CITY OF PORTLAND, MAINE
PLANNING BOARD

Sean Dundon, Chair
Brandon Mazer, Vice Chair
Bob Dunfey
David Eaton
David Silk
Austin Smith
Maggie Stanley

AGENDA
PORTLAND PLANNING BOARD MEETING

The Portland Planning Board will hold a meeting on Tuesday, August 13, 2019, Council Chambers, 2nd Floor, City Hall, 389 Congress Street. **Public comments will be taken for each item on the agenda during the estimated allotted time and written comments should be submitted to planningboard@portlandmaine.gov**.

WORKSHOP - 4:30 PM

i. Master Development Plan; 1 Portland Square; North River IV, LLC., Applicant. (estimated time 4:30 - 5:45 p.m) The Planning Board will hold a workshop to consider site and building design revisions for a master development plan for the Portland Square properties located at 1 Portland Square. The 6.45 acre site is within the Downtown B-3 zone and is bound by Spring, Commercial, Center, Cotton and Cross Streets. The proposed Master Plan is a phased mixed-use development with the following uses and floor area: offices, 525,542 sf; retail space, 53,269 sf; residential units, 82 one and two-bedroom units; hotel, 135 rooms; and structured parking, 1,236 spaces. The Master Plan is subject to review under Portland's Site Plan Standards.

PUBLIC HEARING - 6:30 PM (NOTE CHANGE IN START TIME)

1. ROLL CALL AND DECLARATION OF QUORUM

2. COMMUNICATION AND REPORTS

3. REPORT OF ATTENDANCE AT THE MEETING HELD ON JULY 23, 2019

Workshop and Public Hearing: Dundon, Mazer, Dunfey, Smith and Stanley present; Eaton and Silk absent.

4. REPORTS OF DECISIONS AT THE MEETING HELD ON JULY 23, 2019

i. Technical Manual – Public Safety Standards; City of Portland, Applicant. Mazer moved and Stanley seconded a motion to approve proposed revisions to the City of Portland Technical Manual, Section 3, Public Safety Standards. Vote: 5-0, Eaton and Silk absent.

ii. Level III Site Plan, Subdivision, and Conditional Use Application; 95 Front Street; Portland Housing Authority, Applicant. Mazer moved and Smith seconded a motion to waive the required two-way driveway width of 20' and allow 18'. Vote: 4--0, Eaton and Silk absent, Stanley recused. Mazer moved and Smith seconded a motion to waive the required parking lot drive aisle width of 24' and allow 22'. Vote: 4--0, Eaton and Silk absent, Stanley recused. Mazer moved and Smith seconded a motion to waive the maximum % of compact parking spaces permitted of 20% and allow 25.4%. Vote: 4--0, Eaton and Silk absent, Stanley recused. Mazer moved and Smith seconded a motion to approve the subdivision application. Vote: 4--0, Eaton and Silk absent, Stanley recused. Mazer moved and Smith seconded a motion to approve the site plan application with six conditions of approval. Vote: 4--0, Eaton and Silk absent, Stanley recused. Mazer moved and Smith seconded a motion to approve the conditional use for workforce housing with three conditions of approval. Vote: 4--0, Eaton and Silk absent, Stanley recused.

5. NEW BUSINESS

i. Level III Subdivision and Site Plan Review; 55-59 St. Lawrence Street; St. Lawrence Development LLC., Applicant. (estimated time 6:30 - 7:15 p.m.) The Planning Board will hold a public hearing on a proposed residential project to renovate the existing seven (7) unit building, add a 5 level building addition of eight (8) new residential units, and add a separate single-family dwelling to create a total of 16 residential units on the site. The total proposed floor area is 21,590 sf. Access to parking is proposed off of a shared private accessway with parking for 16 vehicles and 7 bicycles. The application includes one affordable unit and one inclusionary zoning unit. The 11,644 sf lot is within the R-6 zone and is subject to review under the standards contained in Portland's Subdivision, Site Plan, and Inclusionary Zoning ordinances.

ii. Level III Site Plan and Subdivision Review; 73 Deering Street; Jason Vickery, Applicant. (estimated time 7:15 - 8:00 p.m.) The Planning Board will hold a public hearing on a proposed 7 unit building. The existing building has 3 dwelling units and 2,000 sf of office space. The proposal is to create 4 additional units for a total of 7 dwelling units. The 5,855 sf site is located in the R-6 zone and the application is subject to Portland's Site Plan and Subdivision Standards.

iii. Level III Site Plan, Subdivision and Inclusionary Zoning Review; 66 State Street; Developers Collaborative, dga DC 66 State LLC., Applicant. (estimated time 8:00 - 8:45 p.m.) The Planning Board will hold a public hearing on the proposed renovation of an existing 3-story building and construction of a new 23,497 sf 4-story building. The existing building is proposed to be converted to a 38-unit lodging house and continuation of a portion of the existing office space. The proposed new building is proposed to include 30 affordable residential dwelling units to consist of 14 efficiencies and 16 one-bedroom units. Parking is proposed for 22 vehicles and 12 bicycles. The 22,137 sf lot is located in the R-6 zone. The proposal is subject to review under Portland's Site Plan, Subdivision, and Inclusionary Zoning Conditional Use Standards.

iv. Level III Site Plan, Subdivision and Inclusionary Zoning; 132 Marginal Way; Port Property Management, Applicant. (estimated time 8:45 p.m.) The Planning Board will hold a public hearing on a proposal to convert 100 four-bedroom student housing units into 90 one-bedroom, 51 one-bedroom, and 10 four-bedroom units. Twenty workforce housing units are proposed and the existing retail units will remain on the first floor. Parking for 117 vehicles is proposed. The site is in the B-7 zone and is subject to review under Portland's subdivision and inclusionary zoning conditional use standards.

Memorandum
Planning and Urban Development Department
Planning Division

To:	Sean Dundon, Chair and Members of the Portland Planning Board
From:	Matthew Grooms, AICP, Senior Planner
Date:	August 8, 2019
Re:	Level III Master Development Plan, Portland Square, North River IV, LLC
Project #:	PL-000599-2019
Meeting Date:	August 13, 2019

I. INTRODUCTION

North River IV, LLC has submitted a Level III Master Development Plan (MDP) application for a phased mixed-use redevelopment of a two-block area (existing surface parking tied to Portland Square One and Two) in Portland's Downtown and Old Port district. As proposed, the project includes five (5) separate phases, six new buildings (two of which are proposed over the parking garage) and a development scheme consisting of 135-room hotels, 525,542 square feet of office space, 53,269 square feet of retail space, 82 apartments (one- and two- bedroom) and 1,236 structured parking spaces.

Figure 1: Development Site in context

Review of the Portland Square MDP is anticipated to require multiple Planning Board Workshops, with the first workshop (May 28, 2019) serving as an opportunity to provide a comprehensive overview of the project, necessary infrastructure improvements and phasing. This second workshop will focus explicitly on site and building design, and will be an opportunity for the applicant to update the Planning Board and public on how the project team has responded to feedback from staff, the Planning Board and Historic Preservation Board. A third workshop will likely be held in late September or early October focusing primarily on traffic-related impacts and mitigation schemes.

The subsequent memorandum is narrowly focused on major programmatic elements of the proposal that should be addressed prior to individual plans being submitted. These include activation of key spaces such as those along Spring Street and within the Fore to Commercial Street pedestrian corridor; the interface of the development with surrounding uses, which may include building treatment at block and parcel corners, long views of proposed buildings and how they relate to the existing fabric, and ownership of space, particularly establishment of public vs. private space. For a comprehensive overview of the project, please refer to the memo prepared for the first workshop. (https://portlandme.civicclerk.com/Web/Player.aspx?id=564&key=-1&mod=-1&mk=-1&nov=0)

This development is being referred to the planning board for compliance with the MDP standards of the land use code. A total of 213 notices were sent to property owners within 500 feet of the site and a legal ad ran in the

Portland Press Herald on August 2nd and 3rd. A Neighborhood Meeting was held on May 22, 2019. The meeting notes are attached (Attachment Q).

Applicant: North River IV, LLC, Christopher Flagg

Consultants: Stephen Weatherhead, Winton Scott Architects; Patrick Carroll, Carroll Associates; Barry Sheff, Woodard and Curran; John Swan, Owen Haskell, Jacques Dan, North River Company/Waterfront Maine

II. PROJECT DATA

Existing Zoning	B-3 Downtown Business, DE Overlay, PAD, Old Port Historic District		
Existing Use	Surface Parking Lot (542 spaces)		
Proposed Use	Office Space	525,542 SF	
	Retail Space	53,269 SF	
	Apartments	82 (1- and 2- bedroom units)	
	Hotel	135 Rooms	
	Structured Parking	1,236 spaces	
Property Size	6.45 acres		
	Existing	*Proposed*	*Net Change*
Building Footprint	42,643 SF	187,833 SF	145,190 SF
Building Floor Area	273,191 SF	1,047,859 SF	774,668 SF
Impervious Surface Area	225,000 SF	300,000 SF	50,000 SF
Parking Spaces	584 spaces	1,236	652
Bicycle Parking Spaces	10	98	88

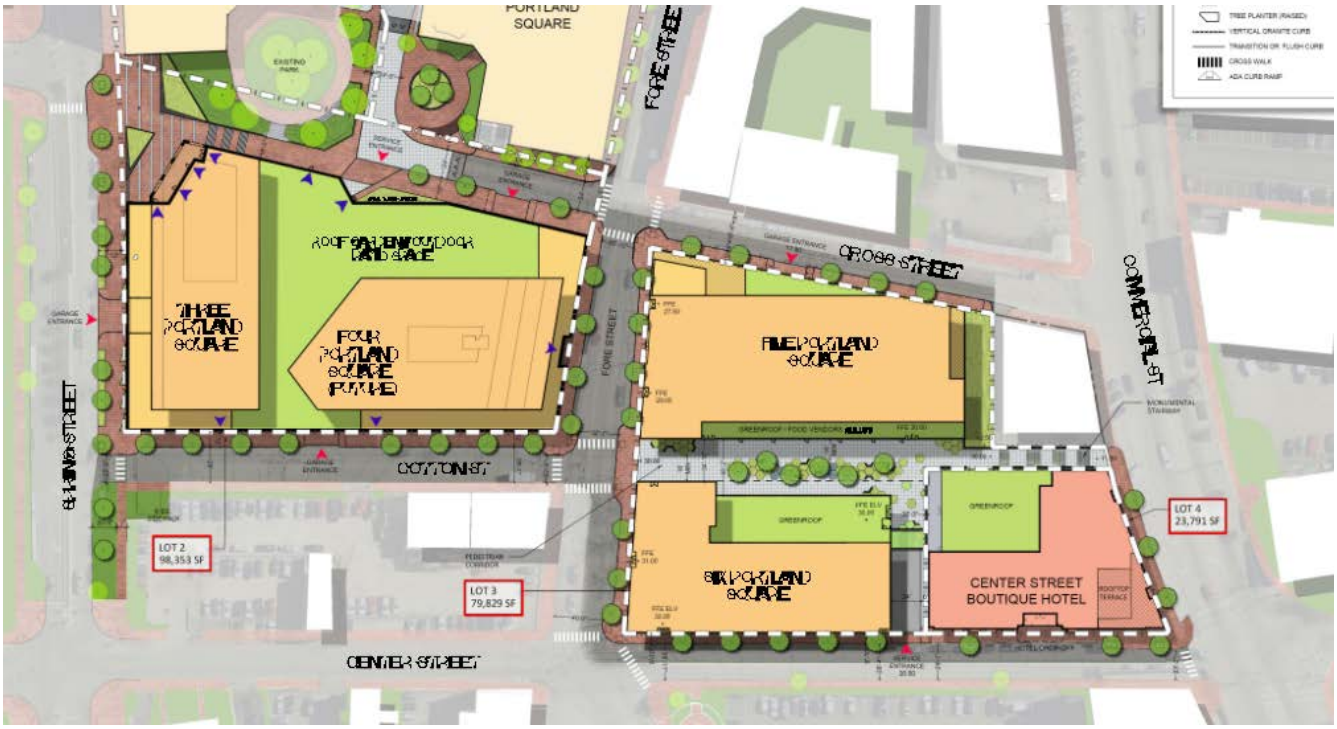


Figure 2: Proposed site layout plan

III. SCOPE OF MASTER DEVELOPMENT PLAN REVIEW

A Master Development Plan is a regulatory option for sites with one acre or more in cumulative lot area that is designed as a cohesive and integral development program consisting of multiple buildings and associated site improvements, built in phases over an extended timeframe (Sec. 14-522).

Master Development Plan submission requirements are purposefully not as detailed as Site Plan and (when applicable) Subdivision requirements, which will be required before any development on the site can proceed. When reviewing and making the eventual decision of this application under the review standards of Section 14-524.a.3.ciii, Section 14-524.f.iv (*Planning Board Master Development Plan Decisions*) states:

> *The Planning Board shall approve, approve with conditions, or deny a Master Development Plan application based upon the applicable review standards. An approval, including an approval of waivers, establishes the general parameters to be adhered to for the development, including the supporting documentation for floor area ratio and/or residential density, general types of uses, building coverage, generalized open space plans and infrastructure systems.*
>
> *A Master Development Plan approval shall not be construed as final authorization of the development. Approval shall confer pending proceeding status upon the development with the effect of maintaining the applicability of regulations in effect at the time of approval for as long as the master Development Plan approval remains valid, including permissible extensions if granted.*

With this framework thus established, the master development plan, once approved, may be considered as a set of guidelines that govern and inform future phases of the development. The Planning Board, in its review, is approving a programmatic concept that establishes the major brush strokes or elements of the project, such as collective infrastructure needs, overall site configuration and disposition, connectivity both within the project site and to the surrounding area, typical materials and their contextual appropriateness, scale and massing, and interface of proposed uses within the built environment.

The parameters established by the MDP provide a developer with a certain level of flexibility that allows a planned development to react and respond to contemporaneous trends while also providing the city with significant predictability in terms of future built form and function. For example, under a future buildout scenario, the breakdown of general uses/total square footage/building footprint/design elements etc, may be slightly altered and still found to be generally consistent and compatible with the approved MDP. However, elimination of major project components, say for example a predominant pedestrian zone or proposed activation at ground level would be considered inconsistent and require amendment of the MDP.

IV. PLANNING BOARD WORKSHOP AND RESPONSE

The Planning Board held a preliminary workshop on the Portland Square MDP on May 28, 2019, at which time the project was comprehensively introduced. The meeting was largely focused on site and building design, the program of uses, infrastructure improvements and phasing.

Preceding this meeting, staff provided preliminary comments on these topics, which are summarized as follows:

- Interface of buildings with surrounding built environment and streetscapes should be further evaluated, particularly along B-Streets (Center/Cotton/Cross Streets) where there is significant grade change.

Figure 3: Phasing Plan for Portland Square MDP

- Mid-block pedestrian permeability for lower block should not rely upon retail spaces to be functional, comfortable and approachable. CPTED concepts, such as solar exposure and legibility should be fully considered.

- Upper Block lacks features a very large building that occupies the entire site, with limited permeability. While Fore Street frontage is activated, Spring Street frontage is not, with exception of northeast corner where there is an office use.

- Residential building is out of character with surrounding context and identity of the MDP. Materials, façade composition and proportions do not emphasize or reference context/MDP.

- Fenestration and proportions on side streets require further iteration and review.

- Forms and rooflines of the upper block building are overly complex and anachronistic with the character of buildings in Portland and immediate context and should be reconsidered and simplified so as to be more contextual.

- Treatment of B-Street facades should be reconsidered to relate better to streetscape and human scale, and account for long views of the building.

- Design guidelines should be developed within the Master Plan that would apply to future site plan applications to guide on relationship to context and within the complex.

At the workshop, members of the Planning Board were generally favorable to the overall program of development and site layout, in particular, the redevelopment of two large surface parking lots in downtown Portland. In

response to staff comments on design, the Planning Board requested that the applicant continue to work with staff and the HP Board to better contextualize the project and improve the pedestrian experience, noting that finer details could be worked out at the site plan level. While it was acknowledged that traffic and parking demand would be considered at a later workshop, members of the Board requested that the overall parking scheme account for actual parking demand by use, and to mitigate that demand to the extent possible.

The most prominent point raised at the workshop was the lack of ground level activation along Spring Street. The Planning Board asked that the applicant consider small-scale retail spaces as a means of activation, though certain members of the Board raised concerns that retail wraps on garages are not always successful, and that in this location, an alternative form of activation may be more appropriate.

A. APPLICANT RESPONSE TO FEEDBACK

The applicant resubmitted new materials on July 30th, which were primarily in response to comments received regarding building design and site layout. Programmatically, the development remains largely unchanged, though floor area dedicated to specific uses has shifted somewhat, notably with slightly less office space, slightly more retail space and four more residential units. The project now also features 100 fewer parking spaces. Additionally, the stormwater plan has been updated in response to feedback from Maine DEP, who noted that redevelopment of surface parking area to building effectively achieves the 50% redevelopment requirement, given that runoff from roof area is significantly cleaner. For this reason, the applicant now suggests eliminating specific treatment systems, though non-treatment green roofs are still being contemplated. Other notable changes are as follows:

- Spring Street façade has been better articulated by adding regularly spaced benches incorporated into the façade through a push-pull treatment. Ground level parking is screened via a green screen. This seating area is currently adjacent to a popular food truck parking location, and is anticipated to better serve food truck patrons. This façade also ties into an expanded parklet which currently exists and would be expanded upon, between Portland Square One and Two and the new upper block building.

Figure 4: Proposed Spring Street frontage. Note green screen and incorporated seating

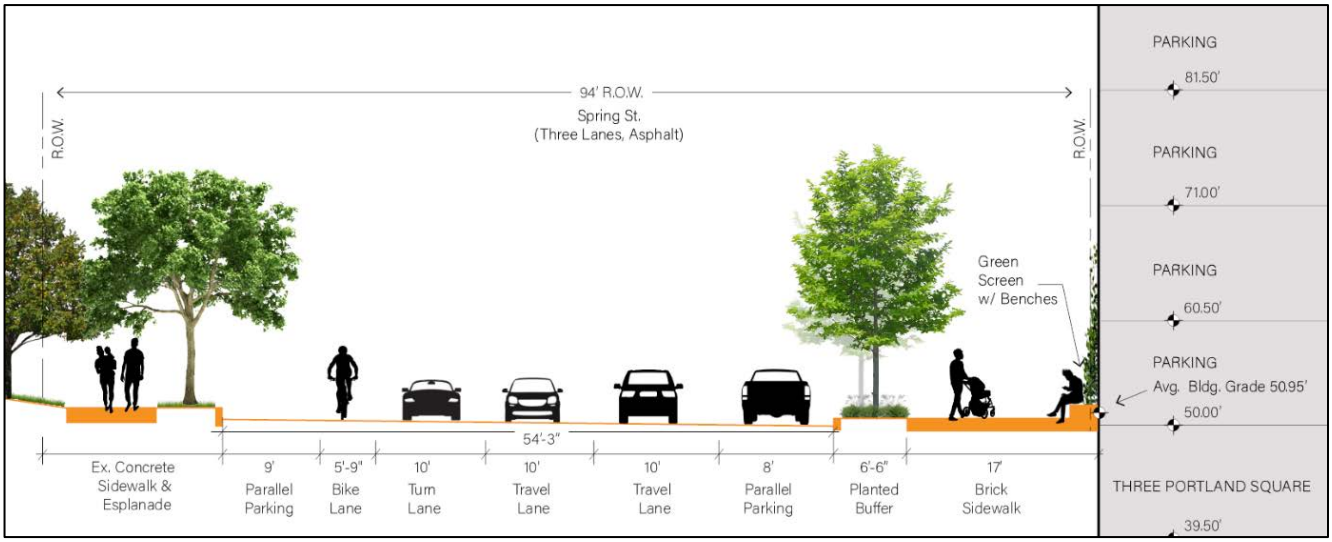


Figure 5: Section view of Spring Street with proposed condition

- In proximity to the parklet just described, the corner of the upper block building has been opened up to better emphasize this space and provide a more notable entrance to the proposed office wrap.

- The sidewalk along Spring Street has been widened from 13.5' to 17' feet, providing an improved pedestrian experience.

- Cotton Street façade of the upper block building has been revised, with the intended goal of improving the streetscape experience and simplifying the multiple stepping elements visible within proposed banding.

- The corner treatment for the lower block office building has been rounded and further glazed.

- The material palette and articulation elements have been revised for the lower block residential building so as to be more contextual and relatable to surrounding buildings and other proposed buildings within the MDP. The corner of Fore and Center Street has been revised to include a chamfered corner.

V. STAFF REVIEW

A. HISTORIC PRESERVATION ADVISORY REVIEW (Attachment 1)

On July 24th, the Historic Preservation Board conducted an advisory review of the Portland Square MDP. The advisory review was pursuant to the site plan ordinance's "100-foot rule" which requires that the Historic Preservation Board or Staff provide input to the Planning Board with respect to the proposed development's "general compatibility with the major character-defining elements" of adjacent landmarks or historic districts.

In this case, a portion of the lower development block is located within the boundary of the Portland Waterfront Historic District and other portions are located within 100 feet of the boundary.

The components of the applicant's overall development that fall squarely within the historic district boundary are the hotel (which has already been reviewed and approved by the Historic Preservation Board), the grand stairs that will immediately abut the hotel, and the rear elevation of the office building located at the corner of Fore and Cross Street. The proposed residential structure at the corner of Fore and Center Street abut the district boundary on

Center Street. In sum, a substantial portion of the lower block redevelopment will be located within or within immediate proximity of the Portland Waterfront Historic District.

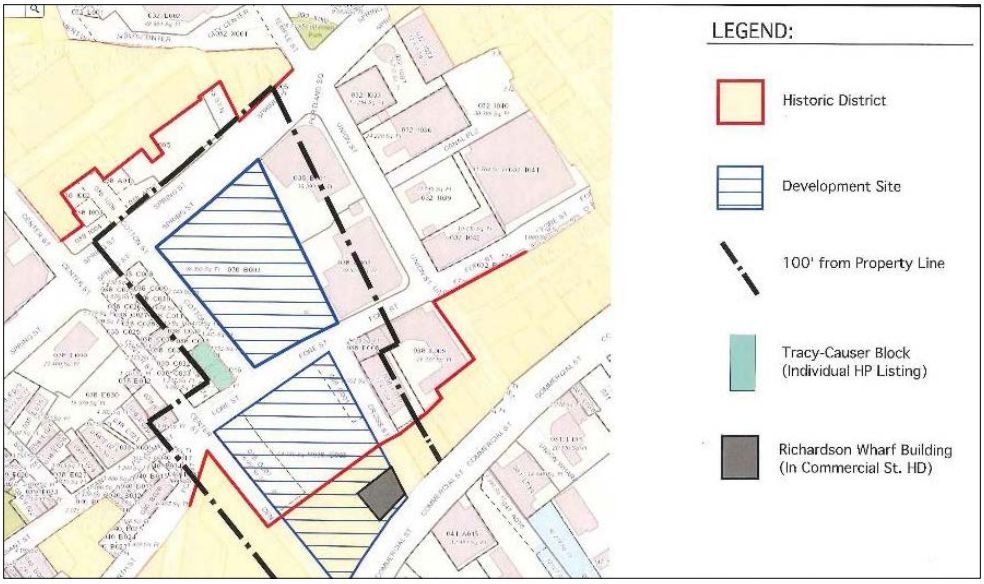


Figure 6: Historic District Boundaries and Context

The upper block development will affect only one designated historic structure, the 2 ½ story Tracey-Causer Building at the corner of Fore and Cotton Streets. As such, the issue of compatibility is more limited for this block. The component of the proposed development with the most immediate visual relationship to the Tracey-Causer Block will be the parking garage's retail/residential wrap that fronts onto Fore Street.

Historic Preservation Board Review and Comments

In conducting its advisory review, the Board fully recognized that at this Master Development Plan stage of project planning, the design of individual structures is still at a conceptual level and that numerous design details remain to be confirmed. As such, the Board focused its review on "high level" design considerations. The Board was also mindful of the fact that the allowable building heights per zoning for much of the development site exceed the height of historic structures in the immediate vicinity. They recognized, for example, that it would be unlikely that the proposed development could be found compatible with the diminutive Tracey-Causer Block in regards to building height and overall scale. As such, other visual characteristics of the context (material palette, proportions, fenestration, rhythm of solids and voids, etc.) become more important considerations in achieving reasonable compatibility.

The Historic Preservation Board response to the proposal was generally very favorable. One member noted that the conceptual design proposal was remarkably successful given the size and complexity of the overall development program, the number of uses proposed, the number of individual street frontages that needed to be addressed, the need to architecturally differentiate the buildings and the need to include structured parking for 1300+ cars within the two block site. Board members agreed that the "big moves", as illustrated in the MDP drawings, were successful. These included appropriate siting for the individual uses, with the residential building located at the west end of the lower block, the retail/residential wrap of the upper block facing Fore Street, and the elevations of the 7-story parking garage facing Spring and Cotton.

Board members also found the visual relationship of the project to Commercial Street's historic streetscape successful, in that the proposed structures immediately north of Commercial Street did not loom over the historic warehouses lining Commercial or visually distract from them and were likewise enthusiastic about the pedestrian courtyard that will provide mid-block permeability and pedestrian activity within the interior of the lower block.

The project exhibits a number of contextual references (material palette, façade composition of individual buildings, etc.) that help relate the new buildings to existing surrounding development.

The Historic Preservation Board identified several aspects of the development that warranted further consideration:

- On the upper block, the number of step-backs shown in achieving the overall allowable height was found by several members to overly complicate the massing and be visually distracting. Mr. Weatherhead was encouraged to explore fewer stepbacks. Board members *did* support the use of a curtainwall system for the uppermost elements of the upper block. Curtainwall would help the tallest portions visually recede and reinforce the scale of the shorter, masonry facades.

- Board members expressed concern about the long stretches of parking proposed at the street level and the resulting lack of pedestrian interest and engagement. Addressing this would be a major challenge. Pursuant to this concern, one member questioned whether Mr. Weatherhead had explored moving the parking toward the interior of the block. To maintain the number of parking spaces proposed, the parking structure would need to be taller, but some of the displaced office square footage at the top could be brought to the street edge, effectively creating an office wrap.

- Mr. Weatherhead was asked whether consideration had been given as to whether or how some of the parking floors could be repurposed in the future.

- Board members were mixed in their response to the chamfered and curved building corners shown on the south side of Fore Street and suggested that the employment of a special corner treatment be limited.

Figure 7: Rendering of the MDP looking northeast with surrounding context. Note the multiple setbacks of the upper block building and prevalence of visible parking at ground level.

Given the conceptual nature of the individual building designs at this time, Board comments were necessarily general. The Board understood that there will be an opportunity for a more detailed advisory review when individual projects are brought forward for site plan review. And for components of the development located *within* the historic district boundary, such as the monumental stairs descending to Commercial Street, the Board will be conducting a full review.

B. DESIGN REVEW

The proposed master plan for Portland Square is reviewed according to the Master Plan criteria but must also generally comply with the B3 design standards. In future Site Plan applications, individual building projects will be subject to the B-3 and possibly Multi-family design standards. A portion of the project area is also within 100' of historic landmarks and requires Historic Preservation advisory review. The review was conducted by Caitlin Cameron, Matt Grooms, and Deb Andrews. The Historic Preservation Board conducted a preliminary review, a summary of those comments is described above and in the attached memo (Attachment 2).

For review of a Master Development Plan, design considerations are as follows:

- Developed in a comprehensive, design-integrated manner
- Designed to be in conformance with Portland's Historic Preservation Ordinance standards . . . the Master Plan shall be developed so as to be generally compatible with the major character-defining elements of the portion of the district in the immediate vicinity
- Coordination with surround context including open space and pedestrian networks
- Designed to create a street grid pattern that reflects average city block sizes of the neighborhood for street connectivity
- Designed so as to:
    - create a cohesive identity through building scale, massing, and articulation
    - use quality exterior materials, architectural detailing at pedestrian scale
    - exhibit consistency of design and materials for streetscape and pedestrian amenities
    - frame outdoor open space and linkages
    - clearly convey the function and significance of various buildings, entrances, and features
    - generally comply with the design and development standards of the zone (B3)

In this case, the immediate context includes the taller, more contemporary buildings to the north and east, surface parking lots, and smaller scale, historic buildings both commercial and residential. Though the design and placement of buildings should be sensitive to neighboring residential and park contexts, the zoning and block size allow for considerable scale of building on these two blocks. There is considerable grade change throughout these two blocks contributing to some of the design decisions.

Staff Comment

In the preliminary review, staff focused on general, big-picture responses to the block layout, forms and massing, and character of architecture depicted. The following comments are meant to bring to the Board's attention the topics discussed and areas of concern.

Relationship with Context:

Figure 8: Corner treatment for proposed buildings

- **Transition:** The residential building was revised to be simpler and more consistent throughout – staff continue to support the location of this building on the block to best relate to and transition from these large-scale contemporary buildings to the small-scale, historic fabric.

- **Not all corners need special emphasis.** From an urban design perspective, emphasis at Center Street is the most appropriate location (though a chamfered corner is not the only method to achieve this emphasis). The ground floor in this location is also shown as recessed which staff question in terms of relationship of the building to the street and overall massing relationship to the corner. Staff do not think a rounded corner or other deviations from the block fabric is appropriate at the office building on Fore/Cross. The roof canopy can deviate from the block pattern, but the massing and edge of the building should follow the street in this mid-block condition and the building should have a clear face to Fore Street. There have been mixed reviews regarding the recessed building face/entrance at Spring Street. On one hand, this gesture helps alleviate the length and scale of the garage building on Spring Street. The reviews have found the design of this façade, the entrance, and the relationship to the orthogonal façade to not, yet, be resolved. By setting back this corner of the block, a street-facing pedestrian space is created. This will be an appropriate pedestrian-scale amenity appropriately placed for circulation and passive use while also creating a "forecourt" to the large-scale building and entrance.

Figure 9: Staff are asking for further evaluation of B-Street facades to ensure compatible interface with the streetscape.

- **Streets:** The "B streets" are not expected to maintain the level of activity and pedestrian amenity found on Spring, Fore, and Commercial streets, and challenged by the grade change. Refer also to the Historic Preservation review on this topic. For these streets to be less active is appropriate. The interface on Fore Street is active and generally meets the PAD criteria in both blocks. Spring Street remains a topic of discussion given the "A" street nature of the street but lack of active uses in the ground floor of the building. Though Spring Street is currently not a highly active pedestrian experience, the review should consider what level of activation and pedestrian amenity is appropriate for a PAD encouragement street which is interpreted to be the aspirational vision for building relationship with the pedestrian level on Spring.

Circulation:

- The Lower Block: Staff continue to support the block layout with the mid-block circulation. The grade change is significant and during Site Plan review, further review and iteration should make this connection as hospitable, active, legible, and secure as possible. For example, differentiating the office entries from the retail entries, indicating from the street that this is public space, designing the retail spaces to be feasible, providing sight lines that create security and comfort.

- The Upper Block is almost entirely filled with one building (parking garage). The Fore Street façade will include liner buildings to continue the commercial/mixed uses already happening on that street. The Spring Street façade is less active with one corner activated by an office use and arcade. The Planning Board raised concern about the building interface with Spring Street. The building design and program preclude active uses at the street level. Currently, the design proposes pedestrian amenities of planters and benches in lieu of active frontage. **Does the Planning Board consider the design to adequately meet the PAD encouragement standards?**

- **Generally, the entrance locations need to be clarified. The locations and design of these entrances should be differentiated according to use and include strategic emphasis to contribute to the urban scale circulation and legibility of the uses and buildings. More information is requested on this.**

Architectural Design:

- Generally, the MDP design review should continue to evaluate how the buildings relate to the streetscape/human scale and also from the long-views.

- Lower Block: The residential building was revised to have a more consistent material palette and character – staff support this direction. More should be done to differentiate the uses of these buildings – the building does not feel very residential in character. **Clarification is requested regarding the entrance locations and design.** During Site Plan review, staff would like to further evaluate the roofline, the entrance design and differentiating the residential from the commercial uses.

- The office building has a massing and composition that transition between the buildings in context. The fenestration, material selection and transition, and proportions on the side streets require further iteration and review. Again, the corner of this building should not have special emphasis and a rounded form is inappropriate.

Figure 10: Staff have identified that the form of the upper block building is overly complex and that it does not relate well to the surrounding context and recommend simplifying the overall form, particularly given the prevalence of long views of the building.

- The Upper Block tries to mitigate the scale of the garage and footprint of the building by varying the massing of the upper floors. The result, however, are forms and rooflines that are complex and anachronistic with the character of buildings in Portland and the immediate context. These forms should be reconsidered, simplified, with forms and massing that relate to the context. For example, the Cotton Street façade of the office/garage is quite exposed and a very long, inactive façade without mid-block breaks. Because of these conditions, the current design seeks to break up the large masses with varying façade treatments, massing variation and roof forms. Staff find the overall effect is overly complex, not cohesive, and does not relate to the context of simple forms, material application, and small-scale footprints. Staff recommend that strategies to simplify this side of the building in forms, massing, and materials would help relate this very long building face to the context with which it will be seen.

- **Staff find the chamfered corner at Spring Street will need further resolution regarding massing, material transitions and providing adequate emphasis on the entrance.**

Additional Considerations

- The applicant is asked for the final submission to coordinate the plans with renderings regarding entrance locations, building/street wall edges

- Refer to the memorandum from Deb Andrews for a summary of the Historic Preservation Board review regarding compatibility.

- PAD streets: Fore, Center, Commercial; PAD Encouragement streets: Spring, Center

- The B-3 Design Standards also look for parking structures to have the ability to convert to other uses.

- Staff recommend that the MDP approval define which aspects of the design are being approved in MDP versus what must be revised, reviewed, and approved at a Site Plan level.

C. MASTER DEVELOPMENT PLAN SUBMISSION REQUIREMENTS (14-527(E))

The material provided by the applicant generally fulfills the submission requirements for a Master Development Plan, though some of the submission materials would benefit from further elaboration as stated below:

- **Easements –** The submission materials list all existing and proposed easements. When available, all such easements should be illustrated on a plan to better understand encumbrances being placed on the site.

- **Traffic –** A Traffic Movement Permit (TMP) application has been received by the City, and has undergone an initial scoping meeting. Staff have provided feedback on that application, and are working with the applicant to establish a traffic study area. Once this has been completed, the applicant will be responsible for completing traffic counts, analyzing those counts and providing a mitigation plan. It is anticipated that this process will require an additional month to two months to complete, at which time a workshop focused on traffic and parking demand will be held, likely the end of September or early October.

- **Parking Demand** – The applicant is currently developing a Transportation Demand Management (TDM) framework document that will in part inform and mitigate the anticipated traffic impacts of the project. This document will assess alternative modes of transportation, and their effect on overall traffic and parking demand. This document is intended as a framework that will inform future TDM plans developed with each individual phase of the development.

- **Consistency with Comprehensive/City Master Plans** – Application does not include a discussion of the project's consistency with the City's guiding policy documents, and should include such analysis as part of a follow-up submission. As part of staff's initial review, we find the project to be generally consistent with the intent of Portland's Plan 2030, which is discussed in greater detail under the Consistency with the Comprehensive Plan section of this memorandum.

- **Impact on City Services** – MDP submission requirements state that an application shall include information on projected impact to city services, including those forecasted for the public-school system and public infrastructure. Such information should be included as part of any follow-up submission. Utility capacity letters, when available, shall also be provided.

VI. NEXT STEPS

Staff is looking to have the Planning Board clearly define the major design elements of the project to be incorporated into the Portland Square MDP. These elements would carry forward as the structure of the MDP framework, which when determining overall consistency, would be considered most important. In staff's opinion, the major elements that need greater clarification include:

- Activation of the Spring Street frontage, and whether or not improvements to the pedestrian experience (widening of sidewalk, creating a seating wall, use of green screen) is sufficient. Staff also question whether the proposed vehicle entrance on Spring Street is necessary, and would suggest limiting vehicle entrances to side streets.

- Massing and overall design of the upper block building, in particular the use of complex and anachronistic stepbacks and cornice lines which do not relate to the surrounding built environment.

- Pedestrian experience along B-Streets, and whether proposed uses successfully interface with the street, engage pedestrians and communicate said uses.

- Can portions of the upper block building devoted to parking be converted to other uses? This is a standard listed in the B-3 design criteria within the design manual.

Once these determinations are made, the applicant should revise their plans accordingly. Aside from design considerations, the applicant should provide additional information as described above regarding utilities, the project's impact on city services, required easements and traffic mitigation. Once this information has been received, a follow-up workshop will be held to discuss traffic and parking demand along with any other outstanding items. Based upon feedback from the TMP Scoping Meeting, 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 to schedule a second workshop, that will focus on traffic, parking and any remaining unresolved questions.

VII. ATTACHMENTS

Staff Attachments

1. Historic Preservation Advisory Review Memo
2. Design Review Comments
3. Public Comment
    a. PC1: Elizabeth Parsons
    b. PC2: Lauren Reiter
    c. PC3: Julie Larry
    d. PC4: Markos Miller

Applicant's Documents

A. Cover Letter
B. Authorization Letter
C. Master Development Plan Checklist
D. Evidence of State/Federal Approvals
E. Major Landscaping
F. Easements and Covenants
G. Natural Features
H. Financial Capacity
I. North River Deed
J. Technical Capacity
K. Stormwater Memo
L. TMP Applications
M. Views and Historic Features
N. Waiver Table
O. Zoning Analysis (Upper Site)
P. Zoning Analysis (Lower Site)
Q. Neighborhood Meeting Notes
R. Response to Comments
S. Revised Stormwater Management Report

Plans

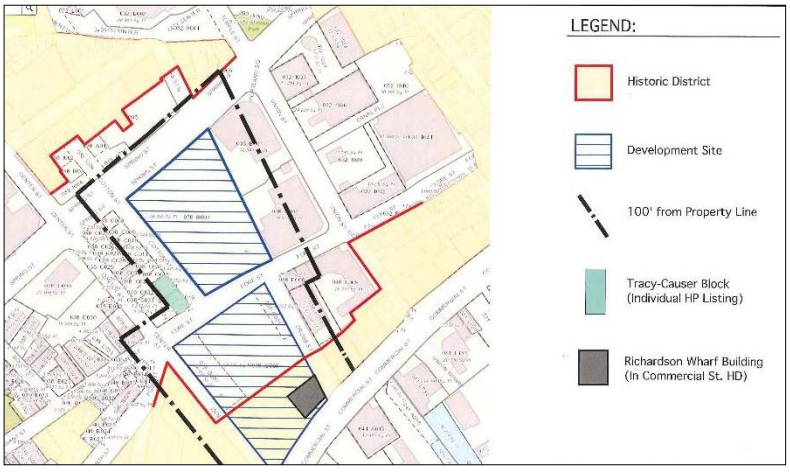
P1. Lower Lot Survey
P2. Upper Lot Survey
P3. MDP Site Plan
P4. Phasing Plan
P5. Pedestrian Diagram
P6. Neighborhood Context Map
P7. Landscape Plan
P8. Drainage Plan
P9. Rendering 1
P10. Rendering 2
P11. Rendering 3
P12. Rendering 4
P13. Rendering 5
P14. Rendering 6
P15. Rendering 7
P16. Rendering 8
P17. Rendering 9
P18. Rendering 10
P19. Rendering 11
P20. Rendering 12
P21. Rendering 13
P22. Rendering 14
P23. Rendering 15
P24. Rendering 16
P25. Rendering 17
P26. Rendering 18
P27. Rendering 19
P28. Rendering 20
P29. Rendering 21
P30. Rendering 22
P31. Rendering 23
P32. Rendering 24
P33. Rendering 25
P34. Rendering 26
P35. Rendering 27
P36. Rendering 28
P37. Rendering 29
P38. Rendering 30
P39. Upper Block Floor Plan – Level G
P40. Upper Block Floor Plan – Level 1
P41. Upper Block Floor Plan – Level 2
P42. Upper Block Floor Plan – Level 3
P43. Upper Block Floor Plan – Level 4
P44. Upper Block Floor Plan – Level 5
P45. Upper Block Floor Plan – Level 6
P46. Upper Block Floor Plan – Level 7
P47. Upper Block Floor Plan – Level 8

P48. Upper Block Floor Plan – Level 9
P49. Upper Block Floor Plan – Level 10
P50. Upper Block Floor Plan – Level 11
P51. Upper Block Floor Plan – Level 12
P52. Upper Block Section View
P53. Lower Level Floor Plan Level 1
P54. Lower Level Floor Plan Level 2
P55. Lower Level Floor Plan Level 3
P56. Lower Level Floor Plan Level 4
P57. Lower Level Floor Plan Level 5
P58. Lower Level Floor Plan Level 6
P59. Lower Level Floor Plan Level 7
P60. Lower Level Sections A & B
P61. Lower Level Sections C & Average Grade
P62. Section Center Street
P63. Section Cotton Street
P64. Section Cross Street
P65. Section Fore Street
P66. Section Spring Street

Memorandum
Department of Planning and Development
Historic Preservation Office

To:	Chair Dundon and Members of the Planning Board
From:	Deborah Andrews, Historic Preservation Program Manager
Cc:	Matthew Grooms, Senior Planner
Date:	August 8, 2019
Re:	Historic Preservation Board Advisory Comments on Portland Square Master Development Plan

On July 24th, the Historic Preservation Board conducted an advisory review of North River IV's proposed Master Development Plan for the phased build-out of their two-block, 6.45-acre site west of One and Two Portland Square. The advisory review was pursuant to the site plan ordinance's "100-foot rule" which requires that the Historic Preservation Board or Staff provide input to the Planning Board with the respect to the proposed development's "general compatibility with the major character-defining elements" of adjacent landmarks or historic districts.



In this case, a portion of the lower development block is located within the boundary of the Portland Waterfront Historic District and other portions are located within 100 feet of the boundary.

The components of the applicant's overall development that fall squarely within the historic district boundary are the hotel (which has already been reviewed and approved by the Historic Preservation Board), the grand stairs that will immediately abut the hotel, and the rear elevation of the office building located at the corner of Fore and Cross Street. As well, the proposed residential structure at the corner of Fore and Center will abut the district boundary on Center Street. In sum, a substantial portion of the lower block redevelopment will be located within or within immediate proximity of the Portland Waterfront Historic District.

The upper block development will affect only one designated historic structure, the 2 ½ story Tracey-Causer Building at the corner of Fore and Cotton Streets. As such, the issue of compatibility is more limited for this block. The component of the proposed development with the most immediate visual relationship to the Tracey-Causer Block will be the parking garage's retail/residential wrap that fronts onto Fore Street.

Historic Preservation Board Review and Comments

In conducting its advisory review, the Board fully recognized that at this Master Development Plan stage of project planning, the design of individual structures is still at a conceptual level and that numerous design details remain to be confirmed. As such, the Board focused its review on "high level" design considerations. The Board was also mindful of the fact that the allowable building heights per zoning for much of the development site well exceed the height of historic structures in the immediate vicinity. They recognized, for example, that it would be unlikely that the proposed development could be found compatible with the diminutive Tracey-Causer Block in regards to building height and overall scale. As such, other visual characteristics of the context (material palette, proportions, fenestration, rhythm of solids and voids, etc.) become important considerations in achieving reasonable compatibility.

Board response to the proposal was generally very favorable. One member noted that the conceptual design proposal was remarkably successful given the size and complexity of the overall development program, the number of uses proposed, the number of individual street frontages that needed to be addressed, the need to architecturally differentiate the buildings and the need to include structured parking for 1300+ cars within the two block site. Board members agreed that the "big moves", as illustrated in the MDP drawings, were successful. These included appropriate siting for the individual uses, with the residential building located at the west end of the lower block, the retail/residential wrapper of the upper block facing Fore Street, and the elevations of the 7-story parking garage facing Spring and Cotton. As one member put it, "If you need to hide a giant elephant (the garage), the places you've picked for the elephant to reveal itself are probably the best".

Board members also found the visual relationship of the project to Commercial Street's historic streetscape successful, in that the proposed structures immediately north of the Commercial Street streetwall did not loom over the historic warehouses lining Commercial or visually distract from them.

Board members were enthusiastic about the pedestrian courtyard that will provide mid-block permeability and pedestrian activity within the interior of the lower block.

Board members also found the project to exhibit a number of contextual references (material palette, façade composition of individual buildings, etc.) that helped relate the new buildings to existing surrounding development.

The Board identified several aspects of the development that warranted further consideration:

- On the upper block, the number of step-backs shown in achieving the overall allowable height was found by several members to overly complicate the massing and be visually distracting. Mr. Weatherhead was encouraged to explore fewer stepbacks. Board members *did* support the use of a curtainwall system for the uppermost elements of the upper block. Curtainwall would help the tallest portions visually recede and reinforce the scale of the shorter, masonry facades.

- Board members expressed concern about the long stretches of parking proposed at the street level and the resulting the lack of pedestrian interest and engagement. Addressing this would be a major challenge. Pursuant to this concern, one member questioned whether Mr. Weatherhead had explored moving the parking toward the interior of the block. To maintain the number of parking spaces proposed, the parking structure would need to be taller, but some of the displaced office square footage at the top could be brought to the street edge, effectively creating an office wrap.

- Mr. Weatherhead was asked whether consideration had been given as to whether or how some of the parking floors could be repurposed in the future.

- Board members were mixed in their response to the chamfered and curved building corners shown on the south side of Fore Street and suggested that the employment of a special corner treatment be limited.

Given the conceptual nature of the individual building designs at this time, Board comments were necessarily general. The Board understood that there will be an opportunity for a more detailed advisory review when individual projects are brought forward for site plan review. And for components of the development located *within* the historic district boundary, such as the monumental stairs descending to Commercial Street, the Board will be conducting a full review.

Planning and Urban Development Department
Planning Division

Subject: Design Review – 1 Portland Square Master Plan
Written by: Caitlin Cameron, Urban Designer
Date of Review: Monday, August 5, 2019

The proposed master plan for Portland Square was reviewed according to the Master Plan criteria but must also generally comply with the B3 design standards. In future Site Plan applications, individual building projects will be subject to the B-3 and possibly Multi-family design standards. A portion of the project area is also within the Commercial Street Historic District or within 100' of historic landmarks and will require Historic Preservation review. The preliminary review was conducted by Caitlin Cameron, Matt Grooms, and Deb Andrews. The Historic Preservation Board also conducted a preliminary review –a summary of those comments are in a separate memo by Deb Andrews.

In the Master Plan review, the design considerations include:

- Developed in a comprehensive, design-integrated manner
- Designed to be in conformance with Portland's Historic Preservation Ordinance standards . . . the Master Plan shall be developed so as to be generally compatible with the major character-defining elements of the portion of the district in the immediate vicinity
- Coordination with surround context including open space and pedestrian networks
- Designed to create a street grid pattern that reflects average city block sizes of the neighborhood for street connectivity
- Designed so as
    - to create a cohesive identity through building scale, massing, and articulation
    - use of quality exterior materials, 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
    - to generally comply with the design and development standards of the zone (B3)

In this case, the immediate context includes the taller, more contemporary buildings to the west, surface parking lots, and smaller scale, historic buildings both commercial and residential. Though the design and placement of buildings should be sensitive to neighboring residential and park contexts, the zoning, block size, and street widths allow for considerable scale of building on these two blocks. There is considerable grade change throughout these two blocks contributing to some of the design decisions.

Staff Comment – Preliminary (round 2)
In the preliminary review, staff focused on general, big-picture responses to the block layout, forms and massing, and character of architecture depicted. The circulation, entrances, and building interface with the street is also considered at this level. The following comments are meant to bring to the Board's attention the topics discussed and areas of concern.

Relationship with Context:

- **Transition:** The residential building was revised to be simpler and more consistent throughout – staff continue to support the location of this building on the block to best relate to and transition from this large-scale contemporary buildings to the small-scale, historic fabric.

- **Not all corners need special emphasis**. From an urban design perspective, emphasis at Center Street is the most appropriate location (though a chamfered corner is not the only method to achieve this emphasis). The ground floor in this location is also shown as recessed which staff question in terms of relationship of the building to the street and overall massing relationship to the corner. Staff do not think a rounded corner or other deviations from the block fabric is appropriate at the office building on Fore/Cross. The roof canopy can deviate from the block pattern, but the massing and edge of the building should follow the street in this mid-block condition and the building should have a clear face to Fore Street. There have been mixed reviews regarding the recessed building face/entrance at Spring Street. On one hand, this gesture helps alleviate the length and scale of the garage building on Spring Street. The reviews have found the design of this façade, the entrance, and the relationship to the orthogonal façade to not, yet, be resolved. By setting back this corner of the block, a street-facing pedestrian space is created. This will be an appropriate pedestrian-scale amenity appropriately placed for circulation and passive use while also creating a "forecourt" to the large-scale building and entrance.

- **Streets:** The "B streets" are not expected to maintain the level of activity and pedestrian amenity found on Spring, Fore, and Commercial streets, and challenged by the grade change. Refer also to the Historic Preservation review on this topic. For these streets to be less active is appropriate. The interface on Fore Street is active and generally meets the PAD criteria in both blocks. Spring Street remains a topic of discussion given the "A" street nature of the street but lack of active uses in the ground floor of the building. Though Spring Street is currently not a highly active pedestrian experience, the review should consider what level of activation and pedestrian amenity is appropriate for a PAD encouragement street which is interpreted to be the aspirational vision for building relationship with the pedestrian level on Spring.

Circulation:

- The Lower Block: Staff continue to support the block layout with the mid-block circulation. The grade change is significant and during Site Plan review, further review and iteration should make this connection as hospitable, active, legible, and secure as possible. For example, differentiating the office entries from the retail entries, indicating from the street that this is public space, designing the retail spaces to be feasible, providing sight lines that create security and comfort.

- The Upper Block is almost entirely filled with one building (parking garage). The Fore Street façade will include liner buildings to continue the commercial/mixed uses already happening on that street. The Spring Street façade is less active with one corner activated by an office use and arcade. The Planning Board raised concern about the building interface with Spring Street. The building design and program preclude active uses at the street level. Currently, the design proposes pedestrian amenities of planters and benches in lieu of active frontage. **Does the Planning Board consider the design to adequately meet the PAD encouragement standards?**

- **Generally, the entrance locations need to be clarified. The locations and design of these entrances should be differentiated according to use and include strategic emphasis to contribute to the urban scale circulation and legibility of the uses and buildings. More information is requested on this.**

Architectural Design:

- Generally, the MDP design review should continue to evaluate how the buildings relate to the streetscape/human scale and also from the long-views.
- Lower Block: The residential building was revised to have a more consistent material palette and character – staff support this direction. More should be done to differentiate the uses of these buildings – the building does not feel very residential in character. **Clarification is requested regarding the entrance locations and design.** During Site Plan review, staff would like to further evaluate the roofline, the entrance design and differentiating the residential from the commercial uses.

- The office building has a massing and composition that transition between the buildings in context. The fenestration, material selection and transition, and proportions on the side streets require further iteration and review. Again, the corner of this building should not have special emphasis and a rounded form is inappropriate.

- The Upper Block tries to mitigate the scale of the garage and footprint of the building by varying the massing of the upper floors. The result, however, are forms and rooflines that are complex and anachronistic with the character of buildings in Portland and the immediate context. These forms should be reconsidered, simplified, with forms and massing that relate to the context. For example, the Cotton Street façade of the office/garage is quite exposed and a very long, inactive façade without mid-block breaks. Because of these conditions, the current design seeks to break up the large masses with varying façade treatments, massing variation and roof forms. Staff find the overall effect is overly complex, not cohesive, and does not relate to the context of simple forms, material application, and small-scale footprints. Staff recommend that strategies to simplify this side of the building in forms, massing, and materials would help relate this very long building face to the context with which it will be seen.

- **Staff find the chamfered corner at Spring Street will need further resolution regarding massing, material transitions and providing adequate emphasis on the entrance.**

- Overall, there are some elements that create cohesive identity – material palette being one. Staff support the direction of the material palette and encourage further iteration that considers the simplicity of architectural expression found in the context.

Additional Considerations

- The applicant is asked for the final submission to coordinate the plans with renderings regarding entrance locations, building/street wall edges
- Refer to the memorandum from Deb Andrews for a summary of the Historic Preservation Board review regarding compatibility.
- PAD streets: Fore, Center, Commercial; PAD Encouragement streets: Spring, Center
- The B-3 Design Standards also look for parking structures to have the ability to convert to other uses.
- Staff recommend that the MDP approval define which aspects of the design are being approved in MDP versus what must be revised, reviewed, and approved at a Site Plan level.

CARROLL ASSOCIATES

April 5, 2019

Ms. Barbara Barhydt
Development Review Manager
City of Portland Planning Division
389 Congress Street, 4th Floor
Portland, ME 04101

RE: Portland Square, Master Development Plan Submission

Dear Barbara,

On behalf of North River IV, LLC, we are pleased to submit an Application for Master Development Plan for the Portland Square properties owned by North River IV. This project represents full development of a crucial parcel of land in the Old Port. Full development of this property envisions a mixed-use including below grade parking, ground floor retail, upper floors containing professional office and residential uses, and hotel. Upon completion, this project will complete a strong link between the Old Port and the adjacent western neighborhoods that has been missing since the mid 1980's.

Project Description

The project site occupies almost two city blocks and approximately 6.45 acres of land in four parcels bound by Spring, Commercial, Center, Cotton and Cross Streets. The property currently contains approximately 260,000 sf of mixed-use space in Portland Square One and Portland Square Two, the remaining property is currently utilized for surface parking and contains approximately 542 private parking spaces. Recognizing the necessary interface of the proposed development with the existing property, the Master Development Plan has included the Portland Square One and Portland Square Two Buildings in its study, as well as a 135 key Hotel proposed for development by the Fathom Company in an effort to look at the properties holistically. We believe proper integration of all buildings into the fabric of the City is a critical component to the future success of this project.

The proposed project development is envisioned as a mixed-use, phased development which, when completed, will have the following program uses:

Office Space: - 548,127 s.f. (Including PS1/PS2)
Retail Space: - 48,153 s.f. (Including PS1/PS2)
Apartments: - 76- 1BR and 2BR Units
Hotel: - 135 Rooms (By Fathom Co.)
Structured Parking: +/- 1336 Spaces (Including PS2)

The design of the project makes use of the sloping site to locate parking below grade from Spring and Fore Streets with garage entrances located on Spring, Cotton and Cross Streets. On the Upper Site, two levels of parking are proposed below Spring Street, with another five levels of parking above. Building frontage along Spring and Fore Street will be wrapped with retail at the ground level and residential units above. Above the fifth floor, two office towers rising another 4-5 floors are proposed, providing a total of approximately 200,000 sf of Class A Office space on these upper levels. The intent is that the roof areas between the office buildings would be developed with greenroofs, which might function as stormwater treatment or outdoor programmed space for the office tenants.

On the Lower Lot, one level of parking is proposed under the north side of the parcel, with two additional levels of parking rising above Fore Street. Wrapping this parking structure will be retail space along Fore Street and approximately 82,000 sf of office uses above. On the south side of the parcel, a large ground floor retail space is envisioned, with a residential building rising four floors above. A critical, defining element of the project will be a pedestrian street /plaza that runs through the center of the lower site, extending the visual and physical connection of Cotton Street, and ending with a grand public stair connecting to the Commercial Street sidewalk.

A portion of the parcel at the corner of Commercial and Center Streets adjacent to the Richardson Wharf Building will be conveyed to Fathom Company for a 135-room hotel. Plans for the Hotel are included with this Master Development Plan Application, but it is recognized that this project is proceeding independently through its own Level III Review and Approval.

Primary Design Considerations:

The site occupies an important area in the heart of downtown positioned at the western edge of the Fore Street Old Port neighborhood. The site itself is currently used as surface parking, and it is also flanked by additional open parking sites to the west (Baxter Place), and a small lot fronting Commercial Street (on the water side of the MEMIC Building).

Importantly, the site abuts the Commercial Street Historic District and is in close proximity to two significant historic structures, the Richardson Wharf Building built in 1867 and the Tracy Causer Building that survived the great fire of 1866.

The site context also contains a variety of building scales. Fore Street to the east is the heart of the Old Port with its rich historic fabric and pedestrian centered streets. To the north is downtown business district with its larger more contemporary structures such as 1 & 2 Portland Square, Canal Plaza, and the Civic Center. To the west, the fabric begins to transition to a less dense mix of residential and commercial buildings. To the south, the Commercial Street corridor with its mix of water-based industries along the piers combines with vibrant commercial mixed-use structures.

This project offers an opportunity to bridge these varied built environments, “fill in” a significant hole in the urban fabric, and enhance/ extend the pedestrian environment present in the Old Port and the Commercial Street Corridor. The development of a pedestrian street into the site is at the heart of the design concept, and as an extension of Cotton Street, it provides a linkage between the Commercial Street Corridor, the Old Port, and the Downtown Business District.

The buildings are designed with continuous street level storefronts along Fore and parts of Center and Cross Streets as well as a large retail space under the apartments that opens to both the plaza and the streets. Small micro retail spaces are also planned to help activate the plaza with pop up stores and food vendors. The plaza itself will include planters, seating and lighting to enhance the pedestrian experience, and ties into a shared use at the hotel courtyard.

The office building massing has been designed to provide a scale appropriate to the Fore Street streetwall, while providing setbacks from the Richardson Wharf building, from +/- 34’ at the lower levels to further setbacks at the upper levels to achieve a compatible height with the historic structure.

The apartment building facing Center Street and across Fore Street from the Tracy Causer building has a more articulated form further breaking down the scale into smaller elements that are in keeping with the more residential scale of the fabric heading west from the site. The large retail space at its base helps to extend the pedestrian vitality of Fore Street around the corner along Center Street.

Brick and pre-cast concrete elements are the predominant building material for all structures with the office building also making use of glass and metal cladding at the upper levels and the apartment building mixing in a secondary brick color, metal and wood siding.

Service for the Hotel and Lower Site will be from a dedicated service drive off Center Street, and service for the Upper Site will be primarily from a service driveway between the new development and PS1/PS2.

Sidewalk improvements include new brick sidewalks with street trees, streetlights, pedestrian flares at all intersections, and other site improvements (bike racks, etc) to provide an inviting pedestrian zone which feels like an extension of the Old Port.

Attached and made part of this Application are documents, reports, plans, and images that describe the Portland Square Project in full detail. We believe the Application is complete and welcome the opportunity to work closely with City Staff, Planning Board, and interested residents of Portland during its review and approval to ensure this project lives up to its incredible potential.

With Regards,
CARROLL ASSOCIATES

Patrick J. Carroll, Principal

CC: Peter Pachios, NR IV
Adam Meyers, NR IV
Dan Jacques, NR IV
Jim Brady, FC
Stephen Weatherhead, WSA
Barry Sheff, W&C

Att. 2

NORTH RIVER COMPANY, LLC

224 12th Avenue
New York, NY 10001-1005
Telephone (212) 695-8090
Facsimile (212) 629-8768

December 10, 2018

Ms. Barbara Barhydt
Development Review Manager
City of Portland
389 Congress Street, 4th Floor
Portland, ME 04101

Re: Letter of authorization for Portland Square development project.

Dear Ms. Barhydt,

On behalf of North River Company, in its capacity as the Manager of North River IV LLC, which is the owner of record for the parcel of land bounded by 486-504 Fore Street, 8-30 Cross Street, 273-285 Commercial Street and 3-19 Center Street (legal description: Map 38, Block G, Lots 1-3-5), (a/k/a "Portland Square lower parking lot"), this letter shall authorize Patrick Carroll of Carroll Associates and Steve Weatherhead of Winton Scott Architects to act as agents in procedural actions related to obtaining City of Portland Planning Board approvals associated with the proposed development project located on the Portland Square lower parking lot.

Sincerely,

Peter L. Pachios

Cc: Patrick Carroll
Steve Weatherhead
Melissa Santiago

Portland, Maine — Yes. Life's good here.

Planning & Urban Development Department

MASTER DEVELOPMENT APPLICATION SUBMISSION CHECKLIST

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

GENERAL APPLICATION DOCUMENTS

Checklist	Items to be Provided
Yes NA Plan ✔	**PROJECT DESCRIPTION** • Cover Letter with detailed project description
Yes NA Plan ✔	**COMPLETED CHECKLIST – LEVEL III APPLICATION**
Yes NA Plan ✔	**RIGHT, TITLE AND INTEREST** • Deeds, leases, or purchase and sales agreements
Yes NA Plan ✔	**EVIDENCE OF STATE OR FEDERAL APPROVALS**, if applicable • Permits or letters of non-jurisdiction, if applicable
Yes NA Plan ✔	**ZONING ASSESSMENT** • Table listing required and proposed uses and dimensional standards – Zoning Analysis Table
Yes NA Plan ✔	**EXISTING &/OR PROPOSED EASEMENTS OR COVENANTS, if applicable** • Evidence of existing easements and any proposed easements
Yes NA Plan ✔	**WAIVER REQUESTS** • Written request for waiver describing request and reason. Waiver Table
Yes NA Plan ✔	**FINANCIAL CAPABILITY** • Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
Yes NA Plan ✔	**TECHNICAL CAPABILITY** • Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

MASTER DEVELOPMENT SUBMISSION CHECKLIST

Provide assessment of compliance with standards and include supplemental documentation, as applicable. Submit each document as a separate PDF file.

NEIGHBORHOOD CONTEXT

Check list	Assess/Provide/Document:
Yes NA Plan ✔	**Neighborhood Context Statement** • 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)

CONCEPTUAL MASTER DEVELOPMENT PLAN

Check list	Assess/Provide/Document:
Yes NA Plan ✔	Natural Features • An analysis of existing and/or adjacent natural waterways, wetlands, floodplains topography, soil conditions and other natural features, as applicable
Yes NA Plan ✔	View and Historic Features • An analysis of the designated view corridors, historic resources, and archeological resources associated with the site
Yes NA Plan ✔ ✔	Major Landscaping Assess major landscaping elements, features, open space and plans for preservation of natural features
Yes NA Plan ✔ ✔	Buildings • Existing/proposed buildings and other significant structures, building groupings, exterior building elevations and entrances, parking areas, and other significant physical features of the site
Yes NA Plan ✔	Other Information • Other supportive information that may be beneficial in the evaluation of the Master Development Plan

TRANSPORTATION	
Check list	Assess/Provide/Document:
Yes NA Plan ✔	Transportation Assessment • Assessment of major circulation patterns (pedestrian, bicycle, and vehicle) surrounding and serving the site, access ways, easements and any public areas within or next to the site
Yes NA Plan ✔	Traffic Analysis • A traffic analysis and recommendations prepared by a registered professional engineer per Section 14-527 (e) (2) (xii)
INFRASTRUCTURE	
Check list	Assess/Provide/Document:
Yes NA Plan ✔	Public Safety • An analysis of the public safety services needed to support the master plan
Yes NA Plan ✔	School Impacts • An analysis of the anticipated impacts on the public school system to support the Master Development Plan
Yes NA Plan ✔	Stormwater Drainage • General statements concerning storm water management techniques shall accompany generalized drainage plan
Yes NA Plan ✔	Utilities • A utilities analysis and recommendations prepared by a registered professional engineer per Section 14-527 (e) (2) (xiii)

Master Development Plans Checklist

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

☑ NEIGHBORHOOD CONTEXT MAP – Site Plan Ordinance (Section 14-527 (e))

At a scale of not less than 1" to 100' - Neighborhood map, including roads, utilities, pubic facilities and major existing buildings.

CONCEPTUAL SITE PLAN(s) – Site Plan OrdiannceSection 14-527 (e) (2) (I through xv)

☑ General Requirements

- North Arrow
- Date
- Scale
- Legend
- Title of Master Development Plan and Project Name
- Applicant
- Engineer (s), Designer (s) and/or Agent (s)

☑ Existing Conditions

- Approximate boundary lines of existing and proposed lots within and immediately adjacent to Master Development Plan, with approximate areas and dimensions
- Approximate location of structures on abutting property
- Topography
- Locate water courses
- Delineate wetlands and flood plains
- Natural Features
- Zone lines

☑ Proposed Site Plan

- Density
- Lot configuration
- Circulation
- Site Layout
- Ground floor area of existing and proposed building
- Building groupings

☑ Access, Circulation, and Parking

- Streets and intersections adjacent to site
- Existing and proposed streets, ways, and easements
- Public areas within or next to the site.

☑ Site Considerations

- Designated view corridors
- Historic Resources
- Archeological resources

☑ UTILITY PLAN, prepared by registered Professional Engineer (Section 14-526 (e) (xiii)):

- Inventory of existing utilities on site and within 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.
- Proposed Location, sizing, and directional flows of all existing and proposed utilities

☑ GRADING AND DRAINAGE PLAN (Section 14-526 (e) (x):

- Existing grades and drainage
- Generalized drainage plan for the site, including drainage ways, flow, points of outfall and indicating impacts of development on affected drainage basins.
- Contour information of not less than 2' intervals.

☑ PUBLIC SAFETY SERVICES

- Public safety services needed to support master plan

☑ LANDSCAPE PLAN

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

☑ ARCHITECTURAL PLANS & RENDERINGS

- Exterior building elevations
- Building entrances
- Context drawings, perspective renderings, photographic montages or computer generated graphics depicting proposed development within context of neighborhood. (Section 14-527 (e) (2) (v))
- Digital three-dimensional model, per Section 14-527 (e) (2) (v)

EVIDENCE OF STATE OR LOCAL APPROVALS

Portland Square will require the following permits and approvals:

Permit Required	Submittal Date	Anticipated Approval Date
• City of Portland Master Development Plan	04/05/2019	07/23/2018
• Level III Site Plan and Subdivision (PH1)	07/18/2019	09/24/2019
• Maine DEP SLODA Amendment	07/18/2019	09/24/2019
• Maine DOT Traffic Movement Permit	04/05/2019	08/15/2019
• State Fire Marshall	09/01/2019	10/15/2019

The Portland Square Project currently has the following Permits and Approvals either in place or pending:

Portland Square One

• Site Plan Approval from City of Portland		November, 1985	July, 1986
• Maine DEP SLODA	#L-013526-26-B-N		July 25, 1986
	#L-013526-26-B-A		July 27, 1987

Portland Square Two

• Site Plan Approval from City of Portland		1988	July 18, 1989
• Maine DEP SLODA	#L-013526-26-C-A		June 19, 1989
	#L-013526-26-C-A (Corrected)		July 21, 1989
	#L-013526-26-D-C		December 21, 1989
	#L-013526-26-F-M		November 30, 1990
	#L-013526-26-G-T		February 2, 1996
	#L-013526-26-H-N		February 15, 1996

Center Street Hotel

• Level III Site Plan Approval from City of Portland	Currently under Review
• Maine DEP SLODA Amendment	Anticipated Submittal with Final Level III Submission

Copies of all Approvals and Findings of Fact are attached to this Application.

MAJOR LANDSCAPING

The site is currently vacant, with minimal landscaping concentrates in planting strips within the right-of-ways on Spring, Cotton, Cross, Commercial, and Center Streets. Four street trees (Honeylocust) are located in cutouts in the sidewalk along Fore Street. Due to the extensive nature of excavation and earthwork required for the project, it is anticipated that all vegetation will be removed from the site and adjacent sidewalks during construction.

The proposed landscape plan envisions installing new sidewalks and street trees on all streets fronting the property. Trees will be located approximately 40 feet on-center and installed in treegrates or raised granite planters per the City Technical manual.

Landscaping within the property will be concentrated to the Cotton Street pedestrian corridor, hotel courtyard, and greenroofs associated with the office and residential buildings. A Conceptual Landscape Master Plan has been prepared and is included in this Application. We intend to work closely with the City Arborist on plant selection and installation requirements to insure long term viability and growth.

EXISTING AND/OR PROPOSED EASEMENTS OR COVENANTS

The following Easements and/or Covenants are existing and/or proposed for the Portland Square Project:

1. Shared Service easement for Hotel and Portland Square from Center Street on south side of lower lot.
2. Eighteen-foot (18') Pedestrian Access easement along "Cotton Street Extension between Commercial Street and Fore Street.
3. Easements within the discontinued section of Cross Street between Spring Street and Fore Street, including the following:
    - 50-foot sewer easement to City of Portland.
    - 50-foot Scenic Easement/ View Corridor, to City of Portland
    - 10-foot pedestrian easement
    - 27-foot utility easement to Central Maine Power
    - 27-foot utility easement to Northern Utilities
    - 10-foot storm drainage easement across Portland Square One and Portland Square Two
    - 25-foot x 35-foot easement to Portland Water District at the intersection of Fore Street and Cross Street
4. Drive Through Teller Easement on Portland Square Two parcel (Lot2)
5. Licenses for building footings, overhangs and canopies located within the public street rights-of-ways.

These easements and licenses will be shown on the ALTA Existing Conditions Survey, Subdivision Plan, or Site Plans that are made part of this Application.

NATURAL FEATURES

The proposed Portland Square Project has been designed to fit within the fabric of the Old Port Neighborhood.

PHYSICAL FEATURES

Based on Preliminary Geotechnical Investigations completed by Haley Aldridge in 2015 and 2016, the site consists of approximately 15-20 feet of urban fill land over marine sand, with bedrock approximately 35 feet below existing grade. This report is available for review if requested.

The current FEMA mapping indicates the site is in Zone C of the Flood Insurance Map, Community Panel 230051 0013 B, which bears an effective date of July 17,1986, and is not in a special hazard area.

The site is gently sloping easterly from Spring Street towards Commercial Street, sloping approximately 20 feet between Spring Street and Fore Street, and another 20 feet between Fore Street and Commercial Streets. The site is primarily paved except for small strips of planting located along the perimeters of the parking areas and streets.

No watercourses, streams, or other waterways are located on the property.

March 8, 2019

Ms. Barbara Barhydt
City of Portland, Planning Division
389 Congress Street, 4th floor
Portland, ME 04101

Re: North River IV, LLC and North River Company, LLC

To Whom It May Concern:

North River Company ("NRC"), the Manager of North River IV LLC, which is the owner of record of the properties known as Portland Square, Portland, ME, has had a banking relationship with People's United Bank, N.A. since 2010. In that time, People's United Bank has provided NRC and its affiliates with real estate financings in excess of $170,000,000, including loans for acquisition, new development and complex renovation projects. We consider the principals of NRC to be of the highest character and, based on our knowledge of NRC's management expertise, financial condition and access to significant liquid assets, People's United Bank would be comfortable entertaining requests for financing any type of real estate project and of any size.

NRC and its affiliates have access to cash reserves and credit facilities well in excess of $20,000,000 with People's United Bank.

People's United Bank is a subsidiary of People's United Financial, Inc., a diversified financial services company with over $45 Billion in assets. Founded in 1842, People's United Bank is a community-based, regional bank in the Northeast offering commercial and retail banking, as well as wealth management services through a network of nearly 400 retail locations in Connecticut, New York, Massachusetts, Vermont, New Hampshire and Maine.

If I may be of any further assistance regarding this highly valued relationship, please contact me at (207) 828-3023 or by email at timothy.mcmachen@peoples.com.

Sincerely,

Timothy J. McMachen
Senior Vice President
Commercial Real Estate

MAINE REAL ESTATE TAX-Paid

QUITCLAIM WITH COVENANT DEED

DLN:1001540002732

RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company with a place of business in 222 South Riverside Plaza, Chicago, Illinois 60606-5808 for consideration paid, grants to North River IV LLC, a Delaware limited liability company with a place of business at 224 12th Avenue, New York, NY 10001, with **QUITCLAIM COVENANT**, the land, together with all improvements thereon and all rights and easements appurtenant thereto, located at or near Union street and Fore street consisting of unites 1-6 One Portland Square, a Business Condominium, the building known as Two Portland Square and certain related parcels, Portland, Cumberland County, Maine, more particularly described on **Exhibit A** attached hereto.

IN WITNESS WHEREOF, RREEF America REIT III-Z4 LLC, has caused this deed to be executed by James E. Toney, Assistant Vice President its duly authorized Assistant Vice President, this 26th day of March, 2015.

RREEF AMERICA REIT III-Z4 LLC,
a Delaware limited liability company,

By: RREEF AMERICA REIT III-Z LLC,
a Delaware limited liability company, its manager,

By: James E. Toney
Its duly authorized Assistant Vice President

Witness:
Vanessa C. Z

STATE OF ILLINOIS
COUNTY OF COOK

March 26, 2015

Personally appeared before me the above-named James E. Toney, Assistant Vice President of RREEF America REIT III-Z LLC, a Delaware limited liability company, manager of RREEF America REIT III-Z4 LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Notary Public/Attorney at Law
Print name: Beverly A Dillon

OFFICIAL SEAL
BEVERLY A. DILLON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MARCH 3, 2018

EXHIBIT A

Legal Description

Tract 1:

Parcel One - One Portland Square.

Units No. 1, 2, 3, 4, 5, and 6 of One Portland Square, a business condominium, situated at the corner of Union and Spring Streets in the City of Portland, County of Cumberland and State of Maine, as more particularly described in the Declaration of One Portland Square, a business condominium, dated as of October 27, 1987 and recorded in the Cumberland County Registry of Deeds on October 29, 1987 in Book 8039, Page 37, and in the plats and plans incorporated into the declaration and recorded in the Cumberland County Registry of Deeds in Plan Book No. 166, Page 44 sheets 1 through 13, by virtue of the recording of which declaration, plats and plans, the declarant created the condominium pursuant to the Maine Condominium Act, Title 33 of the Maine Revised Statutes of 1964, as amended, Chapter 31, Sections 1601-101 et seq., as amended.

Parcel Two - Upper Parking

A parcel of land shown as "Lot 3" on a land title survey prepared for Northland Realty Corporation by Lewis & Wasina, Inc. dated April 5, 1995, Project No. 9508 located on the southerly side of Spring Street Arterial, the easterly side of Cotton Street and the northerly side of Fore Street, City of Portland, County of Cumberland, State of Maine, and being more particularly described as follows:

Beginning at a found rebar at the intersection of the northerly right of way line of Fore Street and the easterly right of way line of Cotton Street;

Thence, N24° 18' 44" W along the easterly right of way line of Cotton street a distance of 356.32 feet to a set 5/8 inch rebar with aluminum cap stamped "Lewis & Wasina PLS 2114" at the southerly right of way line of Spring Street Arterial;

Thence, N65° 47' 27" E along the southerly right of way line of Spring Street Arterial a distance of 89.72 feet to a found rebar;

Thence, continuing to follow the southerly right of way line of Spring Street Arterial along a curve to the left having a delta of 3° 11' 35", a radius 3887.30 feet, an arc length of 216.65 feet and a chord bearing and length of N64° 11' 39" E, 216.62 feet to a found drill hole in a concrete sidewalk;

Thence, S11° 09' 10" E following the former easterly right of way line of cross street, now discontinued, along lot 1 and lands conveyed by deed to Two Portland Square limited partnership as shown on said plan a total distance of 413.33 feet to a found rebar on the northerly right of way line of Fore Street;

Thence, S78° 49' 49" W along the northerly right of way line of Fore Street a distance of 79.03 feet to a found rebar;

Thence, S75° 13' 06" W along the northerly right of way line of fore street a distance of 137.10 feet to the point of beginning.

All the above mentioned found rebar are 5/8 inch with aluminum cap stamped "SMRT RLS 1314".

Reference should be made to the plan for further details of the boundary and easements.

The basis of bearing for this description is magnetic North, 1972, as shown on said plan.

Parcel Three - Lower Parking

A certain lot or parcel of land being the majority of the block bounded northerly by Fore Street, easterly by Cross Street, southerly by Commercial Street and westerly by Center Street in the City of Portland, County of Cumberland, and State of Maine and further bounded and described as follows:

Beginning at a drill hole at the intersection of the northwesterly line of Commercial Street and the easterly line of Center Street, said point also being the most southwesterly corner of certain land conveyed to the Atbro Corporation by Deed dated October 3, 1979, and recorded in the Cumberland County Registry of Deeds in Book 4506, Page 48;

Thence North 43° 29' 22.8" East along Commercial Street, a distance of 69.18 feet to a reinforcing rod;

Thence North 46° 50' 30" East along said Commercial Street, a distance of 54.32 feet to a reinforcing rod;

Thence North 52° 30' 11.2" east along said Commercial Street, a distance of 35.64 feet to a drill hole;

Thence North 24° 17' 37.6" West along land formerly of Ari Newman and Lee Beamis, and now Harbor Landing Condominium, see Declaration of Condominium recorded in Book 6505, Page 312, Cumberland County Registry of Deeds, a distance of 93.23 feet to a reinforcing rod;

Thence North 65° 44' 46" East along land now or formerly of said Ari Newman and Lee Beamis, a distance of 109.60 feet to a P.K. spike in the westerly line of Cross Street;

Thence North 13° 21' 13.9" West along said Cross Street, a distance of 287.70 feet to a reinforcing rod, said point being located at the intersection of the westerly line of Cross Street and the southerly line of Fore Street;

Thence South 69° 41' 09.0" West along said Fore Street, a distance of 318.64 feet to a reinforcing rod, said point being located at the intersection of the southerly line of Fore Street and the easterly line of Center Street;

Thence South 24° 16' 16.2" East along said Center Street, a distance of 451.12 feet to the point of beginning.

Excepting from the above described premises those premises taken by the State of Maine by its Department of Transportation set forth in its notice of layout and taking dated August 21, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9688, Page 341.

Tract 2: Two Portland Square.

A certain lot or parcel of land with any buildings thereon situated at the intersection of Fore Street and Union Street in the City of Portland, County of Cumberland, and State of Maine, being Lot 2 on plan for Two Portland Square Subdivision by Stevens Morton Rose & Thompson dated October 22, 1987, revised to September 18, 1989 and recorded in Plan Book 182, Page 29.

Subject to and together with that certain parking easement established in Declaration of Easement by Portland Square limited partnership dated December 18, 1989 and recorded in Book 9028, Page 117, as affected by Subject Property Notice dated December 18, 1989 and recorded in Book 9028, Page 136, and by Permitted Parking Areas Plan dated December 18, 1989 and recorded in Book 9028, Page 141.

Rights, easements, covenants, conditions and restrictions set forth in Declaration of Easement by Portland Square Limited Partnership dated October 30, 1987, recorded at Book 8045, Page 303, as affected by Additional Declaration of Easement dated December 18, 1989, recorded at Book 9028, Page 92, Release of Easement dated December 18, 1989, recorded at Book 9028, Page 97, Subject Property Notice dated December 18, 1989, recorded at Book 9028, Page 102, and Permitted Parking Areas Plan dated December 18, 1989, recorded at Book 9028, Page 112.

NORTH RIVER COMPANY

Bulgroup Properties was established in 1981 and managed by Tickly Bender Realty Corp., a predecessor to North River Company LLC ("NRC"). NRC is a privately held real estate investment and management firm based in New York City. NRC invests in and manages real property on behalf of high net worth and institutional investors.

NRC owns and operates a highly-diversified portfolio of office, mixed-use, fine art storage, industrial and retail property. Presently, NRC owns and operates over 3,500,000 square feet of mixed-use properties and over 275 acres of ground-up development in New York, Massachusetts, Maine, Vermont, New Hampshire, Pennsylvania, Colorado and California. NRC has closed on more than 30 acquisitions and dispositions over the past 20 years, representing over $1.6 billion in aggregate transaction volume.

NRC seeks to acquire, manage and develop strategically located real estate assets to provide long-term value to investors through cash flow and asset appreciation. NRC's management experience in a variety of transactions provides a broad background in many types of investments from stabilized assets to value-add properties to long-term redevelopment opportunities. NRC's long-term viewpoint endeavors to successfully take advantage of and protect against adverse market conditions.

NRC's traditional investment structure involves the creation of a special purpose entity to acquire an asset with NRC or an affiliate as the manager of the investment. Depending on the equity level required and the anticipated return and hold period of the investment, investment partners range from a single institutional investor to a syndication of individual private capital and family offices. NRC's management team typically invests between 10% and 20% of the required equity of each transaction.

NRC's management team has extensive commercial real estate investment management experience in an array of markets. NRC's efforts include complex joint-venture arrangements, redevelopment of existing occupied properties, ground-up development, repositioning assets, leasing, property management, assembly of new businesses to create new income streams (self-storage, antique mall, gallery, event space, etc.) and asset management and investment reporting. The management team maintains strong relationships with governmental, civic and business leaders in each location NRC operates. Members of NRC's team belong to local and national real estate boards/associations, as well as several notable non-profit organizations and academic institutions. NRC takes an active, "hand-on" approach, carefully selecting in-house management teams in each market. NRC's full-service business model has consistently delivered results for tenants and investors.

Maine Portfolio

One and Two Portland Square
Portland, Maine
260,000 SF / 5 Acres
Office / Land Development

Merrill's Wharf
254 Commercial Street
Portland, Maine
100,000 SF
Office Conversion

260 Commercial Street
Portland, Maine
17,500 SF
Retail / Office / Warehouse

14 Maine Street
Brunswick, Maine
450,000 SF
Office / Retail / Storage Conversion /
Land Development

Hathaway Creative Center
10 Water Street
Waterville, Maine
230,000 SF / 4 Acres
Office / Multifamily / Retail Conversion

Select Projects/Properties

200 Inner Belt Road
Somerville, Massachusetts
200,000 SF / 8 Acres
Art Storage / Office / Land Development

175 McClellan Highway
East Boston, Massachusetts
400,000 SF / 13 Acres
Residential / Office / Warehouse Conversion / Land Development

Acorda Pharmaceuticals Building
Chelsea, Massachusetts
142,000 SF / 3 Acres
Office / R&D / Manufacturing / Land Development

40 IDX Drive
South Burlington, Vermont
260,000 SF / 5 Acres
Office / Land Development

Terminal Stores
263 11th Avenue
New York, New York
1,200,000 SF
Office / Retail / Storage Conversion

Management Team

Coleman P. Burke
Founder & Chairman

As the Chairman and Managing Partner of NRC and its related entities, Coley is responsible for overseeing the development and execution of NRC's investment strategy. With more than 45 years of real estate investment, development and management experience, Coley plays a central role in identifying new opportunities, capital raising, and in our overall investment and management strategy. Coley graduated from St. Paul's School in 1959, Yale University in 1963 and Case Western Reserve University Law School in 1970. He spent four years (1963-1967) as a Ltjg., Fleet OOD and Communications Officer in the United States Navy. Prior to founding NRC, Coley was admitted to the New York State Bar and practiced law at Burke & Burke in New York City from 1970 to 1983.

Christopher S. Flagg
President

As President of NRC and its related entities, Chris oversees day-to-day management of all aspects of the firm, which includes managing our teams in New York, Massachusetts, Maine, New Hampshire, Vermont, Pennsylvania, Colorado and California, as well as capital raising. With over 29 years of real estate investment, development and management experience, Chris plays a leading role in the strategic direction of NRC. Chris joined the management team in 1990. Chris graduated from Deerfield Academy in 1983 and received a B.A. degree from Hamilton College in 1987.

Christopher H. Pachios
Vice President

As Vice President of NRC and its related entities, Chris helps to oversee day-to-day operations of the firm, while primarily focusing on new acquisitions, business development and sourcing equity and debt. Chris joined the management team in 2003. Prior to joining the firm, Chris worked as a commercial real estate broker in Boston and New York. Chris is also a partner in a family real estate business founded by his grandfather in Portland, Maine. Chris graduated from St. Paul's School in 1994 and received a B.A. degree from Bowdoin College in 1998.

Peter L. Pachios
Managing Director

As Managing Director of NRC and its related entities, Peter's responsibilities include acquisitions, asset management, leasing, operations and development. Peter joined the management team in 2007. Prior to joining the firm, Peter worked for the Boston Red Sox, primarily focusing on growing the non-baseball related business. Peter is also a partner in a family real estate business founded by his grandfather in Portland, Maine. Peter graduated from St. Paul's School in 1999 and received a B.A. degree from Georgetown University in 2003.

Adam K. Myers
Managing Director, Chief Engineer

As Managing Director and Chief Engineer of NRC and its related entities, Adam's broad range of responsibilities include acquisitions, construction management, asset management, operations, and property management. Adam leads the development, construction and maintenance initiatives throughout the company's portfolio. Adam joined the management team in 2011. Prior to joining the firm, Adam worked for over 10 years in real estate development and construction management. He founded, owned and operated a project management consulting company that specialized in commercial construction across North America. Adam graduated from Kenyon College with a B.A. degree in 1997 and the Daniels College of Business at the University of Denver with an M.B.A in 2006.

Anthony J. Gatti
Vice President, Maine Operations

Tony joined NRC in 1993. As Vice President, Tony oversees the day-to-day operations of the Portland, Brunswick and Waterville, Maine teams, primarily focusing on leasing, tenant relations and property management. Anthony is a native of Maine and lives in Scarborough, Maine.

Daniel P. Jacques
Construction Manager, Maine Operations

Dan joined NRC in 2005 as part of the construction management, maintenance and operations team. Dan served as NRC's construction supervisor on the Merrill's Wharf redevelopment for Pierce Atwood. Prior to joining the firm, Dan worked in project management as the east coast manager for a worldwide chemical engineering company. Dan is a Maine native, and graduated with a B.A. from the University of Maine in 1979 and attended the Muskie School at the University of Southern Maine from 1988 to 1989.

CARROLL ASSOCIATES

Firm Description

Carroll Associates is a small consulting firm engaged in the practice of landscape architecture, land planning, and site design. The firm was created in 1993, and is involved in a wide range of design and planning projects throughout Maine and New England.

The firm provides professional services to a broad-based clientele that includes municipal and institutional organizations, architects, engineers, real estate developers, and private individuals. While maintaining a diverse workload, the firm is entrenched in public, urban, and residential based planning and design work. Carroll Associates has significant experience in public, urban waterfront settings, institutional projects ranging from elementary schools to university work; municipal projects and recreational projects including work at Acadia National Park. The overriding objective in each is to provide a sensitive and well thought out solution which respects the natural environment and creates a functional and inviting setting for the building and its user.

Carroll Associates has been involved with many complex state and municipal projects which are specifically relevant to this project. Relevant Site Planning and Urban Design projects in Portland include the following:

- Ocean Gateway Ferry Terminal
- Marriot Residence Inn
- Riverwalk Condominiums (unbuilt)
- Maine State Pier Redevelopment Design Competition (selected design, unbuilt)
- Merrill's Wharf Redevelopment
- Thompsons Point Redevelopment
- International Marine Terminal Expansion
- Portland Gateway Hotel

In all of these projects the ability to integrate a new facility or program with historical buildings, complex physical and environmental sites, and established neighborhoods was critical to the overall success of the project.

We are well experienced with working within an interdisciplinary design team and the need to provide strong design solutions with limited budgets. Key to the firm's success is the commitment to providing attention and focusing on the specific needs of the client, remaining flexible and bringing projects to closure on time and within budget.

Professional services offered through Carroll Associates may include any or all of the following:

- Site Selection and Analysis
- Program Development and Budgeting
- Site Feasibility/ Utilization Studies
- Recreation Planning and Design
- Site Master Planning
- Construction Documents, Bidding, and Administration
- Consultant Team Coordination and Management
- Local, State, and Federal Permitting and Approvals

Brick Hill, South Portland, ME

Brickhill consisted of redevelopment of former Maine Youth Center into mixed use 'Smart Growth' project. The program for the 56 acre site includes 300 affordable housing apartments and condominiums, 250,000 SF of professional office space, recreation amenities including an 8 acre park, boat launch, community gardens, and hiking trails while preserving the historic brick structures on the site. The project is 100% completed in 2017. Carroll Associates provided Master Planning and Site Design Services for the project since 2001.

Forefront at Thompsons Point

The Forefront at Thompson's Point is a mixed-use development located on an existing vacant industrial site on the Fore River in Portland Maine. The original program consisted of a new Sports Event Cente, Concert Hall with an adjacent outdoor amphitheater seating 4500, a 235 room hotel, cultural center, restaurants, and approximately 180,000 sf of professional office space. Carroll Associates has been retained by the Developer to provide Master Planning and Landscape Architectural Services on the project.

Oceangate and Maine State Pier Redevelopment

Redevelopment of underutilized portion of Portland waterfront to provide new berthing for cruise ships and international ferry terminal. Oceangate Project includes extensive parking for ferry arrivals and departures, passengers, and tour busses; integration of adjacent narrow gauge railway, extension of existing streets to provide critical connections, and outdoor plazas and parks providing strong pedestrian connectivity to adjacent open space systems. Maine State Pier project includes redevelopment of aging waterfront pier and landside property to provide strong mixed use including office, retail, hotel, and a 2 acre park and with direct access to the waterfront.

Harborcorp, Portsmouth, NH

Redevelopment of vacant property in West End of Portsmouth, NH to provide mixed use development. Project envisions up to 115 Hotel rooms, 24 Condominium Units, Conference Facilities, Retail, dedicated parkland, and Structured Parking. The project ties into the existing Sheraton Hotel across the street. Approvals are in place and construction is expected to begin in 2019

CARROLL ASSOCIATES

PATRICK J. CARROLL
Principal Landscape Architect

Professional Registration:
Maine, New Jersey, New Hampshire, CLARB

Education:
Utah State University
Bachelor of Landscape Architecture,1978

Prior Experience
Carroll Associates, Portland ME 1993-
Moore Weinrich Architects, ME 1989- 2003
Environmental Planning and Design, ME 1988
Design Workshop, CO 1982- 1988
Land Design, UT 1989- 1988

As founder of Carroll Associates, Pat brings 40 years of landscape Architectural experience on a wide variety of projects throughout Maine, New England, and the Western United States. His successful project experience on largescale master planning and urban design provides a strong basis for solving complex design issues and managing important design and permitting challenges. His sensitivity and understanding of environmental constraints and culture provides for successful projects that are fitting and appropriate to each setting.

Erin Kay
Project Manager

Professional Registration:
Maine

Education:
Rhode Island School of Design
Master of Landscape Architecture, 2010

University of New Hampshire
BA Studio Art, 2004

Prior Experience
Carroll Associates, Portland ME 2013-
Crossby/Schlessinger, MA 2010- 2013

Erin joined Carroll Associates in 2010, and brings significant experience in urban design and planning from her experience in Boston prior to joining the firm. She has actively participated in many of the larger urban projects Carroll Associates has undertaken in the last five years, including Thompsons Point, Harborcorp and other complex and challenging projects. Her ability to quickly synthesize a site and develop creative solutions make her a valuable member of the design team.

WSA

WINTON SCOTT
ARCHITECTS

5 Milk Street, Portland, ME 04101
207.774.4811|www.wintonscott.com

Established in 1975, Winton Scott Architects is a small, design-oriented architectural practice located in Portland, Maine. Our work encompasses a diverse array of project types and scales ranging from multi-block urban developments, to historic renovations, commercial and institutional buildings, and multifamily and single family residences.

Our firm has been recognized numerous times for design excellence by the Maine and New England Chapters of the American Institute of Architects, as well as the United States Green Building Council; and our work has been profiled in national trade journals, local publications, and several books focussed on design and architecture.

Winton Scott Architects is comprised of a staff of six, including four senior architects ranging in experience from 15 to 45 years. The office is organized horizontally with all staff members capable of managing projects from program and design through production of construction documents and construction contract administration. This depth of experience and continuity in staffing have allowed WSA to take on large, complex projects while consistently delivering the highest level of professional services to our clients. The culture of the office is that of an open, creative collaboration of seasoned architects striving for the highest level of design excellence and client satisfaction.

We believe that architecture should be sustainable, adaptable, timeless, and derivative of its context and function. All buildings, even the most modest in scale and budget, can be at once artful, functional, and inspiring if they are rigorously conceived and executed with craft and precision. Each of our designs responds to the specific needs of our clients and the individual character of a particular site and its surrounding context.

Project Images From Top:

Ocean Gateway Cruise Ship Terminal
Skidompha Library
Youth Alternatives Family Center
Merrill Auditorium

Winton Scott Architects

Recent Urban Design / Planning Projects

Project: Maine State Pier Redevelopment

Program: Offices, Hotel, Retail, Restaurants, Marine Operations, Park

Areas: Site area = 7.2 Acres
Buildings = 325,000 S.F.

WSA Role: Design Team Leader, Masterplanning, Architect for Office Building.

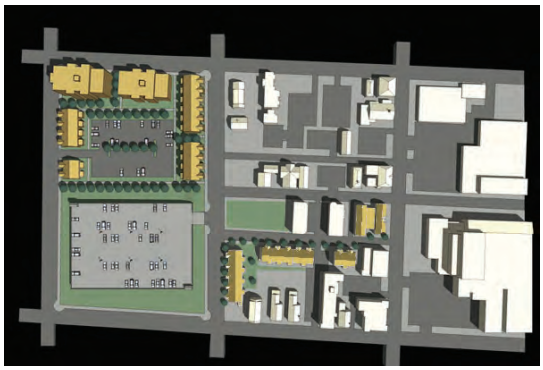
Project: Brick Hill- (Maine Youth Center Redevelopment)

Value: $65M

Program: Offices, apartments, condominiums

Areas: Site area = 59 Acres
Buildings = 336,000 S.F.

WSA Role: Masterplanning, Architects for 3 apartment projects, 2 office buildings

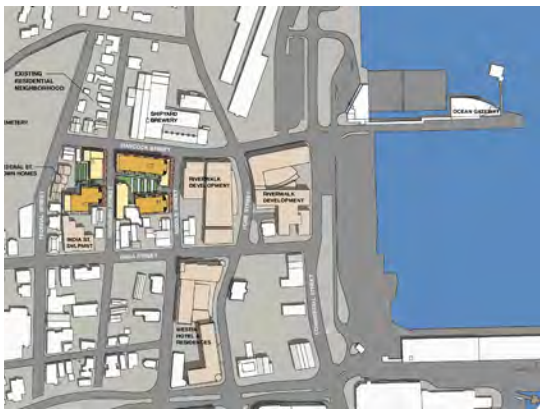


Project: Pearl Place & Unity Village Infill Housing

Program: Market rate & Subsidized apartments (188 Units)

Areas: Site area = 2.5 Acres
Buildings = 220,000 S.F.

WSA Role: Masterplanning, Architecture



Projects: Westin Hotel & Residences
The Village at Oceangate
Eastern Waterfront Garage
Oceangateway Cruiseship Terminal

Program: Hotel, Condominiums, Office, Retail Parking Garage, Terminal

Areas: Site area = 14.75 Acres
Buildings = 890,000 S.F.

WSA Role: Masterplanning, Architecture

WSA
WINTON SCOTT
ARCHITECTS

Winton Scott, NCARB
President

Professional Registrations	Maine, Massachusetts, and NCARB Certification
Other Experience	Louis I. Kahn, Architect, Philadelphia, PA Senior Project Architect Phillips Exeter Library Eero Saarinen and Assoc., New Haven Designer and Job Captain Ford Foundation Headquarters
Education	University of Texas, Bachelor of Architecture with Highest Honors, 1960

Before founding founding Winton Scott Architects in 1975, Winton Scott had built an impressive list of project experiences with some of the most highly respected architectural firms in the country. During this same period, he also accepted several teaching appointments with some notable schools of architecture, honing his own design interests.

Although Winton is a skilled designer, comfortable with any site, any building type and any scale, one of his special interests is urban design. His keen sensibilities in this arena are dramatically apparent in several recent projects completed by WSA

Stephen W. Weatherhead, RA
Principal

Professional Registrations	Licensed Architect, State of Maine
Education	Syracuse University, Bachelor of Architecture Professional Degree, 1988 Syracuse University in Florence, Italy Architecture Study Abroad Program, 1986

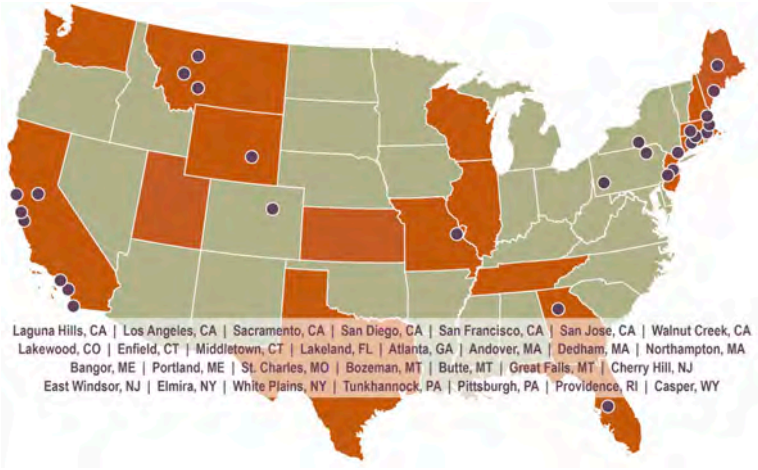
Steve joined Winton Scott Architects in 1994 to take on the role of Project Architect for the renovations to Merrill Auditorium. Since that time, he has gained extensive design and management experience on a wide range of renovation and new construction projects undertaken by the firm. His work encompasses projects ranging from custom homes to large scale commercial and institutional projects as well as a large portion of the firm's municipal work which includes a multitude of projects completed for the City of Portland.

With over 28 years of experience in all phases of architectural practice from conceptual design through construction, Steve knows how to effectively manage the design team and lead an open process that has consistently produced successful building projects based on the specific needs of his clients. He has managed projects for WSA totaling over $100M in construction value that have utilized a full range of project delivery methods both in the private and public sectors.

PROFILE OF THE FIRM

Woodard & Curran is an integrated engineering, science, and operations company. Privately held and steadily growing, we serve public and private clients locally and nationwide.

Talented people are at the heart of our firm. Our company was founded in 1979 on a simple business concept: provide an enjoyable place to work with opportunity, integrity, and commitment, and we will attract talented people. It happened. At the heart of our company are people who are experts in their fields and passionate about what they do, showing a level of commitment and integrity that drive results for our clients. You experience this power every day in our actions, our solutions, and our promises kept.



Commitment evident in personal approach

Our commitment is reflected in the personal attention, collaborative resources, and dedication to results that we devote to each project. We assign the right people with the right expertise to the job, and provide clients with easy accessibility to senior experts.

Our work is characterized by responsiveness, resourcefulness, and willingness to do what it takes to get the job done properly. Examples range from helping communities garner state and federal funding for wastewater treatment system improvement to managing a multi-vendor manufacturing project through a major snowstorm and getting production lines up and running. We are experts at navigating the complexities of environmental regulations and have been involved in transforming many brownfields sites into marketable properties. In defining moments like these, it is commitment that brings our clients results.

Woodard & Curran serves clients locally and nationwide from offices throughout the U.S. Headquartered in Portland, Maine, the firm operates offices in the locations noted above, as well as treatment facilities in the states that appear in orange.

Operating with integrity

Our integrity impacts our decision-making at all junctures of our work — from the openness of our communication to the fairness of our prices to placing your interests above our pocketbook. We hire people who share our values of honesty, respect, and fairness and who want to do the right thing. They, in turn, treat everyone — our people, our clients, regulators, and stakeholders — respectfully and honestly.

Full-service firm with multidisciplined staff

Our integrity and commitment are matched only by the depth of our expertise. Our staff are specialists in their fields, offering in-depth understanding of cutting-edge technology, astute problem-solving, multidisciplinary engineering, and expert regulatory guidance. The firm has received numerous honors and awards, and we have ranked among *Engineering News-Record's* top 100 environmental firms every year since 2000.

Services to the private sector

Woodard & Curran provides a range of site/civil and environmental engineering, science, and operations support to companies in the real estate sector, as well as to hospitals, colleges and universities, and law firms, helping our clients realize their project vision.

BARRY SHEFF, PE
PRINCIPAL-IN-CHARGE

Professional Profile

Barry is a Senior Principal and Senior Project Manager with over 25 years' experience working with the public sector on infrastructure planning and implementation, and with the private sector on urban revitalization projects. He is responsible for design and project management, with expertise engaging and facilitating stakeholder processes. His project work has involved utility infrastructure with focus on stormwater and wastewater utility planning studies, evaluations, and engineering; green infrastructure; master development planning and site design; and environmental/land-use permitting at the local, state, and federal levels. Barry focuses his work on sustainable environmental design and is committed to collaborating with owners and stakeholders to develop practical solutions to complex problems. He has been involved in numerous projects with high-performance buildings and LEED certification. Barry has a track record of understanding client expectations, consistent budget controls and excellent communication skills that enable him to drive the success of small and large projects of varying complexities.

Related Experience

Maine Medical Center, Portland, ME – Parking Garage. Principal-in-Charge for the permitting and design of the new 2,000+ car parking garage in St. John Valley neighborhood of Portland. The project is the result of a partnership between a private land-owner and Maine Medical Center (MMC) as part of the hospital's major campus expansion. Woodard & Curran's work involves site options analysis, land-use and environmental permitting, site/civil engineering and utility infrastructure design for the multi-level parking structure to serve MMC employees. Focus areas of the project involve the coordination with employee shuttle services, and the need for accommodating employee commuting patterns and routes while reducing demand on the existing urban street network surrounding the hospital campus.

Patrons Oxford Insurance – Patrons Oxford Insurance Headquarters. Principal-in-Charge for the permitting and design of the new Patrons Oxford Insurance Headquarters in Portland, Maine. The project was the first development in the Portland Technology Park in Portland (designed by Woodard & Curran). The project involved close coordination with the design team and owner, and included the low impact design considerations for parking and site features, as well as integration into the Technology Park's stormwater management plan.

East Brown Cow Management Inc., South Portland, ME – Sable Oaks Office. Principal-in-Charge responsible for civil site design and land-use permitting of a 45,000-SF office building with associated parking lot, access drives, plazas, and landscaping. The project included design of stormwater treatment systems, erosion control, site amenities, and utilities. Permitting efforts involved the City of South Portland, Maine Department of Environmental Protection (DEP), Army Corps of Engineers, and Federal Aviation Administration given proximity to the Portland International Jetport.

Education

- Bachelors, Civil / Environmental Engineering, University of Vermont

Registrations

- Registered Professional Engineer - ME, #9708
- NCEES License - National, 60366
- Maine DOT Local Project Administration Tier 1 Certification

Professional Associations

- American Society of Civil Engineers
- American Public Works Association
- New England Water Environment Association (NEWEA)
- Order of the Engineer

East Brown Cow Management Inc., Portland, ME – Hyatt Place Hotel. Principal-in-Charge for this redevelopment project to convert an existing parking lot on a 20,000 SF urban parcel of land into an 80,000 SF hotel. We collaborated with the architect and owner's representative to provide local permitting and site / civil engineering design associated with the project. The project was complicated by private power distribution infrastructure that crossed the site and needed to be maintained, as well as the City's desire to have off-site roadway improvements incorporated into the project.

PDT Architects, Portland, ME – Adams School Workforce Housing. Project Manager for this urban redevelopment project, supporting AVESTA Housing and its design team. Located in the Munjoy Hill neighborhood of Portland, the project is a result of a public RFP for redevelopment proposals of this brownfield site, the home of a former elementary school. The project involved the demolition of the existing Adams School building and site amenities, and remediation of environmental contamination; and development of a 16-unit affordable ownership-housing complex, with public open space and playground area. Our work involved local and state environmental permitting, and site engineering and design associated with the placement of this project in a densely developed residential neighborhood. The engineering effort required an intensive balance of earthwork activities to control remediation costs and ensure adequate environmental protections for the residents and users of the open spaces.

The Watermark and Ocean Gateway Garage – Mixed Use Development. Project Manager for the environmental due diligence phases (Phase 1 environmental site assessment and soil/groundwater investigations), site design, and permitting for this private mixed use development on the Portland waterfront (adjacent to the Ocean Gateway facility) with boutique hotel, luxury condominiums, retail, commercial space, office building, 750-car parking garage, and additional surface parking lots. Site/civil work includes layout, grading, drainage, erosion and sedimentation control, and utility design. Permitting includes City Site Plan, Subdivision, Historic Preservation, Maine DEP Site Law, and Maine Historic Preservation permitting. The parking garage was constructed while the remaining portions of the project were unbuilt.

MaineDOT, Portland, ME – Ocean Gateway Multimodal Facility. Program and Project Manager of the permitting and design for implementing first phase of the Master Plan of the redevelopment of a 19.5-acre ship repair facility to a multi-use marine transportation facility on Portland's waterfront. The phase one facility encompassed the former Bath Iron Works site and the associated City-owned land-based infrastructure. Under Barry's responsible charge, Woodard & Curran prepared, submitted, and obtained land-use and environmental permits for the project, including local land-use and Board of Harbor Commissioners approvals; Maine Department of Public Safety Construction Permit; Maine Traffic Movement Permit; U.S. Army Corps of Engineers Department of the Army Permit; and Maine DEP Site Location of Development Permit and Natural Resources Protection Act. We also designed the site infrastructure (vehicle queuing, pick-up and drop-off, short- and long-term parking) to be flexible in its use. The project includes the design of City streets, a major regional trail connection, and the narrow gauge passenger railway. The design creates a new city block and the impetus for economic development. The design of utility infrastructure and blending the facility into an existing congested urban environment proved challenging, but in the end, met the City's future needs. Barry was responsible for working with a steering committee to develop and refine concepts working within available construction funding constraints, and for preparing Phase 1 improvement recommendations as a summary of the preliminary design efforts. As the Program Manager, Barry was responsible for managing the contract with the State of Maine and the 10-firm design team.

University of Southern Maine, Portland, ME – Community Education Center and Parking Garage. Project Manager/Engineer responsible for site and utility design of a 1200-car parking garage, 500-seat lecture hall, and 15,000-SF office classroom building. Coordinated the site survey; completed preliminary site evaluations; prepared grading and utility plans for surface parking areas, open space, and roadways; developed construction documents; completed stormwater design; coordinated with the City of Portland for roadway realignments and discontinuances; coordinated design plans with the project architect and landscape architect; and prepared technical specifications for construction documents. Coordinated with the regulatory agency; prepared local Demolition Permit applications; prepared Application for Maine DEP Site Law and City's Major Site Plan Applications under tight time frames. The project is LEED Gold certified.

City of Portland, ME – Bayside Adapts, Phase I. Principal-in-Charge of the team providing planning and engineering services to facilitate the City's first climate change adaptation planning effort, for the City's Bayside neighborhood. The focus of the project was to conduct a Sewer and Stormwater Data Gap Analysis, and public engagement process to help the community identify a socially responsible, technically sound and financially feasible adaptive strategy to protect the Bayside Neighborhood from the effect of rising tides, extreme rain events and storm surge. Our work involved coordination and contracting with a subconsultant, RPS ASA to evaluate and recommend sea level rise and storm surge scenarios appropriate for City of Portland's planning horizon.

BECKER
STRUCTURAL ENGINEERS

About Us

Becker Structural Engineers, Inc., was founded in 1995 and is a full service structural consulting firm with a staff of twenty-seven. We provide practical, cost-effective and innovative solutions on a wide range of challenging projects in three practice areas; buildings, parking structures and bridges.

We believe in competency and character as our defining values. We are pro-active and interactive in our approach. Our dedicated staff and our investment in technology allows us to deliver high quality service on multiple large and small projects simultaneously. We embrace an engineering approach to projects which combines classical engineering theory and practical experience, paired with the versatility and efficiency of Autodesk Revit to create structural models which interact and coordinate with architectural and mechanical models to define the comprehensive building system. This approach advances the design and coordination of our projects.

Our building design practice includes residential, commercial, education and public institutional buildings. We have substantial experience with contemporary building design which is complemented by an extensive background and expertise renovating and restoring historic structures. Our design capabilities are complemented by our construction phase services, which include construction reviews for general conformance and implementation and administration of the IBC Special Inspections Program. We believe a strong job site presence contributes to enhanced quality and improved construction efficiency. Working with the owner, architects, contractor and testing agencies our office provides a full range of construction monitoring capabilities.

Becker Structural Engineers have been the selected structural engineering consultant for municipalities, owners and developers throughout New England. Recent and relevant work includes on-going services under a **General Consulting Services for the City of Portland** and a **General A/E Services** agreement with the **Portland Housing Authority.** Significant buildings in Portland include the multi-story medical offices for **InterMed**, the **Hyatt Hotel** located on Fore St. and the rehabilitation of the **historic Twitchell-Champlain** building on Merill's Wharf which now serves as the law offices for Pierce Atwood**.** We strive to integrate ourselves in understanding the overall approach that each owner is seeking to obtain, with guidance on analysis and cost recommendations to fit within the sustainability of the program design.

City of Portland
International Jetport
Parking Garage

Hyatt Hotel

InterMed Medical Offices

Historic Twitchell-Champlain Offices

75 York Street, Portland, Maine 04101 ■ 207.879.1838 ■ beckerstructural.com

BECKER
STRUCTURAL ENGINEERS

Casco Bay Ferry Terminal

Canal Zero Redevelopment

Maine Medical Center
Employee Parking Garage

Portland Public Library

50 Sewall Street M.O.B. (LEED Certified), Portland, ME
58 Fore Street Building 2/3 & Marina Building, Portland, ME
84 Marginal Way M.O.B and Parking Structure, Portland, ME
173 Main Street Redevelopment, Waterville, ME
409 Cumberland Ave Housing, Portland, ME
Bayside Anchor Housing, Portland, ME
Bayside Village Student Housing, Portland, ME
Berlin City Honda Showroom, South Portland, ME
Berlin City TSL Showroom, South Portland, ME
Canal Zero, Portland, ME
Casco Bay Ferry Terminal, Portland, ME
CEI Office Building (LEED Certified), Brunswick, ME
Consigli Office Building, Milford, MA
Dead River Corporate Office, South Portland, ME
DHS Office Building, Portland & Lewiston, ME
Elm Terrace Apartments, Portland, ME
Emerson Shailer Housing, Portland, ME
Exactitude Office/Manufacturing Building, Cumberland, ME
Ferry Terminal Redevelopment IMT Office Building, Portland, ME
Genest Warehouse Addition, Biddeford, ME
Gorham Savings Bank Operations Center, Gorham, ME
Handyboat Restaurant/Dockside Grill, Falmouth Foreside, ME
Hill Farm Equestrian Center, New Gloucester, ME
Huston Commons, Portland, ME
Hyatt - Old Port Hotel, Portland, ME
IDEXX Laboratories Data Center Relocation, Westbrook, ME
Irish Heritage Center Structural Review, Portland, ME
Jackson Laboratories Building Renovation, Bar Harbor, ME
LL Bean Vertical Expansion Feasibility Study, Freeport, ME
Maine DEP - Deering & Greenlaw Buildings, Augusta, ME
Maine Medical Center Family Practice Office Building, Portland, ME
Maine Medical Center Employee Parking Garage, Portland, ME
Maine Municipal Association Office Addition, Augusta, ME
Maine Standards Building, Cumberland, ME
Maine Veterans Homes Office Building, Augusta, ME
Marriot Residence Inn, Portland, ME
Merrill Auditorium, Portland City Hall, Portland, ME
Norway Savings Bank, Gray, ME
Park Danforth New Residence Wing, Portland, ME
Patrons Insurance Building, Portland, ME
Pearl Place I & II, Portland, ME
Pinetree Shopping Center Retail Development, Portland, ME
Portland Public Library, Portland, ME
Portland Public Market Redevelopment, Portland, ME
RMS Office Building, South Portland, ME
Saco Biddeford Savings Bank (LEED Silver), Saco, ME
Shops at Falmouth Village, Falmouth, ME
Strand Theatre, Rockland, ME
Topsham Retail Center, Topsham, ME
Twitchell - Champlin Building, Portland, ME
Vortechnics Office Building, Scarborough, ME
Westin Hotel, Portland, ME

BECKER
STRUCTURAL ENGINEERS

Paul B. Becker, P.E., SECB
President

As the founder of Becker Structural Engineers, Paul has over thirty-eight years of structural engineering experience in New England and the Mid-Atlantic States. His technical experience covers all aspects of the structural engineering profession including complex building systems using steel framing, cast in place, precast and post-tensioned concrete, deep foundation support systems, earth retaining structures, masonry and timber framing. He has served as lead design engineer and project manager, responsible for establishing and monitoring schedules, budgets and quality control on projects with construction costs of up to $75 million. As Principal in Charge of a project, he collaborates with the client and project team to establish the project scope, schedule and contracts and monitors the progress and quality of work.

PROFESSIONAL ENGINEER REGISTRATION

- Maine (#6554)
- Massachusetts (#39009)
- New Hampshire (#6258)
- New York (#86255
- Vermont (#7773)
- Georgia (#033280)
- Connecticut (#20725)
- Rhode Island (#9067)
- Ohio (#74529)
- Certified in the Practice of Structural Engineering (#2285-0708)

Todd M. Neal, P.E.
Vice President

A principal of BSE, Todd is a registered Professional Engineer in the State of Maine and has extensive experience in the design and fabrication of precast/prestressed concrete garages, building components, bridge components, architectural precast concrete. Specialty topics include repair and maintenance of parking structures. He offers expertise in construction management, structural testing and administration of special inspection programs in accordance with the IBC Codes. Todd is currently an active member on the PCI Parking Garage Design Committee and Joint Sealant Sub-Committee and contributed to the publication of the PCI “Maintenance Manual for Precast Parking Structures” and the PCI Committee Report “Joints in Precast Parking Structures”.

PROFESSIONAL ENGINEER REGISTRATION

- Maine (#9406)
- Connecticut (#27306)
- Massachusetts (#51354)
- West Virginia (#20277)
- New Brunswick, Canada (#L5173)
- Nova Scotia, Canada (#11330)
- Certified in the Practice of Structural Engineering (#2639-0708)

Ethan A. Rhile, P.E.
Senior Associate

Ethan joined BSE in September of 2001 after practicing structural engineering in the Mid-Atlantic States. He has extensive experience in the design of multiple story buildings and industrial facilities, with several projects eclipsing 250,000 square feet. He has served as a Project Manager, responsible for the technical design, quality control, budgeting, and construction administration for building projects up to ten stories in height, with construction budgets up to $100 million. He has an in-depth knowledge of computer software packages including STAAD-III, SAPP 2000, RISA 3D, RAM Elements, RAM Structural System, SP Mats, AutoCAD and Revit.

PROFESSIONAL ENGINEER REGISTRATION

- Maine (#10266)
- Commonwealth of Pennsylvania (#057589)

CONSIGLI CONSTRUCTION CO., INC.

At a Glance

CONSIGLI
Est. 1905

HISTORY & LEADERSHIP

Established in **1905**

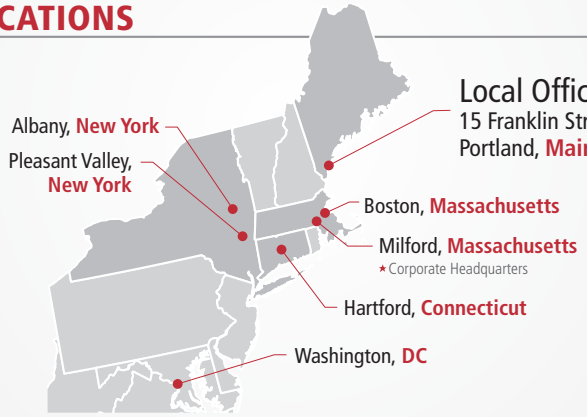
100% Employee Owned

ANTHONY CONSIGLI, CEO
MATTHEW CONSIGLI, President
MATTHEW TONELLO, Director of Operations/ME

FINANCIAL STRENGTH

$110M	$1.2B	$2B	$400M
2018 Revenue (MAINE)	2018 Revenue (CORPORATE)	Aggregate Bonding Limit	Single Project Bonding Limit

OFFICE LOCATIONS



PEOPLE

90	1,000	350	7
Employees (MAINE)	Employees (CORPORATE)	Self-perform Craftspeople	Regional Office Locations

OUR STORY

In 1905, Peter Consigli, a skilled mason, established Peter Consigli & Sons in Milford, Massachusetts, on the cornerstones of hard work, integrity and pride in craftsmanship. Four generations and over 100 years later, Consigli has grown from a local business into one of the largest construction managers in the Northeast.

With more than 1,000 employees corprate-wide and 90 in Maine, Consigli has expanded its roots, while maintaining its core competencies as a true builder with more than 350 skilled carpenters, laborers and masons on staff.

RELEVANT EXPERIENCE

Consigli has extensive knowledge of every component included in the Portland Square project from a wealth of lessons learned from similar projects. We are experts in parking garage construction having completed more than a dozen in recent years, including five of 750 cars or more. On the following pages we have demonstrated our experience with parking structures, deep foundations and office buildings in urban environments.

39	30,000	150+	2M+ SF
Total Parking Garages Constructed or in Construction	Total Parking Spaces Constructed or in Construction	Office Buildings Constructed or in Construction	of Office Space Constructed or in Construction

RELEVANT EXPERIENCE

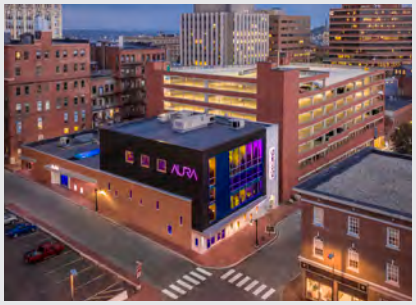
CONSIGLI
Est. 1905

Cow Plaza Hotel LLC, Hyatt Place Hotel, Portland, ME

New construction of a 80,000 sq. ft. hotel in downtown Portland. The facility, located at the corner of Fore and Union Streets, contains 130 guest rooms and 1,000 sq. ft. of street-level retail space, a swimming pool and other high-end amenities.

East Brown Cow Inc., Canal Zero, Portland, ME

20,000 sq. ft. renovation and re-branding of East Brown Cow's Canal Plaza in Portland's Downtown will bring new life to the quiet plaza, which rests between four corporate office buildings. The plaza will feature locally quarried pavers, stairs and retaining wall and a new boutique circular building constructed of a mixture of exposed architectural concrete and a custom curtainwall system.



Aura, Club Renovations/Expansion, Portland, ME

8,460 sq. ft. renovation and 14,400 sq. ft. new construction to Portland's iconic nightclub will allow the venue to hold larger events, conferences, private events and weddings. Project scope includes demolition and reconstruction of much of the existing building and new kitchen, bar areas, dance floors and finishes. The project is being executed across three distinct phases with carefully planned urban logistics.

Maine Medical Center, Employee Parking Garage, Portland, ME

New 810,000 sq. ft., 2,400-car parking garage built to support Maine Medical Center's master plan in providing a consolidated parking option for employees. The nine-story garage will be supported on steel H-piles and cast-in-place concrete foundations with the above-grade structure consisting of precast concrete. Construction will occur adjacent to occupied businesses, private residences and active railroad tracks.

City of Portsmouth, Foundry Place Parking Garage, Portsmouth, NH

This six-story, 618-space parking garage on Deer Street, while also making roadway improvements. This challenging site—located in a tidal zone and abutted on both sides by a freight railroad and residential neighborhood—is also a heavily-contaminated brownfield, hosting heavy metals, lead, petroleum and oil. Extensive remediation efforts will be required, in tandem with abatement and demolition of several small existing structures on the site.

RELEVANT EXPERIENCE

CONSIGLI
Est. 1905

City Square II Development Co., CitySquare Underground Garage, Worcester, MA

Construction of a 564-space, 160,000 sq. ft. two-story below-grade garage as part of the CitySquare development in Worcester. The project required management of hazardous soils, challenging logistics and groundwater issues. The project also included the Installation of a public plaza atop the new below-grade structure.

Related Beal, Lovejoy Wharf, Boston, MA

New construction of a 250,000 sq. ft., 17-story residential building featuring 157 luxury condominiums plus amenities, public spaces and 2,000 sq. ft. of ground-floor retail space. This cast-in-place concrete structure was built around an active, waterfront site, adjacent to the TD Garden and Zakim Bridge.

Maine Historical Society, Brown Library & Longfellow Garden, Portland, ME

This 10,000 sq. ft. renovation and 10,000 sq. ft. expansion of historic library was completed within a constricted urban site; included upgrades to M/E/P and life safety systems and ADA requirements. The addition features a dramatic Kawneer curtain wall façade.

MaineHealth, Corporate Headquarters, Portland, ME

Conversion of a 1940s retail building, originally built for Sears & Roebuck, into 90,000 sq. ft. Class A office space for this leading regional healthcare network. The central core of the building was removed to create a new atrium that maximizes natural light throughout the building. Consigli procured and managed the installation of custom furniture systems.

Immucell Corp., Mast-out Facility, Portland, ME

16,800 sq. ft. new construction of a pharmaceutical-grade production facility for Mast Out, a treatment for a common infection found in cows worldwide. The cGMP facility will house space for fermentation, laboratory, processing and warehouse program areas, and it is utilizing pre-fabrication for equipment and building systems to manage the aggressive schedule.

COMMITMENT & INTEGRITY
DRIVE RESULTS

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

Att. 11

MEMORANDUM

TO: Patrick Carroll, Carroll Associates Landscape Architects
FROM: Lauren Swett, PE & Amy LeBel, EIT
DATE: April 5, 2019
RE: Portland Square Master Development Plan – Stormwater Management

---

Woodard & Curran has reviewed the stormwater requirements for the proposed Portland Square redevelopment projects based on City of Portland and Maine Department of Environmental Protection regulations. The proposed redevelopment will largely convert existing surface parking lot area to rooftop area, which will by itself greatly improve water quality conditions, and in addition, we will be providing stormwater treatment for each of the development phases.

PERMIT REQUIREMENTS

Woodard & Curran assessed the regulatory thresholds for permitting under MaineDEP Stormwater Law and MaineDEP Site Location of Development (Site Law) for the proposed redevelopment of Portland Square. The Portland Square property received a Site Location of Development Act Order (#L-013526-A-N) (SLOD) from the DEP in 1986. Since that time, a number of amendments have been made to that permit. The current project proposes to redevelop existing surface parking lots with a series of phases including a hotel, structured parking, retail space, residences, and offices. This change will require an amendment to the existing SLOD. Revisions to the SLOD will be addressed separately with the Level III Site Plan Applications submitted for each phase of development. The SLOD amendments will be reviewed by the City of Portland as part of their Delegated Review Authority.

The redevelopment project will abide by regulations of Maine DEP Chapter 500 Stormwater Management Rules as applicable to Site Law and City of Portland Technical Manual Section 5 including Basic, General and Flooding Standards. Due to the project location, it will not be required to comply with the Phosphorous and Urban Impaired Stream Standards. The following sections discuss stormwater management requirements for the Site relative to these Standards.

BASIC STANDARD (SOIL EROSION AND SEDIMENTATION CONTROL)

Site plans, details, and erosion and sediment control notes demonstrating compliance with the Basic Standard will be provided as part of future Level III Site Plan Applications, when additional design detail will allow for the identification of the necessary controls.

GENERAL STANDARD (WATER QUALITY)

A land use and pollutant impact analysis was conducted to determine the stormwater treatment requirements for the proposed redevelopment project per Chapter 500.4.C.(2)(d)(i). The existing land use (high use parking lots, pollutant ranking 5) has a higher pollutant ranking than the proposed land use (flat asphalt rooftops, pollutant ranking 3). Therefore, the ranked impact change for the redevelopment project is 0.0 or less. The following table, which is taken from MaineDEP Chapter 500, describes the treatment level requirements for redevelopment projects.

Table 3
Treatment Levels for Redevelopment Projects (Maine DEP Chapter 500)

Ranked Impact Change Due to Redevelopment	Percentage of Developed Area that Must be Treated
0.0 or less	0% (Stormwater projects) **50% (Site projects)**
≥ 0.0 to ≤ 1.0	60%
> 1.0 to ≤ 2.0	70%
> 2.0 to ≤ 3.0	80%
> 3.0	Same treatment level as for new development

The project will be required to provide for treatment of 50% the redeveloped area as is required redevelopment on Site Law projects. Although green roof systems are being considered for portions of the building roofs in each phase, the site was considered 100% impervious for preliminary sizing of stormwater treatment systems to provide a conservative evaluation. Based on this assumption, stormwater treatment systems were sized for water quality volumes of 1 inch of rainfall over the required 50% treatment area. The stormwater management design will include bypass systems as required to convey 100% of the stormwater from the site.

Jellyfish Filters for treatment and R-Tank subsurface systems for pre-treatment channel protection volume storage were evaluated for the preliminary stormwater design. These proprietary systems are approved by Maine DEP as stormwater best management practices, and they are relatively versatile for installation within tight urban settings. We are currently anticipating that the proposed stormwater systems will be constructed during phases 1, 2, and 3, and the systems will be sized and designed to support the future work in phases 4 and 5. The attached drainage plan shows approximate locations of the proposed treatment systems for each phase. Location, orientation and R-tank configuration will be refined during Level III Site Plan design to avoid conflicts with utilities and structural components, provide adequate access for maintenance, and minimize depth of excavation. Preliminary sizing of these systems are provided in the following table.

Phase Current & (Future)	Area Summary			Double R-Tank Size					
	Total Redeveloped Area (SF)	50% Treatment Required (SF)	WQV (CF)	R-Tanks Required (#)	Layout	Length (FT)	Width (FT)	Depth (FT)	Footprint (SF)
1	27,990	13,995	1,167	182	19LX5W	48.57	10.56	2.82	513
2 (5)	79,850	39,925	3,328	518	42LX3W	144.75	7.94	2.82	1149
					5LX17W	15.73	26.31	2.82	414
3 (4)	75,630	37,815	3,152	491	36LX7W	88.45	13.19	2.82	1166

The stormwater management system for Phase 1 (Center Street Hotel) is proposed within the Center Street Service Access Easement. The design details for this system will be submitted separately as part of a response to comments for the Level III Site Plan (PL-000448-2018) that is currently under review.

The Phase 2 subsurface system is currently proposed with subsurface storage located both underneath an existing walkway east of the proposed development, and underneath the proposed parking garage. This layout will require further coordination with the City of Portland, as the subsurface storage proposed outside of the garage is within an existing sewer easement. This system is proposed to tie into the existing separated storm drain located between Portland Square 1 and 2. We have had preliminary conversations with the City, and will be continuing to discuss the options for installation in this area, as we advance the design for this phase of work.

The subsurface system for Phase 3 and 4 is proposed within a landscaped corridor between the proposed development and the adjacent existing building. This system is proposed to tie into the combined sewer in Cross Street. In the existing condition, the surface parking lot discharges to the combined sewer in Center Street. These two combined sewers ultimately discharge into the same combined sewer on Commercial Street. The design team intends to discuss location and capacity of the Cross Street combined sewer with the City as the design progresses.

FLOODING STANDARD (WATER QUANTITY)

The project will be required to ensure that stormwater runoff quantity is not increased in the 2-, 10-, and 25-year storm events, as required for a project receiving an amendment to an existing SLOD. Based on the existing highly impervious condition of the site, it is not anticipated that significant additional stormwater storage will be required to meet the Flooding Standard, and the channel protection storage provided to meet the General Standard will likely be adequate to meet the Flooding Standard as well.

The design must also consider that stormwater from the site may not overwhelm the City's existing stormwater and sewer infrastructure. The existing stormwater from the project area currently discharges to different City combined sewer and storm drain lines located in Center Street, Cotton Street, and Union Street. We anticipate that some of the storm drain connection locations will change. With these changes, there may be opportunities to connect to separated storm drain systems where current connections are to combined sewer systems. At each phase of the project, the design team will coordinate with the City of Portland to confirm location and capacity of stormwater connection locations.

SUMMARY

The proposed redevelopment project will primarily replace existing surface parking areas with building roof. To meet the Maine DEP and City of Portland stormwater requirements, we are proposing proprietary stormwater treatment systems that are approved stormwater BMPs to provide treatment for at least 50% of the proposed redeveloped areas. The enclosed stormwater drawing shows the approximate locations of these systems and their anticipated connection locations. As design of each phase continues, consideration may be given to different treatment systems than what has been shown here, but treatment will always be designed to meet the 50% requirement.

Att. 12

Relationships.
Responsiveness.
Results.

REVISED Traffic Permit Application Request for Scoping Meeting Mixed-Use Development Portland, Maine

PREPARED FOR:
North River Company
224 12th Avenue
New York, NY 10001

April 2019

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

GORRILL PALMER

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

April 2, 2019

Mr. Matthew Grooms
City of Portland Planner
389 Congress Street, 4th Floor
Portland, Maine 04101

RE: Application for Traffic Movement Permit
Portland Square
Portland, Maine

Dear Matthew,

On behalf of North River Company (applicant), Gorrill Palmer (GP) is pleased to submit this Traffic Movement Permit Application for a mixed use project located in the Portland Square area in downtown 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
- $1500 application fee

We look forward to scheduling a Scoping Meeting in the near future.

Sincerely,

Gorrill Palmer

Randy Dunton, PE, PTOE
Project Manager

Copy: Adam Myers, North River Company
Patrick Carroll, Carroll Associates
Steve Weatherhead, Winton Scott Architects
Randy Illian, MaineDOT

Department of Transportation
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-287-3775

FOR MDOT USE 12/99
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 (check all that apply): Traffic 100-200 PCE's ☐
Traffic 200 + PCE's ☒

Name of Applicant: Mr. Adam K Myers, North River Company

Address: **224 12th Avenue New York, NY 10001** Telephone: _____

Name of local contact or agent: **Randy Dunton – Gorrill Palmer**

Address: **707 Sable Oaks Drive, South Portland, ME 04106** Telephone: **(207) 772-2515**

Name and type of development: The development consists of 287,786 sf of office space, 35,613 sf of retail, 76 dwelling apartment units, and a 135 room hotel.

Location of development including road, street, or nearest route number: The upper lot is located on the block bounded by Spring Street, Cross Street, Fore Street, and Cotton Street. The lower lot is located on the block bounded by Fore Street, Cross Street, Commercial Street, and Center Street.

City/~~Town~~/~~Plantation~~: **Portland** County: Cumberland Tax Maps: **38** Lots: **B001, B002, B003, G001, G003, G005, and G007**

Do you want a consolidated review with DEP pursuant to 23 M.R.S.A. § 704-A (7)? **No** _____

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) DOT staff person(s) contacted concerning this application _____

Name(s) of DOT staff person(s) present at the scoping meeting for 200+ applicants: _____

N/A

Department of Transportation
Traffic Engineering Division
16 State House Station
Augusta, Maine 04333
Telephone: 207-287-3775

FOR MDOT USE 12/99
ID#_____

Total Fees:_____
Date Received: _____

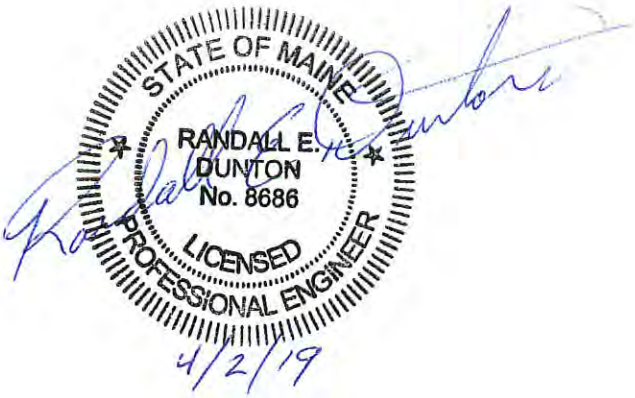
CERTIFICATION

This person responsible for preparing this application and/or attaching pertinent site and traffic information hereto, by signing below, certifies that the applicant for traffic approval is complete and accurate to the best of his/her knowledge.

Signature: Randall E. Dunton Re/Cert/Lic No.:_____

Name (print): **Randall E. Dunton** Engineer: **Maine PE # 8686**

Date: April 2, 2019 Other: _____



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."

_____ _____

Signature of applicant Date

Form C 7/97

NOTICE OF INTENT TO FILE

Please take notice that:

Mr. Adam K Myers
North River Company
224 12th Avenue
New York, NY 10001

is intending to file a MaineDOT 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 April 5, 2019.

This application is for:

The development of three proposed mixed use buildings in Portland, Maine. The site is located on two blocks, the upper lot and the lower lot. The proposed development is to include two multi-level parking garages, one on each lot, 287,786 sf of office space, 35,613 sf retail space, 76 dwelling apartment units, and a 135 room hotel. The hotel is under different ownership than the rest of the site, but was owned by the same owner within the last ten years and has been included in this application due to common scheme of development. The project is forecast to generate 850 and 787 AM and PM weekday peak hour of the generator trip ends respectively. The entire project is expected to be phased with full completion of all phases by end of 2029.

At the following location:

The upper lot is located on the block bounded by Spring Street, Cross Street, Fore Street, and Cotton Street and the lower lot is located on the block bounded by Fore Street, Cross Street, Commercial Street, and Center Street in Portland, Maine.

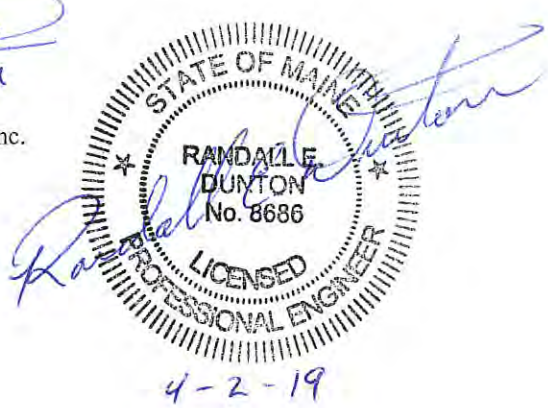
A request for a public hearing must be received by the City, in writing no later than 20 days after the application is found by the City to be complete and is accepted for processing. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Transportation's office in Scarborough (Region 1) during normal working hours. A copy of the application may also be seen at the municipal offices in Portland, Maine.

Written public comments may be sent to the following address: Attention Matthew Grooms, Planning Department, City of Portland, 389 Congress Street, Portland, ME 04101.

Randall E. Dunton

Randall Dunton, P.E., PTOE
Gorrill-Palmer Consulting Engineers, Inc.



4-2-19

CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS

Portland Square
List of Direct Abutters

Tax Map	Address	Name	Mailing Address
032 I 007001	0 Canal Plaza	Cow Plaza 1 LLC	100 Commercial St, Portland, ME 04101
032 I 033001	2 Canal Plaza	Cow Plaza 1 LLC	100 Commercial St, Portland, ME 04101
032 I 036001	1 Canal Plaza	Cow Plaza 1 LLC	100 Commercial St, Portland, ME 04101
032 I 039001	40 Union St	Central Maine Power Co	One City Center, 4th Floor, Portland, ME 04101
032 I 040	44 Exchange Street	Cow Plaza 1 LLC	100 Commercial St, Portland, ME 04101
032 P 001001	2 City Center	Two City Center LLC	157 Deer Street, Portsmouth, NH 03801
032 P 003001	4 City Center	Four City Center Properties, LLC	4 Milk Street, Ste 103, Portland, ME 04101
032 P 005	0 Spring Street	City of Portland	389 Congress St, Portland, ME 04101
038 B 001001	1 Portland Square	North River IV, LLC	221 12th Ave, NY, NY 10001
038 B 001007	1 Portland Square	PS One Realty, LLC	One City Center, 4th Floor, Portland, ME 04101
038 B 002	2 Portland Square	North River IV, LLC	221 12th Ave, NY, NY 10001
038 C 008	28 Cotton Street	City of Portland	389 Congress St, Portland, ME 04101
038 C 009	24 Cotton Street	Casco View Holdings II, LLC	PO Box 1137, Portland ME 04101
038 C 010, 011, 012	8 Cotton Street	Casco View Holdings II, LLC	PO Box 1137, Portland ME 04101
038 C 016, 017, 034	8 Cotton Street	Casco View Holdings II, LLC	PO Box 1137, Portland ME 04101
038 E 019	52 Center Street	MH & RB LLC	100 Commercial St, Portland, ME 04101
038 F 008	470 Fore Street	Dictar Associates II	470 Fore St, St 400, Portland, ME 04101
038 F 019,020	Cross Street	Casco View Holdings II, LLC	PO Box 1137, Portland ME 04101
038 G 00202A	269 Commercial St, Unit 2A	Eugene J and Diane H Gosselin	269 Commercial St, Unit 2A, Portland, ME 04101
038 G 00202B	269 Commercial St, Unit 2B	Maxwell Poe	269 Commercial St, Unit 2B, Portland, ME 04101
038 G 00202C	269 Commercial St, Unit 2C	Paul Schneider	269 Commercial St, Unit 2C, Portland, ME 04101
038 G 00202D	269 Commercial St, Unit 2D	Jean S and Virgil Cumming	269 Commercial St, Unit 2D, Portland, ME 04101
038 G 00202E	269 Commercial St, Unit 2E	Jacques K Devillier	269 Commercial St, Unit 2E, Portland, ME 04101
038 G 00202F	269 Commercial St, Unit 2F	Anne-Marie and Steven McKenzie	6 Serendipity Lane, North Yarmouth, ME 04097
038 G 00203A	269 Commercial St, Unit 3A	Peter J. Albee	1885 Chinook Trail, Wonalancet, NH 03897
038 G 00203B	269 Commercial St, Unit 3B	Lee P Rice	5224 Sunnydale Cir S, Sarasota, FL 34233
038 G 00203C	269 Commercial St, Unit 3C	Charles H Norchi	269 Commercial St, Unit 3C, Portland, ME 04101
038 G 00203D	269 Commercial St, Unit 3D	Wilfred R Hudson	PO Box 718, Wells, ME 04090
038 G 00203E	269 Commercial St, Unit 3E	Henry C Conklin	PO Box 219, Islesboro, ME 04848
038 G 00203F	269 Commercial St, Unit 3F	Harold W Tucker III	41 Mallett Dr, Topsham, ME 04086
038 G 00204A	269 Commercial St, Unit 4A	Susan Sernoffsky	269 Commercial St, Unit 4A, Portland, ME 04101

038 G 00204B	269 Commercial St, Unit 4B	269 Commercial St, LLC	PO Box 8211, Lewiston, ME 04240
038 G 00204C	269 Commercial St, Unit 4C	John J McDevitt IV	269 Commercial St, Unit 4C, Portland, ME 04101
038 G 00204D	269 Commercial St, Unit 4D	Sue Ellen Kimball	269 Commercial St, Unit 4D, Portland, ME 04101
038 G 00204E	269 Commercial St, Unit 4E	Kate Lowry	8 Bowdoin Drive, Falmouth, ME 04105
038 G 00204F	269 Commercial St, Unit 4F	Rocket Wong and Acuna M Lilliana	269 Commercial St, Unit 4F, Portland, ME 04101
038 G 00205A	269 Commercial St, Unit 5A	Eric O Berg, Jr/ Eric O Berg Revocable Trust	1190 Mountain Laurel Drive, Watkinsville, GA 30677
038 G 00205B	269 Commercial St, Unit 5B	Jeffery H Tarbox	269 Commercial St, Unit 5B, Portland, ME 04101
038 G 00205C	269 Commercial St, Unit 5C	Robert A Caldwell	269 Commercial St, Unit 5C, Portland, ME 04101
038 G 00205D	269 Commercial St, Unit 5D	Brenna L Muehle	269 Commercial St, Unit 5D, Portland, ME 04101
038 G 00205E	269 Commercial St, Unit 5E	Christopher F Flaherty	PSC 851 Box 490, FPO AE 09834
038 G 00205F	269 Commercial St, Unit 5F	Anthony W. Foster	269 Commercial St, Unit 5F, Portland, ME 04101
038 G 002267	269 Commercial St	267 Commercial Street, LLC	1297 Broadway, South Portland, ME 04106
038 G 002271	269 Commercial St	JKC LLC	267 Warren Ave, Portland, ME 04103
040 B 017	4 Pleasant Street	Archie S and Matilda M Giobbi	1184 Washington Ave, Portland, ME 04103
040 F 009	305 Commercial St	Baxter Place, LLC	723 Riverside St, Portland, ME 04103
040 F 011	14 York St	J B Brown and Sons	PO Box 207, Portland, Me 04102
041 A 012, 014	280 Commercial St	City of Portland	384 Congress St, Portland, ME 04101
041 A 0121	284 Commercial St	Freedom Fish, LLC	450 Commercial St, Portland, ME 04101

1 inch = 50 feet

O7NE

E9NW

April 1 2012 fy 2013

Tax Map Index; http://www.portlandassessors.com/taxmaps.htm

Index Number - E9SE

F9SE F10SW F10SE

E9NE E10NW

E9SE E10SW E10SE

SPRING ST
ONE PORTLAND SQUARE CONDO
39393
032 I036
032 I040
CANAL PLZ
1 - 4
0 - 0
032 I039
21195
40
038 B001
41764
032 I041
032 I013
1880
032 I017
032 I018
395
3315
PATTON CT
1 - 2
11 - 1
032 F014
365 - 377 379 - 387
366 - 380 382 - 388
390 - 406 389 - 399
376
370
384
388
12
392
032 J001
2812
032 J002
1892
398
FORE SX CONDO
958
032 J005
FORE-DANA CONDO
3120
398
394
402 - 408 401 - 403
414 - 426 405 - 427
428 - 448 429 - 451
UNION ST
23 - 45 24 - 46
47 - 97 48 - 98
039 B001
039520
038 B002
2
038 B003
455
463
469
032 N011
416
414
418
032 N010
410
032 N009
1120
2178
420
424
422
1080
426
032 N012
2079
35
20 - 35 19 - 35
032 R001
1740
032 R004
432
436
434
032 R003
1036
37
1426
43
032 R007
4739
45
47
446
032 R008
1891
51
WHARF ST
37 - 53 38 - 54
42
46
44
032 V015
4590
032 V014
8048
50
52
032 V012
032 V008
5392
227
1
ONE UNION ST CONDO
5109
231
235
237
032 V016
2630
36
34
032 V001
3469
10
205
032 V002
3805
207
032 V004
4324
211
215
032 V005
6530
217
219
223
225
DANA ST
1 - 11
2 - 10
032 U005
3983
7
032 U003
3991
1
032 U004
2406
032 T004
6093
4
10
MOULTON ST
1 - 11
2 - 10
032 S001
5808
11
032 S003
2727
9
032 S004
3600
161
5
032 S005
3576
3
MARKET ST
1 - 15
2 - 15
029 S001
14978
145
029 D001
SILVER ST
1 - 9
2 - 10
030 C006
100
030 C007
030 C008
030 C005
030 C004
030 C003
030 C002
135
030 C001
030 A001
030 A002
9
030 B002
030 B003
22
030 B006
030 B001
030 H004
144
030 H007
030 H014
030 H019
030 H018
5
030 H013
5100
DOCK
030 H008
030 H001
040 PORTLAND PIER CONDO
8269
40
39
COMMERCIAL ST
1 - 11
2 - 10
128 - 134 133 - 139
136 - 154 141 - 153
156 - 170 155 - 171
172 - 180 173 - 183
182 - 194 185 - 197
116426
144
031 H002
184
DOCK
15996
031 H001
031 J030
79792
031 J031
LONG WHARF
1 - 25
2 - 26
715
708
714
707
713
719
706
711
717
705
710
716
704
712
703
709
702
701
81980
DOCK
86862
700
1 - 717
2 - 718
CHANDLER'S WHARF
109
101
108
102
107
103
106
104
105
613
606
612
605
611
604
610
603
609
602
608
601
607
506
512
505
511
504
510
503
509
502
508
501
507
301
315
302
314
303
313
304
312
406
305
412
031 J003
031 J002
212
201
211
202
210
203
209
204
208
205
207
206
CHANDLER'S WHARF CONDO
81980
71280
031 K010
031 L036
71280
031 J032
1712
WIDGERY'S WHARF
1 - 31
2 - 32
13200
031 K003
218
147389
34048
031 K008
UNION WHARF
1 - 35
2 - 36
36
30
30
031 L035
031 L036
041 A017
041 A018
041 A012
041 A011
254
041 A014
041 A0121
12 A
22352
041
COTTON ST
498 - 516 505 - 517
463 - 495 474 - 496
038 G001
68736
038 F009
28337
468
038 F008
470
2128
038 F019
12471
038 F020
9430
038 F010
261
4930
038 F006
245
4463
038 F004
241
4857
CROSS ST
1 - 35
2 - 38
6002
038 G003
038 G007
038 G005
12386
64954
040 F009
040 F011
305
CENTER ST
1 - 39
2 - 40
HARBOR LANDING CONDO
8568
038 G002
COMMERCIAL ST
201 - 231 202 - 232
233 - 253 234 - 254
0 - 12 0 - 0
16950
1 inch = 50 feet

April 1 2012 fy 2013 Tax Map Index; http://www.portlandassessors.com/taxmaps.htm

Index Number - E10NW

Section 1
Site and Traffic Information

1.A. Site Description and Site Plan

The site is located on two adjacent blocks, referred to as the upper lot and lower lot, located in Portland, Maine. The upper lot is located on the block bounded by Spring Street, Cross Street, Fore Street, and Cotton Street. The lower lot is located on the block bounded by Fore Street, Cross Street, Commercial Street, and Center Street. The aggregate site is identified on City Tax Map 38, Lots B001, B002, B003, G001, G003, G005, and G007. The proposed site plan is included in Attachment 1A.

It should be noted that the lower lot includes the parcel for the proposed Center Street Hotel. The lower lot was subdivided and the Center Street Hotel parcel is under different ownership than the rest of the site; however, since the block was subdivided within the last five years, the proposed Center Street Hotel is required to be included in this application due to common scheme of development.

1.B. Existing and Proposed Site Uses

The following describes the existing and proposed uses in each lot:

Upper Lot

The existing upper lot is accessed through an enter only driveway at the end of Cross Street and an exit only driveway onto Cross Street to the south of the existing entrance. The existing upper lot is currently a 205 space surface parking lot that is proposed to be eliminated.

The upper lot is proposed to include a multi-level parking garage with approximately 1,125 parking spaces and the following land uses:

- Office: 205,086 sf
- Retail: 5,964 sf
- Apartments: 18 Dwelling Units

The upper lot is proposed to be accessed via four full movement accesses onto the site; one full movement into the parking garage and one service access one onto Cross

Street, one full movement into the parking garage onto Cotton Street, and one full movement into the parking garage onto Spring Street.

Lower Lot

The existing lower lot has one full movement access on Center Street and is a 306 space parking lot that is proposed to be eliminated.

The redevelopment is proposed to include a multi-level parking garage with approximately 194 spaces and the following land uses:

- Office: 82,700 sf
- Retail: 29,649 sf
- Apartments: 58 Dwelling Units
- Center Street Hotel: 135 Rooms

The lower lot is proposed to include three site accesses; one full movement into the parking garage, one potential minor passenger vehicle access onto Cross Street, and one service access onto Center Street.

1.C. Site and Vicinity Boundaries

A site location map showing the development area is included in Attachment 1B. The site is bounded by Spring Street to the north, Center Street to the west, Commercial Street to the south, and Cross Street to the east.

1.D. Proposed Uses in the Vicinity of the Proposed Development

Projects that have been approved but are not yet occupied as well as projects for which applications have been filed and are ahead of this application in the approval process are required to be included in the predevelopment traffic volumes for this project. Based on conversations with Portland City Staff, there are several projects in the vicinity of the site that should be considered. The trip generation for the following projects will need to be included in background traffic for this project:

- 383 Commercial Street
- Canal Landing
- 184 Commercial Street (Potential)
- Eastern Waterfront TMP

The trip generation for these projects will be included in the Traffic Impact Study, to be completed after the scoping meeting is held.

I.E. Trip Generation

The trip generation for the site was calculated using the Institute of Transportation Engineers' (ITE) publication, *Trip Generation*, Seventh Edition. More recent editions of ITE are available; however, the Seventh Edition is the most recent edition accepted by MaineDOT. The trip generation for the upper and lower lots combined have been based on the following uses and sizes:

- Office: 287,786 sf
- Retail: 35,613 sf
- Apartments: 76 Dwelling Units
- Hotel: 135 Rooms

The following summarizes the ITE Land Use Codes (LUCs) used to calculate the trip generation for the proposed site:

- LUC 710 – General Office Building
- LUC 814 – Specialty Retail
- LUC 220 – Apartment
- LUC 310 – Hotel

The trip generation calculations are included in Attachment 1C. The following table summarizes the ITE trip generation for the site:

ITE Trip Generation Summary

Building Use	Size	ITE Trip Generation				
		AM Adj St	PM Adj St	AM Gen	PM Gen	Sat Gen
Upper Lot						
General Office	205,086 sf	333	320	333	320	88
Specialty Retail	5,964 sf	4	16	41	30	21
Apartment	18 Units	9	11	10	12	9
Subtotal		**346**	**347**	**384**	**362**	**118**
Lower Lot						
General Office	82,700 sf	161	155	161	155	43
Specialty Retail	29,649 sf	22	80	203	149	106
Apartment	58 Units	30	36	32	39	30
Hotel	135 Rooms	76	80	70	82	97
Subtotal		**289**	**351**	**466**	**425**	**276**
Site Total		**635**	**698**	**850**	**787**	**394**

As shown in the table, the combined site is forecast to generate 850 trip ends during the AM peak hour of the generator and 787 trip ends during the PM peak hour of the generator. A trip end is a trip into or out of the site, thus a round trip is equal to two trip ends. The site is forecast to generate over 99 trip ends during a peak hour, so a MaineDOT Traffic Movement Permit (TMP) is required. Additionally, since the site is forecast to generate greater than 199 trip ends during a peak hour, Section 7 (Traffic Impact Study) is required. A Traffic Impact Study will be completed and submitted after the Scoping Meeting is held.

I.E. Trip Generation Reductions

Although the proposed project requires a MaineDOT TMP based on the ITE trip generation of 850 trip ends and 787 trip ends during the AM and PM peak hours of the generator, respectively, the traffic that is forecast to impact the adjacent roadway network is anticipated to be lower than the ITE trip generation. Since the project is a mixed use development with complementary uses and it is located in a downtown area, a shared use reduction and an "other modes" reduction can be applied to the ITE trip generation. The following summarizes these reductions and their impact on the trip generation.

Shared Use Reduction

The National Cooperative Highway Research Program (NCHRP) 684 Internal Capture Estimation Tool has been used to estimate the traffic that will visit more than one

destination without leaving the site. The NCHRP 684 spreadsheet uses the ITE forecast trip generation for each type of land use (office, retail, residential, and hotel) and estimates the trips that will travel between two uses without leaving the site. This yields an internal trip capture percentage, which is the percentage of trip ends that will travel between two uses. The following tables summarize the AM and PM peak hour internal trip capture percentages for the proposed site:

AM Peak Hour Adjacent Street NCHRP 684 Internal Trip Capture

Land Use	ITE Trip Generation		Internal Capture %		Internal Capture Trip Ends		
	Enter	Exit	Enter	Exit	Enter	Exit	Total
Office	445	49	4%	10%	17	5	22
Retail	15	11	40%	27%	6	3	9
Residential	8	31	0%	3%	0	1	1
Hotel	45	31	0%	45%	0	14	14
Total	**513**	**122**	**4%**	**19%**	**23**	**23**	**46**

*These values are taken directly from the NCHRP spreadsheets (Attachment 1C), which may not match exact calculations due to rounding in the spreadsheet.

PM Peak Hour Adjacent Street NCHRP 684 Internal Trip Capture

Land Use	ITE Trip Generation		Internal Capture %		Internal Capture Trip Ends		
	Enter	Exit	Enter	Exit	Enter	Exit	Total
Office	71	404	3%	1%	2	4	6
Retail	43	53	19%	34%	8	18	26
Residential	30	17	50%	35%	15	6	21
Hotel	44	36	9%	3%	4	1	5
Total	**188**	**510**	**15%**	**6%**	**29**	**29**	**58**

*These values are taken directly from the NCHRP spreadsheets (Attachment 1C), which may not match exact calculations due to rounding in the spreadsheet.

AM Peak Hour Generator NCHRP 684 Internal Trip Capture

Land Use	ITE Trip Generation		Internal Capture %		Internal Capture Trip Ends		
	Enter	Exit	Enter	Exit	Enter	Exit	Total
Office	445	49	7%	29%	32	14	46
Retail	123	121	15%	15%	18	18	36
Residential	13	29	0%	3%	0	1	1
Hotel	39	31	0%	55%	0	17	17
Total	**620**	**230**	**8%**	**22%**	**50**	**50**	**100**

*These values are taken directly from the NCHRP spreadsheets (Attachment 1C), which may not match exact calculations due to rounding in the spreadsheet.

PM Peak Hour Generator NCHRP 684 Internal Trip Capture

Land Use	ITE Trip Generation		Internal Capture %		Internal Capture Trip Ends		
	Enter	Exit	Enter	Exit	Enter	Exit	Total
Office	71	404	4%	2%	3	9	12
Retail	99	80	19%	25%	19	20	39
Residential	30	21	50%	52%	15	11	26
Hotel	49	33	10%	6%	5	2	7
Total	**249**	**538**	**17%**	**8%**	**42**	**42**	**84**

*These values are taken directly from the NCHRP spreadsheets (Attachment 1C), which may not match exact calculations due to rounding in the spreadsheet.

The NCHRP 684 spreadsheet does not have information for the Saturday peak hour of the generator. To estimate a reduction for a Saturday, the AM and PM trip capture percentages were averaged and applied to the Saturday peak hour of the generator. This resulted in a Saturday internal trip capture of approximately 10% of total trips which results in a reduction of 38 trip ends (20 entering and 18 exiting).

The following table summarizes the reduced trip generation for the proposed site due to shared use trips:

Reduced Trip Generation Summary

Building Use	Trip Generation				
	AM Adj St	PM Adj St	AM Gen	PM Gen	Sat Gen
ITE Total	635	698	850	787	394
Shared Use Reduction	-46	-58	-100	-84	-38
Reduced Site Total	**589**	**640**	**750**	**703**	**356**

As shown in the table, the proposed site with the shared use reduction is forecast to generate 750 trip ends and 703 trip ends during the AM and PM peak hours of the generator respectively.

Other Modes of Transportation Reduction

Since the site is located in an urban environment, it is expected that a portion of site traffic will use alternative modes of transportation to get to and from the site. These other modes could include options such as transit, biking, or walking. A trip generation reduction due to other modes of transportation has been applied to the proposed site trip generation with the shared use reduction. The other modes reduction has been evaluated separately for the non-residential site uses and the proposed hotel.

Residential: The other modes reduction for residential land uses is based on information from the 2009-2013 American Community Survey (ACS) Five-Year Estimate by Census Tract for the City of Portland. Rick Harbison, Planner and GIS Specialist for the Greater Portland Council of Governments, used this data to create maps (attached) that show the estimated percentage of workers living in each Census Tract in the Greater Portland area that use each mode of transportation to travel to work. The site is located in Census Tract 3, so the reduction was calculated by dividing the estimated number of people walking, bicycling, and taking the bus to work by the estimated total number of working people in Census Tract 3. This calculation yields a reduction of 49.7%.

Non-Residential: The other modes reduction for non-residential land uses was based on 2010 Consensus Transportation Planning Products (CTPP) means of transportation to work data for Census Tract 3, where the site is located. This data indicates that the ratio of cars to workers is 82% in the area (calculations attached), indicating that approximately 18% of employees use modes of transportation other than a car to commute to work. A reduction of 18% was applied to the non-residential uses

Hotel: There is limited data available for hotels, so a conservative reduction of 10% was used for the hotel trip generation.

The following table summarizes the other modes of transportation reduction for the site trip generation:

Other Modes of Transportation Reduction Summary

Trip Generation	AM Adj St	PM Adj St	AM Gen	PM Gen	Sat Gen
Site Trip Generation (After Shared Use Reduction)					
Residential Trip Gen	38	26	41	25	35
Non-Residential Trip Gen	489	539	656	603	233
Hotel Trip Gen	62	75	53	75	88
Subtotal	**589**	**640**	**750**	**703**	**356**
Other Modes Reduction					
Residential Reduction	19	12	20	12	17
Non-Residential Reduction	88	96	118	108	42
Hotel Reduction	7	7	5	7	9
Total Reduction	**114**	**115**	**143**	**127**	**68**
Reduced Trip Generation	**475**	**525**	**607**	**576**	**288**

As shown in the table, the forecast trip generation for the proposed site that will be added to the adjacent roadway network, is 607 trip ends during the AM peak hour of the generator and 576 trip ends during the PM peak hour of the generator.

I.F Trip Distribution

Based on ITE's *Trip Generation*, the NCHRP 684 Internal Capture, and the other modes of transportation reduction, the following trip distribution is anticipated for the site trip generation that is forecast to be added to the adjacent roadway network:

- AM Peak Hour Adjacent Street: 402 in / 73 out
- PM Peak Hour Adjacent Street: 130 in / 395 out
- AM Peak Hour Generator: 467 in / 140 out
- PM Peak Hour Generator: 170 in / 406 out
- Saturday Peak Hour Generator: 153 in / 135 out

I.G. Trip Composition and Assignment

Based on ITE's *Trip Generation Handbook*, the trip composition anticipated for the site is approximately 35% pass by for the retail. All other uses are assumed to be primary. Primary trips are made with the sole purpose of going to or from the site, while pass-by trips occur when drivers stop at the site on their way to or from another destination.

The trip assignment has been based on the location of the site driveways, existing traffic patterns identified from a combination of AADT values provided in MaineDOT's MapViewer tool and turning movement counts completed at the intersections in the vicinity of the site and then adjusted to design hour volumes (DHV). The adjustments from raw volumes to adjusted volumes are shown on the attached figures.

The preliminary AM and PM Trip Assignment is shown on Figure 6 in Attachment 1B.

I.H. Attachments

Attachment 1A – Site Survey, Proposed Site Plan
Attachment 1B – Site Location Map, Trip Assignment Diagrams
Attachment 1C – Trip Generation Calculations

Attachment 1A

Site Survey

Proposed Site Plan

Plan References:

1. ALTA/ACSM LAND TITLE SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, TWO PORTLAND SQUARE, CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, BY STEVENS, MORTON, ROSE & THOMPSON DATED DEC. 11, 1989, REVISED THROUGH DEC. 11, 1992.
2. SURVEY FOR ATBRO CORP. DATED JULY 1981 BY H.I. & E.C. JORDAN.
3. LAND TITLE SURVEY FOR NORTHLAND REALTY DATED NOV. 26, 1985 BY H.I. & E.C. JORDAN.
4. "CROSS STREET EASEMENT PLAN" DATED JAN. 3, 1986 BY HUNTER– BALLEW ASSOCIATES ON FILE WITH THE CITY OF PORTLAND DEPT. OF PLANNING AND URBAN DEVELOPMENT.
5. STANDARD BOUNDARY SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, NORTHLAND REALTY CORP. DATED OCT. 26, 1987 BY STEVENS, MORTON, ROSE & THOMPSON, INC. RECORDED IN C.C.R.D. IN PLAN BOOK 182, PAGE 29.
6. LAND TITLE SURVEY ON FORE STREET, PORTLAND, MAINE MADE FOR TWO PORTLAND SQUARE LIMITED PARTNERSHIP DATED FEB. 21, 1996 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 196, PAGE 60.
7. ALTA/ACSM LAND TITLE SURVEY OF ONE PORTLAND SQUARE DATED MAY 16, 1996 BY LEWIS & WASINA, INC. UPDATED TO JUNE 24, 1996 IN PLAN BOOK 196, PAGE 221.
8. PLAN MADE FOR MGI ONE PORTLAND SQUARE, INC. BY H.I. & E.C. JORDAN DATED NOV. 15, 1989 REVISED TO JUNE 26, 1996 IN PLAN BOOK 196, PAGE 86 AND 219.
9. LAND TITLE SURVEY FOR MGI TWO PORTLAND SQUARE, INC., FORE STREET, PORTLAND, MAINE, JUNE 25, 1996 BY OWEN HASKELL, INC. IN PLAM BOOK 196, PAGE 220.
10. PLATS AND PLANS OF A BUSINESS CONDOMINIUM OCTOBER 29, 1987 PLAN BOOK 166, PAGE 44.
11. PLAN OF PROPERTY IN PORTLAND MAINE MADE FOR PORTLAND SQUARE LIMITED PARTNERSHIP DATED NOV. 15, 1989 BY H.I. AND E.C. JORDAN.
12. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR MGI, ONE PORTLAND SQUARE DATED APRIL 14, 1999 BY OWEN HASKELL, INC.
13. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR TIMOTHY O'NEIL DATED APRIL 14, 1999 REV. 7 3/23/04 BY OWEN HASKELL, INC.
14. ALTA/ACSM LAND TITLE SURVEY, BCIA PROJECT, ONE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, SHEETS 1 AND 2, DATED SEPT. 30, 2005 LAST REVISED FEB. 7, 2006 AND MARCH 3, 2006 BY OWEN HASKELL, INC.
15. ALTA/ACSM LAND TITLE SURVEY, oNE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, MADE FOR NORTH RIVER IV LLC FEBRUARY 12, 2015 BY OWEN HASKELL, INC.

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 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

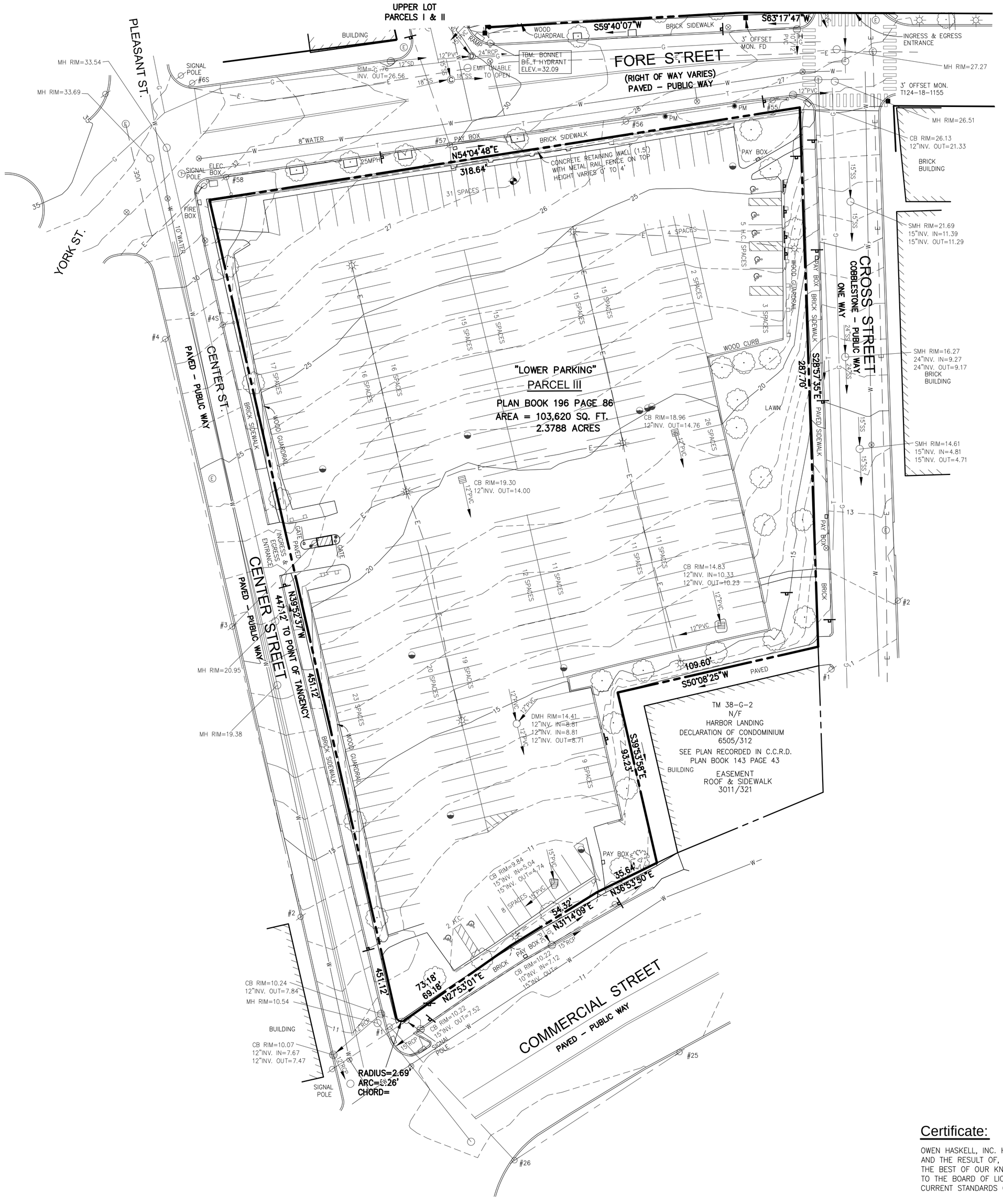
Notes:

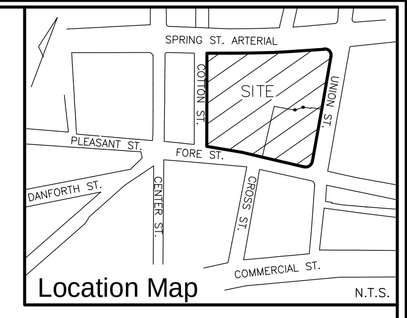
1. OWNER OF RECORD: NORTH RIVER IV LLC, 224 12TH AVENUE, NEW YORK, NY 10001 C.C.R.D. BOOK 32163 PAGE 33

2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM MAINE WEST NAD83. CITY POINT T124–18–1143 N:299542.1747 E:2928944.1068 AND T124–18–1155 N:299607.6956 E:2929152.2276 HELD.

3. ELEVATIONS ARE BASED ON CITY DATUM.

3. THE LOCUS IS SHOWN AS LOT 1, 3, 5 BLOCK G ON THE CITY OF PORTLAND ASSESSORS MAP 38.





Legend:

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- WATER VALVE
- HYDRANT
- VALVE
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- BORING
- DEDUCIOUS TREE
- CONIFEROUS TREE
- CURB
- SS — SANITARY SEWER
- SD — STORM DRAIN
- SL — SECURITY LINE
- E — UNDERGROUND ELECTRIC
- PT — PNEUMATIC TUBE
- W — WATER LINE
- T — TELEPHONE LINE
- C — COMMUNICATION CABLE
- 25 — 1' CONTOUR
- N/F — NOW OR FORMERLY
- 000/000 — DEED BOOK/PAGE
- CONC. — CONCRETE

GRAPHIC SCALE

0 15' 30' 60' 120'

Certificate:

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

DATE

JOHN W. SWAN, PLS NO. 1038

BOUNDARY AND TOPOGRAPHIC SURVEY

LOWER PARKING LOT

FORE STREET, CROSS STREET, COMMERCIAL STREET & CENTER STREET, PORTLAND, MAINE

MADE FOR

CARROLL ASSOCIATES

217 COMMERCIAL STREET, PORTLAND, MAINE

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

Drawn By RS	Date	Job No.
Trace By JLW	DECEMBER 5, 2016	2016–129 P
Check By JWS	Scale	Drwg. No.
Book No. FILE	1" = 30'	2

Plan References:

1. ALTA/ACSM LAND TITLE SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, TWO PORTLAND SQUARE, CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, BY STEVENS, MORTON, ROSE & THOMPSON DATED DEC. 11, 1989, REVISED THROUGH DEC. 11, 1992.
2. SURVEY FOR ATBRO CORP. DATED JULY 1981 BY H.I. & E.C. JORDAN.
3. LAND TITLE SURVEY FOR NORTHLAND REALTY DATED NOV. 26, 1985 BY H.I. & E.C. JORDAN.
4. "CROSS STREET EASEMENT PLAN" DATED JAN. 3, 1986 BY HUNTER– BALLEW ASSOCIATES ON FILE WITH THE CITY OF PORTLAND DEPT. OF PLANNING AND URBAN DEVELOPMENT.
5. STANDARD BOUNDARY SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, NORTHLAND REALTY CORP. DATED OCT. 26, 1987 BY STEVENS, MORTON, ROSE & THOMPSON, INC. RECORDED IN C.C.R.D. IN PLAN BOOK 182, PAGE 29.
6. LAND TITLE SURVEY ON FORE STREET, PORTLAND, MAINE MADE FOR TWO PORTLAND SQUARE LIMITED PARTNERSHIP DATED FEB. 21, 1996 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 196, PAGE 60.
7. ALTA/ACSM LAND TITLE SURVEY OF ONE PORTLAND SQUARE DATED MAY 16, 1996 BY LEWIS & WASINA, INC. UPDATED TO JUNE 24, 1996 IN PLAN BOOK 196, PAGE 221.
8. PLAN MADE FOR MGI ONE PORTLAND SQUARE, INC. BY H.I. & E.C. JORDAN DATED NOV. 15, 1989 REVISED TO JUNE 26, 1996 IN PLAN BOOK 196, PAGE 86 AND 219.
9. LAND TITLE SURVEY FOR MGI TWO PORTLAND SQUARE, INC., FORE STREET, PORTLAND, MAINE, JUNE 25, 1996 BY OWEN HASKELL, INC. IN PLAN BOOK 196, PAGE 220.
10. PLATS AND PLANS OF A BUSINESS CONDOMINIUM OCTOBER 29, 1987 PLAN BOOK 166, PAGE 44.
11. PLAN OF PROPERTY IN PORTLAND MAINE MADE FOR PORTLAND SQUARE LIMITED PARTNERSHIP DATED NOV. 15, 1989 BY H.I. AND E.C. JORDAN.
12. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR MGI, ONE PORTLAND SQUARE DATED APRIL 14, 1999 BY OWEN HASKELL, INC.
13. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR TIMOTHY O'NEIL DATED APRIL 14, 1999 REV. 7 3/23/04 BY OWEN HASKELL, INC.
14. ALTA/ACSM LAND TITLE SURVEY, BCIA PROJECT, ONE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, SHEETS 1 AND 2, DATED SEPT. 30, 2005 LAST REVISED FEB. 7, 2006 AND MARCH 3, 2006 BY OWEN HASKELL, INC.
15. ALTA/ACSM LAND TITLE SURVEY, oNE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, MADE FOR NORTH RIVER IV LLC FEBRUARY 12, 2015 BY OWEN HASKELL, INC.

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 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

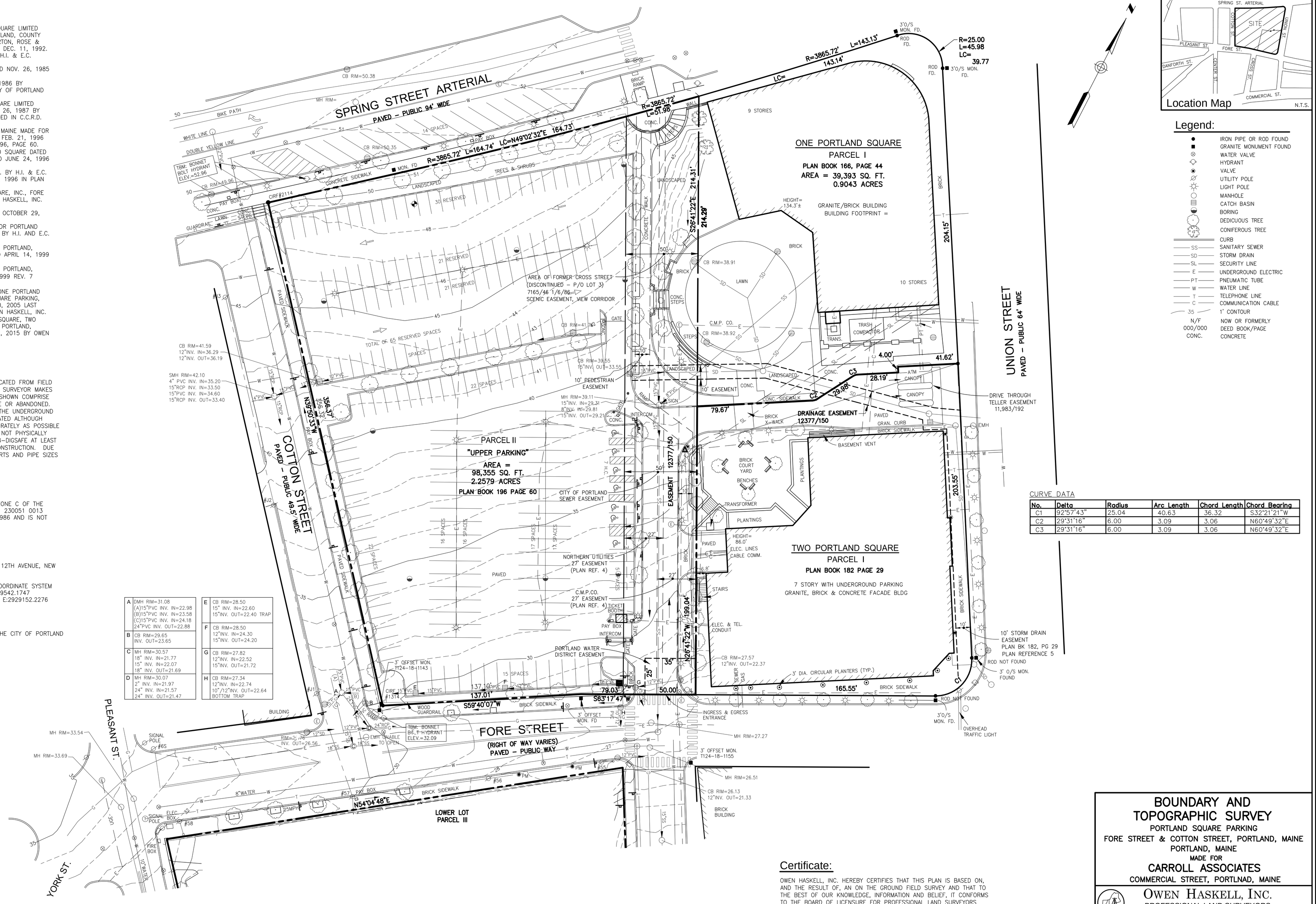
Notes:

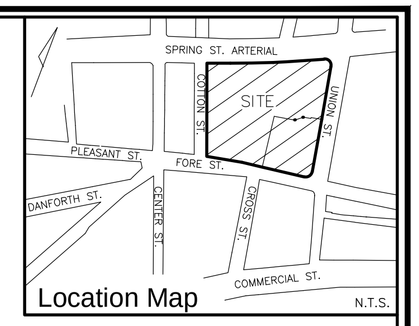
1. OWNER OF RECORD: NORTH RIVER IV LLC, 224 12TH AVENUE, NEW YORK, NY 10001 C.C.R.D. BOOK 32163 PAGE 33

2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM MAINE WEST NAD83. CITY POINT T124–18–1143 N:299542.1747 E:2928944.1068 AND T124–18–1155 N:299607.6956 E:2929152.2276 HELD.

