PLANNING BOARD

Tuesday, April 25, 2023 at 3:00 PM
(This meeting will begin with an in-person site walk at 3:00 pm, followed by a zoom meeting to include a 4:30 pm workshop and a 6:00 pm public hearing)

MEMBERS
Brandon Mazer, Chair
Justin Barker, Vice Chair
Marpheen Chann
Sean Murphy
David Silk
Austin Smith
Maggie Stanley

REMOTE ACCESS INFORMATION:
The Planning Board will conduct this meeting remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Planning Board. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the Agenda Center following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

You are invited to a Zoom webinar.
When: Apr 25, 2023 04:30 PM Eastern Time (US and Canada)
Topic: Planning Board Workshop and Public Hearing 4/25/2023

Please click the link below to join the webinar:
https://portlandmaine-gov.zoom.us/j/88502745646
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Dial(for higher quality, dial a number based on your current location):
US: +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623
Webinar ID: 885 0274 5646
International numbers available: https://portlandmaine-gov.zoom.us/u/kgqLG60eU

PUBLIC COMMENT INFORMATION:
To submit written public comment on an agenda item, email planningboard@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Planning Board meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the name of the agenda item (see below).

Please note that the placement of items on this agenda are subject to change – please check the Agenda Center prior to the meeting for the item start time.

AGENDA:

1. SITE WALK - 3:00 PM

i. Site Walk for the West Bayside Master Development Plan; 196 Lancaster Street (West Bayside Master Development Plan); West Bayside Partners, LLC, Applicant. The Planning Board will hold an in-person site walk of the West Bayside Master Development Plan site, which includes areas of Cumberland Avenue, Preble Street, Oxford Street, Elm Street, and Lancaster Street. The site walk will begin at the corner of Chestnut Street and Lancaster Street. A project and

plan summary are available for viewing on the city's CSS Portal (https://css.portlandmaine.gov/) by referencing Plan Number PL-002315-2022.

2. WORKSHOP - 4:30 PM

i. Master Development Plan; 196 Lancaster Street (West Bayside Master Development Plan); West Bayside Partners, LLC, Applicant. The Planning Board will hold a remote workshop to consider a Master Development Plan proposal to develop 13 parcels across 7 City blocks in Portland's West Bayside neighborhood. The development will consist of 7 new buildings constructed over 5 phases, including 804 residential units (201 affordable and 603 market rate units), 28,500 square feet of new commercial space, and a new open space in the form of a linear park/woonerf/shared street along Lancaster Street between Elm Street and Preble Street. The subject property totals approximately 8.97 acres and is located within the B-3 Downtown Business Zone, the B-7 Mixed Development Zone, and the R-6 Residential Zone, and is further within the DEOZ Downtown Entertainment Overlay Zone. A project and plan summary are available for viewing on the city's CSS Portal (https://css.portlandmaine.gov/) by referencing Plan Number PL-002315-2022.

3. PUBLIC HEARING - 6:00 PM

4. ROLL CALL AND DECLARATION OF QUORUM

5. COMMUNICATION AND REPORTS

6. REPORT OF ATTENDANCE AT THE MEETING HELD ON APRIL 11, 2023

Attendance will be added as soon as it is finalized.

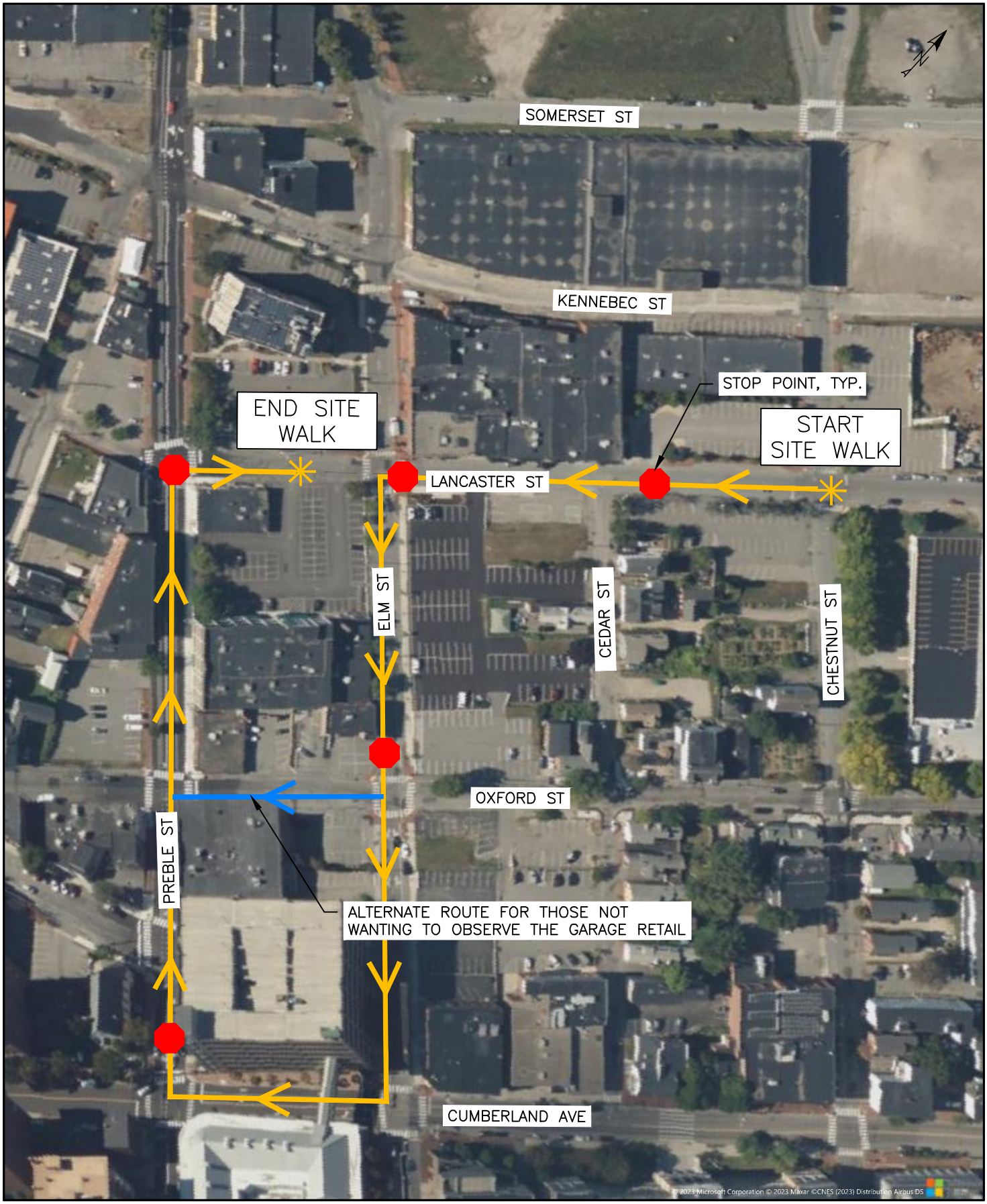
7. REPORTS OF DECISIONS AT THE MEETING HELD ON APRIL 11, 2023

i. Decisions will be added as soon as they are finalized.

8. NEW BUSINESS

i. Planning Board Rules and Procedures. The Planning Board will hold a remote public hearing to consider the adoption of a revised remote participation policy for the Planning Board to permit hybrid meetings of the Planning Board.

ii. Major Site Plan Amendment; 57 Douglass Street; Maine Cooperative Housing Development Partners, Applicant. The Planning Board will hold a remote public hearing to consider an amendment to PL-001888-2021, approved by the Planning Board on May 24, 2022, to revise the design of the two-story residential buildings along the westerly property boundary, increase residential unit count from 120 units to 125 units, and create a new outdoor space and walking path. The subject property totals 3.35 acres, and is zoned R-5A Residential. A project and plan summary are available for viewing on the city's CSS Portal (https://css.portlandmaine.gov/) by referencing Plan Number PL-002271-2022.



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DRAWING NO.
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FILE:	1192.1_CIVIL
DATE:	4/12/23
JN:	1192.1
SCALE:	1"=150'
DESIGN BY:	MKT
DRAWN BY:	MKT
CHECKED BY:	WHS

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PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
PLANNING BOARD SITE WALK MAP

PROJECT NAME:
WEST BAYSIDE MASTER PLAN

CLIENT:
WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ISSUED FOR	BY	DATE
DRAFT	MKT	4/14/23

REV. DATE

Memorandum
Planning and Urban Development Department

To: Chair Stanley & Members of the Planning Board
From: Zach Powell, Senior Planner
Date: April 21, 2023
Re: Bayside Master Development Plan
Project ID: PL-002315-2022
CBLs: 033 M004001, 033 M001001, 033 M012001, 033 G002001, 033 G003001, 033 E003001, 033 E002001, 033 E001001, 025 F001001, 025 D009001, 033 H018001, 033 H009001, 033 H006001
Meeting Date: April 25, 2023

I. INTRODUCTION



Figure 1: Rendering of 195 and 196 Lancaster Street with proposed linear park and woonerf.

West Bayside Partners, LLC and Port Property Management have submitted an application for a Master Development Plan (MDP) to facilitate a phased development spanning multiple blocks in the Bayside Neighborhood that includes the demolition of four buildings, partial demolition of the northern portion of 185 Lancaster, approximately 1,256 square feet of ground-floor retail at 315 Cumberland Avenue, and construction of seven new mixed-use buildings totaling approximately 620,179 square feet with 804 total dwelling units and approximately 28,944 square feet of commercial space. This application is being referred to the Planning Board for compliance with the City of Portland's Land Use Code, Master Development Plan Standards, §14.7.

The March 14, 2023 Planning Board Workshop served as the first workshop on the MDP, providing an overview of the application, site layout, and building design. The purpose of the April 25, 2023 workshop is to discuss updates from the March 14 Workshop and identify any additional materials or revisions that may be required for this application to comply with the City's MDP standards.

The Planning and Urban Development Department mailed 107 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the April 15th and April 18th editions of the *Portland Press Herald*.

Applicant: Mike Barton, Port Property Management
Consultants: Will Savage and Mike Triglione, Acorn Engineering

II. REQUIRED REVIEWS

Review	Applicable Standards
Master Development Plan (MDP)	§14.7 of the Land Use Code
Submitted Waiver Requests	**Applicable Standard**
§7.3 – Table 7-E: Mixed-Use Zone Dimensional Standards – to vary the front setback on Lancaster Street for the proposed 196 Lancaster Street	§7.3 – The maximum permitted front setback from all street frontages in the B-3 zone is 5 feet. §7.5.5.F.4 allows the Planning Board to set a different setback to comply with design standards.
Technical Manual § 1 – Figure I-12 – Flush curbing along Lancaster Street between Preble & Elm Street	Technical Manual §1 – Figure I-12 – 7" reveal required

Waiver Requests for Future Site Plan Applications

As mentioned above, the applicant has submitted a waiver request to have an expanded front setback for Phase 1a on Lancaster Street of 30 feet to facilitate the development of a public plaza, with the review of expanded setbacks subject to the B-3 design review standards of §(b)(1)(e)(2) of the Design Manual, which authorizes the Planning Board to grant this modification. A similar waiver request will be required to be submitted for the Lancaster frontage of 89 Elm Street as part of the site plan review.

The second waiver proposes a flush curb as part of the associated woonerf being requested on Lancaster Street between Elm and Preble Streets, when a 7" reveal for granite curbing is required. Implementation of woonerfs are subject to review and approval by the Department of Public Works.

III. PROJECT DATA

Overall MDP	*Existing*	*Proposed*	*Net Change (Net Change from March 14 Workshop in Parentheses)*
Building Footprint	139,541 SF	198,257 SF	+58,716 SF **(+1,864 SF)**
Building Floor Area	475,939 SF	1,060,868 SF	+584,929 SF **(+2,272 SF)**
Dwelling Units	55 Market-Rate	859 (658 Market-Rate; 201 Affordable at 60% Area Median Income)	+804 units (603 Market-Rate Units; 201 Affordable) **(No Change)**
Parking Spaces	1,090 spaces	681 spaces	-409 spaces **(-40 spaces)**
Curb Cuts	22	9	-13 **(-1 Curb Cut)**

IV. MARCH 14, 2023 WORKSHOP

Prior to the March 14th workshop, staff had requested additional information related to the overall design approach for the MDP, including how different streets & intersections informed building designs and programming. Staff also sought more information on the applicant's approach in developing a cohesive and unifying open space program for the MDP, with recommendations that the applicant consider strategies to better connect the development area with existing nearby off-site open spaces.

Overall, the Planning Board was generally supportive of the conceptual MDP layout, the proposed program of uses, the redevelopment of large existing surface parking lots, and the focus on Lancaster Street as a

prominent new focal point within the Bayside Neighborhood. While much of the feedback was positive, the Board did encourage the applicant to consider the following suggestions as part of subsequent submissions:

- Provide additional green space designed with solar exposure in mind
- Enhance pedestrian network, and provide mid-block permeability, particularly at 89 Elm Street.
- Building and site design for 89 Elm Street in relationship to the built context along Cedar Street
- Provide additional information on the proposed woonerf such as phasing, programming, and possible extension further along Lancaster Street.
- Distribute IZ units across proposed buildings as opposed to concentrating all IZ units in 89 Elm Street
- Seeking clear guidance from staff regarding which waivers should be voted on during future site plan applications and which should be applied and voted on as part of the MDP application.

V. UPDATED MASTER DEVELOPMENT PLAN PROGRAM

As further described in the March 14th staff report, the proposal is a mixed-use development that retains five existing buildings, that include residential, commercial, and institutional uses, and proposes the construction of seven new mixed-use commercial and residential buildings.

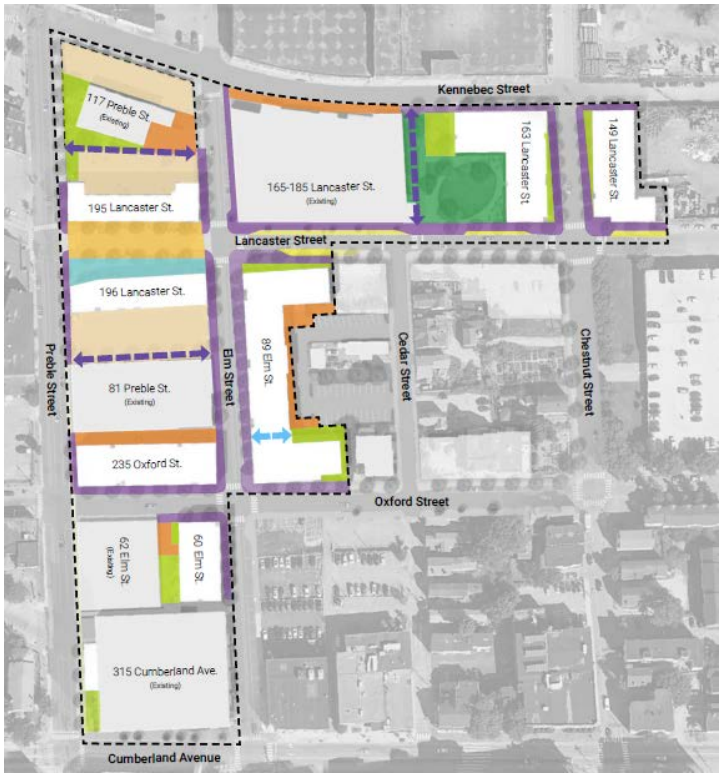


Figure 2: Open Space Plan from MDP Context showing proposed civic plaza in blue, major open space in dark green, and smaller open spaces shown in light green. The proposed Lancaster Street woonerf is identified in orange and pedestrian mid-block crossings are identified with purple arrows.

Following the first workshop, the applicant resubmitted updated application materials that address a number of the concerns raised at the workshop. Larger changes to the MDP include:

- Reorienting the footprint of the proposed 163 Lancaster Street building to primarily front Kennebec Street, as opposed to Lancaster Street.
- Replacement of the proposed surface parking lot at 163 Lancaster Street with a 14,400 square foot green/open space and enhanced mid-block connection for pedestrians.
- Updating visioning documents to provide additional information on existing and proposed conditions related to the streetscape, anticipated uses/ground floor plans, phasing, and connections to nearby open spaces
- Providing renderings for some of the buildings located along Lancaster Street (Attachment CC).
- Reorganization of the proposed MDP phases to better align with current application submissions.

Square footage for proposed uses has remained relatively the same, with a 1,700 square foot increase in the overall space proposed for retail uses.

The development includes five proposed phases, with a total of eight sub-phases shown in Figure 3. From the March 14 workshop, the ordering and grouping of sub-phases has changed to better reflect the anticipated submission of site plan applications.

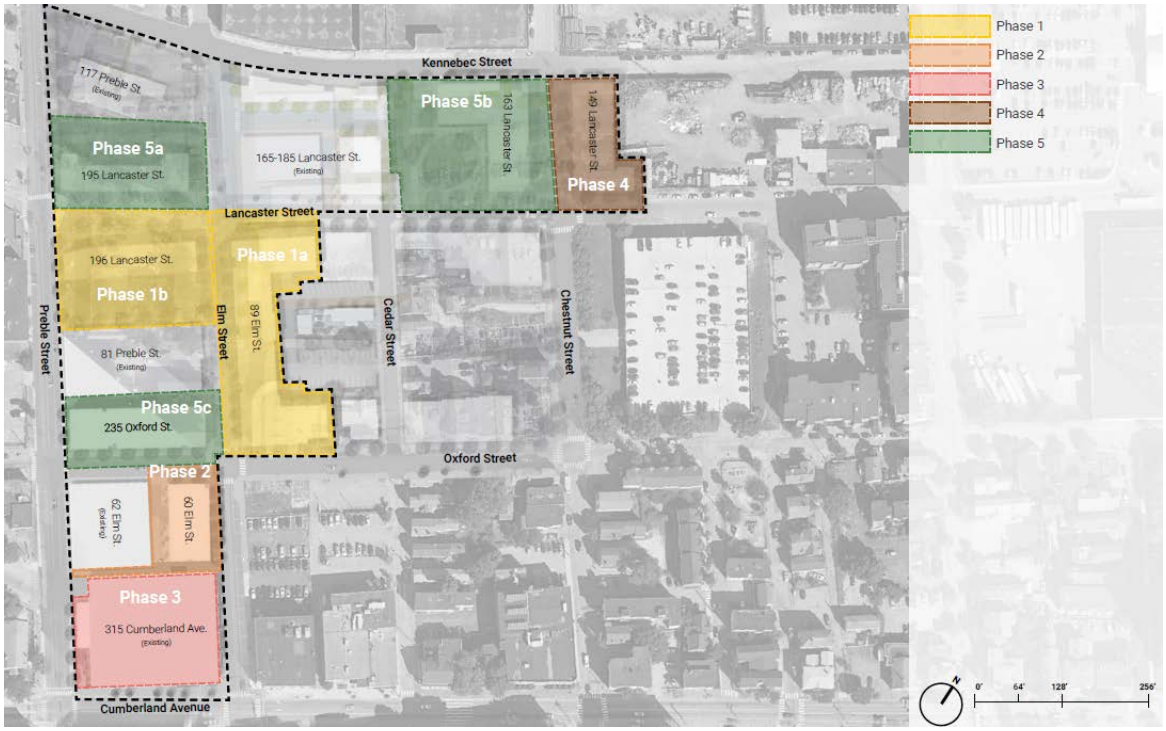


Figure 3: Phasing Plan.

As MDP application materials continue to develop, staff is seeking feedback from departmental reviewers and the Board on what high-level standards/requirements should be incorporated into a phasing plan to clarify the sequence of improvements on-site and in the public rights-of-way. Initial recommendations from staff for content in the phasing plan is to document interim conditions between each sub-phase and identify:

- Anticipated construction staging/storage locations
- Extents of street work and sidewalk replacement
- Where & when open space will be provided, or how connections to existing open space will be enhanced through additional streetscape improvements (e.g., street furniture, wayfinding signage)
- Locations of street tree retention, removal, and new plantings

VI. STAFF REVIEW

A. Master Development Plan Review Standards Section 14.7

§14.7 of the City's Land Use Code establishes standards under which Master Development Plan applications must be reviewed. Per this section, Master Development Plans shall adhere to the following requirements:

In general

a. Integration with the surrounding context. *Designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.*

Staff Comment: The Applicant has provided some renderings for some of the building elevations and is continuing to develop additional renderings to help staff assess conformance and cohesiveness of the design with the surrounding context. Comments on the submitted renderings and design can be found in the MDP Design Standard section of this report.

Consulting Traffic Engineer Tom Errico submitted comments on the MDP and TMP applications before the March 14 meeting, which has been included as Attachment 4. Key requests from this letter include requests for additional information related to the proposed Traffic Movement Permit for Phases 1a-3, assessing impacts to public streets through driveway modifications and the proposed conversion of Oxford Street to a two-way street, and assessment of impacts to parking facilities, including information on existing parking usage and current agreements/leases for use of those facilities. As part of the applicant response letter (Attachment B), the applicant team states that the requested materials will be provided as part of a future submission that will likely correspond with updates based on feedback from the upcoming May TMP scoping meeting. As mentioned in Table 2, more recent traffic counts and assessments of impacts to the level of service of streets will need to be provided as part of the MDP review.

b. Consistency with City Plans. *Consistent with the objectives of this ordinance, consistent with the City's Comprehensive Plan, and consistent with City Council-approved master plans and facility plans for off-premise infrastructure.*

Staff Comment: Please see the City's March 14th memo related to this application for a full discussion of this application's consistency with Portland's Plan 2030 and other City approved Master Plans.

Natural features and open space

a. Developed so as to locate buildings and improvements in a manner that considers existing topography, provides usable open space, preserves significant natural features as defined in Subsection 14.6.2, and preserves existing trees to the maximum extent possible.

Staff Comment: The MDP includes a significant change in elevation (17') from Lancaster Street to Oxford Street, which the applicant has addressed by providing entrances for Phase 1a (89 Elm Street) at the Lancaster and Oxford Street frontages, as well as mid-block along Elm Street. Given this elevation change, the massing of the Phase 1a building may seem larger than a level development site. As part of the review of the MDP and the upcoming site plan review, a discussion of the design of this building at street level, the transition from the B-3 to the R-6 zone, and the building tops will help to more fully address this review standard.

City staff has facilitated coordination between the applicant and the Forestry Division to ensure that the proposed MDP landscaping aligns with the work of the Canopy Project and determine what existing plantings should be preserved. As part of assessing the preservation of existing street trees at final build-out, staff is requesting an updated landscaping plan identifying which trees will be preserved.

Two larger open spaces have been proposed (A public plaza (4,000 square feet) and a green open space on Lancaster Street (14,400 square feet), with smaller pockets of landscaping throughout the MDP totaling 15,700 square feet.

As proposed open space is not provided on each proposed development site and is primarily located along Lancaster Street, with more traditional streetscape improvements in the portions of the MDP north of Preble Street. The project serves as an opportunity to enhance connections to the Bayside Trail as well, which necessitates a further discussion on the relationship of phasing, location of open space, and prioritization on what types of open space are implemented in each area of the MDP. Other appropriate open space improvements for this neighborhood context are still being discussed with City staff and the applicant.

b. Include provisions for the ownership and maintenance of usable open space as appropriate.

Staff Comment: The applicant has proposed two larger open spaces along Lancaster Street (A woonerf between Elm and Preble Streets, accompanied by a public plaza, and a green open space at 163 Lancaster Street. §1.2.2. of the Technical Manual states that curbless "shared streets" (i.e., woonerfs) shall be considered on a case-by-case basis after consideration of context, design, and maintenance, subject to the review of the Department of Public Works (DPW).

There is an active dialogue between the applicant team and DPW regarding the woonerf, and the applicant will be submitting additional information related to the proposed design, materials, maintenance schedule, and phasing of construction.

The second larger green open space is proposed at 163 Lancaster Street, showing grass lawns and opportunities for outdoor seating associated with ground-floor retail in the new building. The space is not currently programmed for any particular use to allow for the property management to respond to the recreational needs of residents and current trends.

Some smaller landscaped areas in the eastern and western portions of the MDP are shown as well, primarily along building frontages and adjacent to ground-floor commercial uses.

As submitted now, all properties are proposed to be managed under Port Properties. Confirmation and clarification of anticipated maintenance entities and scheduling into the MDP phasing plan and future site plan applications will help promote the usability of the open spaces.

Outside of the MDP boundary, the applicant is working with the Bayside Neighborhood Association to formalize an agreement for the community garden at 82 Chestnut Street.

Historic Preservation

a. Developed as so to conform with standards for designated landmarks or for properties within designated historic districts or historic landscape districts as found in Article 17.

Staff Comment: Not applicable. The site is not a designated landmark or located within a historic district or historic landscape district.

b. When proposed adjacent to or within one hundred (100) feet of designated landmark, historic district, or historic landscape, the master development plan shall be developed so as to be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity of the proposed development.

Staff Comment: Please refer to the MDP Design Standard section of this report.

Infrastructure

a. Designed with sizing of street and other infrastructure systems to accommodate the overall service demand of the plan.

Staff Comment: The Applicant has submitted copies of letters sent to utility providers (Attachment Q) that summarize the proposed development project.

The capacity of the existing water and sewer system has been initially reviewed by the Department of Public Works and Portland Water District (Attachment 5) and an overall stormwater approach has been developed requiring that the proposed development area provide on-site stormwater detention volumes equal or greater than:

- 1" of rainfall over the entire redeveloped area of the parcel, or
- The projected average 24-hour daily sanitary sewer flow each parcel is proposing to add to the system.

The applicant is continuing to work with DPW to assess existing infrastructure and new proposed connections to the combined sewer system. DPW is currently reviewing updated materials, which will help inform the MDP but be finalized through the water/sewer connection review process.

Similarly, the applicant is continuing to coordinate with DPW regarding the proposed woonerf design and future maintenance responsibilities, with the MDP process aiming to conceptually endorse the woonerf and finalize details through future site plan reviews.

Building from the comments at the March 14, 2023 workshop related to impacts on the public school system, the applicant has submitted a narrative (Attachment BB) that details the anticipated number of public school students who will reside within the MDP. Based on the unit mix and phasing, the analysis estimates that 53-82 student-age children will reside in the MDP boundaries and that 5-8 new students will enter the public school system per year. Given the anticipated gradual growth and lower number of projected school-age children, the proposed project will result in minimal impacts to the public school system.

b. Designed to create a street grid pattern that reflects average city block sizes of the surrounding neighborhood.

Staff Comment: The site is located in a transitional location that includes a combination of larger and smaller blocks, with formalized and informal pedestrian connections through surface parking lots. While there is a context that supports the retention of the existing block size, City standards in the Design

Manual recommend a shift towards a more pedestrian-scale site layout through reinforcing the street grid present in the 1914 City Atlas as guided by Principle B of the B-7 design standards and creating design guidance for mid-block pedestrian connections.

The proposed MDP retains existing block sizes, but formalizes two mid-block pedestrian connections and creates a new connection between Kennebec and Lancaster Streets along the newly proposed open space at 163 Lancaster Street. The new connection aligns with Principle B of the B-7 design standards by re-establishing a former connection previously provided by Cedar Street.

Design

a. ***Designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.***

Staff Comment: A second design review was completed on April 19, 2023, conducted by Sean King, Urban Designer, Kevin Kraft, Deputy Director of Planning and Urban Development, Evan Schueckler, Historic Preservation Manager, and Zach Powell, Senior Planner. Updates to the previous design memo are included as Attachment 3. Key recommendations from the memorandum are included below:

- Building design shall reinforce pedestrian-oriented ground floors/entries, incorporate building stepbacks above four stories, and articulate upper floors with building top termination.
- Building corners shall reflect changes in proposed street typologies through pedestrian-oriented ground floors with articulated building entries.
- Use building stepbacks and/or contextual proportions of building elements to achieve more effective transitions to adjacent neighborhoods.
- Enhance the proposed labeled visual connection on the eastern portion of 89 Elm Street through the use of building elements such as a vestibule, vaulted building entries or glass corridors to provide clear visual connection through the building.
- Staff is restating previous recommendation to include Kennebec Street as a neighborhood connector in the Street Typology Diagram of the Visioning Document (Attachment X1).
- The Open Space Typologies page of the Visioning Document shall be revised to more accurately reflect usable open space as compared to incidental landscaping and streets, loading areas, and sidewalks.
- Renderings of the proposed ground-floor retail addition at the Public Market Garage shall be submitted to confirm conformance with neighborhood context as part of the 100-foot Advisory Historic Preservation Review
- Revision to the proposed ground-floor retail addition at the Public Market Garage to include an entrance along Preble Street to improve engagement with the streetscape.



Figure 4: Rendering of proposed Lancaster Woonerf looking north towards 196 Lancaster Street and 89 Elm Street.

VII. NEIGHBORHOOD MEETING & PUBLIC COMMENT

The applicant held a Neighborhood Meeting on February 21, 2023, and 43 members of the public attended (Attachments S-W). Questions raised at the Neighborhood Meeting addressed the following topics:

- Location and number of proposed units/affordability of units
- Provision of open space and green space and utility of these spaces for existing uses within and surrounding the MDP
- Street design and streetscape improvements
- The proposed number and location of parking spaces

As of the writing of this report, 29 written public comments have been received. Comments received since the March 14, 2023 workshop have focused on the traffic and visual impacts to existing properties on Cedar Street, historic character of the neighborhood, and support for affordable housing development.

VIII. NEXT STEPS

Staff is looking for feedback on the updated application materials as it relates to:

- Site and building design, including requests for any additional application materials

- The provisions, distribution, and functionality of open space and enhancing connections to open space,
- Requested content to be included within a phasing plan for each phase/sub-phase, and
- Any modifications to required content that the Planning Board would like finalized as part of the MDP review as compared to future site plan reviews.

Updated application materials are currently being reviewed by City staff, with comments anticipated to be provided to the applicant after the April 25th Workshop. Based upon feedback from the Board and Staff, the applicant should compile data as requested and resubmit an updated application. Once that information is available, staff will coordinate with the applicant and Planning Board for a future Planning Board meeting.

IX. ATTACHMENTS

Staff Attachments

1. City Staff February 14, 2023 Request for Additional Information
2. March 10, 2023 City Staff Design Memorandum
3. April 19,2023 City Staff Design Memorandum
4. March 10, 2023 Consulting Traffic Engineer Comment Letter
5. March 10, 2023 Department of Public Works Comment Letter

Applicant's Documents

A. Cover Letter and Description
A1. Resubmission Cover Letter
B. April 10, 2023 Applicant Response Letter
C. Master Development Plan Checklist
D. Right Title and Interest
D1. Right Title and Interest 2023-04-10
E. Evidence of State/Federal Approvals
F. Zoning Analysis Table
F1. Zoning Analysis Table 2023-04-11
G. Assessment of Compliance
H. Easements & Covenants
I. Waiver Table
I1. Waiver Table 2023-04-10
J. Financial Capacity
K. Technical Capacity
L. Master Development Context and Building Design
M. Master Development Context and Building Design Supplemental
N. Natural Features
O. Views and Historic Features
P. Traffic Analysis
Q. Utilities
R. TMP Application (Phases 1-3)
S. February 21, 2023 MDP Neighborhood Meeting Notice
T. February 21, 2023 MDP Neighborhood Meeting Certification Letter
U. February 21, 2023 MDP Neighborhood Meeting Sign-In Sheet
V. February 21, 2023 MDP Neighborhood Meeting Presentation

W. February 21, 2023 MDP Neighborhood Meeting Minutes
X. MDP Context
X1. MDP Context – Updated Visioning Documents 2023-04-10
Y. Public Realm Design – L Series Exhibits
Z. Shared Street Cross Section
AA. Exhibit P1 – Cumberland View Corridor
BB. Impacts to Public School System
CC. Renderings 2023-04-14

Plans

P1. Cover Sheet
P1a. Cover Sheet (2023-04-10)
P2. Existing Conditions Survey - 1
P2a. Existing Conditions Survey – 1 (2023-04-10)
P3. Existing Conditions Survey – 2
P3a. Existing Conditions Survey – 2 (2023-04-10)
P4. Existing Conditions Survey – 3
P5. Existing Conditions Survey - 4
P6. Master Site Plan
P6a. Master Site Plan (2023-04-10)
P7. Property Line Modifications Plan
P8. Landscape Plan
P8a. Landscape Plan (2023-04-10)
P9. Utility Plan
P9a. Utility Plan (2023-04-10)
P10. Grading & Drainage Plan
P10a. Grading & Drainage Plan (2023-04-10)

Public Comment

a. PC1: Compiled Comments from March 14, 2023 Workshop
b. PC2: Amelia Labreck
c. PC3: Sophia Ayia
d. PC4: Andrew Rosenstein
e. PC5: George Rheault
f. PC6: George Rheault

Request for Future Application Materials

General

- Application documents submitted to the City on EnerGov list 81 Preble Street as the main address for the project. City addresses over postal addresses shall be used in referencing sites in future application submissions, given that 196 Lancaster Street is not an existing parcel address. If addresses are anticipated to change based on lot modifications, changes should be identified in supporting materials.

Architectural Drawings

- More detailed elevations and/or renderings with envisioned materiality will need to be submitted for each of the proposed buildings to assess compliance with MDP standards. The proposed program of uses by floor and entrances shall be submitted for each of the proposed buildings.
- The proposed open space program should include linkages (connections) to the existing Bayside Trail and existing open spaces
- Shadow studies will need to be submitted to assess impacts on open spaces.
- Photovisualizations shall be submitted for Cumberland Avenue looking north to assess compliance with view corridor standards for the proposed ground floor garage retail retrofit.
- Confirm that architectural drawings align with other project documents. Some of the proposed designs suggest uses that are different from the site plan sheet or narrative landscape documents (e.g., the loading area for the proposed 60 & 66 Elm Street is also shown as a pocket park; renderings show covered parking within the footprint of the 85 Preble (AKA 196 Lancaster Street) building when only surface parking is shown to the east).

Phasing

- Submit narrative documentation related to the anticipated phasing of site plan submission for each phase and sub-phase, along with identifying the anticipated point for open space & streetscape improvements in relationship to these phases.
- Submit anticipated plans for staging areas for construction for each of the proposed phases.

Property Surveys

- Submit surveys for 315 Cumberland Avenue, 197 & 201 Lancaster Street & 117 Preble Street

Right, Title, and Interest

- The deed for 197 Oxford Street & 31 Cedar Street were submitted, but not included in MDP materials. Clarify whether these properties are intended to be included in the MDP or serve an ancillary function for properties within the MDP.
- Submit RTI Documentation for:
    - 117 Preble Street,
    - 158 Lancaster Street
    - 197 Lancaster Street,
    - 201 Lancaster Street,

- 60 Elm Street, and
- 315 Cumberland Avenue.

Site Plan Sheets

- Clarify boundaries of the proposed MDP, along with the submission of a narrative detailing the anticipated relationship, connections, programming, and improvement of parcels under common ownership outside of the MDP boundaries (i.e., 31 Cedar Street, 158 Lancaster Street, and 197 Oxford Street).
- Update site plan sheets to clearly indicate lot lines. All proposed lot line adjustments and consolidations should be identified on plan sheets and the site plan set should include a separate plan sheet solely identifying lot modifications.
- Resubmit utility and grading & drainage sheets to detail the entirety of the proposed MDP. All future MDP site plan set submissions should detail the entirety of the proposed MDP boundaries.
- A plan sheet shall be submitted for landscaping to detail the proposed landscaping for the site.
- The submitted Master Site Plan identifies 'Public Spaces', which appears to mean on-street parking. Update label to on-street parking. Off-street parking available to the public should be noted in a separate category.
- Application documents shall remove all references to the required number of parking spaces for each of the proposed phases. Off-street parking requirements shall be set by the Planning Board, based on information provided through parking studies and findings from the Traffic Movement Permit and the development of a Transportation Demand Management (TDM) Plan.

TDM Plan

- The Applicant may want to consider the submission of a TDM plan for the entire proposed MDP at this time. A TDM plan will be required for each site plan in the B-7 zone.

Traffic Movement Permit

- The list of abutters included for the TMP does not include all property owners that meet the MaineDOT definition of an abutter. MaineDOT defines an abutter as any property that shares a property line with the Development Area or is directly across any roadway from the Development Area. 89 Elm Street is one of the subject properties of the TMP and has frontage on the southern side of Cedar Street. Notices of Intent to File were not sent to property owners on the northern side of Cedar Street. Resubmit an updated TMP application that includes all applicable abutters and includes evidence that notices were sent to all applicable abutters.

Zoning Assessment

- Zoning Assessments need to be resubmitted to be site specific and include individual assessments for each parcel. Currently, they only show an analysis of the proposed zoning for the consolidation of 60 & 66 Elm Street, for which the consolidation is not indicated on the master site plan.

Design Review
Planning and Urban Development Department

City of portland

Subject:	186 Lancaster Street – Master Development Plan
Zone:	B3, B7 & R-6
Date of Review:	Thursday, March 9, 2023
Reviewer(s):	Design Review
	Sean King (Urban Designer), Zachary Powell (Senior Planner), Kevin Kraft (Deputy Director)
Project ID:	PL-002315-2022

I. INTRODUCTION

The proposed Master Development Plan (MDP) is subject to the *Master Development Plan Standards of Review, Land Use Code Section 14.7.5*. Portions of the proposed MDP (315 Cumberland Avenue) are also within 100 feet of a historic district (Congress Street Historic District) and therefore will require an advisory review by historic preservation staff.

The proposed MDP is only reviewed according to the Master Development Plan criteria. In future Site Plan design reviews, the projects will be subject to the following guidelines in the City of Portland Design Manual:

- *B-3 Downtown Business Zone, Appendix 1;*
- *B-7 Bayside Mixed Use Urban District Zone, Appendix 4;*
- *Two-family, special needs independent living units, multiple-family, lodging houses, bed and breakfasts and emergency shelters;*
- *Small residential lot development located in the R-6 Zone.*

II. DESIGN REVIEW COMMENTS:

Based on the submitted materials to date, staff have the following comments.

A. Creation of a cohesive identity.

A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation;

Staff comment: The proposed MDP is a collection of existing properties of various dimensions within the West Bayside neighborhood. Multiple zoning districts comprise the development area and the existing pattern of development contains large building footprints facing the street with multiple surface parking lots that the applicant proposes for infill development. In addition, smaller scale residential buildings ranging between two- to three-stories are concentrated along Cedar and Oxford streets.

The Bayside Height Overlay Map defines allowable building heights to indicate several blocks that require transitional heights to the surrounding residential neighborhood. City staff finds that the proposed buildings heights are appropriate and recommend the Applicant maximize building heights at significant corner intersections of Elm Street & Lancaster and Elm Street & Oxford as visual anchors for the neighborhood. The preservation of several existing structures shall inform the proposed infill development with transitions in building height, massing and articulation. At the

perimeter of the MDP properties are residential buildings of lower heights to the east and west, and larger floor plate buildings to the north.

Use of quality exterior material and architectural detailing at pedestrian scale;

Staff comment: The proposed buildings within the MDP shall be designed for pedestrian scale with active uses fronting the street that support the neighborhood, selection of exterior material shall relate to the prevailing character of the adjacent structures in the neighborhood. Buildings shall articulate architectural features at the street and pedestrian passages and provide architectural detailing that demonstrate the perceived use of the building. Quality exterior materials include the detailing, articulation, transition, durability, and visual interest of the materials, not only their selection and placement. These aspects will be reviewed with special attention to the ground floors and areas most visible to pedestrians. In Site Plan review the details should be reviewed to provide depth, articulation, visual interest, and quality transitions.

Consistency of design and materials for streetscape and pedestrian amenities;

Staff comment: The proposed MDP identifies various street typologies, City staff requests that the Applicant identify the function for each and provide streetscape guidelines for proposed improvements. Streetscape guidelines shall correspond to the MDP street typologies and include: a palette of surface materials to encourage walkability, calm traffic and connect, visually or physically to the Bayside Trail; sidewalk widths to accommodate street trees; tree wells; permanent outdoor seating; ornamental street lighting, and other pedestrian amenities in the furnishing zone. The Applicant should work with the City's Parks Department to coordinate on proposed improvements to ensure changes align with the ongoing Portland Tree Canopy Project in Bayside neighborhood.

City staff has prioritized the following streets and pedestrian passages to promote connectivity, traffic calming, on-street parking, and amenities for pedestrians:

- Shared Street (Lancaster Street between Preble Street & Elm Street, Kennebec Street between Elm Street & Chestnut Street) – Correspond to a lower traffic demand and encourage appropriate traffic calming measures to include appropriate sidewalk widths, street trees and landscaping, street lighting, articulated surface paving, enhanced crosswalks, signage and street furnishings, including pedestrian-scaled wayfinding locations.

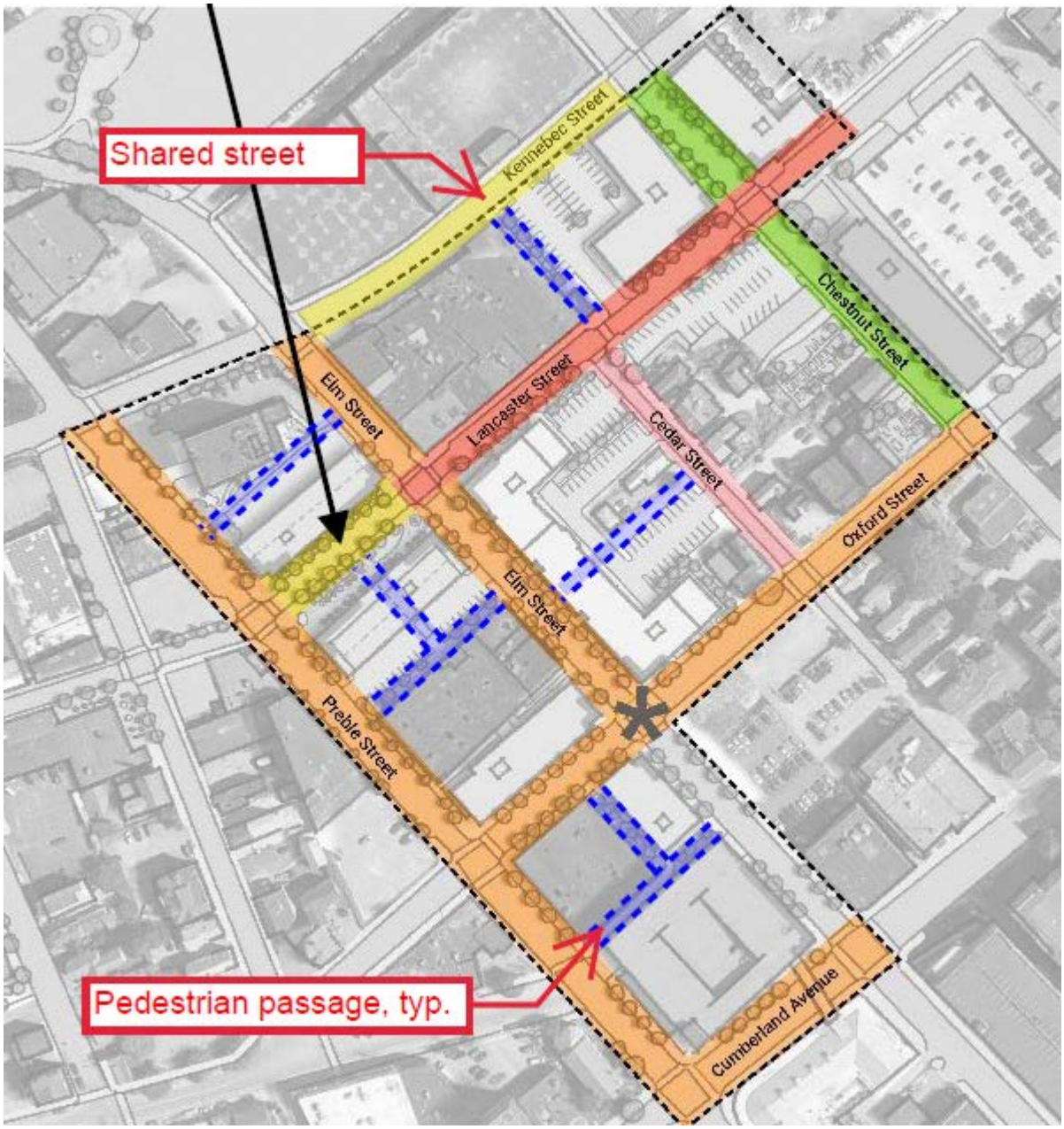
- Neighborhood Main (Lancaster Street) – Enhance pedestrian character with unified material palette to include appropriate sidewalk widths, street trees and landscaping, street lighting, surface paving, enhanced crosswalks, signage and street furnishings, including pedestrian-scaled wayfinding locations.

- Neighborhood Connector (Preble Street, Elm Street, Kennebec Street, Oxford Street & Cumberland Avenue) – Demonstrate safe pedestrian crossings with improvements including, but not limited to, clear pedestrian-scaled wayfinding.

- Parkway (Chestnut Street) – Connect to Bayside Trail and surrounding neighborhood with appropriate sidewalks width to accommodate for street trees, street lighting and street furnishings, including wayfinding locations.

- Neighborhood Street (Cedar Street) – Establish sidewalks that allow for street trees and street lighting and facilitate on-street parking.

- Pedestrian passages – Opportunities for mid-block permeability is encouraged to allow for comfortable pedestrian passage and provide breaks in buildings lengths that exceed two-hundred feet.



Framing of outdoor open space and linkages;

Staff comment: The proposed MDP indicates a quarter-mile radius from Elm Street and Lancaster Street for proximity to existing open spaces, including Deering Oaks, Monument Square, and the Bayside Trail, with smaller neighborhood open spaces and pocket parks less dispersed within the West Bayside neighborhood. The proposal includes a permanent linear park and plaza between Preble and Elm Streets along Lancaster Street, pedestrian connections between buildings throughout the development to provide access between streets and access lanes. City staff requests that the Applicant provide program description for each open space typology with guidelines for shared use streets and service access to allow for pedestrians, plazas and pocket parks as a network of publicly accessible spaces. City staff recommends the applicant continue to consider other open space opportunities both within and outside of the MDP boundaries.

A clear conveyance of the function and significance of various buildings, entrances, and features;

Staff comment: Existing buildings within the proposed MDP range in use from multi-family, office, retail, social and health services, education facilities and structured parking. The architectural character of existing buildings demonstrates a clear visibility along street frontages with ground-level windows and pedestrian scaled entrances. Existing services and surface parking are typically located towards the rear of properties, although several surface parking lots along frontages create voids that diminish the street wall. Primary entrances shall front the major streets, significant corner intersections shall demonstrate a clear architectural character.

And to generally comply with design and development standards of the zone in which it is located.

Staff Comment: In addition to the MDP review standards, the application will be reviewed for general compliance with design and development standards of the zone in which it is located including, *B-3* Downtown Business Zone, Appendix 1; B-7 Bayside Mixed-Use Urban District Zone, Appendix 4; Two-family, special needs independent living units, multiple-family, lodging houses, bed and breakfasts and emergency shelters; Small residential lot development located in the R-6 Zone. Future Site Plan applications, projects will be reviewed against relevant standards.

Design Review
Planning and Urban Development Department

City of portland

Subject:	196 Lancaster Street – Master Development Plan
Zone:	B3, B7 & R-6
Date of Review:	Wednesday, April 19, 2023
Reviewer(s):	Design Review
	Sean King (Urban Designer), Zachary Powell (Senior Planner), Kevin Kraft (Deputy Director)
Project ID:	PL-002315-2022

I. INTRODUCTION

The proposed Master Development Plan (MDP) is subject to the *Master Development Plan Standards of Review, Land Use Code Section 14.7.5*. Portions of the proposed MDP (315 Cumberland Avenue) are also within 100 feet of a historic district (Congress Street Historic District) and therefore will require an advisory review by historic preservation staff.

The proposed MDP is only reviewed according to the Master Development Plan criteria. In future Site Plan design reviews, the projects will be subject to the following guidelines in the City of Portland Design Manual:

- *B-3 Downtown Business Zone, Appendix 1;*
- *B-7 Bayside Mixed Use Urban District Zone, Appendix 4;*
- *Two-family, special needs independent living units, multiple-family, lodging houses, bed and breakfasts and emergency shelters;*
- *Small residential lot development located in the R-6 Zone.*

II. DESIGN REVIEW COMMENTS:

Based on the resubmitted materials to date, staff have the following comments.

A. Creation of a cohesive identity.

A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation;

Staff comment: The proposed MDP is a collection of existing properties of various dimensions within the West Bayside neighborhood. Multiple zoning districts comprise the development area and the existing pattern of development contains large building footprints facing the street with multiple surface parking lots that the applicant proposes for infill development. In addition, smaller scale residential buildings ranging between two- to three-stories are concentrated along Cedar and Oxford streets.

The Bayside Height Overlay Map defines allowable building heights to indicate several blocks that require transitional heights to the surrounding residential neighborhood. The preservation of several existing structures shall inform the proposed infill development with transitions in building height, massing and articulation. At the perimeter of the MDP properties are residential buildings of lower heights to the east and west, and larger floor plate buildings to the north.

The proposed MDP and massing renderings illustrate an infill development approach that staff finds should reinforce the proposed street typologies through building massing and height. Notably Lancaster Street as a neighborhood main shall employ building stepbacks above 4 stories with a pedestrian-oriented ground floors and building entries, articulation at upper floors and distinct building top termination. Elm Street and Chestnut Street as neighborhood connector streets shall engage corner intersections and provide pedestrian-oriented ground floors with articulated building entries that account for variations in the street typography.

Effective building scale transitions through building stepbacks and/or contextual proportions of building elements shall be sensitive to the adjacent neighborhood. Rooftop appurtenances, mechanical equipment and façade mounted utilities shall be integrated within the building design and/or screened to minimize views from adjacent properties.

Historic preservation staff is requesting architectural elevations and/or renderings in order to provide an advisory review of the proposed retail addition at Preble Street.

Use of quality exterior material and architectural detailing at pedestrian scale;

Staff comment: The proposed buildings within the MDP shall be designed for pedestrian scale with active uses fronting the street that support the neighborhood, selection of exterior material shall relate to the prevailing character of the adjacent structures in the neighborhood. Buildings shall articulate architectural features at the street and pedestrian passages and provide architectural detailing that demonstrate the perceived use of the building. Quality exterior materials include the detailing, articulation, transition, durability, and visual interest of the materials, not only their selection and placement. These aspects will be reviewed with special attention to the ground floors and areas most visible to pedestrians. In Site Plan review the details should be reviewed to provide depth, articulation, visual interest, and quality transitions.

The proposed massing diagrams begin to illustrate an exterior material palette and prioritization of architectural detailing at a pedestrian scale. Staff finds the relationship of exterior materials to street typologies can be enhanced to create a stronger cohesive identity within the Bayside MDP. Staff finds the proposed 'visual connection through buildings' shall employ building elements such as vestibule, vaulted building entries or glass corridors to provide a clear visual connection through a building. The applicant shall incorporate into massing renderings.

Consistency of design and materials for streetscape and pedestrian amenities;

Staff comment: The applicant has provided conceptual streetscape guidelines that include surface materials, trees and landscaping, lighting and pedestrian amenities in the furnishing zone that relate to the street typologies. Staff continues to support the inclusion of Kennebec Street as a a neighborhood connector in the street typology diagram, applicant shall incorporate. The Applicant shall continue to coordinate with the City's Parks Department on proposed improvements to ensure changes align with the ongoing Portland Tree Canopy Project in Bayside neighborhood.

City staff has prioritized the following streets and pedestrian passages to promote connectivity, traffic calming, on-street parking, and amenities for pedestrians:

- Shared Street (Lancaster Street between Preble Street & Elm Street, Kennebec Street between Elm Street & Chestnut Street) – Correspond to a lower traffic demand and encourage appropriate traffic calming measures to include appropriate sidewalk widths, street trees and landscaping, street lighting, articulated surface paving, enhanced crosswalks, signage and street furnishings, including pedestrian-scaled wayfinding locations.

- Neighborhood Main (Lancaster Street) – Enhance pedestrian character with unified material palette to include appropriate sidewalk widths, street trees and landscaping, street lighting, surface paving, enhanced crosswalks, signage and street furnishings, including pedestrian-scaled wayfinding locations.

- Neighborhood Connector (Preble Street, Elm Street, Kennebec Street, Oxford Street & Cumberland Avenue) – Demonstrate safe pedestrian crossings with improvements including, but not limited to, clear pedestrian-scaled wayfinding.

- Parkway (Chestnut Street) – Connect to Bayside Trail and surrounding neighborhood with appropriate sidewalks width to accommodate for street trees, street lighting and street furnishings, including wayfinding locations.

- Neighborhood Street (Cedar Street) – Establish sidewalks that allow for street trees and street lighting and facilitate on-street parking.

- Pedestrian passages – Opportunities for mid-block permeability is encouraged to allow for comfortable pedestrian passage and provide breaks in buildings lengths that exceed two-hundred feet.

Framing of outdoor open space and linkages;

Staff comment: The proposed MDP indicates a quarter-mile radius from Elm Street and Lancaster Street for proximity to existing open spaces, including Deering Oaks, Monument Square, and the Bayside Trail, with smaller neighborhood open spaces and pocket parks less dispersed within the West Bayside neighborhood. The proposal includes a permanent linear park and plaza between Preble and Elm Streets along Lancaster Street, pedestrian connections between buildings throughout the development to provide access between streets and access lanes.

The applicant has provided an open space typologies diagram to illustrate the allocation of proposed open space within the Bayside MDP. Staff finds the major publicly accessible open space and linear parklet to be appropriate for the community and recommends the publicly accessible open spaces be reduced to only include substantial programmable open spaces categorized as parks and plazas. Staff finds that sidewalks, service access and vehicular access points are not appropriate as open space, applicant shall revise.

A clear conveyance of the function and significance of various buildings, entrances, and features;

Staff comment: Existing buildings within the proposed MDP range in use from multi-family, office, retail, social and health services, education facilities and structured parking. The architectural character of existing buildings demonstrates a clear visibility along street frontages with ground-level windows and pedestrian scaled entrances. Existing services and surface parking are typically located towards the rear of properties, although several surface parking lots along frontages create voids that diminish the street wall. Primary entrances shall front the major streets, significant corner intersections shall demonstrate a clear architectural character.

The applicant has provided visioning diagrams and massing renderings to illustrate building function, use and entrances as primary building entry, parking entry, retail entry and existing building entry that staff finds provides clear conveyance. Staff finds the proposed retail addition shall indicate a primary retail entry directly at Preble Street, a secondary entry can be maintained at the proposed plaza. Staff is recommending additional renderings along Elm Street to illustrate the proposed building massing and primary building entries of 89 Elm Street with additional neighborhood context.

And to generally comply with design and development standards of the zone in which it is located.

Staff Comment: In addition to the MDP review standards, the application will be reviewed for general compliance with design and development standards of the zone in which it is located including, *B-3* Downtown Business Zone, Appendix 1; B-7 Bayside Mixed-Use Urban District Zone, Appendix 4; Two-family, special needs independent living units, multiple-family, lodging houses, bed and breakfasts and emergency shelters; Small residential lot development located in the R-6 Zone. Future Site Plan applications, projects will be reviewed against relevant standards.

Zachary Powell <zpowell@portlandmaine.gov>

West Bayside MDP - Initial Traffic Review Comments

Tom Errico <thomas.errico@tylin.com> Fri, Mar 10, 2023 at 10:15 AM
To: Zachary Powell <zpowell@portlandmaine.gov>
Cc: Jeremiah Bartlett <jbartlett@portlandmaine.gov>, Janine Ba <janineba@portlandmaine.gov>, Bruce Hyman <bhyman@portlandmaine.gov>

Hi Zack – I have conducted an initial review of project materials and offer the following initial traffic comments. I would note that I continue to review information and additional comments can be expected.

- I have provided comments to the applicant regarding the Traffic Movement Permit Application which needs to be revised. The comments included the following:
  - The level of TMP should be based on an unadjusted Trip Generation estimate. This project is a 200+ TMP.
  - The Notice of Intent should also note the unadjusted trip generation (Generator) for the project prior to adjustments for internal capture and pass-by reductions.
  - Internal capture adjustments are typically applied for developments in self-contained sites and not within a downtown CBD area. This should be revisited and back up documentation for similar sites should be provided if adjustments are to be incorporated.
  - The assumption for multi-modal trips is higher than expected. While the site is certainly conducive to walk, transit and bike trips, additional local information is suggested, before approval of a mode split estimate can be made.
- A TMP Scoping meeting will be scheduled upon receipt of the revised TMP Application that addresses the above comments.
- Back up information regarding the distribution of site trips shall be provided.
- Greater detail is required regarding plans to convert Oxford Street to a two-way street. At a minimum this shall include on-street parking impacts, existing roadway widths, the need to widen the street, and intersection conditions (turning movements and traffic control).
- While there are no High Crash Locations identified in the vicinity of the project, there may be locations with high crash rates (Marginal Way/Preble Street/Elm Street) that will likely be requested for evaluation. Specific locations will be identified at the TMP scoping meeting.
- A detailed pedestrian and bicycle facility evaluation within the study area will be required in conjunction with the TMP. The scope of this evaluation will be discussed at the TMP scoping meeting.
- The proposed project will be modifying driveways along public streets. Documentation on the number of driveways and location of driveways shall be specifically evaluated as it relates to complying with the city's Technical Standards.
- The applicant shall provide specific information on parking conditions both in the Public Market garage and on surface parking lots that are being impacted. This shall include existing parking usage and any previous site plan requirements for use of the parking facilities.

Please contact me if you have any questions.

Best regards,

Tom Errico, PE
NE TRAFFIC ENGINEERING DIRECTOR
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M +1 207.400.0719
E thomas.errico@tylin.com

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Falmouth, ME 04105, United States

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Zachary Powell <zpowell@portlandmaine.gov>

PL-002315-2022 Bayside MDP DPW Comments

Janine Ba <janineba@portlandmaine.gov> Fri, Mar 10, 2023 at 12:37 PM
To: Zachary Powell <zpowell@portlandmaine.gov>
Cc: Justin Pellerin <jrp@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Keith Gray <kgray@portlandmaine.gov>, Lauren Swett <lswett@woodardcurran.com>, Tom Errico <thomas.errico@tylin.com>

Good afternoon Zachary,

Below are DPW's comments for PL-002315-2022 Bayside MDP. Let me know if you have any questions.

Project Number: PL-002315-2022
Bayside MDP
DPW Development Review Comments
03/10/2023

- DPW Transportation
  - DPW has reviewed this submission with Tom and has no additional comments at this time.
- DPW Water Resources
  - The Department of Public Works Water Resources Division can not conclude at this time that the combined sewer and storm drain systems in the MDP project area have sufficient capacity to serve the proposed West Bayside Master Development Plan. This finding is based on the projected additional sanitary flow rates the applicant is proposing to add to the sewer system, the proposed sewer and storm drain connections into the City's systems as shown on the MDP utility plan and drainage plan and the known capacity issues within these systems during wet weather events.
  - The proposed dry weather sanitary sewer inputs into the combined sewer system will reduce wet weather flow capacity in the combined sewer lines within the project vicinity. This will lead to increased Combined Sewer Overflow (CSO) volumes in the sewershed. The project area is located in the Back Cove South Sewershed which produces the most CSO volume City wide on an annual basis. Mitigation of CSO's in this sewershed is a federal mandate as part of the City's CSO consent decree administered by the EPA and Maine DEP.
  - The West Bayside MDP project proposes several significant connections into public combined sewer and storm drain systems which are prone to frequent flooding. This flooding occurs as a result of system wide capacity issues associated with stormwater runoff from the heavily developed urban watershed, tidal surcharges, the low lying elevation of the area and increasing high intensity rainfall events associated with climate change.
  - DPW will authorize new connections to the sewer and storm drain from the proposed development area if the applicant can provide on-site stormwater detention volume equal to the greater of;

- 1” of rainfall over the entire redeveloped area on the parcel or;
- The projected average 24 hour daily sanitary sewer flow each parcel is proposing to add to the system.
- The overflow diversion elevation of the detention system should be set at the top of the proposed system to ensure storage in the system is maximized prior to overflows discharging into the City’s systems during larger storm events.
- The maximum permissible stormwater outflow rate into the City’s system during the design storm event shall be less than or equal to 0.1 CFS per acre of watershed area draining to the detention system.
- DPW would encourage further stormwater detention be provided for each parcel to help contribute to the City’s Climate Resiliency goals for the Bayside neighborhoods.
- All other City and Maine DEP stormwater regulations and requirements for redevelopment projects will still apply.
- The applicant’s surveyor and engineer should make a formal plan request to the DPW engineering archivist to obtain record City sewer/storm infrastructure being sought after. Once this information has been obtained please reach out with any clarifying questions. DPW would be pleased to sit down with the applicant’s engineering team to review the system configuration in this area once the documents have been obtained by the applicant and the existing condition plan has been updated to reflect the information.
- Water Resources has questions/concerns about street drainage functionality along the section of Lancaster Street being proposed to be converted to a curbless/shared street. We feel that further information on the proposed design of this street section should be submitted and reviewed as part of the MDP process so baseline elements of the design can be agreed to as part of the overall Master Plan.

- **General notes on proposed sanitary sewer and storm drain connections:**

- 195 Lancaster Street
  - Proposed Sanitary Sewer Connection: 8” sewer in Elm Street.
  - DPW WR Comment: 8” sewer line does not appear in the City’s GIS system. Further research is needed to determine if the line is active and where it routes. We suggest this connection be made to the 15” combined sewer in Elm Street located near the centerline of Elm Street.
  - Proposed Storm Drain Connection: 15” combined sewer in Elm Street.
  - DPW WR Comment: Make connection into 24” storm drain in Preble Street with detention as listed above.
- 196 Lancaster Street
  - Proposed Sanitary Sewer Connection: 18” combined sewer in Preble Street.
  - DPW WR Comment: Connection acceptable.
  - Proposed City Storm Drain Connection: 24” storm drain in Preble Street.

- DPW WR Comment: Connection Acceptable. Provide stormwater detention as listed above.

- 235 Oxford
  - Proposed Sanitary Sewer Connection: 18” combined sewer in Preble Street.
  - DPW WR Comment: Location Acceptable
  - Proposed Storm Drain Connection: 24” storm drain in Preble Street.
  - DPW WR Comment: Connection Acceptable. Provide stormwater detention as listed above.
- 60 Elm
  - Proposed Sanitary Sewer Connection Location: 10” sanitary sewer in Oxford Street.
  - DPW WR Comment: Connection Location acceptable. Sewer does not connect to storm drain at Preble Street as shown on the Utility Plan. The EC plan will need to be updated to show the correct configuration of the existing City sewer line.
  - Proposed Storm Drain Connection: 15” Combined Sewer in Elm Street
  - DPW WR Comment: Extend the separated storm drain along Oxford Street from Preble Street to the project site and make a new connection. Provide stormwater detention as listed above.
- 89 Elm and 50 Cedar
  - Proposed Sanitary Sewer Connection Location: 18” Oval Brick combined sewer in Cedar Street
  - DPW WR Comment: Connection Location acceptable. The City is currently assessing the existing condition of the sewer line and may require it to be upgraded if pipe condition is poor.
  - Proposed Storm Drain Connection: 18” Oval Brick combined sewer in Cedar Street
  - DPW WR Comment: Connection acceptable. Provide stormwater detention as listed above.
- 163,158,149 Lancaster
  - Proposed Sanitary Sewer Connection Locations: 44” brick combined sewer in Lancaster Street.
  - DPW WR Comment: Existing “feeder” sewer lines were installed parallel to the Lancaster Street Sewer interceptor line. The feeder lines connect to the Lancaster Sewer via an existing manhole. The Applicant shall show these lines on the existing condition plan and plan to make connections to the feeder lines to limit new manholes being installed on the 44” combined sewer interceptor line. DPW will assess the condition of the feeder lines and provide further information. Upgrades to these feeder lines may be required prior to new connections being made if the condition of the existing pipe is determined to be poor.
  - Proposed Storm Drain Connection: 44’ Brick Combined Sewer line in Lancaster Street

- DPW WR Comment: Extend 18” storm drain pipe up Chestnut Street from the Somerset intersection and make connection to the separated storm drain system. Provide stormwater detention as listed above.

--
Janine Ba
Project Engineer
City of Portland Department of Public Works
212 Canco Rd. Suite B
Portland, ME 04103
janineba@portlandmaine.gov
207-874-8463

ACORN ENGINEERING, INC.

Planning Division
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

December 15, 2022

Subject: West Bayside Master Development Plan

To Whom It May Concern:

On behalf of West Bayside Partners, LLC and Port Property, we are pleased to submit the accompanying package of materials which is intended to meet the City's Submission Requirements as outlined in the Master Development Plan procedures. The development is framed by 13 parcels on 7 city blocks controlled by the developers in Portland's West Bayside neighborhood. The blocks span from Kennebec Street to Cumberland Ave north-south & Preble Street to Chestnut Street west-east. The development is in B7 & B3 zones, with a small portion extending into the R6 zone.

The development total parcel area is comprised of approximately 9 acres & currently consists of buildings social services, retail, educational & office space. There are also surface parking lots & an existing parking garage at 315 Cumberland Ave.

The proposed development will consist of 7 new buildings constructed over 5 phases. The residential unit count for the full buildout is anticipated to be 804 total units consisting of 201 affordable & 603 market-rate units. In addition to retaining approximately 175,000 sf of existing commercial uses listed above, there will be approximately 28,500 sf of proposed street level commercial space that will be a mix of retail storefronts, bars/restaurants, coffee shops, and wellness spaces. Additionally, the first floor of the parking garage at 315 Cumberland Ave is intended to be infilled with complementary commercial gallery or maker retail spaces to further activate the pedestrian experience.

Open space will be provided to the public by a proposed linear park/Woonerf/shared street area along Lancaster Street, between Preble Street and Elm Street and by enhanced activation of the existing streetscape in the neighborhood. This area will serve to act as the 18 hour daily community engagement engine along Lancaster Street within the new development & existing businesses outside of the Master Plan.

The applicant and the design team look forward to your review of this project and are requesting a planning application number & access to Portland ePlan to upload the complete application with associated materials. If you have any questions regarding the site plan, & elevations as part of the CSS Submission, do not hesitate to contact.

Sincerely,

William H. Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Planning Division
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

April 10, 2023

Subject: West Bayside Master Development Plan – Response to City Comments

To Whom It May Concern:

On behalf of West Bayside Partners, LLC and Port Property, we are pleased to submit the accompanying package of materials as an update to the West Bayside Master Development Plan, originally submitted to the City on December 23, 2023. The scope of the development has remained the same as the original submission.

This resubmission is informed by the comments received by City Staff, the Neighborhood Meeting held on February 21, 2023, the initial Planning Board Workshop held on March 14, 2023, and multiple breakout meetings with City Staff to discuss the project. The breakout meetings were held as follows:

- Portland Water District – 1/4/23
- Portland Department of Public Works (Lancaster Streetscape) – 2/16/23
- Portland Department of Public Works (Water Resources) – 3/20/23
- Portland METRO – 3/21/23
- Portland Planning & Urban Development (Design) – 3/22/23
- Portland Parks Department (Tree Canopy) – 3/23/23
- Portland Department of Public Works (Transportation & Connectivity) – 3/27/23
- Portland Fire Department (E911 Addressing) – 3/31/23
- Portland Parks Department (Open Space) – 4/4/23

This resubmission package includes a response letter to City Staff comments received prior to the planning board workshop, as well as updated & supplemental materials to better address the city's Master Development Plan submission requirements. A table of contents is included as part of this letter.

The applicant and the design team look forward to further review of this project. If you have any questions regarding the plans or submission documents, do not hesitate to contact.

Sincerely,

William H. Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.

Table of Contents

Supplemental Documents:

- Cover Letter – Response to City Comments
- City Comment Response Letter
- Shared Street Cross Section
- Public Realm Design – L Series Exhibits
- Exhibit P1 – Cumberland View Corridor
- Updated Visioning Documents

Updated Documents:

- 3. RTI
- 5. West Bayside Zoning Assessment
- 8. Waiver Requests

Supplemental Drawings:

- 117 Preble & 195 Lancaster Survey
- 315 Cumberland Ave Survey
- Property Line Modifications Plan

Updated Drawings:

- Cover Sheet
- Existing Conditions Survey 1
- Existing Conditions Survey 2
- Master Site Plan
- Landscape Plan
- Utility Plan
- Grading & Drainage Plan

Att. AA


Approximate volume of planned building as seen from Cumberland corridor
COFFEE & SHOP
ONE WAY
PARKING
PUBLIC MARKET

ACORN ENGINEERING, INC.

City of Portland Planning Department
Zach Powell – Planner
389 Congress Street, 4th Floor
Portland, Maine 04101

April 10, 2023

Subject: West Bayside Master Development Plan
City of Portland Request for Future Application Materials

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering is pleased to respond to the following comments & request for future application materials from the City of Portland Planning Department review of the Master Development Plan submission of the West Bayside Master Development Plan in Portland, Maine.

Acorn Response = Green
Stantec Response = Orange

Request for Future Application Materials - Zach Powell, City of Portland Planning Department – Dated 2/14/23

1. *Comment – Application documents submitted to the City of EnerGov list 81 Preble Street as the main address for the project. City addresses over postal addresses shall be used in referencing sites in future application submissions, given that 196 Lancaster Street is not an existing parcel address. If addresses are anticipated to change based on lot modifications, changes should be identified in supporting materials.*
   Response – The address for the project should be changed to 315 Cumberland Ave, which is the existing lot with the parking garage on the south portion of the project area.

2. *Comment – More detailed elevations and/or renderings with envisioned materiality will need to be submitted for each of the proposed buildings to assess compliance with MDP standards. The proposed program of uses by floor and entrances shall be submitted for each of the proposed buildings.*
   Response – See attached diagram that illustrates proposed ground floor uses, potential locations for entrances, service access and loading (Exhibit L-3). Preliminary building elevations will be developed to illustrate potential massing and materials for the proposed buildings for review at the next Planning Board Workshop.

3. *Comment – The proposed open space program should include linkages (connections) to the existing Bayside Trail and existing open spaces.*
   Response – See attached diagram Exhibit L1.

4. *Comment – Shadow studies will need to be submitted to assess impacts on open space.*
   Response – Shadow studies will be provided as required for each building during individual site plan reviews.

5. *Comment – Photovisualizations shall be submitted for Cumberland Avenue looking north to assess compliance with view corridor standards for the proposed ground floor garage retail retrofit.*
   Response – Please see attached Exhibit P1 which demonstrates the only proposed new built volume on the garage site is located on Preble Street and does not impact the Cumberland Avenue view corridor.

6. *Comment – Confirm that architectural drawings align with other project documents. Some of the proposed designs suggest uses that are different from the site plan sheet or narrative landscape documents (e.g., the loading area for the proposed 60 & 66 Elm Street is also shown as a pocket park; renderings show covered parking within the footprint of the 85 Preble (AKA 196 Lancaster Street) buildings when only surface parking is shown to the east).*
   Response – Please see the attached updated plans and diagrams which have been updated to coordinate proposed locations of open spaces, service and loading, parking and the boundary of the MDP.

7. *Comment – Submit narrative documentation related to the anticipated phasing of site plan submission for each phase and sub-phase, along with identifying the anticipated point for open space & streetscape improvements in relationship to these phases.*
   Response – Please refer to the development phasing diagram and accompanying narrative below:

   Phase 1a includes the 89 Elm St. building, streetscape improvement immediately surrounding the property and a portion of the rear parking lot.

   Phase 1b includes the 196 Lancaster St building, the linear parklet and shared street to the centerline of Lancaster St. It also includes the parking lot to the rear of the building.

   Phase 2 includes the 60 Elm St building and streetscape improvements immediately surrounding the property including the alley behind the property.

   Phase 3 includes improvements to the existing parking garage building including a proposed new retail addition and corner pocket park facing Preble St.

   Phase 4 includes the 149 Lancaster St. building and streetscape improvements immediately surrounding the property.

   Phase 5a includes the 195 Lancaster St building including the sidewalk and shared street to the centerline of Lancaster St. and the parking lot to the rear of the building.

   Phase 5b includes the 163 Lancaster St. building and streetscape improvements immediately surrounding the property including new proposed open space

fronting Lancaster Street.

Phase 5c includes the 235 Oxford St. building, streetscape improvements immediately surrounding the property and includes the alley behind the property.

8. *Comment – Submit surveys for 315 Cumberland Avenue, 197 & 201 Lancaster Street & 117 Preble Street.*
   Response – Additional surveys for 315 Cumberland Avenue, 197 &01 Lancaster, and 117 Preble Street have been provided as additional plans.

9. *Comment – The deed for 197 Oxford Street & 31 Cedar Street were submitted, but not included in MDP materials. Clarify whether these properties are intended to be included in the MDP or serve an ancillary function for properties within the MDP.*
   Response – 197 Oxford Street & 31 Cedar Street are not to be included in the MDP or serve an ancillary function for properties within the MDP.

10. *Comment – Submit RTI Documentation for: 117 Preble Street, 158 Lancaster Street, 197 Lancaster Street, 201 Lancaster Street, 60 Elm Street, and 315 Cumberland Avenue.*
    Response – Additional RTI documentation for the listed properties are included as part of this submission.

11. *Comment – Clarify boundaries of the proposed MDP, along with the submission of a narrative detailing the anticipated relationship, connections, programming, and improvement of parcels under common ownership outside of the MDP boundaries (i.e., 31 Cedar Street, 158 Lancaster Street, and 197 Oxford Street).*
    Response – Boundaries of the proposed MDP have been added to the Site Plan. As the existing neighborhood street/sidewalk network is already a well planned grid, the existing connectivity provides the commonly owned parcels with a natural connection to those identified within the boundaries of the MDP. The precedents established through the MDP process specific to pedestrian level materiality, tree canopy, sidewalk lighting, etc. will be referenced and integrated into commonly owned parcels outside of the MDP during anticipated future site plan applications as those plans start to materialize.

12. *Comment – Update site plan sheets to clearly indicate lot lines. All proposed lot line adjustments and consolidations should be identified on plan sheets and the site plan set should include a separate plan sheet solely identifying lot modifications.*
    Response – A plan is included as C-11 which shows proposed lot modifications. Revised property lines are shown in red on sheet C-11 and are reflected in all plans.

13. *Comment – Resubmit utility and grading & drainage sheets to detail the entirety of the proposed MDP. All future MDP site plan set submissions should detail the entirety of the proposed MDP boundaries.*
    Response – The plans have been revised to include the entirety of the site, including the lot at 315 Cumberland Ave.

14. *Comment - A plan sheet shall be submitted for landscaping to detail the proposed landscaping for the site.*

Response – See attached site plans and annotated perspective sections which identify a conceptual level approach for landscape architecture/site design /site features/hard and soft materiality for the site. More detailed plans will be submitted with the site plan approval for each of the parcels.

15. *Comment – The submitted Master Site Plan identifies 'Public Spaces', which appears to mean on-street parking. Update label to on-street parking. Off-street parking available to the public should be noted in a separate category.*
Response – Labels on the Master Site Plan have been revised for on- and off-street parking.

16. *Comment – Application documents shall remove all references to the required number of parking spaces for each of the proposed phases. Off-street parking requirements shall be set by the Planning Board, based on information provided through parking studies and findings from the Traffic Movement Permit and the development of a Transportation Demand Management (TDM) Plan.*
Response – Application documents have been revised to remove required number of parking spaces.

17. *Comment – The list of abutters included for the TMP does not include all property owners that meet the MaineDOT definition of an abutter. MaineDOT defines an abutter as any property that shares a property line with the Development Area or is directly across any roadway from the Development Area. 89 Elm Street is one of the subject properties of the TMP and has frontage on the southern side of Cedar Street. Notices of Intent to File were not sent to property owners on the northern side of Cedar Street. Resubmit an updated TMP application that includes all applicable abutters and includes evidence that notices were sent to all applicable abutters.*
Response – Abutters list for the updated TMP has been revised to include property owners on the northern side of Cedar Street.

18. *Comment – Zoning Assessments need to be resubmitted to be site specific and include individual assessments for each parcel. Currently, they only show an analysis of the proposed zoning for the consolidation of 60 & 66 Elm Street, for which the consolidation is not indicated on the master site plan.*
Response – Updated zoning assessments for all parcels within the MDP with proposed buildings are provided in the revised submission materials.

Traffic Review Comments - Tom Errico, TY Lin – Dated 2/10/23

1. *Comment – I have provided comments to the applicant regarding the Traffic Movement Permit Application which needs to be revised. The comments included the following:*
   - *The level of TMP should be based on an unadjusted Trip Generation estimate. This project is a 200+ TMP.*
   - *The Notice of Intent should also note the unadjusted trip generation (Generator) for the project prior to adjustments for internal capture and pass-by reductions.*
   - *Internal capture adjustments are typically applied for developments in self-contained sites and not within a downtown CBD area. This should be revisited and back up documentation for similar sites should be provided if adjustments are to be incorporated.*
   - *The assumption for multi-modal trips is higher than expected. While the site is certainly conducive to walk, transit and bike trips, additional local information is suggested, before approval of a mode split estimate can be made.*

2. *Comment - A TMP Scoping meeting will be scheduled upon receipt of the revised TMP Application that addresses the above comments.*

3. *Comment - Back up information regarding the distribution of site trips shall be provided.*

4. *Comment - Greater detail is required regarding plans to convert Oxford Street to a two-way street. At a minimum this shall include on-street parking impacts, existing roadway widths, the need to widen the street, and intersection conditions (turning movements and traffic control).*

5. *Comment - While there are no High Crash Locations identified in the vicinity of the project, there may be locations with high crash rates (Marginal Way/Preble Street/Elm Street) that will likely be requested for evaluation. Specific locations will be identified at the TMP scoping meeting.*

6. *Comment - A detailed pedestrian and bicycle facility evaluation within the study area will be required in conjunction with the TMP. The scope of this evaluation will be discussed at the TMP scoping meeting.*

7. *Comment - The proposed project will be modifying driveways along public streets. Documentation on the number of driveways and location of driveways shall be specifically evaluated as it relates to complying with the city's Technical Standards.*

8. *Comment - The applicant shall provide specific information on parking conditions both in the Public Market garage and on surface parking lots that are being impacted. This shall include existing parking usage and any previous site plan requirements for use of the parking facilities.*

   Response – The project's traffic engineer, VHB, has had a TMP scoping meeting with the City Traffic Engineer, Tom Errico, in response to the original TMP application & their communication is ongoing. A subsequent TMP application has been filed and is awaiting review. Further progression of the transportation aspects of the application will be presented in subsequent application materials.

Design Review Comments – Sean King, Zachary Powell, Kevin Kraft, City of Portland – Dated 3/9/23

1. *Comment – The proposed MDP is a collection of existing properties of various dimensions within the West Bayside neighborhood. Multiple zoning districts comprise the development area and the existing pattern of development contains large building footprints facing the street with multiple surface parking lots that the applicant proposes for infill development. In addition, smaller scale residential buildings ranging between two- to three-stories are concentrated along Cedar and Oxford streets.*

   The Bayside Height Overlay Map defines allowable building heights to indicate several blocks that require transitional heights to the surrounding residential neighborhood. City staff finds that the proposed buildings heights are appropriate and recommend the Applicant maximize building heights at significant corner intersections of Elm Street & Lancaster and Elm Street & Oxford as visual anchors for the neighborhood. The preservation of several existing structures shall inform the proposed infill development with transitions in building height, massing and articulation. At the perimeter if the MDP properties are residential buildings of lower heights to the east and west, and larger floor plate buildings to the north.
   Response – We concur with the goal to articulate primary corners of the buildings to create visual focal points or anchors for the neighborhood. During the site plan application process for each parcel, we will develop the conceptual elevations.

2. *Comment – The proposed MDP identifies various street typologies, City staff requests that the Applicant identify the function for each and provide streetscape guidelines for proposed improvements. Streetscape guidelines shall correspond to the MDP street typologies and include: a palette of surface materials to encourage walkability, calm traffic and connect, visually or physically to the Bayside Trail; sidewalk widths to accommodate street trees; tree wells; permanent outdoor seating; ornamental street lighting, and other pedestrian amenities in the furnishing zone. The Applicant should work with the City's Parks Department to coordinate on proposed improvements to ensure changes align with the ongoing Portland Tree Canopy Project in Bayside neighborhood. City staff has prioritized the following streets and pedestrian passages to promote connectivity, traffic calming, on-street parking, and amenities for pedestrians:*
   - *Shared Street (Lancaster Street between Preble Street & Elm Street, Kennebec Street between Elm Street & Chestnut Street) – Correspond to a lower traffic demand and encourage appropriate traffic calming measures to include appropriate sidewalk widths, street trees and landscaping, street lighting, articulated surface paving, enhanced crosswalks, signage and street furnishings, including pedestrian-scaled wayfinding locations.*
   - *Neighborhood Main (Lancaster Street) – Enhance pedestrian character with unified material palette to include appropriate sidewalk widths, street trees and landscaping, street lighting, surface paving, enhanced crosswalks, signage and street furnishings, including pedestrian-scaled wayfinding locations.*
   - *Neighborhood Connector (Preble Street, Elm Street, Kennebec Street, Oxford Street & Cumberland Avenue) – Demonstrate safe pedestrian crossings with improvements including, but not limited to, clear pedestrian-scaled wayfinding.*

- *Parkway (Chestnut Street) – Connect to Bayside Trail and surrounding neighborhood with appropriate sidewalks width to accommodate for street trees, street lighting and street furnishings, including wayfinding locations.*
- *Neighborhood Street (Cedar Street) – Establish sidewalks that allow for street trees and street lighting and facilitate on-street parking.*
- *Pedestrian passages – Opportunities for mid-block permeability is encouraged to allow for comfortable pedestrian passage and provide breaks in buildings lengths that exceed two hundred feet.*

Response – See attached site plan diagrams, illustrative site plan and annotated perspective sections which identify a conceptual level approach for landscape architecture/site design/site features/hard and soft materiality for the site. More detailed plans will be submitted with the site plan approval for each of the phased building development packages.

3. *Comment – The proposed MDP indicates a quarter-mile radius from Elm Street and Lancaster Street for proximity to existing open spaces, including Deering Oaks, Monument Square, and the Bayside Trail, with smaller neighborhood open spaces and pocket parks less dispersed within the West Bayside neighborhood. The proposal includes a permanent linear park and plaza between Preble and Elm Streets along Lancaster Street, pedestrian connections between buildings throughout the development to provide access between streets and access lanes. City staff requests that the Applicant provide program description for each open space typology with guidelines for shared use streets and service access to allow for pedestrians, plazas and pocket parks as a network of publicly accessible spaces. City staff recommends the applicant continue to consider other open space opportunities both within and outside of the MDP boundaries.*

Response – 1) Please refer to the updated 'Open Space Typologies' Exhibit L2 diagram. All typologies in the 'Open Space' category are privately owned spaces but are intended to be publicly accessible.

The Linear Parklet is located at new prominent intersection of Preble and Lancaster Street and is intended to be a signature gateway space announcing the development from surrounding urban fabric. The space will include a unique site feature e.g. water feature or public art that will provide both punctuation and wayfinding within the development and surrounding district. The space will also include areas for outdoor dining adjacent to proposed ground floor retail and passive seating and gathering spaces for the public. The space will also include higher end finishes and design elements e.g. seating planter walls, integrated lighting elements, paving, low level and tree plantings.

The Major Publicly Accessible Open Space will be a passive, greener counterpoint to the Linear Parklet and will add 5,000 sf of open space to the masterplan. This space provides outdoor spill out space from the adjoining ground floor retail and provide a greener respite for residents and visitors to the neighborhood. This lawn is intended to be a flexible use space that can be converted to small outdoor event space for residents and the community.

The remaining 'Publicly Accessible Open Spaces" are small, distributed open space amenities and intended to provide a variety of open space program.

2) The applicant has clarified via the 'Open Space Connections' diagram Exhibit L1 the improved sidewalk connections to surrounding off-site open spaces. We have also added a significant new "Major Open Space" along Lancaster Street in response to recent comments.

4. *Comment – Existing buildings within the proposed MDP range in use from multi-family, office, retail, social and health services, education facilities and structured parking. The architectural character of existing buildings demonstrates a clear visibility along street frontages with groundlevel windows and pedestrian scaled entrances. Existing services and surface parking are typically located towards the rear of properties, although several surface parking lots along frontages create voids that diminish the street wall. Primary entrances shall front the major streets, significant corner intersections shall demonstrate a clear architectural character.*
   Response – Primary entrances shall front major streets. See attached plan Exhibit L3 that identifies location of entrances, loading and service access.

5. *Comment – In addition to the MDP review standards, the application will be reviewed for general compliance with design and development standards of the zone in which it is located including, B-3 Downtown Business Zone, Appendix 1; B-7 Bayside Mixed-Use Urban District Zone, Appendix 4; Two-family, special needs independent living units, multiple-family, lodging houses, bed and breakfasts and emergency shelters; Small residential lot development located in the R-6 Zone. Future Site Plan applications, projects will be reviewed against relevant standards.*
   Response – Noted. Future site plan applications will be designed in accordance to relevant standards.

General comments from landscape and site preservation perspective

1. *Comment – Applaud the considerations for varied building facade dimensionality in proposed architecture and appreciate the dense use of street tree plantings shown along Lancaster street and attention given to public spaces. Thank you*
   Response – Noted. Efforts to ensure this application and future Site Plans throughout the project will continue.

2. *Comment – Can parking capacity be increased by having ground level parking under new structures, or expand structures ?*
   Response – The goal is to dedicate as much as the ground floors as possible to retail uses to create an active street scape. Adequate parking is available in the existing parking structure to support the proposed residential uses.

3. *Comment – Please include / explain considerations given to existing community garden programming at Oxford Street and Bayside Community gardens. If these are negatively impacted, what is a mitigation plan for providing these important programming spaces for the neighborhood?*
   Response – The community garden spaces are continuing to operate as they have prior to acquisition of the property. Continued access to water supply and waste disposal is in place. Authorization to increase the number of planting beds along the Hall Ct corridor has been granted for the upcoming planting season. A commitment to support the volunteer effort with in-kind donations (materials and labor) has been offered and is awaiting acceptance to confirm when and how. The applicant has requested a meeting with relevant garden representatives and a time to meet in person is trending towards the week of April 17th or April 24th to discuss.

4. *Comment – Any tree planting requirements that are not able to be accommodated on site shall have compensation funding deposited to the City of Portland Parks Tree replacement fund.*
   Response – Noted. Tree planting requirements for each individual site can be determined with forthcoming Site Plan applications.

5. *Comment – Can proposed street tree elements have occasional or frequent infiltration capacity for flooding / stormwater absorption?*
   Response – Specific street tree elements will be addressed during individual Site Plan applications. Street trees will be given adequate soil volume at or above the planting bed requirements of the technical manual to ensure tree survival. Additional measures to increase soil volume, such as Silva Cells, are being considered to support the street trees at direction of Portland Parks Department. Opportunities for flooding and stormwater absorption will be considered during individual site designs.

6. *Comment – Question regarding proposed utility treatments along street tree planting coordinators and planting space. Are overhead lines or buried utilities going to be associated with the street tree and public space areas?*
   a. *If so, ensure street tree locations, berms, or large shrubs shall not be placed over buried utilities. Horizontal clearances from the trunk of any tree or shrub to any buried utility will be at least 3 feet unless an exception is granted by the utility company.*

b. *For overhead line circumstances, no medium or large trees shall be planted directly under or within 15' (20' preferred of overhead utility line.)*

Response – Street tree locations will be selected to avoid conflicts with proposed and existing utilities. Where trees are to be planted below overhead utility lines, smaller species shall be selected.

7. *Comment – Street Trees, Tree boxes or wells with borders - General detail suggestion for any circumstances of tree wells with vertical edging:*
   a. *In general, tree grate and tree well details from the city are minimums*
      i. *Where possible, especially in important urban use areas, it is strongly suggested applicants will provide more volume and area for tree roots and tree establishment.*
      ii. *Consider permeable hardscape materials that can be compatible with street tree plantings and root development beyond immediate tree well footprints.*
      iii. *Please ensure soil spec is developed for any tree well and tree grate circumstances to ensure proper soil mix is installed and not gravel.*
   b. *Maintain a clear distance of 3 feet from a crosswalk or paved bus stop landing, 6 feet from an entrance to an alley or street corner, and 4 feet from a parking meter or fire hydrant*
   c. *Borders include low fencing or curbs around tree box areas. For the safety of people exiting vehicles,borders should not be placed on the curbside of the tree space*
   d. *Include plants that have a shallow root system and that grow less than 18 inches in height, and be planted a minimum of 2' from the edge of the trunk to protect root flare. Consult with City arborist or arborist representative for alternate design concepts, plant selections or circumstances.*

Response – All noted and applicant agrees with comments. The applicant will apply as part of the site plan approval packages for each of the phased building development packages.

8. *Comment – All plantings should be species that are winter hardy to zone 5a or lower temperature zone (ie zone 4, 3 etc.)*
   a. *Native species are preferred*
   b. *Non-invasive species are required*
   c. *Trees should be selected for compacted soil durability, salt tolerance, strong branch structure, and other urban planting requirements.*
   d. *Monocultural plantings are to be avoided if possible*
   e. *Species locations should accommodate all manner of sight lines / triangles, appropriate offsets from building entrances or egresses, delivery areas and service programs for buildings and circulation types in the space.*

Response –

a.

i. Applicant will optimize soil volumes by either creating sufficiently sized (to meet or exceed Portland standards) tree planter wells or contiguous subsurface soil structure systems e.g., structural CU soils or equal or silva cells or equal. These approaches and systems will be studied as part of the site plan approval packages for each of the phased building

development packages.

ii. The applicant will study and apply where applicable and where possible as part of the site plan approval packages for each of the phased building development packages.

iii. The applicant will apply as part of the site plan approval packages for each of the phased building development packages.

b. Noted. The applicant will apply as part of the site plan approval packages for each of the phased building development packages.

c. Noted. The applicant will apply as part of the site plan approval packages for each of the phased building development packages.

d. Noted. The applicant will apply as part of the site plan approval packages for each of the phased building development packages.

9. *Comment – For proposed park and public space environments, due care and consideration shall be given to microclimates and multi season use and maintenance.*
   Response – All noted and applicant agrees with comments. The applicant will apply as part of the site plan approval packages for each of the phased building development packages.

10. *Comment – Will irrigation be proposed for any landscape, lawn, or significant planting elements?*
    Response – Irrigation will be provided for softscape/planting areas within each building property. The applicant intends to water (via gator bags) all proposed street trees and planters within the street ROW.

11. *Comment – Sheet 6 Consistency with city master development plan standards pdf v1 - sheet 2 - What is the dashed circle representing? Consider showing 5 minute and 10 minute walking radii. Consider showing significant parking deck infrastructure or other sources of pedestrian activity.*
    Response – Please refer to the "Existing Open Space Connections" Diagram Exhibit L1.

12. *Comment – Neighborhood Context Statement - general - The Bayside neighborhood has had significant effort and requests made to improve conditions for street tree infrastructure and replacement of lost and degraded urban canopy.*
    - *Making strong efforts to accommodate significant space and thoughtful design for shade trees and street trees generally will be important to develop in the visioning and detailing of this projects urban outdoor environment.*
    - *Applicant is encouraged to coordinate with Alex Marshall in the Parks Division for specific efforts on Bayside canopy enhancement work. Amarshall@portlandmaine.gov*

    Response – The applicant has met with Alex Marshall and the Parks Division and will continue to collaborate with the team to ensure the proposed development is coordinated with the ongoing efforts for improved street tree infrastructure.

13. *Comment – Streetscape pdf V1 sheets 4 & 5 - tree proximity to buildings is extreme, preferred recommendation is to consider wider offset if possible. If not, provide an example / character of compact / fastigite cultivars proposed.*
    - *Will heights of buildings along Lancaster and along cross street networks significant reduce or impact sunlight requirements for trees and plantings?*

    Response – The applicant will specify appropriately sized trees for proposed sidewalks. This detail will be submitted with the site plan approval for each of the phased building development packages.

    Heights of proposed buildings will impact the sunlight for the street ROW to varying degrees. That said, street trees can be successful if appropriate soil volumes, care and maintenance is provided.

14. *Comment – Streetscape pdf V1 - sheet 4 - shared space section elevation - if edge of walks or curbing is to be eliminated in these areas, consider expanding tree planting areas to give more survival success to street tree plantings.*
    Response – Noted. Please refer to response for item 7 a, i.

15. *Comment – Streetscape pdf V1 - sheet 5 - 1' swing offset for car door is appreciated, but feels like a lost opportunity for increase planter space for tree well. Consider flush or low street side edge for any tree well elements alongside street / parking areas to accommodate door clearance, and add to more tree well space.*
    Response – Noted. The applicant will study for locations where road curbs are flush with sidewalk.

DPW Development Review Comments – Dated 3-10-23

DPW Transportation:

1. *Comment – DPW has reviewed this submission with Tom and has no additional comments at this time.*
   Response – Noted, thank you.

DPW Water Resources

1. *Comment – The Department of Public Works Water Resources Division can not conclude at this time that the combined sewer and storm drain systems in the MDP project area have sufficient capacity to serve the proposed West Bayside Master Development Plan. This finding is based on the projected additional sanitary flow rates the applicant is proposing to add to the sewer system, the proposed sewer and storm drain connection into the City's systems as shown on the MDP utility plan and drainage plan and the known capacity issues within these systems during wet weather events.*
   Response – Noted. Following the March 20, 2023 meeting with DPW Water Resources, Acorn and the development team will continue to assess onsite detention for stormwater, alternate connection locations, and upgrades to existing sewer infrastructure with DPW to serve the needs of the project.

2. *Comment – The proposed dry weather sanitary sewer inputs into the combined sewer system will reduce wet weather flow capacity in the combined sewer lines within the project vicinity. This will lead to increased Combined Sewer Overflow (CSO) volumes in the sewershed. The project area is located in the Back Cove South Sewershed which produces the most CSO volume City wide on an annual basis. Mitigation of CSO's in this sewershed is a federal mandate as part of the City's CSO consent decree administered by the EPA and Maine DEP.*
   Response – On-site detention will be utilized to reduce wet weather flow to the combined sewer lines. MS4 extensions are being analyzed for feasibility along Oxford and Chestnut Streets at the direction of DPW, and an MS4 extension for Lancaster Street is being designed for coordination with the 89 Elm Street Site Plan.

3. *Comment – The West Bayside MDP project proposes several significant connections into public combined sewer and storm drain systems which are prone to frequent flooding. This flooding occurs as a result of system wide capacity issues associated with stormwater runoff from the heavily developed urban watershed, tidal surcharges, the low lying elevation of the area and increasing high intensity rainfall events associated with climate change.*
   Response – On-site detention will be utilized to reduce wet weather flow to the combined sewer lines.

4. *Comment - DPW will authorize new connections to the sewer and storm drain from the proposed development area if the applicant can provide on-site stormwater detention volume equal to the greater of;*
   - *1" of rainfall over the entire redeveloped area on the parcel or;*
   - *The projected average 24 hour daily sanitary flow each parcel is proposing to add to the system.*

   Response – On-site detention will be utilized for the proposed building sites. Where some sites may not contain area for on-site detention, systems shall be oversized

on other sites to compensate. Per the 3/20/23 meeting with DPW Water Resources, this may be an acceptable method of detention. Possible stormwater detention areas have been noted on the revised grading & drainage plan.

5. *Comment – The overflow diversion elevation of the detention system should be set at the top of the proposed system to ensure storage in the system is maximized prior to overflows discharging into the City's systems during larger storm events.*
   Response – Overflow elevations will be set to maximize on-site stormwater storage prior to discharging into the City's systems.

6. *Comment – The maximum permissible stormwater outflow rate into the City's system during the design storm event shall be less than or equal to 0.1 CFS per acre of watershed area draining to the detention system.*
   Response – Stormwater outflow rates into the City's system during the design storm event shall be less than or equal to 0.1 CFS per acre of watershed area. HydroCAD models of proposed stormwater systems shall be developed as the sites are designed to ensure these flows.

7. *Comment – DPW would encourage further stormwater detention be provided for each parcel to help contribute to the City's Climate Resiliency goals for the Bayside neighborhoods.*
   Response – Stormwater detention will be provided to the maximum extent practicable. Proposed stormwater detention areas have been added to the grading & drainage plan.

8. *Comment - All other City and Maine DEP stormwater regulations and requirements for redevelopment projects will still apply.*
   Response – All applicable stormwater regulations and requirements will be met by the proposed project.

9. *Comment - The applicant's surveyor and engineer should make a formal plan request to the DPW engineering archivist to obtain record City sewer/storm infrastructure being sought after. Once this information has been obtained please reach out with any clarifying questions. DPW would be pleased to sit down with the applicant's engineering team to review the system configuration in this area once the documents have been obtained by the applicant and the existing condition plan has been updated to reflect the information.*
   Response – Additional information has been received from the City archivist and the existing conditions are updated based on the information.

10. *Comment - Water Resources has questions/concerns about street drainage functionality along the section of Lancaster Street being proposed to be converted to a curbless/shared street. We feel that further information on the proposed design of this street section should be submitted and reviewed as part of the MDP process so baseline elements of the design can be agreed to as part of the overall Master Plan.*
    Response – A street cross section for the shared street prepared by Acorn Engineering is included in this resubmission. Additional information on materiality is included as Exhibit L-9.

General notes on proposed sanitary sewer and storm drain connections:

11. Comment – 195 Lancaster Street

- *Proposed Sanitary Sewer Connection: 8" sewer in Elm Street*
- *DPR WR Comment: 8" sewer line does not appear in the City's GIS system. Further research is needed to determine if the line is active and where it routes. We suggest this connection be made to the 15" combined sewer in Elm Street located near the centerline of Elm Street.*
- *Proposed Storm Drain Connection: 15" combined sewer in Elm Street.*
- *DPW WR comment: Make connection into 24" storm drain in Preble Street with Detention listed above.*

12. Comment – 196 Lancaster Street

- *Proposed Sanitary Sewer connection : 18" combined sewer in Preble Street.*
- *DPW WR Comment: Connection acceptable*
- *Proposed City Storm Drain Connection: 24" storm drain in Preble Street.*
- *DPW WR Comment: Connection acceptable. Provide stormwater detention as listed above.*

13. Comment – 235 Oxford

- *Proposed Sanitary Sewer Connection: 18" combined sewer in Preble Street*
- *DPW WR Comment: Location Acceptable*
- *Proposed Storm Drain Connection: 24" storm drain in Preble Street*
- *DPW WR Comment: Connection acceptable. Provide stormwater detention as listed above.*

14. Comment – 60 Elm

- *Proposed Sanitary Sewer Connection Location: 10" sanitary Sewer in Oxford Street.*
- *DPW WR Comment: Connection location acceptable. Sewer does not connect to storm drain at Preble Street as shown on the Utility Plan. The EC plan will need to be updated to show the correct configuration of the existing city sewer line.*
- *Proposed Storm Drain Connection: 18" oval brick combined sewer in Cedar Street*
- *DPW WR Comment: Connection acceptable. Provide stormwater detention as listed above.*

15. Comment – 89 Elm and 50 Cedar

- *Proposed Sanitary Sewer Connection Location: 18" Oval Brick combined sewer in Cedar Street.*
- *DPW WR Comment: Connection Location acceptable. The City is currently assessing the existing condition of the sewer line and may require it to be upgraded in pipe condition is poor.*
- *Proposed Storm Drain Connection: 18" Oval Brick combined sewer in Cedar Street.*
- *DPW WR Comment: Connection acceptable. Provide stormwater detention as listed above.*

16. Comment – 163, 158, 149 Lancaster

- *Proposed Sanitary Sewer Connection Locations: 44" brick combined sewer in Lancaster Street.*

- *DPW WR Comment: Existing "feeder" sewer lines were installed parallel to the Lancaster Street Sewer interceptor line. The feeder lines shall connect to the Lancaster sewer via an existing manhole. The applicant shall show these lines on the existing condition plan and make connections to the feeder lines to limit new manholes being installed on the 44" combined sewer interceptor line. DPW will assess the condition of the feeder lines and provide further information. Upgrades to these feeder lines may be required prior to new connections being made if the condition of the existing pipe is determined to be poor.*
- *Proposed Storm Drain Connection: 44" Brick combined sewer line in Lancaster Street*
- *DPW WR Comment: Extend 18" storm drain pipe up Chestnut Street from the Somerset intersection and make connection to the separated storm drain system. Provide stormwater detention as listed above.*

Response – Thank you for the analysis of the previously shown sanitary and storm drain sewer connections. We have revised the Master Utility Plan according to the comments and the progression of our designs. The utility locations will be finalized as individual building designs are progressed with their corresponding Site Plan applications.

DPW Transportation Programming Comments – Bruce Hyman - Dated 3-14-23

1. *Comment – The Traffic Analysis memo (dated December 23, 2022) contains inventory maps that document the locations of bicycle, pedestrian and transit infrastructure and routes. This inventory does not include, though, a qualitative assessment of how well the existing conditions and potential enhancements by the project (with the exception of a portion of Lancaster Street) would contribute to and achieve many of the neighborhood-level elements of the Neighborhood Context Statement's Placemaking Framework such as Foster Real Walkability or Create Places that Connect People.*
   Response –The streetscapes within the demarcated MPD will be improved to create a significantly improved pedestrian environment and will include the following:

   Tree lined streets that will meet or exceed Portland City standards with regards spacing and soil volumes. Furnishing zones that will provide open space-like amenities for the neighborhood such as seating, bike racks, trash receptacles, lighting, district gateway features and expanded areas for outdoor dining. The sidewalks will also include well dimensioned pedestrian zones.

2. *Comment – The Traffic Analysis memo also proposes a target for the project to achieve a high percentage of multimodal trips that will require the desired high quality pedestrian and transit-oriented development context but should also reflect the need for reinforcement by a strong transportation demand management plan and program that will be part of subsequent applications.*
   Response - Noted, future site plan applications will be submitted with Transportation Demand Management Plans which will reinforce the percentage of multimodal trips referenced in the Traffic Analysis Memo.

Please let us know if you have any additional questions or comments.

Sincerely,

Will Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.

LEVINE PLANNING STRATEGIES
Tools for Building Communities

Levine Planning Strategies, LLC
PO Box 7215
Portland, ME 04112-7215
jlevine@levineplans.com
617-817-0424

SCHOOL ENROLLMENT PROJECTION

WEST BAYSIDE MASTER DEVELOPMENT PLAN

We have developed an estimate for the projected number of Portland Public School students in the multi-family housing expected to be built as part of the West Bayside Master Development Plan. Using available data on per-unit student enrollment from national sources, cross-checked against regional figures, we estimate that the 804 units of mixed-income housing will have between 53 and 82 students in the Portland Public School system. Since the development is planned in multiple stages over the course of approximately ten years, that means that an estimated five to eight new students will enter the system per year.

Details on methodology and sources follow.

Unit Profile

The Master Development Plan includes 804 units of housing in total, currently expected to include the following unit sizes:

Unit Size	89 Elm (below-market affordable)	Market Rate Units
Studio	34	271
1-bedroom	135	271
2-bedroom	32	60
TOTAL	**201**	**603**

These units will all be in mid-sized multi-family buildings, consisting of over 20 units per building.

Estimates of Public-School Enrollment

One of the most extensive studies of typical public-school enrollment from housing development is a 2020 report completed by the National Association of Home Builders (NAHB.)[1] That report studied public school enrollment by state, unit type and unit size, among other factors. It concluded that housing in Maine produces fewer school enrollments than national figures. Maine has the third lowest overall number of school enrollments per unit, below only Vermont and the District of Columbia. For

[1] Zhao, "One Public School Child for Every Three Homes," NAHB Economics and Housing Policy Group, 2020.

this reason, we expect that using national data from that study will serve as a higher limit on the actual numbers for this development.

This report further breaks out student enrollments by unit size and type. For studio, one-bedroom, and two-bedroom rental units nationally, average school enrollment is as follows:

Unit Size	Public School Children/Unit
1-bedroom	0.07
2-bedroom	0.35
3+-bedroom	0.87

Applying these figures to the projected unit types in the West Bayside development produces the following estimated enrollments:

Unit Size	Units	Public School Children/Unit	Total Public-School Children
Studio	305	0.07*	21
1-bedroom	406	0.07	28
2- bedroom	92	0.35	32
TOTAL	**804**		**82**

**- studio units are treated as one-bedroom units for this calculation, though they likely have lower coefficients*

Using these figures, we therefore estimate **82 public-school students in these 804 units**.

Alternate Methodology

Since the NAHB data did not differentiate between market-rate units and below-market affordable units, we developed a second estimate that did so. That study, completed in Newton, Massachusetts, used school enrollment data from apartment buildings and Newton Public Schools data to develop estimated school enrollment in a proposed new apartment-style housing development.[2] Newton is a suburban community that has a generally high number of students per household.

This study differentiated market-rate and below-market affordable development and estimated private school enrollment levels at 14 percent of all students. It developed the following coefficients:

Unit Size	School Children per Affordable Unit	School Children per Market Rate Unit
Studio & 1-bedroom	0.00	0.00
2-bedroom	0.918	0.192

Applying these figures to the West Bayside MDP unit mix produces the following results:

[2] "Newton Northland Development Fiscal Impact Analysis," Fougere Planning & Development, Inc., 2018.

Unit Size	89 Elm	Balance of MDP	School Children per Affordable Unit	School Children per Market Rate Unit	89 Elm School Children	Balance School Children	Total School Children	Total Public School Children
Studio	34	271	0	0	0	0	**0**	**0**
1-bedroom	135	271	0	0	0	0	**0**	**0**
2-bedroom	32	60	0.918	0.192	6	55	**61**	**53**
TOTAL	**201**	**603**			**6**	**55**	**61**	**53**

Using this methodology, we estimate a total of 61 school students in the MDP development overall, of which 53 will be Portland Public Schools students.

Summary

To summarize, we examined this issue using two methodologies and determined that the number of Portland Public School students expected from this Master Development Plan will be between 53 and 82 students, spread across the grades from Kindergarten to 12th grade. Since the development is planned in multiple stages over the course of approximately ten years, that means that an estimated five to eight new students will enter the system per year.

CITY OF PORTLAND
Planning & Urban Development Department

MASTER DEVELOPMENT PLAN
SUBMISSION CHECKLIST
GENERAL DOCUMENT AND DRAWINGS CHECKLIST

Please submit each document as a separate PDF file.
Please confirm by electronically checking the boxes to the left.

**** PLEASE FILL OUT AND UPLOAD SEPARATELY THE ZONING ASSESSMENT TABLE AND WAIVER TABLE AS NOTED BELOW ****

GENERAL APPLICATION DOCUMENTS	
Yes NA	**Project Description** • Cover letter with detailed project description
Yes NA	**Completed Checklist – Master Development Plan** (this document)
Yes NA	**Evidence of Right, Title and Interest** • Deeds, leases, or purchase and sales agreements
Yes NA	**Evidence of State or Federal Approvals, if applicable** • Permits or letters of non-jurisdiction, if applicable
Yes NA	**Zoning Assessment** (see Zoning Assessment Table) • Table listing required and proposed uses and dimensional standards
Yes NA	**Assessment of Compliance with Master Development Plan Standards (see Article 14.7)**
Yes NA	**Existing and/or Proposed Easements or Covenants, if applicable** • Evidence of existing easements and any proposed easements
Yes NA	**Waiver Requests** • Written request for waiver describing request and reason Waiver Table
Yes NA	**Financial Capability** • Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
Yes NA	**Technical Capability** • Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

MASTER DEVELOPMENT
STANDARDS AND SUBMISSION CHECKLIST

Provide assessment of compliance with master development plan standards and include supplemental documentation below, as applicable. Please submit each document as a separate PDF file.

NEIGHBORHOOD CONTEXT	
Yes NA	**Neighborhood Context Statement** • Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)
SITE ANALYSIS	
Yes NA	**Natural Features and Open Space** • An analysis of existing and/or adjacent natural waterways, wetlands, floodplains topography, soil conditions and other natural features, as applicable. • Evidence demonstrating the provision of sufficient onsite open space to serve resident needs throughout all project phases, including interim spaces to be temporarily programmed as open space in advance of buildout of future phases
Yes NA	**View and Historic Features** • A study of the designated view corridors, historic resources, and archaeological resources associated with the site.
Yes **NA**	**Public Safety** • A summary of the public safety services needed to support the Master Development Plan.
Yes **NA**	**School Impacts** • An analysis of the anticipated impacts on the public school system to support the Master Development Plan
Yes NA	**Traffic Analysis** • A traffic impact analysis and recommendations prepared by a registered professional engineer, including current traffic counts for streets surrounding the project, analysis of existing capacity, projections of the amount of traffic that will be generated by the project, and the ability of the street system to absorb the traffic. (Note: In cases when a Master Development Plan is subject to a Traffic Movement Permit, those submission requirements shall supersede.)

Yes **NA**	**Utilities** • A utility capacity report, including recommendations for needed improvements, prepared by a registered professional engineer, including an inventory of existing utilities (storm sewers and drains, sanitary sewers, electrical lines, fire alarm boxes and lines, gas lines/mains, water mains, lighting, lines, gas lines/mains, water mains, lighting, curb and gutter, etc.), documenting utility locations, sizes, diameters, carrying capacity and present load on the system, and the systems' capacity to adequately serve the proposed development. (Note: If the current utility system is found to be inadequate for the proposed development, the report shall confirm the deficiencies and make recommendation(s) as to the infrastructure improvements necessary to properly service the proposed development and maintain the existing service. The report shall also present a formal plan for infrastructure improvements, documenting timing, funding mechanisms and coordination with the City)
Yes **NA**	**Other Information** • Other supportive information that may be beneficial in the evaluation of the Master Development Plan.

MASTER DEVELOPMENT PLAN
DRAWINGS CHECKLIST

Please upload the following DRAWINGS with the listed details into e-Plan as separate pdfs.

All drawings must be submitted in a 24 x 36 sheet size.

NEIGHBORHOOD CONTEXT MAP (scale of note less than 1"=100')

- Roads
- Utilities
- Public facilities
- Major existing buildings and structures

CONCEPTUAL SITE PLAN(s) (at a scale of not less than 1"=50')

General Requirements

- North arrow
- Date
- Scale
- Legend
- Title of Master Development Plan and Project Name
- Applicant name and address
- Preparer/Applicant Representative name and address

Existing Conditions Plan

- Approximate boundary lines of existing lots within and immediately adjacent to Master Development Plan project area, with approximate areas and dimensions
- Existing buildings and other significant structures, building groupings, parking areas, and other significant features of the site
- Existing streets, including street width, ways, easements, and any public areas within or next to the site
- Existing natural waterways, wetlands, floodplains, topography, soil conditions, and other natural features
- Existing utilities on site and within adjacent public streets (storm sewers and drains, sanitary sewers, electrical lines, fire alarm boxes and lines, gas lines, water mains, lighting, curb and gutter, and etc.)
- Designated view corridors, historic resources, archeological resources
- Approximate location of structures on abutting property
- Topography (two foot contours)
- Zoning boundary lines, including overlays

Proposed Site Layout Plan

- Approximate boundary lines of proposed lots within and immediately adjacent to Master Development Plan project area, with appropriate areas and dimensions
- Proposed buildings and other significant structures, building groupings, exterior building elevations and entrances, parking areas, and other significant physical features of the site
- Major circulation patterns surrounding and serving the site, proposed streets (including width), ways, easements, and any public areas within or next to the site

- Major landscaping elements, features, open space, and plans for preservation of significant natural features

Proposed Utility Plan

- Proposed location, sizing and directional flows of all existing and proposed utilities (storm sewers and drains, sanitary sewers, electrical lines, fire alarm boxes and lines, gas lines, water mains, lighting, curb and gutter, and etc.

Grading and Drainage Plan

- Generalized drainage plan for the site, including drainage ways, flow, points of outfall and annotations to indicate impacts of development on affected drainage basins
- Contour information of not less than two-foot intervals

Landscape Plan

- Major landscaping elements, features, and open space
- Plans for preservation of natural features

ARCHITECTURAL PLANS AND RENDERINGS

- Context drawings, perspective renderings, photographic montages, and/or computer-generated graphics depicting proposed development within context of neighborhood
- Elevations showing all sides of the structures, views of major entries or prominent building features, building articulation and elements, and finish composition
- Digital three-dimensional model of development site showing buildout for each phase, if applicable

BAYSIDE PORTLAND
MASTERPLAN VIEWS 195/196 LANCASTER SHARED STREET AND PARKLET

BAYSIDE PORTLAND

MASTERPLAN VIEWS 195/196 LANCASTER SHARED STREET AND PARKLET





BAYSIDE PORTLAND

MASTERPLAN VIEWS 195/196 LANCASTER SHARED STREET AND PARKLET

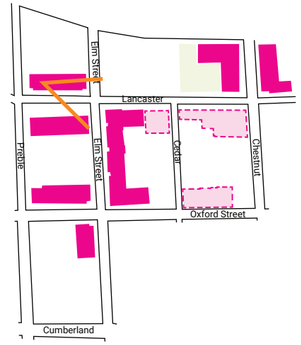




BAYSIDE PORTLAND

MASTERPLAN VIEWS 195/196 LANCASTER SHARED STREET AND PARKLET





Evidence of Right, Title and Interest

See attached deeds showing ownership for the proposed development parcels.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **73 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

Doc#: 51977 Bk:39779 Pg: 235

Received
Recorded Register of Deeds
Oct 13,2022 02:29:58P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, Parcel to 73 Elm Street LLC)

A CERTAIN LOT OR PARCEL OF LAND WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET AND THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 43° 45' 13" W ALONG SAID SIDELINE OF SAID ELM STREET 111.92 FEET; THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 46° 08' 15" E A DISTANCE OF 90.10 FEET;

S 43° 54' 25" E A DISTANCE OF 31.26 FEET;

N 49° 53' 31" E A DISTANCE OF 55.81 FEET TO THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 42° 36' 35" E ALONG THE LAND OF SAID NOWLIN 83.34 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 38' 53" W ALONG THE SIDELINE OF OXFORD STREET 144.34 FEET TO THE POINT OF BEGINNING, CONTAINING 14,879 S.F. OR 0.34 ACRES. MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET, THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE SOUTHWESTERLY SIDELINE OF CEDAR STREET AND IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN ON A PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 49° 39' 27" E ALONG SAID SIDELINE OF LANCASTER STREET EAST 210.57 FEET TO THE SOUTHWESTERLY SIDELINE OF CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG SAID SIDELINE OF CEDAR STREET 40.00 FEET TO THE NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF BAYSIDE IV, LLC AS DESCRIBED IN DEED BOOK 35293, PAGE 78;

THENCE, THE FOLLOWING COURSES AND DISTANCES ALONG SAID BAYSIDE IV, LLC LAND:

S 49° 39' 26" W A DISTANCE OF 117.00 FEET;

S 42° 13' 00" E A DISTANCE OF 39.96 FEET;

N 49° 39' 26" E A DISTANCE OF 117.89 FEET TO THE SOUTHWESTERLY SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 39.34 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF AMELIA A. LABRECK AS DESCRIBED IN DEED BOOK 37970, PAGE 11;

THENCE, BY THE FOLLOWING COURSES AND DISTANCES ALONG SAID LABRECK LAND:

S 48° 42' 12" W A DISTANCE OF 118.73 FEET;
S 42° 13' 00" E A DISTANCE OF 40.00 FEET;

N 48° 41' 30" E A DISTANCE OF 119.62 FEET TO THE SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 80.62 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 48° 41' 30" W ALONG SAID NOWLIN LAND 63.30 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 49°53'31" W A DISTANCE OF 55.81 FEET;

N 43°54'25" W A DISTANCE OF 31.26 FEET;

S 46°08'15" W A DISTANCE OF 90.10 FEET TO THE NORTHEASTERLY SIDELINE OF SAID ELM STREET;

THENCE, N 43°45'13" W ALONG THE SIDELINE OF ELM STREET 215.15 FEET TO THE POINT OF BEGINNING, CONTAINING 38,462 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:30:55P
Cumberland County
Jessica M. Spaulding

Doc#: 51979 Bk:39779 Pg: 239

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE III, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside III, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE III, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside III, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, CHESTNUT STREET, ELM STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE III, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY Of DEEDS IN PLAN BOOK 200, PAGE 42 (THE "PLAN'), BOUNDED AND DESCRIBED AS FOLLOWS:

THENCE S 48° 37' 47" W ALONG THE SIDELINE OF OXFORD STREET 167.19 FEET;

THENCE N 43° 29' 51" W 67.00 FEET;

THENCE N 48° 37' 47" E 35.54 FEET;

THENCE N 00° 14' 40" E 2.72 FEET;

THENCE N 52° 33' 00" E 18.73 FEET;

THENCE N 41° 16' 13" W 3.10 FEET;

THENCE N 49° 06' 44" E 109.65 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 70.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE PREMISES CONVEYED TO BAYSIDE III, LLC BY QUITCLAIM DEED FROM OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 193.

Received
Recorded Register of Deeds
Oct 13,2022 02:32:29P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 5- 50 Cedar Street)

A CERTAIN LOT OR PARCEL OF LAND WITH ALL THE BUILDINGS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CEDAR STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE LINE OF SAID STREET DISTANT TWO HUNDRED FORTY-FOUR AND FOUR TENTHS (244.4) FEET NORTHWESTERLY FROM OXFORD STREET AT THE NORTHERLY CORNER OF LAND SOLD BY THE ADMINISTRATOR OF WILLIAM WEBB'S ESTATE TO JOSIAH M. HASKELL AND RUNNING THENCE NORTHWESTERLY BY SAID CEDAR STREET FORTY (40) FEET TO A STAKE;

THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHWESTERLY SIDE OF SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE SOUTHWESTERLY SIDELINE OF LAND OF WHICH THE SAID WEBB DIED SEIZED;

THENCE SOUTHEASTERLY BY SAID SOUTHWESTERLY SIDELINE OF SAID WEBB'S LAND TO MOST WESTERLY CORNER OF SAID HASKELL'S LOT;

THENCE NORTHEASTERLY BY SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PREMISES CONVEYED BY DEED DATED NOVEMBER 16, 2018 FROM 50 CEDAR STREET, LLC, TO BAYSIDE IV, LLC, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 35293, PAGE 77, AND BY DEED RECORDED IN SAID REGISTRY AT BOOK 35293, PAGE 78.

Received
Recorded Register of Deeds
Oct 13,2022 02:35:36P
Cumberland County
Jessica M. Spaulding

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **149 LANCASTER STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE__
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF CHESTNUT STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF SAID CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF LANCASTER STREET;

THENCE BY THE NORTHEASTERLY SIDE OF CHESTNUT STREET N 44° 38' 26" W, A DISTANCE OF 165.33 FEET, TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET;

THENCE BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET N 49° 02' 07" E, A DISTANCE OF 84.95 FEET, TO THE NORTHWESTERLY CORNER OF LAND CONVEYED TO E. PERRY IRON AND METAL CO. AS DESCRIBED IN THE DEED RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 12604 PAGE 268;

THENCE BY LAND NOW OR FORMERLY OF SAID E. PERRY IRON AND METAL CO. ON THE FOLLOWING COURSES:

S 40° 57' 53" E, A DISTANCE OF 117.11 FEET;
N 49° 02' 47" E, A DISTANCE OF 40.11 FEET;
S 43° 43' 01" E, A DISTANCE OF 47.93 FEET, TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 02' 07" W, A DISTANCE OF 116.76 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:34:34P
Cumberland County
Jessica M. Spaulding

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 4)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET, AND THE NORTHEASTERLY SIDE OF CEDAR STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND STATE OF MAINE AND SHOWN AS PARCEL 4 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL. INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF CEDAR STREET;

THENCE N 43° 29' 51" W ALONG THE SIDELINE OF CEDAR STREET 64.50 FEET;
THENCE N 48° 37' 47" E 57.00 FEET;
THENCE S 43° 29' 51" E 64.50 FEET TO THE NORTHWESTERLY SIDELINE OF OXFORD STREET;
THENCE S 48° 37' 47" W ALONG SAID SIDELINE 57.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 4 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON. SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 78.04 FEET;
THENCE S 49° 06' 44" W 108.67 FEET;
THENCE S 43° 14' 05" E 39.95 FEET;
THENCE S 41°16' 13" E 3.10 FEET;
THENCE S 52° 33' 00" W 18.73 FEET;
THENCE S 00°14' 40" W 2.72 FEET;
THENCE S 48° 37' 47" W 35.54 FEET;
THENCE N 43° 29' 51" W 33.00 FEET;
THENCE S 48° 37' 47" W 57.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 23.00 FEET;
THENCE N 48°37' 47" E 113.42 FEET;
THENCE N 43° 14' 05' W 58.51 FEET TO THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;
THENCE ALONG SAID SIDELINE THE FOLLOWING COURSES AND DISTANCES:
N 33° 50' 09" E 19.40 FEET;
N 42° 14' 19" E 19.88 FEET;
N 49° 19' 48" E 68.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 3 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:33:19P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE I, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:25:54P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **196 LANCASTER STREET LLC** a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

_____

BAYSIDE I, LLC

By _____

Thomas A. Toye, III

Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____

Attorney at Law/~~Notary Public~~

_____

Printed Name Jason G. Howe, Esq.
Bar No. 0004860

Doc#: 51976 Bk:39779 Pg: 233

Received
Recorded Register of Deeds
Oct 13,2022 02:28:31P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, 196 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON SOUTHEASTERLY SIDE OF LANCASTER STREET EAST, THE SOUTHWESTERLY SIDE OF ELM STREET AND THE NORTHEASTERLY SIDE OF PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE Of MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC' MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST;

THENCE, N 49° 39' 27" E ALONG THE SIDELINE OF SAID LANCASTER STREET EAST 199.65 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 134.76 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 47° 34' 12" W A DISTANCE OF 93.02 FEET;

S 44° 45' 38" E A DISTANCE OF 7.27 FEET;

S 47° 31' 17" W A DISTANCE OF 109.53 FEET TO THE NORTHEASTERLY SIDELINE Of SAID PREBLE STREET;

THENCE, N 42° 34' 18" W ALONG THE SIDELINE OF PREBLE STREET 149.36 FEET TO THE POINT OF BEGINNING, CONTAINING 28,591 S.F. OR 0.66 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101,with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

_____

BAYSIDE I, LLC

By _____

Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 190 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON THE SOUTHWESTERLY SIDE OF ELM STREET, THE NORTHWESTERLY SIDE OF OXFORD STREET AND THE NORTHEASTERLY SIDE PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC" MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE NORTHWESTERLY SIDELINE OF OXFORD STREET;

THENCE, N 42°34'18" W ALONG THE SIDELINE OF SAID PREBLE STREET 182.30 FEET;

THENCE THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 47° 31' 17" E A DISTANCE OF 109.53 FEET;

N 44° 45' 38" W A DISTANCE OF 7.27 FEET;

N 47° 34' 12" E A DISTANCE OF 93.02 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 193.26 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 33' 13" W ALONG THE SIDELINE OF OXFORD STREET 206.30 FEET TO THE POINT OF BEGINNING. CONTAINING 38,301 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

EXHIBIT A
(Legal Description 62 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE BUILDINGS THEREON, SITUATED ON THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE N 48° 33' 13" E ALONG THE SOUTHERLY SIDE OF OXFORD STREET A DISTANCE OF 114.66 FEET;

THENCE, S 43° 08' 59" E BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO LAND NOW OR FORMERLY OF NORTHERN INVESTORS LLC AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHERN INVESTORS LLC AND BY THE FACE OF THE SAID BRICK BUILDING A DISTANCE OF 115.91 FEET TO THE EASTERLY SIDELINE OF SAID PREBLE STREET;

THENCE, N 42° 34' 00" W ALONG THE SIDELINE OF PREBLE STREET A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING, CONTAINING 14,526 S.F. OR 0.33 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:23:43P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACIUTY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:22:36P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 2 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDELINE OF HALL'S COURT;

THENCE S 49° 19' 48" W ALONG THE SIDELINE OF HALL'S COURT 112.65 FEET;

THENCE N 43° 29' 51" W 31.09 FEET;

THENCE N 49° 39' 27" E 112.08 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 30.48 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:21:12P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE I, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:25:54P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS that J.B. BROWN & SONS, a Maine corporation, of Portland, County of Cumberland and State of Maine (the "Grantor"), for full value and consideration paid, hereby grants to SCHLOTTERBECK BLOCK LLC, a Maine limited liability company, having a mailing address 104 Grant Street, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real estate in the City of Portland, County of Cumberland and State of Maine, being more particularly described in Exhibit A attached hereto and made a part hereof.

The property hereby conveyed is subject to the encumbrances listed on Exhibit B.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the 20th day of January, 2016.

WITNESS:

J.B. BROWN & SONS

By: _____
Vincent P. Veroneau
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND

January 20th, 2016

Personally appeared before me the above-named Vincent P. Veroneau, President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of J.B. Brown & Sons.

SEAL

_____
Notary Public/Attorney-at-Law
Print Name: _____
My Commission Expires: _____

JUDE A. CLUFF
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 27, 2020

Exhibit A

A certain lot or parcel of land with the buildings thereon, situated on the easterly side of Preble Street and the westerly side of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the easterly side line of Preble Street at a point twenty-eight (28) feet northerly, measured on said line from the northerly side line of Lancaster Street, said point being the southerly corner of land conveyed by Francis Fessenden to the Portland and Rochester Railroad by deed dated June 26, 1891 and recorded in the Cumberland County Registry of Deeds in Book 582, Page 23; thence easterly on a line parallel with said Lancaster Street along the southerly line of said land conveyed by said Fessenden, one hundred two and ninety-five hundredths (102.95) feet more or less, to land conveyed by Karl N. Murch to Cushman Baking Company by deed dated December 20, 1921 and recorded in said registry in Book 1091, Page 336; thence northerly along the westerly line of said last mentioned land four and ninety-seven hundredths (4.97) feet, more or less, to the southerly line of land conveyed by Mary J.E. Clapp to the Portland and Rochester Railroad by deed dated June 29, 1891 and recorded in said registry in Book 580, Page 338; thence easterly on a line parallel with said Lancaster Street, along the southerly line of said last mentioned land ninety-five and one tenth (95.1) feet, more or less, to the westerly side line of Elm Street at a point thirty-three (33) feet northerly measured along said line of Elm Street from the northerly side line of Lancaster Street, thence northerly along said line of Elm Street one hundred twenty-one and fifty-five hundredths (121.55) feet; thence westerly on a straight line two hundred seven and fifty-eight hundredths (207.58) feet to a point on the easterly side line of Preble Street one hundred eighty-nine (189) feet northerly from point of beginning; thence southerly on said line of Preble Street to the point of beginning.

For source of title, reference is made to a Quitclaim Deed With Covenant from The Foss Company to J.B. Brown & Sons dated September 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26354, Page 312.

Also a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pipe in the northeasterly sideline of Preble Street, said pipe being at the westerly corner of a parcel of land conveyed by Portland Terminal Company to Schlotterbeck & Foss Co. by deed dated December 17, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1224, Page 397; thence northeasterly in the northwesterly sideline of said land of Schlotterbeck & Foss Co. a distance of two hundred seven and fifty-eight hundredths (207.58) feet, more or less, to an iron pipe in the southwesterly sideline of Elm Street, said pipe being at the northerly corner of said land of Schlotterbeck & Foss Co.; thence northwesterly in a

southwesterly sideline of Elm Street a distance of fifty-three (53) feet, more or less, to its intersection with the southeasterly sideline of Kennebec Street a distance of two hundred five (205) feet, more or less, to its intersection with the northeasterly sideline of Preble Street; thence southeasterly in said northeasterly sideline of said Preble Street a distance of fifty-four (54) feet, more or less, to the point of beginning. Meaning and intending to convey all the land of the Portland Terminal Company lying between Preble and Elm Streets and between the northwesterly sideline of land of Schlotterbeck & Foss Company, Inc. and Kennebec Street.

For source of title, reference is made to a Quitclaim Deed With Covenant from The Foss Company to J.B. Brown & Sons dated September 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26354, Page 314.

Also a certain parcel of land, with the improvements thereon, situated on the northwesterly side of Lancaster Street, the southwesterly side of Elm Street and the northeasterly side of Preble Street in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 3 on ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine made for Bayside I, LLC by Owen Haskell, Inc., dated January 26, 2000 and recorded in Cumberland County Registry of Deeds in Plan Book 200, Page 40, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of Preble Street and the northwesterly sideline of Lancaster Street;

Thence, N 42°34'18" W by Preble Street 28.00 feet to the land now or formerly of Schlotterbeck & Foss Co. as described in the deed recorded in said Registry of Deeds in Book 1224, Page 397;

Thence, the following courses by Schlotterbeck & Foss:

N 49° 39' 27" E a distance of 102.97 feet to a 6" by 6" concrete monument found;
N 43° 46' 33" W a distance of 4.97 feet to a 6" by 6" concrete monument found;
N 49° 39' 27" E a distance of 94.88 feet to Elm Street;

Thence, S 43°46' 33" E by Elm Street 33.00 feet to Lancaster Street;

Thence, S 49°39' 27" W by Lancaster Street 198.44 feet to the point of beginning.

For source of title, reference is made to a Quitclaim Deed With Covenant from Bayside I, LLC to J.B. Brown & Sons dated March 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29387, Page 27.

Also hereby releasing to the Grantee, without covenant, all of the Grantor's right, title and interest in and to the following described parcel of land, together with the buildings and improvements thereon, bounded by Kennebec, Preble, Elm and Lancaster Streets in said Portland, and as depicted on that certain "ALTA/ACSM Land Title Survey on #117 Preble Street & #195 Lancaster Street, Portland, Cumberland County, Maine", made for Schlotterbeck Block LLC dated January 6, 2016 by Owen Haskell, Inc.:

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

Beginning at a point on the easterly sideline of Preble Street at the intersection with the southerly sideline of Kennebec Street;

Thence, N 67°23'22" E along the southerly sideline of said Kennebec Street 208.27 feet to the westerly sideline of Elm Street;

Thence, S 40°58'03" E along the westerly sideline of Elm Street 38.49 feet;

Thence, S 43°47'56" E along the westerly sideline of said Elm Street 168.10 feet to the northerly sideline of Lancaster Street;

Thence, S 49°38'04" W along the northerly sideline of said Lancaster Street 198.44 feet to the easterly sideline of Preble Street;

Thence, N 42°34'06" W along the easterly sideline of said Preble Street 270.00 feet to the southerly sideline of Kennebec Street and the point of beginning.

EXHIBIT B
(List of Encumbrances)

117-119 Preble Street

1. Commissioner's Certification of Completion of Remedial Actions Under a Voluntary Response Action Plan recorded in the Cumberland County Registry of Deeds in Book 26383, Page 323.

2. Declaration of Environmental Covenant recorded in Book 26409, Page 214 of the Cumberland County Registry of Deeds.

195 Lancaster Street

1. Such state of facts as shown on a "ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine" made for Bayside I, LLC, by Owen Haskell, Inc., dated January 26, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 40.

2. Such state of facts as shown on a "ALTA/ACSM Land Title Survey on #117 Preble Street & #195 Lancaster Street, Portland, Cumberland County, Maine", made for Schlotterbeck Block LLC dated January 6, 2016 by Owen Haskell, Inc.

Received
Recorded Register of Deeds
Jan 22,2016 03:16:28P
Cumberland County
Nancy A. Lane

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACIUTY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:22:36P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX-Paid

QUITCLAIM DEED WITH COVENANT

DLN: 1002240211933

NORTHEAST INVESTORS, LLC (a/k/a NORTHEAST INVESTORS (MAINE), LLC), a Delaware limited liability company with a place of business located at PO Box 6, Kents Hill, ME 04349 (the "Grantor"), for consideration paid, grants to **WBP GARAGE LLC,** a Maine limited liability company with a mailing address: c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, ME 04101, with Quitclaim Covenant, a certain parcel of land, together with buildings thereon, situated on the northerly side of Cumberland Avenue, the easterly side of Preble Street and the westerly side of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Preble Street at the southwest corner of the land now or formerly of Douglas T. and Linda A. Cardente (see Cumberland County Registry of Deeds Book 6727, Page 52 and 55), which point is on the westerly extension of the southerly side of the two story brick building on the land now or formerly of Cardente;

Thence N 59° 00' 05" E by land now or formerly of Cardente and by said building and the extension thereof 209.61 feet to the westerly sideline of Elm Street;

Thence S 32° 02' 05" E by Elm Street 187.98 feet to Cumberland Avenue;

Thence S 62° 01' 40" W by Cumberland Avenue 213.54 feet to Preble Street;

Thence N 30° 55' 22" W by Preble Street 176.67 feet to the point of beginning.

Reference is made to the following surveys:

1. ALTA/ACSM Land Title Survey on Congress Street, Cumberland Avenue, Preble Street & Elm Street, Portland, Maine made for record owner October Corporation by Owen Haskell, Inc. dated August 23, 2006.

DOC :49664 BK:39746 PG:217
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
09/29/2022, 08:03:09A
Register of Deeds Jessica M. Spaulding E-RECORDED

2. ALTA/ACSM Land Title Survey on Congress Street, Cumberland Avenue, Preble Street & Elm Street, Portland, Maine made for record owner GRE Congress Canal LLC dated January 10, 2007, prepared by Owen Haskell, Inc.

3. ALTA/ACSM Land Title Survey, 315 Cumberland Avenue, Portland, Maine made for Bush-Watson dated May 25, 2022 and last revised June 7, 2022, prepared by Owen Haskell, Inc.

The parcel described above is conveyed TOGETHER WITH all of Grantor's right, title and interest in and to, and SUBJECT TO the rights, easements, terms and conditions of that certain Easement Agreement between GRE Congress Canal LLC and Atlantic National Holdings, LLC dated June 2, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26103, Page 335.

Meaning and intending to convey the premises described in deed of L. E. Springer, Inc. to Northeast Investors, LLC, a Delaware limited liability company authorized to do business in the State of Maine under the name of Northeast Investors (Maine), LLC, dated July 10, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32422, Page 197.

IN WITNESS WHEREOF the said Northeast Investors, LLC has caused this deed to be executed by Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust u/d November 25, 2019, its sole member duly authorized this 28th day of September, 2022.

Signed, Sealed and Delivered
in the presence of

_____
Witness

NORTHEAST INVESTORS, LLC

_____
By: Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust
Its: Sole Member

STATE OF MAINE
COUNTY OF Cumberland

Sept. 28, 2022

Personally appeared the above-named Stephen B. Hammond, in his said capacity as Trustee of the Stephen B. Hammond Grantor Trust, as Sole Member of Northeast Investors, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Northeast Investors, LLC.

Before me,

_____
~~Notary Public~~/Attorney-at-Law
Printed Name: MARY A. DENSON
My Commission Expires: _____
Maine Bar No. 9301

LD/cm
NTS

Evidence of Right, Title and Interest

See attached deeds showing ownership for the proposed development parcels.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **73 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

Doc#: 51977 Bk:39779 Pg: 235

Received
Recorded Register of Deeds
Oct 13,2022 02:29:58P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, Parcel to 73 Elm Street LLC)

A CERTAIN LOT OR PARCEL OF LAND WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET AND THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 43° 45' 13" W ALONG SAID SIDELINE OF SAID ELM STREET 111.92 FEET; THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 46° 08' 15" E A DISTANCE OF 90.10 FEET;

S 43° 54' 25" E A DISTANCE OF 31.26 FEET;

N 49° 53' 31" E A DISTANCE OF 55.81 FEET TO THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 42° 36' 35" E ALONG THE LAND OF SAID NOWLIN 83.34 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 38' 53" W ALONG THE SIDELINE OF OXFORD STREET 144.34 FEET TO THE POINT OF BEGINNING, CONTAINING 14,879 S.F. OR 0.34 ACRES. MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET, THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE SOUTHWESTERLY SIDELINE OF CEDAR STREET AND IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN ON A PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 49° 39' 27" E ALONG SAID SIDELINE OF LANCASTER STREET EAST 210.57 FEET TO THE SOUTHWESTERLY SIDELINE OF CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG SAID SIDELINE OF CEDAR STREET 40.00 FEET TO THE NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF BAYSIDE IV, LLC AS DESCRIBED IN DEED BOOK 35293, PAGE 78;

THENCE, THE FOLLOWING COURSES AND DISTANCES ALONG SAID BAYSIDE IV, LLC LAND:

S 49° 39' 26" W A DISTANCE OF 117.00 FEET;

S 42° 13' 00" E A DISTANCE OF 39.96 FEET;

N 49° 39' 26" E A DISTANCE OF 117.89 FEET TO THE SOUTHWESTERLY SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 39.34 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF AMELIA A. LABRECK AS DESCRIBED IN DEED BOOK 37970, PAGE 11;

THENCE, BY THE FOLLOWING COURSES AND DISTANCES ALONG SAID LABRECK LAND:

S 48° 42' 12" W A DISTANCE OF 118.73 FEET;
S 42° 13' 00" E A DISTANCE OF 40.00 FEET;

N 48° 41' 30" E A DISTANCE OF 119.62 FEET TO THE SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 80.62 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 48° 41' 30" W ALONG SAID NOWLIN LAND 63.30 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 49°53'31" W A DISTANCE OF 55.81 FEET;

N 43°54'25" W A DISTANCE OF 31.26 FEET;

S 46°08'15" W A DISTANCE OF 90.10 FEET TO THE NORTHEASTERLY SIDELINE OF SAID ELM STREET;

THENCE, N 43°45'13" W ALONG THE SIDELINE OF ELM STREET 215.15 FEET TO THE POINT OF BEGINNING, CONTAINING 38,462 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:30:55P
Cumberland County
Jessica M. Spaulding

Doc#: 51979 Bk:39779 Pg: 239

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE III, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside III, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE III, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside III, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, CHESTNUT STREET, ELM STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE III, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY Of DEEDS IN PLAN BOOK 200, PAGE 42 (THE "PLAN'), BOUNDED AND DESCRIBED AS FOLLOWS:

THENCE S 48° 37' 47" W ALONG THE SIDELINE OF OXFORD STREET 167.19 FEET;

THENCE N 43° 29' 51" W 67.00 FEET;

THENCE N 48° 37' 47" E 35.54 FEET;

THENCE N 00° 14' 40" E 2.72 FEET;

THENCE N 52° 33' 00" E 18.73 FEET;

THENCE N 41° 16' 13" W 3.10 FEET;

THENCE N 49° 06' 44" E 109.65 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 70.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE PREMISES CONVEYED TO BAYSIDE III, LLC BY QUITCLAIM DEED FROM OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 193.

Received
Recorded Register of Deeds
Oct 13,2022 02:32:29P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 5- 50 Cedar Street)

A CERTAIN LOT OR PARCEL OF LAND WITH ALL THE BUILDINGS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CEDAR STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE LINE OF SAID STREET DISTANT TWO HUNDRED FORTY-FOUR AND FOUR TENTHS (244.4) FEET NORTHWESTERLY FROM OXFORD STREET AT THE NORTHERLY CORNER OF LAND SOLD BY THE ADMINISTRATOR OF WILLIAM WEBB'S ESTATE TO JOSIAH M. HASKELL AND RUNNING THENCE NORTHWESTERLY BY SAID CEDAR STREET FORTY (40) FEET TO A STAKE;

THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHWESTERLY SIDE OF SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE SOUTHWESTERLY SIDELINE OF LAND OF WHICH THE SAID WEBB DIED SEIZED;

THENCE SOUTHEASTERLY BY SAID SOUTHWESTERLY SIDELINE OF SAID WEBB'S LAND TO MOST WESTERLY CORNER OF SAID HASKELL'S LOT;

THENCE NORTHEASTERLY BY SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PREMISES CONVEYED BY DEED DATED NOVEMBER 16, 2018 FROM 50 CEDAR STREET, LLC, TO BAYSIDE IV, LLC, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 35293, PAGE 77, AND BY DEED RECORDED IN SAID REGISTRY AT BOOK 35293, PAGE 78.

Received
Recorded Register of Deeds
Oct 13,2022 02:35:36P
Cumberland County
Jessica M. Spaulding

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **149 LANCASTER STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE__
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF CHESTNUT STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF SAID CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF LANCASTER STREET;

THENCE BY THE NORTHEASTERLY SIDE OF CHESTNUT STREET N 44° 38' 26" W, A DISTANCE OF 165.33 FEET, TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET;

THENCE BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET N 49° 02' 07' E, A DISTANCE OF 84.95 FEET, TO THE NORTHWESTERLY CORNER OF LAND CONVEYED TO E. PERRY IRON AND METAL CO. AS DESCRIBED IN THE DEED RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 12604 PAGE 268;

THENCE BY LAND NOW OR FORMERLY OF SAID E. PERRY IRON AND METAL CO. ON THE FOLLOWING COURSES:

S 40° 57' 53" E, A DISTANCE OF 117.11 FEET;
N 49° 02' 47" E, A DISTANCE OF 40.11 FEET;
S 43° 43' 01" E, A DISTANCE OF 47.93 FEET, TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 02' 07" W, A DISTANCE OF 116.76 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:34:34P
Cumberland County
Jessica M. Spaulding

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 4)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET, AND THE NORTHEASTERLY SIDE OF CEDAR STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND STATE OF MAINE AND SHOWN AS PARCEL 4 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL. INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF CEDAR STREET;

THENCE N 43° 29' 51" W ALONG THE SIDELINE OF CEDAR STREET 64.50 FEET;
THENCE N 48° 37' 47" E 57.00 FEET;
THENCE S 43° 29' 51" E 64.50 FEET TO THE NORTHWESTERLY SIDELINE OF OXFORD STREET;
THENCE S 48° 37' 47" W ALONG SAID SIDELINE 57.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 4 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON. SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 78.04 FEET;
THENCE S 49° 06' 44" W 108.67 FEET;
THENCE S 43° 14' 05" E 39.95 FEET;
THENCE S 41°16' 13" E 3.10 FEET;
THENCE S 52° 33' 00" W 18.73 FEET;
THENCE S 00°14' 40" W 2.72 FEET;
THENCE S 48° 37' 47" W 35.54 FEET;
THENCE N 43° 29' 51" W 33.00 FEET;
THENCE S 48° 37' 47" W 57.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 23.00 FEET;
THENCE N 48°37' 47" E 113.42 FEET;
THENCE N 43° 14' 05' W 58.51 FEET TO THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;
THENCE ALONG SAID SIDELINE THE FOLLOWING COURSES AND DISTANCES:
N 33° 50' 09" E 19.40 FEET;
N 42° 14' 19" E 19.88 FEET;
N 49° 19' 48" E 68.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 3 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:33:19P
Cumberland County
Jessica M. Spaulding

Doc#: 51975 Bk:39779 Pg: 230

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE I, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:25:54P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **196 LANCASTER STREET LLC** a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

_____

BAYSIDE I, LLC

By _____

Thomas A. Toye, III

Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____

Attorney at Law/~~Notary Public~~

_____

Printed Name Jason G. Howe, Esq.
Bar No. 0004860

Doc#: 51976 Bk:39779 Pg: 233

Received
Recorded Register of Deeds
Oct 13,2022 02:28:31P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, 196 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON SOUTHEASTERLY SIDE OF LANCASTER STREET EAST, THE SOUTHWESTERLY SIDE OF ELM STREET AND THE NORTHEASTERLY SIDE OF PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE Of MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC' MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST;

THENCE, N 49° 39' 27" E ALONG THE SIDELINE OF SAID LANCASTER STREET EAST 199.65 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 134.76 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 47° 34' 12" W A DISTANCE OF 93.02 FEET;

S 44° 45' 38" E A DISTANCE OF 7.27 FEET;

S 47° 31' 17" W A DISTANCE OF 109.53 FEET TO THE NORTHEASTERLY SIDELINE Of SAID PREBLE STREET;

THENCE, N 42° 34' 18" W ALONG THE SIDELINE OF PREBLE STREET 149.36 FEET TO THE POINT OF BEGINNING, CONTAINING 28,591 S.F. OR 0.66 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101,with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

_____

BAYSIDE I, LLC

By _____

Thomas A. Toye, III

Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____

Attorney at Law/Notary Public

_____

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 190 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON THE SOUTHWESTERLY SIDE OF ELM STREET, THE NORTHWESTERLY SIDE OF OXFORD STREET AND THE NORTHEASTERLY SIDE PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC" MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE NORTHWESTERLY SIDELINE OF OXFORD STREET;

THENCE, N 42°34'18" W ALONG THE SIDELINE OF SAID PREBLE STREET 182.30 FEET;

THENCE THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 47° 31' 17" E A DISTANCE OF 109.53 FEET;

N 44° 45' 38" W A DISTANCE OF 7.27 FEET;

N 47° 34' 12" E A DISTANCE OF 93.02 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 193.26 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 33' 13" W ALONG THE SIDELINE OF OXFORD STREET 206.30 FEET TO THE POINT OF BEGINNING. CONTAINING 38,301 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

EXHIBIT A
(Legal Description 62 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE BUILDINGS THEREON, SITUATED ON THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE N 48° 33' 13" E ALONG THE SOUTHERLY SIDE OF OXFORD STREET A DISTANCE OF 114.66 FEET;

THENCE, S 43° 08' 59" E BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO LAND NOW OR FORMERLY OF NORTHERN INVESTORS LLC AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHERN INVESTORS LLC AND BY THE FACE OF THE SAID BRICK BUILDING A DISTANCE OF 115.91 FEET TO THE EASTERLY SIDELINE OF SAID PREBLE STREET;

THENCE, N 42° 34' 00" W ALONG THE SIDELINE OF PREBLE STREET A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING, CONTAINING 14,526 S.F. OR 0.33 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:23:43P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACIUTY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:22:36P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 2 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDELINE OF HALL'S COURT;

THENCE S 49° 19' 48" W ALONG THE SIDELINE OF HALL'S COURT 112.65 FEET;

THENCE N 43° 29' 51" W 31.09 FEET;

THENCE N 49° 39' 27" E 112.08 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 30.48 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:21:12P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX-Paid

QUITCLAIM DEED WITH COVENANT

DLN: 1002240211933

NORTHEAST INVESTORS, LLC (a/k/a NORTHEAST INVESTORS (MAINE), LLC), a Delaware limited liability company with a place of business located at PO Box 6, Kents Hill, ME 04349 (the "Grantor"), for consideration paid, grants to **WBP GARAGE LLC,** a Maine limited liability company with a mailing address: c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, ME 04101, with Quitclaim Covenant, a certain parcel of land, together with buildings thereon, situated on the northerly side of Cumberland Avenue, the easterly side of Preble Street and the westerly side of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Preble Street at the southwest corner of the land now or formerly of Douglas T. and Linda A. Cardente (see Cumberland County Registry of Deeds Book 6727, Page 52 and 55), which point is on the westerly extension of the southerly side of the two story brick building on the land now or formerly of Cardente;

Thence N 59° 00' 05" E by land now or formerly of Cardente and by said building and the extension thereof 209.61 feet to the westerly sideline of Elm Street;

Thence S 32° 02' 05" E by Elm Street 187.98 feet to Cumberland Avenue;

Thence S 62° 01' 40" W by Cumberland Avenue 213.54 feet to Preble Street;

Thence N 30° 55' 22" W by Preble Street 176.67 feet to the point of beginning.

Reference is made to the following surveys:

1. ALTA/ACSM Land Title Survey on Congress Street, Cumberland Avenue, Preble Street & Elm Street, Portland, Maine made for record owner October Corporation by Owen Haskell, Inc. dated August 23, 2006.

DOC :49664 BK:39746 PG:217
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
09/29/2022, 08:03:09A
Register of Deeds Jessica M. Spaulding E-RECORDED

2. ALTA/ACSM Land Title Survey on Congress Street, Cumberland Avenue, Preble Street & Elm Street, Portland, Maine made for record owner GRE Congress Canal LLC dated January 10, 2007, prepared by Owen Haskell, Inc.

3. ALTA/ACSM Land Title Survey, 315 Cumberland Avenue, Portland, Maine made for Bush-Watson dated May 25, 2022 and last revised June 7, 2022, prepared by Owen Haskell, Inc.

The parcel described above is conveyed TOGETHER WITH all of Grantor's right, title and interest in and to, and SUBJECT TO the rights, easements, terms and conditions of that certain Easement Agreement between GRE Congress Canal LLC and Atlantic National Holdings, LLC dated June 2, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26103, Page 335.

Meaning and intending to convey the premises described in deed of L. E. Springer, Inc. to Northeast Investors, LLC, a Delaware limited liability company authorized to do business in the State of Maine under the name of Northeast Investors (Maine), LLC, dated July 10, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32422, Page 197.

IN WITNESS WHEREOF the said Northeast Investors, LLC has caused this deed to be executed by Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust u/d November 25, 2019, its sole member duly authorized this 28th day of September, 2022.

Signed, Sealed and Delivered
in the presence of

_____
Witness

NORTHEAST INVESTORS, LLC

_____
By: Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust
Its: Sole Member

STATE OF MAINE
COUNTY OF Cumberland

Sept. 28, 2022

Personally appeared the above-named Stephen B. Hammond, in his said capacity as Trustee of the Stephen B. Hammond Grantor Trust, as Sole Member of Northeast Investors, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Northeast Investors, LLC.

Before me,

_____
~~Notary Public~~/Attorney-at-Law
Printed Name: MARY A. DENSON
My Commission Expires: _____
Maine Bar No. 9301

LD/cm
NTS

MAINE REAL ESTATE TAX PAID

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS that J.B. BROWN & SONS, a Maine corporation, of Portland, County of Cumberland and State of Maine (the "Grantor"), for full value and consideration paid, hereby grants to SCHLOTTERBECK BLOCK LLC, a Maine limited liability company, having a mailing address 104 Grant Street, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real estate in the City of Portland, County of Cumberland and State of Maine, being more particularly described in Exhibit A attached hereto and made a part hereof.

The property hereby conveyed is subject to the encumbrances listed on Exhibit B.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the 20th day of January, 2016.

WITNESS:

J.B. BROWN & SONS

By: _____
Vincent P. Veroneau
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND

January 20th, 2016

Personally appeared before me the above-named Vincent P. Veroneau, President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of J.B. Brown & Sons.

SEAL

_____
Notary Public/Attorney-at-Law
Print Name: _____
My Commission Expires: _____

JUDE A. CLUFF
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 27, 2020

Exhibit A

A certain lot or parcel of land with the buildings thereon, situated on the easterly side of Preble Street and the westerly side of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the easterly side line of Preble Street at a point twenty-eight (28) feet northerly, measured on said line from the northerly side line of Lancaster Street, said point being the southerly corner of land conveyed by Francis Fessenden to the Portland and Rochester Railroad by deed dated June 26, 1891 and recorded in the Cumberland County Registry of Deeds in Book 582, Page 23; thence easterly on a line parallel with said Lancaster Street along the southerly line of said land conveyed by said Fessenden, one hundred two and ninety-five hundredths (102.95) feet more or less, to land conveyed by Karl N. Murch to Cushman Baking Company by deed dated December 20, 1921 and recorded in said registry in Book 1091, Page 336; thence northerly along the westerly line of said last mentioned land four and ninety-seven hundredths (4.97) feet, more or less, to the southerly line of land conveyed by Mary J.E. Clapp to the Portland and Rochester Railroad by deed dated June 29, 1891 and recorded in said registry in Book 580, Page 338; thence easterly on a line parallel with said Lancaster Street, along the southerly line of said last mentioned land ninety-five and one tenth (95.1) feet, more or less, to the westerly side line of Elm Street at a point thirty-three (33) feet northerly measured along said line of Elm Street from the northerly side line of Lancaster Street, thence northerly along said line of Elm Street one hundred twenty-one and fifty-five hundredths (121.55) feet; thence westerly on a straight line two hundred seven and fifty-eight hundredths (207.58) feet to a point on the easterly side line of Preble Street one hundred eighty-nine (189) feet northerly from point of beginning; thence southerly on said line of Preble Street to the point of beginning.

For source of title, reference is made to a Quitclaim Deed With Covenant from The Foss Company to J.B. Brown & Sons dated September 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26354, Page 312.

Also a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pipe in the northeasterly sideline of Preble Street, said pipe being at the westerly corner of a parcel of land conveyed by Portland Terminal Company to Schlotterbeck & Foss Co. by deed dated December 17, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1224, Page 397; thence northeasterly in the northwesterly sideline of said land of Schlotterbeck & Foss Co. a distance of two hundred seven and fifty-eight hundredths (207.58) feet, more or less, to an iron pipe in the southwesterly sideline of Elm Street, said pipe being at the northerly corner of said land of Schlotterbeck & Foss Co.; thence northwesterly in a

southwesterly sideline of Elm Street a distance of fifty-three (53) feet, more or less, to its intersection with the southeasterly sideline of Kennebec Street a distance of two hundred five (205) feet, more or less, to its intersection with the northeasterly sideline of Preble Street; thence southeasterly in said northeasterly sideline of said Preble Street a distance of fifty-four (54) feet, more or less, to the point of beginning. Meaning and intending to convey all the land of the Portland Terminal Company lying between Preble and Elm Streets and between the northwesterly sideline of land of Schlotterbeck & Foss Company, Inc. and Kennebec Street.

For source of title, reference is made to a Quitclaim Deed With Covenant from The Foss Company to J.B. Brown & Sons dated September 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26354, Page 314.

Also a certain parcel of land, with the improvements thereon, situated on the northwesterly side of Lancaster Street, the southwesterly side of Elm Street and the northeasterly side of Preble Street in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 3 on ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine made for Bayside I, LLC by Owen Haskell, Inc., dated January 26, 2000 and recorded in Cumberland County Registry of Deeds in Plan Book 200, Page 40, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of Preble Street and the northwesterly sideline of Lancaster Street;

Thence, N 42°34'18" W by Preble Street 28.00 feet to the land now or formerly of Schlotterbeck & Foss Co. as described in the deed recorded in said Registry of Deeds in Book 1224, Page 397;

Thence, the following courses by Schlotterbeck & Foss:

N 49° 39' 27" E a distance of 102.97 feet to a 6" by 6" concrete monument found;
N 43° 46' 33" W a distance of 4.97 feet to a 6" by 6" concrete monument found;
N 49° 39' 27" E a distance of 94.88 feet to Elm Street;

Thence, S 43°46' 33" E by Elm Street 33.00 feet to Lancaster Street;

Thence, S 49°39' 27" W by Lancaster Street 198.44 feet to the point of beginning.

For source of title, reference is made to a Quitclaim Deed With Covenant from Bayside I, LLC to J.B. Brown & Sons dated March 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29387, Page 27.

Also hereby releasing to the Grantee, without covenant, all of the Grantor's right, title and interest in and to the following described parcel of land, together with the buildings and improvements thereon, bounded by Kennebec, Preble, Elm and Lancaster Streets in said Portland, and as depicted on that certain "ALTA/ACSM Land Title Survey on #117 Preble Street & #195 Lancaster Street, Portland, Cumberland County, Maine", made for Schlotterbeck Block LLC dated January 6, 2016 by Owen Haskell, Inc.:

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

Beginning at a point on the easterly sideline of Preble Street at the intersection with the southerly sideline of Kennebec Street;

Thence, N 67°23'22" E along the southerly sideline of said Kennebec Street 208.27 feet to the westerly sideline of Elm Street;

Thence, S 40°58'03" E along the westerly sideline of Elm Street 38.49 feet;

Thence, S 43°47'56" E along the westerly sideline of said Elm Street 168.10 feet to the northerly sideline of Lancaster Street;

Thence, S 49°38'04" W along the northerly sideline of said Lancaster Street 198.44 feet to the easterly sideline of Preble Street;

Thence, N 42°34'06" W along the easterly sideline of said Preble Street 270.00 feet to the southerly sideline of Kennebec Street and the point of beginning.

EXHIBIT B
(List of Encumbrances)

117-119 Preble Street

1. Commissioner's Certification of Completion of Remedial Actions Under a Voluntary Response Action Plan recorded in the Cumberland County Registry of Deeds in Book 26383, Page 323.

2. Declaration of Environmental Covenant recorded in Book 26409, Page 214 of the Cumberland County Registry of Deeds.

195 Lancaster Street

1. Such state of facts as shown on a "ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine" made for Bayside I, LLC, by Owen Haskell, Inc., dated January 26, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 40.

2. Such state of facts as shown on a "ALTA/ACSM Land Title Survey on #117 Preble Street & #195 Lancaster Street, Portland, Cumberland County, Maine", made for Schlotterbeck Block LLC dated January 6, 2016 by Owen Haskell, Inc.

Received
Recorded Register of Deeds
Jan 22,2016 03:16:28P
Cumberland County
Nancy A. Lane

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE I, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:25:54P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACIUTY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:22:36P
Cumberland County
Jessica M. Spaulding

DocuSign Envelope ID: 0B2EA8DF-758A-4315-92D5-977AB92112D6

SIOR Specialist, Industrial and Office Real Estate

PORTA & CO.

COMMERCIAL REAL ESTATE

30 Milk Street, Second Floor, ME 04101 * 207.747.1515

PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

Offer Date: May 6, 2022

PARTIES: This Agreement is made between **Tom Watson & Co., LLC and/or Assigns,** hereinafter called Purchaser(s), and **Northeast Investors, LLC** hereinafter called Seller(s), for the purchase and sale of the following described real estate, situated in the municipality of **Portland**, County of **Cumberland**, State of **Maine** and located at **315 Cumberland Avenue** and described at said County's Registry of Deeds Book **32422**, Page **197** and further described as: **0.88 +/- acres improved with a 242,720 +/- square foot parking facility building** hereinafter called the Property, upon the terms and conditions hereinafter set forth:

1. PURCHASE PRICE: Subject to any adjustments and prorations hereinafter provided, Purchaser agrees to pay for the Property the sum of **Twenty Million Dollars ($20,000,000.00)**, payable as follows: at closing, Purchaser shall deliver to Seller a promissory note in the amount of Two Million Dollars ($2,000,000.00) (the "Note"), which Note shall be for a term of five (5) years and shall provide for interest only payments at 5%, with the entire balance due and payable at the expiration of such five (5) year period. The Note shall be secured by a second position mortgage on the Property. The balance of the purchase purchase, as adjusted for all closings costs, prorations, the application of the Earnest Money Deposit and, if applicable, the Purchaser's assumption of the Seller's existing financing on the Property, shall be paid to Seller at the closing in immediately available funds.
2. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): **All furniture, fixtures, and equipment**.
3. EARNEST MONEY/ACCEPTANCE: Purchaser(s) shall deposit within three (3) days of full execution of this Agreement the sum of **One Hundred Thousand Dollars ($100,000.00)** as earnest money deposit and in part payment of the purchase price. A mutually agreeable attorney shall hold said earnest money in a non-interest-bearing account and act as Escrow Agent until closing; this offer shall be valid until **5/6/2022** at **5:00PM**; and in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s). Earnest Money Deposit shall be increased to Two Hundred and Fifty Thousand Dollars ($250,000.00) upon expiration of the inspection and financing contingency periods and, at which time, it shall become non refundable except in the case of a Seller default hereunder.
4. TITLE AND CLOSING: A deed conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on or before **that date which is thirty (30) days after the expiration of the inspection and financing contingency periods**. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, declare this Agreement null and void and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. If the Purchaser(s) does not declare this Agreementt void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period. Purchaser shall have right to extend the Closing date set forth above for a period of Thirty Days (30) by increasing the Earnest Money Deposit by an additional One Hundred Thousand Dollars ($100,000.000), which additional Earnest Money Deposit shall be non refundable except in the case of a Seller default hereunder.
5. DEED: That the Property shall be conveyed by a **Quitclaim Deed with Covenant**, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION /OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser(s) immediately at Closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. LEASES/TENANT SECURITY DEPOSITS: Seller(s) agrees to transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the Property and all security deposits held by Seller(s) pursuant to said leases.
8. RISK OF LOSS: Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
9. PRORATIONS: The following items shall be prorated as of the date of closing:
   a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.

DS DS

c. Deposits
d. Rents
e. Parking fees
f. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
g. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.

10. INSPECTIONS: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Agreement is subject to the following inspections, to be completed by within ninety (90) days from the Effective Date of this Agreement, with the results being satisfactory to the Purchaser(s) in Purchaser's sole discretion:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	X		Within **90** days	g. Lead Paint		X	Within # days
b. Sewage Disposal		X	Within # days	h. Pests		X	Within # days
c. Water Quality		X	Within # days	i. ADA		X	Within # days
d. Radon Air Quality		X	Within # days	j. Wetlands		X	Within # days
e. Radon Water Quality		X	Within # days	k. Environmental Scan		X	Within # days
f. Asbestos		X	Within # days	l. Other: **Parking etc.**		X	Within **90** days

The use of "days" is intended to mean business days from the effective date of this Agreement. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Agreement null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon Purchaser's own opinion as to the condition of the property.

11. FINANCING: **This Agreement is subject to financing.**
12. This Agreement is subject to an Purchaser obtaining an approved **conventional** mortgage on terms and conditions which are acceptable to Purchaser in its sole, but reasonable discretion.
    a) If Seller, or Sellers agent, is not notified to the contrary in writing within **90** days of the Effective Date of this Agreement, then this financing condition shall be deemed to have been waived by Purchaser(s).
    b) Purchaser may also satisfy this contingency through a potential assumption of the Seller's existing financing on the Property and Seller shall use commercially reasonable efforts to cooperate with Purchaser in pursuing such assumption, it being the intent hereof that Purchaser's acceptance or non-acceptance of such assumption shall be at Purchaser's sole, but reasonable discretion.
    c) If any of the above financing conditions are not met, Purchaser(s) may declare the Agreement null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s).
13. AGENCY DISCLOSURE: The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Listing Licensee is acting as a Seller's agent in this transaction and is representing the Seller, and the Selling Licensee is acting as the Purchaser's agent in this transaction and is representing the Purchaser.
14. DEFAULT: If Purchaser(s) fails to perform any of the terms of this Agreement or is otherwise in default of any of its obligations, Seller(s) sole remedy shall be to retain the earnest money as full and complete liquidated damages, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. If Seller(s) fails to perform any of the terms of this Agreement or is otherwise in default of any of its obligations, Purchaser(s) shall have to option of receiving the earnest money back, and/or pursuaing specific performance, and/or any other remedies allowed by law. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Agreement and/or the Deposit.
15. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the premises addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the Closing of this transaction.

DS

Seller_____ Purchaser_____

PORTA & CO.

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16. PRIOR STATEMENTS: Any verbal representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties. This is a Maine Agreement and shall be construed according to the laws of Maine.
17. HEIRS/ASSIGNS: This Agreement is assignable by Purchaser without the Seller's consent, but Seller shall not assign this Agreement without Purchaser's consent. . This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Agreement), of the respective parties.
18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, including telefacsimile and PDF copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimilied signatures are binding.
19. BINDING AGREEMENT: This Agreement is a binding Agreement when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Agreement is noted below. Time is of the essence in this Agreement.
20. REVIEW OF PROPERTY INFORMATION, LEASES, AND INCOME / EXPENSE INFORMATION: The Seller(s) shall provide the Purchaser(s) with copies of all property information, documents, leases and income & expense information regarding the subject property within **three (3)** days from the Effective Date of this Agreement, including but not limited to, (i) all agreements, leases, contracts, covenants, easements, parking reports, and restrictions related to or benefiting the Property and any and all rights of Seller thereunder, including development rights, air rights, water and well rights, density (lot coverage) rights, and drainage rights; (ii)all approvals, permits, and applications with or from governmental authorities related to or benefiting the Property; and (iii)to the extent they are in Seller's possession, all documents and work product of all professionals in connection with the Property, if any, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, title policies and other graphics related to development of the Property.
21. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #3), *if the property is, or has a component of, one to four residential dwelling units*.
22. SECTION 1031 EXCHANGE: Seller(s) and Purchaser(s) each reserves the right to include this transaction as part of an IRC Section 1031tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Property shall not be contingent upon or subject to the completion of such exchange. Purchaser and Seller each agrees to indemnify and hold the other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.
23. THIS IS AN "AS-IS WHERE-IS" PURHCASE. PURCHASER SHALL MAKE ITS OWN INSPECTIONS OF ALL MATTERS AND IS NOT RELYING ON ANY REPRESENTATIONS BY THE BROKERS OR THE SELLER.
24. ADDENDA: This Agreement has addenda containing additional terms and conditions **YES_X_NO** Purchase Money Mortgage

A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD; CONSULT AN ATTORNEY.

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 ½% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

The Selling Licensee is **Mackenzie Simpson** of **Porta & Company.** (Company).
The Listing Licensee is **Terry Sheldon** of **T.L. Sheldon & Associates.**(Company).

The Seller(s) accepts the offer and agrees to deliver the above-mentioned Property at the price and upon the terms and conditions set forth above and agrees to pay the Selling Licensee (Purchaser's broker) 50% of the commission for services herein according to the Listing Agreement. In the event that there is no Listing Agreement, Seller agrees to pay the Selling Licensee the commission for services herein the **sum of 1.25% of the total purchase price**. The obligation to pay said commission or sum shall survive the Closing of this transaction. Seller agrees that Selling Licensee may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser(s), it shall be evenly distributed between the Licensees and Seller(s), provided, however, that Selling Licensee's portion shall not exceed the full amount of the commission specified. In the event the Seller(s) defaults on its obligations hereunder, Porta & Company shall be entitled to costs of collection, including reasonable attorneys' fees.

(Signatures on Next Page)

DS DS

Seller_____ Purchaser_____

PORTA & CO.

DocuSigned by:
John Laliberte
B9246DB2735A417...

5/6/2022

Purchaser(s): Tom Watson & Co., LLC *Date*

Name/Title: John Laliberte, Vice President

DocuSigned by:
Seller(s)
83236D5ABFCD4A5...

Date

Name/Title

Signed this: 6th day of May, 2022. Effective Date of Agreement: 6th day of May, 2022

Offer reviewed and refused on _____, _____. _____, Seller

Seller_____ Purchaser DS

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

This ASSIGNMENT OF PURCHASE AND SALE AGREEMENT FOR REAL ESTATE (this "Assignment") is made as of the 26th day of September, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **WBP Garage LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Northeast Investors, LLC is the Seller under that certain Purchase and Sale Agreement for Real Estate dated May 6, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting the real estate and improvements thereon situated at 315 Cumberland Avenue, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

WBP Garage LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Northeast Investors, LLC

By: _____
Name:
Title:

DocuSign Envelope ID: 92F54C95-94D5-4A4B-8FB6-7B8F385CCE51

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

THIS FIRST AMENDMENT to **PURCHASE AND SALE AGREEMENT FOR REAL ESTATE** (the "**First Amendment**") is effective as of the 19th day of July, 2022 and amends that certain Purchase and Sale Agreement for Real Estate (the "Agreement") dated on or about May 6, 2022, between the Seller, Northeast Investors, LLC, and the Purchaser, Tom Watson & Co., LLC, relating to a certain parcel of land with improvements thereon, located at 315 Cumberland Avenue, Portland, Maine, as more particularly described in the Agreement (the "**Property**"). Capitalized terms not otherwise defined herein shall have the definitions provided for under the Agreement. In the event that any provision in this First Amendment shall conflict in whole or in part with any of the terms contained in the Agreement, the provisions of this First Amendment shall control, and any conflicting terms of the Agreement are hereby considered amended and revised hereby.

Seller and Purchaser agree that the Agreement shall be amended and supplemented as hereinafter set forth.

1. The purchase price for the Property (the "Purchase Price") shall remain Twenty Million Dollars ($20,000,000.00), but the following adjustments shall be made to the payment of such Purchase Price at closing:
    a. The cash to be paid by Purchaser at closing shall be reduced by Five Hundred Thousand Dollars ($500,000.00).
    b. The amount of the promissory note to be delivered by Purchaser to Seller at closing shall be increased by Five Hundred Thousand Dollars ($500,000.00) to a total of Two Million Five Hundred Thousand Dollars ($2,500,000.00).
2. The Purchaser shall deposit an additional One Hundred Fifty Thousand Dollars ($150,000.00) of earnest money with escrow agent upon execution of this First Amendment, to increase earnest money deposit to a total of Two Hundred and Fifty Thousand Dollars ($250,000), which total earnest money deposit shall be applied to the Purchase Price at closing. It is the intent hereof that such deposit of an additional earnest money as provided above shall replace Purchaser's obligation to deliver an additional earnest money deposit upon the expiration of the inspection and financing periods as provided in the Agreement and, as such, the last sentence of Section 3 of the Agreement shall be deleted in its entirety.

Notwithstanding the foregoing, the Purchaser and Seller hereby agree and acknowledge that the changes to the Agreement pursuant to this First Amendment shall not result in a modification of the expiration date of the Purchaser's inspection and financing periods, nor shall such changes modify the closing date pursuant to the Agreement, nor Purchaser's right to extend the closing date pursuant to the Agreement.

Except as modified herein, the terms and conditions of the Agreement shall remain the same, and in full force and effect.



DocuSign Envelope ID: 92F54C95-94D5-4A4B-8FB6-7B8F385CCE51

SELLER:

Northeast Investors, LLC

DocuSigned by:
83230D5ABFCD4A5...

By:
Its:

PURCHASER:

Tom Watson & Co., LLC

DocuSigned by:
John Laliberte
B9246DB2735A417...

By: John Laliberte
Its: Vice President

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Tom Watson & Co., LLC, a Maine limited liability company whose mailing address is c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, Maine 04101 (hereinafter called "Purchaser"), this 18th day of May, 2022, the sum of Fifty Thousand Dollars ($50,000.00) as earnest money deposit toward purchase and sale of all real estate owned by Bayside I, LLC, a Maine limited liability company, Bayside II, LLC, a Maine limited liability company, Bayside III, LLC, a Maine limited liability company, and Bayside IV, LLC, a Maine limited liability company (hereinafter collectively called the "Seller") including the property, and improvements thereon, listed on Exhibits A-1 – A-4 attached hereto and incorporated herein by this reference, upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): any items of personal property or equipment owned by the Seller and used in connection with the operation or maintenance of the property.

2. PURCHASE PRICE: The total Purchase Price is Twenty Five Million Dollars ($25,000,000.00), with payment made as follows:

Earnest money to be delivered within three (3) days of the Effective Date (the "Initial Deposit"):	$ 50,000.00
Additional earnest money to be delivered upon expiration of the Due Diligence Period (the "Additional Deposit"):	$ 200,000.00
Balance due at closing, in immediately-available funds:	$ 24,750,000.00, subject to any adjustments and prorations hereinafter provided

3. EARNEST MONEY/ACCEPTANCE: Porta & Co. ("Escrow Agent") shall hold the Initial Deposit and Additional Deposit, if applicable, in a non-interest bearing account and act as escrow agent until closing.

4. TITLE: Within sixty (60) days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the Initial Deposit shall be immediately released to Seller, the Additional Deposit shall be immediately returned to Purchaser, if applicable, and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on the date that is sixty (60) days following the expiration of the Due Diligence Period (the "Closing Date") to Purchaser by Maine Statutory Short-Form Quitclaim with Covenant Deed from each Seller (collectively, the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance, including but not limited to (i) such customary certificates, affidavits or letters of indemnity as the Purchaser's title company issuing title insurance policies on the property shall require in order to issue the title policy and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession (other than the Seller), survey exceptions and to facilitate gap coverage; (ii) such affidavits and certificates from Seller, in form and substance reasonably satisfactory to Purchaser, as Purchaser shall deem necessary to relieve Purchaser of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code; (iii) an executed original certificate from Purchaser in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the withholding tax requirements of the State of Maine; (iv) such information, affidavits and certificates from Seller, in form and substance reasonably satisfactory to Purchaser, as Purchaser shall deem necessary, to allow Purchaser to comply with Purchaser's obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36

M.R.S.A. § 5250-A; (v) a written notice from Seller, in form and substance reasonably satisfactory to Purchaser, which written notice shall certify either: (a) that Seller is unaware of any underground oil storage facility located on the property, or (b) pursuant to 38 M.R.S.A. § 563(6), if Seller is aware that there is such a facility on the Premises, Seller shall identify all such facilities to the extent known to Seller and shall disclose its registration number or numbers, the location of such facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the MDEP; (vi) a Certificate of Good Standing from each party, together with such documentation evidencing such party's authority to enter into and complete the transaction as contemplated by this Contract, including without limitation a Secretary or Clerk's certificate as to vote and incumbency; (vii) a closing statement setting forth any prorations and adjustments to the Purchase Price; (viii) a bill of sale for any personal property to be conveyed to Purchaser; and (ix) a Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed. Purchaser shall have the right to extend the Closing Date by up to thirty (30) additional days. In the event Purchaser elects to exercise its extension of the Closing Date, Purchaser shall do so by delivering written notice to that effect to Seller on or before the original Closing Date and delivering to Escrow Agent an additional Fifty Thousand Dollars ($50,000.00) of earnest money, which shall be non-refundable and paid directly to Seller, but applied to the purchase price. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.

7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.

8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the Initial Deposit and Additional Deposit, if applicable, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto. For purposes of this paragraph, in order for Purchaser to exercise its termination right as provided above, 'materially damaged or destroyed' shall mean damaged or destroyed to the extent that the cost of replacement or repair will exceed $250,000 based on an estimate from Seller's insurance carrier, provided, however, such $250,000 minimum threshold shall not apply to nor otherwise limit the application of Purchaser's right to receive an assignment of the Seller's right to any insurance proceeds as set forth above.

9. PRORATIONS: The following items shall be prorated as of the Closing Date:

   a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
   b. Fuel
   c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing, unless paid by tenant(s) under the leases;
   d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
   e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.

10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within sixty (60) days of the Effective Date (the "Due Diligence Period").

    Seller hereby grants Purchaser and its agents the right to enter upon or in any part of the property at all reasonable times and from time to time prior to the closing in order to inspect the property, and at its sole cost and expense conduct surveys, soil tests, engineering and environmental testing and studies and to do such things as are reasonably necessary with respect to its due diligence, acquisition and financing of the property. Purchaser shall not interrupt the business of any of the tenants of Seller. Access to any space that is under lease shall only be permitted in accordance with Seller's right of access pursuant to the terms of any of the leases and by execution of this Contract, Seller hereby represents to Purchaser that all leases for the property include a right for Seller, as landlord, to access and inspect each tenant's leased premises, subject in all cases to the terms of each tenant's respective lease. Purchaser acknowledges that it shall perform such activities at its sole risk and hereby indemnifies and holds Seller, its officers, directors, shareholders and agents, harmless from any and all damage, loss or injury resulting from Purchaser's access under this

  Purchaser's Initials _____ Seller's Initials

provision, and further agrees that Purchaser shall use reasonable efforts to minimize any interference with Seller's business operations.

Purchaser acknowledges that Seller has, prior to the Effective Date, provided to Purchaser for Purchaser's review and inspection copies of all of the any and all documents relating to the Seller and the property that are in Seller's possession, custody, or control, and that Seller has no further obligation to provide Purchaser with any information or documents with respect to Seller and the property except as set forth in this Contract .

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and the Initial Deposit shall be released to Seller. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Seller represents that to the best of Seller's knowledge: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller has provided prior to the Effective Date complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have sixty (60) days from the Effective Date to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the Initial Deposit shall be released to Seller, and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser was true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each "Required Lease" within thirty (30) days from delivery of forms therefor. Purchaser agrees that Seller shall have no obligation to deliver such forms for distribution to the tenants until after the expiration of the Due Diligence Period. For purposes hereof, "Required Lease" means any lease that (i) is for space of at least 1,500 square feet and (ii) has at least one (1) year remaining in its term or unexercised renewal rights. Purchaser shall also on a rolling basis have ten (10) days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the Initial Deposit shall be immediately released to Seller, the Additional Deposit shall be immediately returned to Purchaser, if applicable, and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the Initial Deposit and the Additional Deposit and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: See Exhibit B attached hereto and incorporated herein by this reference.

12. . ACCEPTANCE OF DEED. The acceptance of the deed by Purchaser at the Closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of Seller, except as expressly set forth herein or in such deed. No provisions, agreements or representations herein shall survive the Closing except as specifically stated herein. The property is being sold and will be conveyed "as is" without any representation or warranties as to habitability, merchantability, fitness, condition or otherwise. Neither party is relying upon any statements or representations not embodied in this Contract.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that ____N/A_____ ("Selling Agent") is representing Seller in this transaction, and that Porta & Co. ("Purchasing Agent") is representing Purchaser (Selling Agent and Purchasing Agent are referred to elsewhere herein as "Licensees").

14. DEFAULT: If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract, Seller's sole and exclusive remedy shall be to terminate this Contract and receive the Initial Deposit and Additional Deposit, if applicable, as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that

the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the Initial Deposit and Additional Deposit, if applicable, is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the Initial Deposit and Additional Deposit, if applicable, is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the Initial Deposit and Additional Deposit, if applicable, to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. In the event that Seller shall be in breach of any of its obligations hereunder for any reason other than Purchaser's default, the exclusive remedies of Purchaser shall (1) be to declare this Contract terminated and to receive: (a) the immediate return of the Initial Deposit and Additional Deposit, if applicable, and (b) reimbursement by Seller of the actual costs and expenses incurred by Purchaser (up to the maximum amount of $100,000) in connection with the subject transaction, or (2) specific performance of Seller's obligations hereunder. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the Initial Deposit and Additional Deposit, if applicable, in the court to resolve said dispute, or otherwise disburse the Initial Deposit and Additional Deposit, if applicable, pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Initial Deposit and Additional Deposit, if applicable.

15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.

16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and permitted assigns of Purchaser. Purchaser may not assign its rights under this Contract, except that Purchaser may assign its interests under this Contract to an affiliated entity or entities of Purchaser, or in accordance with paragraph 23 hereof, without obtaining the prior written consent of Seller. In the event of such assignment, Seller agrees to close the transaction contemplated by this Agreement with the affiliated assignee of Purchaser.

18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.

19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.

20. CONFIDENTIALITY: Purchaser and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Purchaser and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.

22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.

23. Section 1031 Exchange. Seller and Purchaser each reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Subject Property shall not be contingent upon or subject to the completion of such exchange.

Purchaser and Seller each agrees to indemnify and hold the other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.

24. Notices. All notices required to be given hereunder shall be deemed sufficient if in writing and if sent: (i) by first class mail, postage prepaid, registered or certified, return receipt requested; (ii) by hand delivery; (iii) by FedEx, or similar overnight express mail service, prepaid; or (iv) by facsimile ("Fax") transmission, each to the addresses and/or Fax numbers listed below:

To Seller at:

Bayside I, LLC
Bayside II, LLC
Bayside III, LLC
Bayside IV, LLC
Attn: Thomas A. Toye, III
2515 Mercedes Drive
Fort Lauderdale, FL 33316

With a copy, which shall not constitute notice, to:

Drew A. Anderson, Esq.
Murray, Plumb & Murray
75 Pearl Street
Portland, Maine 04101

To Purchaser at:

Tom Watson & Co., LLC
c/o Port Property Management, Inc.
82 Hanover Street, Suite 5
Portland, Maine 04101

With a copy, which shall not constitute notice, to:

Hawley R. Strait, Esq.
Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

All such communication shall be deemed made upon the earlier of (3) business days following deposit with the U.S. Mail or the date of receipt as disclosed on the return receipt (if sent by registered or certified mail), or upon delivery (if hand delivered), or upon delivery as indicated on the proof of delivery (if sent via FedEx or similar overnight express mail service), or upon time of confirmed receipt (if sent via Fax). With respect to any of the above-referenced methods of delivery, rejection or other refusal to accept or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice sent. Either party may change its address or its Fax number for purposes of this subparagraph by giving the other party notice of the new address or Fax number in the manner described herein.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Purchaser: **Tom Watson & Co., LLC**

By: _____
Name: John Lalberte
Title: Vice President

Signed this 18th day of May, 2022.

Seller:

Bayside I, LLC

By: _____
Name: Thomas A. Toye, III
Title: Member

Bayside II, LLC

By: _____
Name: Thomas A. Toye, III
Title: Member

Bayside III, LLC

By: _____
Name: Thomas A. Toye, III
Title: Member

Bayside IV, LLC

By: _____
Name: Thomas A. Toye, III
Title: Member

Escrow Agent: **Porta & Co.**

By: _____
Name: _____
Title: _____

EFFECTIVE DATE OF THIS CONTRACT: May 18, 2022.

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EXHIBITS "A-1 – A-4"

DESCRIPTION OF PROPERTY

(see attached)

EXHIBIT A - 1

BAYSIDE I, LLC PROPERTY

PARCEL 1 –

Comprised of:

1. 59-69 Preble Street/232-244 Oxford Street/60-64 Elm Street – (33-M-1); and
2. 66-68 Elm Street/228-330 Oxford Street – (33-M-12):

A certain lot or parcel of land, with the improvements thereon, situated on the southeasterly side of Oxford Street, the northeasterly side of Preble Street and the southwesterly side of Elm Street, in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine made for Bayside I, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 40 (the "Plan"), bounded and described as follows:

Beginning at a granite "M" monument found at the point of intersection of the northeasterly sideline of Preble Street and the southeasterly sideline of Oxford Street;

Thence, N 48° 33' 13" E by Oxford Street 207.26 feet to Elm Street;

Thence, S 43° 40' 43" E by Elm Street 122.92 feet to the land now or formerly of August Corporation as described in the deed recorded in said Registry of Deeds in Book 12033, Page 341;

Thence, S 47° 21' 26" W by land now or formerly of October Corporation and by the building on the premises herein described and the northeasterly extension thereof 209.61 feet to Preble Street;

Thence, N 42° 34' 00" W by Preble Street 127.22 feet to the point of beginning.

PARCEL 2 –

Comprised of:

1. 87-91 Preble Street – (33-G-1);
2. 79 Preble/78-84 Elm Street – (33-G-2-10);
3. 97 Preble Street/200-206 Lancaster Street East – (33-G-3);
4. 73-77 Preble Street/241-243 Oxford Street – (33-G-4);
5. 237-239 Oxford Street - (33-G-5);
6. 94-96 Elm Street/192-198 Lancaster Street - (33-G-6);
7. 90-92 Elm Street – (33-G-7);
8. 86 Elm Street – (33-G-8);
9. 233-235 Oxford Street - (33-G-12); and
10. 70-74 Elm Street/229-231 Oxford Street – (33-G-14-17):

A certain parcel of land with the buildings thereon situated on the southeasterly side of Lancaster Street, the southwesterly side of Elm Street, the northwesterly side of Oxford Street and the northeasterly side of Preble Street in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 2 on the Plan, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of Preble Street and the southeasterly sideline of Lancaster Street;

Thence, N 49° 39' 27" E by Lancaster Street 199.65 feet to Elm Street;

Thence, S 43° 45' 13" E by Elm Street 328.02 feet to Oxford Street;

Thence, S 48° 33' 13" W by Oxford Street 206.30 feet to Preble Street;

Thence, N 42° 34' 18" W by Preble Street 331.66 feet to the point of beginning.

Meaning and intending to convey and hereby conveying all of the remaining properties conveyed to Bayside I, LLC by Quitclaim Deed of October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 91.

EXHIBIT A - 2

BAYSIDE II, LLC PROPERTY

PARCEL 1 –

Comprised of:

1. 157-189 Lancaster Street East/97-109 Elm Street – (25-F-1 & 33-F-1)
2. 92-106 Kennebec Street/72 Cedar Street/Elm Street – (33-F-2)

A certain lot or parcel of land, with the improvements thereon, situated in the block bounded by Elm, Kennebec, Chestnut and Lancaster Streets, in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Kennebec Street, Lancaster Street East, Elm Street, Cedar Street and Oxford Street, Portland, Maine made for Bayside II, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 41 (the "Plan"), being bounded and described as follows:

Beginning at the intersection marking the northwesterly side of Lancaster Street and the northeasterly side of Elm Street;

Thence by the northeasterly side of Elm Street N 43° 46' 33" W, a distance of 158.86', to an angle in said Street;

Thence N 40° 53' 33" W a distance of 31.49' to the southeasterly side of Kennebec Street, marking a non-tangent point on a curve, in said Street;

Thence northeasterly by the southeasterly side of said Kennebec Street and by a curve to the left whose radius is 695.00', an arc distance of 210.01', to a point of tangency;

Thence continuing by said Kennebec Street N 48° 56' 54" E, a distance of 251.30', to the southwesterly side of said Chestnut Street;

Thence by the southwesterly side of said Chestnut Street S 44° 38' 26" E, a distance of 164.71' to the northwesterly side of said Lancaster Street;

Thence by the northwesterly side of said Lancaster Street S 49° 39' 27" W, a distance of 461.02', to the point of beginning.

The property is subject to a Notice of Abandoned Underground Oil Storage Facility or Tank Notice, dated April 6, 2011 and recorded in said Registry of Deeds in Book 28629, Page 238.

PARCEL 2 -

Comprised of:

1. 83-95 Elm Street/180-190 Lancaster Street – (33-H-18);
2. 54 Cedar Street/Lancaster Street East – (33-H-8);
3. 46-48 Cedar Street – (33-H-10);
4. 79-81 Elm Street – (33-H-5);
5. 69-77 Elm Street/217-227 Oxford Street – (33-H-6-7-14-15);
6. 36-38 Cedar Street – (33-H-13); and
7. 40-42 Cedar Street – (33-H-12)

A certain lot or parcel of land, with the improvements thereon situated on the northwesterly sideline of Oxford Street, the northeasterly sideline of Elm Street, the southwesterly sideline of Cedar Street and the southeasterly sideline of Lancaster Street East in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 2 on the Plan, bounded and described as follows:

Beginning at the point of intersection of the northwesterly sideline of Oxford Street and the northeasterly sideline of Elm Street;

Thence N 43° 45' 13" W along said sideline of Elm Street 327.06 feet to the southeasterly sideline of Lancaster Street East;

Thence N 49° 39' 27" E along said sideline of Lancaster Street East 210.57 feet to the southwesterly sideline of Cedar Street;

Thence S 43° 29' 51" E along said sideline of Cedar Street 40.00 feet to the northeasterly corner of land now or formerly of Archie and Margaret Tevanian;

Thence by the following courses and distances along said Tevanian land:

S 49° 39' 26" W 117.00 feet to a point;
S 42° 13' 00" E 39.96 feet to a point;
N 49° 39' 26" E 117.89 feet to a point on said sideline of Cedar Street;

Thence S 43° 29' 51" E along said sideline of Cedar Street 39.34 feet to the northeasterly corner of land now or formerly of Leon and Mary Tevanian;

Thence by the following courses and distances along said Tevanian land:

S 48° 42' 12" W 118.73 feet to a point;
S 42° 13' 00" E 40.00 feet to a point;
N 48° 41' 30" E 119.62 feet to a point on said sideline of Cedar Street;

Thence S 43° 29' 51" E along said sideline of Cedar Street 80.62 feet to the northeasterly corner of land now or formerly of Francis F. Buck;

Thence S 48° 41' 30" W along said Buck land 63.30 feet to a point;

Thence S 42° 36' 35" E along said Buck land 83.34 feet to a point on the northwesterly sideline of said Oxford Street;

Thence S 48° 38' 53" W along said sideline of Oxford Street 144.34 feet to the point of beginning.

PARCEL 3 -

Comprised of:

1. 156-174 Lancaster Street East/51-53 Cedar Street/84 Chestnut Street – (26-A-1)

A certain parcel of land, with the improvements thereon, situated on the southeasterly side of Lancaster Street, in the City of Portland, County of Cumberland, State of Maine and shown as Parcel 3 on the Plan, bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Lancaster Street and the southwesterly sideline of Chestnut Street;

Thence S 44° 38' 26" E along the sideline of Chestnut Street 88.08 feet;

Thence S 49° 39' 27" W 107.40;

Thence N 45° 57' 49" W 3.67 feet;

Thence S 31° 29' 21" W 4.67 feet;

Thence N 43° 29' 51" W 23.77 feet;

Thence S 49° 39' 27" W 35.69 feet;

Thence N 43° 29' 51" W 28.00 feet;

Thence S 49° 39' 27" W 72.00 feet to the northeasterly sideline of Cedar Street;

Thence N 43° 29' 51" W along said sideline 34.00 feet to the southeasterly sideline of Lancaster Street;

Thence N 49° 39' 27" E along said sideline 219.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to Bayside II, LLC by Quitclaim Deed of October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 144.

EXHIBIT A - 3

BAYSIDE III, LLC PROPERTY

Comprised of

1. 191 Oxford Street/66-68 Chestnut – (26-B-8);
2. 193-195 Oxford Street – (26-B-9);
3. 197 Oxford Street – (26-B-18)
4. 199-201 Oxford Street – (26-B-10-11)

A certain parcel of land, together with the improvements thereon, situated on the northwesterly side of Oxford Street in the City of Portland, County of Cumberland, State of Maine, and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Cedar Street, Chestnut Street, Elm Street and Oxford Street, Portland, Maine for Bayside III, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 42 (the "Plan"), bounded and described as follows:

Beginning at the intersection of the northwesterly sideline of Oxford Street and the southwesterly sideline of Chestnut Street;

Thence S 48° 37' 47" W along the sideline of Oxford Street 167.19 feet;

Thence N 43° 29' 51" W 67.00 feet;

Thence N 48° 37' 47" E 35.54 feet;

Thence N 00° 14' 40" E 2.72 feet;

Thence N 52° 33' 00" E 18.73 feet;

Thence N 41° 16' 13" W 3.10 feet;

Thence N 49° 06' 44" E 109.65 feet to the southwesterly sideline of Chestnut Street;

Thence S 44° 38' 26" E 70.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the remaining premises conveyed to Bayside III, LLC by Quitclaim Deed from October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 193.

EXHIBIT A - 4

BAYSIDE IV, LLC PROPERTY

PARCEL 1 -

Comprised of:

1. 91-95 Chestnut Street/147-155 Lancaster Street – (25-D-10)
2. 97-103 Chestnut Street/60-66 Kennebec Street – (25-D-9)

A certain lot or parcel of land, together with the improvements thereon, situated on the northwesterly side of Lancaster Street and the northeasterly side of Chestnut Street, in the City of Portland, County of Cumberland, and State of Maine, and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Cedar Street, Lancaster Street East, Chestnut Street and Oxford Street, Portland, Maine for Bayside IV, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 43 (the "Plan"), bounded and described as follows

Beginning at the intersection of the northeasterly side of said Chestnut Street and the northwesterly side of Lancaster Street;

Thence by the northeasterly side of Chestnut Street N 44° 38' 26" W, a distance of 165.33 feet, to the southeasterly side of Kennebec Street;

Thence by the southeasterly side of said Kennebec Street N 49° 02' 07" E, a distance of 84.95 feet, to the northwesterly corner of land conveyed to E. Perry Iron and Metal Co. as described in the deed recorded in said Registry of Deeds in Book 12604 Page 268;

Thence by land now or formerly of said E. Perry Iron and Metal Co. on the following courses:

S 40° 57' 53" E, a distance of 117.11 feet;
N 49° 02' 47" E, a distance of 40.11 feet;
S 43° 43' 01" E, a distance of 47.93 feet, to the northwesterly side of said Lancaster Street;

Thence by the northwesterly side of said Lancaster Street S 49° 02' 07" W, a distance of 116.76 feet to the point of beginning.

PARCEL 2 -

Comprised of:

1. 82 Chestnut Street/Hall's Court – (26-A-5-14)
2. 1-5 Hall's Court – (26-A-6-7)

A certain parcel of land, together with the improvements thereon, situated on the southwesterly side of Chestnut Street and the northwesterly side of Hall's Court, so-called, in the City of Portland, County of Cumberland, State of Maine and shown as Parcel 2 on the Plan, bounded and described as follows:

Beginning at the intersection of the southwesterly sideline of Chestnut Street and the northwesterly sideline of Hall's Court;

Thence S 49° 19' 48" W along the sideline of Halls Court 112.65 feet;

Thence N 43° 29' 51" W 31.09 feet;

Thence N 49° 39' 27" E 112.08 feet to the southwesterly sideline of Chestnut Street;

Thence S 44° 38' 26" E 30.48 feet to the point of beginning.

PARCEL 3 –

Comprised of:

1. 78 Chestnut Street/Halls Court – (26-B-5);
2. 74 Chestnut Street – (26-B-6-15);
3. 4-8 Hall’s Court – (26-B-4-17);
4. 35 Cedar Street – (26-B-16)

A certain parcel of land, together with the improvements thereon, situated on the southwesterly side of Chestnut Street and the southeasterly side of Hall's Court, so-called, in the City of Portland, County of Cumberland, State of Maine and shown as Parcel 3 on the Plan, bounded and described as follows:

Beginning at the intersection of the southwesterly sideline of Chestnut Street and the southeasterly sideline of Hall's Court;

Thence S 44° 38' 26" E along the sideline of Chestnut Street 78.04 feet;

Thence S 49° 06' 44" W 108.67 feet;

Thence S 43° 14' 05" E 39.95 feet;

Thence S 41° 16' 13" E 3.10 feet;

Thence S 52° 33' 00" W 18.73 feet;

Thence S 00° 14' 40" W 2.72 feet;

Thence S 48° 37' 47" W 35.54 feet;

Thence N 43° 29' 51" W 33.00 feet;

Thence S 48° 37' 47" W 57.00 feet to the northeasterly sideline of Cedar Street;

Thence N 43° 29' 51" W along said sideline 23.00 feet;

Thence N 48° 37' 47" E 113.42 feet;

Thence N 43° 14' 05" W 58.51 feet to the southeasterly sideline of Hall's Court;

Thence along said sideline the following courses and distances:

N 33° 50' 09" E 19.40 feet;
N 42° 14' 19" E 19.88 feet;
N 49° 19' 48" E 68.00 feet to the point of beginning.

PARCEL 4

Comprised of:

1. 205-209 Oxford Street/27-31 Cedar Street – (26-B-12-13)

A certain parcel of land, together with the improvements thereon, situated on the northwesterly side of Oxford Street, and the northeasterly side of Cedar Street in the City of Portland, County of Cumberland State of Maine and shown as Parcel 4 on the Plan, bounded and described as follows:

Beginning at the intersection of the northwesterly sideline of Oxford Street and the northeasterly sideline of Cedar Street;

Thence N 43° 29' 51" W along the sideline of Cedar Street 64.50 feet;

Thence N 48° 37' 47" E 57.00 feet;

Thence S 43° 29' 51" E 64.50 feet to the northwesterly sideline of Oxford Street;

Thence S 48° 37' 47" W along said sideline 57.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the remaining premises conveyed to Bayside IV, LLC by Quitclaim Deed of October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 242.

PARCEL 5

Comprised of: 50 Cedar Street – (33-H-9)

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

Beginning at a stake on the line of said Street distant two hundred forty-four and four tenths (244.4) feet northwesterly from Oxford Street at the northerly comer of land sold by the Administrator of William Webb's Estate to Josiah M. Haskell and running thence northwesterly by said Cedar Street forty (40) feet to a stake;

Thence southwesterly on a line parallel with the northwesterly side of said Haskell's land one hundred seventeen (117) feet, more or less, to the southwesterly sideline of land of which the said Webb died seized;

Thence southeasterly by said southwesterly sideline of said Webb's land to most westerly corner of said Haskell's lot:

Thence northeasterly by said Haskell's land one hundred seventeen (117) feet, more or less, to the point of beginning.

Being the same premises conveyed by Quitclaim Deed with Covenant dated November 16, 2018 from 50 Cedar Street, LLC, to Bayside IV, LLC, and recorded in the Cumberland County Registry of Deeds in Book 35293, Page 77.

Exhibit B

Leases

BOULOS ASSET MANAGEMENT

Rent Roll

BAYSIDE I, LLC

May 17, 2022

LOCATION	LEASED PREMISES	TENANT	UNIT NO.	SQUARE FEET	LEASE TERM FROM	LEASE TERM TO	OPTION TYPE	OPTION YEARS	OPTION RATE	NOTES	ANNUAL BASE RENT	EXPENSE REIMBURSEMENT	GROSS RENT	PER SQUARE FOOT
62 ELM	63 Preble St, 1st fl	PORTLAND COMMUNITY HEALTH CENTER	508 - 1004	4,200	04/01/14	03/31/27	1	5	MARKET	4	$ 70,691.76	$ 14,379.32	$ 85,071.08	$ 13.51
62 ELM		MAINE VOCATIONAL AND REHABILITATION ASSOCIATES, INC.	508 - 1009	2,177	08/13/12	08/31/23	NONE	NONE	NONE		$ 55,300.20	$ 7,279.44	$ 62,579.64	$ 11.95
62 ELM		MAINE VOCATIONAL/REHAB. ASSOCIATES, INC. (Billed under 508-1009)	508 - 1009A	2,860	08/13/12	08/31/23	NONE	NONE	NONE		$ -	$ -	$ -	$ -
62 ELM		MAINE VOCATIONAL/REHAB. ASSOCIATES, INC. (Billed under 508-1009)	508 - 1011	200	08/13/12	08/31/23	NONE	NONE	NONE		$ -	$ -	$ -	$ -
62 ELM	234 Oxford, 1st Fl	ASAL LOGISTICS, INC.	508 - 1012	860	11/09/16	TAW	NONE	NONE	NONE		$ 6,711.12	$ 920.27	$ 7,631.39	$ 8.87
62 ELM	234 Oxford, 1st Fl	PORTLAND COMMUNITY HEALTH CENTER (billed under 508-1004)	508 - 1014	2,097	04/01/17	03/31/27					$ -	$ -	$ -	$ -
62 ELM		SPURWINK SERVICES INC.	508 - 1021	1,200	10/01/21	02/29/24	1	2-4 YRS	+3%/YR	3	$ 36,668.04	$ -	$ 36,668.04	$ 30.56
62 ELM		SPURWINK SERVICES INC. (billed under 508-1021)	508 - 1022	2,360	10/01/21	02/29/24					$ -	$ -	$ -	$ -
62 ELM		SPURWINK SERVICES INC.	508 - 1023	6,658	02/26/19	02/29/24	1	2-4 YRS	+3%/YR	3	$ 93,651.36	$ 1,931.89	$ 95,583.25	$ 14.36
62 ELM	60 Elm Street	SPURWINK SERVICES, INC. -Includes Hallway	508 - 1027	2,208	04/15/22	02/29/24	1	2-4 YRS	+3%/YR		$ 28,704.00	$ -	$ 28,704.00	$ 13.00
62 ELM	60 Elm Street	SPURWINK SERVICES INC.	508 - 1029	1,400	01/27/20	02/29/24	1	2-4 YRS	+3%/YR	3	$ 14,852.64	$ -	$ 14,852.64	$ 9.50
190 LANCASTER	190 Lancaster	OPPORTUNITY ALLIANCE	509 - 100	3,100	04/28/17	04/30/27	1	2-5 YRS	See Lease	9	$ 41,072.04	$ 6,469.92	$ 47,541.96	$ 15.34
190 LANCASTER	190-196 Lancaster	VACANT	509 - 110	5,912							$ -	$ -	$ -	$ -
190 LANCASTER		VACANT	509 - 112B	765							$ -	$ -	$ -	$ -
190 LANCASTER		VACANT	509 - 112F	528							$ -	$ -	$ -	$ -
190 LANCASTER	81-85 Preble Street	VACANT	509 - 113	3,012							$ -	$ -	$ -	$ -
190 LANCASTER	82 Elm Street	RECOVERY CONNECTIONS OF MAINE, LLC	509 - 115	1,390	01/14/21	01/31/24	1	2-3 YRS	MARKET	8	$ 21,475.56	$ -	$ 21,475.56	$ 15.45
190 LANCASTER	80 Elm Street	BRICKLIGHT REALTY MANAGEMENT, LLC	509 - 116	800	03/05/21	03/31/23	1	1-1 YEAR	BR + 3%	6	$ 12,360.00	$ -	$ 12,360.00	$ 15.45
190 LANCASTER	76 Elm Street	MAINE PRETRIAL SERVICES, INC.	509 - 117	2,250	03/09/17	03/31/27	NONE	NONE	NONE		$ 29,025.00	$ 3,220.65	$ 32,245.65	$ 14.33
190 LANCASTER	237 Oxford Street	MAINEHEALTH	509 - 221A	402	01/29/18	05/31/25	NONE	NONE	NONE		$ 86,747.04	$ 5,890.53	$ 92,637.57	$ 15.40
190 LANCASTER	237 Oxford Street	MAINE ACCESS IMMIGRANT NETWORK	509 - 225	2,298	12/13/13	TAW	NONE	NONE	NONE		$ 6,077.64	$ 2,043.38	$ 8,121.02	$ 3.53
190 LANCASTER	237 Oxford, 2nd Fl	MAINEHEALTH - billed under 509-221A	509 - 222	1,715	05/14/19	05/31/25	NONE	NONE	NONE		$ -	$ -	$ -	$ -
190 LANCASTER	237 Oxford, 2nd Fl	GOODWILL INDUSTRIES OF NNE	509 - 223	660	05/24/17	03/31/24	1	4-2 YRS	MARKET	2	$ 10,777.80	$ -	$ 10,777.80	$ 16.33
190 LANCASTER	237 Oxford, 2nd Fl	PASTOR LAWUM KAYAMBA	509 - 224	405	12/01/15	MTM	NONE	NONE	NONE		$ 4,200.00		$ 4,200.00	$ 10.37
190 LANCASTER	237 Oxford, 2nd Fl	MICHAEL BEAN	509 - 226A&B	293	07/01/10	MTM	NONE	NONE	NONE		$ 3,987.72	$ 459.59	$ 4,447.31	$ 15.18
190 LANCASTER	237 Oxford, 2nd Fl	MOHAMUD BARRE	509 - 226C&D	308	07/01/10	MTM	NONE	NONE	NONE		$ 3,714.24		$ 3,714.24	$ 12.06
190 LANCASTER	190 Lancaster, 2nd	GOODWILL INDUSTRIES OF NNE	509 - 200	6,925	04/01/15	03/31/24	1	4-2 YRS	MARKET	1	$ 113,080.80	$ 6,200.52	$ 119,281.32	$ 17.22
190 LANCASTER	190 Lancaster	SWEETSER	509 - 130C	3,697	07/01/16	06/30/25	NONE	NONE	NONE		$ 46,940.64	$ 5,448.32	$ 52,388.96	$ 14.17
190 LANCASTER	190 Lancaster, 3rd	OPPORTUNITY ALLIANCE	509 - 310	11,500	05/22/17	05/31/27	1	2-Five Years	See Lease	7	$ 149,375.64	$ 16,958.74	$ 166,334.38	$ 14.46
190 LANCASTER	74 Elm St.	PEOPLEREADY, INC. fka Labor Ready Northeast, Inc.	509 - 2040	2,124	05/31/12	11/30/22	1	5 yrs.	MARKET	5	$ 28,738.56	$ 3,711.64	$ 32,450.20	$ 15.28
190 LANCASTER	74 Elm St.	AM-AT-UER SERVICE, INC.	509 - 2042	1,800	10/01/00	09/30/23	NONE	NONE	NONE		$ 29,877.96	$ -	$ 29,877.96	$ 16.60
77 PREBLE		VACANT - *BASEMENT NOT RENTABLE*	509 - 3050	3,800							$ -	$ -	$ -	$ -
77 PREBLE	241 Oxford Street	MAINE HEALTH - billed under 509-221A	509 - 3052	3,900	10/17/02	05/31/25	NONE	NONE	NONE		$ -	$ -	$ -	$ -
196 LANCASTER	97 Preble St.	COMPLETE LABOR AND STAFFING, LLC	509 - 4001	2,631	01/01/12	12/31/22	NONE	NONE	NONE		$ 31,659.60	$ 3,000.94	$ 34,660.54	$ 13.17
196 LANCASTER	200 Lancaster St.	SPECIALIZED HEALTH MANAGEMENT	509 - 4002	593	01/01/99	12/31/22	NONE	NONE	NONE		$ 10,374.72	$ 1,356.40	$ 11,731.12	$ 19.78
196 LANCASTER	198 Lancaster	PHOODIE MARKETING d/b/a ESEM Foods, LLC	509 - 4003	1,000	04/17/19	04/30/23	NONE	NONE	NONE		$ 14,205.48	$ -	$ 14,205.48	$ 14.21
		TOTALS		88,028							$ 950,269.56	$ 79,271.55	$ 1,029,541.11	$ 11.70
		TOTAL OCCUPIED SQUARE FEET		77,811										
		TOTAL VACANT SQUARE FEET		10,217										

OPTION TYPE

1. Option to renew at either a stated rent or a rent to be negotiated.
2) The option or options may be exercised by the Tenant any time up to the expiration of the tenancy; lack of such notice combined with continued occupancy will automatically trigger an exercise of the option. Under this option, the Landlord has no right to terminate the tenancy.

NOTES

1) Has four 2 year options, Option ND = 9/30/23, 9/30/25, 9/30/27, 9/30/29.
2) Options are conterminous with 509-200.
3) Option NDs 8/31/23 and 8/31/27.
4) Option ND 3/31/26.
5) One 5-year optios; ND 8/31/22.
6) One 1-yar option; ND 12/31/22. Option Rent is Base Year rent plus 3%.
7) 1st Option ND 8/31/26; 1st Option Rent: Year 1 $14,018.44; Yr 2 $14,298.80; Yr 3 $14,584.78; Yr 4 $14,876.48; Yr 5 $15,174.01. 2nd Option ND 8/31/31; 2nd Option Rent:Year 1 $15,477.49; Yr 2 $15,787.04; Yr 3 $16,102.78; Yr 4 $16,424.83; Yr 5 $16,753.33.
8) Has two 4 year options. Option ND 8/4/23 and 8/4/26.
9) Has two 4 year options. Option ND 7/31/2026 and 7/31/2031.

BOULOS PROPERTY MANAGEMENT
Rent Roll

BAYSIDE II, LLC

BAYSIDE II, LLC - 165-175-185 LANCASTER STREET

May 17, 2022

ADDRESS	LOCATION	UNIT NO.	SQUARE FEET	LEASE TERM FROM	TO	OPTION TYPE	OPTION YEARS	OPTION RATE	NOTES	ANNUAL BASE RENT	ANNUAL EXPENSE REIMBURSEMENT	ANNUAL GROSS RENT	RENT PER SQUARE FOOT
165 Lancaster	MAINEHEALTHCARE - COMMUNITY COUNSELING CENTER	512 - 100	33,074	04/22/11	04/30/26	1	5 yrs.	2.5% ESCALATOR -	2	$ 622,250.40	$ 2,134.60	$ 624,385.00	$ 18.88
	VACANT	512 - 101	660										
185 Lancaster	BAXTER ACADEMY (billed under 512-200A)	512 - 100A	19,624	12/01/17	9/30/1942					$ -	$ -	$ -	$ -
185 Lancaster	BAXTER ACADEMY	512 - 200A	12,360	09/14/17	9/30/2042	1	Two (5 Yrs)	2% Escalator - Base Rent	3	$ 339,416.76	$ 6,863.14	$ 346,279.90	$ 28.02
175 Lancaster	VACANT	512 - 208D	319							$ -	$ -	$ -	$ -
175 Lancaster	THE STORY BOARD, LLC	512 - 209	745	04/15/16	04/30/23	1	One option (2 Yrs)	3% ESCALATOR - BASE RENT	1	$ 9,068.52	$ -	$ 9,068.52	$ 12.17
175 Lancaster	INSTITUTE FOR FINANCIAL LITERACY, INC.	512 - 210	737	10/01/18	09/30/22	NONE	NONE	NONE		$ 8,730.00	$ 141.32	$ 8,871.32	$ 12.04
185 Lancaster	SEA CHANGE YOGA	512 - 213	1,050	02/23/22	03/31/23	1	Three (1 year)	3% ESCALATOR - BASE RENT	4	$ 14,700.00	$ -	$ 14,700.00	$ 14.00
175 Lancaster	DEFENDIFY, INC.	512 216	3,584	11/06/19	11/30/22	NONE	NONE	NONE		$ 84,700.92	$ 391.89	$ 85,092.81	$ 11.72
175 Lancaster	VACANT	512 - 214	473							$ -	$ -	$ -	$ -
175 Lancaster	DEFENDIFY, INC. (billed under Suite 216)	512 216A	3,674	11/06/19	11/30/22	NONE	NONE	NONE		$ -	$ -	$ -	$ -
175 Lancaster	CONGOLESE COMMUNITY OF MAINE, LLC	512 - 216B	1,183	01/24/20	03/31/22	NONE	NONE	NONE		$ 15,060.60	$ 1,632.48	$ 16,693.08	$ 14.11
175 Lancaster	RESTORATIVE JUSTICE PROJECT MAINE	512 - 217A	2,213	07/01/18	06/30/23	NONE	NONE	NONE		$ 26,600.16	$ -	$ 26,600.16	$ 6.53
175 Lancaster	ProsperityME	512 - 218A	1,059	05/10/22	05/31/24				5	$ 20,046.36		$ 20,046.36	$ 18.93
175 Lancaster	VACANT	512 - 219A	670							$ -	$ -	$ -	$ -
175 Lancaster	PORTLAND COURIER	512 - 219B	263	12/01/05	2/28/2023	NONE	NONE	NONE		$ 3,155.88	$ 341.88	$ 3,497.76	$ 13.30
175 Lancaster	SEXUAL ASSAULT RESPONSE SERVICES OF SOUTHERN MAINE	512 - 220A	1,860	09/15/12	10/31/22	NONE	NONE	NONE		$ 51,048.60	$ 3,099.99	$ 54,148.59	$ 13.73
175 Lancaster	SEXUAL ASSAULT RESPONSE SERVICES OF SOUTHERN MAINE	512 - 221	2,084	01/17/18	10/31/22	NONE	NONE	NONE		$ -	$ -	$ -	$ -
	GREG SCHILLING - BASEMENT STORAGE		0	09/01/11	MTM	NONE	NONE	NONE		$ 1,800.00	$ -	$ 1,800.00	$ -
	ADMIN. OFFICE OF THE COURTS - Basement	512 - 1B	0	06/15/98	TAW	NONE	NONE	NONE		$ 900.00	$ -	$ 900.00	#DIV/0!
	BOULOS PROPERTY MANAGEMENT - Basement	512 - 4B	0	02/01/02	TAW	NONE	NONE	NONE		$ 1,134.00	$ -	$ 1,134.00	$ -
	THIRD FLOOR NOT LEASABLE DUE TO CODE ISSUE		1,659										
	TOTAL BUILDING SQUARE FOOTAGE		85,632							$ 1,198,612.20	$ 14,605.30	$ 1,213,217.50	$ 14.17
	TOTAL LEASABLE SQUARE FOOTAGE		83,973										
	TOTAL OCCUPIED SQUARE FEET		82,324										
	TOTAL VACANT SQUARE FEET		1,649										

OPTION TYPE

1) Option to renew at either a stated rent or a rent to be negotiated.

