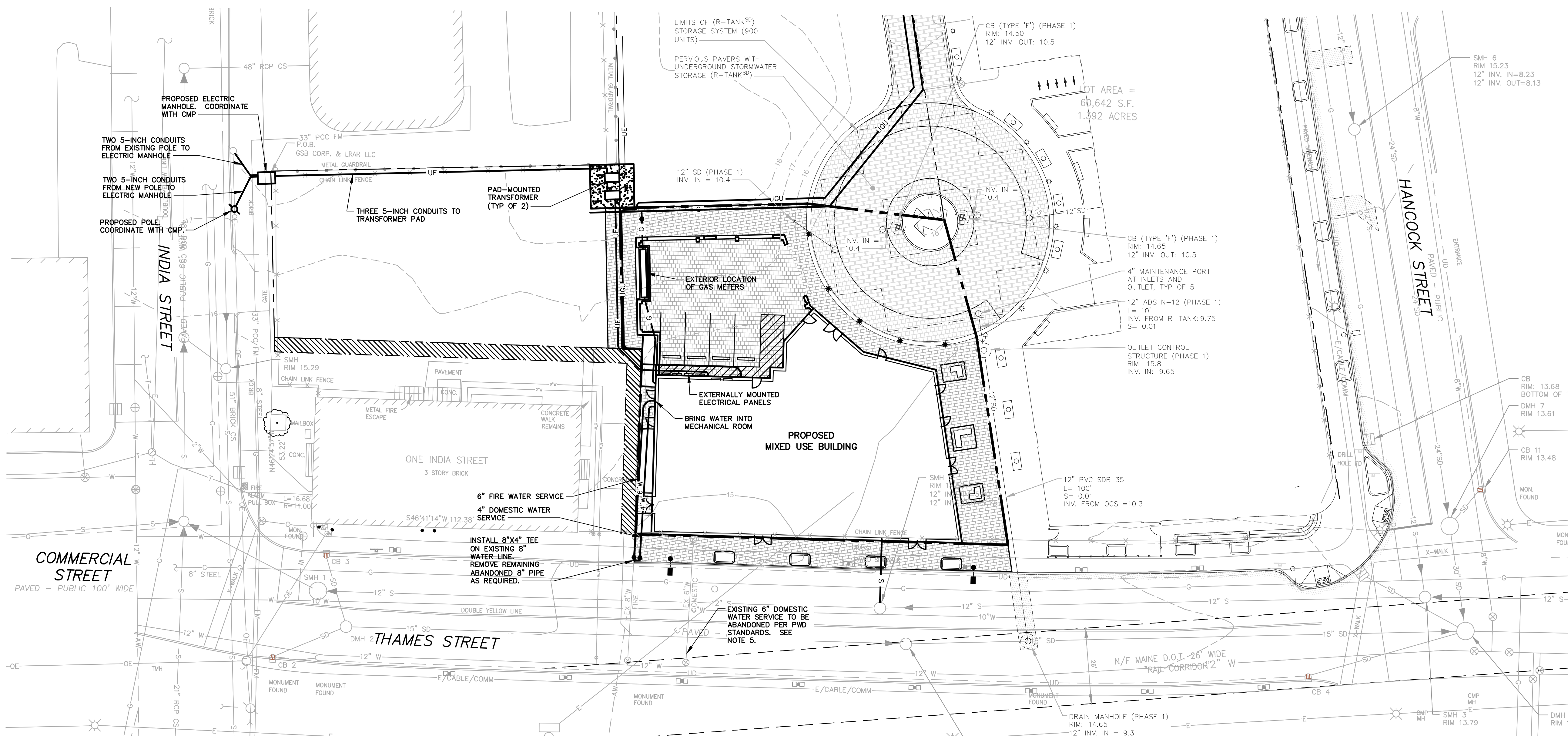
ELECTRIC CONNECTION DETAILS



SCALE in FEET
1"=5'

GENERAL NOTES

- EXISTING UTILITIES SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.
- COORDINATE INSTALLATION OF FIRE SERVICE AND DOMESTIC WATER SERVICE WITH PORTLAND WATER DISTRICT.
- BACKWATER VALVES (BACKFLOW PREVENTER) SHALL BE INSTALLED ON EACH SANITARY LINE AS IT EXITS THE BUILDING. EACH VALVE SHALL BE PLACED WITHIN AN ACCESS BOX SUPPLIED BY MANUFACTURER.
- A LICENSE FROM THE CITY OF PORTLAND SHALL BE REQUIRED FOR ANY BACKWATER VALVES WITHIN THE CITY RIGHT-OF-WAY.
- TO ABANDON EXISTING WATER SERVICE ON THAMES STREET, REMOVE VALVE AND TAPPING SLEEVE AND INSERT REPAIR SLEEVE AND PIPE. SHUT DOWN OF MAIN SHALL BE REQUIRED. CAP FREE END OF SERVICE.



SCALE



SCALE in FEET
1"=20'

Project:

20 THAMES STREET
RESIDENTIAL
CONDOMINIUM

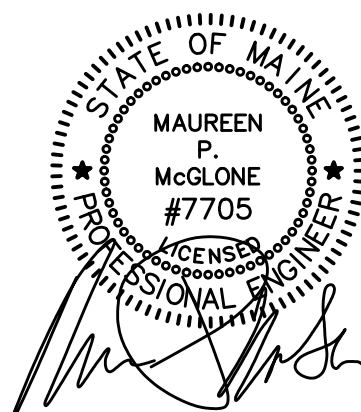
20 THAMES STREET
PORTLAND, MAINE

Owner:

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Applicant:

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UTILITY PLAN

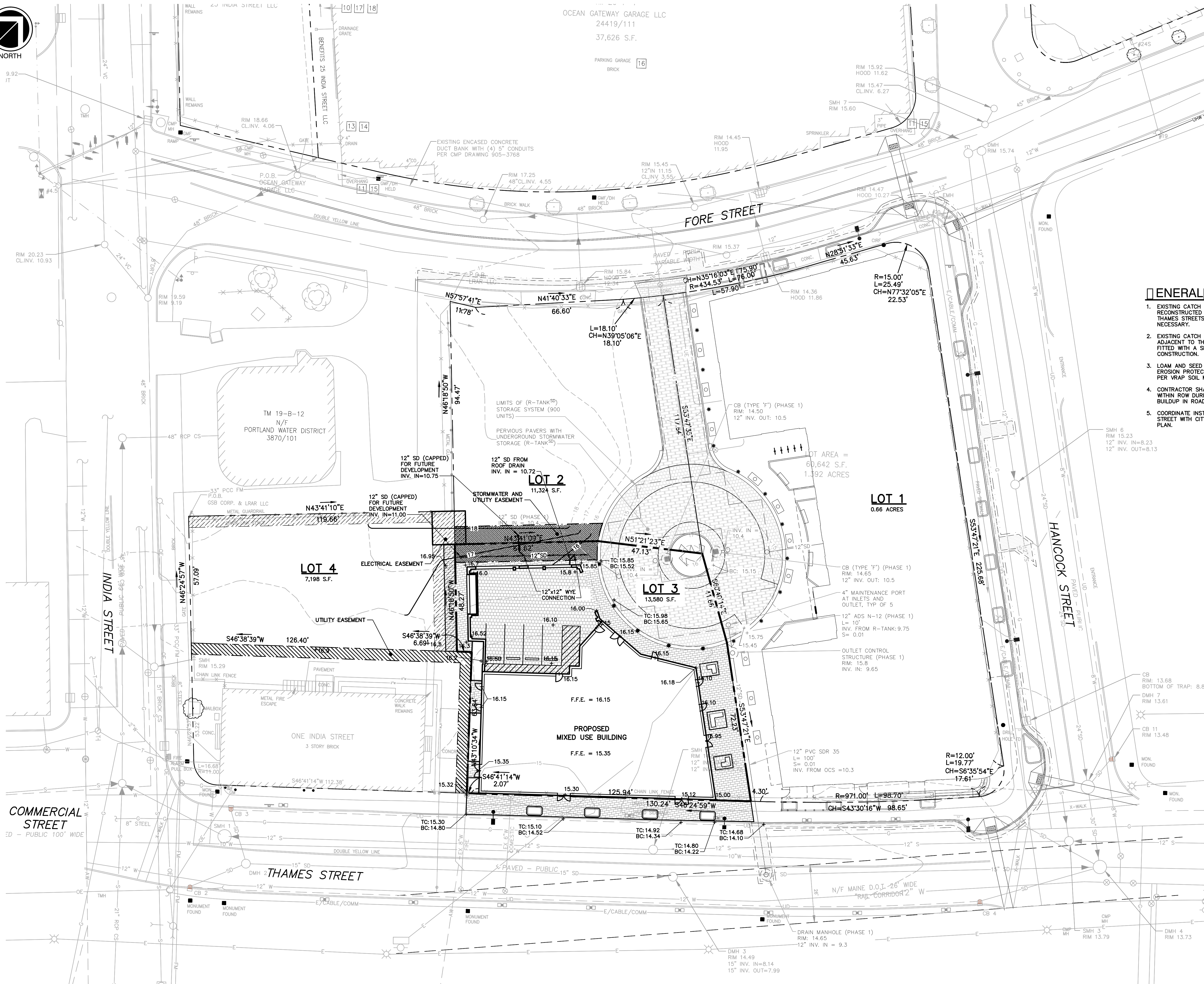
C	PER REVIEW COMMENTS	06/09/17
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A	CITY SUBMISSION	03/09/17

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Design by:	MPM	Checked by: SJB
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Project:	150.06094	Date: FEBRUARY 2017

Sheet No:

C1.1

Sheet 5 of 22



GENERAL NOTES

- EXISTING CATCH BASIN STRUCTURES ALONG THE RECONSTRUCTED CURB LINE AT FORE, HANCOCK AND THAMES STREETS SHALL BE RECONSTRUCTED AS NECESSARY.
- EXISTING CATCH BASINS WITHIN THE RIGHT-OF-WAY, ADJACENT TO THE LIMITS OF CONSTRUCTION SHALL BE FITTED WITH A SILT SACK FOR THE DURATION OF CONSTRUCTION.
- LOAM AND SEED DISTURBED AREAS OF LOTS 1 & 2 FOR EROSION PROTECTION. INCLUDE GEOTEXTILE MARKER LAYER PER WRAP SOIL MANAGEMENT PLAN.
- CONTRACTOR SHALL PROVIDE FREQUENT STREET SWEEPING WITHIN ROW DURING CONSTRUCTION TO MINIMIZE SEDIMENT BUILDUP IN ROADWAY.
- COORDINATE INSTALLATION OF NEW CATCH BASIN ON FORE STREET WITH CITY DPW AND FUTURE STORM SEPARATION PLAN.

Project:
**20 THAMES STREET
RESIDENTIAL
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GRADING, DRAINAGE
AND EROSION
CONTROL PLAN

B	PER REVIEW COMMENTS	06/09/17
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Drawn by:	JAR	Approved by: SJB
Project:	150.06094	Date: FEBRUARY 2017
Sheet No:	C1.2 Sheet 6 of 22	

EROSION CONTROL NOTES

EROSION CONTROL MEASURES AND SITE STABILIZATION

- THE PRIMARY EMPHASIS OF THE EROSION AND SEDIMENT CONTROL PLAN IS AS FOLLOWS:
- RAPID VEGETATION OF EXPOSED AREAS TO MINIMIZE THE PERIOD OF SOIL EXPOSURE.
 - RAPID STABILIZATION OF DRAINAGE PATHS TO AVOID CHANNEL EROSION.
 - ERRE USE OF ON-SITE MEASURES TO CAPTURE SEDIMENT (HAY BALES, STONE CHECK DAMS, SILT FENCE, SILT SAC, PLUNGE POOL, ETC.).
 - DEVELOPMENT OF A CAREFUL CONSTRUCTION SEQUENCE.

THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL DEVICES WILL BE IMPLEMENTED AS PART OF THE SITE DEVELOPMENT. THESE DEVICES SHALL BE INSTALLED AS INDICATED ON THE PLANS OR AS DESCRIBED WITHIN THIS REPORT. FOR FURTHER REFERENCE, SEE THE MAINE EROSION AND SEDIMENT CONTROL BMPs, MARCH 2003.

TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING MEASURES ARE PLANNED AS TEMPORARY EROSION & SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION. THESE TEMPORARY EROSION CONTROL MEASURES SHOULD BE REMOVED WITHIN 30 DAYS AFTER PERMANENT STABILIZATION HAS BEEN ESTABLISHED.

1. CRUSHED STONE--STABILIZED CONSTRUCTION ENTRANCES SHALL BE PLACED AT SITE ENTRANCES.
2. SILTATION FENCE OR WOOD WASTE COMPOST BERMS (EROSION CONTROL BERM) SHALL BE INSTALLED DOWNSTREAM OF ANY DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL THE TRIBUTARY AREAS ARE VEGETATED. THE SILT FENCE AND/OR WASTE COMPOST CONTROL BERMS SHALL BE INSTALLED PER THE DETAILS PROVIDED AND INSPECTED REGULARLY, INCLUDING BEFORE AND AFTER A STORM EVENT OF 0.5 INCHES OR GREATER. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE OR BERM LINE. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM.
3. STRAW, HAY MULCH AND HYDROSEEDING IS INTENDED TO PROVIDE COVER FOR BARE OR SEEDED AREAS UNTIL VEGETATION IS ESTABLISHED AND SHOULD BE APPLIED WITHIN 7 DAYS AT A RATE OF 90 POUNDS PER 1,000 SQUARE FEET. MULCH SHALL BE APPLIED BY HAND OR SEPTEMBER 30TH (ON SLOPES OF LESS THEN 15%) SHALL BE ANCHORED BY APPLYING WATER. MULCH PLACED ON SLOPES OF EQUAL TO OR STEEPER THAN 15% SHALL BE COVERED BY FABRIC ANCHORED WITH STAPLES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. SLOPES STEEPER THAN 3:1 SHALL RECEIVE EROSION CONTROL BLANKETS.
4. STOCKPILES SHALL BE STABILIZED WITHIN SEVEN DAYS BY EITHER TEMPORARILY SEEDING THE STOCKPILE BY A HYDROSEED METHOD OR BY COVERING THE STOCKPILE WITH MULCH TACKLER OR BY COVERING THE STOCKPILE WITH MULCH, SUCH AS SHREDDED HAY, STRAW, OR EROSION CONTROL MIX. STOCKPILES SHALL BE SURROUNDED BY SEDIMENTATION BARRIER AT THE TIME OF FORMATION.
5. STATE AND LOCAL ROADS SHALL BE SWEPT TO CONTROL MUD AND DUST AS NECESSARY. ADDITIONAL STONE SHALL BE ADDED TO THE CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.
6. DURING GRUBBING OPERATIONS STONE CHECK DAMS SHALL BE INSTALLED AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS AND AS DIRECTED ON THE EROSION CONTROL PLANS.
7. SILT FENCE HAS A MINIMUM STAKE SPACING OF 6 FEET, UNLESS THE FENCE IS SUPPORTED BY WIRE FENCE REINFORCEMENT (MINIMUM 14 GAUGE AND WITH A MAXIMUM MESH SPACING OF 6 INCHES), IN WHICH CASE STAKES MAY BE SPACED A MAXIMUM OF 10 FEET APART. THE BOTTOM OF THE FENCE MUST BE ANCHORED. SEE DETAIL ON PLAN SET.
8. STORM DRAIN CATCH BASIN INLET PROTECTION SHALL BE STORMED THROUGH THE USE OF STONE SEDIMENT BARRIERS OR APPROVED SEDIMENT BAGS (SUCH AS SILT SACK). INSTALLATION DETAILS ARE PROVIDED IN THE PLAN SET. THE BARRIERS SHALL BE INSPECTED AFTER EACH RAINFALL AND REPAIRS MADE AS NECESSARY. SEDIMENT SHALL BE REMOVED AND THE BARRIER RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO HALF THE DESIGN DEPTH OF THE BARRIER. THE BARRIER SHALL BE REMOVED WHEN THE TRIBUTARY DRAINAGE AREA HAS BEEN STABILIZED.
9. WATER AND/OR CALCIUM CHLORIDE SHALL BE FURNISHED AND APPLIED IN ACCORDANCE WITH MDOT SPECIFICATIONS--SECTION 637--DUST CONTROL.
10. LOAM AND SEED IS INTENDED TO SERVE AS THE PRIMARY PERMANENT VEGETATIVE MEASURE FOR ALL BARE AREAS NOT PROVIDED WITH OTHER EROSION CONTROL MEASURES, SUCH AS RIPRAP.
11. WATER FROM CONSTRUCTION TRENCH DEWATERING OR TEMPORARY STREAM DIVERSION SHALL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAINMENT STRUCTURE (E.G. HAYBALE LINED POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, LOING AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE.

PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES HAVE BEEN DESIGNED AS PART OF THE EROSION/SEDIMENTATION CONTROL PLAN:

12. ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.) WILL BE LOAMED, LIMED, FERTILIZED, MULCHED AND SEEDED. ALL EXPOSED SOIL WILL REMAIN FOR 1 YEAR AFTER COMPLETION OF CONSTRUCTION SHALL BE MULCHED USING EROSION CONTROL MIX AS SPECIFIED IN MAINE DOT SECTION 619 OR SHALL BE LOAMED AND SEEDED.
13. CATCH BASINS SHALL BE PROVIDED WITH SEDIMENT SUMPS AND INLET HOODS FOR ALL OUTLET PIPES THAT ARE 18" IN DIAMETER OR LESS.

IMPLEMENTATION SCHEDULE

THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE REQUIRED TO INSURE THE EFFECTIVENESS OF THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE OPTIMIZED:

NOTE: FOR ALL GRADING ACTIVITIES, THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION NOT TO OVEREXPOSE THE SITE BY LIMITING THE DISTURBED AREA. THE CONSTRUCTION OF BMPs SHOULD EITHER BE PERFORMED AFTER THE TRIBUTARY AREA IS STABILIZED OR TEMPORARY EROSION CONTROL MEASURES NEED TO BE IMPLEMENTED TO PROTECT THE BMPs FROM BEING CLOGGED WITH CONSTRUCTION SEDIMENT.

14. INSTALL CRUSHED STONE TO STABILIZED CONSTRUCTION ENTRANCES.
15. INSTALL PERIMETER SILT FENCE.
16. CLEAR AND GRUB SITE WITHIN THE SPECIFIED CLEARING LIMITS.
17. COMMENCE INSTALLATION OF DRAINAGE INFRASTRUCTURE.
18. COMMENCE EARTHWORK AND GRADING TO SUBGRADE.
19. COMMENCE STORM WATER BMPs CONSTRUCTION.
20. COMMENCE INSTALLATION OF ELECTRICAL SERVICE.

IMPLEMENTATION SCHEDULE (CONTINUED)

21. COMMENCE INSTALLATION OF WATER AND SEWER INFRASTRUCTURE.
22. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
23. COMPLETE INSTALLATION OF UNDERGROUND UTILITIES TO WITHIN 5' OF THE BUILDINGS.
24. INSTALL LIGHT POLE FOUNDATIONS AND UTILITY POLES.
25. COMPLETE REMAINING EARTHWORK OPERATIONS.
26. COMPLETE INSTALLATION OF DRAINAGE INFRASTRUCTURE.
27. INSTALL SUBBASE AND BASE GRAVEL WITHIN PROPOSED ROADWAYS AND PARKING LOTS.
28. INSTALL CURBING AS NEEDED/REQUIRED.
29. INSTALL BASE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREA AS WELL AS CONCRETE SURFACES.
30. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
31. INSTALL SURFACE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREAS.
32. ONCE THE SITE IS STABILIZED AND A 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
33. TOUCH UP LOAM AND SEED.

NOTE: ALL BARE AREAS NOT SUBJECT TO FINAL PAVING, RIPRAP OR GRAVEL, SHALL BE VEGETATED.

PRIOR TO CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE FOR THE COMPLETION OF THE WORK, WHICH WILL SATISFY THE ABOVE CONSTRUCTION SEQUENCE IN THE SPECIFIED ORDER, HOWEVER, SEVERAL SEPARATE ITEMS MAY BE CONSTRUCTED SIMULTANEOUSLY. WORK MUST ALSO BE SCHEDULED OR PHASED TO REDUCE THE EXTENT OF THE EXPOSED AREAS AS SPECIFIED BELOW. THE INTENT OF THIS SEQUENCE IS TO PROVIDE FOR EROSION CONTROL AND TO HAVE STRUCTURAL MEASURES SUCH AS SILT FENCE AND CONSTRUCTION ENTRANCES IN PLACE BEFORE LARGE AREAS OF LAND ARE STRIPPED.

EROSION, SEDIMENTATION AND STABILIZATION CONTROL PLAN

THE EROSION CONTROL PLAN IS INCLUDED IN THE PLAN SET.

WINTER STABILIZATION PLAN

THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 THROUGH APRIL 15. IF THE CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15TH, THEN THE SITE SHALL BE PROTECTED WITH OVER-WINTER STABILIZATION.

WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT ANY AREA LEFT EXPOSED CAN BE CONTROLLED BY THE CONTRACTOR. EXPOSED AREAS SHALL BE LIMITED TO THOSE AREAS IN WHICH WORK IS EXPECTED TO COMMENCE AND COMPLETE IN THE NEXT FIFTEEN (15) DAYS AND THAT CAN BE MULCHED WITHIN ONE DAY PRIOR TO ANY SNOW EVENT.

ALL AREAS SHALL BE CONSIDERED TO BE BARE UNTIL THE SUBBASE GRAVEL IS INSTALLED WITHIN PAVEMENT/BUILDING AREAS OR THE AREAS HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH RATE SHALL BE A MINIMUM OF 150 POUNDS PER 1,000 SQUARE FEET (3 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED.

THE CONTRACTOR SHALL INSTALL ANY ADDED MEASURES, WHICH MAY BE NECESSARY TO CONTROL EROSION/SEDIMENTATION FROM THE SITE DEPENDENT UPON THE ACTUAL SIZE AND WEATHER CONDITIONS. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, IN ORDER TO MINIMIZE AREAS WITHOUT EROSION CONTROL PROTECTION.

34. SOIL STOCKPILES
STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY, OR STRAW AT TWICE THE NORMAL RATE OR AT 150 LBS./1,000 SF (3 TONS PER ACRE) OR WITH A FOUR-INCH LAYER OF WOODWASTE. EROSION CONTROL MIX SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE SHALL NOT BE PLACED (EVEN COVERED WITH HAY OR STRAW) WITHIN 100 FEET FROM ANY NATURAL RESOURCES.