3. ELEVATIONS ARE BASED ON CITY DATUM.

4. THE LOCUS IS SHOWN AS LOT 3 BLOCK B ON THE CITY OF PORTLAND ASSESSORS MAP 38.





Legend:

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- WATER VALVE
- HYDRANT
- VALVE
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- BORING
- DEDICUOUS TREE
- CONIFEROUS TREE
- CURB
- SS — SANITARY SEWER
- SD — STORM DRAIN
- SL — SECURITY LINE
- E — UNDERGROUND ELECTRIC
- PT — PNEUMATIC TUBE
- W — WATER LINE
- T — TELEPHONE LINE
- C — COMMUNICATION CABLE
- 35 — 1' CONTOUR
- N/F — NOW OR FORMERLY
- 000/000 — DEED BOOK/PAGE
- CONC. — CONCRETE

CURVE DATA

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	92°57'43"	25.04	40.63	36.32	S32°21'21"W
C2	29°31'16"	6.00	3.09	3.06	N60°49'32"E
C3	29°31'16"	6.00	3.09	3.06	N60°49'32"E

Certificate:

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

DATE

JOHN W. SWAN, PLS NO. 1038

BOUNDARY AND TOPOGRAPHIC SURVEY

PORTLAND SQUARE PARKING
FORE STREET & COTTON STREET, PORTLAND, MAINE
PORTLAND, MAINE
MADE FOR
CARROLL ASSOCIATES
COMMERCIAL STREET, PORTLNAD, MAINE

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

Drawn By RS	Date	Job No.
Trace By JLW	DECEMBER 5, 2016	2016–129 P
Check By JWS	Scale	Drwg. No.
Book No. FILE	1" = 30'	1

LOT CONFIGURATION & DENSITY

OVERALL LOT AREA	103,620 SF	2.38 AC
LOT 1	79,829 SF	1.83 AC
LOT 2	23,791 SF	0.55 AC
LOT 3	98,355 SF	2.26 AC

BUILDING USE DENSITY

LOT 1		
- OFFICE SPACE	82,700 SF	
- RETAIL SPACE	29,649 SF	
- RESIDENTIAL	72,288 SF	58 UNITS
- STRUCTURED PARKING	89,750 SF	194 SPACES
LOT 2		
- HOTEL	97,828 SF	135 ROOMS
- BAR / RESTAURANT *INCLUDES ROOFTOP BAR	4,172 SF	
LOT 3 (EXISTING - PORTLAND SQ. 1&2)		
- OFFICE SPACE	260,341 S.F.	
- RETAIL SPACE	12,850 S.F.	18 UNITS
- STRUCTURED PARKING	15,425 S.F.	31 SPACES
LOT 3 (PROPOSED NEW DEVELOPMENT)		
- OFFICE SPACE	205,086 S.F.	
- RETAIL SPACE	5,964 S.F.	
- RESIDENTIAL	38,756 S.F.	18 UNITS
- STRUCTURED PARKING	408,880 S.F.	1,125 SPACES

LEGEND (PROPOSED IMPROVEMENTS)

- PROPERTY LINE
- PROPOSED BUILDINGS "PORTLAND SQUARE"
- EXISTING BUILDING "PORTLAND SQUARE"
- PROPOSED BUILDING "CENTER STREET BOUTIQUE HOTEL"
- BRICK PAVING
- CONCRETE PAVING
- BITUMINOUS CONCRETE PAVING
- SPECIAL PAVING
- GREEN ROOF
- PROPOSED TREE
- TREE GRATE
- TREE PLANTER (RAISED)
- VERTICAL GRANITE CURB
- TRANSITION OR FLUSH CURB
- CROSS WALK
- ADA CURB RAMP

PLANT SCHEDULE -STREET TREES

SYM.	BOTANICAL NAME	COMMON NAME	APPROPRIATE LOCATION	MATURE SIZE (HEIGHT X SPREAD)	NATIVE
	GLEDITSIA TRIACANTHOS VAR. INERMIS	THORNLESS HONEYLOCUS	STREET TREE / FULL SUN	50' X 35'	NO
	ZELKOVA SERRETA 'GREEN VASE'	GREEN VASE ZELKOVA	STREET TREE / FULL SUN	70' X 35'	NO
	QUERCUS PALUSTRIS	PIN OAK	STREET TREE / FULL SUN	50' X 40'	NO
	GINKGO BILOBA	GINKO	STREET TREE / PART SHADE	60' X 30'	NO
	ACER RUBRUM 'KARPICK'	RED MAPLE	STREET TREE / PART SHADE	40' X 15'	YES

0 20 40 80
SCALE in FEET
1"=40'

Portland Square

Master Development Plan

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

WOODAR & CURRAN
41 Hutchins Dr.
Portland, ME 04101
207.558.3785
www.woodardcurran.com

HALEY & ALDRICH, INC.
75 Washington Ave, Suite 1A
Portland, ME 04101
207.482.4609
www.haleyaldrich.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

Revisions		
1	4.5.19	MDP SUBMISSION TO CITY

Drawing Title: SITE PLAN

Scale: 1"=40'-0"

Date: MARCH 4, 2019

Phase: Permitting

Attachment 1B

Site Location Map

Trip Assignment Diagram

Location Map

Figure No. 1

PORTLAND SQUARE
PORTLAND, MAINE

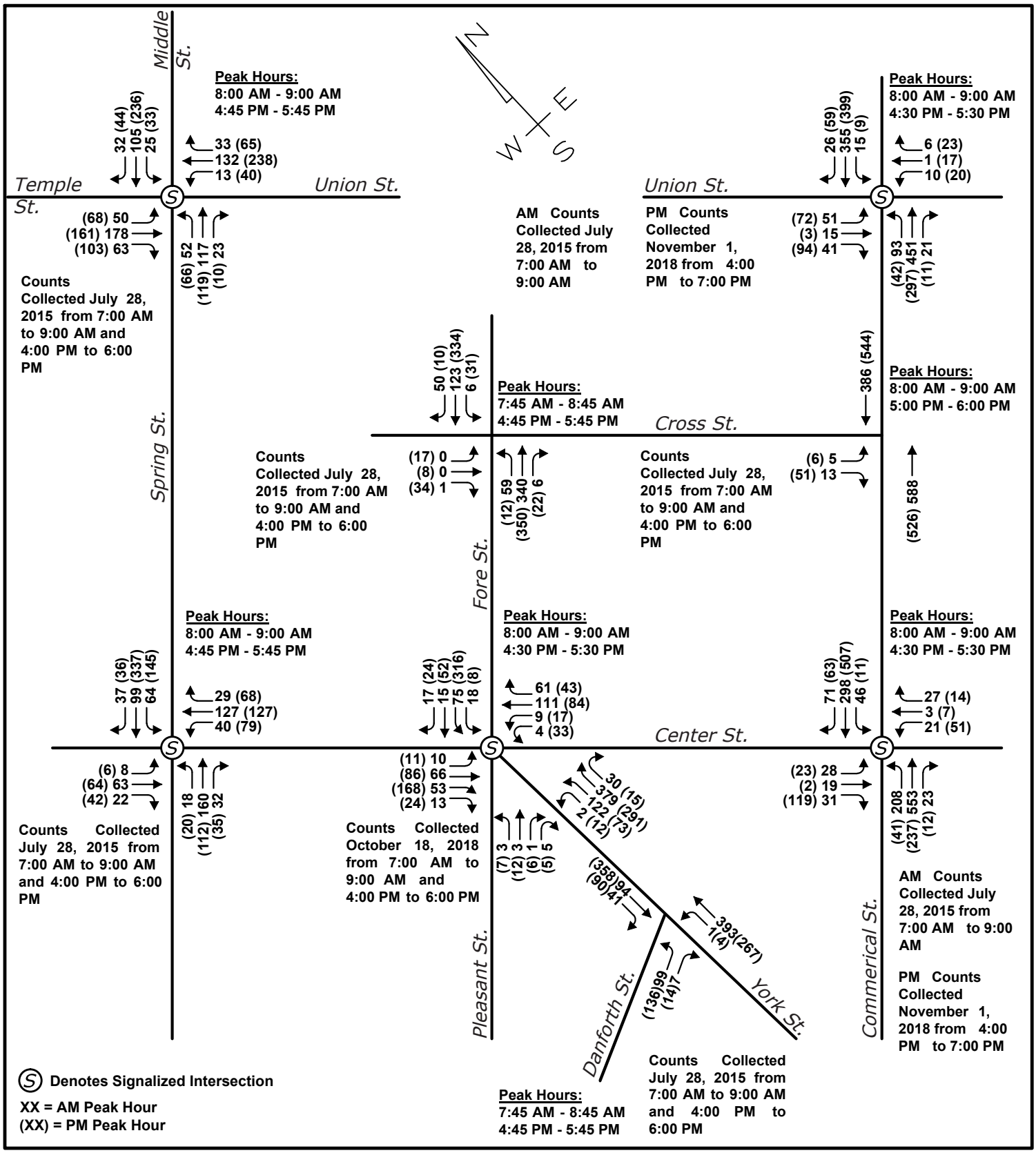
Design:	MC	Scale:	NONE
Draft:		Date:	MAY 2, 2019
Checked:	EAL	File Name:	3020.01_Figures

GORRILL PALMER

Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

Raw Volumes

Figure No. 2



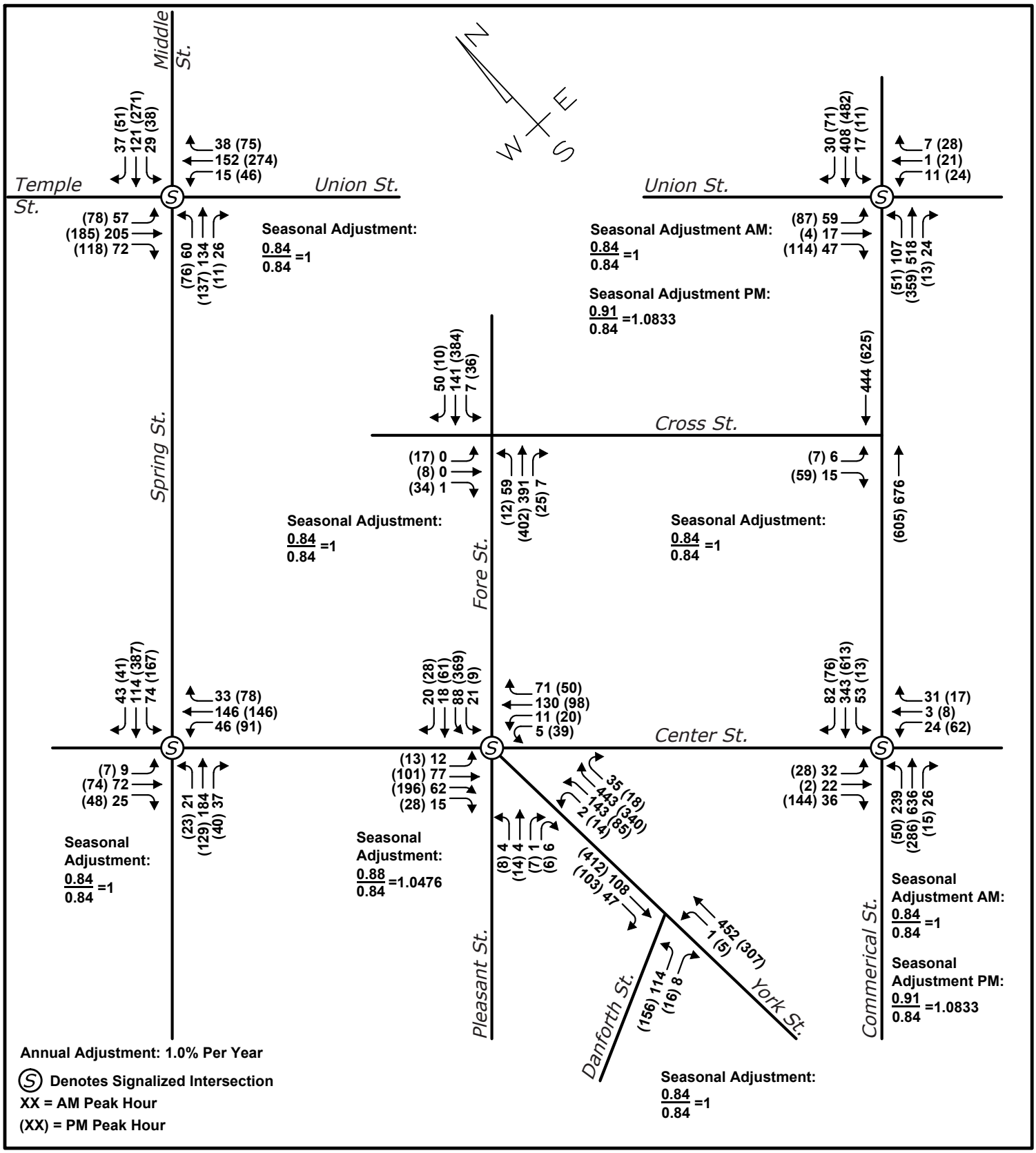
PORTLAND SQUARE
PORTLAND, MAINE

Design: MC
Draft:
Checked: EAL
Scale: NONE
Date: MAY 2, 2019
File Name: 3020.01_Figures

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

2029 Adjusted Volumes

Figure No. 3



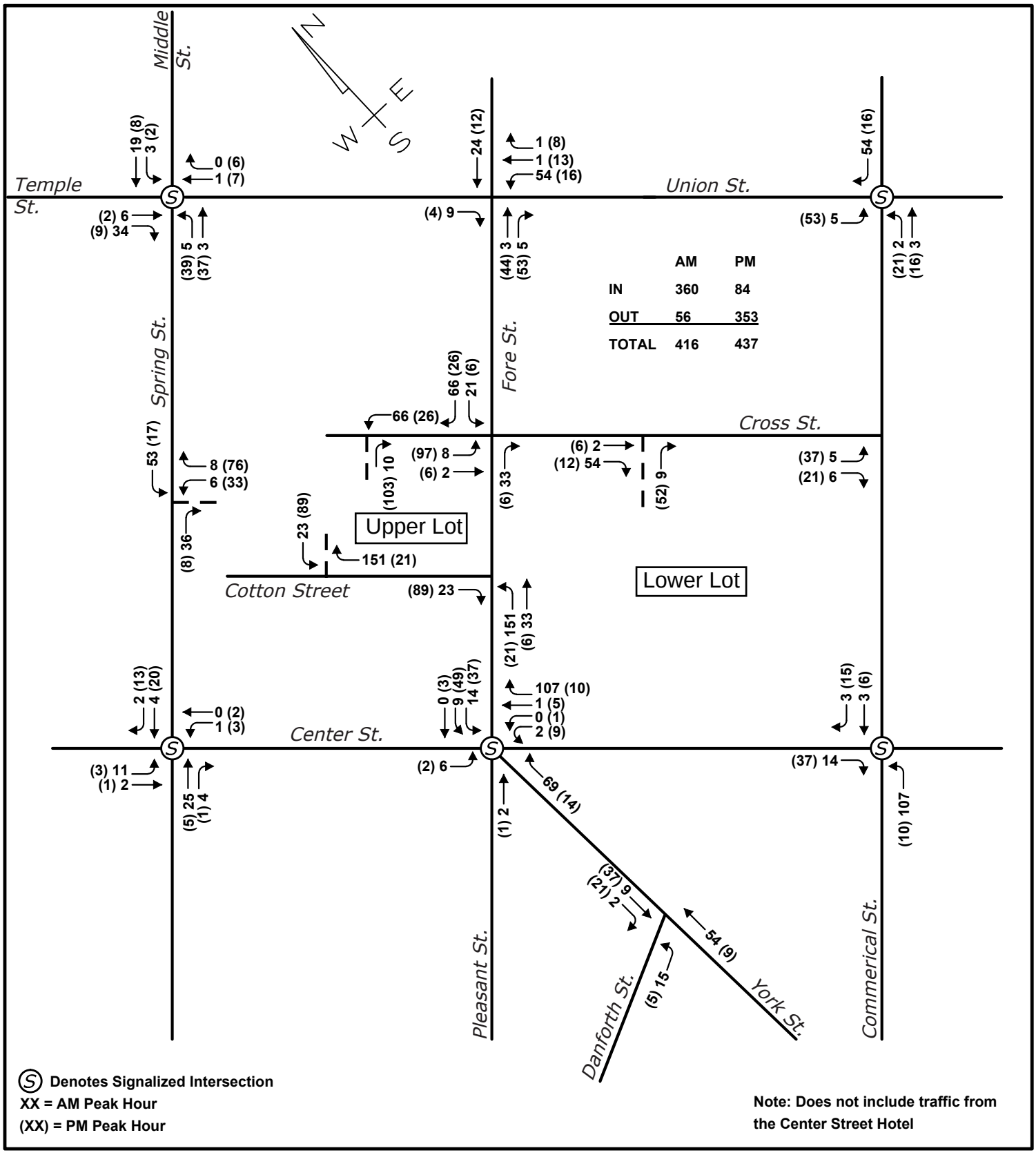
PORTLAND SQUARE
PORTLAND, MAINE

Design: MC
Draft:
Checked: EAL
Scale: NONE
Date: MAY 2, 2019
File Name: 3020.01_Figures

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

Portland Square Primary Trip Assignment

Figure No. 4



(S) Denotes Signalized Intersection
XX = AM Peak Hour
(XX) = PM Peak Hour

Note: Does not include traffic from the Center Street Hotel

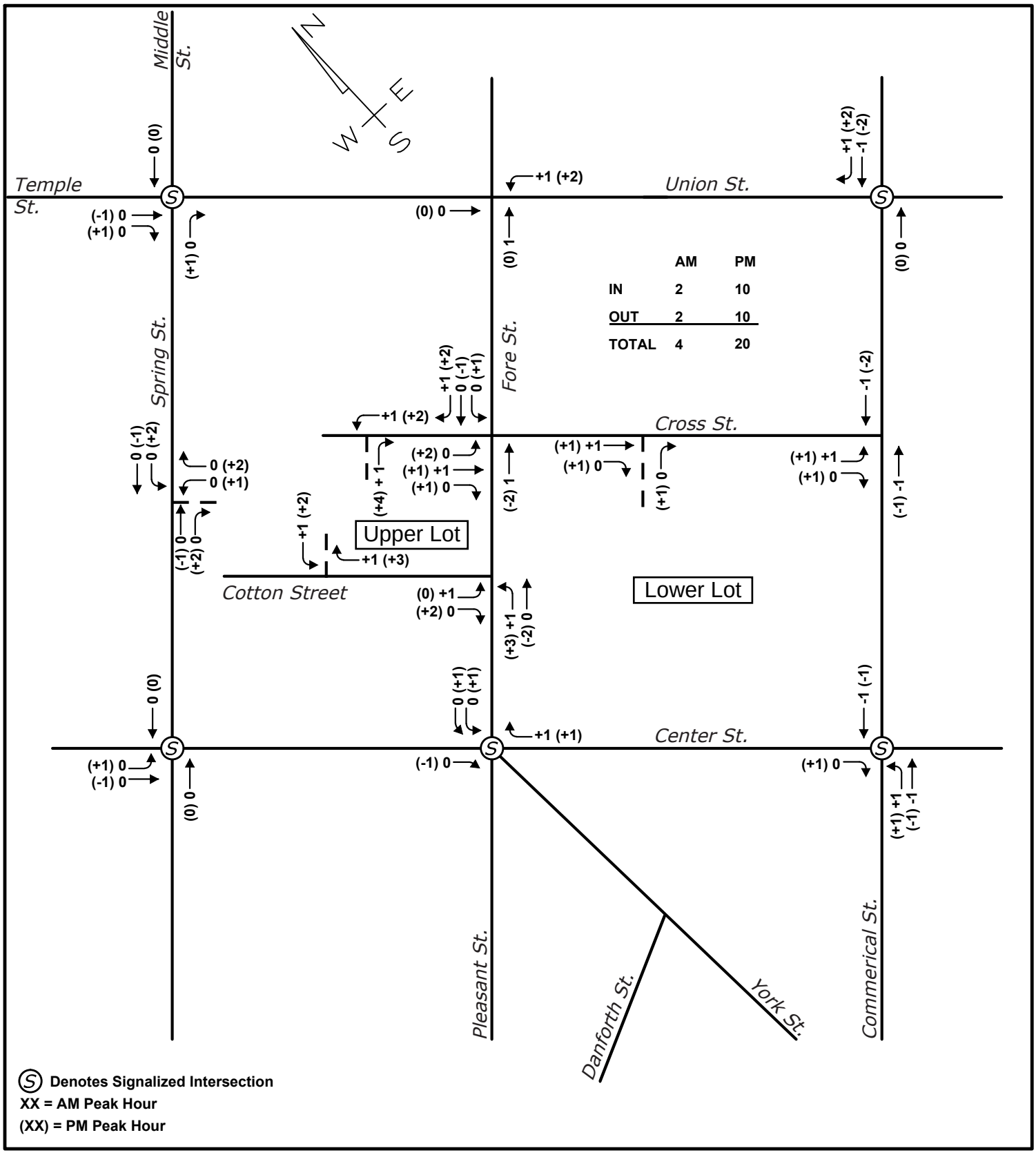
PORTLAND SQUARE
PORTLAND, MAINE

Design: MC Scale: NONE
Draft: Date: MAY 2, 2019
Checked: EAL File Name: 3020.01_Figures

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

Portland Square Pass-By Trip Assignment

Figure No. 5



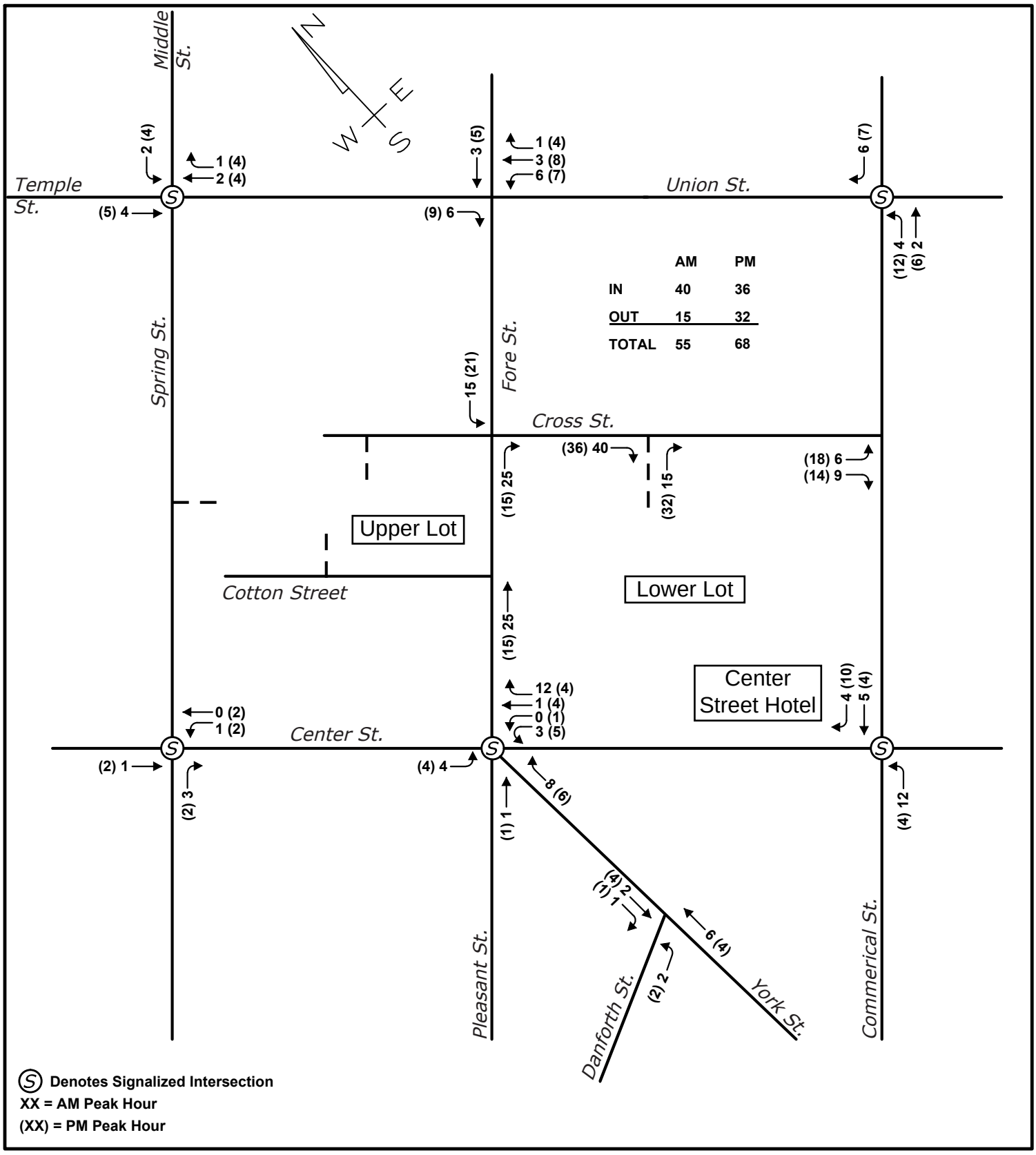
PORTLAND SQUARE
PORTLAND, MAINE

Design: MC Scale: NONE
Draft: Date: MAY 2, 2019
Checked: EAL File Name: 3020.01_Figures

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

Center Street Hotel Primary Trip Assignment

Figure No. 6



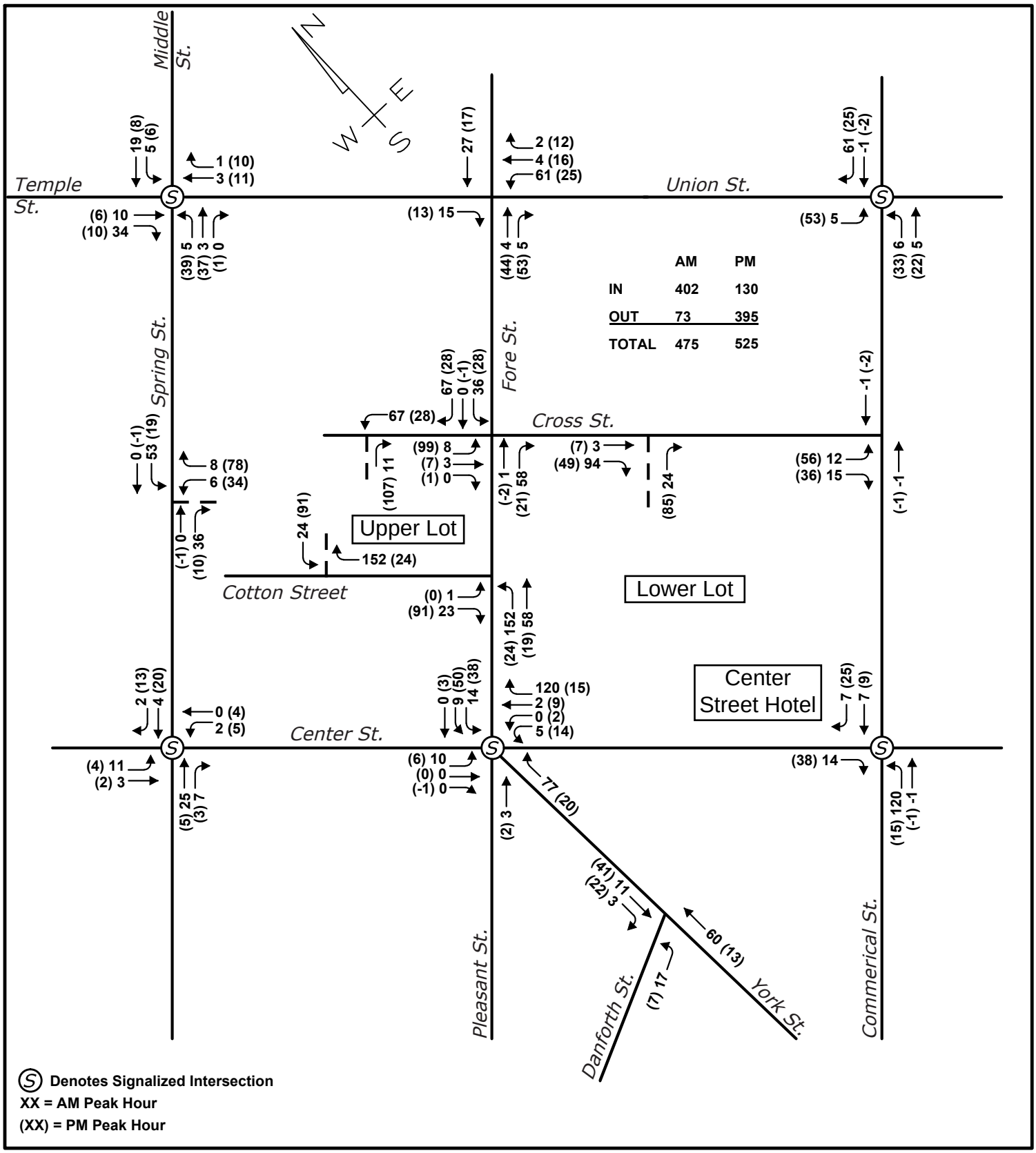
PORTLAND SQUARE
PORTLAND, MAINE

Design: MC
Draft:
Checked: EAL
Scale: NONE
Date: MAY 2, 2019
File Name: 3020.01_Figures

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

Total Trip Assignment

Figure No. 7



PORTLAND SQUARE
PORTLAND, MAINE

Design: MC Scale: NONE
Draft: Date: MAY 2, 2019
Checked: EAL File Name: 3020.01_Figures

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515

Attachment 1C

Trip Generation Calculations

NCHRP 684 Spreadsheets

Other Modes Reduction Calculations

JN: 3020.01
Project Description: Portland Square
Project Location: Portland, ME
Date: March 14, 2019
Computed By: MC
Checked By: EAL

Gorrill Palmer
707 Sable Oaks Drive
Suite 30
South Portland, Maine 04106

General Office Building
Land Use Code (LUC) 710

	Upper Lot
Square Feet	205,086

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R^2
				IN	OUT	IN	OUT	
Weekday	Ln (T) = 0.77 Ln (X) + 3.65	2319	78	50%	50%	1160	1159	0.80
AM Peak Hour	**Ln (T) = 0.80 Ln (X) + 1.55**	**333**	**217**	**90%**	**10%**	**300**	**33**	**0.83**
PM Peak Hour	T = 1.12 (X) + 78.81	309	235	15%	85%	46	263	0.82
Saturday	T = 2.14 (X) + 18.47	457	17	50%	50%	229	228	0.66
Peak Hour of Generator	Ln (T) = 0.81 Ln (X) - 0.12	66	10	55%	45%	36	30	0.59

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R^2
				IN	OUT	IN	OUT	
Weekday	T = 11.01 (X)	2258	78	50%	50%	1129	1129	---
AM Peak Hour	T = 1.55 (X)	318	217	90%	10%	286	32	---
PM Peak Hour	T = 1.49 (X)	306	235	15%	85%	46	260	---
Saturday	T = 2.37 (X)	486	17	50%	50%	243	243	---
Saturday Peak Hour of Gen.	T = 0.41 (X)	84	10	50%	50%	42	42	**---**

* Percentages rounded to nearest 5%

PM Peak Hour:	**T = 1.49/1.55 (AM Peak)**	**320**		**15%**	**85%**	**48**	**272**
Saturday Peak Hour:	**T = 0.41/1.55 (AM Peak)**	**88**		**55%**	**45%**	**48**	**40**

JN:	3020.01	Gorrill Palmer
Project Description:	Portland Square	707 Sable Oaks Drive
Project Location:	Portland, ME	Suite 30
Date:	March 14, 2019	South Portland, Maine 04106
Computed By:	MC	
Checked By:	EAL	

Specialty Retail Center
Land Use Code (LUC) 814

Upper Lot

Gross Floor Area (ft^2): 5,964

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 44.32 (X)	264	4	50%	50%	132	132	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	**T = 2.71 (X)**	**16**	5	45%	55%	7	9	---
AM Peak Hour of Generator	**T = 6.84 (X)**	**41**	**4**	**50%**	**50%**	**21**	**20**	**---**
PM Peak Hour of Generator	**T = 5.02 (X)**	**30**	**3**	**55%**	**45%**	**17**	**13**	**---**
Saturday	T = 42.04 (X)	251	3	50%	50%	126	125	---
Saturday Peak Hour of Gen.***	---	---	---	---	---	---	---	---
AM Peak of Adjacent Street 7-9 AM* **	**T = 0.275 (PM Peak Hour)**	**4**		**60%**	**40%**	**2**	**2**	
Saturday Peak Hour* **	**T = 1.325 (PM Peak Hour)**	**21**		**50%**	**50%**	**11**	**10**	

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center
***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

* Percentages rounded to nearest 5%

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 42.78 (X) + 37.66	293	4	50%	50%	147	146	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.40 (X) + 21.48	36	5	45%	55%	16	20	0.98
AM Peak Hour of Generator	T = 4.91 (X) + 115.59	145	4	50%	50%	73	72	0.90
PM Peak Hour of Generator	---	---	---	---	---	---	---	---
Saturday	---	---	---	---	---	---	---	---
Saturday Peak Hour of Gen.	---	---	---	---	---	---	---	---
AM Peak of Adjacent Street 7-9 AM***	T = 0.275 (PM Peak Hour)	10		60%	40%	6	4	
Saturday Peak Hour***	T = 1.325 (PM Peak Hour)	48		50%	50%	24	24	

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center
***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

* Percentages rounded to nearest 5%
(---) Not Given

JN: 3020.01
Project Description: Portland Square
Project Location: Portland, ME
Date: March 14, 2019
Computed By: MC
Checked By: EAL

Gorrill Palmer
707 Sable Oaks Drive
Suite 30
South Portland, Maine 04106

Apartment
Land Use Code (LUC) 220

Upper Lot
Dwelling Units: 18

Average Rate

Time Period	ITE Trip Rate	Sample Size	Trip Ends		Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 6.72 (X)	86	121		50%	50%	61	60	N/A
AM Peak Hour of Adj. Street Traffic	**T = 0.51 (X)**	**78**	**9**		**20%**	**80%**	**2**	**7**	**N/A**
PM Peak Hour of Adj. Street Traffic	**T = 0.62 (X)**	**90**	**11**		**65%**	**35%**	**7**	**4**	**N/A**
AM Peak Hour of Generator	**T = 0.55 (X)**	**81**	**10**		**30%**	**70%**	**3**	**7**	**N/A**
PM Peak Hour of Generator	**T = 0.67 (X)**	**83**	**12**		**60%**	**40%**	**7**	**5**	**N/A**
Saturday	T = 6.39 (X)	15	115		50%	50%	58	57	N/A
Saturday Peak Hour of Gen.	**T = 0.52 (X)**	**14**	**9**	**	**50%**	**50%**	**5**	**4**	**N/A**

* Percentages rounded to nearest 5%
** Not Available (Assumption)

Fitted Curve Equation

Time Period	ITE Trip Rate	Sample Size	Trip Ends		Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 6.01 (X) + 150.35	86	259		50%	50%	129	130	0.88
AM Peak Hour of Adj. Street Traffic	T = 0.49 (X) + 3.73	78	13		20%	80%	3	10	0.83
PM Peak Hour of Adj. Street Traffic	T = 0.55 (X) + 17.65	90	28		65%	35%	18	10	0.77
AM Peak Hour of Generator	T = 0.53 (X) + 4.21	81	14		30%	70%	4	10	0.82
PM Peak Hour of Generator	T = 0.60 (X) + 17.52	83	28		60%	40%	17	11	0.80
Saturday	T = 7.85 (X) - 256.19	15	-115		50%	50%	-57	-58	0.85
Saturday Peak Hour of Gen.	T = 0.41 (X) + 19.23	14	27	**	50%	50%	13	14	0.56

* Percentages rounded to nearest 5%
** Not Available (Assumption)

JN:	3020.01	Gorrill Palmer
Project Description:	Portland Square	707 Sable Oaks Drive
Project Location:	Portland, ME	Suite 30
Date:	March 14, 2019	South Portland, Maine 04106
Computed By:	MC	
Checked By:	EAL	

Hotel
Land Use Code (LUC) 310

	Upper Lot
Numer of Rooms:	0

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Directional Split *		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	T = 8.95 (X) - 373.16	-373	50%	50%	-187	-186
AM Peak Adjacent Street	Ln(T) = 1.24 Ln(X) - 2.00	#NUM!	60%	40%	#NUM!	#NUM!
PM Peak Adjacent Street	---	---	55%	45%	---	---
AM Peak hour of Generator	Ln(T) = 0.87 Ln(X) + 0.02	#NUM!	55%	45%	#NUM!	#NUM!
PM Peak Hour of Generator	Ln(T) = 1.00 Ln(X) - 0.58	#NUM!	60%	40%	#NUM!	#NUM!
Saturday	T = 9.62 (X) - 294.56	-295	50%	50%	-148	-147
Saturday Peak Hour of Gen.	T = 0.69 (X) + 4.32	4	55%	45%	2	2

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Directional Split *		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	T = 8.17 (X)	0	50%	50%	0	0
AM Peak Adjacent Street	**T = 0.56 (X)**	**0**	**60%**	**40%**	**0**	**0**
PM Peak Adjacent Street	**T = 0.59 (X)**	**0**	**55%**	**45%**	**0**	**0**
AM Peak Hour of Generator	**T = 0.52 (X)**	**0**	**55%**	**45%**	**0**	**0**
PM Peak Hour of Generator	**T = 0.61 (X)**	**0**	**60%**	**40%**	**0**	**0**
Saturday	T = 8.19 (X)	0	50%	50%	0	0
Saturday Peak Hour of Gen.	**T = 0.72 (X)**	**0**	**55%**	**45%**	**0**	**0**

* Percentages rounded to nearest 5%

JN: 3020.01
Project Description: Portland Square
Project Location: Portland, ME
Date: March 14, 2019
Computed By: MC
Checked By: EAL

Gorrill Palmer
707 Sable Oaks Drive
Suite 30
South Portland, Maine 04106

General Office Building
Land Use Code (LUC) 710

	Lower Lot
Square Feet	82,700

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R^2
				IN	OUT	IN	OUT	
Weekday	Ln (T) = 0.77 Ln (X) + 3.65	1153	78	50%	50%	577	576	0.80
AM Peak Hour	**Ln (T) = 0.80 Ln (X) + 1.55**	**161**	**217**	**90%**	**10%**	**145**	**16**	**0.83**
PM Peak Hour	T = 1.12 (X) + 78.81	171	235	15%	85%	26	145	0.82
Saturday	T = 2.14 (X) + 18.47	195	17	50%	50%	98	97	0.66
Peak Hour of Generator	Ln (T) = 0.81 Ln (X) - 0.12	32	10	55%	45%	18	14	0.59

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split *		Directional Distribution		R^2
				IN	OUT	IN	OUT	
Weekday	T = 11.01 (X)	911	78	50%	50%	456	455	---
AM Peak Hour	T = 1.55 (X)	128	217	90%	10%	115	13	---
PM Peak Hour	T = 1.49 (X)	123	235	15%	85%	18	105	---
Saturday	T = 2.37 (X)	196	17	50%	50%	98	98	---
Saturday Peak Hour of Gen.	T = 0.41 (X)	34	10	50%	50%	17	17	**---**

* Percentages rounded to nearest 5%

PM Peak Hour:	**T = 1.49/1.55 (AM Peak)**	**155**	**15%**	**85%**	**23**	**132**
Saturday Peak Hour:	**T = 0.41/1.55 (AM Peak)**	**43**	**55%**	**45%**	**24**	**19**

JN:	3020.01	Gorrill Palmer
Project Description:	Portland Square	707 Sable Oaks Drive
Project Location:	Portland, ME	Suite 30
Date:	March 14, 2019	South Portland, Maine 04106
Computed By:	MC	
Checked By:	EAL	

Specialty Retail Center
Land Use Code (LUC) 814

Lower Lot

Gross Floor Area (ft^2): 29,649

Average Rate

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 44.32 (X)	1314	4	50%	50%	657	657	---
Peak Hour of Adjacent Street Traffic 7-9 AM**	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	**T = 2.71 (X)**	**80**	**5**	**45%**	**55%**	**36**	**44**	---
AM Peak Hour of Generator	**T = 6.84 (X)**	**203**	**4**	**50%**	**50%**	**102**	**101**	---
PM Peak Hour of Generator	**T = 5.02 (X)**	**149**	**3**	**55%**	**45%**	**82**	**67**	---
Saturday	T = 42.04 (X)	1246	3	50%	50%	623	623	---
Saturday Peak Hour of Gen.***	---	---	---	---	---	---	---	---
AM Peak of Adjacent Street 7-9 AM* **	**T = 0.275 (PM Peak Hour)**	**22**		**60%**	**40%**	**13**	**9**	
Saturday Peak Hour* **	**T = 1.325 (PM Peak Hour)**	**106**		**50%**	**50%**	**53**	**53**	

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center
***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

* Percentages rounded to nearest 5%

Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Number of Studies	Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 42.78 (X) + 37.66	1306	4	50%	50%	653	653	0.69
Peak Hour of Adjacent Street Traffic 7-9 AM	---	---	---	---	---	---	---	---
Peak Hour of Adjacent Street Traffic 4-6 PM	T = 2.40 (X) + 21.48	93	5	45%	55%	42	51	0.98
AM Peak Hour of Generator	T = 4.91 (X) + 115.59	261	4	50%	50%	131	130	0.90
PM Peak Hour of Generator	---	---	---	---	---	---	---	---
Saturday	---	---	---	---	---	---	---	---
Saturday Peak Hour of Gen.	---	---	---	---	---	---	---	---
AM Peak of Adjacent Street 7-9 AM***	T = 0.275 (PM Peak Hour)	26		60%	40%	16	10	
Saturday Peak Hour***	T = 1.325 (PM Peak Hour)	123		50%	50%	62	61	

* Percentages rounded to nearest 5%
(---) Not Given

**Based on ratio of AM/PM traffic for LUC 820, Shopping Center
***Saturday Peak Hour comes from a ratio of PM to Saturday trip rates from LUC 820 - Shopping Center

JN: 3020.01
Project Description: Portland Square
Project Location: Portland, ME
Date: March 14, 2019
Computed By: MC
Checked By: EAL

Gorrill Palmer
707 Sable Oaks Drive
Suite 30
South Portland, Maine 04106

Apartment
Land Use Code (LUC) 220

Dwelling Units: Lower Lot: 58

Average Rate

Time Period	ITE Trip Rate	Sample Size	Trip Ends		Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 6.72 (X)	86	390		50%	50%	195	195	N/A
AM Peak Hour of Adj. Street Traffic	**T = 0.51 (X)**	**78**	**30**		**20%**	**80%**	**6**	**24**	**N/A**
PM Peak Hour of Adj. Street Traffic	**T = 0.62 (X)**	**90**	**36**		**65%**	**35%**	**23**	**13**	**N/A**
AM Peak Hour of Generator	**T = 0.55 (X)**	**81**	**32**		**30%**	**70%**	**10**	**22**	**N/A**
PM Peak Hour of Generator	**T = 0.67 (X)**	**83**	**39**		**60%**	**40%**	**23**	**16**	**N/A**
Saturday	T = 6.39 (X)	15	371		50%	50%	186	185	N/A
Saturday Peak Hour of Gen.	**T = 0.52 (X)**	**14**	**30**	**	**50%**	**50%**	**15**	**15**	**N/A**

* Percentages rounded to nearest 5%
** Not Available (Assumption)

Fitted Curve Equation

Time Period	ITE Trip Rate	Sample Size	Trip Ends		Directional Split * IN	Directional Split * OUT	Directional Distribution IN	Directional Distribution OUT	R^2
Weekday	T = 6.01 (X) + 150.35	86	499		50%	50%	249	250	0.88
AM Peak Hour of Adj. Street Traffic	T = 0.49 (X) + 3.73	78	32		20%	80%	6	26	0.83
PM Peak Hour of Adj. Street Traffic	T = 0.55 (X) + 17.65	90	50		65%	35%	32	18	0.77
AM Peak Hour of Generator	T = 0.53 (X) + 4.21	81	35		30%	70%	10	25	0.82
PM Peak Hour of Generator	T = 0.60 (X) + 17.52	83	52		60%	40%	31	21	0.80
Saturday	T = 7.85 (X) - 256.19	15	199		50%	50%	100	99	0.85
Saturday Peak Hour of Gen.	T = 0.41 (X) + 19.23	14	43	**	50%	50%	22	21	0.56

* Percentages rounded to nearest 5%
** Not Available (Assumption)

JN:	3020.01	Gorrill Palmer
Project Description:	Portland Square	707 Sable Oaks Drive
Project Location:	Portland, ME	Suite 30
Date:	March 14, 2019	South Portland, Maine 04106
Computed By:	MC	
Checked By:	EAL	

Hotel
Land Use Code (LUC) 310

Lower Lot

Numer of Rooms: 135

Trip Ends Based on Fitted Curve Equation

Time Period	ITE Trip Rate	Trip Ends	Directional Split *		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	T = 8.95 (X) - 373.16	835	50%	50%	418	417
AM Peak Adjacent Street	Ln(T) = 1.24 Ln(X) - 2.00	59	60%	40%	35	24
PM Peak Adjacent Street	---	---	55%	45%	---	---
AM Peak hour of Generator	Ln(T) = 0.87 Ln(X) + 0.02	73	55%	45%	40	33
PM Peak Hour of Generator	Ln(T) = 1.00 Ln(X) - 0.58	76	60%	40%	46	30
Saturday	T = 9.62 (X) - 294.56	1004	50%	50%	502	502
Saturday Peak Hour of Gen.	T = 0.69 (X) + 4.32	97	55%	45%	53	44

* Percentages rounded to nearest 5%

Trip Ends Based on Average Rate

Time Period	ITE Trip Rate	Trip Ends	Directional Split *		Directional Distribution	
			IN	OUT	IN	OUT
Weekday	T = 8.17 (X)	1103	50%	50%	551	552
AM Peak Adjacent Street	**T = 0.56 (X)**	**76**	**60%**	**40%**	**45**	**31**
PM Peak Adjacent Street	**T = 0.59 (X)**	**80**	**55%**	**45%**	**44**	**36**
AM Peak Hour of Generator	**T = 0.52 (X)**	**70**	**55%**	**45%**	**39**	**31**
PM Peak Hour of Generator	**T = 0.61 (X)**	**82**	**60%**	**40%**	**49**	**33**
Saturday	T = 8.19 (X)	1106	50%	50%	553	553
Saturday Peak Hour of Gen.	**T = 0.72 (X)**	**97**	**55%**	**45%**	**53**	**44**

* Percentages rounded to nearest 5%

JN: 3020.01
Project Description: Portland Square
Project Location: Portland, ME
Date: March 14, 2019
Computed By: MC
Checked By: EAL

Gorrill Palmer
707 Sable Oaks Drive
Suite 30
South Portland, Maine 04106

Portland Square Trip Generation

Task: Calcualate trip generation

Reference: ITE Publication, Trip Generation 7th Edition

Calculations:

Upper Lot ITE Raw Trip Generation

Time Period	Office			Retail			Residential			Hotel			Total		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak Adjacent Street	300	33	333	2	2	4	2	7	9	0	0	0	304	42	346
PM Peak Adjacent Street	48	272	320	7	9	16	7	4	11	0	0	0	62	285	347
AM Peak of Generator	300	33	333	21	20	41	3	7	10	0	0	0	324	60	384
PM Peak of Generator	48	272	320	17	13	30	7	5	12	0	0	0	72	290	362
Saturday Peak Hour of Gen.	48	40	88	11	10	21	5	4	9	0	0	0	64	54	118

Lower Lot ITE Raw Trip Generation

Time Period	Office			Retail			Residential			Hotel			Total		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak Adjacent Street	145	16	161	13	9	22	6	24	30	45	31	76	209	80	289
PM Peak Adjacent Street	23	132	155	36	44	80	23	13	36	44	36	80	126	225	351
AM Peak of Generator	145	16	161	102	101	203	10	22	32	39	31	70	296	170	466
PM Peak of Generator	23	132	155	82	67	149	23	16	39	49	33	82	177	248	425
Saturday Peak Hour of Gen.	24	19	43	53	53	106	15	15	30	53	44	97	145	131	276

Total Combined Trip Generation

Time Period	Office			Retail			Residential			Hotel			Total		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak Adjacent Street	445	49	494	15	11	26	8	31	39	45	31	76	513	122	635
PM Peak Adjacent Street	71	404	475	43	53	96	30	17	47	44	36	80	188	510	698
AM Peak of Generator	445	49	494	123	121	244	13	29	42	39	31	70	620	230	850
PM Peak of Generator	71	404	475	99	80	179	30	21	51	49	33	82	249	538	787
Saturday Peak Hour of Gen.	72	59	131	64	63	127	20	19	39	53	44	97	209	185	394

NCHRP 684 Reduction

Time Period	Office			Retail			Residential			Hotel			Total			
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	
AM Peak Adjacent Street	17	5	22	6	3	9	0	1	1	0	14	14	23	23	46	7%
PM Peak Adjacent Street	2	4	6	8	18	26	15	6	21	4	1	5	29	29	58	8%
AM Peak of Generator	32	14	46	18	18	36	0	1	1	0	17	17	50	50	100	12%
PM Peak of Generator	3	9	12	19	20	39	15	11	26	5	2	7	42	42	84	11%
Saturday Peak Hour of Gen.	7	6	13	6	6	12	2	2	4	5	4	9	20	18	38	10%

NCHRP 684 Reduced

Time Period	Office			Retail			Residential			Hotel			Total		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak Adjacent Street	428	44	472	9	8	17	8	30	38	45	17	62	490	99	589
PM Peak Adjacent Street	69	400	469	35	35	70	15	11	26	40	35	75	159	481	640
AM Peak of Generator	413	35	448	105	103	208	13	28	41	39	14	53	570	180	750
PM Peak of Generator	68	395	463	80	60	140	15	10	25	44	31	75	207	496	703
Saturday Peak Hour of Gen.	65	53	118	58	57	115	18	17	35	48	40	88	189	167	356

Other Modes Reduction	18%			18%			49.7%			10%					

Time Period	Office			Retail			Residential			Hotel			Total		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak Adjacent Street	77	8	85	2	1	3	4	15	19	5	2	7	88	26	114
PM Peak Adjacent Street	12	72	84	6	6	12	7	5	12	4	3	7	29	86	115
AM Peak of Generator	74	6	80	19	19	38	6	14	20	4	1	5	103	40	143
PM Peak of Generator	12	71	83	14	11	25	7	5	12	4	3	7	37	90	127
Saturday Peak Hour of Gen.	12	10	22	10	10	20	9	8	17	5	4	9	36	32	68

Total Reduced Trip Generation

Time Period	Office			Retail			Residential			Hotel			Total		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak Adjacent Street	351	36	387	7	7	14	4	15	19	40	15	55	**402**	**73**	**475**
PM Peak Adjacent Street	57	328	385	29	29	58	8	6	14	36	32	68	**130**	**395**	**525**
AM Peak of Generator	339	29	368	86	84	170	7	14	21	35	13	48	**467**	**140**	**607**
PM Peak of Generator	56	324	380	66	49	115	8	5	13	40	28	68	**170**	**406**	**576**
Saturday Peak Hour of Gen.	53	43	96	48	47	95	9	9	18	43	36	79	**153**	**135**	**288**

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	Portland Square and Hotel	**Organization:**	GP
Project Location:	Portland, Maine	**Performed By:**	MC
Scenario Description:	Portland Square with Proposed Hotel	**Date:**	3/15/2019
Analysis Year:		**Checked By:**	EAL
Analysis Period:	**AM Street Peak Hour**	**Date:**	3/19/2019

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	710	287,786	SF	494	445	49
Retail	814	35,613	SF	26	15	11
Restaurant				0		
Cinema/Entertainment				0		
Residential	220	76	Units	39	8	31
Hotel	310	135	Rooms	76	45	31
All Other Land Uses[2]				0		
Total				635	513	122

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		5	0	0	0	0
Retail	3		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	0	0		0
Hotel	13	1	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	635	513	122
Internal Capture Percentage	7%	4%	19%
External Vehicle-Trips[3]	589	490	99
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	4%	10%
Retail	40%	27%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	3%
Hotel	0%	45%

[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:	Portland Square and Hotel
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	445	445	1.00	49	49
Retail	1.00	15	15	1.00	11	11
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	31	31
Hotel	1.00	45	45	1.00	31	31

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		14	31	0	0	0
Retail	3		1	0	2	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	6	0		0
Hotel	23	4	3	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		5	0	0	0	0
Retail	18		0	0	0	0
Restaurant	62	1		0	0	2
Cinema/Entertainment	0	0	0		0	0
Residential	13	3	0	0		0
Hotel	13	1	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	17	428	445	428	0	0
Retail	6	9	15	9	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	45	45	45	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	5	44	49	44	0	0
Retail	3	8	11	8	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	30	31	30	0	0
Hotel	14	17	31	17	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:	Portland Square and Hotel	**Organization:**	GP
Project Location:	Portland, Maine	**Performed By:**	MC
Scenario Description:	Portland Square with Proposed Hotel	**Date:**	3/15/2019
Analysis Year:		**Checked By:**	EAL
Analysis Period:	**PM Street Peak Hour**	**Date:**	3/19/2019

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	710	287,786	SF	475	71	404
Retail	814	35,613	SF	96	43	53
Restaurant						
Cinema/Entertainment						
Residential	220	76	Units	47	30	17
Hotel	310	135	Rooms	80	44	36
All Other Land Uses[2]						
Total				698	188	510

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		3	0	0	1	0
Retail	1		0	0	14	3
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	4	0	0		1
Hotel	0	1	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	698	188	510
Internal Capture Percentage	8%	15%	6%
External Vehicle-Trips[3]	640	159	481
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	3%	1%
Retail	19%	34%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	50%	35%
Hotel	9%	3%

[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:	Portland Square and Hotel
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	71	71	1.00	404	404
Retail	1.00	43	43	1.00	53	53
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	30	30	1.00	17	17
Hotel	1.00	44	44	1.00	36	36

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		81	16	0	8	0
Retail	1		15	2	14	3
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	7	4	0		1
Hotel	0	6	24	0	1	

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		3	0	0	1	0
Retail	22		0	0	14	7
Restaurant	21	22		0	5	31
Cinema/Entertainment	4	2	0		1	0
Residential	40	4	0	0		5
Hotel	0	1	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	2	69	71	69	0	0
Retail	8	35	43	35	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	15	15	30	15	0	0
Hotel	4	40	44	40	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	4	400	404	400	0	0
Retail	18	35	53	35	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	6	11	17	11	0	0
Hotel	1	35	36	35	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:	Portland Square and Hotel	**Organization:**	GP
Project Location:	Portland, Maine	**Performed By:**	MC
Scenario Description:	Portland Square with Proposed Hotel	**Date:**	3/15/2019
Analysis Year:		**Checked By:**	EAL
Analysis Period:	**AM Generator Peak Hour**	**Date:**	3/19/2019

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	710	287,786	SF	494	445	49
Retail	814	35,613	SF	244	123	121
Restaurant						
Cinema/Entertainment						
Residential	220	76	Units	42	13	29
Hotel	310	135	Rooms	70	39	31
All Other Land Uses[2]						
Total				850	620	230

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		14	0	0	0	0
Retail	18		0	0	0	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	0	0		0
Hotel	13	4	0	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	850	620	230
Internal Capture Percentage	12%	8%	22%
External Vehicle-Trips[3]	750	570	180
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	7%	29%
Retail	15%	15%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	3%
Hotel	0%	55%

[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:	Portland Square and Hotel
Analysis Period:	**AM Generator 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	445	445	1.00	49	49
Retail	1.00	123	123	1.00	121	121
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	13	13	1.00	29	29
Hotel	1.00	39	39	1.00	31	31

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		14	31	0	0	0
Retail	35		16	0	17	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	0	6	0		0
Hotel	23	4	3	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		39	0	0	0	0
Retail	18		0	0	0	0
Restaurant	62	10		0	1	2
Cinema/Entertainment	0	0	0		0	0
Residential	13	21	0	0		0
Hotel	13	5	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	32	413	445	413	0	0
Retail	18	105	123	105	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	0	13	13	13	0	0
Hotel	0	39	39	39	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	14	35	49	35	0	0
Retail	18	103	121	103	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	1	28	29	28	0	0
Hotel	17	14	31	14	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:	Portland Square and Hotel	**Organization:**	GP
Project Location:	Portland, Maine	**Performed By:**	MC
Scenario Description:	Portland Square with Proposed Hotel	**Date:**	3/15/2019
Analysis Year:		**Checked By:**	EAL
Analysis Period:	**PM Generator Peak Hour**	**Date:**	3/19/2019

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	710	287,786	SF	475	71	404
Retail	814	35,613	SF	179	99	80
Restaurant						
Cinema/Entertainment						
Residential	220	76	Units	51	30	21
Hotel	310	135	Rooms	82	49	33
All Other Land Uses[2]						
Total				787	249	538

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		8	0	0	1	0
Retail	2		0	0	14	4
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	9	0	0		1
Hotel	0	2	0	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	787	249	538
Internal Capture Percentage	11%	17%	8%
External Vehicle-Trips[3]	703	207	496
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	4%	2%
Retail	19%	25%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	50%	52%
Hotel	10%	6%

[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:	Portland Square and Hotel
Analysis Period:	**PM Generator 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	71	71	1.00	404	404
Retail	1.00	99	99	1.00	80	80
Restaurant	1.00	0	0	1.00	0	0
Cinema/Entertainment	1.00	0	0	1.00	0	0
Residential	1.00	30	30	1.00	21	21
Hotel	1.00	49	49	1.00	33	33

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		81	16	0	8	0
Retail	2		23	3	21	4
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	1	9	4	0		1
Hotel	0	5	22	0	1	

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		8	0	0	1	0
Retail	22		0	0	14	8
Restaurant	21	50		0	5	35
Cinema/Entertainment	4	4	0		1	0
Residential	40	10	0	0		6
Hotel	0	2	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	3	68	71	68	0	0
Retail	19	80	99	80	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	15	15	30	15	0	0
Hotel	5	44	49	44	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	9	395	404	395	0	0
Retail	20	60	80	60	0	0
Restaurant	0	0	0	0	0	0
Cinema/Entertainment	0	0	0	0	0	0
Residential	11	10	21	10	0	0
Hotel	2	31	33	31	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.

ArcGIS Southern Maine Commute Data (ACS 2009-2013, 5-Yr Est. by Census Tract)

Details | Basemap |

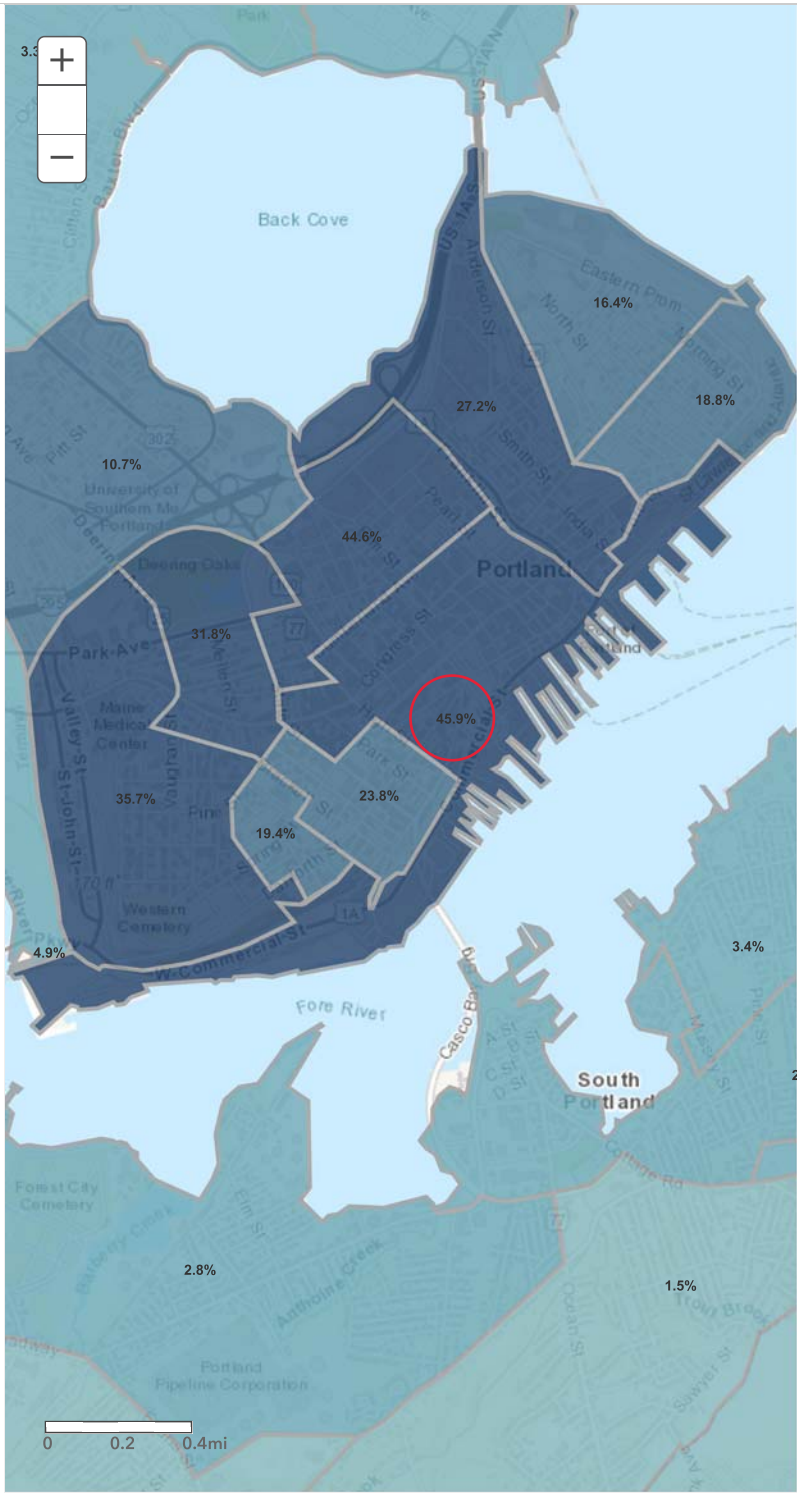
About Content Legend

Contents

- [x] Walked
- [ ] Biked
- [ ] Public Transportation
- [ ] Carpooled
- [ ] Drove Alone
- [ ] Taxi/Motorcycle/Other
- [ ] Worked at Home

Topographic

Walked = 45.9%



. Trust Center . Legal . Contact Esri . Report Abuse

ArcGIS Southern Maine Commute Data (ACS 2009-2013, 5-Yr Est. by Census Tract)

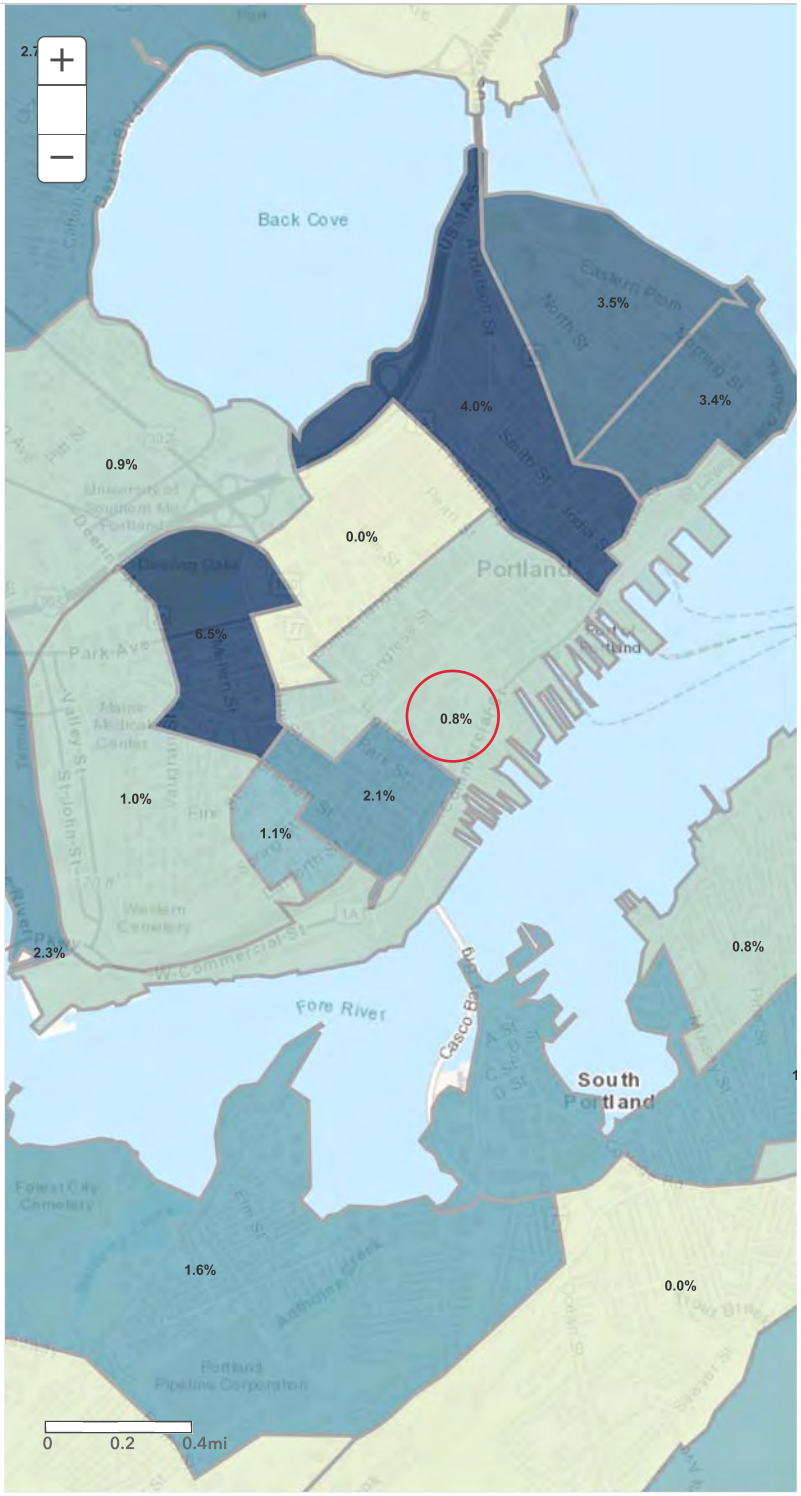
Details | Basemap |

About Content Legend

Contents

- [ ] Walked
- [x] Biked
- [ ] Public Transportation
- [ ] Carpooled
- [ ] Drove Alone
- [ ] Taxi/Motorcycle/Other
- [ ] Worked at Home
- Topographic

Biked = 0.8%



. Trust Center . Legal . Contact Esri . Report Abuse

ArcGIS Southern Maine Commute Data (ACS 2009-2013, 5-Yr Est. by Census Tract)

Details | Basemap |

About Content Legend

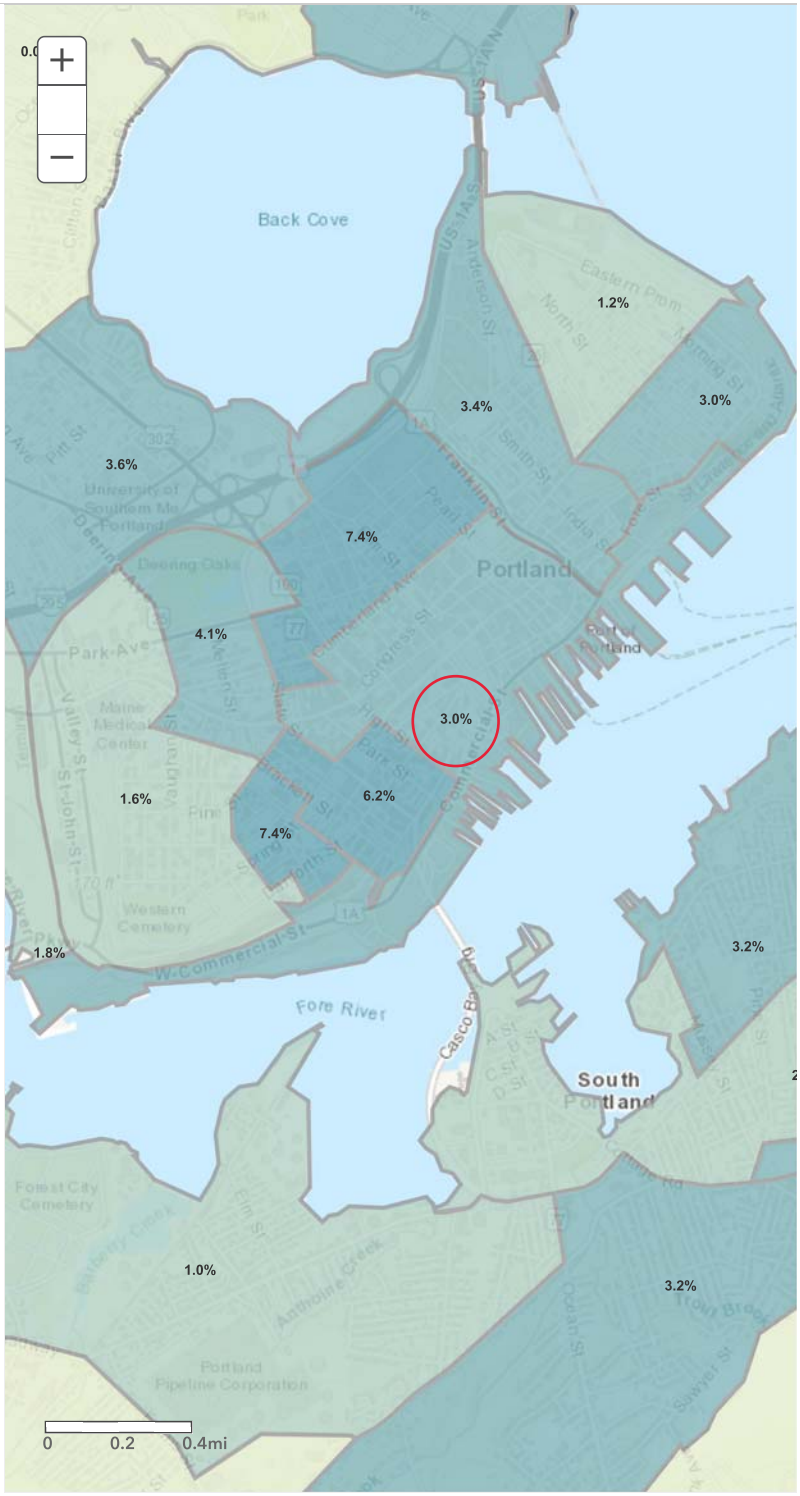
Contents

- [ ] Walked
- [ ] Biked
- [x] Public Transportation
- [ ] Carpooled
- [ ] Drove Alone
- [ ] Taxi/Motorcycle/Other
- [ ] Worked at Home

Topographic

Public Transit = 3.0%

Walked + Biked + Public Transit = 45.9% + 0.8% +3.0% = **49.7%**



Trust Center . Legal . Contact Esri . Report Abuse

Section 2
Traffic Crashes

2.A. Crash Summary Data

Gorrill Palmer obtained the crash data from MaineDOT for the period of 2015-2017, the most recent period available (Attachment 2A).

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 indicates 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 immediate vicinity of the site. However, there have been three crashes involving bicyclists and five crashes involving pedestrians during the most recent three year period.

2.B. Attachments

Attachment 2A – Node Map, Crash Summary Report

Attachment 2A

Node Map
Crash Report

NODE MAP - PORTLAND SQUARE

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.

0.07 Miles

1 inch = 0.05 miles

Date: 3/14/2019
Time: 11:58:08 AM

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

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 - intersections and entering links in the area of Center St where it intersects with Fore St and Commercial St

REPORT PARAMETERS

Year 2015, Start Month 1 through Year 2017 End Month: 12

Route: **0001A**	Start Node: **18968**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **16790**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0560286**	Start Node: **18786**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18964**	End Offset: **0**	☐ **Exclude Last Node**
Route: **0560584**	Start Node: **18978**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18964**	End Offset: **0**	☑ **Exclude Last Node**
Route: **3209862**	Start Node: **16788**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **69082**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0560122**	Start Node: **16788**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18964**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0560122**	Start Node: **18964**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18975**	End Offset: **0**	☐ **Exclude Last Node**
Route: **3200508**	Start Node: **18964**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18967**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0560191**	Start Node: **19130**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18981**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0561017**	Start Node: **18966**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18972**	End Offset: **0**	☐ **Exclude Last Node**
Route: **0561017**	Start Node: **16789**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18966**	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 - intersections and entering links in the area of Center St where it intersects with Fore St and Commercial St

REPORT PARAMETERS

Year 2015, Start Month 1 through Year 2017 End Month: 12

Route: **0561016**	Start Node: **18965**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18969**	End Offset: **0**	☐ **Exclude Last Node**
Route: **3209786**	Start Node: **67712**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18975**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0560672**	Start Node: **18975**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18974**	End Offset: **0**	☑ **Exclude Last Node**
Route: **0560122**	Start Node: **18975**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18976**	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
16789	0001A - 11.41	Int of COMMERCIAL ST CROSS ST S	2	4	0	0	1	1	2	50.0	5.107	0.26	0.39	0.00
												Statewide Crash Rate:	0.16	
16788	0001A - 11.35	Int of CENTER ST COMMERCIAL ST ENT TO FISH PIER	9	6	0	0	0	0	6	0.0	5.797	0.34	1.24	0.00
												Statewide Crash Rate:	0.74	
18966	0560286 - 0.95	Int of CROSS ST S FORE ST	2	1	0	0	0	1	0	100.0	2.423	0.14	0.45	0.00
												Statewide Crash Rate:	0.15	
18964	0560286 - 1.02	Int of CENTER ST, FORE ST, PLEASANT ST, YORK ST	9	11	0	0	1	2	8	27.3	3.961	0.93	1.34	0.00
												Statewide Crash Rate:	0.74	
18965	0560286 - 0.99	Int of COTTON ST FORE ST	2	2	0	0	1	0	1	50.0	2.481	0.27	0.45	0.00
												Statewide Crash Rate:	0.15	
18975	0560122 - 0.20	Int of CENTER ST SPRING ST	9	12	0	0	2	4	6	50.0	3.338	1.20	1.39	0.00
												Statewide Crash Rate:	0.74	
19130	3200508 - 0.02	Int of DANFORTH ST YORK ST	9	2	0	0	1	0	1	50.0	2.551	0.26	1.48	0.00
												Statewide Crash Rate:	0.74	
18972	0561017 - 0.12	End of CROSS ST S	2	0	0	0	0	0	0	0.0	0.087	0.00	0.11	0.00
												Statewide Crash Rate:	0.14	
18969	0561016 - 0.07	End of COTTON ST	2	1	0	0	0	0	1	0.0	0.068	4.94	-0.19	0.00
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		39	0	0	6	8	25	35.9	25.813	0.50	0.71	0.71

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
16788	18968	3119256	0 - 0.04	0001A - 11.31	0.04	2	3	0	0	0	2	1	66.7	0.00223	447.73	608.83	0.00
Int of CENTER ST COMMERCIAL ST ENT TO FISH PIER				US 1A											Statewide Crash Rate: 218.39		
16788	16789	3120368	0 - 0.06	0001A - 11.35	0.06	2	7	0	0	0	0	5	0.0	0.00285	817.38	571.37	1.43
Int of CENTER ST COMMERCIAL ST ENT TO FISH PIER				US 1A											Statewide Crash Rate: 218.39		
16789	16790	3120311	0 - 0.06	0001A - 11.41	0.06	2	7	0	0	1	1	5	28.6	0.00278	839.47	575.31	1.46
Int of COMMERCIAL ST CROSS ST S				US 1A											Statewide Crash Rate: 218.39		
18786	18966	3106807	0 - 0.05	0560286 - 0.90	0.05	2	1	0	0	0	0	1	0.0	0.00116	288.50	609.06	0.00
Int of FORE ST UNION ST				RD INV 05 60286											Statewide Crash Rate: 174.81		
18965	18966	3124004	0 - 0.04	0560286 - 0.95	0.04	2	1	0	0	0	0	1	0.0	0.00094	352.98	638.21	0.00
Int of COTTON ST FORE ST				RD INV 05 60286											Statewide Crash Rate: 174.81		
18964	18965	3106829	0 - 0.03	0560286 - 0.99	0.03	2	0	0	0	0	0	0	0.0	0.00074	0.00	672.52	0.00
Int of CENTER ST, FORE ST, PLEASANT ST, YORK ST				RD INV 05 60286											Statewide Crash Rate: 174.81		
18964	18978	194644	0 - 0.07	0560584 - 0.26	0.07	2	5	0	0	0	1	4	20.0	0.00031	5299.07	1571.45	3.37
Int of CENTER ST, FORE ST, PLEASANT ST, YORK ST				RD INV 05 60584											Statewide Crash Rate: 407.82		
16788	69082	3506290	0 - 0.01	3209862 - 0	0.01	2	0	0	0	0	0	0	0.0	0.00000	0.00	-406499.83	0.00
Int of CENTER ST COMMERCIAL ST ENT TO FISH PIER				RD INV 3209862											Statewide Crash Rate: 407.82		
16788	18964	192464	0 - 0.10	0560122 - 0	0.10	2	2	0	0	0	0	1	0.0	0.00125	533.75	1124.22	0.00
Int of CENTER ST COMMERCIAL ST ENT TO FISH PIER				RD INV 05 60122											Statewide Crash Rate: 407.82		
18964	18975	194643	0 - 0.10	0560122 - 0.10	0.10	2	4	0	0	0	1	3	25.0	0.00124	1079.48	1127.47	0.00
Int of CENTER ST, FORE ST, PLEASANT ST, YORK ST				RD INV 05 60122											Statewide Crash Rate: 407.82		
18964	19130	3106830	0 - 0.02	3200508 - 0	0.02	2	0	0	0	0	0	0	0.0	0.00050	0.00	719.91	0.00
Int of CENTER ST, FORE ST, PLEASANT ST, YORK ST				RD INV 3200508											Statewide Crash Rate: 174.81		
18967	19130	194651	0 - 0.04	3200508 - 0.02	0.04	2	0	0	0	0	0	0	0.0	0.00073	0.00	1289.57	0.00
Non Int YORK ST				RD INV 3200508											Statewide Crash Rate: 407.82		
18981	19130	3106832	0 - 0.10	0560191 - 0	0.10	2	4	0	0	0	0	2	0.0	0.00075	1787.17	671.33	2.66
Int of DANFORTH ST MAPLE ST				RD INV 05 60191											Statewide Crash Rate: 174.81		
18966	18972	194648	0 - 0.04	0561017 - 0.08	0.04	2	1	0	0	0	0	1	0.0	0.00007	4796.44	1612.40	2.97
Int of CROSS ST S FORE ST				RD INV 05 61017											Statewide Crash Rate: 407.82		
16789	18966	192467	0 - 0.08	0561017 - 0	0.08	2	0	0	0	0	0	0	0.0	0.00033	0.00	1556.43	0.00
Int of COMMERCIAL ST CROSS ST S				RD INV 05 61017											Statewide Crash Rate: 407.82		
18965	18969	194647	0 - 0.07	0561016 - 0	0.07	2	1	0	0	0	0	0	0.0	0.00009	3526.03	1733.84	2.03
Int of COTTON ST FORE ST				RD INV 05 61016											Statewide Crash Rate: 407.82		
67712	18975	3417147	0 - 0.10	3209786 - 0.17	0.10	2	0	0	0	0	0	0	0.0	0.00067	0.00	685.28	0.00
Non Int SPRING ST				RD INV 3209786											Statewide Crash Rate: 174.81		

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
18974	18975	3119282	0 - 0.10	0560672 - 1.02	0.10	2	1	0	0	0	0	1	0.0	0.00157	212.93	565.33	0.00
Int of CROSS ST N	SPRING ST			RD INV 05 60672											Statewide Crash Rate: 174.81		
18975	18976	194658	0 - 0.04	0560122 - 0.20	0.04	2	0	0	0	0	0	0	0.0	0.00039	0.00	1504.36	0.00
Int of CENTER ST	SPRING ST			RD INV 05 60122											Statewide Crash Rate: 407.82		
Study Years:	3.00			**Section Totals:**	1.15		37	0	0	1	5	25	16.2	0.01861	662.79	411.40	1.61
				Grand Totals:	1.15		76	0	0	7	13	50	26.3	0.01861	1361.41	554.84	2.45

Section 3
Development Entrances and Exits

3.A. Entrance and Exit Locations

The site is located on two adjacent blocks, referred to as the upper lot and lower lot, located in Portland, Maine.

The existing upper lot is accessed through an enter only driveway at the end of Cross Street and an exit only driveway onto Cross Street to the south of the existing entrance. The upper lot is proposed to be accessed via four full movement accesses onto the site; one full movement into the parking garage from Cross Street, one full movement into the parking garage from Cotton Street, one full movement into the parking garage from Spring Street, and one service access onto Cross Street.

The existing lower lot has one full movement access on Center Street. The existing site is being used as a public parking lot. The lower lot is proposed to include three site accesses; one full movement into the parking garage and one potential minor access onto Cross Street, and one service access onto Center Street.

3.B. Plan View

Attachment 1A of Section 1 shows the proposed site plan.

- Frontage Roads – Center Street, Cross Street, Cotton Street, and Spring Street.
- Posted Speed Limit – Unposted on Center Street, Cross Street, Cotton Street, and Spring Street, so assumed to be 25 mph.
- Sight Lines – A speed limit of 25 mph requires a MaineDOT and City of Portland sight distance of 200 feet. Sight distance is measured as follows:

  The MaineDOT evaluation method is as follows:

Driveway observation point:	10 feet from traveled way
Height of eye at driveway:	3 ½ feet above ground
Height of approaching vehicle:	4 ¼ feet above ground

Based on a field review, it appears the sight distances at all accesses, including service accesses, can be accomplished. However, on-street parking would need to be removed adjacent to the driveways along several streets in order to achieve the recommended sight distances. It should be noted that limited available sight distance due to on-street parking is extremely common throughout the City. The following tables summarize sight distances if parking spaces were not a factor:

Sight Distance Summary Upper Lot

Approach	Sight Distance (ft)			
	Portland Required	MaineDOT Required[1]	Looking Left	Looking Right
Cross Street (Exit)	200	200	170[1]	30[1]
Cross Street (Service Access)	200	200	N/A	N/A
Spring Street (Exit)	200	200	200[1]	200[1]
Cotton Street (Exit)	200	200	170[1]	170[1]

1= Road ended or went to next intersection

Sight Distance Summary Lower Lot

Approach	Sight Distance (ft)			
	Portland Required	MaineDOT Required[1]	Looking Left	Looking Right
Cross Street (Exit)	200	200	115[1]	--[2]
Cross Street (Potential Access)	200	200	200	--[2]
Center Street (Service Access)	200	200	200	200[1]

1 = Road ended or went to next intersection
2 = One-way street

This will need to be discussed in more detail at the Scoping Meeting and then in Section 7, Traffic Impact Study.

Section 4
Title, Right, or Interest

4.A. Evidence of Title, Right, or Interest

A copy of the Deeds are included in Attachment 4A.

4.B. Attachments

Attachment 4A – Deeds

Attachment 4A

Deeds

MAINE REAL ESTATE TAX-Paid

QUITCLAIM WITH COVENANT DEED

DLN:1001540002732

RREEF AMERICA REIT III-Z4 LLC, a Delaware limited liability company with a place of business in 222 South Riverside Plaza, Chicago, Illinois 60606-5808 for consideration paid, grants to North River IV LLC, a Delaware limited liability company with a place of business at 224 12th Avenue, New York, NY 10001, with **QUITCLAIM COVENANT**, the land, together with all improvements thereon and all rights and easements appurtenant thereto, located at or near Union street and Fore street consisting of unites 1-6 One Portland Square, a Business Condominium, the building known as Two Portland Square and certain related parcels, Portland, Cumberland County, Maine, more particularly described on **Exhibit A** attached hereto.

IN WITNESS WHEREOF, RREEF America REIT III-Z4 LLC, has caused this deed to be executed by James E. Toney, Assistant Vice President its duly authorized Assistant Vice President, this 26th day of March, 2015.

RREEF AMERICA REIT III-Z4 LLC,
a Delaware limited liability company,

By: RREEF AMERICA REIT III-Z LLC,
a Delaware limited liability company, its manager,

By: James E. Toney
Its duly authorized Assistant Vice President

Witness:
Vanessa C. Z

STATE OF ILLINOIS
COUNTY OF COOK

March 26, 2015

Personally appeared before me the above-named James E. Toney, Assistant Vice President of RREEF America REIT III-Z LLC, a Delaware limited liability company, manager of RREEF America REIT III-Z4 LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

Notary Public/Attorney at Law
Print name: Beverly A Dillon

OFFICIAL SEAL
BEVERLY A. DILLON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES MARCH 3, 2018

EXHIBIT A

Legal Description

Tract 1:

Parcel One - One Portland Square.

Units No. 1, 2, 3, 4, 5, and 6 of One Portland Square, a business condominium, situated at the corner of Union and Spring Streets in the City of Portland, County of Cumberland and State of Maine, as more particularly described in the Declaration of One Portland Square, a business condominium, dated as of October 27, 1987 and recorded in the Cumberland County Registry of Deeds on October 29, 1987 in Book 8039, Page 37, and in the plats and plans incorporated into the declaration and recorded in the Cumberland County Registry of Deeds in Plan Book No. 166, Page 44 sheets 1 through 13, by virtue of the recording of which declaration, plats and plans, the declarant created the condominium pursuant to the Maine Condominium Act, Title 33 of the Maine Revised Statutes of 1964, as amended, Chapter 31, Sections 1601-101 et seq., as amended.

Parcel Two - Upper Parking

A parcel of land shown as "Lot 3" on a land title survey prepared for Northland Realty Corporation by Lewis & Wasina, Inc. dated April 5, 1995, Project No. 9508 located on the southerly side of Spring Street Arterial, the easterly side of Cotton Street and the northerly side of Fore Street, City of Portland, County of Cumberland, State of Maine, and being more particularly described as follows:

Beginning at a found rebar at the intersection of the northerly right of way line of Fore Street and the easterly right of way line of Cotton Street;

Thence, N24° 18' 44" W along the easterly right of way line of Cotton street a distance of 356.32 feet to a set 5/8 inch rebar with aluminum cap stamped "Lewis & Wasina PLS 2114" at the southerly right of way line of Spring Street Arterial;

Thence, N65° 47' 27" E along the southerly right of way line of Spring Street Arterial a distance of 89.72 feet to a found rebar;

Thence, continuing to follow the southerly right of way line of Spring Street Arterial along a curve to the left having a delta of 3° 11' 35", a radius 3887.30 feet, an arc length of 216.65 feet and a chord bearing and length of N64° 11' 39" E, 216.62 feet to a found drill hole in a concrete sidewalk;

Thence, S11° 09' 10" E following the former easterly right of way line of cross street, now discontinued, along lot 1 and lands conveyed by deed to Two Portland Square limited partnership as shown on said plan a total distance of 413.33 feet to a found rebar on the northerly right of way line of Fore Street;

Thence, S78° 49' 49" W along the northerly right of way line of Fore Street a distance of 79.03 feet to a found rebar;

Thence, S75° 13' 06" W along the northerly right of way line of fore street a distance of 137.10 feet to the point of beginning.

All the above mentioned found rebar are 5/8 inch with aluminum cap stamped "SMRT RLS 1314".

Reference should be made to the plan for further details of the boundary and easements.

The basis of bearing for this description is magnetic North, 1972, as shown on said plan.

Parcel Three - Lower Parking

A certain lot or parcel of land being the majority of the block bounded northerly by Fore Street, easterly by Cross Street, southerly by Commercial Street and westerly by Center Street in the City of Portland, County of Cumberland, and State of Maine and further bounded and described as follows:

Beginning at a drill hole at the intersection of the northwesterly line of Commercial Street and the easterly line of Center Street, said point also being the most southwesterly corner of certain land conveyed to the Atbro Corporation by Deed dated October 3, 1979, and recorded in the Cumberland County Registry of Deeds in Book 4506, Page 48;

Thence North 43° 29' 22.8" East along Commercial Street, a distance of 69.18 feet to a reinforcing rod;

Thence North 46° 50' 30" East along said Commercial Street, a distance of 54.32 feet to a reinforcing rod;

Thence North 52° 30' 11.2" east along said Commercial Street, a distance of 35.64 feet to a drill hole;

Thence North 24° 17' 37.6" West along land formerly of Ari Newman and Lee Beamis, and now Harbor Landing Condominium, see Declaration of Condominium recorded in Book 6505, Page 312, Cumberland County Registry of Deeds, a distance of 93.23 feet to a reinforcing rod;

Thence North 65° 44' 46" East along land now or formerly of said Ari Newman and Lee Beamis, a distance of 109.60 feet to a P.K. spike in the westerly line of Cross Street;

Thence North 13° 21' 13.9" West along said Cross Street, a distance of 287.70 feet to a reinforcing rod, said point being located at the intersection of the westerly line of Cross Street and the southerly line of Fore Street;

Thence South 69° 41' 09.0" West along said Fore Street, a distance of 318.64 feet to a reinforcing rod, said point being located at the intersection of the southerly line of Fore Street and the easterly line of Center Street;

Thence South 24° 16' 16.2" East along said Center Street, a distance of 451.12 feet to the point of beginning.

Excepting from the above described premises those premises taken by the State of Maine by its Department of Transportation set forth in its notice of layout and taking dated August 21, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9688, Page 341.

Tract 2: Two Portland Square.

A certain lot or parcel of land with any buildings thereon situated at the intersection of Fore Street and Union Street in the City of Portland, County of Cumberland, and State of Maine, being Lot 2 on plan for Two Portland Square Subdivision by Stevens Morton Rose & Thompson dated October 22, 1987, revised to September 18, 1989 and recorded in Plan Book 182, Page 29.

Subject to and together with that certain parking easement established in Declaration of Easement by Portland Square limited partnership dated December 18, 1989 and recorded in Book 9028, Page 117, as affected by Subject Property Notice dated December 18, 1989 and recorded in Book 9028, Page 136, and by Permitted Parking Areas Plan dated December 18, 1989 and recorded in Book 9028, Page 141.

Rights, easements, covenants, conditions and restrictions set forth in Declaration of Easement by Portland Square Limited Partnership dated October 30, 1987, recorded at Book 8045, Page 303, as affected by Additional Declaration of Easement dated December 18, 1989, recorded at Book 9028, Page 92, Release of Easement dated December 18, 1989, recorded at Book 9028, Page 97, Subject Property Notice dated December 18, 1989, recorded at Book 9028, Page 102, and Permitted Parking Areas Plan dated December 18, 1989, recorded at Book 9028, Page 112.

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.

Section 6
Schedule

6.A. Schedule

The proposed project is planned to be constructed in phases, with the first phase being the hotel. The remaining phases are planned to be completed over the next ten years, with full buildout by end of 2029.

VIEWS AND HISTORIC FEATURES

The proposed Portland Square Project has been designed to fit within the fabric of the Old Port Neighborhood.

VIEWS

The project site contains a total of approximately 7 acres of land and gently slopes west to east towards the Portland Waterfront. The site is currently occupied by Portland Square One and Portland Square Two, office buildings containing over 260,000 sf of office and retail space. The remaining portions of the site are vacant of buildings and occupied by surface parking which serves the adjacent office uses.

Views currently extend across the site as well as from the upper floors of the office buildings. The Master Plan for Portland Square has been designed to protect and enhance the views of the waterfront and downtown Portland through sensitive placement of the office buildings to allow views from the lower site and through to the upper site.

A fifty-foot (50') view/ scenic easement was established along the upper portions of Cross Street between Fore and Spring Streets when the street was discontinued in 1986. This viewshed is important and has been maintained with the development of the buildings on this site.

HISTORIC FEATURES

Based on our review of Historical Sanborn maps of the site (Upper and Lower Lots), it appears that each Lot contained multiple structures (buildings) developed between approximately 1886 and 1980. In general, the structures consisted of tenements or those that housed industrial, commercial or manufacturing facilities (e.g., blacksmith, machine, metal and wood shops) as well as ice houses and lumber yards.

Each Lot became completely vacant of structures between 1980 and 1986. There are no known buildings of significant architectural importance that occupied this site. Historical Sanborn Maps of the Lots (shaded in green) were compiled in 2015 by Haley and Aldridge and are attached to this Application for informational purposes.

The lower end of the property falls within the Portland Waterfront (Old Port) Historic District, which encompasses a significant and distinct part of Portland. Based on the City Historic Preservation Mapping, there are several Buildings of Historical Significance in the immediate vicinity of the Proposed Portland Square Development. These include the following:

- Richardson Wharf Company Block, 269 Commercial Street, 1864-1867
- Baxter Davis Block, 305 Commercial Street, 1902
- Tracy Causer Block, 505 Fore Street, 1886, added to NRHP 1994

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.
Sec 14-352	Each Loading Bay shall have a minimum dimension of fifty (50) feet byfourteen (14) feet, ...	We are requesting that each loading bay on the south building serving the hotel and ground level retail be narrowed to to twelve(12) feet in width to allow for two delivery vehicles and a dedicated sidewalk (30 ft total)	The service requirements for the hotel and future retail are not projected to be extensive. Having the ability to utilize either bay should provide flexibility and ease congestion on adjacent streets.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

ZONING ANALYSIS Relevant Zone(s) B-3 / DEOZ / PAD

All Projects:

	Required	Proposed
Lot Size	None	2.25 A
Area Per Dwelling Unit	None	- -
Minimum Street Frontage	15'	856'
Front Yard Minimum	0'	0'
Front Yard Maximum	5'	0'
Rear Yard	None	- -
Yard Right	None	- -
Yard Left	None	- -
Side Street Setback	None	- -
Step Back	Yes	Yes
Maximum Lot Coverage	100%	100%
Minimum Lot Coverage	None	- -
Maximum Height	125' / 85'	125' / 85'
Open Space	None	- -
Maximum Impervious Area	100%	100%
Pavement Setback	None	- -
Floor Area Ratio	None	- -
Off Street Parking Spaces	Yes	1,100
Loading Bays	1	1
PAD Zone	@ Fore St.	@ Fore St.
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

ZONING ANALYSIS Relevant Zone(s) B-3 / DEOZ / PAD

All Projects:

	Required	Proposed
Lot Size	None	2.25 A
Area Per Dwelling Unit	None	- -
Minimum Street Frontage	15'	856'
Front Yard Minimum	0'	0'
Front Yard Maximum	5'	0'
Rear Yard	None	- -
Yard Right	None	- -
Yard Left	None	- -
Side Street Setback	None	- -
Step Back	Yes	Yes
Maximum Lot Coverage	100%	100%
Minimum Lot Coverage	None	- -
Maximum Height	125' / 85'	125' / 85'
Open Space	None	- -
Maximum Impervious Area	100%	100%
Pavement Setback	None	- -
Floor Area Ratio	None	- -
Off Street Parking Spaces	Yes	1,100
Loading Bays	1	1
Other 1	@ Fore St.	@ Fore St.
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):			

CARROLL ASSOCIATES

Neighborhood Meeting Certification

I**, Patrick J. Carroll**, hereby certify that a neighborhood meeting was held on **May 22, 2019 at 1 Portland Square** at **5:30 PM** for the proposed project located at **Portland Square Master Development Plan**.

I also certify that on **May 12, 2019** invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a subdivision within an industrial zone or industrial zone change.

2. Residents on the "interested parties" list.

Signed,

Patrick J. Carroll, Agent

June 11, 2019

Attached to this certification are:

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

217 Commercial Street, Suite 200 Portland, Maine 04101 v.207.772.1552 f.207.772.0712
www.carrolldesignassociates.com

CARROLL ASSOCIATES

Neighborhood Meeting Invitation

May 10, 2019

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for the **Portland Square Master Development Plan**, proposed for a 6.45 Acre site located at Spring, Union, Cotton, Cross, and Commercial Streets in Portland.

Meeting Location: 1 Portland Square, Café on lower level

Meeting Date: Wednesday, May 22, 2019

Meeting Time: 5:30 pm

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.)

If you have any questions, please call my office at 207-772-1552.

Signed,

CARROLL ASSOCIATES

Patrick J. Carroll,

Principal

Note:

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

CARROLL ASSOCIATES

PORTLAND SQUARE
MASTER DEVELOPMENT PLAN
NEIGHBORHOOD MEETING
05.22.2019

NAME	ADDRESS
Henry Conklin	269 Commercial St.
Mark Pilar	70 Center St.
Archie Giobbi	1 Danforth
Matilda Giobbi	
David Bois	Verrill Dana
Megan McDevitt	Woodard & Curran
Julie Larry	Greater Portland Landmarks
Harold Pachios	One City Center
Rob Caldwell	269 Commercial St
Matt Tonello	
Mike McDonald	
Steve Weatherhead	
Daniel Steele	52, 57, 68 Center St.
Jeff Tarbox	269 Commercial St. SB
Dan Jacques	
Pete Pachios	
Steve W. — Architect	
Pat L. — Architect	
Randy B. — Traf Eng.	

From:	Dan Jacques
To:	Adam Myers; ppachios@wfny.com; Sandra Maldonado; Anthony Gatti; Chris Pachios; Chris Flagg; Mary Smith; Mariah Monks; Mike McDonald
Cc:	Steve Weatherhead; Patrick Carroll; "Randy Dunton"; mmcdevitt@woodardcurran.com; Matt Tonello; Larry Osmer
Subject:	Neighborhood Meeting 5/22/19
Date:	Thursday, May 23, 2019 7:37:49 AM

Neighborhood Meeting 5/22/19
Master Development Plan

Guests

Henry Conklin
Mark Filler
Archie Giobbi
Matilda Giobbi
David Bois
Julie Larry
Harold Pachios
Rob Caldwell
Matt Tonello
Megan McDevitt
Randy Dunton
Daniel Steele
Jeff Tarbox

Presenters

Pat Carroll
Steve Weatherhead
Pete Pachios

Attendance/Notes/Logistics

Dan Jacques
Mike McDonald

Pete opened the meeting at 5:35pm, welcomes guests, gave a quick NR company bio & introduced Pat Carroll of the architectural team.

Pat explained the MDP application process, phased development & the approach is for thoughtful growth. Explained that NR also applies for an amendment to the existing PS parking plan, which will be covered in a separate meeting on Thursday 5/23 @ 5:30pm.

The presentation was in slide form in a PowerPoint format.

1. Context Map, Aerial view.
2. Neighborhood Context Map; explained B-3 zone location, Historical zone abutter & a

portion is also across the street from the WCZ.
3. MDP Site Plan; a long term layout. Explained garage, entrances & upper site, capacity. Explained lower site layout.
4. Pedestrian Circulation Diagram; sidewalks, strong pedestrian connection from Fore Street to Commercial Street by design. Traffic Study, recognized Randy.
5. Stormwater Treatment; recognized Megan.

Introduced Steve as the design architect; Powerpoint continued with the Architectural Goals.

1. View from Spring & Cotton Streets; reviewed blending, heights, use of setbacks, defining angles. Use of bricks & materials to blend with existing PS design as well as typical Old Port features. Upper buildings change & carefully blend to more modern materials with glass & metal phases on top of garage base.
2. Spring Street connection to PS.
3. Cotton & Fore Street view.
4. Center Street view.
5. Fore Street view; blend of mixed uses.
6. Plaza views; pedestrian activity.
7. Overhead views; all within zoning heights, stepping down. Interaction with surrounding buildings; setbacks & green roof characteristics.
8. Phasing Plan.

Pat & Randy explained the Traffic Management Plan, an MDOT process where the City has delegated review for approval.

1. Scoping Meeting to identify what & where Review is needed. Data collection followed by a Traffic Impact Study.
2. Explanation of Public Meeting Schedules at City Hall, everyone welcome to attend.

Questions from Guests

1. Parking for hotel?
2. Is Rivalries being demolished?
3. Service Drive location & use?
4. Width of gap(s) between hotel, garage, office building with neighboring Richardson Wharf (RW) Building?
5. Materials at interfaces with RW?
6. Elevations near RW?
7. Tomorrow's meeting agenda?
8. Parking Garage entrances?
9. Vehicle turning/backing for service drive use?
10. B-3 Zone interacting with the purpose of the Zone?
11. South of Brian Boru? Dirt lot?
12. Views from RW?
13. Comment about noise levels, particularly Brian Boru's.

14. Cotton Street connection(s)?
15. Hotel construction time schedule? Opening date?
16. What will the garage look like without buildings on top?
17. Traffic Study?
18. Will we recommend to City how traffic flow should be changed?
19. Comments about the need for some one way streets towards bridge & downtown, State recommended it many years ago & it has not been implemented to date.
20. What does the amendment do?
21. Comment that the RW building is very fragile; concern about damages & impact to it.

Meeting adjourned at 6:40; 3 of the RW condo owners stayed around to look at design & discuss impact for years to come on the building & the neighborhood. Left at 7:10pm.

Thanks, Dan

Dan Jacques
Waterfront Maine/North River Co.
14 Maine Street, Box 15
Brunswick, ME 04011
207-729-7970 (O)
207-522-4133 (M)

CARROLL ASSOCIATES

Att. 18

July 30, 2019

Mr. Matthew Grooms, Project Manager
City of Portland Planning Division
389 Congress Street, 4th Floor
Portland, ME 04101

RE: Portland Square, Master Development Plan Re-submission

Dear Matt,

On behalf of North River IV, LLC, we are pleased to submit updated design plans and additional information in support of the Portland Square MDP Process we have undertaken. Since our Submission and Workshop in May the Applicant and Design Team have been actively moving the project forward in the following ways:

- Approval of an Amendment to PS1-PS2 which defined parking ratios for the existing development and provides ability to create a viable parcel and interim plan for the Fathom Hotel to proceed.
- Approval of the Fathom Hotel Project by HP and the Planning Board.
- Review of the MDP Design Plans by HP at a recent workshop as required.
- Initiate the TMP Process with the City, with the expectation of a third Workshop to follow once the TMP Application is submitted and reviewed.
- Initiate a Traffic Demand Management Plan (TDM) to explore and define appropriate methods for encouraging a reduction in necessary traffic and parking generated by the project.
- Review of the MDP Design Plans with Planning Staff.
- Discussion with Maine DEP regarding the existing SLODA and their determination regarding Stormwater requirements for the project.
- Review and discussion with CMP and other public utilities regarding Ability to Serve and preliminary utility designs for providing utility services to the project.
- Review and revisions to the Site and Building Plans and Program based on Staff, Planning Board, HP, Owner and Contractor comments and recommendations.

The purpose of this resubmission is to continue communication with Staff and the Board and provide an update of proposed design/ program modifications since our last submission. The hope is to keep forward momentum on the design aspects of this project while the issues relating to Traffic and the TMP continue to be worked out with City Staff. The following items are intended to be uploaded to the e-Plan site today, which will hopefully allow enough time for a thorough review by Staff prior to our scheduled Workshop on August 13, 2019:

- Updated Master Site Plans, including Landscape and Site Utility/ Grading Plans.
- Updated Building Floor Plans and Sections illustrating the building layout and massing.
- Updated Building renderings and elevations.
- Cross Sections through all abutting streets illustrating existing and proposed right-of-way conditions.
- Memorandum from Woodard Curran regarding revised Stormwater approach based on DEP determination.
- Memorandum addressing the Planning Memorandum and Staff Comments from May 28, 2019.

As noted on the MDP Site Plan, the Development Program has been revised to reflect the corresponding building modifications. A summary of the current Program Uses is described below:

LOT/ PARCEL	OFFICE	RETAIL	RESIDENTIAL	HOTEL	PARKING
1A (1PS)	133,141 SF	1,700 SF	-	-	-
1B (2PS)	127,200 SF	11,500 SF	-	-	42
2 (UPPER)	182,501 SF	5,565 SF	24	-	1,000
3 (LOWER)	82,700 SF	29,649 SF	58	-	194
4 (HOTEL)	-	4,855 SF	-	135	-
TOTAL	**525,542 SF**	**53,269 SF**	**82**	**135**	**1,236**

We continue to welcome the opportunity to work closely with City Staff and Planning Board during its review and approval to ensure this project lives up to its incredible potential. We look forward to describing the project in greater detail at the Planning Board Workshop on August 13, 2019.

With Regards,
CARROLL ASSOCIATES

Patrick J. Carroll, Principal

CC: Peter Pachios, NR IV
Adam Meyers, NR IV
Dan Jacques, NR IV
Jim Brady, FC
Stephen Weatherhead, WSA
Barry Sheff, W&C

COMMITMENT & INTEGRITY
DRIVE RESULTS

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

MEMORANDUM

TO: Patrick Carroll, Carroll Associates Landscape Architects
FROM: Lauren Swett, PE & Amy LeBel, EIT
DATE: August 2, 2019
RE: Portland Square Master Development Plan – Stormwater Management - REVISED

Woodard & Curran has reviewed the stormwater requirements for the proposed Portland Square redevelopment projects based on City of Portland and Maine Department of Environmental Protection regulations. The proposed redevelopment will largely convert existing surface parking lot area to rooftop area, which will greatly improve water quality conditions. As design and permitting discussions have continued with the City and the Maine DEP, we have modified the stormwater approach to remove specific treatment measures that were originally shown on the plans.

PERMIT REQUIREMENTS

Woodard & Curran assessed the regulatory thresholds for permitting under MaineDEP Stormwater Law and MaineDEP Site Location of Development (Site Law) for the proposed redevelopment of Portland Square. The Portland Square property received a Site Location of Development Act Order (#L-013526-A-N) (SLOD) from the DEP in 1986. Since that time, a number of amendments have been made to that permit. The current project proposes to redevelop existing surface parking lots with a series of phases including a hotel, structured parking, retail space, residences, and offices. This change will require an amendment to the existing SLOD. Revisions to the SLOD will be addressed separately with the Level III Site Plan Applications submitted for each phase of development. The SLOD amendments will be reviewed by the City of Portland as part of their Delegated Review Authority.

The redevelopment project will abide by regulations of Maine DEP Chapter 500 Stormwater Management Rules as applicable to Site Law and City of Portland Technical Manual Section 5 including Basic, General and Flooding Standards. Due to the project location, it will not be required to comply with the Phosphorous and Urban Impaired Stream Standards. The following sections discuss stormwater management requirements for the Site relative to these Standards.

BASIC STANDARD (SOIL EROSION AND SEDIMENTATION CONTROL)

Site plans, details, and erosion and sediment control notes demonstrating compliance with the Basic Standard will be provided as part of future Site Plan Applications, when additional design detail will allow for the identification of the necessary controls.

GENERAL STANDARD (WATER QUALITY)

A land use and pollutant impact analysis was conducted to determine the stormwater treatment requirements for the proposed redevelopment project per Chapter 500.4.C.(2)(d)(i). The existing land use (high use parking lots, pollutant ranking 5) has a higher pollutant ranking than the proposed land use (flat asphalt rooftops, pollutant ranking 3). Therefore, the ranked impact change for the redevelopment project is less than 0.0. The following table, which is taken from MaineDEP Chapter 500, describes the treatment level requirements for redevelopment projects.

Table 1. Treatment Levels for Redevelopment Projects (Maine DEP Chapter 500)

Ranked Impact Change Due to Redevelopment	Percentage of Developed Area that Must be Treated
0.0 or less	0% (Stormwater projects) **50% (Site projects)**
≥ 0.0 to ≤ 1.0	60%
> 1.0 to ≤ 2.0	70%
> 2.0 to ≤ 3.0	80%
> 3.0	Same treatment level as for new development

Based on our analysis, and the project's location on a site with an existing Site Location of Development Act Permit, per the regulations, 50% treatment of the developed area would be required. Evaluating the same site without taking into consideration Site Law, stormwater treatment would not be required per Maine DEP and City of Portland Stormwater regulations. Based on discussions with the Maine DEP, it has been determined that it is appropriate for this project to not provide stormwater treatment, as the proposed redevelopment work will result in a significant improvement to the site.

The DEP Bureau of Land Resources Land Division recently assessed the proposed proprietary stormwater management system for the Center Street Hotel project site (Portland Square Phase 1). A SLOD Amendment Application for Phase 1 was submitted to the DEP as part of the Level III Site Plan application process. The DEP determined that stormwater treatment is not required for the Center Street Hotel site due to the change in land use from surface parking to building roof, which will significantly reduce pollutant export from the site. Additionally, the DEP recognized that the hotel site is part of the Portland Square Master Development Plan, which proposes replacement of over 7 acres of high-use surface parking with building roof and green roof. The DEP noted that "the net reduction in pollutant export from this redevelopment will be much greater than what is required by the Chapter 500 redevelopment standard." Therefore, the Portland Square redevelopment meets the intent of the General Standard through the change in land use. The email containing DEP's conclusions regarding stormwater treatment at Portland Square is attached for your reference.

FLOODING STANDARD (WATER QUANTITY)

The project will be required to ensure that stormwater runoff quantity is not increased in the 2-, 10-, and 25-year storm events, as required for a project receiving an amendment to an existing SLOD. Based on the existing highly impervious condition of the site, it is not anticipated that stormwater storage will be required to meet the Flooding Standard.

The design must also consider that stormwater from the site may not overwhelm the City's existing stormwater and sewer infrastructure. The existing stormwater from the project area currently discharges to different City combined sewer and storm drain lines located in Center Street, Cotton Street, and Union Street. We anticipate that some of the storm drain connection locations will change. With these changes, there may be opportunities to connect to separated storm drain systems where current connections are to combined sewer systems. At each phase of the project, the design team will coordinate with the City of Portland to confirm location and capacity of stormwater connection locations, and a stormwater evaluation will be completed to confirm that the development will not result in increased flow.

SUMMARY

The proposed redevelopment project will primarily replace existing surface parking areas with building roof, including some areas of green roof. This change in land use meets the intent of the general standard as shown in the attached email from DEP. No significant increases in impervious area are anticipated due to the highly impervious existing condition; thus, the proposed project meets the intent of the flooding standard. Therefore, no additional stormwater treatment or storage systems are proposed. The enclosed stormwater plan shows the approximate locations of the project's connections to the existing City of Portland storm drain systems.

Amy LeBel

From: Lauren Swett
Sent: Thursday, August 1, 2019 10:56 AM
To: Amy LeBel
Subject: FW: Center Street Hotel Stormwater

From: Dennis, Jeff <Jeff.Dennis@maine.gov>
Sent: Tuesday, July 9, 2019 11:59 AM
To: Michael Guethle <michael.guethle@wright-pierce.com>
Cc: Lauren Swett <lswett@woodardcurran.com>; Matthew Grooms <mgrooms@portlandmaine.gov>; Stebbins, Mark N <Mark.N.Stebbins@maine.gov>; Strause, Aubrey <Aubrey.Strause@maine.gov>; Witherill, Donald T <Donald.T.Witherill@maine.gov>; Sirois, Alison <Alison.Sirois@maine.gov>; Waddell, David A <David.A.Waddell@maine.gov>
Subject: RE: Center Street Hotel Stormwater

Mike,

It turns out that the Kraken filter system has been evaluated by a consultant and a report on that evaluation will soon be sent to Washington State Department of Ecology for a General Use Level Designation (GULD) approval under the state's Technology Assessment Program (TAPE) program. I was able to get access to the summary and individual storm data on which the report is based. While the summary data suggests that the Kraken would provide the necessary level of pollutant removal for us to approve the system under the Innovative Measures provision in Chapter 500, review of the individual storm data revealed a problem with the sampling methodology that makes it impossible for us to assess the validity of the evaluation's conclusions. We will be looking into this further but at this point are not able to approve the Kraken device as an innovative measure. If you would like more detail on this, I would be glad to discuss it with you.

I discussed the situation yesterday with Mark Stebbins, Director of the Land Division in DEP's Bureau of Land Resources. While the language in the Redevelopment section of Chapter 500 (Section C.2.d) would require the Center Street Hotel project to provide treatment for 50% of the stormwater runoff from the site because the project is part of the Portland Square Master Development Plan and thus requires Site Location of Development approval, we agree that it is not appropriate to require treatment of runoff at the hotel site for the following reasons:

1. Development of the hotel site will replace nearly 2 acres of very high use parking with a roof. Only 15% of this site will be non-roof land use. The result of this, using phosphorus export coefficients in Volume II of the Maine Stormwater Management Manual, is a greater than 60% reduction in export from the site for phosphorus, and likely a similar reduction for other pollutants. This change of land use by itself will reduce export of pollutants from the site by more than twice as much as would treating 50% of the runoff from the existing parking lot. Additional pollutant removal will likely be accomplished by the green roof that will cover a portion of the hotel structure.

2. The hotel project is part of the much larger Portland Square Master Development Plan, which, when completed, will result in well over 7 acres of very high use parking being replaced by roofed structured parking and roofed retail and residential businesses. There will be no parking exposed to precipitation and the drains within the roofed structured parking will drain to the sanitary sewer and the treatment plant. Much of the roof associated with these structures will also be green roof. The net reduction in pollutant export from this redevelopment will be much greater than what is required by the Ch 500 redevelopment standard. Though it is not given credit as an innovative measure, replacement of high use parking with a roofed structure is a much more effective

pollutant reduction BMP than the approved General Standard BMPs. We will be looking into approving roofed parking as an innovative measure for new development, not just redevelopment.

3. The stormwater from the hotel site will discharge indirectly to the Commercial Street combined sewer. As such, most of this runoff will be treated in the PWD wastewater treatment plant before being discharged to the Fore River. The long term plan for abatement of CSOs from this combined sewer is to add storage to the system so that stormwater from the area will continue to be sent to the treatment plan, rather than separating the sewer and discharging the stormwater directly to the Fore River. Therefore, it is likely that stormwater from this area will continue to receive secondary treatment at the treatment plant for the long term.

If you have any questions, give me a call or send an email.

Jeff

Jeff Dennis, Biologist

Watershed Management Unit
Division of Environmental Assessment

Maine Department of Environmental Protection
State House Station #17
28 Tyson Drive, Augusta, ME 04333

Phone: 207-215-6376
Fax: 207-287-7826
jeff.dennis@maine.gov

From: Michael Guethle [mailto:michael.guethle@wright-pierce.com]
Sent: Wednesday, July 03, 2019 9:20 AM
To: Matthew Grooms <mgrooms@portlandmaine.gov>; Lauren Swett <lswett@woodardcurran.com>
Cc: Dennis, Jeff <Jeff.Dennis@maine.gov>
Subject: RE: Center Street Hotel Stormwater

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Good morning,

As far as Wright-Pierce is concerned, we are effectively needing MaineDEP agreement on the treatment method, as the City's regulations defer to MaineDEP-approved devices, and in turn their acceptance new treatment measures. Our initial comments suggested condition of approval was based on obtaining monitoring data to suit these needs; per Lauren's explanation below we agree that further discussions have indicated monitoring will not likely be beneficial for this site.

I am open to removing my suggested condition of approval regarding monitoring, and instead including a condition that "stormwater treatment using the Kraken will be dependent on MaineDEP's additional review of the Kraken manufacturer's test data for the project site". If needed, I can modify my formal review comments to incorporate this change.

Lauren and I briefly discussed other available BMPs on the phone earlier this week, and I will let her follow up on the design constraints regarding the Kraken system as opposed to others.

Thank you all,

-Mike

Michael A. Guethle, PE
Wright-Pierce | Project Engineer
Direct 207.319.1512 | **Office** 207.761.2991

From: Matthew Grooms <mgrooms@portlandmaine.gov>
Sent: Wednesday, July 3, 2019 8:06 AM
To: Lauren Swett <lswett@woodardcurran.com>
Cc: Michael Guethle <michael.guethle@wright-pierce.com>; Jeff.Dennis@maine.gov
Subject: Re: Center Street Hotel Stormwater

Hi Lauren,

I am okay with the condition, though I am curious if DEP has accepted other proprietary systems suitable for small infill sites, that could serve as a backup to the Kraken if it is not accepted? Our view is that treatment, even for roof area, is preferable to no treatment, and if we do hear on Tuesday that the Kraken is not acceptable, then I would be prepared to answer questions on whether or not there are alternatives.

I will work on the draft condition language this morning, and will try to circulate with enough time for your feedback.

Thanks,

Matt

On Tue, Jul 2, 2019 at 5:39 PM Lauren Swett <lswett@woodardcurran.com> wrote:

> Hi Mike and Matt,
>
> I have been having some discussions with Jeff Dennis on the approach on stormwater management at the Center Street Hotel. Mike you had included a potential condition in your comments, and I want to propose tweaking that some.
>
> We have been approaching stormwater with the Kraken system proposed to be an "Innovative Treatment Measure", that isn't yet an approved BMP, but could be used with some added conditions of treatment monitoring associated with it. There was some misunderstanding at the DEP on how the innovative treatment system process is supposed to work, but I think as of this week, we have a handle on it, and I've had a variety of discussions with Jeff Dennis who has the authority over these applications. A few things:
>
> - The Kraken is proposed for treatment of roof runoff, which is generally a lot cleaner than parking lot runoff. While this is good, it means that monitoring of the system won't give much useful data because the starting point before it goes through the treatment system is pretty clean.
> - The Kraken manufacturer has done a number of tests themselves (in more useful scenarios), and they are working on getting that data to Jeff Dennis, possibly tomorrow, but more likely by the end of the week, and Jeff won't have a chance to review until next week.
> - In the case that the Kraken is not acceptable (which I'm guessing won't be the case!) Jeff also has some justification information on not providing any treatment at all, with the replacement of parking lot with roof

providing adequate improvement. This is something that would need more discussion, and we're only going to approach that if the Kraken isn't going to work (again, I'm pretty confident it will be OK).

Mike's original condition I believe referred to continuing to work with the DEP to determine appropriate monitoring requirements. Could we instead have a condition that stormwater treatment using the Kraken will be dependent on the final review of the Kraken manufacturer's test data? And, if the Kraken is found to not meet the DEP's standards for innovative treatment measures, we will work with the DEP to appropriately address stormwater treatment on the site. Mike, let me know what you think of that, relative to your review, and Matt, let me know if you think that makes sense. And Jeff, please weigh in to make sure this sounds appropriate to you. If the data comes in before next Tuesday's public hearing, and Jeff looks at it and is comfortable with it relative to our project, we could just make the condition go away Tuesday night at the meeting.

Thanks everyone for working with us on this! We want to ultimately do the right thing here, and it seems like the different paths we're considering will all result in improvement.

Lauren

Lauren Swett, P.E.*

Technical Manager

Woodard & Curran

41 Hutchins Drive

Portland, Maine 04102

Phone: (207)558-3763 (direct)

(207)219-3591 (cell)

(800)426-4262 (office)

Email: lswett@woodardcurran.com

*Licensed in Maine and Wisconsin

Commitment & Integrity Drive Results

www.woodardcurran.com

M.ASCE

Chair, Leader Training Committee

American Society of Civil Engineers

http://regions.asce.org/leader-training-committee/

--
Matthew Grooms, AICP
Senior Planner
Planning Division
City Hall, 389 Congress Street, 4th Floor
Portland, Maine 04101
(207) 874-8725 (T)
(207) 756-8258 (F)
mgrooms@portlandmaine.gov

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

PC1

Google Groups

Public Comment on Plan Number PL-000599-2019 1 Portland Square

Elizabeth Parsons <ecparsons33@hotmail.com> May 2, 2019 10:14 AM

Posted in group: **Planning Board**

As a West Ender and climate activist who's recently been told by DPW staff about how storm water runoff from this part of town is causing manhole covers on Commercial Street to blow and who follows the work of GMRI regarding sea level rise, I am mystified as to why city officials continue to approve large construction projects of this sort in this part of town. Perhaps there's information to which I am not privy, but from my vantage point it seems that short term interests are being valued over long term ones.

Elizabeth Parsons

44 Winter Street

Portland

Portland Maine Yes. Google's good here.

Matthew Grooms <mgrooms@portlandmaine.gov>

one Portland square master plan

Lauren Reiter <laurenjreiter@yahoo.com> Sun, May 5, 2019 at 7:31 PM
Reply-To: Lauren Reiter <laurenjreiter@yahoo.com>
To: "mgrooms@portlandmaine.gov" <mgrooms@portlandmaine.gov>
Cc: Jeff Levine <jlevine@portlandmaine.gov>, Deb Andrews <dga@portlandmaine.gov>, Caitlin Cameron <ccameron@portlandmaine.gov>

Dear Mr. Grooms, as a Portland architect and near neighbor to the proposed development of One Portland Square, I support the development of these lots and the introduction of structured parking in lieu of all the on-grade parking. And I am also pleased to see that a fair amount of green roof is proposed.

However, I think the master plan's landscaping at the perimeters of the development is disappointingly sparse and unimaginative. It appears that the zoning-dictated-minimum of street trees is what is planned, and nothing more. These megalithic blocks, particularly along Spring and Center Streets, would do well to have some intervening landscaped areas that give a nod to the pedestrians moving around ad through the area, and would provide much needed cooling, shade and stormwater mitigation.

I do hope that the plan as it currently exists will be further refined to provide a far more sensitive street life that includes vegetation, and perhaps even some amount of public art.

sincerely,
Lauren Reiter

Reiter Architecture & Design
Lauren J. Reiter, RA, LEED AP
laurenjreiter@yahoo.com
tel. 917.502.2225
6 South St., Portland, ME 04101
www.facebook.com/reiterarchitecture

PC3

Google Groups

1 Portland Square PL-000606-2019

Julie Larry <jlarry@portlandlandmarks.org> May 28, 2019 3:42 PM
Posted in group: **Planning Board**

Members of the Planning Board,

The Portland Square buildout is an important project for the city and Greater Portland Landmarks is pleased that the applicant and their team have considered their project's impact on the adjacent historic districts and the Tracey-Causer Building, a local historic landmark. They have utilized various design options, stepping down in height and breaking down the mass of the development, near the Tracey-Causer building and the historic Richardson Block on Commercial Street. In addition, the proposed residential and retail uses proposed near the Tracey-Causer building will help to make the development sympathetic to the historic resource through similar fenestration patterns, material use, and scale.

We understand that there will be a preliminary workshop with the Historic Preservation Board in June. We look forward to understanding more about the project as it develops, including understanding how the temporary condition of the proposed garage on the upper lot would appear without the office towers proposed in the applicant's phased approach. In the meantime, we are pleased to support the master development plan project as we believe the massing and uses seem to be sympathetic to the surrounding historic resources.

Thank you for considering our comments in your workshop this evening.

Julie Larry

Director of Advocacy

Greater Portland Landmarks

93 High Street

Portland, ME 04101

207-774-5561 ext. 102

Greater Portland Landmarks

Historic character enriches our lives

Google Groups

One Portland Square

Markos Miller <markossmiller@hotmail.com> May 28, 2019 6:11 PM
Posted in group: **Planning Board**

Chair Dundon and Members of the Planning Board,

I was hoping to attend this evening's review of the proposed development at One Portland Square, but at the last minute I am unable to attend. I offer these comments.

1. The hotel proposed for the lower lot respects its context. The request for parking relief aligns with local goals of reducing auto-dependency and should be granted.
2. The larger building proposed for the upper lot provides an excessive amount of parking. Contrary to Portland goals, this excessive parking will attract excessive traffic, which will bring congestion and increased wear to local streets, increasing future maintenance costs and demands to further widen streets. This excessive traffic will also contribute to environmental hazards including air and water quality, and climate change.
3. The excessive parking provided does not align with the intention to provide a Traffic Demand Management regimen. Either you manage the demand or you don't. You can not do both.
4. The project exposes 3 levels of parking directly onto Spring Street. The City of Portland has a vision to create a dynamic, active streetscape on Spring St. To achieve this new construction must provide active engagement of the street with active entrances windows, and other place making features. Parking, if provided, should be wrapped with active uses, buried at least 60' into the building.
5. Portland's Spring Street streetscape plan https://www.portlandmaine.gov/DocumentCenter/View/2202/Spring-Street---Free-Street-Area-Streetscape-Plan?bidId= calls for the narrowing of Spring Street at this location. When JB Brown purchased the parking lot on the north side of Spring St. a few years ago and this issue was raised. City staff said at that time that the narrowing of the street would be more appropriate on the south side of the street. We are now at that point. The narrowing of Spring Street must be addressed in the context of this project, with the developer playing a role in achieving this City goal.
6. The reconnection of Cotton St. is another important feature of the Spring St. plan and should not be discarded.

Thank you for your service,

Markos Miller

Markos Miller
17 Atlantic St
Portland, ME
04101
(207) 807-2681

Plan References:

1. ALTA/ACSM LAND TITLE SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, TWO PORTLAND SQUARE, CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, BY STEVENS, MORTON, ROSE & THOMPSON DATED DEC. 11, 1989, REVISED THROUGH DEC. 11, 1992.
2. SURVEY FOR ATBRO CORP. DATED JULY 1981 BY H.I. & E.C. JORDAN.
3. LAND TITLE SURVEY FOR NORTHLAND REALTY DATED NOV. 26, 1985 BY H.I. & E.C. JORDAN.
4. "CROSS STREET EASEMENT PLAN" DATED JAN. 3, 1986 BY HUNTER– BALLEW ASSOCIATES ON FILE WITH THE CITY OF PORTLAND DEPT. OF PLANNING AND URBAN DEVELOPMENT.
5. STANDARD BOUNDARY SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, NORTHLAND REALTY CORP. DATED OCT. 26, 1987 BY STEVENS, MORTON, ROSE & THOMPSON, INC. RECORDED IN C.C.R.D. IN PLAN BOOK 182, PAGE 29.
6. LAND TITLE SURVEY ON FORE STREET, PORTLAND, MAINE MADE FOR TWO PORTLAND SQUARE LIMITED PARTNERSHIP DATED FEB. 21, 1996 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 196, PAGE 60.
7. ALTA/ACSM LAND TITLE SURVEY OF ONE PORTLAND SQUARE DATED MAY 16, 1996 BY LEWIS & WASINA, INC. UPDATED TO JUNE 24, 1996 IN PLAN BOOK 196, PAGE 221.
8. PLAN MADE FOR MGI ONE PORTLAND SQUARE, INC. BY H.I. & E.C. JORDAN DATED NOV. 15, 1989 REVISED TO JUNE 26, 1996 IN PLAN BOOK 196, PAGE 86 AND 219.
9. LAND TITLE SURVEY FOR MGI TWO PORTLAND SQUARE, INC., FORE STREET, PORTLAND, MAINE, JUNE 25, 1996 BY OWEN HASKELL, INC. IN PLAN BOOK 196, PAGE 220.
10. PLATS AND PLANS OF A BUSINESS CONDOMINIUM OCTOBER 29, 1987 PLAN BOOK 166, PAGE 44.
11. PLAN OF PROPERTY IN PORTLAND MAINE MADE FOR PORTLAND SQUARE LIMITED PARTNERSHIP DATED NOV. 15, 1989 BY H.I. AND E.C. JORDAN.
12. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR MGI, ONE PORTLAND SQUARE DATED APRIL 14, 1999 BY OWEN HASKELL, INC.
13. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR TIMOTHY O'NEIL DATED APRIL 14, 1999 REV. 7 3/23/04 BY OWEN HASKELL, INC.
14. ALTA/ACSM LAND TITLE SURVEY, BCIA PROJECT, ONE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, SHEETS 1 AND 2, DATED SEPT. 30, 2005 LAST REVISED FEB. 7, 2006 AND MARCH 3, 2006 BY OWEN HASKELL, INC.
15. ALTA/ACSM LAND TITLE SURVEY, oNE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, MADE FOR NORTH RIVER IV LLC FEBRUARY 12, 2015 BY OWEN HASKELL, INC.

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 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

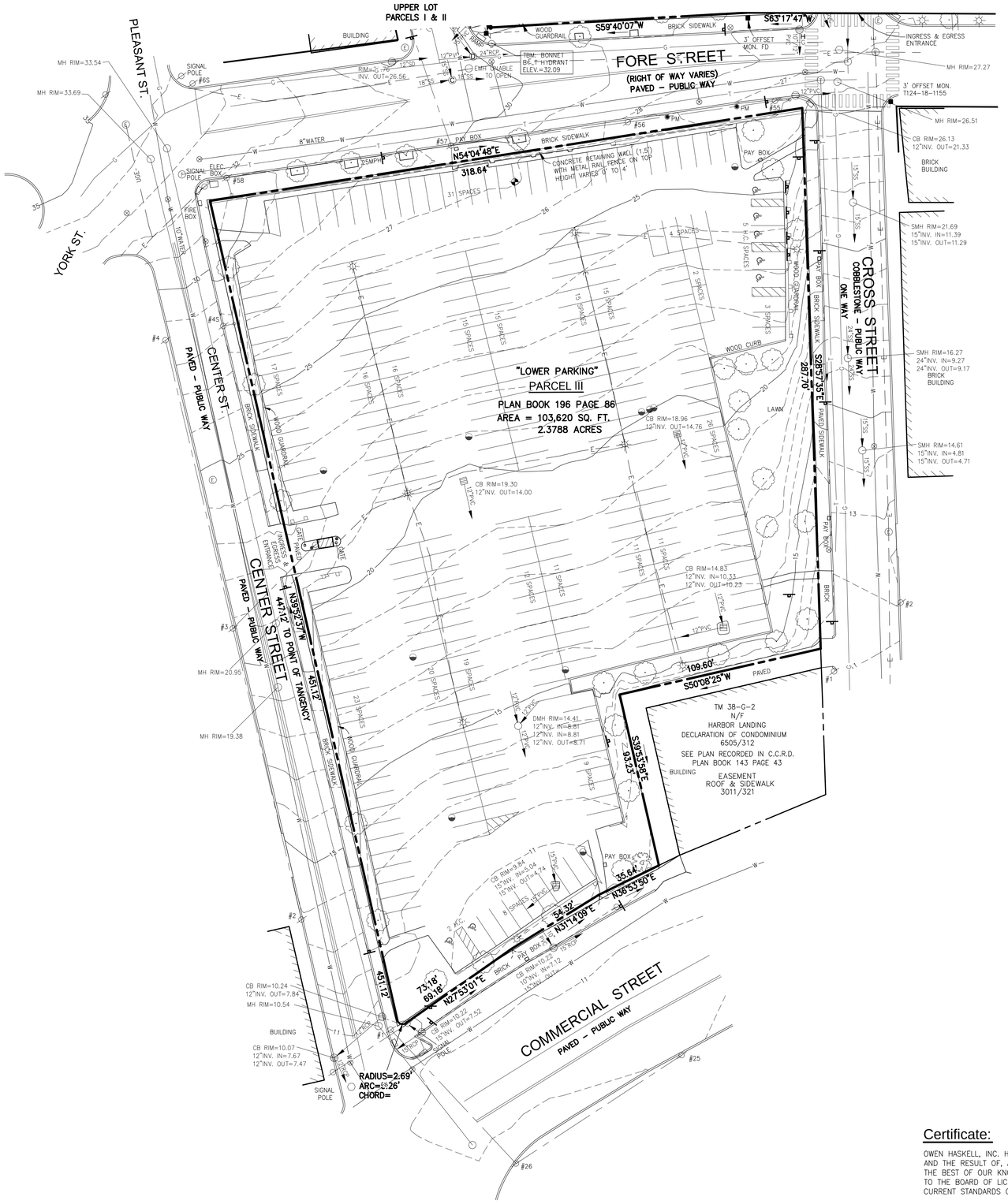
Notes:

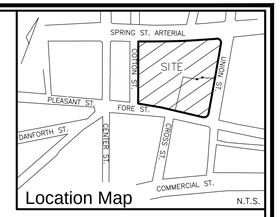
1. OWNER OF RECORD: NORTH RIVER IV LLC, 224 12TH AVENUE, NEW YORK, NY 10001 C.C.R.D. BOOK 32163 PAGE 33

2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM MAINE WEST NAD83. CITY POINT T124–18–1143 N:299542.1747 E:2928944.1068 AND T124–18–1155 N:299607.6956 E:2929152.2276 HELD.

3. ELEVATIONS ARE BASED ON CITY DATUM.

3. THE LOCUS IS SHOWN AS LOT 1, 3, 5 BLOCK G ON THE CITY OF PORTLAND ASSESSORS MAP 38.





Legend:

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- WATER VALVE
- HYDRANT
- VALVE
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- BORING
- DEDICUOUS TREE
- CONIFEROUS TREE
- CURB
- SS — SANITARY SEWER
- SD — STORM DRAIN
- SL — SECURITY LINE
- E — UNDERGROUND ELECTRIC
- PT — PNEUMATIC TUBE
- W — WATER LINE
- T — TELEPHONE LINE
- C — COMMUNICATION CABLE
- 25 — 1' CONTOUR
- N/F — NOW OR FORMERLY
- 000/000 — DEED BOOK/PAGE
- CONC. — CONCRETE

Certificate:

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

DATE

JOHN W. SWAN, PLS NO. 1038

BOUNDARY AND TOPOGRAPHIC SURVEY

LOWER PARKING LOT

FORE STREET, CROSS STREET, COMMERCIAL STREET & CENTER STREET, PORTLAND, MAINE

MADE FOR

CARROLL ASSOCIATES

217 COMMERCIAL STREET, PORTLAND, MAINE

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

Drawn By RS	Date	Job No.
Trace By JLW	DECEMBER 5, 2016	2016–129 P
Check By JWS	Scale	Drwg. No.
Book No. FILE	1" = 30'	2

Plan References:

1. ALTA/ACSM LAND TITLE SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, TWO PORTLAND SQUARE, CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, BY STEVENS, MORTON, ROSE & THOMPSON DATED DEC. 11, 1989, REVISED THROUGH DEC. 11, 1992.
2. SURVEY FOR ATBRO CORP. DATED JULY 1981 BY H.I. & E.C. JORDAN.
3. LAND TITLE SURVEY FOR NORTHLAND REALTY DATED NOV. 26, 1985 BY H.I. & E.C. JORDAN.
4. "CROSS STREET EASEMENT PLAN" DATED JAN. 3, 1986 BY HUNTER– BALLEW ASSOCIATES ON FILE WITH THE CITY OF PORTLAND DEPT. OF PLANNING AND URBAN DEVELOPMENT.
5. STANDARD BOUNDARY SURVEY FOR PORTLAND SQUARE LIMITED PARTNERSHIP, NORTHLAND REALTY CORP. DATED OCT. 26, 1987 BY STEVENS, MORTON, ROSE & THOMPSON, INC. RECORDED IN C.C.R.D. IN PLAN BOOK 182, PAGE 29.
6. LAND TITLE SURVEY ON FORE STREET, PORTLAND, MAINE MADE FOR TWO PORTLAND SQUARE LIMITED PARTNERSHIP DATED FEB. 21, 1996 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 196, PAGE 60.
7. ALTA/ACSM LAND TITLE SURVEY OF ONE PORTLAND SQUARE DATED MAY 16, 1996 BY LEWIS & WASINA, INC. UPDATED TO JUNE 24, 1996 IN PLAN BOOK 196, PAGE 221.
8. PLAN MADE FOR MGI ONE PORTLAND SQUARE, INC. BY H.I. & E.C. JORDAN DATED NOV. 15, 1989 REVISED TO JUNE 26, 1996 IN PLAN BOOK 196, PAGE 86 AND 219.
9. LAND TITLE SURVEY FOR MGI TWO PORTLAND SQUARE, INC., FORE STREET, PORTLAND, MAINE, JUNE 25, 1996 BY OWEN HASKELL, INC. IN PLAN BOOK 196, PAGE 220.
10. PLATS AND PLANS OF A BUSINESS CONDOMINIUM OCTOBER 29, 1987 PLAN BOOK 166, PAGE 44.
11. PLAN OF PROPERTY IN PORTLAND MAINE MADE FOR PORTLAND SQUARE LIMITED PARTNERSHIP DATED NOV. 15, 1989 BY H.I. AND E.C. JORDAN.
12. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR MGI, ONE PORTLAND SQUARE DATED APRIL 14, 1999 BY OWEN HASKELL, INC.
13. ALTA/ACSM LAND TITLE SURVEY ON FORE STREET PORTLAND, MAINE MADE FOR TIMOTHY O'NEIL DATED APRIL 14, 1999 REV. 7 3/23/04 BY OWEN HASKELL, INC.
14. ALTA/ACSM LAND TITLE SURVEY, BCIA PROJECT, ONE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, SHEETS 1 AND 2, DATED SEPT. 30, 2005 LAST REVISED FEB. 7, 2006 AND MARCH 3, 2006 BY OWEN HASKELL, INC.
15. ALTA/ACSM LAND TITLE SURVEY, oNE PORTLAND SQUARE, TWO PORTLAND SQUARE AND PORTLAND SQUARE PARKING, PORTLAND, MAINE, MADE FOR NORTH RIVER IV LLC FEBRUARY 12, 2015 BY OWEN HASKELL, INC.

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 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

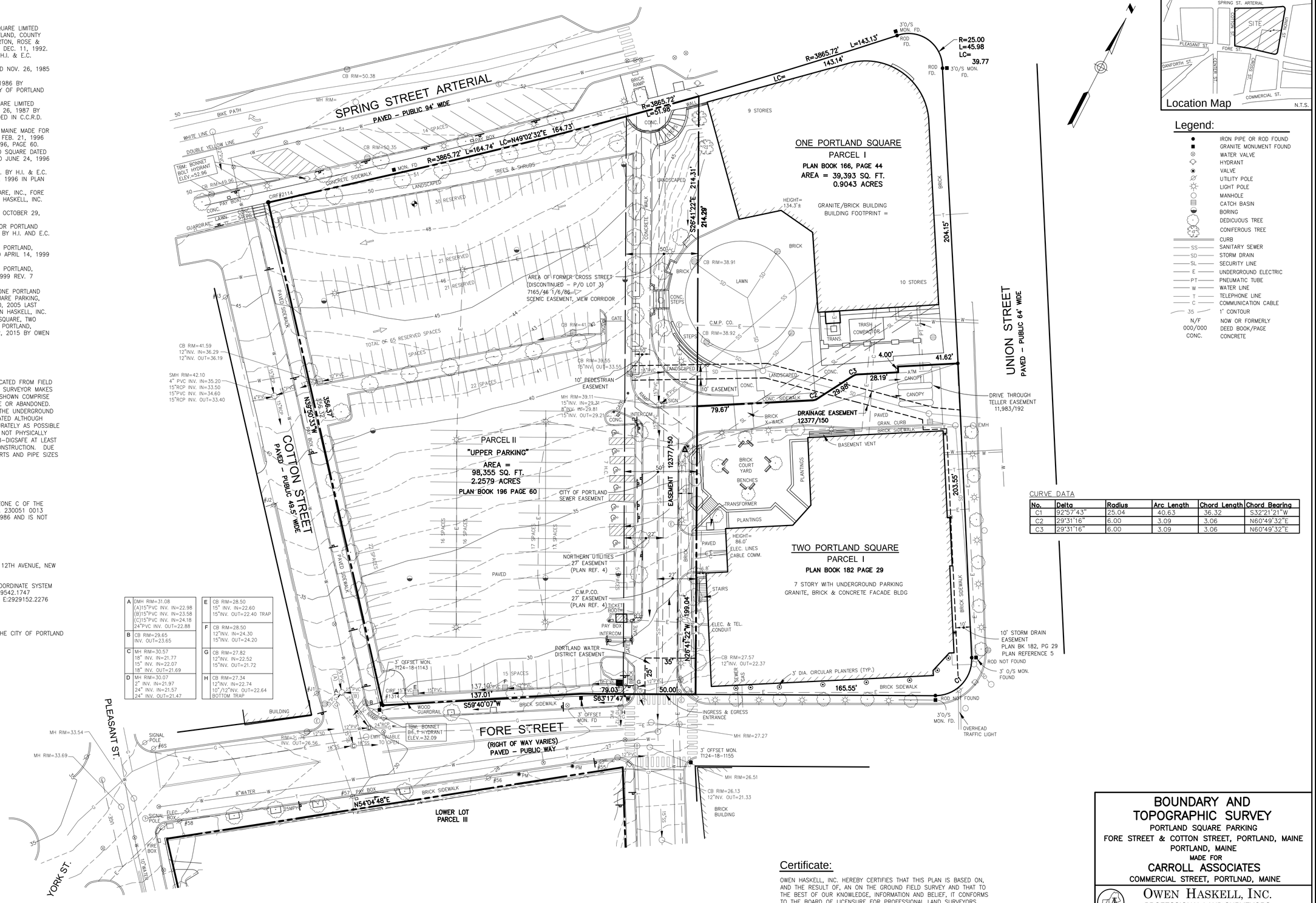
Notes:

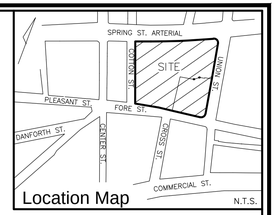
1. OWNER OF RECORD: NORTH RIVER IV LLC, 224 12TH AVENUE, NEW YORK, NY 10001 C.C.R.D. BOOK 32163 PAGE 33

2. BEARINGS ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM MAINE WEST NAD83. CITY POINT T124–18–1143 N:299542.1747 E:2928944.1068 AND T124–18–1155 N:299607.6956 E:2929152.2276 HELD.

3. ELEVATIONS ARE BASED ON CITY DATUM.

4. THE LOCUS IS SHOWN AS LOT 3 BLOCK B ON THE CITY OF PORTLAND ASSESSORS MAP 38.





Legend:

- IRON PIPE OR ROD FOUND
- GRANITE MONUMENT FOUND
- WATER VALVE
- HYDRANT
- VALVE
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- BORING
- DEDICUOUS TREE
- CONIFEROUS TREE
- CURB
- SS — SANITARY SEWER
- SD — STORM DRAIN
- SL — SECURITY LINE
- E — UNDERGROUND ELECTRIC
- PT — PNEUMATIC TUBE
- W — WATER LINE
- T — TELEPHONE LINE
- C — COMMUNICATION CABLE
- 35 — 1' CONTOUR
- N/F — NOW OR FORMERLY
- 000/000 — DEED BOOK/PAGE
- CONC. — CONCRETE

CURVE DATA

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	92°57'43"	25.04	40.63	36.32	S32°21'21"W
C2	29°31'16"	6.00	3.09	3.06	N60°49'32"E
C3	29°31'16"	6.00	3.09	3.06	N60°49'32"E

A	DMH RIM=31.08 (A)15"PVC INV. IN=22.98 (B)15"PVC INV. IN=23.58 (C)15"PVC INV. IN=24.18 24"PVC INV. OUT=22.88	
B	CB RIM=29.65 INV. OUT=23.65	
C	MH RIM=30.57 18" INV. IN=21.77 15" INV. IN=22.07 18" INV. OUT=21.69	
D	MH RIM=30.07 2" INV. IN=21.97 24" INV. IN=21.57 24" INV. OUT=21.47	
E	CB RIM=28.50 15" INV. IN=22.60 15"INV. OUT=22.40 TRAP	
F	CB RIM=28.50 12"INV. IN=24.30 15"INV. OUT=24.20	
G	CB RIM=27.82 12"INV. IN=22.52 15"INV. OUT=21.72	
H	CB RIM=27.34 12"INV. IN=22.74 10"/12"INV. OUT=22.64 BOTTOM TRAP	

Certificate:

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

DATE

JOHN W. SWAN, PLS NO. 1038

BOUNDARY AND TOPOGRAPHIC SURVEY

PORTLAND SQUARE PARKING
FORE STREET & COTTON STREET, PORTLAND, MAINE
PORTLAND, MAINE
MADE FOR
CARROLL ASSOCIATES
COMMERCIAL STREET, PORTLNAD, MAINE

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

Drawn By RS	Date	Job No.
Trace By JLW	DECEMBER 5, 2016	2016–129 P
Check By JWS	Scale	Drwg. No.
Book No. FILE	1" = 30'	1

BUILDING USE SUMMARY

BLDG / LOT	OFFICE	RETAIL	RESIDENTIAL	HOTEL	PARKING
1A (1 PORT SQ.)	133,141 SF	1,700 SF			
1B (2 PORT SQ.)	127,200 SF	11,150 SF			42 SPACES
LOT 2	182,501 SF	5,565 SF	24 UNITS		1000 SPACES
LOT 3	82,700 SF	29,649 SF	58 UNITS		194 SPACES
LOT 4		4,855 SF		135 ROOMS	
TOTAL	525,542 SF	52,919 SF	82 UNITS	135 ROOMS	1,236 SPACES

LOT CONFIGURATION & DENSITY

OVERALL LOT AREA	280,886 SF	6.45 AC
LOT 1a	39,393 SF	0.90 AC
LOT 1b	39,520 SF	0.90 AC
LOT 2	98,353 SF	2.26 AC
LOT 3	79,829 SF	1.83 AC
LOT 4	23,791 SF	0.55 AC

LEGEND (PROPOSED IMPROVEMENTS)

- PROPERTY LINE
- PROPOSED BUILDINGS "PORTLAND SQUARE"
- EXISTING BUILDING "PORTLAND SQUARE"
- PROPOSED BUILDING "CENTER STREET BOUTIQUE HOTEL"
- BRICK PAVING
- CONCRETE PAVING
- BITUMINOUS CONCRETE PAVING
- SPECIAL PAVING
- GREEN ROOF
- PROPOSED TREE
- TREE GRATE
- TREE PLANTER (RAISED)
- VERTICAL GRANITE CURB
- TRANSITION OR FLUSH CURB
- CROSS WALK
- ADA CURB RAMP

SCALE in FEET
1"=40'

Portland Square

Master Development Plan

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

WOODARD & CURRAN
41 Hutchins Dr.
Portland, ME 04101
207.558.3785
www.woodardcurran.com

HALEY & ALDRICH, INC.
75 Washington Ave, Suite 1A
Portland, ME 04101
207.482.4609
www.haleyaldrich.com

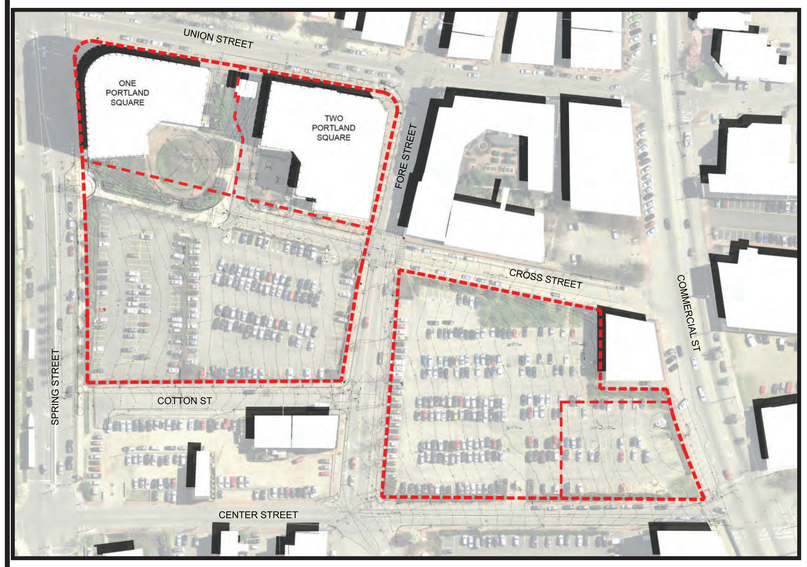
GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

Revisions		
1	4.5.19	MDP SUBMISSION TO CITY
2	7.30.19	REV. MDP SUBMISSION TO CITY

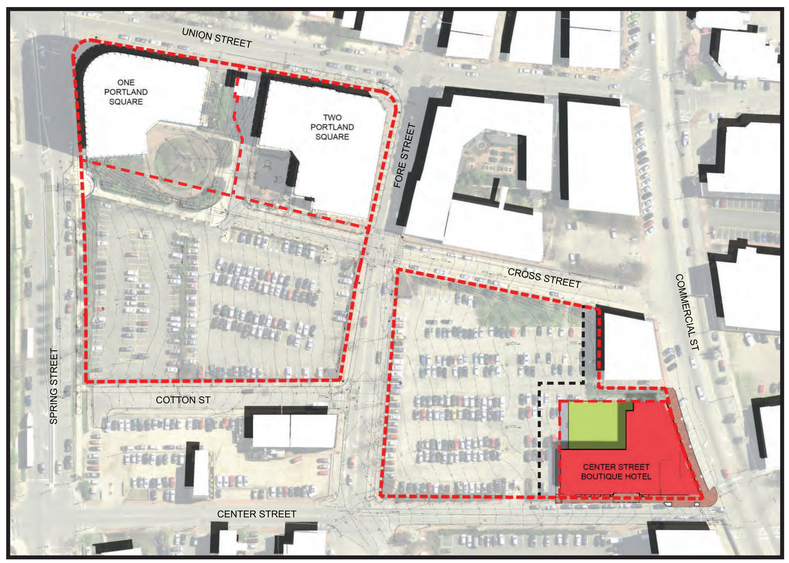
Drawing Title:	Scale: 1"=40'-0"

SITE PLAN

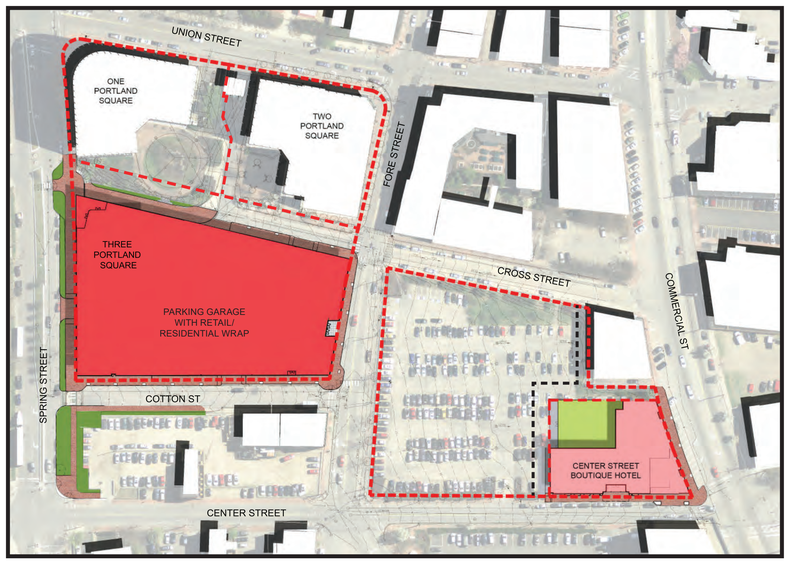
Date:	JULY 30, 2019
Phase:	Permitting



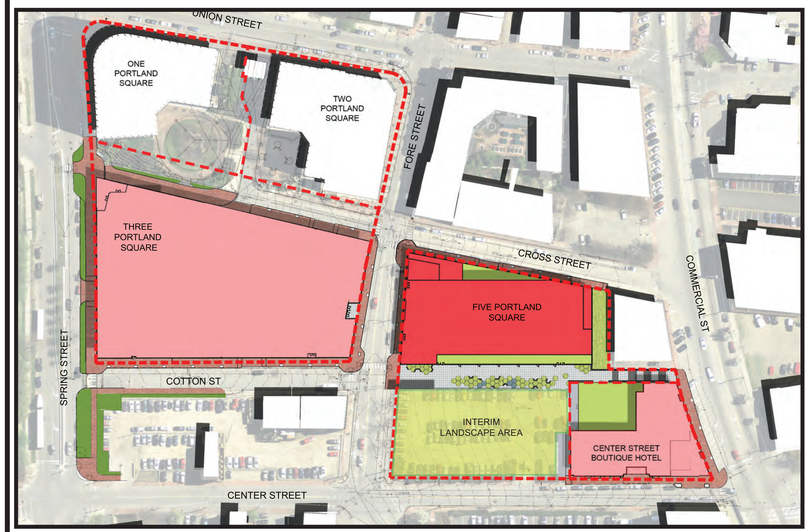
EXISTING CONDITIONS



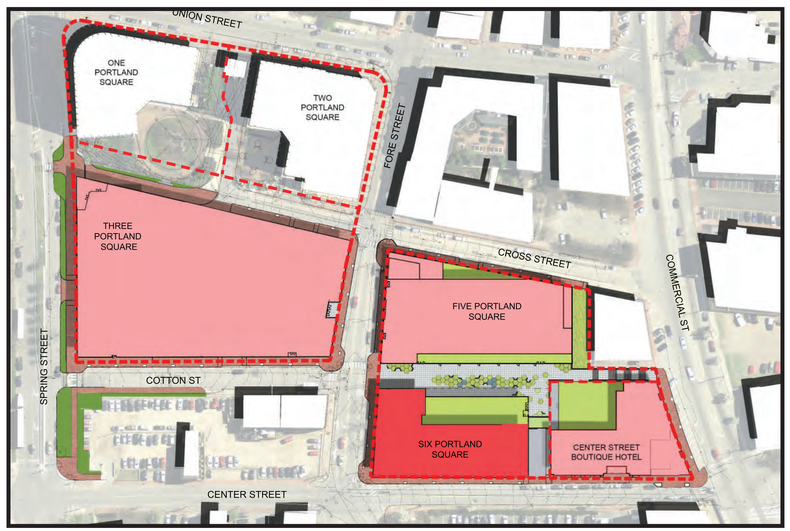
PHASE 1



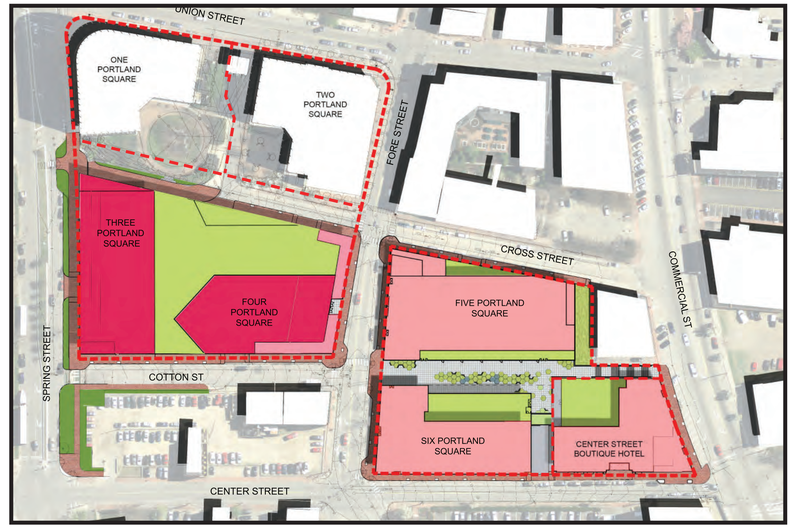
PHASE 2



PHASE 3



PHASE 4



PHASE 5

Owner / Developers
NORTH RIVER, LLC
New York, NY

DATE: APRIL 5, 2019

PORTLAND SQUARE

MASTER DEVELOPMENT
PHASING PLAN

NOT TO SCALE

UNION STREET

ONE PORTLAND SQUARE

TWO PORTLAND SQUARE

FORE STREET

CROSS STREET

COMMERCIAL ST

THREE PORTLAND SQUARE

FOUR PORTLAND SQUARE

FIVE PORTLAND SQUARE

SPRING STREET

COTTON ST

SIX PORTLAND SQUARE

CENTER STREET BOUTIQUE HOTEL

CENTER STREET

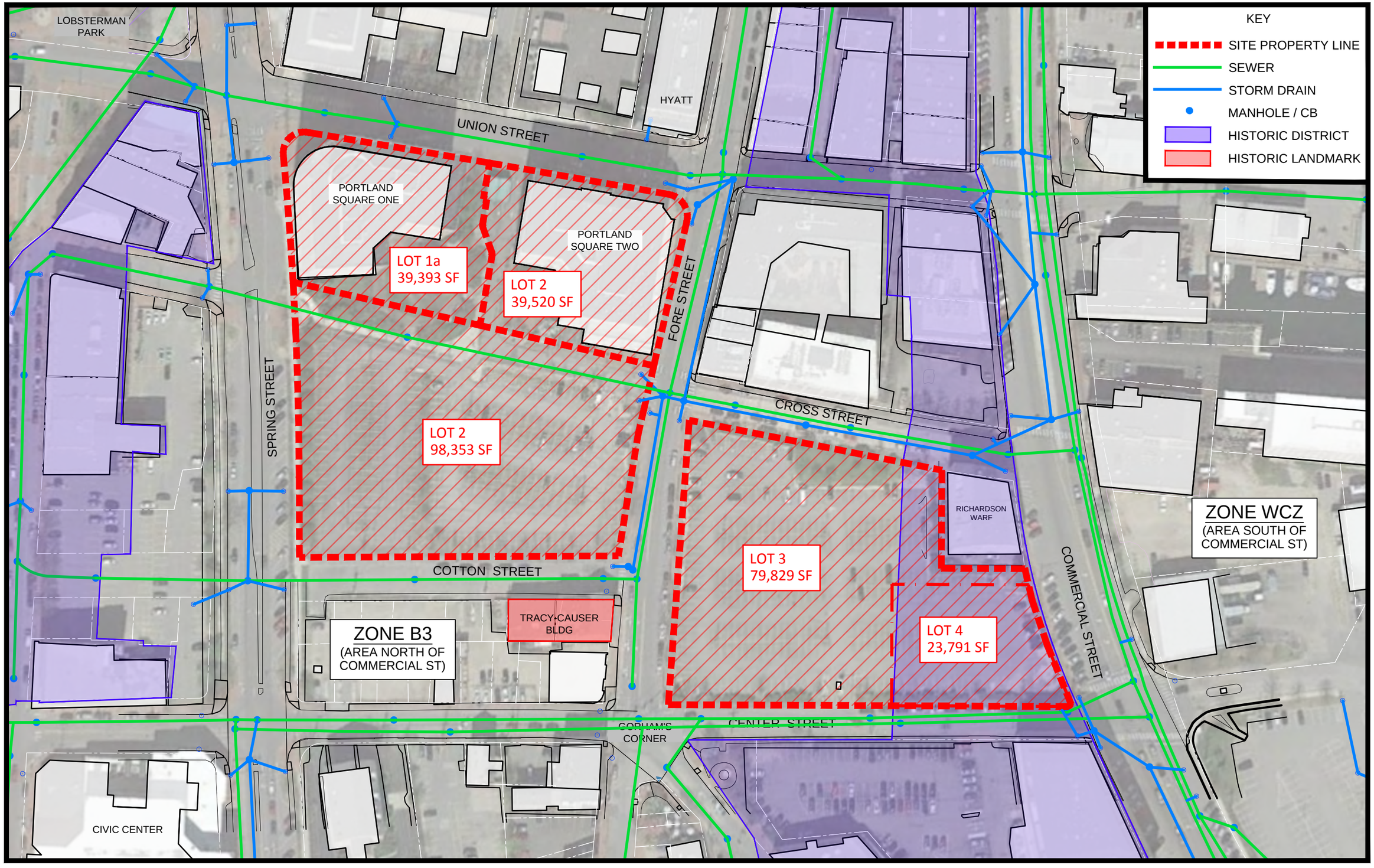
GORHAM'S CORNER

0 20 40 80

SCALE in FEET
1"=40'

N

Pedestrian Circulation Diagram



0 50 100 200

SCALE in FEET
1"=100'

Neighborhood Context Map

PLANT SCHEDULE -STREET TREES					
SYM.	BOTANICAL NAME	COMMON NAME	APPROPRIATE LOCATION	MATURE SIZE (HEIGHT X SPREAD)	NATIVE
	GLEDITSIA TRIACANTHOS VAR. INERMIS	THORNLESS HONEYLOCUS	STREET TREE / FULL SUN	50' X 35'	NO
	ZELKOVA SERRETA 'GREEN VASE'	GREEN VASE ZELKOVA	STREET TREE / FULL SUN	70' X 35'	NO
	QUERCUS PALUSTRIS	PIN OAK	STREET TREE / FULL SUN	50' X 40'	NO
	GINKGO BILOBA	GINKO	STREET TREE / PART SHADE	60' X 30'	NO
	ACER RUBRUM 'KARPICK'	RED MAPLE	STREET TREE / PART SHADE	40' X 15'	YES

PLANT SCHEDULE -EXTENSIVE GREENROOF					
SYM.	BOTANICAL NAME	COMMON NAME	APPROPRIATE LOCATION	MATURE SIZE (HEIGHT)	NATIVE
	SEDUM REFLEXUM 'BLUE SPRUCE'	STONECROP	FULL SUN	8"	NO
	ALLIUM SCHOENOPRASUM	CHIVES	FULL SUN/PART SHADE	10"	NO
	SEDUM SPURIUM 'DRAGON'S BLOOD'	TWO ROW STONECROP	FULL SUN	4"	NO
	SEDUM SEXANGULARE	STONECROP	FULL SUN/SHADE	4"	NO
	CAREX PENSYLVANICA	SEDGE	PLANTER / FULL SHADE	6"	YES
	ANEMONE PATENS	PASQUE FLOWER	FULL SUN	6"	YES
	FRAGARIA VIRGINIANA	WILD STRAWBERRY	FULL SUN	6"	YES
	SOLIDAGO PTARMICOIDES	UPLAND WHITE ASTER	FULL SUN	12"	YES

PLANT SCHEDULE -SHRUBS, GROUNDCOVERS & HERBACEOUS'					
SYM.	BOTANICAL NAME	COMMON NAME	APPROPRIATE LOCATION	MATURE SIZE (HEIGHT X SPREAD)	NATIVE
	CLETHRA ALNIFOLIA 'COMPACTA'	SUMMERSWEET	PLANTER / PART SHADE	4' X 4'	YES
	RHUS AROMATICA 'GRO-LOW'	FRAGRANT SUMAC	PLANTER / PART SHADE	2' X 6'	YES
	DENNSTAEDTIA PUNCTILOBULA	HAY SCENTED FERN	PLANTER / PART SHADE	18" HT.	YES
	ARCTOSTAPHYLOS UVA-URSI	BEARBERRY	PLANTER / PART SHADE	6" X 36"	YES
	PENNISETUM ALOPECUROIDES	DWARF FOUNTAIN GRASS	PLANTER / SUN	24" X 24"	NO
	ILEX GALABRA 'SHAMROCK'	INKBERRY, SHAMROCK	PLANTER / PART SHADE	5' X 5'	NO
	HYDRANGEA ARBORESCENS	SMOOTH HYDRANGEA	PLANTER / PART SHADE	4' X 6'	NO
	AMSONIA HUBRICHTII	BLUESTAR	PLANTER / SUN-PART SHADE	3' X 3'	YES
	CAREX PENSYLVANICA	SEDGE	PLANTER / FULL SHADE	6" X12"	YES
	ALLIUM SPHAEROCEPHALON	DRUMSTICK ALLIUM	PLANTER / SUN	4" X 24"	NO
	ALLIUM GLOBEMASTER	FLOWERING ONION	PLANTER / SUN	36" X 18"	NO

0 20 40 80
SCALE in FEET
1"=40'

Portland Square

Master Development Plan

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WINTON SCOTT
ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

BECKER STRUCTURAL
ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

WOODARD & CURRAN
41 Hutchins Dr.
Portland, ME 04101
207.558.3785
www.woodardcurran.com

HALEY & ALDRICH, INC.
75 Washington Ave, Suite 1A
Portland, ME 04101
207.482.4609
www.haleyaldrich.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

Revisions		
1	4.5.19	MDP SUBMISSION TO CITY
2	7.30.19	REV. MDP SUBMISSION TO CITY

Drawing Title: CONCEPTUAL LANDSCAPE PLAN

Scale: 1"=40'-0"

Date: JULY 30, 2019

Phase: Permitting

Portland Square

Master Development Plan

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WINTON SCOTT
ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

BECKER STRUCTURAL
ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

WOODARD & CURRAN
41 Hutchins Dr.
Portland, ME 04101
207.558.3785
www.woodardcurran.com

HALEY & ALDRICH, INC.
75 Washington Ave, Suite 1A
Portland, ME 04101
207.482.4609
www.haleyaldrich.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

Revisions		
1	4.5.19	MDP SUBMISSION TO CITY
2	5.23.19	STORMWATER REVISIONS
3	8.2.19	STORMWATER REVISIONS

Drawing Title: **DRAINAGE PLAN** Scale: 1" = 40'

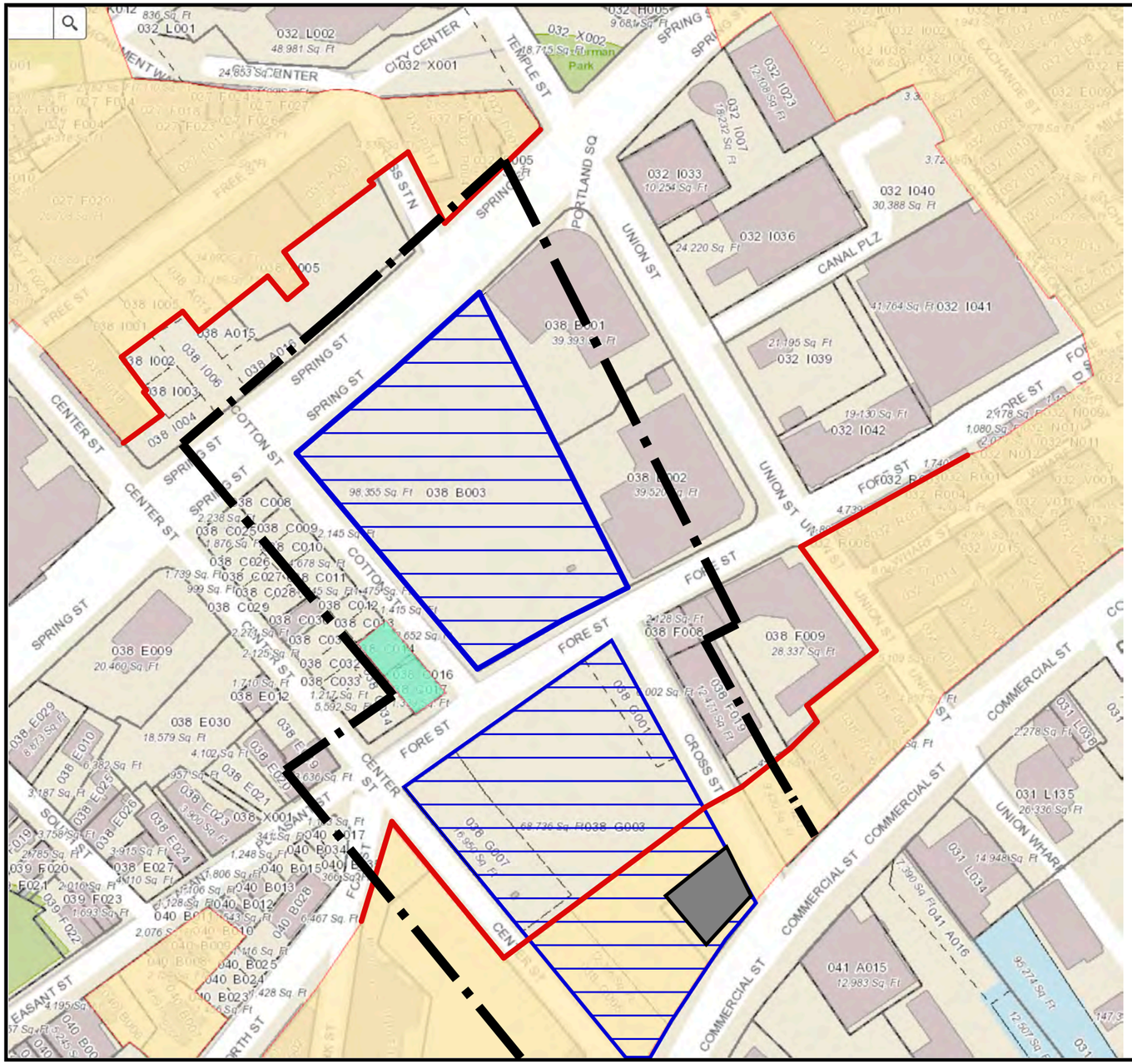
Date: MAY 2019
Phase: Permitting

C-200

\\woodardcurran.net\shares\Projects\02315338.01 Fathom – Port Sqr Enq Sys\wip\Drawings\Civil\02315886.00–C–200 – C–203–PORT Update.dwg, Aug 02, 2019 – 4:35pm

Google Earth
© 2018 Google
Screenshot
Fore St
Cotton St
Center St
Pleasant St
Monument Sq
255 ft

SITE AERIAL



LEGEND:

- Historic District
- Development Site
- 100' from Property Line
- Tracy-Causer Block (Individual HP Listing)
- Richardson Wharf Building (In Commercial St. HD)

HISTORIC DISTRICT MAP

CONTEXT PHOTOS

CONTEXT PHOTOS

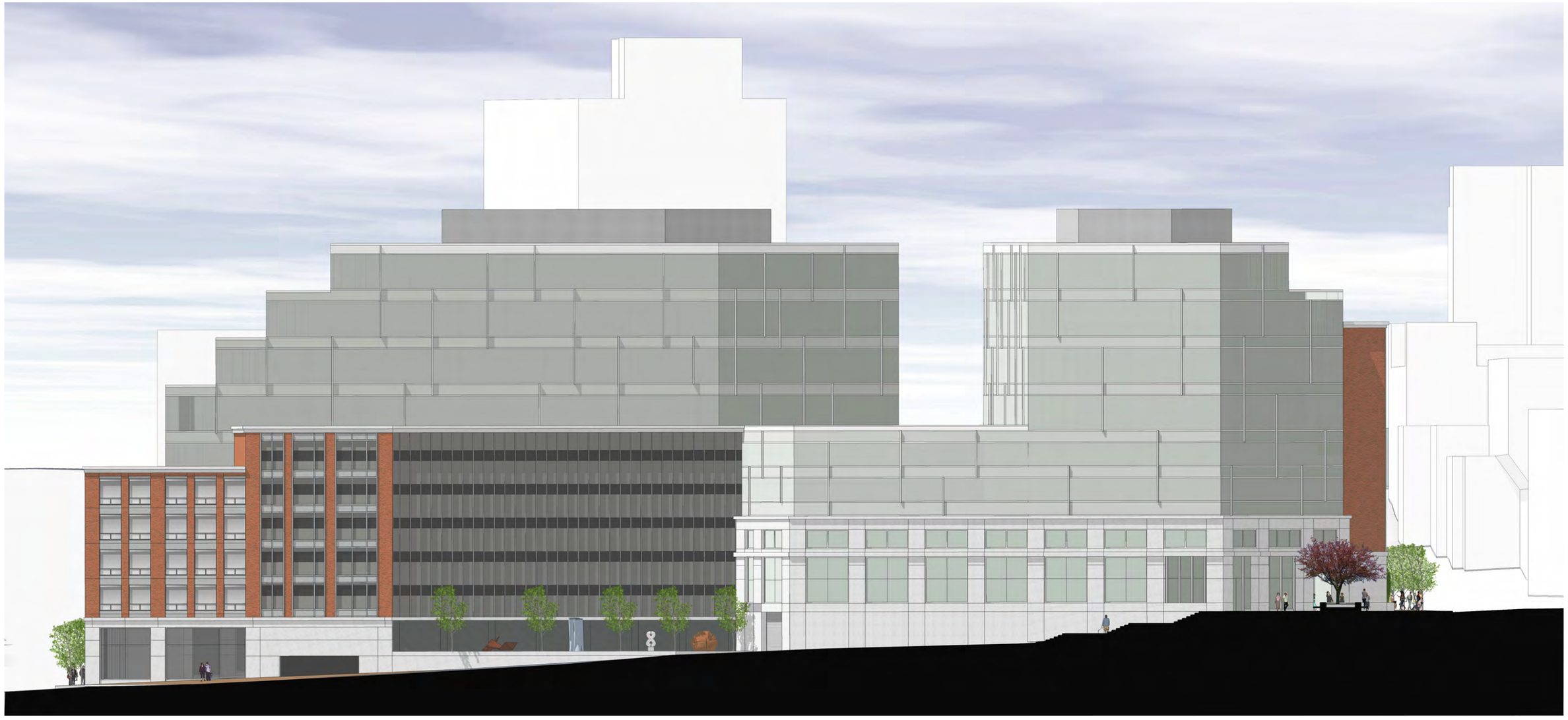
OVERHEAD VIEW (NE)

OVERHEAD VIEW (NW)

OVERHEAD VIEW (SE)

SPRING STREET ELEVATION

COTTON STREET ELEVATION



UPPER CROSS STREET ELEVATION

FORE STREET NORTH ELEVATION

FORE STREET SOUTH ELEVATION

CENTER STREET ELEVATION

CROSS STREET ELEVATION

CORNER OF FORE/CENTER ST.

CORNER OF FORE/CENTER ST.

CORNER OF FORE/CENTER ST.

COTTON ST. VIEW TOWARD
FORE STREET

VIEW DOWN CROSS ST.

CORNER OF FORE AND CROSS ST.

FORE ST. VIEW LOOKING WEST

CORNER COMMERCIAL & CROSS ST

GRAND STAIR AT COMMERCIAL ST.

GRAND STAIR AT COMMERCIAL ST.

OVERHEAD VIEW (SPRING ST. PLAZA)

CORNER OF SPRING/COTTON ST.

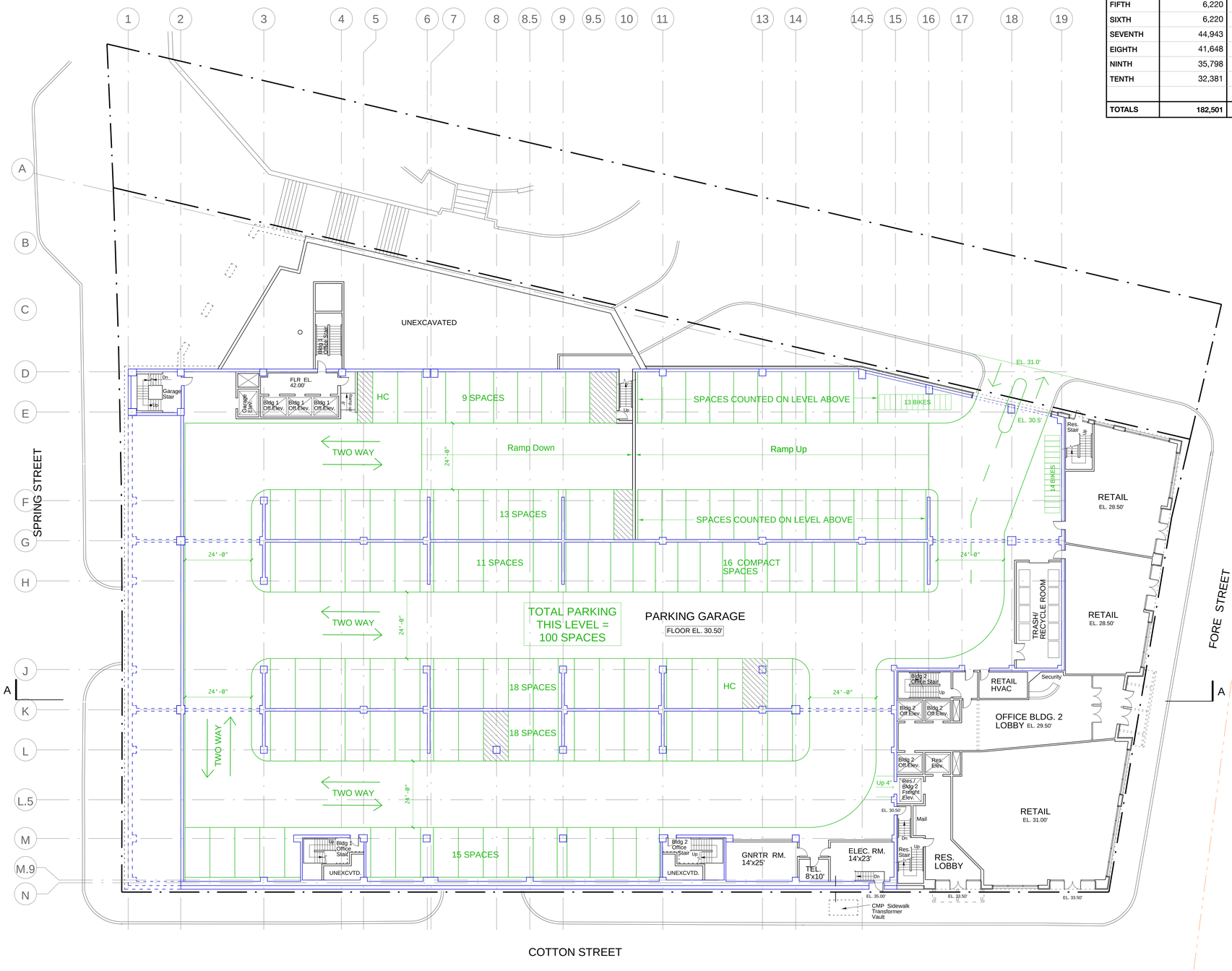
SPRING ST. PLAZA

CORNER OF FORE/UPPER CROSS ST.

VIEW DOWN COTTON ST. TO FORE ST.