NOTES

1) One 2-year option w/ND of 07/30/22.
2) One 5-year option. ND of 4/30/25.
3) First Option ND 12/31/41; Second Option ND 12/31/2046.
4) First Option ND 10/2/22; Second ND 10/2/23; Third ND 10/2/24.
5) Rent increases to $1,363.45 on TBD. Base Year 2021, Additional Expense Reimbursment not included in calculation above. Tenant has 3 parking spaces at the rate of $75.00 per space per month.

BOULOS PROPERTY MANAGEMENT

Rent Roll

BAYSIDE III, LLC

May 17, 2022

	TENANT	UNIT NO.	SQUARE FEET	LEASE TERM FROM	LEASE TERM TO	OPTION TYPE	OPTION YEARS	OPTION RATE	NOTES	ANNUAL BASE RENT	ANNUAL EXPENSE REIMBURSEMENT	ANNUAL GROSS RENT	RENT PER SQUARE FOOT
197 OXFORD	CITY OF PORTLAND	513 - 1001	1,800	07/01/97	02/28/23	NONE	NONE	NONE	1	$ 28,936.56	$ 4,988.59	$ 33,925.15	$ 18.85
197 OXFORD	CITY OF PORTLAND - 201-203 Oxford	513 - 2001	9,000	07/01/97	02/28/23	NONE	NONE	NONE	2	$ 132,664.80	$ -	$ 132,664.80	$ 14.74
			10,800							$ 161,601.36	$ 4,988.59	$ 166,589.95	$ 15.42
	TOTAL OCCUPIED SQUARE FEET		10,800										
	TOTAL VACANT SQUARE FEET		0										

BOULOS ASSET MANAGEMENT

Rent Roll

BAYSIDE IV, LLC

May 17, 2022

TENANT	UNIT NO.	SQUARE FEET	LEASE TERM FROM	LEASE TERM TO	OPTION TYPE	OPTION YEARS	OPTION RATE	ANNUAL BASE RENT	ANNUAL EXPENSE REIMBURSEMENT	ANNUAL GROSS RENT	RENT PER SQUARE FOOT
PARKING CARD DEPOSITS	515 - D	0			NONE	NONE	NONE	$ -	$ -	$ -	$ -
CITY OF PORTLAND - GARDEN	515 - L	0	07/01/01	TAW	NONE	NONE	NONE	$ 1.00	$ -	$ 1.00	
VACANT	515 - 101	0						$ -	$ -	$ -	
VACANT	VACANT - 102	0								$ -	$ -
VACANT	512 - 2P	0							$ -	$ -	$ -
VACANT	515 - 401	0						$ -	$ -	$ -	$ -
	VACANT									$ -	
TOTALS		0						$ 1.00	$ -	$ 1.00	$ -
TOTAL OCCUPIED SQUARE FEET	VACANT	0								$ -	
TOTAL VACANT SQUARE FEET		0									

OPTION TYPE

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **60 Elm Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 60 Elm Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

60 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **73 Elm Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 73 Elm Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

73 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **89 Elm Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside II, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 89 Elm Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

89 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside II, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **149 Lancaster Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside IV, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 149 Lancaster Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

149 Lancaster Street LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside IV, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **196 Lancaster Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 196 Lancaster Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

196 Lancaster Street LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **197 Oxford Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside III, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 197 Oxford Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

197 Oxford Street LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside III, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **WBP Commercial LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, Bayside II, LLC, Bayside III, LLC and Bayside IV, LLC, each a Maine limited liability company and, collectively, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting (a) real property and improvements thereon located at 165-185 Lancaster Street, Portland, Maine; (b) real property and improvements thereon located at 82 Chestnut Street, Portland, Maine; (c) real property and improvements thereon located at 190 Lancaster Street, Portland, Maine; and (d) real property and improvements thereon located at 62 Elm Street, Portland, Maine (items (a) through (d) are referred to herein collectively as the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

By: _____
John Laliberte, its Vice President

ASSIGNEE:

WBP Commercial LLC

By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

Bayside II, LLC

By: _____
Thomas A. Toye, III, Member

Bayside III, LLC

By: _____
Thomas A. Toye, III, Member

Bayside IV, LLC

By: _____
Thomas A. Toye, III, Member

Evidence of State or Federal Approvals

Not applicable – no State or Federal approvals are required for this project at this time.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

60 Elm Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

89 Elm Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

149 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

163 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

195 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

196 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

235 Oxford Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	207.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	1.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	SEE TABLE	56
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density			
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional):			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

Portland, Maine — Yes. Life's good here.

Planning & Urban Development Department

60 Elm Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	11,535 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	92.61 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	3 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	TBD	0
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

89 Elm St

ZONING ANALYSIS Relevant Zone(s) B-3

All Projects:

	Required	Proposed
Lot Size	N/A	28,082 SF
Area Per Dwelling Unit	None	
Minimum Street Frontage	15'	132'
Front Yard Minimum	None	7.6'
Front Yard Maximum	5'	18'
Rear Yard	None	0.3'
Yard Right	None	2.88'
Yard Left	None	2.88'
Side Street Setback	None	
Step Back	None	
Maximum Lot Coverage	None*	
Minimum Lot Coverage	N/A	
Maximum Height	80**	< 80'
Open Space	N/A	
Maximum Impervious Area	100%	
Pavement Setback	None	
Floor Area Ratio	None	
Off Street Parking Spaces	None***	
Loading Bays	N/A	
Other 1	30'****	<30'
Other 2		
Other 3		

Total Lot Size: 35,282 SF (.81 AC)

*Max 25% of lot area for portions of structures exceeding 125 feet in height

**See Bayside Height Overlay Map

***See Section S, Parking Study

****Max length of undifferentiated blank wall along publicly accessible way

89 Elm St

ZONING ANALYSIS Relevant Zone(s) R-6

All Projects:

	Required	Proposed
Lot Size	2,000 SF	7,185 SF
Area Per Dwelling Unit	725 SF	1,960 SF
Minimum Street Frontage	20'	132'
Front Yard Minimum	5'	14.40'
Front Yard Maximum	N/A	
Rear Yard	10'	10.40'
Yard Right	5'	11.50'
Yard Left	5'	11.50'
Side Street Setback	N/A	
Step Back	35'*	35'
Maximum Lot Coverage	60%	40%
Minimum Lot Coverage	N/A	
Maximum Height	45'	<45'
Open Space	20%	38%
Maximum Impervious Area	100%	
Pavement Setback	None	
Floor Area Ratio	None	
Off Street Parking Spaces	None**	
Loading Bays	N/A	
Other 1	20'***	>20'
Other 2		
Other 3		

Total Lot Size: 35,282 SF (.81 AC)

*Additional 5' setback above 35'

**See Section S, Parking Study

***Lot width

149 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B7

All Projects:

	Required	Proposed
Lot Size	N/A	115,117 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	N/A	N/A
Front Yard Minimum	N/A	N/A
Front Yard Maximum	10 FT	1.00 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	N/A	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	35'	N/A
Floor Area Ratio	N/A	N/A
Off Street Parking Spaces	TBD	0
Loading Bays		
Other 1		
Other 2		
Other 3		

163 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B7

All Projects:

	Required	Proposed
Lot Size	N/A	32,266 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	N/A	199.44
Front Yard Minimum	N/A	N/A
Front Yard Maximum	10 FT	3.5 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	N/A	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	105
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	35'	N/A
Floor Area Ratio	N/A	N/A
Off Street Parking Spaces	TBD	0
Loading Bays		
Other 1		
Other 2		
Other 3		

195 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B7

All Projects:

	Required	Proposed
Lot Size	N/A	14514 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	N/A	198.44 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	10 FT	3.00 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	N/A	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	55 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	N/A	N/A
Off Street Parking Spaces	TBD	14
Loading Bays		
Other 1		
Other 2		
Other 3		

196 Lancaster Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	28,5961SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	199.65 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	39.65 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	85 FT
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	TBD	34
Loading Bays	N/A	
Other 1		
Other 2		
Other 3		

235 Oxford Street

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	16528 SF
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	15 FT	206.3 FT
Front Yard Minimum	N/A	N/A
Front Yard Maximum	5 FT	4.33 FT
Rear Yard	N/A	N/A
Yard Right	N/A	N/A
Yard Left	N/A	N/A
Side Street Setback	N/A	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	NONE/25%	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	SEE MAP	65'
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	NONE/15,000 SF	N/A
Off Street Parking Spaces	TBD	0
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

Assessment of Compliance with Master Development Plan Standards

14.1.1 In general

A. Integration with the surrounding context: See enclosed Section 11. Neighborhood context statement & attached to this section Integration with Surrounding Context Narrative.

B. Consistency with City plans: See attached to this section Consistency with City Plans narrative prepared by Levine Planning Strategies

14.7.2 Natural Features & Open Space

A. Preservation of natural features: See enclosed Section 12. Natural Features & Open Space.

B. Provisions for open space: See enclosed Section 12. Natural Features & Open Space & attached Landscape & Site Plans.

14.7.3 Historic Preservation

A. See enclosed Section 13. View & Historic Features.

B. N/A

14.7.4 Infrastructure

A. Adequacy of infrastructure capacity: See enclosed Section 15. Utilities.

B. Continuation of street grid: No changes are planned to the existing city blocks and street grid in the neighborhood. See attached site plan for proposed development layout.

14.7.5 Design

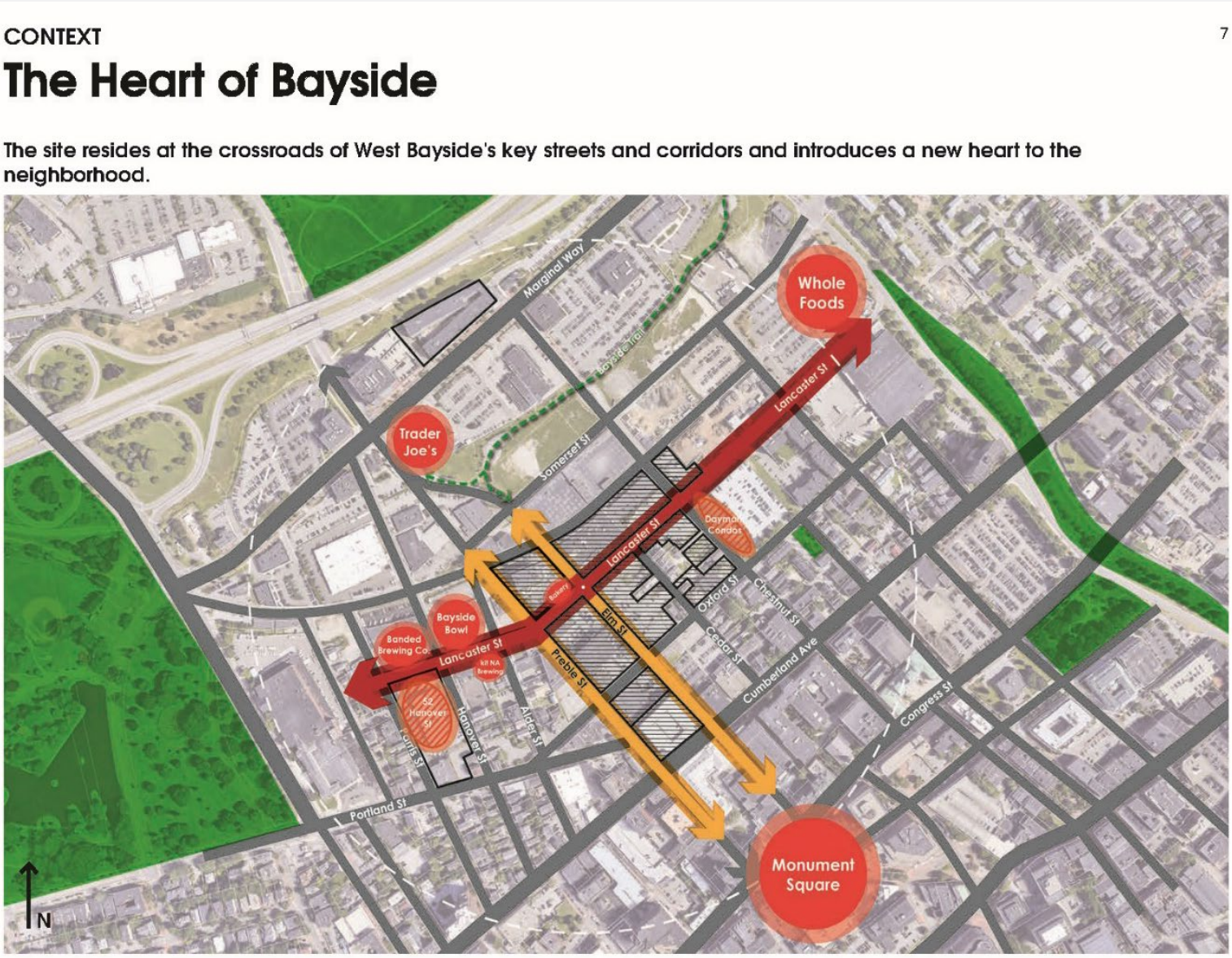
A. Creation of Cohesive Identity: See attached to this section Creation of Cohesive Identity documents prepared by Stantec.

Integration with the surrounding context. *A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.*

Land use

The master plan's housing program represents and extension of West Bayside's residential neighborhood land uses.

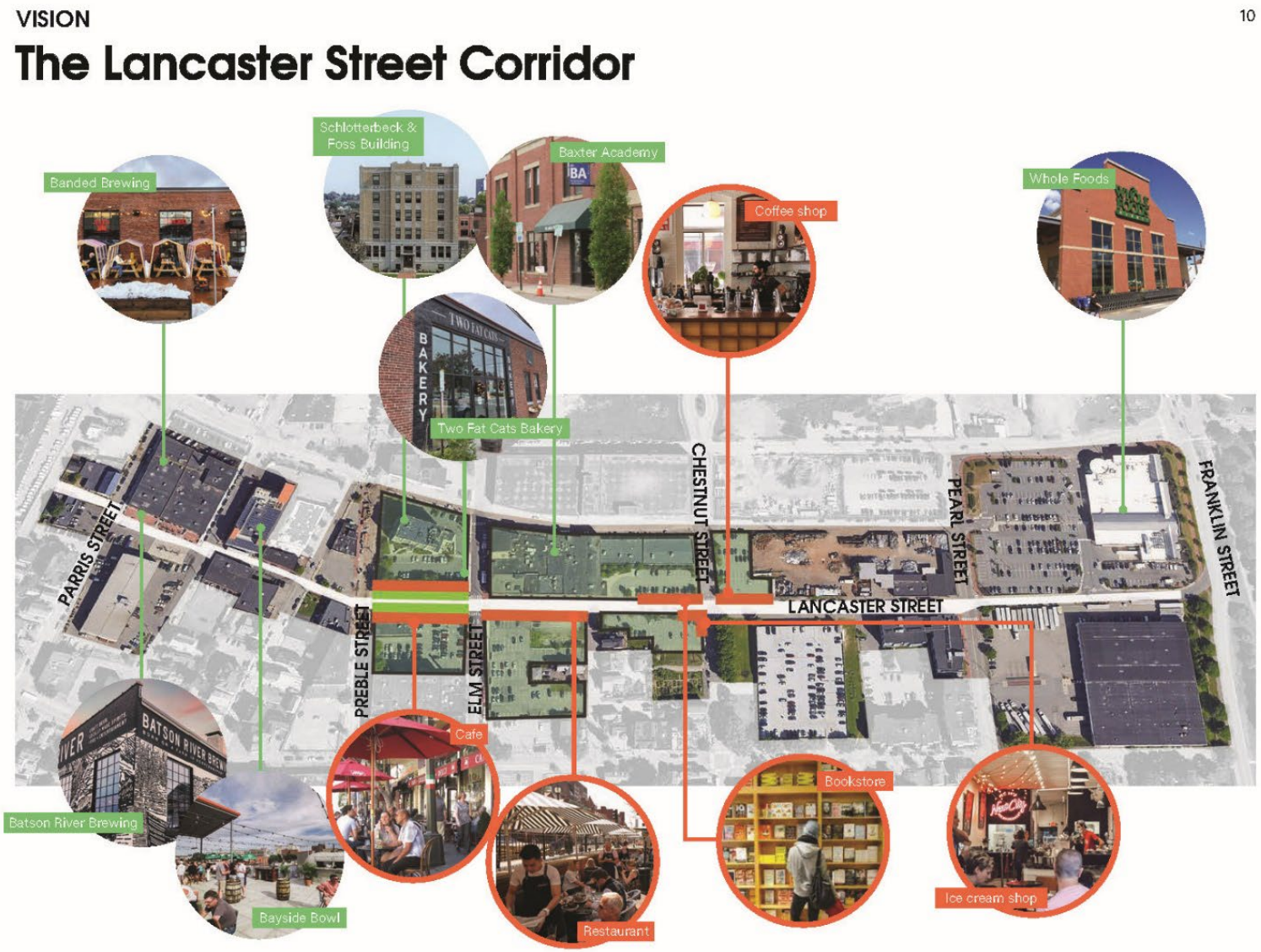
Additionally, the project connects emerging and established local amenities and landmarks to the east/west along Lancaster Street and north/south to downtown along Elm and Preble Streets.



Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Land use (cont.)

The master plan extends and infills the emerging corridor of amenities and destinations along Lancaster Street, connecting recent developments at the Parris Street end with Whole Foods at the Franklin Street end for a consistent and cohesive pedestrian experience from end to end.



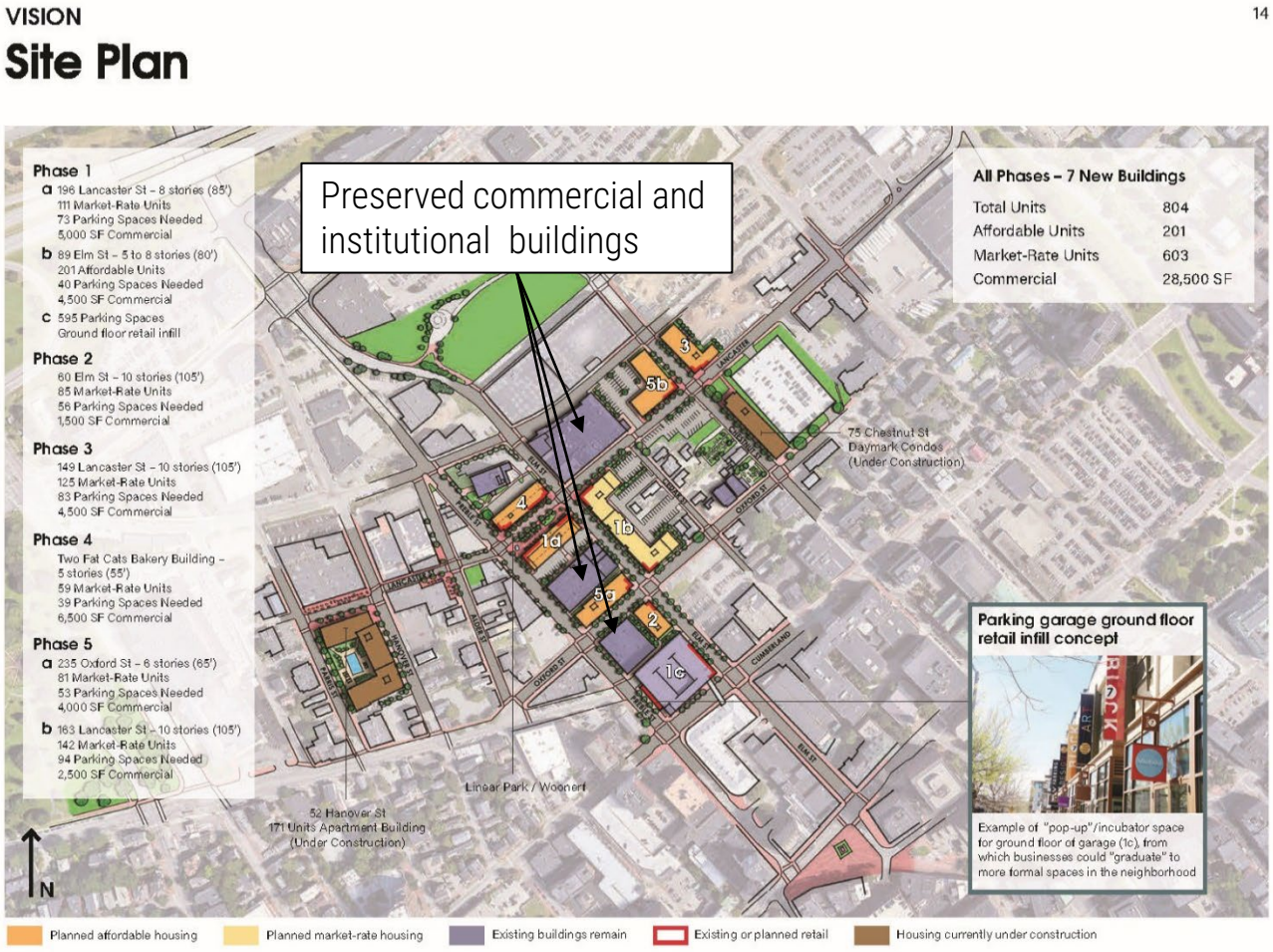
Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Land use (cont.)

The master plan includes retaining and, in some cases, renovating multiple existing commercial and institutional buildings within the master plan area. The developer intends to maintain leases with willing local community service providers that occupy these spaces and consolidate those displaced from demolished buildings into preserved buildings.

This approach will help continue the Bayside neighborhood's role as a home for important community resources serving both the local neighborhood and the City more broadly.

The plan also envisions retrofitting the Public Market parking garage with infill retail and amenity uses, strengthening the experiential connection to downtown along Preble and Elm Streets.



Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Architecture

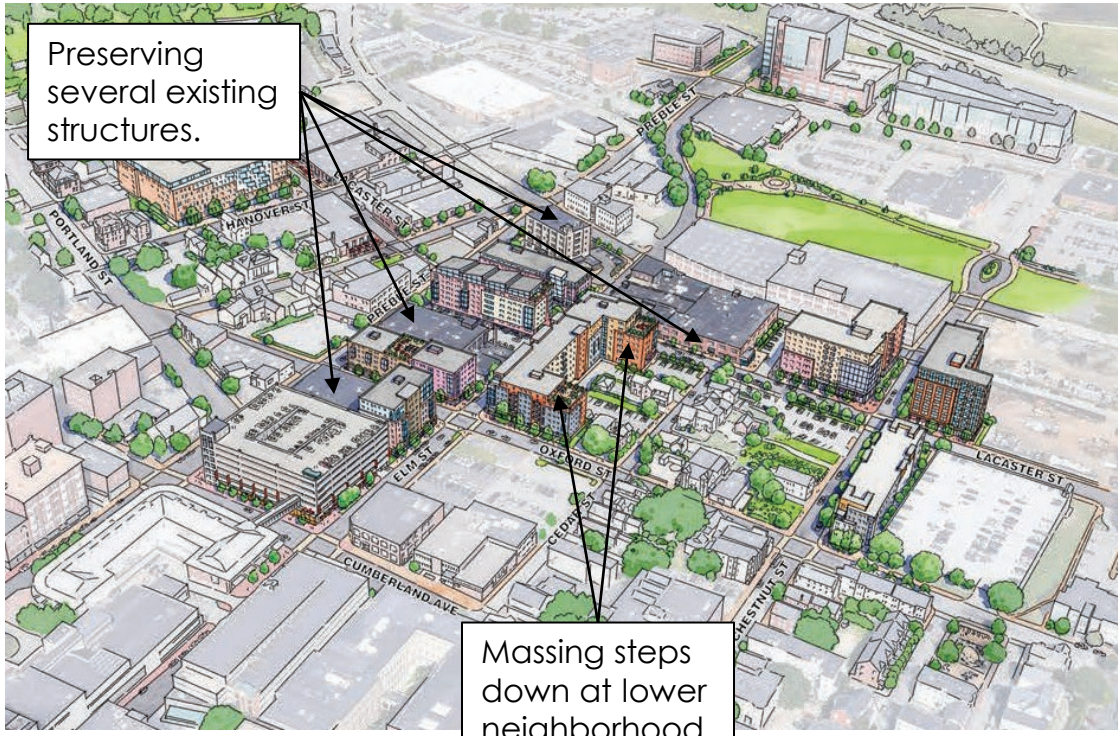
Buildings will be designed to incorporate visual diversity between new structures and avoid a monolithic appearance across the parcels. Their architectural style will blend contemporary and contextual elements to add new visual interest while resonating with existing neighborhood character. Architectural design will be consistent with the Bayside Design Standards.

Several existing structures will be retained throughout the master plan, complementing new buildings with their established neighborhood character.

Most new buildings will be sited on surface parking lots, adding infill development to the neighborhood with reduced displacement of existing structures.

Building heights are all consistent with current zoning, requiring no variances or waivers that would drive heights above currently approved limits.

Buildings step down in height to transition to lower existing neighborhood fabric, such as along Oxford Street.



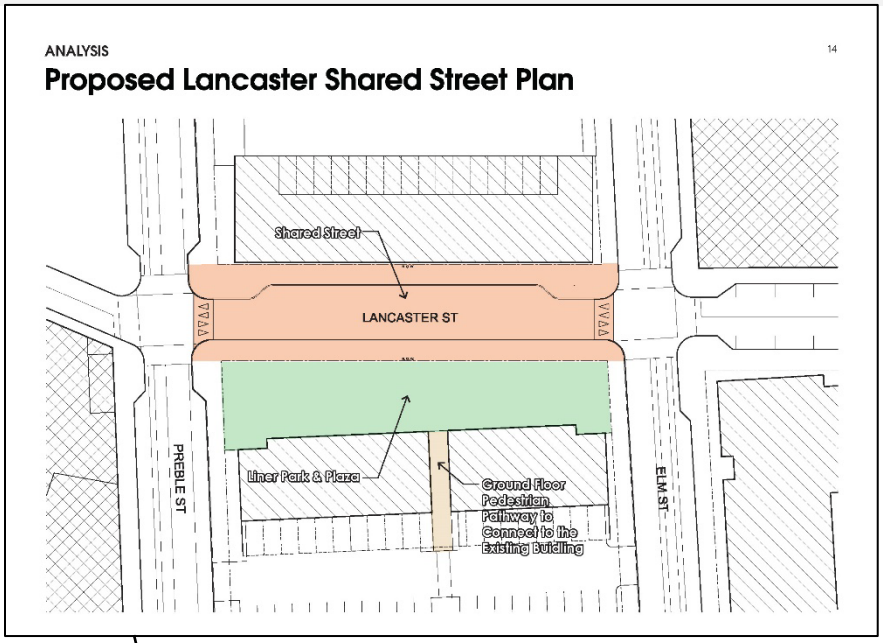
Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Open space and pedestrian networks

The master plan's open space and pedestrian networks are designed to integrate seamlessly with the surrounding neighborhood and public spaces.

All streetscapes will be optimized for walkability, incorporate Bayside lighting fixtures, and include street trees that contribute to the district's growing canopy. Planned streetscape improvements include reducing curb cut counts and widening sidewalks along several blocks, extending and enhancing the pedestrian network through and around the development.

The shared street and linear park planned for the segment of Lancaster Street between Preble and Elm represents a signature moment within the development's public realm network and adds a vibrant and inviting new open space to the neighborhood's collection of unique public places and spaces.





Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Vehicular access and circulation

The plan does not envision significant changes to local vehicular access or circulation patterns

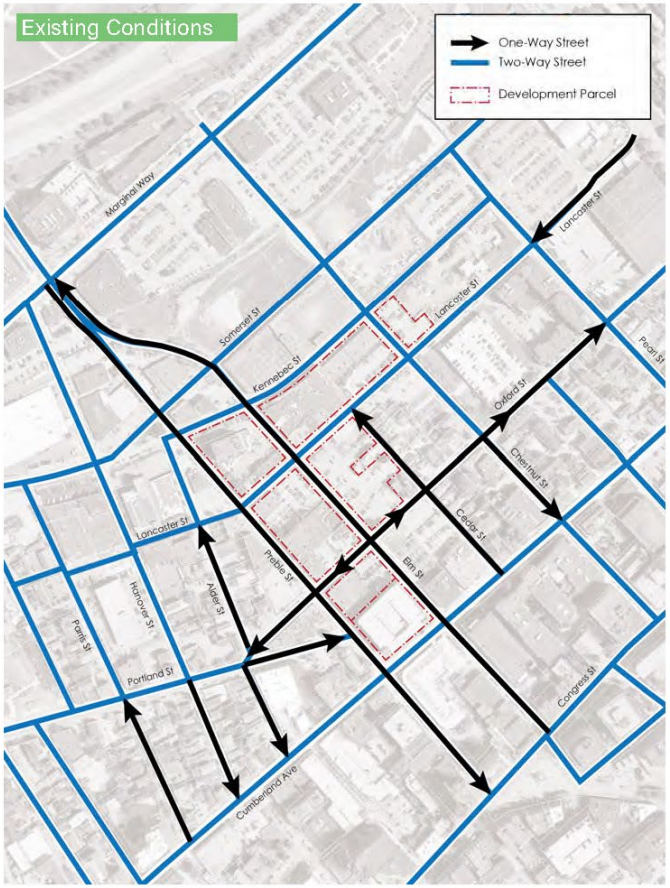
The shared street planned for one block of Lancaster will retain its existing two-way vehicular flow. Given very low current and expected volumes on this street segment, the slight modification of the roadway to a shared street design should not disrupt local traffic circulation. This shared street configuration is also referenced as a planned future condition of the segment in the Bayside Master Transportation Plan.

The plan anticipates Oxford Street's conversion to two-way operation as identified in the Transportation Master Plan.

ANALYSIS

2

One-Way & Two-Way Streets





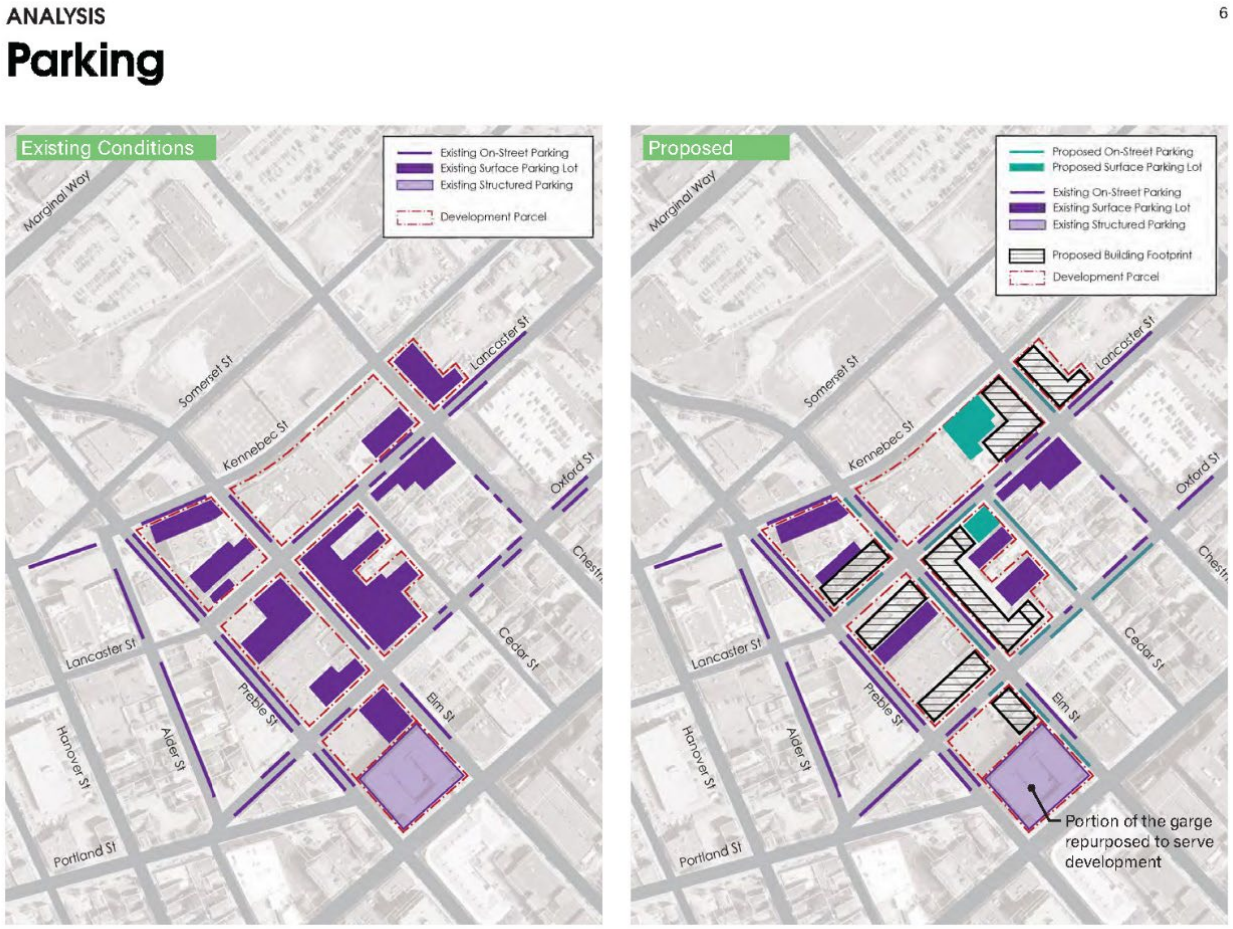
Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Vehicular access and circulation (cont.)

New housing development will utilize the existing Public Market parking garage, diverting residential traffic from the local streets within the heart of the neighborhood.

Consistent with established patterns across the neighborhood, retail uses will utilize on-street parking which will be provided along all blocks.

All new buildings will be located on what are currently surface parking lots, transferring parking capacity to on-street and garage locations. This transition will help restore the neighborhood's urban fabric by converting pervious paved surfaces to mixed-income housing development and vibrant, walkable streets and open spaces.



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Levine Planning Strategies, LLC
PO Box 7215
Portland, ME 04112-7215
jlevine@levineplans.com
617-817-0424

Consistency with City plans.
A master development plan shall be consistent with the objectives of this ordinance, consistent with the City's Comprehensive Plan, and consistent with City Council-approved master plans and facility plans for off-premise infrastructure.

The development program and related amenities proposed in this Master Development Plan (MDP) are consistent with the objectives of the *Portland Land Use Code,* as well as the purpose statements for the zoning districts in which it is located. The MDP also implements critical aspects of City plans, including *Portland's Plan 2030*, *A New Vision for Bayside*, the *Bayside Transportation Master Plan*, and *One Climate Future*.

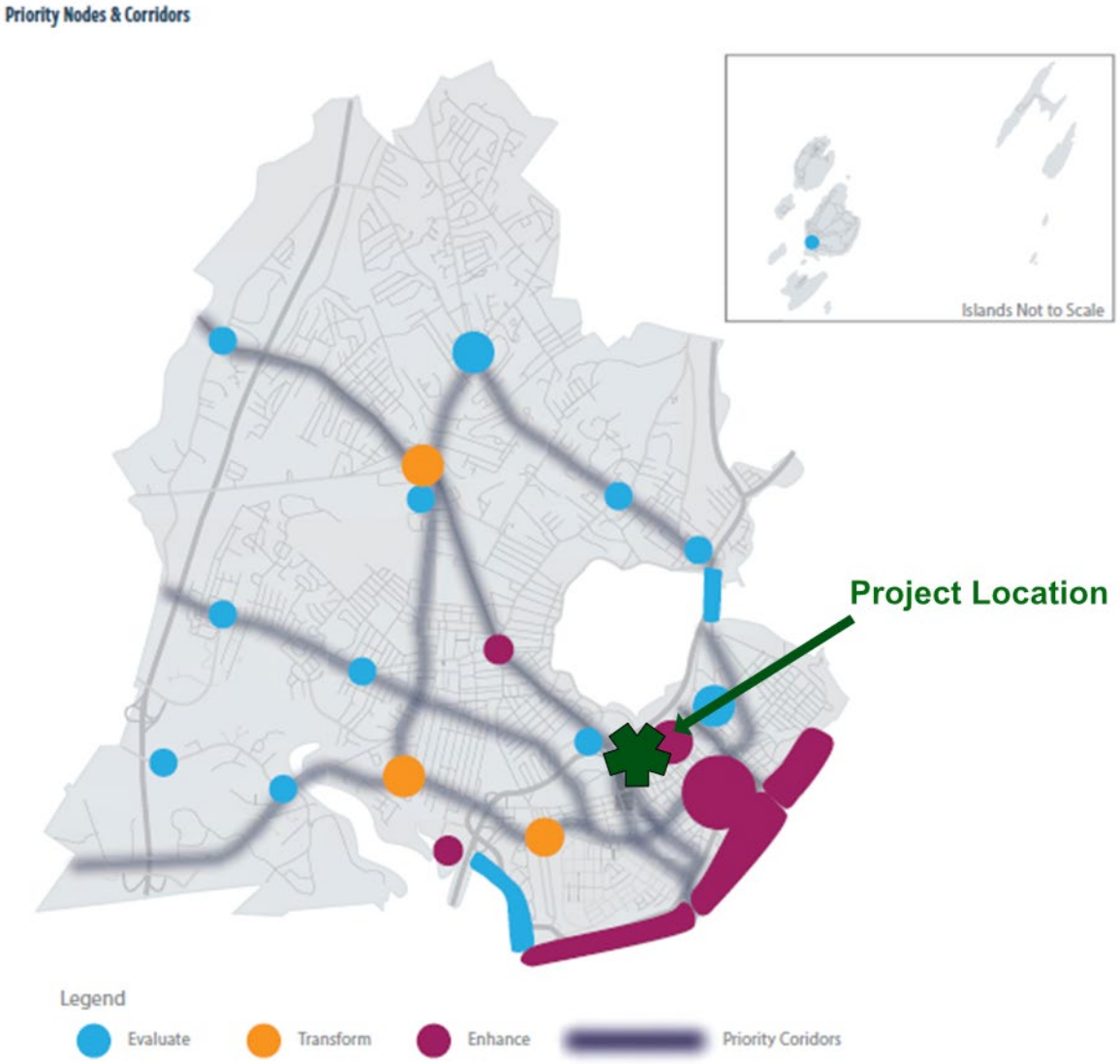
Land Use Code Objectives
The objective of the Portland Land Use Code is "*to protect the health, safety, and general welfare of the residents of Portland, consistent with the City's Comprehensive Plan, through standards that govern the orderly and compatible use of land, the form and mass of buildings, and the relationship of development to the public realm, Portland's open spaces, and the environment*." (Section 1.3.) This MDP has been designed with a form and massing of buildings that builds on the goals of the Comprehensive Plan and the relationship of the development to existing and planned public spaces. As outlined below, it is also consistent with the standards of the Land Use Code in the B-7 and R-6 zones.

The purpose of the B-7 zoning district, in which most of this MDP is located, is "*[t]o establish a zoning district for urban areas in which the City has adopted master plans for redevelopment. Certain areas, including but not limited to Bayside, lie at the perimeter of the established downtown and contain significant redevelopment opportunities. The B-7 zone encourages these districts to acquire a distinctly urban form through dense development featuring a mix of uses such as housing, retail, offices, research and development, and artisan studios and that emphasizes a quality pedestrian experience, promotes public transit, and demonstrates exemplary urban design. Use of multi-modal transportation is strongly encouraged and is advanced by the installation of bicycle amenities, such as bicycle racks and storage areas. The zone promotes a wide range of uses in high quality structures and public open spaces to achieve 24-hour urban vitality and shared parking infrastructure. The B-7 zone promotes a mixed-use development pattern envisioned on Portland's peninsula."*

This Master Development Plan is designed with an urban form of multi-story buildings. Much of the space in this development is planned for housing, but there will also be commercial and artistic uses, all designed around an excellent streetscape and a strong transit, walking, and bicycling infrastructure. By creating a new shared-street on Lancaster the project will add to the public open spaces in Bayside, and through high quality design the development will contribute to the mixed-use development pattern envisioned in the area. Finally, by utilizing the existing Public Market garage as shared parking for much

of the development's parking needs, the MDP allows for more active space and less space devoted to storing vehicles.

While the MDP is primarily in the B-7 zone, there are small portions of one building that crosses into the R-6 district. The purpose of that zoning district is "*[t]o set aside areas on the peninsula for housing characterized primarily by multi-family dwellings at a high density providing a wide range of housing for differing types of households; to conserve the existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of professional offices and other nonresidential uses; and to encourage new housing development consistent with the compact lot development pattern typically found on the peninsula.*" The below-market affordable multi-family housing planned for this part of the development is high density and designed to make the transition from the B-7 to R-6 areas of Bayside.



Portland's Plan 2030

This project also advances many goals of Portland's Comprehensive Plan. Most notably, it serves to enhance a priority node and two priority corridors, as identified in the Future Land Use section of the plan (see diagram above.) It also promotes three of the guiding principles for future land use in the Plan:

- It promotes *Complete Neighborhoods*, building a place where residents "regardless of age, ability, or income have access to the basic necessities of daily life - high quality and affordable housing, schools and other civic functions, food, open space, other amenities and services - within a walkable, bikeable distance."
- It also *Reinforces the Center*, supporting "the principle that downtown should continue to be a predominant locus of activity for the broader region."
- Finally, the development *Connects the Chain*, by providing for "physically integrated transportation systems, utilities, and open spaces [that] provide the structure for the city's growth."

Given that the MDP includes a significant component of below-market affordable housing, it also meets goals in the *A Livable City* housing policy guide. Finally, the multi-modal nature of its location supports the transportation goals in the *An Accessible City* transportation policy guide.

A New Vision for Bayside

While *A New Vision for Bayside* is over 20 years old, there are elements of the action plan in that document that are still relevant. The MDP helps advance *Critical Action 3* by building more housing. It also helps advance *Critical Action 4* by promoting transit-oriented development. Finally, it helps implement the illustrative plans in *A New Vision for Bayside* for the "Kennebec Crossing" and "Government Center" subdistricts of Bayside.

Bayside Transportation Master Plan

The *Bayside Transportation Master Plan* adopted in 2018 set forth an action plan for promoting sustainable mobility in Bayside. Many of its recommendations have already been implemented, including new bicycle facilities on Elm and Preble Streets and the extension of the Bayside Trail.
The *Plan* also sets forth specific recommendations for the Lancaster Street corridor. To improve east-west connectivity across Bayside, as well as to make Lancaster Street more usable, the *Plan* recommends Lancaster Street be built to an urban street standard or be redesigned as a shared street. This MDP will help implement this recommendation by allowing urban street cross-sections where appropriate and creating a shared street on Lancaster between Preble and Elm.

The *Plan* also outlines recommendations for public realm improvements, such as street furnishings and lighting, that will be incorporated into buildout of this MDP.

One Climate Future

In 2019, the Cities of Portland and South Portland jointly completed *One Climate Future*, setting forth a proactive strategy for addressing the impacts of climate change on the two communities, as well as ways to locally reduce the emissions that contribute to climate chance. While many of the elements of *One Climate Future* address issues specific to individual buildings or public infrastructure, it also looks to changes in land use patterns to help reduce ways in which the transportation sector contributes to climate change.

One Climate Future recommends that steps be taken to "[s]trengthen the cities' transit-oriented development nodes to support travel by walking, biking, and public transportation." This MDP is in one of those development nodes, as identified in *Portland's Plan 2030*. In addition, *One Climate Future* recommends management of parking supply to address vehicle ownership and use. This MDP will provide most of its parking in the existing Public Market garage, minimizing the provision of additional parking spaces.

Summary

This MDP will proactively implement many of the actions outlined in the Land Use Code as well as City plans. It will advance City goals for housing production in key corridors and nodes identified in *Portland's Plan*.

Creation of a cohesive identity. *A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.*

Building scale, massing, and articulation.

The master plan's buildings support a cohesive sense of neighborhood identity with a consistent approach to building scale, massing, and articulation. Though no two buildings will be identical, all will share a common architectural language and material palette to help tie the district together visually.

The plan's approach to architectural design will be informed by and relate to the existing neighborhood fabric, though it will also include modern elements to complement rather than mimic the adjacent structures it infills between.



Creation of a cohesive identity. *A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.*

Use of quality exterior materials and architectural detailing at pedestrian scale.

Creating a vibrant, walkable, pedestrian-oriented environment is a top master plan priority. To support this goal, all buildings will include high-quality materials and detailing along edges facing and framing the public realm.

The master plan will also coordinate façade design with streetscape and open space design to maximize overall neighborhood legibility, navigability, and accessibility for pedestrians. In particular, architecture and landscape architecture along the Lancaster Street corridor will be tightly coordinated to create a cohesive and engaging pedestrian experience.



Creation of a cohesive identity. *A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.*

Consistency of design and materials for streetscape and pedestrian amenities.
The master plan organizes streets into "typologies" based on their role in the development's placemaking framework and the land uses they flank. Though typologies will vary in dimension and organization from street to street, they will all draw from a common palette of materials and design strategies to create a cohesive appearance and pedestrian experience overall.

Framing of outdoor open space and linkages
Lancaster's shared street and linear park between Preble and Elm Streets, the project's primary new open space, will be framed by new buildings with high quality materials and articulation on both sides. The plan also explores gateway elements key Lancaster intersections to indicate its elevated significance as a signature pedestrian corridor.

BAYSIDE PORTLAND
STREET TYPOLOGIES



BAYSIDE PORTLAND
OPEN SPACE TYPOLOGIES



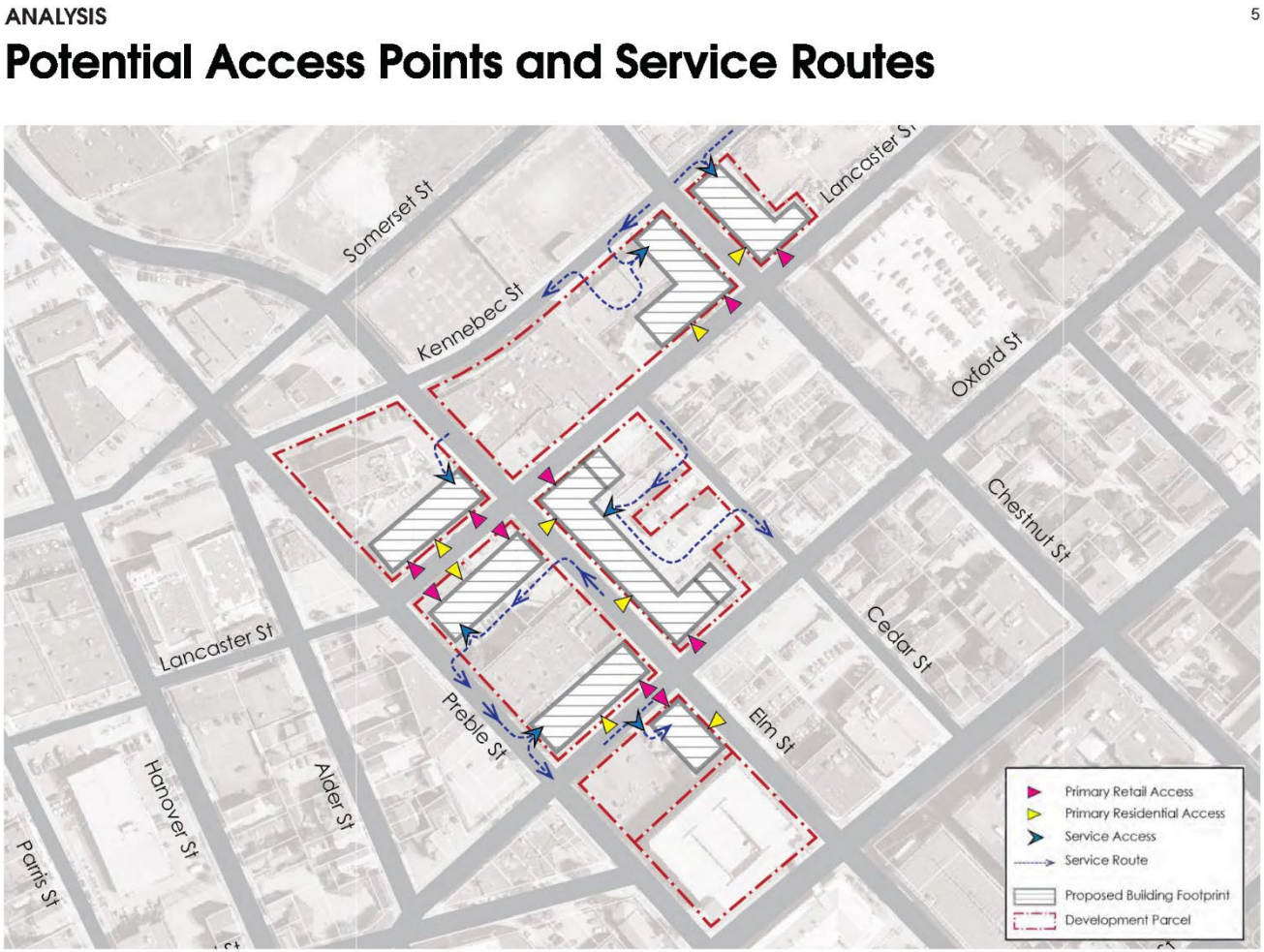
Creation of a cohesive identity. *A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.*

Clear conveyance of the function and significance of various buildings, entrances, and features

The master plan organizes building access, servicing, and circulation for pedestrians and vehicles to avoid conflicts between the modes.

In general, the pedestrian experience along public streets has been prioritized with resident and customer entrances along primary streetscapes and vehicular service access behind buildings, along secondary streets, and off-street altogether when possible.

The access and circulation plan also entails reducing the site's total curb cut count, especially along primary pedestrian streets such as Lancaster.



Creation of a cohesive identity. *A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.*

Generally, comply with design and development standards of the zone in which it is located.

The development is directly informed by previous plans and regulatory guidelines for the City and Bayside neighborhood, including:

- Zoning and Land Use Code
- Bayside Design Standards
- Public works technical manual
- Bayside Transportation Plan
- Portland 2030 Plan

As detailed design takes shape, buildings and open spaces will continue to reference and reflect these guiding documents.



Existing and/or Proposed Easements or Covenants

See existing easements & boundary line agreement for the proposed development parcels.

BOUNDARY LINE AGREEMENT

Boundary Line Agreement (the "Agreement") made effective as of October 12, 2022, by and among **WBP GARAGE LLC**, a Maine limited liability company with a mailing address c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, ME 04101, **WBP COMMERCIAL LLC**, a Maine limited liability company with a mailing address c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, ME 04101, and **60 ELM STREET LLC**, a Maine limited liability company with a mailing address c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, ME 04101.

WITNESSETH AS FOLLOWS:

WHEREAS, WBP GARAGE LLC owns certain real property in Portland, Maine, more fully described in a Quitclaim Deed with Covenant from Northeast Investors, LLC dated September 28, 2022 and recorded in the Cumberland County Registry of Deeds in Book 39746, Page 216 (the "Garage Parcel"); and

WHEREAS, WBP COMMERCIAL LLC and **60 ELM STREET LLC** own certain real property in Portland, Maine abutting the aforementioned Garage Parcel, more fully described in a Quitclaim Deed with Covenant from Bayside I, LLC to WBP Commercial LLC and a Quitclaim Deed with Covenant from Bayside I, LLC to 60 Elm Street LLC both dated on or near October 12, 2022, and to be recorded contemporaneously herewith at the Cumberland County Registry of Deeds (collectively the "Bayside Parcel");

WHEREAS, the parties hereto desire to clarify the location of the common boundary line between their respective properties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The common boundary line between the above-referenced Garage Parcel and the Bayside Parcel shall hereafter be described as follows:

A certain line running between Preble Street and Elm Street in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at a point on the northeast side of Preble Street at the intersection of the extension of the southeasterly side of the building on the land of Bayside I, LLC and the sideline of Preble Street, which point is located 176.67 feet northwesterly from the point of intersection of the northeasterly sideline of Preble Street with the northwesterly sideline of Cumberland Avenue, and which point is located southeasterly 127.22 feet from the point of intersection of the northeasterly sideline of Preble Street with the southeasterly sideline of Oxford Street;

Thence, N 59° 00' 05" E, magnetic 1973, by the southeasterly side of said building and its extension 209.61 feet to Elm Street, as shown on "ALTA/NSPS Land Title Survey 315 Cumberland Avenue Portland, Cumberland County, Maine made for Bush-Watson June 7, 2022 Owen Haskell, Inc. Job No. 2022-142P" which line is the same line as the line with a bearing of N 47° 21' 26" E,

grid, on "ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street & Oxford Street Portland, Maine made for Bayside I, LLC Jan. 26, 2000 Owen Haskell, Inc. Job No. 99336P" recorded in Plan Book 200, Page 40 (the "Plan").

By agreeing to the line as shown on the Plan and described above as the new boundary line separating the lots of WBP Garage LLC, WBP Commercial LLC and 60 Elm Street LLC, each party is releasing any and all claims to the land located on the other party's side of the boundary line, as shown on the Plan.

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written above.

WITNESS:

_____

Name: Hunter Strait

WBP GARAGE LLC
By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. September 28, 2022

Then personally appeared the above-named John Laliberte, Vice President of Tom Watson & Co., LLC, the Manager of WBP Garage LLC, acknowledged the same to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

_____
~~Notary Public~~/Attorney at Law

Hunter Strait
_____
[~~Type or~~ Print Name]

WITNESS:

WBP COMMERCIAL LLC
By: Tom Watson & Co., LLC, its Manager

Name:

By: _____
John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

September 26, 2022

Then personally appeared the above-named John Laliberte, Vice President of Tom Watson & Co., LLC, the Manager of WBP Commercial LLC, acknowledged the same to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

_____
~~Notary Public~~/Attorney at Law

_____
[Type ~~or~~ Print Name]

WITNESS:

Name:

60 ELM STREET LLC
By: Tom Watson & Co., LLC, its Manager

By: _____
John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

September 26, 2022

Then personally appeared the above-named John Laliberte, Vice President of Tom Watson & Co., LLC, the Manager of 60 ELM STREET LLC, acknowledged the same to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

_____
Notary Public/Attorney at Law

_____
[Type or Print Name]

CONSENT TO BOUNDARY LINE AGREEMENT

The undersigned Kennebec Savings Bank hereby acknowledges and consents to that certain Boundary Line Agreement by and among WBP Garage LLC, WBP Commercial LLC and 60 Elm Street LLC of near or even date (the "Boundary Agreement") affecting certain real property owned by said WBP Garage LLC located on the Oxford Street in Portland, Cumberland County, Maine (the "Garage Parcel"). Additionally, the undersigned expressly acknowledges and agrees that the execution, delivery and recording of the Boundary Agreement at said Registry of Deeds shall constitute neither a breach nor default under that certain mortgage held by said Kennebec Savings Bank affecting the Garage Parcel dated September 28, 2022 and recorded in said Registry of Deeds in Book 39746, Page 218.

IN WITNESS WHEREOF this document is executed under seal as of this 12th day of October, 2022.

WITNESS:

_____
Name:

KENNEBEC SAVINGS BANK

By: _____
Name: David M. Eldridge
Its: Regional VP

STATE OF MAINE
COUNTY OF CUMBERLAND

Sept 28, 2022

Personally appeared the above-named David M Eldridge, Regional VP of Kennebec Savings Bank and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Kennebec Savings Bank.

Before me,

_____
Name: Peter D Klein
Title: Attorney Bar No 9223
My Commission Expires:

CONSENT TO BOUNDARY AGREEMENT

The undersigned Northeast Investors, LLC hereby acknowledges and consents to that certain Boundary Agreement by and between WBP Garage LLC, WBP Commercial LLC and 60 Elm Street LLC of near or even date (the "Boundary Agreement") affecting certain real property owned by said WBP Garage LLC located on the Oxford Street in Portland, Cumberland County, Maine, (the "Garage Parcel"). Additionally, the undersigned expressly acknowledges and agrees that the execution, delivery and recording of the aforesaid Boundary Agreement at said Registry of Deeds shall constitute neither a breach nor default under that certain mortgage held by said Northeast Investors, LLC affecting the Garage Parcel dated September 28, 2022 and recorded in said Registry of Deeds in Book 39746, Page 244.

IN WITNESS WHEREOF this document is executed under seal as of this 12th day of October, 2022.

WITNESS:

_____
Name:

NORTHEAST INVESTORS, LLC

By: _____
Name: Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

9/28, 2022

Personally appeared the above-named Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust, Sole Member of Northeast Investors, LLC and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Northeast Investors, LLC.

Before me,

_____
Name: MARY A. DENISON
Title: Attorney at Law
Maine Bar No. 9301

Received
Recorded Register of Deeds
Oct 13,2022 02:42:51P
Cumberland County
Jessica M. Spaulding

When recorded return to:
Bernstein Shur
100 Middle St.
Attn: Hawley R. Strait, Esq.

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (the "Agreement") is entered into as of the 12th day of October, 2022, between **60 Elm Street LLC**, a Maine limited liability company ("60 Elm"), **WBP Commercial** a Maine limited liability company ("WBP Commercial," and collectively with 60 Elm, each a "Party" and together the "Parties"), for the purpose of establishing the following easements and other privileges in, on, over and across certain properties located along Elm Street and Lancaster Street in the City of Portland, Maine.

RECITALS

1. 60 Elm is the sole owner of land with all buildings and improvements thereon located at 60 Elm Street in the City of Portland, Cumberland County, Maine described in a certain Quitclaim with Covenant Deed from Bayside I, LLC dated October 12, 2022, recorded in the Cumberland County Registry of Deeds (the "Registry of Deeds") at Book 39779, Page 230 (the "60 Elm Parcel").

2. WBP Commercial is the sole owner of land with all buildings and improvements thereon located at 62 Elm Street in the City of Portland, Cumberland County, Maine described in a certain Quitclaim with Covenant Deed from Bayside I, LLC dated October 12, 2022, recorded in the Registry of Deeds at Book 39779, Page 227 (the "WBP Parcel," and together with the 60 Elm Parcel, the "Parcels" and each a "Parcel").

3. The Parties by this Agreement wish to establish certain mutual rights of access, utilities, shared systems and other rights associated with the ownership, use and operation of their respective Parcels to ensure the continued use and enjoyment of the Parcels.

4. To that end, the Parties have agreed to grant each other certain easements and privileges to ensure the continued use and enjoyment of their respective Parcels.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I – EASEMENTS

1. 60 Elm Covenants and Easements Granted to WBP Commercial. 60 Elm hereby grants and conveys to WBP Commercial, and its successors and assigns, the following perpetual easements, rights of way and privileges on, over, under and across the 60 Elm Parcel, which easement(s) shall be appurtenant to and run with the WBP Commercial Parcel (collectively, the "60 Elm Easements"):

A. Utility Easement. A perpetual non-exclusive easement for the installation, use, maintenance, and repair of any and all utilities to service the WBP Commercial Parcel including, without limitation, water, electricity, gas, phone, cable TV and internet on, over, under and across the 60 Elm Parcel in the area where such utility facilities currently exist on the 60 Elm Parcel. 60

Elm shall also have the right to transmit electricity, water, gas, data and any other utility over all existing wires, lines, systems, cables and apparatus located on or within the 60 Elm Parcel for any lawful purpose. WBP Commercial shall have the right, in common with 60 Elm, to connect to any such wires, lines, systems, cables and/or apparatus as may be located by 60 Elm from time to time for such uses as may be convenient for the WBP Commercial Parcel, provided that such connections shall in all events: 1) be at the sole expense of WBP Commercial; 2) shall not interfere with or affect the continuous use and operation of the 60 Elm Parcel; and 3) shall be installed and maintained in a good and workmanlike manner consistent with good utility practice and in compliance with all applicable law and/or permitting requirements. 60 Elm reserves the right for 60 Elm and its successors and assigns to grant routine utility easements in favor of and as requested by utility companies and WBP Commercial shall join in such easements as may reasonably be requested.

B. Access and Use Easement. A perpetual, nonexclusive right of way and easement (in common with 60 Elm and others to whom 60 Elm may grant like rights provided those rights do not interfere with WBP Commercial's easements and rights of way) for the passage and accommodation of persons and vehicles (including commercial vehicles) at any and all times over and across the roads, sidewalks, and other areas of ingress and egress currently existing on the 60 Elm Parcel (the "60 Elm Access Easement Area") for the purpose of providing unimpeded access, ingress and egress from the WBP Commercial Parcel to Elm Street, together with the right to enter from time to time upon said 60 Elm Access Easement Area to inspect, install, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such area, together with the right and easement, at such times if the circumstances allow as 60 Elm shall reasonably approve, to cut, clear and remove trees, bushes, growth and obstructions to clear and keep clear said 60 Elm Access Easement Area of all snow, ice, trees and bushes on or adjacent thereto by such means as WBP Commercial may select. Prior to conducting any work on the 60 Elm Parcel, in the absence of an exigent circumstance, WBP Commercial shall notify 60 Elm at least 48 hours in advance and shall observe 60 Elm's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on the 60 Elm Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 60 Elm and shall have liability insurance in such ordinary and reasonable amounts as 60 Elm may require, certificates of which shall be presented by WBP Commercial upon request.

C. Maintenance Easement. The right, privilege, and easement to temporarily use and occupy, including the right to place scaffolding, cranes and other equipment as may be reasonably required, and for other purposes reasonably incidental to the maintenance and repair of structures constructed or to be constructed upon the WBP Commercial Parcel, that, unimproved portion of the 60 Elm Parcel reasonably necessary for maintenance and repair in connection with the construction, maintenance and repair of the building located or to be located on the WBP Parcel. Prior to entering into the Easement Area for such maintenance and/or repair, in the absence of an exigent circumstance, WBP Commercial shall notify 60 Elm at least 48 hours in advance and shall observe 60 Elm's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on the 60 Elm Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 60 Elm and shall have liability insurance in such ordinary and reasonable amounts as 60 Elm may require, certificates of which shall be presented by WBP Commercial to 60 Elm upon request.

Subject to the terms of Article II below, 60 Elm reserves all rights of ownership in and to the 60 Elm Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the 60 Elm Parcel, the right to use the 60 Elm Parcel for all

uses not interfering with the use permitted WBP Commercial hereunder, and the right to develop the 60 Elm Parcel and relocate the 60 Elm Easements as set forth in Article II below.

2. WBP Commercial Covenants and Easements Granted to 60 Elm. WBP Commercial hereby grants and conveys to 60 Elm, and its successors and assigns, the following perpetual easements, rights of way and privileges on, over, under and across the WBP Commercial Parcel, which easement(s) shall be appurtenant to and run with the 60 Elm Parcel (collectively, the "WBP Commercial Easements"):

A. Utility Easement. A perpetual non-exclusive easement for the installation, use, maintenance, and repair of any and all utilities to service the 60 Elm Parcel including, without limitation, water, electricity, gas, phone, cable TV and internet on, over, under and across the WBP Commercial Parcel in the area where such utility facilities currently exist on the WBP Commercial Parcel. WBP Commercial shall also have the right to transmit electricity, water, gas, data and any other utility over all existing wires, lines, systems, cables and apparatus located on or within the WBP Commercial Parcel for any lawful purpose. 60 Elm shall have the right, in common with WBP Commercial, to connect to any such wires, lines, systems, cables and/or apparatus as may be located by WBP Commercial from time to time for such uses as may be convenient for the 60 Elm Parcel, provided that such connections shall in all events: 1) be at the sole expense of 60 Elm; 2) shall not interfere with or affect the continuous use and operation of the WBP Commercial Parcel; and 3) shall be installed and maintained in a good and workmanlike manner consistent with good utility practice and in compliance with all applicable law and/or permitting requirements. WBP Commercial reserves the right for WBP Commercial and its successors and assigns to grant routine utility easements in favor of and as requested by utility companies and 60 Elm shall join in such easements as may reasonably be requested.

B. Access and Use Easement. A perpetual, nonexclusive right of way and easement (in common with WBP Commercial and others to whom WBP Commercial may grant like rights provided those rights do not interfere with 60 Elm's easements and rights of way) for the passage and accommodation of persons and vehicles (including commercial vehicles) at any and all times over and across the roads, sidewalks, and other areas of ingress and egress currently existing on the WBP Commercial Parcel (the "WBP Commercial Access Easement Area") for the purpose of providing unimpeded access, ingress and egress from the 60 Elm Parcel to Preble Street, together with the right to enter from time to time upon said WBP Commercial Access Easement Area to inspect, install, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such area, together with the right and easement, at such times if the circumstances allow as WBP Commercial shall reasonably approve, to cut, clear and remove trees, bushes, growth and obstructions to clear and keep clear said WBP Commercial Access Easement Area of all snow, ice, trees and bushes on or adjacent thereto by such means as 60 Elm may select. Prior to conducting any work on the WBP Commercial Parcel, in the absence of an exigent circumstance, 60 Elm shall notify WBP Commercial at least 48 hours in advance and shall observe WBP Commercial's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on WBP Commercial Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of WBP Commercial and shall have liability insurance in such ordinary and reasonable amounts as WBP Commercial may require, certificates of which shall be presented by 60 Elm upon request.

C. Maintenance Easement. The right, privilege, and easement to temporarily use and occupy, including to the right to place scaffolding, cranes and other equipment as may be reasonably required, and for other purposes reasonably incidental to the maintenance and repair of

structures constructed or to be constructed upon the 60 Elm Parcel, that unimproved portion of the WBP Commercial Parcel reasonably necessary for such maintenance and repair in connection with the construction, maintenance and repair of the building located or to be located on the 60 Elm Parcel. Prior to entering into the Easement Area for such maintenance and/or repair, in the absence of an exigent circumstance, 60 Elm shall notify WBP Commercial at least 48 hours in advance and shall observe WBP Commercial's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on WBP Commercial Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of WBP Commercial and shall have liability insurance in such ordinary and reasonable amounts as WBP Commercial may require, certificates of which shall be presented by 60 Elm to WBP Commercial upon request.

Subject to the terms of Article II below, WBP Commercial reserves all rights of ownership in and to the WBP Commercial Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the WBP Commercial Parcel, the right to use the WBP Commercial Parcel for all uses not interfering with the use permitted 60 Elm hereunder, and the right to develop the WBP Commercial Parcel and relocate the WBP Commercial Easements as set forth in Article II below.

ARTICLE II – DEVELOPMENT OF A PARCEL

1. In the event that 60 Elm desires to develop the 60 Elm Parcel, 60 Elm shall provide written notice of its intention to so develop (a "Development Notice") to the WBP Commercial prior to commencing such development. Thereafter, 60 Elm shall have the unrestricted right to relocate the 60 Elm Easements to area of the 60 Elm Parcel reasonably designated by 60 Elm. Upon completion the development described in a Development Notice, the 60 Elm Easements will automatically be deemed: (i) terminated as to those portions of 60 Elm Parcel described herein, and (ii) relocated to the areas specified by 60 Elm. Although the foregoing provision is intended to be self-operative, WBP Commercial agrees to execute any instrument reasonably requested by 60 Elm to further evidence such termination and relocation.

2. In the event that WBP Commercial desires to develop the WBP Commercial Parcel, WBP Commercial shall provide a Development Notice to the 60 Elm prior to commencing such development. Thereafter, WBP Commercial shall have the unrestricted right to relocate the WBP Commercial Easements to area of the WBP Commercial Parcel reasonably designated by WBP Commercial. Upon completion the development described in a Development Notice, the WBP Commercial Easements will automatically be deemed: (i) terminated as to those portions of WBP Commercial Parcel described herein, and (ii) relocated to the areas specified by WBP Commercial. Although the foregoing provision is intended to be self-operative, 60 Elm agrees to execute any instrument reasonably requested by WBP Commercial to further evidence such termination and relocation, including those that may be recorded in the Cumberland County Registry of Deeds.

ARTICLE III – DEFAULT; REMEDIES

1. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Party (the "defaulting Party"): the failure to observe or perform any other of the covenants, conditions or obligations of this Agreement or to abide by the restrictions and requirements herein provided and such failure of performance remains uncured sixty (60) days after the issuance of a notice by the other Party (the "non-defaulting Party") specifying the nature of the default claimed.

2. Each non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, or any other person, violating or attempting to violate or

defaulting upon any of the provision contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event that a Party brings a proceeding at law or in equity against another Party pursuant to this Section, the non-prevailing Party shall pay the reasonable attorneys' fees of the prevailing Party.

3. No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

4. No breach, whether or not material, of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement.

ARTICLE IV - MISCELLANEOUS

1. The easements granted by this Agreement shall be binding on the Parties, their successors and assigns and shall be appurtenant to each Parcel, as the case may be, and shall inure to the benefit of the Parties and their respective successors, assigns, mortgagees, tenants, subtenants, beneficiaries, guests, invitees, contractors and licensees.

2. WBP Commercial agrees to indemnify, defend and hold harmless 60 Elm from:

   a. Any and all claims, actions, damages, liability or expense, including without limitation reasonable attorneys' fees, expert witness and consultants' fees, and court costs, which 60 Elm, or its respective tenants, agents, contractors, employees and licensees, may incur in connection with any and all injuries to or deaths of persons or damage to real or personal property or business arising out of the exercise or use of the rights granted hereunder by 60 Elm.

   b. Any and all mechanic's liens, materialmen's or other liens or claims arising out of any action taken by WBP Commercial, or their tenants, agents, contractors, licensee, or employees pursuant to the provisions of this Agreement, including without limitation attorneys' fees, expert witness and consultants' fees, and court costs incurred by 60 Elm in connection with such claims.

3. 60 Elm agrees to indemnify, defend and hold harmless WBP Commercial from:

a. Any and all claims, actions, damages, liability or expense, including without limitation reasonable attorneys' fees, expert witness and consultants' fees, and court costs, which WBP Commercial, or its respective tenants, agents, contractors, employees and licensees, may incur in connection with any and all injuries to or deaths of persons or damage to real or personal property or business arising out of the exercise or use of the rights granted hereunder by WBP Commercial.

b. Any and all mechanic's liens, materialmen's or other liens or claims arising out of any action taken by 60 Elm, or their tenants, agents, contractors, licensee, or employees pursuant to the provisions of this Agreement, including without limitation attorneys' fees, expert witness and consultants' fees, and court costs incurred by WBP Commercial in connection with such claims.

4. This Agreement may be amended solely by written instrument executed by each of the parties hereto or their respective successors in interest, which written instrument shall be recorded in the Registry of Deeds.

5. Neither this Agreement and grant of any easement, nor the use and enjoyment pursuant to the provisions of this Agreement, shall be deemed in any way to create or confer in or on any member of the public any right to use or enjoy the same, or any estate therein, or operate as a dedication by the Parties or any of them.

6. This Agreement shall be governed by the laws of the State of Maine, without reference to choice of law rules.

7. The rule of strict construction does not apply to the easement grants herein, which shall be given a reasonable construction so that the intention of the parties to confer on each grantee a commercially usable right of enjoyment consistent with historical use. The rights exercised by each Party on the land of the other shall in all cases be exercised so as to reasonably minimize the interference with the use and operation of the other Party's respective land. The use of section titles is for convenience only and shall not be deemed to evidence any intent of the parties hereto.

8. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Easement and Maintenance Agreement to be executed as of the day and year first written above.

WBP Commercial LLC
By: Tom Watson & Co., LLC, its Manager

Witness

By: _____
Name: John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF Cumberland, SS.

On this 12th day of October, 2022, personally appeared John Laliberte, the Vice President of Tom Watson & Co., LLC, the Manager of WBP Commercial, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of WBP Commercial LLC.

Before me, _____
~~Notary Public~~ Attorney at Law

Printed Name: Harley Strauss

Affix Notarial Seal or Stamp

Received
Recorded Register of Deeds
Oct 13,2022 02:44:03P
Cumberland County
Jessica M. Spaulding

60 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

Witness

By: _____
Name: John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF Cumberland, SS.

On this 12th day of October, 2022, personally appeared John Laliberte, the Vice President of Tom Watson & Co., LLC, the Manager of 60 Elm Street LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of 60 Elm Street LLC.

Before me, _____
~~Notary Public~~ Attorney at Law

Printed Name: Harley Strauss

Affix Notarial Seal or Stamp

When recorded return to:
Bernstein Shur
100 Middle St.
Attn: Hawley R. Strait, Esq.

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (the "Agreement") is entered into as of the 12th day of October, 2022, between **89 Elm Street LLC**, a Maine limited liability company ("89 Elm"), **73 Elm Street LLC**, a Maine limited liability company ("73 Elm," and collectively with 89 Elm, each a "Party" and together the "Parties"), for the purpose of establishing the following easements and other privileges in, on, over and across certain properties located along Elm Street in the City of Portland, Maine.

RECITALS

1. 89 Elm is the sole owner of land with all buildings and improvements thereon located at 89 Elm Street in the City of Portland, Cumberland County, Maine described in a certain Quitclaim with Covenant Deed from Bayside II, LLC dated October 12, 2022, recorded in the Cumberland County Registry of Deeds (the "Registry of Deeds") at Book 39779, Page 236 and in a certain Quitclaim with Covenant Deed from Bayside IV, LLC dated October 12, 2022, recorded in the Registry at Book 39779, Page 246 (the "89 Elm Parcel").

2. 73 Elm is the sole owner of land with all buildings and improvements thereon located at 73 Elm Street in the City of Portland, Cumberland County, Maine described in a certain Quitclaim with Covenant Deed from Bayside II, LLC dated October 12, 2022, recorded in the Registry of Deeds at Book 39779, Page 234 (the "73 Elm Parcel," and together with the 89 Elm Parcel, the "Parcels" and each a "Parcel").

3. The Parties by this Agreement wish to establish certain mutual rights of access, utilities, shared systems and other rights associated with the ownership, use and operation of their respective Parcels to ensure the continued use and enjoyment of the Parcels.

4. To that end, the Parties have agreed to grant each other certain easements and privileges to ensure the continued use and enjoyment of their respective Parcels.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I – EASEMENTS

1. 89 Elm Covenants and Easements Granted to 73 Elm. 89 Elm hereby grants and conveys to 73 Elm, and its successors and assigns, the following perpetual easements, rights of way and privileges on, over, under and across the 89 Elm Parcel, which easement(s) shall be appurtenant to and run with the 73 Elm Parcel (collectively, the "89 Elm Easements"):

A. Utility Easement. A perpetual non-exclusive easement for the installation, use, maintenance, and repair of any and all utilities to service the 73 Elm Parcel including, without limitation, water, electricity, gas, phone, cable TV and internet on, over, under and across the 89

Elm Parcel in the area where such utility facilities currently exist on the 89 Elm Parcel. 89 Elm shall also have the right to transmit electricity, water, gas, data and any other utility over all existing wires, lines, systems, cables and apparatus located on or within the 89 Elm Parcel for any lawful purpose. 73 Elm shall have the right, in common with 89 Elm, to connect to any such wires, lines, systems, cables and/or apparatus as may be located by 89 Elm from time to time for such uses as may be convenient for the 73 Elm Parcel, provided that such connections shall in all events: 1) be at the sole expense of 73 Elm; 2) shall not interfere with or affect the continuous use and operation of the 89 Elm Parcel; and 3) shall be installed and maintained in a good and workmanlike manner consistent with good utility practice and in compliance with all applicable law and/or permitting requirements. 89 Elm reserves the right for 89 Elm and its successors and assigns to grant routine utility easements in favor of and as requested by utility companies and 73 Elm shall join in such easements as may reasonably be requested.

B. Access and Use Easement. A perpetual, nonexclusive right of way and easement (in common with 89 Elm and others to whom 89 Elm may grant like rights provided those rights do not interfere with 73 Elm's easements and rights of way) for the passage and accommodation of persons and vehicles (including commercial vehicles) at any and all times over and across the roads, sidewalks, and other areas of ingress and egress currently existing on the 89 Elm Parcel (the "89 Elm Access Easement Area") for the purpose of providing unimpeded access, ingress and egress from the 73 Elm Parcel to Elm Street, together with the right to enter from time to time upon said 89 Elm Access Easement Area to inspect, install, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such area, together with the right and easement, at such times if the circumstances allow as 89 Elm shall reasonably approve, to cut, clear and remove trees, bushes, growth and obstructions to clear and keep clear said 89 Elm Access Easement Area of all snow, ice, trees and bushes on or adjacent thereto by such means as 73 Elm may select. Prior to conducting any work on the 89 Elm Parcel, in the absence of an exigent circumstance, 73 Elm shall notify 89 Elm at least 48 hours in advance and shall observe 89 Elm's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on the 89 Elm Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 89 Elm and shall have liability insurance in such ordinary and reasonable amounts as 89 Elm may require, certificates of which shall be presented by 73 Elm upon request.

C. Maintenance Easement. The right, privilege, and easement to temporarily use and occupy, including the right to place scaffolding, cranes and other equipment as may be reasonably required, and for other purposes reasonably incidental to the maintenance and repair of structures constructed or to be constructed upon the 73 Elm Parcel, that, unimproved portion of the 89 Elm Parcel reasonably necessary for maintenance and repair in connection with the construction, maintenance and repair of the building located or to be located on the 73 Elm Parcel. Prior to entering into the Easement Area for such maintenance and/or repair, in the absence of an exigent circumstance, 73 Elm shall notify 89 Elm at least 48 hours in advance and shall observe 89 Elm's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on the 89 Elm Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 89 Elm and shall have liability insurance in such ordinary and reasonable amounts as 89 Elm may require, certificates of which shall be presented by 73 Elm to 89 Elm upon request.

Subject to the terms of Article II below, 89 Elm reserves all rights of ownership in and to the 89 Elm Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the 89 Elm Parcel, the right to use the 89 Elm Parcel for all uses not interfering with the use permitted 73 Elm hereunder, and the right to develop the 89 Elm Parcel and relocate the 89 Elm Easements as set forth in Article II below.

2. 73 Elm Covenants and Easements Granted to 89 Elm. 73 Elm hereby grants and conveys to 89 Elm, and its successors and assigns, the following perpetual easements, rights of way and privileges on, over, under and across the 73 Elm Parcel, which easement(s) shall be appurtenant to and run with the 89 Elm Parcel (collectively, the "73 Elm Easements"):

A. Utility Easement. A perpetual non-exclusive easement for the installation, use, maintenance, and repair of any and all utilities to service the 89 Elm Parcel including, without limitation, water, electricity, gas, phone, cable TV and internet on, over, under and across the 73 Elm Parcel in the area where such utility facilities currently exist on the 73 Elm Parcel. 73 Elm shall also have the right to transmit electricity, water, gas, data and any other utility over all existing wires, lines, systems, cables and apparatus located on or within the 73 Elm Parcel for any lawful purpose. 89 Elm shall have the right, in common with 73 Elm, to connect to any such wires, lines, systems, cables and/or apparatus as may be located by 73 Elm from time to time for such uses as may be convenient for the 89 Elm Parcel, provided that such connections shall in all events: 1) be at the sole expense of 89 Elm; 2) shall not interfere with or affect the continuous use and operation of the 73 Elm Parcel; and 3) shall be installed and maintained in a good and workmanlike manner consistent with good utility practice and in compliance with all applicable law and/or permitting requirements. 73 Elm reserves the right for 73 Elm and its successors and assigns to grant routine utility easements in favor of and as requested by utility companies and 89 Elm shall join in such easements as may reasonably be requested.

B. Access and Use Easement. A perpetual, nonexclusive right of way and easement (in common with 73 Elm and others to whom 73 Elm may grant like rights provided those rights do not interfere with 89 Elm's easements and rights of way) for the passage and accommodation of persons and vehicles (including commercial vehicles) at any and all times over and across the roads, sidewalks, and other areas of ingress and egress currently existing on the 73 Elm Parcel (the "73 Elm Access Easement Area") for the purpose of providing unimpeded access, ingress and egress from the 89 Elm Parcel to Preble Street, together with the right to enter from time to time upon said 73 Elm Access Easement Area to inspect, install, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such area, together with the right and easement, at such times if the circumstances allow as 73 Elm shall reasonably approve, to cut, clear and remove trees, bushes, growth and obstructions to clear and keep clear said 73 Elm Access Easement Area of all snow, ice, trees and bushes on or adjacent thereto by such means as 89 Elm may select. Prior to conducting any work on the 73 Elm, in the absence of an exigent circumstance, 89 Elm shall notify 73 Elm at least 48 hours in advance and shall observe 73 Elm's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on 73 Elm Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 73 Elm and shall have liability insurance in such ordinary and reasonable amounts as 73 Elm may require, certificates of which shall be presented by 89 Elm upon request.

C. Maintenance Easement. The right, privilege, and easement to temporarily use and occupy, including to the right to place scaffolding, cranes and other equipment as may be reasonably required, and for other purposes reasonably incidental to the maintenance and repair of structures constructed or to be constructed upon the 89 Elm Parcel, that unimproved portion of the 73 Elm Parcel reasonably necessary for such maintenance and repair in connection with the construction, maintenance and repair of the building located or to be located on the 89 Elm Parcel. Prior to entering into the Easement Area for such maintenance and/or repair, in the absence of an exigent circumstance, 89 Elm shall notify 73 Elm at least 48 hours in

advance and shall observe 73 Elm's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on 73 Elm Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 73 Elm and shall have liability insurance in such ordinary and reasonable amounts as 73 Elm may require, certificates of which shall be presented by 89 Elm to 73 Elm upon request.

Subject to the terms of Article II below, 73 Elm reserves all rights of ownership in and to the 73 Elm Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the 73 Elm Parcel, the right to use the 73 Elm Parcel for all uses not interfering with the use permitted 89 Elm hereunder, and the right to develop the 73 Elm Parcel and relocate the 73 Elm Easements as set forth in Article II below.

ARTICLE II – DEVELOPMENT OF A PARCEL

1. In the event that 89 Elm desires to develop the 89 Elm Parcel, 89 Elm shall provide written notice of its intention to so develop (a "Development Notice") to 73 Elm prior to commencing such development. Thereafter, 89 Elm shall have the unrestricted right to relocate the 89 Elm Easements to area of the 89 Elm Parcel reasonably designated by 89 Elm. Upon completion the development described in a Development Notice, the 89 Elm Easements will automatically be deemed: (i) terminated as to those portions of 89 Elm Parcel described herein, and (ii) relocated to the areas specified by 89 Elm. Although the foregoing provision is intended to be self-operative, 73 Elm agrees to execute any instrument reasonably requested by 89 Elm to further evidence such termination and relocation.

2. In the event that 73 Elm desires to develop the 73 Elm Parcel, 73 Elm shall provide a Development Notice to the 89 Elm prior to commencing such development. Thereafter, 73 Elm shall have the unrestricted right to relocate the 73 Elm Easements to area of the 73 Elm Parcel reasonably designated by 73 Elm. Upon completion the development described in a Development Notice, the 73 Elm Easements will automatically be deemed: (i) terminated as to those portions of 73 Elm Parcel described herein, and (ii) relocated to the areas specified by 73 Elm. Although the foregoing provision is intended to be self-operative, 89 Elm agrees to execute any instrument reasonably requested by 73 Elm to further evidence such termination and relocation, including those that may be recorded in the Cumberland County Registry of Deeds.

ARTICLE III – DEFAULT; REMEDIES

1. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Party (the "defaulting Party"): the failure to observe or perform any other of the covenants, conditions or obligations of this Agreement or to abide by the restrictions and requirements herein provided and such failure of performance remains uncured sixty (60) days after the issuance of a notice by the other Party (the "non-defaulting Party") specifying the nature of the default claimed.

2. Each non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provision contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event that a Party brings a proceeding at law or in equity

against another Party pursuant to this Section, the non-prevailing Party shall pay the reasonable attorneys' fees of the prevailing Party.

3. No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

4. No breach, whether or not material, of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement.

ARTICLE IV - MISCELLANEOUS

1. The easements granted by this Agreement shall be binding on the Parties, their successors and assigns and shall be appurtenant to each Parcel, as the case may be, and shall inure to the benefit of the Parties and their respective successors, assigns, mortgagees, tenants, subtenants, beneficiaries, guests, invitees, contractors and licensees.

2. 73 Elm agrees to indemnify, defend and hold harmless 89 Elm from:

   a. Any and all claims, actions, damages, liability or expense, including without limitation reasonable attorneys' fees, expert witness and consultants' fees, and court costs, which 89 Elm, or its respective tenants, agents, contractors, employees and licensees, may incur in connection with any and all injuries to or deaths of persons or damage to real or personal property or business arising out of the exercise or use of the rights granted hereunder by 89 Elm.

   b. Any and all mechanic's liens, materialmen's or other liens or claims arising out of any action taken by 73 Elm, or their tenants, agents, contractors, licensee, or employees pursuant to the provisions of this Agreement, including without limitation attorneys' fees, expert witness and consultants' fees, and court costs incurred by 89 Elm in connection with such claims.

3. 89 Elm agrees to indemnify, defend and hold harmless 73 Elm from:

a. Any and all claims, actions, damages, liability or expense, including without limitation reasonable attorneys' fees, expert witness and consultants' fees, and court costs, which 73 Elm, or its respective tenants, agents, contractors, employees and licensees, may incur in connection with any and all injuries to or deaths of persons or damage to real or personal property or business arising out of the exercise or use of the rights granted hereunder by 73 Elm.

b. Any and all mechanic's liens, materialmen's or other liens or claims arising out of any action taken by 89 Elm, or their tenants, agents, contractors, licensee, or employees pursuant to the provisions of this Agreement, including without limitation attorneys' fees, expert witness and consultants' fees, and court costs incurred by 73 Elm in connection with such claims.

4. This Agreement may be amended solely by written instrument executed by each of the parties hereto or their respective successors in interest, which written instrument shall be recorded in the Registry of Deeds.

5. Neither this Agreement and grant of any easement, nor the use and enjoyment pursuant to the provisions of this Agreement, shall be deemed in any way to create or confer in or on any member of the public any right to use or enjoy the same, or any estate therein, or operate as a dedication by the Parties or any of them.

6. This Agreement shall be governed by the laws of the State of Maine, without reference to choice of law rules.

7. The rule of strict construction does not apply to the easement grants herein, which shall be given a reasonable construction so that the intention of the parties to confer on each grantee a commercially usable right of enjoyment consistent with historical use. The rights exercised by each Party on the land of the other shall in all cases be exercised so as to reasonably minimize the interference with the use and operation of the other Party's respective land. The use of section titles is for convenience only and shall not be deemed to evidence any intent of the parties hereto.

8. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Easement and Maintenance Agreement to be executed as of the day and year first written above.

73 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

Witness

By: _____
Name: John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF Cumberland, SS.

On this 12th day of October, 2022, personally appeared John Laliberte, the Vice President of Tom Watson & Co., LLC, the Manager of 73 Elm Street LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of 73 Elm Street LLC.

Before me, _____
Notary Public Attorney at Law

Printed Name: Hunter Starbird

Affix Notarial Seal or Stamp

Received
Recorded Register of Deeds
Oct 13,2022 02:45:44P
Cumberland County
Jessica M. Spaulding

89 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

Witness

By: _____
Name: John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF Cumberland, SS.

On this 12th day of October, 2022, personally appeared John Laliberte, the Vice President of Tom Watson & Co., LLC, the Manager of 89 Elm Street LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of 89 Elm Street LLC.

Before me, _____
Notary Public Attorney at Law

Printed Name: Hunter

Affix Notarial Seal or Stamp

When recorded return to:
Bernstein Shur
100 Middle St.
Attn: Hawley R. Strait, Esq.

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (the "Agreement") is entered into as of the 12th day of October, 2022, between **196 Lancaster Street LLC**, a Maine limited liability company ("196 Lancaster"), **WBP Commercial LLC**, a Maine limited liability company ("WBP Commercial," and collectively with 196 Lancaster, each a "Party" and together the "Parties"), for the purpose of establishing the following easements and other privileges in, on, over and across certain properties located along Lancaster Street in the City of Portland, Maine.

RECITALS

1. 196 Lancaster is the sole owner of land with all buildings and improvements thereon located at 196 Lancaster Street in the City of Portland, Cumberland County, Maine described in a certain Quitclaim with Covenant Deed from Bayside I, LLC dated October 12, 2022, recorded in the Cumberland County Registry of Deeds (the "Registry of Deeds") at Book 39779, Page 232 (the "196 Lancaster Parcel").

2. WBP Commercial is the sole owner of land with all buildings and improvements thereon located at 190 Lancaster Street in the City of Portland, Cumberland County, Maine described in a certain Quitclaim with Covenant Deed from Bayside I, LLC dated October 12, 2022, recorded in the Registry of Deeds at Book 39779, Page 227 (the "WBP Parcel," and together with the 196 Lancaster Parcel, the "Parcels" and each a "Parcel").

3. The Parties by this Agreement wish to establish certain mutual rights of access, utilities, shared systems and other rights associated with the ownership, use and operation of their respective Parcels to ensure the continued use and enjoyment of the Parcels.

4. To that end, the Parties have agreed to grant each other certain easements and privileges to ensure the continued use and enjoyment of their respective Parcels.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I – EASEMENTS

1. 196 Lancaster Covenants and Easements Granted to WBP Commercial. 196 Lancaster hereby grants and conveys to WBP Commercial, and its successors and assigns, the following perpetual easements, rights of way and privileges on, over, under and across the 196 Lancaster Parcel, which easement(s) shall be appurtenant to and run with the WBP Commercial Parcel (collectively, the "196 Lancaster Easements"):

A. Utility Easement. A perpetual non-exclusive easement for the installation, use, maintenance, and repair of any and all utilities to service the WBP Commercial Parcel including,

without limitation, water, electricity, gas, phone, cable TV and internet on, over, under and across the 196 Lancaster Parcel in the area where such utility facilities currently exist on the 196 Lancaster Parcel. 196 Lancaster shall also have the right to transmit electricity, water, gas, data and any other utility over all existing wires, lines, systems, cables and apparatus located on or within the 196 Lancaster Parcel for any lawful purpose. WBP Commercial shall have the right, in common with 196 Lancaster, to connect to any such wires, lines, systems, cables and/or apparatus as may be located by 196 Lancaster from time to time for such uses as may be convenient for the WBP Commercial Parcel, provided that such connections shall in all events: 1) be at the sole expense of WBP Commercial; 2) shall not interfere with or affect the continuous use and operation of the 196 Lancaster Parcel; and 3) shall be installed and maintained in a good and workmanlike manner consistent with good utility practice and in compliance with all applicable law and/or permitting requirements. 196 Lancaster reserves the right for 196 Lancaster and its successors and assigns to grant routine utility easements in favor of and as requested by utility companies and WBP Commercial shall join in such easements as may reasonably be requested.

B. Access and Use Easement. A perpetual, nonexclusive right of way and easement (in common with 196 Lancaster and others to whom 196 Lancaster may grant like rights provided those rights do not interfere with WBP Commercial's easements and rights of way) for the passage and accommodation of persons and vehicles (including commercial vehicles) at any and all times over and across the roads, sidewalks, and other areas of ingress and egress currently existing on the 196 Lancaster Parcel (the "196 Lancaster Access Easement Area") for the purpose of providing unimpeded access, ingress and egress from the WBP Commercial Parcel to Elm Street, Preble Street, and Lancaster Street East, together with the right to enter from time to time upon said 196 Lancaster Access Easement Area to inspect, install, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such area, together with the right and easement, at such times if the circumstances allow as 196 Lancaster shall reasonably approve, to cut, clear and remove trees, bushes, growth and obstructions to clear and keep clear said 196 Lancaster Access Easement Area of all snow, ice, trees and bushes on or adjacent thereto by such means as WBP Commercial may select. Prior to conducting any work on the 196 Lancaster Parcel, in the absence of an exigent circumstance, WBP Commercial shall notify 196 Lancaster at least 48 hours in advance and shall observe 196 Lancaster's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on the 196 Lancaster Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 196 Lancaster and shall have liability insurance in such ordinary and reasonable amounts as 196 Lancaster may require, certificates of which shall be presented by WBP Commercial upon request.

C. Maintenance Easement. The right, privilege, and easement to temporarily use and occupy, including the right to place scaffolding, cranes and other equipment as may be reasonably required, and for other purposes reasonably incidental to the maintenance and repair of structures constructed or to be constructed upon the WBP Commercial Parcel, that, unimproved portion of the 196 Lancaster Parcel reasonably necessary for maintenance and repair in connection with the construction, maintenance and repair of the building located or to be located on the WBP Parcel. Prior to entering into the Easement Area for such maintenance and/or repair, in the absence of an exigent circumstance, WBP Commercial shall notify 196 Lancaster at least 48 hours in advance and shall observe 196 Lancaster's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on the 196 Lancaster Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of 196 Lancaster and shall have liability insurance in such ordinary and reasonable amounts as 196 Lancaster may require, certificates of which shall be presented by WBP Commercial to 196 Lancaster upon request.

Subject to the terms of Article II below, 196 Lancaster reserves all rights of ownership in and to the 196 Lancaster Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the 196 Lancaster Parcel, the right to use the 196 Lancaster Parcel for all uses not interfering with the use permitted WBP Commercial hereunder, and the right to develop the 196 Lancaster Parcel and relocate the 96 Lancaster Easements as set forth in Article II below.

2. WBP Commercial Covenants and Easements Granted to 196 Lancaster. WBP Commercial hereby grants and conveys to 196 Lancaster, and its successors and assigns, the following perpetual easements, rights of way and privileges on, over, under and across the WBP Commercial Parcel, which easement(s) shall be appurtenant to and run with the 196 Lancaster Parcel (collectively, the "WBP Commercial Easements"):

A. Utility Easement. A perpetual non-exclusive easement for the installation, use, maintenance, and repair of any and all utilities to service the 196 Lancaster Parcel including, without limitation, water, electricity, gas, phone, cable TV and internet on, over, under and across the WBP Commercial Parcel in the area where such utility facilities currently exist on the WBP Commercial Parcel. WBP Commercial shall also have the right to transmit electricity, water, gas, data and any other utility over all existing wires, lines, systems, cables and apparatus located on or within the WBP Commercial Parcel for any lawful purpose. 196 Lancaster shall have the right, in common with WBP Commercial, to connect to any such wires, lines, systems, cables and/or apparatus as may be located by WBP Commercial from time to time for such uses as may be convenient for the 196 Lancaster Parcel, provided that such connections shall in all events: 1) be at the sole expense of 196 Lancaster; 2) shall not interfere with or affect the continuous use and operation of the WBP Commercial Parcel; and 3) shall be installed and maintained in a good and workmanlike manner consistent with good utility practice and in compliance with all applicable law and/or permitting requirements. WBP Commercial reserves the right for WBP Commercial and its successors and assigns to grant routine utility easements in favor of and as requested by utility companies and 196 Lancaster shall join in such easements as may reasonably be requested.

B. Access and Use Easement. A perpetual, nonexclusive right of way and easement (in common with WBP Commercial and others to whom WBP Commercial may grant like rights provided those rights do not interfere with 196 Lancaster's easements and rights of way) for the passage and accommodation of persons and vehicles (including commercial vehicles) at any and all times over and across the roads, sidewalks, and other areas of ingress and egress currently existing on the WBP Commercial Parcel (the "WBP Commercial Access Easement Area") for the purpose of providing unimpeded access, ingress and egress from the 196 Lancaster Parcel to Preble Street, Elm Street, and Oxford Street, together with the right to enter from time to time upon said WBP Commercial Access Easement Area to inspect, install, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such area, together with the right and easement, at such times if the circumstances allow as WBP Commercial shall reasonably approve, to cut, clear and remove trees, bushes, growth and obstructions to clear and keep clear said WBP Commercial Access Easement Area of all snow, ice, trees and bushes on or adjacent thereto by such means as 196 Lancaster may select. Prior to conducting any work on the WBP Commercial Parcel, in the absence of an exigent circumstance, 196 Lancaster shall notify WBP Commercial at least 48 hours in advance and shall observe WBP Commercial's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on WBP Commercial Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of WBP Commercial and shall have liability insurance in such ordinary and reasonable

amounts as WBP Commercial may require, certificates of which shall be presented by 196 Lancaster upon request.

C. Maintenance Easement. The right, privilege, and easement to temporarily use and occupy, including to the right to place scaffolding, cranes and other equipment as may be reasonably required, and for other purposes reasonably incidental to the maintenance and repair of structures constructed or to be constructed upon the 196 Lancaster Parcel, that unimproved portion of the WBP Commercial Parcel reasonably necessary for such maintenance and repair in connection with the construction, maintenance and repair of the building located or to be located on the 196 Lancaster Parcel. Prior to entering into the Easement Area for such maintenance and/or repair, in the absence of an exigent circumstance, 196 Lancaster shall notify WBP Commercial at least 48 hours in advance and shall observe WBP Commercial's reasonable requests in the further conduct and timing of such work so as to minimize any disruption to the operations on WBP Commercial Parcel. Any and all contractors or personnel engaged for such work shall be under the supervision of WBP Commercial and shall have liability insurance in such ordinary and reasonable amounts as WBP Commercial may require, certificates of which shall be presented by 196 Lancaster to WBP Commercial upon request.

Subject to the terms of Article II below, WBP Commercial reserves all rights of ownership in and to the WBP Commercial Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the WBP Commercial Parcel, the right to use the WBP Commercial Parcel for all uses not interfering with the use permitted 196 Lancaster hereunder, and the right to develop the WBP Commercial Parcel and relocate the WBP Commercial Easements as set forth in Article II below.

ARTICLE II – DEVELOPMENT OF A PARCEL

1. In the event that 196 Lancaster desires to develop the 196 Lancaster Parcel, 196 Lancaster shall provide written notice of its intention to so develop (a "Development Notice") to the WBP Commercial prior to commencing such development. Thereafter, 196 Lancaster shall have the unrestricted right to relocate the 196 Lancaster Easements to area of the 196 Lancaster Parcel reasonably designated by 196 Lancaster. Upon completion the development described in a Development Notice, the 196 Lancaster Easements will automatically be deemed: (i) terminated as to those portions of 196 Lancaster Parcel described herein, and (ii) relocated to the areas specified by 196 Lancaster. Although the foregoing provision is intended to be self-operative, WBP Commercial agrees to execute any instrument reasonably requested by 196 Lancaster to further evidence such termination and relocation.

2. In the event that WBP Commercial desires to develop the WBP Commercial Parcel, WBP Commercial shall provide a Development Notice to the 196 Lancaster prior to commencing such development. Thereafter, WBP Commercial shall have the unrestricted right to relocate the WBP Commercial Easements to area of the WBP Commercial Parcel reasonably designated by WBP Commercial. Upon completion the development described in a Development Notice, the WBP Commercial Easements will automatically be deemed: (i) terminated as to those portions of WBP Commercial Parcel described herein, and (ii) relocated to the areas specified by WBP Commercial. Although the foregoing provision is intended to be self-operative, 196 Lancaster agrees to execute any instrument reasonably requested by WBP Commercial to further evidence such termination and relocation, including those that may be recorded in the Cumberland County Registry of Deeds.

ARTICLE III – DEFAULT; REMEDIES

1. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Party (the "defaulting Party"): the failure to

observe or perform any other of the covenants, conditions or obligations of this Agreement or to abide by the restrictions and requirements herein provided and such failure of performance remains uncured sixty (60) days after the issuance of a notice by the other Party (the "non-defaulting Party") specifying the nature of the default claimed.

2. Each non-defaulting Party shall have the right to prosecute any proceedings at law or in equity against any defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provision contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event that a Party brings a proceeding at law or in equity against another Party pursuant to this Section, the non-prevailing Party shall pay the reasonable attorneys' fees of the prevailing Party.

3. No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

4. No breach, whether or not material, of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement.

ARTICLE IV - MISCELLANEOUS

1. The easements granted by this Agreement shall be binding on the Parties, their successors and assigns and shall be appurtenant to each Parcel, as the case may be, and shall inure to the benefit of the Parties and their respective successors, assigns, mortgagees, tenants, subtenants, beneficiaries, guests, invitees, contractors and licensees.

2. WBP Commercial agrees to indemnify, defend and hold harmless 196 Lancaster from:

a. Any and all claims, actions, damages, liability or expense, including without limitation reasonable attorneys' fees, expert witness and consultants' fees, and court costs, which 196 Lancaster, or its respective tenants, agents, contractors, employees and licensees, may incur in connection with any and all injuries to or deaths of persons or damage to real or personal property or business arising out of the exercise or use of the rights granted hereunder by 196 Lancaster.

b. Any and all mechanic's liens, materialmen's or other liens or claims arising out of any action taken by WBP Commercial, or their tenants, agents, contractors, licensee, or employees pursuant to the provisions of this Agreement, including without limitation attorneys' fees, expert witness and consultants' fees, and court costs incurred by 196 Lancaster in connection with such claims.

3. 196 Lancaster agrees to indemnify, defend and hold harmless WBP Commercial from:

a. Any and all claims, actions, damages, liability or expense, including without limitation reasonable attorneys' fees, expert witness and consultants' fees, and court costs, which WBP Commercial, or its respective tenants, agents, contractors, employees and licensees, may incur in connection with any and all injuries to or deaths of persons or damage to real or personal property or business arising out of the exercise or use of the rights granted hereunder by WBP Commercial.

b. Any and all mechanic's liens, materialmen's or other liens or claims arising out of any action taken by 196 Lancaster, or their tenants, agents, contractors, licensee, or employees pursuant to the provisions of this Agreement, including without limitation attorneys' fees, expert witness and consultants' fees, and court costs incurred by WBP Commercial in connection with such claims.

4. This Agreement may be amended solely by written instrument executed by each of the parties hereto or their respective successors in interest, which written instrument shall be recorded in the Registry of Deeds.

5. Neither this Agreement and grant of any easement, nor the use and enjoyment pursuant to the provisions of this Agreement, shall be deemed in any way to create or confer in or on any member of the public any right to use or enjoy the same, or any estate therein, or operate as a dedication by the Parties or any of them.

6. This Agreement shall be governed by the laws of the State of Maine, without reference to choice of law rules.

7. The rule of strict construction does not apply to the easement grants herein, which shall be given a reasonable construction so that the intention of the parties to confer on each grantee a commercially usable right of enjoyment consistent with historical use. The rights exercised by each Party on the land of the other shall in all cases be exercised so as to reasonably minimize the interference with the use and operation of the other Party's respective land. The use of section titles is for convenience only and shall not be deemed to evidence any intent of the parties hereto.

8. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the

remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the parties, their successors and assigns forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Easement and Maintenance Agreement to be executed as of the day and year first written above.

WBP Commercial LLC
By: Tom Watson & Co., LLC, its Manager

Witness

By: _____
Name: John Laliberte
Its: Vice President

STATE OF MAINE
COUNTY OF Cumberland, SS.

On this 12th day of October, 2022, personally appeared John Laliberte, the Vice President of Tom Watson & Co., LLC, the Manager of WBP Commercial, LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of WBP Commercial LLC.

Before me, _____
~~Notary Public~~ Attorney at Law

Printed Name: Hartley Stuart

Affix Notarial Seal or Stamp

196 Lancaster Street LLC

By: Tom Watson & Co., LLC, its Manager

Witness

By: _____
Name: John Laliberte
Its: Vice President

Received
Recorded Register of Deeds
Oct 13,2022 02:46:55P
Cumberland County
Jessica M. Spaulding

STATE OF MAINE
COUNTY OF Cumberland, SS.

On this 12th day of October, 2022, personally appeared John Laliberte, the Vice President of Tom Watson & Co., LLC, the Manager of 196 Lancaster Street LLC, to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of 196 Lancaster Street LLC.

Before me, _____
~~Notary Public~~ Attorney at Law

Printed Name: Hartley Stuart

Affix Notarial Seal or Stamp

Standard to be Waived: Cite Ordinance or Technical Manual Standard	**Cite Standard Language:** Cite specific language of applicable Ordinance or Technical Manual Standard	**Waiver Being Sought:** Describe waiver being sought. Ex. – We are requesting a two-way parking lot drive aisle width of 20' feet.	**Justification for Waiver:** Address specific waiver criteria, if applicable, and document reasons for the waiver request.
Technical Manual Section 1 Figure I-16	Requires a 7" curb reveal adjacent to sidewalks or esplanades	We are requesting flush curbing in select locations along Lancaster Street.	The project proposes to construct a shared street along Lancaster Street between Preble & Elm Street. The flush curbing is a feature of the shared street that has been utilized in similar application in other areas of the City.
Chapter 14 Table 7-E: Mixed-Use Zone Dimensional Standards	Front setback maximum 5 ft zone B-3	The development proposes to exceed the maximum 5 ft front setback.	The setback increase will allow for a public linear park and outdoor retail area along the front of the 196 Lancaster St building between Elm & Preble Streets.
Technical Manual 1.14 Parking Lot and Parking Space Design / Figure I-27	Requires that drive aisle width for right-angle parking be 24' wide	We are requesting the drive aisle width be reduced to 22' for right angle parking.	In order to maximize greenspace & residential units, we wish to reduce the footprint of parking areas in multiple low-turnover parking areas within the development.

Standard to be Waived: Cite Ordinance or Technical Manual Standard	**Cite Standard Language:** Cite specific language of applicable Ordinance or Technical Manual Standard	**Waiver Being Sought:** Describe waiver being sought. Ex. – We are requesting a two-way parking lot drive aisle width of 20' feet.	**Justification for Waiver:** Address specific waiver criteria, if applicable, and document reasons for the waiver request.
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Gorham Savings Bank

December 22, 2022

To Whom it May Concern,

I am writing regarding the future development of the Bayside parcels recently acquired by Portland-based developer Tom Watson & Co. Gorham Savings has enjoyed a long and productive relationship with this firm. Having partnered with them on several occasions and having closely reviewed the financials of both the company and key principals, it is clear that the group has the capacity and experience for a development of this nature.

Several recent projects that the company has led give a sense of the group's strength and abilities from both a financial and development perspective:

- Construction is currently underway on a 171-unit apartment property at 52 Hanover Street, a few blocks away from the subject development. The deal was financed through a participation of Maine and regional banks.
- Right next door to 52 Hanover, is the firm's 82 Hanover development. Acquired in 2018 from the city, the team repurposed a former Public Works building into 40,000 SF of retail, restaurant and office space. 82 Hanover has become a thriving hub of the Bayside community. The project is financed with a Maine-based bank.
- In 2019 the team purchased a multifamily property at 132 Marginal way. Following the acquisition, the property was converted from 100-quad units to 196 traditional apartment units. The project is financed with a Maine-based bank.
- In Biddeford, construction is nearing completion on a 96-unit historic tax credit conversion of a former mill building. This building is the first phase in a campus-style development along Gooch Street that will combine rental housing, for-sale condos and commercial space. The project is financed with a Maine-based bank.
- In Wilmington, North Carolina, Tom Watson & Co recently acquired a 219-unit multifamily property. The property was acquired with financing from a national bridge lending program with plans to refinance the property into agency financing upon completion of the improvement plan.

These and many other projects make up the firm's long list of strong projects. Tom Watson & Co has access to a wide array of debt funding sources and a deep list of loyal investors who are eager to participate in future projects.

Please reach out with any further questions.

Best,

Nick Weightman SVP
Commercial Banking | Gorham Savings Bank

Team

Development team

Tom Watson & Co. PORT PROPERTY

Local commitment, local perspective

Tom Watson & Co. and its property management arm, Port Property, have been **invested in and committed to the Bayside neighborhood** for years, with a diverse portfolio in the immediate area – including The Linden, 117 Lofts, and the commercial spaces of 52 Hanover Street.

With Port Property's own management office located at 82 Hanover Street, the team has formed a deep-rooted connection to the area and locally operates out of the Bayside neighborhood.

Port Property was founded in Portland and has been managing properties and "making home happen" since 1993. Port Property owns and manages more than 100 unique properties, leveraging their experience and expansive portfolio to provide exceptional quality and customer service to residents.

Tom Watson & Co. & Port Property take a **comprehensive approach to development, construction and management**. Working as a collective group, they invest in their own properties, use their own construction team or collaborate directly with a construction partner, and, ultimately, oversee that property's management.

Their cohesive approach ensures an unmatched level of quality, service, and longstanding commitment – even after a project is completed.

This project continues the team's vision that began with 52 Hanover. Built around the idea of strengthening connection and synergy between community residents and the surrounding area, the activation of Lancaster Street will create **a dynamic neighborhood hub that is authentic to its location while accommodating local housing and workforce needs**.



TOM WATSON, Principal
Tom founded Port Property Management (Tom Watson & Co.'s Maine management company) with his father, Jack, in 1993 in an effort towards growing and diversifying the portfolio, and he has since grown the company into the largest owner and manager of residential property in Maine. Tom also founded and leads Tom Watson & Co, our Portland-based acquisition & development company. Tom graduated from Stanford University with a BA and later Boston University with an MBA. He now maintains homes in Portland, ME and Wilmington, NC.



JOSEPH PORTA, Principal
Joe is the founder of Porta & Co. Commercial Real Estate Services, a commercial real estate brokerage based in Portland, Maine. Joe has 16-years of experience in the industry, where he has traded over $1billion in deal volume. His deals include some of the largest multi-family transactions in the history of the state, in addition to representing many of Portland's largest commercial office tenants. In addition to Joe's career in brokerage, he has over decade of experience developing and repositioning assets in downtown Portland.



JOHN LALIBERTE, Developer
John joined Tom Watson & Co. in 2018. His primary focus is multi-family development in the Greater Portland market. He is responsible for leading the development team through the full-cycle development process, beginning with deal-sourcing and concluding on project stabilization. John is currently leading the development efforts at 52 Hanover Street, Portland and he played a primary role in the repositioning of The Linden at 132 Marginal Way.



MICHAEL BARTON, Developer
Mike is a project specialist who recently joined the Tom Watson & Co. team to facilitate A&D's growth goals for ground-up new development and major rehabilitation projects. Mike works closely with the in-house construction management division to align its goals with A&D. His roles include assisting with underwriting & early hard cost estimation, feasibility, entitlements, project team procurement and administration, and post development support. Mike previously served as the Owner/Operator of the Congress Group of Maine, an independent Owner's Representative company specializing in project management in the Greater Portland area in addition to undertaking real estate development projects of his own. Mike is a LEED AP and a Certified Professional Constructor.

Team

Consultant team

Stantec Urban Places

Our Urban Places practice is a uniquely connected virtual studio—uniting interdisciplinary leaders in specialties that contribute to renewed urban centers from transit oriented corridors to sprawling downtown hubs and all that is in between. In the last 5 years, our Urban Places team members have opened the door to well over $25 billion worth of projected development in North America through implemented plans that increase multimodal access and safety to the places where we live, work, invest, and thrive.

Our Urban Places professionals help clients successfully tackle complex issues. One key to our success lies in our unconventional structure. As a specialized, multi-national practice of urban experts, we maintain the focus and responsiveness of a boutique firm within Stantec's broader network of 400 global offices and over 26,000 professionals. As an industry leading design and engineering firm, we uniquely buttress our mobility and transit planning approach with unmatched in-house technical resources in streetscape and landscape design; public realm; infrastructure and transportation; environmental services; policy support; funding strategies; and more.

Levine Planning Strategies

Levine Planning Strategies, LLC, (LPS) is a small, New England-based firm committed to building communities by using good processes and effective planning tools. Whether helping a developer coordinate a good concept into implementation, or working with municipal staff on their land use code, or helping a community develop realistic and dynamic policies and plans, LPS sees the value of planning for developers, and the value of developments to implement plans. LPS also has experience in planning for vibrant downtowns, drafting and revising zoning bylaws and ordinances, and how public finance tools can be used for policy objectives.

Firm founder Jeff Levine, AICP, spent 25 years in leadership positions in local government planning offices. Currently he is a member of the faculty in the Department of Urban Studies & Planning at MIT.

Team

Civil Engineer

Acorn Engineering

Acorn Engineering, Inc. specializes in providing urban redevelopment, civil/site design, environmental services, municipal consulting, and construction administration. Together, Acorn Engineering, Inc. has successfully designed and permitted more than 20 Minor and Major projects in Portland, including Munjoy Heights, East Bayside Lofts, The Hiawatha, 70 Anderson, 52 Hanover, and most recently 200 Federal Street, Mercy Hospital as well as 1 Upper Falls Road (aka 1 Gooch Street) in Biddeford.

Transportaion Engineer

VHB

VHB's passionate professionals include engineers, scientists, planners and designers who partner with public and private clients in the transportation, real estate, institutional, and energy industries, as well as federal, state and local governments.

Together, we work to improve mobility, enhance communities and economic vitality, and balance development and infrastructure needs with environmental stewarship.

We're a team - 1,800 strong - eager to deliver value by embracing out clients' goals, anticipating challenges building lasting partnerships, and always providing an exceptional experience. We're passionate about making meaningful contributions to the wold through the work we do; and we are proud, yet humbled to have been doing this for over 40 years.

The transportation professionals in our South Portland office have been involved in the transportation permitting of some of Portland's most exciting projects.

Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

Att. L

General impact

The master plan has been developed to reflect and reinforce priorities from the City's recent comprehensive plan. The exhibit at right introduces these goals and summarizes the project's key community benefits.

In keeping with Portland's goals, Bayside will foster a community that is:



Bayside will source inspiration from other walkable, mixed-use community spaces. This image is from the recently completed The Landing, in Fort Wayne, IN.

The Development will:

- Establish the Lancaster corridor as Bayside's "Main Street," lined with retail, food and beverage, and other amenities from Parris Street to Whole Foods.
- Introduce 800+ total and 200+ affordable new rental homes for the Portland community to accommodate the City's growing need for mixed-income housing.
- Create a signature public space between Preble and Elm where the neighborhood can come together.
- Convert numerous surface parking lots into vibrant new developments.
- Retain social services and other established community organizations in refurbished historic buildings.
- Consolidate parking at the Public Market garage to manage traffic, promote pedestrian access, and strengthen the connection between Bayside and downtown Portland.
- Source inspiration from cities that have successfully followed a similar path, prioritizing pedestrian access, mixed-use community spaces, and sustainable initiatives.
- Promote a thoughtful development process that helps Portland achieve its Comprehensive Plan goals and addresses affordability, accessibility, connectivity, and climate resiliency.

Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

General impact
The project translates the City's comprehensive plan priorities into planning and design strategies that reflect and reinforce local community goals and shared values.

MASTER PLAN PRINCIPLES

5

Translating Portland's plan into a diverse neighborhood that celebrates shared community

Build a neighborhood heart for the entire community



Develop a Main Street and public realm that reflects what makes Bayside special.

Create places that connect people



Promote walkable connections across Bayside and to the surrounding city.

Establish a genuine common ground



Introduce an inclusive, accessible place where the community can come together.

Foster real walkability



Develop a critical mass of density and mix of uses that invite pedestrians.

Celebrate living culture and local heritage



Reinforce the neighborhood's diverse architectural character and community values.

Curate the street

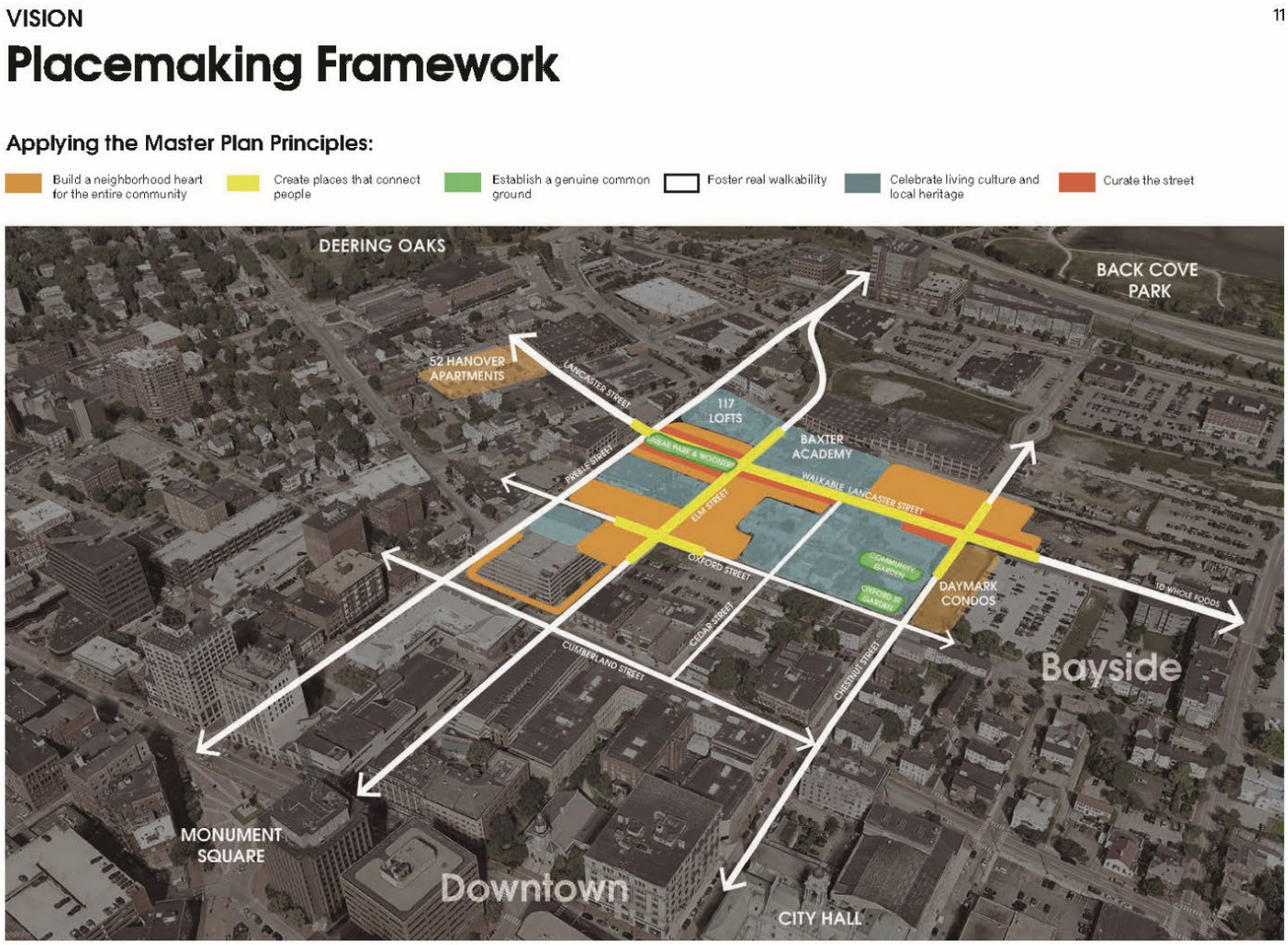


Integrate food/beverage and other neighborhood amenities that bring the streets to life.

Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

Relationship to surrounding properties

The master plan envisions a development knit into and helping strengthen the neighborhood fabric through its relationship with and connection to surrounding structures and places. The project's placemaking framework applies the master planning principles to the West Bayside context, emphasizing community connection, diversity, walkability, local heritage, and vibrant streets.

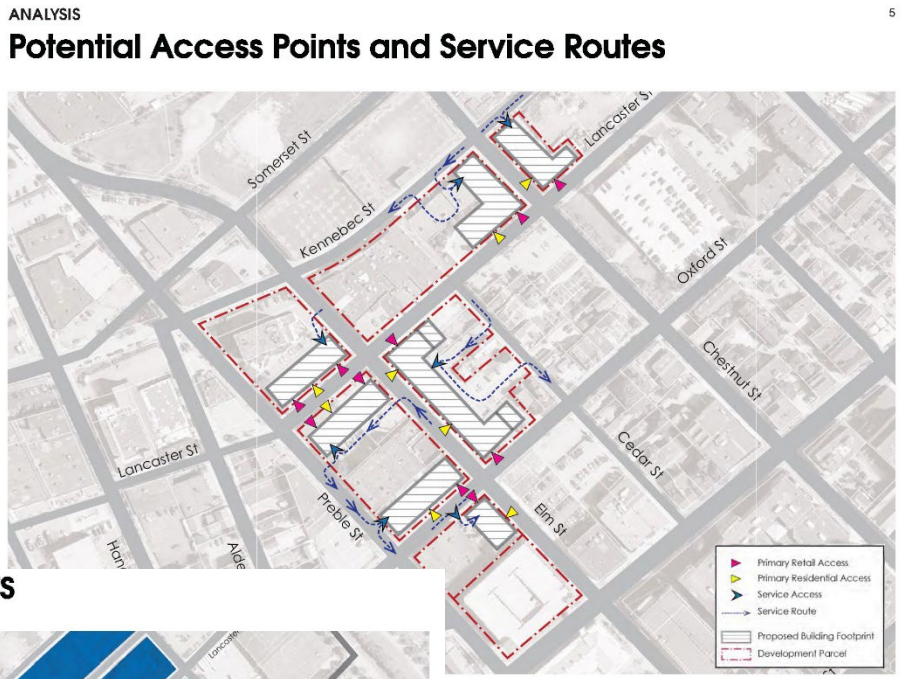


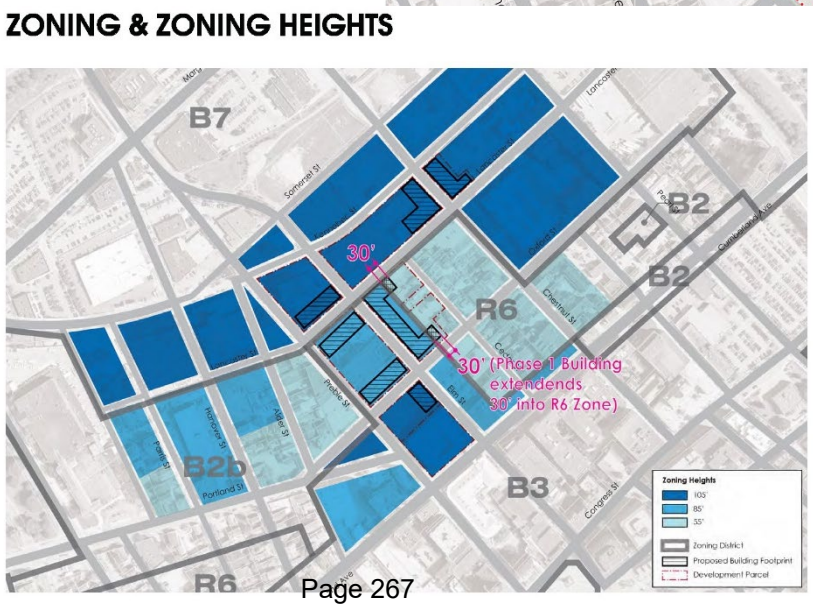
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Measures to create appropriate transitions and access to abutting public properties / neighboring tracts

The master plan does not abut public properties but does take care to provide access to new buildings without disrupting access to existing properties.

Planned buildings all conform to currently approved height limits. The buildings adjacent to the lower R6 zone include a step down at the zone border, helping transition the massing from taller construction to lower context.





Att.
M

BAYSIDE | PORTLAND, ME
LANCASTER STREETSCAPE

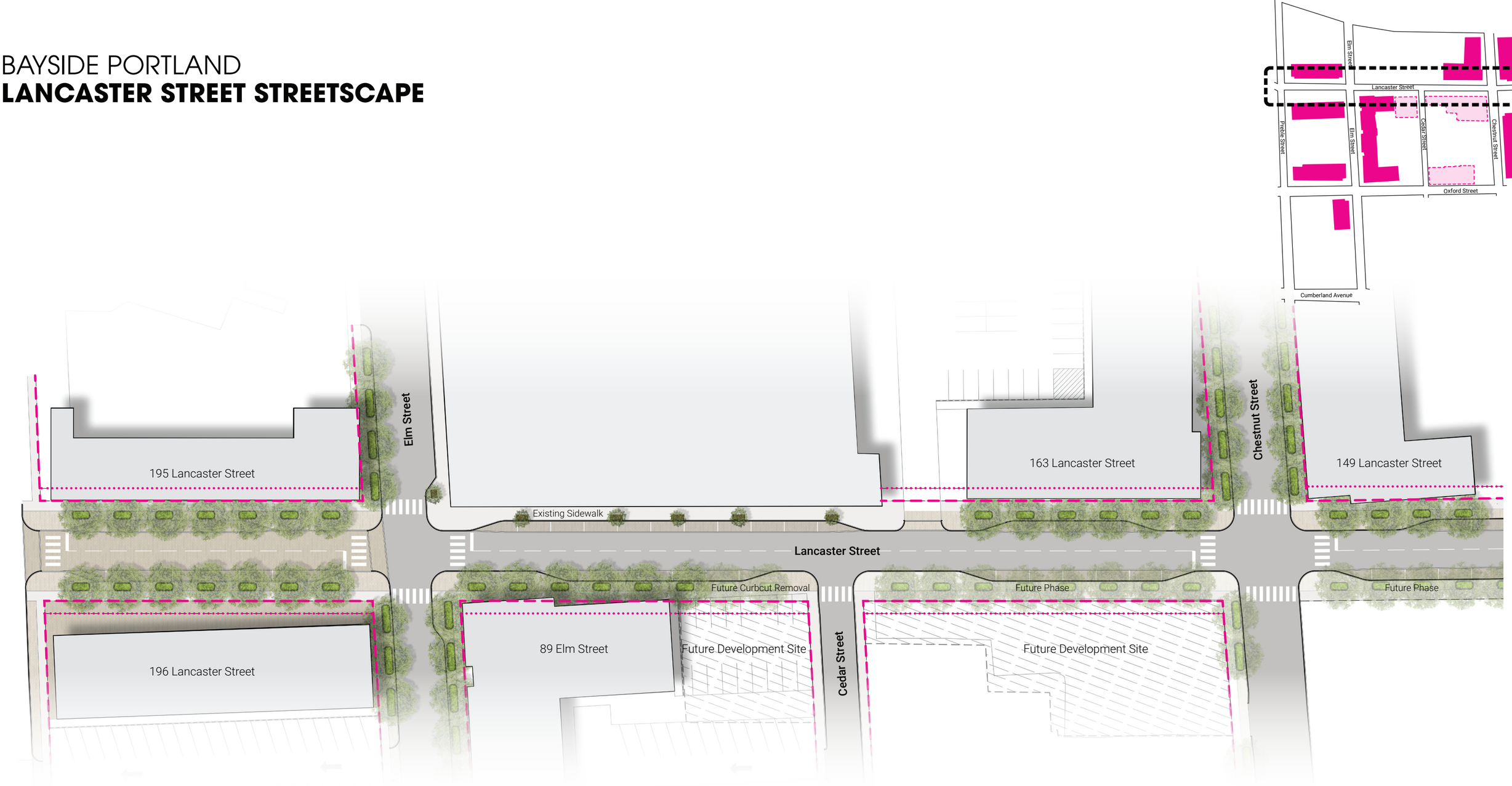
BAYSIDE PORTLAND

RETAIL & OUTDOOR DINING OPPORTUNITIES

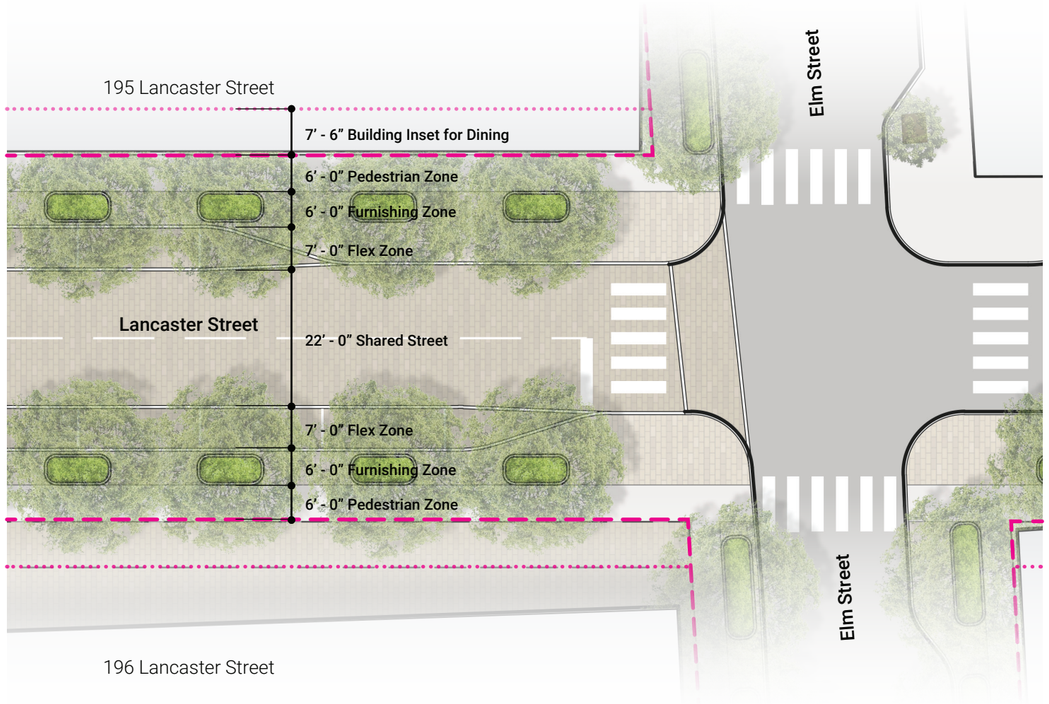


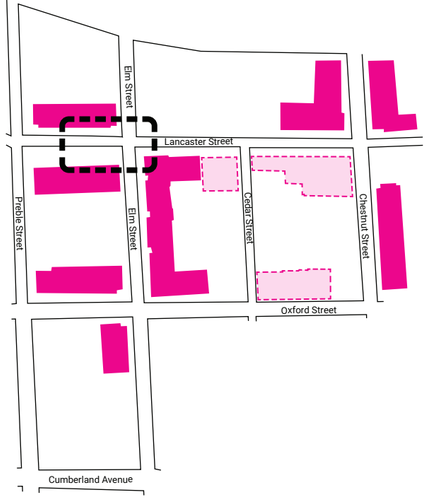
BAYSIDE PORTLAND

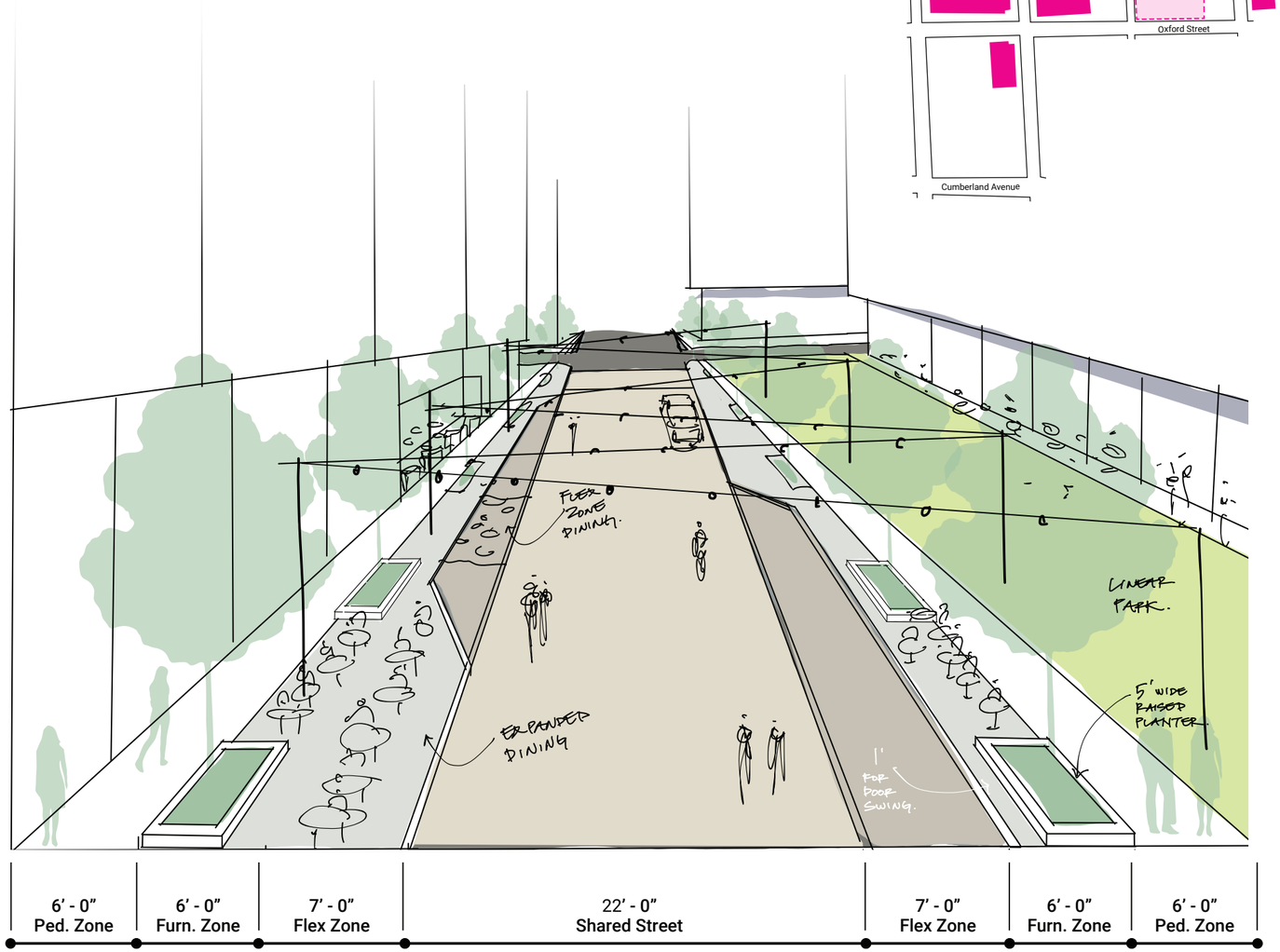
LANCASTER STREET STREETSCAPE



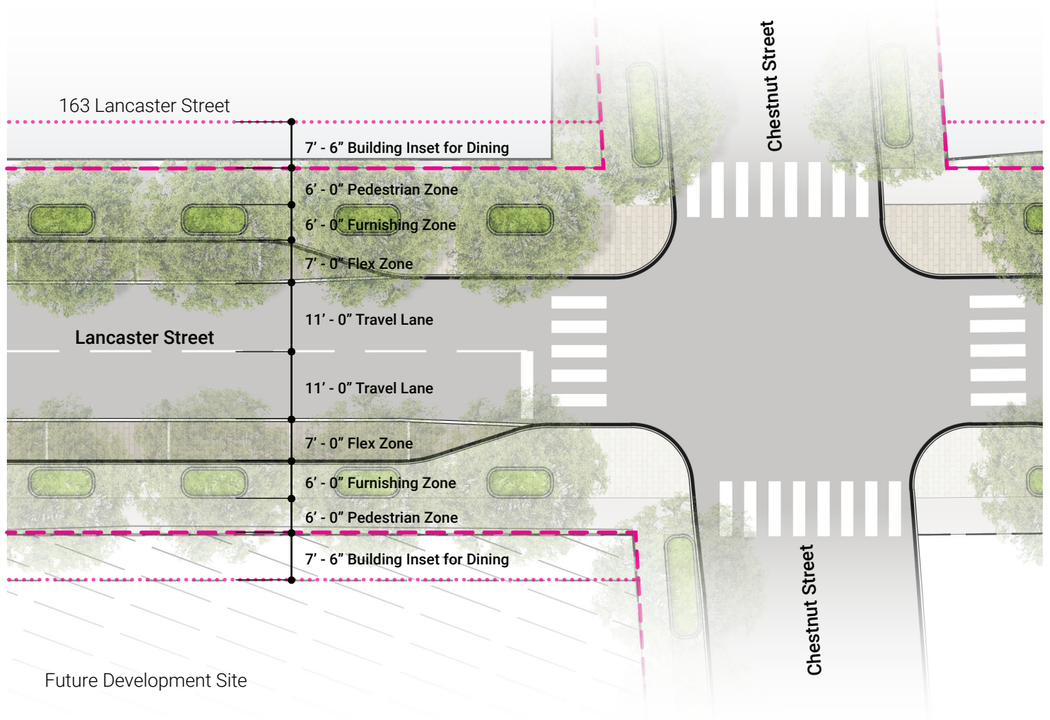
LANCASTER STREETSCAPE
195 -196 LANCASTER STREET

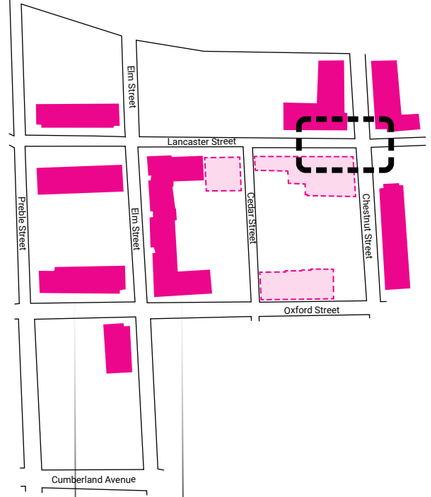


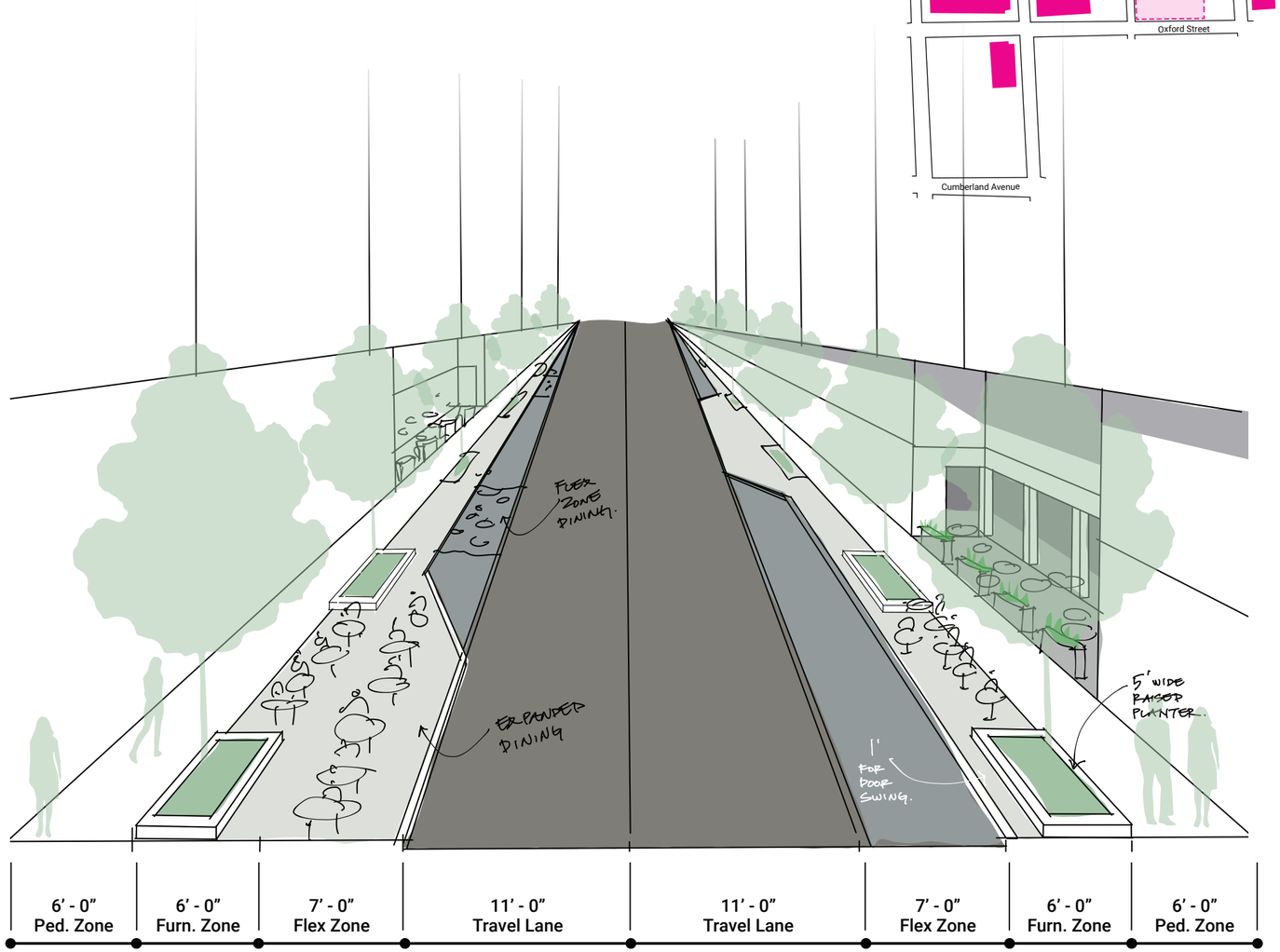




LANCASTER STREETSCAPE
163 -149 LANCASTER STREET







LANCASTER STREETSCAPE PRECEDENTS
1. SHARED STREET








LANCASTER STREETSCAPE PRECEDENTS
2. ECLECTIC COMMERCIAL FRONTAGE



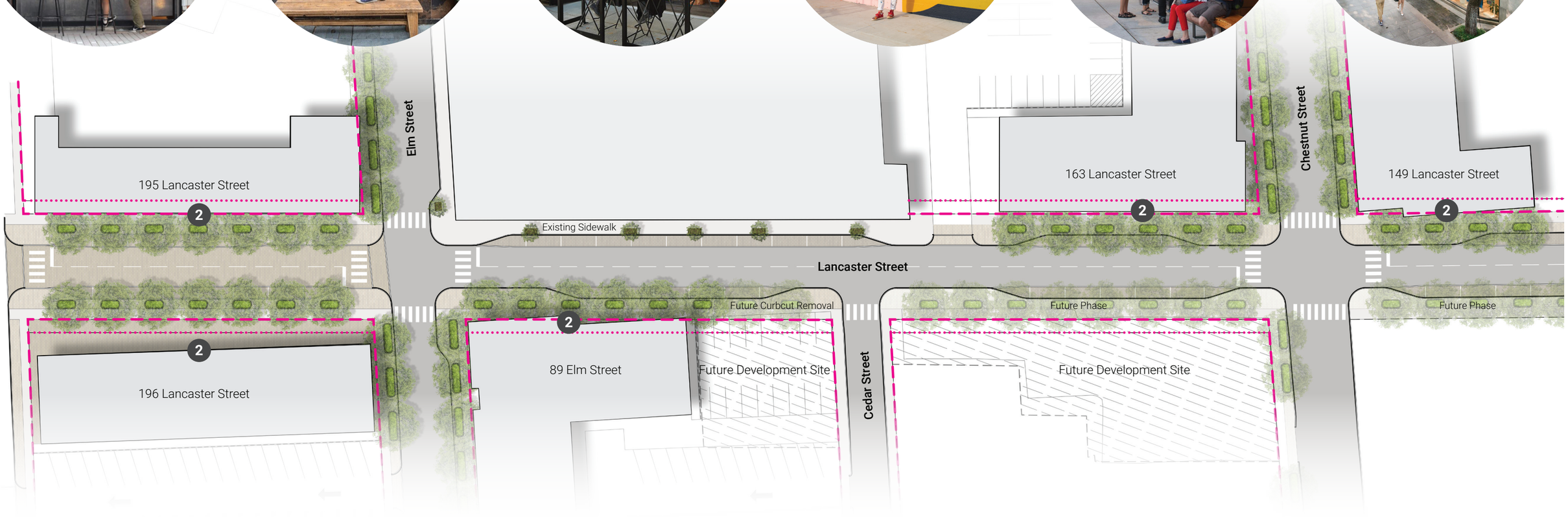












LANCASTER STREETSCAPE PRECEDENTS
3. OUTDOOR DINING



a.) Expanded Furnishing Zone



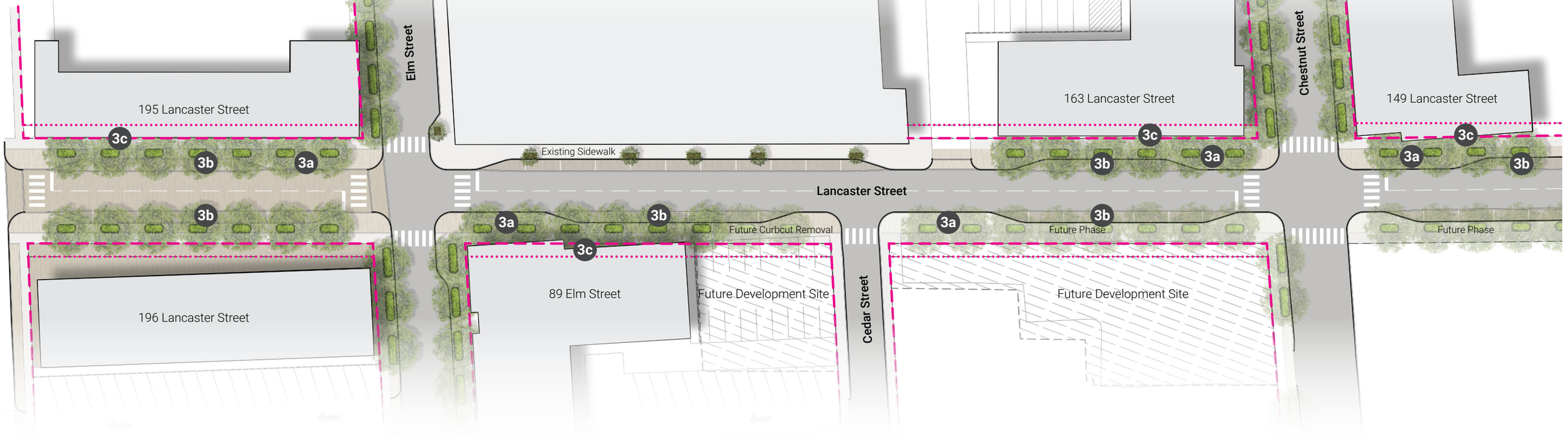
b.) Flex Zone





c.) Inset Buildng Face





LANCASTER STREETSCAPE PRECEDENTS
4. LIGHTING



a.) catenary



b.) gateway



c.) integrated



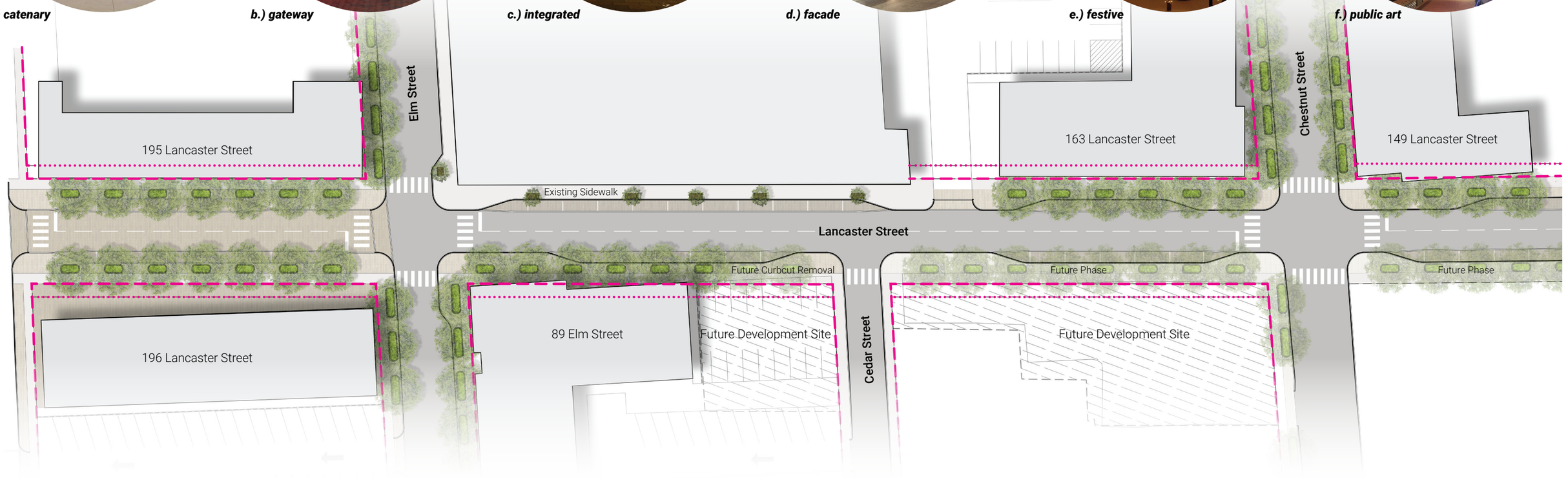
d.) facade



e.) festive



f.) public art



ARCHITECTURAL DESIGN PRINCIPLES

MASTER PLAN PRINCIPLES

5

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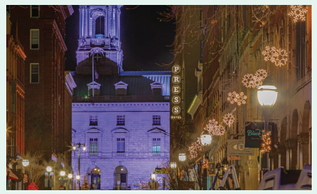
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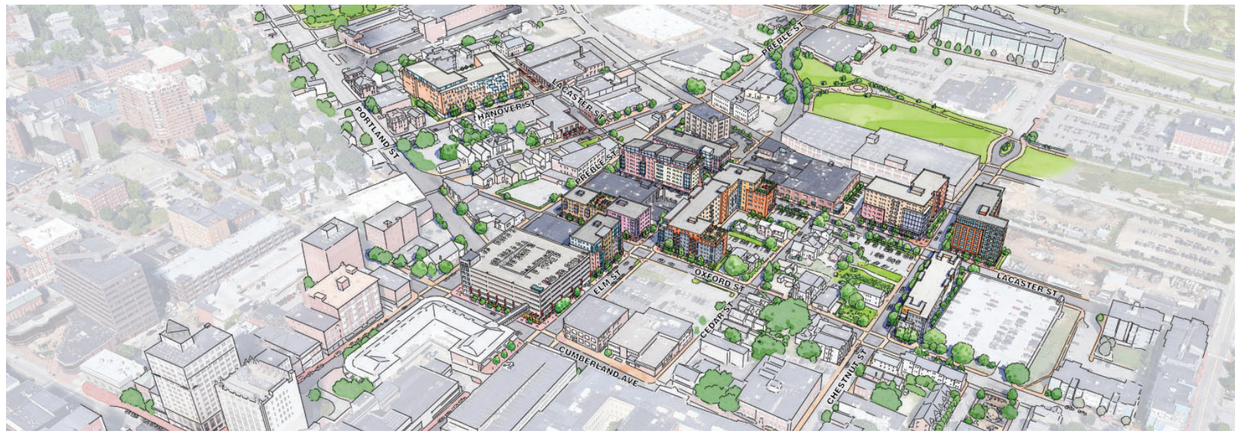


Reinforce the neighborhood's diverse architectural character and community values.

Curate the street



Integrate food/beverage and other neighborhood amenities that bring the streets to life.





GUIDED BY MASTERPLAN GOALS

MESH WITH EXISTING PORTLAND DESIGN GUIDELINES

ARCHITECTURAL DESIGN PRINCIPLES

CONTEXT

9

The Lancaster Street Corridor



There is already a lot going on along Lancaster Street, but gaps in activity between Preble and Pearl detract from the street's overall liveliness.

ESTABLISH UNIFYING THEMES

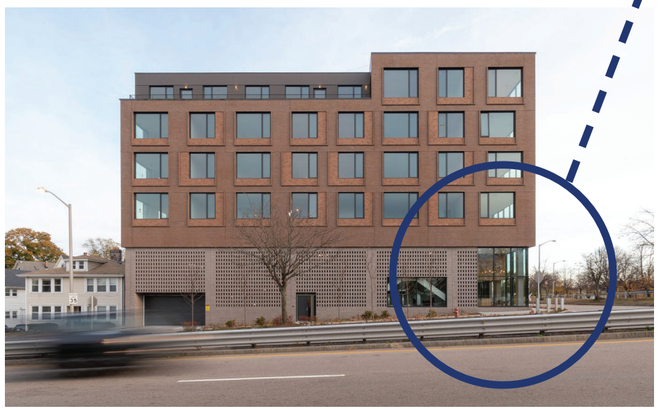
CREATE A NEIGHBORHOOD CHARACTER

REFERENCE IMAGE EXAMPLE, NOT FINAL DESIGN INTENT



IDENTIFY SIMILAR ELEMENTS THAT REPEAT THEMATICALLY ACROSS MASTERPLAN BUILDINGS

MATERIAL, DETAIL, COLOR, ETC







CREATE READILY APPARENT STREETWALL MASSING

ESTABLISH A NEW DATUM FOR FUTURE DEVELOPMENT

REFERENCE IMAGE EXAMPLE, NOT FINAL DESIGN INTENT



DEFINE A COMMON STREETWALL

CREATE A DATUM OR TWO, BREAK IT WHEN IMPORTANT

BAYSIDE PORTLAND

ARCHITECTURAL DESIGN PRINCIPLES



LOOK TO WARM AND‘NATURAL’ MATERIALS AND COLORS

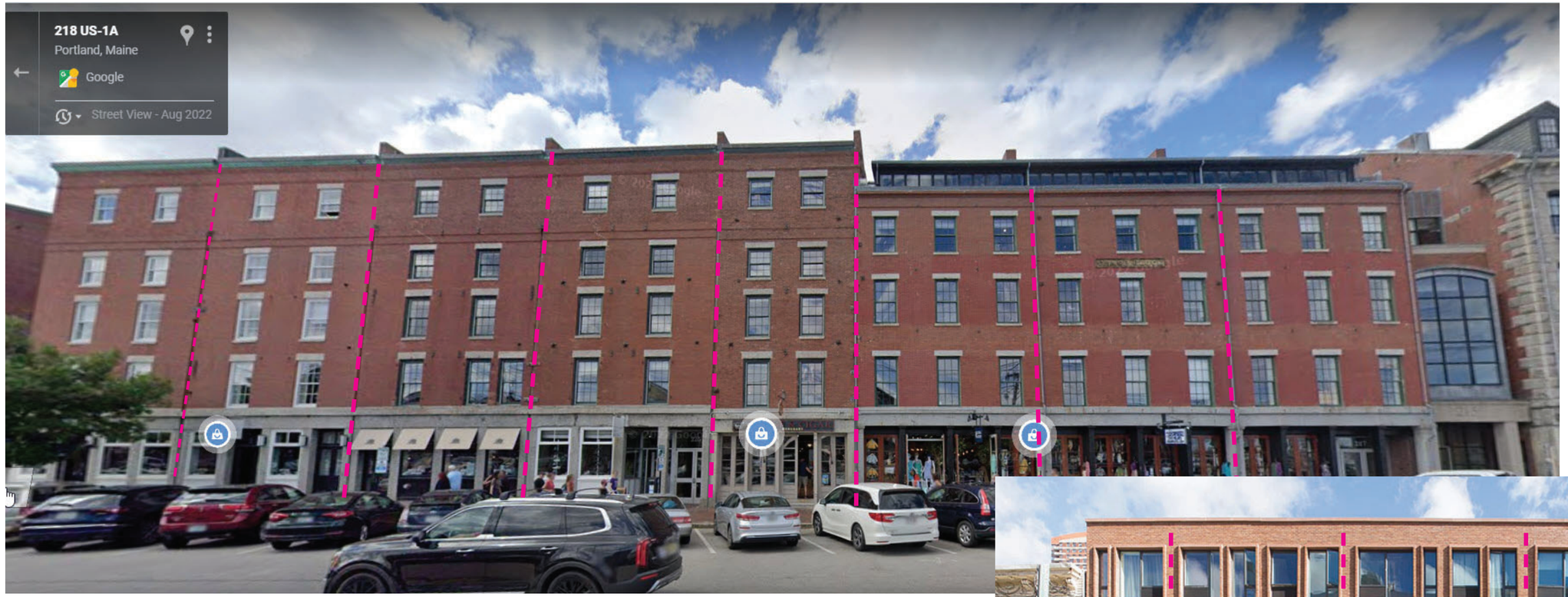
REFERENCE IMAGE EXAMPLE, NOT FINAL DESIGN INTENT





RECOGNIZABLE MATERIALS, MODERN APPLICATIONS

BE RESPECTFUL OF CONTEXT, BUT NOT REVERENTIAL





CREATE RHYTHM & PATTERN

SIMPLICITY, TEXTURE & DEPTH



SMALL & MEDIUM SCALE 'FEATURE' BUILDING ELEMENTS APPROPRIATE FOR BAYSIDE NEIGHBORHOOD

MATERIAL TRANSITION OR SPECIAL DETAIL CAN ACT AS A SIGNIFIER

REFERENCE IMAGE EXAMPLE, NOT FINAL DESIGN INTENT



CURATE SPECIAL MOMENTS

NOT EVERY GESTURE HAS TO BE GRAND





REFERENCE IMAGE EXAMPLE, NOT FINAL DESIGN INTENT

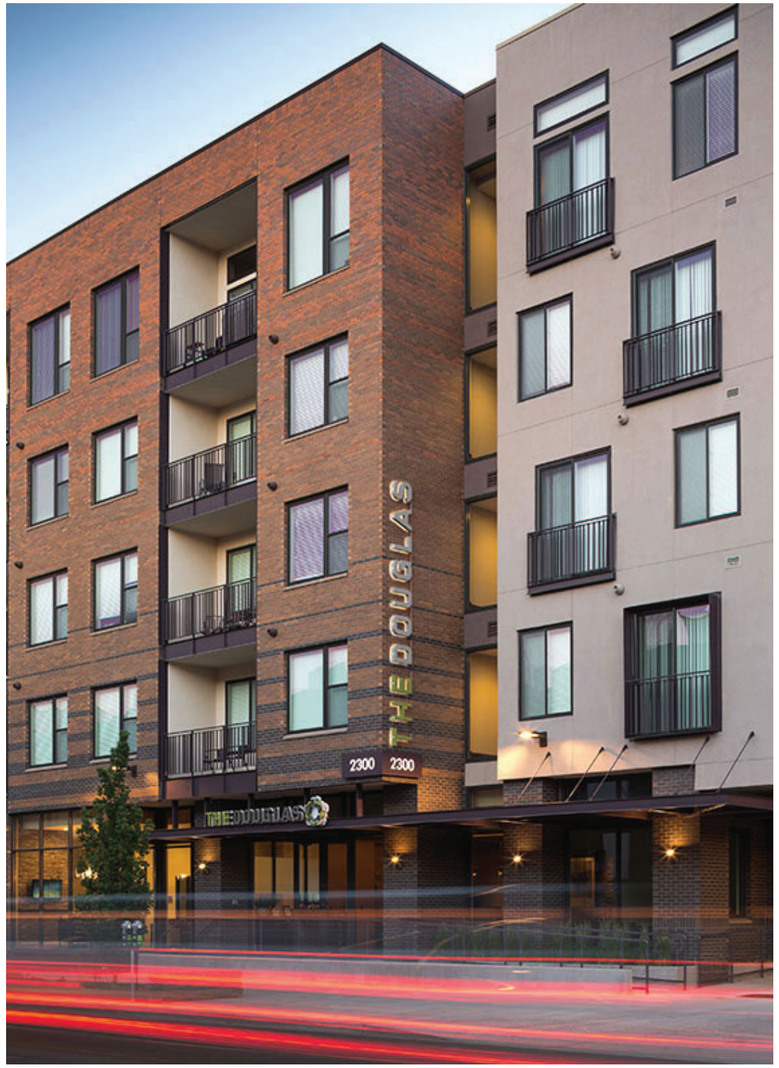


HUMAN-SCALED GROUND LEVEL

CLEARLY DEFINED, WITH ROOM FOR ‘SMALL MOMENTS’



REFERENCE IMAGE EXAMPLE, NOT FINAL DESIGN INTENT



INSIDE-OUTSIDE ACTIVATION

FIND ROOM FOR BAYS & BALCONIES

Natural Features & Open Space

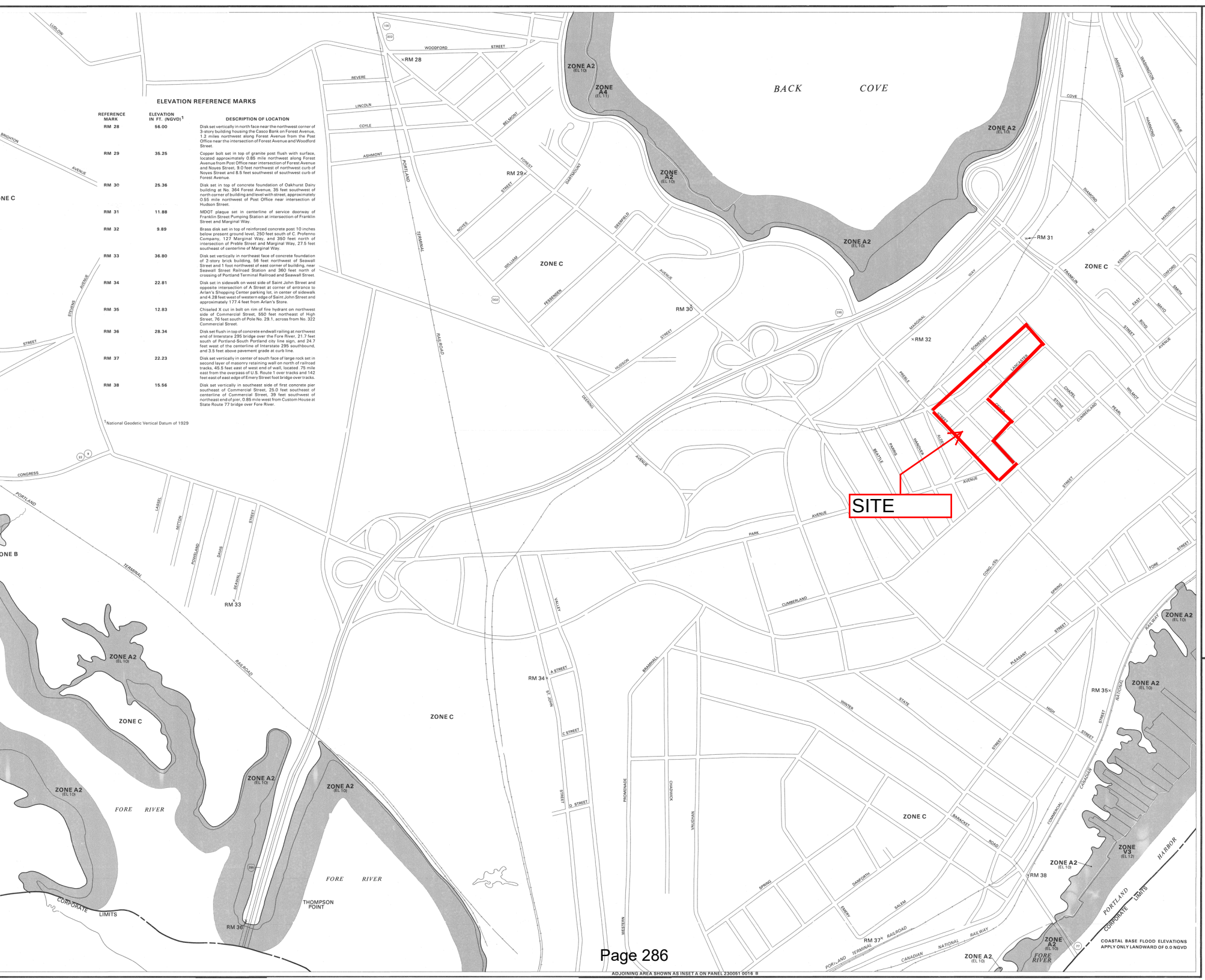
The project area is made up of urban parcels that are previously or currently developed with buildings & paved surface parking lots. The site is mostly impervious with only small limited vegetated areas & some existing street trees. There are no natural waterways or wetlands on or within the project area.

Effective FEMA FIRM maps have been reviewed & the project area is within Zone C. See attached effective FEMA FIRM map for the project area.

A base flood elevation of 12 is considered to protect against future flooding and sea level rise. All proposed building Finish Floor Elevations will be placed above this elevation. This elevation has been considered on recent similar projects in the City. Elevation 12 is seen highlighted on the attached Site Plan.

Open Space will be provided in the development with a shared street and linear park & plaza along Lancaster Street between Elm Street & Preble Street. See "Proposed Lancaster Shared Street Plan" prepared by Stantec. The area may be occupied by natural, landscaped, or hardscaped elements. The developer plans to work with the city to create a space that could be used for events, farmers markets, neighborhood celebrations, passive or active recreation, etc., with the possibility of restricting access at times to maximize the space for these uses. In addition, portions of the linear park and plaza could possibly be used by the retail spaces that occupy the 196 Lancaster Street development.

Additionally, the development is adjacent to the Bayside Trail, which is approximately 400 feet north of the northern edge of the project boundary. The development is also walkable to the Back Cove Trail, which is about 0.3 miles north of the site.


ELEVATION REFERENCE MARKS
REFERENCE MARK
ELEVATION IN FT. (NGVD)[1]
DESCRIPTION OF LOCATION
RM 28 56.00 Disk set vertically in north face near the northwest corner of 3-story building housing the Casco Bank on Forest Avenue, 1.2 miles northwest along Forest Avenue from the Post Office near the intersection of Forest Avenue and Woodford Street.
RM 29 35.25 Copper bolt set in top of granite post flush with surface, located approximately 0.85 mile northwest along Forest Avenue from Post Office near intersection of Forest Avenue and Noyes Street, 9.0 feet northwest of northwest curb of Noyes Street and 8.5 feet southwest of southwest curb of Forest Avenue.
RM 30 25.36 Disk set in top of concrete foundation of Oakhurst Dairy building at No. 364 Forest Avenue, 35 feet southwest of north corner of building and level with street, approximately 0.55 mile northwest of Post Office near intersection of Hudson Street.
RM 31 11.88 MDOT plaque set in centerline of service doorway of Franklin Street Pumping Station at intersection of Franklin Street and Marginal Way.
RM 32 9.89 Brass disk set in top of reinforced concrete post 10 inches below present ground level, 250 feet south of C. Profenno Company, 127 Marginal Way, and 350 feet north of intersection of Preble Street and Marginal Way, 27.5 feet southeast of centerline of Marginal Way.
RM 33 36.80 Disk set vertically in northeast face of concrete foundation of 2-story brick building, 58 feet northwest of Seawall Street and 1 foot northwest of east corner of building, near Seawall Street Railroad Station and 360 feet north of crossing of Portland Terminal Railroad and Seawall Street.
RM 34 22.81 Disk set in sidewalk on west side of Saint John Street and opposite intersection of A Street at corner of entrance to Arlan's Shopping Center parking lot, in center of sidewalk and 4.28 feet west of western edge of Saint John Street and approximately 177.4 feet from Arlan's Store.
RM 35 12.83 Chiseled X cut in bolt on rim of fire hydrant on northwest side of Commercial Street, 550 feet northeast of High Street, 76 feet south of Pole No. 29.1, across from No. 322 Commercial Street.
RM 36 28.34 Disk set flush in top of concrete endwall railing at northwest end of Interstate 295 bridge over the Fore River, 21.7 feet south of Portland-South Portland city line sign, and 24.7 feet west of the centerline of Interstate 295 southbound, and 3.5 feet above pavement grade at curb line.
RM 37 22.23 Disk set vertically in center of south face of large rock set in second layer of masonry retaining wall on north of railroad tracks, 45.5 feet east of west end of wall, located .75 mile east from the overpass of U.S. Route 1 over tracks and 142 feet east of east edge of Emery Street foot bridge over tracks.
RM 38 15.56 Disk set vertically in southeast side of first concrete pier southeast of Commercial Street, 25.0 feet southeast of centerline of Commercial Street, 39 feet southwest of northeast end of pier, 0.85 mile west from Custom House at State Route 77 bridge over Fore River.
[1]National Geodetic Vertical Datum of 1929
BACK COVE
FORE RIVER
ZONE A2 (EL 10)
ZONE A4 (EL 11)
ZONE C
ZONE V3 (EL 12)
RM 28
RM 29
RM 30
RM 31
RM 32
RM 33
RM 34
RM 35
RM 36
RM 37
RM 38
SITE
THOMPSON POINT
CORPORATE LIMITS
PORTLAND
WOODFORD STREET
CONGRESS STREET
RAILROAD
TERMINAL
AVENUE
STREET
COMMERCIAL STREET
MARGINAL WAY
FRANKLIN ARTERIAL
ADJOINING AREA SHOWN AS INSET A ON PANEL 230051 0016 B
COASTAL BASE FLOOD ELEVATIONS APPLY ONLY LANDWARD OF 0.0 NGVD
KEY
500-Year Flood Boundary
100-Year Flood Boundary
Zone Designations*
100-Year Flood Boundary
500-Year Flood Boundary
Base Flood Elevation Line With Elevation In Feet**
Base Flood Elevation in Feet Where Uniform Within Zone**
Elevation Reference Mark
Zone D Boundary
River Mile
**Referenced to the National
*EXPLANATION OF
ZONE
A
A0
AH
A1-A30
A99
B
C
D
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V1-V30
NOTES
Certain areas not in the special
may be protected by flood con
This map is for flood insurance
poses only; it does not necessa
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contact your insurance agent,
Program, at (800) 638-6620.
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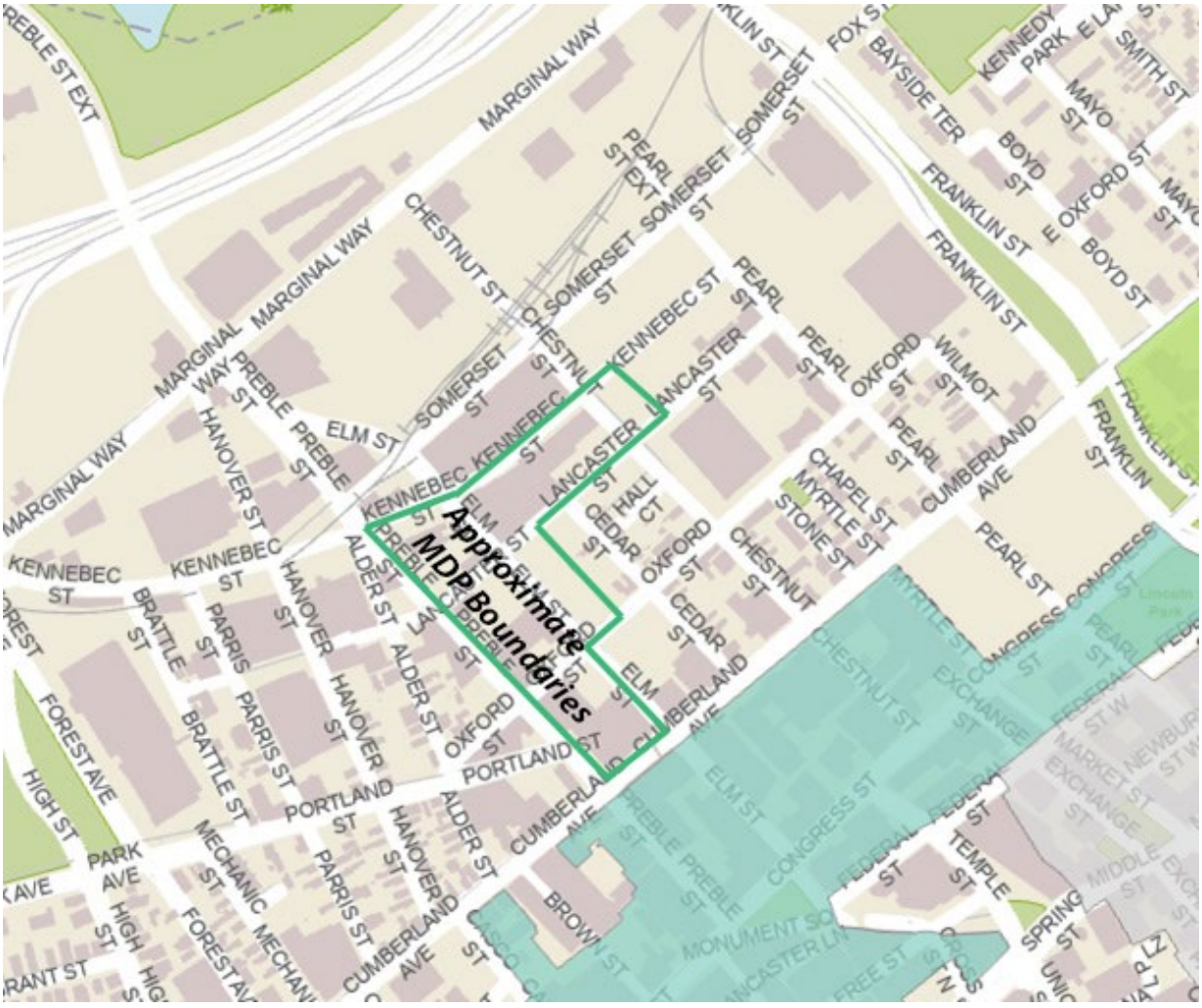
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PO Box 7215
Portland, ME 04112-7215
jlevine@levineplans.com
617-817-0424

View and Historic Features

A study of the designated view corridors, historic resources, and archaeological resources associated with the site.

As a phased project located on the downslope of West Bayside, this project will have minimal impacts on designated view corridors, historic resources, and archaeological resources in the area.



Congress Street Local Historic District (Source: City of Portland)

Historic and Archaeological Features

Congress Street Local Historic District

This Master Development Plan (MDP) is located north of the Congress Street Local Historic District. The new construction components of the MDP are located behind the Public Market garage, approximately 200' north of the district. As shown above, the concept plan locates much of the building height behind the existing Public Market garage. For this reason, the visual impact of these new buildings on the Congress Street LHD will be minimal.

National Register Buildings

The MDP is located just to the south of the Schlotterbeck & Foss Building at 117 Preble Street. That 1927 building, designed by John Calvin Stevens and John Howard Stevens, is on the National Register of Historic Places as maintaining a "high degree of historic integrity":

> *"The Schlotterbeck & Foss Building at 117 Preble Street in Portland, Maine is significant under Criterion A, for Industry on the local level between 1927 and 1966; and under Criterion C, Architecture, as a rare surviving industrial building by Maine's most-noted architect John Calvin Stevens and a rare example of the Art Deco style of architecture in Portland. The less well-known Portland architectural and engineering firm Webster & Libby played an important role in designing the building." (Source: 117 Preble Street National Register of Historic Places Registration Form)*

117 Preble Street has been redeveloped in housing using historic tax credits. Its parking lot is located closest to the proposed MDP, with a slight grade change on the parcel line.



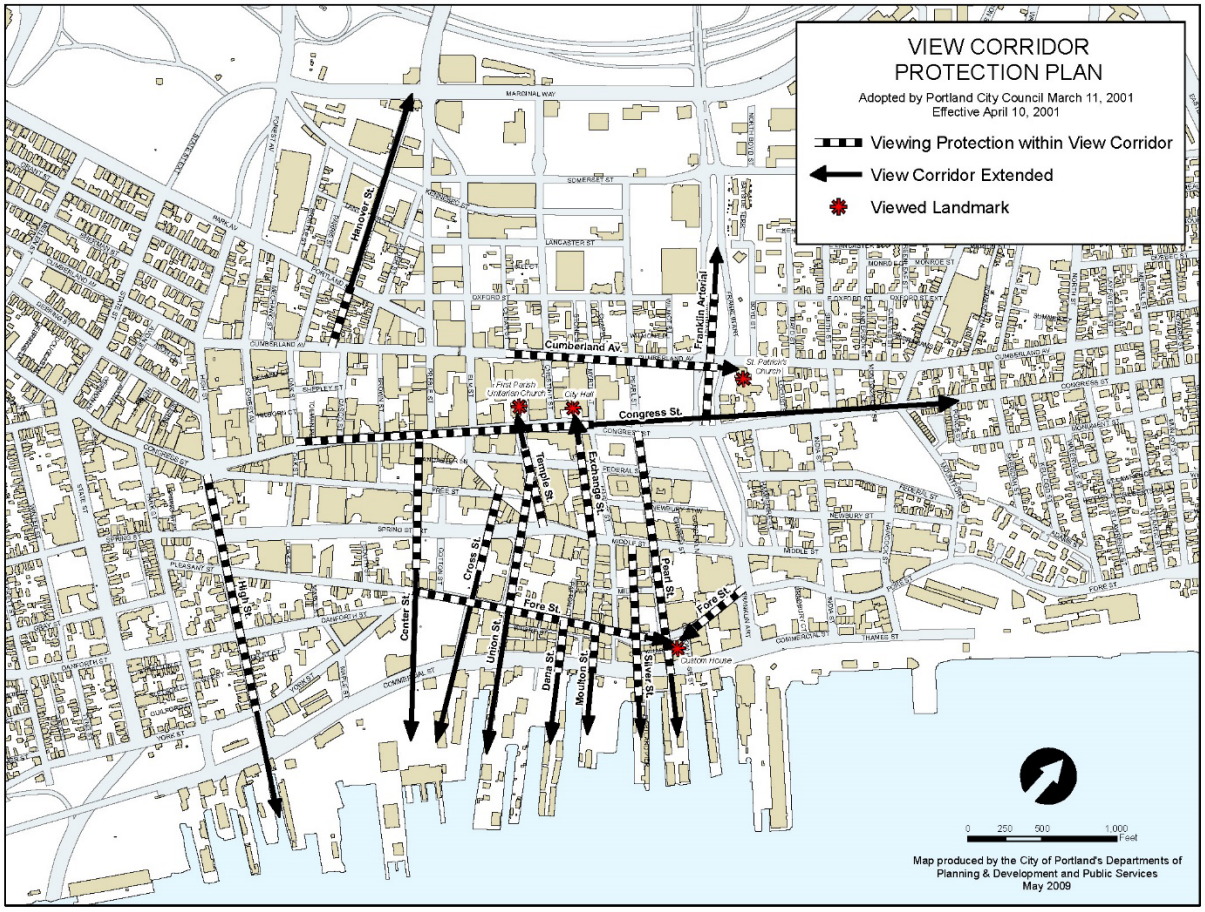
117 Preble Street (Source: National Register of Historic Places Registration Form)

While the development will clearly be visible from 117 Preble, the grade change and existing parking lot should minimize those impacts. In addition, the visual impacts may be positive given the existing condition of many of the current parcels that are included in the MDP.

Designated View Corridors

The City of Portland approved a view corridor protection plan in 2001. While not part of the current Comprehensive Plan, the plan still serves some planning goals. In addition, view corridor protections have been added as parts of zoning language in other parts of Portland, though not near this MDP.

This MDP has no significant impact on any of these view corridors. The closest identified view corridors are on Hanover Street and Franklin Street heading down to the Back Cove. The parcels in this MDP are in between those two corridors and will not impact them.



View Corridor Protection Plan (Source: City of Portland)

Memorandum

To: City of Portland

Date: December 23, 2022

Project #: 55678.00

From: Jennifer Conley, PE, PTOE

Re: West Bayside Redevelopment
Transportation Materials

Introduction

Vanasse Hangen Brustlin, Inc. (VHB) has been requested to provide technical transportation data to support the Master Development Plan for a mixed-use development in Portland, Maine. The project is to be constructed on multiple streets in the West Bayside neighborhood including Preble Street, Elm Street, Lancaster Street, and Oxford Street. The existing space to be developed includes predominately surface lots and a few existing buildings. The proposed development program includes the following components:

- Multi-Family Housing – 603 Dwelling Units
- Affordable Housing – 201 Dwelling Units
- Commercial Space – 28,500 SF

At this point, tenants have not been identified for the retail space, however a mix of tenants similar to the tenant mix at 52 Hanover Street are anticipated. If so, those uses may include:

- 1,500 sf Art Gallery
- 4,500 sf Restaurant and Coffee Shop
- 4,500 sf Bar and Eatery
- 6,500 sf Brewery
- 4,000 sf Fitness Center
- 7,500 sf General Retail

Parking for these land uses is expected use the 595 space Public Market Garage which is now controlled by this developer and largely vacant.

This memorandum has been prepared to summarize the transportation context for the site development area and the expected trip generation of the proposed development. It is important to note that program listed above represents the master development as a whole and that this project is intended to be phased moving forward. VHB will meet with the City of Portland and discuss the findings outlined below for the Master Development Plan.

Existing Conditions

VHB reviewed the existing conditions in the site vicinity including transit, vehicular, bicycle and pedestrian infrastructure and current commuting patterns.

Public Transit

As illustrated in Figure 1 the site is located along several METRO bus stops. Route #8 and H both stop on Preble Street and Elm Street just south of the site. Numerous other METRO bus routes also run along Oxford Street (Routes 2, 4, 5) and Congress Street (1, 2, 5, 8, 9A, 9B) which is a 5-minute walk away.

Roadways

The West Bayside area is just south of I-295 on the Portland peninsula. Major roads adjacent to the site are classified as minor arterial (Preble Street and Elm Street), and major collector (Portland Street and Cumberland Ave). There are also numerous one-way streets intertwined in a grid system around the site. Figure 2 below represents the existing roadway network.

Bicycle and Pedestrians

As illustrated in Figure 3, existing one-way bike lanes are present on Preble Street and Elm Street and two-way bike lanes present on part of Portland Street, and Marginal Way along with the Bayside Trail multi-use path north of the site for both pedestrian and bicyclist users.

As illustrated in Figure 4, pedestrians are well accommodated in this urban environment. Most roadways surrounding the site provide sidewalks on each side of the street and crosswalks at each major intersection.

Past Permitting for this Area

As indicated above, the Public Market parking garage is anticipated to accommodate the vehicles associated with the proposed residential units. The Public Market parking garage was permitted in 1996 to accommodate the parking demand associated with the office development in the immediate area. As such, the trips to the proposed garage were calculated based on the trip generation characteristics of the office space in the area and resulted in 357 evening peak hour trips. The garage is now largely vacant, outside of a few lease agreements, and able to instead accommodate the uses now proposed for the area.

Historic Traffic Volume Data

The existing traffic volume data available in the vicinity of the site was researched. MaineDOT traffic volume data is available for Elm Street, Preble Street and Cumberland Avenue. Data from October 2016 indicates that the evening peak hour traffic volume on Elm Street south of Cumberland Avenue was 498 vehicles. In September 2016, the evening peak hour traffic volume on Preble Street south of Cumberland Avenue was 251 vehicles. The two-way volume on Cumberland Avenue was 820 vehicles in September 2016. These volumes vary inconsistently from the traffic volumes associated with the garage permitting with some higher and some lower. Turning movement count data included in that filing indicated that evening peak hour volumes at those same locations on Elm Street were 396 vehicles, approximately 100 lower than the 2016 data. The 1996 volume on Preble Street was 316 vehicles, approximately 60 vehicles higher than the 2016 data. Cumberland Avenue traffic volumes were 739 vehicles in 1996, approximately 81 vehicles lower than the 2016 data.

Trip Generation of Existing Uses on Redevelopment Properties

The existing properties slated for redevelopment are currently occupied by a mix of land uses. Trip generation estimates for these existing land uses were calculated based on standard Institute of Transportation Engineers' (ITE)

Memorandum

data[1]. The ITE Trip Generation Manual categorizes various land uses and provides weekday daily, weekday morning peak hour, and weekday evening peak hour unadjusted vehicle trip generation estimates for each use. Trip generation estimates for the existing uses were calculated using data published in the ITE Trip Generation Manual based on the metrics and land use codes presented in Table 1.

Table 1 Existing Site Properties ITE Land Use Codes

Land Use Code	***Size***	***Unit***
LUC 221- Multifamily Housing (Mid-Rise)	30	Dwelling units
LUC 538 – Charter School	400	Students
LUC 710 – General Office	148	KSF
LUC 720 – Medical-Dental Office Building	18.1	KSF
LUC 822 - Strip Retail Plaza (<40k)	6.6	KSF
LUC 936 – Coffee/Donut Shop w/o Drive-thru	2.5	KSF

A number of these land uses will be removed as a part of the redevelopment of the area. The following land uses (Table 2) are anticipated to be removed.

Table 2 Existing Site Properties ITE Land Use Codes – to be removed

Land Use Code	***Size***	***Unit***
LUC 710- General Office	4.3	KSF
LUC 720 – Medical-Dental Office Building	14.1	KSF
LUC 822 - Strip Retail Plaza (<40k)	4.2	KSF
LUC 936 – Coffee/Donut Shop w/o Drive-thru	2.5	KSF

The total trips associated with the land uses being removed as a part of the development is 293 morning peak hour trips and 97 evening peak hour trips.

Current West Bayside Commuting Characteristics

With the surrounding urban environment, it is expected that a significant portion of site traffic will use alternative modes of transportation to get to and from the site including walking, biking and using transit. The Portland Plan illustrates information from the American Community Survey (ACS) Five-Year Estimate by Census Tract for the City of Portland. The data includes an estimated percentage of workers living in the Bayside area that use each mode of transportation to travel to work. The mode shares are presented in Table 3.

Table 3 Mode Share Percentages for Work Trips

Mode of Transportation	***Size(%)***
Drove Alone	44%
Public Transit	13%
Walked	43%

Source: ACS 5-Year Estimate by Census Tract: Workers 16 yrs and over

[1] *Trip Generation Manual –11th Edition; Institute of Transportation Engineers; Washington, D.C.; 2017*

Memorandum

Project Trip Generation

The walking, biking, transit and vehicular trips associated with the West Bayside redevelopment were calculated. The trip rates for each land use were determined, mode splits applied, and resulting trips were calculated.

ITE Trip Generation Rates

Trip generation estimates for the Project are based on standard Institute of Transportation Engineers' (ITE) data. The ITE Trip Generation Manual categorizes various land uses and provides weekday daily, weekday morning peak hour, and weekday evening peak hour unadjusted vehicle trip generation estimates for each use. Trip generation estimates for the proposed uses were projected using data published in the ITE Trip Generation Manual based on the metrics and land use codes presented in Table 4.

Table 4 ITE Land Use Code Assumptions – Proposed Site

Land Use Code	*Size*	Unit
LUC 221- Multifamily Housing (Mid-Rise)	603	Dwelling units
LUC 223 – Affordable Housing	201	Dwelling Units
LUC 492 – Health / Fitness Club	4.0	KSF
LUC 822 - Strip Retail Plaza (<40k)	9.0	KSF
LUC 932 - High-Turnover (Sit-Down) Restaurant	15.5	KSF

The unadjusted trips anticipated to be generated by the proposed site were 535 morning peak hour trips and 569 evening peak hour trips. For comparison, the existing land uses that are being removed are estimated to generate 293 morning peak hour trips and 97 evening peak hour unadjusted trips.

Trip Adjustments

As the Project proposes a mixture of uses, the trip generation characteristics of the Project will be different from a single-use project. Some of the traffic to be generated by the Project will be contained among the components of the site as "internal" or "shared vehicle" trips. This concept means that some patrons could visit more than one of the uses on the Project Site. For example, residents who live in the development may also be patrons of the sites retail and restaurant uses. While these shared trips represent new traffic to the individual uses, they would not necessarily register as new vehicle trips on the surrounding roadway network.

As described in the ITE Trip Generation Handbook,[2] "*because of the complementary nature of these land uses, some trips are made among the on-site uses. This capture of trips internal to the Development Site has the net effect of reducing vehicle trip generation between the overall Development Site and the external street system (compared to the total number of trips generated by comparable land uses developed individually on stand-alone sites) an internal capture rate can generally be defined as the percentage of total person trips generated by a site that are made entirely within the Development Site. The trip origin, destination, and travel path are all within the site.*" To be conservative, for this Master Development Plan analysis, only five percent of trips were estimated as internal capture trips between development land uses.

The future mode shares for the Project were developed based on existing travel patterns summarized in Table 3 previously. The project mode shares applied to the project were 44% driving alone, 13% using public transit and 43%

2 Trip Generation Handbook, 3rd Edition, Institute of Transportation Engineers, Washington, D.C., 2017.

walking. At the time of the survey, the bicycle infrastructure in this area was minimal which likely contributed to the lack of bicycle trips. Since that time, bicycle infrastructure has been added to key links and it is anticipated that the City will continue to improve bicycle connections as paving is completed, increasing that mode share. To be conservative, no bicycling trips were included in the calculations.

Adjusted Trip Generation

The mode shares presented in Table 3 were applied to the adjusted vehicle trips for the proposed development to generate the adjusted Redevelopment person trips by mode. The adjusted trips are shown in Table 5 for the proposed site.

Table 5 Trip Generation – Proposed Site

Time Period / Direction	*Transit Trips*	Walk, Bike, Other Trips	Vehicle Trips
Weekday Morning			
Enter	24	81	73
Exit	45	149	135
Total	**69**	**230**	**208**
Weekday Evening			
Enter	44	144	131
Exit	30	100	91
Total	**74**	**244**	**222**

Notes: Trip generation estimates by land use with mode share and internal capture credits applied.

Trip Distribution

To determine the likely travel patterns of trips to the redevelopment area, census journey to work data was reviewed. Based on that data, most of the employees in Portland work in either Portland or point to the north and south along the interstate. The distribution of these Portland resident work trips presented in Table 6. A regional trip distribution graphic is provided in Figure 5. The likely travel patterns to and from the redevelopment area were determined for if the site trips were to follow these same patterns. The local assignment graphic is provided in Figure 6.

Table 6 Distribution Trip Assignments

Route	***Proposed Distribution[1]***
I-295 points north	28%
I-95 points north	7%
26/100 points north/west	9%
302 points north/west	8%
25 points west	2%
I-295 points south	41%
Marginal Way	1%
Casco Bay Bridge points south	3%
High or State streets (local)	1%
Cumberland Ave (local)	1%

1. Trip distribution based on journey to work information sorted by Portland residence.

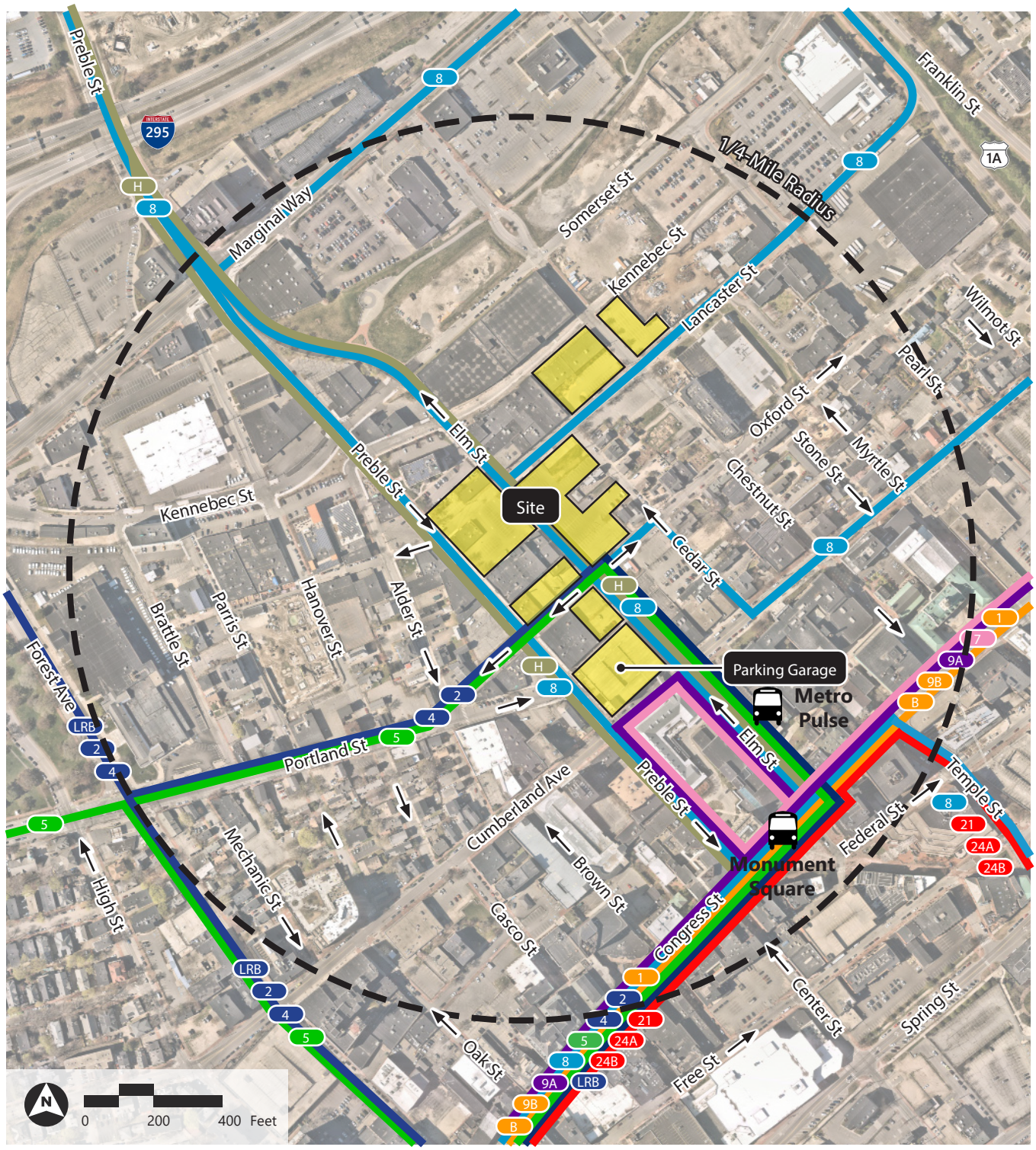
Findings

As shown above, the full redevelopment program as proposed is anticipated to produce 208 vehicle trips (73 entering and 135 exiting) during the morning peak hour and 222 vehicle trips (131 entering and 91 exiting) during the evening peak hour. The site is located in an urban environment, allowing site users to take advantage of alternative modes of transportation to get to and from the site including walking, biking and transit aligning with existing travel characteristics of the site today. The analysis does not account for the existing site uses and trips that would be removed to support the project or the inclusion of trips in the permitting of the garage to support those uses, so this trip generation exercise is conservative as compared to actual net-new trip generation.

The site takes advantage of accessibility to the regional roadway network and many routes both in and out of the site. The memorandum including Figures 5 and 6 suggest that the vehicle trips arriving to and departing the garage would disperse to both the local destination routes or quickly traverse to the regional network (i.e. 295, 95, 302).