35. NATURAL RESOURCE PROTECTION
ANY AREAS WITHIN 75 FEET FROM ANY NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 90% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1ST AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH EROSION CONTROL MATS. DURING WINTER CONSTRUCTION, A DOUBLE LINE OF SEDIMENT BARRIERS (I.E. SILT FENCE BUCKED WITH HAY BALES OR EROSION CONTROL MIX) SHALL BE PLACED BETWEEN ANY NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 75 FEET ON EITHER SIDE FROM THE RESOURCE. (E.G. HAYBALE LINED POOL) PRIOR TO DISCHARGE, THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, LOING AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE.

36. SEDIMENT BARRIERS
DURING FROZEN CONDITIONS, SEDIMENT BARRIERS SHALL CONSIST OF WOODWASTE FILTER BERMS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES AND SEDIMENT SILT FENCES.

37. MULCHING
AN AREA SHALL BE CONSIDERED BARE UNTIL AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LBS. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75 LBS. PER 1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LBS. PER 1,000 S.F. (3 TONS/ACRE) AND ADEQUATELY ANCHORED IF THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH.

BETWEEN THE DATES OF NOVEMBER 1ST AND APRIL 15TH THE MULCH SHALL BE ANCHORED BY PEG LINE, MULCH NETTING, TRACKING OR WOOD CELLULOSE FIBER. WHEN GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH THEN COVER IS SUFFICIENT. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL BARE SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

38. MULCHING ON SLOPES AND DITCHES
SLOPES SHALL NOT BE LEFT EXPOSED FOR ANY EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY MULCHED AND ANCHORED WITH PEG AND NETTING OR WITH EROSION CONTROL BLANKETS. MULCHING SHALL BE APPLIED AT A RATE OF 230 LBS./1,000 S.F. ON ALL SLOPES GREATER THAN 8%.

MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES GREATER THAN 8%. EROSION CONTROL BLANKETS SHALL BE USED IN LIEU OF MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 8%. EROSION CONTROL MIX CAN BE USED TO SUBSTITUTE EROSION CONTROL BLANKETS ON ALL SLOPES EXCEPT DITCHES.

WINTER STABILIZATION PLAN (CONTINUED)

39. SEEDING
BETWEEN THE DATES OF OCTOBER 15TH AND APRIL 1ST, LOAM, SEED AND MULCH SHALL BE APPLIED TO ALL AREAS ABOVE FREEZING TEMPERATURES, FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT/MAINTENANCE IS COMPLETED. AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF THREE TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. DORMANT SEEDING MAY BE SELECTED TO BE PLACED PRIOR TO THE PLACEMENT OF MULCH AND FABRIC NETTING. SNOUOUT IS NOT RECOMMENDED FOR THE SEEDING IS USED FOR THE SITE. ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS./1,000 S.F.

ALL AREAS SEEDED DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 90% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

40. DEWATERING AND TEMPORARY STREAM DIVERSION
WATER FROM CONSTRUCTION TRENCH DEWATERING OR TEMPORARY STREAM DIVERSION SHALL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAINMENT STRUCTURE (E.G. HAY BALE LINED POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, LOING AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE.

41. INSPECTION AND MONITORING
MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION PERIOD. AFTER EACH RAINFALL, SNOW STOP OR PERIOD OF THAWING AND RUNOFF, THE SITE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM CORRECTIVE ACTION AS NECESSARY TO INSURE CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL IN THE SPRING INSPECT AND REPAIR ANY DAMAGES AND/OR WEAR AND TEAR TO THE EROSION CONTROL MEASURES. MEANS A MINIMUM OF 85% TO 90% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

STANDARDS FOR TIMELY STABILIZATION OF CONSTRUCTION SITES DURING WINTER

1. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SLOPES. THE APPLICANT SHALL CONSTRUCT AND STABILIZE STONE-COVERED SLOPES BY NOVEMBER 15TH. IF THE APPLICANT SHALL SEED AND MULCH ALL SLOPES TO BE VEGETATED BY SEPTEMBER 1ST. THE DEPARTMENT SHALL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 15% TO BE A SLOPE. IF THE APPLICANT FAILS TO STABILIZE ANY SLOPE TO BE VEGETATED BY SEPTEMBER 1ST, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER.

STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS--BY OCTOBER 1ST, THE APPLICANT SHALL SEED THE DISTURBED SLOPE WITH WINTER RYE AT A SEEDING RATE OF 3 LBS./1,000 S.F. AND APPLY EROSION CONTROL MATS OVER THE MULCHED SLOPE. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SLOPE BY NOVEMBER 1ST, THEN THE APPLICANT SHALL COVER THE SLOPE WITH A LAYER OF WOODWASTE COMPOST OR WITH STONE RIPRAP.

STABILIZE THE SLOPE WITH SOD--THE APPLICANT SHALL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33%.

STABILIZE THE SLOPE WITH WOODWASTE COMPOST--THE APPLICANT SHALL PLACE A SIX-INCH LAYER OF WOODWASTE COMPOST ON THE SLOPE BY NOVEMBER 15TH. PRIOR TO PLACING THE WOODWASTE COMPOST, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED SLOPE. THE APPLICANT SHALL NOT USE WOODWASTE COMPOST TO STABILIZE SLOPES HAVING GRADES GREATER THAN 50% OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

STABILIZE THE SLOPE WITH STONE RIPRAP--THE APPLICANT SHALL PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 1ST. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

2. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SOILS BY SEPTEMBER 15TH THE APPLICANT SHALL SEED AND MULCH ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15%. IF THE APPLICANT FAILS TO STABILIZE THESE SOILS BY THIS DATE, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

STABILIZE THE SOIL WITH TEMPORARY VEGETATION--BY OCTOBER 1ST THE APPLICANT SHALL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 LBS./1,000 S.F., LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 LBS./1,000 S.F., AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 15TH, THEN THE APPLICANT SHALL MULCH THE AREA FOR OVER-WINTER PROTECTION AS DESCRIBED ABOVE.

STABILIZE THE SLOPE WITH SOD--THE APPLICANT SHALL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33%.

STABILIZE THE SLOPE WITH WOODWASTE COMPOST--THE APPLICANT SHALL PLACE A SIX-INCH LAYER OF WOODWASTE COMPOST ON THE SLOPE BY NOVEMBER 15TH. PRIOR TO PLACING THE WOODWASTE COMPOST, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED SLOPE. THE APPLICANT SHALL NOT USE WOODWASTE COMPOST TO STABILIZE SLOPES HAVING GRADES GREATER THAN 50% OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

STABILIZE THE SLOPE WITH STONE RIPRAP--THE APPLICANT SHALL PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 1ST. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

MAINTENANCE OF FACILITIES

THE STORM WATER FACILITIES WILL BE MAINTAINED BY THE APPLICANT. THE CONTRACT DOCUMENTS WILL REQUIRE THE CONTRACTOR TO DESIGNATE A PERSON RESPONSIBLE FOR MAINTENANCE OF THE SEDIMENTATION CONTROL FEATURES DURING CONSTRUCTION AS REQUIRED BY THE EROSION CONTROL REPORT AND/OR CONSTRUCTION PLANS. LONG-TERM OPERATION/MAINTENANCE IS RECOMMENDED FOR THE STORM WATER FACILITIES IS PRESENTED BELOW AND SHOULD BE RECERTIFIED EVERY FIVE YEARS.

THE RESPONSIBLE PARTY MAY CONTRACT WITH SUCH PROFESSIONALS, AS MAY BE NECESSARY IN ORDER TO COMPLY WITH THIS PROVISION AND MAY RELY ON THE ADVICE OF SUCH PROFESSIONALS IN CARRYING OUT ITS DUTY HERE UNDER, PROVIDED THAT THE FOLLOWING OPERATION AND MAINTENANCE PROCEDURES ARE HEREBY ESTABLISHED AS A MINIMUM FOR COMPLIANCE WITH THIS SECTION.

INSPECTION AND MAINTENANCE FREQUENCY AND CORRECTIVE MEASURES: THE FOLLOWING AREAS, FACILITIES AND MEASURES WILL BE INSPECTED AND THE IDENTIFIED DEFICIENCIES WILL BE CORRECTED. CLEAN-OUT MUST INCLUDE THE REMOVAL AND LEGAL DISPOSAL OF ANY ACCUMULATED SEDIMENTS AND DEBRIS.

CATCH BASINS:
INSPECT CATCH BASINS TWO TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE CATCH BASINS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. CLEAN STRUCTURES WHEN SEDIMENT DEPTHS REACH 12" FROM INVERT OF OUTLET. IF THE BASIN OUTLET IS DESIGNED WITH A HOOD TO TRAP FLOATABLE MATERIALS (I.E. SNOUT) CHECK TO ENSURE WATER TIGHT SEAL IS WORKING. AT A MINIMUM, REMOVE FLOATING DEBRIS AND HYDROCARBONS AT THE TIME OF THE INSPECTION.

VEGETATED AREAS:
INSPECT SLOPES AND EMBANKMENT EARLY IN THE GROWING SEASON TO IDENTIFY ACTIVE OR POTENTIAL PROBLEMS. REPLANT BARE AREAS OR AREAS WITH SPARSE GROWTH. WHERE EROSION IS EVIDENT, ARMOR THE AREA WITH AN APPROPRIATE LINING OR DIVERT THE EROSION FLOWS TO ON-SITE AREAS ABLE TO WITHSTAND THE CONCENTRATED FLOWS. THE FACILITIES WILL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

DITCHES, SWALES AND OTHER OPEN STORM WATER CHANNELS: INSPECT TWO TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THEY ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF SEDIMENT AND DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW, INCLUDING ACCUMULATED SEDIMENTS, DEBRIS AND VEGETATED GROWTH. REPAIR ANY EROSION OF THE DITCH LINING.

VEGETATED DITCHES WILL BE MOWED AT LEAST ANNUALLY OR OTHERWISE MAINTAINED TO CONTROL THE GROWTH OF WOODY VEGETATION AND MAINTAIN FLOW CAPACITY. ANY WOODY VEGETATION GROWING THROUGH RIPRAP LININGS MUST ALSO BE REMOVED. REPAIR ANY SLUMPING SIDE SLOPES AS SOON AS PRACTICABLE. IF THE DITCH HAS A RIPRAP LINING, REPLACE RIPRAP ON AREAS WHERE ANY UNDERLYING FILTER FABRIC OR UNDERDRAIN GRAVEL IS SHOWING THROUGH THE STONE OR WHERE STONES HAVE DISLODGED. CORRECT ANY EROSION OF THE CHANNEL'S BOTTOM OR SIDESLOPES. THE FACILITIES SHOULD BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

ROADWAYS AND PARKING SURFACES:
CLEAR ACCUMULATIONS OF WINTER SAND IN PARKING LOTS AND ALONG ROADWAYS AT LEAST ONCE A YEAR, PREFERABLY IN THE SPRING. ACCUMULATIONS ON PAVEMENT MAY BE REMOVED BY PAVEMENT SWEEPING. ACCUMULATIONS OF SAND ALONG ROAD SHOULDERS MAY BE REMOVED BY GRADING EXCESS SAND TO THE PAVEMENT EDGE AND REMOVING IT MANUALLY OR BY A FRONT-END LOADER.

CONSTRUCTION NOTES

SUBGRADE PREPARATION

1. SUBGRADE PREPARATION IN SHOULD BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER RECOMMENDATIONS FOUND IN THE GEOTECHNICAL REPORT BY HALEY AND ALDRICH, INC. DATED MAY 16, 2007.
2. EXCAVATE THE FULL THICKNESS OF FILL MATERIALS BELOW THE BUILDING FOOTPRINT (AND FOUNDATION BEARING ZONES) AND REPLACE WITH COMPACTED GRANULAR FILL. SUITABLE FOUNDATION SUBGRADES INCLUDE UNDISTURBED NATIVE SOILS OR COMPACTED GRANULAR FILL PLACED ABOVE UNDISTURBED NATIVE SOILS. IN GENERAL, REMOVAL OF UNSUITABLE SOILS FROM THE PROPOSED BUILDING FOOTPRINT AND FOUNDATION BEARING ZONES SHOULD BE ANTICIPATED TO DEPTHS OF APPROXIMATELY 1 TO 3 FEET. GREATER DEPTHS OF OVER-EXCAVATION MAY BE REQUIRED IN LOCALIZED AREAS TO COMPLETELY REMOVE UNSUITABLE SOILS FROM THESE AREAS. REMOVAL OF UNSUITABLE SOILS SHOULD BE OBSERVED BY THE PROJECT GEOTECHNICAL ENGINEER PRIOR TO BACKFILLING WITH COMPACTED STRUCTURAL FILL.
3. ALL TOPSOIL, PAVEMENTS, DEBRIS, FROZEN SOILS, AND LOOSE OR DISTURBED SOILS SHOULD BE REMOVED FROM AREAS RECEIVING NEW CONSTRUCTION.
4. EXISTING FOUNDATIONS, SLABS, AND/OR UTILITIES ASSOCIATED WITH FORMER SITE BUILDINGS AND ANY PAST USES, IF ENCOUNTERED, SHOULD BE REMOVED FROM BELOW THE PROPOSED BUILDING FOOTPRINT. THESE MATERIALS SHOULD BE COMPLETELY REMOVED FROM FOUNDATION BEARING ZONES AND REPLACED WITH COMPACTED GRANULAR FILL.
5. UNDERGROUND STRUCTURES AND UNDERGROUND PIPING, LOCATED BENEATH THE PROPOSED PAVEMENTS OR LANDSCAPED AREAS SHOULD BE REMOVED TO AT LEAST 2 FEET BELOW PROPOSED FINISHED GRADE.
6. THE ENDS OF UNDERGROUND PIPES AND UTILITY CONDUITS TO BE ABANDONED IN-PLACE SHOULD BE CAPPED AND/OR FILLED WITH CONCRETE OR GROUTED.
7. ANY UNSTABLE AREAS IDENTIFIED SHOULD BE UNDERUT AT LEAST 12 INCHES, OR TO COMPACT SOIL, AND REPLACED WITH COMPACTED STRUCTURAL FILL. CRUSHED STONE, OR COMMON FILL, THE DEPTH OF UNDERCUTTING AND TYPE OF BACKFILL MATERIAL SHOULD BE SELECTED WITH CONSIDERATION OF PROPOSED USE (I.E., BUILDING OR PAVEMENT) AND SOIL AND WEATHER CONDITIONS ENCOUNTERED DURING CONSTRUCTION.
8. FINAL FOUNDATION AND FLOOR SLAB SUBGRADE PREPARATION SHOULD INCLUDE RE-COMPACTON OF BEARING SURFACES. CARE SHOULD BE TAKEN TO LIMIT DISTURBANCE TO BEARING SURFACES PRIOR TO PLACEMENT OF CONCRETE. ANY LOOSE, SOFTENED, OR DISTURBED MATERIAL SHOULD BE REMOVED AND REPLACED WITH COMPACTED STRUCTURAL FILL PRIOR TO PLACEMENT OF CONCRETE. EXCAVATED SUBGRADES SHOULD NOT BE LEFT EXPOSED OVERNIGHT UNLESS THE FORECAST CALLS FOR ABOVE-FREEZING, CLEAR CONDITIONS.

DEWATERING

1. STATIC GROUNDWATER AT THE SITE IS ANTICIPATED TO RANGE BETWEEN 9 AND 12 FEET BGS ACROSS THE SITE (ELEVATION 4 TO 7 MSL). GROUNDWATER LEVELS AT THE SITE ARE ANTICIPATED TO CHANGE SEASONALLY AND AS A RESULT OF THE PROPOSED CONSTRUCTION. WE DO NOT ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED IN FOUNDATION AND UTILITY EXCAVATIONS.
2. IF A SILT DEWATERING BAG IS USED, HAY BALES SHALL BE PLACED DOWNSTREAM TO PREVENT EROSION. DUE TO THE NATURE OF THE SITE SOILS, TEMPORARY DETENTION PONDS, TRENCHES, DITCHES, AND DEWATERING SUMPS SHOULD NOT BE USED FOR DEWATERING DURING CONSTRUCTION.
3. EXCAVATION, FILLING, FOUNDATION AND FLOOR SLAB CONSTRUCTION, AND UTILITY INSTALLATION AND BACKFILLING SHOULD BE COMPLETED IN DRY CONDITIONS. SUBGRADE SOILS THAT BECOME UNSTABLE SHOULD BE UNDERCUT AND REPLACED WITH STRUCTURAL FILL OF CRUSHED STONE, AS NECESSARY. EXCAVATION SIDE SLOPES SHOULD BE MONITORED FOR POTENTIAL SEEPAGE AND MAINTAINED TO PROMOTE STABILITY, ACCORDINGLY.
4. SURFACE WATER RUNOFF SHOULD BE DIRECTED AWAY FROM EXCAVATIONS TO REDUCE DEWATERING EFFORTS AND TO PROTECT SUBGRADES FROM BECOMING SOFT AND UNSTABLE.

BACKFILL AND COMPACTION

1. COMPACTED GRANULAR FILL (CGF) SHOULD BE USED FOR ENGINEERED FILLS BELOW BUILDING FOOTPRINT AREAS AND IN FOUNDATION BEARING ZONES. CGF SHALL COMPLY WITH THE FOLLOWING GRADATION:

sieve size	% PASSING
6"	100
No. 40	30 - 80
No. 40	10 - 50
No. 200	0 - 8

IN OPEN AREAS, CGF SHOULD BE PLACED IN LIFT THICKNESSES NOT EXCEEDING 12 INCHES LOOSE MEASURE (PRIOR TO COMPACTION) AND COMPACTED USING SELF PROPELLED VIBRATORY ROLLERS SUCH AS A BOMAG BW-60S. IN CONFINED AREAS, CGF SHOULD BE PLACED IN LIFT THICKNESS NOT EXCEEDING 9 INCHES AND COMPACTED USING A LARGE VIBRATORY PLATE COMPACTOR OR EQUIVALENT. A MINIMUM OF FOUR SYSTEMATIC PASSES OF THE COMPACTION EQUIPMENT SHOULD BE USED TO COMPACT EACH LIFT.

2. COMMON FILL SHOULD BE USED FOR ENGINEERED FILLS BELOW ROADWAY, PARKING, AND OTHER NON-STRUCTURAL AREAS. COMMON FILL SHALL COMPLY WITH THE FOLLOWING GRADATION:

sieve size	% PASSING
6"	100
No. 40	0-80
No. 200	0 - 30

COMMON FILL SHOULD BE PLACED IN MAXIMUM 12-INCH THICK LOOSE LIFTS USING COMPACTION EQUIPMENT AS DESCRIBED ABOVE FOR CGF.

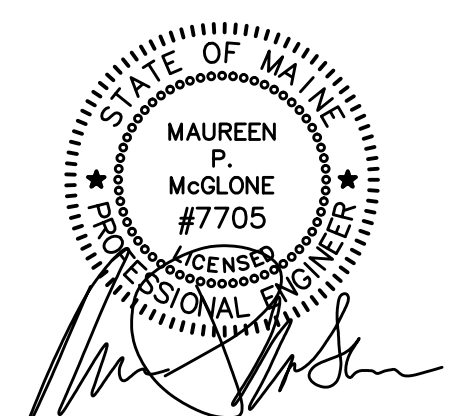
3. AGGREGATE BASE FOR PAVEMENTS SHOULD BE USED AS THE BASE COURSE LAYER BELOW THE ASPHALT PAVEMENTS. AGGREGATE BASE SHALL COMPLY WITH THE FOLLOWING GRADATION:

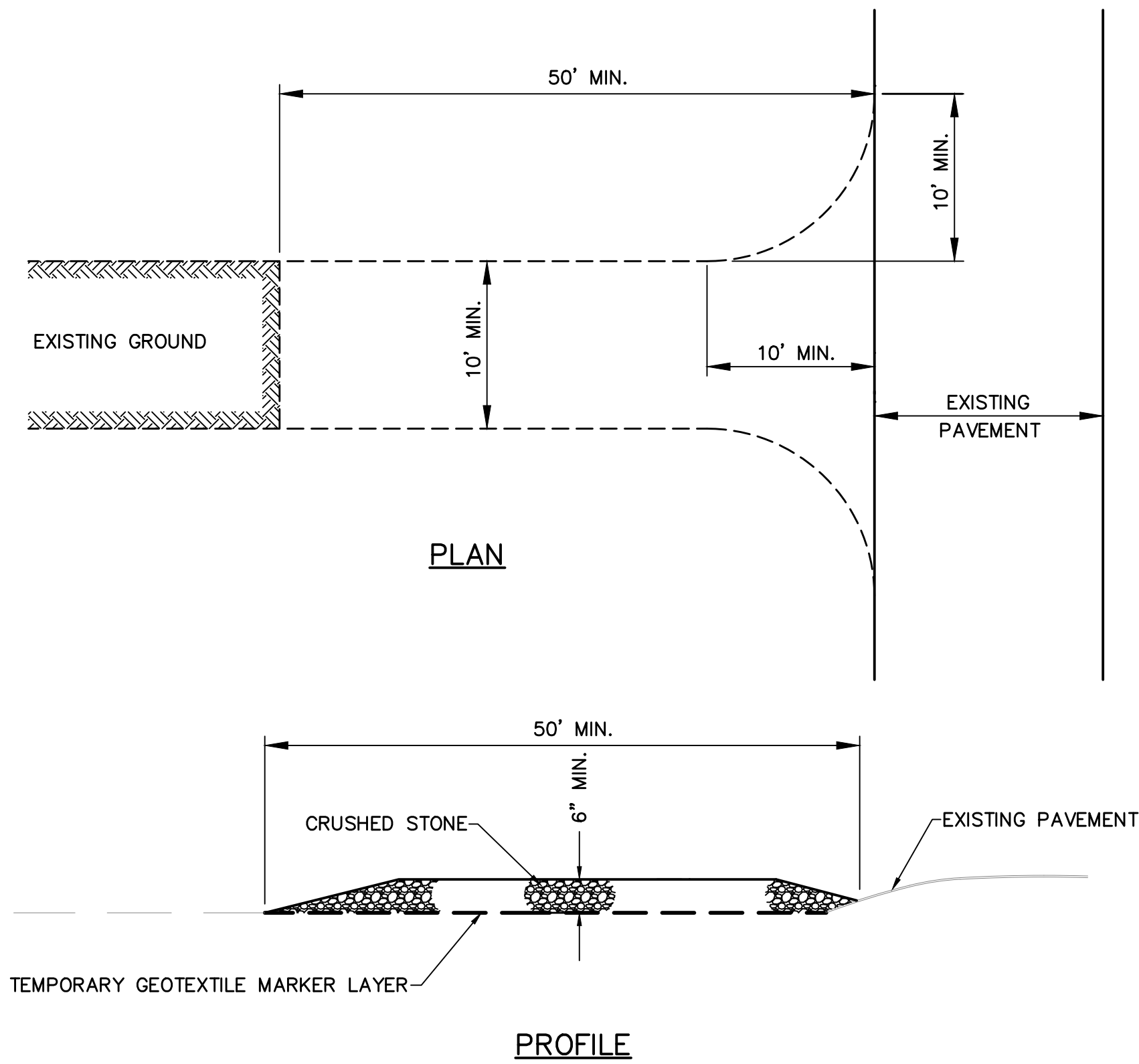
sieve size	% PASSING
2" (50 MM)	100
1/2" (12.5 MM)	45 - 70
3/4" (6.3 MM)	30 - 55
No. 40 (425 MM)	0 - 20
No. 200 (75 MM)	0 - 5