PLAZA VIEW

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



GROUND LEVEL PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

Drawing Title: UPPER SITE

Scale: 1/16"=1'-0"

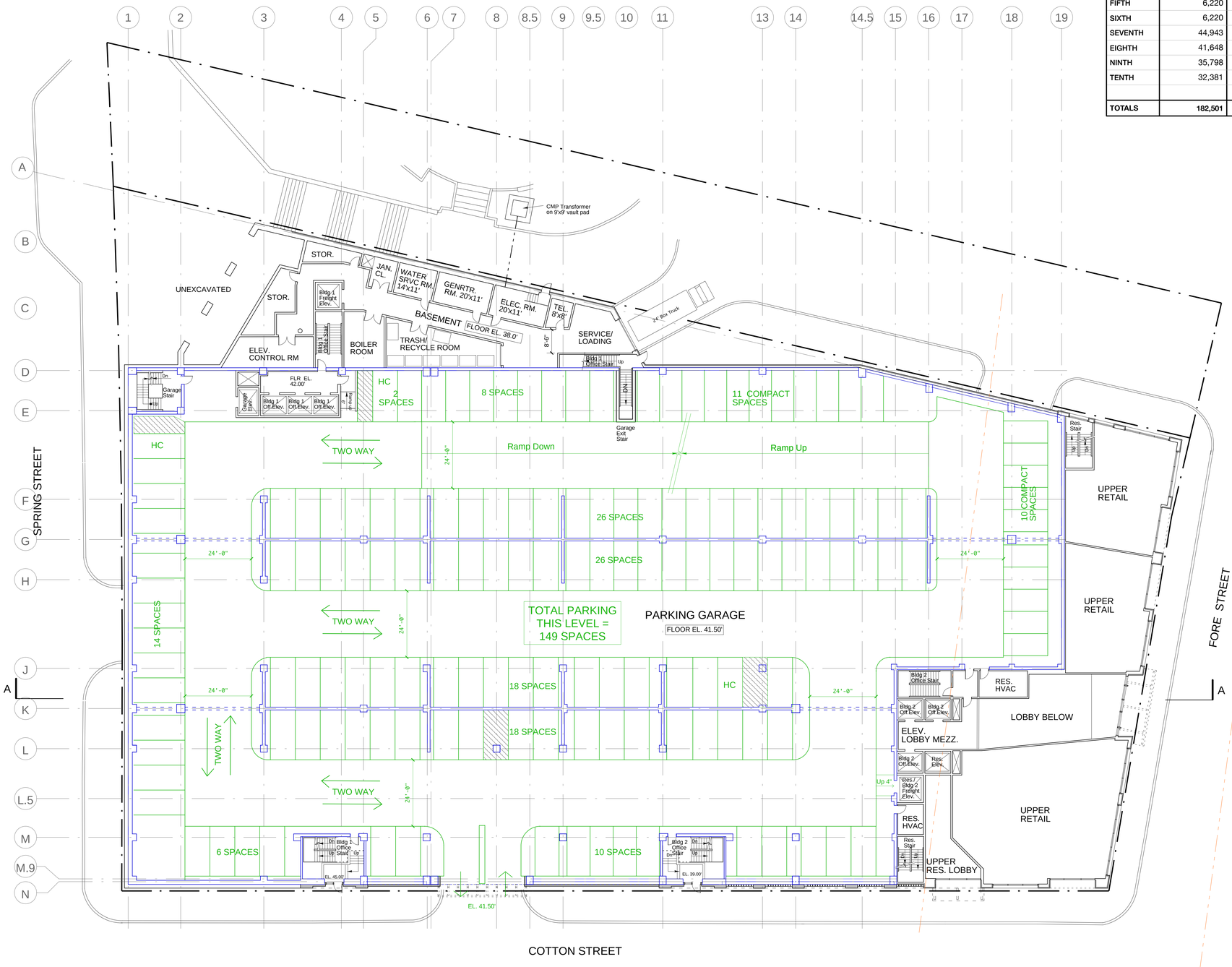
LEVEL G PARKING
El. 30.00'

Date: 07.26.19

Phase: Schematic Set for Pricing

A1.0

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 1 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

Drawing Title: UPPER SITE

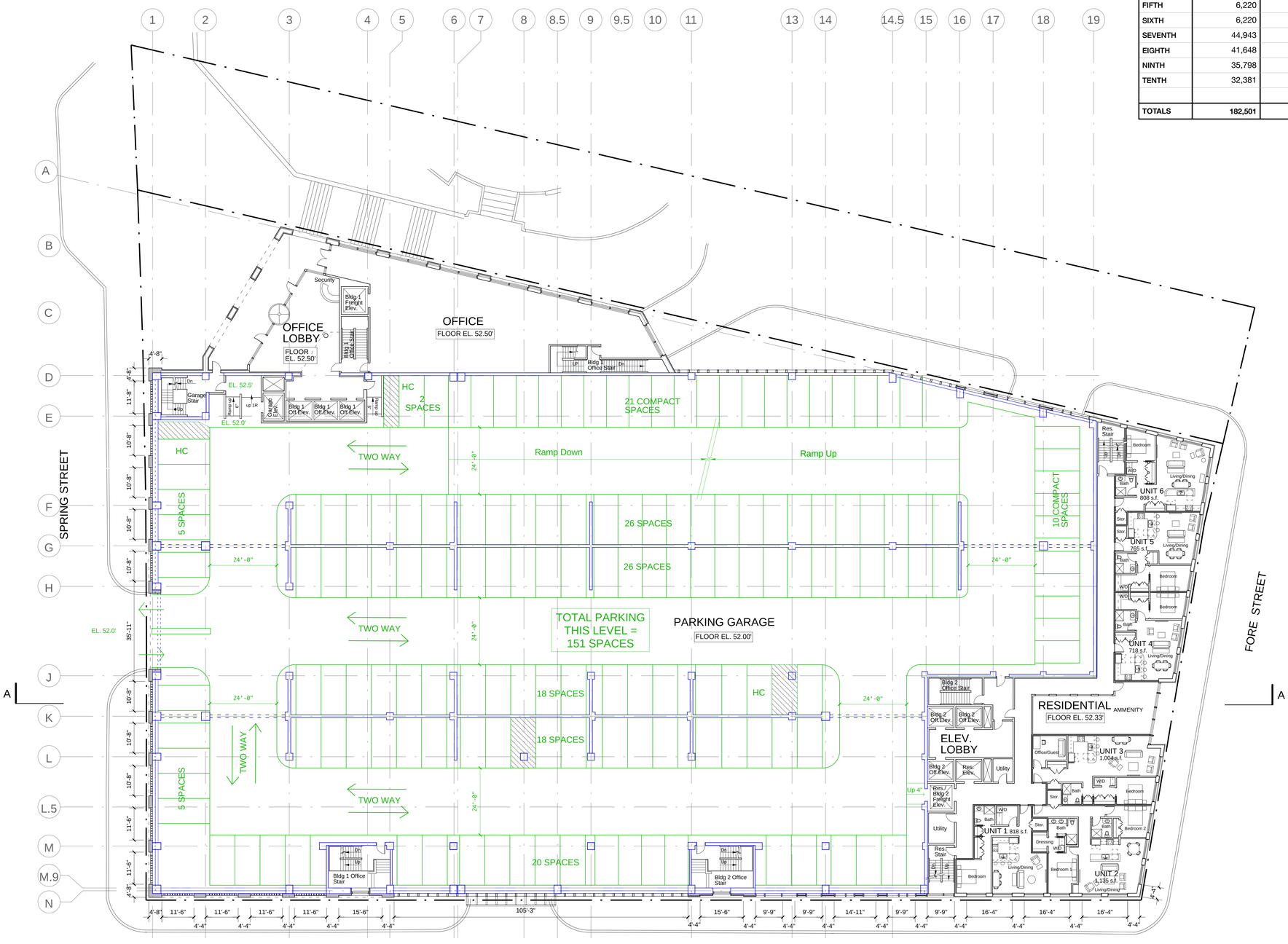
Scale: 1/16"=1'-0"

LEVEL 1 PARKING
El. 41.50'

Date: 07.26.19
Phase: Schematic Set for Pricing

A1.1

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 2 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

Drawing Title: UPPER SITE

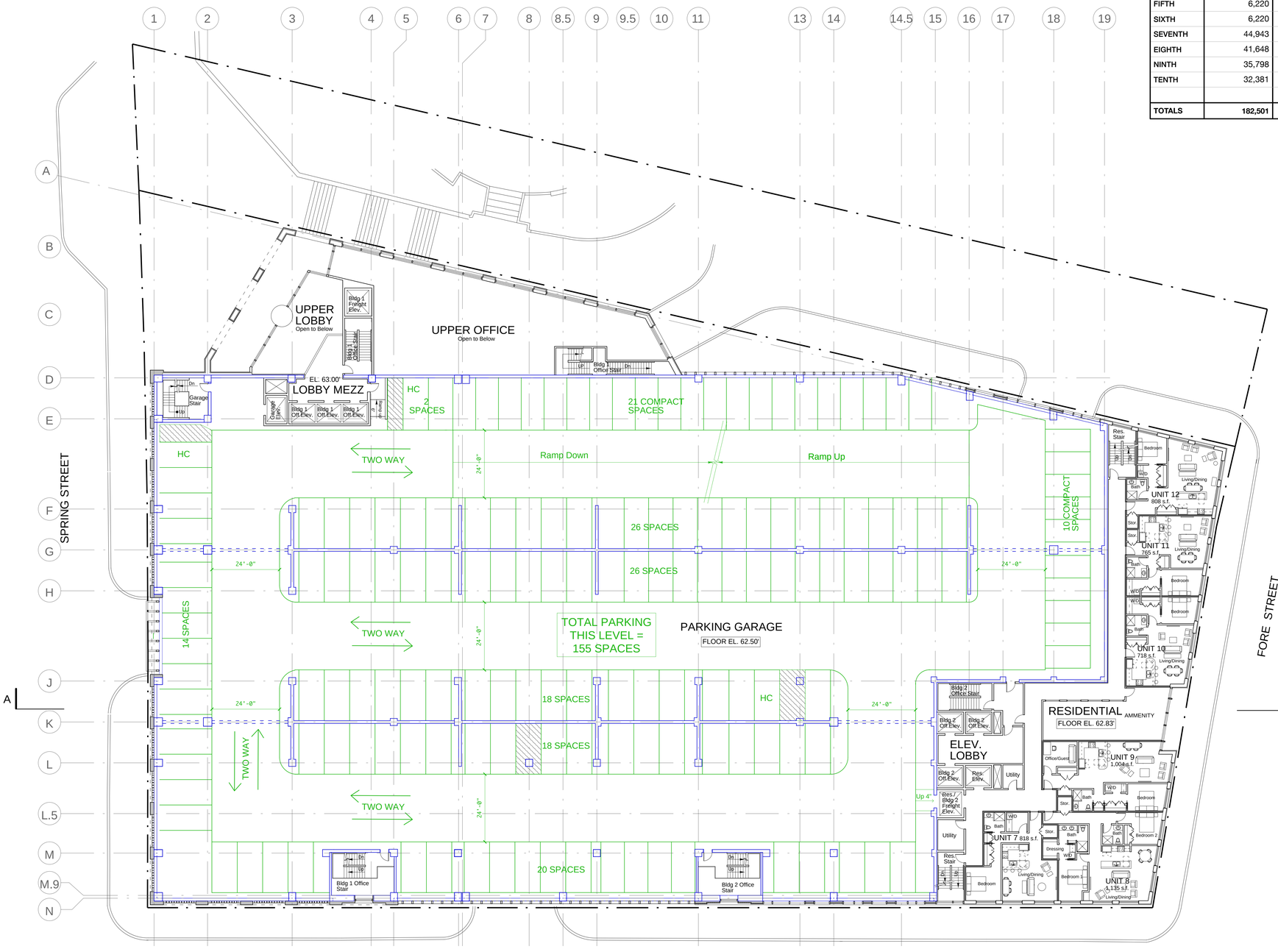
Scale: 1/16"=1'-0"

LEVEL 2 PARKING
El. 52.00'

Date: 07.26.19
Phase: Schematic Set for Pricing

A1.2

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 3 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

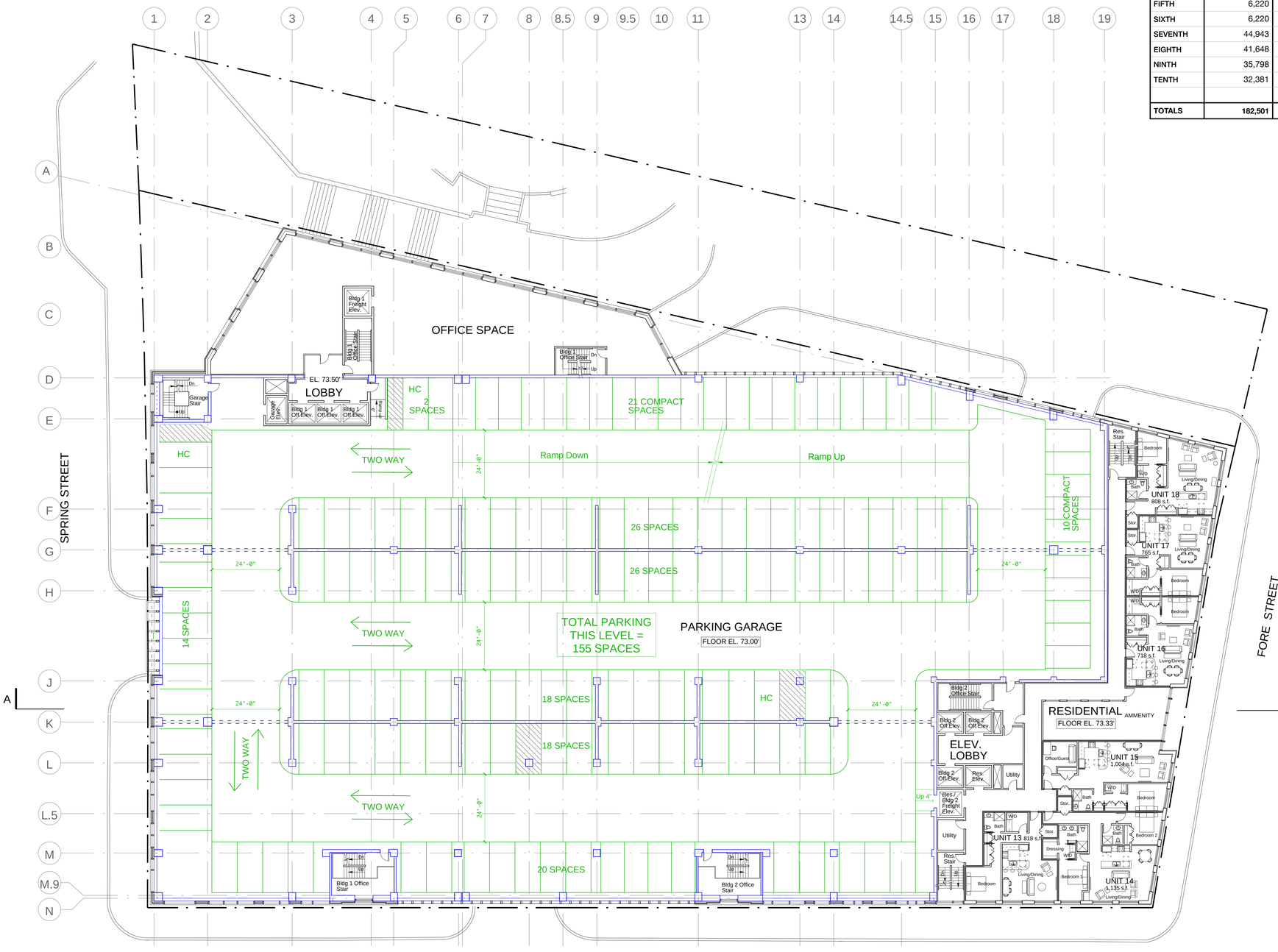
Scale: 1/16"=1'-0"

LEVEL 3 PARKING
El. 62.50'

Date: 07.26.19
Phase: Schematic Set for Pricing

A1.3

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 4 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

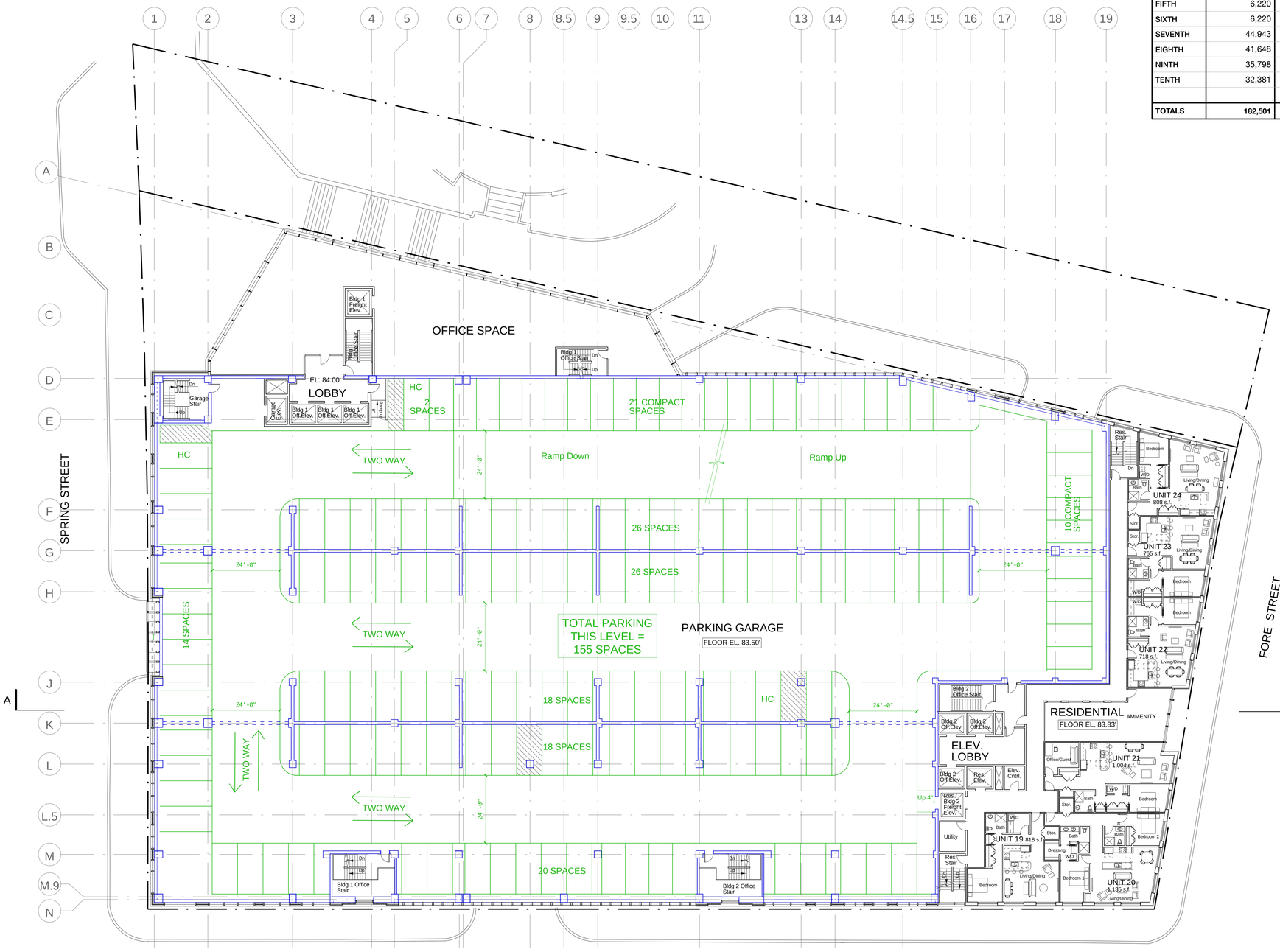
Revisions		
#	Date	Description

Drawing Title:	Scale: 1/16"=1'-0"
UPPER SITE	
LEVEL 4 PARKING El. 73.0'	

Date:	07.26.19
Phase:	Schematic Set for Pricing

A1.4

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 5 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

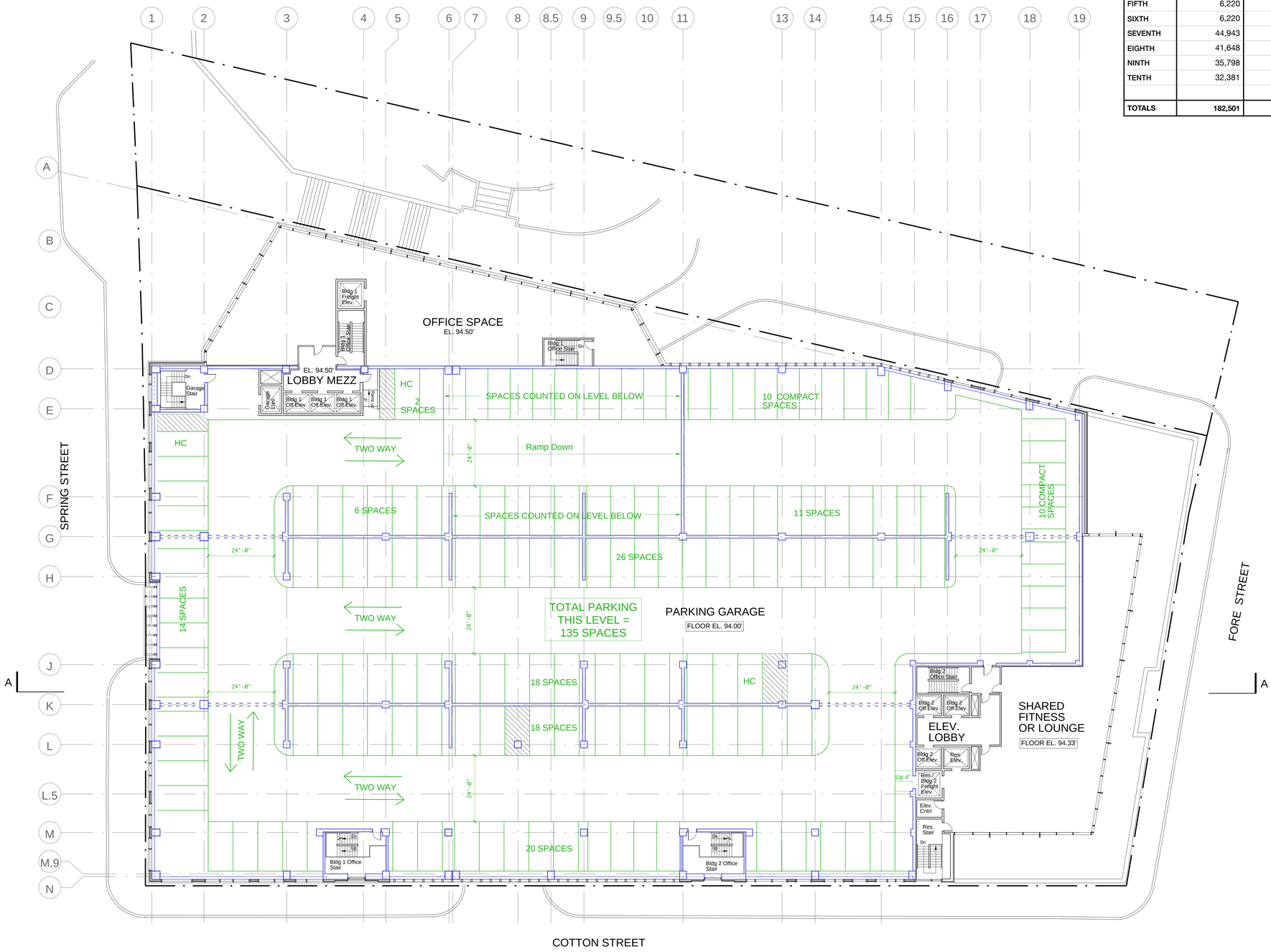
Revisions		
#	Date	Description

Drawing Title:	Scale: 1/16"=1'-0"
UPPER SITE	
LEVEL 5 PARKING El. 83.50'	

Date:	07.26.19
Phase:	Schematic Set for Pricing

A1.5

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 6 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

Drawing Title: UPPER SITE

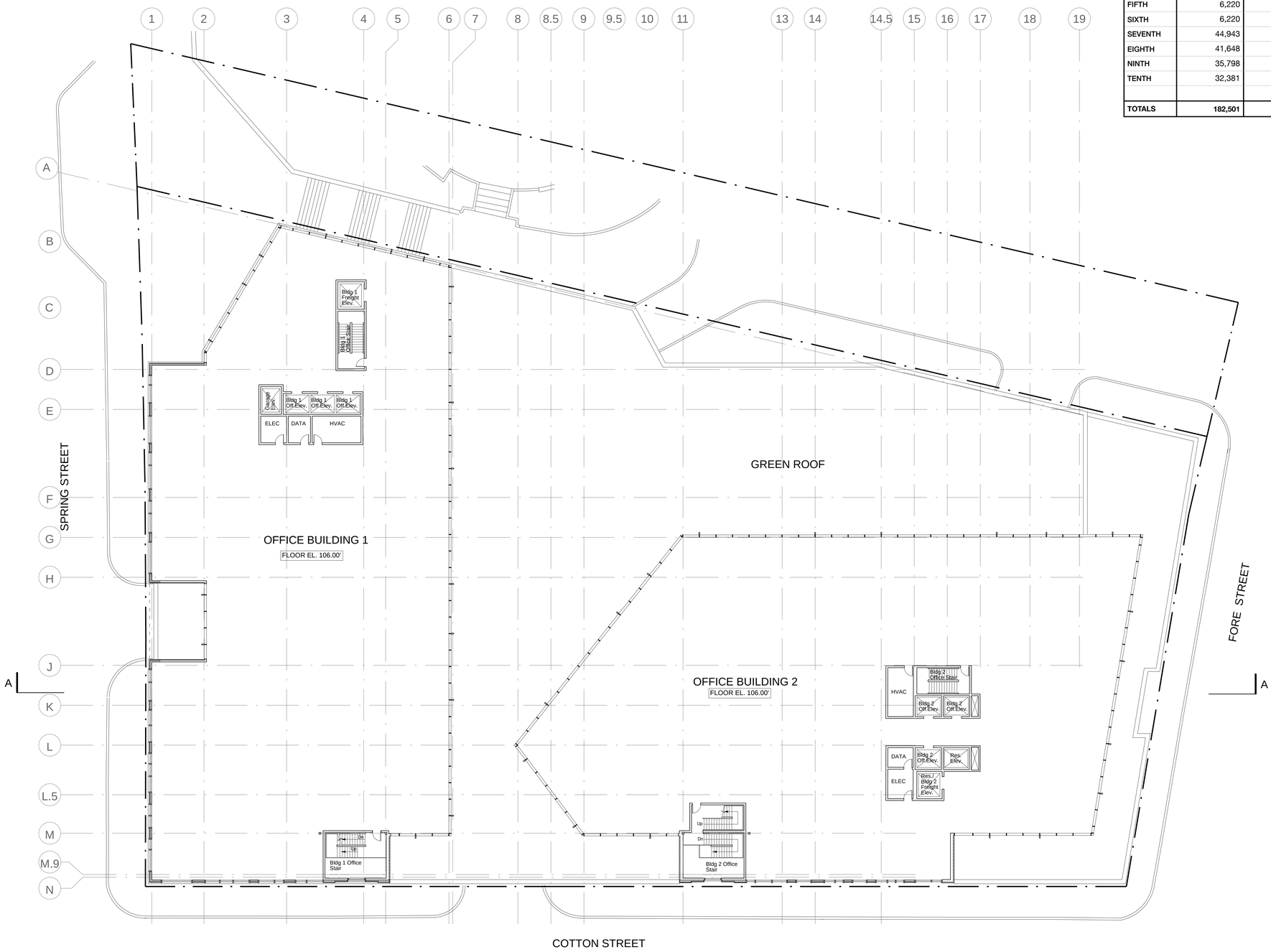
Scale: 1/16"=1'-0"

LEVEL 6 PARKING
El. 94.00'

Date: 07.26.19
Phase: Schematic Set for Pricing

A1.6

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 7 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

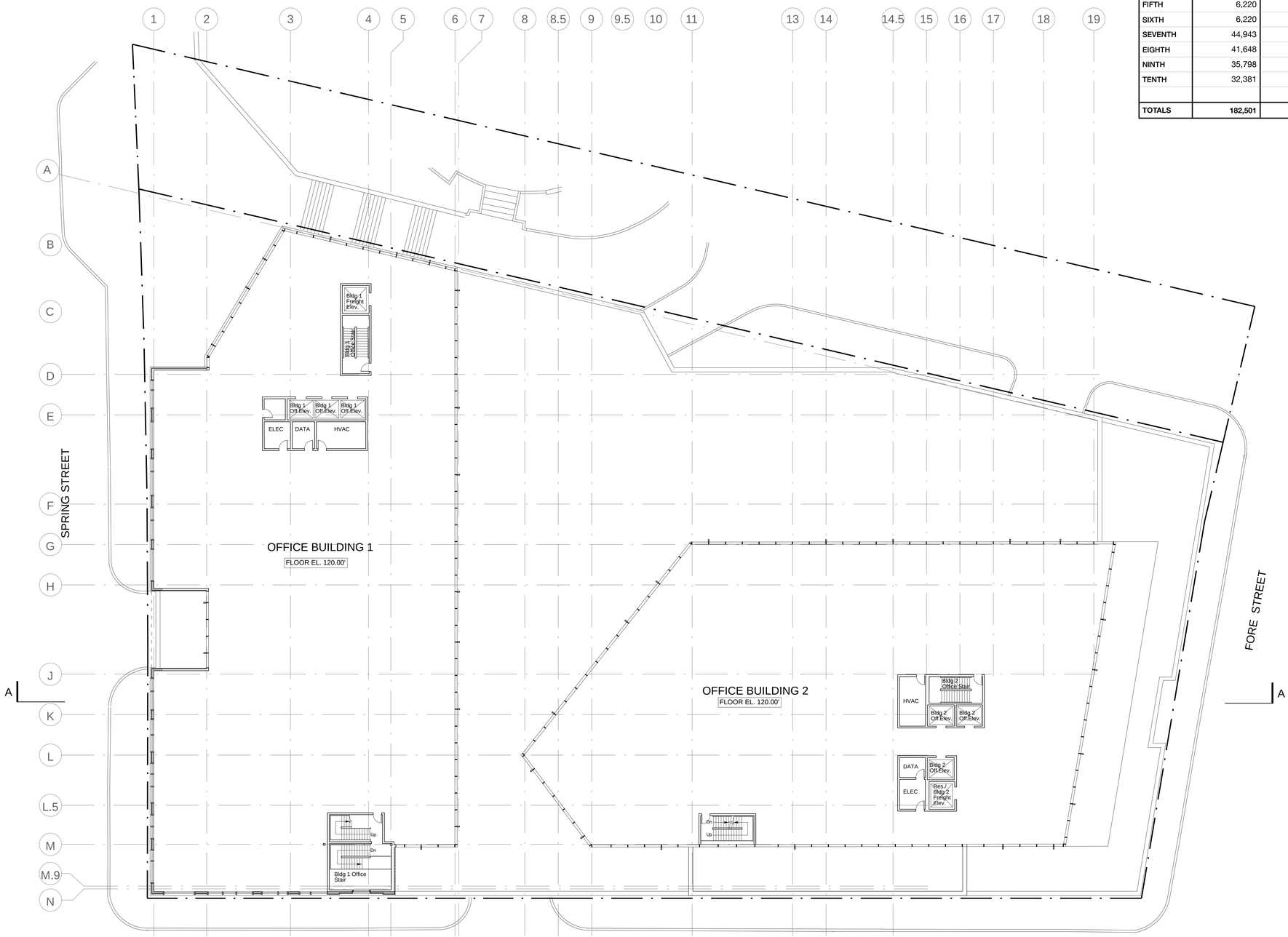
Scale: 1/16"=1'-0"

LEVEL 7 OFFICE
El. 106.00'

Date:	07.26.19
Phase:	Schematic Set for Pricing

A1.7

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 8 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

Scale: 1/16"=1'-0"

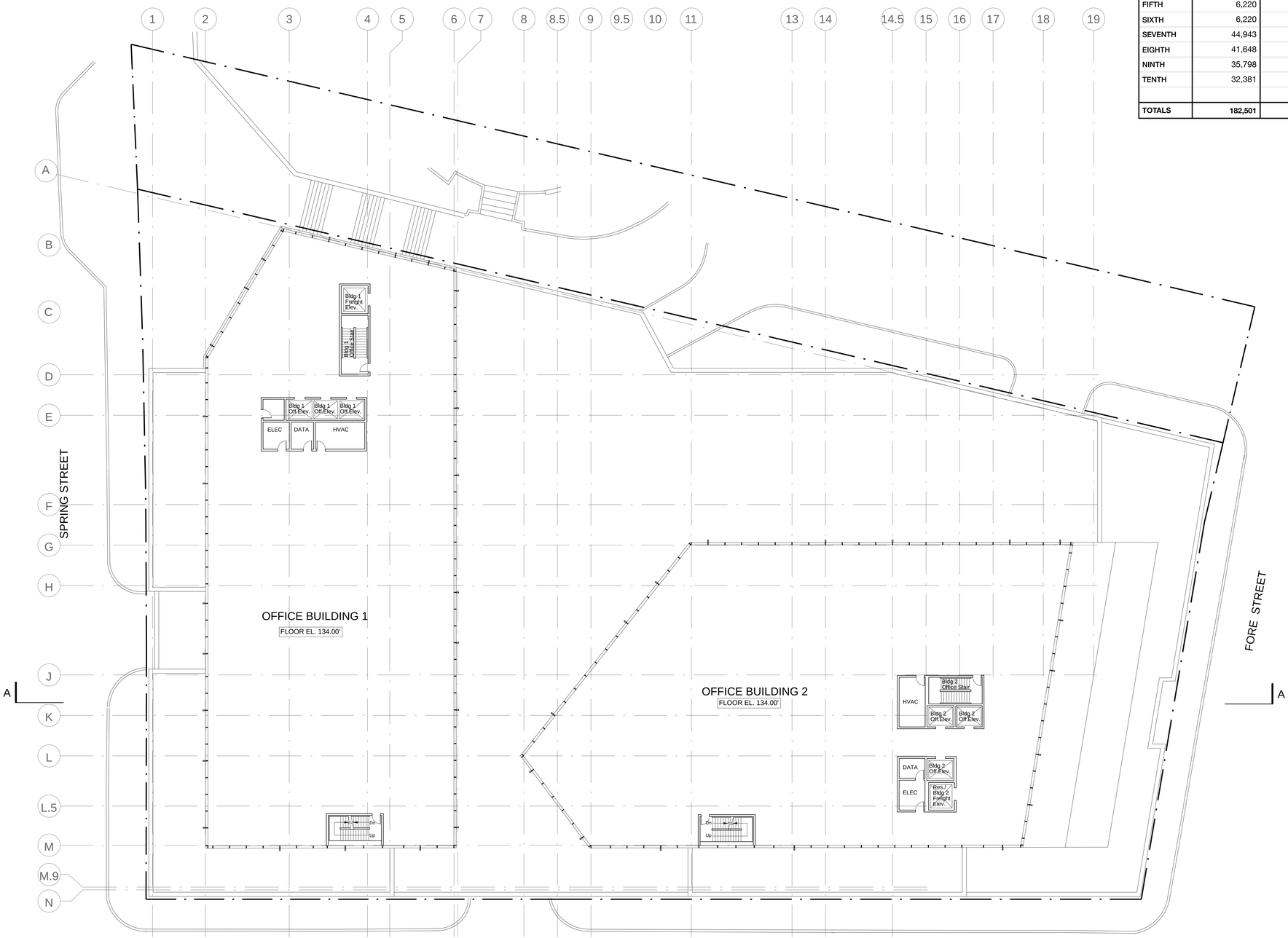
LEVEL 8 OFFICE
El. 120.00'

Date: 07.26.19

Phase: Schematic Set for Pricing

A1.8

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 9 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

Scale: 1/16"=1'-0"

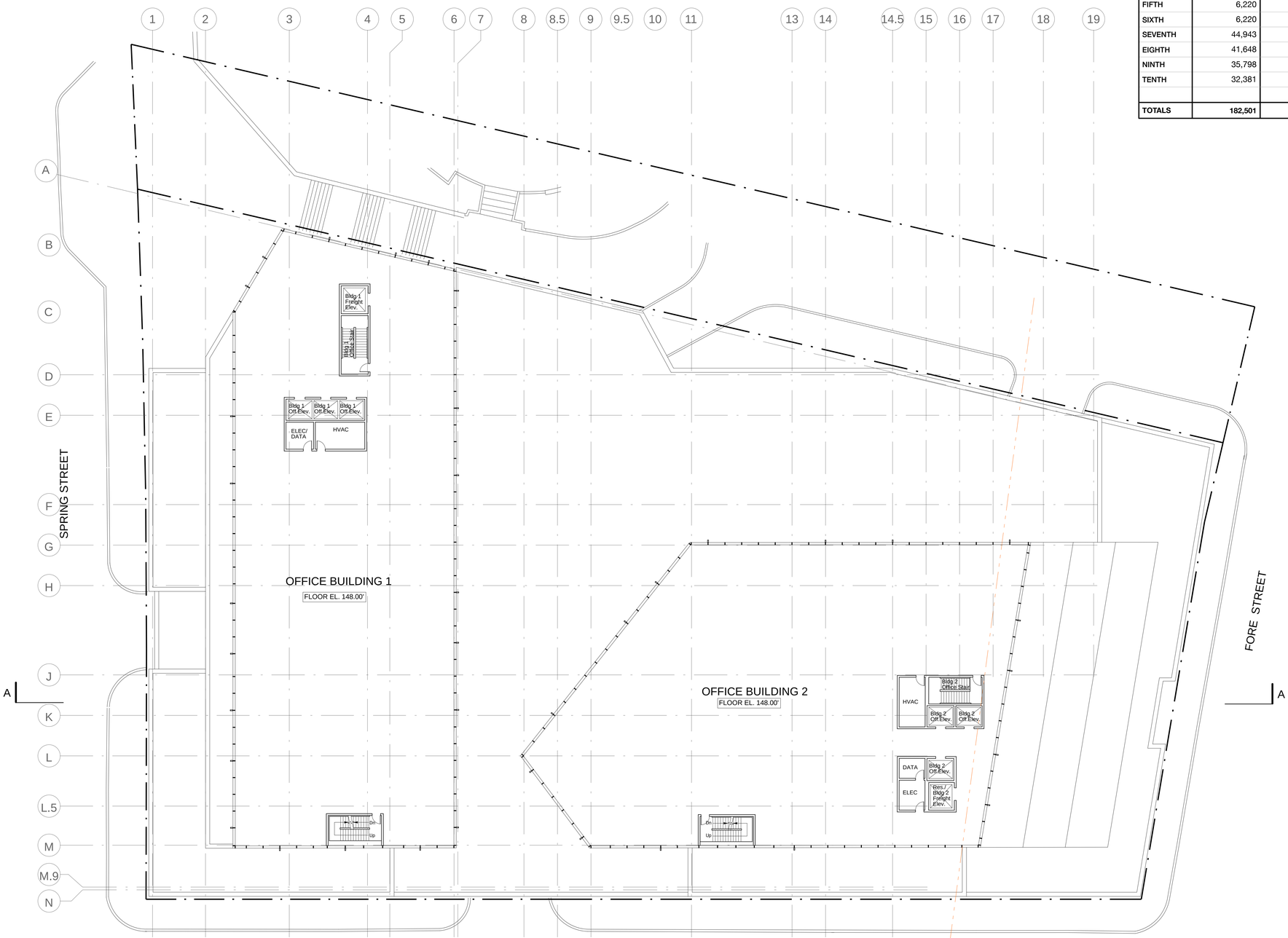
LEVEL 9 OFFICE
El. 134.00'

Date: 07.26.19

Phase: Schematic Set for Pricing

A1.9

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



LEVEL 10 PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

Scale: 1/16"=1'-0"

LEVEL10 OFFICE
El. 148.00'

Date: 07.26.19

Phase: Schematic Set for Pricing

A1.10

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24

ROOF LEVEL PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

Scale: 1/16"=1'-0"

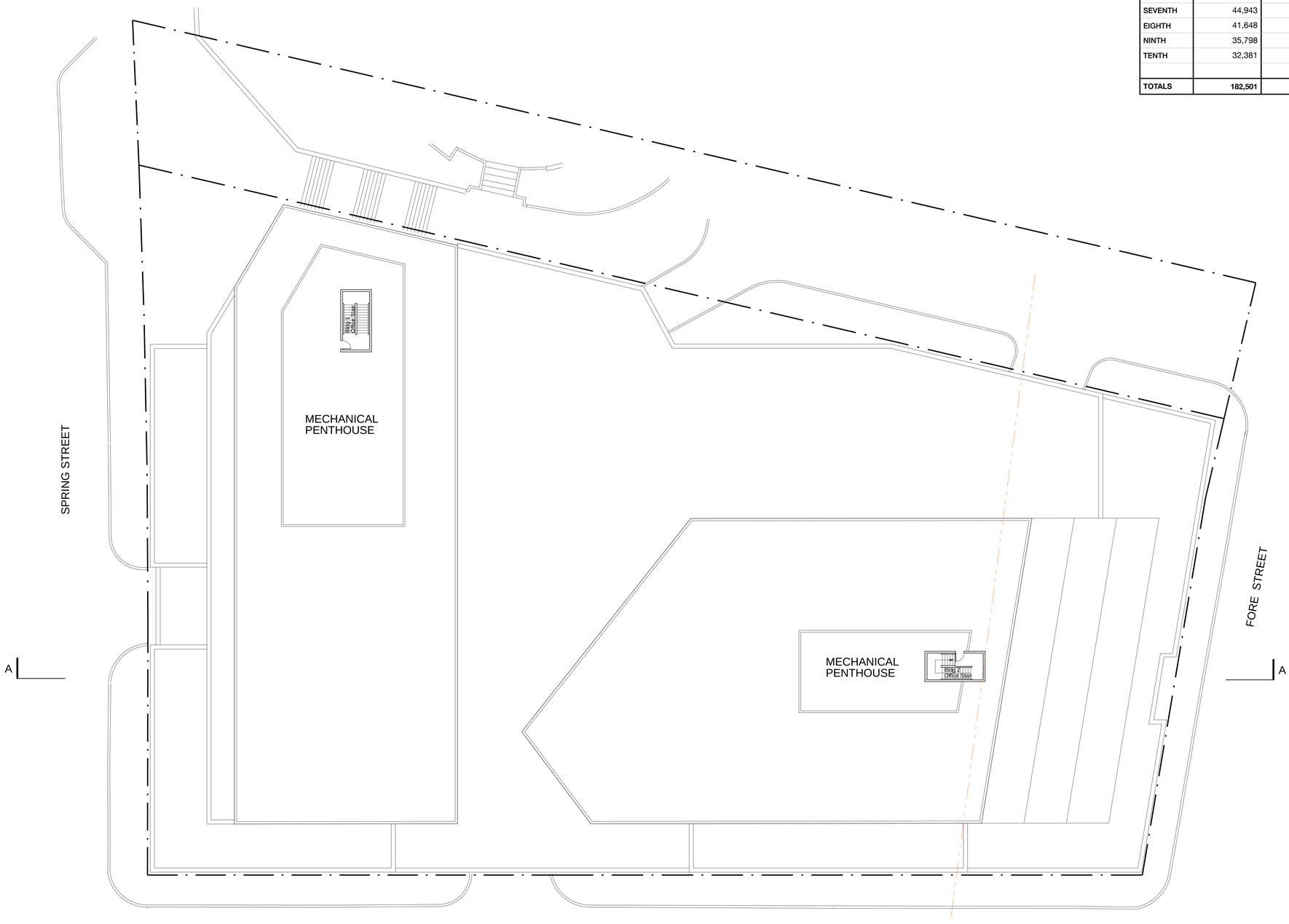
LEVEL 11 ROOF
El. 163.00'

Date: 07.26.19

Phase: Schematic Set for Pricing

A1.11

FLOOR	PROGRAM USE					
	OFFICE:	RETAIL:	PARKING:		RESIDENTIAL:	
	Area (Sq. Ft.)	Area (Sq. Ft.)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	# of Units
GROUND	2,248	5,565	53,315	100	904	0
FIRST	0	0	56,474	149	0	0
SECOND	5,376	0	56,474	151	8,118	6
THIRD	1,447	0	56,474	155	8,118	6
FOURTH	6,220	0	56,474	155	8,118	6
FIFTH	6,220	0	56,474	155	8,118	6
SIXTH	6,220	0	56,474	135	3,727	0
SEVENTH	44,943	0	0	0	0	0
EIGHTH	41,648	0	0	0	0	0
NINTH	35,798	0	0	0	0	0
TENTH	32,381	0	0	0	0	0
		0	0	0	0	0
TOTALS	182,501	5,565	392,159	1,000	37,103	24



ROOF LEVEL PLAN

1/16" = 1'-0"

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions		
#	Date	Description

Drawing Title: UPPER SITE

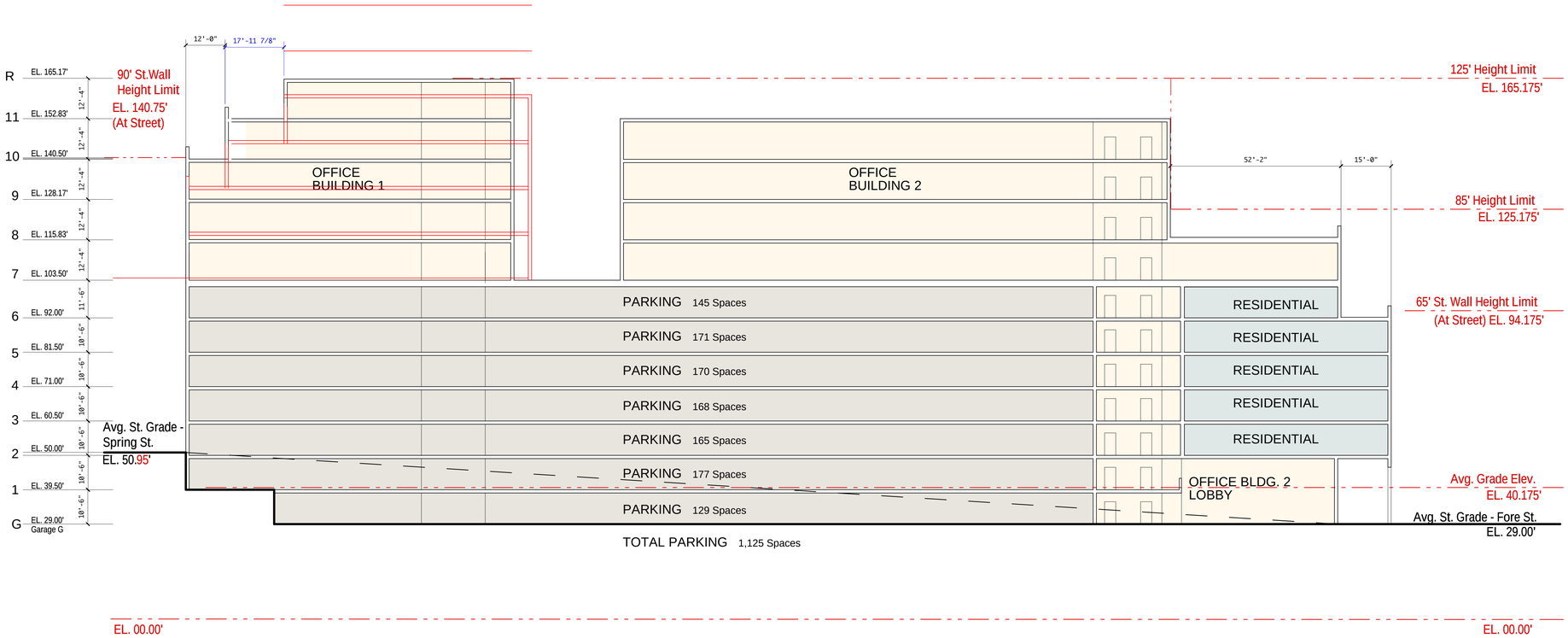
Scale: 1/16"=1'-0"

LEVEL 11 ROOF
El. 163.00'

Date: 07.26.19

Phase: Schematic Set for Pricing

A1.11



SECTION A-A BUILDINGS 1 & 2

51.1' + 28.5' + 30.3' + 50.8' = 160.7'

160.7' / 4 = 40.175' AVERAGE GRADE

AVERAGE GRADE CALCULATION DIAGRAM

BUILDING SECTION A-A AND AVERAGE GARDE CALC DIAGRAM

A1.13

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

THORNTON TOMASETTI
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

MECHANICAL SYSTEMS ENGINEERS
Royal River Center, Unit 10
10 Forest Falls Drive
Yarmouth, ME 04096
207.846.1441

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

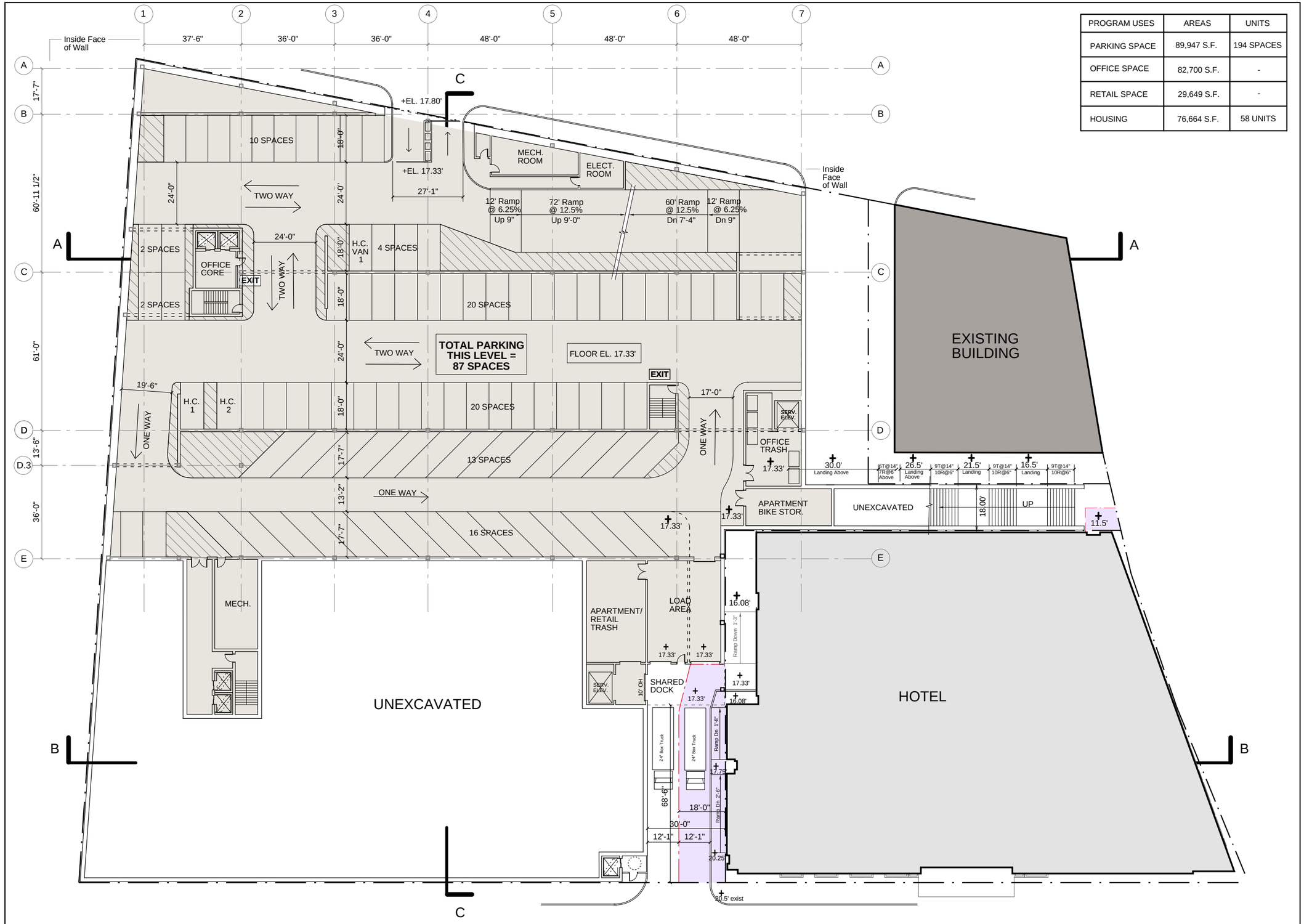
Revisions #	Date	Description

Drawing Title: UPPER SITE

Scale: 1/16"=1'-0"

Date: 07.26.19

Phase: Schematic Set for Pricing



PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions	#	Date	Description

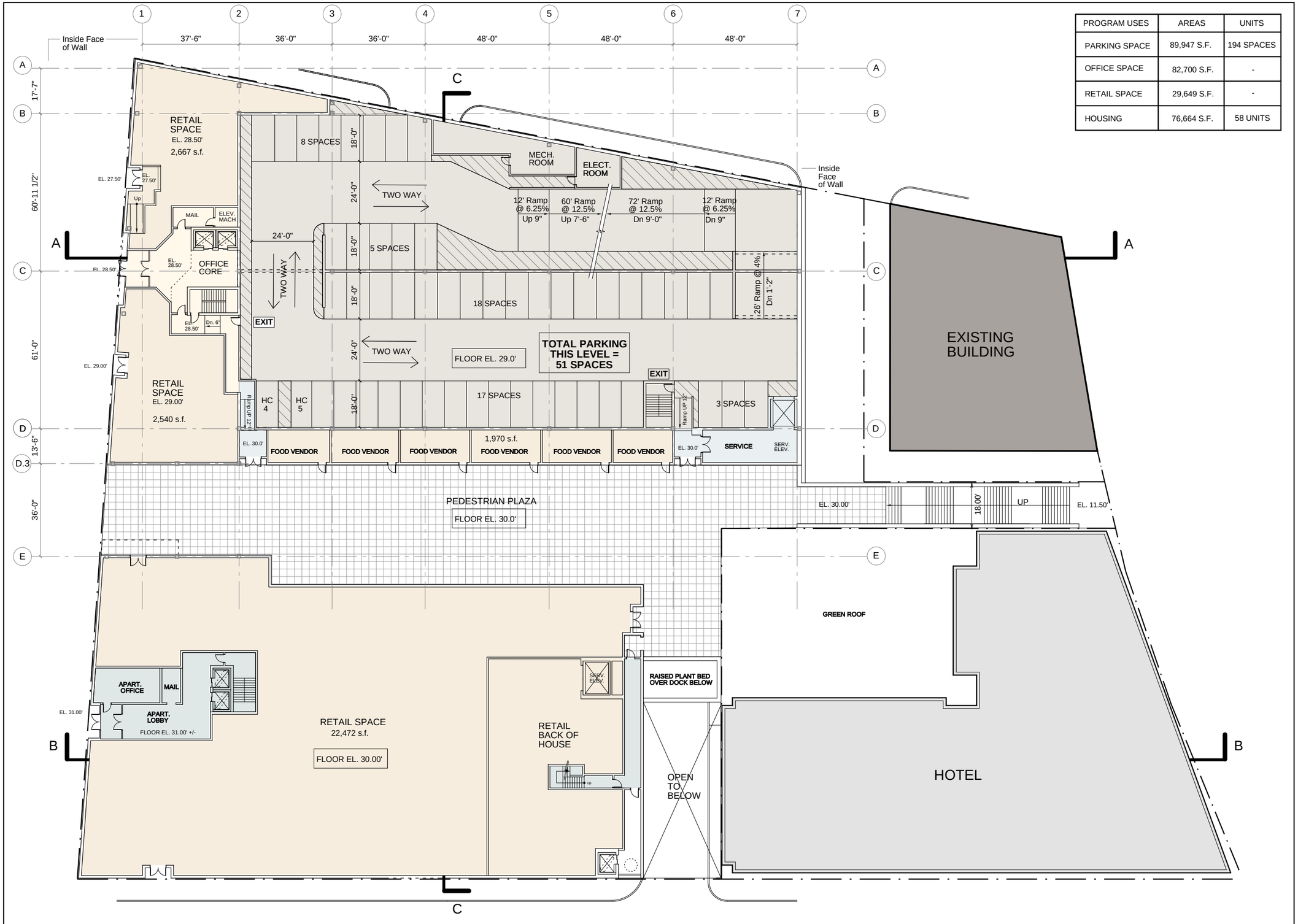
Drawing Title: **LOWER SITE**

Scale: 1/16"=1'-0"

GARAGE LEVEL 1
EL. 17.33'

Date: 04.03.19
Phase: Permitting

A2.1



PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

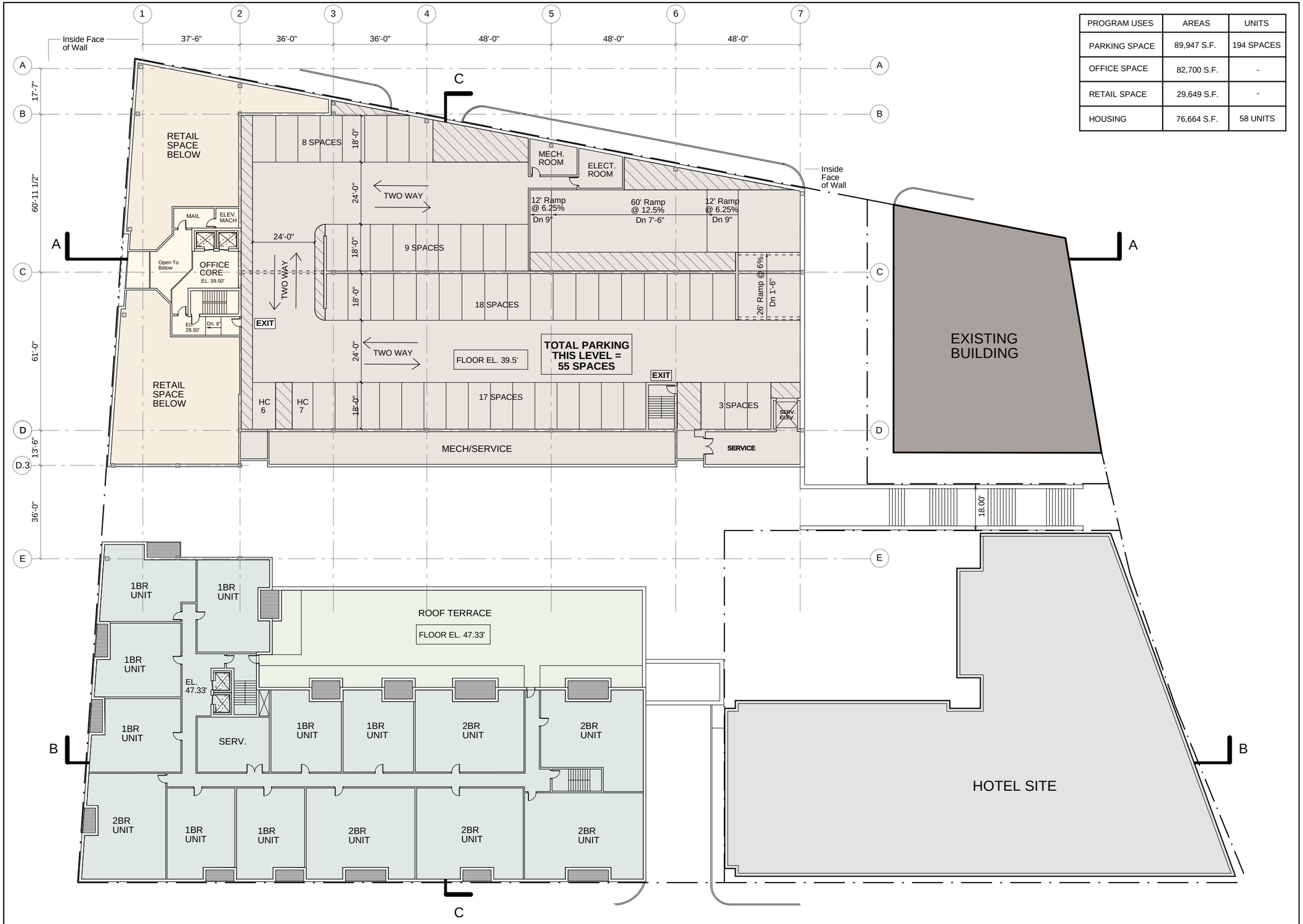
Drawing Title: LOWER SITE

Scale: 1/16"=1'-0"

GARAGE LEVEL 2: EL. 29.00'
PLAZA LEVEL: EL. 30.00'

Date: 04.03.19
Phase: Permitting

A2.2



PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

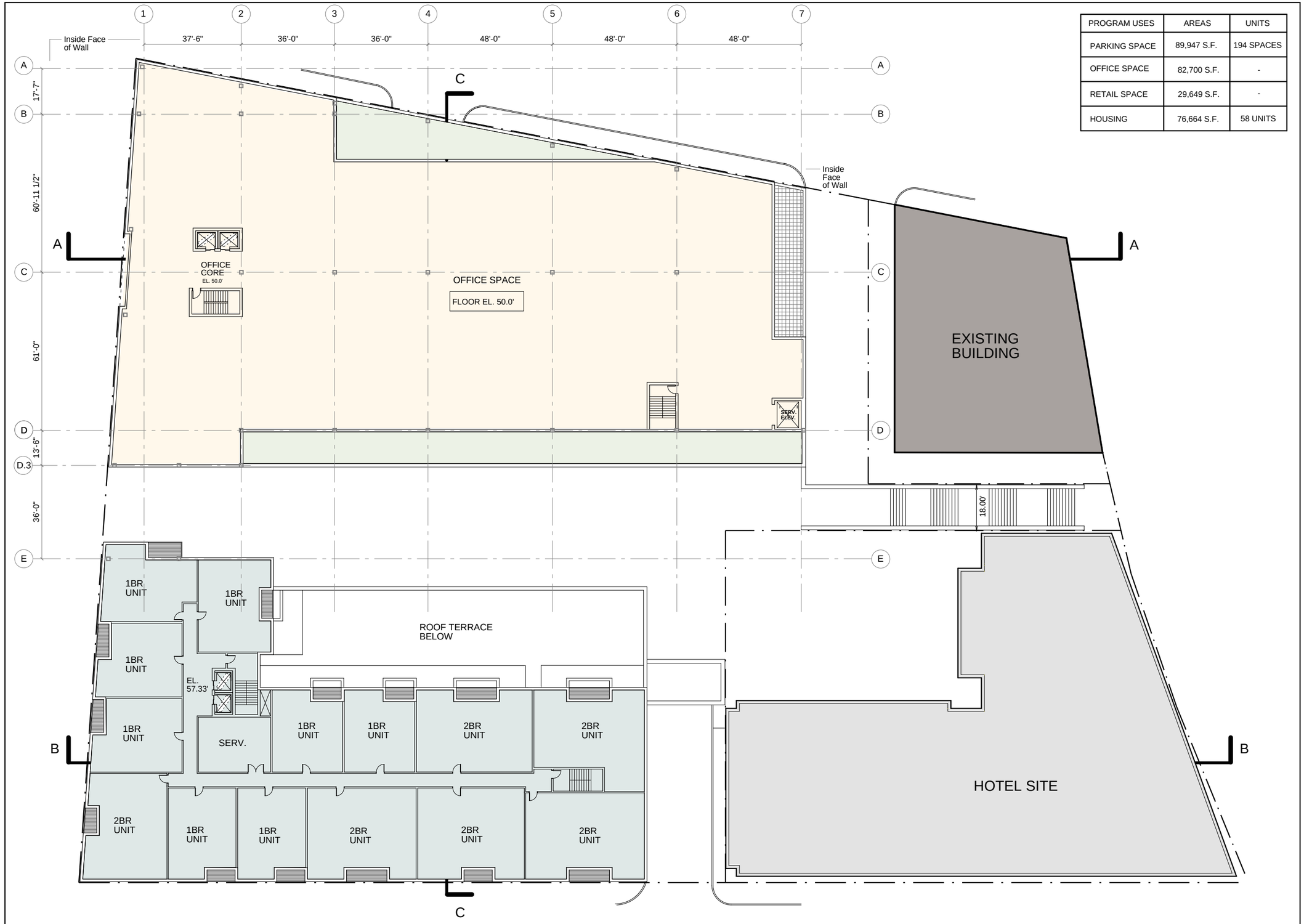
Revisions #	Date	Description

Drawing Title: LOWER SITE
Scale: 1/16"=1'-0"

GARAGE LEVEL 3: EL. 39.50'
HOUSING LEVEL 1: EL. 47.33'

Date: 04.03.19
Phase: Permitting

A2.3



PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

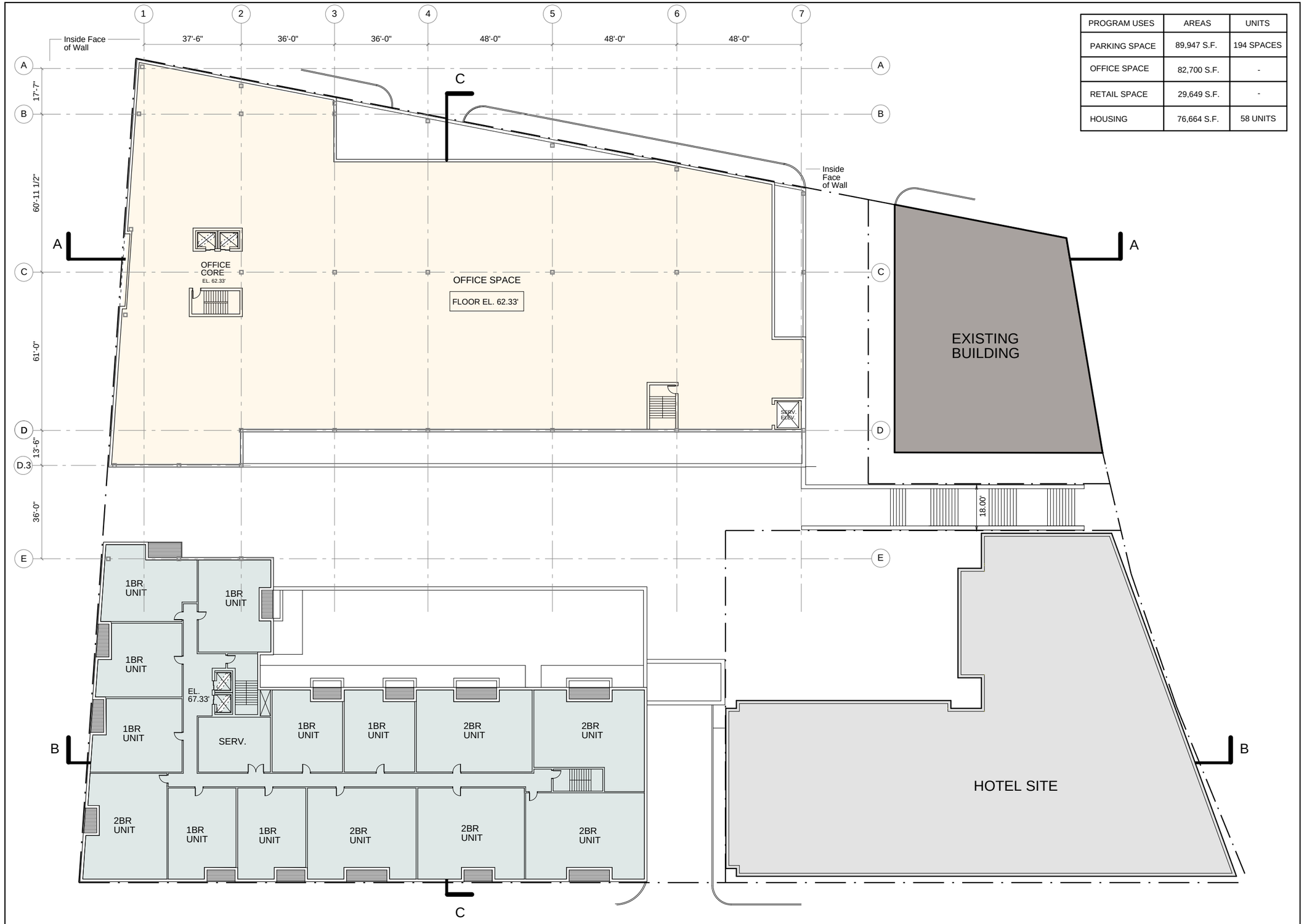
Revisions #	Date	Description

Drawing Title: LOWER SITE
Scale: 1/16"=1'-0"

OFFICE LEVEL 1: EL. 50.00'
HOUSING LEVEL 2: EL. 57.33'

Date: 04.03.19
Phase: Permitting

A2.4



PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

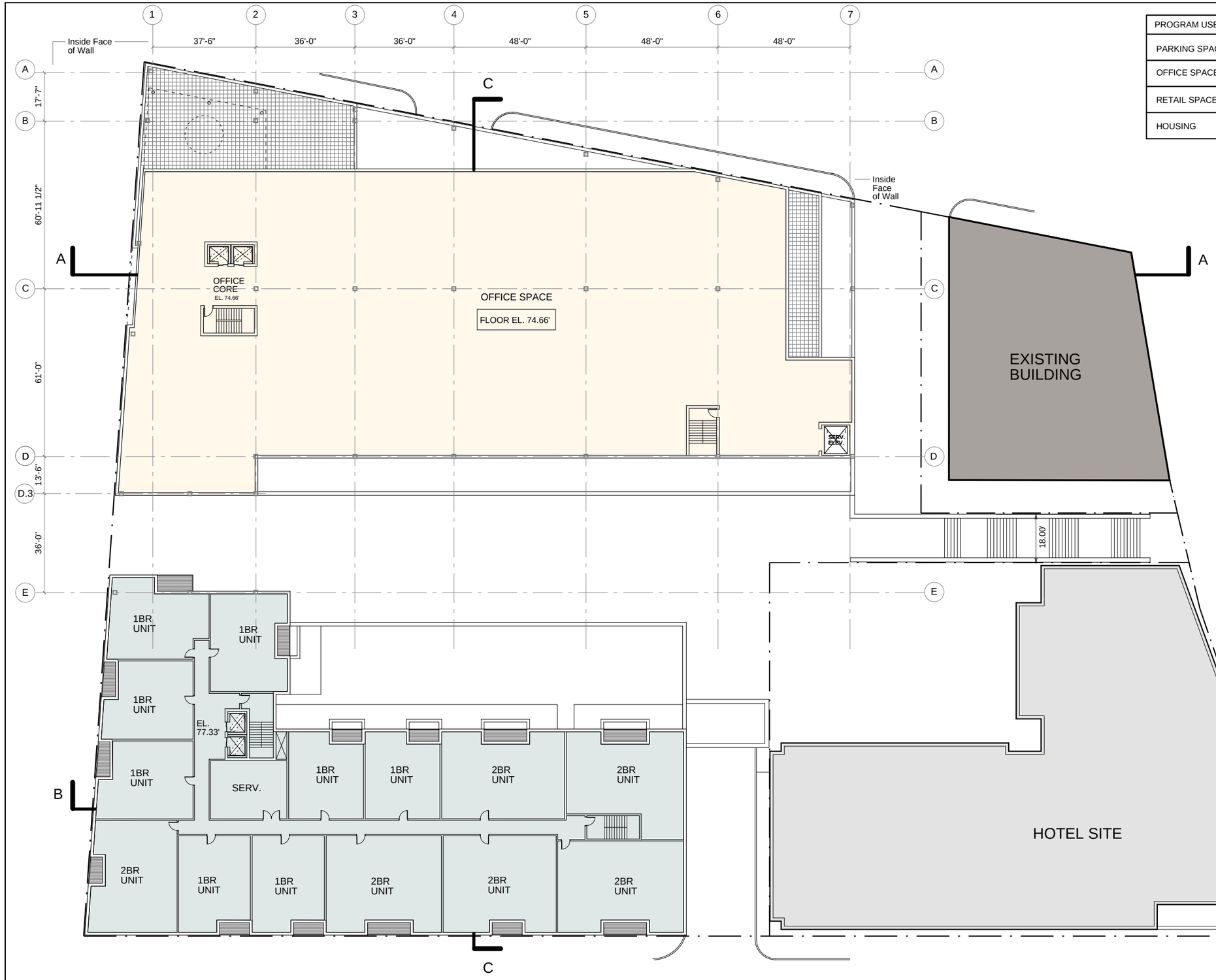
Drawing Title: LOWER SITE

Scale: 1/16"=1'-0"

OFFICE LEVEL 2: EL. 62.33'
HOUSING LEVEL 3: EL. 67.33'

Date: 04.03.19
Phase: Permitting

A2.5



PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

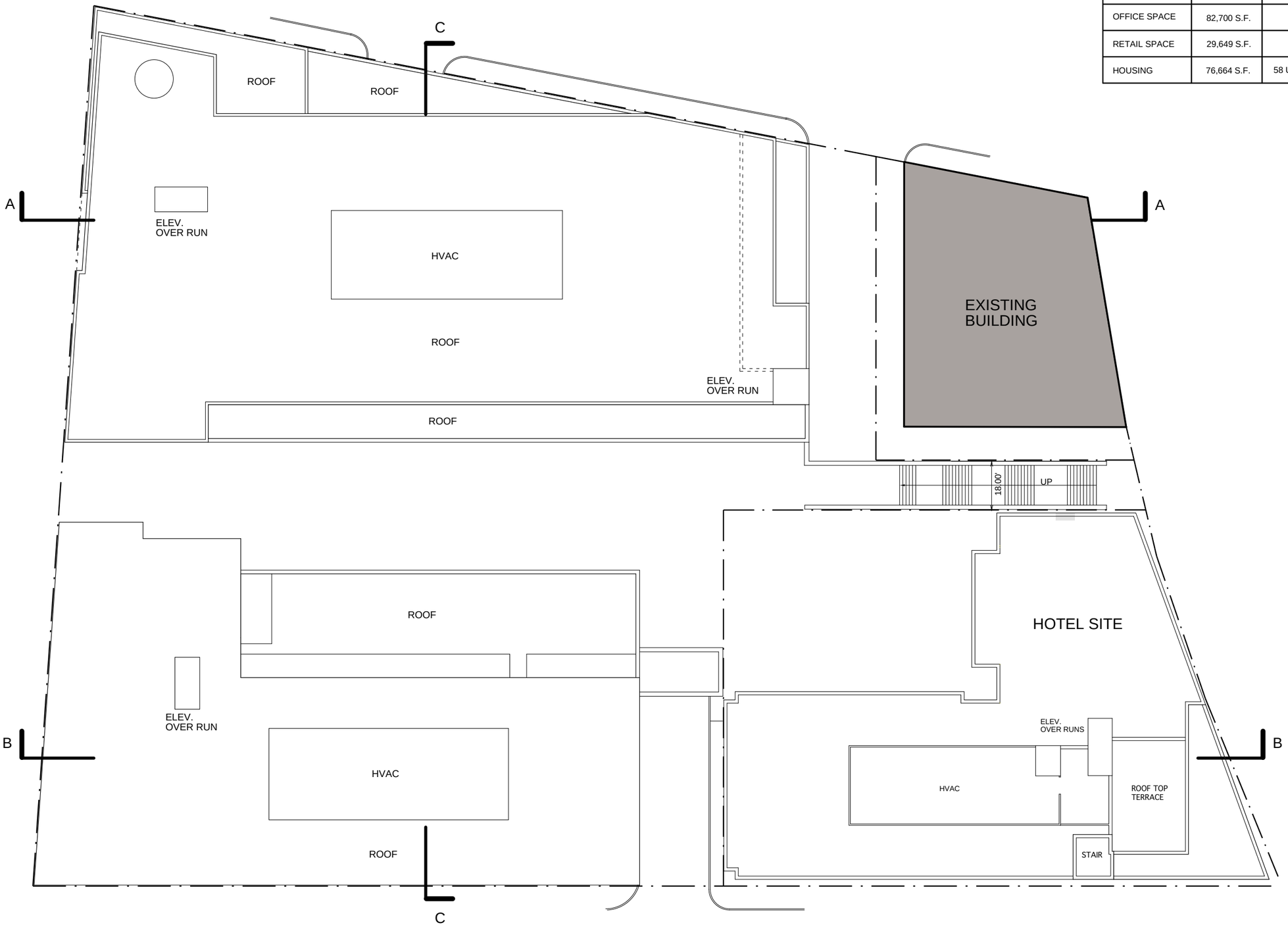
Drawing Title: **LOWER SITE**
Scale: 1/16"=1'-0"

OFFICE LEVEL 2: EL. 74.66'
HOUSING LEVEL 4: EL. 77.30'

Date: 04.03.19
Phase: Permitting

A2.6

PROGRAM USES	AREAS	UNITS
PARKING SPACE	89,947 S.F.	194 SPACES
OFFICE SPACE	82,700 S.F.	-
RETAIL SPACE	29,649 S.F.	-
HOUSING	76,664 S.F.	58 UNITS



Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

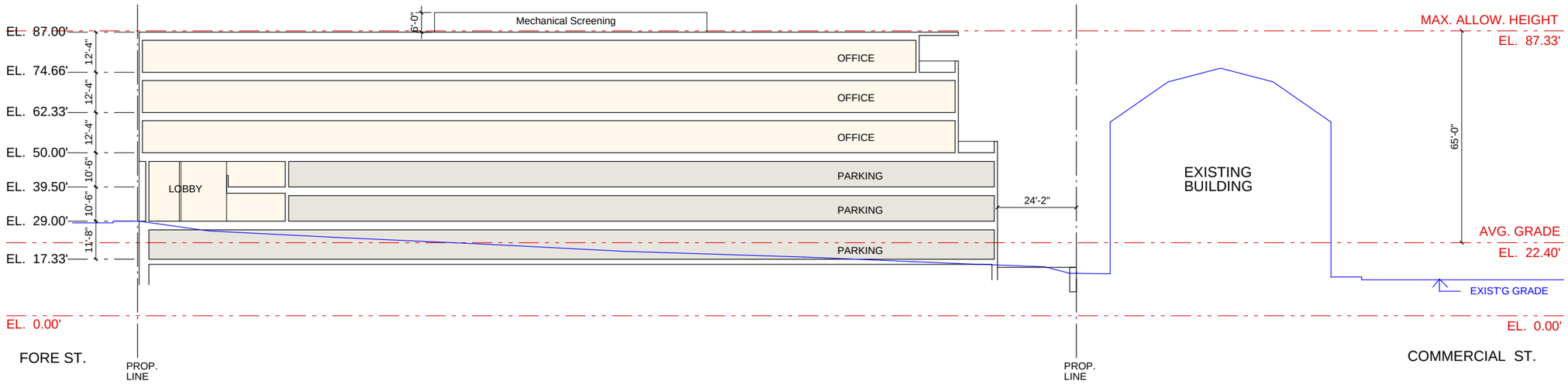
Drawing Title: LOWER SITE

Scale: 1/16"=1'-0"

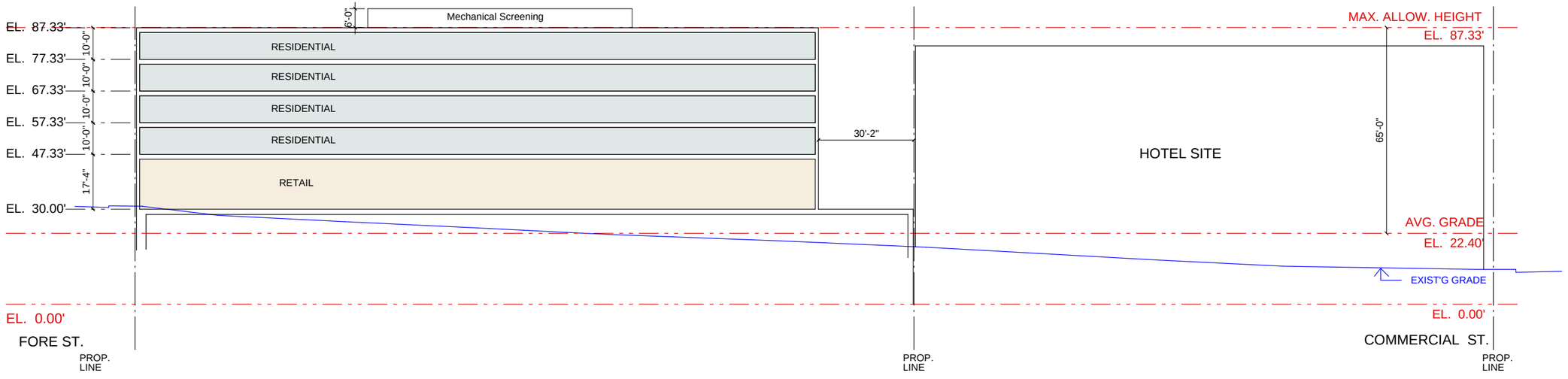
OFFICE ROOF: EL. 87.00'
HOUSING ROOF: EL. 87.30'

Date: 04.03.19
Phase: Permitting

A2.7



SECTION A-A OFFICE BUILDING



SECTION B-B APARTMENT BUILDING / RETAIL

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

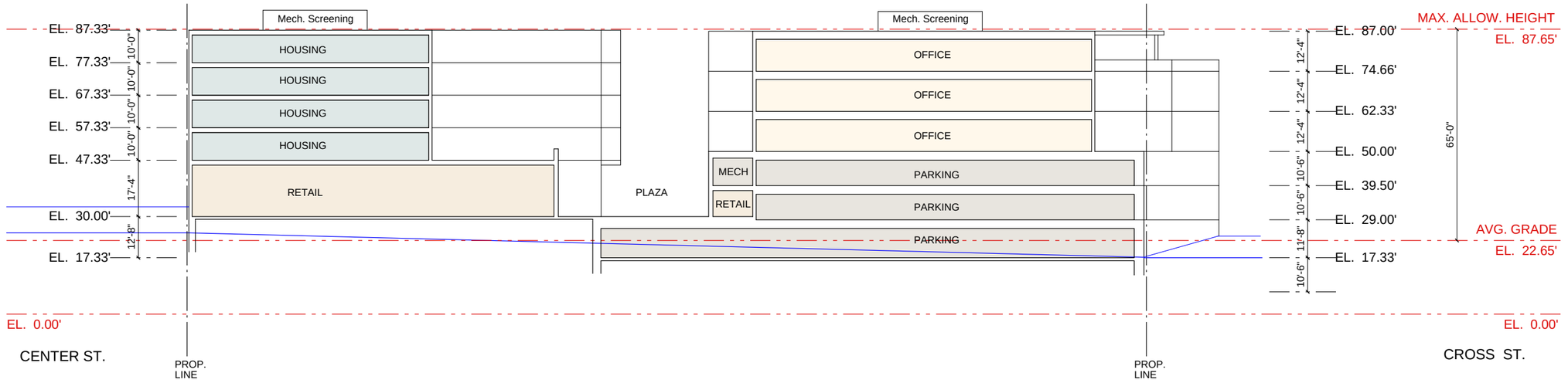
Revisions	#	Date	Description

Drawing Title: LOWER SITE
BUILDING SECTIONS
A-A & B-B

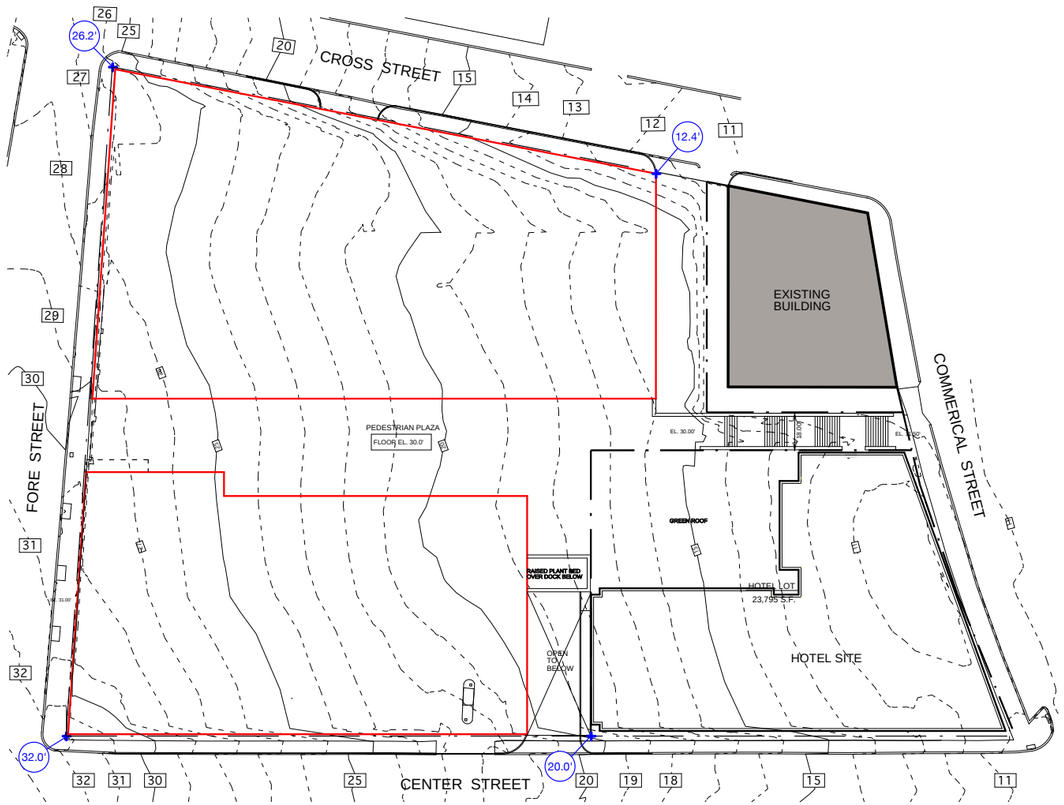
Scale: 1/16"=1'-0"

Date: 04.03.19
Phase: Permitting

A2.8



SECTION C-C OFFICE BUILDING / PLAZA / APARTMENT BUILDING



32' + 26.2' + 12.4' + 20.0' = 90.6'

90.6' / 4 = 22.65' AVERAGE GRADE

AVERAGE GRADE CALCULATION DIAGRAM

Portland Square

MASTER DEVELOPMENT PLAN

Portland, Maine

Owner / Developers
NORTH RIVER, LLC
New York, NY

WINTON SCOTT ARCHITECTS, PA
5 Milk Street
Portland, ME 04101
774-4811
www.wintonscott.com

CARROLL ASSOCIATES LANDSCAPE ARCHITECTS
217 Commercial St, Suite 200
Portland, ME 04101
207.772.1552
www.carroll-assoc.com

WOODARD & CURRAN
41 Hutchins Drive
Portland, ME 04102
800.426.4262
www.woodardcurran.com

BECKER STRUCTURAL ENGINEERS, INC.
75 York Street, Suite 3
Portland, ME 04101
207.879.1838
www.beckerstructural.com

GORRILL PALMER
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106
207.239.7470
www.gorrillpalmer.com

HALEY & ALDRICH, INC.
75 Washington Avenue
Suite 1A
Portland, ME 04101
207.239.7470
www.haleyaldrich.com

Revisions #	Date	Description

Drawing Title: **LOWER SITE**
BUILDING SECTIONS C-C AND AVERAGE GRADE CALC. DIAGRAM

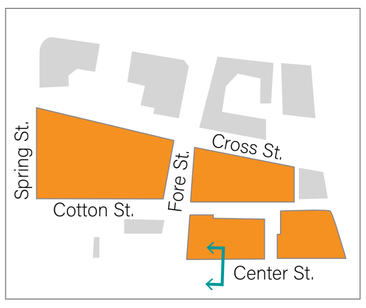
Scale: 1/16"=1'-0"

Date: 04.03.19
Phase: Permitting

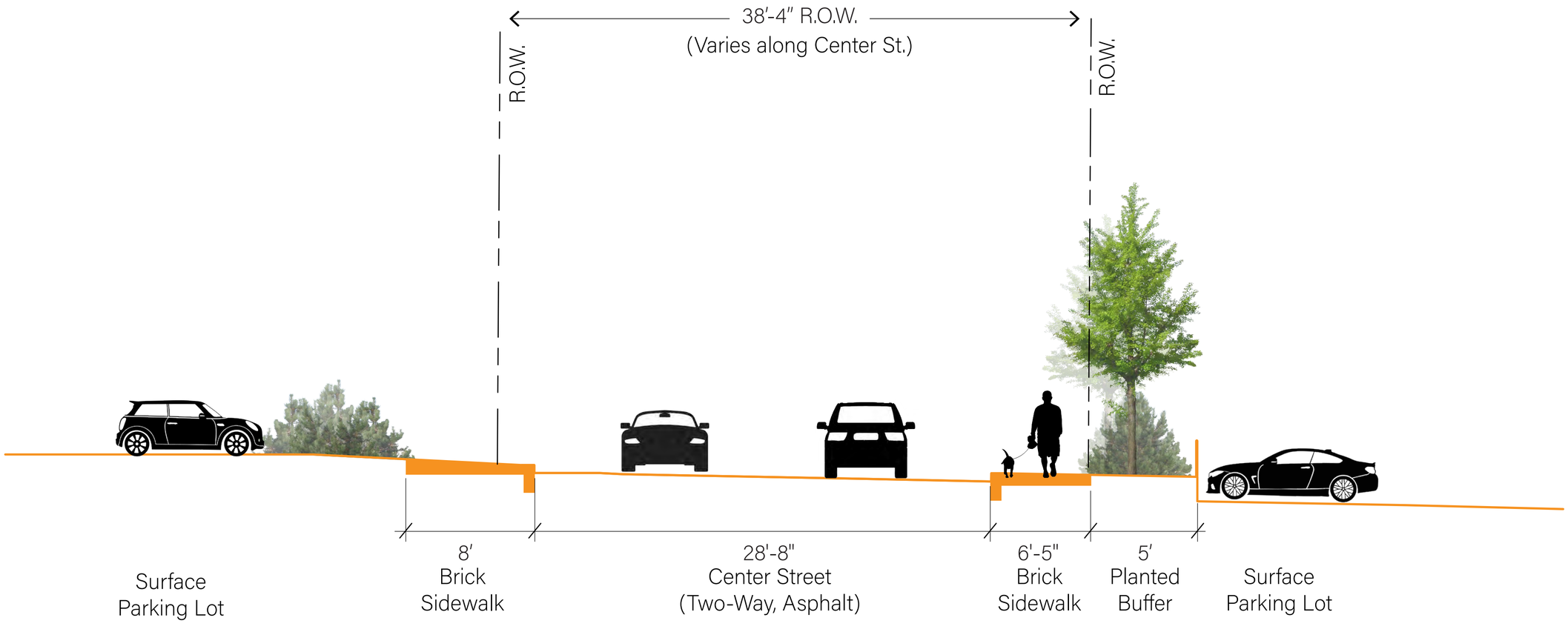
A2.9

PORTLAND SQUARE - MASTER DEVELOPMENT PLAN

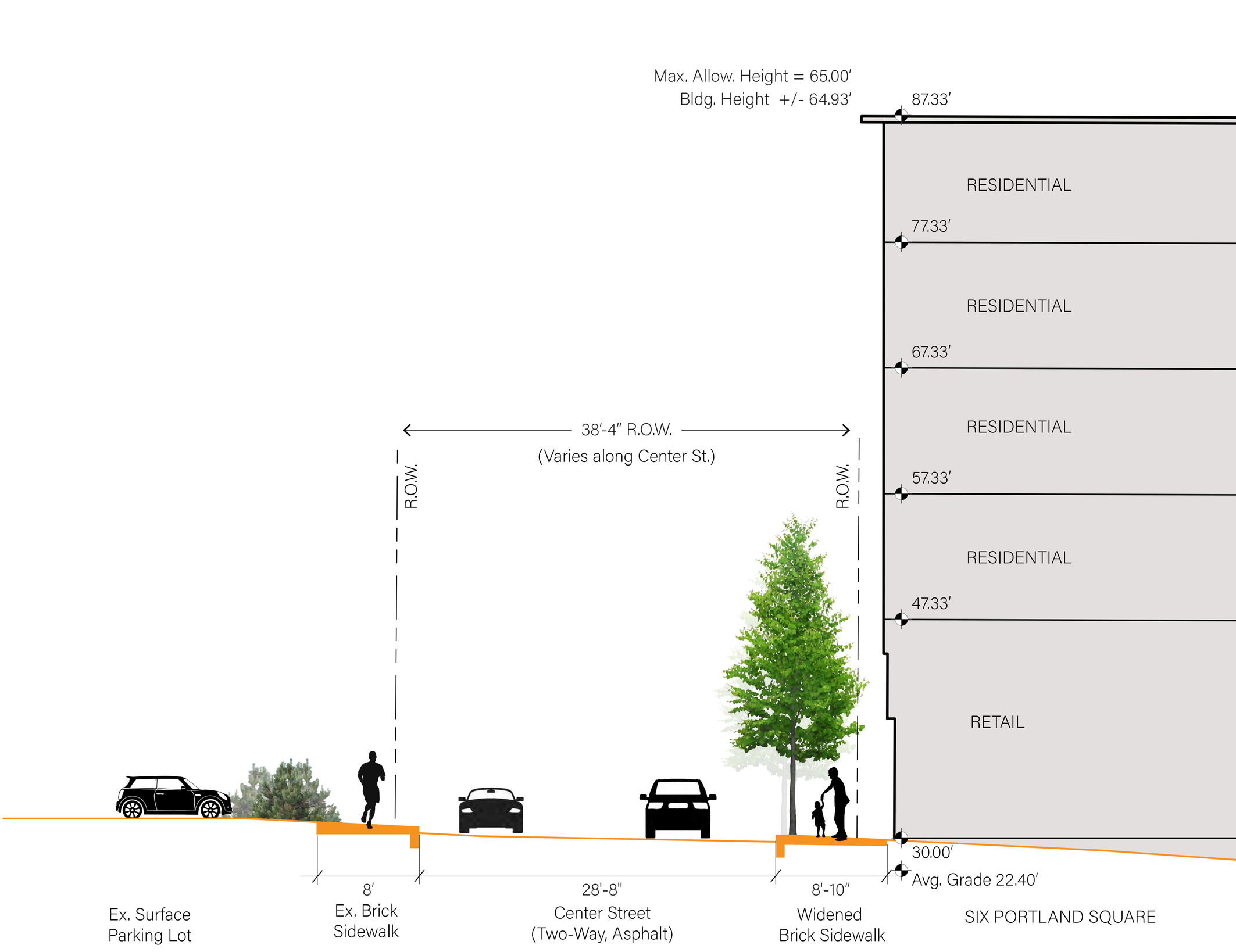
CENTER STREET SECTION



SECTION KEY (NTS)



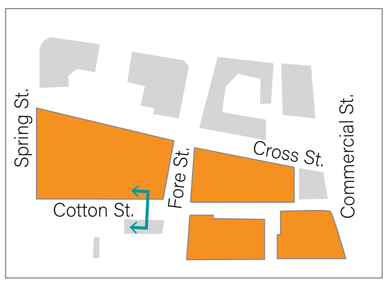
EXISTING CONDITIONS
CENTER ST.



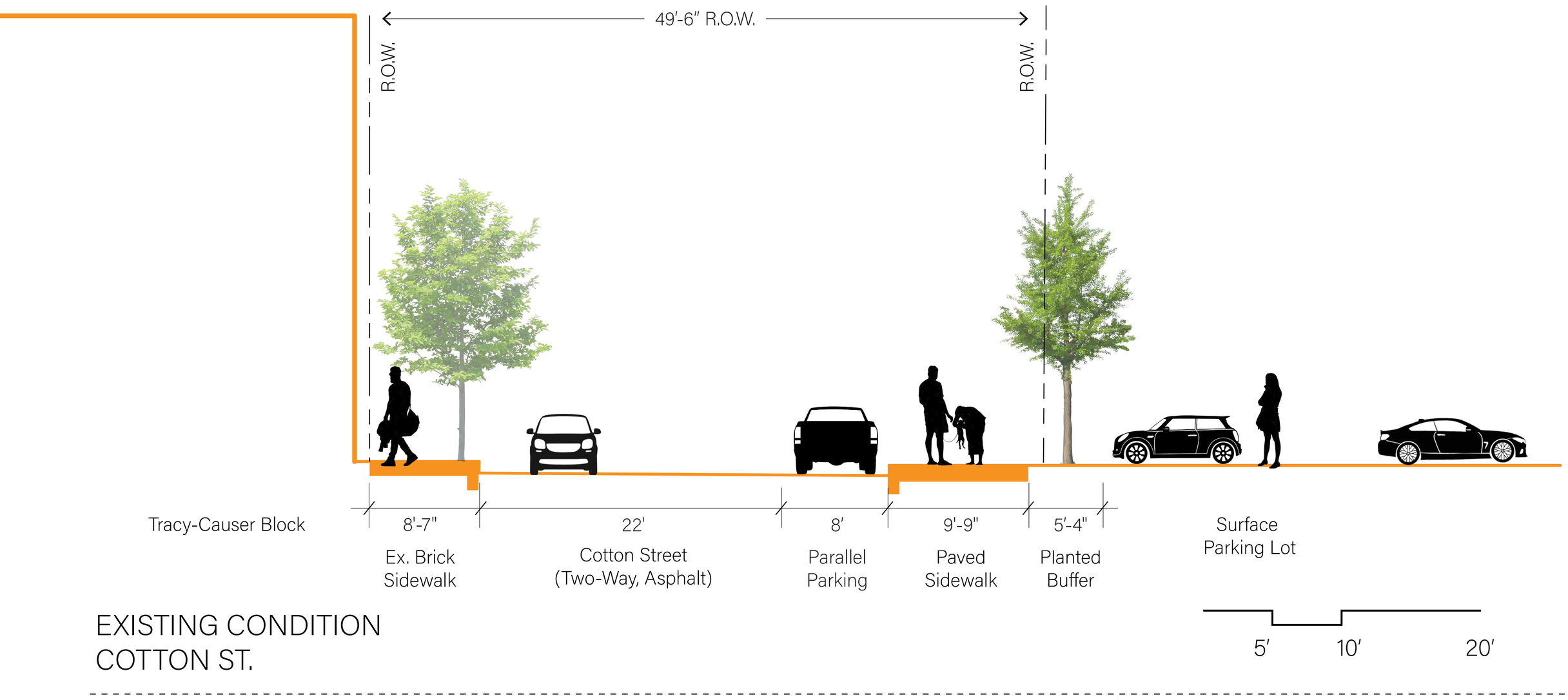
PROPOSED DESIGN
CENTER ST.

PORTLAND SQUARE - MASTER DEVELOPMENT PLAN

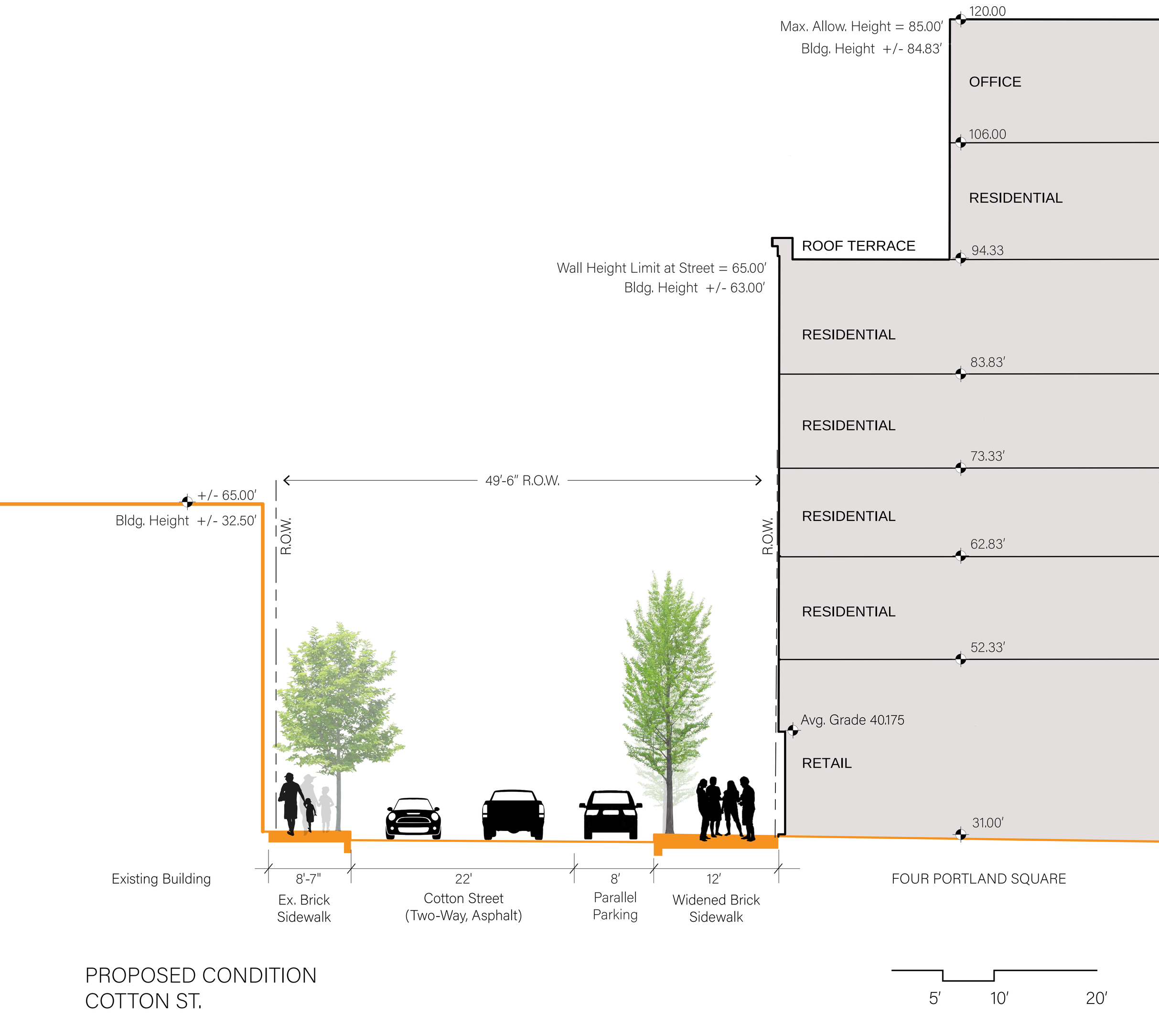
COTTON STREET SECTION



SECTION KEY (NTS)



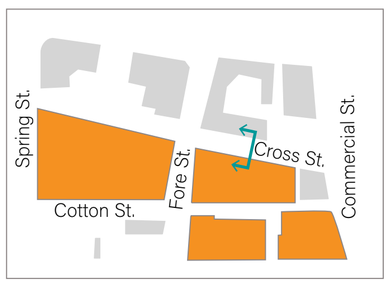
EXISTING CONDITION
COTTON ST.



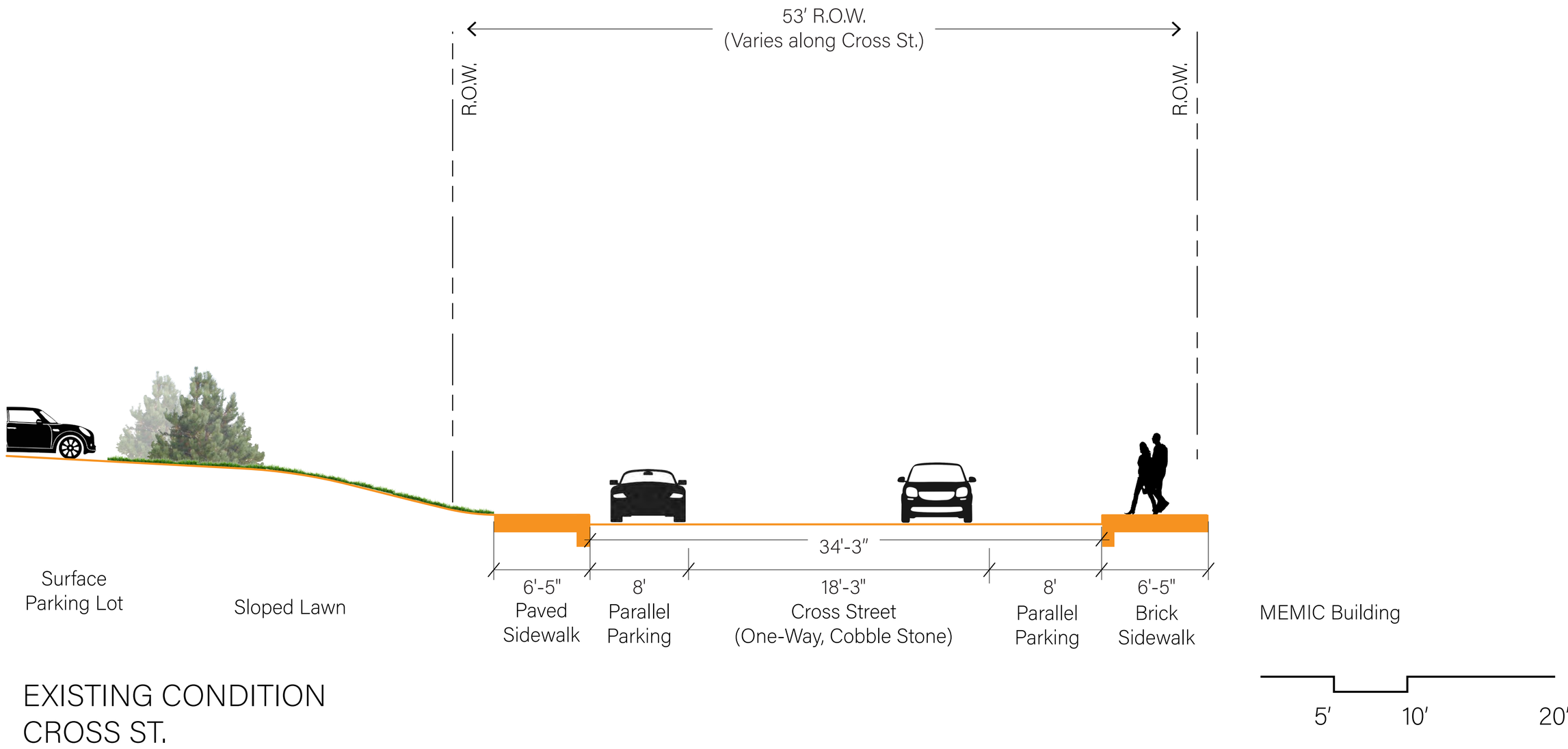
PROPOSED CONDITION
COTTON ST.

PORTLAND SQUARE - MASTER DEVELOPMENT PLAN

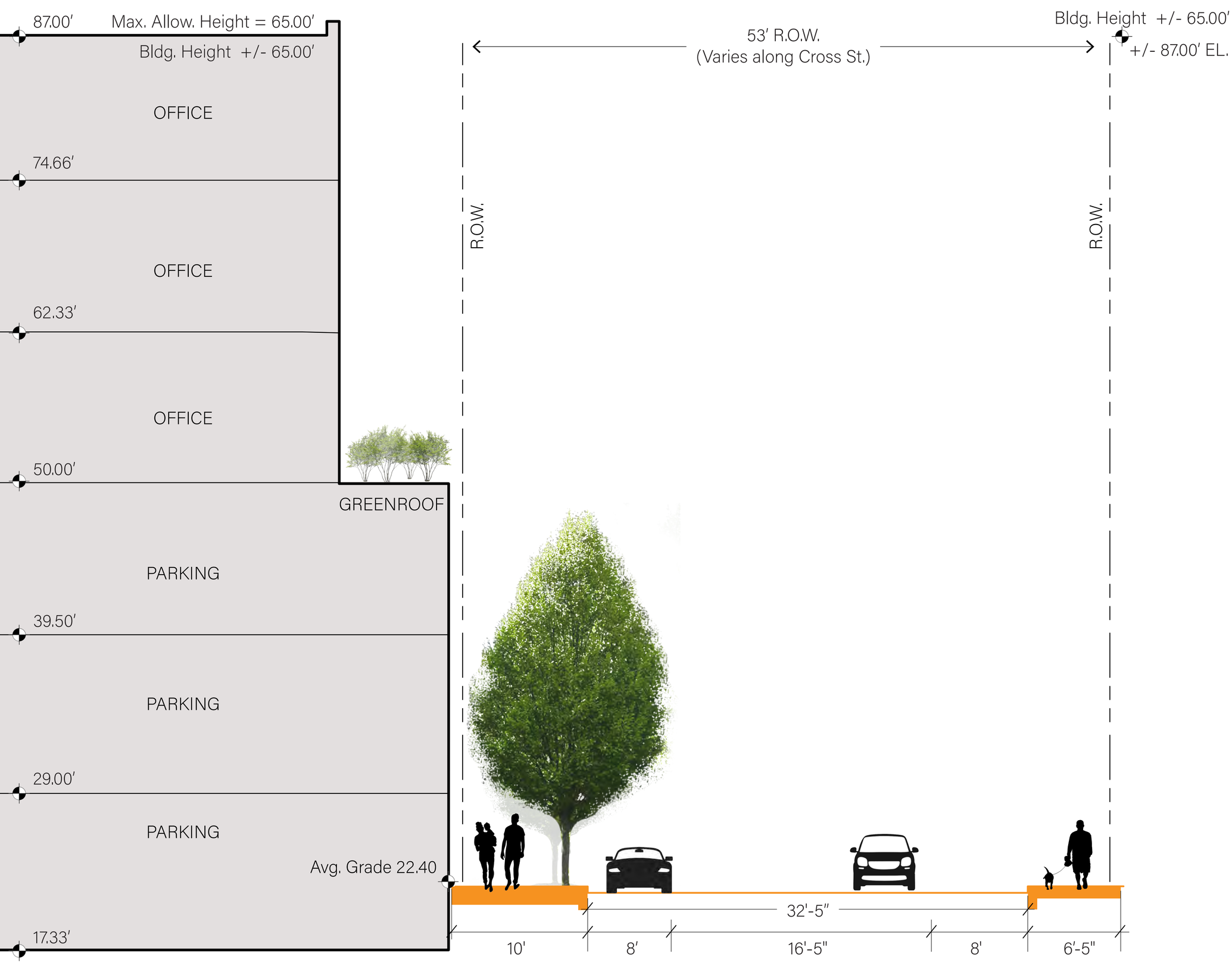
CROSS STREET SECTION



SECTION KEY (NTS)



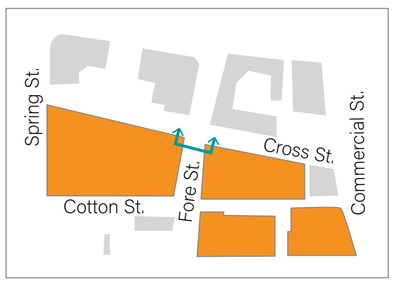
EXISTING CONDITION
CROSS ST.



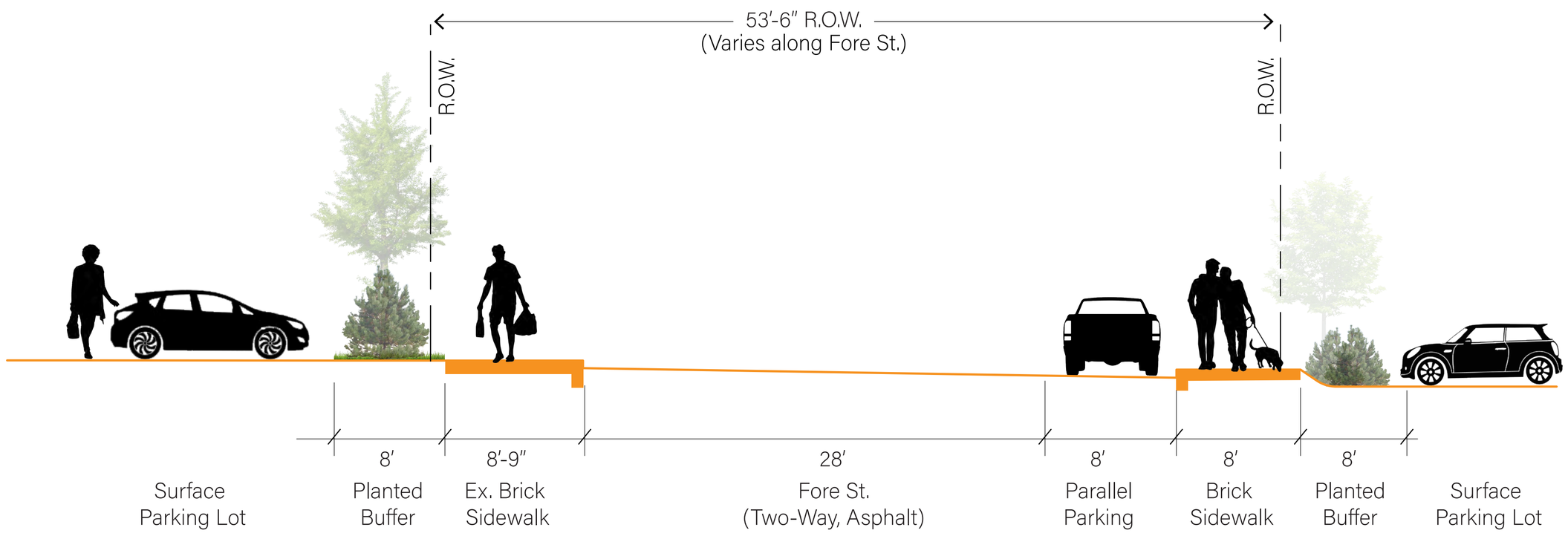
PROPOSED CONDITION
CROSS ST.

PORTLAND SQUARE - MASTER DEVELOPMENT PLAN

FORE STREET SECTION

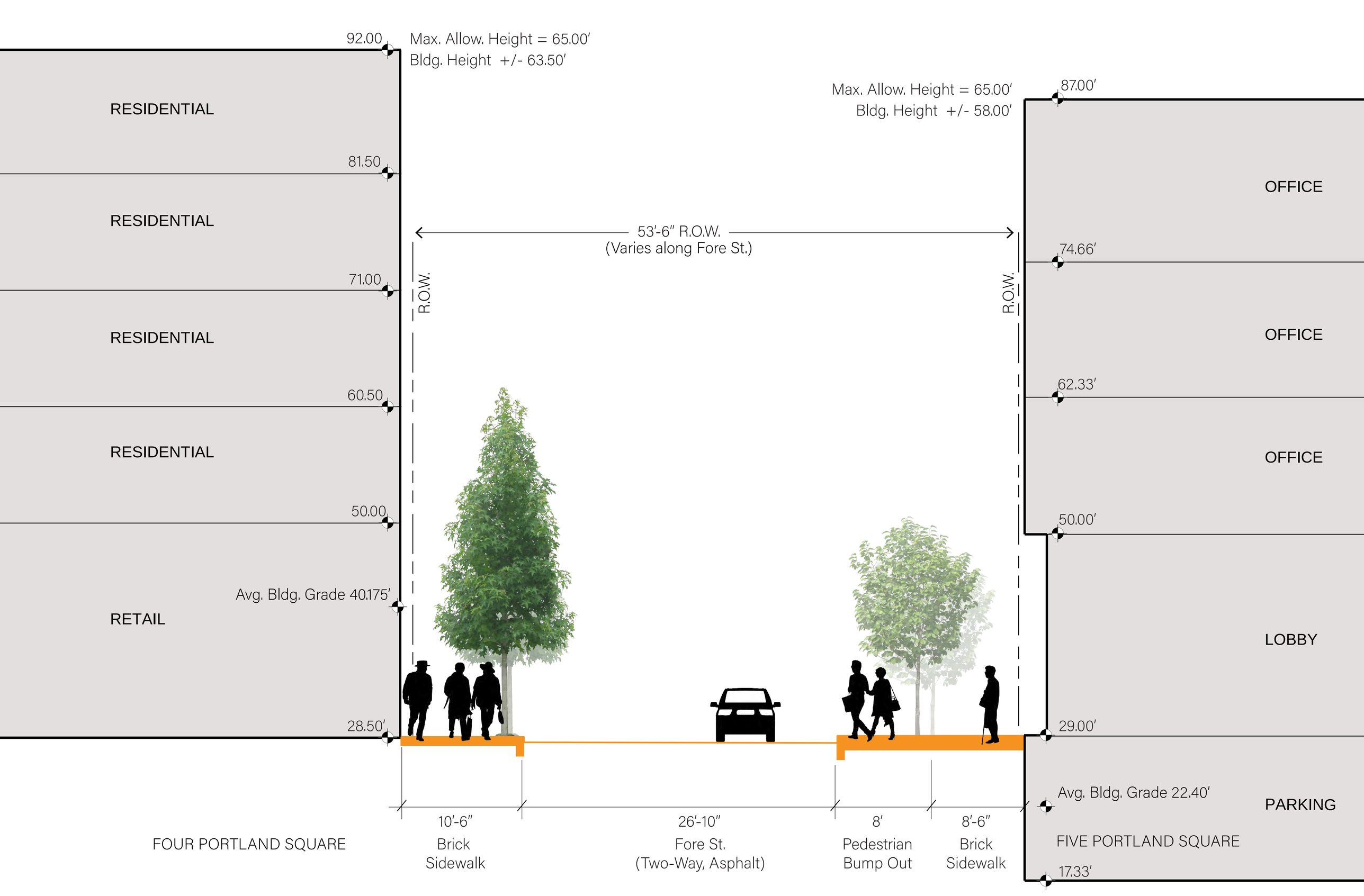


SECTION KEY (NTS)



EXISTING CONDITIONS
FORE ST.

5' 10' 20'

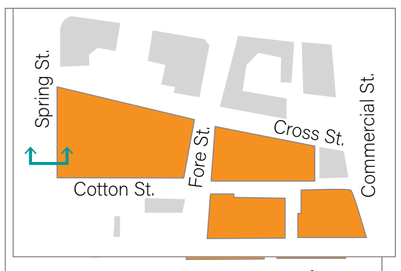


PROPOSED DESIGN
FORE ST.

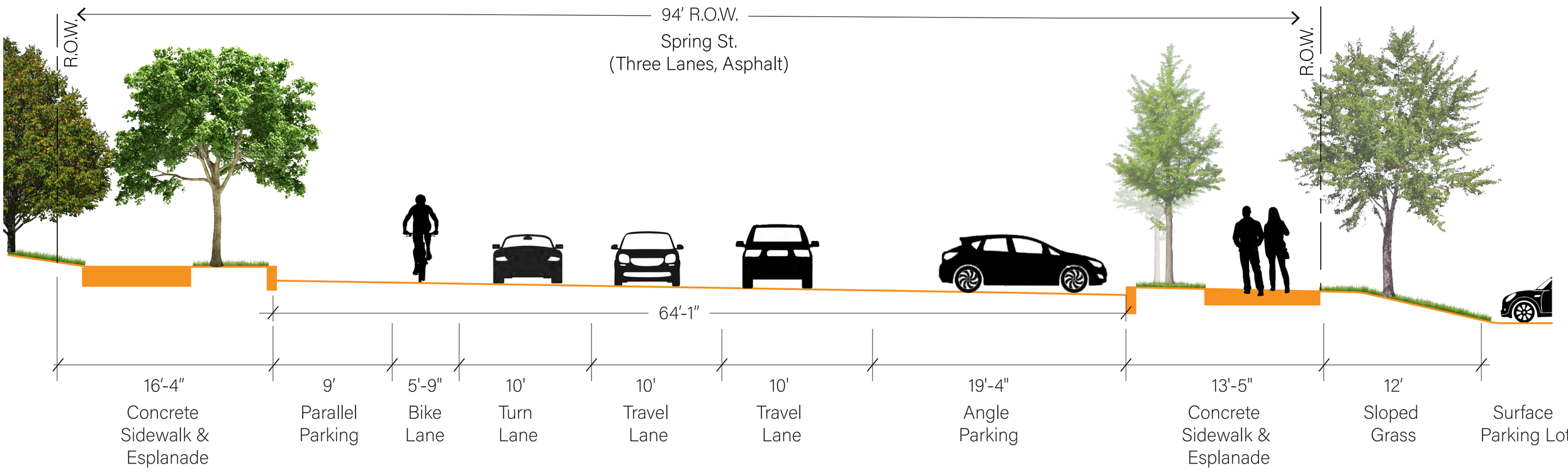
5' 10' 20'

PORTLAND SQUARE - MASTER DEVELOPMENT PLAN

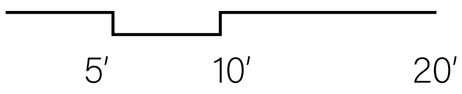
SPRING STREET SECTION

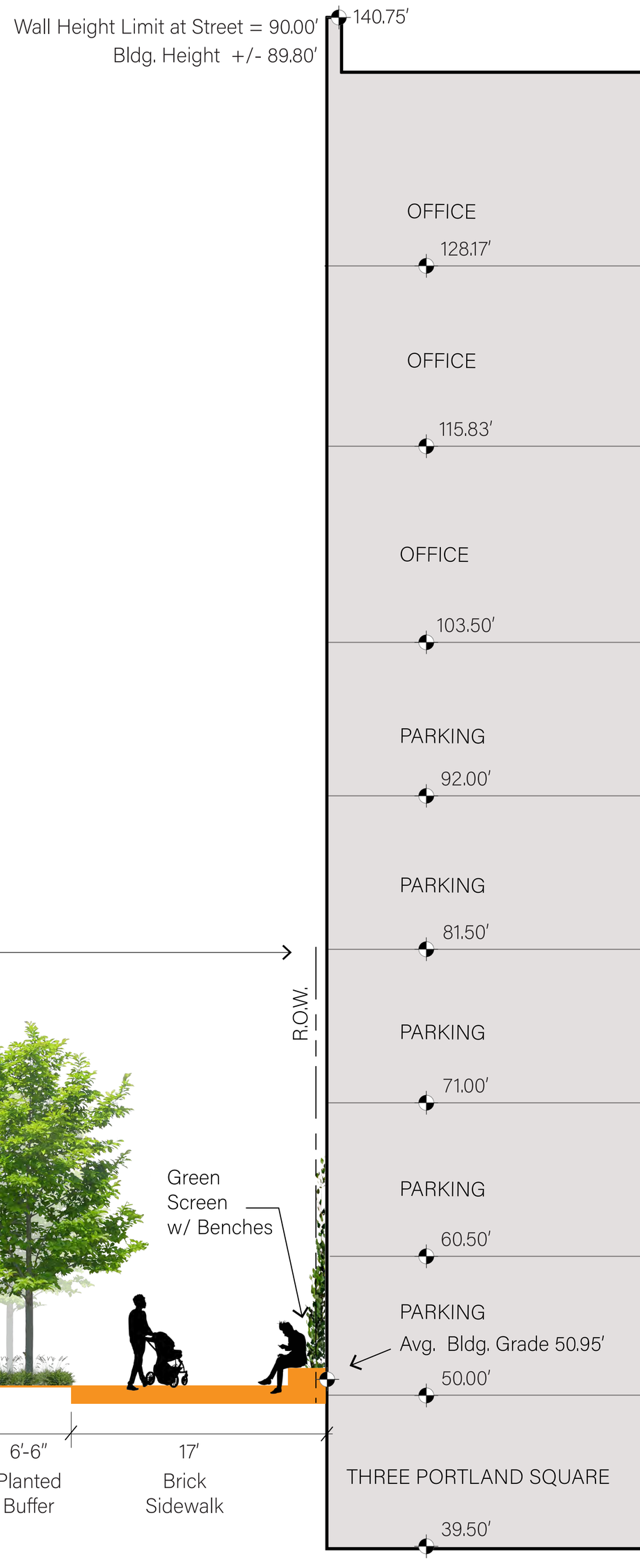


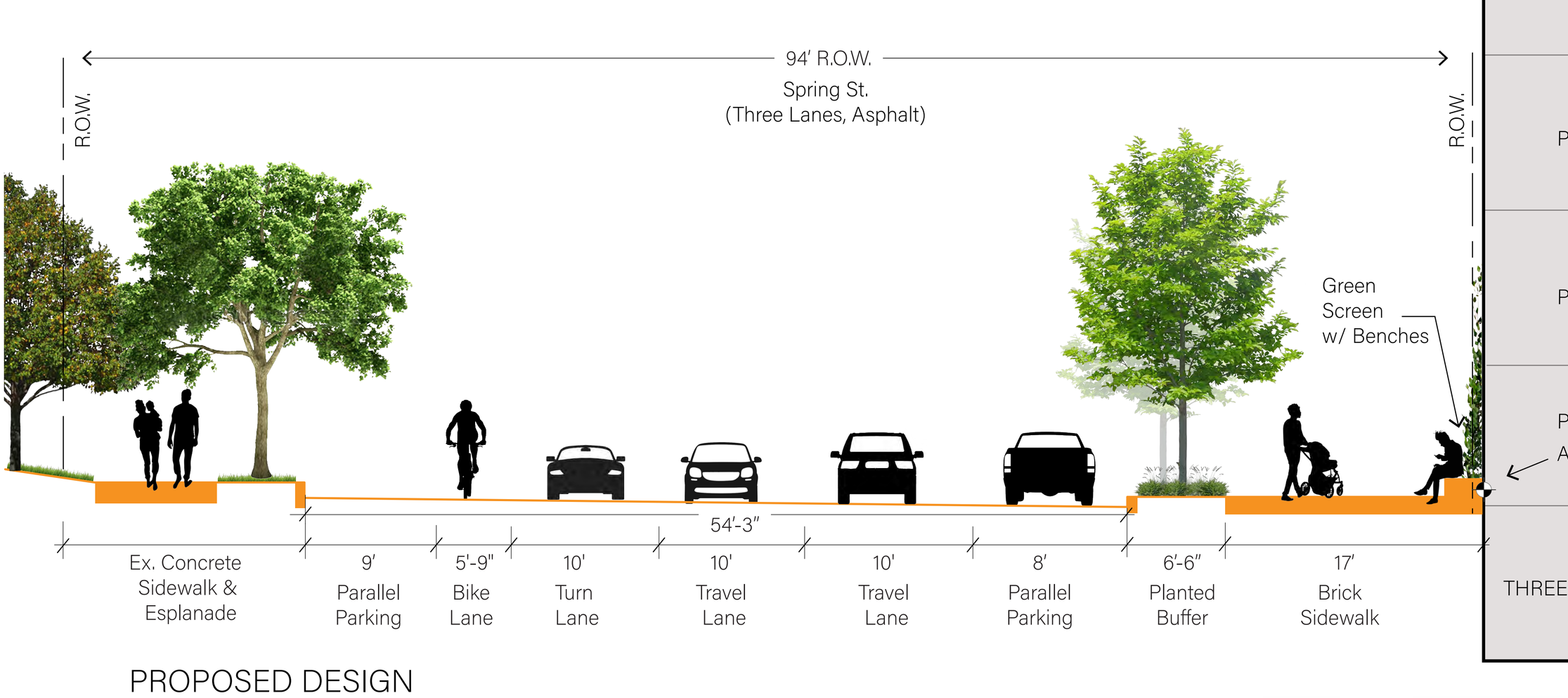
SECTION KEY (NTS)



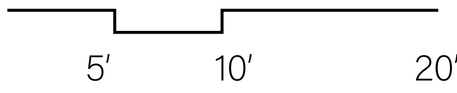
EXISTING CONDITIONS
SPRING ST.







PROPOSED DESIGN
SPRING ST.



PLANNING BOARD REPORT
PORTLAND, MAINE

Renovation and New construction to create 16 residential units
55-59 St Lawrence Street
Level III Subdivision and Site Plan; Conditional Use Inclusionary Zoning
Project # PL000525-2019 and #CU-000604-2019 CBL: 16 E016001
St Lawrence Development, LLC, Applicant

Submitted to: Portland Planning Board Public Hearing Date: August 13, 2019	Prepared by: Jean Fraser Date: August 8, 2019

I. INTRODUCTION

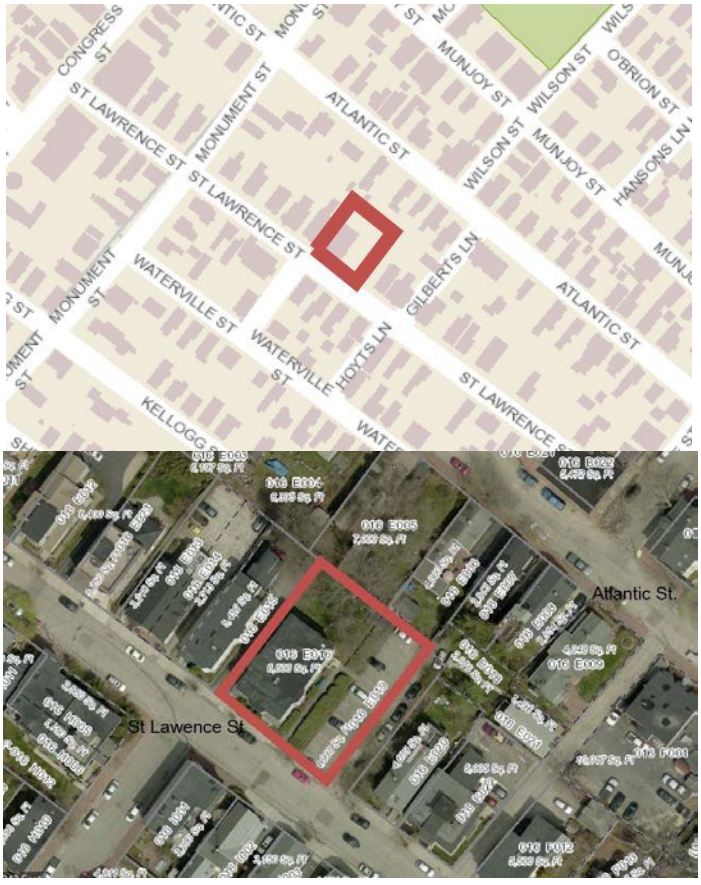
St Lawrence Development, LLC has requested a final review of their Level III Subdivision, Site Plan and Conditional Use application for the renovation of an existing 7-unit apartment building, construction of a 5- level 8 unit residential addition to the existing apartment building, and one stand-alone single-family townhouse on St Lawrence Street.

The development is proposed on a 11,644 sq ft parcel abutting a private 16 foot wide lane that is shared with two other abutters. The parcel is located in the R6 zone and within the Munjoy Hill Neighborhood Conservation District, which includes design standards.

The proposals are subject to the Inclusionary Zoning Conditional Use provisions of the Land Use code.

The existing building and connected addition are proposed to be 45 feet in height, and 15 parking spaces are proposed beneath the building/addition, with one further parking space incorporated into the single family townhome design.

The project was considered at a Planning Board Workshop on July 9th, 2019 where the key issues were the compatibility/integration with the neighborhood, and the need to improve the parking layout.



Applicant: St Lawrence Development, LLC
(Greg Shinberg)
Consultants: Mark Mueller Architects (Mark Mueller)

II. REQUIRED REVIEWS

Waiver Requests	Applicable Standards
Parking Aisle Width – to allow for a parking aisle width behind the compact parking spaces of 21 ft at narrowest point. Staff comments: Staff consider the aisle width to be acceptable, subject to the suggested condition of approval that requires	Technical Standard 1.14 *Parking Lot and Parking Space Design* (*Figures I-28 thru I-31*) requires a 24 foot wide parking aisle for both compact and regular sized parking spaces.

delineation between the parking area and the private lane (see below).	
Waiver Requests	**Applicable Standards**
Compact Parking Spaces – to allow the parking layout to comprise all of the parking spaces to be 8 feet wide minimum and technically 15 of the 16 are "compact" (94%). Staff comments: Staff have reviewed the turning templates and requested column adjustments in order to ensure that all spaces are reasonably accessible. A key concern was that large vehicles parking in short spaces could overhang the private access lane; the plan in Exhibit 3 (Plan P10) shows that this is unlikely. The staff support the waiver subject to a recommended condition of approval requiring a permanent marked delineation along the edge of the lane to signal to motorists parking in spaces 7-16 that they should not be parking outside that line ie in St Lawrence Place.	Technical Manual, *Section 1.14.* In parking areas of over 10 parking spaces, no more than 20% of parking spaces shall be compact in size.
Review	**Applicable Standards**
Site Plan: Multifamily buildings of 21,950 sq ft	Section 14-526
Subdivision: Renovated and New structures totaling 16 dwelling units	Section 14-497
Inclusionary Zoning (IZ): Workforce housing is required for developments of 10 units or more residential units	Section 14-474, Section 14-487
Zoning R-6 MH Neighborhood Conservation District: buildings over 35 feet, setbacks & design	Section 14-140.5 (in addition to R-6 standards)

III. PROJECT DATA

SUBJECT	*DATA*
Existing Zoning	R-6
Existing Use	7-unit residential building
Proposed Use	16-units (existing, addition and townhome)
Bedroom Mix (Apartments)	28 BRs total: (plus townhome) (2) 3-BR units; (9) 2-BR units; (4) 1-BR units
Parcel Size	11,644 sq ft
Building Footprint **--Existing** **--Proposed** **--Net Change**	 2,745 sq ft 5,749 sq ft (both buildings) 3,004 sq ft
Building Floor Area **--Existing** **--Proposed** **--Net Change**	 7,303 sq ft 21,590 sq ft 14,287 sq ft
Impervious Surface Area **--Existing** **--Proposed** **--Net Change**	 6,767 sq ft 9,104 sq ft 2,337 sq ft
Total Disturbed Area	11,644 sq ft
Parking Spaces	16 (10 substandard at 8 feet wide; 6 compact and tandem)
Bicycle Parking Spaces	7
Estimated Cost of Project	Not available

IV. EXISTING CONDITIONS

The site currently includes an existing building, comprising 7 existing apartments and dating from the early 1900s. It is about 35 feet in height and covers just over half of the development parcel, with the remainder consisting of landscaped areas and surface parking for about 12 vehicles.

The site is included in the proposed Munjoy Hill Historic District; the applicant has submitted historic photos of this building (Attachment 17.)

The parcel abuts the private St Lawrence Place that is 16 feet in width and unpaved and uneven in parts. This lane provides access to the parking area for the development parcel and also to land owned by a neighbor at the far eastern end (used for parking). That neighbor (7 Gilbert Lane), the immediate neighbor on St Lawrence (49 St Lawrence) and the applicant (via P&S for 55-59 St Lawrence) all have rights of access over this lane; the deed for 55-59 St Lawrence specifically has rights in common in that lane "to be kept open forever".

Photo of existing parking area

The applicant was requested to provide a legal opinion to clarify the rights to use this lane for access to all of the parking and this was included for the July 9th Planning Board Workshop (*Attachment D1*). After the Workshop the applicant was also requested to provide a title opinion that confirmed the applicant would have rights to pave St Lawrence Place, and that has been submitted and included in *Attachment D2*.

The surrounding area includes residential buildings of a mixed scale and type, although to the rear of the site the scale is predominantly 1.5 story buildings. Two mature trees are on the rear boundary line (technically outside the site) and overhang into the development site.

Photo below courtesy of Jeff Tarling, City Arborist

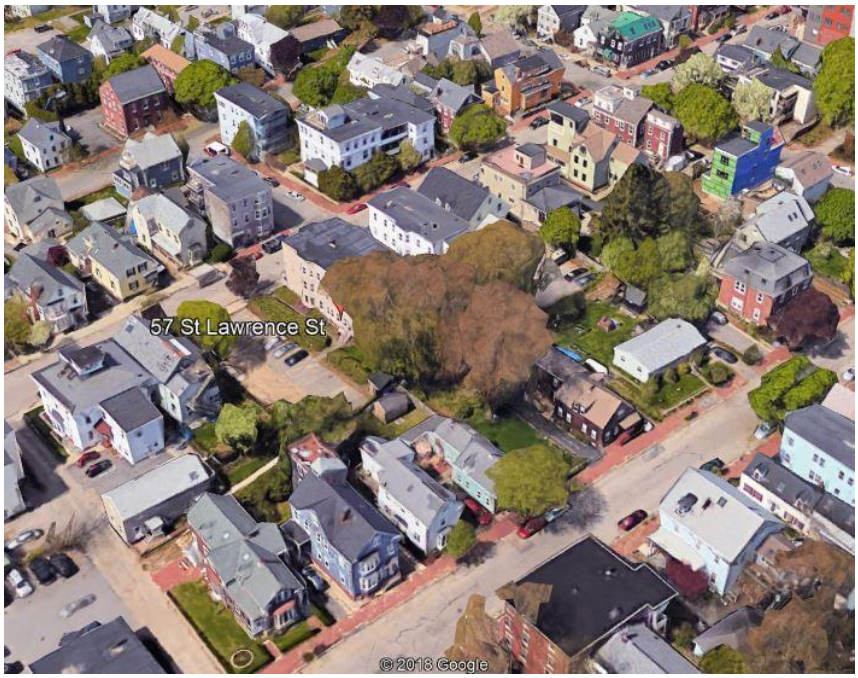


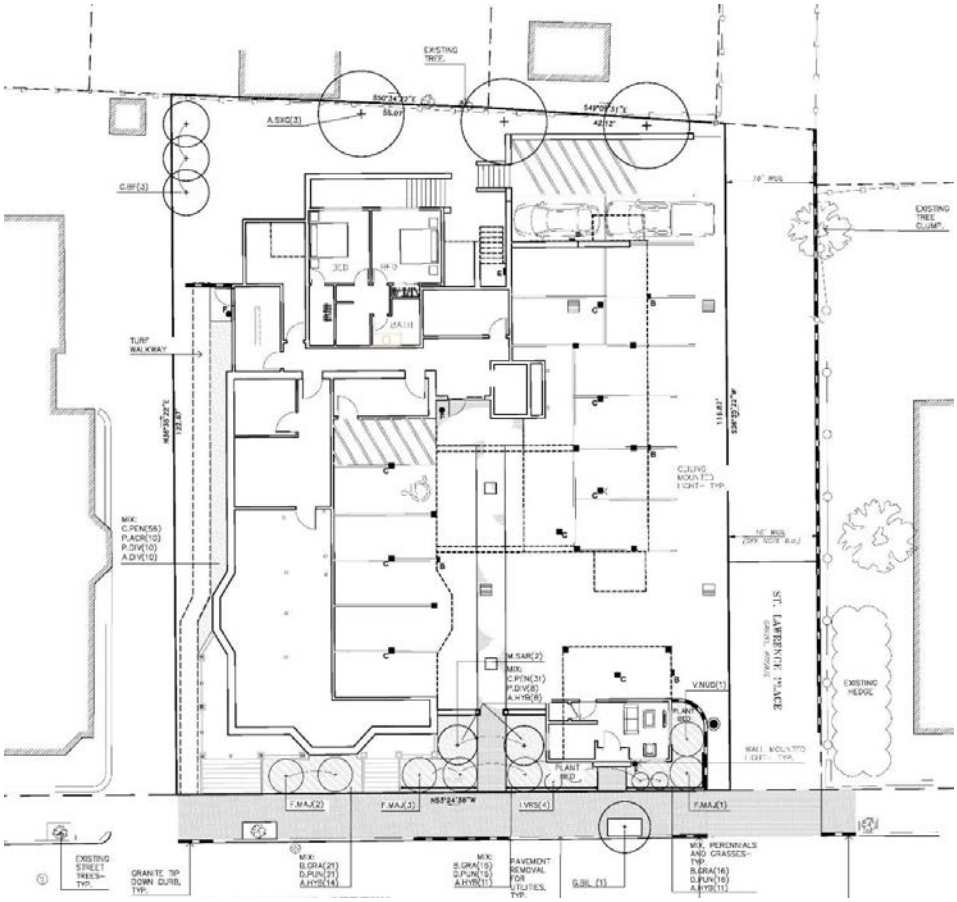
Photo from Google Earth

V. PROPOSED DEVELOPMENT

The proposals generally remain as presented at the July 9th Planning Board Workshop, with a number of revisions as described below and illustrated in the Plan Set. In summary, the proposals include:

- Renovation of the existing 7 unit residential apartment building, with an added partial floor on the roof (45 feet in height); 4 narrow parking spaces and one handicap parking space located below the building off of the vehicle/ pedestrian courtyard.
- Proposed 8-unit, 5-level addition connected to the existing building and wrapping around the rear of the site, partially below grade at the rear (45 feet in height); 10 parking spaces would be provided beneath the building, of which all are under-sized and 6 are tandem.
- Proposed 1 BR 3-story townhome, with its own parking space, on front downhill corner.
- Upgrading of the private (with shared rights) St Lawrence Place to provide access to all of the parking spaces.
- Associated landscaping.

Plan P5 - Landscape:



Following the July 9th Planning Board Workshop, the applicant has responded to the board and staff comments and made the following revisions (see also the Design Review in Section XI D which refers to the design revisions):

- Recessed the main foyer and reconfigured the parking layout to reduce the parking activity near the front entrance to the building, as shown here:

- Identified a "gateway" and pedestrian pathway (brick) from St Lawrence Street to the front main entrance
- Raised the entrance and modified the roof of the townhome in response to comments
- Reached an agreement with the rear neighbor to remove one of the mature trees and stabilize the other

Front elevation facing St Lawrence Street

- Added landscaping in the rear yard
- Reduced the footprint slightly to increase the rear yard and setback

Rear elevation facing Atlantic Street

VI. PUBLIC COMMENT AND NEIGHBORHOOD MEETING

This Hearing was noticed to 251 neighbors and interested parties, and the public notice appeared in the *Portland Press-Herald* on August 2nd and 3rd, 2019. The applicant held a Neighborhood Meeting on June 19, 2019, which was attended by 15 neighbors. The notes are included in Attachment N and it appears that the scale of the project was a key issue.

The Planning Division has received a total of six public comments at the time of completing this Report, three since the Planning Board Workshop (PC4-PC6). The recent comments primarily highlight the excessive scale and massing of the building in the context of the neighborhood.

During the Planning Board Workshop eight members of the public provided comments, including the current owner of the property. The Greater Portland Landmarks representative commended the retention of the existing building, and the project was supported by one other member of the public (PC3). Five neighbors including abutters spoke against the project, primarily because they considered it to be excessive in scale and to overwhelm the smaller homes nearby. Parking and access issues and the loss of affordable apartments were also a concern.

VII. PLANNING BOARD WORKSHOP - JULY 9th, 2019

The Planning Board requested:

- Reconsideration of the parking level to ensure vehicles can exit the site going forward and avoid impacting the safe use of the courtyard and St Lawrence Place (noting that less parking would be supported);
- Reworking of the courtyard area to increase the prominence of the street entrance and ensure safety; where parked vehicles would be backing into the main pedestrian access route to the front entrance
- Consider developing a shared maintenance and management agreement of the lane with all who have rights, to clarify the issues that were raised in the Public Comments;
- Reworking to raise the townhouse entrance and modify the roof per Design Review comments (note that as a separate building it does not need to meet FHA/ADA)

The applicant has revised the proposals to respond to all of these comments. The revisions are generally small but cumulatively improve the overall design. It is understood that the applicant is working with the parties with rights in St Lawrence Place to finalize a *Maintenance and Management Agreement*.

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

Right, Title and Interest: The applicant has submitted a Purchase and Sale agreement for the parcel at 55-59 St Lawrence Street (*Attachment C*). The access to all of the parking spaces on this parcel is proposed to be via an abutting private lane (St Lawrence Place) that is shared (for access) with two abutters (Thayer of 7 Gilbert Lane - *Public Comment PC2* - and 49 St Lawrence).

Staff requested a legal clarification of what rights and obligations would apply to the applicant's project regarding:

- Rights for the applicant to use the private lane to access the subject parcel: The submitted *Legal Opinion* (*Attachment D1*) clarifies, based on a deed review, that the applicants parcel has the right to use the private lane for access and that it must be kept "open" forever. Similar rights are also deeded to the two abutters.

- Rights of the applicant to make physical changes in the private lane, such as the proposed grading, paving and vegetation removal: At the PB Workshop questions, including from an abutter with rights in the lane, were raised over the rights of the applicant to pave St Lawrence Place. Paving of the entire lane is a site plan requirement so this question could not be deferred to future resolution. The applicant has submitted a further *Legal Opinion* (*Attachment D2*) (along with supporting Case Law research) that states that the applicant has the right to pave without the consent of the co-owners, as long as the improvement does not unreasonably impede the use by the other owners.

The City's Associate Corporation Counsel considers that these submissions meet the requirements for demonstrating Right, Title and Interest and being able to undertake the approved site plan. However, it is not the within the purview of the Planning Board to make legal determinations regarding such rights. Corporation Counsel notes that: *a decision to approve the application represents a finding by the Planning Board that the application satisfies the requirements of the City Code, and is approved on the basis of the information provided by the applicant in the record regarding his/her ownership of the property. The applicant has the burden of ensuring that he/she has a legal right to use the property. An approval in no way relieves the applicant of this burden. Nor does an approval constitute a resolution in favor of the applicant on any issues regarding property boundaries, easement rights, ownership or other similar title issues. The applicant is advised to resolve such disputes before expending funds in reliance on this approval.*

Financial and Technical Capacity: The applicant has submitted a letter from Skowhegan Savings that confirms financial capability (*Attachment E*), and technical capacity is outlined in *Attachment F*.

IX. ZONING ANALYSIS

Dimensional and Use Requirements

The project is located in the R6 zone and within the *Munjoy Hill Neighborhood Conservation District. The* following table summarizes the zoning analysis review:

Zoning Provisions	*Standard*	*Evaluation re submitted proposals*
Munjoy Hill Neighborhood Conservation District (14-140.5) *c) DIMENSIONAL STANDARDS*	**Height** - 45" if Affordable unit included (that is no smaller that 50% of the average size of the other units). (See detailed information below)	*Complies with zoning* - The proposals include a one-BR Affordable unit (Unit 103, 610 sq ft) which exceeds the average of the rest of the units.
	Height – Rooftop appurtenances not allowed above permitted height except that HVAC can be up to 5 feet above maximum height if screened and set back 5 ft from building edge	*Complies with zoning* - The applicant has revised the proposals to meet the standard, and submitted calculations to confirm the average grade (in order to confirm proposed height meets zoning) and these are set out in Plan P12; the methodology utilized has been reviewed by the City's Zoning Administrator.
	Minimum Side Yard Setback – Buildings over 35 require 10 ft for all side yards, except a side yard no less than 5 ft is permitted when "used to continue a documented built pattern of the surrounding streetscape, in which case a proportional increase in another side yard must be provided". (Buildings at or below 35 ft have lower side yard requirements as per R6 zone)	*Complies with zoning* - The existing building and the addition are proposed to be increased to 45 ft in height and thus require side yard setbacks to total 20 ft. The side yard on the north side of the existing building is 6.58 ft - which is acceptable as it the existing built pattern - provided that the other side yard is 13.42 ft. The side and rear yards meet the standards.
	Minimum Side Yard Setback on a side street	Not applied; side street is a private access drive
	Minimum Rear Yard Setback - 15 feet required	*Complies with zoning* - All parts of the proposed building are more than 15 feet from the rear property line.
Munjoy Hill Neighborhood Conservation District (14-140.5) *d) DESIGN STANDARDS*	**Design Standard a** – Use simple traditional roof forms and flat roofs permitted in buildings of 3 or more units	The proposals were revised several times to address the Staff and Planning Board comments. Although the roof form is traditional when viewed in the elevation plans, the Design Review (Section XI D) questions its design as the shape is impacted by the building form.
	Design Standard b - first floor shall contain active living space (LR, BR)	
	Design Standard c - Parking not with in the front 10ft depth of the building tandem parking spaces encouraged)	
R6 Zone Ordinance (14-136 Permitted uses)	**(a) Res 2 Multi-family dwellings:** c. A below-grade dwelling unit shall be permitted only if access is provided directly to the outside of the building	*Complies with zoning* - Unit 104 is below the average grade (see Plan P14), but meets zoning because the grade of finished floor elevation of the bedrooms is the same as the elevation just outside.
R6 Dimensional Standards that are not superceded by the MHNCD	**Minimum Lot Size:** 2000 sq ft required	*Complies with zoning* - Assessor's data shows lot as 11,598 sq ft; submitted survey shows it as 11,644 sq ft
	Minimum Lot Area/Dwelling Unit: 725 sq ft required	*Complies with zoning* - The lot area per dwelling unit is 727.75 sq ft.
	Street Frontage: 20 feet required	*Complies with zoning* - The street frontage is 97 feet

(14-139) (a)	**Minimum Front Yard Setback:** 5 ft or average depths of adjacent front yards required	*Complies with zoning* - The existing building is set back 6 ft; the new single-family structure is set back 5 ft; both are less than the average of adjacent yards.
	Maximum Lot Coverage: 60% required	*Complies with zoning* - 48%.
	Maximum Lot Width: 20 feet required	*Complies with zoning* - Lot width is 97 feet
	Landscaped Open space: 20% required (does not include parking areas or other impervious surfaces)	*Complies with Zoning* - The "Landscaped Open Space Plan (Plan P11) confirms that the landscaped open space is 21.96% of the lot. Zoning reviewers confirmed that the proposed turf walkway using *Grasspave2* Grasspavers (type of plastic mesh below grass) can be considered as part of the landscaped OS in this instance (with conditions re: use, visibility of the product & maintenance.)
R6 Dimensional Standards that are not superceded by the MHNCD (14-139) (c)	**Alterations to single family, two-family and multi-family dwellings in existence as of June 15, 2015** shall not result in the creation of any additional dwelling unit of less than 600 sq ft of floor area (excl. common hallways & storage in basement and attic); and shall not result in any existing dwelling unit being reduced in size to less than 1000 sq ft of floor area (same exclusions)	*Complies with Zoning* - The floorplans of the existing building (Plan P13) and the proposed floor plans after renovation (Plan P14) show that this standard has been met.
Parking Requirements (14-330)	The on-site requirement is one space per dwelling unit with the first three units exempt.	*Complies with Zoning* - The requirement for this project would be 13 spaces in total; 12 spaces for the expanded existing building and one space for the single-family townhome (on the peninsula only 1 space per unit is required so the applicant's analysis is incorrect). 16 spaces are provided (not all meet Technical Standards).

X. CONDITIONAL USE- INCLUSIONARY ZONING

Division 30, Section 14-487

The applicant has confirmed his intent to provide one on-site unit (Unit 203 with 2 bedrooms) and confirmed this would have a Deed Restriction that requires the unit will remain affordable for 99 years, and also pay the fee in lieu for the other required .6 of a unit (*Attachment B*).

This proposal meets the requirements of Division 30, Section 14-487, *Ensuring Workforce Housing*, which requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation will be provided in the form of a proportional fee-in-lieu. The in-lieu fee shall be calculated and paid into the Housing Trust Fund as defined in Sec. 14-489, on or before the date upon which a certificate of occupancy is issued. The ordinance under Section 14-487(e)3 also requires the number of bedrooms in the Workforce units shall be at least 10% of the total number of bedrooms made available as part of the development.

The Housing Program Manager (*Attachment 4*), has confirmed the requirements as they relate to this project and recommended associated conditions of approval that have been included in the motion for the Board to consider. She comments:

> *...the designated Workforce Units will be restricted to households earning up to 100% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the applicant is required to: provide a minimum of two (2) workforce units consisting of a total of three (3) bedrooms or; provide one (1) workforce unit consisting of two-bedrooms and pay a proportional fee-in-lieu of $63,654; or pay a fee-in-lieu for 1.6 units (or $169,744). The Applicant has elected to provide one (1) two-bedroom workforce unit on-site, and pay a fractional fee-in-lieu of $63,654 (.6 X $106,090) to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 14-487.*

It should be noted that the proposed one-bedroom workforce unit (see Plan 14) is not part of this calculation as it is included to meet the R6 Overlay District requirement for a height bonus to 45 feet (see above under *Zoning*). However, as it is Workforce housing it would be similarly deed restricted (further details are outlined below and in *Attachment 4*).

Section 14-140.5 c, under R6 Zone

Section 14-140.5 c, Munjoy Hill Neighborhood Conservation Overlay District - Maximum Height, requires developments of three or more units on lots over 2,000 sf, with a building height of greater than 35' to a maximum of 45' in height, to include at least one workforce housing unit for rent or for sale. The Workforce unit shall be no smaller than 50% of the average size of the other units in the development and only be sold or rented to a household at or below the applicable income levels. These workforce units shall be deed restricted for affordability for the longest term possible under state and federal law.

The development at 55-59 St. Lawrence Street proposes the creation of a building that triggers the Maximum Height requirement within the Munjoy Hill Neighborhood Conservation Overlay District. Based on the requirements outlined in Section 14-140.5 c, the Applicant is required to create one (1) one-bedroom unit that is no smaller than 50% of the average size of the other units (or 504 sf). The Applicant has elected to provide unit 103, a one (1) one-bedroom unit that is 610 sf. As such, the project has met the minimum requirements set forth in Section 14-140.5.

XI. DEVELOPMENT REVIEW

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

The applicant has submitted a draft recording plat (*Plan P20.*) that includes a number of incorrect notes and requires further revisions to be consistent with the final site plan. The final plat will also need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry of Deeds within two years of a Planning Board decision.

B. SUBDIVISION STANDARDS

14-497. General Requirements (a) Review Criteria

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

   The applicant has submitted further information regarding erosion control and the proposals meet the standards.

2. Sufficient Water Available (Section 14-497 (a) 2 and 3)
   The applicant has submitted a letter from the Portland Water District that confirms there is sufficient water available and includes conditions regarding the water supply system for this project (*Attachment K*).

3. Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)
   The current proposals provide a 20 foot drive access from St Lawrence Street, which is considered acceptable for the level of use anticipated. Staff have not raised any traffic concerns.

4. Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)
   The proposals propose to manage stormwater impacts by directing stormwater into a Stormtech Chamber system to reduce run off rates and provide treatment. The Peer Engineer has confirmed that the previous comments have been addressed and the project is meets the relevant standards (*Attachment 3*). A stormwater management agreement would be required via a standard condition of approval, to be referenced on the subdivision plat

5. Will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat (Section 14-497 (a) 8)
   The City Arborist has expressed concern regarding the impact on the two mature trees that are located on the rear property boundary - see photo on page 3 and *Attachment 5*. The applicant has responded (Attachment M) that they would coordinate with the abutter regarding limbing of branches and potential removal of at least one of the trees, and the final submissions have included an agreement with the abutter to that effect (*Attachment O*). The Landscape Plan (*Plan P5*) also shows additional tree planting along the boundary.

   The subdivision requirement would be one tree per unit, or 16 street trees, in or near the ROW or provided otherwise as outlined in the City's *Technical Standards*. Two street trees are shown in the ROW on the site plan - one existing and one relocated existing. The applicant has clarified that that a contribution to the tree fund will be made regarding the remainder of the required street trees (A*ttachment B*). The contribution requirement is set out in the City's *Technical Standards* as $400 per tree, so the contribution would be $5,600; a potential condition of approval is included in the motion for the Board to consider.

6. Comprehensive Plan (Section 14-497 (a) 9)
   The proposals address the Housing policies in the *Comprehensive Plan* (*Portland Plan 2030*) through increasing the supply and range of housing available to Portland residents.

7. Adequate financial and technical capacity (Section 14-497 (a) 10) - see above under Section III.

8. Will not, adversely affect the quality or quantity of groundwater (Section 14-497 (a) 12); Is or is not in a flood-prone area (Section 14-497 (a) 13); All potential wetlands are identified (Section 14-497 (a) 14); and Any river, stream or brook within or abutting the proposed subdivision are identified Section 14-497 (a) 15): These standards are not applicable to the project under review.

C. SITE PLAN STANDARDS (Section 14-526)

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

a) Transportation Standards

1. Impact on Surrounding Street Systems and Access and Circulation - The proposals do not raise any concerns regarding these standards.

2. Access and Circulation
The access into the site is acceptable, but the plans and associated detail sheets do not include details regarding the brick sidewalk and driveway apron as requested in the DPW Workshop comments (*Attachment 1a*) and further noted by the Transportation Program Manager (*Attachment* 2). A suggested condition of approval requires further and corrected details for staff review and approval.

3. Public Transit Access- this standard does not apply to this project.

4. Vehicle Parking:
The proposal includes 16 parking spaces, of which:
- All but one are nearly 1 foot narrower than specified by the Technical Standards for a regular parking space and are considered to be "compact"; a waiver for these dimensions has been requested (*Attachment G*)
- 6 of the spaces are also shorter and are configured in 3 sets of tandem spaces (tandem parking spaces are encouraged in the Munjoy Hill Neighborhood Overlay district); these abut St Lawrence Place (private lane shared with 2 abutters)
- The parking aisle behind the three sets of tandem spaces measures 21 ft to the edge of St Lawrence Place (24 ft is the *Technical Standard*, so a waiver is necessary.

The applicant was requested to submit turning templates to show that the reduced parking aisle and smaller parking spaces would allow vehicles to access the spaces reasonably easily and be able to exit the site going forward (backing out is not allowed under the city's *Technical Standards*). These were submitted and are included in *Plan P10*.

Regarding the parking layout, staff had two concerns as detailed at the Planning Board workshop:

- That the tandem compacts would result in vehicles overhanging the space and intruding into the private lane which is not part of the development parcel. It would be impossible for any party to enforce the occupancy of these spaces by compact cars and this concern is underscored by the fact that the parking aisle width is below the *Technical Standard*. The applicant has submitted a plan (*Exhibit 3 in Plan P10*) that illustrates that a larger vehicle would not necessarily encroach onto the lane. Staff consider the final layout to be acceptable, subject to a recommended condition (see below) that the edge of St Lawrence Place be delineated with a permanent line so that motorists will be reminded to keep the parked vehicles inside that line.

- That the narrow spaces and location of columns would result in potential congestion in the lane and courtyard and compromise pedestrian safety. The DPW reviewing engineer Mike Tremblay has spent time since the Workshop highlighting the detailed concerns, and the applicant has revised the layout and design of the columns to improve the layout. DPW support the parking layout and associated waivers (also see detail under the Waivers section II above) (*Attachment 1b*)

DPW have provided final comments that clarify the basis of the final review (*Att. 1b*):

Based on my review of the new site plan layout and parking maneuvers submitted today (8/7/2019), I have the following final comments for your inclusion in your report:

- *The Applicant has adjusted column widths to achieve an 8'-0" minimum between all spaces. No spaces measure less than the City minimum for compact spaces.*

- *Turning maneuvers provided have shown that vehicles can enter and exit each space without excessive maneuvering. The spaces that seem to present the most difficulty are spaces 13-16 (the tandem spaces off St. Lawrence Place), where three distinct backing maneuvers are required for a larger passenger vehicle, and space 5 (the handicap parking space), where two distinct backing maneuvers are required for a larger passenger vehicle to exit (Exhibit 3.3 for both). Average sized passenger vehicles can exit spaces 13-16 with two distinct backing maneuvers, and can exit space 5 with a single backing maneuver. As shown in Figures 3.0 and 3.2, average-sized and larger passenger vehicles (respectively) can generally enter all spaces. It should be noted that some spaces are easier to enter and exit if they are backed in; additional maneuvers may be required for some spaces if the driver opts to pull in. The Applicant is encouraged to inform residents assigned to each space as to the easiest and most efficient way to enter and exit the space(s) they are assigned, and to assign residents spaces according to the size vehicle they intend to bring. It should be noted that the City does not have any oversight of parking management on approved projects unless parking issues affect the public ROW.*

- *The Applicant has provided delineation of a pedestrian walkway within the parking area in the vicinity of spaces 1-6. The Applicant is encouraged to use a separate (but similarly sturdy) material to ensure that visibility does not wane over time, and to provide some texture compared to the rest of the parking area so that motorists can feel when they are backing over the walkway. If the applicant simply uses paint to delineate this walkway, it shall be maintained as needed to provide continuing guidance. The walkway should have ADA-accessible cross-slopes between the sidewalk and building entrance.*

- *Delineation should be provided between the parking area and the driveway portion of St. Lawrence Place, to signal to motorists parking in spaces 7-16 that they should not be parking within St. Lawrence Place. This delineation is encouraged to be a separate material so that the delineation does not wear away over time. If paint is used, it shall be refreshed as needed.*

5. Bicycle Parking: The site plan requirement is for 2 bicycle parking spaces for every 5 dwelling units and a total of 7. Although bicycle parking storage is noted on the site plan, but it is not clear where the 7 spaces are proposed to be located; one or more should be visible and accessible from the sidewalk/ROW. Further detail/clarification is requested in a suggested condition of approval.

6. Transportation Demand Management - this standard does not apply to this project.

b) Environmental Quality Standards

1. Preservation of Significant Natural Features - does not apply to this project.

2. Landscaping and Landscape Preservation

The applicant has addressed the staff workshop comments:

- A signed agreement with the owners of the two mature trees along the rear boundary has been submitted in *Attachment O* to confirm that the mature silver maple in poor condition would be removed and the other stabilized and limbed. This addresses the comments that requested resolution of the treatment/preservation/replacement of the mature trees along the rear boundary; and
- The Landscape Plan in *Plan P5* has added three maples along the rear boundary, which address the request for consideration of additional tree and other planting to soften the impact of the 5-level elevation where it faced nearby residences.

3. Water Quality, Stormwater Management and Erosion Control

The Peer Engineer Reviewer has confirmed that the final proposals have addressed the earlier comments and are acceptable (*Attachment 3.*).

c) Public Infrastructure and Community Safety Standards

1. Consistency with City Master Plans - The applicant has submitted a Construction Management Plan and Narrative (Plan P19) which needs further revisions as noted in the DPW review comments (*Attachment 1c*); a suggested condition of approval references this requirement.

2. Public Safety and Fire Prevention - reviewers consider the proposals to be acceptable.

3. Availability and Adequate Capacity of Public Utilities - confirmation from all of the utilities are included in *Attachment K*.

d) Site Design Standards

1. Massing, Ventilation and Wind Impact; Shadows; Snow and Ice Loading; View Corridors; Noise and Vibration; Signage and Wayfinding - the massing of the project is discussed below under the Design Review; otherwise these standards are not applicable to this project.

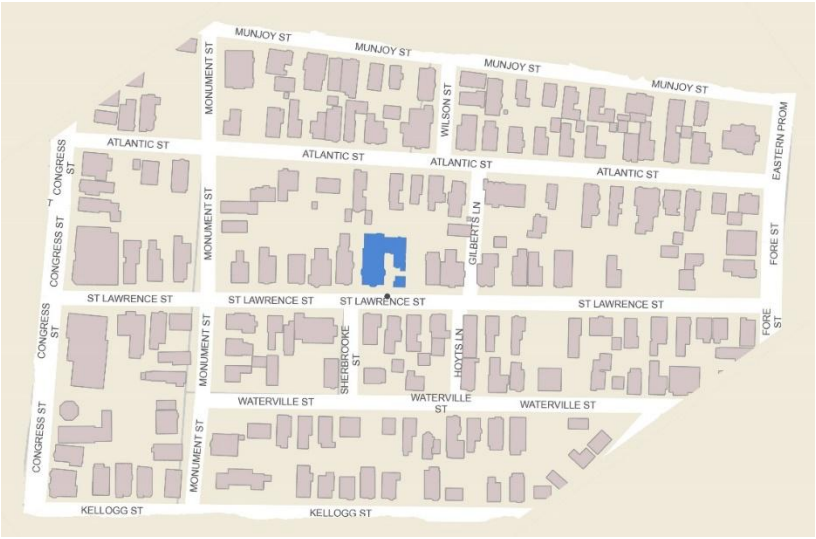
2. Historic Resources - no formal review is required, but it is noted that the original early 1900s building is being retained and refurbished to reinstate some historic features, and that the site is within the proposed Munjoy Hill Historic District (under consideration; not yet adopted).

3. Exterior Lighting - A revised Photometric Plan was submitted as part of the final submission (*Plan P9*). The *Plan* has addressed the staff workshop comments by incorporating lighting in the access lane, but the light levels in the courtyard exceed the Technical Standards and it is not clear if there is adequate lighting at the pedestrian entrance area near St Lawrence Street. A suggested condition of approval requests a revised Photometric Plan to address these questions and to also include the specifications (cut sheets) for the light fixtures.

D. DESIGN STANDARDS IN THE SITE PLAN ORDINANCE

The proposed buildings meet the dimensional requirements of the R-6 zone and Munjoy Hill Conservation Overlay District. The proposal must also meet the applicable Design Review Standards, which are:

- *Munjoy Hill Neighborhood Conservation District* - Design Standards (see above under *Zoning* for zoning dimensional standards)
    - Design Standard a – Use simple traditional roof forms and flat roofs permitted in buildings of 3 or more units
    - Design Standard b - First floor shall contain active living space (LR, BR)
    - Design Standard c - Parking lot within the front 10ft depth of the building
- (*i*) ***TWO-FAMILY, SPECIAL NEEDS INDEPENDENT LIVING UNITS, MULTIPLE-FAMILY, LODGING HOUSES, BED AND BREAKFASTS, AND EMERGENCY SHELTERS*** - (includes 6 standards - listed below under the detailed Design Review findings)



Neighborhood Context

Both standards reference the neighborhood context and the applicant provided graphics regarding the relationship of the overall development to the surrounding area (see photos and analysis and the plan to right (**Plan P17**).

Design Review

Submitted Neighborhood Map (*also in Plan P17*)

The design review has been undertaken by the City's Urban Designer and planning staff and the final review is included below, and all of the design review comments are in Attachment 6.

Following the July 9th Planning Board Workshop, the design has been revised to address many of the staff and Planning board comments, including the entrance to the townhome and the range of materials on the larger building. There have been two iterations of staff review: the applicant submitted final proposals on July 22, 2019 and staff highlighted outstanding concerns in an email on August 1, 2019 (*Attachment 6*). The final proposal in this Report addresses those comments and a "response to comments" has been provided in *Attachment H*.

On the following page the front elevation as presented in each iteration is included to show how the design has evolved in a general sense. The final design review noted that the plans did not confirm material selections and did not fully meet the design standards, with emphasis on the following; a suggested condition of approval states:

The applicant shall provide final elevations and details that include the details of the materials, and address the final Design Review comments, for review and approval by the Planning Authority.

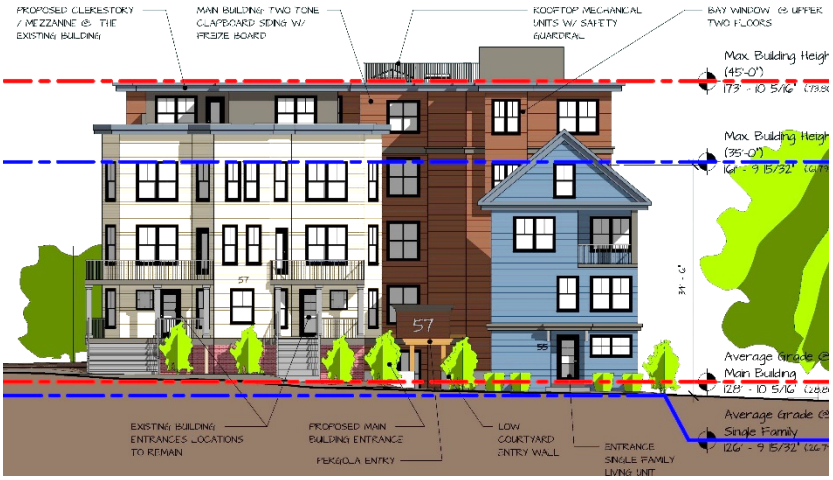
- **Multi-family 15-unit building** (key concern):
  - *Complexity* - has been revised to be less complicated, but the design review concluded that since the form, height and massing deviate from contextual patterns, that it is particularly important that the details be simple and complement the surrounding residential area;
  - *Entrance Design* – the applicant added detail to increase the prominence and legibility of the entrance (important given that here are three entrances on St Lawrence Street) - but the Design Review finds that it does not achieve that objective and that the style is not in keeping with the nearby architectural features (eg porch of the existing building).
- **Town home** (lesser concern):
  - *Roof and building form* - has been revised but the design review finds that the form of the building is still not in keeping with neighborhood patterns;
  - *Façade composition* – also revised, but the design review questioned the more contemporary features such as the recessed balcony.

Evolution of the Design

As presented to PB workshop July 9 2019:

As submitted July 22, 2019 as part of the final submissions:

Submitted as "final" on August 7, 2019 to address staff e-mail dated 8.1.19:



Design Review

(From Design Review memo dated 8.8.19, Attachment 6)

Outstanding issues:

- Multi-family entrance design: The applicant has been working through several iterations of the multi-family entrance at the street and interior courtyard. Given that there are multiple entrances and that the main entrance is far from the street – legibility is critical. Staff find the most recent designs to be problematic in two ways:

- First, the style of the design is incongruous with the style of the multi-family building at the street thus compromising the legibility of this entrance as belonging to the multi-family building.
- Secondly, the design needs to further emphasize the entrance and create a clear, safe transition from the sidewalk to the door. The parapet with building number set back from the street is awkward in design and will have little impact on wayfinding – staff suggest this element be removed and that the building address appear at the street entrance, not so far back from the sidewalk. Staff further suggest that the building entrance take on a "side porch" quality using materials and language taken from the existing multi-family building and referencing the side porches found throughout the neighborhood. This approach will address the two concerns regarding design cohesiveness and legibility/prominence of the main entrance.

- Multi-family complexity: Staff continue to raise concern about the multi-family building as it relates to its context, which is comprised of buildings with simple forms, massing, and material application. Therefore, staff comments have focused on ways to simplify this large addition in order to become a recessive element of the existing fabric.The final version of the design has become simpler in the material palette and by removing extra balcony types. Staff continue to question the efficacy of all the bay windows, the niches that appear on the side elevation, and the balconies – these are all competing architectural elements that create a visual business and complexity that is not found in the context. Staff recommend further simplification by removing elements such as the niches.

Additional information required on final approved site plan drawings:

- Material labels on elevations

Design Review Comments*:*

Single-family Home

The predominant Single and Two-family building type within this context include front-end gable New England single-family and double-house buildings ranging from 1.5 to 2.5 stories in height. The characteristics include front-end gables, vertical proportions, one or two-bay, symmetrical façade composition, simple materials and window types (typically vertical proportion, double-hung), slightly recessed entrances with canopy and steps. Occasionally, there are bay windows at the ground floor living space. Materials are predominantly clapboard with a masonry water table, brick and shingle also appear. The buildings on this street have very small front yard setbacks or have a slope that creates a ground floor high above the sidewalk grade.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Designed to complement and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The building's scale and height can be considered harmonious with those found in the context (predominantly one and a half, two and a half, three story). The design was revised to use a front-end gable form similar to those found in the streetscape. The design also tries to relate to the form and style in the context with limited window styles, dimensional trim, local symmetry.

Façade Materials – The clapboard material choices is fine-grained and the use of a single material is consistent with the context. Material placement is typically quite simple with a single material for the primary mass of the building. The dimensional trim is an appropriate element to add dimension.

Roof Pitch – The roof was revised to a front-end gable roof to be more similar to the single-family homes in the context. The irregular footprint of the building creates an irregular roof form to the side of the building. From the street, the roof will appear to be a front-end gable accentuated with eaves/dimensional trim.

Building Form and Height – Staff support the approach of creating a single-family building at the street to help maintain an appropriate scale streetwall and pattern of development. When viewed in the renderings and neighborhood plan, the single-family home has a very small footprint; the three-story height is similar in scale to the other single-family homes nearby – therefore staff find the building's scale and height relates to those found in the context (predominantly one and a half, two and a half, three story). The building has a vertical proportion similar to what is found in the context and now incorporates a front-end gable form further tying it to the context. The design of this building – form, massing, scale, and resulting façade composition – is compromised by the project trying to fit more parking spaces than are required onto the site. Staff note that the building footprint could be revised to move the stair tower towards the back of the building thus making the massing more similar to houses nearby with a side entry set back from the street – this change would prevent the odd jog in the roof form and be more consistent with the massing found nearby. Since the project exceeds the minimum parking requirements, if the project were to reduce overall parking provided it would grant the building design additional flexibility to optimize this standard.

Window Pattern and Spacing – The composition of the street-facing façade varies somewhat from the compositions found in single-family residential buildings within the context in several ways. The façade has a local symmetry and the majority of windows align vertically and horizontally, but with some contemporary variations created by the recessed balcony, the placement of the stairs prevent the more typical two-bay rationale. Some variation here is okay as long as there is an overall balance to the façade. Though this composition differs from the traditional approach, staff find there is sufficient balance and local symmetry to complement and enhance the neighborhood.

Porches and Entryways – The main entrance faces the street and is emphasized with a recess and canopy. The entry was revised to be slightly elevated for privacy and separation from the public realm. This is consistent with the context entry design where the ground floor living space is typically raised above grade and set back slightly with a stoop and front yard plantings to provide a buffer. In this case, the building is also slightly set back with a planted buffer in the front yard.

Cornerboard and Trim Details – Articulation is provided through material and trim texture, railings, and recessed entry. Trim board added at the ground level and to the gable roof provide additional articulation and floor delineation. The design uses the texture of the material, balcony, overhanging roof line to provide surface articulation and visual interest.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project varies the massing with a front-end gable roof, recessed entry, recessed balcony.

Standard 2 – Met – The street wall is maintained and building placement in relationship to St. Lawrence Street is consistent with the neighboring properties (front yard setback). The project was revised to provide more of a sense of transition and privacy for the residential use. The ground floor is set back, elevated to provide transition. The ground floor living space is typically raised above the

sidewalk grade to provide privacy and transition (although there are a couple of examples within this streetscape of entries at grade).

Standard 3 – Met – The project provides balcony space for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to resident's access to light and air. Storage is provided within the unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill approach.

Standard 6 – Not Applicable

Multi-family Building

The predominant multi-family building type in this context includes triple-decker buildings and some double-triples. These building types are characterized by three stories, flat roofs, pronounced cornice lines with an overhang, bay windows, simple materials and few window types (typically vertical proportioned, double-hung), and two or three-bay, symmetrical façade composition. Accent, or varying window types are not predominant in this context except at stair towers, side elevations. The predominant materials are clapboard with masonry watertable and panel details at bays, brick and shingle also appear. The ground floor is elevated from the sidewalk grade with either a recessed entry with canopy and steps or porches although there is some variation to this on the St. Lawrence streetscape. Occasionally, there are side entries with a porch extending to the sidewalk or very high or at-grade entrances due to the grade changes in the topography.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Partially Met – Designed to complement and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The new addition should be distinct from the existing building to which it is an addition. This is accomplished with materials, window types, and details. The building form, height, and massing deviate from the contextual patterns – therefore, to better meet the standard to complement and enhance the residential neighborhood, the details of the building should relate or reference the predominant patterns (material type, placement, window type and proportion).

Façade Materials – The existing portion of the building maintains a fine-grain material consistent with the context. The new addition uses a fine grain material (shiplap). The materials were revised to be simple in color and placement – staff find this to better meet the standard to fit into the context defined by a simplicity with consistent placement.

Roof Pitch – A flat roof with overhanging cornice is appropriate and consistent with the predominant characteristic of the neighborhood and creates the appearance of a simple roof form consistent with the context where predominantly there are simple roof forms. Additions are most often placed towards the back of the building, minimizing the impact on the public right-of-way and height and massing impacts on the street – the building addition is pushed back and simplified and appears to have minimal impact on the street.

Building Form and Height – **At the July 9th Workshop, the Planning Board determined that the height/scale was acceptable given the strategies to minimize the scale impact by placing the building at the back of the lot and varying the footprint and massing.** Simple roof forms are typical. Overall, the form is anomalous to those simple forms found within the context; a courtyard building form is not found in this context. However, in this case, as an addition to an existing building, this form does complement the residential context by making the taller addition more recessive to the traditional, existing building, and creates a vertical proportion façade nearer the street. Staff support the unique form and massing because it enables the larger scale building to integrate into the existing fabric and mitigate the scale impact.

Window Pattern and Spacing – The alterations to the existing building keep simple window types with a regular, symmetrical pattern consistent with the context. The new addition uses two window types and consistent proportions/detailing throughout the project.

Porches and Entryways – The building keeps the two elevated porch entries from the street directly. An additional building entrance is introduced via a courtyard, deeply recessed. See comments below regarding the entry design.

Cornerboard and Trim Details – Contemporary buildings typically do not have as much trim details as found in the traditional context – this is acceptable and allows the building to be of its time. The cornice line includes a depth and overhang consistent with multi-family buildings in the context and provides a strong reference that relates to these surrounding buildings. Additional articulation and floor delineation is created with dimensional trim at the fourth floor.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project includes porches, bays, and balconies. These should be designed to have consistent detailing to appear as part of one building. In a neighborhood defined by simplicity, staff recommends that the number of elements on the building between the bays, recesses and projecting balconies be simplified for greater consistency with the neighborhood context.

Standard 2 – Met – The existing building keeps the established relationship to the street with its width, placement, and entry design (elevated porches). The new addition is anomalous in its relationship to the street – it is set back with a deeply recessed entrance. Staff find logic to this approach – the building is taller and wider than traditional buildings and by setting it back, that scale is mitigated. Therefore, staff support the overall placement; when viewed in the neighborhood plan, this strategy helps the building to fit into the context and the footprint is not overly large – it relates to the surrounding building footprints. However, there are concerns about the relationship of the entrances to the street. There are three entrances with varying levels of design and emphasis. The main entrance is not, yet, adequately emphasized and legible. This is further hindered by the lack of consistent materials and style at the frontage. Staff suggest that the entrance design be revised to use architectural language found in the porches of the existing building to clearly relate this entrance to that building from the street. The parapet with the large building address is set back far from the street and is not determined to be effective. Rather than this approach, staff recommend the building address appear at the street and that entrances be revised for primary entrance prominence and consistency of materials and style.

Standard 3 – Met – The project provides balcony space, roof decks, or porches for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to residents' access to light and air. Storage is provided within each unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill

approach – Though the project meets the standard, screened or enclosed parking would improve this aspect of the site design and better screen the parking from the neighboring properties and street.

Standard 6 – Not Applicable

XII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board find the proposals for 16 residential units at 55-59 St Lawrence Street meets the applicable standards of Portland's Land Use Code.