Figure 1. Existing Public Transit Services

West Bayside Master Development Plan | Portland, Maine



Source: Nearmap Aerial, Greater Portland Metro

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Figure 2. Existing Street Network

West Bayside Master Development Plan | Portland, Maine

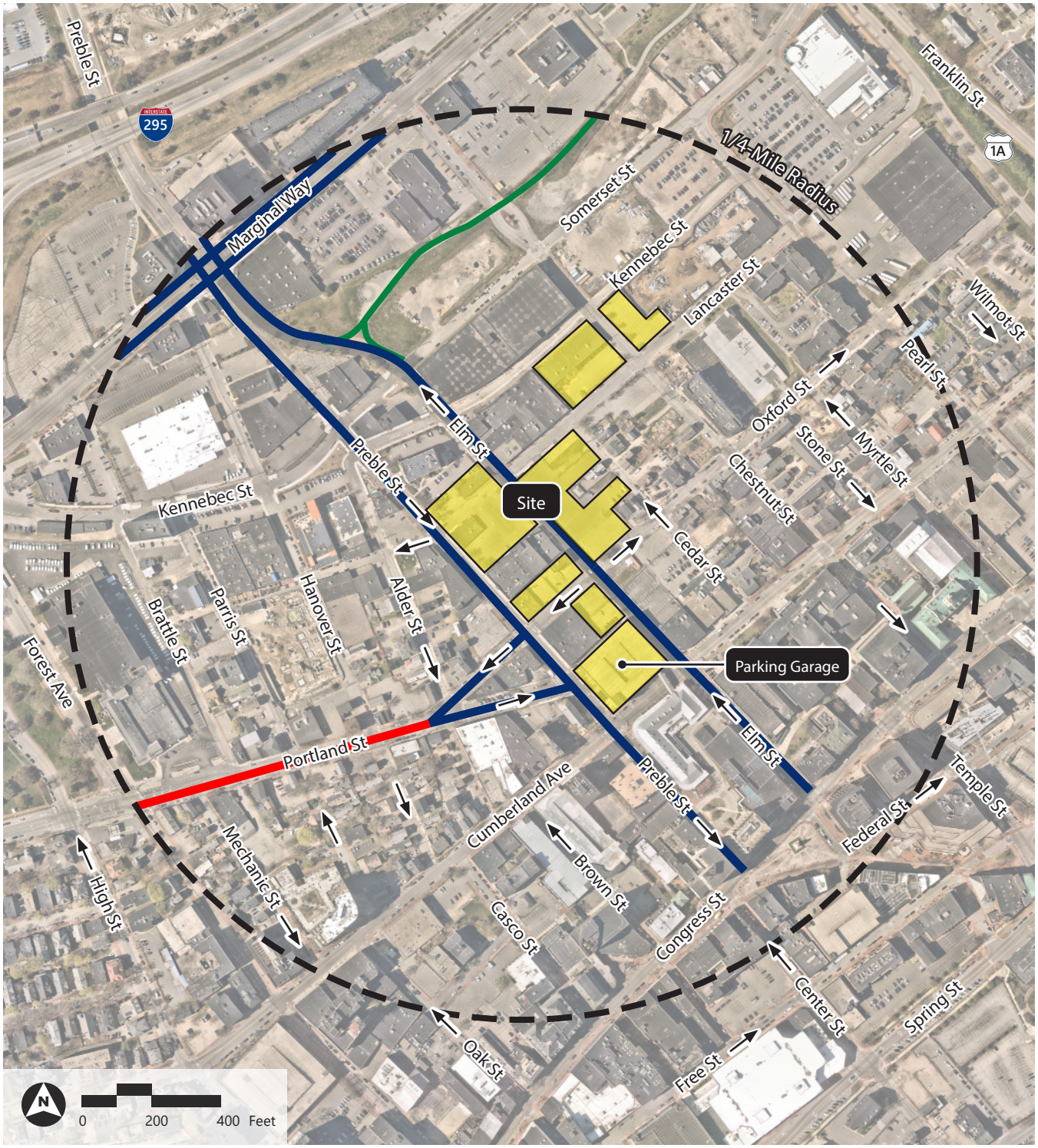


Source: Nearmap Aerial, MaineDOT Public Roads

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Figure 3. Existing Bicycle Network

West Bayside Master Development Plan | Portland, Maine



Source: Nearmap Aerial, City of Portland Bikeway Network Map

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Figure 4. Existing Pedestrian Infrastructure

West Bayside Master Development Plan | Portland, Maine

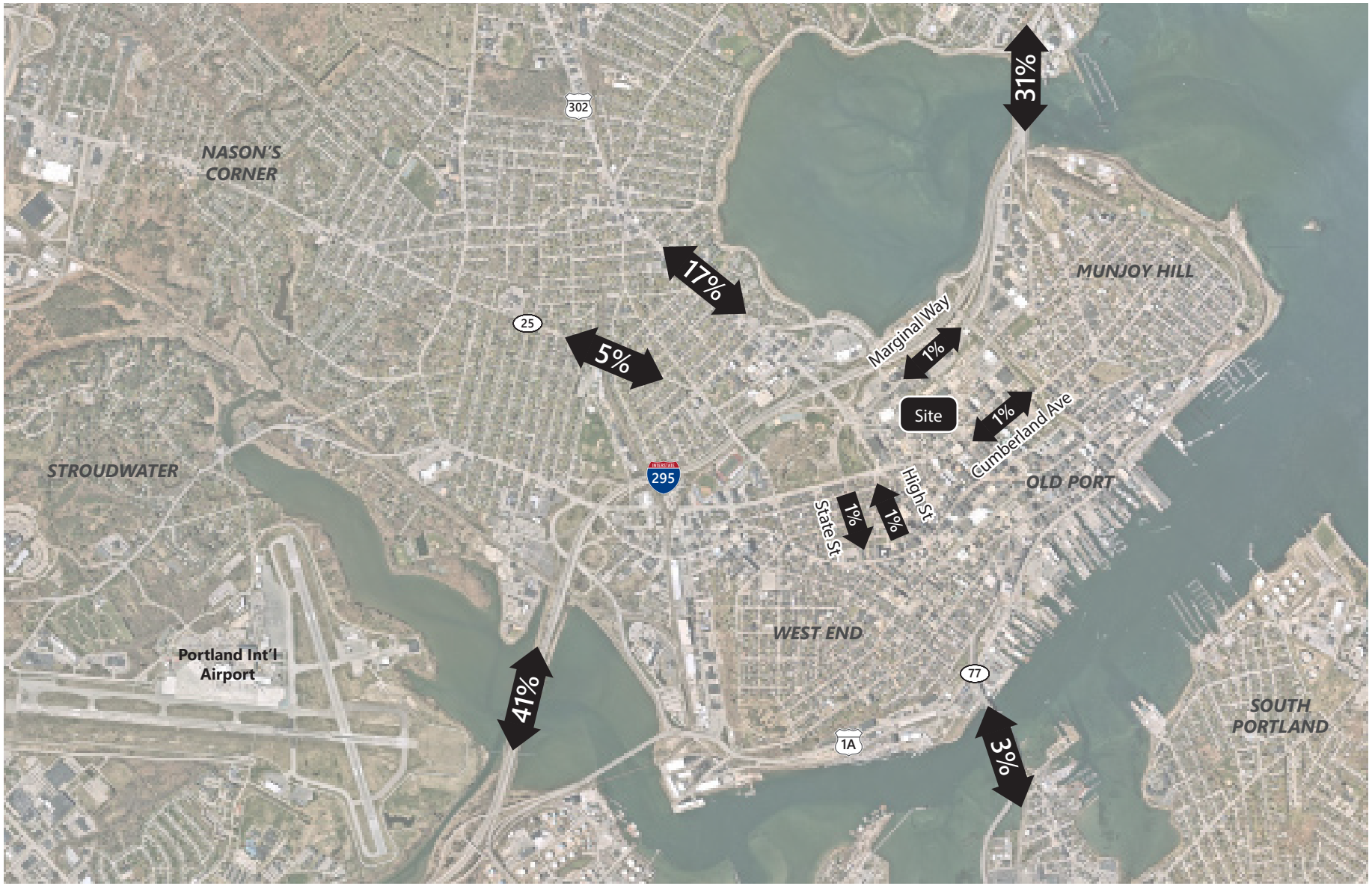


Source: Nearmap Aerial, BTD Bicycle Level of Traffic Stress Map 2022

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Figure 5. Project Traffic Distribution

West Bayside Master Development Plan | Portland, Maine



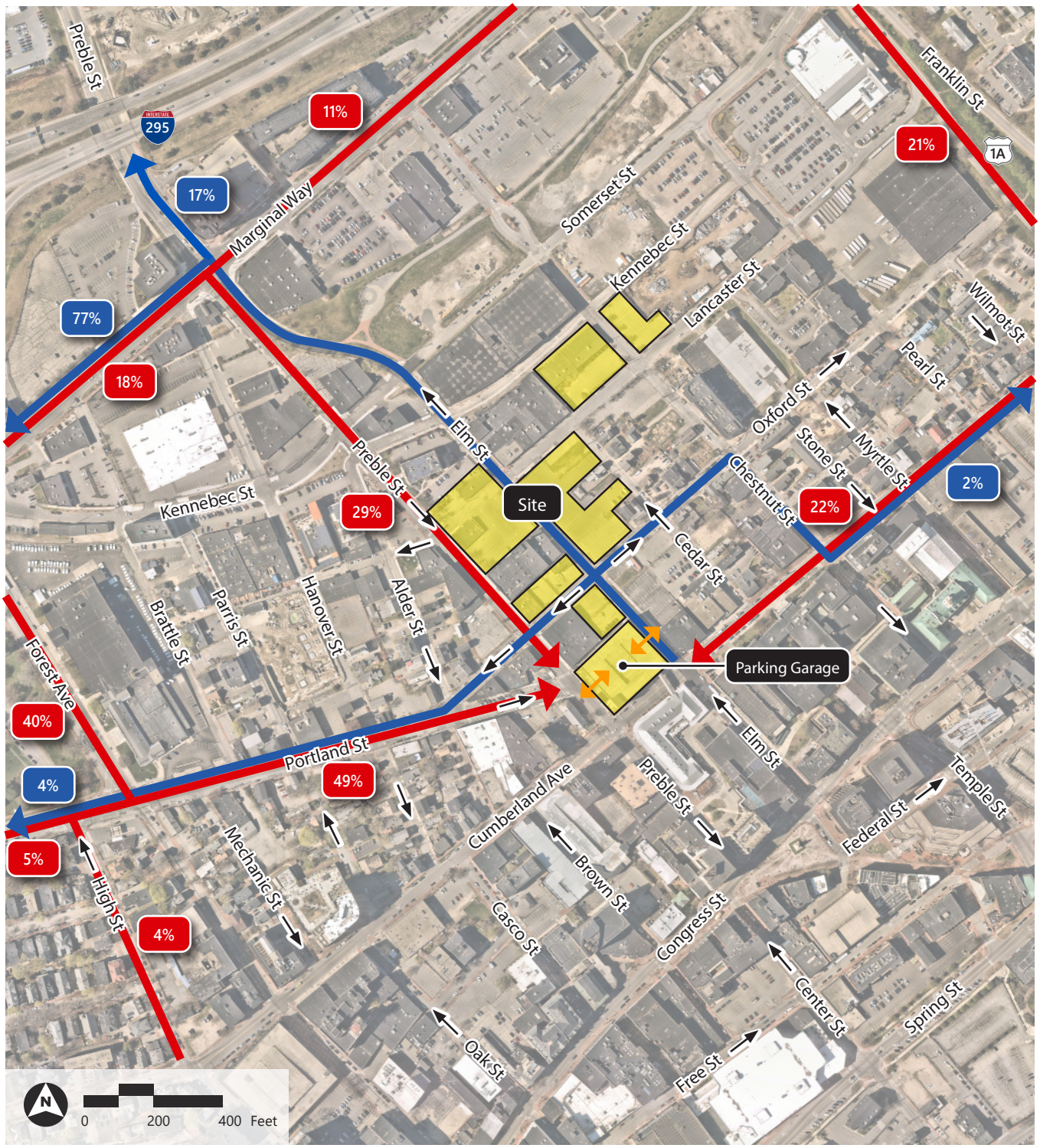
% Project Traffic In/Out

Source: Nearmap Aerial

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Figure 6. Project Traffic Assignment

West Bayside Master Development Plan | Portland, Maine



Source: Nearmap Aerial

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ITE Trip Generation 11th Edition - Existing To Be Replaced

Total Site generated trips (not accounting for internal, pass-by, or diverted trips)

Site Land Uses and Descriptions				AM PK HR OF ADJACENT STREET TRAFFIC										PM PK HR OF ADJACENT STREET TRAFFIC									
				directional dist.		average				regression		# trips			directional dist.		average				regression		# trips		
Code	Land Use	Size	Unit	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r^2	total by Eq'n	Method Chosen	Total Trips	Entering	Exiting	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r^2	total by Eq'n	Method Chosen	Total Trips	Entering	Exiting
710	Medical-Dental Office Building	4.3	1000 SF GFA	88%	12%	221	1.52	0.58	7	0.78	11	Regression	11	10	1	17%	83%	232	1.44	0.60	6	0.77	12	Regression	12	2	10
720	Medical-Dental Office Building	14.1	1000 SF GFA	79%	21%	24	3.10	1.49	44	0.80	41	Average	44	35	9	30%	70%	30	3.93	1.86	55	0.77	54	Average	55	17	39
822	Strip Retail Plaza (<40k)	4.2	1000 SF GFA	60%	40%	5	2.36	0.94	10	0.57	16	Regression	16	10	6	50%	50%	25	6.59	2.94	28	0.56	42	Regression	42	21	21
936	Coffee/Donut Shop w/o Drive	2.5	1000 SF GFA	51%	49%	25	93.08	42.71	233	N/A	N/A	Average	233	119	114												

	total	entering	exiting
AM Peak Hour Total Site Trips:	293	163	130

	total	entering	exiting
PM Peak Hour Total Site Trips:	97	38	60

Existing To Be Replaced

Trip Generation Summary

	Total Peak Hour Site Generated Trips					Net New Trips
Peak Period	Total	Transit	Bike & Pedestrian	Internal Capture	External Vehicles	Total
Weekday Morning		*13%*	*43%*	*5%*		
Enter	163	21	70	8	63	63
Exit	130	17	56	6	50	50
Total	293	38	126	15	113	113
Weekday Evening		13%	43%	*5%*		
Enter	38	5	16	2	14	14
Exit	60	8	26	3	23	23
Total	97	13	42	5	37	37

ITE Trip Generation 11th Edition - Proposed

Total Site generated trips (not accounting for internal, pass-by, or diverted trips)

Site Land Uses and Descriptions				AM PK HR OF ADJACENT STREET TRAFFIC												PM PK HR OF ADJACENT STREET TRAFFIC											
				directional dist.		average				regression		# trips				directional dist.		average				regression		# trips			
Code	Land Use	Size	Unit	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r^2	total by Eq'n	Method Chosen	Total Trips	Entering	Exiting	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r^2	total by Eq'n	Method Chosen	Total Trips	Entering	Exiting
221	Multifamily Housing (Mid-Rise)	603	Dwelling Units	23%	77%	30	0.37	0.09	223	0.91	254	Regression	254	58	196	61%	39%	31	0.39	0.08	235	0.91	236	Regression	236	144	92
223	Affordable Housing	201	Dwelling Units	29%	71%	7	0.50	0.39	101	0.73	91	Average	101	29	72	59%	41%	8	0.46	0.28	92	0.67	86	Average	92	54	38
492	Health/Fitness Club	4	1000 SF GFA	51%	49%	6	1.31	0.64	5	N/A	N/A	Average	5	3	2	57%	43%	8	3.45	1.57	14	0.67	29	Regression	29	17	12
822	Strip Retail Plaza (<40k)	9	1000 SF GFA	60%	40%	5	2.36	0.94	21	0.57	27	Regression	27	16	11	50%	50%	25	6.59	2.94	59	0.56	72	Regression	72	36	36
932	High-Turnover (Sit-Down)	15.5	1000 SF GFA	55%	45%	37	9.57	11.61	148	N/A	N/A	Average	148	81	67	61%	39%	104	9.05	6.18	140	N/A	N/A	Average	140	85	55

Based on ITE 11th Edition

Brewery is included in LUC 932

	total	entering	exiting
AM Peak Hour Total Site Trips:	535	188	347

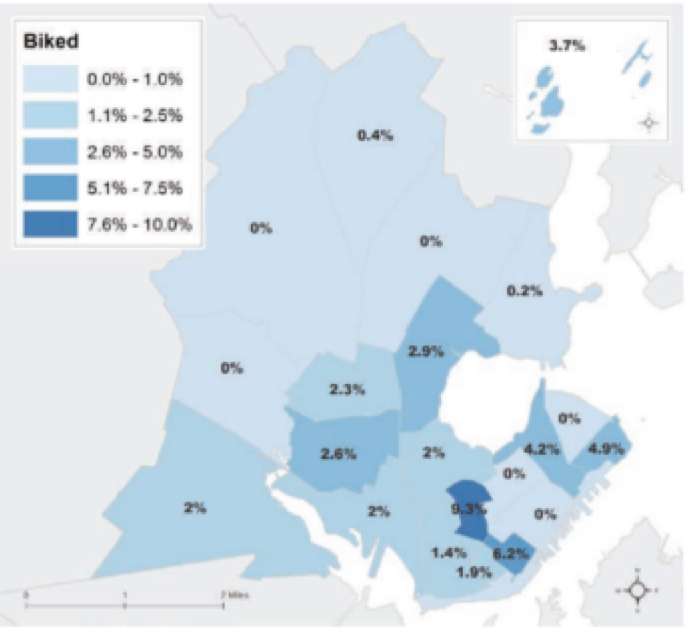
	total	entering	exiting
PM Peak Hour Total Site Trips:	569	336	233

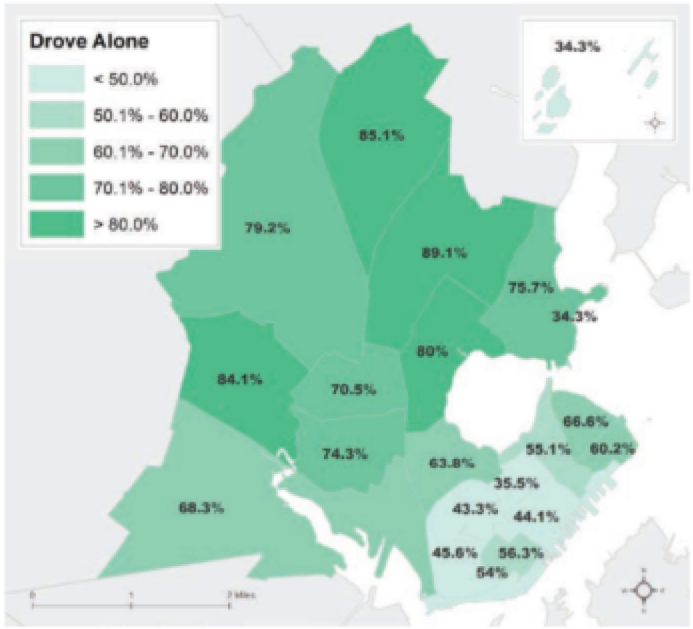
Proposed

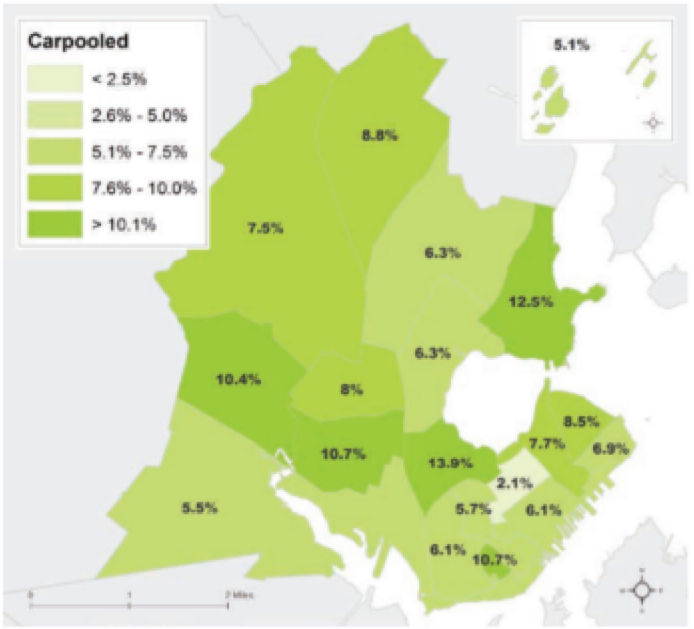
Trip Generation Summary

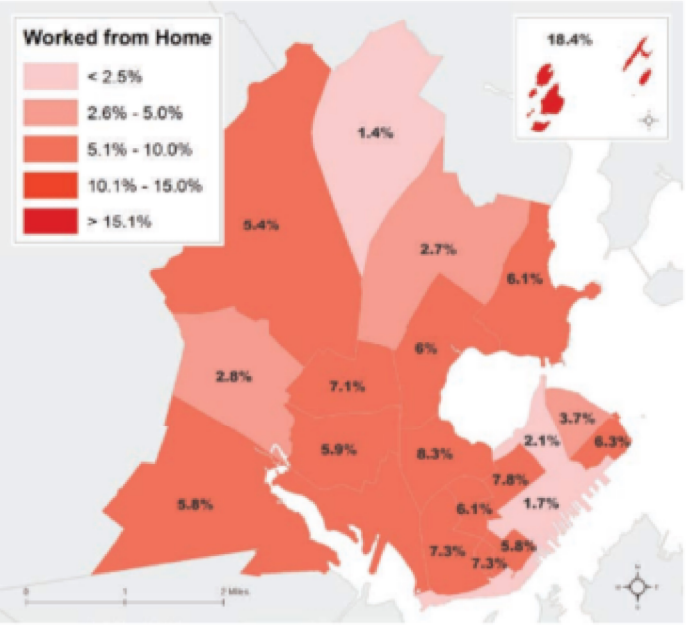
Peak Period	Total Peak Hour Site Generated Trips					Existing Trip Generation Total	Net New Trips Total
	Total	Transit	Bike & Pedestrian	Internal Capture	External Vehicles		
Weekday Morning		*13%*	*43%*	*5%*			
Enter	188	24	81	9	73	63	10
Exit	347	45	149	17	135	50	85
Total	535	70	230	27	208	113	95
Weekday Evening		13%	43%	*5%*			
Enter	336	44	144	17	131	14	117
Exit	233	30	100	12	91	23	67
Total	569	74	245	28	222	37	184

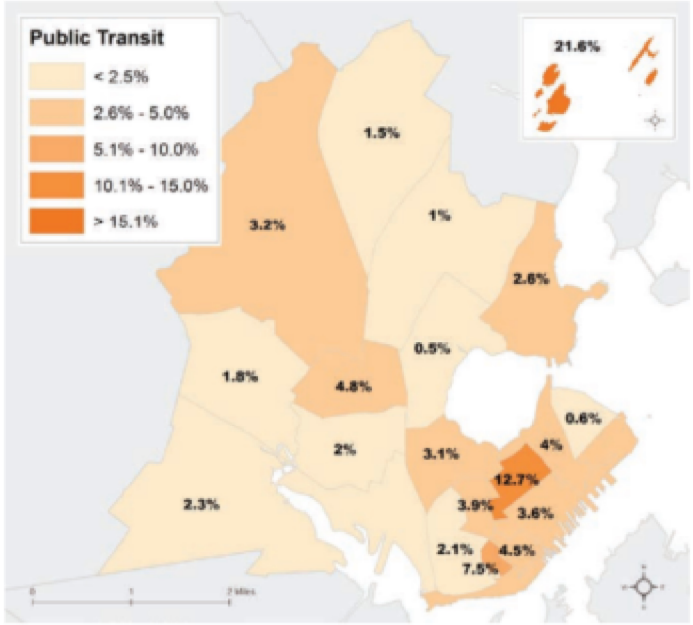
Means of Transportation to Work (2010 - 2014)

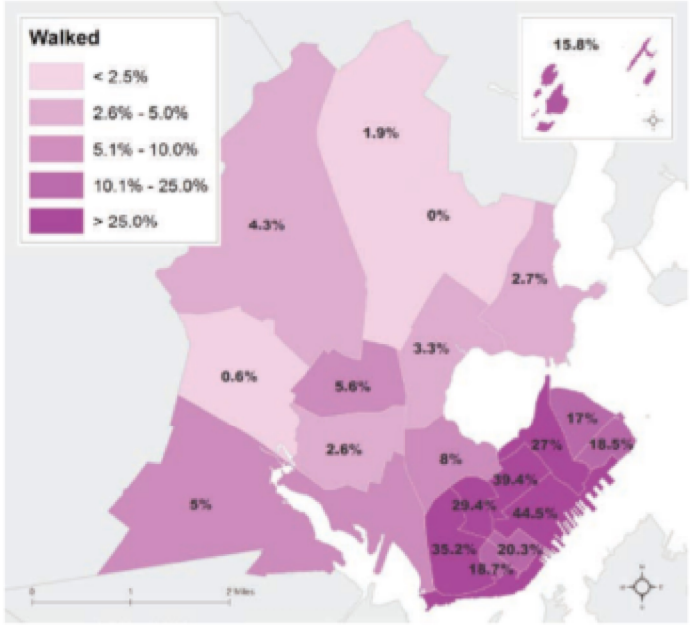












Source: ACS 5-Year Estimate by Census Tract: Workers 16 yrs and over

ATTACHMENT D-1

Traffic Impact Study

MONUMENT SQUARE ASSOCIATES PARKING GARAGE

CUMBERLAND STREET @ PREBLE & ELM STREETS ■ Portland, Maine

Prepared for

Criterium-Mooney Engineers

Portland, Maine

ete EATON TRAFFIC ENGINEERING

Brunswick, Maine

April 1996

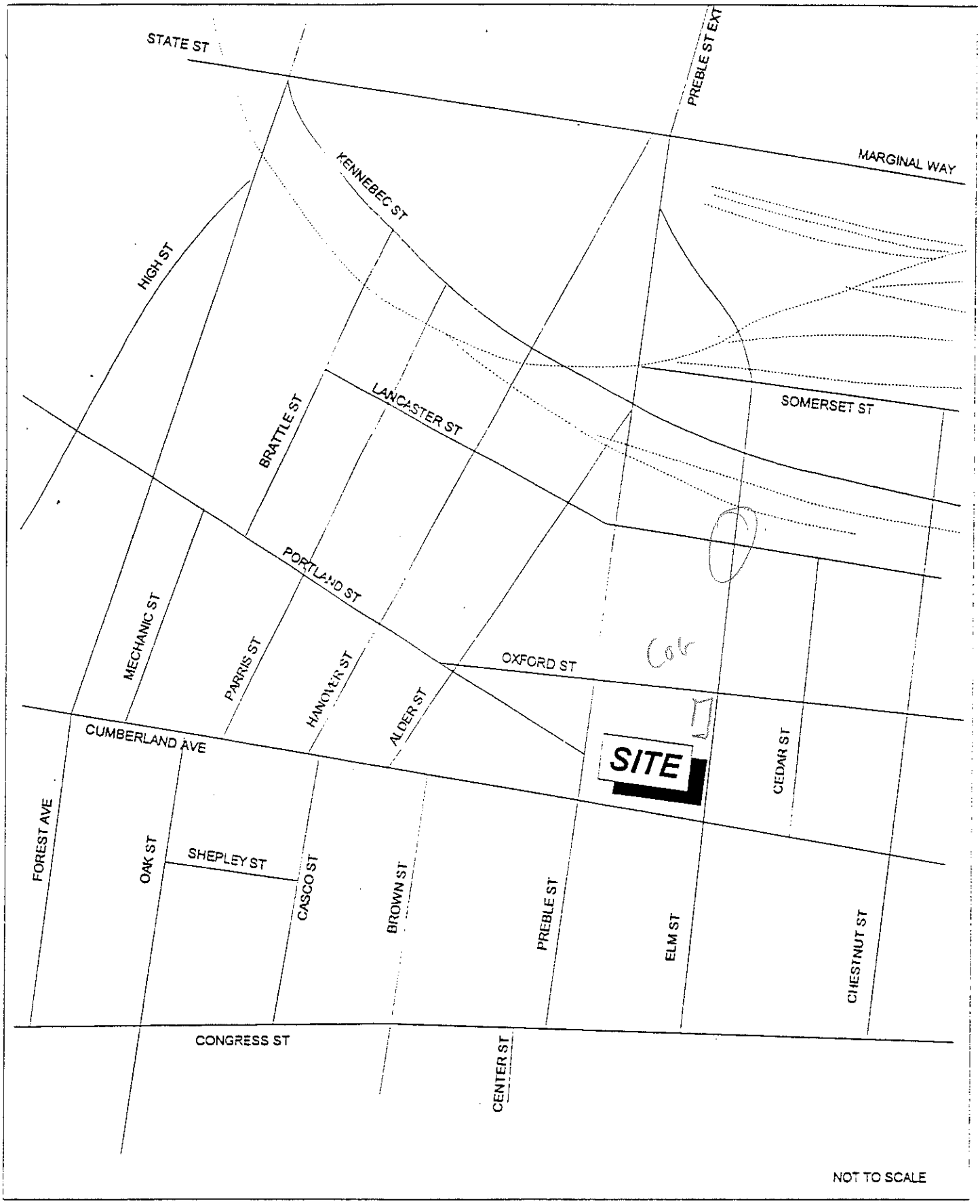
MONUMENT SQUARE ASSOCIATES PARKING GARAGE
Portland, Maine
Traffic Impact Study

Introduction

Monument Square Associates proposes to construct a 648± space parking garage on the north side of Cumberland Street between Preble and Elm Streets (see Figure 1 on the following page). Proposed access to the facility will be provided via two-way access drives on both Preble and Elm Streets. The access points will be located at the northerly end of the property, and are constrained to these points due to structural column spacing and the circulation plan for the garage. The Preble Street access drive is essentially aligned with Portland Street.

The construction of the parking garage will replace existing buildings along Cumberland Street and a surface parking lot (Seroco Parking). To serve drop-off and pick-up activities associated with the garage, two on-street parking spaces are proposed on the east side of Preble Street south of the Preble Street entrance to the garage. On-street parking currently is allowed on the west side of Preble Street north of the Preble Street/ Portland Street intersection. Of the 648 ± spaces planned for this garage, approximately 498 are expected to be leased spaces to serve employees in the immediate area. The remaining 150 spaces are to be "live" parking, available to the general public.

The purpose of this traffic impact study is to assess the impact of additional traffic associated with the increase in parking supply at the site. Clearly this parking is primarily intended to support the occupancy of existing vacant office and retail space in the immediate area. Accordingly, parking/traffic demand will be based upon increased employment in the area, less the traffic already associated with the existing surface parking lot. Discussions with the City Traffic Engineer and Deputy Public Works Director indicated that this was a reasonable approach to the study, and that the study should focus analysis on the intersections of Cumberland Street @ Preble Street, Cumberland Street @ Elm Street, and Preble Street @ Marginal Way. In addition, City staff indicated a concern with the Preble Street garage access being located at the Preble/ Portland Streets intersection, and tentatively indicated that through movements between Portland Street and the Preble Street garage access may need to be prohibited through use of a properly designed median island on Portland Street @ Preble Street.



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Figure 1
SITE LOCATION

MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE

Subsequent review of the accident history at this location, discussed more fully in the **Safety** section of this report, indicates that there is currently no safety problem associated with vehicle movements between Portland Street and the existing surface parking lot. Accordingly, this study will proceed on the basis that such movements could be safely allowed to continue, which, in addition to providing flexibility and convenience to garage users, also should help disperse traffic entering and exiting the facility.

Existing AM and PM Peak Hour Traffic

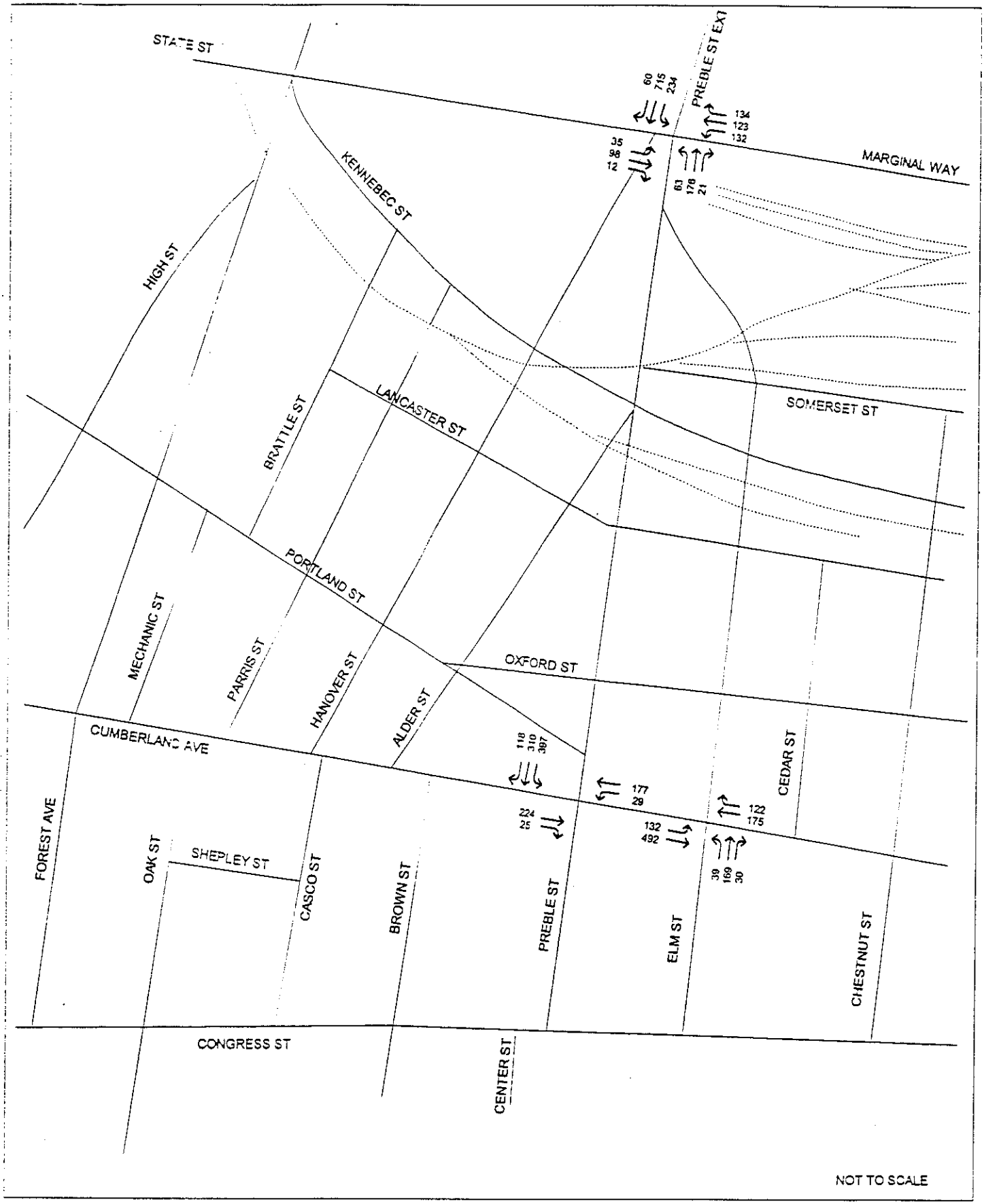
Manual turning movement counts were performed for the periods 6:00 - 9:00 AM and 3:00 - 6:00 PM during February 1996 for the following locations:

- Cumberland @ Preble
- Cumberland @ Elm
- Preble @ Marginal Way
- Preble @ Portland/Existing Seroco Parking Lot

Figures 2 and 3 on the following pages present the AM and PM peak hour traffic volumes for the first three locations noted above respectively. Figure 4 presents AM and PM traffic volumes at the Portland/Preble/Seroco Lot intersection, and includes information on the pattern of traffic entering and exiting the existing Seroco Lot, which can be used to assist in assigning access routes for the proposed facility. As can be seen in Figure 4, the Portland Street access pattern serves a significant proportion of traffic to/from the existing surface lot, with 40 percent of the vehicles entering from this route in the AM peak hour, and 55 percent exiting via this route during the PM peak hour.

Projected 1996 AM and PM Design Hour Traffic Volumes

Typically, traffic volumes vary seasonally, with the highest volumes occurring during the summer months of July and August. Traffic impact analysis generally evaluates peak traffic flows for the seasonal high (usually referred to as the "design hour"), thus it was necessary to "adjust" the February AM and PM peak hour traffic volumes shown in Figures 2 and 3 to reflect summer conditions. Factors provided by MDOT, based upon their statewide continuous traffic

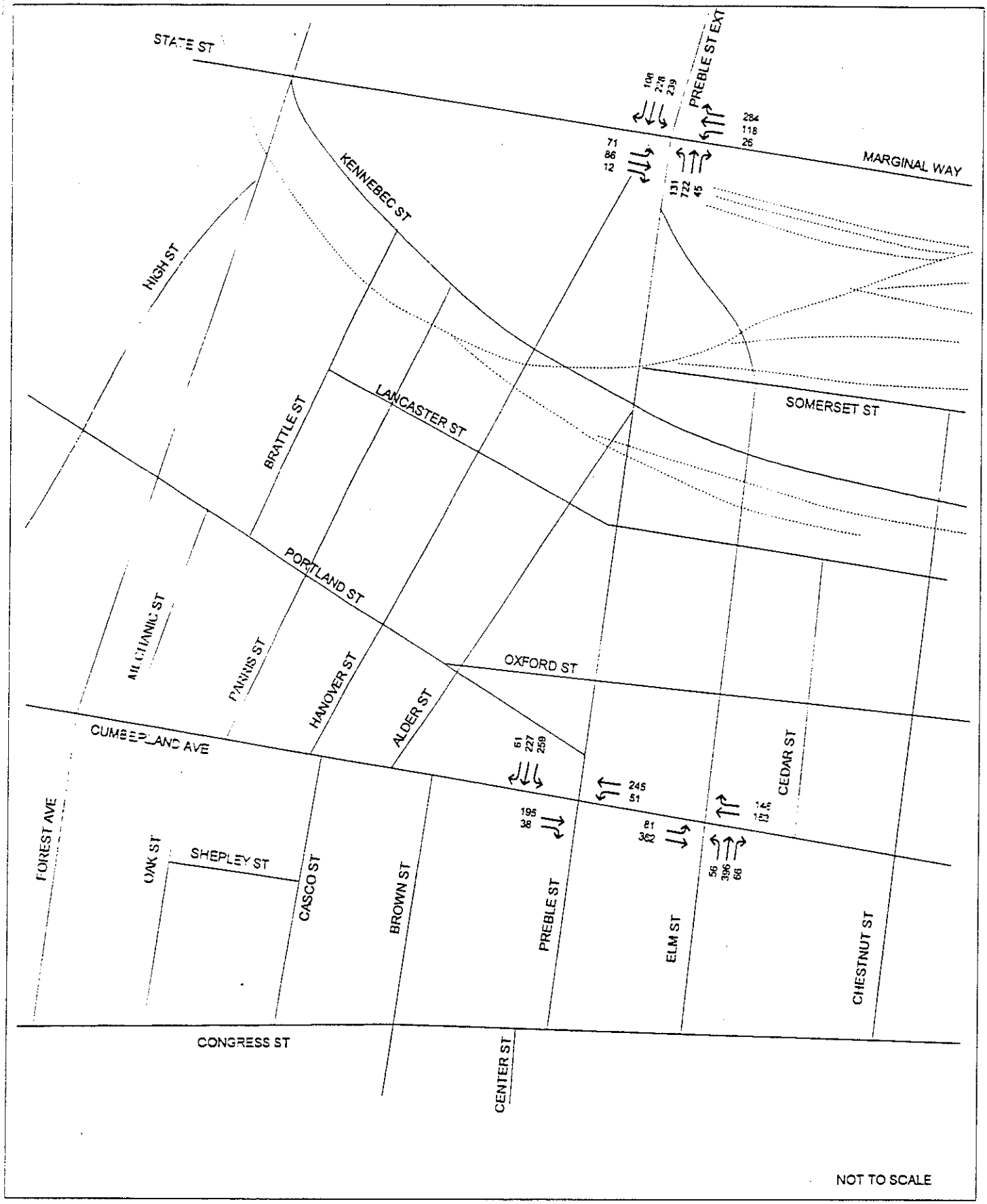


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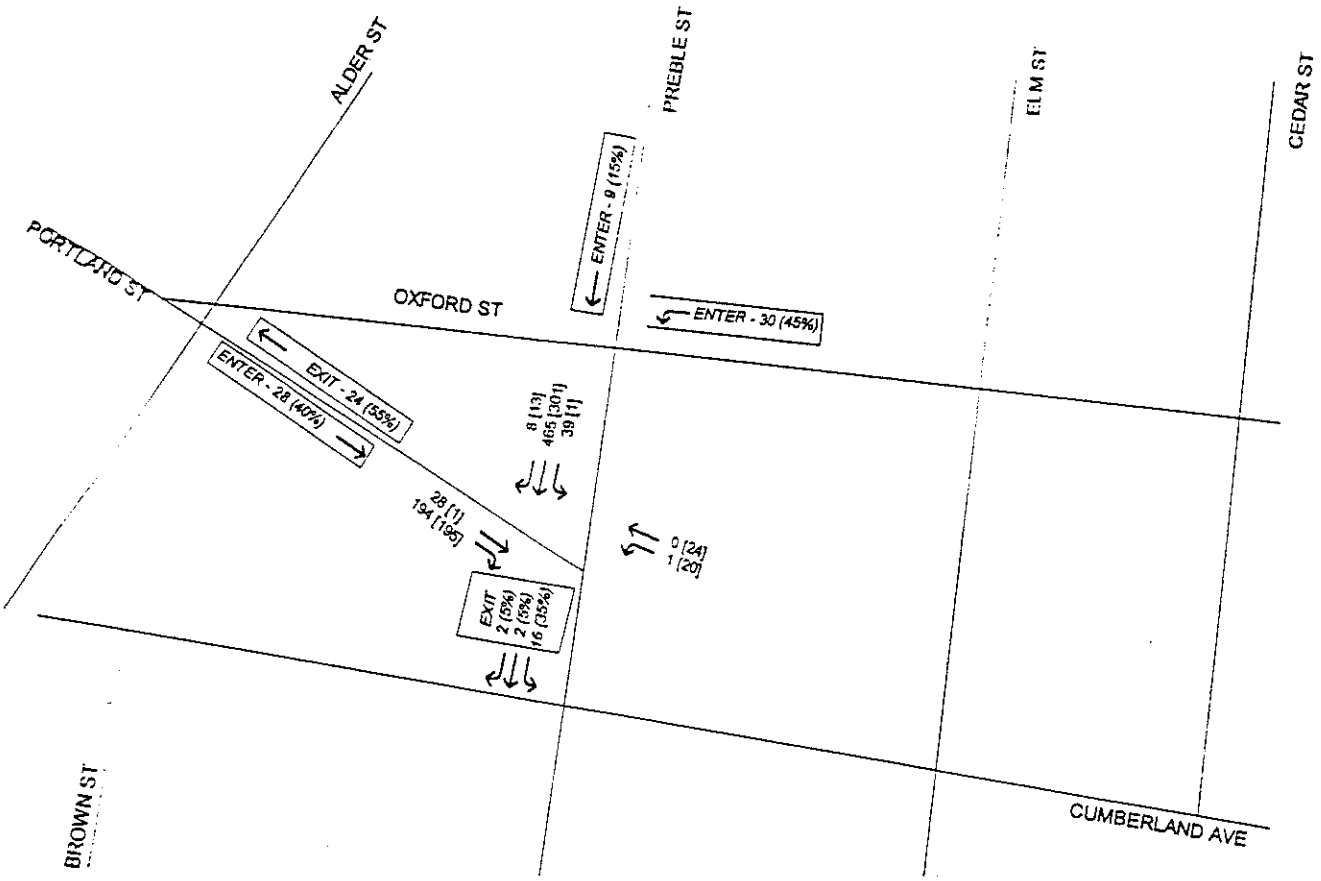
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Figure 2
1996 AM PEAK HOUR TRAFFIC - FEBRUARY 1996

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eaton traffic engineering 2 Monroe St. - Brunswick, Maine (207) 725-8805 Fax (207) 725-8775	Figure 3 1996 PM PEAK HOUR TRAFFIC - FEBRUARY 1996 *MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE*



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2 Mineola St. - Brunswick, Maine
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Figure 4
AM & PM PEAK HOUR TRAFFIC TO/FROM EXISTING SURFACE PARKING LOT

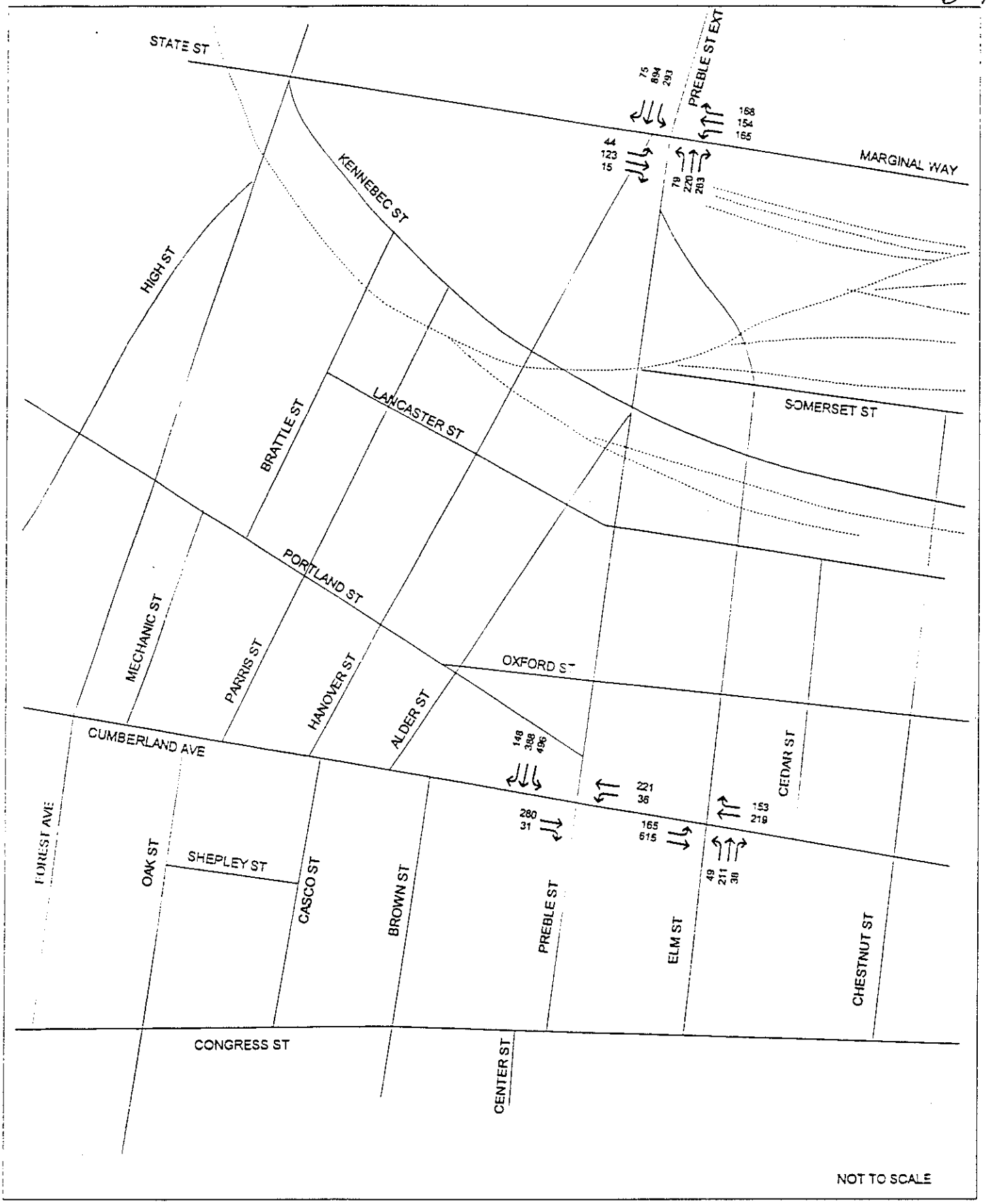
MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE

counting program, indicate that the February traffic volumes collected for this study would have to be increased by 25± percent to reflect peak seasonal volumes. Because the area of Portland in the vicinity of the proposed garage is not particularly likely to be travelled by tourists (one of the key factors in higher summer traffic), this level of increase is likely to result in traffic volumes higher than will actually be experienced; however, to provide a conservative assessment of potential impacts, the February AM and PM peak hour traffic volumes were increased by 25± percent to estimate AM and PM design hour volumes. In addition to the seasonal adjustment. the projected PM peak hour traffic volumes also incorporate the PM peak hour traffic associated with the proposed Maine Bank and Trust project (addition of drive through teller and ATM facilities) on the corner of Preble Street and Congress Street (it was assumed that this project would have little if any impact on AM peak hour traffic). Figures 5 and 6 present the estimated AM and PM design hour traffic volumes for the pre-development condition.

Site Generated AM and PM Peak Hour Traffic Volumes

The development of estimated AM and PM peak hour traffic associated with the proposed parking garage was accomplished using trip rates for the land uses to be served by the facility, combined with observation of the existing surface lot and its entering and exiting characteristics. Site generated peak hour traffic was first estimated using the statistics contained in the publication Trip Generation - Fifth Edition[1]. For the AM peak hour (typically 7:00 - 8:00 AM) it was assumed that the traffic to/from the garage would be restricted to the 498 spaces to be leased to employees in the area. Retail and other service related trips to the facility was assumed to be insignificant during the AM peak hour. The 498 leased spaces would support approximately 200,000 square feet of office type use at a parking demand rate of 2.5 spaces per 1000 square feet of office floor area. This translates into estimated AM peak hour traffic generation (for ITE Land Use Code 710 - General Office Building) of 327 trips - 291 entering and 36 exiting. The existing surface parking lot (all leased spaces) evidenced only one vehicle exiting the lot during the AM peak hour, and it is considered unlikely that any significant exiting parking would occur at the proposed garage. The exiting trips reflected in the ITE trip generation estimate may well represent drop-off trips or employees leaving for early

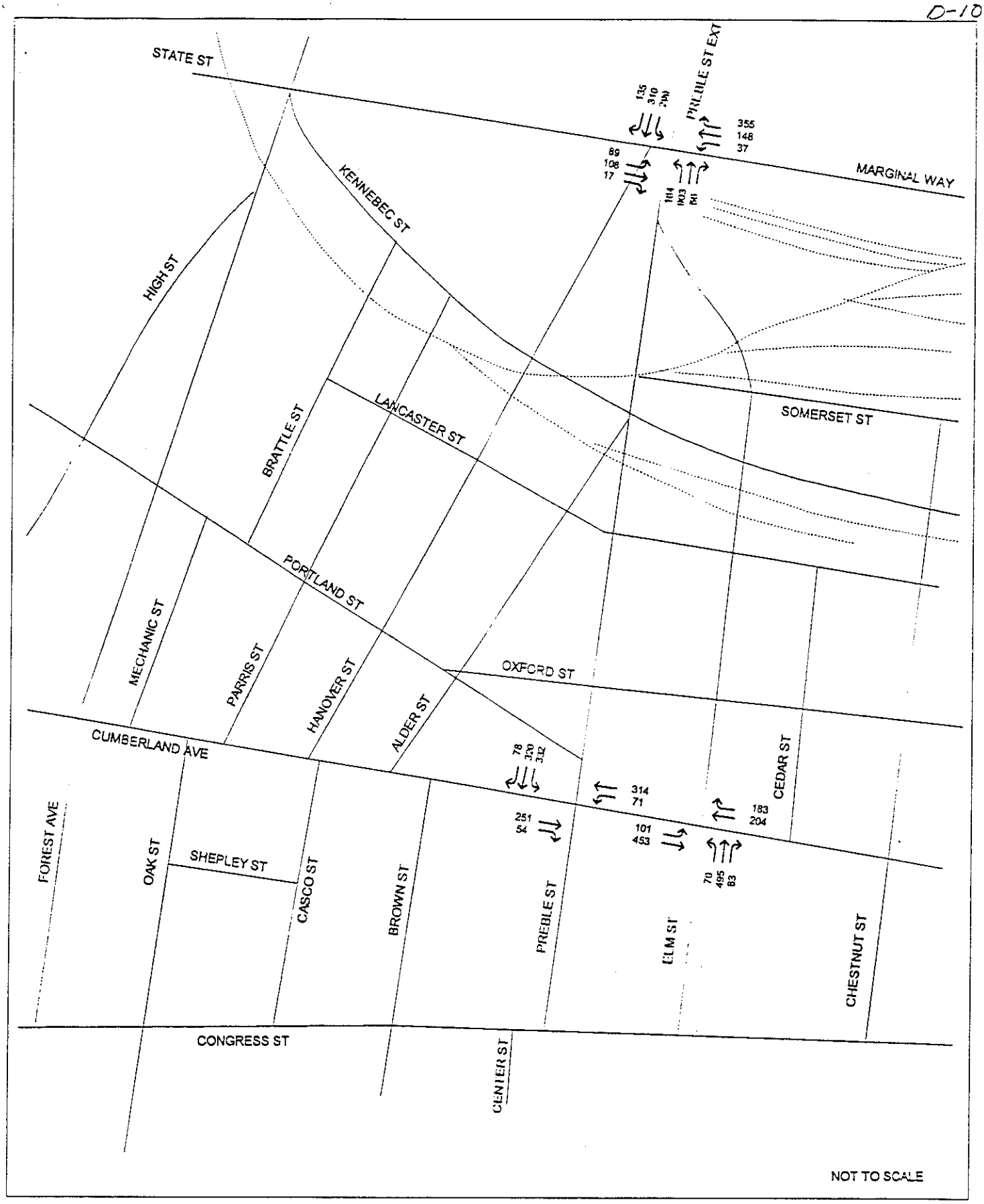
[1] Institute of Transportation Engineers, 1991 and February 1995 Update



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Figure 5
ESTIMATED AM PEAK HOUR TRAFFIC - PRE-DEVELOPMENT

MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE



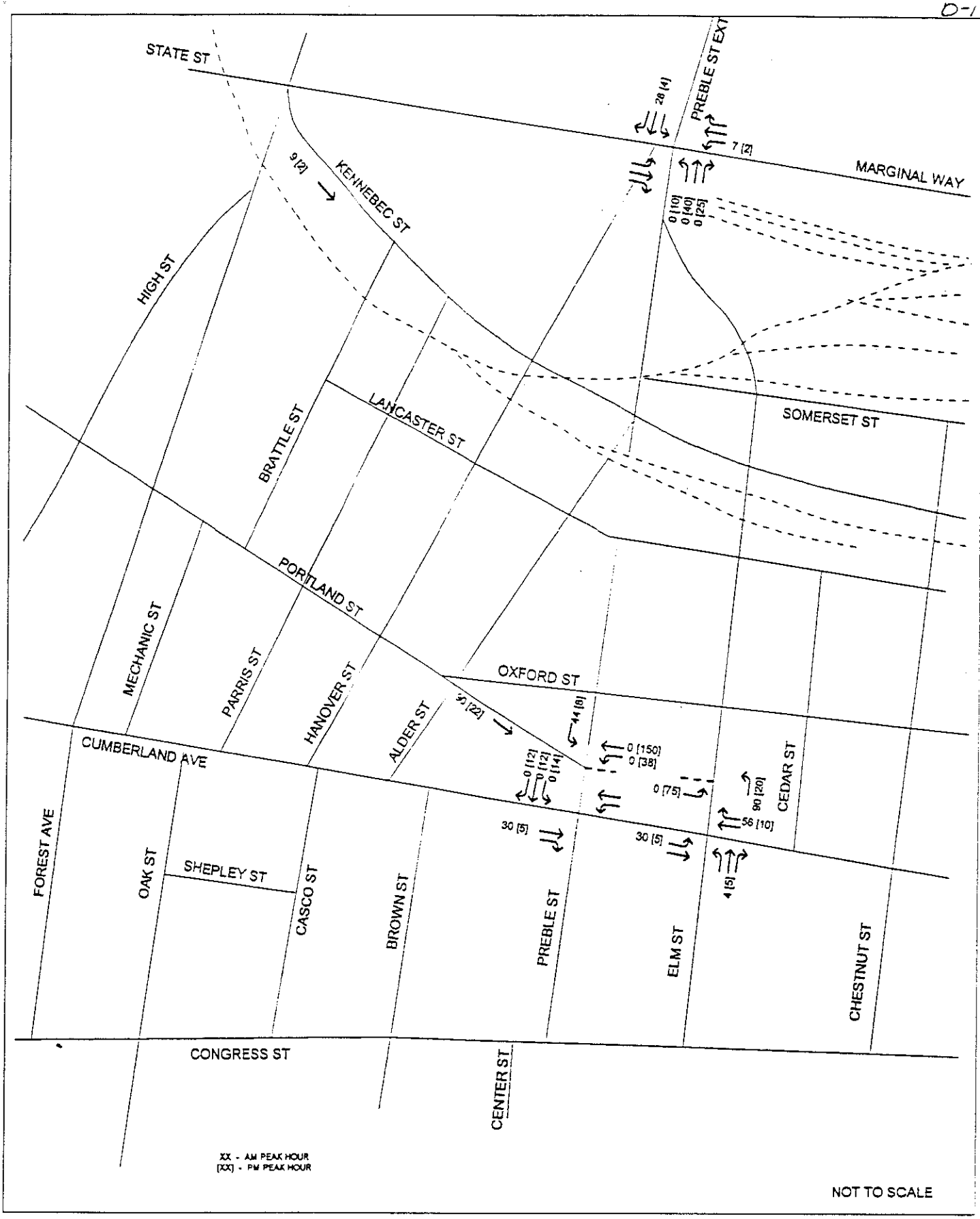
eaton TRAFFIC ENGINEERING 2 Mimeres St. - Brunswick, Maine (207) 725-8605 Fax (207) 725-8773	Figure 6 ESTIMATED 1996 PM PEAK HOUR TRAFFIC - PRE-DEVELOPMENT
	MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE

appointments. These would generally not be significant for the proposed facility, thus AM peak hour traffic generation for the facility is estimated at 219± trips entering.

For the PM peak hour, all 648 spaces would be in use for trips associated with office and retail/service land uses in the area. For this analysis it was assumed that the ITE rate for general office buildings would apply again to the 498 leased spaces, and a generic retail/service rate based upon typical land uses in the ITE manual would be applied for the 150 live parking spaces. The office component of the PM peak hour (200,000 square feet) is projected to generate 310 trips - 53 entering and 257 exiting. Again, assuming the entering proportion would not apply for leased parking, the office component would generate 257 trips exiting the facility. For the retail/service component of demand, an average parking demand of 3.00 spaces per 1000 square feet of floor area would indicate that the 150 live spaces serve approximately 50,000 square feet of floor area. A review of a number of retail/service land uses contained in the ITE manual was conducted. Based upon this review, a generic average rate of 2 trips per 1000 square feet of floor area was used to estimate PM peak hour traffic generation of 100 trips - 50 entering and 50 exiting. This yields estimated PM peak hour traffic generation of 357± trips, 50 entering and 307 exiting.

In reviewing the trip generation estimates above and comparing them to the existing surface parking lot, the projected AM peak hour compares quite well with existing patterns of arrival, with about 60 percent of the capacity of each facility arriving during the AM peak hour. For the PM peak hour, the existing lot indicates a much less pronounced rate of departure, with approximately 40 percent of capacity departing during the PM peak hour. The projected PM peak hour based upon all 648 spaces and ITE office and retail/service trip rates would empty over 55 percent of the capacity of the proposed garage. While this estimate may be somewhat high, it will be carried through the analysis to provide a conservative measure of impacts during the PM peak hour.

Projected site generated AM and PM peak hour traffic was assigned to the roadway system in the vicinity of the proposed garage on the basis of the general arrival/departure patterns for the existing surface lot, as depicted in Figure 4. Figure 7 presents the net new traffic generated to the proposed facility (i.e. traffic to the existing surface lot is not included).



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Figure 7
ESTIMATED NET AM & PM PEAK HOUR SITE GENERATED TRAFFIC VOLUMES

MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE

Operational Assessment of Pre- and Post-Development Conditions

Projected post-development AM and PM peak hour traffic volumes were estimated by combining pre-development volumes with net site generated traffic. Figures 8, 9, and 10 present these projections.

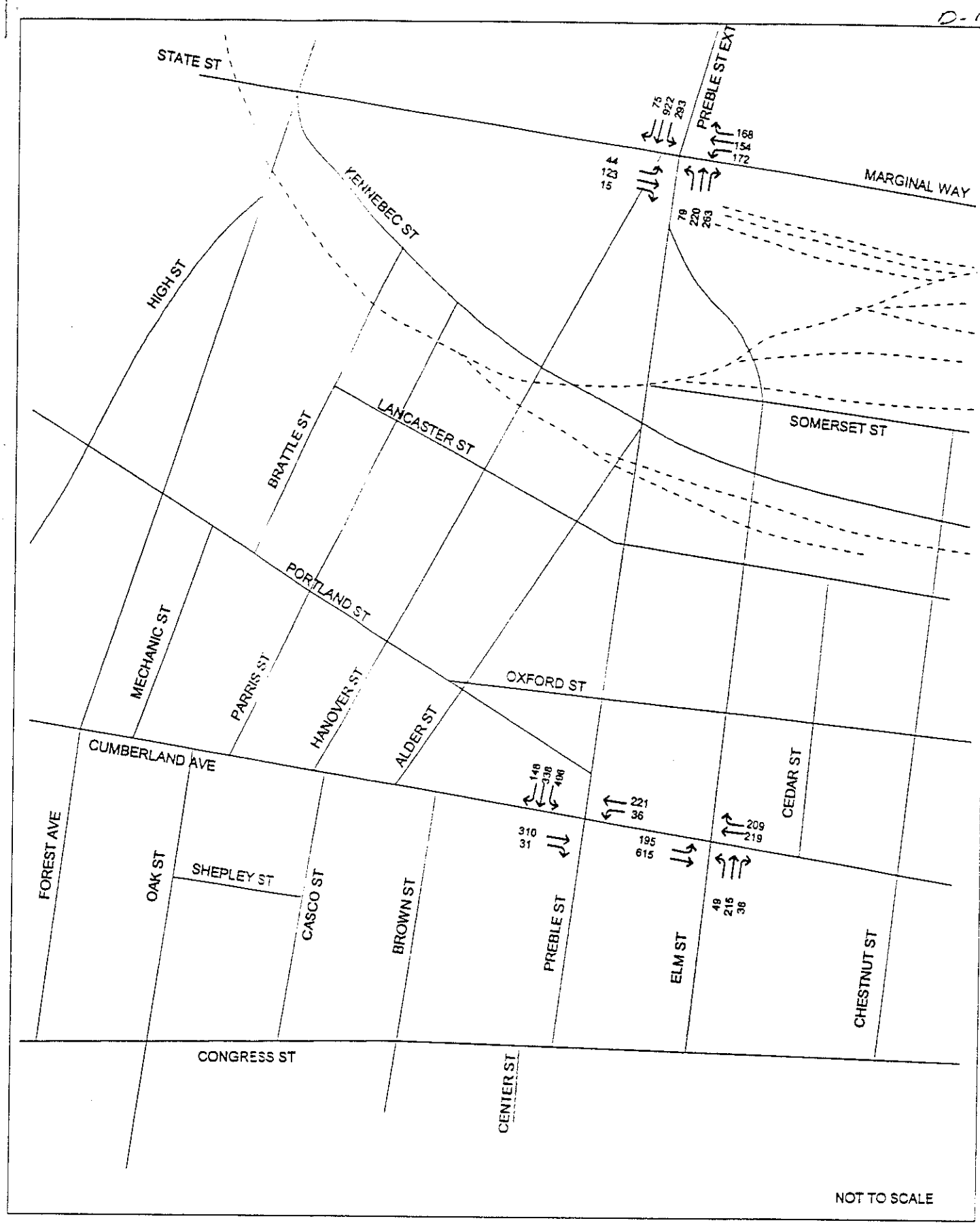
Capacity analysis was performed for the 1996 pre- and post-development PM peak hour condition for the study area signalized (Cumberland @ Preble, Cumberland @ Elm, Preble @ Marginal Way) and unsignalized intersection (Garage Access @ Preble/Portland) per the procedures contained in the Highway Capacity Manual[2]. Capacity analysis provides a quantitative assessment of the quality of traffic flow at an intersection, and "rates" this quality in terms of its Level of Service (LOS). LOS ratings range from A to F, and much like a school rank card, A indicates very good conditions, and F indicates extremely congested conditions. LOS for signalized intersections is based upon the average stopped delay for all vehicles using the intersection. The relationship between LOS and average stopped delay is shown in the table below.

Signalized Intersection Level of Service Measures

Level of Service	Average Stopped Delay Per Vehicle
A	≤ 5.0 Seconds
B	5.1 - 15.0 Seconds
C	15.1 - 25.0 Seconds
D	25.1 - 40.0 Seconds
E	40.1 - 60.0 Seconds
F	≥ 60.0 Seconds

For unsignalized intersections, such as the proposed access driveways, analysis procedures are different than those used for signalized intersections, and have recently been updated. LOS for unsignalized intersections is based upon average total delay, which takes into account the

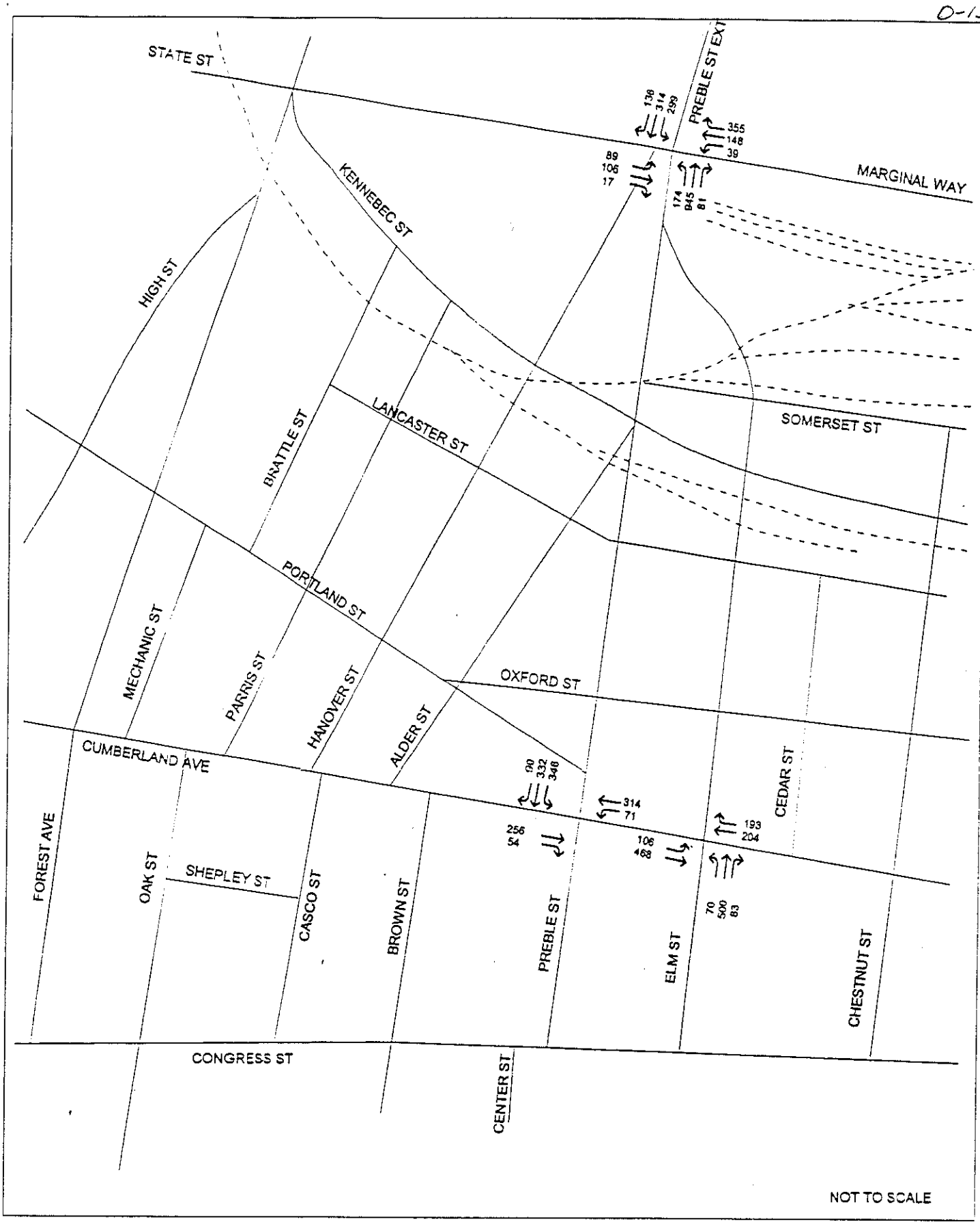
[2] Special Report 209, Highway Capacity Manual, Transportation Research Board, 1994



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Figure 8
PROJECTED AM PEAK HOUR TRAFFIC - POST-DEVELOPMENT

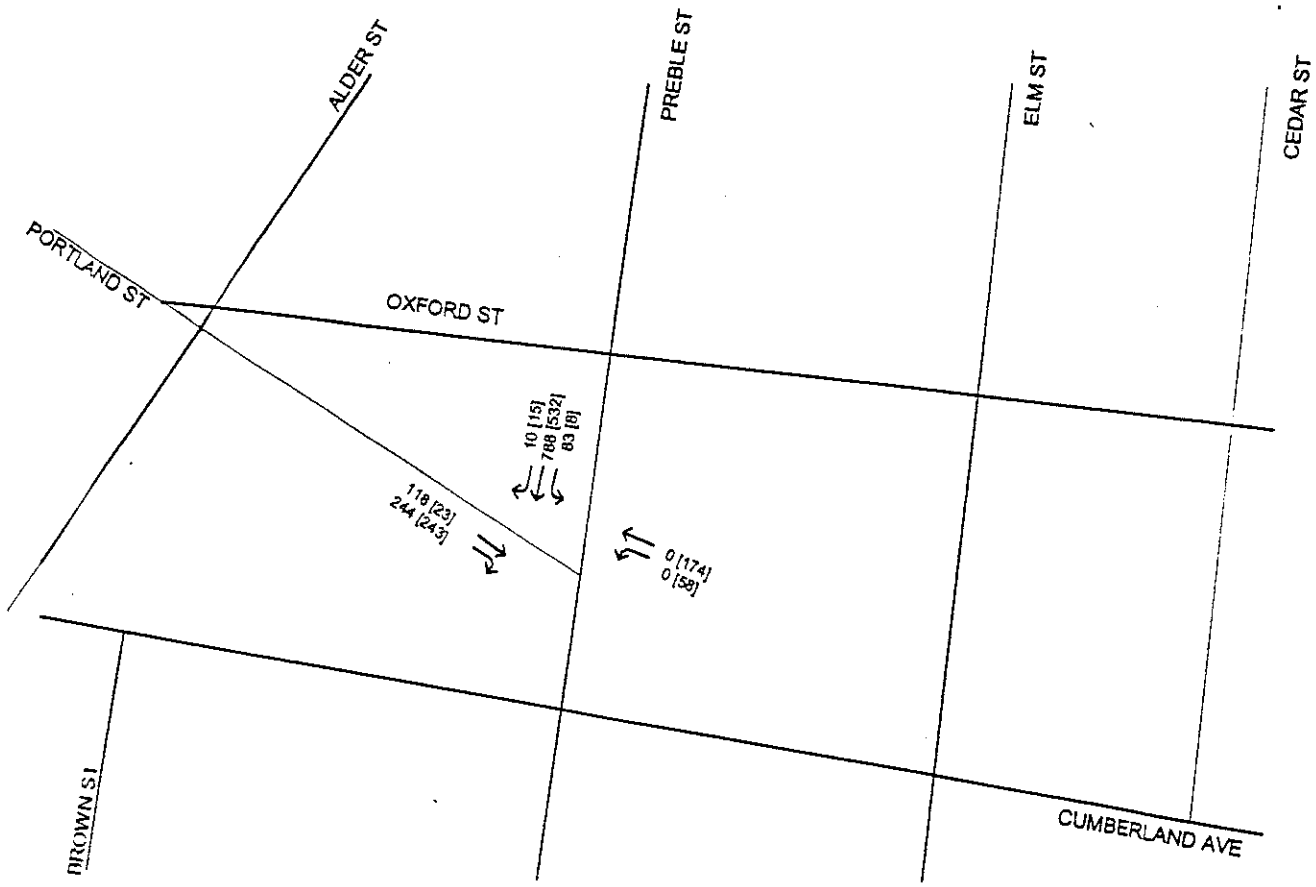
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Figure 9
PROJECTED PM PEAK HOUR TRAFFIC - POST-DEVELOPMENT

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Figure 10
PROJECTED AM & PM PEAK HOUR TRAFFIC AT PREBLE STREET ACCESS - POST-DEVELOPMENT

MONUMENT SQUARE ASSOCIATES PARKING GARAGE - PORTLAND, MAINE

delay involved in waiting in a vehicle queue. The relationship between LOS and average total delay is shown below:

Level of Service Measurement for Unsignalized Intersections

Level of Service	Average Total Delay Per Vehicle
A	≤ 5.0 Seconds
B	5.1 - 10.0 Seconds
C	10.1 - 20.0 Seconds
D	20.1 - 30.0 Seconds
E	30.1 - 45.0 Seconds
F	≥ 45.0 Seconds

To establish basic conditions for analysis of the three signalized intersections in the study area analyzed, current phasing and timing was observed in the field, and average phase timing during the AM and PM peak period was used as a starting point for this analysis. The results of the analysis for pre- and post-development traffic are summarized below.

Signalized Intersection Analysis

Location	Pre-Development		Post-Development	
	LOS	Stopped Delay (sec)	LOS	Stopped Delay (sec)
		AM Peak Hour		
Cumberland @ Preble	C	16.2	C	16.1
Cumberland @ Elm	B	14.5	B	14.4
Preble @ Marginal	C	18.6	C	18.7
		PM Peak Hour		
Cumberland @ Preble	B	13.1	B	13.3
Cumberland @ Elm	B	12.4	B	12.5
Preble @ Marginal	D	26.8	D	27.1

As can be seen, the impact of site generated traffic on the Cumberland/Preble and Cumberland/Elm intersections is minimal. At Marginal Way @ Preble Street, the impact is also quite small - an increase in delay of under 0.5 seconds per vehicle - but the intersection is experiencing low levels of service on some of the movements. While it is felt that the adjusted peak hour volumes used in this analysis are somewhat higher than will actually occur (see **Projected 1996 AM and PM Design Hour Traffic Volumes**), there are clear indications that the intersection is heavily loaded for short periods of time during the PM peak hour. This is perhaps a supplementary reason to provide direct access between the Preble Street access to the proposed garage and Portland Street. If this access route were not available, vehicles bound for I-295 would likely exit via the Elm Street access and further increase traffic at the Marginal Way @ Preble Street Intersection.

Unsignalized intersection analysis was performed for the proposed entrance/exit drive from the site to Preble Street @ Portland Street. The table below summarizes the results of the analysis.

Unsignalized Intersection Analysis
Preble @ Portland Street/Garage Access

Movement	Pre-Development		Post-Development	
	LOS	Total Delay (sec)	LOS	Total Delay (sec)
		AM Peak Hour		
Portland St Thru	C	11.5	D	19.6
Portland St Right	B	6.0	B	6.0
Preble St Left	A	2.2	A	2.2
Total Intersection		6.7		8.0
		PM Peak Hour		
Portland St Thru	B	6.8	B	7.3
Portland St Right	A	4.9	A	4.9
Preble St Left	A	2.1	A	2.1
Garage Exit	B	9.8	D	26.2
Total Intersection		8.4		12.6

As would be expected, the LOS and delay associated with movements into the garage during the AM peak hour, and movements out of the garage during the PM peak hour increases significantly. While delay increases and LOS is reduced, these operational measures are felt to be acceptable for the short periods of time involved. Overall, the Preble/Portland/Garage intersection is projected to operate with reasonable delay and LOS.

Safety

Safety data for the most recent available 3 year period (1992-94) was obtained from the Accident Records Section of the MDOT Bureau of Planning for roadways in the vicinity of the site. A summary of the accident history in the area is presented in the table on the next page.

MDOT guidelines for identification of a High Accident Location (HAL - indicating a potential safety deficiency) is that a location must experience 8 or more accidents in a 3 year period and have a Critical Rate Factor of 1.00 or greater. Seven locations in the study area satisfy these criteria. Detailed accident collision diagrams for these locations were prepared from accident records on file at MDOT and analyzed. The findings of the analysis are summarized below:

Preble Street @ Kennebec Street: Of the 13 accidents occurring at this location, 10 involved cross traffic collisions between eastbound Kennebec Street and southbound Preble. Failure to yield the right of way (Kennebec Street is stop sign controlled) and disregarding a traffic control device were the primarily contributing factors cited in the reports. It is likely that speed on Preble Street might also be a factor. Given the number of cross traffic collisions, this location may warrant an intersection hazard beacon (flashing red and yellow).

Preble Street @ Lancaster Street: Of the 8 accidents at this location, 6 were cross traffic collisions, similar to those occurring at Preble @ Kennebec. Failure to yield the right of way was most commonly cited as the primary contributing factor. This location is a "borderline" HAL, but accident frequency has been increasing - from 2 in 1992, to 3 in 1993, to 4 in 1994. It is suggested that accident occurrence be monitored to determine if this trend on increasing accident frequency continues.

1992-94 Accident History in Site Vicinity

LOCATION	1992-94 ACCIDENTS	ANNUAL AVERAGE	CRITICAL RATE FACTOR[3]
Preble Street @ Marginal Way	30*	10.00	0.73
Preble Street/Marginal to Somerset	0	0	0
Preble Street @ Somerset	0	0	0
Preble Street/ Somerset to Kennebec/Alder	2	0.67	2.33
Preble Street @ Kennebec	13	4.33	2.51
Preble Street/Kennebec to Lancaster	0	0	0
Preble Street @ Lancaster	8	2.67	1.60
Preble Street/Lancaster to Oxford	3	1.00	0.68
Preble Street @ Oxford	13	4.33	0.80
Preble Street/Oxford to Portland	0	0	0
Preble Street @ Portland	6	2.00	0.80
Preble Street/Portland to Cumberland	0	0	0
Preble Street @ Cumberland	16	5.33	0.71
Preble Street/Cumberland to Congress	8	2.67	2.50
Elm Street/Congress to Cumberland	4	1.33	1.33
Elm Street @ Cumberland	25	8.33	1.29
Elm Street/Cumberland to Oxford	6	2.00	3.54
Elm Street @ Oxford	0	0	0
Elm Street/Oxford to Lancaster	2	0.67	1.18
Elm Street @ Lancaster	8	2.67	3.36
Elm Street/Lancaster to Kennebec	3	1.00	2.32
Elm Street @ Kennebec	18	6.00	8.25
Elm Street/Kennebec to Somerset	3	1.00	4.85
Elm Street @ Somerset	1	0.33	0.46
Elm Street/Somerset to Marginal	2	na	na
Cumberland Ave/Brown to Preble	2	0.67	0.69
Cumberland Ave/Preble to Elm	2	0.67	0.59
Cumberland Ave/Elm to Cedar	1	0.33	0.21

[3] The Critical Rate Factor is a statistical measure which compares the accident frequency at a location to similar locations throughout the State. A Critical Rate Factor of 1.00 or greater indicates that the location has a higher frequency of accidents than would be expected due to random occurrence, with a 99 percent level of confidence.

1992-94 Accident History in Site Vicinity (cont)

LOCATION	1992-94 ACCIDENTS	ANNUAL AVERAGE	CRITICAL RATE FACTOR
Portland Street @ Forest Ave*	30	10.00	0.93
Portland Street/Forest to Mechanic*	6	2.00	2.85
Portland Street @ Mechanic*	0	0	0
Portland Street/Mechanic to Brattle*	1	0.33	0.65
Portland Street @ Brattle*	1	0.33	0.23
Portland Street/Brattle to Parris*	3	1.00	1.64
Portland Street @ Parris*	8	2.67	1.78
Portland Street/Parris to Hanover*	0	0	0
Portland Street @ Hanover*	6	2.00	1.27
Portland Street/Hanover to Oxford*	2	0.67	0.95
Portland Street @ Oxford*	2	0.67	0.52
Portland Street/Oxford to Preble*	5	1.67	0.94

* 1993-95 Data

Preble Street/ Cumberland to Congress Street: Of the 8 accidents on this segment of Preble Street, 4 clearly involve collisions with vehicles entering or exiting an on-street parking space. Two of the remaining accidents are lane change/sideswipe accidents that could also be related to on street parking. The primary trend indicates that on-street parking activity is a major contributing factor. Other than prohibiting on-street parking, which is not likely to be feasible, no recommendation can be made to address this section of Preble Street.

Elm Street @ Cumberland Street: Cross traffic collisions between eastbound Cumberland Street and northbound Elm Street constitute the primary accident pattern at this location, with 15 of the 24 accidents being of this type. The remainder of the accidents are generally disparate in nature and indicate no pattern. All but two of the 15 cross traffic collisions occurred during the late night or early morning when the traffic signal was operating in a flashing mode. To address this problem it is recommended that the traffic signal at this location be operated in full "stop and go" mode 24 hours a day.

Elm Street @ Lancaster Street: Of the eight accidents at this location, 6 were cross traffic collisions between eastbound Lancaster Street and northbound Elm Street. The remaining two accidents were lane change sideswipe collisions on Elm Street northbound. As was the case for the Preble/Kennebec and Preble/Lancaster intersections, disregard of the traffic control device (stop sign control on Lancaster) was cited as the primary contributing factor. It is somewhat strange that no accidents occurred at this location in 1993, with 4 occurring for both 1992 and 1994. Because of the cross traffic collision pattern, this intersection may be a candidate for an intersection hazard beacon.

Elm Street @ Kennebec Street: The primary collision pattern at this intersection is lane change/sideswipe accidents on Elm Street northbound, with 13 of the 18 total accidents being this type. The remaining 5 accidents were cross traffic collisions, 4 of these between eastbound Kennebec and northbound Elm Street. The major contributing factors cited included driver inattention. unsafe/improper turn, and unsafe lane change. It is recommended that pavement markings be improved in this area, and that overhead lane assignment signs be considered to address the lane change/sideswipe pattern.

Portland Street @ Parris Street: Of the 8 accidents occurring at this location, 4 accidents were cross traffic collisions, 3 of these occurring during icy conditions. An additional 3 accidents were rear-end collisions, with 2 of these occurring on an icy roadway. Overall it appears that environmental conditions are the prime contributing factor in accident occurrence at this location.

Although not meeting the criteria for a HAL, the intersection of Forest Avenue @ ParkAve/Portland Street was analyzed due to the number of accidents (30) that occurred.

Forest Avenue @ Park-Portland: The primary collision patterns at this location include cross traffic collisions (7), left turn collisions (7) and rear-end collisions (9). In addition, two accidents involving pedestrians occurred (1 involving a pedestrian violation). Overall the accident experience at this heavily travelled intersection is fairly typical. It is interesting that 12 of the 30 accidents occurred after 6:00 PM, after peak traffic flow periods have subsided. Cross traffic and rear-end collisions were most common for these evening accidents (4 each). Accident frequency is increasing (6 in 1993, 9 in 1994

and 15 in 1995), and this location should be monitored. In addition, it is suggested that vehicle clearance intervals be reviewed and modified if necessary.

An overall pattern that seems to emerge from the accident analysis is that unsignalized intersections on both Preble and Elm Streets are experiencing a significant number of cross traffic collisions. While failure to yield, disregarding traffic control devices and driver inattention were cited as primary contributing factors, it is likely that vehicle speeds on Preble and Elm Street are also factors. Both streets are one-way facilities that serve as a direct north/south routing to/from downtown Portland. Once a vehicle on Elm Street clears the Elm/Cumberland intersection it has "clear sailing" to Marginal Way. The same is true - in the opposite direction - for Preble Street (the Preble/Oxford signal does not typically stop traffic on Preble very often due to low vehicle demand on Oxford. To compound the potential speed problem, the locations of cross street intersections on Elm and Preble are often difficult to see due to the closeness of adjacent buildings and/or on-street parking. Overall, it appears that improving the visibility of cross streets would assist or at least help warn drivers on Elm and Preble that a potential conflict is present.

Access and Circulation

As noted in the introduction of this report, preliminary discussions with City of Portland staff raised the issue as to whether vehicles entering and exiting the Preble Street access should be allowed to do so to/from Portland Street. AM and PM peak period traffic counts at the intersection of Preble @ Portland/Seroco Lot indicates that a significant proportion of existing parking lot traffic uses a Portland Street routing. A review of accident history at this location reveals that only 6 accidents occurred at this location over the 3 year period 1992-94. Three of the accidents were collisions with bicyclists. The accident reports did not specify whether the bicyclists were travelling in the wrong direction on Preble Street, but it is a likely explanation for the accidents, since drivers would be looking north (left) to see oncoming traffic, and would not expect any traffic to be approaching from the south. The remaining accidents included 2 rear-end collisions, and 1 lane change/sideswipe collision. No cross traffic accidents involving traffic entering or exiting the existing access to the Seroco parking lot were recorded.

Portland Street is approximately 50 feet in width near Preble Street. It is suggested that two approach lanes be provided on Portland Street at its intersection with Preble Street to provide a through lane for access into the garage, and a right turn lane for vehicles turning on to Preble Street. Figure 11 on the following page provides a schematic layout of the suggested lane configuration.

Summary of Findings

The proposed Monument Square Associates parking garage will provide 648 parking spaces in the Portland Central Business District. Access to the facility will be provided by two-way entrance/exits on Preble Street and Elm Street. The facility is projected to generate 291 vehicle trips during the AM peak hour, and 357 trips during the PM peak hour. Analysis of the impact of the net increase in AM and PM peak hour traffic indicates that the key intersections in the study area (Cumberland @ Preble, Cumberland @ Elm, and Preble @ Marginal Way) will operate at acceptable levels of service. The capacity analysis did indicate that the Preble @ Marginal Way intersection is heavily loaded during the PM peak hour, and that maintaining access to the Preble Street entrance/exit via Portland Street will help minimize the impact of exiting PM peak hour traffic on that intersection.

Safety analysis indicates that there are currently 7 High Accident Locations in the study area. Detailed review of these locations is contained in the **Safety** section of this report, and will not be repeated here.

Site Name PORTLAND 07908 **Site ID** 230517007908 **Description** PREBLE ST (OW) NW/O CONGRESS ST

Exclude data: None

	Volume	Total
12:00 am	-	0
01:00 am	-	0
02:00 am	-	0
03:00 am	-	0
04:00 am	-	0
05:00 am	-	0
06:00 am	-	0
07:00 am	-	0
08:00 am	-	0
09:00 am	-	0
10:00 am	194	194
11:00 am	243	243
12:00 pm	225	225
01:00 pm	251	251
02:00 pm	232	232
03:00 pm	232	232
04:00 pm	216	216
05:00 pm	201	201
06:00 pm	162	162
07:00 pm	148	148
08:00 pm	106	106
09:00 pm	60	60
10:00 pm	38	38
11:00 pm	45	45
7am-7pm	1956	1956
6am-10pm	2270	2270
6am-12am	2353	2353
12am-12am	2353	2353
am Peak	11:00 am	11:00 am
Peak Volume	243	243
pm Peak	01:00 pm	01:00 pm
Peak Volume	251	251

Event key: QC Failure QC Outlier QC Atypical Events Special Holiday Offline
Weekends and defined holidays

Holidays & Events:
None

Site Name PORTLAND 07808 **Site ID** 230517007808 **Description** ELM ST (OW) NW/O CONGRESS ST

Exclude data: None

	Volume	Total
12:00 am	-	0
01:00 am	-	0
02:00 am	-	0
03:00 am	-	0
04:00 am	-	0
05:00 am	-	0
06:00 am	-	0
07:00 am	-	0
08:00 am	-	0
09:00 am	-	0
10:00 am	-	0
11:00 am	281	281
12:00 pm	335	335
01:00 pm	368	368
02:00 pm	297	297
03:00 pm	351	351
04:00 pm	439	439
05:00 pm	498	498
06:00 pm	246	246
07:00 pm	155	155
08:00 pm	140	140
09:00 pm	125	125
10:00 pm	64	64
11:00 pm	50	50
7am-7pm	2815	2815
6am-10pm	3235	3235
6am-12am	3349	3349
12am-12am	3349	3349
am Peak	11:00 am	11:00 am
Peak Volume	281	281
pm Peak	05:00 pm	05:00 pm
Peak Volume	498	498

Event key: QC Failure QC Outlier QC Atypical Events Special Holiday Offline
Weekends and defined holidays

Holidays & Events:
None

Site Name PORTLAND 13204 **Site ID** 230517013204 **Description** ELM ST (OW) SE/O MARGINAL WAY

Exclude data: None

	Northwestbound	Total
12:00 am	22	22
01:00 am	25	25
02:00 am	12	12
03:00 am	2	2
04:00 am	12	12
05:00 am	21	21
06:00 am	54	54
07:00 am	144	144
08:00 am	261	261
09:00 am	221	221
10:00 am	263	263
11:00 am	321	321
12:00 pm	333	333
01:00 pm	397	397
02:00 pm	445	445
03:00 pm	446	446
04:00 pm	612	612
05:00 pm	-	-
06:00 pm	-	-
07:00 pm	-	-
08:00 pm	-	-
09:00 pm	-	-
10:00 pm	-	-
11:00 pm	-	-
7am-7pm	3443	3443
6am-10pm	3497	3497
6am-12am	3497	3497
12am-12am	3591	3591
am Peak	11:00 am	11:00 am
Peak Volume	321	321
pm Peak	04:00 pm	04:00 pm
Peak Volume	612	612

Event key: QC Failure QC Outlier QC Atypical Events Special Holiday Offline
Weekends and defined holidays

Holidays & Events:
None

Site Name PORTLAND 13205 **Site ID** 230517013205 **Description** PREBLE ST (OW) S/O MARGINAL WAY

Exclude data: None

	Southbound	Total
12:00 am	-	0
01:00 am	-	0
02:00 am	-	0
03:00 am	-	0
04:00 am	-	0
05:00 am	-	0
06:00 am	-	0
07:00 am	-	0
08:00 am	-	0
09:00 am	-	0
10:00 am	-	0
11:00 am	-	0
12:00 pm	-	0
01:00 pm	-	0
02:00 pm	-	0
03:00 pm	195	195
04:00 pm	177	177
05:00 pm	162	162
06:00 pm	108	108
07:00 pm	79	79
08:00 pm	54	54
09:00 pm	34	34
10:00 pm	19	19
11:00 pm	11	11
7am-7pm	642	642
6am-10pm	809	809
6am-12am	839	839
12am-12am	839	839
am Peak	-	-
Peak Volume	-	-
pm Peak	03:00 pm	03:00 pm
Peak Volume	195	195

Event key: QC Failure QC Outlier QC Atypical Events Special Holiday Offline
Weekends and defined holidays

Holidays & Events:
None

Site Name PORTLAND 21102 **Site ID** 230517021102 **Description** CUMBERLAND AVE NE/O PREBLE ST

Exclude data: None

	NB	SB	Total
12:00 am	-	-	0
01:00 am	-	-	0
02:00 am	-	-	0
03:00 am	-	-	0
04:00 am	-	-	0
05:00 am	-	-	0
06:00 am	-	-	0
07:00 am	-	-	0
08:00 am	-	-	0
09:00 am	-	-	0
10:00 am	321	225	546
11:00 am	354	265	619
12:00 pm	415	254	669
01:00 pm	372	276	648
02:00 pm	391	311	702
03:00 pm	381	297	678
04:00 pm	418	341	759
05:00 pm	472	348	820
06:00 pm	337	269	606
07:00 pm	225	186	411
08:00 pm	191	150	341
09:00 pm	107	106	213
10:00 pm	85	64	149
11:00 pm	71	55	126
7am-7pm	3461	2586	6047
6am-10pm	3984	3028	7012
6am-12am	4140	3147	7287
12am-12am	4140	3147	7287
am Peak	11:00 am	11:00 am	11:00 am
Peak Volume	354	265	619
pm Peak	05:00 pm	05:00 pm	05:00 pm
Peak Volume	472	348	820

Event key: QC Failure QC Outlier QC Atypical Events Special Holiday Offline
Weekends and defined holidays

Holidays & Events:
None

Utilities

The proposed project will include installation of multiple utility services to each new building. Letters have been sent to each utility provider for the development area to inquire about their ability to serve the proposed developments. The utility providers contacted are as follows:

- Water: Portland Water District
- Sewer: Portland Department of Public Works
- Electricity: Central Maine Power
- Gas: Unitil
- Communications: Charter
- Communications: Consolidated
- Communications: First Light

See enclosed the letters sent to each utility provider specified & proposed Utility Plan. Revisions to the Utility Plan & the utility provider's ability to serve each project will be forwarded to the city upon receipt.

ACORN ENGINEERING, INC.

Charter Communications
Attn: Mark Pelletier
118 Johnson Road
Portland, ME 04102

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

Mr. Pelletier:

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for Charter's ability to serve at the attached locations within the West Bayside area in Portland Maine. The area of interest is currently populated by multiple structures which are being served by Charter. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
  - Construction of a 10-story mixed-use building consisting of 125 residential units (56 studio, 56 1-bedroom and 13 2-bedroom) totaling 119,610 SF of residential space and 4,500 SF of commercial use space.
- 163 Lancaster Street
  - Demolition of the eastern portion of the existing building currently "Genoa Healthcare" and "Downeast Laser Services" and accompanying parking lots.
  - Construction of a 10-story mixed-use building consisting of 142 residential units (64 studio, 64 1-bedroom and 14 2-bedroom) totaling 135,190 SF of residential space and 2,500 SF of commercial use space.
- 195 Lancaster Street
  - Demolition of the existing retail building, currently "Two Fat Cats Bakery".
  - Construction of a 5-story mixed-use building consisting of 59 residential units (26 studio, 26 1-bedroom and 6 2-bedroom) totaling 27,450 SF of residential space and 6,500 SF of commercial use space.
- 196 Lancaster Street
  - Demolition of the existing commercial business building, currently "Complete Labor & Staffing" and accompanying parking lots.
  - Construction of an 8-story mixed-use building consisting of 111 residential units (50 studio, 50 1-bedroom and 11 2-bedroom) totaling 86,320 SF of residential space and 5,000 SF of commercial use space.

- 60 Elm Street

- Demolition of existing parking lot.
- Construction of a 10-story SF mixed-use building consisting of 85 residential units (38 studio, 38 1-bedroom and 8 2-bedroom) totaling 62,690 SF of residential space and 1,500 SF of commercial use space.

- 79-89 Elm Street
  - Demolition of the existing parking lot.
  - Construction of an 8-story SF mixed-use building consisting of 201 affordable residential units (91 studio, 91 1-bedroom and 20 2-bedroom) totaling 195,404 SF of residential space and 4,500 SF of commercial use space.
- 235 Oxford Street
  - Demolition of the existing commercial building currently "Am-At-Uer Service Shop" as well as the existing medical service building "Care Partners" and accompanying parking lots.
  - Construction of a 6-story, 11,838 SF mixed-use building consisting of 81 residential units (37 studio, 37 1-bedroom and 8 2-bedroom) totaling 67,028 SF of residential space and 4,000 SF of commercial use space.

A summary of all the proposed buildings is reflected in the following table:

Parcel	# Of Units	Studio	1-Bed	2-Bed	Commercial Use (SF)	Residential Use (SF)	Footprint (SF)	Floor Area (SF)
149 Lancaster Street	125	56	56	13	4,500	119,610	12,411	124,110
163 Lancaster Street	142	64	64	14	2,500	135,190	13,769	137,690
195 Lancaster Street	59	26	26	6	6,500	27,450	6,790	33,950
196 Lancaster Street	111	50	50	11	5,000	86,320	11,415	91,320
60 Elm Street	85	38	38	8	1,500	62,690	6,419	64,190
79-89 Elm Street	201	91	91	20	4,500	195,404	24,988	199,904
235 Oxford Street	81	37	37	8	4,000	67,028	11,838	71,028
Existing to Remain	-	-	-	-	180,500	-	-	-
Total	**804**	**362**	**362**	**80**	**209,000**	**693,692**	**87,630**	**722,192**

On behalf of the client, we are requesting the following information:

1. Additional information, such as utility mapping within the proposed development area along Preble Street, Elm Street, Cedar Street, Chestnut Street, Lancaster Street, Kennebec Street and Oxford Street.
2. Alternative connection locations from the property to the existing communication system.
3. Charter's proposed infrastructure improvements within the project vicinity.
4. Charter's ability to serve the project.

I have attached two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Central Maine Power Company
Attn: Jamie Cough
162 Canco Road
Portland, ME 04103

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

Mr. Cough,

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for CMP's ability to serve at the attached locations within the West Bayside area in Portland Maine. The area of interest is currently populated by multiple structures which are being served by CMP. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
  - Construction of a 10-story mixed-use building consisting of 125 residential units (56 studio, 56 1-bedroom and 13 2-bedroom) totaling 119,610 SF of residential space and 4,500 SF of commercial use space.
- 163 Lancaster Street
  - Demolition of the eastern portion of the existing building currently "Genoa Healthcare" and "Downeast Laser Services" and accompanying parking lots.
  - Construction of a 10-story mixed-use building consisting of 142 residential units (64 studio, 64 1-bedroom and 14 2-bedroom) totaling 135,190 SF of residential space and 2,500 SF of commercial use space.
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  - Demolition of the existing retail building, currently "Two Fat Cats Bakery".
  - Construction of a 5-story mixed-use building consisting of 59 residential units (26 studio, 26 1-bedroom and 6 2-bedroom) totaling 27,450 SF of residential space and 6,500 SF of commercial use space.
- 196 Lancaster Street
  - Demolition of the existing commercial business building, currently "Complete Labor & Staffing" and accompanying parking lots.
  - Construction of an 8-story mixed-use building consisting of 111 residential units (50 studio, 50 1-bedroom and 11 2-bedroom) totaling 86,320 SF of residential space and 5,000 SF of commercial use space.
- 60 Elm Street

- Demolition of existing parking lot.
- Construction of a 10-story SF mixed-use building consisting of 85 residential units (38 studio, 38 1-bedroom and 8 2-bedroom) totaling 62,690 SF of residential space and 1,500 SF of commercial use space.

- 79-89 Elm Street
  - Demolition of the existing parking lot.
  - Construction of an 8-story SF mixed-use building consisting of 201 affordable residential units (91 studio, 91 1-bedroom and 20 2-bedroom) totaling 195,404 SF of residential space and 4,500 SF of commercial use space.
- 235 Oxford Street
  - Demolition of the existing commercial building currently "Am-At-Uer Service Shop" as well as the existing medical service building "Care Partners" and accompanying parking lots.
  - Construction of a 6-story, 11,838 SF mixed-use building consisting of 81 residential units (37 studio, 37 1-bedroom and 8 2-bedroom) totaling 67,028 SF of residential space and 4,000 SF of commercial use space.

A summary of all the proposed buildings is reflected in the following table:

Parcel	# Of Units	Studio	1-Bed	2-Bed	Commercial Use (SF)	Residential Use (SF)	Footprint (SF)	Floor Area (SF)
149 Lancaster Street	125	56	56	13	4,500	119,610	12,411	124,110
163 Lancaster Street	142	64	64	14	2,500	135,190	13,769	137,690
195 Lancaster Street	59	26	26	6	6,500	27,450	6,790	33,950
196 Lancaster Street	111	50	50	11	5,000	86,320	11,415	91,320
60 Elm Street	85	38	38	8	1,500	62,690	6,419	64,190
79-89 Elm Street	201	91	91	20	4,500	195,404	24,988	199,904
235 Oxford Street	81	37	37	8	4,000	67,028	11,838	71,028
Existing to Remain	-	-	-	-	180,500	-	-	-
Total	**804**	**362**	**362**	**80**	**209,000**	**693,692**	**87,630**	**722,192**

On behalf of the client, we are requesting the following information:

1. Existing easements for services currently crossing the proposed development.
2. Additional information, such as utility mapping within the proposed development area along Preble Street, Elm Street, Cedar Street, Chestnut Street, Lancaster Street, Kennebec Street and Oxford Street.
3. Alternative connection locations from the area of interest to the existing system.
4. CMP's proposed infrastructure improvements within the project vicinity.
5. CMP's ability to serve the project.
6. Access requirements to the CMP meters & transformers. Specifically we are looking for information regarding locating transformers in building alcoves.
7. List of service providers currently located on existing utility poles.

I have attached two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Consolidated Communications
Attn: Patrick Morrison
5 Davis Farm Rd
Portland, Maine 04103

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

Mr. Morrison,

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for Consolidated's ability to serve at the attached locations within the West Bayside area in Portland Maine. The area of interest is currently populated by multiple structures which are being served by Consolidated. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
  - Construction of a 10-story mixed-use building consisting of 125 residential units (56 studio, 56 1-bedroom and 13 2-bedroom) totaling 119,610 SF of residential space and 4,500 SF of commercial use space.
- 163 Lancaster Street
  - Demolition of the eastern portion of the existing building currently "Genoa Healthcare" and "Downeast Laser Services" and accompanying parking lots.
  - Construction of a 10-story mixed-use building consisting of 142 residential units (64 studio, 64 1-bedroom and 14 2-bedroom) totaling 135,190 SF of residential space and 2,500 SF of commercial use space.
- 195 Lancaster Street
  - Demolition of the existing retail building, currently "Two Fat Cats Bakery".
  - Construction of a 5-story mixed-use building consisting of 59 residential units (26 studio, 26 1-bedroom and 6 2-bedroom) totaling 27,450 SF of residential space and 6,500 SF of commercial use space.
- 196 Lancaster Street
  - Demolition of the existing commercial business building, currently "Complete Labor & Staffing" and accompanying parking lots.
  - Construction of an 8-story mixed-use building consisting of 111 residential units (50 studio, 50 1-bedroom and 11 2-bedroom) totaling 86,320 SF of residential space and 5,000 SF of commercial use space.

- 60 Elm Street
    - Demolition of existing parking lot.
    - Construction of a 10-story SF mixed-use building consisting of 85 residential units (38 studio, 38 1-bedroom and 8 2-bedroom) totaling 62,690 SF of residential space and 1,500 SF of commercial use space.
- 79-89 Elm Street
    - Demolition of the existing parking lot.
    - Construction of an 8-story SF mixed-use building consisting of 201 affordable residential units (91 studio, 91 1-bedroom and 20 2-bedroom) totaling 195,404 SF of residential space and 4,500 SF of commercial use space.
- 235 Oxford Street
    - Demolition of the existing commercial building currently "Am-At-Uer Service Shop" as well as the existing medical service building "Care Partners" and accompanying parking lots.
    - Construction of a 6-story, 11,838 SF mixed-use building consisting of 81 residential units (37 studio, 37 1-bedroom and 8 2-bedroom) totaling 67,028 SF of residential space and 4,000 SF of commercial use space.

A summary of all the proposed buildings is reflected in the following table:

Parcel	# Of Units	Studio	1-Bed	2-Bed	Commercial Use (SF)	Residential Use (SF)	Footprint (SF)	Floor Area (SF)
149 Lancaster Street	125	56	56	13	4,500	119,610	12,411	124,110
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195 Lancaster Street	59	26	26	6	6,500	27,450	6,790	33,950
196 Lancaster Street	111	50	50	11	5,000	86,320	11,415	91,320
60 Elm Street	85	38	38	8	1,500	62,690	6,419	64,190
79-89 Elm Street	201	91	91	20	4,500	195,404	24,988	199,904
235 Oxford Street	81	37	37	8	4,000	67,028	11,838	71,028
Existing to Remain	-	-	-	-	180,500	-	-	-
Total	**804**	**362**	**362**	**80**	**209,000**	**693,692**	**87,630**	**722,192**

On behalf of the client, we are requesting the following information:

1. Additional information, such as utility mapping within Auburn Street.
2. Alternative connection locations from the property to the existing communication system.
3. Consolidated's proposed infrastructure improvements within the project vicinity.
4. Consolidated's ability to serve the project.

I have attached two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Department of Public Works
Attn: Bradley Roland
212 Canco Road
Portland, Maine 04103

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

Mr. Roland:

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for DPW's ability to serve at the attached locations within the West Bayside area in Portland Maine. The area of interest is currently populated by multiple structures which are being served by DPW. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
  - Construction of a 10-story mixed-use building consisting of 125 residential units (56 studio, 56 1-bedroom and 13 2-bedroom) totaling 119,610 SF of residential space and 4,500 SF of commercial use space.
    - This building will contribute approximately 22,500 GPD of flow from residential units to the existing sanitary sewer systems.
- 163 Lancaster Street
  - Demolition of the eastern portion of the existing building currently "Genoa Healthcare" and "Downeast Laser Services" and accompanying parking lots.
  - Construction of a 10-story mixed-use building consisting of 142 residential units (64 studio, 64 1-bedroom and 14 2-bedroom) totaling 135,190 SF of residential space and 2,500 SF of commercial use space.
    - This building will contribute approximately 22,560 GPD of flow from residential units to the existing sanitary sewer systems.
- 195 Lancaster Street
  - Demolition of the existing retail building, currently "Two Fat Cats Bakery".
  - Construction of a 5-story mixed-use building consisting of 59 residential units (26 studio, 26 1-bedroom and 6 2-bedroom) totaling 27,450 SF of residential space and 6,500 SF of commercial use space.
    - This building will contribute approximately 10,620 GPD of flow from residential units to the existing sanitary sewer systems.

- 196 Lancaster Street
    - Demolition of the existing commercial business building, currently "Complete Labor & Staffing" and accompanying parking lots.
    - Construction of an 8-story mixed-use building consisting of 111 residential units (50 studio, 50 1-bedroom and 11 2-bedroom) totaling 86,320 SF of residential space and 5,000 SF of commercial use space.
        - This building will contribute approximately 19,980 GPD of flow from residential units to the existing storm sewer systems.
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    - Construction of a 10-story SF mixed-use building consisting of 85 residential units (38 studio, 38 1-bedroom and 8 2-bedroom) totaling 62,690 SF of residential space and 1,500 SF of commercial use space.
        - This building will contribute approximately 15,300 GPD of flow from residential units to the existing storm sewer systems.
- 79-89 Elm Street
    - Demolition of the existing parking lot.
    - Construction of an 8-story SF mixed-use building consisting of 201 affordable residential units (91 studio, 91 1-bedroom and 20 2-bedroom) totaling 195,404 SF of residential space and 4,500 SF of commercial use space.
        - This building will contribute approximately 36,180 GPD of flow from residential units to the existing storm sewer systems.
- 235 Oxford Street
    - Demolition of the existing commercial building currently "Am-At-Uer Service Shop" as well as the existing medical service building "Care Partners" and accompanying parking lots.
    - Construction of a 6-story, 11,838 SF mixed-use building consisting of 81 residential units (37 studio, 37 1-bedroom and 8 2-bedroom) totaling 67,028 SF of residential space and 4,000 SF of commercial use space.
        - This building will contribute approximately 14,580 GPD of flow from residential units to the existing storm sewer systems.

A summary of all the proposed buildings is reflected in the following table:

Parcel	# Of Units	Studio	1-Bed	2-Bed	Design Flow (GPD)	Commercial Use (SF)	Residential Use (SF)	Footprint (SF)	Floor Area (SF)
149 Lancaster Street	125	56	56	13	22,500	4,500	119,610	12,411	124,110
163 Lancaster Street	142	64	64	14	22,560	2,500	135,190	13,769	137,690
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196 Lancaster Street	111	50	50	11	19,980	5,000	86,320	11,415	91,320
60 Elm Street	85	38	38	8	15,300	1,500	62,690	6,419	64,190
79-89 Elm Street	201	91	91	20	36,180	4,500	195,404	24,988	199,904
235 Oxford Street	81	37	37	8	14,580	4,000	67,028	11,838	71,028
Existing to Remain	-	-	-	-	-	180,500	-	-	-
Total	**804**	**362**	**362**	**80**	**141,720***	**209,000**	**693,692**	**87,630**	**722,192**

Design flows were calculated based on the State of Maine Subsurface Wastewater Disposal Rules, Chapter 241, Section 4, Table 4A "Design Flows for Single Family Dwelling Units". *Design flows for commercial spaces are not included in the estimation as specific uses are to be determined at a later date.

On behalf of the client, we are requesting the following information:

1. Any additional information, such as utility mapping within the proposed development area along Preble Street, Elm Street, Cedar Street, Chestnut Street, Lancaster Street, Kennebec Street and Oxford Street.
2. DPW's proposed infrastructure improvements within the project vicinity.
3. DPW's ability to serve the project.
4. Any project related offsite sewer main improvements.

Attached are two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

First Light
Attn: Jonathan Rovillard
14 Resilient Circle
Brunswick, ME 04011

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

Mr. Rovillard:

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for First Light's ability to serve at the attached locations within the West Bayside area in Portland Maine. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
  - Construction of a 10-story mixed-use building consisting of 125 residential units (56 studio, 56 1-bedroom and 13 2-bedroom) totaling 119,610 SF of residential space and 4,500 SF of commercial use space.
- 163 Lancaster Street
  - Demolition of the eastern portion of the existing building currently "Genoa Healthcare" and "Downeast Laser Services" and accompanying parking lots.
  - Construction of a 10-story mixed-use building consisting of 142 residential units (64 studio, 64 1-bedroom and 14 2-bedroom) totaling 135,190 SF of residential space and 2,500 SF of commercial use space.
- 195 Lancaster Street
  - Demolition of the existing retail building, currently "Two Fat Cats Bakery".
  - Construction of a 5-story mixed-use building consisting of 59 residential units (26 studio, 26 1-bedroom and 6 2-bedroom) totaling 27,450 SF of residential space and 6,500 SF of commercial use space.
- 196 Lancaster Street
  - Demolition of the existing commercial business building, currently "Complete Labor & Staffing" and accompanying parking lots.
  - Construction of an 8-story mixed-use building consisting of 111 residential units (50 studio, 50 1-bedroom and 11 2-bedroom) totaling 86,320 SF of residential space and 5,000 SF of commercial use space.

- 60 Elm Street

- Demolition of existing parking lot.
- Construction of a 10-story SF mixed-use building consisting of 85 residential units (38 studio, 38 1-bedroom and 8 2-bedroom) totaling 62,690 SF of residential space and 1,500 SF of commercial use space.

- 79-89 Elm Street
  - Demolition of the existing parking lot.
  - Construction of an 8-story SF mixed-use building consisting of 201 affordable residential units (91 studio, 91 1-bedroom and 20 2-bedroom) totaling 195,404 SF of residential space and 4,500 SF of commercial use space.
- 235 Oxford Street
  - Demolition of the existing commercial building currently "Am-At-Uer Service Shop" as well as the existing medical service building "Care Partners" and accompanying parking lots.
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Existing to Remain	-	-	-	-	180,500	-	-	-
Total	**804**	**362**	**362**	**80**	**209,000**	**693,692**	**87,630**	**722,192**

On behalf of the client, we are requesting the following information:

1. Additional information, such as utility mapping within the proposed development area along Preble Street, Elm Street, Cedar Street, Chestnut Street, Lancaster Street, Kennebec Street and Oxford Street.
2. Alternative connection locations from the property to the existing communication system.
3. First Light's proposed infrastructure improvements within the project vicinity.
4. First Light's ability to serve the project.

I have attached two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Portland Water District
Attn: MEANS Department
225 Douglass Street
Portland, Maine 04104

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

To whom it may concern:

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for PWD's ability to serve at the attached locations within the West Bayside area in Portland Maine. The area of interest is currently populated by multiple structures which are being served by PWD. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
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  - Construction of a 10-story mixed-use building consisting of 142 residential units (64 studio, 64 1-bedroom and 14 2-bedroom) totaling 135,190 SF of residential space and 2,500 SF of commercial use space.
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    - Demolition of the existing commercial business building, currently "Complete Labor & Staffing" and accompanying parking lots.
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        - This building will contribute approximately 36,180 GPD of flow from residential units to the existing storm sewer systems.
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Total	**804**	**362**	**362**	**80**	**141,720***	**209,000**	**693,692**	**87,630**	**722,192**

Design flows were calculated based on the State of Maine Subsurface Wastewater Disposal Rules, Chapter 241, Section 4, Table 4A "Design Flows for Single Family Dwelling Units". *Design flows for commercial spaces are not included in the estimation as specific uses are to be determined at a later date.

On behalf of the client, we are requesting the following information:

1. Any additional information, such as utility mapping within the proposed development area along Preble Street, Elm Street, Cedar Street, Chestnut Street, Lancaster Street, Kennebec Street and Oxford Street.
2. PWD's proposed infrastructure improvements within the project vicinity.
3. Flow data for adjacent hydrants.
4. PWD's ability to serve the project.
5. Any project related offsite water main improvements.

Attached are two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Unitil Service Corp.
Attn: Scott Carpenter
1075 Forest Avenue
Portland, Maine 04103

December 20, 2022

Subject: West Bayside Master Development Plan, Portland, Maine
Re: Ability to Serve

Dear Mr. Carpenter:

On behalf of West Bayside Partners, LLC and Port Property, Acorn Engineering, Inc. (Acorn) is pleased to submit the following request for Unitil's ability to serve at the attached locations within the West Bayside area in Portland Maine. The area of interest is currently populated by multiple structures which are being served by Unitil. The proposed Master Development Plan will include construction and demolition at the following properties:

- 149 Lancaster Street
  - Demolition of existing parking lot.
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Total	**804**	**362**	**362**	**80**	**209,000**	**693,692**	**87,630**	**722,192**

On behalf of the client, we are requesting the following information:

1. Additional information, such as utility mapping within the proposed development area along Preble Street, Elm Street, Cedar Street, Chestnut Street, Lancaster Street, Kennebec Street and Oxford Street.
2. Confirmation of any existing building service tap location & size.
3. Unitil's proposed infrastructure improvements within the project vicinity.
4. Unitil's ability to serve the project.
5. Any project related offsite main improvements.

Attached are two Topographic Surveys of the bayside parcels, prepared by Owen Haskell, Inc, dated 12/8/22 to facilitate your review, as well as a preliminary utility plan developed by our office. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Mike Triglione, EI
Project Engineer
Acorn Engineering, Inc.

www.vhb.com

February 3, 2023
Resubmitted April 12, 2023

Mr. Zachary Powell
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Application for Traffic Movement Permit
West Bayside Development
Portland, Maine

Dear Zachary,

On behalf of West Bayside Partners, LLC (applicant), VHB is pleased to submit this Traffic Movement Permit Application for a mixed-use phased development located on Lancaster Street and Elm Street in Portland.

We have attached the following information in support of this application:

- Sections 1-6
- Signed Application Form
- Notice of Intent to File
- List of Abutters
- $500 application fee

We look forward to scheduling a Scoping Meeting in the near future.

Very truly yours,

Jennifer Conley, PE, PTOE
Director, Transportation Systems
Jconley@vhb.com

Engineers | Scientists | Planners | Designers

500 Southborough Drive
Suite 105B
South Portland, Maine 04106
P 207.889.3150
F 207.253.5596

Table of Contents

Traffic Movement Permit Application

Notice of Intent to File

Abutters List

Section 1

Attachment 1A

Attachment 1B

Attachment 1C

Attachment 1D

Section 2

Attachment 2

Section 3

Attachment 3

Section 4

Attachment 4

Section 5

Section 6

Department of Transportation
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-624-3600

FOR MDOT USE
ID #

Total Fees:

Date: Received

****

PERMIT APPLICATION - TRAFFIC
TRAFFIC MOVEMENT PERMIT, 23 M.R.S.A. § 704 - A

Please type or print:

This application is for:

Traffic 100-200 PCE's	____
Traffic 100-200 PCE's (Expedited)	____
Traffic 200+ PCE's	_X_

Name of Applicant: West Bayside Partners, LLC

Address: 82 Hanover Street, Suite 5, Portland, ME 04101 Telephone: 207-761-0832

Name of local contact or agent: Michael Barton

Address: 82 Hanover Street, Suite 5, Portland, ME 04101 Telephone: 207-761-0832

Name and type of development: The development consists of 215 multi family housing units, 201 affordable housing units, 6,000 sf retail, 2,000 sf coffee shop, and 6,000 sf restaurant

Location of development including road, street, or nearest route number: The site is bounded by Preble Street to the southwest, Lancaster Street to the northwest, Cedar Street and Elm Street to the northeast, Cumberland and Oxford Street to the southeast.

City/~~Town/Plantation~~: Portland, County: Cumberland, Tax Map # 033, Lot # G003, G006, H005-7, H0018, M012001, M004001

Do you want a consolidated review with DEP pursuant to 23 M.R.S.A. § 704-A (7)? Yes ____ No __X__

Was this development started prior to obtaining a traffic permit? No

Is the project located in an area designated as a growth area (as defined in M.R.S.A. title 30 - A, chapter 187)? Yes ____ No _____

Is this project located within a compact area of an urban compact municipality? Yes __X__ No _____

Is this development or any portion of the site currently subject to state or municipal enforcement action? None Known

Existing DEP or MDOT permit number (if applicable): None Known

Name(s) of DOT staff person(s) contacted concerning this application: _____

Name(s) of DOT staff person(s) present at the scoping meeting for 200+ applications: N/A

CERTIFICATION

The traffic engineer responsible for preparing this application and/or attaching pertinent site and traffic information hereto, by signing below, certifies that the application for traffic approval is complete and accurate to the best of his/her knowledge.

Signature: _____ Re/Cert/Lic No.: Maine PE #15652

Name (print): Jennifer Conley

Date: March 24, 2023



If the signature below is not the applicant's signature, attach letter of agent authorization signed by applicant.

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

_____ 03/25/2023

Signature of applicant Date

NOTICE OF INTENT TO FILE
Traffic Movement Permit

Please take notice that

West Bayside Partners, LLC
82 Hanover Street, Suite 5
Portland, ME 04101

is intending to file a Traffic Movement Permit application with the City of Portland, who has delegated review authority to administer the application, pursuant to the provisions of 23 M.R.S.A. § 704 – A on or about February 3, 2023 resubmitted on March 24, 2023.

The application is for the development of 215 multi family housing units, 201 affordable housing units, and 14,000 sf of commercial space comprising of retail, restaurant, and a coffee shop. The project is forecast to generate 340 and 349 AM and PM weekday peak hour trip ends respectively based on ITE Trip Generation, 11th edition. Each of the uses described are anticipated to be constructed in 2025 and occupied in 2026.

at the following location:

The site is bounded by Preble Street to the southwest, Lancaster Street to the northwest, Cedar Street and Elm Street to the northeast, Cumberland Avenue and Oxford Street to the southeast.

Any interested party may request in writing to participate in the City of Portland scoping meeting for the subject project no later than 20 days after the application is found by the City to be complete and is accepted for processing. Requests shall be sent to the State Traffic Engineer, 16 State House Station, Augusta, ME 04333. Public comments on the application pertaining to either congestion or safety will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Transportation Region office in Scarborough (Region 1) during normal working hours. Addresses may be found at the following website: https://www.maine.gov/mdot/about/regions/ A copy of the application may also be seen at the municipal offices in Portland, Maine.

Written public comments concerning congestion or safety only, may be sent to the following address: Attention Zachary Powell, City of Portland, 389 Congress Street, Portland, ME 04101.



Jennifer Conley, PE, PTOE
VHB, Inc.

Parcel ID	Address	Owner	Owners Mailing Address
034 I001000	125 KENNEBEC STREET	125 KENNEBEC STREET CONDO	125 KENNEBEC STREET, PORTLAND, ME, 04101
034 I001001	125 KENNEBEC STREET	PORTLAND ARCITECTURAL SALVAGE INC	125 KENNEBEC STREET, PORTLAND, ME, 04101
034 I001002	125 KENNEBEC STREET	PD2 LLC	6 PHANTOM FARM RD, CAPE ELIZABETH, ME, 04107
025 E001001	71 KENNEBEC STREET	HOWLES CORPORATION	PO BOX 938, PORTLAND, ME, 04104
025 C002001	53 KENNEBEC STREET	HOWLES CORPORATION	PO BOX 938, PORTLAND, ME, 04104
025 D008001	145 LANCASTER STREET	PERRY E IRON & METAL CO	115 LANCASTER ST, PORTLAND, ME, 04101
026 E004504	75 CHESTNUT STREET	75 CHESTNUT STREET OWNER LLC	220 BROADWAY # 302, LYNNFIELD, MA, 01940
026 A001001	158 LANCASTER STREET	BAYSIDE II LLC	ONE CANAL PLAZA, PORTLAND, ME, 04101
033 H008001	178 LANCASTER STREET	BAYSIDE II LLC	ONE CANAL PLAZA, PORTLAND, ME, 04101
033 H009001	50 CEDAR STREET	BAYSIDE IV LLC	ONE CANAL PLAZA STE 500, PORTLAND, ME, 04101
033 H010001	48 CEDAR STREET	BAYSIDE II LLC	PO BOX 266, CAPRE ELIZABETH, ME, 04107
033 H011001	44 CEDAR STREET	LABRECK AMELIA A	87 MUNJOY ST, PORTLAND, ME, 04101
033 H012001	40 CEDAR STREET	BAYSIDE II LLC	PO BOX 266, CAPRE ELIZABETH, ME, 04107
033 H013001	36 CEDAR STREET	BAYSIDE II LLC	ONE CANAL PLAZA, PORTLAND, ME, 04101
033 H016001	215 OXFORD STREET	NOWLIN DAVID B	360 PLEASANT HILL RD, SCARBOROUGH, ME, 04074
033 N009001	18 CEDAR STREET	SALVATION ARMY THE	88 PREBLE ST, PORTLAND, ME, 04101
033 N003001	220 OXFORD STREET	AVESTA HOUSING DEVELOPMENT CORPORATION	307 CUMBERLAND AVE, PORTLAND, ME, 04101
033 N001001	67 ELM STREET	AVESTA HOUSING DEVELOPMENT CORPORATION	307 CUMBERLAND AVE, PORTLAND, ME, 04101
033 N002001	65 ELM STREET	AVESTA HOUSING DEVELOPMENT CORPORATION	307 CUMBERLAND AVE, PORTLAND, ME, 04101
033 N004001	61 ELM STREET	AVESTA HOUSING DEVELOPMENT CORPORATION	307 CUMBERLAND AVE, PORTLAND, ME, 04101
033 N006001	55 ELM STREET	AVESTA HOUSING DEVELOPMENT CORPORATION	307 CUMBERLAND AVE, PORTLAND, ME, 04101
033 N018001	307 CUMBERLAND AVE	AVESTA HOUSING DEVELOPMENT CORPORATION	307 CUMBERLAND AVE, PORTLAND, ME, 04101
027 A001001	320 CUMBERLAND AVE	EAST END CORP	PO BOX 10291, PORTLAND, ME, 04104
037 F020001	38 PREBLE STREET	PREBLE STREET	38 PREBLE ST, PORTLAND, ME, 04101
033 K010001	331 CUMBERLAND AVE	YOUTH AND FAMILY OUTREACH	331 CUMBERLAND AVE, PORTLAND, ME, 04101
033 L004001	9 PORTLAND STREET	PREBLE STREET RESOURCE CENTER INC	331 CUMBERLAND AVE, PORTLAND, ME, 04101
033 D015001	74 PREBLE STREET	SALVATION ARMY THE	88 PREBLE ST, PORTLAND, ME, 04101
033 D006001	98 PREBLE STREET	SALVATION ARMY THE	88 PREBLE ST, PORTLAND, ME, 04101
033 O002001	106 PREBLE STREET	114 PREBLE BLOCK LLC	PO BOX 779, PORTLAND, ME, 04104
033 O001001	114 PREBLE STREET	114 PREBLE BLOCK LLC	PO BOX 779, PORTLAND, ME, 04104
033 O004001	120 PREBLE STREET	114 PREBLE BLOCK LLC	PO BOX 779, PORTLAND, ME, 04104
033 O003001	75 ALDER STREET	STATE OF MAINE	16 STATE HOUSE STATION, AUGUSTA, ME, 04330
034 K004001	101 HANOVER STREET	KENNEBEC KROSSING LLC	PO BOX 779, PORTLAND, ME, 04104
027 B001001	284 CUMBERLAND AVE	CITY OF PORTLAND	389 CONGRESS ST, PORTLAND, ME, 04101
026 B012001	31 CEDAR STREET	197 OXFORD STREET LLC	82 HANOVER ST, PORTLAND, ME 04101
026 B014001	33 CEDAR STREET	BENNISON MARY LEE	33 CEDAR ST, PORTLAND, ME 04101
026 B004001	4 HALL COURT	197 OXFORD STREET LLC	82 HANOVER ST, PORTLAND, ME 04101
026 B001001	39 CEDAR STREET	HYDE ROBERT	39 CEDAR ST, PORTLAND, ME 04101
026 A009001	45 CEDAR STREET	AMES PETER P & ALICE D JTS	69 ROCK RIDGE RUN, CUMBERLAND, ME 04021
026 A011001	47 CEDAR STREET	HALL JAMES W & SARAH E MICHNIEWICZ JTS	47 CEDAR ST, PORTLAND, ME 04101
026 A001001	158 LANCASTER STREET	WBP COMMERCIAL LLC	82 HANOVER ST, PORTLAND, ME 04101

West Bayside Development

Traffic Movement Permit (Phase 1 & 2)

PREPARED FOR

West Bayside Partners, LLC
82 Hanover Street, Suite 5
Portland, ME 04101

PREPARED BY

500 Southborough Drive
Suite 105B
South Portland, ME 04106-6928

April 12, 2023

1

Section 1: Site and Traffic Information

1.A Site Description and Site Plan

The site is located on multiple streets in the West Bayside neighborhood including Preble Street, Elm Street, Lancaster Street, and Oxford Street in Portland, Maine. Existing space to be developed includes predominately surface lots and a few existing buildings. The site is identified on the following City Parcels:

- 196 Lancaster Street – 033 G003, G006 (Phase 1)
- 89 Elm Street – 033 H018, H005, H006, H007 (Phase 1)
- 60 Elm Street – 033 M012001 (Phase 2)
- 315 Cumberland Avenue – 033 M004001 (Existing Garage)

The site and boundary surveys, and proposed site plan are included in Attachment 1A.

1.B Existing and Proposed Site Uses

The following describes the existing and proposed uses:

Existing Uses

196 Lancaster Street is currently being used as a 4,250 sf office building. 89 and 60 Elm Street are currently surface parking lots. The Portland Public Market Garage is a seven-level, 595-space parking structure. Vehicular access to and from the garage is provided on both Preble Street and Elm Street.

Proposed Site Uses

The Project consists of a mixed-use two-phase redevelopment of four sites. The following presents the land use program by phase.

Phase 1

› 130 Multi-family housing units
› 201 Affordable housing units
› 4,000 sf general retail

- 2,000 sf coffee shop
- 6,000 sf restaurant

Phase 2

- 85 Multi-family housing units
- 2,000 sf general retail

The existing 595 space Portland Public Market Garage will provide parking for these uses since it is controlled by the developer and is largely vacant. As it does today, the parking garage will continue to have access/egress on both Preble Street and Elm Street. A detailed site plan for 89 Elm Street and a master site plan level for 196 Lancaster Street and 60 Elm Street is provided in Attachment 1A. Parking allocated by site is presented in Table 1.

Table 1 Vehicle Parking Allocation in the Portland Public Market Garage

Site Location	Number of Parking Spaces Allocated
Phase 1	
196 Lancaster Street	73
89 Elm Street	40
Phase 2	
60 Elm Street	56
Total	**169**

1.C Regional Mapping

Site location maps showing the development area is included in Attachment 1A.

The site is bounded by Preble Street to the southwest, Lancaster Street to the northwest, Cedar Street and Elm Street to the northeast, Cumberland Avenue and Oxford Street to the southeast.

1.D Proposed Uses in the Study Area

Projects that have been approved but are not yet occupied as well as projects that have applied for approval are required to be included in the predevelopment traffic volumes. A mapping of locations of these projects is provided in Attachment 1C.

- 385 Congress Street (Mixed-Use Development) (PL001970-2022) This mixed-use development is approved and not yet constructed. A minimal number of trips may pass near the West Bayside proposed development.
- 477-481 Congress Street (PL-01003-2021) This project is a redevelopment of the existing building at 477 Congress Street into a 186-room hotel with retail space, restaurant, rooftop bar, and associated hotel amenities. The site was previously used as an office and retail and a revised trip generation was reviewed by the City and found that the expected AM peak hour traffic will not change while the PM peak hour traffic reduces from the previous use on the site.

- 29 Marginal Way (PL-01879-2021) 29 Marginal Way is a multi-tenant commercial site with a total of six commercial buildings. The re-development of this site has been constructed and has been occupied.
- 343 Cumberland Street (PL-002095-2022) This project combines two existing facilities within 500' of each other and is not expected to increase traffic on the adjacent roadway network.

1.E Trip Generation

Trip generation estimates for the Project are based on the Institute of Transportation Engineers (ITE) publication, Trip Generation, 11th Edition. The ITE Trip Generation Manual categorizes various land uses and provides weekday daily, weekday morning peak hour, and weekday evening peak hour unadjusted vehicle trip generation estimates for each use. Trip generation estimates for the proposed uses were projected using data published in the ITE Trip Generation Manual based on the metrics and land use codes presented in Table 2.

Table 2 Project Program & ITE Land Use Codes

Land Use	Size	Land Use Code	
Multi-family housing	215 units	221	Multifamily Housing (Mid-Rise)
Affordable housing	201 units	223	Affordable Housing
General retail	6,000 sf	822	Strip Retail Plaza (<40k)
Coffee shop	2,000 sf	936*	Coffee/Donut Shop without drive through window
Restaurant	6,000 sf	932	High-Turnover (Sit-Down)

Source: ITE Trip Generation 11th Edition

* AM peak hour is based on trip generation for coffee shop as included in 52 Hanover Street TMP

Site trip generation for the proposed coffee shop is developed based upon methodology used for the approved 52 Hanover Street development in Portland, Maine by using count data taken at an existing neighborhood coffee shop at the intersection of Congress Street and Atlantic Street. Table 3 below summarizes the results of from the 52 Hanover Street traffic movement permit.

Table 3 Trip Generation Neighborhood Coffee Shop

Land Use	Entering Trips		Exiting Trips		Total Trips	
	Pedestrian Trips	Vehicle Trips	Pedestrian Trips	Vehicle Trips	Pedestrian Trips	Vehicle Trips
8:00 to 8:15 AM	7	1	7	1	14	2
8:15 to 8:30 AM	5	2	3	2	8	4
8:30 to 8:45 AM	9	2	7	2	16	4
8:45 to 9:00 AM	12	3	8	2	20	5
9:00 to 9:15 AM	8	1	10	2	18	3
9:15 to 9:30 AM	4	1	6	1	10	2
Peak Hour (8:30 – 9:30) Total	**33**	**7**	**31**	**7**	**64**	**14**

Source: AM peak hour is based on trip generation for coffee shop as included in 52 Hanover Street TMP

The existing coffee shop generates far fewer vehicle trips than pedestrian trips during the AM peak hour. For the analysis, we have included the pedestrian and vehicular trips into our total trip count listed below.

The unadjusted ITE vehicle trip generation was calculated for the weekday AM and PM peak hours for the remainder of the land uses on site as presented in Table 4. Trip generation calculations are provided in Attachment 1D.

Table 4 Total Unadjusted Trips

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Multi-family housing	19	64	83	51	33	84
Affordable housing	29	72	101	54	38	92
General retail	12	8	21	27	27	54
Restaurant	31	26	57	33	21	54
Coffee shop*	40	38	78	33	33	65
Total	**132**	**208**	**340**	**198**	**151**	**349**

Source: ITE Trip Generation 11th Edition

*AM peak hour is based on trip generation for coffee shop as included in 52 Hanover Street TMP

Internal Capture

As a multi-use development, the trip generation characteristics of the Project will be different from single-use sites. Some of the traffic to be generated by the Project will be contained among the components of the site as "internal" or "shared vehicle" trips. This concept means that some patrons could visit more than one of the uses on the Project Site. For example, apartment residents may also patronize the site's retail and restaurant spaces.

While these shared trips represent new traffic to the individual uses, they would not correspond to new vehicle trips on the surrounding roadway network.

As described in the ITE Trip Generation Handbook, *"because of the complementary nature of these land uses, some trips are made among the on-site uses. This capture of trips internal to the Development Site has the net effect of reducing vehicle trip generation between the overall Development Site and the external street system (compared to the total number of trips generated by comparable land uses developed individually on stand-alone sites) an internal capture rate can generally be defined as the percentage of total person trips generated by a site that are made entirely within the Development Site. The trip origin, destination, and travel path are all within the site."*

Because this site is not contiguous, internal capture has been determined at the building level rather than site level. Credit is taken only for trips that would occur between uses in the same building. The internal capture adjustment calculations are presented in Attachment 1D. The internal and external trips are presented in Table 5 and Table 6.

Table 5 Internal Capture Adjustment – AM Peak Hour

	Total Trips			Internal Trips			Net External Trips
	Retail	Restaurant	Residential	Retail	Restaurant	Residential	
196 Lancaster							
Enter	--	61	12	--	8	1	64
Exit	--	55	39	--	1	8	85
89 Elm							
Enter	8	10	29	2	3	1	41
Exit	5	9	72	2	1	3	80
60 Elm							
Enter	4	--	8	0	--	0	12
Exit	3	--	25	0	--	0	28
TOTAL	**20**	**135**	**185**	**4**	**13**	**13**	**310**

Table 6 Internal Capture Adjustment – PM Peak Hour

	Total Trips			Internal Trips			Net External Trips
	Retail	Restaurant	Residential	Retail	Restaurant	Residential	
196 Lancaster							
Enter	--	55	31	--	4	5	77
Exit	--	47	20	--	5	4	58
89 Elm							
Enter	18	11	54	5	5	6	67
Exit	18	7	38	8	4	4	47
60 Elm							
Enter	9	--	20	1	--	2	26
Exit	9	--	13	2	--	1	19
TOTAL	**54**	**120**	**176**	**16**	**18**	**22**	**294**

1.F Trip Distribution

To determine the likely travel patterns of trips to the redevelopment area, the US Census Journey to Work data was consulted. Based on this data, most Portland residents work in either Portland or points to the north and south along the interstate. The distribution of these Portland resident work trips is presented in Table 7. The likely travel patterns to and from the redevelopment area are illustrated to follow these same patterns.

Table 7 Trip Distribution Percentages for Residents

Route	Proposed Distribution[1]
I-295 points north	28%
I-95 points north	7%
26/100 points north/west	9%
302 points north/west	8%
25 points west	2%
I-295 points south	41%
Marginal Way	1%
Casco Bay Bridge points south	3%
High or State streets (local)	1%
Cumberland Ave (local)	1%

1: Trip distribution based on journey to work information sorted by Portland residence.

1.G Trip Assignment

Typically, some share of trips to coffee shops and restaurants are counted as pass-by trips. To be conservative, all vehicle trips are assumed to be 100% primary with reductions only for internal capture. With no pass-by trips, all vehicle trips are anticipated to start or end at the existing Portland Public Market Garage at Preble and Elm Streets. New vehicle trips were assigned based on the distribution in Table 7. The resulting trip assignment is shown in Attachment 1D.

Attachment 1A

Boundary Survey

Overall Site Plan

MATCH LINE SHT. 2

LANCASTER STREET EAST (50' WIDE)

PREBLE STREET (56.5' WIDE)

ELM STREET (49.5' WIDE)

CEDAR STREET (33' WIDE)

CHESTNUT STREET (49.5' WIDE)

OXFORD STREET (49.5' WIDE)

HALL COURT

PASSAGE

PORTLAND ST.

CUMBERLAND AVE.

196 LANCASTER STREET LLC
39779/232
28,591 S.F. ±
0.66 ACRES ±

89 ELM STREET LLC
39779/246
4,691 S.F. ±

89 ELM STREET LLC
39779/236
38,462 S.F. ±
0.88 ACRES ±

WBP COMMERCIAL LLC.
39779/227
38,301 S.F. ±
0.88 ACRES ±

73 ELM ST.
73 ELM STREET LLC
39779/234
14,879 S.F. ±
0.34 ACRES ±

60 ELM ST.
60 ELM STREET LLC
39779/230
11,535 S.F. ±
0.26 ACRES ±

62 ELM ST.
WBP COMMERCIAL LLC
39779/229
14,526 S.F. ±
0.33 ACRES ±

158 LANCASTER ST.
WBP COMMERCIAL LLC
39773/225
14,307 S.F. ±
0.33 ACRES ±

82 CHESTNUT ST.
WBP COMMERCIAL LLC
39779/221
3,442 S.F. ±
0.08 ACRES ±

78 CHESTNUT ST.
197 OXFORD STREET LLC
39779/243
12,721 S.F. ±
0.30 ACRES ±

193 OXFORD ST.
197 OXFORD STREET LLC
39779/239
11,550 S.F. ±
0.265 ACRES ±

31 CEDAR ST.
197 OXFORD STREET LLC
39779/241
3,674 S.F. ±
0.08 ACRES ±

LEGEND

- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- UTILITY POLE
- MANHOLE
- EM/GM ELECTRIC/GAS METER
- MB MAILBOX
- SIGN
- PM PARKING METER
- CATCH BASIN
- HYDRANT
- WATER VALVE OR SHUTOFF
- LIGHT POLE
- GAS VALVE
- DECIDUOUS TREE
- FENCE
- CURB
- OHW OVERHEAD WIRES
- UGE UNDERGROUND POWER
- W WATER LINE
- G GAS LINE
- T TELEPHONE
- SD STORM DRAIN
- SS SANITARY SEWER
- 100 1' CONTOUR
- IPF/IRF IRON PIPE/ROD FOUND
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK / PAGE
- TM TAX MAP–BLOCK–LOT
- CONC. CONCRETE

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 SURVEY HAS NOT PHYSICALLY LOCATION 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.

PLAN REFERENCES

ALTA/NSPS LAND TITLE SURVEYS, BAYSIDE I, LLC, BAYSIDE II, LLC, BAYSIDE III, LLC, BAYSIDE IV, LLC, CEDAR ST., LANCASTER ST. EAST, CHESTNUT ST., PREBLE ST. & OXOFRD ST., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BUSH–WATSON SEPT. 2022 BY OWEN HASKELL, INC.

GENERAL NOTES

1. OWNERS OF RECORD: AS NOTED ON PLAN
2. BEARINGS ARE BASED ON MAINE STATE GRID WEST ZONE PER COORDINATES ON CONTROL POINTS PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
3. ELEVATIONS BASED ON NGVD 1929. CITY BENCHMARK TBM 307 MDOT DISK "612–(1)–10 1983" IN CONCRETE BASE OF LIGHT POLE AT NORTHEAST CORNER ELM/SOMERSET ELEVATION = 9.02.
4. STREET LINES SHOWN ARE BASED ON MONUMENTATION FOUND AND TIES TO BUILDINGS PER SURVEYED BY E.C. JORDAN CO.
5. OWNERSHIP OF FENCES AND RETAINING WALLS ALONG PROPERTY LINES HAS NOT BEEN DETERMINED.

STATE OF MAINE
RANDY R. LOUBIER
2407
PROFESSIONAL LAND SURVEYOR

SCALE : 1" = 30'
0' 15' 30' 60'

Topographic Survey
Bayside Parcels
Lancaster, Preble, Elm, Cedar, Chestnut and Oxford Streets, Portland, Maine
Made for
Bush-Watson
188 State Street, 3rd Floor, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLW	DATE: DEC. 8, 2022	JOB NO. 2022-162 P	
CHECKED BY: RRL	SCALE: 1" = 30'	DRWG. NO. 1	

SPACE AND BULK STANDARDS		
ZONING DISTRICT: B3	REQUIRED	PROPOSED
MINIMUM LOT AREA	N/A	.86 AC
MINIMUM STREET FRONTAGE	15 FT	132 FT
MAX FRONT YARD SETBACK	5 FT	6.66 FT
MINIMUM FRONT YARD SETBACK (LANCASTER ST)	N/A	5 FT
MINIMUM REAR YARD SETBACK (OXFORD ST)	N/A	3.85 FT
MINIMUM SIDE YARD SETBACK	N/A	2.91 FT
MAX LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLICLY ACCESSIBLE WAY	30 FT, EXCEPT 15 FT WITH PAD OVERLAY	< 30 FT
MAXIMUM BUILDING HEIGHT	80'*	< 80 FT

* PER THE BAYSIDE HEIGHT OVERLAY PLUS THE ADDITIONAL 25' FOR AFFORDABILITY IN SECTION 18

SPACE AND BULK STANDARDS		
ZONING DISTRICT: R6	REQUIRED	PROPOSED
MINIMUM LOT AREA	2,000 SF	.86 AC
MINIMUM STREET FRONTAGE	20 FT	132 FT
MINIMUM FRONT YARD SETBACK (LANCASTER ST)	5 FT	6.66 FT
MINIMUM REAR YARD SETBACK (OXFORD ST)	10 FT	10.88 FT
MINIMUM SIDE YARD SETBACK	5 FT	5.09 FT
LOT WIDTH	20 FT	89.51 FT
MAXIMUM BUILDING HEIGHT	45 FT	< 45'
STEPBACK	ADDITIONAL 5' SETBACK ABOVE 35'	–

GENERAL NOTES:
1. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
2. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE
3. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
5. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
6. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

REFERENCES:

1. PLAN REFERENCE
   1.1. PLAN TITLED "TOPOGRAPHIC SURVEY" PREPARED BY OWEN HASKELL, INC. DATED DECEMBER 8TH, 2022

LEGEND:
- PROPERTY LINE
- SETBACK LINE
- FLUSH GRANITE CURB
- VERTICAL GRANITE CURB

20 0 20 40
SCALE: 1" = 20'

PROPOSED MODIFICATION OF CURBLINE WITH VERTICAL GRANITE CURB PER DETAIL
PROPOSED STREET TREE PER DETAIL AND LA, TYP.
PROPOSED CURB EXTENSION, CROSSWALK, AND DETECTABLE PAD
EXISTING CURB, CROSSWALK, AND DETECTABLE PAD
PROPOSED PATIO PER LA
ZONE B7
ZONE B3
ZONE R6
ZONING DISTRICT BOUNDARY, TYP.
LANCASTER STREET
PROPOSED REINFORCED CONCRETE SIDEWALK
EXISTING CURB CUT TO REMAIN AND BE MODIFIED
CANOPY ABOVE, TYP.
PROPOSED SEAT WALL PER LA
EXISTING PARKING LOT TO REMAIN
SPRINKLER ROOM
RETAIL SPACE
RETAIL SPACE
EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED PER DETAIL
56 CEDAR STREET
CURB CUT TO BE CLOSED
LOBBY
MECHANICAL ROOM
PROPOSED PROPERTY LINE, TYP.
EXISTING LIGHT POLE TO REMAIN, TYP.
BIKE STORAGE
MAIL/PACKAGES
PROPOSED RETAINING WALL AND GUARDRAIL/FENCE PER STRUCTURAL ENGINEER
EX. RETAINING WALL TO REMAIN WITH MODIFICATIONS AS SHOWN
MECHANICAL AND ELECTRICAL ROOM WITH FUTURE EV AND SOLAR PROVISIONS
SETBACK LINE, TYP.
COMMUNITY ROOM
STORAGE/ LAUNDRY
PR. LOCATION OF 9'X9' PADMOUNT TRANSFORMER
50 CEDAR STREET
EXISTING PARKING AND CURB CUT TO REMAIN
EXISTING HOME TO REMAIN
PROPOSED BUILDING: 89 ELM STREET 3 RETAIL UNITS 201 RESIDENTIAL UNITS
PROPOSED WOOD GUARDRAIL PER DETAIL
PR. PAVEMENT
N/F AMELIA A. LABRECK 37970/11
ELM STREET (ONE-WAY)
EX. STREET TREES TO REMAIN, TYP.
HALL COURT
EXISTING GRANITE CURB ALONG ELM STREET TO REMAIN. IF DISTURBANCE OCCURS DURING CONSTRUCTION, RESET PER DETAIL
2ND STORY
12 PARKING STALLS TO BE STRIPED
EXISTING PARKING LOT TO REMAIN
TM 26-B-1 N/F ROBERT HYDE 27470/68
TM 26-B-2,3 N/F ALBERT BRESETTE
CEDAR STREET (ONE-WAY)
46 CEDAR STREET
PROPOSED DRIVEWAY AND MODIFIED CURB CUT
PR. STAIRS AND RAMP WITH RAILINGS
SEAT WALL OR CURB AND DECORATIVE RAILING AT ELM STREET ENTRY, TYP. OF 3
PROPOSED RESURFACED PARKING LOT
PROPOSED 22' WIDE ACCESS AND UTILITY EASEMENT
PR. LOCATION OF SOLID WASTE
TM 26-B-14 N/F MARY LEE BENNISON 27956/297
6' SIDEWALK PER DETAIL
EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED PER DETAIL
PR. MULCH AND SHRUBS
REFER TO LANDSCAPE ARCHITECTURE PLANS FOR PROPOSED PLANTING, TYP.
RESIDENTIAL
3RD STORY
TM 33-H-16,17 N/F DAVID B. NOWLIN 25148/336
PR. RETAINING WALL
EXISTING OVERHEAD UTILITIES TO BE REROUTED, SEE SHEET C-20
RETAIL SPACE
OXFORD STREET LLC 39779/241 3,674 S.F. ±
2-1/2 STORY WOOD FRAME
1 STORY BRICK
EXISTING TREE TO BE REMOVED
EXISTING LIGHT POLE AND OVERHEAD WIRES TO BE REMOVED AND REROUTED
ABUTTER'S CURB CUT TO REMAIN
TEMP. CONSTRUCTION SIGNAGE AND TRAFFIC CONTROL PLAN TO BE DEVELOPED BY CONTRACTOR AND SUBMITTED TO CITY PRIOR TO CONSTRUCTION
OXFORD STREET (ONE-WAY)
196 LANCASTER STREET LLC 39779/232
3 STORY CONCRETE
WBP COMMERCIAL LLC. 39779/227 38,301 S.F. ± 0.88 ACRES ±
TM 26-A-12 N/F JAMES W. HALL SARAH MICHNIEWICZ 23909/341
TM 26-A-11 N/F ROBERT HYDE 27470/68
TM 26-A-8 N/F ALBERT BRESETTE 7951/275
9.34
10.37
27.32'
5.09'
10.18'
24'
89.51
22'
10.36'
14.78'
2.91'
0.33'
8.92'
100.08'
R10'
R15'
16'

PRELIMINARY
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
CONCEPT	WHS 8/4/22
PRELIM SITE	SJL 2/13/23

DRAWING NAME: SITE PLAN
PROJECT NAME: 89 ELM STREET REDEVELOPMENT – PORTLAND
CLIENT: TOM WATSON & CO., LLC 188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED MODIFICATIONS OR, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 MILK STREET, SUITE 04104
PO BOX 3472 PORTLAND, ME 04104
(207) 775-2655

FILE:	1192.2_CIVIL
JN:	1192.2
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	DNM
CHECKED BY:	WHS

STATE OF MAINE
SAMUEL J. LEBEL
10509
LICENSED PROFESSIONAL ENGINEER
2/13/23

DRAWING NO.
C-10

REFERENCES:

1. EXISTING CONDITIONS PROVIDED BY "TOPOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBLE, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE" PREPARED FOR BUSH WATSON DATED DECEMBER 6, 2022 BY OWEN HASKELL, INC.UTILITY INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT MAPPING, UNITIL MAPPING, AND THE CITY OF PORTLAND GIS DATA CATALOG.
2. ADDITIONAL EXISTING INFORMATION FROM CAD FILE PROVIDED BY OWEN HASKELL, INC. OF "BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE" DATED SEPTEMBER 28, 2015.

SPACE AND BULK STANDARDS

ZONING DISTRICT	DOWNTOWN BUSINESS (B3)	MIXED DEVELOPMENT (B7)	RESIDENTIAL (R6)
MINIMUM LOT AREA	N/A	N/A	VARIES
MINIMUM STREET FRONTAGE	15 FT	N/A	20 FT
MAX FRONT YARD SETBACK	5 FT	10 FT	N/A
MINIMUM FRONT YARD SETBACK	N/A	N/A	5 FT
MINIMUM REAR YARD SETBACK	N/A	N/A	10 FT
MINIMUM SIDE YARD SETBACK	N/A	N/A	5 FT
LOT WIDTH	N/A	N/A	20 FT
MINIMUM LENGTH OF BUILDING WALL AT MAX SETBACK	N/A	75% OF STREET FRONTAGE OR 25% OF BUILDING PERIMETER	N/A
LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLICLY ACCESSIBLE WAY	30 FT, EXCEPT 15 FT WITH PAD OVERLAY	N/A	N/A
FLOOR AREA	NONE, EXCEPT 15,000 SF FOR EACH FLOOR ABOVE 125 FT		
MAXIMUM BUILDING HEIGHT	PER DOWNTOWN AND BAYSIDE OVERLAY MAPS	PER BAYSIDE OVERLAY MAP	45 FT
LOT COVERAGE (MAX)	N/A*	N/A	60%
LANDSCAPED OPEN SPACE RATIO	N/A	N/A	20%
*MAX 25% OF LOT AREA FOR PORTIONS OF STRUCTURES EXCEEDING 125 FEET IN HEIGHT			

LEGEND:

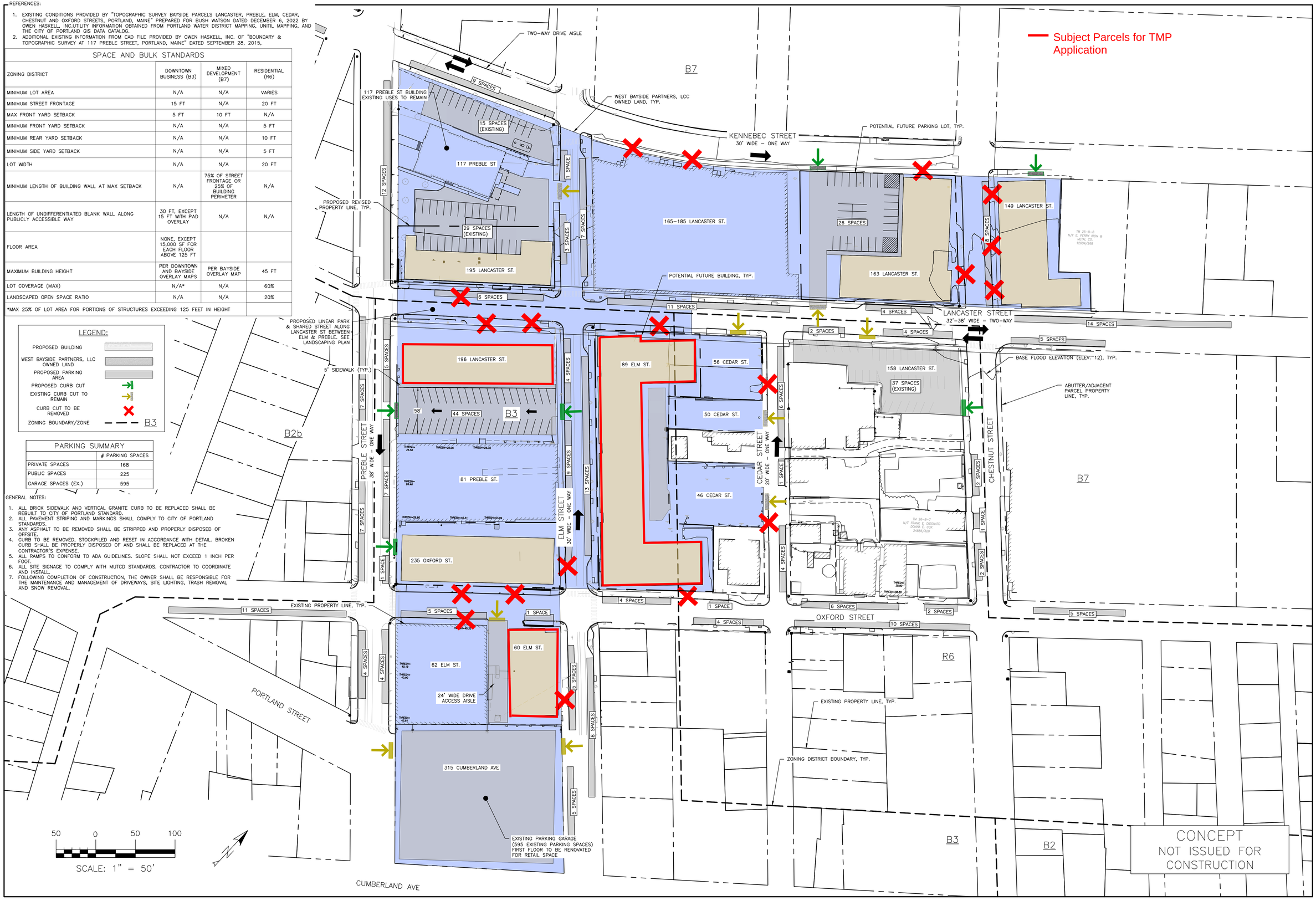
- PROPOSED BUILDING
- WEST BAYSIDE PARTNERS, LLC OWNED LAND
- PROPOSED PARKING AREA
- PROPOSED CURB CUT
- EXISTING CURB CUT TO REMAIN
- CURB CUT TO BE REMOVED
- ZONING BOUNDARY/ZONE — B3

PARKING SUMMARY

	# PARKING SPACES
PRIVATE SPACES	168
PUBLIC SPACES	225
GARAGE SPACES (EX.)	595

GENERAL NOTES:

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.



ISSUED FOR	BY	DATE
MASTER DEVELOPMENT PLAN	WHS	12/23/22
TMP	WHS	2/2/23

DRAWING NAME: MASTER SITE PLAN

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ALL PLANS, NOTES, AND DETAILS CONTAINED IN THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THESE PLANS WITHOUT THE WRITTEN PERMISSION OF ACORN ENGINEERING, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
CIVIL ENGINEERING
PO BOX 3422 PORTLAND, MAINE 04104
(207) 775-2655

FILE:	1093.13_CIVIL
JN:	1093.13
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE — WILLIAM H. SAVAGE — 11419 — 2/2/2023 — LICENSED PROFESSIONAL ENGINEER

DRAWING NO. C-10


ELEVATION=16.25
BIKE
ZONE B-7
ZONE B-3
RETAIL
1,156 SF
RESIDENTIAL
LOBBY
VEST
PACKAGE
FCC
ELEC
WATER
/ FP
T/D
TRASH
BIKE
STORAGE
VEST
RETAIL
4,521 SF
+17.1
+17.3
+17.9
+35
+21.8
+23.5
+23.5
+23.5
+23.29
+24.28
+24.55
+25.05
20.1
38 90° / 34 75°
PARKING SPACES
269'
ZONE B-2B
ZONE B-3
(50.5' WIDE)
(49.5' WIDE)
STREET
89 ELM STREET LLC
36779/235

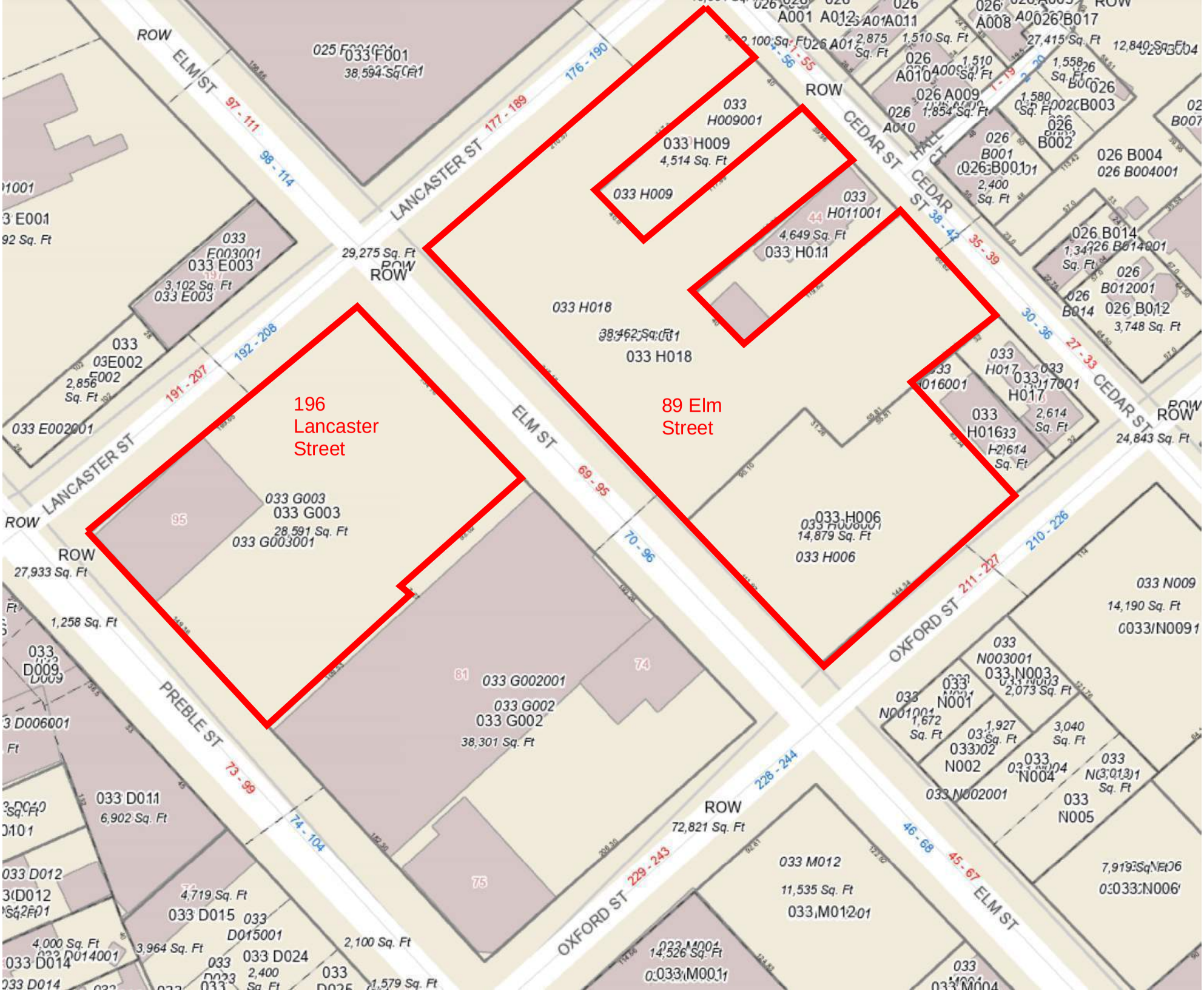
60 Elm Street

RELOCATE TRANSFORMER
CURRENT
+30.00
+32.00
+40.31
+53.99
+34.00
+36.00
+36.80
PATIO - 1,098 SF
+36.00
24.57'
18.33'
+LOADING
NEW
+34.80
THRESH= 29.91
THRESH= 30.73
TRASH
EMR
BIKE STORAGE
ELEC
WATER / FP
T/D
+34.80
AMENITY ABOVE
2,070 SF +45.40
RETAIL
3,246 SF
+37.58
RETAIL
3,242 SF
+42.75
RESIDENTIAL LOBBY
2,493 SF
+42.00
VEST
+42.00
235 OXFORD
ELEVATION=35.64
+37.58
+42.75
11.00'
OXFORD STRE
ELEVATION=46.56
+43.00
+45.00
RETAIL
1,953 SF
+45.00
TRASH
+44.00
+44.00
EMR
BIKE STORAGE
62 ELM
+53.75
NEW
T/D
+48.00
60 ELM
VEST
+48.00
RELOCATE TRANSFORMER
ELEC
FCC
EASEMENT 6921/105
RESIDENTIAL LOBBY
2,671 SF
+51.25
WATER / FP
CURRENT
ACCESS PATH TO 66 ELM
5.00'

Attachment 1B

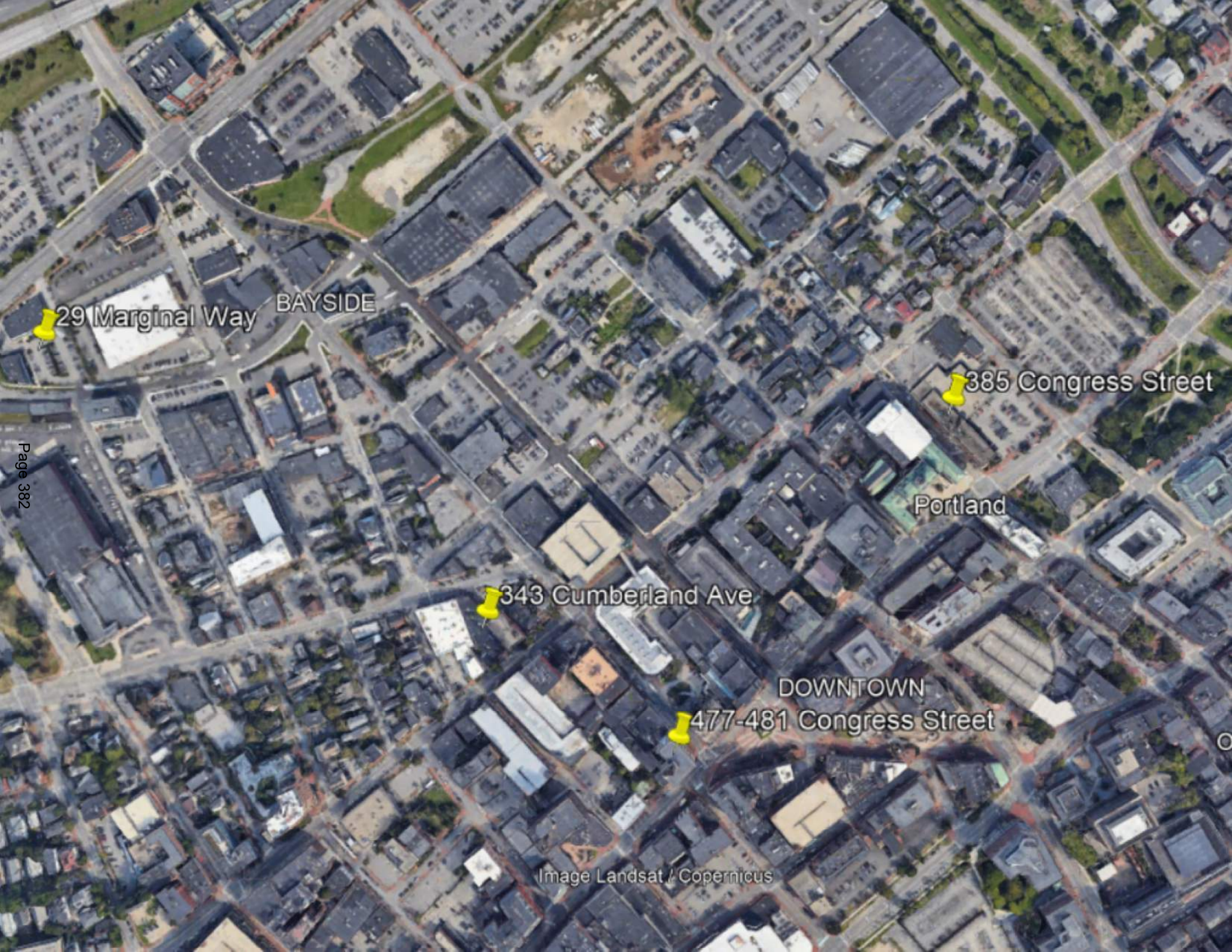
Tax Maps


60 Elm Street
Parking Garage
033 M012
11,535 Sq. Ft
033 M004001
38,535 Sq. Ft
033 M004
033 M001
14,526 Sq. Ft
033 M001001
033 G002
38,301 Sq. Ft
033 G002001
033 N020001
033 N020
033 N018
033 N018001
8,900 Sq. Ft
033 N006
7,919 Sq. Ft
033 N005
033 N004
033 N002001
033 N001001
033 N001
033 N002
033 N016
2,156 Sq. Ft
033 N017
2,678 Sq. Ft
033 N017001
033 N003001
033 L006
2,414 Sq. Ft
033 L007
1,927 Sq. Ft
033 L009
1,049 Sq. Ft
033 L008
1,983 Sq. Ft
033 L005
033 L004001
033 L004004
2,108 Sq. Ft
033 D026
1,579 Sq. Ft
033 D025
2,100 Sq. Ft
033 K010001
8,087 Sq. Ft
033 K010
033 K009
033 K007
033 K006
033 K005
033 K00500
2,269 Sq. Ft
2,339 Sq. Ft
1,815 Sq. Ft
026 Sq. Ft
11,578 Sq. Ft
027 A001
43,960 Sq. Ft
027 A001001
027 A012001
033 X001
62,422 Sq. Ft
ROW
72,821 Sq. Ft
1,439 Sq. Ft
OXFORD ST
PREBLE ST
PORTLAND ST
CUMBERLAND AVE
ELM ST
229 - 243
228 - 244
46 - 68
45 - 67
55 - 71
58 - 72
1 - 19
2 - 16
43 - 53
44 - 56
311 - 327
312 - 326
245 - 262
2 - 28
1 - 25


196 Lancaster Street
89 Elm Street
LANCASTER ST
ELM ST
CEDAR ST
OXFORD ST
PREBLE ST
ROW
033 H018
033 H009
033 H011001
033 H006
033 G003
033 G002
033 G002001
033 F001
033 E003
033 D011
033 D015
033 D024
033 M012
033 N009
033 N003
033 N001
033 N002
033 N004
033 N005
026 B004
026 B014
026 B012
026 B012001
026 B001
026 B002
026 B003
026 A009
026 A010
026 A011
026 A012
026 A008
026 B017
033 D009
033 D012
033 D014
033 D006001
033 E002001
033 N002001
033 N0091
033 M0011
033 M004
033 N006
033 H016001
033 H017001
033 H016001
033 G003001
033 H009001
033 H018
033 E003001
026 B014001
026 B004001
026 B012001
033 D015001
033 D014001
033 M012001
033 N003001
033 N001001
033 H017
033 H016
033 N(3)013)1
026 B001001
026 B002001
026 B003001
026 B007
026 B004
033 E002
033 D010
033 D013
033 D023
033 D025
033 M004
033 N0091

Attachment 1C

Other Project Locations Map


29 Marginal Way
BAYSIDE
385 Congress Street
Portland
343 Cumberland Ave
DOWNTOWN
477-481 Congress Street
Image Landsat / Copernicus

Attachment 1D

Trip Generation Calculations

Site Trip Diagrams

ITE Trip Generation 11th Edition - Proposed

Total Site generated trips (not accounting for internal, pass-by, or diverted trips)

Site Land Uses and Descriptions				AM PK HR OF ADJACENT STREET TRAFFIC											PM PK HR OF ADJACENT STREET TRAFFIC										
				ectional d	average				regression		# trips				directional dist.		average				regression		# trips			
Code	Land Use	Size	Unit	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r^2	total by Eq'n	Method Chosen	Total Trips	Entering	Exiting	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r^2	total by Eq'n	Method Chosen	Total Trips	Entering	Exiting
Overall Trip Gen																										
221	Multifamily Housing (Mid-Rise)	215	Dwelling Units	77%	30	0.37	0.09	80	0.91	83	Regression	83	19	64	61%	39%	31	0.39	0.08	84	0.91	84	Regression	84	51	33
223	Affordable Housing	201	Dwelling Units	71%	7	0.50	0.39	101	0.73	91	Average	101	29	72	59%	41%	8	0.46	0.28	92	0.67	86	Average	92	54	38
936*	Coffee/Donut Shop without Drive-Thro	2	1000 SF GFA	49%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	78	40	38	50%	50%	16	32	12.64	65	N/A	N/A	Average	65	33	33
822	Strip Retail Plaza (<40k)	6	1000 SF GFA	40%	5	2.36	0.94	14	0.57	21	Regression	21	12	8	50%	50%	25	6.59	2.94	40	0.56	54	Regression	54	27	27
932	High-Turnover (Sit-Down)	6	1000 SF GFA	45%	37	9.57	11.61	57	N/A	N/A	Average	57	31	26	61%	39%	104	9.05	6.18	54	N/A	N/A	Average	54	33	21
196 Lancaster Only																										
221	Multifamily Housing (Mid-Rise)	130	Dwelling Units	77%								50	12	39	61%	39%								51	31	20
936*	Coffee/Donut Shop without Drive-Thro	2	1000 SF GFA	49%								78	40	38	50%	50%								65	33	33
932	High-Turnover (Sit-Down)	4	1000 SF GFA	45%								38	21	17	61%	39%								36	22	14
89 Elm St Only																										
223	Affordable Housing	201	Dwelling Units	71%								101	29	72	59%	41%								92	54	38
932	High-Turnover (Sit-Down)	2	1000 SF GFA	45%								19	10	9	61%	39%								18	11	7
822	Strip Retail Plaza (<40k)	4	1000 SF GFA	40%								14	8	5	50%	50%								36	18	18
60 Elm St Only																										
221	Multifamily Housing (Mid-Rise)	85	Dwelling Units	77%								33	8	25	61%	39%								33	20	13
822	Strip Retail Plaza (<40k)	2	1000 SF GFA	40%								7	4	3	50%	50%								18	9	9

Based on ITE 11th Edition

*AM peak hour is based on trip generation for coffee shop as included in 52 Hanover Street TMP

	total	entering	exiting
AM Peak Hour Total Site Trips:	340	132	208

	total	entering	exiting
PM Peak Hour Total Site Trips:	349	198	151

Proposed

Trip Generation Summary

Total	Total Peak Hour Site Generated Trips		
Peak Period	Total Unadjusted ITE	Internal	**External**
Weekday Morning			
Enter	132	15	**117**
Exit	208	15	**193**
Total	340	30	**310**
Weekday Evening			
Enter	198	28	**170**
Exit	151	28	**123**
Total	349	56	**293**

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	West Bayside	**Organization:**	VHB
Project Location:	196 Lancaster St, Portland, ME	**Performed By:**	EPH
Scenario Description:		**Date:**	3/20/2023
Analysis Year:	2023	**Checked By:**	MC
Analysis Period:	**AM Street Peak Hour**	**Date:**	3/20/2023

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail				0		
Restaurant	932/936	4	1K sf	116	61	55
Cinema/Entertainment				0		
Residential	221	130	ea	51	12	39
Hotel				0		
All Other Land Uses[2]				0		
Total				167	73	94

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	0	0		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	8	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	167	73	94
Internal Capture Percentage	11%	12%	10%
External Vehicle-Trips[3]	149	64	85
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	N/A	N/A
Restaurant	13%	2%
Cinema/Entertainment	N/A	N/A
Residential	8%	21%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	West Bayside
Analysis Period:	**AM Street Peak Hour**

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.00	0	0	1.00	0	0
Restaurant	1.00	61	61	1.00	55	55
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	12	12	1.00	39	39
Hotel	1.00	0	0	1.00	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	17	8		0	2	2
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	8	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	14	0	0	0
Retail	0		31	0	0	0
Restaurant	0	0		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	12	0		0
Hotel	0	0	4	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	8	53	61	53	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	11	12	11	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	1	54	55	54	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	8	31	39	31	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	West Bayside	**Organization:**	VHB
Project Location:	196 Lancaster St, Portland, ME	**Performed By:**	EPH
Scenario Description:		**Date:**	3/20/2023
Analysis Year:	2023	**Checked By:**	MC
Analysis Period:	**PM Street Peak Hour**	**Date:**	3/20/2023

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail				0		
Restaurant	932/936	4	1K sf	102	55	47
Cinema/Entertainment				0		
Residential	221	130	ea	51	31	20
Hotel				0		
All Other Land Uses[2]				0		
Total				153	86	67

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	0	0		0	5	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	4	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	153	86	67
Internal Capture Percentage	12%	10%	13%
External Vehicle-Trips[3]	135	77	58
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	N/A	N/A
Restaurant	7%	11%
Cinema/Entertainment	N/A	N/A
Residential	16%	20%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	West Bayside
Analysis Period:	**PM Street Peak Hour**

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D): Entering Trips			Table 7-P (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.00	0	0	1.00	0	0
Restaurant	1.00	55	55	1.00	47	47
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	31	31	1.00	20	20
Hotel	1.00	0	0	1.00	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	1	19		4	8	3
Cinema/Entertainment	0	0	0		0	0
Residential	1	8	4	0		1
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	1	0	1	0
Retail	0		16	0	14	0
Restaurant	0	0		0	5	0
Cinema/Entertainment	0	0	2		1	0
Residential	0	0	8	0		0
Hotel	0	0	3	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	4	51	55	51	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	5	26	31	26	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	0	0	0	0	0	0
Restaurant	5	42	47	42	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	4	16	20	16	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	West Bayside	**Organization:**	VHB
Project Location:	89 Elm St, Portland, ME	**Performed By:**	EPH
Scenario Description:		**Date:**	3/20/2023
Analysis Year:	2023	**Checked By:**	MC
Analysis Period:	**AM Street Peak Hour**	**Date:**	3/20/2023

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	822	4	1k sf	13	8	5
Restaurant	932	2	1k sf	19	10	9
Cinema/Entertainment				0		
Residential	223	201	ea	101	29	72
Hotel				0		
All Other Land Uses[2]				0		
Total				133	47	86

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		1	0	1	0
Restaurant	0	1		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	1	2	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	133	47	86
Internal Capture Percentage	9%	13%	7%
External Vehicle-Trips[3]	121	41	80
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	25%	40%
Restaurant	30%	11%
Cinema/Entertainment	N/A	N/A
Residential	3%	4%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	West Bayside
Analysis Period:	**AM Street Peak Hour**

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.00	8	8	1.00	5	5
Restaurant	1.00	10	10	1.00	9	9
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	29	29	1.00	72	72
Hotel	1.00	0	0	1.00	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	1		1	0	1	0
Restaurant	3	1		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	1	14	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		3	2	0	0	0
Retail	0		5	0	1	0
Restaurant	0	1		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	1	2	0		0
Hotel	0	0	1	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	2	6	8	6	0	0
Restaurant	3	7	10	7	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	28	29	28	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	2	3	5	3	0	0
Restaurant	1	8	9	8	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	3	69	72	69	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	West Bayside	**Organization:**	VHB
Project Location:	89 Elm St, Portland, ME	**Performed By:**	EPH
Scenario Description:		**Date:**	3/20/2023
Analysis Year:	2023	**Checked By:**	MC
Analysis Period:	**PM Street Peak Hour**	**Date:**	3/20/2023

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	822	4	1k sf	36	18	18
Restaurant	932	2	1k sf	18	11	7
Cinema/Entertainment				0		
Residential	223	201	ea	92	54	38
Hotel				0		
All Other Land Uses[2]				0		
Total				146	83	63

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		3	0	5	0
Restaurant	0	3		0	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	2	2	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	146	83	63
Internal Capture Percentage	22%	19%	25%
External Vehicle-Trips[3]	114	67	47
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	28%	44%
Restaurant	45%	57%
Cinema/Entertainment	N/A	N/A
Residential	11%	11%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	West Bayside
Analysis Period:	**PM Street Peak Hour**

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D): Entering Trips			Table 7-P (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.00	18	18	1.00	18	18
Restaurant	1.00	11	11	1.00	7	7
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	54	54	1.00	38	38
Hotel	1.00	0	0	1.00	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		5	1	5	1
Restaurant	0	3		1	1	0
Cinema/Entertainment	0	0	0		0	0
Residential	2	16	8	0		1
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	2	0
Retail	0		3	0	25	0
Restaurant	0	9		0	9	0
Cinema/Entertainment	0	1	0		2	0
Residential	0	2	2	0		0
Hotel	0	0	1	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	5	13	18	13	0	0
Restaurant	5	6	11	6	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	6	48	54	48	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	8	10	18	10	0	0
Restaurant	4	3	7	3	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	4	34	38	34	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	West Bayside	**Organization:**	VHB
Project Location:	60 Elm St, Portland, ME	**Performed By:**	EPH
Scenario Description:		**Date:**	3/20/2023
Analysis Year:	2023	**Checked By:**	MC
Analysis Period:	**AM Street Peak Hour**	**Date:**	3/20/2023

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	822	2	1k sf	7	4	3
Restaurant				0		
Cinema/Entertainment				0		
Residential	221	85	ea	33	8	25
Hotel				0		
All Other Land Uses[2]				0		
Total				40	12	28

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	0	0	0		0
Hotel	0	0	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	40	12	28
Internal Capture Percentage	0%	0%	0%
External Vehicle-Trips[3]	40	12	28
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	0%	0%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	0%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	West Bayside
Analysis Period:	**AM Street Peak Hour**

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.00	4	4	1.00	3	3
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	8	8	1.00	25	25
Hotel	1.00	0	0	1.00	0	0

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	1		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	5	0		0
Hotel	0	0	0	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	0	0
Retail	0		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	1	0	0		0
Hotel	0	0	0	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	0	4	4	4	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	8	8	8	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	0	3	3	3	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	25	25	25	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	West Bayside	**Organization:**	VHB
Project Location:	60 Elm St, Portland, ME	**Performed By:**	EPH
Scenario Description:		**Date:**	3/20/2023
Analysis Year:	2023	**Checked By:**	MC
Analysis Period:	**PM Street Peak Hour**	**Date:**	3/20/2023

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office				0		
Retail	822	2	1k sf	18	9	9
Restaurant				0		
Cinema/Entertainment				0		
Residential	221	85	ea	33	20	13
Hotel				0		
All Other Land Uses[2]				0		
Total				51	29	22

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		0	0	2	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	0	1	0	0		0
Hotel	0	0	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	51	29	22
Internal Capture Percentage	12%	10%	14%
External Vehicle-Trips[3]	45	26	19
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	N/A	N/A
Retail	11%	22%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	10%	8%
Hotel	N/A	N/A

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	West Bayside
Analysis Period:	**PM Street Peak Hour**

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D): Entering Trips			Table 7-P (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	0	0	1.00	0	0
Retail	1.00	9	9	1.00	9	9
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	20	20	1.00	13	13
Hotel	1.00	0	0	1.00	0	0

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		0	0	0	0	0
Retail	0		3	0	2	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	5	3	0		0
Hotel	0	0	0	0	0	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		1	0	0	1	0
Retail	0		0	0	9	0
Restaurant	0	5		0	3	0
Cinema/Entertainment	0	0	0		1	0
Residential	0	1	0	0		0
Hotel	0	0	0	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	1	8	9	8	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	2	18	20	18	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	0	0	0	0	0	0
Retail	2	7	9	7	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	12	13	12	0	0
Hotel	0	0	0	0	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[2]Person-Trips

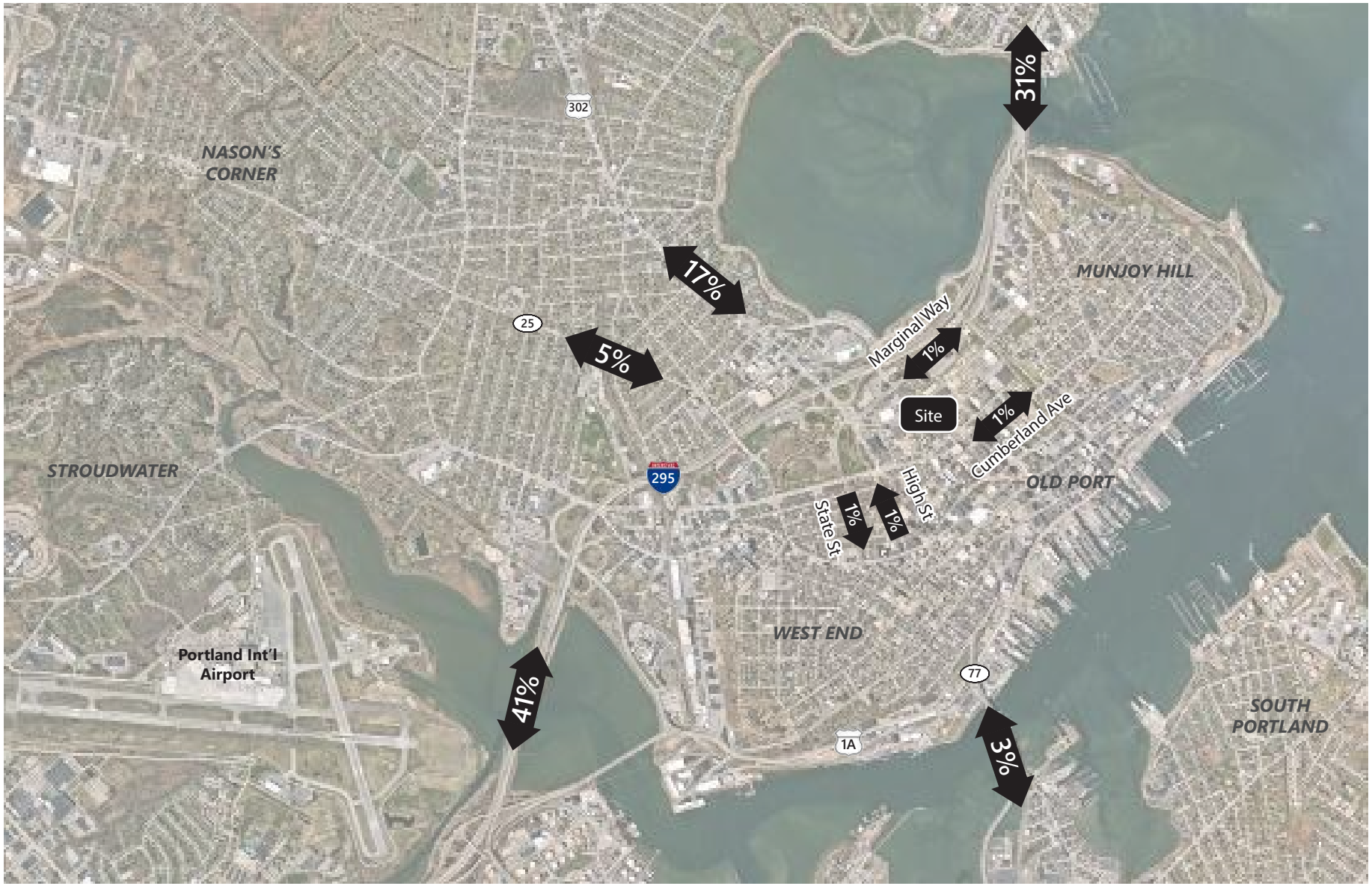
[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

	Potential Routes	I-295 points north	I-95 points north	26/100 points north/west	302 points north/west	25 points west	I-295 points south	Marginal Way	State Street points south	High Street Points north	Cumberland Ave	totals
County	Work Destination											
Androscoggin	229	115	114									229
Aroostook	7	7										7
Cumberland	3,084											3084
Baldwin	36						36					36
Bridgton	43		43									43
Brunswick	111	33					78					111
Cape Elizabeth	115						115					115
Casco	60			30	30							60
Chebeague Island	7						7					7
Cumberland	58	58										58
Falmouth	220	220										220
Freeport	133	133										133
Frye Island	0											0
Gorham	145						145					145
Gray	50			50								50
Harpswell	30	30										30
Harrison	0											0
Long Island	19						19					19
Naples	36		36									36
New Gloucester	84	56		28								84
North Yarmouth	28	28										28
Pownal	7		7									7
Raymond	25			18	8							25
Scarborough	224						224					224
Sebago	0											0
Standish	25						25					25
Windham	107			54	53							107
Yarmouth	85	85										85
Cities: Portland	814	41		81	163		366	41	41	41	41	814
Cities: S. Portland	339						226		113			339
Cities: Westbrook	283			94	94	94						283
Franklin	13	13										13
Hancock	26	17	9									26
Kennebec	169	85	84									169
Knox	47	47										47
Lincoln	42	42										42
Oxford	72			50	22							72
Penobscot	40	40										40
Piscataquis	0											0
Sagadahoc	251	251										251
Somerset	57	29	28									57
Waldo	0											0
Washington	13	13										13
York	683						683					683
Sum	4,733	1344	321	405	369	94	1924	41	154	41	41	4733
		28%	7%	9%	8%	2%	41%	1%	3%	1%	1%	100%

Project Traffic Distribution

West Bayside | Portland, Maine



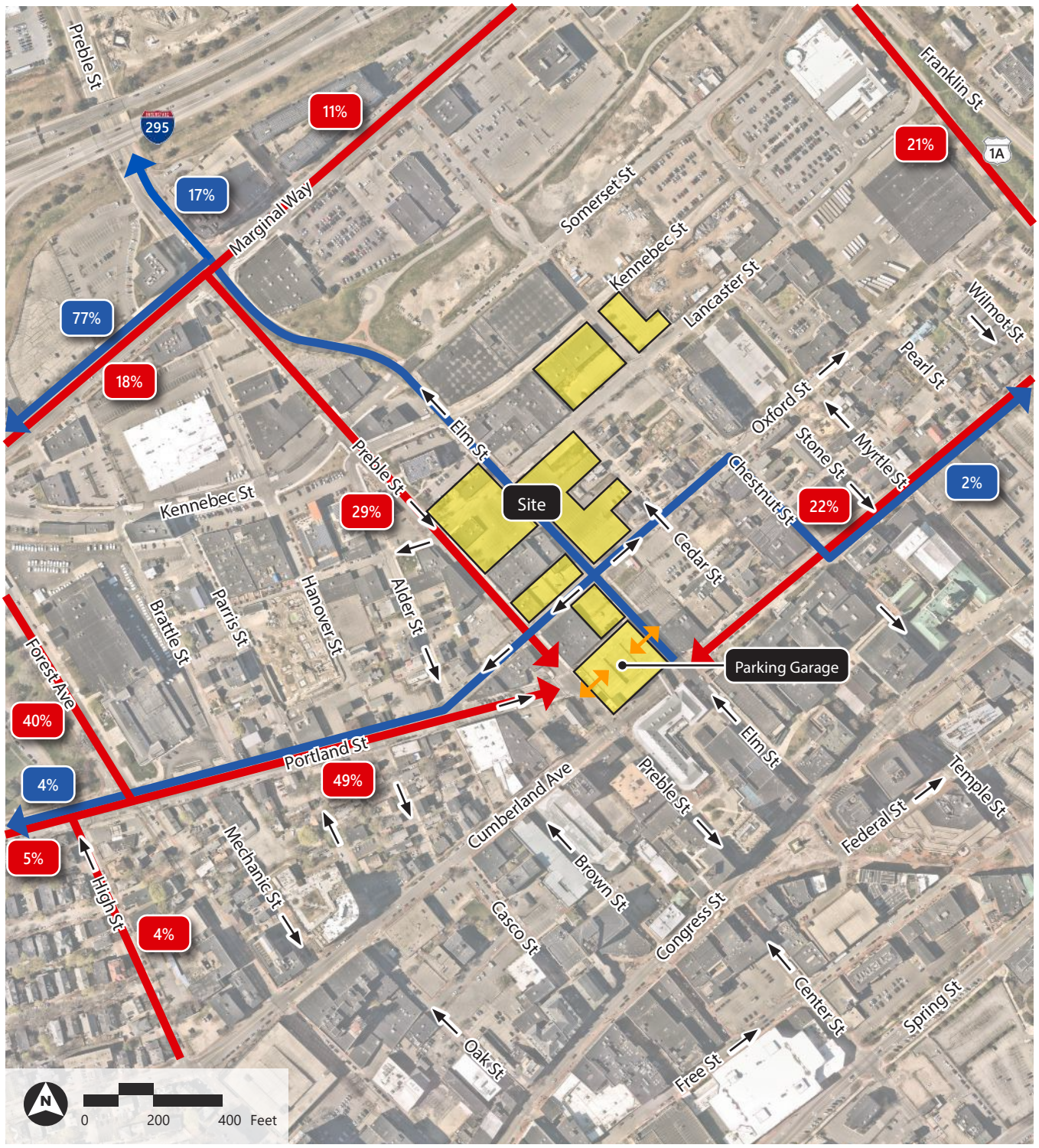
% Project Traffic In/Out

Source: Nearmap Aerial

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Project Traffic Assignment

West Bayside | Portland, Maine



Source: Nearmap Aerial

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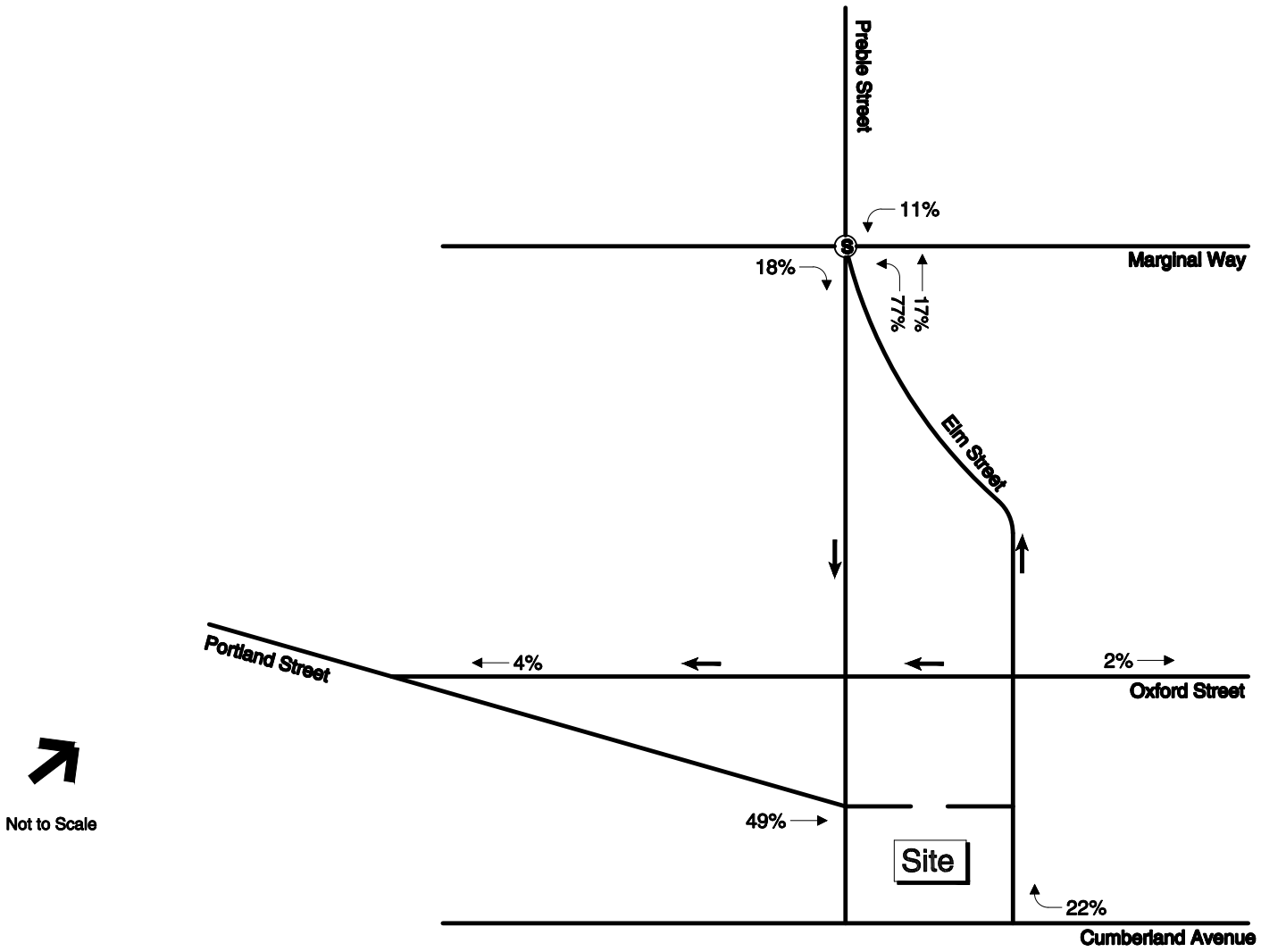
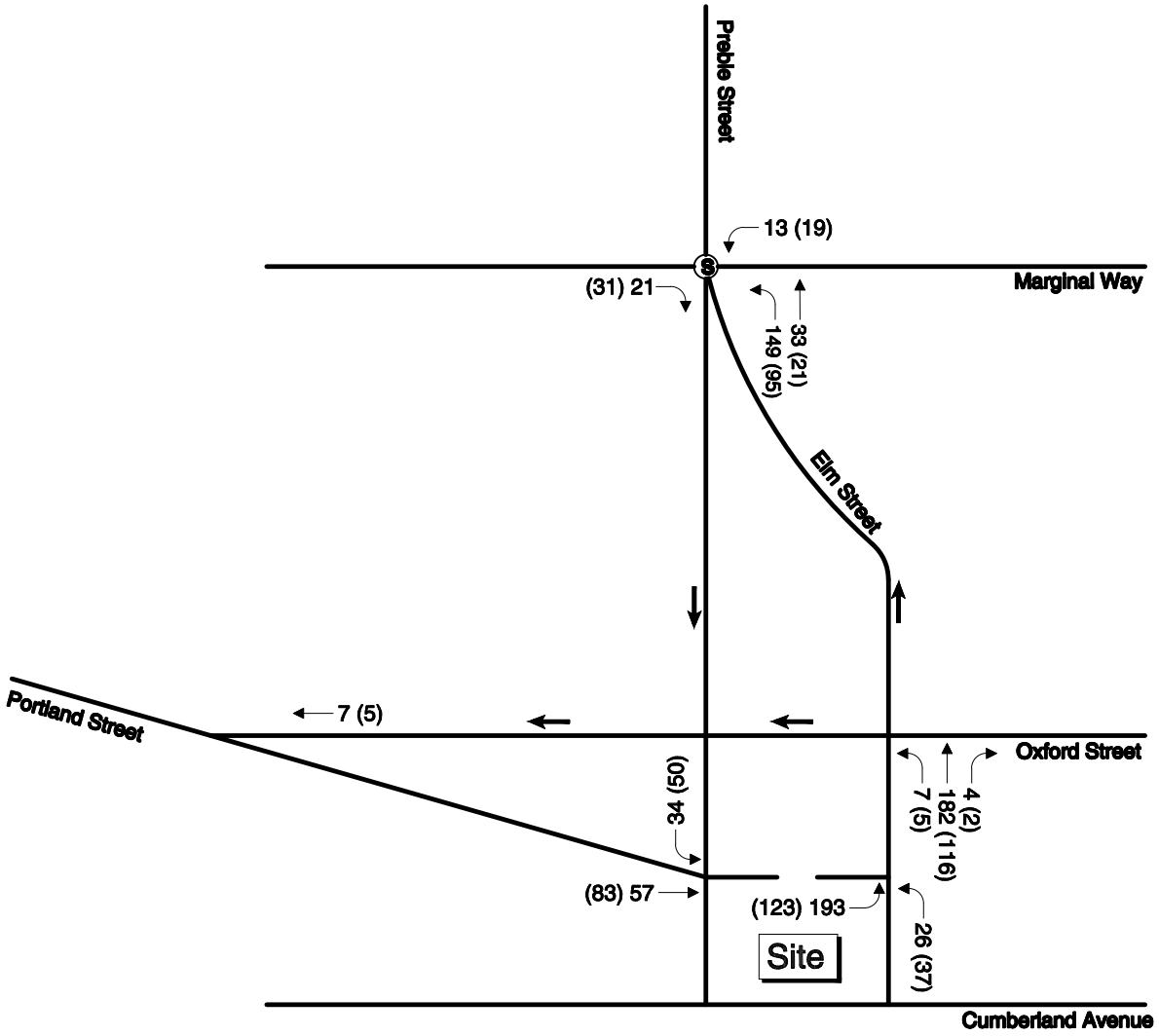


Figure 1
Trip Distribution Percentages



Not to Scale

Trip Assignment	AM (PM)
Enter	117 (170)
Exit	193 (123)
Total	310 (293)

Legend

AM Peak Hour
(PM Peak Hour)

Figure 2
Trip Assignment
Site Generated Vehicle Trips

2

Section 2: Traffic Crashes

2.A Crash Summary Data

VHB obtained the crash data from MaineDOT for the period 2019-2021, the most recent three-year period available.

In order to evaluate whether a location has a crash problem, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met in order to be classified as an HCL.

1. A critical rate factor (CRF) of 1.00 or more for a three-year period. A CRF compares the actual crash rate to the rate for similar intersections in the state. A CRF of less than 1.00 indicated a rate of less than average and:
2. A minimum of eight crashes over the same three-year period

Based on the crash data provided by MaineDOT, there are no HCLs in the site vicinity.

The crash information for the intersections in the site vicinity is provided in Attachment 2.

2.B Bicycle and Pedestrian Crashes

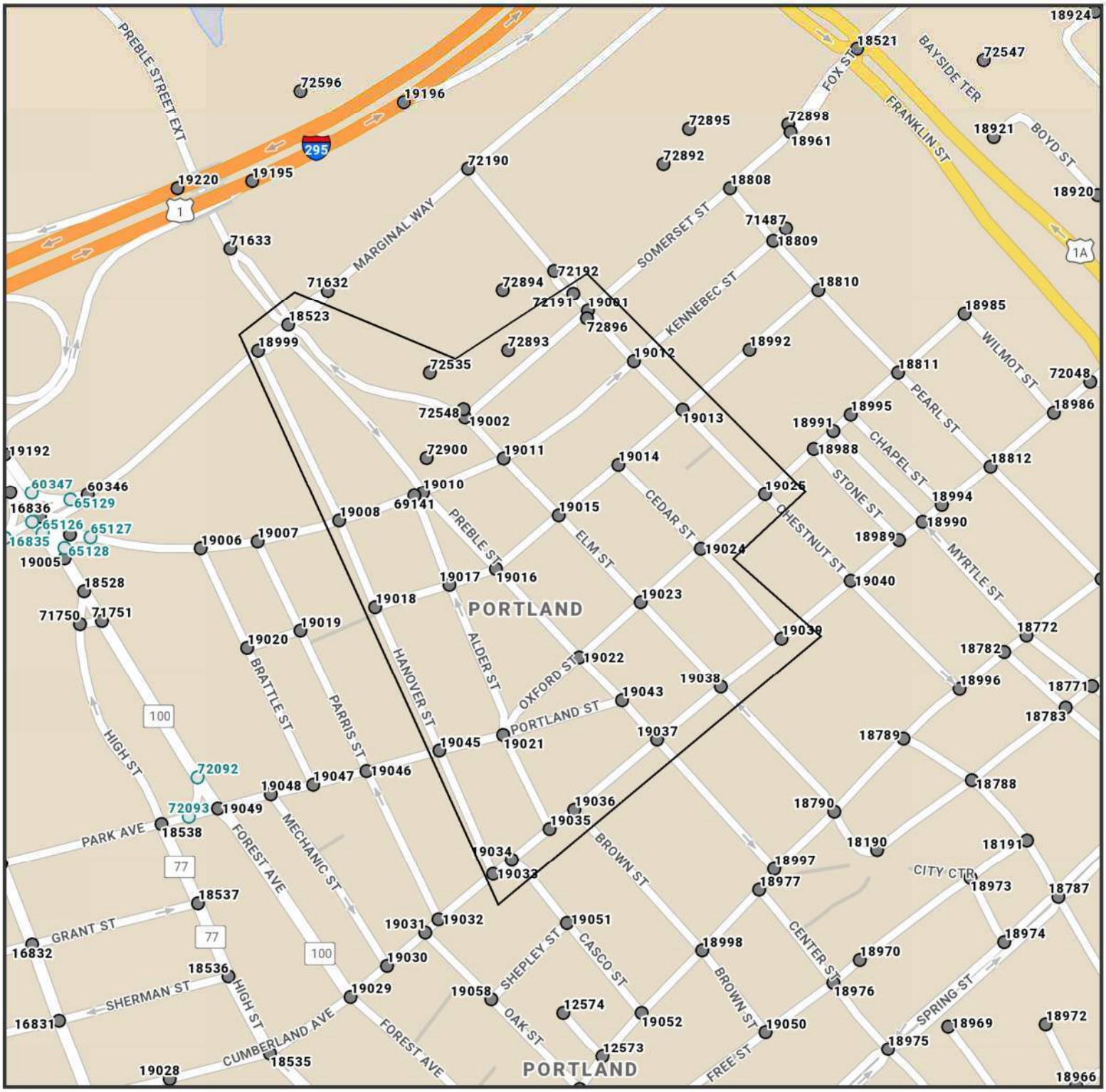
There have been 8 crashes involving bicycles and 6 crashes involving pedestrians in the past three years in the vicinity of the site. Six of the crashes involving bicycles occurred at numerous locations along Preble and Elm Street with 4 of them resulting in injury. Three of the crashes involving pedestrians occurred at the intersection of Cumberland Avenue and Elm Street, all resulting in injury and occurring during the afternoon.

Attachment 2

Node Map

Crash Summary

WEST BAYSIDE



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.1 Miles

1 inch = 0.11 miles

Date: 1/10/2023
Time: 2:54:21 PM

LEGEND

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☐ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Portland Area

REPORT PARAMETERS

Year 2019, Start Month 1 through Year 2021 End Month: 12

Route: 0560477	Start Node: 18999	Start Offset: 0	☐ Exclude First Node
	End Node: 18523	End Offset: 0	☐ Exclude Last Node
Route: 3210331	Start Node: 18523	Start Offset: 0	☑ Exclude First Node
	End Node: 18999	End Offset: 0	☑ Exclude Last Node
Route: 0561238	Start Node: 19033	Start Offset: 0	☐ Exclude First Node
	End Node: 19039	End Offset: 0	☐ Exclude Last Node
Route: 0560345	Start Node: 18999	Start Offset: 0	☑ Exclude First Node
	End Node: 19033	End Offset: 0	☑ Exclude Last Node
Route: 0560597	Start Node: 18523	Start Offset: 0	☑ Exclude First Node
	End Node: 19037	End Offset: 0	☑ Exclude Last Node
Route: 0560252	Start Node: 19038	Start Offset: 0	☑ Exclude First Node
	End Node: 18523	End Offset: 0	☑ Exclude Last Node
Route: 0560120	Start Node: 19014	Start Offset: 0	☐ Exclude First Node
	End Node: 19039	End Offset: 0	☑ Exclude Last Node
Route: 0560135	Start Node: 19025	Start Offset: 0	☐ Exclude First Node
	End Node: 72191	End Offset: 0	☐ Exclude Last Node
Route: 0560008	Start Node: 69141	Start Offset: 0	☐ Exclude First Node
	End Node: 19035	End Offset: 0	☑ Exclude Last Node
Route: 0560667	Start Node: 19002	Start Offset: 0	☑ Exclude First Node
	End Node: 19001	End Offset: 0	☑ Exclude Last Node
Route: 0560414	Start Node: 19012	Start Offset: 0	☑ Exclude First Node

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☐ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Portland Area

REPORT PARAMETERS

Year 2019, Start Month 1 through Year 2021 End Month: 12

	End Node: 19011	End Offset: 0	☑ Exclude Last Node
Route: 0560414	Start Node: 19011	Start Offset: 0	☑ Exclude First Node
	End Node: 19010	End Offset: 0	☑ Exclude Last Node
Route: 0560414	Start Node: 19010	Start Offset: 0	☑ Exclude First Node
	End Node: 69141	End Offset: 0	☑ Exclude Last Node
Route: 0560414	Start Node: 69141	Start Offset: 0	☑ Exclude First Node
	End Node: 19008	End Offset: 0	☑ Exclude Last Node
Route: 0560426	Start Node: 19013	Start Offset: 0	☑ Exclude First Node
	End Node: 19014	End Offset: 0	☑ Exclude Last Node
Route: 0560426	Start Node: 19014	Start Offset: 0	☑ Exclude First Node
	End Node: 19015	End Offset: 0	☑ Exclude Last Node
Route: 0560426	Start Node: 19015	Start Offset: 0	☑ Exclude First Node
	End Node: 19016	End Offset: 0	☑ Exclude Last Node
Route: 0560426	Start Node: 19016	Start Offset: 0	☑ Exclude First Node
	End Node: 19017	End Offset: 0	☑ Exclude Last Node
Route: 0560426	Start Node: 19017	Start Offset: 0	☑ Exclude First Node
	End Node: 19018	End Offset: 0	☑ Exclude Last Node
Route: 0560560	Start Node: 19021	Start Offset: 0	☑ Exclude First Node
	End Node: 19022	End Offset: 0	☑ Exclude Last Node
Route: 0560560	Start Node: 19022	Start Offset: 0	☑ Exclude First Node
	End Node: 19023	End Offset: 0	☑ Exclude Last Node

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☐ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Portland Area

REPORT PARAMETERS

Year 2019, Start Month 1 through Year 2021 End Month: 12

Route: 0560560	Start Node: 19023	Start Offset: 0	☑ Exclude First Node
	End Node: 19024	End Offset: 0	☑ Exclude Last Node
Route: 0560560	Start Node: 19024	Start Offset: 0	☑ Exclude First Node
	End Node: 19025	End Offset: 0	☑ Exclude Last Node
Route: 0560593	Start Node: 19045	Start Offset: 0	☑ Exclude First Node
	End Node: 19021	End Offset: 0	☑ Exclude Last Node
Route: 0560593	Start Node: 19021	Start Offset: 0	☑ Exclude First Node
	End Node: 19043	End Offset: 0	☑ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18999	0560477 - 0.16	Int of HANOVER ST MARGINAL WY	2	4	0	0	0	0	4	0.0	4.035	0.33	0.36	0.00
												Statewide Crash Rate:	0.13	
18523	0560477 - 0.19	Int of ELM ST MARGINAL WY PREBLE ST PREBLE ST EX	9	20	0	0	1	4	13	27.8	8.927	0.75	1.03	0.72
												Statewide Crash Rate:	0.65	
19033	0561238 - 0.28	Int of CUMBERLAND AV HANOVER ST	2	3	0	0	0	0	3	0.0	2.699	0.37	0.39	0.00
												Statewide Crash Rate:	0.13	
19034	0561238 - 0.29	Int of CASCO ST CUMBERLAND AV	2	3	0	2	0	0	1	66.7	2.765	0.36	0.39	0.00
												Statewide Crash Rate:	0.13	
19035	0561238 - 0.32	Int of ALDER ST CUMBERLAND AV	2	1	0	0	0	1	0	100.0	2.571	0.13	0.40	0.00
												Statewide Crash Rate:	0.13	
19036	0561238 - 0.34	Int of BROWN ST CUMBERLAND AV	2	0	0	0	0	0	0	0.0	2.710	0.00	0.39	0.00
												Statewide Crash Rate:	0.13	
19037	0561238 - 0.41	Int of CUMBERLAND AV PREBLE ST	9	8	0	0	1	2	5	37.5	5.725	0.47	1.12	0.42
												Statewide Crash Rate:	0.65	
19038	0561238 - 0.46	Int of CUMBERLAND AV ELM ST	9	11	0	1	2	2	6	45.5	4.731	0.77	1.17	0.66
												Statewide Crash Rate:	0.65	
19039	0561238 - 0.51	Int of CEDAR ST CUMBERLAND AV	2	0	0	0	0	0	0	0.0	3.171	0.00	0.38	0.00
												Statewide Crash Rate:	0.13	
19008	0560345 - 0.11	Int of HANOVER ST KENNEBEC ST	2	0	0	0	0	0	0	0.0	1.167	0.00	0.45	0.00
												Statewide Crash Rate:	0.12	
19018	0560345 - 0.17	Int of HANOVER ST LANCASTER ST	2	1	0	0	0	0	1	0.0	0.401	0.83	0.52	1.61
												Statewide Crash Rate:	0.12	
19045	0560345 - 0.26	Int of HANOVER ST PORTLAND ST	2	1	0	0	0	0	1	0.0	1.513	0.22	0.46	0.00
												Statewide Crash Rate:	0.13	
19010	0560597 - 0.13	Int of KENNEBEC ST PREBLE ST	2	4	0	0	0	1	3	25.0	1.679	0.79	0.44	1.79
												Statewide Crash Rate:	0.13	
19043	0560597 - 0.30	Int of PORTLAND ST PREBLE ST	2	2	0	0	2	0	0	100.0	2.890	0.23	0.39	0.00
												Statewide Crash Rate:	0.13	
19022	0560597 - 0.26	Int of OXFORD ST PREBLE ST	2	3	0	0	0	0	3	0.0	2.545	0.39	0.40	0.00
												Statewide Crash Rate:	0.13	
19016	0560597 - 0.19	Int of LANCASTER ST PREBLE ST	2	2	0	0	1	0	1	50.0	1.838	0.36	0.43	0.00
												Statewide Crash Rate:	0.13	
19015	0560252 - 0.24	Int of ELM ST LANCASTER ST	2	3	0	0	0	1	2	33.3	1.336	0.75	0.47	1.59
												Statewide Crash Rate:	0.13	
19011	0560252 - 0.29	Int of ELM ST KENNEBEC ST	2	7	0	0	3	2	2	71.4	1.555	1.50	0.45	3.31
												Statewide Crash Rate:	0.13	
19023	0560252 - 0.17	Int of ELM ST OXFORD ST	2	1	0	0	0	0	1	0.0	1.741	0.19	0.44	0.00
												Statewide Crash Rate:	0.13	
19002	0560252 - 0.32	Int of ELM ST SOMERSET ST	2	0	0	0	0	0	0	0.0	2.075	0.00	0.42	0.00
												Statewide Crash Rate:	0.13	
19014	0560120 - 0	Int of CEDAR ST LANCASTER ST	2	0	0	0	0	0	0	0.0	0.907	0.00	0.48	0.00
												Statewide Crash Rate:	0.12	
19024	0560120 - 0.07	Int of CEDAR ST OXFORD ST	2	0	0	0	0	0	0	0.0	0.463	0.00	0.52	0.00
												Statewide Crash Rate:	0.12	

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
19012	0560135 - 0.27	Int of CHESTNUT ST KENNEBEC ST	2	0	0	0	0	0	0	0.0	1.042	0.00	0.46	0.00
												Statewide Crash Rate:	0.12	
19001	0560135 - 0.31	Int of CHESTNUT ST SOMERSET ST	2	1	0	0	1	0	0	100.0	1.665	0.20	0.42	0.00
												Statewide Crash Rate:	0.12	
19013	0560135 - 0.23	Int of CHESTNUT ST LANCASTER ST	2	0	0	0	0	0	0	0.0	1.330	0.00	0.44	0.00
												Statewide Crash Rate:	0.12	
19025	0560135 - 0.16	Int of CHESTNUT ST OXFORD ST	2	0	0	0	0	0	0	0.0	0.874	0.00	0.48	0.00
												Statewide Crash Rate:	0.12	
72191	0560135 - 0.32	Non Int CHESTNUT ST	2	0	0	0	0	0	0	0.0	0.879	0.00	0.48	0.00
												Statewide Crash Rate:	0.12	
19017	0560008 - 0.06	Int of ALDER ST LANCASTER ST	2	0	0	0	0	0	0	0.0	0.384	0.00	0.52	0.00
												Statewide Crash Rate:	0.12	
19021	0560008 - 0.16	Int of ALDER ST, OXFORD ST, PORTLAND ST	2	1	0	0	0	0	1	0.0	1.264	0.26	0.48	0.00
												Statewide Crash Rate:	0.13	
69141	0560008 - 0	Int of ALDER ST KENNEBEC ST	2	0	0	0	0	0	0	0.0	0.412	0.00	0.52	0.00
												Statewide Crash Rate:	0.12	
Study Years: 3.00		NODE TOTALS:		76	0	3	11	13	47	35.5	65.294	0.39	0.38	1.03

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18523	18999	3106676	0 - 0.03	0560477 - 0.16	0.03	2	0	0	0	0	0	0	0.0	0.00052	0.00	765.88	0.00
Int of ELM ST MARGINAL WY PREBLE ST PREBLE ST EXT				RD INV 05 60477											Statewide Crash Rate: 189.30		
18523	18999	4210645	0 - 0.02	3210331 - 0.03	0.02	2	0	0	0	0	0	0	0.0	0.00035	0.00	807.42	0.00
Int of ELM ST MARGINAL WY PREBLE ST PREBLE ST EXT				RD INV 3210331											Statewide Crash Rate: 189.30		
19033	19034	3130203	0 - 0.01	0561238 - 0.28	0.01	2	0	0	0	0	0	0	0.0	0.00026	0.00	677.25	0.00
Int of CUMBERLAND AV HANOVER ST				RD INV 05 61238											Statewide Crash Rate: 158.39		
19034	19035	3123316	0 - 0.03	0561238 - 0.29	0.03	2	0	0	0	0	0	0	0.0	0.00075	0.00	619.52	0.00
Int of CASCO ST CUMBERLAND AV				RD INV 05 61238											Statewide Crash Rate: 158.39		
19035	19036	3122300	0 - 0.02	0561238 - 0.32	0.02	2	0	0	0	0	0	0	0.0	0.00049	0.00	663.08	0.00
Int of ALDER ST CUMBERLAND AV				RD INV 05 61238											Statewide Crash Rate: 158.39		
19036	19037	3106839	0 - 0.07	0561238 - 0.34	0.07	2	5	0	0	0	0	5	0.0	0.00166	1005.57	517.59	1.94
Int of BROWN ST CUMBERLAND AV				RD INV 05 61238											Statewide Crash Rate: 158.39		
19037	19038	3122301	0 - 0.05	0561238 - 0.41	0.05	2	0	0	0	0	0	0	0.0	0.00162	0.00	520.37	0.00
Int of CUMBERLAND AV PREBLE ST				RD INV 05 61238											Statewide Crash Rate: 158.39		
19038	19039	3117970	0 - 0.05	0561238 - 0.46	0.05	2	2	0	0	0	0	2	0.0	0.00158	420.85	523.46	0.00
Int of CUMBERLAND AV ELM ST				RD INV 05 61238											Statewide Crash Rate: 158.39		
18999	19008	194689	0 - 0.11	0560345 - 0	0.11	2	2	0	0	0	0	2	0.0	0.00115	580.98	1028.96	0.00
Int of HANOVER ST MARGINAL WY				RD INV 05 60345											Statewide Crash Rate: 351.30		
19008	19018	5080409	0 - 0.06	0560345 - 0.11	0.06	2	0	0	0	0	0	0	0.0	0.00029	0.00	1411.88	0.00
Int of HANOVER ST KENNEBEC ST				RD INV 05 60345											Statewide Crash Rate: 351.30		
19018	19045	5080405	0 - 0.09	0560345 - 0.17	0.09	2	7	0	1	0	1	5	28.6	0.00026	9129.81	1442.85	6.33
Int of HANOVER ST LANCASTER ST				RD INV 05 60345											Statewide Crash Rate: 351.30		
19033	19045	194749	0 - 0.08	0560345 - 0.26	0.08	2	0	0	0	0	0	0	0.0	0.00007	0.00	1287.57	0.00
Int of CUMBERLAND AV HANOVER ST				RD INV 05 60345											Statewide Crash Rate: 351.30		
18523	19010	3940497	0 - 0.13	0560597 - 0	0.13	2	1	0	0	0	0	1	0.0	0.00179	185.75	579.47	0.00
Int of ELM ST MARGINAL WY PREBLE ST PREBLE ST EXT				RD INV 05 60597											Statewide Crash Rate: 189.30		
19010	19016	3106835	0 - 0.06	0560597 - 0.13	0.06	2	1	0	0	0	0	0	0.0	0.00104	320.77	663.69	0.00
Int of KENNEBEC ST PREBLE ST				RD INV 05 60597											Statewide Crash Rate: 189.30		
19016	19022	3106836	0 - 0.07	0560597 - 0.19	0.07	2	1	0	0	0	0	0	0.0	0.00143	232.43	613.43	0.00
Int of LANCASTER ST PREBLE ST				RD INV 05 60597											Statewide Crash Rate: 189.30		
19022	19043	3117969	0 - 0.04	0560597 - 0.26	0.04	2	0	0	0	0	0	0	0.0	0.00071	0.00	722.78	0.00
Int of OXFORD ST PREBLE ST				RD INV 05 60597											Statewide Crash Rate: 189.30		
19037	19043	3124005	0 - 0.03	0560597 - 0.30	0.03	2	1	0	0	0	0	1	0.0	0.00088	380.66	690.47	0.00
Int of CUMBERLAND AV PREBLE ST				RD INV 05 60597											Statewide Crash Rate: 189.30		
19023	19038	3122299	0 - 0.07	0560252 - 0.10	0.07	2	2	0	0	0	0	2	0.0	0.00122	546.90	638.66	0.00
Int of ELM ST OXFORD ST				RD INV 05 60252											Statewide Crash Rate: 189.30		
19015	19023	3123553	0 - 0.07	0560252 - 0.17	0.07	2	1	0	0	0	0	1	0.0	0.00065	512.02	735.27	0.00
Int of ELM ST LANCASTER ST				RD INV 05 60252											Statewide Crash Rate: 189.30		

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
19011	19015	3119283	0 - 0.05	0560252 - 0.24	0.05	2	1	0	0	0	0	1	0.0	0.00070	475.15	724.29	0.00
Int of ELM ST KENNEBEC ST				RD INV 05 60252											Statewide Crash Rate: 189.30		
19002	19011	3129301	0 - 0.03	0560252 - 0.29	0.03	2	1	0	0	0	0	1	0.0	0.00055	611.15	759.91	0.00
Int of ELM ST SOMERSET ST				RD INV 05 60252											Statewide Crash Rate: 189.30		
18523	19002	3106678	0 - 0.12	0560252 - 0.32	0.12	2	0	0	0	0	0	0	0.0	0.00257	0.00	528.34	0.00
Int of ELM ST MARGINAL WY PREBLE ST PREBLE ST EXT				RD INV 05 60252											Statewide Crash Rate: 189.30		
19014	19024	194713	0 - 0.07	0560120 - 0	0.07	2	1	0	0	0	0	0	0.0	0.00016	2100.86	1513.88	1.39
Int of CEDAR ST LANCASTER ST				RD INV 05 60120											Statewide Crash Rate: 351.30		
19024	19039	5080414	0 - 0.07	0560120 - 0.07	0.07	2	1	0	0	0	0	1	0.0	0.00012	2842.33	1504.22	1.89
Int of CEDAR ST OXFORD ST				RD INV 05 60120											Statewide Crash Rate: 351.30		
19013	19025	5080419	0 - 0.07	0560135 - 0.16	0.07	2	1	0	0	0	0	1	0.0	0.00045	745.93	1297.00	0.00
Int of CHESTNUT ST LANCASTER ST				RD INV 05 60135											Statewide Crash Rate: 351.30		
19012	19013	194709	0 - 0.04	0560135 - 0.23	0.04	2	1	0	0	0	1	0	100.0	0.00033	1004.00	1379.16	0.00
Int of CHESTNUT ST KENNEBEC ST				RD INV 05 60135											Statewide Crash Rate: 351.30		
19001	19012	5080420	0 - 0.04	0560135 - 0.27	0.04	2	1	0	0	0	0	1	0.0	0.00029	1153.67	1414.40	0.00
Int of CHESTNUT ST SOMERSET ST				RD INV 05 60135											Statewide Crash Rate: 351.30		
19001	72191	4348461	0 - 0.01	0560135 - 0.31	0.01	2	0	0	0	0	0	0	0.0	0.00009	0.00	1428.41	0.00
Int of CHESTNUT ST SOMERSET ST				RD INV 05 60135											Statewide Crash Rate: 351.30		
69141	19017	3525695	0 - 0.06	0560008 - 0	0.06	2	0	0	0	0	0	0	0.0	0.00013	0.00	1513.73	0.00
Int of ALDER ST KENNEBEC ST				RD INV 05 60008											Statewide Crash Rate: 351.30		
19017	19021	194719	0 - 0.10	0560008 - 0.06	0.10	2	2	0	0	0	0	2	0.0	0.00021	3215.64	1483.38	2.17
Int of ALDER ST LANCASTER ST				RD INV 05 60008											Statewide Crash Rate: 351.30		
19021	19035	194725	0 - 0.06	0560008 - 0.16	0.06	2	1	0	0	0	0	1	0.0	0.00005	6646.59	964.27	6.89
Int of ALDER ST, OXFORD ST, PORTLAND ST				RD INV 05 60008											Statewide Crash Rate: 351.30		
19001	19002	194691	0 - 0.10	0560667 - 0	0.10	2	1	0	0	0	0	1	0.0	0.00051	649.07	1256.84	0.00
Int of CHESTNUT ST SOMERSET ST				RD INV 05 60667											Statewide Crash Rate: 351.30		
19011	19012	194707	0 - 0.10	0560414 - 0.11	0.10	2	0	0	0	0	0	0	0.0	0.00019	0.00	1498.08	0.00
Int of ELM ST KENNEBEC ST				RD INV 05 60414											Statewide Crash Rate: 351.30		
19010	19011	194704	0 - 0.05	0560414 - 0.21	0.05	2	0	0	0	0	0	0	0.0	0.00015	0.00	1515.93	0.00
Int of KENNEBEC ST PREBLE ST				RD INV 05 60414											Statewide Crash Rate: 351.30		
69141	19010	3509369	0 - 0.01	0560414 - 0.26	0.01	2	0	0	0	0	0	0	0.0	0.00003	0.00	-166.94	0.00
Int of ALDER ST KENNEBEC ST				RD INV 05 60414											Statewide Crash Rate: 351.30		
19008	69141	5094277	0 - 0.05	0560414 - 0.27	0.05	2	0	0	0	0	0	0	0.0	0.00016	0.00	1514.46	0.00
Int of HANOVER ST KENNEBEC ST				RD INV 05 60414											Statewide Crash Rate: 351.30		
19013	19014	5080418	0 - 0.05	0560426 - 0.10	0.05	2	1	0	0	0	0	0	0.0	0.00033	1020.38	1383.40	0.00
Int of CHESTNUT ST LANCASTER ST				RD INV 05 60426											Statewide Crash Rate: 351.30		
19014	19015	194712	0 - 0.05	0560426 - 0.15	0.05	2	0	0	0	0	0	0	0.0	0.00035	0.00	1362.02	0.00
Int of CEDAR ST LANCASTER ST				RD INV 05 60426											Statewide Crash Rate: 351.30		
19015	19016	5080410	0 - 0.05	0560426 - 0.20	0.05	2	0	0	0	0	0	0	0.0	0.00005	0.00	1020.97	0.00
Int of ELM ST LANCASTER ST				RD INV 05 60426											Statewide Crash Rate: 351.30		

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
19016	19017	194716	0 - 0.03	0560426 - 0.25	0.03	2	0	0	0	0	0	0	0.0	0.00003	0.00	87.16	0.00
Int of LANCASTER ST PREBLE ST				RD INV 05 60426											Statewide Crash Rate: 351.30		
19017	19018	194718	0 - 0.05	0560426 - 0.28	0.05	2	0	0	0	0	0	0	0.0	0.00002	0.00	-3401.07	0.00
Int of ALDER ST LANCASTER ST				RD INV 05 60426											Statewide Crash Rate: 351.30		
19021	19022	3106837	0 - 0.07	0560560 - 0	0.07	2	1	0	0	0	0	1	0.0	0.00054	621.25	655.82	0.00
Int of ALDER ST, OXFORD ST, PORTLAND ST				RD INV 05 60560											Statewide Crash Rate: 158.39		
19022	19023	3122298	0 - 0.05	0560560 - 0.07	0.05	2	0	0	0	0	0	0	0.0	0.00025	0.00	674.98	0.00
Int of OXFORD ST PREBLE ST				RD INV 05 60560											Statewide Crash Rate: 158.39		
19023	19024	194730	0 - 0.05	0560560 - 0.12	0.05	2	0	0	0	0	0	0	0.0	0.00015	0.00	1516.58	0.00
Int of ELM ST OXFORD ST				RD INV 05 60560											Statewide Crash Rate: 351.30		
19024	19025	194732	0 - 0.05	0560560 - 0.17	0.05	2	1	0	0	0	0	1	0.0	0.00012	2823.00	1505.11	1.88
Int of CEDAR ST OXFORD ST				RD INV 05 60560											Statewide Crash Rate: 351.30		
19021	19045	3122297	0 - 0.04	0560593 - 0.14	0.04	2	2	0	0	2	0	0	100.0	0.00040	1675.67	677.87	2.47
Int of ALDER ST, OXFORD ST, PORTLAND ST				RD INV 05 60593											Statewide Crash Rate: 158.39		
19021	19043	3129954	0 - 0.07	0560593 - 0.18	0.07	2	6	0	0	0	1	4	20.0	0.00078	2554.76	614.47	4.16
Int of ALDER ST, OXFORD ST, PORTLAND ST				RD INV 05 60593											Statewide Crash Rate: 158.39		
Study Years: 3.00				Section Totals:	2.68		45	0	1	2	3	34	13.3	0.02640	568.17	342.01	1.66
				Grand Totals:	2.68		121	0	4	13	16	81	27.3	0.02640	1527.73	464.84	3.29

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
18523	18999	3106676	0 - 0.03	0560477 - 0.16	0	0	0	0	0	0				
18523	18999	4210645	0 - 0.02	3210331 - 0.03	0	0	0	0	0	0				
19033	19034	3130203	0 - 0.01	0561238 - 0.28	0	0	0	0	0	0				
19034	19035	3123316	0 - 0.03	0561238 - 0.29	0	0	0	0	0	0				
19035	19036	3122300	0 - 0.02	0561238 - 0.32	0	0	0	0	0	0				
19036	19037	3106839	0 - 0.07	0561238 - 0.34	5	0	0	0	0	5	2019-67019	10/03/2019	0.35	PD
											2019-46162	03/13/2019	0.37	PD
											2019-58617	07/18/2019	0.38	PD
											2019-1495	01/14/2019	0.39	PD
											2019-73097	11/24/2019	0.40	PD
19037	19038	3122301	0 - 0.05	0561238 - 0.41	0	0	0	0	0	0				
19038	19039	3117970	0 - 0.05	0561238 - 0.46	2	0	0	0	0	2	2019-69195	10/25/2019	0.47	PD
											2019-48636	04/10/2019	0.50	PD
18999	19008	194689	0 - 0.11	0560345 - 0	2	0	0	0	0	2	2019-58618	07/18/2019	0.03	PD
											2021-8903	04/11/2021	0.06	PD
19008	19018	5080409	0 - 0.06	0560345 - 0.11	0	0	0	0	0	0				
19018	19045	5080405	0 - 0.09	0560345 - 0.17	7	0	1	0	1	5	2020-18215	07/31/2020	0.18	PD
											2020-11372	04/20/2020	0.18	PD
											2021-13760	05/09/2021	0.21	C
											2019-2633	01/18/2019	0.21	PD
											2019-47842	03/29/2019	0.23	PD
											2019-44843	03/01/2019	0.23	PD
											2019-72752	11/21/2019	0.25	A
19033	19045	194749	0 - 0.08	0560345 - 0.26	0	0	0	0	0	0				
18523	19010	3940497	0 - 0.13	0560597 - 0	1	0	0	0	0	1	2019-44220	02/27/2019	0.12	PD
19010	19016	3106835	0 - 0.06	0560597 - 0.13	1	0	0	0	0	0	2019-1870	01/17/2019	0.17	
19016	19022	3106836	0 - 0.07	0560597 - 0.19	1	0	0	0	0	0	2019-52933	05/23/2019	0.23	
19022	19043	3117969	0 - 0.04	0560597 - 0.26	0	0	0	0	0	0				
19037	19043	3124005	0 - 0.03	0560597 - 0.30	1	0	0	0	0	1	2021-12331	05/21/2021	0.31	PD
19023	19038	3122299	0 - 0.07	0560252 - 0.10	2	0	0	0	0	2	2021-16503	07/01/2021	0.13	PD
											2021-32496	11/18/2021	0.15	PD
19015	19023	3123553	0 - 0.07	0560252 - 0.17	1	0	0	0	0	1	2019-58250	07/15/2019	0.18	PD
19011	19015	3119283	0 - 0.05	0560252 - 0.24	1	0	0	0	0	1	2019-67929	10/14/2019	0.28	PD
19002	19011	3129301	0 - 0.03	0560252 - 0.29	1	0	0	0	0	1	2020-29957	12/02/2020	0.30	PD
18523	19002	3106678	0 - 0.12	0560252 - 0.32	0	0	0	0	0	0				

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
19014	19024	194713	0 - 0.07	0560120 - 0	1	0	0	0	0	0	2021-1478	01/03/2021	0.05	
19024	19039	5080414	0 - 0.07	0560120 - 0.07	1	0	0	0	0	1	2019-52185	05/20/2019	0.11	PD
19013	19025	5080419	0 - 0.07	0560135 - 0.16	1	0	0	0	0	1	2020-20337	08/25/2020	0.19	PD
19012	19013	194709	0 - 0.04	0560135 - 0.23	1	0	0	0	1	0	2020-23199	09/29/2020	0.24	C
19001	19012	5080420	0 - 0.04	0560135 - 0.27	1	0	0	0	0	1	2019-45592	02/26/2019	0.30	PD
19001	72191	4348461	0 - 0.01	0560135 - 0.31	0	0	0	0	0	0				
69141	19017	3525695	0 - 0.06	0560008 - 0	0	0	0	0	0	0				
19017	19021	194719	0 - 0.10	0560008 - 0.06	2	0	0	0	0	2	2021-27344	10/09/2021	0.10	PD
											2019-67248	10/08/2019	0.11	PD
19021	19035	194725	0 - 0.06	0560008 - 0.16	1	0	0	0	0	1	2021-33319	11/29/2021	0.21	PD
19001	19002	194691	0 - 0.10	0560667 - 0	1	0	0	0	0	1	2019-71683	11/14/2019	0.03	PD
19011	19012	194707	0 - 0.10	0560414 - 0.11	0	0	0	0	0	0				
19010	19011	194704	0 - 0.05	0560414 - 0.21	0	0	0	0	0	0				
69141	19010	3509369	0 - 0.01	0560414 - 0.26	0	0	0	0	0	0				
19008	69141	5094277	0 - 0.05	0560414 - 0.27	0	0	0	0	0	0				
19013	19014	5080418	0 - 0.05	0560426 - 0.10	1	0	0	0	0	0	2019-59865	07/26/2019	0.13	
19014	19015	194712	0 - 0.05	0560426 - 0.15	0	0	0	0	0	0				
19015	19016	5080410	0 - 0.05	0560426 - 0.20	0	0	0	0	0	0				
19016	19017	194716	0 - 0.03	0560426 - 0.25	0	0	0	0	0	0				
19017	19018	194718	0 - 0.05	0560426 - 0.28	0	0	0	0	0	0				
19021	19022	3106837	0 - 0.07	0560560 - 0	1	0	0	0	0	1	2019-74264	12/03/2019	0.04	PD
19022	19023	3122298	0 - 0.05	0560560 - 0.07	0	0	0	0	0	0				
19023	19024	194730	0 - 0.05	0560560 - 0.12	0	0	0	0	0	0				
19024	19025	194732	0 - 0.05	0560560 - 0.17	1	0	0	0	0	1	2019-47012	03/24/2019	0.18	PD
19021	19045	3122297	0 - 0.04	0560593 - 0.14	2	0	0	2	0	0	2019-54997	06/07/2019	0.15	B
											2021-8970	04/01/2021	0.15	B
19021	19043	3129954	0 - 0.07	0560593 - 0.18	6	0	0	0	1	4	2019-59213	07/19/2019	0.21	PD
											2021-23574	09/06/2021	0.21	PD
											2019-58068	07/09/2019	0.22	PD
											2019-1375	01/12/2019	0.23	
											2020-26608	10/22/2020	0.23	C
											2020-19411	08/07/2020	0.23	PD
				Totals:	45	0	1	2	3	34				

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												Hour of Day	PM											
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	1	0	1	0	0	0	0	0	1	0	0	0	1	1	0	1	2	0	0	0	0	0	0	0	8
MONDAY	0	0	0	0	0	0	0	0	4	1	2	0	1	1	1	2	1	3	0	1	1	1	0	0	0	19
TUESDAY	1	0	0	0	0	0	0	2	0	1	0	2	1	2	1	4	5	0	2	0	1	0	0	0	0	22
WEDNESDAY	0	0	0	0	0	0	0	0	1	2	0	0	2	1	2	2	2	2	2	1	0	0	1	0	0	18
THURSDAY	0	0	0	0	0	0	0	2	0	0	0	1	4	3	3	2	2	3	0	0	2	0	0	0	0	22
FRIDAY	1	0	0	0	0	0	0	0	0	1	1	1	2	6	2	0	2	3	0	1	2	1	1	0	0	24
SATURDAY	0	1	0	0	0	0	0	0	0	1	0	1	0	0	1	2	0	0	0	0	1	1	0	0	0	8
Totals	2	2	0	1	0	0	0	4	5	7	3	5	10	14	11	12	13	13	4	3	7	3	2	0	0	121

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	135
2-(Sport) Utility Vehicle	43
3-Passenger Van	1
4-Cargo Van (10K lbs or Less)	4
5-Pickup	16
6-Motor Home	0
7-School Bus	2
8-Transit Bus	2
9-Motor Coach	0
10-Other Bus	1
11-Motorcycle	1
12-Moped	2
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	1
17-Medium/Heavy Trucks (More than 10,000 lbs)	4
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	6

Unit Type	Total
23-Bicyclist	8
24-Witness	24
25-Other	9
26-Construction	1
27-Farm Vehicle	0
Total	260

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	31	57	1	0	0	0	89
Ran Off Roadway	4	0	0	0	0	0	4
Failed to Yield Right-of-Way	18	6	0	0	0	0	24
Ran Red Light	4	1	0	0	0	0	5
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	1	0	0	0	0	0	1
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	10	2	0	0	0	0	12
Improper Backing	8	1	0	0	0	0	9
Improper Passing	0	1	0	0	0	0	1
Wrong Way	2	0	0	0	0	0	2
Followed Too Closely	9	2	0	0	0	0	11
Failed to Keep in Proper Lane	7	2	0	0	0	0	9
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	3	0	0	0	0	0	3
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	2	0	0	0	0	0	2
Over-Correcting/Over-Steering	2	1	0	0	0	0	3
Other Contributing Action	9	3	1	0	0	0	13
Unknown	0	0	0	0	0	0	0
Total	110	76	2	0	0	0	188

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	102	74	2	0	0	12	190
Physically Impaired	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	1	0	0	0	0	0	1
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	2	0	0	0	0	0	2
Under the Influence of Medications/Drugs/Alcohol	4	1	0	0	0	2	7
Other	0	0	0	0	0	0	0
Total	109	75	2	0	0	14	200

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	11	0	0	0	0	11
20-24	22	0	0	0	0	22
25-29	18	0	0	0	0	18
30-39	40	0	0	0	0	40
40-49	37	0	0	0	0	37
50-59	33	0	0	0	0	33
60-69	17	0	0	0	0	17
70-79	14	0	0	0	0	14
80-Over	6	0	0	0	0	6
Unknown	24	8	0	6	0	38
Total	222	8	0	6	0	236

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	0
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	211
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	0		
10-Pedalcycle	2		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	182		
14-Parked Motor Vehicle	22		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	3		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	1		
33-Traffic Sign Support	1		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post, Pole, or Support	0		

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	4	4
B	13	13
C	16	20
PD	81	0
Total	114	37

Road Character

Road Grade	Total
1-Level	76
2-On Grade	36
3-Top of Hill	4
4-Bottom of Hill	4
5-Other	1
Total	121

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	44
2-Traffic Signals (Flashing)	2
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	4
5-Stop Signs - Other	22
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	1
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	46
14-Other	2
Total	121

Light

Light Condition	Total
1-Daylight	94
2-Dawn	0
3-Dusk	1
4-Dark - Lighted	25
5-Dark - Not Lighted	1
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	121

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2019	2020	2021	Total
JANUARY	6	2	3	11
FEBRUARY	3	2	2	7
MARCH	5	1	2	8
APRIL	4	1	4	9
MAY	5	0	9	14
JUNE	2	1	0	3
JULY	10	3	3	16
AUGUST	0	3	2	5
SEPTEMBER	3	3	6	12
OCTOBER	5	3	3	11
NOVEMBER	7	1	2	10
DECEMBER	7	4	4	15
Total	57	24	40	121

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Traffic Circle-Roundabout	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End - Sideswipe	26	0	4	23	1	4	0	0	0	0	0	0	0	0	58
Head-on - Sideswipe	4	0	1	0	0	0	0	0	0	0	0	0	0	0	5
Intersection Movement	0	0	6	24	0	3	0	0	0	0	0	0	0	0	33
Pedestrians	1	0	1	3	0	0	0	0	0	0	0	0	0	0	5
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	2	0	1	5	0	1	0	0	0	0	0	0	0	0	9
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	1	0	1	5	0	1	0	0	0	0	0	0	0	0	8
Other	2	0	0	1	0	0	0	0	0	0	0	0	0	0	3
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	36	0	14	61	1	9	0	0	0	0	0	0	0	0	121

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	13	0	0	0	0	0	1	0	0	0	5	19
Dark - Not Lighted	1	0	0	0	0	0	0	0	0	0	0	1
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	72	2	0	0	0	0	1	0	0	0	1	76
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	1	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	12	0	0	0	0	0	0	0	0	0	0	12
Dusk	1	0	0	0	0	0	0	0	0	0	0	1
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	1	0	0	0	0	0	0	0	4	5
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	2	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	2	0	0	0	0	0	0	0	0	0	0	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	1	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	1	0	0	0	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	101	2	1	0	0	0	2	1	0	0	14	121

3

Section 3: Development Entrances and Exits

3.A Entrance and Exit Locations

The site is bounded by Preble Street to the southwest, Lancaster Street to the northwest, Cedar Street and Elm Street to the northeast, Cumberland Avenue and Oxford Street to the southeast. All driveway locations are illustrated on the site plans as attachments to Section 1.