4. WHERE SUBGRADES BECOME SATURATED, UNSTABLE, AND/OR DIFFICULT TO COMPACT, CRUSHED STONE SHOULD BE PLACED AND COMPACTED IN LIEU OF CGF OR COMMON FILL. CRUSHED STONE, WHEN USED, SHOULD BE WRAPPED IN A GEOTEXTILE FILTER FABRIC, SUCH AS MIRAFI 140N OR EQUAL. AT NO TIME SHOULD CGF OR COMMON FILL BE PLACED OVER CRUSHED STONE THAT HAS NOT BEEN WRAPPED IN A GEOTEXTILE FILTER FABRIC.
5. BEDDING PLACED BELOW UTILITIES SHOULD BE IN ACCORDANCE WITH THE UTILITY AND MANUFACTURER REQUIREMENTS. IN GENERAL, UTILITIES MAY BE SUPPORTED DIRECTLY ON A MINIMUM 6-INCH-THICK LAYER OF COMPACTED STRUCTURAL FILL, CRUSHED STONE, OR OTHER SUITABLE PIPE BEDDING MATERIALS. FILL PLACED AS BACKFILL FOR UTILITIES BELOW BUILDING FLOOR SLABS SHOULD CONSIST OF COMPACTED STRUCTURAL FILL OR CRUSHED STONE. ELSEWHERE, FILL PLACED AS BACKFILL FOR UTILITIES SHOULD CONSIST OF COMPACTED COMMON FILL.
6. RE-USE OF ON-SITE BORROW SOILS IS PERMITTED AS LONG AS THOSE SOILS MEET THE GRADATION REQUIREMENTS IDENTIFIED ABOVE. THE EXISTING FILL MATERIALS WILL LIKELY MEET THE GRADATION SPECIFICATION FOR COMMON FILL. THESE SOILS COULD BE USED AS COMMON FILL BELOW PAVEMENT SUBBASE AREAS AND BELOW BUILDING SLAB-ON-GRADE AREAS TO SLAB SUBGRADE ELEVATIONS, PROVIDED THAT THE MOISTURE IS CONTROLLED AND COMPACTION IS ACHIEVED.
7. THE ON-SITE SOILS COULD BE USED AS CGF ADJACENT TO PILE CAPS AND GRADE BEAMS, BENEATH SIDEWALKS OR ADJACENT TO ANY FOUNDATION WALLS AS LONG AS THOSE SOILS MEET THE GRADATION REQUIREMENTS IDENTIFIED ABOVE.
8. GLACIOMARINE SAND AND CLAY SOILS EXCAVATED DURING CONSTRUCTION ARE NOT CONSIDERED SUITABLE FOR REUSE AS CGF. THESE MATERIALS MAY BE USED AS COMMON FILL IN LANDSCAPED AREAS IF THEY CAN BE PLACED AND COMPACTED ADEQUATELY AS STATED HEREIN.
9. THE DURABLE COMPONENTS OF ANY EXISTING STRUCTURES REMOVED DURING DEMOLITION COULD BE CRUSHED AND BLENDED ON-SITE TO PRODUCE A SUITABLE STRUCTURAL OR COMMON FILL. THE CONCRETE (FROM FLOOR SLABS AND FOUNDATION ELEMENTS), AND CONCRETE BLOCK COULD POTENTIALLY BE INCORPORATED INTO STRUCTURAL OR COMMON FILLS.
10. RECLAIMED MATERIALS SHOULD BE FREE OF DELETERIOUS MATERIALS (STRUCTURAL STEEL, WOOD, GLASS, METALS). SAMPLES OF ALL SITE MATERIALS PROPOSED FOR ON-SITE RE-USE SHOULD BE TESTED FOR CONFORMANCE TO THE GRADATION SPECIFICATIONS, MOISTURE-DENSITY RELATIONSHIPS (MODIFIED PROCTOR TESTING), AND ABRASION RESISTANCE (ASTM C 131, THE L.A. ABRASION TEST). PROPOSED RECLAIMED MATERIALS SHOULD HAVE AN ABRASION LOSS OF LESS THAN 50 PERCENT.

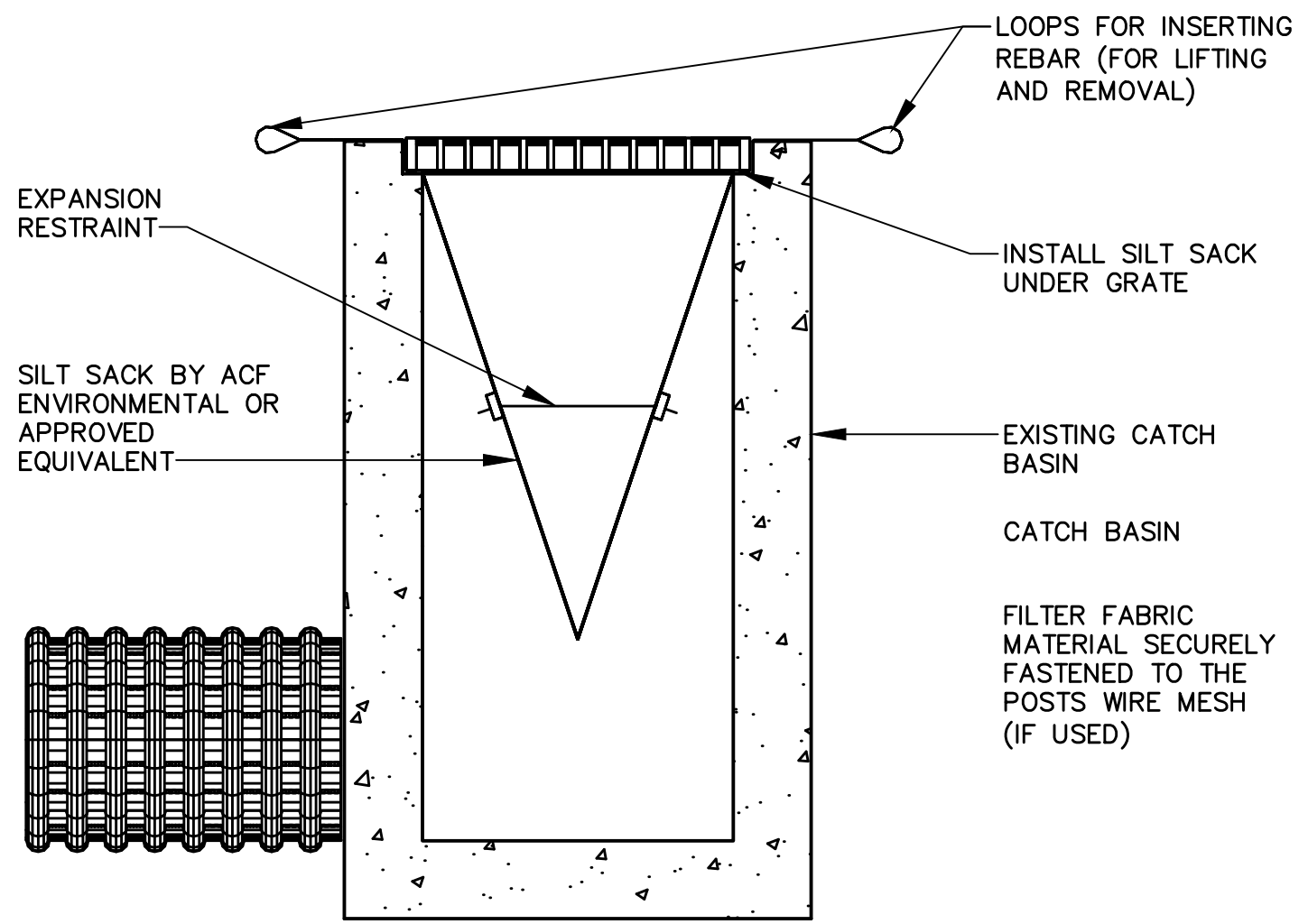
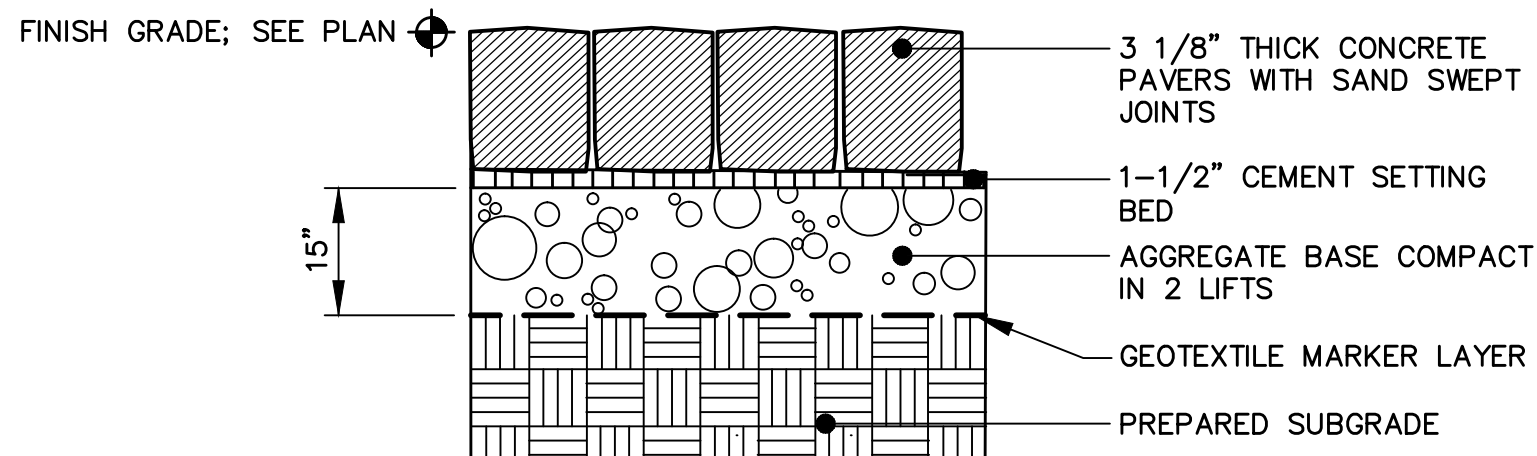
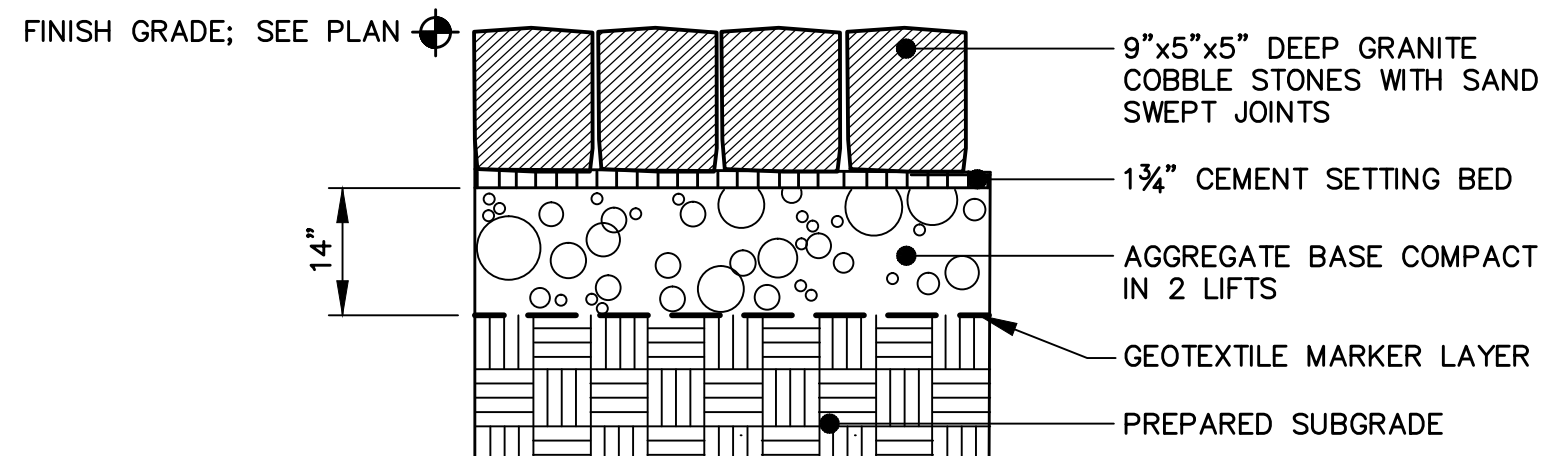
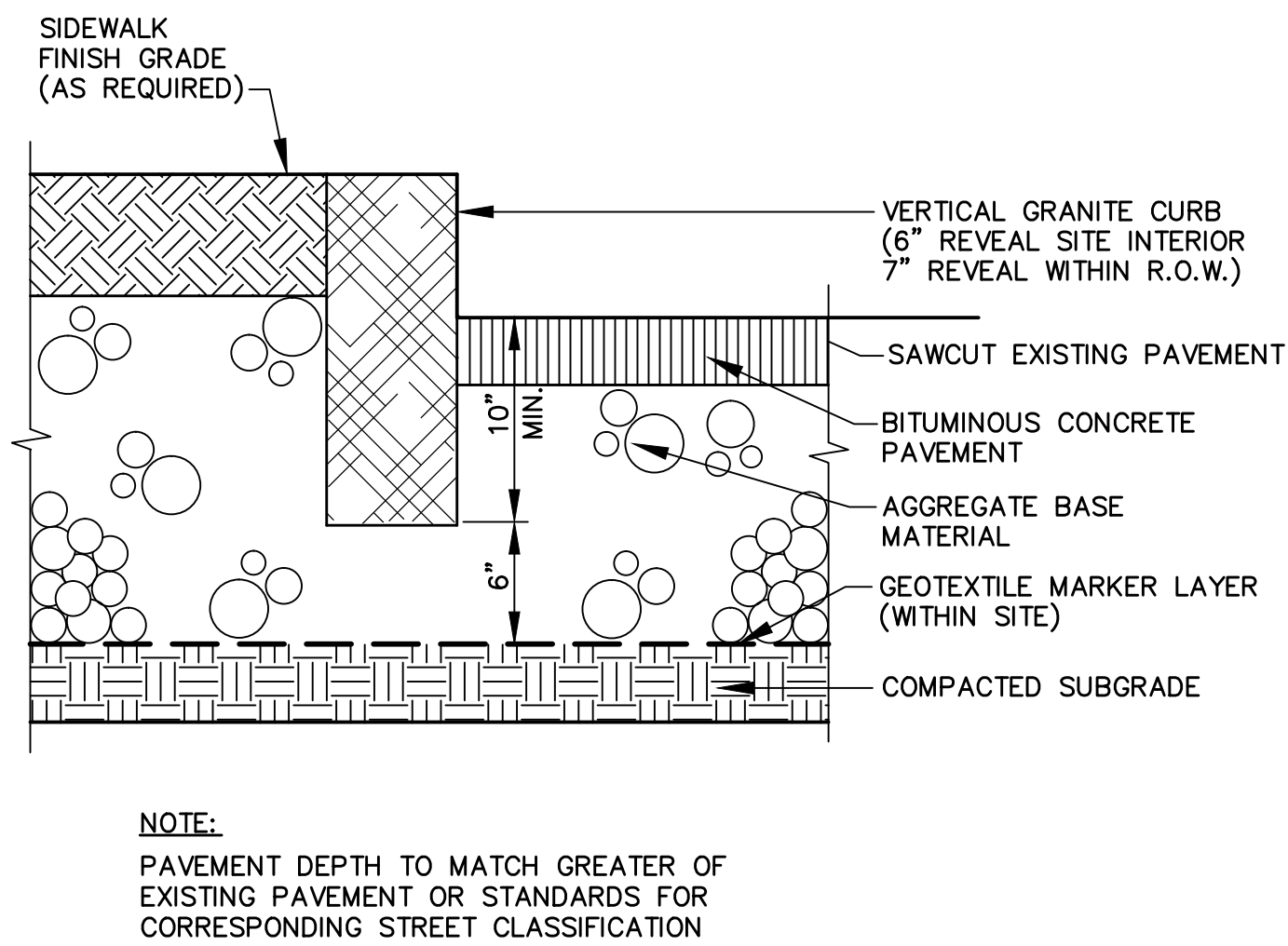
CONSTRUCTION WITHIN THE RIGHT-OF-WAY

1. ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE STANDARDS OF CITY OF PORTLAND TECHNICAL MANUAL.

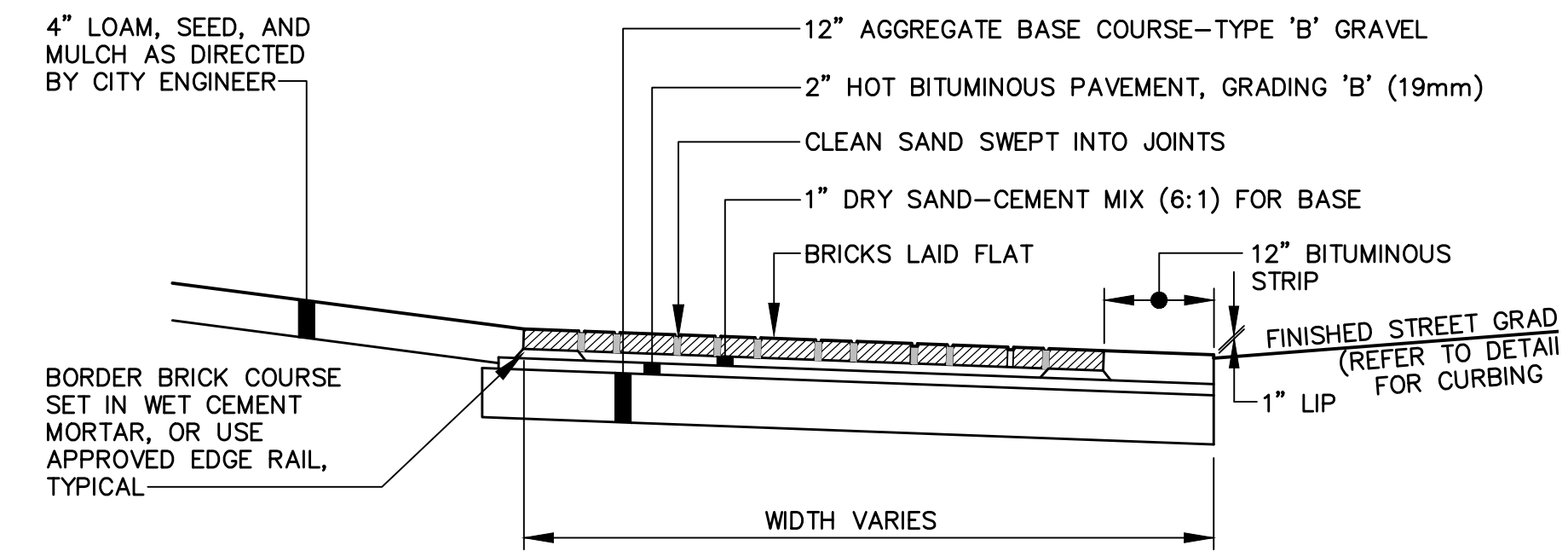
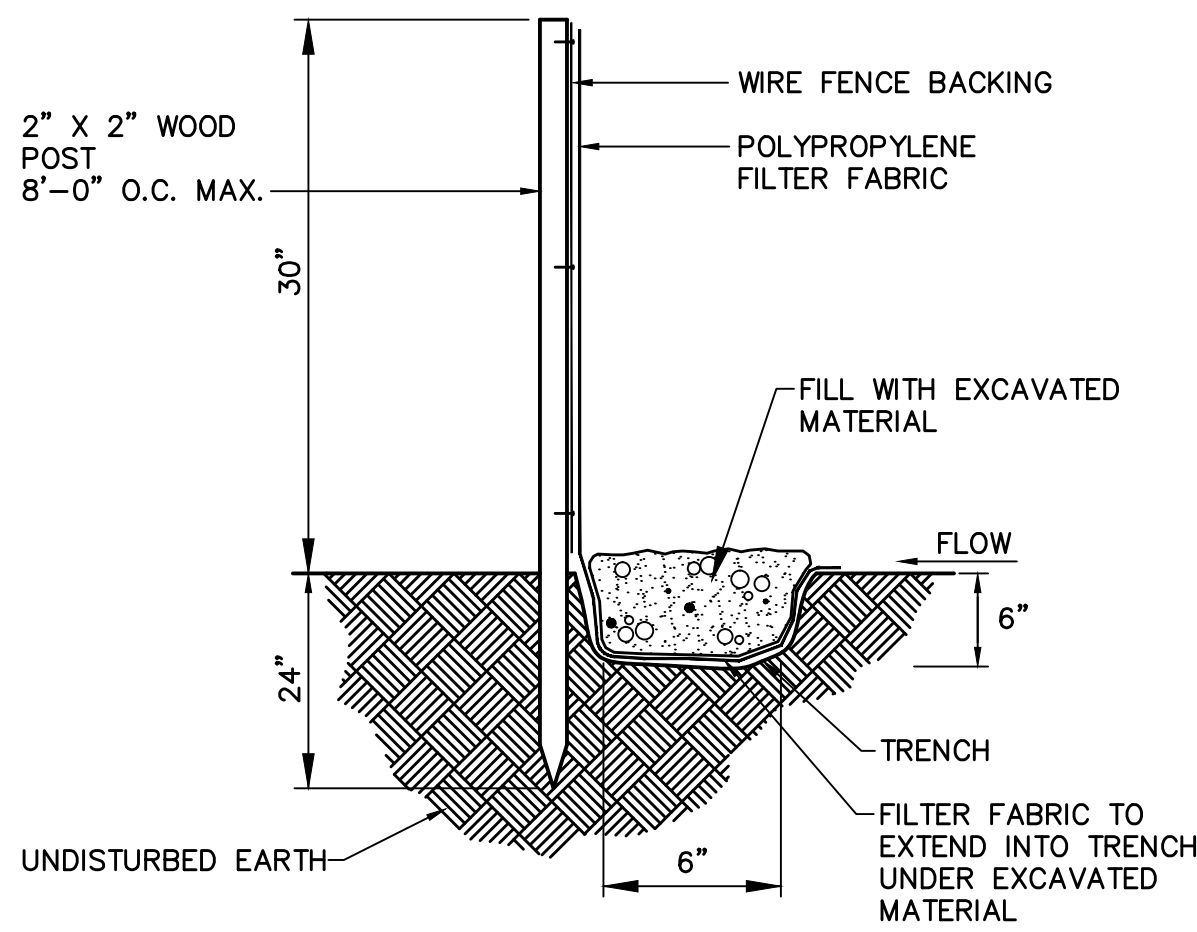
Project:		
20 THAMES STREET RESIDENTIAL CONDOMINIUM 20 THAMES STREET PORTLAND, MAINE		
Owner:		
PORTLAND NORWICH ACQUISITION, LLC P.O. Box 1383 SANIBEL, FL 33957		
Applicant:		
ESSEXNORTH PORTLAND LLC P.O. BOX 394 TOPSFIELD, MA 01983		
		