XIII. PROPOSED MOTIONS FOR THE BOARD TO CONSIDER

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 on August 13, 2019 for application # PL-000525-2019 55-59 St Lawrence Street relevant to the Site Plan Standards of the Land Use Code and Portland's Technical and Design Standards, and other regulations, and the testimony presented at the Planning Board hearing:

1. Parking Lot and Parking Space Design
   The Planning Board [finds/does not find], based upon the Department of Public Works Senior Engineer's review dated August 7, 2019 (*Attachment 1b to this report*), that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard (*Section 1.14 and Figures I-27 to I-31*) requiring a 24 foot parking aisle and limiting compact spaces to 20% of total parking supply, that substantial justice and the public interest are secured with the variation in this standard, and that the variation is consistent with the intent of the ordinance. The Planning Board [waives/does not waive] the Technical Manual standard (*Section 1.14 and Figures I-27 to I-31*) to allow a parking aisle of 21 feet at the narrowest point and 94% compact/reduced width spaces.

B. CONDITIONAL USE – INCLUSIONARY ZONING

On the basis of the application, plans, reports and other information submitted by the applicant; recommendations contained in the Planning Board report for the public hearing on August 13, 2019 for application #CU-000604-2019 relevant to Portland's affordable housing ordinance, conditional use standards, and other regulations; and the testimony presented at the Planning Board hearing, the Planning Board finds the proposed conditional use for workforce housing [does /does not] meet the standards of Section 14-484 with the following conditions:

1. The Applicant and the city shall enter into an Affordable Housing Agreement (AHA) for Unit 203 (2 bedrooms) prior to the issuance of a building permit; and
2. The Affordable Housing Agreement(s) will outline the details of the affordability restrictions placed on the workforce units and will be filed as covenant to the 55-59 St. Lawrence Street property deed with the Cumberland County Registry of Deeds before a certificate of occupancy may be issued.
3. The agreed upon fee-in-lieu of $63,654 shall be paid into the City's Housing Trust Fund prior to issuance of the certificate of occupancy for 55-59 St. Lawrence Street.

C. SUBDIVISION 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 August 13, 2019 for application # PL-000525-2019 55-59 St Lawrence Street relevant to the subdivision 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 subdivision standards of the land use code subject to the following conditions of approval:

PRIOR TO THE SUBMISSION OF THE PLAT FOR PLANNING BOARD SIGNATURE

1. The subdivision plat shall be finalized to the satisfaction of the Planning Authority, Corporation Counsel and Department of Public Works and include (in addition to the ordinance requirements for plats) clear descriptions of the number, location, type and size of all units, clarification of the status of St Lawrence Place, and reference to the stormwater maintenance agreement, along with relevant notes and conditions.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

2. The signed subdivision plat shall be recorded at the Cumberland County Registry of Deeds.

PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

3. The applicant shall make a contribution of $5,600 for 14 street trees to the city's Tree Fund.

4. That If some or all of the units are to be condominiums, the Condominium Association documents shall be submitted for review and approval by Corporation Counsel and Planning Authority and clarify rights and responsibilities for access, use and maintenance including snow storage and snow clearance from the sidewalks.

D. 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 August 13, 2019 for application # PL-000525-2019 55-59 St Lawrence Street 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 revise the site plan drawing set, for review and approval by the Department of Public Works, City Arborist and Planning Authority, to:
   a. Add a physical demarcation line along the boundary between St Lawrence Place and the parking spaces along that side of the site, to show the limit of the parking area; and
   b. Show on all of the plans the full extent of the paving in St Lawrence Place, which shall be the entire width of the lane and extend to the rear property line; and
   c. Revise the plans and associated detail sheets to include details regarding the brick sidewalk and driveway apron as requested in the DPW Workshop comments (*Attachment 1a*) and further noted by the Transportation Program Manager (*Attachment* 2); and
   d. Show the location of the 7 bicycle parking spaces, with one or more accessible from the ROW; and
   e. Revise the size and type of the street tree surrounds as advised by the City Arborist.

2. The applicant shall provide final elevations and details that include the details of the materials, and address the final Design Review comments, for review and approval by the Planning Authority.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

3. The applicant shall provide a final construction management plan (CMP) for review and approval by the Department of Public Works, City Arborist and Planning Authority that addresses the comments of the Department of Public Works Senior Engineer dated August 7, 2019. The CMP shall also include details for protecting the retained mature tree on the rear property line. If St Lawrence Place is used for any construction-related activity (eg storage of materials and equipment, use/access for vehicles and equipment etc) that evidence of legal rights to use the lane for these purposes shall be included.

4. Prior to installation of any site lighting, the applicant shall provide, for review and approval by the Planning Authority, a photometric plan that reduces the light levels in the courtyard, clarifies lighting at the pedestrian entrance, and includes the specification sheets for the light fixtures to confirm the proposals meet the *Technical Standards for Site Lighting*.

ONGOING/MONITORING

5. That the turf walkway (proposed as *Grasspave2* Grasspavers, a type of plastic mesh below grass) shall remain a secondary access way, and shall be maintained at all times to ensure it remains permeable and grassed.

XIII. ATTACHMENTS
PLANNING BOARD REPORT ATTACHMENTS

Staff Review Comments

1a. DPW Senior Engineer final comments ROW/Sidewalk 7.2.2019 (for PBW)
1b. DPW Senior Engineer final comments Parking Layout 8.7.2019
1c. DPW Senior Engineer final comments CMP 8.7.2019
2. Transportation Program Manager comments 8.8.2019
3. Peer Engineering Review final comments 8.8.2019
4. Housing Program Manager final comments 7.26.2019
5. City Arborist comments 5.9.2019 (for PBW); (final comments to follow)
6. Design Review – final- 8.8.2019

Public Comment

PC1 Kathy 4.22.19
PC2 Nancy Thayer 7.3.19
PC3 George Rheault 7.9.19
PC4 Karen Snyder 7.30.19
PC5 Tori Lambert 8.6.19
PC6 Ted Arnold 8.6.19

Applicant's Submittal (updated for Planning Board Hearing)

A. Application
B. Project Description
C. Right, Title and Interest (P&S)
D1. Legal Opinion Use Rights in St Lawrence Place
D2. Legal Opinion Paving Rights in St Lawrence Place
E. Financial Capability letter

F. Technical Capability information
G. Waiver Requests
H. Architectural & Site Design Responses updated
I. Zone Related Design Standards
J. Stormwater Management submissions
K. Utility letters of capacity
L. Public Safety & Fire Prev Narrative
M. Responses to prelim May staff comments
N. Neighborhood Meeting Information
O. Tree Agreement and Background Information
P. Responses to comments since PB Workshop

Plans

P1. Boundary Survey
P2. Cover Sheet
P3. Existing Conditions
P4. Layout Plan
P5. Landscape and Lighting
P6. Grading and Utilities Plan
P7. Erosion Control
P8. Details
P9. Photometrics
P10. Parking Access Turning Templates
P11. Landscaped Open Space Exhibit
P12. Building Height Exhibit
P13. Existing Building Floor Plans
P14. Proposed Floor Plans
P15. Perimeter Elevations
P16. Courtyard facing Elevations
P17. Context photos incl Neighborhood Map
P18. Renderings
P19. Construction Management Plan and Narrative
P20. Draft Subdivision Plat

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

Re: 57 St Lawrence Street

1 message

Mike Tremblay <mtremblay@portlandmaine.gov> Tue, Jul 2, 2019 at 3:46 PM
To: Tom Errico <thomas.errico@tylin.com>, Jean Fraser <jf@portlandmaine.gov>

Jean,

Here are my comments for your report on this:

- The Applicant will require waivers for the number of compact spaces and drive aisle width.
- DPW has concerns that the parking spaces are generally small, and that larger vehicles will park in them and impede the ability to get into adjacent spaces or impede the drive aisle. Turning movement templates have been provided; Applicant has committed to providing additional detail including large vehicles parking in compact spaces and vehicles backing out of spaces.
- Vehicles backing out of the driveway onto St. Lawrence Street shall not be permitted.
- The driveway apron at St. Lawrence Place should be constructed without transverse granite curb extending across the sidewalk. The tipdown proposed should be mirrored on the opposite side of St. Lawrence Drive. The sidewalk should continue uninterrupted through St. Lawrence Place, minimum 5 feet wide with a 2% maximum cross-slope. Bricks in the driveway shall be oriented in the same direction as the sidewalk itself, running widthwise from the curb to the property line (this is shown incorrectly in the 7-2-2019 site plan). Soldier course brick shall not be used. The applicant shall also include replacing the first concrete panel on the opposite side of St. Lawrence Place with brick to ensure proper grading at the driveway with the new tipdown.

Let me know if I missed anything that we discussed yesterday.

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

On Tue, Jul 2, 2019 at 2:53 PM Robert Metcalf <RMetcalf@mitchellassociates.biz> wrote:

> Jean and Mike,
>
> Attached are the updated Average Height Exhibit, the Green Space Exhibit and the Site Plan revised to show the dimensions travel way and the 20 FT curb opening as discussed yesterday. We expect the turning movement exhibits this afternoon and will send them to you, Mike and Tom and upload them as well. I have to amend the Waiver Request to revise the travel way widths.
>
> Bob

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

Re: 57 St Lawrence

1 message

Mike Tremblay <mtremblay@portlandmaine.gov> Wed, Jul 3, 2019 at 8:40 AM
To: Tom Errico <thomas.errico@tylin.com>, Jean Fraser <jf@portlandmaine.gov>

Tom/Jean,

These plainly don't work. Vehicles are running through walls and columns, not to mention adjacent spaces that may have vehicles in them.. Typically I'd like to see how many K-turns it'd take to get into a space without conflict; in a relatively small residential parking area like this, if it takes a few tries, that's not the end of the world.

I need to see more, and/or a field test, before I feel comfortable with these parking spaces.

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

On Tue, Jul 2, 2019 at 5:29 PM Robert Metcalf <RMetcalf@mitchellassociates.biz> wrote:

> Jean,
>
> Attached are the two turning movement exhibits. I will ask Matt to upload the drawings in the morning. Sorry for the delay, some technical modifications were required.
>
> Bob
>
> Robert B. Metcalf, Principal
>
> Maine Licensed Landscape Architect
>
> Mitchell & Associates
>
> 70 Center Street
>
> Portland, Maine 04101
>
> 207-774-4427

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

57 St. Lawrence Place

1 message

Mike Tremblay <mtremblay@portlandmaine.gov> Wed, May 8, 2019 at 11:21 AM
To: Jean Fraser <jf@portlandmaine.gov>
Cc: Tom Errico <thomas.errico@tylin.com>, Bruce Hyman <bhyman@portlandmaine.gov>, "Swett, Lauren" <lswett@woodardcurran.com>

Jean,

Some initial thoughts for your meeting tomorrow (I may have more after I discuss with Keith and DPW next week):

- The gravel driveway is not sufficent width to allow access into the parking spaces along St. Lawrence Place. Confirm that St. Lawrence Place will be regraded and paved graveled to sufficient width to access these parking spaces (24'). It appears unlikely that the tandem spaces will have an adequate aisle to be able to turn into and out of these spaces. Turning templates should be provided for vehicles turning into spaces 16 and 17.

- Tandem parking spaces are shown as compact spaces. 14 of the 18 spaces are shown as compact on-site. Tandem spaces may be acceptable as pairs of tandem spaces will be accessed by the same unit; however, users must park efficiently in order to not intrude into the (already too narrow) drive aisle. One of the four standard-size spaces is a handicap space, so there are only 3 standard-size spaces

- St. Lawrence Street is in the brick district. Currently, the street is a mix of brick and concrete, with the immediate abutters having concrete sidewalks in fair condition. The applicant will require a sidewalk material waiver. DPW will not commit to whether we will support such a waiver at this time; I need to discuss internally.

- The Applicant should design their site driveway to provide a 5-foot pedestrian sidewalk at 2% maximum cross-slope and a 6% maximum driveway apron.

I'll get more feedback on the utility stuff later this week or early next - let me know if you have a deadline.

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

55-59 St. Lawrence Parking

1 message

Mike Tremblay <mtremblay@portlandmaine.gov> Wed, Aug 7, 2019 at 3:51 PM
To: Jean Fraser <jf@portlandmaine.gov>

Jean,

Based on my review of the new site plan layout and parking manuevers submitted today (8/7/2019), I have the following final comments for your inclusion in your report:

- The Applicant has adjusted column widths to achieve an 8'-0" minimum between all spaces. No spaces measure less than the City minimum for compact spaces.

- Turning maneuvers provided have shown that vehicles can enter and exit each space without excessive maneuvering. The spaces that seem to present the most difficulty are spaces 13-16 (the tandem spaces off St. Lawrence Place), where three distinct backing maneuvers are required for a larger passenger vehicle, and space 5 (the handicap parking space), where two distinct backing maneuvers are required for a larger passenger vehicle to exit (Exhibit 3.3 for both). Average sized passenger vehicles can exit spaces 13-16 with two distinct backing maneuvers, and can exit space 5 with a single backing maneuver. As shown in Figures 3.0 and 3.2, average-sized and larger passenger vehicles (respectively) can generally enter all spaces. It should be noted that some spaces are easier to enter and exit if they are backed in; additional maneuvers may be required for some spaces if the driver opts to pull in. The Applicant is encouraged to inform residents assigned to each space as to the easiest and most efficient way to enter and exit the space(s) they are assigned, and to assign residents spaces according to the size vehicle they intend to bring. *It should be noted that the City does not have any oversight of parking management on approved projects unless parking issues affect the public ROW.*

- The Applicant has provided delineation of a pedestrian walkway within the parking area in the vicinity of spaces 1-6. The Applicant is encouraged to use a separate (but similarly sturdy) material to ensure that visibility does not wane over time, and to provide some texture compared to the rest of the parking area so that motorists can feel when they are backing over the walkway. If the applicant simply uses paint to delineate this walkway, it shall be maintained as needed to provide continuing guidance. The walkway should have ADA-accessible cross-slopes between the sidewalk and building entrance.

- Delineation should be provided between the parking area and the driveway portion of St. Lawrence Place, to signal to motorists parking in spaces 7-16 that they should not be parking within St. Lawrence Place. This delineation is encouraged to be a separate material so that the delineation does not wear away over time. If paint is used, it shall be refreshed as needed.

- Construction management comments are per my last email.

Assuming the conditions of approval are met, DPW approves of this site design.

Waivers required based on Section I of the Technical Manual:

- Number of compact parking spaces (Section 1.14): 94% (up from 20% max)
- Drive aisle width (Section 1.14): 21' down from 24' minimum)

Suggested Conditions of Approval

- Delineation along the property line of St. Lawrence Place
- Approval of a more advanced Construction Management Plan

Mike Tremblay, P.E.
Senior Engineer
Engineering Division

Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

55-57 St. Lawrence CM Plan

1 message

Mike Tremblay <mtremblay@portlandmaine.gov> Wed, Aug 7, 2019 at 9:39 AM
To: Jean Fraser <jf@portlandmaine.gov>
Cc: Jodie Keene <JKEENE@portlandmaine.gov>

Jean,

As we're waiting for the latest site plan, here are my comments on the CM plan for 55-57 St. Lawrence:

- Where is the gate entering the site?

- Applicant shows construction fence along the back of sidewalk along St. Lawrence, but they're also closing the sidewalk. Is the sidewalk closure necessary for the full project, or just for the duration of sidewalk work? The sidewalk should be kept open for as long as possible. If sidewalk closure is necessary for the duration of construction, Applicant should consider a temporary sidewalk in the parking lane. Closing the sidewalk also necessitates restricting parking along that stretch.

- If and when the sidewalk needs to be closed, temporary ADA ramps shall be installed at the temporary crosswalks. If a temporary sidewalk is provided, temporary ADA ramps should be provided at either end of the temporary walkway.

- Need plan to conduct work in St. Lawrence Place while maintaining access to private residence that uses this ROW. Duration and extent of work affecting access along St. Lawrence Place is requested.

- Contractor parking should not be permitted on-street.

- The duration of construction, as well as approximate durations of work affecting the sidewalk, parking, or St. Lawrence Place should be specified.

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

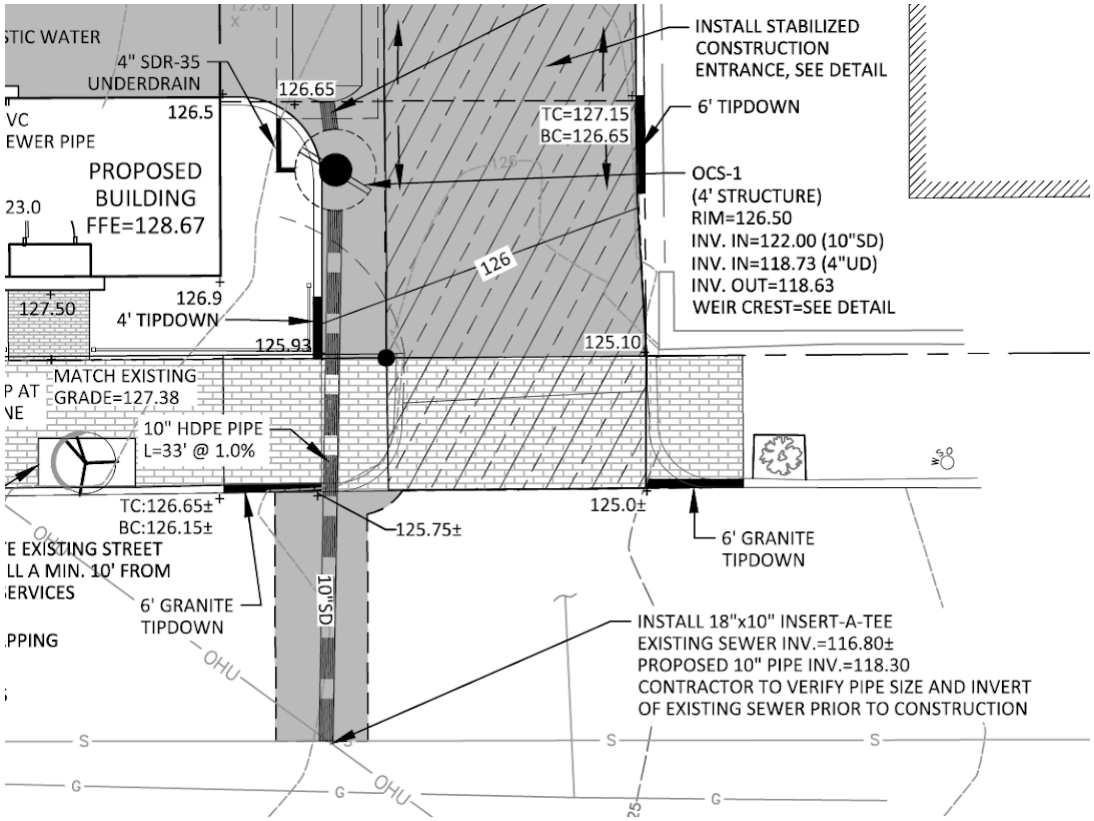
57 St Lawrence: Public ROW Comments

1 message

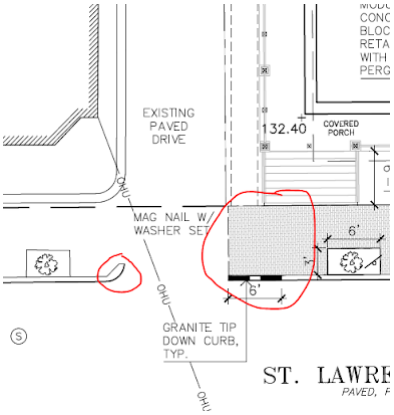
Bruce Hyman <bhyman@portlandmaine.gov> Thu, Aug 8, 2019 at 11:23 AM
To: Michael Tremblay <mtremblay@portlandmaine.gov>, Jean Fraser <jf@portlandmaine.gov>, Tom Errico <thomas.errico@tylin.com>

I am looking through the plans and see the following possible issues:

- I cannot find a driveway detail (plan view and cross-section) - I am not confident that it would be constructed correctly without one (a 2% max cross-slope ped access route, e.g.) - did others find one? - from the grading plan it may imply a ramping down of the sidewalk on both sides to a 2% max cross-slope driveway for its entire width but it doesn't show how the back of sidewalk is handled if this is the case/construction method



- I found a "Concrete Sidewalk Detail" but not a Brick Sidewalk Detail - I imagine there may be internal to the site concrete walks but don't see one for the public ROW sidewalk - the detail that is provided does not state "2% max cross-slope" on it - the pattern used for the driveway and sidewalk might subtly be implying a different pattern of brick (parallel vs perpendicular to the street) as well
- Jeff T wanted larger tree wells - I think he mentioned 3.5'x7' - I don't think tree grates come in that size if he wanted those too - I'll leave that to him but just wanted to make sure Jean got his comment on this
- how the sidewalk will match in next to the adjacent property's driveway is a little vague as well - it shows going to a tipdown on the 57 StL side but maintaining the 'bug' on the far side

- 

-
- Do we want more detail on this?

Bruce

--
Bruce Hyman
Transportation Program Manager

Department of Planning & Urban Development
389 Congress Street
Portland, Maine 04101
(207) 874-8717 phone

bhyman@portlandmaine.gov
http://www.portlandmaine.gov/1363/Transportation-Division
http://www.portlandmaine.gov
Yes! Transportation's Good Here ....

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

Fwd: PB Hearing Report 55-59 St Lawrence

1 message

Jean Fraser <jf@portlandmaine.gov> Thu, Aug 8, 2019 at 1:40 PM
To: "Fraser, Jean" <jf@portlandmaine.gov>

PEER ENGINEER FINAL REVIEW COMMENTS

From: **Lauren Swett** <lswett@woodardcurran.com>
Date: Thu, Aug 8, 2019 at 11:52 AM
Subject: Re: PB Hearing Report 55-59 St Lawrence
To: Jean Fraser <jf@portlandmaine.gov>, Tarling, Jeff <jst@portlandmaine.gov>, Michael Tremblay <mtremblay@portlandmaine.gov>
Cc: Errico, Thomas <thomas.errico@tylin.com>, Hyman, Bruce <bhyman@portlandmaine.gov>, Robert Thompson <rmt@portlandmaine.gov>

Hi Jean,

My only remaining thing is the resolution of details for the sidewalk replacement materials. I believe their most recent details still show concrete sidewalk, where they are doing brick.

They are meeting all of the standards for storm water, and they adequately addressed my questions about confirming areas with their last round of responses.

Any questions, feel free to give me a call. I'm out of the office, but my cell number is 219-3591.

Thanks,
Lauren

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

57 St. Lawrence Street

1 message

Lauren Swett <lswett@woodardcurran.com> Wed, Jul 3, 2019 at 10:52 AM
To: Jean Fraser <jf@portlandmaine.gov>

Hi Jean,

I have reviewed their response to comments, and have the following review discussion:

- In their initial application, they evaluated their stormwater treatment threshold as 60% of all redeveloped area. Per our last comment, they have evaluated based on the City's standards for new impervious surface. They will be providing treatment for 95% of all new impervious surface (95% required), and 94% of all non-roof redeveloped area (50% required).
- We understand that there is currently discussion going on related to sidewalk materials. Details should be provided for the final materials as part of the final plans.
- I will review the updated plans submitted this week following the workshop, but based on the prior responses, if there haven't been any additional significant changes, I don't anticipate having many further comments on grading and drainage on the latest plans.

If there are any questions, let me know.

Thanks,

Lauren

Lauren Swett, P.E.*

Technical Manager

Woodard & Curran

41 Hutchins Drive

Portland, Maine 04102

Phone: (207)558-3763 (direct)

(207)219-3591 (cell)

(800)426-4262 (office)

Email: lswett@woodardcurran.com

*Licensed in Maine and Wisconsin

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

Fwd: 57 St. Lawrence Place

1 message

Jean Fraser <jf@portlandmaine.gov> Fri, May 10, 2019 at 2:48 PM
To: "Fraser, Jean" <jf@portlandmaine.gov>

Peer Engineer Prelim comments

---------- Forwarded message ---------
From: **Lauren Swett** <lswett@woodardcurran.com>
Date: Fri, May 10, 2019 at 1:45 PM
Subject: RE: 57 St. Lawrence Place
To: Jean Fraser <jf@portlandmaine.gov>, Mike Tremblay <mtremblay@portlandmaine.gov>
Cc: Tom Errico <thomas.errico@tylin.com>, Bruce Hyman <bhyman@portlandmaine.gov>

Hi Jean,

My comments are below, and I will add them to Energov as well:

- The proposed project is required to provide stormwater management in compliance with the City of Portland's Technical Manual Section 5, which references the Maine DEP Chapter 500 standards. The Applicant has provided a stormwater management system, incorporating a subsurface sand filter to provide both quantity and quality management. This system is likely adequate to provide treatment for the site, but additional clarification is required to verify that the project is in compliance with the City's standards. We have the following comments:
    - The City of Portland's Section 5 stormwater standards require compliance with the General Standard when 1,000 square feet or more of new impervious surface is created. 95% of this new impervious surface must be treated. The standards also require treatment if 5,000 square feet or more of non-roof, redeveloped, impervious surface is created. 50% treatment is required for this case. The Applicant has completed a different analysis of the redevelopment area to size their proposed treatment system, and the sizing may be adequate, but the Applicant should verify that the system will provide treatment in accordance with the City's standards.
    - The Applicant should provide pre-development and post-development stormwater figures to support the provided HydroCAD model to clarify the areas that are being modeled.
- Additional clarification is needed on the grading and drainage near the northern corner of the building. It appears that the intent is to create a small infiltration area. It is unclear from the plan and elevations if the retaining wall will be constructed prevent flow from outside the walled area. The Applicant should clarify the drainage to this space to ensure that there is no ponding of stormwater at the building.
- Drainage from covered parking areas is typically required to be collected separately and sent through an oil/water separator to the sewer. The catch basins appear to be located outside of the roofed areas, but drainag from within the covered parking isn't be separated. Please clarify.
- Grading is proposed within the St. Lawrence Place Drive, and excavation for the stormwater system will also likely impact the driveway. Additional information on proposed surface conditions within the driveway should be provided.
- Plans should account for snow storage or snow management.
- Verification of sewer ability to serve will be required.
- Details for pavement and sidewalk repair should be provided in accordance with the City of Portland Technical Manual.

Any questions, let me know.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

To: Jean Fraser, Planner, Planning & Urban Development Department

From: Victoria Volent, Housing Program Manager, Housing & Community Development Division

Date: July 26, 2019

Subject: 55-59 St. Lawrence– 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 Division 30, Section 14-487 of the Zoning Ordinance.

Division 30, Section 14-487

Division 30, Section 14-487, Ensuring Workforce Housing, requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation will be provided in the form of a proportional fee-in-lieu. The in-lieu fee shall be calculated and paid into the Housing Trust Fund as defined in Sec. 14-489, on or before the date upon which a certificate of occupancy is issued. The ordinance under Section 14-487 e 3 also requires the number of bedrooms in the Workforce units shall be at least 10% of the total number of bedrooms made available as part of the development.

The development located at 55-59 St. Lawrence Street proposes to renovate an existing seven (7) unit apartment building and add eight (8) more apartment units, and add one (1) stand-alone townhouse style apartment for a total of 16 apartment units. The sixteen (16) dwelling units of rental housing would consist of five (5) one-bedroom units, nine (9) two-bedroom units, and two (2) three-bedroom units. As dwelling units for rent, the designated Workforce Units will be restricted to households earning up to 100% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the applicant is required to; provide a minimum of two (2) workforce units consisting of a total of three (3) bedrooms or; provide one (1) workforce unit consisting of two-bedrooms and pay a proportional fee-in-lieu of $63,654; or pay a fee-in-lieu for 1.6 units (or $169,744). The Applicant has elected to provide one (1) two-bedroom workforce unit on-site, and pay a fractional fee-in-lieu of $63,654 (.6 X $106,090) to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 14-487.

Section 14-140.5 c,

Section 14-140.5 c, Munjoy Hill Neighborhood Conservation Overlay District- height bonus, requires developments of three or more units on lots over 2000 sf, with a building height of greater than 35' to a maximum of 45' in height, include at least one workforce housing unit for rent or for sale. The Workforce unit shall be no smaller than 50% of the average size of the other units in the development and only be sold or rented to a household at or below the applicable income levels. These workforce units shall be deed restricted for affordability for the longest term possible under the state and federal law.

The development at 55-59 St. Lawrence Street proposes the creation of a building that triggers the maximum height requirement within the Munjoy Hill Neighborhood Conservation Overlay District. Based on the requirements outlined in Section 14-140.5 c, the Applicant is required to create one (1) one-bedroom unit that is no smaller than 50% of the average size of the other units (or 504 sf). The Applicant has elected to provide unit 103, a one (1) one-bedroom unit that is 610 sf. As such, the project has met the minimum requirements set forth in Section 14-140.5.

Staff Recommendation

Staff recommends the Board Approve the Inclusionary Zoning Conditional Use provided the Applicant and the City enter into an Affordable Housing Agreement (AHA) for unit 203 before a Building Permit may be issued.

Staff recommends, should the Board Approve the Munjoy Hill Neighborhood Conservation Overlay District height density bonus, the Board require the Applicant and the City to enter into an Affordable Housing Agreement (AHA) for unit 103 before a Building Permit may be issued.

The Affordable Housing Agreement(s) will outline the details of the affordability restrictions placed on the workforce units and will be filed as covenant to the 55-59 St. Lawrence Street property deed with the Cumberland County Registry of Deeds before a certificate of occupancy may be issued.

Staff recommends the agreed upon fee-in-lieu of $63,654 be paid into the City's Housing Trust Fund prior to issuance of the certificate of occupancy for 55-59 St. Lawrence Street.

Sincerely,

Victoria Volent
Housing Program Manager

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

57 St Lawrence Street Project

1 message

Jeff Tarling <jst@portlandmaine.gov> Thu, May 9, 2019 at 9:48 AM
To: Jean Fraser <jf@portlandmaine.gov>
Cc: John Peverada <jbp@portlandmaine.gov>, Errico Thomas <thomas.errico@tylin.com>

Jean -

The proposed will significantly impact the 2 existing trees on the Atlantic Street property adjacent to the proposed project. One of the trees is in poor condition
and the second one in fair to good condition. Impact will result from both crown disturbance with the height of the proposed building and site work - root problems. One of the 2 trees might be savable...

The lane to the right of the project appears to be named Gilbert Lane
and is interesting as it already has a number of reserved car parking.

See pics:

RESERVED
PARKING
49 St
Lawrence

Property pin is just inside or to the left of the curb where it meets the gravel roadway & appears to go all the way to the wooden fence past the red car. Cars from nearby already park along the right edge note the signs above.

Jeff Tarling
City Arborist - City of Portland Maine
Parks, Recreation & Facilities Department
Forestry & Horticulture

212 Canco Road
Portland, ME. 04103
(207) 808-5446
jst@portlandmaine.gov

Planning and Urban Development Department
Planning Division

Subject: R6 Multi-Family Design Review – 57 St. Lawrence Street

Written by: Caitlin Cameron, Urban Designer

Date of Review: Thursday, August 8, 2019

A design review according to the *City of Portland Design Manual* Standards was performed for the revised proposal of new construction of a multi-family and single-family dwelling at 55-57 St. Lawrence Street. The review was performed by Caitlin Cameron, Urban Designer, Jean Fraser, Planner, and Rob Wiener, Preservation Compliance Coordinator, all within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *Two-family, Special Needs Independent Living Units, Multiple-family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters* (Section I of the Design Manual).

Findings of the Design Review:
The proposed design **does not pass** all of the criteria of the applicable design standards – please refer to comments below.

Outstanding issues:

- **Multi-family entrance design**: The applicant has been working through several iterations of the multi-family entrance at the street and interior courtyard. Given that there are multiple entrances and that the main entrance is far from the street – legibility is critical. Staff find the most recent designs to be problematic in two ways. First, the style of the design is incongruous with the style of the multi-family building at the street thus compromising the legibility of this entrance as belonging to the multi-family building. Secondly, the design is not adequately emphasizing the entrance and creating a clear, safe transition from the sidewalk to the door. The parapet with building number set back from the street is awkward in design and will have little impact on wayfinding – staff suggest this element be removed and that the building address appear at the street entrance, not so far back from the sidewalk. Staff further suggest that the building entrance take on a "side porch" quality using materials and language taken from the existing multi-family building and referencing the side porches found throughout the neighborhood. This approach will address the two concerns regarding design cohesiveness and legibility/prominence of the main entrance.
- **Multi-family complexity**: Staff continue to raise concern about the multi-family building as it relates to its context which is comprised of buildings with simple forms, massing, and material application. Therefore, staff comment has focused on ways to simplify this large addition in order to become a recessive element of the existing fabric. The final version of the design has become simpler in the material palette and by removing extra balcony types. Staff continue to question the efficacy of all the bay windows, the niches that appear on the side elevation, and the balconies – these are all competing

architectural elements that create a visual business and complexity that is not found in the context. Staff recommend further simplification by removing elements such as the niches.

Additional information required on final approved site plan drawings:

- Material labels on elevations

Design Review Comments *(red text denotes principles or standards that are not met)**:***

Single-family Home

The predominant Single and Two-family building type within this context include front-end gable New England single-family and double-house buildings ranging from 1.5 to 2.5 stories in height. The characteristics include front-end gables, vertical proportions, one or two-bay, symmetrical façade composition, simple materials and window types (typically vertical proportion, double-hung), slightly recessed entrances with canopy and steps. Occasionally, there are bay windows at the ground floor living space. Materials are predominantly clapboard with a masonry water table, brick and shingle also appear. The buildings on this street have very small front yard setbacks or have a slope that creates a ground floor high above the sidewalk grade.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Designed to complement and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The building's scale and height can be considered harmonious with those found in the context (predominantly one and a half, two and a half, three story). The design was revised to use a front-end gable form similar to those found in the streetscape. The design also tries to relate to the form and style in the context with limited window styles, dimensional trim, local symmetry.

Façade Materials – The clapboard material choices is fine-grained and the use of a single material is consistent with the context. Material placement is typically quite simple with a single material for the primary mass of the building. The dimensional trim is an appropriate element to add dimension.

Roof Pitch – The roof was revised to a front-end gable roof to be more similar to the single-family homes in the context. The irregular footprint of the building creates an irregular roof form to the side of the building. From the street, the roof will appear to be a front-end gable accentuated with eaves/dimensional trim.

Building Form and Height – Staff support the approach of creating a single-family building at the street to help maintain an appropriate scale streetwall and pattern of development. When viewed in the renderings and neighborhood plan, the single-family home has a very small footprint; the three-story height is similar in scale to the other single-family homes nearby – therefore staff find the building's scale and height relates to those found in the context (predominantly one and a half, two and a half, three story). The building has a vertical proportion similar to what is found in the context and now incorporates a front-end gable form further tying it to the context. The design of

this building – form, massing, scale, and resulting façade composition – is compromised by the project trying to fit more parking spaces than are required onto the site. This building differs from the single-family homes in its context – it is smaller and has an irregular footprint. Staff note that the building footprint could be revised to move the stair tower towards the back of the building thus making the massing more similar to houses nearby with a side entry set back from the street – this change would prevent the odd jog in the roof form and be more consistent with the massing found nearby. The overall project exceeds the parking requirements and the design and forms should not be compromised to facilitate parking maneuvers.

Does the Planning Board consider these variations from the established pattern to compromise the building's ability to meet the standard to complement and enhance the residential neighborhood?

Window Pattern and Spacing – The composition of the street-facing façade varies somewhat from the compositions found in single-family residential buildings within the context in several ways. The façade has a local symmetry and the majority of windows align vertically and horizontally, but with some contemporary variations created by the recessed balcony, the placement of the stairs prevent the more typical two-bay rationale. Some variation here is okay as long as there is an overall balance to the façade. Though this composition differs from the traditional approach, staff find there is sufficient balance and local symmetry to complement and enhance the neighborhood.

Porches and Entryways – The main entrance faces the street and is emphasized with a recess and canopy. The entry was revised to be slightly elevated for privacy and separation from the public realm. This is consistent with the context entry design where the ground floor living space is typically raised above grade and set back slightly with a stoop and front yard plantings to provide a buffer. In this case, the building is also slightly set back with a planted buffer in the front yard.

Cornerboard and Trim Details – Articulation is provided through material and trim texture, railings, and recessed entry. Trim board added at the ground level and to the gable roof provide additional articulation and floor delineation. The design uses the texture of the material, balcony, overhanging roof line to provide surface articulation and visual interest.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project varies the massing with a front-end gable roof, recessed entry, recessed balcony.

Standard 2 – Met – The street wall is maintained and building placement in relationship to St. Lawrence Street is consistent with the neighboring properties (front yard setback). The project was revised to provide more of a sense of transition and privacy for the residential use. The ground floor is set back, elevated to provide transition. The ground floor living space is typically raised above the sidewalk grade to provide privacy and transition (although there are a couple of examples within this streetscape of entries at grade).

Standard 3 – Met – The project provides balcony space for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to resident's access to light and air. Storage is provided within the unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill approach.

Standard 6 – Not Applicable

Multi-family Building
The predominant multi-family building type in this context includes triple-decker buildings and some double-triples. These building types are characterized by three stories, flat roofs, pronounced cornice lines with an overhang, bay windows, simple materials and few window types (typically vertical proportioned, double-hung), and two or three-bay, symmetrical façade composition. Accent, or varying window types are not predominant in this context except at stair towers, side elevations. The predominant materials are clapboard with masonry watertable and panel details at bays, brick and shingle also appear. The ground floor is elevated from the sidewalk grade with either a recessed entry with canopy and steps or porches although there is some variation to this on the St. Lawrence streetscape. Occasionally, there are side entries with a porch extending to the sidewalk or very high or at-grade entrances due to the grade changes in the topography.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Partially Met – Designed to complement and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The new addition should be distinct from the existing building to which it is an addition. This is accomplished with materials, window types, and details. The building form, height, and massing deviate from the contextual patterns – therefore, to better meet the standard to complement and enhance the residential neighborhood, the details of the building should relate or reference the predominant patterns (material type, placement, window type and proportion).

Façade Materials – The existing portion of the building maintains a fine-grain material consistent with the context. The new addition uses a fine grain material (shiplap). The materials were revised to be simple in color and placement – staff find this to better meet the standard to fit into the context defined by a simplicity with consistent placement.

Roof Pitch – A flat roof with overhanging cornice is appropriate and consistent with the predominant characteristic of the neighborhood and creates the appearance of a simple roof form consistent with the context where predominantly there are simple roof forms. Additions are most often placed towards the back of the building, minimizing the impact on the public right-of-way and height and massing impacts on the street – the building addition is pushed back and simplified and appears to have minimal impact on the street.

Building Form and Height – A height of five stories is not found in this context – **Planning Board in the workshop determined that the height/scale was acceptable given the strategies to minimize the scale impact by placing the building at the back of the lot and varying the footprint and massing.** Simple roof forms are typical. Overall, the form is anomalous to those simple forms found within the context; a courtyard building form is not found in this context. However, in this case, as an addition to an existing building, this form does complement the residential context by making the taller addition more recessive to the traditional, existing building, and creates a vertical proportion façade nearer the street. Staff support the unique form and massing because it enables the larger scale building to integrate into the existing fabric and mitigate the scale impact.

Window Pattern and Spacing – The alterations to the existing building keep simple window types with a regular, symmetrical pattern consistent with the context. The new addition uses two window types and consistent proportions/detailing throughout the project.

Porches and Entryways – The building keeps the two elevated porch entries from the street directly. An additional building entrance is introduced via a courtyard, deeply recessed – there is a legibility issue with this approach. See comments below regarding the entry design.

Cornerboard and Trim Details – Contemporary buildings typically do not have as much trim details as found in the traditional context – this is acceptable and allows the building to be of its time. The cornice line includes a depth and overhang consistent with multi-family buildings in the context and provides a strong reference that relates to these surrounding buildings. Additional articulation and floor delineation is created with dimensional trim at the fourth floor.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project includes porches, bays, and balconies. These should be designed to have consistent detailing to appear as part of one building. In a neighborhood defined by simplicity, there are too many elements on the building between the bays, the recesses, and the projecting balconies – simplification and consistency should be pursued with elements that relate to the context.

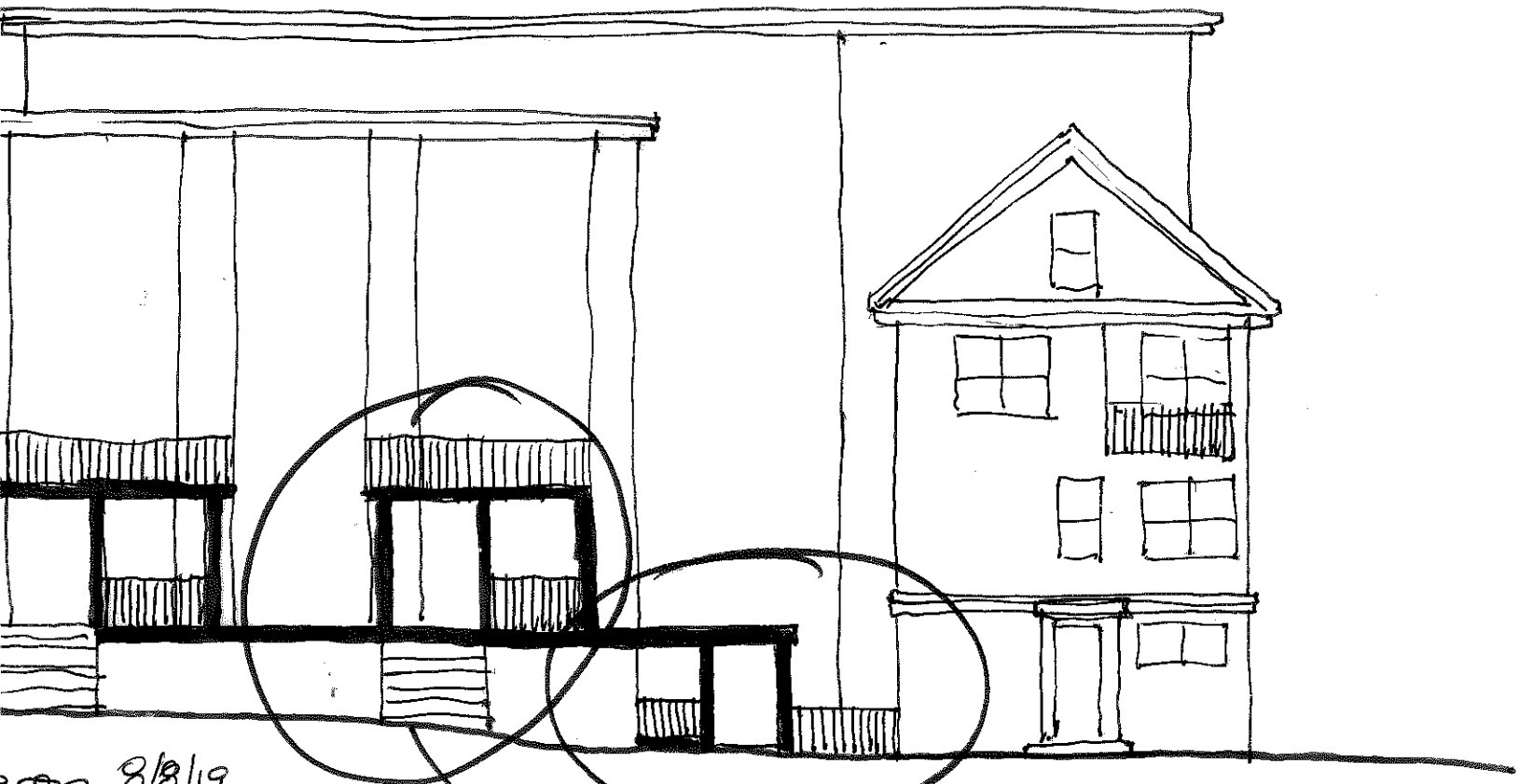
Standard 2 – Met – The existing building keeps the established relationship to the street with its width, placement, and entry design (elevated porches). The new addition is anomalous in its relationship to the street – it is set back with a deeply recessed entrance. Staff find logic to this approach – the building is taller and wider than traditional buildings and by setting it back, that scale is mitigated. Therefore, staff support the overall placement; when viewed in the neighborhood plan, this strategy helps the building to fit into the context and the footprint is not overly large – it relates to the surrounding building footprints. However, there are concerns about the relationship of the entrances to the street. There are three entrances with varying levels of design and emphasis. The main entrance is not, yet, adequately emphasized and legible. This is further hindered by the lack of consistent materials and style at the frontage. Staff suggest that the entrance design be revised to use architectural language found in the porches of the existing building to clearly relate this entrance to that building from the street. The parapet with the large building address is set back far from the street and is not determined to be effective. Rather than this approach, staff recommend the building address appear at the street.

Standard 3 – Met – The project provides balcony space, roof decks, or porches for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to residents' access to light and air. Storage is provided within each unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill approach – screened or enclosed parking would better meet this standard, especially to screen the parking from the neighboring properties and street.

Standard 6 – Not Applicable



eron 8/8/19

Revise design to use same language as the multi-fam. building = porch-like

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

Fwd: 55-57 St. Lawrence - design comments

1 message

Jean Fraser <jf@portlandmaine.gov> Thu, Aug 1, 2019 at 5:40 PM
To: Greg Shinberg <gls@shinbergconsulting.com>
Cc: Mark Mueller <Mark@muellerarchitects.com>, "Grimando, Christine" <cdg@portlandmaine.gov>

Hello Greg

I have forwarded below the Design Review summary comments on the final submissions.

As noted at the beginning of the forwarded e-mail, we wanted to let you know of the comments that we would be providing to the Planning Board hearing - in order to give you an opportunity to make revisions if you wish to.

I appreciate that there is not much time as any revisions would need to be reviewed prior to completion of the staff cover report on thursday 8/8 - just wanted to let you know while there still some time available if you wanted to make any revisions.

Happy to discuss

thank you
Jean

Jean Fraser, Planner
Planning & Urban Development Department
City of Portland
389 Congress Street
Portland, ME 04101
phone: (207) 874-8728
email: jf@portlandmaine.gov

---------- Forwarded message ---------
From: **Caitlin Cameron** <ccameron@portlandmaine.gov>
Date: Thu, Aug 1, 2019 at 5:13 PM
Subject: 55-57 St. Lawrence - design comments
To: Fraser, Jean <jf@portlandmaine.gov>

In review of the revised submission for 55-57 St. Lawrence Street project, staff raised the following concerns and questions regarding design standards. We would like to provide this feedback prior to the Planning Board report. Please let us know whether you intend to address these comments prior to the Planning Board hearing or if they should be resolved through conditions of approval as the result of the Planning Board discussion.

Multi-family
- Complexity: Staff continue to raise concern about the complexity of the design. The predominant patterns in the neighborhood are simple forms, massing, material type, material placement, and facade composition. This proposal,

while attempting to be recessive in its placement to the rear of the property, is still too complex in ways that do not complement or enhance the nearest residential neighborhood. The complexity is created by the change of material at the fifth floor, the recessed niches on the side elevations, multiple styles of balconies, the bay windows. The combination of these elements create a visual complexity that call attention to the addition rather than making it recessive. These design details do not take cues from the context and do not reflect the predominant patterns. Some potential strategies to address this concern: use a single, consistent material use (ideally with a more recessive color such as the dark grey proposed for the top floor), remove the niches from the side elevation, remove the extraneous bay windows.
- The addition is not viewed in isolation - consider that all three buildings are viewed together which adds to the visual complexity. Simplify the multi-family addition in order to better meet the standard to complement and enhance the nearest residential neighborhood which is characterized by simplicity.
- Entrance legibility: The entrance gate and canopies proposed for the multi-family building introduce yet another style to the project rather than integrating the existing and new portions of the building. In addition, staff do not find the gate and canopy to be very successful in making the building entrance legible and safe. Staff recommend these elements be revised to incorporate an architectural language already found in the existing building to make more clear this entrance is a part of that building. For example, use materials found in the project rather than introducing another material, continue the line of the first floor porch, use details as found in the porch supports or railing.

Single-family:
- The facade composition is not considered to meet the standard regarding window pattern and spacing, articulation details, and positive visual interest by incorporating appropriate architectural elements and is not found to meet the intent to "complement and enhance the nearest residential neighborhood." Specifically, staff raise concern about the lack of balance and local symmetry in the facade composition compared with the predominant patterns found in single-family buildings in context. The relationship of the architectural elements (windows, trim, balcony, entrance) is awkward and does not reflect the simple rationale found in similar facade design. Staff suggest revisions be made to the treatment of the trim (currently very asymmetrical), the window placement which lacks a balanced rationale, and possibly removing the attic window or using a different window/vent type.
- What is the rationale for changing the roof form? Though a front-end gable is typical for single-family buildings, it creates a more definitive center line making the asymmetry of the facade even more apparent and problematic.

--
Caitlin Cameron, AICP, Associate AIA, LEED AP
Urban Designer
Planning & Urban Development Department
389 Congress Street
Portland, ME 04101
phone: (207) 874-8901
email: ccameron@portlandmaine.gov

Planning and Urban Development Department
Planning Division

Subject: R6 Multi-Family Design Review – 57 St. Lawrence Street

Written by: Caitlin Cameron, Urban Designer

Date of Review: Friday, June 28, 2019

A design review according to the *City of Portland Design Manual* Standards was performed for the proposed new construction of a multi-family and single-family dwelling at 57 St. Lawrence Street. The review was performed by Caitlin Cameron, Urban Designer, Jean Fraser, Planner, and Rob Wiener, Preservation Compliance Coordinator, all within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *Two-family, Special Needs Independent Living Units, Multiple-family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters* (Section I of the Design Manual).

Board Considerations:
Staff would like to get direction from the Planning Board regarding compatibility of fundamental design elements such as **scale, massing, form**. In this case, the two buildings do meet the dimensional requirements of the R-6 zone and Munjoy Hill Conservation Overlay district. However, as commented in the review below, the proposal deviates from traditional scale, especially height, form, roof forms, and massing. **For the workshop, the Board is asked to comment on whether these elements of the proposal meet the design standards before reviewing more detailed design elements.**

Findings of the Design Review:
The proposed design **does not pass** all of the criteria of the applicable design standards – please refer to comments below.

Staff noted a number of areas where the current design does not comply with the design standards, and offer suggestions for modifications that would bring the design into compliance.

Additional information requested:
- Material labels on elevations
- Images showing the project in context

Design Review Comments *(red text denotes principles or standards that are not met)**:***

Single-family Home
The predominant Single and Two-family building type within this context include front-end gable New England single-family and double-house buildings ranging from 1.5 to 2.5 stories in height. The characteristics include front-end gables, vertical proportions, one or two-bay, symmetrical façade composition, simple materials and window types (typically vertical proportion, double-

hung), slightly recessed entrances with canopy and steps. Occasionally, there are bay windows at the ground floor living space. Materials are predominantly clapboard with a masonry water table, brick and shingle also appear. The buildings on this street have very small front yard setbacks or have a slope that creates a ground floor high above the sidewalk grade.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Not Met – Designed to complement and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The building's scale and height can be considered harmonious with those found in the context (predominantly one and a half, two and a half, three story). However, the proportion and form of the building is incongruous with single-family homes found within the same streetscape – this building is taller, wider, and uses a hipped roof form. Overall, there are not enough elements to the architecture that complement or enhance the patterns found in the residential context – find more ways to relate the form and style to the context.

Façade Materials – The clapboard material choices is fine-grained and the use of a single material is consistent with the context. Material placement is typically quite simple with a single material for the primary mass of the building.

Roof Pitch – Hipped roofs are not found in this immediate context, especially on single-family homes – however, the use of the hip roof here is consistent with the Munjoy Hill Overlay zone. The irregular footprint of the building creates an irregular roof form. From the street, the roof will appear to be a flat roof. **Though the roof form is not traditional to the building type, the question is whether this form can be considered to compliment and enhance the residential neighborhood and whether the irregularity of the hip roof is acceptable.**

Building Form and Height – When viewed in the renderings and neighborhood plan, the single-family home has a very small footprint and the three-story height is similar in scale to the other single-family homes nearby – therefore staff find the building's scale and height relates to those found in the context (predominantly one and a half, two and a half, three story). The building has a vertical proportion similar to what is found in the context. However, the form of the building differs from the single-family homes found within the same streetscape – this building is smaller and uses a hipped roof form. Staff note that the building footprint could be revised to move the stair tower towards the back of the building thus making the massing more similar to houses nearby with a side entry set back from the street – this change would prevent the odd jog in the roof form and be more consistent with the massing found nearby. The overall project exceeds the parking requirements and the design and forms should not be compromised to facilitate parking maneuvers. **Does the Planning Board consider these variations from the established pattern to complement and enhance the residential neighborhood?**

Window Pattern and Spacing – The composition of the street-facing façade varies somewhat from the compositions found in single-family residential buildings within the context in several ways. The façade has a two-bay rhythm and local symmetry and the

majority of windows align vertically and horizontally, but this is disrupted by the door, blank wall, and balcony placement. Some variation here is okay as long as there is an overall balance to the façade. Different or smaller windows are often used within stairwells which is the case here – however, there is blank wall at the front façade at the circulation. **Staff request feedback from the Planning Board on the overall composition as it relates to the established neighborhood patterns.**

Porches and Entryways – The main entrance faces the street and is emphasized with a recess and canopy. The entry is at grade which is atypical – for privacy and separation from the public realm, the ground floor living space is typically raised above grade and set back slightly with a stoop and front yard plantings to provide a buffer. In this case, the building is slightly set back but otherwise, the transition is quite abrupt from public to private realm with living space at the ground floor adjacent to the sidewalk.

Cornerboard and Trim Details – More information is needed regarding this level of detail for the building. Articulation is provided through material and trim texture, railings, and recessed entry. The design uses the texture of the material, balcony, overhanging roof line to provide surface articulation and visual interest.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project varies the massing with a hipped roof, recessed balcony.

Standard 2 – Not Met – The street wall is maintained and building placement in relationship to St. Lawrence Street is consistent with the neighboring properties (front yard setback). The project does not provide a sense of transition and privacy for the residential use. The ground floor should be set back, elevated, and/or include transition area such as a planter or porch (refer to strategies found in the context). The ground floor living space is typically raised above the sidewalk grade to provide privacy and transition (although there are a couple of examples within this streetscape of entries at grade). **The Planning Board is asked to weigh in whether this at-grade entry condition is consistent with the context and meets the standard to "respect the existing relationship of buildings to public streets. New development shall be integrated with the existing city fabric and streetscape including building placement, landscaping, lawn areas, porch and entrance areas, fending, and other streetscape elements."**

Standard 3 – Met – The project provides balcony space for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to resident's access to light and air. Storage is provided within the unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill approach.

Standard 6 – Not Applicable

Multi-family Building
The predominant multi-family building type in this context includes triple-decker buildings and some double-triples. These building types are characterized by three stories, flat roofs, pronounced cornice lines with an overhang, bay windows, simple materials and few window types (typically vertical proportioned, double-hung), and two or three-bay, symmetrical façade composition. Accent, or varying window types are not predominant in this context except at stair towers, side elevations. The predominant materials are clapboard with masonry watertable and panel details at bays, brick and shingle also appear. The ground floor is elevated from the sidewalk grade with either a recessed entry with canopy and steps or porches although there is some variation to this on the St. Lawrence streetscape. Occasionally, there are side entries with a porch extending to the sidewalk or very high or at-grade entrances due to the grade changes in the topography.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Not Met – Designed to complement and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The new addition should be distinct from the existing building to which it is an addition. This is accomplished with materials, window types, and details. The building form, height, and massing deviate from the contextual patterns – therefore, to better meet the standard to complement and enhance the residential neighborhood, the details of the building should relate or reference the predominant patterns (material type, placement, window type and proportion).

Façade Materials – The existing portion of the building maintains a fine-grain material consistent with the context. The new addition uses a fine grain material (shiplap). However, the material changes on the upper floor – material placement should remain consistent on all floors.

Roof Pitch – A flat roof with overhanging cornice is appropriate and consistent with the predominant characteristic of the neighborhood. However, the project includes rooftop appurtenances and additions that create complex roof forms. This is not typical or consistent with the context which has predominantly simple roof forms. Additions are most often placed towards the back of the building, minimizing the impact on the public right-of-way and height and massing impacts on the street – the building addition is pushed back and simplified and appears to have minimal impact on the street.

Building Form and Height – A height of five stories is not found in this context – **Planning Board is asked to weigh in on whether five stories adjacent to 1.5 and 2.5 story buildings can be considered to complement and enhance the residential neighborhood**. Simple roof forms are typical – the addition, roof top appurtenances do not complement that predominant formal pattern and should be minimized or revise. Overall, the form is also anomalous to those simple forms found within the context. A courtyard building form is not found in this context. However, in this case, as an addition to an existing building, this form does complement the residential context by making the taller addition more recessive to the traditional, existing building, and creates a vertical proportion façade nearer the street. Staff support the unique

form and massing because it enables the larger scale building to integrate into the existing fabric and mitigate the scale impact – **does the Planning Board agree?**

Window Pattern and Spacing – The alterations to the existing building keep simple window types with a regular, symmetrical pattern consistent with the context. The new addition uses two window types and at proportions and sizes not typical (more square).

Porches and Entryways – The building keeps the two elevated porch entries from the street directly. An additional building entrance is introduced via a courtyard, deeply recessed – there is a legibility issue with this approach. Buildings with this courtyard layout are not found in the context – **the main entrance is made legible with a walkway and gate – is this sufficiently prominent and legible from the street?**

Cornerboard and Trim Details – More information is needed regarding this level of detail for the building. Contemporary buildings typically do not have as much trim details as found in the traditional context – this is acceptable and allows the building to be of its time. The cornice line includes a depth and overhang consistent with multi-family buildings in the context and provides a strong reference that relates to these surrounding buildings.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project includes porches, bays, and balconies. These should be designed to have consistent detailing to appear as part of one building. The relationship of the bays to the balconies is awkward and should be better integrated (refer to triple-decker façade composition for cues). There are too many elements on the building between the bays, the recesses, and the projecting balconies – simplification and consistency should be pursued with elements that relate to the context.

Standard 2 – Not Met – The existing building keeps the established relationship to the street with its width, placement, and entry design (elevated porches). The new addition is anomalous in its relationship to the street – it is set back with a deeply recessed entrance. Staff find logic to this approach – the building is taller and wider than traditional buildings and by setting it back, that scale is mitigated. Therefore, staff support the overall placement; when viewed in the neighborhood plan, this strategy helps the building to fit into the context and the footprint is not overly large – it relates to the surrounding building footprints. However, there are concerns about the relationship of the entrances to the street. There are three entrances with varying levels of design and emphasis – how are these differentiated? How is the courtyard entry legible from the street? **The Planning Board is asked to weigh in on whether the building feels integrated into the existing fabric and streetscape.**

Standard 3 – Met – The project provides balcony space, roof decks, or porches for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to residents' access to light and air. Storage is provided within each unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible

from the downhill approach – screened or enclosed parking would better meet this standard, especially to screen the parking from the neighboring properties and street.

Standard 6 – Not Applicable

Planning and Urban Development Department
Planning Division

Subject: R6 Multi-Family Design Review – 57 St. Lawrence Street

Written by: Caitlin Cameron, Urban Designer

Date of Review: Thursday, April 25, 2019

A design review according to the *City of Portland Design Manual* Standards was performed for the proposed new construction of a multi-family and single-family dwelling at 57 St. Lawrence Street. The review was performed by Caitlin Cameron, Urban Designer, Jean Fraser, Planner, and Rob Wiener, Preservation Compliance Coordinator, all within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *Two-family, Special Needs Independent Living Units, Multiple-family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters* (Section I of the Design Manual).

Additional information:

- Material labels on elevations
- Images showing the project in context

Design Review Criteria:
The multi-family development was reviewed under the Multiple-Family standards.

Findings of the Design Review:
The proposed design **does not pass** all of the criteria of the applicable design standards – please refer to comments below.

Staff noted a number of areas where the current design does not comply with the design standards, and offer suggestions for modifications that would bring the design into compliance.

Design Review Comments *(red text denotes principles or standards that are not met)**:***

Single-family Home
The predominant Single and Two-family building type within this context include front-end gable New England single-family and double house buildings. The characteristics include front-end gables, vertical proportions, one or two-bay, symmetrical façade composition, simple materials and window types (typically vertical proportion, double-hung), slightly recessed entrances with canopy and steps. Occasionally, there are bay windows at the ground floor living space. Materials are predominantly clapboard with a masonry water table, brick and shingle also appear. The buildings on this street have very small front yard setbacks or have a slope that creates a ground floor high above the sidewalk grade.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Not Met – Designed to compliment and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The building's scale and height can be considered harmonious with those found in the context (predominantly one and a half, two and a half, three story). However, the proportion and form of the building is incongruous with single-family homes found within the same streetscape – this building is taller, wider, and uses a hipped roof form. Overall, there are not enough elements to the architecture that complement or enhance the patterns found in the residential context – find more ways to relate the form and style to the context.

Façade Materials – The clapboard material choices is fine-grained, however, it is not clear what the secondary material is proposed to be. The material placement is not consistent with the context – the change in material and its placement does not relate to the context facades where one material is applied throughout the primary building mass with changes for the foundation or details such as bays. Material placement is typically quite simple with a single material for the primary mass of the building. Since this building currently does not include an elevated ground floor, staff suggest that the clapboard could be carried down further towards the ground, the second material placement should be revised.

Roof Pitch – Hipped roofs are not found in this immediate context, especially on single-family homes. The form is not consistent with the use of a hip roof on a three-story, single family home.

Building Form and Height – The building's scale and height relates to those found in the context (predominantly one and a half, two and a half, three story). The building does have a vertical proportion. The form of the building is incongruous with single-family homes found within the same streetscape – this building is taller, wider, and uses a hipped roof form. Staff suggests the roof form and/or façade proportion should be modified. Or, the building could become a two-family or multi-family building and justify a taller, wider building scale.

Window Pattern and Spacing – The composition of the street-facing façade does not relate to the compositions found in single-family residential buildings within the context in several ways. The two-bay rhythm and local symmetry are disrupted by the placement of the door and balcony which do not have a clear relationship with the other façade elements. The ratio of window to solid is higher than found in context and the window placement/pattern differs from the typical pattern (windows are wide and placed wide to the edge of the façade). Though different or smaller windows are often used within stairwells, they align with the other windows in the façade – this is not the case here. There is design justification for smaller windows in the stair but the size and type should be more consistent with the use.

Though the majority of windows align vertically and horizontally, the overall façade composition is not balanced due to the placement of the door and balcony which are

not aligned with the window pattern and throw off the relationships of the façade elements. The material placement/change in a material further alters this overall balance.

Porches and Entryways – The main entrance faces the street but is emphasized with a recess only – additional articulation such as a canopy, stoop, elevated entry, change in materials, porch, etc. should be employed.

Cornerboard and Trim Details – More information is needed regarding this level of detail for the building. Articulation is provided through material and trim texture, railings, and recessed entry. The design uses the texture of the material, balcony, overhanging roof line to provide surface articulation and visual interest.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project varies the massing with a hipped roof, recessed balcony.

Standard 2 – Not Met – The street wall is maintained and building placement in relationship to St. Lawrence Street is consistent with the neighboring properties (front yard setback). The project does not provide a sense of transition and privacy for the residential use. The ground floor should be set back, elevated, and/or include transition area such as a planter or porch (refer to strategies found in the context). The ground floor living space is typically raised above the sidewalk grade to provide privacy and transition – this is an inconsistent relationship with the street.

Standard 3 – Met – The project provides balcony space for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to residents' access to light and air. Storage is provided within each unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill approach.

Standard 6 – Not Applicable

Multi-family Building

The predominant multi-family building type in this context includes triple-decker buildings and some double-triples. These building types are characterized by three stories, flat roofs, pronounced cornice lines with an overhang, bay windows, simple materials and few window types (typically vertical proportioned, double-hung), and two or three-bay, symmetrical façade composition. Accent, or varying window types are not predominant in this context. The predominant materials are clapboard with masonry watertable and panel details at bays, brick and shingle also appear. The ground floor is elevated from the sidewalk grade with either a recessed entry with canopy and steps or porches. Occasionally, there are side entries with a porch extending to the sidewalk.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters:

Standard 1 – Not Met – Designed to compliment and enhance the residential neighborhood; Provide positive visual interest.

Architectural Style – The new additional should be distinct from the existing building to which it is an addition. This is accomplished with materials, window types, and details. The building form, height, and massing deviate from the contextual patterns – therefore, to better meet the standard to complement and enhance the residential neighborhood, the details of the building should relate or reference the predominant patterns (material type, placement, window type and proportion).

Façade Materials – The existing portion of the building maintains a fine-grain material consistent with the context. The new addition uses a fine grain material (shiplap). However, the material changes on the upper floor – material placement should remain consistent on all floors. What material is proposed on the bay windows?

Roof Pitch – A flat roof with overhanging cornice is appropriate and consistent with the predominant characteristic of the neighborhood. However, the project includes rooftop appurtenances and additions that create complex roof forms. This is not typical or consistent with the context which has predominantly simple roof forms. Additions are most often placed towards the back of the building, minimizing the impact on the public right-of-way and height and massing impacts on the street.

Building Form and Height – A height of five stories is not found in this context. This height does not complement or enhance the surrounding neighborhood of one and a half and two and a half stories in this immediate vicinity. Simple roof forms are typical – the addition, roof top appurtenances doe not complement that predominant formal pattern. Overall, the form is also anomalous to those simple forms found within the context. A courtyard building form is not found in this context. However, in this case, as an addition to an existing building, this form does complement the residential context by making the taller addition more recessive to the traditional, existing building, and creates a vertical proportion façade nearer the street.

Window Pattern and Spacing – The alterations to the existing building keep simple window types with a regular, symmetrical pattern consistent with the context. The new addition uses multiple window types and at proportions and sizes not typical (more square). Staff suggest reducing the number of window types and revising the windows to have a proportion more similar to that found in the context. Bays are also included

Porches and Entryways – The building keeps the two elevated porch entries from the street directly. An additional building entrance is introduced via a courtyard, deeply recessed – there is a legibility issue with this approach. Buildings with this courtyard layout are not found in the context – the main entrance needs more prominence and legibility from the street at the very least.

Cornerboard and Trim Details – More information is needed regarding this level of detail for the building. Contemporary buildings typically do not have as much trim details as found in the traditional context – this is acceptable and allows the building to be of its time. The cornice line includes a depth and overhang consistent with multi-family buildings in the context and provides a strong reference that relates to these surrounding buildings.

Façade Variation (Projecting or Recessed Building Elements) – There is adequate façade variation. The project includes porches, bays, and balconies. These should be designed to have consistent detailing to appear as part of one building. The relationship of the bays to the balconies is awkward and should be better integrated (refer to triple-decker façade composition for cues).

Standard 2 – Not Met – The existing building keeps the established relationship to the street with its width, placement, and entry design (elevated porches). The new addition is anomalous in its relationship to the street – it is set back with a deeply recessed entrance. Staff find logic to this approach – the building is taller and wider than traditional buildings and by setting it back, that scale is mitigated. Therefore, staff support the overall placement. However, there are concerns about the relationship of the entrances to the street. There are three entrances with varying levels of design and emphasis – how are these differentiated? How is the courtyard entry legible from the street?

Standard 3 – Met – The project provides balcony space, roof decks, or porches for each dwelling unit. Very little usable open space is provided at the ground level.

Standard 4 – Met – The project has a high level of fenestration and the provision of balconies also contributes to residents' access to light and air. Storage is provided within each unit.

Standard 5 – Met – The parking is structured and set back from the street. There are no garage doors, parking does not face the street. However, the parking areas are exposed and visible from the downhill approach – screened or enclosed parking would better meet this standard, especially to screen the parking from the neighboring properties and street.

Standard 6 – Not Applicable

Portland, Maine — Yes. Life's good here.

Planning & Urban Development Department

LEVEL II and LEVEL III APPLICATION SUBMISSION CHECKLIST

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

General Application Documents

Checklist	Items to be Provided
Yes ✔ NA Plan	**PROJECT DESCRIPTION** • Cover Letter with detailed project description
Yes ✔ NA Plan	**COMPLETED CHECKLIST – LEVEL III APPLICATION**
Yes ✔ NA Plan	**RIGHT, TITLE AND INTEREST** • Deeds, leases, or purchase and sales agreements
Yes NA ✔ Plan	**EVIDENCE OF STATE OR FEDERAL APPROVALS**, if applicable • Permits or letters of non-jurisdiction, if applicable
Yes ✔ NA Plan ✔	**ZONING ASSESSMENT** • Table listing required and proposed uses and dimensional standards Zoning Assessment Table
Yes NA ✔ Plan	**EXISTING &/OR PROPOSED EASEMENTS OR COVENANTS, if applicable** • Evidence of existing easements and any proposed easements
Yes ✔ NA Plan	**WAIVER REQUESTS** • Written request for waiver describing request and reason. Waiver Table
Yes ✔ NA Plan	**FINANCIAL CAPABILITY** • Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
Yes ✔ NA Plan	**TECHNICAL CAPABILITY** • Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

LEVEL II AND LEVEL III SITE PLAN STANDARDS AND SUBMISSION CHECKLIST

Provide assessment of compliance with standards and include supplemental documentation, as applicable.

Please submit each document as a separate PDF file.

TRANSPORTATION

Check list	Assess/Provide/Document:
Yes NA Plan ☐ ✔ ☐	**Transportation Analysis- Traffic Impact (14-526 (a) 1)** • Provisions for pedestrian, bicycle, vehicle, and loading circulation and incremental volume of traffic impacts • Traffic Impact Study (Technical Manual, Section 1) if applicable
Yes NA Plan ✔ ☐ ✔	**Access and Circulation (14-526 (a) 2 a)** • Access and internal circulation, addressing ADA access • Access and egress impacts on traffic flows • Description and use of drive-up features, if applicable
Yes NA Plan ✔ ☐ ✔	**Loading and Servicing (14-526 (a) 2 b)** • Loading and servicing needs, route and travel way geometrics for deliveries • Turning templates for delivery vehicles, if applicable
Yes NA Plan ✔ ☐ ✔	**Sidewalks (14-526 (a) 2 c)** • Sidewalks and condition along street frontages and internal walkways • Engineered details for ADA ramps and public sidewalk details meeting sidewalk materials policy and ADA ramp construction details as applicable (Technical Manual, Section 1)
Yes NA Plan ☐ ✔ ☐	**Public Transit (14-526 (a) 3), if applicable** • Existing available transit services • Proposed site plan design details, such as easement, pad base, and shelter
Yes NA Plan ✔ ☐ ✔	**Off-Street Parking: Vehicle & Motorcycle/Scooter) (14-526 (a) 4 a and c)** • Expected parking demand, proposed parking supply, ADA parking, and applicable Zoning Requirements • Address Technical Manual standards (Section 1) for curb cut separation and parking lot layout and locate on site plan
Yes NA Plan ✔ ☐ ✔	**Bicycle Parking (14-526 (a) 4 b)** • Address bicycle parking requirements and identify locations on-site • Construction details for bike racks (Technical Manual, Section 1)
Yes NA Plan ✔ ☐ ☐	**Snow Storage (14-526 (a) 4 d)** • Management plan for snow removal and locate snow storage areas on plan
Yes NA Plan ☐ ✔ ☐	**Traffic Demand Management (TDM) (14-526 (a) 5), if applicable** • Develop TDM with Trip Reduction Targets and Strategies

ENVIRONMENTAL AND LANDSCAPE FEATURES	
Check list	Assess/Provide/Document:
Yes NA Plan ✔ ✔	**Preservation of Significant Natural Features (14-526 (b) 1), if applicable** • Trees, plants, habitats listed on State or Federal list of endangered or threatened • High and moderate value waterfowl and wading habitat • Aquifers on Casco Bay Islands • Waterbodies (including wetlands, watercourses, significant vernal pools and floodplains) • Proposed preservation areas and protection measures • Documentation from environmental consultants, determinations from applicable state agencies
Yes NA Plan ✔ ✔	**Landscaping and Landscape Preservation (14-526 (b) 2 a)** • Preservation of trees and preservation within required zoning setbacks (Technical Manual, Section 4) • Protection measures of existing vegetation during construction • Protection measures within Shoreland Zone, if applicable
Yes NA Plan ✔ ✔	**Site Landscaping (14-526 (b) 2 b)** • Screening and buffering of service areas and between non-residential and residential uses • Planting plans with plant schedule and sizes (Technical Manual, Section 4)
Yes NA Plan ✔ ✔	**Parking Lot Landscaping (14-526 (b) 2 b ii), if applicable** • Landscaped islands within parking areas (Technical Manual, Section 4)
Yes NA Plan ✔ ✔	**Street Trees (14-526 (b) 2 b iii)** • Existing Heritage or Feature Trees on site and measures to preserve • Identify street trees on the plan meeting the site plan and Technical Manual standards (Section 4) or identify alternative measures, if applicable

ENVIRONMENTAL AND STORMWATER	
Check list	Assess/Provide/Document:
Yes NA Plan ✔ ✔	**Water Quality, Stormwater Management and Erosion Control (14-526 (b) 3 a)** • Stormwater report in compliance with Section 5 of Technical Manual and DEP Chapter 500 stormwater for basic, general and flooding standards, as applicable • Erosion control plan and measures • Evidence of compliance with Urban Impaired Stream Standards pursuant to DEP Chapter 500 stormwater, as applicable • Subsurface sanitary sewage disposal and groundwater protection

PUBLIC INFRASTRUCTURE AND SAFETY	
Check list	**Assess/Provide/Document:**
Yes NA Plan ✔ ☐ ✔	**Consistency with City Master Plans (14-526 (c) 1)** • Identify consistency with master plans • Proposed easements, rights and improvements to connect or continue off-premises public infrastructure, as applicable
Yes NA Plan ✔ ☐ ☐	**Public Safety and Fire Prevention (14-526 (c))** • Address Crime Prevention through Environmental Design (CPTED) (Technical Manual, Section 3) • Emergency vehicle access • Address consistency with public safety standards (Technical Manual, Section 3) • Submit a code summary referring NFPA 1 and all Fire Department standards (Technical Manual, Section 3) – Fire Checklist
Yes NA Plan ✔ ☐ ☐	**Availability and Adequacy of Public Utilities (14-526 (c) 3) (Technical Manual, Sections 2 & 9)** • Electrical services, including providing underground services • Identify existing and proposed connections for public utilities and required public utility upgrades • Sewer line connections are required, if there is a main within 200 feet • Proposed solid waste management facilities on-site and management for the site • Written evidence of the ability to serve from utility companies, as applicable

SITE DESIGN	
Check list	**Assess/Provide/Document:**
Yes NA Plan ✔ ☐ ✔	**Massing, Ventilations and Wind Impact (14-526 (d) 1)** • Wind and ventilation impacts on adjoining structures and/or adjacent public spaces. Wind study, if applicable • Bulk, location or height impacts on adjoining structures • Identify and locate HVAC equipment and venting away from public spaces and residential properties • Identify screening and manufacturing specifications for noise, if applicable
Yes NA Plan ☐ ✔ ☐	**Shadows (14-526 (d) 2), if applicable** • Shadow analysis of impacts on publicly accessible open space (Technical Manual, Section 11)
Yes NA Plan ✔ ☐ ✔	**Snow and Ice Loading (14-526 (d) 3)** • Building design to prevent snow and ice from loading or falling onto adjacent properties or public ways
Yes NA Plan ☐ ✔ ☐	**View Corridors (14-526 (d) 4), if applicable** • Protection of designated view corridors (Portland Design Manual, Appendix 1)

Yes	NA	Plan	
	✔		**Historic Resources (14-526 (d) 5), if applicable** • Identify developments within Historic Districts or affecting Designated Landmarks • Certificate of Appropriateness or other evidence • Identify Developments within 100 feet of Historic Districts or affecting Designated Landmarks. Advisory HP review may be required • Address preservation and documentation of Archaeological Resources
✔		✔	**Exterior Lighting (14-526 (d) 6)** • Cut sheets of on-site light fixtures and any architectural or specialty lights (Technical Manual, Section 12) • Engineered details for any lights proposed in street right-of-way (Technical Manual, Section 10)
	✔		**Noise and Vibration (14-526 (d) 7)** • Evidence of noise levels for equipment, such as equipment specifications, to demonstrate consistency with zoning requirements
	✔		**Signage and Wayfinding (14-526 (d) 8), if applicable** • Signage plan showing the location, dimensions, height and setback of all existing and proposed signs. Signs in Historic Districts are reviewed by Historic Preservation staff • Proposed commercial and directional signage on site
✔		✔	**Zone Related Design Standards (14-526 (d) 5)** • Address Historic Preservation Design Review, if applicable • Address any applicable design review standards by zone • Address submission requirements from Design Manual, page 1, addressing neighborhood context • Description of exterior materials, color, finish, and samples

Construction Management Plan

Check list	
Yes NA Plan ✔	**Construction Management Plan** • Construction Management Document and Plan

Level II and Level III Site Plan Checklist

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

☑ **RECENT BOUNDARY SURVEY** (stamped by Maine Licensed Surveyor)

Must be in compliance with Technical Manual, Section 13

SITE PLAN(s) (stamped by Maine Licensed Engineer) including:

☑ **Existing Conditions**

- Approximate location of structures on abutting property
- Topography
- Locate water courses
- Delineate wetlands
- Zone lines

☑ **Proposed Site Plan**

- Ground floor area, and grade elevations for all buildings

☑ **Access, Circulation, and Parking**

- Streets and intersections adjacent to site , any proposed geometric modifications
- Location, dimensions and materials of all existing and proposed driveways, vehicle, bicycle, & pedestrian access ways with corresponding curb lines
- Engineered specifications/ cross-sections for proposed driveways, sidewalks & paved areas
- Location and dimensions of proposed loading areas
- Existing and proposed transit infrastructure with dimensions/ engineering specifications
- Location of vehicle and bicycle parking with dimensions and engineering specifications

---

☑ **Site Considerations**

- Identify snow storage areas
- Location of fire hydrants
- Location of solid waste management facilities

☑ **UTILITY PLAN** including:

- Existing utilities on site and within public streets
- Location, sizing, and directional flows of all existing and proposed utilities
- Location and dimensions of off-premises public or publicly accessible infrastructure adjacent to site
- Electric utility infrastructure

☑ **GRADING and DRAINAGE PLAN** including:
• Existing grades and drainage • Proposed grades • Proposed stormwater management meeting Technical Manual (Section 5) standards • Location and proposed alteration of a water course • Preservation or alteration of wetlands
☐ **EROSION CONTROL**
• Must be in compliance with Technical Manual, Section 5
☑ **LANDSCAPE PLAN** including:
• Existing vegetation to be preserved and preservation measures • Proposed landscaping and buffers • Planting schedule
☑ **RECORDING PLAT,** if applicable
• IF SUBDIVISION: Must be in compliance with requirements of Section 14-496 (b)
☑ **ARCHITECTURAL PLANS & RENDERINGS** including:
• Exterior building elevations, color renderings, illustrations of all sides • Location and dimensions of all existing & proposed HVAC & mechanical equipment, all proposed screening • Provide context drawings, if applicable (Design Manual, page 1) • Floor plans

55 to 59 St Lawrence Street

LEVEL III FINAL SITE PLAN APPLICATION

shinberg CONSULTING, LLC

APPLICANT

ST LAWRENCE DEVELOPMENT, LLC

PO Box 4424
Portland, Maine 04101
(207) 772-7070

July 22, 2019

City of Portland Planning Department &
City of Portland Planning Board Members
389 Congress Street
Portland, Maine 04101

55 to 59 St Lawrence Street Apartments in Portland Maine

Dear Planning Board Members and City Staff,

On behalf of St Lawrence Development LLC we are pleased to submit this Level III Final Site Plan Application to renovate an existing 7-unit apartment building and add 8 more apartments adjacent to the current building plus one stand-alone Town House style apartment for a total of 16 apartments with 16 parking spaces.

Currently, the Inclusionary Zoning Conditional Use ("IZCU") Ordinance requires that a certain number of affordable units must be constructed based on the total number of units proposed. However, Developers can opt to buy out this requirement by paying a fee in lieu. This typically results in projects performing better financially, so it is an attractive option.

At the Planning Board Workshop I expressed my personal belief that all new developments should have at least one affordable Unit. The IZCU Ordinance requires that this project have 1.6 affordable units based on its size. While I will pay the fee in lieu for .6 units, I am retaining one full unit under the IZCU. I am pledging that one IZCU Unit will have a Deed Restriction that requires that the unit will remain affordable for 99 years. The other Affordable Unit in this project will also have a 99-year Deed Restriction. Therefore, 12.5 % of the apartments in this project will remain affordable for 99 years. Any required impact fees will also be paid as per the City's requirements.

After listening to the neighbors at the Neighborhood Meeting and listening to comments from the neighbors, City Staff and the City Planning Board we have made several revisions to the Final Application.

- The footprint of the building has been reduced to provide more space at the rear yard toward the homes on Atlantic Street that share a fence at the property line.
- The reduction in the footprint will reduce the massing that faces the abutter to the north.
- The Main Entry has been recessed into the building allowing for a better parking space closest to the entry and also provides a safer pedestrian walkway and entrance.
- The courtyard has been amended to accent the main pathway from St Lawrence Street to the Main Entrance thus creating a safer combined vehicle and pedestrian entrance.
- The Town House entry has been raised per the Staff recommendations.
- Working together with City Staff we have addressed the parking, circulation and lighting issues.
- The street tree replacement requirement will be addressed by paying the fee established by the City for the number of trees required by the ordinance.
- In a meeting with Jeff Tarling we have identified the issues with the trees located on the neighboring property. The two large trees that are in bad condition are Silver Maples. These are among the weakest of the Maple trees and are estimated to be approximately 100 years old. Attached are photographs of damage done to a car in the parking lot located at 57 St Lawrence Street that occurred in January 2017. It is our intent to work with the neighbor at the north side of the property to plant trees that are acceptable to both parties and approved by the City Arborist.
- Provide additional trees or landscaping to provide more buffer with the neighbor to the north side.
- Provide additional information on how the erosion control will be met.
- I have provided legal documentation that demonstrates the right to both make improvements to the shared driveway that includes paving and maintaining the utilities located underneath.

As discussed at the Planning Board Workshop on July 9, the existing building will remain intact and get completely renovated.

The apartment building is approximately 100 years old and needs substantial updates to most or all of the heating, mechanical, plumbing and electrical systems as well as the need to replace all of the windows, some exterior doors and several interior doors, remove the asbestos siding, and replace the roof. It will be transformed into an energy-efficient building utilizing modern long-

lasting exterior materials that match the look and character of the buildings nearby. This plan provides much needed modern accessible urban infill housing that recognizes the character of the existing neighborhood.

The Site

The site is comprised of 11,644 square feet and is located near to the intersection of Sherbrook Street and St Lawrence Street. There are many multifamily 3-to-4-story buildings nearby that range in height from 25 to 45 feet. It should be noted that there are several multi-family buildings nearby that are constructed close to or at the 45-foot maximum height.

The site is partially covered with an impervious paved parking lot plus a yard space at the rear of the property.

Project Description

The main building will be constructed with five levels including a basement area that is located under a portion of the first floor that is currently the existing basement for the apartment building. The Garden Level will have a main front and rear entrance, mechanical room(s), trash, recycling and bicycle storage area, storage lockers for the tenants and an elevator that goes to the third floor. The stand-alone Town House Unit will be constructed to three stories with one parking space adjacent to the unit.

55 to 59 St Lawrence Apartments will include four 1-bedroom apartments, nine 2-bedroom apartments and two 3-bedroom apartments plus the Townhouse Unit located at 55 St Lawrence Street. Apartment 103 is a 1 bedroom apartment that will be Deed Restricted for 99 years as the Affordable Unit as required in the Munjoy Hill Overlay Zone to construct the building to 45 feet. A total of 16 apartments requires that 1.6 units Inclusionary Zoning Conditional Use (IZCU) units are included. Apartment 203 will be designated as the one IZCU unit with a Deed Restriction for 99 years. A fee-in-lieu for the remaining .6 unit as required by the IZCU will be paid to the City of Portland as per the amount determined by the Housing Program Manager.

Parking for 55 to 59 St Lawrence Street

The project will have a total of 16 parking spaces. The surface parking lot will have 15 parking spaces, of which 6 will be tandem. One additional space will be designated to the Town House Unit located at 55 St Lawrence Street.

Design Elements

Mark Mueller Architects has addressed the design elements and comments provide by City Staff. This is presented as a separate memo attached to the application.

We have worked diligently with our skilled design professionals to create an exciting project that will be a great addition to the Munjoy Hill neighborhood. The project team is comprised of local businesses, including the Owner, Owner's Representative, General Contractor, Landscape Architect, Architect and Engineering Firms.

Please consider this application complete for the next available Planning Board Meeting and Public Hearing.

Do not hesitate to contact me if you desire any additional information or have any questions.

Sincerely,

Greg Shinberg

Owner's Representative
St Lawrence Development LLC
Shinberg Consulting LLC

Att. C

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from **Greg L.Shinberg** , _____ , whose mailing address is **37 Beech Hill Road, Freeport, Me 04032** (hereinafter called "Purchaser"), this **28th** day of **November** , **2017** , the sum of **Ten Thousand** Dollars ($**10,000.00**) as earnest money deposit toward purchase and sale of certain real estate owned by **57 St. Lawrence Street LLC, Hiram Cottage Properties LLC** (hereinafter called the "Seller") and located at **57 St. Lawrence Street** in the city/town of **Portland** , County of **Cumberland** , State of Maine, described as follows: **11598 SF lot with a 7 unit building situated thereon**

_____ and being fully more described at said County Registry of Deeds in Book **32689** , Page **166** , upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable):
all appliances as viewed on 11-27-17 .

2. PURCHASE PRICE: The total Purchase Price is **Two Million, One Hundred Twenty Thousand** Dollars ($ **2,120,000.00**), with payment made as follows:

Earnest money to be delivered on or before **11/29/2017** :	$ **10,000.00**
Other: **after 21 business days from the effective date**	$ **15,000.00**
Other:	$
Balance due at closing, in immediately-available funds:	$ **2,095,000.00**

DS

3. EARNEST MONEY/ACCEPTANCE: **The Flaherty Group** ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing. This offer shall be valid until ~~November 29~~ 12/1, **2017** at **8:00** (☐ AM ☒ PM). In the event of Seller's non-acceptance of this offer, the earnest money shall be returned promptly to Purchaser

DS

4. TITLE: Within **21** 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 earnest money immediately shall be returned to Purchaser 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 **on or before 8-1-18** (the "Closing Date") to Purchaser by Maine Statutory Short-Form **warranty** Deed (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. 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.

 Buyer's Initials DS _____ Seller's Initials DS APR DS SB

The Flaherty Group, 386 Bridgton Rd Westbrook, ME 04092 Phone: (207)400-3121 114 Fax: 207-878-3579 Greg Shinberg
Karen Thompson
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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 earnest money deposit, 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.

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.
   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.
   f. ---

10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of property disclosure form attached hereto. 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 **21** days of the Effective Date.

    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 said earnest money shall be returned to Purchaser. 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: (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 agrees to provide Purchaser within five (5) days of the Effective Date of this Contract complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have **15** days from the date Purchaser has been provided all Leases and income and expense information to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the earnest money shall be immediately refunded to Purchaser and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser will be 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 Lease within **15** days from delivery of forms therefor. Purchaser shall also on a rolling basis have **15** 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 earnest money shall be immediately refunded to Purchaser 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 earnest

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Greg Shinberg

money 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:
57-1 Waszak/Hewitt (through 11-30-17); 57-2 Lowe; 57-3 Berg/DiMenna
59-1 McDonald ; 59-2 Veilleux ; 59-3 Smith; 59-4 Scrutchfield/Hill

12. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser's obligation to close hereunder is conditioned upon Purchaser's obtaining within **Seventy-Five** (**75**) days from the Effective Date of this Contract (the "Commitment Date") a written commitment (the "Commitment") from a lender for a mortgage loan of not less than **80.000** % of the purchase price at an initial interest rate not to exceed **8.000** % per annum, amortized over a period of not less than **Fifteen** (**15**) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall within **Two** (**2**) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that **- ----------** ("Transaction Broker") is acting as a transaction broker in this transaction and does not have a client relationship with either Purchaser or Seller. **Karen J Thompson** ("Selling Agent") is acting as a **Buyer** agent in this transaction and is representing **Greg L Shinberg** and that **Marie Flaherty** ("Listing Agent") is acting as a **Seller** agent in this transaction and is representing **57 St.Lawrence &Hiram CottageProp LLC** (Transaction Broker, Selling Agent and Listing 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 and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled to either (i) pursue any and all legal and/or equitable remedies or (ii) terminate this Contract and receive the earnest money 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 earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money 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 earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. 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 earnest money in the court to resolve said dispute, or otherwise disburse the earnest money 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 earnest money.

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.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
Greg Shinberg

17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Buyer.

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: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the 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. ADDENDA: This Contract has addenda containing additional terms and conditions. Yes ____ No **X** .

24. OTHER PROVISIONS:
Earnest monies in the amount of $25,000 shall become non-refundable after the 21 business day due diligence period. If at the buyers option, the contract is extended beyond August 1,2018 to October 1,2018, the buyer shall deliver an additional non-refundable deposit of $15,000 on August 1, 2018, which shall not be applied to the purchase price but will be considered payment above and beyond the contract price.

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.

Greg L.Shinberg
Legal Name of Purchaser

Tax ID #

By: DocuSigned by: 24F1C7014B8A447...
Signature

Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of **N/A** . In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this 1st day of December, 2017.

57 St. Lawrence Street LLC, Hiram Cottage Properties LLC
Legal Name of Seller

Tax ID #

 Buyer's Initials DS Seller's Initials ____

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

Anthony P Russo
E272966CAC4F427...
DocuSigned by:

Anthony Russo 57 St. Lawrence Street LLC

By: Susan Baker
152F56A562634D6...
Signature

Susan Baker Hiram Cottage Properties LLC
Name/Title, thereunto duly authorized

The Flaherty Group
Legal Name of Escrow Agent

Marie Flaherty, Treasurer
Name/Title, thereunto duly authorized

DocuSigned by:
By: Marie E Flaherty
E1DC90782B4C40D...
Signature

EFFECTIVE DATE OF THIS CONTRACT: 12/1/2017 , _____ .

Copyright © 2012. All rights reserved. This instrument may not be reproduced in whole or in part without the prior written consent of the Maine Commercial Association of REALTORS®.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Greg Shinberg

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

MLS # 1332681

DS 11/29/2017

This page contains a detailed description of the Parcel ID you selected.

New Search!

DS APR DS SB

Current Owner Information:

Services

CBL	016 E016001
Land Use Type Verify legal use with Inspections Division	FIVE TO TEN FAMILY
Property Location	57 ST LAWRENCE ST
Owner Information	57 ST LAWRENCE STREET LLC & HIRAM COTTAGE PROPERTIES LLC PO BOX 593 PORTLAND ME 04112
Book and Page	32689/166
Legal Description	16-E-16-19 ST LAWRENCE ST 57-59 11598 SF
Current Rental Registration	Yes
Acres	0.2663

Current Assessed Valuation:

TAX ACCT NO.	2592
LAND VALUE	$145,700.00
BUILDING VALUE	$273,300.00
NET TAXABLE - REAL ESTATE	$419,000.00
TAX AMOUNT	$9,071.36

OWNER OF RECORD AS OF APRIL 2017
57 ST LAWRENCE STREET LLC & HIRAM COTTAGE PROPERTIES LLC
PO BOX 593
PORTLAND ME 04112

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	1915
Style/Structure Type	
# Units	7
Square Feet	9600

View Sketch View Map View Picture

Exterior/Interior Information:

	Building 1
Levels	B1/B1
Size	2400
Use	SUPPORT AREA
Height	7
Heating	NONE
A/C	NONE

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

	Building 1
Levels	01/01
Size	2400
Use	APARTMENT
Height	9
Walls	FRAME
Heating	UNIT HEAT
A/C	NONE

DS 11/29/2017

DS APR DS SB

	Building 1
Levels	02/03
Size	2400
Use	APARTMENT
Height	9
Walls	FRAME
Heating	UNIT HEAT
A/C	NONE

Other Features:

	Building 1
Size	1X2304

	Building 1
Size	1X48

	Building 1
Size	1X30

	Building 1
Size	1X30

	Building 1
Size	1X48

	Building 1
Structure	PORCH - COVERED
Size	120X1

	Building 1
Structure	PORCH - COVERED
Size	4X12

	Building 1
Size	1X120

Outbuildings/Yard Improvements:

	Building 1
Year Built	1976
Structure	ASPHALT PARKING
Size	1X4000
Units	1
Grade	C
Condition	3

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

DS 11/29/2017

DS APR DS SB

	Building 1
Year Built	1970
Structure	SHED FRAME
Size	1X120
Units	1
Grade	C
Condition	3

Sales Information:

Sale Date	Type	Price	Book/Page
10/27/2015	LAND + BUILDING	$0.00	32689/166
6/12/2015	LAND + BUILDING	$0.00	32341/090
4/25/2013	LAND + BUILDING	$0.00	30588/092
9/26/1984	LAND + BUILDING	$0.00	6573/221

New Search!

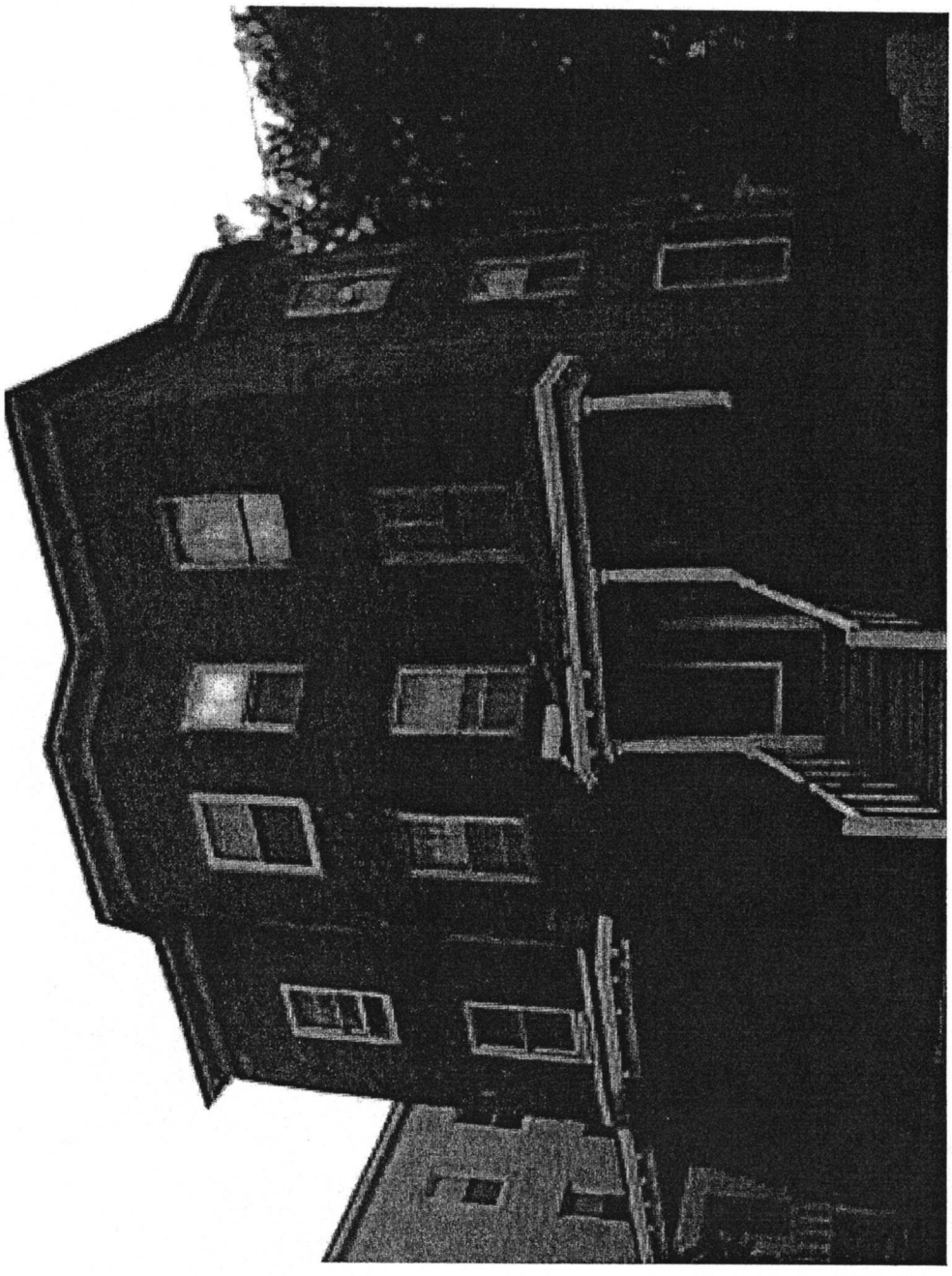
DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

DS

11/29/2017

DS APR

DS SB



DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

PERIOD: January 1, 2016 - December 31, 2016

PROPERTY LOCATION: 57-59 St. Lawrence St., Portland, Me

Owner: Russo/Baker

1. INCOME

Rents Received:	$85,432.00
Other Income:	0.00
TOTAL INCOME:	**$85,432.00**

2. EXPENSES

A. Advertising	
B. Cleaning and maintenance	$3,216.00
C. Management Fees	
D. Insurance	$3,760.00
E. Legal Fees	
F. Mortgage Interest paid to Banks	
G. Other	
H. Repairs	$5,880.00
I. Supplies	$1,840.00
J. Taxes	$8,692.00
K. Oil	
L. Gas	
M. Water & Sewer-Gas & Electric water & sewer	$11,270.00
N. Electric	
O. Painting and Decoration	
P. Plumbing	
Q. Plowing	
R. Trash	
TOTAL EXPENSES:*	**$ 34,658.00**

** Does not include depreciation*

2017 Current rent roll:
57-#1 - 1 BR - $1000 mo.
57-#2 - 1 BR - $970 mo.
57-#3 - 2 BR - $1400 mo. (water views)
59-#1 - 2 BR - $1150 mo.
59A-#2 - 2 BR - $1100 mo.
59A-#3 - 2 BR - $1150 mo.
59A-#4 - 3 BR - $1600 mo. (water views)

Current gross monthly rent = $8,370.00

DS 11/29/2017

DS APR DS SB

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any Buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

PROPERTY LOCATED AT: 57 St. Lawrence St. Portland, Me 04112

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Seasonal _____ ☐ Unknown
☐ Drilled ☐ Dug ☐ Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
Pump: ☐ Yes ☐ No ☒ N/A Quantity: ..... ☐ Yes ☒ No ☐ Unknown
Quality: ☐ Yes ☒ No ☐ Unknown
~~If YES to any question, please explain in the comment section below or with attachment.~~

~~WATER TEST:~~ ~~Have you had the water tested?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~
~~IF YES: Date of most recent test:~~ _____ ~~Are test results available?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~
~~To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?~~ ☐ ~~Yes~~ ☐ ~~No~~
~~IF YES, are test results available?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~
~~What steps were taken to remedy the problem?~~ _____

- ~~IF PRIVATE:~~

~~INSTALLATION:~~ ~~Location:~~ _____
~~Installed BY:~~ _____ ~~DATE of Installation:~~ _____
~~USE:~~ ~~Number of Persons currently using system?~~ _____
~~Does system supply water for more than one household?~~ ..... ☐ Yes ☐ No ☐ ~~Unknown~~

COMMENTS: Billed by Portland Water District. Stormwater fee $436/year
Source of SECTION I information: Seller

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☒ Public ☐ Private ☐ Quasi-Public _____ ☐ Unknown

- IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected? ☐ Yes ☒ No ~~If yes, what results:~~ _____
Have you experienced any problems such as line or other malfunctions? ..... ☐ Yes ☒ No
~~What steps were taken to remedy the problem?~~ _____

- ~~IF PRIVATE:~~

~~TANK:~~ ☐ ~~Septic Tank~~ ☐ ~~Holding Tank~~ ☐ ~~Cesspool~~ ☐ ~~Other:~~ _____
~~Tank Size:~~ ☐ ~~500 Gal.~~ ☐ ~~1000 Gal.~~ ☐ ~~Unknown~~ ☐ ~~Other:~~ _____
~~Tank Type:~~ ☐ ~~Concrete~~ ☐ ~~Metal~~ ☐ ~~Unknown~~ ☐ ~~Other:~~ _____
~~Location:~~ _____ ~~OR~~ ☐ ~~Unknown~~ ~~Date of Installation:~~ _____
~~Date Last Pumped:~~ _____ ~~Name of Company Pumping Tank:~~ _____
~~Have you experienced any malfunctions?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~
~~If yes, give the date and describe the problem:~~ _____
~~Date of Last Servicing of tank:~~ _____ ~~Name of Company Servicing Tank:~~ _____
~~LEACH FIELD:~~ ..... ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~
~~IF YES: Location:~~ _____
~~Date of installation of leach field:~~ _____ ~~Installed by:~~ _____
~~Date of Last Servicing of leach field:~~ _____ ~~Name of Company Servicing leach field:~~ _____
~~Have you experienced any malfunctions?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~
~~If yes, give the date and describe the problem & what steps were taken to remedy:~~ _____
~~Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for?~~ ☐ ~~Yes~~ ☐ ~~No~~
~~IF YES, is it available?~~ _____
~~Is System located in a Shoreland Zone?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~
~~Is System located in a Coastal Shoreland Zone?~~ ..... ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~

COMMENTS: Billed by Portland Water District
Source of SECTION II information: Seller

 Buyer(s) Initials DS _____ Seller(s) Initials DS APR DS SB

The Flaherty Group, 386 Bridgton Road Westbrook, ME 04092
Marie Flaherty
Phone: (207)400-3115 Fax:

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

PROPERTY LOCATED AT 57 St. Lawrence St., Portland, Me 04112

SECTION III. HEATING SYSTEM(S)/SOURCES(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	Rinnai/gas hot wat			
Age of system(s)/source(s)				
Name of company that services system(s)/source(s)				
Date of most recent service call				
Annual consumption per system/ source (i.e., gallons, kilowatt hours, cord(s))	Individually metered			
Malfunction per system(s)/ source(s) within past 2 years				
Other pertinent information				

Is there an oil supply line? ☐ Yes ☐ No ☒ Unknown Is it buried? ☐ Yes ☐ No ☒ Unknown Is it Sleeved? ☐ Yes ☐ No ☒ Unknown

Chimney(s): ☐ Yes ☐ No If yes, lined: ☐ Yes ☐ No ☒ Unknown Last Cleaned: _____

Is more than one heat source vented through one flue? ☐ Yes ☒ No ☐ Unknown Had a chimney fire: ☐ Yes ☐ No ☒ Unknown

Has chimney been inspected? ☐ Yes ☒ No ☐ Unknown; If Yes, when: _____ Direct/Power Vent: ☐ Yes ☒ No ☐ Unknown

COMMENTS: _____

Source of SECTION III information: Seller

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☐ No ☒ Unknown

~~IF YES: Are tanks in current use?~~ ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~

~~IF NO above: How long have tank(s) been out of service?~~ _____

~~What materials are, or were, stored in the tank(s)?~~ _____

~~Age of tank(s):~~ _____ ~~Size of tank(s):~~ _____

~~Location:~~ _____

~~Have you experienced any problems such as leakage?~~ _____

~~Are tanks registered with the Dept. of Environmental Protection?~~ ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~

~~If tanks are no longer in use, have tanks been abandoned according to D.E.P.?~~ ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~

COMMENTS: _____

Source of information: Seller

B. ASBESTOS - Current or previously existing:

- as insulation on the heating system pipes or duct work? ☐ Yes ☐ No ☒ Unknown
- in the siding? ☐ Yes ☐ No ☒ Unknown
- in the roofing shingles? ☐ Yes ☐ No ☒ Unknown
- in flooring tiles? ☐ Yes ☐ No ☒ Unknown
- other: _____ ☐ Yes ☐ No ☒ Unknown

Source of information: Seller

COMMENTS: none

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

~~IF YES: Date:~~ _____ ~~By:~~ _____

~~Results:~~ _____ ~~If applicable, What remedial steps were taken?~~ _____

~~Has the property been tested since remedial steps?~~ ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~

~~Are test results available?~~ ☐ ~~Yes~~ ☐ ~~No~~ ~~Results & Comments:~~ _____

Source of information: Seller

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

~~IF YES: Date:~~ _____ ~~By:~~ _____

~~Results:~~ _____ ~~If applicable, What remedial steps were taken?~~ _____

~~Has the property been tested since remedial steps?~~ ☐ ~~Yes~~ ☐ ~~No~~ ☐ ~~Unknown~~

~~Are test results available?~~ ☐ ~~Yes~~ ☐ ~~No~~ ~~Results & Comments:~~ _____

Source of information: Public water

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: *(Note: Lead-based paint is most commonly found in homes constructed prior to 1978)*

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? ☐ Yes ☐ No ☐ Unknown ☒ Unknown but possible due to age

IF YES, describe location and the basis for the determination: _____

Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards: ☐ Yes ☒ No

~~IF YES, describe:~~ _____

Are you aware of any cracking, peeling or flaking paint? ☒ Yes ☐ No

COMMENTS: none

Source of information: Seller/visible/age of home

PROPERTY LOCATED AT 57 St. Lawrence St., Portland, Me 04112

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:
TOXIC MATERIAL: ☐ Yes ☐ No ☒ Unknown OTHER:
LAND FILL: ☐ Yes ☐ No ☒ Unknown
RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☒ Unknown
Source of information: Seller
Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations (including condominiums and PUD's) or restrictive covenants? ☐ Yes ☒ No ☐ Unknown
~~IF YES: Explain:~~
What is your source of information: Deed

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? ☐ Yes ☒ No ☐ Unknown
IF YES: Explain: Forest Management and Harvest Plan available? ☐ Yes ☒ No ☐ Unknown

- Is this house currently covered by a flood insurance policy? ☐ Yes ☒ No ☐ Unknown
- Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: Hot water heater leasedfrom Unitil
- Year Principal Structure Built: 1915 What year did Seller acquire property? 1984
- Roof: Year Shingles/Other Installed: Rubber - 1995
  Water, moisture or leakage: Yes, minor leak in 3rd floor left unit in heavy rain
  Comments: none
- Foundation/Basement: Sump Pump: ☐ Yes ☒ No ☐ Unknown Comments: old foundation
  Water, moisture or leakage since you owned the property: ☒ Yes ☐ No ☐ Unknown Comments: moisture present
  Prior water, moisture or leakage? ☒ Yes ☐ No ☐ Unknown Comments: not standing water
- Mold: Has the property ever been tested for mold? ☐ Yes ☒ No ☐ Unknown ~~If YES, are test results available?~~ ☐ ~~Yes~~ ☐ ~~No~~
- Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: ☐ Unknown
- Has all or a portion of the property been surveyed? ☐ Yes ☐ No ☒ Unknown ~~If YES, is the survey available?~~ ☐ ~~Yes~~ ☐ ~~No~~
- Manufactured Housing: Mobile Home - ☐ Yes ☒ No ☐ Unknown Modular - ☐ Yes ☒ No ☐ Unknown
- KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: none known

Source of SECTION V information: Seller

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☐ Yes ☒ No

SECTION VI. ADDITIONAL INFORMATION

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

DocuSigned by: Anthony P Russo — SELLER — 12/1/2017 DATE
57 St. Lawrence Street, LLC

DocuSigned by: Susan Baker — SELLER — 12/1/2017 DATE
Hiram Cottage Properties, LLC

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER — DATE

DocuSigned by: — BUYER — 11/29/2017 DATE

REALTOR®
Maine Association of REALTORS®/Copyright © 2017.
All Rights Reserved. Revised 2016.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

EQUAL HOUSING OPPORTUNITY

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN 57 St. Lawrence Street, LLC, Hiram Cottage Properties, LLC (hereinafter "Seller")

AND _____ (hereinafter "Buyer")

FOR PROPERTY LOCATED AT 57 St. Lawrence St., Portland, Me 04112

Said contract is further subject to the following terms:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards **(check one below)**:

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

__X__ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller **(check one below)**:

_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

__X__ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has **(check one below)**:

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. 12/1/2017

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: Anthony P Russo 12/1/2017
E272966CAC4F427...
Seller Date

57 St. Lawrence Street, LLC

DocuSigned by: Susan Baker 12/1/2017
152F56A562634D6...
Seller Date

Hiram Cottage Properties, LLC

Agent Date

Marie Flaherty

DocuSigned by:
24F1C7014B8A447...
Buyer 11/29/2017
Date

Greg L Shinberg

Buyer Date

Agent Date

Karen J Thompson

Maine Association of REALTORS®/Copyright © 2017.
All Rights Reserved. Revised 2017.

REALTOR®

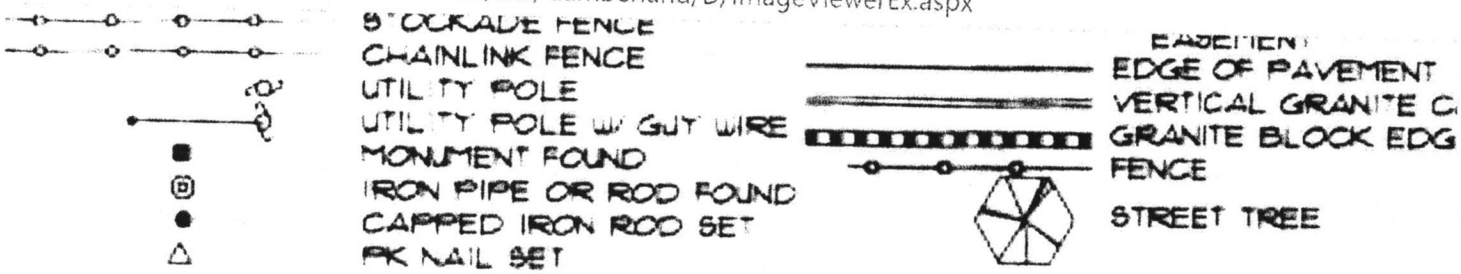
The Flaherty Group, 386 Bridgton Road Westbrook, ME 04092
Marie Flaherty
Phone: (207)400-3115 Fax:

EQUAL HOUSING OPPORTUNITY

57 St. Lawrence St.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63
Secure https://i2a.uslandrecords.com/ME/Cumberland/D/ImageViewerEx.aspx



ZONE INFORMATION

EXISTING ZONE: B-1, NEIGHBORHOOD BUSINESS ZONE
PROPOSED USE: COMMERCIAL SPACE AND MULTIFAMILY DWELLINGS

SPACE STANDARDS	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	0.25 AC.
MINIMUM STREET FRONTAGE	50 FEET	121.9 FEET
MINIMUM FRONT YARD	10 FEET MAX.	1.5 FEET
MINIMUM REAR YARD	NONE	5.3 FEET
MINIMUM SIDE YARD	NONE ①	10.1 FEET
MINIMUM SIDE YARD ON A SIDE STREET	10 FEET MAX.	0.5 FEET
MINIMUM LOT WIDTH	NONE	118.5 FEET
MAXIMUM BUILDING HEIGHT	50 FEET	50 FEET
MAXIMUM IMPERVIOUS SURFACE RATIO	90%	89%
FLOOR AREA	10,000 SQ. FT. MAX.	9,122 SQ. FT
MINIMUM AREA PER DWELLING UNIT	435 SQ. FT.	834 SQ. FT.
OFF STREET PARKING	1 SPACE PER UNIT	18 SPACES

① EXCEPT THAT WHERE A SIDE YARD ABUTS A RESIDENTIAL ZONE OR A FIRST FLOOR RESIDENTIAL USE, A MINIMUM OF TEN (10) FEET IS REQUIRED.

State of Maine, Cumberland SS
Registry of Deeds
Received May 13
at 11 h 05 m A M and
Plan Book 214 Page
Attest: Pamela E

435 sf land area per unit.

DS
11/29/2017

DS
APR

DS
SB

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

EXHIBIT A
TO WARRANTY DEED FROM ANTHONY P. RUSSO AND JANE RUSSO
TO
57 ST. LAWRENCE STREET, LLC

Our one-half interest in and to a certain lot or parcel of land with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine and being more particularly described as follows:

BEGINNING on the northeasterly side of St. Lawrence Street, and bounded and described as follows, to wit:

COMMENCING on the said side of said Street at the west corner of land formerly of Washington Griffin and thence running on said Street northwesterly fifty-five (55) feet to land conveyed by the St. Lawrence Congregational Parish to Hattie L. B. Howatt, by deed dated April 7, 1898 and recorded in the Cumberland County Registry of Deeds in Book 660, Page 360; thence northeasterly along the line of said Howatt land one hundred twenty (120) feet more or less to land once of Sewall Mitchell afterwards of Hattie N. Brooks; thence southeasterly along line of last named land fifty-five (55) feet to said Griffin land, and thence southwesterly along line of said Griffin land 120 feet more or less, to the corner and point of beginning.

ALSO our one-half interest in and to another certain lot or parcel of land situated on the easterly side of St. Lawrence Street in the Munjoy Hill section of the City of Portland, County of Cumberland and State of Mane, further bounded and described as follows:

BEGINNING at the southwesterly corner of said St. Lawrence Street of land now or formerly of Shaya Zimelman. Thence from said point of beginning and by said St. Lawrence Street southeasterly 45 feet, more or less, to the northerly side of St. Lawrence Place; thence by said St. Lawrence Place northeasterly 113 feet, more or less, to land of Izetta M. Stockbridge; thence by said Stockbridge land and by land of Thomas D. Paolino northwesterly 42 feet, more or less, to a fence post at the southeasterly corner of land of Shaya Zimelman; thence by said Zimelman land southwesterly, 115 feet, more or less, to the point of beginning.

Also all our right, title and interest, if any, in and to all passageways, lanes, streets or alleys adjoining, abutting and /or running with the above described premises.

Said above described lot contains 4,960 square feet, more or less.

DS 11/29/2017

DS APR DS SB

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

The above described premises are conveyed subject to all the restrictions, covenants and agreements contained in a deed from the Portland Renewal Authority to Shaya and Bella Zimelman dated September 4, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3596, Page 37.

The aforesaid, as all of the other covenants contained in the aforesaid Indenture to Shaya and Bella Zimelman from Portland Renewal Authority, shall be a covenant running with the land shall be enforceable in the same manner as prescribed in said Indenture for the enforcement of the covenants therein contained.

Being the same premises as described as Parcel II in the Quit Claim Deed from Anthony P. Russo to Anthony P. Russo and Jane Russo dated April 17, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30588, Page 92.

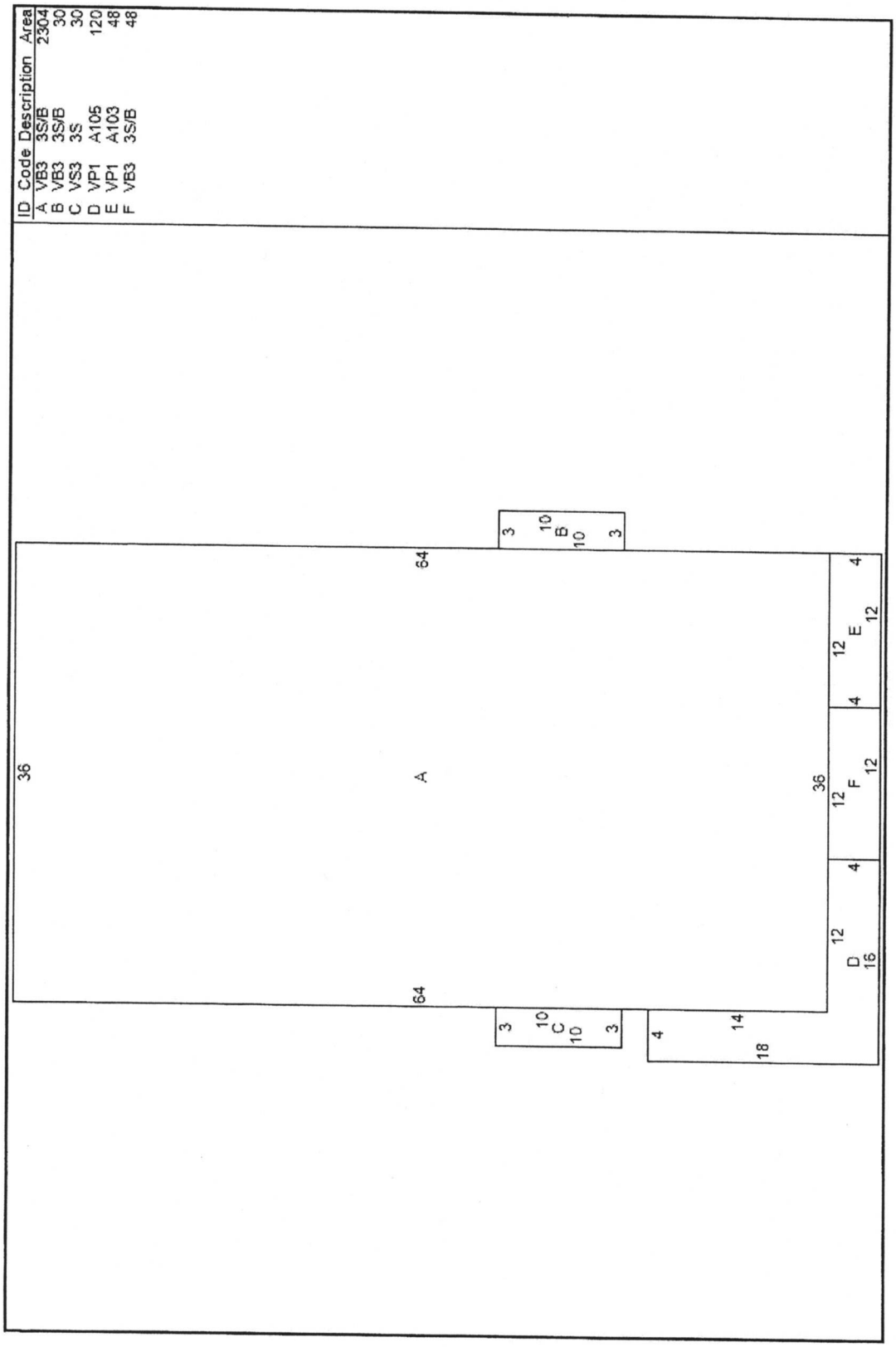
DS 11/29/2017

DS APR

DS SB

Received
Recorded Register of Deeds
Oct 27,2015 08:31:42A
Cumberland County
Nancy A. Lane

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63



DS

11/29/2017

DS APR

DS SB

DocuSign Envelope ID: 0AFD9874-1B25-41ED-A662-50D47BEBFD63

Doc#: 56863 Bk:32689 Pg: 166

WARRANTY DEED

ANTHONY P. RUSSO and JANE RUSSO, both of Saco, County of York and State of Maine, for consideration paid, hereby GRANT to 57 ST. LAWRENCE STREET, LLC, a Maine Limited Liability Company with a mailing address of P.O. Box 593, Portland, Maine 04112, with WARRANTY COVENANTS, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This conveyance is made subject to any and all mortgages and encumbrances of record.

WITNESS our hands and seals this 23d day of JUNE, 2015.

Witness — ANTHONY P. RUSSO

Witness — JANE RUSSO

STATE OF MAINE
YORK, SS.

JUNE 23, 2015

Personally appeared the above named ANTHONY P. RUSSO and JANE RUSSO and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Attorney at Law
Print Name: James B. Smith #350
Commission Expires:

RETURN TO:

James B. Smith, Esquire
Woodman Edmands Danylik Austin Smith & Jacques, P.A.
P.O. Box 468
Biddeford, ME 04005-0468

DS 11/29/2017

DS APR DS SB

DocuSign Envelope ID: A72BCA00-7CF2-4A4F-B9B8-091D6BA36B1B

ADDENDUM #4 TO AGREEMENT

Addendum to contract dated **December 1, 2017**

between **57 St. Lawrence Street LLC, Hiram Cottage Properties LLC** (hereinafter "Seller")

and **Greg L.Shinberg** (hereinafter "Buyer")

property **57 St. Lawrence Street, Portland, Me 04101**

All parties agree that the $50,000.00 earnest deposit to be held with escrow agent as referenced in paragraph 1C of the amendment signed 1/7/18 due August 17, 2018 shall be extended to September 28, 2018. In consideration for the extension, there will be an additional nonrefundable $6,000.00 paid for a total due of $56,000.00 on September 28, 2018.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:
24F1C7014B8A447...
8/17/2018 11:07:18 AM PDT

Buyer
Greg L.Shinberg

Date

Buyer

Date

DocuSigned by:
57 St. Lawrence Street, LLC
B10446C...
8/21/2018 | 10:09

Seller
57 St. Lawrence Street LLC

Date

DocuSigned by:
8/23/2018 | 7:54 PM

Seller
Hiram Cottage Properties LLC

Date

DocuSign Envelope ID: 8720D972-8B1A-42A6-BCD6-FFC5FC2C1325

Memorandum of Understanding

Re: Purchase and Sale agreement for 57-59 St. Lawrence Street
Between: 57 St. Lawrence Street LLC, Hiram Cottage LLC and Greg Shinberg

All parties acknowledge that the additional $50,000 earnest money deposit referenced in paragraph 1C of the amendment signed 1/17/2018, is due by 8/3/2018. Assuming the zoning is adopted on June 4th by the city council, and no extensions are granted to the moratorium or interim "IPOD zoning", the buyer will proceed to apply for the site plan approval and/or other approvals within 30 days after the zoning contingency period, 8/3/18 as referenced in paragraph 4 of the amendment.

DocuSigned by:
greg shinberg
24F1C7014B8A447...

Greg Shinberg Buyer
Date signed 6/4/2018 | 1:27 PM PDT

Anthony P. Russo

57 St. Lawrence Street LLC Seller
Date signed 6/4/18

Hiram Cottage LLC Seller
Date signed 6/4/18

DrummondWoodsum
ATTORNEYS AT LAW

MEMORANDUM

TO:	Greg Shinberg
FROM:	Gary Vogel
DATE:	June 17, 2019
RE:	57 St. Lawrence Street, Portland, ME 04101 - Report of rights to passageway for 57 St. Lawrence and abutting properties

I have examined the records of the Cumberland County Registry of Deeds (the "CCRD"), and all instruments of record therein as reflected by the indices affecting title to the premises located at or near 57 St. Lawrence Street, Portland, Maine (the "Premises"), shown as Lots E-016 and E-019 on Portland Tax Map 16, including the adjacent passageway known as St. Lawrence Place to determine the rights to the ownership and use of the passageway known as St. Lawrence Place.

Regarding the passageway known as St. Lawrence Place, as to rights thereto of the Premises and of the other 2 properties that abut St. Lawrence Place – namely 49 St. Lawrence Street and 7 Gilbert Lane:

As to the Premises, the current Source Deeds include the following language: "Also, all our right, title and interest, if any, in and to all passageways, lanes, streets or alleys adjoining, abutting and/or running with the above described premises." This language first occurred in the deed out of Portland Renewal Authority ("PRA") dated September 4, 1974 as recorded in the CCRD in Book 3596, Page 37. Prior to that deed, all deeds in the chain of title going back to 1858 uses only the language "…together with a right in common in a sixteen feet passageway leading to St. Lawrence Street… to be kept open forever." Accordingly, we find that the property at 57 St. Lawrence Street includes an easement over the St. Lawrence Place passageway.

As to 49 St. Lawrence Street, I note that the current deed (33590/157) does not contain specific rights to St. Lawrence Place passageway; however, it includes the catch-all phrase "The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable." In researching the deeds back, we find that as reported above for the Premises, starting in 1855 all deeds contained the same "together with a right in common in a sixteen feet passageway leading to St. Lawrence Street… to be kept open forever" language. This language was carried forward from the 1855 through the deed to PRA in 1964; however, similarly to the chain for the Premises, the deed out of PRA dated October 15, 1973 as recorded in the CCRD in Book 3476, Page 292 did not include the "together with…" language, but only the "All right, title and interest…" language. After the PRA deed, all subsequent deeds failed to include any language regarding rights or title to the passageway, except

for the catch-all phrase noted above. Based on the research noted above, we find that the 49 St. Lawrence Property is also benefitted by an easement over St. Lawrence Place, as the "any and all easements" language noted above and general principles of Maine law are sufficient to convey the rights in and to the passageway with the property each time that 49 St. Lawrence was conveyed.

As to 7 Gilbert Lane, I note that similar to the Premises, the current deed (33477/122) includes the following language: "Also, all our right, title and interest, if any, in and to all passageways, lanes, streets or alleys adjoining, abutting and/or running with the above described premises." This language first occurred in the deed out of PRA dated October 11, 1973 as recorded in the CCRD in Book 3476, Page 287. Prior to that deed, all deeds in the chain of title going back to 1853 use only the language "…together with a right in common in a sixteen feet passageway leading to St. Lawrence Street… to be kept open forever."

I also researched title to 58 Atlantic Street (Tax Map 16-E-006), since a portion of that property was an exception in one of the chains of title for Tax Map 16-E-019, and therefore shared a common chain of title up to 1973, when PRA conveyed out said portion without any right, title or interest, or any rights to, the passageway. PRA then conveyed its right, title and interest to the passageway with its conveyances for both the Premises and for 7 Gilbert Lane. Those deeds appear clear in their intent to convey rights to the passageway only to the direct abutters.

In analyzing all of the above research, we find that regardless of the type or lack of wording in the current source deeds listed above, the following properties have a right in common in the sixteen foot passageway leading to St. Lawrence Street, now known as St. Lawrence Place:

1. 57 St. Lawrence Street
2. 49 St. Lawrence Street
3. 7 Gilbert Lane

The following appurtenant right should be included and insured with the description of the Premises: Together with a right in common in a passageway leading to St. Lawrence Street, said passageway to be sixteen (16) feet wide, adjoining the southeasterly line of the above described premises, which said passageway shall be kept open forever for the benefit of this and other lots bounded thereby and for no others without the consent of all parties holding similar rights thereto. Said passageway is now known as St. Lawrence Place.

As to your intended use for access as a driveway to get to this property, that use is consistent with the appurtenant rights in the passageway for all three properties. As to rights to park there, I see no mention for or against, other than "…to be kept open forever". Parking in the passageway in a way that would block access would be inconsistent with the easement rights, and therefor each property owner with rights in and to the passageway can preclude the other from using the passageway for parking. As long as your use is to use the property as a driveway and not for parking, you should be able to do so and to base your development plan on the continued use of the property as a driveway.

I also note that in the description of the Premises insured in the prior title insurance policy for this property included the "All right, title and interest…" language for the passageway, without exception. However, there remains the fact that the other abutters definitely have rights to use the passageway.

Let me know if you need anything further.

Gary D. Vogel
Attorney at Law

DrummondWoodsum
ATTORNEYS AT LAW

Gary D. Vogel
Admitted in ME

207.253.0518
gvogel@dwmlaw.com

84 Marginal Way, Suite 600
Portland, Maine 04101-2480
207.772.1941 Main
207.772.3627 Fax

July 30, 2019

St. Lawrence Development, LLC
Attn: Greg L. Shinberg
PO Box 4424
Portland, ME 04101

RE: Paving of St. Lawrence Place

Dear Greg:

At your request, as the developer of the proposed apartment expansion project at 57 St. Lawrence Street, we have reviewed the applicable Maine law to determine whether St. Lawrence Development, LLC has the right to pave some or all of St. Lawrence Place, the private passageway that serves as a driveway to 57 St. Lawrence Street, and that also serves property to the rear of 57 St. Lawrence, located at 7 Gilbert Lane. Three property owners have rights in St. Lawrence Place. They include the subject property at 57 St. Lawrence, the property at 7 Gilbert Lane, and the property at 47 St. Lawrence.

The Law Court has stated that the general rule is that where there is a co-owned easement, "each owner may make reasonable repairs which do not injuriously affect his co-owner, but he cannot make any alteration of the course of the easement or any change in its grade or surface which makes it less convenient and useful to any appreciable extent" to a co-owner. *Hultzen v. Witham*, 146 Me. 118, 78 A.2d 342 (1951). (emphasis added). However, "[t]he law does not require unanimity of opinion in the co-owners of a way as to the extent and character of the road to be built." *Rotch v. Livingston*, 91 Me. 461, 475, 40 A. 426, 432 (1898). The question is whether a co-owner "unreasonably impedes" any other co-owner in his use. Id. Whether or not a use or improvement is considered reasonable is a question of fact. *Hultzen*, 146 Me. at 125, 78 A.2d at 346-47. Thus, easement co-owners have the right to repair or improve upon their easement without the consent of a co-owner, so long as that improvement does not unreasonably impede on the use of other co-owners.

Your proposed paving of a portion of St. Lawrence Place cannot be said to unreasonably impede the use by the two other co-owners, or make the use of the passageway less convenient or useful. Accordingly, it is our opinion that you may pave all or a portion St. Lawrence Place in connection with the proposed development, whether or not other the other co-owners consent.

Please feel free to contact me if you have any further questions.

Sincerely,

Gary D. Vogel

MEMORANDUM

FROM: Grady Burns
TO: Gary Vogel
DATE: 7/12/2019
RE: 20143-2 Shinberg; Easement issue

Introduction

On Tuesday, July 9, I was asked to present research on the following questions: (1) Do statute and/or caselaw allow for a common owner of an easement to improve the easement and intensify use without the consent of another owner; and (2) Other than prescriptive easement rights, is there any statutory and/or caselaw basis for the placement of utilities within an easement, or a basis to force removal of such a utility? Each question will be discussed in turn.

1. Do statute and/or caselaw allow for a common owner of an easement to improve the easement and intensify use without the consent of another owner?

Where an easement dispute exists among co-owners of the easement, "[t]heir respective rights as between themselves are relative, not absolute." *Hultzen v. Witham*, 146 Me. 118, 126, 78 A.2d 342, 346 (1951). "That which might constitute an invasion or obstruction of an easement by an absolute stranger to the title . . . may well be within the right of the co-owner of the easement to make and maintain." *Id.* "*As between co-owners*, the rights to repair and improve, and the right to object to repairs and improvements, are only relative. Neither co-owner can interfere with the reasonable use of the way by any other for a purpose to which the same is or may be susceptible." *Id.* at 127.

The Law Court has stated that the general rule is that where there is a co-owned easement, "each owner may make reasonable repairs which do not injuriously affect his co-owner, but he cannot make any alteration of the course of the easement *or any change in its grade or surface* which makes it *less convenient* and useful to any appreciable extent" to a co-owner. *Id.* at 124 (emphasis added). However, "[t]he law does not require unanimity of opinion in the co-owners

of a way as to the extent and character of the road to be built." *Rotch v. Livingston*, 91 Me. 461, 475, 40 A. 426, 432 (1898). The question is whether a co-owner "unreasonably impedes" any other co-owner in his use. *Id.* Whether or not a use or improvement is considered reasonable is a question of fact. *Hultzen*, 146 Me. at 125, 78 A.2d at 346-47. Thus, easement co-owners have the right to repair or improve upon their easement without the consent of a co-owner, so long as that improvement does not unreasonably impede on the use of other co-owners.

Here, as it appears that our client and the adverse party both possess equal rights to the easement, they would qualify as co-owners. *See* Knud E. Hermansen, et al., *Maine Roads and Easements*, 48 Me. L. Rev. 197, 214-15 (1996). As such, our client has the right as against a co-owner to use and improve upon the easement, with or without the consent of the other co-owners, so long as those actions do not "unreasonably impede" the co-owners' use. While caselaw makes clear that a co-owner does not have the right to alter the grade or surface of an easement in a way that makes it less convenient, given that our client is proposing to pave the road he could argue that such an alteration actually makes the easement more convenient for other owners, rather than less. As it appears from the facts that the only obligation upon the owners is to keep the way "open forever," our client could argue that his proposed actions further that goal. Ultimately, it does not appear that Maine law affirmatively bars our client from pursuing his project, and in the event of litigation the outcome would rely on a factual—not a legal—determination.

2. Other than prescriptive easement rights, is there any statutory and/or caselaw basis for the placement of utilities within an easement, or a basis to force removal of such a utility?

While under Maine statute the owner of an easement established after January 1, 1990 has no implied right to "install utility services on or under the easement," including utilities for the

transmission of gas, 33 M.R.S. § 458 (2019), scholars maintain that "[a] grant of the private road easement before 1990 would allow utilities to be installed within the easement by reasonable implication," Knud E. Hermansen, et al., *Maine Roads and Easements*, 48 Me. L. Rev. 197, 213 (1996) (citing *Chase v. Eastman*, 563 A.2d 1099 (Me. 1989); *Saltonstall v. Cumming*, 538 A.2d 289 (Me. 1988); *Ware v. Public Serv. Co. of N.H.*, 412 A.2d 84 (Me. 1980)).

For pre-1990 easements, however, the Law Court did not go so far as to declare a *per se* rule that a right-of-way easement implied installation rights. In *Ware*, the Law Court refused to take a position on whether the mere grant of a road easement implied or barred installation rights, 412 A.2d at 86, and in *Saltonstall* the Law Court remanded the question because nothing in the record compelled the court to find as a matter of law that the grant of an "all-purpose" easement did or did not allow utility installation, 538 A.2d at 290-91. Thus, no implied right to install exists for newer easements, and whether such a right exists in an older easement would depend on the terms of the grant, and courts have concluded that even "all purpose" easements do not guarantee a right to install utilities.

In the present case then, assuming that the easement was created prior to 1990, a court would look to the words of the grant to determine the scope of installation rights. Insofar as the granting language describes the use of a "passageway" "to be kept open forever," our client could argue that no such implied right exists, as that language is at least more restrictive than an "all-purpose" easement. However, from our client's posture as a co-owner of the easement and not of the servient estate, just as it may be difficult for the opposing party to allege that paving constitutes an unreasonable impediment to the easement, it may likewise be difficult for our client to argue that the installation of the gas line does the same.

User Name: Grady Burns
Date and Time: Friday, July 12, 2019 2:50:00 PM EDT
Job Number: 92766943

Documents (3)

1. *ROTCH v. LIVINGSTON, 91 Me. 461*
   Client/Matter: -None-
   Search Terms: "easement" and "pave"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

2. *ARTICLES: MAINE ROADS AND EASEMENTS, 48 Me. L. Rev. 197*
   Client/Matter: -None-
   Search Terms: "easement" and "pave"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

3. *Hultzen v. Witham, 146 Me. 118*
   Client/Matter: -None-
   Search Terms: "easement" and "improve"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

LexisNexis® | About LexisNexis | Privacy Policy | Terms & Conditions | Copyright © 2019 LexisNexis

Last updated July 12, 2019 11:42:46 am GMT

ROTCH v. LIVINGSTON

Supreme Judicial Court of Maine, Hancock

April 21, 1898, Decided

No Number in Original

Reporter
91 Me. 461 *; 40 A. 426 **; 1898 Me. LEXIS 54 ***

ANNA S. ROTCH, In Equity, vs. JOHNSTON LIVINGSTON, and others. SOPHIA B. THAYER vs. JOHNSTON LIVINGSTON, and others.

Prior History: [*1]** ON REPORT.

These were bills in equity, heard on bills, answers and testimony.

The purpose of the bills, both being alike, was to restrain the defendants from excavating, grading and draining and also building a sidewalk upon a strip of land ten feet wide in front of the plaintiffs' premises and being a part of a private way fifty feet in width as originally laid out by the former owners, and known as the "Livingston Road" at Bar Harbor. This ten-foot strip of the plaintiffs' land lies within the fifty-foot locus and between the thirty-foot finished road and the plaintiffs' southern line.

The allegations of the plaintiffs' bill were in substance as follows:

1. That the defendants have not and never had more than mere surface rights, i. e. rights to pass and repass over the natural surface of the ground.

2. That the defendants have not a right of way fifty feet wide but only a right of reasonable width within the limits of the fifty-foot wide Livingston Road, and that thirty feet is a reasonable width and is all that they are entitled to as a way.

3. That in 1893, when the thirty-foot finished road was built, a contract was entered into whereby the defendants **[***2]** agreed that the portion of the way not then wrought should remain intact for the purpose of ornamentation by the land owners.

4. That if there was no such contract, there were certain representations and conduct on the part of the defendants which estop them from disturbing the surface of that portion of the way outside the thirty-foot wrought track.

The defendants answered in substance:

1. That their rights are not confined to the surface but that they have a right to fit the way reasonably for travel.

2. That their way is not one merely of reasonable width. They claim to have a right of way over the whole of the Livingston Road.

3. That there was no such contract as the complainants claim.

4. That there were no such representations or conduct as the complainants rely upon as a basis for an estoppel.

Briefly stated, the case shows that the Livingston Road is a private way fifty feet wide, leading from Main street easterly to the property of the late Charles J. Morrill. The centre line of this road, 1100 feet in length, throughout its extent is the northern line of land of the defendant Livingston, and is the southern line of three lots, one owned **[***3]** by each of the plaintiffs, and one owned jointly by the defendants How and Bates. All the above named persons together with the defendant John S. Kennedy, and other persons not parties to the suit, have rights of way in this road.

The deeds establishing the way, and under which all the parties claim, provide that the road was to be made and maintained at the joint expense of the parties entitled to use it.

In 1893, Messrs. Livingston and How and Mrs. Thayer and Miss Rotch joined in building a thirty-foot track in the middle of the fifty-foot way. Of the cost of this track Mr. Livingston paid one-half, Mr. How about three-tenths and the plaintiffs about one-tenth each.

In 1891, Mr. Livingston had conveyed a part of his

property to the defendant John S. Kennedy and had agreed with Mr. Kennedy to build this way throughout its whole width.

In 1896, Mr. Livingston for the purpose of improving his property and also for the purpose of carrying out his contract with Mr. Kennedy determined to complete the building of the road and so informed the plaintiffs. They were unwilling to join, and Mr. Livingston offered to pay the whole expense. They denied his right. He declared **[***4]** his purpose to fit the remainder of the way for travel. Whereupon the plaintiffs brought these suits asking that the defendants be enjoined.

The material facts are stated in the opinion of the court.

Disposition: Bills dismissed.

Core Terms

feet, strip, ten feet, parties, deeds, easement, width, feet wide, owner of land, indenture, surface, grade, convenient, street, cases, front, entire width, grantee, partition, co-owner, rights, pass and repass, right of way, cutting, centre, private road, roadbed, northern, widen, easement owner

Headnotes/Summary

Headnotes

Way. Easement. Change of Location. Costs in Equity.

A grantee of a road or way of a definite width, without restrictions, can use the entire specified width and is not confined to a road or path of a necessary or convenient width even.

Such a grantee is not restricted to the mere right of passage over the natural surface of the land within the boundaries of the way, but can construct over the entire width a road suitable, in material, grade, surface and other respects, for the convenient enjoyment of grant according to attendant circumstances.

Any one of several owners of such a road or way may, at his own expense at least, fit the way for his own convenient use, but not to materially impede any other owner in his convenient use of the same way.

When all the owners of the easement of such a way have constructed through the middle of the way a narrower road of an agreed grade, material and surface, without stipulating that such road shall not thereafter be widened, a subsequent widening of such road by any easement owner even to the full width of the way, with same grade, material, etc., is, in the absence of qualifying circumstances, a reasonable exercise of his right.

Where the owners of the land and the owners of the easement of a way of definite width and location upon the earth's surface become parties to an indenture, for the declared purpose of changing the location of a part of the way, such indenture will not be construed as abridging or enlarging the extent of the easement originally granted unless such purpose clearly appears from the whole instrument and attendant deeds, etc., even though the words of the grant of the easement in the new location read by themselves might seem to confer a greater or less easement than was originally granted.

In amicable though contentious suits in equity costs will not ordinarily be awarded against either party.

Counsel: H. E. Hamlin and H. G. Vaughan, for plaintiffs.

L. B. Deasey, for defendants.

Judges: SITTING: PETERS, C. J., EMERY, HASKELL, WHITEHOUSE, STROUT, SAVAGE, JJ.

Opinion by: EMERY

Opinion

[*463] **[**427]** EMERY, J. These are two similar suits in equity reported to the law court for determination upon the bills, answers and evidence. Some technical objections were at first taken upon either side, but they have all practically been waived in the desire of the parties for the opinion of the court upon the merits, to the consideration of which we at once proceed.

[*464] The scene is Bar Harbor, an extensive summer resort containing many beautiful and costly summer residences. The parties are the several owners of a group of such residences, or residence lots, served by a private road now called the "Livingston Road" leading from the highway called "Main Street" or the "Schooner Head Road" about 1100 feet easterly to the "Morrill place" so-called. The controversy **[***5]** is over the respective rights and duties of the parties in both the soil

and the use of this private road.

The tract of land formed by the various lots now concerned in these suits was formerly known as the "Snow Farm," bounded on the west by the highway then called the "Schooner Head Road" and now sometimes called "Main Street,"-- and on the east by the bay or sea. The first division of the tract was made through mutual partition deeds dated Jan'y 31, 1879, by Messrs. Wigglesworth and Da Costa, the then sole owners in common. Mr. Wigglesworth took the northern and Mr. Da Costa took the southern part of the tract. In these deeds was first created and established by grant the private road afterward called the "Livingston Road," and now to some extent the subject matter of these suits. The divisional line of the partition was declared to be "the middle of a road fifty feet wide to be laid out one-half over the land of each of the parties hereto," and extending from the Schooner Head road easterly 1100 feet to a point which is now near the westerly line of the "Morrill place."

The two dividing parties then in the same deeds mutually reserved and conveyed to each other and the heirs **[***6]** and assigns of each "the right to pass and repass in and over, and to lay drains and water pipes under that part of the granted premises which is included in said proposed road. . . . the **[**428]** said road to be made and maintained at the joint expense of the parties entitled to use the same."

A plan of the division showing the outer boundaries, the divisional line, and the proposed private road was made a part of the deeds and was recorded with them. On this plan the proposed road was laid down as "50 ft. wide" and 1100 ft. long.

The track thus divided was in course of time much sub-divided by different and successive conveyances upon each side and to the **[*465]** east of the road thus established, until in the early part of the year 1892 the various lots and their owners were as roughly indicated upon this sketch, viz:--

[SEE ILLUSTRATION IN ORIGINAL]

In all these subsequent conveyances the grantor's rights and duties in this private road were transferred to the successive grantees, so that early in 1892 each owner indicated on the foregoing sketch had succeeded to the rights and duties of Wigglesworth and Da Costa as declared in their partition deeds of Jan'y 31, 1879, **[***7]** above referred to. Mr. Livingston, however, had engaged with Mr. Kennedy, his direct grantee, to build the road for him.

At this stage all the parties interested in either the fee or the use of the road became parties to an instrument of indenture drafted and dated March 1, 1892, but not finally executed and delivered **[*466]** till the summer of 1893. In this indenture were recited:-- (1) that the parties thereto were "all the parties interested, either as owners of the fee, or of easements, in a certain way fifty feet wide . . . . extending from the Schooner Head road easterly to land of Chas. J. Morrill, being the same way mentioned in the partition deeds" of Wigglesworth and Da Costa above noted; (2) that the parties had "agreed to change the location of said right of way, in part, to wit: in that part extending easterly from the western line of land of Sophia B. Thayer produced southerly, to the eastern line of land of Anna S. Rotch produced southerly" so that the centre line of such part of the way as was agreed to be changed in location should begin to diverge a little southerly at the western line (extended) of the land of Mrs. Thayer, and strike the eastern line (extended) **[***8]** of land of Miss Rotch sixty-seven feet southerly of the old centre line; (3) that Mr. Livingston (the owner of the land taken to make the above change in location) conveyed to all the other parties and their assigns as appurtenant to their several lots "a right to pass and repass over, and to lay drains and water pipes under, a strip of land fifty feet wide in every part, the centre line of which is described" (as above recited,) but with the stipulation that "said right, privilege and easement, however, shall be held and enjoyed by said parties, [all the other parties] in common with the party of the first part, [Livingston] his heirs and assigns owners and tenants of any lands to which said old way is appurtenant, and in common with any and all persons lawfully entitled to similar rights;" (4) that all easements in the land in **[**429]** front of Mrs. Thayer and Miss Rotch not included in the new location were extinguished. Accompanying this indenture was a plan of the way upon which were placed the words "Right of way 50 ft. wide."

Mr. Livingston owning the land on the south side, and Mrs. Thayer and Miss Rotch severally owning lands on the north side opposite the land of **[***9]** Mr. Livingston, mutually executed deeds in confirmation of this indenture, by which deeds each became the owner of the fee to the centre line of the way in front of his land, that line being described in the deeds as "the centre of a way fifty feet wide created by a deed of indenture," viz:-- the one above named. In these deeds it was stipulated "that the way fifty feet **[*467]** wide lying along the line between the land of each opposite party shall be built

and forever maintained and kept in repair at the joint and equal expense of the owners of the" opposite abutting lots. Mrs. Thayer and Miss Rotch had each built a summer residence upon her lot some years before this. As a consummation of these various arrangements, in 1893 the whole way from the Schooner Head Road to the new eastern end was carefully run out fifty feet wide upon the surface of the earth, and the side lines of the way were plainly marked with stone posts and iron bolts at frequent intervals. Release deeds were interchanged by the opposite proprietors in accordance with this running out and marking of the way. The situation at this time at the end of these transactions is roughly indicated upon the following sketch, **[***10]** viz:--

[SEE ILLUSTRATION IN ORIGINAL]

[*468] Mr. Kennedy by this time had began to build a costly residence and to make extensive improvements on his lot, and desired to have this road opened and constructed out to the Schooner Head Road, and called upon Mr. Livingston to have it done according to his obligations assumed. Up to this time whatever use of the way was made was simply over its surface without any grading or other road making. The parties interested had one or two conferences upon what sort of a road should be made,--its width, grade, surface and cost. Those bound to build the road finally, in October 1893, made and signed a written contract with a road builder for him to construct a road bed thirty feet wide through the middle of the fifty-feet way, and of a specified character and grade which involved making, among other cuts and fills, a cut about four feet deep in front of the lots of Mrs. Thayer and Miss Rotch. A strip ten feet upon each side of the road bed was to be left intact by the road builder, who was also to leave alone the shrubs and trees on these ten feet strips. The road was built the same fall according to this contract and was paid for by the **[***11]** signers of the contract according to their several obligations. A strip of land ten feet wide upon each of the made road bed was left intact.

In 1895 Mr. Kennedy desired to have the entire fifty feet of width of way made into a road bed, throughout its entire length, and called upon his grantor, Mr. Livingston, to have it done, claiming that to be his right. Mr. Livingston, not questioning Mr. Kennedy's **[**430]** claim upon him, first widened out the road upon the south side next his own land by extending the road bed with the same character and grade over the south ten feet strip. He then proposed at his own expense to widen out the road bed in the same manner over the northern ten feet strip so that the entire fifty feet of width of way should be utilized as a road or street. This would involve disturbing the surface and cutting it down some four feet in front of the lots of Mrs. Thayer and Miss Rotch, and would bring the north side of the wrought road bed ten feet nearer to their residences. Both Mrs. Thayer and Miss Rotch deny the right of Mr. Kennedy or Mr. Livingston even at their own expense to thus widen out the road over the northern ten feet **[*469]** strip left in front **[***12]** of their lots; and also deny their right to even pass and repass over the surface of that strip. The interposition of the court sitting in equity is invoked.

Each plaintiff bears two distinct kinds of relation to the defendants. Each is the owner of the fee of the ten feet strip in front of her lot, and is also a co-owner with the others of all the rights of way in the entire fifty feet way. Each is at once a land owner, and an easement owner. It will be more convenient to consider these relations separately; and first, that between the plaintiffs as land owners and the defendants as easement owners.

I. *a* As land owners, as the owners of the fee of the ten feet strip in front of their lots, the plaintiffs claim as a postulate that the rights of the defendants in those parts of the ten feet strip, were first created by, and have their sole origin in, the indenture of March 1, 1892, and are limited to such as are expressed in the language of that indenture, viz:--"a right to pass and repass over, and to lay drains and water pipes under, a strip of land fifty feet wide in every part," describing it. From this postulate they argue with logical force and with apposite citation of **[***13]** authorities that the easement of the defendants and the others in front of their lots, at least, is merely a right to pass and repass in some convenient line, or path, or road of convenient width within the fifty feet strip, and is not a right to use the whole fifty feet of width as a road, at least in the absence of any necessity therefor. They liken the easement to a right to pass and repass over a field or a farm where it would be conceded that the right is only of passage in a road of convenient location, grade and width, and is not a right to make the whole field or farm into a road bed. Their conclusion is that the thirty feet road already made fully answers every demand of necessity or reasonable convenience, and confines the rights of the defendants to that road, and frees the ten feet strip, for the present at least, from any easement even of mere passage.

But we cannot accept the plaintiffs' postulate that the sole origin of the defendants' rights in the ten feet strip in front of the plaintiffs' lots is in the language quoted from the indenture of March **[*470]** 1, 1892. The purpose of the indenture is declared by its own words to

be,--not to create new rights of way, **[***14]** or to enlarge, abridge or extinguish rights of way already possessed,-- but merely to change in part the location of their exercise. This was the evident and sole purpose. The whole way, which was the subject matter of the indenture, was 1100 feet long. The change of location affected only about 400 feet, and that only to a trifling extent. We find in the indenture no purpose expressed or implied to make the easements in the 400 feet less or different from those in the remaining 700 feet. It was still a continuous way 1100 feet long and of uniform width throughout. From the recitals already given from the indenture itself, we think it clear that the limitation or extent of the easement, within both the changed and unchanged location of the way, is to be sought for in the deeds originally creating the way and the easement, and in the subsequent and contemporaneous deeds and acts of the parties, as well as in the indenture changing the location.

In the partition deeds of Wigglesworth and Da Costa, in 1879, it was declared that "a road fifty feet wide" [was] "to be laid out," and that "said road [was] to be made and maintained at the joint expense of the parties entitled to use the **[***15]** same." Upon the partition plan recorded as a part of these deeds the road is laid down and marked "proposed road 50 ft. wide." In the deeds under which plaintiffs claim title, the southern boundary is declared to be "the northern line of a road or way fifty feet wide." To the deed from Wigglesworth to Mrs. Thayer is attached a plan, upon which is shown the way, with the words -- "Road to be made 50 ft. at proportional expense of abutters." In the indenture itself the subject matter is described as "a certain way fifty feet wide . . . . being the same mentioned in" the partition deeds. In the deeds between the plaintiffs and Mr. Livingston, executed about the time of the indenture and referring to it and designed to carry out its provisions, the south line is "the centre of a way fifty feet wide" and the parties "agree that the way fifty feet wide lying along the line between (their lands) shall be built and forever maintained."

[*471] The parties, to this bill at least, had each of the outside lines of this "road" or "way" marked upon the surface of the earth by a row of stone posts and iron bolts, the two rows of monuments being set fifty feet apart throughout the entire length **[***16]** of the way in both its changed and unchanged location.

The foregoing descriptions of the easement now appurtenant to the various dominant lots or estates, as interpreted by the acts of the parties, show the easement to be not merely "a right to pass and repass over" in **[**431]** some reasonably convenient direction, in some convenient road somewhere within the limits of "a strip of land fifty feet wide." The easement described and granted is clearly a right to "a road (or "a way") fifty feet wide." That "road" or "way" has been actually located and permanently marked, and is in fact fifty feet wide upon the surface of the earth. In the language of the partition deeds, the road has been "laid out" fifty feet wide.

When a public road or way has been "laid out" of a specified width by the proper authority, the public has the right to use the entire width of the whole location to its outermost limits, though the town or other public agency charged with the duty of making a road within the location need not make a wider road than is safe and convenient for travelers. The duty of the town is not co-extensive with the rights of the public. *Stinson v. Gardiner, 42 Me. 248*; **[***17]** *Dickey v. Maine Tel. Co., 46 Me. 483*; *Parsons v. Clark, 76 Me. 476, 479*.

We think the right of the grantees of a road or way thus "laid out" by deed and actually located on the surface of the earth by the land owners, is as extensive as the right of the public in a road or way "laid out" by proceedings in condemnation for a public way. In the one case the land is granted for a way--in the other the land is taken for a way. The entire width (here fifty feet) is in both cases appropriated for the way, to be used in its whole extent if desired by those for whom the way is "laid out." We see no difference in principle between the rights of the owners of the easement in the two cases.

This similarity of right as to extent of use has been recognized **[*472]** by the courts. In *Farnsworth v. Taylor, 9 Gray 162*, the land owner had lotted his land and made a plan showing a street 70 feet wide in one place. Forty feet only of this width were afterward taken for a public street, leaving the remaining thirty feet of width still a private way. It was held that the owners of the lots could use the entire width of 70 feet. In *Tudor Ice Co. v. Cunningham, 8 Allen 139*, **[***18]** the grant was of "a right of way . . . . to a street forty feet wide . . . . and in, over, and through said forty feet strip." The court declared the case to be free from all doubt,--that the grantee had a right in the entire space of forty feet width. In *Bartlett v. Bangor, 67 Me. 460*, the land owner had lotted his land and laid out a street for the accommodation of the lots. He afterward sold some of the lots according to a plan showing the street. Later the city laid out a public street over this private street, taking the whole width, and the owner of the fee claimed

damages. It was held that he could have no more than nominal damages. The decision necessarily implies that the owners of the easement under the deed had the right to use the entire width of the private street, and were not confined to a mere reasonable path or road. The court quoted the case *In re Lewis Street, 2 Wend. 472*, where it was held that the grantees of a right of way of a specified width have an easement in the way to the full extent of its dimensions. In *Heselton v. Harmon, 80 Me. 326, 14 A. 286*, the grant was of a parcel of land bounded on the east "by **[***19]** a strip of land thirty-two feet wide reserved for a street and no other purpose." There was no suggestion that the grantee was confined to anything less than the entire width. In *Herman v. Roberts, 119 N.Y. 37, 23 N.E. 442*, the grant was of a right of way "over the land [of the grantor] . . . . on a line now staked out to be forty feet wide." It was held that the grantee was not confined to any wrought or convenient road, but had a right "to a free passage over such portion of the land enclosed as a way, as he thought proper or necessary to use." See also *Bump v. Sanner, 37 Md. 621*; Jones on Easements § 305.

In the cases at bar we must hold that the defendants, and all the other owners of the easement, have under their grant the full **[*473]** right to use the entire width of fifty feet including the ten feet strip in front of the plaintiffs' lot for purposes of passage at their discretion, and are not limited in such right to what is necessary or convenient. They hold by express grant and not by implication from necessity or convenience.

b The next question is whether the defendants as owners of the easement have the right (at their own **[***20]** expense, not calling upon the other owners for contribution) to change the surface of the ten feet strip and make it into a road by filling depressions--cutting down ridges, etc., etc. The plaintiffs contend that, even if the right of passage is unlimited, the right to change the surface is limited to what is necessary to make a convenient road, and that the present thirty feet road is admittedly ample for all present needs.

In the case of a public way of definite width, whether granted by the land owner to the public or taken by condemnatory proceedings, while of course each individual of the public cannot construct a road to suit himself, it has never been questioned that the town or other public agency charged with the duty of opening and making roads can at its pleasure, in the absence of statutory restrictions, construct the road over the entire specified width. While it need not ordinarily make the road of more than safe and convenient width for travelers, it can in behalf of the public which it represents, make the road the entire width of the grant or location, changing the entire surface therefor, without consulting the land owner. The statute has made provision for damages **[***21]** to the land owner in some cases of change of grade, but that does not interfere with the town's right. We find no cases denying such right to the proper public agency. Its **[**432]** existence seems to be assumed. *Old Colony Railroad Co. v. Fall River, 147 Mass. 455, 18 N.E. 425*; *Hovey v. Mayo, 43 Me. 322*; *Cyr v. Dufour, 68 Me. 492*; *Briggs v. L. & A. Street R. R. Co., 79 Me. 363*; *Burr v. Stevens, 90 Me. 500, 38 A. 547*. In *Wellman v. Dickey, 78 Me. 29, 2 A. 133*, the town had not acted.

A similar easement granted to a less number than the public, granted to a few determinate persons, is not by that circumstance **[*474]** abridged in extent. The grant itself is as broad and extensive in the one case as in the other. In either case the grant is of a road way of a specified width. In *Heselton v. Harmon, 80 Me. 326, 14 A. 286*, above cited, the grantee of the way made the whole width of it into a road, and was held to be within his right. Indeed the right of the grantee of a way of a specified width to fit the entire width for use, seems to be generally conceded. *Appleton v. Fullerton, 1 Gray 186*; **[***22]** *Brown v. Stone, 10 Gray 61*; *Herman v. Roberts, 119 N.Y. 37, 23 N.E. 442*. If the grant is of the right to use the whole of a specified width of land for a road it follows logically, in the absence of restrictive words in the grant, that the grantee can fit the entire width for use. His right to make a road is as wide as his right to a road so far as width of road is concerned. We do not find any restrictive words in the grant in these cases, and our conclusion is that the defendants have the right to fit the ten feet strip into a suitable road in connection with the road already made.

c The plaintiffs again in contend, however, that, even if the defendants and the other owners of the easement have the right to change the surface of the ten feet strip in order to make it into a road, they cannot do so to the extent proposed, cutting it down four feet in front of their lots. They argue that so much cutting is not necessary to fit the ten feet strip into a road and will injure the value and convenient use of their lots--and hence that the easement owner must be content with a less change in the surface. We have no occasion now to determine the general **[***23]** question as to which party, the land owner or the easement owner, can fix the grade and character of a private road, for in these cases a grade and general scheme of road seem to have been agreed upon between the parties, and thirty feet of the width

have been fitted to that grade and scheme. The defendants are not proposing to vary that grade or scheme but only to make this remaining ten feet strip conform to it. We think they should not be restrained from proceeding that far. It seems clear that the sides of a road should not be higher than the centre. We may say also that it is not made clear to us that the lots and residences of the plaintiffs would be substantially injured in use or value by cutting down the **[*475]** ten feet strip to the level of the present wrought road. Their houses and lawns will be less exposed to the passers by, while their own access to the road will not be perceptibly more difficult.

II. We come now to consider the effect of the proposed action of the defendants upon the rights of the plaintiffs as co-owners with the defendants and others in the easement itself. The law does not require unanimity of opinion in the co-owners of a way as to the extent **[***24]** and character of the road to be built. No one co-owner can effectually block the opening, making or improving the common way by objecting to the particular mode or scheme adopted by the others. Each owner can (at least at his own expense as is proposed in this case) use the entire width of the way and can fit it all for use at his reasonable discretion so long as he does not unreasonably impede any other co-owner in his use. This principle is recognized in the cases cited by the plaintiffs. *Killion v. Kelley, 120 Mass. 47*; *Kelley v. Saltmarsh, 146 Mass. 585, 16 N.E. 460*; *Nute v. Boston Cooperative Building Co., 149 Mass. 465*; *Vinton v. Greene, 158 Mass. 426, 33 N.E. 607*. In all these cases the proposed change was forbidden upon the sole ground of the manifest detriment to the objecting party in his own use of the way. We find no case where the court interfered with the proposed change or use unless it was made to appear that the objecting party would be seriously inconvenienced in his own use of the way.

In the cases at bar the evidence does not show that the plaintiffs' use of the way itself would be substantially **[***25]** abridged or hampered by the proposed widening at the same grade from thirty feet to fifty feet. Their access to the widened road may be a little steeper in grade,-- but that is not shown to be appreciably more inconvenient.

III. The plaintiffs, however, take yet another line of defense against the proposed action of the defendants. They claim that, whatever the original rights of the various parties under the deeds, plans, etc., the whole matter of use, width and grade was finally determined and established at the two conferences above noted of the owners of the land and the easements in the summer **[*476]** and fall of 1893, with the stipulation or understanding that such determination should be final at least until new conditions arose which have not yet appeared;-- that by their language and conduct, at and after these conferences, the defendants are estopped from their present proposed action;-- that at those conferences the plaintiffs could have successfully insisted upon a narrower and surface road and only gave way upon the assurance of the defendants that the ten feet strip should be left intact for the benefit of the plaintiffs.

There was much discussion in the briefs **[***26]** of counsel as to whether such a stipulation or assurance was properly evidenced under the statute of frauds, and was binding even if properly evidenced. There was also much discussion upon the principles of estoppel. **[**433]** We think, however, we have no occasion here to consider these questions. The burden of proof was plainly upon the plaintiffs to establish the necessary propositions of fact, and upon a careful reading of the evidence with the valuable aid of the exhaustive analysis made by counsel, we are not satisfied that the defendants assented in fact to such a stipulation, or by their language and conduct gave the plaintiffs cause to believe that they so assented. The conferences appear to us to have been of parties, not divided between land owners and easement owners, but of parties all entitled to use the road, some of whom were bound to bear or contribute to the expense of building it. The objections to a wide way and an easy grade seem to have been put mainly upon the ground of the expense. The question principally debated was as to what could be required of the road builders by the road users. The claims of the land owners, as such, were discussed, but incidentally **[***27]** and not with sufficient insistence to make it clear that the defendants understood or should have understood that unless they yielded all claims to the ten feet strip only a narrow surface road would be opened by the land owners. We do not think that the belief of the plaintiffs is well founded. We cannot find that either Mr. Kennedy or Mr. Livingston, or the authorized agent of either of them, said or did anything which would justify the plaintiffs in assuming that either of them intended to or would finally surrender any of his rights in the remaining part of the way.

[*477] For the same reason the plaintiffs cannot successfully invoke any of the principles of estoppel. Neither of them has made such expenditures upon the ten feet strip with the knowledge and acquiescence of

the defendants as to make it inequitable that they should now assert their rights. One of the plaintiffs, soon after the road was made, put a fence out to enclose the ten feet strip within her lot, but its removal was promptly requested by Mr. Kennedy and his request was complied with.

IV. Mr. Livingston has made a sidewalk upon the south side within the fifty feet way, and is proposing to construct a similar **[***28]** sidewalk upon the northern side after cutting the northern ten feet down to the grade of the road. We have understood the plaintiffs' objection to be solely to the cutting down the strip to that level. We have not understood them to object to the sidewalk if the strip is to be cut down.

Whether or not Mr. Livingston, Mr. Kennedy, or any one or more co-owners of the easement, can require of the other co-owners to assist in widening or improving the road is a question which does not arise in these cases. Nothing is here asked by the defendants of any other co-owner. Mr. Livingston, for himself and Mr. Kennedy his obligee, is proposing to act at his own expense only.

Our conclusion is that the defendants' proposed action so far as shown in these cases is within their legal rights and that both bills must be dismissed; but, since the suits are amicable though contentious and both sides are neighbors and friends, we think no costs should be recovered.

Bills dismissed.

End of Document

ARTICLES: MAINE ROADS AND EASEMENTS

Winter, 1996

Reporter
48 Me. L. Rev. 197 *

Length: 42753 words

Author: Knud E. Hermansen & Donald R. RichardsKnud E. Hermansen *Donald R. Richards **

* Knud E. Hermansen is an associate professor in the College of Engineering, University of Maine. He is also a land surveyor, civil engineer, and attorney offering consulting services in Old Town, Maine.

** Donald R. Richards is a partner in the surveying firm of Richards & Cranston located in Rockland, Maine. The authors would like to thank Mr. Joseph J. Wathen, Esq., Staff Attorney with the Maine Municipal Association; Mr. Bruce VanNote, P.L.S., Esq., Staff Attorney with the Maine Department of Highways, and Mr. John T. Mann, P.L.S. and Mr. Reubon Wheeler of Mann Associates for their help, review, and comments in preparing this Article.

Text

[*200]

I. Introduction

Black's Law Dictionary [1] defines an easement as a right of use over the property of another. An easement is a right in the owner of one parcel of land, by reason of such ownership, to use the land of another for a special purpose not inconsistent with a general property right in the owner. [2] It is an interest that one person has in the land of another. [3] A primary characteristic of an easement, that its burden falls upon the possessor of the land from which it issued, is expressed in the statement that the land constitutes a servient estate or tenement and the easement a dominant tenement. [4] The servient estate may utilize the easement area for its own purposes or in

---

[1] Black's Law Dictionary (6th ed. 1990).

[2] In *Hill v. Lord, 48 Me. 83 (1861),* the court held:

The distinction between an interest in the soil, or a right to a profit in it, and an easement, is not always palpable. The line of separation is sometimes obscure, in some points unsettled, with no established principles by which to determine it.

All rights of way are easements. So is the right to enter the close of another and erect booths upon public days; or to dance, or to playat any lawful games and sports.

Id. at 99 (citations omitted).

[3] *Bonney v. Greenwood, 96 Me. 335, 341, 52 A. 786, 789 (1902)* ("An easement may be concisely defined as "a privilege without profit which one has for the benefit of his land in the land of another.' ").

[4] Id. ("It is among the essential qualities of every easement that there are two distinct tenements or estates, the dominant to which the right belongs, and the servient upon which the obligation is imposed.").

conjunction with the dominant estate as long as such use does not interfere with the dominant estate. [5] An easement is distinguishable from a "license," which merely confers personal privilege to do some act on the land. Easements do not allow exclusive possession of the area. They are categorized as incorporeal hereditaments. Ease **[*201]** ments also are known as rights-of-way [6] and servitudes, although there is some distinction among these terms. While roads for the most part are easements devoted to access and travel, [7] not all easements are roads.

Easements, more so than other forms of title, often are difficult to identify, research, and locate. This difficulty exists for three reasons. First, easements ordinarily are not contiguous to other easements. The records usually provide no references to adjoining easements that can be relied upon to correct a defective or vague description. Second, an easement is a nonpossessory estate that is shared with other persons. Public easements are enjoyed by all, and private easements do not necessarily restrict the servient estate from using the same area in any manner that will not interfere with the exercise of the dominant estate. [8] As a result, it usually is not possible or desirable to spend time and money to mark the boundaries, set up barriers such as fences or walls, or clearly document the easement to prevent trespass and perpetuate the easement's boundaries, as normally would be done with a possessory estate. Third, the amount of effort required in title research or a survey is inversely proportional to the effort and care that went into the original description. Scriveners normally spent very little time preparing the original descriptions so that great effort may be required in subsequent title searches and surveys.

The primary reason for the casual preparation of the original description of the easement is the fact that most easements have no separable value. In fact, an easement could not exist without supporting some property or some party to the detriment of some other property. The easement derives its value from the property or party it serves and from its capacity to enhance the enjoyment of that property or party. The result is twofold: (1) the easement is no more valuable than the property it supports and (2) care and concern for the easement usually come second to the property that it supports.

In many instances the shape of an easement contributes to description problems. Most easements exist as a strip. The full enjoyment of the easement does not necessarily require the use of the full width or length of the easement strip. Because the precise location of the easement's boundary does not necessarily increase the benefit enjoyed, many easements seldom are precisely defined or located.

Determining and defining easements requires extraordinary effort due in part to the fact that many easements, especially access or **[*202]** road easements, are ancient. Some have existed beyond any living memory or reasonably available records. [9] The road easements were created to serve the original settlements and continue to provide service to the present time. As the court noted in MacKenna v. Inhabitants of Town of Searsmont: [10]

---

[5] *Badger v. Hill, 404 A.2d 222 (Me. 1979).*

[6] *Shepherd Co. v. Shibles, 100 Me. 314, 318, 61 A. 700, 702 (1905)* ("A right of way is an easement.").

[7] Some roads exist as fee simple title, especially some of the recently created public. See, e.g., *Me. Rev. Stat. Ann. tit. 23, 3023*, 3025 (West 1992).

[8] *Ricker v. Barry, 34 Me. 116, 121-22 (1852).*

[9] In many instances the available documents regarding an easement and its limitations are sparse and of poor quality by normal standards of acceptance. The courts have recognized this fact and often require less evidence of ancient easements. In *Piper v. Voorhees, 130 Me. 305, 155 A. 556 (1931),* the court said:

The admissibility … is sanctioned because the rights and liabilities are generally of ancient and obscure origin, and may be acted upon only at distant intervals of time, and therefore direct proof of their existence ought not to be required; because, in local matters in which the community are interested, all person living in the neighborhood are likely to be conversant; because, common rights and liabilities being naturally talked of in public, what is dropped in conversation respecting them may be presumed to be true; because conflicting interest would lead to contradiction from others if the statements were false; thus a

When a highway is first established in some unfrequented locality, it may exist for a time as a rude road, with a narrow track, and only occasionally used. With the growth of population and business, and the transformation of the lonely neighborhood into a thriving, increasing city, the highway may also go through the transformations of being turnpiked, planked, macadamized, and paved for its entire width. From bearing an occasional rude cart, it may come to sustain an endless succession of wagons, drays, coaches, omnibuses, and other vehicles of travel and traffic. There is a continual march of improvement in streets and in vehicles. [11]

Despite the difficulties surrounding easements, nearly every piece of property in Maine must rely on private or public easements for access and enjoyment. Consequently, the practitioner must be familiar with certain aspects of title regarding easements and their use. This Article will discuss various concepts regarding the use, creation, and extinguishment as well as other problems often associated with easements.

II. Easement Terms and Classifications

Terms commonly associated with easements are "servient estate" or "servient tenement" and "dominant estate," "tenement," or "party." The servient estate is the land the easement crosses and burdens. The dominant estate is the land or person benefited by the easement. **[*203]**

Easements may be classified by reference to their use (for example, road, utility), the manner of creation (for example, prescription, dedication), and their effect (for example, negative easement). In this Article, two classifications will be used: (1) appurtenant easements and easements in gross and (2) public and private easements. These classifications generally have legal connotations that affect the permitted use and location of the easement.

A. Appurtenant Easements and Easements in Gross

Appurtenant easements benefit a property rather than a person. The easement attaches to the land and belongs to the property; it is inseparable and incapable of use without the appurtenant property. [12] The property benefited by the easement is known as the "appurtenant property." In the accompanying figure, Parcel A is the appurtenant property and dominant estate for the access easement while Parcel B is the servient property.

An easement in gross benefits a person rather than a parcel of land. [13] An example of an easement in gross is a utility easement where the utility company benefits from the easement. In Figure 1, the utility company is the dominant party while Parcel A and Parcel B are the servient estates.

Figure 1

---

trustworthy reputation may arise from the concurrence of many parties, unconnected with each other, who are all interested in investigating the same subject.

Id. at 307-08, 155 A. at 558.

10 *349 A.2d 760 (Me. 1976).*

11 *Id. at 763 n.1* (quoting *Briggs v. Lewiston & A. Horse R.R., 79 Me. 363, 366-67, 10 A. 47, 48 (1887)).*

12 *Ring v. Walker, 87 Me. 550, 558, 33 A. 174, 176 (1895)* ("An easement that is appurtenant is incapable of existence separate and apart from the particular messuage or land to which it is annexed, there being nothing for it to rest upon.").

13 In *LeMay v. Anderson, 397 A.2d 984 (Me. 1979),* the court said:

An easement in gross may generally be described as an interest in land which "is not appurtenant to any estate in land or not belonging to any person by virtue of his ownership of an estate in other land, but is a mere personal interest in or right to use the land of another ...."

Id. at 987 n.2 (quoting *Reed v. A.C. McLoon & Co., 311 A.2d 548, 552 (Me. 1973)).*

Insert Figure 1 here - Camera Copy

[cp85d,10]The utility easement is an easement in gross while the access easement is an appurtenant easement for parcel A. Both parcel A and parcel B are servient to the utility easement. Parcel B is servient to the access easement and the public road easement. **[*204]**

As a rule, in cases of doubt the easement is presumed to be an appurtenant easement rather than an easement in gross. [14] This presumption can be rebutted by appropriate evidence.

B. Public Easements and Private Easements

Public easements and private easements are relatively simple classifications that have their greatest relevance in regard to roads. Public easements are easements that the public can use at its pleasure. [15] Private easements are easements that may be used by one or more persons but not by the general public.

In the past there were three recognized categories of public road easements in Maine: [16] (1) state roads; (2) county roads; and (3) town roads. Further, there were at least three historical statutory categories of town roads: [17] (1) town ways; [18] (2) private ways (now public easements); [19] and (3) winter roads. [20] All three levels of government had the power and responsibility to accept, open, maintain, and extinguish public roads. [21] After July

---

[14] Id. at 987 ("The traditional rules of construction for grants or reservations of easements require that whenever possible an easement be fairly construed to be appurtenant to the land of the person for whose use the easement is created.").

[15] Note, however, the public easement within the meaning of title 23, section 3021 of the Maine Revised Statutes does not refer to title; instead, it refers to the municipality's maintenance obligations.

[16] Because this Article focuses solely on Maine roads and easements, all statutory references are to Maine statutes.

[17] Additionally, municipalities had power to establish bridle paths, trails, landings, and parking places. See R.S. ch. 84, 34-38 (1944).

[18] Title 23, 3021(3) (West 1992) states:

"Town way" means … an area or strip of land designated and held by a municipality for the passage and use of the general public by motor vehicle; … all town or county ways not discontinued or abandoned before July 29, 1976; and … all state or state aid highways, or both, which shall be classified town ways as of July 1, 1982, or thereafter, pursuant to section 53.

[19] Id. 3021(2) states: " "Public easement' means an easement held by a municipality for purposes of public access to land or water not otherwise connected to a public way, and includes all rights enjoyed by the public with respect to private ways created by statute prior to the effective date of this Act."

[20] R.C. ch. 84, 30 (1944) states:

29, 1976, the responsibility **[*205]** for county roads (except in the unorganized parts of the county) was transferred to the towns. [22]

III. Easement Status and Uses

One of the first tasks a practitioner must perform when attempting to retrace roads, utilities, railroads, and other corridors of use is to determine the status of the title. Many corridors of use such as railroads, utility lines, and roads may exist either as an easement or in fee simple. Retracement of corridors of use that exist as fee simple title is no different from other property held in fee simple title. Such cases lead the practitioner to other documents detailing property title and boundaries. The analysis of easements, however, is somewhat different from the analysis of land title.

A. Easement or Fee Simple Title

To determine the status of the title (fee simple versus easement), a two step process is appropriate. First, the practitioner should examine the operative records (usually the original records). This is seldom an easy task. Records often cannot be found, or, if found, are not complete. Even when complete records are found, practitioners sometimes discover that the government failed to create or extinguish properly a public easement, placing its current status in doubt. [23] If the records are not discovered or the information re **[*206]** quired is missing, the second step in determining the status of title is to analyze the information within the context of the common law as modified by statute.

1. Operative Records

The municipal officers may lay out a way as aforesaid for the hauling of merchandise, hay, wood, or lumber, to be used only when the ground is so covered with snow that such hauling shall not break the soil. When so laid out, they shall state in their return the purposes for which it is laid, and that it shall be used only in the winter season, and shall order the person for whose accommodation it is laid to pay into the town treasury an amount equal to the damages of such location for the benefit of the owner of the land over which it is laid and the expenses of such location, and it shall not be accepted by the town until such amount is so paid. No town shall be liable for damage to any person traveling on such way.

[21] See, e.g., title 23, 2051 (West Supp. 1974), amended by P.L. 1975, ch. 711, 1, which states:

County Commissioners may lay out, alter, close for maintenance, or discontinue highways within the unorganized areas of their counties and grade hills in any such highway. The county commissioners may close county roads for maintenance and preserve the right-of-way for the use of abutting landowners, and anyothers using said way for the access to their property, and public utilities and corporations with facilities legally located within said way, at their own risk. Nothing in any city charter shall be so construed as to deprive them of the power to lay out, alter, close for maintenance or discontinue county roads within the limits thereof.

See also *Craig v. Davis, 649 A.2d 1096, 1097 (Me. 1994);* *Town of Fayette v. Manter, 528 A.2d 887 (Me. 1987).*

[22] See P.L. 1975, ch. 711, 1. See also *Craig v. Davis, 649 A.2d 1096,* where the court said:

As part of that same enactment, section 2051 was amended to eliminate the county commissioners' former jurisdiction over laying out and discontinuing county ways except in unorganized areas of their counties, P.L. 1975, ch. 711, 1, and a new provision, *23 M.R.S.A. 3026*, gave the municipalities the power to discontinue "town ways" defined by the new provision *23 M.R.S.A. 3021(3)(B)* to include "all town or county ways not discontinued or abandoned before July 29, 1976," the effective date of the new act. Section 3026 further provided that when the municipality discontinued a town way that "unless otherwise stated in the [discontinuance] order, a public easement shall … be retained ...."

The status of the title expressly described in the operative records generally controls. [24] A practitioner should exercise care to locate and use the operative records. In the past, practitioners who had difficulty discerning the operative records often made assumptions about the title, width, and allowable use of various roads, utilities, and other corridors of use. The assumptions, right or wrong, were documented, often without clear explanation, and now the information appears in the records to be factual.