Project generated vehicle trips are expected to use the 595 space Public Market Garage for parking which is now controlled by this developer and is largely vacant. Vehicular access and egress are provided via both Preble Street and Elm Street. There are also supplemental surface parking proposed at 196 Lancaster Street (44 proposed spaces) with an entrance / exit on both Preble Street and Elm Street, surface parking proposed at 89 Elm Street on both Lancaster Street (15 proposed spaces) and Cedar Street (39 proposed spaces) with one entrance / exit and two entrance /exits respectively. Although surface parking will be present on these parcels, this parking is largely occupied by nearby uses and it is assumed all vehicles associated with this TMP will use the garage.

The garage access on Preble and Elm Street are located 175' from Cumberland Avenue and 200' from Oxford Street.

Existing one-way bike lanes are present on Preble Street and Elm Street and two-way bike lanes present on part of Portland Street, and Marginal Way along with the Bayside Trail multi-use path north of the site for both pedestrian and bicyclist users.

Pedestrians are well accommodated in this urban environment. Most roadways surrounding the site provide sidewalks on each side of the street and crosswalks at each major intersection.

3.B Plan View of Entrance and Exit Locations

Attachment 1A of Section 1 shows the proposed site plan. As shown, the garage site fronts onto Preble Street and Elm Street.

3.C Stopping Sight Distances

VHB followed the MaineDOT evaluation of sight distance. Sight distance is measured to and from the point of centerline of the proposed access that is located 10 feet from the edge of the traveled way. The speed limit is posted as 25 mph on Preble and Elm Street and assumed to be 25 mph on Lancaster Street and Cedar Street. The minimum allowable sight distances can be seen in Table 1 below:

Table 1 MaineDOT Sight Distance Requirements

Posted Speed (MPH)	Sight Distance (Feet)
20	155
25	**200**
30	250
35	305
40	360
45	425
50	495
55	570
60	645

Based on a field visit, the Portland Public Market Garage sight distance exceeds the minimum 200 feet on Elm Street. However, when exiting the garage on Preble Street, the sight distance is blocked by the existing building. As in most urban areas, in actuality, vehicles pull up further than 10 feet behind the edge of pavement. If existing vehicles pull up to edge of roadway, beyond the impact of the adjacent building, sight lines increase dramatically, because parking is prohibited in this area.

Sight distance along Preble and Elm Street for the proposed parking at 196 Lancaster Street both exceed 400 feet and sight distance along Lancaster Street and Cedar Street for 89 Elm Street parking all exceed 300 feet.

3.D Entrance/Exit Compliance with Design Requirements

Entrances and exits were designed to meet all the criteria specified in the MaineDOT's Chapter 299 Highway Driveway and Entrance Rules.

Attachment 3

Entrance/Exit Locations

SPACE AND BULK STANDARDS		
ZONING DISTRICT: B3	REQUIRED	PROPOSED
MINIMUM LOT AREA	N/A	.86 AC
MINIMUM STREET FRONTAGE	15 FT	132 FT
MAX FRONT YARD SETBACK	5 FT	6.66 FT
MINIMUM FRONT YARD SETBACK (LANCASTER ST)	N/A	5 FT
MINIMUM REAR YARD SETBACK (OXFORD ST)	N/A	3.85 FT
MINIMUM SIDE YARD SETBACK	N/A	2.91 FT
MAX LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLICLY ACCESSIBLE WAY	30 FT, EXCEPT 15 FT WITH PAD OVERLAY	< 30 FT
MAXIMUM BUILDING HEIGHT	80'*	< 80 FT

* PER THE BAYSIDE HEIGHT OVERLAY PLUS THE ADDITIONAL 25' FOR AFFORDABILITY IN SECTION 18

SPACE AND BULK STANDARDS		
ZONING DISTRICT: R6	REQUIRED	PROPOSED
MINIMUM LOT AREA	2,000 SF	.86 AC
MINIMUM STREET FRONTAGE	20 FT	132 FT
MINIMUM FRONT YARD SETBACK (LANCASTER ST)	5 FT	6.66 FT
MINIMUM REAR YARD SETBACK (OXFORD ST)	10 FT	10.88 FT
MINIMUM SIDE YARD SETBACK	5 FT	5.09 FT
LOT WIDTH	20 FT	89.51 FT
MAXIMUM BUILDING HEIGHT	45 FT	< 45'
STEPBACK	ADDITIONAL 5' SETBACK ABOVE 35'	–

GENERAL NOTES:
1. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
2. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE
3. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
5. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
6. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

REFERENCES:

1. PLAN REFERENCE
   1.1. PLAN TITLED "TOPOGRAPHIC SURVEY" PREPARED BY OWEN HASKELL, INC. DATED DECEMBER 8TH, 2022

LEGEND:
- PROPERTY LINE
- SETBACK LINE
- FLUSH GRANITE CURB
- VERTICAL GRANITE CURB

20 0 20 40
SCALE: 1" = 20'

PROPOSED MODIFICATION OF CURBLINE WITH VERTICAL GRANITE CURB PER DETAIL
PROPOSED CURB EXTENSION, CROSSWALK, AND DETECTABLE PAD
EXISTING CURB, CROSSWALK, AND DETECTABLE PAD
PROPOSED STREET TREE PER DETAIL AND LA, TYP.
PROPOSED PATIO PER LA
ZONE B7
ZONE B3
ZONE R6
ZONING DISTRICT BOUNDARY, TYP.
25 mph
LANCASTER STREET
300'
PROPOSED REINFORCED CONCRETE SIDEWALK
EXISTING CURB CUT TO REMAIN AND BE MODIFIED
EXISTING PARKING LOT TO REMAIN
PROPOSED SEAT WALL PER LA
CANOPY ABOVE, TYP.
RETAIL SPACE
SPRINKLER ROOM
RETAIL SPACE
27.32'
EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED PER DETAIL
LOBBY
MECHANICAL ROOM
56 CEDAR STREET
PROPOSED PROPERTY LINE, TYP.
CURB CUT TO BE CLOSED
TM 26-A-12
N/F JAMES W. HALL
SARAH MICHNIEWICZ
23909/341
EXISTING LIGHT POLE TO REMAIN, TYP.
BIKE STORAGE
MAIL/PACKAGES
10.18'
PROPOSED RETAINING WALL AND GUARDRAIL/FENCE PER STRUCTURAL ENGINEER
EX. RETAINING WALL TO REMAIN WITH MODIFICATIONS AS SHOWN
TM 26-A-11
N/F ROBERT HYDE
27470/68
MECHANICAL AND ELECTRICAL ROOM WITH FUTURE EV AND SOLAR PROVISIONS
SETBACK LINE, TYP.
COMMUNITY ROOM
STORAGE/ LAUNDRY
PR. LOCATION OF 9'X9' PADMOUNT TRANSFORMER
50 CEDAR STREET
EXISTING PARKING AND CURB CUT TO REMAIN
EXISTING HOME TO REMAIN
TM 26-A-8
N/F ALBERT
BRESETTE
7951/275
196 LANCASTER STREET LLC
39779/232
ELM STREET (ONE-WAY)
PROPOSED BUILDING:
89 ELM STREET
3 RETAIL UNITS
201 RESIDENTIAL UNITS
PROPOSED WOOD GUARDRAIL PER DETAIL
PR. PAVEMENT
N/F AMELIA A. LABRECK
37970/11
24'
EX. STREET TREES TO REMAIN, TYP.
89.51
2ND STORY
HALL COURT
EXISTING GRANITE CURB ALONG ELM STREET TO REMAIN. IF DISTURBANCE OCCURS DURING CONSTRUCTION, RESET PER DETAIL
12 PARKING STALLS TO BE STRIPED
EXISTING PARKING LOT TO REMAIN
TM 26-B-1
N/F ROBERT HYDE
27470/68
TM 26-B-2,3
N/F ALBERT
BRESETTE
3 STORY CONCRETE
CEDAR STREET (ONE-WAY)
25 MPH
R10'
46 CEDAR STREET
22'
PROPOSED DRIVEWAY AND MODIFIED CURB CUT
WBP COMMERCIAL LLC.
39779/227
38,301 S.F. ±
0.88 ACRES ±
PR. STAIRS AND RAMP WITH RAILINGS
R15'
PROPOSED RESURFACED PARKING LOT
SEAT WALL OR CURB AND DECORATIVE RAILING AT ELM STREET ENTRY, TYP. OF 3
PROPOSED 22' WIDE ACCESS AND UTILITY EASEMENT
PR. LOCATION OF SOLID WASTE
TM 26-B-14
N/F MARY LEE
BENNISON
27956/297
6' SIDEWALK PER DETAIL
EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED PER DETAIL
PR. MULCH AND SHRUBS
REFER TO LANDSCAPE ARCHITECTURE PLANS FOR PROPOSED PLANTING, TYP.
RESIDENTIAL
3RD STORY
TM 33-H-16,17
N/F
DAVID B. NOWLIN
25148/336
PR. RETAINING WALL
EXISTING OVERHEAD UTILITIES TO BE REROUTED, SEE SHEET C-20
RETAIL SPACE
10.36'
14.78'
2.91'
0.33'
8.92'
100.08'
OXFORD STREET LLC
39779/241
3,674 S.F. ±
2-1/2 STORY WOOD FRAME
1 STORY BRICK
EXISTING LIGHT POLE AND OVERHEAD WIRES TO BE REMOVED AND REROUTED
EXISTING TREE TO BE REMOVED
ABUTTER'S CURB CUT TO REMAIN
TEMP. CONSTRUCTION SIGNAGE AND TRAFFIC CONTROL PLAN TO BE DEVELOPED BY CONTRACTOR AND SUBMITTED TO CITY PRIOR TO CONSTRUCTION
OXFORD STREET (ONE-WAY)
300'
PRELIMINARY
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY	DATE
CONCEPT	WHS	8/4/22
PRELIM SITE	SJL	2/13/23

DRAWING NAME: SITE PLAN
PROJECT NAME: 89 ELM STREET REDEVELOPMENT – PORTLAND
CLIENT: TOM WATSON & CO., LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND SHALL NOT BE USED FOR ANY PROJECT OTHER THAN THAT SPECIFICALLY INTENDED BY ACORN ENGINEERING, INC. ANY SUCH MODIFICATION OR UNAUTHORIZED USE OF THESE PLANS WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 FORE RIVER PARKWAY, SUITE 104
PO BOX 3477, PORTLAND, ME 04104
(207) 775-2655

FILE: 1192.2_CIVIL
JN: 1192.2
SCALE: AS NOTED
DESIGNED BY: SJL
DRAWN BY: DNM
CHECKED BY: WHS

STATE OF MAINE
SAMUEL J. LEBEL
10509
LICENSED PROFESSIONAL ENGINEER
2/13/23

DRAWING NO.
C-10

REFERENCES:

1. EXISTING CONDITIONS PROVIDED BY "TOPOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBLE, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE" PREPARED FOR BUSH WATSON DATED DECEMBER 6, 2022 BY OWEN HASKELL, INC.UTILITY INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT MAPPING, UNITIL MAPPING, AND THE CITY OF PORTLAND GIS DATA CATALOG.
2. ADDITIONAL EXISTING INFORMATION FROM CAD FILE PROVIDED BY OWEN HASKELL, INC. OF "BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE" DATED SEPTEMBER 28, 2015.

SPACE AND BULK STANDARDS

ZONING DISTRICT	DOWNTOWN BUSINESS (B3)	MIXED DEVELOPMENT (B7)	RESIDENTIAL (R6)
MINIMUM LOT AREA	N/A	N/A	VARIES
MINIMUM STREET FRONTAGE	15 FT	N/A	20 FT
MAX FRONT YARD SETBACK	5 FT	10 FT	N/A
MINIMUM FRONT YARD SETBACK	N/A	N/A	5 FT
MINIMUM REAR YARD SETBACK	N/A	N/A	10 FT
MINIMUM SIDE YARD SETBACK	N/A	N/A	5 FT
LOT WIDTH	N/A	N/A	20 FT
MINIMUM LENGTH OF BUILDING WALL AT MAX SETBACK	N/A	75% OF STREET FRONTAGE OR 25% OF BUILDING PERIMETER	N/A
LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLICLY ACCESSIBLE WAY	30 FT, EXCEPT 15 FT WITH PAD OVERLAY	N/A	N/A
FLOOR AREA	NONE, EXCEPT 15,000 SF FOR EACH FLOOR ABOVE 125 FT		
MAXIMUM BUILDING HEIGHT	PER DOWNTOWN AND BAYSIDE OVERLAY MAPS	PER BAYSIDE OVERLAY MAP	45 FT
LOT COVERAGE (MAX)	N/A*	N/A	60%
LANDSCAPED OPEN SPACE RATIO	N/A	N/A	20%
*MAX 25% OF LOT AREA FOR PORTIONS OF STRUCTURES EXCEEDING 125 FEET IN HEIGHT			

LEGEND:

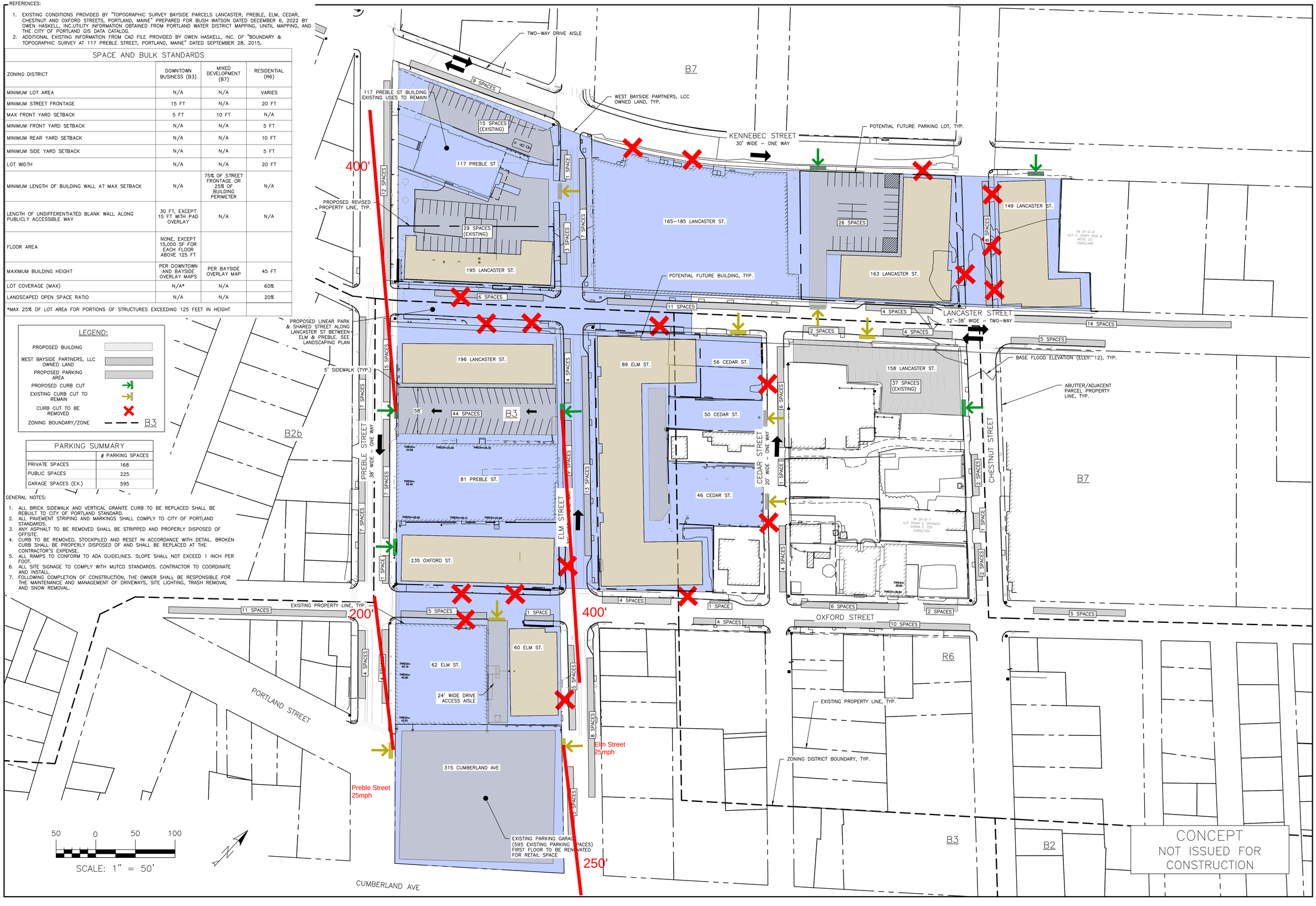
- PROPOSED BUILDING
- WEST BAYSIDE PARTNERS, LLC OWNED LAND
- PROPOSED PARKING AREA
- PROPOSED CURB CUT
- EXISTING CURB CUT TO REMAIN
- CURB CUT TO BE REMOVED
- ZONING BOUNDARY/ZONE — B3

PARKING SUMMARY

	# PARKING SPACES
PRIVATE SPACES	168
PUBLIC SPACES	225
GARAGE SPACES (EX.)	595

GENERAL NOTES:

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.



ISSUED FOR	BY	DATE
MASTER DEVELOPMENT PLAN	WHS	12/23/22
TMP	WHS	2/2/23

DRAWING NAME: MASTER SITE PLAN

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
ENGINEERING
ACORN ENGINEERING, INC.
P.O. BOX 3242 PORTLAND, MAINE 04104
(207) 775-2655

ALL PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS TO THE PLANS, WHETHER, INADVERTENT, OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1093.13_CIVIL
JN:	1093.13
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
2/2/2023
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-10

4

Section 4: Title, Right, or Interest

4.A Evidence of Title, Right, or Interest

The proposed development is located on properties owned by the Applicant and identified as the following:

- 60 Elm Street – 033 M012001
- 89 Elm Street – 033 H018, H005, H006, H007
- 196 Lancaster Street – 033 G003, G006
- 315 Cumberland Avenue (Garage) – 033 M004001

Attached are copies of the deeds associated with the property.

Attachment 4

Deeds

Evidence of Right, Title and Interest

See attached deeds showing ownership for the proposed development parcels.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **73 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

Doc#: 51977 Bk:39779 Pg: 235

Received
Recorded Register of Deeds
Oct 13,2022 02:29:58P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, Parcel to 73 Elm Street LLC)

A CERTAIN LOT OR PARCEL OF LAND WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET AND THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 43° 45' 13" W ALONG SAID SIDELINE OF SAID ELM STREET 111.92 FEET; THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 46° 08' 15" E A DISTANCE OF 90.10 FEET;

S 43° 54' 25" E A DISTANCE OF 31.26 FEET;

N 49° 53' 31" E A DISTANCE OF 55.81 FEET TO THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 42° 36' 35" E ALONG THE LAND OF SAID NOWLIN 83.34 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 38' 53" W ALONG THE SIDELINE OF OXFORD STREET 144.34 FEET TO THE POINT OF BEGINNING, CONTAINING 14,879 S.F. OR 0.34 ACRES. MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET, THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE SOUTHWESTERLY SIDELINE OF CEDAR STREET AND IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN ON A PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 49° 39' 27" E ALONG SAID SIDELINE OF LANCASTER STREET EAST 210.57 FEET TO THE SOUTHWESTERLY SIDELINE OF CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG SAID SIDELINE OF CEDAR STREET 40.00 FEET TO THE NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF BAYSIDE IV, LLC AS DESCRIBED IN DEED BOOK 35293, PAGE 78;

THENCE, THE FOLLOWING COURSES AND DISTANCES ALONG SAID BAYSIDE IV, LLC LAND:

S 49° 39' 26" W A DISTANCE OF 117.00 FEET;

S 42° 13' 00" E A DISTANCE OF 39.96 FEET;

N 49° 39' 26" E A DISTANCE OF 117.89 FEET TO THE SOUTHWESTERLY SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 39.34 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF AMELIA A. LABRECK AS DESCRIBED IN DEED BOOK 37970, PAGE 11;

THENCE, BY THE FOLLOWING COURSES AND DISTANCES ALONG SAID LABRECK LAND:

S 48° 42' 12" W A DISTANCE OF 118.73 FEET;
S 42° 13' 00" E A DISTANCE OF 40.00 FEET;

N 48° 41' 30" E A DISTANCE OF 119.62 FEET TO THE SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 80.62 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 48° 41' 30" W ALONG SAID NOWLIN LAND 63.30 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 49°53'31" W A DISTANCE OF 55.81 FEET;

N 43°54'25" W A DISTANCE OF 31.26 FEET;

S 46°08'15" W A DISTANCE OF 90.10 FEET TO THE NORTHEASTERLY SIDELINE OF SAID ELM STREET;

THENCE, N 43°45'13" W ALONG THE SIDELINE OF ELM STREET 215.15 FEET TO THE POINT OF BEGINNING, CONTAINING 38,462 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:30:55P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE III, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside III, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE III, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside III, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, CHESTNUT STREET, ELM STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE III, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY Of DEEDS IN PLAN BOOK 200, PAGE 42 (THE "PLAN'), BOUNDED AND DESCRIBED AS FOLLOWS:

THENCE S 48° 37' 47" W ALONG THE SIDELINE OF OXFORD STREET 167.19 FEET;

THENCE N 43° 29' 51" W 67.00 FEET;

THENCE N 48° 37' 47" E 35.54 FEET;

THENCE N 00° 14' 40" E 2.72 FEET;

THENCE N 52° 33' 00" E 18.73 FEET;

THENCE N 41° 16' 13" W 3.10 FEET;

THENCE N 49° 06' 44" E 109.65 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 70.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE PREMISES CONVEYED TO BAYSIDE III, LLC BY QUITCLAIM DEED FROM OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 193.

Received
Recorded Register of Deeds
Oct 13,2022 02:32:29P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 5- 50 Cedar Street)

A CERTAIN LOT OR PARCEL OF LAND WITH ALL THE BUILDINGS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CEDAR STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE LINE OF SAID STREET DISTANT TWO HUNDRED FORTY-FOUR AND FOUR TENTHS (244.4) FEET NORTHWESTERLY FROM OXFORD STREET AT THE NORTHERLY CORNER OF LAND SOLD BY THE ADMINISTRATOR OF WILLIAM WEBB'S ESTATE TO JOSIAH M. HASKELL AND RUNNING THENCE NORTHWESTERLY BY SAID CEDAR STREET FORTY (40) FEET TO A STAKE;

THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHWESTERLY SIDE OF SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE SOUTHWESTERLY SIDELINE OF LAND OF WHICH THE SAID WEBB DIED SEIZED;

THENCE SOUTHEASTERLY BY SAID SOUTHWESTERLY SIDELINE OF SAID WEBB'S LAND TO MOST WESTERLY CORNER OF SAID HASKELL'S LOT;

THENCE NORTHEASTERLY BY SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PREMISES CONVEYED BY DEED DATED NOVEMBER 16, 2018 FROM 50 CEDAR STREET, LLC, TO BAYSIDE IV, LLC, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 35293, PAGE 77, AND BY DEED RECORDED IN SAID REGISTRY AT BOOK 35293, PAGE 78.

Received
Recorded Register of Deeds
Oct 13,2022 02:35:36P
Cumberland County
Jessica M. Spaulding

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **149 LANCASTER STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 13th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF CHESTNUT STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF SAID CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF LANCASTER STREET;

THENCE BY THE NORTHEASTERLY SIDE OF CHESTNUT STREET N 44° 38' 26" W, A DISTANCE OF 165.33 FEET, TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET;

THENCE BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET N 49° 02' 07' E, A DISTANCE OF 84.95 FEET, TO THE NORTHWESTERLY CORNER OF LAND CONVEYED TO E. PERRY IRON AND METAL CO. AS DESCRIBED IN THE DEED RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 12604 PAGE 268;

THENCE BY LAND NOW OR FORMERLY OF SAID E. PERRY IRON AND METAL CO. ON THE FOLLOWING COURSES:

S 40° 57' 53" E, A DISTANCE OF 117.11 FEET;
N 49° 02' 47" E, A DISTANCE OF 40.11 FEET;
S 43° 43' 01" E, A DISTANCE OF 47.93 FEET, TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 02' 07" W, A DISTANCE OF 116.76 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:34:34P
Cumberland County
Jessica M. Spaulding

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 4)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET, AND THE NORTHEASTERLY SIDE OF CEDAR STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND STATE OF MAINE AND SHOWN AS PARCEL 4 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL. INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF CEDAR STREET;

THENCE N 43° 29' 51" W ALONG THE SIDELINE OF CEDAR STREET 64.50 FEET;
THENCE N 48° 37' 47" E 57.00 FEET;
THENCE S 43° 29' 51" E 64.50 FEET TO THE NORTHWESTERLY SIDELINE OF OXFORD STREET;
THENCE S 48° 37' 47" W ALONG SAID SIDELINE 57.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 4 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON. SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 78.04 FEET;
THENCE S 49° 06' 44" W 108.67 FEET;
THENCE S 43° 14' 05" E 39.95 FEET;
THENCE S 41°16' 13" E 3.10 FEET;
THENCE S 52° 33' 00" W 18.73 FEET;
THENCE S 00°14' 40" W 2.72 FEET;
THENCE S 48° 37' 47" W 35.54 FEET;
THENCE N 43° 29' 51" W 33.00 FEET;
THENCE S 48° 37' 47" W 57.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 23.00 FEET;
THENCE N 48°37' 47" E 113.42 FEET;
THENCE N 43° 14' 05' W 58.51 FEET TO THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;
THENCE ALONG SAID SIDELINE THE FOLLOWING COURSES AND DISTANCES:
N 33° 50' 09" E 19.40 FEET;
N 42° 14' 19" E 19.88 FEET;
N 49° 19' 48" E 68.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 3 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:33:19P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE I, LLC

By_____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:25:54P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **196 LANCASTER STREET LLC** a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

_____

BAYSIDE I, LLC

By _____

Thomas A. Toye, III

Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____

Attorney at Law/~~Notary Public~~

_____

Printed Name Jason G. Howe, Esq.
Bar No. 0004860

Doc#: 51976 Bk:39779 Pg: 233

Received
Recorded Register of Deeds
Oct 13,2022 02:28:31P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, 196 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON SOUTHEASTERLY SIDE OF LANCASTER STREET EAST, THE SOUTHWESTERLY SIDE OF ELM STREET AND THE NORTHEASTERLY SIDE OF PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE Of MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC' MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST;

THENCE, N 49° 39' 27" E ALONG THE SIDELINE OF SAID LANCASTER STREET EAST 199.65 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 134.76 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 47° 34' 12" W A DISTANCE OF 93.02 FEET;

S 44° 45' 38" E A DISTANCE OF 7.27 FEET;

S 47° 31' 17" W A DISTANCE OF 109.53 FEET TO THE NORTHEASTERLY SIDELINE Of SAID PREBLE STREET;

THENCE, N 42° 34' 18" W ALONG THE SIDELINE OF PREBLE STREET 149.36 FEET TO THE POINT OF BEGINNING, CONTAINING 28,591 S.F. OR 0.66 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101,with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

_____

BAYSIDE I, LLC

By _____

Thomas A. Toye, III

Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside I, LLC.

_____

Attorney at Law/Notary Public

_____

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 190 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON THE SOUTHWESTERLY SIDE OF ELM STREET, THE NORTHWESTERLY SIDE OF OXFORD STREET AND THE NORTHEASTERLY SIDE PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC" MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE NORTHWESTERLY SIDELINE OF OXFORD STREET;

THENCE, N 42°34'18" W ALONG THE SIDELINE OF SAID PREBLE STREET 182.30 FEET;

THENCE THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 47° 31' 17" E A DISTANCE OF 109.53 FEET;

N 44° 45' 38" W A DISTANCE OF 7.27 FEET;

N 47° 34' 12" E A DISTANCE OF 93.02 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 193.26 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 33' 13" W ALONG THE SIDELINE OF OXFORD STREET 206.30 FEET TO THE POINT OF BEGINNING. CONTAINING 38,301 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

EXHIBIT A
(Legal Description 62 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE BUILDINGS THEREON, SITUATED ON THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE N 48° 33' 13" E ALONG THE SOUTHERLY SIDE OF OXFORD STREET A DISTANCE OF 114.66 FEET;

THENCE, S 43° 08' 59" E BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO LAND NOW OR FORMERLY OF NORTHERN INVESTORS LLC AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHERN INVESTORS LLC AND BY THE FACE OF THE SAID BRICK BUILDING A DISTANCE OF 115.91 FEET TO THE EASTERLY SIDELINE OF SAID PREBLE STREET;

THENCE, N 42° 34' 00" W ALONG THE SIDELINE OF PREBLE STREET A DISTANCE OF 127.22 FEET TO THE POINT OF BEGINNING, CONTAINING 14,526 S.F. OR 0.33 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13,2022 02:23:43P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE II, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside II, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACIUTY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13,2022 02:22:36P
Cumberland County
Jessica M. Spaulding

MAINE REAL ESTATE TAX PAID

DLN:_____

QUITCLAIM DEED WITH COVENANT

Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC,** a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:

BAYSIDE IV, LLC

By _____
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member 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 Bayside IV, LLC.

_____
Attorney at Law/Notary Public

_____
Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 2 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDELINE OF HALL'S COURT;

THENCE S 49° 19' 48" W ALONG THE SIDELINE OF HALL'S COURT 112.65 FEET;

THENCE N 43° 29' 51" W 31.09 FEET;

THENCE N 49° 39' 27" E 112.08 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 30.48 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13,2022 02:21:12P
Cumberland County
Jessica M. Spaulding

5

Section 5: Public or Private Right-of-Way

5.A Public or Private Rights–of–Way

The site is proposed to be accessed as described in Section 3. No additional public or private rights of way are proposed.

6

Section 6: Schedule

6.A Schedule

Phases 1 and 2 are anticipated to be constructed by 2025. The proposed uses are anticipated to be fully occupied in 2026.

ACORN ENGINEERING, INC.

Dear Neighbor: February 10th, 2023

On behalf of West Bayside Partners, LLC and Port Property, we are pleased to invite you to a neighborhood meeting to discuss Port Property's 10-year Master Development Plan for the proposed redevelopment of the West Bayside area. A Master Development Plan is an optional planning tool that can be used to outline large, multi-phase projects in the early stages. The 10-year plan includes five phases of development that, taken together, include the construction of seven new buildings, 200+ affordable housing units, 600+ market-rate units, and 28,500 square feet of new commercial space. Along with this new construction, the plan also outlines the retention and renovation of existing commercial and institutional buildings, as well as the retrofitting of the Public Market parking garage with infill retail and amenity uses.

A key feature of the development plan is the prioritization of pedestrian networks and connectivity within the surrounding neighborhood. Port Property aims to optimize streetscapes for walkability with widened sidewalks, enhanced lighting, and additional landscaping.

Meeting Location: 190 Lancaster Street, Portland, ME 04101
Meeting Date/Time: Tuesday, February 21, 2023 at 5:30 p.m.

A sign-in sheet will be circulated and a record of the meeting will be taken. Both the sign-in sheet and record will be submitted to the Planning Board. If you have any questions, please call (207) 775-2655.

Note: Under the City of Portland land use code, an applicant for a major site plan, master development plan, subdivision of over five lots, or zoning map amendment is required to hold a neighborhood meeting within 30 days of an application being deemed complete and no less than seven calendar days before a public hearing. Should you wish to offer additional comments on this proposed development, you may forward them by e-mail to planning@portlandmaine.gov or by mail to the Planning and Urban Development Department, Planning Division, 4th Floor, 389 Congress Street Portland, ME 04101.

ACORN ENGINEERING, INC.

Planning Division
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

February 22, 2023

Subject: West Bayside Master Development Plan Neighborhood Meeting

I, Mike Triglione, hereby certify that a neighborhood meeting was held on February 21, 2023 at 190 Lancaster Street at 5:30 pm.

I also certify that on February 10, 2023, 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.

2. Residents on the "interested parties" list.

Sincerely,

Mike Triglione, P.E.
Project Engineer
Acorn Engineering, Inc.

Included with this certification are:

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

Att. U

Sign-in Sheet

Name	Email
Holly Picotte	hpicotte@gmail.com
Jenepher Cliffe	jeni.cliffe@gmail.com
Patrick-THERRIAULT	patrick@thernault@gmail.com
Sophie Hamblett	Sophie.c.hamblett@gmail.com
Jay York	jay@jayyork.biz
Kristin Ricciardone	kristin.ricciardone@opportunityalliance.org
Michelle Hansen	michelle.hansen@opportunityalliance.org
Jim Hall	MTJIMHALL@GMAIL.COM
Andrew Rosenstein	andrew718@mac.com
Heidi Souerwine	heidisouerwine@gmail.com

Sign-in Sheet

Name	Email
Carol Hutchins	hutchinscarol54@gmail.com
Jed Nitzberg	jednitzberg@gmail.com
PAT PINTO	alwaysagoonie@gmail.com
ANNETTE ELOWITCH	annette.elowitch@gmail.com
Alec Jaegerman	alecjaegerman@gmail.com
Deborah Fell	dffell@yahoo.com
Tex Haeuser	tex@haeuserplanning.com
Taylor Cray	tcray@pebblestreet.org
Homeless Voices for Justice	hvj@pebblestreet.org
Cheryl Harkins (HVJ, HaH4ALL, ~~Statewide~~ Homeless Council, MeCoC	cherylharkins5@gmail.com
Amy Geren	amy.m.geren@gmail.com
Scott McMullin + Shirley Navarro	mcmullin.scott@gmail.com sknavarro@gmail
DAVID NOWLIN	ARCHC3@GMAIL.COM
Christine Nickerson	ChrisLNick@gmail.com
Sarah Michniewicz	SarahMichniewicz@Mac.com

Sign-in Sheet

Name	Email
Madeleine Weatherhead	mweather@protonmail.com
Stacy Begin	sbegin@twofatcatsbakery.com
Christine Arsenault ☆	carsenault3@gmail.com
Ned Payne	NedPayne@gmail.com
Colette Bouchard	colette.bouchard@goodwillnne.org
Carrie Swarthout	carrie.swarthout@opportunityalliance.org
Sarah Hansen	shansen@portlandlandmarks.org
Alex Landry	alex@citymouse.us
Susan McCluskey	smccluskey@maine.rr.com

Sign-in Sheet

Name	Email
Peter Markoe	pjmarkoe@gmail.com
Sam Rhys	portlandgm@batsonriver.com
James King	jfk1757@gmail.com
Klayton Brewer	Klaytonbrewer@Gmail.com
Hilda Taylor	hilda@urbancatsitters.com
George Rheault	george.rheault@gmail.com
Jim Devine	JamesWDevine@yahoo.com
Avery Yale Kamila	avery.kamila@gmail.com
Bruce Daigle	bdaigle@smcme.edu

West Bayside Development Vision

Vision for Lancaster Street, as seen from Preble Street.



Tom Watson & Co. PORT PROPERTY Stantec ACORN ENGINEERING, INC vhb

Master Development Plan Process

Anticipated Timeline:

- Application Submission – December 23, 2022
- Neighborhood Meeting – February 21, 2023
- 1st Planning Board Workshop – March 14, 2023
- 2nd Planning Board Workshop – TBD
- Planning Board Public Hearing - TBD

City of Portland Planner: Zach Powell (zpowell@portlandmaine.gov)

Introduction

In keeping with Portland's goals, Bayside will foster a community that is:



Bayside will source inspiration from other walkable, mixed-use community spaces. This image is from the recently completed The Landing, in Fort Wayne, IN.

The Development will:

- Establish the Lancaster corridor as Bayside's "Main Street," lined with retail, food and beverage, and other amenities from Parris Street to Whole Foods.
- Introduce 800+ total and 200+ affordable new rental homes for the Portland community to accommodate the City's growing need for mixed-income housing.
- Create a signature public space between Preble and Elm where the neighborhood can come together.
- Convert numerous surface parking lots into vibrant new developments.
- Retain social services and other established community organizations in refurbished historic buildings.
- Consolidate parking at the Public Market garage to manage traffic, promote pedestrian access, and strengthen the connection between Bayside and downtown Portland.
- Source inspiration from cities that have successfully followed a similar path, prioritizing pedestrian access, mixed-use community spaces, and sustainable initiatives.
- Promote a thoughtful development process that helps Portland achieve its Comprehensive Plan goals and addresses affordability, accessibility, connectivity, and climate resiliency.

Translating Portland's plan into a diverse neighborhood that celebrates shared community

Build a neighborhood heart for the entire community



Develop a Main Street and public realm that reflects what makes Bayside special.

Create places that connect people



Promote walkable connections across Bayside and to the surrounding city.

Establish a genuine common ground



Introduce an inclusive, accessible place where the community can come together.

Foster real walkability



Develop a critical mass of density and mix of uses that invite pedestrians.

Celebrate living culture and local heritage



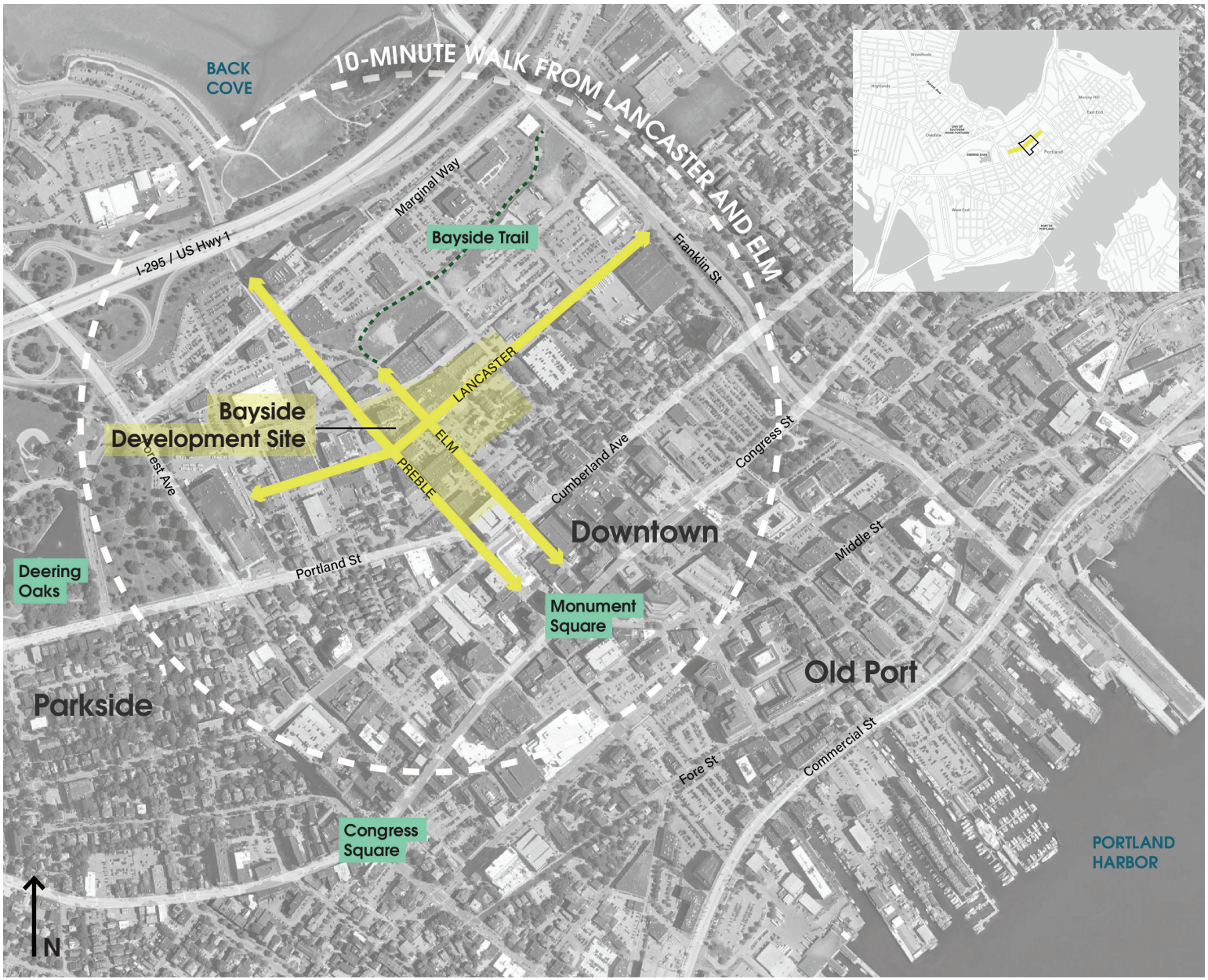
Reinforce the neighborhood's diverse architectural character and community values.

Curate the street



Integrate food/beverage and other neighborhood amenities that bring the streets to life.

A Centrally Located Portland Neighborhood

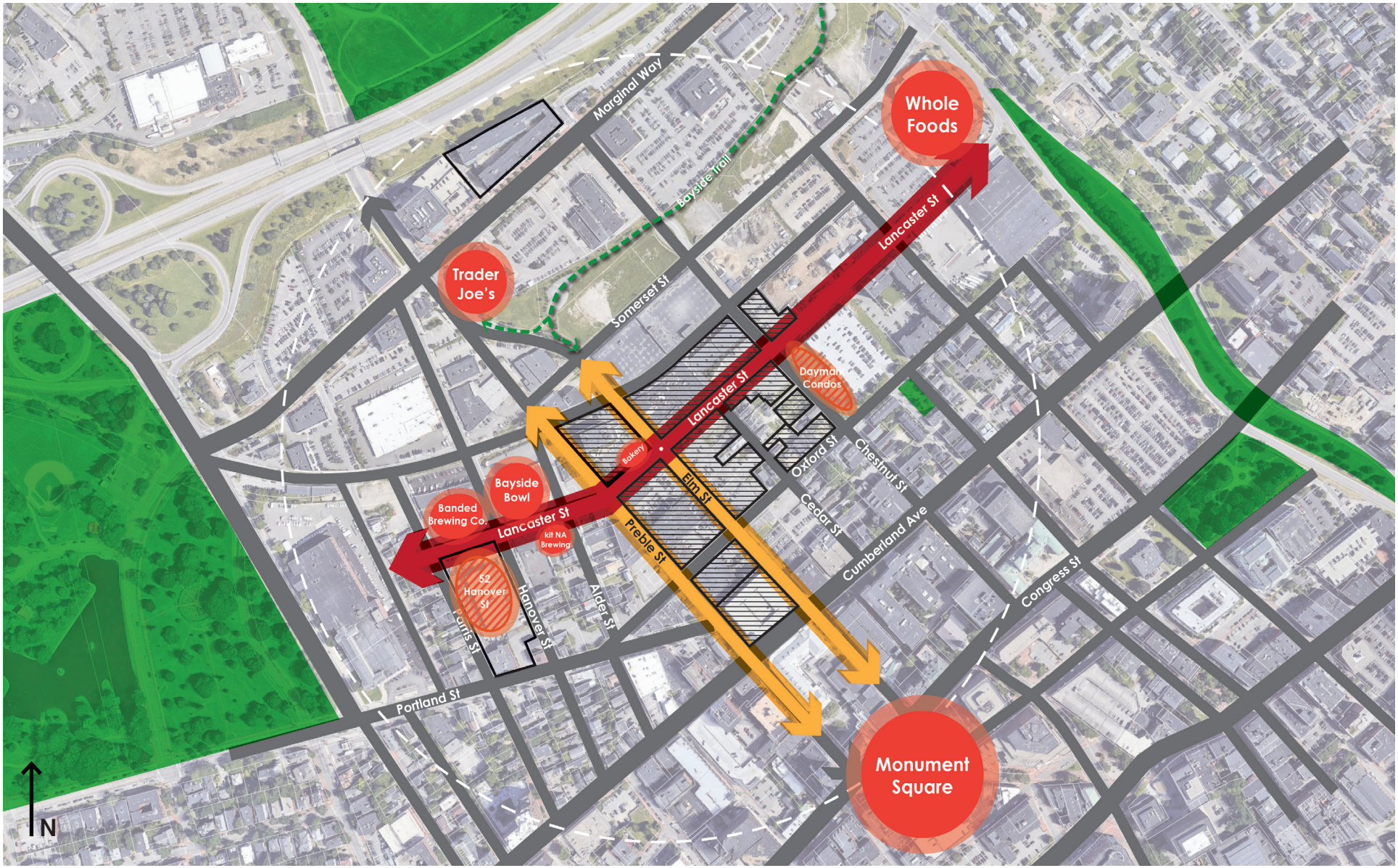


The Bayside neighborhood is situated near Portland's scenic Back Cove and the historic Deering Oaks Park area, all while being minutes away from Downtown.

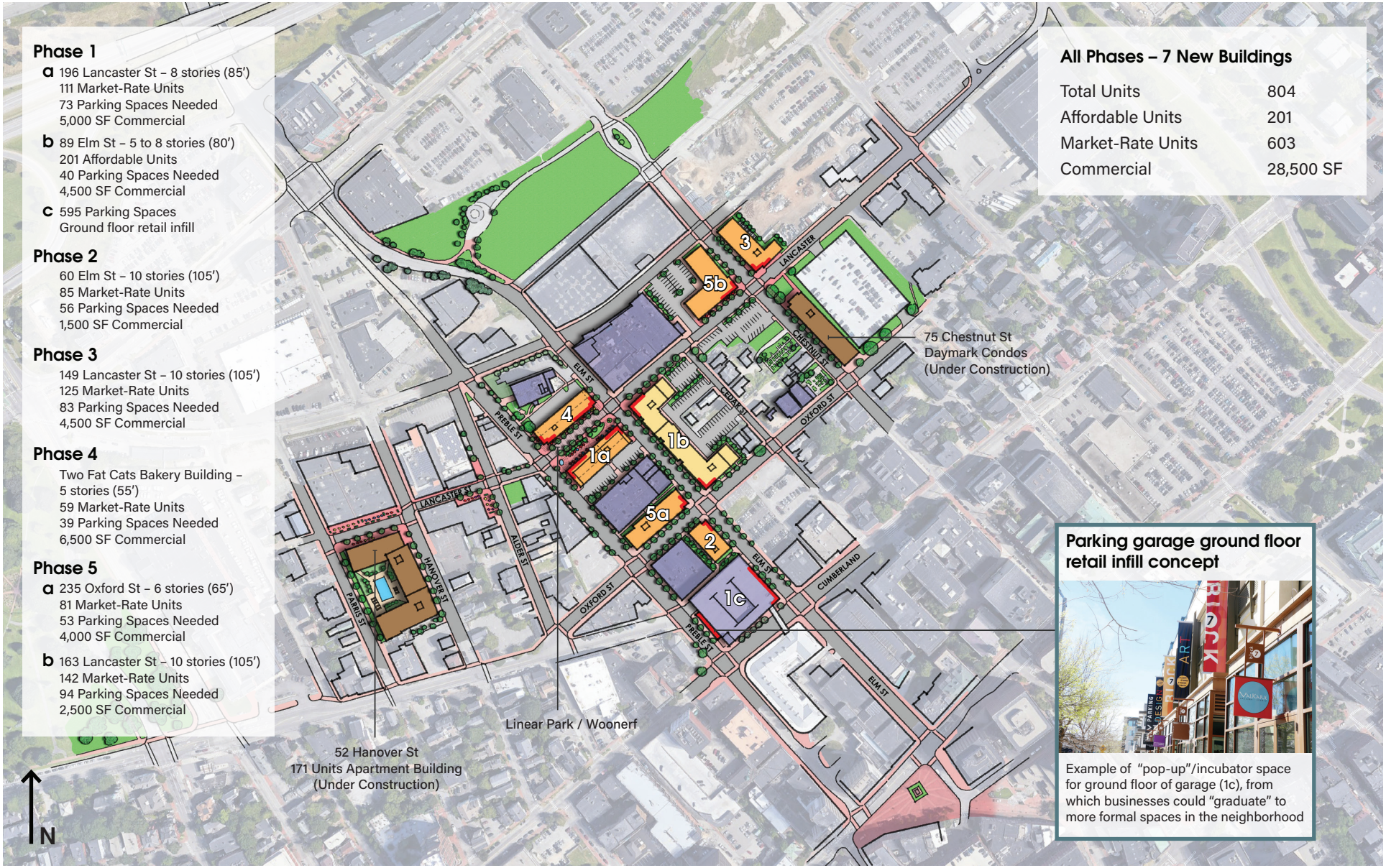
Bayside offers residents and neighbors a unique, distinctive feel with local cafes, restaurants, and craft breweries to experience.

The Heart of Bayside

The site resides at the crossroads of West Bayside's key streets and corridors and introduces a new heart to the neighborhood.



Site Plan


Phase 1
a 196 Lancaster St – 8 stories (85')
111 Market-Rate Units
73 Parking Spaces Needed
5,000 SF Commercial
b 89 Elm St – 5 to 8 stories (80')
201 Affordable Units
40 Parking Spaces Needed
4,500 SF Commercial
c 595 Parking Spaces
Ground floor retail infill
Phase 2
60 Elm St – 10 stories (105')
85 Market-Rate Units
56 Parking Spaces Needed
1,500 SF Commercial
Phase 3
149 Lancaster St – 10 stories (105')
125 Market-Rate Units
83 Parking Spaces Needed
4,500 SF Commercial
Phase 4
Two Fat Cats Bakery Building –
5 stories (55')
59 Market-Rate Units
39 Parking Spaces Needed
6,500 SF Commercial
Phase 5
a 235 Oxford St – 6 stories (65')
81 Market-Rate Units
53 Parking Spaces Needed
4,000 SF Commercial
b 163 Lancaster St – 10 stories (105')
142 Market-Rate Units
94 Parking Spaces Needed
2,500 SF Commercial
All Phases – 7 New Buildings
Total Units 804
Affordable Units 201
Market-Rate Units 603
Commercial 28,500 SF
75 Chestnut St
Daymark Condos
(Under Construction)
Linear Park / Woonerf
52 Hanover St
171 Units Apartment Building
(Under Construction)
Parking garage ground floor retail infill concept
Example of "pop-up"/incubator space for ground floor of garage (1c), from which businesses could "graduate" to more formal spaces in the neighborhood
N
Planned affordable housing
Planned market-rate housing
Existing buildings remain
Existing or planned retail
Housing currently under construction

The Lancaster Street Corridor




Banded Brewing


Schlotterbeck & Foss Building


Baxter Academy



Two Fat Cats Bakery


Whole Foods

Batson River Brewing


Bayside Bowl

There is already a lot going on along Lancaster Street, but gaps in activity between Preble and Pearl detract from the street's overall liveliness.

The Lancaster Street Corridor




Banded Brewing


Schlotterbeck & Foss Building


Baxter Academy


Coffee shop


Whole Foods



Two Fat Cats Bakery

Batson River Brewing


Bayside Bowl


Cafe

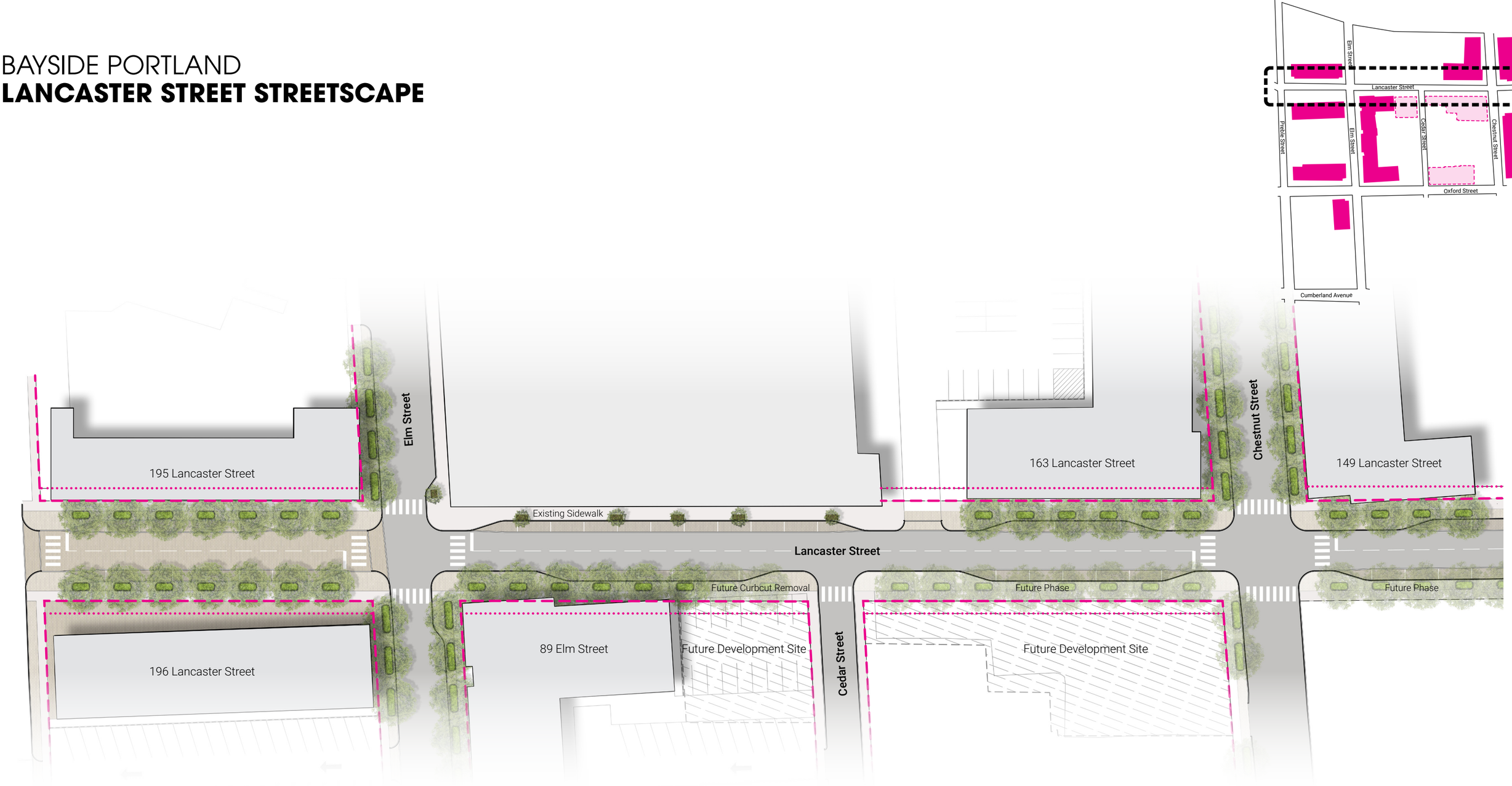

Restaurant


Bookstore


Ice cream shop

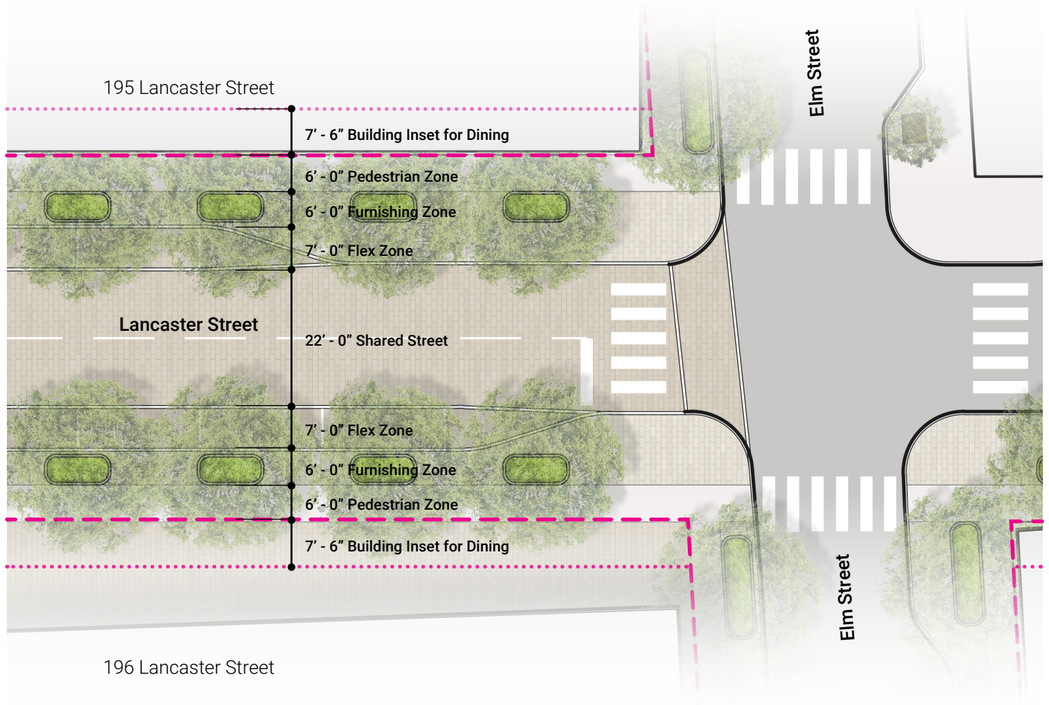
BAYSIDE PORTLAND

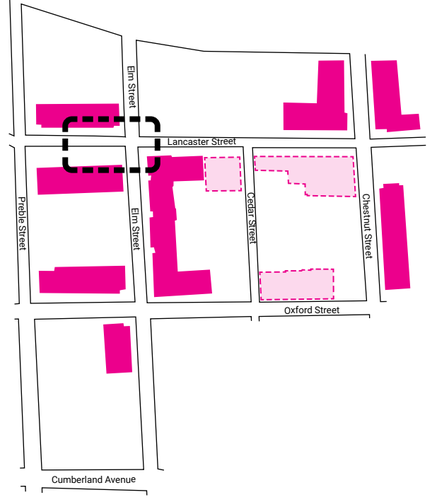
LANCASTER STREET STREETSCAPE

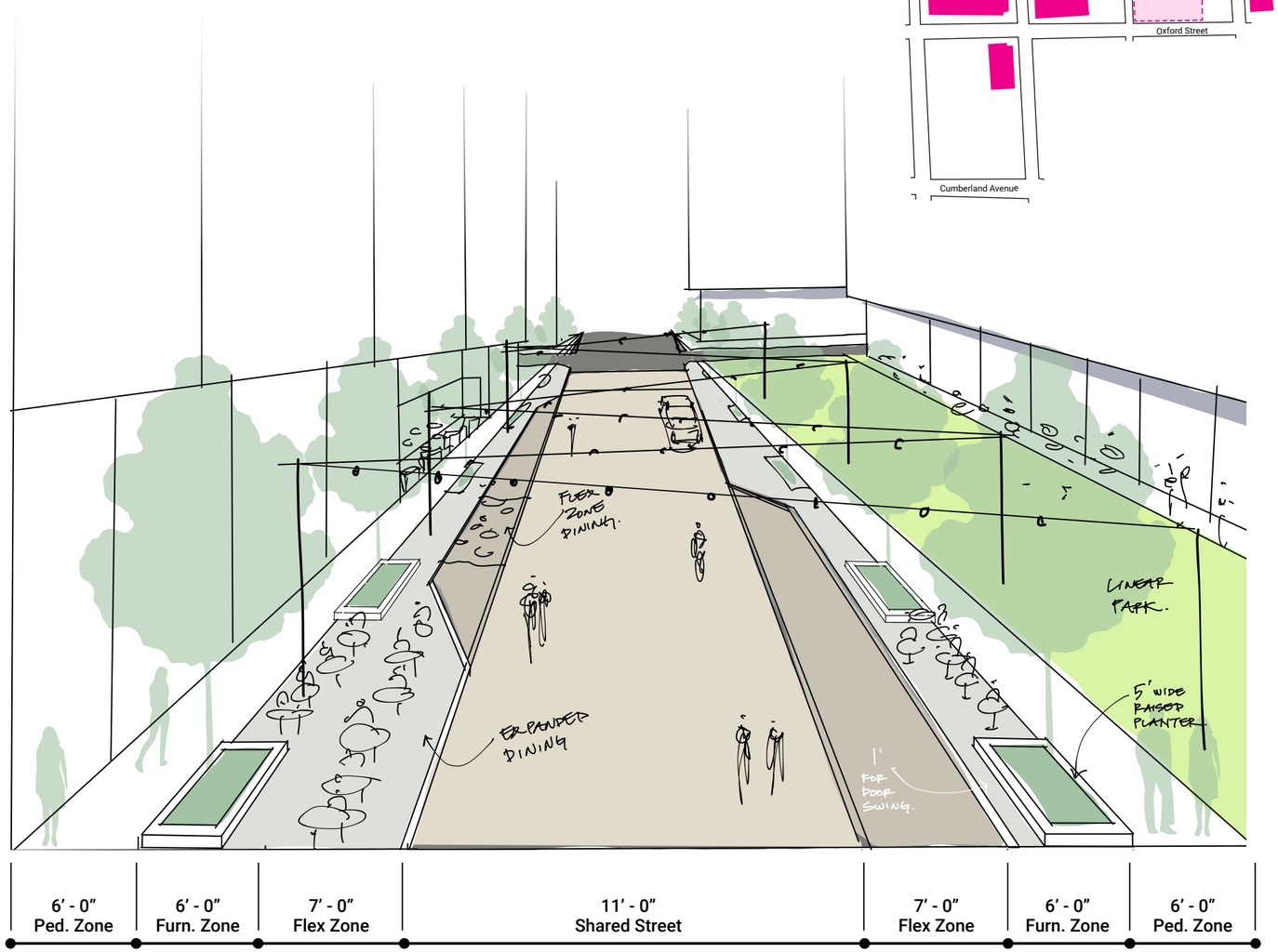


LANCASTER STREETSCAPE

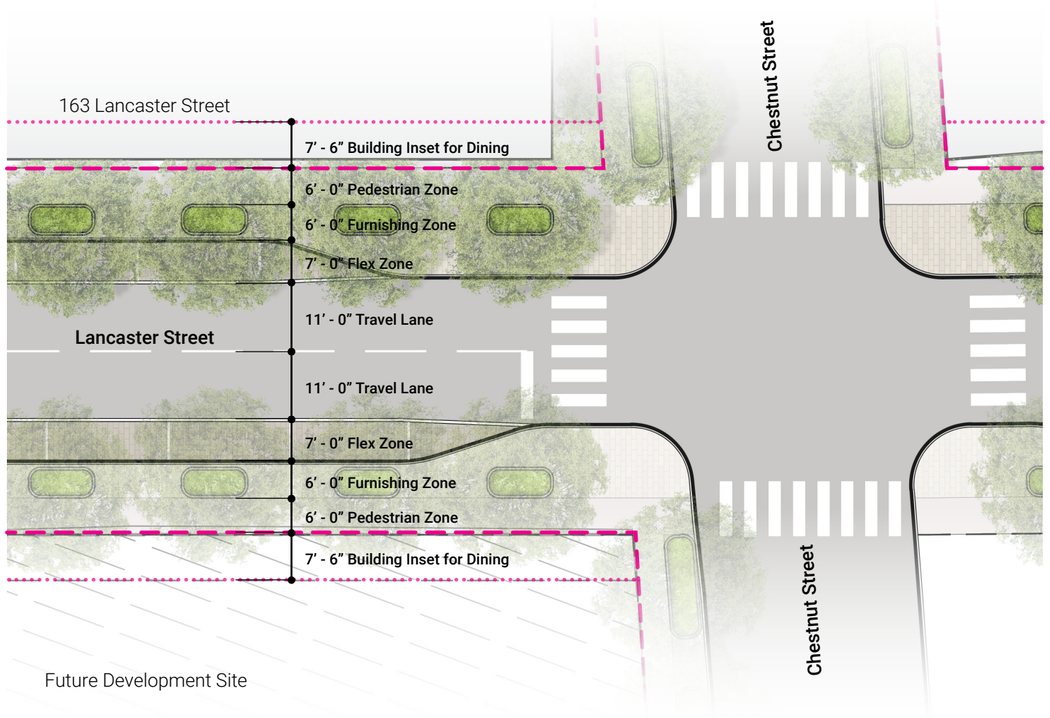
195 -196 LANCASTER STREET

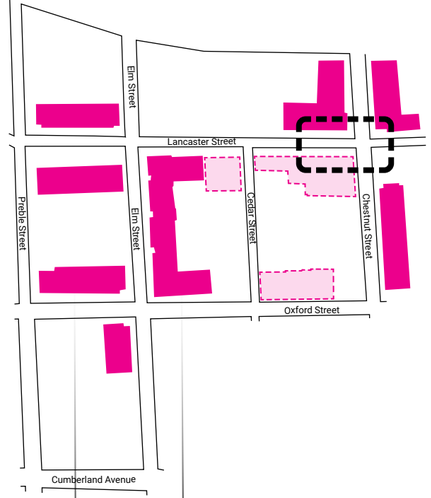


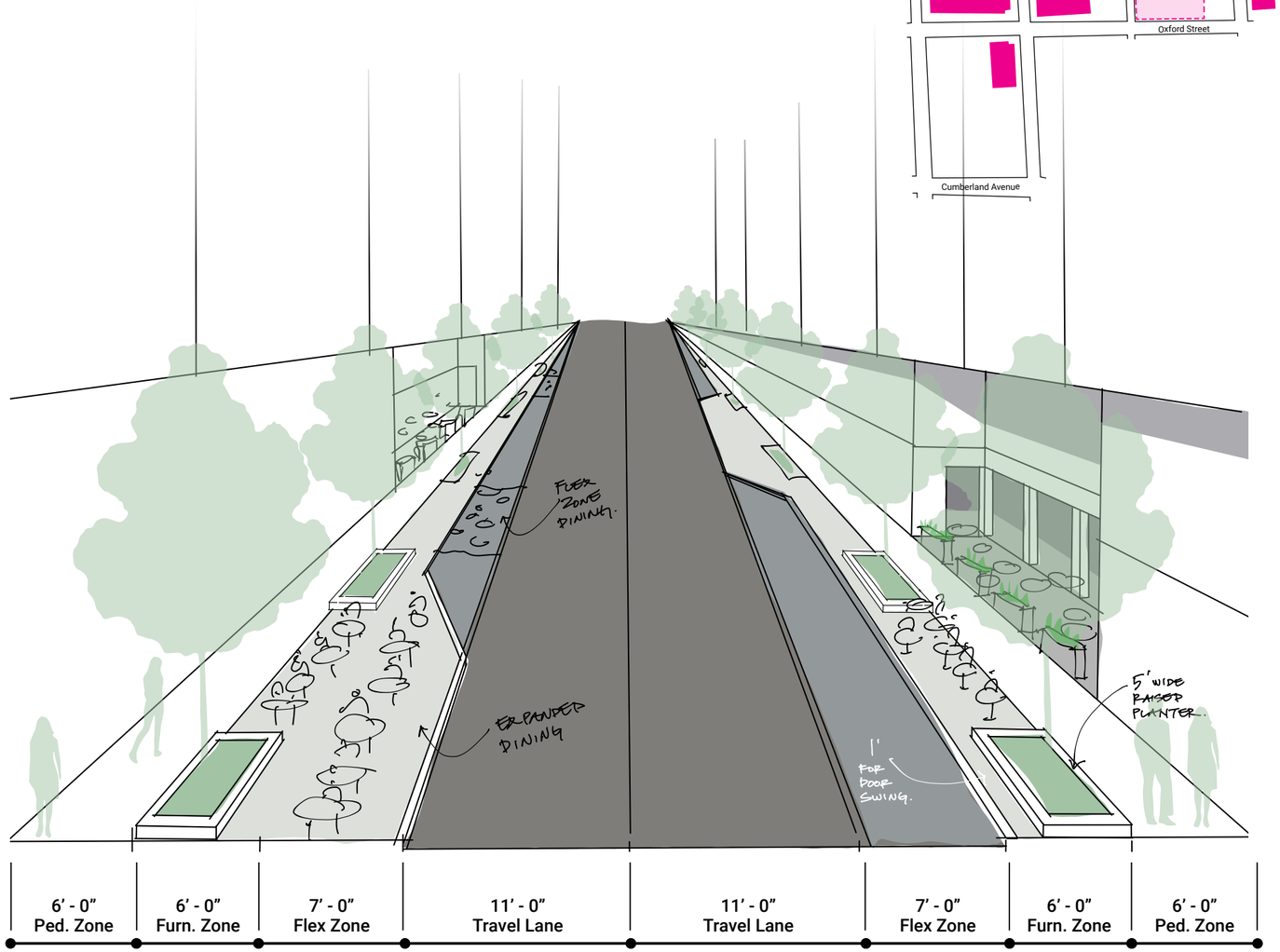




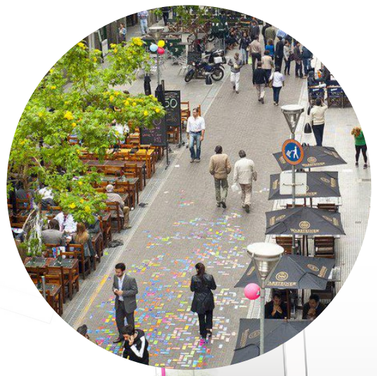
LANCASTER STREETSCAPE
163 -149 LANCASTER STREET



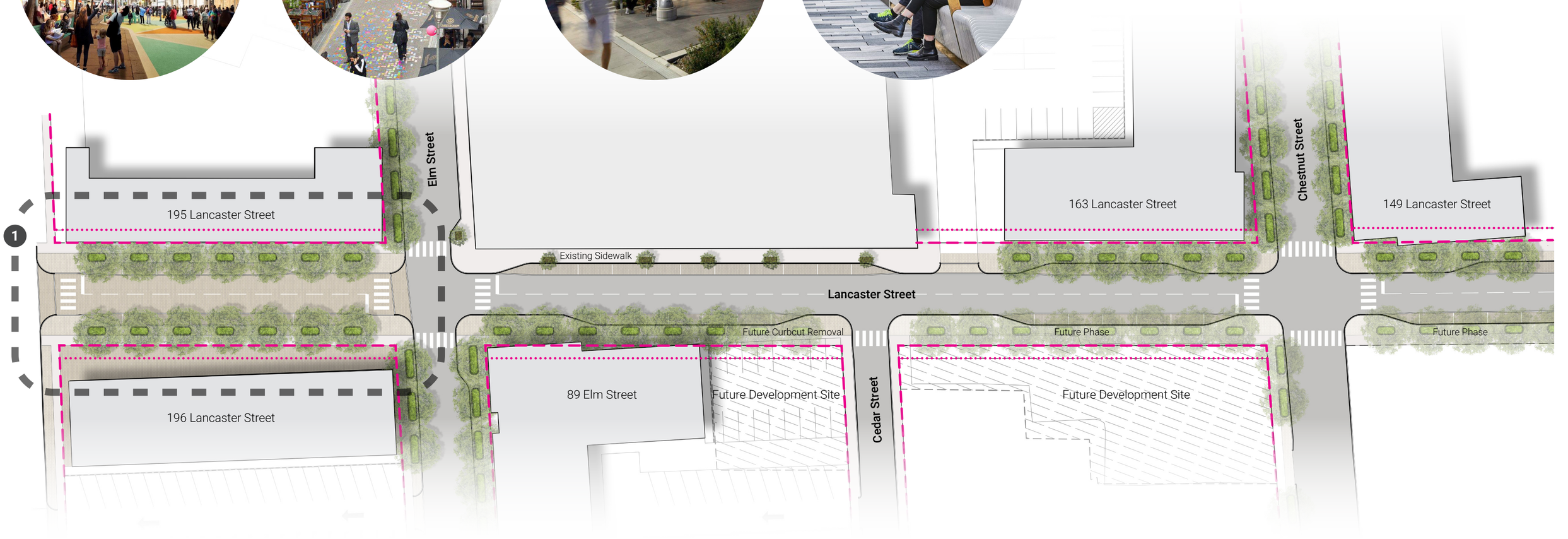




LANCASTER STREETSCAPE PRECEDENTS
1. SHARED STREET





LANCASTER STREETSCAPE PRECEDENTS
2. ECLECTIC COMMERCIAL FRONTAGE



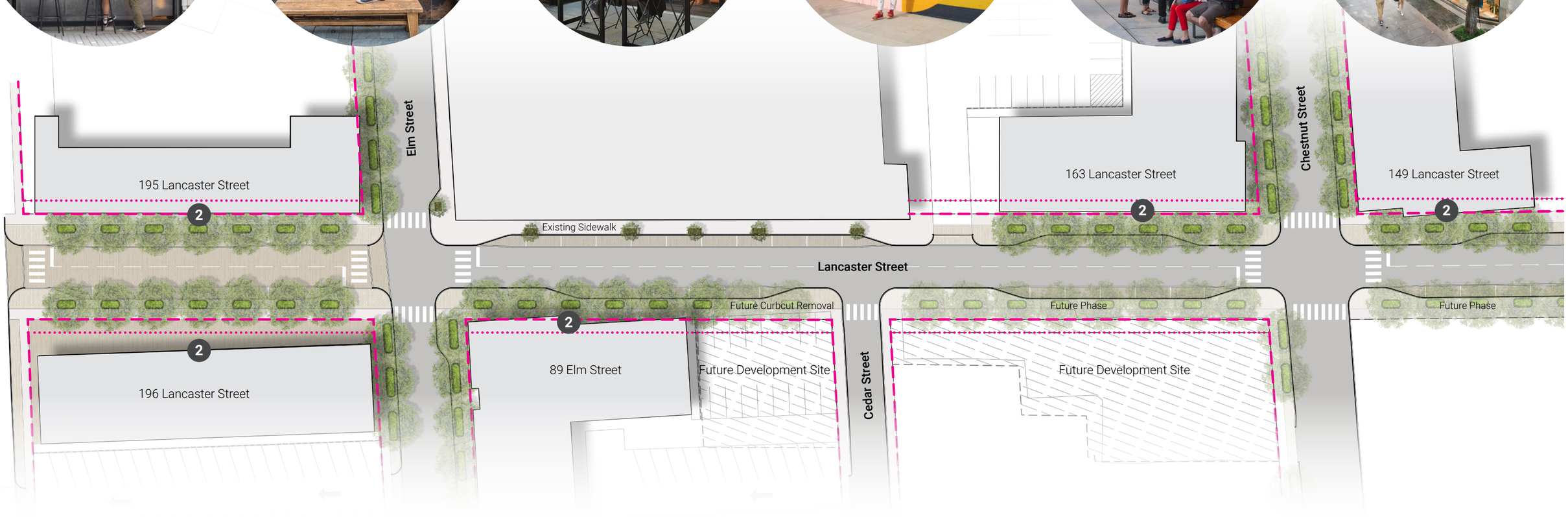












LANCASTER STREETSCAPE PRECEDENTS
3. OUTDOOR DINING



a.) Expanded Furnishing Zone



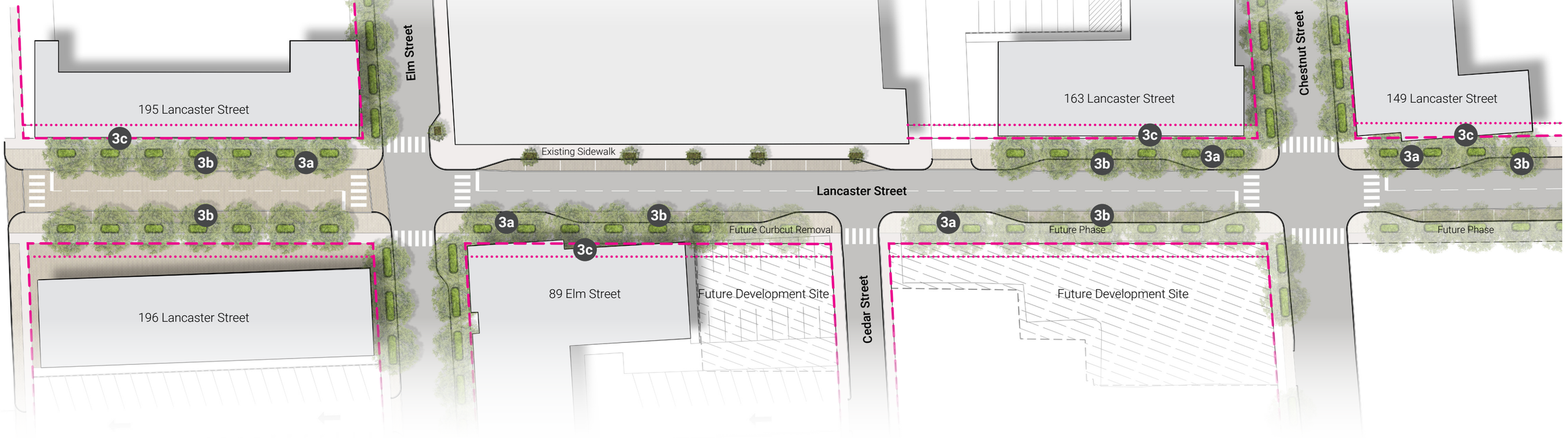
b.) Flex Zone





c.) Inset Buildng Face





LANCASTER STREETSCAPE PRECEDENTS
4. LIGHTING



a.) catenary



b.) gateway



c.) integrated



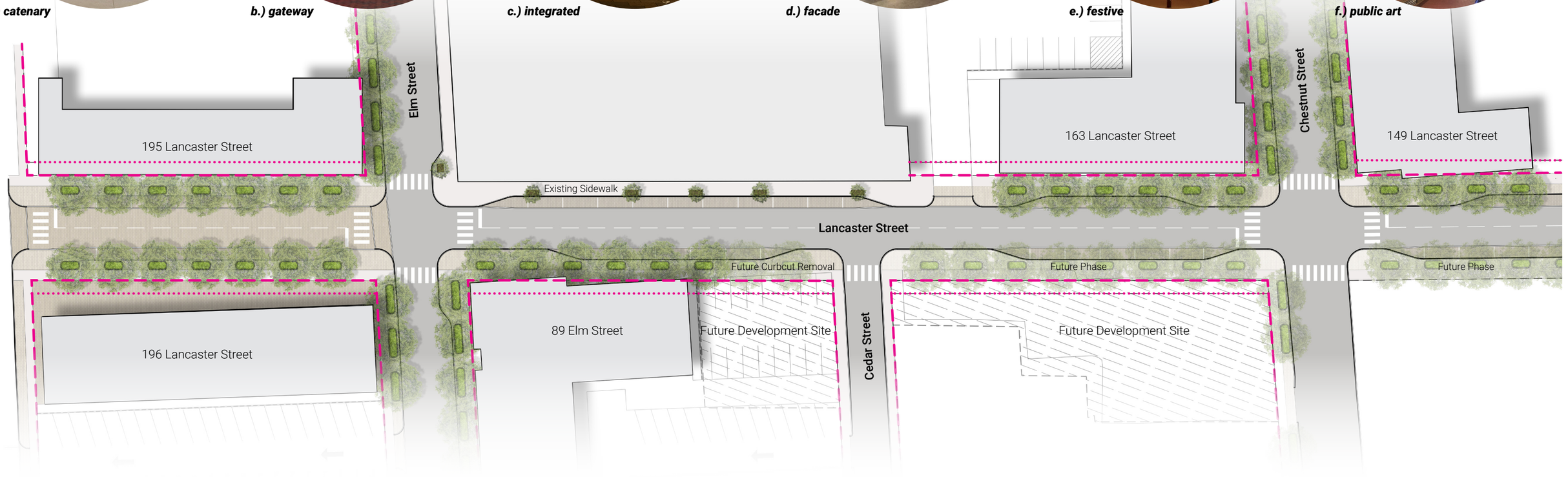
d.) facade



e.) festive



f.) public art



BAYSIDE PORTLAND

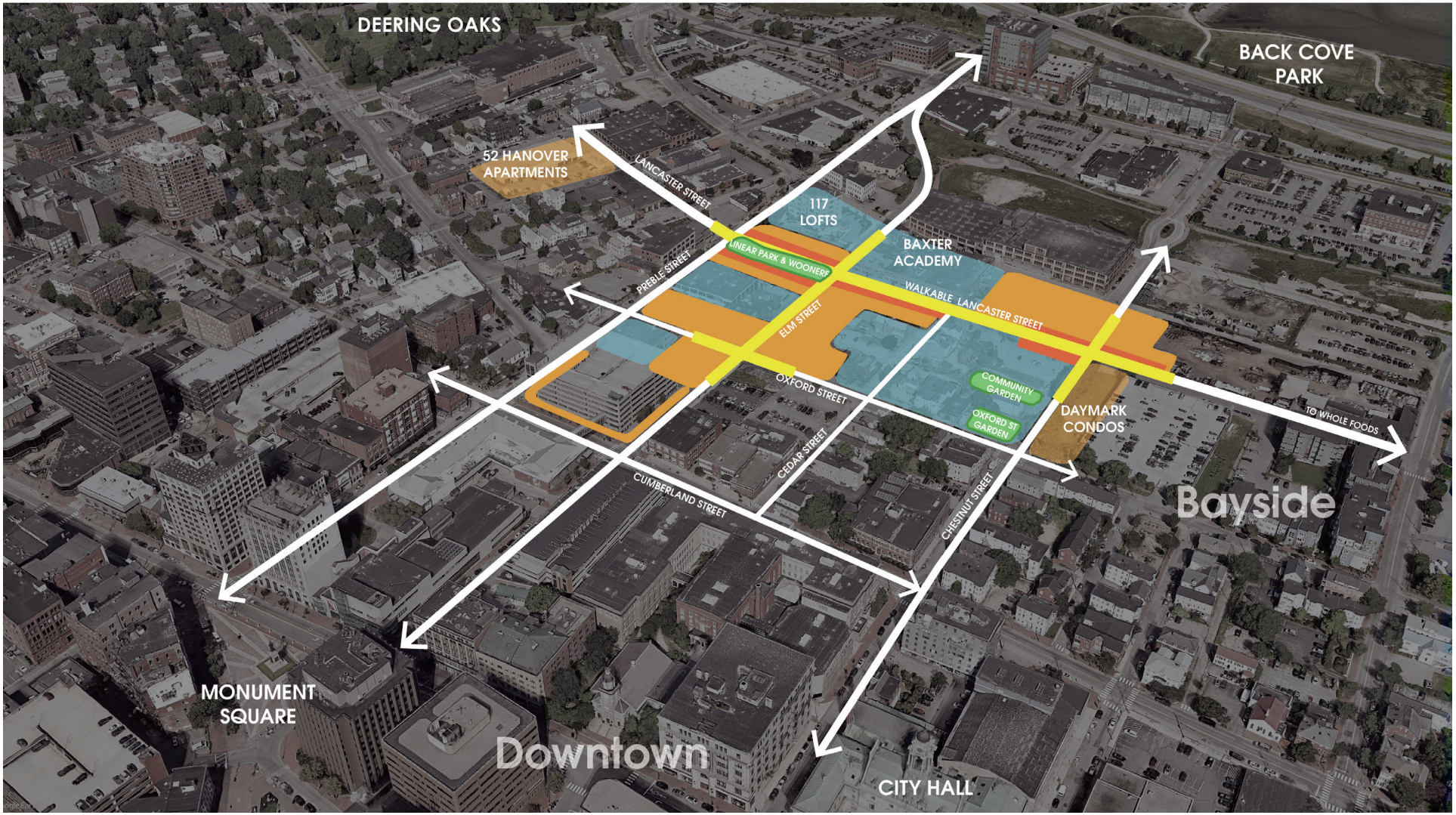
RETAIL & OUTDOOR DINING OPPORTUNITIES



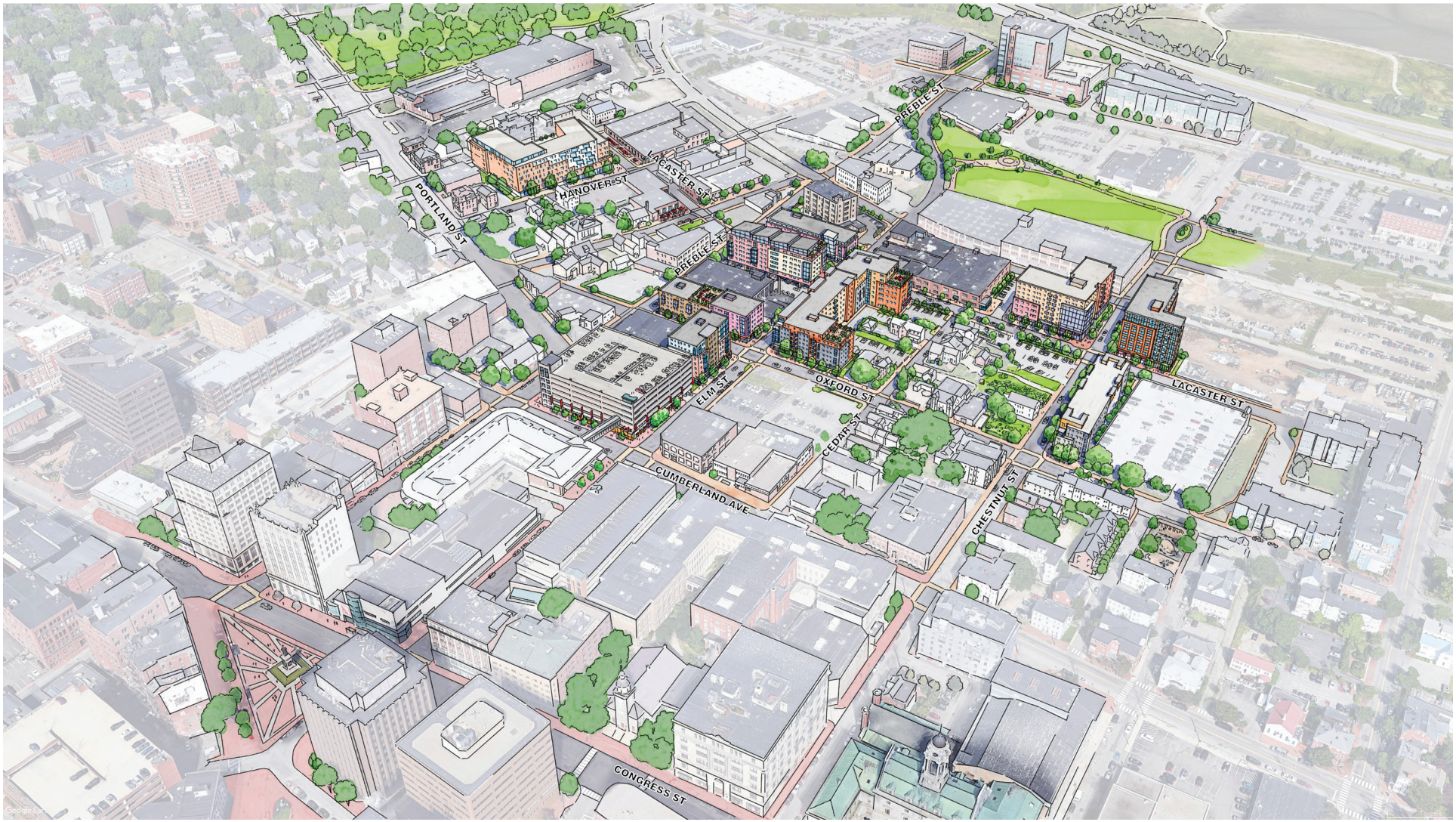
Placemaking Framework

Applying the Master Plan Principles:

- Build a neighborhood heart for the entire community
- Create places that connect people
- Establish a genuine common ground
- Foster real walkability
- Celebrate living culture and local heritage
- Curate the street



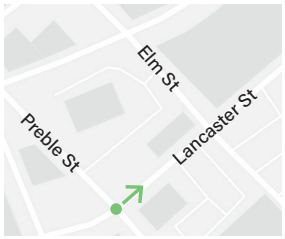
Bayside From Above



Lancaster Street Transformed



The development vision imagines a Lancaster Street brought to life by a new linear greenspace, walkable shared street, and vibrant mix of retail, food, and beverage destinations.





View from Preble St, looking east down Lancaster St



Creating an 18-hour live work play neighborhood

Note: Lighting will be designed to meet city dark sky requirements

West Bayside Master Development Plan

Neighborhood Meeting Minutes

February 21, 2023 / 5:30 pm
190 Lancaster St, Portland, ME

Project Team Attendees:

Will Savage (WS): Civil Engineer/Presenter (Acorn Engineering)
Mike Triglione (MT): Civil Engineer/Note Taker (Acorn Engineering)
Jeff Sauser (JS): Urban Designer/Presenter (Stantec)
Mike Barton (MB): Developer/Applicant (Bush Watson)
John Laliberte (JL): Developer/Applicant (Bush Watson)

Meeting started at approximately 5:30 pm.

Presentation:

Will Savage:
- Team introduction
- Overview of MDP process
- Project introduction

Jeff Sauser:
- Stantec introduction
- Master Plan Principles
    - Neighborhood context
    - Phasing
    - Lancaster Street corridor & streetscape
    - Retail & outdoor dining opportunities
    - Placemaking & overall vision

Comments, Questions & Answers:

Please note that the following questions and answers were not recorded verbatim and aim to represent and summarize the actual questions, answers, and discussion that took place at the meeting.

Neighbor: Why are all the affordable units located in one building? Is there a time limit on the affordable designation of the apartments?

- **JL**: All of the affordable units located in one building is a function of the financing. The units will be affordable in perpetuity. The buildings will be held to Maine Housing standards as part of the financing.

Neighbor: Please consider further partnership with HUD or Portland Housing to make very low income housing.

Neighbor: Tom Toye had formerly owned most of these parcels and regularly attended Bayside neighborhood meetings. It seems the neighborhood has been the solution to City's homeless/drug problems in the past and is now the solution to the City's housing problem. Developer should consider concessions for property owners on Cedar St where an 8 story building will be in their backyard.

South Portland Resident: Consider a facility locally that acts as a community center.

Neighbor: Will the mental health services that currently occupy the area be displaced?

- **JL**: Current leases are to be honored.

Neighbor: What will be the impact to the existing 190 Lancaster Parking lot?

- **JS**: The parking lot will be reconstructed with double-loaded head-in parking.

Neighbor: What is the amount of income the affordable housing is intended for?

- **MB**: Housing is based on income of 60% of area median income.
- **Neighbor**: Is there any consideration for lower income housing?
- **MB**: Not at this time.

Robert S. from Bayside Neighborhood Association: Voiced concerns regarding the Bayside Community Garden, as it is the only community garden in the city that is not owned by the city.

Neighbor: What is the proposed height of the buildings?

- **MB**: Buildings currently planned are to be 5-8 stories. Future phases could be as tall as 10 stories as zoning rules allow.

Neighbor: Advocating for greenspace within the neighborhood.

Neighbor: How was the retail to housing ratio determined? It appears there is a portion of Elm Street with no retail. Preference for smaller retail spaces.

- **MB**: There was no formula used; most retail spaces were determined by the topography of the site. It can be challenging to make good retail with ADA accessible spaces along the steep slopes like Elm St. Retail spaces are more focused on Lancaster & Oxford St, where the entrances can be more level.
- **WS**: Retail spaces currently planned are will likely be 2,000 sf or less.

Neighbor: Advocating for ground floor retail space.

Neighbor: Has concerns that some recent developments in Portland act as "gated communities", having lots of amenities such that are for residents only. Advocating for buildings that serve the whole community.

- **JL**: Retail spaces are to be public and buildings are not planned to be highly amenitized apartments.

Neighbor: What is the typical bedroom count of the apartments?

- **MB**: Most of the apartments are to be studios and 1-bedrooms. The affordable building will be 1- and 2-bedrooms.

Neighbor: Voicing concerns for how much parking is provided for the proposed development.

Neighbor: How is mobility for disabled or elderly people being considered? Concerns for parking at parking garage & going down steep slopes of Elm & Preble Streets.

- **MB**: Handicapped spaces will be provided as streetside parking.
- **JS**: Sidewalk condition will be improved & brought up to ADA & City standards.

Neighbor: Have there been any discussions on improving connections from this neighborhood to other neighborhoods in the city?

- **MB**: Coordination of this project with city traffic engineers is ongoing. The project is in the immediate vicinity of the Metro Pulse & bike lanes have been recently striped on Elm & Preble to have better connectivity for bicycles.

Neighbor: Voicing concerns about parking impacts of the development.

Neighbor: 190 Lancaster building was the first reinforced concrete building in the state of Maine, the former Chrysler dealership. Advocating for preservation of it as it is a historic building. Is there any plan for the building at the corner of Oxford & Preble?

- **JL**: Future uses of the building are still being considered.

Heidi from Bayside: This is the biggest development in Portland in a generation. Voiced concerns on greenspace. Bayside Trail park is shown on site plan, but is not a pleasant usable park currently. Also, looking for more info on neighborhood pride and architectural details. A good example of architecture for the neighborhood would be the building housing Batson River. A bad example would be 409 Cumberland. Also voicing concerns on complete, walkable neighborhood with amenities for community members.

- **JS**: The team is looking for feedback regarding the open space on the plan. With regard to architecture, the Master Development plan is intended to show overall themes as oppose to showing finished architectural plans.

Sarah from Greater Portland Landmarks: We have just completed surveys of the Armenian and Chinese Heritage of the neighborhood and it will be shared with the project team shortly. In addition, voicing concerns for environmental impacts and climate and flooding resiliency of the development.

- **WS**: Each site will have a soil management plan to deal with the urban fill that is currently on site. Sites will have designs to minimize environmental impact soil export, such as buildings without basements. In reference to flooding, elevation 12' is typically the elevation that Acorn uses as a minimum Finished Floor Elevation to give buildings resiliency against future flooding and sea level rise. There are two portions of the site that are below that elevation, along the north portion of Elm & at the corner of Chestnut & Lancaster.

Neighbor: What have been the conversations with other stakeholders in the area? Namely Avesta, who owns a lot near the project.

- **MB**: Conversations are being had with Avesta, but no plans have been presented from Avesta at this point. Other abutters are being reached out to.

Neighbor: Are the unit counts subject to change and would that be reviewed by the Board or Staff?

- **WS**: The current unit count is based on the maximum feasible amount. We will need to check with planner to see the process for changing unit counts post-approval if that occurs. Typically, a reduction of units is limited to staff review/approval.

Neighbor: Is there consideration for making Lancaster Street pedestrian only?

- **JS**: Not at this time, as traffic can make retail spaces more desirable.
- **WS**: There have been discussions on closing the street to traffic at certain times for neighborhood festivals, etc.

Neighbor: Complaints about how difficult it is to drive around neighborhood, namely Oxford Street.

Neighbor: Expressing a need for community gathering spaces and more greenspace in the area, and possibly a community center. Also voicing encouragement for more affordable housing. Consideration and outreach to immigrant & underprivileged members of the communities should be conducted.

- **JS**: It is the intention to make a plan for a diverse neighborhood.
- **WS**: We are open to suggestions for more outreach. Requested the neighbor provide outreach opportunities to the team following the meeting.

Owner of Two Fat Cats Bakery: Want to bring up that Baxter Academy is an important part of the local community and the kids there do not have a cafeteria in their building. At lunchtime all the kids are released onto the streets to find a place to eat lunch. Baxter Academy has chosen this location intentionally to be an urban school, and they should be considered in the master plan. Also, I have moved my business to here from India Street to be in a more authentic Portland neighborhood. Having formerly been on India Street, I moved from that location due to new development changing the character of the neighborhood.

Neighbor: The neighborhood has been historically dis-invested by the city and the developers should consider the role they have to help the community. Voicing of concerns for 1-way streets in the neighborhood that are hard to navigate.

Parris Street Resident: Concerns about disruptions from construction, parking, and density of proposed development.

Portland Protectors Representative: Concerns about how difficult to drive around the area is, namely Oxford Street. Also concerns about parking spaces. Concerns voiced about greenspace & the condition of the Bayside trail. This area has the least trees in the city. There is also no publicly owned community garden.

- **JS**: Gave example of street trees to be planted as part of development.

Neighbor: 3 of the buildings to be demolished are brick and future buildings should be brick to match the neighborhood. Also support for maximizing ground space retail.

Neighbor: Will tenants be displaced as part of this project?

- **MB:** Intention is to honor existing commercial leases & move displaced tenants to other spaces in the area. There is no residential displacement.

Cedar St Resident: Is there any plan for the Cedar St homes? A shadow study should be done for the 89 Elm development. The project residential density, height and scale should be reduced.

Closing Comments

Will Savage:

- Thanks everyone for coming, provided planner, Zach Powell's email as the final slide.

Meeting concluded at approximately 7:30 pm.

The abovementioned material was as interpreted and recorded from handwritten notes. Please note and relay any discrepancies or disputed information in the recorded minutes to the below address so that they can be reviewed, revised, and resubmitted, as necessary.

Recorded by,

Mike Triglione, PE
Project Engineer, Acorn Engineering, Inc.
mtriglione@acorn-engineering.com

Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

Att. X

General impact

The master plan has been developed to reflect and reinforce priorities from the City's recent comprehensive plan. The exhibit at right introduces these goals and summarizes the project's key community benefits.

In keeping with Portland's goals, Bayside will foster a community that is:



Bayside will source inspiration from other walkable, mixed-use community spaces. This image is from the recently completed The Landing, in Fort Wayne, IN.

The Development will:

- Establish the Lancaster corridor as Bayside's "Main Street," lined with retail, food and beverage, and other amenities from Parris Street to Whole Foods.
- Introduce 800+ total and 200+ affordable new rental homes for the Portland community to accommodate the City's growing need for mixed-income housing.
- Create a signature public space between Preble and Elm where the neighborhood can come together.
- Convert numerous surface parking lots into vibrant new developments.
- Retain social services and other established community organizations in refurbished historic buildings.
- Consolidate parking at the Public Market garage to manage traffic, promote pedestrian access, and strengthen the connection between Bayside and downtown Portland.
- Source inspiration from cities that have successfully followed a similar path, prioritizing pedestrian access, mixed-use community spaces, and sustainable initiatives.
- Promote a thoughtful development process that helps Portland achieve its Comprehensive Plan goals and addresses affordability, accessibility, connectivity, and climate resiliency.

Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

General impact
The project translates the City's comprehensive plan priorities into planning and design strategies that reflect and reinforce local community goals and shared values.

MASTER PLAN PRINCIPLES

5

Translating Portland's plan into a diverse neighborhood that celebrates shared community

Build a neighborhood heart for the entire community



Develop a Main Street and public realm that reflects what makes Bayside special.

Create places that connect people



Promote walkable connections across Bayside and to the surrounding city.

Establish a genuine common ground



Introduce an inclusive, accessible place where the community can come together.

Foster real walkability



Develop a critical mass of density and mix of uses that invite pedestrians.

Celebrate living culture and local heritage



Reinforce the neighborhood's diverse architectural character and community values.

Curate the street

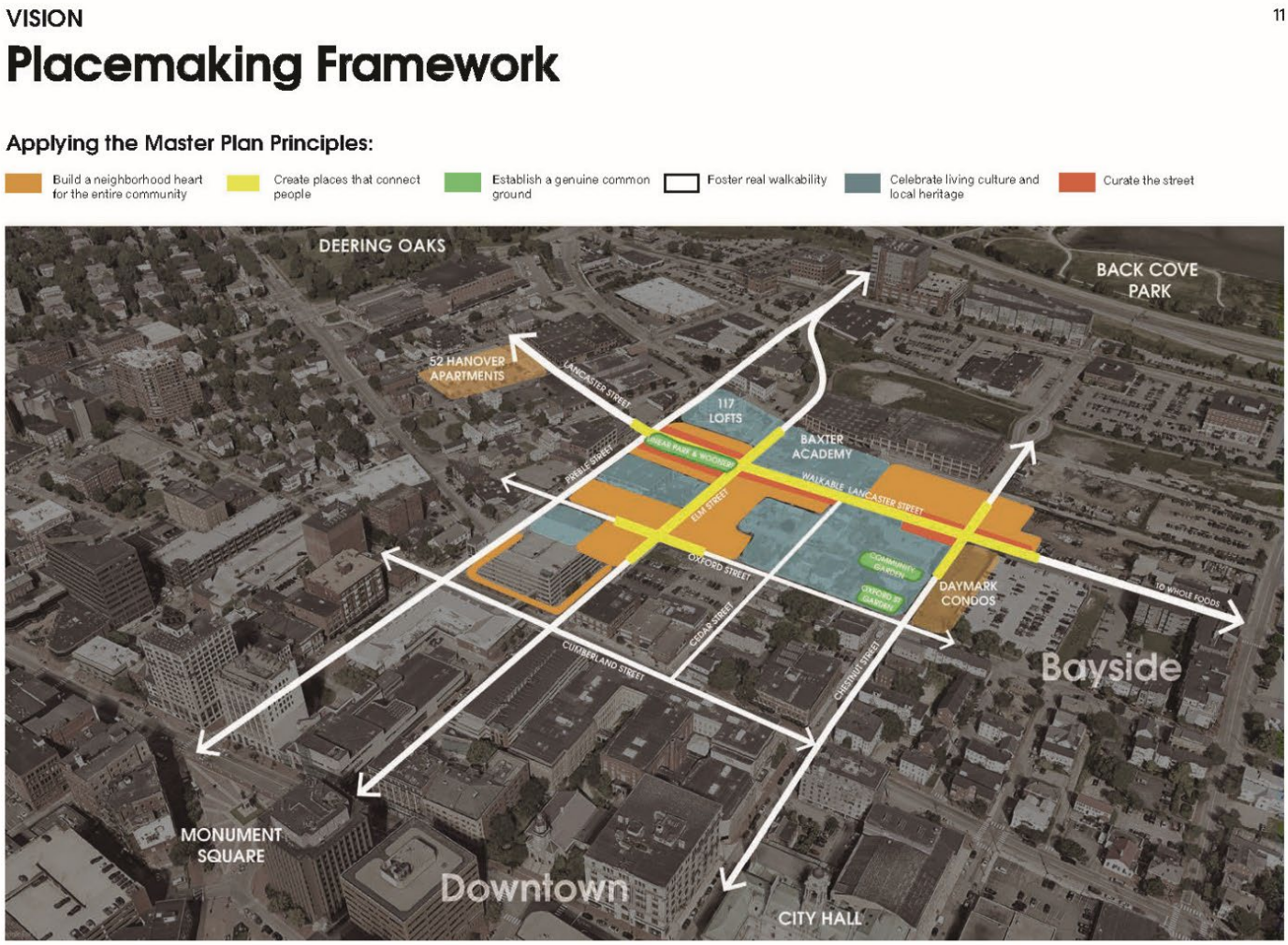


Integrate food/beverage and other neighborhood amenities that bring the streets to life.

Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

Relationship to surrounding properties

The master plan envisions a development knit into and helping strengthen the neighborhood fabric through its relationship with and connection to surrounding structures and places. The project's placemaking framework applies the master planning principles to the West Bayside context, emphasizing community connection, diversity, walkability, local heritage, and vibrant streets.

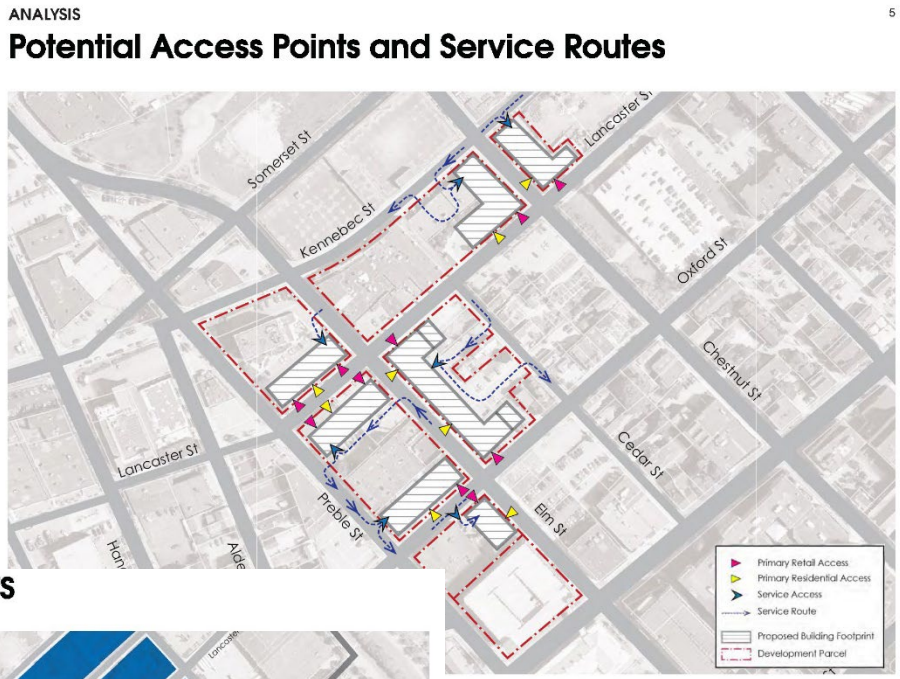


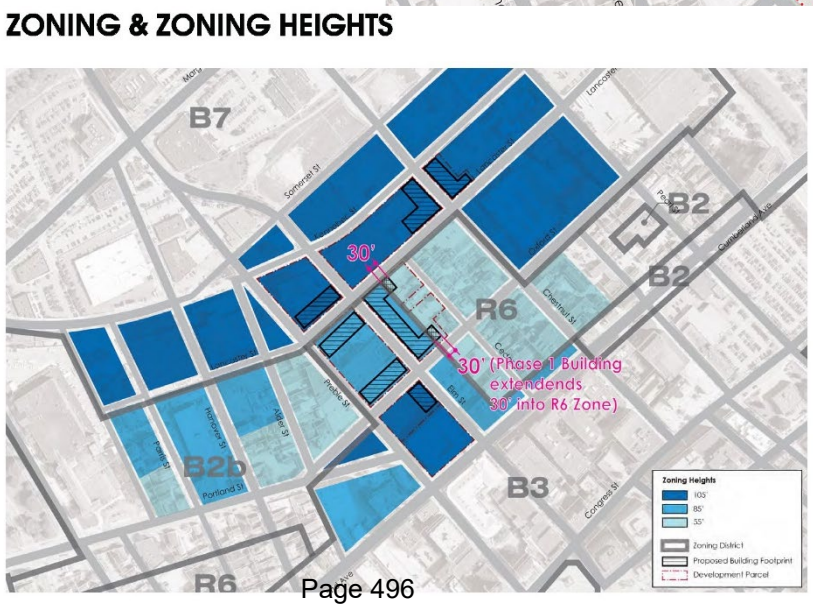
Neighborhood Context Statement. *Provide a statement and/or plan as to the general impact of the proposed Master Development Plan upon the area, indicating how the Master Development Plan relates to surrounding properties and what measures will be taken to create appropriate transitions and access from the subject property to abutting public properties (i.e. parks, waterfront, etc.) or other neighboring tracts (if applicable)*

Measures to create appropriate transitions and access to abutting public properties / neighboring tracts

The master plan does not abut public properties but does take care to provide access to new buildings without disrupting access to existing properties.

Planned buildings all conform to currently approved height limits. The buildings adjacent to the lower R6 zone include a step down at the zone border, helping transition the massing from taller construction to lower context.





Integration with the surrounding context. *A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.*

Land use

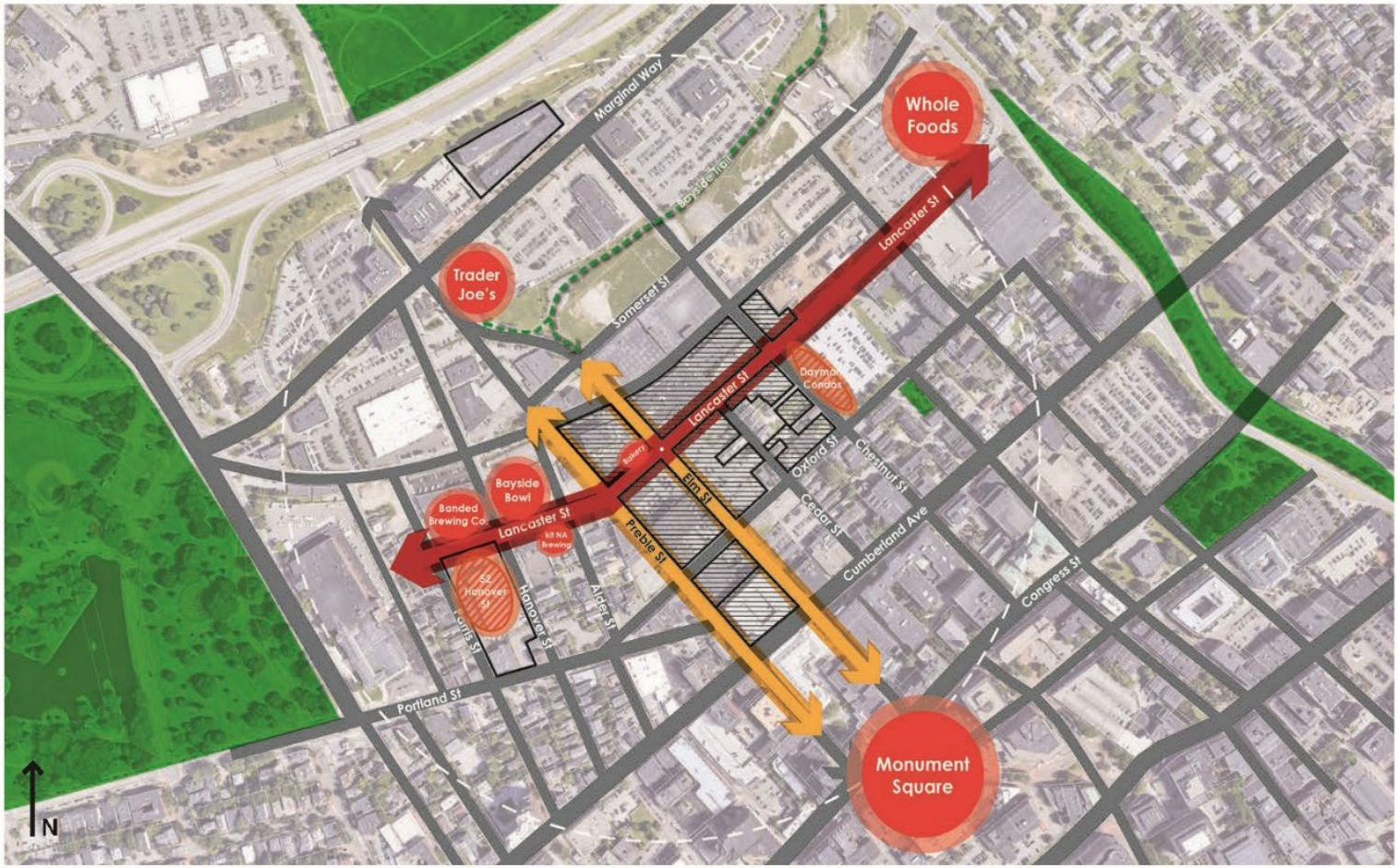
The master plan's housing program represents and extension of West Bayside's residential neighborhood land uses.

Additionally, the project connects emerging and established local amenities and landmarks to the east/west along Lancaster Street and north/south to downtown along Elm and Preble Streets.

CONTEXT 7

The Heart of Bayside

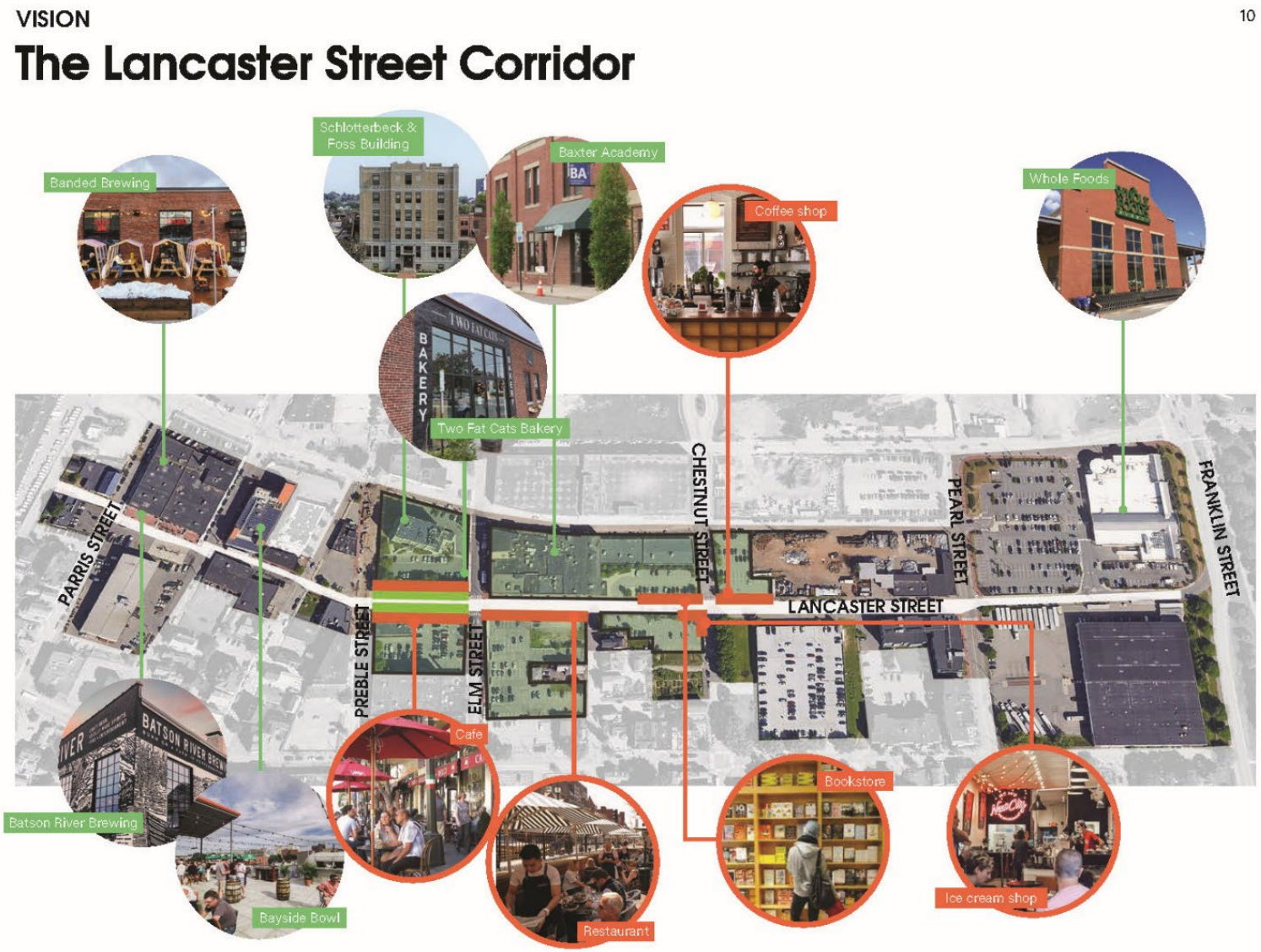
The site resides at the crossroads of West Bayside's key streets and corridors and introduces a new heart to the neighborhood.



Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Land use (cont.)

The master plan extends and infills the emerging corridor of amenities and destinations along Lancaster Street, connecting recent developments at the Parris Street end with Whole Foods at the Franklin Street end for a consistent and cohesive pedestrian experience from end to end.



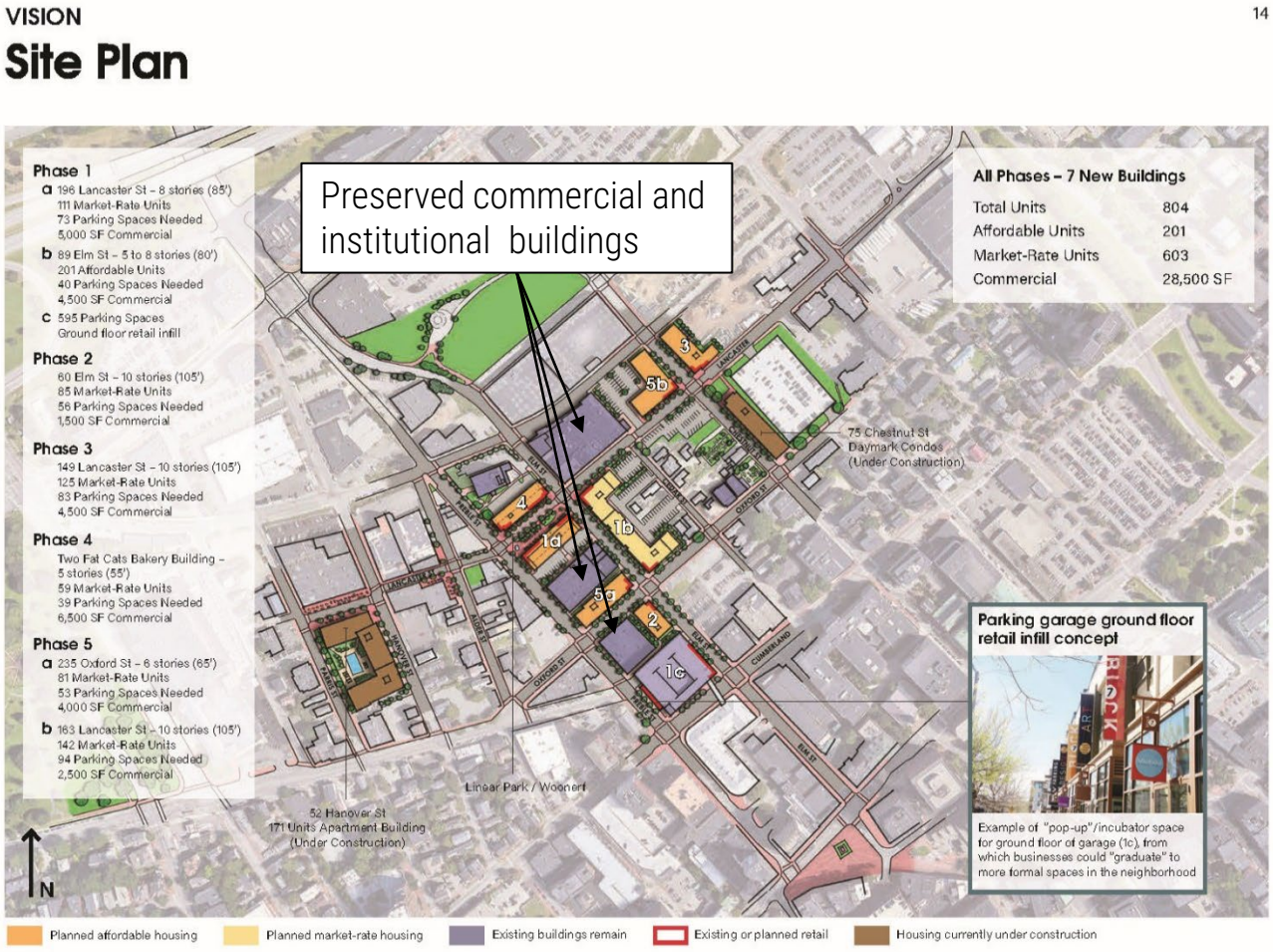
Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Land use (cont.)

The master plan includes retaining and, in some cases, renovating multiple existing commercial and institutional buildings within the master plan area. The developer intends to maintain leases with willing local community service providers that occupy these spaces and consolidate those displaced from demolished buildings into preserved buildings.

This approach will help continue the Bayside neighborhood's role as a home for important community resources serving both the local neighborhood and the City more broadly.

The plan also envisions retrofitting the Public Market parking garage with infill retail and amenity uses, strengthening the experiential connection to downtown along Preble and Elm Streets.



Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Architecture

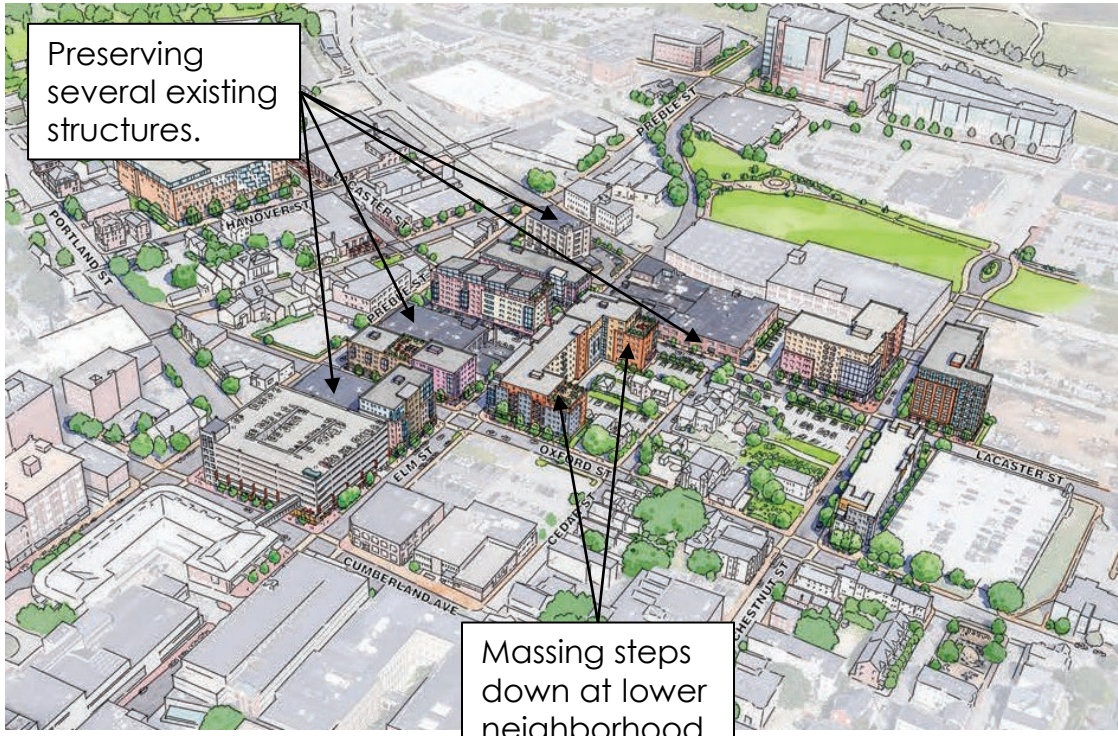
Buildings will be designed to incorporate visual diversity between new structures and avoid a monolithic appearance across the parcels. Their architectural style will blend contemporary and contextual elements to add new visual interest while resonating with existing neighborhood character. Architectural design will be consistent with the Bayside Design Standards.

Several existing structures will be retained throughout the master plan, complementing new buildings with their established neighborhood character.

Most new buildings will be sited on surface parking lots, adding infill development to the neighborhood with reduced displacement of existing structures.

Building heights are all consistent with current zoning, requiring no variances or waivers that would drive heights above currently approved limits.

Buildings step down in height to transition to lower existing neighborhood fabric, such as along Oxford Street.



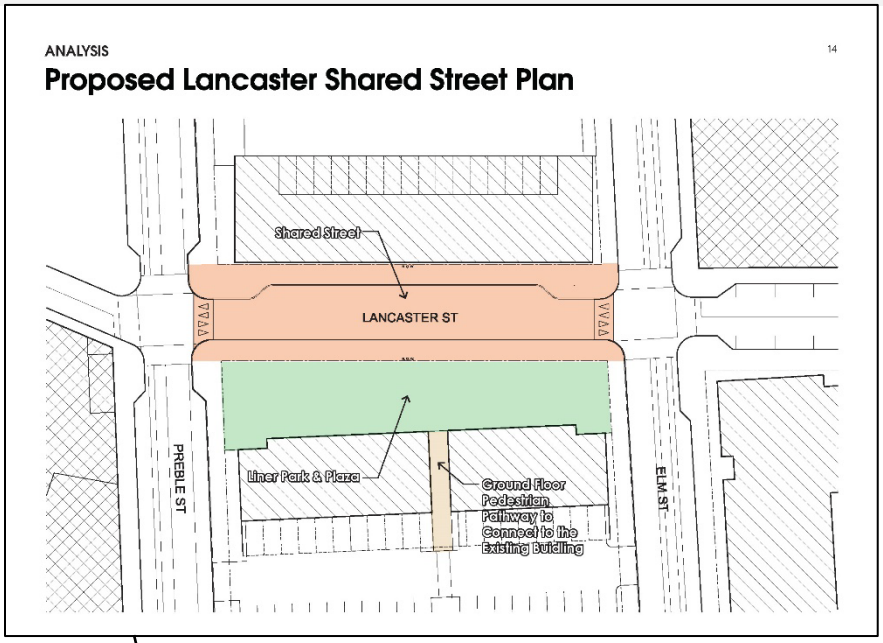
Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Open space and pedestrian networks

The master plan's open space and pedestrian networks are designed to integrate seamlessly with the surrounding neighborhood and public spaces.

All streetscapes will be optimized for walkability, incorporate Bayside lighting fixtures, and include street trees that contribute to the district's growing canopy. Planned streetscape improvements include reducing curb cut counts and widening sidewalks along several blocks, extending and enhancing the pedestrian network through and around the development.

The shared street and linear park planned for the segment of Lancaster Street between Preble and Elm represents a signature moment within the development's public realm network and adds a vibrant and inviting new open space to the neighborhood's collection of unique public places and spaces.





Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Vehicular access and circulation

The plan does not envision significant changes to local vehicular access or circulation patterns

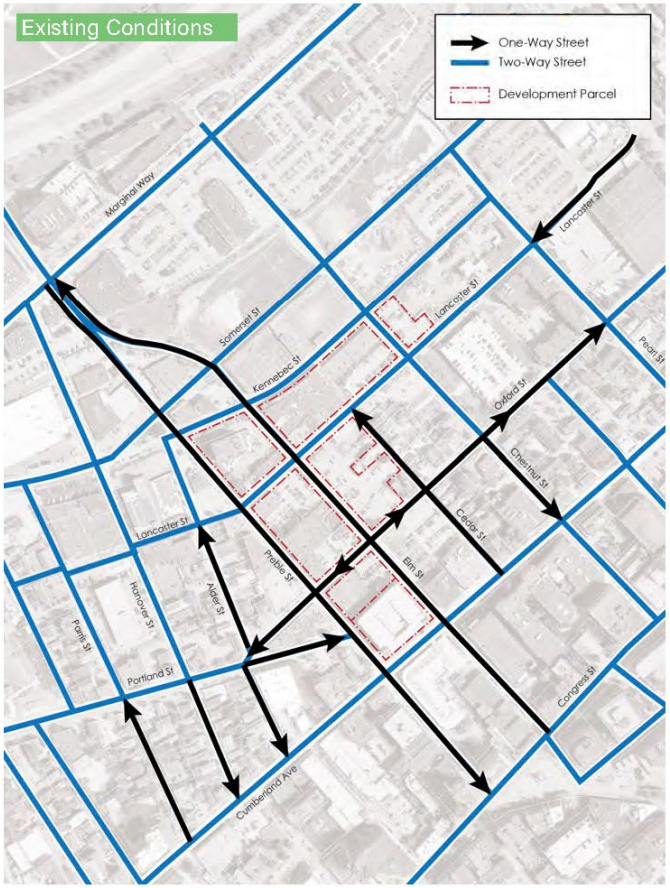
The shared street planned for one block of Lancaster will retain its existing two-way vehicular flow. Given very low current and expected volumes on this street segment, the slight modification of the roadway to a shared street design should not disrupt local traffic circulation. This shared street configuration is also referenced as a planned future condition of the segment in the Bayside Master Transportation Plan.

The plan anticipates Oxford Street's conversion to two-way operation as identified in the Transportation Master Plan.

ANALYSIS

2

One-Way & Two-Way Streets





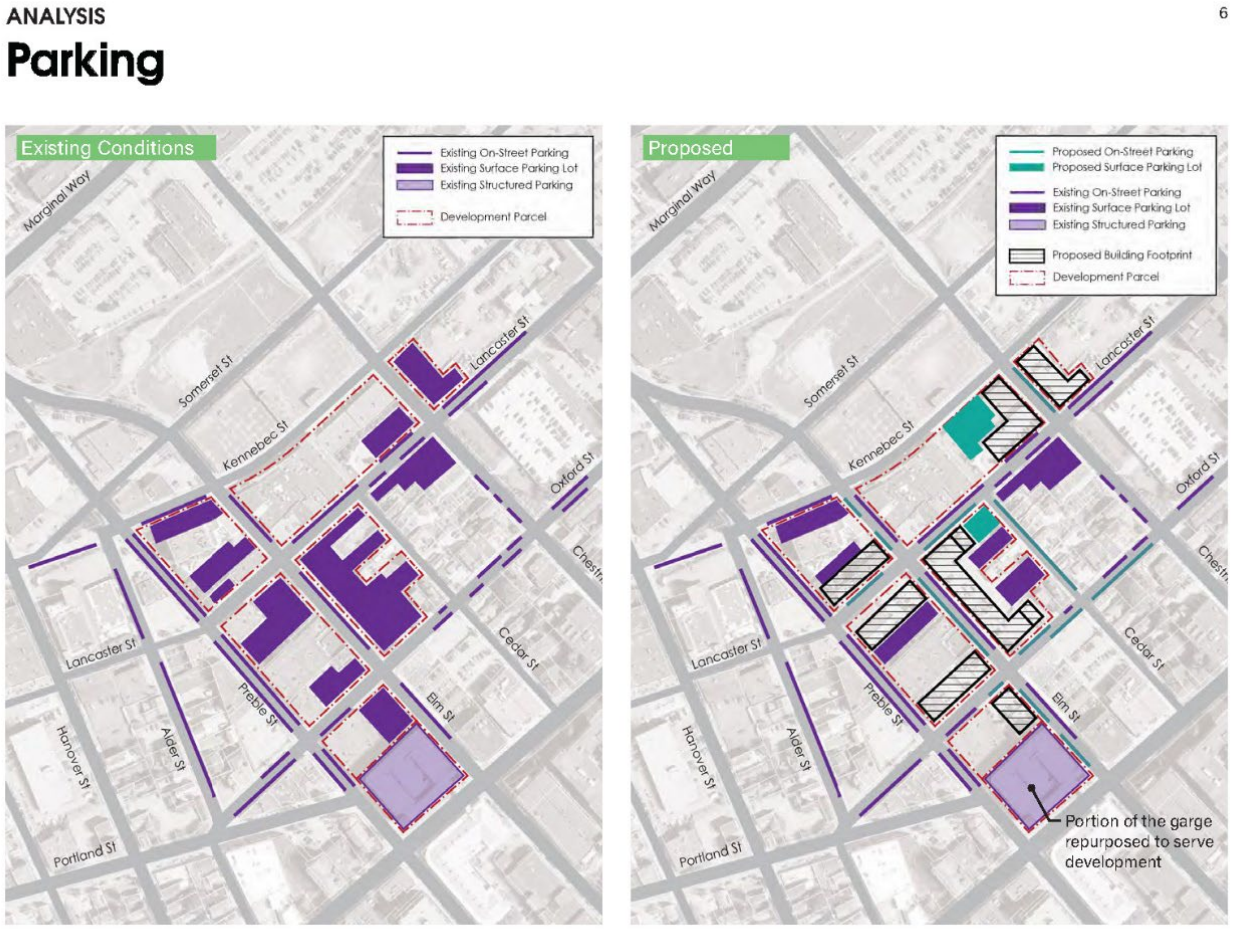
Integration with the surrounding context. A master development plan shall be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities and all other infrastructure.

Vehicular access and circulation (cont.)

New housing development will utilize the existing Public Market parking garage, diverting residential traffic from the local streets within the heart of the neighborhood.

Consistent with established patterns across the neighborhood, retail uses will utilize on-street parking which will be provided along all blocks.

All new buildings will be located on what are currently surface parking lots, transferring parking capacity to on-street and garage locations. This transition will help restore the neighborhood's urban fabric by converting pervious paved surfaces to mixed-income housing development and vibrant, walkable streets and open spaces.



Creation of a cohesive identity. *A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; use of quality exterior materials and architectural detailing at pedestrian scale; consistency of design and materials for streetscape and pedestrian amenities; framing of outdoor open space and linkages; a clear conveyance of the function and significance of various buildings, entrances, and features; and to generally comply with design and development standards of the zone in which it is located.*

Building scale, massing, and articulation.

The master plan's buildings support a cohesive sense of neighborhood identify with a consistent approach to building scale, massing, and articulation. Though no two buildings will be identical, all will share a common architectural language and material palette to help tie the district together visually.

The plan's approach to architectural design will be informed by and relate to the existing neighborhood fabric, though it will also include modern elements to complement rather than mimic the adjacent structures it infills between.



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Use of quality exterior materials and architectural detailing at pedestrian scale.

Creating a vibrant, walkable, pedestrian-oriented environment is a top master plan priority. To support this goal, all buildings will include high-quality materials and detailing along edges facing and framing the public realm.

The master plan will also coordinate façade design with streetscape and open space design to maximize overall neighborhood legibility, navigability, and accessibility for pedestrians. In particular, architecture and landscape architecture along the Lancaster Street corridor will be tightly coordinated to create a cohesive and engaging pedestrian experience.



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Consistency of design and materials for streetscape and pedestrian amenities.
The master plan organizes streets into "typologies" based on their role in the development's placemaking framework and the land uses they flank. Though typologies will vary in dimension and organization from street to street, they will all draw from a common palette of materials and design strategies to create a cohesive appearance and pedestrian experience overall.

Framing of outdoor open space and linkages
Lancaster's shared street and linear park between Preble and Elm Streets, the project's primary new open space, will be framed by new buildings with high quality materials and articulation on both sides. The plan also explores gateway elements key Lancaster intersections to indicate its elevated significance as a signature pedestrian corridor.

BAYSIDE PORTLAND
STREET TYPOLOGIES



BAYSIDE PORTLAND
OPEN SPACE TYPOLOGIES



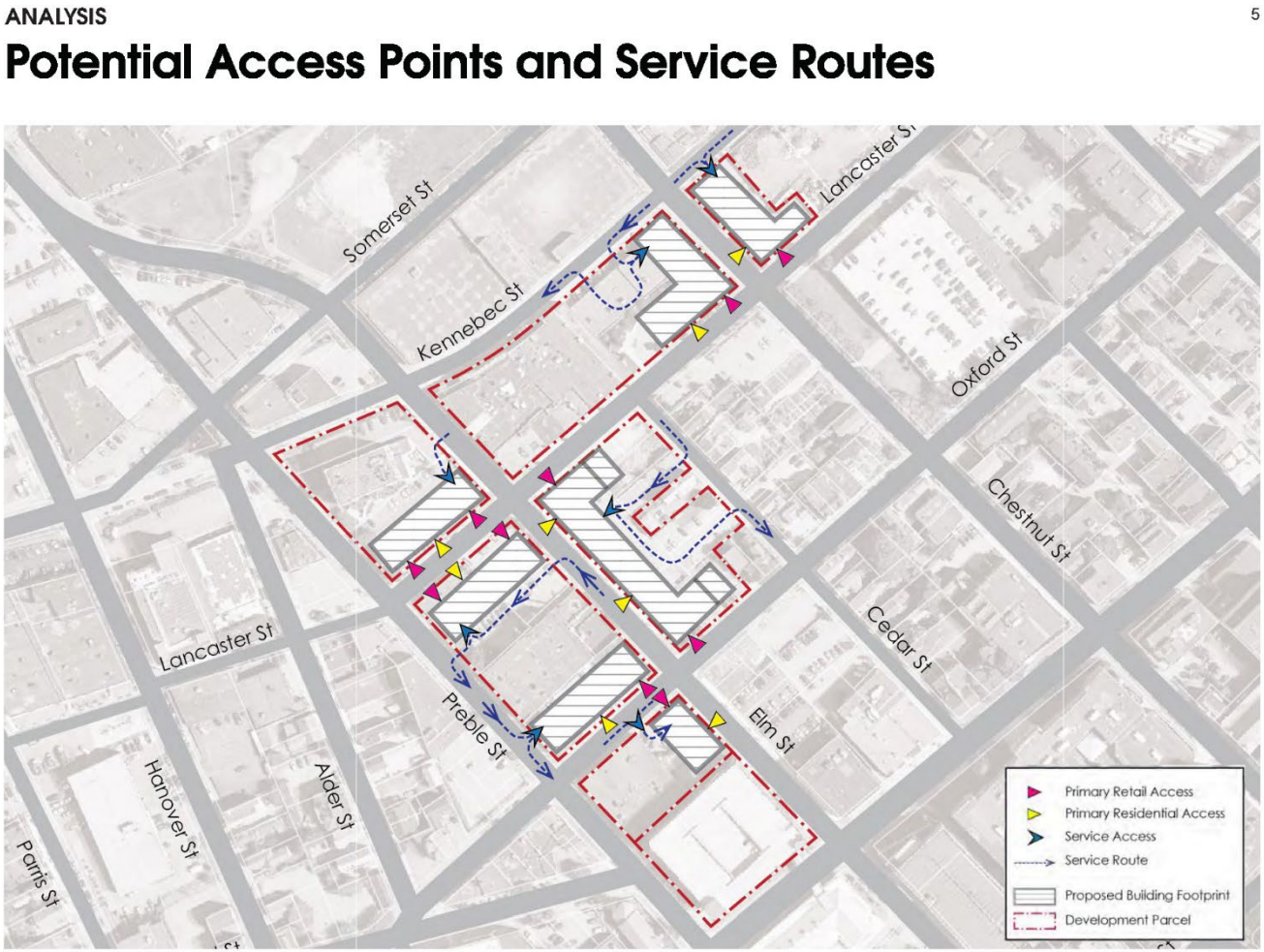
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Clear conveyance of the function and significance of various buildings, entrances, and features

The master plan organizes building access, servicing, and circulation for pedestrians and vehicles to avoid conflicts between the modes.

In general, the pedestrian experience along public streets has been prioritized with resident and customer entrances along primary streetscapes and vehicular service access behind buildings, along secondary streets, and off-street altogether when possible.

The access and circulation plan also entails reducing the site's total curb cut count, especially along primary pedestrian streets such as Lancaster.



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Generally, comply with design and development standards of the zone in which it is located.

The development is directly informed by previous plans and regulatory guidelines for the City and Bayside neighborhood, including:

- Zoning and Land Use Code
- Bayside Design Standards
- Public works technical manual
- Bayside Transportation Plan
- Portland 2030 Plan

As detailed design takes shape, buildings and open spaces will continue to reference and reflect these guiding documents.



Landscape Plan

- *Major landscaping elements, features, and open space*
- *Plans for preservation of natural features*

The diagram below summarizes the development's approach to open space organization and design. Major landscaping elements include a shared street and linear park along Lancaster Street between Preble and Elm Streets; enhanced sidewalks and pedestrian amenities flanking new buildings; and potential pocket and pop-up parks in smaller spaces between buildings on permanent or temporary bases. The plan includes substantial street tree planting to expand the Bayside tree canopy throughout the site.

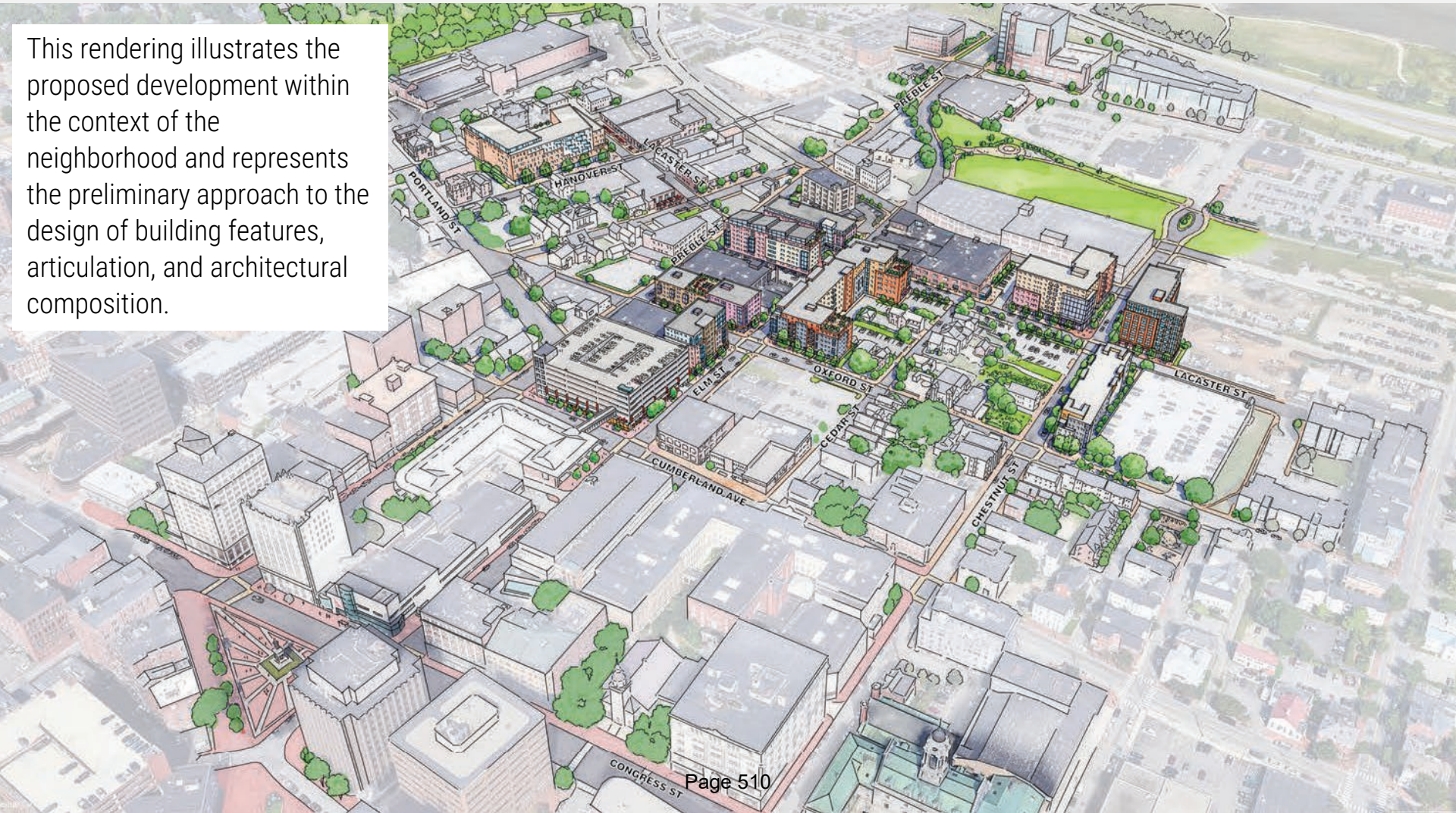


ARCHITECTURAL PLANS AND RENDERINGS

• Context drawings, perspective renderings, photographic montages, and/or computer-generated graphics depicting proposed development within context of neighborhood

• Elevations showing all sides of the structures, views of major entries or prominent building features, building articulation and elements, and finish composition

• Digital three-dimensional model of development site showing buildout for each phase, if applicable



This rendering illustrates the proposed development within the context of the neighborhood and represents the preliminary approach to the design of building features, articulation, and architectural composition.

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• Digital three-dimensional model of development site showing buildout for each phase, if applicable

A view of the project's signature Lancaster Street corridor, this exhibit introduces the plan's preliminary approach to the design of major entries, building articulation, and architectural composition.



The development vision imagines a Lancaster Street brought to life by a new linear greenspace, walkable shared street, and vibrant mix of retail, food, and beverage destinations.





View from Preble St, looking east down Lancaster St

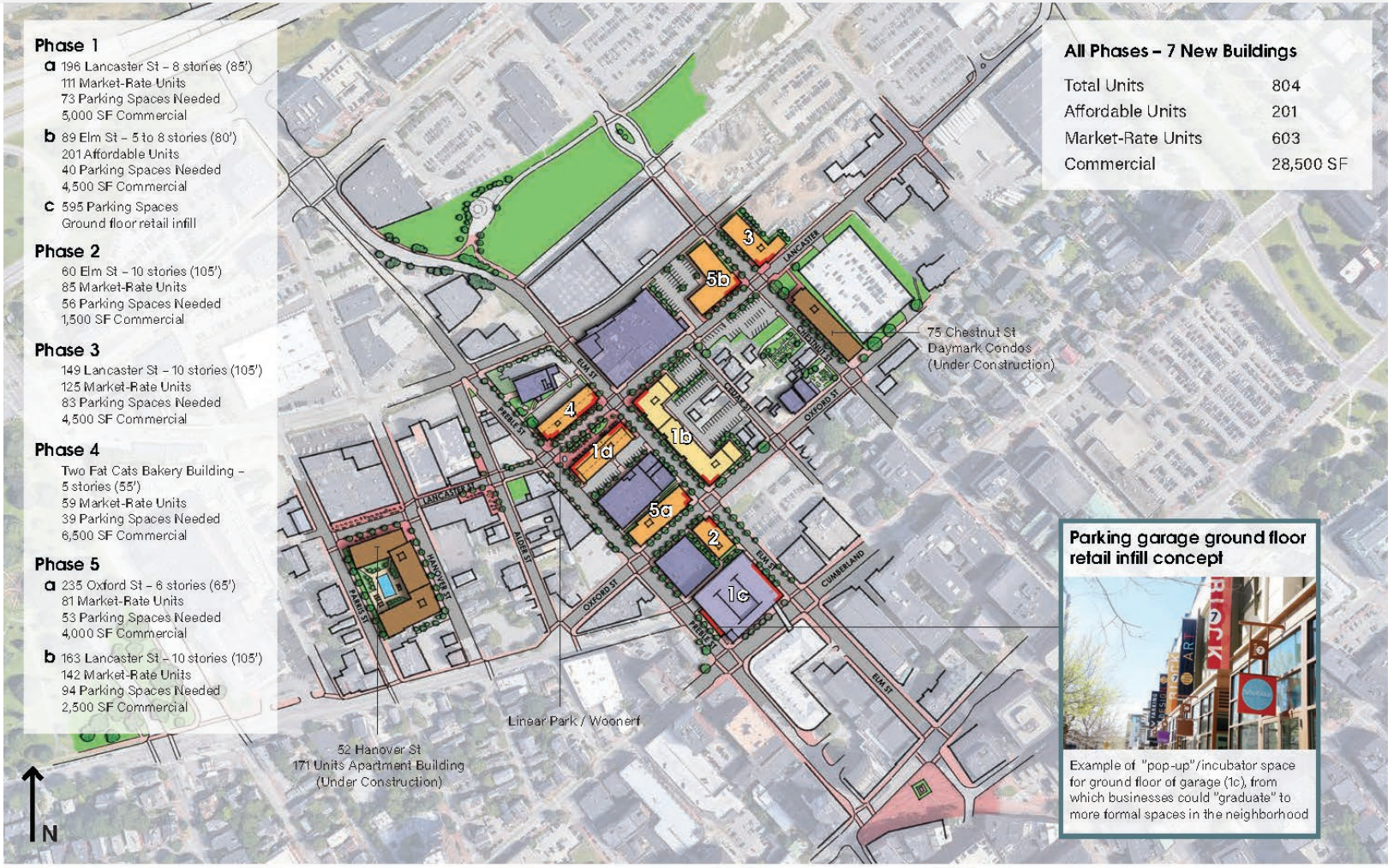
ARCHITECTURAL PLANS AND RENDERINGS

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• Digital three-dimensional model of development site showing buildout for each phase, if applicable

This site plan indicates buildout for each phase of the development.

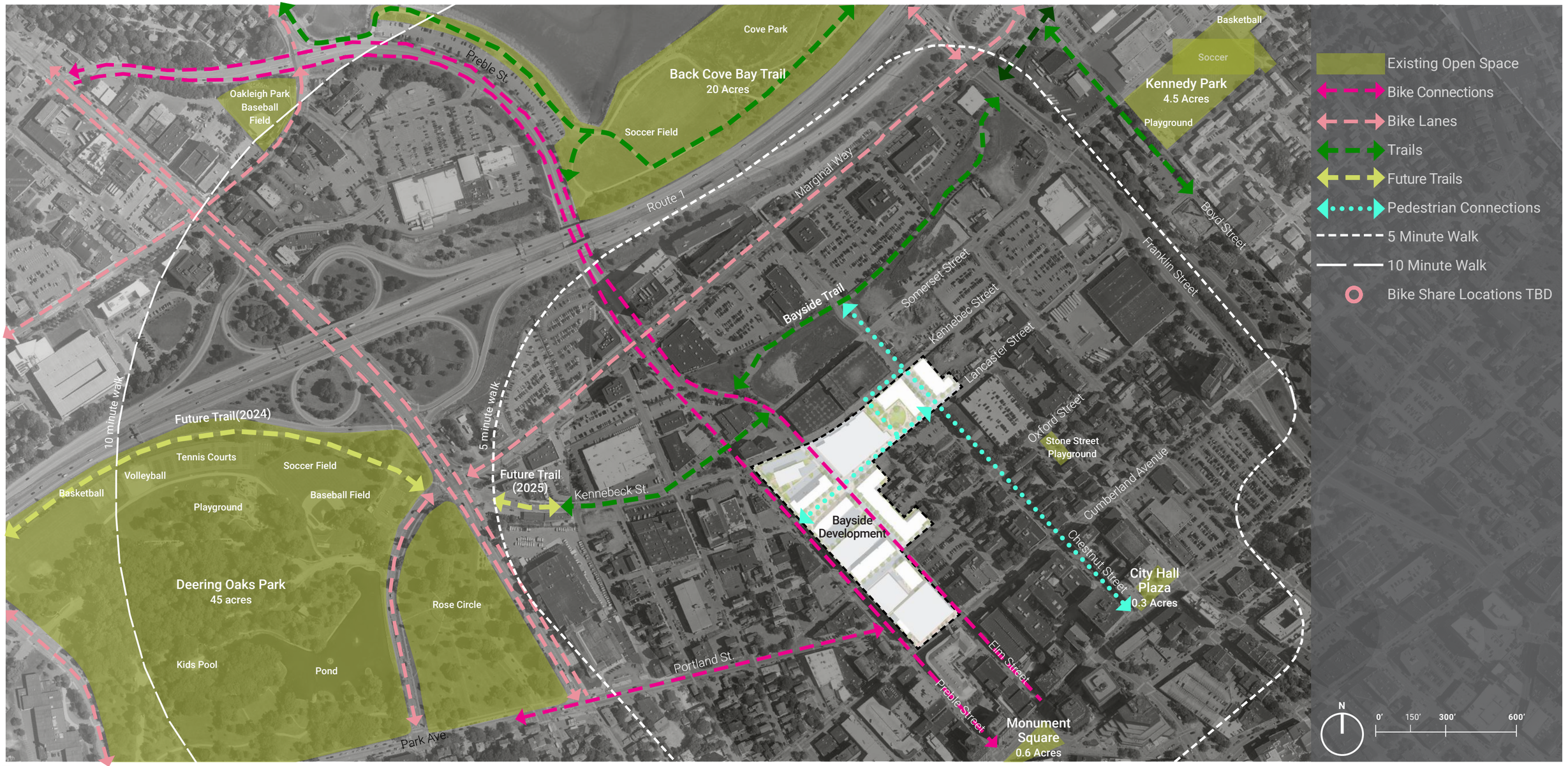


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BAYSIDE | PORTLAND, ME
PUBLIC REALM DESIGN

BAYSIDE PORTLAND

EXISTING OPEN SPACE CONNECTIONS



BAYSIDE PORTLAND

OPEN SPACE TYPOLOGIES



BAYSIDE PORTLAND

RETAIL & OUTDOOR DINING OPPORTUNITIES



BAYSIDE PORTLAND

ILLUSTRATIVE SITE PLAN



BAYSIDE PORTLAND

PHASING DIAGRAM



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STREET TYPOLOGIES



BAYSIDE PORTLAND

LANCASTER STREETSCAPE

Eclectic Commercial Frontage





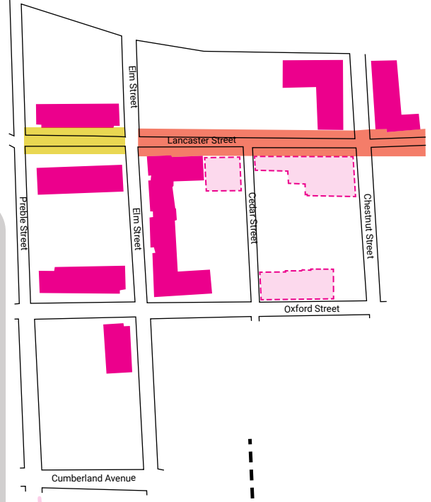


Tree Lined Streetscape / Outdoor Dining



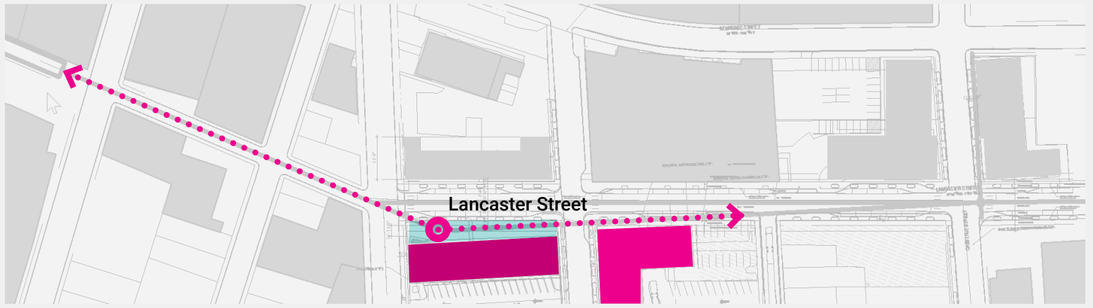




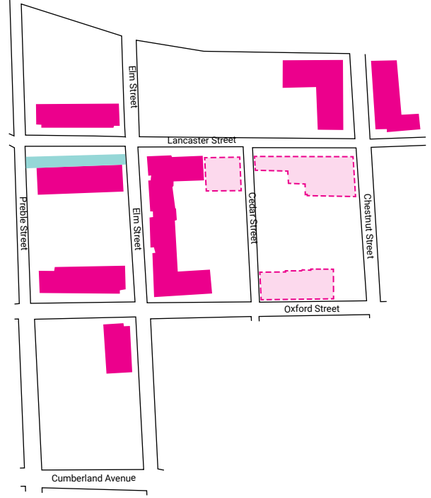


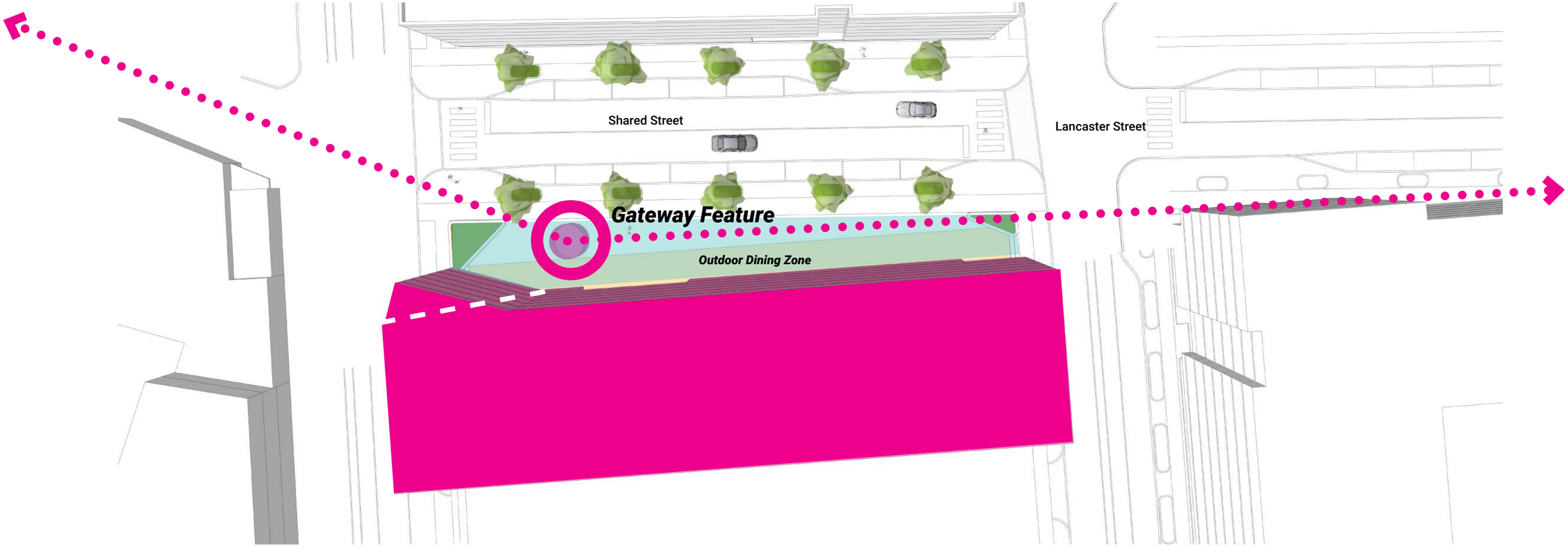


BAYSIDE PORTLAND
LINEAR PARKLET/GATEWAY



Context Plan

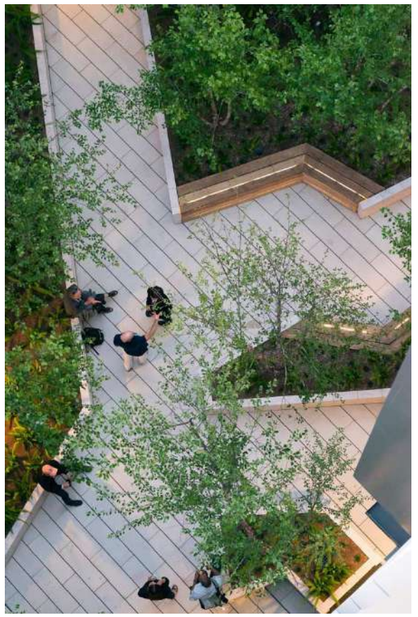


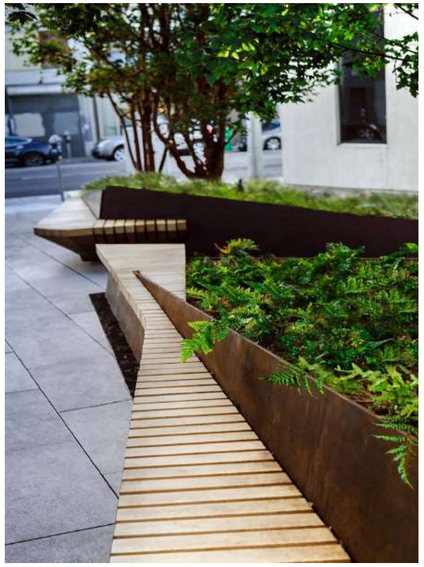


BAYSIDE PORTLAND

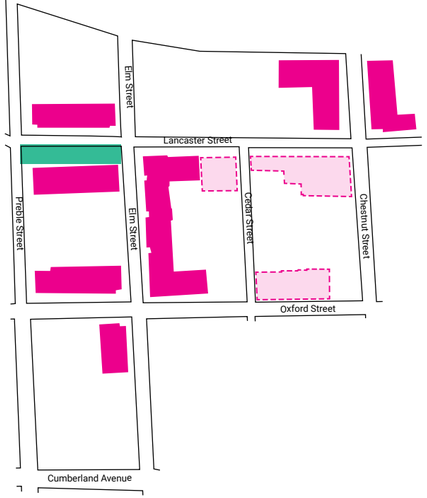
LINEAR PARKLET CHARACTER & MATERIALS

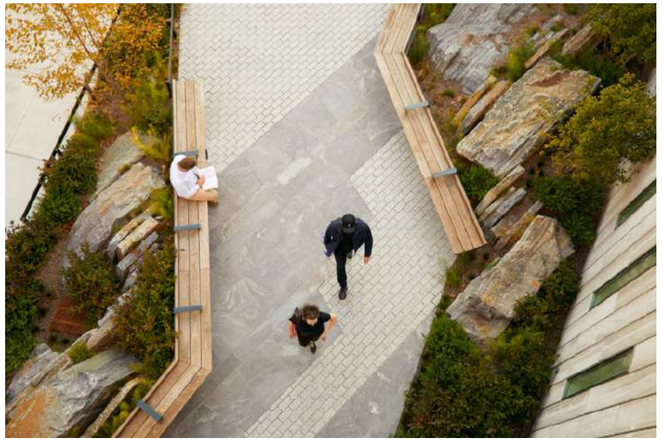






















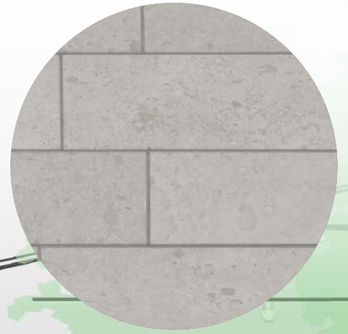
SHARED STREET

MATERIALS

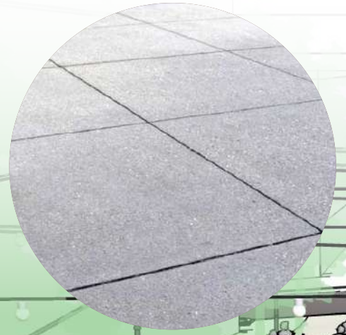
1.) Roadway Unit Pavers



2.) Furnishing Zone Unit Pavers



3.) Pedestrian Zone Cast in Place Concrete





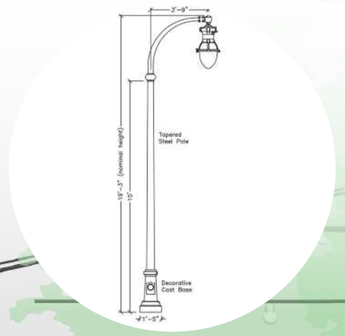
SHARED STREET

FURNISHINGS

1.) Gateway Element



2.) Street Light Pole



3.) Catenary Lighting



4.) Planter with Integrated Seating



5.) Bike Racks

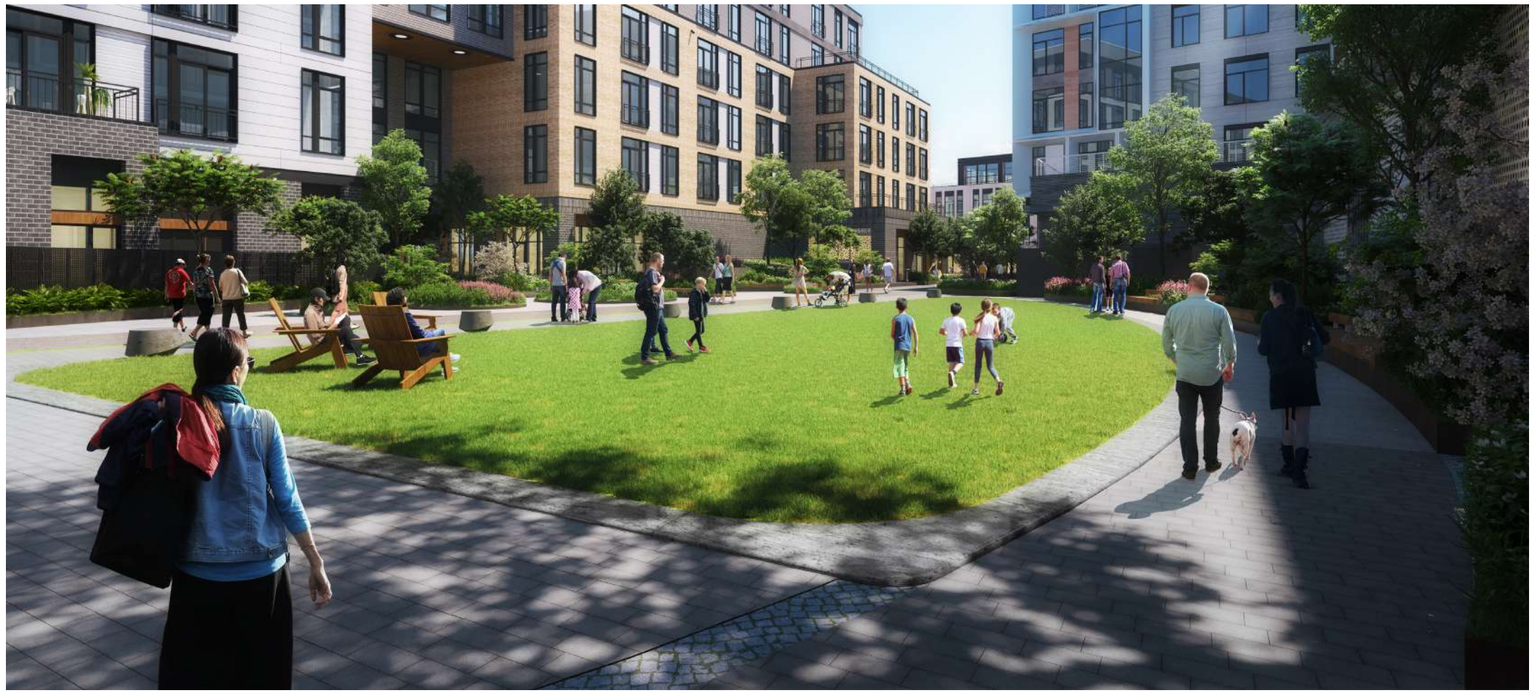




BAYSIDE PORTLAND

MAJOR PUBLICLY ACCESSIBLE OPEN SPACE | PRECEDENT IMAGES









COMMERCIAL CORRIDOR A
MATERIALS

1.) Parking Flex Zone Unit Pavers

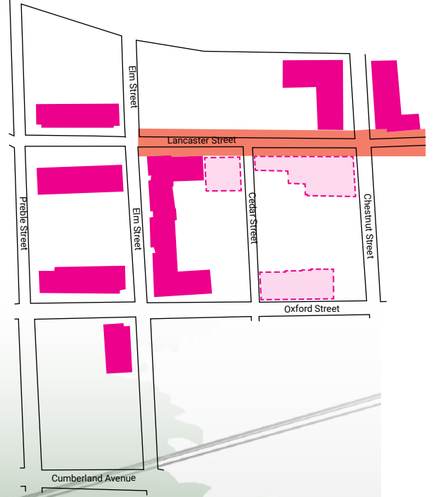


2.) Furnishing Zone Unit Pavers



3.) Pedestrian Zone Cast in Place Concrete





Future Development Site

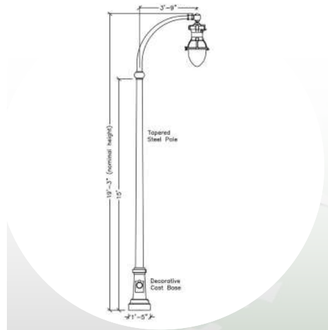
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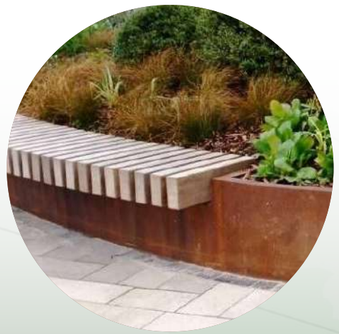
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COMMERCIAL CORRIDOR A
FURNISHINGS

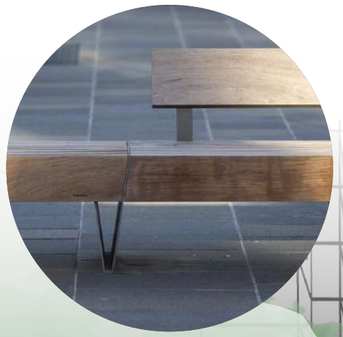
1.) Street Light Pole



2.) Planter with Integrated Seating



3.) Bench



4.) Bike Racks





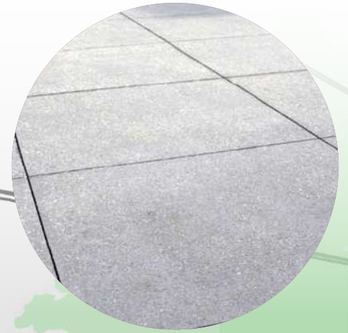
Future Development Site

COMMERCIAL CORRIDOR B
MATERIALS

1.) Furnishing Zone Unit Pavers

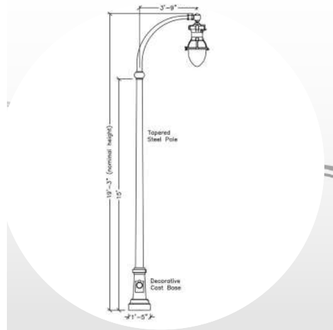


2.) Pedestrian Zone Cast in Place Concrete



COMMERCIAL CORRIDOR B
FURNISHINGS

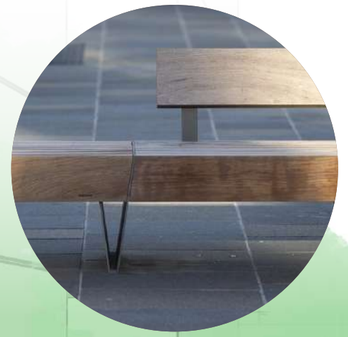
1.) Street Light Pole



2.) Street Tree Planter Edge

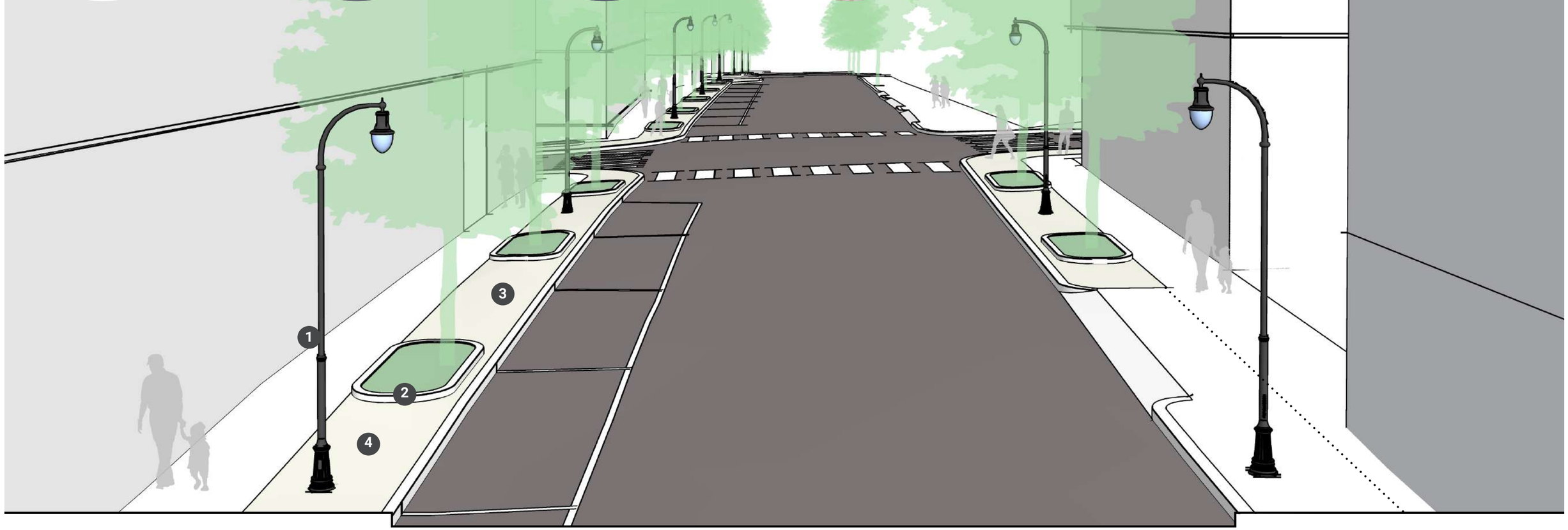


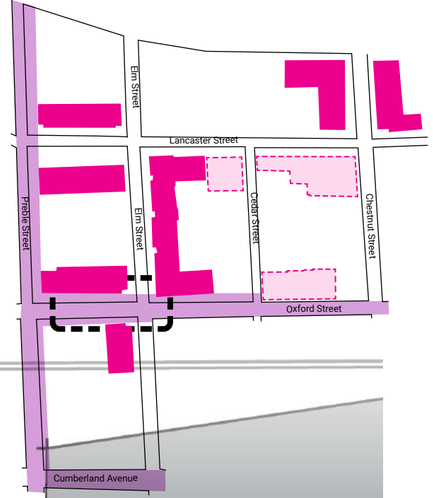
3.) Bench



4.) Bike Racks

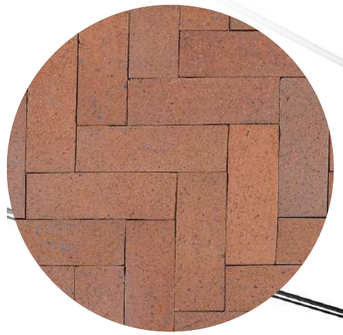




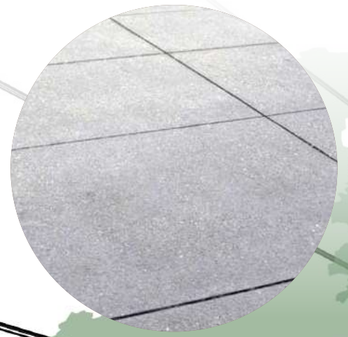


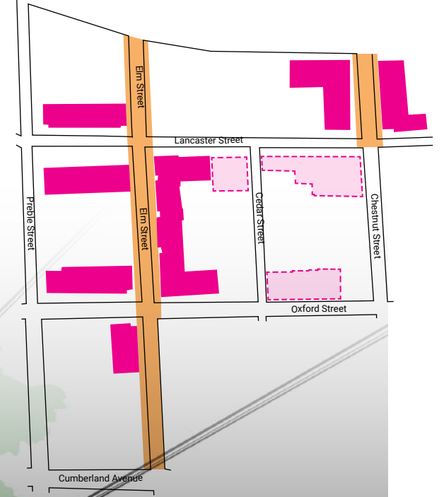
NEIGHBORHOOD CONNECTOR
MATERIALS

1.) Furnishing Zone Unit Pavers



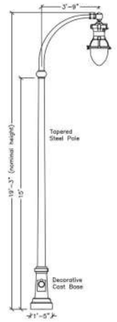
2.) Pedestrian Zone Cast in Place Concrete