CIVIL ENGINEER:		
MAUREEN P. MCGLONE, PE #7705 400 COMMERCIAL STREET, SUITE 404 PORTLAND, ME 04101 207-772-2891		
		
400 Commercial Street, Suite 404 Portland, ME 04101 Tel. (207) 772-2891 Fax (207) 772-3248 www.ransomenv.com		



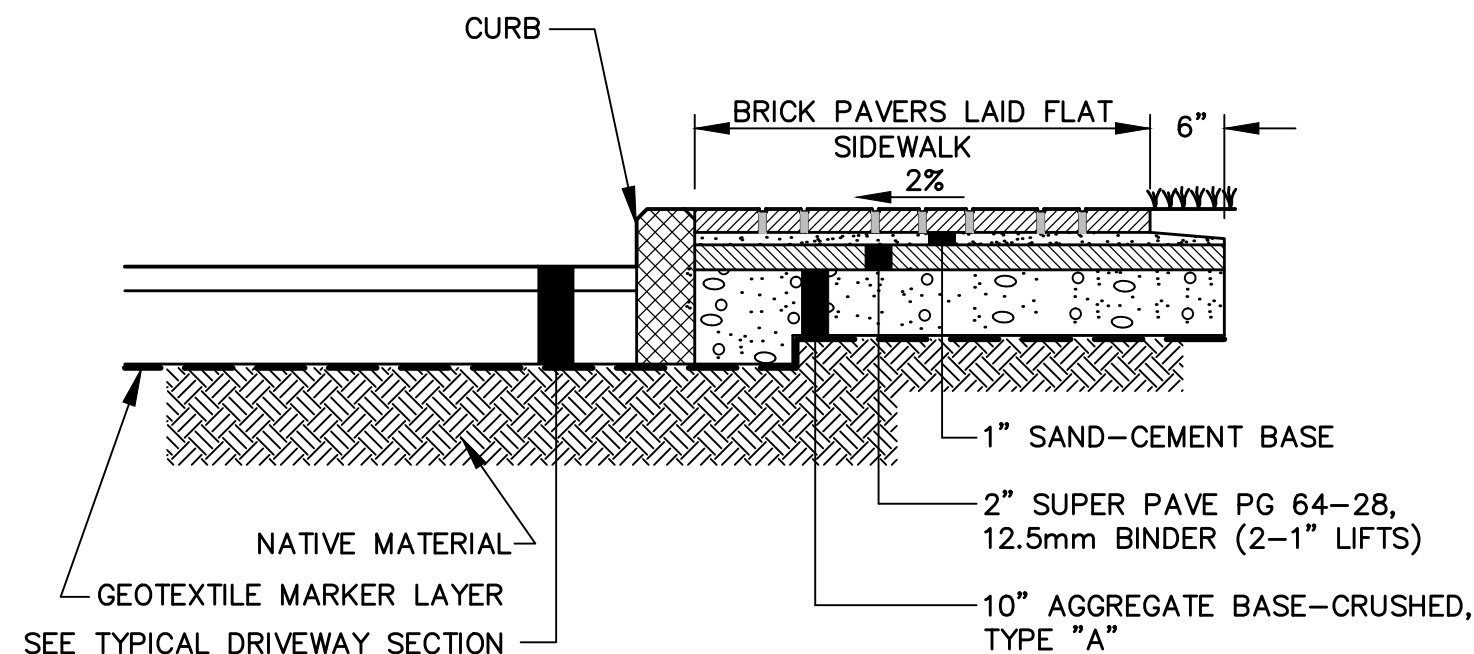
STORMWATER INLET CONSTRUCTION ENTRANCE
NOT TO SCALE



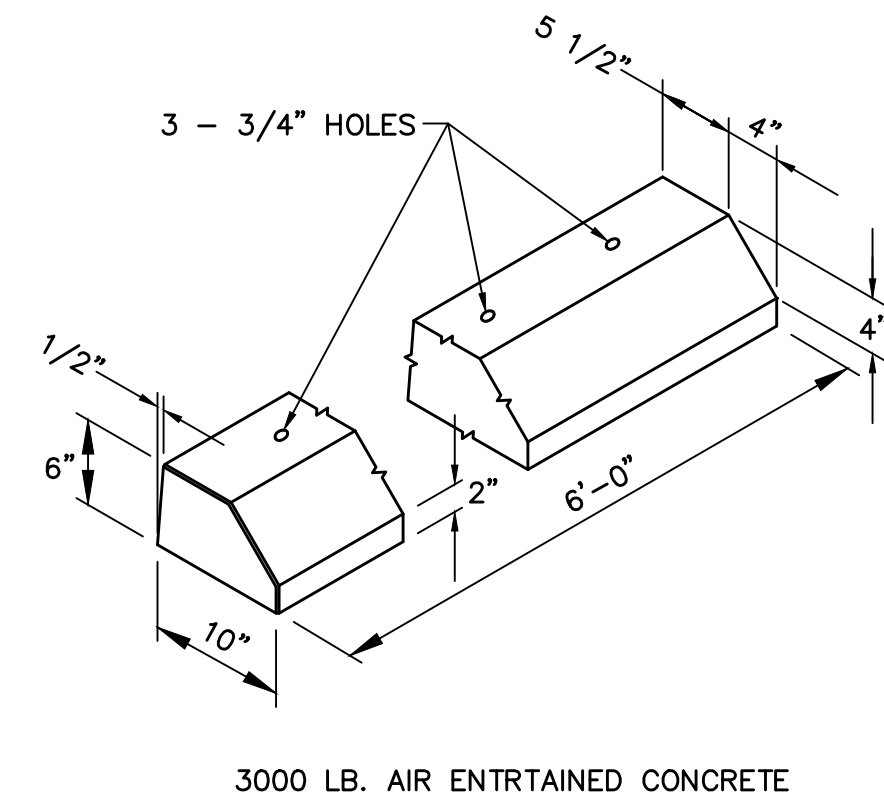
- NOTES:
1. INSTALL SILTSACK PER MANUFACTURER'S RECOMMENDATIONS.
 2. SILTSACKS SHALL BE CHECKED FOR SEDIMENT LEVEL AND OVERALL CONDITION IMMEDIATELY AFTER EVERY RAIN EVENT AND AT LEAST EVERY DAY DURING PROLONGED RAINFALL.
 3. SEDIMENT SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE SILTSACK. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT WILL NOT ERODE.
 4. SEDIMENT SHALL ONLY BE REMOVED BY REMOVING THE SILTSACKS FROM THE CATCH BASINS ACCORDING TO MANUFACTURER RECOMMENDATIONS.
 5. CARE SHALL BE TAKEN TO AVOID SPILLING SEDIMENT WHILE REMOVING THE SILTSACK.
 6. ANY DAMAGED SILTSACK SHALL BE REPLACED WITH A NEW SILTSACK.



BRICK PAVEMENT SECTION
NOT TO SCALE



PRECAST CONCRETE HEELSTONE
NOT TO SCALE



PRECAST CONCRETE HEELSTONE
NOT TO SCALE

Project:
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CONDOMINIUM**
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SANIBEL, FL 33957

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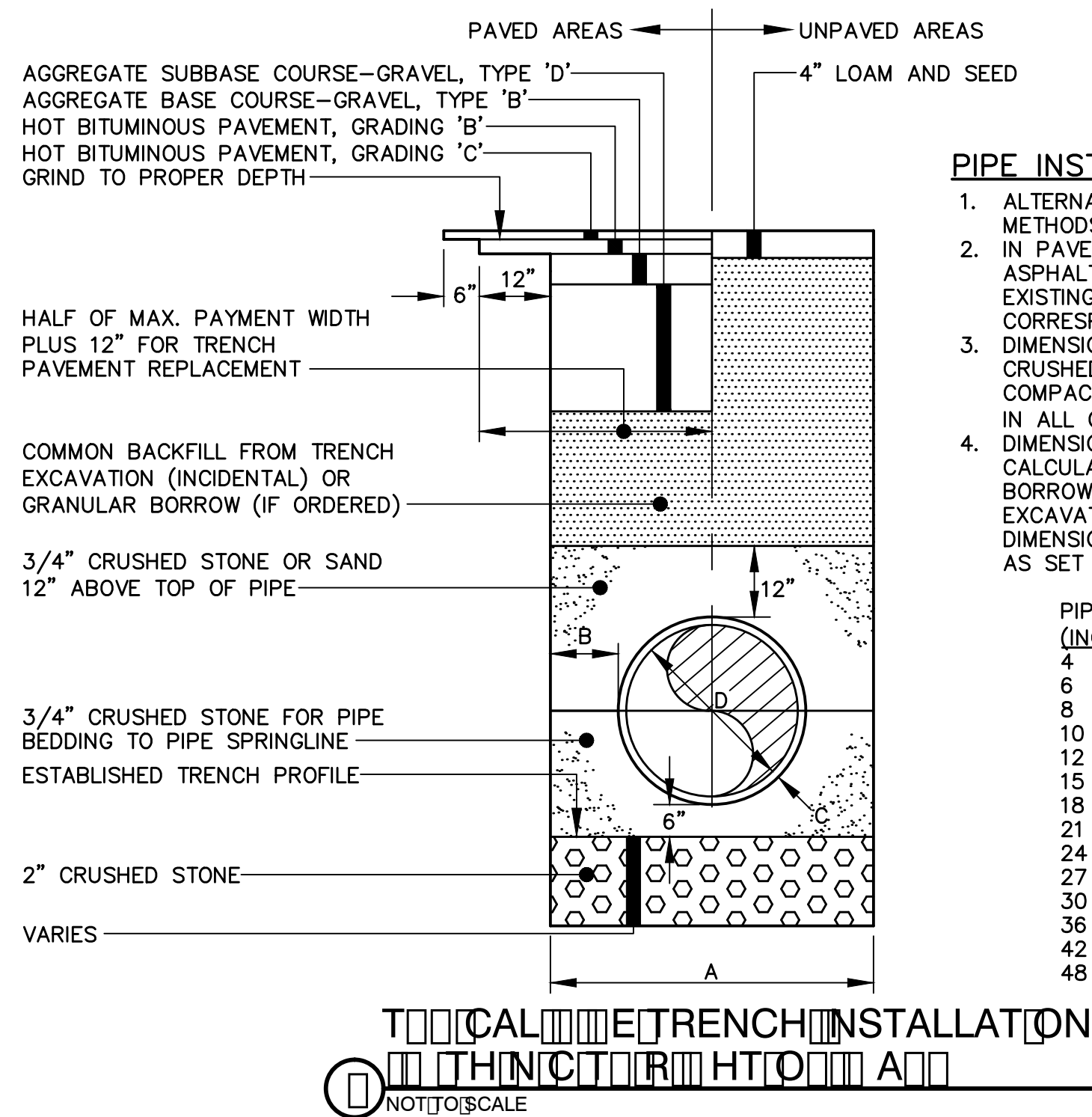
CIVIL ENGINEER:
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CONSTRUCTION DETAILS

B	PER REVIEW COMMENTS	06/09/17
A	CITY SUBMISSION	03/09/17
No.	Revision/Issue	Date
Design by:	MPM	Checked by: SJB
Drawn by:	JAR	Approved by: SJB
Project:	150.06094	Date: MARCH 2017

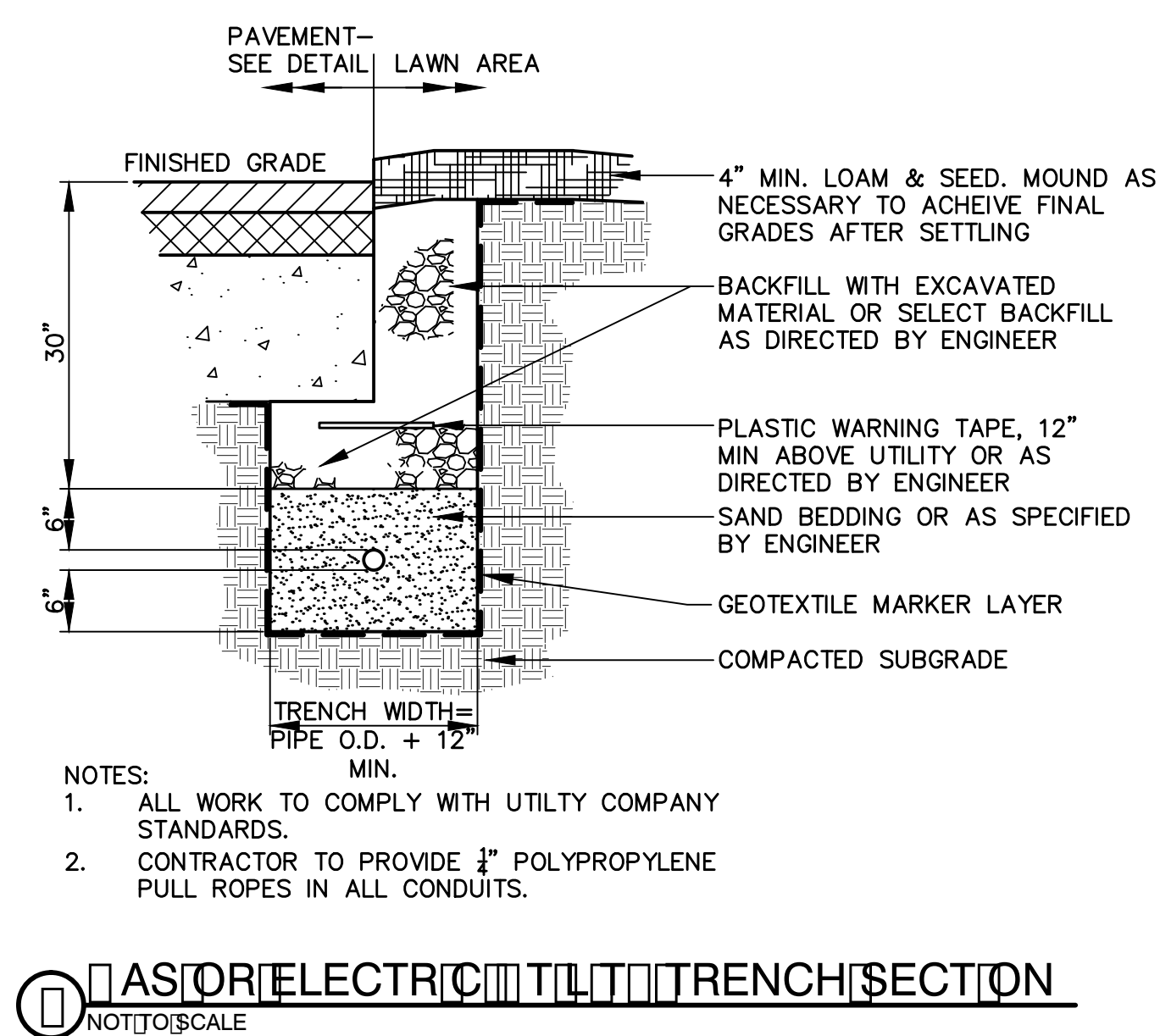
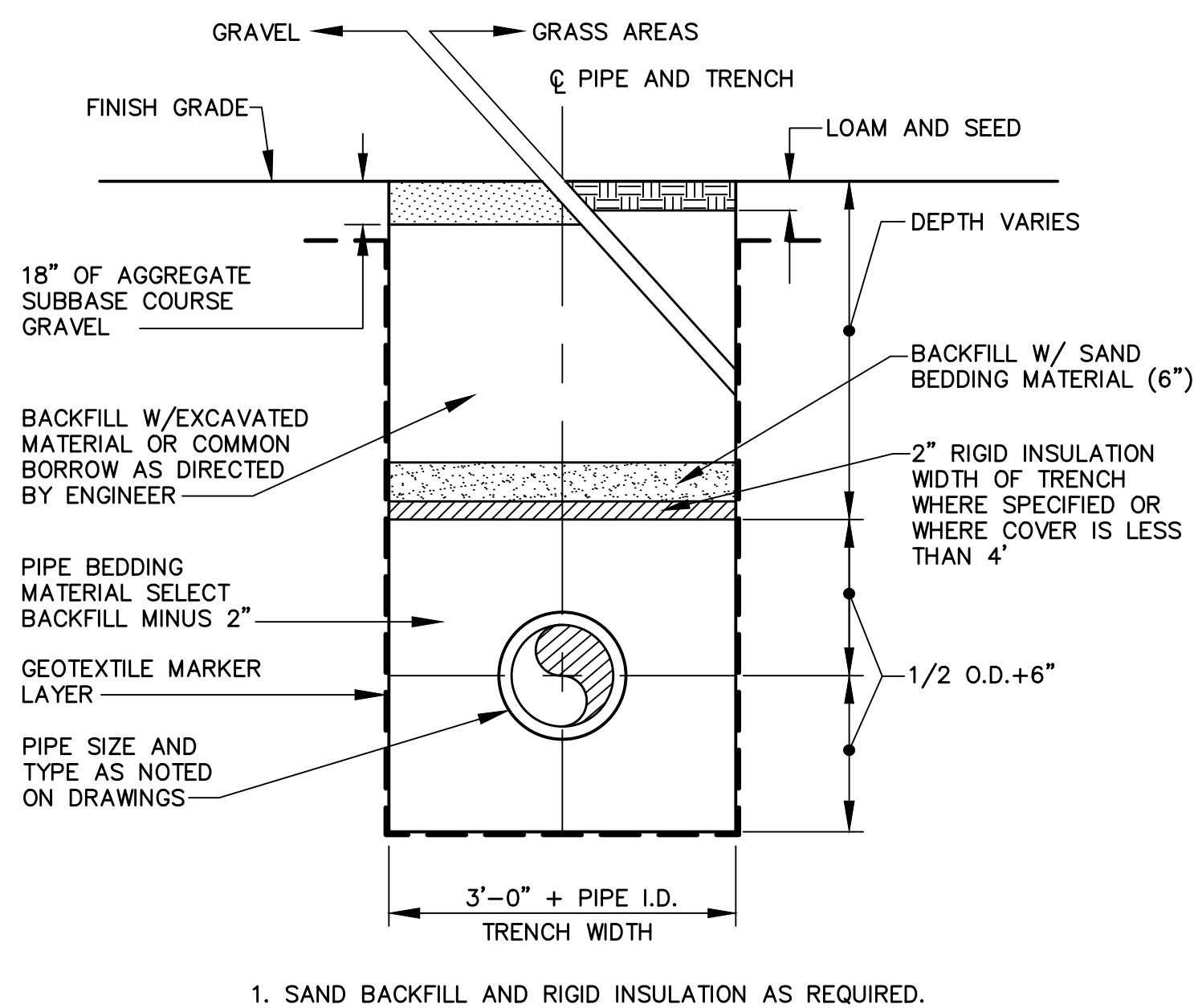
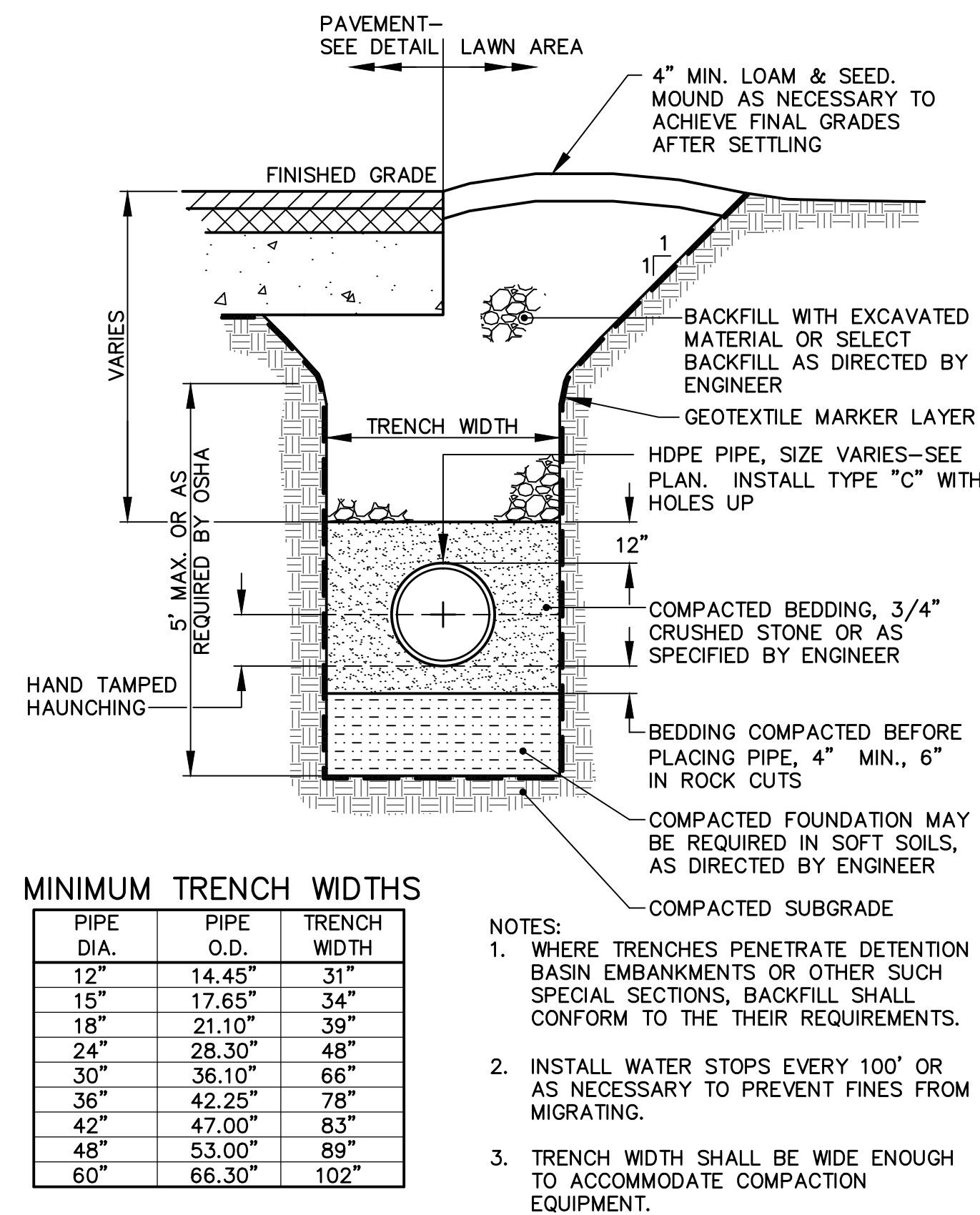
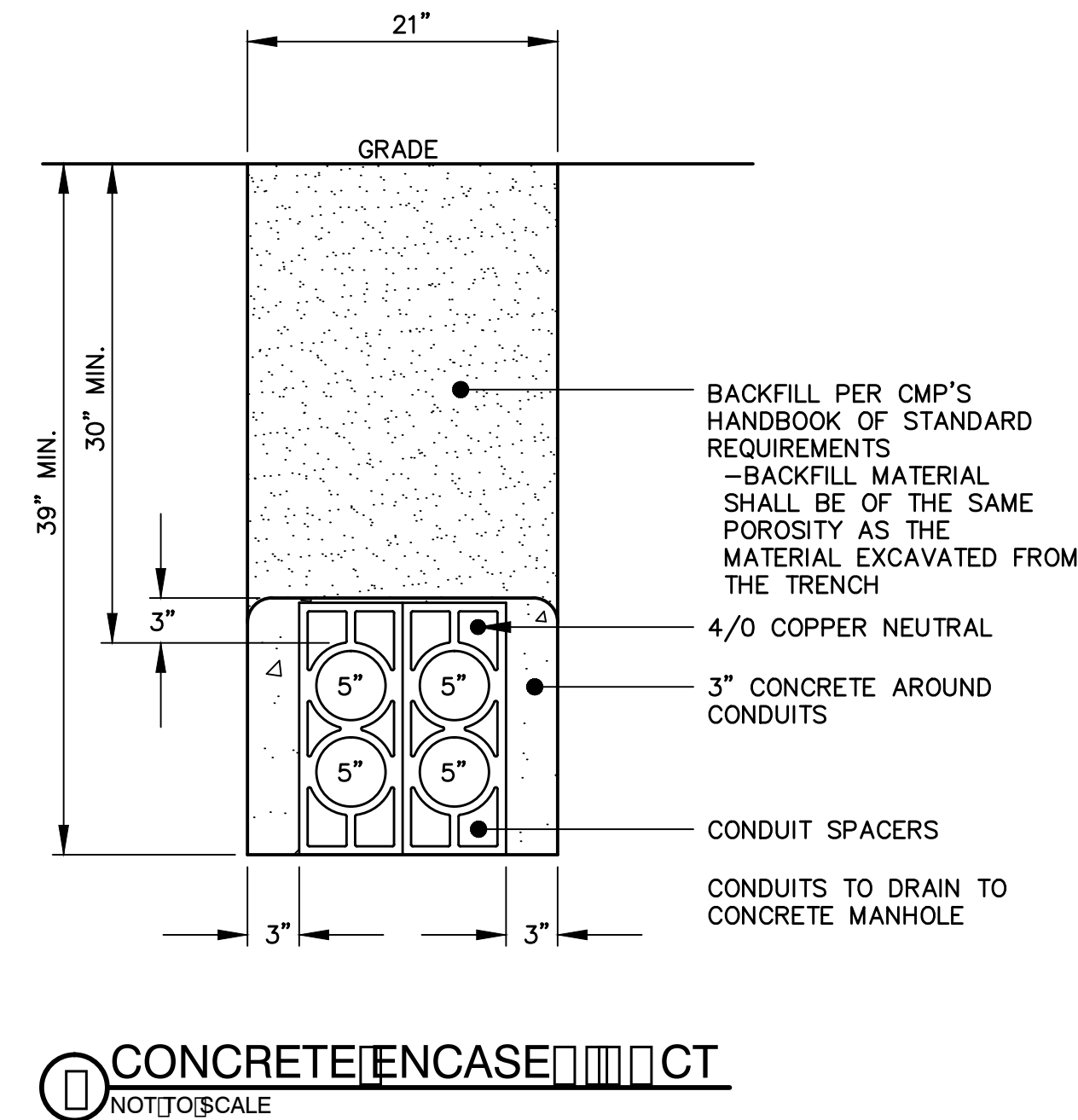
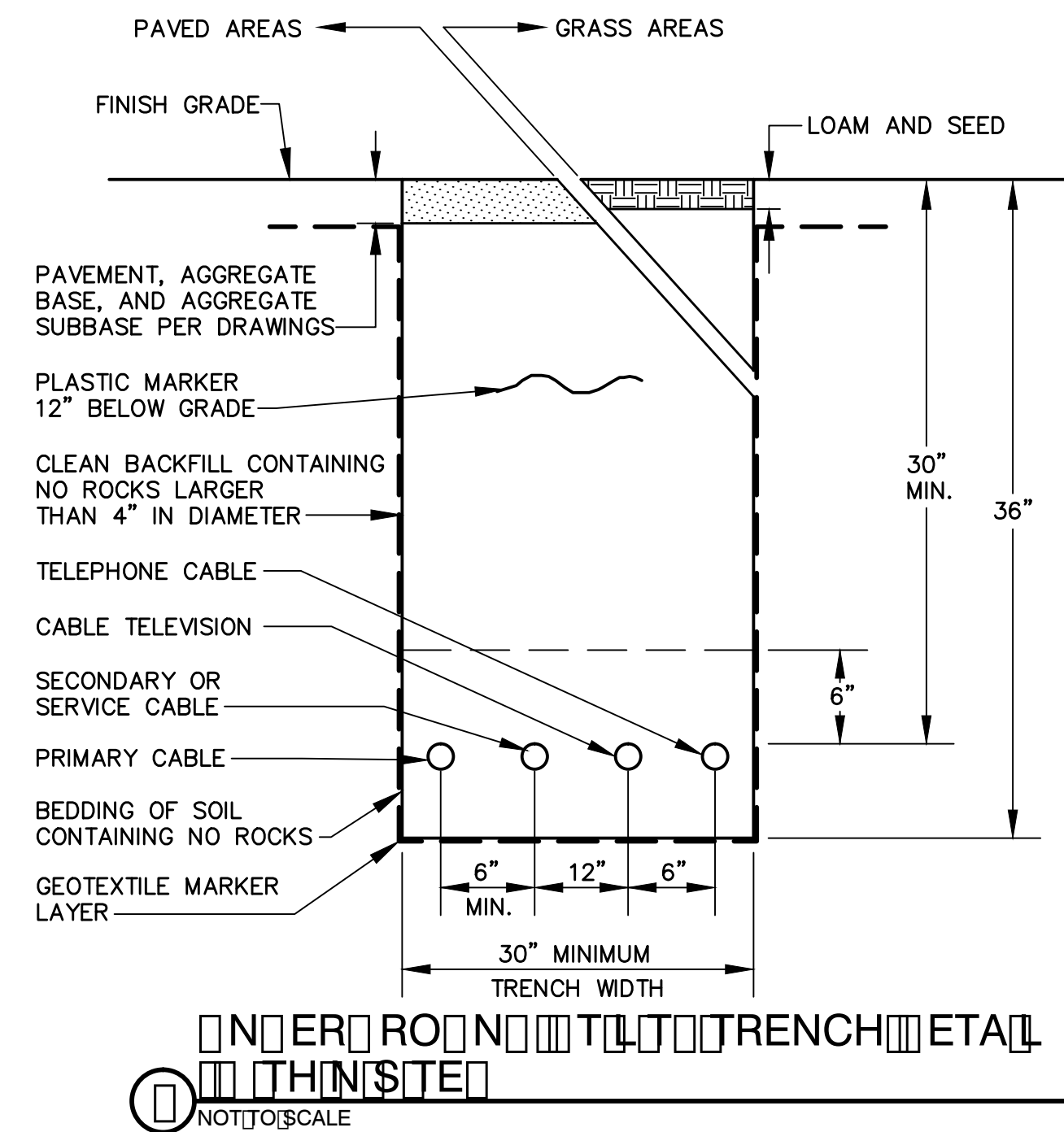
Sheet No:
C2.1
Sheet 8 of 22