2. Common Law

Under the common law, nearly all private roads such as those shown on subdivision plans and public roads that were conveyed, dedicated, [25] or condemned were taken as easements. [26] However, **[*207]** the legislature reversed the common law for public roads. All dedicated roads created after December 31, 1976, are taken in fee simple unless the municipality accepting the dedication specifically provides otherwise. [27] However, the developer or other person recording a plan in the registry may dedicate rights of lesser extent, provided that the subdivision plan is recorded and the extent of those rights is described on the face of the subdivision plan or any conveyance of land (including a reservation of the fee to the developer). [28] Similarly, after December 31, 1976, all roads taken by eminent domain are taken in fee simple unless the order of condemnation specifically provides otherwise or the property or interests to be taken include the land or right-of-way of a railroad corporation or a public utility. [29] The post-December 1976 changes in the common law were not retroactive, and therefore do not affect the status of existing roads. [30] Additionally, the statutory changes have no effect on the status of roads obtained by prescription or the common law status of roads created by conveyances between private parties.

3. Range-Ways and Range-Roads

Range-ways and range-roads present special problems for determining the status of title. In laying out conveyances, the original proprietors of land frequently placed what are known as "range-ways" - strips of land,

---

Id. at 1097.

[23] The legal procedures required to extinguish a road are not simple. In *Town of Fayette v. Manter, 528 A.2d 887 (Me. 1987),* the court said:

Chapter 79, 35 directed the Commissioners in the event of a discontinuance to "state in their return when it is to be done, the names of the persons to whom damages are allowed, the amount allowed to each, and when to be paid." Parties aggrieved by the Commissioners' decision had statutory rights of appeal to the Superior court with respect to both an order of discontinuance (Ch. 79, 56, 57) and of damages (Ch. 79 36, 39). An appeal from an order of discontinuance had to be prosecuted "at any time after it [the order of discontinuance] has been placed on file and before the next term of superior court in said county ..." R.S. 1944 Ch. 79 56. An appeal from the estimate of damages by the Commissioners had to be taken

at any time before the 3rd day of the regular term succeeding that at which the Commissioners' return is made, to the term of the superior court, first held in the county where the land is situated, more than 30 days after the expiration of the time within which such appeal may be taken, excluding the 1st day of its session …

R.S. 1944, Ch. 79 39. If no notice of appeal from the estimate of damages was filed in a timely manner the proceedings were to "be closed, recorded, and become effectual; all claims for damages not allowed by them be forever barred ..." R.S. 1944, Ch. 79, 36.

Id. at 889.

[24] Title 23, 3031(3), (4) (West 1992 & Supp. 1995-1996).

[25] Dedication is a conveyance to the public through a gift or for a nominal sum resulting in an appropriation by a pubic entity for public use. For a more detailed discussion of dedication, see infra notes 238-252 and accompanying text.

sometimes eight or more rods [31] in width [32] - along all or parts of the lots laid out. [33] Range-ways are thought of in a general sense as "paper streets" because they exist only on paper, in the description of the conveyance.

The purpose of range-ways appears to have been to provide potential access from the various proprietors' lots to the roads and rivers used for commerce. A range-way that is or has been used for travel is referred to as a "range-road." For purposes of determining **[*208]** title, range-roads are treated like other roads and normally are subject to the common law as modified by statute. [34]

While some range-ways presently are used as public and private range-roads, many never have been appropriated for such purposes, and the title of these strips of land remains unclear. The practitioner frequently encounters them when researching title or surveying lots that were laid out on or along rangeways according to the original records. [35] (Often, however, the most recent records fail to show the range-ways.) In many cases, range-ways are owned in fee by the municipality or the heirs of the original proprietors. However, this can be determined only by examining the original conveyance, related documents (for example, an allotment plan), and subsequent conveyances for language evidencing exclusion of the fee or an easement by reservation, dedication, implication, or similar method.

When a public road is established on a range-way, the width of the public road is not necessarily the width of the range-way. If the width of the road, established at the road's creation, [36] is less than the width of the range-way, the following situation would be possible.

---

[26] See *City of Rockland v. Johnson, 267 A.2d 382, 384 (Me. 1970)* (" "The owner of land over which a highway is laid retains his right in the soil for all purposes which are consistent with the full enjoyment of the easement acquired by the public.' " (quoting *Burr v. Stevens, 90 Me. 500, 503, 38 A. 547, 548 (1897))).*

In *Lamb v. Euclid Ambler Assocs., 563 A.2d 365 (Me. 1989),* the court said:

Under the common law, at least presumptively, the owner of land abutting a public way owned the fee under the way. "The common law rule is that the public acquires only an easement in land taken for the establishment of the highway except as the rule has been changed by statute in some states."

Id. at 367 (quoting *City of Rockland v. Johnson, 267 A.2d 382, 384 (Me. 1970)).* See also *Brooks v. Bess, 135 Me. 290, 291, 195 A. 361, 361 (1937)* (presumptively, the adjoining landowner owns the soil to the center of a public way).

[27] Title 23, 3025 (West 1992).

[28] Id. 3031. The statutory language appears to set up a conditional estate whereby the owner adjoining a road to be dedicated has title by implication subject to divestiture of his title when the municipality accepts the inchoate dedication.

[29] Id. 3023.

[30] *City of Rockland v. Johnson, 267 A.2d at 382.*

[31] A "rod" is defined as "a lineal measure of sixteen feet and a half, otherwise called a "perch.' " Black's Law Dictionary (4th ed. 1951).

[32] See, e.g., *Howard v. Hutchinson, 10 Me. 335, 335 (1833).*

[33] The term "range-ways" probably derives from the fact that the strips appear as ways along the "range" of lots laid out by the proprietors.

[34] See supra notes 24-28 and accompanying text.

[35] Practitioners have taken an interest in range-ways due in part to their relatively large width and their frequency, especially in the southern part of the state.

[36] The record ordinarily states the width. If the width is not stated or the records are lost, the practitioner should refer to title 23, 2103 (West 1992) (authorizing municipality to use and control for highway purposes one and one-half rods on each side of the center of the traveled portion of a highway survey).

Figure 2

Insert Figure 2 here - Camera Copy

[cp85d,10]The figure shows the situation not uncommon in Maine where a range-way is created in fee. The width of the range-way is different from the width of the public easement. Also, both a public easement and private easement burden the range-way.

Locating the range-way is done in the same manner as locating any other property (albeit the range-way may be only a few rods wide and several miles long). The location and width of the easement is then fixed within or on the range-way. **[*209]**

Practitioners must be wary of range-ways. Any lots along or in range-ways require a complete research of all relevant documents back to the original conveyance out of the proprietors. A significant proportion of range-ways are encumbered with private and inchoate or incipient public easements. Failure to research properly the records on or near the range-ways increases the risk of problems being overlooked. In the absence of thorough research, the practitioner must warn his client of the increased risk of imperfect title and of improvements within the confines of the range-way. [37]

B. Title Within the Easement

Many people fail to understand or forget that the easement is not a possessory title - it is an encumbrance on the fee simple title. [38] The easement is similar to a blanket on the ground. The blanket may be used by one or more persons, but the ground beneath the blanket is owned by some other person. In real estate practice, the person who can use the blanket often is identified, but the person owning the ground upon which the blanket lies may be ignored. [39] In the case of a buried gas line easement crossing property there is seldom an omission in identifying the servient owner since the land frequently is cultivated or used by the owner, much as the owner would without the existence of the easement. [40] **[*210]**

---

[37] If the survey practitioner is unable or unwilling to perform a complete search of the records, the practitioner should agree with the client to exclude the research and otherwise comply with the rules promulgated by the Board of Licensure for Professional Land Surveyors:

These standards shall apply to every land boundary survey in the State of Maine, except that the Surveyor and the client may agree to exclude any land surveying work from these standards.

Such land surveying work excluded from the requirements of these standards shall not be monumented in the field nor shall it be used as a basis for a description for a conveyance, unless the map or report and description shall clearly set forth the particulars in which the survey departs from these standards.

Rules of Board of Licensure for Professional Land Surveyors ch. 6, 9 (1985).

[38] *Shepherd Co. v. Shibles, 100 Me. 314, 318, 61 A. 700, 702 (1905)* ("An easement is an entirely different thing from the fee. "The fee in the land is to be regarded as distinct from an easement in the same. The fee may be in one, the easement in another … .' " (quoting *First Nat'l Bank v. Morrison, 88 Me. 162, 163 (1895)).* See also *Marshall v. Walker, 93 Me. 532, 540, 45 A. 497, 499 (1900).*

[39] For a good example, look at any subdivision plan and see if it clearly indicates who has title in the streets.

[40] In Kuhn v. Farnsworth, 69 Me. 404 (1879), the court stated:

When we speak of a road or way, there are two distinct rights and interests which naturally present themselves to the mind - the fee in the land itself, and the easement or use (public or private) which may be made of it for the purposes of travel and transportation. The owner of the fee may put the land to any use not inconsistent with the enjoyment of the easement that exists in it.

Id. at 406.

However, in the case of a public road easement, the status of the "underlying" fee simple title is almost always ignored by surveyors and attorneys since the servient owner can exercise little dominion and control over the road area without interfering with the dominant tenement's rights. [41] Nevertheless, the abutting owner frequently owns to the center of a public road easement or beyond. [42] The owner of the fee can use the area within the road easement in any manner not inconsistent with the public's easement. [43] A practitioner should define the extent and limitations of ownership within an easement in order to provide quality services to a client.

C. Multiple Uses/Easements

Easements can be and frequently are co-located (see Figure 3). [44] A utility easement may co-exist with a drainage easement. A private access easement may exist within the public road of a subdivision. There is nothing improper about this situation so long as the servient estate does not interfere with the dominant tenement, the junior use does not interfere with the senior use, and the co-users are reasonable with their use. All users of the easement are responsible for the easement's maintenance. [45] **[*211]**

Figure 3

Insert Figure 3 here - Camera Copy

[cp85d,10]Often within a confined area there exist multiple improvements based on one or more co-located easements that are all imposed on the fee simple owner.

The problem that often arises in these situations is not a conflict between the easements; rather, upon the extinguishment of one easement the servient estate assumes that all rights are removed. This situation frequently arises where the town has discontinued a public road in a subdivision and the lot owners are unaware that one or more private easements remain. Also, the discontinuance of a town way [46] usually leaves a public easement for access. [47] The elimination of one easement does not necessarily cause the elimination of all easements.

D. Correlative Rights and Appurtenances

Once it has been determined that an amenity, such as a road, is an easement, and the location of the easement relative to the ownership of fee simple title is fixed, the rights and appurtenances should be determined. Again, the best and most reliable source for the rights and appurtenances is the operative records. If the operative records are missing or the information vague, the rules of construction as modified by statute are applied.

---

[41] See *Stuart v. Fox, 129 Me. 407, 411, 152 A. 413, 415 (1930)* ("The grantor should not be presumed to retain for himself that which is of distinct benefit to his grantee in connection with the proper use and enjoyment of the estate conveyed.").

[42] *Brooks v. Bess, 135 Me. 290, 291, 195 A. 361, 361 (1937)* ("It is well-established law that presumptively the adjoining landowner owns the soil to the center of the way. Subject to the easement of passage, he may cultivate the soil and take the herbage growing thereon."); *Sutherland v. Jackson, 32 Me. 80, 82 (1850)* ("In this State a grant of land bounded on a highway carries the fee to the centre of it, if there be no words to show a contrary intent.").

[43] See *City of Rockland v. Johnson, 267 A.2d 382 (Me. 1970).*

[44] With respect to utility easements, the municipality can grant a location permit to the utility even though the municipality does not own the fee simple title since utility easements can "piggyback" highway easements by virtue of title 35-A, 2301-2311 (West 1988 & Supp. 1995-1996).

[45] *Ring v. Walker, 87 Me. 550, 564, 33 A. 174, 178 (1895)* ("It is a rule of law that the one who enjoys the benefit of an easement in the premises of another must be at the expense of maintaining it. Easements impose no obligation, as a general rule, upon those whose lands are thus placed in servitude, to do anything.").

[46] See supra note 17.

[47] Title 23, 3026 (West 1992).

1. Express or Clearly Intended

An easement may be used for the purpose expressed or, when not expressly stated, use may be determined by reference to the actual or obvious intent of the parties at the time the grant is made. [48] Ref **[*212]** erence may be made to the circumstances surrounding the conveyance to help determine the intent. [49] Furthermore, the courts frequently give great weight to the reasonable use to which the dominant estate may be devoted or which may evolve over time, or what becomes necessary to constitute full enjoyment of the premises. [50]

2. Implied Rights and Limitations

As a general rule of interpretation, and in addition to those rights enumerated in the easement grant, the dominant estate may take any action reasonably necessary to realize the full enjoyment of the right. [51] When a grantee receives property he likewise receives such means as are necessary to attain the property. [52] Specifically, all rights necessary for the reasonable enjoyment of the easement impliedly pass with the easement. [53] Therefore, the extent of the use varies with the circumstances surrounding the conveyance barring limiting words to the contrary. [54] Even rights not known at the time of the easement grant frequently are allowed as technology develops, in the absence of words to the contrary. [55] Therefore, "cattle, teams and foot passengers" would not be construed by the terms alone to exclude the use of motor vehicles if the words were written before the technology was available. [56] **[*213]**

Figure 4

Insert Figure 4 here - Camera Copy

---

[48] *Saltonstall v. Cumming, 538 A.2d 289, 290 (Me. 1988).*

[49] Id.

[50] See *Lyon v. Lea, 84 Me. 254, 258, 24 A. 844, 845 (1892)* ("Easements are of flexible adaptation… Circumstances must govern the right and expediency of such location.").

[51] *Peavey v. Calais R.R., 30 Me. 498, 500 (1849)* ("[A] grant of a thing includes the means necessary to attain it.").

[52] See *Ring v. Walker, 87 Me. 550, 563, 33 A. 174, 178 (1895); Dority v. Dunning, 78 Me. 381, 389, 6 A. 6, 10 (1886).*

[53] *Gutcheon v. Becton, 585 A.2d 818, 822 (Me. 1991)* ("In general, a person who possesses an easement over another's property can exercise his right only in a reasonable manner.").

[54] *Smart v. Aroostook Lumber Co., 103 Me. 37, 47, 68 A. 527, 531 (1907)* ("The circumstances of each case are to be considered in determining the use which individuals may make of the public highways, and the same rule prevails in limiting the extent of the right over waters as over the land.").

[55] In *Stuart v. Fox, 129 Me. 407, 152 A. 413 (1930),* the court stated:

It is true that the grant of this easement carried with it all the incidents necessary to make the enjoyment of the public right effective, not only with reference to the amount and methods of travel in vogue at the time of the grant, but with respect to such as an advancing civilization might indicate were reasonable and proper.

Id. at 410, 152 A. at 414.

[56] The court in *Stevens v. Anderson, 393 A.2d 158 (Me. 1978),* stated:

Though motor vehicles were becoming rapidly more common in 1915 as a means of private transportation, they had not yet become so prevalent in rural areas that we can infer their exclusion in this case from the fact that they were not expressly mentioned in the language of the reservation in [the] deed. Similar language was still routinely used by many conveyancers to refer to all modes of private transportation normal at the time.

[cp85d,10]A grant of the private road easement before 1990 would allow utilities to be installed within the easement by reasonable implication. A grant of the same easement after 1990 would deny the legal installation of the utilitites. (See *Me. Rev. Stat. Ann. tit. 33, 458* (West Supp. 1995-1996)).

Since the rights frequently depend on the relationship of the parties litigating the rights, a brief summary is appropriate at this point. There are ordinarily three situations where conflict arises regarding the extent and use of an easement: (1) conflict between a stranger and the dominant or servient tenement; (2) conflict between dominant tenements; and (3) conflict between the servient and dominant tenements. [57]

Between a stranger and the dominant or servient tenement, there are no rights recognized in the stranger [58] unless founded upon prescription [59] or equity. **[*214]**

As between various parties with rights in the same easement (or easement location), their respective rights are defined in the first instance according to the express language in their conveyance. Thereafter, there may be a senior versus junior relationship among the dominant estates in the event that there was sequential conveyancing of easements (for example, a grant of an easement to a natural gas company, then later to an electrical company in the same corridor). It stands to reason that a servient owner cannot grant to others that which she has no right to exercise herself. Where there have been simultaneous conveyances of an easement creating equal co-tenants, such as a road in a subdivision plan or an appurtenant easement, [60] the exercise of contemporaneous rights must not infringe on the lawful and reasonable use and enjoyment of the easement by other holders. [61] Furthermore, each dominant estate may act independently of the other - complete agreement among co-tenants is not necessary so long as there is no infringement or unreasonable inconvenience to other co-tenants. [62] In the case of public highways, the use by any person must not be unreasonable in time or place. [63] The use by one person may of necessity dispossess another person of some rights - no two automobiles may occupy the same space at the same time - so long as the use is reasonable. [64] As a general rule, no person can use the public easement for his own benefit without legislative permission. [65] In some cases the legislature, and in lesser matters the courts, have

---

Id. at 159.

[57] In *Hultzen v. Witham, 146 Me. 118, 78 A.2d 342 (1951),* the court said:

It must be remembered that in these cases we are dealing only with the respective rights of co-owners of an easement. Their respective rights as between themselves are relative, not absolute. That which might constitute an invasion or obstruction of an easement by an absolute stranger to the title, that is, by one without scintilla of legal right, in the easement, or in the fee, may well be within the right of a co-owner of the easement to make and maintain. As against the stranger, the right of every owner of the easement to repel invasion thereof is absolute. As between co-owners, the rights to repair and improve, and the right to object to repairs and improvements, are only relative. Neither co-owner can interfere with the reasonable use of the way by any other for a purpose to which the same is or may be made susceptible.

Id. at 126-27, 78 A.2d at 346.

[58] Id.

[59] See part III.D.2.d. for a discussion of prescriptive easements.

[60] See *Cleaves v. Braman, 103 Me. 154, 68 A. 857 (1907).*

[61] *Hultzen v. Witham, 146 Me. at 127, 78 A.2d at 346.* See also *Poire v. Manchester, 506 A.2d 1160, 1162 (Me. 1986)* ("Each easement holder's right may only be asserted to the point where its exercise does not infringe the reasonable use and enjoyment of the beach by other holders of an identical easement.").

[62] *Rotch v. Livingston, 91 Me. 461, 475, 40 A. 426, 432 (1898).*

[63] Cf. *Bearce v. Dudley, 88 Me. 410, 417-18, 34 A. 260, 261 (1896)* (holding defendants liable for unreasonably blocking public waterway); *McPheters v. Moose River Log Driving Co., 78 Me. 329, 333-34, 5 A. 270, 271-72 (1886)* (temporary delays and rests in public waterway must not be unreasonable).

[64] See *Woodman v. Pitman, 79 Me. 456, 458-60, 10 A. 321, 322-23 (1887).*

abrogated the rights in **[*215]** one or more persons for the good of all in a balance between convenience and inconvenience. [66]

The last conflict scenario, between the servient and dominant tenement, is more likely, as evidenced by the number of historical cases. The dominant estate must confine its use of the easement according to the terms or intent of the easement grant in a reasonable manner. [67] As a general rule, the servient estate may not interfere with or impair the reasonable use of the easement by the dominant party unless expressly allowed by the grant. [68] Nevertheless, this estate may exercise dominion over the easement so long as the reasonable use of the easement is not infringed. [69] The servient estate may use the easement in the same or similar manner as the dominant estate or use the area in a manner not incompatible with the dominant estate's use. [70] Furthermore, although the servient owner may grant the use of the easement to others or extend the rights in the easement to one or more dominant parties, [71] she may not grant rights to use the easement that she herself cannot exercise unless the grant is to a bona-fide purchaser where there was no notice of the former conveyance. [72] In addition, the grant of an easement does not deny the servient owner the right to use her land in such a manner as to diminish the need or desirability of the easement. [73] For example, a person who grants access to a private pond is not thereby compelled to maintain the same water level in the pond.

In the case of public roads, the conflict between the dominant (public) and servient tenements often centers on the municipality's right to increase the width of the traveled portion within the easement. Specifically, conflict arises where the municipality enters the easement to remove trees and occupy the space within the bounds **[*216]** of the easement - space that was previously used or occupied by the servient estate. The dominant estate generally may use the full and reasonable width of the easement for the purposes stated in the operative document. [74] However, when the municipality begins removing the herbage, trees, and other improvements [75] to expand the width of the

---

[65] The early case of *Burr v. Stevens, 90 Me. 500, 38 A. 547 (1897),* provides a good example where private use of the public easement will amount to a trespass. In Burr, the court stated:

The parties are owners of adjoining lots of land, both upon the highway. For the purpose of passing between his lot and the highway, the defendant constructed a driveway by making excavations and piling up rocks and refuse across the plaintiff's land, within the limits of the highway as located, but outside of the wrought or traveled portion thereof…

… Whatever his rights may be in regard to passing over the land of the plaintiff, he clearly had no right to make excavations or pile up rocks on the plaintiff's land, even if this was reasonably necessary in making the driveway used by him safe and convenient.

Id. at 503, 38 A. at 548. See also title 35-A 3501-3505 (West 1988 & Supp. 1995-1996) (permitting individuals to use public utility easements for their own benefit).

[66] *Burr v. Stevens, 90 Me. 500, 38 A. 547.*

[67] *Kaler v. Beaman, 49 Me. 207 (1860).*

[68] *Badger v. Hill, 404 A.2d 222, 227 (Me. 1979)* ("The owner of an estate that is servient to an easement may not make a use of the servient land which impairs effective use of the easement within the bounds of the easement ....").

[69] *Morgan v. Boyes, 65 Me. 124, 125 (1876)* ("Such a right does not carry with it a right to the exclusive possession of the land. The owner may still use it for any purpose which does not materially impair, nor unreasonably interfere with its use as a way.").

[70] See, e.g., *Ricker v. Barry, 34 Me. 116, 121 (1852)* ("The grantor would continue to be the owner of the land subject to the servitude, and he would be also entitled to use the way.").

traveled way or to make room for ditches or other amenities, the municipality is obligated to pay the landowner for the loss. [76]

"Reasonableness" is often a deciding factor in determining whether a municipality or dominant owner will be permitted to increase the width of the traveled portion within the easement. Depending on the circumstances, the reasonableness of the use is determined by one of the following two tests: (1) overburdening analysis or (2) reasonable in comparison. [77] The overburdening analysis evaluates whether it is reasonable to conclude that a particular use was within the contemplation of the parties to the conveyance and, in that context, whether the contested use made of the servient estate by the dominant estate exceeds the rights granted to the user. The "reasonable in comparison" test determines whether the actual use by one user unreasonably interferes with the reasonable exercise of the other's rights. [78] Regardless of the analysis, the **[*217]** practitioner should be mindful that implied rights are not limitless and that certain exceptions exist.

a. Utilities in Private Road Easements

Before January 1, 1990, the dominant estate generally had the right to install utilities in a private access easement. [79] However, on and after January 1, 1990, the dominant estate no longer has this right unless the operative instrument expressly grants those rights. [80] This would not affect easements created before January 2, 1990.

b. Utilities in Public Roads

Under the common law, a public easement could be occupied only by uses that were necessary and reasonably beneficial to the public's health, safety, and welfare. [81] For roads, the public use was generally limited to travel, with any delay or other use deemed a trespass upon the servient estate. [82] Therefore, in the past, occupation of the public road easement generally was limited to travel and possibly water and sewage. Other uses such as telegraph, telephone, cable, gas, and electricity were not considered absolute necessities. In many cases the occupation of the public easement by private utilities was prohibited since the occupation only benefited private

---

[71] Title deficiencies may occur where the dominant estate rather than the servient estate has attempted to convey or extend the rights in the easement to the owners of other non-appurtenant parcels. See, e.g., *Lyon v. Lea, 84 Me. 254, 258, 24 A. 844, 845 (1892)* ("[An easement] may be laid out under, over or across another."); *Morgan v. Boyes, 65 Me. at 125* ("He may use it as a way himself, or permit others so to use it.").

[72] See title 33, 201 to 201-B (West 1988 & Supp. 1995-1996).

[73] *Badger v. Hill, 404 A.2d 222, 227 (Me. 1979).*

[74] Cf. *Parsons v. Clark, 76 Me. 476 (1884).*

[75] From a practical standpoint, wild, natural vegetation with no real market value will not trigger claims for damages against the municipality, but cultivated plants, public shade trees, and trees with commercial value should be paid for if taken by the town. Good practice would require the municipality to put the landowner on notice of pending roadwork allowing the landowner to remove trees for his own use or sale. If the landowner fails to remove the trees, the municipality would cut the trees and leave the cut wood for the landowner. Cf. title 30-A, 3291 (West Supp. 1995-1996) (dealing with cutting and removal of trees and brush).

[76] As the Law Court noted:

"Generally they" (meaning trees by the roadside) "are the property of the adjoining landowner. In the absence of evidence transferring the title out of him, it is to be assumed such trees are his property. In him is vested the right of property and of beneficial enjoyment. The public has no right to the trees or to use them, even if necessarily removed, to construct or maintain the way. For any interference with his possession or right of possession in such trees the adjoining owner has his action."

…

"As to everything except the public right of passage and the incidents thereto, the land was the property of the plaintiffs . … They have a right to recover for the defendants' trespass thereon and to be paid the value of the trees he cut and carried away."

corporations offering services to private citizens. In an attempt to clarify who may occupy the public road easement, the Maine Legislature passed several statutes allowing telegraph, telephone, television, [83] common carrier pipeline transmission, [84] water utilities, [85] gas utilities, [86] and electric corporations [87] to make improvements in, along, and under public easements, so long as the easements are used for travel by motor vehicles. [88] The effective date of these statutes was July 1, 1987. Due to an earlier legislative enactment in 1977, public easements in discontinued public roads were deemed to include an easement for public utilities. [89] This enactment, however, was not effective until October 24, 1977; therefore, public roads dis **[*218]** continued between September 3, 1965 (the effective date of legislation providing for the retainment of a public easement in discontinued public roads), [90] and October 24, 1977, are not deemed to contain a utility easement, and permission of the fee owner must be obtained for the installation of utilities. There is also a question whether the 1977 enactment applies to public roads opened prior to the enactment of the statute or roads that may be acquired at any time by prescription. [91] Furthermore, statutory law allows utilities to be installed in discontinued public easements (not private easements) only if they continue in use for travel by motor vehicles. [92] In accordance with Maine statutory law, previously existing utility easements in the public way also may be subject to relocation in connection with development projects. [93]

c. Obstructions

Generally, obstructions that prevent or limit the reasonable use of the easement are not permitted. However, the courts have permitted the placement of temporary obstructions when reasonable under the circumstances. [94] Consequently, the courts have allowed blocking an easement to effectuate repairs, temporarily rest, or unload supplies or products so long as the obstruction is temporary and reasonable under the circumstances. [95] In private easements, the courts have often allowed the use of gates and bars across the easement. The slight burden on the

---

Brooks v. Bess, 135 Me. 290, 292, 195 A. 361, 362 (1937) (quoting *McCaffery v. Concord Elec., 114 A. 395, 396 (N.H. 1921); Baldwin v. Wallace, 146 A. 90, 90 (N.H. 1929)).*

[77] Cf. *Poire v. Manchester, 506 A.2d 1160, 1162-63 (Me. 1986)* ("Accordingly, the correlative rights of the parties are determined by applying a reasonableness test. Such a test has been applied in somewhat analogous cases involving the reciprocal rights of riparian owners to stream flowage.").

[78] *Id. at 1163.*

[79] See *Chase v. Eastman, 563 A.2d 1099 (Me. 1989); Saltonstall v. Cumming, 538 A.2d 289 (Me. 1988); Ware v. Public Serv. Co. of N.H., 412 A.2d 84 (Me. 1980).*

[80] Title 33, 458 (West Supp. 1995-1996).

[81] *City of Rockland v. Johnson, 267 A.2d 382, 385 (Me. 1970)* (" "No new servitude, not in the nature of public travel, can be imposed upon the land, against the consent of the landowner, without a further condemnation of his land under the right of eminent domain, and the award of adequate compensation therefor.' " (quoting *Hartford v. Town of Oilmenton 146 A.2d 851)).*

[82] *Stinson v. Gardiner, 42 Me. 248 (1856).*

[83] Title 35-A, 2301 (West 1988 & Supp. 1995-1996).

[84] Id. 2302.

[85] Id. 2303.

[86] Id. 2304.

dominant estate of opening the gates is balanced against the need of the servient owner to keep cattle from wandering or to protect her property. [96]

d. Prescriptive Easements

Prescriptive easements are construed narrowly and may be utilized only in the manner or character of the burden imposed during **[*219]** the prescriptive period. [97] Further limitations may be placed upon prescriptive easements by the court in fashioning equitable relief. [98] However, once the character of the use is established, the amount or quantity of use is flexible and may increase without overburdening the easement. [99] Courts have upheld an increase in the amount of traffic on a prescriptive access easement beyond that specifically authorized during the prescriptive period. [100] As the Court of Special Appeals of Maryland noted in Mahoney v. Devonshire, Inc.: [101]

Even though the common and ordinary use which establishes the prescriptive right also limits and qualifies it, as one court aptly observed, "the use made during the prescriptiveperiod does not fix the scope of the easement eternally." One commentator in this field states that "if the above announced rule were applied with absolute strictness, the right acquired would frequently be of no utility whatsoever. A right-of-way, for instance, would, as has been judicially remarked … be available for use only by the people and the vehicles which have passed during the prescriptive period."

…

… "It appears that one who has a prescriptive easement has the privilege to do such acts as are reasonably necessary to **[*220]** make effective enjoyment of the easement unless the burden on the servient tenement is thereby increased." [102]

---

[87] Id. 2305.

[88] Id. 2308.

[89] P.L. 1977, ch. 301, 1.

[90] Title 23, 3026, amended by P.L. 1965, ch. 270, 1.

[91] Arguably the law does apply to previously created roads on the basis that the status of the road is already fixed and cannot be altered retroactively.

[92] Id.

[93] Title 30-A, 5301 (West Supp. 1995-1996).

[94] *Smart v. Aroostook Lumber Co., 103 Me. 37, 47, 68 A. 527, 532 (1907)* ("Temporary obstructions are unavoidable and are incident to the legitimate purposes of travel and transportation, and if continued within reasonable limits they do not create a nuisance. But if the encroachment upon the public highway is unreasonable in extent or duration, it is unjustifiable.").

[95] See, e.g., *Davis v. Winslow, 51 Me. 264, 291-96 (1863).*

[96] *Ames v. Shaw, 82 Me. 379, 19 A. 856 (1890):*

Whether created by grant or adverse user, [the easement] may properly be subjected to gates and bars not unreasonably established. The way may be gained without being so obstructed at all, but it is nevertheless a way for a particular use; and in the enjoyment of that use, unreasonable obstructions only are prohibited.

Id. at 382, 19 A. at 856.

[97] *Gutcheon v. Becton, 585 A.2d 818, 822 (Me. 1991)* ("Unlike an express easement, whose terms can usually be ascertained from the creating instrument, the permissible uses of an easement acquired by prescription are necessarily defined by the use of the servient land during the prescriptive period."); *Pace v. Carter, 390 A.2d 505, 508 (Me. 1978)* ("When an easement is obtained by adverse use alone, its extent must be measured by its use."); *Burnham v. Burnham, 132 Me. 113, 115, 167 A. 693,*

e. Exclude the Obvious

On the other hand, it must be presumed that when a deed specifically mentions certain uses, other uses are excluded. Therefore, "cattle, teams and foot passengers" would be construed to exclude the use of motor vehicles if the words were first employed in 1960, since new technologies such as automobiles and electricity were known, reasonable, understood, and widespread at the time. [103] The omission of reasonable and widespread technologies when other uses are specifically mentioned is strong evidence that excluded uses are not included in the terms of the easement.

f. Increased Traffic Not Speed

An increase in the volume of traffic ordinarily is not an overburdening of the easement such that the servient estate may maintain an actionable trespass. [104] However, surfacing that increases the speed of the traffic may be an overburdening because it represents a qualitative rather than quantitative change in use. [105]

g. Subdivision of the Appurtenant Parcel

Many times land is sold in conjunction with an appurtenant easement. At the time of sale, the land may have been used for a farm or field. There was no thought at that time that burgeoning populations would look to that land as a site for future construction of additional residences or multiple commercial enterprises. The courts have held that if the increased or modified use is reasonable, the division of the appurtenant parcel is reasonable even if it increases the use. [106] Each parcel created in the division shares equal right, access, and use of the appurtenant easement. [107]

h. Accessing Non-Appurtenant Parcels

---

693 (1933) ("Since prescription presupposes a grant which is lost, the proof of the nature of the grant is to be found in use, and the extent of the right acquired is fixed and determined by the user in which it originated.").

The Court in Ames v. Shaw, 82 Me. 379, 19 A. 856 (1890), said:

It is true that a way gained by adverse use gives rights commensurate with the adverse use. But, if the use be for agricultural purposes only, then the way becomes a way for that use - a use to be exercised in a reasonable manner; and reasonable use of a way for agricultural purposes … The nature of the easement gained determines its character, and not the particular manner of the use that created the right.

Id. at 382, 19 A. at 856.

[98] See, e.g., Martin v. Burnham, 631 A.2d 1239 (Me. 1993).

[99] In Gutcheon v. Becton, 585 A.2d 818, the court stated:

In order to remain useful to the dominant estate it serves, a prescriptive right of way must encompass some flexibility of use, and adapt to natural and foreseeable developments in the use of the surrounding land. When presented with an alleged overburdening of a prescriptive easement, the factfinder must balance the prior use of the right of way established during the prescriptive period against any later changes in the method of use that unreasonably or unforeseeably interfere with the enjoyment of the servient estate by its current owner.

Id. at 822-23.

[100] Id.

[101] Mahoney v. Devonshire Inc., 587 A.2d 1146 (Md. Ct. Spec. App. 1991).

[102] Id. at 1149 (quoting Kuras v. Kope, 533 A.2d 1202, 1207-08 (Conn. 1987)).

Although the Maine Law Court has not specifically addressed this issue, under the common law generally recognized by most states an easement holder may use an appurtenant easement only for the benefit of the appurtenant parcel. [108] The easement holder may not **[*221]** use the appurtenant easement indiscriminately to serve non-appurtenant parcels. Unless there is express wording to the contrary, appurtenant easements may not be used to serve property not appurtenant to the easement. [109] Any use of the appurtenant easement to enjoy another parcel, even by the owner of the appurtenant property (dominant estate) attempting to reach another adjacent (but non-appurtenant) parcel, is a trespass on the servient estate. [110] This restriction has led to problems since many landowners incorrectly assume they can use an easement appurtenant to one of their parcels for the benefit of another contiguous parcel they own.

Figure 5

Insert Figure 5 here - Camera Copy[cp85d,10]Consider the figure and accompanying information. In this case, the common owner of parcels "C" and "B" may not use the easement to reach parcel "C." If there is no other way to access parcel "C," parcel "C" is considered landlocked or must look to the grantor's remaining land for an easement (easement by necessity).

The courts have cited at least two situations in which the use of an appurtenant easement is limited strictly to benefit the appurtenant parcel. In one such situation, the original grantor has not contem **[*222]** plated the unlimited and indiscreet extension of the easement to other parcels. [111] In the second situation, the use, however slight, of an appurtenant easement to benefit other non-appurtenant parcels places an additional burden on the servient estate. [112] Extending the appurtenant easement to non-appurtenant parcels would make it impossible to estimate the future use and burden placed upon the servient estate. Limitation of the use of an easement to the appurtenant property allows the prospective buyer of the servient property to examine the records and with some confidence estimate the burden he will suffer as a result of the easement. To allow an easement to benefit property as yet undefined and dependent on the purchases of the future owner of the dominant estate would impose an

---

[103] *Stevens v. Anderson, 393 A.2d 158, 159 (Me. 1978).*

[104] *Gutcheon v. Becton, 585 A.2d 818 (Me. 1991).*

[105] *Davis v. Bruk, 411 A.2d 660, 666 (Me. 1980).*

[106] *Herrick v. Marshall, 66 Me. 435, 439 (1877).*

[107] See, e.g., *Cleaves v. Braman, 103 Me. 154, 161, 68 A. 857, 860 (1907).*

[108] The issue was addressed once at the superior court level and decided according to the common law. See Adam v. Reiche, CV-89-1413, (Me. Super. Ct. Cum. Cty., Feb. 28, 1995) (Brennan, J.).

[109] In *Kanefsky v. Dratch Constr. Co., 101 A.2d 923 (Pa. 1954)* the Pennsylvania Supreme Court said:

It is elementary law that an easement cannot be extended by the owner of the dominant tenement to other land owned by him adjacent to or beyond the land to which it is appurtenant, for such an extension would constitute an unreasonable increase of the burden of the servient tenement.

Id. at 926 (footnote omitted); ***Cooper v. Sawyer, 405 P.2d 394, 401 (Haw. 1965)*** ("The principles of law involved are well settled and do not appear to be disputed. The owner of the dominant tenement … may not subject the servient tenement … to servitude or use in connection with other premises to which the easement is not appurtenant."). See also ***Kiser v. Warner Robins Air Park Estates, 228 S.E.2d 795, 797 (Ga. 1976);*** *Curtin v. Franchetti, 242 A.2d 725, 727 (Conn. 1968).* But see *National Lead Co. v. Kanawha Block Co., 409 F.2d 1309 (4th Cir. 1969).*

unfair burden and risk on the owner of the servient property. [113] Furthermore, absurd consequences could follow depending on subsequent conveyances. By allowing the extension of appurtenant easements to non-appurtenant parcels in common ownership, the court would have to recognize a right in the dominant estate to assign rights in the easement to future owners of the non-appurtenant parcels. [114] Therefore, absent a specific agreement to the contrary, the courts will not extend the benefits of an easement to other parcels.

One possible exception to the common law rule is based on estoppel. The exception arises where the owner of non-appurtenant parcels subsequently purchases the dominant parcel with the appurtenant easement. Under this circumstance, it may be reasonable to assume that the owner of the servient estate has notice that the easement will be extended to the parcels previously purchased. In such a case, the easement would appear in the parcel's chain of title.

IV. Creation

Private easements may be created in a number of different ways, including grant, reservation, implication, estoppel, and prescription. A private way (also known as a public easement) may be created by town officials. [115] However, courts have held such use unconstitutional if the private way benefits only a private individual. [116] A **[*223]** public need must be shown. There are three methods by which public easements may be created: (1) prescription; (2) statute; and (3) dedication. [117]

A. Grant

An easement is created by an express grant when a person (grantor or testator) burdens his land with an easement and conveys or devises that easement to some other person (grantee or devisee). [118]

B. Reservation

---

[110] *Wetmore v. Ladies of Loretto, Wheaton, 220 N.E.2d 491, 496 (Ill. App. Ct. 1966); College Inns of Am. v. Cully, 460 P.2d 360 (Or. 1969); Bickler v. Bickler, 403 S.W.2d 354 (Tex. 1966).* But see *National Lead Co. v. Kanawha Block Co., 409 F.2d at 1310* (the landowner was deprived of his access and had to use an easement serving one parcel to reach the other).

[111] *Buckler v. Davis Sand & Gravel Corp., 158 A.2d 319, 323 (Md. 1960).*

[112] *Plunkett v. Weddington, 318 S.W.2d 885, 888 (Ky. Ct. App. 1958); Nielson v. Sandberg, 141 P.2d 696, 701 (Utah 1943).*

[113] *Buckler v. Davis Sand & Gravel Corp., 158 A.2d at 322-23.*

[114] The alternative is that the non-appurtenant parcels remain landlocked.

[115] Title 23, 3022 (West 1964 & Supp. 1995-1996). See also *Brown v. Warchalowski, 471 A.2d 1026 (Me. 1984),* for a discussion of the provisions of the former title 23, 3001-3012.

[116] In *Brown v. Warchalowski, 471 A.2d 1026,* the court noted:

[When] laying out … [a] private way it was necessary thatit be found that the establishment of the private way was required by common convenience and necessity. We answer that such requirement is necessitated under the Constitution of the State of Maine and under the statutory law existing at the time of the laying-out process.

Id. at 1029.

[117] *Vachon v. Inhabitants of the Town of Lisbon, 295 A.2d 255, 259 (Me. 1972)* ("We conceive the law in Maine to recognize three methods by which public ways may be created; namely, 1) by prescriptive use, 2) by the statutory method of laying out and accepting a way, and 3) by dedication and acceptance.") (footnote omitted). See also *Avaunt v. Town of Gray, 634 A.2d 1258 (Me. 1993); Town of Manchester v. Augusta Country Club, 477 A.2d 1124 (Me. 1984).*

An easement by reservation is created when the grantor retains an easement over land that she conveys to another party. [119] In many cases, the deed from grantor to grantee is somewhat unclear with respect to the reserved easement, creating problems that arise immediately or at a later date. [120] The following are two of the most common problems associated with reservations:

1. Exception Used

"Reserving" an easement refers to designating an easement to remain in favor of the grantor. [121] However, in a few cases grantors incorrectly will use the term "excepting" to designate an easement that the grantor wishes to retain. [122] An exception is properly used to retain fee title whereas a reservation creates a right, not existing **[*224]** previously, in the form of an easement. [123] The court in Engel v. Ayer [124] attempted to explain the difference.

A "reservation" is said to vest in the grantor some new right or interest not before existing in him, operating by way of an implied grant … The operation of an exception on the other hand, is to retain in the grantor some portion of his former estate, and whatever is thus excepted or taken out of the grant remains in him as his former title. An exception is always of a part of the thing granted and of a thing in being… But the two principles so frequently blend, and the distinction between them is so often found to be uncertain and obscure, that the two expressions have to a great extent been interchangeably employed. A reservation is often construed as an exception in order that the obvious intention of the parties may not be defeated. [125]

2. Subject To/Together With

Once the grantor creates an easement in favor of his remaining lands by a reservation, the servient parcel is "subject to" the easement. The deed for the appurtenant parcel should drop the word "reserving" and introduce the easement with the words "together with" to indicate the additional right or title already in existence **[*225]** that is

---

[118] See, e.g., *O'Connell v. Larkin, 532 A.2d 1039, 1042 (Me. 1987).*

[119] Id.

[120] See, e.g., *First Nat'l Bank of Skowhegan v. Morrison, 88 Me. 162, 163, 33 A. 784, 785 (1895).*

[121] *S.E. & H.L. Shepherd Co. v. Shibles, 100 Me. 314, 317, 61 A. 700, 701-02 (1905).*

[122] *State v. Wilson, 42 Me. 9 (1856).* In the later case of *Ring v. Walker, 87 Me. 550, 33 A. 174,* the court stated:

In giving constructions to instruments in writing, the intention of the parties is to be effectuated, and if a deed cannot effect the design of them in one mode known to the law, their purpose may be accomplished in another, provided no rule of law is violated. Hence, the distinction between an exception and a reservation is so obscure in many cases, that it has not been observed; but that which in terms is a reservation in a deed is often construed to be a good exception, in order that the object designed to be secured may not be lost.

Id. at 560-61, 33 A. at 177 (quoting *Winthrop v. Fairbanks, 41 Me. 307, 311-12 (1856)).*

[123] *Brown v. Allen, 43 Me. 590, 599 (1857)* ("An exception in a deed must be a portion of the thing granted, or described as granted, and can be nothing else."). Also consider the case *Worcester v. Smith, 117 Me. 168, 103 A. 65 (1918),* where the court said:

An "exception" is a part of the thing granted and of a thing in being at the time of the grant. A "reservation" vests in the grantor some new right or interest that did not exist in him before, and operates by way of an implied grant.

… "The distinction between an "exception' and a "reservation' is frequently obscure and uncertain, and has not always been observed, and the two expressions have to a great extent been indiscriminately employed. Moreover, a reservation is often construed as an exception in order that the obvious intention of the parties may be subserved. Whether a particular provision is

being conveyed with that appurtenant parcel. However, the failure to mention the easement does not extinguish it. [126]

C. Implication

Implied easements arise from inferences and circumstances surrounding the division and conveyance of land. The Law Court has recognized that certain easements, not specifically described and granted in the instruments of conveyance, may be implied by the circumstances attending the conveyance of the property. [127] Easements by implication are based on a presumed grant, [128] arising from an inferred understanding of the parties and flowing from circumstances present at the time of the conveyance. [129] These circum **[*226]** stances must support the inference that the parties' intent was to create an easement (irrespective of verbal assertions of the true intent). [130] The equitable basis of implied easements lies in the principle that the grant of a thing includes the necessary means to attain, possess, and use it. [131] In some cases, the theory of estoppel will prohibit the grantor from denying an easement. [132] In effect, a person by her acts may imply an easement for the benefit of another (usually the grantee), [133] and by so doing, that person subsequently may be estopped from denying the existence of the easement.

The four circumstances most frequently causing implied easements are: (1) strict necessity existing at the time of the grant; (2) quasi easements existing on the land prior to division and conveyance; (3) amenities shown on a subdivision plan used to convey one or more lots; and (4) the grantor's private road is used as a boundary in a description provided to the grantee.

1. Strict Necessity

If a landowner divides a tract of land in such a way that one of the resulting parcels is completely inaccessible (for example, it does not have access to and from a public highway), the law will imply an easement out of strict

---

intended to operate as an exception or reservation is to be determined by the character, rather than by the particular words used."

Id. at 169, 103 A. at 65 (quoting *Ring v. Walker, 87 Me. at 559, 33 A. at 176)* (citations omitted). See also, *Shackford & Gooch, Inc. v. B & B Coastal Enterprises, Inc., 479 A.2d 1312, 1314 n.3 (Me. 1984)* ("Technically, a "reservation' is a newly created right, but "reservation' is frequently used interchangeably with "exception.' The intention of the parties, not the words in the deed, is controlling.") (citations omitted).

[124] *85 Me. 448, 27 A. 352 (1893).*

[125] *Id. at 453-54, 27 A. at 354* (citations omitted).

[126] The legislature codified the common law by stating, "In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed." Title 33, 773 (West 1988).

[127] The court held in *Hoskins v. Brawn, 76 Me. 68 (1884):*

It is undoubtedly true that an easement on land other than that which is conveyed is not to be created by implication unless the easement is necessary to the beneficial use and enjoyment of that which is conveyed. But the authorities go far to show that easements already created, and in actual use at the time of a conveyance, will often pass, although convenient only, and not absolutely necessary.

Id. at 70.

[128] In the early case of *Doten v. Bartlett, 107 Me. 351, 78 A. 456 (1910),* the court said:

necessity for that parcel. [134] An easement by **[*227]** strict necessity arises when: (1) there is a conveyance of a lot out of a larger, divided parcel; (2) the conveyed lot is denied essential access (most often the parcel is "landlocked" in that it cannot be accessed by water or roadway at the time of the conveyance); and (3) relief in the form of an easement may be had on, across, or burdening what is or was the remaining land of the grantor. [135]

As a rule, strict necessity, and not mere convenience, is required. [136] In early cases the court held that an easement by necessity would not be implied where the tract of land conveyed had frontage on navigable waters but otherwise was landlocked. [137] In more recent years the court has looked at the parties' intention in **[*228]** light of present circumstances. Ithas held that in certain circumstances an overland easement by necessity would be implied even when property had frontage on the ocean or a lake suitable for navigation. [138]

The Law Court construes strict necessity to mean absolute necessity without recourse to other lawful means. [139] Necessity requires that an actionable trespass would have to occur in order for a landowner to exercise an essential and necessary use. If an alternative means or method (although burdensome) would give the landowner relief, thus rendering actionable trespass unnecessary, requirements of strict necessity are not met. Expense isnot typically a consideration unless it is clearly excessive or unreasonable. [140]

The creation of an easement by necessity does not depend on the preexisting use of the land or what the grantor later may claim was her true intent at the time of conveyance. [141] Additionally, the easement by necessity is not limited to the necessary use required at the time of its creation. [142] However, the necessity itself must exist at **[*229]** the time of the conveyance. [143] For example, if a lot was not landlocked at the time of conveyance and only became landlocked by later circumstances through no fault of the grantor or his predecessor, no easement by necessity will exist. [144]

Easements by necessity are not limited to roads. The Law Court has held that easements by necessity may arise for drainage, chimneys, maintenance rights, and other uses. [145]

The basis of a right of way of necessity is the presumption of a grant arising from the circumstances of the case. Necessity does not of itself create a right of way but it is evidence of the grantor's intention to convey one. "Necessity is only a circumstance resorted to for the purpose of showing the intention of the parties and raising an implication of a grant. And the deed of the grantor as much creates the way of necessity as it does the way by grant, the only difference between the two is that the one is granted in express words and the other only by implication." … "This species of right of way, in the absence of anything to the contrary contained in the deed, becomes an incident to the grant indicative of the intention of the parties."

The presumption, however, is one of fact and whether or not the grant is to be implied in a given case depends upon the terms of the deed and the facts in that case.

Id. at 354, 78A. at 458 (citations omitted). See also *Littlefield v. Hubbard, 124 Me. 299, 302, 128 A. 285, 287 (1925)* ("It should also be observed that every right of way of necessity is founded on a presumed grant ....").

[129] In *LeMay v. Anderson, 397 A.2d 984 (Me. 1979)* the court stated:

In determining whether the grantor impliedly reserved an easement over the conveyed land, the focus is properly upon the probable intent of the parties. The understanding of the parties to the conveyance giving rise to the implied easement, therefore, is relevant. Also probative of the intent of the parties are the circumstances surrounding the transaction. Certain circumstances that evidence an intent to create an easement have become known as elements of an implied easement. The so-called elements of an implied reservation of an easement are (1) apparent and open use of the quasi-easement, (2) severance of unity of title in the dominant and servient portions, and (3) the strict necessity of the servitude to the enjoyment of the dominant estate.

Id. at 987-88 (citations omitted) (footnote omitted). See also *York v. Golder, 128 Me. 252, 255, 147 A. 41, 42 (1929); Watson v. French, 112 Me. 371, 374-75, 92 A. 290, 291-92 (1914).*

[130] *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d 387, 389 (Me. 1990)* ("Because of the strict necessity of having access to the landlocked parcel, an easement over the grantor's remaining land benefiting the landlocked lot is implied as a

An easement by necessity never will be recognized over the land of an adjoining owner who is a stranger to the operative conveyance. [146] The easement must burden those lands of the grantor remaining at the time of the conveyance even though a more convenient way could be forced upon the neighbor. [147] To hold otherwise would create numerous problems by allowing acts and **[*230]** mistaken omissions between two parties to bind and burden a stranger to the transaction. Where, however, the land conveyed to the grantee borders other lands owned by the grantee, which provide access to the newly conveyed land, the courts will require the grantee to go through the grantee's other land and will refuse to imply an easement of necessity through the grantor's remaining land. [148]

Figure 6

Insert Figure 6 here - Camera Copy

[cp85d,10]The time sequence of figures shows the route the owner of Parcel B3 has to use when relying upon an easement by necessity through the grantor's remaining lands.

When an easement by necessity arises, the owner of the servient estate has the right in the first instance to locate a reasonable way. If the servient owner fails to locate a reasonable way, the dominant owner may locate one. [149] The parties may agree to the location in writing, verbally, or by their conduct [150] and may agree to alter the location at a later time. [151] The Law Court has held that the location **[*231]** must be reasonable. [152] In instances where the location of the way changes, its status remains that of an easement by necessity. [153] However, once the necessity terminates, the easement terminates as well. [154]

2. Quasi Easements

---

matter of law irrespective of the true intent of the common grantor."); *LeMay v. Anderson, 397 A.2d at 987* (To determine whether an easement has been impliedly created the proper focus is "upon the probable intent of the parties," which may be inferred from the circumstances of the transaction.).

131 *Watson v. French, 112 Me. at 374-75, 92 A. at 291; Oakland Woolen Co. v. Union Gas & Elec. Co., 101 Me. 198, 207, 63 A. 915, 919 (1906)* ("The good sense of the doctrine on this subject is that under the grant of a thing, whatever is parcel of it, or of the essence of it, or necessary to its beneficial use and enjoyment, or in common intendment is included in it, passes to the grantee.") (citation omitted). Twenty years earlier in *Dority v. Dunning, 78 Me. 381, 6 A. 6 (1886),* the court said, "It is an ancient maxim that when a person grants a thing, he is supposed also tacitly to grant such means of his own as are necessary thereby to attain the thing granted." *Id. at 389, 6 A. at 10.*

132 *Sutherland v. Jackson, 32 Me. 80, 83 (1850)* ("The grantee acquired a right of way in the street by implication or estoppel.").

133 *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d at 389.* See also *LeMay v. Anderson, 397 A.2d at 987-88.*

134 In *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d 387,* the court said:

We have recognized two kinds of implied easements … The first is an easement created by strict necessity, arising when a grantor conveys a lot of land from a larger parcel, and that conveyed lot is "landlocked" by the grantor's surrounding land and cannot be accessed by a road or highway. Because of the strict necessity of having access to the landlocked parcel, an easement over the grantor's remaining land benefiting the landlocked lot is implied as a matter of law irrespective of the true intent of the common grantor.

Id. at 389. See also, *Trask v. Patterson, 29 Me. 499, 503 (1849)* ("Where one conveys to another a tract of land wholly surrounded by his own land, or inaccessible except through his own land, he has been considered as granting by implication a right of way to and from it."); *Flood v. Earle, 145 Me. 24, 27, 71 A.2d 55, 57 (1950)* ("It was early decided in Maine that where one conveys to another a tract of land surrounded by the grantor's own land, or inaccessible except through the grantor's own land, he is considered to have granted by implication a right of way to and from it.").

The term "quasi easement" is derived from the fact that the implied easement begins before an easement legally can exist - it is in a "quasi" state. A quasi easement begins as a use across a parcel under one ownership that continues on one or more divisions after the parcel has been subdivided. [155]

Quasi easements are implied easements that arise when: (1) there is a division of a parcel into two or more parcels (at least two properties formerly unified in title); (2) a use for the benefit of one parcel had occurred prior to separation on what is now the other parcel; (3) the use was open, apparent, and observable to persons familiar with the property; (4) the retention and continuation of the use clearly would benefit the land; (5) the owner of the land (dominant estate) continues to use the easement as if it were a true easement; and (6) the easement is not denied by express language or acts. [156] **[*232]**

Figure 7

Insert Figure 7 here - Camera Copy

[cp85d,10]As the figures show, a division line is created across the existing septic field giving rise to a quasi easement.

Unlike other forms of implied easements, a quasi easement generally is founded upon a previous use. [157] A common example of a quasi easement is when a large house is subdivided with part of the house conveyed as a separate dwelling (for example, a town house). The party wall between the two units is a quasi easement arising from the conveyance.

At one time the court required that an implied easement arising from a quasi easement be based upon strict necessity. [158] At present the court has relaxed that position and no longer requires strict necessity. [159] The court relies primarily on the intent of the parties as evidenced by surrounding circumstances. [160] Necessity of use is a circumstance that may prove the supposed grantor's intent to create **[*233]** a quasi easement. [161] Prior use and

---

[135] *Morrell v. Rice, 622 A.2d 1156, 1158 (Me. 1993)* ("An easement by necessity, an easement implied in the law, may be created when a "grantor conveys a lot of land from a larger parcel and that conveyed lot is "landlocked' by the grantor's surrounding land and cannot be accessed from a road or highway.' "). See also *O'Connell v. Larkin, 532 A.2d 1039, 1042-43 (Me. 1987).*

[136] In *Stillwell v. Foster, 80 Me. 333, 14 A. 731 (1888),* the court noted:

In this state, the rule is now so well established, that the test to be applied in such cases is, whether the way is one of strict necessity, that it is too late to change it. Nor do we think it desirable, for it seems to be founded not only upon a preponderance of authority but upon sound principle. It has the recommendation of simplicity and certainty, is easily applied, and works no injustice; for, the purchaser knows, or should know, what he is buying before his deed is accepted.

Id. at 344, 14 A. at 732. See also *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d at 389; Ouellette v. Bolduc, 440 A.2d 1042, 1046 (Me. 1982).*

[137] In *Flood v. Earle, 145 Me. 24, 71 A.2d 55,* the court stated:

No right of way from necessity exists across the remaining land of the grantor, where the land to which such right of way is claimed borders on the sea. It must be necessity and not mere convenience. If free access to the land over a public navigable water exists, a way by necessity cannot be implied.

*Id. at 28, 71A.2*d at 57 (citation omitted). See also *Littlefield v. Hubbard, 124 Me. 299, 301, 128 A. 285, 286-87 (1925); Kingsley v. Gouldsborough Land Improvement Co., 86 Me. 279, 281-82, 29 A. 1074, 1075 (1894).* In the most recent case of *Morrell v. Rice, 622 A.2d 1156* the court stated: "It is true that a showing of access to land across navigable water could in some circumstances defeat a claim of an easement by necessity." However, the court also stated: "We have not reexamined in recent years, in light of the changed conditions of transportation based on the ascendancy of the automobile, the extent to which water access would still preclude an easement by necessity." *Id. at 1156 n.4.*

the physical adaptation of the premises to continue the use are important considerations in determining the existence of a quasi easement. [162]

3. Subdivision and Sale

When land has been divided into lots with at least one lot conveyed according to a subdivision plan showing streets and other beneficial amenities, appurtenant rights in these amenities attach to the lots for the use and enjoyment of the lot owners. [163] The roads and other amenities are appurtenant easements provided that: (1) the amenities are shown on a recorded subdivision plan (or one given to the lot owner prior to or at the time of conveyance) [164] and (2) restrictions that would exclude an implied easement are not noted on the face of the subdivision plan nor on any conveyance of land to the lot owner or his predecessors in title. [165]

Accordingly, the lot owner may acquire rights in streets, parks, squares, recreational areas, boat launching sites, and light and air over open areas, provided that these areas are shown on the survey plan that is referenced in the operative deed of conveyance. [166] These amenities are implied with the conveyance of any lot shown on the subdivision plan. [167] They attach to the conveyed property **[*234]** regardless of whether they actually abut the lot in question. [168] Consequently, lot owners within a subdivision generally have an implied right to use the roads and other common areas shown on the subdivision plan as private easements appurtenant to their lots. [169]

If the grantor (developer) depicts property with certain amenities on a plan shown to the grantee (purchaser) or referenced in the deed, the grantor is estopped from asserting that those amenities were not implied in the conveyance to that grantee. It is presumed that the grantee was induced to buy the lot in part because of the amenities displayed on the plan that was shown to him. [170] Under the common law, if a grantor sells a lot by metes and bounds description without the grantee's seeing a plan, the grantee obtains no implied rights in the streets other than those for immediate access to his lots since there could be no inducement that such streets would be available for the grantee's use. [171] In Maine, the attempt at codification of the common law does not address this requirement in such specific language [172] - seeming to imply that actual notice is present from the

---

[138] See *LeMay v. Anderson, 397 A.2d 984, 987-88 (Me. 1979)* (court found implied reservation of easement by conveyance even though the property abutted a lake); *Morrell v. Rice, 622 A.2d at 1158-59* (stating that where landlocked or inaccessible land is part of a simultaneous conveyance by a common grantor, an easement by necessity can be implied).

[139] *Warren v. Blake, 54 Me. 276, 289 (1866);* cf. *Bowers v. Andrews, 557 A.2d 606 (Me. 1989).*

[140] *Flood v. Earle, 145 Me. at 28, 71 A.2d at 57* ("An easement of necessity is sometimes recognized … where the expense to be incurred in creating or using another way is excessive.") (citing *Littlefield v. Hubbard, 124 Me. 299, 128 A. 285 (1925)).* But see *O'Connell v. Larkin, 532 A.2d 1039, 1042 n.5 (Me. 1987)* (stating that expense does not affect the requirement of strict necessity for obtaining an easement by necessity).

[141] In *Morrell v. Rice, 622 A.2d 1156 (Me. 1993),* the court stated:

The scope of use of the easement, however, is not determined solely in reference to the time of its creation. Rather, the better rule is that the scope should be defined with reference to the reasonable enjoyment of the land and all lawful uses to which it may be put.

Id. at 1160. See also *Bowers v. Andrews, 557 A.2d at 609.* ("The creation of an easement by necessity, exemplified by the case of a "landlocked' lot conveyed out of a larger parcel, does not depend on any preexisting quasi-easement, or even on the intent of the grantor."); *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d 387, 389 (Me. 1990)* ("Because of the strict necessity of having access to the landlocked parcel, an easement over the grantor's remaining land benefitting the landlocked lot is implied as a matter of law irrespective of the true intent of the common grantor.").

[142] In *Morrell v. Rice, 622 A.2d 1156* the court wrote:

The rule is stated that a way of necessity is not limited to those purposes connected with the use of the dominant tenement existing at the time the easement was created, but is available for any and all purposes for which the dominant tenement may be

recording of the plan. If the entire subdivision is completed in phases (phased development) where the overall subdivision plan is not specifically referenced in the deed of conveyance, the purchaser of a lot ordinarily would acquire only implied rights or easements in those aspects of the partial plan (phase) which was **[*235]** referenced in the deed. [173] Of course, the grantor always may deny expressly implied easements in the streets. [174]

Once a lot has been conveyed and easements are implied to a purchaser, the grantor (developer) may not be allowed to make changes in the development that would be detrimental to the interests of the grantee. For example, a developer may not be allowed to turn a cul-de-sac road into a through street or make substantial alterations to road locations or the size of designated parks after he has conveyed one or more lots. [175] Should changes be contemplated, the developer may need to obtain a release from all lot owners affected by the changes, or else repurchase the lots sold in order to eliminate or alter the easements. [176]

Practitioners often encounter difficulties when lot owners have made substantial improvements in vacated paper streets or discontinued town roads. These lot owners fail to realize that the private implied rights of the other lot owners exist independently of the public rights. Consequently, the public's vacation or discontinuance of such streets does not affect the implied rights of the lot owners in the subdivision to use the street though the streets are discontinued (much to the consternation of landowners who made improvements in the former public roads). [177]

4. Boundary in a Description

An implied easement often will arise in favor of the grantee's property over the grantor's private road if the road is specified as bounding the tract conveyed (see Figure 8). [178] The implied easement will arise when: (1) the grantor creates and conveys a lot or parcel; (2) the description of the lot calls for the private road along **[*236]** the lot or parcel to be conveyed; [179] (3) the grantor has fee simple title to the road at the time of the conveyance; [180] and (4) the grantor does not expressly deny an easement over the private road. [181] This form of implied easement differs from an implied easement created by a subdivision plan with respect to the manner of creation and the

---

adapted. The enjoyment of such a way is said to be limited only by the necessity for its use in connection with all lawful uses of the land to which it is appurtenant. In other words, a way of necessity is held to be coextensive with the reasonable needs, present and future, of the dominant estate; it varies with the necessity, insofar as may be consistent with the full reasonable enjoyment of the servient estate.

Id. at 1160 (quoting *25 Am. Jur. 2d Easements & Licenses 83* at 489 (1966)).

[143] See id. ("Whether an implied easement exists is determined by examining the circumstances existing at the time the landlocked parcel is severed from the parcel with access."); *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d at 389* ("At the time of the original conveyance … [the] land was bounded by a town road and was neither landlocked nor inaccessible. In the absence of strict necessity for an easement … at the time of the severance of unity of title, the law will not imply one.").

[144] In Frederick v. Consolidated Waste Servs., Inc., a parcel of land was subdivided with access provided along a town road. Years later the town road was discontinued (without a public easement remaining), and the parcel became landlocked. *Id. 573 A.2d at 388.* The owner of the landlocked parcel argued that they should have an easement by necessity through the grantor's remaining land. *Id. at 389.* The Law Court held that the parcel was not landlocked at the time of its creation and therefore, there was no necessity. Id. The parcel, in effect, was left without means of access.

[145] See *York v. Golder, 129 Me. 300, 301, 151 A. 558, 558 (1930)* ("The law recognizes that an easement of necessity, in the nature of a drain, may be reserved by implication in the conveyance of a servient estate."). See also *Watson v. French, 112 Me. 371, 375, 92 A. 290, 292 (1914)* (citing cases where easement by necessity existed regarding stairways, drains, and chimneys); *Ring v. Walker, 87 Me. 550, 563, 33 A. 174, 178 (1895)* ("So where the use of a thing is granted, everything essential to that use is granted also, and there is an implied authority to do all that is necessary to secure the enjoyment of such easement.").

[146] *Littlefield v. Hubbard, 124 Me. 299, 302,128 A. 285, 287 (1925)* ("Every right of way of necessity is founded on a presumed grant, hence none can be presumed over a stranger's land and none can be thus acquired.") (citing *Whitehouse v. Cummings, 83 Me. 91, 97, 21 A. 743, 745 (1890).* However, having assumed the burden imposed by the omission of her predecessor in title,

extent of the easement. The implied easement created by a description is limited to the road or other amenity called for as a boundary in the description. [182]

Figure 8

Insert Figure 8 here - Camera Copy

[cp85d,10]In the above figure, a discription for the lot sold that says "thence along the private drive" or similar words, would create an implied access easement for the lot sold in the private drive.

The Law Court has allowed various "boundary calls" to result in an implied easement. Terms such as cedar square, a passageway thirty feet wide, street, avenue, lane, road, place, court, contemplated passageway, and driveway, all have been recognized as creating an implied easement. [183] **[*237]**

An implied easement does not require necessity where the easement is created by calling for a road as a boundary in a description. [184] In other words, the existence of the easement does not depend on the grantee's need for, or the unavailability of, other access. [185] Therefore, an implied easement will be created even though the parcel has frontage on a public road along some other boundary. Only the omission of any reference to the road in the description or express wording denying the grantee an easement will prevent an implied easement. [186]

5. Application and Comparison

When a division of land is made, easements by necessity and quasi easements may benefit either the grantee or the grantor. [187] The right may accrue even though the grant was made with covenants of warranty. [188] However, implied easements that ordinarily would have arisen from a grant and benefited the grantee are favored over those easements that ordinarily would have arisen by reservation. [189] **[*238]** The implied easement arising by reservation would favor the grantor. The courts are reluctant to burden an innocent grantee by bestowing a benefit upon the grantor, the person who prepared the deed, omitted the easement, and thus created the problem. [190]

---

a successor to the grantor's remaining lands, who is otherwise a stranger to the original conveyance, may be burdened with an easement.

147 Cf. *Morrell v. Rice, 622 A.2d 1156, 1158 (Me. 1993)* ("An easement by necessity also may be created when there are simultaneous conveyances by a common grantor, and one of the conveyed lots is landlocked and inaccessible. In such a case, an easement over the other simultaneously conveyed lot to benefit the inaccessible lot may be implied.") (citing *Bowers v. Andrews, 557 A.2d 606, 609 (Me. 1989)); Frederick v. Consolidated Waste Servs., Inc., 573 A.2d at 387.*

148 See *Doten v. Bartlett, 107 Me. 351, 355, 78 A. 456, 458-59 (1910).*

149 In *Rumill v. Robbins, 77 Me. 193, 194 (1885),* the Law Court stated: "In such cases [where a right of way exists by virtue of necessity], the owner of the servient estate has the first right to locate the way, and if he refuse [sic] to do so upon request, the owner of the dominant estate may locate the way." (citations omitted).

150 Id. ("The parties may agree to a location, and can change any location by mutual agreement. Such arrangement, need not be in writing, but can be inferred from the words or conduct of the parties ....").

151 *Flood v. Earle, 145 Me. 24, 28, 71 A.2d 55, 57 (1950)* ("The location of ways arising from necessity may be changed by the concurrence of the parties. Such location or change need not be in writing nor formally agreed to. It may be inferred from the acts or acquiescence of the parties.").

152 *Rumill v. Robbins, 77 Me. at 194.*

153 Id. ("However the way may be located, the right remains one of necessity only.").

154 *LeMay v. Anderson, 397 A.2d 984, 989 (Me. 1979)* ("The recognized rule in Maine with respect to ways of necessity is that termination of the necessity extinguishes the easement.") (citing *Whitehouse v. Cummings, 83 Me. 91, 99, 21 A. 743, 745 (1890); 25 Am. Jur. 2d Easements 106*). In *Tibbetts v. Penley, 83 Me. 118, 21 A. 838 (1890)* the court stated:

Consequently, favoring the grantee over the grantor recognizes that equity plays a part in implied easements. Also favored are implied easements between grantees where there are simultaneous conveyances. [191]

The courts ordinarily do not favor easements by necessity and quasi easements, [192] reasoning that it is a simple matter to create easements by the language of the deed. Therefore, the general presumption is that if the deed is silent upon the matter, no easement is conveyed. [193] Historically, the court demonstrated its reluctance to recognize certain implied easements by allowing easements by necessity and quasi easements only in cases of strict necessity. Mere convenience, falling short of absolute necessity, was insufficient. [194] **[*239]**

Contrary to easements by necessity and quasi easements, implied easements arising from subdivision-and-sale or boundary-in-a-description do not require necessity, [195] reasonable enjoyment, or existing use at the time of conveyance. These classes of implied easements arise by operation of law unless a contrary intent is clearly expressed at the time of the operative conveyance.

In cases of implied easements by strict necessity and quasi easements, the party claiming an implied easement has the burden of overcoming the general presumption that no easement was intended. [196] The party claiming the implied easement, likewise, must prove that the easement is necessary to the beneficial enjoyment of the property. [197] If the lot can be accessed and made usable at a reasonable expense without the implied easement, no implied easement by strict necessity or quasi easement will be allowed. [198] Furthermore, the servient estate may rebut any showing of an implied easement by producing express language showing an agreement by the parties or their predecessors in title that no implied easement would exist. [199]

With the exception of a quasi easement, implied easements are not always evidenced by actual use prior to the division of the par **[*240]** cel. [200] In many cases, the dominant estate will not use implied easements for some time thereafter, if ever. Nevertheless, implied easements will continue to exist (see Figure 9). Such as often occurs with a paper street, the easement will survive regardless of whether the dominant owner attempts to use it. [201] Therefore, with the exception of quasi easements, implied easements do not require the grantor to construct or maintain improvements or actively use the easement. [202] Consider the circumstances depicted by the figure that

---

If the plaintiff's passage-way were one of necessity simply, the location of the street along the western line of the plaintiff's land, would operate a discontinuance of it across the defendant's land, on the well-settled doctrine that the necessity from which the way resulted having ceased, the right of way ceased.

Id. at 123, 21A. at 840.

[155] See *LeMay v. Anderson, 397 A.2d at 988 n.3* ("To distinguish, however, the case in which an existing use is made of the servient portion to benefit the dominant portion from the situation in which there is no existing use at the time of severance of title, the existing use is referred to as a quasi-easement."); *Brown v. Dickey, 106 Me. 97, 101, 75 A. 382, 384 (1909)* ("An implied grant of an easement in favor of a grantee arises from circumstances where at the time of the conveyance the grantor was the owner of land constituting both the dominant and servient estates.").

[156] See *Sprague Corp. v. Sprague, 855 F. Supp. 423, 431-32 (D. Me. 1994); Frederick v. Consolidated Waste Servs., 573 A.2d 387, 389-90 (Me. 1990);* 3 Herbert T. Tiffany, Tiffany Real Property 781 (3d ed. 1939 & Supp. 1991).

[157] See *LeMay v. Anderson, 397 A.2d at 989.*

[158] *Warren v. Blake, 54 Me. 276 (1866).* In wisdom that is particularly appropriate at the present time, when courts are apt to create new law, the court in Warren stated:

If we adopt any other rule than that of strict necessity, we open a door to doubt and uncertainty, to the disturbance and questioning of titles, and to controversies as to matters of fact, outside of the language or boundaries of the deed. If an estate, fully granted without exception or reservation, can be encumbered forever by an easement, or right of use by a third party, by the finding of a jury that such use would be highly convenient, or that it was exercised by a former owner, or was notorious, or any other ground short of strict necessity, the sanctity and security of titles by deeds, exact and precise in their terms, would be seriously shaken and impaired.

shows how an easement by necessity may exist long after it was created and still not be evidenced by any use across the grantor's remaining land (the servient property).

Figure 9

Insert Figure 9 here - Camera Copy

[cp85d,10]Parcel B is subdivided without providing an easement for Parcel B-2. The owner of Parcel B-2 trespasses upon Parcel A for a period of 10 years to access the closer public road. Despite the continued trespass, the failure of the owner of Parcel A to protest, and the lack of any physical use on Parcel B, there would likely be an implied easement by necessity across Parcel B. **[*241]**

D. Estoppel

The doctrine of estoppel applies "because a man's own act stoppeth up his mouth to allege or plead the truth." [203] Estoppel prevents a person from benefiting from her own injurious conduct, negligence, or misdeeds. [204] Certain circumstances must exist for the doctrine of estoppel to apply. [205] First, there must be an inducement by one party (misleading party) through acts, words, or silence amounting to fraud or impermissible negligence made toward another party (reliant party) to take some action or forebear from some act (inducement). [206] Second, the inducement must be reasonable to believe or accept under the circumstances. [207] In other words, the reliant party reasonably must believe the misleading person had both the knowledge and right to make the inducement. Third, the reliant party must rely upon the inducement in a manner **[*242]** that is both reasonable and foreseeable by the misleading party. In other words, the reliant party must rely upon the inducement in good faith. [208] Fourth, the inducement must provide some benefit to the reliant party that would be unconscionable or unfair to deny. [209] The intent to deceive is not required. [210] The doctrine also applies to heirs and assignees. [211]

E. Prescription

Id. at 289. See also *York v. Golder, 128 Me. 252, 254, 147 A. 41, 42 (1929); Watson v. French, 112 Me. 371, 375, 92 A. 290, 291-92 (1914).*

[159] See 3 Richard R. Powell, Powell on Real Property 411(2) (ed. 1985 & Supp. 1988); *Bowers v. Andrews 557 A.2d 606, 609 (Me. 1989).*

[160] In *Bowers v. Andrews, 557 A.2d 606,* the court said:

But the law must also respect the interest of the owner of the allegedly servient estate. An analysis based strictly on "reasonable reliance" is conclusory, begging the question of who would be acting reasonably: the party relying on historical physical conditions or the party relying on record title. "The vital question," as we have consistently recognized, "is, did the parties intend that the right now claimed … should be granted?"

Id. at 608.

[161] *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d 387, 389 (Me. 1990); Bowers v. Andrews, 557 A.2d 606, 608 (Me. 1989).*

[162] See *Bowers v. Andrews, 557 A.2d at 608.*

[163] See *Bartlett v. City of Bangor, 67 Me. 460 (1878).* The court there said:

When the owner of land within or near to a growing village or city divides it into streets and building lots, and makes a plan of the land thus divided, and then sells one or more of the lots, by reference to the plan, he thereby annexes to each lot sold a right of way in the streets, which neither he nor his successors in title can afterwards interrupt or destroy… Platting alone will have no such effect; but platting and selling will.

Id. at 464-65. See also *Sprague Corp. v. Sprague, 855 F. Supp. 423, 431-32 (D. Me. 1994).*

The doctrine of prescription allows both public and private easements to be created by long-term use. [212] Prescription raises a legal fiction that presumes a lost grant when there has been use beyond a lengthy time period. [213] Prescription is not a favored method of acquiring a right because the burden to show that a right to title has been created rests on the user. [214] The requirements to create an **[*243]** easement by prescription are similar to the requirements for obtaining fee title by adverse possession. [215] One major advantage of prescription (until recent legislation affecting adverse possession) [216] was that "adverse use under a claim of right" was presumed for prescriptionwhere the other elements had been met. [217] Furthermore, prescription and adverse possession differ in that prescription gives the user an easement without ousting the record owner from possession, while adverse possession removes the record owner from constructive possession. [218] Prescription may be used to create a public or private easement. [219] **[*244]**

Prescription requires: (1) continuous use; [220] (2) for at least twenty years (the statute of limitations); [221] (3) under a claim of right adverse to the owner, [222] either with (a) knowledge and acquiescence, [223] or (b) use so open, notorious, visible, and uninterrupted that knowledge and acquiescence will be presumed. [224] Acquiescence must be passive rather than active where permission is given. [225] Therefore, where permission has been given or rent has been paid to use the way, there can be no prescription without repu **[*245]** diating the permissive nature of the use. [226]

Furthermore, any act that refutes acquiescence will prevent prescription. [227] Deeds, notices, and words of repudiation all have been judged sufficient to dispel acquiescence and to prevent a prescriptive easement. [228] In some cases a family relationship between the owners of the servient and dominant estates has prevented a prescriptive easement. The courts have presumed at the outset that the close family relationship made permission, license, lease, or tenancy more probable than not. [229]

As a rule, the adverse use must be in the same location, without interruption. [230] It must amount to an invasion of the owner's interest, allowing an action for trespass. [231] Therefore, a prescriptive easement cannot arise where

---

[164] For lot owners to have an implied easement there must have been notice that the roads existed at the time of conveyance. Cf. *Sutherland v. Jackson, 32 Me. 80 (1850).*

[165] See title 23, 3031(3) (West 1992 & Supp. 1995-1996).

[166] See *Arnold v. Boulay, 147 Me. 116, 121, 83 A.2d 574, 577 (1951); Brown v. Dickey, 106 Me. 97, 101-02, 75 A. 382, 384 (1909).*

[167] See *Sutherland v. Jackson, 32 Me. 80,* where the court held:

[A] street is laid down on the plan adjoining the plaintiff's land, and the conveyance is according to the plan. The fair construction of the deed must be, that the proprietor intended the street for the use of the grantee, and those who might purchase land adjoining it. He exhibited to the purchaser the advantages attendant upon the grant, and not only sold him the land, but the land as it is described upon the plan, where there appears to be a street, in which it would not have been unreasonable for him to have understood, that he was to have an easement… [A] grant of land bounded on a street, the soil of which belonged to the grantor, though it did not convey the fee in the street by the terms of the grant, yet the grantee acquired a right of way in the street by implication or estoppel…

The fee of the street remains in the vendor, but subject to the easement, and the value of his fee is but nominal. The plaintiff must be considered as entitled to a right of way in the street delineated on the plan as adjoining his land.

Id. at 83-84 (citations omitted). See also *Callahan v. Ganneston Park Dev. Corp., 245 A.2d 274, 278-79 (Me. 1968).*

[168] See *Bartlett v. City of Bangor, 67 Me. 460, 467 (1878)* ("And where one sells building lots by reference to a plan, the purchasers obtain an interest in all the streets marked upon it, and the right to have them converted into public streets as soon as the public authorities can be induced to do so." (emphasis added)).

[169] See *Callahan v. Ganneston Park Dev. Corp., 245 A.2d at 278; Arnold v. Boulay, 147 Me. at 121-22, 83 A.2d at 577.*

the user has a statutory or common **[*246]** law right (for example, the right to cross uncultivated lands to access great ponds) [232] or there is an implied easement (for example, an easement by necessity).

Many public road easements are founded upon long continuous use by the public that presumes a grant. [233] To create a public easement, there must be general use by members of the public. [234] The generality rather than the frequency of the use is the important factor. [235] Maine also imposes an additional requirement that public recreation use in "wild and uncultivated lands" is presumed to be permissive. [236] To rebut the presumed permissive nature, an affirmative act that shows a hostile character is necessary to obtain a prescriptive easement in favor of the public. [237] Therefore a snowmobile trail across woodlands ordinarily would not be susceptible to a prescriptive easement.

Prescription may be defeated by showing that (1) the use started by permission; [238] (2) the use occurred on public property; or (3) proper notice was given in the statutory time period preventing a prescriptive easement. [239] The notice may be made by: (1) posting **[*247]** and recording; (2) simply recording in an unorganizedterritory; [240] or (3) service of process and/or posting and recording, which is effective against a particular person. [241]

Prescription provides relief and recognition not only for roads or access easements, but for any amenable use meeting the requirements of prescription. [242] However, prescription will not permit the user to obtain the right to sunlight and air which is known as the doctrine of "ancient lights." [243]

As a general rule, tacking of successive periods by different persons is allowed. [244] Tacking provides for continuity of use to meet the statutory period. Tacking adds successive periods of use by different persons when there is evidence of privity of title between the successive users. [245] Privity of title generally is shown by a deed from one user to the next successive user, family nexus that comports with the laws of intestacy, or a devise in a will.

---

[170] *Arnold v. Boulay, 147 Me. at 121-22, 83 A.2d at 577.* See also *Stillwell v. Foster, 80 Me. 333, 14 A. 731 (1888),* where the court held that prior case law asserts the following principle:

By a reference to the plan that becomes a part of the description and carries the right of way by an express grant, or as when bounded upon a way upon the grantor's land, it is such a representation of the existence of a way material to the value of the land, as to estop the grantor from denying its truth.

Id. at 344, 14A. at 732.

[171] Although Maine has not dealt with the issue, some states have held that if the first purchaser buys the lot when the streets have been accepted as public roads, there is no implied private easement. See, e.g., *Cohen v. Simpson Real Estate Corp., 123 A.2d 715, 717 (Pa. 1956).*

[172] See title 23, 3031(2) (West 1988).

[173] See *Young v. Braman, 105 Me. 494, 499, 75 A. 120, 121 (1909).* ("The [grantee's] rights … are … based upon … the description in her own deed and so much of that plan as is incorporated into and made a part of her deed.").

[174] *Bartlett v. City of Bangor, 67 Me. 460, 469 (1878)* ("If such is not the intention of the grantor, it is no hardship to require him to say so in his deed.").

[175] In *Callahan v. Ganneston Park Dev. Corp., 245 A.2d 274 (Me. 1968),* the court said:

We are satisfied that where one sells lots by reference to a plan showing streets and ways upon which the purchaser must rely for access to his property and indeed for the very value of the property purchased, an attempted reservation in the granting instrument which would empower the grantor later to nullify all the proposals for streets and ways shown on his plan contravenes public policy.

Id. at 278.

A remedy limited to the servient property [246] provides a means to address the title of a prescriptive easement. An expedited procedure to determine a prescriptive easement in abandoned ways was **[*248]** available under former title 14, section 6663 of the Maine Revised Statutes which was created and repealed in short order. [247]

F. Dedication

Dedication is the conveyance to the public through a gift or for a nominal sum, resulting in an appropriation by a public entity for public use. [248] Dedication may be in fee simple or in the form of an easement. For dedication to be effective: (1) the land upon which the use will lie must be owned by the person making the dedication; [249] (2) there must be an offer; and (3) there must be an acceptance. [250] Until the public accepts the offer, the dedication is inchoate or incipient. **[*249]**

Generally the offer must be unequivocal and clear. [251] Permissive use is not enough to show an offer. [252] Under Maine statutory law the offer of dedication: (1) must be made in writing, describing the property and location, and voluntarily transferring the right without claim for damage, [253] or (2) may be inferred by showing ways proposed on an approved subdivision plot plan filed in the appropriate registry of deeds. [254] An implied offer arising from a plan of subdivision requires that the developer show streets, roads, or other amenities, and sell at least one lot according to a plan recorded in the registry. [255] One act denying dedication often is sufficient to deny that there is an implied offer. [256] Implied offers can be prevented by express wording on the plan disavowing an intent to dedicate. The developer also can limit the time the offer may be accepted in order to clarify the title in the event the municipality fails to accept the incipient dedication within a reasonable time period. In certain cases where long use with attenuating conditions presupposes an offer of dedication, then both an offer and acceptance will be presumed. [257] This is known as dedication by custom. In the unorganized territory, public notice will suffice to prevent dedication by custom. [258] **[*250]**

The owner or offeror may not revoke her offer of dedication if one or more lots have been sold from a recorded plan. [259] To revoke the offer, no lot may have been sold and an amended subdivision plan must have been approved and recorded. [260]

---

[176] *Bangor House Proprietary v. Brown, 33 Me. 309, 314 (1851)* ("By a repurchase of that title, the former owner would be entitled to close up such way, as he would also by obtaining a release of the right of way.").

[177] See, e.g., *Bolduc v. Watson, 639 A.2d 629 (Me. 1994).*

[178] *Young v. Braman, 105 Me. 494, 497, 75 A. 120, 121 (1909).*

[179] Although the Law Court has not addressed the issue, it is conceivable that an implied easement may arise if the description calls for other amenities such as a swimming pool to be conveyed.

[180] *Warchalowski v. Brown, 417 A.2d 425, 428 (Me. 1980).*

[181] See *Frederick v. Consolidated Waste Servs., Inc., 573 A.2d 387, 389 (Me. 1990).*

[182] *Id. at 390 n.4* ("Such an easement … does not extend beyond the road or street abutting the grantor's land ....").

[183] See *Young v. Braman, 105 Me. 494, 498, 75 A. 120, 121 (1909):* " "The question is whether the thing intended as a boundary was in fact a way; if it was, it is immaterial whether it is called a way, or a street, avenue, lane, road, place or court.' " (quoting *Franklin Ins. Co. v. Cousens, 127 Mass. 258 (1879)).* The court in Young explained:

The following are illustrations of the variety of terms employed, all of which fall within the rule. "Contemplated passageway," "A forty foot way," "A Proprietor's way," "A way twenty feet wide," "To a driveway, thence easterly on said driveway." "The driveway to the Manor Inn" would seem to properly belong in the same class as the foregoing.

Id. (citations omitted).

[184] Id.

Acceptance must be shown by an affirmative vote or affirmative act recognized in the common law. [261] In some cases, reasonable use by the public for a period may be sufficient to show acceptance. [262] A conditional acceptance is not allowed.

G. Covenants

A covenant is a promise respecting the use of land. In some cases, covenants may give rise to easements - specifically negative easements. [263] A covenant is a servitude upon the land that is equivalent to a negative easement. [264] Where the promise results in an advan **[*251]** tage amounting to a right in one or more adjoining lots, it may be construed fairly to be an appurtenant easement in favor of the other lot(s). [265]

H. Statutes

Various Maine statutes have been enacted to create or recognize a variety of easements. Most of these statutes address roads and access. Many of these statutes are outlined below.

1. Private Way (Public Easement)

Private ways, now commonly referred to as public easements (versus private easement), may be created when: (1) municipal officers make petition on behalf of an occupant of land or owners who have cultivated land; [266] (2) the land is within the municipality; [267] (3) the road will connect with a town way or highway; [268] and (4) there is common convenience and public necessity. [269]

2. Easements Upon Discontinuance

Upon discontinuance of a town way or public road, a public easement remains unless expressly denied. [270] The public easement ordinarily [271] includes a utility easement. [272] Discontinuance of a public road does not involve the elimination of an easement so much as the reduction in the service provided by the public. Prior to September 3, 1965, a public easement did not remain in a town road unless it was specifically called for. [273] The

---

[185] Id. at 498-99, 75 A. at 121 (" "The deed is operative by estoppel to create the easement so far as the grantor's title will support it. Such a way is not a way of necessity and the right exists even if there be other ways either public or private leading to the land.' " (quoting *N.E. Structural Co. v. Everett Distilling Co., 189 Mass. 145, 152, 75 N.E. 85, 86 (1906))).*

[186] See *Doten v. Bartlett, 107 Me. 351, 78 A. 456 (1910).* In Doten the court said:

We can conceive of a case where the owner of the front lot would be willing to convey the rear lot provided there should be no right of way over the front lot and the grantee would be willing to take his chances of procuring an outlet over some other adjoining land. Under such circumstances the deed might convey the rear lot and distinctly recite that there was granted no right of way of necessity or otherwise over the front lot. There can be no doubt that in such a deed there would be no implied grant, and the grantee would acquire simply what he had purchased, the lot without the way.

Id. at 354-55, 78 A. at 458.

[187] See *Robinson v. Maine Cent. R.R., 623 A.2d 626, 627 (Me. 1993)* ("While, in *[Frederick v. Consolidated Waste Servs., 573 A.2d 387 (Me. 1990)],* we dealt with an implied easement that burdened the retained land, implied easements may also be found when the burden is on the conveyed land."). See also *York v. Golder, 129 Me. 300, 301, 151 A. 558, 558 (1930)* (holding that an easement over conveyed property, in the nature of a drain, may be created by implication in favor of the grantor of the servient estate).

[188] See *York v. Golder, 129 Me. at 301, 151 A. at 558* (quoting *York v. Golder, 128 Me. 252, 254-55, 147 A. 41, 42 (1929));* see also *Holmes v. Danforth, 83 Me. 139, 142, 21 A. 845, 846 (1891).*

[189] See *Bowers v. Andrews, 557 A.2d 606, 609 (Me. 1989)* ("Implied grants of easements are favored as compared with implied reservations ....").

discontinuance of a county road, however, before and after 1965, continued to be controlled by common law, which did not allow a public easement to remain unless specifically called for. After county roads reverted to town ways they fell under the provisions for discontinuance thereof. Title 23, **[*252]** section 3004 of the Maine Revised Statutes was amended to provide: " "The discontinuance of a town way shall be presumed to relegate the town way to the status of a private way unless the town meeting article shall specifically state otherwise.' " [274] Title 35 of the Maine Revised Statutes was amended by adding section 2347-A, which provides as follows:

In proceedings for the discontinuance of public ways, such public ways may be discontinued in whole or in part. The discontinuance of a town way shall be presumed to relegate the town way to the status of a private way unless the town meeting article shall specifically state otherwise. Unless an order discontinuing the same shall specifically otherwise provide, a utility may continue to maintain, repair, and replace its installations within the limits of such way for a period not exceeding 3 years from the date of discontinuance. [275]

3. Burial Grounds

Title 13, section 1142 of the Maine Revised Statutes codifies what undoubtedly would be an implied easement under the common law - the right to access a cemetery by the spouse, ancestors, and descendants of the deceased. [276] The person who appropriated, recorded, and marked a burying ground can create a right for any spouse, ancestor, or descendant to have access by a direct route from the public road to the burying ground during reasonable walking hours. [277] This right may be exercised provided: (1) the appropriated ground is less than one-quarter acre; (2) a description is recorded by the town clerk or appropriating party; (3) the bounds are marked or fenced; (4) the surrounding land is conveyed by the appropriating person or their heir; and (5) the conveyance causes the burying ground to be otherwise inaccessible. [278]

4. Condemnation or Conveyance

Condemnation is the "process by which property of a private owner is taken for public use, without his consent, but on the award and payment of just compensation ...." [279] Statutes provide that a public road may be created by

---

[190] See *LeMay v. Anderson, 397 A.2d 984, 987 (Me. 1979)* ("The traditional rules of construction favoring the grantee against the interests of the grantor when ambiguous language exists in the instrument of transfer necessitate … that ambiguities with respect to whether an easement was impliedly reserved be resolved in favor of the grantee.").

[191] The court in *Morrell v. Rice, 622 A.2d 1156 (Me. 1993),* stated:

"It is … important to consider whether [the easement] is claimed against a simultaneous conveyee. Where the claim is thus made, the implication is stronger than where the claim is made against the conveyor himself. It is reasonable to infer that a conveyor who has divided his land among simultaneous conveyees intends that very considerable privileges of use shall exist between them. Commonly, in such cases, the conveyance constitutes a family distribution, and, where this is true, the probability of a desire that existing conveniences shall continue to be operative is greater than the probability that a conveyor would desire them continued as against himself."

Id. at 1158 (quoting ***Restatement of Property 476*** cmt. f (1944)). The court further explained:

It is true that when alternative road access across the common grantor's land is available, the law will not imply an easement by necessity across the land of one of the grantees. Moreover, it is the burden of the landowner claiming an easement by necessity to demonstrate that an alternative land route was not available.

Id. at 1159 (citations omitted).

[192] Regarding a right of way by necessity, the court held in *Kingsley v. Gouldsborough Land Improvement Co., 86 Me. 279, 29 A. 1074 (1894):*

Implied grants of this character are looked upon with jealousy, construed with strictness, and are not favored except in cases of strict necessity, and not from mere convenience. The rule is now so well settled in this State that a reference to the decided cases where this question has been fully considered is all that is necessary.

condemnation if: (1) municipal officers or person(s) make petition; (2) proper notice is provided; (3) **[*253]** the proposed road is within the municipality; and (4) the road will connect with a town way or highway. [280] It should be noted that in the past, the failure to create a town way would not have barred the creation of a county way in the same location. [281] There were, however, limitations on the location of town ways. [282] For example, town ways could not be placed across navigable streams and tidal flats without legislative approval since such an act would block the public easement therein. [283] Voluntary purchase and conveyance of the easement is preferred, with condemnation used where agreement is not reached. Even though the municipality in the past took only an easement, compensation was to be provided unless a road already existed in the same location, in which case only nominal payment was made. [284] At the present time, title is taken in fee unless an easement is expressly stated. [285]

5. Intertidal Lands and Navigable Bodies of Water

The public has the right to use intertidal lands and navigable bodies of water for fishing, fowling, and navigation. [286] As a general **[*254]** rule, the public has an easement in all navigable bodies of water. The easement for the above stated purposes begins in freshwater bodies at the normal high-water mark on one side and extends to the normal high-water mark on the other side. [287] In tidal water, the easement extends from the normal high tide out to sea. [288]

6. Blanket Utility Easements

Statutes generally give utility companies blanket easements in all municipal roads with certain caveats. [289] Caveats include complying with certain codes, maintenance, repair, etc. [290]

7. Conservation Easements

Id. at 280, 29 A. at 1074.

193 *Dolliff v. Boston & Me. R.R., 68 Me. 173, 176-77 (1878).*

194 The court in *Ouellette v. Bolduc, 440 A.2d 1042 (Me. 1982)* stated:

Easements will not be implied in the construction of deeds, or contracts for the purchase and sale of lands, unless the easement be one of strict necessity. Mere convenience, however great, will not suffice. And the test of necessity is whether the party claiming the easement can at reasonable cost on his own estate create a substitute.

Id. at 1046. See also *Littlefield v. Hubbard, 124 Me. 299, 302, 128 A. 285, 287 (1925)* ("It is distinctly stated as the rule of law in this State that a way of necessity must be one of strict necessity and not one of mere convenience.") (citing *Whitehouse v. Cummings, 83 Me. 91, 98, 21 A. 743, 745 (1890)); Trask v. Patterson, 29 Me. 499, 503 (1849)* ("No implication of a grant of a right of way can arise from proof, that the land granted could not be conveniently occupied without it. Its foundation rests in a necessity for it, not in convenience.").

195 See supra note 175.

196 *Dolliff v. Boston & Me. R.R., 68 Me. at 173.*

197 The tendency against granting implied easements was discussed in *Dolliff v. Boston & Me. R.R., 68 Me. 173,* where the court held:

Implied grants are not to be favored. They should not be held to exist except in cases of clear necessity. If it is intended that an easement shall pass as one of the appurtenances of an estate, it is very easy to have this intention expressed in the deed. If the deed is silent upon the subject, it is no more than fair to the grantor to presume that he did not so intend; and to overcome this presumption, to require of the party claiming the easement clear proof that it is necessary to the beneficial enjoyment of the estate conveyed to him.

Id. at 176-77.

A conservation easement is an easement in gross for the benefit of the government, nonprofit corporation, or charitable trust that imposes limitations or affirmative obligations for several purposes, including: (1) protecting or retaining natural, scenic, or open space values on real property; (2) assuring that land is available for agricultural, forest, recreational, or open space use; (3) protecting natural resources; or (4) maintaining and enhancing air and water quality of real property. [291] A conservation easement is a favored easement and is valid even though the easement: (1) is not appurtenant; (2) has been assigned to another holder; (3) is not recognized at common law; (4) is a negative burden; (5) requires affirmative obligations upon owner of burdened property; (6) does not benefit, touch, or concern real property; (7) has no privity of estate or of contract; or (8) does not run to successors or assigns. [292] **[*255]**

8. Scenic Easements

The public has the right to acquire or accept scenic easements in order to restrict development and preserve aesthetics. [293] The term of such easements must be for a ten-year period or more to be eligible for the benefit of "current use" property taxation. [294]

9. Constructive Easements

As of October 1, 1975, owners of all structures upon submerged and intertidal lands shall be deemed to have been granted a constructive easement for a term of thirty years on the submerged land directly underlying the structure. [295] Beginning on January 1, 1991, and ending on December 31, 1995, Maine undertook a registration program for all structures granted constructive easements. [296] Constructive easements shall be subject to administrative and registration fees. [297]

---

[198] See *Ouellette v. Bolduc, 440 A.2d 1042, 1046 (Me. 1982);* ("The test … is whether the party claiming the easement can at reasonable cost on his own estate create a substitute."); *Flood v. Earle, 145 Me. 24, 27, 71 A.2d 55, 57 (1950); York v. Golder, 128 Me. 252, 255, 147 A. 41, 42 (1929).* See also *Dolliff v. Boston & Me. R.R., 68 Me. 173 (1878).*

[199] *Doten v. Bartlett, 107 Me. 351, 355-56, 78 A. 456, 459 (1910).*

[200] *Bowers v. Andrews, 557 A.2d 606, 609 (Me. 1989)* ("The creation of an easement by necessity, exemplified by the case of a "landlocked' lot conveyed out of a larger parcel, does not depend on any preexisting quasi easement, or even on the intent of the grantor."); *LeMay v. Anderson, 397 A.2d 984, 988 n.3, 989 (Me. 1979)* ("An easement may also be impliedly created without a pre-existing use when access to the property conveyed requires trespass. Such an implied easement is referred to as a way of necessity… A way by necessity, however, is not premised upon a pre-existing use or quasi-easement but upon a presumption that the parties intended the owner of the dominant estate to have a way to his property without trespassing.").

[201] The legislature, however, has put a time period on paper streets. See title 23, 3031 (West 1992 & Supp. 1995-1996).

[202] See *Bangor House v. Brown, 33 Me. 309 (1851),* where the court held:

He does not by the conveyance of a lot bounded on such a way hold out any intimation to the purchaser, that he is entitled to the use of a highway to be kept in repair, not at his own, but at the public expense, for the common use of all. While he does by an implied covenant assure to him the use of such designated way in the condition in which it may be found, or made at his own expense.

Id. at 314.

[203] *Martin v. Maine Cent. R.R., 83 Me. 100, 104, 21 A. 740, 741 (1890).*

[204] The court in Martin said:

"Equitable estoppel, in the modern sense, arises from the "conduct' of a party, using that word in its broadest meaning, as including his spoken or written words, his positive acts, and his silence or negative omission to do anything." Legal estoppels exclude evidence of the truth and the equity of the particular case to support a strict rule of law on grounds of public policy. Equitable estoppels are admitted on exactly the opposite ground of promoting the equity and justice of the individual case by

10. Solar Easements

Solar easements provide a right to direct sunlight by imposing a negative easement on the servient property. A negative easement prevents the owners of the servient estate from performing acts that they ordinarily would have the right to do. This differs from an affirmative easement which allows the owners of the dominant estate the right to enter upon the servient estate. A solar easement is appurtenant to the property meant to benefit from the solar access. The easement is an interest in real property that may be acquired and transferred. A solar easement must comply with certain requirements to take effect. [298] For example, it "must be created in writing." [299] It also must "be recorded and indexed in the same way as other conveyances of real property interests." [300] The instrument creating the easement may include "[a] definite and certain description of the space affected by the easement [and] any terms or conditions, or both, under which the solar easement is granted or will be terminated." [301] The easement may use or contain a map showing the properties and the area affected by the easement. [302] Contrary to the common law, when there is an inconsistency between the **[*256]** written easement and the map, the written easement shall control in the interpretation of solar easement boundaries. [303]

11. Access to Great Ponds

Under the Maine common law and its statutory codification, a person may cross the lands of another person to gain access to a great pond. [304] Certain restrictions apply when exercising use of the easement. [305] For example, the person using the easement must be on foot. [306] Therefore, driving across the easement is not allowed. In addition, the person cannot use the easement to cross improved land. [307] Furthermore, land of a water company or a water district cannot be crossed if the pond is used as a source for public water. [308] The concern that people will be denied access to great ponds is so great that the legislature has enacted penalties for anyone that denies or prevents access. [309]

12. Navigable Water

---

preventing a party from asserting his rights under a general technical rule of law, when he has so conducted himself that it would be contrary to equity and good conscience for him to allege and prove the truth.

Id. at 104, 21 A. at 741 (citation omitted).

[205] Applying Maine law in the federal case of *Sprague Corp. v. Sprague, 855 F. Supp. 423 (D. Me. 1994),* the federal court said:

Other jurisdictions that have recognized the theory of easement by estoppel put forward by Plaintiffs have required a showing (1) of a representation communicated to the promisee; (2) that the representation was believed; and (3) that there was reliance upon such communication. Reliance can be shown by an expenditure on the easement.

Id. at 434 (citing *Exxon Corp. v. Schutzmaier, 537 S.W.2d 282 (Tex. Civ. App. 1976)).* See also *Bathport Bldg., Inc. v. Berry, 490 A.2d 663 (Me. 1985); Webber v. Barker Lumber Co., 121 Me. 259, 116 A. 586 (1922),* where the court stated:

The general rule of law in regard to equitable estoppel … is that "a party will be concluded from denying his own acts or admissions, which were expressly designed to influence the conduct of another, and did so influence it, and when such denial will operate to the injury of another… In all the cases where an estoppel has been held to exist, it is believed that it will appear, upon examination, that there was some evidence tending to show that the party estopped had some knowledge of the rights, interests, or intentions of the other party, or of his relations to the thing to which his declarations or acts related, or that he had some intention of misleading the other party into some action that might be prejudicial to him."

Id. at 269-70, 116 A. at 590 (quoting *Piper v. Gilmore, 49 Me. 149, 153 (1861)* (citation omitted)).

[206] *Martin v. Maine Cent. R.R., 83 Me. at 104, 21 A. at 741.*

[207] Id.

[208] See, e.g., *Woods v. Libby, 635 A.2d 960 (Me. 1993); Martin v. Maine Cent. R.R., 83 Me. at 104, 21 A. at 741-42.*

[209] In its discussion of the interpretation of an instrument, the court in *Davis v. Callahan, 78 Me. 313, 5 A. 73 (1886)* said:

It has long been recognized in Maine that the public enjoys rights in certain natural waters within and surrounding the state. These waters include all water influenced by the ebb and flow of the tide, [310] great ponds, [311] and navigable rivers. [312] As such, there is a **[*257]** public easement extending from the normal high-water line out toward the water. [313]

13. Drainage

Maine recognizes that downstream owners maintain a limited easement in natural water courses. [314] In effect, the upstream owner cannot stop or divert a water course to the injury of a downstream owner. [315] A downstream owner may prevent an unlawful or unreasonable diminution or diversion of the natural flow. [316]

I. Problems Creating or Conveying Easements

Oftentimes the grantor inadvertently creates or conveys an easement in such a manner that the easement is unintentionally limited or denied in what otherwise would appear to be a valid grant.

1. Grants by the Dominant Estate

In some cases, the dominant estate ineffectively attempts to extend the use of an appurtenant easement to other persons or property. For example, an easement cannot be granted by the dominant estate to benefit non-appurtenant parcels. The extension of the easement to other persons or property requires the permission of the servient estate.

2. Rule Against Perpetuities

The Rule Against Perpetuities states that an interest is not valid unless it must vest, if at all, not later than twenty-one years after some life in being at the creation of the interest. While Maine has modified the common law Rule Against Perpetuities by adopting a "wait and see" modification, it has not eliminated the rule. [317] The **[*258]** rule

---

No person can avoid his own deed by which an estate has passed, by reason of his own hand and his own seal in executing it… "It is based on the great principle of right that a man shall not be permitted to contradict what he has solemnly affirmed under his hand and seal; nor shall he deny any act done or statement made when he cannot do so without a fraud on his part and injury to others."

Id. at 320, 5 A. at 76-77 (quoting *Foster v. Dwinel, 49 Me. 44, 48 (1861)* (citing 1 Henry M. Herman, Law of Estoppel and Res Judicata 212 (1886); *Sinclair v. Jackson, 8 Cow. 586 (1826)).*

210 *Martin v. Maine Cent. R.R., 83 Me. at 105, 21 A. at 742* ("It is not necessary that the original conduct creating the estoppel should be characterized by an actual intention to mislead and deceive.").

211 The court in *Davis v. Callahan, 78 Me. 313, 5 A. 73,* discussed the applicability of estoppel and stated:

Estoppels are not only binding upon parties, but upon privies, privies in blood, as the heir; privies in estate, as the feoffee, lessee, etc.; privies in law, as those upon whom the law casts the estate. They are not binding upon strangers, nor upon those claiming by title paramount to the deed or instrument creating the estoppel.

Id. at 320-21, 5 A. at 77 (citations omitted).

212 *Rowell v. Inhabitants of Montville, 4 Me. 270 (1826).*

213 In *Inhabitants of Pittsfield v. Cianchette, 279 A.2d 527 (Me. 1971),* the court held:

When there has been a continuous and uninterrupted invasion of the rights of another in land for the requisite period, the law presumes the invasion was in accordance with a grant from the owner. The presumption can only arise when the enjoyment of the right has been inconsistent with or contrary to the interests of the owner and is of such a nature that it is difficult or impossible to account for it except on the presumption of a grant from him.

applies to easements as well as fee simple title. [318] Simply stated, if the servient estate, the appurtenant property, or the dominant party cannot be identified with certainty at the time the easement is created, the easement is in danger of running afoul of the Rule Against Perpetuities because it has not "vested." People often violate the rule by conveying property and then attempting to reserve the right to create or extend an easement to other, as yet undetermined, property.

3. No Title Interests

In some cases, a third party attempts to grant rights in an easement he does not have. At first impression this action would seem to amount to intentional fraud. This situation, however, is not uncommon in the sequential and often haphazard development of a tract of land. [319] The figures depict that a landowner will often sell off lots from a larger tract over a span of many years. The chance of a problem often is increased by the use of different surveyors or attorneys over the same time span. Where a grantor has sold a lot, creating an appurtenant easement over the grantor's remaining lands for the lot sold, and afterwards sells all or part of the land encompassing the existing appurtenant easement, the grantor is powerless to extend the existing easement to other lots because the grantor has conveyed all of his remaining interest in the easement's "underlying" title (servient estate). **[*259]**

Figure 10

Insert Figure 10 here - Camera Copy

[cp85d,10]The c. 1975 figure shows the out-conveyance of a lot with appurtenant easement. The c. 1981 figure shows a sale of a second lot. The important point to note in regard to the c. 1981 figure is that the grantor has conveyed all her title rights underlying the easement. The c. 1985 figure shows an attempt to extend the easement

---

Id. at 529. See also *Burnham v. Burnham, 132 Me. 113, 115, 167 A. 693 (1933); State v. Wilson, 42 Me. 9, 25-26 (1856).* ("Long occupation and enjoyment, unexplained, will raise a presumption of a grant ....").

[214] *Inhabitants of Pittsfield v. Cianchette, 279 A.2d at 529.*

[215] Adverse possession gives title to a trespasser where there has been actual, open, notorious, hostile, and continuous possession for the statutory period. See *Glover v. Graham, 459 A.2d 1080, 1084 n.9 (Me. 1983)* ("The requirements for the creation of a prescriptive easement are similar to the elements required in adverse possession."). But see *Town of Manchester v. Augusta Country Club, 477 A.2d 1124, 1130 (Me. 1984)* ("Acquiescence by the owner to the use is essential, and, in this regard, the acquisition of an easement by prescription differs from the acquisition of title by adverse possession.").

[216] A recent legislative enactment changed the presumption regarding intent by stating:

If a person takes possession of land by mistake as to the location of the true boundary line and possession of the land in dispute is open and notorious, under claim of right, and continuous for the statutory period, the hostile nature of the claim is established and no further evidence of the knowledge or intention of the person in possession is required.

Title 14, 810-A (West Supp. 1995-1996).

[217] *Blackmer v. Williams, 437 A.2d 858, 862 (Me. 1981)* (" "Where there has been unmolested, open and continuous use of a way for twenty years or more, with the knowledge and acquiescence of the owner of the servient estate, the use will be presumed to have been adverse and under a claim of right ....' ") (alteration in original) (quoting *Jacobs v. Boomer, 267 A. 2d 376, 378 (Me. 1978)* (quoting *Burnham v. Burnham, 130 Me. 409, 409, 156 A. 823, 823 (1931))).*

[218] Distinguishing between adverse possession and prescription, the court in *Dartnell v. Bidwell, 115 Me. 227, 98 A. 743 (1916)* stated:

The distinction between the creation of an easement by adverse use and the gaining of a title to land by adverse possession is not always borne in mind… "The creation of a prescriptive easement logically differs from the acquisition of a title to real estate by adverse possession. In the former the possession continues in the owner of the servient estate, and the prescriptive right arises out of adverse use. In the latter, the owner is ousted from possession, and the right or title arises out of adverse possession; and nothing short of making entry, or legal action, will break the continuity of possession."

and increase the burden upon lot 2, the servient estate. The attempt to convey an easement across lot two for the benefit of lot three would not be effective since the grantor has no title rights remaining within the confines of lot 2.

4. Inadequate Description

An easement by reservation should be described using a metes and bounds description, reference to a plat, or some other means that conveys a specific location and width. Failure to adequately describe the easement does not provide actual notice to subsequent owners of the servient estate and will prevent recognition of an easement over their land. [320]

5. Stranger to the Deed

In some cases attempts have been made to reserve an easement in favor of a person not a party to the transaction. These reservations generally are void because the party is a stranger to the deed. [321] **[*260]** There

---

Id. at 230, 98 A. at 745 (quoting *Rollins v. Blackden, 112 Me. 459, 465, 92 A. 521, 525 (1914)).*

[219] *Town of Manchester v. Augusta Country Club, 477 A.2d 1124, 1128 (Me. 1984)* ("The doctrine that the public-at-large is capable of acquiring a non-possessory interest in land has long been accepted in Maine."); *Comber v. Inhabitants of Dennistown, 398 A.2d 376 (Me. 1979); MacKenna v. Inhabitants of Searsmont, 349 A.2d 760, 762 (Me. 1976)* ("A town way may be created by prescription in the same manner as a public way.").

[220] Continuous use is to use the easement at the pleasure of the person making claim and not, as sometimes supposed, all the time. Cf. *Gutcheon v. Becton, 585 A.2d 818, 821-22 (Me. 1991); Glover v. Graham, 459 A.2d at 1084-85.*

[221] The appropriate statute governing prescriptive easements is the following: "No person, class of persons or the public shall acquire a right-of-way or other easement through, in, upon or over the land of another by the adverse use and enjoyment

are two situations where this problem frequently arises. The first situation occurs when a person sells his remaining road frontage and attempts to give an easement to neighbors, or to parcels previously sold at the same time, in the same deed. For example, consider the following language: "Provided, however, there shall be reserved for my son and daughter-in-law an easement extending through the parcel herein conveyed to my son's lot to use as they require."

The second situation often encountered concerns easements that extend to the borders of a subdivision with the express or implied purpose of providing access to the adjoining lands. Unless the easement is accepted as a public road, the use of the easement cannot ordinarily be extended into the adjoining lands by implication.

Figure 11

Insert Figure 11 here - Camera Copy

[cp85d,10]A partial plan where the developer has shown access from the development to the adjoining lands. If the access does not become a public road, the depiction of the access is ordinarily ineffective as a private easement for the neighboring property without a deed to the neighbor conveying an easement during the time the developer still has title in the streets and cul-de-sac.

To prevent these problems from arising, the grantor can convey the easement to the appropriate parties prior to the grantor's conveyance of the fee simple title in the servient estate, or the grantor can retain the fee simple title in the road, allowing the grantor to increase the burden on her title at a later time. **[*261]**

---

thereof, unless it is continued uninterruptedly for 20 years." Title 14, 812 (West 1980). See also, *Gutcheon v. Becton, 585 A.2d 818; Kornbluth v. Kalur, 577 A.2d 1194 (Me. 1990).*

222 In *Jewett v. Hussey, 70 Me. 433 (1879)* the court said:

[The] question is, whether an easement can be acquired by a possession or enjoyment that has its origin and continuance in parol license or consent. We think it can. So a person may, by gift or sale, dispose of an easement by parol, and the donee or vendee obtain a prescription thereby after the lapse of sufficient time. It must appear that the privilege was not used under a letting, or license, or in any way in subordination to the title of the legal owner. The distinction is, whether I grant you a right over or upon my property to use as your own or as my own - as an enjoyment and privilege belonging to you or as belonging to me. The grantee or donee must accept and enjoy the use of the premises as his own, and because he claims it to be his own, and because the grantor sold or gave it to him to be his own as a perpetual thing… The use of land originating in permission will not prevent it becoming a right by prescription, if continued long enough, if the permission was of a "perpetual or unlimited character."

Id. at 435-56 (quoting *Arbuckle v. Ward, 29 Vt. 43, 44 (1856)).* See also *Ashley v. Ashley, 70 Mass. (4 Gray) 197 (1855); Ripley v. Bates, 110 Mass. 161 (1872).*

223 *Davis v. Mitchell, 628 A.2d 657, 660 (Me. 1993); Maine Coast Heritage Trust v. Brouillard, 606 A.2d 198, 200 (Me. 1992); Blackmer v. Williams, 437 A.2d 858, 861-62 (Me. 1981)* ("An essential element to the creation of a prescriptive easement is that the use by the party asserting the prescriptive right must be under a claim of right adverse to the owner, with the owner's knowledge and acquiescence.").

224 See *Gutcheon v. Becton, 585 A.2d at 818; Kornbluth v. Kalur, 577 A.2d at 1195; Comber v. Inhabitants of Dennistown, 398 A.2d 376, 378 (Me. 1979)* ("A prescriptive easement is created only by a continuous use for at least twenty years under a claim of right adverse to the owner, with his knowledge and acquiescence, or by a use so open, notorious, visible and uninterrupted that knowledge and acquiescence will be presumed.") (quoting *Dartnell v. Bidwell, 115 Me. 227, 230, 98 A. 743, 744 (1916)).* See also *Sprague Corp. v. Sprague, 855 F. Supp. 423, 431 (D. Me. 1994); Wood v. Kelley, 30 Me. 47 (1849)* (uninterrupted and adverse use for twenty years).

225 In *Pace v. Carter, 390 A.2d 505 (Me. 1978)* the court noted:

The owner's acquiescence in an adverse use is essential in Maine to the establishment of a prescriptive easement. "Acquiescence" has been judicially defined as passive assent or submission to the use, as distinguished from the granting of a

Courts are reluctant to recognize transactions involving a stranger to the deed for three reasons. First, the stranger to the deed conveyance does not allow for acceptance of the instrument by the would-be dominant estate. While it is rare that a person would not welcome the benefits of an easement, unexpected taxes, potential litigation, environmental concerns, and other potential liability could prevent a face-to-face transfer. A second, more pervasive reason, is that the dominant estate is not afforded the opportunity to bargain and reach agreement with the grantor over such important matters as the location, width, extent of use, allowable use, and so on. It is not surprising that many easements running afoul of the stranger to the deed doctrine are vague and subject to various interpretations. The third reason why the courts are reluctant to recognize the stranger to the deed doctrine is founded upon the fact that the transaction will not appear in the chain of title to the appurtenant parcel and consequently will fail to provide notice to a bona-fide purchaser that the land benefits from an easement. As a result of these deficiencies, transactions involving a stranger to the deed potentially give rise to litigation. [322]

V. Extinguishment

Easements may be extinguished by various methods. The methods may be categorized as follows: release, condition, nonuse, abandonment, merger of title, termination of necessity, foreclosure, destruction, death of a party, and statutory.

A. Release

A release is a grant or conveyance from the dominant owners to the servient owners releasing the dominant owners' rights in the easement. [323] To be effective each of the dominant cotenants must be a party to the release.

B. Condition or Event

Although parties may provide in writing for an easement to extinguish upon a certain condition or event, [324] unfortunately, this procedure rarely is used. Nevertheless, some foresighted scriveners do put in easements one or

---

license or permission given with the intention that the licensee's use may continue only as long as the owner continues to consent to it.

Id. at 507 (citations omitted). See also *Jacobs v. Boomer, 267 A.2d 376, 378 (Me. 1970)* ("Acquiescence, the Court said, means passive assent such as consent by silence and does not encompass acquiescence in the active sense such as when a use is acquiesced in by means of the positive grant of a license or permission."); *Dartnell v. Bidwell, 115 Me. 227, 230, 980 A. 743, 745 (1916)* ("Acquiescence is used in its ordinary sense. It does not mean license or permission in the active sense. It means passiveassent, or submission. It means quiescence. It is consent by silence.").

[226] See *Pace v. Carter, 390 A.2d 505 (Me. 1978); Jacobs v. Boomer, 267 A.2d 376, 380 (Me. 1970)* ("Where in its origin a use is shown to be by license or permission of the owner of the servient tenement, such as where rent is paid for its use, the element of adverse user disappears and no prescriptive rights can arise therefrom."). However, the Pace court also noted that a parol grant of an easement that is not recognized as valid under the Statute of Frauds may provide a valid foundation for a prescriptive easement:

A parol grant may manifest an intention on the part of the would-be grantor that the grantee is to enter the property under a claim of right based on the supposed grant, rather than pursuant to the grantor's permission or license. Likewise the grantee's use of the land pursuant to a parol grant may manifest a claim of right hostile to the grantor's full ownership of all rights in the property. For purposes of proving a prescriptive easement, evidence of an unenforceable parol grant of an easement tends to show the landowner's acquiescence in the use that the grantee makes of the land within the terms of the grant.

Id. at 507.

[227] *Dartnell v. Bidwell, 115 Me. 227, 231, 98 A. 743, 745 (1916).*

[228] Id. See also *Noyes v. Levine, 130 Me. 151, 152, 154 A. 78, 79 (1931)* (stating that "absence of acquiescence on the part of the latter may be evidenced by verbal protest alone").

more conditions for termination. Some conditions that often are written into easements are improper uses of the easement, time period, specific date, nonuse for a specific period, failure to perform a specific act (for example, improve road, **[*262]** close gate, or erect a bridge), obsolescence of specific technology, and so on. The following is an example of a condition clause:

If this easement is not used within a five-year period, the easement shall be extinguished and all outstanding rights and interest shall revert to the servient estate.

1. Paper Streets [325]

Ordinarily public and private rights in streets terminate upon either the failure to accept the offer of dedication in twenty years, the failure to construct a way for the exercise of private rights within twenty years, or the period stated in the plan. [326] Paper streets that existed prior to September 29, 1987, will be deemed vacated on the later of September 29, 1997, or fifteen years after the recording of the plan. [327]

2. Vacation

A municipality may vacate public and private rights in paper streets within a subdivision. [328] For vacation to be effective, the municipal officers themselves, or upon a petition by persons claiming a property interest in the paper street must provide notice of the proposed vacation to the lot owners. [329] However, revocation of paper streets shown on an approved subdivision plan, in which no lots have been sold, may be done by the municipality. [330] Thereafter, a decision will be made and an order of vacation entered if appropriate. [331]

C. Nonuse

Under the common law, an easement cannot be extinguished by nonuse, regardless of how long the nonuse continues. [332] In fact, the easement may never be used and still may survive. [333]

---

[229] See, e.g., *Weinberg v. Shafler, 414 N.Y.S.2d 61 (N.Y. App. Div. 1979); Burns v. Plachecki, 223 N.W.2d 133 (Minn. 1974); Cope v. Cope, 493 P.2d 336 (Mont. 1971).*

[230] *O'Connor v. Beale, 62 A.2d 870, 873, 143 Me. 387, 392 (1948)* ("In order … that the enjoyment of an easement in another's land may be conclusive of the right, it must have been … uninterrupted; and the burden of proving this is on the party claiming the easement.") (quoting 2 Greenleaf on Evidence 539).

[231] *Kennebunk Water Dist. v. Maine Turnpike Auth., 84 A.2d 433, 437, 147 Me. 149, 155 (1951)* (stating that "[a] prescriptive right cannot be acquired against one whose right is not invaded and who cannot bring an action for the invasion thereof.").

[232] See title 17, 3860 (West 1964).

[233] *Smith v. Dickson, 225 A.2d 631, 635-36 (Me. 1967)* ("Evidence to prove a highway often consists in showing that the public have used and enjoyed the road; and the uninterrupted use of it, for a considerable space of time, affords a strong presumption of a grant.") (quoting *Beardslee v. French, 7 Conn. 125).*

[234] *Inhabitants of Town of Kennebunkport v. Forrester, 391 A.2d 831, 833 n.2 (Me. 1978)* ("There is respected authority for the proposition that in order to create a public easement … the adverse use must be general and not limited to a few specific individuals.").

[235] Id. ("The test of a public use is not the frequency of the use, or the number using the way, but its use by people who are not separable from the public generally.").

[236] *Town of Manchester v. Augusta Country Club, 477 A.2d 1124, 1130 (Me. 1984).*

"A person who acquires title by deed to an easement appurtenant to land has the same right of property therein as he has in **[*263]** the land, and it is no more necessary that he should make use of it to maintain his title than it is that he should actually occupy or cultivate the land. Hence his title is not affected by non-user, and, unless there is shown against him some adverse possession or loss of title in some of the ways recognized by law, he may rely on the existence of his property with full assurance that, when occasion arises for its use and enjoyment, he will find his rights therein absolute and unimpaired." [334]

There are two exceptions to this common law rule that easements cannot be extinguished by nonuse. One exception, known as common law abandonment, applies to public road easements. Under the common law, a public road easement was considered abandoned when a public way, originally created by use, was not kept passable at the expense of the public for a period of twenty years or more. [335] Common law abandonment also may be presumed within a few years of the municipality's discontinuance of maintenance on the old road as a result of the construction of a new replacement road. [336]

The second exception to the common law rule that easements cannot be extinguished by nonuse applies to private easements which are treated differently than public road easements. [337] With respect to private easements, the exception to the common law oc **[*264]** curs in two situations. The first is where the dominant owner has agreed with the servient ownerto move the location of the way and thereafter does not use the earlier location and does not protest the servient owner's complete dominion over the former location. The surrender of the former easement is presumed to have provided consideration for the agreement in the new location. [338]

The second situation where the exception to the common law will occur involves prescriptive easements. Continued use of property under certain circumstances will create a prescriptive easement in favor of the user. The

---

[237] Id. ("Maine stands with the minority, however, with regard to creation of public recreation easements by prescription in wild and uncultivated land, applying the rule that such open and continuous use raises a rebuttable presumption that the use was permissive."). See also *Inhabitants of Town of Kennebunkport v. Forrester, 391 A.2d 831, 833 (Me. 1978)* ("In a consistent line of cases this court has declined to hold that the mere use by the general public of wild and uncultivated land as a route for hauling seaweed, for hunting, or for mere pleasure or recreation, is sufficient to show the adverse user essential to create a prescriptive easement."). Cf. *Benner v. Sherman, 371 A.2d 420 (Me. 1977)* (application of prescriptive easement doctrine to roads).

[238] *Blackmer v. Williams, 437 A.2d 858, 862 (Me. 1981)* ("Permissive use by one individual does not in and of itself prevent any other user from establishing an independent or individual claim of right.") (citing *Thompson v. Bowes, 115 Me. 6, 9, 97 A. 1, 2 (1916)).*

[239] See title 14, 812 (West 1964). However, the statute does not appear to prevent a prescriptive easement once all the elements have been met and then, at some later time, the notice is provided.

[240] In unorganized townships the notice expires after ten years so successive recording is necessary. Title 14, 812-B (West 1964). If one recording is sufficient to break the chain, would a recording every twenty years suffice?

[241] Title 14, 812 (West 1964).

[242] *Hill v. Lord, 48 Me. 83, 89-90 (1861).*

[243] See *O'Neill v. Brown, 609 N.E.2d 835, 839 (Ill. App. Ct. 1993);* see also *Loose-Wiles Biscuit Co. v. Deering Village Corp., 48 A.2d 715, 142 Me. 121 (1946).*

In England a covenant for quiet enjoyment is not construed as reaching property lying outside the demised premises and is interpreted with reference to such premises as they existed when the lease was executed. These decisions have particular force because of the common law principle of English law relative to prescriptive rights in light and air… The New York court … expressly declared that the English common law on the point was not applicable under the changed conditions prevailing in this country.

Id. at 128, 48 A.2d at 718 (citations omitted). See also *Pierre v. Fernald, 26 Me. 436, 442 (1847).*

use with attending conditions, though generally unmarketable, constitutes a form of title in favor of the user. The prescriptive easement is said to be inchoate awaiting perfection through recognition by the dominant tenement's owner who must seek a deed or judgment. Until recognition occurs, the title is supported by continued use that constitutes notice to subsequent purchasers of the servient tenement. The recognition of a prescriptive easement and the requirements of notice are difficult burdens to carry. Consequently, the former user or her heirs and assigns sometimes will stop adverse use. Under the common law, if a former user, now a nonuser, has acquired an inchoate right and afterwards fails to use or perfect the right (constructive possession), the former user will be presumed to have abandoned the right. [339] Abandonment of a prescriptive public way or private easement arises when there has been an unexplained cessation of use (nonuse) for twenty **[*265]** years. [340] Where all evidence of the former use has disappeared so that a purchaser takes title without notice of adverse rights, a recognition of a prescriptive easement would be unjust. It is presumed that the former right has been extinguished in favor of some other adverse right, or, where no such adverse right appears, that the former has been surrendered, or that it never existed. [341]

D. Abandonment

An easement is abandoned when it is relinquished or given up without a delivery of a deed. [342] While in limited cases nonuse may presume abandonment, nonuse alone ordinarily is insufficient to constitute abandonment. [343] In Maine abandonment generally requires affirmative acts. [344]

It has been stated that the only way in which an easement can be extinguished by the act of the parties interested is by release, actual or presumed; that abandonment will not have that effect unless a release can be presumed from that and the surrounding circumstances; that when an easement is spoken of as having been lost by abandonment, it is intended that the circumstances are such that a release can be presumed. [345]

---

[244] In *Blackmer v. Williams, 437 A.2d 858 (Me. 1981)* the court held:

To establish an easement by prescription, a party must prove that the elements of prescriptive use have continued for a period of at least twenty years. The general rule of law is that successive periods of use may be added or "tacked' together in order to satisfy the prescriptive period when privity exists between the users… Maine law recognizes the use of tacking as a method to meet the twenty-year requirement of prescriptive use.

Id. at 860 (citations omitted). See also title 14, 812 (West 1964).

[245] *Gutcheon v. Becton, 585 A.2d 818, 822 (Me. 1991)* ("Continuity of use may result from the "tacking' of successive periods of use when there is evidence of privity of title between successive users."). See also *Kornbluth v. Kalur, 577 A.2d 1194 (Me. 1990).*

[246] See title 14, 6652 (West 1980).

[247] The short-lived statute dealt with claims of prescriptive easements over abandoned ways as follows:

2. Expedited procedure. An owner of landlocked property claiming a prescriptive easement over an abandoned way under this chapter may initiate a proceeding under this section. Except as otherwise provided in this subsection, if the owner of landlocked property claiming a prescriptive easement initiates a proceeding under this section, the expedited procedures of this section must be completed before a party to the action may bring further action under other applicable provisions of this chapter. The parties to the proceeding initiated under this section may agree to forego completion of the action under this section. Any other claims by the parties regarding access to the landlocked property are not diminished by the operation of this section but actions to enforce those claims are stayed until a proceeding under this section is complete.

P.L. 1993, ch. 677, 1 (repealed 1995).

[248] *Town of Manchester v. Augusta Country Club, 477 A.2d 1124, 1129 (Me. 1984)* ("Dedication is an appropriation of land to some public use, made by the owner ...."); *Comber v. Inhabitants of Plantation of Dennistown, 398 A.2d 376, 378 (Me. 1979)* ("We have previously defined "dedication' as the "intentional appropriation of land by the owner to some proper public use,

Extinguishment by abandonment requires intentional acts (or failure to act in some cases) on the part of the owner of the right-of-way that are decisive and conclusive, indicating a clear intent to stop **[*266]** using the easement for its intended purpose. [346] In the alternative, the act or acts may be carried out by the owner of the servient tenement for the statutory period, adverse to the dominant owner's interest. [347] This alternative, sometimes referred to as reverse prescription, also would require that the servient owner not give to the adverse user valid notice denying extinguishment of the easement [348] and would not apply to wild lands (unimproved lands). [349] Ordinarily, the adverse act would have to be maintained for the statutory period. However, the Law Court has recognized a shorter period when the improvements were permanent or substantial and coupled with conditions suggesting laches or estoppel. [350]

As can be seen, mere nonuse of an easement would not be sufficient to extinguish a private easement by abandonment. [351] Furthermore, the acts must be unequivocal and amount to clear and convincing evidence that the use is being abandoned permanently. [352] The fact that the easement is no longer necessary or is no longer required for its intended purpose is not sufficient cause to show abandonment. [353] It also is irrelevant that the easement has never been exercised, as in the case of paper streets shown on a **[*267]** subdivision plan, [354] or has only been exercised in part, such as a cul-de-sac. [355] Where the servient owner erects permanent structures or barriers across the easement, abandonment by the dominant owner will be deemed to exist. [356] Any actions by the servient or dominant owner which prevent the dominant owner from permanently exercising the easement will be sufficient to constitute abandonment. [357]

In the past, the removal of railroad tracks and the cessation of railroad service was enough to constitute abandonment. However, legislation by the U.S. Congress known as "Rails to Trails," has attempted to set up a legal fiction [358] to prevent the abandonment and reversion of railroad corridors and allow the use of the former railroad corridors for public recreation activities. [359] Some federal district courts have declared the law unconstitutional while others have upheld it. [360] It has not been reviewed by the United States Supreme Court. The question of abandonment has no relevance to track corridors owned in fee simple. Maine also has a law that gives the **[*268]** Maine Department of Transportation first opportunity to purchase rail lines intended for discontinuance. [361]

---

reserving to himself no rights therein inconsistent with the full exercise and enjoyment of such use.' "). In *Vachon v. Inhabitants of Town of Lisbon, 295 A.2d 255 (Me. 1972),* the court said:

Dedication is an appropriation of land to some public use, made by the owner, and accepted for such use by or on behalf of the public. There must be a clear intent to so dedicate. Mere acquiescence by the owner in occasional and varying use by the public is not sufficient to establish dedication.

Id. at 259. See also *Baker v. Petrin, 148 Me. 473, 479, 95 A.2d 806, 810 (1953).*

[249] Op. Me. Atty Gen. 80-113.

[250] In *Town of Manchester v. Augusta Country Club, 477 A.2d 1124 (Me. 1984),* the court stated:

To prove dedication, two conditions must be shown: that the land in question was "dedicated" by the grantor for a public purpose; that the public "accepted" the dedication by some affirmative act. … Acts and circumstances may rebut evidence that may indicate the owner's intention, such as … treating the land as his own, … maintaining a fence, etc.

Id. at 1129. In addition, the court wrote:

The "affirmative act" required for acceptance has not been expressly defined, but this Court has intimated " "that actual enjoyment by the public of the use for such a length of time that the public accommodation and private rights would be materially affected by a denial or interruption of the enjoyment' " may be sufficient.

Id. (quoting *Northport Wesleyan Grove Campmeeting Ass'n. v. Andrews, 104 Me. 342, 347, 71 A. 1027, 1029 (1908)).*

[251] *White v. Bradley, 66 Me. 254, 259 (1876).* See also *Vachon v. Inhabitants of Town of Lisbon, 295 A.2d at 259-60* ("The intention must be unequivocally and satisfactorily shown. Acts and circumstances may rebut evidence that may indicate the owner's intention, such as location, value, local conditions, treating the land as his own, leasing, maintaining a fence, etc.").

E. Merger of Title (Unity of Title)

When the servient and dominant estates combine or come together, the easement will cease. [362] Where the easement had been used adversely, the prescriptive period is suspended. [363] However, the title of the dominant estate and servient estate must be co-extensive, equal in validity, quality, and all other circumstances. [364] For example, a lease on one and title to the other, or a mortgage on one and unencumbered title to the other, will suspend the easement but not extinguish it. [365] In another example, ownership of the dominant estate and a half interest in the servient estate will not result in unity of title. Once the easement has been extinguished, a subsequent separation ordinarily will not revive the easement except by implication. [366]

F. Termination of Necessity

In the case of easements created by necessity, circumstances or conditions that subsequently arise that remove the necessity will ex **[*269]** tinguish the easement. [367] However, since necessity is not a condition for quasi easements, subsequent circumstances removing the necessity do not necessarily extinguish other forms of implied easements, such as quasi easements. [368]

G. Foreclosure

In the event an easement is obtained subsequent to a mortgage but prior to foreclosure, the easement will be extinguished for those taking title under the mortgagee. Maine recently has enacted an exception to the common law rule in regard to utilities and their easements when the utilities were not notified or made a party to the foreclosure proceedings. [369] As a result, the mortgagee now is required to provide notice to the utility company

---

[252] *Wooster v. Fiske, 115 Me. 161, 164, 98 A. 378, 379 (1916)* ("Dedication exists only when so intended by the party, and permissible use does not prove it.").

[253] For Maine's statutory treatment of dedication and acceptance, see title 23, 3025 (West 1992).

[254] Id. 3025, 3031 (dealing with common law and incipient dedication). See also *Town of Manchester v. Augusta Country Club, 477 A.2d at 1129* ("There must be a clear intent to so dedicate. Mere acquiescence by the owner in occasional and varying use by the public is not sufficient to establish dedication."). But cf. *Baker v. Petrin, 148 Me. 473, 480, 95 A.2d 806, 810 (1953)* ("The defendants say the word "Common' on the plan is evidence of the intent of the owner in 1882 to dedicate this land to the general public. That is of course true, but it is only evidence.").

[255] *Bartlett v. City of Bangor, 67 Me. 460, 464-65 (1878).*

[256] *White v. Bradley, 66 Me. 254, 260 (1876)* ("Of this animus dedicandi, the user [sic] by the public is evidence, and no more; and a single act of interruption by the owner is of much more weight upon a question of intention, than many acts of enjoyment.").

[257] *Cole v. Sprowl, 35 Me. 161, 170 (1852).*

[258] See title 14, 812-A (West 1964) for codification of notice to prevent dedication or use by custom in the unorganized territory (Land Use Regulatory Commission Area).

[259] See title 23, 3027(2) (West 1992).

[260] Id.

[261] The Law Court has said:

One obvious way to accept dedicated land, of course, is by an appropriate article in a warrant for a town meeting affirmatively acted on. Without expressly defining the required procedures therefor, our Court has left no doubt that some affirmative act by a municipality in acceptance of a grant for street purposes is required. The act must be, of course, indicative of acceptance; i.e., of agreeing to the terms of the dedication … [so] that the actual enjoyment by the public of the use for such a length of time that the

before she can convey the mortgaged property free and clear of easements that the mortgagor may have created subsequent to the mortgage.

H. Destruction

An easement may be extinguished by the frustration of its purpose [370] or the destruction of the servient or dominant tenement. [371] When nothing remains upon which the easement can operate, the easement is extinguished. [372] Note, however, that extinguishment by destruction requires complete destruction and not just a setback or difficulty in using the easement. [373]

I. Death of the Party

In the case of easements in gross, the death of the dominant party ordinarily will extinguish the easement. [374] This common law rule **[*270]** was modified in the last century in regard to corporations such as utilities and railroads where the corporations had merged, combined, or been acquired by another similarly situated entity. [375]

J. Statutes

Extinguishment by statute mostly applies to public road easements. The common forms are the following:

1. Discontinuance

In Maine, discontinuance refers to extinguishing all or some of the public rights by proclamation and procedure. For discontinuance to be effective the following requirements must be met: (1) the road must be an interest held for highway purposes, a town way, or public easement; (2) notice must be given; and (3) an order of discontinuance must be filed specifying: (a) location; (b) names of abutting property owners; and (c) amount of damages. [376] Consider the following example of an order of discontinuance:

---

public accommodation and private rights would be materially affected by a denial or interruption of the enjoyment would be an adequate acceptance of a dedication.

Vachon v. Inhabitants of Town of Lisbon, 295 A.2d 255, 260 (Me. 1972) (citations omitted). See also *Baker v. Petrin, 148 Me. 473, 479-80, 95 A.2d 806, 810 (1953).*

[262] Town of Manchester v. Augusta Country Club, 477A.2d 1124, 1128-29 (Me. 1984).

[263] It should be noted that not all covenants are easements.

[264] In *Chapman v. Sheridan-Wyoming Coal Co., Inc., 338 U.S. 621 (1950),* the Supreme Court stated:

When a right "consists in restraining the owner from doing that with, and upon, his property which, but for the grant or covenant, he might lawfully have done," it is an easement, sometimes called a negative easement, or an amenity. "An equitable restriction," which prevents development of property by building on it, has been said to be "an easement, or servitude in the nature of an easement," a "right in the nature of an easement," and an "interest in a contractual stipulation which is made for their common benefit." Such "equitable restrictions" are real estate, part and parcel of the land to which they are attached and pass by conveyance. A contractual restriction which limits the use one may make of his own lands in favor of another and his lands is "sometimes called a negative easement, which is the right in the owner of the dominant tenement to restrict the owner of the servient tenement in the exercise of general and natural rights of property." It is an interest in lands which can pass only by deed and is in every legal sense an incumbrance.

Id. at 626-27 (citations omitted). See also, *Meredith v. Washoe County School District, 435 P.2d 750 (Nev. 1968).*

[265] See *Chapman v. Sheridan-Wyoming Coal Co., Inc., 338 U.S. at 626; Meredith v. Washoe County School District, 435 P.2d at 752.*

[266] See title 23, 3022 (West 1992 & Supp. 1995-1996) (providing that municipal officers may alter or widen town ways).

Pursuant to *23 M.R.S.A. 3026*, having given best practicable notice to all abutting property owners and to the Hampden Planning Office, it is hereby ordered by the Hampden Town Council that the public easement commonly referred to as the Cox Road, as depicted on Exhibit A, be and hereby is discontinued for highway purposes. Meaning and intending to discontinue that public easement, formerly known as a private way, established by the passage of Article 8 at a town meeting held on December 2, 1964. It is further ordered that no damages are to be paid to any abutter. A copy of this Order of Discontinuance shall be filed with and maintained by the Town Clerk. Town of Hampden Minutes (Sept. 8, 1992).

Unless otherwise stated in the order, a public easement will be retained. [377] Therefore, the discontinuance of a town way does not **[*271]** automatically terminate all public rights in the easement or allow the former road bed to be ignored or obstructed. An order of discontinuance might not involve the elimination of the easement, but might involve only the reduction in the service provided by the public. The municipality may opt to remove the public easement, allowing a reversion to the status before the public road easement was imposed.

The presumption of a public easement (formerly called a "private way") remaining in town roads arises from amendments taking effect on September 3, 1965. Prior to that time there was no presumption of the existence of an easement, and all public rights were discontinued unless expressly stated otherwise. [378] County roads that were discontinued had no such presumption until after July 29, 1976, when they became town roads and were thereafter discontinued. [379]

The discontinuance of public roads where a public easement was not provided often leaves property landlocked. In such situations the law recognizes the deprivation of the landlocked owner's property rights, thus mandating just compensation. [380] In other cases, when a public easement does remain, the property is not landlocked, however, there may be substantial burdens imposed on the landowner. [381] **[*272]**

2. Abandonment

---

[267] Id.

[268] Id.

[269] The Law Court in *Brown v. Warchalowski, 471 A.2d 1026 (Me. 1984)* held that "to avoid a constitutional violation, the establishment of any road or way [by the government] … must be for a public use and its requirement must be in response to public exigencies." *Id. at 1029.*

[270] See title 23, 3026 (West 1992) (providing procedures for the discontinuance of town ways).

[271] Between 1965 and 1977, discontinuance left a public easement but not a utility easement. The language in title 23, 3026 (West 1992) allowing an easement for public utility facilities to remain was added in 1977.

[272] See title 35-A, 2308 (West 1988) (providing that upon discontinuance of a public way, an easement for public utility remains unless the discontinuance order specifically provides otherwise).

[273] *Warchalowski v. Brown, 417 A.2d at 428.*

[274] P.L. 1965, ch. 270, 1 (effective September 3, 1965), repealed by P.L. 1975, ch. 711, 7 (effective July 29, 1976).

[275] P.L. 1965, ch. 270, 2 (effective September 3, 1965), repealed by P.L. 1987, ch. 141, A, 5 (effective July 1, 1987) (subject matter recodified at tit. 35-A, 2308 (West 1988)).

[276] See title 13, 1142 (West Supp. 1995-1996) (providing "an easement for the benefit of [family members] of any person interred in the burying ground").

[277] Id.

[278] Id.

[279] Black's Law Dictionary 364 (4th ed. 1951).

Under the common law, abandonment of public roads occurred (1) with the creation of a new road and nonuse of a former road or (2) after nonuse of the public road for a twenty-year period of time. [382] While statutes have expanded the common law, common law abandonment still remains relevant in certain cases. [383] According to statutory language, for abandonmentto be effective the road must be a town or county way not kept passable for the use of motor vehicles at the expense of the municipality or county for a period of thirty years or more. [384]

There are several considerations in applying the statute that relates to abandonment of roads. First, section 3028 refers to prima facie evidence. This reference creates a rebuttable presumption, not a fait accompli. Second, the statute raises the possibility that a public easement may remain, since the statute provides that a "way that has been abandoned under this section shall be relegated to the same status as it would have had after a discontinuance pursuant to section 3026." [385] This assumes a public easement for town roads discontinued after September 3, 1965. [386] In determining the effective time of abandonment, the Law Court has held that abandonment takes effect at the end of the thirty-year period and not at the beginning. [387] Third, the statute provides that "at all times [a way's status is] subject to an affirmative vote … making that way an easement for recreational use." [388] Fourth, this statute does not appear **[*273]** to apply to state roads or state aid roads. Nor does the statute raise a presumption that a public easement remains after September 3, 1965, in regard to county roads unless they were abandoned after being recognized as town roads under authority of P.L. 1975, ch. 711. [389]

Subsequent additions to this statute make assertions of municipal officers on the status of a town way or public easement "binding on all persons." [390] These assertions may be subject to reversal by the court. [391]

---

[280] Under both the present statutory provisions, and their predecessors (which were in effect until 1975), the municipality can only accept a town way by following prescribed statutory procedures and recording the same in the Registry of Deeds. Title 23, 3021-3035 (West 1992 & Supp. 1995-1996). See title 23, 3001-3003 (West 1965), repealed by P.L. 1975, ch. 711, 7 (effective July 29, 1976). See also *State v. Beck, 389 A.2d 844, 847 (Me. 1978)* (providing three methods for establishing a public way).

[281] *Waterford v. County Commissioners of Oxford County, 59 Me. 450, 452-53 (1871).*

[282] In *Chase v. Cochran, 102 Me. 431, 67 A. 320 (1907),* the court stated:

"We do not believe there is any authority given by the statute to appropriate the shores or flats of a navigable river to the use of the inhabitants of a town in the form of a way or road. It cannot be wanted for any of the common purposes of a road, and cannot be constructed so as to be used as such without interrupting more or less the public right of passage up and down the river. The whole river included within the high water mark on each side is a public highway…

A public highway cannot be laid out across a navigable stream, except by a license from the legislature. Why? Because it will destroy an existing highway, the river itself, in which all the citizens have an interest. A town, then, cannot lay a way on the shore between high and low water mark, for though it may not entirely, it will essentially impair the public right."

Id. at 435, 67 A. at 321 (quoting *Kean v. Stetson, 22 Mass. (5 Pick.) 492, 494-95 (1827)).*

In both discontinuance and abandonment it is important to emphasize that not all public rights may be extinguished. In some cases, discontinuance or abandonment simply may indicate that the character or intensity of public use has changed without an actual denial of the public use, and the public easement remains. Also, if the public road originally was created on a private easement, such as a road shown on a plan of subdivision, the private easement will remain.

3. Statute of Limitation or Conditional Period

In some cases statutes do not extinguish an easement; rather, the statute extinguishes the right to create or claim an easement. Incipient or inchoate dedication (an offer made but not yet accepted) may be nullified or void if an easement (a paper street) is: (1) laid out on a plan; (2) not accepted in a reasonable manner (in the case of a public road) or not constructed or utilized (in the case of a private road); (3) within twenty years from the date of recording of the plan or shorter time set on the face of the plan by the developer, municipal reviewing authority, or person recording the plan. [392] Before enactment of title 23, section 3031(1) of the Maine Revised Statutes (effective September 29, 1987), the time period within which a dedicated road could be accepted was limited to a "reasonable" period of time. [393] In some states, a person does not acquire a private right unless the person acquires title to the lot from the developer prior to the acceptance of the road as a public road. The law as applied in Maine seems to imply that the person acquires a private easement regardless of the status of the road at the time of the original conveyance. **[*274]**

4. Vacation By Petition

Whereas public rights arise by the passage of time in title 23, section 3031(1), section 3027 allows for vacation of paper streets at any time. The street must be an unaccepted town way (in other words, the subject of inchoate or incipient dedication) that is proposed and described in a recorded subdivision plan where lots have been soldwith reference to the plan. Under these conditions, the municipal officers or any person claiming a property interest in the proposed way can petition to vacate the paper streets in whole or in part. [394] Section 3027 is unclear whether

---

[283] See *Blaisdell v. Inhabitants of the Town of York, 110 Me. 500, 501, 87 A. 361, 363 (1913)* ("The first step towards the laying out and construction of this way and bridge was … [to petition] the Legislature for the passage of a special act authorizing the construction of a highway and bridge … Such an act was necessary ....").

[284] See *Boober v. Towne, 127 Me. 332, 334-35, 143 A. 176, 177 (1928)* (determining just compensation for landowners).

[285] Title 23, 3023 (West 1992).

[286] Title 12, 573 (West 1994). Note that (1)(B) of this section speaks of the public's right to use intertidal land for recreation. This right, however, has been found not to exist in instances where private landowners have not been compensated. *Bell v. Town of Wells, 557 A.2d 168, 176-78 (Me. 1989).* For a detailed explanation of the public right to use intertidal land for recreation, see *Brown v. Chadbourne, 31 Me. 9 (1849).* See also *Montgomery v. Reed, 69 Me. 510, 515 (1879)* (holding flats are subject to a public easement until they are occupied).

[287] See *Flood v. Earle, 145 Me. 24, 28, 71 A.2d 55, 57 (1950)* (stating that the state holds ponds, which exceed 10 acres in size, and the soil beneath them in trust for the public); but see *Stevens v. King, 76 Me. 197, 198-99 (1884)* (stating that, in the absence of a clearly expressed intention to the contrary, lands bound by fresh bodies of water are presumed to extend to the low-water mark); *Wood v. Kelley, 30 Me. 47, 55 (1849)* (stating there is a presumption that land bounded by a natural pond, after it has been for a long time enlarged by artificial means, has its boundary at the low-water mark).

[288] *Bell v. Town of Wells, 557 A.2d at 173.*

[289] See title 35-A, 2301-2311 (West 1988 & Supp. 1995-1996) (providing regulations and protections for utility facilities in the public way).

[290] See, e.g., title 35-A, 2305 (West Supp. 1995-1996).

[291] Title 33, 476 (West 1988).

the purpose of its enactment was to remove both the incipient dedication and the private rights or to remove only the incipient dedication. However, section 3031 would appear to indicate that the intent of the statutes is not to affect private rights, even if a municipality could do so. [395] Furthermore, it appears that the mere declaration of acceptance will suffice only for a period limited to fifteen years unless the road is actually constructed or an extension to the ten-year time period is filed. [396]

5. Vacation Upon Condition

The vacation of paper streets may be implied where a proposed, unaccepted way or portion of a proposed, unaccepted way lies in a subdivision recorded prior to the effective date of title 23, section 3032 of the Maine Revised Statutes without having been used or constructed as a highway and without having been accepted either within ten years after the effective date of section 3032 or fifteen years from recording. [397] It does not appear that this statute applies to any roads in subdivisions laid out subsequent to the effective date of section 3032. These roads would fall under sections 3027 and 3027-A. Furthermore, by the wording of this statute, it does not seem to apply to unrecorded plans.

6. Revocation of Dedication

In the case of incipient or inchoate dedication, the offer of dedication can be withdrawn under certain conditions. A dedication of property or interest offered to the municipality may be revoked if: (1) the dedication arises by a recorded subdivision plot plan; (2) no lot has been sold with reference to the plan; and (3) an amended subdivision plan has been approved by the municipal subdivision review authority and recorded in the appropriate registry of deeds. [398] **[*275]**

7. Adverse Use

---

[292] Id. 479.

[293] Title 36, 1111 (West 1990).

[294] Id. "Current use" property taxation means that the land which is the subject of the scenic easement would be taxed to its owner based on the actual value of its current use, rather than its potential future value.

[295] Title 12, 558-A(6) (West 1994).

[296] Id.

[297] Id. See also id. 558-A(3) (providing fee amounts).

[298] See title 33, 1401 (West 1988).

[299] Id.

[300] Id.

[301] Id. 1402(1)(A), (B).

[302] Id. 1402(2).

[303] Id.

[304] Title 17, 3860 (West 1983).

[305] See id.

[306] Id.

[307] Id. This rule was adopted by ordinance in Massachusetts, " "For great ponds lying in common, though within the bounds of some town, it shall be free for any man to fish and fowl there, and may pass and repass on foot through any man's propriety [sic] for that end, so they trespass not upon any man's corn or meadow.' " *Conant v. Jordan, 107 Me. 227, 230, 77 A. 938, 939 (1910)*

Title to public roads may be obtained by private individuals against the government by adverse use - in effect, extinguishing the public rights for the portion adversely held. [399] Private improvements within a public easement (or any public area) may be maintained despite the public easement as long as the improvements have existed for more than forty years and the public right or public title has existed for more than forty years. [400] If improvements were located continuously within a proposed, unaccepted way laid out on a subdivision plan recorded in the registry of deeds, where lots have been sold according to the plan, then only twenty years is required. [401] Under the common law, once all the elements of adverse possession have been met the inception of title relates back to the date of first entry, suggesting that the date of entry, not the date when the claim was perfected, establishes the relevant date.

K. Rights and Title Upon Conveyancing or Termination

The rights and title upon a conveyance are always determined in the first instance by referring to the operative document. [402] A conveyance of land abutting a public road is assumed to convey all of the grantor's interest in the portion of the public road which abuts the land. [403] Furthermore, all rights, easements, privileges, and ap **[*276]** purtenances belonging to the dominant estate shall be included unless the document states otherwise. [404] Prior to 1975 an instrument may have been prepared reserving title and rights in the grantor. The instrument must: (1) include an accurate description of the road or way; (2) include the names of persons claiming title; (3) show a reference to the operative conveyance that a claim is made; and (4) be filed in the county registry where the road is located. [405]

VI. Locating Easements

In many cases easements must be identified at the site and located. [406] In locating real property burdened by easements, a practitioner must perform four major tasks. The practitioner must gather information on the easement,

---

(quoting Colonial Ordinance of 1641-47). Although the Massachusetts ordinance did not apply to Maine, it was "declared to be a part of the common law of the State." Id.

[308] Title 17, 3860 (West 1983).

[309] See id.

[310] See title 1, 2-3 (West 1989).

[311] *Conant v. Jordan, 107 Me. at 230, 77 A. at 939.*

[312] In *Woodman v. Pitman, 79 Me. 456, 10 A. 321 (1887),* the court stated:

The test of the floatability of a stream was held to be, whether fit for valuable floatage and useful to important public interests … In order to make a stream navigable, "there must be some commerce and navigation upon it which is essentially valuable." Navigators must endure inconveniences for the greater general good. … [One justice] said, "But in order to have this character it must be navigable to some purpose useful to trade or agriculture." … This language is applied to the capacity of the stream rather than to its uses.

Id. at 462-63, 10 A. at 324-25 (quoting *Wethersfield v. Humphrey 20 Conn. 217; Rowe v. Granite Bridge Co., 21 Pick. 344, 347)* (citations omitted).

[313] See Knud E. Hermansen & Donald R. Richards, Maine Principles of Ownership Along Water Bodies, *47 Me. L. Rev. 35, 45 (1995).*

[314] In *Card v. Nickerson, 150 Me. 89, 104 A.2d 427 (1954),* the court stated:

determine the location of the easement, determine the boundaries of the easement, and determine the fee simple title boundaries (if any) along or within the easement. Each of these tasks can present formidable and often seemingly insurmountable obstacles.

A. Easement Information

The first task and often the most difficult task is to gather information from appropriate records. [407] Gathering information is necessary to determine: (1) the quality of title (for example, fee simple, easement, license); (2) the category of the easement (public or private, appurtenant or in-gross); (3) how the easement was created (grant, eminent domain, dedication); 4) the current status of the easement (for example, discontinued, private way); (5) the former, **[*277]** present, and proper location for the easement; [408] (6) width of the easement; and (7) the proper use for the easement.

The practitioner should find and use the original record whenever possible. The language used in the deed and description for the first conveyances out of the grantor is critical to fix accurately the necessary information. [409] Later conveyances often alter the language that was first used in the original description of the conveyance. For example, words such as "by," "along," or "with" often are used in the present deed descriptions to describe the parcel boundary along a public road easement. [410] However, the language in many of the original conveyances used words such as along the "easterly limit," "southerly side," or "edge." [411] Later alterations in the description may reduce the limits of the title but cannot ordinarily enlarge the title in contradiction to the intent of the original language. [412] The subsequent owner can convey no better title than he obtained from his grantor. Hence, the language used in the present deeds may be misleading.

There is a public or natural right in and to a water course which belongs to all persons whose lands are benefited by it, and it cannot be stopped up, or diverted, to the injury of other proprietors. To constitute a water course as defined by the law, it must appear that the water in it usually flows in a particular direction by a regular channel having a bed with banks and sides, and usually discharging itself into some other body or stream of water. It must have a well defined and substantial existence but need not flow continuously or never be dry.

Id. at 91, 104 A.2d at 429.

315 *Johnson v. Whitten, 384 A.2d 698, 701 (Me. 1978).*

316 *Mullen v. Penobscot Log-Driving Co., 90 Me. 555, 568, 38 A. 557, 560-61 (1897).* This is especially true where the water is required as a necessity such as for drinking. See, e.g., *City of Auburn v. Union Water Power Co., 90 Me. 576, 586, 38 A. 561, 565 (1897).*

317 See title 33, 101-106 (West 1988).

318 Id. 101.

319 In *Dorman v. Bates Mfg. Co., 82 Me. 438, 19 A. 915 (1890),* the court cited approvingly a Massachusetts case:

Where the owner of land lays out a way through it, with lots on each side, and then conveys one of these lots with a right of way over the whole of it, and then conveys another lot together with the fee of the street in front of it, and then conveys a third lot bounding it on the same street opposite to the two lots before sold, the purchaser of the third lot gets no right of way in that

Gathering information on easements is often a tedious and time consuming task. The difficulty involved with gathering information often lies in locating the records themselves and the easement information from within the records. The difficulties and ambiguities often arise because many easements, such as public road easements, were created long ago. The operative records are found only in the earliest documents and in places not ordinarily examined by researchers. For example, the existing town roads may predate the existing town, requiring the practitioner to travel to a neighboring town office which was the historical predecessor of the current town. The researcher often arrives at the town office to discover the clerk has no idea where road records are kept or where the ancient town records are located. In many towns, unfortunately, the records, considered old and useless, were thrown away. Where the appropriate records are found, the records often have fallen into disuse and disarray: pages are missing, ink smudged or faded, indices sparse or non-existent, pages brittle to the touch, and maps referred to "for more complete descriptions" lost or misplaced. Should the appro **[*278]** priate records be located, the easement more often than not is difficult to identify. Often the only identification for an easement is something as brief as "a road leading from the bay pike at Brown's Farm to Jorden's Mill." A trip to the courthouse to find county road records can be just as frustrating.

Private easement records, while concentrated in the registry of deeds, are not without difficulties. Often the deeds or plats evidencing their creation were recorded long ago. Their recording entry is oftenbeyond the period encompassed within a title search or search for boundary information. Even though the discovery of the easement is unlikely without in-depth research, the easement's existence and those rights exercised by others remain intact. Conceivably, the necessary research may involve a search through the chain of title from the present time to the time the original proprietors obtained title from the sovereign. [413]

---

portion of the street, the fee of which had been conveyed to the second purchaser; and for the reason that his grantor was then powerless to place such an additional burden upon it; and the third purchaser could claim no rights under the deed to the first, because to that deed he was a stranger.

Id. at 448-49, 19 A. at 916 (citing *Oliver v. Pitman, 98 Mass. 46).*

320 Title 33, 201-A(2) (West 1988).

321 *Tripp v. Huff, 606 A.2d 792, 793 (Me. 1992)* ("Under our existing case law … an easement [to a stranger] conveys no property rights … We are unpersuaded that there is any compelling reason to depart from this well settled rule and thus decline to do so.") (citation omitted); see also *Town of Manchester v. Augusta Country Club, 477 A.2d 1124, 1130-31 (Me. 1984)* ("A mere reservation in favor of one not a party to the deed cannot create any right in interest not previously existing."); *Dorman v. Bates Mfg. Co., 82 Me. 438, 19 A. 915.* In Dorman the court stated:

The whole extent of the doctrine in this class of cases is that, if land be conveyed as bounded on a street, and the grantor at the time of the conveyance owns the land over which the supposed street passes, he and his successors in title will be estopped to deny to the grantee and his successors in title the use of it as a street. But each one claiming the benefit of such an estoppel must rest his claim on his own-title deed, and not on the deed of another, through which he has not derived his title.

Id. at 449, 19 A. at 916.

322 Repudiation of the stranger to the deed doctrine has been successful in some jurisdictions based upon the theory of estoppel.

323 See, e.g., *Chapman v. Sheridan-Wyoming Coal Co., 338 U.S. 621 (1950).*

324 See, e.g., title 23, 3031 (West 1992 & Supp. 1995-1996).

325 For an explanation of paper streets, see supra text section entitled "Range-ways & Range-roads."

326 Id.

327 Id. 3032. It is unclear whether the deemed vacation vacates private rights as well as public rights in paper streets.

328 Id. 3027. Under title 23, 3031 the vacation procedure appears to include private rights.

The problem often is compounded by the failure of prior researchers to search titles forward and inadequate citation of the specific easement in later deeds, thereby not providing reasonable notice in the records. Consequently, the specific easement information is not always carried forward and evidenced in the present deeds; rather, parties sometimes must rely only on general notice clauses. An example of the typical language used in a deed to apprise the buyer of the possible existence of easements is: "together with all right, title, and appurtenances pertaining thereto."

Despite the apparent lack of notice in the present deeds, appurtenant easements, once created, ordinarily pass with the appurtenant property without mention in the present deeds or the requisite of necessity. [414] **[*279]**

In addition to the record information, the practitioner should gather information at the records site to: (1) determine if easements could exist that are not evident from the available records (prescriptive and implied easements); (2) indicate whether the use may have moved outside the easement or unreasonably increased over the years; (3) determine the original location and use; and (4) determine the existing location and use.

The possible existence of an implied easement presents special research needs. To discover an implied easement a researcher must examine the conditions at the site, determine the historical sequence of conveyancing, and analyze the wording in the operative records. To determine if an implied easement does or does not burden the property, a researcher must research the title to the adjoining property. Because of the burdens of time and cost, researchers rarely investigate the adjoining title in a title search. Because all implied easements arise at the time of subdivision, it is important for the researcher to pay particular attention to the conditions at the time of the original subdivision and the deeds and other documents coming from a common grantor. [415] The practitioner should scrutinize both the site conditions and the operative documents.

Researchers often will discover many problems after an analysis of the information. In some cases the practitioner will be unable to solve the problem for lack of reliable information. In other cases the problem falls outside the scope of reasonable practice or agreed services. In still other cases the client is unwilling or unable to provide the

---

[329] Id. 3027.

[330] Id. 3037(2).

[331] Id.

[332] See, e.g., *Phillips v. Gregg, 628 A.2d 151 (Me. 1993); Canadian Nat'l Ry. v. Sprague, 609 A.2d. 1175 (Me. 1992); Witt v. McKenna, 600 A.2d 105 (Me. 1991).*

[333] See *Adams v. Hodgkins, 109 Me. 361, 367, 84 A. 530, 532 (1912)* ("It has been held that a way, created by the necessity for its use, cannot be extinguished so long as the necessity exists.").

[334] *Id. at 366, 84 A. at 532* (quoting *Welsh v. Taylor, 31 N.E. 896, 899 (1892)).*

[335] *Lamb v. Town of New Sharon, 606 A.2d 1042 (Me. 1992).*

[336] Id. The Lamb court specifically noted:

Under the doctrine of abandonment, a presumption of a public intent to abandon a road may be raised by evidence of nonuse for twenty years or more, intentional and voluntary desertion of a road, or acquiescence, even for a few years, in the discontinuance of an old road combined with use of a new road.

Id. at 1046. Similarly, in *Piper v. Voorhees, 130 Me. 305, 155 A. 556 (1931),* the court said:

The laying out of a new road near an old road does not necessarily operate a discontinuance of the latter. Still, voluntary and intentional desertion of a highway, the acquirement of a new road in its place, its travel and recognition by the public, may operate as an abandonment of the former. Acquiescence for even a few years, in the discontinuance of an old road, and the adoption of another, has been held sufficient to show the abandonment of the old road in the absence of evidence of a contrary intention.

time, effort, or funds to solve the problem. Nevertheless the practitioner must provide the client with an accurate appraisal of the situation [416] or warning of potential problems. [417]

B. Easement Position

In a surveyor's attempt to locate easements, the actual position of the easement upon a parcel can be a major problem. Nevertheless, the general position of the easement often is easier to determine **[*280]** than the boundaries of the easement, because in many instances boundaries are dependent on the precise location of the easement's center.

1. Monuments

Generally, one or both parties fix the easement's location at the time of purchase, dedication, or reservation. In these cases the remains of all or part of the valid monument, or evidence of its former position, is the best evidence of the location of the easement. [418] Therefore, in many situations the location of an easement can be shown by the position of monuments cited in the deeds and plans or by a determination of the original position of the monuments.

2. Directions and Distances

In the case where monuments were not used or have been displaced, application of the directions and distances found in the original conveyance document is usually the next best alternative to locate the easement's position. [419]

In some cases a long, continuous use may legally fix the location of the easement in a position different from the plan or descriptive location. [420] This is especially true for road easements, particularly **[*281]** public road

---

Id. at 309-10, 155 A. at 559 (citations omitted). See also *Tibbetts v. Penley, 83 Me. 118, 123, 21 A. 838, 839-40 (1890)* ("Undoubtedly, in straightening public ways by alterations authorized by Rev. St., c. 18, such strips of land in an old location as are not covered by the new, would become ipso facto discontinued. Such is the natural and desired object sought by the proceeding.").

[337] Under the common law abandonment exception, the presumption begins with the concept that a private easement acquired by deed is never lost by nonuse. This is true even in the situation where the owner of the dominant estate prefers to ignore an earlier easement in favor of a new easement in another location. See *Adams v. Hodgkins, 109 Me. 361, 365, 84 A. 530, 532 (1912)* ("[A] right of way, whether acquired by grant or prescription, is not extinguished by the habitual use by its owner of another way, equally convenient, instead of it, unless there is intentional abandonment of the former way.").

[338] In *Tabbutt v. Grant, 94 Me. 371, 47 A. 899 (1900),* the court noted:

Mere non-user of a definite right of way for any period does not of itself extinguish the right… Evidence shows an executed agreement for a substitution of the new path for the old one, by which the plaintiff acquired the right to use the new path and in consideration thereof surrendered the right to use the old path. Such an agreement may be made by parol, and, when executed, - when, in pursuance thereof, the owner of the right of way begins to use the new path, and the owner of the servient estate shuts up the old path, - then the former acquires right to use the new path, and effectually releases the right to use the old path. Such an agreement can be shown by conduct as well as by words, but it must appear that there was an agreement. If the conduct of the parties fails to show that, it does not change their rights.

Id. at 372-73, 47 A. at 900.

[339] *Smith v. Dickson, 225 A.2d 631, 636 (Me. 1967)* (quoting *Piper v. Voorhees, 130 Me. at 309, 155 A. at 558-59 (1931))* ("While the nonuser of a prescriptive easement, for a period sufficient to create an easement by prescription, is evidence of an

easements. Many times roads were not located as decided on paper. There were many reasons for this situation, not the least of which were builders who lacked training. Often the builders were landowners building the road in lieu of paying taxes or to aid their own access. Difficulties with construction before motorized mechanical equipment and high speed travel often were alleviated somewhat by building the road around swamps, boulders, trees, and other obstacles rather than following the surveyor's stakes. In other cases roads were brought closer or moved away from houses and fields for the convenience or privacy of residents. As a result, the roads constructed seldom are recognizable as the roads shown on the paper plan. [421]

In one Maine case, the Law Court deferred to the traveled way over the plan measurements. [422] A court's deference to the traveled way over the plan measurements is known as the "beaten path" rule. The rule prescribes that where the traveled surface, as originally constructed and used for twenty years, is not wholly within the monumented right-of-way, the road's traveled way becomes the monument to its location rather than the measurements stated in the records. [423] **[*282]**

---

intention to abandon the easement, it is open to explanation, and may be controlled by proof that such intention did not exist."); *Farrar v. Cooper, 34 Me. 394, 400 (1852)* ("A non user of twenty years is regarded as presumptive evidence of an abandonment and extinction of the right. This presumption may be rebutted by proof of facts inconsistent with such a conclusion. The rule is not applicable to rights or incorporeal hereditaments, secured by a deed of conveyance.").

[340] *Adams v. Hodgkins, 109 Me. at 364, 84 A. at 531* ("One acquired by prescription, may be extinguished among other modes, by abandonment, so called, or non-user and adverse possession for twenty years.").

[341] *Wooster v. Fiske, 115 Me. 161, 164-65, 98 A. 378, 379 (1916).*

[342] *Doherty v. Russell, 116 Me. 269, 272-73, 101 A. 305, 306 (1917)* (quoting *Middle Creek Ditch Co. v. Henry, 39 P. 1054, 1058 (1895))* ("Abandonment is the relinquishment of a right, the giving up of something to which one is entitled - it must be by

The "beaten path" rule is sometimes applied to roads in existence for less than twenty years for which there are no valid monuments (either presently existing or displaced) by which to fix the legal position of the right-of-way (public or private). In such situations the physical location of the road is the best evidence of its legal position.

To summarize the beaten path rule, where the beaten path of a public road originally was constructed partially or wholly outside the boundaries established by the municipality and use of the road therefore would constitute a trespass, the location of the beaten path will determine the legal location of the road after twenty years. The beaten path rule implies that the center of the traveled way is the center of the right-of-way. The legal assumption fixes the beaten path as a physical monument whose center is the center of the easement.

Figure 12

Insert Figure 12 here - Camera Copy

[cp85d,10]The figure shows the displacement of the easement boundary caused by the construction of the traveled way outside of the legal easement boundaries coupled with long use.

Many surveyors, whether due to neglect, laziness, or concerns with cost, immediately adopt the beaten path rule to locate the center of an easement. The beaten path rule should be used only when other, better evidence cannot be found or when a field and record search determines that a public road in existence more than twenty years was originally laid outside the record boundaries. The rule does not apply when the beaten path resides within the easement boundaries but does not coincide with the center of the easement. **[*283]**

---

the owner - without being pressed by any duty, necessity, or utility to himself, but simply because he desires no longer to possess the thing.") (alterations in original).

[343] In explaining abandonment versus nonuse the court in *Adams v. Hodgkins, 109 Me. 361,* said:

Abandonment necessarily implies nonuser, but nonuser does not create abandonment no matter how long it continues, and an easement proved by grant or reservation is not lost by nonuser alone. It has been said that an easement acquired by grant cannot be lost by mere nonuser, though it may be by nonuser coupled with an intention of abandonment.

Id. at 365-66, 84 A. at 432 (citations omitted). See also *Doherty v. Russell, 116 Me. at 273, 101 A. at 301* (nonuse alone is insufficient without intention to abandon.)

[344] *Phillips v. Gregg, 628 A.2d 151, 152-53 (Me. 1993); Chase v. Eastman,563 A.2d 1099, 1102 (Me. 1989)* ("Although mere nonuse is not enough, an easement created by deed or grant may be extinguished by abandonment."); *Adams v. Hodgkins, 109 Me. at 365, 84 A. at 532.* ("Abandonment necessarily implies nonuser but nonuser does not create abandonment no matter how long it continues.").

[345] *Adams v. Hodgkins, 109 Me. at 367, 84 A. at 532.*

[346] *Canadian Nat'l Ry. v. Sprague, 609 A.2d 1175, 1179 (Me. 1992); Doherty v. Russell, 116 Me. at 273, 101 A. at 306-07 (1917)* ("To constitute an abandonment of a right there must be a clear unequivocal and decisive act of the party, showing a determination not to have the benefit intended.") (quoting *Banks v. Banks, 77 N.C. 186 (1877)* ("There must be not only an intention to abandon but an actual abandonment.") (quoting *Stevens v. Town of Norfolk, 42 Conn. 377 (1875))).* See also *Chase v. Eastman, 563 A.2d at 1103* (an easement holder's intention to abandon an easement may be shown from his failure to object to the erection of a permanent structure that prevents the enjoyment of the rights granted by the easement); *McLellan v. McFadden, 114 Me. 242, 249-50, 95 A. 1025, 1029 (1915)* (intention to abandon may be inferred, but mere lapse of time or nonuse is not sufficient evidence of abandonment).

[347] *Phillips v. Gregg, 628 A.2d at 151; Witt v. McKenna, 600 A.2d 105 (Me. 1991).*See also *Ballard v. Butler, 30 Me. 94, 99 (1849)* ("[A] party to whom a servitude is due may effect its extinguishment by suffering erections of a permanent kind, which would prevent its use ....").

[348] Title 14, 813 (West 1980) (dealing with preventing a prescriptive easement by interruption).

[349] Id. 814.

3. Use and Occupancy

When an easement exists by virtue of prescription or a vague grant, it may have been created without fixing the location in the field. Consequently, there are neither monuments nor measurements recited in the documents. In these cases, the improvements made on, over, or under the surface will fix the easement's legal location. In particular, the objects will fix the center of the easement. For example, the physical location of a sewer conduit, drainage ditch, utility pole or similar object fixes the center of the easement. Furthermore, it is appropriate to use an object to fix the center of an easement when the directions and distances contained in the grant are so vague, incorrect, or imprecise that the location of the objects necessarily becomes the best evidence of the original intentions of the parties.

When use becomes the means of fixing the easement's location, the use at the time of the original grant or conveyance will control whether or not the present use is in the location of the original use. [424] Furthermore, where the easement boundaries are known, improvements may occur anywhere within the easement's legal limits and do not have to fall within the center of the easement. The improvements do not always reside in or fix the center of the easement. Consequently, the following rules of construction generally apply regarding improvements within an easement: (1) The improvement may occur anywhere within the legal limits of the easement; (2) when the improvement extends beyond the legal limits there may be an encroachment or trespass; [425] (3) when the limits of the easement are not defined or certain (or in the case of the beaten **[*284]** path rule, when they have been

---

[350] *Bolduc v. Watson, 639 A.2d 629, 630 (Me. 1994)* ("The history of nonuse, coupled with the intention to abandon demonstrated by the Bolducs' failure to object to the garage when it was built, are sufficient to establish abandonment."); *Fitzpatrick v. Boston and Me. R.R., 84 Me. 33, 24 A. 432 (1891);* *Ballard v. Butler, 30 Me. at 94.*

[351] See *Chase v. Eastman, 563 A.2d 1099, 1102 (Me. 1989).*

[352] See *Canadian Nat'l Ry. v. Sprague, 609 A.2d 1175 (Me. 1992);* *Witt v. McKenna, 600 A.2d 105 (Me. 1991).* See also *Adams v. Hodgkins, 109 Me. 361, 364, 84 A. 530, 531 (1912)* ("The denial of the right to an easement or a declaration of relinquishment of it coupled with acts on the part of the declarant in furtherance of and conformity to the denial or declaration are evidence of abandonment and adverse possession.") (citations omitted).

[353] *Witt v. McKenna, 600 A.2d at 105.*

[354] In *Bartlett v. City of Bangor, 67 Me. 460 (1878),* the court said:

It is seldom within the contemplation of the parties that all the streets marked upon a plan of a considerable extent of territory, or that the whole of any one of them, if of considerable length, shall be at once opened. And, until such as the growth of the place requires them to be opened, the owner has a right to use the land for any of these temporary purposes. And such a use is not adverse, but according to strict right. It will not, therefore, bar the rights of the grantees, or the public, to have the streets opened, whenever, in the opinion of the public authorities, they are needed.

Id. at 466.

[355] *Id. at 467.*

[356] *Bolduc v. Watson, 639 A.2d 629, 630 (Me. 1994).*

[357] Speaking about adverse use, the court in *Bartlett v. City of Bangor, 67 Me. 460,* said:

An adverse use, such as placing upon the land buildings or other permanent obstructions to all possible travel over it, if acquiesced in for a sufficient length of time, might have that effect. But using the land for pasturage, or the growth of crops, or other purpose, which does not indicate an intention that it shall never be used as a street, will not have that effect. Such a use of the land is not adverse. It is seldom within the contemplation of the parties that all the streets marked upon a plan of a considerable extent of territory, or that the whole of any one of them, if of considerable length, shall be at once opened.

Id. at 466.

ignored), the location of the original improvement fixes the center of the easement; (4) although the improvement may shift from time to time, the legal center of the easement nevertheless remains fixed at the location where the improvement was first placed; (5) without credible evidence to the contrary, the presumption is that the improvement's position has not changed over time; and (6) in cases where it is apparent that the improvement has shifted from its original position and strayed outside the legal limits of the easement, the improvement should be noted as a possible encroachment on the adjoining property.

Figure 13

Insert Figure 13 here - Camera Copy

[cp85d,10]The traveled way should not be assumed to be in the center of the easement since the traveled way may be located anywhere within the confines of the easement boundary witout trespass.

4. Servient Estate - First Choice

In the event that neither documented nor physical evidence exists to locate the position of the easement, the courts prefer that the parties arrive at a mutual agreement. Barring a favorable "meeting of the minds," the grantee has the first option to pick a "reasonable" location for the easement. [426]

---

[358] See *Burnier v. Department of Envtl. Resources, 611 A.2d 1366, 1368 (Pa. Commw. 1992)* ("The National Act specifically provides that interim trail use is not an abandonment of a railroad right-of-way.").

[359] National Trails System Act, *16 U.S.C. 1247*(d) (1985). See also *49 C.F.R. 1152.29(a)*, (d) (1994).

[360] The courts have upheld the National Trails System Act in *Burnier v. Department of Envtl. Resources, 611 A.2d at 1366, Washington Wildlife Preservation, Inc. v. State of Minnesota, 329 N.W.2d 543 (Minn. 1983),* cert. denied, ***463 U.S. 1209 (1983).***

[361] Title 23, 7105 (West 1992).

[362] *Smith v. Dickson, 225 A.2d 631, 636 (Me. 1967); Dority v. Dunning, 78 Me. 381, 387, 6 A. 6, 9 (1886)* ("That an easement will become extinguished by unity of title and possession of the dominant and servient estates in the same person by the same right, is a principle of law too general and elementary to be questioned."); *Warren v. Blake, 54 Me. 276, 281 (1866)* ("When the possession of two closes is united in one person all subordinate rights and easements are extinguished.") (quoting Whalley v. Thompson, 1 B. & P., 373).

C. Boundaries of the Easement

The easement boundary sometimes is described and defined by monuments along the boundary. In such cases, the general rule is that monuments control. However, another common way to designate easement limits is to recite dimensions relative to one side of the easement or the center of the easement. In this situation, the **[*285]** width of the easement, coupled with the location of one side or the centerline, is used to determine the boundary. In particular, the boundaries may be found by application of the dimensions given for the width, placing one-half of the width on each side of the easement's center or extending the width dimension laterally on the appropriate side of the easement boundary. All measurements are applied in a radial or perpendicular direction to the centerline or sidelines, as the case may be. Fixing the width of the easement is often the biggest obstacle to determining its boundaries.

1. Grant or Intent

The preferred method of fixing the easement's width is to use the operative records, such as subdivision plans, highway plans, road dockets, and deeds. Using these records, practitioners should examine those documents that depict the width at the time of taking, dedication, purchase, or conveyance to determine the easement's width. In some cases, practitioners must resort to ancient documents, including early town lotting plans, survey records, fence line records, and historical descriptions.

Although the width stated in the records often exceeds the width taken by improvements, the width stated in the records nevertheless controls (see Figure 14). [427] This is true even where the recorded width exceeds a reasonable width. [428] The dominant estate may use part of the width or all of the width for the purposes stated in the easement grant. [429] **[*286]**

---

[363] *Glover v. Graham, 459 A.2d 1080, 1085 (Me. 1983)* ("Common ownership of the dominant and servient estates would also have interrupted acquisition of the prescriptive easement.") (citations omitted). Some states would have viewed unity of title as an extinguishment of the prescriptive rights and started the time over at the separation.