NEIGHBORHOOD CONNECTOR
FURNISHINGS

1.) Street Light Pole



2.) Planter Edge

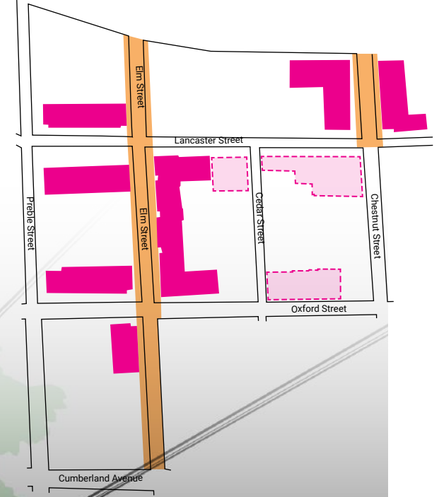


3.) Bench



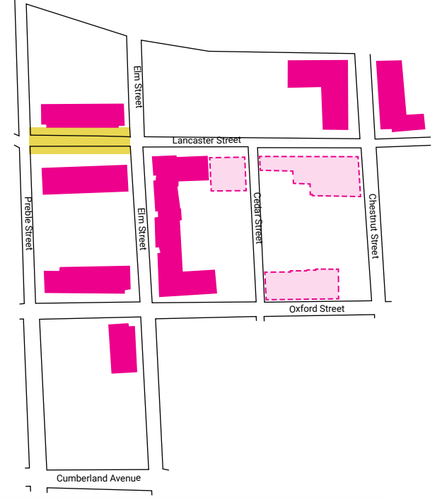
4.) Bike Racks



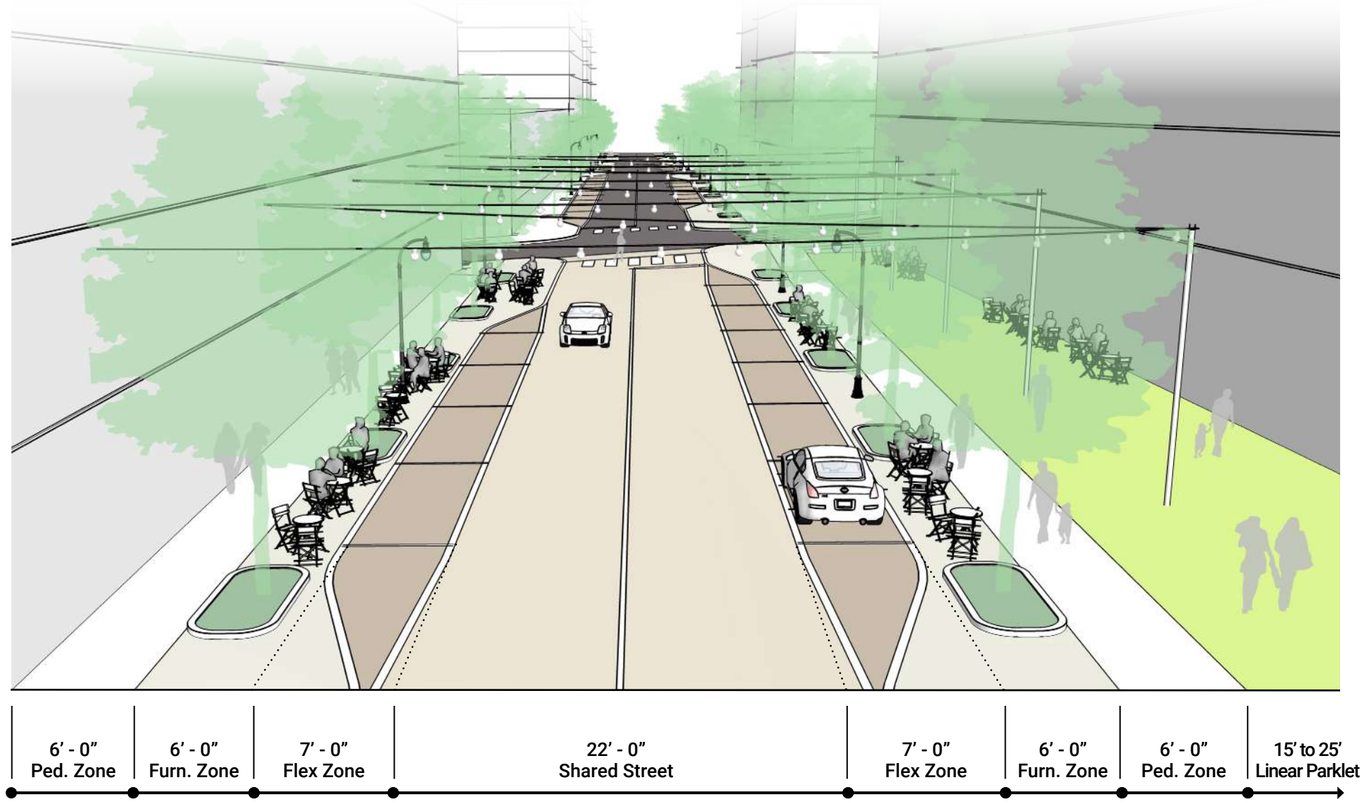


LANCASTER STREETSCAPE
SHARED STREET DIMENSIONS

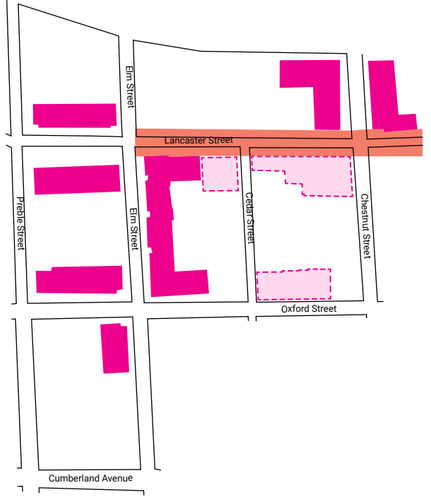
SHARED STREET

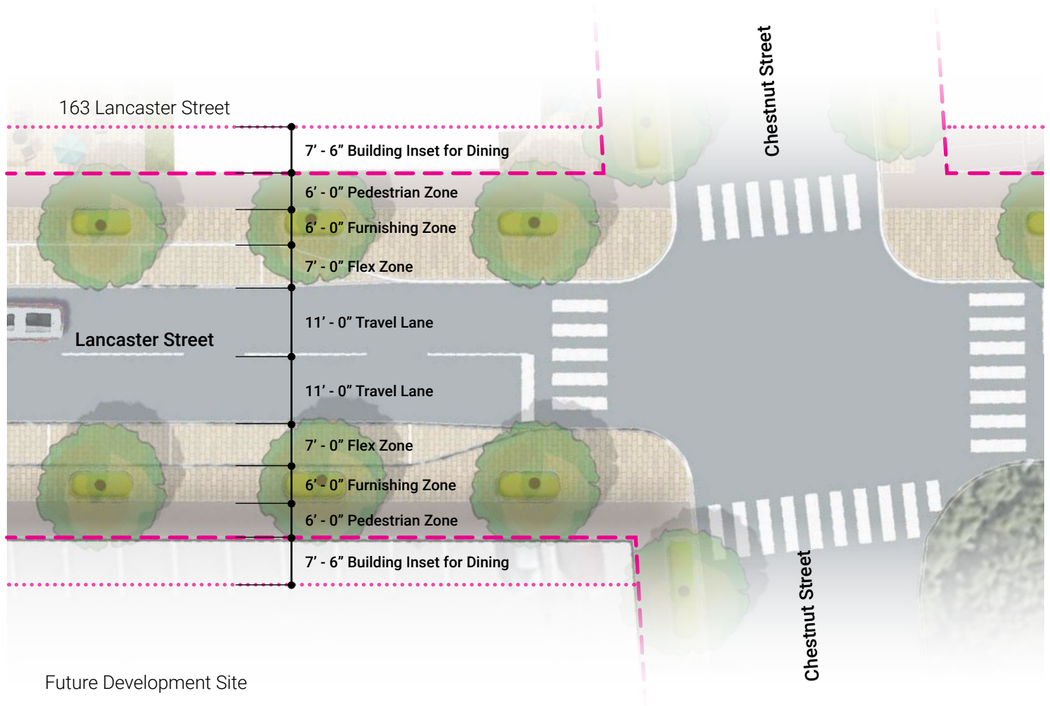


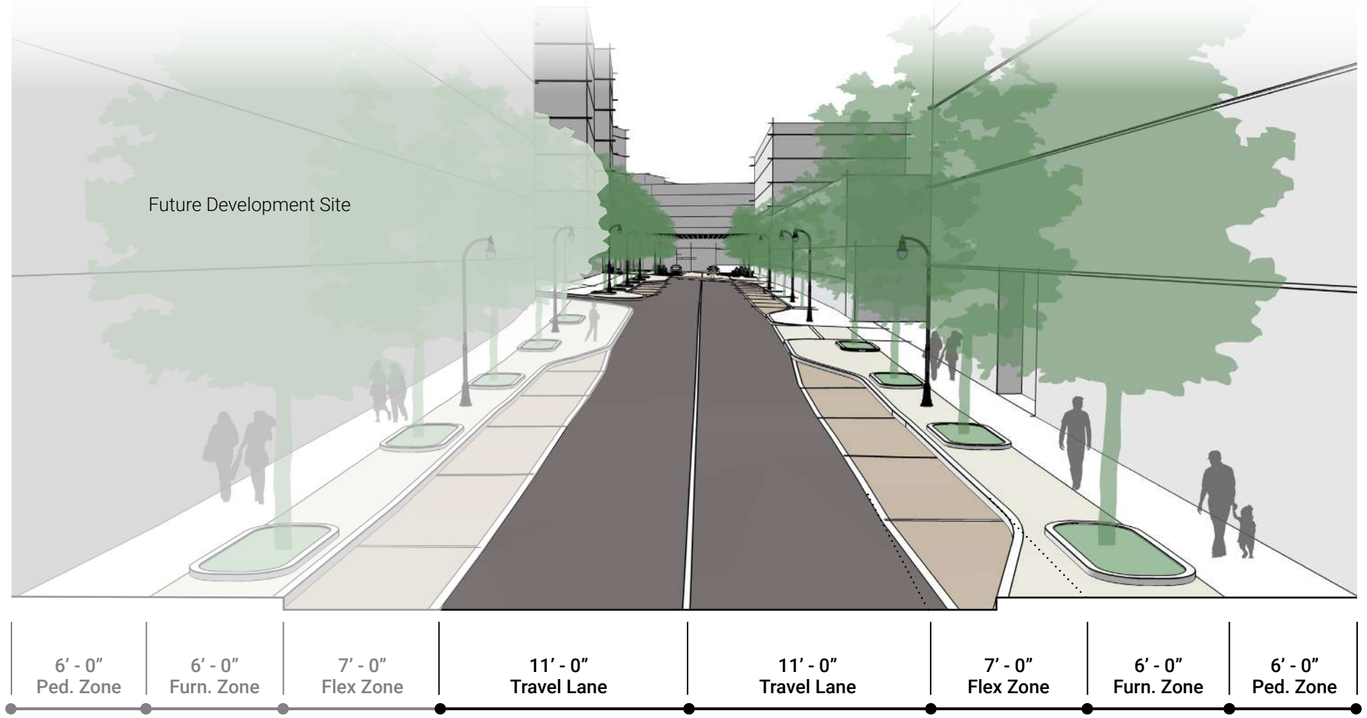




LANCASTER STREETSCAPE
TYPICAL STREET DIMENSIONS
COMMERCIAL CORRIDOR A

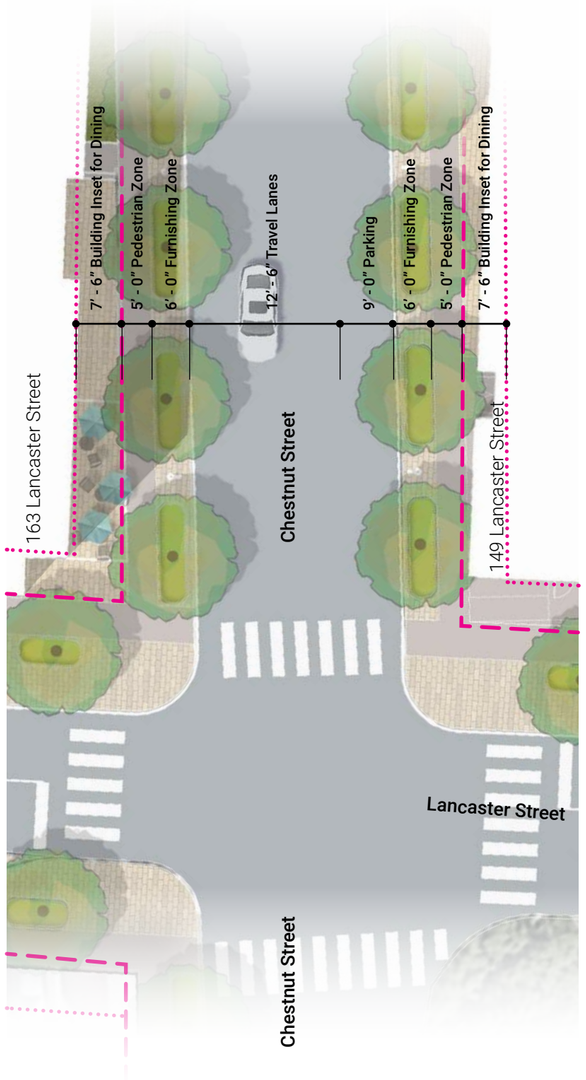


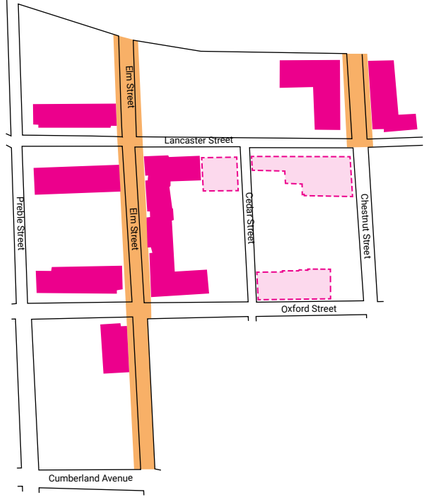




CHESTNUT STREETSCAPE
TYPICAL STREET DIMENSIONS

NEIGHBORHOOD CONNECTOR

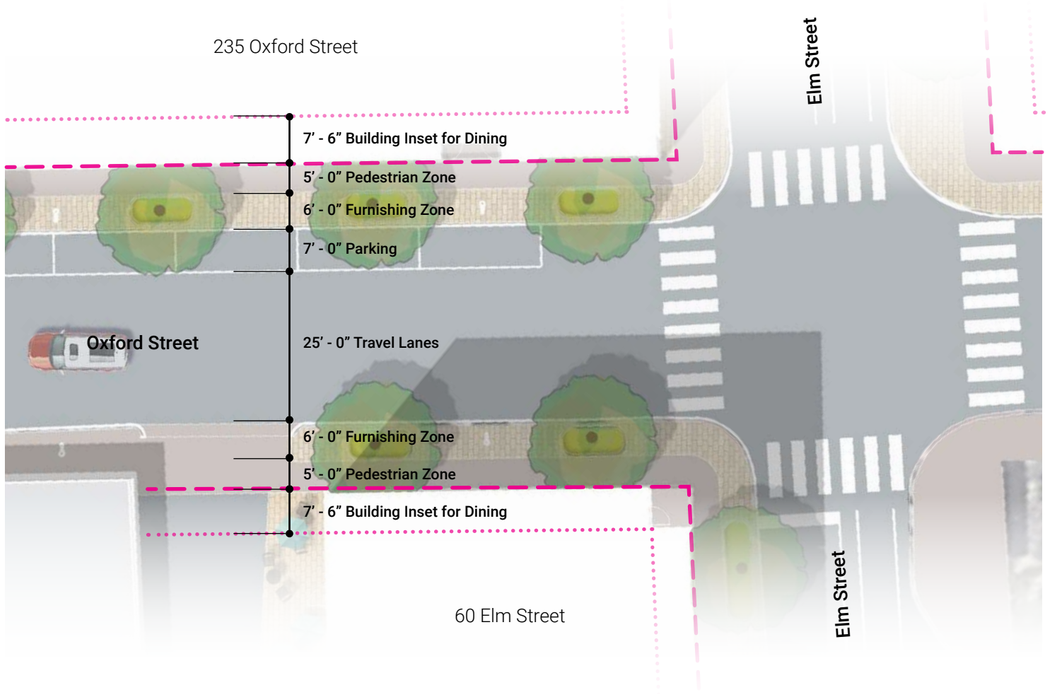


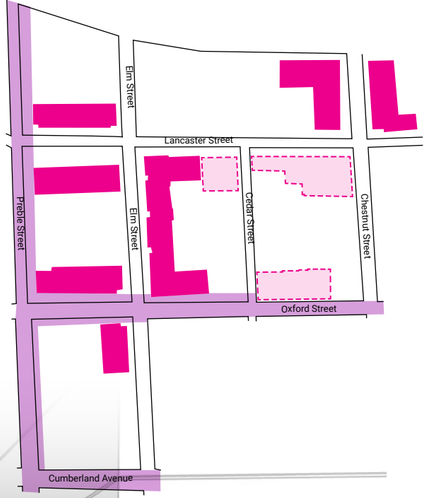


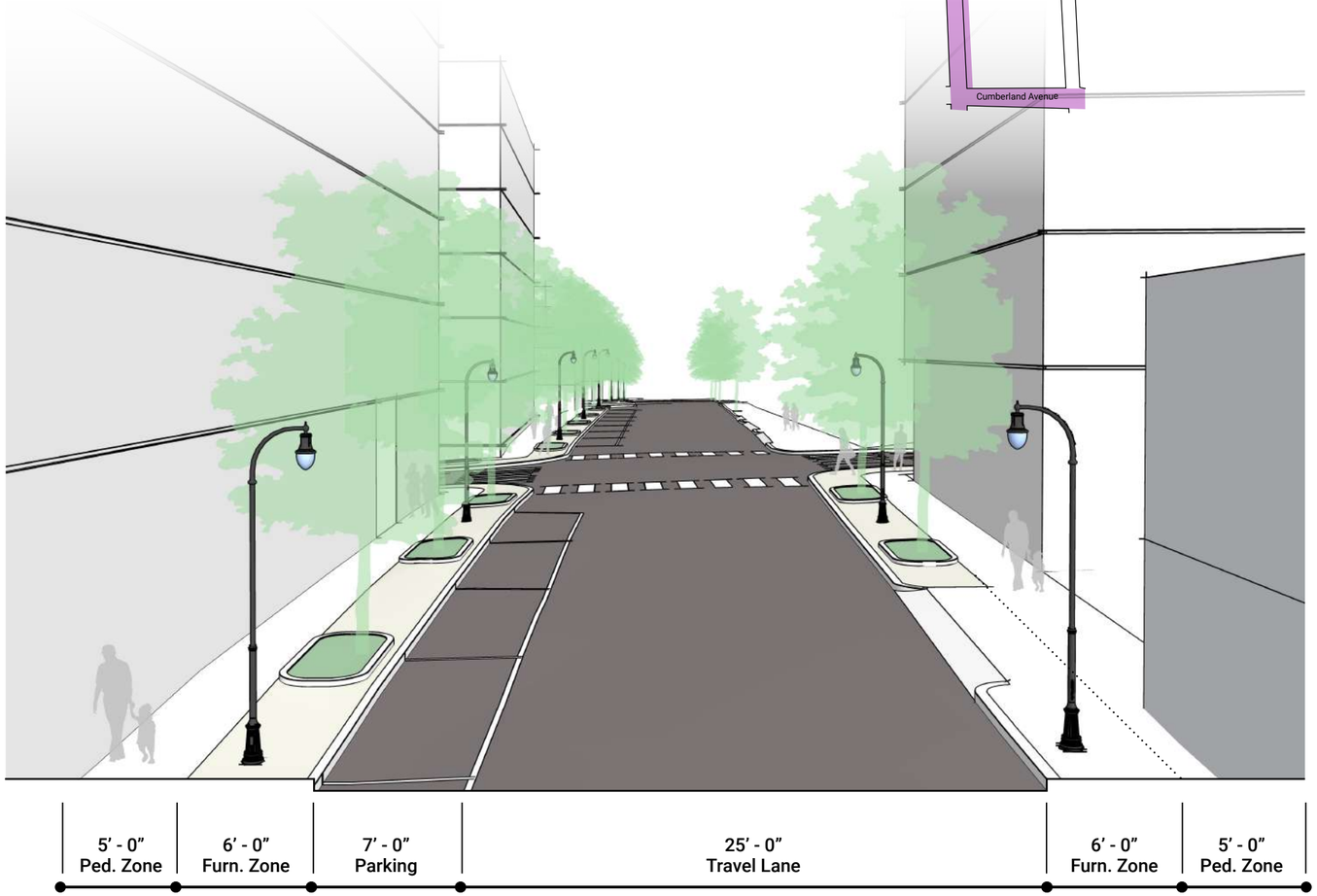


OXFORD STREETSCAPE
TYPICAL STREET DIMENSIONS

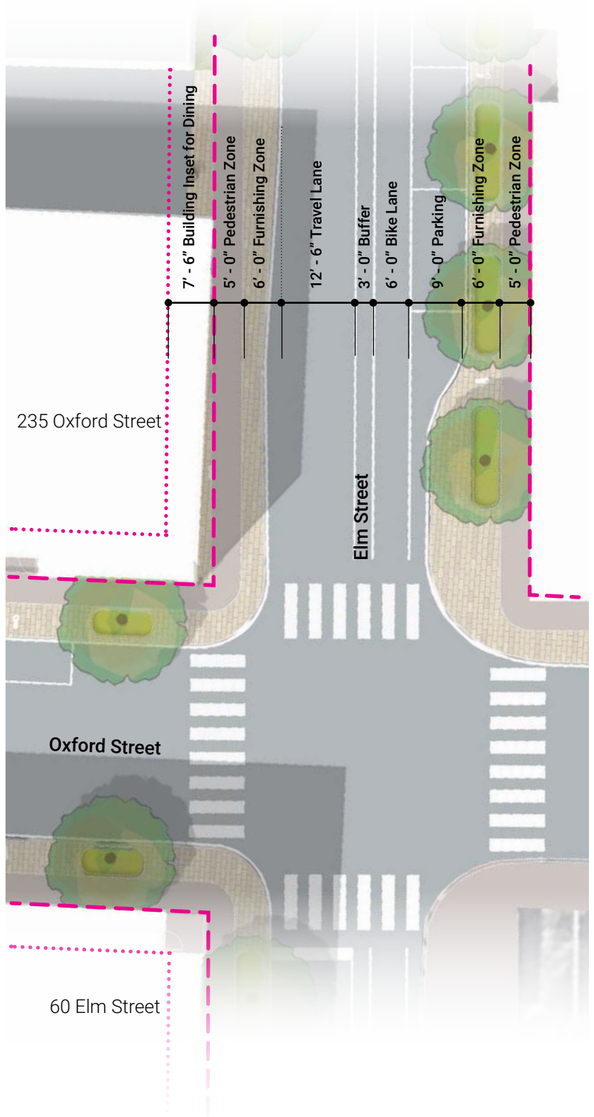
COMMERCIAL CORRIDOR B

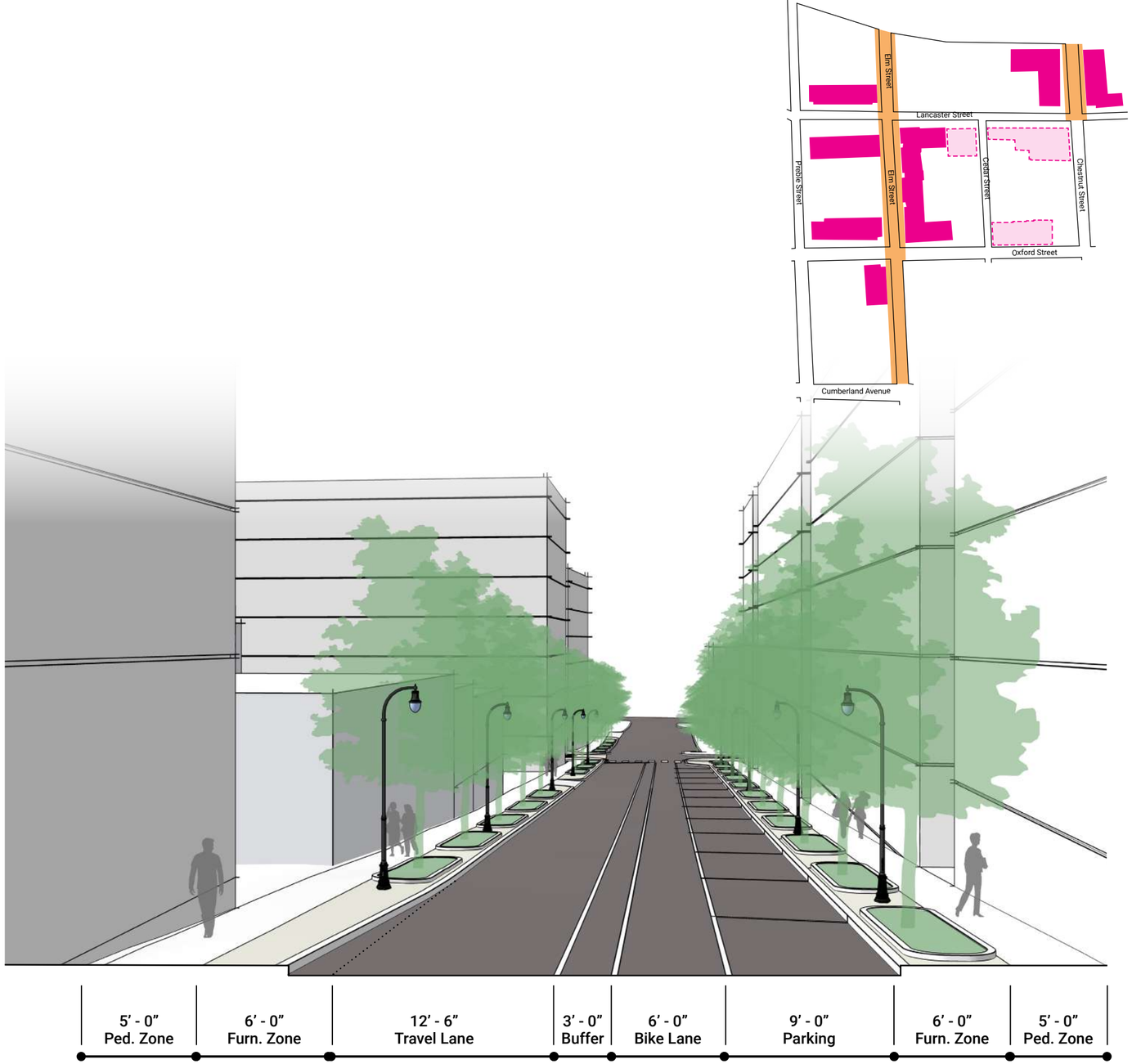






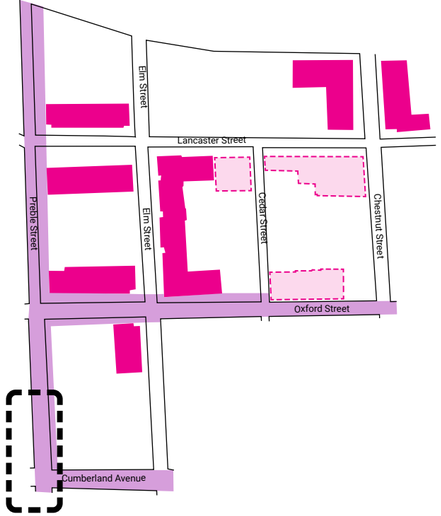
ELM STREETSCAPE
TYICAL STREET DIMENSIONS
NEIGHBORHOOD CONNECTOR





PREBLE STREET GARAGE
TYPICAL DIMENSIONS

COMMERCIAL CORRIDOR B



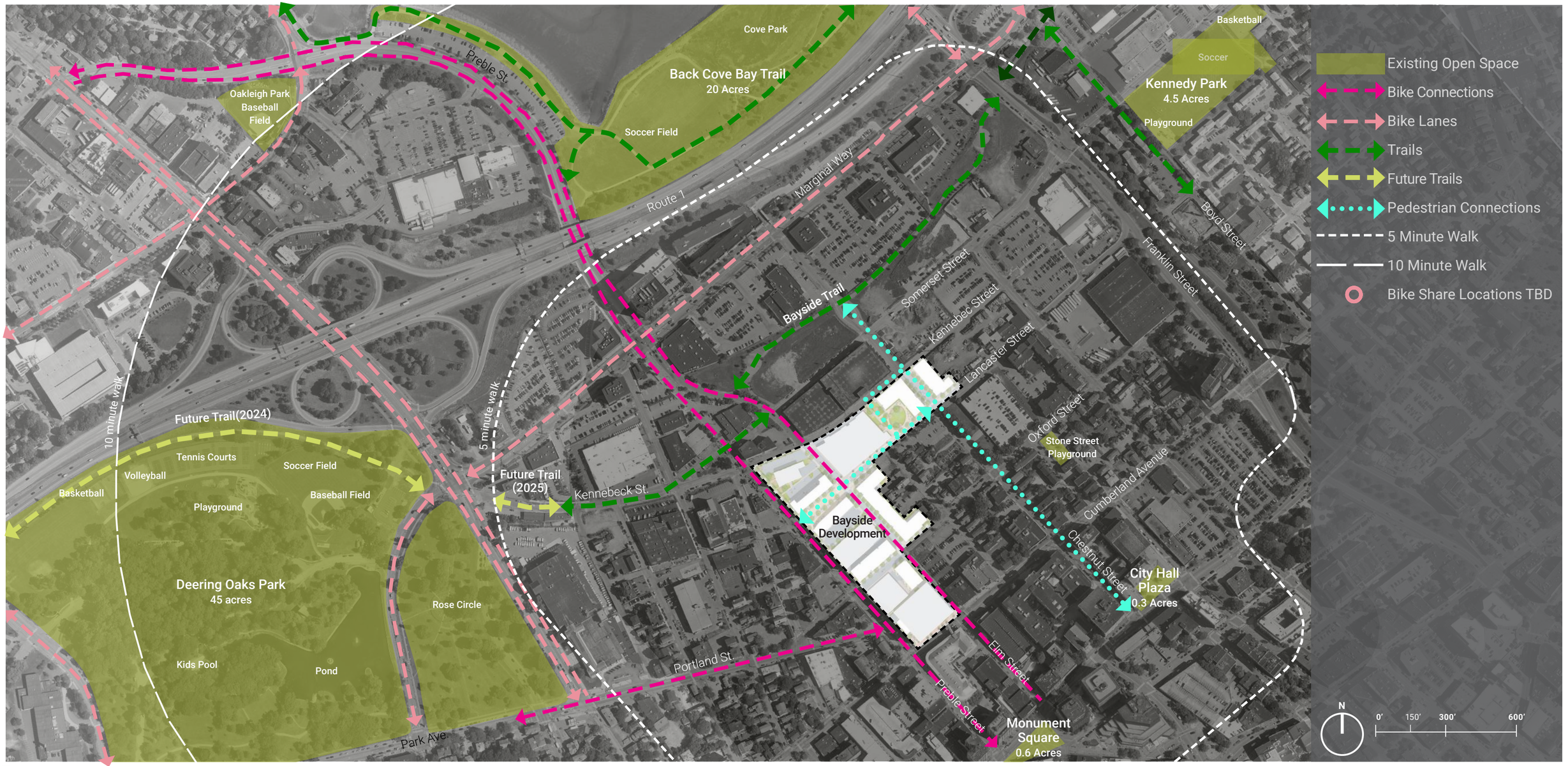


Att. Y

BAYSIDE | PORTLAND, ME
PUBLIC REALM DESIGN

BAYSIDE PORTLAND

EXISTING OPEN SPACE CONNECTIONS



BAYSIDE PORTLAND

OPEN SPACE TYPOLOGIES



BAYSIDE PORTLAND

RETAIL & OUTDOOR DINING OPPORTUNITIES



BAYSIDE PORTLAND
ILLUSTRATIVE SITE PLAN



BAYSIDE PORTLAND
PHASING DIAGRAM



BAYSIDE PORTLAND
STREET TYPOLOGIES

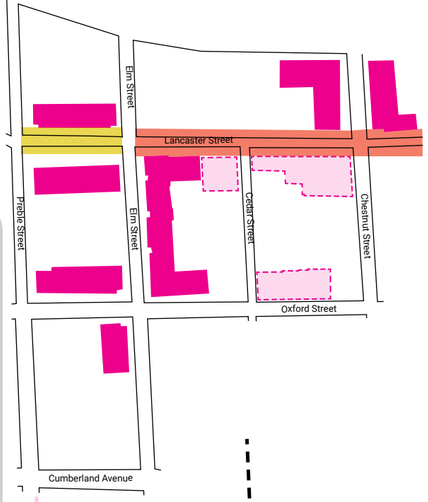


BAYSIDE PORTLAND

LANCASTER STREETSCAPE

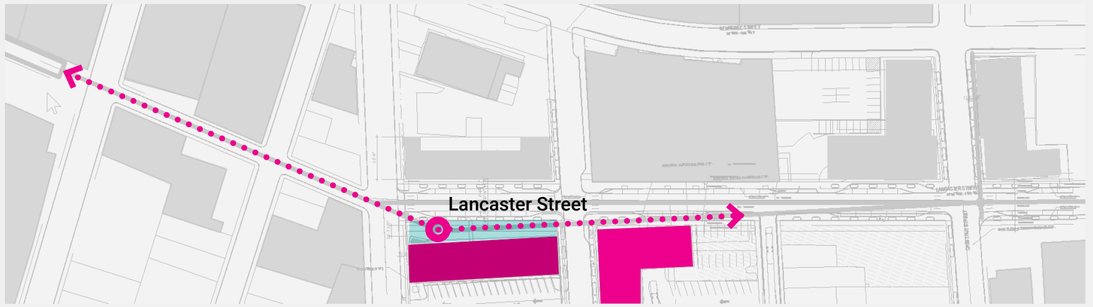




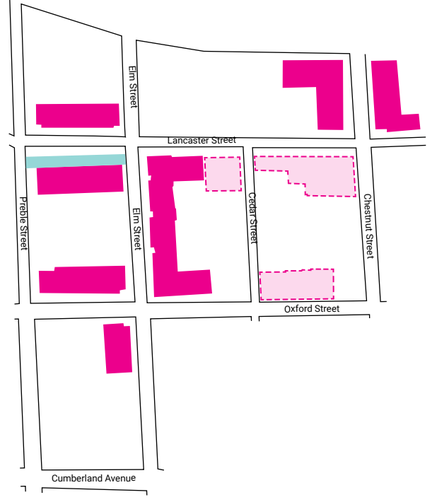


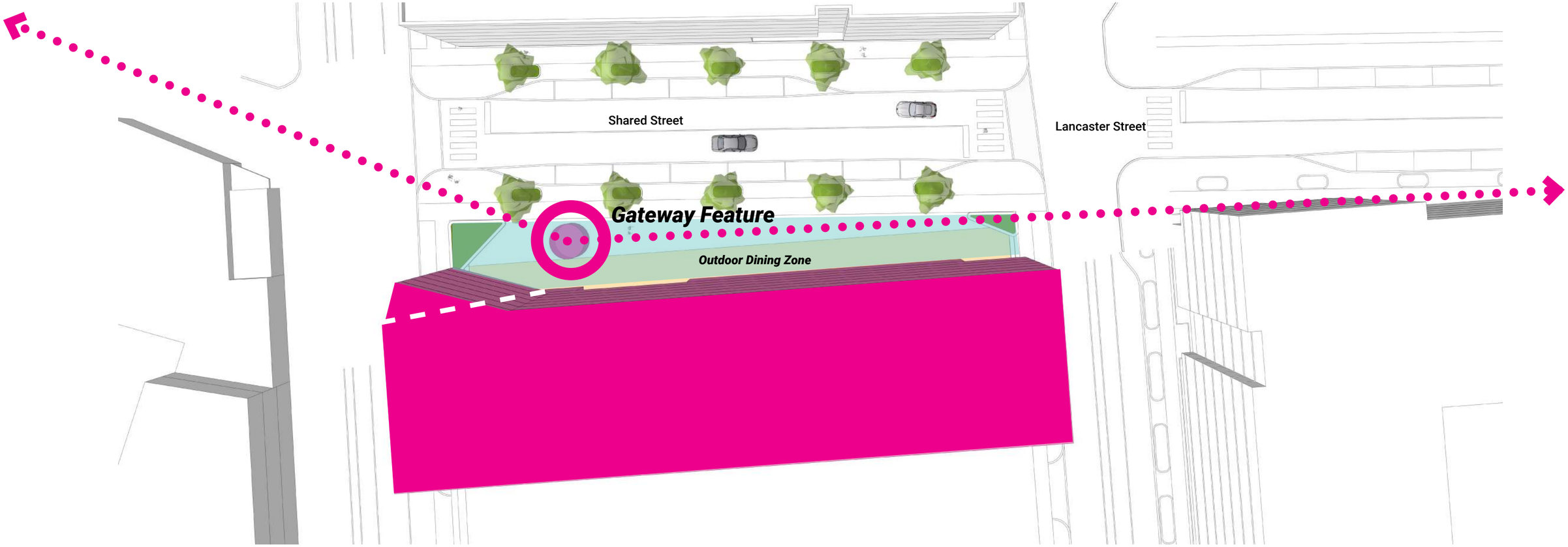


BAYSIDE PORTLAND
LINEAR PARKLET/GATEWAY



Context Plan

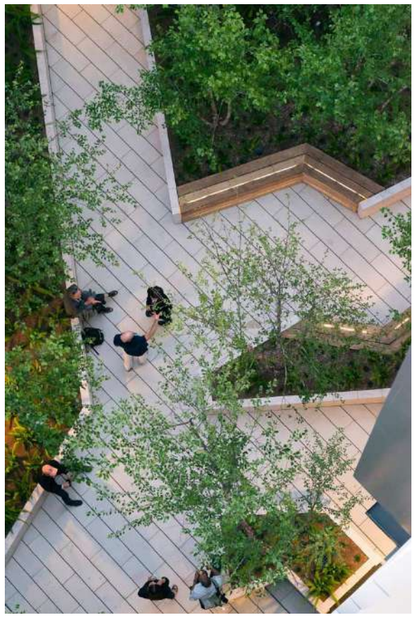


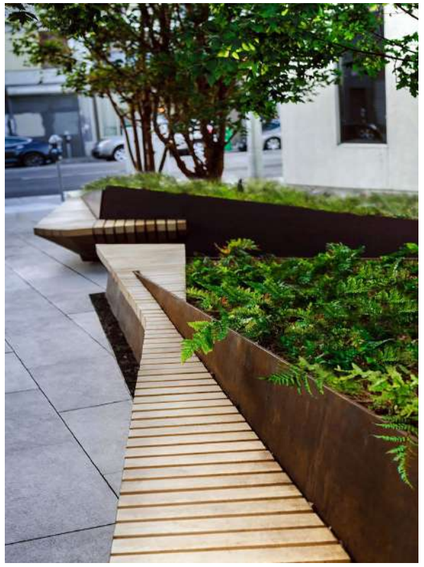


BAYSIDE PORTLAND

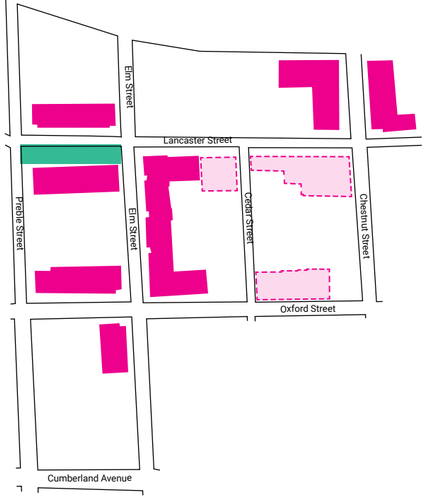
LINEAR PARKLET CHARACTER & MATERIALS

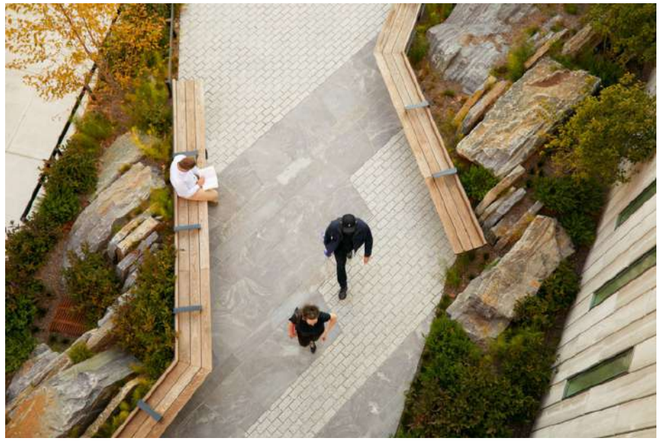






















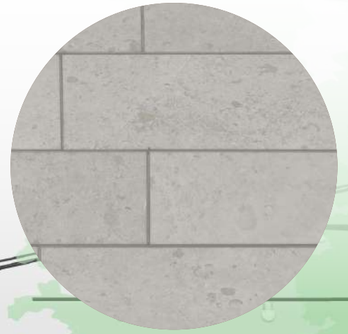
SHARED STREET

MATERIALS

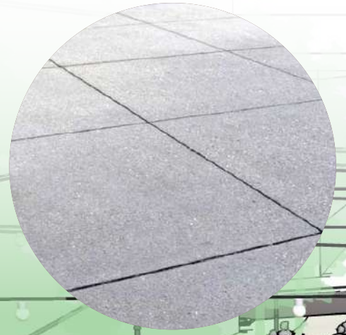
1.) Roadway Unit Pavers



2.) Furnishing Zone Unit Pavers



3.) Pedestrian Zone Cast in Place Concrete





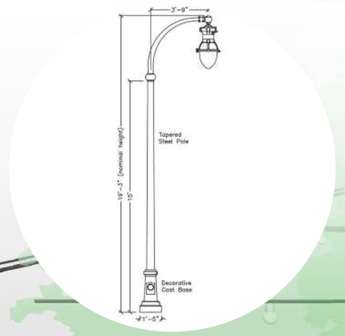
SHARED STREET

FURNISHINGS

1.) Gateway Element



2.) Street Light Pole



3.) Catenary Lighting



4.) Planter with Integrated Seating



5.) Bike Racks

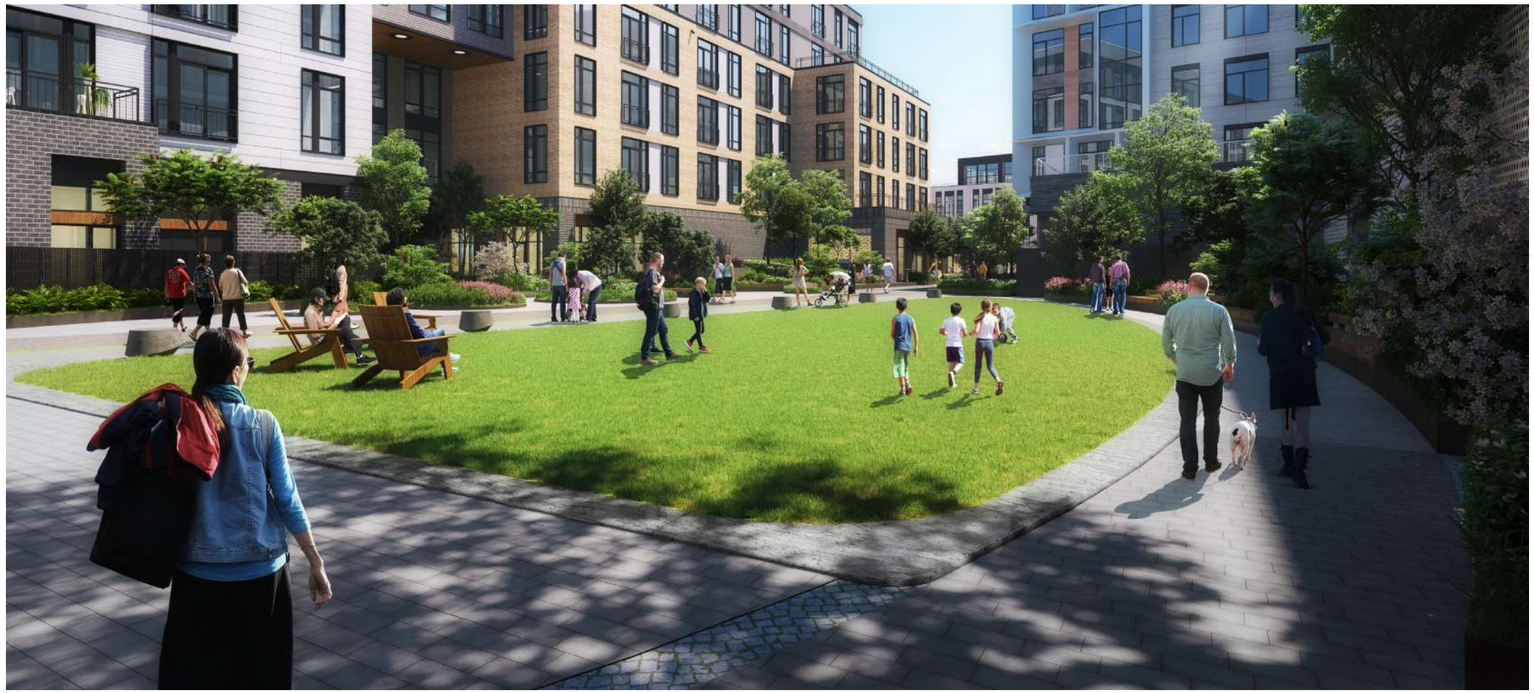




BAYSIDE PORTLAND

MAJOR PUBLICLY ACCESSIBLE OPEN SPACE | PRECEDENT IMAGES









COMMERCIAL CORRIDOR A
MATERIALS

1.) Parking Flex Zone Unit Pavers

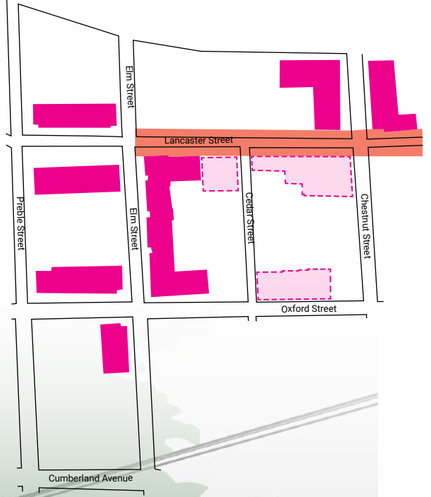


2.) Furnishing Zone Unit Pavers



3.) Pedestrian Zone Cast in Place Concrete





Future Development Site

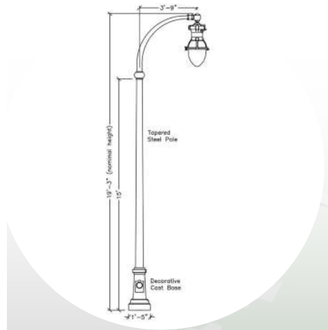
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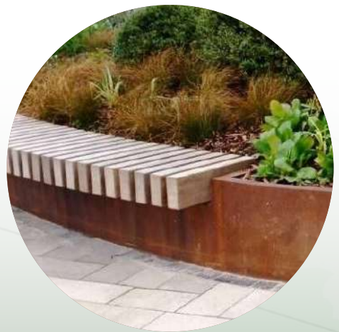
3

COMMERCIAL CORRIDOR A
FURNISHINGS

1.) Street Light Pole



2.) Planter with Integrated Seating



3.) Bench



4.) Bike Racks





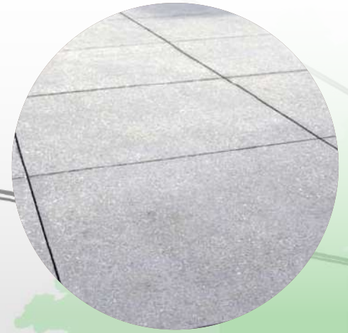
Future Development Site

COMMERCIAL CORRIDOR B
MATERIALS

1.) Furnishing Zone Unit Pavers

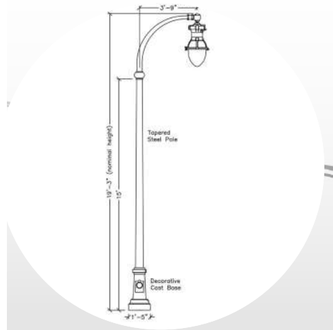


2.) Pedestrian Zone Cast in Place Concrete



COMMERCIAL CORRIDOR B
FURNISHINGS

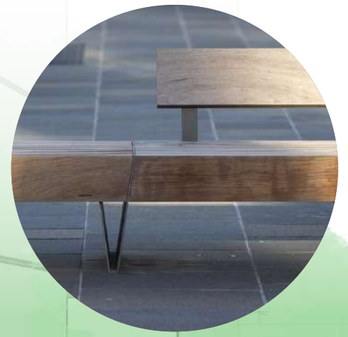
1.) Street Light Pole



2.) Street Tree Planter Edge

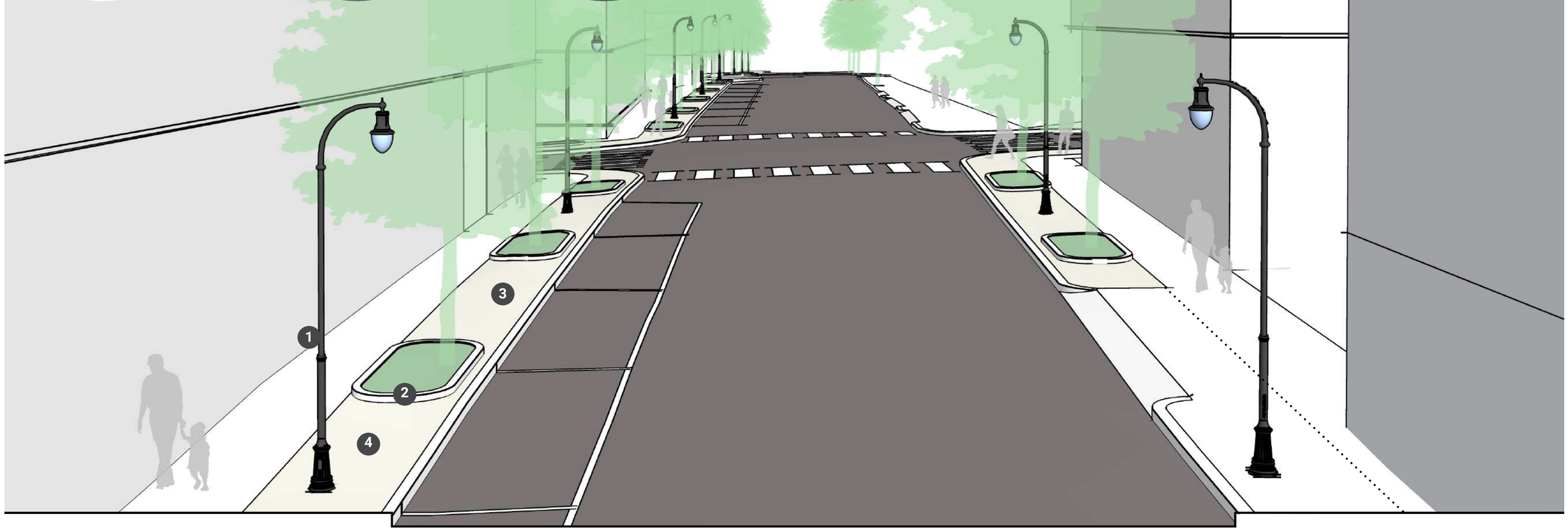


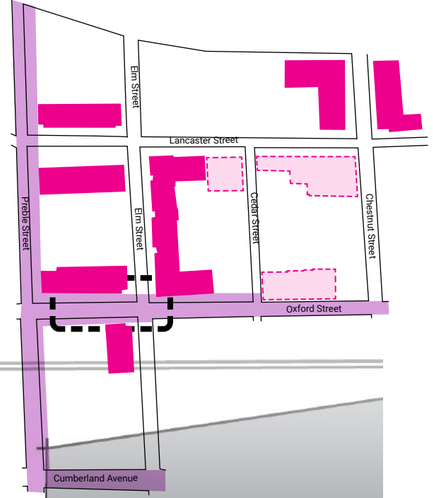
3.) Bench



4.) Bike Racks

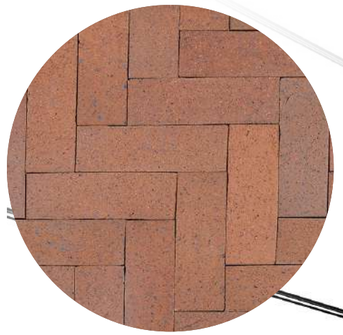




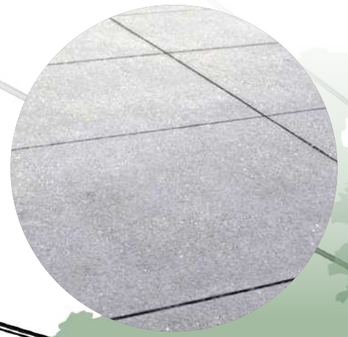


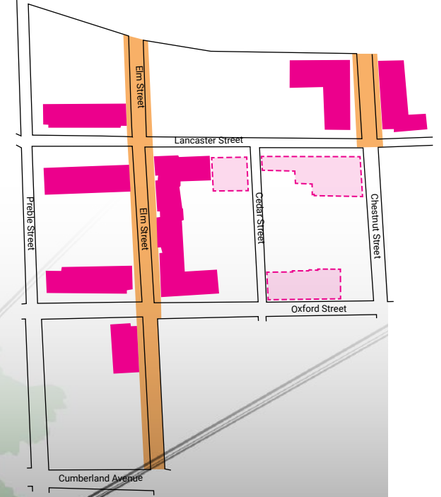
NEIGHBORHOOD CONNECTOR
MATERIALS

1.) Furnishing Zone Unit Pavers



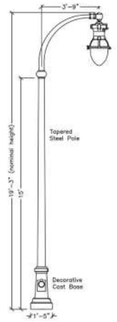
2.) Pedestrian Zone Cast in Place Concrete





NEIGHBORHOOD CONNECTOR
FURNISHINGS

1.) Street Light Pole



2.) Planter Edge

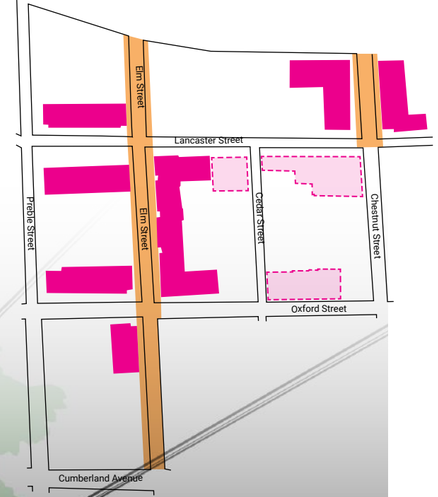


3.) Bench



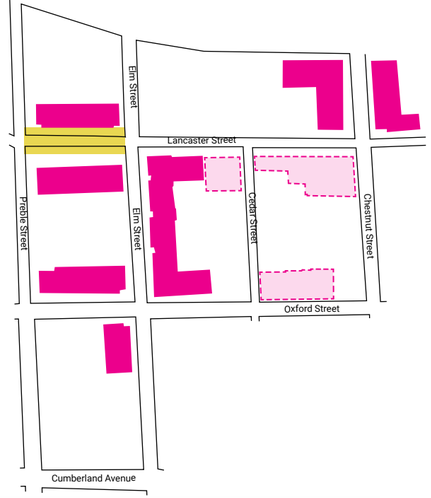
4.) Bike Racks



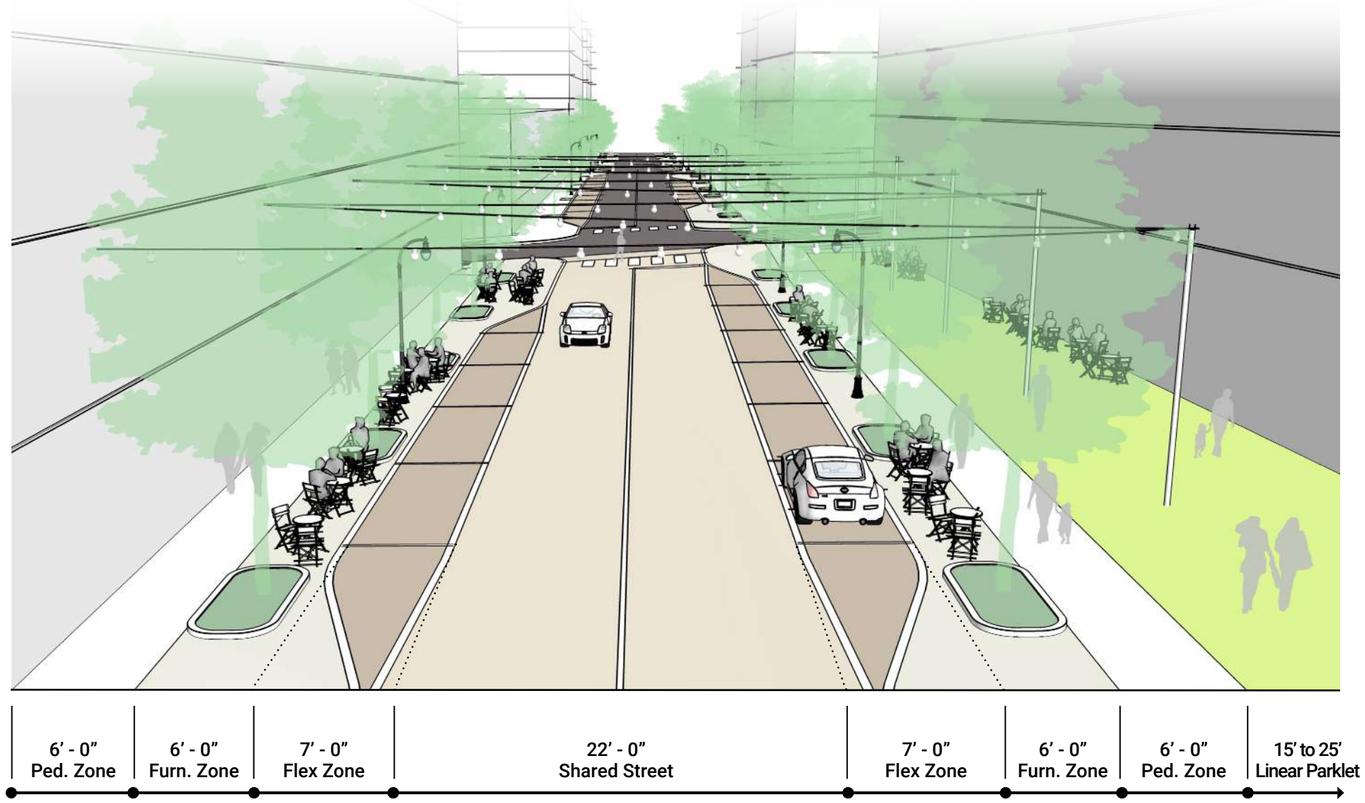


LANCASTER STREETSCAPE
SHARED STREET DIMENSIONS

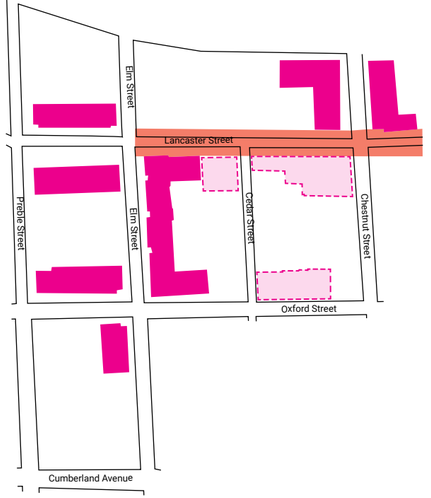
SHARED STREET

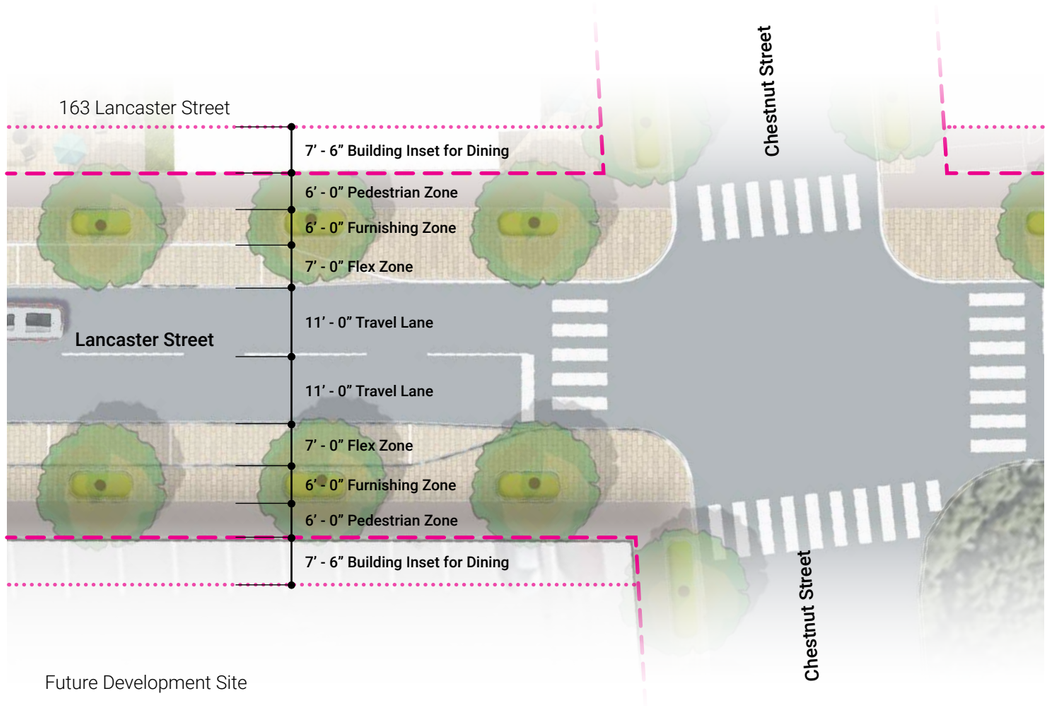


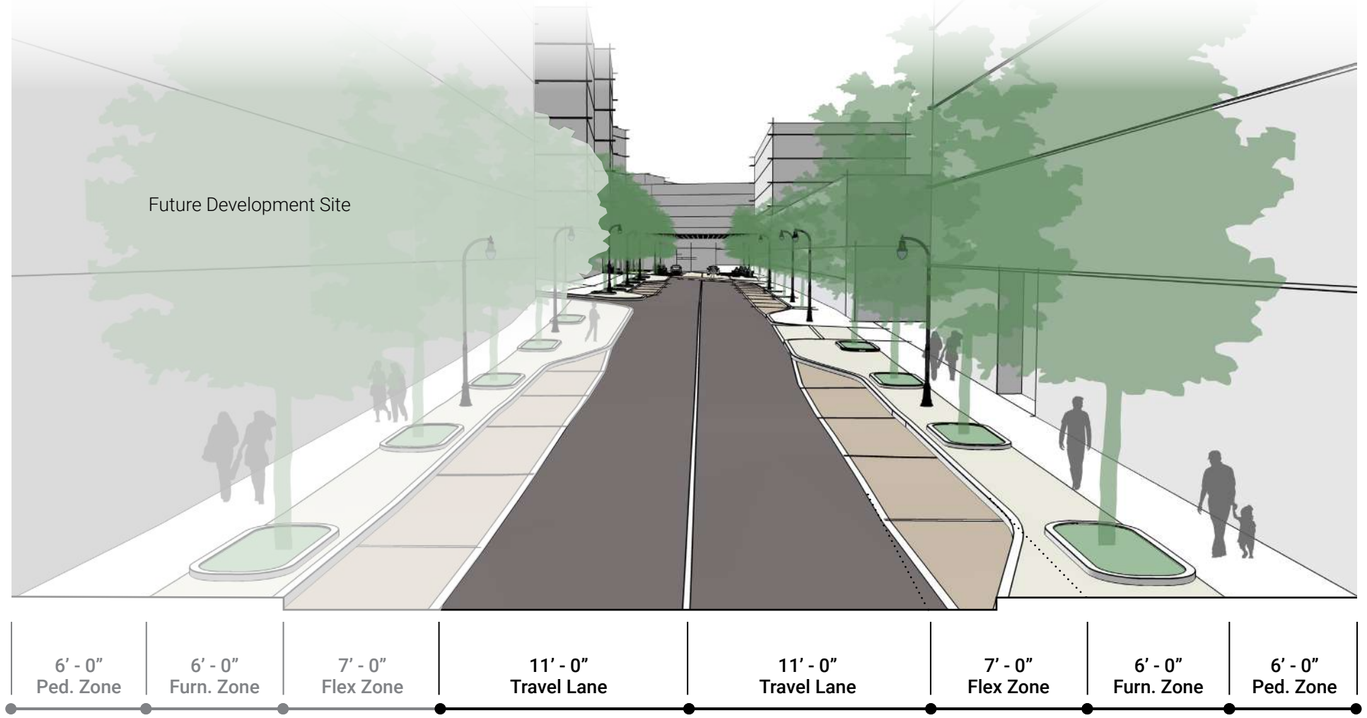




LANCASTER STREETSCAPE
TYPICAL STREET DIMENSIONS
COMMERCIAL CORRIDOR A

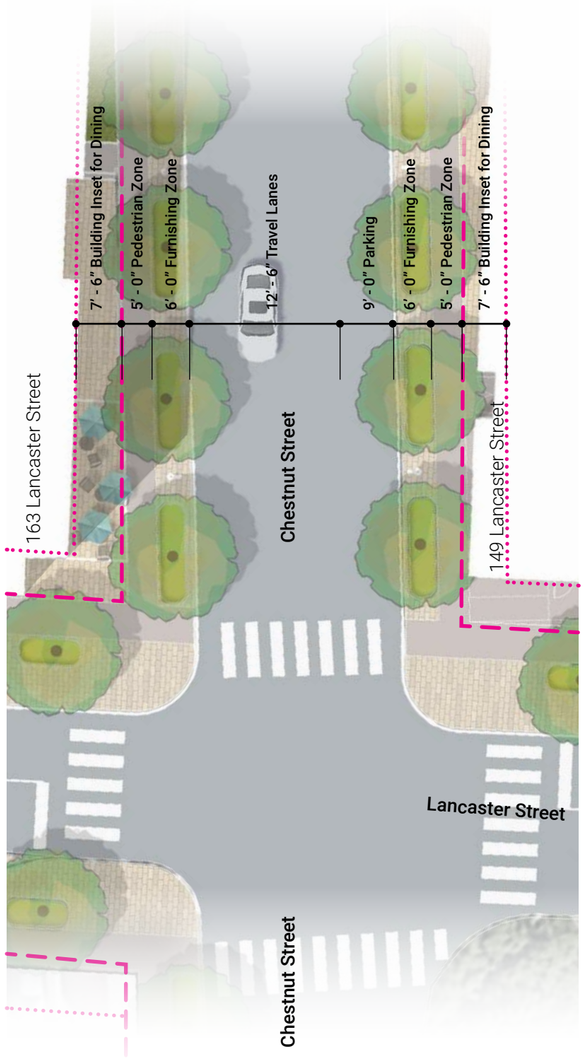


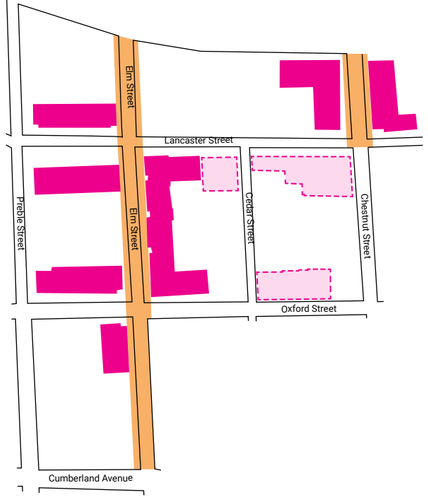




CHESTNUT STREETSCAPE
TYPICAL STREET DIMENSIONS

NEIGHBORHOOD CONNECTOR

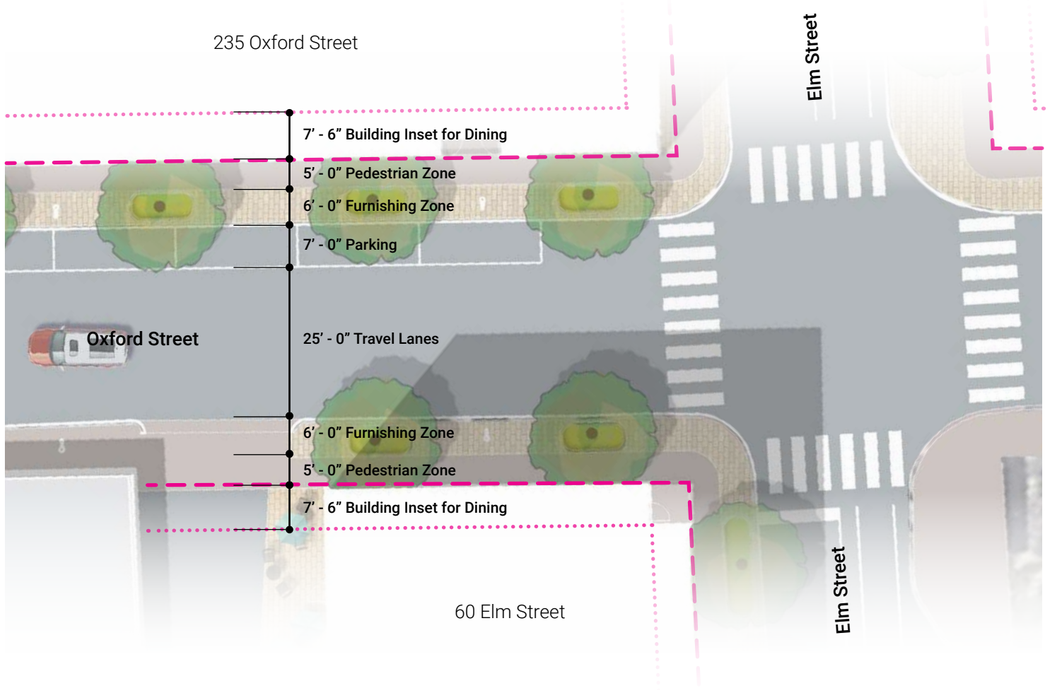


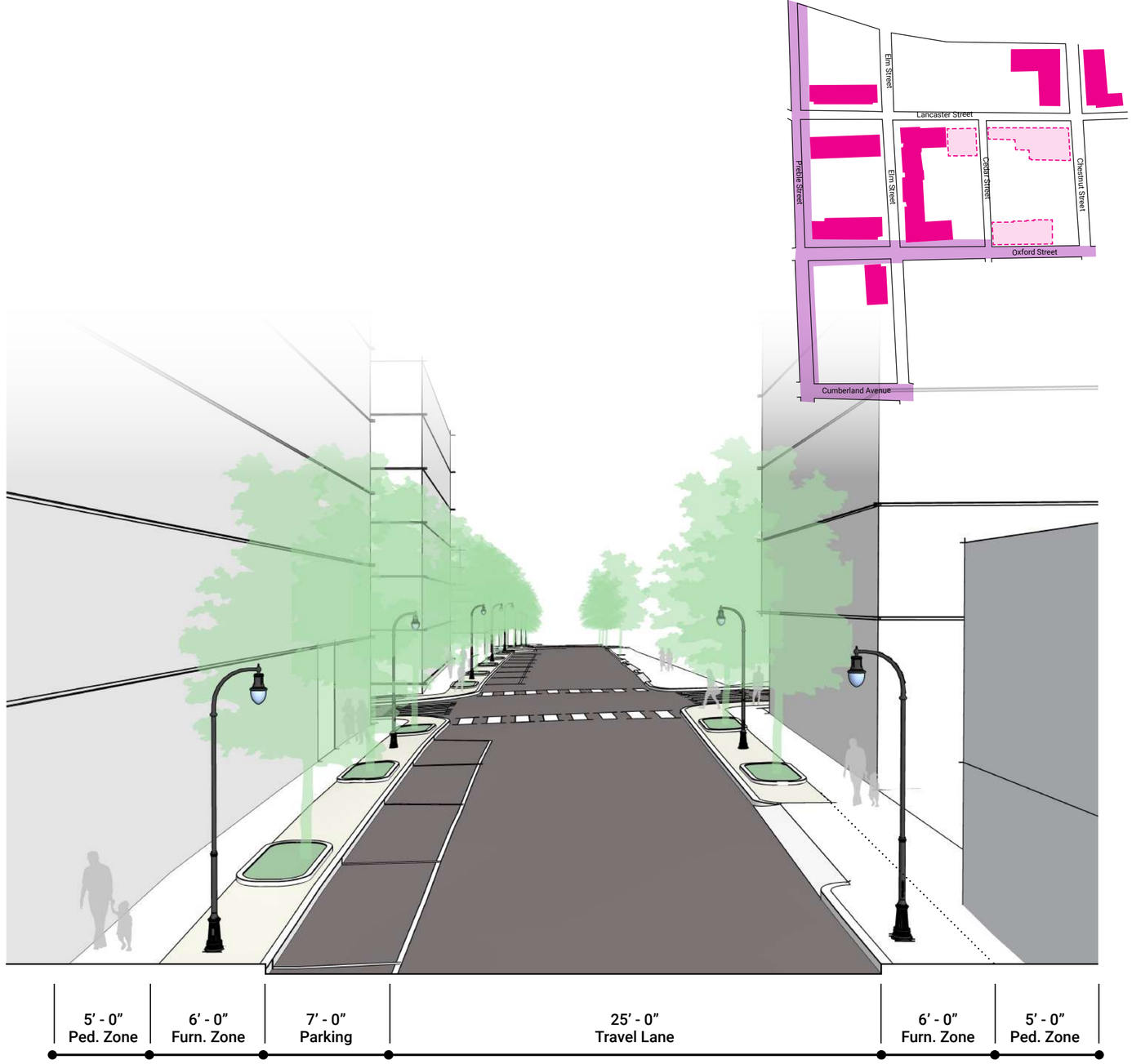




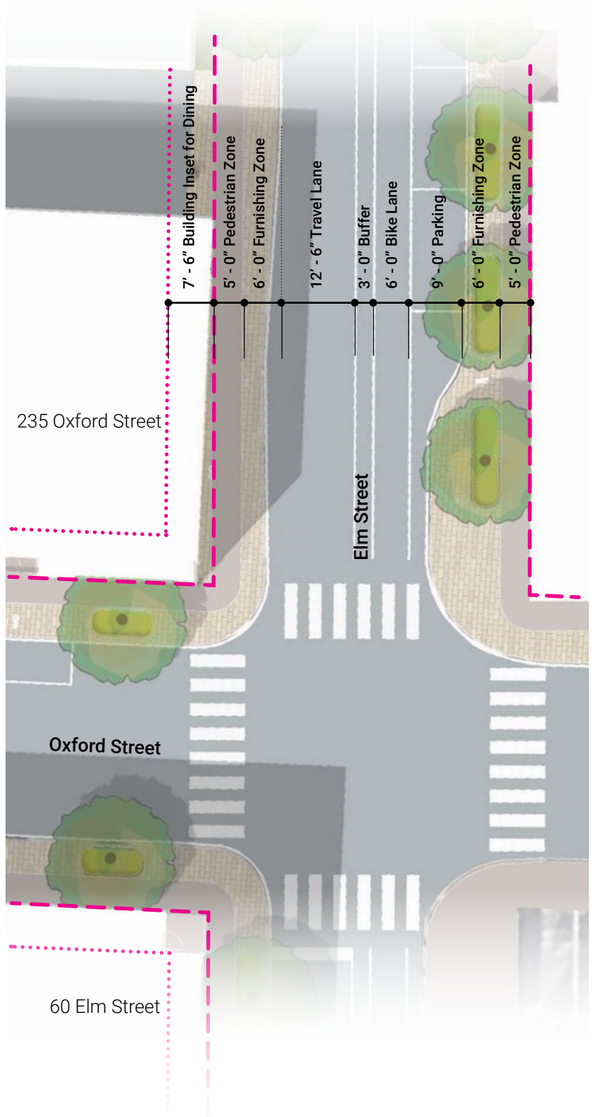
OXFORD STREETSCAPE
TYPICAL STREET DIMENSIONS

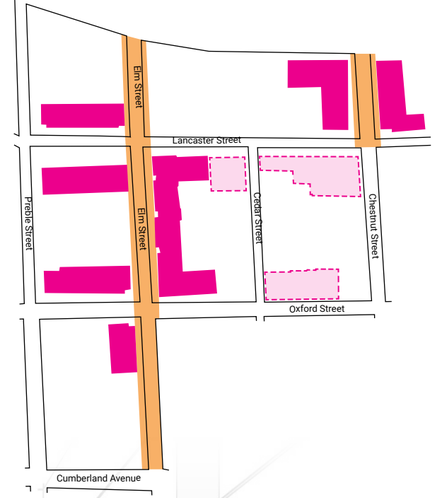
COMMERCIAL CORRIDOR B

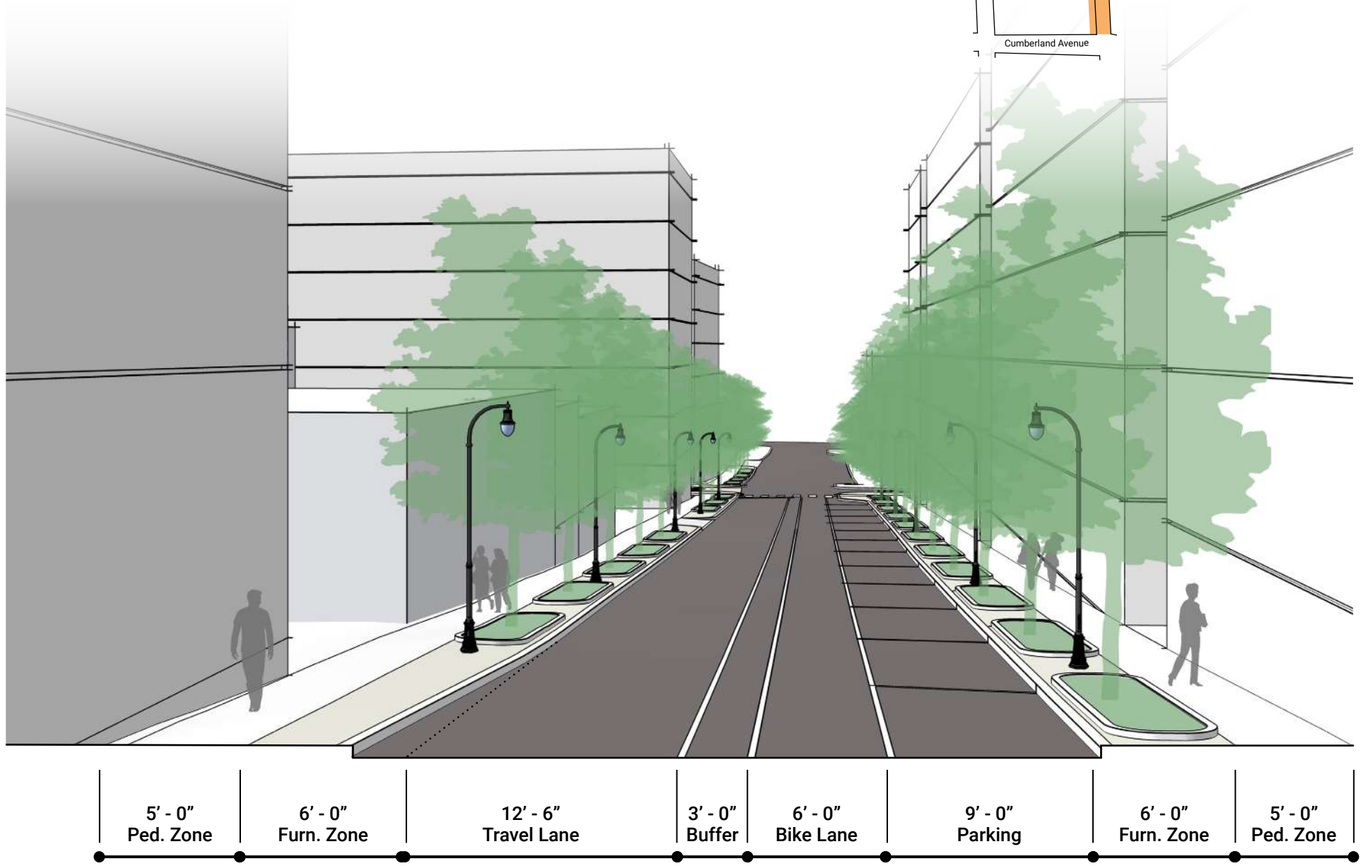




ELM STREETSCAPE
TYICAL STREET DIMENSIONS
NEIGHBORHOOD CONNECTOR

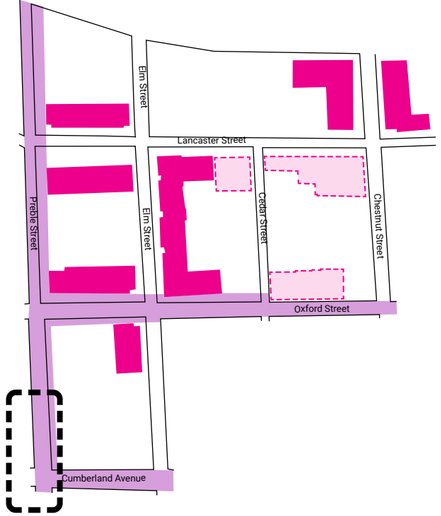




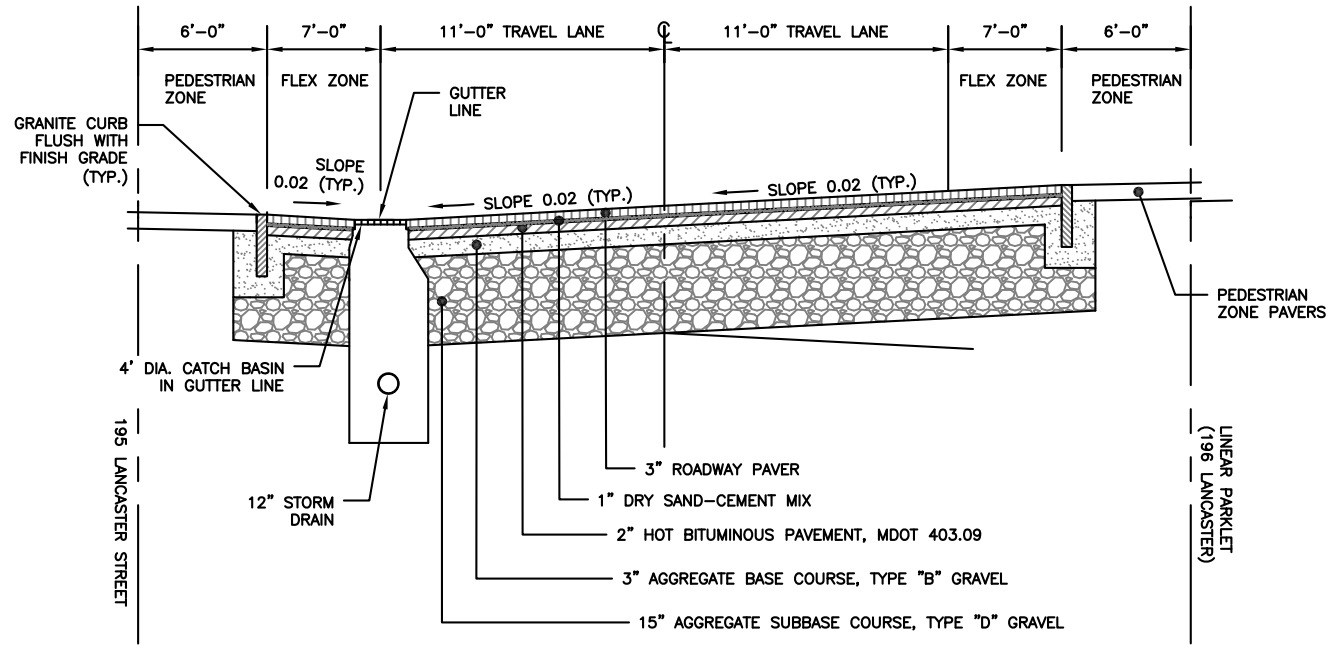


PREBLE STREET GARAGE
TYPICAL DIMENSIONS

COMMERCIAL CORRIDOR B







SHARED STREET CROSS SECTION

NOT TO SCALE

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

DRAWING NO.

SK–1

FILE:	WOONERFXSXN.DWG
JN:	1192
SCALE:	NTS
DESIGN BY:	MKT
DRAWN BY:	MKT
CHECKED BY:	WHS

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME: SHARED STREET CROSS SECTION

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC

ISSUED FOR	BY DATE
MDP RESUBMISSION	MKT 4/10/23

PC1

Heidi Souerwine <heidi.souerwine@gmail.com> Feb 8, 2023, 3:14:01 PM (17 hours ago)

to Zachary Powell, Anna Trevorrow, azarro@portlandmaine.gov, rrodriguez@portlandmaine.gov, vpelletier@portlandmaine.gov, Kate Snyder, Pious Ali, mdion@portlandmaine.gov, afournier@portlandmaine.gov, rphillips@portlandmaine.gov, sustainabilityoffice@portlandmaine.gov, planning@portlandmaine.gov

Dear Mr. Powell (& Council members),

I have recently dug into the site plan proposed for an upcoming project in (west) Bayside, where I live. Although I hope there will be real opportunities for citizen feedback that can influence this project's vision, I know from past projects that stage in the process often occurs too far down the line for substantive change or human-centered design. So, I'm sharing my feedback as soon as possible, with as many people as possible, and will continue to watch for other avenues to engage in the process. Although I try to be an engaged citizen, I am still unclear about the processes and order of actions overall that contribute to new developments in our city (and what elements City officials can influence), so I apologize in advance for any naivety.

I would like to respectfully raise a few questions and concerns for the pending 7 block, 13 parcel development project (Site Plan PL-002315-2022) for early consideration:

1) **Green space** - There is no green space built into this plan, which is necessary for all neighborhoods, and is part of what makes Portland such a wonderful home for us. Bayside has seen an incredible loss of trees in the last 5 years, and increasing tree canopy and green space in the neighborhood is crucial to this being a livable, healthy, whole neighborhood. The large swath of green space shown at the edge of the site plan is not part of the project, and is primarily abandoned dirt lots. How can we add green space to this project in a meaningful way to mitigate environmental impact, support healthy citizenry in the future, and ensure Bayside is a welcoming environment?

2) **Neighborhood Pride & Built Environment** - The plans for the built environment in Bayside should take into consideration the history of the neighborhood and downtown Portland as they do in the West End, Munjoy Hill, and other historic neighborhoods. West Bayside has historical significance - it is one of the only areas that didn't burn in Portland's many fires and it has long been a working class neighborhood supporting many of the businesses and industries that draw people to downtown Portland. Bayside also has significance to Portland today - it represents the struggle for the heart and future of this city. Replacing its character-filled brick buildings with more of the disconnected ugly boxes that have been popping up of late would be a huge misstep. The City and the process must insist that the built environment respect the visual identity of the neighborhood overall (not a couple new misstep buildings as a reference point) and respect the history of the neighborhood. It's been done successfully in other neighborhoods. The Parkside Cumberland Ave project is a **good** example of the way new construction developments can seamlessly fit with and even *enhance* a neighborhood (something Bayside's existing population should benefit from). The 178 Kennebec project, in contrast, is a **bad** example and 7 blocks of similarly built buildings would be the wrong direction.

3) **Complete neighborhoods & human centered design** - The footprint and scope of this project makes it crucially important that its vision be held tightly to the concept of complete neighborhoods. Will the traffic plan allow easy access to public transportation? Are there enough public spaces and retail space for services and practical things that neighborhoods need with 800 new residents (& the several hundred more that will be there shortly) when there are dead zones all around it? The couple restaurants & bars over at the Batson River/Wilson Co/etc development may be a **good** example of a built environmental but are not enough for community growth of its size, or likely affordable enough for 1/4 of the new residents. Will the sidewalks and street design be done holistically (unlike disparate development in Bayside done so far) - so it can really be a walkable neighborhood and reflect Portland's climate goals? Are there places for families & children to be in community together? Do the building heights work against (desperately needed) tree canopy efforts to ensure the area is healthy and breathable?

This is possibly the most significant development in Portland in decades. All of these things should be considerations for us to ensure Bayside residents - both old and new Mainers - have equitable access to the opportunities for growth, health, and long-term residency in Portland. Bayside is often forced to accept things that would never be accepted elsewhere. The greater community knows its residents are disadvantaged and often unempowered. I'm thrilled to see a quarter of the housing allocated for affordable housing, and I'm thrilled for so much needed housing inventory to be added to the market. But for future generations to thrive in Bayside as Portlanders do in other neighborhoods, this project needs to be thoughtfully considered, and we as a City can't be afraid to challenge the developers to improve their vision.

I look forward to engaging in the process further. I recognize how challenging a project of this scope is. And, as always, I remain grateful for all of your public service.

All the best,
Heidi Souerwine, (west) Bayside resident

Gerry Greenberg <gerrygreenberg2018@gmail.com> 9:20 AM (19 minutes ago)

to planningboard@portlandmaine.gov

I am writing to support the Bayside project on Chestnut and Elm. I have some concerns which the Planning Board could deal with.

1. The small area for green park space.

2. The lack of trees which improve the air and provide some recreational space.

3 Having one building for affordable housing. This would create a poor persons building and it would get stigmatized by both its residents and the community. Affordable housing should be integrated within the whole development

Thank you. Gerry Greenberg, Portland resident

PC3

Stephanie Towns <stephtowns@gmail.com> 11:21 AM (3 hours ago)

to planningboard@portlandmaine.gov

For the love of … NO. Please don't overdevelop Portland. This area can't handle traffic in this area of that many more people. Already that shit show that is the bm bean development is going to hit the environment and community hard. Already our infrastructure can't handle traffic and drainage. Please stop trying to grow this area. Greedy developers should move on!!!

Thomas Blackburn <teb@mainemechanics.org> Mar 9, 2023, 3:20:32 PM (17 hours ago)

to planningboard@portlandmaine.gov

My name is Thomas Blackburn and I have resided in Bayside on Hanover Street for over 20 years and have observed the transition of this neighborhood from the proposal of a new civic center on the land proposed for this development.

Frankly I am very concerned. Parking has become a huge issue in Portland, especially in Bayside. When the PB approved the development of the maintenance garage into 170 housing units this project contained parking for a single car per unit.

My concern for the proposed project is the fact that the parking garage at the corner of Elm and Cumberland may or may not accommodate the needs of the new tenants.However, where are the cars that now park on those surface lots park when this development is built? I would assume they will look for street parking.

Several years ago the city borrowed $10 million from HUD to build a large parking garage near Whole Foods. Why is that not being built? We have the money and in fact we are now paying it back. If this were built it would help. My understanding is that given that the city is seeking a more pedestrian and bike friendly environment some of that parking was intended for commuters.who would then use public transportation to get downtown. I think the approval of this project should be conditioned on the completion of this garage, Perhaps this developer could build it to expedite the process.

I am supportive of the more housing, certainly low income or affordable housing for our workforce. Another option to alleviate parking issues is to condition of the approval is having the developer build the first 2 floors for parking. And possibly include some space for retail .

I oppose the heights that are being mentioned 10 Stories? That is too much. However if a parking component were included I realize that with some space for retail and a couple of floors for parking that supports the need for upper stories

This city is losing the character and reputation which Portland has cultivated, with the parking hassles one now experiences even before this project is developed.

Thanks you T

--

Thomas Blackburn

Superintendent of Hall

Mechanics' Hall

PC5

Port Property proposal for Bayside neighborhood 0 views



Aaron Chase <cejsko@gmail.com> 9:07 AM (3 minutes ago)

to planningboard@portlandmaine.gov

I am concerned about Port Property's proposed development in the Bayside neighborhood. Specifically, I'm concerned that the project segregates all 200 units of housing for people making 60% of Portland's median income in a single building. I believe the widening income gap is one of the gravest threats to our country. One meager tool the City of Portland has to combat the ill-effects of that widening gap is the use of the Planning Board process to ensure that people on opposite sides of the gap maintain contact and common interests.

I am further concerned by the lack of small retail spaces, green spaces, and community spaces in Port Property's proposal.

I encourage the Planning Board to require revisions to Port Property's plans, including a requirement that housing for people making 60% of Portland's median income be more evenly distributed throughout the project's buildings.

Aaron Chase
Portland Maine

Zachary Powell <zpowell@portlandmaine.gov>

Fwd: 800 unit in Bayside

jmy <jmy@portlandmaine.gov> Fri, Mar 10, 2023 at 12:38 PM
To: Zachary Powell <zpowell@portlandmaine.gov>

---------- Forwarded message ---------
From: Robert Kahn <rhkahnme@gmail.com>
Date: Friday, March 10, 2023 at 11:42:35 AM UTC-5
Subject: 800 unit in Bayside
To: planningboard@portlandmaine.gov <planningboard@portlandmaine.gov>

Planning Board Members - The impact of 800 units on several city blocks in Bayside requires careful, thoughtful and long range planning. This project should not move forward until a serious long range impact analysis has been thoroughly studied and resolved.

Planning Board history has included a rush to approve large projects, breaking city zoning ordinances to satisfy developers, ignoring traffic impacts and lack of overall concern for quality of life in established neighborhoods.

Also a historical problem has been developers bamboozling our city by promising commitments and then breaking those commitments after ground is broken. This has been willful and often behind the backs of city leaders.

Please accept my comments as public record and move on to the City Council, if necessary. Thank you - Robert Kahn, Portland resident

PC7

John Leddy <ledj16@gmail.com> 2:17 PM (13 minutes ago)

to planningboard@portlandmaine.gov

Re: 800-unit Bayside development - I read with interest in the PPH(Thurs. 03/09)**Maine Voices** about future housing plans of Port Property. I could hardly believe my eyes when I read the “low-income units will be segregated into a single build”. Have we not learned this lesson yet ? Segregation is segregation ! Whether it is by skin color or the amount of money a family earns. …and if you think about this arrangement, it is NOT the low-income folks that lose out,”the poor you always have with you”, but rather the folks who will live in the other buildings.

John Leddy

Zachary Powell <zpowell@portlandmaine.gov>

Comments on Master Development Plan 196 Lancaster Street

Laura S. Underkuffler <lu27@cornell.edu> Sun, Mar 12, 2023 at 7:14 PM
To: "planningboard@portlandmaine.gov" <planningboard@portlandmaine.gov>
Cc: Zachary Powell <zpowell@portlandmaine.gov>

Dear Planning Board Members,

Port Properties has submitted a Master Development Plan (MDP) which will have a greater permanent impact on the character of the City of Portland than any other single action by an actor since the urban renewal of the 1960s. This could be an opportunity for all involved to create a vibrant, cohesive, next-generational neighborhood for a truly diverse population, which residents and non-residents can experience. The project still has this potential. Unfortunately, this proposed MDP is so substantively lacking in critical respects that it cannot be approved in its present form.

At the outset, it needs to be noted that the function of a MDP as opposed to a site plan under the City's Land Use Code is at times difficult to discern. However, the approval of a MDP has to mean something. Indeed, the City Land Use Code states that proposed MDP approval "establishes the general parameters for the development, including the general development program, massing, open space plan, and infrastructure plan." (§14.3.2B). These are critically important matters. MDP plan approval is sought by the developer because its approval will freeze the applicability of regulations in effect at the time of approval for the duration of the project. That is what the developer fairly gets from the process. What the City and its citizens get is articulation and commitment from the developer as to how it will comply with the City's priorities and values as stated – as required – for the approval of the proposed MDP.

MDP review standards are explicitly set forth in §14.7 of the Land Use Code. When compared with the project proposal, there are serious deficiencies in the proposal as it now stands. These include:

I. Integration with and respect for surrounding context in design and massing of buildings

The applicant acknowledges that for approval, a MDP must "be designed to integrate with the surrounding context with respect to land use, architecture, open space and pedestrian networks." (See Portal Document #6, "Assessment of Compliance with Master Development Plan Standards" (ACMDPS) at page 2). The applicant asserts that it has met all of these requirements. Unfortunately it has not.

First, the applicant argues that its plan meets the "land use" integrative requirement, because it proposes a mixture of residential use and retail. This is true. However, that is largely where compliance ends.

a. Architecture and massing

The proposed MDP states that the new, very massive and tall buildings "will be designed to incorporate visual diversity ... [to] avoid a monolithic appearance across ... parcels." (ACMDPS at p. 5) Tall buildings could certainly do that. However, the vague drawing that accompanies this proposal (on that page) pictures large, monolithic buildings of virtually identical appearance; rectangular squares, built out to maximum lot boundaries, with colored panels and otherwise

remarkably uniform. The applicant acknowledges elsewhere that uniformity is what there will be: the project will use “a consistent approach to building scale, massing, and articulation. Though no two buildings will be identical, all will share a common architectural language and material palette ... .” (emphasis added). In other words, they won’t be identical, but they will all be virtually the same.

The assurance that the buildings “will avoid a monolithic appearance” rings hollow when the plan’s articulated descriptions will in fact result in that outcome. The assurance that these buildings “will blend contemporary and contextual elements” is so vague as to be meaningless; it in no way describes any particular proposed appearance of any particular building, and commits to no diverse particular (or even general) architectural principles. If approval of the MDP means approval of the pictured “masses” of these buildings on this drawing, with (for instance) their absence of mid-block breaks (required by City Code Table 7E), and their lack of any true distinction of one from another in design or style, both the project and the City will be the loser.

Nor does the applicant’s “Neighborhood Context Statement – Supplemental” (Portal Document #11) rectify these deficiencies. The section of this document entitled “Architectural Design Principles” begins in page 10. On that page, it first re-represents the drawing found on page 5 of the ACMDPS, described above. This is accompanied by a drawing of an idealized street scape that is not identified as anything that the applicant has actually committed to build. (Indeed, it is in appearance completely incompatible with the area as it exists and with any area that would be produced by the project drawing on the same page, just described.) The following page of the Document #11 – which states aspirations to “identify similar elements that repeat thematically across masterplan buildings – material, detail, color, etc.” – utilizes drawings of buildings that are “reference images” and explicitly labeled as “not final design intent.” So what is the design intent? The idea that the ways in which the buildings are similar will be the cohesive theme tells us nothing beyond the promise that the buildings all will be nearly the same.

The same kinds of images and the identical disclaimers are found on the following pages of the document (pages 12-17). Bottom line: the applicant has given no idea or commitment regarding architecture, beyond the nearly identical shapes that appear in the drawing on page 5 of the ACMDPS. The MDP approval is intended by the applicant to be a blank check.

This proposed development can involve architecture that meets City standards. It must involve sufficient real, architectural depictions to meet City standards. This is important when the project involves one or two buildings. It is critically important when a project will transform seven city blocks.

b. Required consideration of context

The proposed MDP is also – despite its assertions of good intention – devoid of actual acknowledgment or actual consideration of context with surrounding properties and structures. This brings us to one of what might be called one of the existing Achilles’ heels of the current proposal, which it only attempts to sweep under the rug.

On the same pivotal drawing (on page 5 of the ACMDPS), it is noted that “massing steps down at lower neighborhood edge.” This refers to the block bounded by Elm Street, Oxford Street, Cedar Street, and Lancaster Street. The proposed MDP pictures one huge building on this block – indeed, apparently the largest in the proposed development – which is in a horse-shoe shape. The long side of this building (“Elm Street 89)”) (along the entirety of the Elm Street side, with no break in facade – in violation of City Code requirements, as noted by Planning Department staff), has two ells, one along Oxford Street and one along Cedar Streets. This block is unusual in the area, and perhaps unique in the City, in that precisely half of it is zoned B-3 and the other half is zoned R-6. The R-6 zoning was to protect two very old and historic properties which are on that half of the lot:

a house built in 1824, located at 213-215 Oxford Street, and another one built in 1846, at 44 Cedar Street.

The "stepping down" of the applicant's building as it crosses into the R-6 zone is not a gratuitous gesture to respect context at that point; it is required by R-6 zoning. The applicant has indicated that it wishes to completely build-out its building located on this block to 80 feet in height (8 stories), and then will reduce the building to 55 feet (5 stories) after it crosses into the R-6 zone and abuts these two historic structures. (The abutting of the 213-215 Oxford Street house is literal: the proposed 55 foot building at that point – as pictured on the Port Property drawing – will come within 10 feet of the lot line, and then six feet further to the house.) Disappointingly, there is no attempt to acknowledge this "context" or offer any recognition of the purpose of the commencement of the R-6 zone at this point – which is to protect the cluster of residential structures, most very old and historical in nature, on this block and across Cedar Street.

It is not expected that the applicant would radically reduce its building as it looms over these historic homes; but it would be reasonable to expect that it would respect context at those points, perhaps with an increased set-back or step-back or other contextual accommodation. (See, e.g., Code §§ 14.6.4A2, site design standards – massing, bulk, location, and height of proposed buildings or structures should minimize, to the extent feasible, any diminution in the value or utility of neighboring structures that are under different ownership and not subject to a legal servitude in favor of the site being developed; 14.6.4E3biv & vii (all development shall protect state or local archeological resources, which include built features located on the Portland Peninsula that predate the Great Fire of 1866).

The applicant deals with this issue by simply repeating, verbatim, the language of the Code's general description R-6 zoning. (See Levine Planning Strategies letter, in ACMDPS packet page 10). This description, it points out, states that the purpose of R-6 zoning is "to set aside areas on the peninsula for housing characterized primarily by multi-family dwellings at high density [in order to] provid[e] a wide range of housing for differing types of households; to conserve the existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of ... nonresidential uses"; and so on. The submitted letter then states:

"While the MDP is primarily in the B-7 zone, there are small portions of one building that cross[] into the R-6 district. ... The below-market affordable multi-family housing planned for this part of the development is high density and designed to make the transition from the B-7 [sic]* to R-6 areas of Bayside."

(*In this case, the transition is actually from B-3 to R-6).

In other words, the statement is that because the proposed building is high density, that fact alone means that any problems involved in transition from a zone allowing an 8-story building, to one which does not, have been met. There is – in this view – no other need for any other consideration of context or impact on existing (historic) single-family homes in the way of architectural modifications, modestly increased set-backs, step-backs, the planting of trees or greenery, or any other measures.

(It should be noted that the MDP option which Port Property has chosen to pursue applies, under the Code, only to the B-3 portion of that block. See Code §14.3.2A. Therefore, as a technical matter, the approval of the applicant's MDP cannot include the portions of its building that cross into the R-6 zone. However, as a practical matter – for instance, the approval of the "mass" and "architectural style" of the proposed ell along Oxford Street – would almost certainly be determinative of what the remaining feet of that ell in the R-6 zone will be.)

One could take the position that the problems of this block (and other problems of contextual requirements) could be taken care of as part of the site-plan application phase. However, if that is to be the case, it must be made clear to the applicant that approval of its proposed MDP – which does not address these issues – does not preclude later review and later requirements to solve problems created by the currently shown massing and placement of its buildings.

2. The meeting of open space and greenery requirements

The document that claims to demonstrate compliance with Code requirements for a proposed MDP (ACMDPS document, described above), spends pages discussing streets, vehicular access, walking on sidewalks, etc. It spends almost no time on the question of open space.

The only "new open space" that is guaranteed under this proposal is apparently the strip along Lancaster Street between Preble and Elm Streets This small strip, one block long, is the "vibrant and inviting new open space" that the entire development of hundreds of units of high-rise buildings offers. (See ACMDPS page 6.) In its initial drawings, the open space/greenery issues were fudged by the project's "green coloring"; land owned by others, and the few treex that exist in West Bayside, were exaggerated to create the impression that the development would be affording lots of these. Later, the designation of these areas – such as the strip of land along Lancaster Street, adjacent to homes on Cedar Street – was changed; that area now is now labeled "future area of development." However, some exaggerations – such as the large green blob adjacent to the end of the ell of the new 89 Elm Street building, which is really a tree in front of the impacted building at 213-215 Oxford Street – still, as a pictoral matter, remain. (See ACMDPS, drawing on page 5).

Apparently, other than the Lancaster Street strip described above, open space requirements for the project are planned to be met by required sidewalks and parking lots. That strip of land, the only item mentioned under the ACMDPS discussion of the open space requirement, is patently inadequate for a project of this size.

(As a particular example, consider the submitted plan for block bounded by Elm, Oxford, Cedar, and Lancaster Streets, discussed above. This block is slated to house 201 affordable units of housing and their occupants. The building of affordable housing is an idea that should be heartily endorsed. However, the only open space planned for these residents is apparently the parking lots, and some trees or greenery that are pictured on the rooftops of the ells on one drawing, where the ells are forced to step down to 55 feet after crossing the R-6 zoning line. See drawing, ADMDPS drawing on page 5. If this is simply an area of greenery, that would be fine, although hardly a substitute for real open space for the massive numbers of units in this project. However, if those rooftops are instead intended as gathering areas for people, a new problem is created. Noise from that area would be about 10 feet from the adjacent home's second-story bedroom windows.)

3. Documented sewer inadequacy

A third problem with the applicant's current proposal is the fact that approval of a MDP requires certification by the Portland DPW that the combined sewer and storm drain systems in the MDP project area have sufficient capacity to serve the proposed project. At the moment, the evaluation of the DPW is that the City sewer system does not have this capacity. The communication from the DPW states that "[t]his finding is based on the projected additional sanitary flow rates the applicant is proposing to add to the sewer system, the proposed sewer and storm drain connections into the City's systems as shown on the MDP utility plan and drainage plan, and the known capacity issues within these systems during wet weather events." (See Staff Report on proposed MDP, attachment page 13). This problem needs to be addressed before the proposed MDP can be approved.

Conclusion

The overall impression is that this proposed MDP has been rushed through with inadequate time for real, substantive answers to the City Code's MDP requirements. With more thought and flexibility, this proposal can be resubmitted with real grappling with the issues that a development plan of this magnitude involves. For the sake of the development and the City, that additional thought and resubmission must be done.

Sincerely,

Laura Underkuffler

Co-owner of 213-215 Oxfford St
Resident of that house for 12 years

Zachary Powell <zpowell@portlandmaine.gov>

Public Comment for 3/14/2023 Planning Board Packet - Master Development Plan; 196 Lancaster Street (West Bayside Master Development Plan); West Bayside Partners, LLC, Applicant - PL-002315-2022

Jim Hall <mtjimhall@gmail.com> Mon, Mar 13, 2023 at 5:52 AM
To: Planning Board <planningboard@portlandmaine.gov>
Cc: Planning and Urban Development <planning@portlandmaine.gov>, Zachary Powell <zpowell@portlandmaine.gov>, Danielle West-Chuhta <dwchuhta@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>

Dear Members of the Planning Board,

I am writing with both excitement and trepidation regarding Port Property's Bayside Master Plan. At this stage I have some high level questions I'm hoping the board can address at the 3/14/23 workshop.

(1) Question — Will there be at least one additional workshop before moving to final vote?

As I understand it, a "Master Plan" is entirely optional for the developer, and triggers additional requirements of them when they want to lock in a multi-phase project to ordinance *as adopted today*, for their own predictability. I'm glad the community gets a glimpse of an overall vision at all, but the consequence of approving 10 years of changes now requires a high bar to get it right.

As someone whose home is literally surrounded (though somehow neither listed as an abutter nor an interested party), I've devoted my entire weekend attempting to digest hundreds of pages uploaded to the agenda Friday evening, and it's hard to imagine a single meeting even covering all aspects. Staff submitted 16 pages of additional requests for the applicant to resubmit, which suggests that we're not even to a point where we have everything we need to review. The applicants themselves presented at the neighborhood meeting (p.306) that tonight would lead to at least one more workshop before proceeding to the board vote.

(2) Question — Can the board require as a condition of approval that a Master Plan (or its subsequent phases) revisit significant zoning changes adopted in the interim?

As a municipality we are poised for a major substantive zoning overhaul with ReCode II. That may not be an inherent feature of a ruling on whether this application complies with code requirements, but it does underline the threshold or burden of proof we must require before granting lock-in that would make ongoing work toward planning improvements irrelevant.

(3) Question — Can the board require the formation of a Community Advisory Panel as a condition of approval? (if so, I request this condition)

The precedent I'm aware of is that the Board added this requirement when approving conditional use of both 5 Portland and 654 Riverside as emergency shelters (which are surely much less impactful than a 10-year proposal of this size). The council has also recently amended a zoning change request from the Roux Institute on the model adopted when Maine Med expanded, adding the requirement to form such a community panel, in that case even requiring representation from specific dwellings.

I've asked the co-developers to voluntarily implement a community advisory panel for this Master Plan, and I've also asked District One Councillor Trevorrow to sponsor Council action (though I haven't heard back from either on this topic). Whatever the mechanism or venue, I feel this will be a vital step to ensuring all stakeholders are appropriately involved in such a large and transformative change.

(4) Question – What level of consistency and what level of completeness is required of a Master Plan?

As staff point out, there are multiple places throughout the submission that are not even internally consistent (such as the pocket park that's shown elsewhere as covered parking). Is a collection of letters sent to utilities considered "complete" evidence the project can be served?

This "master" application mostly outlines intentions for the first two phases (though what I believe is *currently* proposed to be the initial step is still labeled "1B" not "1A" in various places).

If we're locking-in today's code to apply to Phase 5 in 2033 or so, are we not able to require more detail of those stages first?

And beyond that, the applicant has shifted several of their recently purchased properties to different subsidiary LLCs (see deeds and easements) and has only labeled them "*future development*" on a few pages, and not referenced them at all throughout most parts of the master proposal. Don't we need to know about a *whole* integrated strategy, not just tactical first steps?

I have concerns about accuracy as well. One example - an "existing conditions" survey (one of the most official looking portions of the application), lists abutting property owners incorrectly. But my main question for this initial workshop is about what threshold is expected and required.

(5) Question — What precisely is the applicant held to if this Master Plan is approved?

The imagineering from Stantec shows a lot of trees and a lot of brick buildings, very wide roadways between outdoor dining arrangements etc. When I commented about one rendering, *"Oh, it's brick-colored!,"* the presenters were quick to respond that these are only concept drawings. Supposed green space is shown in several places also marked as new buildings elsewhere, or even claimed in areas outside the developers control.

If we're meant to skip over "concept" aspects of the submission as relates to meeting design requirements, it would be helpful to require labeling them explicitly as such. Staff has asked for details about materiality and other aspects that we don't have yet, so I presume all this may be part of what will ultimately be considered for approval. If someone from either the Planning Department or the Planning Board could take time during the workshop on 3/14/23 to clarify where that line-in-the-sand is (i.e what this applicant is actually promising in exchange for being granted immunity from any subsequent ordinance decisions), it would be incredibly helpful.

(6) Question — What mechanisms exist for interested parties to learn about *related* aspects of this plan that are not explicitly part of this submission?

For example, I learned after the fact that Port Property has already requested and received mitigation funding from the Portland Development Committee for sites within this master plan. That appears to be the first time the applicant publicly documented they were changing the order of proposed phases from their original upload to the self-service portal. It's also the first time they've indicated the intended fate of the building on Oxford that's being retired as an emergency shelter, while referencing an additional low-income development phase not listed at all in this plan:

> *City of Portland Oxford Street Shelter – intended for demolition and potential use as a construction staging/contractor parking area as an interim condition until potential future redevelopment into affordable housing.*

There have been irregularities in noticing (which staff is aware of and has commented on in their memo), where an entire side of one street failed to receive notice of DOT traffic study. I'm actually still unclear how the public will know when that particular application is deemed complete, which I believe triggers a limited timeline to request notification of the results.

The developers have also mentioned outside of this application that they are seeking one-time ARPA funding allocation from MaineHousing, and that this specifically impacts their plans around how they integrate affordable housing (see below). That kind of detail seems relevant to understanding the overall master plan being considered.

This is only one area where forming an early Community Advisory Panel would remediate a problem – that there's no "single source of truth" for impacted stakeholders to even learn about all the moving pieces.

(7) Some specific concerns

PARKING
The Furman Block was approved a few years ago with just 11 spaces for 56 Units of workforce housing. I'd like to know more explicitly how that kind of ratio has actually worked out nearby. Anecdotally, the residents nearby indicate that on-street parking issues have gotten worse, in an area that was already poorly marked, allowing "ad hoc" parking attempts where there is no infrastructure for humans to walk to their destination or sometimes even leave their vehicle safely, resulting in dangerous interactions with passing vehicles.

I personally tried out the walk from the former public-market garage to the housing proposed on the corner of Lancaster & Elm (the farthest distance in this proposal to divert parking). That's over a 5-minute walk for someone with a longer-than-average stride and faster-than-average gait, during clement weather (though facing nor'east I noticed). My prediction based on watching parking patterns out my window for the past 25 years is that people paying market rate would continue to "invent" closer street spaces where they don't exist under the current proposal, with similar results as described above.

TRAFFIC FLOW
The census block for this site showed 0% bike use in the provided materials (p156 of submission). I can also tell you anecdotally from living here that there has been very scant usage of any of the new bike lanes that were added after the city's sewer separation construction on Elm & Preble. As much as we collectively want to enable alternate modes of transportation, this is simply not a case of "if you build it they will come," and we have to be clear and realistic about *actual* vehicle use. If we presume high use of bikes, the plan should be showing how 800 families of carless wonders will store them.

Direct abutters are very concerned with the proposal to change all ingress & egress for the phase-1 block onto Cedar. The existing curb cuts are almost never used (in fact one was fenced over until last month), partly because of the extremely narrow turning allowable. In addition, some of the documents show service access flowing the *wrong way* on this one-way street. This particular aspect of the overall proposal amounts to creating adverse impact on adjacent properties, especially when there is an existing working option via Lancaster.

INFRASTRUCTURE CONCERNS
I am glad the developers want to help remedy inconsistencies in directionality on Oxford, and I appreciate that staff will require additional details before this can be fully

reviewed.

A few years ago Portland Police requested a similar adjustment on Alder to allow that traffic to flow in a single direction. That is outside the boundaries of this plan, but I bring it up so that when city staff do look at overall improvements, they may still consider building toward *alternating*, full-street flow where street widths require limiting to a single direction. There is ample research showing various ways poor neighborhoods suffer when stuck with bad prior urban design like the existing layout of Bayside.

The Council is in the process of reopening Franklin Redesign. That's again "outside the lines" of this proposal -- but I would like some reassurance that both adjacent "master plans" at least have a way to coordinate when appropriate, such as design of the connections staff have asked for to the trail and other neighborhoods. I don't know if coordinating with something that's still in committee can rise to the level of "condition of approval", but it feels important to make the right-hand talk to the left when considering such sweeping changes on both sides.

PERMEABLE BLOCKS
The sudden shift from single-family homes on Cedar to a block-long 8-story building on Elm does not strike me as a transition that respects existing neighborhood character. I'm aware that this particular parcel straddles a business zone & a residential zone. R6 is supposed to *"conserve the existing housing stock and residential character of neighborhoods by controlling scale and external impacts."* I hope we can all find a mutually agreeable way to break up that particular monolith. Given that staff have suggested even taller corners, that would present an opportunity to scale back the wings butting into R6, without actually losing units.

My understanding (from the developer) was that they had been *required* by Maine Housing to cluster all the subsidised low-income development into this single building, and also to move the ordering to happen first. A representative from the State has indicated to me that neither of these are forced by their funding rules, in fact MaineHousing "embraces if not encourages" mixed income housing development. Given that the municipality also prefers to promote mixed income housing for various reasons, the proposed segregation of all 200 affordable units into one building is troubling. Several community members asked to consider mingling income levels during the neighborhood meeting.

I noted with some humor the references in this application to the failed April 2000 "Vision for Bayside" (p73). Since you brought it up -- it's worth clarifying that vision actually called for infill in this "Bayside Heights" area with "new rental and owner occupied dwellings *in a variety of sizes and types.*" Portland is lacking proposals for the kind of middle-density housing development supported by groups like Livable Portland. It's likely not something current laws or the board would require of any given atomized application -- but I'd generally like to know if there are ways the uninterrupted mass girth

height and overall imposing nature of this particular structure can be tempered, where it meets 2-story homes.

MIX OF USES

The proposal of 28,000 square feet of retail activated ground floor is welcome, but does not seem anywhere close to forming a "complete" neighbrohood as defined in Portland's Comprehensive plan. 82 Hanover is listed in this application (p110) as 40,000 square feet, which hosts three storefronts, so I'm guessing 28k only allows one or two. If we want 800 families to build lives in this neighborhood (with limited use of cars), it's clear they'd need a better balance of services for the community. The 72% traffic egress shown from here to I-295 north & south (p150) seems to indicate we need more intown amenities to make it livable and walkable.

I was sad to learn this plan proposes to destroy the brick building currently housing Two Fat Cats and force the bakery tenant to relocate again. Decisions at that level are probably the prerogative of the owner, but it would be nice to be able to point to something pleasant preserved in this plan. So far the applicants have focused on what's new rather than anything that ties back to neighborhood fabric.

COMMUNITY GARDEN

I'd like to ask city staff, and if relevant the council, to work directly with this developer, and whatever additional organizations may be relevant to preservation / parks / landbank / etc. — in order to once and for all secure a *permanent* home for what has been the only "rental" green space in this neighborhood for decades.

I understand the landowner is operating as a for-profit company and is unlikely to allow this to happen on their own, and I understand that code requires only what's termed "open" space that can even be hard-scaped. The garden is living on borrowed time on one of those "future development" parcels tucked into certain pages, and without direct action appears unlikely to survive for new tenants to enjoy at all. The people who will eventually build lives in these new developments will thank you for preserving a community garden, or in fact creating *any* green space at all here.

I have other specific types of concern but I appear to have run out of available time to review ahead of this particular meeting. So I will reiterate my request to schedule additional workshops, at least until the staff memo on required resubmissions is whittled down to changes that can reasonably be reviewed in an evening.

I'd like to acknowledge that this particular developer reached out to direct residential abutters, and previously had voluntarily participated in additional community forums during the approval process for 52 Hanover. I for one am looking forward to a long and fruitful relationship. and I hope they see it the same way even though I'm saying their plan isn't ready and currently contains serious flaws.

Thank you,

Jim Hall
47 Cedar St

PS - I am appending a link to my MaineVoices submission published last week, as it includes additional details about community feedback heard at the neighborhood meeting that did not appear in the minutes the applicant recorded:

https://www.pressherald.com/2023/03/09/maine-voices-speak-up-early-and-often-about-800-unit-bayside-development/

Amy Oberlin <agoberlin@gmail.com> Mar 12, 2023, 11:19:17 PM (10 hours ago)
to planningboard@portlandmaine.gov

I'm writing to voice my full support for the development project in Bayside proposed by Port Property.

I am a resident of Munjoy Hill and a member of Livable Portland, a local group that advocates for housing affordability. I routinely bike to the Bayside neighborhood for groceries, other errands, and recreation. I am thrilled to see a proposal for a walkable and bike-able development on multiple bus routes that will take the place of existing surface parking lots and will allow far more people to live in and enjoy this amenity-rich area of our city.

I am writing in part because I have seen some concerns and opposition to this project in the PPH that I feel are vague and unfounded, and I think it would be a shame if this sorely needed housing project were scaled back when the concerns are so nebulous while housing in Portland is so scarce.

There are concerns that there is too little parking and that the parking provided is too far away. However, the primary benefit of such a dense and amenity-rich neighborhood is that a car is not a necessity. Adding more parking to this project would only increase the cost of this housing unnecessarily and would reduce the number of people that could have walkable access to the surrounding amenities. Port Property's plan documents clearly states a vision for de-emphasizing cars and prioritizing pedestrian access, including converting Lancaster between Preble and Elm into a woonerf as a central community public space. As a cyclist with concerns about both climate change and the myriad heath hazards of car traffic, I am thrilled to see this focus at the forefront. I would like to see concrete measures to exclude cars from this central space and manage traffic on adjacent streets.

There are also concerns about massing and shadows cast from 8-10 story buildings, but a look at the proposed plan shows that these shadows will fall on warehouses, scrap yards, and parking lots. The alternative to density and height is sprawl, and I would prefer to see an extra few floors of dense housing and a few more shadows in my city than see those same people move out to a forest-clearing, car-dependent suburbia.

This part of Bayside is in the heart of Portland; it is as central to transit, groceries, green space, and community services as you can be in this city. This proposed project contains not only desperately needed housing, but creates mixed-use density and de-emphasizes cars in a way that is essential to adapting to and mitigating our warming climate. As planned, it will be an incredible positive transformation for Bayside and for Portland. I believe as many people as possible deserve to be able to live near these valuable amenities. I strongly support the planned development and I encourage the planning board to not scale back the number of housing units nor the height of the buildings in response to nebulous opposition.

My one request would be to be sure to incorporate substantial bike parking. The City's phi-shaped bike racks are excellent but there are simply too few of them on most city blocks. With the reduced emphasis on personal cars and parking, the inclusion of both street bike racks for customers of commercial tenants and secure indoor ground-level bike storage for residents will ensure the long-term success of this planned car-lite neighborhood.

Thank you,
Amy Oberlin

D Leland <lelanddm@gmail.com> Mar 12, 2023, 4:18:21 PM (17 hours ago)

to planningboard@portlandmaine.gov

Yes, do your best to provide housing with amenities like parks and walkways in the Bayside area. Enough pricey condos-- House the people who can't pay ridiculous rents and thus live outside the community where they work.

Thanks for your work!

Dawn

Tom Bander <tom.bander@gmail.com> Mar 12, 2023, 11:24:57 PM (10 hours ago)
to planningboard@portlandmaine.gov

I'm writing in strong support of the Master Development Plan for upcoming development in Bayside at 196 Lancaster (Site Plan PL-002315-2022). I'm beyond excited to see a well-designed, long-term plan to develop these parcels, many of which are currently surface parking lots, to meet our increasingly dire housing needs. These locations are perfect for more dense housing given the close proximity to outdoor spaces (Deering Oaks, Back Cove Park, Portland Trails system), grocery stores and restaurants, medical facilities (urgent care, hospital, outpatient offices, and pharmacies), and public transportation.

Our need for housing is dire. My employer, MaineHealth, currently has 2400 job postings at all levels. Our primary care and specialty offices cannot currently meet the medical needs of our increasingly aging state and region without a larger workforce, and lack of access to convenient and affordable housing is a consistent roadblock as we attempt to hire nurses, medical assistants, and physicians. As a major center of commerce and healthcare in our region, we must meet these challenges with increased density.

I'm in particular support of the reasonable ratio of housing units to parking spaces allotted to the project. When housing is close to public transit and jobs, there is actually a decrease in traffic and parking needs in the area. I'm fortunate to be able to bike to my office on Outer Congress, or take the bus when there is inclement weather. There is clear demand to live and work on this vibrant peninsula, but we lose neighbors to nearby towns, reducing the viability of these alternative and more climate-friendly transit modes. We cannot miss this opportunity for thoughtful and climate-focused development in our community. I'm an advocate for more density all over Portland, and this would be an excellent next step.

Thanks,

Tom Bander
108 Eastern Promenade, Apt 3
Portland, ME 04101

ATAYLOR87371@roadrunner.com <ATAYLOR87371@roadrunner.com> 7:40 AM (2 hours ago)

to planningboard@portlandmaine.gov

To achieve an inclusive neighborhood where many points of view are reflected in the outcome, please consider complementing the Port Property proposal with a multi agency collaborative neighborhood revitalization strategy that includes strong historic preservation and neighborhood revitalization components. Specifically, such efforts should be directed at shoring up historic properties along Cedar Street, to preclude developers combining lots in the neighborhood's last remaining intact block of the pre civil War house and lot p[attern that narrowly escaped the Fire of 1866. Another at risk historic building of prime importance is the 1846 Greek revival Thomas Cummings house, directly across from PHS, beloved by PHS students who patronized Zack's PHS Luncheonette located there in the 60s, 70s and 80s. Its front porch, noted for its rare Tower of the Winds style columns, was lost in an in appropriate remodeling, and would if restored be a powerful statement of the area's rebirth without compromising its architectural history. Keeping the area directly across Cumberland Avenue from PHS in its present humanly scaled architectural character would prevent shadows of tall buildings away from the front steps and yard of one of the nation's most historic downtown high schools and preserve a saving remnant of what was historically the epicenter of Portland's Armenian refugee community.

Respectfully submitted,

Anthony Taylor
Architectural Historian
18 Groveville Road
Buxton, Maine 04093

John Clark <jmclark995@gmail.com> 9:17 AM (14 minutes ago)

to planningboard@portlandmaine.gov

Hello Planning Board Members,

I would like to express my support for the proposed West Bayside Master Plan brought forth. The proposed project will provide desperately needed housing to the region, reclaim surface parking lots and underutilized plots, and revitalize a neighborhood sorely damaged by urban renewal.

Adding density along with ground floor retail will create a more vibrant and human-centered environment, something not currently existing in most of the Bayside neighborhood. This project aims to prioritize people over cars, which is why I believe the traffic and parking concerns addressed in other public comments may prove to not actually be an issue should this project see through to completion.

While as a conservation professional, I do slightly agree with other public commenter's concerns regarding a lack of green space and acknowledge the fact that Bayside has an extreme lack of tree cover, I also acknowledge that there are exceptional green spaces within a short walk or bike ride from this proposed development, and this development would be replacing what is currently wasted surface lots, not existing green space. (Additionally, by creating denser housing closer to where people work, shop, and play, we are reducing the sprawl eating up the forest and farm land of the Greater Portland area, but that's a bit beyond the scope of the Portland Planning Board). I do not feel that the lack of green space should be a reason to derail such a crucial project to the city's growth.

As someone who grew up in the region and hopes to stay here, but is actively being priced out due to rising housing costs and a shortage of places to live, I ask you to approve this project. Not only does this project provide housing, but it makes Portland a more vibrant and enjoyable place to live.

Thank you,

--

John Clark (he | him | his)
225 Valley Street, Portland, ME 04102
(207) 712-0480

Public Comment for 3/14 Planning Board Meeting

0 views

Nathaniel Ferguson <me@nathanielferg.com>
to planningboard@portlandmaine.gov

9:00 AM (1 hour ago)

Dear Portland Planning Board,

I'm writing in support of the Bayside Master Development Plan and urge the Planning Board to swiftly approve the MDP and future site plans for this area. I support the project for a few key reasons: first, the MDP will bring sorely needed housing and pedestrian facilities to an underserved neighborhood; second, the development will generate substantial additional revenue for the City of Portland through increased property values; finally, the status quo for the site is out of alignment with our goals as a city.

These points are all interconnected. At the end of the day, the area under consideration is currently a sea of parking and low density buildings. This does not make sense for an area so close to downtown Portland. To transition to a more sustainable, productive city, we need to identify areas of underutilized urban land and find ways to make the most of it. This project does exactly that. Any delay to this project is a delay to much-needed housing being ready for occupancy, a delay to additional property tax revenue being generated for the city, and a delay in the removal of wasteful surface parking lots. Do not delay this proposal—Portland can't afford to wait.

Thank you for your consideration,

Nathaniel Ferguson
44 Exeter Street, Portland

hjahns@maine.rr.com <hjahns@maine.rr.com> 11:20 AM (1 hour ago)
to planningboard@portlandmaine.gov

Good Morning,

I am writing to express my support for the proposed Port Property development in Bayside.

I read with interest Todd Morse's article on Saturday, March 11. This project will be a positive change to create a walkable neighborhood where people would meet, have a little chat or simply exchange a friendly smile. The walking to and from destinations keeps the body healthy and less stressful than fighting the traffic and searching for parking space. The trees and plants make us appreciate nature. What a healthy living.

I grew up in such an environment in an apartment in Germany. But as an 86 year old grandmother I would like to add another thought. The idea each family should own a house is idealistic but outdated. After World War Two we had plenty of undeveloped spaces and a much smaller population. We need to save the few wild places that are left but still find housing for those who need it. We should build apartments which can be practical, energy efficient and pretty. Keep the greenspaces with dog runs, benches, playgrounds (maybe even with private vegetable and flower gardens) but protect our dwindling nature! We would be healthier, happier and friendlier and part of a wider family. This new development would help us all.

Suse Jahns

17 Chenery

Portland, ME 04103

William Hall <wpeaks@earthlink.net> 11:32 AM (1 hour ago)

to planningboard@portlandmaine.gov

I urge you to support the proposal for a master development plan from West Bayside Partners. This is a very exciting and worthwhile project that meets so many goals for moving Portland forward in all the right directions - in particular toward more housing, one of our city's most urgent needs.
Thank you for your service to the city.
Bill Hall
317 Pleasant Avenue, Peaks Island
Planning board member 2006-2016

Roger Buck <rcbuck9@gmail.com> 11:45 AM (1 hour ago)

to planningboard@portlandmaine.gov

As a long term housing provider in Portland, I am acutely aware of the shortage of housing, especially affordable housing, in Portland. This 800 unit project, including 200 units of affordable housing, is exactly what the city needs. A recent Maine Voices column urged opposition to the project, based on all the usual objections- the buildings are too tall, don't have enough retail space, a bakery and community garden will have to relocate, not enough additional green space, parking is in the wrong place, etc, etc. This sounds so similar to the "midtown" apartment project , which was visionary in its anticipation of the housing shortage we are now experiencing, but was killed by local opposition. That debacle enhanced Portland's reputation as a city which is hostile to residential development.

The only solution to a lack of affordable housing is more housing. Any new housing displaces something, and taller, denser development is exactly what we need. People want to live near downtown, where they are not dependent on cars. This alleviates sprawl, with its ensuing traffic congestion and environmental harm, not to mention the fact that multifamily development "off peninsula" would likely be much smaller and face fierce neighborhood opposition. It is time to stop complaining about the lack of affordable housing and actually do something about it.

Financially, I would be better off if this project is killed or scaled back. It will compete against apartments that I own, and could slow the dramatic rent increases from which I benefit.
Nevertheless, I support it because I see first hand the great hardship faced by the dozens of would be renters I have to turn away whenever an apartment becomes available. We need this housing, all 800 units. I enthusiastically support this proposal as it was submitted.

- Roger Buck, owner
Home State Properties
150 Glenwood Ave.
Portland, Maine

Amelia Labreck <labreckestates@gmail.com> 11:53 AM (27 minutes ago)

to planningboard@portlandmaine.gov

Good morning. My name is Amelia Labreck and I am one of the abutting property owners in Bayside, in the center of the latest Port Porperty proposed master development plan. Let me begin by saying that I applaud all efforts to provide housing and progress within Portland and recognize that taking on such a mass scale project is highly complex with innumerable moving parts. I commend Port Porperty for many of their efforts regarding this challenge and am impressed by many of their renderings with regards to lighting and modern, walkable design elements. I feel that the project as a whole will undoubtedly be a benefit to so many individuals as it helps address Portland's housing shortage. After reviewing all documents provided in great detail it seems clear that there are a number of areas that could be reworked to better meet the needs and desires of the whole neighborhood including current and future residents.

At the public meeting on 2/21 many residents including myself raised concerns with the proposal regarding items including but not limited to:

Scale (specifically height where zones change from B3 to R6)

Parking

Building Design

Location of Affordable Units

Lack of Green Space

Preservation of Authentic Antique Structures and Original Charm

Traffic (including utilizing Cedar St as a driveway to supply a B3 zone)

The current proposal will have many positive effects on quality of life in Bayside as well as property values overall. However, there are some serious issues that would negatively impact the quality of life for everyone currently residing in smaller homes on Cedar St. Property owners there including me are not alright with the way that Cedar St.in particular has been addressed in this process. What is known as the a2 building is utilizing an extra affordable housing height overlay which is overshadowing this neighborhood completely. The current plan turns a quiet residential street into what would essentially become a service ally for businesses at this location. The concentration of all affordable housing in one building is not only a potential for serious management issues, it is a form of redling in a project this size. As we have seen from Franklin Towers and other past attempts at a non incorporated approach to housing, poverty at those numbers in one location is known to cause exponential crime, and a myriad of issues.

We would like to see incorporation of some of the affordable units to other buildings, egresses for this building on Oxford and Lancaster, not Cedar, a reduction in height or a break in the building to allow sunlight, as well as a more green space in the overall design and a dedicated respect for original charm in the area. I have met with outside consultants and have many ideas and possible solutions to these issues. I look forward to a beautiful collaboration between Port Property and Bayside.

Sincerely,

Amelia Labreck
labreckestates@gmail.com
207.807.5764
44 Cedar St.Portland, Maine
Beacon Realty

John Doxsee <johnboy29@gmail.com> 11:56 AM (25 minutes ago)

to planningboard@portlandmaine.gov

I am writing to voice my strong opposition to this project. While I do not consider myself to be any sort of qualified expert on population growth, I do live in the real world. In my 83 years of living I have experienced, often from personal experience, far too many negative results of too much development. Those of you who have seen the movie Field of Dreams (Kevin Costner) will remember the theme of that movie, "Build it and they will come." My point exactly.

The problem here is that the more you build, the more they will come. And keep coming and keep coming. Based on current strong demand, this 800 unit project will sell out very quickly. Indeed, many similar projects are already sold out or nearly so before construction even starts. Once it is sold out, then what? Build another 800 units? And then another? The more you build, the more demand will continue. It is a demand that can never be satisfied.

All of this growth puts more demand on stress on an already stressed infrastructure, recent articles about problems with toxic sludge removal is but one of so, so many other problems
(traffic congestion, parking problems which is already a nightmare for many, more demands on water use, rents go up... the list goes on ad nauseam. As members of the city board,
you certainly are more aware of these problems than most people. The end result is that the cost of living goes up and the quality of life goes down. This is an inescapable truth.

So please, have the courage and inner fortitude to reject this project and others like it
for the good of us all. You have the opportunity to create positive change, please
do not miss the opportunity to do so.

Thank you
John Doxsee
South Portland

Sarah Michniewicz <sarahmichniewicz@mac.com> 12:05 PM (16 minutes ago)
to planningboard@portlandmaine.gov

Chair Stanley, Vice Chair Mazer, and members of the Planning Board,

I'm writing to you with thoughts on the 196 Lancaster Master Site Plan application. As some of you know I'm a longtime resident of Bayside and a direct abutter of this project, and my home is one of a handful of private residences wholly within the boundaries of Port Property's holdings in this area.

Port Property's proposal is a huge opportunity for the neighborhood, the city, and the developer, and there's an enormous responsibility to get it right. Failure to do so will leave use all will leave Bayside changed but maybe not much more hospitable or economically viable.

The question is how to make such a transformative project successful in as many dimensions as possible for as many people as possible – the new residents, particularly those in the affordable units; the businesses who will occupy the retail spaces and their patrons; and my neighbors and me, most of whom have lived or owned our properties in the middle of the project area for over a decade.

Starting with a Master Plan is a good way to frame a cohesive vision, which this application clearly intends to do. I'm not sure when Port Property's planning for the MDP began; presumably well before their purchase of the properties was announced in October 2022. Even so, even with a dedicated team at work, one would anticipate a longer arc to get a fully realized master plan to workshop stage.

After thoroughly examining Port Properties submission, I'm left feeling this application was turned out too quickly, and I'm wondering why we are already here when staff has so many questions. Many of the submitted documents are missing critical information, or continue to contain errors for which corrections have been requested.

Bulleted here are some of the issues I see with the application, some of which planning staff have apparently asked previously to be addressed. I understand that many of these are issues that would be worked out at some point, but it's not entirely clear to me what the MPD locks in, or what might be considered a fait accompli when the MPD is approved. Additional info is further down.

Unfortunately, as hopeful as I am for this project, I have to agree with staff's analysis that this application should be resubmitted, with all the missing information and requested documents; the errors and inconsistencies have been corrected; and parcels and features outside the project area have been redacted from the site plan and architectural renderings order to accurately represent the scope of the project and amount of existing and proposed open that will be locked in by the MDP.

I have additional thoughts on the amount of proposed retail and whether it's adequate for the number of proposed residential units I'll share at another time. Briefly, there need to be enough amenities to support climate goals to keep residents in the neighborhood instead of going elsewhere for daily needs.

Thank you for reading and I look forward to hearing your thoughts at Tuesday's meeting.

Sarah Michniewicz
Cedar Street

Errors and Inconsistencies:

- Original site plan, October 2022: The color legend reverses affordable and market rate housing. This gives the appearance of predominantly or equally distributed affordable housing, which the applicant has clarified is not the case. I wrote to Port Property just after this document was released but the error has not been corrected in subsequent displays of the document (such as before the Portland Development Corporation and the Neighborhood Meeting).

- Original site plan and subsequent renderings contain multiple green-colored spaces that are either outside the project area; unrelated to the site plan; not public; not actually green; or don't exist. This creates the false impression that there is an abundant amount of green space in the neighborhood without adding more within the project area. See annotated green space inventory below.

- Phasing confusion: Original site plan and Staff's notes refer to196 Lancaster as building phase 1a; the developer said at a public meeting in February that 89 Elm, the affordable housing building, would be built first. Staff's memo continues to reference the original phasing.

- Inconsistent messaging on heights: During the neighborhood meeting the applicant's team stated the building shown in the renderings could be lower. It's unclear what would happen to the total housing unit count if building heights change.

- Zoning Assessment: These charts all contain the same data for each parcel despite a request from the planning department in February to correct them

- Parking Analysis: The developer purports to add new parking on Cedar Street - this parking already exists. The map also eliminates existing parking on Oxford Street, which is outside the project area.

- Existing Conditions: The survey of the project area contains an error involving my property, confirmed as such by the surveyor. I was told a corrected survey had been shared with the applicant but don't see it in the materials.

- Consistency with Master Plan: This document contains inconsistent descriptions:

  "Most new buildings will be sited on surface parking lots..." (p.5)

  "All new buildings will be located on what are currently surface parking lots..." (p.8)

  P. 5 is correct, according to the Utilities section, which describes plans for demolishing several buildings to make way for new construction.

Green Space

Green space is one of the most important opportunities this MDP could support. Open space requirements may not stipulate "green" spaces, but this is such a huge and systemic equity problem for this neighborhood, and the developer has so much land to play with, it seems only right for them to participate sincerely in helping turning the tide in favor of green infrastructure.

Open Space Typologies section

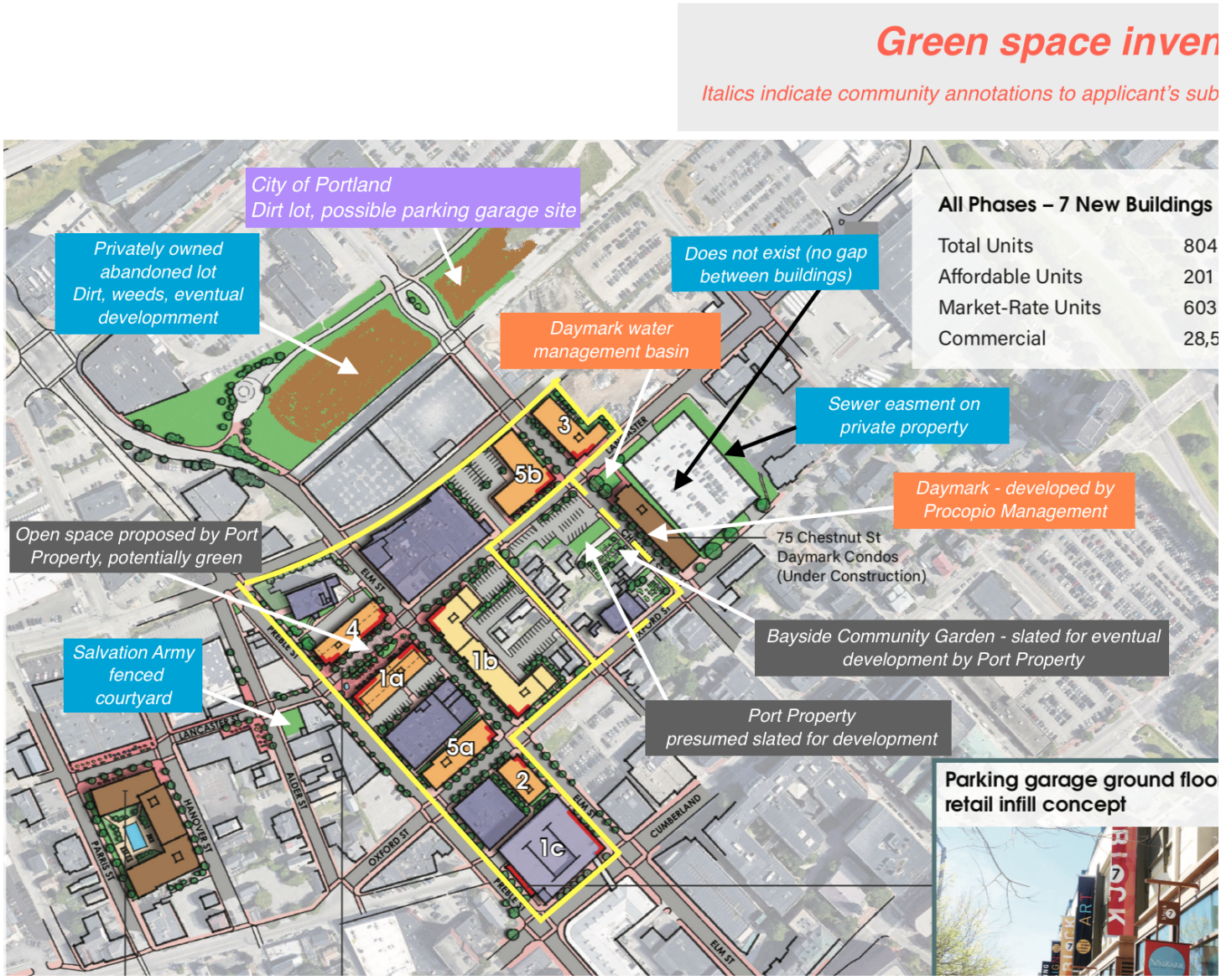
The only truly green space in this graphic its the light green area of the community garden, which is outside the project area and which the developer has indicated will be developed in the future.

The darker green area, elsewhere labeled "pop up park," is an asphalt surface parking lot and in other parts of the plan is described as remaining one for the foreseeable future. Unless the applicant is planning otherwise, this area should not be colored green.

The "linear park," elsewhere colored green, is now aqua. What this indicates is unclear. The mossy green paths are called "pocket parks" but their actual amount of greenery is unknown.

Staff has created an updated graphic which includes additional mossy green mid-block pocket parks. It's unclear whether the one between Elm and Cedar would bisect the building or create a passage underneath.


Kennebec Street
Chestnut Street
Elm Street
Lancaster Street
Cedar Street
Oxford Street
Elm Street
Preble Street



West Bayside Zoning Assessment section

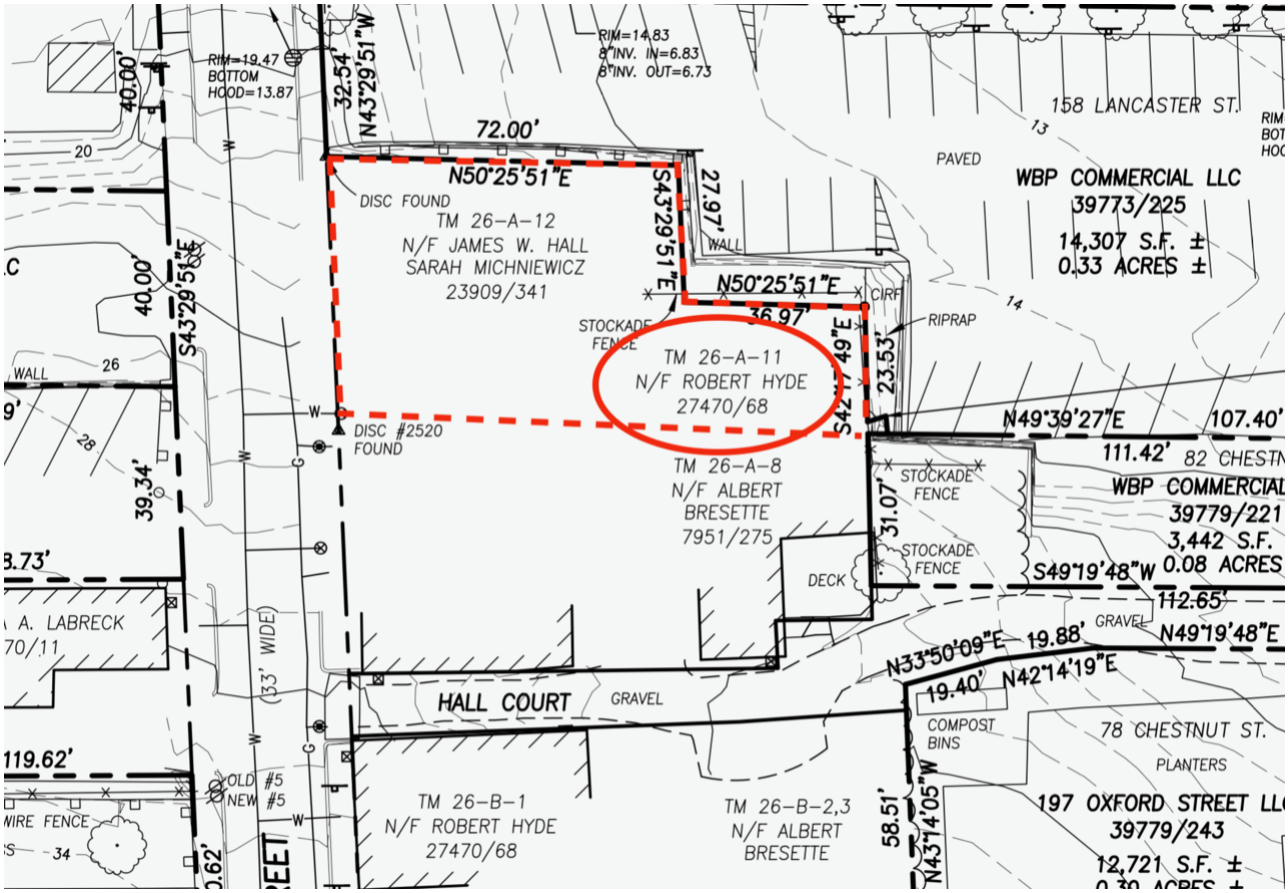
These charts are populated with identical numbers for each parcel, which don't necessarily align with the legally allowed heights in current zoning ordinance (for example, a 105' height proposed in the 85' B3 zone).

Existing Conditions section

The survey of the MDP area shows the owner of 39 Cedar's name within the boundaries of my back yard at 47 Cedar, see below.

In January 2019 I had the same surveyor, Owen Haskell, conduct a survey of my property. Randy Loubier from Owen Haskell has confirmed the extra name on my property is an error.

I suggest the planning department ask the applicant to have Owen Haskell give the full survey a once-over to determine whether this is an isolated error and avoid compounding any inaccuracies as the project progresses.



Traffic Analysis section

The intersection at Lancaster and Elm is an example of poor street design that the Master Plan should address. It's very difficult to see oncoming downhill traffic when looking up Elm when vehicles are parked on its east side without nosing out across the crosswalk and bike lane. At least two major collisions have occurred at this intersection in the years since the ADA bump-outs were added (surveillance footage available).

The interplay of this existing deficiency, the proposed parking additions along Elm, and the Lancaster woonerf with its presumed increase in foot traffic should be more closely examined for safety ramifications.

The crash data also shows a high number of crashes at the intersection of Kennebec and Elm. As a pedestrian I've experienced two close calls and witnessed multiple incidents of cars running through the stop sign on Kennebec. Again, any alterations to parking or the addition of a second woonerf and impact on safety needs to be explored.

Consistency with City Master Development Plan Standards section

This section is inconsistent:

*"**Most** new buildings will be sited on surface parking lots, adding infill development to the neighborhood with reduced displacement of existing structures."* – Consistency with City Master Development Plan Standards, p. 5

*"**All** new buildings will be located on what are currently surface parking lots, transferring parking capacity to on-street and garage locations."* – Consistency with City Master Development Plan Standards, p. 8

The text on page 5 is correct, as indicated by the Utilities document which describes the intent to demolish the Two Fat Cats building and the buildings on Oxford between Preble and Elm.

One Way and Two Way Streets section

"The plan anticipates Oxford Street's conversion to two-way operation as identified in the Transportation Master Plan

The assumption of Oxford being converted to two ways, and basing Master Plan elements on this assumption, is premature in the absence of an actionable plan, coordination with the City, and a broader analysis of traffic circulation and specifically the effect of the one-way street system.

This section also states *"This shared street configuration is also referenced as a planned future condition of the segment in the Bayside Master Transportation Plan."*

I can find no such reference in the Bayside Transportation Master Plan The only discussion of a similar idea is exploring the closing of Kennebec from Chestnut to Pearl (p.41), a suggestion I made to the council during the BTMP adoption phase. Planning staff has made a similar suggestion for Kennebec, but between Preble and Chestnut. This would truly require deep reassessment of traffic flow patterns due to the accident history of the intersection with Elm and the need for large trucks to access and maneuver around Noyes Storage.

Parking section

"Consistent with established patterns across the neighborhood, retail uses will utilize on-street parking which will be provided along all blocks."

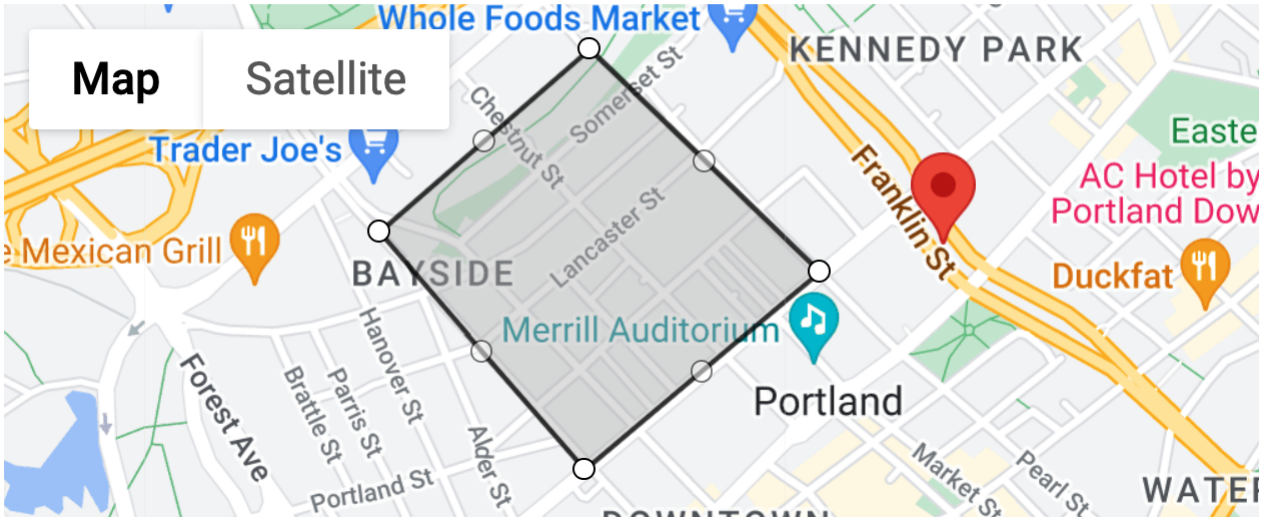
There are no existing retail uses within the project area, except for Two Fat Cats Bakery. Fom the Bayside Trail to Cumberland Ave and Preble Street to Pearl Street, a land area of almost 44 acres, there are only two other retail buildings, each with ample on-site parking, so there isn't much agains which to compare the potential on-street parking impacts.

It does seem safe to assume, however, that the addition of 28,500 square feet of retail space with planned uses such as restaurants, coffee shops, and breweries designed to attract visitors by car will add an unprecedented amount of traffic and parking demand on the streets within and near the project area.

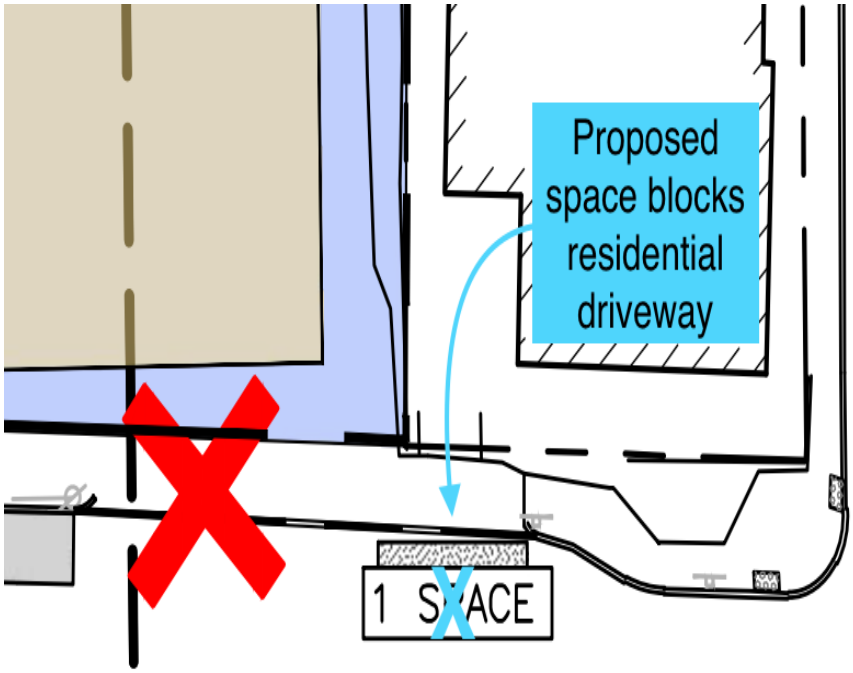
New retail uses at the applicant's other Lancaster Street development and a 55 unit apartment building with just 11 parking spaces arrived in the past few years and the street parking in that area has become harder to find during evening hours.

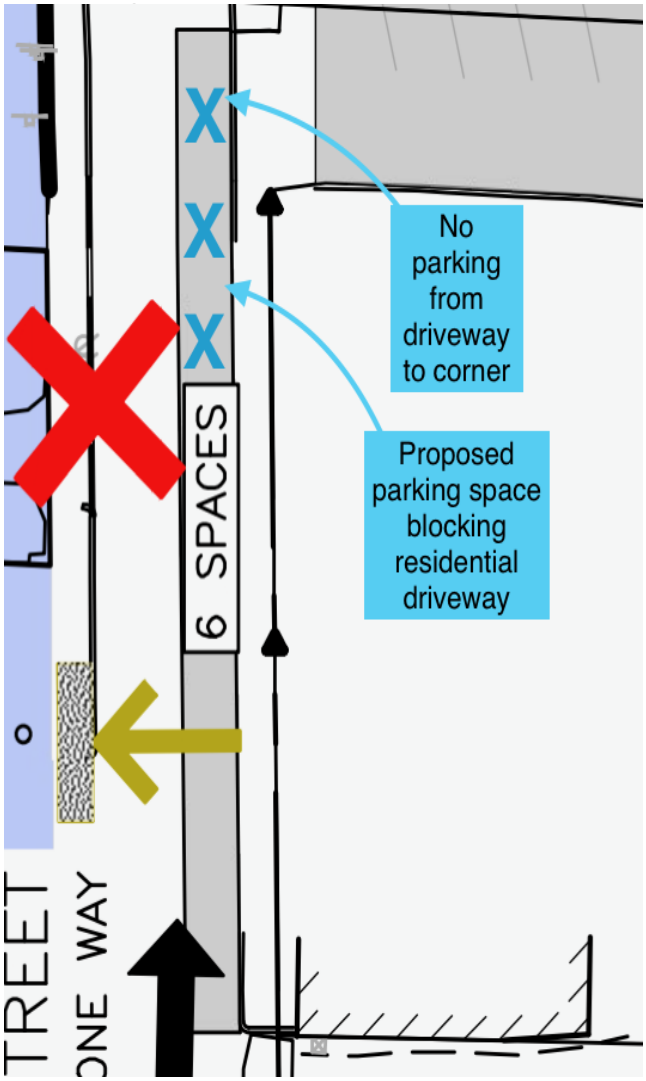
Area 176780 meters^2, 1902842 feet^2 43.68 acres 0.068 miles^2 0.177 km^2

Perimeter 1251 meters , 4106 feet 0.778 miles 1.251 km



Additionally, schematics showing proposed on-street parking contain multiple errors. The applicant purports to add parking that already exists on Cedar and Oxford. Some of the ostensibly additive parking is pictured blocking residential driveways. The actual number of available on-street spaces cannot be determined.





The proposed parking on both sides of Elm reduces the amount of space available for the existing bike lane and the visibility at cross streets. The Lancaster/Elm intersection has been the site of multiple major collisions in recent years (documentation available) as has Kennebec and Elm.

Sophie Hamblett <sophie.c.hamblett@gmail.com> 12:14 PM (9 minutes ago)

to planningboard@portlandmaine.gov

To whom it may concern,

As Bayside residents, we support and are excited about this project. The city needs more housing and we know that any additional housing added to the inventory is a good thing. That being said, there are a few points we'd like to bring up:

1. Affordable housing. We applaud the developer's efforts to bring much-needed affordable housing to the peninsula. We are, however, deeply concerned that all of the affordable housing will be concentrated into a single building rather than distributed throughout all phases of the project. We would like to see this examined further by the planning board. Although we would rather have all 200 affordable units in one building than have no affordable units at all, this just doesn't seem equitable and there must be a better way. We don't feel that it is in the spirit of revitalizing the neighborhood—segregating affordable housing like this will do a disservice to all residents and the neighborhood overall.
2. Green space. We like the idea of the creation of a shared street and a core area that will activate the neighborhood. We are also conscious of the fact that this isn't the same as green space. We feel that the plans provided by the developer were misleading in that they present certain areas of green space that are either (a.) not green, or (b.) not actually part of their project (this is along with other misrepresentations in the plan, such as swapping of colors for affordable and market-rate housing in the key).
3. The community garden. This neighborhood needs a community garden, and we feel that the existing one (the only community garden in Portland not supported by the city) is in danger after being purchased by PPM. It would go a long way with residents if they made a pledge to maintain a community garden in the neighborhood, as it's an important aspect of community.
4. We are also concerned about a parking shortage. We support the move to a society that is less dependent on cars, but acknowledge that Portland is not yet at that point. We are a little concerned about parking congestion in the neighborhood, which will affect residents and possibly the success of new retail in the neighborhood.

We appreciate your consideration of our comments and look forward to the Planning Board Meeting on Tuesday, March 14.

Best,
Sophie and Peter Markoe
47 Hanover St.

Sarah Michniewicz <sarahmichniewicz@mac.com> 12:16 PM (8 minutes ago)
to planningboard@portlandmaine.gov

Chair Stanley, Vice Chair Mazer, and Members of the Planning Board,

Here are some thoughts on issues related to Cedar Street in regards to the 196 Lancaster Master Development Plan.

Thank you for reading.

Sarah Michniewicz
Cedar Street

Cedar Street

Cedar has not formerly been used for the proposed purpose of being a 24/7 vehicular entrance and egress for parking spaces and service vehicle access at 89 Elm. Its limited capacity and immutable characteristics (size, orientation, and presence of existing homes) make it insufficient to serve the intended residential and service traffic.

Vehicular access and circulation section

"The plan does not envision significant changes to local vehicular access or circulation patterns"

This is a worrying assumption generally, and particularly in regards to Cedar Street. The current poor configuration in the MDP area drives many vehicles the wrong way up Cedar daily (documentation available) and the area is generally known to be difficult to navigate. Hall Court, an unaccepted and unmaintained narrow dirt right of way about 10' wide running between Chestnut and Cedar, enters blindly onto Cedar between parking spaces and adds to the unsafe conditions.

This MDP is an opportunity to reevaluate these patterns, and take steps to ameliorate ongoing safety issues which will likely be exacerbated by the addition of 800+ new residents.

A more detailed analysis of the traffic flow and correction of existing deficiencies should be conducted to benefit the proposal and support bicycle infrastructure and walkability.

Street Typologies: This graphic clearly indicates Cedar is the smallest street within the project area and the only "Neighborhood" street. The paved surface curb to curb is 20'.

However, both drive aisles for the largest building (201 units and 40 parking spaces) is proposed to utilize this street for entrance, egress, and service deliveries despite the availability of more appropriate "Neighborhood Connectors" (Oxford Street and Elm Street) and a "Neighborhood Main" (Lancaster Street), all of which are 50% larger than Cedar Street. Cedar Street is particularly difficult to turn onto when snowbanks are present.

Suggested change to relocate drive aisles and maintain housing: Whereas Elm is intended to be housing frontage, Oxford and Lancaster remain the most appropriate location for drive aisles, realized by cutting back the south and north ells that project into the R6 zone.

Some of the housing units that would be eliminated by this change could be potentially be regained in the upper floors of the ells, which now would be set back enough from the R6 zone that the area above 35' would not need to be stepped back an additional 5' as indicated per. T 7-A (CONT.): Residential Zone Dimensional Standards of the current Land Use Code (p.110).

This would also create a more appropriate transition to the lower R6 zone, uniquely starting at the midpoint of the block between Elm and Cedar. The Land Use Code specifies that existing surrounding neighborhood characteristics be taken into account when adding new buildings; there can be no question that the existing character of this R6 zone is and always has been of small residential single-family and multi-unit properties. While that may change in the future, the existing character is what this application must respond to.

Housing space can additionally be retained by increasing the height of the corner of the 89 Elm building, as recommended in planning staff's memo.

Note: Although the north-most proposed drive aisle on Cedar is currently used as such for the existing parking lot, the traffic volume is very low. The vast majority of parkers utilize the drive aisle on Lancaster (documentation available). Further, this traffic has for over two decades been constrained to 9-5 weekday use. The proposed use would see 24/7 traffic, and add service traffic such as large trash and maintenance trucks, which pose much greater impact on abutting homes by way of noise and light.

Note: Since taking possession of the property the applicant has removed a guard rail in the vicinity of the curb cut to the south. This new access point doesn't reflect the historic flow of traffic through these lots.

Note: Cedar Street is in absolutely terrible repair. No paving or sidewalk maintenance of any kind has occurred in at least the past 25 years despite many openings for gas, water, sewer, etc. The parts that aren't held together with rough, ungraded asphalt and cold patch are irreparably degraded. Whatever happens with this project, Cedar Street needs a wholesale upgrade .
The staff memo rightly recommends: Neighborhood Street (Cedar Street) – Establish sidewalks that allow for street trees and street lighting and facilitate on-street parking

However, should the sidewalks be modified to achieve this, Cedar may become narrower & even less suitable to accommodate the traffic from 89 Elm.

Greater Portland Landmarks

Historic character enriches our lives

March 13, 2023

Chair Stanley and members of the Planning Board:

Founded in 1964, Greater Portland Landmarks is a non-profit advocacy organization that works toward the preservation and revitalization of greater Portland's built environment. Our goal is to save greater Portland's historic places through preservation and adaptive use while promoting creative new architecture that enhances historic neighborhoods. We appreciate the opportunity to comment on projects that impact the historic character of the city.

We are writing to express our thoughts about the Master Development Plan for 196 Lancaster Street. Although we understand that this project is at an early workshop stage and plans are still conceptual, it is one of the largest major development initiatives the city has seen in a long time. The development has the potential for improving the city but also must be considered thoughtfully and within the context of the city's built environment generally. We are pleased that it proposes to turn vacant surface lots into development that will provide housing, including a substantial number of units of affordable housing.

The applicant has conducted a preliminary study of the overall project's impact on only a few surrounding historic (and archaeological) features, as this was limited to the nearby Congress Street Historic District and the Schlotterbeck & Foss Building at 117 Preble Street. It did not consider, for example, the two historic brick houses on Cedar Street between Oxford and Lancaster Streets immediately adjacent to the proposed 8-story building at 89 Elm Street. Nor did it consider the smaller wood frame one- and two-family dwellings on neighboring streets, which as a cluster are significant for representing the history of Portland's Armenian immigrant community of the late nineteenth and early twentieth centuries who called this neighborhood home for decades. Additionally, the proposal itself incorporates demolition of several historic commercial and warehouse buildings to accommodate market-rate housing and retail spaces without suggesting ways of incorporating that historic fabric into the designs.

The master development plan obviously contains merits such as reinvigorating an area of the city that has historically been undervalued. Prioritizing green space and a pedestrian-friendly environment are also admirable goals. But it has insufficiently considered its impact on the neighborhood's historic character and community, and so we encourage the board to recommend the applicant do so as its plans evolve based on feedback.

Thank you,

C. Ian Stevenson, PhD
Director of Advocacy

511 Congress Street, Ste. 502, Portland ME 04101 | 207.774.5561 | info@portlandlandmarks.org | portlandlandmarks.org

curtis@gnew.me 11:45 AM (44 minutes ago)

to planningboard@portlandmaine.gov, azarro@portlandmaine.gov

I'm writing a comment in support of the proposed development at Lancaster St. - 196 (Mixed Use). No longer a local resident of that district, I believe it is critical to continue the process of infilling & increasing housing stock in the area to allow the city to continue developing, and the addition of large scale buildings to replace car-focused lots is an obvious choice. Off-peninsula transit into town is sufficient that parking is not a significant hindrance in our experience.

I agree with several previous commenters regarding the desirability for more green space, a greater spread of the affordable units between the buildings, but this is a net-positive in my views.

Curtis Agnew
22 Nevada Ave
Portland, ME 04103

Members of the Planning Board,

Thank you, again, for your time and attention.

Bayside is in the midst of its most significant changes in the last 100 years. Inevitable, progressive development is upon us and Portland will soon feel the relief of some badly needed housing. The opportunity to create an amazing, inclusive community environment while still preserving the sliver of authentic historic character that is in Bayside is not only entirely possible, but necessary. As you may know, this neighborhood has truly seen it all.

One thing has held true throughout Portland's history...Bayside has always been home to immigrant families.The first to come were predominantly Europeans who brought with them their style of housing and knowledge of fine homebuilding craftsmanship. Here they lived in what they built and happily maintained these one of a kind homes for the next hundred years. In the 30's, after The Depression, nearly everyone fell on hard times, and, though already examples of charming antique architecture, a lot of the homes fell into disrepair and were sold inexpensively. New immigrants moved into the area and began to revive things. For a time the primarily Armenian, Jewish, Italian, and Irish newcomers thrived in Bayside until targeted slum clearing sighted the majority of these communities for demolition and forced the relocation of hundreds of families. Thankfully, one portion of Cedar St. is still intact and has been in the renaissance process for a number of years. That portion happens to be in the dead center of the massive new development project proposed to you now.

When I first saw our home, my heart skipped a beat and my head yelled, "run!". Developers had plans to tear it down, but our tiny family agreed to take on the responsibility of restoring this bespoke, Greek Revival piece of history to its intended glory. My children and I have been painstakingly restoring the interior ever since (though the now nine year old hasn't shown much promise as a professional painter). A few examples of the interior rehab are attached.

Edward Thompson built our home in 1845 for his son (of same name) and his new bride. A mason by trade, what he built was a brick gem, full of strength, grandeur, quirky charm, and beauty. Like a gem, its very nature commands the ability to withstand the test of time, and that it has. It is, in fact, one of two antique homes on the block that were selected as potential national and local landmarks and are in the lengthy review process. Every single one of the homes on this stretch of Cedar St. (all in the center of the proposed master plan) are antique, survived Portland's fires, are authentic to the history of Portland's Bayside, and have been in the process of being lovingly restored for a number of years.

Repairing the exterior has proven to be an exhaustive and exceptionally costly challenge for many of us due to the consistent vandalism, theft, and break-ins our neighborhood has experienced. It made much more sense for some time to focus, instead, on the interiors. I know when the visible repair process is complete Portland will no doubt be beyond proud of the care taken and choices made here on Cedar St. Attached are some photos from 1924 showing examples of the homes here and what their potential is working toward being restored to.

After purchasing the home, we were warmly welcomed by neighbors and excited to learn just how willing they also were to struggle to preserve these structures and pour the love, time, and attention needed into saving them. To come to know the compassionate nature of these people...most of whom have lived here for quite some time, was an unexpected gift. Collectively, these people educate, volunteer, and give back to the community in a multitude of ways through many local non profit organizations. I myself have been an active volunteer at Preble St. and Maine Needs for some years as well as donate to several local non-profits each annually. Our interest is unified in our love of Portland and desire to heal this community. These neighbors have an amazing track record of kindness, acceptance, and understanding and have touched my heart with their efforts and ability to flex with the current conditions. However, expecting them to be completely overshadowed by a 6 to 8 story monolithic structure is not something these good people and these special homes are able to tolerate.

The developers in this instance, Port Property and Tom Watson Co, are currently developing in multiple municipalities in multiple states.They own several other parcels of yet to be developed land in the immediate vicinity in Bayside, not part of this master plan, and are currently inquiring about purchasing more of Bayside. With so many parcels to work with in just this pending development, it's curious why they are hoping to utilize the added affordable housing height overlay here and build an enormous building at the one location where it completely diminishes residents' quality of life, casting an entire small residential neighborhood in darkness. One can only hope this was not an intentional, strategic move to drive residents out and these property values down in order to purchase at lower prices and finish erasing historic Bayside. If the height considered at the (1b) location is not lowered in order to allow light to continue to shine here, the eventual demolition of all of this community is inevitable.

One of the things that makes Portland so great and attracts so many people is its focus on preserving and cherishing its history. In all of Portland's mission, vision, and purpose statements, conforming to existing fabric, character, context, and scale are referenced regarding new development especially where it abuts existing housing stock. In the current proposal, this building is non-conforming. Its heights are not adequately staggered with respect to the single family neighborhood context it surrounds.This would never be allowed in any other neighborhood on the peninsula and it should not be allowed here in Bayside.

Understandably, this master plan is situated and set up to support and maximize the long term profitability of all of Port Property's nearest holdings.That's their business and they are very good at what they do. Portland's job is to make sure it's done responsibly and to look after all of its citizens in this process. Residents most negatively affected by this proposal's design implore you to urge the developers to alter this plan to break up this building, allowing light to pass through and for them to utilize any added height allowances at another location where it will not devastate a small community. Clean air, safety, and light are vital to all lives in Portland. While we here on Cedar St. are as eager as everyone to see needed development and progress, we know diminishing people's quality of life is not vital to that. We ask to be part of their vision of the future. With this and developments to come, let's create an amazing inclusionary legacy in Bayside that does not include regrets.

Most Sincerely,

Amelia Labreck












adidas

www.mainememory.net/item/68259
Collections of City of Portland - Planning & Development



www.mainememory.net/item/44200
Collections of City of Portland - Planning & Development



www.mainememory.net/item/44152
Collections of City of Portland - Planning & Development

V - 3700



26-B-1

www.mainememory.net/item/44379
Collections of City of Portland - Planning & Development



Y-2000
26-A-9

www.mainememory.net/item/44239
Collections of City of Portland - Planning & Development



33-11-16

www.mainememory.net/item/44261
Collections of City of Portland - Planning & Development



V - 3800

www.mainememory.net/item/44368
Collections of City of Portland - Planning & Development



26-A-11

ayiasophia@aol.com <ayiasophia@aol.com> Apr 3, 2023, 10:19:54 PM (15 hours ago)
to atrevorrow@portlandmaine.gov, planningboard@portlandmaine.gov

i just read this evening how back in 1946 - 1946 - the federal government had to step in to ensure the city of Portland was developing - ready - affordable housing because the city government was - dragging its feet.. The complex is now known as Sagamore Village.

and here we are...decades later...and Portland STILL does not have the vision or drive to housing, and especially housing density, to the city.

So...what will be the excuse this time:
too tall?
too "breezy"
block the sun
possible "historical" value?
too big?

but, yes, do make sure yet another parking garage (but make it so far away that SHUTTLE BUSSES are needed...like the MMC fiasco when the neighborhood "complained" (they now have lost street parking and have shuttle traffic - brilliant)..or allow another brewery to cater to the Portland elite.

no doubt it makes a few people squirm to read that, oh yes, Portland did no get another "award" for a restaurant or was voted as "best" in the nation (if you were wealthy)...nope, the city is rated as one of the WORSE for people making under $100,000...you know, like the majority of people living here...

Plan on folks...or pretend to do so...i have seen the outcome now for decades.

April 4, 2023

33 Cedar Street
Portland, ME 04101

Zachery Powell
City of Portland
389 Congress Street
Portland, ME 04101

RE: Traffic Movement Permit for West Bayside Partners, LLC 82 Hanover Street, Suite 5, Portland, ME 04101

Dear Mr. Powell:

Thank you for meeting with me last week.

My wife and I live in a house on Cedar Street across from the first property under development (building 1B) and we have serious concerns about the large increase in traffic planned that will be accessing a parking lot 24 hours a day. Currently, this lot, bounded by Elm Street, Cedar Street, and Lancaster Street has access only from Lancaster Street, which is a two-way street designed for this volume of traffic flow. Plans call for the Lancaster entrance/exit to be closed and all traffic to enter and exit on Cedar Street, which is a narrow, single-lane, one-way street.

The proposed plan would be a hardship to residents and impose a 10 times increase in traffic (according to West Bayside Partner's own traffic study estimate). This increase will occur on a narrow, one-way street. There are multiple traffic choke points at Oxford Street and Lancaster Street that will cause delays. This may cause drivers to bypass congested intersections and detour onto Hall Court, which is a narrow, unpaved alley, not suited for through traffic. And there already is difficulty in keeping the street plowed in the winter because of it's narrowness. In addition, delivery trucks or utility trucks would be required to negotiate a narrow road and make a tight turn into the proposed parking lot. There simply isn't enough room for trucks to enter and exit this lot from Cedar Street.

An entry and exit to the parking lot should remain on Lancaster Street, which is appropriate for the traffic volume expected. Thank you for accepting my comments.

Sincerely yours,
Andrew Rosenstein

George Rheault <george.rheault@gmail.com> 11:31 AM (3 hours ago)

to Planning Board, Zachary Powell

Has the Planning Department lifted a single finger in the last decade or so to identify significant structures worth preserving in the so-called "Bayside neighborhood" area?

Some aspect of facade preservation would at least preserve some memory of the area's evolution, but I have seen zero effort and engagement on even that front.

---------- Forwarded message ---------
From: **George Rheault** <george.rheault@gmail.com>
Date: Wed, Feb 15, 2023 at 2:26 PM
Subject: Re: PDC Public Comment - Brownfields Assessment Grant & Oxford Street Shelter
To: Mary Davis <mpd@portlandmaine.gov>
Cc: Lori Paulette <ljn@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>, <istevenson@portlandlandmarks.org>, <shansen@portlandlandmarks.org>, Evan Schueckler <evans@portlandmaine.gov>, Christine Grimando <cdg@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Bayside Neighborhood <bnaportland@gmail.com>

Mary,

The City of Portland should use ALL of its leverage points to encourage the private owner of the property to seriously consider a preservation path even if that means mothballing the structures for some time (lots of properties in Portland sit vacant for years before something is done with them). In this case, the PDC could condition an overall award of assessment funding on Port Properties not demolishing the 197-203 Oxford Street buildings for a defined time frame (18 months is probably fair to all sides) to allow room for ideas to bubble up that might enable Tom Watson and his partners to see the value of preservation here as part of their overall redevelopment plan for Bayside.

Dilapidated structures in far worse condition have been targeted for preservation and rehabilitation even if that meant taking years to achieve it (most recent examples include the house at 99 Capisic Street and the carriage house behind the former mansion house at 79 High Street). In both those cases, the City of Portland played a key role in ensuring preservation was centered in the re-use conversations.

Where there is a will, there is a way. There is evidence, via the 1882 Goodwin Tax Atlas and the Portland edition of the1886 Sanborn Fire Insurance Map that date the townhouses (which were ultimately combined into the Oxford Street Shelter in 1989/1990) to being older than 1890 which is the date I gave in my initial email. Assuming they were there circa 1880 makes them older than all but a handful of buildings currently given historic protection status within the Munjoy Hill and Western Promenade historic district areas.

On Wed, Feb 15, 2023 at 1:55 PM Mary Davis <mpd@portlandmaine.gov> wrote:

> Hi George,
>
> Thank you for your comments. Your comments will be shared with the members of the PDC board. I want to clarify that the request being considered by the PDC Board tomorrow night is specifically related to financial assistance to complete an assessment of potential hazardous substances, pollutants or contaminants on various sites identified in the developers proposed master development plan.
>
> Approval of any future development would be done through the City's usual regulatory processes.
>
> Mary P. Davis
> Interim Director, Housing and Economic Development Dept.
> 207-874-8711

housing & economic development

On Wed, Feb 15, 2023 at 11:58 AM George Rheault <george.rheault@gmail.com> wrote:

> Please postpone action on the piece of the assessment grant pertaining to the Oxford Street Shelter property (197-203 Oxford Street).
>
> I am appalled that the City of Portland would be actively facilitating the demolition of this apartment house, both because it can be used in the short term to alleviate housing needs even after the Riverside Homeless Services Center is opened, as well as the fact it is a historic resource that should have been formally designated as such a long time ago if historic preservation in our community was directed towards preservation of our physical history rather than merely window dressing for real estate gentrification.
>
> The PDC should request that a complete history of the structure be brought before it by city officials and/or interested members of the community including Greater Portland Landmarks utilizing sources such as those listed at the links below.
>
> 203 Oxford Street, Portland, 1924 - Maine Memory Network
> Assessor's Record, 197-201 Oxford Street, Portland, 1924 - Maine Memory Network
> 197 Oxford Street, Portland, 1924 - Maine Memory Network
> Maine Methodist Conference Deaconess Home at 201 Oxford Street, opened in 1903
> Paul Potenzo, taken from 200 Oxford Street in the 40's. The house across the street was 201 Oxford St and was owned by the Meezoian Family
>
> This building, built circa 1890, spans many periods of Portland and Bayside history, helping to tell the story of immigration, urban renewal as well as more recent contemporary stories like the Cardente real estate empire, the Libra Foundation's work (private urban renewal) and of course the infamous politics of homelessness since the 1980s.
>
> Wiping out that history would be bad for a private owner, but for the City of Portland to grease the wheels for that erasure of history, especially in light of how much of "Bayside" has already been wiped off the map, is unforgivable.

George Rheault <george.rheault@gmail.com> 9:48 AM (2 minutes ago)

to Planning Board, Zachary Powell

A planning board and planning staff that spent huge amounts of time, money and political focus between 2017 and 2021 "saving" Munjoy Hill from having its "historic resources" from being demolished, has somehow never found an ounce of time for doing anything similar for the Bayside neighborhood.

Furthermore, sections of Stevens and Forest Avenue were exhaustively examined for historic preservation purposes in the very recent past, but yet Bayside conveniently escaped any kind of similar attention.

Apparently the 2017 Comp Plan's section on "Historic Resources" (see attached) should have each of its pages stamped at the top with a "DOES NOT APPLY TO BAYSIDE NEIGHBORHOOD" notice.

Please square this exclusionary treatment and intentional omission with the following Comp Plan "Vision Statement" bullet points:

EQUITABLE

• The benefits and costs of our city will be born ***fairly*** across ***the entire city***.
• Our government will continue to be ***transparent*** and its policies ***fair and uniformly enforced***.
• We will incorporate the needs of ***all our residents*** in planning for our future.

SUSTAINABLE

• Portland has been built and rebuilt to endure; we will ***balance*** our ***historic fabric***, sound infrastructure, and the best of new technology and design ***for the future***.

AUTHENTIC

• We will celebrate our ***city's*** incredible history. [not just the West End, etc.]
• The ***uniqueness*** and ***integrity*** of our neighborhoods will be ***maintained*** and ***enhanced***.
• We will maintain our character through ***preservation***, innovation, and excellence in design for the built environment

An Enduring City



PORTLAND HAS AN EXTRAORDINARILY RICH HISTORY. The historic buildings, streetscapes, neighborhoods, and parks we experience today are the most tangible links to that history and are valuable because they tell Portland's unique story. Thanks to a combination of luck, vocal advocacy, and adopted public policy, many of Portland's historic assets have remained vital parts of the urban fabric as the city has continued to grow and evolve.

In 1990, the Portland City Council established a preservation program within the Department of Planning & Urban Development to ensure that stewardship of Portland's historic, cultural, and architectural assets is an integral part of the City's urban planning strategy. Portland's preservation program seeks to identify and document historic resources throughout the city and educate the public about their significance and ongoing contribution to present-day Portland. The program also includes a regulatory tool to effectively preserve and enhance these historic resources over time. Today, Portland's Historic Preservation Ordinance protects more than 2,000 properties, in areas as diverse as the Old Port, Stroudwater, Congress Street, the West End, India Street, and Fort McKinley on Great Diamond Island. The intent of the ordinance is not to prevent change, but to thoughtfully manage it so that the unique character of historic buildings, parks, commercial districts, and neighborhoods is retained. Designated properties are protected from demolition and proposed alterations or additions are reviewed to ensure compatibility with a property's original design. New construction within designated historic districts is also reviewed to ensure a respectful relationship between new and old.

Although many of Portland's historic structures and neighborhoods have been documented and afforded protection, particularly on the peninsula, other lesser-known areas and structures remain to be studied and considered for preservation. Survey, documentation, and, where appropriate, designation will be ongoing priorities of Portland's preservation program. Only with a fuller understanding of Portland's existing building fabric will the potential impacts and consequences of proposed development be appropriately evaluated. Ongoing education will also be key to the success of Portland's preservation efforts. If current and future residents appreciate why these places matter, Portland will be able to retain its historic assets over time. Under the regulatory arm of the program, the City must



continue to seek a balance between preservation of its historic fabric and meeting new or changing demands, such as building code and accessibility requirements and evolving building technologies. Embracing and encouraging quality contemporary architecture will be important as well if we are to contribute elements of our own time to Portland's continuing story.

Today, the impact of the Historic Preservation program in Portland is clear: Identifying and preserving historic resources stabilizes neighborhoods, makes economic sense, and contributes to a distinct sense of place that helps make Portland such a desirable place in which to live, to visit, and to invest. A walk or drive through any of Portland's historic districts reveals exciting changes, as more and more old buildings are carefully rehabilitated according to historic preservation standards while compatible new buildings are absorbed into the mix. In addition to the economic benefits of preservation, the sustainability implications of our historic legacy are increasingly recognized. As the city grows, preservation of its historic resources remains an integral part of Portland's future.



INDIA STREET HISTORIC DISTRICT

The designation of the India Street Historic District in 2015 was one of the major outcomes of a 2 ½-year neighborhood planning effort aimed at identifying the area's assets, needs, and aspirations. Historical research and a detailed architectural survey revealed that not only was India Street the site of the first European settlement on Portland's peninsula, the neighborhood also served as home to a long succession of immigrant groups arriving in Portland throughout the 19th and early 20th centuries. The cultural and economic impact of each of these immigrant communities on the India Street neighborhood can be found today in the variety of religious buildings that are the area's key landmarks and in the many family businesses established in the neighborhood, some that continue to the present day.



RECENT & ONGOING INITIATIVES

Since the establishment of the City's Historic Preservation Program in 1990, the City has assumed responsibility for the identification, designation, and ongoing stewardship of Portland's historic resources, which include individual landmarks, residential and commercial historic districts, historic landscape districts, and historic cemeteries. To date, the City of Portland has designated 73 individual landmarks, 11 historic districts, five historic landscape districts, and three historic cemeteries. In addition to its designation function, the Historic Preservation Program conducts development review — each year, the Historic Preservation Board and staff review more than 300 applications.

However, the City's Historic Preservation Program entails many other ongoing responsibilities and initiatives that are key to Portland's overall health and well-being. The Historic Preservation Program conducts historic resource surveys to identify and document historic resources warranting potential designation and protection under the Historic Preservation Ordinance. The program provides critical design consultation and technical assistance to public, private, and nonprofit entities engaged in projects with historic resource implications and it develops design guidelines and master plans for historic districts and landscapes. Last, the program actively engages in efforts to secure funding for local preservation initiatives, support public education around the city's history, and build partnerships with nonprofits doing preservation-related work — Greater Portland Landmarks, Committee to Restore the Abyssinian, Maine Charitable Mechanics Association, Portland Free Masons, Friends of the Eastern Promenade, Friends of Lincoln Park, Friends of Eastern Cemetery, Friends of Deering Oaks, and Friends of Fort Gorges among them.

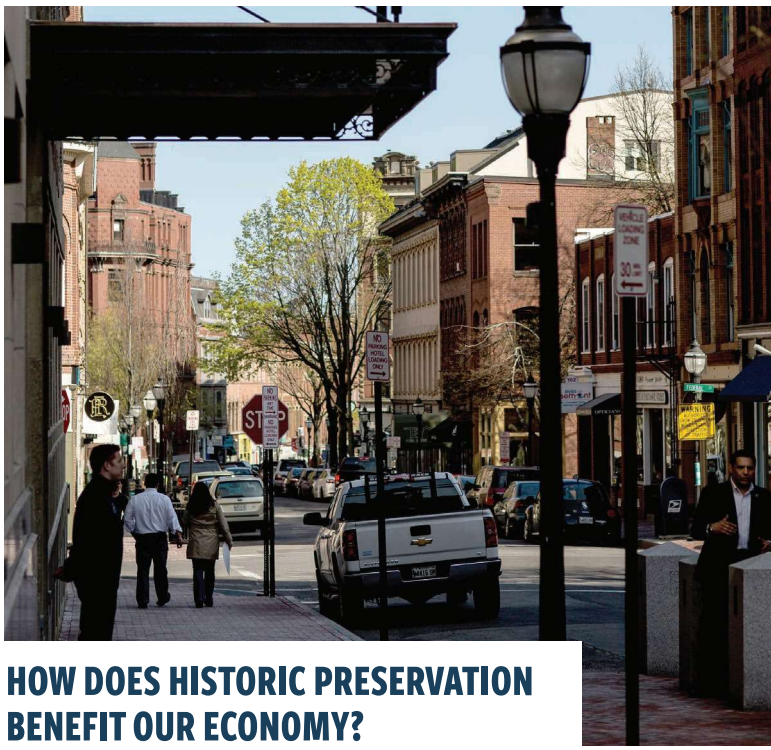


POLICY GUIDE:
HISTORIC RESOURCES

In the past decade, the City has made great progress in protecting and enhancing Portland's historic architecture and landscapes. The City has conducted five historic resource surveys, including a recent survey on Forest Avenue and Stevens Avenue in collaboration with Greater Portland Landmarks. The program has designated four new historic districts in recent years, from Congress Street in 2009 to House Island, India Street, and most recently, the Portland Company complex. It has also designated three individual landmarks: the Nathan Clifford School, the Ann Freeman House on Munjoy Hill, and the Abraham Levey Block on Middle Street. Additionally, the program has developed plans for important historic resources: Fort Allen Park, Lincoln Park, and Fort Gorges. Each of these efforts has helped not only to preserve critical elements of the city's past, but, as a whole, to spur additional public and private investment in the city.

The program has also engaged in active efforts to advance public education and fund local preservation efforts. In 2013, over 30,000 century-old photographs of Portland properties were made available online through partnership between the City, the Maine Historical Society, and the Portland Public Library. And since 2010, the Historic Preservation Program has collaborated with the Economic Development Department to provide technical assistance and design consultation to building and business owners revitalizing storefronts along traditional commercial corridors such as Congress Street and, more recently, India Street.

Over the coming decade, the Historic Preservation Program will continue to serve as an advocate for preservation and a facilitator of compatible change. In order to achieve the vision of Portland's Plan, the City must continue to work to carefully manage these two roles, and to celebrate those fundamental elements of Portland that are central to its history in order to ensure that its future is as successful as its past.



HOW DOES HISTORIC PRESERVATION BENEFIT OUR ECONOMY?

While being part of a historic district can involve an additional layer of review for maintenance and renovations, the benefits to property owners and to the community are extensive. Enacting historic preservation standards has consistently shown to stimulate private investment and increase property values. Preservation efforts also capitalize on existing infrastructure and services, offer spaces conducive to small businesses, diversify housing options, and can be a catalyst for downtown revitalization. Investing in historic resources makes good economic sense.



POLICY GUIDE:
HISTORIC RESOURCES

STATE GOALS

To preserve the State's historic and archaeological resources.

LOCAL GOALS

WE WILL:

Identify, document, designate, and preserve Portland's historic resources, including individual structures, neighborhoods, parks, cemeteries, and archaeological resources.

Educate and engage residents and visitors in appreciation of Portland's unique heritage.

Promote historic preservation as a key economic, sustainability, and community development strategy.

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.



FUTURE STRATEGIES

1. SURVEY, DOCUMENT, AND DESIGNATE HISTORIC RESOURCES

- Continue to conduct architectural surveys, particularly in off-peninsula neighborhoods.
- Undertake a city-wide archaeological survey to identify potentially significant resources associated with Portland's agricultural, residential, and industrial heritage.
- Based on survey findings and input from applicable stakeholders, document and designate resources of historic, architectural, and/or cultural significance to encourage thoughtful building rehabilitation, deter demolition, and support neighborhood revitalization.

2. ADOPT MEASURABLE OBJECTIVES

- Prepare annual reports on preservation activities and projects reviewed under the Historic Preservation Ordinance for distribution to City leadership, staff, and the public.
- Track performance on key preservation objectives.
- Consider national best practices in developing metrics.

3. ENCOURAGE INVESTMENTS IN HISTORIC STRUCTURES

- Disseminate information about existing federal and State historic tax credit programs available for the rehabilitation of income-producing historic properties.
- Pursue grant and low-interest loan programs, potentially in collaboration with local nonprofits, to assist eligible building owners with the cost of historic rehabilitation.
- Consider a Transfer of Development Rights (TDR) program to allow for the permanent transfer or sale of unused development potential of historic landmarks or districts to areas considered more appropriate for intensive growth, allowing direct revenue from the transfers to be applied toward prescribed preservation initiatives.
- Explore a tax abatement program for owners of historic properties to allow a period for recouping investment.



ENVIRONMENTAL BENEFITS OF HISTORIC PRESERVATION

Recent research by the National Trust for Historic Preservation found that the re-use or rehabilitation of existing buildings offers significant environmental benefits over new construction. According to their report, ***The Greenest Building,*** each year approximately 1 billion square feet of buildings are demolished and replaced nationwide, resulting in significant environmental impacts associated with demolition and waste disposal, the production of new raw materials, and new construction. The study found that reusing an existing building can result in 4 to 46% less environmental impact than new construction, depending on the type of building, location, and level of energy efficiency. Even when new construction is designed for optimal energy efficiency, it can take 10 to 80 years for a new building to offset the negative environmental implications of its construction.



4. ENHANCE PUBLIC AWARENESS

- Expand the Historic Preservation Program website to include detailed information about the history and architecture of each historic district, comprehensive building inventories, and areas that have been researched or surveyed but not designated.
- Initiate a street sign program to identify and highlight historic districts.
- Expand interpretive signage programs for historic parks and selected sites.
- Collaborate with nonprofit organizations, such as Greater Portland Landmarks, on the development of interpretive mobile applications.
- Collaborate with Portland Public Schools in educating younger generations about Portland's history and architectural legacy.

5. ENSURE UNDERSTANDING OF PRESERVATION REQUIREMENTS

- Expand the Historic Preservation Program website to include an explanation of review standards, illustrated design guidelines, examples of model projects, and answers to frequently asked questions.
- Provide adequate staffing to ensure effective public outreach, efficient and timely permitting, follow-up on approved projects, and enforcement of ordinance requirements.

6. FOSTER PARTNERSHIPS

- Collaborate with nonprofits, private organizations, neighborhood associations, businesses, property owners, and affinity groups to pursue and expand support for preservation initiatives, including the implementation of adopted master plans for historic structures, parks, and cemeteries.
- Identify and secure available grants and public funding to leverage private support for preservation projects.

7. BALANCE MULTIPLE OBJECTIVES

- Accommodate multiple objectives, such as improved accessibility, improved energy efficiency, or climate change adaption, in alterations to historic structures while adhering to preservation objectives.
- Assess new construction techniques, products, and materials for compatibility with historic structures, and develop policies and guidelines for their use in historic rehabilitation projects.

8. LEAD BY EXAMPLE

- Maintain City-owned historic resources to high preservation standards.
- Continue to implement improvements recommended in adopted master plans for historic parks and cemeteries.
- Ensure that public infrastructure projects in residential and commercial historic districts reinforce and enhance the distinct streetscape character of the district.

WEST BAYSIDE MASTER DEVELOPMENT PLAN

WEST BAYSIDE PARTNERS, LLC
PORTLAND, MAINE

LEGEND

EXISTING

REFER TO THE EXISTING CONDITIONS PLAN FOR ADDITIONAL INFORMATION

PROPOSED

	UNDERDRAIN
	GREEN SPACE
	UTILITY PAVEMENT CUTS
	STRIPING
	SEDIMENTATION BARRIER
	EDGE OF EX. PAVEMENT
	CURB
	SIGN
	LAMP OR LIGHT POLE
	UTILITY POLE
	GUY WIRE
	WATER VALVE
	FIRE HYDRANT
	SEWER MANHOLE
	CATCH BASIN
	DRAIN MANHOLE
UE — UE	UNDERGROUND ELECTRIC LINE
W — W	UNDERGROUND WATER LINE
64	MINOR CONTOURS (1 FT)
65	MAJOR CONTOURS (5 FT)
G — G	GAS LINE
SD — SD	STORM DRAIN LINE
S — S	SEWER LINE
	EXISTING/PROPOSED BUILDING
OHE/T/C	OVERHEAD ELECTRICAL/TELEPHONE/CABLE
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INDEX

C-01	COVER SHEET & LEGEND
EX-1	TOPOGRAPHIC SURVEY 1 – BY OWEN HASKELL
EX-2	TOPOGRAPHIC SURVEY 2 – BY OWEN HASKELL
C-10	SITE PLAN
L-1	LANDSCAPE PLAN
C-20	UTILITY PLAN
C-30	GRADING & DRAINAGE PLAN

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VICINITY MAP
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ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION

APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
CIP	CAST IN PLACE
CL	CENTERLINE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARD
DI	DUCTILE IRON PIPE
DIA.	DIAMETER
DIM.	DIMENSION
EA.	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
HDPE	HIGH DENSITY POLY ETHYLENE
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDEP	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
M.E.P	MECHANICAL, ELECTRICAL, PLUMBING DESIGNER
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC	PRECAST
PE	PROFESSIONAL ENGINEER
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PWD	PORTLAND WATER DISTRICT
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
TC	TOP OF CURB
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ISSUED FOR	BY	DATE
MASTER DEVELOPMENT PLAN	WHS	12/23/22

DRAWING NAME: COVER SHEET & LEGEND
PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN
CLIENT: WEST BAYSIDE PARTNERS, LLC, 188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

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DRAWN BY: MKT
CHECKED BY: WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
12/23/2022
REGISTERED PROFESSIONAL ENGINEER

DRAWING NO.
C-01

WEST BAYSIDE MASTER DEVELOPMENT PLAN

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INDEX

C-01	COVER SHEET & LEGEND
EX-1	TOPOGRAPHIC SURVEY 1 – BY OWEN HASKELL
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EX-3	ALTA/ACSM LAND TITLE SURVEY #117 PREBLE STREET & #195 LANCASTER STREET
EX-4	ALTA/NSPS LAND TITLE SURVEY 315 CUMBERLAND AVENUE
C-10	SITE PLAN
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MDP RESUBMISSION	WHS	4/7/23

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DRAWN BY: MKT
CHECKED BY: WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
4/7/2023
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-01

MATCH LINE SHT. 2

LANCASTER STREET EAST (50' WIDE)

PREBLE STREET (56.5' WIDE)

ELM STREET (49.5' WIDE)

CEDAR STREET (33' WIDE)

CHESTNUT STREET (49.5' WIDE)

OXFORD STREET (49.5' WIDE)

HALL COURT

PORTLAND ST.

CUMBERLAND AVE.

PASSAGE

196 LANCASTER STREET LLC
39779/232
28,591 S.F. ±
0.66 ACRES ±

89 ELM STREET LLC
39779/246
4,691 S.F. ±

89 ELM STREET LLC
39779/236
38,462 S.F. ±
0.88 ACRES ±

WBP COMMERCIAL LLC.
39779/227
38,301 S.F. ±
0.88 ACRES ±

73 ELM ST.
73 ELM STREET LLC
39779/234
14,879 S.F. ±
0.34 ACRES ±

60 ELM ST.
60 ELM STREET LLC
39779/230
11,535 S.F. ±
0.26 ACRES ±

62 ELM ST.
WBP COMMERCIAL LLC
39779/229
14,526 S.F. ±
0.33 ACRES ±

158 LANCASTER ST.
WBP COMMERCIAL LLC
39779/225
14,307 S.F. ±
0.33 ACRES ±

82 CHESTNUT ST.
WBP COMMERCIAL LLC
39779/221
3,442 S.F. ±
0.08 ACRES ± SUPPORT POLE

78 CHESTNUT ST.
197 OXFORD STREET LLC
39779/243
12,721 S.F. ±
0.30 ACRES ±

193 OXFORD ST.
197 OXFORD STREET LLC
39779/239
11,550 S.F. ±
0.265 ACRES ±

31 CEDAR ST.
197 OXFORD STREET LLC
39779/241
3,674 S.F. ±
0.08 ACRES ±

81 PREBLE ST.
3 STORY CONCRETE

1 STORY CONCRETE

1 STORY BRICK

2 STORY BRICK

PARKING GARAGE

N/F AMELIA A. LABRECK 37970/11

TM 26-A-12 N/F JAMES W. HALL SARAH MICHNIEWICZ 23909/341

TM 26-A-11 N/F ROBERT HYDE 27470/68

TM 26-A-8 N/F ALBERT BRESETTE 7951/275

TM 26-B-1 N/F ROBERT HYDE 27470/68

TM 26-B-2,3 N/F ALBERT BRESETTE

TM 26-B-14 N/F MARY LEE BENNISON 27956/297

TM 26-B-7 N/F FRANK E. DIDONATO DONNA E. COX 24885/320

TM 33-H-16,17 N/F DAVID B. NOWLIN 25148/336

TM 33-M-4 N/F WBP GARAGE LLC 39746/216

OWNERS UNKNOWN

EASEMENT CMP/NET&T 4811/70

EASEMENT 3216/374 NO POLE 11.01 FOUND

CMP UGE EASEMENT 6103/54

EASEMENT 6927/180

APPROXIMATE 7' PASSAGEWAY IN DEEDS

APPROXIMATE 10' PASSAGEWAY IN DEEDS

TBM: BONNET BOLT HYDRANT ELEVATION=16.25

TBM: BONNET BOLT HYDRANT ELEVATION=35.64

TBM: BONNET BOLT HYDRANT ELEVATION=46.56

TBM: BONNET BOLT HYDRANT ELEVATION=43.68

TBM: BONNET BOLT HYDRANT ELEVATION=12.69

MONUMENT IN VAULT BRICK PLANTER

MONUMENT IN VAULT

3" OFFSET DRILL HOLE FOUND

3" O/S MONUMENT FOUND-HELD

M-MONUMENT

MAG NAIL FOUND w/CITY WASHER

DRILL HOLE FOUND

GMF w/PLUG FOUND

MANHOLE OVER DROP INLET

PEDESTRIAN WALK LIGHT

SOLE VEHICLE ENTRANCE & EXIT

BIKE RACKS

FLAG POLE

SIGN

MAILBOX

TRANSFORMER ON CONC.

SIGNAL POLE

INTERMITTENT GUARDRAIL

CHAIN LINK FENCE

PICKET FENCE

STOCKADE FENCE

WOOD FENCE

WIRE FENCE

CONC. WALL

CONC. RETAINING WALL

RETAINING WALL

STONEWALL w/FENCE

BRICK S/W

CONC. S/W

PAVED S/W

PAVED

GRAVEL

COMPOST BINS

PLANTERS

RIPRAP

DECK

RAMP

SHED

GARAGE

PORCH

GABEZO

TEMP. BUILDINGS

CONC. STEPS

ONE WAY

FIRE BOX

WATER METER

SPRINKLER

LEGEND

- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- UTILITY POLE
- MANHOLE
- EM/GM ELECTRIC/GAS METER
- MB MAILBOX
- SIGN
- PM PARKING METER
- CATCH BASIN
- HYDRANT
- WATER VALVE OR SHUTOFF
- LIGHT POLE
- GAS VALVE
- DECIDUOUS TREE
- FENCE
- CURB
- OHW OVERHEAD WIRES
- UGE UNDERGROUND POWER
- W WATER LINE
- G GAS LINE
- T TELEPHONE
- SD STORM DRAIN
- SS SANITARY SEWER
- 100 1' CONTOUR
- IPF/IRF IRON PIPE/ROD FOUND
- N/F NOW OR FORMERLY
- 000/000 DEED BOOK / PAGE
- TM TAX MAP–BLOCK–LOT
- CONC. CONCRETE

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 SURVEY HAS NOT PHYSICALLY LOCATION 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.

PLAN REFERENCES

ALTA/NSPS LAND TITLE SURVEYS, BAYSIDE I, LLC, BAYSIDE II, LLC, BAYSIDE III, LLC, BAYSIDE IV, LLC, CEDAR ST., LANCASTER ST. EAST, CHESTNUT ST., PREBLE ST. & OXOFRD ST., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BUSH–WATSON SEPT. 2022 BY OWEN HASKELL, INC.

GENERAL NOTES

1. *OWNERS OF RECORD: AS NOTED ON PLAN*
2. *BEARINGS ARE BASED ON MAINE STATE GRID WEST ZONE PER COORDINATES ON CONTROL POINTS PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.*
3. *ELEVATIONS BASED ON NGVD 1929. CITY BENCHMARK TBM 307 MDOT DISK "612–(1)–10 1983" IN CONCRETE BASE OF LIGHT POLE AT NORTHEAST CORNER ELM/SOMERSET ELEVATION = 9.02.*
4. *STREET LINES SHOWN ARE BASED ON MONUMENTATION FOUND AND TIES TO BUILDINGS PER SURVEYED BY E.C. JORDAN CO.*
5. *OWNERSHIP OF FENCES AND RETAINING WALLS ALONG PROPERTY LINES HAS NOT BEEN DETERMINED.*

STATE OF MAINE
RANDY R. LOUBIER 2407
PROFESSIONAL LAND SURVEYOR

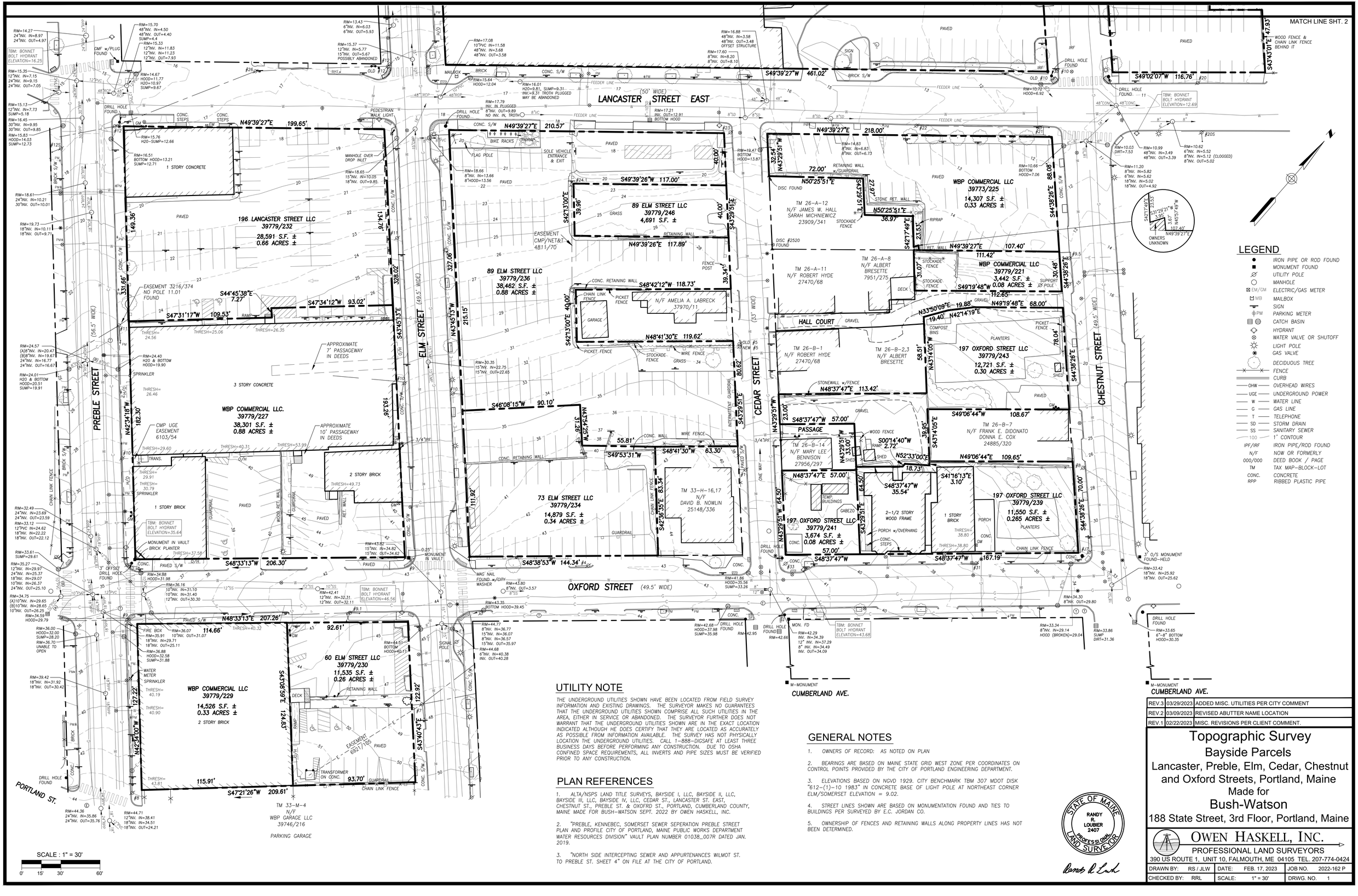
SCALE : 1" = 30'
0' 15' 30' 60'

Topographic Survey
Bayside Parcels
Lancaster, Preble, Elm, Cedar, Chestnut and Oxford Streets, Portland, Maine
Made for
Bush-Watson
188 State Street, 3rd Floor, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

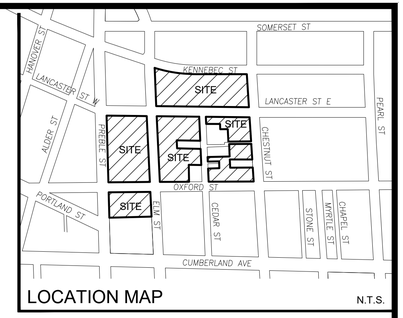
DRAWN BY: RS / JLW	DATE: DEC. 8, 2022	JOB NO. 2022-162 P	
CHECKED BY: RRL	SCALE: 1" = 30'	DRWG. NO. 1	

MATCH LINE SHT. 2

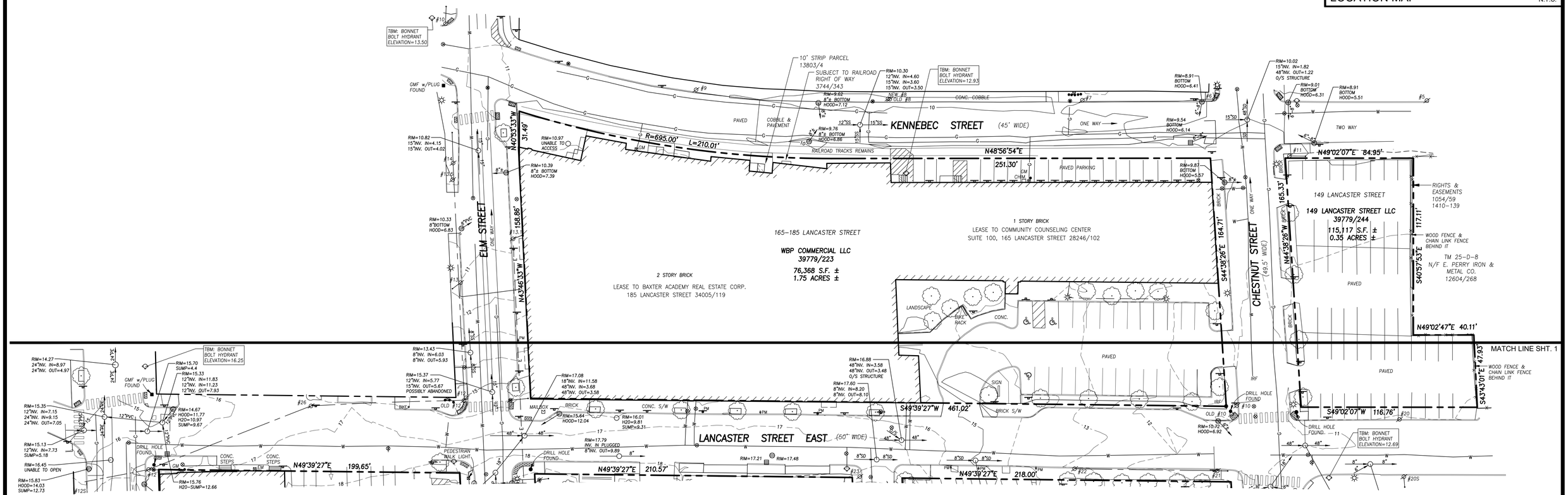

LANCASTER STREET EAST (50' WIDE)
PREBLE STREET (56.5' WIDE)
ELM STREET (49.5' WIDE)
CEDAR STREET (49.5' WIDE)
CHESTNUT STREET (49.5' WIDE)
OXFORD STREET (49.5' WIDE)
HALL COURT
ONE WAY
PORTLAND ST.
CUMBERLAND AVE.
196 LANCASTER STREET LLC
39779/232
28,591 S.F. ±
0.66 ACRES ±
89 ELM STREET LLC
39779/246
4,691 S.F. ±
89 ELM STREET LLC
39779/236
38,462 S.F. ±
0.88 ACRES ±
WBP COMMERCIAL LLC.
39779/227
38,301 S.F. ±
0.88 ACRES ±
WBP COMMERCIAL LLC
39779/229
14,526 S.F. ±
0.33 ACRES ±
60 ELM STREET LLC
39779/230
11,535 S.F. ±
0.26 ACRES ±
73 ELM STREET LLC
39779/234
14,879 S.F. ±
0.34 ACRES ±
WBP COMMERCIAL LLC
39773/225
14,307 S.F. ±
0.33 ACRES ±
WBP COMMERCIAL LLC
39779/221
3,442 S.F. ±
0.08 ACRES ±
197 OXFORD STREET LLC
39779/243
12,721 S.F. ±
0.30 ACRES ±
197 OXFORD STREET LLC
39779/241
3,674 S.F. ±
0.08 ACRES ±
197 OXFORD STREET LLC
39779/239
11,550 S.F. ±
0.265 ACRES ±
TM 26-A-12
N/F JAMES W. HALL
SARAH MICHNIEWICZ
23909/341
TM 26-A-11
N/F ROBERT HYDE
27470/68
TM 26-A-8
N/F ALBERT
BRESETTE
7951/275
TM 26-B-1
N/F ROBERT HYDE
27470/68
TM 26-B-2,3
N/F ALBERT
BRESETTE
TM 26-B-7
N/F FRANK E. DIDONATO
DONNA E. COX
24885/320
TM 26-B-14
N/F MARY LEE
BENNISON
27956/297
TM 33-H-16,17
N/F
DAVID B. NOWLIN
25148/336
TM 33-M-4
N/F
WBP GARAGE LLC
39746/216
PARKING GARAGE
N/F AMELIA A. LABRECK
37970/11
OWNERS UNKNOWN
S49°39'27"W 461.02'
N49°39'27"E 199.65'
N49°39'27"E 210.57'
S49°39'26"W 117.00'
N49°39'26"E 117.89'
S48°42'12"W 118.73'
N48°41'30"E 119.62'
S46°08'15"W 90.10'
S48°41'30"W 63.30'
S49°53'31"W 55.81'
S48°38'53"W 144.34'
S48°33'13"W 206.30'
N48°33'13"E 207.26'
S47°21'26"W 209.61'
S47°31'17"W 109.53'
S47°34'12"W 93.02'
S44°45'38"E 7.27'
N49°39'27"E 218.00'
N50°25'51"E 72.00'
N50°25'51"E 36.97'
N49°39'27"E 107.40'
N49°19'48"W 112.65'
N49°19'48"E 68.00'
N48°37'47"E 113.42'
S48°37'47"W 57.00'
S49°06'44"W 108.67'
N49°06'44"E 109.65'
S48°37'47"W 35.54'
S48°37'47"W 167.19'
S49°02'07"W 116.76'
S43°43'10"E 147.93'
N43°29'51"W 32.54'
S43°29'51"E 64.50'
S43°29'51"E 88.08'
S44°38'26"E 70.00'
S44°38'26"E 30.48'
S44°38'26"E 78.04'
N42°34'18"W 182.30'
N43°45'13"E 215.15'
N43°45'13"E 327.06'
S43°45'13"E 328.02'
S43°29'51"E 80.62'
N43°54'29"W 51.26'
S43°40'43"E 122.92'
S43°06'59"E 124.83'
N42°34'00"W 127.22'
N43°54'29"W 193.26'
N43°31'05"E 58.51'
N43°31'05"E 39.95'
N43°29'51"W 33.00'
S00°14'40"W 2.72'
N52°33'00"E 18.73'
S41°16'13"E 3.10'
S42°36'35"E 83.34'
S42°17'46"E 23.53'
S43°39'21"W 3.95'
N46°57'49"W 107.40'
S42°17'46"E 23.67'
S50°25'51"E 22.67'
S42°17'46"E 23.53'
N33°50'09"E 19.88'
N42°14'19"E 19.40'
S47°29'51"E 23.00'
S43°29'51"E 64.50'
S42°17'46"E 23.53'
S43°39'21"W 3.95'
N46°57'49"W 107.40'
N49°39'27"E
RIM=14.27
24"INV. IN=8.97
24"INV. OUT=4.97
RIM=15.70
48"INV. IN=4.50
48"INV. OUT=4.40
SUMP=4.4
RIM=15.33
12"INV. IN=11.83
12"INV. IN=11.23
12"INV. OUT=7.93
RIM=14.67
HOOD=11.77
H20=10.97
SUMP=9.67
RIM=15.35
12"INV. IN=7.15
24"INV. IN=9.15
24"INV. OUT=7.05
RIM=15.13
12"INV. IN=7.73
SUMP=5.18
RIM=16.45
30"INV. IN=9.95
30"INV. OUT=9.85
RIM=15.83
HOOD=14.03
SUMP=12.73
RIM=18.61
24"INV. IN=10.21
30"INV. OUT=10.01
RIM=19.73
18"INV. IN=10.11
18"INV. OUT=9.71
RIM=24.57
(A)8"INV. IN=20.47
(B)8"INV. IN=19.67
24"INV. IN=16.77
24"INV. OUT=16.67
RIM=24.01
H20 & BOTTOM
HOOD=20.51
SUMP=19.91
RIM=13.43
6"INV. IN=5.03
6"INV. OUT=5.93
RIM=15.37
12"INV. IN=5.77
15"INV. OUT=5.67
POSSIBLY ABANDONED
RIM=17.08
10"PVC IN=11.58
48"INV. IN=3.68
48"INV. OUT=3.58
RIM=15.64
HOOD=12.04
RIM=16.01
H20=9.81, SUMP=9.31
INV=9.31 TROTH PLUGGED
MAY BE ABANDONED
RIM=17.79
INV. IN PLUGGED
8"INV. OUT=9.89
NO INV. IN, TROTH
RIM=16.88
48"INV. IN=3.58
48"INV. OUT=3.48
OFFSET STRUCTURE
RIM=17.60
8"INV. IN=8.20
8"INV. OUT=8.10
RIM=17.21
INV. OUT=12.91
BOTTOM HOOD
RIM=10.47
BOTTOM
HOOD=13.87
RIM=14.83
8"INV. IN=6.83
8"INV. OUT=6.73
RIM=10.66
BOTTOM
HOOD=7.06
RIM=10.72
HOOD=6.92
RIM=10.03
DIRT=7.53
RIM=10.99
48"INV. IN=3.49
48"INV. OUT=3.39
RIM=10.62
6"INV. IN=5.52
8"INV. IN=5.12 (CLOGGED)
8"INV. OUT=5.02
RIM=11.20
8"INV. IN=5.82
6"INV. IN=5.62
18"INV. IN=5.02
18"INV. OUT=4.92
RIM=15.76
H20-SUMP=12.66
RIM=16.51
BOTTOM HOOD=13.21
SUMP=12.71
RIM=18.65
15"INV. IN=10.05
18"INV. OUT=9.85
RIM=18.66
8"INV. IN=13.66
8"HOOD=13.56
RIM=24.40
H20 & BOTTOM
HOOD=19.90
RIM=30.35
15"INV. IN=22.75
15"INV. OUT=22.65
RIM=43.82
15"INV. IN=34.82
15"INV. OUT=34.62
RIM=42.41
12"INV. IN=32.31
12"INV. OUT=32.11
RIM=43.80
8"INV. OUT=3.57
RIM=43.35
BOTTOM HOOD=39.45
RIM=44.77
8"INV. IN=36.77
15"INV. IN=36.07
8"INV. IN=36.57
15"INV. OUT=35.97
RIM=44.68
6"INV. IN=40.38
INV. OUT=40.28
RIM=41.86
HOOD=35.56
SUMP=33.26
RIM=42.68
HOOD=37.98
SUMP=35.98
RIM=42.95
RIM=42.66
RIM=42.29
INV. IN=34.39
12" INV. IN=37.29
8" INV. IN=34.49
INV. OUT=34.09
RIM=34.30
8"INV. OUT=29.80
RIM=33.34
8"INV. IN=29.14
HOOD (BROKEN)=29.04
RIM=33.86
SUMP
DIRT=31.36
RIM=33.65
6"-8" BOTTOM
HOOD=30.35
RIM=34.75
(A)10"INV. IN=29.65
(B)10"INV. IN=28.65
10"INV. OUT=26.25
RIM=34.59
HOOD=29.79
RIM=36.00
HOOD=32.00
SUMP=28.20
RIM=35.70
UNABLE TO
OPEN
RIM=39.42
18"INV. IN=31.92
18"INV. OUT=30.42
RIM=44.36
24"INV. IN=35.86
24"INV. OUT=35.76
RIM=44.71
12"INV. IN=38.41
18"INV. IN=34.51
18"INV. OUT=24.21
RIM=32.49
24"INV. IN=23.69
24"INV. OUT=23.59
RIM=33.12
12"PVC IN=24.62
18"INV. IN=22.22
18"INV. OUT=22.12
RIM=33.61
SUMP=29.61
RIM=35.27
12"INV. IN=29.97
24"INV. IN=25.37
18"INV. IN=29.07
10"INV. IN=26.37
24"INV. OUT=25.10
RIM=34.88
HOOD=31.98
RIM=36.16
10"INV. IN=31.10
10"INV. IN=31.40
12"INV. OUT=30.30
RIM=36.88
HOOD=32.58
SUMP=31.88
RIM=35.91
18"INV. IN=29.71
18"INV. OUT=25.11
RIM=36.07
10"INV. OUT=31.07
RIM=40.19
RIM=40.90
RIM=44.51
BOTTOM
HOOD=40.71
RIM=24.56
RIM=25.06
RIM=26.35
RIM=26.46
RIM=29.60
RIM=40.31
RIM=53.98
RIM=49.73
RIM=29.91
RIM=30.79
RIM=37.58
RIM=40.32
RIM=43.81
RIM=46.46
RIM=49.65
RIM=52.85
RIM=56.05
RIM=59.25
RIM=62.45
RIM=65.65
RIM=68.85
RIM=72.05
RIM=75.25
RIM=78.45
RIM=81.65
RIM=84.85
RIM=88.05
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RIM=305.65
RIM=308.85
RIM=312.05
RIM=315.25
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RIM=356.85
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RIM=363.25
RIM=366.45
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RIM=372.85
RIM=376.05
RIM=379.25
RIM=382.45
RIM=385.65
RIM=388.85
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RIM=398.45
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LEGEND

IRON PIPE OR ROD FOUND	FENCE
MONUMENT FOUND	CURB
UTILITY POLE	OVERHEAD WIRES
MANHOLE	UNDERGROUND POWER
EM/GM ELECTRIC/GAS METER	WATER LINE
MB MAILBOX	GAS LINE
SIGN	TELEPHONE
PM PARKING METER	STORM DRAIN
CATCH BASIN	SANITARY SEWER
HYDRANT	1' CONTOUR
WATER VALVE OR SHUTOFF	IPF/IRF IRON PIPE/ROD FOUND
LIGHT POLE	N/F NOW OR FORMERLY
GAS VALVE	000/000 DEED BOOK / PAGE
DECIDUOUS TREE	TM TAX MAP–BLOCK–LOT
	CONC. CONCRETE
	THRES. THRESHOLD



LOCATION MAP N.T.S.



SCALE : 1" = 30'

0' 15' 30' 60'

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 SURVEY HAS NOT PHYSICALLY LOCATION 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.

PLAN REFERENCES

ALTA/NSPS LAND TITLE SURVEYS, BAYSIDE I, LLC, BAYSIDE II, LLC, BAYSIDE III, LLC, BAYSIDE IV, LLC, CEDAR ST., LANCASTER ST. EAST, CHESTNUT ST., PREBLE ST. & OXOFRD ST., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BUSH–WATSON SEPT. 2022 BY OWEN HASKELL, INC.

GENERAL NOTES

1. *OWNERS OF RECORD: AS NOTED ON PLAN*
2. *BEARINGS ARE BASED ON MAINE STATE GRID WEST ZONE PER COORDINATES ON CONTROL POINTS PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.*
3. *ELEVATIONS BASED ON NGVD 1929. CITY BENCHMARK TBM 307 MDOT DISK "612–(1)–10 1983" IN CONCRETE BASE OF LIGHT POLE AT NORTHEAST CORNER ELM/SOMERSET ELEVATION = 9.02.*
4. *STREET LINES SHOWN ARE BASED ON MONUMENTATION FOUND AND TIES TO BUILDINGS PER SURVEYED BY E.C. JORDAN CO.*
5. *OWNERSHIP OF FENCES AND RETAINING WALLS ALONG PROPERTY LINES HAS NOT BEEN DETERMINED.*

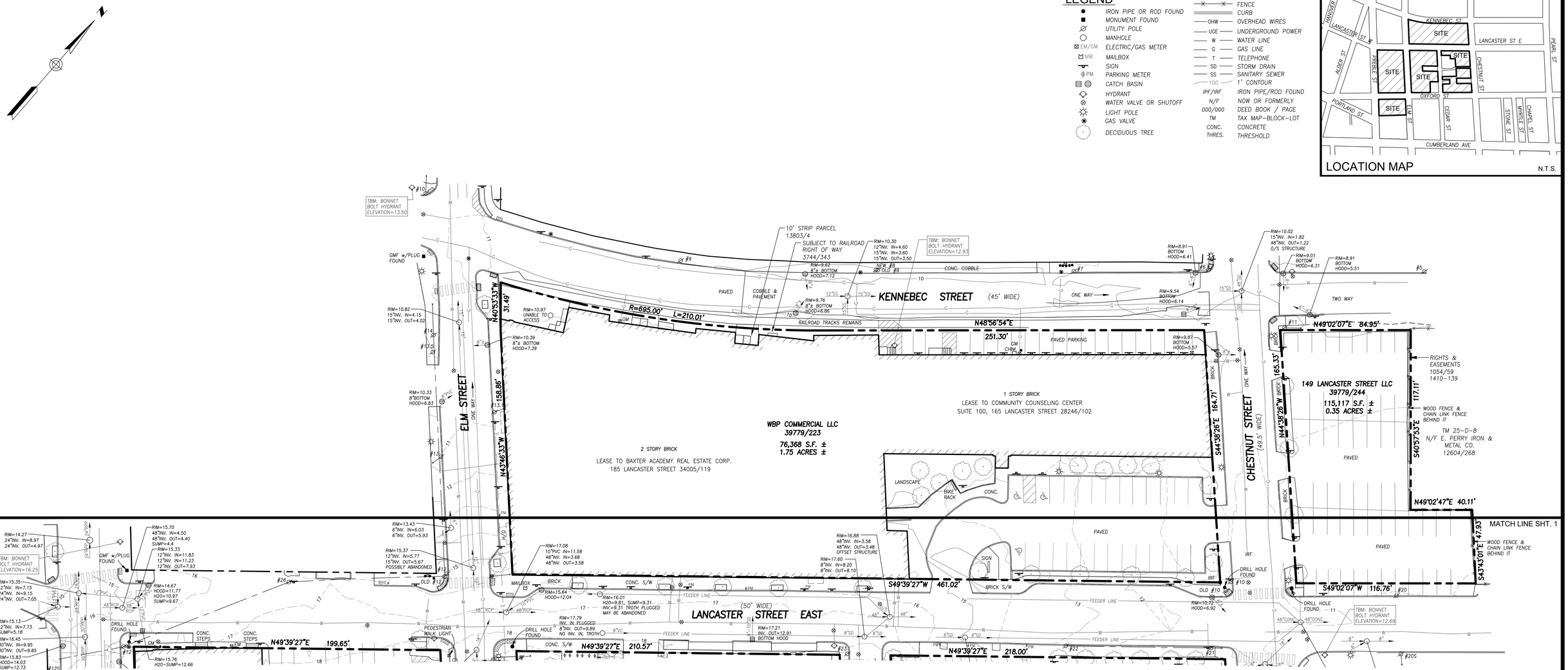
STATE OF MAINE
RANDY R. LOUBIER 2407
PROFESSIONAL LAND SURVEYOR

Randy R Loubier

Topographic Survey
Bayside Parcels
Lancaster, Preble, Elm, Cedar, Chestnut and Oxford Streets, Portland, Maine
Made for
Bush-Watson
188 State Street, 3rd Floor, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLW	DATE: DEC. 8, 2022	JOB NO. 2022-162 P	
CHECKED BY: RRL	SCALE: 1" = 30'	DRWG. NO. 2	



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 SURVEY HAS NOT PHYSICALLY LOCATION 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.