PIPE INSTALLATION NOTES

1. ALTERNATE CONSTRUCTION METHODS OR PAYMENT METHODS SHALL BE APPROVED BY THE CITY.
2. IN PAVED AREAS, DEPTHS OF GRAVEL AND HOT MIX ASPHALT PAVEMENT SHALL MATCH THE GREATER OF EXISTING CONDITIONS OR THE REQUIREMENTS FOR THE CORRESPONDING STREET CLASSIFICATION.
3. DIMENSION B SHALL BE SUFFICIENT TO ALLOW CRUSHED STONE BEDDING TO BE PLACED AND COMPACTED UNDER THE HAUNCHES OF THE PIPE; BUT IN ALL CASES DIMENSION B SHALL BE AT LEAST 9".
4. DIMENSION A IS THE MAXIMUM WIDTH ALLOWED FOR CALCULATING PAY QUANTITIES UNDER GRANULAR BORROW, CRUSHED STONE, STRUCTURAL EARTH EXCAVATION, AND STRUCTURAL ROCK EXCAVATION. DIMENSION A SHALL BE BASED ON PIPE DIAMETER D, AS SET FORTH IN THE FOLLOWING TABLE:

PIPE DIAMETER, D (INCHES)	MAX. TRENCH WIDTH, A (FEET)
4	4.0
6	4.0
8	4.0
10	4.0
12	5.0
15	5.0
18	5.0
21	5.0
24	6.0
27	6.0
30	6.0
36	6.0
42	7.0
48	7.0



Project:

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RESIDENTIAL
CONDOMINIUM**

20 THAMES STREET
PORTLAND, MAINE

Owner:

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Applicant:

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CIVIL ENGINEER:

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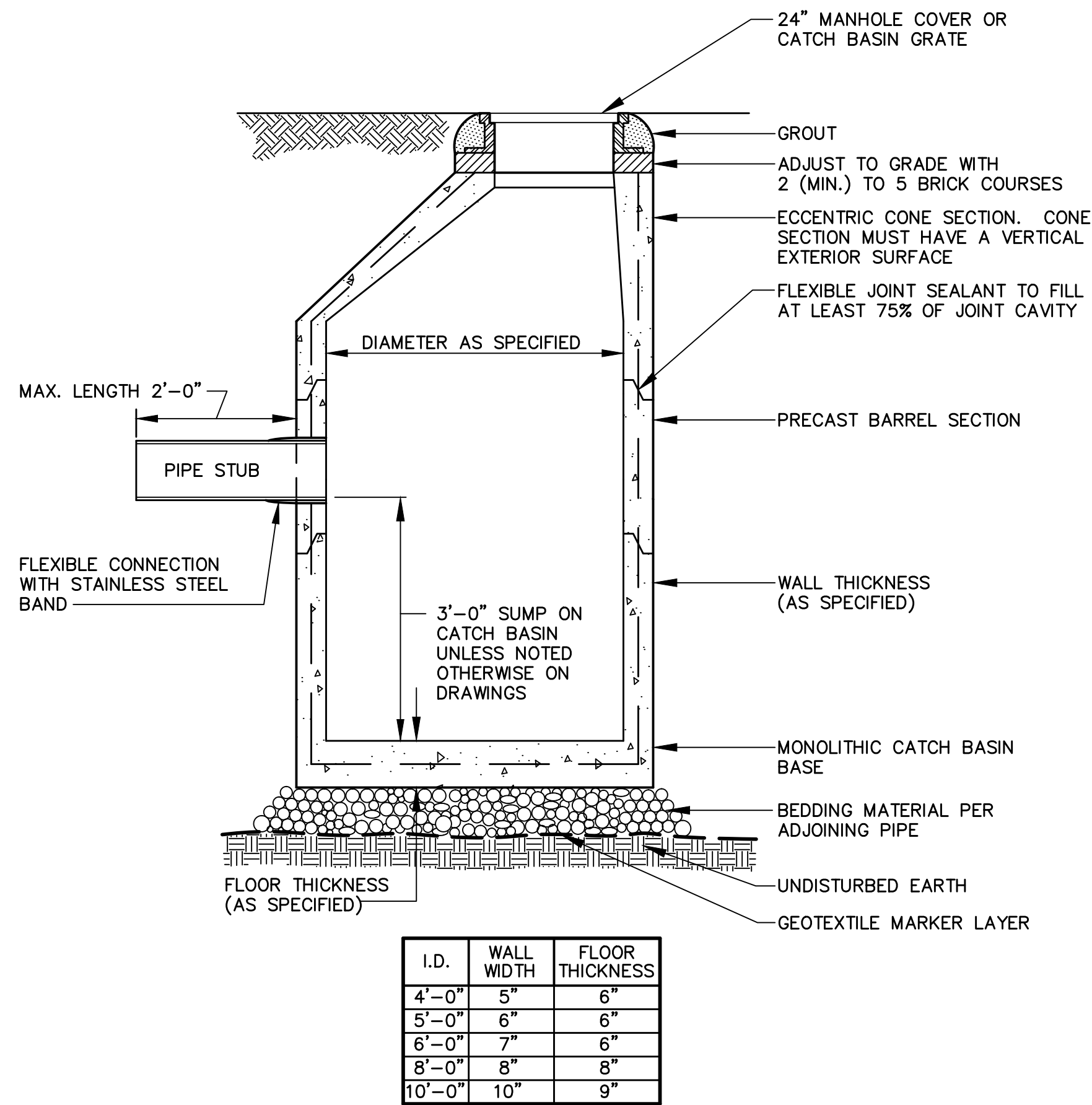
400 COMMERCIAL STREET, SUITE 404
PORTLAND, ME 04101
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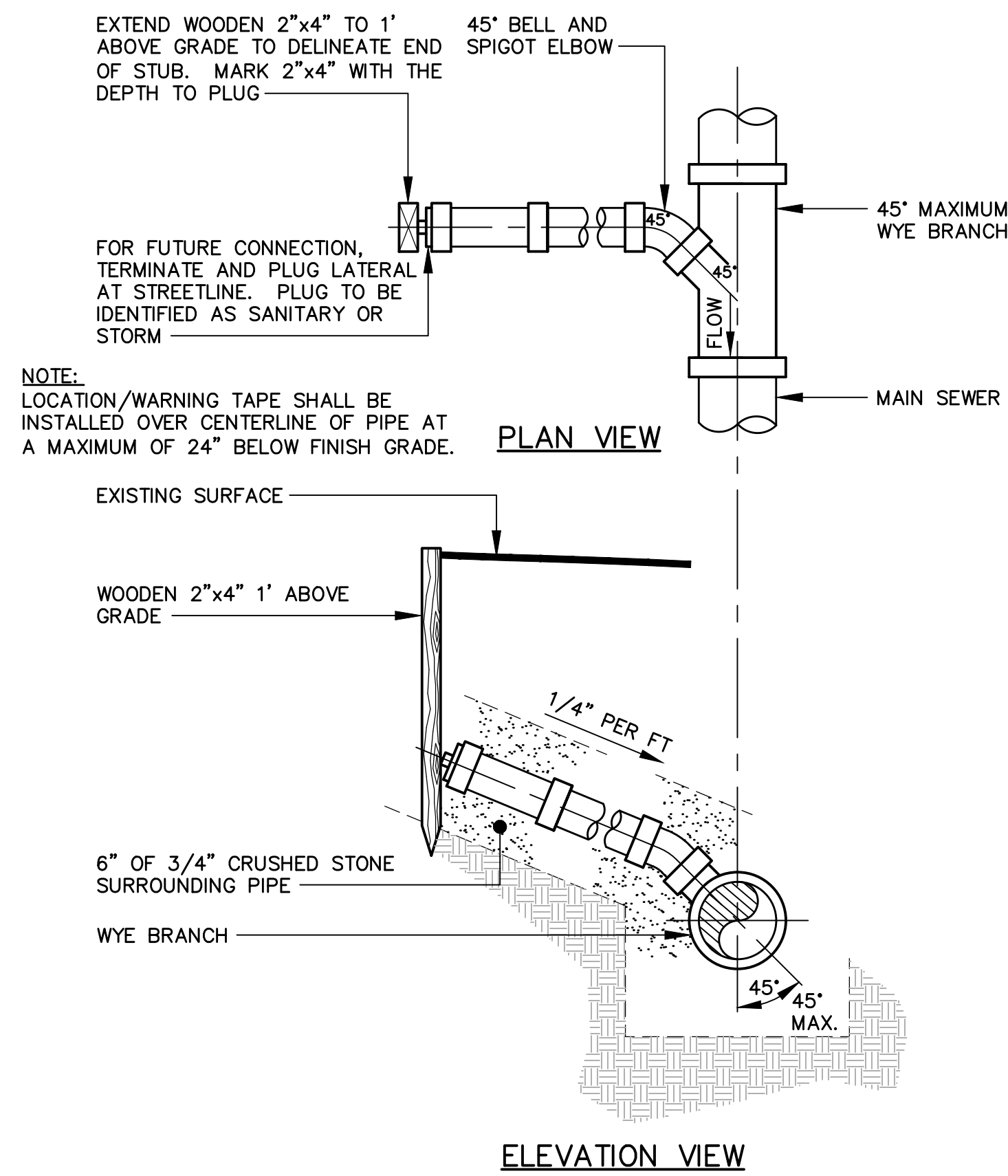
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Portland, ME 04101
Tel. (207) 772-2891
Fax (207) 772-3248
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CONSTRUCTION DETAILS

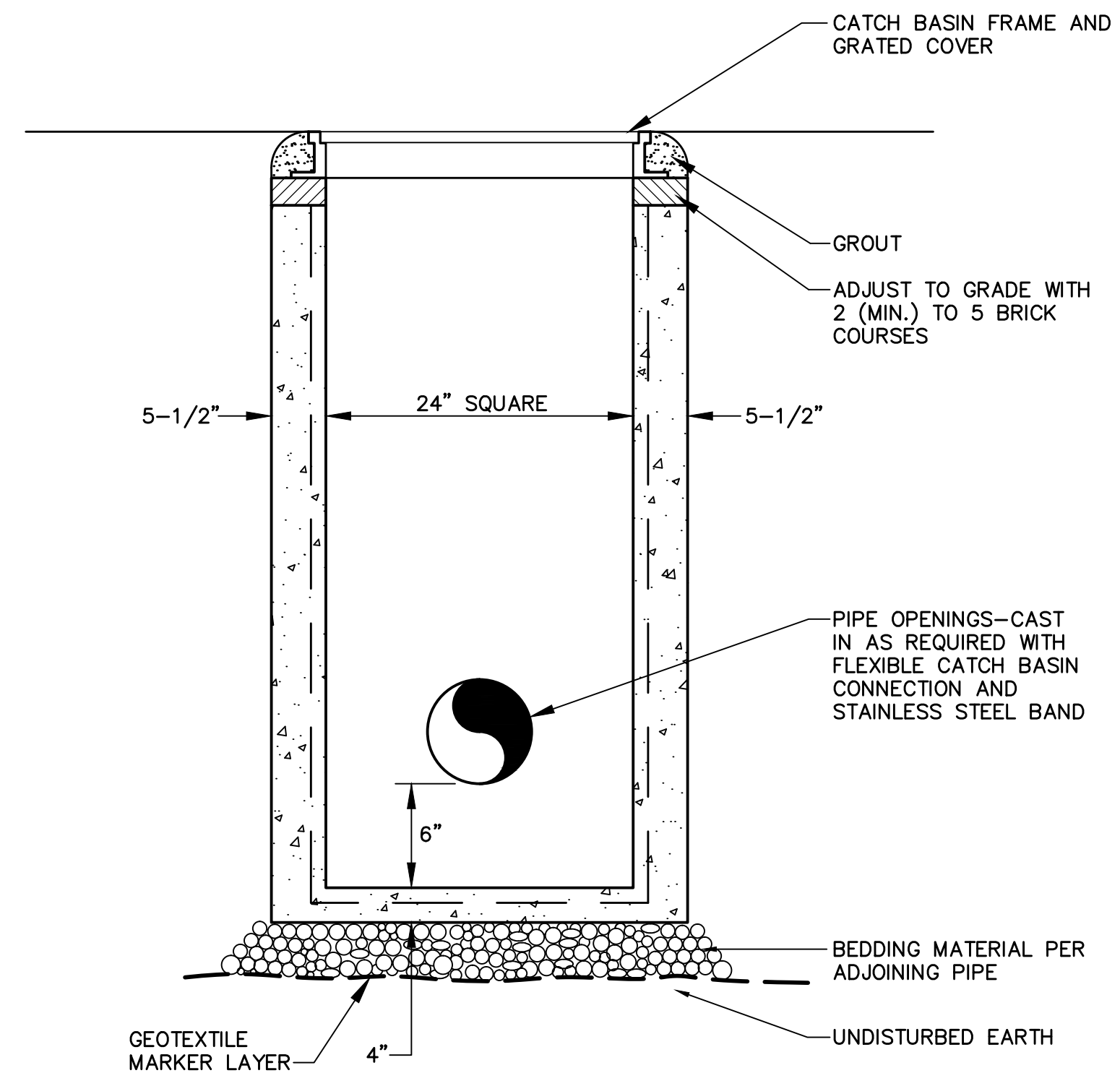
B	PER REVIEW COMMENTS	06/09/17
A	CITY SUBMISSION	03/09/17
No.	Revision/Issue	Date
Design by:	MPM	Checked by: SJB
Drawn by:	JAR	Approved by: SJB
Project:	150.06094	Date: MARCH 2017
Sheet No:	C2.2	
	Sheet 9 of 22	



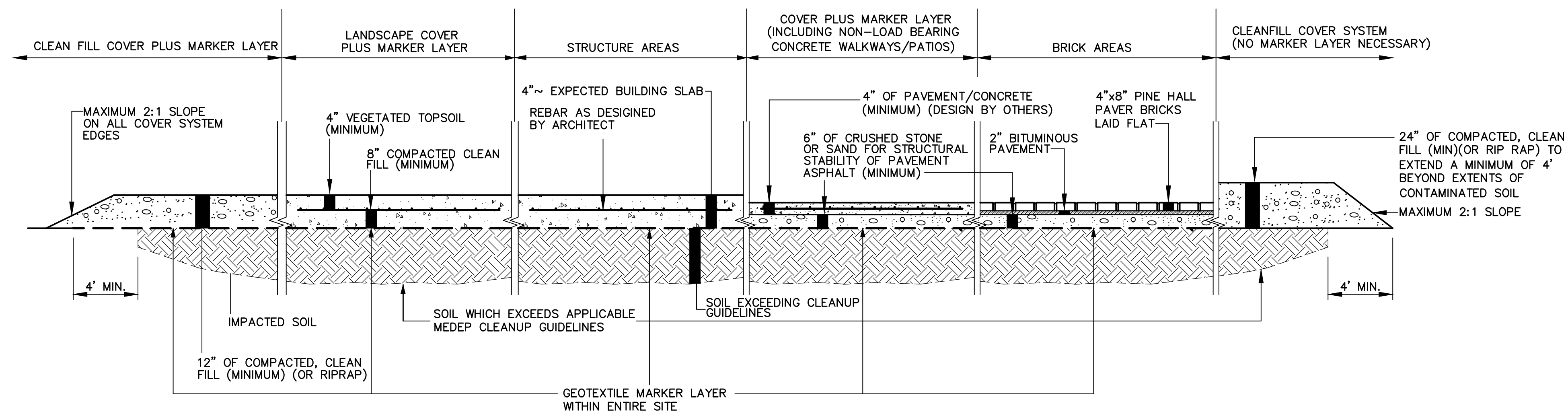
PRECAST CONCRETE MANHOLE
NOT TO SCALE



TEE CONNECTION
NOT TO SCALE



PRECAST CONCRETE CATCH BASIN
NOT TO SCALE



NOTE:
THE QUANTITIES IDENTIFIED ARE MINIMUM REQUIREMENTS FOR COVERING OF THE IDENTIFIED CONTAMINATED SOILS. ADDITIONAL SUB-BASE MATERIALS MAY BE REQUIRED IN AREAS PROPOSED FOR ASPHALT PAVING, BUILDINGS AND/OR CONCRETE SIDEWALKS/PATIOS, AS NECESSARY, TO MAINTAIN STRUCTURAL INTEGRITY OF THESE MATERIALS. THE SITE DESIGN ENGINEER IS REQUIRED TO MAKE THE DETERMINATION OF STRUCTURAL SUITABILITY.