[364] In *Dority v. Dunning, 78 Me. 381, 6 A. 6,* the court said:

In order that unity of title to the two estates should operate to extinguish an existing easement, the ownership of the two estates should be coextensive, equal in validity, quality, and all other circumstances of right. If one is held in severalty and the other only as to a fractional part thereof by the same person, there will be no extinguishment of such easement. Thus it was held … in which case one estate was held in fee and the other for a term of five hundred years, that unity of possession did not extinguish the easement, but only suspended it during that unity of possession; and upon parting with the premises to different parties, the right revived.

Id. at 387-88, 6 A. at 9-10 (citations omitted).

[365] See, e.g., *Bonney v. Greenwood, 96 Me. 335, 52 A. 786 (1902).*

[366] Cf. *LeMay v. Anderson, 397 A.2d 984, 988 n.3 (Me. 1979)* ("Unity of title to the dominant and servient estate, of course, extinguishes an easement."). See also *Tripp v. Huff, 606 A.2d 792 (Me. 1992); Fitanides v. Holman, 310 A.2d 65 (Me. 1973).*

[367] The court in *Tibbetts v. Penley, 83 Me. 118, 21 A. 838 (1890),* said:

Figure 14

Insert Figure 14 here - Camera Copy

[cp85d,10]In the diagram the easement was assumed to be three rods when it was actually four rods. The failure to identify the correct width of the easement results in the encroachment of improvements within the easement or mandatory building set back line.

Perhaps more troublesome is the common practice of using the statutory width of three rods for public road easements in all circumstances without consultation of the operative records. It is no surprise to practitioners who make a habit of examining the recordsthat many, if not most, public road easements are not three rods. Four rods is a more common width - although two or two and a half rod widths are not uncommon. Consequently many property owners in Maine undoubtedly have constructed improvements within the easement area or zoning set back area (see Figure 14). In other cases, gaps exist between the owner's property and the limit of the public road easement. In these cases there may not be legal access from the land to the public road easement without trespass.

2. Occupation and Possession Barriers

Easement records often do not exist, are missing, or do not state with certainty the boundaries or width. If no valid monuments or documented dimensions exist to fix the width or boundary of the easement, the boundary should be determined from long-standing occupation and barriers that clearly indicate the permissible (acquiesced) width. [430] This rule follows the rules of construction applied **[*287]** to contracts, namely that a party's intentions may be evidenced by its prior, contemporaneous, or subsequent actions. [431]

If the plaintiff's passage-way were one of necessity simply, the location of the street along the western line of the plaintiff's land, would operate a discontinuance of it across the defendant's land, on the well-settled doctrine that the necessity from which the way resulted having ceased, the right of way ceased.

Id. at 123, 21 A. at 840. See also *LeMay v. Anderson, 397 A.2d 984, 989 (Me. 1979)* ("The recognized rule in Maine with respect to ways of necessity is that termination of the necessity extinguishes the easement."); *Adams v. Hodgkins, 109 Me. 361, 367, 84 A. 530, 532 (1912)* ("It has been held that a way, created by the necessity for its use, cannot be extinguished so long as the necessity exists.").

[368] *LeMay v. Anderson, 397 A.2d at 984.*

[369] Title 14, 6321 (West Supp. 1995-1996).

[370] Cf. *Canadian Nat'l Ry. v. Sprague, 609 A.2d 1175 (Me. 1992).*

[371] *Bonney v. Greenwood, 96 Me. 335, 52 A. 786 (1902).*

[372] *Id. at 341, 786 A. at 789.*

[373] Id.

[374] *O'Neill v. Williams, 527 A.2d 322, 323 (Me. 1987)* ("An easement in gross is a purely personal right, is not assignable, and terminates upon the death of the individual for whom it was created."). See also *Reed v. A.C. McLoon & Co., 311 A.2d 548, 551-52 (Me. 1973); Davis v. Briggs, 117 Me. 536, 540, 105 A. 128, 129-30 (1918).*

[375] Cf. *Champaign Nat'l Bank v. Ill. Power Co., 465 N.E.2d 1016 (Ill. App. Ct. 1984); Sandy Island Corp. v. Ragsdale, 143 S.E.2d 803 (S.C. 1965).*

[376] See title 23, 3026 (West 1964). See also *City of Rockland v. Johnson, 267 A.2d 382 (Me. 1970).* Note also that title 30, 4801 provides for the discontinuance of easements upon the adoption of urban development plans. For a discussion of this procedure, see *Lewiston Urban Renewal Auth. v. City of Lewiston, 349 A.2d 763, 766 (Me. 1976).*

Barriers may include such fixtures as fences, walls, tree rows, and other linear, possessory objects, provided that such objects allow a reasonable use within the intent of the original grant. The rule that barriers may determine easement width is founded on acquiescence or estoppel. For public roads, the rule is codified by statute:

When buildings or fences have existed more than twenty years fronting upon any way, street, lane or land appropriated to public use, the bounds of which cannot be made certain by records or monuments, such buildings or fences shall be deemed the true bounds thereof. When the bounds can be so made certain, no time less than forty years will justify their continuance thereon, and on indictment and conviction they may be removed. [432]

3. Adequate and Reasonable Width

If the grant or record does not recite information on the width and no physical evidence can be found, the width normally will be fixed according to the easement's intended use - a width adequate and reasonable for the intended purpose of the easement. The law will impose a width sufficient to carry out the intentions of the grantor and the intended use of the easement by the dominant tenement **[*288]** as stated at the time of conveyance. [433] This principle was well stated in Drummond v. Foster [434] :

It is well settled that when the grant of a right of way is silent as to its width, it will be held to be of a width suitable and convenient for the ordinary uses of free passage to and from the grantee's land. And if the particular object of the grant is stated, the width must be suitable and convenient, with reference to that object. And this is merely construing the grant in accordance with the presumed intentions of the parties. [435]

In certain cases, a reasonable width is defined by statute. For public roads, the legislature has determined that three rods is a reasonable width. [436] The same statute, however, continues to require payment to abutting landowners for damages that occur outside the existing improved portion of the public road but within the three-rod width. [437]

---

[377] See title 23, 3026. See also *Jordan v. Town of Canton, 265 A.2d 96 (Me. 1970),* where the court stated:

The statute is designed to permit a governmental entity to avoid the expense of maintaining and keeping certain designated roads open for travel and free from dangerous defects. Its responsibility for accident caused by such defects in a road so designated is removed. All this is accomplished without technical discontinuance of the public way and without terminating the public easement therein. No provision is made for compensation to abutting owners for the destruction of property rights.

Id. at 98.

[378] *Warchalowski v. Brown, 417 A.2d 425 (Me. 1980).*

[379] *Craig v. Davis, 649 A.2d 1096 (Me. 1994); Town of Fayette v. Manter, 528 A.2d 887 (Me. 1987).* For a statement of the powers of county commissioners with respect to the discontinuance of county roads prior to July 29, 1976, see title 23, 2051.

[380] In *Jordan v. Town of Canton, 265 A.2d 96 (Me. 1970),* the court noted:

The right of access to a public way is a property right in the nature of an easement…

…

"Clearly, an owner of land abutting on a street or highway cannot constitutionally be deprived of all access to his premises without compensation, either by the vacation of the street or highway or its physical obstruction in front of his premises, or its obstruction at another place so that the portion of the street in front of his premises cannot be reached."

Id. at 98 (quoting *26 Am. Jur. 2d Eminent Domain 200*).

[381] In *Jordan v. Town of Canton, 265 A.2d 96,* the court said:

In other cases, statutes or charters may have set a reasonable width by fixing a minimum width, maximum width, or both when land is taken. Early turnpike statutes, for example, sometimes stated a minimum or maximum width that could be taken by condemnation. Similar statutes limit the maximum width for railroads based upon conditions along the route. [438]

Consequently, in the absence of records or reasonable occupation lines to the contrary, railroads are presumed to have taken the maximum easement width allowed. The location of the railroad bounda **[*289]** ries is accomplished by first determining whether tree growth was present at the time the railroad was constructed. Later wood growth or clearing of woodland around the tracks does not increase or decrease the width first obtained. According to the statute, in areas of woodland the easement width is six rods, except when the outer limits of excavation or embankment exceed this width (in which case the outer edge of excavation or embankment control). In areas that were not woodland, the width is four rods, except when the outer limits of excavation or embankment exceed this width (in which case the outer edge of excavation or embankment control). This statute does not apply necessarily to railroad locations established prior to its effective date.

4. Prescriptive Easements Width

Easements established by prescription are construed strictly. The holder of the easement acquires rights only to the width actually used during the statutory period of adverse use. [439]

5. Official Action

The boundaries of highways and town easements that are not reasonably defined may be defined later by official procedures. [440] In the case of public roads, municipal officers may petition the county commissioners to mark the bounds of roads whose boundaries are doubtful, uncertain, or lost. In response, the county commissioners must: (1) provide notice as though a new way were being laid; (2) hear the parties involved; (3) examine the road; (4) survey and mark the road; and (5) make a return of their doings accompanied by an **[*290]** accurate plan of the way. [441] Failure to make a proper petition could be fatal to the resulting proceedings. [442]

The fact that a "limited-user highway" continues to have a legal status as a "public way" over which there continues to be a public easement of travel is meaningless if there is no longer any public responsibility for maintenance and repair. Without maintenance or repair, it is only a question of time before a public road will become impassable or unsafe for travel. The rigors of Maine weather, the action of frost and the erosion from rain and melting snow will speed the process of disintegration. The ability to use the road for vehicular travel and thus the abutter's easement of access to and over the road to the public road system will inevitably be destroyed.

Id. at 99-100.

382 *Martin v. Burnham, 631 A.2d 1239 (Me. 1993).* See also *Lamb v. Town of New Sharon, 606 A.2d 1042, 1046 (Me. 1992)* ("A presumption of a public intent to abandon a road may be raised by evidence of nonuse for twenty years or more, intentional and voluntary desertion of a road, or acquiescence, even for a few years, in the discontinuance of an old road combined with use of a new road."); *City of Rockland v. Johnson, 267 A.2d 382, 385 (Me. 1970)* ("When that part [of the highway] was discontinued as a through highway and was relocated, there resulted an abandonment. "Establishing an alteration in a highway, is in law a discontinuance of the part altered.' ") (quoting *Commonwealth v. Inhabitants of Westborough, 3 Mass. 406 (1807)); Smith v. Dickson, 225 A.2d 631, 636 (Me. 1967)* (" "The desertion of a public road for nearly a century, is strong presumptive evidence that the right of way has been extinguished.' ") (quoting *Beardslee v. French, 7 Conn. 125, 127 (1828)).*

383 *Town of South Berwick v. White, 412 A.2d 1225, 1227 (Me. 1980)* ("Furthermore, the existence of section 3028's special presumption of abandonment does not impair the availability of common law abandonment through public nonuser, although the referee found that the requisite showing had not been made in the instant case.").

384 See title 23, 3028 (West 1964).

385 Title 23, 3028(1) (West 1992 & Supp. 1995-1996).

386 See supra note 357 and accompanying text.

VII. Parcel Boundaries In or Along Roads

The fee simple title boundaries for parcels often are found in or along easements, especially road easements. In determining the location of property boundaries along easements there are two situations in which a road easement may serve as a boundary. First, the property boundary may have existed before the road easement. In this situation, a property owner should recognize that the fee simple title or any associated property boundary does not change simply by conveying or creating an easement. An alteration in the fee simple title or in any associated property boundary would require the grantor to expressly change the boundary location. As the accompanying figures show, the condemnation or conveyance to the municipality of a four-rod-wide road easement along the side of one parcel prior to 1977 would not alter the original property boundaries. [443] The imposition of an easement on the property serves only to restrict the landowner's enjoyment of her property within the four-rod-wide area encompassing the easement. In the example, one easement boundary coincides with the property boundary while the other side of the easement is a separate easement boundary that should not be confused with or thought of as a new property boundary. **[*291]**

Figures 15 and 16

---

[387] Town of Cornville v. Gervais, 661 A.2d 1127, 1128 (Me. 1995) ("Because abandonment pursuant to the statute does not occur until the end of the thirty-year period, Gervais' argument that abandonment occurred in 1948 when the Town last maintained the road is wrong.").

[388] Title 23, 3028(1) (West 1992 & Supp. 1995-1996).

[389] Craig v. Davis, 649 A.2d 1096, 1097 (Me. 1994).

[390] Title 23, 3028(2) (West 1992 & Supp. 1995-1996).

[391] Id.

[392] Id. 3031.

[393] Baker v. Petrin, 148 Me. 473, 480, 95 A.2d 806, 810 (1953) ("If there was an intention to dedicate it must be accepted in a reasonable time."). See also Callahan v. Ganneston Park Development Corp., 245 A.2d 274 (Me. 1968); Harris v. City of South Portland, 118 Me. 356, 359, 108 A. 326, 328 (1919)).

[394] See City of Rockland v. Johnson, 267 A.2d 382 (Me. 1970).

[395] If title 23, 3031 does apply to private rights, it is unclear what effect, if any, the statute has on persons purchasing the lot from the developer after vacation has occurred.

[396] Title 23, 3032 (West 1992).

[397] Id.

[398] Id. 3027(2).

[399] The question arises whether the abutting landowner actually acquires title in fee simple or only the right to continue the use of the land where the fence or building sits. The question is almost always irrelevant since the abutter ordinarily owns the fee simple title in the road, or the practical aspects of the difference are nil.

[400] Title 23, 2952 (West 1992 & Supp. 1995-1996). However, only 20 years of adverse possession is required if the possession occurred prior to 1885 but after 1841. See Phinney v. Gardner, 121 Me. 44, 115 A. 523 (1921).

[401] Title 23, 3034(1) (West 1992).

[402] In limiting a grant, the court in Bradford v. Cressey, 45 Me. 9 (1858) said:

It is, however, competent for the grantor to limit his grant as he may choose. He may exclude or include the entire monument, and run his line on either side, or to the centre thereof, at his pleasure, by the use of apt words to indicate his intention so to do. The intention of the party is always to be sought in the interpretation of deeds, as in other written instruments. If the language

Insert Figures 15 and 16 here - Camera Copy

[cp85d,10]The left-side figure shows a parcel and its boundaries prior to the citation of an easement. The right-side figure demonstrates how the placement of the road easement does not affect the parcel boundary.

The second situation in which a road easement may serve as a boundary occurs when an easement is created simultaneously with or prior to the respective property boundaries. A subdivision is a common example of the simultaneous creation of easements and property boundaries. Where a large parcel is astride the road and a section of the parcel on one side is sold off an easement existed prior to the respective property boundary. An example of this situation exists in the following testament: "I give, devise, and bequeath my lands south of the Thomaston Road to my son, Joshua. The rest, residue, and remainder of my real property, to include the homestead house, I give a life estate to my wife, Catherine, the remainder to my daughter, Violet."

When an easement is created simultaneously with or prior to the respective property boundaries, a property owner faces further complication if the actual "beaten path" is not in the center of the easement or does not fall within the easement (see accompanying figure). Where would the property boundary be located if the deed description calls for the "center of the road"? Logically, if the title was created when the road was a paper street and unopened, the title would go to the center of the easement - there could be no other definition of the "road" at the time of the paper location. On the other hand, if, when created, the parcel boundary consisted of a road that was actually opened and existed as a traveled way, the term "road" meant the actual physical path as used. Therefore, where the road has been opened and used prior to the date of the operative description, the Law Court has determined that the physical location of the beaten path is the intended boundary. [444] The physical road as opened will govern over the "paper" center of the **[*292]** easement when determining the location of the parcel boundary calling for the "road." [445]

---

leaves that intention at all doubtful, the instrument should be examined and construed, when practicable, by the light of the circumstances which surrounded and were connected with the execution of the instrument.

Id. at 13.

[403] Title 33, 460, 461, & 469-A(1) (West 1988 & Supp. 1995-1996); *Lamb v. Euclid Ambler Assocs., 563 A.2d 365, 367-68 (Me. 1989).* See also title 33, 465 (West 1988 & Supp. 1995-1996); *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218, 223-24 (Me. 1981); Brooks v. Morrill, 92 Me. 172, 174, 42 A. 357 (1898)* (if the land described in a deed is bounded on a highway, or its boundary line runs to a highway, and thence by the highway, the grantee is presumed to take a fee to the center of the highway subject to the public easement, if the grantor owns to the center).

[404] Title 33, 773 (West 1988). See also *LeMay v. Anderson, 397 A.2d 984, 989 (Me. 1979); Dority v. Dunning, 78 Me. 381, 386, 6 A. 6, 9 (1886).*

[405] Title 33, 463 (West 1988). In *Lamb v. Euclid Ambler Assocs., 563 A.2d 365, 367 (Me. 1989)* the court stated that title 33, 462-469-A are merely codifications of the common law.

[406] Rules of Board of Licensure for Professional Land Surveyors, ch. 6, 10.A.1 states:

A Standard Boundary Survey is defined as a sufficient investigation, study, and evaluation of all factors affecting and influencing the location of the boundaries, and including rights of way and easements of record within or immediately surrounding a certain lot, parcel or quantity of real estate. Such study and evaluation will culminate in the location or relocation on the ground of the boundaries and the determination of areas of the certain lot, parcel or quantity of real estate.

Id.

The question often arises regarding the exact location of the parcel boundaries along road easements. The simple answer is to say the deed controls the location of the conveyance. However, seldom does the deed say "to the center of the road; thence by the center of the road...." or "thence to the edge of the right of way...." Typically a deed contains words such as "by," "along," or "with." In conjunction with the somewhat ambiguous terms, the property measurements often fail to reach the center, but stop at or extend slightly beyond the near side of the easement boundary. Consequently, rules of construction that are dependent upon the facts and situation at the time of the conveyance govern. Over the years, the common law has become replete with cases citing rules of construction and their exceptions. In response to this confusion, the legislature has intervened with statutes attempting to codify the rules, yet these efforts often make the rules more confusing. The Law Court **[*293]** in Franklin Property Trust v. Foresite, Inc. [446] noted that the legislative intent of the Roads and Ways Act [447] was to codify the common law. [448] In any event the Act may have created more confusion than the legislation actually alleviated.

The following is the common law and statutory law as applied to parcel boundaries within roads.

A. Public Road Easements

Public road easements include town, county, and state highways. In the older records, one class of public road easements was referred to as private ways. The term "private way" was used to define public road easements that the municipality had disavowed any obligation to improve or maintain. [449]

Generally, a landowner whose property abuts a public road easement is deemed to have title to the center of the easement. [450] Because this is a rule of construction and not a rule of law, [451] the **[*294]** proper analogy to fix the extent of title and the boundary is the following: (1) The boundary should remain the original parcel boundaries before the road was taken, widened, or altered (see Figure 17); [452] (2) a parcel boundary in a subsequent conveyance may be stopped short of the original parcel boundary when expressly provided by the grantor; [453] (3)

---

[407] See id. 2 ("The Surveyor shall conduct a reasonable search to acquire data, including but not limited to deeds, maps, certificates of title, abstracts of title, and other boundary line information in the vicinity."); *Avaunt v. Town of Gray, 634 A.2d 1258, 1260 (Me. 1993)* ("The question of whether a town has accepted a road is a matter of law that must be determined from the records of the laying out of the road."). See also *Chasse v. Town of Lyman, 580 A.2d 1043 (Me. 1990).*

[408] See supra note 386.

[409] *Northern Utilities, Inc. v. City of South Portland, 536 A.2d 1116, 1117 (Me. 1988)* ("The intention of the parties, as expressed in the instrument, governs the interpretation of a deed.").

[410] *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218, 223 (Me. 1981); City of Rockland v. Johnson, 267 A.2d 382 (Me. 1970).*

[411] *Brooks v. Morrill, 92 Me. 172, 174, 42 A. 357, 357 (1898)* ("And ordinarily if a boundary runs to or by the line of an object, the exterior limit of the object is intended. "So in common language, if one speaks of the line or lines of a street, the exterior limits would be understood and intended.' " (quoting *Hamlin v. Pairpoint Mfg. Co., 141 Mass. 51 (1886); South v. Slocumb, 9 Gray 36 (1857))).*

[412] This result reinforces the requirement that the research go back to the original conveyance.

[413] *State v. Beck, 389 A.2d 844, 847 (Me. 1978)* ("If the street has been officially laid out and accepted according to the statutory provision, this could have been established from the official records of the Town.").

[414] *O'Neill v. Williams, 527 A.2d 322, 324 (Me. 1987)* (use of the "technical word "heirs' " not necessary "to preserve an interest of perpetual duration"); *LeMay v. Anderson, 397 A.2d 984, 989 (Me. 1979)* ("The right and burden relative to an appurtenant easement respectively pass to grantees of the dominant and servient estates, assuming the grantees of the servient portion have actual, constructive, or implied notice of the servitude."). See also *Dority v. Dunning, 78 Me. 381, 6 A. 6 (1886),* where the court said:

the boundary will coincide with the center of the traveled way if the original boundary is unknown and the grantor's intent cannot be determined, provided that the grantor owned to that extent. [454] Therefore if the road is a public road easement title extends by implication to the center of the road or the extent of the grantor's title, whichever is less, barring express words to the contrary. [455] This principle holds even if the measurements stop short of the center. [456] Therefore if a property owner sells land on one side of a public road while retaining the remainder on the other side, ordinarily the boundary of the land sold will be in the center of the public road. [457] Only clear and express words will stop an adjoiner's title from going to the center of the road or to the extent of the grantor's title, whichever is less. **[*295]**

Figure 17

Insert Figure 17 here - Camera Copy

[cp85d,10]The original property line remains fixed as the property line in subsequent conveyances despite the fact the property line does not reside in the center of the road or public easement.

The courts often have said that phrases such as "by the road," "along the road," and "with the road" do not stop the title at the edge of the public road easement - the title continues to the center of the public road easement. [458] Ordinarily, "to," "with," "along," and similar words are words of exclusion. [459] Common meaning would not place the boundary in the center. [460] Nevertheless, when used in reference to the boundary of a public road easement, according to the rules of construction, these words would place the parcel title and its boundary in the center of the public road (see Figure 18). Four reasons often are cited for title going to the center of a public road in all cases of doubt. First, little reason or benefit exists for the grantor to retain title to a long narrow strip of land. [461] The strip would tend to benefit the grantee more than the grantor. Second, the rules of construction, often based on equity, provide that where a conveyance is ambiguous, as between the grantor and **[*296]** grantee, the grantee is favored over the grantor. [462] The grantor who prepared the deed presumably could have prevented the ambiguity and therefore should not benefit from the ambiguity. Third, the presumption provides clarity to title within the road

---

But when an easement, although not originally belonging to an estate, has become appurtenant to it, either by express or implied grant, or by prescription which presupposes a grant, a conveyance of that estate will carry with it such easement whether mentioned in the deed or not, although it may not be necessary to the enjoyment of the estate by the grantee.

Id. at 384, 6 A. at 7. Also consider title 33, 773 (West 1988), which states: "In a conveyance of real estate all rights, easements, privileges and appurtenances belonging to the granted estate shall be included in the conveyance, unless the contrary shall be stated in the deed."

[415] *O'Connell v. Larkin, 532 A.2d 1039, 1042 (Me. 1987)* ("In order for such an implied easement to be created there must be severance of unity of title between the dominant estate (the property benefited by the easement) and the servient estate (the property subject to the easement).").

[416] Rules of Board of Licensure for Professional Land Surveyors ch. 6, 10.A.9.l, states: "When applicable, properties, water courses, rights-of-way and easements surrounding, adjoining, penetrating or severing the surveyed site shall be identified and labeled with the name of the owner and record reference." See also id. at 10.A.9.m ("If appropriate, original subdivision, survey or land grant lines should be shown in proper location.").

[417] The fact that other practitioners may have failed to report the problem or reported it incorrectly will not relieve the practitioner of liability. Cf., *Ivalis v. Curtis, 496 N.W.2d 690 (Wis. 1993)* (upholding award of attorney's fees below for negligence on part of attorney in accepting another surveyor's erroneous quarter line location).

[418] In speaking about the effectiveness of monuments in determining lines the court in *Wentworth v. LaPorte, 156 Me. 392, 165 A.2d 55 (1960),* provided the following quotations from earlier Maine cases:

"If the locations of these monuments could be established and they indicated a line varying from the one described by course, the monuments would control, the course must yield." (quoting *Whitcomb v. Dutton, 89 Me. 212, 218, 36 A. 67, 69 (1896)).*

…

easement and prevents stale claims from arising later. [463] Fourth, the grantor should not be presumed to withhold title that has a real and present advantage to the grantee. [464] **[*297]**

Figure 18

Insert Figure 18 here - Camera Copy

[cp85d,10]The sequence of figures show how historical circumstances leave the boundary unaffected but not centered in the present traveled way.

It is worth repeating that title goes only to the center of a public road easement when: (1) the boundary was not otherwise expressly described at some other location; [465] (2) the grantor has title at least to the center; [466] (3) the land abuts the road; (4) the road is an easement; and (5) the road is a public or proposed public road. [467] How **[*298]** ever, those rights accorded to owners of other lots in a subdivision (implied, appurtenant rights) will not pass to the abutter.

In construing the intent of the grantor and applying the rules of construction, the Law Court has recognized that when the grantor explicitly denotes the boundary as the side of a public road or the edge of the right of way, or uses similar words rather than placing the boundary "along," "by," "with," or "in" the road itself (or similar words), title will not go to the center of the road. [468] This common law interpretation seems to conflict with certain Maine statutes. [469]

Despite the questionable effect of this statutory language on the common law, it is important to recognize that often there is a difference between calling for the description to begin, end, or go to the side of the road and for the boundary to go along, with, or by the road. [470] The former usually refers to a convenient point to begin or terminate the surveying measurements, while the latter actually controls the location and extent of title. [471]

"And from their well known experience and legal knowledge we presume that to the facts as they found them evidenced by ancient marks upon the face of the earth, they applied the well settled principle of law, that where the line described in a deed or charter, and that indicated by monuments established in the original survey and location of the tract or township, do not correspond, the latter, being the best evidence of the true line, must govern, however they may differ." (quoting *Inhabitants of Bethel v. Inhabitants of Albany, 65 Me. 200, 202 (1876)).*

…

"In construing a deed, the first inquiry is, what was the intention of the parties? This is to be ascertained primarily from the language of the deed. If this description is so clear, unambiguous, and certain, that it may be readily traced upon the face of the earth from the monuments mentioned, it must govern." (quoting *Knowles v. Toothaker, 58 Me. 172, 175 (1870)).*

Id. at 400-01, 165 A.2d at 59-60.

[419] *Mayer v. Fuller, 248 A.2d 140, 141 (Me. 1968)* ("Boundaries are established in descending order of control by monuments, courses, distances and quantity.").

[420] Compare *Wentworth v. LaPorte, 156 Me. 392, 165 A.2d 55 (1960),* where the court noted:

When, from the courses, distances, or quantity of land given in a deed, it is uncertain precisely where a particular line is located upon the face of the earth, the contemporaneous acts of the parties in anticipation of a deed to be made in conformity therewith, or in delineating and establishing a line given in a deed, are admissible to show what land was intended to be embraced in the deed. It is the tendency of recent decisions to give increased weight to such acts, both on the ground that they are the direct index of the intention of the parties in such cases, and, on the score of public policy, to quiet titles.

Id. at 399-401, 165 A.2d at 60 (quoting *Knowles v. Toothaker, 58 Me. at 175).*

[421] In *Brooks v. Morrill, 92 Me. 172, 42 A. 357 (1898),* the court stated:

However, when the descrip **[*299]** tion simply begins with "at the road" or a similar phrase, the measurements are assumed to begin in the center of the road unless a preponderance of evidence indicates otherwise. [472]

B. Private Easements

If the road is a private easement, title extends to the edge or margin of the road unless the words in the grant clearly indicate otherwise. [473] Contrary to the rules of construction for a public road easement, words such as "by," "along," and "with" the road define the boundary along the edge or margin of the private easement. As long as the grantor had title to the road, he retains title to the underlying fee, while the grantee obtains an easement in the road. [474]

C. Paper Streets

A broad definition of a paper street is a road that has not been improved or opened for public or private use. It exists on paper but has not been created on the face of the earth as to allow any form of reasonable physical use by vehicles. In this Article, paper streets are roads that have been offered for dedication by the landowner or developer but not accepted by the government or used by the public. This condition is known as incipient or inchoate dedication. In **[*300]** most cases there is a private easement in the paper streets but no public easement until acceptance. Maine, like many states, has chosen to handle paper streets in the same manner as operational public streets - the title ispresumed to run to the center line of the street. [475]

D. Former Public Streets

It appeared that for a distance of seventy-five or eighty rods … this road had been built outside of and nearly four rods west of the original location recorded in the town records in 1842 … It appears from the evidence that nearly one-half of the width of this location, within the limits of the eighty rods mentioned, is at one point under a meeting-house, and at another point under a dwelling-house; and that no attempt has ever been made to build the road as located, and that it has never been opened or used for public travel.

Id. at 175, 42 A. at 358.

[422] *Id. at 176, 42 A. at 358.*

[423] In *Smith v. Dickson, 225 A.2d 631 (Me. 1967),* the court, in considering whether the road was established by use, stated:

"It is the location de facto that by the lapse of time ripens into a location de jure. To rest such a result on the presumption of regularity is to rest it on a fiction; and to rest it on the presumption of a dedication would be equally so. We think it would be better to avoid these unnecessary fictions, and let the result rest on a positive rule of law, which, like all limitation laws, has the public good and the public convenience for a foundation. The rule of law is this: that after the lapse of 20 years, accompanied by an adverse use, a location de facto becomes a location de jure… The location de facto, if not in all particulars regular, had become by lapse of time and use, and theacquiescence of all parties adversely interested, a location de jure."

Id. at 634 (quoting *Pillsbury v. Brown, 82 Me. 450, 454, 19 A. 858, 859 (1890)).*

[424] In *Tebbetts v. Estes, 52 Me. 566 (1864),* the court noted:

The land is described as bounded at one point "on the road leading to Little River."

It seems that several years before that time the road at this place had been changed, and was not on the line of its location. And it is claimed that the words in the conveyances are to be applied to the road as located, and not to the road as existing. But there is no such rule of law. The question is one of intention. And it is far more reasonable to suppose that the appraisers, in viewing the premises upon which the execution was to be extended, intended the road as they saw it, then existing, rather than any other road, of which it does not appear that they had any knowledge.

Id. at 568-69.

[425] In *Benton v. Maine State Highway Comm'n, 161 Me. 541, 215 A.2d 83 (1965),* the court stated:

The discontinuation of public roads and the vacation of paper streets are two common occurrences that affect parcel boundaries within roads. In some of these cases a private easement may remain effective after the discontinuation or vacation. In the event of an ambiguous description, the question arises whether the title to the property should go to the center or the edge of the road. The simple solution is for the owner at the time of sale or conveyance (subsequent to the discontinuance of the public road easement or vacation of the incipient dedication), to rewrite the ambiguous descriptions clearly to include title to the center of the former public road. However, this foresight is seldom present and the grantor is more likely to use the same vague description that she received from her predecessor. The result is confusion as to ownership from the edge to the center of the former public road or paper street. The Maine Law Court has held that a discontinued public road is to be treated the same as a public road - title is presumed to run to the center. [476] **[*301]**

Figure 19

Insert Figure 19 here - Camera Copy

[cp85d,10]The area between the easement boundary and center often is not clearly explained or defined in the title documents.

E. Railroads

Contrary to title in a public road easement, the title underlying a railroad easement is presumed to remain with or transfer to the railroad, depending on the circumstances. [477] The rights of the grantor whose land abuts the railroad do not extend to the center of the railroad easement. When doubt exists as to the title of the underlying fee, the grantee's boundary is deemed to be at the edge of the **[*302]** railroad right-of-way, consistent with the rules governing private road easements. [478] The Law Court has reasoned that whilea grantee may derive some value and use from a public road easement fronting on his property, no comparable benefit accrues to the property owner adjacent to a railroad right-of-way. [479]

It must be concluded that owners of property adjacent to that highway must have been aware of the entry upon, use, widening, if any, improvement, if any, relocation, if any, over the years, and even though such entry and use were not brought about by statutory condemnation, such entry and occupation for public use constitutes a taking in a constitutional sense. Seasonable action by the land owner would afford him a remedy in equity by injunction, and in law by a real action to try title, or complaint in trespass to his possession …

Id. at 545, 215 A.2d at 85 (quoting Benton v. Maine State Highway Comm'n (Me. Super. Ct., Yor. Cty., 1965)) (citations omitted).

[426] *Brewster v. Churchill, 148 Me. 8, 14, 88 A.2d 585, 588 (1952)* ("The principle is undoubted that instruments of conveyance should be construed most strongly against grantors and in favor of grantees.").

[427] In *Rotch v. Livingston, 91 Me. 461, 40 A.2d 426 (1898),* the court held:

When a public road or way has been "laid out" of a specified width by the proper authority, the public has the right to use the entire width of the whole location to its outermost limits, though the town or other public agency charged with the duty of making a road within the location need not make a wider road than is safe and convenient for travelers.

Id. at 471, 40 A.2d at 431.

[428] *Id. at 472-73, 40 A.2d at 431.*

[429] Id.

[430] See *Benton v. Maine State Highway Comm'n, 161 Me. 541, 548, 215 A.2d 83, 86 (1965)* ("It follows that it still remains to be determined where the easterly boundary of the highway as it existed prior to 1958 had been established either by lawful location

VIII. Unresolved Issues

Unfortunately, there are many questions that have not been addressed by the Law Court or legislature. In some cases, the attempt by the legislature to codify the common law has resulted in further confusion of the law. [480] The following are samples of unanswered questions regarding roads and easements in Maine.

A. Vacation, Abandonment, Discontinuance, etc.

Statutes addressing vacation, abandonment, discontinuance, and other mechanisms that extinguish public rights in roads appear to have been written with the assumption that roads are public easements where title reverts to the abutting owner. However, roads developed more recently are owned by state or local governments in fee simple. The termination of public title in these streets and transfer to abutting property owners would appear to require a deed or other recognized form of conveyance appropriate to fee simple title.

B. Lines of Occupationversus Three-Rod Width

Practitioners frequently face difficulties in ascertaining determining which statute to apply in determining the width of an otherwise undefined public road easement. On the one hand the practitioner has statutory authority for fixing the width as the actual dimension between lines of occupation. [481] However, another statute allows practitioners to fix the width of undefined public roads at three rods. [482] Often the two statutes appear to conflict. It would seem

---

or user."); *Cleaves v. Braman, 103 Me. 154, 68 A. 857 (1907).* In *Drummond v. Foster, 107 Me. 401, 78 A. 470 (1910),* the court noted:

The deed does not fix or define the width of the way granted. But if the grantee, at the time of the grant, practically located the way of a width of eighteen feet, and the grantors then and for a long time subsequent acquiesced in this location, the parties intending to fix the width, this would operate as an assignment of the way, would show what the parties intended by the deed, and would have the same legal effect as if this width had been fixed by the deed.

Id. at 405-06, 78 A. at 474 (quoting *George v. Cox, 114 Mass. 382 (1874)).*

[431] See *Englishmans Bay Co. v. Jackson, 340 A.2d 198, 200 (Me. 1975)* ("He was to ascertain the objectively manifested intention of the parties in light of circumstances in existence recently prior to the execution of the conveyance."); *Northern Utilities, Inc. v. South Portland, 536 A.2d 1116, 1117 (Me. 1988)* ("We find the easement deed to be ambiguous; in order to ascertain the intent of the parties, we interpret the deed's language in the context of the circumstances under which it was drafted. In so doing, we draw reasonable inferences from the language employed."). See also *Saltonstall v. Cumming, 538 A.2d 289 (Me. 1988),* where the court stated:

Our prior cases have established that when, as here, the purposes of an express easement are not specifically provided, they are to be determined by the presumed intent of the parties at the time the grant is made. The parties' presumed intent must be determined "in light of the circumstances surrounding and leading to the execution of the deed."

logical that where lines of occupancy exist, the lines of occupancy should fix the road width rather than an arbitrary three-rod width. The width of public road easements generally is determined by either: (1) estoppel; (2) acquiescence; or (3) the theory that the lines of occupation are the best evidence of the width marked at the time of the original grant. **[*303]**

Figure 20

Insert Figure 20 here - Camera Copy

[cp85d,10]The results of using the improvements or a presumed width are often in conflict.

Practitioners face additional problems when no lines of occupancy exist along a particular part of an easement, even though clearly defined lines of occupation exist along the same road easement at a different location. The question facing a practitioner is whether the remote lines of occupation should be used to define the width for the entire road. Under the theory that occupation lines are the best evidence of the width intended by the original parties, remote occupation would be relevant. Under this theory a practitioner must drive along the entire length of the road to look for lines of occupation and use the dimension between these remote lines of occupation to fix the width for the entire public road easement.

Id. at 290 (quoting *Ware v. Public Serv. Co., 412 A.2d 84 (Me. 1980).* See also *Loose-Wiles Biscuit Co. v. Deering Village Corp., 142 Me. 121, 48 A.2d 715 (1946),* where the court noted, "To give the word … the meaning which reflects the intention of the parties to the contract we must go back to the day of its execution and consider the position of those parties with reference to the properties involved. It is in that manner that contracts should be construed." Id. at 131, 48 A.2d at 720.

[432] Title 23, 2952 (West 1992).

[433] See *Cleaves v. Braman, 103 Me. 154, 160-61, 68 A. 857, 859 (1907)* ("If the width of the way is not fixed by the deed nor determined by the parties, it will be held to be a way of convenient width for all the ordinary uses of free passage.").

[434] *107 Me. 401, 78 A. 470 (1910).*

[435] *Id. at 404, 78 A. at 471* (citations omitted). An example of the principle of adequate and reasonable width is that most ingress and egress easements will be held to be of sufficient width to allow vehicles to enter and exit.

[436] Title 23, 2103 (West 1992). The statute states:

When a highway survey has not been properly recorded, preserved or the termination and boundaries cannot be ascertained, the board of selectmen or municipal officers of any municipality may use and control for highway purposes 1 1/2 rods on each side of the center of the traveled portion of such way.

Id.

[437] Id. The statute further states:

When any real estate is damaged by the use and control for highway purposes of such land outside the existing improved portion and within the limits of 1 1/2 rods on each side of the center of the traveled portion, they shall award damages to the owner as provided in section 3005.

Id.

[438] Id. 6001 ("Through woodland and forest the land so taken shall not exceed 6 rods in width unless necessary for excavation, embankment or materials and through all land other than woodland and forest, the land so taken shall not exceed 4 rods in width unless necessary for excavation, embankment or materials.").

[439] See *D. L. & L. Corp. v. Leonard, 435 A.2d 743, 745 (Me. 1981).* For an interesting elaboration of the definition of "use" of the width of an easement during the prescriptive period, see *Cunningham v. Otero County Electric Coop., Inc., 845 P.2d 833, 836-37 (N.M. 1992).* In that case, the New Mexico Court held that electric utility poles located on one property provided adequate notice and allowed the width of a prescriptive easement to extend onto an adjoining property even without an actual physical invasion of the latter.

To complicate matters further, in some cases the dimensions between lines of occupation vary along the length of the road easement, both on and off the part of the road in question (see Figure 21). Several questions arise in this situation. Should the practitioner use the maximum, minimum, or average width? In using either the maximum, minimum, or average width, should practitioners confine their measurements to the part of the easement on the tract in question or survey all occupation lines along the entire easement length to determine a width? **[*304]**

Figure 21

Insert Figure 21 here - Camera Copy

[cp85d,10]The statute and case law are silent in the situation where the width between improvements varies.

C. New Road on Original Road

Other problems arise when a new public road is developed over an existing road and the dimensions differ. Which dimensions control when there is no formal action to condemn extra land or discontinue part of the old road?

D. Center or Far Side

As previously explained, [483] the common law holds that by implication title goes to the center of a public road easement (see Figure 22). However, Maine statutory law states the following:

A conveyance of land which abuts a town or private way, county road, highway or proposed, unaccepted way laid out on a subdivision plan recorded in the registry of deeds shall be deemed to convey all of the grantor's interest in the portion of the road or way which abuts the land … [484]

---

[440] Title 23, 2101 (West 1992).

[441] Elaborating on the need for municipal officers to comply with the requirements set forth in title 23, section 2101, the court in *Benton v. Maine State Highway Comm'n, 161 Me. 541, 215 A.2d 83 (1965),* said:

The municipal officers of the City of Saco were the mayor and aldermen… No authority is suggested permitting a petition in their behalf to be signed by the city clerk, or any persons other than themselves, or a ma

jority of their number …

...There is no statement either that the "location" of the boundaries is "lost" or that the true boundaries "can only be established by user, are doubtful, uncertain, or lost." No statutory reason is given to "locate, and define its limits and boundaries."

Jurisdiction must appear in the petition …

Id. at 545, 215 A.2d at 85 (citations omitted).

[442] See, e.g., *Benton v. Maine State Highway Comm'n, 161 Me. 541, 215 A.2d 83 (1965)* (relocation of highway held to be void in subsequent land damage case for failure to state essential jurisdictional facts in petition).

[443] A pre-1977 conveyance could have expressly given fee simple title but this would have been a rare event. After this date, the municipality would have acquired fee simple title by condemnation barring words to the contrary. See title 23, 3023 (West 1992).

[444] See *Rounds v. Ham, 111 Me. 256, 88 A. 892 (1913),* where the court stated:

(See Figures 22 and 23.)

The wording of the statute implies that the first lot sold in a subdivision would gain all the grantor's title in the road easement. Rather than stopping at the center, the first lot sold would gain fee-simple title to the entire width of the road in front of the lot (see **[*305]** Figures). This often leaves the status of the title in subdivision roads uncertain and open to varying interpretations.

Figures 22 and 23

Insert Figure 22 and 23 here - Camera Copy

[cp85d,10]Figure 22 shows the common law which generally presumes that the title goes to the center of public roads. The wording of the statute appears to modify the common law as show in Figure 23 and favors the earlier conveyances by conveying all the title in the road.

E. Sidelines

Since title extends to the center of public road easements, the question often arises as to how non-perpendicular parcel boundaries extend between the side of the easement to the center of the easement. In particular, do the boundaries continue to extend in the same direction or are they perpendicular to the center line of the road? [485] The choice is usually between projecting the boundary line along its original course or striking a line perpendicular to the center (shortest distance) as illustrated by the following figure. **[*306]**

Figure 24

Insert Figure 24 here - Camera Copy

When a road is referred to in a deed as one of the boundaries of the land conveyed, we should ordinarily suppose that something more than a mere location was meant. A road is a way actually used inpassing from one place to another. A mere survey or location of a route for a road is not a road.

Id. at 259, 88 A. at 893-94. See also *Brooks v. Morrill, 92 Me. 172, 42 A. 357 (1898),* where the court held:

The question is not free from difficulty, but it must be regarded as res judicata in this state… "A road is a way actually used in passing from one place to another. A mere survey or location of a route for a road is not a road. A mere location for a road falls short of a road as much as a house lot falls short of a house. Can the proposition be maintained that an invisible and unwrought location answers such a call better than a visible wrought road over which the public is passing daily? We think not."

Id. at 176, 42 A. at 358 (quoting *Sproul v. Foye, 55 Me. 162, 164-65 (1868)).*

[445] See *Dees v. Pennington, 561 So. 2d 1065, 1068 (Ala. 1990)* ("In the absence of evidence to the contrary, where a street is named in a deed as a boundary line, it must be taken that the parties intended the boundary to be the street as actually opened up and in use."). See also *Scott v. Hansen, 422 P.2d 525 (Utah 1966),* where the court noted:

One of [the rules of construction in determining a grantor's intent] is that fixed monuments or markers of a permanent nature which can be definitely identified and located take precedence over calls of courses or distances, or plats, or amounts of acreage. This is so because it is reasonable to assume that the parties are more apt to be familiar with such monuments or markers than with precise measurements, or with recorder's plats; consequently, giving precedence to the call to such a monument or marker results in less possibility of error and a greater likelihood of giving effect to the intent of the parties.

… The reference [in this conveyance] was to the county road as it actually existed and was observable by the parties involved, rather than to the theoretical county road shown by the straight line on the county plat.

Id. at 527-28.

[446] *438 A.2d 218 (Me. 1981).*

[447] Title 33, 463-469-A (West 1988).

[cp85d,10]The above figure illustrates the difference between the two methods of fixing the side boundaries within the public road easement.

Often, practitioners automatically and uncritically choose to project the property line along its original course into the right-of-way because of the straight-forward simplicity of that approach (in other words, continue the sideline boundary on a straight path to the center of the road). [486] Deeper reflection may lead to rejection of this method in many cases, however, because it may produce inequitable or absurd results. [487] Where a boundary comes to the road at an angle oblique to the right-of-way boundary, the abutting parcel's boundaries could converge short of the road's center, and thus the abutting parcel owner's title would not extend to the center of the right-of-way. In addition, the resulting road frontage could be reduced or enlarged to such an extent as to enrich unjustly one neighbor while denying another almost all benefit of the area within the easement. **[*307]**

Figure 25

Insert Figure 25 here - Camera Copy

[cp85d,10]In this example, extending the Lot C's boundaries causes them to intersect prior to reaching the center of the road. This fails to provide equitable distribution and leaves the common boundary between the adjoining lost of B and D uncertain.

The perpendicular method, also known as the right-angle and shortest distance methods, fixes the boundary at the shortest distance between the edge of the easement and the center of the road. The line fixed at the shortest

---

[448] *Franklin Property Trust v. Foresite, Inc., 438 A.2d at 223* (" "The purpose of the [Roads & Ways] Act is to clarify ownership of the land which underlies the public easement in roads and ways by giving statutory effect to the common law presumption that an abutting owner owned to the centerline of the road.' ") (quoting L.D. 983 (106th Legis. 1973)).

[449] The Franklin court noted:

[The words "private way"] commonly mean ways of a special type laid out by the public authority for the use of the public. Such " "private ways' are private only in name, but are in all other respects public...." The words [also] may well mean or include defined ways for travel, not laid out by public authority or dedicated to public use, that are wholly the subject of private ownership of the land upon which they are laid out by the owner thereof, or by reason of ownership of easements of way over land of another person.

Id. at 221-22 (quoting *Opinion of the Justices, 47 N.E.2d 260, 262-63 (Mass. 1943)).* The court further noted, "The term private way is used "not because the easement is the private right of the person benefited but rather to distinguish it from that class of ways the cost of which is met entirely from public funds.' " Id. at 222 (quoting *Browne v. Connor, 138 Me. 63, 67, 21 A.2d 709, 710 (1941)).*

[450] See *Coombs v. West, 115 Me. 489, 491, 99 A. 445, 445 (1916)* ("And it is undoubtedly true, that where a grant is bounded upon … a highway, … such … ways … are to be deemed monuments, located equally upon the land granted and the adjoining land, and in all such cases, the grant extends to the center of such monument." (quoting *Bradford v. Cressey, 45 Me. 9, 13 (1858)));* *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218, 223 (1981)* ("Under Maine law, a conveyance to or by the sideline of a public street gives rise to the rebuttable presumption that the grantor intended to convey title to the center of the street unless a contrary intent is indicated.").

[451] In *Stuart v. Fox, 129 Me. 407, 152 A. 413 (1930),* the court said:

"The rule by which the mention of a way as a boundary in a conveyance of land is presumed to mean the middle of the way, if the way belongs to the grantor, is not an absolute rule of law irrespective of manifest intention, like the rule in Shelley's case, but is merely a principle of interpretation adopted for the purpose of finding out the true meaning of the words used."

Id. at 413 (quoting *Crocker v. Cotting, 44 N.E. 214, 215 (Mass. 1896)).*

[452] Title 33, 463 (West 1988).

[453] *Low v. Tibbetts, 72 Me. 92 (1881).* In Low, the court noted:

distance always will be perpendicular or radial to the center line of the road. This method always will provide for an equitable apportionment of rights within the road easement. The apportionment will bear direct relation to the frontage along the right-of-way. Furthermore, the method is applied easily at the site by determining the shortest distance from the terminus of the marked boundary to the center line of the road. **[*308]**

Figure 26

Insert Figure 26 here - Camera Copy

[cp85d,10]In the above figure, a road crossed existing lot lines. Thereafter portions of the original lot on each side of the road were sold with the road called for as a boundary. To establish the boundaries within the road at right angles to the center where existing original lot line existed would cause gaps and overlaps.

Many courts select the perpendicular method for fixing property lines into the public easement along streams and highways. [488] There are two reasons for this choice. First, the courts opt for an equitable distribution of the area within the road easement. [489] Second, courts prefer a method that can be applied in most situations rather than a method that would require the court to revisit the question under varying circumstances. Of course, this method would not apply where the original lot lines were fixed and crossed the road at a diagonal. The perpendicular method would apply only where the grantor or her predecessor in title did not expressly indicate how the lot lines should be projected into the road (see Figure 26).

While the Law Court does not appear to have addressed the issue directly, [490] it has adopted the perpendicular method for non-tidal bodies of water [491] and has on several occasions noted that rivers and **[*309]** streams are highways of commerce. [492] The Law Court has stated that the rules of construction applied to streams are applicable to roads, and the reverse also has been asserted. [493] Consequently, logic and case law support the

---

The well settled doctrine in this State is, that a grant of land bounded on a highway, carries the fee in the highway to the centre of it, if the grantor owns to the centre, unless the terms of the conveyance clearly and distinctly exclude it, so as to control the ordinary presumption.

Id. at 94 (citing *Oxton v. Groves, 68 Me. 371, 372 (1878)).*

454 *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218, 223 (Me. 1981)* ("Under Maine law, a conveyance to or by the sideline of a public street gives rise to the rebuttable presumption that the grantor intended to convey title to the center of the street unless a contrary intent is indicated."). See also title 33, 460, 465 (West 1988 & Supp. 1995-1996). It should be noted that the courts have strictly construed any wording by the grantor that may appear to prevent title going to the center. *Wellman v. Dickey, 78 Me. 29, 30, 2 A. 133, 133-34 (1885).*

455 *Brooks v. Morrill, 92 Me. 172, 174, 42 A. 357, 357 (1898).*

456 *Inhabitants of Warren v. Inhabitants of Thomaston, 75 Me. 329, 331 (1883).*

457 In *Bradford v. Cressey, 45 Me. 9 (1858),* thecourt stated:

It is undoubtedly true, that where a grant is bounded upon a non-navigable fresh water stream, a highway, a ditch or party wall, or the like, such stream, way, ditch or wall, are to be deemed monuments, located equally upon land granted and the adjoining land, and in all such cases, the grant extends to the centre of such monument.

Id. at 13.

presumption that the boundaries extending between the center of the road and edge of the right-of-way within public road easements should be fixed at the shortest distance, perpendicular to the center.

F. Marginal Street Doctrine

Under the marginal street doctrine the grant of land along a street where the grantor had title to the far side, but no farther, conveys all the title in the street to the grantee. The presumption is that the grantor would not intend to keep a small strip between the center and far side of the road. [494] Maine does not appear to have addressed this particular question under the common law. However, certain statutes [495] would appear to support such an interpretation. While the situation is not uncommon, litigation involving this question is rare.

G. Government Subdivider

In some states the common law holds that a subdivision made by the government does not convey title in the roads to the abutting landowner; the government keeps the fee simple title underlying the **[*310]** roads. Ordinarily, the grantee stands to benefit most from having the title underlying a road easement conveyed to him. Where the government is the grantor, however, there remains an overriding interest for the government to retain title. Title retained by the government would allow the installation of utilities, ditches, drainage with accompanying tree removal, snow storage, and construction to go unimpeded and without requiring compensation to landowners. While this question does not appear to have been addressed directly by the Law Court, that court has addressed a similar issue with respect to range-ways. [496] Furthermore, the negative analogy used by the Law Court to justify title in railroad corridors as compared to road easements would support the proposition that title remained with the government where the government subdivided the property. [497]

---

[458] See, e.g., *Hardison v. Jordan, 141 Me. 429, 433, 44 A.2d 892, 894 (1945)* ("When there is nothing as here to indicate a different intention, the point of beginning of a boundary being on a road must be taken as in the center of the way."). See also title 33, 461 (West 1988).

[459] *Stuart v. Fox, 129 Me. 407, 420, 152 A. 413, 419 (1930)* ("This court has held that the words "to,' "from' and "by' are words of exclusion.").

[460] Should a parent expect her child to walk down the center of the road after expressly telling the child to walk "along" the road?

[461] *Id. at 415, 152 A. at 417* ("The rule is founded on considerations of expediency to prevent title to small remnants of land being left in remote grantors ....").

[462] *Brewster v. Churchill, 148 Me. 8, 14, 88 A.2d 585, 588 (1952)* ("The principle is undoubted that instruments of conveyance should be construed most strongly against grantors and in favor of grantees.").

[463] In *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218 (Me. 1981),* the court states:

Since no specific landowner is particularly concerned about maintaining the rights and limitations associated with the easement, the possibility is great that the right to the underlying fee in a long established public street or road may not explicitly appear in a recent record of title. In such instances, the potential for conflicting or ancient claims to land arising to hinder the marketability of land is manifest.

Id. at 225.

IX. Conclusion - Counseling the Client

A real estate attorney must have a thorough understanding of easements to ensure a successful practice dealing with real estate conveyance. Often the practitioner is in a position to counsel her client on creating new easements, for example, when creating a subdivision plan. After discussing most of the problems with easements, the practitioner must follow certain rules.

The practitioner should review carefully the proposed easement to make sure the easement is located properly and described adequately in terms of dimensions. The practitioner should make sure the allowable use is stated clearly. If utilities are to be installed in the access easement, they must be expressly allowed. It is advisable to define clearly conditions for termination of the easement so that the easement will not be a burden after its purpose or use has ceased. To avoid conflict, the easement should be monumented in the field and described clearly in the records. For certain easements, other statutory requirements also must be met. [498] To avoid the conditions that often arise

---

[464] The Law Court has embraced this rationale. In *Stuart v. Fox, 129 Me. 407, 152 A. 413 (1930),* the court noted:

The grantor, if he retains the fee in such a way, may own a long narrow strip of land which may not be of any great value to him . … In our opinion it loses sight of the most important consideration of all - that the presumption in the case of bounds on highways and streams is based, not so much on the fact that the grantor does not intend to retain that which is of no apparent benefit to himself, but rather on the assumption that he does not intend to withhold that which has a real and present advantage to his grantee. The views which we have here expressed appear to be sustained by courts of high authority.

Id. at 417-18, 152 A. at 418.

[465] See title 33, 467 (West 1988) for a codification of the common law recognizing that all abutting owners' title does not extend to the center.

by implication, the practitioner should ensure that the title underlying the easement is obvious. Consequently, he should exercise extra care to avoid merely calling or showing a parcel along or by the road without expressly stating

---

[466] Cf. *Warchalowski v. Brown, 417 A.2d 425, 428 (Me. 1980).*

[467] See title 33, 461, 465, 469-A (West 1988 & Supp. 1995-1996).

[468] See *Brooks v. Morrill, 92 Me. 172, 174, 42 A. 357, 357 (1898).*

[469] See title 33, 460-61, 465, 469-A (West 1988). Title 33, 469 (West 1988) adds: "This subchapter shall be liberally construed to effect the legislative purposeof clarifying the title to the land underlying roads and ways by eliminating the possibility of ancient claims."

[470] In *Low v. Tibbetts, 72 Me. 92 (1881),* the court states:

Is there enough in the language used, to exclude the street from the conveyance? The mere mention in the description of a fixed point on the side of the road as the place of beginning or end of one or more of the lot lines, does not seem to be of itself sufficient… Nor will similar language with, reference to monuments standing on or near the bank of a stream, in lines beginning or ending at such stream, prevent the grantee from holding ad medium filum aquae.

Id. at 94 (citations omitted). See also *Coombs v. West, 115 Me. 489, 491-92, 99 A. 445, 445 (1916).*

[471] In *Smith v. Hadad, 314 N.E.2d 435 (Mass. 1974),* the court stated:

"A majority of the court is of opinion, that it is a common method of measurement in the country, where the boundary is a stream or way, to measure from the bank of the stream or the side of the way; and that there is a reasonable presumption that the measurements were made in this way, unless something appears affirmatively in the deed to show that they began at the centre line of the stream or way."

Id. at 437-38 (quoting ***Dodd v. Witt, 29 N.E. 475, 476 (Mass. 1885)).*** See also *Haight v. Hamor, 83 Me. 453, 22 A. 369 (1891),* where the court stated:

In the case of Dodd v. Witt, after citing several cases in support of the general rule that a boundary on a way includes the soil to the centre of the way, the court add [sic]: "Not one of these cases, however, considers the construction to be given to a deed in which a highway is a point of departure of a measured line. … The rule is well established when the road is the terminus ad quem, but there is little authority when it is the terminus a quo, and there is no monument at the other end of the line. A majority of the court is of opinion that it is a common method of measurement in the country where the boundary is a stream or way, to measure from the bank of the stream or the side of the way, and that there is a reasonable presumption that the measurements were made in this way unless something appears affirmatively in the deed to show that they began at the centre line of the stream or way."

Id. at 460-61, 22 A. 372 (1891) (quoting ***Dodd v. Witt, 29 N.E. 475 (Mass. 1885))*** (citation omitted).

[472] See, e.g., *Coombs v. West, 115 Me. 489, 99 A. 445 (1916).* The court there noted:

"It is undoubtedly true, that where a grant is bounded upon a non-navigable fresh water stream, a highway, a ditch or a party wall, or the like, such stream, way, ditch or wall are to be deemed monuments located equally upon the land granted and the adjoining land, and in all such cases, the grant extends to the center of such monument. It is, however, competent for the grantor to limit his grant as he may choose."

Id. at 491-92, 99 A. at 445 (quoting Bradford v. Cressey, 45 Me. 2, 13 (1858)). The court also held that " "when walls, fences, and the like are referred to as monuments, if they are of considerable thickness or width, the boundary line is always in the center of the monument, as has been seen in the case with streams and highways.' " Id. at 493, 99 A. at 446 (quoting Tiedman, Real Property 838).

[473] See *Winslow v. Reed, 89 Me. 67, 70, 35 A. 1017, 1017 (1896)* ("When land is bounded on a private way, it extends only to the side line of the way."). See also *Bangor House Proprietary v. Brown, 33 Me. 309, 314 (1851).*

[474] In *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218 (Me. 1981),* the court stated:

Under Maine law, a conveyance to or by the sideline of a public street gives rise to the rebuttable presumption that the grantor intended to convey title to the center of the street unless a contrary intent is indicated. This presumption, however, does not apply when the land is bounded by a private way not dedicated to public use.

Id. at 223 (citations omitted).

[475] The legislature in a series of statutes codified the common law in regard to title underlying accepted and unaccepted roads. See, e.g., title 33, 461, 469-A (West 1988). But cf. *Bangor House v. Brown, 33 Me. 309 (1851),* where the court said:

As the law has been established in this State, when land conveyed is bounded on a highway, it extends to the centre of the highway; where it is bounded on a street or way existing only by designation on a plan, or as marked upon the earth, it does not extend to the centre of such way.

…

There is no indication in such cases of an intention on the part of the grantor to dispose of any more of his estate than is included by the description, with a right of way for its convenient use.

Id. at 314.

[476] In speaking about the statute the court in *Belfast Water Dist. v. Larrabee, 570 A.2d 828 (Me. 1990),* wrote: "We hold that the same rule should apply to discontinued public ways because, as with conveyances of land bounded by public ways, absent a contrary intent, the grantor should not be presumed to retain an interest that is a distinct benefit to the grantee." *Id. at 829-30* (Me. 1990).

[477] In *Stuart v. Fox, 129 Me. 407, 152 A. 413 (1930),* the court noted:

When we consider the real origin of the highway rule, that it had its foundation in the early customs of the people which gave to the abutting property owner, having title to the fee in the highway, certain rights in the highway of real advantage to him in the daily use of his adjoining land, we can see very little analogy between his situation and that of the owner of land bordering on a railroad right of way. The land owner beside the railroad has no use whatsoever of the railroad way. In fact he is absolutely excluded from it. The use of it by the railroad is altogether inconsistent with the idea that it could in any way be of advantage to his adjoining land. It is quite true that a railroad way is often referred to as a public highway. This designation has reference to the fact that it is open to the public for travel under the restrictions imposed by law; but it has never been considered that, for this reason, it has the other incidents of a public highway. … "It follows that the easement in lands taken for the purpose of a railroad is obviously vastly different from that in lands appropriated to the various kinds of other public ways." The court then indicates clearly what these differences are, one of which is that the railroad must have the exclusive occupation and control of its property without any interference by the adjoining land owner.

Id. at 417, 152 A. at 417-18 (quoting *Hayden v. Skillings, 78 Me. 413, 416, 6 A. 830, 831 (1886)).*

[478] Id.

[479] Id.

[480] See, e.g., title 23, 3026 (West 1992), which states "all remaining interests of the municipality shall pass to the abutting property owners to the center of the way." This is somewhat inconsistent if the abutting owner owns some portion more than half-way but less than the whole when the road is discontinued.

[481] Title 23, 2952 (West 1992 & Supp. 1995-1996).

[482] Id. 2103.

[483] See supra part VI, dealing with parcel boundaries in or along road easements.

[484] Title 33, 460 (West 1988).

[485] Of course, the deed or other operative document will control if that document specifically provides for projecting the sideline into the road easement according to a particular method.

limitations, to avoid unintended implied easements (see Figure 27). The servient and dominant estates should be described clearly in the supporting documents and rights made to vest immediately or within the parameters set by the Rule Against Perpetuities. The practitioner should avoid extending the use of easements to others not a party to

---

[486] Extending the boundary" and similar terms often have been used loosely in describing title extending to the limits of ownership. See, e.g., *Cottle v. Young, 59 Me. 105, 110 (1871).* However, when addressing the question directly, the courts recognize that more equitable methods are to be employed when the grantor's intent is not clear. See *Proctor v. Hinkley, 462 A.2d 465 (Me. 1983),* and in particular, *id. at 473 n.7.*

[487] *Treat v. Chapman, 35 Me. 34 (1852).*

[488] See *Carlino v. Barton, 349 N.Y.S.2d 535, 541-42 (1973).* This method has been widely used in establishing boundaries between states and countries. See, e.g., Sang-Myon Rhee, Sea Boundary Delimitation Between States Before World War II, *76 Am. J. Int'l L. 555 (1982).*

[489] Some courts will project the boundary line along its original course when that line is approximately perpendicular to the road right-of-way - in effect giving nearly the same results as the perpendicular method. See, e.g., *Langley v. Meredith, 376 S.E.2d 519, 523-24 (Va. 1989)* (discussing riparian rights).

[490] In *Bradley v. Wilson, 58 Me. 357 (1870),* the court stated:

If one of the lines is described as ending at a point on one side of a street opposite a point on the other side, we think there can be no doubt that a straight line between the two points must cross the street at a right angle. And such a description is too plain and too free from doubt to be controlled or affected by parol evidence.

Id. at 360.

[491] *Shawmut Mfg. Co. v. Town of Benton, 123 Me. 121, 124, 122 A. 49, 50 (1923)* ("By implication of law, in the absence of negativing words, the side lines of a riparian proprietor, whose estate is bounded by an innavigable river, are extended from the termini on the margin, at right angles from the stream, to include one half of the bed of the river.").

[492] *Smart v. Aroostook Lumber Co., 103 Me. 37, 46, 68 A. 527, 531 (1907); Warren v. Thomaston, 75 Me. 329, 332 (1883).*

[493] *Warren v. Thomaston, 75 Me. at 332-33* ("Whether the highway be by land or water, the same rule of construction must apply."); *Stuart v. Fox, 129 Me. 407, 411, 152 A. 413, 415 (1930)* ("An almost perfect analogy with the rule as to highways is that governing the boundaries of land on non-navigable streams."). See, e.g., *Brown v. Heard, 85 Me. 294, 297-98, 27 A. 182, 183 (1893).*

[494] *Everett v. Bosch, 241 Cal. App. 2d 648, 655 n.3 (1966)* ("The "marginal street' doctrine has been thus stated: "The grant of land adjoining a street or highway which has been wholly made from, and upon the margin of, the grantor's land is deemed to comprehend the fee in the whole of the street.' ") (citation omitted). See *Wolff v. Veterans of Foreign Wars, Post 4715, 74 A.2d 253 (N.J. 1950),* where the court stated:

The presumption is that the intention was to invest the grantee with all property rights in the full width of the highway. "Where the highway has been, as in the present case, wholly made from and upon the margin of the grantor's land, his subsequent grant of the adjoining land should be deemed to comprehend the fee in the whole road-bed, upon the same principle that exists for giving the fee to the center in the other cases. The grantor should be presumed to have intended by his conveyance the full investiture of the grantee with all appurtenant property rights in the highway."

Id. at 257 (quoting *Haberman v. Baker, 128 N.Y. 253, 259, 28 N.E. 370, 371 (1891)).*

[495] See, e.g., title 33, 460, 467 (West 1988).

[496] See, e.g., *Howard v. Hutchinson, 10 Me. 335 (1833).*

[497] See *Stuart v. Fox, 129 Me. at 417, 152 A. at 417.*

[498] See, e.g., title 33, 1401-1402 (West 1988), which govern solar easements.

the transaction, except to the public where dedication **[*311]** is intended. In this situation the title and conditions accompanying the acceptance should be made clear.

Figure 27

Insert Figure 27 here - Camera Copy

[cp85d,10]The practitioner should be wary of uninteded consequences and expressly state the extent of title.

In examining a parcel already benefiting from an easement, burdened by an easement, or calling for an easement as a boundary, the practitioner should investigate certain documents and conditions. If possible, she should examine the documents creating the easement to ensure that it was created properly. The location, dimension, and allowable use should be determined and compared with the then-existing situation at the site. The practitioner should be wary of several situations: (1) improvements intended to be within the easement that are outside the easement boundaries (for example, asphalt roads); (2) improvements meant to be outside the easement that are encroaching on the easement (for example, buildings); (3) overburdening of the easement (for example, for a contiguous parcel that was not benefitted originally by the easement); (4) improper use of the easement (for example, utilities located in private easements created after 1990 when such easements do not allow expressly for utilities); and (5) circumstances attending the extinguishment of the easement (for example, obstruction of the easement by the servient owner).

In some cases, the practitioner should examine carefully the site conditions and the sequence of conditions accompanying the original conveyancing to determine if there are implied, prescriptive, or common law easements. In other cases, the practitioner must examine carefully the latest documents dealing with former easements to determine if these easements were extinguished improperly or only partially extinguished. Possible easements or problems should be disclosed to the client.

If at all possible, practitioners should identify and describe parcel boundaries within easements. Where the location of the title **[*312]** boundary cannot readily be determined, the client nevertheless should be notified of this situation. Therefore the practitioner should place the following or similar wording on retracement plans or other documents depicting or describing land bounded by one or more roads where the title boundary cannot be established without litigation:

The owner of land adjoining roads may have ownership rights extending into the road. This document does not intend to limit, deny, or locate these rights. The boundaries as shown are the boundaries described in the deed and not necessarily the extent of title that passes by implication or operation of law.

For deed descriptions the following or similar language may be appropriate: Together with any right, title, or interest in the road that the grantor herein may have.

Similar notes would be appropriate for parcels bounded by water or burdened with common law easements.

Maine Law Review
Copyright (c) 1996 University of Maine School of Law

End of Document

Last updated July 12, 2019 11:31:41 am GMT

Hultzen v. Witham

Supreme Judicial Court of Maine, Cumberland

January 25, 1951, Decided

No Number in Original

Reporter
146 Me. 118 *; 78 A.2d 342 **; 1951 Me. LEXIS 5 ***

CLAUD H. HULTZEN ET AL. vs. GERTRUDE WITHAM; BEATRICE C. STAPLES vs. GERTRUDE WITHAM

Prior History: [*1]** ON EXCEPTIONS:

Action by co-owners in common of an easement against another co-owner for the alleged obstruction of a right of way by the erection of a sea wall. The defendant admitted the erection of the sea wall asserting that it constituted necessary and lawful repairs and improved the right of way for the benefit of all persons interested therein. To the direction of verdicts for the plaintiffs, defendant excepted. Exceptions sustained. Case fully appears below.

Disposition: Exceptions sustained in both cases.

Core Terms

co-owner, Street, easement, repairs, cases, beach, seawall, obstruction, susceptible, right of way, rights, question of fact, vehicular traffic, make repairs, private way, abutting, nuisance

Case Summary

Procedural Posture
Defendant co-owner challenged a judgment from the trial court (Maine), which granted a directed verdict to plaintiff lot owner in his action for damages that arose from the co-owner's alleged obstruction of a right of way by the erection of a sea wall.

Overview
The co-owner and the lot owner were owners in common of two rights of way to strips of land, known as extensions, that led to the beach. The co-owner constructed a sea wall across one of the extensions, and the lot owner brought an action for damages under Me. Rev. Stat. Ann. tit. 128, § 16, which alleged the sea wall obstructed his right of way. The co-owner alleged that the wall improved the right of way and was for the benefit of all interested persons. The trial court granted the lot owner a directed verdict, and the co-owner excepted. The court sustained the exceptions. The court ruled that the action involved the rights of one co-owner against another to have made repairs and improvements to an easement. The court held that the reasonableness of the improvements made by the co-owner was a question of fact for the jury, who should have been allowed to consider certain evidence with respect to whether the co-owner had obstructed or interfered with any reasonable use to which the way was or could have been made susceptible by the lot owner. Thus, because the question of whether there was such interference was never gave to the jury, the grant of a directed verdict was improper.

Outcome
The court sustained the co-owner's exceptions to the trial court's grant of a directed verdict to the lot owner in his action for damages that arose from the co-owner's alleged obstruction of his right of way to an easement they owned in common.

LexisNexis® Headnotes

Real Property
Law > ... > Remedies > Damages > General Overview

Real Property Law > Torts > Nuisance

Real Property Law > ... > Nuisance > Types of Nuisances > Public Nuisances

Real Property Law > Torts > General Overview

Real Property Law > ... > Nuisance > Types of Nuisances > Private Nuisances

Transportation Law > Bridges & Roads > Private Roads

HN1[] That one injured in his comfort, property, or the enjoyment of his estate by a common and public or a private nuisance may recover his damages against the person responsible therefor is the express mandate of Me. Rev. Stat. Ann. tit. 128, § 16 (1944). Section 7 of Me. Rev. Stat. Ann. tit. 128, defining certain nuisances, includes among them the obstructing or encumbering by fences, buildings, or otherwise, of highways, private ways, streets, alleys.

Civil Procedure > Trials > Judgment as Matter of Law > General Overview

HN2[] A verdict for one party should be directed whenever one returned for the other could not be sustained. The ruling is proper if the factual issue is not material. If it is material, it is well established that all the evidence pertinent to it must be viewed in the light most favorable to the defendant, as the party against whom the verdicts were directed. Such is always the rule in testing the propriety of directed verdicts.

Real Property Law > ... > Limited Use Rights > Easements > General Overview

Real Property Law > Encumbrances > Limited Use Rights > General Overview

HN3[] Where there are several owners in common of an easement such as a private way, each owner may make reasonable repairs which do not injuriously affect his co-owners, but he cannot make any alteration of the course of the easement or any change in its grade or surface which makes it less convenient and useful to any appreciable extent to anyone who has an equal right therein.

Real Property Law > ... > Limited Use Rights > Easements > General Overview

Real Property Law > Fixtures & Improvements > General Overview

HN4[] Each owner can use the entire width of the way and can fit it all for use at his reasonable discretion so long as he does not unreasonably impede any other co-owner in his use.

Real Property Law > ... > Limited Use Rights > Easements > General Overview

Real Property Law > Fixtures & Improvements > General Overview

Real Property Law > Encumbrances > Limited Use Rights > General Overview

HN5[] Whether or not the repairs made by one co-owner unreasonably impede another in his use of the way or seriously inconvenience him, in his own use of the way, depends upon the use to which the way is, or may be made susceptible. It is not a nuisance under Me. Rev. Stat. Ann. tit. 128, § 7, for one co-owner of an easement of passage to make repairs or improvements in a private way which do not obstruct or interfere with any existing use thereof, or any potential use to which the way is susceptible or may be made susceptible. The reasonableness of the improvements or repairs made by the owner of an easement of way is largely a question of fact.

Real Property Law > ... > Limited Use Rights > Easements > General Overview

Civil Procedure > Trials > Jury Trials > Province of Court & Jury

HN6[] As between co-owners in an easement of passage, in determining whether or not a way is, or may be made, susceptible for a particular use asserted by another co-owner, a jury should deal with actualities and not mere theories. Jurors may consider the practicability of subjecting a way to any proposed use, taking into consideration all existing factual questions. Among such questions are the actual location, the nature of the terrain, the soil, the exposure to, and action of, the sea, and whether or not if a usable way for vehicular traffic were constructed for passage to and from the beach, its reasonable permanence and stability could be assured. They may also consider the effect thereof on other uses to which the way might be subjected by abutting owners and others.

Real Property Law > ... > Limited Use Rights > Easements > General Overview

Real Property Law > Fixtures & Improvements > General Overview

Real Property Law > Encumbrances > Limited Use Rights > General Overview

HN7[] That which might constitute an invasion or obstruction of an easement by an absolute stranger to the title, that is, by one without scintilla of legal right, in the easement, or in the fee, may well be within the right of a co-owner of the easement to make and maintain. As against the stranger, the right of every owner of the easement to repel invasion thereof is absolute. As between co-owners, the rights to repair and improve, and the right to object to repairs and improvements, are only relative. Neither co-owner can interfere with the reasonable use of the way by any other for a purpose to which the same is or may be made susceptible.

Real Property Law > Fixtures & Improvements > General Overview

Civil Procedure > Trials > Jury Trials > Province of Court & Jury

HN8[] The true purpose for which repairs or improvements are made, and their suitability therefor, are questions of fact for a jury.

Headnotes/Summary

Headnotes

Directed Verdict. Easements. Co-owners. Repairs and Improvements.

A verdict should be directed for one party whenever one returned for the other party would not be sustainable and in testing the propriety of a directed verdict for one party, all pertinent evidence must be viewed in the light most favorable to the other.

Owners in common of an easement such as a right of way may make all reasonable repairs which do not affect his co-owners injuriously but cannot alter the grade or surface of such way as will make it appreciably less convenient and useful to a co-owner having equal rights therein.

Such owner cannot make repairs and improvements to a way designed solely to benefit his own property, although repairs are not rendered improper because of incidental benefit to such property.

As against strangers, the right of every owner of an easement to repel invasion is absolute. As between co-owners the rights to repair and improve, or object thereto, are relative.

Whether repairs made by one co-owner impeded or injured another co-owner in any use for which a way was or could have been made susceptible is a question for the jury to determine.

Counsel: Harry C. Libby,

Philip F. Thorne, for plaintiffs.

Frank P. Preti, for defendant.

Judges: SITTING: MURCHIE, C. J., THAXTER, FELLOWS, MERRILL, NULTY, WILLIAMSON, JJ.

Opinion by: MURCHIE

Opinion

[*119] [343]** MURCHIE, C. J. Bills of Exceptions of identical import, filed by the defendant, in each of these cases, challenge the propriety of the direction of verdicts for the plaintiffs, for nominal damages, on one of two counts, in each declaration, alleging that the defendant obstructed a right of way forty feet wide, identified as Morning Street Extension, by the construction of a sea wall across the full width thereof. On a second count, in each declaration, alleging the **[***2]** obstruction of another right of way, identified as Ashton Street Extension, by piling stones therein, motions of the plaintiffs to discontinue were granted prior to the direction of the verdicts.

The two rights of way are parts of strips of land delineated as streets, giving access to the shore or beach, on a "Plan of Lots at Higgins Beach," in the Town of Scarborough, recorded in the Registry of Deeds for Cumberland County on June 10, 1913, referred to hereafter as the "Plan." The plaintiffs assert their claims as owners of lots sold by reference to the Plan. A copy of a portion of it, introduced in evidence as Plaintiffs' Exhibit No. 1, is reproduced **[*120]** below, in its essential parts. It is stipulated that Bay View Avenue, shown thereon, runs approximately east and west.

[SEE EXHIBIT IN ORIGINAL]

All the strips of land delineated as streets on the Exhibit, and Bay View Avenue, are now public highways except the parts of Morning Street and Ashton Street which lie southerly of said Avenue. Such parts of Morning Street and Ashton Street are the rights of way referred to in the declarations, and in the evidence, as extensions. The beach lies southerly of Lots Nos. 201, 202, 203 **[***3]** and 204. The lot involved in the Hultzen case is not shown above, but is identified as Lot No. 109 on the Plan. The evidence makes it plain that it lies a short distance northerly of Lot No. 115 and fronts on Morning Street. The lot involved in the Staples case is Lot No. 194. The defendant is the owner of all the lots fronting on Morning Street Extension and on the easterly side of Ashton Street Extension.

The parties have stipulated that they have equal rights of way in both extensions, in common with other owners and subject to common usage. For an accurate determination **[*121]** of their rights, reference should be had to cases involving the sales of lots according to recorded plans. See *Sutherland v. Jackson, 32 Me. 80*; *Warren v. Blake, 54 Me. 276, **[**344]** 89 Am. Dec. 748*; *Young v. Braman, 105 Me. 494, 75 A. 120*; *Webber v. Wright, 124 Me. 190, 126 A. 737*. For present purposes we assume the rights to be as the parties have stipulated.

HN1[↑] That one injured in his "comfort, property, or the enjoyment of his estate by a common and public or a private nuisance" may recover his damages against the person responsible **[***4]** therefor is the express mandate of R. S., 1944, Chap. 128, Sec. 16. Section 7 of that chapter, defining certain nuisances, includes among them "the obstructing or encumbering by fences, buildings, or otherwise, of highways, private ways, streets, alleys," etc. The defendant admits that she constructed a sea wall across the full width of Morning Street Extension, at or about the point which marks the line between the southerly limit of Lots Nos. 201 and 202 and the beach. She asserts that it constitutes neither an obstruction nor a nuisance, relying on the fact, in support of which she presented a considerable volume of testimony, that the extension, as a private way, was unsuitable for any use prior to the construction of the sea wall, and that in the construction of it she provided steps for the use of pedestrians. She admits that the extension is not now available for vehicular use in passing to and from the beach. She raised the grade of it three feet, or to the approximate level of Bay View Avenue, after the wall was built, so that a single step is required to pass over it to the shore, although several are required on the beach side. The evidence presented on her behalf tends **[***5]** to prove that vehicular traffic upon Morning Street Extension, if ever possible, had ceased to be so some time prior to the building of the sea wall. Whatever the fact may have been when the Plan was made and recorded, the sea wall eliminated the possibility of the passage of vehicles to the beach over **[*122]** Morning Street Extension, if it had not been eliminated theretofore. The steps provided for the passage of pedestrians are inadequate to permit the passage of a vehicle of any kind.

A ruling of law that the question of fact concerning the usability of a right of way, that is not a public highway, for any particular use or uses, is not in issue in a case seeking the recovery of damages for an alleged obstruction of it, is implicit in the direction of the verdicts. There was a very definite conflict of evidence on that factual issue, applicable to a period of twenty years or more, which, if material, could only be resolved by a jury. *Jewell et al. v. Gagne, 82 Me. 430, 19 A. 917*. It is well established, however, that ***HN2***[↑] a verdict for one party should be directed whenever one returned for the other could not be sustained. *Jewell et al. v. Gagne, supra;* **[***6]** *Moore v. McKenney, 83 Me. 80, 21 A. 749, 23 Am. St. Rep. 753*; *Inhabitants of Woodstock v. Inhabitants of Canton, 91 Me. 62, 39 A. 281*; *Inhabitants of Wellington v. Inhabitants of Corinna, 104 Me. 252, 71 A. 889*. The ruling was proper if the factual issue is not material. If it is material, it is well established that all the evidence pertinent to it must be viewed in the light most favorable to the defendant, as the party against whom the verdicts were directed. Such is always the rule in testing the propriety of directed verdicts. *Heath v. Jaquith, 68 Me. 433*; *Lewiston Trust Co. v. Deveno et al., 145 Me. 224, 74 A.2d 457*.

There has been no occasion heretofore in this jurisdiction to resolve the issue which, restated in its simplest terms, is whether a strip of land laid out, and intended for use, as a right of way, is encumbered or obstructed, as a matter of law, by the erection of a barrier across it, by a co-owner of the right of way, whether or not such erection interferes with any use for which the way was, or might be made, susceptible.

[*123] These cases involve a *private* way as distinguished **[***7]** from a *public* way. Neither involves the respective rights of owners of dominant and servient tenements. On the record, neither of the plaintiffs, nor the defendant, have, or ever have had, any title to the fee in Morning Street Extension. *Sutherland v. Jackson,*

Warren v. Blake, and *Young v. Braman*, all *supra*. The only rights of either or any of them in that extension are those of co-owners in **[**345]** common in an easement of passage over the same as owners of lots delineated on the Plan. Nor in the present cases are we presented with problems arising from a physical intrusion upon or physical obstruction of an easement by an absolute stranger to the title.

The defendant by her pleadings seeks to justify the building of the sea wall across Morning Street Extension at the sea-ward end thereof, the filling in of the extension behind said sea wall, and the raising of the grade thereof to the approximate level of Bay View Avenue, and her lots of land on both sides thereof, as necessary and lawful repairs of a right of way. In her brief statement she says that:

> "she, the said defendant, by reason of then existing conditions and attending circumstances was obliged **[***8]** to make necessary and lawful repairs, not only to preserve said way for all who had a right therein, but to make it convenient and passable without which repairs said way had become greatly deteriorated and would have become impassable and of no use or value to the said defendant in her occupation and use of the lots of land owned by her to which said right of way was appurtenant. Said defendant further says that by her actions she has materially improved said way as to make it more useful and beneficial to said plaintiff and all others having an interest therein."

As above noted, these actions are brought by co-owners of an easement against another co-owner. They involve the right of one co-owner, as against another, to make repairs **[*124]** and improvements. The right of one co-owner in an easement to make repairs, as against the owner of the fee over which the easement passes, is not here in issue. Neither is the right of the owner of the fee to make changes or repairs within the limits of the way, as against the owner of the easement, in question. We are here concerned *only* with the rights of and between co-owners of the easement.

The general rules with respect to the **[***9]** right of one co-owner in an easement to repair and improve the same are well stated in 17 Am. Jur. 1005, Sec. 110:

> "HN3[] Where there are several owners in common of an easement such as a private way, each owner may make reasonable repairs which do not injuriously affect his co-owners, but he cannot make any alteration of the course of the easement or any change in its grade or surface which makes it less convenient and useful to any appreciable extent to anyone who has an equal right therein."

This general rule was recognized in *Rotch v. Livingston et al., 91 Me. 461, 475, 40 A. 426, 432*. It was there said that:

> "HN4[] Each owner can * * * use the entire width of the way and can fit it all for use at his reasonable discretion so long as he does not unreasonably impede any other co-owner in his use. This principle is recognized in the cases cited by the plaintiffs. *Killion v. Kelley, 120 Mass. 47*; *Kelley v. Saltmarsh, 146 Mass. 585, 16 N.E. 460*; *Nute v. Boston Cooperative Building Co., 149 Mass. 465*; *Vinton v. Greene, 158 Mass. 426, 33 N.E. 607*. In all these cases the proposed change was forbidden upon the **[***10]** sole ground of the *manifest detriment* to the objecting party in his own use of the way. *We find no case where the court interfered with the proposed change or use unless it was made to appear that the objecting party would be seriously inconvenienced in his own use of the way."* (Emphasis ours.)

[*125] The quotation *supra* from 17 Am. Jur. 1005, Sec. 110, is an almost verbatim quotation from *Killion et al. v. Kelley, 120 Mass. 47*, cited in *Rotch v. Livingston, supra.*

HN5[] Whether or not the repairs made by one co-owner *unreasonably impede* another in his use of the way or *seriously inconvenience* him, in his own use of the way, depends upon the use to which the way is, or may be made susceptible. It is not a nuisance under R. S., Chap. 128, Sec. 7, for one co-owner of an easement of passage to make repairs or improvements in a private way which do not obstruct or interfere with any existing use thereof, or any potential use to which the way is susceptible or may be made susceptible. "The reasonableness of the improvements or repairs **[**346]** made by the owner of an easement of way is largely a question of fact." 17 Am. Jur. 1006, **[***11]** Sec. 111; *Guillet v. Livernois, 297 Mass. 337, 8 N.E.2d 921, 112 A. L. R. 1300*.

HN6[] As between co-owners in an easement of passage, in determining whether or not a way is, or may be made, susceptible for a particular use asserted by another co-owner, a jury should deal with actualities and not mere theories. Jurors may consider the practicability of subjecting a way to any proposed use, taking into

consideration all existing factual questions. Among such questions, in these cases, are the actual location, the nature of the terrain, the soil, the exposure to, and action of, the sea, and whether or not if a usable way for vehicular traffic were constructed for passage to and from the beach, its reasonable permanence and stability could be assured. They may also consider the effect thereof on other uses to which the way might be subjected by abutting owners and others.

There was evidence in these cases from which the jury, if the issue had been submitted to it, could have found that Morning Street Extension, prior to the building of the sea wall, and the grading of the way between that sea wall and Bay View Avenue, had never been susceptible to, nor used, **[*126]** nor **[***12]** usable for, vehicular traffic to and from Higgins Beach. There was evidence from which it could have found that without the work done thereon by the defendant the way never had been, and never would have been, of any practicable use as a way, other than as a mere footpath through shifting and changing sands, due to inundation and washing by the sea by recurrent and seasonal high tides. There was evidence from which it could have found that the way could not reasonably have been placed and maintained in a condition that would have made it susceptible to use by vehicular traffic to and from Higgins Beach. There was evidence from which the jury would have been justified in finding that without a sea wall across it the way would have continued to be washed and gullied from time to time by the sea, and have become of less and less use for any purpose whatever; and that even if it were put in a condition susceptible for use by vehicular traffic to and from Higgins Beach it could not be permanently maintained in that condition without constant repairs and renewals. There was no evidence that any co-owner had ever attempted to make any repairs or improvements to Morning Street Extension to **[***13]** make it available for vehicular traffic to and from Higgins Beach. These were all questions of fact for the jury, which the jurors were entitled to consider in determining whether or not the defendant had obstructed or interfered with any reasonable use to which the way was or could be made susceptible by the plaintiffs.

It must be remembered that in these cases we are dealing only with the respective rights of co-owners of an easement. Their respective rights as between themselves are relative, not absolute. ***HN7***[⬆] That which might constitute an invasion or obstruction of an easement by an absolute stranger to the title, that is, by one without scintilla of legal right, in the easement, or in the fee, may well be within the right of a co-owner of the easement to make and maintain. *As against the stranger*, the right of every owner of the **[*127]** easement to repel invasion thereof is absolute. *As between co-owners*, the rights to repair and improve, and the right to object to repairs and improvements, are only relative. Neither co-owner can interfere with the reasonable use of the way by any other for a purpose to which the same is or may be made susceptible.

In any given case, **[***14]** the determination of whether there has been such interference is a question of fact for the jury. In these cases it was likewise a question of fact for the jury whether the construction of the sea wall by the defendant was a reasonable method of insuring the continued use of Morning Street Extension as a way for the benefit of her own property on each and both sides thereof, to which it was appurtenant, as well as for others entitled to use the same. In determining that question, it must be remembered that the defendant had no right to make repairs or improvements **[**347]** within the limits of the right of way solely for the protection of her lots abutting thereon, as distinguished from improvements and repairs for the purpose of improving the way as such. In these cases the defendant's only right in the way is a right of passage over the same in common with others. Her right to make repairs and improvements is incidental to that use alone. Protective construction *designed solely for the benefit of her lots must be made within the boundaries thereof*. Cases involving the right of an abutting owner, who also owns the fee over which a common way passes, to make repairs or improvements **[***15]** within the limits of the way for the protection of his abutting land, not inconsistent with the rights of the common owners of the way, are clearly distinguishable. Here too the rights of the parties are relative, not absolute. Of course, repairs and improvements properly made to facilitate the use of the way, as such, are not precluded because they may incidentally protect the abutting lands. ***HN8***[⬆] The true purpose for which repairs or improvements are made, and their suitability therefor, are questions of fact for a jury.

[*128] It was a question of fact for the jury in these cases whether or not the work done by the defendant impeded or injured the plaintiffs or either of them in any use of the way to which it was or could have been made susceptible. If not, the defendant could not be held to have obstructed or encumbered the private way in which she was a co-owner with the plaintiffs, nor could it be said that the plaintiffs, or any of them, were injured in his "comfort, property, or the enjoyment of his estate" by

either a common and public or a private nuisance. The plaintiffs would not be entitled to maintain their actions either under the statute or at common law.

By directing **[***16]** verdicts for the plaintiffs, essential questions of fact were taken from the jury, and were either decided in favor of the plaintiffs or considered immaterial by the presiding justice. This was error. The exceptions must be sustained.

Exceptions sustained in both cases.

End of Document

User Name: Grady Burns
Date and Time: Friday, July 12, 2019 2:49:00 PM EDT
Job Number: 92766740

Documents (4)

1. *Chase v. Eastman, 563 A.2d 1099*
   Client/Matter: -None-
   Search Terms: "easement" and "pave"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

2. *Ware v. Public Service Co., 412 A.2d 84*
   Client/Matter: -None-
   Search Terms: "easement" and "pave"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

3. *Saltonstall v. Cumming, 538 A.2d 289*
   Client/Matter: -None-
   Search Terms: "easement" and "pave"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

4. *33 M.R.S. § 458*
   Client/Matter: -None-
   Search Terms: "easement" and "pave"
   Search Type: Terms and Connectors
   Narrowed by:

Content Type	Narrowed by
Cases	Court: Maine

LexisNexis® | About LexisNexis | Privacy Policy | Terms & Conditions | Copyright © 2019 LexisNexis

Last updated July 12, 2019 02:01:59 pm GMT

Chase v. Eastman

Supreme Judicial Court of Maine

May 10, 1989, Argued ; August 15, 1989, Decided

Decision No. 5184, Law Docket No. CUM-87-294

Reporter
563 A.2d 1099 *; 1989 Me. LEXIS 223 **

CHARLES E. CHASE, et al. v. MERLE C. EASTMAN, et al.

Disposition: Judgment affirmed.

Core Terms

easement, waterfront, abandoned, reservation, cottages, docks, amend, counterclaim, inland, rights, plaintiffs', deeds, boat, placement, vehicles, fishing, feet, recreational activity, reasonably related, grant a motion, right to use, restricting, permanent, parties, easement holder, enjoyment, landfill, purposes, swimming

Case Summary

Procedural Posture
Plaintiff recreational users and defendant owners disputed whether the users had an easement on the owners' land allowing them recreational use thereof. After the owners sought to block the users' access to the land, the Superior Court, Cumberland County (Maine), granted the users a 15-foot easement for various recreation uses, enjoined the users from certain activities, and enjoined the owners from interfering with the use. Both sides appealed.

Overview
After the owners physically blocked the users' access to the land, they sued for an injunction preventing any obstruction and requiring the owners to remove two cottages that they had erected on the land. After entering judgment for a 40-foot easement, the trial court granted the owner's Me. R. Civ. P. 59(e) motion and amended the judgment to reduce the easement to 15 feet. Both parties were prohibited from certain activities and the users were denied an order removing the cottages. All parties appealed. The court affirmed the judgment. It upheld the trial court's holding that the users had an easement for recreation over the land, including a newly-created waterfront area and agreed that the users had abandoned a portion of the easement by failing to object to the owners' actions in building the cottages. The court also rejected a claim that the trial court abused its discretion by granting the owners' Rule 59(e) because the trial court's finding that the users had abandoned the residential portion of the property was inconsistent with its initial grant of a 40-foot easement. The trial court's grant of the owners' motion for leave to amend a counterclaim was likewise appropriate.

Outcome
The court affirmed the trial court's judgment granting a 15-foot easement to the users for certain specified recreational uses, denying a demand for an injunction requiring the owners to remove the cottages, granting the users' request for injunctive relief preventing any additional obstructions, and granting the owners' request for injunctive relief preventing certain activities by the users.

LexisNexis® Headnotes

Real Property Law > ... > Limited Use
Rights > Easements > General Overview

Transportation Law > Bridges & Roads > Public Use

HN1[] The sale of lots by reference to a plan conveys to the grantees and their successors the right to use the streets and other areas set aside on the plan.

Real Property Law > ... > Easements > Easement Creation > Express Easements

Real Property Law > Encumbrances > Limited Use

Rights > General Overview

Real Property Law > ... > Limited Use Rights > Easements > General Overview

HN2[] **Express Easements**

When the purpose of an express easement is not provided, the purpose is determined by reference to the actual or presumed intent of the parties at the time the grant is made. The intent of the parties is established by reference to the circumstances surrounding the conveyance.

Criminal Law & Procedure > ... > Reviewability > Preservation for Review > Abandonment

Real Property Law > ... > Easements > Easement Creation > Express Easements

Real Property Law > ... > Limited Use Rights > Easements > Termination of Easements

Real Property Law > Encumbrances > Limited Use Rights > General Overview

Real Property Law > ... > Limited Use Rights > Easements > General Overview

Real Property Law > ... > Easements > Easement Creation > General Overview

HN3[] **Abandonment**

Although mere non-use of an easement is not enough to constitute an abandonment thereof, an easement created by deed or grant may be extinguished by abandonment. An easement may be abandoned by unequivocal acts inconsistent with the further assertion of rights associated with the existence of the easement. The acts asserted as evidence of abandonment must be decisive and conclusive and thereby indicate a clear intent to abandon the easement. An easement holder's intention to abandon an easement may be shown from his failure to object to the erection of a permanent structure that prevents the enjoyment of the rights granted by the easement. The party who claims an abandonment has the burden of proof thereon.

Real Property Law > ... > Easements > Easement Creation > Easements through Eminent Domain

Civil Procedure > ... > Pleadings > Amendment of Pleadings > General Overview

Real Property Law > ... > Easements > Easement Creation > Express Easements

Civil Procedure > Judgments > Relief From Judgments > Altering & Amending Judgments

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

HN4[] **Easements through Eminent Domain**

The decision to grant a motion pursuant to Me. R. Civ. P. 59(e) is addressed to the discretion of the trial court and will stand on appeal absent an abuse of that discretion.

Civil Procedure > ... > Justiciability > Case & Controversy Requirements > Adverse Legal Interests

Civil Procedure > ... > Justiciability > Standing > Personal Stake

Real Property Law > Title Quality > Adverse Claim Actions > Quiet Title Actions

Civil Procedure > ... > Justiciability > Standing > General Overview

HN5[] **Adverse Legal Interests**

In order to have standing to assert a claim or cause of action, a party must assert a personal stake in the outcome of the litigation and present a real and substantial controversy touching on the legal relations of parties with adverse legal interests.

Civil Procedure > ... > Justiciability > Case & Controversy Requirements > Adverse Legal Interests

Civil Procedure > ... > Justiciability > Standing > Persona

l Stake

Real Property Law > ... > Easements > Easement Creation > Easement by Prescription

Civil Procedure > ... > Justiciability > Standing > General Overview

Real Property Law > Encumbrances > Limited Use Rights > General Overview

Real Property Law > ... > Limited Use Rights > Easements > General Overview

HN6[] Adverse Legal Interests

The owners of property over which a plaintiff claims an easement have a sufficient personal stake in the outcome of litigation addressing the scope of the easement to assert standing with respect thereto.

Civil Procedure > ... > Pleadings > Amendment of Pleadings > Leave of Court

Civil Procedure > Pleading & Practice > Pleadings > General Overview

Civil Procedure > ... > Pleadings > Amendment of Pleadings > General Overview

HN7[] Leave of Court

Me. R. Civ. P. 15(a) provides in part: A party may amend the party's pleading once as a matter of course at any time before a responsive pleading is served or, if the pleading is one to which no responsive pleading is permitted and the action has not been placed upon the trial calendar, the party may so amend it at any time within 20 days after it is served. Otherwise a party may amend the party's pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires.

Civil Procedure > ... > Pleadings > Amendment of Pleadings > Leave of Court

Civil Procedure > ... > Pleadings > Amendment of Pleadings > General Overview

HN8[] Leave of Court

Me. R. Civ. P. 15(a) expressly provides that leave to amend a pleading shall be freely given when justice so requires. Me. R. Civ. P. 15 is to be "liberally applied" to achieve the "just, speedy and inexpensive determination of every action," the goals set forth in Me. R. Civ. P. 1.

Civil Procedure > Appeals > Standards of Review > Abuse of Discretion

Civil Procedure > ... > Pleadings > Amendment of Pleadings > General Overview

HN9[] Abuse of Discretion

The decision to grant a motion to amend a pleading filed pursuant to Me. R. Civ. P. 15(a) is committed to the sound discretion of the hearing justice and reviewed only for an abuse of that discretion.

Counsel: Thomas E. Powers, Esq., (orally), Seaborn Associates, P.A., Portland, Maine, Attorney for the Plaintiffs.

Peggy L. McGehee, Esq., (orally), Perkins, Thompson, Hinckley & Keddy, Portland, Maine, Attorney for the Defendants.

Judges: [1]** McKusick, C.J., and Roberts, Wathen, Glassman, Clifford, Hornby and Collins, JJ.

Opinion by: CLIFFORD

Opinion

[*1099] The plaintiffs, Charles E. Chase, et al., own various parcels of inland real property on Thompson's Point in Naples. Thompson's Point is bordered, in part, by Sebago Lake and the Songo Bayou, formerly a portion of the Songo River. The defendants and counter-claimants, Merle C. Eastman **[*1100]** and Marlene J. Eastman, own two cottages located on waterfront property on the Songo Bayou. The Superior Court (Cumberland County, *Cleaves, J.*) found that the plaintiffs have an easement to use the Eastmans' property for walking, swimming, fishing, docking boats and other recreational activities and that all but a fifteen-foot strip of the easement has been abandoned by the plaintiffs. The court enjoined the plaintiffs from placing additional docks on the Eastmans' property and from parking vehicles on the residential portions of the property. The Eastmans **[**2]** were permanently

enjoined from blocking or otherwise restricting the plaintiffs' access to or use of their easement. The plaintiffs appeal and the Eastmans cross-appeal from the judgment of the Superior Court. For the reasons set forth below, we affirm the judgment.

I.

The history of this real property dispute takes us back to the early 1930's. In 1931, the Town of Naples approved a plan (the "1931 Plan") subdividing a large tract of real property on Thompson's Point into numerous inland and waterfront lots, private ways and waterfront areas designated on the plan as "reservation" or "reserved." [1] The plan was recorded in the Cumberland County Registry of Deeds. The property was owned by Guy Dunton through a corporate entity. A revised plan including additional lots was also approved by the Town of Naples and recorded in 1932 (the "1932 Plan"). The Superior Court found that the reservation areas were set aside to provide the purchasers of inland lots with access to and use of the waterfront.

The focus of this dispute is on the easternmost reservation area indicated **[**3]** on the 1931 and 1932 Plans. The property is, in part, located at the end of a private way now known as Turtle Lane. During the 1950's, Donald Rogers, who was employed by Dunton, dredged a portion of the Songo River and placed landfill on the reservation area and on an island created in the river across from the property. The landfill altered and extended the shoreline of the reservation area. The navigable body of water between the reservation area and the man-made island is now known as the Songo Bayou.

Through two conveyances, Rogers acquired title to the reservation area "subject to all easements and rights of others which may exist." Rogers later divided the property into four numbered lots and, during the early 1970's, built two cottages on the property. The Eastmans purchased the cottages from Rogers and ultimately acquired title to the entire reservation area. Rogers also sold the Eastmans two inland lots adjacent to Turtle Lane.

The plaintiffs made various uses of the reservation area. Plaintiff Irene Harriman, who purchased several inland lots in 1950, used the waterfront of the disputed property for fishing and to moor her boat. She was aware that the cottages were being built **[**4]** on the reservation area, but did not object to their construction or presence. All of the other plaintiffs acquired their inland lots during or after the construction of the Eastmans' cottages. The plaintiffs generally used the waterfront of the reservation area for walking, fishing and other recreational activities. Some of the plaintiffs installed boat docks on the portion of the reservation area located at the end of Turtle Lane.

The plaintiffs, owners of inland lots, each have a deed connected in a chain of title back to Dunton, the common grantor who subdivided the property and recorded the 1931 and 1932 Plans. Those deeds refer to either or both the 1931 or 1932 plans, and contain an express grant with the following or similar language:

> The right in common with others to use the private ways laid out on said plan and also the right to use the parcels marked 'Reservations' on the said plan, but without unreasonably restricting or interfering with the reciprocal rights of **[*1101]** others to the use of said ways and reserved sections.

During the summer of 1984, Mr. Eastman informed the plaintiffs that he owned the entire easternmost reservation area and that they had to remove their **[**5]** docks and boats from his property. The following spring, despite the written objections of the plaintiffs, the Eastmans blocked the end of Turtle Lane with a pile of gravel, thereby restricting the plaintiffs' access to the waterfront.

The plaintiffs filed a complaint in the Superior Court seeking an order enjoining the Eastmans from blocking access to the waterfront and requiring them to remove the two cottages. The plaintiffs also sought a declaratory judgment defining the scope of their claimed easement to use the Eastmans' property. The Eastmans' amended counterclaim alleged, in the alternative, that the plaintiffs had no easement, or if an easement did exist, it had been abandoned or was limited to pedestrian access and did not extend to the landfill portions of the property created since 1931.

Following a nonjury trial, the court found that (1) the plaintiffs have an easement allowing them, in common with others, to use the Eastmans' property for access to the waterfront for all purposes reasonably related to the enjoyment of the waterfront; (2) the placement of landfill on the waterfront of the property served to extend the easement from its original terminal point to the new **[**6]** shore front; and (3) the plaintiffs abandoned a portion of their easement. The intent to abandon was evidenced by their failure, and the failure of their

---

[1] The Superior Court attached no significance to the minor variation in the words used to label the waterfront areas.

predecessors in title, to object to the construction of the cottages. The court did not find abandonment of "an appropriate strip of land along the waterfront . . . sufficient for the reasonable use and enjoyment of the waterfront area by the plaintiffs." The court concluded that:

> [the] plaintiffs have the right to use [the Eastmans' property] for swimming, fishing, boating and boat docking, sunbathing and other reasonably related recreational pursuits with the exception that . . . such use is limited to an area along the shore front and extending back a uniform distance of forty (40) feet from [the] shore front.

The court permanently enjoined the Eastmans from restricting or impeding the plaintiffs' right-of-way across or use of the property. The court also ordered the Eastmans to pay for the damage to a dock they removed from the waterfront. Subsequently, the court, after taking a view of the property, granted the Eastmans' motion pursuant to M.R. Civ. P. 59(e) to alter or amend the judgment by reducing the width of the easement from **[**7]** forty to fifteen feet. The Eastmans appealed and we remanded the case to the Superior Court for lack of a final judgment on the Eastmans' counterclaim.

Upon remand, the Eastmans, pursuant to M.R. Civ. P. 15(a) and (b), moved to amend the counterclaim. The court granted the motion to amend. The amended counterclaim alleged that, in the event the easement included the right to place docks on the waterfront, it did not permit the placement of *additional* docks or the use of motor vehicles on the property because the additional uses "would unreasonably interfere with and impair each easement holder's correlative rights to sunbathe, fish, picnic and swim." Following a testimonial hearing on the amended counterclaim, the court issued an order on remand and, later, an order correcting judgment pursuant to M.R. Civ. P. 60(a) restricting the placement of any additional docks on the waterfront or the parking of vehicles. The plaintiffs appealed and the Eastmans cross-appealed from the corrected judgment.

II.

Contrary to the contentions of the Eastmans, it was not error for the Superior Court to find that the plaintiffs have an easement to use the Eastmans' property in common with others **[**8]** for access to the waterfront. [2] The court also properly found **[*1102]** that the plaintiffs' "right to use" the Eastmans' property entitled them to use the property for all purposes reasonably related to the enjoyment of the waterfront, including, but not limited to, walking, swimming, fishing and mooring and fueling of watercraft [3] **[**9]** and that the placement of landfill on the waterfront extended the easement from its original terminal point to the newly created waterfront. [4]

The court also found, contrary to the contentions of the plaintiffs, that the failure of the plaintiffs or their predecessors to object to the construction of the cottages evidenced their intent to abandon their easement to use that portion of the Eastmans' property on which the cottages are constructed.

HN3[↑] Although mere non-use is not enough, an easement created by deed or grant may be extinguished by abandonment. *Adams v. Hodgkins, 109 Me. 361, 364, 84 A. 530 (1912)*. An easement may be abandoned by unequivocal acts inconsistent with the further assertion of rights associated with the existence of the easement. *25 Am. Jur. 2d Easements and Licenses § 103*, at 507-08 (1966). The acts asserted as evidence of abandonment must be decisive and conclusive and thereby indicate a clear intent to abandon the easement. *Id.* at 507. We have previously

---

[2] This finding was based on the express language in the plaintiffs' deeds and the various references in the deeds to the 1931 and 1932 Plans. ***HN1***[↑] The sale of lots by reference to a plan conveys to the grantees and their successors the right to use the streets and other areas set aside on the plan. *Callahan v. Ganneston Park Dev. Corp., 245 A.2d 274, 278 (Me. 1968)*; *Arnold v. Boulay, 147 Me. 116, 83 A.2d 574, 576-77 (1951)*.

[3] The plaintiffs' deeds provide them with the "right to use" the Eastmans' property, but the deeds do not expressly state the scope and general purpose of the easement. ***HN2***[↑] When the purpose of an express easement is not provided, the purpose is determined by reference to the actual or presumed intent of the parties at the time the grant is made. *See Saltonstall v. Cumming, 538 A.2d 289, 290 (Me. 1988)*. The intent of the parties is established by reference to the circumstances surrounding the conveyance. *Ware v. Public Serv. Co. of New Hampshire, 412 A.2d 84, 86-87 (Me. 1980)*. It was not error for the Superior Court to conclude that the original grantor intended that the purchasers of the inland lots and their successors in title would have the right to use the Eastmans' property for all purposes reasonably related to the use of the waterfront.

[4] *See State v. Yates, 104 Me. 360, 362-64, 71 A. 1018 (1908)* (natural or man-made extension of waterfront does not serve to terminate easement to use waterfront).

held that an easement holder's intention to abandon an easement may be shown from his failure to object to the erection of a permanent structure that prevents the enjoyment of the rights granted **[**10]** by the easement. *Fitzpatrick v. Boston & Maine R.R., 84 Me. 33, 37-38, 24 A. 432 (1891)* (failure to object to erecting houses of a "permanent character" obstructing easement supported finding that easement was abandoned); *Ballard v. Butler, 30 Me. 94, 98-99 (1849)* (failure of easement holders to object to covering of well by permanent brick and wood structure resulted in abandonment and extinguishment of easement to use well).

As the party claiming an abandonment, the Eastmans had the burden of proof. 1 C.J.S. *Abandonment* § 9, at 15 (1985). Here, as in *Fitzpatrick* and *Ballard*, the plaintiffs and their predecessors in title did not object to the construction of the permanent structures on the Eastmans' property. The cottages were constructed during the early 1970's. One plaintiff, who owned inland lots since 1950, testified that she was aware that the cottages were being built, but voiced no objection to the construction. Another plaintiff testified that he was aware that there were cottages on the Eastmans' property when he purchased his inland lot in 1973. Despite the presence of the cottages, he and the other plaintiffs used the waterfront of the Eastmans' property for **[**11]** recreational activities, but voiced no objection to the presence of the cottages until the commencement of this litigation. Because of the failure of the plaintiffs to object to the construction and continued presence of the cottages, it was not clear error for the court to conclude that a portion of the plaintiffs' easement was extinguished by abandonment. [5]

[*1103] III.

After the court's initial finding that the plaintiffs abandoned a portion of their easement, i.e., all but an area along the waterfront extending back a uniform distance of forty feet, the Eastmans filed a motion to alter or amend the judgment pursuant to M.R. Civ. P. 59(e). The court, after a hearing on the motion and taking a view of the property, granted the motion and reduced the width of the remaining unabandoned easement from forty to fifteen feet. ***HN4***[⬆] The decision to grant a motion pursuant to M.R. Civ. P. 59(e) is addressed to the discretion of the trial court and will stand on appeal absent an abuse of that discretion. **[**12]** *Lincolnville v. Hemenway, 543 A.2d 1375, 1376 (Me. 1988)*; *Arnheiter v. Carreiro, 539 A.2d 629, 630 (Me. 1988)*.

The court was confronted with the issue of whether the plaintiffs had abandoned all or part of their easement. The court concluded that the plaintiffs had abandoned their easement to use the residential portion of the Eastmans' property, but retained an easement to use a forty-foot strip of the property along the waterfront. Upon reexamination after the court took a view of the property, it became clear that the forty-foot easement came within six feet of on of the Eastmans' cottages. It was not clear error for the court to conclude that a forty-foot easement was inconsistent with its finding that the plaintiffs had abandoned their easement to use the residential portion of the Eastmans' property. The court, accordingly, reduced the width of the easement to fifteen feet. The court acted within the proper exercise of its discretion in granting the motion to alter or amend, and it was not clear error for it to conclude that the plaintiffs had abandoned all but fifteen feet of their easement. *Cates v. Farrington, 423 A.2d 539, 541 (Me. 1980)*.

IV.

The Eastmans' initial appeal to the Law Court from the Superior Court's amended order was remanded for lack of a final judgment on their counterclaim. **[**13]** The Eastmans thereafter filed a motion pursuant to M.R. Civ. P. 15 to amend the counterclaim to seek a declaration that any easement rights of the plaintiffs did not include the right to park vehicles and other equipment or place additional docks or other structures on the waterfront of the reserved area. The Eastmans alleged that such vehicles or additional docks in that area would unnecessarily interfere with their rights and the correlative rights of all easement holders. [6]

---

[5] Because we affirm the finding of abandonment, we need not address the Eastmans' argument that the plaintiffs are barred from asserting an easement on the grounds of waiver, estoppel and laches.

[6] We reject the plaintiffs' contention that the Eastmans lack standing to raise any issue relating to the correlative rights of easement holders. ***HN5***[⬆] In order to have "standing" to assert a claim or cause of action, "[a] party must assert a personal stake in the outcome of the litigation and present a real and substantial controversy touching on the legal relations of parties with adverse legal interests." *Franklin Property Trust v. Foresite, Inc., 438 A.2d 218, 220 (Me. 1981)*. ***HN6***[⬆] As the owners of the property over which the plaintiffs claim an easement, the Eastmans have a personal stake in the outcome of any litigation addressing the scope of the

[14]** The court granted the motion to amend and, following a testimonial hearing, issued an order on remand, and later, an order correcting judgment pursuant to M.R. Civ. P. 60(a). The court noted that the plaintiffs' deeds each contain an express grant to use the reservation area "in common with others . . ., but without unreasonably restricting or interfering with the reciprocal rights of others to the use of said ways and reserved sections." The court found that the intent of the original grantor was to provide the inland property owners with access to and use of the waterfront for all purposes reasonably related to the enjoyment of the waterfront. The court further found that the placement of any additional docks on the waterfront of the reserved area would "unreasonably restrict the rights of all common easement holders" to use the easement for recreational activities other than boating and restricted the placement of docks, and the presence of vehicles and equipment.

[*1104] The plaintiffs argue that the amendment to the counterclaim should not have been allowed pursuant to M.R. Civ. P. 15 because it was beyond the scope of our remand order. That order remanded the case to the Superior Court **[**15]** "for such further proceedings . . . as are necessary to dispose of all pending claims." The plaintiffs maintain that the issue of additional docks was not a "pending" claim.

HN7[] M.R. Civ. P. 15(a) provides in relevant part:

> A party may amend the party's pleading once as a matter of course at any time before a responsive pleading is served or, if the pleading is one to which no responsive pleading is permitted and the action has not been placed upon the trial calendar, the party may so amend it at any time within 20 days after it is served. Otherwise a party may amend the party's pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires.

HN8[] The rule expressly provides that leave to amend a pleading "shall be freely given when justice so requires." *See* *Barkley v. Good Will Home Ass'n, 495 A.2d 1238, 1240 (Me. 1985)*. We have recognized that M.R. Civ. P. 15 should be "liberally applied" to achieve the "just, speedy and inexpensive determination of every action," the goals set forth in M.R. Civ. P. 1. *Rancourt v. City of Bangor, 400 A.2d 354, 356 (Me. 1979)*. *HN9*[] The decision to grant a motion to amend a pleading **[**16]** is committed to the sound discretion of the hearing justice and reviewed only for an abuse of that discretion. *Miller v. Szelenyi, 546 A.2d 1013, 1022-23 (Me. 1988)*; *Young v. Greater Portland Transit Dist., 535 A.2d 417, 418 n.1 (Me. 1987)*.

A central issue in the proceedings below was whether the plaintiffs had an easement to use the Eastmans' property for recreational purposes. The court established that the plaintiffs did in fact have an easement and that the easement entitled them to use the property for sunbathing, swimming, fishing, boating and other reasonably related recreational activities. The remand order was issued by this court precisely because the counterclaim remained pending before the Superior Court. The amendment to the counterclaim permitted the court to consider an issue that was certain to be a source of continuing controversy: whether the presence of vehicles and the placement of additional docks on the waterfront would interfere with the rights of other easement holders. It was not an abuse of discretion for the court to grant the Eastmans' motion to amend the counterclaim, and not clear error for the court to limit the use of the waterfront area by the **[**17]** plaintiffs.

Judgment affirmed.

End of Document

easement. The plaintiffs have maintained that their easement entitles them to use all of the Eastmans' property for recreational activities. The Eastmans, in contrast, have argued that the plaintiffs do not have an easement. The parties clearly have "adverse legal interests." *Id. at 220*.

Last updated July 12, 2019 02:01:55 pm GMT

Ware v. Public Service Co.

Supreme Judicial Court of Maine

March 14, 1980

Law Docket No. Yor-79-27

Reporter
412 A.2d 84 *; 1980 Me. LEXIS 530 **

JESSE P. WARE v. PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Disposition: [1]** The entry will be: Appeal denied. Judgment affirmed.

Core Terms

easement, deed, purposes, electric, right to use, poles, conveyed, right of way, reservation, parties

Case Summary

Procedural Posture
Plaintiff property owner appealed from a judgment of the Superior Court, York County (Maine), denying him injunctive relief and damages against defendant public utility in connection with the erection of poles by the public utility and the intended maintenance of electric wires in and over a private way owned by the property owner, the alleged trespass being at the request of abutting owners on the private way.

Overview
The property owner took possession of his property under a deed which specifically reserved a portion of the property for use as a private road. The road led to a subdivision, and purchasers of lots sought to have a public utility provide electrical service. The court stated that the issue was whether the grant of the right to use the road for all purposes included the right to erect poles along the road on which might have been strung wires for the transmission of electricity. The court held that the all-inclusive purpose clause had to be construed in accordance with the presumed intentions of the parties, which were to be determined in the light of the circumstances surrounding and leading to the execution of the deed. It was only reasonable to conclude that the parties contemplated that the purchasers of residential lots would have the right to have electricity brought into their homes through the road. Anything less would have made their residences unlivable according to the standards to which people then were accustomed. If the parties had intended otherwise, it was unlikely they would have granted an easement in such broad terms as the right to use the road for all purposes.

Outcome
The court denied the appeal and affirmed the dismissal of the property owner's complaint seeking to prevent the public utility from erecting electric lines along a private road.

LexisNexis® Headnotes

Energy & Utilities Law > Pipelines & Transportation > Electricity Transmission

Energy & Utilities Law > Electric Power Industry > State Regulation > General Overview

Real Property Law > ... > Limited Use Rights > Easements > Public Easements

Business & Corporate Law > Agency Relationships > General Overview

Business & Corporate Law > ... > Duties & Liabilities > Authorized Acts of Agents > General Overview

Energy & Utilities Law > Pipelines & Transportation > Easements & Rights of Way

Real Property Law > Torts > Trespass to Real Property

Torts > ... > Duty On

Premises > Trespassers > General Overview

Torts > Premises & Property Liability > Trespass to Real Property > General Overview

HN1[] **Electricity Transmission**

If the principal be not a trespasser, his agent acting with his authority would not be also. This is the converse of the doctrine that if the principal is a wrongdoer, the agent is a wrongdoer too.

Transportation Law > Bridges & Roads > Easements

Real Property Law > ... > Easements > Easement Creation > Express Easements

Real Property Law > Encumbrances > Limited Use Rights > General Overview

Real Property Law > ... > Limited Use Rights > Easements > General Overview

HN2[] **Easements**

If a deed specifies the particular purpose for which the easement or right of way is granted, then the grantee cannot use it for other purposes. While the use cannot be enlarged beyond the scope intended by the parties as manifested by the natural meaning of the stated terms of the grant, yet, deeds will not be so narrowly construed as to prevent the beneficial use by the grantee of what is granted, in the manner and for the purposes fairly indicated by the easement grant as interpreted under all the circumstances existing at the time of the execution of the deed.

Real Property Law > ... > Limited Use Rights > Easements > General Overview

HN3[] When an easement arises from unrestricted grant or reservation, the measure of right or use is its availability for every reasonable use to which the dominant estate may be devoted, which may vary from time to time with what is necessary to constitute full enjoyment of the premises.

Counsel: Attorney for Plaintiff: McEachern & Thornhill. Dan W. Thornhill, Esq. (orally). Kittery, Maine.

Attorney for Defendant: Pierce, Atwood, Scribner, Allen, Smith, & Lancaster. Everett P. Ingalls, Esq. (orally). Portland, Maine.

Judges: Dufresne, A.R.J., wrote the opinion. McKusick, C. J., Pomeroy and Archibald, JJ., did not sit.

Opinion by: DUFRESNE

Opinion

[*84] This is an appeal by the plaintiff, Jesse P. Ware, from a judgment of the Superior Court, York County, denying him injunctive relief and damages against Public Service Company of New Hampshire (Public Service) in connection with the erection of poles by the public utility and the intended maintenance of electric wires in and over a private way owned by the plaintiff, the defendant's alleged trespass being at the request of abutting owners on the reference private way. We deny the appeal and affirm the judgment of the Superior Court.

Island Acres, Inc. (Island Acres) was the common owner of the land presently owned by the plaintiff Ware and Malcolm Mellor and Valerie Anne Galton (Mellor and Galton), abutters on Tower Road, so-called. In **[*85]** 1950 Island Acres **[**2]** recorded a subdivision plan of its substantial real estate holdings on Gerrish Island in Kittery Point, Maine. The plan delineated some seventy-three (73) house lots, fifty-nine of which were bisected by the Tower Road (thirty-two being to the north of the road and twenty-seven to the south). The plan showed that Tower Road intersected Goodwin Road at its westerly terminus.

In 1958, Island Acres, by reference to the subdivision plan, conveyed twenty-two lots to Theodore and Marilyn Curtis, including lots numbered 427, 428 and 429, situated on the northerly side of Tower Road. These three lots through mesne conveyances became the property of Malcolm Mellor and Valerie Anne Galton by deed dated April 3, 1973.

The Curtis deed conveyed the following easement right:

> "Granting and conveying *the right to use, for all purposes, a way or road known as the* Goodwin Road and *Tower Road*, so-called, leading from the Goodwin Road to the lots herein conveyed." (Emphasis supplied)

The intervening deeds as well as the deed to Mellor and

Galton contained identical language.

In 1965, Island Acres conveyed by metes and bounds one large parcel of land, situated on Gerrish Island, **[**3]** to Clark B. and Mildred J. Bristol. The deed contained the following "exception and reservation" worded as follows:

> "Excepting and reserving from this conveyance 40 feet right-of-way for Tower Road, and 20 feet for one half the width of Goodwin Road to whomsoever may have these rights and for future acceptance by the Town of Kittery of either or both of these Roads, such rights of way being on centerlines (sic) of said Roads as now platted of record."

In 1970, the plaintiff purchased a portion of the Bristol property, including land lying on the southerly side of the Tower Road on which he maintains a home. His deed carried the identical "exception and reservation" in regards to the Goodwin and Tower Roads which the Bristol deed had.

In the year following their 1973 land purchase on Tower Road, Doctors Mellor and Galton requested Public Service to furnish them electrical service for their building on Gerrish Island. At the utility's suggestion, the doctors executed an easement deed acknowledged November 26, 1974 which granted Public Service permission "as owners of a prior easement" to bring in the service "over, under, and across the right-of-way known as Tower Road **[**4]** on Gerrish Island, so-called, in Kittery," the extension to start at Public Service's distribution pole #148/6 on Tower Road. This stated pole was the last one of the existing distribution system on Tower Road and was situated across the road from the plaintiff's residence. Public Service had entered, cut down some timber, and put three poles in place when the instant action was commenced.

Public Service justifies its actions in Tower Road either under license or assignment in part of their easement rights by Mellor and Galton. [1] If Mellor and Galton, by reason of their easement privileges in Tower Road, have the right to erect poles along the road and to have wires strung on those poles for the transmission of electricity to their abutting property for the purpose of providing their building with electrical facilities, then the implementation of that right by Public Service at the request of the owners of the easement would nullify the concept of trespass and be a valid defense thereto. ***HN1***[↑] If the principal be not a trespasser, his agent acting with his authority would not be also. This is the converse of the doctrine that if the principal is a wrongdoer, the agent is a wrongdoer **[**5]** too. See *Kimball v. Billings, 55 Me. 147, 151 (1867)*. See also *Davis v. Jefferson County **[*86]** , 82 W.Va. 357, 95 S.E. 1042, 1044 (1918)*; *Kelly v. Schmelz, 439 S.W.2d 211, 214 (Mo.App. 1969)*.

The issue is, whether the grant of the right to use, for all purposes, the road known as Tower Road included the right to erect poles along that road on which may be strung wires for the transmission of electricity to and from the Mellor-Galton habitation? We answer in the affirmative.

Some courts have adopted the rule that where a right of way is granted or reserved *without limit of use* it may be used for any purpose to which the land accommodated thereby may naturally and **[**6]** reasonably be devoted. *Abbott v. Butler, 59 N.H. 317 (1879)*. Under this rule, the grant or reservation of an easement of right of way in general terms has been construed as creating a general right of way for all reasonable purposes, including the right to set poles and string wires over and along the way so as to carry electricity or telephonic communications. *Dowgiel v. Reid, 359 Pa. 448, 59 A.2d 115 (1948)*; *Davis v. Jefferson County Telephone Co., 82 W.Va. 357, 95 S.E. 1042 (1918)*; *Fleming v. Napili Kai, Ltd., 50 Hawaii 66, 430 P.2d 316 (1967)*; *Kelly v. Schmelz, 439 S.W.2d 211 (Mo.App. 1969)*.

The Massachusetts court, on the other hand, in the absence of special language creating broader rights, has construed the grant of a general right of way in a private way as an easement limited to purposes of travel which does not include the right to install utilities. *Nantucket Conservation Foundation, Inc. v. Russell Management, Inc., 2 Mass. App. 868, 316 N.E.2d 625 (1974)*; *Ward v. McGlory, 358 Mass. 322, 265 N.E.2d 78 (1970)*.

In the present case, we are not dealing with the grant of an easement or right of way in general terms without statement of purpose. **[**7]** It is not merely the grant of an easement or right of way for the purpose of a road, which might be construed as conveying the right to use the road for purposes of travel only (as to which we intimate no opinion), but, as expressly stated, the deed granted the right to use *for all purposes* the existing

---

[1] We need not concern ourselves with the difference between a license or an easement. Either in the instant case would clothe the licensee or easement grantee with the rights of the licensor or grantor. The differences are often slight. See *Reed v. A. C. McLoon & Company, Me., 311 A.2d 548, 552, n. 7 (1973)*.

road known as the Tower Road. HN2[] If the deed specifies the particular purpose for which the easement or right of way is granted, then the grantee cannot use it for other purposes. While the use cannot be enlarged beyond the scope intended by the parties as manifested by the natural meaning of the stated terms of the grant, yet, deeds will not be so narrowly construed as to prevent the beneficial use by the grantee of what is granted, in the manner and for the purposes fairly indicated by the easement grant as interpreted under all the circumstances existing at the time of the execution of the deed. *Abbott v. Butler, supra.*

In the instant case, the easement is the right to use Tower Road for all purposes. This all-inclusive purpose clause, without more specificity, must be construed in accordance with the presumed intentions of the parties. These are to be determined in the **[**8]** light of the circumstances surrounding and leading to the execution of the deed, here the Curtis deed, such as the relation and condition of the parties, the nature and situation of the property, dominant and servient, and the apparent purpose behind the easement grant, with the general rule in mind that the grantee of an easement, although restricted in his enjoyment of the right to the extent of the legitimate meaning of the grant, may take any action reasonably necessary to insure the full enjoyment of the right. *Gendron v. Central Maine Power Company, Me., 379 A.2d 1002, 1005 (1977)*; *Perkins v. Perkins, 158 Me. 345, 184 A.2d 678 (1962)*.

Our Court has said in *Willband v. Knox County Grain Co., 128 Me. 62, 71, 145 A. 405 (1929)*:

> HN3[] "When an easement arises from unrestricted grant or reservation [here, for all purposes], the measure of right or use is its availability for every reasonable use to which the dominant estate may be devoted, which may vary from time to time with what is necessary to constitute full enjoyment of the premises."

See also *Beckwith v. Rossi, 157 Me. 532, 175 A.2d 732 (1961)*.

[*87] Obviously, since the Curtis deed conveyed **[**9]** house lots by specific reference to a subdivision plan indicative of an intended housing development by Island Acres and specifically restricted the property to buildings for residential purposes, it follows logically from the granting of the right to use Tower Road for all purposes that the parties contemplated the owners of the several lots delineated on the plan to which the right to use Tower Road was appurtenant should be able to exercise that right to the full extent necessary for the reasonable and natural enjoyment of the premises and of any residence erected thereon. In 1958, the days of the lamp for most Americans in these United States including the State of Maine were only a memory. The current lifestyle necessitated the use of electric lights, electric washing machines, electric cooking stoves, electric radios and all kinds of electric household appliances. It is only reasonable to conclude that the parties did contemplate that the purchasers of any of the residential lots which Island Acres was selling would have the right to have electricity brought into their homes through Tower Road, the right to the use of which was made appurtenant to all abutting house lots. **[**10]** Anything less would make their residences unlivable according to the standards to which people then were accustomed.

If the parties had intended otherwise, it would seem unlikely they would have granted an easement in such broad terms as the right to use Tower Road for all purposes; rather, they would have restricted its use in language of more limited meaning. See *Cleaves v. Braman, 103 Me. 154, 68 A. 857 (1907)*. The case of *Englishmans Bay Company v. Jackson, Me., 340 A.2d 198 (1975)*, is not controlling as the issue in this case was not raised on appeal in that case.

The entry will be:

Appeal denied.

Judgment affirmed.

McKusick, C. J., Pomeroy and Archibald, JJ., did not sit.

End of Document

Last updated July 12, 2019 02:01:48 pm GMT

Saltonstall v. Cumming

Supreme Judicial Court of Maine

November 18, 1987, Argued ; March 8, 1988, Decided

Decision No. 4689, Law Docket No. HAN-87-241

Reporter
538 A.2d 289 *; 1988 Me. LEXIS 67 **

Stella M. Saltonstall, et al. v. Robert D. Cumming, et al.

Prior History: [1]** Appeal from Superior Court, Hancock County.

Disposition: Judgment vacated. Remanded to the Superior Court for proceedings consistent with the opinion herein.

Core Terms

summary judgment, matter of law, trial court, deed, genuine issue, material fact, circumstances, right-of-way, purposes, parties, presumed intent, quoted language, original party, utility line, easement, install, vacate

Case Summary

Procedural Posture
Plaintiff landowners sought review of an order of the Superior Court, Hancock County (Maine), which granted summary judgment in favor of defendant landowners on the second count of their complaint in which they sought to enforce their right to install utility lines along a right-of-way.

Overview
A deed was executed by predecessors-in-title to both parties, which provided that the grantors conveyed to the grantee a "right-of-way for all purposes of a way." Plaintiffs argued that the trial court erred by concluding that the deed granting them the right-of-way over defendants' property could not, as a matter of law, have been interpreted to include the right to install utility lines along the length of the right-of-way. The court ruled that summary judgment was improper because the purposes of the easement were not specifically provided and there was a genuine issue of fact concerning the intent of the original parties to the deed. It was error for the trial court to conclude as a matter of law that the quoted language could not be interpreted to include utilities, yet nothing in the record compelled the conclusion that as a matter of law the quoted language did include such a right. Whether in view of the surrounding circumstances, the original parties to the grant intended that the scope of the easement be broad enough to include the installation of utility lines was a question of fact that required a decision after the parties had the opportunity to present evidence.

Outcome
The court vacated the judgment granting summary judgment in favor of defendants and remanded the case to the trial court for further proceedings.

LexisNexis® Headnotes

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > Genuine Disputes

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > Legal Entitlement

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > Materiality of Facts

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > General Overview

HN1 **Genuine Disputes**

A party seeking summary judgment pursuant to Me. R. Civ. P. 56 must establish that there is no genuine issue

as to any material fact. If no genuine issue of material fact remains, the trial court must render judgment if any party is entitled to such judgment as a matter of law.

Real Property Law > ... > Easements > Easement Creation > Express Easements

Real Property Law > ... > Limited Use Rights > Easements > General Overview

HN2[] **Express Easements**

When the purposes of an express easement are not specifically provided, they are to be determined by the presumed intent of the parties at the time the grant is made. The parties' presumed intent must be determined in light of the circumstances surrounding and leading to the execution of the deed.

Counsel: William Fenton, Esq. (orally), Fenton, Chapman, Fenton, Smith & Kane, P.A., Bar Harbor, Maine, for Plaintiff.

David P. Silk, Esq. (orally) and Peter Murray, Esq., Murray, Plumb & Murray, Portland, Maine, for Defendant.

Judges: Nichols, Roberts, Wathen, Glassman, Scolnik and Clifford, JJ.

Opinion by: ROBERTS

Opinion

[*290] The plaintiffs, Stella and David Saltonstall, appeal from a summary judgment on Count II of their complaint entered by the Superior Court, Hancock County, in favor of the defendants, Robert and Jean Cumming. The Saltonstalls contend that the court erred by concluding that a deed granting them "a right-of-way for all purposes of a way" over the Cummings' property could not, as a matter of law, be interpreted to include the right to install utility lines along the length of the right-of-way. We vacate the summary judgment. [1]

[2]** *HN1*[] A party seeking summary judgment pursuant to M.R. Civ. P. 56 must establish that there is no genuine issue as to any material fact. If no genuine issue of material fact remains, the trial court must render judgment if any party is entitled to such judgment as a matter of law. *Pelletier v. Mellon Bank N.A., 485 A.2d 1002 (Me. 1985)*. We apply this rule to the record before us to determine whether the trial court was justified in finding that there was no genuine issue as to any material fact and that the Cummings were entitled to summary judgment as a matter of law.

The deed in question was executed in 1929 (by predecessors-in-title to both the Cummings and Saltonstalls) and provided that the grantors convey to the grantee a "right-of-way for all purposes of a way." Our prior cases have established that *HN2*[] when, as here, the purposes of an express easement are not specifically provided, they are to be determined by the presumed intent of the parties at the time the grant is made. The parties' presumed intent must be determined "in light of the circumstances surrounding and leading to the execution of the deed." *Ware v. Public Serv. Co. of N.H., 412 A.2d 84 (Me. 1980)*; *Cleaves **[**3]**, 103 Me. 154, 68 A. 857 (1907)*. From the record before us, we conclude that there is a genuine issue of fact concerning the intent of the original parties to the deed.

We hold that it was error for the trial court to conclude as a matter of law that the quoted language could not be interpreted to include utilities. At the same time, nothing in the record before us compels us to conclude that as a matter of law the **[*291]** quoted language *does* include such a right. Whether in view of the surrounding circumstances, the original parties to the grant intended that the scope of the easement be broad enough to include the installation of utility lines is a question of fact that must be decided on remand after the parties have had the opportunity to present evidence.

Judgment vacated.

Remanded to the Superior Court for proceedings consistent with the opinion herein.

---

[1] The Cummings contend that the trial court erred by denying their request for summary judgment on Count I of the Saltonstalls' complaint alleging a prescriptive right to construct utility poles along another portion of the Cummings' property. This interlocutory ruling was reported to this Court pursuant to M.R. Civ. P. 72(c). We reserve the right to make an "independent determination whether in all the circumstances of a given case [our] decision 'on report' would be consistent with the Court's basic function as an appellate tribunal." *Matheson v. Bangor Pub. Co., 414 A.2d 1203, 1205 (Me. 1980)*. Because the record before us contains insufficient facts to allow us to properly address this issue, we discharge the report. *See* *State v. Colburn, 134 Me. 494, 182 A. 210 (1936)*.

All concurring.

End of Document

33 M.R.S. § 458

Current Chapters 1 through 238, 256, 311-313, 353, 428 of the First Regular Session of the 129th Maine Legislature Session.

Maine Revised Statutes Annotated by LexisNexis® > Title 33. Property (Chs. 1 — 43) > Chapter 7. Conveyance of Real Estate (Subchs. 1 — 9) > Subchapter 6. Miscellaneous Provisions (§§ 451 — 459)

§ 458. Easements or rights-of-way; installation of utility services

1. Easements or rights-of-way established on or after January 1, 1990. The owner of an easement or right-of-way does not have the right by implication to install utility services on or under the easement or right-of-way if:

A. The easement or right-of-way is originally established in a written instrument executed on or after January 1, 1990; and

B. The instrument granting or reserving the easement or right-of-way does not expressly include the right to install utility services.

2. Definitions. As used in this section, the following terms have the following meanings.

A. "Easement or right-of-way" means the right of a person to pass over the land of another person.

B. "Utility services" includes facilities necessary for the transmission of electricity, gas, telephone communications, cable television, sewerage, water or similar services which are currently or may in the future become available.

Annotations

Research References & Practice Aids

LAW REVIEWS

48 Me. L. Rev. 197.

Maine Revised Statutes Annotated by LexisNexis®
Copyright © 2019 All rights reserved.

End of Document

Skowhegan Savings

Att. E

February 22, 2019

Portland Planning Board
Portland, ME 04101

RE: 57 St. Lawrence Development, LLC

Dear Sir or Madam:

I am currently reviewing a request for financing from Mr. Greg Shinberg for the development of apartments at 57 St. Lawrence.

I have reviewed plans for the proposed development. Based on a review of the plans, along with my knowledge of Mr. Shinberg's work, it appears likely the developer has the technical expertise and financial capacity to complete the project as the development is currently structured.

If you need additional information, do not hesitate to contact me.

Sincerely,

Tim Michalak
Vice President, Commercial Lending

cc: Greg Shinberg

181 State Street, PO Box 4424, Portland, Maine 04101
(207) 772-7070 Office | info@shinbergconsulting.com

Property Location: 57-59 St. Lawrence St.

Subject: Level III Site Plan Application

General Application Documents: Technical Capability

The following are key members of the development team:

1) Shinberg Consulting
2) Mark Mueller Architects
3) Mitchell & Associates Landscape Architects
4) DM Roma Consulting Engineers
5) Northeast Civil Solutions

This team has worked together on other projects in the Portland area.

Shinberg Consulting has provided Owners Representative services to private and public entities since 2004.

We provided both Owners Representative services in addition to part ownership for projects located at 135 Sheridan St. and 645 Congress St.

Some of the notable projects that Shinberg Consulting has provided Owners Representative Services include:

- The Intermed Building
- Hyatt Hotel Old Port
- The Press Hotel
- 63 Marginal Way

- 280 Fore St.
- The Mina Building
- 50 Portland Pier
- 154 Clark St. for Shalom House
- Randall Place for The Opportunity Alliance

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.
Art. III Zoning, Div.20 Off-Street Parking (Sections 14-331 to 14-350)and Technical Standards Transportation 1.14 Parking Lot and Parking Space Design	Parking spaces shall meet the following Dimensional Requirements: Standard spaces 9 FT wide x 18 FT long. Compact space: 8 FT wide x 15 FT long... Any parking lot of 10 or fewer spaces shall require standard sized parking spaces.	The applicant is requesting an increase in the allowed number of compact spaces for the proposed residential project. 15 parking spaces are required and 16 are proposed, (6) 8 FT x 16 FT (stacked) (4) 8 FT x 18 FT and (1 ADA) 8 FT x18FT plus 8 FT access aisle, in addition the applicant is requesting a waiver of the 9 FT width for full size spaces as follows (5) spaces ranging from 8'-2" to 8'-6" wide x 18FT. Total of 16 spaces proposed.	The applicant is requesting the waiver in order to provide more off street parking to accommodate tenant demand. Providing additional spaces will reduce demand for on-street parking.
	Parking with greater than 10 spaces may be comprised of up to 20% compact spaces.	The increase for required would be 40 %. The applicant is also requesting a waiver of travel aisle width for a portion of St Lawrence Place to 21 FT along 3 stacked compact parking spaces (or 24 FT) and increasing aisle width to 24+FT wide at adjacent 8'-6" x 18FT space.	Due to the required grading along St Lawrence Place a portion of the travel way along the abutting Lawson parcel narrows to accommodate for a change in grade. Curbing has been added to address grading changes.
		Two spaces located at the northerly end of the site were eliminated to address turning movement requirements and to provide limited snow storage and storage above the retaining wall.	

Att. H

M A R K
MUELLER
ARCHITECTS

August 6, 2019

To: Jean Fraser
Portland City Planning
389 Congress Street
Portland, Maine

RE: 55 - 59 St. Lawrence Street

Dear Jean,

I am writing in response to your E.mail from August 1, 2019.

We certainly appreciate the revision process to build a better project. In response to that statement we will address each comment item by item. All the work you have reviewed to date is driven by our striving to execute a worthy design for a building cluster. We have sought to harmonize how the building facades relate to the interior floor plans and to be forthright, what is marketable to future residents.

How we reach the right solution is through a team effort that incorporate staff comments, It has been the intent from the outset to maintain the existing building in a historical appreciation, but let the new buildings reflect newer trends of living today.

Multi-Family: With respect to complexity, in our opinion we have worked to simplify the design. When the elevator override was eliminated, the use of townhouse unit design was required, that in itself created various additional complexity. Our work and re-design of the unit plans themselves allowed us to simplify the elevation, otherwise the undulations of the windows and other horizontal elements are reflective of some interior living units being townhouses.

Our opinion of simplicity is finding the right 'linework' that demonstrates artistry, but not over simplistic as to be deemed 'draftsman' like.

Bay windows for example, are reflective in their response to the building setback lines, if a unit requiring relief on the interior sat on a setback line, the bay was recessed. If the same need for additional interior space fell inside a setback the same relief was created in an outward direction. The bay windows in the new addition were seen as an extension of building relief from the existing building. The simplification of the bays without 45-degree angles is intentional and an important design feature. The balconies are also function-driven.

Balconies: one style of exterior access, the 'balcony overlooks' has been eliminated from the project.

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

Regarding the upper clerestory of the new addition, the new drawings referenced for this review, dated 7.22.19 indicate a material simplification previously discussed in your memo. We had previously revised the material on the upper clerestory to match the main field of the addition, the color simplification suggested has been considered and implemented.

Entrance Legibility: We have looked at making design amendments, the modifications can be seen in the new architecturals. The intent, similar to previous submissions, but this time taken to another level will reflect the Munjoy Hill Overlay Zone requirement for gable roof elements meeting the minimum 10:12 roof pitch requirement. In this iteration, the gable end has been enclosed as one might see in a more traditional entrance pediment. The gable shape has been appropriated from the small single family building. The use of the gable as an entry pediment has height and presence to be seen from St. Lawrence Street. The open air truss/ pergola element behind the gable end will remain as the residents approach the main entrance.

It is our opinion, that while it is not gated, but that our well positioned security lighting and private courtyard will exude a sense of security for the residents.

Single - Family: the residential unit throughout the process accentuates the overall concept of the project by providing a graduated scale foreground to the larger new addition. This concept allows open and airiness to the courtyard and provides open wall space for bedroom egress windows.

The main roof has been revised to a gable roof approach. The 4;12 hip roof was admittedly too low, the same could be said for a 6:12 hip roof. The new overlay zone limits the extent of a hip roof in height, whereas a gable roof is allowed to be steeper, It was our opinion that if the correct pitch hip could not be utilized, a taller gable roof could provide the right proportion.

Given the corner location of the upper level exterior deck, the small single-family residence has asymmetry; granted, it's a balanced asymmetry. This is derived from our belief that using building elements to create a balanced hierarchy of shapes. It's an idea we have utilized before; its theorem is proven similarly by how a hanging mobile is composed of varying shapes and sizes, when suspended it is in equilibrium.

To keep this mobile better balanced, certain windows have been slightly adjusted.

Thank you for your continued consideration of our project,

Mark Mueller
Maine Licensed Architect, AIA

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

July 22, 2019

To: Jean Fraser
Portland City Planning
389 Congress Street
Portland, Maine

55 - 59 St. Lawrence Street

Dear Jean,

I am writing as a supplement to this application with the intent of streamlining our drawings by itemizing the architectural changes of this most recent submission. These revisions are in response to the neighborhood study group and comments provided by the planning staff and members of the planning board.

Architectural revisions relating to the site

1) 55 St. Lawrence Str (freestanding single-family house): the floors, structure and roof have been raised 14" above the current finish floor. Hardscape steps have been included in the front yard addressing the street.

2) Covered parking turning radius: to meet the turning radius templates, the outboard set of columns facing St. Lawrence Place have been moved in-board 24".

3) Pedestrian safety within the courtyard/main entrance:
   a) The entry wall and doors have been set-back 12".
   b) The accessible vehicle parking space has been relocated to let the non-vehicular unloading area be adjacent to the front entrance, thereby increasing pedestrian safety in the courtyard.
   c) To accommodate the relocation of the accessible parking space, the depth of each space under the existing building has been increased to 18'-0".

4) Northwest building corner: has been setback 2' in two directions to reduce massing and scale. The uppermost level facing West has been setback a total of 4'-0".

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

Architectural changes:

1) HVAC: one of the three proposed rooftop mechanical units have been eliminated.

2) Light gathering: a low 48" square pyramidal skylight has been included in the decorative front stair tower.

3) Unit 304: shows an increased box bay window of 12" for additional building façade undulation. Flanking side windows add views and building attention.
4) Existing Building: Units 301 and 302 have each had their respective decks reduced by 75 sq. feet.

5) 55 St. Lawrence Str. freestanding single-family house): the main roof has been converted to a center gable. The roof pitch will be a minimum 10:12 required per the overlay ordinance.

Exterior Building Materials:

1) For clarity and design simplification, the clerestory exterior skin of the addition has been revised to a wide but similar clapboard to the lower levels of the addition. An entablature has been incorporated at the upper story, it provides dimension and a shadow line differentiating the uppermost story. The color of the clerestory has been maintained per the original design.

I hope you find this summary useful and we look forward to the next meeting.

Thank you for your consideration,

Mark Mueller
Maine Licensed Architect, AIA

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

MARK
MUELLER
ARCHITECTS

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

MASSING, VENTILATION and WIND: *Revised (7.22.19)*

Wind: It is our opinion and the design team's opinion the new building addition will not negatively impact the abutting structures with respect to wind.

Height Impact: The intent of the design to limit the impact of the proposed buildings on the abutters. All of the neighbors; but one, have a distance separation working in their favor located between their house and the proposed project. The most adjacent abutter, 61 St. Lawrence Street is the closest in proximity; except for a small clerestory monitor and two recessed private roof decks, the design of the existing building will maintain its original height. The monitor roof will be set down within a 42" high parapet and is dark in color to read recessive and offset its presence.

All new work will be built within the 45'-0" height limit for projects in the Munjoy Hill zone containing more than three living units and the requirement for one workforce housing unit.

Rooftop Equipment: The project at this time has been designed for (*2*) - 8 ton rooftop units. *(7.22.19)* The mechanical equipment will be located away from roof edges and out of visible site of the public way. Minor venting for the elevator and laundries will be provided.

SHADOWS:

In referencing Section 11 of the Technical Manual, our project height is less than 45'-0" and therefore is not subject to a shadow analysis. There is not a known natural resource within 192' of the project site.

SNOW and ICE LOADING:

All roofs in the project are flat and will not pose a threat of falling snow and ice; however, one small roof plane on the small individual unit will have a pitched roof. In this one location, gutters and a downspout will be provided along the public sidewalk.

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

ZONE RELATED DESIGN STANDARDS: *(Revised: 7.22.19)*

Munjoy Hill Neighborhood Overlay District:

The project goal for zone related design standards for the Munjoy Hill neighborhood is to provide additional housing in the City of Portland; to design the housing in a fashion that honors and compliments the historic neighborhood by integrating the 'new' addition of architecture that we feel is exemplar of good design. By good design, we think in terms of a thoughtful design that respectfully fits the context of the neighborhood and meets a basic need for functional and good housing.

Neighborhood context: St. Lawrence Street is a combination of older single family homes and multi-family apartment houses. We feel the neighborhood is a good representation of Portland from years ago when Portland families lived on Munjoy Hill.

Dimensional Standards:

Height: The project, as more than 3 units on an 11,644 sf lot will comply with the 45' height limit.

Setbacks: the project meets the requirements as established in Munjoy Hill Overlay zone as outlined on the submitted site plan.

Design Standards:

Roof design: The project including more than three units will include roof design as follows:
Existing roof: flat
Proposed multi-family building: flat
Proposed single family building: *10:12 center gable roo*f (7.22.19)

The concept behind our overall design is to reduce the scale of a larger building to smaller more manageable 'building blocks'. The courtyard has several functional purposes, as a void in the building it acts as a means to reduce scale. When considering the existing house, the new addition and the small single-family residence; we have created a hierarchy of building shapes.

In this process we have designed a 16-unit apartment house. The existing building will contain seven living units *(7.22.19),* the new building will include 8 units *(7.22.19), and the freestanding structure will house one living unit (7.22.19*). The bedroom counts and the varying size of units can see found in the architectural plans.

The existing house is an identifiable building type in Portland, a two-bay wide 'triple decker'. The new building is a derivation of the existing with reinterpretative

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

modern elements to let it read on its own. Use of a clerestory element, tension cable decks and covered parking provide an element of modernity that we hope will make the project marketable today.

The small individual living unit provides several amenities to the design. One, it provides a foreground to the remainder of the building in the background. The other being the courtyard created with the existing building allows utilizing more wall space for egress windows. From there, the living rooms in the existing building are offered a principal location with solar access on the street side. The same courtyard provides relief for the views down the street to the city and waterfront. The general feeling about the courtyard provides an overall impression of openness and airiness.

57 St. Lawrence Street meets the zoning requirement of a maximum lot coverage of 60% and a minimum of 20% open landscape space.

Per the ordinance, the design makes all efforts to comply with the 'active zone' on the street. Within the existing building, one circulation stair has been removed to increase its active zone. The other existing stair based on internal programming will remain. Another design feature respecting the ordinance is the use of the small single-family unit at the grade level as a visual separation of the covered parking from the public way.

Another amenity in the design, the neighbors will not be subject to a large overhead door onto St. Lawrence Street. All vehicular access will be from the side street with parking being located under the existing building and directly off the St. Lawrence Place under the building, not the main street.

Exterior Materials:

The building materials for the project are by design simple in nature. The existing building as part of the exterior fire protection encapsulation will be re-sided with a siding material as a modified in-kind replacement with 4" horizontal cementitious clapboards.

The proposed main building will utilize a similar exterior finish material with a complimentary siding in a 8" horizontal cementitious clapboard *(7.22.19)*. The freestanding building will be 8" horizontal cementitious clapboards in its entirety. The composition of the materials and color can be on the architectural drawings.

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

DM ROMA **Dated June 17, 2019**
Consulting Engineers

The following is a response to the Peer Review Preliminary Comments that were presented by Lauren Swett from Woodard and Curran. The comments are written in *italics* and our response is **bold underlined text**:

1. *The City of Portland's Section 5 stormwater standards require compliance with the General Standard when 1,000 square feet or more of new impervious surface is created. 95% of this new impervious surface must be treated. The standards also require treatment if 5,000 square feet or more of non-roof, redeveloped, impervious surface is created. 50% treatment is required for this case. The Applicant has completed a different analysis of the redevelopment area to size their proposed treatment system, and the sizing may be adequate, but the Applicant should verify that the system will provide treatment in accordance with the City's standards.*

   We have performed calculations to show the project is in compliance with both of the performance standards outlined in the comment. The total new impervious surface is approximately 3,145 square feet and 95% of this area is tributary to the subsurface sand filter. The redeveloped non-roof impervious surface associated with the project is approximately 6,300 square feet, if you consider the paved areas below the building as non-roof impervious surface. Approximately 5,920 sf of non-roof impervious surface drains to the subsurface sand filter, which represents 94% of the new non-roof redeveloped impervious surface. We have included exhibits which show the areas receiving stormwater treatment under these scenarios for your review and consideration.

2. *The Applicant should provide pre-development and post-development stormwater figures to support the provided HydroCAD model to clarify the areas that are being modeled.*

   See enclosed Stormwater Maps.

3. *Additional clarification is needed on the grading and drainage near the northern corner of the building. It appears that the intent is to create a small infiltration area. It is unclear from the plan and elevations if the retaining wall will be constructed prevent flow from outside the walled area. The Applicant should clarify the drainage to this space to ensure that there is no ponding of stormwater at the building.*

   The grading on the north corner of the building has been modified to show that drainage will not be directed toward the building. We have modified the retaining wall grades to show that drainage is intended to flow around the retaining wall on the northwest corner. We have incorporated a stone drainage course behind the retaining wall on the northeast side of the building that will capture surface runoff and pass it through weep holes at the base of the wall, which will drain into the field inlet at the bottom of the stair well.

4. *Drainage from covered parking areas is typically required to be collected separately and sent through an oil/water separator to the sewer. The catch basins appear to be located outside of the roofed areas, but drainage from within the covered parking isn't be separated. Please clarify.*

The catch basins are located in open paved driveways, so we did not consider them to be regulated as floor drains. We understand the concern with providing oil/water separation and have added an oil/water separation structure just below the catch basin that collects stormwater runoff from the paved courtyard area.

5. *Grading is proposed within the St. Lawrence Place Drive, and excavation for the stormwater system will also likely impact the driveway. Additional information on proposed surface conditions within the driveway should be provided.*

   Some portions of St. Lawrence Place Drive are designated as being surfaced with pavement as part of the project. All areas that are not indicated to be paved are intended to be reconstructed as a gravel surface roadway similar to what exists currently.

6. *Plans should account for snow storage or snow management.*

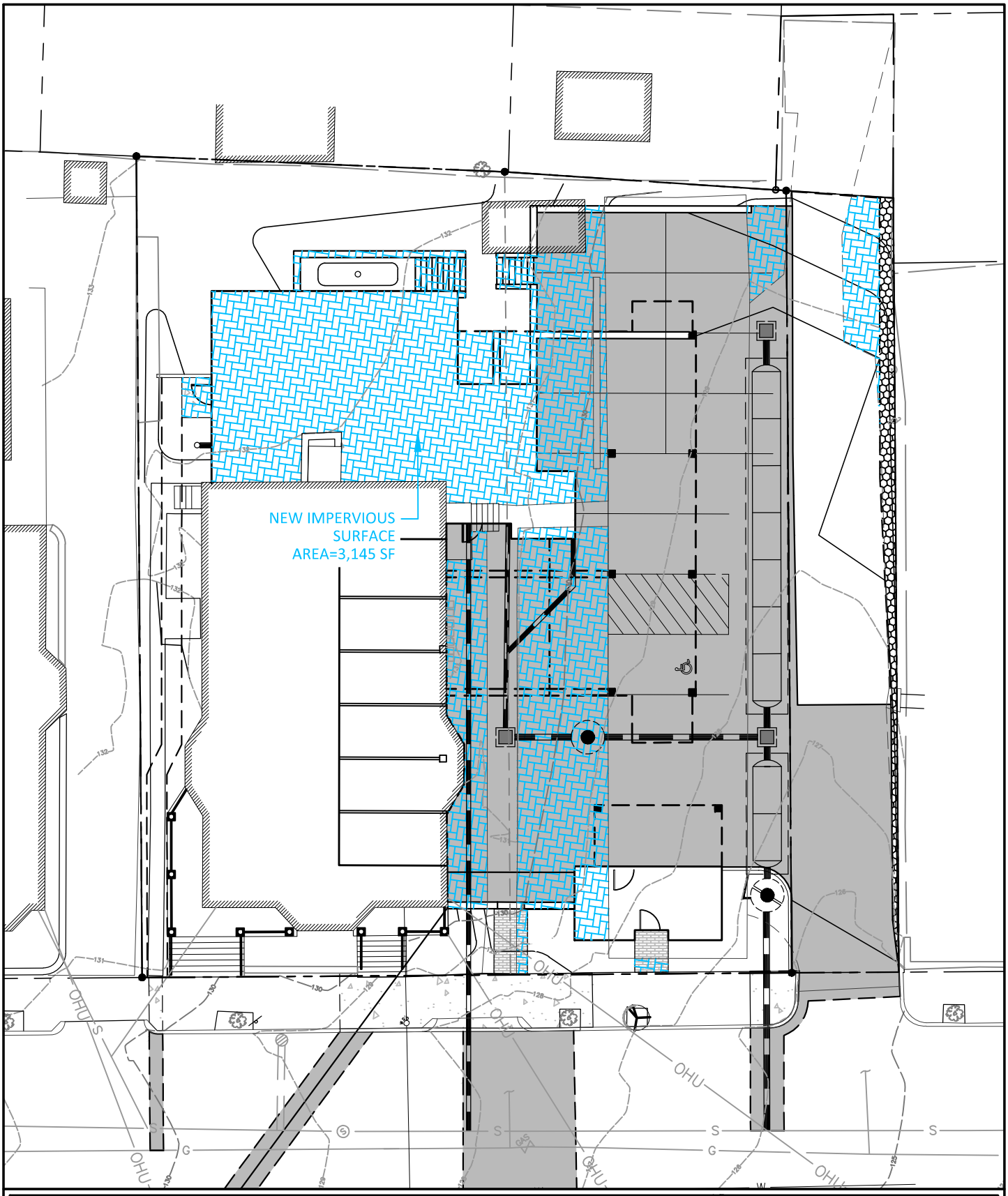
   Minimal amount of snow storage is available on site, so it will be necessary to remove snow from the premises periodically.

7. *Verification of sewer ability to serve will be required.*

   We understand that the City is currently reviewing the project's sewer connection and that an ability-to-serve letter will be issued once they have completed their review.

8. *Details for pavement and sidewalk repair should be provided in accordance with the City of Portland Technical Manual.*

   We understand that the City's standard details for sidewalk and pavement construction and repair are applicable to this project, and we intend to comply with all standards. We will continue to work with the City on approval of sidewalk materials, given that sidewalks in the project vicinity are concrete and the project is located within a brick district.



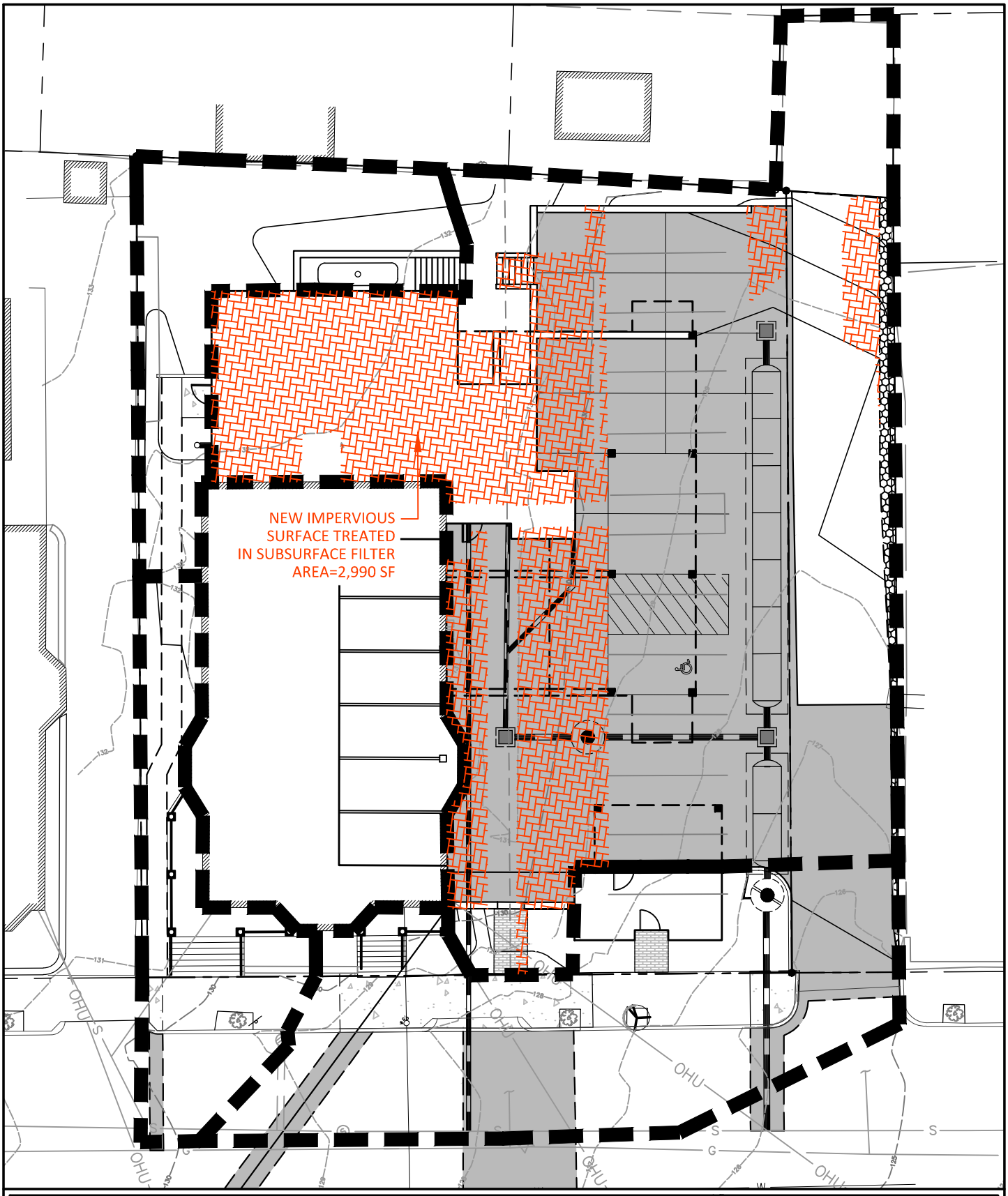
NEW IMPERVIOUS SURFACE CREATED

57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC

SCALE: 1"=20'
DATE: 6-17-2019
JOB NUMBER: 18076

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506



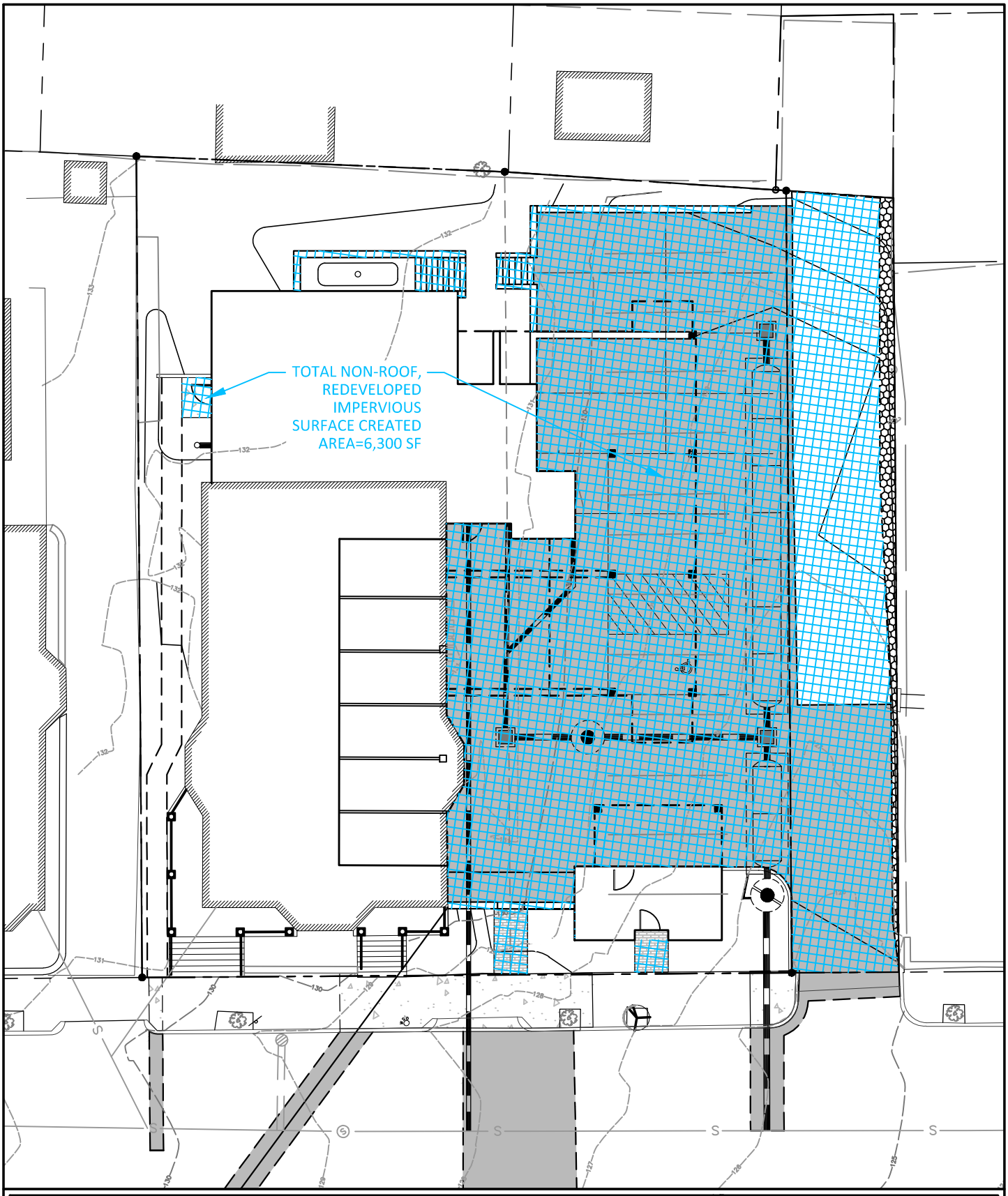
NEW IMPERVIOUS SURFACE TREATED

57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC

SCALE: 1"=20'
DATE: 6-17-2019
JOB NUMBER: 18076

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506



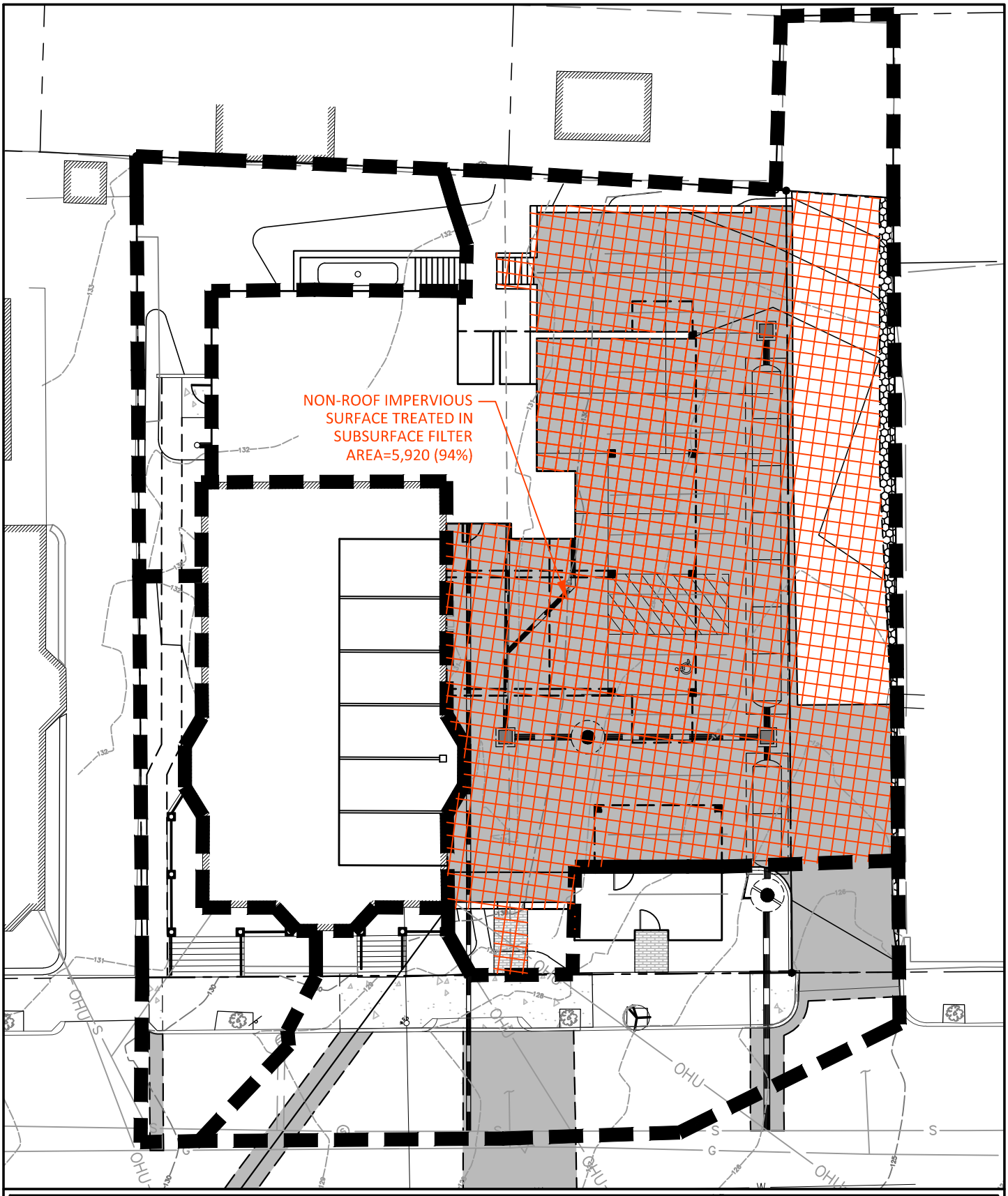
NON-ROOF, REDEVELOPED IMPERVIOUS SURFACE CREATED

57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC

SCALE: 1"=20'
DATE: 6-17-2019
JOB NUMBER: 18076

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506



NON-ROOF, REDEVELOPED IMPERVIOUS SURFACE TREATED

57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC

SCALE: 1"=20'
DATE: 6-17-2019
JOB NUMBER: 18076

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

CITY OF PORTLAND TREATMENT REQUIREMENTS

If greater than 1,000 square feet of new impervious surface is created, 95% of the the new impervious surface must be treated.

Total New Impervious Surface =	3,145	sf
Impervious Area Requiring Treatment =	2,988	sf
Impervious Area Treated =	2,990	sf > Required
	95%	Treated

If more than 5,000 square feet of non-roof, redeveloped, impervious surface is created, 50% of this area must be treated.

Total non-roof, redeveloped impervious surface* =	6,300	sf
Non-roof, redeveloped Impervious Area Requiring Treatment =	3,150	sf
Non-roof, redeveloped Impervious Area Treated =	5,920	sf > Required
	94%	Treated

*Includes areas of pavement below building.

DM ROMA
CONSULTING ENGINEERS

ENVIRONMENTAL AND STORMWATER

The following outlines how the proposed project at 57 St. Lawrence Street has been designed to meet the applicable standards of the City of Portland associated with Level III: Residential Site Plan and Subdivision review.

Section 14-526 (b)(3) Water Quality, Stormwater Management and Erosion Control Standards

Watershed – The project site drains to the subsurface collection system in St. Lawrence Street. To our knowledge this is a combined sewer and storm drain system. The project site is not tributary to an Urban Impaired Stream as defined by Maine DEP Chapter 502.

Sewage Disposal – The building will be connected to the public sewer in St. Lawrence Street.

Soil Conditions – A Medium Intensity Soils Map is included as Attachment C. The soils are classified by the US Department of Agriculture Natural Resources Conservation Service as a Hinckley Loamy Sand, which has a Hydrologic Soil Rating of "A". Due to the high concentration of development activity and the age of historic development in the area, the soils also contain characteristics that are consistent with an "Urban Land" classification, which is further evidenced in the geotechnical investigation contained in Attachment B.

Flooding Standards - The project has been designed to incorporate a formal catch basin and storm drain collection system for stormwater management, which will flow through a Stormtech Chamber System to provide attenuation of stormwater to mitigate the potential for increased rates of runoff leaving the property. The stormwater collection system will be connected into the City's combined drainage collection infrastructure in St. Lawrence Street. As such, there are no anticipated increases in peak stormwater flows to adjacent properties for the design flows analyzed up to the 25-year storm event.

Basic Standards – The plan set includes erosion control measures to be implemented temporarily during construction and permanently upon completion of the project. The erosion control plan was prepared based on the methodology outlined in the Maine Department of Environmental Protection publication titled "Maine Erosion and Sediment Control Best Management Practices Manual for Designers and Engineers" dated October 2016.

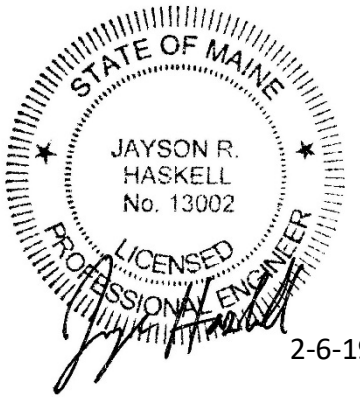
General Standards- The stormwater management plan includes the construction of an underground stormwater storage and treatment system that consists of a Stormtech Chamber System installed over a sand filtration layer. The system has been designed to

effectively collect, temporarily store and provide treatment of approximately 60% of the total developed area as required under the "Redevelopment Project" standards outlined in section (C)(2)(D) of MDEP Chapter 500. Calculations for the sizing of the stormwater components are included as Attachment A. Test pit analysis of the subsurface soils in the vicinity of the proposed Stormtech Chamber System is included as Attachment B. An Inspection, Mainetenance and Housekeeping Plan has also been prepared for the project and has been included in this report as Attachment D.