PLAN REFERENCES

1. *ALTA/NSPS LAND TITLE SURVEYS, BAYSIDE I, LLC, BAYSIDE II, LLC, BAYSIDE III, LLC, BAYSIDE IV, LLC, CEDAR ST., LANCASTER ST. EAST, CHESTNUT ST., PREBLE ST. & OXOFRD ST., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BUSH–WATSON SEPT. 2022 BY OWEN HASKELL, INC.*
2. *"PREBLE, KENNEBEC, SOMERSET SEWER SEPERATION PREBLE STREET PLAN AND PROFILE CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT WATER RESOURCES DIVISION" VAULT PLAN NUMBER 01038_007R DATED JAN. 2019.*
3. *"NORTH SIDE INTERCEPTING SEWER AND APPURTENANCES WILMOT ST. TO PREBLE ST. SHEET 4" ON FILE AT THE CITY OF PORTLAND.*

GENERAL NOTES

1. *OWNERS OF RECORD: AS NOTED ON PLAN*
2. *BEARINGS ARE BASED ON MAINE STATE GRID WEST ZONE PER COORDINATES ON CONTROL POINTS PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.*
3. *ELEVATIONS BASED ON NGVD 1929. CITY BENCHMARK TBM 307 MDOT DISK "612–(1)–10 1983" IN CONCRETE BASE OF LIGHT POLE AT NORTHEAST CORNER ELM/SOMERSET ELEVATION = 9.02.*
4. *STREET LINES SHOWN ARE BASED ON MONUMENTATION FOUND AND TIES TO BUILDINGS PER SURVEYED BY E.C. JORDAN CO.*
5. *OWNERSHIP OF FENCES AND RETAINING WALLS ALONG PROPERTY LINES HAS NOT BEEN DETERMINED.*

SCALE : 1" = 30'

0' 15' 30' 60'

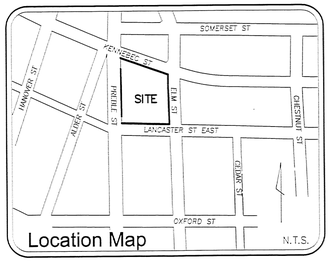
STATE OF MAINE
RANDY R. LOUBIER 2407
PROFESSIONAL LAND SURVEYOR

REV.3	03/29/2023	ADDED MISC. UTILITIES PER CITY COMMENT
REV.2	03/09/2023	REVISED ABUTTER NAME LOCATION
REV.1	02/22/2023	MISC. REVISIONS PER CLIENT COMMENT.

Topographic Survey
Bayside Parcels
Lancaster, Preble, Elm, Cedar, Chestnut and Oxford Streets, Portland, Maine
Made for
Bush-Watson
188 State Street, 3rd Floor, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLW	DATE: FEB. 17, 2023	JOB NO. 2022-162 P	
CHECKED BY: RRL	SCALE: 1" = 30'	DRWG. NO. 2	



Plan References:

1. ELM STREET, STREET LINE RETRACEMENT PLAN, SOMERSET STREET TO LANCASTER STREET, CITY OF PORTLAND, MAINE PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION DATED OCT. 16, 2012.

2. BAYSIDE TRAIL SOMERSET STREET EXTENSION, ELM STREET TO KENNEBEC STREET, CITY OF PORTLAND, MAINE PUBLIC SERVICES DEPARTMENT ENGINEERING DIVISION DATED JULY 3, 2012.

3. ALTA/ACSM LAND TITLE SURVEY ON PREBLE STREET, LANCASTER STREET EAST, ELM STREET & OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE I, LLC JAN. 26, 2000 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 200 PAGE 40.

4. BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE MADE FOR MITCHELL & ASSOCIATES DATED JULY 7, 2015, REV. 1 9-26-25 BY OWEN HASKELL, INC.

Notes:

1. OWNER OF RECORD: J.B. BROWN & SONS
   TAX MAP 33-E-1 & 5
   C.C.R.D. BOOK 26354 PAGE 312 & 314
   TAX MAP 33-E-2 & 3
   C.C.R.D. BOOK 29387 PAGE 27

2. BEARINGS ARE BASED ON MAINE STATE PLAN COORDINATE SYSTEM MAINE WEST NAD 83, BASED ON CITY POINT 55 N:301742.42 E: 2927203.68 AND POINT 59 N:301442.06 E:2927035.61 FROM PLAN REFERENCE 1.

3. ELEVATIONS BASED ON NGVD 1929. CITY BENCHMARK TBM 307 PLAN REFERENCE 1. MDOT DISK "612-(1)-10 1983" IN CONCRETE BASE OF LIGHT POLE AT NORTHEAST CORNER ELM/SOMERSET ELEVATION = 9.02.

Flood Zone Note:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

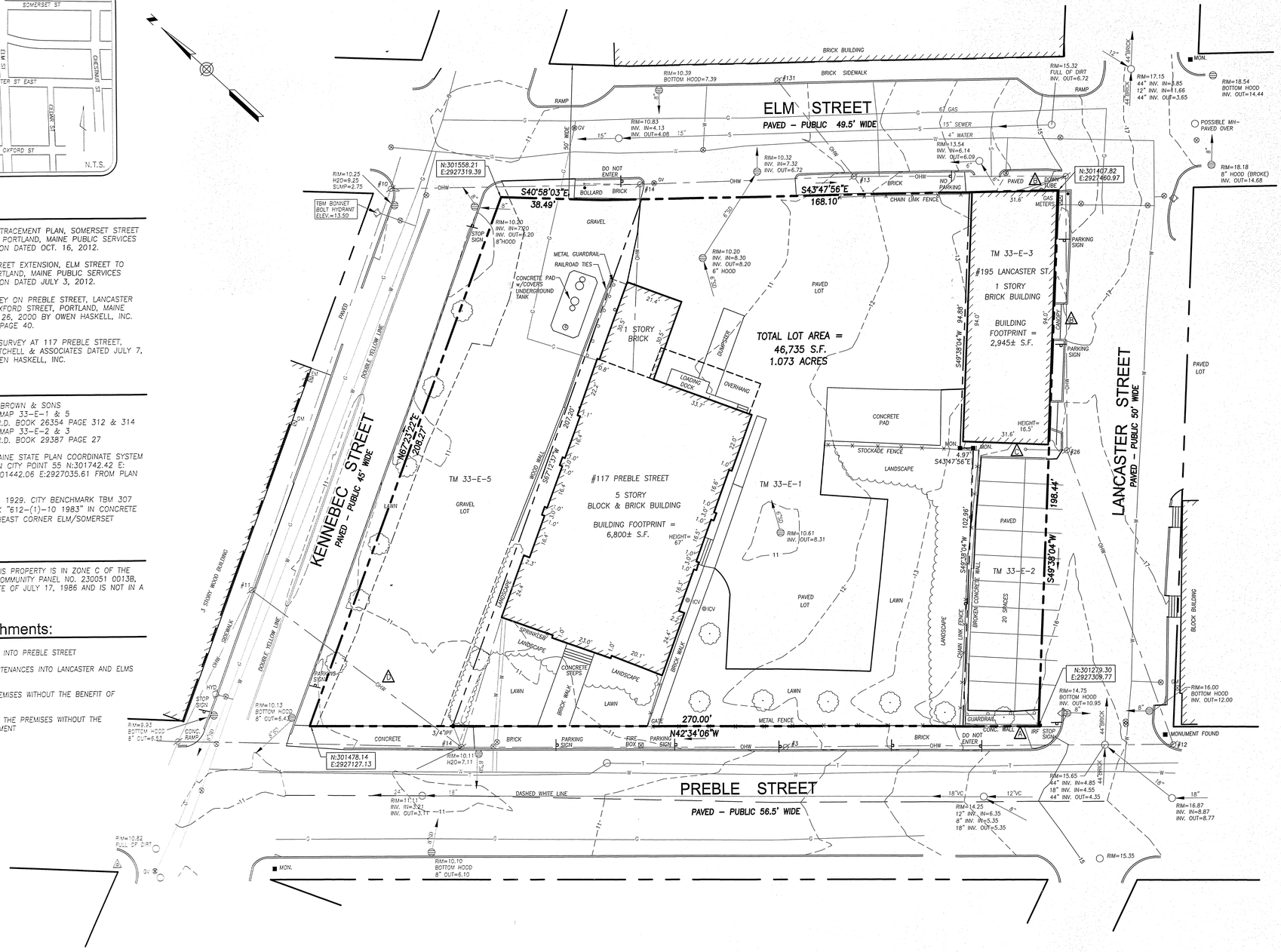
Possible Encroachments:

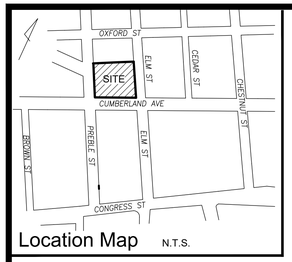
A. PORTION OF CONCRETE WALL INTO PREBLE STREET

B. PORTION OF BUILDING APPURTENANCES INTO LANCASTER AND ELMS STREET

C. GUY LINE ONTO INSURED PREMISES WITHOUT THE BENEFIT OF RECORDED EASEMENT

D. OVER HEAD WIRES CROSSING THE PREMISES WITHOUT THE BENEFIT OF RECORDED EASEMENT

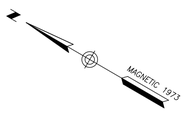

ELM STREET
PAVED – PUBLIC 49.5' WIDE
KENNEBEC STREET
PAVED – PUBLIC 45' WIDE
LANCASTER STREET
PAVED – PUBLIC 50' WIDE
PREBLE STREET
PAVED – PUBLIC 56.5' WIDE
BRICK BUILDING
BRICK SIDEWALK
RAMP
N:301558.21
E:2927319.39
S40°58'03"E
38.49'
S43°47'56"E
168.10'
N:301407.82
E:2927460.97
DO NOT ENTER
BOLLARD
BRICK
GRAVEL
STOP SIGN
METAL GUARDRAIL
RAILROAD TIES
CONCRETE PAD W/COVERS UNDERGROUND TANK
1 STORY BRICK
DUMPSTER
LOADING DOCK
OVERHANG
TOTAL LOT AREA = 46,735 S.F. 1.073 ACRES
PAVED LOT
TM 33-E-3
#195 LANCASTER ST.
1 STORY BRICK BUILDING
BUILDING FOOTPRINT = 2,945± S.F.
PARKING SIGN
CHAIN LINK FENCE
NO PARKING
DOWN TUBE
GAS METERS
CONCRETE PAD
STOCKADE FENCE
LANDSCAPE
HEIGHT= 16.5'
#26
TM 33-E-5
GRAVEL LOT
#117 PREBLE STREET
5 STORY BLOCK & BRICK BUILDING
BUILDING FOOTPRINT = 6,800± S.F.
HEIGHT= 67'
TM 33-E-1
TM 33-E-2
20 SPACES
BROKEN CONCRETE WALL
CHAIN LINK FENCE
LANDSCAPE
BLOCK BUILDING
N:301279.30
E:2927309.77
RIM=14.75
BOTTOM HOOD
INV. OUT=10.95
GUARDRAIL
CONC. WALL
IRF
STOP SIGN
DO NOT ENTER
MONUMENT FOUND
#12
N:301478.14
E:2927127.13
N42°34'06"W
270.00'
3/4"IPF
CONCRETE
BRICK
PARKING SIGN
FIRE BOX
METAL FENCE
GATE
#14
#3
DASHED WHITE LINE
WOOD WALL
S47°12'57"W
207.20'
N67°23'22"E
208.27'
3 STORY WOOD BUILDING
#11
#10
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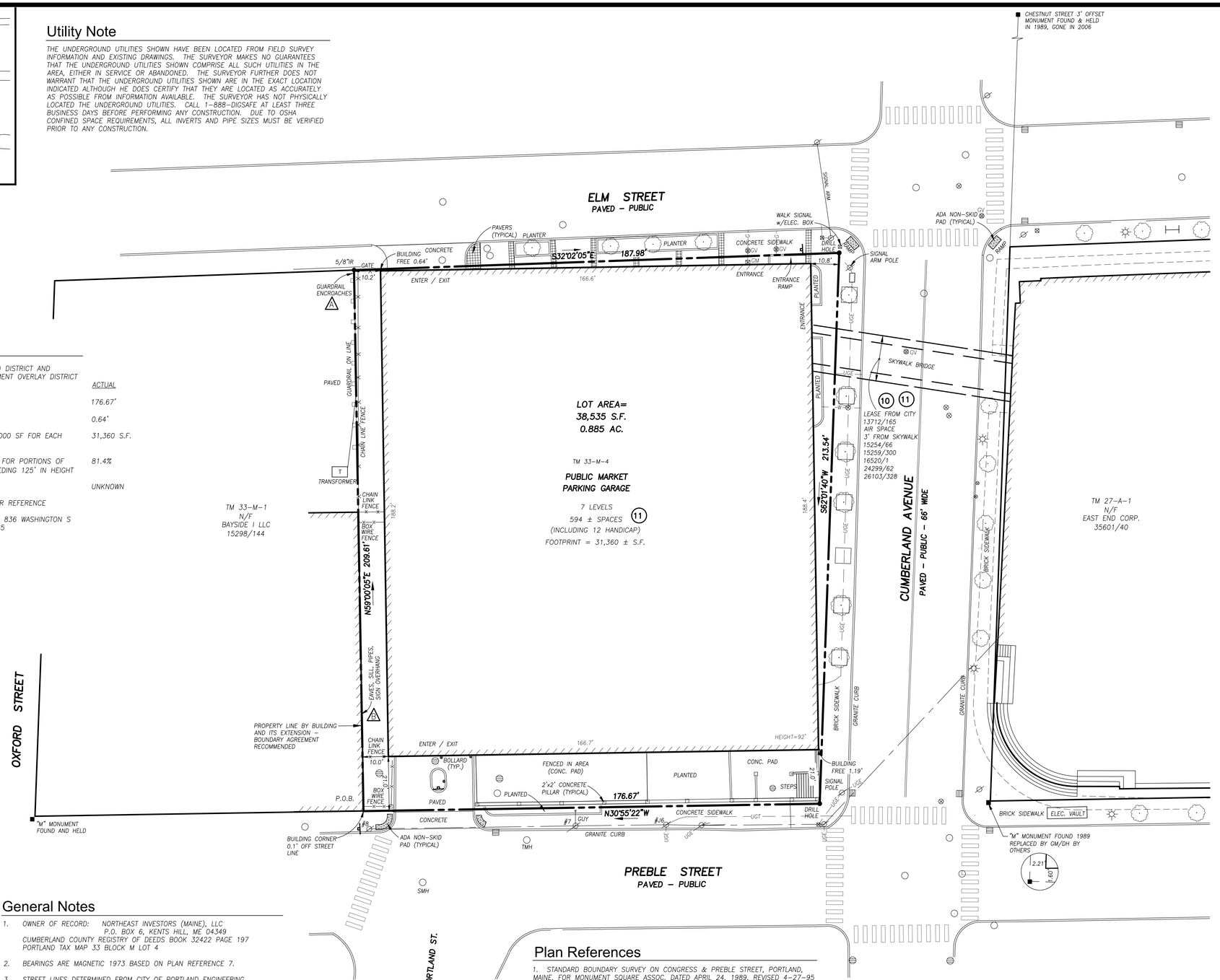


Location Map N.T.S.

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.





Zoning Information

ZONING DISTRICT: DOWNTOWN BUSINESS (B-3) DISTRICT AND THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT

	REQUIRED	ACTUAL
MINIMUM STREET FRONTAGE:	15'	176.67'
MAXIMUM FRONT SETBACK:	5'	0.64'
MAXIMUM FLOOR AREA:	NONE, EXCEPT 15,000 SF FOR EACH FLOOR ABOVE 125'	31,360 S.F.
MAXIMUM LOT COVERAGE:	25% OF LOT AREA FOR PORTIONS OF STRUCTURES EXCEEDING 125' IN HEIGHT	81.4%
OFF-STREET PARKING MINIMUMS:	NONE	UNKNOWN

SEE CITY OF PORTLAND ZONING ORDINANCE FOR REFERENCE

ZONING PROVIDED BY ZONING SOLUTIONS, INC., 836 WASHINGTON S TREET, P.O. BOX 850270, BRAINTREE, MA 02185

ZONING CERTIFICATE DATE: JUNE 17, 2022

Legend

- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- UTILITY POLE
- MANHOLE
- SIGN
- CATCH BASIN
- HYDRANT
- WATER VALVE OR SHUTOFF
- LIGHT POLE
- GM GAS METER
- GAS VALVE
- DECIDUOUS TREE
- CURB
- FENCE
- GUARDRAIL
- G GAS LINE
- W WATER LINE
- OHW OVERHEAD WIRES
- UGE UNDERGROUND POWER
- UGT TELEPHONE
- N/F NOW OR FORMERLY
- TM TAX MAP-BLOCK-LOT
- 000/000 DEED BOOK / PAGE
- P.O.B. POINT OF BEGINNING
- A POSSIBLE ENCROACHMENT
- 1 SCHEDULE B EXCEPTION

SCALE : 1" = 20'

0' 10' 20' 40'

General Notes

1. OWNER OF RECORD: NORTHEAST INVESTORS (MAINE), LLC P.O. BOX 6, KENTS HILL, ME 04349
CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 32422 PAGE 197
PORTLAND TAX MAP 33 BLOCK M LOT 4
2. BEARINGS ARE MAGNETIC 1973 BASED ON PLAN REFERENCE 7.
3. STREET LINES DETERMINED FROM CITY OF PORTLAND ENGINEERING DEPARTMENT RECORDS AND AS SHOWN ON PLAN REFERENCE 1.
4. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, BUILDING ADDITIONS, OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED.
5. NO PROPOSED CHANGES IN STREET LINES IS KNOWN BY THIS SURVEYOR.
6. THE LAND DEPICTED HEREON IS THE SAME LAND DESCRIBED IN THE DEED INTO THE CURRENT OWNER RECORDED IN BOOK 32422, PAGE 197 AND IS THE SAME LAND DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMMITMENT NO. 050922-01 AND CONTAINS NO GAPS OR GORES.
7. THE LAND HAS OPEN AND EXISTING VEHICULAR AND PEDESTRIAN ACCESS, VIA CURB CUTS, TO THE PUBLIC WAYS KNOWN AS ELM STREET AND PREBLE STREET.
8. THE SURVEYED LAND DEPICTED HEREON IS THE SAME LAND AS DESCRIBED IN THE DEED INTO THE CURRENT OWNER RECORDED IN BOOK 32422, PAGE 197 AND IS THE SAME LAND DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMMITMENT DATED SEPTEMBER 13, 2022 AND CONTAIN NO GAPS, GORES OR STRIP.

Plan References

1. STANDARD BOUNDARY SURVEY ON CONGRESS & PREBLE STREET, PORTLAND, MAINE, FOR MONUMENT SQUARE ASSOC. DATED APRIL 24, 1989, REVISED 4-27-95 BY OWEN HASKELL, INC.
2. LAND TITLE SURVEY ON CUMBERLAND AVENUE AND PREBLE STREET, PORTLAND, MAINE, FOR AUGUST CORPORATION, JULY 6, 1995, BY OWEN HASKELL, INC.
3. PLAN OF LAND AT CONGRESS AND ELM STREETS IN PORTLAND, MAINE FOR THE CITY OF PORTLAND DATED FEB. 17, 1997 BY OWEN HASKELL, INC.
4. STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY ON CUMBERLAND AVE., PREBLE ST. & ELM ST., PORTLAND, MAINE MADE FOR AUGUST CORPORATION DATED OCT. 25, 1996 REVISED THRU 5-28-97 BY OWEN HASKELL, INC.
5. LAND TITLE SURVEY ON CUMBERLAND AVENUE & PREBLE STREET, PORTLAND, MAINE FOR AUGUST CORPORATION JULY 20, 1995 REVISED 9-5-95 OWEN HASKELL, INC. JOB NO. 95125P.
6. ALTA/ACSM LAND TITLE SURVEY ON CONGRESS STREET, CUMBERLAND AVENUE, PREBLE STREET & ELM STREET, PORTLAND, MAINE MADE FOR RECORD OWNER OCTOBER CORPORATION AUGUST 23, 2006 BY OWEN HASKELL, INC. JOB NO. 2006-134P.
7. ALTA/ACSM LAND TITLE SURVEY ON CONGRESS STREET, CUMBERLAND AVENUE, PREBLE STREET & ELM STREET, PORTLAND, MAINE MADE FOR RECORD OWNER GRE CONGRESS CANAL LLC JAN. 10, 2007 BY OWEN HASKELL, INC. JOB NO. 2006-134P.

Flood Zone Note

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

Possible Encroachments

A *METAL GUARDRAIL ENCROACHES ONTO PREMISES 0.2'±*

B *EAVES, SILL, PIPES, SIGN OVERHANG ONTO PREMISES*

Legal Description

A CERTAIN PARCEL OF LAND, TOGETHER WITH BUILDINGS THEREON, SITUATED ON THE NORTHERLY SIDE OF CUMBERLAND AVENUE, THE EASTERLY SIDE OF PREBLE STREET AND THE WESTERLY SIDE OF ELM STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE LINE OF PREBLE STREET AT THE SOUTHWEST CORNER OF THE LAND NOW OR FORMERLY OF DOUGLAS T. AND LINDA A. CARDENTE (SEE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 6727, PAGE 52 AND 55), WHICH POINT IS ON THE WESTERLY EXTENSION OF THE SOUTHERLY SIDE OF THE TWO STORY BRICK BUILDING ON THE LAND NOW OR FORMERLY OF CANDENTE;

THENCE N 59° 00' 05" E BY LAND NOW OR FORMERLY OF CARDENTE AND BY SAID BUILDING AND THE EXTENSION THEREOF 209.61 FEET TO THE WESTERLY SIDELINE OF ELM STREET;

THENCE S 32° 02' 05" E BY ELM STREET 187.98 FEET TO CUMBERLAND AVENUE;

THENCE S 62° 01' 40" W BY CUMBERLAND AVENUE 213.54 FEET TO PREBLE STREET;

THENCE N 30° 55' 22" W BY PREBLE STREET 176.67 FEET TO THE POINT OF BEGINNING.

Schedule B Section II Exceptions

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 050922-01 EFFECTIVE DATE: SEPTEMBER 13, 2022

1 – 9. NON SURVEY

10. LEASE OF AIR SPACE BY AND BETWEEN THE CITY OF PORTLAND AND AUGUST CORPORATION, DATED FEBRUARY 27, 1998, A MEMORANDUM OF WHICH IS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 13712, PAGE 165, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT WITH RESPECT TO LEASES AND LICENSES BY AND BETWEEN AUGUST CORPORATION AND AUGUST HOLDING, LLC DATED DECEMBER 30, 1999, RECORDED IN THE SAID REGISTRY OF DEEDS IN BOOK 15254, PAGE 66; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION AGREEMENT WITH RESPECT TO LEASES AND LICENSES BY AND BETWEEN AUGUST HOLDINGS, LLC AND OCTOBER CORPORATION, DATED JANUARY 3, 2000, RECORDED IN THE SAID REGISTRY OF DEEDS IN BOOK 15259, PAGE 300; MEMORANDUM OF ASSIGNMENTS OF LEASE BY AND BETWEEN OCTOBER CORPORATION AND CITY OF PORTLAND, DATED JULY 2001, RECORDED IN THE SAID REGISTRY OF DEEDS IN BOOK 16520, PAGE 1; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF SKYWALK LEASES BY AND BETWEEN OCTOBER CORPORATION AND GRE CONGRESS CANAL, LLC DATED AUGUST 24, 2006, RECORDED IN THE SAID REGISTRY OF DEEDS IN BOOK 24299, PAGE 62, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF SKYWALK LEASE BY AND BETWEEN GRE CONGRESS CANAL LLC AND ATLANTIC NATIONAL HOLDINGS LLC DATED MAY 15, 2008 AND RECORDED IN THE SAID REGISTRY OF DEEDS IN BOOK 26103, PAGE 328. –AFFECTS PROPERTY, AS SHOWN

11. EASEMENT AGREEMENT BY AND BETWEEN GRE CONGRESS CANAL LLC AND ATLANTIC NATIONAL HOLDINGS, LLC DATED JUNE 2, 2008 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 26103, PAGE 335. –AS SHOWN, SKYBRIDGE AND RIGHT TO LEASE PARKING SPACES.

12. SUCH STATE OF FACTS INCLUDING NOTES DISCLOSED ON UNRECORDED PLAN ENTITLED "LAND TITLE SURVEY ON CUMBERLAND AVENUE AND PREBLE STREET, PORTLAND, MAINE FOR AUGUST CORPORATION" PREPARED BY OWEN HASKELL, INC. DATED JULY 20, 1995, AS REVISED SEPTEMBER 5, 1995 AND OCTOBER 2, 1996. –ALL PERTINENT INFORMATION AFFECTING THE PROPERTY SHOWN ON SAID PLAN ARE SHOWN ON THE FACE OF THIS SURVEY.

13. SUCH STATE OF FACTS INCLUDING NOTES DISCLOSED ON UNRECORDED PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY, CONGRESS STREET, CUMBERLAND AVENUE, PREBLE STREET & ELM STREET, PORTLAND, MADE FOR GRE CONGRESS CANAL LLC" PREPARED BY OWEN HASKELL, INC. DATED JANUARY 10, 2007. –ALL PERTINENT INFORMATION AFFECTING THE PROPERTY SHOWN ON SAID PLAN ARE SHOWN ON THE FACE OF THIS SURVEY.

14. INTENTIONALLY OMITTED.

15.-16. NON SURVEY ITEM

ALTA / NSPS Land Title Survey

315 Cumberland Avenue
Portland, Cumberland County, Maine
Made For
Bush-Watson
188 State Street, 3rd Floor, Portland, Maine

Surveyor's Certification

TO: WBP GARAGE LLC, FIRST AMERICAN TITLE INSURANCE COMPANY, AND KENNEBEC SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 7(A), 7(B)(1), 7(C), 8, 9, 11, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELD SURVEY WAS PERFORMED BETWEEN AUGUST 2006 AND JUNE 2022 WITH A FINAL FIELD INSPECTION ON JUNE 6, 2022.

RANDY R. LOUBIER
PROFESSIONAL LAND SURVEYOR NO. 2407

DATE OF PLAT OR MAP: MAY 25, 2022
DATE OF LAST REVISION: SEPTEMBER 15, 2022

STATE OF MAINE
RANDY R. LOUBIER
2407
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: JCS / JLW	FIELD BOOK: FILE	JOB NO.	2022-142 P
CHECKED BY: JCS	SCALE: 1" = 20'	DRWG. NO.	1

REFERENCES:

1. EXISTING CONDITIONS PROVIDED BY "TOPOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBLE, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE" PREPARED FOR BUSH WATSON DATED DECEMBER 6, 2022 BY OWEN HASKELL, INC.UTILITY INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT MAPPING, UNITIL MAPPING, AND THE CITY OF PORTLAND GIS DATA CATALOG.
2. ADDITIONAL EXISTING INFORMATION FROM CAD FILE PROVIDED BY OWEN HASKELL, INC. OF "BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE" DATED SEPTEMBER 28, 2015.

SPACE AND BULK STANDARDS

ZONING DISTRICT	DOWNTOWN BUSINESS (B3)	MIXED DEVELOPMENT (B7)	RESIDENTIAL (R6)
MINIMUM LOT AREA	N/A	N/A	VARIES
MINIMUM STREET FRONTAGE	15 FT	N/A	20 FT
MAX FRONT YARD SETBACK	5 FT	10 FT	N/A
MINIMUM FRONT YARD SETBACK	N/A	N/A	5 FT
MINIMUM REAR YARD SETBACK	N/A	N/A	10 FT
MINIMUM SIDE YARD SETBACK	N/A	N/A	5 FT
LOT WIDTH	N/A	N/A	20 FT
MINIMUM LENGTH OF BUILDING WALL AT MAX SETBACK	N/A	75% OF STREET FRONTAGE OR 25% OF BUILDING PERIMETER	N/A
LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLICLY ACCESSIBLE WAY	30 FT, EXCEPT 15 FT WITH PAD OVERLAY	N/A	N/A
FLOOR AREA	NONE, EXCEPT 15,000 SF FOR EACH FLOOR ABOVE 125 FT		
MAXIMUM BUILDING HEIGHT	PER DOWNTOWN AND BAYSIDE OVERLAY MAPS	PER BAYSIDE OVERLAY MAP	45 FT
LOT COVERAGE (MAX)	N/A*	N/A	60%
LANDSCAPED OPEN SPACE RATIO	N/A	N/A	20%
*MAX 25% OF LOT AREA FOR PORTIONS OF STRUCTURES EXCEEDING 125 FEET IN HEIGHT			

LEGEND:

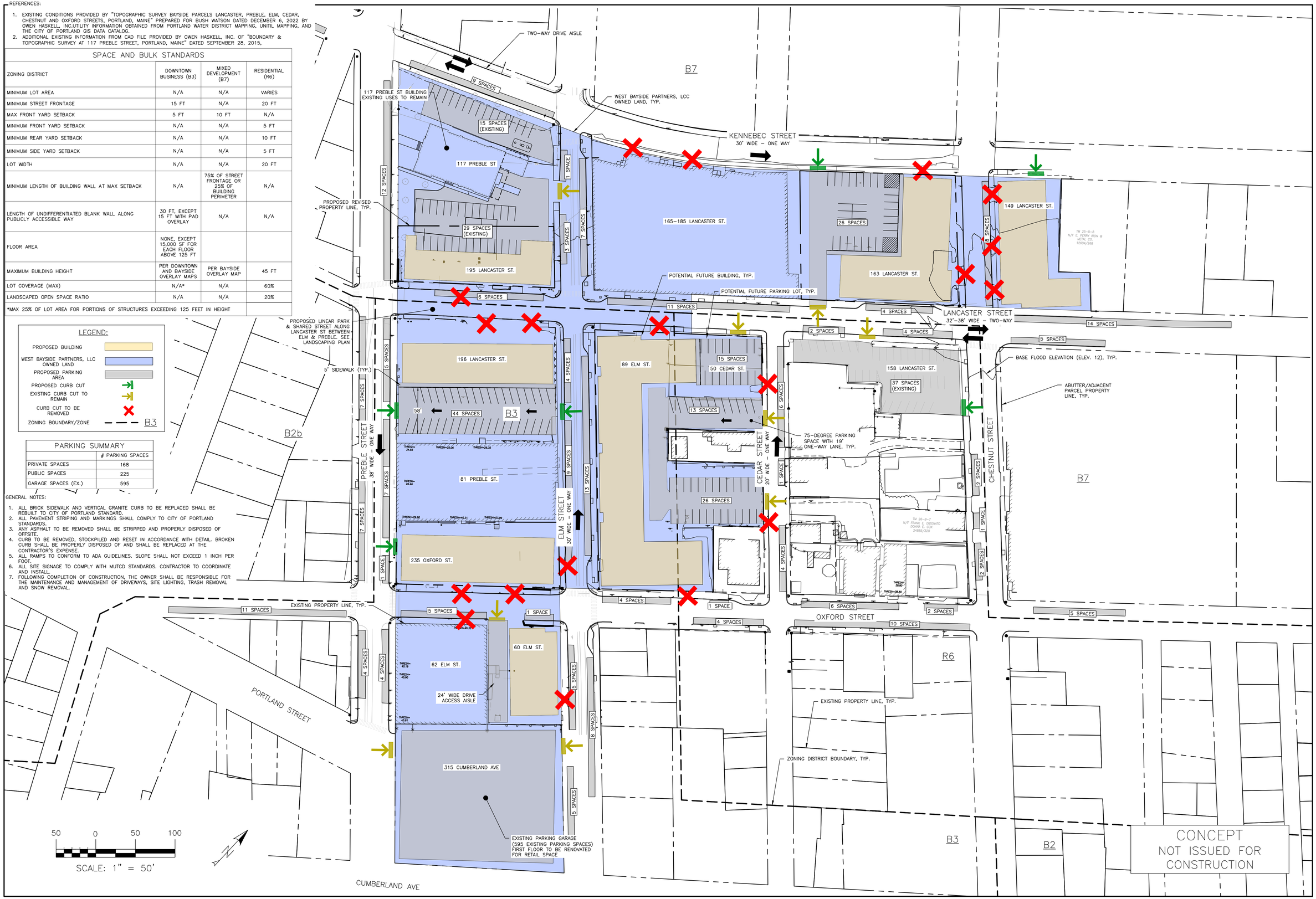
- PROPOSED BUILDING
- WEST BAYSIDE PARTNERS, LLC OWNED LAND
- PROPOSED PARKING AREA
- PROPOSED CURB CUT
- EXISTING CURB CUT TO REMAIN
- CURB CUT TO BE REMOVED
- ZONING BOUNDARY/ZONE — B3

PARKING SUMMARY

	# PARKING SPACES
PRIVATE SPACES	168
PUBLIC SPACES	225
GARAGE SPACES (EX.)	595

GENERAL NOTES:

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.



ISSUED FOR	BY	DATE
CONCEPT	WHS	12/9/22
MASTER DEVELOPMENT PLAN	WHS	12/23/22

DRAWING NAME: MASTER SITE PLAN

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
ENGINEERING
PO BOX 3287 PORTLAND, MAINE 04104
(207) 775-2655

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF ACORN ENGINEERING, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1093.13_CIVIL
JN:	1093.13
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
12/23/2022
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-10

REFERENCES:

1. EXISTING CONDITIONS PROVIDED BY "TOPOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBLE, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE" PREPARED FOR BUSH WATSON DATED DECEMBER 6, 2022 BY OWEN HASKELL, INC.UTILITY INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT MAPPING, UNITIL MAPPING, AND THE CITY OF PORTLAND GIS DATA CATALOG.
2. ADDITIONAL EXISTING INFORMATION FROM CAD FILE PROVIDED BY OWEN HASKELL, INC. OF "BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE" DATED SEPTEMBER 28, 2015.

SPACE AND BULK STANDARDS

ZONING DISTRICT	DOWNTOWN BUSINESS (B3)	MIXED DEVELOPMENT (B7)	RESIDENTIAL (R6)
MINIMUM LOT AREA	N/A	N/A	VARIES
MINIMUM STREET FRONTAGE	15 FT	N/A	20 FT
MAX FRONT YARD SETBACK	5 FT	10 FT	N/A
MINIMUM FRONT YARD SETBACK	N/A	N/A	5 FT
MINIMUM REAR YARD SETBACK	N/A	N/A	10 FT
MINIMUM SIDE YARD SETBACK	N/A	N/A	5 FT
LOT WIDTH	N/A	N/A	20 FT
MINIMUM LENGTH OF BUILDING WALL AT MAX SETBACK	N/A	75% OF STREET FRONTAGE OR 25% OF BUILDING PERIMETER	N/A
LENGTH OF UNDIFFERENTIATED BLANK WALL ALONG PUBLICLY ACCESSIBLE WAY	30 FT, EXCEPT 15 FT WITH PAD OVERLAY	N/A	N/A
FLOOR AREA	NONE, EXCEPT 15,000 SF FOR EACH FLOOR ABOVE 125 FT		
MAXIMUM BUILDING HEIGHT	PER DOWNTOWN AND BAYSIDE OVERLAY MAPS	PER BAYSIDE OVERLAY MAP	45 FT
LOT COVERAGE (MAX)	N/A*	N/A	60%
LANDSCAPED OPEN SPACE RATIO	N/A	N/A	20%
*MAX 25% OF LOT AREA FOR PORTIONS OF STRUCTURES EXCEEDING 125 FEET IN HEIGHT			

LEGEND:

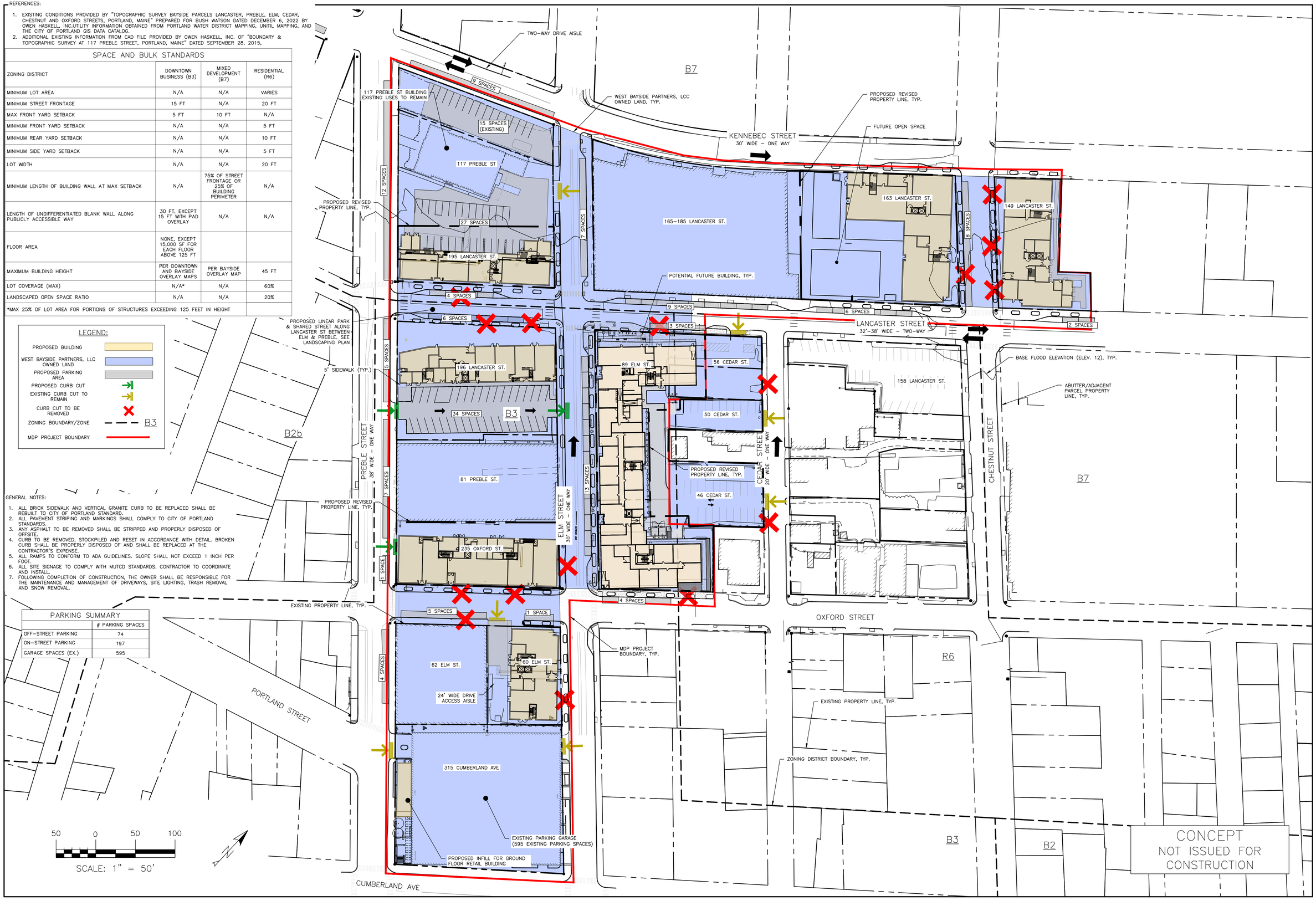
- PROPOSED BUILDING
- WEST BAYSIDE PARTNERS, LLC OWNED LAND
- PROPOSED PARKING AREA
- PROPOSED CURB CUT
- EXISTING CURB CUT TO REMAIN
- CURB CUT TO BE REMOVED
- ZONING BOUNDARY/ZONE — B3
- MDP PROJECT BOUNDARY

GENERAL NOTES:

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

PARKING SUMMARY

	# PARKING SPACES
OFF-STREET PARKING	74
ON-STREET PARKING	197
GARAGE SPACES (EX.)	595



ISSUED FOR	BY DATE
MASTER DEVELOPMENT PLAN	WHS 12/23/22
TMP	WHS 2/2/23
PB WORKSHOP	WHS 3/10/23
MDP RESUBMISSION	WHS 4/7/23

DRAWING NAME: MASTER SITE PLAN

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
PO BOX 3401, PORTLAND, MAINE 04104
(207) 775-2655

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED MODIFICATIONS OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1192_CIVIL
JN:	1192.1
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	MKT
CHECKED BY:	WHS

STATE OF MAINE — WILLIAM H. SAVAGE — 11419 — 4/7/2023 — LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-10

REFERENCES:

1. EXISTING CONDITIONS PROVIDED BY "TOPOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBLE, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE" PREPARED FOR BUSH WATSON DATED DECEMBER 6, 2022 BY OWEN HASKELL, INC.UTILITY INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT MAPPING, UNITIL MAPPING, AND THE CITY OF PORTLAND GIS DATA CATALOG.
2. ADDITIONAL EXISTING INFORMATION FROM CAD FILE PROVIDED BY OWEN HASKELL, INC. OF "BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE" DATED SEPTEMBER 28, 2015,

117 PREBLE ST

EX. 195 LANCASTER ST PROPERTY LINE TO BE REVISED

PROPOSED PROPERTY LINE TO CREATE 163 LANCASTER ST LOT

165-185 LANCASTER ST.

163 LANCASTER ST.

149 LANCASTER ST.

195 LANCASTER ST.

EX. PROPERTY LINE, TYP.

196 LANCASTER ST.

89 ELM ST.

56 CEDAR ST.

REVISED PROPERTY LINES TO CREATE 89 ELM STREET & ADJACENT LOT (ADDRESS TBD)

158 LANCASTER ST.

50 CEDAR ST.

81 PREBLE ST.

46 CEDAR ST.

PROPOSED PROPERTY LINE TO CREATE 235 OXFORD ST LOT

235 OXFORD ST.

62 ELM ST.

60 ELM ST.

315 CUMBERLAND AVE

50 0 50 100

SCALE: 1" = 50'

CONCEPT
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY	DATE
MDP RESUBMISSION	WHS	4/7/23

DRAWING NAME: **PROPERTY LINE MODIFICATIONS PLAN**

PROJECT NAME: **WEST BAYSIDE MASTER DEVELOPMENT PLAN**

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THIS PLAN WITHOUT THE WRITTEN PERMISSION OF ACORN ENGINEERING, INC. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
ELIOT, MAINE
PO BOX 3477 04104
(207) 775-2655

FILE:	1192_CIVIL
JN:	1192.1
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	MKT
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
4/7/2023
LICENSED PROFESSIONAL ENGINEER

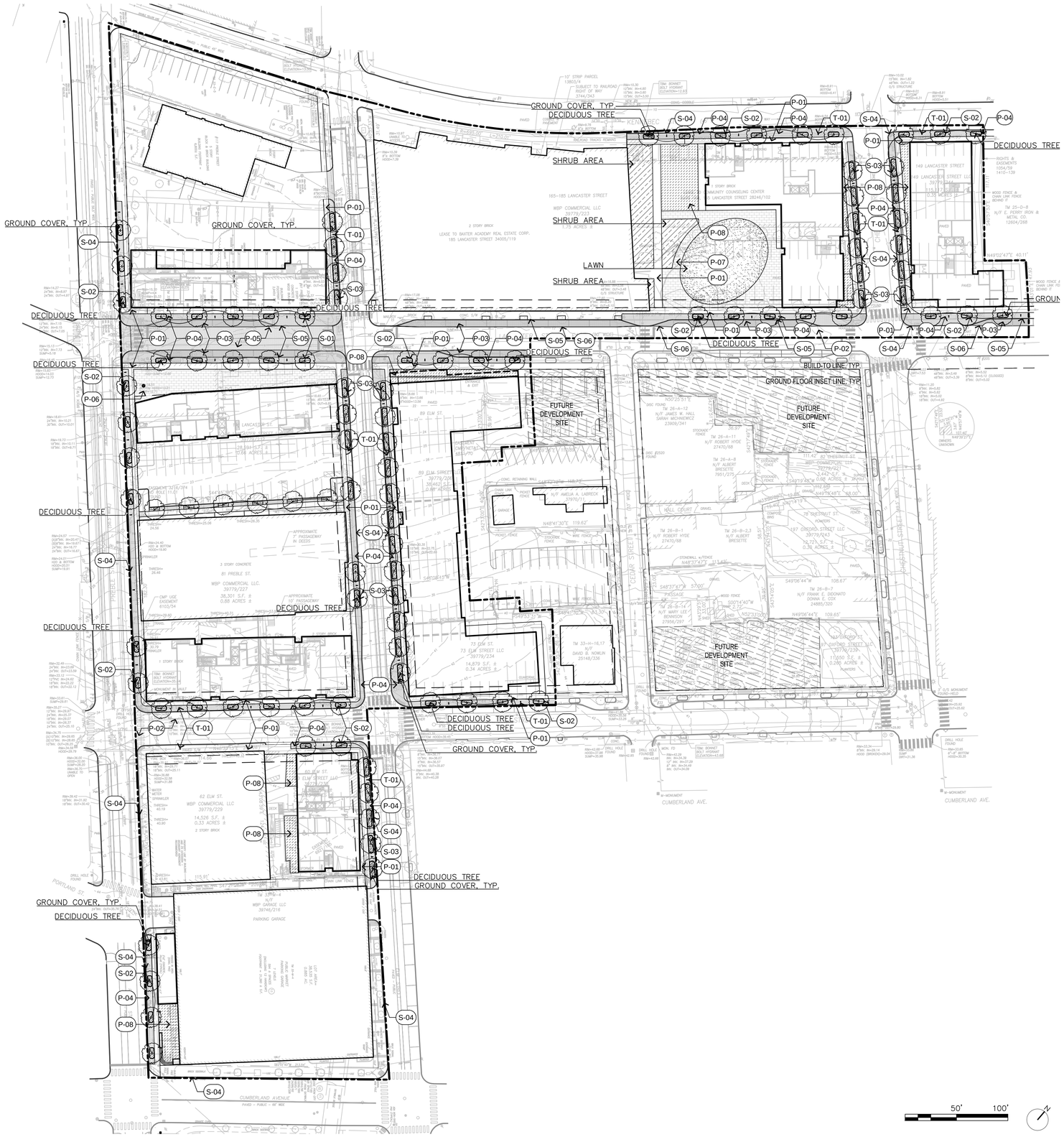
DRAWING NO.
C-11

Landscape Plan

- *Major landscaping elements, features, and open space*
- *Plans for preservation of natural features*

The diagram below summarizes the development's approach to open space organization and design. Major landscaping elements include a shared street and linear park along Lancaster Street between Preble and Elm Streets; enhanced sidewalks and pedestrian amenities flanking new buildings; and potential pocket and pop-up parks in smaller spaces between buildings on permanent or temporary bases. The plan includes substantial street tree planting to expand the Bayside tree canopy throughout the site.





PLANT SCHEDULE

- STREET TREE -
- SHRUB AREA -
- LAWN -
- GROUND COVER -

MATERIALS LEGEND

SYMBOL	PAVING DESCRIPTION
P-01	CONCRETE SIDEWALK
P-02	ASPHALT PAVEMENT
P-03	FLEX ZONE UNIT PAVERS
P-04	FURNISHING ZONE UNIT PAVERS
P-05	SHARED STREET SPECIAL PAVEMENT
P-06	LINEAR PARKLET
P-07	PLAZA PAVEMENT
P-08	PUBLICLY ACCESSIBLE OPEN SPACE

SYMBOL	SITE ELEMENTS DESCRIPTION
S-01	METAL TREE PLANTERS WITH INTEGRATED SEAT
S-02	METAL TREE PLANTER
S-03	GRANITE TREE PLANTER
S-04	GRANITE CURB
S-05	GRANITE FLUSH CURB
S-06	GRANITE MOUNTABLE CURB

SYMBOL	SITE FURNITURE DESCRIPTION
T-01	LIGHT POST

PRELIMINARY
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
MDP SUBMITTAL	KGS 4/7/2023

DRAWING NAME: LANDSCAPING PLAN

PROJECT NAME: 89 ELM STREET REDEVELOPMENT – PORTLAND

CLIENT: 89 ELM, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

Stantec
Stantec Consulting Services Inc
40 Water Street Boston MA 02109

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN AUTHORIZATION FROM STANTEC AND SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO STANTEC CONSULTING SERVICES INC.

FILE:	210400026_BASE
JN:	1192.2
SCALE:	AS NOTED
DESIGNED BY:	CCB
DRAWN BY:	KGS
CHECKED BY:	CCB

DRAWING NO.
L-100

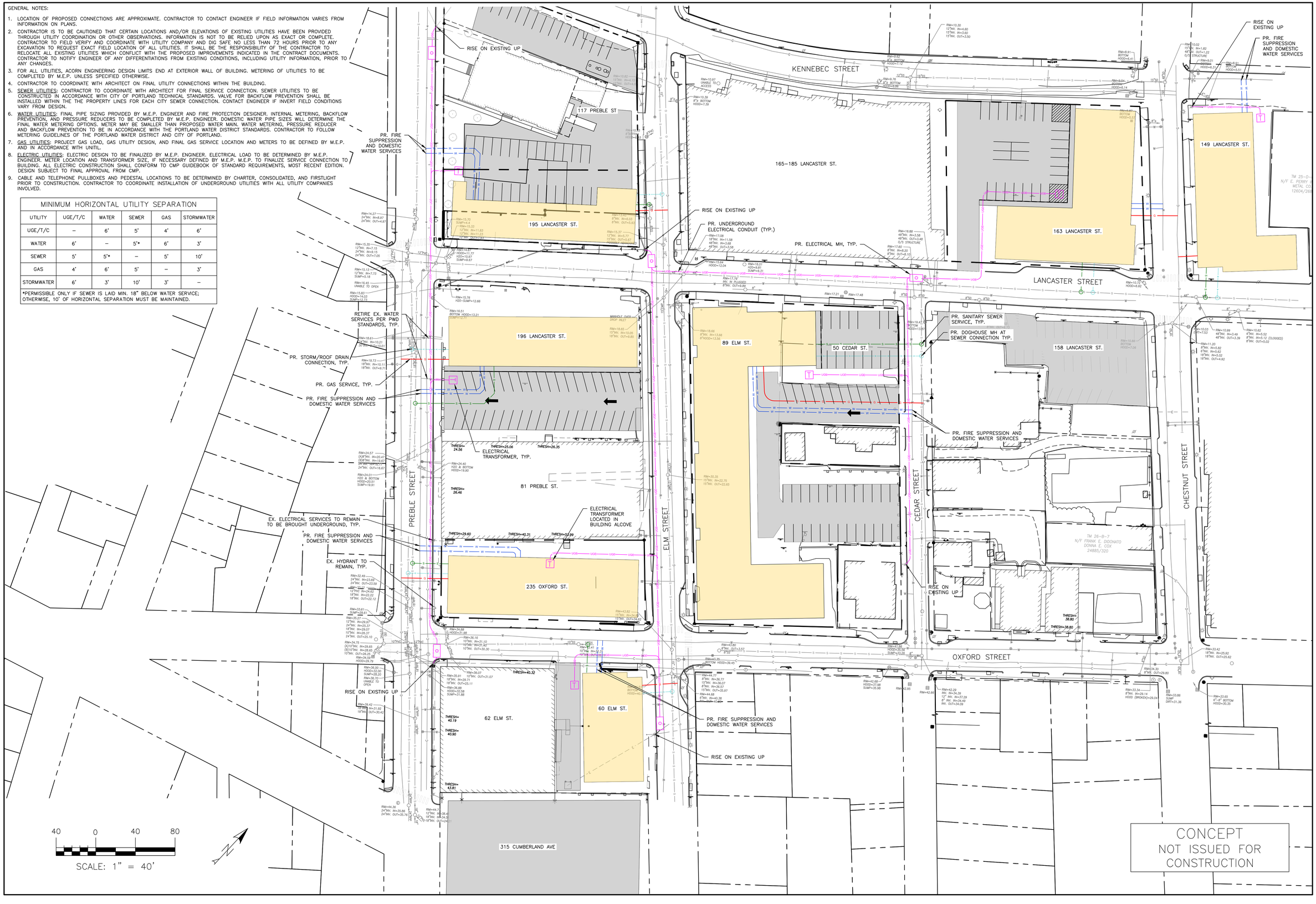
GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
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9. CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY CHARTER, CONSOLIDATED, AND FIRSTLIGHT PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.

MINIMUM HORIZONTAL UTILITY SEPARATION

UTILITY	UGE/T/C	WATER	SEWER	GAS	STORMWATER
UGE/T/C	–	6'	5'	4'	6'
WATER	6'	–	5'*	6'	3'
SEWER	5'	5'*	–	5'	10'
GAS	4'	6'	5'	–	3'
STORMWATER	6'	3'	10'	3'	–

*PERMISSIBLE ONLY IF SEWER IS LAID MIN. 18" BELOW WATER SERVICE; OTHERWISE, 10' OF HORIZONTAL SEPARATION MUST BE MAINTAINED.



ISSUED FOR	BY DATE
CONCEPT ATS	WHS 12/20/22
MASTER DEVELOPMENT PLAN	WHS 12/23/22

DRAWING NAME: PRELIMINARY UTILITY PLAN

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
THE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED MODIFICATIONS OR OMISSIONS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

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ACORN ENGINEERING, INC.
P.O. BOX 3294 PORTLAND, MAINE 04104
(207) 775-2655

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SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	ZMS
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
12/23/2022
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-20

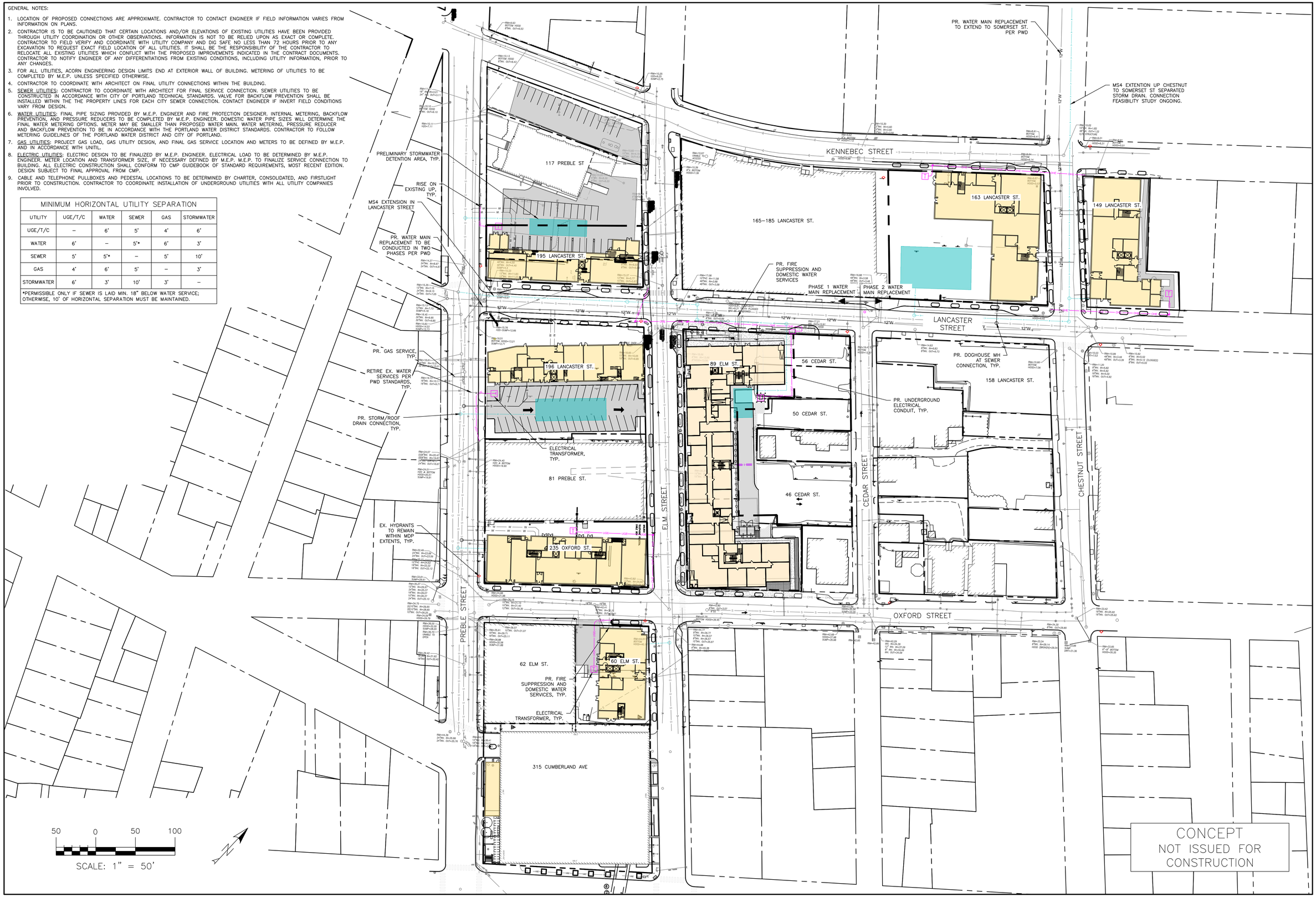
GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
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MASTER DEVELOPMENT PLAN	WHS 12/23/22
MDP RESUBMISSION	WHS 4/7/23

DRAWING NAME: PRELIMINARY UTILITY PLAN

PROJECT NAME: WEST BAYSIDE MASTER DEVELOPMENT PLAN

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

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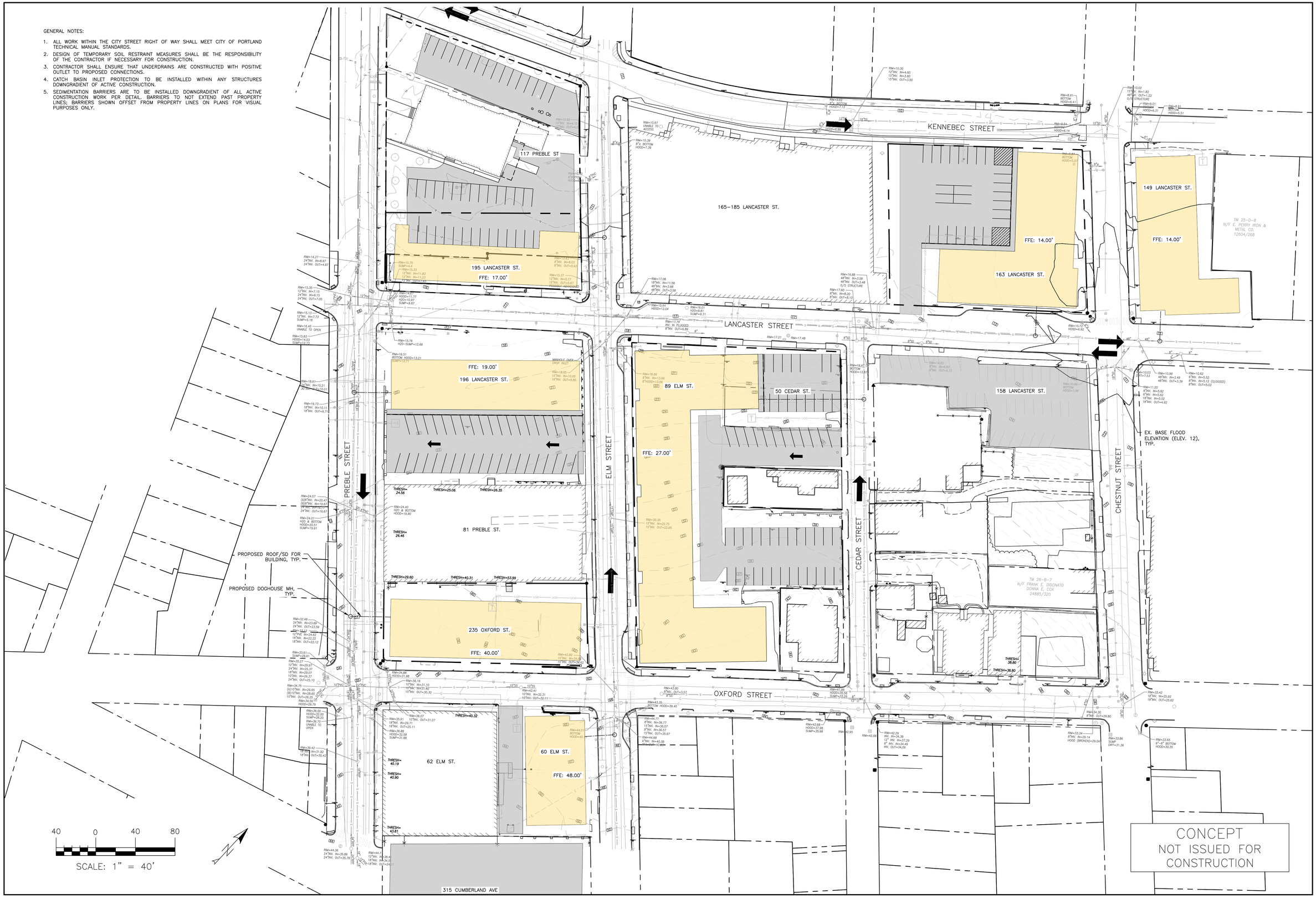
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STATE OF MAINE
WILLIAM H. SAVAGE
11419
4/7/2023
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-20

GENERAL NOTES:

1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
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ISSUED FOR	BY DATE
CONCEPT	WHS 12/9/22
MASTER DEVELOPMENT PLAN	WHS 12/23/22

DRAWING NAME: **PRELIMINARY GRADING PLAN**

PROJECT NAME: **WEST BAYSIDE MASTER DEVELOPMENT PLAN**

CLIENT: WEST BAYSIDE PARTNERS, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC.
THESE PLANS SHALL NOT BE MODIFIED WITHOUT PERMISSION OF ACORN ENGINEERING, INC. AND IF MODIFIED, UNLESS OTHERWISE AGREED TO IN WRITING BY ACORN ENGINEERING, INC., THE MODIFYING PARTY SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH SUCH MODIFICATIONS, AND SHALL INDEMNIFY AND HOLD HARMLESS ACORN ENGINEERING, INC. FROM ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH SUCH MODIFICATIONS.

ACORN ENGINEERING, INC.
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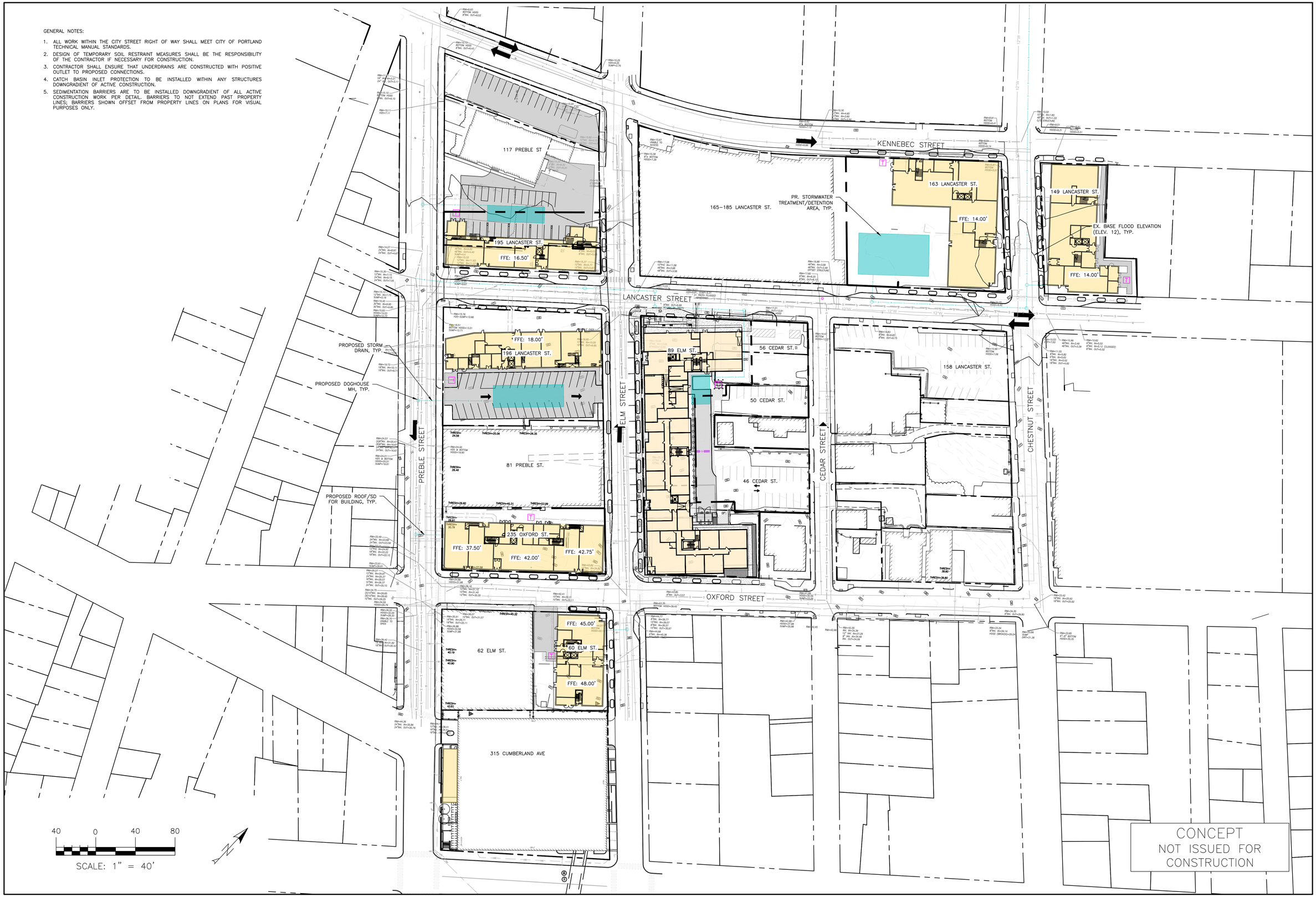
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STATE OF MAINE
WILLIAM H. SAVAGE
11419
12/23/2022
REGISTERED PROFESSIONAL ENGINEER

DRAWING NO.
C-30

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CONCEPT
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
CONCEPT	WHS 12/9/22
MASTER DEVELOPMENT PLAN	WHS 12/23/22

DRAWING NAME: **PRELIMINARY GRADING PLAN**

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P.O. BOX 1140, KENNEBUNK, MAINE 04043
(207) 775-2655

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DRAWN BY:	MKT
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
4/7/2023
REGISTERED PROFESSIONAL ENGINEER

DRAWING NO.
C-30

Planning Board Report
Planning and Urban Development Department

RE: Changes to Remote Participation Policy

Submitted to:	Portland Planning Board	**Prepared By:**	Matthew Grooms
Public Hearing Date:	April 25, 2023	**Date:**	April 21, 2023

I. OVERVIEW

On July 27, 2021, the Planning Board adopted the current Remote Participation Policy (Attachment A) in response to the impending expiration of the Governor's Emergency Orders and other temporary changes made by the State Legislature to Maine's public meeting laws, which temporarily permitted remote public meetings due to the Covid-19 pandemic. This emergency order and temporary legislative change expired on July 30, 2021.

Prior to its expiration, the Legislature passed a law (1 M.R.S.§ 403-B) which permitted remote participation for public meetings on a permanent basis, subject to the adoption of a written policy by the hosting Board, Committee or Commission that permitted meaningful opportunities for the public, City staff and applicants to participate remotely when a public meeting is held remotely. This law was the basis for the Planning Board's current remote participation policy.

The Legislature has since amended 1 M.R.S.§ 403-B to permit remote participation under broadened circumstances, which includes opportunities for both fully remote and hybrid meetings. Based upon this amended law, the City Council adopted a revised remote participation policy (Attachment B) on February 6, 2023. Background information supporting the adoption of this policy is contained within Attachment C.

The draft Remote Participation Policy of the Planning Board (Attachment D) is modeled off of the City Council's adopted policy, and would need to be formally adopted by the Planning Board to supersede the Board's current policy.

II. PROPOSED MOTION

The Planning Board moves to [Approve / Not Approve] the revised Remote Participation Policy of the Planning Board as drafted.

III. ATTACHMENTS

A. Current Remote Participation Policy of the Planning Board (7.27.2021)
B. Adopted Remote Participation Policy of the City Council (2.6.2023)
C. City Council Memo regarding Revised Remote Participation Policy
D. Proposed Remote Participation Policy of the Planning Board

REMOTE PARTICIPATION POLICY OF THE CITY OF PORTLAND PLANNING BOARD

[To be considered JULY 27, 2021]

Pursuant to 1 M.R.S. § 403-B, and after public notice and a hearing, the Portland Planning Board hereby adopts the following policy to govern the participation, via remote methods, in public proceedings or meetings of the Portland Planning Board (hereinafter referred to as "Board").

Members of the Board are expected to be physically present for meetings except when not practicable, such as in the case of an emergency or urgent issue that requires the Board to meet via remote methods, or an illness or temporary absence of a Board member that causes significant difficulty traveling to the meeting location. The Chair or other presiding officer, in consultation with other members of the Board if appropriate and possible, will make a determination that remote methods of participation are necessary in as timely a manner as possible under the circumstances. And a Board member who is unable to attend a meeting in person will notify the Chair or other presiding officer as far in advance as possible.

Remote methods of participation may include telephonic or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions.

The public, City staff and applicants before the Board will be provided a meaningful opportunity to attend via remote methods when any member of the Board participates via remote methods or when remote methods are available and operational at a given Board meeting. If public input via remote methods is allowed or required at a meeting, an effective means of communication between the Board and the public will also be provided. The public will additionally be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire Board to meet using remote methods.

Notice of all Board meetings will be provided in accordance with 1 M.R.S. § 406, and the City Charter, City Code or policy, if applicable. When the public may attend via remote methods, the notice will include the means by which the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify the location where the public may attend the meeting in person. The Board will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires it to meet using remote methods of attendance.

The Board will make all documents and materials to be considered by it during a meeting available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred.

All votes taken during a Board meeting using remote methods will be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the Board and the public. A member of the Board who participates remotely will be considered present for purposes of establishing a quorum and voting. This policy will remain in force indefinitely unless amended by the Board.

Order 133-22/23
Passage: 9-0 on 2/6/2023

Effective 2/16/2023

KATE SNYDER (MAYOR)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK DION (5)

ORDER ADOPTING THE REVISED REMOTE PARTICIPATION POLICY OF THE PORTLAND CITY COUNCIL

ORDERED, that the revised Remote Participation Policy of the City of Portland City Council is hereby adopted as attached hereto.

REMOTE PARTICIPATION POLICY
OF THE
PORTLAND CITY COUNCIL

ADOPTED BY ORDER 133-22/23 on February 6, 2023

Pursuant to 1 M.R.S. § 403-B, and after public notice and a hearing, the Portland City Council hereby adopts the following policy to govern remote methods of participation in public proceedings or meetings (collectively, "meetings") of the Portland City Council and all City Council Committees (hereinafter collectively referred to as "Council").

In addition to conducting meetings with in-person participation, the Council conducts meetings with two other types of participation: remote and hybrid.

Remote meetings allow Council members and the public to participate only by telephonic or video technology allowing simultaneous reception of information but may include other means necessary to accommodate disabled persons (referred to herein as "remote methods of participation"). Remote meetings will not be by text-only means such as e-mail, text messages, or chat functions.

Hybrid meetings allow Council members and the public to participate in-person or by remote methods of participation. Members of the Council are encouraged to participate in-person for hybrid meetings.

Prior to each meeting, the Mayor, chair or other presiding officer, in consultation with other members of the Council if appropriate and possible, will determine whether participation at a meeting will be in-person, remote, or hybrid in as timely a manner as possible under the circumstances. Any Council member who is unable to attend a meeting in-person will notify the Mayor, chair or other presiding officer as far in advance as possible.

The public, City staff and applicants before the Council will be provided a meaningful opportunity to attend a meeting via remote methods of participation when any member of the Council participates via remote methods or when remote methods are available and operational at a given Council meeting. If public input via remote methods is allowed or required at a meeting, an effective means of communication between the Council and the public will also be provided. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent situation that requires the entire Council to meet only by remote methods.

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the case of an emergency or urgent issue that requires it to meet using remote methods of attendance.

The Council will make all documents and materials to be considered by it during a meeting available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred.

All votes taken during a Council meeting using remote methods will be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the Council and the public. A member of the Council who participates remotely will be considered present for purposes of establishing a quorum and voting.

This policy will remain in force indefinitely unless amended by the Council.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: January 23, 2023

SUBJECT: Order 133-22/23 Approving the Revised Remote Participation Policy of the Portland City Council - Sponsored by Kate Snyder, Mayor

SPONSOR: Mayor Kate Snyder
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading **Final Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: The revised remote meeting policy has been reviewed and approved by Corporation Council.

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

On July 19, 2021, by Order 18-21/22, the CIty Council adopted its current remote participation policy. Since then, the Legislature amended1 M.R.S.§ 403-B, the law allowing remote participation in public meetings, to allow remote participation under broadened circumstances. With the adoption of the revised remote participation policy included in the backup materials, meetings of the City Council and its committees may continue to be held with the option of remote participation in most circumstances. Notice of the hearing for this item on the agenda was done is in accordance with 1 MRS § 406(2)(A), the City Charter, and Portland City Code.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is $50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Adopting Revised Remote Participation Policy 2.6.2023

Prepared by:
Date: 01/23/2023

REMOTE PARTICIPATION POLICY OF THE PLANNING BOARD

ADOPTED on _____, 2023

Pursuant to 1 M.R.S. § 403-B, and after public notice and a hearing, the Planning Board of the City of Portland, Maine, hereby adopts the following policy to govern remote methods of participation in public proceedings or meetings (collectively, "meetings") of the Planning Board (hereinafter collectively referred to as the "Board").

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This policy will remain in force indefinitely unless amended by the Board.

Planning Board Report
Planning and Urban Development Department

Dougherty Commons Redevelopment
57 Douglass Street
Major Site Plan Amendment Application (PL-002271-2022)
Maine Cooperative Development Partners, Applicants

Submitted to:	Portland Planning Board	**Prepared By:**	Sean King, Urban Designer
Public Hearing Date:	April 25, 2023	**Date:**	April 21, 2023

I. INTRODUCTION

Maine Cooperative Development Partners is seeking a Major Site Plan Amendment to the previously approved Major Site Plan and Inclusionary Zoning conditional use application, that was approved by the Planning Board on May 24, 2022.



Figure 1: Approximate Development Site

The proposed amendment is to increase the total number of residential units from 120 to 125, with the additional five units being added to Phase 2. Under this proposal, the two-story townhouses, totaling 14 units, which were proposed along the western edge of the site would be replaced by a two-story, four-unit townhouse building, and a separate three-story, 16-unit rowhouse building. A full background discussion and description of the overall proposal and surrounding area appears in the Planning Board Report for the original site plan approval (PL-001888-2021) Attachment 3.

This application is being referred to the Planning Board for compliance with the City of Portland's Land Use Code Site Plan Standards, Section 14.1 and Inclusionary Zoning Conditional Use Standards, Section 18.2.3.

The Planning and Urban Development Department mailed 101 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the April 15 and 18, 2023 editions of the *Portland Press Herald*.

Applicants:	Maine Cooperative Development Partners
Engineer:	Sam Lebel, Acorn Engineering
Architects:	Adam Wallace, Kaplan Thompson Architects
Landscape Architect:	Seth Kimball, Aceto Landscape Architects



Figure 2: Aerial View of Site (facing north)

II. REQUIRED REVIEWS

The proposed amendment would increase the number of residential units within Phase 2 of this development from 57 to 62. The scope of the Planning Board's review is limited to only those standards impacted by the amendment. Where not specifically referenced in the report, the associated Planning Board approval dated May 24, 2022 (PL-001888-2021) would remain applicable.

Review	*Applicable Standards*
Site Plan	Section 14.6
Inclusionary Zoning Conditional Use	Section 18.2.3
Design Review	City of Portland Design Manual Section (h) Planned Residential Unit Development (PRUD)

III. PROJECT DATA

Existing Zoning	R-5a Residential
Property Size	146,011 square feet (3.34 acres)
Existing Use	Vacant Lot
Proposed Use	Planned Residential Unit Development (PRUD), Multi-family housing

	2022 Approval (PL-001888-2021)	*Proposed Amendment*	*Net Change*
Building Floor Area	120,345 SF	122,159 SF	+1,814 SF
Impervious Surface Area	80,382 SF	80,247 SF	-135 SF
Parking Spaces	78	78	0 spaces
Bicycle Parking Spaces	50	50	0 spaces
EV Charging Stations	16	16	0 stations

IV. BACKGROUND

On May 24, 2022, the Planning Board approved Maine Cooperative Development Partners and the Szanton Company's Major Site Plan application (PL-001888-2021) to construct eight new buildings creating a total of 120 residential units, including 61 affordable units, intended to be built-out over two phases.

Phase 1 is led by the Szanton Company and would involve construction of a five-story apartment building with 63 residential units (approximately 64,615 SF), 46 of which would be deed restricted workforce housing units. Phase 1 includes building a total of 56 parking spaces—including 11 electric vehicle charging stations.

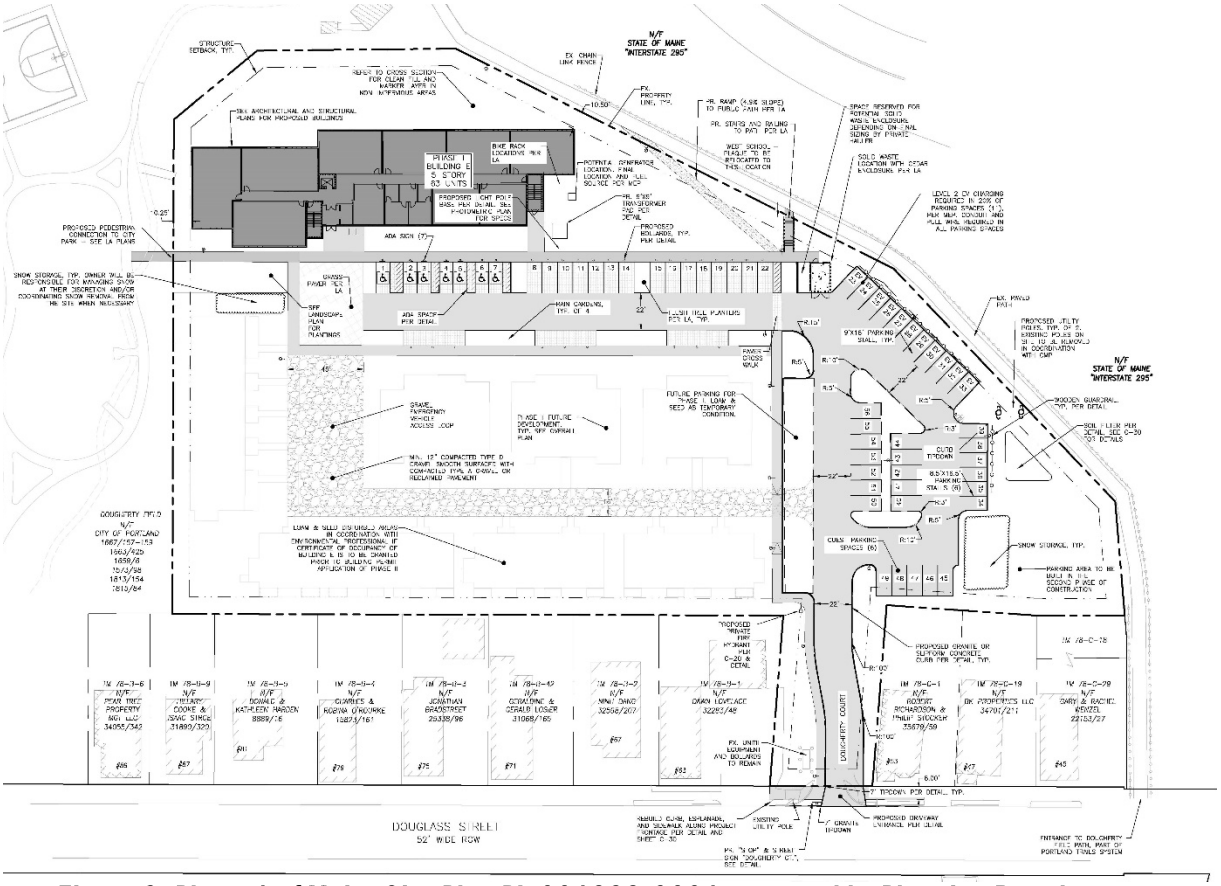


Figure 3: Phase 1 of Major Site Plan PL-001888-2021 approved by Planning Board

As proposed in the original application (PL-001888-2021), Phase 2 was to be led by Maine Cooperative Development Partners, and would involve the construction of seven multi-family buildings totaling 57 residential units (approximately 55,730 square feet), 15 of which would be deed restricted workforce housing units under a limited equity cooperative model managed by Maine Cooperative Development Partners. Phase 2 included a total of 22 parking spaces and five EV charging stations.

As a condition of the Planning Board's approval, the applicant was required to either submit an updated site plan to increase the number of off-street parking spaces by four, from 78 to 82 spaces, or pay the equivalent fee in-lieu into the City's Sustainable Transportation Fund or submit a supplemental parking analysis demonstrating the adequacy of 78 parking spaces to meet parking demand for the development. This parking requirement was established by the Planning Board based upon the recommendation of the City's Consulting Traffic Engineer. To satisfy the condition of approval, the applicant has chosen to submit an updated parking demand analysis demonstrating that 78 parking spaces is sufficient to meet anticipated demand showing 108 affordable units will be provided and therefore supports the proposal for 78 parking spaces.

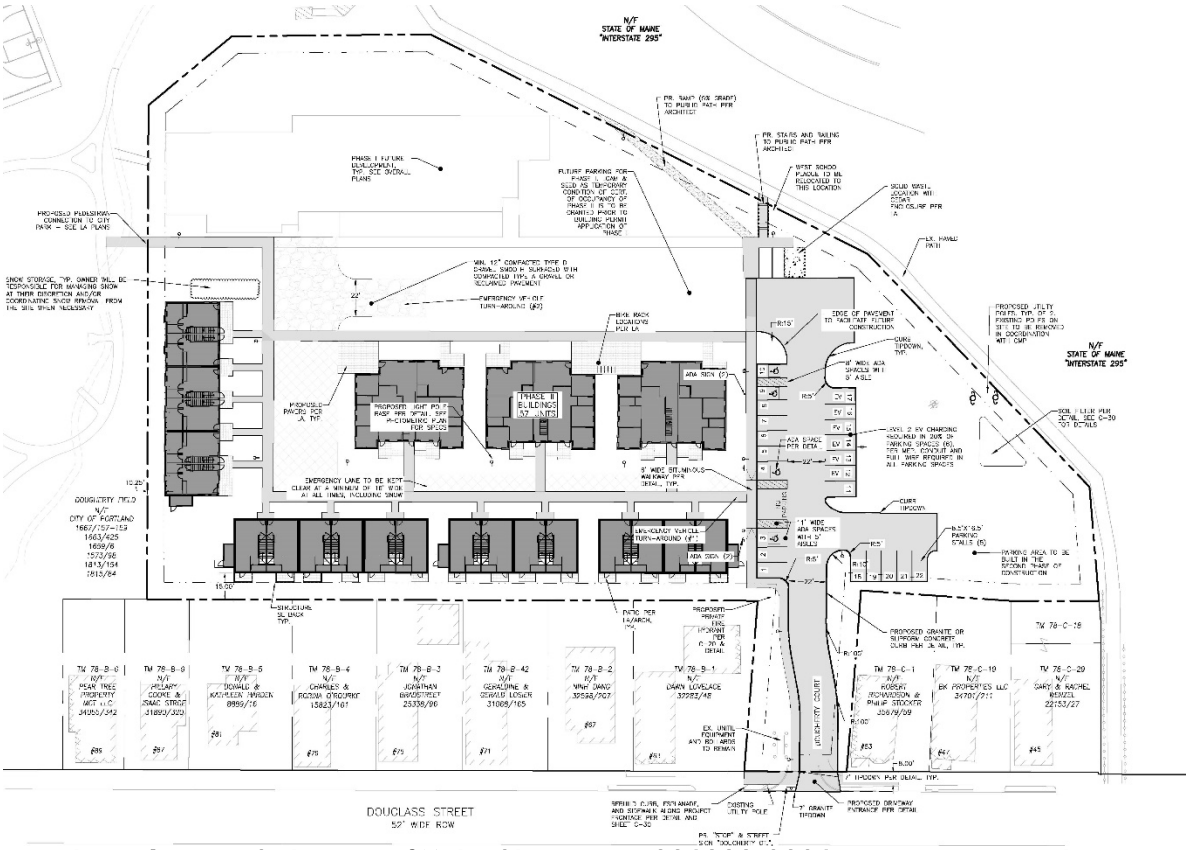


Figure 4: Phase 2 site plan of Major Site Plan PL-001888-2021 approved by Planning Board

V. PROPOSED DEVELOPMENT (AMENDMENT)

Maine Cooperative Development Partners proposes to modify the Phase 2 development plan (Plan 6a) by changing one, two-story, six-unit townhouse into a two-story, four-unit townhouse and replacing two, two-story, four-unit townhouses with one, three-story, 16-unit rowhouse building along the western property line. This amendment would result in an additional five residential units, increasing the total number of residential units for Phase 2 from 57 to 62, and for the development as a whole from 120 to 125.

The three community flat buildings would remain at the center of the site and would include a reduction in one unit to include additional community space for the residents on the ground floor.

The amended Phase 2 plan would include a total of 26 one-bedroom, 14 two-bedroom, and 22 three-bedroom units.

This amendment provides a revised parking analysis (Applicant Submittal C) based on the proposed 125 units, with 108 affordable units. The City's Consulting Traffic Engineer has reviewed the parking and traffic analysis and finds the five additional residential units will have little impact on traffic and does not expect to create mobility or safety concerns. Based on parking demand of 74 spaces in the ITE parking generation summary – alternative LUC analysis table, the City's Consulting Traffic Engineer finds the applicant's proposal for 78 parking spaces to be sufficient.

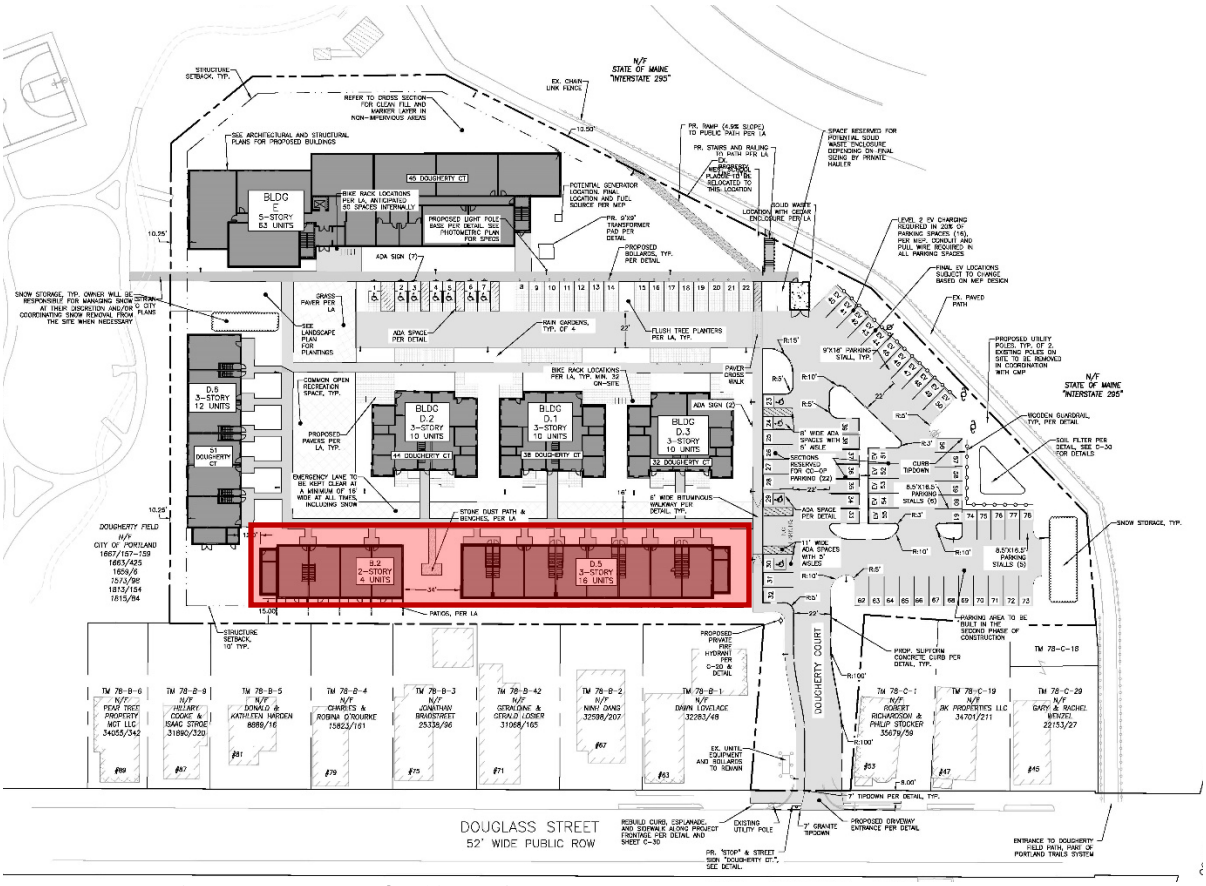


Figure 5: Overall site plan for Major Site Plan Amendment. Amendment area highlighted in red.

VI. ZONING ANALYSIS

The subject property is located in the R-5a Residential zone. This amendment for the Phase 2 PRUD includes permitted uses in the R-5a Residential zone according to Land Use Code Table 6-A.

This project would provide more than 50% of the total number of units as low-income or workforce units for rent or for sale, and would therefore be eligible to take advantage of dimensional bonuses available to PRUD developments under Article 18 of the City's Land Use Code. Staff analyzed the amendment proposal and found that the project complies with all dimensional requirements. Please note that the analysis below summarizes zoning compliance of both phases of this development, including already approved portions of the site not changing under this amendment application. This comprehensive zoning analysis is provided to demonstrate continued compliance of the development as a whole with the PRUD dimensional requirements.

R-5a Residential Zone	***Permitted***	***PRUD Dimensional Bonus Applied[1]***	***Proposed***
Street Frontage (min.)	50 feet	N/A	60 feet
Lot Width (min.)	60 feet	N/A	247 feet
Front Setback (min.)	25 feet	10 feet	10 feet
Rear Setback (min.)	25 feet	10 feet	10 feet

[1] Planned Residential Unit Developments (PRUD) developments with more than 50% of the units as low-income or workforce units for rent or for sale may utilize dimensional bonuses and changes listed under Land Use Code Section 18.2.4.B.

Right Side Setback (min.)	14-16 feet (varies)	10 feet	10 feet
Left Side Setback (min.)	14-16 feet (varies)	10 feet	10 feet
Stepbacks	N/A	N/A	N/A
Lot Coverage (max.)	30%	N/A	23%
Off Street Parking Spaces	125 spaces	N/A	78 spaces
Lot Area (min.)	2 acres	N/A	3.34 acres
Net land area per dwelling unit (min.)	1,600 sq. ft.	800 sq. ft.	1,168 sq. ft.
Units per building (max)	N/A	N/A	N/A
Average number of units per building	N/A	N/A	N/A
Structure Height	55 feet	N/A	53 feet
Building length	N/A	N/A	N/A
Bldg setback from external subdivision property lines (min.) for bldg. length 100 ft. or less	25 ft.	10 feet	10 feet
Bldg setback from external subdivision property lines (min.) for bldg.. length greater than 100 ft.	35 ft.	10 feet	10 feet
Distance between detached PRUD dwelling units (min.)	N/A	N/A	N/A
Common recreation open space area (min.)	200 sq.ft./D.U	(200 sq. ft./D.U - Minimum contiguous size and setbacks do not apply and shall be set through site plan review)	300 sq. ft./D.U.

VII. CONDITIONAL USE INCLUSIONARY ZONING (IZ)

As required by Section 18.2.3 of the City's Land Use Code, the City's Inclusionary Zoning Ordinance, residential developments with ten or more units are required to provide a minimum of twenty-five percent of the dwelling units as Workforce Housing units. Per section 18.2.3 C (5), the number of bedrooms in the units shall be 10% of the total number of bedrooms in the development.

The Phase 2 amendment proposes to add five units, which would increase the number of units from 57 units to 62 units. A minimum of 16 workforce housing units are required to satisfy the IZ requirement for this phase. The proposed amendment would include 17 workforce units and a total bedroom breakdown of 26 one-bedroom, 14 two-bedroom, and 22 three-bedroom units, which meets the requirements set forth in Section 18.2 so long as these affordability restrictions are maintained for a minimum of 30 years. The City has prepared a draft condition of approval that would require the applicant to enter into an Affordable Housing Agreement (AHA) with the City prior to issuance of a building permit.

VIII. SITE PLAN REVIEW STANDARDS (Section 14.6)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's Site Plan Ordinance, Section 14.6. Staff comments are below.

1. Transportation Standards (Section 14.6.1)

A. Impact on surrounding street systems

The proposed development is located off of Douglass Street, a local street, which connects two principal arterial roadways; Congress Street to the south and Brighton Avenue to the north. Both arterials are priority corridors identified in the City's Comprehensive Plan.

The application anticipates increasing traffic by moderate levels, with peak hours identified on weekends, primarily on Saturday with 74 peak hour trips expected. The applicant's revised traffic analysis has been

reviewed by the City's Consulting Traffic Engineer who finds it to be reasonable, and reports that there are no high crash locations in the vicinity. In general, the City's Consulting Traffic Engineer finds the increase in overall residential units by five will have little impact on changes to traffic impacts from the previously approved project. The project would not be expected to create mobility or safety concerns.

B. Access and circulation
No proposed amendments to approved plans on 5/24/2022 to this particular review standards.

C. Public transit access
Not applicable.

D. Parking
To satisfy the previous Planning Board condition of approval the applicant is requesting a reevaluation of the parking requirement based on an updated analysis of this development's anticipated parking demand. The applicant references the Institute of Transportation Engineers (ITE) affordability definition in support of their request for 78 off-street parking stalls.

For major site plans, the Planning Board shall establish the off-street parking requirement based upon a parking study.

This amendment application proposes 78 parking spaces to meet the overall demand of all 125 residential units – a ratio of 0.53 spaces per affordable housing unit and a ratio of 0.71 per market rate mid-rise multi-family units. As part of the total parking space allotment, Phase 1 includes 37 spaces and Phase 2 includes 33 spaces, which the applicant believes is an appropriate amount of parking to serve each phase of the development, given that more than half of the units will be offered as affordable. In support of this request, the applicant has provided a parking analysis (Applicant Submittal C) calculating peak parking demand based upon industry parking generation rates (per Transportation Engineers (ITE) publication, Parking Generation, 5th Edition).

The City's Consulting Traffic Engineer has reviewed the applicant's updated parking analysis and estimates a parking demand of 74 spaces, and finds that the provision of 78 parking spaces is reasonable.

E. Transportation demand management (TDM)
Not Applicable.

2. Environmental Quality Standards (Section 14.6.2)

A. Preservation of significant natural features
Not applicable. The applicant has indicated that there are no significant natural features present on site.

B. Landscape preservation
No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

C. Site landscaping and buffers
This amendment to Phase 2 would provide additional trees within the site to define a courtyard area for residents between the two-story townhouse and three-story rowhouse buildings. No additional street trees are provided and the applicant shall be required to contribute to the City's tree fund for the five additional residential units.

D. Water quality/storm water management/erosion control
No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

3. Public Infrastructure and Community Safety Standards (Section 14.6.3)

A. Consistency with City Master Plans

No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

B. Public safety and fire prevention

No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

C. Availability and capacity of public utilities

No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

4. Site Design Standards (Section 14.6.4)

A. Massing, ventilation, and wind impact

The massing of the proposed townhouse, rowhouses, and courtyard flats are consistent with the existing two and three-story buildings found in the vicinity.

B. Shadows

No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

C. Snow and ice loading

No proposed amendments to the approved plans for Application PL-001888-2021 related to this particular review standard.

D. View corridors

Not applicable. There are no designated view corridors within the project vicinity.

E. Historic resources

Not applicable. The proposed development is not located in or within 100 feet of a historic district or historic landmark.

F. Exterior lighting

The applicant has submitted an updated lighting plan (Applicant Submittal E) and lighting cut sheets. Staff has reviewed the applicant's lighting plan and associated information and find that all site lighting meets the requirements contained in Section 12 of the City's Technical Manual.

G. Noise and vibration

No adverse impacts related to noise and vibration are anticipated as mechanical equipment is either screened and located away from residential properties. The applicant has stated that the HVAC system will meet the applicable state and federal emissions requirements and will also be screened and directed away from abutters.

H. Signage and wayfinding

No wayfinding signage is currently proposed, and only signage shown on plans is related to vehicular access.

I. Zoning-related design standards



Figure 6: Rendering of Major Site Plan PL-001888-2021 approved by Planning Board

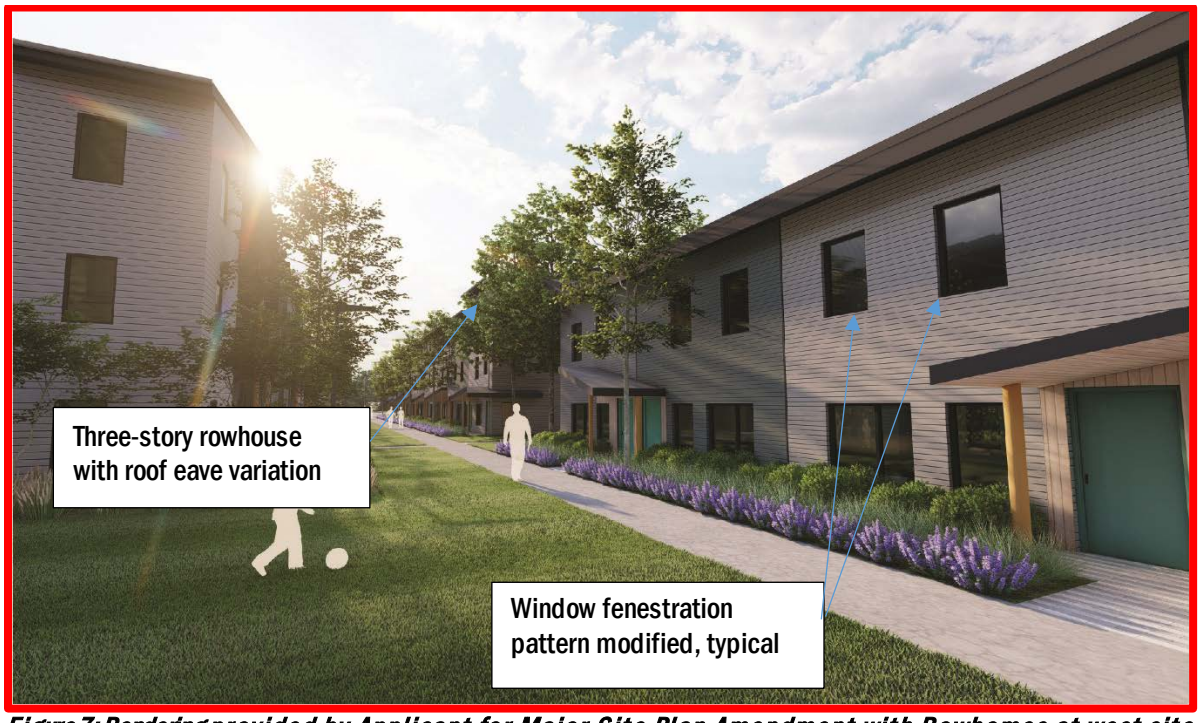


Figure 7: Rendering provided by Applicant for Major Site Plan Amendment with Rowhomes at west site.

The proposal is subject to meeting the applicable Planned Residential Unit Development (PRUD) design standards under Section (h) of the City's Design Manual. The applicant has submitted updated elevations and renderings with an accompanying architectural narrative (Plans 24-35e; Applicant Submittal B).

The amendment plans for Phase 2 were reviewed by the City's Urban Designer (Attachment 6) against the Planned Residential Unit Development (PRUDs) in the R-5a Residential Zones design standards. The applicant has proposed a transition in building heights, ranging from two-story and three-story residential buildings with added variation to the rowhouse roof eave condition and window fenestration pattern that staff find appropriate.

IX. PUBLIC COMMENT

Planning staff have received two written public comments (PC1, 2). In general feedback included concerns for the increase of units and generation of parking throughout the neighborhood.

X. STAFF RECOMMENDATION

Subject to the proposed motions listed below, Planning & Urban Development Department staff recommends that the Planning Board approve application #PL-002271-2022 to amend PL-001888-2021 as described in this report.

XI. PROPOSED MOTIONS

A. 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 April 25, 2023 for application # PL-002271-2022 relevant to Portland's Inclusionary Zoning Conditional Use Standards and other regulations, and the testimony presented at the Planning Board public hearing, the Planning Board, **[finds/does not find]** the proposed conditional use for workforce housing meets the standards of Section 18.2 with the following conditions:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. That the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) for workforce housing units to reflect the addition of five residential units.

PRIOR TO ISSUANCE OF CERTIFCATE OF OCCUPANCY

2. That the Affordable Housing Agreement (AHA) be filed as covenant to the 57 Douglass Street (i.e. 43 and 91 Douglass Street) property's deed with the Cumberland County Registry of Deeds.

B. SITE PLAN REVIEW

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 April 25, 2023 for application # PL-002271-2022 relevant to the site plan regulations; and the testimony presented at the Planning Board hearing, the Planning Board [**finds/does not find**] that the plan is in conformance with the site plan standards of the Land Use Code

PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

1. Due to site constraints preventing the planting of required street trees, the remaining forty-eight street trees as required in Land Use Code Section 14.6.2.C.4 cannot be met, and the applicant shall contribute to the tree fund in the amount of $400 per tree for a total of $19,200.

XII. ATTACHMENTS

REPORT ATTACHMENTS

1. Request for Proposals #2020-2
2. City Council Order 72-21_22

3. 57 Douglass St Approval letter 05-24-2022
4. Consulting Traffic Engineer Comments (dated 02-13-2023)
5. DPW comments (dated 04-18-2023)
6. Urban designer design review memo (dated 04-12-2023)

APPLICANT'S SUBMITTAL

A. Site plan amendment cover letter
B. Architectural narrative amendment
C. Parking analysis
D. Traffic memorandum
E. Site lighting amendment
F. Notice of public meeting

PLANS

Plan 1. Cover Sheet & Legend
Plan 2. General Notes
Plan 3. Boundary & Topographic Survey
Plan 4. Construction Management Plan
Plan 4a. Construction Management Plan Phase I
Plan 4b. Construction Management Plan Phase II
Plan 5. Site Plan
Plan 6. Interim Phase I Site Plan
Plan 6a. Interim Phase II Site Plan
Plan 7. Utility Plan
Plan 8. Interim Phase I Utility Plan
Plan 8a. Interim Phase II Utility Plan
Plan 9. Grading & Drainage Plan
Plan 10. Interim Phase I Grading & Drainage Plan
Plan 10a. Interim Phase II Grading & Drainage Plan
Plan 11. Site Details - 1
Plan 12. Site Details - 2
Plan 13. Utility Details - 1
Plan 14. Utility Details - 2
Plan 15. Drainage Details - 1
Plan 16. Drainage Details - 2
Plan 17. Erosion & Sedimentation Details & Control Notes
Plan 18. Erosion & Sedimentation Details & Control Notes
Plan 19. Landscaping Materials Plan
Plan 19a. Landscaping Materials Plan Phase 1
Plan 19b. Landscaping Materials Plan Phase 2
Plan 20. Landscaping Planting Plan
Plan 20a. Landscaping Planting Plan Phase 1
Plan 20b. Landscaping Planting Plan Phase 2
Plan 24. Community Flats Ground Floor Plan A1
Plan 24a. Community Flats Ground Floor Plan A2
Plan 25. Community Flats Ground Floor Plan A3
Plan 26. Community Flats Second Floor Plan A1-A3
Plan 27. Community Flats Third Floor Plan A1-A3
Plan 29. Rowhome Ground Floor Plan
Plan 29a. Rowhome Second Floor
Plan 29b. Rowhome Third Floor

Plan 29c. Rowhouse Elevations – 12 unit
Plan 30. Community Flats Elevations
Plan 31. Townhouse Elevations
Plan 31a. Townhouse Ground Floor
Plan 31b. Townhouse Second Floor
Plan 32. Rowhouse Ground Floor Plans – 16 unit
Plan 32a. Rowhouse Second Floor Plans – 16 unit
Plan 32b. Rowhouse Third Floor Plans – 16 unit
Plan 32c. Rowhouse Elevation Plans – 16 unit
Plan 33. Cooperative Rending 1
Plan 34. Cooperative Rending 2
Plan 35. Cooperative Rending 3
Plan 35a. Cooperative Rending 4
Plan 35b. Cooperative Rending 5
Plan 35c. Cooperative Rending 6
Plan 35d. Cooperative Rending 7
Plan 35e. Cooperative Rending 8
Plan 35f. Cooperative Rending 9
Plan 35g. Cooperative Rending 10
Plan 35h. Cooperative Rending 11
Plan 36. Site Lighting layout plan

PUBLIC COMMENT

PC1. Frank Sanfilippo 02-14-2023
PC2. Mary DiDonato 02-22-2023

CITY of PORTLAND, MAINE
Request for Proposals for Disposition of City-Owned Property
Located at 43 & 91 Douglass Street
RFP #2020-2

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 43 & 91 Douglass Street. The site is designated on the City of Portland Tax Assessor's Map as lot CBL 078 C002 & 078 B007.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:15 p.m., Tuesday, June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 43 & 91 Douglass Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 43 & 91 Douglass Street, which currently is a vacant lot but was the former site of the West School.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) on the recommendation of the Housing Committee to market the City-owned vacant property located at 43 and 91 Douglass Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

a. Location: 43 & 91 Douglass Street, as identified in the City of Portland Assessor's records as lot CBL 078 C002 and 078 B007, in the R-5 zone. The lot includes the former site of the West School. The site for disposition includes a portion of 91 Douglass Street, but not the entire lot (See Attachment 2).

b. Existing Conditions: 43 & 91 Douglass Street is located on two parcels with frontage on Douglass Street in the Libbytown neighborhood. A right-of-way bisects the two parcels. The surrounding context is predominantly residential with the majority of homes in the area being one and multi-family structures. Dougherty Play Field abuts the property to the north.

c. Current use: Vacant lot.

d. General Dimensions: 43 Douglass Street (estimated at .3981 acres), and an estimated 2.85-acre portion of 91 Douglass Street.

e. Current Zoning: R-5. The minimum lot size in the R-5 zone is 6,000 square feet for residential development (single-family and two-family), 9,000 square feet for a multi-plex development (three-family or more), and 2 acres for a planned residential unit development (PRUD). This parcel would allow for residential, multi-family, and PRUD development. The minimum lot area per unit in a PRUD is 3,000 square feet; the maximum units per building is 12 units. At an estimated 141,570 square feet, the maximum number of residential units that could be developed within a PRUD is 47 units. For complete zoning requirements, please refer to Chapter 14, Land

Use, of the City Code.

f. Rezoning: Higher density zoning that furthers exceptional projects and other city goals as outlined in Section III may be considered. It should be noted that changes to zoning require both Planning Board and City Council approval.

g. Condition of the property at the time of sale: This parcel is the location of a former city-dump, and later the West School. A natural gas line and gas company easement are located in the right-of-way and the 43 Douglass Street parcel thus precluding development over these sites. A 40' wide sewer easement is also identified in the unbuildable portion of the site.

h. Environmental Conditions: A Phase II Environmental Site Assessment (ESA) has been completed to evaluate current environmental conditions. Based on findings, special soil disposal restrictions may be required. Participation in the Maine DEP Voluntary Response Action Program (VRAP) should be considered. The Phase II ESA will be available on-line.

i. Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income (AMI). Currently, 60% AMI for a family of four is $55,800 and 120% AMI for a family of four is $111,600.

   Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount.

   Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The development's buildings shall be designed to meet the City's Green Building Code.

3. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

4. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as an investment property. Units shall not be rented for short-term periods of one to thirty days.
- Property Sale Price. The City expects to receive Fair Market Value ("FMV") for the property.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
    a. 20 points - all units meet the City's Goals and Terms noted in Section III
    b. 15 points - at least 75% of the units meet the City's Goals and Terms noted in Section III
    c. 10 points - at least 50% of the units meet the City's Goals and Terms noted in Section III
    d. 0 points - project does not does not meet the City's Goals and Terms noted in Section III
2. Economic diversity - 10 points
    a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
    b. 0 points - does not promote economic diversity
3. Age Inclusive – 10 points
    a. 10 points – creates housing which is age inclusive
    b. 0 points – does not create housing which is age inclusive

Impact on surrounding neighborhood, including design. **25 points**

1. Project Design -15 points
    a. 15 points - the proposal is consistent with design characteristics
    b. 10 points - the proposal is an adequate fit with neighborhood characteristics
    c. 0 points - the design is a significant outlier
2. Amenities and unit design - 10 points
    a. 10 points - amenities & unit design are well thought out and appropriate for residents
    b. 5 points - amenities & unit design are adequate

c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion. 35 points

1. Readiness to proceed - 15 points
    a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
    b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
    c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s)
2. Track record of development team - 10 points
    a. 10 points - every development team member has a successful track record with this type of project and at this scale
    b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
    c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
    d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
    a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
    b. 8 points - development team members have the human and financial resources to complete this project
    c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
    d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).

b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.

c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.

f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.

g) **Purchase Price:** Proposed purchase price for the property.

h) **Copies:** Seven (7) copies, with the original so marked, and one (1) digital copy of each proposal shall be submitted.

V. SALE INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information, may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRS Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale of the property.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract, which shall be issued to the successful proposer

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:
A. Proposal Signature
B. Portland Assessor's Record
C Site Map
D Phase II ESA available online

PROPOSAL
NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____
(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:
(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND
(2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package**.

This page contains a detailed description of the Parcel ID you selected.

New Search!

Current Owner Information:

CBL	078 C002001
Land Use Type Verify legal use with Inspections Division	GOVERNMENTAL
Property Location	43 DOUGLASS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	78-C-2 DOUGLASS ST 43-53 REAR PROPOSED ST 17340SF
Rental Registration	No
Acres	0.3981

Current Assessed Valuation:

TAX ACCT NO.	10005	**OWNER OF RECORD AS OF APRIL 2019**
LAND VALUE	$49,000.00	CITY OF PORTLAND
BUILDING VALUE	$0.00	389 CONGRESS ST
MUNICIPAL TYPE	($49,000.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	$0.00	
TAX AMOUNT	$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

This page contains a detailed description of the Parcel ID you selected.

New Search!

Current Owner Information:

CBL	078 B007001
Land Use Type Verify legal use with Inspections Division	GOVERNMENTAL
Property Location	91 DOUGLASS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	78-B-7 DOUGLASS ST 91-105 195648 SF
Rental Registration	No
Acres	4.4915

Current Assessed Valuation:

TAX ACCT NO.	10005	**OWNER OF RECORD AS OF APRIL 2019** CITY OF PORTLAND
LAND VALUE	$489,100.00	
BUILDING VALUE	$0.00	389 CONGRESS ST
MUNICIPAL TYPE	($489,100.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	$0.00	
TAX AMOUNT	$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

ArcGIS Web Map

Estimated Site Area
Preliminary Survey Work Underway



3/10/2020, 12:45:58 PM

Override 1

1:1,685

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

City of Portland, DPS

Web AppBuilder for ArcGIS
City of Portland, Maine

Order 72-21/22
Passage: 7-0 (Fournier absent) on 10/18/2021 Effective 10/28/2021

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

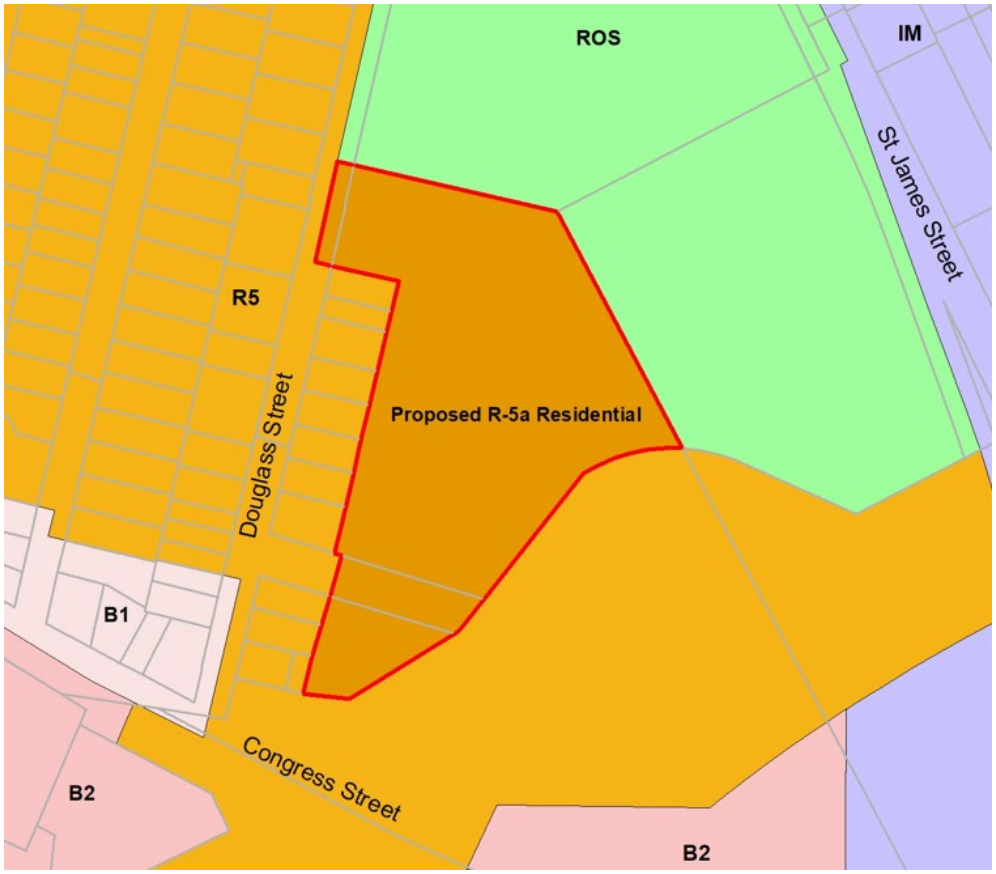
CITY OF PORTLAND
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

AMENDMENT TO ZONING MAP
RE: 43 AND 91 DOUGLASS STREET
FROM R-5 RESIDENTIAL TO R-5A RESIDENTIAL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the attached map change amendment and specifically rezoning property at 43 and 91 Douglass Street from R-5 Residential to R-5a Residential as shown in the bordered area in the map below.



CITY OF PORTLAND, MAINE

PLANNING BOARD

Maggie Stanley, Chair
Brandon Mazer, Vice Chair
Justin Barker
Marpheen Chann
Sean Murphy
David Silk
Austin Smith

May 26, 2022

The Szanton Company c/o Carl Szanton 482 Congress Street, Ste 203 Portland, ME 04101	Maine Cooperative Development Partners c/o Liz Trice; Matthew Peters 6 City Center, Floor 3 Portland, ME 04101	Acorn Engineering c/o Sam Lebel 65 Hanover Street Portland, ME 04101

Project Name: Dougherty Commons Redevelopment
Project ID: PL-001888-2021; CU-001900-2022
Address: 57 Douglass Street **CBL:** 078 B007; 078 C002
Applicants: The Szanton Company (Phase 1);
Maine Cooperative Development Partners (Phase 2)
Planner: Jimmy Dealaman

Dear Mr. Szanton, Ms. Trice, and Mr. Peters:

On May 24, 2022, the Planning Board approved a Major Site Plan and Inclusionary Zoning Conditional Use application for the Dougherty Commons Redevelopment to construct two separate phases of residential development including 63 units (Phase 1) and 57 units (Phase 2) for a combined total of 120 new residential units (120,345 square feet) at 57 Douglass Street located in the R-5a Residential zone. The decision is based upon the application, documents and plans as submitted. The Planning Board reviewed the proposal for conformance with the standards of the Conditional Use Review for Inclusionary Zoning and Site Plan Ordinance. The Planning Board voted (5-0, Stanley and Chann absent) to approve the application with the following waiver and conditions as presented below.

Waivers

The Planning Board voted (5-0, Stanley and Chann absent) to waive the following Technical Manual standard:

1. Parking Lot Drive Aisle Width
   The Planning Board finds based upon the Consulting Traffic Engineer's Review, that extraordinary conditions exist or undue hardship may result from strict compliance with Technical Manual Section 1.14.3 which requires parking lot layouts provide a minimum drive aisle width of 24 feet, that substantial justice and the public interest are secured with the proposed

variation in this standard, and that variation is consistent with the intent of the ordinance. The Planning Board waives the Technical Standard, Section 1.14.3 to allow a reduced parking lot drive aisle width of 22 feet.

Inclusionary Zoning Conditional Use

The Planning Board voted (5-0, Stanley and Chann absent) to find the proposed conditional use for workforce housing does meet the standards of Land Use Code Section 18.2 with the following conditions:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. That the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) for workforce housing units as described in the memorandum from Housing Program Manager dated May 16, 2022.

PRIOR TO ISSUANCE OF CERTIFCATE OF OCCUPANCY

2. That the Affordable Housing Agreement (AHA) be filed as covenant to the 57 Douglass Street (i.e. 43 and 91 Douglass Street) property's deed with the Cumberland County Registry of Deeds.

Site Plan Review

The Planning Board voted (5-0, Stanley and Chann absent) to find that the plan is in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval:

PRIOR TO APPLYING FOR A BUILDING PERMIT

1. The applicant shall submit an updated site plan modifying their parking layout to provide four (4) additional parking spaces to meet the required 82 parking spaces on site, for review and approval by the Planning Authority or as an alternative the applicant may pay a fee-in-lieu into the Sustainable Transportation Fund pursuant to Land Use Code Section 19.1.7 for some or all the required parking spaces, which shall be paid on or before the date upon which certificate of occupancy is issued. Should the applicant submit sufficient documentation to the Planning Authority that demonstrates providing 73 affordable units (as documentation of a weekday peak hour average parking demand of 78 parking spaces), then this condition will not apply.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

2. The applicant shall provide a letter from the Portland Water District showing ability to serve.

3. The applicant shall submit an updated Construction Management Plan (CMP) for review and approval by the Planning Authority that specifies additional information regarding coordination of grading and sequencing between phases, updated plans for any modification to the stormwater treatment system, and documentation demonstrating the responsibilities of each owner to maintain stormwater infrastructure.

PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

4. Due to site constraints preventing the planting of required street trees, the remaining forty-three (43) street trees as required in Land Use Code Section 14.6.2.C.4 cannot be met, and the applicant shall contribute to the tree fund in the amount of $400 per tree for a total of $17,200.

Pursuant to Land Use Code Section 14.9.1 each phase of the project shall be independent of subsequent phases and shall conform to all standards contained under Article 6 of the City's Land Use Code in the event that subsequent phases do not go forward.

The approval is based on the submitted plans and findings related to site plan review as contained in the Planning Board report dated May 20, 2022 for application #PL-001888-2021, which is attached.

Standard Procedures
Note: The following standard procedures and requirements apply to all approved site plans:

1. Site Plan Expiration The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.

2. Separate Building Permits Are Required This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Permitting and Inspections Department.

3. Performance Guarantee and Inspection Fees A performance guarantee covering the site improvements and an inspection fee payment of 2.0% of the guarantee amount and three (3) final sets of plans must be submitted to and approved by the Planning and Urban Development Department and Public Works Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans.

4. Construction Management Plans The applicant, contractor and subcontractors are required to conform to the approved Construction Management Plan, and all conditions contained within the project's approval, for the entire duration of the project. Any amendments to the approved Construction Management Plan shall be reviewed and approved by the Department of Public Works prior to the execution. The Planning Authority and the Department of Public Works have the right to seek revisions to an approved Construction Management Plan. The applicant shall coordinate the project's construction schedule with the timing of nearby construction activities to avoid cumulative impacts on a neighborhood and prevent unsafe vehicle and pedestrian movements. Accordingly, nearby construction activities could involve a delay in the commencement of construction.

5. Preconstruction Meeting Prior to the release of a building permit and scheduling of a preconstruction meeting, a hard copy set of approved plans shall be submitted to the Development Review Coordinator. A pre-construction 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 Development Review Coordinator will confirm that the contractor is working from the approved site plan and the approved Construction Management Plan. The site/building contractor shall provide one (1) copy of a detailed construction schedule to the attending City representative. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-

construction meeting.

6. Department of Public Works Permits If work or obstructions will occur within the public right-of-way, such as utilities, curb, sidewalk, driveway construction, site deliveries and equipment siting, a Street Opening and/or Occupancy Permits are required for your site. Please contact the Department of Public Works Permit Clerk at (207) 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

7. Develop Site According to Plan The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Any modifications of an approved site plan or alteration of a parcel, or of any approved exterior elevations, which were the subject of site plan approval after May 20, 1974, shall require the prior approval of an amended site plan by the Planning Board or Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.

8. Stormwater Management The owner/operator of an approved stormwater management system, and all assigns shall comply with the conditions of Chapter 32, Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements.

   A maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form, shall be submitted for review by Corporation Counsel. Once approved, the document shall be signed and recorded at the Cumberland County Registry of Deeds prior to the issuance of a building permit. Final copies shall be submitted to both the Department of Planning and Urban Development and the Department of Public Works.

9. Third Party Inspections For all sites with one acre or greater of disturbance, the applicant shall retain the services of a third-party inspector for the duration of construction until final site stabilization is in place. The inspection is required in order to ensure that all construction and stabilization activities comply with the approved drawings and specifications; that field decisions regarding erosion control implementation, stormwater system installation, and natural resource protection are based on sound engineering and environmental considerations; and that any changes to the development's erosion control plan, stormwater management plan, or final stabilization plan is communicated to the City of Portland for additional review and approval.

   The inspector will submit weekly written reports to the Stormwater Coordinator(s) in the Water Resources Division of Public Works. Reports must include: project ID, project address, the date(s) and time(s) of inspection(s), site photographs of areas under construction, and the date(s) and approximate duration(s) of any rainfall events. The report will identify and describe any erosion problems or discharge of pollutants and what actions will be taken to address these issues and repair any damage to other properties or natural resources, actions to eliminate the erosion source, and actions to prevent future sediment discharges from the area.

10. Defect Guarantee A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

11. As-Built Final Plans Final sets of as-built plans shall be submitted digitally to the Planning and Urban Development Department, on a CD or DVD, in AutoCAD format (.dwg), release AutoCAD 2005 or greater. Please provide one hard copy of the mylar.

12. Mylar Copies Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to Public Works prior to the issuance of a certificate of occupancy.

13. Impact Fees New development or changes of use that result in net new residential dwelling units, non- residential building square footage, or water meters, are subject to the City of Portland's impact fee ordinance (Chapter 14, Article XVII). Impact fees are calculated at the time of building permit and must be paid prior to the certificate of occupancy. For more information, visit https://www.portlandmaine.gov/2409/Impact-Fees

The Development Review Coordinator must be notified five (5) working days prior to the date required for final site inspection. The Development Review Coordinator can be reached at the Planning and Urban Development Department at (207)874-8984. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact James Rather at (207) 874-8699 or via jrather@portlandmaine.gov.

Sincerely,



Maggie Stanley, Chair

Attachments:
1. Planning Board Report (5-20-2022)
2. Portland City Code: Chapter 32
3. Sample Stormwater Maintenance Agreement
4. Performance Guarantee Packet
5. Housing Program Manager Memo (5-16-2022)

Planning Board Report
Planning and Urban Development Department

Dougherty Commons Redevelopment
57 Douglass Street
Major Site Plan and Inclusionary Zoning Application
PL-001888-2021; CU-001900-2022
Maine Cooperative Development Partners; The Szanton Company, Applicants

Submitted to:	Portland Planning Board	**Prepared By:**	Jimmy Dealaman, Planner
Public Hearing Date:	May 24, 2022	**Date:**	May 20, 2022

I. INTRODUCTION

Maine Cooperative Development Partners and the Szanton Company is seeking a Major Site Plan and Inclusionary Zoning Conditional Use approval to facilitate construction of eight new residential buildings totaling approximately 120,345 square feet of floor area and creating a total of 120 residential units including 61 affordable units at 43 and 91 Douglass Street (57 Douglass Street). The proposed development includes two separate phases of construction including 1) a 63-unit, five-story multifamily residential building and; 2) seven two to three-story townhome-style buildings comprising 57 units. Each phase includes associated site improvements including but not limited to parking, landscaping, and a new shared-street "woonerf" along the center of the site. The site is located in the Libbytown neighborhood and within the R-5a Residential zone.



Figure 1: Approximate Development Site

This application is being referred to the Planning Board for compliance with the City of Portland's Land Use Code Site Plan Standards, Section 14.1 and Inclusionary Zoning Conditional Use Standards, Section 18.2.3.

The Planning and Urban Development Department mailed 101 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the May 13 and 14, 2022 editions of the *Portland Press Herald*. The Planning Board held a first workshop on March 22, 2022, and a second workshop on May 10, 2022.

Applicants:	Maine Cooperative Development Partners; The Szanton Company
Engineer:	Sam Lebel, Acorn Engineering
Architects:	Kaplan Thompson Architects; Archetype Architects
Landscape Architect:	Seth Kimball, Aceto Landscape Architects



Figure 2: Aerial View of Site (facing north)

II. REQUIRED REVIEWS

Review	*Applicable Standards*
Site Plan	Section 14.6
Inclusionary Zoning Conditional Use	Section 18.2.3
Design Review	City of Portland Design Manual Section (h) Planned Residential Unit Development (PRUD)

Waiver Requests	*Applicable Standards*
Request: To reduce drive aisle width from 24 feet to 22 feet	Technical Manual, Section 1.14.3.: Parking lot layout shall provide a minimum drive aisle of 24 feet.

III. PROJECT DATA

Existing Zoning	R-5a Residential
Property Size	146,011 square feet (3.34 acres)
Existing Use	Vacant Lot
Proposed Use	Planned Residential Unit Development (PRUD), Multi-family housing

	Existing	*Proposed*	*Net Change*
Building Footprint	0	33,510 SF	+33,510 SF
Building Floor Area	0	120,345 SF	+120,345 SF
Impervious Surface Area	94,185 SF	80,382SF	-13,803 SF
Parking Spaces	0	78	+78 spaces
Bicycle Parking Spaces	0	50	+50 spaces
EV Charging Stations	0	16	+16 stations

IV. BACKGROUND

On December 16, 2019, the City Council approved the sale of the property (Resolve 10-19/20) located at 43 and 91 Douglass Street based on a recommendation from the City's Housing Committee to market the property to help meet the City's goals of constructing housing.

A. RFP for Disposition of 43 & 91 Douglass Street
In 2020, the City of Portland released an RFP to dispose of three separate City-owned properties, with the property at 43 and 91 Douglass Street being among them (Attachment 1). The criteria for consideration centered around the ability to provide high quality and age-inclusive affordable housing at-scale, and integrated with the surrounding community.

Aside from affordability requirements, the RFP requires that the development be designed in accordance with Portland's Green Building Code, and in a manner that is compatible with the pattern, scale, massing and materials of surrounding development.

The Szanton Company was selected as the winning bid, and Douglass Commons LLC entered into a purchase and sale agreement with the City on May 21, 2021 for development of this site.

B. Purchase and Sales Agreement for 43 & 91 Douglass Street
On May 21st, 2021 the applicant entered into a Purchase and Sale agreement with the City, and shortly after identified that a zoning map amendment was necessary to complete the project as presented in their bid. The Purchase and Sale Agreement (Attachment C) has been signed and both Environmental Assessments are now completed. The sale is contingent upon a number of conditions, one of which requires an 18-month due diligence period, so the transfer of the property from the City to the applicant is expected to occur no later than November of 2022.

The agreement specifies that the developer shall be responsible for the creation of a certain number of residential units, with a portion of those being deed restricted for affordability.

C. Zoning Map Amendment
On September 14th, 2021 the Planning Board recommended to the City Council a zoning map amendment application (#ZN-001640-2021) to change the existing R-5 Residential zoning to R-5a Residential to facilitate an increase in density in a transit accessible location with access to services.

On October 18, 2021 the City Council approved an amendment to the City's Zoning Map (Order 72-21/22) as recommended by the Planning Board for both parcels located at 43 and 91 Douglass Street (Attachment 2). The zoning map amendment became effective October 28th, 2021.

V. EXISTING CONDITIONS AND SURROUNDING AREA

The subject property is comprised of two vacant city-owned parcels at 91 and 43 Douglass Street (Plan 3). The property is bounded by City-owned Dougherty Field to the north, property owned by Maine Department of Transportation (MDOT) to the east and south, and to the west the site is bordered by a mix of 11 residential properties made up of four 3-Family, two 2 Family, and five single family homes built between 1850 and 1930s.

Historically, the site consisted of salt marches and wetlands until sometime prior to 1866. Until 1900 the site was used as a brick yard, with a portion of the site also containing a residential structure. The City acquired both parcels around the late 1930s through mid-1940s. In 1962, the West School was built and used as an elementary school until being used as an adult educational facility beginning in the mid-1980s,

which was eventually vacated in 2013, as the building had reportedly fallen into significant disrepair. The West School building was eventually demolished in 2016.

The site is proximate to a number of commercial uses (zoned B-2 Community Business) which are along Congress Street to the south. The surrounding area also includes the Kiwanis Community Pool on the upper portion of Dougherty Field to the north. A B-1 Neighborhood Business zone is mapped at the intersection of Douglass Street, Brighton Avenue, and St. John Street. There are also a number of commercial/industrial land use types that exist along St James Street to the north east which are zoned I-M Industrial. To the west there are approximately four blocks of mid density (R-5) residential neighborhood that becomes lower density (R-3) residential zoning heading further west, which together provide a primarily residential context. Also serving these neighborhoods, at the end of Stevens Avenue, a priority corridor identified in the City's Comprehensive Plan, is the Westgate Shopping Center (zoned B-2 Community Business), a roughly 13-minute walk from the development site.

The site is accessible to public transit and is in close proximity to Portland METRO bus routes 1, 5, 9A, and 9B, which run along Congress Street, Park Avenue, and the Fore River Parkway. The site is also 0.5 miles from the Portland Transportation Center – Amtrak Downeaster and Concord Coach Station. Further south, beyond the Portland Transportation Center is Thompson's Point, a large-scale mixed-use development including light industrial, restaurant, and venue space as well as the Portland Children's Museum.

Prior to this application, there was a recent zoning map amendment in the vicinity approved by the City Council on May 3, 2021 (Order No. 226-20/21) rezoning a property at 1217 Congress Street and adjacent parcels from a B-1 Neighborhood Business zone to a B-2 Community Business zone.

The adjacent Dougherty Field park complex at 107 Douglass Street was also recently administratively approved for site work (PL-001867-2021) involving a new basketball court and playground replacements which will have a pathway connection coordinated with the development at 57 Douglass Street.



Figure 3: Aerial View (facing West) Showing Surrounding Uses



Figure 4: Perspective Rendering Facing North (Co-op buildings on left and 5-story building on right)

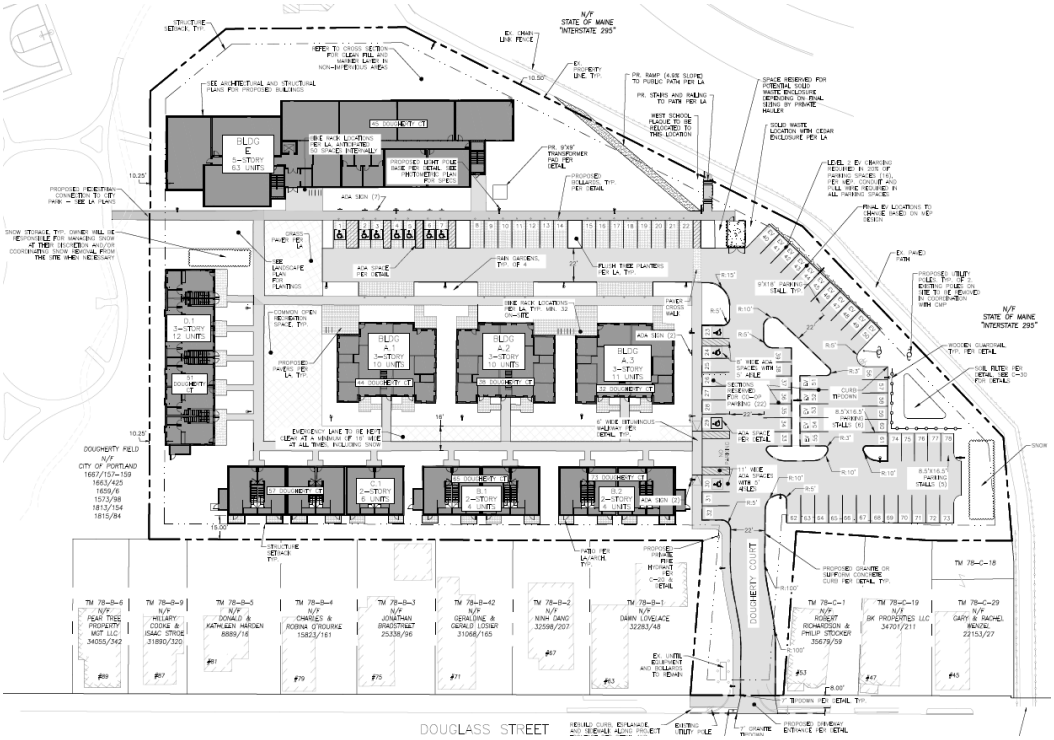


Figure 5: Overall Site Plan (Phase 1 & Phase 2 Shown)

VI. PROPOSED DEVELOPMENT

The applicant has provided an overall development plan (Plan 5) proposing a joint infill development of eight new buildings creating a total 120 residential units including 61 affordable units combined. Maine

Cooperative Development Partners and the Szanton Company are each developing a portion of the project, and proposing a phased site plan in order for each phase to be independent of subsequent phases. Section 14.9.1 of the City's Land Use Code allows for phasing major site plans and requires that each phase of the project must demonstrate being at least 20 percent of the total development, show the entire tract/parcel, and demonstrate that each phase conforms to all applicable site plan standards in the event that subsequent phases do not go forward (e.g. providing all necessary infrastructure, landscaping, parking, etc.).

The applicant has submitted a Phase 1 and Phase 2 plan which have been reviewed by staff. The full development proposal includes a combined total of 120 residential units, 78 parking spaces, 16 EV charging stations, and 36,325 square feet of open space area which may be accomplished with either Phase 1 or Phase 2 being constructed individually in any order or concurrently. Each segmented phase of the applicant's development proposal is described below:

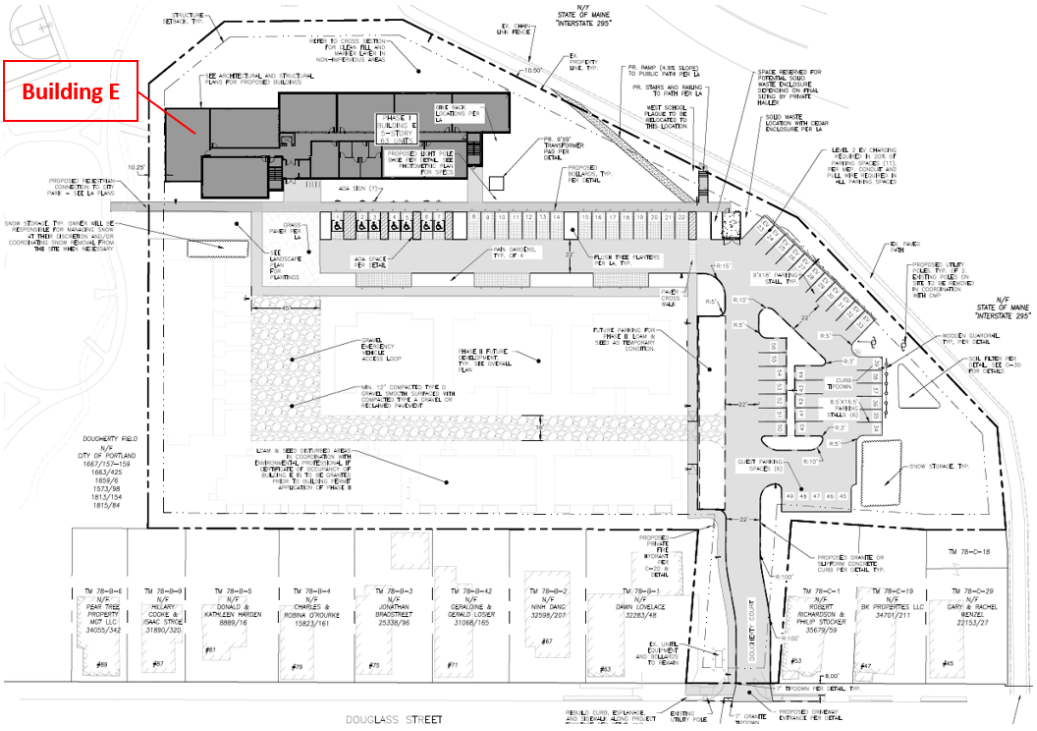


Figure 6: Phase 1 Development Plan

A. PHASE 1 – BUILDING E

Phase 1 of the proposal includes constructing a five-story apartment building (Building E) with 63 residential units (approximately 64,615 SF) with all-in-one heating/cooling units that combine high-efficiency heat pumps, ERVs, MERV 13 filters, and a bathroom exhaust inside the unit. The building is located toward the eastern portion of the site along the I-295 interchange (Plan 6). The building will be comprised of a mix of 35 one-bedroom, 18 two-bedroom, and 10 three-bedroom rental units managed by the Szanton Company.

The proposal includes constructing a private street ("Dougherty Court") which leads into the center of the site between each phase and is intended to function as a shared-street or 'woonerf' to *'encourage community gathering and prioritize the pedestrian experience.'* Phase 1 includes building a total of 56 parking spaces—including six compact spaces as well as 11 electric vehicle charging stations. Other site

improvements include stormwater management by way of a soil filter, approximately 15,339 square feet of common open recreation space, a gravel emergency vehicle access loop as well as loaming and seeding of the disturbed area should Phase 1 be constructed prior to Phase 2. Additionally, Phase 1 provides a walkway connection to adjacent Dougherty Field, with stairs and a sloped walkway connecting the site to the adjacent trail system, which is managed by Portland Trails, as well as providing lighting along the trail to promote safety of trail users.

Phase 1 proposes 46 deed restricted workforce housing units at or below 60% AMI) pursuant to the Inclusionary Zoning requirements (Section 18.2.3).

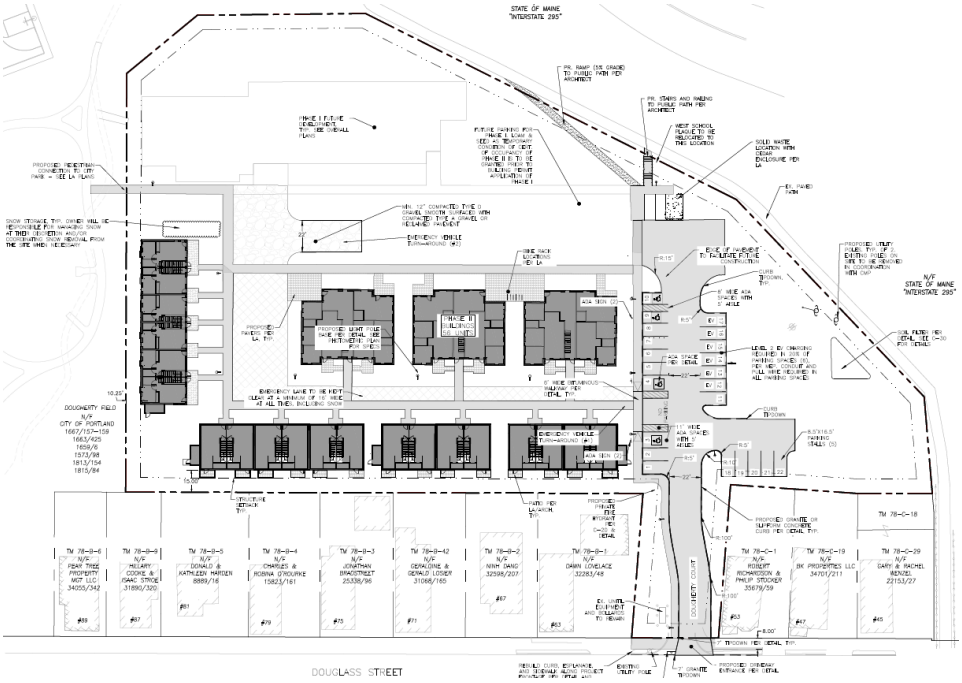


Figure 7: Phase 2 Development Plan

B. PHASE 2 – BLDGS. A1, A2, A3, B1, B2, C1, D1

Phase 2 of the proposal includes constructing a collection of seven townhome-style buildings totaling 57 residential units with approximately 55,730 square feet under a limited equity cooperative model managed by Maine Cooperative Development Partners (Plan 6a). The buildings include three new 2-story townhouses each with six units behind the existing Douglass Street houses, three 3-story courtyard flats each with 10 to 11 units at the center of the site, and one 3-story building with row houses made up of 12 units off of Dougherty Park to the north of the site. Phase 2 includes a total of 19 one-bedroom, 15 two-bedroom, and 23 three-bedroom units, 22,234 square feet of common open recreation space, and loaming and seeding of the remaining disturbed area onsite should Phase 2 be constructed prior to Phase 1. Additionally, this portion of development provides a hammerhead turnaround for emergency vehicle access in the event that Phase 1 is not yet constructed.

A six-foot pedestrian-only walkway is proposed running through the Phase 2 site leading to an open-space common area and connecting back to the shared-street portion of the site. Whichever phase commences site work first will be required to provide internal site circulation including but not limited to providing

acceptable turnaround for emergency vehicle to/from the site. Phase 2 also includes providing site improvements in order to meet site plan requirements such as providing required landscaping, stormwater management, and a total of 22 parking spaces and five electric vehicle charging stations. It also includes providing trail and park connections and trail lighting described above in Phase 1, should Phase 2 be constructed first.

Phase 2 proposes to provide 15 deed restricted workforce housing units (at or below 80% AMI) pursuant to the Inclusionary Zoning requirements (Section 18.2.3).

VII. PREVIOUS PUBLIC MEETINGS

WORKSHOP 1 – MARCH 22, 2022

The project was introduced to the Planning Board by the applicant and staff at a workshop held on March 22, 2022. The Board provided initial feedback about the design, requested parking aisle waiver, and parking requirement, which is as follows:

Design – The Board expressed general support for the design and layout of both phases. The Board asked questions about reviewing both phases under PRUD standards and if there needed to be continuity between both portions of the development. Staff responded that PRUD design standards do provide for some flexibility for each portion of the overall development because Phase 2 is being developed as a PRUD, while Phase 1 is a multi-family building, which is required to follow the PRUD standards per Table 7-B footnote 3. There should be some cohesion to the whole development overall, however, the different uses and building types may provide for variation between the two. The Board also asked if window mounted air conditioning units could be restricted and if there was sufficient storage area available to units. Some Board members expressed interest in providing occupiable outdoor ground level space, and more uniqueness between the designs of the co-op unit buildings. The Board requested the applicant revisit the cornice of the five-story apartment building in order to fit with detailing proposed on other buildings and questioned the material choices proposed on the stair towers and seeing more variety in windows to improve the fenestration.

Parking Aisle and Compact Parking Waiver – The Board generally supported a reduced parking aisle width of 22 feet. The Board supported the extent of proposed compact parking spaces provided, however since the first workshop the applicant now proposes less than 20 percent compact spaces and the waiver request has been withdrawn.

Parking Requirement – The Board were generally supportive of considering a reduced parking amount for the overall development due to the sites access to public transit but requested a parking analysis to understand the parking demand generated by the proposal. The applicant answered Board questions explaining that parking spaces would require tags and would be offered by each phase on a first come first serve basis. The Board requested more information about how parking spaces and EV charging station spaces would be provided by each individual phase. Some Board members were interested in the site providing guest parking, as well as better understanding the quality of transit options available in the vicinity of the site.

WORKSHOP 2 – MAY 10, 2022

The Planning Board held a second workshop on May 10, 2022. The Board provided additional feedback about the application materials, including input about the proposed design, parking analysis, and requested parking aisle waiver. Some of the Board requested the elevations show the location of vents. Other Board members expressed support for the reduced parking amount proposed and were supportive of the waiver for reduced parking aisle width. The Board also expressed concern with the absence of centralized cooling within the phase 1 multi-family building and expressed a desire to restrict the use of window AC units. The Board encouraged the applicant to explore alternative options for cooling units in the building. Since this workshop, staff have received an Autoturn analysis for emergency vehicles, additional trail lighting, finalized parking analysis, updated HVAC designs, and additional information justifying what site constraints necessitate a waiver for reduced drive aisle width. All other outstanding staff comments are addressed in this report.

VIII. RIGHT, TITLE, & INTEREST

The owner of the property is currently the City of Portland. The applicant has entered into a Purchase and Sale Agreement with the City (Attachment C) which serves as sufficient right-title-interest documentation for the purposes of reviewing a site plan application.

The applicant's existing conditions survey (Plan 3) indicates the property has one easement present on site which was granted by Public Works in 2016 to Northern Utilities, Inc. for an anode bed (Book 33292, Page 266) which provides corrosion protection for underground utility lines. The anode bed easement is currently in the process of being amended by the City's attorney to accommodate the development proposal as part of the sale of the property.

IX. FINANCIAL & TECHNICAL CAPACITY

The applicant has submitted a letter of financial capacity from each applicant's financial institutions as well as documentation from the Secretary of State stating both applicants are in good standing (Attachment G).

The applicant's representatives have also provided descriptions and examples of technical capacity demonstrating their ability to undertake the project (Attachment H).

X. ZONING ANALYSIS

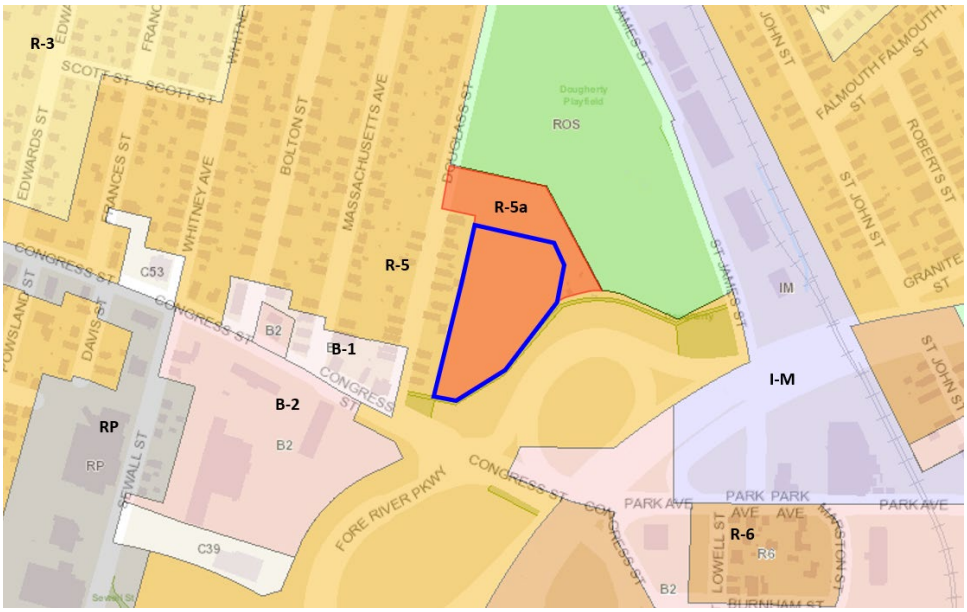


Figure 8: Zoning Map with Subject Parcel Outlined in Blue

The subject property is located in the R-5a Residential zone (Figure 8).

The proposed development proposes two uses; Phase 1 proposes a building with 63 units of housing which falls under the multifamily use and Phase 2 proposes seven buildings with 57 units under a Planned Residential Unit Development (PRUD) use. According to Land Use Code Table 6-A, both multifamily and PRUDs are permitted uses in the R-5a Residential zone.

Under Table 7-A of the City's Land Use Code, in the R-5a zone PRUD standards apply to multi-family development of four or more units, so the proposal is subject to Table 7-A except where superseded by Table 7-B with PRUD dimensional standards.

The project provides more than 50% of the units as low-income or workforce units for rent or for sale (See Section XI below) and therefore it may utilize dimensional bonuses available to PRUD developments under Article 18 of the City's Land Use Code, which is incorporated into the zoning review. Staff analyzed the proposal and found that the project complies with all dimensional requirements for principal structures which are summarized below:

R-5a Residential Zone	*Permitted*	*PRUD Dimensional Bonus Applied*[1]	*Proposed*
Street Frontage (min.)	50 feet	N/A	60 feet
Lot Width (min.)	60 feet	N/A	247 feet
Front Setback (min.)	25 feet	10 feet	10 feet
Rear Setback (min.)	25 feet	10 feet	10 feet
Right Side Setback (min.)	14-16 feet (varies)	10 feet	10 feet

[1] Planned Residential Unit Developments (PRUD) developments with more than 50% of the units as low-income or workforce units for rent or for sale may utilize dimensional bonuses and changes listed under Land Use Code Section 18.2.4.B.

Left Side Setback (min.)	14-16 feet (varies)	10 feet	10 feet
Stepbacks	N/A	N/A	N/A
Lot Coverage (max.)	30%	N/A	23%
Off Street Parking Spaces	120 spaces	N/A	78 spaces
Lot Area (min.)	2 acres	N/A	3.34 acres
Net land area per dwelling unit (min.)	1,600 sq. ft.	800 sq. ft.	1,217 sq. ft.
Units per building (max)	N/A	N/A	N/A
Average number of units per building	N/A	N/A	N/A
Structure Height	55 feet	N/A	53 feet
Building length	N/A	N/A	N/A
Bldg setback from external subdivision property lines (min.) for bldg. length 100 ft. or less	25 ft.	10 feet	10 feet
Bldg setback from external subdivision property lines (min.) for bldg.. length greater than 100 ft.	35 ft.	10 feet	10 feet
Distance between detached PRUD dwelling units (min.)	N/A	N/A	N/A
Common recreation open space area (min.)	200 sq.ft./D.U	(200 sq. ft./D.U - Minimum contiguous size and setbacks do not apply and shall be set through site plan review)	280 sq. ft./D.U.

XI. CONDITIONAL USE INCLUSIONARY ZONING (IZ)

As required by Section 18.2.3 of the City's Land Use Code, the City's Inclusionary Zoning Ordinance, residential developments with ten or more units are required to provide a minimum of twenty-five percent of the dwelling units as Workforce Housing units. Alternatively, the applicant may pay a fee-in-lieu for those units.

Given the project proposes a total of 120 units, a minimum of 30 workforce housing units are required to meet the IZ requirement. The applicant proposes making 46 (73%) of units at or below 60 percent AMI for Phase I, and 15 (26%) of units at or below 80 percent AMI for Phase II, for a combined total of 61 (51%) of units as workforce housing units and 59 (49%) as market rate units.

The City's Housing Program Manager reviewed the application (Attachment 4) and determined that the proposed project would meet the minimum requirements set forth in Section 18.2 providing the term of affordability for the workforce units shall have a minimum term of affordability of 30 years and recommends the applicant enter into an Affordable Housing Agreement (AHA) - detailing the affordability restrictions - with the City prior to issuance of a building permit.

Given that the project is proposing more than 50 percent of the units as workforce units for sale or rent, the project is eligible for the following dimensional bonuses and changes outlined in Section 18.2.4.B:

- Minimum lot area per dwelling unit is reduced by 50%.
    - R-5a PRUD Net land area per dwelling unit: 1,600 SF
    - R-5a PRUD Net land area per dwelling unit with Affordable Bonus: 800 SF
- Maximum number of units and maximum length of buildings do not apply but may be set through site plan review.

- Minimum building setbacks may be reduced to 10 feet.
- 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.
- Minimum recreation open space area is reduced to 200 square feet per dwelling unit of common area designated for recreational purposes by the residents. Minimum contiguous size setbacks do not apply and shall be set through site plan review.
- The Planning Board's *Design Manual*, design standards, and guidelines with respect to PRUDs shall apply in full to PRUDs utilizing this subsection.

XII. SITE PLAN REVIEW STANDARDS (Section 14.6)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's Site Plan Ordinance, Section 14.6. Staff comments are below.

1. Transportation Standards (Section 14.6.1)

A. Impact on surrounding street systems

The proposed development is located off of Douglass Street, a local street, which connects two principal arterial roadways, Congress Street to the south and Brighton Avenue to the north. Both arterials are two priority corridors identified in the City's Comprehensive Plan.

The site is proximate to transit lines with METRO bus routes 5, 9A, and 9B on Congress Street and the 4-line on Brighton Avenue which operate within a half mile of the site. The site has several bus stops immediately available within a block along Congress Street. The applicant indicated that these services run every half hour at peak times and every hour off-peak, and that the Portland Transportation Center, a regional transit hub, is less than a half mile away and provides connections to METRO's Breeze and 1-line, as well as regional connections via the Downeaster and Concord Coach Lines (Attachment V).

The application anticipates increasing traffic by moderate levels, with 78 parking spaces proposed, and peak hour trips occurring on the weekend, primarily on Saturday with 54 peak hours trips expected.

The applicant's traffic analysis has been reviewed by the City's Consulting Traffic Engineer who finds it to be reasonable, and reports that there are no high crash locations in the vicinity. Based on the applicant's trip generation estimate he does not recommend a traffic study being required (Attachment 3). In general, the City's traffic consultant finds the egress and circulation to be acceptable for vehicles and pedestrians and based on these findings staff do not expect the proposed development to substantially increase congestion or provide hazard to the surrounding street network.

B. Access and circulation

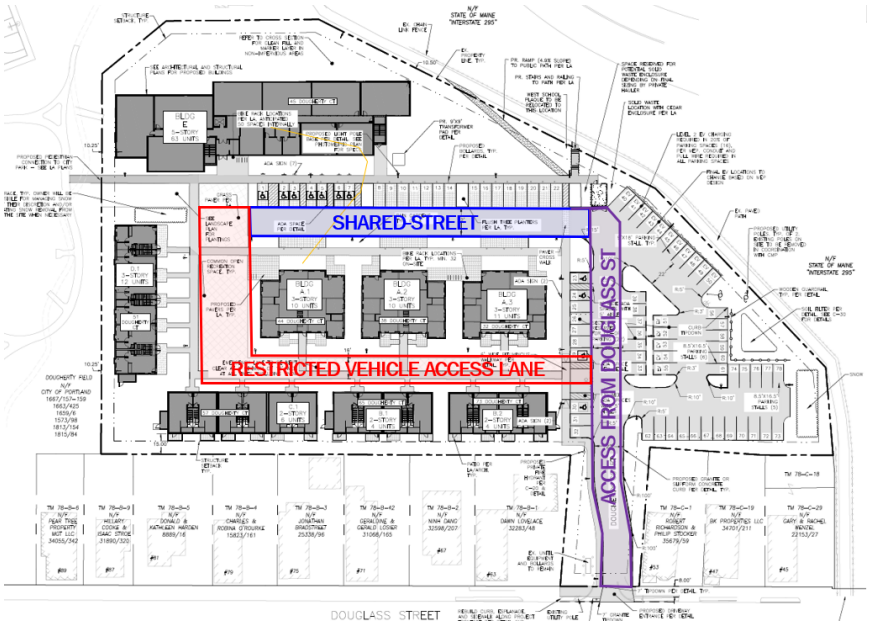


Figure 9: Overall Site Plan with Internal Circulation Highlighted

The application proposes to continue using the existing access drive entrance which will become a two-way private street, Douglass Court, for access to the site, and discontinuing egress via the existing drive to the north. New site circulation through the site includes a main drive aisle connecting to a shared street and parking areas throughout the site, as well as a restricted access lane kept clear for emergency vehicles and pedestrians which runs through the site looping back to the shared street. (Figure 9). No drive-up services or loading needs are proposed except in three flexible, non-parking areas along the courtyard flats and shared-street where residents can use as gathering space or as a five-minute unloading zone for drop-offs. The application also includes providing common open recreation areas with grass pavers, pathway connection to Dougherty Field, stair and path connection to the adjacent trail system, and bituminous pavement sidewalks throughout the site connecting to the existing sidewalk on Douglass Street for pedestrian access.

The applicant has requested one waiver relevant to the parking lot and space design:

Technical Manual Section 1.14.3 – Parking Lot Drive Aisle Width

The applicant is requesting to reduce the drive aisle width from the required 24 feet to 22 feet, a two foot reduction. Section 1.14.3 of the City's Technical Manual requires a minimum drive aisle width of 24 feet. The applicant has provided additional justification as a basis for waiving the standard explaining:

'Specific constraints include existing gas and electrical infrastructure that drive the overall parking layout geometry as well as elevation challenges when matching back into the abutting land. As seen, there is little room between the edge of pavement property line in several instances. Additionally, there is a strong desire to incorporate landscape islands and vegetation within the parking field to break up parking and providing shading. By reducing two drive aisles to 22', we gain four feet to be put towards screening/shading which is not only a policy goal of the City, but a Site Plan standard.'

Additionally, the applicant has stated that given residents' tendency to become familiar with their parking spot and low rate of turnover that the 22 foot width is sufficient to accommodate a functional

parking lot as well as allow the site to decrease impervious area. The applicant has provided turning templates as demonstration of adequate maneuvering (Plan 56 & Figure 10), and stated that the proposed 22 feet is sufficient in a residential setting and allows for less impervious area and pavement-to-pavement opening to help motorists drive slower which is consistent with the goals of a woonerf space.

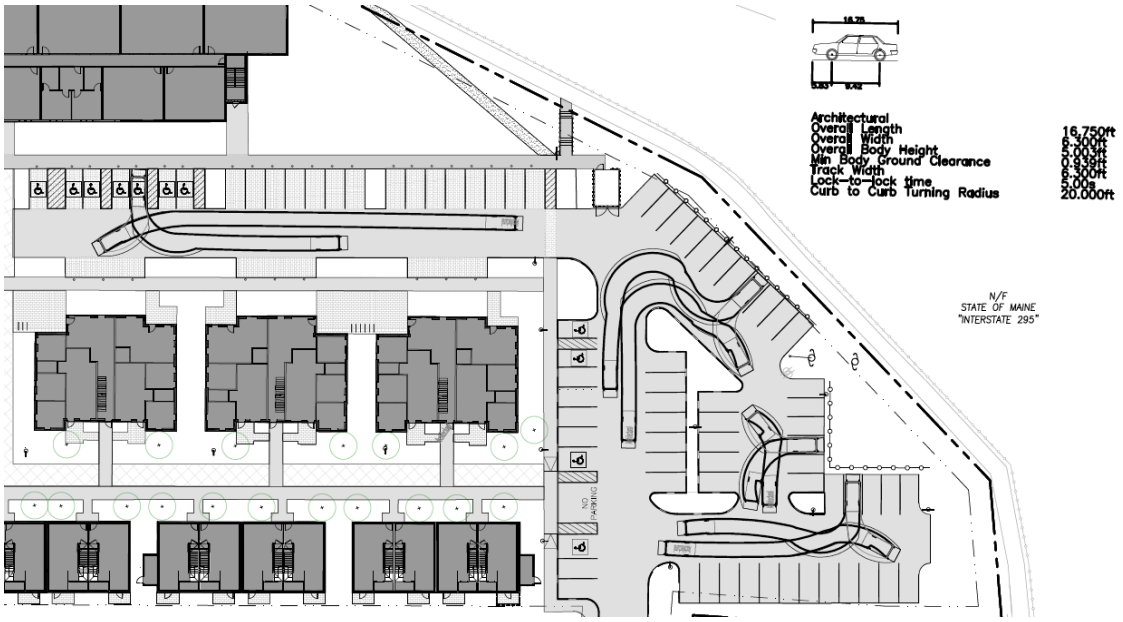


Figure 10: Automobile Turn Templates

City staff and the City's Consulting Traffic Engineer reviewed the applicant's submitted Autoturn analysis and waiver request and believes this waiver is appropriate because of the documented site constraints including underground utilities and topography. Staff also believe the reduction in driveway width allows for sufficient landscaped islands and planted buffer to be accommodated within and adjacent to the parking lot to support screening and an enhanced tree canopy.

C. Public transit access

Not applicable. Please see Section A above for additional information regarding public transit options available to site.

D. Parking

In general, residential units are required to provide one parking space per dwelling unit unless the project is eligible for parking requirement exceptions listed in Table 19-B of the Land Use Code. Per Table 19-B the Planning Board may establish a parking requirement that is less than one space per workforce or low-income housing unit, regardless of the size of the structure for affordable housing projects. The application includes providing 61 affordable units and 59 market rate units. In addition, for major site plans, the Planning Board shall establish the off-street parking requirement based on a parking study. Furthermore, as described in Table 19-B no off-street parking shall be required for developments within ¼ mile of fixed route transit service. If the applicant were to take advantage of this exception, they would be required to provide a TDM plan.

The application on the whole proposes 78 parking spaces to meet the overall demand of the proposed units — a ratio of 0.65 spaces per unit. As part of the total parking space allotment, Phase 1 includes 56 spaces (0.89 spaces per unit) and Phase 2 includes 22 spaces (0.39 spaces per unit), which the applicant believes is an appropriate amount of parking to serve each phase of the development, given that more than half of the units will be offered as affordable. As a basis for determining an adequate parking amount, the applicant has provided a parking analysis (Attachment V) calculating parking generation based on industry parking generation rates (per Transportation Engineers (ITE) publication, Parking Generation, 5th Edition).

Due to the unbundling of the Phase 2 co-op parking from unit ownership as well as the finding made by the applicant's engineer that transit-oriented developments (TOD) generally have approximately 44 percent fewer vehicle trips than the industry parking generation standard, the applicant believes the respective parking amounts are sufficient. Additionally, the applicant has noted the site's close proximity to multimodal transportation services (See Section A above) as well as the site's pedestrian connections to the Dougherty Field Path and the applicant's intention to install 50 bicycle parking spaces onsite, which exceeds the required bicycle parking requirements.

The applicant's parking analysis for the full development anticipates an average parking demand of 70 parking spaces during the weekday peak hour, and the overall plan provides 78 spaces to address overall demand from the combined development.
The City's Parking Director has raised that 78 parking spaces is insufficient for 120 residential units and noted that the proposed development will increase demand for on-street parking (Attachment 6).

The City's Consulting Traffic Engineer has reviewed the applicant's updated parking analysis and estimates that parking demand is approximately 82 spaces (Attachment 3). The City's Consulting Traffic Engineer finds that the demand of 82 parking spaces is slightly above the supply of 78 parking spaces proposed., however, staff recommend that prior to issuance of a building permit the applicant revise and resubmit their plan to accommodate four additional parking spaces on site, or alternatively they may provide a fee-in-lieu payment into the Sustainable Transportation Fund pursuant to Section 19.1.7 for some or all of the required spaces, to sufficiently meet the projected demand for the project.

E. Transportation demand management (TDM)
Not Applicable.

2. Environmental Quality Standards (Section 14.6.2)

A. Preservation of significant natural features
Not applicable. The applicant has indicated that there are no significant natural features present on site.

B. Landscape preservation
The project includes removing 13 existing trees onsite — five of which are greater than 10-inch caliper but are outside the building setback area, therefore no tree replacement is required. The City Arborist has no concerns with the plan for tree removals, and finds that the applicant's stormwater maintenance agreement will help ensure vegetation located within rain garden areas will be monitored to ensure survival in the future.

C. Site landscaping and buffers

The applicant has submitted Landscape/Planting (Plans 19-23) plans which include planting approximately 110 trees and 400 shrubs throughout the site. The site includes a landscaped buffer of sugar maple trees along the adjacent trail to the east. To the west of the site, at the rear of the townhouse buildings, the landscaping plan provides a landscaped buffer from the existing Douglass Street residences proposing 10 upright Armstrong maple trees, and a dense mix of evergreen trees and other shrubs. An existing tree buffer at the rear of the existing Douglass Street properties is expected to remain to further buffer the development from the existing neighborhood.

Various other plantings and landscaping are proposed throughout the site including grass paver common areas and deciduous plantings along the main access roadway and throughout the parking lot areas.

The proposal includes screening the proposed transformer with a combination of trees and evergreen landscaping. The proposed solid waste container will be screened by a cedar fence as well as tree planting and arborvitae landscaping.

The creation of 120 residential units requires either planting a total of 120 street trees or an acceptable alternative as recommended by the City Arborist. The current plan proposes planting 25 trees along the public trail to the north, 19 adjacent to Dougherty Park, and 33 trees within the portions of the proposed street that provide a public benefit for a total of 77 trees eligible to count toward the street tree requirement. The applicant is required to provide an alternative for the remaining 43 required trees. The applicant has agreed to contribute to the tree fund for the remaining trees, which is supported by the City's Arborist.

D. Water quality/storm water management/erosion control

The project proposes managing stormwater by a series of systems including an underdrained soil filter, proprietary rain gardens, and routing all stormwater from the site to a separated storm drain on Douglass Street. Overall, the applicant has stated that the site improvements will decrease the amount of impervious area on the site and reduce the overall runoff levels.

The applicant has submitted a Stormwater Management Report and Erosion and Sedimentation Control Report, which has been reviewed by the City's consulting civil engineer for compliance with MDEP Chapter 500 requirements as part of the City's delegated stormwater review. The City's consulting civil engineer has no concerns regarding the proposal's ability to meet stormwater standards, however recommends the applicant revise the construction management plan once more information is available regarding sequencing of phases in order for each phased plan to consider the construction management requirements associated with the other phase being constructed or in operation, and to clarify what coordination is necessary between phases. Additionally, the City's consulting engineer recommends the applicant submit clear documentation demonstrating the responsibilities for maintaining stormwater infrastructure by each entity. Planning staff are recommending a condition of approval to ensure the above comments will be addressed prior to issuance of a building permit.

3. Public Infrastructure and Community Safety Standards (Section 14.6.3)

A. Consistency with City Master Plans

Portland's Plan 2030



Comprehensive Plan goals and policies (state and local) relevant to the proposed development are included below. The development proposal aligns with these vision statements and goals, by creating a new opportunity for an affordable, and well-connected new housing development accessible to public transit and within walking distance to a variety of services supporting the Plans goal of *Complete Neighborhoods, and increasing, preserving, and modifying the overall supply of housing city-wide*. In addition, the proposed project supports the City's desire to *leverage underused properties* owned by the City. The proposed development allows for maximizing development on an underutilized lot, which creates the opportunity to provide affordable homes, with access to public transit, services, and open space. Relevant Comprehensive Plan goals have been excerpted below:

Vision Statements:

- Secure - We will be committed to accessible housing and healthy food for all our residents.
- Authentic - The uniqueness and integrity of our neighborhoods will be maintained and enhanced.
- Connected - We will foster accessible linkages between where we live, work, shop, and play.
- Connected - We will enable meaningful access to the natural world and recreational opportunities as a central component of community health.

Housing: A Livable City

- Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Reinforce existing housing tools, policies, and programs while continuing to explore emerging best practices.
- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density, and/or use, as well as whether it allows for priority growth areas.
- Consider the sale of City-owned land that may be appropriate for housing development.
- Consider incentivizing affordability restrictions as part of City-owned property transactions, as well as the potential to return improved properties to the City's tax rolls.
- Create, promote, and facilitate safe, affordable, and practical housing solutions that will meet the evolving needs of Portland residents as they age.

Recreation & Open Space

- Pursue opportunities, in collaboration with partners, to create new open spaces in areas that are currently underserved.
- Pursue opportunities for new and enhanced walking and biking trails as a means of filling existing gaps and investigate paper streets, vacant land, medians, and other often overlooked areas for the potential for park linkages, trails, and other improvements to the urban landscape.
- Prioritize open space acquisition and programming toward creating linkages where there are gaps in the network, particularly between Stroudwater and the Fore River; Evergreen Cemetery and the Presumpscot River; Portland Transportation Center and Bayside; Martin's Point and the Back Cove; and the Western Waterfront and the Fore River.

Future Land Use

- *Complete Neighborhood* – Portland's Plan recognizes that strong, complete neighborhoods are fundamental to the city's overall health. Portland's intent for its predominantly residential neighborhoods is one where all residents regardless of age, ability, or income have access to the basic necessities of daily life - high quality and affordable housing, schools and other civic functions, food, open space, other amenities and services - within a walkable, bikeable distance.
- *Connecting the Chain* – Portland's Plan recognizes that physically integrated transportation systems, utilities, and open spaces provide the structure for the city's growth, and that a well-connected system is more efficient and more resilient. An integrated transportation system allows residents to access jobs, food, healthcare, and recreation from their homes while planning for an unbroken network of open space connects neighborhoods and improves access to the outdoors.
- *One Portland* - Portland's Plan is a vision for One Portland, where the form and characteristics of neighborhoods vary, but the city functions as a cohesive whole. No one area of the city carries all the expectations for accommodating development and all areas can expect appropriate City services and amenities.

B. Public safety and fire prevention

The applicant has stated that the site has been designed to promote safe and inviting public access connections to walking trails within Dougherty Field, as well as providing adequate emergency access to new buildings via the restricted access loop road.

The proposal includes a new private hydrant to serve the buildings onsite and will be within 450 feet from the furthest structure.

The City's Fire Marshall has reviewed the application materials, and finds the project has incorporated the Fire Department's feedback by providing access for emergency vehicles into both phases.

Department of Public Works staff have provided a recommendation that the applicant install a cobrahead lighting fixture on an existing utility pole at the corner of Douglass and Congress Street immediately adjacent to the trail entrance which leads into the site, in order to improve the street lighting for pedestrian safety in the area. Due to the development's direct impact on the existing trail and bus stop caused by the increased use of public transit and other multimodal transport methods as the primary mode of transportation to and from the site, the request is being made. In addition, Public Works believes that the increase in residents to the area that will be accessing the site via Congress Street will necessitate additional lighting along pedestrian routes to the site. However, the applicant disagrees with the finding that this off-site public improvement should fall onto their project and posits that '*there are multiple neighbors and businesses with consistent lighting in addition to the adjacent utility pole/cobra head and Turnpike/Congress Street spillover lighting that contributes to illumination.*' While the applicant has demonstrated meeting CPTED standards for the majority of the site, staff recommends installation of the cobrahead lighting fixture to enhance safety for its residents coming to and from the site.

C. Availability and capacity of public utilities

The applicant proposes installing a new 8 inch PVC lateral throughout the site with a doghouse manhole to accept wastewater from each unit. In addition to the submitted utilities plan, the applicant has obtained a Wastewater Capacity Authorization from Public Works confirming capacity to manage wastewater.

The applicant proposes retiring the existing 2 inch service line to the site and proposing to tap an 8 inch fire line as well as a 4 inch domestic line off the existing 8 inch ductile iron water main within Douglass Street. A private fire hydrant will be installed to serve the buildings on site. The applicant has written the Portland Water District requesting an Ability to Serve letter to confirm adequate water is available to support the development, and this documentation is still pending. Planning staff is recommending a condition of approval that confirmation of ability to serve be provided prior to issuance of a building permit.

4. Site Design Standards (Section 14.6.4)

A. Massing, ventilation, and wind impact

The massing of the proposed townhouse, rowhouses, and courtyard flats are generally consistent with the existing 2-3 story buildings found in the vicinity. The proposed five-story building is separated by a street and the site design provides permeability between other structures to accommodate ventilation between structures. Staff do not have concerns that the proposed structures will result in unsafe ventilation or wind impact to users of the site or adjacent public spaces.

B. Shadows

The applicant's shadow study (Plan 59) was submitted and staff do not find that the proposal will result in adverse impacts of shadows cast from the new five-story structure on the adjacent public open space areas.

C. Snow and ice loading

The applicant has indicated respective snow storage areas and stated that structures will not distribute snow and ice onto adjacent properties. Staff will continue to review the application for compliance with this standard in conjunction with reviewing the stormwater management standards above.

D. View corridors

There are no designated view corridors within the project vicinity.

E. Historic resources

The proposed development is not located in or within 100 feet of a historic district or historic landmark.

F. Exterior lighting

The applicant has submitted an updated lighting plan (Attachment O) and lighting cut sheets. Staff have reviewed the applicant's lighting plan and associated information and find that all lighting onsite meets the requirements contained in Section 12 of the City's Technical Manual.

Based on a staff recommendation the applicant has elected to provide additional lighting on their site directed toward the adjacent Dougherty Field Path so as to provide better lighting during evening hours given the expectation that more pedestrians will begin utilizing the pathway. Although site lighting trespass from the site exceeds 0.1-foot candles at the property line, staff have determined that where site lighting crosses the property line exceeding allowable levels, it is directed toward the I-295-

offramp, which is considered a non-sensitive use, and therefore areas of lighting along the trail are exempted from the lighting trespass standards of Technical Manual Section 12.3.4.

G. Noise and vibration

No adverse impacts related to noise and vibration are anticipated as mechanical equipment is either screened and located away from residential properties. The applicant has stated that the HVAC system will meet the applicable state and federal emissions requirements and will also be screened and directed away from abutters.

H. Signage and wayfinding

No wayfinding signage is currently proposed, and only signage shown on plans is related to vehicular access.

I. Zoning-related design standards



Figure 11: Rending Provided by Applicant as Viewed from Douglass St.

The proposal is subject to meeting the applicable PRUD design standards under Section (h) of the City's Design Manual. The applicant has submitted updated elevations and renderings with an accompanying architectural narrative (Plans 30-42 & 47-54; Attachment Y).

The project was reviewed by a design review team made up of three Planning staff (Attachment 5). The current design reflects updates made in response to Planning Board's feedback at the March 22, 2022 and May 10th, 2022 workshops, and staff design review comments. In response to the Board's most recent comments the applicant's elevations for Phase 2 now show vents shown on the elevations.

Staff have no further comments and finds the project meets the applicable design standards (Attachment 5).

XIII. PUBLIC COMMENT

Planning staff have received three written comments over the course of the project's public review process (PC1-3). Since the last workshop no additional comments have been received.

In general feedback included concerns of an overabundance of parking, supporting repurposing parking areas for a community space such as a parklet, seeking more information about snow management operations, and concerns about past uses on the site posing geotechnical complications for future development. The Libbytown Neighborhood Association recommends a professional TDM study be conducted giving special attention to utilizing on-street parking and reducing parking onsite. Staff note that a TDM is not required as part of the site plan review standards for this project.

XIV. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Department staff recommends that the Planning Board approve application #PL-001888-2021 to construct two separate phases of residential development including 63 units (Phase 1) and 57 units (Phase 2) for a combined total of 120 new residential units at 57 Douglass Street which both meet the applicable standards of Portland's Land Use Code.

XV. PROPOSED MOTIONS

A. WAIVERS

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 held on May 24, 2022 for application # PL-001888-2021 relevant to the Site Plan Standards of the Land Use Code and Portland's Technical and Design Standards, and other regulations, and testimony presented at the Planning Board public hearing:

1. Parking Lot Drive Aisle Width

   The Planning Board [finds/does not find] based upon the Consulting Traffic Engineer's Review, that extraordinary conditions exist or undue hardship may result from strict compliance with Technical Manual Section 1.14.3 which requires parking lot layouts provide a minimum drive aisle width of 24 feet, that substantial justice and the public interest are secured with the proposed variation in this standard, and that variation is consistent with the intent of the ordinance. The Planning Board [waives/does not waive] Technical Manual Section 1.14.3 to allow a reduced parking lot drive aisle width of 22 feet.

B. 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 May 24, 2022 for application # PL-001888-2021 relevant to Portland's Inclusionary Zoning Conditional Use Standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board, [finds/does not find] the proposed conditional use for workforce housing meets the standards of Section 18.2 with the following conditions:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. That the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) for workforce housing units as described in the memorandum from Housing Program Manager dated May 18, 2022, or as an alternative to providing workforce housing units, the project may pay a fee-in-lieu for some or all of the required units;

PRIOR TO ISSUANCE OF CERTIFCATE OF OCCUPANCY

2. That the Affordable Housing Agreement (AHA) be filed as covenant to the 57 Douglass Street (i.e. 43 and 91 Douglass Street) property's deed with the Cumberland County Registry of Deeds.

C. SITE PLAN REVIEW

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 May 24, 2022 for application # PL-001888-2021 relevant to the site plan regulations; and the testimony presented at the Planning Board hearing, the Planning Board [finds/does not find] that the plan is in conformance with the site plan standards of the Land Use Code subject to the following conditions of approval:

PRIOR TO APPLYING FOR A BUILDING PERMIT

1. The applicant shall submit an updated site plan modifying their parking layout to provide four (4) additional parking spaces to meet the required 82 parking spaces on site, for review and approval by the Planning Authority or as an alternative the applicant may pay a fee-in-lieu into the Sustainable Transportation Fund pursuant to Land Use Code Section 19.1.7 for some or all the required parking spaces, which shall be paid on or before the date upon which certificate of occupancy is issued.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

2. The applicant shall provide a letter from the Portland Water District showing ability to serve.

3. The applicant shall submit an updated Construction Management Plan (CMP) for review and approval by the Planning Authority that specifies additional information regarding coordination of grading and sequencing between phases, updated plans for any modification to the stormwater treatment system, and documentation demonstrating the responsibilities of each owner to maintain stormwater infrastructure.

PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

4. Due to site constraints preventing the planting of required street trees, the remaining forty-three (43) street trees as required in Land Use Code Section 14.6.2.C.4 cannot be met, and the applicant shall contribute to the tree fund in the amount of $400 per tree for a total of $17,200.

XVI. ATTACHMENTS

REPORT ATTACHMENTS

1. Request for Proposals #2020-2
2. City Council Order 72-21_22
3. Consulting Traffic Engineer Comments (dated 5.18.2022)
4. Housing Program Manager Memo (dated 5.16.2022)
5. Updated Design Memo (dated 5.18.2022)
6. Parking Director Comments (dated 5.3.2022)
7. Public Works Engineer Comments (dated 5.19.2022)

APPLICANT'S SUBMITTAL

A. Douglass Commons Cover Letter
B. Major Site Plan Checklist
C. Douglass Commons Purchase and Sale Agreement
D. Zoning Assessment
E. Easements
F. Waivers
G. Financial Capacity
H. Technical Capacity
I. Conformity with Land Use Ordinance
J. Soil Survey
K. Stormwater Management Report
L. Erosion & Sedimentation Control
M. Fire Department Letter
N. Wastewater Capacity
O. Lighting
P. Architectural Narrative
Q. Utilities
R. Construction Management Plan
S. Solid Waste
T. Traffic Memo
U. Stormwater Management Law Delegated Review Application
V. Parking Analysis and METRO Bus Route and Multimodal Map
W. Permeable Grass Paver Manual
X. Stormwater Maintenance Agreement
Y. Response to Staff comments, dated 4.27.2022
Z. Response to Staff Comments, dated 5.13.2022

PLANS

Plan 1. Cover Sheet & Legend
Plan 2. General Notes
Plan 3. Boundary & Topographic Survey
Plan 4. Construction Management Plan
Plan 4a. Construction Management Plan Phase I
Plan 4b. Construction Management Plan Phase II
Plan 5. Site Plan
Plan 6. Interim Phase I Site Plan
Plan 6a. Interim Phase II Site Plan

Plan 7. Utility Plan
Plan 8. Interim Phase I Utility Plan
Plan 8a. Interim Phase II Utility Plan
Plan 9. Grading & Drainage Plan
Plan 10. Interim Phase I Grading & Drainage Plan
Plan 10a. Interim Phase II Grading & Drainage Plan
Plan 11. Site Details - 1
Plan 12. Site Details - 2
Plan 13. Utility Details - 1
Plan 14. Utility Details - 2
Plan 15. Drainage Details - 1
Plan 16. Drainage Details - 2
Plan 17. Erosion & Sedimentation Details & Control Notes
Plan 18. Erosion & Sedimentation Details & Control Notes
Plan 19. Landscaping Materials Plan
Plan 19a. Landscaping Materials Plan Phase 1
Plan 19b. Landscaping Materials Plan Phase 2
Plan 20. Landscaping Planting Plan
Plan 20a. Landscaping Planting Plan Phase 1
Plan 20b. Landscaping Planting Plan Phase 2
Plan 21. Landscaping Planting Details
Plan 22. Landscaping Site Details - 1
Plan 23. Landscaping Site Details – 2
Plan 24. Community Flats Ground Floor Plan A1-A2
Plan 25. Community Flats Ground Floor Plan A3
Plan 26. Community Flats Second Floor Plan A1-A3
Plan 27. Community Flats Third Floor Plan A1-A3
Plan 28. Townhomes Floor Plans B1-B2-C1
Plan 29. Rowhome Floor Plans D1
Plan 30. Community Flats and Rowhome Elevations
Plan 31. Cooperative Buildings Materials Options
Plan 32. Site Elevations
Plan 33. Townhome Elevations
Plan 34 Sections A1-A3
Plan 35 Sections B-C-D
Plan 36. Cooperative Rending 1
Plan 37. Cooperative Rending 2
Plan 38. Cooperative Rending 3
Plan 39. Cooperative Rending 4
Plan 40. Cooperative Rending 5
Plan 42. Cooperative Rending 7
Plan 43. Five-Story Basement Plan
Plan 44. Five-Story First Floor Plan
Plan 45. Five-Story Typical Floor Plan
Plan 46. Five-Story Fifth Floor Plan
Plan 47. Five-Story Building Elevations - 1
Plan 48. Five-Story Building Elevations - 2

Plan 49. Five-Story Rendering 1
Plan 50. Five-Story Rendering 2
Plan 51. Five-Story Rendering 3
Plan 52. Five-Story Rendering 4
Plan 53. Five-Story Rendering 5
Plan 54. Five-Story Rendering 6
Plan 55. Subdivision Plat
Plan 56. Automobile Turn Templates
Plan 57. Open Space Exhibit
Plan 58. Multi-Modal Exhibit
Plan 59. Shadow Study
Plan 60. Rendering from Offsite Douglass St.
Plan 61. Rendering From Congress St
Plan 62. Rendering from I-295

PUBLIC COMMENT

PC1. Maureen Morse 1-26-2022
PC2. George Rheault 3-22-2022
PC3. George Rheault 3-22-2022

CHAPTER 32 STORM WATER

Art. I. Prohibited Discharges, §§ 32-1--32-15
Art. II. Prohibited Discharges, §§ 32-16--32-35
Art. III. Post-Construction Stormwater Management, §§32-36—32-40

ARTICLE I. IN GENERAL

Sec. 32-1. Definitions.

For the purposes of this article, the terms listed below are defined as follows:

Applicant. "Applicant" means a person with requisite right, title or interest or an agent for such person who has filed an application for a development project that requires a post-construction stormwater management plan under this article.

Best management practices ("BMP"). "Best management practices" or "BMPs" means schedules or activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Clean Water Act. "Clean Water Act" means the federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*, also known as the "Clean Water Act"), and any subsequent amendments thereto.

Discharge. "Discharge" means any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to "waters of the state." "Direct discharge" or "point source" means any discernable, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel or other floating craft, from which pollutants are or may be discharged.

Enforcement authority. "Enforcement authority" means the person(s) or department authorized under section 32-3 of this article to administer and enforce this article.

Exempt person or discharge. "Exempt person or discharge" means any person who is subject to a multi-sector general permit for industrial activities, a general permit for construction activity, a general permit for the discharge of storm water from the Maine department of transportation and the Maine turnpike authority

municipal separate storm sewer systems, or a general permit for the discharge of storm water from state or federally owned authority municipal separate storm sewer system facilities; and any non-storm water discharge permitted under a NPDES permit, waiver, or waste discharge license or order issued to the discharger and administered under the authority of the U.S. environmental protection agency ("EPA") or the Maine department of environmental protection ("DEP").City of Portland

Municipality. "Municipality" means the city of Portland.

Municipal separate storm sewer system, or MS4. "Municipal separate storm sewer system" or "MS4," means conveyances for storm water, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly owned treatment works and combined sewers) owned or operated by any municipality, sewer or sewage district, fire district, state agency or federal agency or other public entity that discharges directly to surface waters of the state.

National pollutant discharge elimination system (NPDES) storm water discharge permit. "National pollutant discharge elimination system (NPDES) storm water discharge permit" means a permit issued by the EPA or by the DEP that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-storm water discharge. "Non-storm water discharge" means any discharge to an MS4 that is not composed entirely of storm water.

Person. "Person" means any individual, firm, corporation, municipality, quasi-municipal corporation, state agency or federal agency or other legal entity which creates, initiates, originates or maintains a discharge of storm water or a non-storm water discharge.

Pollutant. "Pollutant" means dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt and industrial, municipal, domestic, commercial or agricultural wastes of any kind.

Post-construction stormwater management plan. "Post-construction stormwater management plan" means BMPs employed by a development project to meet the stormwater standards of Section V of the department of planning and urban development's Technical and Design Standards and Guidelines.

Premises. "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips, located within the municipality from which discharges into the storm drainage system are or may be created, initiated, originated or maintained.

Qualified post-construction stormwater inspector. "Qualified post-construction stormwater inspector" means a person who conducts post-construction stormwater best management practice inspections for compensation and who has received the appropriate training for the same from DEP or otherwise meets DEP requirements to perform said inspections.

Regulated small MS4. "Regulated small MS4" means any small MS4 regulated by the State of Maine "general permit for the discharge of storm water from small municipal separate storm sewer systems" dated July 1, 2008 ("general permit") or the general permits for the discharge of storm water from the Maine department of transportation and Maine turnpike authority small MS4s or state or federally owned or operated small MS4s, including all those located partially or entirely within an urbanized area (UA).

Small municipal separate storm sewer system, or small MS4. "Small municipal separate storm sewer system", or "small MS4," means any MS4 that is not already covered by the phase I MS4 storm water program including municipally owned or operated storm sewer systems, state or federally-owned systems, such as colleges, universities, prisons, Maine department of transportation and Maine turnpike authority road systems and facilities, and military bases and facilities.

Storm drainage system. "Storm drainage system" means the City of Portland's regulated small MS4 and other conveyances for storm water located in areas outside the UA that drain into the regulated small MS4.

Storm water. "Storm water" means any storm water runoff, snowmelt runoff, and surface runoff and drainage; "Stormwater" has the same meaning as "storm water".

Urbanized area ("UA"). "Urbanized area" or "UA" means the areas of the State of Maine so defined by the latest decennial (2000) census by the U.S. Bureau of Census.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-2. Reserved.
Sec. 32-3. Reserved.

Sec. 32-4. Reserved.

Sec. 32-5. Reserved.
Sec. 32-6. Reserved.
Sec. 32-7. Reserved.
Sec. 32-8. Reserved.
Sec. 32-9. Reserved.
Sec. 32-10. Reserved.
Sec. 32-11. Reserved.
Sec. 32-12. Reserved.
Sec. 32-13. Reserved.
Sec. 32-14. Reserved.
Sec. 32-15. Reserved.

ARICLE II. PROHIBITED DISCHARGES

Sec. 32-16. Applicability.

This Article shall apply to all persons discharging storm water and/or non-storm water discharges from any premises into the storm drainage system.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-17. Responsibility for administration.

The department of public services is the enforcement authority who shall administer, implement, and enforce the provisions of this article.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10; 8-17-09)

Sec. 32-18. Prohibition of non-storm water discharges.

(a) *General prohibition.* Except as allowed or exempted herein, no person shall create, initiate, originate or maintain a non-storm water discharge to the storm drainage system. Such non-storm water discharges are prohibited notwithstanding the fact that the city may have approved the connections, drains or conveyances by which a person discharges un-allowed non-storm water discharges to the storm drainage system.

(b) *Allowed non-storm water discharges.* The creation, initiation, origination and maintenance of the following non-storm water discharges to the storm drainage system is allowed:

(1) Landscape irrigation; diverted stream flows; rising ground waters; uncontaminated flows from foundation drains; air conditioning and compressor condensate; irrigation water; flows from uncontaminated springs; uncontaminated water from crawl space pumps; uncontaminated flows from footing drains; lawn watering runoff; flows from riparian habitats and wetlands; residual street wash water (where spills/leaks of toxic or hazardous materials have not

occurred, unless all spilled material has been removed and detergents are not used); hydrant flushing and fire fighting activity runoff; water line flushing and discharges from potable water sources; individual residential car washing; and de-chlorinated swimming pool discharges.

(2) Discharges specified in writing by the enforcement authority as being necessary to protect public health and safety.

(3) Dye testing, with verbal notification to the enforcement authority prior to the time of the test.

(c) *Exempt person or discharge.* This article shall not apply to an exempt person or discharge, except that the enforcement authority may request from exempt persons and persons with exempt discharges copies of permits, notices of intent, licenses and orders from the EPA or DEP that authorize the discharge(s).
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-19. Suspension of access to the city's small MS4.

The enforcement authority may, without prior notice, physically suspend discharge access to the storm drainage system to a person when such suspension is necessary to stop an actual or threatened non-storm water discharge to the storm drainage system which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm drainage system, or which may cause the city to violate the terms of its environmental permits. Such suspension may include, but is not limited to, blocking pipes, constructing dams or taking other measures, on public ways or public property, to physically block the discharge to prevent or minimize a non-storm water discharge to the storm drainage system. If a person fails to comply with a suspension order issued in an emergency, the enforcement authority may take such steps as deemed necessary to prevent or minimize damage to the storm drainage system, or to minimize danger to persons.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-20. Monitoring of discharges.

In order to determine compliance with this article, the enforcement authority may enter upon and inspect premises subject to this article at reasonable hours to inspect the premises and connections thereon to the storm drainage system; and to conduct monitoring, sampling and testing of the discharge to the storm drainage system.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-21. Enforcement.

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article. Whenever the enforcement authority believes that a person has violated this article, the enforcement authority may enforce this article in accordance with 30-A M.R.S.A. § 4452.

(a) *Notice of violation.* Whenever the enforcement authority believes that a person has violated this article, the enforcement authority may order compliance with this article by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

(1) The elimination of non-storm water discharges to the storm drainage system, including, but not limited to, disconnection of the premises from the MS4.

(2) The cessation of discharges, practices, or operations in violation of this article.

(3) At the Person's expense, the abatement or remediation (in accordance with best management practices in DEP rules and regulations) of non-storm water discharges to the storm drainage system and the restoration of any affected property; and/or

(4) The payment of fines, of the city's remediation costs and of the city's reasonable administrative costs and attorneys' fees and costs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement or restoration must be completed.

(b) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the city's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and State environmental laws and

regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(c) *Consent agreement.* The enforcement authority may, with the approval of the city manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(d) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the enforcement authority to the city manager or his or her designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The city manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the city manager and the appellant. The city manager may affirm, reverse or modify the decision of the enforcement authority. A suspension under Section 32-5 of this article remains in place unless or until lifted by the city manager or by a reviewing court. A party aggrieved by the decision of the city manager may appeal that decision to the Maine superior court within 45 days of the date of the city manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(e) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the city manager, within 45 days of a decision of the city manager affirming the enforcement authority's decision, then the enforcement authority may recommend that the corporation counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

(f) *Ultimate responsibility of discharger.* The standards set forth herein are minimum standards; therefore this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This article shall not create liability on the part of the city, or any officer agent or employee thereof for any damages that

result from any person's reliance on this article or any administrative decision lawfully made hereunder.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-22. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.
(Ord. No. 85-08/09, 10-20-08; Ord. No. 35-09/10, 8-17-09)

Sec. 32-23. Reserved.
Sec. 32-24. Reserved.
Sec. 32-25. Reserved.
Sec. 32-26. Reserved.
Sec. 32-27. Reserved.
Sec. 32-28. Reserved.
Sec. 32-29. Reserved.
Sec. 32-30. Reserved.
Sec. 32-31. Reserved.
Sec. 32-32. Reserved.
Sec. 32-33. Reserved.
Sec. 32-34. Reserved.
Sec. 32-35. Reserved.

ARTICLE III. POST-CONSTRUCTION STORMWATER MANAGEMENT.

Sec. 32-36. Applicability.

This article applies to all development projects that require a stormwater management plan pursuant to section V of the department of planning and urban development's Technical and Design Standards and Guidelines.
(Ord. No. 35-09/10, 8-17-09)

Sec. 32-37. Post-construction stormwater management plan approval.

Notwithstanding any ordinance provision to the contrary, no applicant for a development project to which this article is applicable shall receive approval for that development project unless the applicant also receives approval for its post-construction stormwater management plan and for the best management practices ("BMPs") for that development project.
(Ord. No. 35-09/10, 9-17-09)

Sec. 32-38. Post-construction stormwater management plan compliance.

Any person owning, operating, or otherwise having control over a BMP required by a post construction stormwater management plan shall maintain the BMPs in accordance with the approved plan and shall demonstrate compliance with that plan as follows:

(a) *Inspections.* The owner or operator of a BMP shall hire a qualified post-construction stormwater inspector to at least annually, inspect the BMPs, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.

(b) *Maintenance and repair.* If the BMP requires maintenance, repair or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator of the BMP shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the department of public services ("DPS") in the annual report.

(c) *Annual report.* The owner or operator of a BMP or a qualified post-construction stormwater inspector hired by that person, shall, on or by June 30 of each year, provide a completed and signed certification to DPS in a form provided by DPS, certifying that the person has inspected the BMP(s) and that the yare adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, including the record of the deficiency and corrective action(s) taken.

(d) *Filing fee.* Any persons required to file and annual certification under this section shall include with the annual certification a filing fee established by DPS to pay the administrative and technical costs of review of the annual certification.

(e) *Right of entry.* In order to determine compliance with this article and with the post-construction stormwater management plan, DPS may enter upon property at reasonable hours with the consent of the owner, occupant or agent to inspect the BMPs.

Sec. 32-39. Enforcement.

It shall be unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article or of the post-construction stormwater management plan. Whenever the enforcement authority believes that a person has violated this article, DPS may enforce this article in accordance with 30-A M.R.S.A. § 4452. Each day on which a violation exists shall constitute a separate violation for purposes of this section.

(a) *Notice of violation.* Whenever DPS believes that a person has violated this article or the post-construction stormwater management plan, DPS may order compliance by written notice of violation to that person indicating the nature of the violation and ordering eh action necessary to correct it, including, without limitation:

(1) The abatement of violations, and the cessation of practices or operations in violation of this article or of the post-construction stormwater management plan;

(2) At the person's expense, compliance with BMPs required as a condition of approval of the development project, the repair of BMPs and/or the restoration of any affected property; and/or

(3) The payment of fines, of the City's remediation costs and of the City's reasonable administrative costs and attorneys' fees and costs.

(4) If abatement of a violation, compliance with BMPs, repair of BMPs and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement, compliance, repair and/or restoration must be completed.

(b) *Penalties/fines/injunctive relief.* In addition to the imposition of any other costs or penalties provided for herein, any person who violates this section shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the city's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this section also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to

attorneys' fees and costs, incurred b y the city for violation of federal and state environmental laws and regulations caused by or related to that person's violation of this article; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this section.

(c) *Consent agreement.* The enforcement authority may, without approval of the city manager, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this article for the purposes of eliminating violations of this article and of recovering fines, costs and fees without court action.

(d) *Appeal of notice of violation.* Any person receiving a notice of violation or suspension notice may appeal the determination of the enforcement authority to the city manager or his or her designee. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The city manager shall hold a hearing on the appeal within 30 days from the date of receipt of the notice of appeal, except that such hearing may be delayed by agreement of the city manager and the appellant. The city manager may affirm, reverse or modify the decision of the DPS. A party aggrieved by the decision of the city manager may appeal that decision to the Maine superior court within forty-five (45) days of the date of the city manager's decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(e) *Enforcement measures.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or , in the event of an appeal to the city manger, within forty-five (45) days of a decision of the city manager affirming the enforcement authority's decision, then the enforcement authority may recommend that the corporation counsel's office file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

(Ord. No. 35-09/10, 8-17-09)

Sec. 32-40. Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this article.

(Ord. No. 35-09/10, 8-17-09)

STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT

For SITE PLANS (THAT ARE NOT SUBDIVISIONS)

IN CONSIDERATION OF the site plan approval granted by the Planning Board/Planning Authority of the City of Portland to the proposed _____ (*name of development and project number)*), and the associated Grading, Drainage & Erosion Control Plan (*insert correct name of plan)* (Exhibit A) submitted by_____, prepared by _____ (*engineer/agent*) of _____(address) dated _____, and pursuant to a condition thereof, _____ (*name of owner*) a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of _____, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

Maintenance Agreement

That it, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the _____ (*details of the system such as underdrained subsurface sand filter BMP system, rain gardens, storm drain pipes, underdrain pipes, catch basins*), (hereinafter collectively referred to as the "stormwater system"), as shown on the _____Plan in Exhibit A and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement (*insert correct name of document)* prepared for the Owner by _____ (copy attached at Exhibit B) and Chapter 32 of the Portland City Code.

Owner of the subject premises further agrees, at its own cost, to keep a Stormwater Maintenance Log. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the site plan most recently and formally approved by the Planning Board/Planning Authority of the City of Portland.

This agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon the Owner's successors and assigns as their interests may from time to time appear.

The Owner agrees to record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any Condominium Association or management company, and to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this agreement and release "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. The real estate shown by chart, block and lot number in the records on file in the City Assessor's office shall constitute "the property" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax roles on file in the City Assessor's Office.

If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or liening it or create a cause of action against the City.

Dated at Portland, Maine this _____ day of _____, 2014.

_____
(*name of company*)

_____
(*representative of owner, name and title*)

STATE OF MAINE
CUMBERLAND, ss. Date: _____

Personally appeared the above-named _____(*name and title*), and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

_____
Notary Public/Attorney at Law

Print name: _____

Exhibit A: Approved Grading and Drainage Plan *(name of the plan showing the Stormwater System in detail)*

Exhibit B: Approved Stormwater Maintenance and Inspection Agreement

Performance Guarantee, Inspection Fee, and Infrastructure Financial Contribution Packet Portland, Maine

Planning and Urban Development Department

A. Site Plan/Subdivision Performance GuaranteesRequired

Portland's Land Use Code requires all developers with approved site plan and/or subdivision applications to submit a performance guarantee to the City prior to the start of any construction or site improvements. The performance guarantee represents 100% of the total cost of site improvements, as determined by the City.
The code further requires developers to pay an inspection fee of 2% of the performance guarantee amount to the City for the administrative costs associated with inspecting construction activity to ensure that it conforms with plans and specifications.
(Portland's Land Use Code, Sections 14.11.3 and 14.11.4)

B. Cost Estimate Form and Inspection Fee

The performance guarantee covers major site improvements related to site plan and subdivision review, such as paving, roadway, utility connections, drainage, landscaping, lighting, etc. Please submit an itemized cost estimate form to determine the detailed costs of both public and private site improvements to the Planning office for review and approval. The cost estimate form (excel format) can be downloaded from the city's website here: http://portlandmaine.gov/costestimate The approved amount on the Cost Estimate form is the amount to be covered by the performance guarantee and is the basis for calculating the 2% inspection fee.

C. Acceptable Types of Performance Guarantees

The accepted forms of a performance guarantee, covering the amount approved on the Cost Estimate form, must be one of the following options consistent with the attached templates, with **NO** exceptions. The templates and instructions be located on our website at: https://www.portlandmaine.gov/2157/Performance-Guarantee

1. A letter of credit from a bank/credit union
2. A deposit into a bank-held escrow account
3. A deposit into a City-held escrow account

NOTE: No land use application of any kind shall be processed, reviewed or issued, no signed subdivision plat shall be released or recorded, and no building permit of any kind shall be issued unless all fees have been paid and every aspect of the proposed development is in compliance with City Codes as determined by the Development Review Coordinator in the Planning office.

The developer is eligible to receive up to three reductions from the performance guarantee in a calendar year equal to the estimated cost of the completed improvements. In no case, however, shall any performance guarantee be reduced 1) in any line item where improvements remain to be completed; or 2) to a value which is less than the estimated cost of completing all remaining required improvements; or 3) to a value less than 10% of the Performance Guarantee. *(The Cost Estimate Form can also be used during the construction phase to submit reductions of fully completed site work items)*

At the conclusion of the project, the City will release 90% of the performance guarantee after the Development Review Coordinator determines that site improvements have been satisfactorily completed at the time of the final inspection. The City will then retain a 10% defect guarantee to cover the workmanship and durability of materials used in construction. The defect guarantee will be released one
(1) year from date of acceptance, subject to the Development Review Coordinator inspecting the site and finding it in compliance with the approved site plan.

D. Housing Replacement Performance Guarantees

For those projects that are subject to Portland's Housing Preservation and Replacement Ordinance (Section 18.1) and have an approved plan, then a performance guarantee is required for housing replacement. An owner or developer must post a performance guarantee in the form of a letter of credit in the amount equivalent to the amount the applicant would have been required to contribute to the City's Housing Fund, if the applicant had chosen that option. The guarantee shall be valid for no more than three years, after which the full amount shall be provided to the City's Housing Trust Fund, if replacement units meeting the code do not have certificates of occupancy. The guarantee can be released upon the issuance of a certificate of occupancy for the replacement units. A suggested template for a Housing Replacement Performance Guarantee is included as Attachment 4.

E. Infrastructure Accounts

Contributions to infrastructure accounts may be required as part of the conditions of site plan approval. The contributions must be submitted prior to the issuance of any permits, unless stated otherwise in the approval. The form for submitted required contributions is included as Attachment 5.

F. Administrative Process for Submitting Performance Guarantee

- **Step 1 – Submit a Cost Estimate for Review**

  Submit completed cost estimate form to the Planning Division for review and approval. Once approved, use this total amount as the performance guarantee amount in Step 2.

- **Step 2 – Drafting a Performance Guarantee**

  Complete a draft of 1 of the 3 attached performance guarantee templates, inputting project specific information (Reference Guide for Drafting for help) into blank and bracketed areas, and submit to the Planning Division for final approval. Submit a draft to **planning@portlandmaine.gov** to

ensure fields are correctly entered. Once staff approved the draft, the applicant shall submit the official signed original performance guarantee document, which for option 1) or 2) must be on Bank/Credit Union letterhead with original signatures.

□ **Step 3 - Submit Performance Guarantee, Inspection Fee, and Infrastructure Contributions** Submit the final original Performance Guarantee, the required inspection fee, and any infrastructure contributions (Include Attachment 6 form) to the Planning Division. The Planning Division will confirm that the final documents are accurate and acceptable.

□ **Step 4 - Release of Recording Plat and Permits**
Only after the performance guarantee is issued, fees paid, and all other conditions of site plan approval and compliance are met, will the recording plat be released for recording at the Cumberland County Registry of Deeds and/or City permits issued.

Contact: Please email the Cost Estimate Form to Max Martin at **mjmartin@portlandmaine.gov** After the cost estimate is approved, all Performance Guarantees and Infrastructure Contributions can be submitted by mail to: **City of Portland Planning and Urban Development, 389 Congress Street, 4th Floor, Portland, ME 04101**.

To: Jimmy Dealaman, Planner, Planning & Urban Development Department
From: Victoria Volent, Housing Program Manager, Housing & Community Development Division
Date: May 16, 2022
Subject: 57 Douglass– Inclusionary Zoning Conditional Use

All developments of ten (10) units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements set forth in Chapter 14, Section 18.2 of the Zoning Ordinance.

Chapter 14, Section 18.2, Affordable Housing, requires at least twenty-five percent (25%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. The ordinance under Section 18.2.3 C (5) also requires the number of bedrooms in the units shall be 10% of the total number of bedrooms in the development.

57 Douglass Street proposes the construction of 120 units of housing over two phases. The project triggers Inclusionary Zoning as it would create ten or more new dwelling units through new construction. Per Section 18.2.3 C 3, "projects shall not be segmented or phases to avoid compliance with these provisions."

Phase I proposes the construction of one five-story building with 63 units of housing containing 35 one-bedroom, 18 two-bedroom, and 10 three-bedroom units.

Phase II proposes the construction of; one three-story townhouse containing 6 one-bedroom units and 6 three-bedroom units for a total of 12 units; three townhouses the first of which would contain 6 units (with 6 three-bedrooms), the second and third building would contain 4 units each for a total of 8 units (with a total of 8 three-bedroom units); three courtyard flats made up of 2 three-story building containing a total of 20 units (with 8 one-bedroom, 10 two-bedroom and 2 three-bedroom units) and a third three-story building containing 11 units (with 1 studio, 4 one-bedroom, 5 two-bedroom, and 1 three-bedroom units). The total bedroom count for Phase II is: 1 studio unit, 18 one-bedroom units, 15 two-bedroom units, and 23 three-bedroom units.

Phase I proposes to provide 46 units at or below 60% AMI (23 one-bedroom and 14 two-bedroom units) and 17 units at market rate. 46 out of 63 units equals 74% of the total units as deed restricted.

Phase II proposes to provide 25% of the cooperative units (15 units) deed restricted to households at or below 80% AMI.

The term of affordability for the workforce units provided shall be defined as set forth in Table 18-B. At 25% of workforce units provided, the minimum term of affordability is thirty (30) years.

Staff recommends the Planning Board Approve this Conditional Use provided the Applicant, Maine Cooperative Development Partners, and the City enter into an agreed upon Affordable Housing Agreement (AHA) for 15 (fifteen) workforce units before a Building Permit may be issued.

The Affordable Housing Agreement will outline the details of the affordability restrictions placed on the Workforce Units and will be filed as a covenant to the property's deed with the Cumberland County Registry of Deeds before a Certificate of Occupancy may be issued.

Sincerely,

Victoria Volent
Housing Program Manager

57 Douglas Street - Amendment Traffic Review

Att. 4

Tom Errico <thomas.errico@tylin.com> Tue, Apr 18, 2023 at 7:48 AM
To: Sean King <sking@portlandmaine.gov>
Cc: Jeremiah Bartlett <jbartlett@portlandmaine.gov>, Janine Ba <janineba@portlandmaine.gov>

Hi Sean – I have reviewed the application materials and the increase in residential units from 120 to 125 will not have a significant impact on traffic mobility and safety and parking demand/supply. I have no comments.

If you have any questions, please contact me.

Best regards,

Tom Errico, P.E.
NE TRAFFIC ENG. DIRECTOR
T +1 207.347.4354
M +1 207.400.0719
thomas.errico@tylin.com

TYLin
12 Northbrook Drive
Building A, Suite One
Falmouth, ME 04105, United States
TYLin.com

Sean King <sking@portlandmaine.gov>

PL-002271-2022 57 Douglass Street DPW Comments

Janine Ba <janineba@portlandmaine.gov> Wed, Feb 15, 2023 at 8:54 PM
To: Sean King <sking@portlandmaine.gov>
Cc: Keith Gray <kgray@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Justin Pellerin <jrp@portlandmaine.gov>, Lauren Swett <lswett@woodardcurran.com>, Tom Errico <thomas.errico@tylin.com>

Good afternoon Sean,

Below are DPW's comments for PL-002271-2022 57 Douglass Street. Let me know if you have any questions.

Project Number: PL-002271-2022

57 Douglass Street

DPW Development Review Comments

02/15/2023

- DPW Transportation
  - No comment
- DPW Water Resources
  - No comment

Regards,

--
Janine Ba
Project Engineer
City of Portland Department of Public Works
212 Canco Rd. Suite B
Portland, ME 04103
janineba@portlandmaine.gov
207-874-8463

Design Review
Planning and Urban Development Department

City of portland

Subject: 57 Douglass Street
Zone: R-5a
Date of Review: Wednesday, April 12, 2023
Reviewer(s): Sean King (Urban Designer), Kevin Kraft (Deputy Director), Matt Grooms (Development Review Service Manager)
Project ID: PL-002271-2022

I. DESIGN REVIEW COMMENTS

(h) Planned Residential Unit Development (PRUDs) in the R-5a Residential Zones.

(1) STANDARDS. *Planned residential unit developments (PRUDs) in the R-3, R-5 or R-5a residential zones and manufactured housing parks in any zone shall meet the following standards.*

Standard (1) a. Design relationship to the site

The placement, orientation and arrangement of buildings types (Courtyard flats, Townhouses, Rowhouses and Apartment building) are responsive to the surrounding neighborhood street network and provide adequate southern solar exposure for morning / evening light. The proposed PRUD has a new primary roadway access from Douglass Street, interior roadways are limited for vehicles to access parking and drop-off areas to prioritize pedestrian accessibility with walkways to all residential entryways and open spaces. The location of parking and drainage facilities are proposed at the southern edge of the property to arrange the close proximity of buildings that complement the walkable connections to existing open space features at Dougherty Field and sidewalk connection to Douglass Street. The proposed development provides an interior network of open spaces with communal, shared and private spaces.