SOIL COVER SYSTEM WITHIN LIMITS OF SITE
NOT TO SCALE

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Project:	150.06094	Date: MARCH 2017

Sheet No:
C2.3
Sheet 10 of 22

LIGHTING SCHEDULE

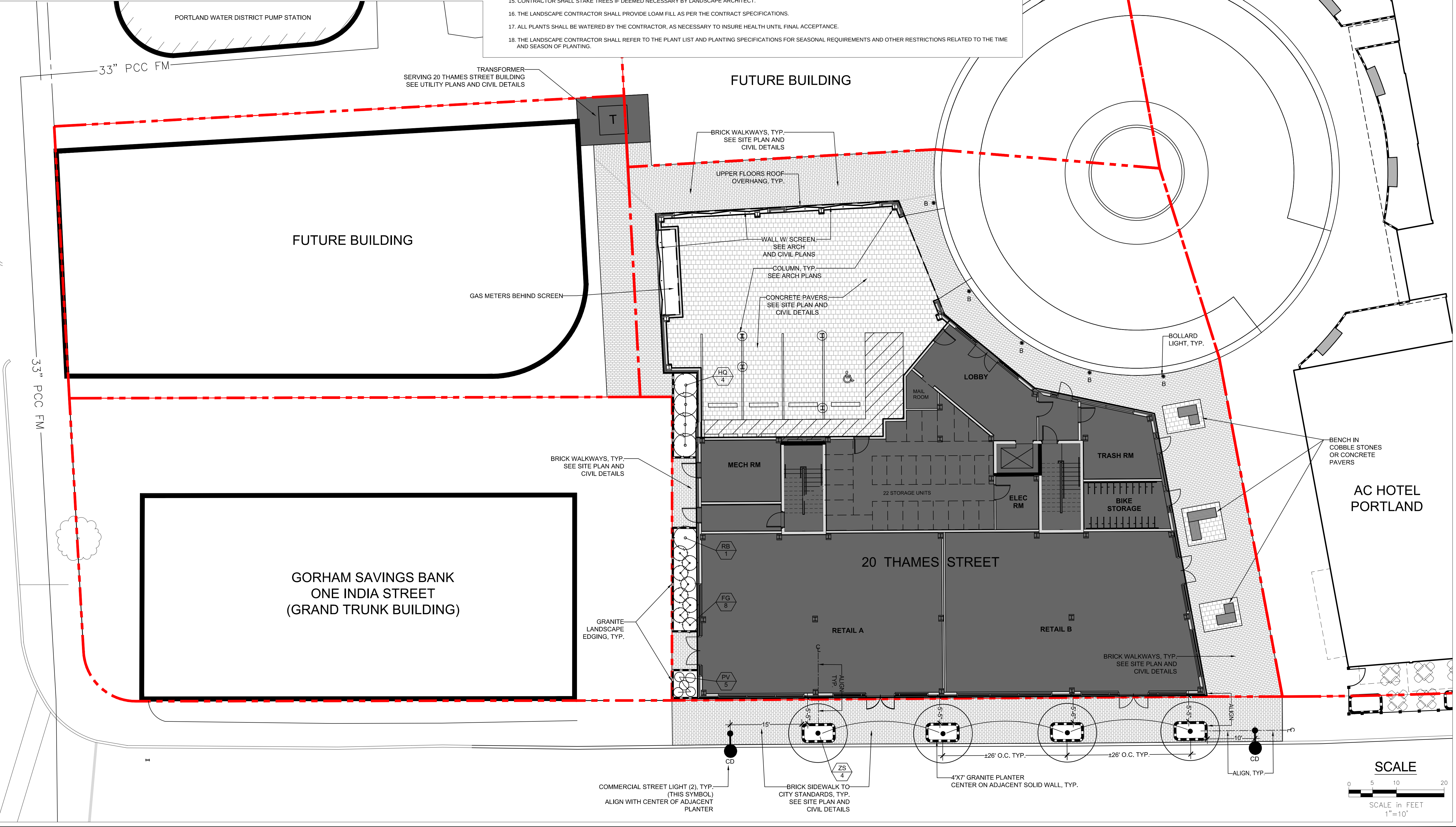
QTY.	SYM.	FIXTURE MODEL + MAKE	LAMP	FIXTURE HT.	POLE
2	CD	COMMERCIAL STREET DISTRICT (DK. GREEN) - HOLOPHANE	250 WATT METAL HALIDE	18'-4"	ROUND TAPERED STEEL
5	B	LIGHT COLUMN BOLLARD (STAINLESS STEEL) - FORMS+SURFACES	17 WATT LED	50" TOTAL HT.	6" DIAMETER

PLANT SCHEDULE

QTY.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
			TREES		
4	ZS	ZELKOVA SERRATA 'MUSASHINO'	ZELKOVA	3" CAL.	B&B / HEAVY
			SHRUBS / PERENNIALS		
8	FG	FOTHERGILLA GARDENII	DWARF BOTTLEBRUSH BUSH	2-2.5' HT.	B&B
4	HQ	HYDRANGEA QUERCIFOLIA 'SNOW QUEEN'	OAKLEAF HYDRANGEA	2.5-3' HT	B&B
5	PV	PANICUM VIRGATUM 'HEAVY METAL'	SWITCH GRASS	#3 CONT.	
1	RB	RHODODENDRON 'BOULE-DE-NEIGE'	RHODODENDRON	3-3.5' HT.	B&B / HEAVY

PLANTING NOTES

- CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS OF WATERING AND MAINTENANCE.
- CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITIES SUFFICIENT TO COMPLETE WORK SHOWN ON THE PLAN. ANY DISCREPANCY BETWEEN THE QUANTITIES SHOWN IN THE PLANT SCHEDULE AND THOSE REQUIRED ON THE PLAN SHALL NOT ENTITLE THE CONTRACTOR TO ADDITIONAL REMUNERATION. ANY DISCREPANCIES SHALL BE CLARIFIED WITH THE LANDSCAPE ARCHITECT PRIOR TO ORDERING PLANT MATERIAL.
- ALL MATERIALS SHALL CONFORM TO SPECIFICATIONS OF THE AMERICAN STANDARDS FOR NURSERY STOCK (LATEST EDITION) AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS THE ORIGINAL GRADES BEFORE DIGGING.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE (1) FULL YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
- ALL PLANT MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AT THE NURSERY AND AT THE SITE.
- ALL PLANT BEDS SHALL MEET MINIMUM TOPSOIL REQUIREMENTS (SEE SPECIFICATIONS).
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRUBBING, BED PREPARATION, AND FINISH GRADING HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT BEDS AND TREE WELLS SHALL HAVE A MINIMUM OF 3" OF UNIFORMLY DISTRIBUTED, DARK, SHREDDED BARK MULCH.
- CONTRACTOR SHALL SUBMIT SOIL SAMPLE AND TEST OF TOPSOIL TO LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SOIL ADMIXTURE SHALL BE ADDED TO EXISTING SOIL (BY CONTRACTOR) IF DEEMED NECESSARY BY SOIL TEST RESULTS.
- ROUGH GRADING AND BED PREPARATION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANT INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO REQUIRED SITE VISIT.
- ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. ALL ROOT WRAPPING AND CONTAINER MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING.
- ALL BROAD LEAF EVERGREEN PLANTS SHALL BE SPRAYED WITH AN ANTI-DESSICANT AT THE BEGINNING OF THEIR FIRST WINTER.
- ALL PLANTS SHALL BE INSTALLED AS PER DETAILS AND THE CONTRACT SPECIFICATIONS. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- CONTRACTOR SHALL STAKE TREES IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE LOAM FILL AS PER THE CONTRACT SPECIFICATIONS.
- ALL PLANTS SHALL BE WATERED BY THE CONTRACTOR, AS NECESSARY TO INSURE HEALTH UNTIL FINAL ACCEPTANCE.
- THE LANDSCAPE CONTRACTOR SHALL REFER TO THE PLANT LIST AND PLANTING SPECIFICATIONS FOR SEASONAL REQUIREMENTS AND OTHER RESTRICTIONS RELATED TO THE TIME AND SEASON OF PLANTING.

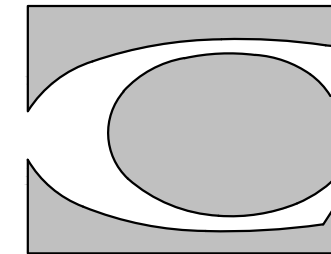
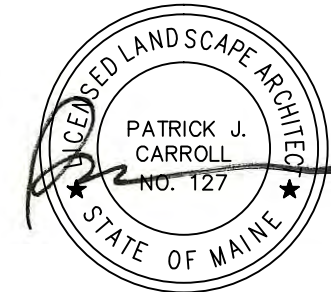


20 THAMES STREET
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CARROLL ASSOCIATES
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LANDSCAPE
AND LIGHTING
PLAN

2	FINAL CITY SUBMISSION	06.0917
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1	CITY SUBMISSION	03.09.17
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No.	Revision/Issue	Date
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Design by:	MAP/PC	Checked by:	PC
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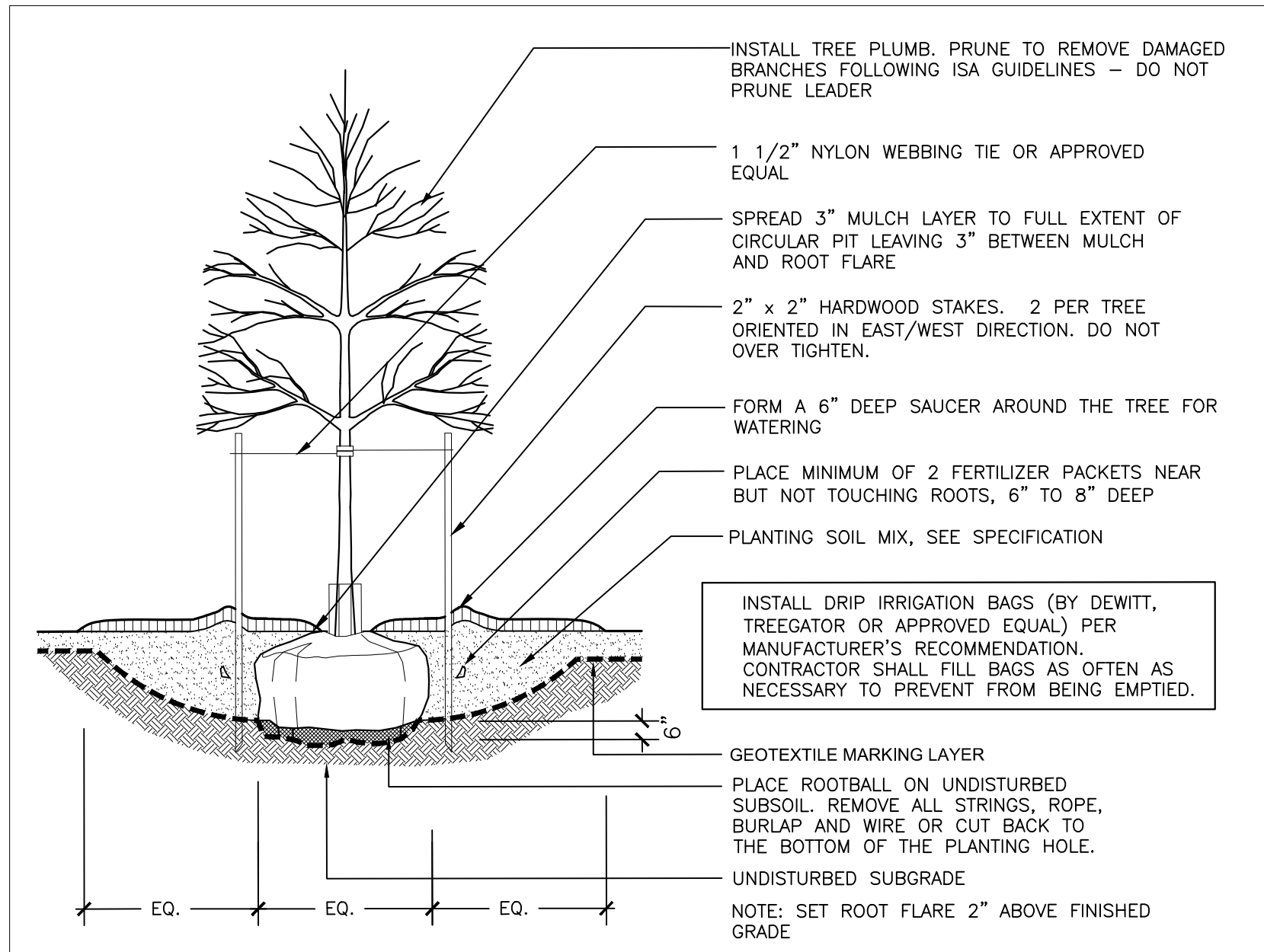
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Project:		Date:	MARCH 1, 2016
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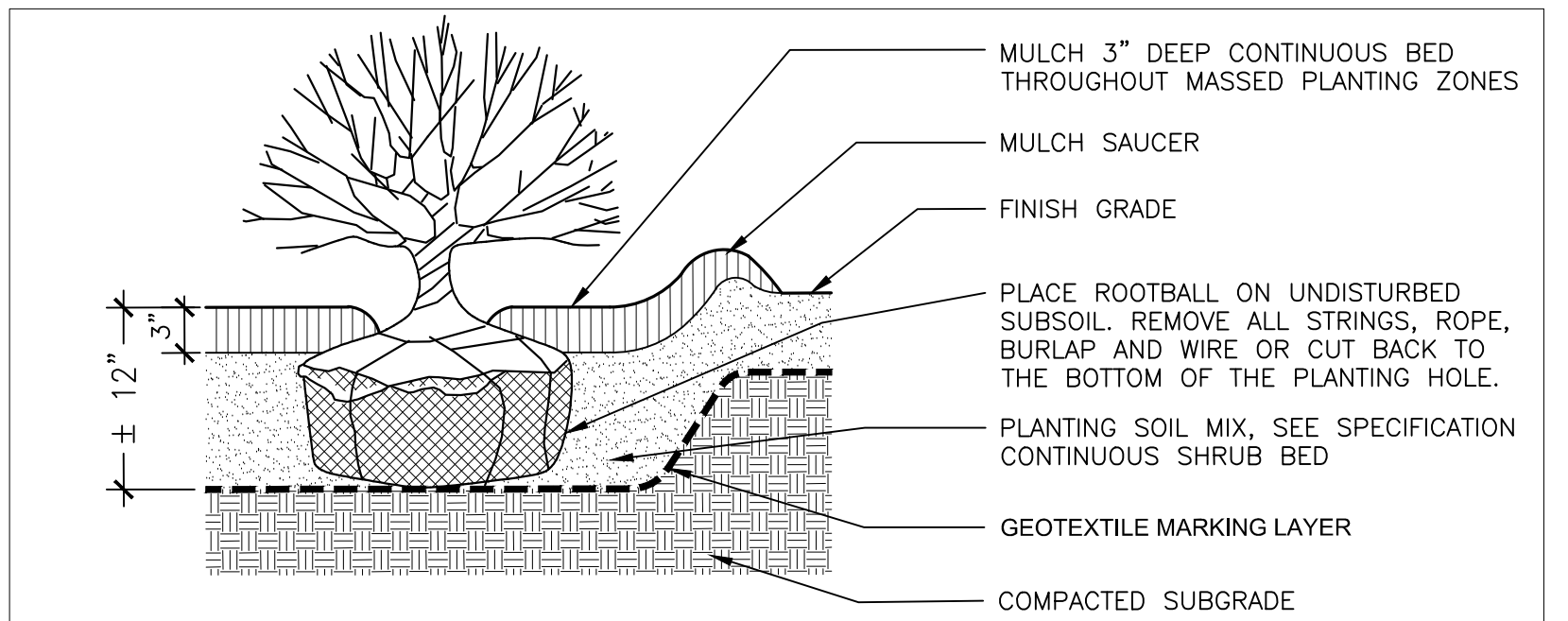
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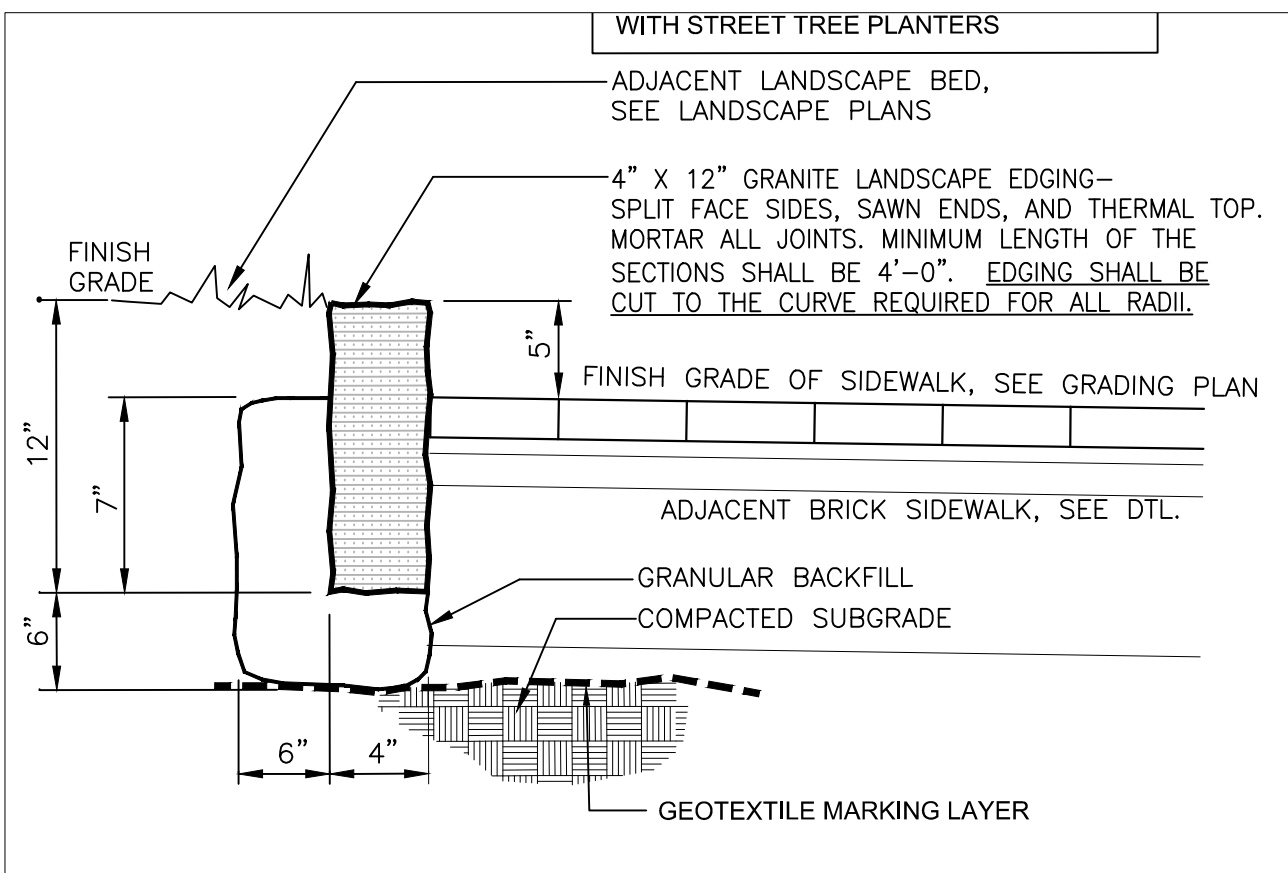
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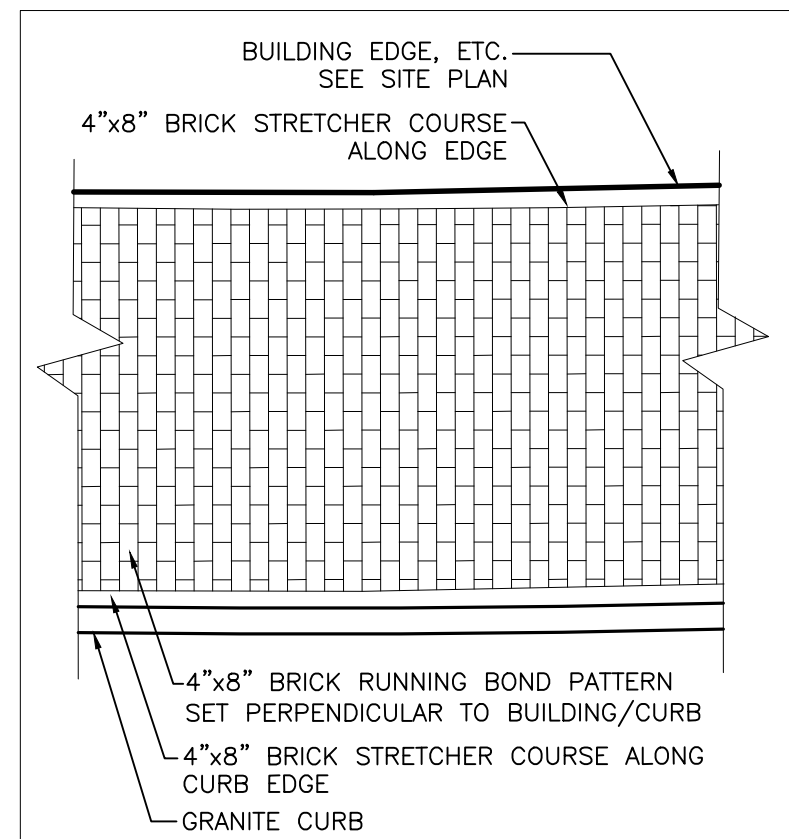
1 TYPICAL TREE PLANTING