Prepared by:

DM Roma Consulting Engineers

Jayson R. Haskell, P.E.
Southern Maine Regional Manager



2-6-19

ATTACHMENT A

STORMWATER DESIGN CALCULATIONS

REDEVELOPMENT AND STORMWATER TREATMENT CALCULATIONS

57 St. Lawrence Street, Portland, Maine

Existing Conditions

Land Use	Area (SF)	Area (Ac.)	Pollutant Rank	Existing Impact
High Use Parking Lots and Roads	0	0.00	5	0.00
Other Road and Medium Use Parking Lots	4,851	0.11	4	0.45
Other parking lots & driveways/Flat Roof	2,417	0.06	3	0.17
Other roof, bikeways, grass, walkways	6,694	0.15	2	0.31
Non-grass landscape/stormwater system	0	0.00	1	0.00
Undeveloped Area	0	0.00	0	0.00
Totals	**13,962**	**0.32**		**0.92**

Existing Impact Rating / Redevelopment Area = 2.87

Proposed Conditions

Land Use	Area (SF)		Pollutant Rank	Proposed Impact
High Use Parking Lots and Roads	0	0.00	5	0.00
Other Road and Medium Use Parking Lots	4,678	0.11	4	0.43
Other parking lots & driveways/Flat Roof	5,337	0.12	3	0.37
Other roof, bikeways, grass, walkways	3,947	0.09	2	0.18
Non-grass landscape/stormwater system	0	0.00	1	0.00
Forest/Meadow	0	0.00	0	0.00
Totals	**13,962**	**0.32**		**0.98**

Proposed Impact Rating / Redevelopment Area = 3.05

Treatment Requirements

Ranked Impact Change Due to Redevelopment = 0.18
Percentage of Developed Area to be treated (Table 3) = 60%

Total Site Developed Area = 13,962 sf
Required Developed Area to be treated (60%) = 8,377 sf

Treatment Provided

Watershed Treated	Impervious Area Treated (SF)	Landscaped Area Treated (SF)	Treatment Device
WS-30	7,655	1,048	Subsurface Filter
Total	**7,655**	**1,048**	

Total Site Developed Area Treated = 8,703 sf
Percentage of Total Developed Area Treated = 62.3%

Subsurface Storage - 1

Tributary Impervious Area=	7,655 sf	(WS-30 Impervious Area)
Tributary Landscaped Area=	1,048 sf	(WS-30 Landscaped Area)

Water Quality Volume (WQV) Calculation

WQV (Required) = 1.0"xImpervious Area + 0.4"xLandscaped Area

WQV (Required) = 673 cf

Chamber Size = SC-740

WQV (Provided)= 713 cf >Required

(See HydroCAD Stage Storage Calculation)

Filter Bottom Calculation

Filter Area (Required) = 5%xImpervious Area + 2%xLandscaped Area

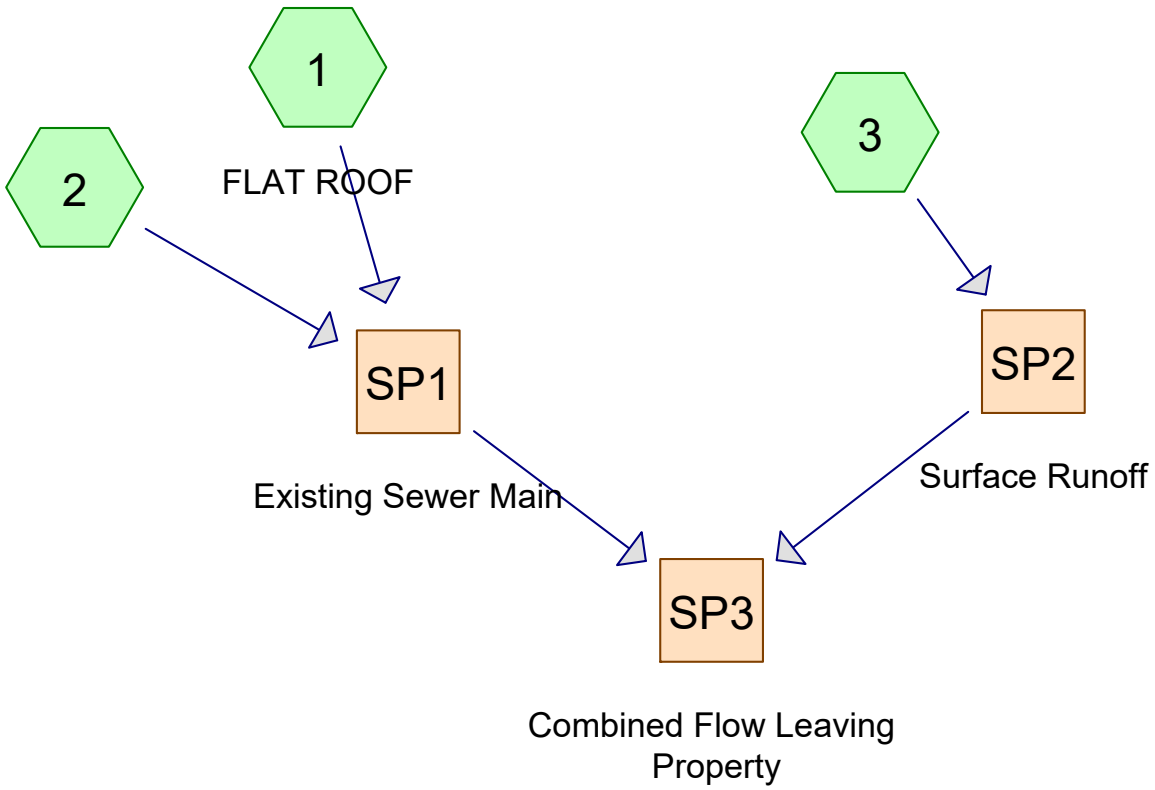
Filter Area Required = 404 sf

Filter Area Provided = 445 sf > Required

Stage-Area-Storage for Pond 1P: Subsurface Filter (continued)

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
123.52	445	579
123.53	445	582
123.54	445	585
123.55	445	587
123.56	445	590
123.57	445	593
123.58	445	595
123.59	445	598
123.60	445	601
123.61	445	604
123.62	445	606
123.63	445	609
123.64	445	611
123.65	445	614
123.66	445	617
123.67	445	619
123.68	445	622
123.69	445	625
123.70	445	627
123.71	445	630
123.72	445	632
123.73	445	635
123.74	445	637
123.75	445	640
123.76	445	643
123.77	445	645
123.78	445	648
123.79	445	650
123.80	445	653
123.81	445	655
123.82	445	658
123.83	445	660
123.84	445	663
123.85	445	665
123.86	445	668
123.87	445	670
123.88	445	673
123.89	445	675
123.90	445	678
123.91	445	680
123.92	445	682
123.93	445	685
123.94	445	687
123.95	445	690
123.96	445	692
123.97	445	694
123.98	445	697
123.99	445	699
124.00	445	701
124.01	445	704
124.02	445	706
124.03	445	708
124.04	445	711
124.05	445	713
124.06	445	715
124.07	445	717
124.08	445	720
124.09	445	722
124.10	445	724
124.11	445	726
124.12	445	728
124.13	445	730
124.14	445	732
124.15	445	735
124.16	445	737
124.17	445	739
124.18	445	741
124.19	445	743
124.20	445	745
124.21	445	747
124.22	445	749
124.23	445	751
124.24	445	752
124.25	445	754
124.26	445	756
124.27	445	758
124.28	445	760
124.29	445	762
124.30	445	764
124.31	445	766
124.32	445	768
124.33	445	769
124.34	445	771
124.35	445	773
124.36	445	775
124.37	445	777
124.38	445	778
124.39	445	780
124.40	445	782
124.41	445	784
124.42	445	786
124.43	445	787
124.44	445	789
124.45	445	791
124.46	445	793
124.47	445	795
124.48	445	796
124.49	445	798
124.50	445	800
124.51	445	802
124.52	445	803
124.53	445	805
124.54	445	807
124.55	445	809
124.56	445	811
124.57	445	812

Water Quality Storage



Subcat Reach Pond Link

Routing Diagram for 18076-PRE
Prepared by DM Roma Consulting Engineers, Printed 2/6/2019
HydroCAD® 10.00-20 s/n 09237 © 2017 HydroCAD Software Solutions LLC

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1: FLAT ROOF Runoff Area=2,418 sf 100.00% Impervious Runoff Depth=5.56"
Tc=6.0 min CN=98 Runoff=0.32 cfs 1,121 cf

Subcatchment 2: Runoff Area=1,145 sf 83.41% Impervious Runoff Depth=4.43"
Tc=6.0 min CN=88 Runoff=0.13 cfs 423 cf

Subcatchment 3: Runoff Area=12,875 sf 39.88% Impervious Runoff Depth=3.02"
Flow Length=215' Tc=6.8 min CN=74 Runoff=1.02 cfs 3,237 cf

Reach SP1: Existing Sewer Main Inflow=0.45 cfs 1,544 cf
Outflow=0.45 cfs 1,544 cf

Reach SP2: Surface Runoff Inflow=1.02 cfs 3,237 cf
Outflow=1.02 cfs 3,237 cf

Reach SP3: Combined Flow Leaving Property Inflow=1.46 cfs 4,781 cf
Outflow=1.46 cfs 4,781 cf

Summary for Subcatchment 1: FLAT ROOF

Runoff = 0.32 cfs @ 12.08 hrs, Volume= 1,121 cf, Depth= 5.56"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	2,418	98	Building
	2,418		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Subcatchment 2:

Runoff = 0.13 cfs @ 12.09 hrs, Volume= 423 cf, Depth= 4.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	230	98	Building
*	725	98	Pavement-Concrete
	190	39	>75% Grass cover, Good, HSG A
	1,145	88	Weighted Average
	190		16.59% Pervious Area
	955		83.41% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Subcatchment 3:

Runoff = 1.02 cfs @ 12.10 hrs, Volume= 3,237 cf, Depth= 3.02"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	295	98	Building
*	4,840	98	Pavement-Concrete
*	2,501	96	Gravel Driveway
	5,239	39	>75% Grass cover, Good, HSG A
	12,875	74	Weighted Average
	7,740		60.12% Pervious Area
	5,135		39.88% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	75	0.0370	0.20		**Sheet Flow, A TO B** Grass: Short n= 0.150 P2= 3.10"
0.6	140	0.0340	3.74		**Shallow Concentrated Flow, B TO C** Paved Kv= 20.3 fps
6.8	215	Total			

Summary for Reach SP1: Existing Sewer Main

Inflow Area = 3,563 sf, 94.67% Impervious, Inflow Depth = 5.20" for 25-Year event
Inflow = 0.45 cfs @ 12.08 hrs, Volume= 1,544 cf
Outflow = 0.45 cfs @ 12.08 hrs, Volume= 1,544 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Summary for Reach SP2: Surface Runoff

Inflow Area = 12,875 sf, 39.88% Impervious, Inflow Depth = 3.02" for 25-Year event
Inflow = 1.02 cfs @ 12.10 hrs, Volume= 3,237 cf
Outflow = 1.02 cfs @ 12.10 hrs, Volume= 3,237 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Summary for Reach SP3: Combined Flow Leaving Property

Inflow Area = 16,438 sf, 51.76% Impervious, Inflow Depth = 3.49" for 25-Year event
Inflow = 1.46 cfs @ 12.10 hrs, Volume= 4,781 cf
Outflow = 1.46 cfs @ 12.10 hrs, Volume= 4,781 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1: FLAT ROOF Runoff Area=2,418 sf 100.00% Impervious Runoff Depth=2.87"
Tc=6.0 min CN=98 Runoff=0.17 cfs 578 cf

Subcatchment 2: Runoff Area=1,145 sf 83.41% Impervious Runoff Depth=1.91"
Tc=6.0 min CN=88 Runoff=0.06 cfs 182 cf

Subcatchment 3: Runoff Area=12,875 sf 39.88% Impervious Runoff Depth=0.97"
Flow Length=215' Tc=6.8 min CN=74 Runoff=0.31 cfs 1,043 cf

Reach SP1: Existing Sewer Main Inflow=0.23 cfs 760 cf
Outflow=0.23 cfs 760 cf

Reach SP2: Surface Runoff Inflow=0.31 cfs 1,043 cf
Outflow=0.31 cfs 1,043 cf

Reach SP3: Combined Flow Leaving Property Inflow=0.53 cfs 1,803 cf
Outflow=0.53 cfs 1,803 cf

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1: FLAT ROOF Runoff Area=2,418 sf 100.00% Impervious Runoff Depth=4.36"
Tc=6.0 min CN=98 Runoff=0.25 cfs 879 cf

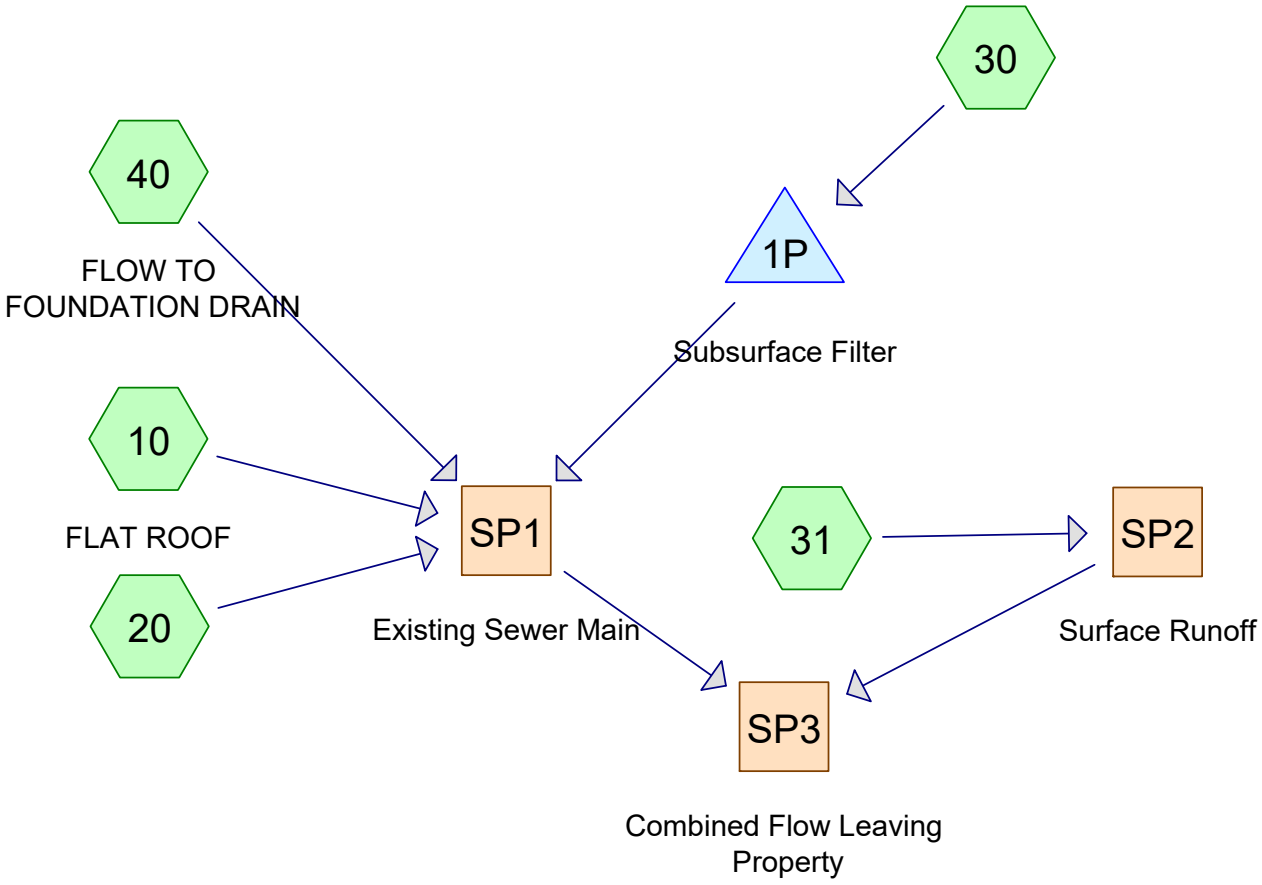
Subcatchment 2: Runoff Area=1,145 sf 83.41% Impervious Runoff Depth=3.29"
Tc=6.0 min CN=88 Runoff=0.10 cfs 314 cf

Subcatchment 3: Runoff Area=12,875 sf 39.88% Impervious Runoff Depth=2.05"
Flow Length=215' Tc=6.8 min CN=74 Runoff=0.68 cfs 2,199 cf

Reach SP1: Existing Sewer Main Inflow=0.35 cfs 1,193 cf
Outflow=0.35 cfs 1,193 cf

Reach SP2: Surface Runoff Inflow=0.68 cfs 2,199 cf
Outflow=0.68 cfs 2,199 cf

Reach SP3: Combined Flow Leaving Property Inflow=1.03 cfs 3,392 cf
Outflow=1.03 cfs 3,392 cf



Subcat Reach Pond Link

Routing Diagram for 18076-POST
Prepared by DM Roma Consulting Engineers, Printed 2/8/2019
HydroCAD® 10.00-20 s/n 09237 © 2017 HydroCAD Software Solutions LLC

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10: FLAT ROOF Runoff Area=2,418 sf 100.00% Impervious Runoff Depth=5.56"
Tc=6.0 min CN=98 Runoff=0.32 cfs 1,121 cf

Subcatchment 20: Runoff Area=1,145 sf 83.41% Impervious Runoff Depth=4.43"
Tc=6.0 min CN=88 Runoff=0.13 cfs 423 cf

Subcatchment 30: Runoff Area=8,703 sf 87.96% Impervious Runoff Depth=4.76"
Tc=6.0 min CN=91 Runoff=1.06 cfs 3,453 cf

Subcatchment 31: Runoff Area=3,263 sf 84.13% Impervious Runoff Depth=4.54"
Tc=6.0 min CN=89 Runoff=0.38 cfs 1,235 cf

Subcatchment 40: FLOW TO FOUNDATION Runoff Area=909 sf 2.64% Impervious Runoff Depth=0.49"
Tc=6.0 min CN=41 Runoff=0.00 cfs 37 cf

Reach SP1: Existing Sewer Main Inflow=1.15 cfs 5,034 cf
Outflow=1.15 cfs 5,034 cf

Reach SP2: Surface Runoff Inflow=0.38 cfs 1,235 cf
Outflow=0.38 cfs 1,235 cf

Reach SP3: Combined Flow Leaving Property Inflow=1.44 cfs 6,269 cf
Outflow=1.44 cfs 6,269 cf

Pond 1P: Subsurface Filter Peak Elev=124.61' Storage=820 cf Inflow=1.06 cfs 3,453 cf
Outflow=0.80 cfs 3,453 cf

Summary for Subcatchment 10: FLAT ROOF

Runoff = 0.32 cfs @ 12.08 hrs, Volume= 1,121 cf, Depth= 5.56"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	2,418	98	Building
	2,418		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Subcatchment 20:

Runoff = 0.13 cfs @ 12.09 hrs, Volume= 423 cf, Depth= 4.43"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	230	98	Building
*	725	98	Pavement-Concrete
	190	39	>75% Grass cover, Good, HSG A
	1,145	88	Weighted Average
	190		16.59% Pervious Area
	955		83.41% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Subcatchment 30:

Runoff = 1.06 cfs @ 12.08 hrs, Volume= 3,453 cf, Depth= 4.76"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	7,655	98	Building and Parking
	1,048	39	>75% Grass cover, Good, HSG A
	8,703	91	Weighted Average
	1,048		12.04% Pervious Area
	7,655		87.96% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Subcatchment 31:

Runoff = 0.38 cfs @ 12.08 hrs, Volume= 1,235 cf, Depth= 4.54"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	2,745	98	Building and Pavement
	518	39	>75% Grass cover, Good, HSG A
	3,263	89	Weighted Average
	518		15.87% Pervious Area
	2,745		84.13% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Subcatchment 40: FLOW TO FOUNDATION DRAIN

Runoff = 0.00 cfs @ 12.31 hrs, Volume= 37 cf, Depth= 0.49"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=5.80"

	Area (sf)	CN	Description
*	24	98	Concrete Pad
*	150	39	Crushed Stone
	735	39	>75% Grass cover, Good, HSG A
	909	41	Weighted Average
	885		97.36% Pervious Area
	24		2.64% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. TC**

Summary for Reach SP1: Existing Sewer Main

Inflow Area = 13,175 sf, 83.89% Impervious, Inflow Depth = 4.59" for 25-Year event
Inflow = 1.15 cfs @ 12.15 hrs, Volume= 5,034 cf
Outflow = 1.15 cfs @ 12.15 hrs, Volume= 5,034 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Summary for Reach SP2: Surface Runoff

Inflow Area = 3,263 sf, 84.13% Impervious, Inflow Depth = 4.54" for 25-Year event
Inflow = 0.38 cfs @ 12.08 hrs, Volume= 1,235 cf
Outflow = 0.38 cfs @ 12.08 hrs, Volume= 1,235 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Summary for Reach SP3: Combined Flow Leaving Property

Inflow Area = 16,438 sf, 83.93% Impervious, Inflow Depth = 4.58" for 25-Year event
Inflow = 1.44 cfs @ 12.14 hrs, Volume= 6,269 cf
Outflow = 1.44 cfs @ 12.14 hrs, Volume= 6,269 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Summary for Pond 1P: Subsurface Filter

Inflow Area = 8,703 sf, 87.96% Impervious, Inflow Depth = 4.76" for 25-Year event
Inflow = 1.06 cfs @ 12.08 hrs, Volume= 3,453 cf
Outflow = 0.80 cfs @ 12.15 hrs, Volume= 3,453 cf, Atten= 24%, Lag= 4.1 min
Primary = 0.80 cfs @ 12.15 hrs, Volume= 3,453 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 124.61' @ 12.15 hrs Surf.Area= 445 sf Storage= 820 cf

Plug-Flow detention time= 57.1 min calculated for 3,453 cf (100% of inflow)
Center-of-Mass det. time= 57.1 min (839.2 - 782.1)

Volume	Invert	Avail.Storage	Storage Description
#1	121.40'	458 cf	**Custom Stage Data (Prismatic)**Listed below (Recalc) 1,558 cf Overall - 413 cf Embedded = 1,144 cf x 40.0% Voids
#2	121.90'	413 cf	**ADS_StormTech SC-740 +Cap** x 9 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		871 cf	Total Available Storage

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
121.40	445	0	0
124.90	445	1,558	1,558

Device	Routing	Invert	Outlet Devices
#1	Primary	118.63'	**10.0" Round Culvert** L= 35.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 118.63' / 117.55' S= 0.0309 '/' Cc= 0.900 n= 0.013, Flow Area= 0.55 sf
#2	Device 1	118.73'	**4.0" Vert. Orifice/Grate** C= 0.600
#3	Device 2	121.40'	**5.000 in/hr Exfiltration over Surface area**

			Conductivity to Groundwater Elevation = 117.50'
#4	Device 1	124.05'	**Custom Weir/Orifice, Cv= 2.62 (C= 3.28)**
			Head (feet) 0.00 0.55 0.55 1.90
			Width (feet) 0.50 0.50 4.00 4.00

Primary OutFlow Max=0.79 cfs @ 12.15 hrs HW=124.61' (Free Discharge)
- **1=Culvert** (Passes 0.79 cfs of 6.19 cfs potential flow)
- **2=Orifice/Grate** (Passes 0.09 cfs of 1.00 cfs potential flow)
  - **3=Exfiltration** (Controls 0.09 cfs)
- **4=Custom Weir/Orifice** (Weir Controls 0.70 cfs @ 2.22 fps)

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10: FLAT ROOF Runoff Area=2,418 sf 100.00% Impervious Runoff Depth=2.87"
Tc=6.0 min CN=98 Runoff=0.17 cfs 578 cf

Subcatchment 20: Runoff Area=1,145 sf 83.41% Impervious Runoff Depth=1.91"
Tc=6.0 min CN=88 Runoff=0.06 cfs 182 cf

Subcatchment 30: Runoff Area=8,703 sf 87.96% Impervious Runoff Depth=2.16"
Tc=6.0 min CN=91 Runoff=0.50 cfs 1,570 cf

Subcatchment 31: Runoff Area=3,263 sf 84.13% Impervious Runoff Depth=1.99"
Tc=6.0 min CN=89 Runoff=0.17 cfs 541 cf

Subcatchment 40: FLOW TO FOUNDATION Runoff Area=909 sf 2.64% Impervious Runoff Depth=0.00"
Tc=6.0 min CN=41 Runoff=0.00 cfs 0 cf

Reach SP1: Existing Sewer Main Inflow=0.29 cfs 2,330 cf
Outflow=0.29 cfs 2,330 cf

Reach SP2: Surface Runoff Inflow=0.17 cfs 541 cf
Outflow=0.17 cfs 541 cf

Reach SP3: Combined Flow Leaving Property Inflow=0.46 cfs 2,871 cf
Outflow=0.46 cfs 2,871 cf

Pond 1P: Subsurface Filter Peak Elev=123.26' Storage=507 cf Inflow=0.50 cfs 1,570 cf
Outflow=0.08 cfs 1,570 cf

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10: FLAT ROOF Runoff Area=2,418 sf 100.00% Impervious Runoff Depth=4.36"
Tc=6.0 min CN=98 Runoff=0.25 cfs 879 cf

Subcatchment 20: Runoff Area=1,145 sf 83.41% Impervious Runoff Depth=3.29"
Tc=6.0 min CN=88 Runoff=0.10 cfs 314 cf

Subcatchment 30: Runoff Area=8,703 sf 87.96% Impervious Runoff Depth=3.59"
Tc=6.0 min CN=91 Runoff=0.81 cfs 2,607 cf

Subcatchment 31: Runoff Area=3,263 sf 84.13% Impervious Runoff Depth=3.39"
Tc=6.0 min CN=89 Runoff=0.29 cfs 922 cf

Subcatchment 40: FLOW TO FOUNDATION Runoff Area=909 sf 2.64% Impervious Runoff Depth=0.18"
Tc=6.0 min CN=41 Runoff=0.00 cfs 14 cf

Reach SP1: Existing Sewer Main Inflow=0.47 cfs 3,814 cf
Outflow=0.47 cfs 3,814 cf

Reach SP2: Surface Runoff Inflow=0.29 cfs 922 cf
Outflow=0.29 cfs 922 cf

Reach SP3: Combined Flow Leaving Property Inflow=0.71 cfs 4,736 cf
Outflow=0.71 cfs 4,736 cf

Pond 1P: Subsurface Filter Peak Elev=124.33' Storage=769 cf Inflow=0.81 cfs 2,607 cf
Outflow=0.33 cfs 2,607 cf

R.W. Gillespie & Associates, Inc.
Geotechnical Engineering • Environmental Consulting • Materials Testing Services

18 January 2019

Greg Shinberg
St. Lawrence Development, LLC
PO Box 4424
Portland, ME 04101

Subject: Subsurface Explorations
Apartment Building Addition
57-59 St. Lawrence Street
Portland, Maine
RWG&A Project No. 1711-001

Dear Mr. Shinberg:

R. W. Gillespie & Associates, Inc. (RWG&A) is pleased to present the results of test pits dug in the area of the planned building addition. The services were performed in general accordance with RWG&A Proposal No. P-10072GO dated 03 January 2019. The purpose of RWG&A's services was to observe and log subsurface conditions exposed in test pit excavations and to prepare this letter report with exploration logs and exploration location plan. The site is located at the northeast side of St. Lawrence Street, and its approximate location is shown on Figure 1, *Locus Map*.

Subsurface Explorations

The exploration program consisted of four test pits with soil sampling. Figure 2, *Exploration Location Plan*, shows the final exploration locations. The proposed boring locations were selected by St. Lawrence Development, LLC. The test pits were dug on 10 January 2019 by GLB Construction of Westbrook, Maine using a Caterpillar 312D tracked excavation. Exploration activities were monitored by RWG&A personnel who prepared the test pit logs. The soils were described in general accordance with *ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).* Samples were collected and transported to RWG&A's soil testing laboratory on Biddeford, Maine and will be retained for 60 days from the date of this report.

Logs of the borings are included in Attachment A. Stratification lines shown on the boring logs represent the estimated boundaries between the different soil types encountered; the actual transitions will be more gradual and vary over short distances. Subsurface information should only be considered representative of subsurface conditions encountered within the vertical reach of the explorations on the date the explorations were made.

Subsurface Conditions

Generally, four soil units were observed in the explorations: fill, sand with various amounts of silt, and sand silty sand with gravel. Fill ranged from about 1 to 3 feet thick was generally composed of sand with gravel; ash and brick were within fill at TP-3. Test pit TP-2 was terminated on an apparent large boulder; refusal surfaces were not encountered at any of other three test pits.

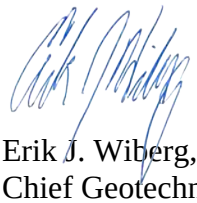
Free water was not observed in the test pit excavation. Groundwater levels at the site will fluctuate due to season, temperature, rainfall, nearby underground utilities, and construction activity in the area. The absence of free water data on the logs does not necessarily mean that groundwater will not be encountered at these locations or within the vertical reaches of the test pits.

Closure

This report has been prepared for St. Lawrence Development, LLC for specific application to the Apartment Building Addition, 57-59 St. Lawrence Street in Portland, Maine. This work has been completed in accordance with generally accepted soil and foundation engineering practices; no other warranty, expressed or implied is made. In the event that any changes are made in the nature or location of the project, the information in this report should be reviewed by RWG&A.

It has been a pleasure to assist St. Lawrence Development, LLC, and please do not hesitate to contact the undersigned if there are any questions or if RWG&A can be of further service.

Sincerely,
R. W. GILLESPIE & ASSOCIATES, INC.

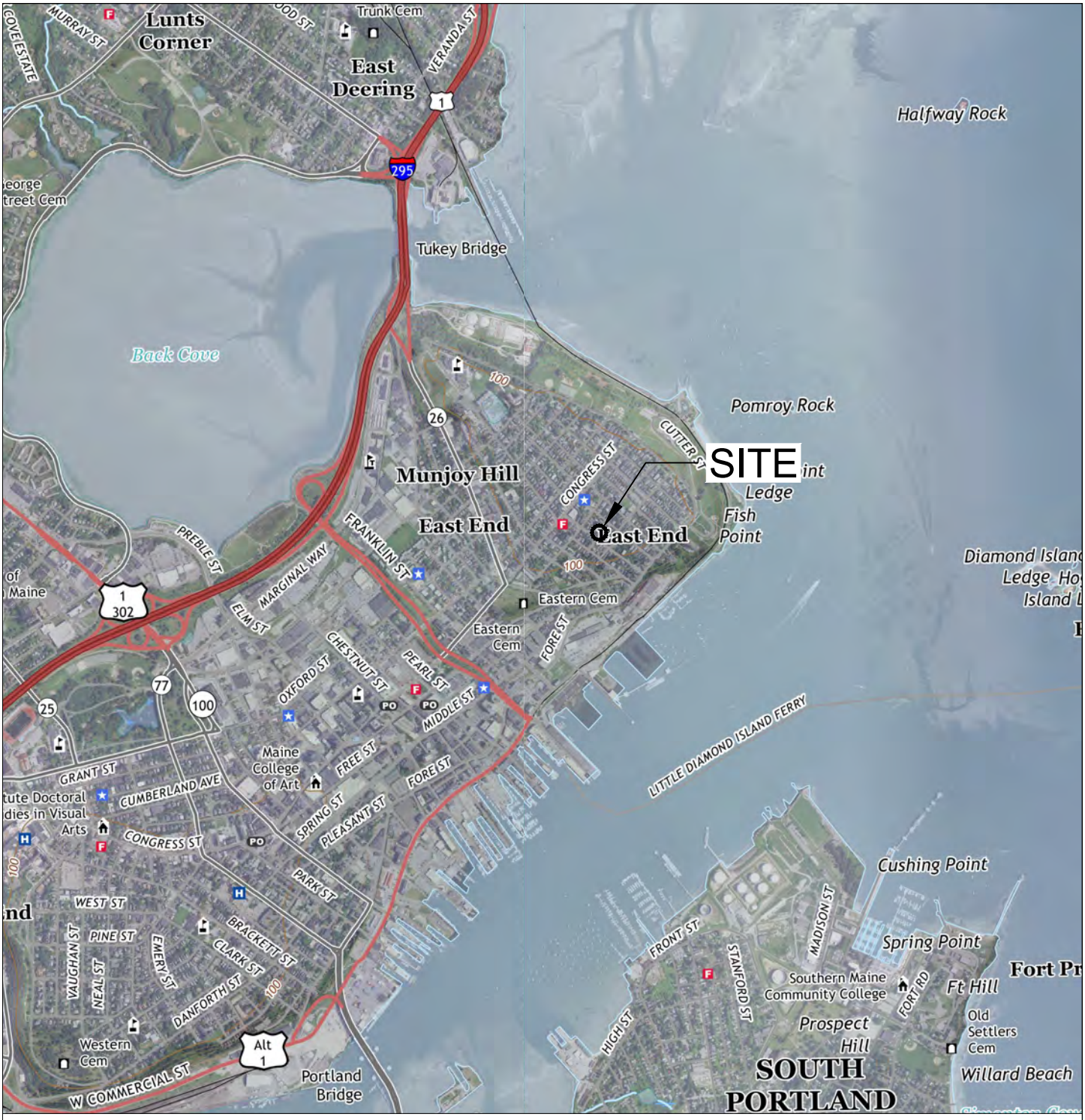


Erik J. Wiberg, P.E.
Chief Geotechnical Engineer

EJW:ks

Attachments:
Figure 1. Site Locus
Figure 2. Exploration Location Plan
Attachment A. Boring Logs

G:\PROJECTS\1700\1711\1711-001\2019-01-18 Subsurface Explorations 1711-001.docx



N

0 2000 3000 4000

SCALE, FEET

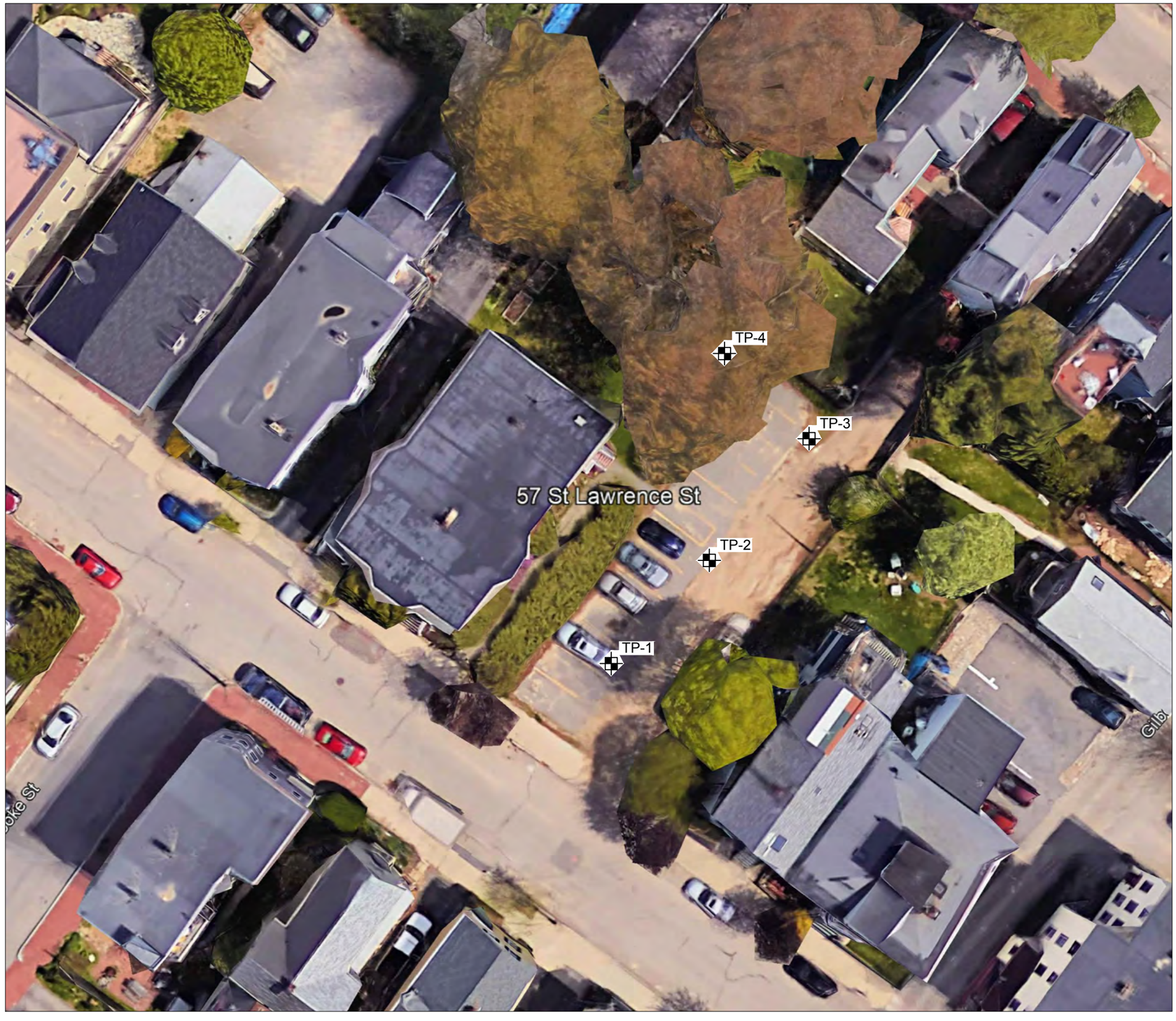
SOURCE:
USGS 7.5-MINUTE TOPOGRAPHIC QUADRANGLE OF PORTLAND WEST, ME, DATED 2018 AND PORTLAND EAST, ME, DATED 2018.

FIGURE 1
LOCUS MAP
SUBSURFACE EXPLORATIONS
APARTMENT BUILDING ADDITION
PORTLAND, MAINE

JANUARY 2019 PROJECT NO. 1711-001

R.W. Gillespie & Associates
Geotechnical Engineering ● Materials Testing Servies
Environmental Consulting ● www.rwgillespie.com

G:\Autocad\1700\1711-001\FIG 1, LOCUS MAP 1711-001.dwg, 1/14/2019 11:52:55 AM



LEGEND:

TP-1 APPROXIMATE LOCATION OF TEST PIT EXCAVATED JANUARY 2019.

SOURCE:
© GOOGLE EARTH 2018 IMAGE.

N

0 30 45 60

SCALE, FEET

FIGURE 2
EXPLORATION LOCATION PLAN
SUBSURFACE EXPLORATIONS
APARTMENT BUILDING ADDITION
PORTLAND, MAINE

JANUARY 2019 PROJECT NO. 1711-011

R.W. Gillespie & Associates
Geotechnical Engineering ● Materials Testing Servies
Environmental Consulting ● www.rwgillespie.com

G:\Autocad\1700\1711-001\FIG 2, ELP 1711-001.dwg, 1/18/2019 11:02:48 AM

APPENDIX A

BORING LOGS

Subsurface Explorations
Apartment Building Addition
57-59 St. Lawrence Street
Portland, Maine

R.W. Gillespie & Associates

- Geotechnical Engineering
- Environmental Consulting
- Materials Testing Services

TEST PIT LOG

Test Pit No. TP-1

PROJECT	Apartment Building Addition	PROJECT NO.	1711-001
CLIENT	St. Lawrence Development, LLC	DATE	01/11/2019
LOCATION	Portland, ME	ELEV.	N/A
EXCAVATION METHOD	CAT 312D (GLB Construction)	LOGGER	Dan Burgess
EXCAVATION LOCATION			
DEPTH TO - Water: None Observed	When checked: During digging	Caving:	

DEPTH, FT	SYMBOL	SAMPLES SAMPLE NUMBER	DESCRIPTION	MOISTURE %	LAB TESTS
0		S-1	FILL; Sand with gravel, moist, coarse to fine sand, angular gravel, few silt, dark brown.		
1		S-2	SAND WITH SILT (SM); Moist, coarse to fine sand, few to little silt, brown.		
2			SAND WITH GRAVEL (SP-SM); Moist, coarse to fine sand, subround to subangular gravel, few silt, brown.		
3		S-3	SILTY SAND (SM); Moist, medium to fine sand, few subround gravel, little to some silt, gray/brown. Wood fragment at 3.5'		
4					
5					
6			Bottom of Exploration at 5.5'; Not refusal.		

Notes:

R.W. Gillespie & Associates

- Geotechnical Engineering
- Environmental Consulting
- Materials Testing Services

TEST PIT LOG

Test Pit No. TP-2

PROJECT	Apartment Building Addition	PROJECT NO.	1711-001
CLIENT	St. Lawrence Development, LLC	DATE	01/11/2019
LOCATION	Portland, ME	ELEV.	N/A
EXCAVATION METHOD	CAT 312D (GLB Construction)	LOGGER	Dan Burgess
EXCAVATION LOCATION			
DEPTH TO - Water: None Observed	When checked: During digging	Caving:	

DEPTH, FT	SYMBOL	SAMPLES SAMPLE NUMBER	DESCRIPTION	MOISTURE %	LAB TESTS
0		S-1	FILL; Sand with gravel, moist, coarse to fine sand, angular gravel, few silt, dark brown.		
1		S-2	SAND WITH SILT (SM); Moist, medium to fine sand, few to little silt, dark brown.		
		S-3	SAND (SP-SM); Moist, coarse to fine sand, trace to few silt, brown.		
2			Bottom of Exploration at 2'; Large subrounded boulder.		
3					
4					
5					
6					

Notes:

R.W. Gillespie & Associates

- Geotechnical Engineering
- Environmental Consulting
- Materials Testing Services

TEST PIT LOG

Test Pit No. TP-3

PROJECT	Apartment Building Addition	PROJECT NO.	1711-001
CLIENT	St. Lawrence Development, LLC	DATE	01/10/2019
LOCATION	Portland, ME	ELEV.	N/A
EXCAVATION METHOD	CAT 312D (GLB Construction)	LOGGER	Dan Burgess
EXCAVATION LOCATION			
DEPTH TO - Water: None Observed	When checked: During digging	Caving:	

DEPTH, FT	SYMBOL	SAMPLES SAMPLE NUMBER	DESCRIPTION	MOISTURE %	LAB TESTS
0		S-1	FILL; Sand with gravel, moist, coarse to fine sand, angular gravel, few silt, bricks, ash, dark brown.		
3		S-2	SAND (SP-SM); Moist, coarse to fine sand, few subround gravel, trace to few, silt, brown.		
5		S-3	SILTY SAND (SM); Moist, medium to fine sand, some silt, gray.		
6			Bottom of Exploration at 5.5'; Not refusal.		

Notes:

R.W. Gillespie & Associates

- Geotechnical Engineering
- Environmental Consulting
- Materials Testing Services

TEST PIT LOG

Test Pit No. TP-4

PROJECT	Apartment Building Addition	PROJECT NO.	1711-001
CLIENT	St. Lawrence Development, LLC	DATE	01/10/2019
LOCATION	Portland, ME	ELEV.	N/A
EXCAVATION METHOD	CAT 312D (GLB Construction)	LOGGER	Dan Burgess
EXCAVATION LOCATION			
DEPTH TO - Water: None Observed	When checked: During digging	Caving:	

DEPTH, FT	SYMBOL	SAMPLES SAMPLE NUMBER	DESCRIPTION	MOISTURE %	LAB TESTS
0			TOPSOIL AND ORGANIC MATERIAL (3 inches).		
		S-1	SAND WITH SILT (SM); Moist, medium to fine sand, few roots, few subround fine gravel, little silt, brown.		
1		S-2	SAND (SP-SM); Moist, coarse to fine sand, trace to few silt, subround to subangular gravel, brown.		
2					
		S-3	SAND WITH SILT (SM); Moist, medium to fine sand, little silt, little subround gravel, dark brown.		
3					
		S-4	SAND WITH SILT AND GRAVEL (SM); Moist, medium to fine sand, some subround to subangular gravel, few to little silt, brown.		
4					
5					
			Bottom of Exploration at 5.5'; Not refusal.		
6					

Notes:

ATTACHMENT C

MEDIUM INTENSITY SOILS MAP

Soil Map—Cumberland County and Part of Oxford County, Maine
(AOI)

Map Scale: 1:447 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 5 10 20 30

Feet
0 20 40 80 120

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 15, Sep 6, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HIB	Hinckley loamy sand, 3 to 8 percent slopes	0.4	100.0%
Totals for Area of Interest		**0.4**	**100.0%**

ATTACHMENT D

INSPECTION, MAINTENANCE AND HOUSEKEEPING PLAN

DM ROMA
CONSULTING ENGINEERS

INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN

57 ST. LAWRENCE STREET DEVELOPMENT
PORTLAND, MAINE

Responsible Party

Owner: St. Lawrence Development, LLC
181 State Street, Suite 303
Portland, Maine 04101

The owner is responsible for the maintenance of all stormwater management structures and related site components and the keeping of a maintenance log book with service records. Records of all inspections and maintenance work performed must be kept on file with the owner and retained for a minimum of five years. The maintenance log will be made available to the City upon request. At a minimum, the maintenance of stormwater management systems will be performed on the prescribed schedule.

The procedures outlined in this plan are provided as a general overview of the anticipated practices to be utilized on this site. In some instances, additional measures may be required due to unexpected conditions. *The Maine Erosion and Sedimentation Control BMP* and *Stormwater Management for Maine: Best Management Practices* Manuals published by the Maine Department of Environmental Protection (MDEP) should be referenced for additional information.

During Construction

1. **Inspection and Corrective Action:** It is the contractor's responsibility to comply with the inspection and maintenance procedures outlined in this section. Inspection shall occur on all disturbed and impervious areas, erosion control measures, material storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. These areas shall be inspected at least once a week as well as 24 hours before and after a storm event and prior to completing permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct the inspections.

2. **Maintenance:** Erosion controls shall be maintained in effective operating condition until areas are permanently stabilized. If best management practices (BMPs) need to be repaired, the repair work should be initiated upon discovery of the problem but no later than the end of the next workday. If BMPs need to be maintained or modified, additional

BMPs are necessary, or other corrective action is needed, implementation must be completed within seven calendar days and prior to any rainfall event.

3. **Documentation:** A report summarizing the inspections and any corrective action taken must be maintained on site. The log must include the name(s) and qualifications of the person making the inspections; the date(s) of the inspections; and the major observations about the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken. The log must be made accessible to City Staff, and a copy must be provided upon request. The owner shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

Housekeeping

1. **Spill prevention:** Controls must be used to prevent pollutants from construction and waste materials on site to enter stormwater, which includes storage practices to minimize exposure of the materials to stormwater. The site contractor or operator must develop, and implement as necessary, appropriate spill prevention, containment, and response planning measures.

2. **Groundwater protection:** During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials. Any project proposing infiltration of stormwater must provide adequate pre-treatment of stormwater prior to discharge of stormwater to the infiltration area, or provide for treatment within the infiltration area, in order to prevent the accumulation of fines, reduction in infiltration rate, and consequent flooding and destabilization.

3. **Fugitive sediment and dust:** Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control, but other water additives may be considered as needed. A stabilized construction entrance (SCE) should be included to minimize tracking of mud and sediment. If off-site tracking occurs, public roads should be swept immediately and no less than once a week and prior to significant storm events. Operations during dry months, that experience fugitive dust problems, should wet down unpaved access roads

once a week or more frequently as needed with a water additive to suppress fugitive sediment and dust.

4. **Debris and other materials:** Minimize the exposure of construction debris, building and landscaping materials, trash, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials to precipitation and stormwater runoff. These materials must be prevented from becoming a pollutant source.

5. **Excavation de-watering:** Excavation de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water removed from the ponded area, either through gravity or pumping, must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the Department.

6. **Authorized Non-stormwater discharges:** Identify and prevent contamination by non-stormwater discharges. Where allowed non-stormwater discharges exist, they must be identified and steps should be taken to ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge. Authorized non-stormwater discharges are:
   (a) Discharges from firefighting activity;
   (b) Fire hydrant flushings;
   (c) Vehicle washwater if detergents are not used and washing is limited to the exterior of vehicles (engine, undercarriage and transmission washing is prohibited);
   (d) Dust control runoff in accordance with permit conditions and Appendix (C)(3);
   (e) Routine external building washdown, not including surface paint removal, that does not involve detergents;
   (f) Pavement washwater (where spills/leaks of toxic or hazardous materials have not occurred, unless all spilled material had been removed) if detergents are not used;
   (g) Uncontaminated air conditioning or compressor condensate;
   (h) Uncontaminated groundwater or spring water;
   (i) Foundation or footer drain-water where flows are not contaminated;
   (j) Uncontaminated excavation dewatering (see requirements in Appendix C(5));
   (k) Potable water sources including waterline flushings; and
   (l) Landscape irrigation.

7. **Unauthorized non-stormwater discharges:** Approval from the City does not authorize a discharge that is mixed with a source of non-stormwater, other than those discharges in compliance with Section 6 above. Specifically, the City's approval does not authorize discharges of the following:

(a) Wastewater from the washout or cleanout of concrete, stucco, paint, form release oils, curing compounds or other construction materials;
(b) Fuels, oils or other pollutants used in vehicle and equipment operation and maintenance;
(c) Soaps, solvents, or detergents used in vehicle and equipment washing; and
(d) Toxic or hazardous substances from a spill or other release.

Post construction

1. **Inspection and Corrective Action:** All measures must be maintained by the owner in effective operating condition. A qualified third-party inspector hired by the owner shall at least annually inspect the stormwater management facilities. This person should have knowledge of erosion and stormwater control including the standards and conditions of the site's approvals. The inspector shall be certified through the City to inspect the stormwater infrastructure. The following areas, facilities, and measures must be inspected, and identified deficiencies must be corrected. Areas, facilities, and measures other than those listed below may also require inspection on a specific site.

   A. **Vegetated Areas:** Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.

   B. **Culverts:** Inspect culverts in the spring, late fall, and after heavy rains to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the culvert's inlet and outlet.

   C. **Catch Basins/Outlet Control Structure:** Inspect and, if required, clean out catch basins at least once a year, preferably in early spring. Clean out must include the removal and legal disposal of any accumulated sediments and debris at the bottom of the basin, at any inlet grates, at any inflow channels to the basin, and at any pipes between basins. If the basin outlet is designed to trap floatable materials, then remove the floating debris and any floating oils (using oil-absorptive pads).

   D. **Subsurface Chamber System:** The manufacturer recommends that at a minimum the that an annual inspection is conducted. Initially the system shall be inspected every 6 months for the first year of operation. If inspection indicates that sediment has accumulated, a measurement to determine the depth of sediment shall be performed. When an average depth of 3 inches is exceeded then clean-out shall be performed. The system should drain within 48 hours following a one-inch storm and if a larger storm fills the system to overflow, it shall drain within 36 to 60 hours. If the system drains too fast, an orifice may need to be added on the underdrain outlet.

E. **Regular Maintenance:** Clear accumulations of winter sand along roadway once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along pavement shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader.

F. **Documentation:** Keep a log (report) summarizing inspections, maintenance, and any corrective actions taken. The log must include the date on which each inspection or maintenance task was performed, a description of the inspection findings or maintenance completed, and the name of the inspector or maintenance personnel performing the task. If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal. The log must be made accessible to City staff upon request. The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization. Attached is a sample log.

Re-certification

In order to receive Stormwater Credit toward the City of Portland Stormwater Service Charge, the owner must submit an annual inspection report by June 30 of each year in accordance with Chapter 32, Article III and Chapter 24, Article V of the City of Portland's Code of Ordinances. A qualified 3rd party post-construction inspector must conduct an inspection of the stormwater control system, including all BMPs and associated features, and complete Form 4. If the credit holder does not submit a completed annual inspection report by June 30, or submits a failing inspection report, credits will be suspended.

Duration of Maintenance

Perform maintenance as described.

STORMWATER MAINTENANCE LOG

57 ST. LAWRENCE STREET DEVELOPMENT
PORTLAND, MAINE

The following stormwater management and erosion control items shall be inspected and maintained as prescribed in the Maintenance Plan with recommended frequencies as identified below. The owner is responsible for keeping this maintenance log on file for a minimum of five years and shall provide a copy to the City upon request. Inspections are to be performed by a qualified third-party inspector and all corrective actions shall be performed by personnel familiar with stormwater management systems and erosion controls.

Maintenance Item	Maintenance Event	Date Performed	Responsible Personnel	Comments
Vegetated Areas	Inspect slopes and embankments early in Spring.			
Culverts	Inspect semiannually and after major rainfall.			
	Repair erosion at inlet or outlet of pipe.			
	Repair displaced riprap.			
	Clean accumulated sediment in culverts when >20% full.			
Catch Basins and Outlet Structure	Inspect to ensure that structure is properly draining.			
	Remove accumulated sediment semiannually.			
	Inspect grates/inlets and remove debris as needed.			
StormTech SC-740 Chambers	Inspect every six months and after major rain events to ensure that pond drains within 60 hours			
	Inspect annually for erosion or sediment accumulation and repair as needed.			
Regular Maintenance	Clear accumulation of winter sand in paved areas annually.			

FORM 4

Non-Residential Stormwater Credits: Annual Inspection of BMPs and structural stormwater controls

Site Information

Address: _____

Street Address Zip Code

Parcel ID (Chart, Block, Lot # + 3-digit ID): _____

Contact Information

Owner (must be owner, lessee or buyer)

Name: _____

Last First M.I.

Business Name (if Applicable): _____

Mailing Address: _____

Street Address Apartment/Unit #

_____

City State Zip Code

Phone #: (___)____-_____ E-mail Address: _____

Agent/Representative

Name: _____

Last First M.I.

Mailing Address: _____

Street Address Apartment/Unit #

_____

City State Zip Code

Phone #: (___)____-_____ E-mail Address: _____

Inspector

Name: _____

Last First M.I.

Business Name (if Applicable): _____

Mailing Address: _____

Street Address Apartment/Unit #

_____

City State Zip Code

Phone #: (___)____-_____ E-mail Address: _____

Certifying Statements (to be completed by credit holder or representative)

By checking the boxes below, the owner (or the applicant on behalf of the owner) certifies that the following statements regarding the maintenance of the property's stormwater management system, as well as the adherence to the approved maintenance and inspection plan, are true.

☐ Stormwater facilities and the features of the site that contribute to their efficacy (such as drainage swales, culverts, site grade, etc.) have not been altered since approval of the most recent credit application.

☐ Stormwater facilities have been maintained in accordance with the approved maintenance and inspection plan (if applicable)

Applicant Signature

I hereby certify that I am the owner of record of the named property, or that the owner of record has authorized me to submit this application on his or her behalf. I agree to conform to all applicable laws of the City of Portland. In addition, I understand that the City of Portland Department of Public Services has the authority to enter and inspect all areas that pertain to this application at any reasonable hour to verify that the information contained in this form is accurate.

Signature: _____ Date: _____

Inspection Results (to be completed by the Inspector)

☐ **FAIL** (Select if any one item on the attached Inspection Report is coded "No")

Note: if a failing inspection is submitted by June 30, the owner will have until the following July 31 to submit a passing inspection report in order to continue credits. If a subsequent failing inspection report or no inspection report is submitted by July 31, credits will be discontinued.

☐ **PASS**

Professional Certification and Signature (to be completed by Inspector)

As a duly qualified third party inspector, I attest that a thorough inspection has been completed for all applicable BMPs and structural stormwater controls associated with this site. I further certify that all of the information contained in this inspection report has been completed truthfully.

Signature: _____Date: _____

Professional Identification (License #, if applicable): _____

INSPECTION REPORT

General Information

Inspection Date: _____ Days since last precipitation: _____

Inspection duration: _____ Quantity of last precipitation (in): _____

Weather: _____ Storm event: _____

Nearby natural resources	☐ Yes	☐ No	☐ NA
Copy of ESC plan	☐ Yes	☐ No	☐ NA

MEDEP Permit # (*if applicable*)

Notes:

BMP's/Structural Controls

Type	# On Site	Type	# On Site
Vegetated Area	_____	Detention & Retention Facility	_____
Stormwater Channel	_____	Runoff Infiltration Facility	_____
Culvert	_____	Other: _____	_____
Catch Basin System	_____	Other: _____	_____
Roadway/Surface Parking	_____	Other: _____	_____
Buffer	_____	Other: _____	_____

Notes:

Vegetated Areas

Condition of slopes and embankment is good	☐Yes	☐No	☐NA
No bare areas (< 90% covered) with sparse growth	☐Yes	☐No	☐NA
Armored areas have no rill erosion or the flow diverted to onsite areas can withstand concentrated flows	☐Yes	☐No	☐NA

Notes:

Stormwater Channels			
Condition of ditches, swales, & other stormwater channels good	☐Yes	☐No	☐NA
No obstructions, accumulated sediments or debris	☐Yes	☐No	☐NA
Vegetated growth and woody vegetation controlled	☐Yes	☐No	☐NA
Erosion of any ditch lining repaired	☐Yes	☐No	☐NA
Vegetated ditches have been mowed	☐Yes	☐No	☐NA
Woody vegetation growing through riprap has been removed	☐Yes	☐No	☐NA
Riprap has been replaced where underlying filter fabric or underdrain gravel is showing or where stones have dislodged	☐Yes	☐No	☐NA
Notes:			

Culverts			
Accumulated sediments and debris at the inlet, outlet, and within the conduit have been removed	☐Yes	☐No	☐NA
Erosion damage at the inlet and outlet have been repaired	☐Yes	☐No	☐NA
Notes:			

Catch Basin Systems			
Accumulated sediments from inflow channels and pipes between basins have been removed and legally disposed of	☐Yes	☐No	☐NA
Debris and/or oils have been removed from any baffle or grease trap	☐Yes	☐No	☐NA
Notes:			

Roadway and Parking Surfaces			
Accumulated sand in parking lots and along roadways has been cleared	☐Yes	☐No	☐NA
Pavement is swept to help remove sediment	☐Yes	☐No	☐NA
Road shoulders and excess sand have been graded	☐Yes	☐No	☐NA
Gravel roads and road shoulders have been graded	☐Yes	☐No	☐NA
Stormwater is not impeded by accumulations of material or false ditches	☐Yes	☐No	☐NA
Notes:			

Buffers	
Treatment buffers have been inspected for evidence of erosion, concentrated flow, or encroachment by development	☐Yes ☐No ☐NA
Buffer vegetation has been managed per requirements of all deed restrictions and/or maintenance agreements	☐Yes ☐No ☐NA
Vegetation in all non-wooded buffers has been mowed no shorter than 6 inches and less than three times per year	☐Yes ☐No ☐NA
The sown-slope of all spreaders and turn-outs for erosion have been inspected and repaired	☐Yes ☐No ☐NA
Sediment has been cleaned from all spreader bays or turnout pools	☐Yes ☐No ☐NA
Notes:	

Stormwater Detention and Retention Facilities	
Embankments have been inspected for settlement, slope erosion, internal piping, and downstream swamping	☐Yes ☐No ☐NA
Embankments have been mowed to control woody vegetation	☐Yes ☐No ☐NA
The outlet control structure has been inspected for broken seals, obstructed orifices, and plugged trash racks	☐Yes ☐No ☐NA
Sediment and debris within the control structure have been removed and legally disposed of	☐Yes ☐No ☐NA
Any damage to the trash racks or debris guards has been repaired	☐Yes ☐No ☐NA
Vegetated spillways have been mowed to control woody vegetation and replace any dislodged stone in riprap spillways	☐Yes ☐No ☐NA
Accumulated sediments within the impoundment and forebay have been removed and legally disposed of	☐Yes ☐No ☐NA
Notes:	

Proprietary Treatment Devices	
A third party has been contracted with for the removal of accumulated sediments, oils, and debris within the device and replacement of any absorptive filters, or work is scheduled to be performed in-house	☐Yes ☐No ☐NA
Maintenance has been performed in accordance with manufacturer's specifications and guidelines	☐Yes ☐No ☐NA
Notes:	

Runoff Infiltration Facilities	
Any pretreatment measures that collected sediment and hydrocarbons entering an infiltration system have been inspected and cleaned out	☐Yes ☐No ☐NA
Accumulated sediments within the infiltration area have been removed and legally disposed of	☐Yes ☐No ☐NA
The infiltration system has been renewed if it fails to drain within 72 hours after a rainfall of one-half inch or more	☐Yes ☐No ☐NA
The soil of vegetated infiltration basins has been tilled and replanted	☐Yes ☐No ☐NA
Rock-lined basins or stone-filled trenches have been reconstructed by removing stones, replacing underlying filter fabric, and tiling or removing the underlying wall	☐Yes ☐No ☐NA

Notes:

Photos

Comprehensive photos with captions, as applicable, must be submitted in conjunction with this form.

Other Inspection Notes

Corrective action needed not specified above	☐Yes ☐No ☐NA
Follow up required	☐Yes ☐No ☐NA
Verbal notification provided to responsible party	☐Yes ☐No ☐NA

Verbal notification contact: _____

Notes:

Att. K

Greg Shinberg <gls@shinbergconsulting.com>

CMP Three Phase Ability to Serve Request and Three Phase Service Process for Proposed St Lawrence Development

1 message

Cough, Jamie <Jamie.Cough@cmpco.com> Fri, Feb 15, 2019 at 7:48 AM
To: Greg Shinberg <gls@shinbergconsulting.com>

2/15/2019

Greg Shinberg

St. Lawrence Development LLC

PO Box 4424 Portland ME 04101

Sent via email to: Greg Shinberg <gls@shinbergconsulting.com>

RE: **Proposed St. Lawrence Street Development Project**

Request for Ability to Serve Letter

Project Description:

The proposed development includes 16 apartments plus House metering for existing Apartment Building upgrade with elevator on St. Lawrence Street.

CMP has the ability to serve the proposed project in accordance with our CMP Handbook (web link below). We can provide you the desired pad or pole mounted transformers per your request and city approval, in accordance with our CMP Handbook of Standard Requirements. If you have any questions on the process, or need help in completion of the documents, **please contact me at 207-629-1489.**

Here is our typical process for getting your three phase or CT rated single phase service installed. If you have any questions, please let me know. The underlined links will redirect you to the appropriate site for additional information.

Service Milestones for Three Phase Services and CT Rated Single Phase Services. Please refer to CMP Installation Checklists for other installations.

- Call 1-800-565-3181 to establish a new account (if needed) and an SAP work order. Please provide both of these to me.
- Submit Load information. Please complete the attached EDET (excel file) using load information. . Please complete this and email back to me.
- Submit the easement information worksheet. Please complete this form and either email or fax back to me.
- Submit any electronic drawings (PDF (preferred) or DWG files) of the site layout and proposed electrical connections if you have them.
- Preliminary meetings with CMP Advisor and Engineer to determine details of job (I will need to schedule with your electrician/contractor-please let me know who this is)
- Field planner design appointment to cost out job and develop CMP Invoice. The invoice is typically generated 5-6 weeks after the design appointment. This expires after 90 days from the invoice date.
- CMP submits invoice to the customer for payment (typically via email). Payment received from customer.
- Easements (based on easement information worksheet) sent out, signed and originals returned to CMP.
- Job scheduled for completion after the electrical inspection has been received.

This process can take several months, depending upon several factors including transformer or materials delivery, return of completed paperwork, and other jobs in the system that may be ahead of yours. In addition, contact with the other utilities, including telephone and cable, should be commenced as soon as practical. They may have additional work or charges in addition to the CMP work required to bring your project on line.

Please complete the attached forms (the specific instructions are on each form) and email them back to me at your earliest convenience.

For your convenience, here is a link to the CMP Website which contains our Handbook with details on most service requirements: CMP Handbook of Standard Requirements

You will be responsible for installing the customer connections, conduits, and metering in accordance with the CMP Handbook of Standard Requirements. The transformer will be sized based on your submitted load sheets.

Your deposit amount will be typically based on an estimated two month bill, calculated from your completed load sheet unless otherwise determined by CMP.

Metering:

All metering (including locations) must be preapproved by CMP.

Chapter 324 Interconnections:

Please be advised that if you plan to install solar/wind/hydro generation, you must complete an application under the MPUC mandated Chapter 324 Interconnection Standards. If you go to Chapter 324 Interconnection Standards and follow the instructions for the Small Generator Interconnection Procedures, CMP can do this work in parallel to your service request that will be handled by me. If you project is under 660 KW You will be able to have a Customer Net Energy Billing contract. Information concerning Customer Net Energy Billing can be accessed thru the Chapter 324 website or by clicking here: Net Energy Billing

Reallocation/Line Extensions:

Recently, changes were made to the three-phase construction policy, which require CMP to reallocate construction costs paid by customers. If applicable, those projects identified as “developments” do not qualify for reallocation of funds. Please see this document at our website for details about the reallocation conditions. Any reallocation charges will be specifically denoted on your invoice. The website address for this is: PolyphaseLineExtension .

This line extension will be part of Central Maine Power’s distribution system. In the event the property served under this Agreement is sold or otherwise conveyed, all rights and obligations of the Agreement shall stay with the property. Please note that if you rent or lease this property to another and you want to receive the reimbursement payments, you must make special arrangements with the Central Maine Power Company. Otherwise, any reimbursement payments will be sent to the “Customer” taking service at the service location.

Electricity Supplier Information:

Central Maine Power Company (CMP) will provide your facility with electric delivery service. If you don’t already have a provider, you will need to make arrangements with a competitive electricity provider in order to receive electricity supply for your facility. In the event you fail to choose a competitive electricity provider, you will receive Standard Offer service arranged by the Maine Public Utilities Commission. If you wish to be served by a competitive electricity provider immediately upon establishment of delivery service, you must arrange for this service directly through your chosen competitive electricity provider, who must enroll your account no later than 5 PM on the business day prior initiation of delivery service by CMP. An up-to-date list of competitive suppliers can be found at the:

1) Maine Public Utilities Commission (MPUC) web site- **Maine PUC**
2) By calling the MPUC at (207) 287-3831

Attachments:

Excel Load Sheet (EDET)

Easement Worksheet and Sample Standard Easement

Regards,

Jamie

Jamie Cough

Energy Services Advisor

Central Maine Power Company

162 Canco Road

Portland, ME 04103

207-842-2367 office

CENTRAL MAINE POWER

==========

Please consider the environment before printing this email.

If you have received this message in error, please notify the sender and immediately delete this message and any attachment hereto and/or copy hereof, as such message contains confidential information intended solely for the individual or entity to whom it is addressed. The use or disclosure of such information to third parties is prohibited by law and may give rise to civil or criminal liability.

The views presented in this message are solely those of the author(s) and do not necessarily represent the opinion of Avangrid Networks, Inc. or any company of its group. Neither Avangrid Networks, Inc. nor any company of its group guarantees the integrity, security or proper receipt of this message. Likewise, neither Avangrid Networks, Inc. nor any company of its group accepts any liability whatsoever for any possible damages arising from, or in connection with, data interception, software viruses or manipulation by third parties.

==========

3 attachments

Easement_Information_Worksheet.doc
44K

Standard Easement Sample.pdf
72K

2July 2018 EDET.XLSX
773K

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

February 14, 2019

Jayson Haskell, P.E.
DM ROMA
P.O. Box 1116
Windham, ME 04062

Re: 57 St. Lawrence Street, PO
Ability to Serve with PWD Water

Dear Mr. Haskell:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on February 13, 2019. Based on the information provided per plans dated February 13, 2019, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 1-inch service with a 5/8-inch meter may be installed from the water main in St. Lawrence Street to the standalone townhouse style building. The service should enter through the properties frontage on St. Lawrence Street at least 10-feet from any side property lines. An approved backflow prevention device must be installed on the service line directly after the meter prior to service activation.

- A new 6-inch fire service (parent) and 2-inch domestic service (child) with a 1.5-inch meter may be installed from the water main in St. Lawrence Street. The services should enter through the properties frontage on St. Lawrence Street at least 10-feet from any side property lines. An approved backflow prevention device must be installed on each service line directly after the meter/entrance to the building prior to service activation. Please note that only one meter and one bill will be associated to each domestic service line. This one master meter would be located in a common space that all tenants could gain access to if necessary.

- The existing 3/4-inch domestic water service must be terminated by shutting the corporation valve and cutting the pipe from the water main.

- The Portland Water District does not have record of any other existing infrastructure in public roads and recommends a survey and test pitting be performed by the development team prior to construction. Any conflicts that arise during construction are at the risk of the developer and may result in job shutdown until new plans are submitted by the developer and reviewed and approved by PWD.

225 DOUGLASS STREET P.O. BOX 3553 PORTLAND, MAINE 04104-3553
PHONE: 207.774.5961 FAX: 207.761.8307 WEB: WWW.PWD.ORG

Prior to construction, the owner or contractor will need to make an appointment to complete a service application form and pay all necessary fees. The appointment shall be requested through MEANS@pwd.org or by calling 207-774-5961 ext. 3199. Please allow (3) business days to process the service application paperwork. PWD will guide the applicant through the new development process during the appointment.

Existing Site Service

According to District records, the project site does currently have existing water service. A 3/4-inch diameter copper domestic service line provides water service to the site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of this service.

Water System Characteristics

According to District records, there is an 8-inch diameter cast iron water main in St. Lawrence Street and a public fire hydrant located approximately 150 feet from the site. The most recent static pressure reading was 57 psi on June 7, 2018.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely not be required. It is your responsibility to contact the City of Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact MEANS to request a hydrant flow test and we will work with you to get more complete data.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Robert A. Bartels, P.E.
Senior Project Engineer

Unitil
ME GAS OPERATIONS

January 3, 2019

Shinberg Consulting, LLC
PO Box 4424
Portland, ME 04101

Re: 57-59 St Lawrence St., Portland, Maine

Dear Greg:

Thank you for your interest in using natural gas for the above referenced project.

This is to confirm that natural gas can be made available from our distribution system to serve your proposed project.

Any improvements to the existing distribution system that are necessary to provide this service, as well as the design of the gas system in the project itself, will be established as the overall design and scope of your project progresses.

All work necessary to provide service will be performed in accordance with the Maine Public Utilities Commission requirements.

If you have any further questions or require additional information, please contact me directly at (207) 541-2571 or fitzgeraldd@unitil.com

Sincerely,

Danni Fitzgerald
Senior Business Development Associate
Unitil Corporation
(T) 207-541-2571 (F) 207-541-2591

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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

Bradley Roland, P.E.
Water Resources Division

Date: July 19, 2019

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

Site Address: 57-59 St. Lawrence Street

Chart Block Lot Number: Map 16, Block E, Parcels 16 & 19

Proposed Use: 16 Unit Residential
Previous Use: 7 Unit Residential
Existing Sanitary Flows: 1,260 GPD
Existing Process Flows: 0 GPD
Description and location of City sewer that is to receive the proposed building sewer lateral.

18-inch Egg Shape Pipe in St. Lawrence Street

Site Category		
	Commercial *(see part 4 below)*	
	Industrial *(complete part 5 below)*	
	Governmental	
	Residential	X
	Other *(specify)*	

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

2. Please, Submit Contact Information.

City Planner's Name: Jean Fraser Phone: 874 - 8728
Owner/Developer Name: St. Lawrence Development, LLC
Owner/Developer Address: PO Box 4424, Portland, ME 04101
Phone: 772 - 7070 Fax: E-mail: GLS@SHINBERGCONSULTING.COM
Engineering Consultant Name: Dustin Roma, DM Roma Consulting Engineers
Engineering Consultant Address: PO Box 1116, Windham, ME 04062
Phone: 310 - 0506 Fax: E-mail: DUSTIN@DMROMA.COM

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

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 2,760 GPD
Peaking Factor/ Peak Times: Peak flow expected to occur between 6 AM and 8 AM
Specify the source of design guidelines: *(i.e.* __ *"Handbook of Subsurface Wastewater Disposal in Maine,"* __ *"Plumbers and Pipe Fitters Calculation Manual,"* __ *Portland Water District Records, Other (specify)* State of Maine Subsurface Wastewater Disposal Rules, Table 4A

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

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: _____

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: 0 GPD

Do you currently hold Federal or State discharge permits? Yes ____ No x

Is the process wastewater termed categorical under CFR 40? Yes ____ No x

OSHA Standard Industrial Code (SIC): *(http://www.osha.gov/oshstats/sicser.html)*

Peaking Factor/Peak Process Times: _____

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

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

---

5 units @ 1 bedroom = 5 x 120 gpd = 600 gpd

9 units @ 2 bedrooms = 9 x 180 gpd = 1,620 gpd

2 units @ 3 bedrooms = 2 x 270 gpd = 540 gpd

Total Wastewater Design Flow = 600 gpd + 1,620 gpd + 540 gpd = 2,760 gpd

CITY OF PORTLAND
Department of Public Works
Christopher C. Branch, P.E., Director

Date: August 7, 2019

Re: Wastewater Capacity Authorization

Address: 57-59 St. Lawrence Street
Applicant: St. Lawrence development, LLC

Planner: Jean Fraser

Anticipated Wastewater Flow:

Estimate of Anticipated Design Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing flow to be removed				
Multiple Family Dwelling Units	2-Bedroom	7	180	-1260
Proposed flow				
Multiple Family Dwelling Units	1-Bedroom	4	120	480
Multiple Family Dwelling Units	2-Bedroom	9	180	1620
Multiple Family Dwelling Units	3-Bedroom	2	270	540
Multiple Family Dwelling Units- Stand Alone	1-Bedroom	1	120	120
			Net Change	**+ 1500**
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition				

Comments:
The Department of Public Works, which includes the Water Resource Division, have reviewed and determined that the downstream sewers from the project address have the capacity to convey the estimated dry weather wastewater flows which will be generated from this development.

You are reminded that the sewers you are proposing to connect into convey both sanitary and stormwater (Combined Sewer) and therefore a backflow preventer is suggested.

If the City can be of further assistance, please contact me at all 874-8840 or brad@portlandmaine.gov

Sincerely,

212 Canco Road, Ste B · Portland, ME 04103 · 207-874-8801
cbranch@portlandmaine.gov · www.portlandmaine.gov

CITY OF PORTLAND

Bradley A. Roland, P.E.
Senior Project Engineer

M A R K
M U E L L E R
ARCHITECTS

PUBLIC SAFETY and FIRE PREVENTION: *Revised (7.22.19)*

Crime Prevention:

One of the overall design intents of the project is to create a cluster of buildings which accentuate the feeling of a safe and secure neighborhood. It is our opinion that neighborhoods in themselves naturally create a sense of community, unity and security for its residents. Evidence of this idea is the creation of neighborhood watch groups in thoughtful communities.

The project goal for security is enhanced by the proximity of the living units to the street. In the design there are living units located near street level giving easy access for awareness. An advantage of the small townhouse building is the 'active zone' on the street, it will provide a visual connection to St. Lawrence Street and the community. The other two units in the front of the project are raised 3 feet above the street, but still offer the same visual observation and connection to the street and neighborhood.

The courtyard is another design feature that we feel creates a sense of safe informal gathering space for the residents and their guests. The natural enclosure will provide an organic sheltered path to the main entrance. The courtyard will include security and wayfinding lighting as part of the site design. Further measures may include security cameras at a later date.

A walkway with a garden structure fence leads from the street and sidewalk, its use will encourage an access point to the site for residents who walk to work and downtown. The opening will conversely provide visibility into the courtyard, allowing neighbors a visual connection from a neighborhood surveillance perspective.

Emergency Vehicle Access:

The city of Portland emergency responders will have access to the site from the adjacent St. Lawrence Place, an existing private access drive. St. Lawrence Place is 16' wide. The length of St. Lawrence Place is approximately 120' and is one-way. When considering accessing the building from the city street and the city use of the private way it will allow emergency access to the property from two directions. It is anticipated that city emergency vehicles will not access the entrance auto-courtyard.

The length of the private drive to the main entrance of the building is 50'-0". Within the renovated existing building, two living units are directly off the street and are no more than 20'-0" from St. Lawrence Street.

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

M A R K
MUELLER
ARCHITECTS

Building Code Review:

The project has been designed to meet the standards of NFPA 1, NFPA 101 and the IBC building codes. All building codes are based on the 2015 editions.

Project Use Groups: R-2 and 'New Apartments' in the Life Safety code.

When designing large multi-family projects our first concern when considering the health safety and welfare of the residents is to provide adequate exit stairs. These stairs are on opposite sides of the building for remoteness, and they lead residents to a safe location outside the building. The stairs are fire rated based on the number of stories.

The second major element we consider is the construction type of the building, again base on the number of stories, the use group, the size of the floor plans and the proposed building height. The construction types for the two buildings are as follows:

Existing Building: three stories of living with covered parking below: Type 5A
Proposed Building: four stories of living over covered parking below: Type *3B (7.22.19)*
Note: the clerestory space over the existing building meets the definition of a mezzanine and is not classified as a story.

Fire separation distances with the small individual dwelling have been considered as part of the design, thus certain exterior walls will have additional fire rating associated with them.

Sprinkler systems: the multi-family living buildings and their covered parking will be sprinklered per the NFPA 13 systems. The small separate structure as a single-family living unit will be sprinklered with the NFPA 13D system.

The building will contain a fire alarm system to meet the requirements of NFPA 72 and the Portland fire alarm ordinance.

100 Commercial St
Suite 205
Portland, Maine 04101
Phone: 207.774.9057
Fax: 207.773.3851
E-Mail:
rfi@muellerarchitects.com
Member AIA

Dated: June 17, 2019

RESPONSES TO STAFF REVIEW

Mitchell & Associates
Landscape Architects

The following is a response to the peer review comments that were presented by Jeff Tarling, City of Portland Arborist.

Mr. Tarling raised the following (paraphrased points):

1. There are two large trees located along the northerly side of the site situated on the abutting parcel. One tree is in poor condition, the second is in fair to good condition. Size of tree (canopy) arches over property line and potential impact to crown root zone would occur from site construction and the height of building addition.

   The condition of the large tree closest to St. Lawrence Place leans significantly over the project property and is of questionable health. We concur with Jeff Tarling's assessment of the tree and proximity of site work. Excavation for new water services and for a retaining wall will occur within 10 feet of trunk and will potentially impact root system. The applicant intends to coordinate with the abutter to discuss limbing of branches over-hanging the property line and potential removal of the less healthy tree. The applicant, at a minimum, will retain the services of an arborist to remove over-hanging limbs that may create a safety hazard and or interfere with use of the property. Care will be taken to avoid impact to the crown root zone as feasibly achieved. There are a clump of trees along the southerly side of St. Lawrence Place abutting the property of Kristen Larson. One of the trees falls within the travel-way and will be removed to accommodate grade changes.

2. Mr. Tarling raised a question about the name of the private lane, based upon the reserved parking sign for 7 Gilbert Lane.

   The private lane is St. Lawrence Place. Gilbert Lane is situated south and 7 Gilbert Lane extends perpendicular to Gilbert Lane and abuts St. Lawrence Place. The owner of 7 Gilbert Lane has access rights over St. Lawrence Place to park in their backyard. The owner of 49 St. Lawrence Street has rights to access over St. Lawrence Place to access their property. No parking privileges are permitted within St. Lawrence Place.

ZONING REVIEW COMMENTS

1. Munjoy Hill Neighborhood Conservation District C Dimensional Standards:

   Based upon discussions with staff, modifications to the building footprint have been made to accommodate for a cumulative side setback of 20 feet. The setback for the existing building along the northwesterly side (closest to St. Lawrence Street) is 6'-5", the setback at the closest point of the addition on the northeasterly corner of the proposed addition is 13'-7". Note the addition is not parallel with the property line. The stand-alone single family unit is set back 10'-5".

2. R6 Zone Ordinance A (14-136 permitted use); Residence 2 multi-family dwellings C. below grade dwelling unit shall be permitted only if access is provided directly to the outside: Reference to Unit 103.

   Based upon discussions with Ann Machado, Zoning Administrator, the exterior grade adjacent to the two bedroom unit (Unit #103), has been lowered to elevation 126.00 – the finish floor elevation for the bedrooms is 126.50. Each bedroom has egress awning windows for emergency exiting. Exterior egress stairs in the recessed exterior court yard area lead away from the building.

3. R6 Dimensional Standards that are not superseded by the MHNCD (14-139)(a) Landscape Open Space: 20% required (does not include parking areas or other impervious surfaces).

   Based upon discussions with staff, we have prepared Exhibit 2, Landscaped Open Space Lot Coverage Percentage. The total lot area is 11,644 SF, 2624 SF of open/green space or 22.35% is provided. Note the turf walk way initially proposed a stabilized turf grid unit on the northwesterly side. We have eliminated the grid until confirmation from the Zoning Administrator that the proposed grid system will meet the green space criteria.

Att. N

Owner:
St Lawrence Development LLC
PO Box 4424, Portland, ME 04101

Owner's Representative:

shinberg
CONSULTING, LLC

June 6, 2019

Dear Neighbor,

Please join us for a neighborhood meeting to discuss our plans to add 9 apartments to an existing 7-unit apartment building located at 57 to 59 St Lawrence Street in Portland, Maine.

Meeting Location: East End School, North Street Portland, Maine
Meeting Date: Wednesday, June 19
Meeting Time: 5:30 to 7:00 PM

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.)

If you have any questions, please call 207 772-7070.

Sincerely,

Greg Shinberg, Owner & Owner's Representative

1 OF 15

Note:

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

EAST END SCHOOL, PORTLAND 6-19-19.

55-59 St. LAWRENCE

shinberg
CONSULTING, LLC

PLEASE Sign IN:

NAME	EMAIL
1. Don Head	donhead66@gmail.com
2. Susan Bilker	suegdi@earthlink.net
3. DAVID KENNEDY	DAVKENNEDY2@GMAIL.COM
4. Judith Lambert	~~[illegible]~~ davkennedy2@gmail.c
5. Paul Hayes	paulh@lowryhilltax.c
*6. Mark Mueller	mark@muellerarchitects.co
7. PETER BASS	peterbass54@gmail.com
8. JAMIE ISAACSON	JakeIsaac1@AOL.com
*9. EVAN DEMERS	EVAN@MUELLERARCHITECTS.COM
10. Tori Lambert	torited@gwi.net

Enabling Your Vision
Real Estate Development Consulting
207-772-7070 • info@shinbergconsulting.com • www.shinbergconsulting.com

EAST END SCHOOL
56-59 ST. LAWRENCE

6-19-19

shinberg CONSULTING, LLC

PAGE #2

	NAME	EMAIL
11.	Johnnna Henry	
12.	Chip Henry	
*13.	ROB METCALF	rmetcalf@mitchellassociates.biz
*14.	GREG SHINBERG	gls@shinbergconsulting.com
*15.	Helena Nash	helena@helenanash.com
16.	KATHY PALMER	KATHY@THEFISHANDBONE.COM
17.	Kristin Lawson 772	Klaws18@gmail.com
18.		
19.		

PLEASE NOTE

20. NUMBERS 6, 9, 13, 14 & 15 ARE PART OF THE DEVELOPMENT TEAM
21. ANOTHER SEPARATE SHEET IS ATTACHED WITH ONLY THE DEVELOPMENT TEAM
22.
23.

4 OF 15

PLEASE SIGN IN.

6-19-19

shinberg CONSULTING, LLC

EAST END SCHOOL

67-59 St. LAWRENCE

	NAME	EMAIL
24.	TED ARNOLD	ted@tedjulianarnold.com
25.	ROB WHITTEN	ROBG WHITTENARCHITECTS.COM
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35		
36.		

Enabling Your Vision
Real Estate Development Consulting
207-772-7070 • info@shinbergconsulting.com • www.shinbergconsulting.com

shinberg
CONSULTING, LLC

6.19.19

EAST END SCHOOL
55-59 ST LAWRENCE
DEVELOPMENT TEAM SIGN IN

	NAME	EMAIL
1.	GREG SHINBERG	gs@shinbergconsulting.com
2.	MARK MUELLER	Mark@muellerarchitects.com
3.	ERIN DEMERS	erin@muellerarchitects.com
4.	BOB METCALF	rmetcalf@mitchellassociates.biz
5.	Helena Nash	helena@helenanash.com

shinberg
CONSULTING, LLC

Neighborhood Meeting Minutes
Proposed 55-59 St. Lawrence Building

6/19/2019
Organizer: Greg Shinberg, Shinberg Consulting ("GS")
Bob Metcalf, Mitchell Associates Landscape Architects ("BM") & Mark Mueller ("MM") & Evan Demers ("ED") of Mark Mueller Architects
Location of Meeting: East End Community School, 195 North St., Portland
Attendance: 20 including organizers
Start: 5:35pm
End: 6:50pm

Greg Shinberg:
Welcomes attendees.

Notes there's a possibility of this project being heard at the July 9 Planning Board meeting.

I've worked in the Portland area for 30 years, part of that time as a custom builder.

I've worked with the current development team several times. Designed and built 135 Sheridan Street project, Intermed and others.

Development Team:
Bob Metcalf (will talk more about current site)
Mark Mueller (will talk more about plans)
Evan Demers (will talk more about plans)

GS: We are required to put in deed restricted unit to build the addition to 45'. There will be a one bedroom to meet this requirement. There will also be a two-bedroom income-restricted unit on second floor to meet the IZ requirements.

GS: There is a formula that they come up with regarding rents/affordability established by HUD. I must follow this formula.

GS: This will be an apartment building, not condos. There are 7 apartments now, there will be 16 total after the renovations and additions.

GS: There are 12 parking spaces now, there will be 16 after the project is complete.

Bob Metcalf:

Gives description of building & plantings.
Services will be updated.

Q – John Carter: Are there existing utilities?

A – Bob Metcalf: Electricity is overhead. There's gas.

Q – John Carter: So the sewer and water lines will stay there?

A – Bob Metcalf: Yes.

Q – John Carter?: Will it be accessible in the future?

A: Yes.

Bob Metcalf:

Shows landscape plan.
Existing footprint and addition shown on projected image of plans.
Open courtyard. Parking underneath building. 6 spaces.
Emergency egress.
Maintenance.
Landscaping will be completely refreshed.
Open lawn area in back.
Lighting on site underneath for lower level parking. Notes emergency light location.
Entryway lighting.
Lighting level meets city requirements. Safety level lighting; won't be shining off property.

Any questions, Bob asked. No one had a question.

Mark Mueller:

We have a small office in Portland. The drawings give good credit to the vision here.

Sixteen units. Design something that had airy, open feeling, rather than a big block. Becomes a U shape. Helps to open in middle.

Q: Where is St. Lawrence?

A: Showed where St. Lawrence Road and St. Lawrence Place are.

GS:

There will be a stand-alone single unit home on lot in front on right. We can build a building of same size for a lot less if we just put big block in the middle. We didn't think that was a good idea, so we placed a little house toward the front of the property.

Q – Kathy Palman?: How many feet from St. Lawrence drive do I have?

MM - A: The large building is 13'9" from the sideline of the private driveway (St Lawrence Place). The stand-alone Town House is 10'2" from St Lawrence Place.

Elevator was lowered one story so it doesn't go over top of building.

Unit designs got better, not the cost.

Trying to make good housing in city of Portland.

Under original building will be lawn maintenance equipment, bicycles and storage.

Q – Tori Lambert: Will you be blasting under the building?

MM - A: It's not underground. It's on ground level where bikes, recycling, etc. will be stored.

GS –

Everything has to be done carefully to meet code for sprinklers, etc.

Key part of project was to get the correct number of parking spaces built.

Q – Peter?: So parking will arrive on ground level?

GS - A: Yes that's correct.

GS - We also have to handle stormwater so that they're not washing down into storm drains. Checked to see if there's any ledge. Went down 5-6 feet.

ED:

Our goal here is to keep historic look of current building. We want to break up streetscape. The courtyard area breaks up the size of the streetscape. Looks like three story standalone house. Tried to elevate windows on that portion.

Showing private driveway elevation... Stand-alone house has its own parking. Different styles of siding. Each has own identity. Dark material on higher elevation to cut down on sense of size.

Secondary access on side.
Back elevation—mostly new building.
Windows larger for egress.

Within Courtyard... access driving through.

Main entry point for 14 of 16 units is on side.

Shows Inner Courtyard West Elevation
Shows Inner Courtyard East Elevation
4th floor
Building is well below maximum height.

Different types of income, people, family sizes. Allow variety of people to be in neighborhood.

Q – Ted Arnold: How does it work having the mechanicals on the rooftop?

ED - A: City overlay zone allows you to go up to a maximum of 5' above the 45' height. What we've shown is approximate size. Installed in two locations. Idea is to make them smaller.

Q – Jamie Isaacson: What is the average rental fee?

GS – A : Don't know at this time. It depends upon when we would start construction. They will be compatible with other 2-3 bedroom units on the Hill. $1,500 to $2,000 to $2,500. They have parking.

GS – note

We are not building condos like on Sheridan street.

I plan to own this property for a long time. Not going to manage it. It will be a good property—well-maintained with variety of rents.

Q – John Carter Q: How far back from Atlantic Street property line is the building?

GS - A: Setback is 15 feet and we're a few feet beyond that. (NOTE: GS misunderstood the question and gave the answer to how far the building is to the back property line – Atlantic Street is much further away).

Q – John Carter Q: Will tenants be able to get on roof?

GS- A Roof will be mechanical only, no rooftop deck or access.

Q – John Carter Q: Will you be adding to existing building?

GS: _A: Yes.

Bob Metcalf:

Main building side entry will just have the entrance to the elevator. The townhouse will be accessed from first floor and will have a street side and parking side entrance.

ED: Description of different units:

102 Workforce housing – 1BR
Single
204 Townhouse
104

202
203-2BR inclusionary (IZ Unit)
204
205

303 Townhouse –living space and go upward
301 & 302 one back deck and one front deck on roof

3rd and 4th floor addition - all units are flats or townhouses.

The original building had four sets of stairs. Units themselves were smaller.

What we did was create more living space by removing those stairs and creating access to original building.

GS: It's important to point out that either 15 or 16 have decks or Juliette Balconies to give access to the street. Folks always said they liked being able to have access to outdoor space. We made units a little smaller to accommodate. I was at the historic meeting. This will potentially be a historic district. When we designed this project we thought about and talked

about the historic feel of the neighborhood. We tried to make it fit in with the other buildings in the neighborhood.

We talked with Deb Andrews at the City. Then spent time talking about design issues including bays, entries, parking, etc. I want this to have great curb appeal.

Q – Tori Lambert: Are you going to live here?

GS - A: No, I'm not.

Tori Lambert Comment: You're talking a lot about the front of the building. From the back it's huge on the Atlantic side. My comment and my personal opinion.

GS Response: In looking at materials and colors, we are looking at ways to make the building look smaller in scale. The yellow won't be the same color but we are using the current building color as a starting point and working with another color to affect the sense of space.

GS:

(Asks ED to show the 1924 pictures.) This is what we're emulating with the porches and other features of the front of the building. Does anyone know when this building came down? I've been looking all over for that info and haven't been able to find it yet.

John Carter Comments: Munjoy South urban renewal 1954 .... (said how many houses were taken down then. John Carter then showed and described where the houses used to be, using a pointer on the image projected overhead.)

GS:

When we started the project,I hired Mark and Bob as a team. The building needed to look good and function well. And it has to work financially, or it's not worth doing.

This is a trellis, and it's open to the sky, which creates a sense of space. Mark convinced me that it's better to make a smaller house in the front so that when you look up and down the street it's a better fit.

(Describes various buildings on street.)

John Carter Comment: That building is the American Legion.

GS:

Karen, who is here, works with Flaherty Realty. I heard that the current owners were selling. I've never planned to tear it down. It has good structure. It's a little butterflied in the middle. We'll be gutting the apartments, though, to reinsulate, re-wire, install new heating, etc.

Everything here that you're seeing today is on the City's website, so you can go there.

I welcome questions.

These neighborhood meetings are interesting. We go through a process of making changes to the design to fit what the City asks before asking the neighbors. I have been asked during the approval process for other projects that "what's the point of the neighborhood meeting if we're at 100% design and there's no opportunity for the neighbors to have input?" But its important to note that we have not had the first Planning Board Meeting for a Workshop and the neighbors will have the opportunity to express their concerns.

It's a two-step process next. There first be a Workshop and then will be a public hearing and a final vote.

Q – Tori Lambert: If you're going back 15 feet from property line, how are you going to address those big trees?

BM – A : The trees are actually on the lot behind. One is in poor health and condition. The other one is in pretty good condition. The tree closest to the property line isn't worth keeping. The one with the trunk leaning over into this property is really pretty diminished.

GS add a comment: Also the property line back here is actually on the other side of the fence line. We want to work with the neighbors to have a good understanding and work through all of these issues. An arborist will be able to tell us what we can plant that will grow well in this location with this mix of sun and shade.

BM adds: We'd like to save one tree but not the other.

(Additional comments about finding out where the root zone is and what pruning can be done to keep the other tree.)

GS:

Two units have spiral staircases going up to fourth floor. Cathedral ceilings. This is a bold architectural statement. Talked with Deb Andrews and Rob in the Historic Department of the Planning Department about the elements of historic buildings. Some historic advocates want each piece to stand alone, because they want to look at a building to say that's 120 years old, that one's new. If you follow the National Park Rules when you do historic rehabs, they want you to have distinct style differences. A good example is Commercial Street in the Old Port.

Modern is appealing to some people; it's not to others. We're looking to blend and complement, but not trying to make a Picasso statement. Exterior has a nice feel—nice inside too. I did the old USM dorms and created the box bays on the front of the building.

Sometimes I ask an architect to do something and the architect doesn't like that idea. I'm not architect. I think of spaces and uses of space. I try to defer to their expertise.

We added this Juliette balcony to enhance the side of the building and make outside of building more appealing.

Q – Jamie Isaacson: What is total of SF of the buildings?

GS – A : About triple the size. 7,300 now, and the new building will be 21,590.
Trying to make bigger apartments.

Q – Carl/Chip?: What will the phases and overall length of time be?

A – Greg Shinberg: This is a great question. There will be communication to get through and any changes with the Planning Board. With Planning Board approval, I hope to start construction approximately March of next year. Construction will take about a year.

Currently in one apartment is a resident named Danny, a crossing guard, he is income eligible I hope that he will move into the deed-restricted unit. We would likely plan to move him out during construction and give him a temporary place to live.

Residents are aware that I am in this process.
The building is being maintained by current owner until I start construction.
During construction I will work to make sure we won't block the shared driveway.

Want to make sure Nancy doesn't have a terrible time pulling into her spaces. In winter, there's snow removal accommodation.

Q – Carl/Chip?: How will we see a planning board meeting notification?

GS- A : There will be notices in the paper, I believe. I can send emails to everyone on list that signed in if necessary.

I live in Freeport. I didn't mean to be glib about your question, Tori. I've lived there since 1985. I like the space in the country. I raised my kids there, etc. My office is at State and Congress. I've done 100's of projects in this area. I'm not going to be an absentee owner.

Everyone here is going to be kept in mind during construction. We won't be starting work before 7:00am. I'm hardcore about that. We don't have to do really loud stuff before 9:00am. I will ask them (subcontractors) not to leave trucks idling, etc.

Some folks here may be in construction. Sheet rockers will start yelling at each other at 7:00am. I take that seriously.

The rooftop mechanicals have strict ordinances. There's a certain max amount of sound and ways to minimize sound. That's why they're located well away from property lines.

Greg Shinberg Asks: Questions, folks?

The City requires me to put out a sign-in sheet.

The minutes will be published on City web site and will be part of Planning Board records.

They then write a report that's available to Planning Board and public. Info goes to planning board and the public before the meeting.

John Carter Comment: You don't have the houses, etc., on the drawing on the back side of the building.

GS Response: We should be able to add that. We can do that for the second Planning Board meeting, maybe not for the first one. We'd like to be part of the July 9 meeting. They ask to not submit new changes after three weeks before a meeting so they can prepare.

Greg Shinberg Continues:

I believe in the Hill. I've invested in the Hill and would like to invest again.

While there was a moratorium I pulled back because we didn't know if they would change heights and rules and such. The changes made this more difficult, but we adjusted. It's a location that I believe in. It looks like neighbors are fixing up houses along the street as well.

Any other questions?
(No questions.)

Thank you, etc.

shinberg
CONSULTING, LLC

To: Murielynn and James Martell
60 Atlantic Street
Portland, Maine 04101

From: Greg Shinberg, Owner's Representative for St Lawrence Development and Shinberg Consulting

Date: August 4, 2019

Dear Ms and Mr Matell,

Thank you for taking the time to meet with me last week.

As per our conversation, I agree to do the following work in coordination with the construction of project to be built at 55 to 59 St Lawrence Street in Portland.

1. Remove a part of the fence at the property lines dividing your property, 58 Atlantic Street and 55 to 59 St Lawrence St and reinstall to the same or better condition after the tree work is done.
2. Remove the large Silver Maple tree in your backyard near the corner of your property and the neighbor at 58 Atlantic Street and the back fence of the property at 55 to 59 St Lawrence St.
3. Grind the stump from the large Silver Maple and replace with soil and plant grass seed.
4. Limb the other large Silver Maple near the back fence and add a cable between the two large main limbs to assist in a major separation of the main limbs during a high wind event.
5. Remove all debris from the site.
6. All trucks and heavy equipment will be brought in from 55 to 59 St Lawrence.

7. Provide proof of insurance to Ms and Mr Martell for the company that will do the work at least 2 weeks prior to commencement of the work.

By Greg Shinberg

Date 8.4.19

Ms or Mr Martell

Date 8-4-19

Mitchell
& Associates
LANDSCAPE ARCHITECTS

The Staples School
70 Center Street
Portland, Maine 04101
P: 207.774.4427
F: 207.874.2460
www.mitchellassociates.biz

July 18, 2019

Mr. Greg Shinberg
Shinberg Consulting, LLC
PO Box 4424
Portland, ME 04101

RE: 55-59 ST. LAWRENCE STREET

Dear Greg:

As discussed, I met with Jeff Tarling, City Arborist on-site Tuesday, July 16, 2019 to review the conditions of the two Silver Maple trees located on the abutting property. Jeff estimates the trees to between 80-100 years old. The one closest to the shed on your parcel is the one that shows significant deterioration while the other one is in a little better condition, showing less signs of deterioration. The branches that extend over your property are currently close to the existing building. Jeff indicated that branches extending over a property line can be removed by right. As per Jeff's original staff report, he has concerns with existing health and future impact from construction activity. We discussed options for potential tree replacement that would provide screening and limit future impact to all properties where existing branches extend near and over existing structures.

Based on our discussion, Jeff recommended that an arborist be retained to evaluate the condition of the two trees as well as the extent of limits (branches) that would be removed and provide a report to include recommendations for submission with the application.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
Mitchell & Associates

Robert Metcalf, Principal
Maine Licensed Landscape Architect

Jan. 2017 Tree Damage #1

Jan. 2017 Tree Damage #1

Jan. 2017 Tree Damage #1

Jan. 2017 Tree Damage #1

Dated: July 22, 2019

Att. P

RESPONSES TO STAFF REVIEW

Mitchell & Associates
Landscape Architects

The following are responses to Staff Review Memorandum dated July 3, 2019 and subsequent peer review comments:

Updated Submission Criteria

Section 14-526 (a) 2c: Sidewalks

The applicant in response to City Engineer Mike Tremblay' review comments received on July 10, 2019 is proposing to replace the existing concrete sidewalk along the property frontage including the drive apron for St Lawrence Place and extend 6 feet easterly beyond in front of 49 St Lawrence Street. Refer to Plan Sheet L2 Site Plan.

Section 14-526 (a) 4 d: Snow Storage

The applicant shall be responsible for plowing and removal of snow from 55-59 St Lawrence Street. A dedicated portion of the property to the north edge of the parking has been identified for snow storage. The responsibility for snow removal and maintenance of St Lawrence Place is the responsibility of the applicant and the two abutters, 7 Gilbert Lane and 49 St Lawrence Street that share rights to the 16 FT right of way. The applicant recognizes that snow removal from the site will be required depending upon the storm event.

Section 14-526 (a) 4 a and c: Off-street Parking; Vehicle & Motorcycle/scooter

The applicant has made design modifications to the parking configuration in response to staff review and updated turning movement diagrams for compact and full size vehicle parking. Modifications include increase in the depth of the parking spaces under the existing building from 16 FT to 18 FT, maintaining the reduced 8 FT width. In addition, the ADA accessible space has been relocated below the existing building, closer to the main entry to the elevator lobby.

To address turning movement accessing the spaces under the proposed addition the column locations have been shifted 2 FT to the west allowing greater available turning area. New turning movement diagram Exhibits 3.0, 3.1, 3.2 and 3.3 dated July 22, 2019 have been provided with this submission. The exhibits reflect that if a full size vehicle is

Parked behind a compact vehicle in the stacked spaces, it will not extend beyond the edge of the St Lawrence Place shared 16 FT wide access. There are four (4) proposed spaces under the addition that are 18 FT in depth

Section 14-526 (b) 2 a: Landscaping and Landscape Preservation

As stated in the applicants' preliminary site plan submission, there are no significant trees located on the property. There are two Silver Maples situated on the property line of abutting parcel to the north. These trees are approximately 80 – 100 years old based on discussions with City Arborist Jeff Tarling. Condition of the trees and issues of concern discussed with Jeff Tarling, refer to letter from Mitchell & Associates dated July 18, 2019

The applicant, at the suggestion of Jeff Tarling has engaged a certified arborist to evaluate the conditions of the existing trees. In addition, the applicant has been trying to reach the abutter to discuss the issues with the trees. At a minimum, the applicant by right may remove any branches hanging over the property line that interfere with the new construction or are considered safety hazards. This work will be done by a certified arborist. Construction activity on-site for installation of new utilities within the drip line of the trees will be limited as much as possible and storage of materials and or equipment will be restricted. Roots damaged by excavation will be cut clean prior to back fill of trenches. Note, removal of overhanging branches will be beneficial to compensate for impact to the root zone. As recommended by Jeff Tarling, the applicant is proposing to install three new maple trees, Siena Glen a fast growing hybridized maple, along the northerly property line to provided screening. The mature crown or canopy of these trees will not impact upon the structures on these properties.

Section 14-526 (b) 2 b: Site Landscaping

The only change to the site landscaping is the planting of three additional maples along the northerly property as referenced above.

Section 14-526 (b) 2 b iii: Street Trees

There are two existing street trees along the St Lawrence Street frontage, the existing tree along the easterly side of the property frontage (Maple tree) will be removed due to installation of new utilities serving the property. A new tree as proposed on the original submission will be provided. There is no feasible location along the street frontage to add street trees or the number of trees on the parcel frontage to address the required number of trees. The applicant is proposing to plant two flowering crab trees on either side of the walkway leading to the main entry to the elevator lobby. There are seven (7) existing apartments and nine (9) proposed units, the applicant intends to utilize the fee in- lieu option to pay for the additional fourteen trees.

Dated: July 30, 2019

RESPONSES TO STAFF REVIEW

Mitchell & Associates
Landscape Architects

The following are responses to Staff Review Email dated July 26, 2019 and subsequent peer review comments:

Updated Submission

I am following up on a few minor points related to the final submission:

Jean Fraser dated July 26, 2019

- **Data:** Our old application form had a data sheet that we used to prepare the summary data for the PB reports. The new system does not have that so its difficult for me to be sure I have accurate info re the data, especially when its on a bunch of different plans/docs. Could you give me the following data as based on the revised plans:
  - Impervious surfaces
  - disturbed area
  - building footprint (existing/proposed)

  We have updated the table on the Site Plan, Sheet L2 notes 4 – 4C.

  - **Impervious Surfaces-Proposed include structure and pavement area's 9,104 SF or 78**
  - **Disturbed Area- developed area including building, pavement and green space (new lawn and landscape) 11,644 SF**
  - **Existing Building Footprint, 2,745 SF, Proposed Addition 2,587 SF, or a total building footprint of 5,332 SF and Stand Alone Single Family 417 SF.**
- **Green Space data - check calcs:** Maybe its me, but when I add up the "green" areas on the attached plan I get 2557 sq ft which is almost 22%. If I am right, given that at least one board member noted that you had included areas that are maybe not really "green" (around the stairs/access at the rear) it might

be an idea to take some of that area out of the green hatch and end up with 21% green space (so its still above the 20% but addresses the board's concern). The layout plan may also need correction re this % if I have added correctly.

We have reviewed the calculations and did discover that one of the areas in the table had not been included in the total. To be sure we ran new calculations and the total area of Green Space is 2,560 SF or 21.98% of the site.

- **Civil Plans:** All of these should have a line scale and show dimensions. We tolerate the architectural plans being 1 inch equals ... , but not civil plans.

  We have added the graphic scale to the draft Subdivision Plat, Existing Conditions Plan, sheet l1, Site Plan, sheet L2, and the Planting Plan Sheet L3

Mike Tremblay dated July 26, 2019

Jean,

Here are my comments on the new turn templates:

- General/site plan: The proposed HP space is Space 5, which is not the appropriate length. HP spaces need to be 8'x18' per federal ADA regulations. Lengthening this space would simply mean narrowing the drive aisle; however, turning movements show that the constraints of this space are significant.

- **The spaces under the existing building were changed to 18 FT depth in our submission, the labeling of the spaces was not changed. The plan has been corrected.**

- General: "8x16" dimensions in spaces 11-16 should be updated for clarity; it appears these are a remnant of the previous plans.

The plans reflect the dimensions between the column spacing. The string dimensions reflect the width at the column. The width beyond the columns for spaces 7 through 10 is 9 FT wide. The width beyond the columns for spaces 11 through 16 is 8'-6" wide.

- Exhibit 3: Vehicle turning into Space 6 appears to be driving over the edge of the driveway slightly. This space likely works, possibly with a 3-point turn, but it may be more difficult than depicted in this exhibit. However, it is easy enough to back in, as shown in 3.1

- **No Response Required**

- Exhibit 3.1: This shows significant difficulty for larger vehicles entering spaces 13-16. I do not think a driver with a larger vehicle would use these spaces with regularity.

- **A discussed with the planning board and as discussed on July 30, 2019, the applicant will be retaining ownership of the property which will be rental. The spaces will be restricted to compact spaces, and will be monitored by a property management company retained by the applicant. We should note that the retaining wall area between space 14 and 15 only extends 4 FT between the two spaces, the remainder of the space is delineated by the striping between the spaces.**

- Exhibit 3.2: This shows the old parking layout; should be resubmitted.

- **Exhibit 3.2 has been revised**

- Exhibit 3.3: This shows that larger vehicles will have a very difficult time exiting spaces 13-16. I do not think a driver with a larger vehicle would use these spaces with regularity.

- **Refer to response for 3.1 above. The graphic for the passenger vehicle has been modified to make it easier to read.**

- Exhibit 3.3: This shows that a vehicle using Space 5 will have a very difficult experience exiting this space. This is problematic because space 5 is the handicap space, which is more likely to be a larger vehicle like a van.

- **The handicap space is 18 FT deep and the travel aisle is 24 FT per City Technical Design Standards.**

These concerns, particularly with spaces 13-16, are significant, and represent the reasons why requesting waivers for number of compact spaces as well as aisle width is often problematic.

- **We believe the responses above and plan modifications address this concern.**

I recognize that the alternative, short of a substantial redesign of the building, is to have fewer parking spaces and that likely doesn't help the situation, but it is likely that users of these spaces will experience difficulty accessing them, and the likelihood of property damage (both vehicles and site elements) is significantly greater than if parking dimensions were standard.

- **We believe the clarifications and plan modification address these concerns. Once tenants become familiar with the conditions they are more than likely to understand what the limitations are and required maneuvers to access the spaces. Parking is an issue in Portland's neighborhoods even with the movement toward trying to utilize public transit and walking. The number of spaces proposed is 16 with the required number of 15 spaces.**

Google Groups

Comment on 57 St Lawrence St Notice

kmci <kmcinern@gmail.com> Apr 22, 2019 4:22 PM
Posted in group: **Planning Board**

Hi,
Re: 57 St Lawrence application.
I'm against this plan. We have had way too much investor-development activity in this area, and we have no idea what the impact of that development will be.
No additional development should occur until a period of time has passed and we can assess the impact. That is likely to take a period of years.
Until then no applications of this sort should be approved. This is not to be punitive but to be pragmatic. The amount of development has been off the charts and uncontrolled.
We only now see a possibility of managing development on Munjoy Hill using things like the proposed historic district designation. Too little, too late.
Thank you,
Kathy

received July 3, 2019

PC2

To the Portland Planning Board
Re: 57 St. Lawrence Street
July 3, 2019
From Nancy Thayer - 7 Gilbert Lane
Nancy.thayer1@gmail.com
207-831-8674

The Project on 57 Saint Lawrence Street

I just want to say how sad it is that this project is so massive and does not fit into the neighborhood at all. A lot of small homes against this big project I find disappointing. I would like to see it downsized and that is my opinion only.

Parking and Private Way
There are three owners of the private way call St. Lawrence Place. If there are any decisions regarding the way, it should be discussed and mutually agreed on. Not a two against one situation. I don't want Greg Shinberg to decide on what he wants with the drive because of the massive project he has.

I know that there were previous homes in the past, which are not there now. But it does have utility/water lines still intact, I believe. I may have the need to access those lines because of where I live on Gilbert lane. The line right now goes down a historic lane to St. Lawrence Street. I want to know that I have the right to use those lines on St. Lawrence Place if needed.

I also do not want the drive paved. If my gas line needs repair, the pavement would have to be taken up and obviously there is an extra cost to that. I also believe that should be mutually agreed upon.

Greg would have 17 cars using that lane and the other owner would have four cars as well. I have two. That is a lot of congestion on the private way. I am concerned about visibility when coming out of the lane because of the large town house he has right up to the curb. What about people walking on the sidewalk, how will we see them?

On the first set of plans, he showed a tandem parking space he numbered 16 &17. These spots would have to turn into my private parking area to get out. On the second set of plans he has them removed and labeled it for snow. I want to be assured that cars will not be parking there from the tenants, maintenance people etc….

There are trees on my side of the drive that I don't want cut down. They are on my side of the road. Also, a stump that is referred to as a marker in previous

deeds is on my side of the road I do not want that removed. Part of it is on my property as well. Pictures are also available.

For years I have been parking along the side of my fence/property area which does not affect the use of the lane. I want the right to maintain that. Pictures are available.

Snow and maintenance Concerns

Greg should maintain the private way because of the amount of tenants he has. I also have a concern that who he uses for snow removal does not put snow in my private parking area or block me in.

Construction

I have parking at the end of the lane and I am concerned about not having access to it during his construction. How is he going to handle that? A picture is available.

Thank you!
Nancy Thayer

MAINE
5700 IP

Google Groups

PUBLIC COMMENT: 55-59 St. Lawrence Street

George Rheault <george.rheault@gmail.com> Jul 9, 2019 2:00 PM
Posted in group: **Planning Board**

There is nothing worse than when city employees with publicly provided salaries are weaponized in the cause of exclusionary NIMBY politics.

That appears very much to be what is happening with respect to this terrific and badly needed infill project (already delayed and stunted by the City Council's recent R-6 down-zoning/roll-back of height-setbacks) and possibly in jeopardy of being canceled due to eroding market conditions.

While having zero interest in any aspect of this project (contingent or otherwise), I fully support it and urgently request that the Planning Board approve it with a minimum of fuss.

Therefore, City planning staff should be required to answer the following questions, especially if they continue to raise absurd and tendentious objections to this project.

1) Arborist
- Why is the City Arborist expending so much energy on saving trees on private property and what authority/principles-standards are being applied here to ensure fair treatment of the applicant vs. selective enforcement?
- The City Arborist just this week in two pending matters with deep-pocketed commercial property-owners is ENCOURAGING the destruction/non-replacement of mature trees on Free Street (Planning Board) & Temple Street ("Historic Preservation" Board), which suggests the City's "tree-saving" function is actually extremely political and subjective and says a lot about which healthy, mature urban trees literally get the ax and which receive protected status. Therefore, the City Arborist should explain WHY there is so much extra attention being paid to TWO trees on private property (in a state with massive tree cover) other than to hassle and interfere with the current applicant.

2) DPW - Parking & Sidewalk materials
- As recently as last month, the Planning Board approved waivers of massive amounts of non-conforming parking stall sizes for the Portland Square project. It is already clear that there is NO RIGHT to PARK in the St. Lawrence Place right-of-way (though this is informally tolerated right now), so most of the parking maneuver concerns are addressed by simple enforcement of this rule. The question then is why the DPW is taking a strict view of parking waivers on a lightly traveled private street where congestion and tight quarters have been the custom for decades? Where ELSE has DPW permitted parking waivers similar to what is being requested here and how does DPW distinguish the granting of THOSE waivers in those instances with DPW's refusal to entertain those waivers here?
- In the Andrews Square project currently being proposed by the City, DPW staff have encouraged a large-scale permeable concrete paver system in the street. This suggests that prior objections of DPW staff to the use of concrete as a material for streets and sidewalks due to intensive winter salt usage were overblown or insincerely put forth. So the question is why not encourage the applicant to use permeable concrete pavers in the length of the St. Lawrence Place right-of-way AND why not encourage the use of concrete as a sidewalk material (with some limited brick accent bands to satisfy the fake history crowd) since concrete is much easier for snow/ice clearance and easier/safer for pedestrians to negotiate during winter conditions. And could the extra money saved by the applicant perhaps be re-deployed elsewhere - perhaps to provide some "Big Belly" solar-operated trash cans for the neighborhood's use?

3) "Urban" Designer Comments
- How did Ms. Cameron arrive at her conclusion that the neighborhood "context" is heavily tilted in the direction of single-family and two-family dwellings? Did she complete a statistical analysis of the homes in the vicinity (using a 2-block blast zone or some other area designation arrived at by her and then cross-referenced with current assessor data)? Or is she just making an unsubstantiated claim based on cherry-picked examples?
- Can Ms. Cameron point to any professional historical analysis to back up her claim that this neighborhood evolved with the intention of being limited to buildings less than 2.5 stories or was this just simply the result of its early, organic development and subsequent dilapidation and virtual obsolescence due to pollution/proximity to noisy-smelly industrial activity and post-1920s auto-centric sprawl (since workers/managers no longer were forced to live close to their work)?
- Was this neighborhood EVER zoned in the entire history of Portland zoning to solely encourage only single-family or two-family dwellings? If NOT, why is this suddenly the City's implicit policy preference despite market conditions favoring more density and greater site use intensity?
- WHY did Ms. Cameron completely IGNORE and de-privilege the large multi-family buildings immediately surrounding the project site (particularly at the NW corner of Sherbrook & St. Lawrence Streets) in her analysis [NB: she uses the phrase "single-family" TEN TIMES in the body of her staff memo but does NOT have a single instance of the words "multi-family" or "apartment" in the memo's body]?
- Did Ms. Cameron review any of the files of the Portland Renewal Authority (the archives of which are now city records) regarding the widespread clearance (on a wholesale basis as well as many many spot clearances) that took place in this

area during the urban renewal era when this area was part of the "Munjoy South Project" including ON THE VERY SITE UNDER REVIEW?
- Below are several examples of large multi-family buildings that once existed approximately a quarter-mile (measured on foot via the public way) from the project site (many more examples could be given but I liked these). ALL of these were consciously demolished by the City's urban "renewal" activity in the 1960s and were replaced with embarrassing low-density, suburban-style dwellings. One would assume the Planning Dept would regard that effort as a BIG mistake but yet somehow the planning ethos of the 1950s ethnic cleansers still seems to be the reigning design philosophy and imperative of its staff - modest-sized multi-family structures are to be dreaded/feared/disfavored. Can the Planning staff justify how massively hampering multi-family construction from a design standpoint with ridiculous made-up objections about "massing" and area "context" comports with the equity and climate change principles (among others) of the Comprehensive Plan?

198-206 Congress Street, Portland, 1924 (Congress frontage of "Carleton Court" complex of buildings)
https://www.mainememory.net/artifact/37958

63-71 Mountfort Street, Portland, 1924
https://www.mainememory.net/artifact/64757

216-220 Congress Street (corner of Mountfort & Congress), Portland, 1924

https://www.mainememory.net/artifact/37969

Google Groups

Re: Feedback for 57 St. Lawrence- 7/9/2019 Planning Board Workshop

Edwin Chester <chester@chesterandvestal.com> Jul 30, 2019 2:30 PM
Posted in group: **Planning Board**

How about a commitment from the city to spend that $5600 to put 14 trees on the site?

On Tue, Jul 30, 2019 at 9:09 AM Karen Snyder <karsny@yahoo.com> wrote:

> Dear Planning Board members,
>
> I attended the 7/9/2019 Planning Board Workshop for 57 St. Lawrence.
>
> Even though I was pleasantly surprised that the developer, Shinberg, proposed at least not a cube building that more reflects the street scape compared to all the cubed buildings on Merrill St, I am still concerned about the below that I hope will be addressed in the next Planning Board meeting.
>
> **Pros:**
> **1) They are saving the existing building and renovating it.**
> **2) The proposed new buildings are not just a one big cube but broken up into multiple buildings.**
>
> **Cons:**
> **1)There still is a scale and massing issue. In the back of the project, it is 5 stories high which means from Atlantic St, this must be looming over the Atlantic St buildings.**
> - How does this 5 story building affect the Atlantic St streetscape? There were no photos showing the context of the building from the Atlantic street side.
> - Can the developer include renditions of what the building looks like to the abutters on the Atlantic side of the street?
> - Can the developer include renditions of the scale of this building to the abutting buildings on St. Lawrence?
>
> **2)The current 7 affordable units will now be removed and not replaced. They are putting the minimum required housing units of 1 affordable unit and 1 workforce unit.**
> - Is the affordable and workforce unit at arm's length?
> - Are these units in the deed in perpetuity to be affordable?
>
> **3) The new development is required to put 14 street trees on the property and is the developer paying the $400 per tree to the tree fund so they do not have to plant them?**
> -Climate change is upon us. The only thing that will save this planet is to plant more trees and not loop hole out of planting trees
> https://www.bbc.com/news/uk-england-47541491
> https://www.theguardian.com/environment/2019/jul/04/planting-billions-trees-best-tackle-climate-crisis-scientists-canopy-emissions
> https://time.com/5620706/plant-trillion-trees-climate-change/
>
> I would appreciate these concerns being addressed before next Planning Board meeting for 57 St. Lawrence
>
> Regards,
> Karen Snyder
> Waterville St property owner

--
Edwin P. Chester, Esq.
Chester & Vestal, PA
107 Congress Street
Portland, Maine 04101
(207) 772-7426 - phone
(207) 761-5822 - facsimile

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this message in error, please notify us immediately by telephone and e-mail.

July 6th 2019

To the City of Portland Planning board,

I am writing to you regarding the proposed building at 55- 59 St. Lawrence St. in Portland. The 16 unit structure that is planned for that lot is too big. It may fit in all the regulations that the city has been adding to make it easier for developers, but this building is a mistake and does not fit our neighborhood.

It is too big. At the last public meeting on this project the developer showed a power point of buildings in the area to make the point that this proposed project fit in. There were several buildings that were not included. Especially on Atlantic street. The buildings on this side of the project are small and you are allowing 5 stories, a huge wall to be placed 15 feet from their property line. Here are the pictures that the developer did not include.

These buildings are one story or two – three stories. The proposed building will be towering over these neighbors and is inappropriate for this lot. The lot may be large but the scale of this building is out of proportion to the neighborhood. The large trees that make an older neighborhood feel special would also be removed.

You are allowing the developers to have a huge negative impact on the look and feel of a very special and unique neighborhood. This project takes the air, light and open space from this lot. Adding big boxes changes the essence of the neighborhood forever. It detracts from what draws people to Portland in the first place. We don't have to look like every other city and we don't have to "go the way of Boston" as one of the planning board stated in the last meeting.

I ask the planning board to have some vision and not make the mistakes of other cities. Preserve the essence and beauty of our neighborhood.

Here is an example of what is happening up the street on Monument St. These buildings are too big. Once again a building towering over the surrounding buildings.

Don’t use 118 Congress as an example of what is “already” in the neighborhood. The neighbors did not want this huge building and it is not a standard but rather an anomaly and should not be put forward as the community standard. And we don’t want another anomaly. Our neighborhood is composed of single family homes and small apartment buildings and we don’t want it to become a Boston apartment building complex.

Tori Lambert

Portland Maine | Yes. Google's good here.

Jean Fraser <jf@portlandmaine.gov>

Project at 55-57 Saint Lawrence Street

1 message

Ted Arnold <torited@gwi.net> Tue, Aug 6, 2019 at 10:20 AM
To: Jean Fraser <jf@portlandmaine.gov>
Cc: BSR@portlandmaine.gov

Dear Ms. Fraser,
I am writing in response to the request for public comment on the project at 55 - 57 Saint Lawrence Street.

My wife and I have lived at 61 Saint Lawrence street for more than 20 years, and are very concerned about the attitude of the Planning Board towards our neighborhood, and towards this project and others like it. At the last public meeting the planning staff voiced concern about whether this project met the criteria of the Design Standards. We do not believe that the project meets this over-riding standard:

"They have a public responsibility to add to and enhance the neighborhoods in which their projects are built.

New residential construction within Portland's compact R-6 zones should relate to the predominant character defining features of the neighborhood. The design of new development is critical, particularly elements such as the orientation and placement of a building on a site; relationship to the street; and mass, form and materials.

The *Design Certification Program* aims to insure that infill housing development makes a positive contribution to the City's neighborhoods. The intent is to ensure that infill housing is compatible with the neighborhood and meets a high standard of building design, while allowing for diversity of design.

The problem that we, and many other neighbors, have with this building is one of scale, or, as in the Design Standards, mass. It is almost twice the size of any nearby building, and several abutters are only one or two stories tall and have footprints of less than 1500 square feet. One nearby building has 10 units, but it is only 3 stories, while this proposal is 5 stories and at 16 units is significantly larger. Almost all other nearby lots have significant yards, as this lot currently does.

Our concern is not with design. The proposal seems well designed, and a variety in design is in general consistent with the neighborhood. Our concern is with an overlarge mass which destroys the yard, puts the Atlantic Street neighbors in the shade and dwarfs all nearby buildings.

We are not opposed to new development in general. Many additions to the neighborhood have been welcome. But in some cases the character of our home has been disrespected. Here is a photo of two new buildings. The nearer one in the photo is more recent than the farther one, and fits in well with everything around it, but the farther one is obviously out of character and does not "relate to the predominant character defining the features of the neighborhood." It is clearly much too large, and fails in "mass, form and materials."

The Planning Board members advised staff that they had no problem with scale. Though only one explained why - he felt that we were going the way of Boston and people might as well get used to it. They should take more mass transit, he opined.

But the Planning Board has no way of making mass transit more effective as a way to get to work or shop for most people. I suspect this individual did not arrive at the meeting on mass transit. And “going the way of Boston” is most definitely NOT a way to "relate to the predominant character defining features of the neighborhood.”

We did not elect these people and strongly disagree with them. They do not represent our city or our neighborhood. The staff and neighbors have legitimate concerns based on the Design standards, and the Planning Board has chosen to disregard the Standards.

Best,

Ted Arnold

VICINITY MAP
N.T.S.

N/F
JAMES A. MARTELL
MURIELLYN J. MARTELL
2996/251
16-E-5

N/F
LISA LETOURNEAU
LEON F. CHICK
28929/134
16-E-6

N/F
NANCY ALLEN THAYER
33477/122
16-E-18

STATE PLANE COORDINATE
N: 303235.64
E: 2931815.30

STOCKADE FENCE

S50°34'22"E
55.07' (55')

ABUTTING BUILDING APPEARS TO ENCROACH ONTO THE LOCUS PROPERTY BY 0.5'±

100' TO ATLANTIC STREET HELD (75')

1/2" IRON PIPE 0.5' B.G. (HELD FOR LINE)

S49°09'31"E
42.12' (42'±')

100' TO ATLANTIC STREET HELD (75')

STATE PLANE COORDINATE
N: 303173.12
E: 2931889.70

SPOT GRADE (TYP.)
132.3
X

SHED

LOT AREA:
11,644 S.F.±

PAVED DRIVE

SHRUBS

GRAVEL DRIVE

CONCRETE

BULKHEAD

PAVED WALK

N36°35'22"E
122.67' (120'±)

GAS METERS

PAVED PARKING

116.82' (117'±)
S36°35'22"W

16' WIDE
(SEE NOTE 6.a.)

N/F
VICTORIA LAMBERT
TED J. ARNOLD
12542/078
16-E-15

3 STORY APARTMENT BUILDING

LOW POINT OF ROOF
x (DRAIN SCUPPER)
ELEV = 165.85

CONCRETE WALK

PAVED DRIVE

F.F.E.=135.42'

EDGE OF ROOF HIGH POINT (CONSISTENT AROUND BUILDING) ELEV = 167.40

COVERED PORCH ELEV=135.1

HEDGE

PAVED WALK

ST. LAWRENCE PLACE
GRAVEL - PRIVATE

N/F
KRISTIN M. LAWSON
33590/157
16-E-20

1-1/2 STORY BUILDING

GILBERT'S LANE

SEE NOTE 3.a.

GRANITE "M" MONUMENT LOCATED AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF ST. LAWRENCE STREET AND THE SOUTHEASTERLY SIDE OF MONUMENT STREET (HELD)

MAG NAIL W/WASHER SET

N53°24'38"W

(55') HELD 97.00' (55') HELD

(165' TO EDWARD WAITES CORNER) HELD MONUMENT ON EAST SIDE OF GILBERT'S LANE

APPARENT RIGHT OF WAY

8"X6" GRANITE "M" MONUMENT (LOCATED INSIDE CORNER) (HELD)

8"X8" GRANITE "M" MONUMENT (LOCATED INSIDE CORNER)

CONCRETE WALK

GRANITE CURB

STATE PLANE COORDINATE
N: 303137.14
E: 2931742.18

STATE PLANE COORDINATE
N: 303079.32
E: 2931820.07

RIM=128.47'
SUMP=120.5±'
(FILLED WITH SILT)

RIM=131.06'
APPEARS ABANDONED

ST. LAWRENCE STREET
PAVED, PUBLIC

RIM=128.89'
INV. IN=120.57'
INV. OUT=120.47'

PROJECT BENCHMARK
LAC BOLT IN POLE #7
ELEV.= 130.85' (CITY DATUM)

SHERBROOKE STREET

(SEE NOTE 3.b.)

LEGEND

●	#5 REBAR WITH PLASTIC CAP (UNLESS NOTED OTHERWISE) SET ON SEPTEMBER 10, 2018
◎	FOUND IRON (SIZE & TYPE AS NOTED)
⊡	FOUND MONUMENT (SIZE & TYPE AS NOTED)
⊙	FOUND DRILL HOLE
	UTILITY POLE (NUMBER AS NOTED)
	GUY WIRE ANCHOR
	HEDGE (APPROXIMATE)
	STONEWALL
	BOUNDARY LINE
	EASEMENT LINE
	EDGE OF GRAVEL
	EDGE OF PAVEMENT
	RIGHT-OF-WAY LINE
	ABUTTER LINE
	BUILDING SETBACK
OHU	OVERHEAD UTILITY
	FORMER DEED LINES
N/F	NOW OR FORMERLY OWNED BY
1234/567	DEED BOOK AND PAGE
12-34	TAX MAP-LOT
(123.45')	PARENTHESIS DENOTE RECORD DATA

NOTES

1. RECORD OWNERS OF THE PARCEL SURVEYED ARE: 57 ST. LAWRENCE STREET, LLC AS DESCRIBED IN BOOK 32689, PAGE 166 (1/2 INTEREST) AND HIRAM COTTAGE PROPERTIES, LLC AS DESRIBED IN BOOK 32341, PAGE 090 (1/2 INTEREST), RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
2. THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 16, BLOCK E, PARCELS 16 AND 19.
3. THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON MAINE COORDINATE SYSTEM OF 1983, WEST ZONE, GRID NORTH.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
   a. WORKING DRAWINGS FROM PORTLAND CITY ENGINEERING DEPARTMENT SHOWING STREET LINES FOR ST. LAWRENCE STREET, ATLANTIC STREET, FORE STREET AND MONUMENT STREET.
5. THE WIDTH OF ST. LAWRENCE STREET IS 50' BASED ON STREET LINE PLANS ON FILE WITH THE CITY OF PORTLAND ENGINEERING DEPARTMENT. THE LAYOUT OF THE RIGHT-OF-WAY LIMITS IS BASED ON THOSE PLANS AND STREET MONUMENTS FOUND.
6. REFERENCE IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:
   a. THE LOCUS PARCEL HAS RIGHTS, IN COMMON WITH OTHERS, TO THE 16' WIDE PASSAGEWAY (ST. LAWRENCE PLACE, SO-CALLED) ADJOINING THE SOUTHEASTERLY LINE OF THE LOCUS PARCEL AS DESCRIBED IN BOOK 244, PAGE 359.
7. AS OF THE ORIGINAL DATE OF THIS PLAN, THE PARCEL SURVEYED IS LOCATED IN THE R-6 RESIDENTIAL ZONE.
   OTHER MUNICIPAL AND STATE OVERLAY ZONES MAY EXIST AND APPLY. BEFORE PROCEEDING ON ANY PROJECT WE RECOMMEND VERIFYING CURRENT ZONE AND ALL APPLICABLE SETBACKS AND RESTRICTIONS WITH THE APPROPRIATE AGENCIES.
8. ELEVATIONS AND CONTOURS ARE BASED ON PORTLAND CITY DATUM USING THE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF MOODY STREET AND THE NORTHEASTERLY SIDELINE OF MUNJOY STREET, ELEVATION 131.16' CITY DATUM. SEE PLAN FOR TBM DESCRIPTION.
9. THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

Revision:	By:	Date:	Change:
1	JAP	5/21/2019	ADDED ROOF ELEVATION AND VERIFY GROUND ELEVATIONS AT BUILDING CORNERS
1	JAP	1/04/2019	ADDED STATE PLANE COORDINATES PER CITY REQUEST

PROJECT: 41588.1	DRAWING NAME: 41588.1.dwg		
ISSUED: SEPTEMBER 10, 2018	SCALE: 1"=10'	FB # 449B	DRAWN BY: DRB
FIELDED BY: DPH/ASF	FIELD DATE: 08/24/18		CHECKED BY: TFM, DMM

Drawing Name and Location:
BOUNDARY AND TOPOGRAPHIC SURVEY
57 ST. LAWRENCE STREET, PORTLAND, MAINE

Owners:
57 ST. LAWRENCE STREET, LLC
P.O. BOX 583, PORTLAND, MAINE
HIRAM COTTAGE PROPERTIES, LLC
P.O. BOX 7305, PORTLAND, MAINE

Prepared For:
SHINBERG CONSULTING

SURVEYING • ENGINEERING • LAND PLANNING
Northeast Civil Solutions
INCORPORATED
381 PAYNE ROAD, SCARBOROUGH, MAINE 04074
tel 207.883.1000 fax 207.883.1001 e-mail / website info@northeastcivilsolutions.com www.northeastcivilsolutions.com

0 10' 20' 40'

STAMP AND SIGNATURE

5/21/2019
DANNY R. BOLENDER
MAINE PROFESSIONAL LAND SURVEYOR No. 2244
DATE

STATE OF MAINE
DANNY R. BOLENDER
#2244
PROFESSIONAL LAND SURVEYOR

E:\Land Projects\41000\41588.1 Shinberg\dwg\41588.1.dwg

55-59 St. Lawrence Street

55-59 St. Lawrence St., Portland, Maine

February 13, 2019

REVISED JUNE 17, 2019

PREPARED BY:

LANDSCAPE ARCHITECT AND SITE PLANNER:

MITCHELL & ASSOCIATES
70 CENTER STREET
PORTLAND, MAINE 04101
PHONE: 207.774.4427
FAX: 207.874.2460
CONTACT: ROBERT METCALF
E-MAIL: RMETCALF@MITCHELLASSOCIATES.BIZ

ARCHITECT:

MARK MUELLER ARCHITECTS
100 COMMERICIAL STREET #105
PORTLAND, MAINE 04101
PHONE: 207.774.9057
CONTACT: MARK MUELLER
E-MAIL: MARK@MUELLERARCHITECTS.COM

CIVIL ENGINEER:

DM ROMA CONSULTING ENGINEER
59 HARVEST HILL RD.
WINDHAM, ME 04062
PHONE: 207.310.0506
CONTACT: DUSTIN ROMA
E-MAIL: DUSTIN@DMROMA.COM

LAND SURVEYOR

NORTHEAST CIVIL SOLUTIONS
381 PAYNE RD.
SCARBOROUGH, ME 04074
PHONE: 207883.1000
CONTACT: JOHN PERRON
E-MAIL: JOHN.PERRON@NORTHEASTCIVILSOLUTIONS.COM

UTILITIES:

ELECTRIC:

CENTRAL MAINE POWER
ELECTRICAL DISTRIBUTION ENGINEERING
162 CANCO ROAD
PORTLAND, MAINE 04103
PHONE: 207.842.2367
CONTACT: JAMIE COUGH
E-MAIL: JAMES.COUGH@CMPCO.COM

TELEPHONE:

FAIRPOINT COMMUNICATIONS
45 FOREST AVENUE
PORTLAND, MAINE 04101
PHONE: 866.984.2001

WATER:

PORTLAND WATER DISTRICT
225 DOUGLASS STREET
P.O. BOX 3553
PORTLAND, MAINE 04104-3553
PHONE: 207.774.5961 x.3199
FAX: 207.761.8307
CONTACT: ROB BARTEL

SANITARY SEWER:

CITY OF PORTLAND
PUBLIC SERVICES DEPARTMENT
55 PORTLAND STREET
PORTLAND, MAINE 04101
PHONE: 207.874.8832
FAX: 207.874.8816
CONTACT: E-MAIL:

CABLE:

SPECTRUM
118 JOHNSON ROAD
PORTLAND, MAINE 04102
PHONE: 207.253.2324
CONTACT:
E-MAIL:

NATURAL GAS:

UNITIL
376 RIVERSIDE INDUSTRIAL PARKWAY
PORTLAND, MAINE 04103
PHONE: 207.541.2505
CONTACT: KELLEY FOWLER, BUSINESS DEVELOPMENT EXECUTIVE
FOWLER@UNITIL.COM

OWNER/APPLICANT:

ST. LAWRENCE DEVELOPMENT LLC
181 STATE STREET, SUITE 303
PORTLAND, ME 04101
PHONE: 207-772-7070

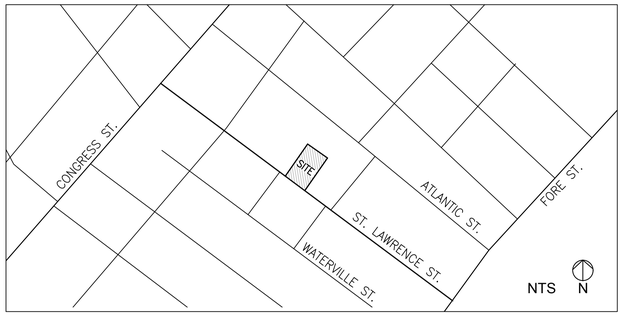
PERMITS:

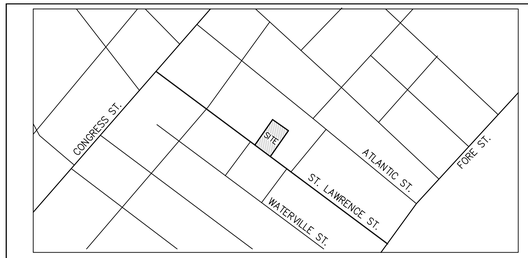
TYPE OF PERMIT:	GOVERNING BODY:	STATUS:
SITE PLAN & SUBDIVISION PLAN REVIEW:	CITY OF PORTLAND 389 CONGRESS STREET 4TH FLOOR PORTLAND, MAINE 04101 TEL: 207.874.8728 CONTACT: BARBARA BARHYDT E-MAIL: BAB@PORTLANDMAINE.GOV	SUBMITTED: FEBRUARY 13, 2019

SHEET INDEX:

SHEET	TITLE
	COVER PAGE
	SURVEY
L1.0	EXISTING CONDITIONS PLAN
L2.0	LAYOUT PLAN
L3.0	LIGHTING AND PLANTING PLAN
L4.0	SITE DETAILS
C1.0	GRADING & UTILITY PLAN
C2.0	EROSION CONTROL PLAN & DETAILS
C3.0	CONSTRUCTION DETAILS
C4.0	STORMWATER DETAILS

SITE LOCATION MAP:





CONTEXT MAP
N.T.S.

NOTES

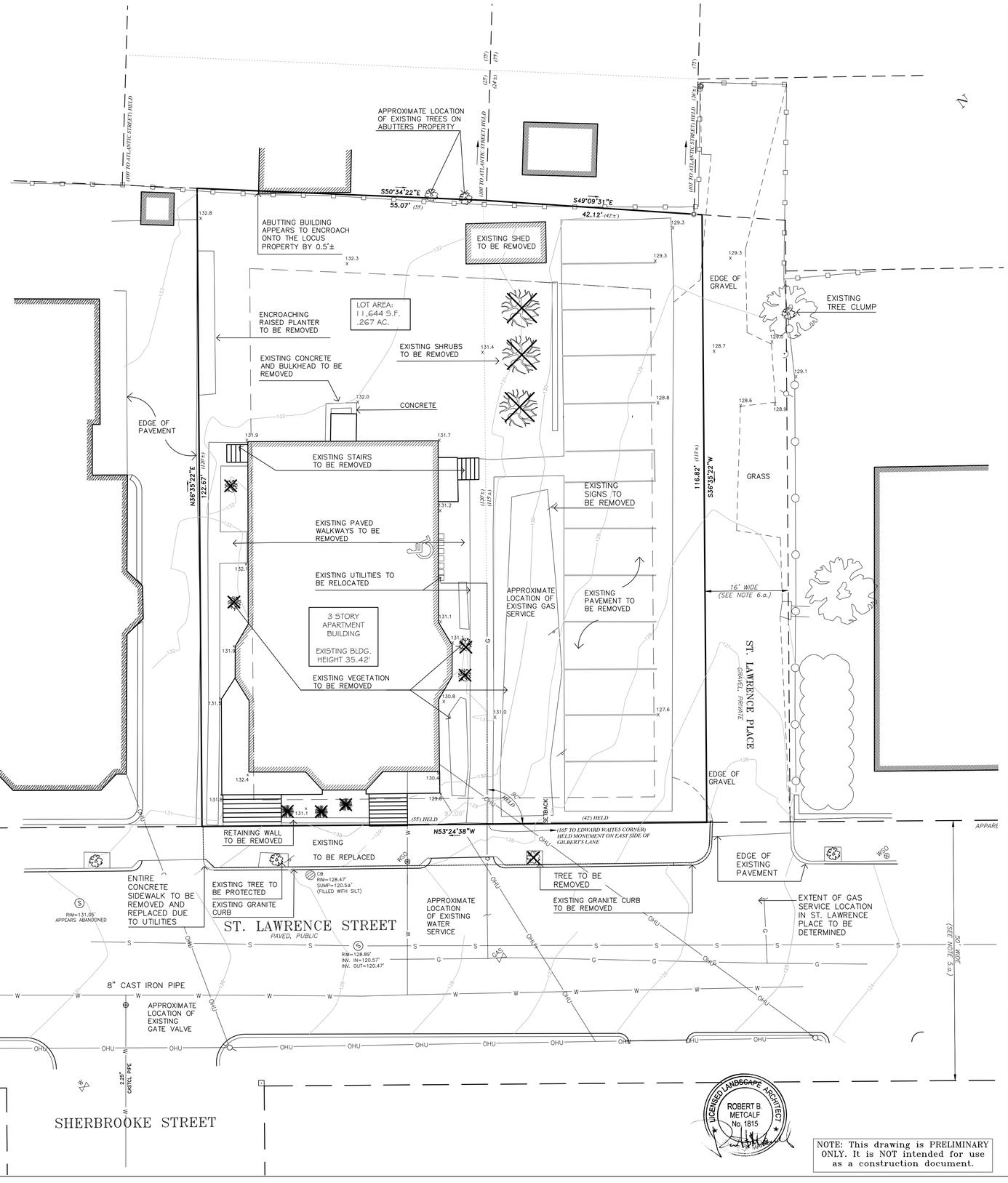
1. SURVEY PREPARED BY NORTHEAST CIVIL SOLUTIONS, INC. DATED DECEMBER 04, 2018

PLAN RERENCES

1. RECORD OWNERS OF THE PARCEL SURVEYED ARE: 57 ST. LAWRENCE STREET, LLC AS DESCRIBED IN BOOK 32689, PAGE 166 (1/2 INTEREST) AND HIRAM COTTAGE PROPERTIES, LLC AS DESRIBED IN BOOK 32341, PAGE 090 (1/2 INTEREST), RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
2. THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 16, BLOCK E, PARCELS 16 AND 19.
3. THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON MAINE COORDINATE SYSTEM OF 1983, WEST ZONE, GRID NORTH.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
   WORKING DRAWINGS FROM PORTLAND CITY ENGINEERING DEPARTMENT SHOWING STREET LINES FOR ST. LAWRENCE STREET, ATLANTIC STREET, FORE STREET AND MONUMENT STREET.
5. THE WIDTH OF ST. LAWRENCE STREET IS 50' BASED ON STREET LINE PLANS ON FILE WITH THE CITY OF PORTLAND ENGINEERING DEPARTMENT. THE LAYOUT OF THE RIGHT-OF-WAY LIMITS IS BASED ON THOSE PLANS AND STREET MONUMENTS FOUND.
6. REFERENCE IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:
   THE LOCUS PARCEL HAS RIGHTS, IN COMMON WITH OTHERS, TO THE 16' WIDE PASSAGEWAY (ST. LAWRENCE PLACE, SO-CALLED) ADJOINING THE SOUTHEASTERLY LINE OF THE LOCUS PARCEL AS DESCRIBED IN BOOK 244, PAGE 359.
7. AS OF THE ORIGINAL DATE OF THIS PLAN, THE PARCEL SURVEYED IS LOCATED IN THE R-6 RESIDENTIAL ZONE.
   OTHER MUNICIPAL AND STATE OVERLAY ZONES MAY EXIST AND APPLY. BEFORE PROCEEDING ON ANY PROJECT WE RECOMMEND VERIFYING CURRENT ZONE AND ALL APPLICABLE SETBACKS AND RESTRICTIONS WITH THE APPROPRIATE AGENCIES.
8. ELEVATIONS AND CONTOURS ARE BASED ON PORTLAND CITY DATUM USING THE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF MOODY STREET AND THE NORTHEASTERLY SIDELINE OF MUNJOY STREET, ELEVATION 131.16' CITY DATUM. SEE PLAN FOR TBM DESCRIPTION.
9. THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

LEGEND

	EXISTING
PROPERTY LINE	
SETBACK	
RIGHT-OF-WAY	
EASEMENT	
VEGETATION	
SPOT ELEVATION	X 132
CONTOUR	132
FENCE	
UTILITY	
UTILITY POLE	
CAPPED IRON ROD	
MANHOLE	
VALVE	
WATER SHUT OFF	WSO
SEWER	S
CATCH BASIN	
OVERHEAD WIRES	OHU
SIGN	
CURB	
GRAVEL SURFACE	



Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2460

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.

57 SAINT LAWRENCE STREET Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JUNE 17, 2019
PER STAFF COMMENTS
REVISED JULY 30, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title:
EXISTING CONDITIONS & DEMOLITION PLAN

Scale: 1"=10'

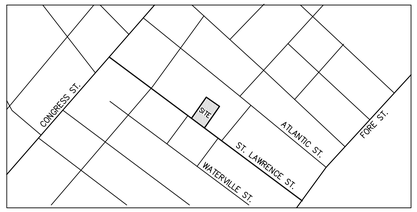
0 5 10 20 FT

North:

Sheet No.:
L1

LICENSED LANDSCAPE ARCHITECT
ROBERT B. METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.



CONTEXT MAP
N.T.S.

PLAN REFERENCES

1. RECORD OWNERS OF THE PARCEL SURVEYED ARE: ST. LAWRENCE STREET DEVELOPMENT, LLC AS DESCRIBED IN BOOK 32689, PAGE 166 (1/2 INTEREST) AND HIRAM COTTAGE PROPERTIES, LLC AS DESCRIBED IN BOOK 32341, PAGE 090 (1/2 INTEREST), RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
2. THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 16, BLOCK E, PARCELS 16 AND 19.
3. THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON MAINE COORDINATE SYSTEM OF 1983, WEST ZONE, GRID NORTH.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
   WORKING DRAWINGS FROM PORTLAND CITY ENGINEERING DEPARTMENT SHOWING STREET LINES FOR ST. LAWRENCE STREET, ATLANTIC STREET, FORE STREET AND MONUMENT STREET.
5. THE WIDTH OF ST. LAWRENCE STREET IS 50' BASED ON STREET LINE PLANS ON FILE WITH THE CITY OF PORTLAND ENGINEERING DEPARTMENT. THE LAYOUT OF THE RIGHT-OF-WAY LIMITS IS BASED ON THOSE PLANS AND STREET MONUMENTS FOUND.
6. REFERENCE IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:
   A. THE LOCUS PARCEL HAS RIGHTS, IN COMMON WITH OTHERS, TO THE 16' WIDE PASSAGEWAY (ST. LAWRENCE PLACE, SO-CALLED) ADJOINING THE SOUTHEASTERLY LINE OF THE LOCUS PARCEL AS DESCRIBED IN BOOK 244, PAGE 359.
7. AS OF THE ORIGINAL DATE OF THIS PLAN, THE PARCEL SURVEYED IS LOCATED IN THE R-6 RESIDENTIAL ZONE. OTHER MUNICIPAL AND STATE OVERLAY ZONES MAY EXIST AND APPLY. BEFORE PROCEEDING ON ANY PROJECT WE RECOMMEND VERIFYING CURRENT ZONE AND ALL APPLICABLE SETBACKS AND RESTRICTIONS WITH THE APPROPRIATE AGENCIES.
8. ELEVATIONS AND CONTOURS ARE BASED ON PORTLAND CITY DATUM USING THE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF MOODY STREET AND THE NORTHEASTERLY SIDELINE OF MUNJOY STREET, ELEVATION 131.16' CITY DATUM. SEE PLAN FOR TBM DESCRIPTION.
9. THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

GENERAL NOTES

1. RECORD OWNER: ST. LAWRENCE STREET DEVELOPMENT, LLC
2. PARCEL DEED REFERENCE: CUMBERLAND COUNTY REGISTER OF DEEDS BOOK 32341, PAGE 090.
3. TAX MAP REFERENCE: CITY OF PORTLAND, MAP – G10NE, LOT 016 E016 AND 016 E019
4. AREA OF PARCEL = 11,644 SQ. FT. 0.267 ACRES
   4A. EXISTING BUILDING COVER 2,745 SF. EXISTING IMPERVIOUS SURFACE COVER 3,224 SF. TOTAL LOT COVERAGE 5,969 SF
   4B. PROPOSED BLDG. ADDITION COVER 2,587 SF, PROPOSED STANDALONE BLDG. COVER 417 SF, PROPOSED IMPERV. SURFACE COVER 3,335 SF
5. ZONING: RESIDENTIAL 6 (R6) AND MUNJOY HILL NEIGHBORHOOD CONSERVATION OVERLAY.
6. PLAN REFERENCE: PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, 57 ST. LAWRENCE ST, PORTLAND, MAINE" PREPARED BY NORTHEAST CIVIL SOLUTIONS, INC. DATED JANUARY 04, 2019
7. SPACE AND BULK REGULATIONS
   (PER CITY OF PORTLAND CODE ORDINANCES SEC. 14-139 AND OVERLAY 14-140.5.a.

	REQUIRED	EXISTING/PROPOSED
MINIMUM LOT SIZE	2,000 SQ. FT.	11,644 SQ. FT.
MINIMUM LOT AREA/DWELLING UNIT	725 SQ. FT.	11,600 SQ. FT. (16 UNITS) 1 WORKFORCE UNIT.
MAXIMUM LOT COVERAGE	60 %	48 %
MINIMUM LOT WIDTH/FRONTAGE	45 FEET	97 FEET
MAXIMUM BUILDING HEIGHT	45 FEET	45 FEET EXISTING STRUCTURE 35' PROPOSED ADDITION INCLUDING ADDED FLOOR TO EXISTING 45' PROPOSED STANDALONE 28'
MINIMUM SIDE YARD	10 FEET	10 FEET (EX. BLDG. 6-6")
MINIMUM REAR YARD	15 FEET	15 FEET
MINIMUM FRONT YARD	5 FEET	5'-0"
LANDSCAPED OPEN SPACE	20 %	21.98 %

AVERAGE GRADE EXISTING BUILDING AND PROPOSED ADDITION 128.86 FT PLUS 44.83' EQUALS ELEVATION 173.69'
AVERAGE GRADE FOR PROPOSED STANDALONE BUILDING IS 126.79 FT AS SHOWN ON PLAN, PLUS 34.5' FT BUILDING HEIGHT EQUALS ELEVATION OF 161.29 FT *.
* SEE BUILDING HEIGHT EXHIBIT REV. DATE JUNE 22, 2019.

8. PARKING REQUIREMENTS

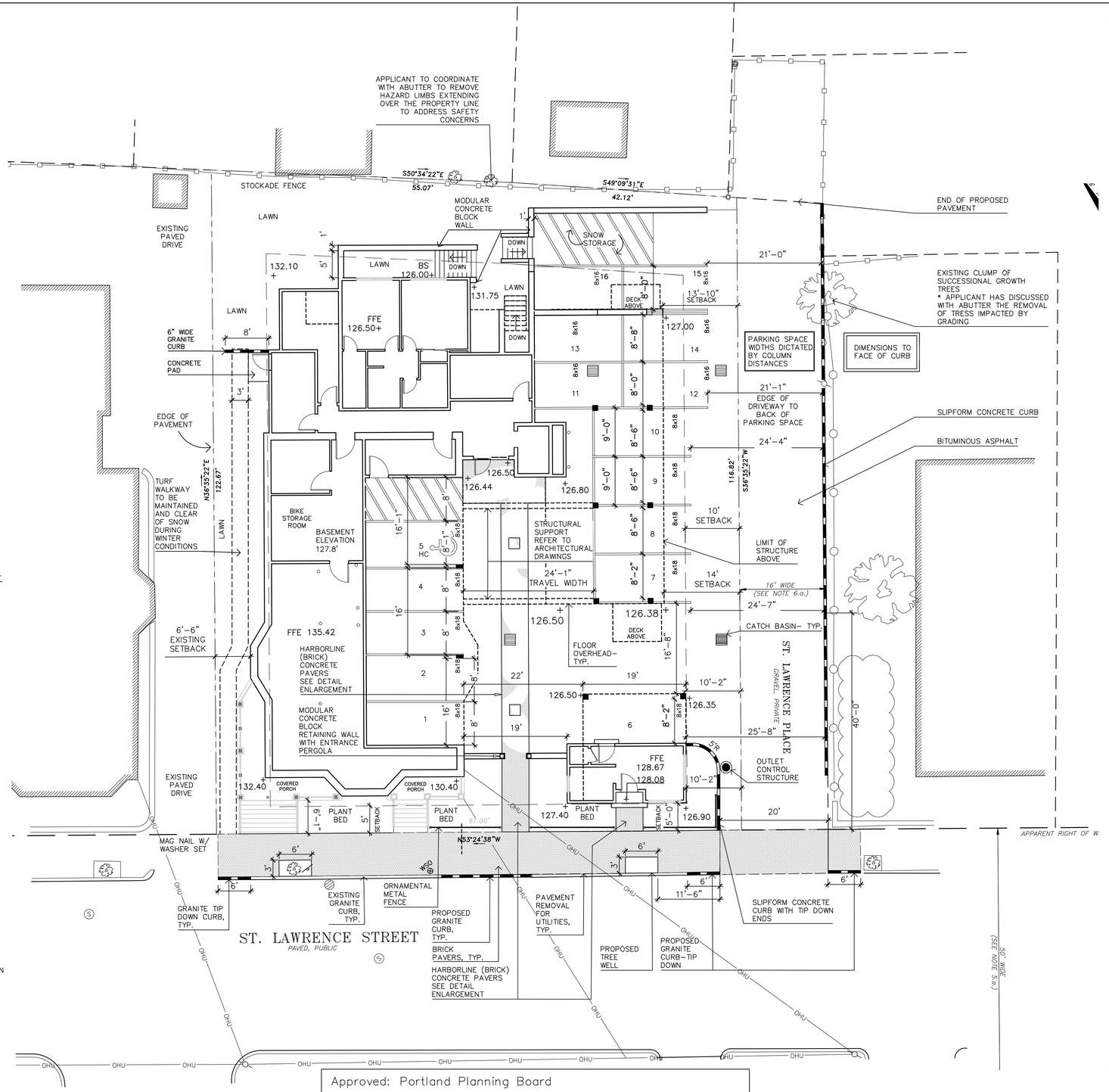
	REQUIRED	PROPOSED
VEHICLE:	7	16 (6 COMPACT SPACES WHICH ARE TANDEM SPACES)
EXISTING 7 UNIT BUILDING (1 SPACE/UNIT)	9	–
ADDITION 9 UNITS (1 SPACE/UNIT)	2	–
SINGLE FAMILY (2 SPACES/UNIT)	(18)	16* 10* SPACES 8+X18 (1 ADA SPACE) 6 SPACES 8X16 COMPACT SPACES
EXEMPTION FIRST 3 UNITS	15	
	7	7
BICYCLE: 2 SPACES PER 5 UNITS		

9. PROJECT BENCHMARK: LAG BOLT IN POLE #7 ELEV.= 130.85' (CITY DATUM)
10. SITE LIGHTING SHALL MEET THE CITY OF PORTLAND STANDARDS AS OUTLINED IN SECTION 12 OF THE CITY OF PORTLAND TECHNICAL DESIGN STANDARDS. SITE LIGHTING SHALL ADHERE TO SECTION 12.2.5 LIGHT TRESPASSING– LIGHTING SHALL NOT BE GREATER THAN 0.1 FOOTCANDLES AT THE PROPERTY LINE. EXCEPTION FOR LIGHT LEVEL ON THE ST. LAWRENCE PLACE TO ADDRESS SAFETY REQUIREMENTS.

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
SETBACK		
RIGHT-OF-WAY		
EASEMENT		
VEGETATION		
FENCE		
UTILITY		
LIGHTING		
UTILITY POLE		
CAPPED IRON ROD		

	EXISTING	PROPOSED
UTILITY POLE		
CAPPED IRON ROD		
MANHOLE		
SEWER	S	
CATCH BASIN		
OUTLET CONTROL STRUCTURE		
OVERHEAD WIRES	OHU	
SIGN		
CURB		



Approved: Portland Planning Board

Date:_____

Chair,

Board Members,

LICENSED LANDSCAPE ARCHITECT
ROBERT B METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2460

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS
REVISED JULY 30, 2019
PER STAFF COMMENTS
REVISED AUGUST 6, 2019
PER STAFF COMMENTS

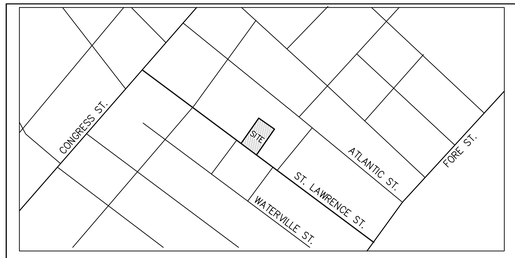
Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title:
SITE PLAN

Scale: 1"=10'
0 5 10 20 FT

North:

Sheet No.:
L2



CONTEXT MAP

N.T.S.

NOTES

1. CALL DIG–SAFE (1–888–344–7233) PRIOR TO BEGINNING WORK. THE LANDSCAPE CONTRACTOR IS ADVISED OF THE PRESENCE OF UNDERGROUND UTILITIES AND SHALL VERIFY THE EXISTENCE AND LOCATION OF SAME BEFORE COMMENCING AND DIGGING OPERATIONS. THE LANDSCAPE CONTRACTOR SHALL REPLACE OR REPAIR UTILITIES PAVING, WALKS, CURBING, ETC. DAMAGED IN PERFORMANCE OF THIS JOB AT NO ADDITIONAL COST TO OWNER.
2. CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH ALL SITE CONDITIONS PRIOR TO CONSTRUCTION BIDDING.
3. DO NOT SCALE FROM DRAWINGS. ANY OMISSIONS IN DIMENSIONING SHALL BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, NOTES AND SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT FOR FURTHER DIRECTION AND RESOLUTION BEFORE ANY ADDITIONAL WORK PROCEEDS.
4. PROVIDE SMOOTH TRANSITION WHERE NEW WORK MEETS EXISTING CONDITIONS.
5. CONTRACTOR SHALL FURNISH AND PLACE 12 INCHES OF LOAM IN ALL SHRUB BEDS, 30 INCHES IN ALL TREE PITS, AND 6 INCHES UNDER ALL TURF AREAS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE SUBGRADE PREPARATION WITH THE GENERAL CONTRACTOR PRIOR TO PLACING LOAM.
6. ALL PLANT MATERIAL INSTALLED SHALL MEET THE SPECIFICATIONS OF "AMERICAN STANDARDS FOR NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSERYMEN".
7. ALL PLANT MATERIAL SHALL BE FREE FROM INSECTS AND DISEASE.
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. THIS IS TO INCLUDE PROPER PLANTING MIX, PLANT BED AND TREE PIT PREPARATION, PRUNING STAKING OR GUYING WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE UNTIL ACCEPTANCE FROM THE OWNER.
9. ALL GRASS, OTHER VEGETATION AND DEBRIS SHALL BE REMOVED FROM ALL PLANTING AREAS PRIOR TO PLANTING.
10. EXISTING TREES TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION AND SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
11. ALL SHRUB BEDS AND TREE PITS SHALL BE MULCHED WITH 3" CLEAN SHREDDED BLACK MULCH.
12. ANY DEVIATION FROM THE LANDSCAPE PLAN, INCLUDING PLANT LOCATION, SELECTION, SIZE, QUANTITY, OR CONDITION SHALL BE REVIEWED AND APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT (AND MUNICIPAL AUTHORITY, IF APPLICABLE) PRIOR TO INSTALLATION ON SITE.
13. WHERE INDICATED ON PLAN, PLANTING SOIL MIXTURE FOR GROUND COVER AND PERENNIAL BED AREAS SHALL CONSIST OF FOUR PARTS TOPSOIL, TWO PARTS SPHAGNUM PEAT MOSS, AND ONE PART HORTICULTURAL PERLITE BY VOLUME. PEAT MOSS MAY BE SUBSTITUTED WITH WELL–ROTTED OR DEHYDRATED MANURE OR COMPOST. ROTOTILL BEDS TO A DEPTH OF 8 INCHES.
14. DAMAGE TO EXISTING SITE IMPROVEMENTS DURING INSTALLATION OF LANDSCAPE MATERIAL SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
15. SITE LIGHTING SHALL MEET THE CITY OF PORTLAND STANDARDS AS OUTLINED IN SECTION 12 OF THE CITY OF PORTLAND TECHNICAL DESIGN STANDARDS. SITE LIGHTING SHALL ADHERE TO SECTION 12.2.5 LIGHT TRESPASSING– LIGHTING SHALL NOT BE GREATER THAN 0.1 FOOTCANDLES AT THE PROPERTY LINE.

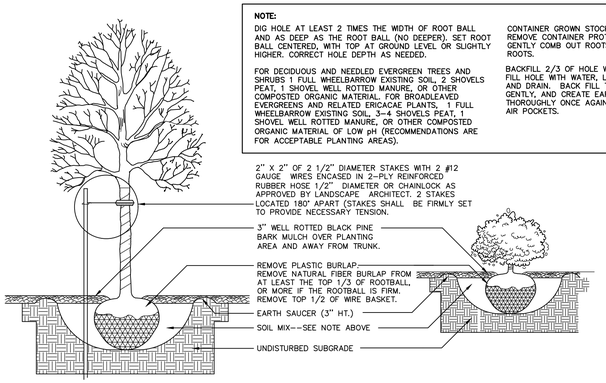
NOTE:

DIG HOLE AT LEAST 2 TIMES THE WIDTH OF ROOT BALL AND AS DEEP AS THE ROOT BALL (NO DEEPER). SET ROOT BALL CENTERED, WITH TOP AT GROUND LEVEL OR SLIGHTLY HIGHER. CORRECT HOLE DEPTH AS NEEDED.

FOR DECIDUOUS AND NEEDLED EVERGREEN TREES AND SHRUBS 1 FULL WHEELBARROW EXISTING SOIL, 2 SHOVELS PEAT, 1 SHOVEL WELL ROTTED MANURE, OR OTHER COMPOSTED ORGANIC MATERIAL. FOR BROADLEAVED EVERGREENS AND RELATED ERICACAE PLANTS, 1 FULL WHEELBARROW EXISTING SOIL, 3–4 SHOVELS PEAT, 1 SHOVEL WELL ROTTED MANURE, OR OTHER COMPOSTED ORGANIC MATERIAL OF LOW pH (RECOMMENDATIONS ARE FOR ACCEPTABLE PLANTING AREAS).

CONTAINER GROWN STOCK: REMOVE CONTAINER PROTECTING ROOT BALL. GENTLY COMB OUT ROOTS, PRUNE DAMAGED ROOTS.

BACKFILL 2/3 OF HOLE WITH AMENDED SOIL THEN FILL HOLE WITH WATER, LET DRAIN, REPEAT WATER AND DRAIN. BACK FILL TO FINISH GRADE, TAMP GENTLY, AND CREATE EARTH SAUCER. WATER THOROUGHLY ONCE AGAIN TO REMOVE REMAINING AIR POCKETS.

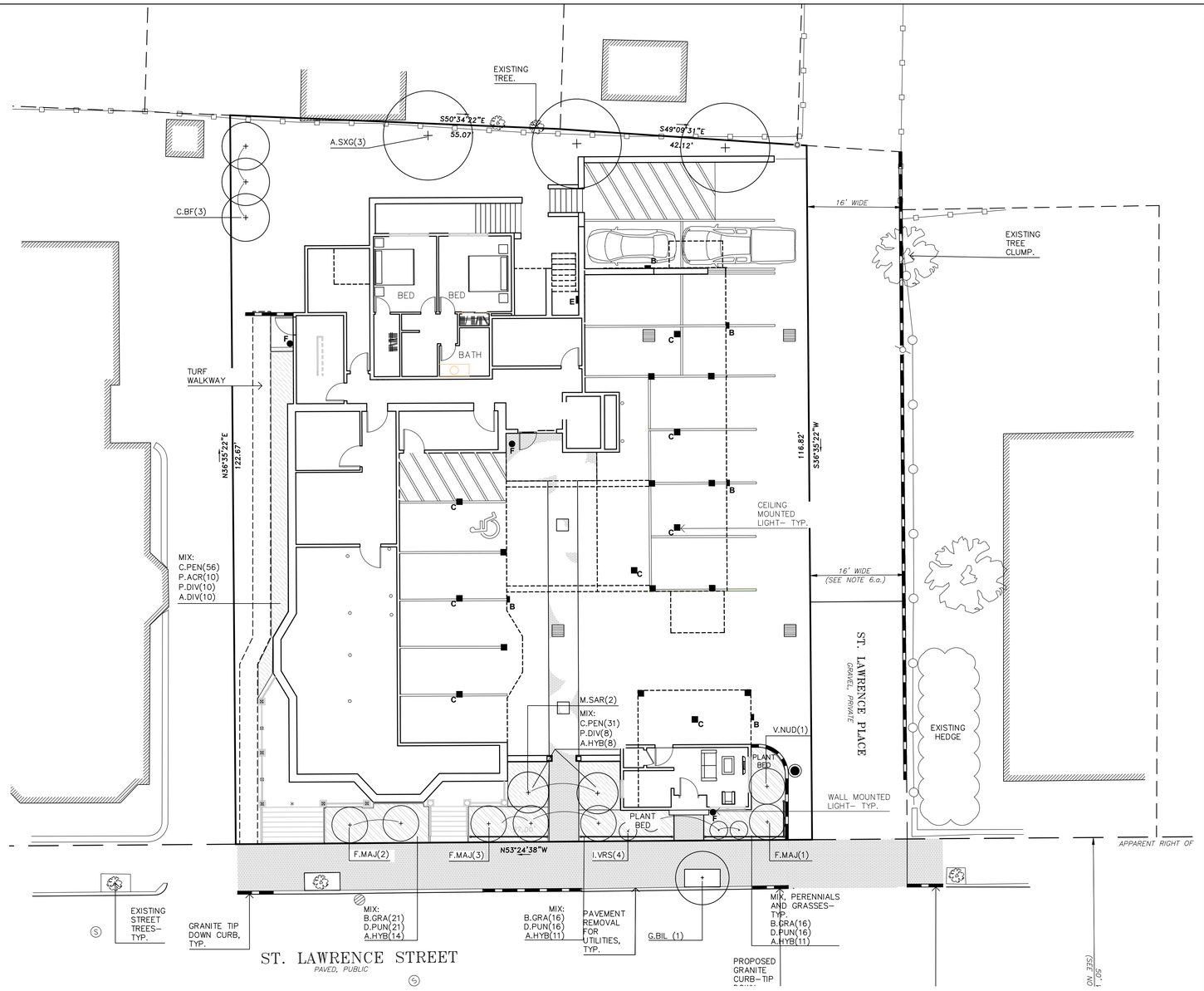


1/3 TREE AND SHRUB INSTALLATION

NOT TO SCALE

LEGEND

	EXISTING	PROPOSED			
PROPERTY LINE			UTILITY POLE		
SETBACK			CAPPED IRON ROD		
RIGHT–OF–WAY			MANHOLE		
EASEMENT			VALVE		
VEGETATION			WATER SHUT OFF	WSO	
FENCE			SEWER	S	
UTILITY			CATCH BASIN		
LIGHTING			OUTLET CONTROL STRUCTURE		
			OVERHEAD WIRES	OHU	



PLANTING SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
TREES					
A.X5G	3	ACER X FREEMANII	SIENNA GLEN MAPLE	3" CAL.	SELECT SPECIMEN
C.BF	3	CARPINUS BETULUS 'FASTIGIATA'	FASTIGIATE EUROPEAN HORBEAM	1.75" CAL.	B & B
G.BIL	1	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL.	B & B
M.SAR	2	MALUS SARGENTII	SARGENT CRABAPPLE	1.75" CAL.	B & B
SHRUBS					
F.MAJ	6	FOTHERGILLA MAJOR	BOTTLE BRUSH BUSH	#3	CONT.
I.VRS	4	ILEX VERTICILLATA 'RED SPRITE'	RED SPRITE WINTERBERRY	#3	CONT.
V.NUD	1	VIBURNUM NUDUM	SMOOTH WITHEROD	#3	CONT.
GRASSES & FLOWERING PERENNIALS					
A.DIV		ASTER DIVARICATUS	WHITE WOOD ASTER	1 GAL	CONT.
A.HYB		ANEMONE X HYBRIDA	JAPANESE ANEMONE	1 GAL	CONT.
B.GRA		BOUTELOUA GRACILIS	MOSQUITO GRASS	1 GAL	CONT.
C.PEN		CAREX PENSYLVANICA	PENNSYLVANIA SEDGE	1 GAL	CONT.
D.PUN		DENNSTAEDTIA PUNCTILOBULA	HAY-SCENTED FERN	1 GAL	CONT.
P.DIV		PHLOX DIVARICATA	WOODLAND FLOX	1 GAL	CONT.

LIGHTING SCHEDULE

KEY	QTY	DESCRIPTION
B	5	WDS-D-24L-30-3K7-3
C	8	BLSD5-09C3-30KS-90-S-WH
E	1	CY1-15-3K7-1-2D-R
F	3	EC-LED-e6G-WFL-12

LICENSED LANDSCAPE ARCHITECT ROBERT B. METCALF No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207–772–7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2460

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207–774–9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207–310–0506

55–59 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS
REVISED JULY 30, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

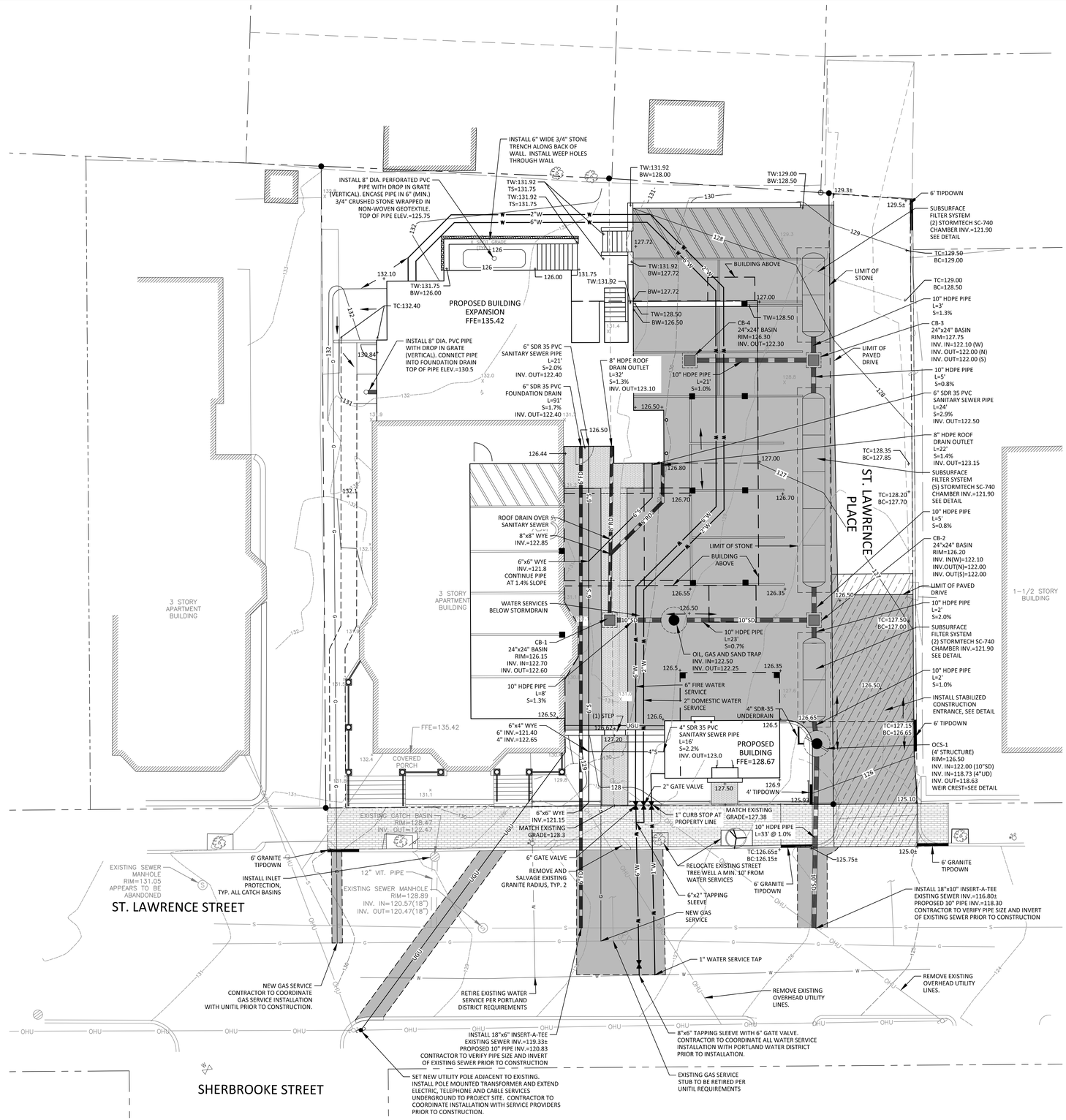
Title:
LIGHTING & PLANTING PLAN

Scale: 1"=10'

0 5 10 20 FT

North:

Sheet No.:
L3



LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
GRANITE MONUMENT	■
IRON PIN/DRILL HOLE	●
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
EDGE OF CONCRETE	
200 201 CONTOUR LINE	200 201
TREELINE	
CATCHBASIN	
CULVERT/STORMDRAIN	
UNDERDRAIN	UD
SEWER MANHOLE	
SANITARY SEWER PIPE	S
WATER MAIN	W
WATER VALVE	
HYDRANT	
UTILITY POLE	
OVERHEAD UTILITIES	OHU
UNDERGROUND UTILITIES	UGU
TRANSFORMER PAD	T
GAS MAIN	G
GAS VALVE	
RIPRAP	
SILT FENCE	SF

GENERAL NOTES:

1. EXISTING UTILITY LOCATION SHOWN HEREON IS BASED SOLELY ON FIELD OBSERVATION OF PAINTED UTILITY MARKINGS ON THE GROUND SURFACE BY NORTHEAST CIVIL SOLUTIONS INC. NO SUBSURFACE EXPLORATION OR DETAILED FIELD SURVEY OF UTILITY LOCATIONS WERE PERFORMED.

2. THE CONTRACTOR AND OWNER ARE RESPONSIBLE FOR NOTIFYING DIG SAFE AND COORDINATING ALL EXISTING UTILITY RELOCATION AND REPAIR THAT MAY BE NECESSARY.

3. THE ROADWAY AND SIDEWALK REPAIRS SHALL BE DONE IN ACCORDANCE WITH ALL CITY OF PORTLAND REQUIREMENTS AND SPECIFICATIONS.

4. THE WATER SERVICE SIZE WAS NOT DESIGNED OR ANALYZED BY DM ROMA CONSULTING ENGINEERS. THE OWNER IS RESPONSIBLE FOR COORDINATING WITH PORTLAND WATER DISTRICT AND OTHER DESIGN PROFESSIONALS TO DETERMINE THE DESIRED WATER SERVICE SIZE TO SERVE THE SPECIFIC NEEDS OF THE PROJECT.

5. THE CONTRACTOR AND OWNER ARE RESPONSIBLE FOR COORDINATING THE SHUTDOWN OF WATER SERVICE TO THE BUILDING WITH OCCUPANTS. THE PORTLAND WATER DISTRICT WILL NOT GUARANTEE SAME-DAY SWITCH-OVER OF WATER SERVICE. SERVICES WILL NEED TO BE SAMPLED, WHICH REQUIRES A MINIMUM 3 DAYS BEYOND THE INSTALLATION OF THE SERVICE.

6. DOMESTIC SERVICE WILL REQUIRE NON-TESTABLE DUAL CHECK BACKFLOW PREVENTION AFTER THE METER. FIRE SERVICE WILL REQUIRE TESTABLE DOUBLE CHECK VALVE ASSEMBLY FOR BACKFLOW PREVENTION PRIOR TO FIRE SPRINKLER RISER.

OWNER'S REPRESENTATIVE:
shinberg CONSULTING, LLC

PREPARED BY:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School, 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2460

MARK MUELLER ARCHITECTS
100 COMMERCIAL ST #205
PORTLAND, MAINE 04101
207-774-9057

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

STATE OF MAINE — DUSTIN M. ROMA No. 12131 LICENSED PROFESSIONAL ENGINEER
7-22-19

REV	DATE	DESCRIPTION	BY
A	2-13-19	ISSUED FOR PERMITTING	DMR
B	6-18-19	REVISED PER CITY REVIEW	DMR
C	7-2-19	REVISED PER CITY REVIEW	DMR
D	7-22-19	REVISED PER CITY REVIEW	DMR

GRADING AND UTILITY PLAN

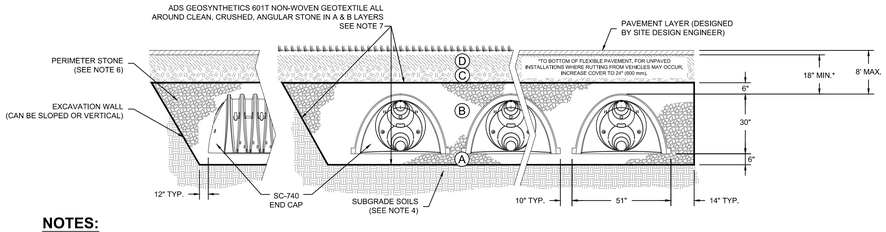
57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR: ST. LAWRENCE DEVELOPMENT, LLC
181 STATE STREET, SUITE 303
PORTLAND, MAINE 04101

18076	JOB NUMBER:
1" = 10'	SCALE:
7-22-2019	DATE:
--	
C-1	

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[3] A-1, A-2-4, A-3 OR AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. [2 3]

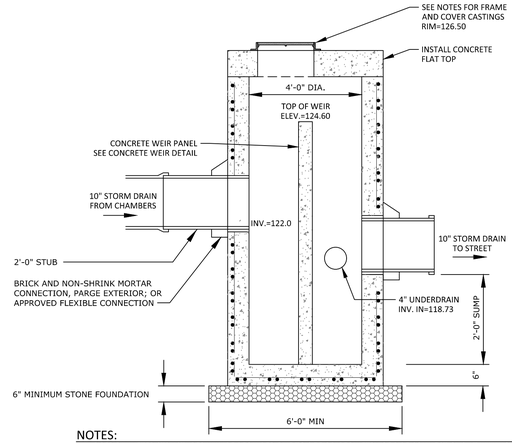
PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

1. SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
7. IF DURING CONSTRUCTION, LEDGE OR HIGH GROUNDWATER TABLE IS ENCOUNTERED, CONTRACTOR TO REPLACE NON-WOVEN GEOSYNTHETIC WITH A 30mil PVC LINER.

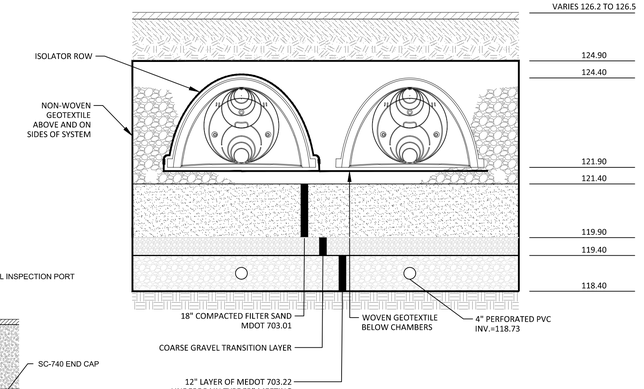
STORMTECH SC-740 CROSS SECTION
NOT TO SCALE



NOTES:

1. LARGER DIAMETER STRUCTURES MAY BE REQUIRED DUE TO SIZE OR GEOMETRY OF PIPE CONNECTIONS AT MANHOLE. WALL THICKNESS TO INCREASE BY 1" FOR EACH 1'-0" DIA. INCREASE. PROVIDE SHOP DRAWINGS.
2. DRAINAGE STRUCTURES TO BE DESIGNED FOR H-20 LOADING.
3. CAST IRON SOLID COVER AND FRAME SHALL BE EQUAL TO NEENAH FOUNDARY PRODUCT NO. R-1556-A - MANHOLE FRAME, SOLID LID - HEAVY DUTY OR EQUAL. SUBMIT CATALOG SHEETS TO ENGINEER FOR APPROVAL.

OUTLET CONTROL STRUCTURE DETAIL
NOT TO SCALE

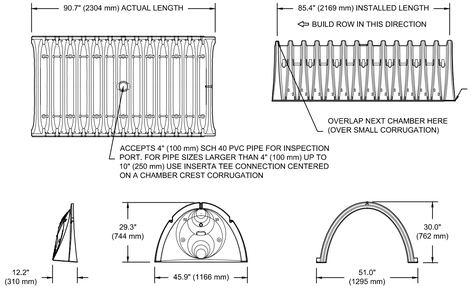


FILTER NOTES:

1. COMPACTION OF SAND FILTER: SAND FILTER MEDIA MUST BE COMPACTED BETWEEN 92% AND 95% STANDARD PROCTOR. THE BED SHOULD BE INSTALLED IN AT LEAST TWO LIFTS TO PREVENT POCKETS OF LOOSE MEDIA.
2. CLAY CONTENT: THE FILTER MATERIAL SHOULD HAVE VERY LITTLE OR NO CLAY CONTENT (2% MAX.)
3. CONSTRUCTION SEQUENCE: THE SAND FILTER MEDIA MUST NOT BE INSTALLED UNTIL THE AREA THAT DRAINS TO THE FILTER HAS BEEN PERMANENTLY STABILIZED WITH PAVEMENT OR OTHER STRUCTURE, 90% VEGETATION COVER, OR OTHER PERMANENT STABILIZATION UNLESS THE RUNOFF FROM THE CONTRIBUTING DRAINAGE AREA IS DIVERTED AROUND THE FILTER UNTIL STABILIZATION IS COMPLETED.
4. CONSTRUCTION OVERSIGHT: THE CHAMBER SYSTEM MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLATION. INSPECTION DURING AND AFTER CONSTRUCTION AND UNTIL THE SITE IS STABILIZED MUST BE PERFORMED BY THE MANUFACTURER'S REPRESENTATIVE.