Standard (1) b. Internal design character and relationship to the surrounding neighborhood

Context: The surrounding neighborhood contains a variety of residential housing types that range from single-family, two-family and multi-family dwelling units. The close proximity of existing residential housing to each other and clear orientation to the street characterize typical building placement throughout the neighborhood. Existing buildings include a majority of gable roofs, flat roofs utilized in multi-family units, entryway porches and simple windows. Other adjacent uses that border the property include Dougherty Field recreation area, Dougherty Field Path, and Interstate I-295 on/off ramps which do not reinforce the neighborhood form and must address adequate buffers from existing uses where appropriate. The applicant has provided updated plans and views to verify sufficient vegetated buffers from adjacent uses.

Architectural character: The overall building design character should complement existing development in the surrounding neighborhood that range in a variety of materials that include traditional lap siding, natural and composite siding shingles. The architectural character of the proposed building types

(Courtyard flats, Townhouses, Rowhouses and Apartment building) include a range in siding material – cedar shiplap, reverse board and batten, traditional lap with reveal variation and color, fiber cement lap siding and paneling, metal shingles and brick base that effectively relate to surrounding neighborhood. The proposed building types include shared entrance canopies of various form / color / material, façade articulation and window fenestration patterns oriented towards primary circulation routes.

Height, scale, and massing: The design and layout of buildings exhibit a cohesive design character expressed by a diversity of housing types, roof types and exterior facades to create a unique neighborhood. **The applicant has proposed a transition in building heights, ranging in 2-story and 3-story residential buildings of various roof roofs, from the existing residential buildings along Douglass Street that staff finds is appropriate.** Taller building heights are proposed at the interior of the property with the 5-story apartment building located furthest from the surrounding buildings. The applicant has provided additional building design variation for all units and housing types above 2 units with building lengths greater than forty (40) feet. **Theses variations include façade material changes to differentiate units vertically, variation in roof forms, window arrangement and building massing composition articulated with appropriate material changes.**

Standard (1) c. Recreation and open space

1. External buffers: Sufficient landscape buffers via screening shrubs and tree plantings are provided around perimeter of the property. Applicant has confirmed the existing trees along State Interstate 295 on/off ramp as an existing external buffer to remain.

2. Internal buffers: Effective privacy between unit entryways, screening of utilities (e.g. transformer, generator), roadways and waste collection is proposed with sufficient screening shrubs.

3. Passive recreational open space: Proposed passive recreational open space includes paved walkways, stone bench seating, lawn spaces and paved communal patio spaces. Applicant has highlighted a communal entryway canopy at the ground floor central to the Apartment building to encourage access to open space amenities. Applicant has indicated the site constraints that restrict the addition for an outdoor amenity at basement level due to (38.5') finish floor elevation 4.5' average below existing grade.

4. Active recreational open space: The applicant's master landscape plan promotes connection to the existing recreational area at Dougherty Field and multi-use path managed by Portland Trails. Applicant has provided sufficient site lighting within close proximity to the proposed walkway and stair pedestrian access connection.

5. Private open spaces: Proposed private open spaces are included within the applicant's master landscape plan to include; balconies and entryway porches at Rowhouses, individual unit patios and entryway porches proposed at rear of Townhouses, and balconies proposed at Courtyard Flats. City staff continues to suggest additional opportunities for private open space for residents (ie. Balconies, yards, decks, patios) at Apartment building, applicant has indicated significant costs that would be a financial burden not available due to the project's funding mechanism.

ACORN ENGINEERING, INC.

April 7, 2023

Subject: Site Plan Amendment Narrative
Dougherty Commons Redevelopment

On behalf of the Maine Cooperative Housing Development Partners, we are pleased to provide this narrative for an amendment to the approved site plan for the Dougherty Commons redevelopment in the Libbytown neighborhood.

After receiving more information regarding building typology construction costs, the project team has decided to alter the building layouts in the western and northern rows of the Phase II redevelopment. Overall, the changes will result in an increase from 120 to 125 housing units and a decrease in impervious area.

After a neighborhood meeting raised concerns about the massing of the three-story buildings along the west property line, the design was altered to replace one of those buildings with a two-story townhome. This change will add an additional 5 housing units from the approved submission and an outdoor space between the buildings with a walking path and stone benches. Project phasing will not be affected due to these changes. Parking provisions for the site are linked to the eventual affordable unit count per the conditions of approval. The parking analysis document has been updated to reflect the changing affordable unit counts and a reinterpretation of the Institute of Transportation Engineers (ITE) affordability definitions. Please note that based upon this clarification, the condition of approval related to additional parking on site no longer appears to be necessary. This is based upon the fact that a maximum of 17 units will be considered market rate according to the ITE statistics and Land Use Categories.

The entirety of plan sets along with any documents that changed as a result of this amendment will be resubmitted to the City for review. Please refer to the additional documents from the project architects for further information. Please let us know if you have any additional questions or comments.

Sincerely,

Sam Lebel

Samuel J. Lebel, P.E.
Project Manager
Acorn Engineering, Inc.

102 Exchange Street Portland, ME 04101 | (207) 842-2888 | kaplanthompson.com

April 7, 2023

DOUGLASS COMMONS
Architectural Narrative – Amendment | Planning Board

We have made several changes to the original, approved submission. These include increasing the total number of units by five (5) but reducing the total number of buildings by one (1). Through the replacement of two (2) Townhouse buildings with one (1) Rowhouse building, we are increasing the density and overall efficiency of the community.

We have replaced two (2) of the 4-unit two-story Townhouse buildings that line the western property line with one (1) three-story 16-unit Rowhouse, and reduced the 6-unit Townhouse to a 4-unit Townhouse. The intention is to introduce a break in scale between the three-story buildings that are arranged perpendicular to each other on the site with a smaller two-story building. The shorter building will help ease the transition in scale from the existing neighborhood, which consist of two-to-three-story homes, to the three-story, and then five-story buildings across the site.

We've also advanced a number of architectural elements, which we feel add to the richness of the design.

We have added a variation to the rear of the rowhouse roof eave condition, lifting it up at certain locations. The intent is to further accentuate the rhythm and interest of the repeated units as they might typically appear in an urban setting, with occasional variation along the length of a streetscape. In addition, we are increasing window heights in those locations to respond to the added façade heights and add additional variation between units.

We are now recessing all the window units back from the face of the siding to provide a more robust shadow line, and increase the effective depth within the façade. Additionally, we are reducing the height of the kitchen window on the front of the rowhouse and adding variation to fenestration at the second level through a large, picture window from the main living space. This increases the connectivity of occupants to other homeowners within the community.

Other minor changes include:

- adding one (1) ANSI/ADAAG unit on the end of north 12-unit Rowhouse
- adding tenant storage spaces to the ends of all the townhouse and rowhouse buildings
- all three community flats buildings are now 10-units (the Southern Community flats building, ground floor 2-bedroom unit to a three-bedroom)

Original text below for reference:

We are proposing three different building types on the site in addition to the five-story building to the east. The two-story Townhouses are arranged along the western property line behind the current residential neighborhood. Three-story Rowhouses line the northern edge, while the three-story Community Flats buildings occupy the central portion of the site. The intent is to gradually increase the scale of the buildings from west to east as you move through the site, keeping the shortest buildings closer to Douglass Street and the existing two-to-three-story homes.

Our approach to the roof form of the height-limited Community Flats building is to develop a series of low-pitched roof planes that undulate across the facade of the buildings and are occasionally tipped down to denote the entrances below. This undulating roof form carries across the site from building to building, which establishes a language that is reflected in the Townhouses and Rowhouses where roofs are occasionally tipped up to highlight corners and connections. The Townhouse entrances are highlighted by a simple entry canopy that

matches the pitch of the larger Community Flats buildings. The Rowhouse has a more elaborate series of similarly pitched entrance canopies that dance along the facade to individualize the unit entries as well as to help reduce the scale of the overall building.

We intend to use common siding materials and alter their installation methods to help break up the facades by a change in texture, spacing, and orientation. There are shared cladding materials between buildings that reinforce their connection and establish the rhythm of textural and material changes at the unit entrances. We've also altered the heights of the windows at various locations in reference to the undulating roof forms.

The Community Flats buildings provide exterior deck spaces on the upper levels which add visual interest and provide a recessed area for a specific cladding treatment. The entry spaces are clad with a locally sourced natural Eastern White Cedar in locations where the building is experienced in close proximity.

The building's architectural design details, along with the careful attention to landscape design and public circulation spaces will provide a welcoming and interactive neighborhood experience for this unique site.



Phil Kaplan
Maine Licensed Architect, AIA
Kaplan Thompson Architects

Parking Analysis

Dougherty Commons
Portland, Maine

Introduction

The project proposes 125 dwelling units within seven (7) buildings at Dougherty Commons, the former West School in the Libbytown neighborhood. With the project triggering a major site plan, the Planning Board shall establish the off-street parking requirement based on a parking study per Table 19-B of the Zoning Ordinance.

Definitions

The parking generation for the project has been calculated using the Institute of Transportation Engineers (ITE) publication, *Parking Generation*, 5th Edition. The following Land Use Codes (LUC) were used to model the parking generation from the redevelopment:

- The 5-story apartment building 17 market-rate units were modeled as LUC 221 (Multifamily Housing – Mid-Rise). This LUC is defined as "Mid-Rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors)." The setting/location category is considered Dense Multi-Use Urban (less than a half mile to rail transit).

- The remaining units in the apartment building and the totality of Phase II units were modelled as LUC 223 (Affordable Housing – Income Limits). These units will be deed restricted for affordability based upon the tenants' income <100% AMI (area median income) and thus by ITE definition considered affordable housing.

  This is a notable change from the original submission based on new information from ownership regarding the income-restrictions on the units in question and reinterpretation of the ITE affordability definition that is based on AMI statistics instead of the City's definitions of affordability. As "market rate" rent is broadly determined by >120% AMI, it follows that anything under that threshold is applicable to the ITE definition "Affordable housing includes all multifamily housing rented at below market rate." Therefore, all proposed units, with the exception of 17 units reserved for market rate rentals are considered affordable. Accordingly, the parking generation numbers have been recalculated. The proposed parking supply is sufficient when compared to the demand and a condition of approval to demonstrate the remaining spaces between supply and demand no longer appears to be necessary.

Parking Generation

In accordance with Table 19-B of the City's Code, a parking analysis has been prepared to project the parking requirement for the site. As such, this analysis estimates the peak parking demand using the industry standard ITE Parking Generation Manual (5th Edition).

The number of dwelling units of the development (125) was used to determine the parking rates, with (108) of the dwellings units designated to be priced below market rate.

The following table summarizes the ITE parking generation for the site. Please refer to the attached excepts from the ITE manual for the peak parking rates.

ITE Parking Generation Summary – Full Site

LUC	Units	Rate	Weekday Peak Hour Average Parking Demand
Mid-Rise Multi-Family	17	0.71	12
Affordable Housing – Income Limits	108	0.53	58
Total	**125**		**70**

ITE Parking Generation Summary – Alternative LUC Analysis

LUC	Units	Rate	Weekday Peak Hour Average Parking Demand
Mid-Rise Multi-Family	17	0.90	16
Affordable Housing – Income Limits	108	0.53	58
Total	**125**		**74**

As seen in the above table, using the industry standard parking generation rates and based upon the floor plans developed thus far, the project anticipates a total of 70 required parking spaces at the peak hour of parking demand. The plan for the development provides for 78 possible parking spaces with 56 spaces reserved for the apartment building and 22 reserved for the cooperative buildings.

The alternative analysis above was recommended by the City's peer reviewer using a land-use category with higher rates based on his comment that the Portland Transportation Center and the Amtrak service do not qualify for a commuter rail station. This alternative calculation effectively provides the upper limit of parking demand. Therefore with a range of 72-76, the proposed 78 parking spaces is sufficient. Furthermore, given the project is in close vicinity to downtown and multimodal opportunities, we believe these are conservative estimates for the parking demand at the development.

ITE Parking Generation Summary – Phase I (63 Units)

LUC	Units	Rate	Weekday Peak Hour Average Parking Demand
Market Rate Mid-Rise Multi-Family	17	0.71	12.1
Affordable Housing – Income Limits	46	0.53	24.4
Total			**37**

As seen in the above table, using the industry standard parking generation rates and based upon the floor plans developed thus far, the project anticipates a total of 37 required parking spaces at the peak hour of parking demand. The plan for the development provides for 56 possible parking spaces, with the additional spaces provided for guest parking.

ITE Parking Generation Summary – Phase II (66 Units)

LUC	Units	Rate	Weekday Peak Hour Average Parking Demand
Affordable Housing – Income Limits	62	0.53	33
Total			**33**

As seen in the above table, utilizing the industry standard parking generation rates based upon the floor plans developed thus far, the project anticipates a total of 33 required parking spaces at the peak hour of parking demand. The plan for the development provides for 22 parking spaces.

It should also be noted that a specific land use category does not exist for the cooperative housing model. Based on the experience of our clients with similar urban housing projects, parking demand is typically less than what is predicted by the industry standard models. This is reinforced by the Co-Op unbundling parking from ownership.

Adjacent On Street Parking

On-street parking is available on Douglass Street except during local sporting events. Although the study above does not rely on on-street parking to supplement the parking count, at most times of the week, on-street parking is generally available for both tenants and guests.

Unbundling Rent and Parking Fees

As an incentive to reduce parking demand, the cooperative housing applicant proposes to unbundle rent and parking. Parking spaces will be rented at competitive market rates, and not discounted significantly for tenants. This strategy has been shown to effectively reduce demand as tenants usually opt for alternative modes of travel or simply choose not to buy parking when parking spaces are charged as a separate fee.

Bicycle Parking

The applicant proposes abundant bicycle parking both internally, in a storage room specifically for bicycles within the apartment building, and externally on a multitude of bike hoops congregated in three locations throughout the development. In total, at least 50 bicycle parking spaces will be provided, far exceeding the 40% of parking required per City Ordinance.

METRO Bus Service Access / Portland Transportation Center

Transit stops for the Route 9 bus are currently located on either side of Congress Street and is located 150 ft. away from the Dougherty Field Path. Information on the METRO's bus routes and schedule will be posted throughout the buildings and A map of the Route 9A/B transit map has been attached to this report. The Portland Transportation Center is a 0.4 mile walk from the development. This transportation hub features connections to regional and long-distance bus networks as well as the Amtrak Downeaster train. Overall, this site is extremely well-positioned to offer multimodal transportation opportunities to residents.

Pedestrian Access

Dougherty Field Path will connect the development to Congress and St. James St, which leads to the system of well-maintained and accessible public sidewalks. This network connects the site with the many proximate businesses and services in the area. Additional lighting has also been provided as part of the plan to make this segment of the trail a more attractive option for accessing the surrounding options during nighttime.

Conclusion

Given the project is representative of a TOD, provides 78 off-street parking spaces vs the 125 units, and is slated primarily for affordability, this parking analysis serves to demonstrate the project's parking adequacy. Several transportation demand management (TDM) strategies have been implemented and while the project has not prepared a formal TDM, it should be noted the zoning code specifically allows for transit proximate development to forego parking: *"No off-street parking shall be required within ¼ mile of fixed route transit service. New uses or changes of use of more than 10,000 SF taking advantage of this exception shall be required to provide a Transportation Demand Management Plan if they use this provision in lieu of parking requirements."* Not only do several bus stops exist within a quarter mile of the site, but the Transportation Center is less than a half mile from the site. Given the overall 0.65 parking ratio provided and the many multimodal opportunities, it is our professional opinion that the 78 proposed parking spaces are sufficient for the development.

ATTACHMENTS

A. METRO Bus Route #9 and Schedule
B. Multimodal Transportation Exhibit

METRO ROUTE 9A

Effective Date: November 14, 2021

MONDAY THROUGH FRIDAY
NORTH DEERING VIA STEVENS AVENUE

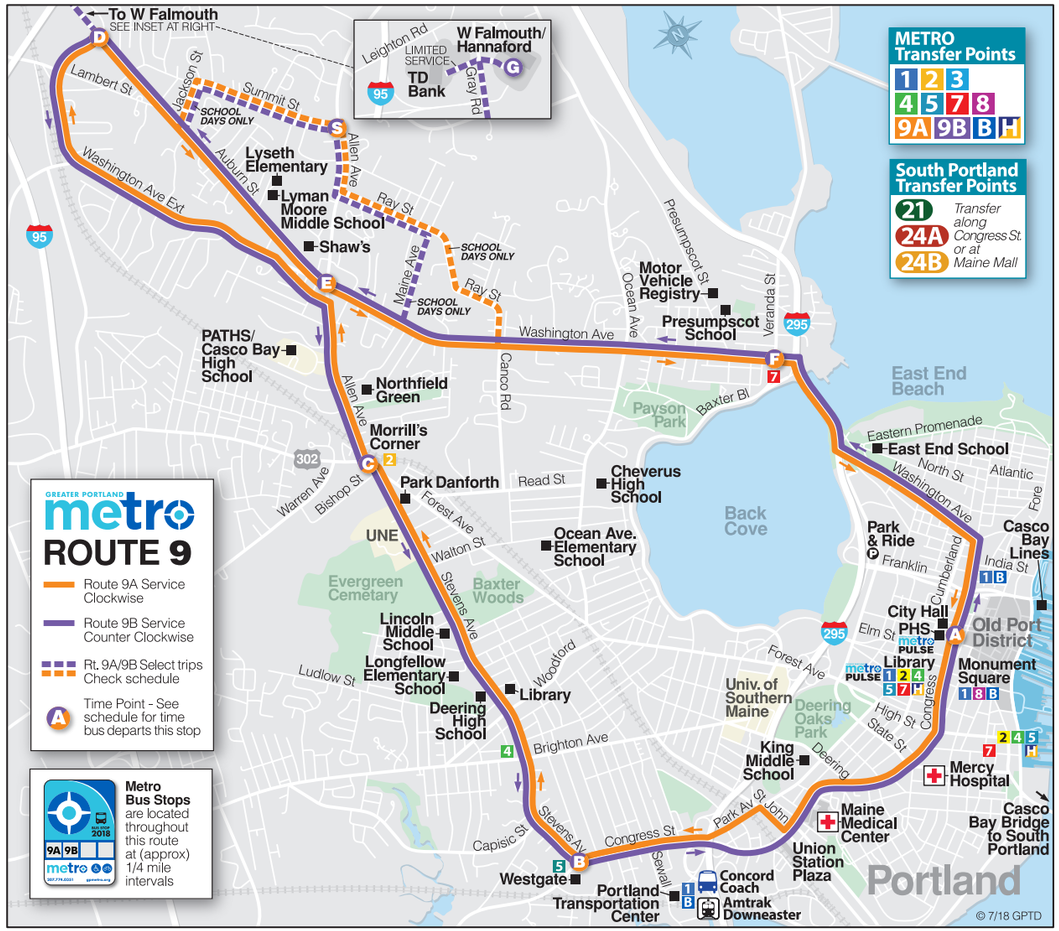
City Hall (A)	Westgate (B)	Morrill's Corner (C)	Washington Auburn (D)	Summit Allen (S)	Allen's Corner (E)	Washington Veranda (F)	City Hall (A)
5:35	5:44	5:54	6:10	X	6:14	6:22	6:30
6:05	6:15	6:25	6:40	X	6:44	6:52	7:00
6:30	6:42	6:52	7:08	X	7:13	7:21	7:30
X	X	X	X	X	X	7:30*	7:40*
X	7:03*	7:13*	7:25*	X	7:30*	7:40*	7:50*
7:00	7:13	7:23	7:35	X	7:40	7:50	8:00
X	7:18*	7:29*	7:40*	7:46*	X	7:56*	8:08*
7:30	7:43	7:53	8:08	X	8:13	8:21	8:30
7:40*	7:53*	8:03*	8:18*	X	8:23*	8:31*	8:40*
7:50*	8:03*	Trip ends at DHS 8:10		X	X	X	X
8:00	8:14	8:24	8:38	X	8:43	8:51	9:00
8:08*	8:22*	Trip ends at DHS 8:29		X	X	X	X
8:30	8:44	8:54	9:08	X	9:13	9:21	9:30
9:30	9:42	9:52	10:08	X	10:13	10:21	10:30
10:30	10:42	10:52	11:08	X	11:13	11:21	11:28
11:30	11:43	11:53	**12:12**	**X**	**12:17**	**12:25**	**12:35**
12:35	**12:48**	**12:58**	**1:15**	**X**	**1:20**	**1:28**	**1:35**
1:35	**1:47**	**1:57**	**2:17**	**X**	**2:22**	**2:30**	**2:40**
2:05	**2:17**	**2:27**	**2:47**	**X**	**2:52**	**3:00**	**3:10**
2:40	**2:52**	**3:02**	**3:21**	**X**	**3:26**	**3:35**	**3:45**
X	**2:57***	**3:07***	**3:26***	**3:31***	**X**	**3:40***	**3:50***
3:10	**3:22**	**3:32**	**3:51**	**X**	**3:56**	**4:05**	**4:15**
3:45	**3:58**	**4:08**	**4:26**	**X**	**4:31**	**4:40**	**4:50**
4:15	**4:29**	**4:39**	**4:57**	**X**	**5:02**	**5:12**	**5:25**
4:50	**5:04**	**5:14**	**5:31**	**X**	**5:36**	**5:45**	**5:55**
5:25	**5:39**	**5:49**	**6:06**	**X**	**6:11**	**6:20**	**6:30**
5:55	**6:10**	**6:20**	**6:35**	**X**	**6:40**	**6:48**	**6:55**
6:30	**6:43**	**6:53**	**7:10**	**X**	**7:14**	**7:22**	**7:30**
7:30	**7:42**	**7:52**	**8:08**	**X**	**8:12**	**8:20**	**8:30**
8:30	**8:42**	**8:52**	**9:08**	**X**	**9:12**	**9:20**	**9:30**
9:30	**9:40**	**9:50**	**10:08**	**X**	**10:12**	**10:20**	**10:25**

* Trips operate on school days only.

On early release days, trips will operate one hour early

SATURDAY
NORTH DEERING VIA STEVENS AVENUE

City Hall (A)	Westgate (B)	Morrill's Corner (C)	Washington Auburn (D)	Allen's Corner (E)	Washington Veranda (F)	City Hall (A)
7:30	7:45	7:55	8:10	8:15	8:23	8:30
8:30	8:45	8:55	9:10	9:15	9:23	9:30
9:30	9:45	9:55	10:10	10:15	10:23	10:30
10:30	10:45	10:55	11:10	11:15	11:23	11:30
11:30	11:45	11:55	**12:10**	**12:15**	**12:23**	**12:30**
12:30	**12:45**	**12:55**	**1:10**	**1:15**	**1:23**	**1:30**
1:30	**1:45**	**1:55**	**2:10**	**2:15**	**2:23**	**2:30**
2:30	**2:45**	**2:55**	**3:10**	**3:15**	**3:23**	**3:30**
3:30	**3:45**	**3:55**	**4:10**	**4:14**	**4:22**	**4:30**
4:30	**4:45**	**4:55**	**5:10**	**5:14**	**5:22**	**5:30**
5:30	**5:45**	**5:55**	**6:10**	**6:14**	**6:22**	**6:30**
6:30	**6:45**	**6:55**	**7:10**	**7:14**	**7:22**	**7:30**
7:30	**7:45**	**7:52**	**8:08**	**8:12**	**8:20**	**8:30**
8:30	**8:45**	**8:52**	**9:08**	**9:12**	**9:20**	**9:30**
9:30	**9:45**	**9:53**	**10:08**	**10:12**	**10:20**	**10:25**



Routes and schedules subject to change.

SUNDAY
NORTH DEERING VIA STEVENS AVENUE

City Hall (A)	Westgate (B)	Morrill's Corner (C)	Washington Auburn (D)	Allen's Corner (E)	Washington Veranda (F)	City Hall (A)
8:30	8:45	8:55	9:10	9:15	9:23	9:30
9:30	9:45	9:55	10:10	10:15	10:23	10:30
10:30	10:45	10:55	11:10	11:15	11:23	11:30
11:30	11:45	11:55	**12:10**	**12:15**	**12:23**	**12:30**
12:30	**12:45**	**12:55**	**1:10**	**1:15**	**1:23**	**1:30**
1:30	**1:45**	**1:55**	**2:10**	**2:15**	**2:23**	**2:30**
2:30	**2:45**	**2:55**	**3:10**	**3:15**	**3:23**	**3:30**
3:30	**3:45**	**3:55**	**4:08**	**4:12**	**4:20**	**4:25**

METRO ROUTE 9B

MONDAY THROUGH FRIDAY
NORTH DEERING VIA WASHINGTON AVENUE

Monument Square (A)	Washington Veranda (F)	Allen's Corner (E)	Summit Allen (S)	W. Falmouth Hannaford (G)	Morrill's Corner (C)	Westgate (B)	Monument Square (A)
5:40	5:48	5:56	X	X	6:17	6:27	6:40
6:05	6:13	6:20	X	6:28	6:42	6:52	7:05
6:40	6:48	6:56	X	X	7:16	7:26	7:40
7:05	7:13	7:21	X	7:29	7:44	7:55	8:10
7:12*	7:20*	X	7:31*	X	7:50*	8:00*	8:12*
7:40	7:48	7:56	X	X	8:16	8:26	8:40
8:10	8:20	8:27	X	8:34 TD	8:50	9:00	9:15
9:15	9:25	9:32	X	9:39	9:54	10:05	10:20
10:20	10:30	10:40	X	X	10:55	11:06	11:20
11:20	11:30	11:37	X	11:44 TD	**12:00**	**12:11**	**12:25**
12:25	**12:35**	**12:45**	**X**	**X**	**1:03**	**1:14**	**1:30**
12:55	**1:05**	**1:12**	**X**	**1:19**	**1:35**	**1:46**	**2:00**
1:30	**1:40**	**1:47**	**X**	**1:54**	**2:09**	**2:20**	**2:35**
2:00	**2:10**	**2:17**	**X**	**2:25**	**2:40**	**2:55**	**3:10**
X	**X**	**X**	**X**	Trip starts at DHS at 2:55*		**3:00***	**3:15***
X	**X**	**X**	Trip starts at CBHS at 2:55*		**3:00***	**3:10***	**3:25***
2:35	**2:45**	**2:55**	**X**	**X**	**3:14**	**3:25**	**3:40**
2:55*	**3:05***	**X**	**3:16***	**X**	**3:35***	**3:45***	**3:57***
3:10	**3:20**	**3:30**	**X**	**X**	**3:49**	**4:00**	**4:15**
3:15*	**3:23***	**3:30***	**X**	**X**	**X**	**X**	**X**
3:25*	**3:35***	**X**	**3:46***	**X**	**4:05***	**4:15***	**4:27***
3:40	**3:50**	**4:00**	**X**	**4:08 TD**	**4:24**	**4:35**	**4:50**
4:15	**4:25**	**4:35**	**X**	**X**	**4:54**	**5:05**	**5:20**
4:50	**5:02**	**5:12**	**X**	**5:20 TD**	**5:35**	**5:45**	**6:00**
5:20	**5:32**	**5:42**	**X**	**X**	**6:00**	**6:10**	**6:25**
6:00	**6:10**	**6:20**	**X**	**6:28**	**6:42**	**6:51**	**7:00**
6:25	**6:34**	**6:41**	**X**	**X**	**6:58**	**7:08**	**7:20**
7:20	**7:29**	**7:36**	**X**	**7:44**	**7:56**	**8:03**	**8:15**
8:15	**8:24**	**8:30**	**X**	**X**	**8:48**	**8:53**	**9:05**

On early release days, trips will operate one hour early

* Trips operate on school days only.

TD - Route travels to TD Bank after stopping at Hannaford.

SUNDAY
NORTH DEERING VIA WASHINGTON AVE

Monument Square (A)	Washington Veranda (F)	Allen's Corner (E)	W. Falmouth Hannaford (G)	Morrill's Corner (C)	Westgate (B)	Monument Square (A)
9:10	9:18	9:25	9:35	9:48	9:57	10:10
10:10	10:18	10:25	10:35	10:48	10:57	11:10
11:10	11:18	11:25	11:35	11:48	11:57	**12:10**
12:10	**12:18**	**12:25**	**12:35**	**12:48**	**12:57**	**1:10**
1:10	**1:18**	**1:25**	**1:35**	**1:48**	**1:57**	**2:10**
2:10	**2:18**	**2:25**	**2:35**	**2:48**	**2:57**	**3:10**
3:10	**3:18**	**3:25**	**3:35**	**3:48**	**3:57**	**4:10**
4:10	**4:18**	**4:25**	**4:35**	**4:48**	**4:57**	**5:10**

SATURDAY
NORTH DEERING VIA WASHINGTON AVE

Monument Square (A)	Washington Veranda (F)	Allen's Corner (E)	W. Falmouth Hannaford (G)	Morrill's Corner (C)	Westgate (B)	Monument Square (A)
8:10	8:18	8:25	8:35	8:48	8:57	9:10
9:10	9:18	9:25	9:35	9:48	9:57	10:10
10:10	10:18	10:25	10:35	10:48	10:57	11:10
11:10	11:18	11:25	11:35	11:48	11:57	**12:10**
12:10	**12:18**	**12:25**	**12:35**	**12:48**	**12:57**	**1:10**
1:10	**1:18**	**1:25**	**1:35**	**1:48**	**1:57**	**2:10**
2:10	**2:18**	**2:25**	**2:35**	**2:48**	**2:57**	**3:10**
3:10	**3:18**	**3:25**	**3:35**	**3:48**	**3:57**	**4:10**
4:10	**4:18**	**4:25**	**4:35**	**4:48**	**4:57**	**5:10**
5:10	**5:18**	**5:25**	**5:35**	**5:48**	**5:57**	**6:10**
6:10	**6:18**	**6:25**	**6:35**	**6:48**	**6:57**	**7:10**
7:10	**7:18**	**7:25**	**7:35**	**7:48**	**7:57**	**8:10**
8:10	**8:18**	**8:25**	**8:35**	**8:42**	**8:47**	**9:00**



ISSUED FOR	BY DATE
COMMENT RESPONSE	WHS 4/29/22

DRAWING NAME: **MULTIMODAL TRANSPORTATION EXHIBIT**

PROJECT NAME: **DOUGHERTY COMMONS**

CLIENT: DOUGLASS COMMONS, LLC.
PORTLAND, ME

ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
65 HANOVER STREET, PORTLAND, MAINE 04101
(207) 775-2655

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND IF DONE WITHOUT SUCH PERMISSION, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

DRAWING NO.
EX-1

Land Use: 221 Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

	Percent of Peak Parking Demand		
Hour Beginning	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

		Parking Supply Ratio	
Setting	**Proximity to Rail Transit**	**Per Dwelling Unit**	**Per Bedroom**
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/ Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

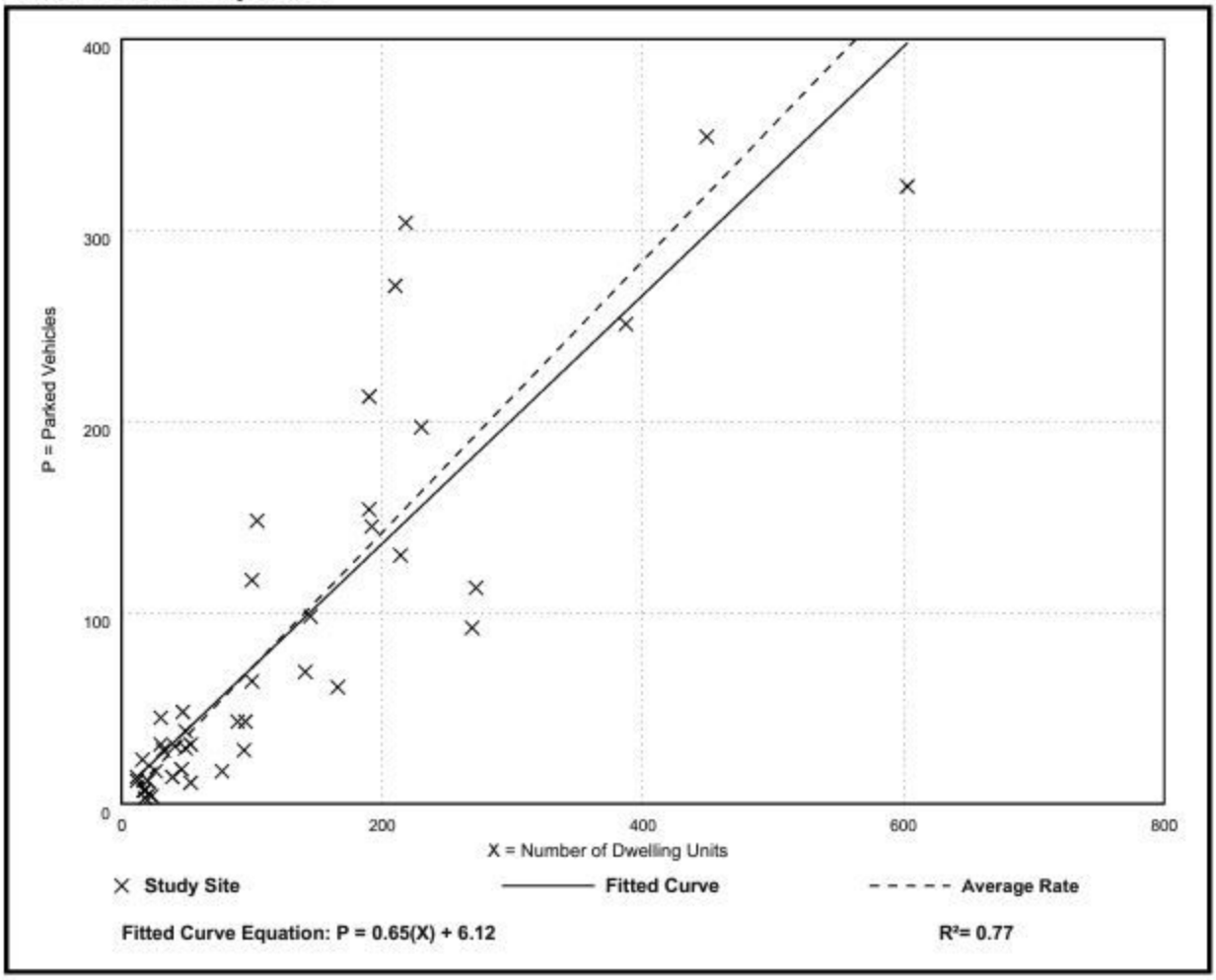
Multifamily Housing (Mid-Rise)
(221)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Weekday (Monday - Friday)**
Setting/Location: **Dense Multi-Use Urban (< 1/2 mile to rail transit)**
Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.
Number of Studies: 43
Avg. Num. of Dwelling Units: 121

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.71	0.17 - 1.50	0.47 / 1.17	0.61 - 0.81	0.32 (45%)

Data Plot and Equation



Land Use: 223 Affordable Housing

Description

Affordable housing includes all multifamily housing that is rented at below market rate to households that include at least one employed member. Eligibility to live in affordable housing can be a function of limited household income and resident age. Multifamily housing (low-rise) (Land Use 220), multifamily housing (mid-rise) (Land Use 221), and multifamily housing (high-rise) (Land Use 222) are related land uses.

Additional Data

For the majority of study sites in this land use code, 100 percent of the dwelling units are considered affordable. For residential study sites that provide a mix of market value and affordable units, the study sites with at least 75 percent of the dwelling units designated as affordable are also included in this land use database.

Separate data plots and statistics are presented for subsets of the affordable housing database: sites with income limitations for its tenants, sites with minimum age thresholds for its tenants (i.e., senior housing), and sites comprised entirely of single-room-only units.

The average parking supply ratios for the study sites with parking supply information are as follows:

- In a general urban/suburban setting, 1.3 spaces per dwelling unit (28 sites) and 0.7 spaces per bedroom (9 sites)
- In a dense multi-use urban setting, 0.6 spaces per dwelling unit (28 sites) and 0.3 spaces per bedroom (26 sites)
- In a center city core setting, 0.3 spaces per dwelling unit (6 sites) and 0.3 spaces per bedroom (6 sites)

The sites were surveyed in the 1990s and the 2010s in California, Connecticut, District of Columbia, Maryland, Massachusetts, New Jersey, and Oregon.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Numbers

314, 514, 533, 535, 536, 537, 539, 541, 579, 582, 585, 586

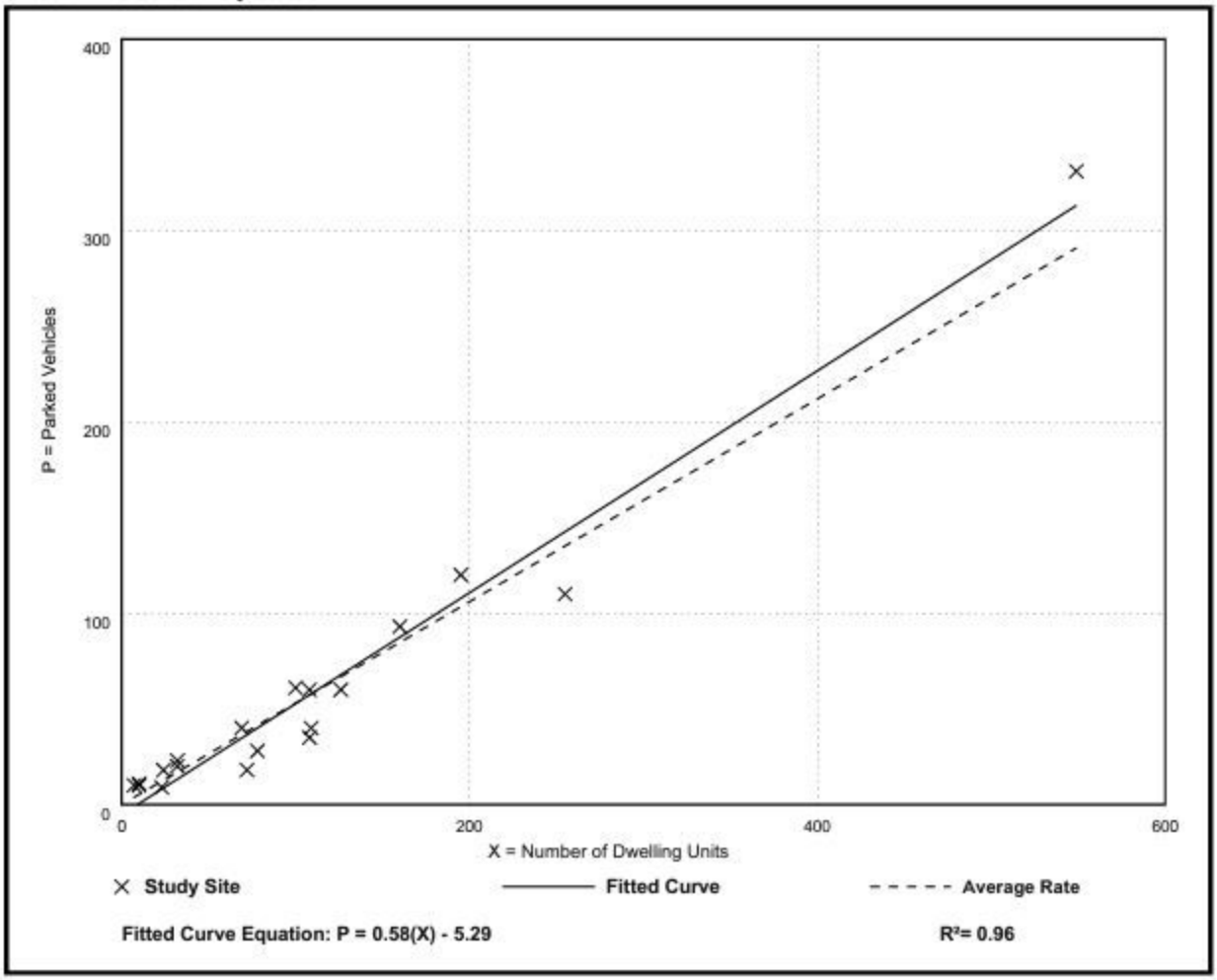
Affordable Housing - Income Limits (223)

Peak Period Parking Demand vs: **Dwelling Units**
On a: **Weekday (Monday - Friday)**
Setting/Location: **Dense Multi-Use Urban**
Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.
Number of Studies: 19
Avg. Num. of Dwelling Units: 109

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.53	0.25 - 1.43	0.46 / 1.00	***	0.14 (26%)

Data Plot and Equation



Fitted Curve Equation: P = 0.58(X) - 5.29

R^2= 0.96

ACORN ENGINEERING, INC.

Traffic Memo

The proposed 129-unit development is located at 57 Douglass Street and provides 78 parking spaces throughout the site via the paved parking and woonerf area. Pedestrian access to the site is provided with a connection to the Douglass St sidewalk. The site will be connected to the Portland Trails Network (Dougherty Field Path) by providing a hardscaped walking path to the east of the site for residents, additionally further pedestrian routes are provided as the internal sidewalk will connect to the public sidewalk along Douglass Street. Further multimodal transportation opportunities exist with multiple Metro Bus Lines making stops in proximity of the site along Congress Street. This will offer site users with a variety of transportation options other than standard vehicular travel. Also given the site's proximity to the Portland peninsula, we expect bicycle travel to be another major form of transportation for site users.

The trip generation for the proposed project has been estimated using the Institute of Transportation Engineers (ITE) "Trip Generation" 10th Edition publication. The land uses utilized in the calculations consists of residential low and mid-rise apartments, as well as a private K-12 school to model the previous and proposed trip generation produced from the site. Please note that this analysis slightly overestimates the total trip generation as 74 of the dwelling units will be workforce housing. Although the ITE has not yet published trip generation values for affordable housing, it's our understanding that these rates are forthcoming, consistent with the ITE parking generation for affordable housing that was recently added to the latest parking publication (Parking Generation 5th Edition). The parking generation for market rate vs affordable housing features a factor of 1.3. Based upon this factor, as well as demonstrated built affordable housing in the Greater Portland area, the following trip generation numbers are determined to be inflated to an extent due to lack of industry standard trip generation rates for affordable housing.

Trip Generation

Trip generation is based upon tables presented in the tenth edition of the Institute of Transportation's Engineers "TRIP GENERATION" manual. The following trip rates were applied:

Existing Land-Use #536: Private School

Weekday AM Peak Hour (Street)	= 0.80 trips/unit
Weekday PM Peak Hour (Street)	= 0.17 trips/unit
Weekday AM Peak Hour (Generator)	= 0.81 trips/unit
Weekday PM Peak Hour (Generator)	= 0.58 trips/unit

Proposed Land-Use #220: Multi-family Housing (Low-Rise)

Weekday AM Peak Hour (Street)	= 0.46 trips/unit
Weekday PM Peak Hour (Street)	= 0.56 trips/unit
Weekday AM Peak Hour (Generator)	= 0.56 trips/unit
Weekday PM Peak Hour (Generator)	= 0.67 trips/unit
Saturday Peak Hour (Generator)	= 0.70 trips/unit
Sunday Peak Hour (Generator)	= 0.67 trips/unit

Proposed Land-Use #221: Multi-family Housing (Mid-Rise)

Weekday AM Peak Hour (Street)	= 0.36 trips/unit
Weekday PM Peak Hour (Street)	= 0.44 trips/unit
Weekday AM Peak Hour (Generator)	= 0.32 trips/unit
Weekday PM Peak Hour (Generator)	= 0.41 trips/unit
Saturday Peak Hour (Generator)	= 0.44 trips/unit
Sunday Peak Hour (Generator)	= 0.39 trips/unit

Table 1, below, provides a summary of the trip generation for the proposed development. This analysis also accounts for the estimated trip generation for the former school system that existed on site within the last 10 years. It was assumed that an average of 38 students attended the "West Program" school, based upon a Bangor Daily News article that stated the 2014 enrollment and capacity.

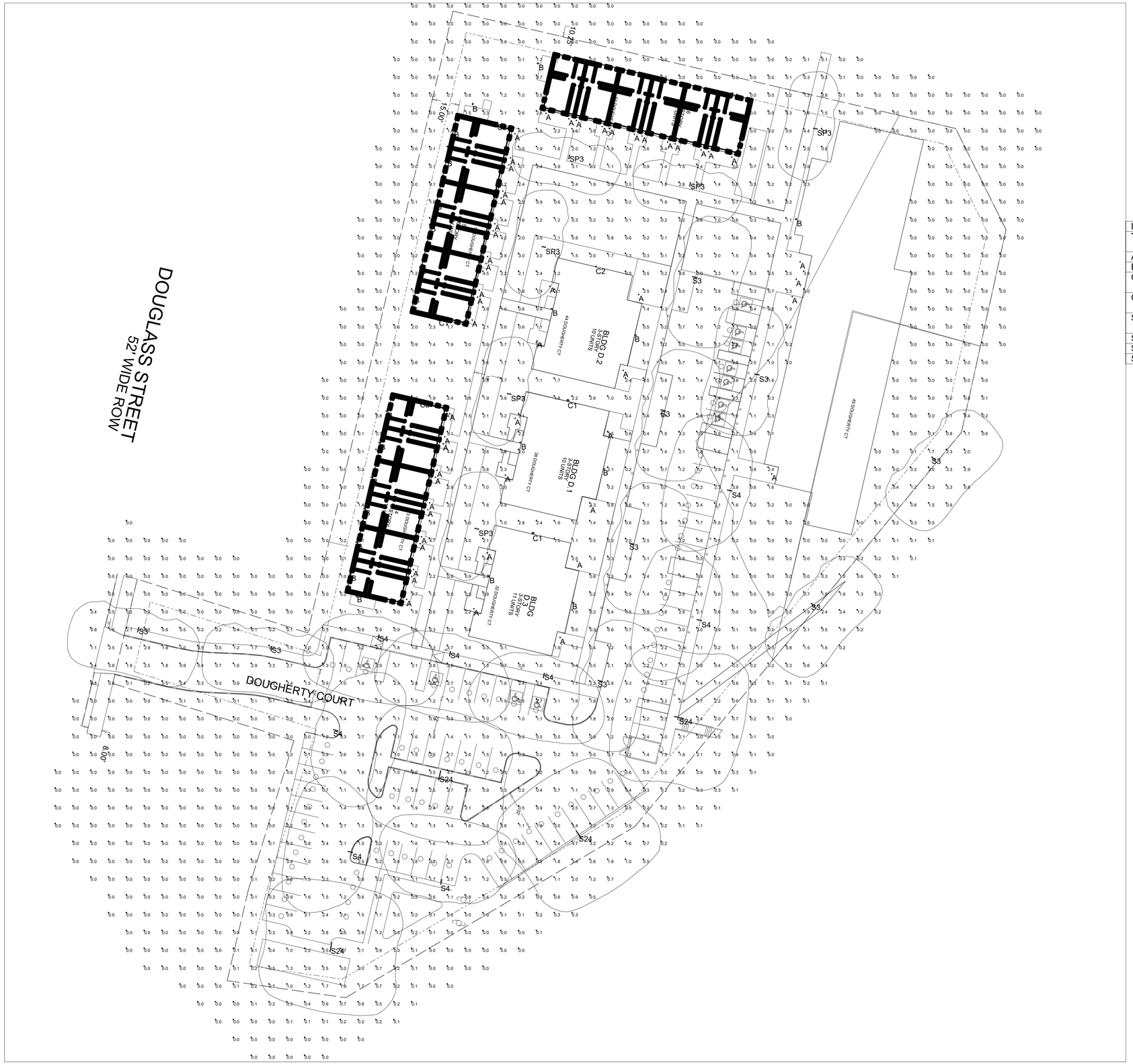
Table 1 – Peak Hour Trip Generation		
	Peak Hour PCE Trip Generation	**Net Peak Hour PCE Trip Generation[1]**
AM Peak Hour (Street)	53 trips	23 trips
PM Peak Hour (Street)	65 trips	58 trips
AM Peak Hour (Generator)	57 trips	26 trips
PM Peak Hour (Generator)	70 trips	48 trips
Saturday Peak Hour (Generator)	74 trips	74 trips
Sunday Peak Hour (Generator)	69 trips	69 trips
[1] Accounts for trip credits from prior site use		

Crash Data

Crash data was obtained from MaineDOT for the most recent available three-year period (2018 to 2021). As seen in the appendix, there have been six crashes on Douglass Street and two crashes at the intersection of Douglass and Brighton Ave. Of the eight crashes recorded, only one of them resulted in an injury and this occurred at the intersection of Douglass and Brighton Ave. The seven other crashes were side swipes or rear ends and were property damage only. The intersection of Douglass and Brighton Ave allows left and right hand turns from both roads and is mediated by a stop sign at the end of Douglass. The intersection of Douglass and Congress does not have any reported crashes in the specified time window and has a curbed median in the middle of Congress Street to prohibit left-hand turns. Based on the relative minor nature of reported crashes and existing intersection conditions, the project's generated trips will not exacerbate an existing issue.

N. Lighting

Please find attached the cut sheets and photometric plans for the proposed site lighting.



PLAN VIEW

NOTES:
1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
2) CALCULATIONS MAY or MAY NOT SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
3) READINGS SHOWN ARE INITIAL HORIZONTAL FOOTCANDLES ON A FLAT SITE WITHOUT REFLECTIONS OR OBSTRUCTIONS UNLESS OTHERWISE INDICATED.
4) THIS CALCULATION IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO SWANEY LIGHTING ASSOCIATES AND STANDARD ASSUMPTIONS OF THE SPACE AND/OR SITE.
5) CONFORMANCE TO CODES AND OTHER LOCAL REQUIREMENTS AS DETERMINED BY THE AHJ ARE THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
6) THIS LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
7) DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY APPEAR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.

Calculation Summary					
Label	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
SITE	0.82	5.5	0.0	N.A.	N.A.

Luminaire Schedule (note fixture cataloge numbers are not complete)

Type	Qty	Lumens	LLF	Watts	BUG Rating	Mounting Ht (FT)	Description
A	52	1051	0.900	14.906	B1-U0-G1	10	P810015-030-30
B	22	311	0.900	9.32	B0-U0-G0	9	P5634 prorated
C1	3	1805	0.900	14.9	B0-U0-G1	9	GEO1-24L-15-3K7-3-UNV-DBT
C2	3	1718	0.900	14.9	B0-U0-G1	9	GEO1-24L-15-3K7-4-UNV-DBT
S24	4	4297	0.900	45.9	B1-U0-G1	16	TWIN - K4X-T4-MO-5030
S3	9	3863	0.900	46.1	B1-U0-G1	16	K4X-T3-MO-5030
S4	8	4297	0.900	45.9	B1-U0-G1	16	K4X-T4-MO-5030
SP3	6	2563	0.900	32.7	B1-U0-G0	12	MK4-T3-MO-3030

TITLE
DOUGLASS STREET
PORTLAND, ME
SITE LIGHTING LAYOUT

Date:11/10/2022 | GENERATED BY SWANEY LIGHTING, SCARBOROUGH ME - 207-883-7100 - swaneylighting.com | site 11-10-22 AGI

GENERATED FOR:
ACETO LA

SCALE NOT TO SCALE

Page 1 of 1

SWANEY LIGHTING ASSOCIATES, INC.

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PROGRESS LIGHTING™

Project:

Fixture Type:

Location:

Contact:

LED Flush Mount EdgeLit

Surface mounted • Wet location listed PROGRESS LED

P810015-030-30

Description:

EVERLUME Edgelit technology provides a large glare free, bright, and evenly illuminated surface for a variety of applications for both residential and commercial settings. Offering a very slim profile, the LED Edgelit flush mount is available in three sizes. The 7" fixture gives 1056 lumens (delivered), 90CRI and is 3000K. The integrated driver does not recess into junction box, allowing for easy install in 4" octoganal, 4" round PVC and 4-1/2" ceiling pan junction boxes. This fixture is wet location listed and offers a 50,000 hour LED life.

Images:

Specifications:

- White (-030) (painted)
- Polycarbonate Construction
- Frosted Polycarbonate lens
- 7 " EVERLUME Edgelit flush mount with LED technology 3,000K, 90 CRI, 1056 lumens (delivered)
- Simple installation to steel mounting plate
- Light weight non-conductive polycarbonate luminaire construction
- Polycarbonate diffuser controls glare and provides an evenly illuminated surface
- Integrated DC LED power supply capable of flicker-free dimming to 10% brightness with many Triac/Forward Phase dimmers
- Can be installed to 4" octagonal j-box, 4x1/2" round shallow j-box, 4" round PVC j-box and single gang switch boxes
- Can be mounted on ceiling or wall
- Suitable for use in clothes closets when installed in accordance with the NEC 410.16 spacing requirements.
- Suitable for use in IC or Non-IC applications
- Dimmable to 10% brightness (See Dimming Notes)
- Fixture covers a standard 4" octagonal recessed outlet box
- Mounting mounting plate for outlet box included
- 6" of wire supplied
- Complies with "Americans with Disabilities Act" - ADA
- ENERGY STAR® qualified
- Meets California Title 24 JA8-2016

Dimensions:

Diameter: 7"
Length: 7"
Height: 1-1/16"

Lens
Width: 6.03"
Length: 6.03"
Height: 0.039"

Performance:

Number of Modules	1
Input Power	15w
Input Voltage	120 V
Input Frequency	60 Hz
Lumens/LPW (Source)	
Lumens/LPW (Delivered)	1056/70.4 (LM-79)
CCT	3000 K
CRI	90 CRI
Life (hours)	54,000 (L70/TM-21)
FCC	FCC Part 15 Class B
Min. Start Temp	-30 °C
Max. Operating Temp	30 °C
Warranty	5 Year Warranty
Labels	cCSAus Wet location listed
	ENERGY STAR® qualified
	Meets California Title 24 JA8-2016

LED Flush Mount EdgeLit

Surface mounted • Wet location listed PROGRESS LED ENERGY STAR

Photometrics:

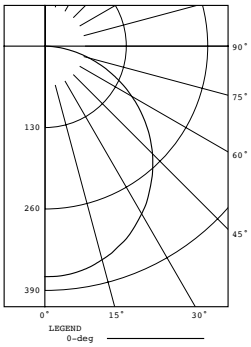
P810015-030-30

ELECTRICAL DATA	P810015-030-30
Input Voltage	120 V
Input Frequency	60 Hz
Input Current	0.128 A
Input Power	15
Power Factor	0.968
THD	<20%
FCC	FCC Part 15 Class B
Operating Temperature	-30 °C to 30 °C
Dimming	Yes*

Over-voltage, over-current, short-circuit protected

*See Dimming Notes for more information

P810015-030-30
LED Light Engine: 3000K 90
System Wattage: 15
Fixture delivered lumens: 1051
Fixture Efficacy: 70
Spacing Criteria: 1.25



Test **18.01777** Test Date **12/10/18**

CANDELA DISTRIBUTION

DEG	CANDELA	LUMENS
0	368	
5	367	35
15	353	100
25	327	151
35	289	181
45	243	187
55	189	169
65	131	130
75	73	77
85	20	22
90	0	

ZONAL ZONE	LUMEN LUMENS	SUMMARY %FIXT
0-30	285	27.1
0-40	466	44.3
0-60	822	78.2
0-90	1051	100.0
90-180	0	0.0
0-180	1051	100.0

P810015-030-30

Dimming Notes:

P810015 is designed to be compatible with many Triac/Forward Phase or ELV/Reverse Phase controls.

The following is a partial list of known compatible dimmer controls.

Dimming Controls

Idevices_IDEV009
Leviton_IPI06-1LZ
Leviton_6672
Lutron_NTEVL-300
Lutron_DVELV-300P
Lutron_Caseta_Wireless
Lutron_AYCL-153P
Lutron_TGCL-153-PH-WH

Dimming capabilities will vary depending on the dimmer control, load, and circuit installation.
Always refer to dimmer manufacturer instructions or a controls specialist for specific requirements.

Dimmer control brand names where identified above are trade names or registered trademarks of each respective company.

PROGRESS LIGHTING™

Project:

Fixture Type:

Location:

Contact:

One-Light Wall Sconce W/HAL AC LED Module

Wall mounted • Wet location listed PROGRESS LED

P5634-3130K9

Description:

Modern geometric outdoor LED sconces are designed to complement a range of residential and commercial architectural styles. ADA compliant. 9w LED is 3000K, 90+ CRI in a Black cast aluminum shade. Dark Sky compliant.

Images:



Specifications:

- Black (-31) (powder coat paint)
- Cast aluminum Construction
- Black cast aluminum shade, White acrylic Diffuser
- LED Module is replaceable (part # 93054049)
- Modern geometric outdoor LED sconces.
- Designed to complement a range of residential and commercial architectural styles.
- Dark Sky compliant.
- 623 lumens 69.2 lumens/watt per module (source)
- 3000K color temperature, 90+ CRI.
- Dimmable to 10% brightness (See Dimming Notes)
- Unit covers a standard 4" octagonal recessed outlet box
- Mounting strap for outlet box included
- 6" of wire supplied
- Complies with "Americans with Disabilities Act" - ADA
- ENERGY STAR® qualified
- Meets California Title 24 high efficacy requirements for outdoor use only

Performance:

Number of Modules	1
Input Power	9w
Input Voltage	120 V
Input Frequency	60 Hz
Lumens/LPW (Delivered)	388/49.7 (LM-79)
CCT	3000 K
CRI	90+
Life (hours)	60,000 (L70/TM-21)
FCC	Meets FCC Title 47, Part 15 Class B
Min. Start Temp	-30 °C
Max. Operating Temp	30 °C
Warranty	5 year warranty
Labels	cCSAus Wet location listed
	ENERGY STAR® qualified
	Meets California Title 24 high efficacy requirements
	for outdoor use only

Dimensions:

Width: 5-1/4"
Depth: 4"
Height: 4-3/4"
H/CTR: 2-3/8"

Glass
Width: 4-1/16"
Length: 5-3/16"
Height: 4-11/16"
Glass 2
Width: 2-7/8"
Length: 2-7/8"
Height: 0-11/16"

P5634-3130K9

Dimming Notes:

P5634 is designed to be compatible with many ELV/Reverse Phase controls.

The following is a partial list of known compatible dimmer controls.

Dimming Controls

Lutron Nova T NTELV-300
Lutron Vierti VTELV-600
Lutron Ariadni AYCL-153P
Lutron Diva DVCL-153P
Lutron Maestro MAELV-600
Lutron spacer/system SPSELV-600
Leviton Renoir II AWRMG-EAW

Dimming capabilities will vary depending on the dimmer control, load, and circuit installation.
Always refer to dimmer manufacturer instructions or a controls specialist for specific requirements.

Dimmer control brand names where identified above are trade names or registered trademarks of each respective company.

architectural arealighting

K4

ARCHITECTURAL AREA LIGHTING

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

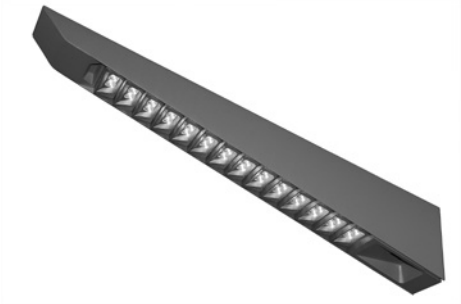
KICK™

FEATURES

- Integral Motion Sensor
- Staggered twin mounting
- ANSI C136.31-2010 4G Rated
- IES Type II, III and IV distributions
- 3000K , 4000K, 5000K CCT
- Integral thermal protection

3000K and warmer CCTs only

See Certification Specifications



Kick Small

RELATED PRODUCTS

K5 KM5 KB6

SPECIFICATIONS

CONSTRUCTION

- Housing shroud is made of fabricated 5052-H32 aluminum alloy with a rear mounting interface that is made of fabricated 304 stainless steel
- Housing mounting interface is a stamped silicone gasket
- Luminaire housing is free of any visible heat fins, hardware or fasteners
- Bracketry and hardware is made of stainless steel
- Base is made of cast aluminum #356 alloy and heat treated to a T-6 condition
- Shaft is extruded aluminum 6061 alloy and heat treated to a T-6 condition
- Anchor bolts are hot dip galvanized steel. Eight galvanized hex nuts and flat washers,and a bolt circle template are provided. Anchor bolt for poles are 3/4" x 24" x 3"
- Luminaire finish consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish
- Luminaire finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance

LED/OPTICS

- LEDs are mounted to a metal printed circuit board assembly (MCPCB) with a uniform conformal coating over the panel surface and electrical features
- Optical lenses is made of clear injection molded PMMA acrylic
- Each MCPCB and optic are sealed to an extruded 6063-T6 aluminum alloy heat spreader and sealed with a continuous one piece injection molded silicone rubber gasket. IP66

LED/OPTICS (CONTINUED)

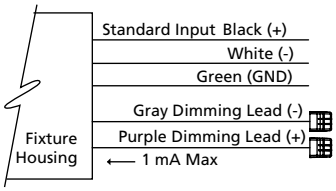
- Patent Pending design of optical array is independently shielding each LED optic across the length of the aperture
- Optical surfaces are painted white unless the optional fixture finish (FO) or matte black finish (MO) is selected
- Optional matte black finish optics (MO) are required to meet UO classification with zero percent uplight
- Optional fixture finish optical surfaces (FO) do not exceed BUG ratings of the standard white finish and will be greater than or equal to the delivered lumens of the optional matte black optical surface finish (MO)

INSTALLATION

- Integral pole mount luminaires require assembly of fixture(s) to the pole, mounting hardware, anchor bolts and anchor bolt template is included. See page 6 for additional considerations specific to the integral pole
- Tenon mount luminaires require assembly of fixture(s) to the tenon adapter, mounting hardware is included. Tenon adapter secures to the tenon with eight 5/16-18 stainless steel set screws
- Side mount luminaires are supplied with hardware compatible with AAL mountings.
- Twin mounted staggered height fixtures are configured separately
- Service access to the optical array and driver assembly is via a tool-less internal latch and have an audible click.
- Optical array has to hang freely in an open service position for inspection of internal wire connections. Once in service position, the optical array is able to be removed for service by lifting the assembly up off the rear hinge and disconnecting the wiring plugs.
- Driver assembly is mounted to a prewired internal tray with quick disconnects for removal

ELECTRICAL

- Drivers are in direct contact with the aluminum housing across the entire surface area of the widest face for maximum thermal transfer
- Luminaires have integral surge protection that is U.L. recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J. Surge protection device is wired in series
- Drivers are U.L recognized
- Drivers are not compatible with current sourcing dimmers, consult factory for current list of known compatible dimming systems approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV
- Luminaire are capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C
- Luminaires not configured with a control system or ANSI C136 receptacle option are provided with 0-10 purple and gray dimming leads



continued on page 3

KEY DATA	
LUMEN RANGE	3,820–7,691
WATTAGE RANGE	46–64
EFFICACY RANGE (LPW)	79–120
WEIGHT	15 lbs 6.8 kg
EPA	1.03

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17760 Rowland St, Rowland Heights, CA 91748 / Tel 626.968.0448 / Website www.aal.net

HUBBELL Lighting

architectural arealighting

K4

ARCHITECTURAL AREA/SITE

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

ORDERING GUIDE

Example: K41-T2-FO-5040-MCPCR-SF-347-PS412-125-SBC-BLT

CATALOG #

Model (4" wide luminaire)		Optics (Distribution)		Optics Finish		Light Engine [1]		Control	
K41	Single Fixture	**T2**	IES Type II	**WO**	Standard White Finish	**5030**	3000K CCT, CRI 70, 46 Watts	**MCPCR**	Multi-Channel 7-Pin Photocell Receptacle
K42	Two Fixtures 180° Apart	**T3**	IES Type III	**FO**	Optics in Fixture Finish	**5040**	4000K CCT, CRI 70, 46 Watts	**WIR**	wiScape Connectivity Ready
K43	Three Fixtures 90° Apart	**T4**	IES Type IV	**MO**	Optics in Matte Black Finish	**5050**	5000K CCT, CRI 70, 46 Watts	**WIRSC**	wiScape + Motion Sensor
K44	Four Fixtures 90° Apart					**7030**	3000K CCT, CRI 70, 64 Watts	**SCP**	Motion Sensor + Photocell [2]
						7040	4000K CCT, CRI 70, 64 Watts	**SWP**	SiteSync Pre-commissioned [3]
						7050	5000K CCT, CRI 70, 64 Watts	**SWF**	SiteSync Field Commission [3]
								SWPM	SiteSync Pre-commissioned + Motion Sensor [3]
								SWFM	SiteSync Field Commission + Sensor [3]
								SCPREMOTE	Handheld Commissioning Tool [2]
								SWUSB	SiteSync loaded on USB flash drive (Windows® operating system only [4]
								SWTAB	SiteSync Window® based Tablet [4]
								SWBRG	SiteSync Wireless Bridge Node [4]
								SW7PR	SiteSync 7 Pin on fixture module On/Off/Dim, Daylight Sensor 120-480VAC

Fuse (may choose one)		Voltage		Mounting		Mounting Options		Fixture Finish	
SF	120, 277, 347 Volt Input	**120–277V**	120–277V	**Integral Pole**		**Twin mount at staggered heights**		**Standard Color**	
DF	208, 240, 480 Volt Input	**347**	347V	**PS410-125**	10' Luminaire Height	Mounting holes for a fixture at 180°, K41-...PS4... only, may choose one		**BLS**	Black Gloss Smooth
		480	480V	**PS412-125**	12' Luminaire Height	**TS8**	8' from bottom	**BLT**	Black Matte Textured
				PS414-125	14' Luminaire Height	**TS10**	10' from bottom	**DBS**	Dark Bronze Gloss Smooth
				PS416-125	16' Luminaire Height	**TS12**	12' from bottom	**DBT**	Dark Bronze Matte Textured
				PS418-125	18' Luminaire Height	**TS14**	14' from bottom	**GTT**	Graphite Matte Texture
				PS420-125	20' Luminaire Height	**TS16**	16' from bottom	**LGS**	Light Grey Gloss Smooth
				Tenon Mount		**TS18**	18' from bottom	**LGT**	Light Grey Matte Textured
				TA23	Slips over a 2 3/8" / 60mm Ø x 4" / 102mm tall tenon	**Base Options**		**PSS**	Platinum Silver Gloss Smooth
				Side Mount		**SBC**	Standard Base Cover	**VGT**	Verde Green Matte Textured
				SMK	Mounts to the side of a square pole, K41 only	**Pole Accessories(may choose one)**		**WHS**	White Gloss Smooth
				Wall Mount		**GFI**	GFCI receptacle, 24" from top of pole	**WHT**	White Matte Textured
				WMK	K41 only	**RBC**	Duplex receptacle box with clear cover, wiring device(s) not included	**CC**	Custom Color [5]

Notes:

1 595nm monochromatic amber and or custom lumen package available by request

2 Handheld commissioning tool is required to separately configure or adjust any number of SCP sensors

3 Specify group and zone at time of order. See www.hubbelllighting.com/sitesync for more details. Order at least one SiteSync interface accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node

4 When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node

5 Consult factory for custom color, marine and corrosive finish

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HUBBELL® Lighting

SPECIFICATIONS (CONTINUED)

MODEL	HEIGHT OVERALL	POLE	SHAFT SECTION	WT	MAXIMUM ALLOWABLE EPA (MPH) 85	90	100	110	120	130	140	150
K4X-PS410-125	10’ 7.5” / 3.24m	10’	4” SQ x .125”	28 lbs	15.4	13.5	10.4	8.1	6.4	5.0	4.0	3.1
K4X-PS412-125	12’ 7.5” / 3.85m	12’	4” SQ x .125”45	32 lbs	11.8	10.2	7.6	5.7	4.3	3.2	2.3	1.6
K4X-PS414-125	14’ 7.5” / 4.46m	14’	4” SQ x .125”	37 lbs	9.1	7.7	5.5	3.9	2.6	1.7	0.95	0.33
K4X-PS416-125	16’ 7.5” / 5.07m	16’	4” SQ x .125”	42 lbs	6.9	5.7	3.8	2.3	1.3	0.46	-	-
K4X-PS418-125	18’ 7.5” / 5.68m	18’	4” SQ x .125”	48 lbs	4.9	3.9	2.2	0.95	0.01	-	-	-
K4X-PS420-125	20’ 7.5” / 6.29m	20’	4” SQ x .125”	53 lbs	3.2	2.2	0.75	-	-	-	-	-

* - Consult factory for thicker shaft profiles and or custom heights not shown above.

CONTROLS

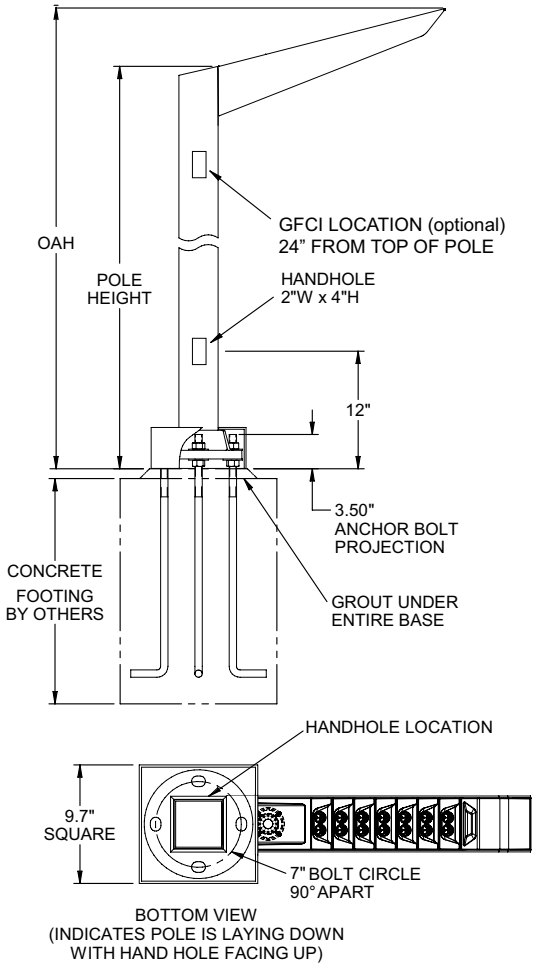
- Wireless enabled fixtures shall support bi-directional radio frequency (RF) communications utilizing IEEE 802.15.4 operating in the 2.4GHZ ISM band.
- Up to 1000’ wireless range may be reduced by physical obstructions between lighting fixtures.
- Motion Sensor shall use passive infrared (PIR) sensing technology that reacts to changes in infrared energy (moving body heat) within the coverage area. Careful consideration must be given to obstructions that may block the sensor’s line of sight.
- Factory default settings for SCP option shall be:
- High mode: 10V
- Low mode: 1V
- Ramp-up rate: disabled
- Fade-down rate: disabled
- Photocell: Off
- Sensitivity: Full
- Time Delay: Fade to low: 5 minutes
- Time Delay: Fade to off: 1 hour

CERTIFICATIONS

- Luminaire is listed with UL for outdoor, wet location use, UL1598, UL 8750 and Canadian CSA Std. C22.2 no.250
- ANSI C136.31-2010 4G Vibration tested and compliant
- IEC 66262 Mechanical Impact Code IK10
- IDA approved, 3000K and warmer CCTs only
- This product qualifies as a “designated country construction material” per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 6/06/2020. See Buy American Solutions

WARRANTY

- See HLI Standard Warranty for additional information



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HUBBELL Lighting

DELIVERED LUMENS

System Watts	Optical Finish	Distribution	Ordering Code	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	Bug Rating			Efficancy (Lm/W)	Lumen	Bug Rating			Efficancy (Lm/W)	Lumen	Bug Rating			Efficancy (Lm/W)
					B	U	G			B	U	G			B	U	G	
46	Standard White	Type 2	T2	4999	1	2	1	108	5234	2	2	1	114	5239	1	2	1	113
		Type 3	T3	4895	1	2	1	106	5125	1	2	1	112	5130	1	2	1	111
		Type 4	T4	5207	1	2	1	113	5451	1	2	1	118	5456	1	2	1	118
	Fixture Match	Type 2	T2-FO	3820	1	2	1	83	4010	2	2	1	87	4003	1	2	1	87
		Type 3	T3-FO	3863	1	2	1	84	4044	1	2	1	88	4048	1	2	1	88
		Type 4	T4-FO	4297	1	2	1	93	4524	1	2	1	98	4503	1	2	1	98
	Matte Black	Type 2	T2-MO	3820	1	0	1	83	4000	1	0	1	87	4003	1	0	1	87
		Type 3	T3-MO	3863	1	0	1	84	4045	1	0	1	88	4048	1	0	1	88
		Type 4	T4-MO	4297	1	0	1	93	4499	1	0	1	98	4503	1	0	1	98
64	Standard White	Type 2	T2	6536	2	2	2	102	6775	2	2	2	106	6932	2	2	2	108
		Type 3	T3	6554	1	2	1	102	6795	1	2	1	106	6952	1	2	1	108
		Type 4	T4	7250	2	2	1	113	7516	2	2	2	117	7691	2	2	2	120
	Fixture Match	Type 2	T2-FO	5292	2	2	2	83	5486	2	2	2	85	5614	2	2	2	87
		Type 3	T3-FO	5456	1	2	1	79	5646	1	2	1	82	5788	1	2	1	84
		Type 4	T4-FO	5780	2	2	1	90	5992	2	2	2	94	6131	2	2	2	96
	Matte Black	Type 2	T2-MO	5281	1	0	1	83	5475	2	0	1	86	5602	2	0	1	88
		Type 3	T3-MO	5442	1	0	1	85	5656	1	0	1	88	5773	1	0	1	90
		Type 4	T4-MO	5767	2	0	1	90	5979	2	0	1	93	6117	2	0	1	96

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HUBBELL Lighting

K4

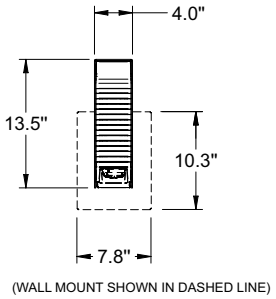
ARCHITECTURAL AREA/SITE

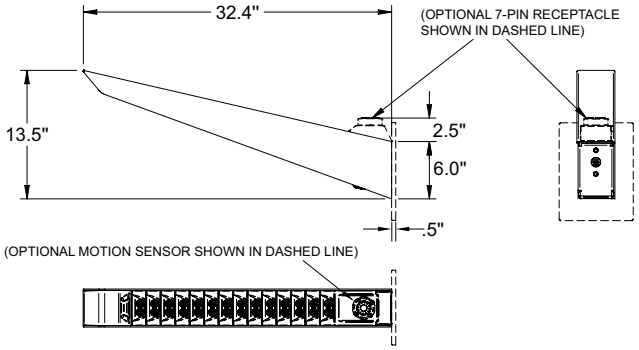
DIMENSIONS

SIDE MOUNTED LUMINAIRE

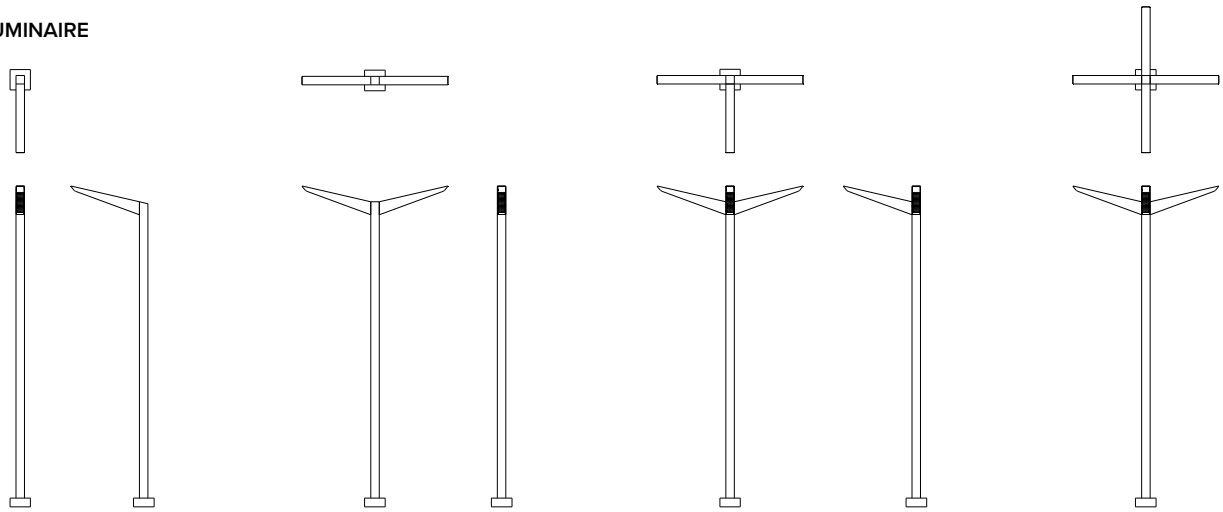
Mounts to the side of 4"/102mm square pole.

MODEL	K41-...-SMK
OVERALL HEIGHT	13.5" / 343mm
OVERALL LENGTH	32.4" / 823mm
OVERALL WIDTH	4" / 102mm
WEIGHT	15 lbs.
EPA	1.03





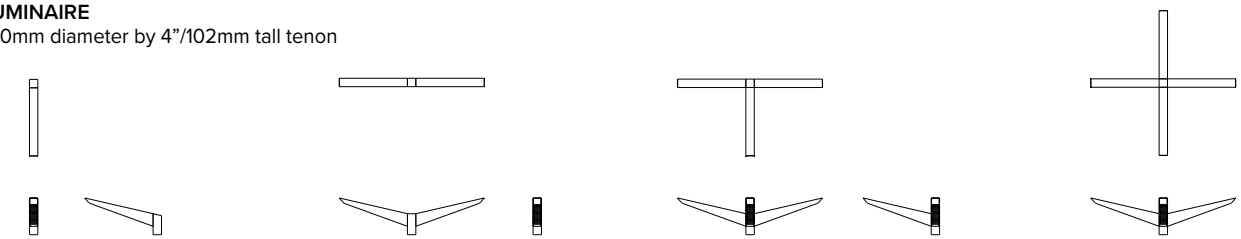
INTEGRAL POLE LUMINAIRE



MODEL	K41-...-PS4XX-125	K42-...-PS4XX-125	K43-...-PS4XX-125	K44-...-PS4XX-125
OVERALL LENGTH	36.4" / 925MM	10" / 254MM	36.4" / 925MM	68.9" / 1750MM
OVERALL WIDTH	10" / 254MM	68.9" / 1750MM	68.9" / 1750MM	68.9" / 1750MM
WEIGHT	15 LBS.	30 LBS.	45 LBS.	60 LBS.
EPA*	1.03	2.06	2.61	2.61

TENON MOUNT LUMINAIRE

Slips over a 2 3/8"/60mm diameter by 4"/102mm tall tenon



MODEL	K41-...-TA23	K42-...-TA23	K43-...-TA23	K44-...-TA23
OVERALL HEIGHT	17.5" / 445MM	17.5" / 445MM	17.5" / 445MM	17.5" / 445MM
OVERALL LENGTH	36.4" / 925MM	10" / 254MM	36.4" / 925MM	68.9" / 1750MM
OVERALL WIDTH	4" / 102MM	68.9" / 1750MM	68.9" / 1750MM	68.9" / 1750MM
WEIGHT	18.5 LBS.	33.5 LBS.	48.5 LBS.	63.5 LBS.
EPA*	1.33	2.42	2.61	2.61

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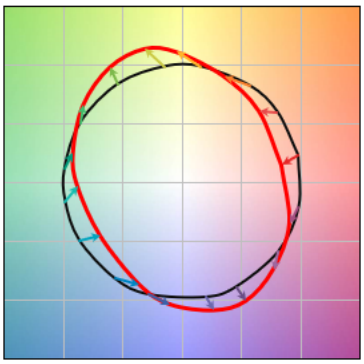
HUBBELL Lighting

K4

ARCHITECTURAL AREA/SITE

TM-30 DATA

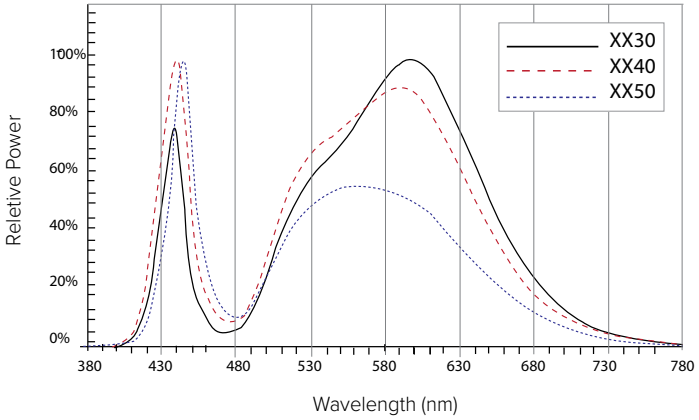
COLOR VECTOR GRAPHIC



TEST SOURCE

VALUE	ORDERING CODE		
	XX30	XX40	XX50
Rf	69	69	71
Rg	99	99	98
CCT(K)	3122	3852	5020
Duv	0.001	0.0004	0.0005
CIE Ra	74	73	74

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL CHARACTERISTICS

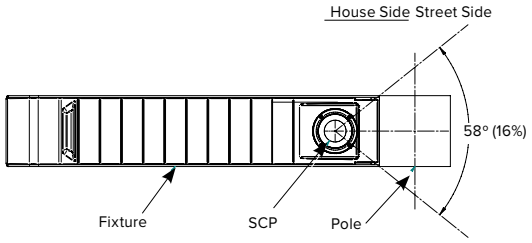
ORDERING CODE	LED CURRENT (MA)	SYSTEM WATTAGE (W)	INPUT					MIN. POWER FACTOR	MAX THD (%)	DIMMING RANGE (V)	SOURCE/ SINK CURRENT (MA)	INRUSH CURRENT PEAK							
			AMPS AC				HZ					(A)				T@50% (MS)			
			120	277	347	480						120	277	347	480	120	277	347	480
50XX	500	46	0.4	0.17	0.1	0.10	50/60	>0.9	20	0-10	1	15	32	41	63	50		155	
70XX	700	64	0.5	0.23	0.2	0.13													

TM-21 LIFETIME CALCULATION (500MA)

LUMEN PACKAGE	AMBIENT ENVIRONMENT °C	PROJECTED LUMEN MAINTENANCE (KHRS)					REPORTED L70
		25	50	60 (TM-21)	75	100	
2,500	25	98%	95%	94%	92%	90%	>60Khrs.
	40	98%	96%	95%	93%	91%	

SENSOR DETECTION RANGE

		SENSOR MOUNTING HEIGHT							RATIO
		8'	10'	12'	14'	16'	18'	20'	
COVERAGE DIAMETER	SCP	20'	25'	30'	35'	40'	45'	50'	1:2.5
	WIRSC	16'	20'	24'	28'	32'	36'	40'	1:2



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HUBBELL Lighting

architectural arealighting

KM4

ARCHITECTURAL AREA LIGHTING

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

KICK™



Mini Small

FEATURES

- Integral Motion Sensor
- Staggered twin mounting
- ANSI C136.31-2010 4G Rated
- IES Type II, III and IV distributions
- 3000K , 4000K, 5000K CCT
- Integral thermal protection

3000K and warmer CCTs only

See Certification Specifications

RELATED PRODUCTS

K5 KM5 KB6

SPECIFICATIONS

CONSTRUCTION

- Housing shroud is made of fabricated 5052-H32 aluminum alloy with a rear mounting interface that is made of fabricated 304 stainless steel
- Housing mounting interface is a stamped silicone gasket
- Luminaire housing is free of any visible heat fins, hardware or fasteners
- Bracketry and hardware is made of stainless steel
- Base is made of cast aluminum #356 alloy and heat treated to a T-6 condition
- Shaft is extruded aluminum 6061 alloy and heat treated to a T-6 condition
- Anchor bolts are hot dip galvanized steel. Eight galvanized hex nuts and flat washers,and a bolt circle template are provided. Anchor bolt for poles are 3/4" x 24" x 3"
- Luminaire finish consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish
- Luminaire finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance

LED/OPTICS

- LEDs are mounted to a metal printed circuit board assembly (MCPCB) with a uniform conformal coating over the panel surface and electrical features
- Optical lenses is made of clear injection molded PMMA acrylic
- Each MCPCB and optic are sealed to an extruded 6063-T6 aluminum alloy heat spreader and sealed with a continuous one piece injection molded silicone rubber gasket. IP66

LED/OPTICS (CONTINUED)

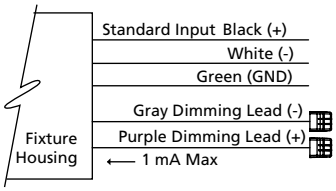
- Patent Pending design of optical array is independently shielding each LED optic across the length of the aperture
- Optical surfaces are painted white unless the optional fixture finish (FO) or matte black finish (MO) is selected
- Optional matte black finish optics (MO) are required to meet UO classification with zero percent uplight
- Optional fixture finish optical surfaces (FO) do not exceed BUG ratings of the standard white finish and will be greater than or equal to the delivered lumens of the optional matte black optical surface finish (MO)

INSTALLATION

- Integral pole mount luminaires require assembly of fixture(s) to the pole, mounting hardware, anchor bolts and anchor bolt template is included. See page 6 for additional considerations specific to the integral pole
- Tenon mount luminaires require assembly of fixture(s) to the tenon adapter, mounting hardware is included. Tenon adapter secures to the tenon with eight 5/16-18 stainless steel set screws
- Side mount luminaires are supplied with hardware compatible with AAL mountings.
- Twin mounted staggered height fixtures are configured separately
- Service access to the optical array and driver assembly is via a tool-less internal latch and have an audible click.
- Optical array has to hang freely in an open service position for inspection of internal wire connections. Once in service position, the optical array is able to be removed for service by lifting the assembly up off the rear hinge and disconnecting the wiring plugs.
- Driver assembly is mounted to a prewired internal tray with quick disconnects for removal

ELECTRICAL

- Drivers are in direct contact with the aluminum housing across the entire surface area of the widest face for maximum thermal transfer
- Luminaires have integral surge protection that is U.L. recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J. Surge protection device is wired in series
- Drivers are U.L recognized
- Drivers are not compatible with current sourcing dimmers, consult factory for current list of known compatible dimming systems approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV
- Luminaire are capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C
- Luminaires not configured with a control system or ANSI C136 receptacle option are provided with 0-10 purple and gray dimming leads



continued on page 3

KEY DATA	
LUMEN RANGE	1,9090–3,576
WATTAGE RANGE	24–33
EFFICACY RANGE (LPW)	77–115
WEIGHT	8.95 lbs 4.05 kg
EPA	0.56

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HUBBELL Lighting

architectural arealighting

KM4

ARCHITECTURAL AREA/SITE

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

ORDERING GUIDE

Example: KM41-T2-FO-2050-MCPCR-SF-347-PS412-125-SBC-BLT

CATALOG #

Model (4" wide luminaire)		Optics (Distribution)		Optics Finish		Light Engine [1]		Control	
KM41	Single Fixture	**T2**	IES Type II	**WO**	Standard White Finish	**2030**	3000K CCT, CRI 70, 24 Watts	**MCPCR**	Multi-Channel 7-Pin Photocell Receptacle
KM42	Two Fixtures 180° Apart	**T3**	IES Type III	**FO**	Optics in Fixture Finish	**2040**	4000K CCT, CRI 70, 24 Watts	**SCP**	Motion Sensor + Photocell [2]
KM43	Three Fixtures 90° Apart	**T4**	IES Type IV	**MO**	Optics in Matte Black Finish	**2050**	5000K CCT, CRI 70, 24 Watts	**SWPM**	SiteSync Pre-commissioned + Motion Sensor [3]
KM44	Four Fixtures 90° Apart					**3030**	3000K CCT, CRI 70, 33 Watts	**SCPREMOTE**	Handheld Commissioning Tool [2]
						3040	4000K CCT, CRI 70, 33 Watts		
						3050	5000K CCT, CRI 70, 33 Watts		

Fuse (may choose one)		Voltage		Mounting		Mounting Options		Fixture Finish	
SF	120, 277, 347 Volt Input	**120–277V**	120–277V	**Integral Pole**		**Twin mount at staggered heights**		**Standard Color**	
DF	208, 240, 480 Volt Input	**347**	347 VAC input	Square Straight Aluminum, 10.5" Ø Bolt Circle		Mounting holes for a fixture at 180°, KM41-...PS4... only, may choose one		**BLS**	Black Gloss Smooth
		480	480 VAC input	**PS410-125**	10' Luminaire Height	**TS8**	8' from bottom	**BLT**	Black Matte Textured
				PS412-125	12' Luminaire Height	**TS10**	10' from bottom	**DBS**	Dark Bronze Gloss Smooth
				PS414-125	14' Luminaire Height	**TS12**	12' from bottom	**DBT**	Dark Bronze Matte Textured
				PS416-125	16' Luminaire Height	**TS14**	14' from bottom	**GTT**	Graphite Matte Texture
				PS418-125	18' Luminaire Height	**TS16**	16' from bottom	**LGS**	Light Grey Gloss Smooth
				PS420-125	20' Luminaire Height	**TS18**	18' from bottom	**LGT**	Light Grey Matte Textured
				Tenon Mount		**Base Options**		**PSS**	Platinum Silver Gloss Smooth
				TA23	Slips over a 2 3/8" / 60mm Ø x 4" / 102mm tall tenon	**SBC**	Standard Base Cover	**VGT**	Verde Green Matte Textured
				Side Mount		**Pole Accessories(may choose one)**		**WHS**	White Gloss Smooth
				SMK	Mounts to the side of a square pole, KM41 only	**GFI**	GFCI receptacle, 24" from top of pole	**WHT**	White Matte Textured
				Wall Mount		**RBC**	Duplex receptacle box with clear cover, wiring device(s) not included	**CC**	Custom Color [4]
				WMK	KM41 only				

Notes:

1 595nm monochromatic amber and or custom lumen package available by request

2 Handheld commissioning tool is required to separately configure or adjust any number of SCP sensors

3 Specify group and zone at time of order. See www.hubbelllighting.com/sitesync for more details. Order at least one SiteSync interface accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node

4 Consult factory for custom color, marine and corrosive finish

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HUBBELL Lighting

SPECIFICATIONS (CONTINUED)

MODEL	HEIGHT OVERALL	POLE	SHAFT SECTION	WT	MAXIMUM ALLOWABLE EPA (MPH) 85	90	100	110	120	130	140	150
KM4X-PS410-125	10’ 7.5” / 3.24m	10’	4” SQ x .125”	28 lbs	15.4	13.5	10.4	8.1	6.4	5.0	4.0	3.1
KM4X-PS412-125	12’ 7.5” / 3.85m	12’	4” SQ x .125”45	32 lbs	11.8	10.2	7.6	5.7	4.3	3.2	2.3	1.6
KM4X-PS414-125	14’ 7.5” / 4.46m	14’	4” SQ x .125”	37 lbs	9.1	7.7	5.5	3.9	2.6	1.7	0.95	0.33
KM4X-PS416-125	16’ 7.5” / 5.07m	16’	4” SQ x .125”	42 lbs	6.9	5.7	3.8	2.3	1.3	0.46	-	-
KM4X-PS418-125	18’ 7.5” / 5.68m	18’	4” SQ x .125”	48 lbs	4.9	3.9	2.2	0.95	0.01	-	-	-
KM4X-PS420-125	20’ 7.5” / 6.29m	20’	4” SQ x .125”	53 lbs	3.2	2.2	0.75	-	-	-	-	-

* - Consult factory for thicker shaft profiles and or custom heights not shown above.

CONTROLS

- Wireless enabled fixtures shall support bi-directional radio frequency (RF) communications utilizing IEEE 802.15.4 operating in the 2.4GHZ ISM band.
- Up to 1000’ wireless range may be reduced by physical obstructions between lighting fixtures.
- Motion Sensor shall use passive infrared (PIR) sensing technology that reacts to changes in infrared energy (moving body heat) within the coverage area. Careful consideration must be given to obstructions that may block the sensor’s line of sight.
- Factory default settings for SCP option shall be:
- High mode: 10V
- Low mode: 1V
- Ramp-up rate: disabled
- Fade-down rate: disabled
- Photocell: Off
- Sensitivity: Full
- Time Delay: Fade to low: 5 minutes
- Time Delay: Fade to off: 1 hour

CERTIFICATIONS

- Luminaire is listed with UL for outdoor, wet location use, UL1598, UL 8750 and Canadian CSA Std. C22.2 no.250
- ANSI C136.31-2010 4G Vibration tested and compliant
- IEC 66262 Mechanical Impact Code IK10
- IDA approved, 3000K and warmer CCTs only
- This product qualifies as a “designated country construction material” per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 6/06/2020. See Buy American Solutions

WARRANTY

- See HLI Standard Warranty for additional information

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DELIVERED LUMENS

System Watts	Optical Finish	Distribution	Ordering Code	3000K 70CRI					4000K 70CRI					5000K 70CRI				
				Lumen	Bug Rating			Efficancy (Lm/W)	Lumen	Bug Rating			Efficancy (Lm/W)	Lumen	Bug Rating			Efficancy (Lm/W)
					B	U	G			B	U	G			B	U	G	
24	Standard White	Type 2	T2	2507	1	2	1	106	2613	1	2	1	111	2647	1	2	1	112
		Type 3	T3	2447	1	1	1	104	2555	1	1	1	108	2589	1	1	1	110
		Type 4	T4	2561	1	1	1	109	2670	1	1	1	113	2704	1	1	1	115
	Fixture Match	Type 2	T2-FO	1909	1	2	1	81	2058	1	2	1	87	2015	1	2	1	85
		Type 3	T3-FO	1930	1	1	1	82	2061	1	1	1	87	2038	1	1	1	86
		Type 4	T4-FO	2174	1	1	1	92	2343	1	1	1	99	2295	1	1	1	97
	Matte Black	Type 2	T2-MO	1909	1	0	0	81	2058	1	0	0	87	2015	1	0	0	85
		Type 3	T3-MO	1930	1	0	0	82	2081	1	0	0	88	2038	1	0	0	86
		Type 4	T4-MO	2174	1	0	0	92	2343	1	0	0	99	2295	1	0	0	97
33	Standard White	Type 2	T2	3315	1	2	1	101	3455	1	2	1	105	3500	1	2	1	106
		Type 3	T3	3242	1	2	1	99	3379	1	2	1	103	3423	1	2	1	104
		Type 4	T4	3387	1	1	1	103	3530	1	1	1	107	3576	1	1	1	109
	Fixture Match	Type 2	T2-FO	2535	1	2	1	77	2716	1	2	1	83	2676	1	2	1	81
		Type 3	T3-FO	2563	1	2	1	78	2746	1	2	1	83	2706	1	2	1	82
		Type 4	T4-FO	2886	1	1	1	88	3093	1	1	1	94	3047	1	1	1	93
	Matte Black	Type 2	T2-MO	2535	1	0	1	77	2716	1	0	1	83	2676	1	0	1	81
		Type 3	T3-MO	2563	1	0	0	78	2746	1	0	0	83	2706	1	0	0	82
		Type 4	T4-MO	2886	1	0	1	88	3093	1	0	1	94	3047	1	0	1	93

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HUBBELL® Lighting

architectural arealighting

KM4

ARCHITECTURAL AREA/SITE

DATE: LOCATION:

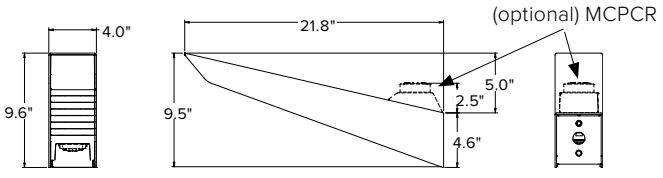
TYPE: PROJECT:

CATALOG #:

DIMENSIONS

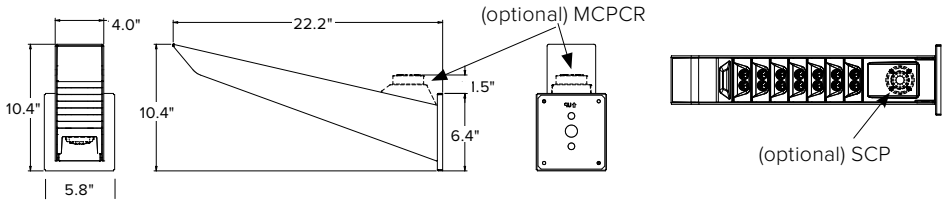
SIDE MOUNTED LUMINAIRE (S)

MODEL	KM4X-...-SMK
OVERALL HEIGHT	9.6" / 244mm
OVERALL LENGTH	21.8" / 554mm
OVERALL WIDTH	4" / 102mm
WEIGHT	8.95 lbs.
EPA	0.56

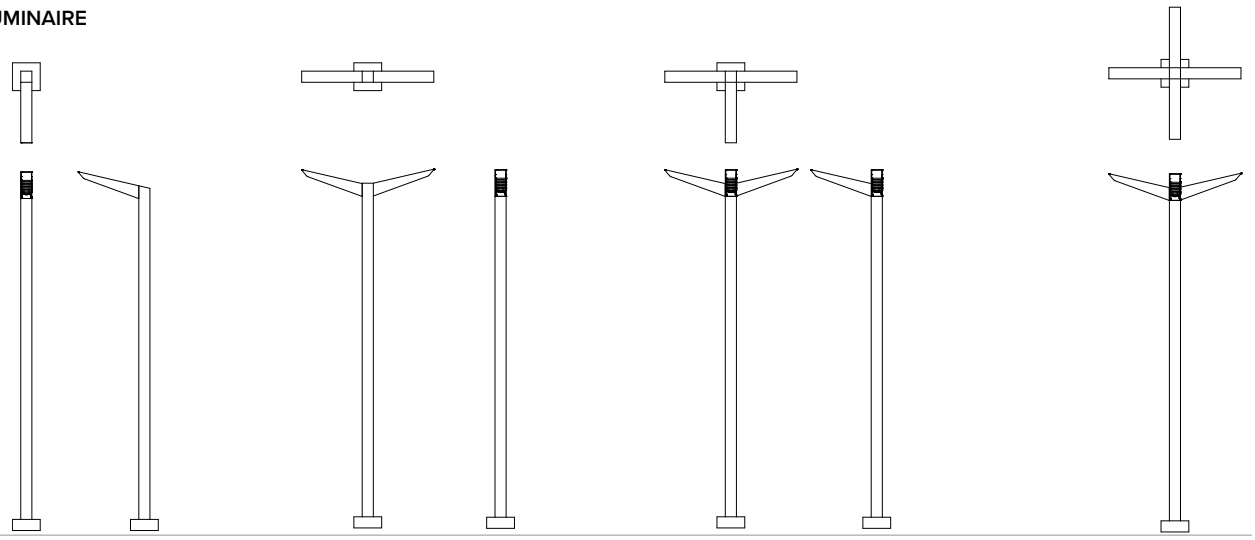


WALL MOUNTED LUMINAIRE (S)

MODEL	KM41-...-WMK
OVERALL HEIGHT	10.4" / 264mm
OVERALL LENGTH	22.2" / 564mm
OVERALL WIDTH	5.8" / 147mm
WEIGHT	10 lbs.



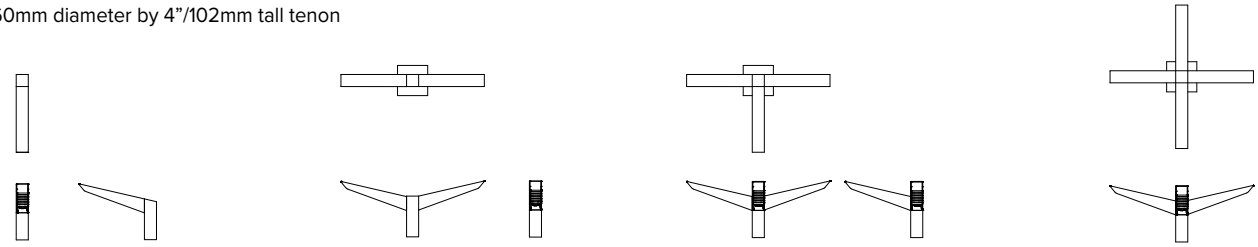
INTEGRAL POLE LUMINAIRE



MODEL	**KM41-...-PS4XX-125**	**KM42-...-PS4XX-125**	**KM43-...-PS4XX-125**	**KM44-...-PS4XX-125**
OVERALL LENGTH	25.8" / 655MM	10" / 254MM	25.8" / 655MM	47.5" / 1206MM
OVERALL WIDTH	10" / 254MM	47.5" / 1206MM	47.5" / 1206MM	47.5" / 1206MM
WEIGHT	8.95 LBS.	8.95 LBS.	8.95 LBS.	8.95 LBS.
EPA*	0.56	1.12	1.44	1.44

TENON MOUNT LUMINAIRE

Slips over a 2 3/8"/60mm diameter by 4"/102mm tall tenon



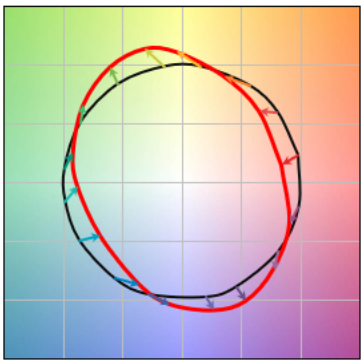
MODEL	**KM41-...-TA23**	**KM42-...-TA23**	**KM43-...-TA23**	**KM44-...-TA23**
OVERALL HEIGHT	13.5" / 343MM	13.5" / 343MM	13.5" / 343MM	13.5" / 343MM
OVERALL LENGTH	25.8" / 655MM	10" / 254MM	25.8" / 655MM	47.5" / 1206MM
OVERALL WIDTH	4" / 102MM	47.5" / 1206MM	47.5" / 1206MM	47.5" / 1206MM
WEIGHT	8.95 LBS.	8.95 LBS.	8.95 LBS.	8.95 LBS.
EPA*	0.87	1.44	1.62	1.62

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TM-30 DATA

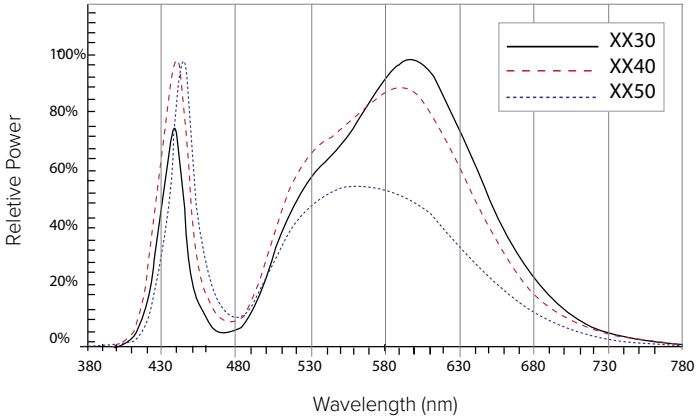
COLOR VECTOR GRAPHIC



TEST SOURCE

VALUE	ORDERING CODE		
	XX30	XX40	XX50
Rf	69	69	71
Rg	99	99	98
CCT(K)	3122	3852	5020
Duv	0.001	0.0004	0.0005
CIE Ra	74	73	74

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL CHARACTERISTICS

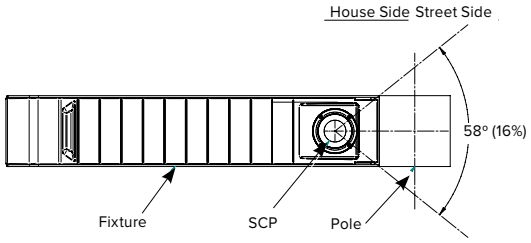
ORDERING CODE	LED CURRENT (MA)	SYSTEM WATTAGE (W)	LINE INPUT		INPUT		MIN. POWER FACTOR	MAX THD (%)	MIN. POWER	INRUSH CURRENT PEAK				DIMMING	
					AMPS AC					(A)		T@50% (MS)		DIMMING RANGE (V)	SOURCE/ SINK CURRENT (MA)
			VAC	HZ	120	277				120	277	120	277		
20XX	500	24	120-277	50/60	0.2	0.1	>0.9	20		65		100		0-10	1
30XX	700	33	120-277		0.3	0.1									

TM-21 LIFETIME CALCULATION (500MA)

AMBIENT ENVIRONMENT °C	PROJECTED LUMEN MAINTENANCE (KHRS)					REPORTED L70
	25	50	60 (TM-21)	75	100	
25	98%	95%	94%	93%	90%	>60Khrs.
40	98%	96%	95%	93%	90%	

SENSOR DETECTION RANGE

		SENSOR MOUNTING HEIGHT											RATIO
		8'	10'	12'	14'	16'	18'	20'	25'	30'	35'	40'	
COVERAGE DIAMETER	SCP	20'	25'	30'	35'	40'	45'	50'	62.5'	75'	87.5'	100'	1:2.5



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HUBBELL Lighting

ACORN ENGINEERING, INC.

Planning Division
City of Portland, Maine
Attn: Sean King
389 Congress Street, 4th Floor
Portland, ME 04101

April 13, 2023

Subject: Notice of Public Meeting Certification

I, Andrew Godfrey, hereby certify that a notice of neighborhood meeting sign was posted 4/13/23 prior to the public hearing being held on 4/25/23 for the proposed project PL-001888-2021 located at 57 Douglass Street.

Photo documentation of sign in situ:



Signed,

Name: Andrew Godfrey Date: 4/13/23

PC1

Frank Sanfilippo <frank.sanfilippo@icloud.com> 11:11 AM (5 minutes ago)
to planningboard@portlandmaine.gov, Sean King, libbytown@googlegroups.com

To Whom It May Concern:

The purpose of this letter is to express our displeasure of Libbytown Commons' (LC) desire to expand.

We are in favor of LC providing more outdoor space and a walking path, but we think expanding LC from 120 to 129 units puts us at risk in various ways, as it is certain to make our neighborhood more unsafe from the increased chance of vehicles accidentally running into people or other vehicles, while increasing air, noise and visual pollution.

Nine more units may not seem like a big deal, but it is already a big deal to have this project altering our streetscape and community in a major way.

Historically, the lack of parking has been a problem, especially when it is game season and when Thompson's Point holds concerts. The buildings that will be going up will be replacing approx. 20 spots that are well-used.

In addition, there are more parking spots being used by families that are visiting the new Adventure Playground, so we anticipate even less parking on our streets.

AND, I haven't even included the traffic and parking issues that will accumulate once the skateboard park is expanded.

Density as it relates to a lack of safety and aesthetics is a major concern; we haven't seen any information on how much the public infrastructure can hold; it needs to be clear that people are part of the infrastructure as opposed to being an after-thought.

Again, expanding the Commons will not only increase the traffic, making it unsafe for all of us, but it will also add air, noise, and visual pollution.

We are AT MAX right now. We hope you reconsider and think with your heart (not self-interest) about the overall health of those who live here and of those who visit to enjoy Portland's amenities.

Please do not allow any further expansion of Libbytown Commons.

Sincerely,
Susannah and Frank Sanfilippo
Douglass St.
Portland, ME

Sean King <sking@portlandmaine.gov>

Fwd: Housing development on Douglass st

jmy <jmy@portlandmaine.gov> Fri, Feb 24, 2023 at 8:34 AM
To: Sean King <sking@portlandmaine.gov>

I saved this to the project file.

---------- Forwarded message ---------
From: Mary DiDonato <mdidonato49@gmail.com>
Date: Thursday, February 23, 2023 at 10:52:29 PM UTC-5
Subject: Housing development on Douglass st
To: planning@portlandmaine.gov <planning@portlandmaine.gov>

I am now aware the developers wish to add more housing to their proposal. I hope you will not ok this. I am a long time resident of Libbytown and I don't feel we can handle any more traffic in neighborhood. Congress st and area is already overwhelmed. There is parking in neighborhood from Thompson Point the skate park and the all the soccer and baseball games. And the new long awaited playground (been asking for 45 years) and we love it. It is a quiet neighborhood and we love it, but this is too much. Most of on street parking is used and honestly don't know how much we can absorb. I feel it is unfair for developers to make a proposal and change it as an after thought. How is the fact that this was a dump and the West school sank onto ground, how is this fact being addressed? Please don't ok this change. Mary Didonato.

Sent from my iPhone

DOUGHERTY COMMONS

DOUGLASS COMMONS, LLC.
PORTLAND, MAINE

LEGEND

EXISTING		PROPOSED
REFER TO THE EXISTING CONDITIONS PLAN FOR ADDITIONAL INFORMATION	UNDERDRAIN	
	GREEN SPACE	
	UTILITY PAVEMENT CUTS	
	STRIPING	
	SEDIMENTATION BARRIER	
	EDGE OF EX. PAVEMENT	
	CURB	
	SIGN	
	LAMP OR LIGHT POLE	
	UTILITY POLE	
	GUY WIRE	
	WATER VALVE	
	FIRE HYDRANT	
	SEWER MANHOLE	
	CATCH BASIN	
	DRAIN MANHOLE	
UE — UE	UNDERGROUND ELECTRIC LINE	UGE
W — W	UNDERGROUND WATER LINE	1"W 1"W
128	MINOR CONTOURS (1 FT)	131
130	MAJOR CONTOURS (5 FT)	130
G — G	GAS LINE	
SD — SD	STORM DRAIN LINE	
S — S	SEWER LINE	S S
	EXISTING/PROPOSED BUILDING	
OHE/T/C	OVERHEAD ELECTRICAL/TELEPHONE/CABLE	
	PROPERTY LINE	
	SETBACKS	
	GRADE BREAK	

INDEX

C-01	COVER SHEET & LEGEND
C-02	GENERAL NOTES
EX	BOUNDARY & TOPOGRAPHIC SURVEY – BY OWEN HASKELL, INC.
C-03	CONSTRUCTION MANAGEMENT PLAN
C-10	SITE PLAN – OVERALL
C-11	SITE PLAN – PHASE I
C-12	SITE PLAN – PHASE II
C-20	UTILITY PLAN – OVERALL
C-21	UTILITY PLAN – PHASE I
C-22	UTILITY PLAN – PHASE II
C-30	GRADING & DRAINAGE PLAN – OVERALL
C-31	GRADING & DRAINAGE PLAN – PHASE 1
C-32	GRADING & DRAINAGE PLAN – PHASE II
C-40	SITE DETAILS – 1
C-41	SITE DETAILS – 2
C-42	UTILITY DETAILS – 1
C-43	UTILITY DETAILS – 2
C-44	DRAINAGE DETAILS – 1
C-45	DRAINAGE DETAILS – 2
C-46	EROSION AND SEDIMENTATION CONTROL NOTES
C-47	EROSION AND SEDIMENTATION CONTROL DETAILS

CALL BEFORE YOU DIG
1-888-DIG-SAFE
1-888-344-7233

PROJECT TEAM

ARCHITECT:
KAPLAN THOMPSON ARCHITECTS
PORTLAND, MAINE
CONTACT: PHIL KAPLAN, R.A.
(207) 210-8253

ARCHITECT:
ARCHETYPE PA ARCHITECTURE
48 UNION WHARF
PORTLAND, MAINE 04101
CONTACT: DAVID LLOYD, R.A.
(207) 772-6022

SURVEYOR:
OWEN HASKELL, INC
FALMOUTH, MAINE
CONTACT: JOHN C. SCHWANDA, P.L.S.
(207) 774-0424

CIVIL ENGINEER:
ACORN ENGINEERING, INC.
65 HANOVER STREET
PORTLAND, MAINE 04101
CONTACT: SAM LEBEL, P.E.
(207) 775-2655

STRUCTURAL ENGINEER:
TRILLIUM ENGINEERING GROUP
189 MAIN STREET SUITE 200
YARMOUTH, MAINE 04096
CONTACT: TONY DUMAIS, P.E.
(207) 307-0872

GEOTECHNICAL ENGINEER:
SUMMIT GEOENGINEERING SERVICES
LEWISTON, MAINE
CONTACT: BILL PETERLEIN, P.E.
(207) 318-7761

LANDSCAPE ARCHITECT:
ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN
565 CONGRESS STREET, SUITE 310
PORTLAND, MAINE 04101
CONTACT: SETH KIMBALL, R.L.A.
(207) 221-3390

ELECTRICAL ENGINEER:
BENNETT ENGINEERING, INC.
7 BENNETT ROAD
FREEPORT, MAINE 04032
CONTACT: WILL BENNETT, P.E.
(207) 865-9475

DEVELOPERS:
THE SZANTON COMPANY, LLC.
10 FREE STREET, 3RD FLOOR
PORTLAND, ME 04101
CONTACT: CARL SZANTON
(207) 805-3578

MAINE COOPERATIVE PARTNERS
PO BOX 4341
PORTLAND, ME 04101
CONTACT: MATTHEW PETERS
(207) 415-3870

UTILITY CONTACTS

SEWER:
DEPARTMENT OF PUBLIC WORKS (DPW)
250 CANCO ROAD
PORTLAND, MAINE 04101
CONTACT: BRAD ROLAND, P.E.
(207) 874-8834

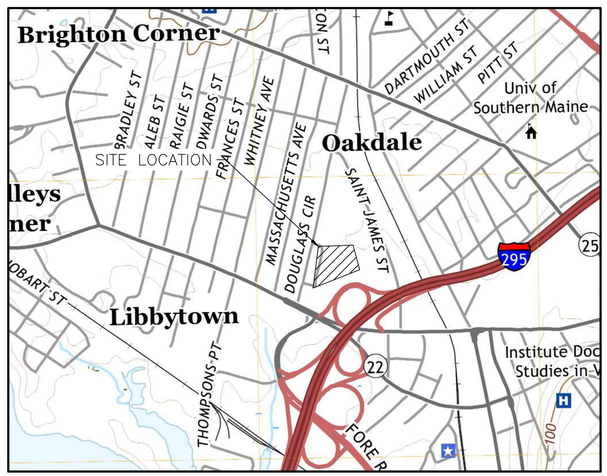
WATER:
PORTLAND WATER DISTRICT
225 DOUGLASS STREET
PO BOX 3553
PORTLAND, MAINE 04104
ATTN: MEANS DIVISION
(207) 774-5961

ELECTRIC:
CENTRAL MAINE POWER COMPANY (CMP)
162 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: JAMIE COUGH
(207) 828-2882

NATURAL GAS:
UNITIL SERVICE CORP
1075 FOREST AVENUE
PORTLAND, ME 04103
CONTACT: BRIDGET HARMON
(207) 541-2543

TELEPHONE:
CONSOLIDATED COMMUNICATIONS
(FORMERLY FAIRPOINT)
45 FOREST AVENUE
PORTLAND, MAINE 04101
CONTACT: PAT MORRISON
(207) 745-9363

CABLE:
SPECTRUM CABLE
118 JOHNSON ROAD
PORTLAND, MAINE, 04102
CONTACT: MARK PELLETIER
(877) 546-0962



VICINITY MAP
NTS

ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION

APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
CIP	CAST IN PLACE
CL	CENTERLINE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CPP	CORRUGATED PLASTIC PIPE
CY	CUBIC YARD
DIP	DUCTILE IRON PIPE
DIA.	DIAMETER
DIM.	DIMENSION
EA.	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EEMP.	ENVIRONMENTAL MEDIA MANAGEMENT PLAN
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
GAL.	GALVANIZED
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
M.E.P	MECHANICAL, ELECTRICAL, PLUMBING DESIGNER
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC	PRECAST
PE	PROFESSIONAL ENGINEER
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PWD	PORTLAND WATER DISTRICT
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
TC	TOP OF CURB
TW	TOP OF WALL
TYP.	TYPICAL
UD	UNDERDRAIN
UGE	UNDERGROUND ELECTRIC
VIF	VERIFY IN FIELD

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: COVER SHEET & LEGEND
PROJECT NAME/ADDRESS: DOUGHERTY COMMONS
CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED MODIFICATIONS OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC
65 HANOVER STREET, PORTLAND, MAINE 04101
PO BOX 4237, PORTLAND, MAINE 04101 (207) 775-2655

STATE OF MAINE
WILLIAM H. SAVAGE
11419
1/11/22
LICENSED PROFESSIONAL ENGINEER

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
1/11/22

FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

DRAWING NO.
C-01

GENERAL NOTES:

1. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE ANY POTENTIAL CONFLICTS WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.

2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES SHOWN ON THE PLAN. IF DEEMED NECESSARY BY THE OWNER OR OWNER'S REPRESENTATIVE (IF APPLICABLE), ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER.

3. THE CONTRACTOR SHALL PREPARE THEIR OWN MATERIAL SCHEDULE BASED ON THE PLANS AND FIELD VERIFICATION BY THE CONTRACTOR. ALL MATERIAL SCHEDULES SHOWN WITHIN THE PLAN SET ARE FOR GENERAL INFORMATION ONLY.

4. ALL CONSTRUCTION METHODS, TESTING AND MATERIALS SHALL CONFORM TO THE MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE CITY OF PORTLAND AND SERVICING UTILITY REQUIREMENTS, IF ANY. IN CASES WHERE THESE CONFLICT THE MOST STRINGENT SPECIFICATION SHALL APPLY AT NO ADDITIONAL COST TO THE OWNER.

5. THE SITE CONTRACTOR SHALL MAINTAIN A SET OF PAPER AND CAD DRAWINGS WHICH SHALL RECORD THE ACTUAL LOCATION, DIMENSIONS, ELEVATIONS, MATERIALS OF THEIR WORK, INDICATING THEREON ALL VARIATIONS FROM THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS, IN .DWG FORMAT AND PAPER, STAMPED ''AS–BUILT''. IF AUTOCAD CAPABILITY IS NOT AVAILABLE, EXCLUDE FROM BID IN WRITING.

6. THE CONTRACTOR WILL REMAIN SOLELY AND COMPLETELY RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH 1) ALL CONTRACT PLANS AND SPECIFICATIONS, 2) APPLICABLE INTERNATIONAL BUILDING CODE REQUIREMENTS, AND 3) ALL SITE WORKING CONDITIONS AND SAFETY REQUIREMENTS, DAY AND NIGHT, FOR BOTH PERSONS AND PROPERTY, IN EACH CASE BOTH BY THE CONTRACTOR AND ITS SUBCONTRACTORS. THESE INCLUDE ALL OSHA, NIOSH, U.S. EPA AND ANY OTHER APPLICABLE GOVERNMENTAL REGULATIONS.

7. EXISTING CONDITIONS, BOUNDARY SURVEY, AND TOPOGRAPHY FROM THE PLAN TITLED BOUNDARY & TOPOGRAPHIC SURVEY BY OWEN HASKELL, INC FOR THE SZANTON COMPANY, LLC, DATED 8/11/2021.

8. SUBSURFACE DATA HAVE BEEN OBTAINED BY SUMMIT ENGINEERING, INC. AND SHALL BE INCLUDED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL ALSO REVIEW THE REPORT PRIOR TO SUBMITTING A BID.

9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN A SAFE VEHICLE AND PEDESTRIAN ACCESS THOUGH THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE PORTLAND PUBLIC SAFETY DIVISION ROUTINELY REGARDING TEMPORARY IMPACTS OR CHANGES TO SITE ACCESS CONDITIONS.

10. CONSTRUCTION MANAGEMENT PLAN NARRATIVE PREPARED BY ACORN ENGINEERING, INC. SHALL BE REFERRED TO FOR ANTICIPATED PROJECT SCHEDULE AND CLOSURES. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

11. CONTRACTOR TO DETERMINE SOIL CLASSIFICATION INDEPENDENTLY FOR TRENCH, SHORING, AND OTHER SIMILAR CONSTRUCTION MEANS AND METHODS APPLICATIONS.

12. NO HOLES, TRENCHES, OR STRUCTURES SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT IN ANY AREA ACCESSIBLE TO THE PUBLIC OR WITHIN THE PUBLIC RIGHT–OF–WAY.

13. THE CONTRACTOR SHALL CONDUCT A PRE–CONSTRUCTION SURVEY OF INTERIOR SUBGRADE AND ABOVE GRADE ACCESSIBLE WALLS, CEILINGS, FLOORS, ROOF AND VISIBLE EXTERIOR AS VIEWED FROM THE GRADE LEVEL. THIS SHALL BE COMPLETED AT A MINIMUM FOR STRUCTURES IMMEDIATELY ABUTTING THE SITE. A COPY OF THE SURVEY SHOULD BE PROVIDED TO THE OWNER. DOCUMENT WITH PICTURES AT A MINIMUM.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY TRENCH PAVEMENT THAT HAS EXPERIENCED EXCESSIVE SETTLEMENT, CRACKING, OR OPENING OF JOINTS. REPAIRS MAY INCLUDE OVERLAY. REMOVAL OF WORK MAY BE NECESSARY AFTER THE FINAL ACCEPTANCE OF WORK OR PRIOR TO THE END OF THE WARRANTY PERIOD. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

CIVIL SITE NOTES:

1. THE CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO ACORN TO MODIFY THE CONTRACT DOCUMENTS.

2. ALL SHOP, ERECTION, AND CONSTRUCTION DRAWINGS SHALL BE CHECKED AND STAMPED BY THE CONTRACTOR PRIOR TO SUBMISSION FOR ACORN'S REVIEW. ANY UNCHECKED OR NON–STAMPED SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.

3. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING STRUCTURES AND SITE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. CONTRACTOR TO NOTIFY ACORN OF ANY DISCREPANCIES PRIOR TO PROCEEDING.

4. DETAILS SHOWN APPLY TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.

5. ALTHOUGH ALL DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT ALL DETAILS ARE ILLUSTRATED, NOR IS EVERY EXCEPTION CONDITION ADDRESSED WITHIN THE CONTRACT DOCUMENTS.

6. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

7. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING DIMENSION AND LAYOUT VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF ANY SUBCONTRACTORS.

8. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE OR DIRECT MEANS OR METHODS OF CONSTRUCTION.

9. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING THE CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION EQUIPMENT.

10. DO NOT BACKFILL AGAINST RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE BRACING IS PROVIDED. PRIOR TO BACKFILL, PROVIDE CURING OF CONCRETE FOR 28 DAYS OR AS DIRECTED BY MATERIALS TESTING ENGINEER.

11. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND OTHER SUPPORTING ELEMENTS ARE IN PLACE, IF APPLICABLE.

12. ALL PAVEMENT JOINTS SHALL BE SAWCUT AND APPLIED WITH TACK COAT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.

13. ACORN BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND SITE OBSERVATION VISITS DO NOT IN ANY WAY INCLUDE INSPECTION OF THEM.

14. EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CRF PART 1926.650–.652 (CONSTRUCTION STANDARD FOR EXCAVATIONS).

15. ALL TRENCH PAVEMENT REPAIR SHALL BE COMPLETED WITH THE USE OF A STREET PAVER WITH A SCREED WIDTH CAPABLE OF SPANNING THE FULL WIDTH OF THE TRENCH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

SPECIAL INSPECTION NOTES

1. ALL SITE SOILS–RELATED WORK AND FOOTING EXCAVATIONS PRIOR TO PLACING FORMS SHALL BE REVIEWED BY THE PROJECT GEOTECHNICAL ENGINEER.

2. ALL SITE DRAINAGE–RELATED WORK SHALL BE REVIEWED BY ACORN ENGINEERING.

3. NORMAL REVIEWS BY LOCAL BUILDING DEPARTMENT. NOTIFY 48 HOURS PRIOR TO REQUIRED REVIEW.

4. REQUIRED SPECIAL INSPECTIONS PER I.B.C. SECTION 1705.6 BY AN APPROVED SPECIAL INSPECTOR RETAINED BY OWNER. CONTRACTOR TO COORDINATE SPECIAL INSPECTIONS.

5. SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

5.1. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR SHALL BE TO OBSERVE AND/OR TEST THE WORK ASSIGNED AND OUTLINE ABOVE FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION.

5.2. THE SPECIAL INSPECTOR SHALL FURNISH REGULAR REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT AND ENGINEER OF RECORD, AND OTHER DESIGNATED PERSONS. PROGRESS REPORTS FOR CONTINUOUS INSPECTION SHALL BE FURNISHED WEEKLY. INDIVIDUAL REPORTS OF PERIODIC INSPECTIONS SHALL BE FURNISHED WITHIN ONE WEEK OF INSPECTION DATES. THE REPORTS SHALL NOTE UNCORRECTED DEFICIENCIES, AND NET CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS AUTHORIZED BY THE ENGINEER OF RECORD.

5.3. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT WITHIN TEN DAYS OF THE FINAL INSPECTION STATING WHETHER THE WORK REQUIRING A SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE AND BELIEF, IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE INTERNATIONAL BUILDING CODE. WORK NOT IN COMPLIANCE SHALL BE NOTED IN THE REPORT.

5.4. SPECIAL INSPECTOR SHALL BE EMPLOYED BY THE OWNER AND COORDINATED BY THE CONTRACTOR.

LAYOUT NOTES:

1. MONUMENTS DELINEATING PROPERTY LINES OR RIGHT OF WAYS SHALL NOT BE DISTURBED DURING CONSTRUCTION OPERATIONS. IN THE CASE A MONUMENT IS DISTURBED, AT THE CONTRACTOR'S EXPENSE, THE MONUMENT SHALL BE RESET TO ITS ORIGINAL LOCATION AND ELEVATION BY A REGISTERED LAND SURVEYOR.

2. ALL DIMENSIONS ON THE FOLLOWING SHEETS TAKE PRECEDENT OVER SCALED DIMENSIONS. EACH DRAWING WITH A BAR SCALE MEANS THAT THE DRAWING/DETAIL HAS BEEN SCALED AS ACCURATELY AS POSSIBLE, AND THE BAR SCALE IS FOR GENERAL REFERENCE ONLY. IF NO BAR SCALE IS PRESENT, THEN THERE IS NO SCALE TO THAT DRAWING/DETAIL. AT NO TIME SHOULD DRAWINGS BE SCALED FROM. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, SPECIFICATIONS AND THE FIELD CONDITION SHALL BE IMMEDIATELY REPORTED TO ACORN FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.

3. SIGNAGE, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

4. ALL TRAFFIC CONTROL SIGNS INDICATED ON THE SITE LAYOUT PLAN ARE TO MEET ALL REQUIREMENTS & CONDITIONS OF THE CITY OF PORTLAND, MAINE DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

5. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A LICENSED PROFESSIONAL LAND SURVEYOR TO PROVIDE A MINIMUM OF TWO TEMPORARY BENCHMARKS WITHIN THE SITE AND TO LOCATE PROPOSED STRUCTURE CORNERS.

6. CONTRACTOR TO ENSURE THAT ACCESS, INCLUDING BUT NOT LIMITED TO WALKWAYS, DRIVEWAYS, AND MAILBOXES ADJACENT TO THE PROJECT REMAIN FUNCTIONAL AND AVAILABLE FOR USE AT ALL TIMES.

PERMITTING NOTES

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF MAJOR SITE PLAN, SUBDIVISION, CONDITIONAL USE FOR INCLUSIONARY ZONING FROM THE CITY OF PORTLAND AND MAINE DEP STORMWATER PERMIT UNDER DELEGATED REVIEW.

2. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

3. ALL WORK WITHIN THE PUBLIC RIGHT–OF–WAY REQUIRES A STREET OPENING PERMIT FROM THE CITY OF PORTLAND. ADDITIONALLY, COORDINATE WITH THE DEPARTMENT OF PUBLIC WORKS.

GRADING AND DRAINAGE NOTES:

1. TOPSOIL STRIPPED FROM THE SITE THAT IS SUITABLE FOR REUSE AS LOAM (MEETS THE REQUIREMENTS WITHIN SECTION 615 OF THE MDOT STANDARD SPECIFICATIONS, MOST RECENT VERSION AND IS FREE OF TRACEABLE AMOUNTS OF CONTAMINANTS) SHALL BE STOCKPILED WITHIN THE PROPOSED LIMIT OF WORK AREA. THE CONTRACTOR SHALL NOT ASSUME THAT ANY STRIPPED TOPSOIL WILL BE ACCEPTABLE FOR REUSE WITH THEIR ESTIMATE.

2. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY; NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING. DEWATERING SHALL INCLUDE TREATMENT OF SILT THROUGH THE USE OF A DIRTBAG BY ACF ENVIRONMENTAL OR APPROVED EQUIVALENT. FLOWS FROM DEWATERING ACTIVITIES SHALL NOT BE DISCHARGED INTO SANITARY SEWERS. SEE BORING LOGS FOR ADDITIONAL INFORMATION.

3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY EASEMENT OR TEMPORARY CONSTRUCTION RIGHTS AS NECESSARY BY PRIVATE ADJACENT LAND OWNERS. THE CONTRACTOR SHALL NOT DISTURB ANY SOIL BEYOND THE PROPERTY LINE WITHOUT NOTIFYING AND OBTAINING SUCH EASEMENT OR TEMPORARY CONSTRUCTION RIGHT FROM THE ADJACENT LAND OWNERS. PRIOR TO THE CONTRACTOR PRICING THE WORK, THEY SHALL PROVIDE ACORN WITH PROOF OF SUCH EASEMENT OR TEMPORARY RIGHTS. SHOULD EASEMENTS OR TEMPORARY RIGHTS NOT BE AVAILABLE, THE CONTRACTOR SHALL INCLUDE COST FOR BRACING AND SHORING AS NECESSARY.

4. THE CONTRACTOR SHALL PROVIDE A FINISH PAVEMENT SURFACE FREE OF LOW SPOTS AND PONDING AREAS. THE MINIMUM SLOPE SHALL MEET OR EXCEED 0.5% IN ALL CASES. ALL SLOPES SHALL BE AWAY FROM BUILDINGS AND TOP OF PAVEMENT SHALL BE AT OR BELOW EXISTING FINISH FLOOR ELEVATIONS.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST GEOTECHNICAL REPORT PREPARED BY THE PROJECT GEOTECHNICAL ENGINEER.

6. NO ADDITIONAL PAYMENT FOR UNSUITABLE MATERIALS.

7. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF N=0.012 OR LESS.

8. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.

9. NATIVE SOILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LIMIT THE DISTURBANCE TO SUBGRADE SOILS. SHOULD THE SUBGRADE BECOME YIELDING OR DIFFICULT TO WORK, CONTACT ACORN. THE DISTURBED AREAS SHALL BE EXCAVATED AND BACKFILLED WITH COMPACTED SELECT FILL OR CRUSHED STONE AT NO ADDITIONAL EXPENSE TO THE OWNER.

10. ALL SUBGRADE PREPARATION IS SUBJECT TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER, IF APPLICABLE.

EROSION CONTROL NOTES:

1. DISTURBED AREAS ARE DEFINED AS THOSE SURFACES WHERE EXISTING VEGETATION OR STRUCTURES HAVE BEEN REMOVED, EXPOSING NATIVE SOIL TO THE ELEMENTS.

2. ALL ROUTINE WORK ACTIVITIES SHALL BE CONDUCTED IN SUCH A WAY TO LIMIT THE AMOUNT OF DISTURBED AREA AT ONE TIME TO THE EXTENT PRACTICABLE.

3. PRIOR TO THE START OF ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL APPLICABLE EROSION CONTROL DEVICES SUCH AS PERIMETER SILT FENCE, AND OTHER APPLICABLE MEASURES. IN THE EVENT THE CONTRACTOR IS NOT SURE A EROSION CONTROL MEASURE SHOULD BE IMPLEMENTED, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD TO CONFIRM IMPLEMENTATION OF ANY EROSION CONTROL DEVICES.

4. ALL GROUND AREAS GRADED FOR CONSTRUCTION SHALL BE GRADED, LOAMED, SEEDED AND MULCH SHALL BE APPLIED AS SOON AS POSSIBLE WITHIN 7 DAYS FOLLOWING THE COMPLETION OF ANY SOIL DISTURBANCE, AND PRIOR TO ANY STORM EVENT.

5. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY. THE CONTRACTOR SHALL REFERENCE THE APPROVED EROSION AND SEDIMENTATION CONTROL REPORT FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES IN ADDITION TO THE PLAN SET. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE D.E.P.'S CURRENT MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

6. PRIOR TO PAVING, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT FROM STORM DRAINS, CATCH BASINS, AND APPURTENANCES.

7. REFER TO THE EROSION CONTROL DETAILS & NOTES FOR ADDITIONAL INFORMATION.

UTILITY NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED UPON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TEST PIT TO DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES TO COORDINATE WITH THE PROPOSED CONNECTIONS OR CROSSING. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO ACORN FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.

2. CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, CONDUCT EXPLORATORY EXCAVATIONS AT LOCATIONS WHERE PROPOSED EXCAVATION WILL INTERSECT WITH EXISTING UTILITIES, PRIOR TO THE ORDERING OF STRUCTURES.

3. ALL NEW SANITARY MANHOLES SHALL BE VACUUM TESTED BEFORE BACKFILLING. TESTING SHALL BE COMPLETED IN ACCORDANCE WITH TECHNICAL REPORT #16 (TR–16): GUIDES FOR THE DESIGN OF WASTEWATER TREATMENT WORKS, PREPARED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION.

4. SEWER MANHOLES SHALL BE 4' ID UNLESS OTHERWISE STATED ON THE PLANS.

5. CONTRACTOR TO PROVIDE 5' OF COVER FROM TOP OF PIPE TO FINISH GRADE FOR WATER MAINS.

6. THRUST BLOCKS SHALL BE USED FOR THRUST RESTRAIN ON WATER MAINS. DETAIL AND LIMITS FOR THRUST BLOCKS ARE SHOWN WITHIN THE PLAN SET.

7. WATER INFRASTRUCTURE SHALL BE TESTED IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT DOCUMENT ''WATER AND SEWER CONSTRUCTION SPECIFICATIONS AND PROCEDURE'', MOST RECENT REVISION.

8. ALL REQUIRED FITTINGS FOR THE WATER MAIN ARE NOT SHOWN ON DRAWINGS. CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY FITTINGS REQUIRED TO CONSTRUCT THE WATER MAIN IN ACCORDANCE WITH CITY OF PORTLAND, STATE OF MAINE, AND AMERICAN WATER WORKS ASSOCIATION STANDARDS AND REGULATIONS.

9. CONTRACTOR SHALL COORDINATE WORK REGARDING ANY WATER MAIN CONNECTION AND WATER MAIN SHUTDOWN WITH THE PORTLAND WATER DISTRICT AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.

10. ALL WATER PIPE INSTALLATION SHALL CONFORM WITH THE PORTLAND WATER DISTRICT SPECIFICATIONS AND PROCEDURES, MOST RECENT EDITION.

11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

12. SEWER, GAS, TELEPHONE, ELECTRICITY, CABLE, WATER AND ANY OTHER UTILITY CONNECTIONS SHALL BE REVIEWED BY PLUMBING, ELECTRICAL, AND MECHANICAL DESIGNER FOR CONSISTENCY WITH THEIR PLANS PRIOR TO CONSTRUCTION.

13. COORDINATE EXIT POINT FOR SECONDARY UTILITY SERVICES WITH THE ARCHITECT/ELECTRICAL ENGINEER. SECONDARY LINE LOCATIONS NOT PROVIDED BY ACORN WITHIN THE UTILITY PLAN.

14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL THE NECESSARY PERMITS FOR THE INSTALLATION OF THE UTILITIES AND STORMDRAINS WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE CITY IN ACCORDANCE WITH THE CITY OF PORTLAND TECHNICAL MANUAL PRIOR TO ANY WORK.

15. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL AT NO EXTRA EXPENSE TO THE OWNER.

16. ALL PIPE LINES SHALL SLOPE UNIFORMLY BETWEEN ELEVATIONS INDICATED ON THE DRAWINGS. NO CRESTS OR SAGS IN THE PIPING WILL BE PERMITTED. ALL HORIZONTAL AND VERTICAL BENDS IN PRESSURIZED PIPE LINES SHALL BE SUITABLY RESTRAINED WITH THRUST BLOCKS OR RETAINER GLANDS. RETAINER GLANDS ALLOWED FOR DUCTILE IRON PIPE ONLY. PROVIDE ALL BENDS, HORIZONTAL AND VERTICAL, AS REQUIRED TO MEET THE GRADES AND ALIGNMENTS INDICATED ON THE DRAWINGS.

17. ALL WASTEWATER PIPING, EXCLUDING BUILDING DRAINS, AND ALL PRESSURIZED PIPING, TO INCLUDE WATER MAINS, INSTALLED BENEATH STRUCTURES SHALL BE ENCASED IN CONCRETE.

18. WHERE NEW PIPING IS TO BE CONNECTED TO EXISTING PIPING, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ADAPTERS, FITTINGS AND ADDITIONAL PIPE AS REQUIRED TO ENSURE A COMPLETE AND PROPERLY FUNCTIONING CONNECTION. CONTRACTOR TO VERIFY LOCATION, ELEVATION, ORIENTATION AND MATERIAL OF CONSTRUCTION. ADAPTERS AND FITTINGS ARE INCIDENTAL TO THE PIPE INSTALLATION.

19. WHENEVER POSSIBLE, WATER LINES SHOULD BE INSTALLED OVER WASTEWATER LINES. A MINIMUM SEPARATION OF 18 INCHES BETWEEN THE BOTTOM OF THE WATER LINE AND THE TOP OF THE WASTEWATER LINE SHALL BE MAINTAINED WHERE POSSIBLE. WHERE A WATER LINE CROSSES UNDER THE WASTEWATER LINE, A FULL LENGTH OF WASTEWATER PIPE SHALL BE CENTERED ABOVE THE WATER LINE SO THAT BOTH JOINTS WILL BE AS FAR FROM THE WATER LINE AS POSSIBLE,

20. THE CONTRACTOR SHALL BE ANTICIPATE THAT THE NATIVE SILT AND CLAY SOILS WILL NOT BE SUITABLE FOR PIPE TRENCH BACKFILL IN PAVED AREAS.

21. GROUNDWATER SHALL BE CONTROLLED TO A LEVEL OF AT LEAST ONE FOOT BELOW SUBGRADE OF THE PIPE OR STRUCTURE. THE CONTRACTOR SHALL MAINTAIN THE LOWERED GROUNDWATER LEVEL UNTIL CONSTRUCTION HAS BEEN COMPLETED TO SUCH AN EXTENT THAT THE STRUCTURES OR PIPES WILL NOT BE FLOATED OR OTHERWISE DAMAGED.

22. EXCAVATION TO SUBRADE IN NATIVE SILT AND CLAY SHALL BE COMPLETED WITH A SMOOTH EDGE BUCKET TO MINIMIZE SUBGRADE DISTURBANCE.

23. ALL ADJUSTMENTS TO FINISHED GRADE ARE TO BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL CONFIRM STRUCTURES THAT REQUIRE ADJUSTMENT WITH THE ENGINEER OR OWNERS REPRESENTATIVE PRIOR TO ADJUSTING FRAMES.

DEMOLITION NOTES:

1. THE FOLLOWING ITEMS ARE TYPICAL OF MATERIAL WHICH MAY BE ON SITE:
   - ROCK AND CONCRETE FOUNDATIONS
   - CONCRETE SLABS
   - BITUMINOUS ASPHALT PAVEMENT
   - CONCRETE PADS AND BLOCKS
   - FENCE POST AND FENCING
   - UNDERGROUND UTILITY LINES
   - ABOVE AND OR BELOW FUEL OIL AND PROPANE GAS TANKS
   - STORM DRAIN PIPES AND APPURTENANCE STRUCTURES
   - OTHER TRASH & MISCELLANEOUS SOLID WASTES

2. THE CONTRACTOR IS ADVISED TO VISIT THE SITE TO CONFIRM DEMOLITION ITEMS SINCE THE LIST IS NOT INCLUSIVE OF THE SITE CONDITIONS WHICH MAY BE ENCOUNTERED

3. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTORS SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" DEMONSTRATING PROPER DISPOSAL OF ALL MATERIALS.

4. CONTRACTOR TO REFER TO PHASE 1 ENVIRONMENTAL SITE ASSESSMENT BY CREDERE ASSOCIATES, INC. AND PHASE 2 ENVIRONMENTAL ASSESSMENT BY WOODARD AND CURRAN.

5. CONTRACTOR TO REFER TO AND ABIDE BY VRAP DOCUMENTS PREPARED BY CREDERE ASSOCIATES.

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: GENERAL NOTES

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

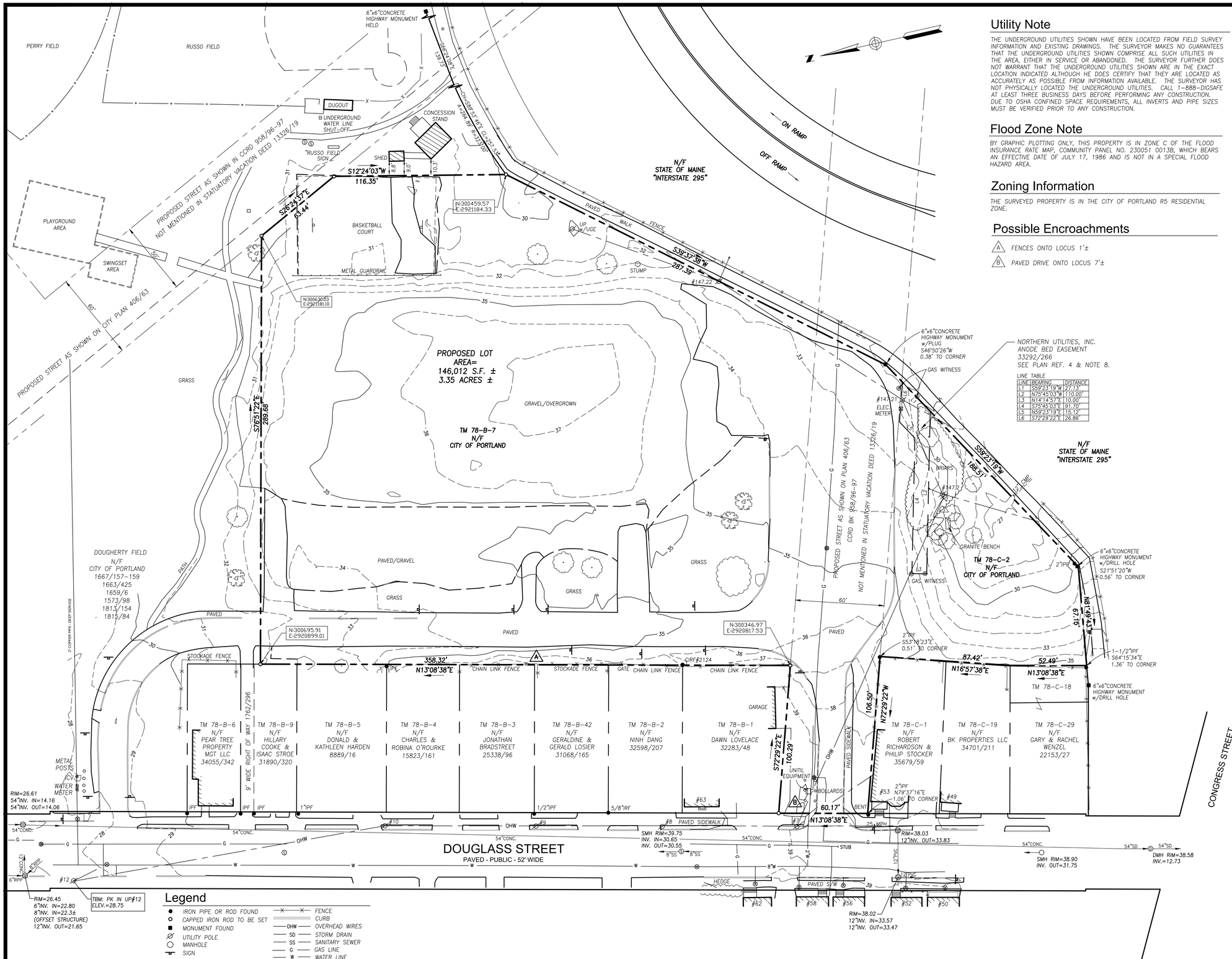
ACORN ENGINEERING, INC.
ENGINEERING, INC.
ACORN ENGINEERING, INC
70 CENTRAL AVENUE, FARMINGDALE, MAINE 04101
PO BOX 428 (207) 775-2655

THIS PLAN SHALL NOT BE MODIFIED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THIS PLAN SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-02



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.

Flood Zone Note

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

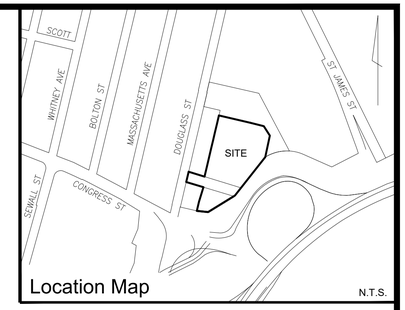
Zoning Information

THE SURVEYED PROPERTY IS IN THE CITY OF PORTLAND R5 RESIDENTIAL ZONE.

Possible Encroachments

A FENCES ONTO LOCUS 1'±

B PAVED DRIVE ONTO LOCUS 7'±



Plan References

1. BOUNDARY WORKSHEET OF DOUGHERTY FIELD DOUGLASS STREET, ST. ST. JAMES ST. AND INTERSTATE 295, BY THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT ENGINEERING SECTION DATED MARCH 2006, CITY PLAN 991/3.

2. PLAN OF PROPERTY IN PORTLAND, MAINE BELONGING TO THE J.B. BROWN & SONS CORP & HEIRS OF ST JOHN SMITH BY E.C. JORDAN & CO., CITY PLAN 463/5.

3. PLAN OF LAND CONGRESS AND DOUGLASS STREETS OWNED BY CITY OF PORTLAND PARK COMMISSION BY CHANDLER H. BARRON C.E. DATED NOVEMBER 1946, CITY PLAN 799/8.

4. ANODE BED EASEMENT DOUGLASS STREET AT DOUGHERTY FIELD BY CITY OF PORTLAND PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION DATED 09/30/2016, CITY PLAN 882/53.

5. MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE HIGHWAY "295" PORTLAND CUMBERLAND COUNTY FEDERAL AID PROJECT NO. I-295-3(24)8(25) DATED MAY 1967.

6. BOUNDARY SURVEY AT 43 & 91 DOUGLASS STREET, PORTLAND, MAINE MADE FOR THE SZANTON COMPANY MARCH 4, 2021, REVISED APRIL 8, 2021 BY OWEN HASKELL, INC.

7. CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS CONTRACT DRAWINGS DOUGLASS STREET RECONSTRUCTION PHASE 1 – WEST SCHOOL TO JAMES STREET APPROVED 2001, ON FILE AT THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT AS PLAN NUMBER 970/13.

General Notes

1. OWNER OF RECORD: CITY OF PORTLAND
389 CONGRESS STREET, PORTLAND, MAINE
TAX MAP 78 BLOCK C LOT 2
TAX MAP 78 BLOCK B LOT 7

2. BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83 PER PLAN REFERENCE 1.

3. ELEVATIONS ARE BASED ON CITY DATUM, PK NAIL IN UP#12 DOUGLASS ST. ELEVATION 28.75 PER PLAN REFERENCE 7.

4. THERE WERE NO DELINEATED PARKING SPACES OBSERVED.

5 NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, BUILDING ADDITIONS, OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED.

6. NO PROPOSED CHANGES IN STREET LINES IS KNOWN BY THIS SURVEYOR.

7. THERE WERE NO DELINEATED PARKING SPACES OBSERVED ON SITE.

8. THIS EASEMENT LOCATION IS TO BE RELOCATED. THERE ARE CURRENT NEGOTIATIONS BETWEEN THE CITY OF PORTLAND AND NORTHERN UTILITIES.

9. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

ALTA / NSPS Land Title Survey

43 & 91 Douglass Street, Portland, Maine
Portland, Cumberland County, Maine
Made For
The Szanton Company
482 Congress Street, Suite. 203, Portland, Maine

Surveyor's Certification

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B), 7(C), 8, 9, 10, 11(A), 13, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 9, 2021.

RANDY R. LOUBIER
PROFESSIONAL LAND SURVEYOR NO. 2407

DATE OF PLAT OR MAP: AUGUST 11, 2021
DATE OF LAST REVISION: JANUARY 14, 2022

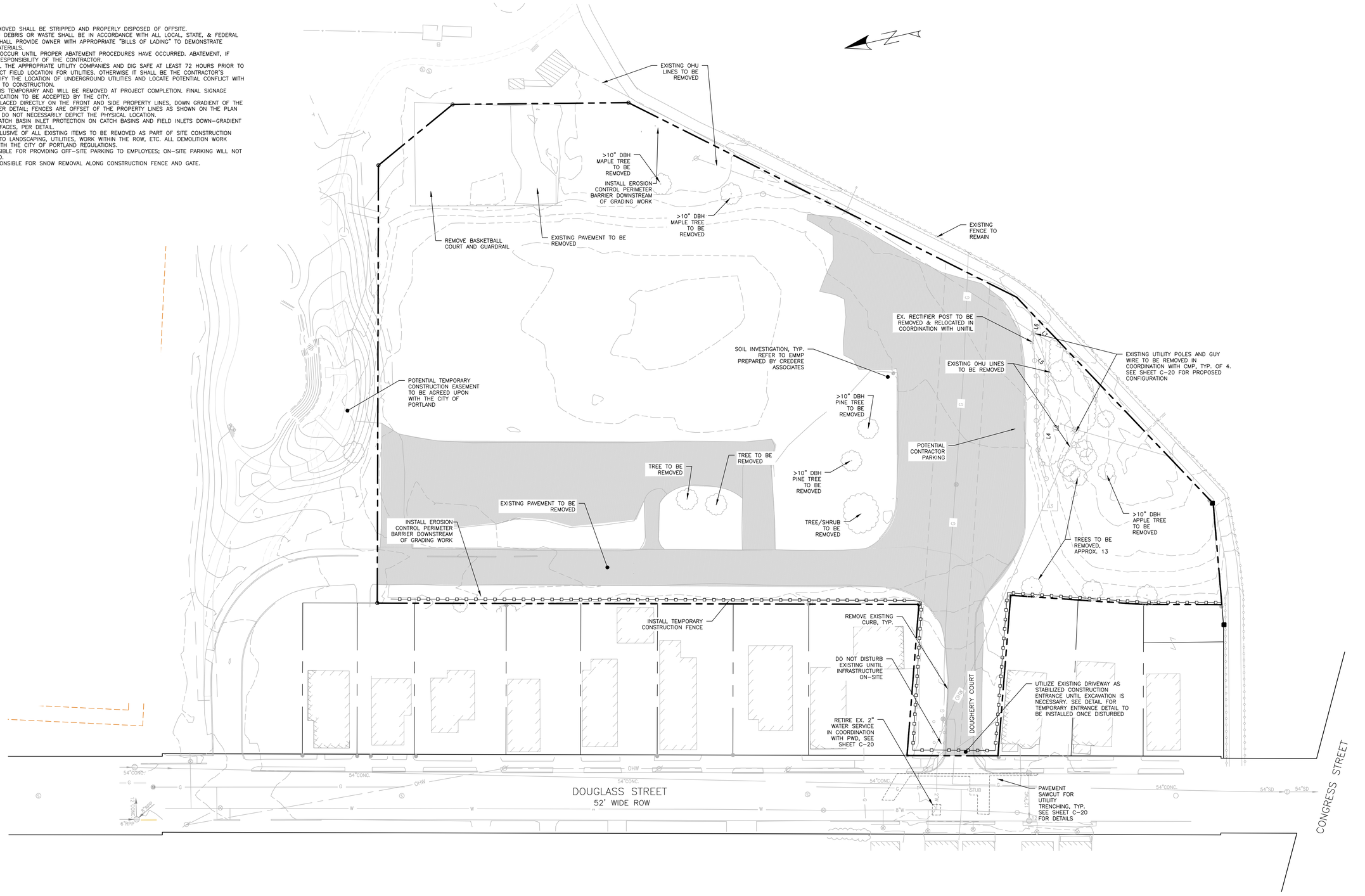
STATE OF MAINE · RANDY R. LOUBIER 2407 · PROFESSIONAL LAND SURVEYOR

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RRL / JLW	FIELD BOOK: FILE	JOB NO.	2021-026 P
CHECKED BY: RRL	SCALE: 1" = 30'	DRWG. NO.	1

GENERAL NOTES:

1. EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
2. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTOR SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" TO DEMONSTRATE PROPER DISPOSAL OF ALL MATERIALS.
3. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE POTENTIAL CONFLICT WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
5. ALL CONSTRUCTION SIGNAGE IS TEMPORARY AND WILL BE REMOVED AT PROJECT COMPLETION. FINAL SIGNAGE WORDING AND PLACEMENT LOCATION TO BE ACCEPTED BY THE CITY.
6. SEDIMENT BARRIERS TO BE PLACED DIRECTLY ON THE FRONT AND SIDE PROPERTY LINES, DOWN GRADIENT OF THE PROPOSED PROJECT WORK PER DETAIL; FENCES ARE OFFSET OF THE PROPERTY LINES AS SHOWN ON THE PLAN FOR CLARITY PURPOSES AND DO NOT NECESSARILY DEPICT THE PHYSICAL LOCATION.
7. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD INLETS DOWN-GRADIENT OF ALL NON-STABILIZED SURFACES, PER DETAIL.
8. DEMOLITION PLAN IS NOT INCLUSIVE OF ALL EXISTING ITEMS TO BE REMOVED AS PART OF SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES, WORK WITHIN THE ROW, ETC. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND REGULATIONS..
9. CONTRACTOR TO BE RESPONSIBLE FOR PROVIDING OFF-SITE PARKING TO EMPLOYEES; ON-SITE PARKING WILL NOT BE PROVIDED OR GUARANTEED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL ALONG CONSTRUCTION FENCE AND GATE.



PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **OVERALL CONSTRUCTION MANAGEMENT PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. IF ALTERATIONS, AUTHORIZED OR UNAUTHORIZED, ARE MADE TO THIS PLAN WITHOUT LIABILITY TO ACORN ENGINEERING, INC. SHALL ASSUME ALL RESPONSIBILITY FOR WORK AND WILL INDEMNIFY ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2655

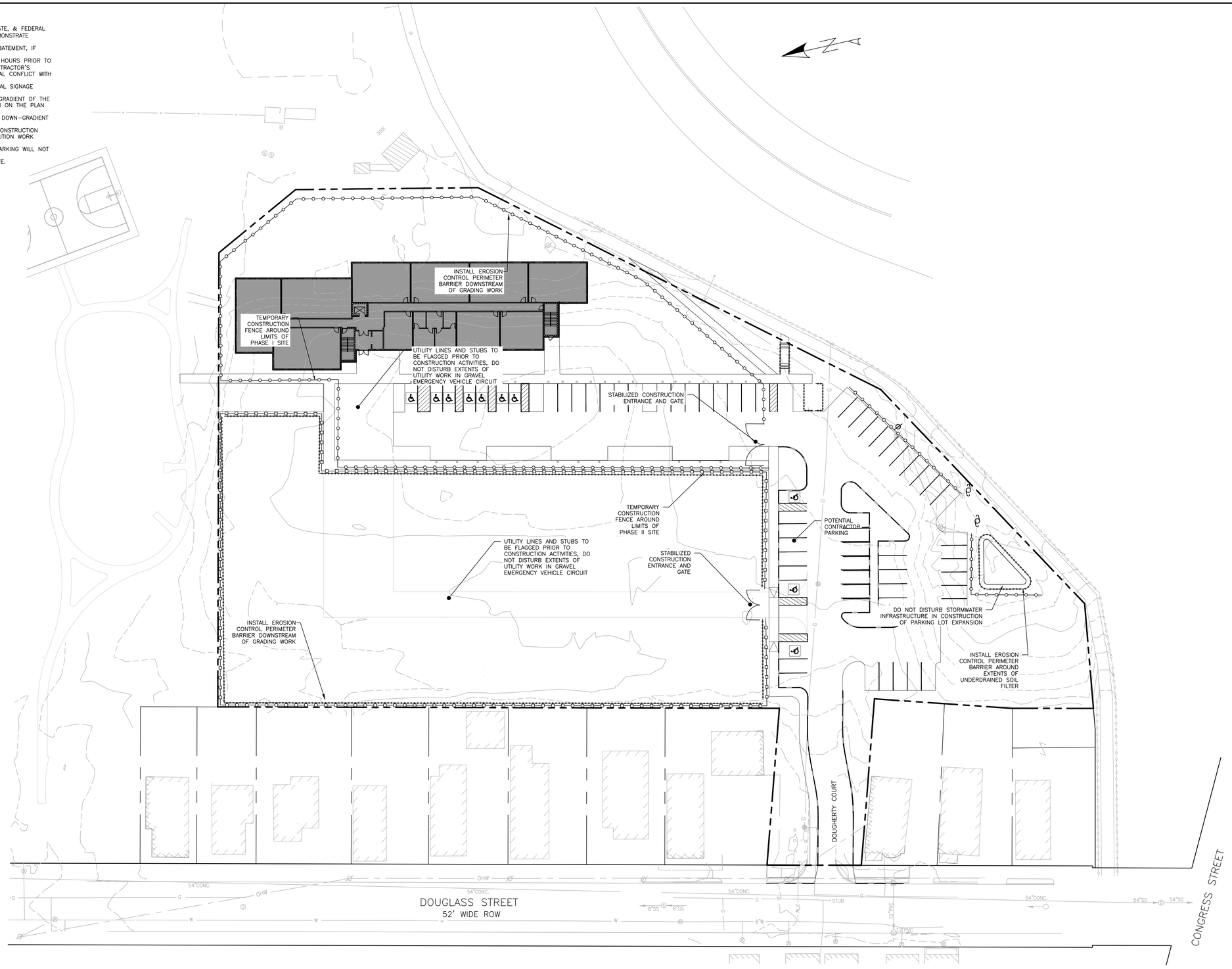
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DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-03

GENERAL NOTES:

1. EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
2. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTOR SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" TO DEMONSTRATE PROPER DISPOSAL OF ALL MATERIALS.
3. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE POTENTIAL CONFLICT WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
5. ALL CONSTRUCTION SIGNAGE IS TEMPORARY AND WILL BE REMOVED AT PROJECT COMPLETION. FINAL SIGNAGE WORDING AND PLACEMENT LOCATION TO BE ACCEPTED BY THE CITY.
6. SEDIMENT BARRIERS TO BE PLACED DIRECTLY ON THE FRONT AND SIDE PROPERTY LINES, DOWN GRADIENT OF THE PROPOSED PROJECT WORK PER DETAIL; FENCES ARE OFFSET OF THE PROPERTY LINES AS SHOWN ON THE PLAN FOR CLARITY PURPOSES AND DO NOT NECESSARILY DEPICT THE PHYSICAL LOCATION.
7. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD INLETS DOWN-GRADIENT OF ALL NON-STABILIZED SURFACES, PER DETAIL.
8. DEMOLITION PLAN IS NOT INCLUSIVE OF ALL EXISTING ITEMS TO BE REMOVED AS PART OF SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES, WORK WITHIN THE ROW, ETC. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND REGULATIONS.
9. CONTRACTOR TO BE RESPONSIBLE FOR PROVIDING OFF-SITE PARKING TO EMPLOYEES; ON-SITE PARKING WILL NOT BE PROVIDED OR GUARANTEED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL ALONG CONSTRUCTION FENCE AND GATE.



30 0 30 60

SCALE: 1' = 30'

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **INTERIM PHASE II CONSTRUCTION MANAGEMENT PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, WITHORDED OR OTHERWISE, MADE TO THIS PLAN SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2655

FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

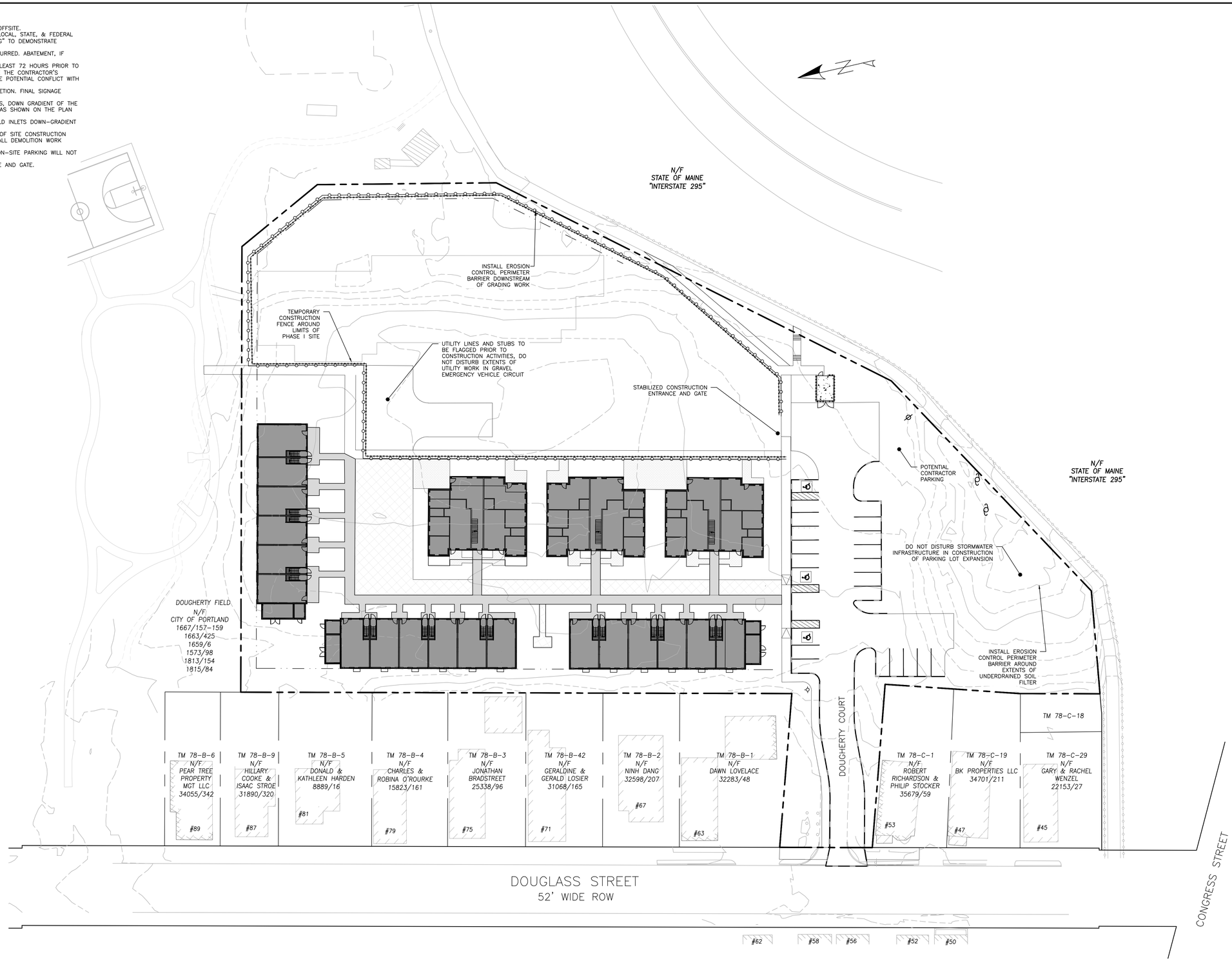
STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
4/4/22

DRAWING NO.

C-04

GENERAL NOTES:

1. EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
2. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTOR SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" TO DEMONSTRATE PROPER DISPOSAL OF ALL MATERIALS.
3. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE POTENTIAL CONFLICT WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
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10. CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL ALONG CONSTRUCTION FENCE AND GATE.



30 0 30 60

SCALE: 1' = 30'

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: PHASE II CONSTRUCTION MANAGEMENT PLAN

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2625

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JN: 1154
SCALE: AS NOTED
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DRAWN BY: AWG
CHECKED BY: SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
11/14/22

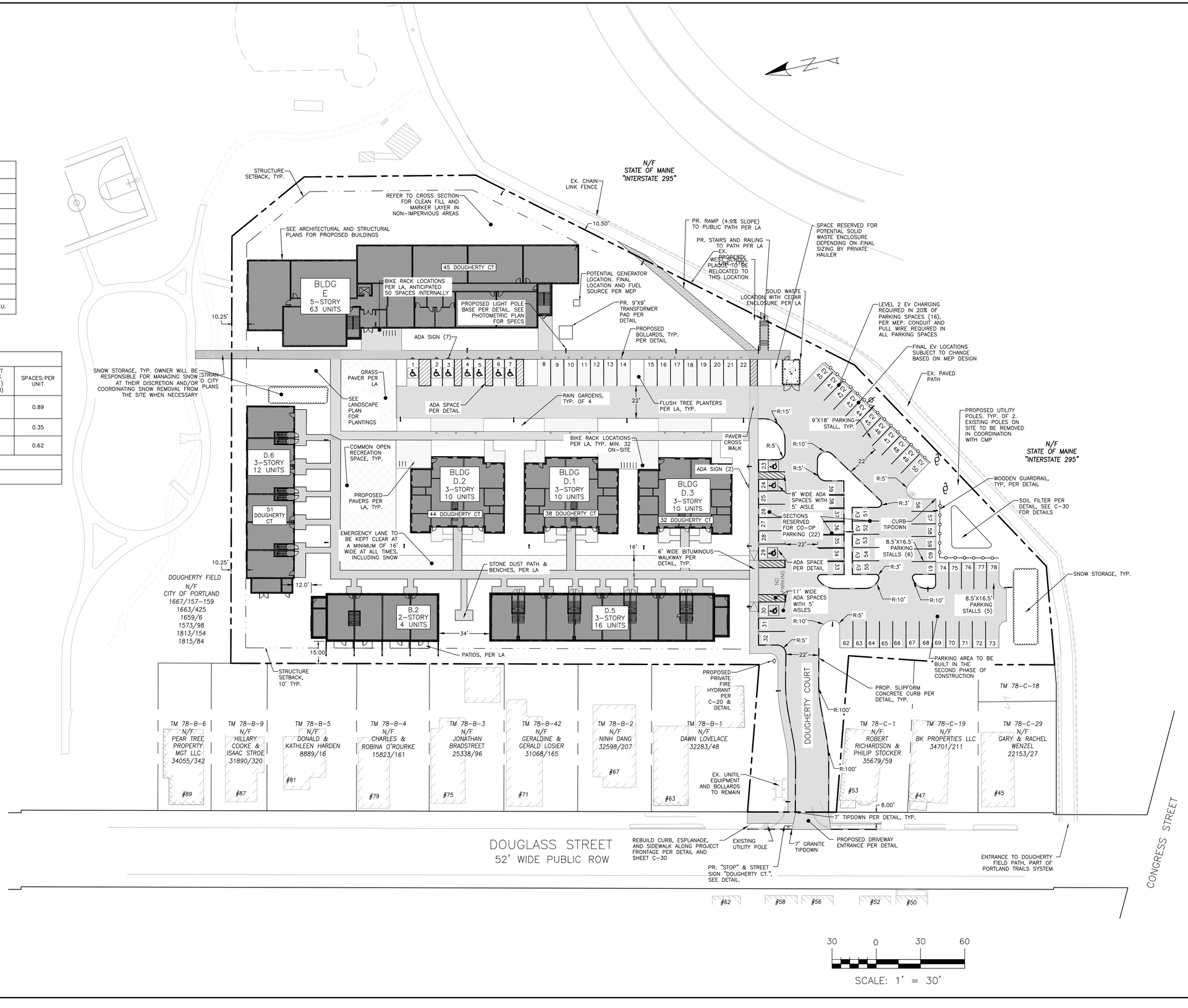
DRAWING NO.
C-05

GENERAL NOTES:

1. ALL VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

SPACE AND BULK STANDARDS		
R-5A PRUD ZONE	REQUIRED	PROVIDED
MINIMUM LOT SIZE	2.00 AC	3.34 AC
MINIMUM STREET FRONTAGE	50'	60'
FRONT YARD SETBACK	10'	15'
SIDE YARD SETBACK	10'	10.25'
REAR YARD SETBACK	10'	10.5'
MAXIMUM BUILDING HEIGHT	55'	53'
MAX. # OF DWELLING UNITS ON PROPERTY	182	125
COMMON RECREATION OPEN SPACE	200 SF / D.U.	300 SF / D.U.

PARKING TABLE					
AREA	PARKING SPACES	UNIT COUNT	EV CHARGING (20%)	COMPACT SPACES (#56-61) (#74-78)	SPACES: PER UNIT
5-STORY (#1-22, #40-50, #56-78)	56	63	11	11	0.89
2 & 3-STORIES (#23-#39, #51-#55)	22	62	5	0	0.35
TOTAL	78	125	16	11	0.62
* ALL SPACES 9'X18' UNLESS OTHERWISE NOTED					
** OFF-STREET PARKING REQUIREMENTS WAIVED PER SEC. 14-332.2.b					



ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: OVERALL SITE PLAN
PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS
CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2635

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DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE SAMUEL J. LEBEL 16505 LICENSED PROFESSIONAL ENGINEER 4/13

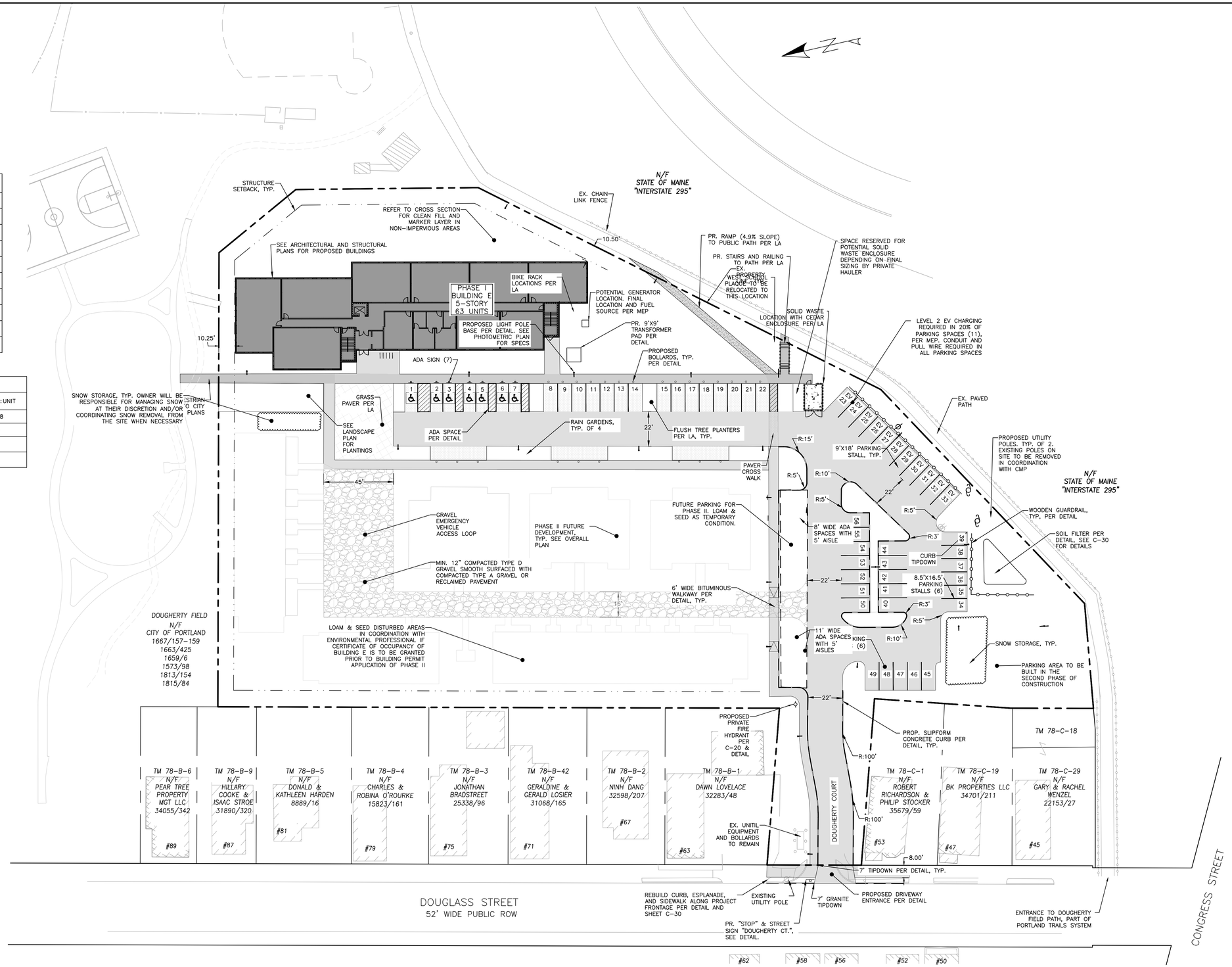
DRAWING NO.
C-10

GENERAL NOTES:

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

SPACE AND BULK STANDARDS		
R5A ZONE	REQUIRED	PROVIDED
MINIMUM LOT SIZE	2.00 AC	3.34 AC
MINIMUM STREET FRONTAGE	50'	60'
FRONT YARD SETBACK	10'	215'
SIDE YARD SETBACK	10'	10.25'
REAR YARD SETBACK	10'	10.5'
MAXIMUM BUILDING HEIGHT	55'	53'
MAX. # OF DWELLING UNITS ON PROPERTY	182	63
COMMON RECREATION OPEN SPACE	200 SF / D.U.	256 SF / D.U.
** R5A PRUD STANDARDS		

PARKING TABLE				
AREA	PARKING SPACES	UNIT COUNT	EV CHARGING (20%)	SPACES: UNIT
5-STORY	56	63	12	0.88
COMPACT (#34-39)	6	–	–	–
* ALL SPACES 9'X18' UNLESS OTHERWISE NOTED				
** OFF-STREET PARKING REQUIREMENTS WAIVED PER SEC. 14-332.2.b				



ISSUED FOR	BY DATE
SITE PLAN/XXAPP	SJL 1/XX/XXXX
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: INTERIM PHASE I SITE PLAN

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC 10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL RELIEVE ACORN ENGINEERING, INC. OF ALL RESPONSIBILITY AND SHALL MAKE ANY USE WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND, MAINE 04101
(207) 775-2635

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JN: 1154
SCALE: AS NOTED
DESIGNED BY: SJL
DRAWN BY: AWG
CHECKED BY: SJL/WHS

STATE OF MAINE SAMUEL J. LEBEL 16505 LICENSED PROFESSIONAL ENGINEER 3/13

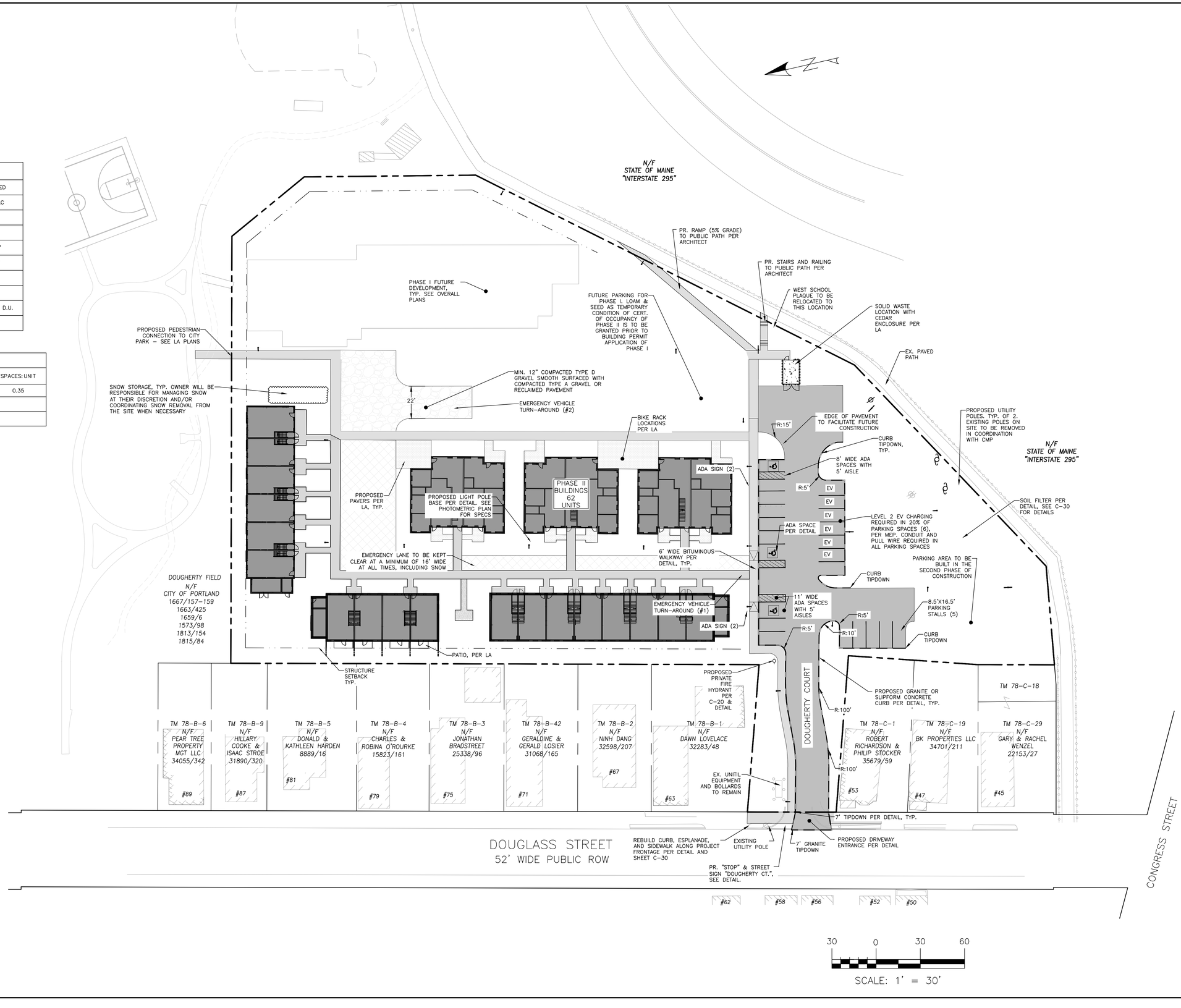
DRAWING NO.
C-11

GENERAL NOTES:

1. ALL VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

SPACE AND BULK STANDARDS		
R5A ZONE	REQUIRED	PROVIDED
MINIMUM LOT SIZE	2.00 AC	3.34 AC
MINIMUM STREET FRONTAGE	50'	60'
FRONT YARD SETBACK	10'	15'
SIDE YARD SETBACK	10'	10.25'
REAR YARD SETBACK	10'	10.5'
MAXIMUM BUILDING HEIGHT	55'	35'
MAX. # OF DWELLING UNITS ON PROPERTY	182	62
COMMON RECREATION OPEN SPACE	200 SF / D.U.	360 SF / D.U.
** R5A PRUD STANDARDS		

PARKING TABLE				
AREA	PARKING SPACES	UNIT COUNT	EV CHARGING (20%)	SPACES: UNIT
COOPERATIVE BUILDINGS	22	62	5	0.35
* ALL SPACES 9'X18' UNLESS OTHERWISE NOTED				
** OFF-STREET PARKING REQUIREMENTS WAIVED PER SEC. 14-332.2.b				



ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **OVERALL SITE PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2625

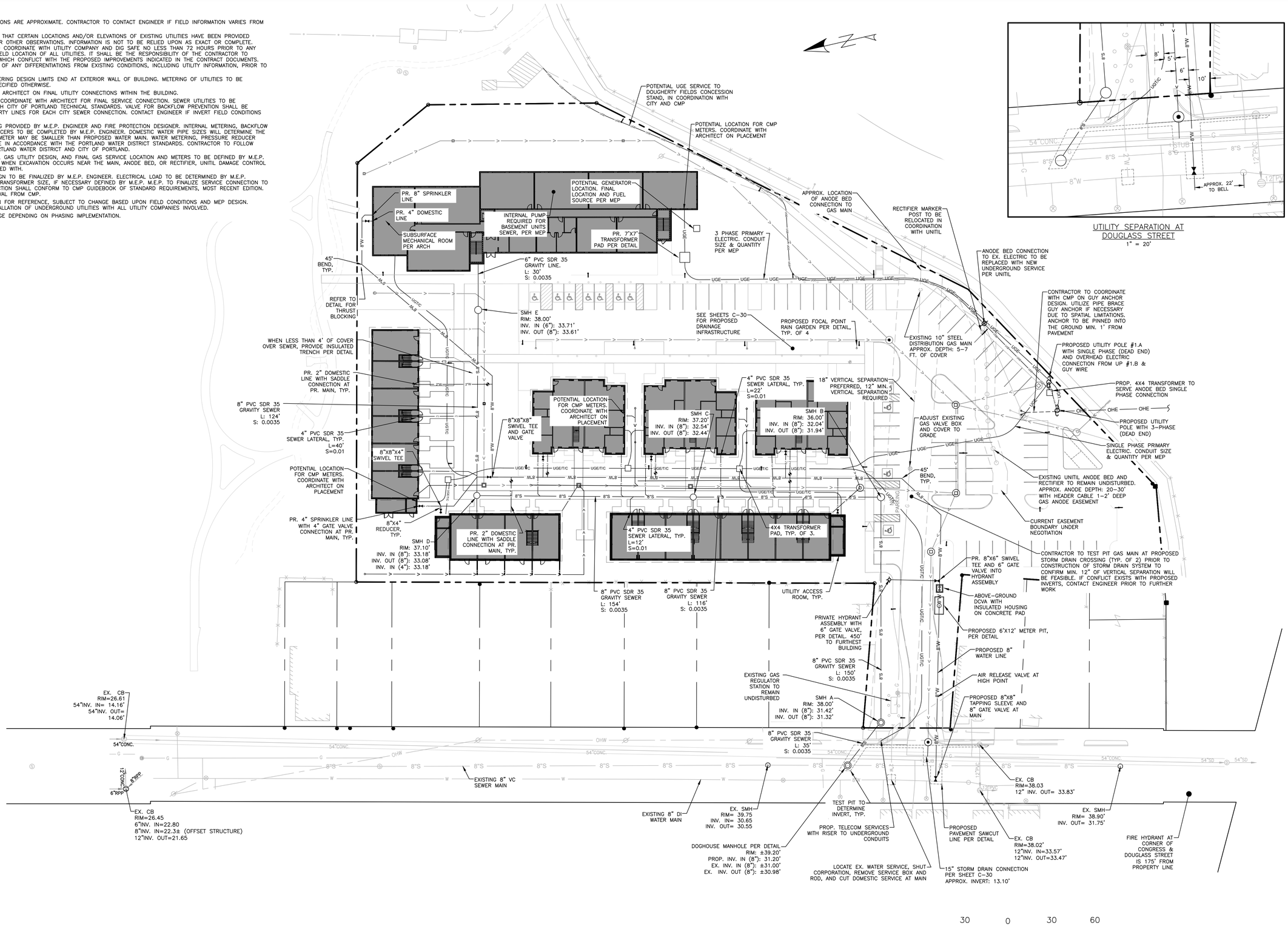
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CHECKED BY:	SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
4/27/22

DRAWING NO.
C-12

GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
6. WATER UTILITIES: FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN PROPOSED WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE PORTLAND WATER DISTRICT AND CITY OF PORTLAND.
7. GAS UTILITIES: PROJECT GAS LOAD, GAS UTILITY DESIGN, AND FINAL GAS SERVICE LOCATION AND METERS TO BE DEFINED BY M.E.P. AND IN ACCORDANCE WITH UNITIL. WHEN EXCAVATION OCCURS NEAR THE MAIN, ANODE BED, OR RECTIFIER, UNITIL DAMAGE CONTROL DEPARTMENT SHALL BE COORDINATED WITH.
8. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION AND TRANSFORMER SIZE, IF NECESSARY DEFINED BY M.E.P. M.E.P. TO FINALIZE SERVICE CONNECTION TO BUILDING. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
9. SECONDARY CONDUIT RUNS SHOWN FOR REFERENCE, SUBJECT TO CHANGE BASED UPON FIELD CONDITIONS AND MEP DESIGN. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.
10. UTILITY LAYOUT SUBJECT TO CHANGE DEPENDING ON PHASING IMPLEMENTATION.



UTILITY SEPARATION AT DOUGLASS STREET
1" = 20'

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **OVERALL UTILITY PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, IF AUTHORIZED MUST BE SIGNED AND STAMPED BY A LICENSED ENGINEER AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2635

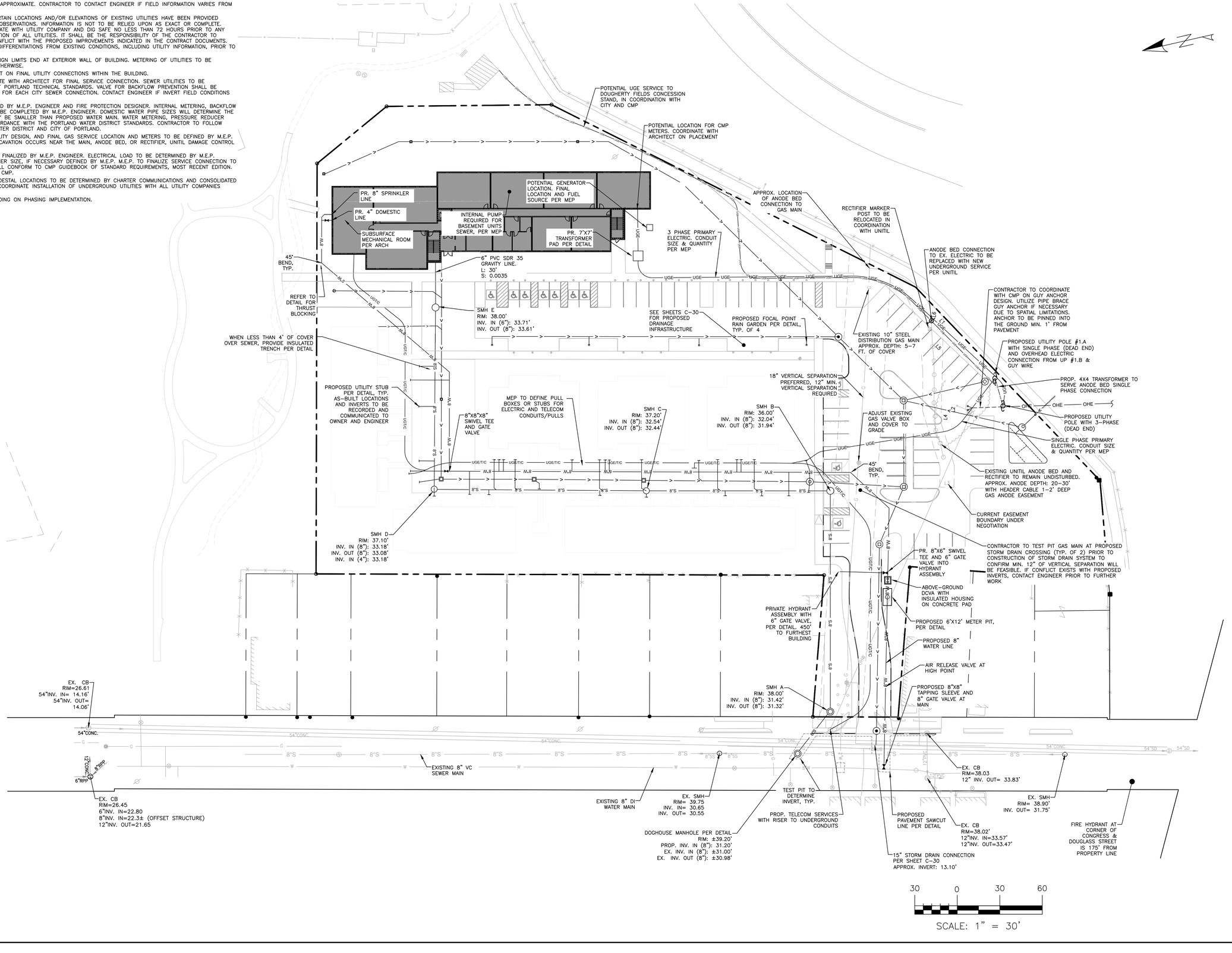
FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE SAMUEL J. LEBEL 16505 LICENSED PROFESSIONAL ENGINEER 4/27/22

DRAWING NO.
C-20

GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
6. WATER UTILITIES: FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN PROPOSED WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE PORTLAND WATER DISTRICT AND CITY OF PORTLAND.
7. GAS UTILITIES: PROJECT GAS LOAD, GAS UTILITY DESIGN, AND FINAL GAS SERVICE LOCATION AND METERS TO BE DEFINED BY M.E.P. AND IN ACCORDANCE WITH UNITIL. WHEN EXCAVATION OCCURS NEAR THE MAIN, ANODE BED, OR RECTIFIER, UNITIL DAMAGE CONTROL DEPARTMENT SHALL BE COORDINATED WITH.
8. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION AND TRANSFORMER SIZE, IF NECESSARY DEFINED BY M.E.P. M.E.P. TO FINALIZE SERVICE CONNECTION TO BUILDING. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
9. CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY CHARTER COMMUNICATIONS AND CONSOLIDATED PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.
10. UTILITY LAYOUT SUBJECT TO CHANGE DEPENDING ON PHASING IMPLEMENTATION.



ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: PHASE I UTILITY PLAN

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775-2655

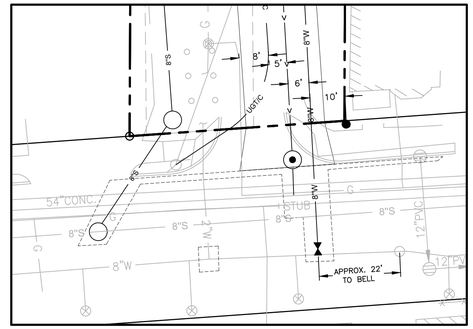
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CHECKED BY:	SJL/WHS

SAMUEL J. LEBEL 16505 LICENSED PROFESSIONAL ENGINEER STATE OF MAINE 3/15

DRAWING NO.
C-21

GENERAL NOTES:

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION. SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
6. WATER UTILITIES: FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN PROPOSED WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE PORTLAND WATER DISTRICT AND CITY OF PORTLAND.
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9. SECONDARY CONDUIT RUNS SHOWN FOR REFERENCE, SUBJECT TO CHANGE BASED UPON FIELD CONDITIONS AND MEP DESIGN. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.
10. UTILITY LAYOUT SUBJECT TO CHANGE DEPENDING ON PHASING IMPLEMENTATION.


8"S
8"W
8"S
8"W
8"S
8"W

GENERAL NOTES:

1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
2. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET TO PROPOSED CONNECTIONS.
4. CATCH BASIN INLET PROTECTION TO BE INSTALLED WITHIN ANY STRUCTURES DOWNGRADIENT OF ACTIVE CONSTRUCTION.
5. SEDIMENTATION BARRIERS ARE TO BE INSTALLED DOWNGRADIENT OF ALL ACTIVE CONSTRUCTION WORK PER DETAIL. BARRIERS TO NOT EXTEND PAST PROPERTY LINES; BARRIERS SHOWN OFFSET FROM PROPERTY LINES ON PLANS FOR VISUAL PURPOSES ONLY.

STRUCTURE TABLE			
NAME	RIM	INV. IN / PIPE (SIZE)	INV. OUT / PIPE (SIZE)
CB–1	36.50'	25.55' (15")	25.45' (15")
CB–2	35.15'	25.90' (12") 27.65' (12")	25.80' (15")
CB–3	35.15'	26.70' (12") 26.30' (12") 29.70' (12")	26.20' (12")
CB–4	33.69'		30.00' (12")
CB–5	32.35'	27.40' (12") 27.20' (4")	27.10' (12")
CB–6	36.00'	28.30' (12")	28.30' (12")
DB–1	35.70'	31.00' (10")	30.90' (10")
DB–2	35.90'	31.50' (10")	31.40' (10")
DB–3	36.10'	32.00' (10")	31.90' (10")
DB–4	36.04'		32.35' (10")
DMH–1	38.70'	24.80' (15")	20.00' (15")
DMH–2	31.85'	27.60' (8")	27.40' (10")
DMH–3	36.75'	30.50' (10") 26.58' (10")	26.58' (12")
FB–1	37.00'	29.35' (10")	29.25' (12")
FB–2	37.00'	30.35' (10")	30.25' (10")
FB–3	37.10'	31.35' (10") 31.35' (4")	31.25' (10")
FB–4	37.00'	32.00' (8")	31.90' (10")

FB = 2'X2' CONCRETE "F" BASIN

DB = 12" DIAMETER INLINE PVC DRAIN BASIN

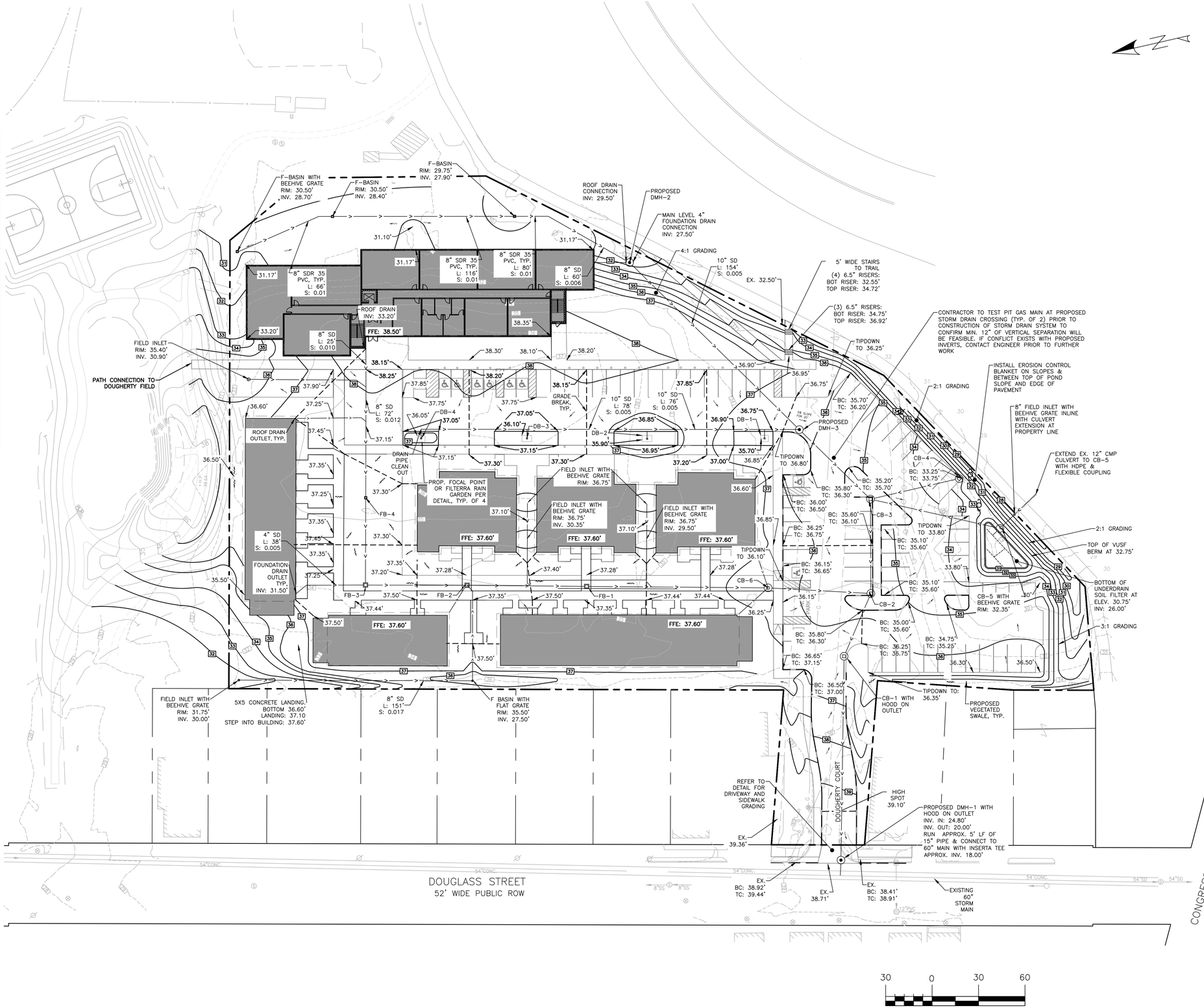
AVERAGE GRADES AND BUILDING HEIGHT – E 5–STORY	
NORTH CORNER ELEVATION	31.17'
EAST CORNER ELEVATION	31.17'
SOUTH CORNER ELEVATION	38.35'
WEST CORNER ELEVATION	33.20'
AVERAGE GRADE PLANE	33.48'
ELEVATION AT ROOF	86.50'
BUILDING HEIGHT	53.02'

AVERAGE GRADES AND BUILDING HEIGHT – A 1–3	
NORTH CORNER ELEVATION	37.60'
EAST CORNER ELEVATION	37.60'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.60'
AVERAGE GRADE PLANE	37.60
ELEVATION AT ROOF	70.93'
BUILDING HEIGHT	33.33'

AVERAGE GRADES AND BUILDING HEIGHT – B 1–2	
NORTH CORNER ELEVATION	37.60'
EAST CORNER ELEVATION	37.60'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.60'
AVERAGE GRADE PLANE	37.60
ELEVATION AT ROOF	62.60'
BUILDING HEIGHT	25.00'

AVERAGE GRADES AND BUILDING HEIGHT – C–1	
NORTH CORNER ELEVATION	36.10'
EAST CORNER ELEVATION	37.50'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.60'
AVERAGE GRADE PLANE	37.20
ELEVATION AT ROOF	62.60'
BUILDING HEIGHT	25.40'

AVERAGE GRADES AND BUILDING HEIGHT – D–1	
NORTH CORNER ELEVATION	35.50'
EAST CORNER ELEVATION	36.60'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.50'
AVERAGE GRADE PLANE	36.80'
ELEVATION AT ROOF	70.93"
BUILDING HEIGHT	34.13'



ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **OVERALL GRADING & DRAINAGE PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND MAINE 04101
(207) 775–2635

FILE: 1154_CIVIL
JN: 1154
SCALE: AS NOTED
DESIGNED BY: SJL
DRAWN BY: AWG
CHECKED BY: SJL/WHS

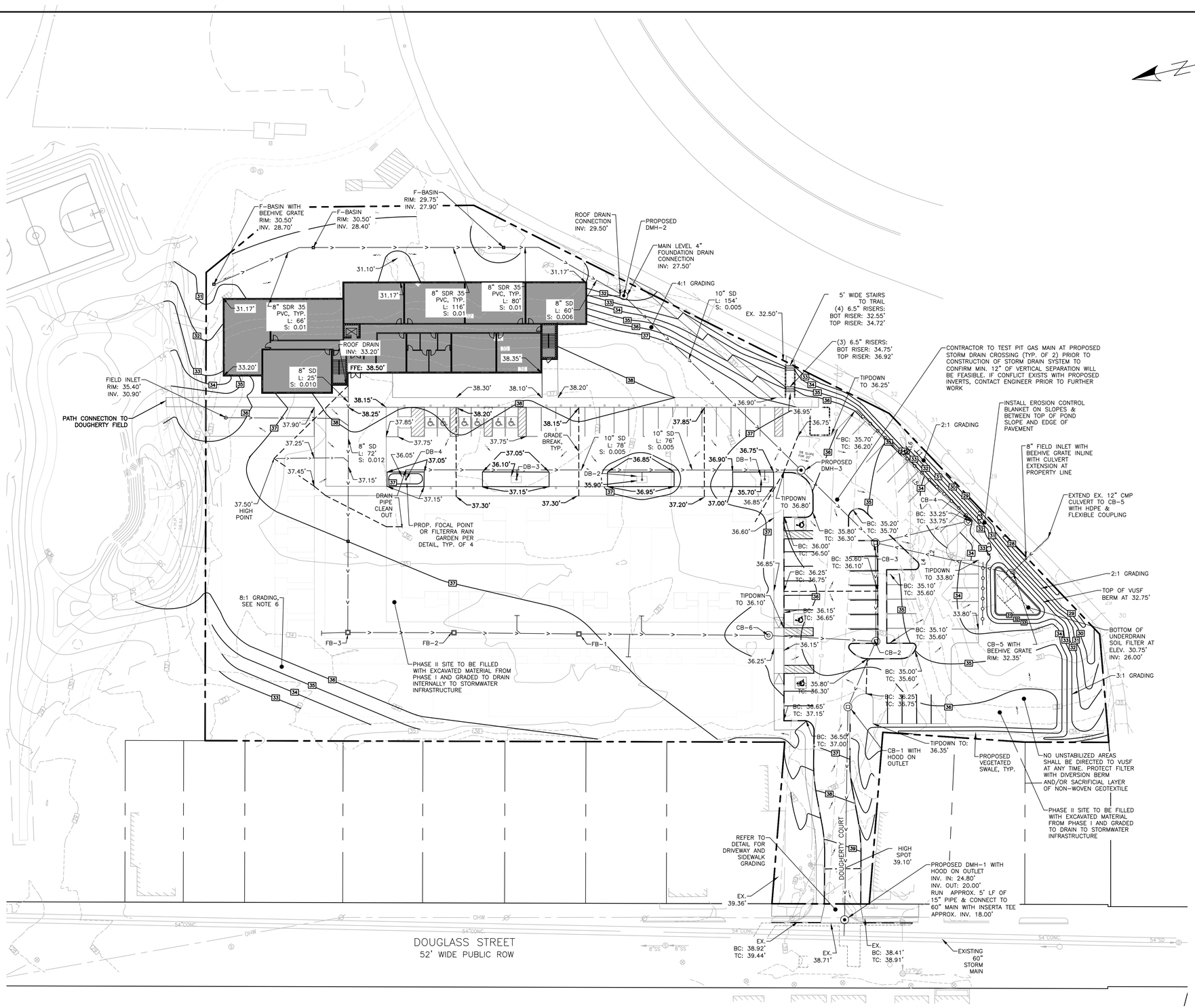
STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-30

GENERAL NOTES:

1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
2. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET TO PROPOSED CONNECTIONS.
4. CATCH BASIN INLET PROTECTION TO BE INSTALLED WITHIN ANY STRUCTURES DOWNGRADIENT OF ACTIVE CONSTRUCTION.
5. SEDIMENTATION BARRIERS ARE TO BE INSTALLED DOWNGRADIENT OF ALL ACTIVE CONSTRUCTION WORK PER DETAIL. BARRIERS TO NOT EXTEND PAST PROPERTY LINES; BARRIERS SHOWN OFFSET FROM PROPERTY LINES ON PLANS FOR VISUAL PURPOSES ONLY.
6. APPROXIMATE LOCATION OF CONTOURS, SLOPE TO TIE IN BASED ON FINAL CUT/FILL ANALYSIS. NO MATERIAL IS ANTICIPATED TO LEAVE THE SITE AND NO IMPORTS ARE ANTICIPATED BESIDES LOAM AND AGGREGATES.

AVERAGE GRADES AND BUILDING HEIGHT – E 5–STORY	
NORTH CORNER ELEVATION	31.17'
EAST CORNER ELEVATION	31.17'
SOUTH CORNER ELEVATION	38.35'
WEST CORNER ELEVATION	33.20'
AVERAGE GRADE PLANE	33.48'
ELEVATION AT ROOF	86.50'
BUILDING HEIGHT	53.02'



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SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **INTERIM PHASE 1 GRADING & DRAINAGE PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

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ACORN ENGINEERING, INC.
PO BOX 3372, PORTLAND, MAINE 04101
(207) 775–2635

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STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
3/15

DRAWING NO.

C-31

GENERAL NOTES:

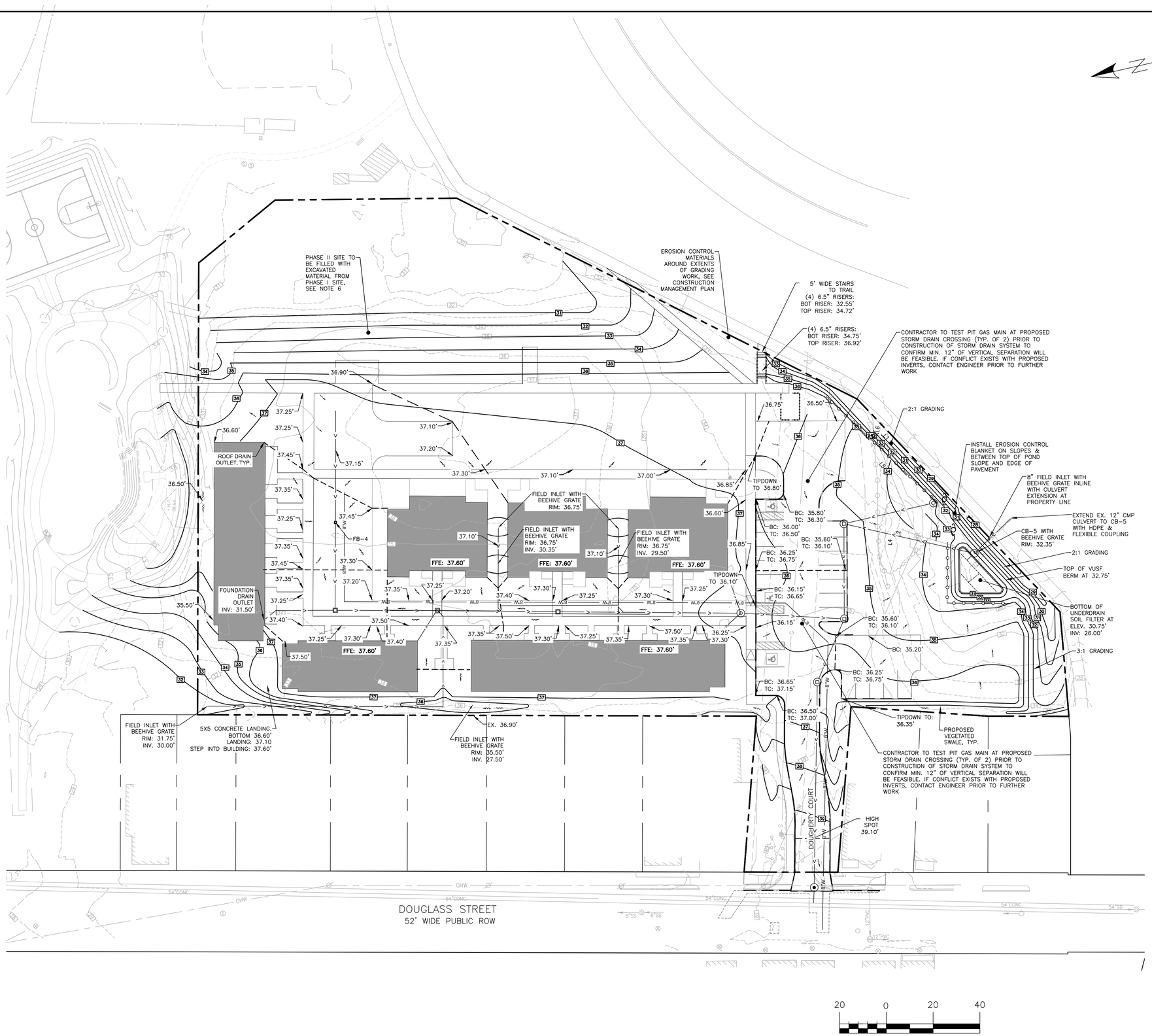
1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
2. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET TO PROPOSED CONNECTIONS.
4. CATCH BASIN INLET PROTECTION TO BE INSTALLED WITHIN ANY STRUCTURES DOWNGRADIENT OF ACTIVE CONSTRUCTION.
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6. APPROXIMATE LOCATION OF CONTOURS, SLOPE TO TIE IN BASED ON FINAL CUT/FILL ANALYSIS. NO MATERIAL IS ANTICIPATED TO LEAVE THE SITE AND NO IMPORTS ARE ANTICIPATED BESIDES LOAM AND AGGREGATES.