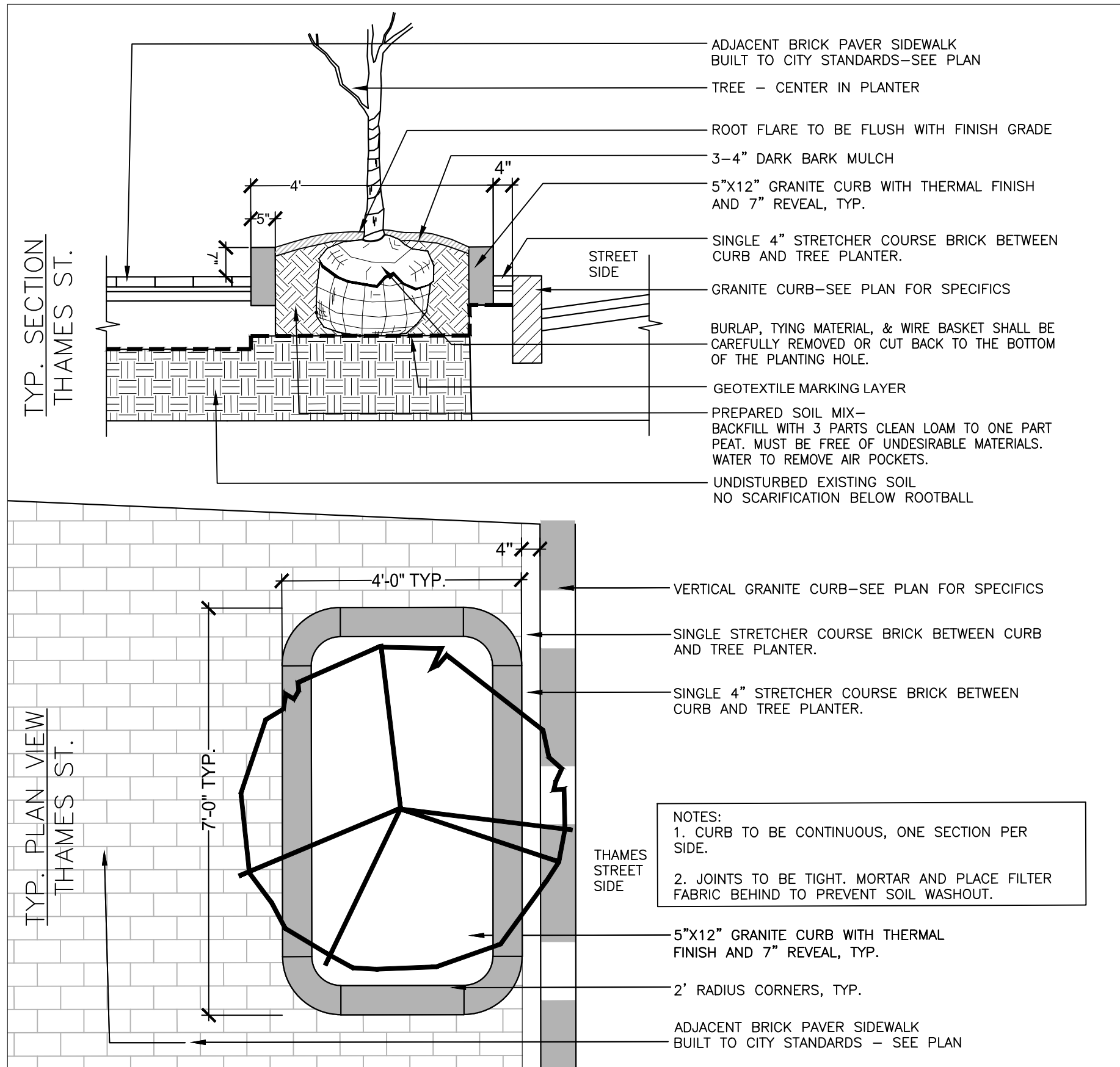
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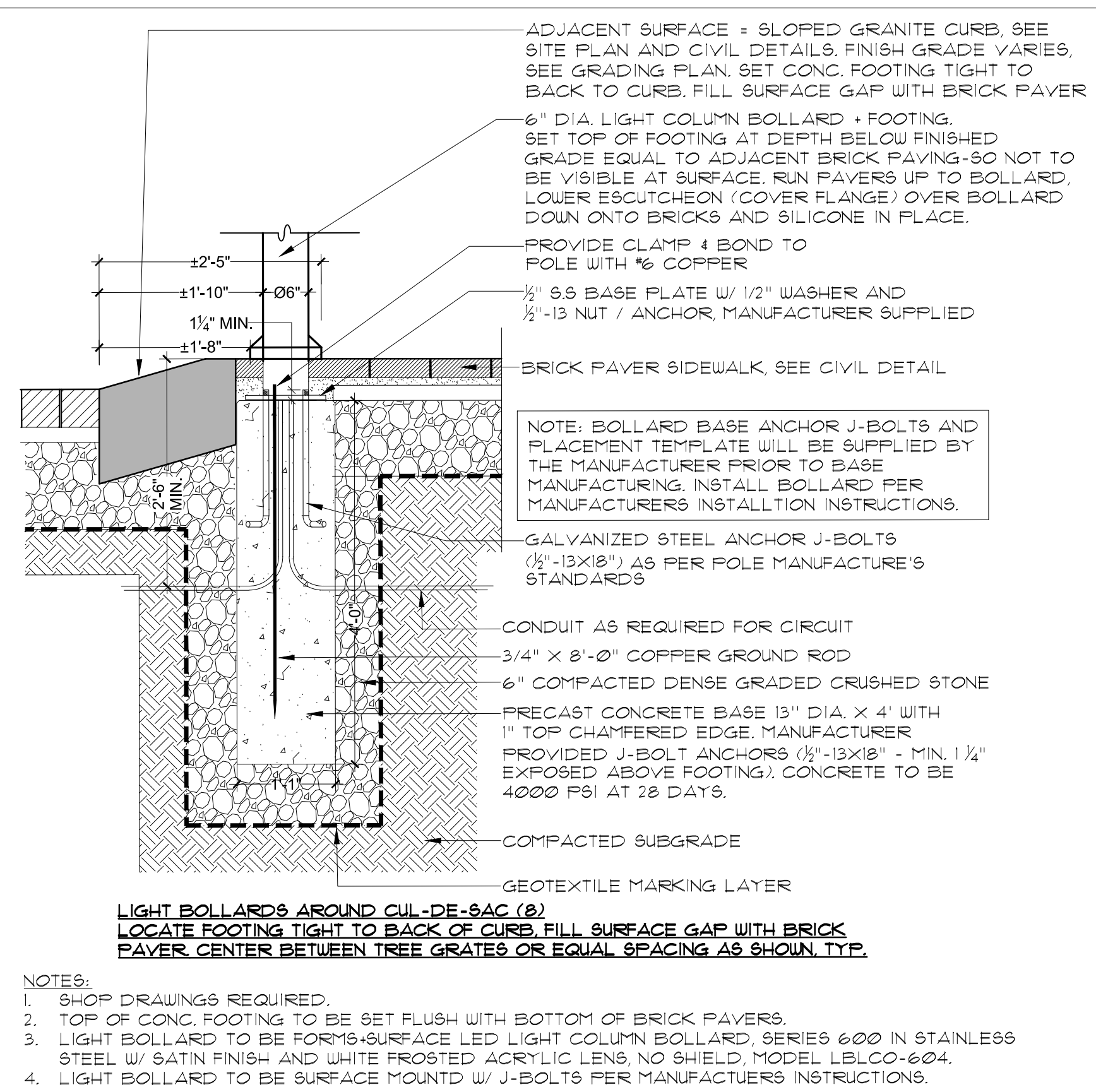
3 GRANITE LANDSCAPE EDGING



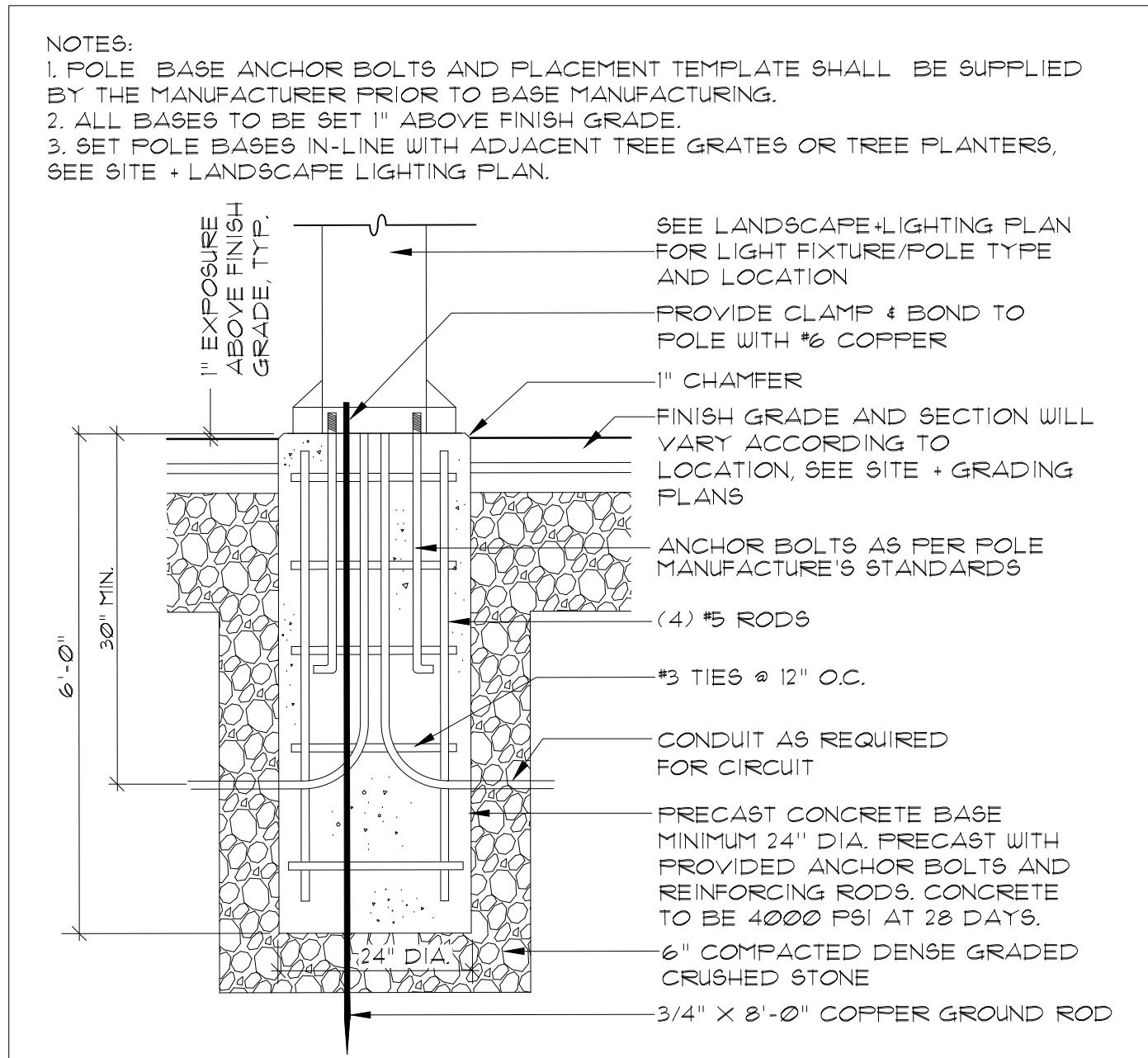
4 TYPICAL BRICK SIDEWALK PAVING PATTERN (IN R.O.W.)



5 GRANITE TREE PLANTER AND PLANTING DETAIL



6 LIGHT BOLLARD + BASE

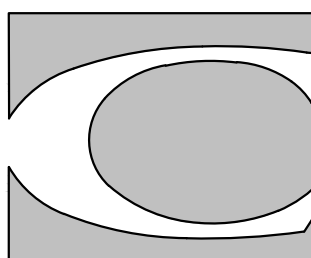
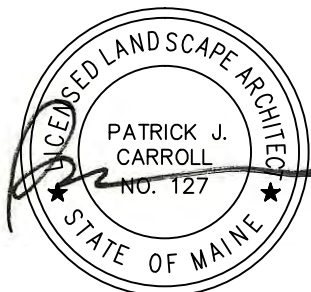


7 LIGHT POLE BASE

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**LANDSCAPE
DETAILS**

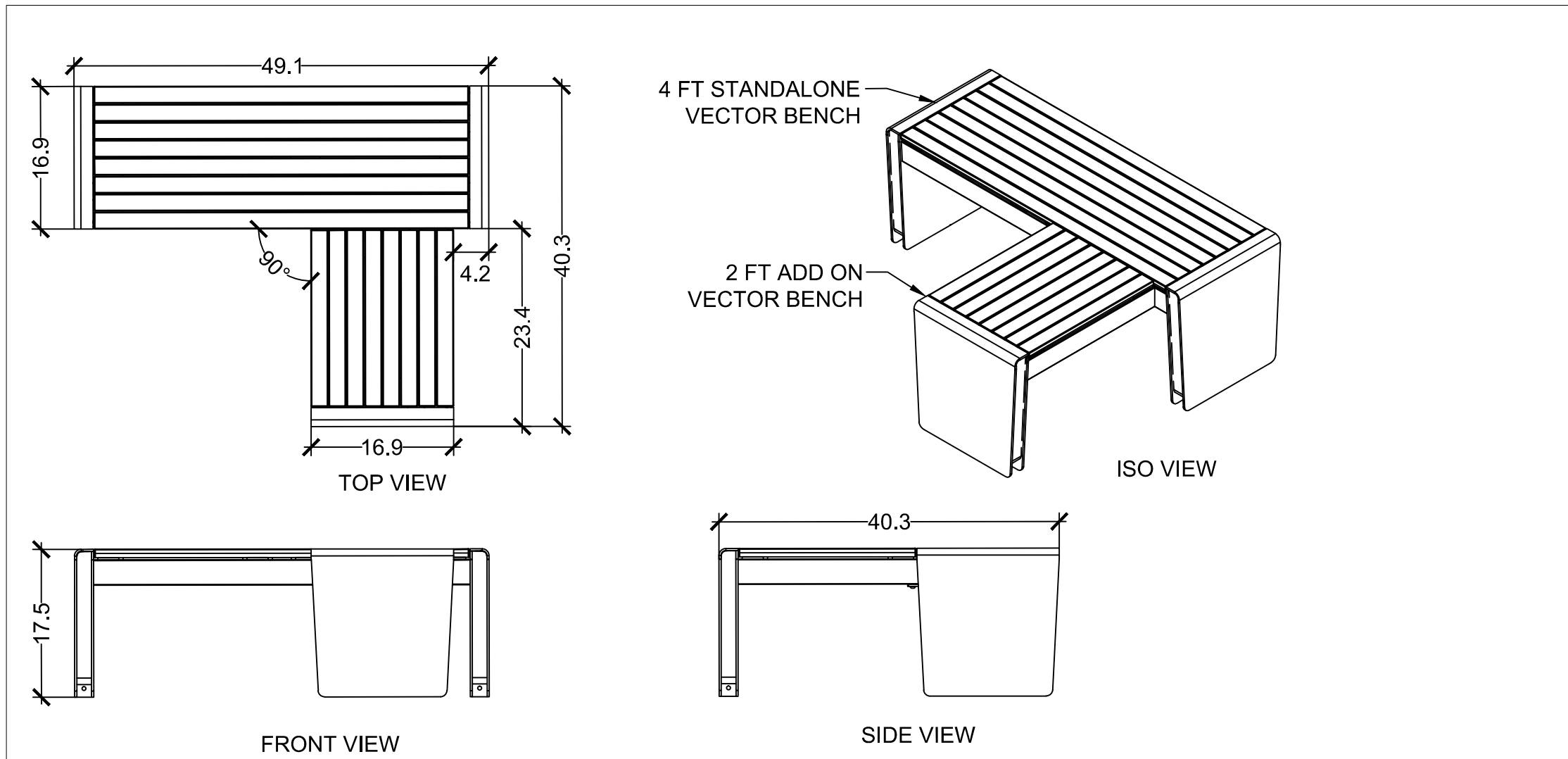
2	FINAL CITY SUBMISSION	06.09.17
1	CITY SUBMISSION	03.09.17

No.	Revision/Issue	Date
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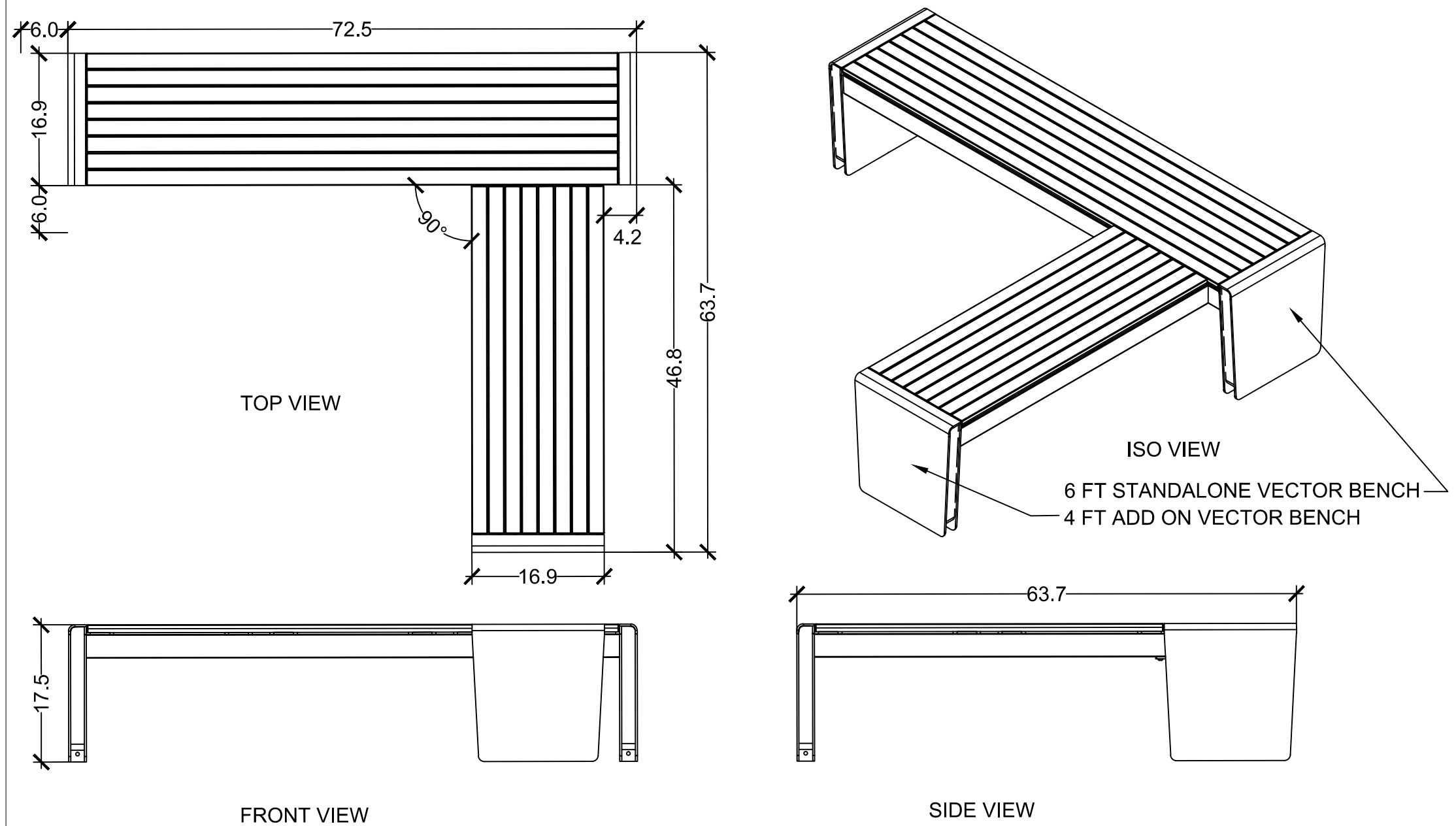
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Drawn by:	MAP	Approved by:	PC