AVERAGE GRADES AND BUILDING HEIGHT – A 1–3	
NORTH CORNER ELEVATION	37.60'
EAST CORNER ELEVATION	37.60'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.60'
AVERAGE GRADE PLANE	37.60
ELEVATION AT ROOF	70.93'
BUILDING HEIGHT	33.33'

AVERAGE GRADES AND BUILDING HEIGHT – B 1–2	
NORTH CORNER ELEVATION	37.60'
EAST CORNER ELEVATION	37.60'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.60'
AVERAGE GRADE PLANE	37.60
ELEVATION AT ROOF	62.60'
BUILDING HEIGHT	25.00'

AVERAGE GRADES AND BUILDING HEIGHT – C–1	
NORTH CORNER ELEVATION	36.10'
EAST CORNER ELEVATION	37.50'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.60'
AVERAGE GRADE PLANE	37.20
ELEVATION AT ROOF	62.60'
BUILDING HEIGHT	25.40'

AVERAGE GRADES AND BUILDING HEIGHT – D–1	
NORTH CORNER ELEVATION	35.50'
EAST CORNER ELEVATION	36.60'
SOUTH CORNER ELEVATION	37.60'
WEST CORNER ELEVATION	37.50'
AVERAGE GRADE PLANE	36.80'
ELEVATION AT ROOF	70.93"
BUILDING HEIGHT	34.13'



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COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: **INTERIM PHASE 1 GRADING & DRAINAGE PLAN**

PROJECT NAME/ ADDRESS: **DOUGHERTY COMMONS**

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

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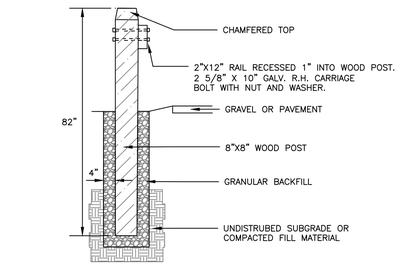
ACORN ENGINEERING, INC.
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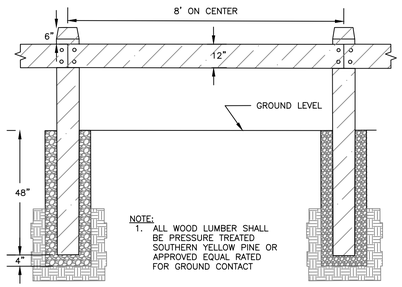
STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
3/15

DRAWING NO.

C-32



SIDE ELEVATION

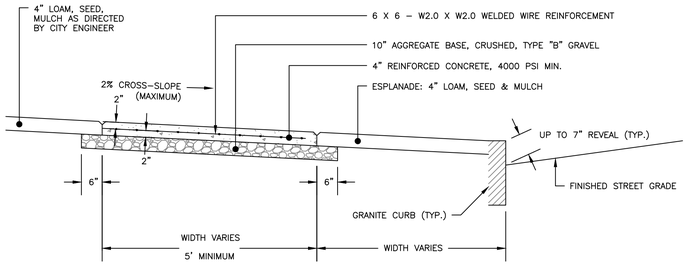


FRONT ELEVATION

WOODEN GUARDRAIL DETAIL

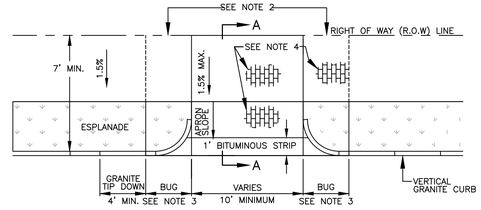
NOT TO SCALE

NOTE:
CONCRETE SIDEWALKS TO BE TREATED WITH CONSOLIDECK SALTGUARD WB OR APPROVED EQUAL. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION.



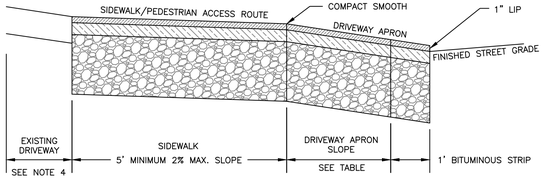
REINFORCED CONCRETE SIDEWALK

NOT TO SCALE



NOTES:

1. MATCH EXISTING GRADE AT R.O.W LINE. WHERE REQUIRED TO MEET A.D.A. AND DRIVEWAY APRON SLOPE REQUIREMENTS, A CONSTRUCTION EASEMENT MAY BE REQUIRED.
2. IF MATCHING THE EXISTING GRADE AT ROW CAUSES APRON SLOPE TO EXCEED RECOMMENDED %, SIDEWALK TRANSITION AREAS MAY BE ADDED, BUT SHALL NOT EXCEED 8.33%.
3. TWO–FOOT RADIUS CORNER GRANITE PIECES ("BUGS") ARE REQUIRED AT LOW–VOLUME DRIVEWAYS UNLESS OTHERWISE DIRECTED BY DPW. AT OTHER DRIVEWAYS, STANDARD FLARE/TIPDOWN TREATMENTS SHALL BE USED.
4. ALL MATERIALS TO COMPLY WITH CITY'S SIDEWALK & DRIVEWAY MATERIAL POLICY. BRICK IN DRIVEWAY APRONS, WHERE APPLICABLE, SHALL BE ORIENTED IN THE SAME WAY AS THE ADJACENT BRICK SIDEWALK.



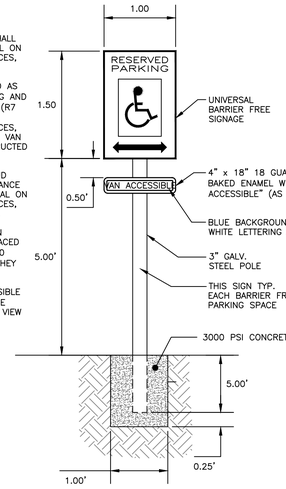
SECTION A–A

PORTLAND RESIDENTIAL DRIVEWAY APRON

NOT TO SCALE

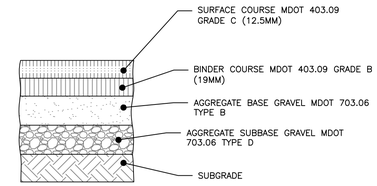
NOTES:

1. ALL ASPECTS OF RESERVED PARKING SIGN CONSTRUCTION SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION
2. SIGN SHALL BE CONSTRUCTED AS SIGN R7–8 UNDER THE "PARKING AND STANDING SIGNS AND PLAQUES" (R7 SERIES) WITHIN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION. VAN ACCESSIBILITY SHALL BE CONSTRUCTED AS SIGN R7–8a OR R7–8b.
3. SIGN POST CONSTRUCTION AND MOUNTING SHALL BE IN ACCORDANCE WITH CHAPTER 2A OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.
4. SIGN SHALL BE INSTALLED ON BUILDING. SIGNS SHOULD BE PLACED AT SUCH A HEIGHT (AT LEAST 60 INCHES ABOVE SURFACE) THAT THEY DO NOT GET OBSCURED BY ANY PARKED VEHICLES OR OTHER OBSTRUCTIONS AND MUST BE VISIBLE FROM THE DRIVER'S SEAT OF THE VEHICLE AND LOCATED RIGHT IN VIEW OF PARKING.



BARRIER FREE PARKING SIGN

NOT TO SCALE



NOTES:

1. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D–1557
2. SURFACE AND AGGREGATE MATERIALS SHALL MEET THE CITY OF PORTLAND STANDARDS IN ADDITION TO MDOT STANDARDS.

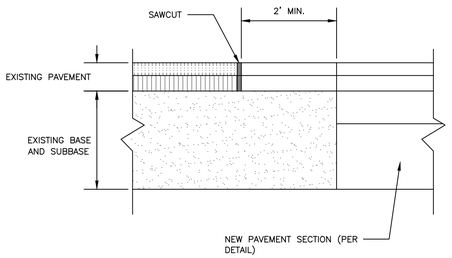
THICKNESS OF LAYERS	
STANDARD	LAYERS
2"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
3"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
6"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B
18"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

CITY OF PORTLAND ARTERIAL BITUMINOUS PAVEMENT PROFILE

NOT TO SCALE

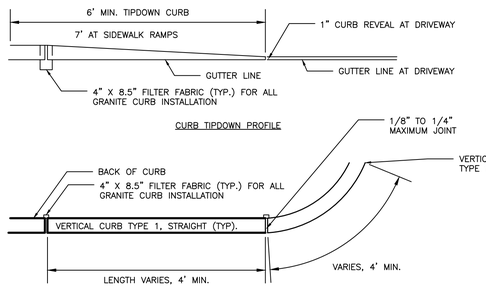
NOTES:

1. SAWCUT EXISTING PAVEMENT AND REMOVE 2' STRIP OF EXISTING PAVEMENT. APPLY BITUMINOUS TACK COAT PRIOR TO PLACEMENT OF NEW BITUMINOUS PAVEMENT.
2. THE NEW PAVEMENT SECTION SHALL MEET THE CITY OF PORTLAND ARTERIAL BITUMINOUS PAVEMENT SECTION DETAIL AT A MINIMUM OR THE THE EXISTING PAVEMENT AND AGGREGATE BASE AND SUBBASE DEPTH WHICHEVER IS GREATER.

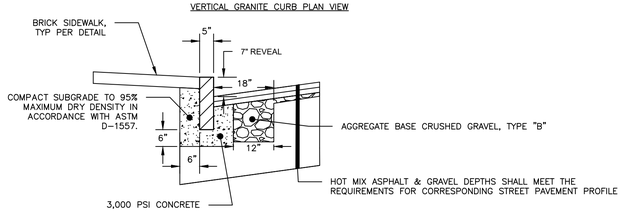


PAVEMENT SAWCUT DETAIL

NOT TO SCALE



VERTICAL GRANITE CURB PLAN VIEW



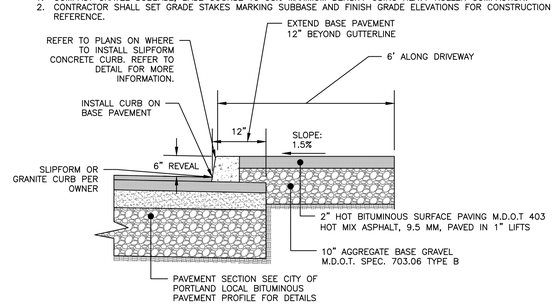
VERTICAL GRANITE CURB CROSS SECTION

VERTICAL GRANITE CURB AND TIPDOWN INSTALLATION

NOT TO SCALE

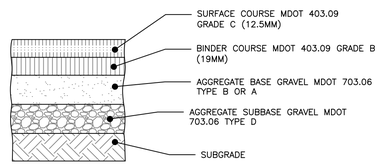
NOTES:

1. COMPACT GRAVEL SUBBASE, BASE COURSE TO 95% MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
2. CONTRACTOR SHALL SET GRADE STAKES MARKING SUBBASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.



INTERNAL BITUMINOUS SIDEWALK ALONG DRIVEWAY DETAIL

NOT TO SCALE



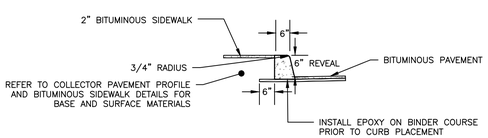
NOTE:
COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D–1557

THICKNESS OF LAYERS	
STANDARD	LAYERS
1–1/2"	SURFACE COURSE MDOT 703.09 (12.5mm)
2–1/4"	BINDER COURSE MDOT 703.09 (19mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE A
12"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

INTERNAL PARKING AND PRIVATE DRIVE PAVEMENT PROFILE

NOT TO SCALE

NOTE:
1. TIPDOWNS 7' IN LENGTH SHALL BE PROVIDED AS SEEN ON PLANS



SLIPFORM CONCRETE CURB DETAIL

NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: SITE DETAILS – 1

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

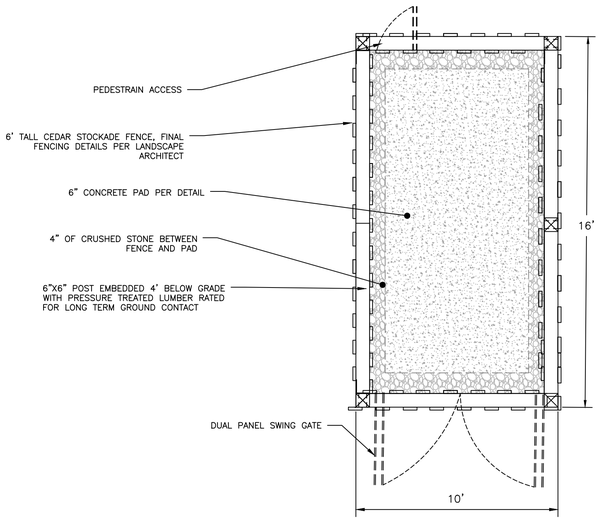
ACORN ENGINEERING, INC.
70 FORE RIVER PARKWAY, SUITE 100
PO BOX 3477, PORTLAND, MAINE 04101
(207) 775–2655

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OF ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THESE PLANS WITHOUT THE WRITTEN PERMISSION OF ACORN ENGINEERING, INC. OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
4/24/22

DRAWING NO.
C-40



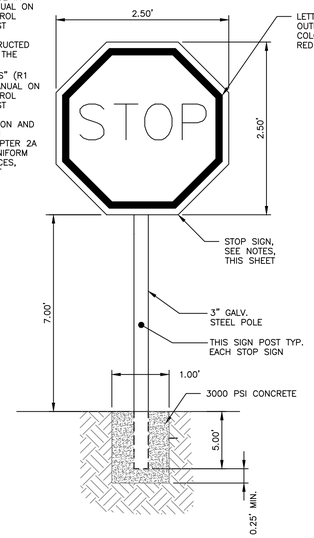
PLAN VIEW

NOTE: FINAL PAD AND DESIGN SUBJECT TO PRIVATE HAULING CONTRACTOR'S PROPOSED LAYOUT

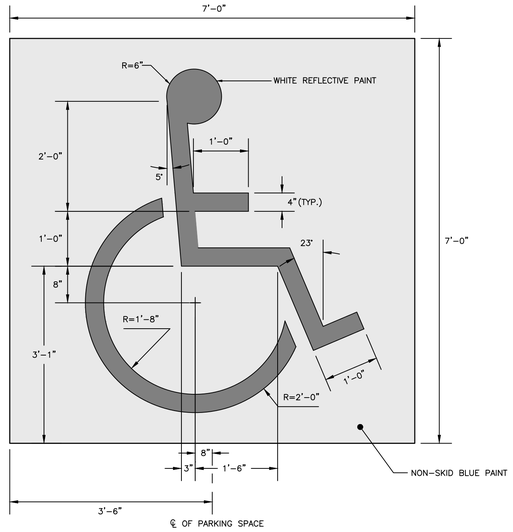
TRASH ENCLOSURE DETAIL
NOT TO SCALE

NOTES:

1. ALL ASPECTS OF STOP SIGN CONSTRUCTION SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.
2. SIGN SHALL BE CONSTRUCTED AS SIGN R1-1 UNDER THE "REGULATORY SIGNS, BARRICADES, AND GATES" (R1 SERIES) WITHIN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.
3. SIGN POST CONSTRUCTION AND MOUNTING SHALL BE IN ACCORDANCE WITH CHAPTER 2A OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.

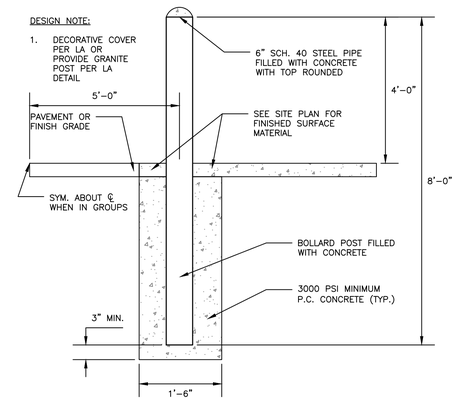


TRAFFIC SIGN DETAIL
NOT TO SCALE



℄ OF PARKING SPACE

INTERNATIONAL BARRIER FREE SYMBOL
NOT TO SCALE

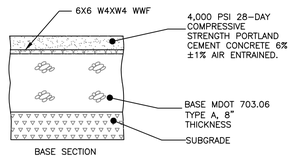


PIPE BOLLARD
NOT TO SCALE

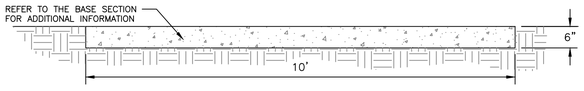
PARKING SPACE DIMENSIONS
NOT TO SCALE

NOTES:

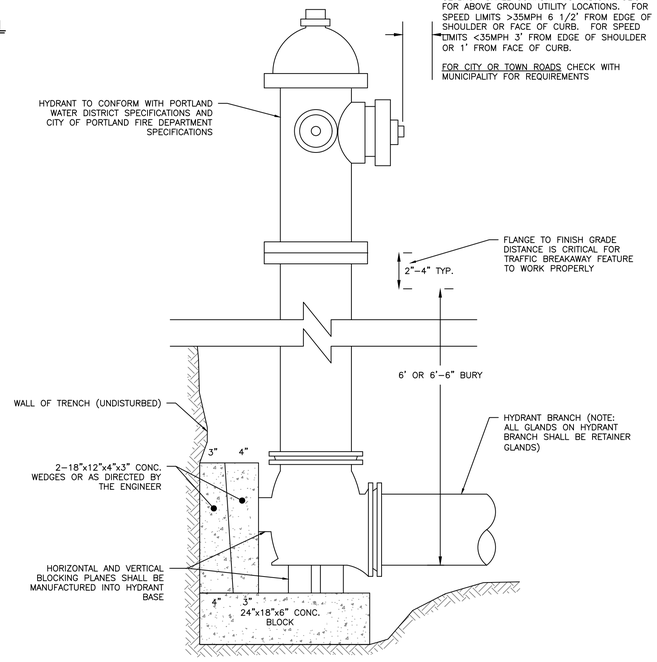
1. THE CONCRETE PAD SHALL BE 10'X3.25'X6" IN SIZE.
2. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
3. FINISH WITH A STIFF, COARSE, FIBER BROOM.



BASE SECTION



CONCRETE PAD DETAIL
NOT TO SCALE



TYPICAL HYDRANT INSTALLATION DETAIL
NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: SITE DETAILS - 2

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

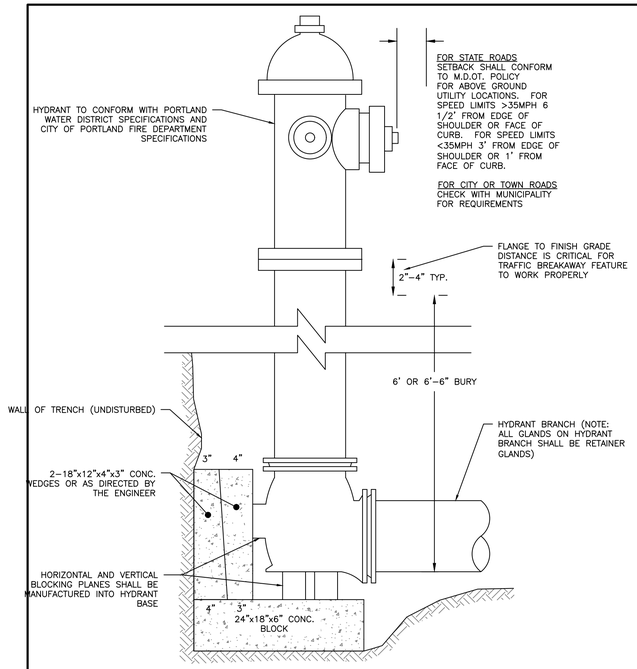
ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC.
70 JOHN ROAD, SUITE 1
PO BOX 3427 FALMOUTH, MAINE 04101
(207) 775-2655

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FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

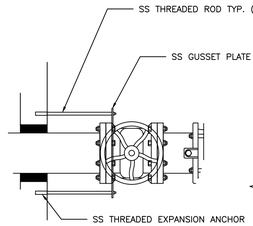
STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-41

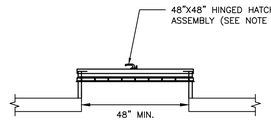


TYPICAL HYDRANT INSTALLATION DETAIL

NOT TO SCALE



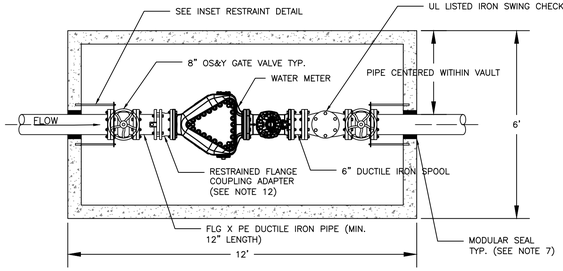
RESTRAINT DETAIL



ALTERNATE OPENING

(NON-PAVED SURFACES ONLY)

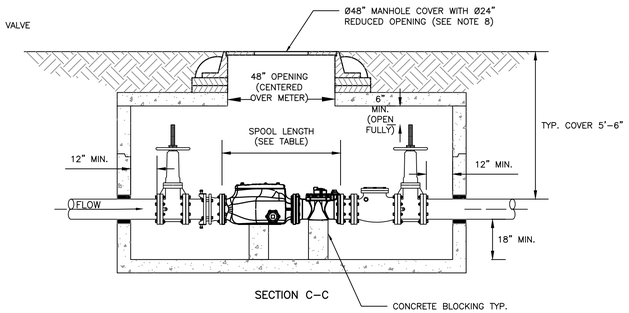
MINIMUM VAULT SIZING (SEE NOTE 3)					MANHOLE SIZING	SPOOL LENGTH	
METER SIZE	COMPOUND (C2) METER		FIRELINE (F2) METER			C2 LAYING LENGTHS	F2 LAYING LENGTHS
	A	B	A	B			
0'-8"	10'-0"	6'-0"	12'-0"	6'-0"	4'-0"	2'-6 1/8"	4'-5"



SECTION E-E

METER VAULT

VAULT SHOWN WITH 8" F2 METER AND PIPING FOR ILLUSTRATIVE PURPOSES, ACTUAL SIZE AND CONFIGURATION PER SITE SPECIFIC REQUIREMENTS



SECTION C-C

8-IN FIRE LINE METER DETAIL

NOT TO SCALE

NOTES:

METER VAULT AND COVER

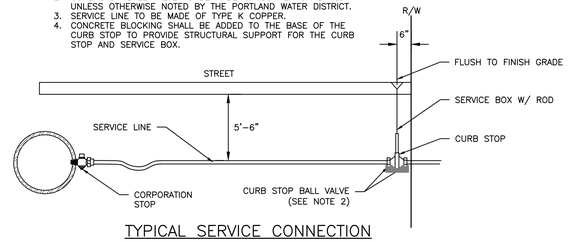
1. APPROVAL BY PWD IS REQUIRED FOR ALL PROPOSED METER VAULT INSTALLATIONS. PROPOSED CONFIGURATION SHALL BE SUBMITTED FOR PWD REVIEW PRIOR TO CONSTRUCTION.
2. METER VAULT SHALL BE LOCATED ON PRIVATE PROPERTY BETWEEN 10' AND 20' FROM THE PROPERTY LINE UNLESS OTHERWISE APPROVED BY PWD.
3. THE VAULT SHALL BE MADE OF PRECAST CONCRETE. VAULT SIZES IN TABLE REPRESENT MINIMUM INTERNAL DIMENSIONS AND ARE SUBJECT TO LOCAL AVAILABILITY. CONTRACTOR TO SUBMIT SHOP DRAWING TO PWD FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
4. DUCTILE IRON PIPE SHALL BE USED THROUGHOUT VAULT. ALL PIPE JOINTS BETWEEN THE SERVIVE VALVE AND THE METER VAULT SHALL HAVE RESTRAINED JOINT GASKETS.
5. TESTABLE BACKFLOW PREVENTION DEVICES MAY NOT BE INSTALLED WITHIN METER VAULTS.
6. VICTAULIC COUPLINGS ARE NOT APPROVED WITHIN METER VAULTS. DUCTILE IRON PIPE JOINTS WITHIN VAULT SHALL BE FLANGED.
7. ALL SEAMS BETWEEN CONCRETE SECTIONS SHALL BE SEALED WITH MASTIC JOINT. ALL OPENINGS IN THE CONCRETE FOR SERVICE PIPING SHALL BE SEALED WITH A MODULAR SEAL (LINK-SEAL OR SIMILAR). OPENINGS TO BE WATER TIGHT.
8. ENTRY COVER FOR PAVED SURFACES SHALL BE EAST JORDAN IRON WORKS MODEL V7048-2 OR EQUAL. THE COVER SHALL BE CAST IRON OR STEEL AND SHALL BE EITHER PERMANENTLY LABELED "WATER" OR HAVE NO LABEL. STEEL PLATE MATERIAL SHALL BE COATED WITH A RUST INHIBITOR PAINT.
9. FOR NON-PAVED SURFACES, A 48"X48" HINGED ASSEMBLY MAY BE USED. EAST JORDAN IRON WORKS MODEL 8198, 8218, OR APPROVED EQUAL.
10. WALL-MOUNTED LADDER RUNGS ARE NOT TO BE INSTALLED WITHIN METER VAULT
11. CUSTOMER SHALL ENSURE THE METER VAULT AND COVER ARE PROPERLY RATED FOR TRAFFIC FLOW, IF APPLICABLE.
12. RESTRAINED FLANGE COUPLING ADAPTER SHALL BE FORD MODEL RFAD UNLESS OTHERWISE APPROVED BY PWD.
13. PIPING IN AND OUT OF VAULT SHALL BE MECHANICALLY RESTRAINED TO INTERIOR VAULT WALL (TYP. OF 4 EACH WALL). SEE RESTRAINT DETAIL.
14. ONLY GATE VALVES SHALL BE USED. GATE VALVES SHALL BE OPEN RIGHT.
15. PIPE SUPPORTS SHOULD NOT BE WITHIN 6" OF FLANGES TO PREVENT INTERFERENCE WITH BOLT PATTERNS.

METER INSTALLATION

16. ONLY PWD PERSONNEL ARE AUTHORIZED TO INSTALL WATER METERS. PWD PERSONNEL ARE ADDITIONALLY AUTHORIZED TO OPERATE METER VALVES AS NEEDED FOR INSTALLATION AND MAINTENANCE.
17. PWD WILL SUPPLY THE WATER METER. ALL OTHER PIPE, EQUIPMENT, AND FITTINGS SHALL BE SUPPLIED AND INSTALLED BY CUSTOMER.
18. METER LAYING LENGTH SHOULD BE CONFIRMED WITH PWD PRIOR TO SETTING PIPE. PWD REQUIRES THAT A FLANGED METER SPOOL PIECE BE INSTALLED PRIOR TO METER SET TO ENSURE PROPER SPACING. THE METER SPOOL WILL BE PROVIDED BY PWD AND CAN BE PICKED UP AT PWD CUSTOMER SERVICE, 225 DOUGLASS STREET, PORTLAND DURING NORMAL BUSINESS HOURS. SEE TABLE FOR SPOOL LENGTH.

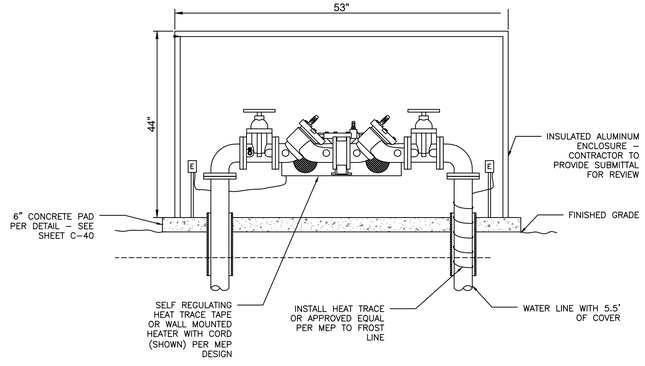
NOTES:

1. ALL MATERIALS AND INSTALLATION PROCEDURES MUST COMPLY WITH THE CITY OF PORTLAND WATER DISTRICT (PWD) SPECIFICATIONS.
2. CURB STOP BALL VALVE TO BE MADE OF COPPER OR BRASS UNLESS OTHERWISE NOTED BY THE PORTLAND WATER DISTRICT.
3. SERVICE LINE TO BE MADE OF TYPE K COPPER.
4. CONCRETE BLOCKING SHALL BE ADDED TO THE BASE OF THE CURB STOP TO PROVIDE STRUCTURAL SUPPORT FOR THE CURB STOP AND SERVICE BOX.



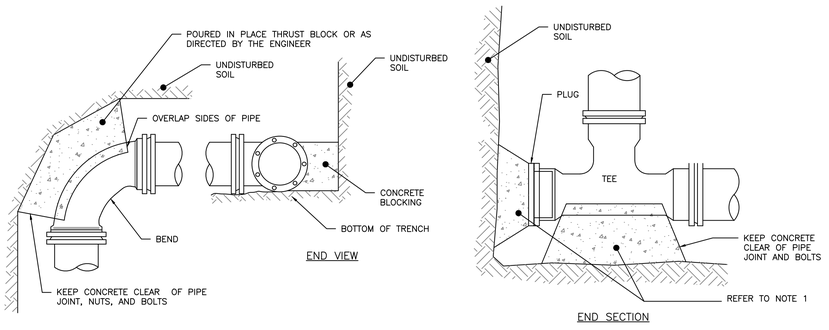
TYPICAL SERVICE CONNECTION

NOT TO SCALE



ABOVE GROUND INSULATED BACKFLOW PREVENTER

NOT TO SCALE



NOTES:

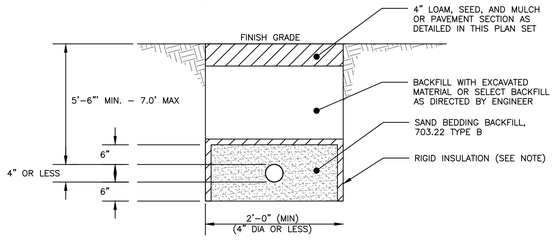
1. IF DEAD END WITH TEE, THRUST BLOCK WOULD BE REQUIRED OR AS DIRECTED BY THE ENGINEER
2. SEE THRUST/RETAINER GLAND SCHEDULE FOR TYPE OF BLOCKING TO BE USED ON BENDS

THRUST BLOCKING: REGULAR BEND

NOT TO SCALE

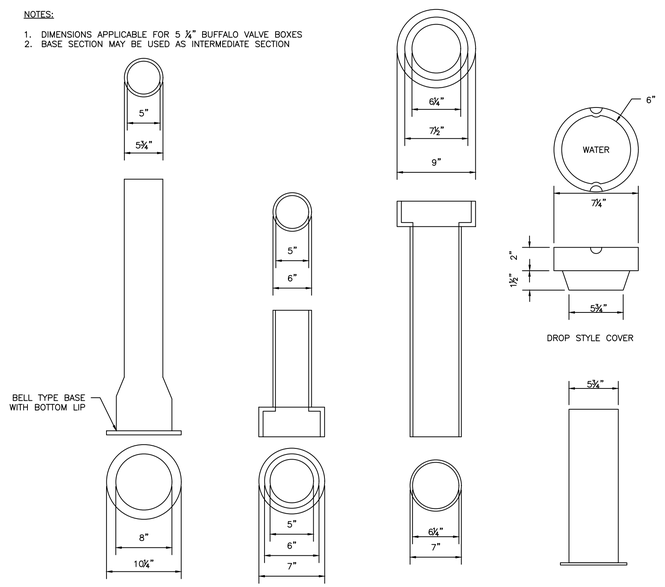
NOTES:

1. THE WATER TRENCH SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARD DETAILS & SPECIFICATIONS.
2. IF LESS THAN 5'-6" OF COVER IS POSSIBLE ADD TWO LAYERS OF 2-INCH "BLUE DOW" RIGID INSULATION.



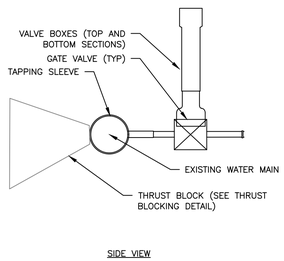
WATER SERVICE TRENCH SECTION DETAIL

NOT TO SCALE



VALVE BOX & COVER

NOT TO SCALE



SERVICE SADDLE: 1.5" AND 2" C.C. THREAD

NOT TO SCALE

TAPPING SLEEVE AND VALVE

NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: UTILITY DETAILS - 1

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC 10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

THESE PLANS SHALL NOT BE, MODIFIED, WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED USE OF, OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

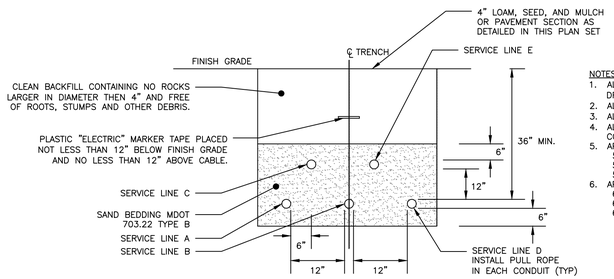
ACORN ENGINEERING, INC. 70 CENTRAL AVENUE, SUITE 210 SACO, MAINE 04101 PO BOX 3472 PORTLAND, ME 04104 (207) 775-2655

FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE SAMUEL J. LEBEL 16505 LICENSED PROFESSIONAL ENGINEER 11/14/22

DRAWING NO.

C-42



CONDUIT TYPE				
SERVICE	CONDUIT SIZE	GRASS AND PAVED AREAS	UTILITY	REMARKS
A	5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
B	5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
C	2–4"	SCHEDULE 40 PVC	COMMUNICATION	–
D	5"	SCHEDULE 40 PVC ELECTRICAL GRADE	SPARE	SEE NOTE 1
E	2–4"	SCHEDULE 40 PVC	CABLE	–

NOTES:

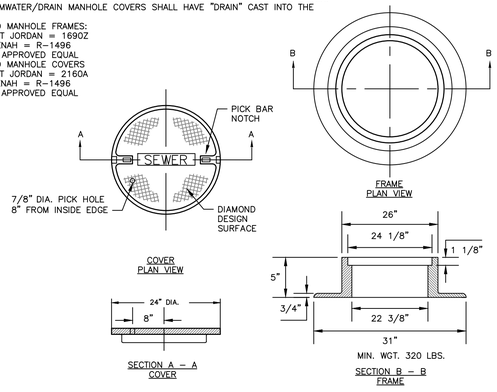
1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10" ABOVE GRADE AT POLE WITH STAND–OFF BRACKETS.
2. MINIMUM SEPARATION OF 24 INCHES BETWEEN PRIMARY CABLE/CONDUIT AND GAS LINES SHALL BE MAINTAINED.
3. CONDUITS WITHIN THE CITY RIGHT–OF–WAY SHALL BE ENCASED IN CONCRETE.
4. FINAL SIZE OF CONDUITS TO BE SPECIFIED BY MEP, ELECTRICIAN, OR DESIGN/BUILD ELECTRICAL CONTRACTOR.

UTILITY TRENCH – PRIMARY AND SECONDARY POWER, TELEPHONE, AND CABLE

NOT TO SCALE

NOTES:

1. ALL MANHOLE COVERS SHALL BE SOLID AND SHALL HAVE ONE 7/8" DIAMETER DRILLED PICK HOLE, LOCATED 8" FROM THE CENTER OF THE COVER
2. ALL SANITARY AND STORMWATER/DRAIN MANHOLE COVERS SHALL BE 24" x 5".
3. ALL SANITARY MANHOLE COVERS AND SHALL HAVE "SEWER" CAST INTO THE COVER.
4. ALL STORMWATER/DRAIN MANHOLE COVERS SHALL HAVE "DRAIN" CAST INTO THE COVER.
5. APPROVED MANHOLE FRAMES:
   5.1. EAST JORDAN = 1690Z
   5.2. NEENAH = R–1496
   5.3. OR APPROVED EQUAL
6. APPROVED MANHOLE COVERS
   6.1. EAST JORDAN = 2160A
   6.2. NEENAH = R–1496
   6.3. OR APPROVED EQUAL

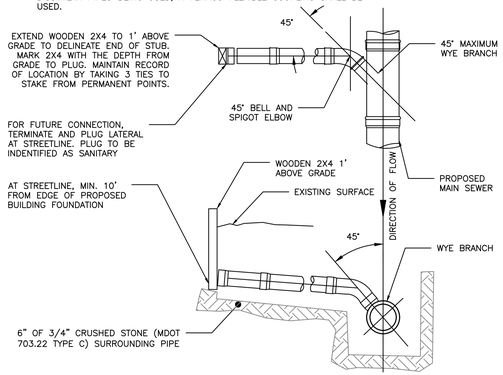


CAST IRON MANHOLE COVER AND FRAME

NOT TO SCALE

NOTES:

1. LOCATION WITH WARNING TAPE SHALL BE INSTALLED OVER CENTERLINE OF PIPE AT A MAXIMUM OF 24 INCHES BELOW FINISH GRADE.
2. SITE CONTRACTOR TO COORDINATE CONNECTION OF SEWER LATERAL TO STRUCTURE PLUMBING WITH ARCHITECTURAL CONTRACTOR.
3. CONNECTION OF PROPOSED SEWER LATERAL TO STRUCTURE PLUMBING SHOULD INCORPORATE USE OF SIMILAR PIPE MATERIALS. IN THE CASE OF DISSIMILAR PIPES BEING USED, A FERNCO FLEXIBLE COUPLING SHALL BE USED.

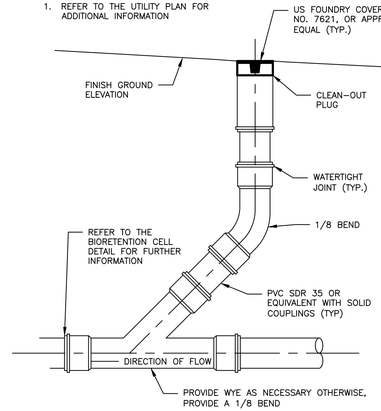


SEWER TEE/WYE CONNECTION DETAIL

NOT TO SCALE

NOTES:

1. REFER TO THE UTILITY PLAN FOR ADDITIONAL INFORMATION

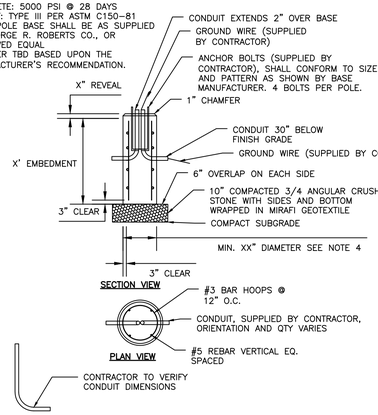


CLEANOUT DETAIL

NOT TO SCALE

NOTES:

1. CONCRETE: 5000 PSI @ 28 DAYS
2. CEMENT: TYPE III PER ASTM C150–81
3. LIGHT POLE BASE SHALL BE AS SUPPLIED BY GEORGE R. ROBERTS CO., OR APPROVED EQUAL
4. DIAMETER TBD BASED UPON THE MANUFACTURER'S RECOMMENDATION.



LIGHT POLE BASE

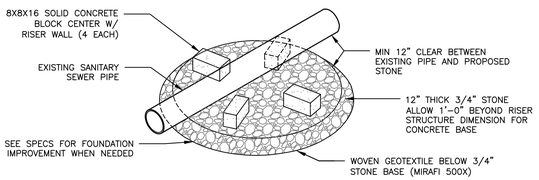
NOT TO SCALE

SCHEDULE		
HEIGHT OF POLE	MIN DIAMETER	MIN EMBEDMENT
<20'	1.5'	5'
20'–40'	2'	6'
>40'	3'	8'

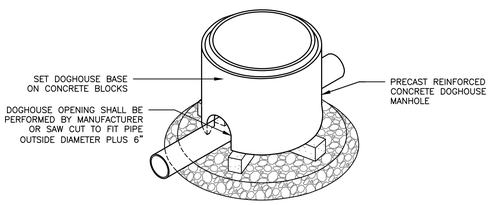
REVEALS	
APPLICATIONS	REVEAL
STREET/SIDEWALK	4"
OTHER PED HARDSCAPE	FLUSH
PEDESTRIAN LAWN/MULCH	4"
PARKING AREAS (OPEN TRAFFIC)	24–36"

NOTES:

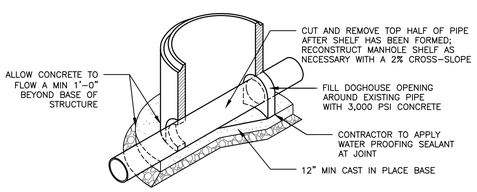
1. UNLESS OTHERWISE SPECIFIED, CONCRETE SHALL BE 4000 PSI @28 DAYS.
2. RECONSTRUCT INTERIOR MANHOLE INVERT AS NECESSARY TO ACCOMMODATE NEW PIPE.
3. THIS DETAIL IS INTENDED TO PROVIDE ADDITIONAL INFORMATION TO THE CONTRACTOR IN REGARDS TO THE CONNECTION OF THE DOGHOUSE MANHOLE BASE TO THE EXISTING SANITARY SEWER SYSTEM. MANHOLE INSTALLATION INFORMATION NOT EXPLICITLY REFERRED TO IN THIS DETAIL SHALL BE PER THE "STANDARD PRECAST SEWER MANHOLE" DETAIL



BASE ISOMETRIC VIEW



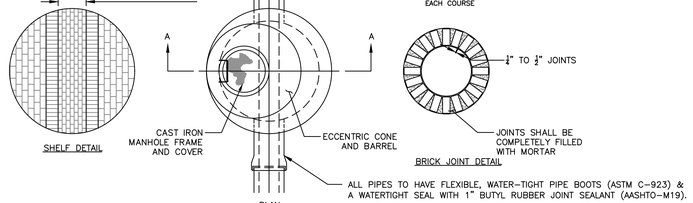
RISER ISOMETRIC VIEW

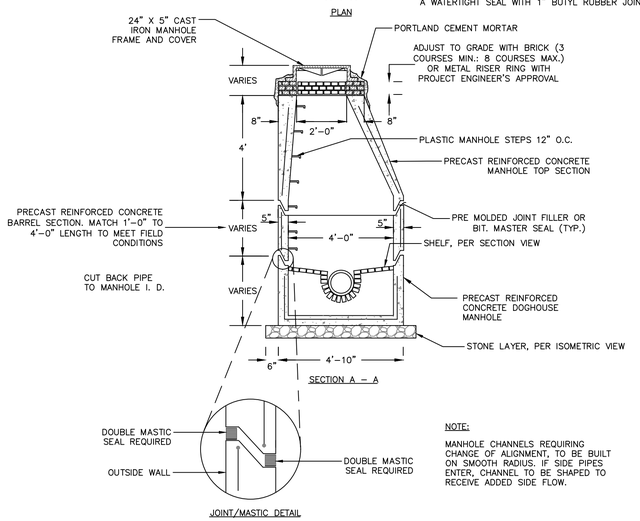


FOUNDATION SECTION VIEW

DOGHOUSE MANHOLE DETAIL

NOT TO SCALE





NOTE:

MANHOLE CHANNELS REQUIRING CHANGE OF ALIGNMENT, TO BE BUILT ON SMOOTH RADIUS. IF SIDE PIPES ENTER, CHANNEL TO BE SHAPED TO RECEIVE ADDED SIDE FLOW.

NOTES:

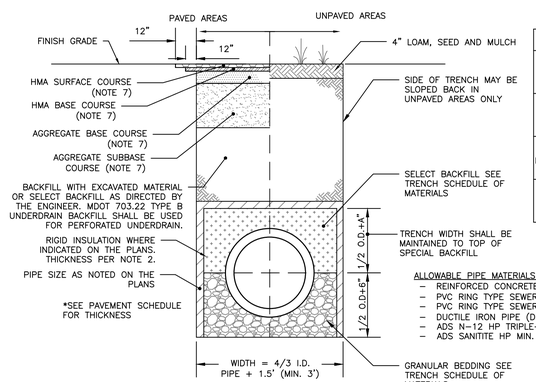
1. UNLESS OTHERWISE SPECIFIED, CONCRETE SHALL BE 4000 PSI @28 DAYS.
2. RECONSTRUCT INTERIOR MANHOLE INVERT AS NECESSARY TO ACCOMMODATE NEW PIPE.
3. THIS DETAIL IS INTENDED TO PROVIDE ADDITIONAL INFORMATION TO THE CONTRACTOR IN REGARDS TO THE CONNECTION OF THE DOGHOUSE MANHOLE BASE TO THE EXISTING SANITARY SEWER SYSTEM.
4. MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
5. PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C–478.
6. ALL MANHOLE RISERS SHALL BE ETHERIDGE 24" OR APPROVAL EQUAL.
7. ALL SANITARY MANHOLES SHALL HAVE A WATERPROOFING COATING APPLIED TO THE EXTERIOR SURFACE.
8. CASTINGS SHALL CONFORM TO ASTM DESIGNATION A48–CLASS 35.

PRECAST CONCRETE MANHOLE – CITY OF PORTLAND

NOT TO SCALE

NOTES:

1. BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION. COVER BETWEEN 3' AND 4' SHALL INCLUDE 2' RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM DEPTH.
3. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES AT THE TOP OF SUBGRADE.
4. MINIMUM COVER
   4.1. 2'–0" – STORM DRAIN
   4.2. 5'–0" – SEWER
5. NO TREES SHALL BE PLANTED WITHIN 5' OF A SEWER PIPE OR SERVICE
6. THIS DETAIL SHALL BE APPLIED ONLY TO DRAINAGE PIPE TRENCHES OUTSIDE OF THE CITY OF PORTLAND ROW.
7. THICKNESS AS NOTED BY SURFACE DETAILS
8. ALL PROPOSED TREES PLANTED WITHIN 10' OF A STORM OR SEWER PIPE SHALL BE PLANTED AT A DEPTH NO GREATER THAN 3' DEEP. PERMEABLE LANDSCAPE FABRIC SHALL CREATE A ROOT BARRIER AROUND THE PIPES. CONTRACTOR SHALL COORDINATE WITH THE LANDSCAPE DRAWINGS.



SCHEDULE OF MATERIALS		
TYPE OF PIPE	GRANULAR BEDDING	SELECT BACKFILL
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL
PVC/HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE B UD BACKFILL
CMP	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE

ALLOWABLE PIPE MATERIALS:
- REINFORCED CONCRETE PIPE (RCP) MIN. STRENGTH OF CLASS III
- PVC RING TYPE SEWER (SDR 35) OR EQUIVALENT, MIN PS–46 RATING
- PVC RING TYPE SEWER PIPE MEETING ASTM F 789
- DUCTILE IRON PIPE (DIP)
- ADS N–12 HP TRIPLE–WALL MIN PS–46 RATING
- ADS SANITITE HP MIN. PS–46

STORM DRAIN AND SEWER TYPICAL TRENCH SECTION WITHIN PROPERTY

NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY	DATE
SITE PLAN APP	SJL	1/11/22
COMMENT RESPONSE	SJL	4/27/22
COMMENT RESPONSE	SJL	5/13/22
SITE PLAN AMENDMENT	SJL	11/14/22

DRAWING NAME: UTILITY DETAILS – 2

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OR, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
70 MILK STREET, PORTLAND, MAINE 04101
PO BOX 3472
(207) 775–2655

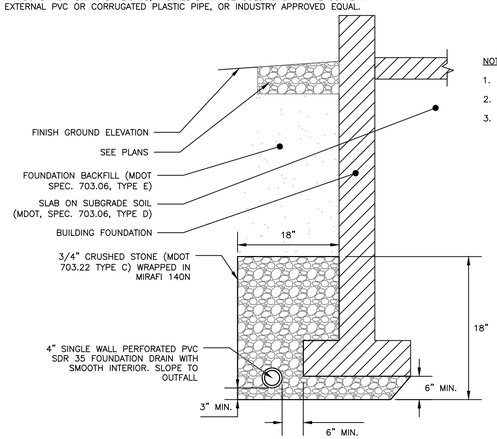
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DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-43

NOTES:

1. REFER TO THE BUILDING ARCHITECTS PLANS FOR THE BUILDING FOUNDATION, BACKFILL, ROOF DRAIN, SIDEWALK AND OTHER DETAILS.
2. PERFORATIONS IN UNDERDRAIN PIPE SHALL BE ORIENTED DOWN.
3. INSTALL STONE DRIP EDGE IN A LOCATIONS SUBJECT TO ROOF RUNOFF. WIDTH SHALL BE A MIN. 12" BEYOND THE PROJECTION OF THE ROOF EVE.
4. FOUNDATION WALL FOOTINGS SHALL BE CONSTRUCTED TO A MIN. DEPTH OF 4 FT BELOW ADJACENT FINISH GRADE. REFER TO STRUCTURAL ENGINEERS PLANS FOR ADDITIONAL INFORMATION AND MIN. REQUIREMENTS.
5. IF FOUNDATION DRAIN DAYLIGHTS, INSTALL DRAINAGE SOLUTIONS ANIMAL GUARD 4" EXTERNAL PVC OR CORRUGATED PLASTIC PIPE, OR INDUSTRY APPROVED EQUAL.

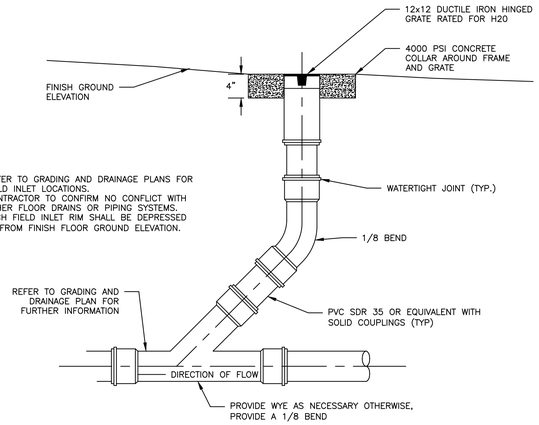


FOUNDATION DRAIN DETAIL

NOT TO SCALE

NOTES:

1. REFER TO GRADING AND DRAINAGE PLANS FOR FIELD INLET LOCATIONS.
2. CONTRACTOR TO CONFIRM NO CONFLICT WITH OTHER FLOOR DRAINS OR PIPING SYSTEMS.
3. EACH FIELD INLET RIM SHALL BE DEPRESSED 1" FROM FINISH FLOOR GROUND ELEVATION.



FIELD INLET IN THE TRAVEL WAY

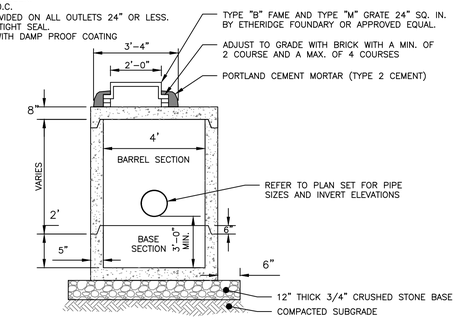
NOT TO SCALE

1. ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 lbs. PER SQ. INCH AT THE END OF 28 DAYS, UNLESS OTHERWISE NOTED.
2. MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
3. PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C-478.
4. ALL STORM AND SEWER MANHOLE COVERS SHALL BE SOLD AND SHALL HAVE ONE 7/8" DIAMETER DRILLED PICK HOLE LOCATED 8" FROM THE CENTER OF THE COVER.
5. ALL SANITARY MANHOLE COVERS SHALL HAVE "SEWER" CAST INTO THE COVER. ALL STORMWATER/DRAIN MANHOLE COVERS SHALL HAVE "DRAIN" CAST INTO THE COVER.
6. ALL MANHOLE RISERS SHALL BE ETHERIDGE 24" OR APPROVAL EQUAL.
7. SEWER BRICK SHALL CONFORM TO ASTM SPEC. DESIGNATE ON C-32-63, GRADE MA AND SA.
8. ALL SANITARY MANHOLES SHALL HAVE A WATERPROOFING COATING APPLIED TO THE EXTERIOR SURFACE.
9. CATCH BASIN FRAMES FOR TYPE A4 CATCH BASIN CURB INLETS SHALL BE ETHERIDGE DR5A OR APPROVED EQUAL.
10. CASTINGS SHALL CONFORM TO ASTM DESIGNATION A48-CLASS 35.
11. EXISTING MANHOLES, CATCH BASINS, FRAMES, AND COVERS SHALL BE SALVAGED BY THE CONTRACTOR, AND SHALL REMAIN THE PROPERTY OF THE CITY OF PORTLAND.
12. ALL CATCH BASIN OUTLETS SHALL BE INSTALLED WITH A CASCO TRAP PER DETAIL.

GENERAL NOTES FOR MANHOLES AND CATCH BASINS

NOTES:

1. ALL CONCRETE TO HAVE A MIN. OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. DESIGN LOAD FOR H-20 WHEEL LOAD.
3. CATCH BASIN TO CONFORM TO ASTM-C478 SPECIFICATIONS.
4. REINFORCE TO 0.12 IN SQ./LF.
5. JOINTS SEALED WITH BUTYL RUBBER.
6. POLYPROPYLENE STEPS 12" O.C.
7. CASCO TRAPS SHALL BE PROVIDED ON ALL OUTLETS 24" OR LESS.
8. ALL PIPES TO HAVE A WATERTIGHT SEAL.
9. STRUCTURE TO BE APPLIED WITH DAMP PROOF COATING

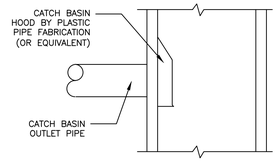


4'-0" PRECAST CATCH BASIN WITH FLATTOP

NOT TO SCALE

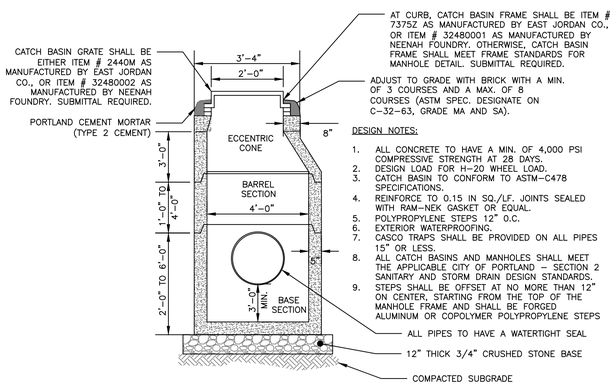
NOTES:

1. INSTALL CATCH BASIN HOODS IN ALL CATCH BASINS WITH A 12" OR 15" OUTLET PIPE.
2. PREFERRED STYLE DESIGNED TO ELIMINATE CEMENTING OF THE TRAP.
3. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION REQUIREMENTS



CATCH BASIN HOOD DETAIL

NOT TO SCALE



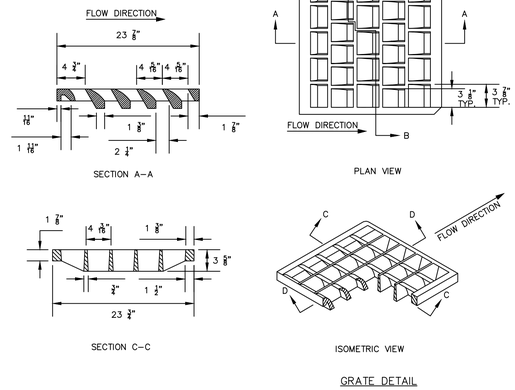
DESIGN NOTES:

1. ALL CONCRETE TO HAVE A MIN. OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. DESIGN LOAD FOR H-20 WHEEL LOAD.
3. CATCH BASIN TO CONFORM TO ASTM-C478 SPECIFICATIONS.
4. REINFORCE TO 0.15 IN SQ./LF. JOINTS SEALED WITH RAM-NEK GASKET OR EQUAL.
5. POLYPROPYLENE STEPS 12" O.C.
6. EXTERIOR WATERPROOFING.
7. CASCO TRAPS SHALL BE PROVIDED ON ALL PIPES 15" OR LESS.
8. ALL CATCH BASINS AND MANHOLES SHALL MEET THE APPLICABLE CITY OF PORTLAND - SECTION 2 SANITARY AND STORM DRAIN DESIGN STANDARDS.
9. STEPS SHALL BE OFFSET AT NO MORE THAN 12" ON CENTER, STARTING FROM THE TOP OF THE MANHOLE FRAME AND SHALL BE FORGED ALUMINUM OR COPOLYMER POLYPROPYLENE STEPS

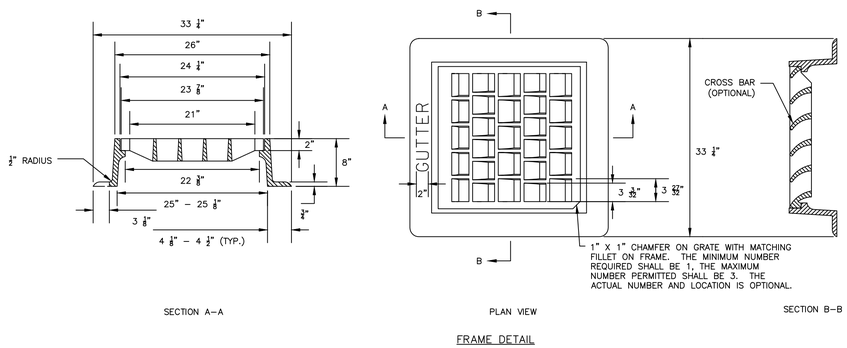
4'-0" DIAMETER PRECAST CATCH BASIN/MANHOLE

NOT TO SCALE

NOTES:
1. TYPE "A" FRAMES ARE TO HAVE 3 FLANGES.
2. TYPE "B" FRAMES ARE TO HAVE 4 FLANGES.
3. THE WORD "GUTTER" IS TO BE MOLDED INTO THE BACK FLANGE - TYPE "B" ONLY.
4. FRAMES AND GRATES ARE TO BE GRAY CAST IRON OR DUCTILE IRON CONFORMING TO AASHTO M306.
5. DIMENSIONS ARE NOMINAL.



GRATE DETAIL



FRAME DETAIL

CATCH BASIN FRAME & GRATE - SQUARE

NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY	DATE
SITE PLAN APP	SJL	1/11/22
COMMENT RESPONSE	SJL	4/27/22
COMMENT RESPONSE	SJL	5/13/22
SITE PLAN AMENDMENT	SJL	11/14/22

DRAWING NAME: DRAINAGE DETAILS

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

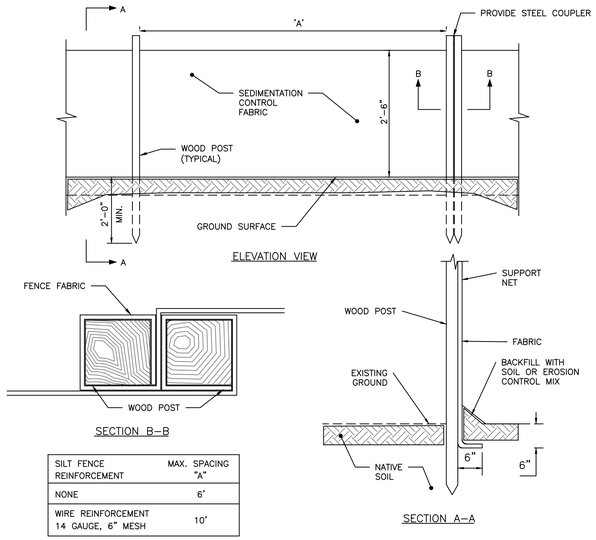
ACORN ENGINEERING, INC
ENGINEERING, INC.
ACORN ENGINEERING, INC
70 CENTRAL AVE, SACO, MAINE 04101
PO BOX 224, BIDDEFORD, MAINE 04101
(207) 775-2655

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FILE:	1154_CIVIL
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SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

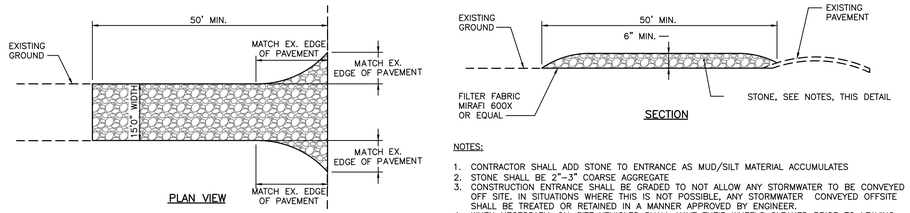
STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED
PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-44



SILT FENCE REINFORCEMENT	MAX. SPACING "A"
NONE	6'
WIRE REINFORCEMENT 14 GAUGE, 6" MESH	10'

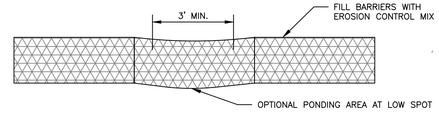
SILTATION FENCE DETAIL
NOT TO SCALE

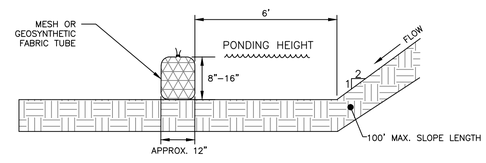


NOTES:
1. CONTRACTOR SHALL ADD STONE TO ENTRANCE AS MUD/SILT MATERIAL ACCUMULATES
2. STONE SHALL BE 2"-3" COARSE AGGREGATE
3. CONSTRUCTION ENTRANCE SHALL BE GRADED TO NOT ALLOW ANY STORMWATER TO BE CONVEYED OFF SITE. IN SITUATIONS WHERE THIS IS NOT POSSIBLE, ANY STORMWATER CONVEYED OFFSITE SHALL BE TREATED OR RETAINED IN A MANNER APPROVED BY ENGINEER.
4. WHEN NECESSARY, ON-SITE VEHICLES SHALL HAVE THEIR WHEELS CLEANED PRIOR TO LEAVING SITE.
5. CONSTRUCTION ENTRANCE SHALL BE GRADED IN A MANNER THAT PREVENTS TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT-OF-WAY

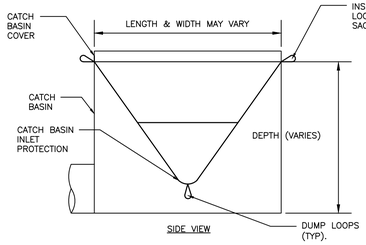
STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

NOTES:
1. FULL CONTACT WITH THE GROUND IS CRITICAL TO PREVENT SHORT CIRCUITING UNDER THE TUBE – THE GROUND SURFACE SHOULD BE SMOOTH AND LEVEL. IN WOODED AREAS, PROTRUDING ROOTS AND DEBRIS MAY NEED TO BE REMOVED. IN GRASSED AREAS, THE GRASS NEEDS TO BE EITHER MOWED OR COMPRESSED DOWN.
2. STAKING MAY BE NECESSARY ON STEEP SLOPES.
3. UPON FINAL STABILIZATION, THE TUBE CAN BE CUT OPEN AND THE MATERIAL SPREAD OUT ONTO THE GROUND. THE MESH MATERIAL SHOULD BE REMOVE.
4. LOOSE COMPOST MAY BE BACKFILLED ALONG THE UPSLOPE SIDE OF THE COMPOST FILTER SOCK, FILLING THE SEAM BETWEEN THE SOIL SURFACE AND THE DEVICE, IMPROVING FILTRATION AND SEDIMENT RETENTION.





FILTER SOCK DETAIL
NOT TO SCALE



NOTES:
1. CATCH BASIN INLET PROTECTION SHALL BE INSTALLED DOWNGRADIENT OF PROPOSED PROJECT AND ROUTINELY MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS
2. CATCH BASIN SIZE VARIES. CONTRACTOR TO ENSURE CATCH BASIN INLET PROTECTION MATCHES CATCH BASIN DIMENSIONS.
3. SILT SACK SHALL BE ACF ENVIRONMENTAL SILT SACK, TYPE A, OR APPROVED EQUAL.

CATCH BASIN INLET PROTECTION
NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: EROSION & SEDIMENTATION CONTROL DETAILS
PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS
CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC 10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.
THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED MODIFICATIONS OR, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

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FILE:	1154_CIVIL
JN:	1154
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	AWG
CHECKED BY:	SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-47

1.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

AS PART OF THE SITE DEVELOPMENT, THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE IMPLEMENTED. DEVICES SHALL BE INSTALLED AS DESCRIBED IN THIS REPORT OR WITHIN THE PLAN SET. SEE THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES FOR FURTHER REFERENCE.

1.1 TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE PLANNED FOR THE PROJECT'S CONSTRUCTION PERIOD:

1.1.1 CRUSHED STONE STABILIZED CONSTRUCTION ENTRANCES SHALL BE PLACED AT ALL ACCESS POINTS TO THE PROJECT SITE WHERE THERE ARE DISTURBED AREAS. THE FOLLOWING SPECIFICATIONS SHALL BE FOLLOWED AT A MINIMUM:
- STONE SIZE SHALL BE 2–3 INCHES, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- THE THICKNESS OF THE ENTRANCE STONE LAYER SHALL BE NO LESS THAN 6 INCHES.
- THE ENTRANCE SHALL NOT BE LESS THAN 20 FEET WIDE, HOWEVER NOT LESS THAN THE FULL WIDTH OF POINTS WHERE INGRESS OR EGRESS OCCURS. THE LENGTH SHALL NOT BE LESS THAN 50 FEET IN LENGTH.
- GEOTEXTILE FABRIC (WOVEN OR NON–WOVEN) SHALL BE PLACED OVER THE ENTIRE ENTRANCE AREA.
- THE ENTRANCE/EXIT SHALL BE MAINTAINED TO THE EXTENT THAT IT WILL PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC ROAD WAYS.

1.1.2 SILTATION FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED DOWN GRADIENT OF ANY DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL PERMANENT STABILIZATION IS ACHIEVED. THE SILT FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED PER THE DETAILS PROVIDED IN THE PLAN SET AND INSPECTED BEFORE AND IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE LINE OR BERM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM.

1.1.3 HAY MULCH INCLUDING HYDRO SEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND NOVEMBER 1ST ON SLOPES OF LESS THAN 15 PERCENT SHALL BE COVERED BY FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION. MULCH PLACED BETWEEN NOVEMBER 1ST AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT AND EQUAL TO OR FLATTER THAN 2:1 SHALL USE MATS OR FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.

1.1.4 AT ANY TIME OF THE YEAR, ALL SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITH DOUBLE NET EROSION CONTROL BLANKET BIONET SC150BN BY NORTH AMERICAN GREEN OR APPROVED EQUAL, OR EROSION CONTROL MIX SLOPE PROTECTION AS DETAILED WITHIN THE PLANS.

1.1.5 DOUGLASS STREET SHALL BE SWEPT TO CONTROL MUD AND DUST FROM THE CONSTRUCTION SITE AS NECESSARY. ADD ADDITIONAL STONE TO THE STABILIZED CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.

1.1.6 DURING DEMOLITION, CLEARING AND GRUBBING OPERATIONS, STONE CHECK DAMS SHALL BE INSTALLED AT ANY AREAS OF CONCENTRATED FLOW. THE MAXIMUM HEIGHT OF THE CHECK DAM SHALL NOT EXCEED 2 FEET. THE CENTER OF THE CHECK DAM SHALL BE 6 INCHES BELOW THE OUTER EDGES OF THE DAM. THE CONTRACTOR SHALL MULCH THE SIDE SLOPES AND INSTALL STONE CHECK DAMS FOR ALL NEWLY EXCAVATED DITCH LINES WITHIN 24 HOURS OF THEIR CREATION.

1.1.7 SILT FENCE STAKE SPACING SHALL NOT EXCEED 6 FEET UNLESS THE FENCE IS SUPPORTED WITH 14 GAUGE WIRE IN WHICH CASE THE MAXIMUM SPACING SHALL NOT EXCEED 10 FEET. THE SILT FENCE SHALL BE "TOED" INTO THE GROUND.

1.1.8 STORMDRAIN INLET PROTECTION SHALL BE PROVIDED TO STORMDRAINS THROUGH THE USE OF ANY OF THE FOLLOWING: HAY BALE DROP INLET STRUCTURES, SILT FENCE DROP INLET SEDIMENT FILTER, GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER, OR CURB INLET SEDIMENT FILTER. BARRIERS SHALL BE INSPECTED AFTER EVERY RAINFALL EVENT AND REPAIRED AS NECESSARY. SEDIMENTS SHALL BE REMOVED WHEN ACCUMULATION HAS REACHED ½ THE DESIGN HEIGHT.

1.1.9 DUST CONTROL SHALL BE ACCOMPLISHED BY THE USE OF ANY OF THE FOLLOWING: WATER, CALCIUM CHLORIDE, STONE, OR AN APPROVED MDEP PRODUCT. DUST CONTROL SHALL BE APPLIED AS NEEDED TO ACCOMPLISH DUST CONTROL.

1.1.10 TEMPORARY LOAM, SEED, AND MULCHING SHALL BE USED IN AREAS WHERE NO OTHER EROSION CONTROL MEASURE IS USED. APPLICATION RATES FOR SEEDING ARE PROVIDED AT THE END OF THIS REPORT.

1.1.11 STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF FORMATION UNLESS A SCHEDULED RAIN EVENT OCCURS PRIOR TO THE 7 DAY WINDOW, IN WHICH CASE THE STOCKPILE SHALL BE STABILIZED PRIOR TO THE RAIN EVENT. METHODS OF STABILIZATION SHALL BE MULCH, EROSION CONTROL MIX, OR EROSION CONTROL BLANKETS/MATS. SILT FENCE OR A WOOD WASTE COMPOST FILTER BERM SHALL BE PLACED DOWNHILL OF ANY SOIL STOCKPILE LOCATION.

1.1.12 FOR DISTURBANCE BETWEEN NOVEMBER 1 AND APRIL 15, PLEASE REFER TO WINTER STABILIZATION PLAN IN THIS REPORT AND THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR FURTHER INFORMATION.

1.1.13 IT IS OF THE UTMOST IMPORTANCE THAT STORMWATER RUNOFF AND POTENTIAL SEDIMENT FROM THE CONSTRUCTION SITE BE DIVERTED AROUND THE PROPOSED UNDERDRAINS UNTIL THE TRENCH IS BACKFILLED.

1.2 PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES ARE INTENDED FOR POST DISTURBANCE AREAS OF THE PROJECT.

1.2.1 ALL DISTURBED AREAS DURING CONSTRUCTION, NOT SUBJECT TO OTHER PROPOSED CONDITIONS, SHALL RECEIVE A MINIMUM 4" OF LOAM AND SHALL BE LIMED, AND MULCHED.
1.2.2 EROSION CONTROL BLANKETS OR MATS SHALL BE PLACED OVER THE MULCH IN AREAS NOTED IN PARAGRAPH 4.2 OF THIS REPORT.
1.2.3 ALL STORMWATER DEVICES SHALL BE INSTALLED AND TRIBUTARY AREAS STABILIZED PRIOR RECEIVING STORMWATER.
1.2.4 REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

2.0 EROSION AND SEDIMENTATION CONTROL PLAN

2.1 THE EROSION AND SEDIMENTATION CONTROL PLAN IS INCLUDED WITHIN THE PLAN SET.

3.0 DETAILS AND SPECIFICATIONS

3.1 EROSION CONTROL DETAILS AND SPECIFICATIONS ARE INCLUDED IN THE PLAN SET.

4.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

WINTER CONSTRUCTION CONSISTS OF EARTHWORK DISTURBANCE BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15, THEN THE SITE SHALL BE PROTECTED WITH OVER–WINTER STABILIZATION. ANY AREA NOT STABILIZED WITH PAVEMENT, VEGETATION, MULCHING, EROSION CONTROL MIX, EROSION CONTROL MATS, RIPRAP, OR GRAVEL BASE ON A ROAD SHALL BE CONSIDERED OPEN.

THE CONTRACTOR SHALL LIMIT THE WORK AREA TO AREAS THAT WORK WILL OCCUR IN DURING THE SUBSEQUENT 15 DAYS AND SO THAT IT CAN BE MULCHED ONE DAY PRIOR TO A SNOW EVENT. THE CONTRACTOR SHALL STABILIZE WORK AREAS PRIOR TO OPENING ADDITIONAL WORK AREAS TO MINIMIZE AREAS WITHOUT EROSION CONTROL MEASURES.

THE FOLLOWING MEASURES SHALL BE IMPLEMENTED DURING WINTER CONSTRUCTION PERIODS:

4.1 SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.

4.2 MULCHING

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75–LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCH THICKNESS. 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 STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, TRACKING OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WHEN THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCHING AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

4.3 SOIL STOCKPILING

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR WITH A FOUR–INCH LAYER OF EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE–ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL.

4.4 SEEDING

BETWEEN THE DATES OF OCTOBER 15TH AND APRIL 1ST, LOAM OR SEED SHALL NOT BE REQUIRED. DURING PERIODS OF 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 CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS NOT BEEN LOAMED, FINAL GRADING 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.

DORMANT SEEDING MAY BE PLACED PRIOR TO THE PLACEMENT OF MULCH OR EROSION CONTROL BLANKETS. IF DORMANT 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 75% 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.

4.5 OVER WINTER STABILIZATION OF DISTURBED SOILS

BY SEPTEMBER 15TH, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% SHALL BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN ONE OF THE FOLLOWING ACTIONS SHALL BE TAKEN TO STABILIZE THE SOIL FOR LATE FALL AND WINTER:

- STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY OCTOBER 1ST, SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3LBS PER 1,000 S.F., LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 LBS PER 1,000 S.F., AND ANCHOR THE MULCH WITH PLASTIC NETTING. MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1ST, THEN MULCH THE AREA FOR OVER–WINTER PROTECTION.
- STABILIZE THE SOIL WITH SOD – STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES PINNING THE SOD ONTO THE SOIL 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.
- STABILIZE THE SOIL WITH MULCH – BY NOVEMBER 15TH, MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 LBS PER 1,000 S.F. ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. IMMEDIATELY AFTER APPLYING THE MULCH, ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

4.6 OVER WINTER STABILIZATION OF DISTURBED SLOPES

ALL STONE–COVERED SLOPES SHALL BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15TH. ALL SLOPES TO BE VEGETATED SHALL BE SEEDED AND MULCHED BY SEPTEMBER 1ST. A SLOPE IS CONSIDERED A GRADE GREATER THAN 15%. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1ST, THEN ONE OF THE FOLLOWING ACTION SHALL BE TAKEN TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER:

- STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS – BY OCTOBER 1ST THE DISTURBED SLOPE SHALL BE SEEDED WITH WINTER RYE AT A SEEDING RATE OF 3 LBS PER 1,000 S.F. AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE SLOPE BY NOVEMBER 1ST, THEN THE CONTRACTOR SHALL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP.
- STABILIZE THE SOIL WITH SOD – THE DISTURBED SLOPE SHALL BE STABILIZED WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES THE CONTRACTOR 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 CONTRACTOR SHALL NOT USE LATE–SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 3H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STABILIZE THE SOIL WITH EROSION CONTROL MIX – EROSION CONTROL MIX SHALL BE PROPERLY INSTALLED BY NOVEMBER 15TH. THE CONTRACTOR SHALL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GRADES GREATER THAN 2H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STABILIZE THE SOIL WITH STONE RIPRAP – PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15TH. A REGISTERED PROFESSIONAL ENGINEER SHALL BE HIRED TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

5.0 INSPECTION AND MAINTENANCE

A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT PERIODIC VISUAL INSPECTIONS OF INSTALLED EROSION CONTROL MEASURES. THE FREQUENCY OF INSPECTION SHALL OCCUR AT LEAST ONCE EVERY TWO WEEKS, AS WELL AS AFTER A "STORM EVENT". A "STORM EVENT" SHALL CONSIST 0.5 INCHES OF RAIN WITHIN A 24 HOUR PERIOD. THE FOLLOWING EROSION AND SEDIMENT CONTROL – BEST MANAGEMENT PRACTICES (BMP'S) SHALL INSPECTED IN THE MANNER AS DESCRIBED.

5.1 SEDIMENT BARRIERS

HAY BALE BARRIERS, SILT FENCES AND FILTER BERMS SHALL BE INSPECTED AND REPAIRED FOR THE FOLLOWING IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THEM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES OF THE BARRIER, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, SEDIMENT BARRIERS SHALL BE REPLACED WITH A TEMPORARY CHECK DAM. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER. FILTER BERMS SHOULD BE RESHAPED AS NEEDED. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHOULD BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

5.2 STABILIZED STONE CONSTRUCTION ENTRANCES

THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. WHEN THE CONTROL PAD BECOMES INEFFECTIVE, THE STONE SHALL BE REMOVED ALONG WITH THE COLLECTED SOIL MATERIAL AND REDISTRIBUTED ON SITE IN A STABLE MANNER. THE ENTRANCE SHOULD THEN BE RECONSTRUCTED. THE CONTRACTOR SHALL SWEEP OR WASH PAVEMENT AT EXITS, WHICH HAVE EXPERIENCED MUD–TRACKING ON TO THE PAVEMENT OR TRAVELED WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE, WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERWAYS.

5.3 MULCHED AREAS

ALL MULCHES MUST BE INSPECTED PERIODICALLY, IN PARTICULAR AFTER RAINSTORMS, TO CHECK FOR RILL EROSION. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. NETS MUST BE INSPECTED AFTER RAIN EVENTS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, RE–INSTALL THE NETS AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE. REPAIR AS NEEDED.

5.4 DUST CONTROL

WHEN TEMPORARY DUST CONTROL MEASURES ARE USED, REPETITIVE TREATMENT SHALL BE APPLIED AS NEEDED TO ACCOMPLISH CONTROL.

5.5 STORMWATER APPURTENANCES

ALL UNDERDRAINS, STORM DRAINS, AND CATCH BASINS NEED TO BE OPERATING EFFECTIVELY AND FREE OF DEBRIS.

5.6 EROSION AND SEDIMENTATION CONTROL INSPECTIONS:

ACORN ENGINEERING HAS PERSONNEL QUALIFIED TO CONDUCT EROSION AND SEDIMENTATION CONTROL INSPECTIONS. FOR FURTHER INFORMATION CONTACT:

CONTACT: WILL SAVAGE, PE
TELEPHONE: (207) 775–2655

QUALIFICATIONS:

- MAINE PROFESSIONAL ENGINEERING LICENSE #11419
- MAINE DEP – CERTIFIED IN MAINTENANCE & INSPECTION OF STORMWATER BMP'S CERT #14
- CERTIFIED EROSION, SEDIMENT AND STORM WATER INSPECTOR (CESSWI) CERT #0293
- CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) CERT. #4620

THE CONTRACTOR HAS SOLE RESPONSIBILITY FOR COMPLYING WITH THE EROSION AND SEDIMENTATION REPORT/PLAN, INCLUDING CONTROL OF FUGITIVE DUST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONETARY PENALTIES RESULTING FROM FAILURE TO COMPLY WITH THESE STANDARDS.

6.0 IMPLEMENTATION SCHEDULE

THE FOLLOWING IMPLEMENTATION SEQUENCE IS INTENDED TO MAXIMIZE THE EFFECTIVENESS OF THE ABOVE DESCRIBED EROSION CONTROL MEASURES. CONTRACTORS SHOULD AVOID OVEREXPOSING DISTURBED AREAS AND LIMIT THE AMOUNT OF STABILIZATION AREA.

1. INSTALL A STABILIZED CONSTRUCTION ENTRANCE IN ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL ENTER AND EXIT THE SITE.
2. INSTALL PERIMETER SILT FENCE OR EROSION CONTROL BERM.
3. INSTALL ALL OTHER EROSION CONTROL DEVICES AS NECESSARY THROUGHOUT THE REMAINDER OF THIS SCHEDULE.
4. COMMENCE INSTALLATION OF DRAINAGE INFRASTRUCTURE.
5. PRIORITIZE THE DOWNHILL SIDE TO CONTAIN RUNOFF WITHIN THE SITE WHILE PROVIDING AN ENGINEERED OUTLET WITH SILTATION BARRIER TO THE MUNICIPAL STORMWATER SYSTEM WITHIN DOUGLASS STREET.
6. COMMENCE EARTHWORK OPERATIONS, WALL AND FOUNDATION INSTALLATION.
7. COMMENCE INSTALLATION OF UTILITIES.
8. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
9. COMPLETE INSTALLATION OF DRAINAGE INFRASTRUCTURE, AS WELL AS OTHER UTILITY WORK.
10. COMPLETE REMAINING EARTHWORK OPERATIONS.
11. INSTALL SUB–BASE AND BASE GRAVELS IN PAVED AREAS.
12. INSTALL PAVING, CURBING AND BRICKWORK.
13. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
14. ONCE THE SITE IS STABILIZED, 90% CATCH OF GRASS HAS BEEN OBTAINED, OR MULCHING OF LANDSCAPE AREAS IS COMPLETE REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
15. TOUCH UP AREAS WITHOUT A VIGOROUS CATCH OF GRASS WITH LOAM AND SEED.
16. COMPLETE SITE SIGNAGE AND STRIPING.
17. EXECUTE PROPER MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

THE ABOVE IMPLEMENTATION SEQUENCE SHOULD BE GENERALLY FOLLOWED BY THE SITE CONTRACTOR. HOWEVER, THE CONTRACTOR MAY CONSTRUCT SEVERAL ITEMS SIMULTANEOUSLY. THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE OF THE COMPLETION OF THE WORK. IF THE CONTRACTOR IS TO COMMENCE THE CONSTRUCTION OF MORE THAN ONE ITEM ABOVE, THEY SHALL LIMIT THE AMOUNT OF EXPOSED AREAS TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE FOLLOWING 30 DAYS.

THE CONTRACTOR SHALL RE–VEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT. THE CONTRACTOR SHALL INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEMS AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE.

7.0 SEEDING PLAN

7.1 SITE PREPARATION

THE SEEDED AREAS SHALL BE FEASIBLY GRADED OUT TO PROVIDE THE USE OF EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. IF NECESSARY, THE SITE MAY REQUIRE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES OUTLINED IN THE EROSION CONTROL REPORT.

7.2 SEEDBED PREPARATION

FERTILIZER SHALL BE APPLIED TO THE SITE AT A RATE OF 13.8 POUNDS PER 1,000 SQUARE FEET. THE COMPOSITION OF THE FERTILIZER SHALL BE 10–10–10 (N–P205–K20) OR EQUIVALENT.

LIMESTONE SHALL BE APPLIED TO THE SITE AT A RATE OF 138 POUNDS PER 1,000 SQUARE FEET.

7.3 SEEDING

THE COMPOSITION AND AMOUNT OF TEMPORARY SEED APPLIED TO A SITE SHALL BE DETERMINED BY THE FOLLOWING TABLE:

TEMPORARY SEED APPLICATION RATES

SEED	LBS / ACRE	LBS / 1,000 SF	RECOMMENDED SEEDING DATES
WINTER RYE	112	2.6	8/15 TO 10/1
OATS	80	1.8	4/1 TO 7/1 8/15 TO 9/15
ANNUAL RYEGRASS	40	0.9	4/1 TO 7/1
SUDANGRASS	40	0.9	5/15 TO 8/15
PERENNIAL	40	0.9	8/15 TO 9/15
TOTAL	312	7.1	

PERMANENT SEED APPLICATION RATES

SEED	LBS / ACRE
KENTUCKY BLUEGRASS	20.00
CREEPING RED FESCUE	20.00
PERENNIAL RYEGRASS	4.80
TOTAL	44.8 LBS/ACRE

7.4 MULCHING

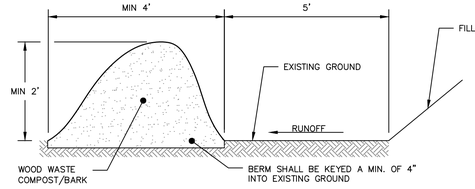
MULCH SHALL BE HARDWOOD AND APPLIED AT A RATE OF 70 LBS – 90 LBS PER 1,000 SQUARE FEET. THE MULCH SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 INCHES. THE SEEDED AREA SHALL BE MULCHED IMMEDIATELY AFTER SEED IS APPLIED. MULCHING DURING THE WINTER SEASON SHALL BE DOUBLE THE NORMAL AMOUNT. REFER TO DETAIL FOR MORE INFORMATION.

8.0 CONCLUSION

THE ABOVE EROSION CONTROL NARRATIVE IS INTENDED TO MINIMIZE THE DEVELOPMENT IMPACT BY IMPLEMENTING TEMPORARY AND PERMANENT EROSION CONTROL MEASURES. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

NOTES:

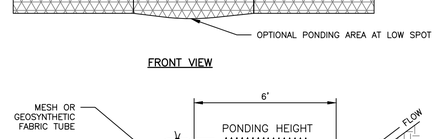
1. THE EROSION CONTROL MIX SHALL CONFORM TO THE FOLLOWING STANDARDS AND IN ACCORDANCE WITH THE MAINE DOT CHAPTER 700, SECTION 717.04(D):
   1.1. pH BETWEEN 5.0 – 8.0
   1.2. PARTICLE SIZE (BY WEIGHT):
   1.2.1. 100% PASSING A 150 MM (6 IN) SCREEN
   1.2.2. 75 TO 85% PASSING A 19 MM (0.75 IN) SCREEN
   1.3. SOLUBLE SALTS CONTENT < 4.0 MMHOS/CM
   1.4. ORGANIC MATTER 20 TO 100% , DRY WEIGHT BASIS
2. THE BERM SHOULD BE PLACED, UNCOMPACTED, ALONG A RELATIVELY LEVEL CONTOUR, WHEN NECESSARY THE BERM MAY BE PLACED PERPENDICULAR TO THE SLOPE ALONG THE PROPERTY LINE TO CONTAIN THE SEDIMENT PROVIDED A BERM IS LOCATED AT THE BASE OF THE SLOPE.
3. BERMS SHALL REMAIN IN PLACE UNTIL UPSTREAM AREA IS STABILIZED OR 90% CATCH OF VEGETATION IS ATTAINED. BERMS SHALL BE REMOVED OFFSITE OR BY SPREADING SUCH THAT NATIVE EARTH CAN BE SEEN BELOW.



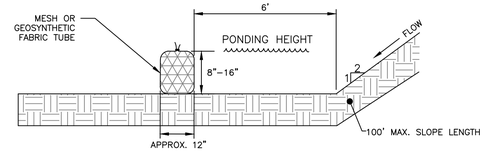
EROSION CONTROL MIX BERM DETAIL
NOT TO SCALE

NOTES:

1. FULL CONTACT WITH THE GROUND IS CRITICAL TO PREVENT SHORT CIRCUITING UNDER THE TUBE – THE GROUND SURFACE SHOULD BE SMOOTH AND LEVEL. IN WOODED AREAS, PROTRUDING ROOTS AND DEBRIS MAY NEED TO BE REMOVED. IN GRASSED AREAS, THE GRASS NEEDS TO BE EITHER MOWED OR COMPRESSED DOWN.
2. STAKING MAY BE NECESSARY ON STEEP SLOPES.
3. UPON FINAL STABILIZATION, THE TUBE CAN BE CUT OPEN AND THE MATERIAL SPREAD OUT ONTO THE GROUND. THE MESH MATERIAL SHOULD BE REMOVE.
4. LOOSE COMPOST MAY BE BACKFILLED ALONG THE UPSLOPE SIDE OF THE COMPOST FILTER SOCK, FILLING THE SEAM BETWEEN THE SOIL SURFACE AND THE DEVICE, IMPROVING FILTRATION AND SEDIMENT RETENTION.

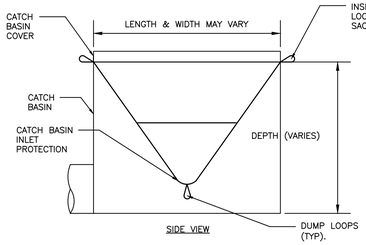


FRONT VIEW



SIDE VIEW

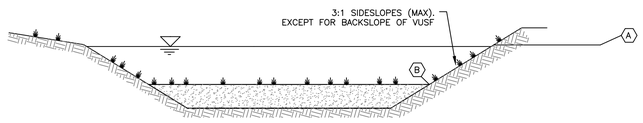
FILTER SOCK DETAIL
NOT TO SCALE



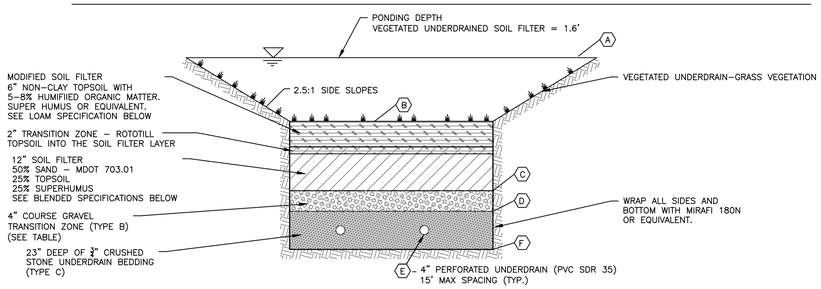
NOTES:

1. CATCH BASIN INLET PROTECTION SHALL BE INSTALLED DOWNGRADIENT OF PROPOSED PROJECT AND ROUTINELY MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS
2. CATCH BASIN SIZE VARIES. CONTRACTOR TO ENSURE CATCH BASIN INLET PROTECTION MATCHES CATCH BASIN DIMENSIONS.
3. SILT SACK SHALL BE ACF ENVIRONMENTAL SILT SACK, TYPE A, OR APPROVED EQUAL.

CATCH BASIN INLET PROTECTION
NOT TO SCALE



CROSS SECTION



VEGETATED UNDERDRAINED SOIL FILTER DETAIL

NOTES:

1. THE SIDESLOPES SHALL BE STABILIZED WITH A MIN. OF 4" LOAM, EROSION CONTROL BLANKETS SC150BN BY NORTH AMERICAN GREEN OR APPROVED EQUAL AND A CONSERVATION SEED MIX. THE BOTTOM OF THE VEGETATED UNDERDRAIN SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS SC150BN BY NORTH AMERICAN GREEN OR APPROVED EQUAL AND A CONSERVATION SEED MIX
2. LIGHT COMPACTION SOIL FILTER AND PIPE BEDDING MATERIAL. (90 TO 92% STANDARD PROCTOR). TESTING SHALL BE PERFORMED BY A QUALIFIED MATERIAL TESTING FIRM.
3. THE SOIL FILTER MEDIA SHALL NOT BE CONSTRUCTED UNTIL THE AREA DRAINING TO THE BASIN HAS BEEN PERMANENTLY STABILIZED.
4. THE SEDIMENT FOREBAY SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION OF THE SOIL FILTER AND INSPECTED AND MAINTAINED DURING CONSTRUCTION. MAINTENANCE SHALL INCLUDE REMOVAL OF ANY ACCUMULATED SEDIMENT.
5. A LANDSCAPE DESIGNER OR ARCHITECT SHOULD BE INVOLVED TO TO SELECT THE APPROPRIATE PLANTS FOR THE BIORETENTION CELL AND FOR THE SITE CONDITIONS. PLANTING PLAN BY OTHERS.
6. MINIMUM UNDERDRAIN SLOPE 0.0025 TOWARDS THE OUTLET.
7. TESTING: SIEVE ANALYSIS INCLUDING HYDROMETER TESTING FOR CLAY CONTENT FOR EACH LAYER SHALL BE PERFORMED BY A QUALIFIED SOIL TESTING LABORATORY AND SUBMITTED TO THE PROJECT ENGINEER FOR APPROVAL 2 WEEKS PRIOR TO CONSTRUCTION. ALL TESTING AND SUBMITTALS SHALL BE IN ACCORDANCE WITH THE MAINE DEP – TECHNICAL DESIGN MANUAL SECTION 7.2.5 TESTING AND SUBMITTALS.

SCHEDULE		
ITEM		ELEV.
A	OVERFLOW INVERT	32.35'
B	TOP OF SOIL FILTER	30.75'
C	TOP OF GRAVEL	29.25'
D	TOP OF STONE	28.92'
E	UNDERDRAIN INVERT	27.35'
F	BOTTOM OF STONE	27.00'

6" SOIL FILTER BED – LOAM TOPSOIL SPECIFICATION	
SIEVE SIZE	% PASSING BY WEIGHT
#4	75–95
#10	60–90
#40	35–85
#200	20–70
1. CLAY FRACTION <2% PASSING THE #200 SIEVE. 2. LOAM SHALL BE LOOSE AND FRIABLE AND SHALL BE FREE FROM ADMIXTURE OF SUBSOIL, REFUSE, LARGE STONES, CLODS OR ROOTS OR RHIZOMES OR "WITCH GRASS" OR OTHER UNDESIRABLE GRASSES.	

SOIL FILTER BED – SUPERHUMUS OR EQUIV. SPECIFICATION	
SIEVE SIZE	% PASSING BY WEIGHT
1"	100
#200	0–5
MINIMAL CLAY CONTENT, NO MORE THAN 3–5% PASSING #200 SIEVE	

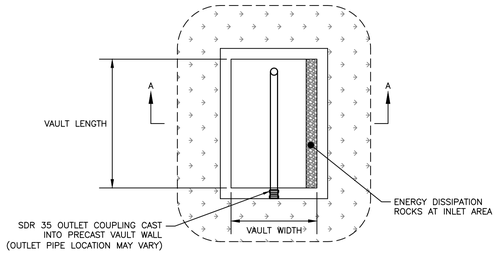
12" SOIL FILTER BED – BLENDED SAND, LOAM, SUPERHUMUS SIEVE ANALYSIS	
SIEVE SIZE	% PASSING BY WEIGHT
#10	85–100
#20	70–100
#60	15–40
#200	8–15
1. CLAY FRACTION <2% PASSING THE #200 SIEVE. 2. SUPERHUMUS OR EQUIVALENT	

VEGETATED UNDERDRAINED SOIL FILTER DETAIL

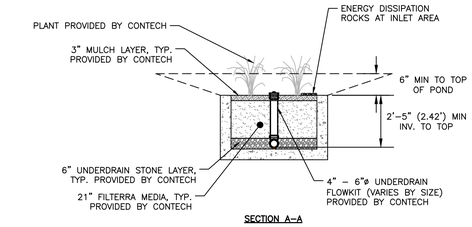
NOT TO SCALE

SOIL FILTER BED – TRANSISTION ZONE (TYPE B)	
SIEVE SIZE	% PASSING BY WEIGHT
1"	90–100
1/2"	75–100
#4	50–100
#20	15–80
#50	0–15
#200	0–5

SOIL FILTER BED – UNDERDRAIN BEDDING (TYPE C)	
SIEVE SIZE	% PASSING BY WEIGHT
1"	100
3/4"	90–100
3/8"	0–75
#4	0–25
#10	0–5



PLAN VIEW



SECTION A–A

FOCAL POINT BIOSCAPE VAULT OFFLINE – BASIN

NOT TO SCALE

FILTERRA VAULT DATA TABLE				
UNIT #	SIZE	RIM ELEV.	BED ELEV.	INV. OUT
FT–1	4'X5'	36.70	35.70	30.90
FT–2	5'X5	36.90	35.90	31.40
FT–3	5'X5'	37.10	36.10	31.90
FT–4	4'X5'	36.95	35.95	32.35

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN APP	SJL 1/11/22
COMMENT RESPONSE	SJL 4/27/22
COMMENT RESPONSE	SJL 5/13/22
SITE PLAN AMENDMENT	SJL 11/14/22

DRAWING NAME: DRAINAGE DETAILS – 2

PROJECT NAME/ ADDRESS: DOUGHERTY COMMONS

CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101

ACORN ENGINEERING, INC.

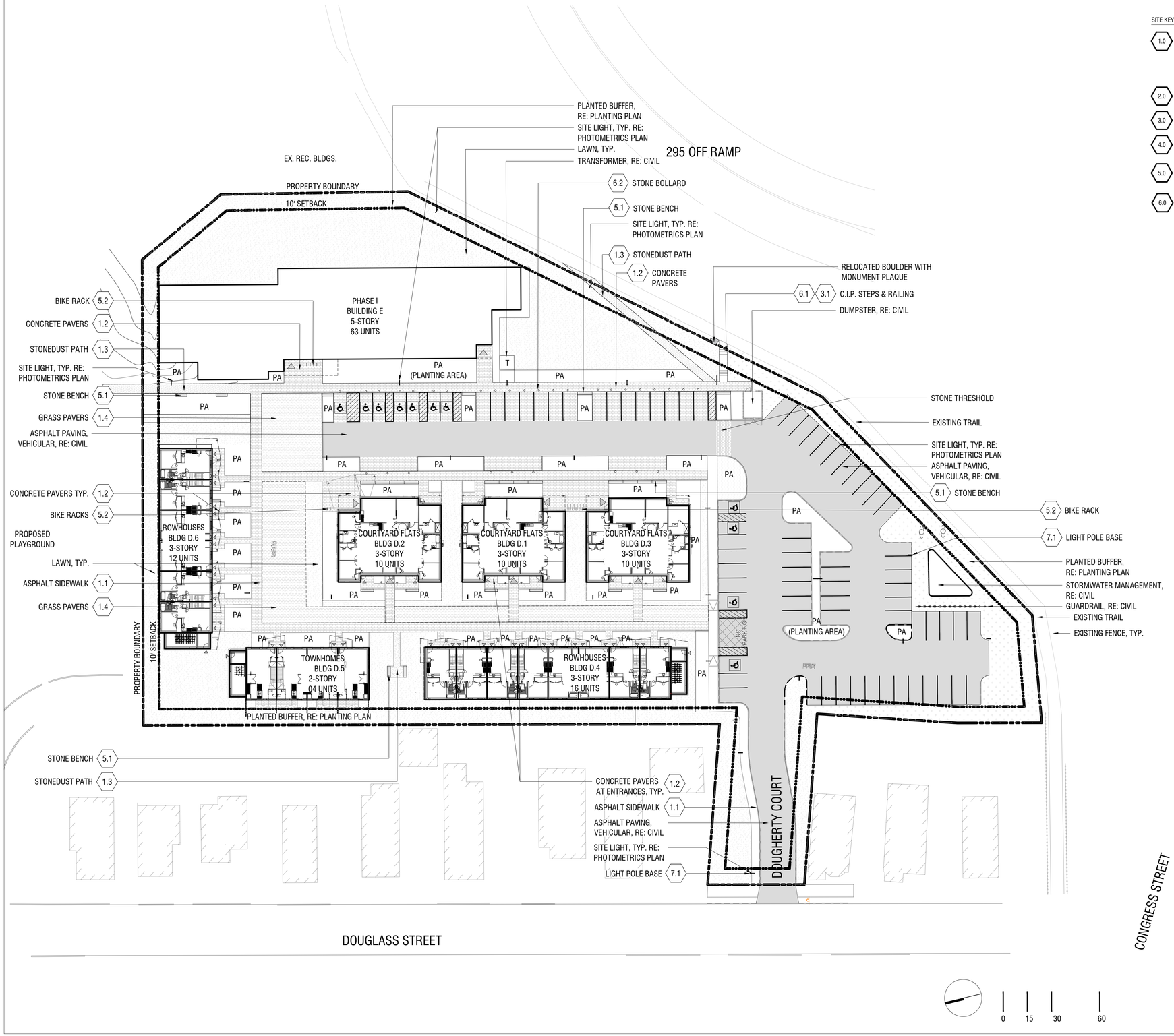
THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OR, OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
FREEPORT, MAINE 04101
PO BOX 3372
(207) 775–2655

FILE: 1154_CIVIL
JN: 1154
SCALE: AS NOTED
DESIGNED BY: SJL
DRAWN BY: AWG
CHECKED BY: SJL/WHS

STATE OF MAINE
SAMUEL J. LEBEL
16505
LICENSED
PROFESSIONAL ENGINEER
11/14/22

DRAWING NO.
C-45



SITE KEYNOTES:

1.0 PAVEMENTS, RAMPS, CURBS — DETAIL / SHEET
- 1.1 ASPHALT PAVING - PEDESTRIAN — 1/L3-00
- 1.2 CONCRETE PAVER — 2/L3-00
- 1.3 STONEDUST PATH — 3/L3-00
- 1.4 GRASS PAVERS — 4/L3-01

2.0 JOINTING
- X.X NOT USED AT THIS TIME — X/XX-XX

3.0 STEPS
- 3.1 C.I.P. STEPS — 6/L3-00

4.0 SITE WALLS/ EMBANKMENTS
- X.X NOT USED AT THIS TIME — X/XX-XX

5.0 SITE FURNITURE
- 5.1 STONE BENCH — 3/L3-01
- 5.2 BIKE RACK — 1/L3-01

6.0 RAILINGS, BARRIERS, FENCING
- 6.1 HANDRAIL — 5/L3-00

7.0 SITE LIGHTING — DETAIL / SHEET
- 7.1 LIGHT POLE BASE — 2/L3-01

8.0 DRAINAGE
- X.X NOT USED AT THIS TIME — X/XX-XX

9.0 PLANTING AND LANDSCAPE
- 9.1 DECIDUOUS TREE PLANTING — 1/L3-02
- 9.2 MULTI-STEM TREE PLANTING — 2/L3-02
- 9.3 EVERGREEN TREE PLANTING — 3/L3-02
- 9.4 SHRUBS PLANTING — 4/L3-02
- 9.5 PERENNIAL PLANTING — 5/L3-02
- 9.6 TREE PROTECTION — 6/L3-02
- 9.7 METAL EDGING — 4/L3-00

10.0 MISCELLANEOUS ELEMENTS

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SEAL

PROJECT TITLE

DOUGHERTY COMMONS
PORTLAND, ME

PREPARED FOR

SZANTON COMPANY
AND
MAINE COMMUNITY DEVELOPMENT PARTNERS

REVISIONS — DATE
- SITE PLAN REVIEW — 01/07/22
- SITE PLAN REVIEW — 04/26/22
- SITE PLAN REVIEW — 05/13/22
- SITE PLAN AMMENDMENT — 11/01/22

ISSUE DATE

SITE PLAN AMENDMENT
NOVEMBER 14, 2022

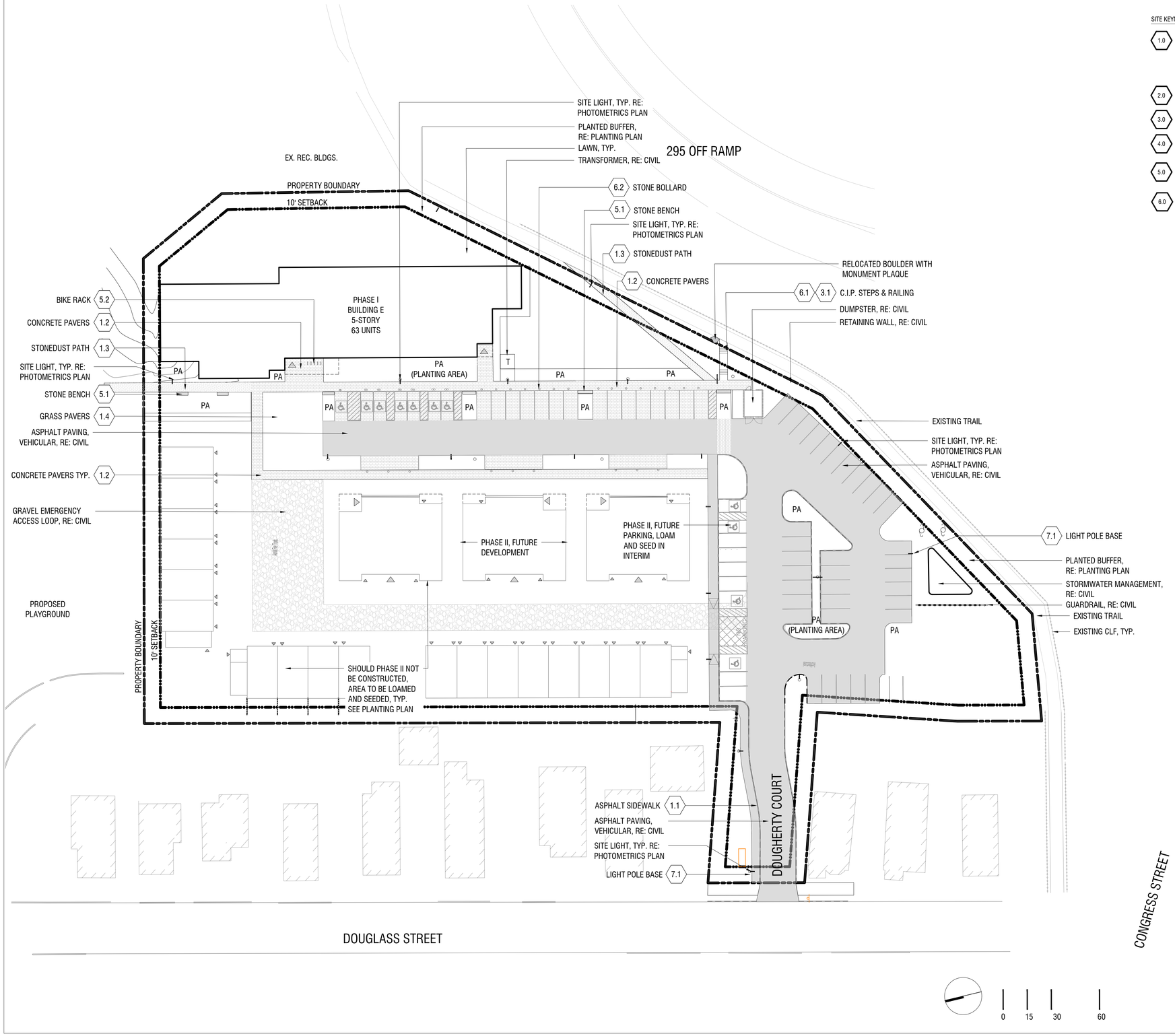
SHEET TITLE

MATERIALS PLAN
OVERALL SITE

SHEET INFORMATION

L 1-00

NOT FOR CONSTRUCTION



SITE KEYNOTES:

1.0	PAVEMENTS, RAMPS, CURBS		DETAIL / SHEET
	1.1	ASPHALT PAVING - PEDESTRIAN	1/L3-00
	1.2	CONCRETE PAVER	2/L3-00
	1.3	STONEDUST PATH	3/L3-00
	1.4	GRASS PAVERS	4/L3-01
2.0	JOINTING		
	X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS		
	3.1	C.I.P. STEPS	6/L3-00
4.0	SITE WALLS/ EMBANKMENTS		
	X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNITURE		
	5.1	STONE BENCH	3/L3-01
	5.2	BIKE RACK	1/L3-01
6.0	RAILINGS, BARRIERS, FENCING		
	6.1	HANDRAIL	5/L3-00
7.0	SITE LIGHTING		DETAIL / SHEET
	7.1	LIGHT POLE BASE	2/L3-01
8.0	DRAINAGE		
	X.X	NOT USED AT THIS TIME	X/XX-XX
9.0	PLANTING AND LANDSCAPE		
	9.1	DECIDUOUS TREE PLANTING	1/L3-02
	9.2	MULTI-STEM TREE PLANTING	2/L3-02
	9.3	EVERGREEN TREE PLANTING	3/L3-02
	9.4	SHRUBS PLANTING	4/L3-02
	9.5	PERENNIAL PLANTING	5/L3-02
	9.6	TREE PROTECTION	6/L3-02
	9.7	METAL EDGING	4/L3-00
10.0	MISCELLANEOUS ELEMENTS		

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SEAL

PROJECT TITLE

DOUGHERTY COMMONS
INTERIM PHASE 1
PORTLAND, ME

PREPARED FOR

SZANTON COMPANY

REVISIONS	DATE
SITE PLAN REVIEW	01/07/22
SITE PLAN REVIEW	04/26/22
SITE PLAN REVIEW	05/13/22

ISSUE DATE

SITE PLAN AMENDMENT
NOVEMBER 14, 2022

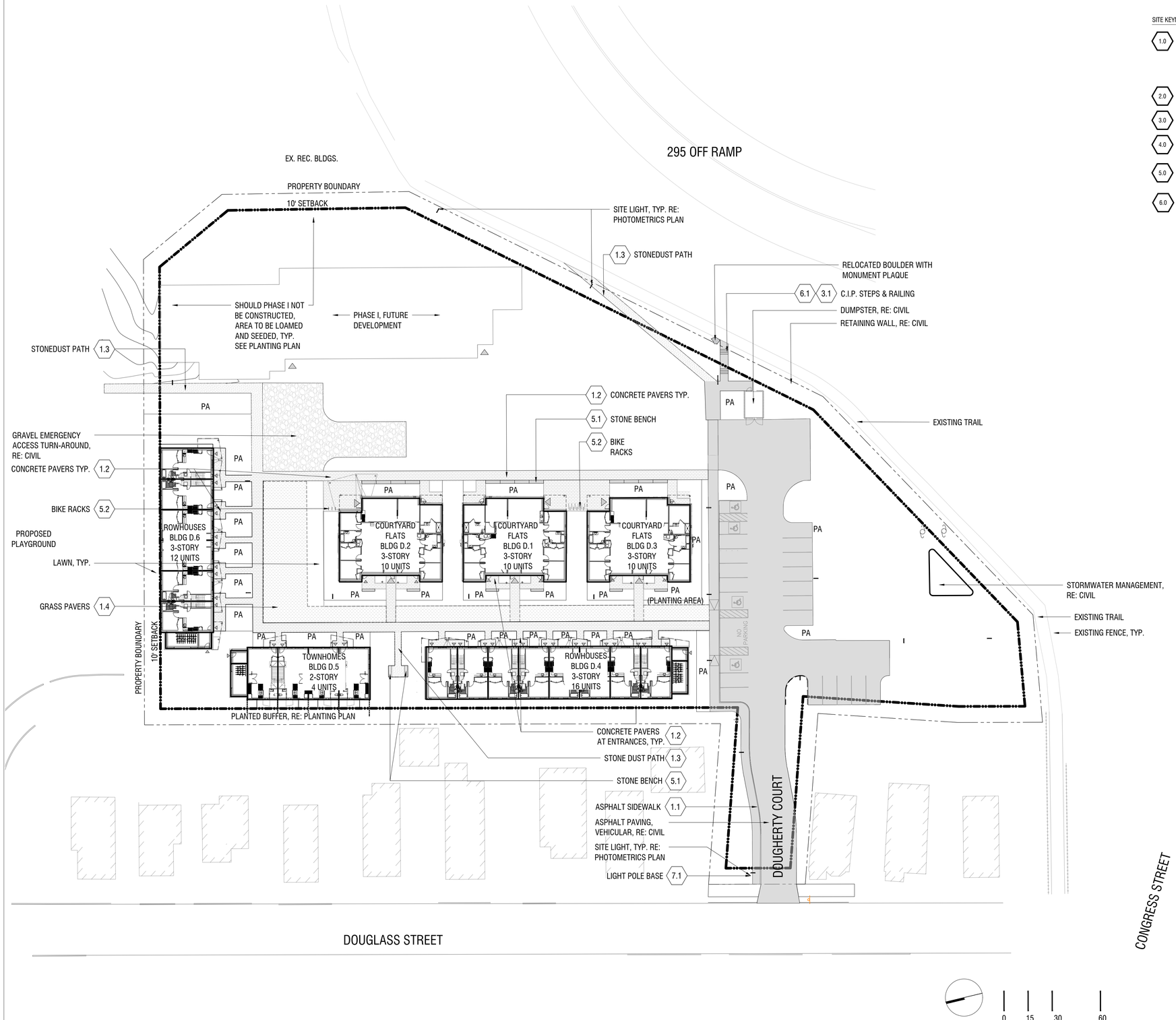
SHEET TITLE

MATERIALS PLAN
PHASE 1

SHEET INFORMATION

L 1-01

NOT FOR CONSTRUCTION



SITE KEYNOTES:

1.0	PAVEMENTS, RAMPS, CURBS		DETAIL / SHEET
	1.1	ASPHALT PAVING - PEDESTRIAN	1/L3-00
	1.2	CONCRETE PAVER	2/L3-00
	1.3	STONEDUST PATH	3/L3-00
	1.4	GRASS PAVERS	4/L3-01
2.0	JOINTING		
	X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS		
	3.1	C.I.P. STEPS	6/L3-00
4.0	SITE WALLS/ EMBANKMENTS		
	X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNITURE		
	5.1	STONE BENCH	3/L3-01
	5.2	BIKE RACK	1/L3-01
6.0	RAILINGS, BARRIERS, FENCING		
	6.1	HANDRAIL	5/L3-00
7.0	SITE LIGHTING		DETAIL / SHEET
	7.1	LIGHT POLE BASE	2/L3-01
8.0	DRAINAGE		
	X.X	NOT USED AT THIS TIME	X/XX-XX
9.0	PLANTING AND LANDSCAPE		
	9.1	DECIDUOUS TREE PLANTING	1/L3-02
	9.2	MULTI-STEM TREE PLANTING	2/L3-02
	9.3	EVERGREEN TREE PLANTING	3/L3-02
	9.4	SHRUBS PLANTING	4/L3-02
	9.5	PERENNIAL PLANTING	5/L3-02
	9.6	TREE PROTECTION	6/L3-02
	9.7	METAL EDGING	4/L3-00
10.0	MISCELLANEOUS ELEMENTS		

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SEAL

PROJECT TITLE

DOUGHERTY COMMONS INTERIM PHASE 2

PORTLAND, ME

PREPARED FOR

MAINE CO-OPERATIVE DEVELOPMENT PARTNERS

REVISIONS	DATE
SITE PLAN REVIEW	01/07/22
SITE PLAN REVIEW	04/26/22
SITE PLAN REVIEW	05/13/22

ISSUE DATE

SITE PLAN AMENDMENT
NOVEMBER 14, 2022

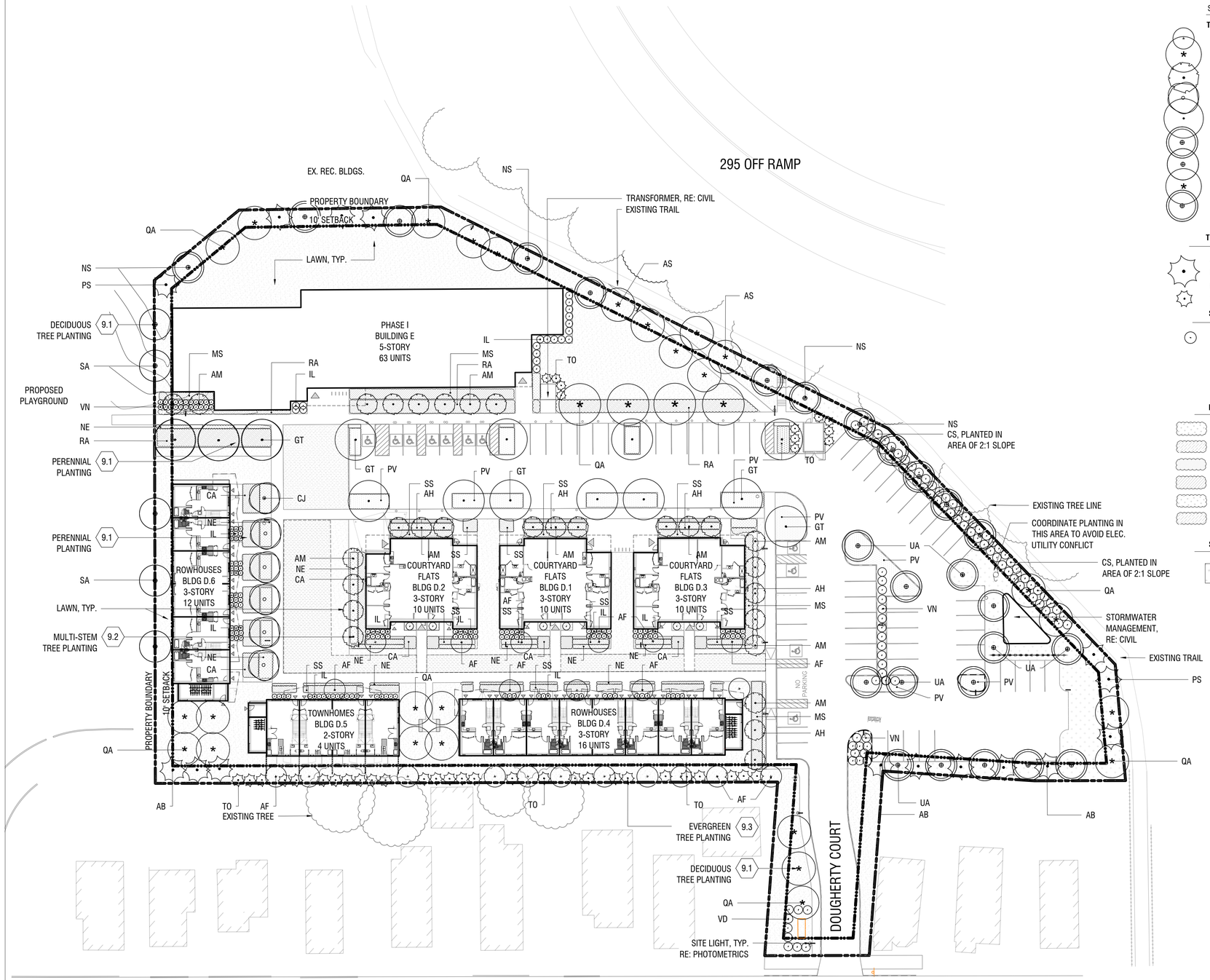
SHEET TITLE

MATERIALS PLAN
PHASE 2

SHEET INFORMATION

L 1-02

NOT FOR CONSTRUCTION



PLANT LIST

SYMB.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES					
AF	ACER X FREEMANII 'ARMSTRONG'	UPRIGHT ARMSTRONG MAPLE	22	2.5" CAL. MIN.	PER PLAN
AS	ACER SACCHARUM	SUGAR MAPLE	06	2.5" CAL. MIN.	PER PLAN
AM	AMELANCHIER CANADENSIS	SERVICEBERRY (MULTI-STEM)	29	2.5" CAL. MIN.	PER PLAN
CJ	CERCIDIPHYLLUM JAPONICUM	KATSURA	06	2.5" CAL. MIN.	PER PLAN
GT	GLEDITSIA TRIACANTHOS X INERMIS	HONEY LOCUST	14	2.5" CAL. MIN.	PER PLAN
NS	NYSSA SYLVATICA	BLACK TUPELO	12	2.5" CAL. MIN.	PER PLAN
SA	SORBUS ALNIFOLIA	MOUNTAIN ASH	05	2.5" CAL. MIN.	PER PLAN
QA	QUERCUS ALBA	WHITE OAK	24	2.5" CAL. MIN.	PER PLAN
UA	ULMUS AMERICANA	AMERICAN ELM	14	2.5" CAL. MIN.	PER PLAN
TREES - EVERGREEN					
AB	ABIES FRASERI	FRASER FIR	08	7-8'	PER PLAN
PS	PINUS STROBUS	WHITE PINE	07	7-8'	PER PLAN
PO	PICEA OMORIKA	SERBIAN SPRUCE	TBD	7-8'	PER PLAN
TO	THUJA OCCIDENTALIS 'TECHNY'	ARBORVITAE	39	6-7'	PER PLAN
SHRUBS					
CS	CORNUS SERICEA	RED-TWIG DOGWOOD	65	#5	PER PLAN
IL	ILLEX GLABRA 'SHAMROCK'	INKBERRY	154	#5	PER PLAN
RA	RHUS AROMATICA	LOW-GRO SUMAC	279	#2	PER PLAN
VD	VIBURNUM DENTATUM 'CHICAGO LUSTRE"	ARROWWOOD VIBURNUM	09	#5	PER PLAN
VN	VIBURNUM NUDUM 'WINTERTHUR'	SMOOTH VIBURNUM	47	#5	PER PLAN
PERENNIALS AND ORNAMENTAL GRASSES					
AH	AMSONIA HUBRICHTII	BLUE STAR	125	#1	30" O.C.
CA	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	658	#1	24" O.C.
PV	PANICUM VIRGATUM 'ROTSTRAHLBUSCH'	SWITCH GRASS	490	#1	48" O.C.
MS	MISCANTHUS SINENSIS 'MY FAIR MAIDEN'	MAIDEN GRASS	135	#1	36" O.C.
NE	NEPETA "WALKER'S LOW"	CATMINT	412	#1	24" O.C.
SS	SCHIZACHYRIUM SCOPARIUM 'PRAIRIE BLUES'	LITTLEBLUE STEM	488	#1	18" O.C.

SEEDING

RESTORATION MIX
NEW ENGLAND CONSERVATION/WILDLIFE MIX
MFR: NEW ENGLAND WETLAND PLANTS
TOTAL AREA: TBD
APPLICATION RATE 25LBS/ACRE | 1750 SQ FT/LB
(SEEDING RATE MAY VARY DEPENDING ON TIME OF YEAR, SEE SPEC. SHEET FOR INSTRUCTIONS)

LAWN
WILDFLOWER FARM'S ECO-LAWN GRASS SEED
TOTAL AREA: TBD
ECO-LAWN IS A DROUGHT-RESISTANT GRASS THAT REQUIRES MOWING ONLY ONCE PER MONTH. EACH 5 POUND BAG OF SEED COVERS 1,000 SQUARE FEET. A THICK HEALTHY LAWN IS THE BEST DEFENCE AGAINST WEEDS, DISEASE, DROUGHT AND INSECT DAMAGE.

SITE KEYNOTES:

		DETAIL / SHEET
1.0	PAVEMENTS, RAMPS, CURBS	
1.1	ASPHALT PAVING - PEDESTRIAN	1/L3-00
1.2	CONCRETE PAVER	2/L3-00
1.3	STONEDUST PATH	3/L3-00
1.4	GRASS PAVERS	4/L3-01
2.0	JOINTING	
X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS	
3.1	C.I.P. STEPS	6/L3-00
4.0	SITE WALLS/ EMBANKMENTS	
X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNITURE	
5.1	STONE BENCH	3/L3-01
5.2	BIKE RACK	1/L3-01
6.0	RAILINGS, BARRIERS, FENCING	
6.1	HANDRAIL	5/L3-00
7.0	SITE LIGHTING	
7.1	LIGHT POLE BASE	2/L3-01
8.0	DRAINAGE	
X.X	NOT USED AT THIS TIME	X/XX-XX
9.0	PLANTING AND LANDSCAPE	
9.1	DECIDUOUS TREE PLANTING	1/L3-02
9.2	MULTI-STEM TREE PLANTING	2/L3-02
9.3	EVERGREEN TREE PLANTING	3/L3-02
9.4	SHRUBS PLANTING	4/L3-02
9.5	PERENNIAL PLANTING	5/L3-02
9.6	TREE PROTECTION	6/L3-02
9.7	METAL EDGING	4/L3-00
10.0	MISCELLANEOUS ELEMENTS	

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SEAL

PROJECT TITLE

DOUGHERTY COMMONS
PORTLAND, ME

PREPARED FOR

SZANTON COMPANY
AND
MAINE COMMUNITY
DEVELOPMENT
PARTNERS

REVISIONS	DATE
SITE PLAN REVIEW	01/07/22
SITE PLAN REVIEW	04/26/22
SITE PLAN REVIEW	05/13/22
SITE PLAN AMMENDMENT	11/01/22

ISSUE DATE

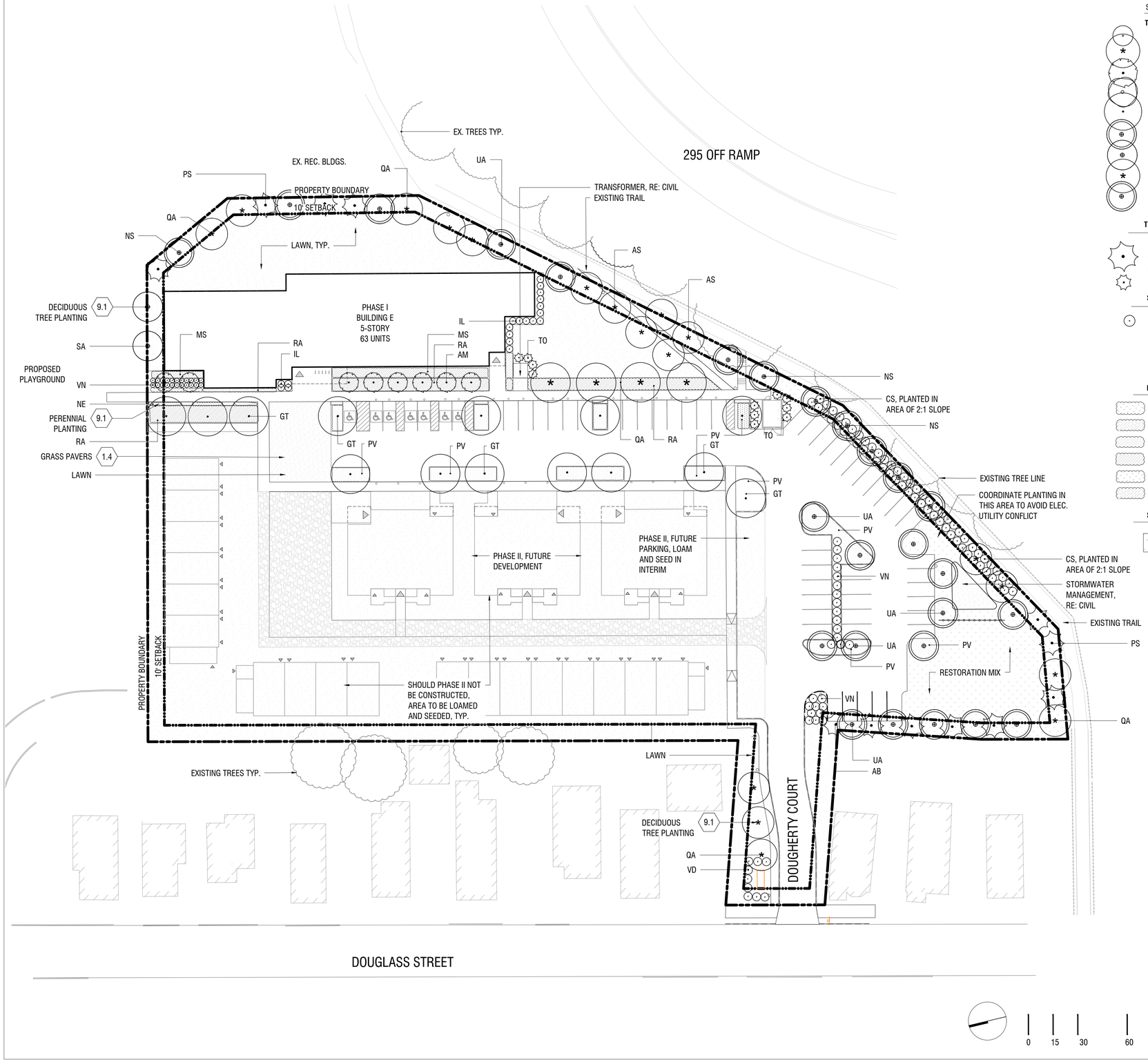
SITE PLAN
AMENDMENT
NOVEMBER 14, 2022

SHEET TITLE

PLANTING PLAN
OVERALL SITE

SHEET INFORMATION

L 2-00
NOT FOR CONSTRUCTION



PLANT LIST

SYMB.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES					
AF	ACER X FREEMANII 'ARMSTRONG'	UPRIGHT ARMSTRONG MAPLE	0	2.5" CAL. MIN.	PER PLAN
AS	ACER SACCHARUM	SUGAR MAPLE	6	2.5" CAL. MIN.	PER PLAN
AM	AMELANCHIER CANADENSIS	SERVICEBERRY (MULTI-STEM)	8	2.5" CAL. MIN.	PER PLAN
CJ	CERCIDIPHYLLUM JAPONICUM	KATSURA	0	2.5" CAL. MIN.	PER PLAN
GT	GLEDITSIA TRIACANTHOS X INERMIS	HONEY LOCUST	14	2.5" CAL. MIN.	PER PLAN
NS	NYSSA SYLVATICA	BLACK TUPELO	10	2.5" CAL. MIN.	PER PLAN
SA	SORBUS ALNIFOLIA	MOUNTAIN ASH	2	2.5" CAL. MIN.	PER PLAN
QA	QUERCUS ALBA	WHITE OAK	16	2.5" CAL. MIN.	PER PLAN
UA	ULMUS AMERICANA	AMERICAN ELM	16	2.5" CAL. MIN.	PER PLAN
TREES - EVERGREEN					
AB	ABIES FRASERI	FRASER FIR	5	7-8'	PER PLAN
PS	PINUS STROBUS	WHITE PINE	6	7-8'	PER PLAN
PO	PICEA OMORIKA	SERBIAN SPRUCE	0	7-8'	PER PLAN
TO	THUJA OCCIDENTALIS 'TECHNY'	ARBORVITAE	11	6-7'	PER PLAN
SHRUBS					
CS	CORNUS SERICEA	RED-TWIG DOGWOOD	64	#5	PER PLAN
IL	ILLEX GLABRA 'SHAMROCK'	INKBERRY	19	#5	PER PLAN
RA	RHUS AROMATICA	LOW-GRO SUMAC	270	#2	PER PLAN
VD	VIBURNUM DENTATUM 'CHICAGO LUSTRE"	ARROWWOOD VIBURNUM	9	#5	PER PLAN
VN	VIBURNUM NUDUM 'WINTERTHUR'	SMOOTH VIBURNUM	47	#5	PER PLAN
PERENNIALS AND ORNAMENTAL GRASSES					
AH	AMSONIA HUBRICHTII	BLUE STAR	0	#1	PER PLAN
CA	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	0	#1	PER PLAN
PV	PANICUM VIRGATUM 'ROTSTRAHLBUSCH'	SWITCH GRASS	380	#1	PER PLAN
MS	MISCANTHUS SINENSIS 'MY FAIR MAIDEN'	MAIDEN GRASS	70	#1	PER PLAN
NE	NEPETA "WALKER'S LOW"	CATMINT	27	#1	PER PLAN
SS	SCHIZACHYRIUM SCOPARIUM 'PRAIRIE BLUES'	LITTLEBLUE STEM	0	#1	PER PLAN

SEEDING

RESTORATION MIX
NEW ENGLAND CONSERVATION/WILDLIFE MIX
MFR: NEW ENGLAND WETLAND PLANTS
TOTAL AREA: TBD
APPLICATION RATE 25LBS/ACRE | 1750 SQ FT/LB
(SEEDING RATE MAY VARY DEPENDING ON TIME OF YEAR, SEE SPEC. SHEET FOR INSTRUCTIONS)

LAWN
WILDFLOWER FARM'S ECO-LAWN GRASS SEED
TOTAL AREA: TBD
ECO-LAWN IS A DROUGHT-RESISTANT GRASS THAT REQUIRES MOWING ONLY ONCE PER MONTH. EACH 5 POUND BAG OF SEED COVERS 1,000 SQUARE FEET. A THICK HEALTHY LAWN IS THE BEST DEFENCE AGAINST WEEDS, DISEASE, DROUGHT AND INSECT DAMAGE.

SITE KEYNOTES:

		DETAIL / SHEET
1.0	PAVEMENTS, RAMPS, CURBS	
1.1	ASPHALT PAVING - PEDESTRIAN	1/L3-00
1.2	CONCRETE PAVER	2/L3-00
1.3	STONEDUST PATH	3/L3-00
1.4	GRASS PAVERS	4/L3-01
2.0	JOINTING	
X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS	
3.1	C.I.P. STEPS	6/L3-00
4.0	SITE WALLS/ EMBANKMENTS	
X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNITURE	
5.1	STONE BENCH	3/L3-01
5.2	BIKE RACK	1/L3-01
6.0	RAILINGS, BARRIERS, FENCING	
6.1	HANDRAIL	5/L3-00
7.0	SITE LIGHTING	
7.1	LIGHT POLE BASE	2/L3-01
8.0	DRAINAGE	
X.X	NOT USED AT THIS TIME	X/XX-XX
9.0	PLANTING AND LANDSCAPE	
9.1	DECIDUOUS TREE PLANTING	1/L3-02
9.2	MULTI-STEM TREE PLANTING	2/L3-02
9.3	EVERGREEN TREE PLANTING	3/L3-02
9.4	SHRUBS PLANTING	4/L3-02
9.5	PERENNIAL PLANTING	5/L3-02
9.6	TREE PROTECTION	6/L3-02
9.7	METAL EDGING	4/L3-00
10.0	MISCELLANEOUS ELEMENTS	

ACETO LANDSCAPE ARCHITECTS
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SEAL

PROJECT TITLE

DOUGHERTY COMMONS
INTERIM PHASE 1
PORTLAND, ME

PREPARED FOR

SZANTON COMPANY

REVISIONS	DATE
SITE PLAN REVIEW	01/07/22
SITE PLAN REVIEW	04/26/22
SITE PLAN REVIEW	05/13/22

ISSUE DATE

SITE PLAN AMENDMENT
NOVEMBER 14, 2022

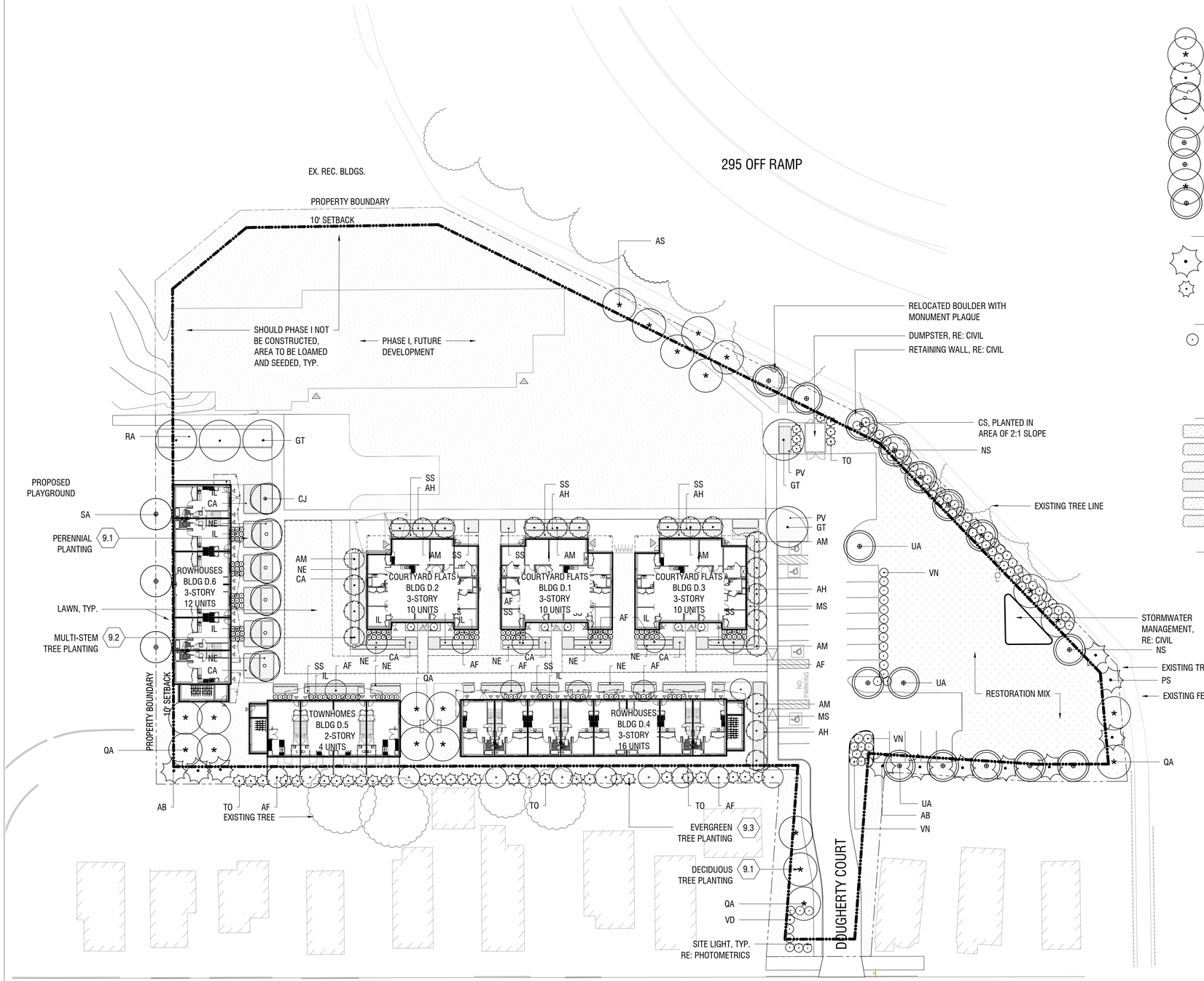
SHEET TITLE

PLANTING PLAN
PHASE 1

SHEET INFORMATION

L 2-01

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PLANT LIST

SYMB.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES					
AF	ACER X FREEMANII 'ARMSTRONG'	UPRIGHT ARMSTRONG MAPLE	22	2.5" CAL. MIN.	PER PLAN
AS	ACER SACCHARUM	SUGAR MAPLE	6	2.5" CAL. MIN.	PER PLAN
AM	AMELANCHIER CANADENSIS	SERVICEBERRY (MULTI-STEM)	21	2.5" CAL. MIN.	PER PLAN
CJ	CERCIDIPHYLLUM JAPONICUM	KATSURA	6	2.5" CAL. MIN.	PER PLAN
GT	GLEDITSIA TRIACANTHOS X INERMIS	HONEY LOCUST	5	2.5" CAL. MIN.	PER PLAN
NS	NYSSA SYLVATICA	BLACK TUPELO	8	2.5" CAL. MIN.	PER PLAN
SA	SORBUS ALNIFOLIA	MOUNTAIN ASH	3	2.5" CAL. MIN.	PER PLAN
QA	QUERCUS ALBA	WHITE OAK	15	2.5" CAL. MIN.	PER PLAN
UA	ULMUS AMERICANA	AMERICAN ELM	8	2.5" CAL. MIN.	PER PLAN
TREES - EVERGREEN					
AB	ABIES FRASERI	FRASER FIR	8	7-8'	PER PLAN
PS	PINUS STROBUS	WHITE PINE	3	7-8'	PER PLAN
PO	PICEA OMORIKA	SERBIAN SPRUCE	0	7-8'	PER PLAN
TO	THUJA OCCIDENTALIS 'TECHNY'	ARBORVITAE	34	6-7'	PER PLAN
SHRUBS					
CS	CORNUS SERICEA	RED-TWIG DOGWOOD	64	#5	PER PLAN
IL	ILLEX GLABRA 'SHAMROCK'	INKBERRY	135	#5	PER PLAN
RA	RHUS AROMATICA	LOW-GRO SUMAC	65	#2	PER PLAN
VD	VIBURNUM DENTATUM 'CHICAGO LUSTRE"	ARROWWOOD VIBURNUM	9	#5	PER PLAN
VN	VIBURNUM NUDUM 'WINTERTHUR'	SMOOTH VIBURNUM	24	#5	PER PLAN
PERENNIALS AND ORNAMENTAL GRASSES					
AH	AMSONIA HUBRICHTII	BLUE STAR	105	#1	PER PLAN
CA	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	630	#1	PER PLAN
PV	PANICUM VIRGATUM 'ROTSTRAHLBUSCH'	SWITCH GRASS	50	#1	PER PLAN
MS	MISCANTHUS SINENSIS 'MY FAIR MAIDEN'	MAIDEN GRASS	65	#1	PER PLAN
NE	NEPETA "WALKER'S LOW"	CATMINT	385	#1	PER PLAN
SS	SCHIZACHYRIUM SCOPARIUM 'PRAIRIE BLUES'	LITTLEBLUE STEM	488	#1	PER PLAN

SEEDING

RESTORATION MIX
NEW ENGLAND CONSERVATION/WILDLIFE MIX
MFR: NEW ENGLAND WETLAND PLANTS
TOTAL AREA: TBD
APPLICATION RATE 25LBS/ACRE | 1750 SQ FT/LB
(SEEDING RATE MAY VARY DEPENDING ON TIME OF YEAR, SEE SPEC. SHEET FOR INSTRUCTIONS)

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SITE KEYNOTES:

1.0	PAVEMENTS, RAMPS, CURBS		DETAIL / SHEET
	1.1	ASPHALT PAVING - PEDESTRIAN	1/L3-00
	1.2	CONCRETE PAVER	2/L3-00
	1.3	STONEDUST PATH	3/L3-00
	1.4	GRASS PAVERS	4/L3-01
2.0	JOINTING		
	X.X	NOT USED AT THIS TIME	X/XX-XX
3.0	STEPS		
	3.1	C.I.P. STEPS	6/L3-00
4.0	SITE WALLS/ EMBANKMENTS		
	X.X	NOT USED AT THIS TIME	X/XX-XX
5.0	SITE FURNITURE		
	5.1	STONE BENCH	3/L3-01
	5.2	BIKE RACK	1/L3-01
6.0	RAILINGS, BARRIERS, FENCING		
	6.1	HANDRAIL	5/L3-00
7.0	SITE LIGHTING		DETAIL / SHEET
	7.1	LIGHT POLE BASE	2/L3-01
8.0	DRAINAGE		
	X.X	NOT USED AT THIS TIME	X/XX-XX
9.0	PLANTING AND LANDSCAPE		
	9.1	DECIDUOUS TREE PLANTING	1/L3-02
	9.2	MULTI-STEM TREE PLANTING	2/L3-02
	9.3	EVERGREEN TREE PLANTING	3/L3-02
	9.4	SHRUBS PLANTING	4/L3-02
	9.5	PERENNIAL PLANTING	5/L3-02
	9.6	TREE PROTECTION	6/L3-02
	9.7	METAL EDGING	4/L3-00
10.0	MISCELLANEOUS ELEMENTS		

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SEAL

PROJECT TITLE

DOUGHERTY COMMONS
INTERIM PHASE 2
PORTLAND, ME

PREPARED FOR

MAINE CO-OPERATIVE DEVELOPMENT PARTNERS

REVISIONS	DATE
SITE PLAN REVIEW	01/07/22
SITE PLAN REVIEW	04/26/22
SITE PLAN REVIEW	05/13/22

ISSUE DATE

SITE PLAN AMENDMENT
NOVEMBER 14, 2022

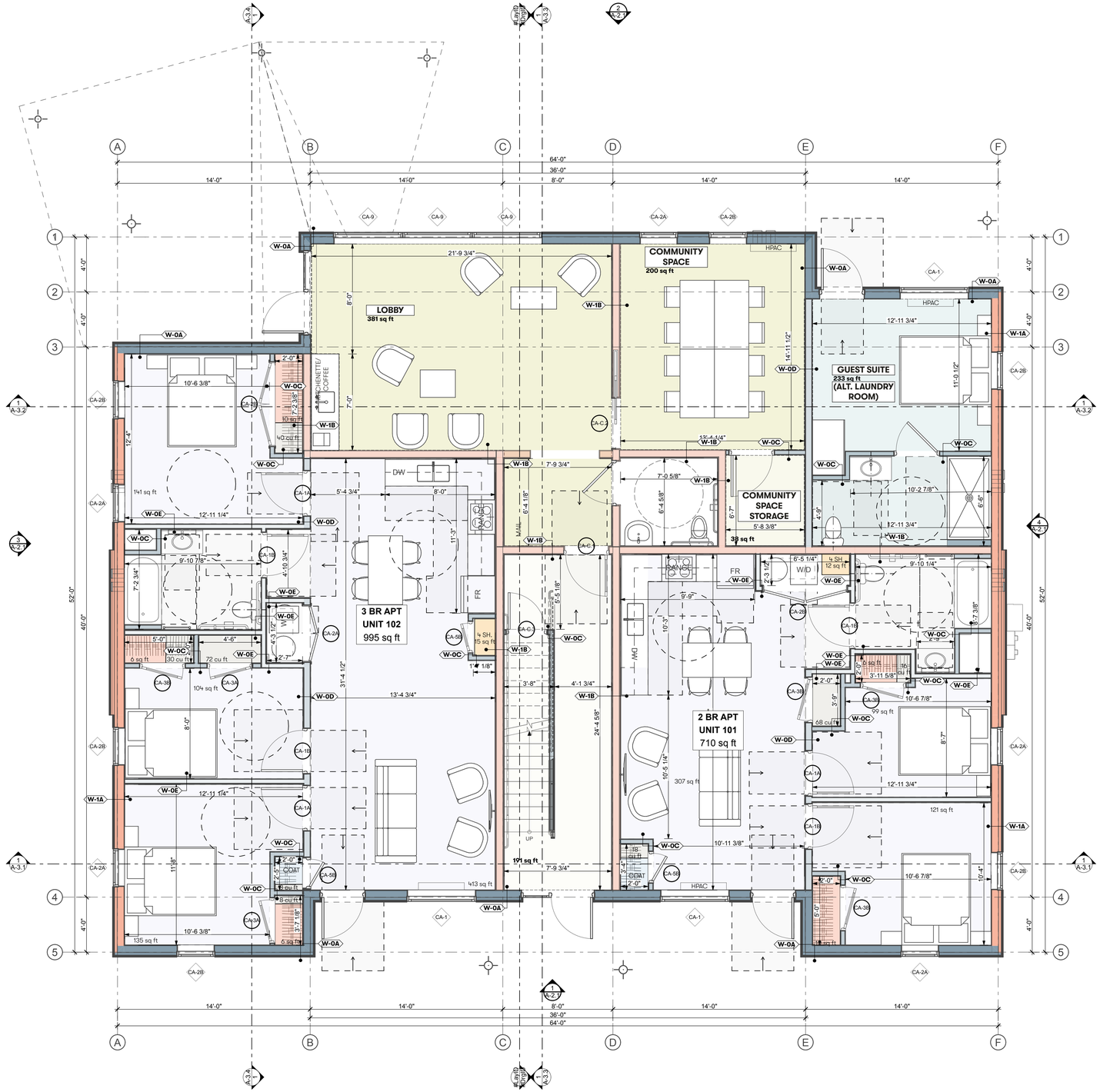
SHEET TITLE

PLANTING PLAN
PHASE 2

SHEET INFORMATION

L 2-02
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BUILDING: D.1



1 GROUND FLOOR: GUEST SUITE

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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PROJECT

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p: 207 775-2655

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p: 207 221-3390

STRUCTURAL
Trillium Engineering
189 Main Street, Suite 200
Yarmouth, ME 04096
p: 207 307-0872

ELECTRICAL
MEGA Engineering
p: 207 749-4514

MECHANICAL & PLUMBING
Fuss & O'Neill, Inc.
5 Fletcher Street, Suite 1
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p: 617 282-4675

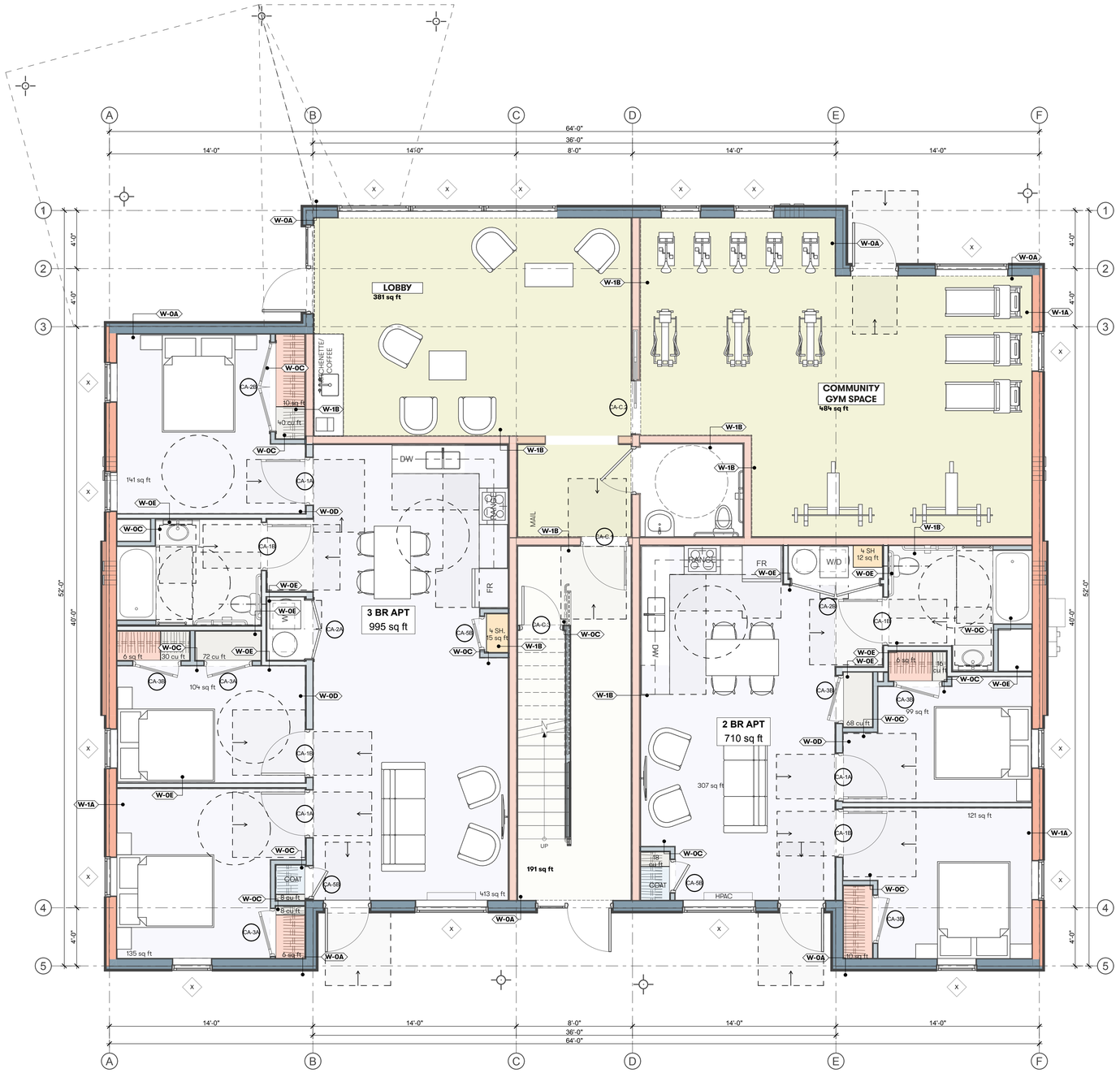
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PROJECT	MCP
DATE	4/7/23
REVISED 1	
REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED GROUND FLOOR PLAN: COMMUNITY FLATS, 10-UNIT/11-UNIT

A-1.2

BUILDING: D.2



1 GROUND FLOOR: GYM

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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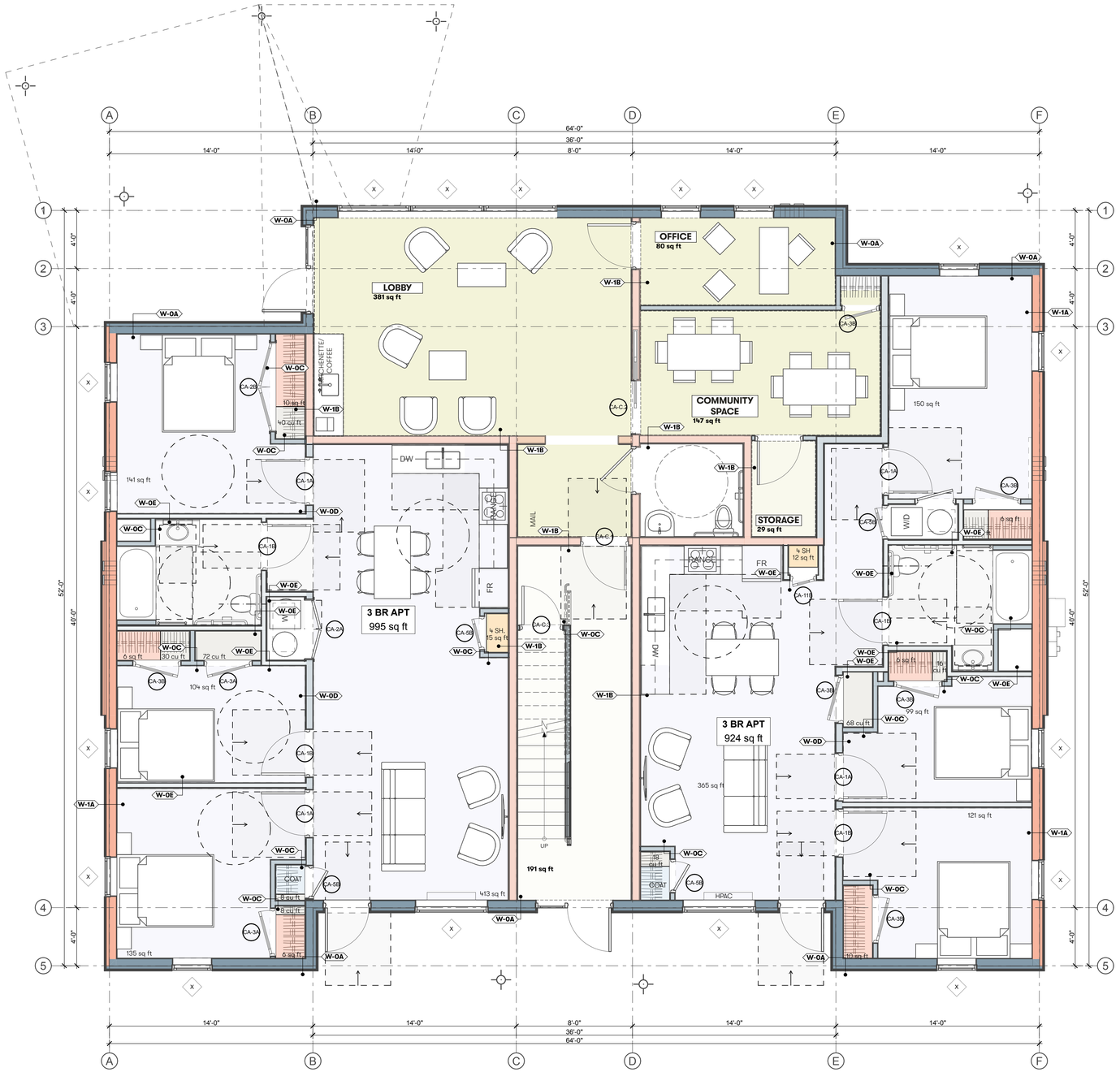
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PROJECT	MCP
DATE	4/7/23
REVISED 1	
REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED GROUND FLOOR PLAN: COMMUNITY FLATS, 10-UNIT/11-UNIT

A-1.3

BUILDING: D.3



1 GROUND FLOOR: GYM

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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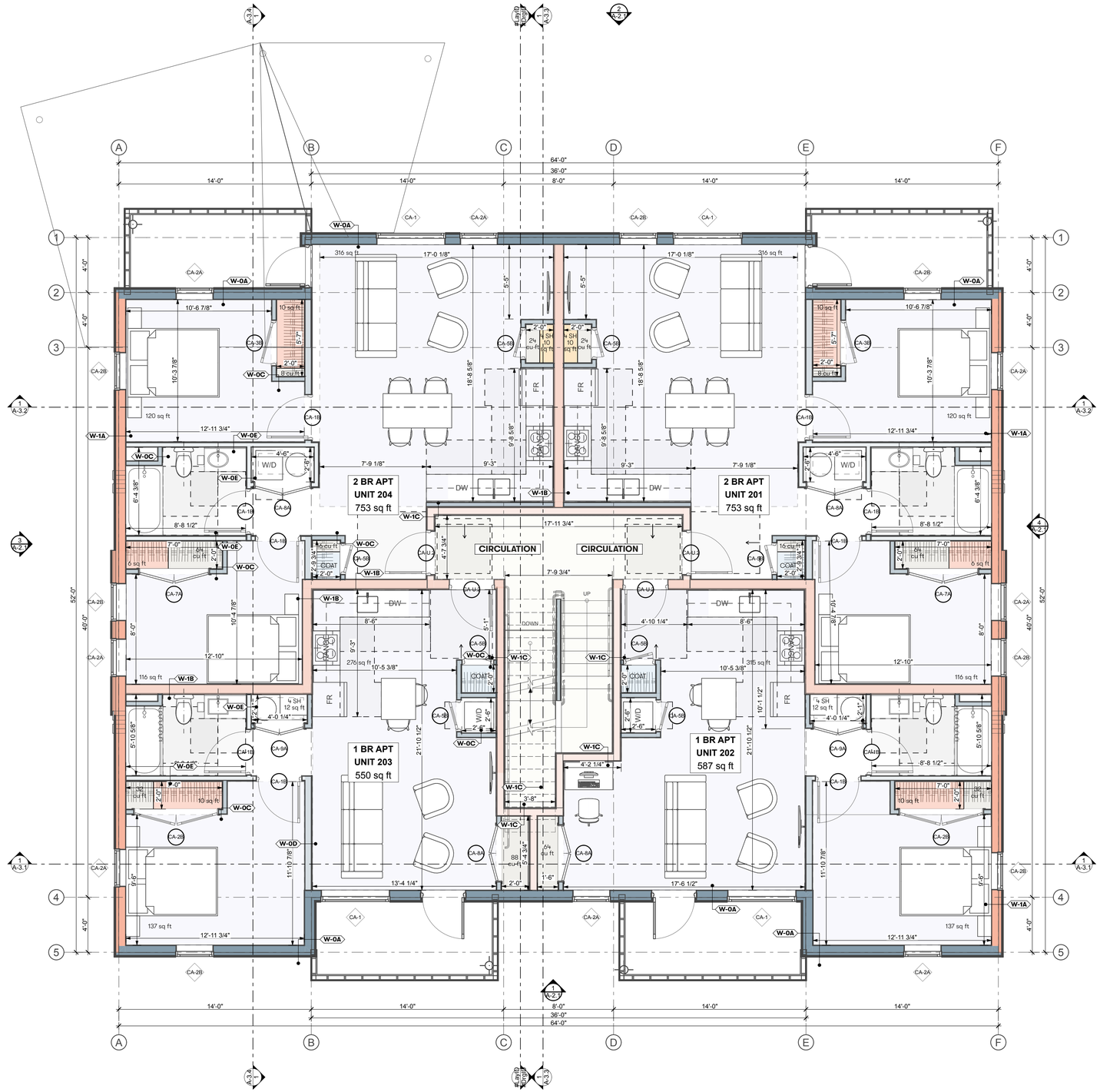
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PROJECT	MCP
DATE	4/7/23
REVISED 1	
REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED GROUND FLOOR PLAN: COMMUNITY FLATS, 10-UNIT/11-UNIT

A-1.4



1 2ND FLOOR
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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MEGA Engineering
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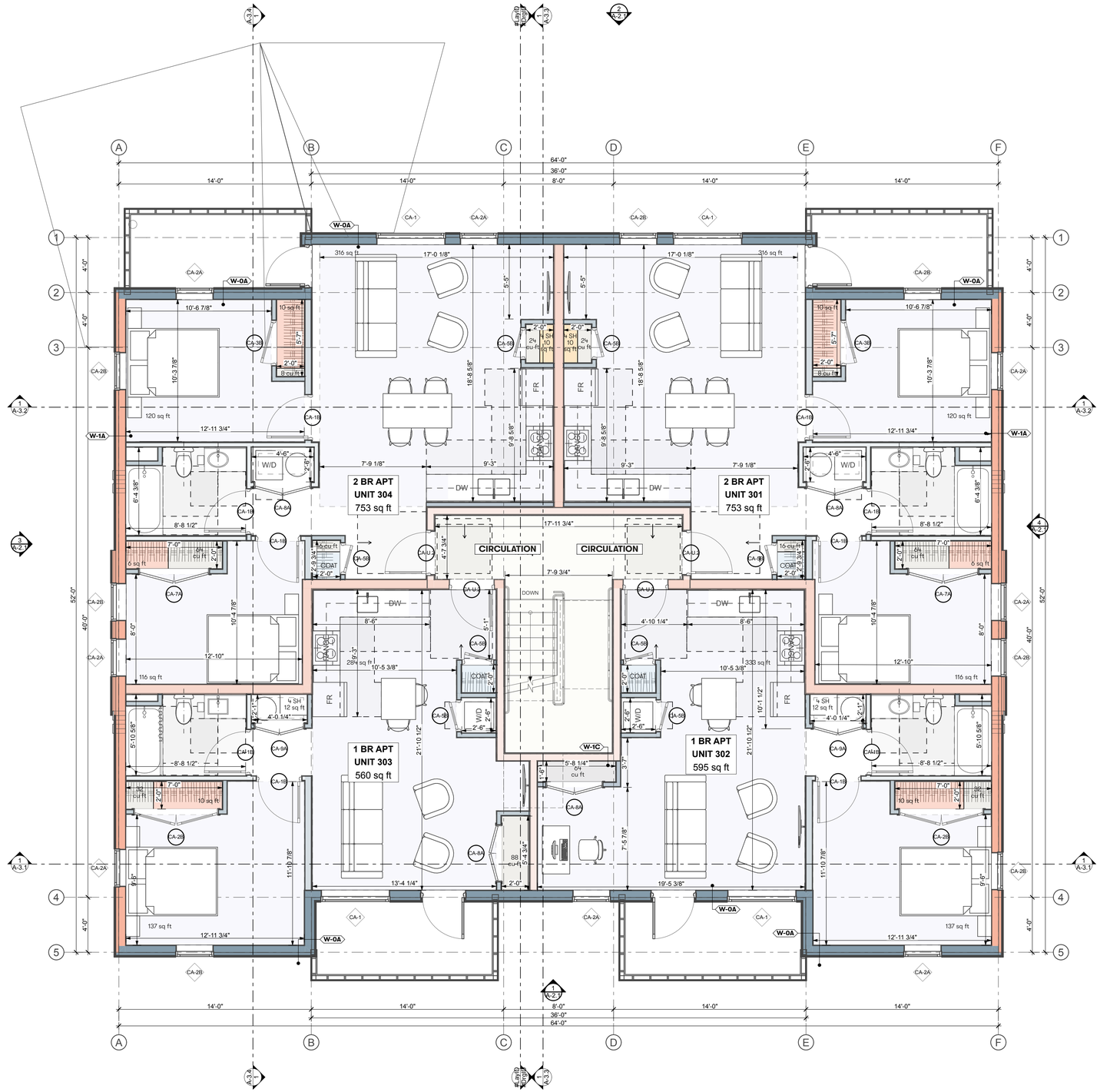
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PROJECT	MCP
DATE	4/7/23
REVISED 1	
REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED 2ND FLOOR PLAN: COMMUNITY FLATS, 10-UNIT/11-UNIT

A-1.5



1 3RD FLOOR
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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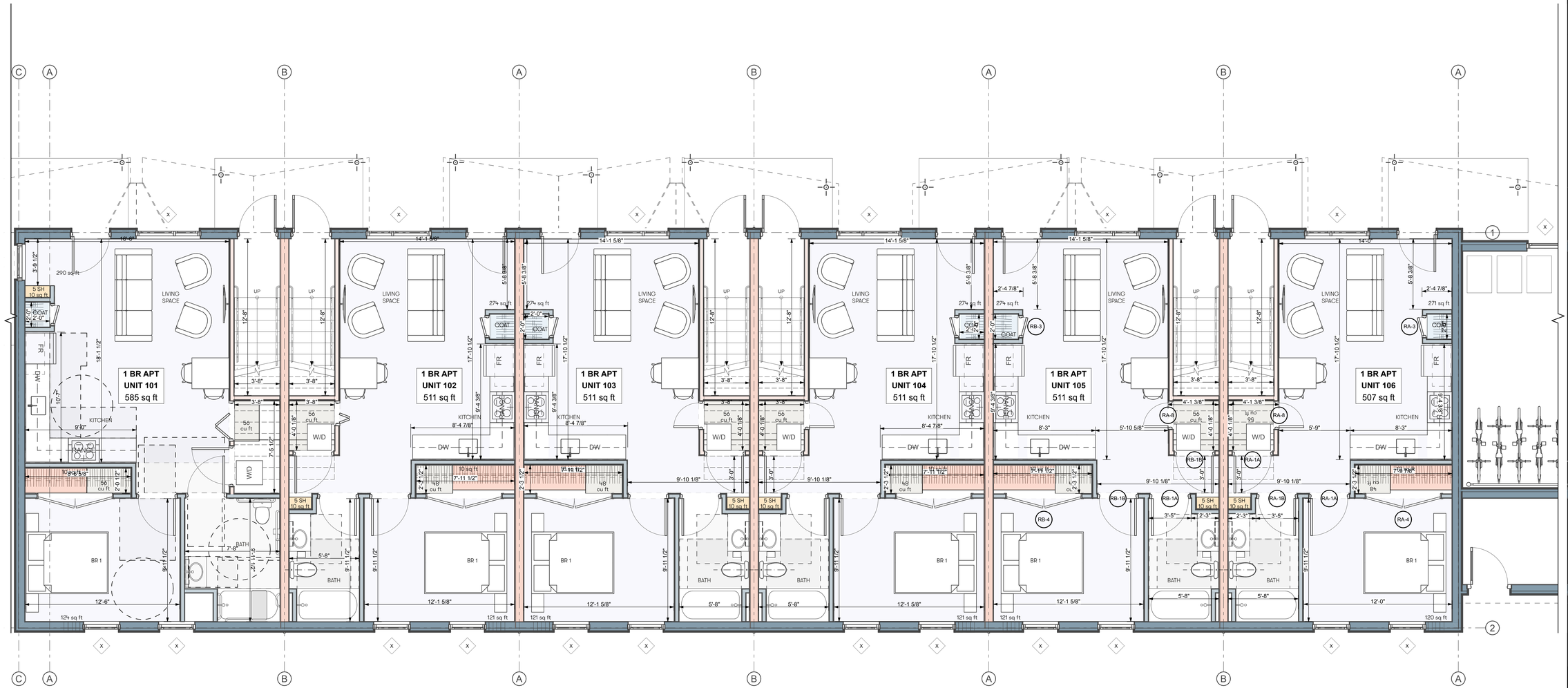
MECHANICAL & PLUMBING
Fuss & O'Neill, Inc.
5 Fletcher Street, Suite 1
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p: 617 282-4675

NOT FOR CONSTRUCTION

PROJECT	MCP
DATE	4/7/23
REVISED 1	
REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED 3RD FLOOR PLAN: COMMUNITY FLATS, 10-UNIT/11-UNIT

A-1.6



1 GROUND FLOOR

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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PROJECT

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Portland, ME 04101

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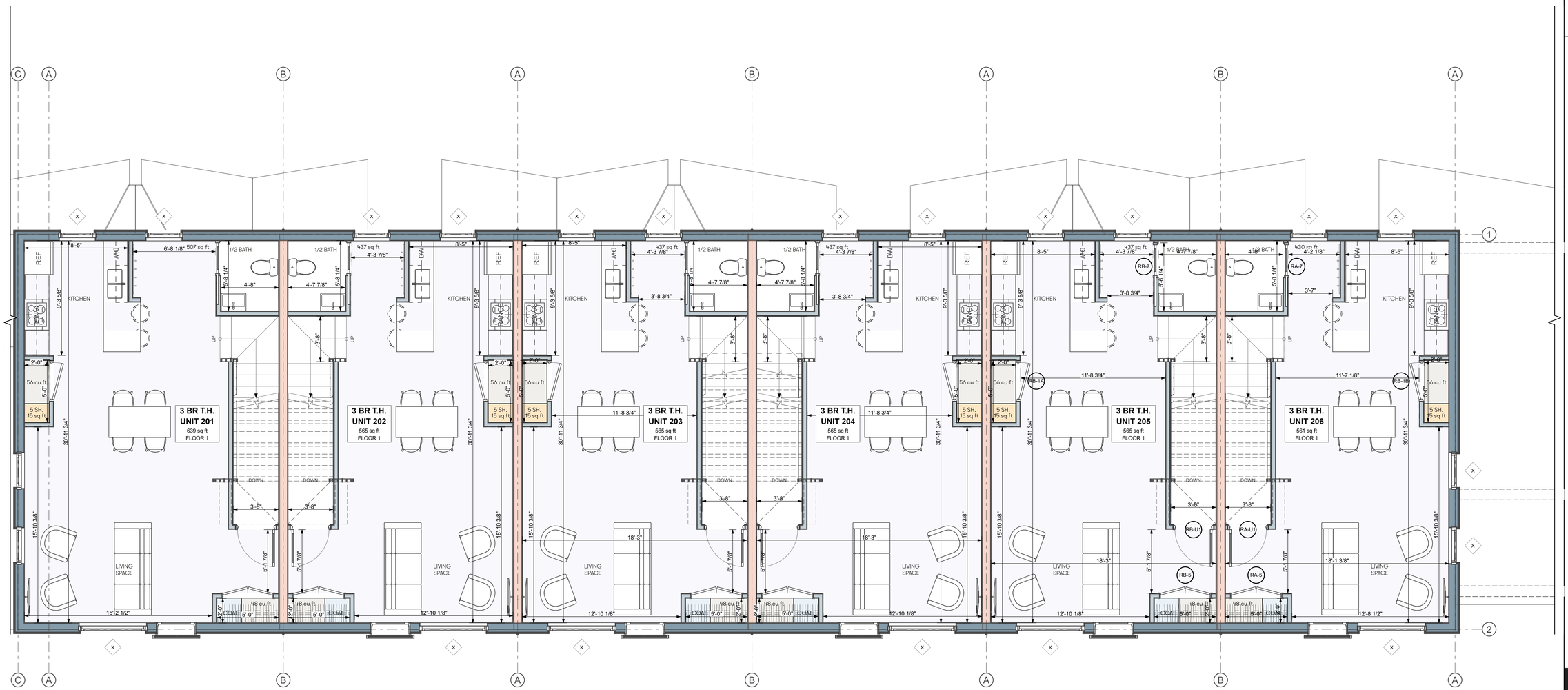
MECHANICAL & PLUMBING
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PROJECT	MCP
DATE	4/7/23
REVISED 1	
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DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED GROUND FLOOR PLAN: ROWHOMES, 12-UNIT

A-1.2



1 2ND FLOOR

SCALE: 1/4" = 1'-0"

0 2' 4' 8'

Kaplan Thompson Architects
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PROJECT

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Portland, ME 04101

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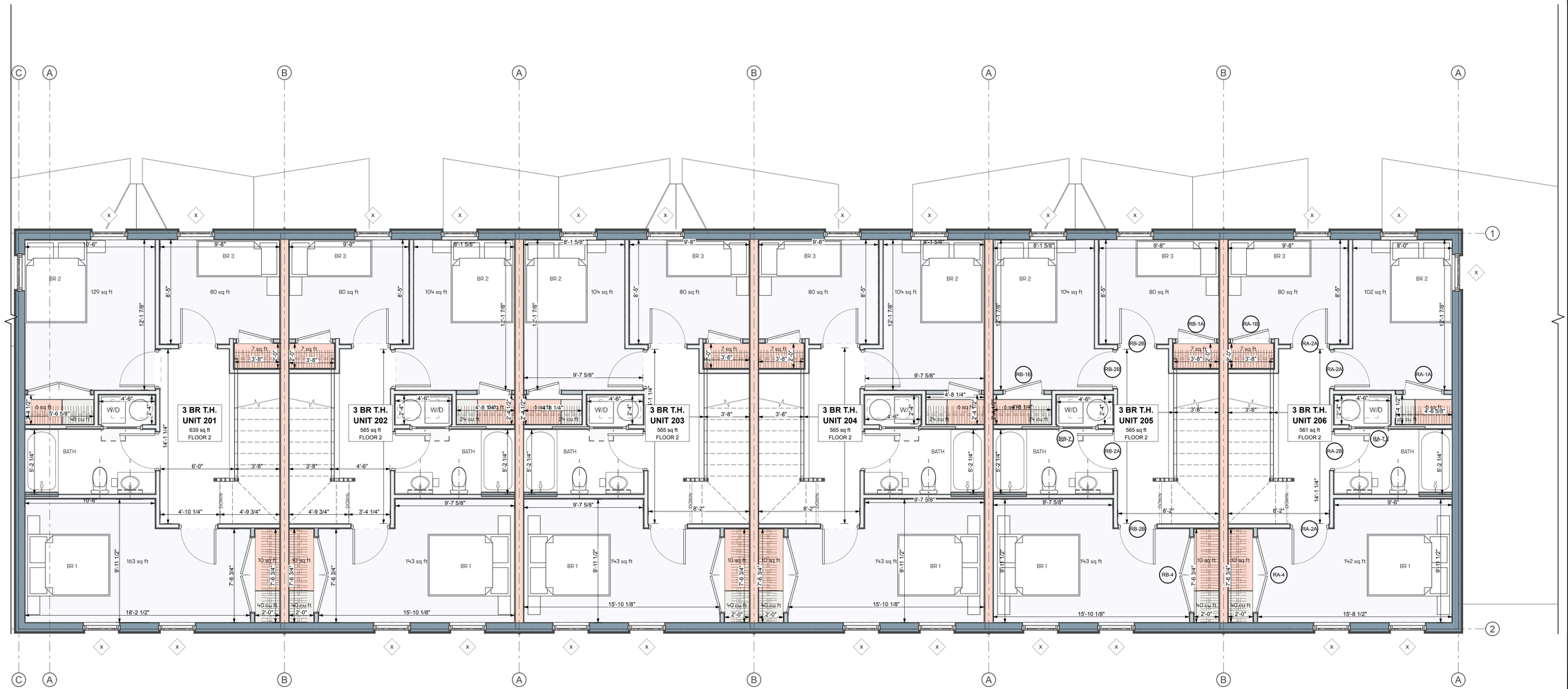
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PROJECT	MCP
DATE	4/7/23
REVISED 1	
REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED 2ND FLOOR PLAN: ROWHOMES, 12-UNIT

A-1.3



1 3RD FLOOR
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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PROJECT
Dougherty Commons

Portland, ME 04101

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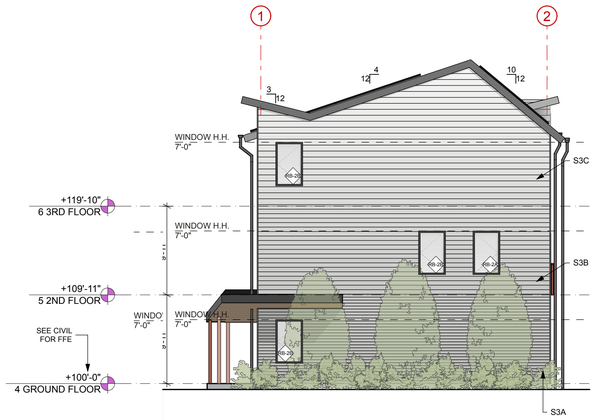
PROJECT	MCP
DATE	4/7/23
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REVISED 2	
DRAWN BY	AW, SS, CB, SN, MB
PHASE	Design Development

ENLARGED 3RD FLOOR PLAN: ROWHOMES, 12-UNIT

A-1.4

SIDING KEY			
S1	CEDAR SHIPLAP SIDING	**S4B**	TRADITIONAL LAP SIDING 5" REVEAL (COLOR B)
S2	BOARD AND BATTEN SIDING	**S4C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR B)
S3A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR A)	**S5A**	TRADITIONAL LAP SIDING 3" REVEAL (COLOR C)
S3B	TRADITIONAL LAP SIDING 5" REVEAL (COLOR A)	**S5B**	TRADITIONAL LAP SIDING 5" REVEAL (COLOR C)
S3C	TRADITIONAL LAP SIDING 8" REVEAL (COLOR A)	**S5C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR C)
S4A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR B)		

BUILDINGS: D.6



4 ROWHOME, SIDE ELEVATION

SCALE: 1/8" = 1'-0"

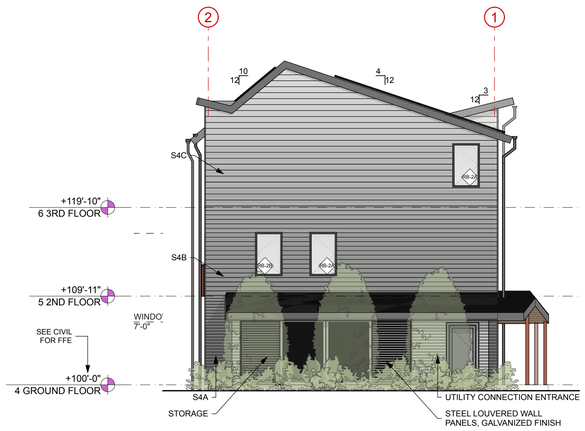
0 4' 8' 16'



2 ROWHOME, BACK ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'



3 ROWHOME, SIDE ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'



1 ROWHOME, ENTRY ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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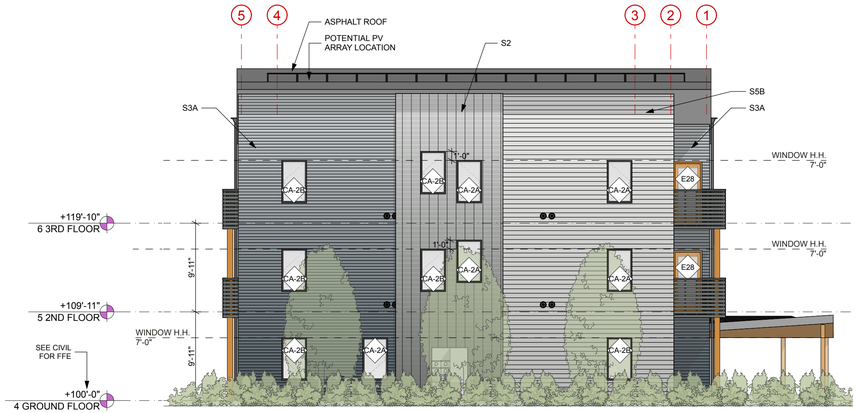
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ELEVATIONS: ROWHOMES, 12-UNIT

A-2.1

SIDING KEY			
S1	CEDAR SHIPLAP SIDING	**S4B**	TRADITIONAL LAP SIDING 5" REVEAL (COLOR B)
S2	BOARD AND BATTEN SIDING	**S4C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR B)
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S3C	TRADITIONAL LAP SIDING 8" REVEAL (COLOR A)	**S5C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR C)
S4A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR B)		



4 COMMUNITY FLATS, SIDE ELEVATION

SCALE: 1/8" = 1'-0"

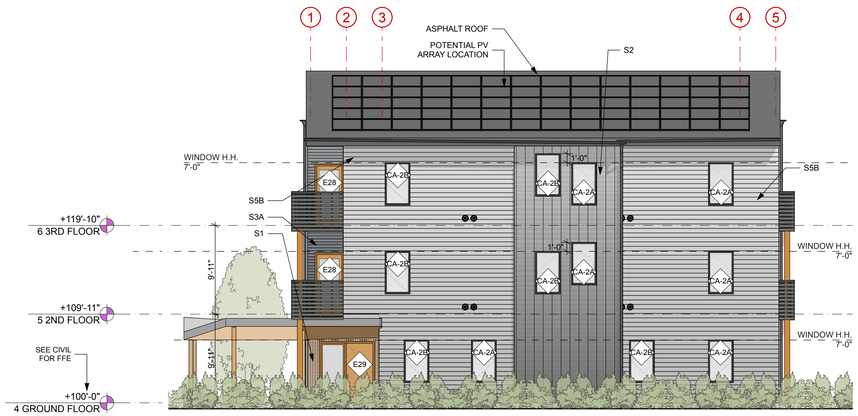
0 4' 8' 16'



2 COMMUNITY FLATS, ENTRY ELEVATION

SCALE: 1/8" = 1'-0"

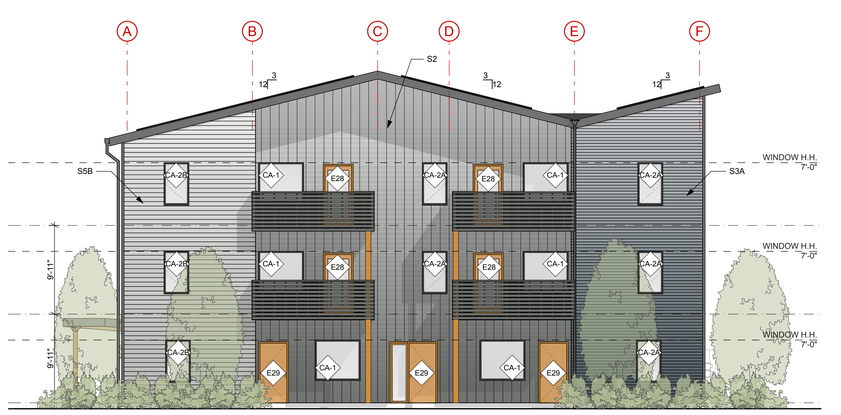
0 4' 8' 16'



3 COMMUNITY FLATS, SIDE ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'



1 COMMUNITY FLATS, PATIO ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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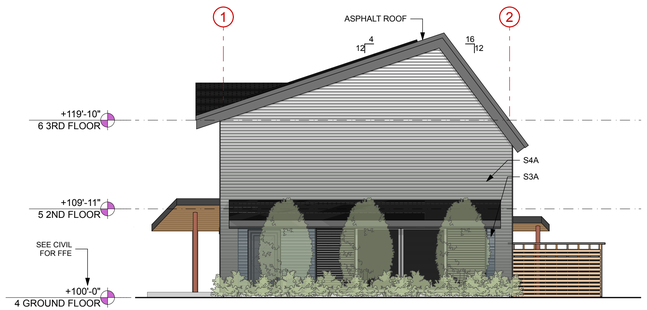
PROJECT	MCP
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PHASE	Design Development

ELEVATIONS: COMMUNITY FLATS, 10-UNIT/11-UNIT

A-2.1

SIDING KEY			
S1	CEDAR SHIPLAP SIDING	**S4B**	TRADITIONAL LAP SIDING 5" REVEAL (COLOR B)
S2	BOARD AND BATTEN SIDING	**S4C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR B)
S3A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR A)	**S5A**	TRADITIONAL LAP SIDING 3" REVEAL (COLOR C)
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S3C	TRADITIONAL LAP SIDING 8" REVEAL (COLOR A)	**S5C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR C)
S4A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR B)		

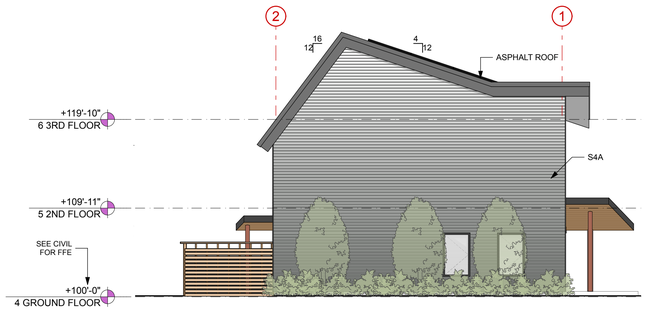
BUILDINGS: B.2



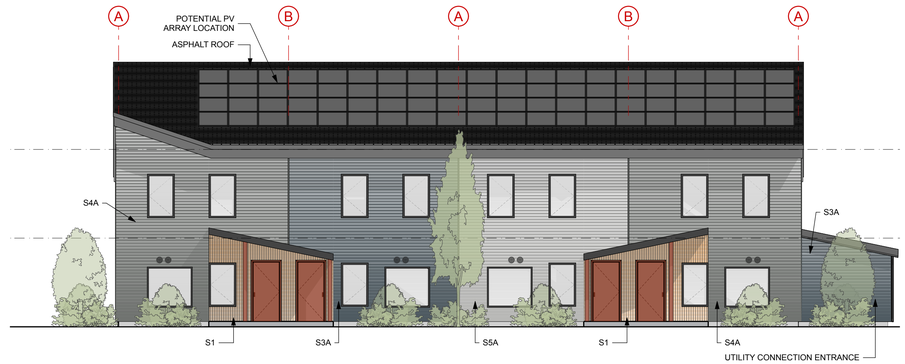
4 TOWNHOME, SIDE ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



2 TOWNHOME, BACK ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



3 TOWNHOME, SIDE ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'



1 TOWNHOME, ENTRY ELEVATION
SCALE: 1/8" = 1'-0"
0 4' 8' 16'

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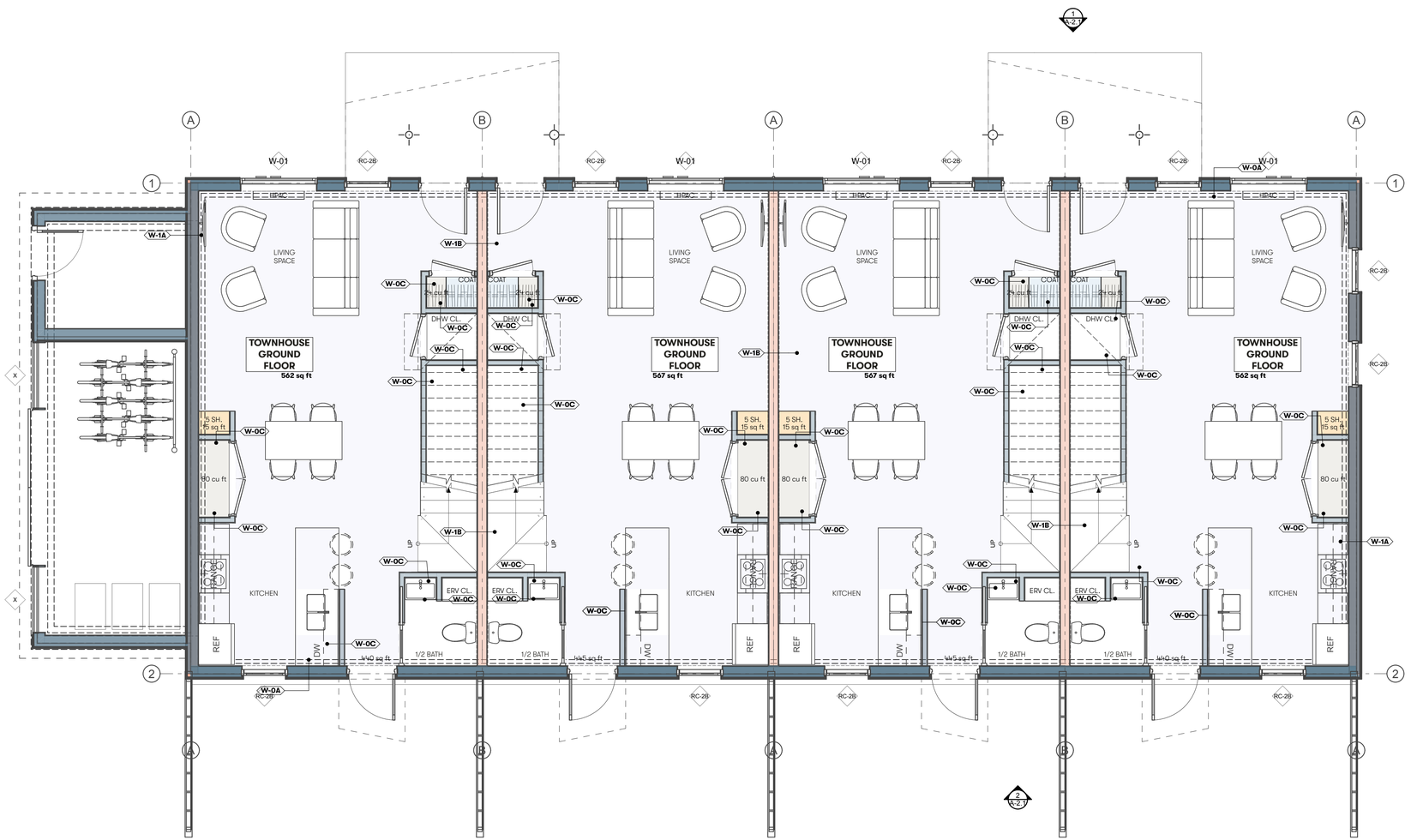
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ELEVATIONS: TOWNHOMES, 4-UNIT
A-2.1



1 GROUND FLOOR
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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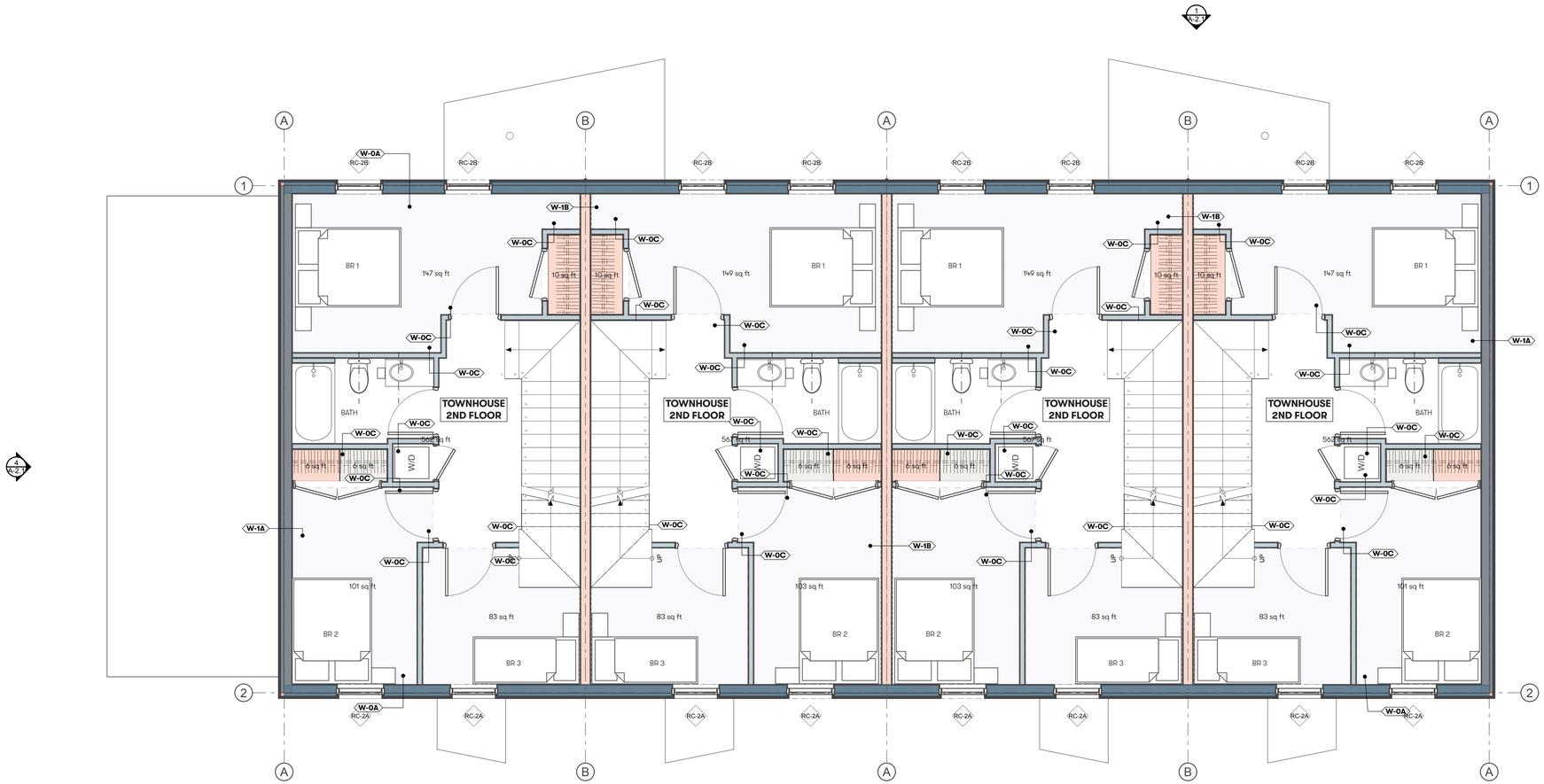
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PROJECT	MCP
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ENLARGED GROUND FLOOR PLAN: TOWNHOMES, 4-UNIT
A-1.2

BUILDINGS: B.2



1 2ND FLOOR
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

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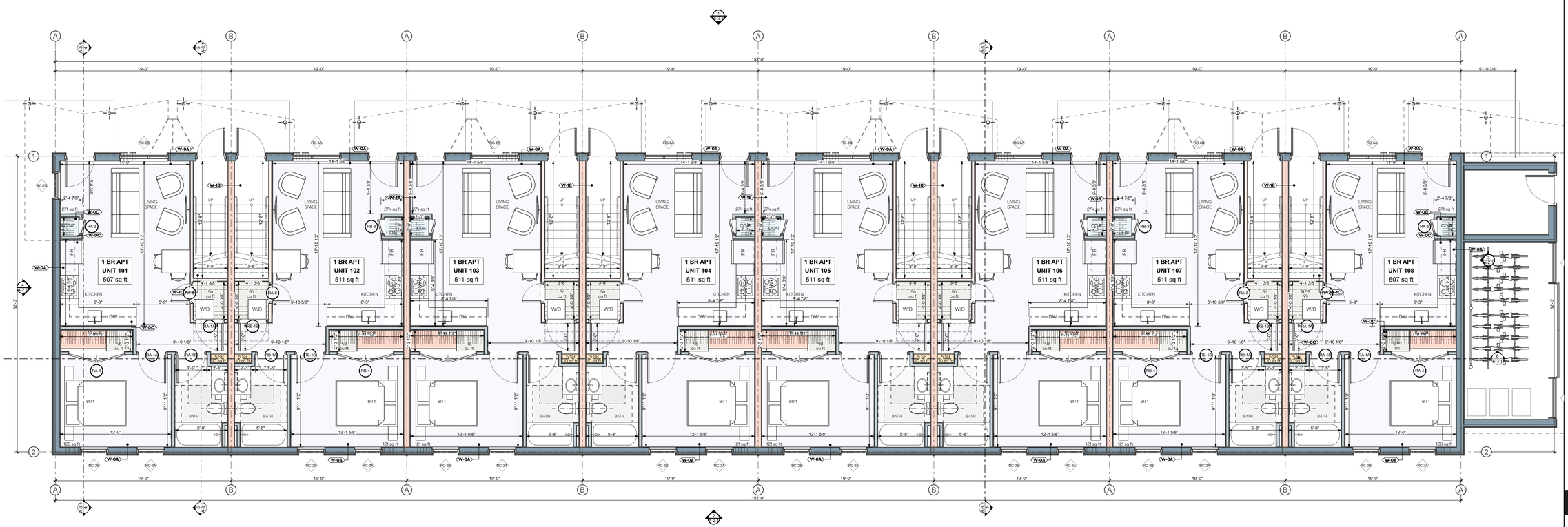
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ENLARGED 2ND FLOOR PLAN: TOWNHOMES, 4-UNIT
A-1.3



1 GROUND FLOOR

SCALE: 3/16" = 1'-0"

0 4' 8' 12'

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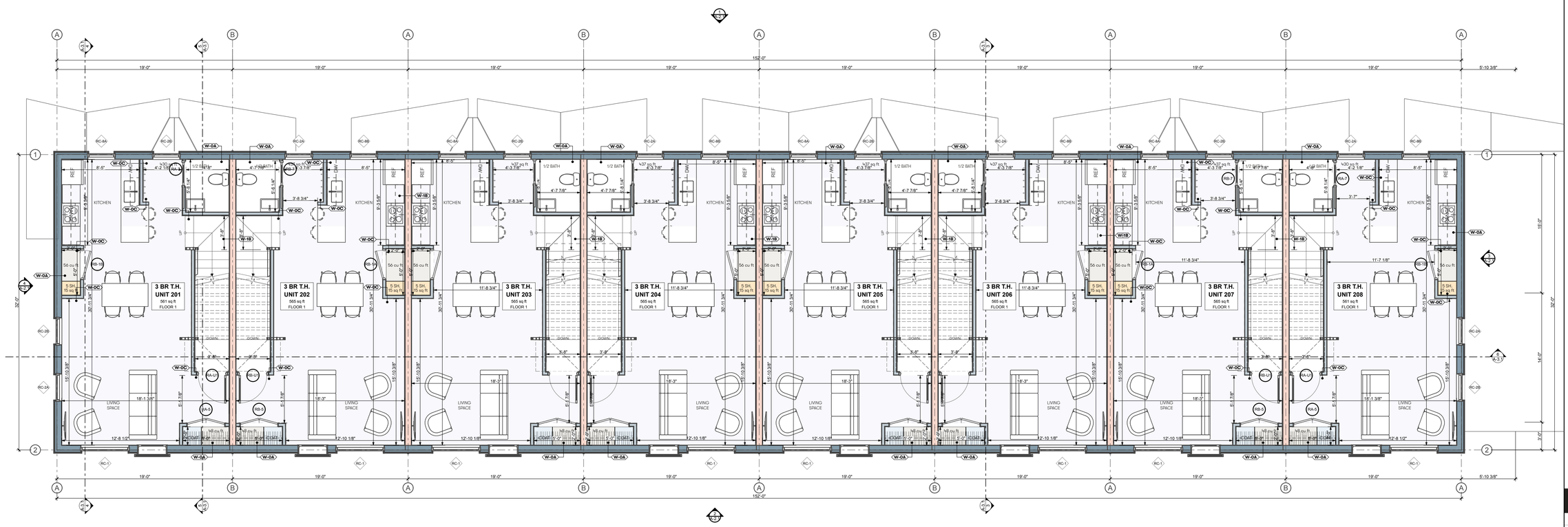
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PROJECT	MCP
DATE	4/7/23
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PHASE	Design Development

ENLARGED GROUND FLOOR PLAN: ROWHOMES, 16-UNIT

A-1.3

BUILDINGS: D.5



1 2ND FLOOR
SCALE: 3/16" = 1'-0"

0 4' 8' 12'

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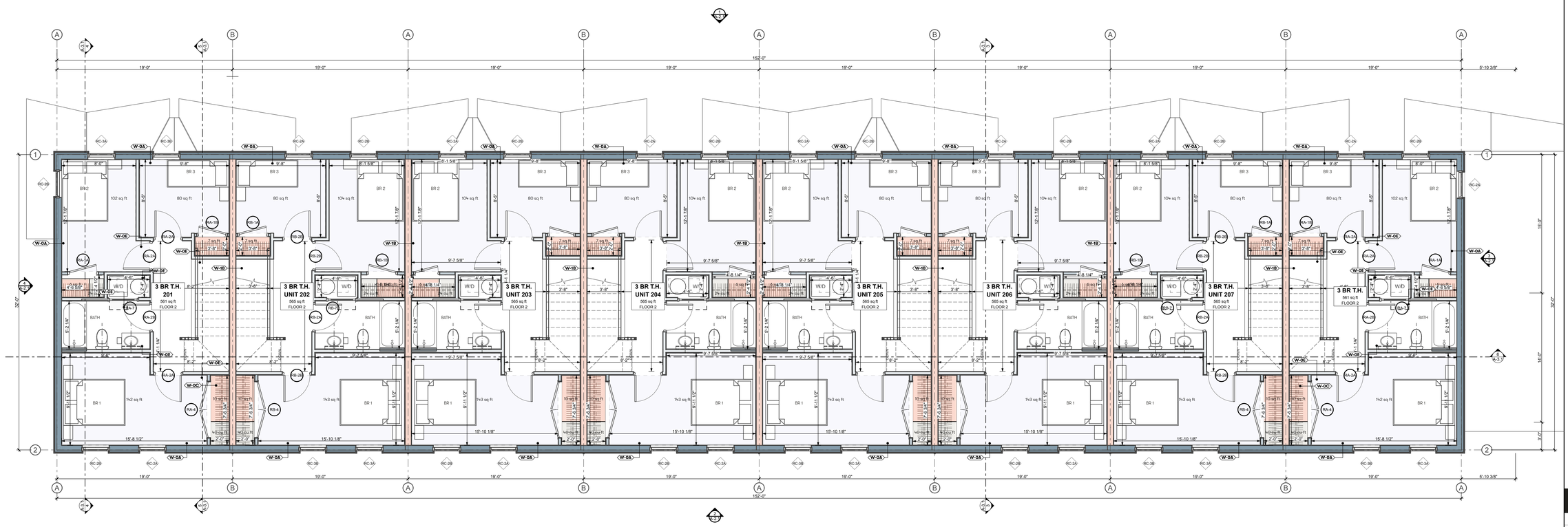
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PROJECT	MCP
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PHASE	Design Development

ENLARGED 2ND FLOOR PLAN: ROWHOMES, 16-UNIT

A-1.4

BUILDINGS: D.5



1 3RD FLOOR
SCALE: 3/16" = 1'-0"

0 4' 8' 12'

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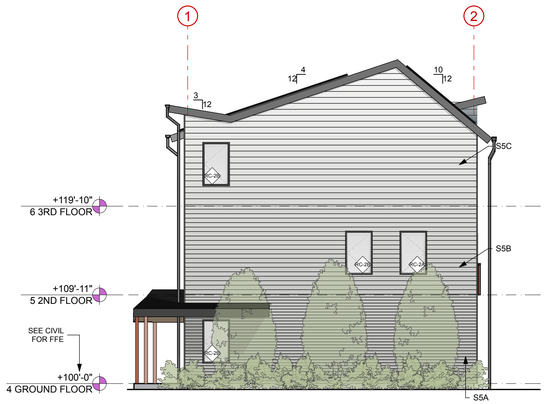
PROJECT	MCP
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PHASE	Design Development

ENLARGED 3RD FLOOR PLAN: ROWHOMES, 16-UNIT

A-1.5

BUILDINGS: D.5

SIDING KEY			
S1	CEDAR SHIPLAP SIDING	**S4B**	TRADITIONAL LAP SIDING 5" REVEAL (COLOR B)
S2	BOARD AND BATTEN SIDING	**S4C**	TRADITIONAL LAP SIDING 8" REVEAL (COLOR B)
S3A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR A)	**S5A**	TRADITIONAL LAP SIDING 3" REVEAL (COLOR C)
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S4A	TRADITIONAL LAP SIDING 3" REVEAL (COLOR B)		



4 ROWHOME, SIDE ELEVATION

SCALE: 1/8" = 1'-0"

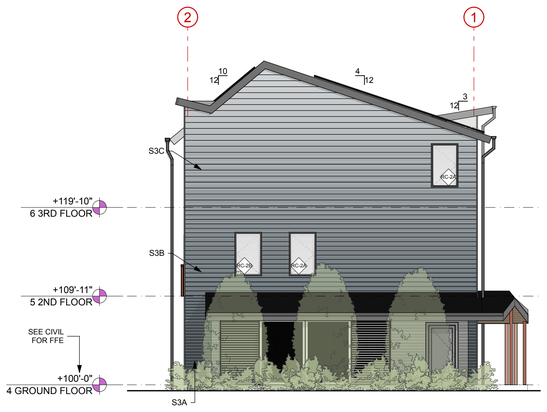
0 4' 8' 16'



2 ROWHOME, BACK ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'



3 ROWHOME, SIDE ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'



1 ROWHOME, ENTRY ELEVATION

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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ELEVATIONS: ROWHOMES, 16-UNIT

A-2.1

DOUGHERTY COMMONS

VIEW 1 - WOONERF

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN



DOUGHERTY COMMONS

VIEW 2 - WOONERF

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

DOUGHERTY COMMONS

VIEW 3 - COMMON

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

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VIEW 4 - COMMON

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN



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VIEW 5 - COMMON

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

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VIEW 6 - PATHWAY

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

DOUGHERTY COMMONS

VIEW 7 - PATHWAY

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

DOUGHERTY COMMONS

VIEW 8 - PATHWAY

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

DOUGHERTY COMMONS

VIEW 9 - VIEW FROM NEIGHBOR'S YARD

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

DOUGHERTY COMMONS

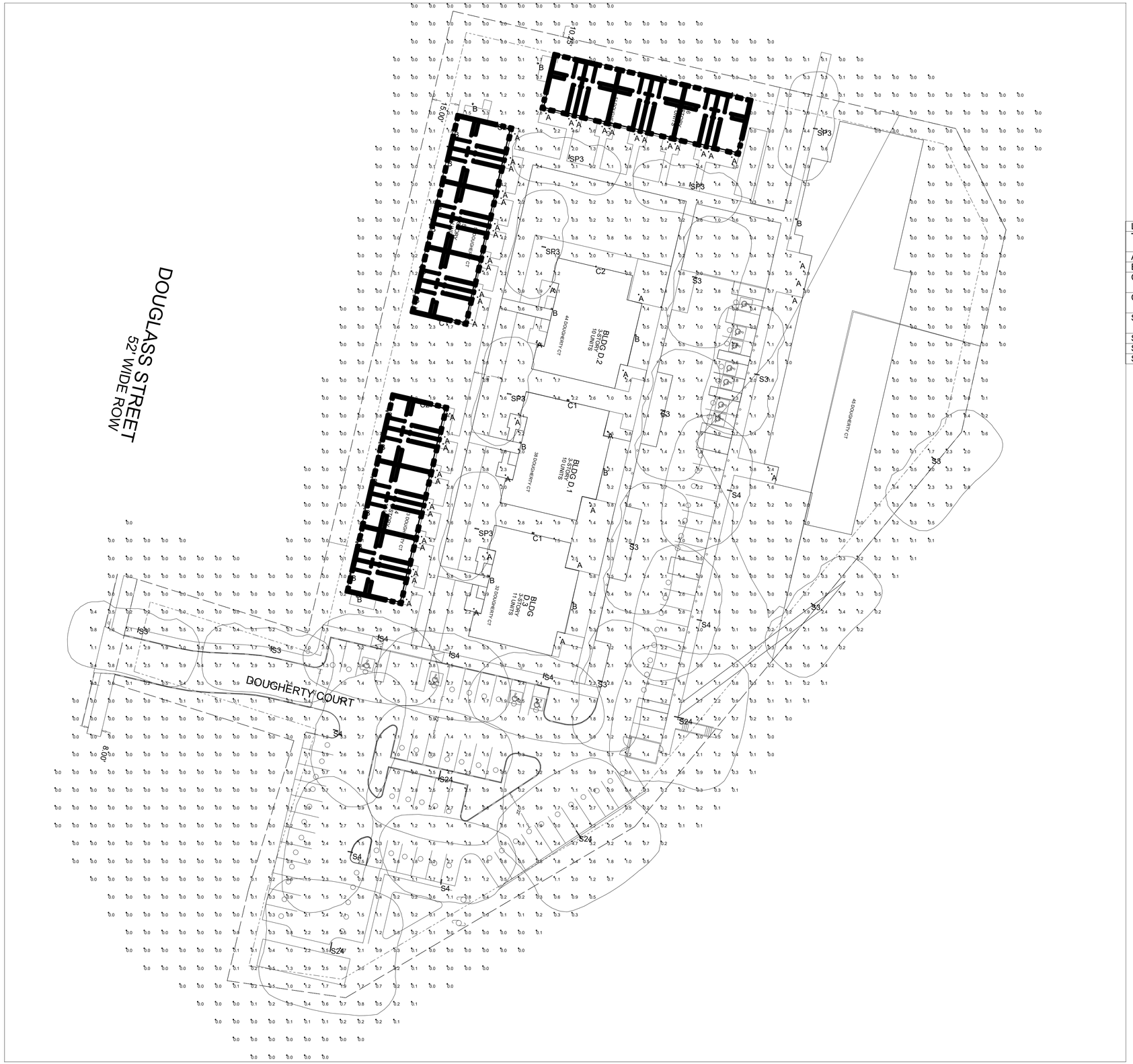
VIEW 10 - VIEW FROM NEIGHBOR'S YARD

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN

DOUGHERTY COMMONS

VIEW 11 - VIEW FROM NEIGHBOR'S WINDOW

ACETO LANDSCAPE ARCHITECTURE + URBAN DESIGN



PLAN VIEW

NOTES:
1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
2) CALCULATIONS MAY or MAY NOT SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
3) READINGS SHOWN ARE INITIAL HORIZONTAL FOOTCANDLES ON A FLAT SITE WITHOUT REFLECTIONS OR OBSTRUCTIONS UNLESS OTHERWISE INDICATED.
4) THIS CALCULATION IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO SWANEY LIGHTING ASSOCIATES AND STANDARD ASSUMPTIONS OF THE SPACE AND/OR SITE.
5) CONFORMANCE TO CODES AND OTHER LOCAL REQUIREMENTS AS DETERMINED BY THE AHJ ARE THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
6) THIS LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
7) DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY APPEAR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.

Calculation Summary					
Label	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
SITE	0.82	5.5	0.0	N.A.	N.A.

Luminaire Schedule (note fixture cataloge numbers are not complete)

Type	Qty	Lumens	LLF	Watts	BUG Rating	Mounting Ht (FT)	Description
A	52	1051	0.900	14.906	B1-U0-G1	10	P810015-030-30
B	22	311	0.900	9.32	B0-U0-G0	9	P5634 prorated
C1	3	1805	0.900	14.9	B0-U0-G1	9	GEO1-24L-15-3K7-3-UNV-DBT
C2	3	1718	0.900	14.9	B0-U0-G1	9	GEO1-24L-15-3K7-4-UNV-DBT
S24	4	4297	0.900	45.9	B1-U0-G1	16	TWIN - K4X-T4-MO-5030
S3	9	3863	0.900	46.1	B1-U0-G1	16	K4X-T3-MO-5030
S4	8	4297	0.900	45.9	B1-U0-G1	16	K4X-T4-MO-5030
SP3	6	2563	0.900	32.7	B1-U0-G0	12	MK4-T3-MO-3030

TITLE
DOUGLASS STREET
PORTLAND, ME
SITE LIGHTING LAYOUT

Date:11/10/2022 | GENERATED BY SWANEY LIGHTING, SCARBOROUGH ME - 207-883-7100 - swaneylighting.com

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