Project:	Date:
	MARCH 1, 2016

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L2.0
Sheet 12 of 23

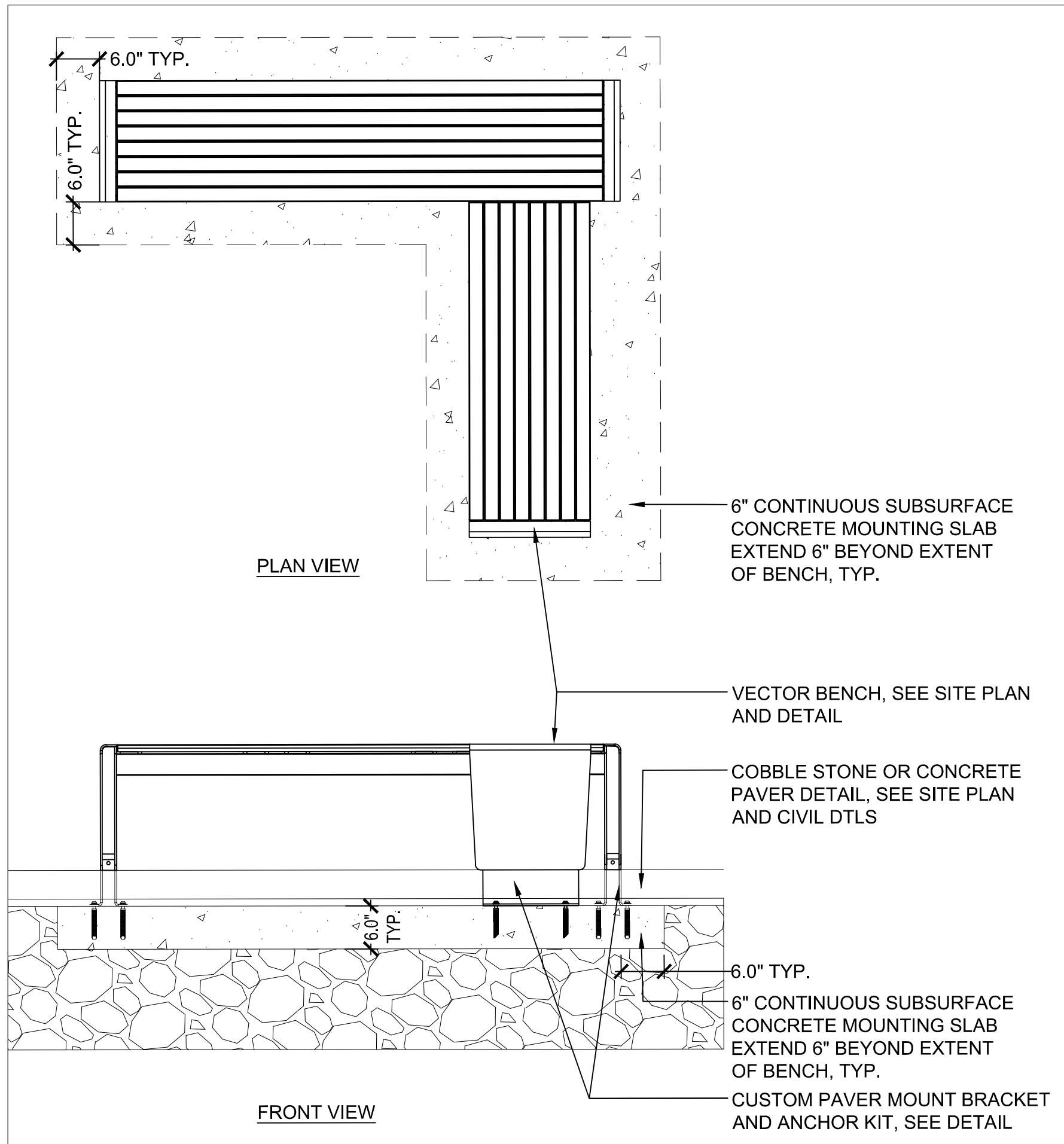
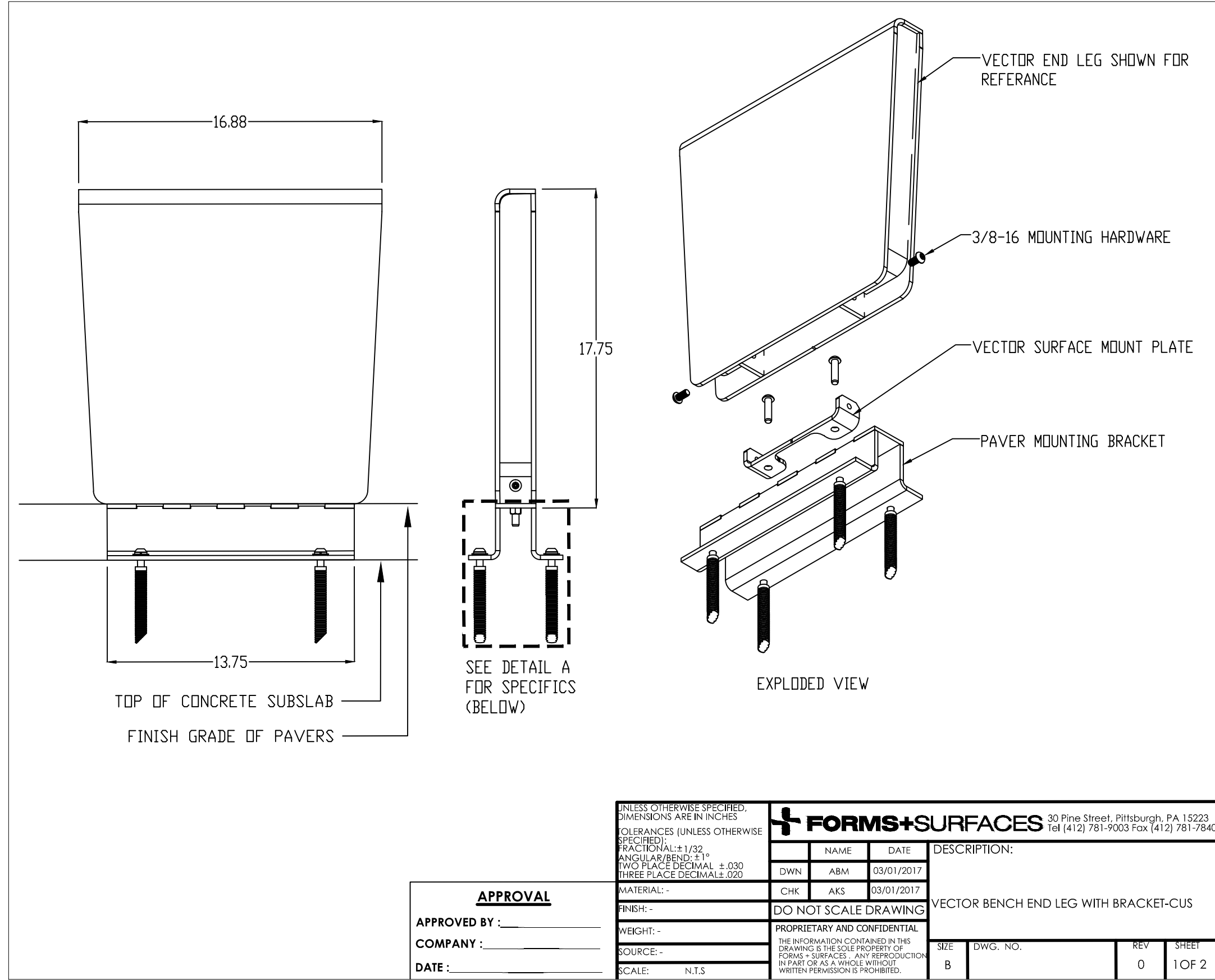


UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES						
TOLERANCES (UNLESS OTHERWISE SPECIFIED):						
FRACTIONAL: ± 1/32						
ANGULAR/BEND: ± 1°						
TWO PLACE DECIMAL ± .030						
THREE PLACE DECIMAL ± .020						
MATERIAL: - JATOBA/AL	CHK					
FINISH: - OIL/PC	DO NOT SCALE DRAWING					
WEIGHT: -	PROPRIETARY AND CONFIDENTIAL					
SOURCE: -	THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FORMS + SURFACES. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT WRITTEN PERMISSION IS PROHIBITED.					
SCALE: N.T.S				SIZE	DWG. NO.	REV SHEET
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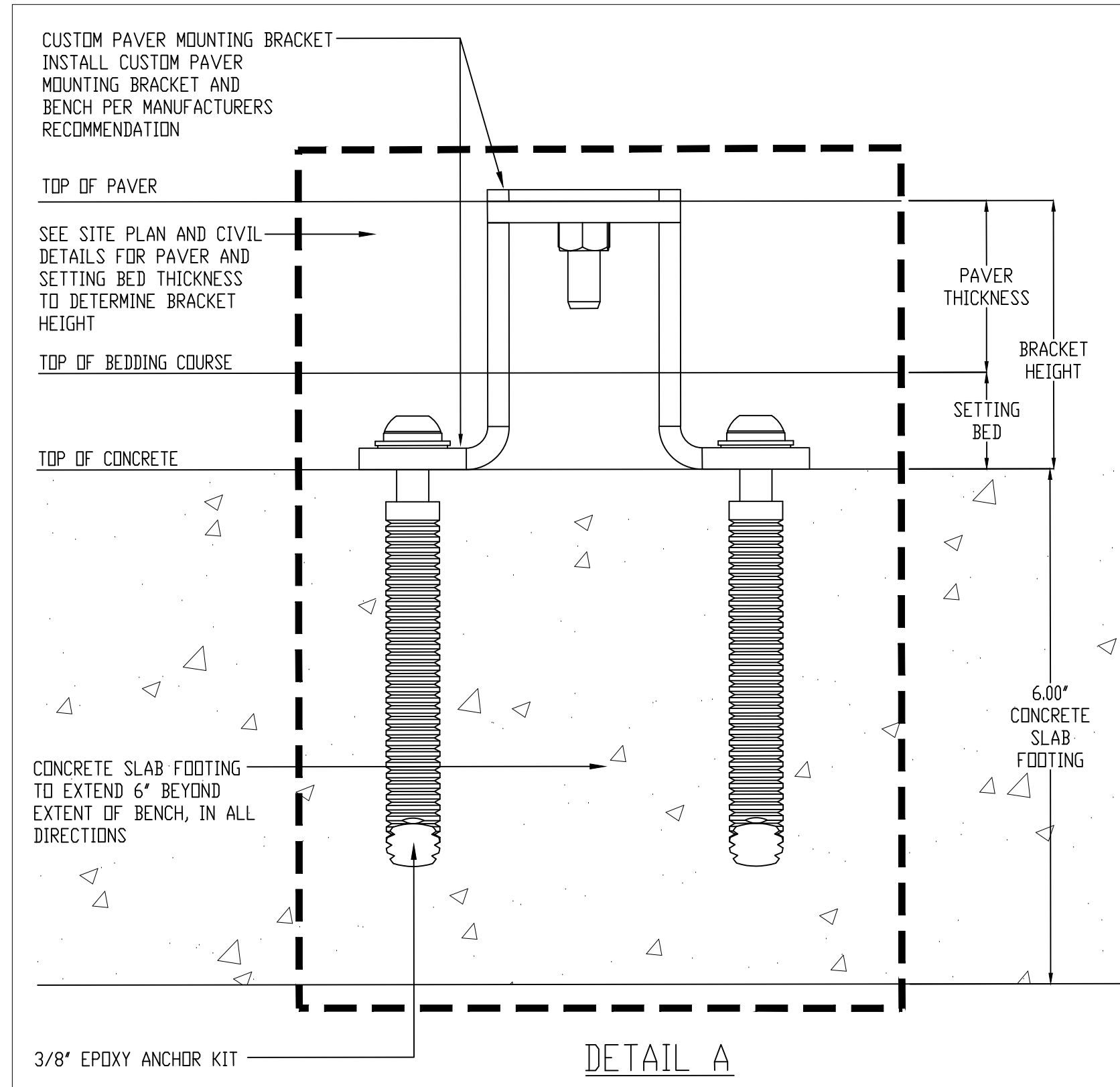


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				B		0 1 OF 1

1 BENCH



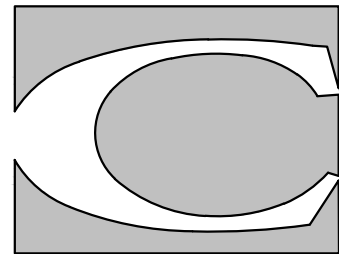
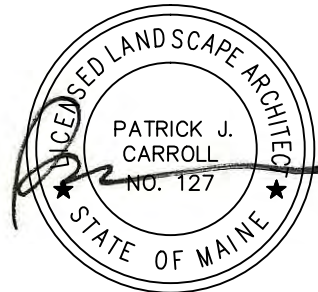
2 BENCH ATTACHMENT



Project:
**20 THAMES STREET
RESIDENTIAL
CONDOMINIUM**
20 THAMES STREET
PORTLAND, MAINE

Owner:
**PORTLAND NORWICH
ACQUISITION, LLC**
P.O. BOX 1383
SANIBEL, FL 33957

Applicant:
**ESSEXNORTH
PORTLAND LLC**
P.O. BOX 394
TOPSFIELD, MA 01983



CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS
217 COMMERCIAL STREET, SUITE 200
PORTLAND, MAINE 04101
207.772.1552

RANSOM
Consulting
Engineers
and Scientists

400 Commercial Street, Suite 404
Portland, ME 04101
Tel. (207) 772-2891
Fax (207) 772-3248
www.ransomenv.com

**LANDSCAPE
DETAILS**

2	FINAL CITY SUBMISSION	06.09.17
1	CITY SUBMISSION	03.09.17
No.	Revision/Issue	Date
Design by:	MAP/PC	Checked by: PC
Drawn by:	MAP	Approved by: PC
Project:		Date: MARCH 1, 2016
Sheet No:		

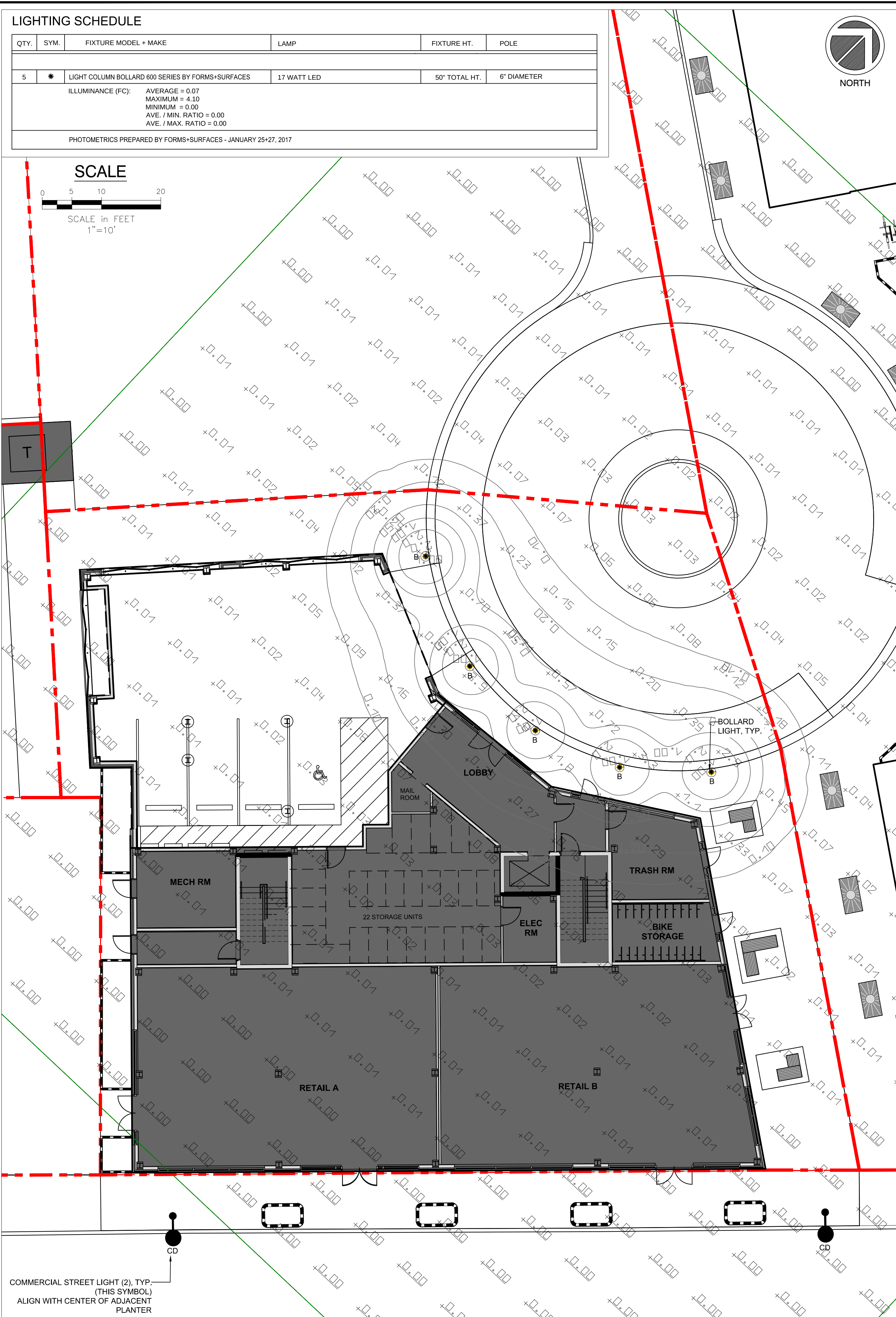
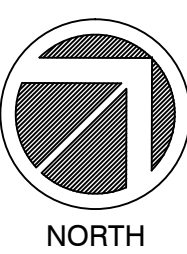
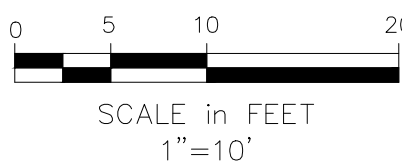
L2.1

Sheet 13 of 23

LIGHTING SCHEDULE

QTY.	SYM.	FIXTURE MODEL + MAKE	LAMP	FIXTURE HT.	POLE
5	*	LIGHT COLUMN BOLLARD 600 SERIES BY FORMS+SURFACES	17 WATT LED	50" TOTAL HT.	6" DIAMETER
ILLUMINANCE (FC): AVERAGE = 0.07 MAXIMUM = 4.10 MINIMUM = 0.00 AVE. / MIN. RATIO = 0.00 AVE. / MAX. RATIO = 0.00					
PHOTOMETRICS PREPARED BY FORMS+SURFACES - JANUARY 25+27, 2017					

SCALE



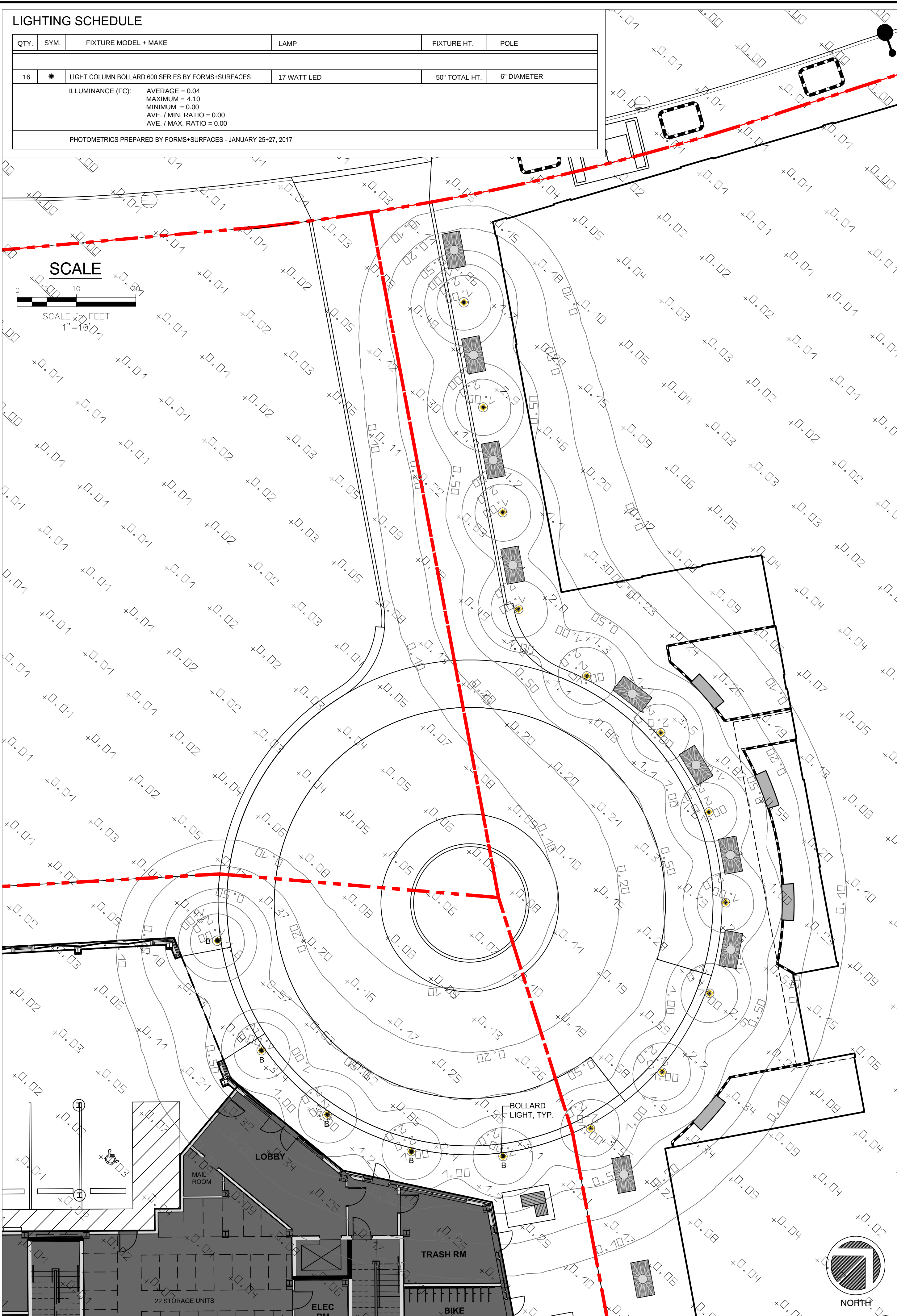
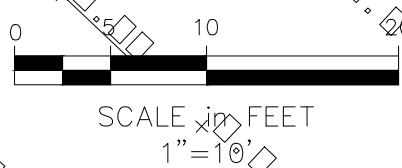
COMMERCIAL STREET LIGHT (2), TYP.
(THIS SYMBOL)
ALIGN WITH CENTER OF ADJACENT
PLANTER

1 20 THAMES STREET INTERNAL PHOTOMETRIC PLAN

LIGHTING SCHEDULE

QTY.	SYM.	FIXTURE MODEL + MAKE	LAMP	FIXTURE HT.	POLE
16	*	LIGHT COLUMN BOLLARD 600 SERIES BY FORMS+SURFACES	17 WATT LED	50" TOTAL HT.	6" DIAMETER
ILLUMINANCE (FC): AVERAGE = 0.04 MAXIMUM = 4.10 MINIMUM = 0.00 AVE. / MIN. RATIO = 0.00 AVE. / MAX. RATIO = 0.00					
PHOTOMETRICS PREPARED BY FORMS+SURFACES - JANUARY 25+27, 2017					

SCALE



2 COMBINED 20 THAMES STREET + AC HOTEL INTERNAL PHOTOMETRIC PLAN

Project:
20 THAMES STREET
RESIDENTIAL
CONDOMINIUM

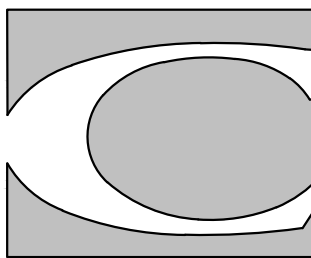
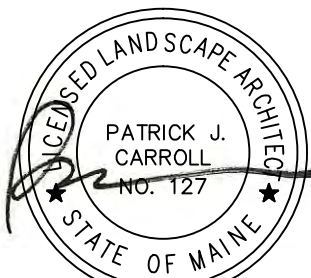
20 THAMES STREET
PORTLAND, MAINE

Owner:

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SANIBEL, FL 33957

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PHOTOMETRIC
PLAN

2	FINAL CITY SUBMISSION	06.09.17
1	CITY SUBMISSION	03.09.17
No.	Revision/Issue	Date
Design by:	MAP/PC	Checked by: PC
Drawn by:	MAP	Approved by: PC
Project:		Date: MARCH 1, 2016
Sheet No:	L3.0	