POST CONSTRUCTION INSPECTION NOTES:

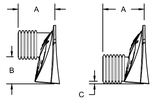
1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	51.0" X 30.0" X 85.4"	(1295 mm X 762 mm X 2169 mm)
CHAMBER STORAGE	45.9 CUBIC FEET	(1.30 m³)
MINIMUM INSTALLED STORAGE*	74.9 CUBIC FEET	(2.12 m³)
WEIGHT	75.0 lbs.	(33.6 kg)

*ASSUMES 6" (152 mm) STONE ABOVE, BELOW, AND BETWEEN CHAMBERS



STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

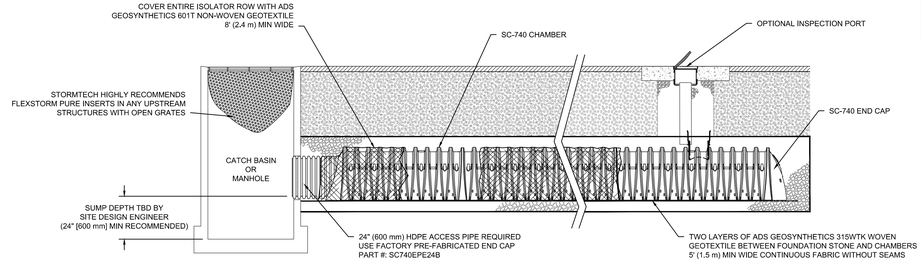
PART #	STUB	A	B	C
SC740EPE06T / SC740EPE06TPC	6" (150 mm)	10.9" (277 mm)	18.5" (470 mm)	---
SC740EPE06B / SC740EPE06BPC			---	0.5" (13 mm)
SC740EPE08T /SC740EPE08TPC	8" (200 mm)	12.2" (310 mm)	16.5" (419 mm)	---
SC740EPE08B / SC740EPE08BPC			---	0.6" (15 mm)
SC740EPE10T / SC740EPE10TPC	10" (250 mm)	13.4" (340 mm)	14.5" (368 mm)	---
SC740EPE10B / SC740EPE10BPC			---	0.7" (18 mm)
SC740EPE12T / SC740EPE12TPC	12" (300 mm)	14.7" (373 mm)	12.5" (318 mm)	---
SC740EPE12B / SC740EPE12BPC			---	1.2" (30 mm)
SC740EPE15T / SC740EPE15TPC	15" (375 mm)	18.4" (467 mm)	9.0" (229 mm)	---
SC740EPE15B / SC740EPE15BPC			---	1.3" (33 mm)
SC740EPE18T / SC740EPE18TPC	18" (450 mm)	19.7" (500 mm)	5.0" (127 mm)	---
SC740EPE18B / SC740EPE18BPC			---	1.6" (41 mm)
SC740EPE24B*	24" (600 mm)	18.5" (470 mm)	---	0.1" (3 mm)

ALL STUBS, EXCEPT FOR THE SC740EPE24B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

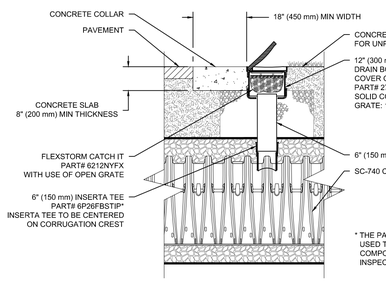
* FOR THE SC740EPE24B THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

STORMTECH SC-740 TECHNICAL SPECIFICATION
NOT TO SCALE



SC-740 ISOLATOR ROW DETAIL
NTS



SC-740 6" INSPECTION PORT DETAIL
NOT TO SCALE

MANUFACTURER'S GENERAL NOTES

1. STORMTECH REQUIRES INSTALLING CONTRACTORS TO USE AND UNDERSTAND STORMTECH'S LATEST INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION.
2. OUR TECHNICAL SERVICES DEPARTMENT OFFERS INSTALLATION CONSULTATIONS TO INSTALLING CONTRACTORS. CONTACT OUR TECHNICAL SERVICES REPRESENTATIVE AT LEAST 30 DAYS PRIOR TO SYSTEM INSTALLATION TO ARRANGE A PRE-INSTALLATION CONSULTATION. OUR REPRESENTATIVES CAN THEN ANSWER QUESTIONS OR ADDRESS COMMENTS ON THE STORMTECH CHAMBER SYSTEM AND INFORM THE INSTALLING CONTRACTOR OF THE MINIMUM INSTALLATION REQUIREMENTS BEFORE BEGINNING THE SYSTEM'S CONSTRUCTION. CALL **1-888-892-2694** TO SPEAK TO A TECHNICAL SERVICES REPRESENTATIVE OR VISIT **WWW. STORMTECH.COM** TO RECEIVE A COPY OF OUR INSTALLATION INSTRUCTIONS.
3. STORMTECH'S REQUIREMENTS FOR SYSTEMS WITH PAVEMENT DESIGN (ASPHALT, CONCRETE PAVERS, ETC.):MINIMUM COVER IS 18" [457 mm] NOT INCLUDING PAVEMENT; MAXIMUM COVER IS 96" [2438 mm] INCLUDING PAVEMENT. FOR INSTALLATIONS THAT DO NOT INCLUDE PAVEMENT, WHERE RUTTING FROM VEHICLES MAY OCCUR, MINIMUM REQUIRED COVER IS 24" [610 mm], MAXIMUM COVER IS 96" [2.438 m].
4. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE DESIGN ENGINEER.
5. AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE (FILTER FABRIC) MUST BE USED AS INDICATED IN THE PROJECT PLANS.
6. STONE PLACEMENT BETWEEN CHAMBERS ROWS AND AROUND PERIMETER MUST FOLLOW INSTRUCTIONS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
7. BACKFILLING OVER THE CHAMBERS MUST FOLLOW REQUIREMENTS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
8. THE CONTRACTOR MUST REFER TO STORMTECH'S INSTALLATION INSTRUCTIONS FOR A TABLE OF ACCEPTABLE VEHICLE LOADS AT VARIOUS DEPTHS OF COVER. THIS INFORMATION IS ALSO AVAILABLE AT STORMTECH'S WEBSITE: **WWW.STORMTECH.COM**. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING VEHICLES THAT EXCEED STORMTECH'S REQUIREMENTS FROM TRAVELING ACROSS OR PARKING OVER THE STORMWATER SYSTEM. TEMPORARY FENCING, WARNING TAPE AND APPROPRIATELY LOCATED SIGNS ARE COMMONLY USED TO PREVENT UNAUTHORIZED VEHICLES FROM ENTERING SENSITIVE CONSTRUCTION AREAS.
9. THE CONTRACTOR MUST APPLY EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT THE STORMWATER SYSTEM DURING ALL PHASES OF SITE CONSTRUCTION PER LOCAL CODES AND DESIGN ENGINEER'S SPECIFICATIONS.
10. STORMTECH PRODUCT WARRANTY IS LIMITED. SEE CURRENT PRODUCT WARRANTY FOR DETAILS. TO ACQUIRE A COPY CALL STORMTECH AT **1-888-892-2694** OR VISIT **WWW.STORMTECH.COM**

STORMWATER CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-740 OR APPROVED EQUAL.
2. CHAMBERS SHALL BE MANUFACTURED FROM VIRGIN POLYPROPYLENE OR POLYETHYLENE RESINS TESTED USING ASTM STANDARDS.
3. CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
6. ONLY CHAMBERS THAT ARE APPROVED BY THE ENGINEER WILL BE ALLOWED. THE CONTRACTOR SHALL SUBMIT (3 SETS) OF THE FOLLOWING TO THE ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
   a. A STRUCTURAL EVALUATION BY A REGISTERED STRUCTURAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET. THE 50-YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2922 MUST BE USED AS A PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
7. CHAMBERS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
8. ALL DESIGN SPECIFICATIONS FOR CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST DESIGN MANUAL.
9. THE INSTALLATION OF CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION INSTRUCTIONS.

MAINTENANCE NOTES:

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

OWNER'S REPRESENTATIVE:
shinberg CONSULTING, LLC

PREPARED BY:
Mitchell & Associates LANDSCAPE ARCHITECTS
THE STAPLES SCHOOL 70 CENTER STREET PORTLAND, MAINE 04101
PHONE: 207.774.4427 FAX: 207.874.2460

MARK MUELLER ARCHITECTS
100 COMMERCIAL ST #205
PORTLAND, MAINE 04101
207-774-9057

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

STATE OF MAINE
DUSTIN M. ROMA
No. 12131
LICENSED
PROFESSIONAL ENGINEER
7-2-19

REV	DATE	BY	DESCRIPTION
A	2-13-19	DMR	ISSUED FOR PERMITTING
B	6-18-19	DMR	REVISED PER CITY REVIEW
C	7-2-19	DMR	REVISED PER CITY REVIEW

DETAILS
57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC
181 STATE STREET, SUITE 303
PORTLAND, MAINE 04101

18076
JOB NUMBER:

AS NOTED
SCALE:

7-2-2019
DATE:

--

C-4

EROSION AND SEDIMENTATION CONTROL NOTES:

EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY.

IN ORDER TO EFFECTIVELY PREVENT AND CONTROL EROSION RELATED TO SOIL DISTURBANCE, THE FOLLOWING BEST MANAGEMENT PRACTICES (BMPS) SHALL BE EMPLOYED:

1. POLLUTION PREVENTION

MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADIENT BUFFER AREAS TO THE EXTENT PRACTICABLE. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND VOLUME, TO MINIMIZE EROSION AT OUTLETS. THE DISCHARGE MAY NOT RESULT IN EROSION OF ANY OPEN DRAINAGE CHANNELS, SWALES, STREAM CHANNELS OR STREAM BANKS, UPLAND, OR COASTAL OR FRESHWATER WETLANDS OFF THE PROJECT SITE.

WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER p'pDISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.

2. TEMPORARY SOIL STABILIZATION BMPS

TEMPORARY MULCHING SHALL BE APPLIED IMMEDIATELY TO ANY AREAS THAT HAVE BEEN TEMPORARILY OR PERMANENTLY SEEDED. ANY DISTURBED SOIL WITHIN 75' OF A STREAM, WATER BODY OR WETLAND MUST RECEIVE TEMPORARY MULCH WITHIN 48 HOURS FOLLOWING DISTURBANCE AND BEFORE ANY STORM EVENT. ALL OTHER AREAS SHALL RECEIVE TEMPORARY MULCH WITHIN 7 DAYS OF DISTURBANCE. AREAS WHICH CANNOT BE SEEDED DURING THE GROWING SEASON SHALL BE MULCHED FOR OVER-WINTER PROTECTION. THE FOLLOWING ARE ACCEPTABLE TEMPORARY MULCHING METHODS:

HAY OR STRAW MULCHES NEED TO BE AIR-DRIED, FREE OF UNDESIRABLE SEEDS AND COARSE MATERIALS. APPLICATION RATE MUST BE 2 BALES (70-90 POUNDS) PER 1000 SQ FT OR 1.5 TO 2 TONS (90-100 BALES) PER ACRE TO COVER 75-90% OF THE GROUND SURFACE. HAY OR STRAW CAN BE DRIVEN INTO THE GROUND WITH TRACKED EQUIPMENT IF SLOPES ARE LESS THAN 3%, OR CAN BE ANCHORED WITH JUTE, WOOD FIBER OR PLASTIC NETTING ON STEEPER SLOPES.

EROSION CONTROL MIX BERM MUST CONSIST PRIMARILY OF ORGANIC MATERIAL AND WILL INCLUDE ANY OF THE FOLLOWING: SHREDDED BARK, STUMP GRINDINGS, COMPOSTED BARK OR OTHER ACCEPTABLE PRODUCTS BASED ON A SIMILAR RAW SOURCE. WOOD OR BARK CHIPS, GROUND CONSTRUCTION DEBRIS OR REPROCESSED WOOD PRODUCTS ARE NOT ACCEPTABLE. EROSION CONTROL MIX CAN BE USED AS A STAND-ALONE REINFORCEMENT ON SLOPES OF 2 HORIZONTAL TO 1 VERTICAL OR LESS AND DRAINING IN SHEET FLOW. IT CAN BE PLACED WITH A HYDRAU'pLIC BUCKET, WITH A PNEUMATIC BLOWER OR BY HAND, AND MUST PROVIDE 100% SOIL COVERAGE.

EROSION CONTROL MIX SHALL MEET THE FOLLOWING SPECIFICATIONS:
- -ORGANIC MATTER CONTENT SHALL BE BETWEEN 80-100%, DRY WEIGHT BASIS.
- -PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6 IN. SCREEN AND BETWEEN 70-85% PASSING 0.75 IN. SCREEN
- -ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED
- -LARGE PORTIONS OF SILTS, CLAYS OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX

WHEN USED AS MULCH, THE THICKNESS OF THE EROSION CONTROL MIX IS BASED UPON THE FOLLOWING:

LENGTH OF SLOPE	3:1 SLOPE OR LESS	BETWEEN 2:1 AND 3:1 SLOPE
LESS THAN 20 FT	2.0 IN.	4.0 IN.
BETWEEN 20 - 60 FT	3.0 IN.	5.0 IN.
BETWEEN 60 - 100 FT	4.0 IN.	6.0 IN.

CHEMICAL MULCHES AND SOIL BINDERS MAY BE USED AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL CONSULT WITH THE MANUFACTURER TO DETERMINE ADEQUATE APPLICATION RATES AND METHODS.

EROSION CONTROL BLANKETS AND MATS SHALL BE USED ON SLOPES STEEPER THAN 3:1 AND IN THE BOTTOM OF GRASSED WATERWAYS, OR AS OTHERWISE DIRECTED BY THE ENGINEER. THE MAT SHALL BE INSTALLED WITH FIRM CONTINUOUS CONTACT WITH THE SOIL AND STAPLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

TEMPORARY MULCH SHALL BE INSPECTED FOLLOWING ANY SIGNIFICANT RAINFALL EVENT. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. EROSION CONTROL MATS AND MULCH ANCHORING MUST BE INSPECTED AFTER RAINFALL EVENTS FOR DISLOCATION OR FAILURE, AND REPAIRED IMMEDIATELY. INSPECTIONS SHALL TAKE PLACE UNTIL 95% OF THE SOIL SURFACE IS COVERED WITH PERMANENT VEGETATION. WHERE MULCH IS USED WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE, AND REPAIR AS NEEDED.

TEMPORARY VEGETATION SHALL BE ESTABLISHED ON SOILS THAT WILL NOT BE BROUGHT TO FINAL GRADE FOR A PERIOD OF MORE THAN 30 DAYS. IF TEMPORARY VEGETATION CANNOT BE ESTABLISHED PRIOR TO OCTOBER 15, TEMPORARY MULCH SHALL BE APPLIED THROUGH THE WINTER AND TEMPORARY VEGETATION SHALL BE PLANTED AT THE BEGINNING OF THE GROWING SEASON THE FOLLOWING YEAR. TO PREPARE THE SEEDBED, THE CONTRACTOR SHALL APPLY FERTILIZER AT A RATE OF 600 POUNDS PER ACRE OF 10-10-10 (N-P2O5-K2O) OR EQUIVALENT AND LIMESTONE AT A RATE OF 3 TONS PER ACRE, IF NECESSARY. LOOSEN SOIL TO A DEPTH OF 2 INCHES IN AREAS THAT HAVE BEEN COMPACTED BY CONSTRUCTION ACTIVITIES. GRASS SEED SHALL BE SELECTED BASED UPON THE TIME OF YEAR THE PLANTING WILL TAKE PLACE AS SUMMARIZED IN THE FOLLOWING TABLE:

SEED	LB. PER ACRE	RECOMMENDED SEEDING DATES
WINTER RYE	112	8/15 - 10/1
OATS	80	4/1 - 7/1 8/15 - 9/15
ANNUAL RYEGRASS	40	4/1 - 7/1

TEMPORARY SEEDING SHALL BE PERIODICALLY INSPECTED TO MAINTAIN AT LEAST 95% VEGETATIVE COVER OF SOIL SURFACE. IF ANY EVIDENCE OF EROSION OR SEDIMENTATION IS APPARENT, REPAIRS SHALL BE MADE AND OTHER TEMPORARY MEASURES SHALL BE USED IN THE INTERIM SUCH AS TEMPORARY MULCH, FILTER BARRIERS, ETC.

3. SEDIMENT BARRIER BMPS

PRIOR TO CONSTRUCTION TEMPORARY SEDIMENT BARRIERS SHALL BE INSTALLED AT THE DOWNGRADIENT EDGE OF ANY AREA TO BE DISTURBED AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE DISTURBED AREA . SEDIMENT BARRIERS INCLUDE ANY OF THE FOLLOWING:

FILTER BARRIER FENCE, ALSO CALLED SILT FENCE, SHALL BE INSTALLED WHERE SHOWN ON THE PLANS AND IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. THE FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN AND SHALL PROVIDE A MINIMUM OF 6 MONTHS USABLE CONSTRUCTION LIFE INCLUDING PROTECTION AGAINST ULTRA-VIOLET LIGHT. THE HEIGHT OF THE FENCE SHALL NOT EXCEED 36 INCHES INSTALLED AND POST SPACING SHALL NOT EXCEED 6 FEET. JOINTS IN THE FENCE SHALL BE AVOIDED TO THE EXTENT POSSIBLE, AND IF NECESSARY SHALL BE SPLICED TOGETHER AT A SUPPORT POST WITH A MINIMUM 6 INCH OVERLAP. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP, AND THE BOTTOM 6-8 INCHES OF FABRIC SHALL BE "TOED-IN" TO THE TRENCH AND COMPACTED. THE TRENCH SHOULD BE UPHILL OF THE FABRIC PRIOR TO BURIAL.

STRAY/HAY BALES SHALL BE INSTALLED WHERE SPECIFIED ON THE PLANS IN A SINGLE ROW WITH THE ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER. ALL BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED. THE BARRIER SHALL BE ENTRENCHED AND BACKFILLED TO A DEPTY OF AT LEAST 4 INCHES, AND THE BALES SHALL BE SECURED WITH AT LEAST TWO WOODEN STAKES OR STEEL REBAR PER BALE. STAKES SHALL BE DRIVEN IN A DIRECTION TO PUSH THE BALES TOGETHER. GAPS BETWEEN BALES SHALL BE CHINKED WITH HAY.

EROSION CONTROL MIX BERMS ARE LINEAR BARRIERS COMPOSED OF EROSION CONTROL MIX AS SPECIFIED ABOVE. THE BERM MUST BE A MINIMUM OF 12 INCHES TALL AND 24 INCHES WIDE AT THE BASE IF UPHILL SLOPES ARE LESS THAN 5%. STEEPER SLOPES OR SLOPES GREATER THAN 20 FEET LONG MAY REQUIRE A LARGER WIDTH BERM. EROSION CONTROL MIX BERMS AT THE BASE OF A LONG OR STEEP SLOPE MAY ALSO REQUIRE A FILTER FENCE TO BE INSTALLED ON THE DOWNHILL SIDE OF THE BERM TO PROVIDE ADDITIONAL STABILIZATION AGAINST HIGH RUNOFF FLOWS. EROSION CONTROL MIX BERM IS NOT INTENDED TO BE INSTALLED AT THE BOTTOM OF SLOPES 8% OR STEEPER OR WITH FLOWING WATER.

CONTINUOUS CONTAINED BERMS, WHICH ARE ALSO REFERRED TO AS A FILTER SOCK, PROVIDES ADDITIONAL STABILITY TO AN EROSION CONTROL MIX BERM AND SHOULD BE USED IN FROZEN GROUND CONDITIONS OR IN AREAS THAT RECEIVE CONCENTRATED FLOW.

SEDIMENT BARRIERS SHOULD BE INSTALLED DOWNGRADIENT OF SOIL OR SEDIMENT STOCKPILES AND STORMWATER PREVENTED RUNNING ONTO THE STOCKPILE. SEDIMENT BARRIERS SHALL BE INSPECTED AFTER ANY SIGNIFICANT RAINFALL EVENT AND REPAIRED IMMEDIATELY IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE BARRIERS. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR EDGES OF THE BARRIER, OR IF LARGE VOLUMES OF WATER ARE IMPOUNDED BEHIND THE BARRIER, IT MAY BE NECESSARY TO REPLACE THE BARRIER WITH A TEMPORARY STONE CHECK DAM. SEDIMENT SHALL BE REMOVED ONCE IT REACHES HALF THE BARRIER HEIGHT. AFTER THE BARRIER IS REMOVED, ANY REMAINING SILT SHALL EITHER BE REMOVED OR GRADED TO CONFORM WITH THE EXISTING TOPOGRAPHY AND VEGETATED.

4. TEMPORARY CHECK DAMS

STONE CHECK DAMS SHALL BE INSTALLED IN SWALES OR DRAINAGE DITCHES TO REDUCE STORMWATER VELOCITIES AS SHOWN ON THE PLANS. STONE CHECK DAMS ARE NOT EFFECTIVE IN REMOVING SEDIMENT AND SHOULD BE USED IN CONJUNCTION WITH SEDIMENT BARRIERS IDENTIFIED ABOVE. TEMPORARY CHECK DAMS MAY BE LEFT IN PLACE PERMANENTLY IN MOST CASES. CHECK DAMS SHOULD BE NO HIGHER THAN 24 INCHES, AND THE CENTER OF THE CHECK DAM MUST BE AT LEAST 6 INCHES LOWER THAN THE OUTSIDE EDGES. CHECK DAMS SHOULD BE SPACED SUCH THAT THE CREST OF THE DOWNSTREAM CHECK DAM IS AT THE SAME ELEVATION AS THE TOE OF THE UPSTREAM CHECK DAM. CHECK DAMS IN A DRAINAGE DITCH OR WATERWAY SHOULD BE INSTALLED PRIOR TO DIRECTING RUNOFF TO THEM.

5. STORM DRAIN INLET PROTECTION

STORM DRAIN INLETS THAT ARE MADE OPERATIONAL BEFORE THEIR DRAINAGE AREA IS STABILIZED SHALL BE PROTECTED WITH A FILTER UNTIL THE DRAINAGE AREA IS EITHER PAVED OR STABILIZED WITH 95% VEGETATIVE GROWTH. THE FOLLOWING ARE ACCEPTABLE BMPS ASSOCIATED WITH STORM DRAIN INLET PROTECTION:

HAY BALE OR SILT FENCE INLET STRUCTURE CONSISTS OF HAY BALES OR SILT FENCE CONFIGURED AROUND A CATCH BASIN INLET FRAME AND INSTALLED ACCORDING TO THE METHODS OUTLINED ABOVE. THIS METHOD IS SUITABLE FOR OPEN PIPE (CULVERT) INLETS, FIELD INLETS OR ROAD INLETS THAT HAVE NOT YET BEEN PAVED.

MANUFACTURED SEDIMENT FILTERS ARE THE PREFERRED METHOD FOR PROTECTING CATCH BASIN INLETS IN PAVED OR GRAVEL ROADWAYS. THE FILTERS TYPICALLY CONSIST OF A FABRIC OR OTHER PERVIOUS MATERIAL THAT IS PLACED ABOVE OR BELOW THE GRATE THAT TRAPS SEDIMENT ON THE SURFACE AND ALLOWS WATER TO FLOW THROUGH THE GRATE. CONSIDERATIONS SUCH AS WEATHER CONDITIONS, SLOPES, TRIBUTARY WATERSHED AREA AND EXPECTED SEDIMENT ACCUMULATION SHOULD BE FACTORED INTO MAKING A DECISION ON ANY PARTICULAR PRODUCT, AND THE MANUFACTURER'S RECOMMENDATIONS ON INSTALLATION AND MAINTENANCE SHALL BE STRICTLY ADHERED TO.

6. STABILIZED CONSTRUCTION ENTRANCE/EXIT

TO REDUCE THE TRACKING OF SEDIMENT ONTO ROADWAYS, A STABILIZED CONSTRUCTION EXIT SHALL BE INSTALLED AT ALL POINTS OF EGRESS WHERE VEHICLES MAY TRAVEL FROM THE PROJECT SITE TO A PUBLIC ROAD OR OTHER PAVED AREA. THE STONE PAD SHALL CONSIST OF A MINIMUM 6-INCH DEPTH OF 2-3 INCH CRUSHED STONE, AND SHALL BE PLACED ON A GEOTEXTILE FABRIC. THE PAD SHALL EXTEND AT LEAST 50 FEET INTO THE PROJECT SITE AND BE A MINIMUM OF 10 FEET WIDE. THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, AND THE CONTRACTOR SHALL SWEEP PAVEMENT AT EXITS THAT HAVE EXPERIENCED ANY MUD-TRACKING. MAINTAIN THE PAD UNTIL ALL DISTURBED AREAS ARE STABILIZED. IF TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY OCCURS THE CONTRACTOR SHALL BE RESPONSIBLE FOR SWEEPING THE AFFECTED AREAS IMMEDIATELY, AND THEREAFTER WEEKLY AT A MINIMUM AND PRIOR TO ANY SIGNIFICANT RAINFALL EVENT.

7. DUST CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST ON THE PROJECT SITE AND ON ADJACENT ROADWAYS. EXPOSED SOIL SURFACES SHALL BE MOISTENED PERIODICALLY WITH ADEQUATE WATER TO CONTROL DUST. GRAVEL SURFACES SHALL EITHER BE TREATED WITH AN APPLICATION OF CALCIUM CHLORIDE OR COVERED WITH CRUSHED STONE IF DUST CONTROL BECOMES DIFFICULT WITH NORMAL WATER APPLICATIONS.

8. LAND GRADING AND SLOPE PREPARATION

GRADING SHALL BE PLANNED SO AS TO MINIMIZE THE LENGTH OF TIME BETWEEN INITIAL SOIL EXPOSURE AND FINAL GRADING. ON LARGE PROJECTS THIS SHOULD BE ACCOMPLISHED BY PHASING THE OPERATION AND COMPLETING THE FIRST PHASE UP TO FINAL GRADING AND SEEDING BEFORE STARTING THE NEXT PHASE. ANY EXPOSED AREA THAT WILL NOT BE FINISH GRADED WITHIN 14 DAYS SHALL BE TREATED WITH MULCH OR PLANTED WITH TEMPORARY VEGETATION. PROVISIONS SHALL BE MADE TO SAFELY CONVEY SURFACE RUNOFF TO STORM DRAINS. PROTECTED OUTLETS OR TO STABLE WATER COURSES TO ENSURE THAT SURFACE RUNOFF WILL NOT DAMAGE SLOPES OR OTHER GRADED AREAS. CUT AND FILL SLOPES SHALL NOT EXCEED 1.5:1. CUT AND FILL SLOPES THAT ARE TO BE STABILIZED WITH GRASS SHALL NOT BE STEEPER THAN 3:1; CUT AND FILL SLOPES STEEPER THAN 3:1 SHALL BE STABILIZED WITH EROSION CONTROL BLANKETS OR MATS; CUT AND FILL SLOPES STEEPER THAN 2:1 SHALL BE STABILIZED WITH RIP RAP OR AN APPROVED EQUIVALENT. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS OR OTHER OBJECTIONABLE MATERIALS. AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES. ALL FILLS SHALL BE PLACED AND COMPACTED IN LAYERS NOT TO EXCEED 8 INCHES IN THICKNESS. FILL MATERIAL SHALL BE FREE OF STUMPS, BUILDING DEBRIS AND OTHER OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY LIFTS. FROZEN MATERIAL OR SOFT, MUCKY OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILL SLOPES OR STRUCTURAL FILLS. FILL SHALL NOT BE PLACED ON A FROZEN FOUNDATION. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED APPROPRIATELY. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY FOLLOWING FINISHED GRADING.

9. TOPSOIL

IF POSSIBLE, TOPSOIL SHALL BE STOCKPILED ON THE PROJECT SITE AND REUSED. HIGH QUALITY TOPSOIL SHALL BE FRIABLE AND LOAMY (LOAM, SANDY LOAM, SILT LOAM, SANDY CLAY LOAM, CLAY LOAM), AND SHALL BE FREE OF DEBRIS, TRASH, STUMPS, ROCKS, ROOTS AND NOXIOUS WEEKS. AFTER THE AREAS TO BE TOPSOILED HAVE BEEN BROUGHT TO GRADE, AND IMMEDIATELY PRIOR TO SPREADING THE TOPSOIL, THE SUBGRADE SHALL BE LOOSENED BY SCARIFYING TO A DEPTH OF AT LEAST 2 INCHES TO ENSURE BONDING WITH SUBSOIL. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF 4 INCHES. ANY IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOILING OR OTHER OPERATIONS SHALL BE CORRECTED IN ORDER TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS. IT IS NECESSARY TO COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL, BUT UNDUE COMPACTION IS TO BE AVOIDED.

10. PERMANENT SOIL STABILIZATION

IF THE AREA WILL NOT BE WORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, THEN PERMANENTLY STABILIZE THE AREA WITHIN 7 DAYS BY PLANTING VEGETATION, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH, OR RIPRAP, OR ROAD SUB-BASE. IF USING VEGETATION AS STABILIZATION, SELECT THE PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS; AMEND AREAS OF DISTURBED SUBSOILS WITH TOPSOIL, COMPOST, OR FERTILIZERS; PROTECT SEEDED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS; AND SCHEDULE SODDING, PLANTING, AND SEEDING SO TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDED OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL-ESTABLISHED WITH 90% COVER BY HEALTHY VEGETATION. IF NECESSARY, AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT. ONE OR MORE OF THE FOLLOWING MAY APPLY TO A PARTICULAR SITE.

SEEDED AREAS: TO PREPARE THE SEEDBED, APPLY 10-20-20 FERTILIZER AT A RATE OF 800 POUNDS PER ACRE AND GROUND LIMESTONE AT A RATE OF 3 TONS PER ACRE. WORK THE FERTILIZER AND LIMESTONE INTO THE TOPSOIL TO A DEPTH OF 4 INCHES AND REMOVE ANY STONES, ROOTS OR OTHER VISIBLE DEBRIS. SELECT A SEED MIXTURE THAT IS APPROPRIATE FOR THE SOIL TYPE AND MOISTURE CONTENT AS FOUND AT THE SITE, AND FOR THE AMOUNT OF SUN EXPOSURE AND FOR LEVEL OF USE. REFER TO THE USDA SOIL CONSERVATION SERVICE OR THE LOCAL SOIL AND WATER CONSERVATION DISTRICT FOR APPROPRIATE SEED MIXTURES. APPLY SEED UNIFORMLY IN ACCORDANCE WITH SUPPLIER RECOMMENDATIONS AND IMMEDIATELY COVER WITH MULCH AS DESCRIBED IN THE TEMPORARY MULCHING SECTION OF THIS PLAN.

HYDROSEEDING SHALL BE DONE IN ACCORDANCE WITH SUPPLIERS RECOMMENDATIONS. FOR SEEDED AREAS TO BE PERMANENTLY STABILIZED, 90% OF THE DISTURBED SOIL SHALL BE COVERED WITH MATURE HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.

SOD STRIPS SHALL BE LAID AT RIGHT ANGLES TO DIRECTION OF SLOPE OR FLOW OF WATER STARTING AT LOWEST ELEVATION. JOINTS SHALL BE STAGGERED, AND ALL STRIPS SHALL BE ROLLED OR TAMPED INTO PLACE. ON SLOPES, SOD SHALL BE ANCHORED WITH STAPLES, WIRE OR PINS. IRRIGATE SODDED AREA IMMEDIATELY AFTER INSTALLATION. FOR SODDED AREAS TO BE PERMANENTLY STABILIZED, THE ROOTS OF THE SOD MUST BE COMPLETELY BOUND INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.

PERMANENT MULCH IS A LONG TERM COVER THAT PROVIDES A GOOD BUFFER AROUND DISTURBED AREAS. THE EROSION CONTROL MIX SHALL CONSIST PRIMARILY OF ORGANIC MATERIAL AND MAY INCLUDE SHREDDED BARK, STUMP GRINDINGS OR COMPOSTED BARK. WOOD CHIPS, GROUND CONSTRUCTION DEBRIS, REPROCESSED WOOD PRODUCTS OR BARK CHIPS ARE NOT ACCEPTABLE. THE EROSION CONTROL MIX SHALL CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4 INCHES IN DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS AND MATERIAL TOXIC TO PLANT GROWTH.

RIPRAP STONE SHALL CONSIST OF SUB-ANGULAR FIELD STONE OR ROUGH UNEVEN QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. THE DEPTH OF STONE SHALL BE A MINIMUM OF 2.2 TIMES THE MAXIMUM STONE DIAMETER. A GRAVEL OR GEOTEXTILE FILTER BLANKET SHALL BE PLACED BETWEEN THE RIPRAP AND UNDERLYING SOIL SURFACE. GRAVEL FILTER BLANKETS SHALL MEET MDOT TYPE-C UNDERDRAIN MATERIAL SPECIFICATIONS AND BE AT LEAST 6 INCHES THICK. GEOTEXTILE FILTER BLANKETS SHALL BE SPECIFIED BASED ON SITE CONDITIONS. RIPRAP SLOPES SHALL BE TOED INTO THE BASE OF THE EMBANKMENT BY EXCAVATING A TRENCH AT THE BOTTOM OF THE SLOPE AND INSTALLING A STABLE BASE OF RIPRAP TO GRADE.

DITCHES, CHANNELS AND SWALES ARE CONSIDERED PERMANENTLY STABILIZED WHEN THE CHANNEL HAS 90% COVER OF HEALTHY VEGETATION WITH A WELL GRADED RIPRAP LINING, EROSION CONTROL BLANKET, OR WITH ANOTHER NON-EROSIVE LINING SUCH AS CONCRETE OR ASPHALT PAVEMENT. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE CHANNEL LINING, UNDERCUTTING OF THE BANKS, OR DOWNCUTTING OF THE CHANNEL.

11. STORMWATER CHANNELS

EACH CHANNEL SHOULD BE CONSTRUCTED IN SECTIONS SO THAT THE SECTION'S GRADING, SHAPING, AND INSTALLATION OF THE PERMANENT LINING CAN BE COMPLETED THE SAME DAY. IF A CHANNEL'S FINAL GRADING OR LINING INSTALLATION MUST BE DELAYED, THEN DIVERSION BERMS MUST BE USED TO DIVERT STORMWATER AWAY FROM THE CHANNEL, PROPERLY-SPACED CHECK DAMS MUST BE INSTALLED IN THE CHANNEL TO SLOW THE WATER VELOCITY, AND A TEMPORARY LINING INSTALLED ALONG THE CHANNEL TO PREVENT SCOURING.

12. INSPECTION & MAINTENANCE

THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ALL CONSTRUCTION OPERATIONS COMPLY WITH THE INSPECTION AND MAINTENANCE PROCEDURES FOR THE PROJECT, INCLUDING, BUT NOT LIMITED TO THOSE INCLUDED IN THIS PLAN SET, THE "INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN", AND THE "MAINE EROSION AND SEDIMENTATION CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS".

INSPECTION SHALL OCCUR ON ALL DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES, MATERIAL STORAGE AREAS, AND CONSTRUCTION VEHICLE ENTRANCE(S) AND OR EXIT(S). THESE AREAS SHALL BE INSPECTED AT LEAST ONCE PER WEEK, AS WELL AS 24 HOURS BEFORE AND AFTER A STORM EVENT, AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. INSPECTIONS ARE TO BE CONDUCTED BY A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING STANDARDS AND CONDITIONS IN THE PERMIT.

MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. AFTER EACH RAINFALL, SNOW STORM OR PERIOD OF THAWING AND RUNOFF, THE SITE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL, IN THE SPRING, INSPECT AND REPAIR ANY DAMAGES AND/OR BARE SPOTS. AN ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 85% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

WINTER EROSION AND SEDIMENTATION CONTROL NOTES:

THE WINTER CONSTRUCTION PERIOD TYPICALLY BEGINS IN EARLY NOVEMBER AND ENDS IN MID APRIL. 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 NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AN AREA SHALL BE CONSIDERED DENUDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN THE ROADWAY AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. A COVER OF EROSION CONTROL MIX IS THE PREFERRED TEMPORARY MULCH DURING WINTER CONDITIONS.

1. NATURAL RESOURCE PROTECTION

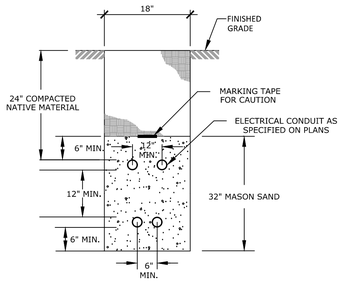
ANY AREAS WITHIN 75 FEET FROM ANY REGULATED NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 75% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH AN EROSION CONTROL COVER. DURING WINTER CONSTRUCTION, A DOUBLE ROW OF SEDIMENT BARRIERS (FOR EXAMPLE, SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) WILL BE PLACED BETWEEN ANY REGULATED NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE REGULATED NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 100 FEET ON EITHER SIDE FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.

2. 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.

3. MULCHING

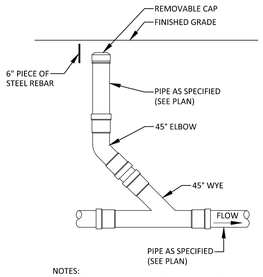
ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 3 TONS PER ACRE (TWICE THE NORMAL ACCEPTED RATE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCHES THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. SNOW MUST BE REMOVED DOWN TO A ONE-INCH DEPTH PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA WILL BE PROPERTY 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.



TRENCH DETAIL - ELECTRICAL CONDUIT

NOT TO SCALE

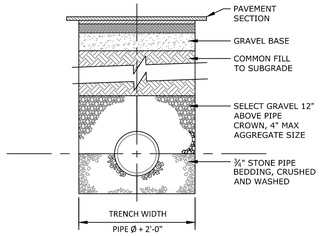
NOTES:
1. ALL CONDUITS SHALL BE 4" DIA. PVC SCH 40 EXCEPT FOR ROAD CROSSINGS SHALL BE PVC SCH 80
2. INSTALLATION SHOULD NOT ALLOW THE INTER-TWINING OF CABLES.
3. BEDDING AND BACKFILL SHALL BE FREE OF ROOTS, STUMPS AND OTHER DEBRIS.
4. COMMUNICATION CABLE AND POWER CABLE SHALL HAVE NO LESS THAN 12 INCHES OF RADIAL SEPARATION.



NOTES:
1. IF CLEANOUT IS LOCATED IN PAVEMENT, INSTALL CLEANOUT BOX ASSEMBLY OVER CLEANOUT AND SET AT FINISHED PAVEMENT GRADE. BOX ASSEMBLY TO BE PRODUCT NO. 00156452W01 AS MANUFACTURED BY EAST JORDAN IRON WORKS, INC. OR APPROVED EQUAL.

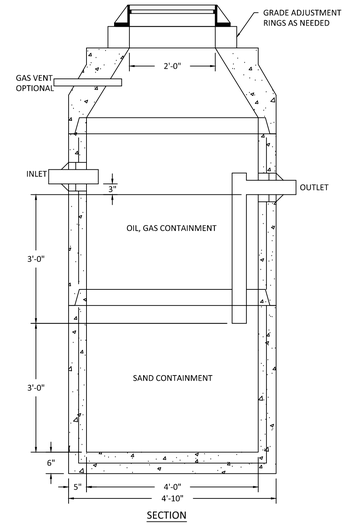
SANITARY/UNDERDRAIN CLEANOUT DETAIL

NOT TO SCALE



TYPICAL TRENCH SECTION

NOT TO SCALE

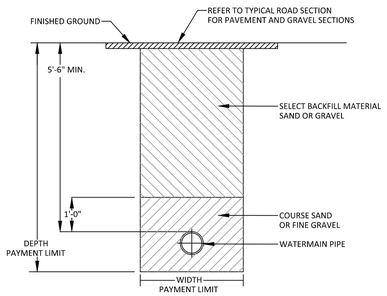


SECTION

NOTES:
1. TRAP TO BE OIL, GAS AND SAND TRAP AS MANUFACTURED BY PRECAST CONCRETE PRODUCTS OF MAINE, INC. OR APPROVED EQUAL.

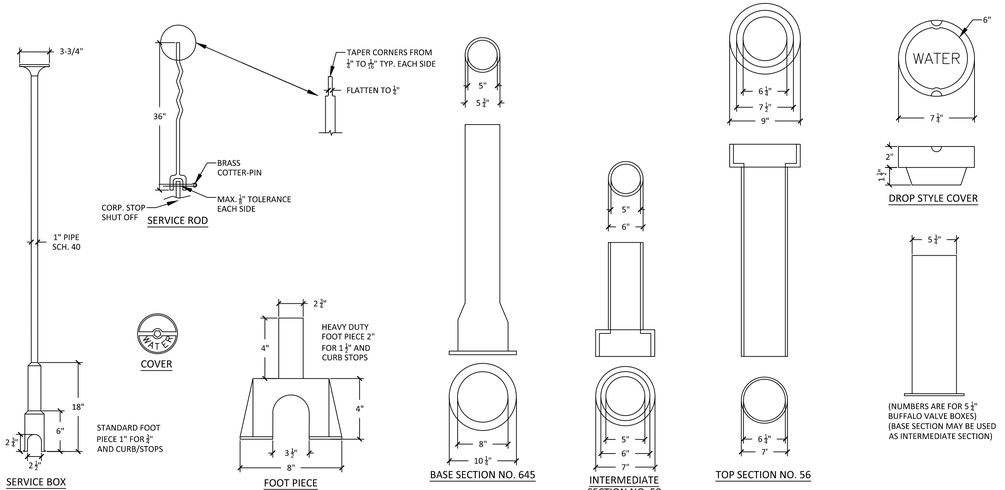
OIL, GAS AND SAND TRAP

NOT TO SCALE



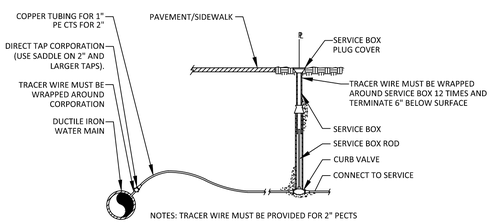
WATERMAIN TYPICAL TRENCH CROSS-SECTION

NOT TO SCALE



VALVE BOX & COVER

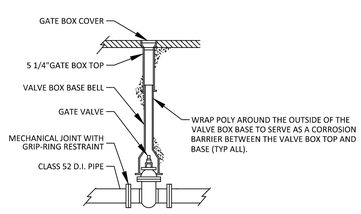
NOT TO SCALE



NOTES: TRACER WIRE MUST BE PROVIDED FOR 2" PECTS

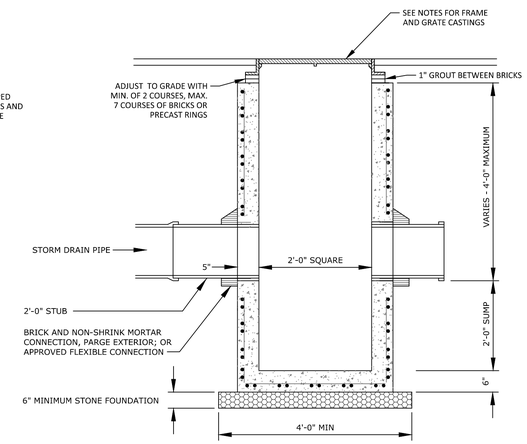
SERVICE DETAIL

NOT TO SCALE



GATE VALVE

NOT TO SCALE



NOTES:
1. CAST IRON FRAME SHALL BE EQUAL TO EAST JORDAN IRON WORKS, PRODUCT NO. 45622011, REVERSIBLE FRAME AND GRATE SHALL BE EQUAL TO EAST JORDAN IRON WORKS, PRODUCT NO. 45622531, HEAVY DUTY GRATE.
2. SUBMIT SHOP DRAWINGS AND CASTING SPECIFICATIONS TO ENGINEER FOR APPROVAL.

PRECAST CONCRETE CATCH BASIN STRUCTURE - TYPE F

NOT TO SCALE

OWNER'S REPRESENTATIVE:

shinberg CONSULTING, LLC

PREPARED BY:

Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2460

MARK MUELLER ARCHITECTS
100 COMMERCIAL ST #205
PORTLAND, MAINE 04101
207-774-9057

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

STATE OF MAINE
DUSTIN M. ROMA
No. 12121
LICENSED
PROFESSIONAL ENGINEER
7-2-19

REV	DATE	BY	DESCRIPTION
A	2-13-19	DMR	ISSUED FOR PERMITTING
B	6-18-19	DMR	REVISED PER CITY REVIEW
C	7-2-19	DMR	REVISED PER CITY REVIEW

DETAILS

57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC
181 STATE STREET, SUITE 303
PORTLAND, MAINE 04101

18076
JOB NUMBER:

AS NOTED
SCALE:

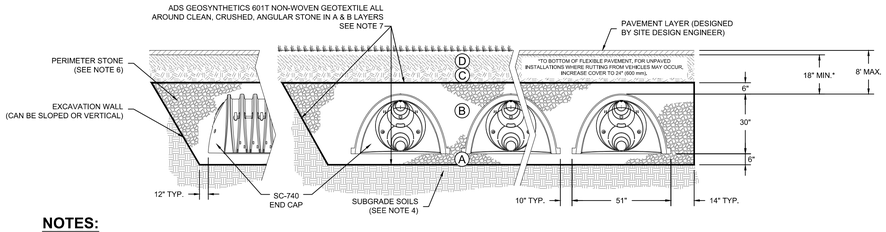
7-2-2019
DATE:

--

C-3

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[3] A-1, A-2-4, A-3 OR AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[3] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. [2 3]

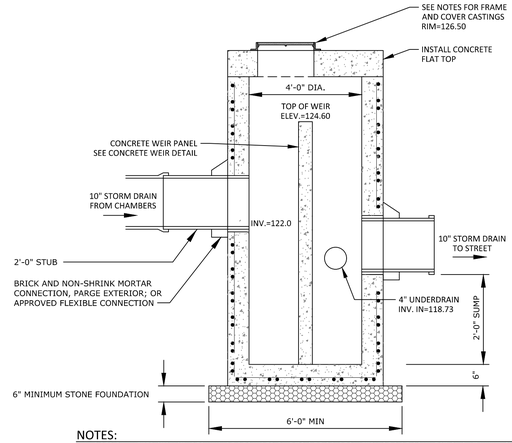
PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

1. SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
5. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
6. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
7. IF DURING CONSTRUCTION, LEDGE OR HIGH GROUNDWATER TABLE IS ENCOUNTERED, CONTRACTOR TO REPLACE NON-WOVEN GEOSYNTHETIC WITH A 30mil PVC LINER.

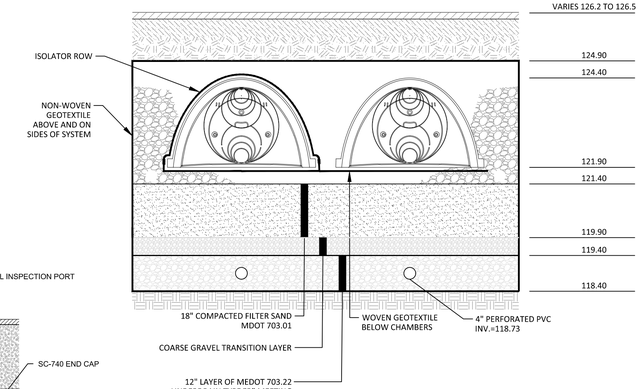
STORMTECH SC-740 CROSS SECTION
NOT TO SCALE



NOTES:

1. LARGER DIAMETER STRUCTURES MAY BE REQUIRED DUE TO SIZE OR GEOMETRY OF PIPE CONNECTIONS AT MANHOLE. WALL THICKNESS TO INCREASE BY 1" FOR EACH 1'-0" DIA. INCREASE. PROVIDE SHOP DRAWINGS.
2. DRAINAGE STRUCTURES TO BE DESIGNED FOR H-20 LOADING.
3. CAST IRON SOLID COVER AND FRAME SHALL BE EQUAL TO NEENAH FOUNDARY PRODUCT NO. R-1556-A - MANHOLE FRAME, SOLID LID - HEAVY DUTY OR EQUAL. SUBMIT CATALOG SHEETS TO ENGINEER FOR APPROVAL.

OUTLET CONTROL STRUCTURE DETAIL
NOT TO SCALE

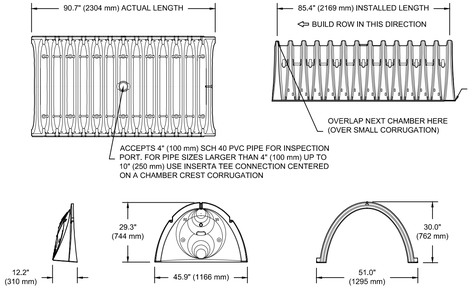


FILTER NOTES:

1. COMPACTION OF SAND FILTER: SAND FILTER MEDIA MUST BE COMPACTED BETWEEN 92% AND 95% STANDARD PROCTOR. THE BED SHOULD BE INSTALLED IN AT LEAST TWO LIFTS TO PREVENT POCKETS OF LOOSE MEDIA.
2. CLAY CONTENT: THE FILTER MATERIAL SHOULD HAVE VERY LITTLE OR NO CLAY CONTENT (2% MAX.)
3. CONSTRUCTION SEQUENCE: THE SAND FILTER MEDIA MUST NOT BE INSTALLED UNTIL THE AREA THAT DRAINS TO THE FILTER HAS BEEN PERMANENTLY STABILIZED WITH PAVEMENT OR OTHER STRUCTURE, 90% VEGETATION COVER, OR OTHER PERMANENT STABILIZATION UNLESS THE RUNOFF FROM THE CONTRIBUTING DRAINAGE AREA IS DIVERTED AROUND THE FILTER UNTIL STABILIZATION IS COMPLETED.
4. CONSTRUCTION OVERSIGHT: THE CHAMBER SYSTEM MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLATION. INSPECTION DURING AND AFTER CONSTRUCTION AND UNTIL THE SITE IS STABILIZED MUST BE PERFORMED BY THE MANUFACTURER'S REPRESENTATIVE.

POST CONSTRUCTION INSPECTION NOTES:

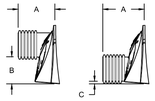
1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	51.0" X 30.0" X 85.4"	(1295 mm X 762 mm X 2169 mm)
CHAMBER STORAGE	45.9 CUBIC FEET	(1.30 m³)
MINIMUM INSTALLED STORAGE*	74.9 CUBIC FEET	(2.12 m³)
WEIGHT	75.0 lbs.	(33.6 kg)

*ASSUMES 6" (152 mm) STONE ABOVE, BELOW, AND BETWEEN CHAMBERS



STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

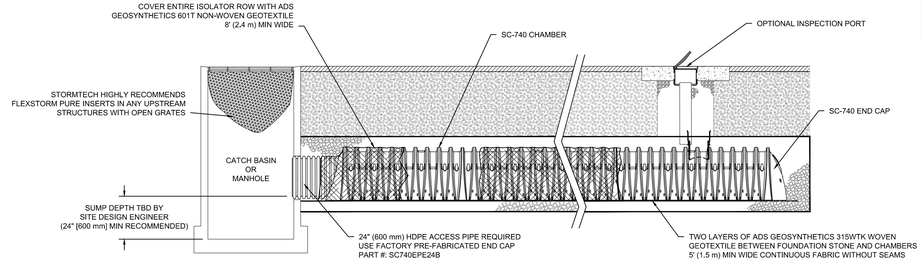
PART #	STUB	A	B	C
SC740EPE06T / SC740EPE06TPC	6" (150 mm)	10.9" (277 mm)	18.5" (470 mm)	---
SC740EPE06B / SC740EPE06BPC			---	0.5" (13 mm)
SC740EPE08T /SC740EPE08TPC	8" (200 mm)	12.2" (310 mm)	16.5" (419 mm)	---
SC740EPE08B / SC740EPE08BPC			---	0.6" (15 mm)
SC740EPE10T / SC740EPE10TPC	10" (250 mm)	13.4" (340 mm)	14.5" (368 mm)	---
SC740EPE10B / SC740EPE10BPC			---	0.7" (18 mm)
SC740EPE12T / SC740EPE12TPC	12" (300 mm)	14.7" (373 mm)	12.5" (318 mm)	---
SC740EPE12B / SC740EPE12BPC			---	1.2" (30 mm)
SC740EPE15T / SC740EPE15TPC	15" (375 mm)	18.4" (467 mm)	9.0" (229 mm)	---
SC740EPE15B / SC740EPE15BPC			---	1.3" (33 mm)
SC740EPE18T / SC740EPE18TPC	18" (450 mm)	19.7" (500 mm)	5.0" (127 mm)	---
SC740EPE18B / SC740EPE18BPC			---	1.6" (41 mm)
SC740EPE24B*	24" (600 mm)	18.5" (470 mm)	---	0.1" (3 mm)

ALL STUBS, EXCEPT FOR THE SC740EPE24B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

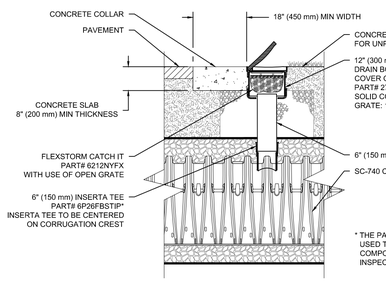
* FOR THE SC740EPE24B THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

STORMTECH SC-740 TECHNICAL SPECIFICATION
NOT TO SCALE



SC-740 ISOLATOR ROW DETAIL
NTS



SC-740 6" INSPECTION PORT DETAIL
NOT TO SCALE

MANUFACTURER'S GENERAL NOTES

1. STORMTECH REQUIRES INSTALLING CONTRACTORS TO USE AND UNDERSTAND STORMTECH'S LATEST INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION.
2. OUR TECHNICAL SERVICES DEPARTMENT OFFERS INSTALLATION CONSULTATIONS TO INSTALLING CONTRACTORS. CONTACT OUR TECHNICAL SERVICES REPRESENTATIVE AT LEAST 30 DAYS PRIOR TO SYSTEM INSTALLATION TO ARRANGE A PRE-INSTALLATION CONSULTATION. OUR REPRESENTATIVES CAN THEN ANSWER QUESTIONS OR ADDRESS COMMENTS ON THE STORMTECH CHAMBER SYSTEM AND INFORM THE INSTALLING CONTRACTOR OF THE MINIMUM INSTALLATION REQUIREMENTS BEFORE BEGINNING THE SYSTEM'S CONSTRUCTION. CALL **1-888-892-2694** TO SPEAK TO A TECHNICAL SERVICES REPRESENTATIVE OR VISIT **WWW. STORMTECH.COM** TO RECEIVE A COPY OF OUR INSTALLATION INSTRUCTIONS.
3. STORMTECH'S REQUIREMENTS FOR SYSTEMS WITH PAVEMENT DESIGN (ASPHALT, CONCRETE PAVERS, ETC.):MINIMUM COVER IS 18" [457 mm] NOT INCLUDING PAVEMENT; MAXIMUM COVER IS 96" [2438 mm] INCLUDING PAVEMENT. FOR INSTALLATIONS THAT DO NOT INCLUDE PAVEMENT, WHERE RUTTING FROM VEHICLES MAY OCCUR, MINIMUM REQUIRED COVER IS 24" [610 mm], MAXIMUM COVER IS 96" [2.438 m].
4. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE DESIGN ENGINEER.
5. AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE (FILTER FABRIC) MUST BE USED AS INDICATED IN THE PROJECT PLANS.
6. STONE PLACEMENT BETWEEN CHAMBERS ROWS AND AROUND PERIMETER MUST FOLLOW INSTRUCTIONS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
7. BACKFILLING OVER THE CHAMBERS MUST FOLLOW REQUIREMENTS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
8. THE CONTRACTOR MUST REFER TO STORMTECH'S INSTALLATION INSTRUCTIONS FOR A TABLE OF ACCEPTABLE VEHICLE LOADS AT VARIOUS DEPTHS OF COVER. THIS INFORMATION IS ALSO AVAILABLE AT STORMTECH'S WEBSITE: **WWW.STORMTECH.COM**. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING VEHICLES THAT EXCEED STORMTECH'S REQUIREMENTS FROM TRAVELING ACROSS OR PARKING OVER THE STORMWATER SYSTEM. TEMPORARY FENCING, WARNING TAPE AND APPROPRIATELY LOCATED SIGNS ARE COMMONLY USED TO PREVENT UNAUTHORIZED VEHICLES FROM ENTERING SENSITIVE CONSTRUCTION AREAS.
9. THE CONTRACTOR MUST APPLY EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT THE STORMWATER SYSTEM DURING ALL PHASES OF SITE CONSTRUCTION PER LOCAL CODES AND DESIGN ENGINEER'S SPECIFICATIONS.
10. STORMTECH PRODUCT WARRANTY IS LIMITED. SEE CURRENT PRODUCT WARRANTY FOR DETAILS. TO ACQUIRE A COPY CALL STORMTECH AT **1-888-892-2694** OR VISIT **WWW.STORMTECH.COM**

STORMWATER CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-740 OR APPROVED EQUAL.
2. CHAMBERS SHALL BE MANUFACTURED FROM VIRGIN POLYPROPYLENE OR POLYETHYLENE RESINS TESTED USING ASTM STANDARDS.
3. CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
6. ONLY CHAMBERS THAT ARE APPROVED BY THE ENGINEER WILL BE ALLOWED. THE CONTRACTOR SHALL SUBMIT (3 SETS) OF THE FOLLOWING TO THE ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
   a. A STRUCTURAL EVALUATION BY A REGISTERED STRUCTURAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET. THE 50-YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2922 MUST BE USED AS A PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
7. CHAMBERS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
8. ALL DESIGN SPECIFICATIONS FOR CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST DESIGN MANUAL.
9. THE INSTALLATION OF CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION INSTRUCTIONS.

MAINTENANCE NOTES:

STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

OWNER'S REPRESENTATIVE:
shinberg CONSULTING, LLC

PREPARED BY:
Mitchell & Associates LANDSCAPE ARCHITECTS
THE STAPLES SCHOOL 70 CENTER STREET PORTLAND, MAINE 04101
PHONE: 207.774.4427 FAX: 207.874.2460

MARK MUELLER ARCHITECTS
100 COMMERCIAL ST #205
PORTLAND, MAINE 04101
207-774-9057

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

STATE OF MAINE
DUSTIN M. ROMA
No. 12131
LICENSED
PROFESSIONAL ENGINEER
7-2-19

REV	DATE	BY	DESCRIPTION
A	2-13-19	DMR	ISSUED FOR PERMITTING
B	6-18-19	DMR	REVISED PER CITY REVIEW
C	7-2-19	DMR	REVISED PER CITY REVIEW

DETAILS
57 ST. LAWRENCE STREET
PORTLAND, MAINE

FOR:
ST. LAWRENCE DEVELOPMENT, LLC
181 STATE STREET, SUITE 303
PORTLAND, MAINE 04101

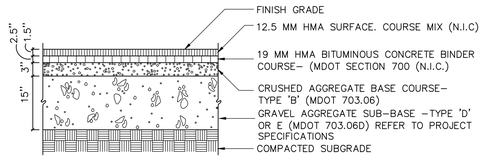
18076
JOB NUMBER:

AS NOTED
SCALE:

7-2-2019
DATE:

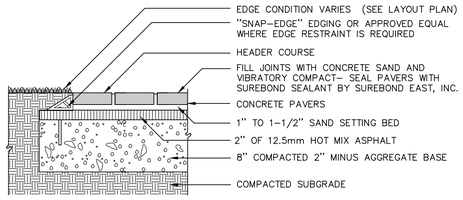
--

C-4



1/4 BITUMINOUS PAVEMENT – DRIVE & PARKING LOT

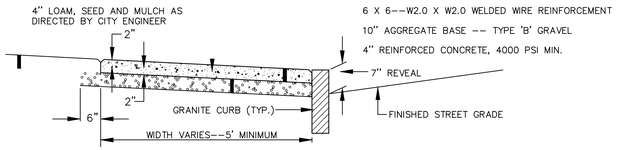
NOT TO SCALE



NOTES:
1. PAVERS SHALL BE SEALED WITH SUREBOND SB–1370 JOINT STABILIZING SEALER OR APPROVED EQUAL
2. MANUFACTURER: GENEST CONCRETE WORKS, INC. OR APPROVED EQUAL

5/4 CONCRETE PAVERS

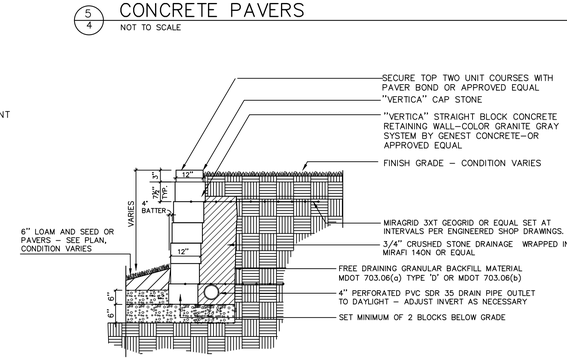
NOT TO SCALE



CONCRETE: 4" THICK SIDEWALK, 4,000 PSI AT 28 DAYS, ¾" MAX. AGGREGATE
REINFORCEMENT: WELDED WIRE MESH, 6X6, ⅝ EPOXY COATED.
FINISH: SCREED AND BULL FLOAT, BROOM FINISH, PERPENDICULAR TO TRAVEL DIRECTION
JOINTS: SAWCUT TO ⅓ DEPTH AT 5' O.C. WTHIN 24 HOURS AT 25–FOOT INTERVALS OR APPROPRIATE CONNECTIONS.
SEALING: APPLY POLY SULFIDE LIQUID SEALANT, GRAY COLOR, INSTALL PER MANUFACTURER'S SPECIFICATIONS.

CITY OF PORTLAND STANDARD DETAIL: REINFORCED CONCRETE SIDEWALK

4/2 NOT TO SCALE

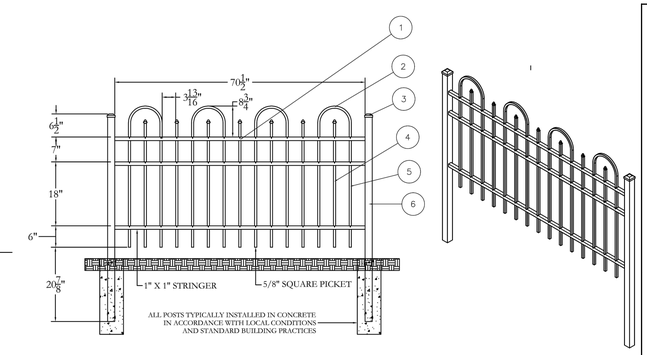


CONTRACTOR SHALL PROVIDE RETAINING WALL DESIGN AND SHOP DRAWINGS STAMPED BY A MAINE PROFESSIONAL ENGINEER. ENGINEER SHALL REFER TO GEOTECHNICAL REPORT INCLUDED IN PROJECT SPECIFICATIONS.

GEOTEXTILE GRID IS TO BE CUT, NOT PUNCTURED, WHERE GUARD RAILS INTERSECT WITH GEOTEXTILE GRID.

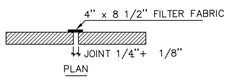
6/4 CONCRETE VERTICA SEGMENTAL RETAINING WALL

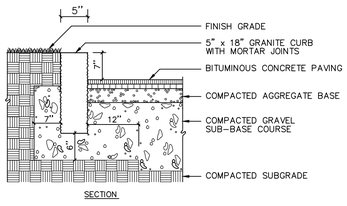
NOT TO SCALE



9/4 ORNAMENTAL METAL FENCE

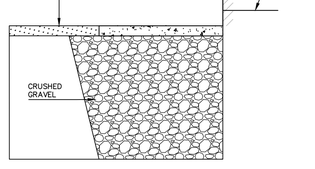
NOT TO SCALE





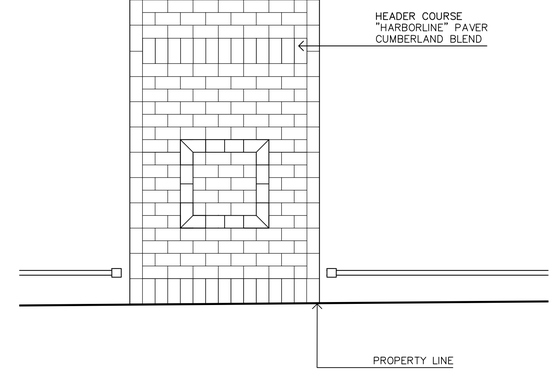
3/4 VERTICAL GRANITE CURB

NOT TO SCALE



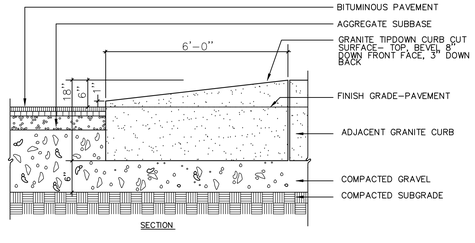
7/4 CONCRETE LANDING

1/2" = 1'



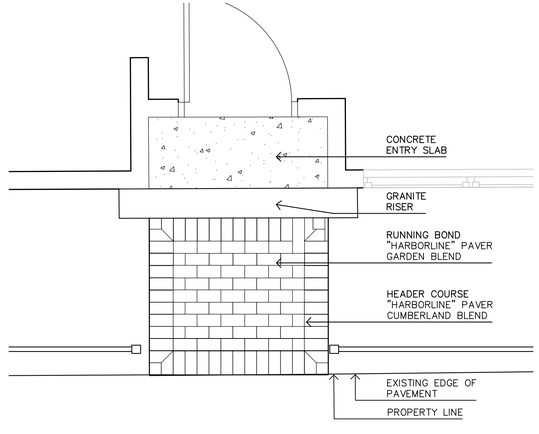
10/4 COURTYARD ENTRANCE

1/2" = 1'



4/4 GRANITE TIP–DOWN CURB

NOT TO SCALE



8/4 55 LAWRENCE STREET ENTRANCE

1/2" = 1'

LICENSED LANDSCAPE ARCHITECT
ROBERT B. METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207–772–7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School, 70 Center Street, Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2560

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207–774–9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207–310–0506

55–59 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date: FEBRUARY 13, 2019

Issued For: PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS

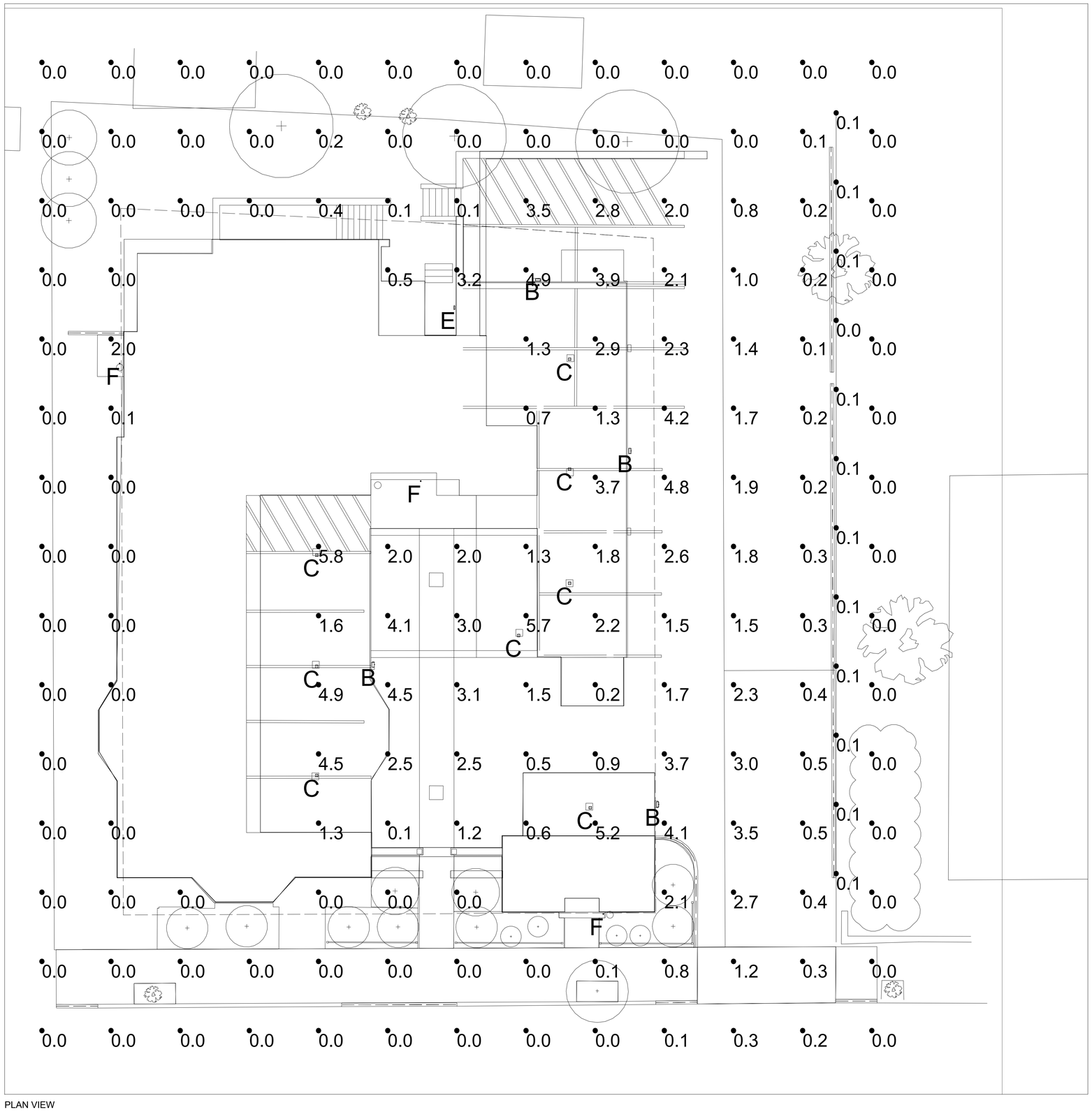
Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title: DETAILS

Scale: AS NOTED

North:

Sheet No.: L4



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
PL	0.09	0.1	0.0	N.A.	N.A.
site	0.91	5.8	0.0	N.A.	N.A.

Luminaire Schedule (note fixture catalogue numbers are not complete)

Type	Symbol	Qty	Lum. Lumens	LLF	Lum. Watts	Description
B		4	3340	0.900	28.79	WDS-D-24L-30-3K7-3
C		8	723	0.900	8.422	BLSD5-09C3-30KS-90-S-WH
E		1	1129	0.900	17.3	CY1-15-3K7-1-2D-R
F		3	462	0.900	6.8	EC-LED-e66-WFL-12

TITLE
57 ST LAWRENCE STREET
PORTLAND, ME
SITE LIGHTING LAYOUT

Site 7-23-19.AGI

GENERATED BY SWANEY LIGHTING, SCARBOROUGH ME - 207-883-7100 - swaneylighting.com

Date:7/23/2019

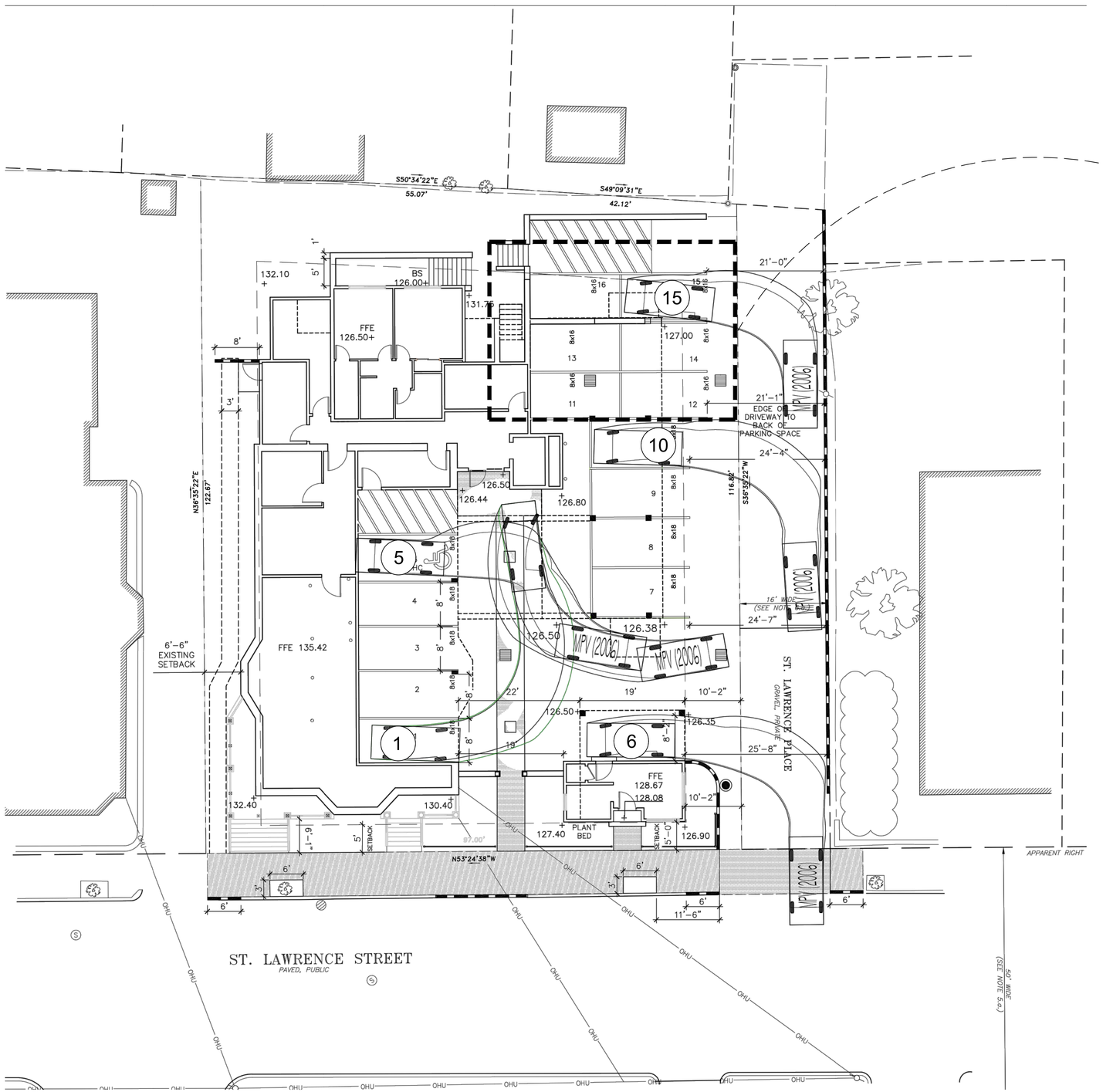
GENERATED FOR:
MITCHELL ASSOCIATES

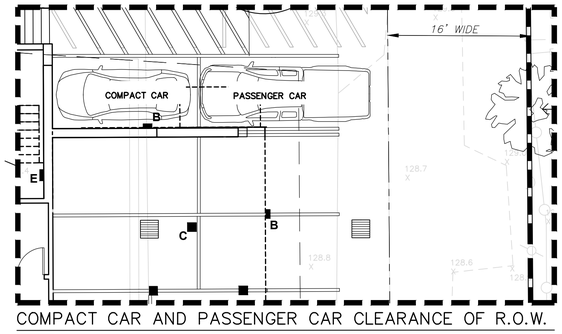
SCALE NOT TO SCALE

Page 1 of 1

SWANEY LIGHTING ASSOCIATES, INC.

NOTICE: THIS DRAWING IS THE EXCLUSIVE PROPERTY OF SWANEY LIGHTING ASSOCIATES. ITS ACCEPTANCE CONSTITUTES AN AGREEMENT THAT THE DRAWING WILL BE TREATED AS CONFIDENTIAL. THIS DRAWING IS TO BE USED FOR NO PURPOSE OTHER THAN AS DETAILED IN WRITING BY SWANEY LIGHTING ASSOCIATES. THIS DRAWING IS TO BE RETURNED UPON REQUEST AND IS NOT TO BE COMMUNICATED, DISCLOSED OR COPIED; EXCEPT AS EXPRESSLY PERMITTED IN WRITING BY SWANEY LIGHTING ASSOCIATES. AS A RESULT OF THE BEST UTILIZATION OF LIGHTING FIXTURES INCLUDED IN THIS DRAWING, IT IS PROVIDED USING FIXTURE PHOTOMETRICS SUBMITTED BY THE MANUFACTURER. SWANEY LIGHTING ASSOCIATES HAS NOT FIELD TESTED THE LAYOUT SHOWN AS FAR AS PERFORMANCE SHOWN IN IES FILE IS NOT THE RESPONSIBILITY OF THE MANUFACTURER. IT'S USE FOR ANY OTHER PURPOSE IS NOT AUTHORIZED BY SWANEY LIGHTING ASSOCIATES.





COMPACT CAR AND PASSENGER CAR CLEARANCE OF R.O.W.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School, 70 Center Street, Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2560

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS
REVISED AUGUST 5, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title:
-ENTERING-
COMPACT VEHICLE TURNING MOVEMENT EXHIBIT

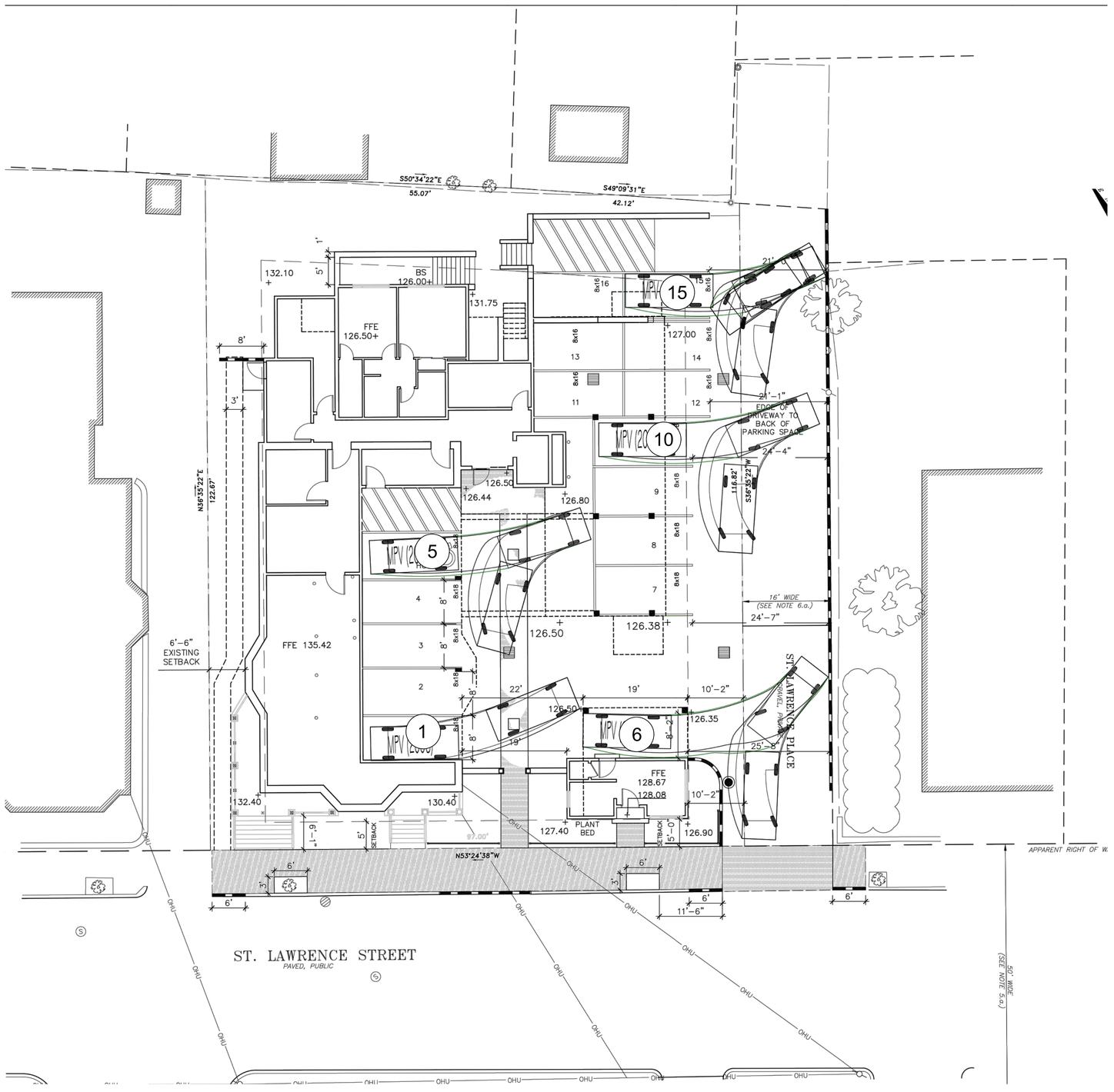
Scale: 1"=10'

0 5 10 20 FT

North:

EXHIBIT 3

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.



Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates
LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2660

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.
57 SAINT LAWRENCE ST. Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS
REVISED AUGUST 5, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title:
– EXITING –
COMPACT VEHICLE TURNING MOVEMENT EXHIBIT

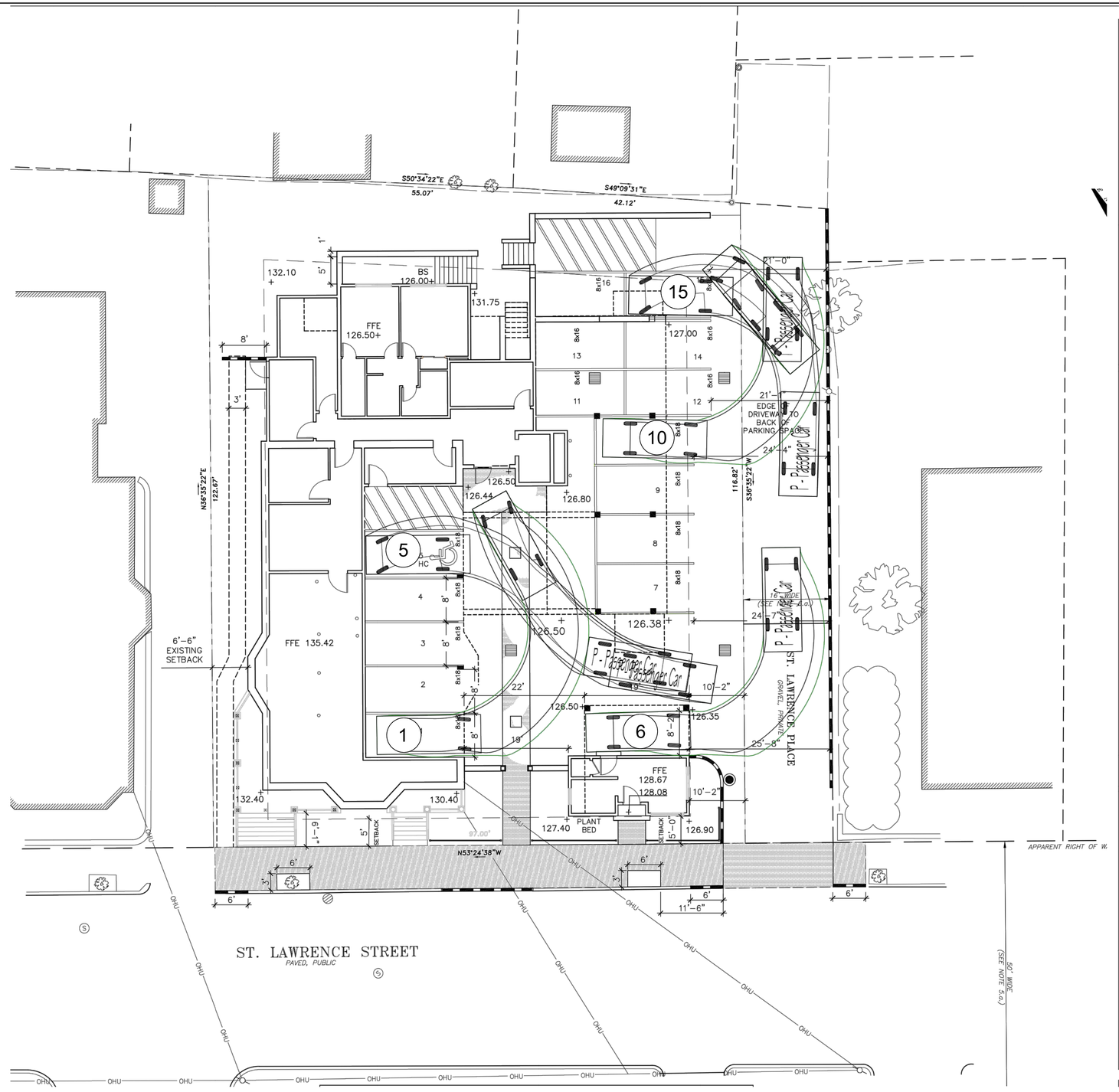
Scale: 1"=10'
0 5 10 20 FT

North:

EXHIBIT
3.1

LICENSED LANDSCAPE ARCHITECT
ROBERT B. METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.



ENTERING:

PARKING SPACE 7: PULLS INTO SPACE IN ONE FLUID MOVEMENT (1 POINT TURN)

PARKING SPACE 10: BACKS INTO SPACE (2 POINT TURN)

PARKING SPACE 15: PULLS INTO SPACE WITH ONE FLUID MOVEMENT (1 POINT TURN)

LICENSED LANDSCAPE ARCHITECT
ROBERT B. METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School, 70 Center Street, Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2660

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS
REVISED AUGUST 5, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

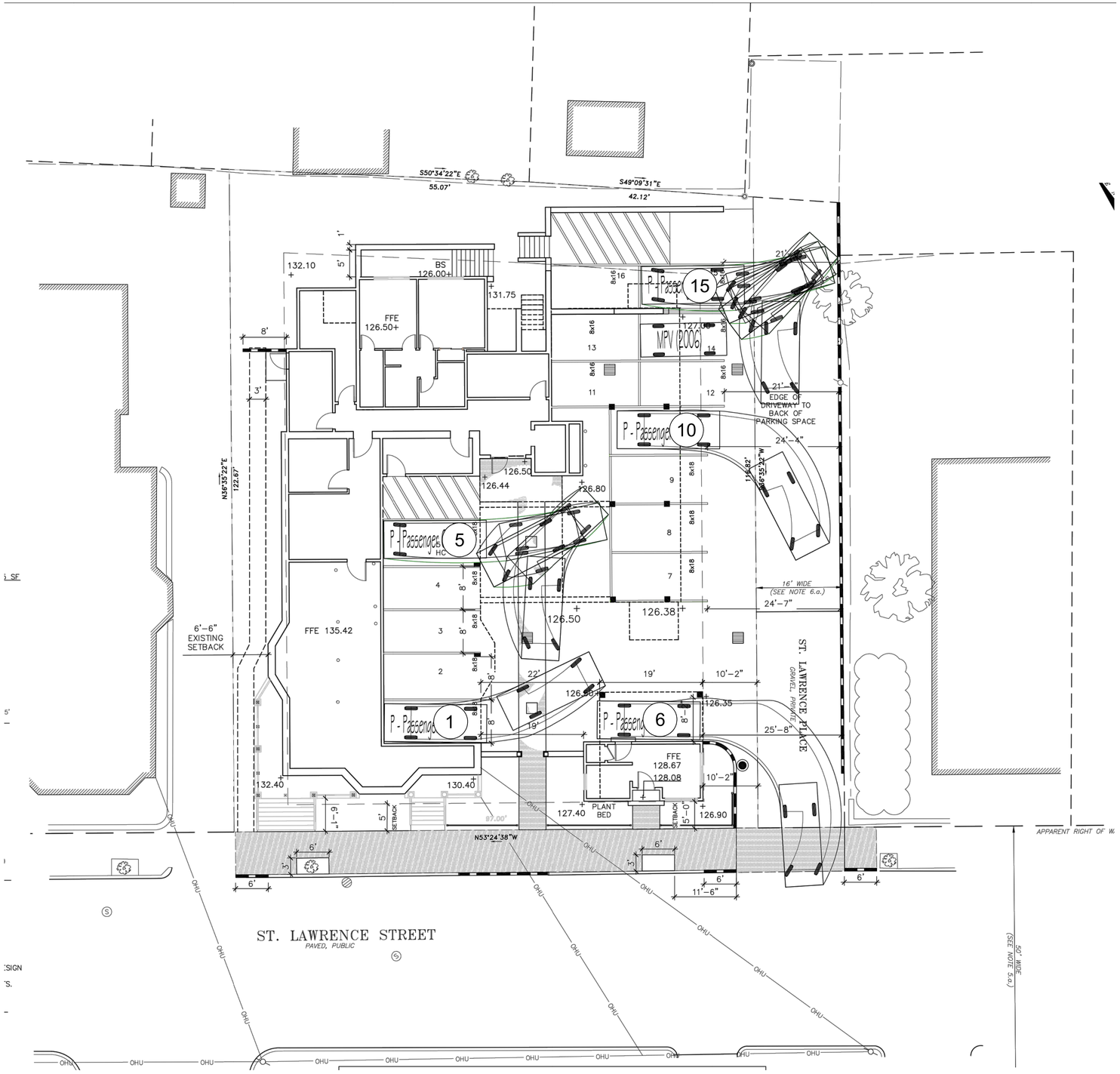
Title:
– ENTERING –
PASSENGER VEHICLE TURNING MOVEMENT EXHIBIT

Scale: 1"=10'

0 5 10 20 FT

North:

EXHIBIT
3.2



EXITING:

PARKING SPACE 7: BACKS OUT OF SPACE WITH A 4 POINT TURN

PARKING SPACE 10: PULLS OUT OF SPACE IN ONE FLUID MOVEMENT (1 POINT TURN)

PARKING SPACE 15: BACKS OUT OF SPACE WITH A 6 POINT TURN

LICENSED LANDSCAPE ARCHITECT
ROBERT B METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2660

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date:
FEBRUARY 13, 2019

Issued For:
PERMITTING

Revisions:
REVISED JULY 22, 2019
PER STAFF COMMENTS
REVISED AUGUST 5, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title:
– EXITING –
PASSENGER VEHICLE TURNING MOVEMENT EXHIBIT

Scale: 1"=10'

0 5 10 20 FT

North:

EXHIBIT 3.3

GREEN SPACE SQUARE FOOTAGE

GREEN SPACE CALCULATIONS:

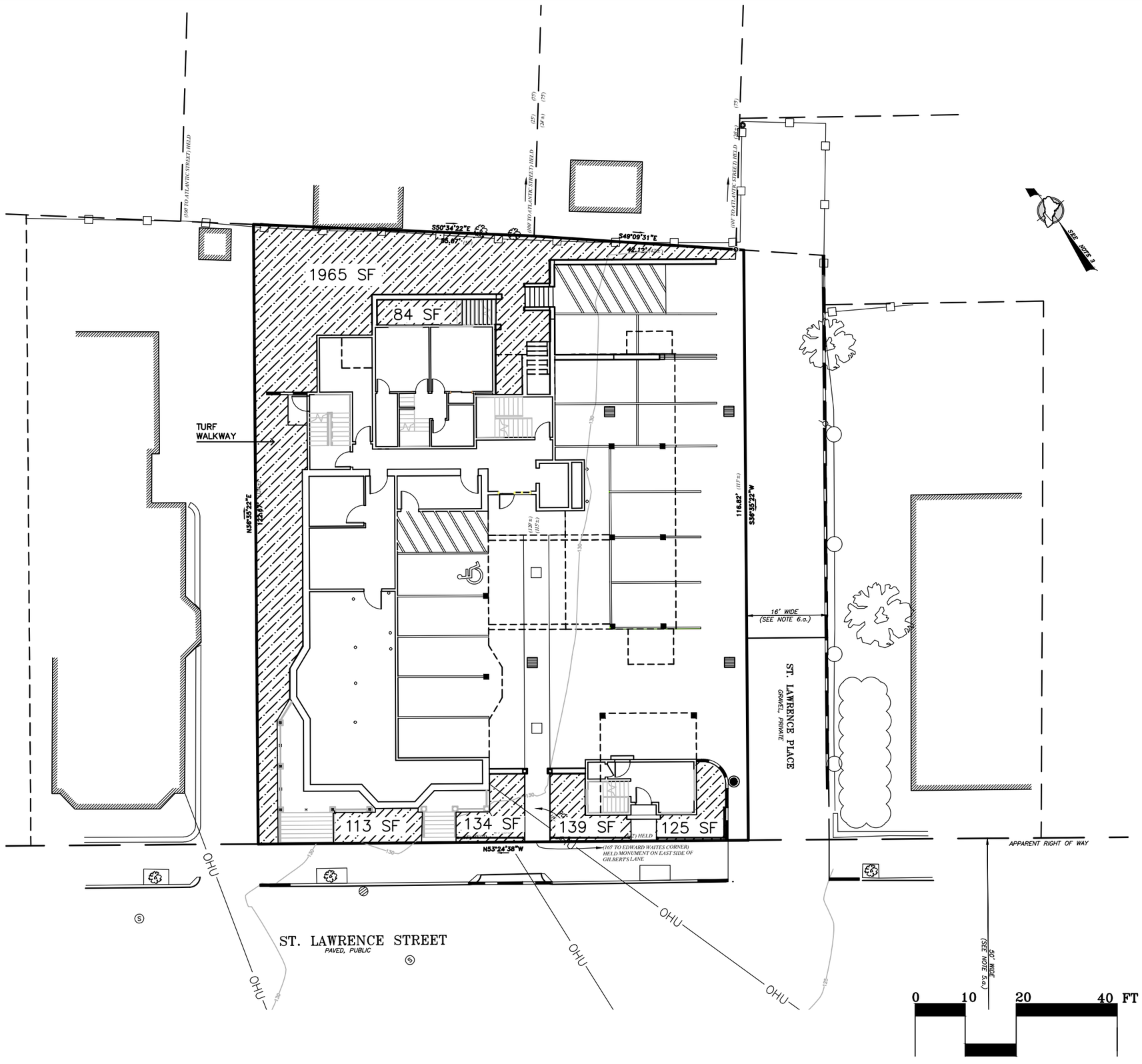
1965
84
134
139
125
113
2,560 SQUARE FEET

11,644 TOTAL LOT SQUARE FOOTAGE

21.98% GREEN SPACE LOT COVERAGE

LEGEND

GREEN SPACE



2

Title: LANDSCAPED OPEN SPACE LOT COVERAGE PERCENTAGE

Date: FEBRUARY 13, 2019 / REVISED JULY 30, 2019 Scale: 1" = 20'

Project: 55-59 SAINT LAWRENCE ST.
55-59 ST. LAWRENCE ST. PORTLAND, MAINE

Mitchell & Associates
LANDSCAPE ARCHITECTS
70 Center Street
Portland, Maine 04101
P: 207.774.4427
F: 207.874-2460

BUILDING HEIGHT EXHIBIT

① EXISTING BUILDING CORNER ELEVATIONS
132.40
130.40

BUILDING ADDITION ELEVATIONS
132.10
131.75
127.00
126.44
126.38
126.50
126.80

+

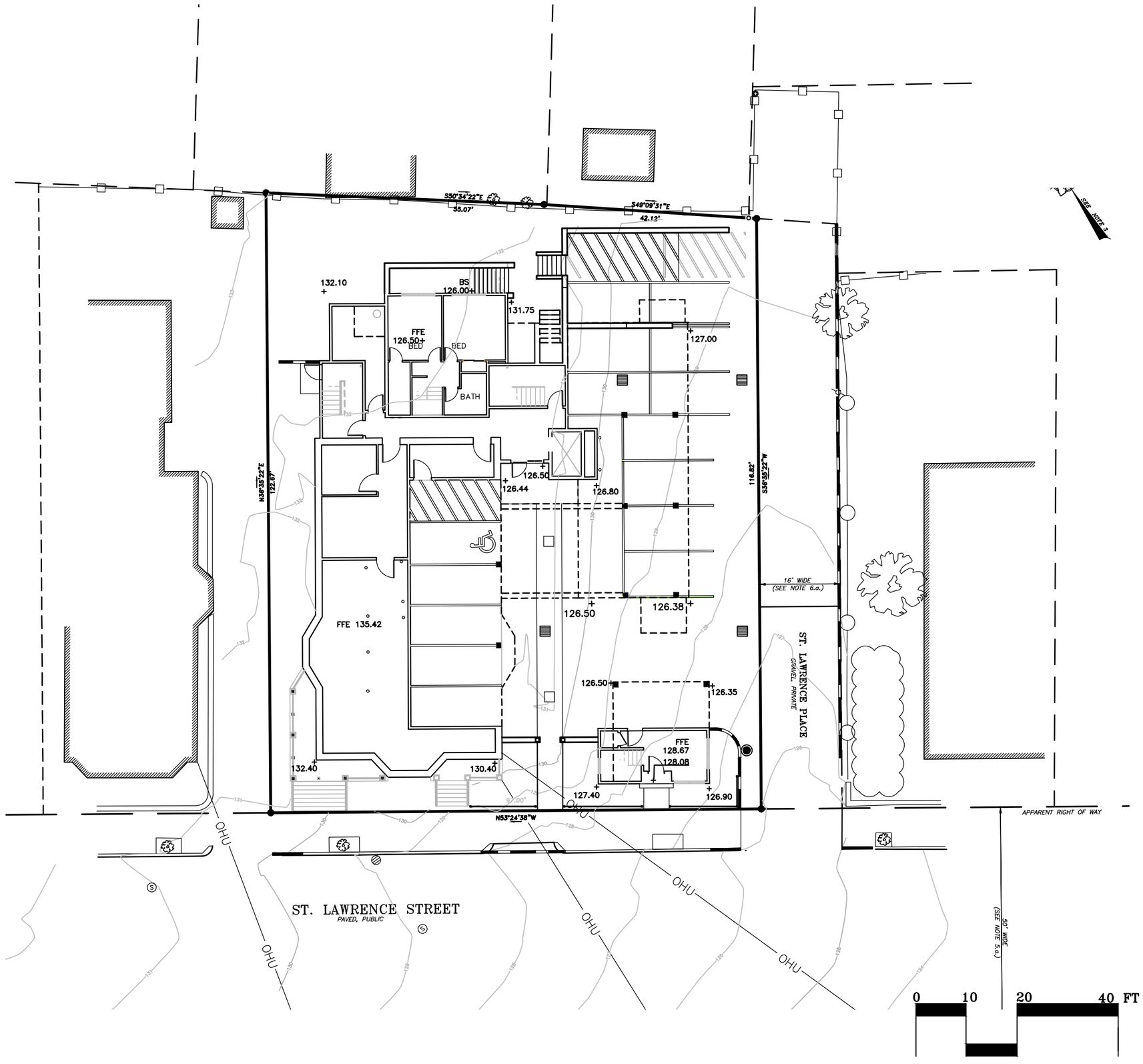
896.86 = 1159.77 ÷ 9 = 128.86

128.86 AVERAGE ELEVATION
ALLOWED BUILDING HEIGHT 45'

MAXIMUM BUILDING HEIGHT ADDITION 173.86'

② TWO-STORY SINGLE FAMILY ELEVATIONS
126.50
126.35
126.90
127.40
507.15 ÷ 4 =
126.79 AVERAGE ELEVATION
ALLOWED BUILDING HEIGHT 35'

MAXIMUM BUILDING HEIGHT SINGLE FAMILY
161.79'



7

Title: BUILDING HEIGHT EXHIBIT
Date: FEBRUARY 13, 2019 / REVISED JULY 30, 2019
Scale: 1" = 20'
Project: 55-59 SAINT LAWRENCE ST.
55-59 ST. LAWRENCE ST. PORTLAND, MAINE

Mitchell & Associates
LANDSCAPE ARCHITECTS
70 Center Street
Portland, Maine 04101
P: 207.774.4427
F: 207.874-2460

57 St. Lawrence

EXISTING UNIT TABULATION:

FIRST FLOOR:

UNIT 1A	1 BR	1 BA	661 SF
UNIT 1B	2 BR	1 BA	910 SF
UNIT 1C	1 BR	1 BA	514 SF

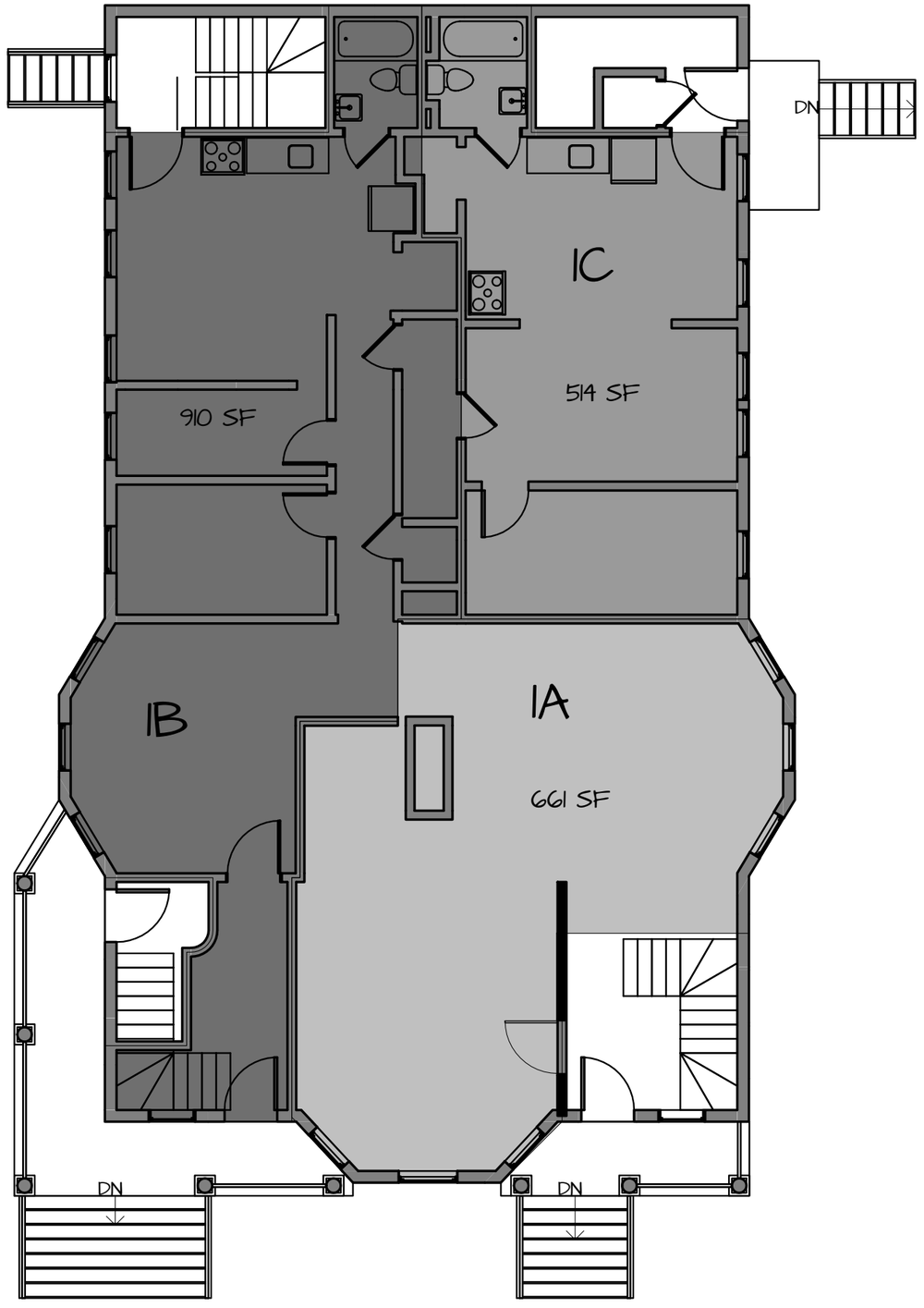
SECOND FLOOR

UNIT 2A	2 BR	1 BA	1178 SF
UNIT 2B	2 BR	1 BA	773 SF

THIRD FLOOR

UNIT 3A	3 BR	1 BA	1,205 SF
UNIT 3B	2 BR	1 BA	909 SF

Total:
(5) 2 BR
(2) 1 BR



shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final

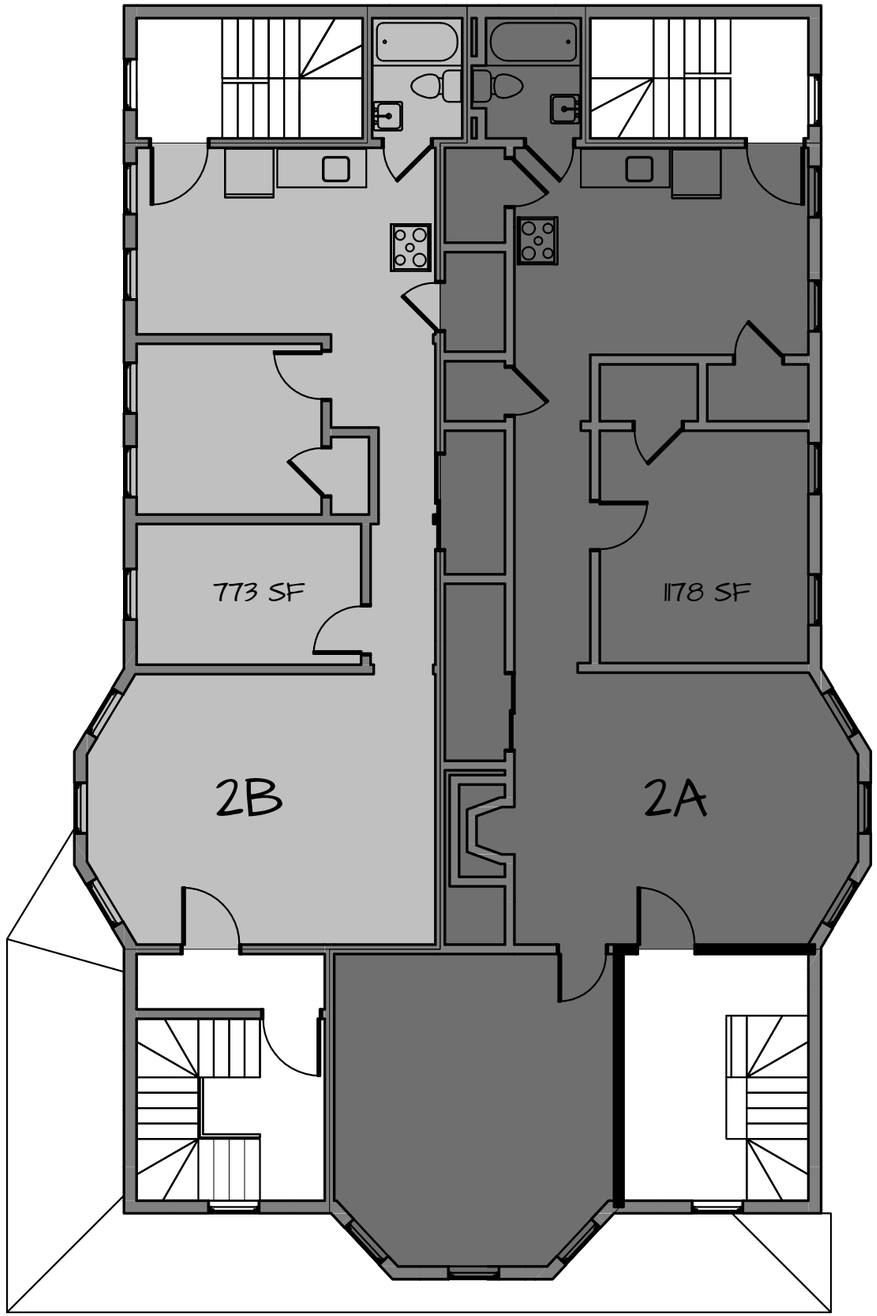
Site Plan Review

7/22/19

1st Floor - Existing Building
1/8" = 1'-0"

EX-1.1

57 St. Lawrence



shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final

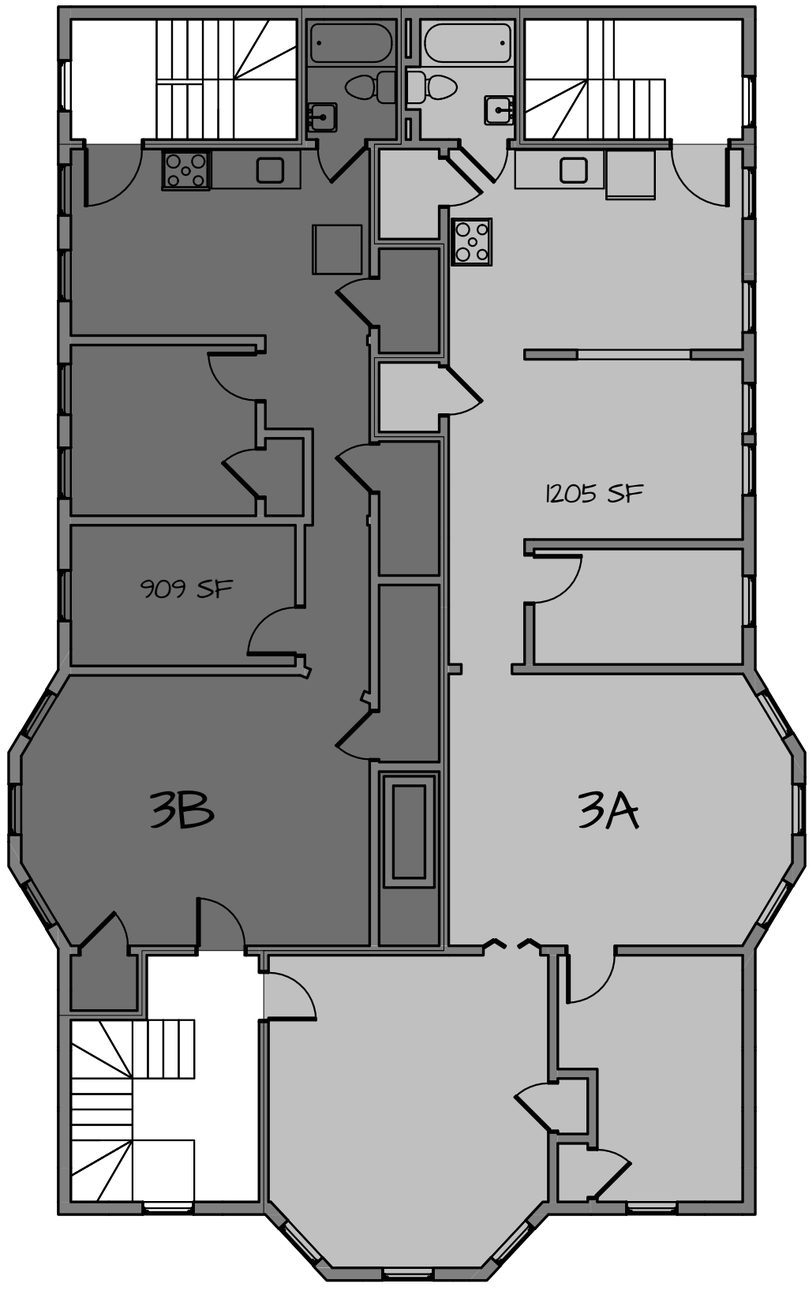
Site Plan Review

7/22/19

2nd Floor - Existing Building
1/8" = 1'-0"

EX-1.2

57
St.
Lawrence



shinberg
CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

MARK
MUELLER
ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final

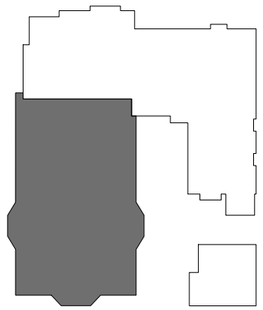
Site Plan Review

7/22/19

3rd Floor - Existing Building
1/8" = 1'-0"

EX-1.3

57 St. Lawrence

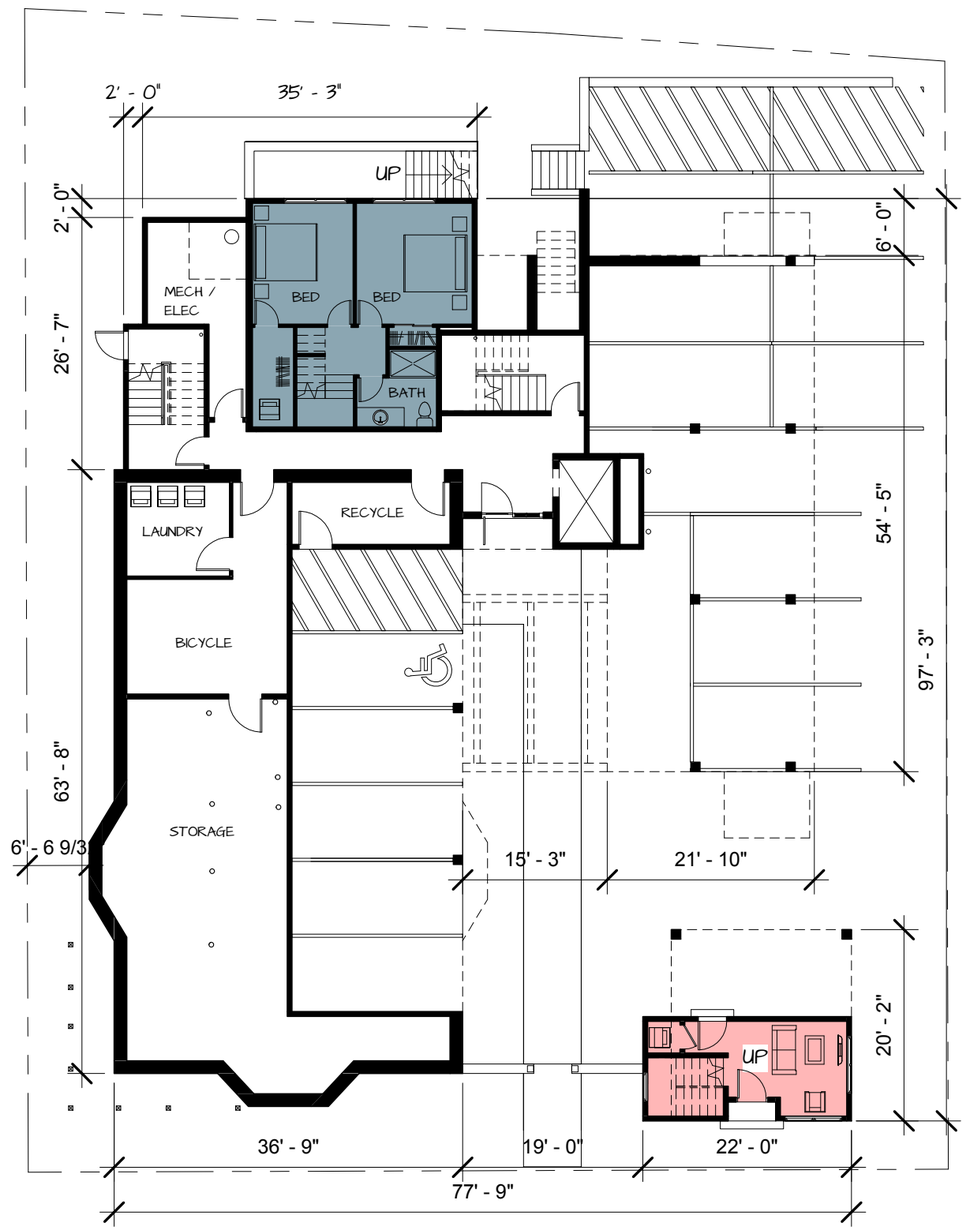


NEW BUILDING
EXISTING BUILDING

BUILDING AREA TABULATION:

EXISTING BUILDING TOTAL:	7303 SF
NEW BUILDING TOTAL:	14,287 SF
TOTAL AREA:	21,590 SF

COVERED PARKING TOTAL: 2088 SF



PROPOSED GARDEN LEVEL
1/16" = 1'-0"

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

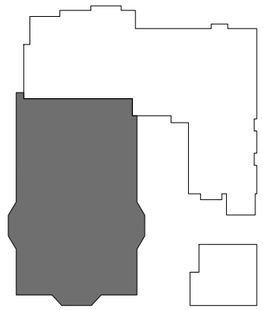
shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-1.0

57 St. Lawrence



NEW BUILDING
EXISTING BUILDING

UNIT TABULATION:

FIRST FLOOR:

UNIT 101	2 BR	1 BA	1,023 SF	
UNIT 102	1 BR	1 BA	665 SF	
UNIT 103**	1 BR	1 BA	610 SF	
UNIT 104	3 BR	2 BA	1,229 SF	(2A)
UNIT 105	1 BR	1 BA	628 SF	(1C)

SECOND FLOOR

UNIT 201	2 BR	1 BA	1,163 SF	(2B)
UNIT 202	2 BR	1 BA	1,149 SF	(3B)
UNIT 203*	2 BR	1 BA	704 SF	(1A)
UNIT 204	2 BR	1.5 BA	936 SF	(1B)
UNIT 205	1 BR	1 BA	628 SF	

THIRD FLOOR

UNIT 301	2 BR	1 BA	1,442 SF	
UNIT 302	2 BR	1 BA	1,247 SF	(3A)
UNIT 303	3 BR	2 BA	1,447 SF	
UNIT 304	2 BR	2.5 BA	1,038 SF	
UNIT 305	2 BR	2 BA	1,191 SF	

SINGLE FAMILY

UNIT 55	1 BR	1.5 BA	905 SF	

AVERAGE UNIT SIZE: 1007 SF

NOTES INCLUSIONARY HOUSING *
NOTES WORKFORCE HOUSING **
ALL EXISTING RENOVATED UNITS ARE INCREASED IN SIZE.
ALL UNIT AREAS ARE BASED ON BOMA STANDARDS.
OWNER TO PAY FEE IN LIEU OF CONSTRUCTING 2ND INCLUSIONARY UNIT.

PROPOSED FIRST FLOOR
1/16" = 1'-0"

EXISTING UNIT COUNT:

EXISTING BUILDING: 7 UNITS

PROPOSED UNIT COUNT:

EXISTING BUILDING RENOVATED: 7 UNITS
NEW BUILDING: 8 UNITS
STAND ALONE: 1 UNIT

TOTAL: 28 BEDROOMS
(2) 3 BEDROOMS
(9) 2 BEDROOMS
(4) 1 BEDROOMS

ALL UNITS ARE GREATER THAN 600 SF AND NO EXISTING UNITS OVER 1000 SF ARE REDUCED BELOW 1000 SF.

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

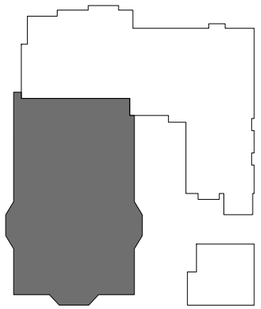
Final - Resubmitted

Site Plan Review

8/6/19

A-1.1

57 St. Lawrence



NEW BUILDING

EXISTING BUILDING

PROPOSED SECOND FLOOR

1/16" = 1'-0"

MARK MUELLER ARCHITECTS

100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

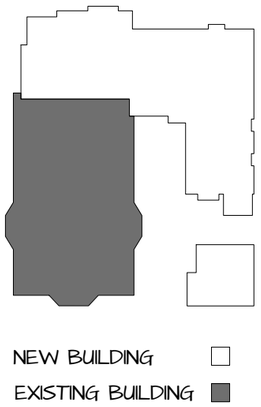
shinberg CONSULTING, LLC

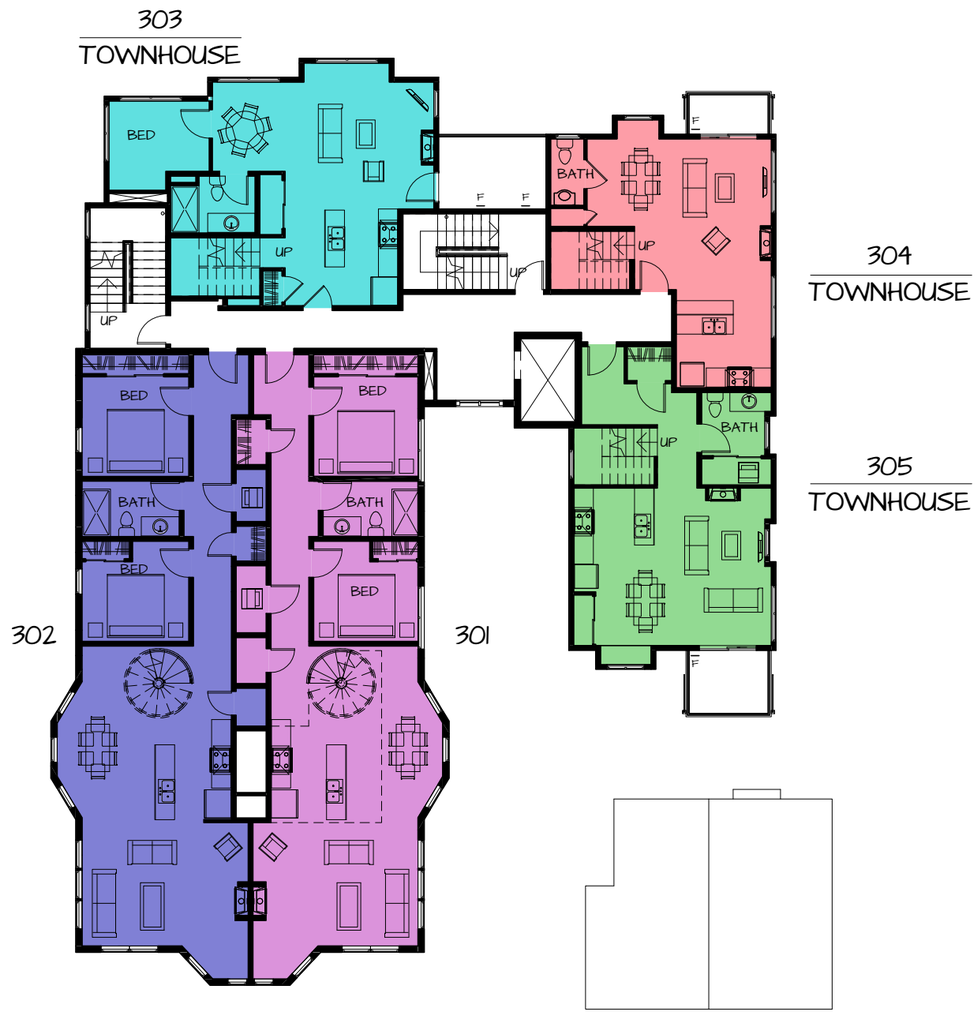
ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-1.2

57 St. Lawrence





PROPOSED THIRD FLOOR

1/16" = 1'-0"

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

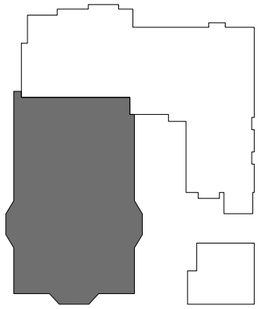
shinberg CONSULTING, LLC

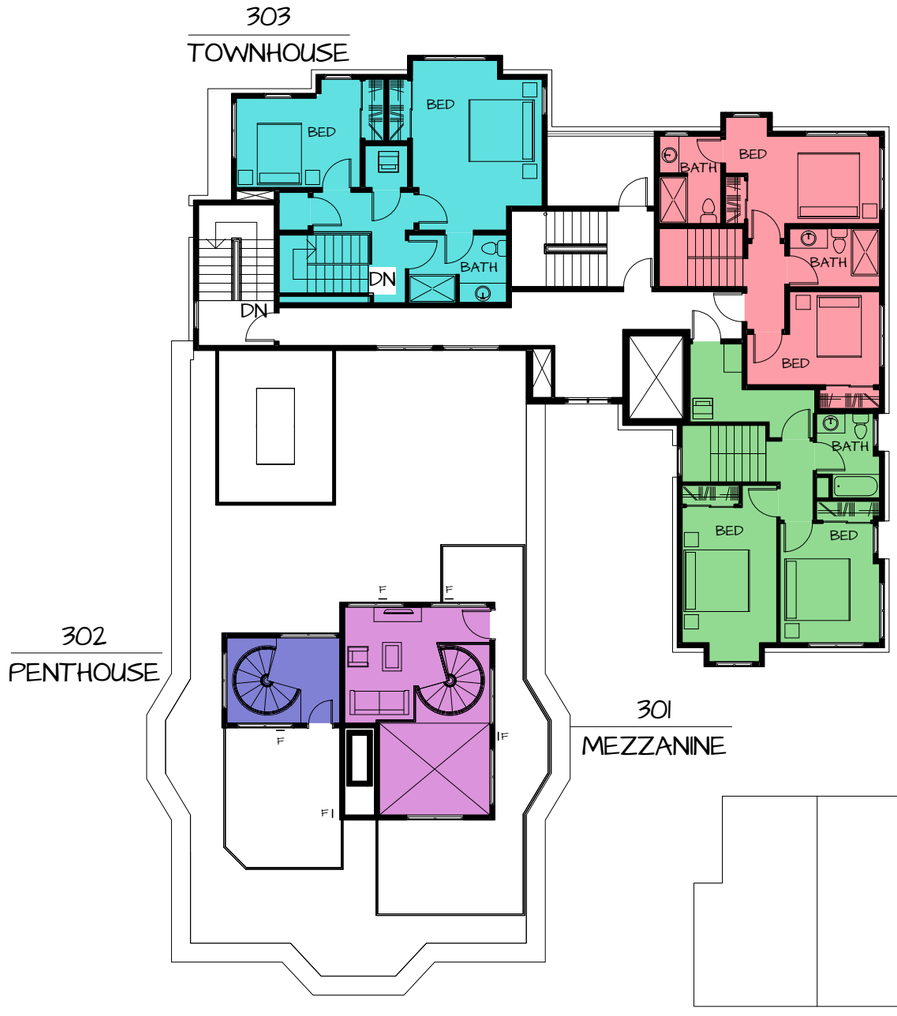
ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-1.3

57 St. Lawrence





PROPOSED FOURTH FLOOR

1/16" = 1'-0"

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

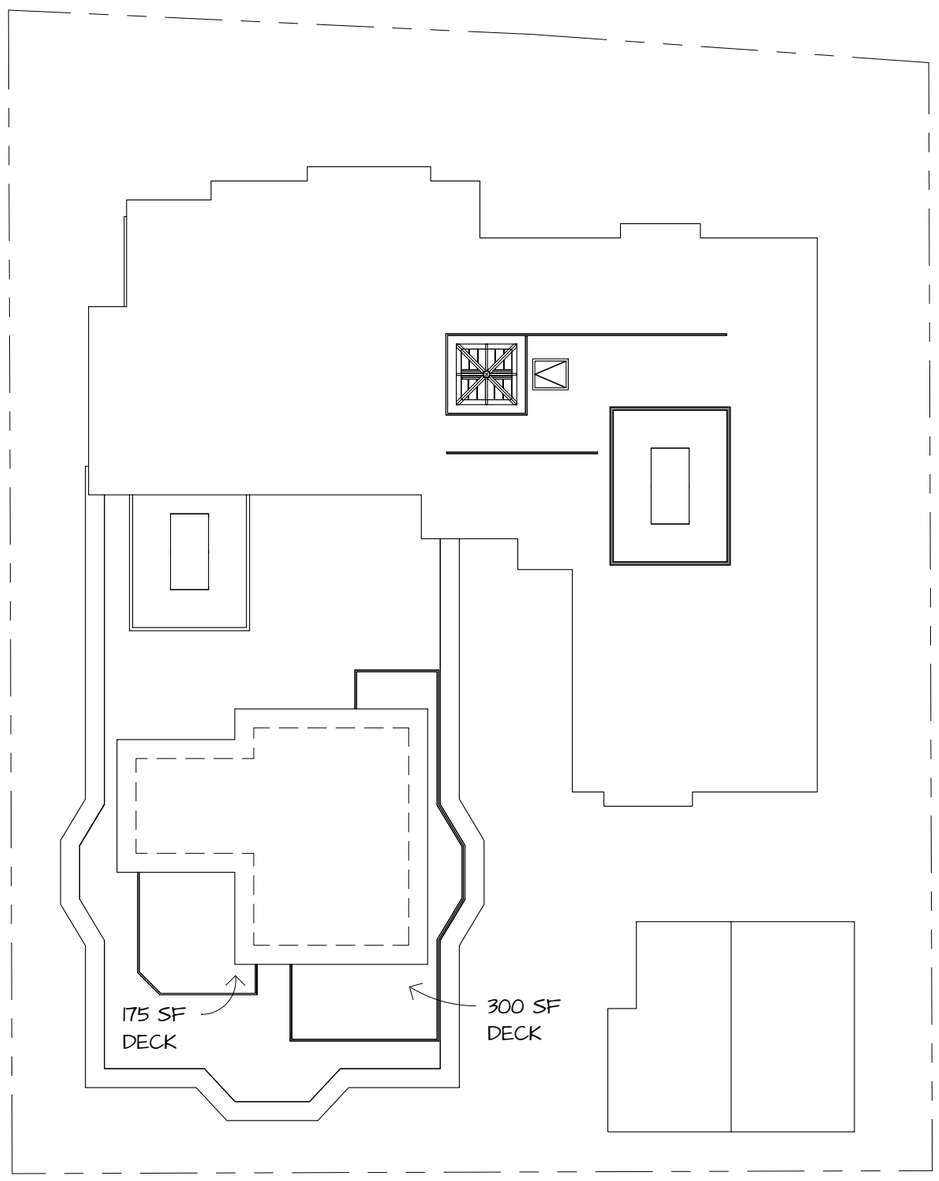
55-59 St. Lawrence Street
Portland, Maine 04112

A-1.4

57
St.
Lawrence

MARK
MUELLER
ARCHITECTS

100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com



PROPOSED ROOF PLAN
1/16" = 1'-0"

Final - Resubmitted

Site Plan Review

8/6/19

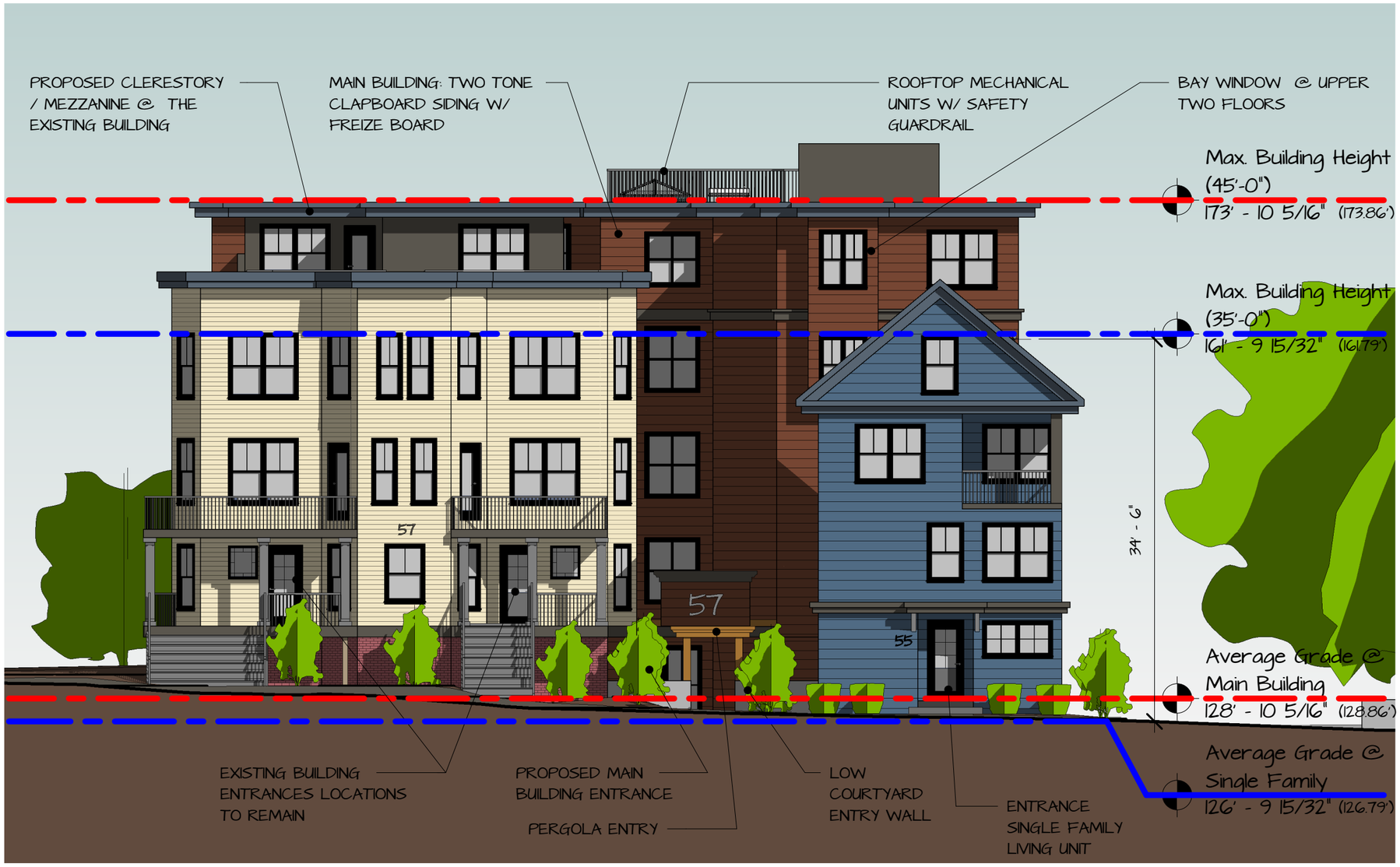
shinberg
CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-1.5

57
St.
Lawrence



St. Lawrence St. Elevation
3/32" = 1'-0"

shinberg
CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

MARK
MUELLER
ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

A-2.0

57 St. Lawrence

ST. LAWRENCE STREET EXTERIOR MATERIAL NOTES:

EXISTING BUILDING:
SIDING: 4" HORIZONTAL CEMENTITIOUS CLAPBOARDS - SW 2833 ROYCROFT VELLUM
TRIM: 6" WIDE CORNER BOARDS, MINIMAL PROFILE AT THE EXISTING BAY WINDOWS
STEPBACK ADDITION: 4" CLAPBOARD TO MATCH THE MAIN FIELD MATERIAL
ROOF: FLAT

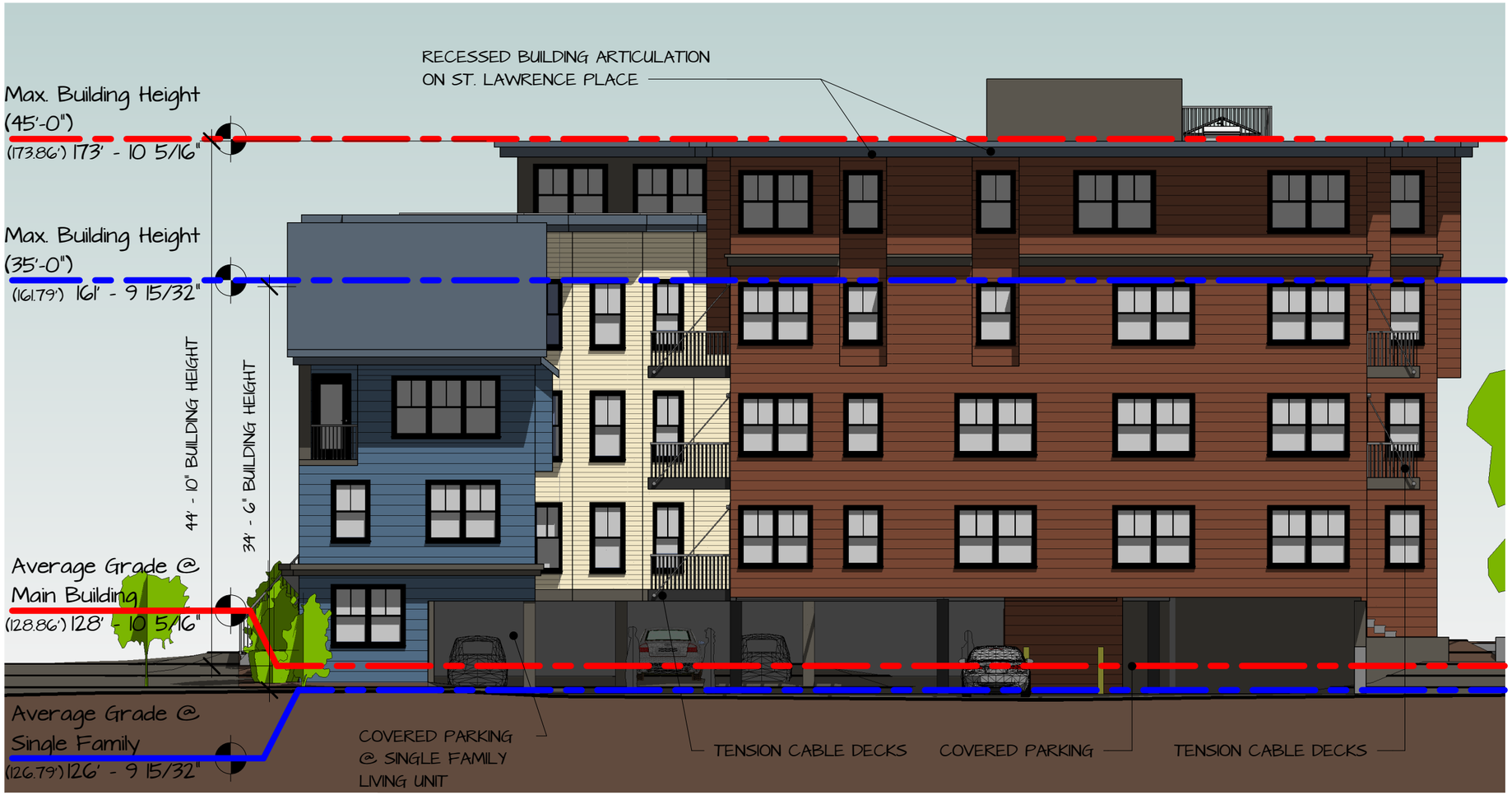
PROPOSED BUILDING:
FIELD SIDING: 8" HORIZONTAL CEMENTITIOUS CLAPBOARD - SW2720 IRONSTONE
UPPER CLERESTORY BAND/ BAY WINDOWS: 12" WIDE VERTICAL BOARD SIDING - SW 2034 HOMESTEAD BROWN
TRIM: PAINTED METAL WOVEN CORNER
ROOF: FLAT

FREESTANDING BUILDING:
SIDING: 8" HORIZONTAL CEMENTITIOUS CLAPBOARD - SW 2272 BAR HARBOR
TRIM: PAINTED METAL WOVEN CORNER
ROOF: ARCHITECTURAL ASPHALT SHINGLE

WINDOWS: FIBERGLASS DOUBLE-HUNG WITH MUNTINS AS SHOWN
DECK DOORS: TO MATCH WINDOWS IN SERIES AND STYLE

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER



St. Lawrence Place Elevation
3/32" = 1'-0"

Final - Resubmitted

Site Plan Review

8/6/19

55-59 St. Lawrence Street
Portland, Maine 04112

A-2.1

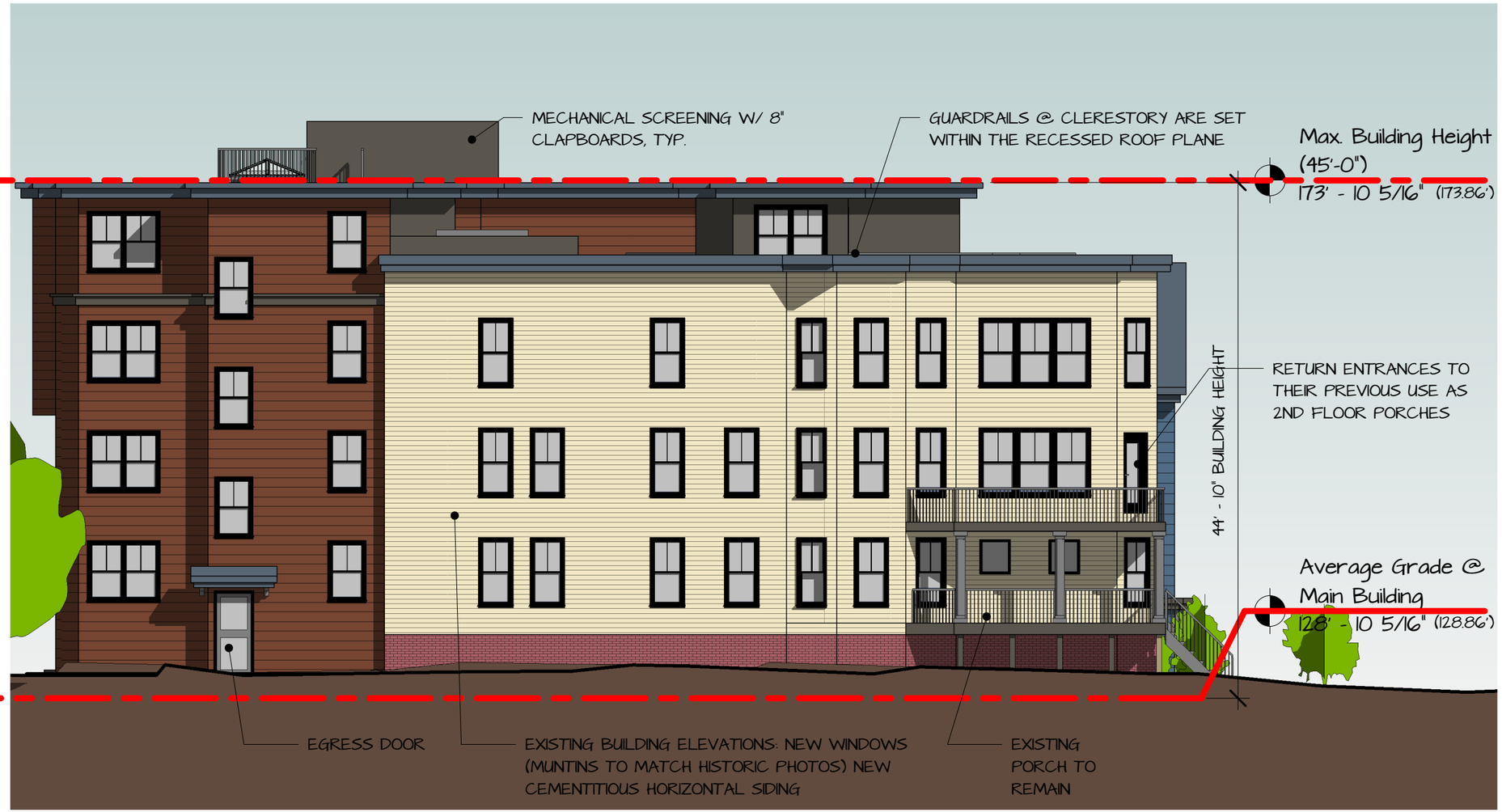
MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

57 St. Lawrence

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER



West Elevation
3/32" = 1'-0"

Final - Resubmitted

Site Plan Review

8/6/19

55-59 St. Lawrence Street
Portland, Maine 04112

A-2.2

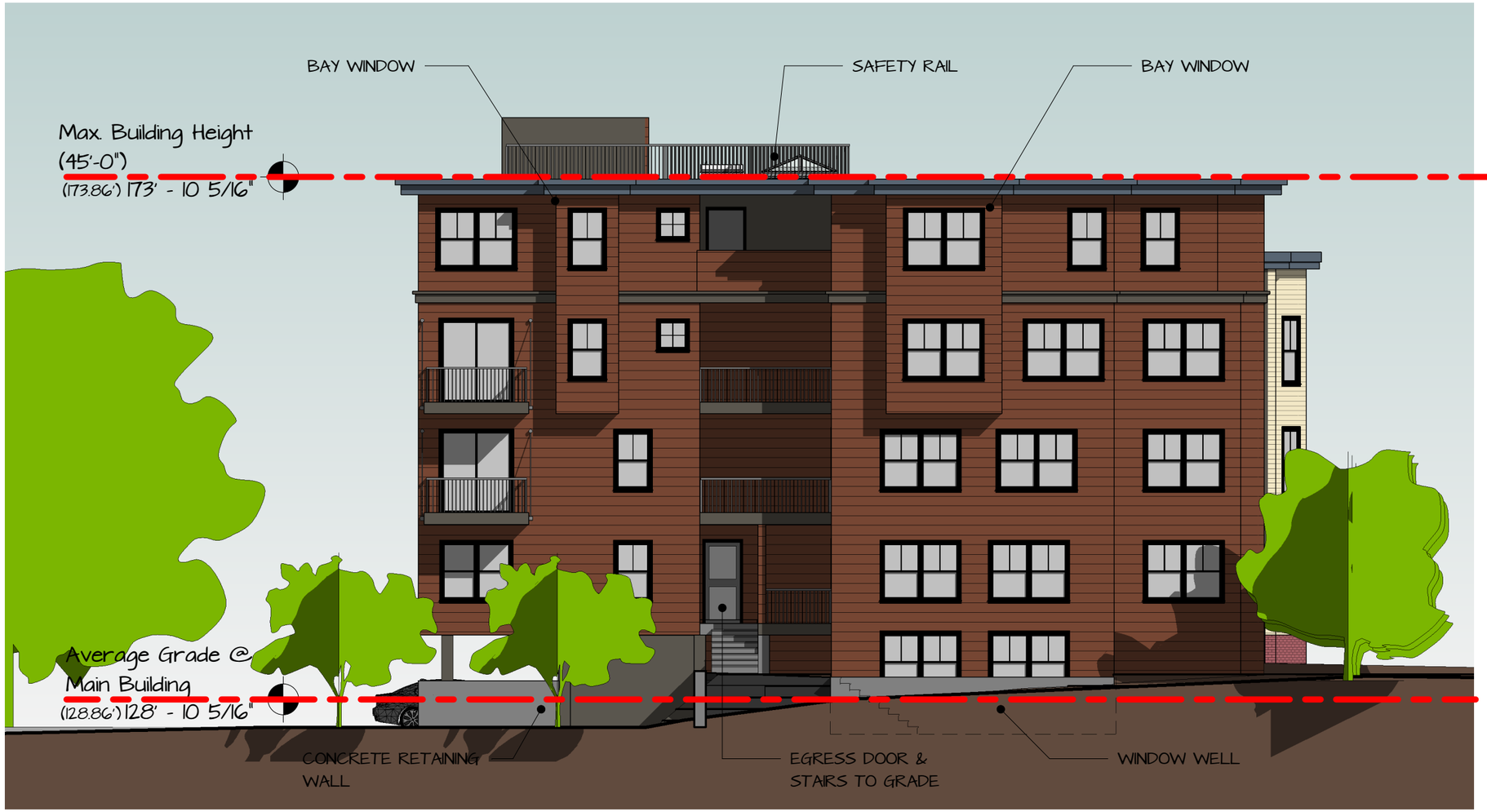
57 St. Lawrence

MECHANICAL NOTES:

1. THE FULL MECHANICAL ROOF TOP SYSTEM SHALL BE DESIGNED AT A LATER PHASE.
2. THE SOUND RATING ROOF TOP UNITS AS SHOWN SHALL NOT EXCEED 55DB AT THE PROPERTY LINES.
3. THE UNITS SHALL NOT EXCEED A HEIGHT OF 5' ABOVE THE ROOF PLANE.
4. THE COVERED GARAGES AT NEW EDITION ARE DEEMED 'OPEN', AND WILL NOT BE MECHANICALLY VENTED THRU THE ROOFS; COVERED PARKING AT EXISTING BUILDING WILL REQUIRE VENTING THROUGH ROOF.

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER



Rear Elevation
3/32" = 1'-0"

55-59 St. Lawrence Street
Portland, Maine 04112

Final - Resubmitted

Site Plan Review

8/6/19

A-2.3

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

57 St. Lawrence

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

St. Lawrence St. Inner Courtyard Elevation

3/32" = 1'-0"

Final - Resubmitted

Site Plan Review

8/6/19

55-59 St. Lawrence Street
Portland, Maine 04112

A-2.4

57 St. Lawrence

shinberg
CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

Inner Courtyard West
Elevation
3/32" = 1'-0"

Final - Resubmitted

Site Plan Review

8/6/19

MARK
MUELLER
ARCHITECTS

100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

55-59 St. Lawrence Street
Portland, Maine 04112

A-2.5

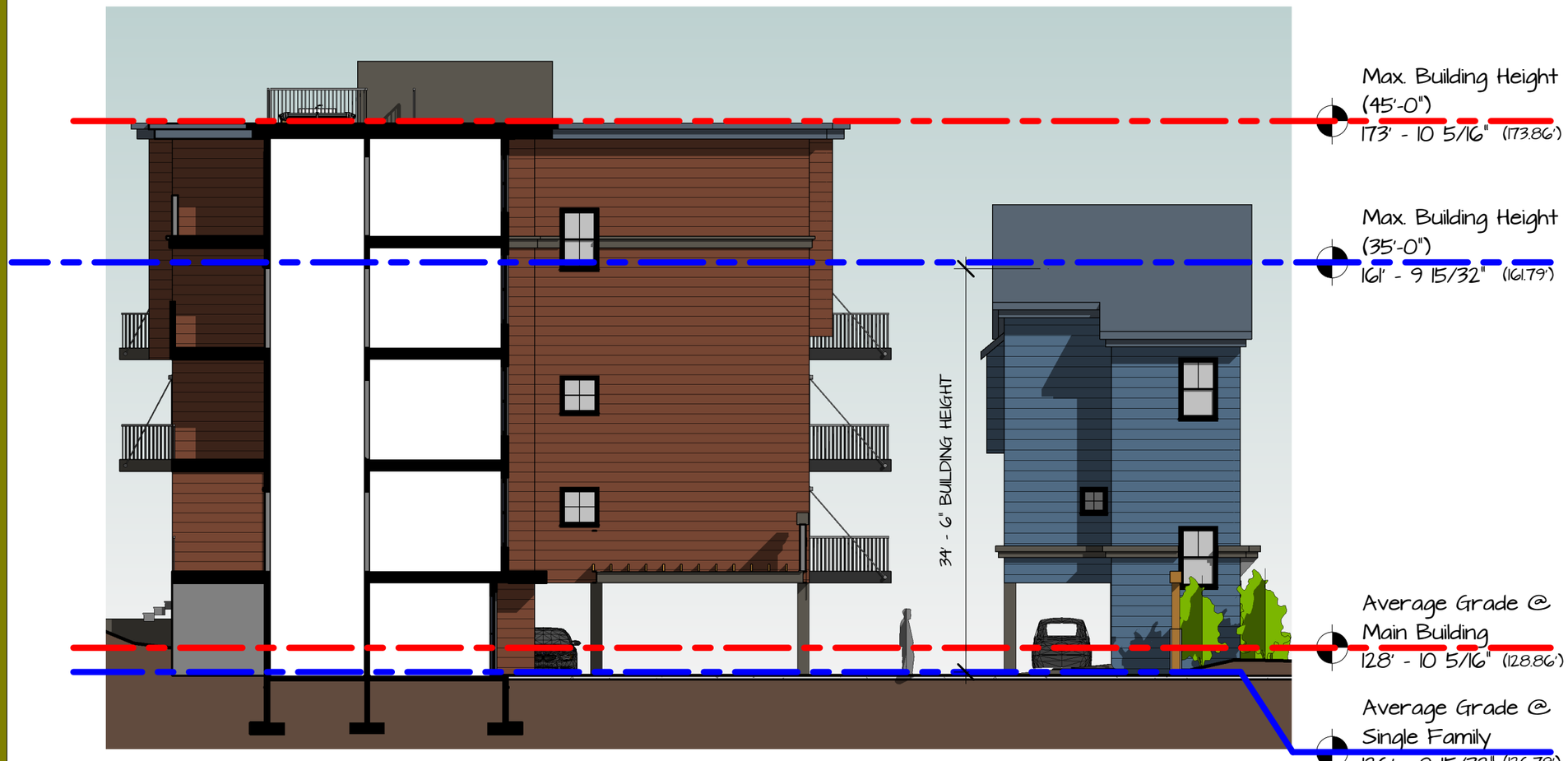
57 St. Lawrence

MARK MUELLER ARCHITECTS

100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER



Inner Courtyard East Elevation
3/32" = 1'-0"

Final - Resubmitted

Site Plan Review

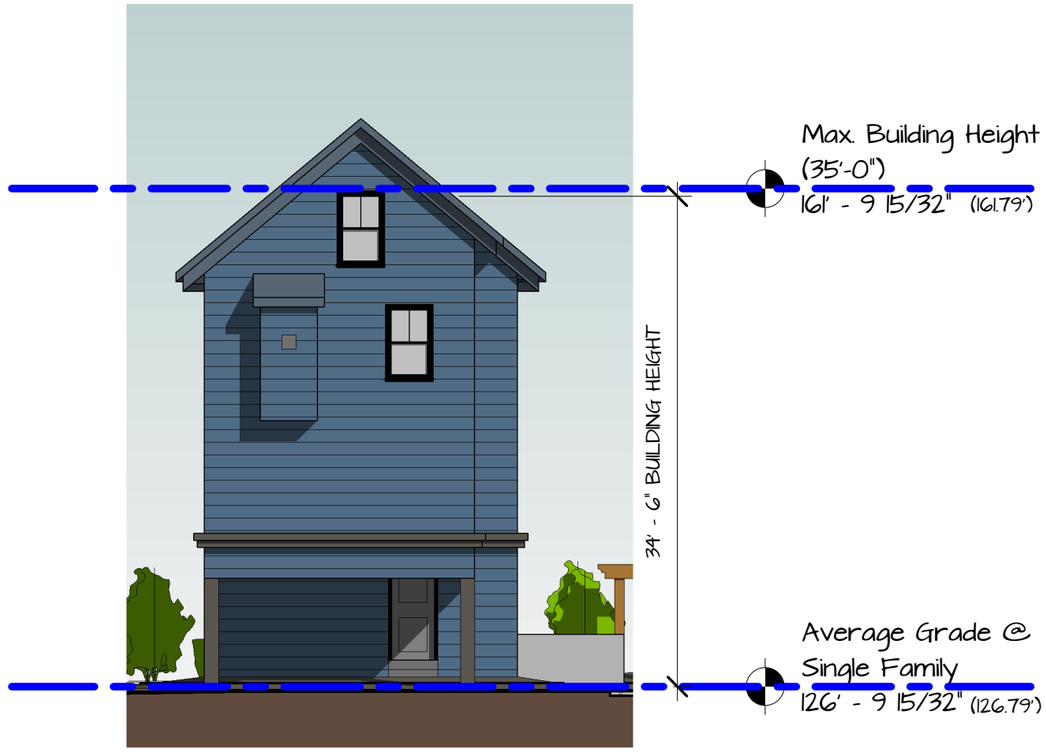
8/6/19

55-59 St. Lawrence Street
Portland, Maine 04112

A-2.6

57 St. Lawrence

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com



Inner Coutyard South Elevation
3/32" = 1'-0"

Final - Resubmitted

Site Plan Review

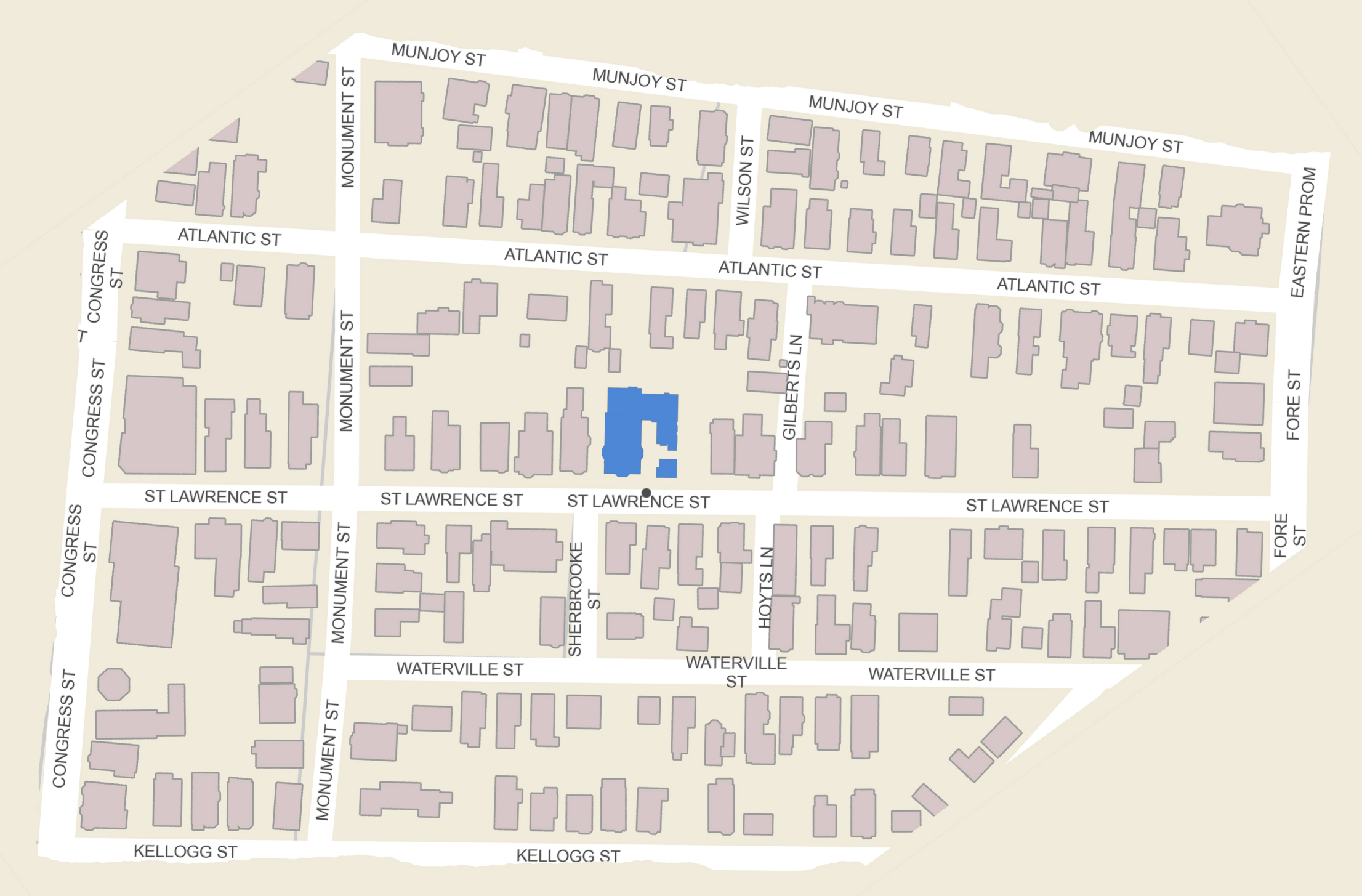
8/6/19

shinberg CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-2.7


MUNJOY ST
MUNJOY ST
MUNJOY ST
MUNJOY ST
MONUMENT ST
WILSON ST
EASTERN PROM
ATLANTIC ST
ATLANTIC ST
ATLANTIC ST
ATLANTIC ST
CONGRESS ST
CONGRESS ST
MONUMENT ST
GILBERTS LN
FORE ST
ST LAWRENCE ST
ST LAWRENCE ST
ST LAWRENCE ST
ST LAWRENCE ST
CONGRESS ST
MONUMENT ST
SHERBROOKE ST
HOYTS LN
FORE ST
WATERVILLE ST
WATERVILLE ST
WATERVILLE ST
CONGRESS ST
MONUMENT ST
KELLOGG ST
KELLOGG ST

57 St. Lawrence

HISTORIC PORCHES TO BE RECREATED FOR SECOND FLOOR UNITS

NEW HOUSE IN EXISTING HISTORICAL LOCATION

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final

Site Plan Review

7/22/19

NS-1.0

57 St. Lawrence

EXISTING ST. LAWRENCE ST. APARTMENTS

EXISTING PARKING LOT AND PRIVATE DRIVE

LOCATION OF NEW BUILDING ADDITION

NEIGHBORING BULDINGS ACROSS ST. LAWRENCE ST.

NEIGHBORING BUILDING MASSING

MARK MUELLER ARCHITECTS

100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final

Site Plan Review

7/22/19

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

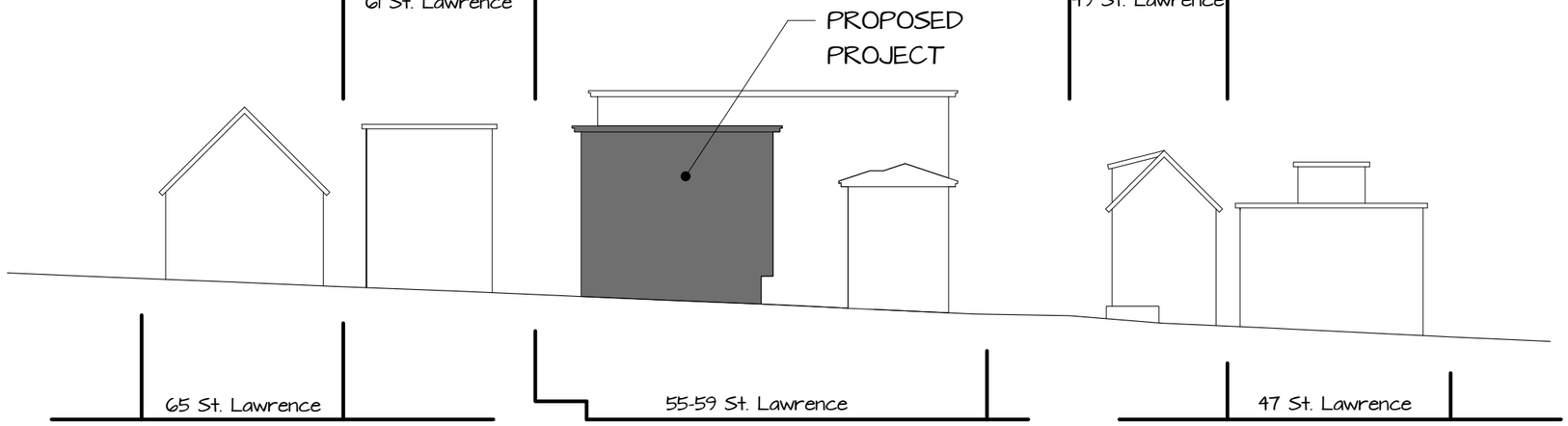
55-59 St. Lawrence Street
Portland, Maine 04112

NS-1.1

57 St. Lawrence

61 St. Lawrence

49 St. Lawrence



NEIGHBORHOOD STREET ELEVATION

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final

Site Plan Review

7/22/19

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

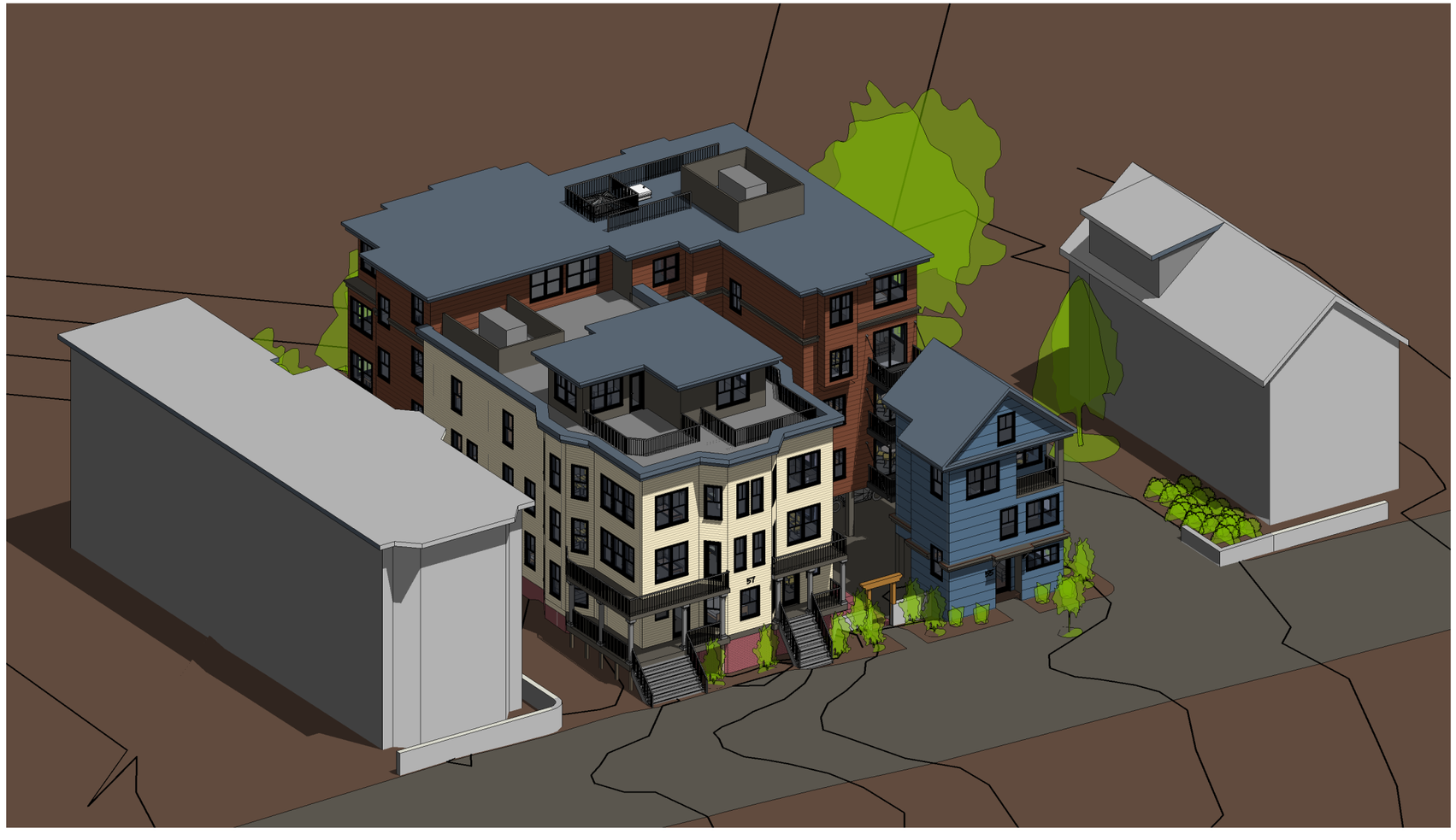
NS-1.2

57
St.
Lawrence

MARK
MUELLER
ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

shinberg
CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER



Final - Resubmitted

Site Plan Review

8/6/19

55-59 St. Lawrence Street
Portland, Maine 04112

A-3.0

57 St. Lawrence

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-3.1

57 St. Lawrence

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

Final - Resubmitted

Site Plan Review

8/6/19

shinberg CONSULTING, LLC

ST. LAWRENCE DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-3.2

57 St. Lawrence

MARK MUELLER ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com

shinberg CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

Final - Resubmitted

Site Plan Review

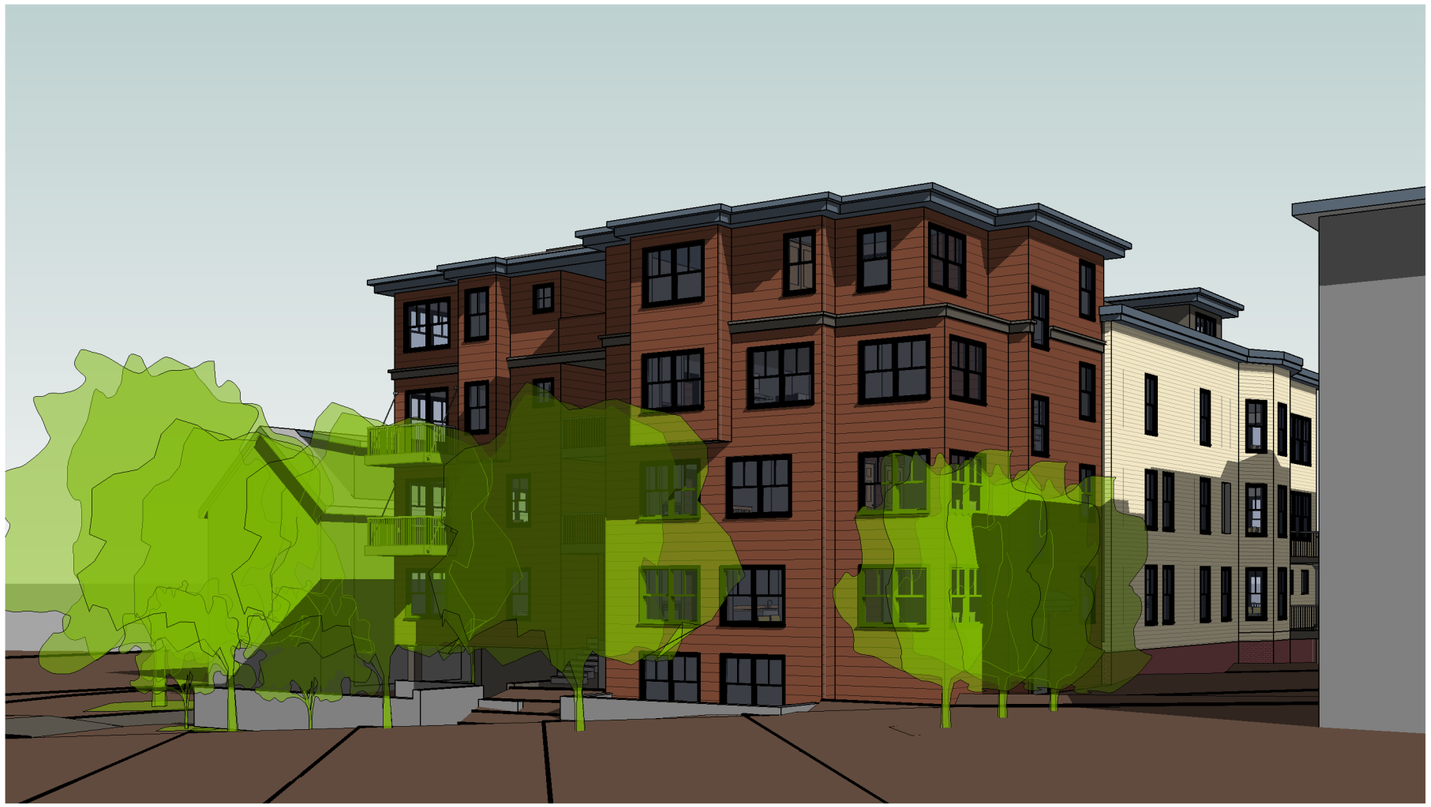
8/6/19

55-59 St. Lawrence Street
Portland, Maine 04112

A-3.3

57
St.
Lawrence

MARK
MUELLER
ARCHITECTS
100 Commercial Street
Suite 205
Portland, Maine 04101
Phon: 207.774.9057
email:
rfi@muellerarchitects.com



Final - Resubmitted

Site Plan Review

8/6/19

shinberg
CONSULTING, LLC

ST. LAWRENCE
DEVELOPMENT, LLC
OWNER

55-59 St. Lawrence Street
Portland, Maine 04112

A-3.4

181 State Street, PO Box 4424, Portland, Maine 04101
(207) 772-7070 Office | info@shinbergconsulting.com

Property Location: 57-59 St. Lawrence St.

Subject: Level III Site Plan Application

General Application Documents: Construction Management Plan

Shinberg Consulting has provided Owners Representative services to private and public entities since 2004. This has also included Construction Management on many projects.

Some of the notable projects that Shinberg Consulting has provided Construction Management for include:

- 50 Portland Pier
- 154 Clark St. for Shalom House
- Randall Place for The Opportunity Alliance
- 959 Congress St.
- 84 Marginal Way
- 68 Marginal Way
- 643 Congress St.
- 202 Kennebec St.
- 645 Congress St.
- 191 Pine St.
- 202 Kennebec St.
- 100 Foden Road (South Portland)
- Five Points Shopping Center (Biddeford)

Construction Management Document

1) The general contractor will be required to install a construction fence around the perimeter of the areas affected within the lot. Signage will be affixed to the fencing to assure that all safety measures are met.

2) Dig Safe will be contacted prior to any work commencing on the site.

3) Temporary erosion control measures will be installed prior to construction as per the notations on the plans by DM Roma Consulting Engineers.

4) Temporary erosion control measures will be installed in the catch basin in front of the building as per the notations on the plans by DM Roma Consulting Engineers.

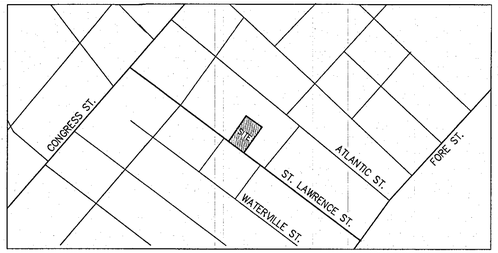
5) Any other site-related temporary measures as noted on the plans by DM Roma Consulting Engineers will be implemented.

6) It will be necessary to temporarily close the sidewalk from St. Lawrence Place to the Southeast corner of the property to a location across from Sherbrooke St. This will require signage and directions. It is anticipated that this sidewalk closure will last 3-4 months.

7) Temporary street closings will be required to install the underground power, sewer, water and gas.

8) Existing overhead wires will be covered by CMP.

9) All work will be performed during the hours of operation outlined in the city of Portland's guidelines.



CONTEXT MAP
N.T.S.

NOTES

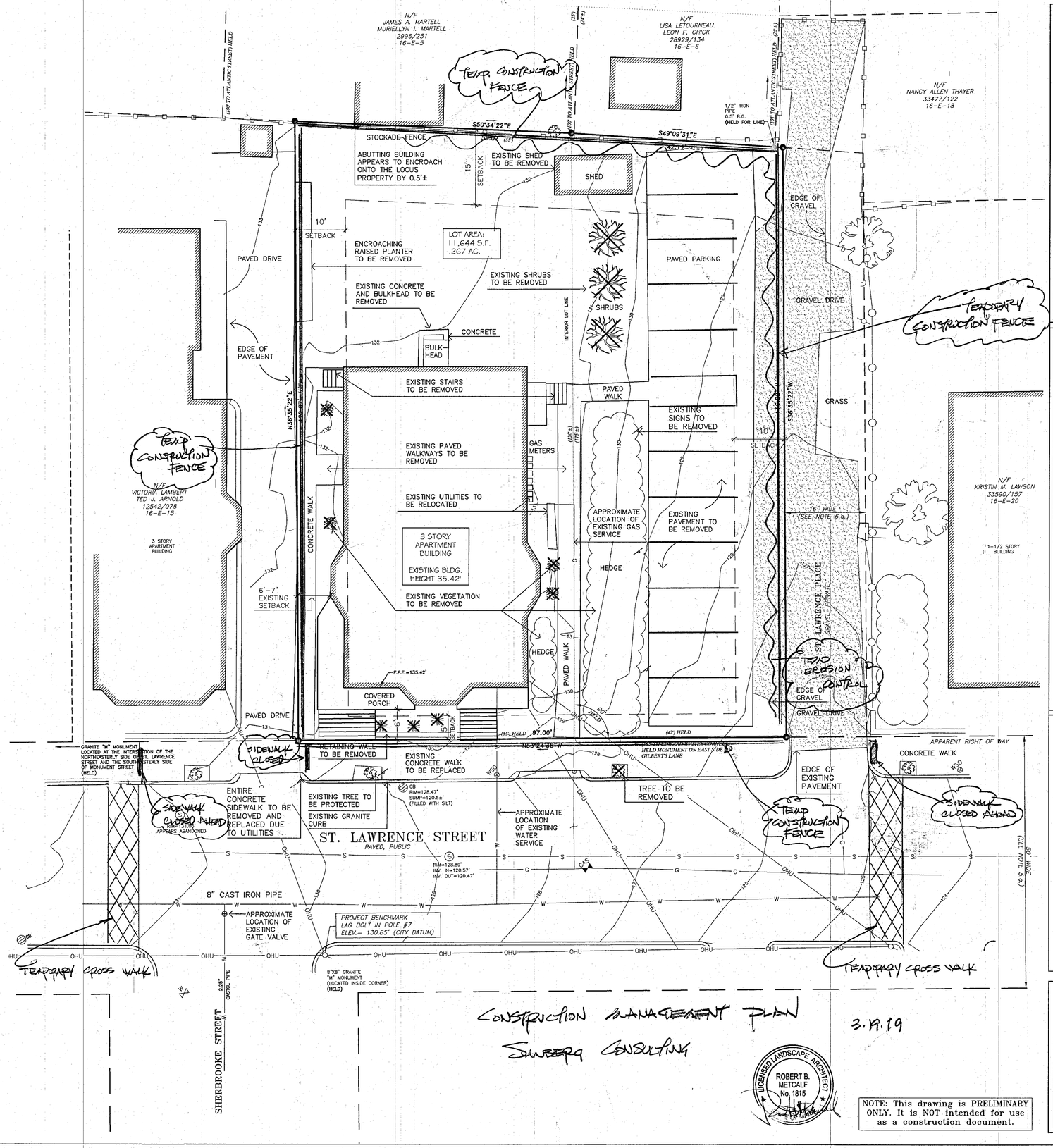
1. SURVEY PREPARED BY NORTHEAST CIVIL SOLUTIONS, INC. DATED DECEMBER 04, 2018

PLAN RERENCES

1. RECORD OWNERS OF THE PARCEL SURVEYED ARE: 57 ST. LAWRENCE STREET, LLC AS DESCRIBED IN BOOK 32689, PAGE 166 (1/2 INTEREST) AND HIRAM COTTAGE PROPERTIES, LLC AS DESRIBED IN BOOK 32341, PAGE 090 (1/2 INTEREST), RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
2. THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 16, BLOCK E, PARCELS 16 AND 19.
3. THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON MAINE COORDINATE SYSTEM OF 1983, WEST ZONE, GRID NORTH.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
   WORKING DRAWINGS FROM PORTLAND CITY ENGINEERING DEPARTMENT SHOWING STREET LINES FOR ST. LAWRENCE STREET, ATLANTIC STREET, FORE STREET AND MONUMENT STREET.
5. THE WIDTH OF ST. LAWRENCE STREET IS 50' BASED ON STREET LINE PLANS ON FILE WITH THE CITY OF PORTLAND ENGINEERING DEPARTMENT. THE LAYOUT OF THE RIGHT-OF-WAY LIMITS IS BASED ON THOSE PLANS AND STREET MONUMENTS FOUND.
6. REFERENCE IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:
   THE LOCUS PARCEL HAS RIGHTS, IN COMMON WITH OTHERS, TO THE 16' WIDE PASSAGEWAY (ST. LAWRENCE PLACE, SO-CALLED) ADJOINING THE SOUTHEASTERLY LINE OF THE LOCUS PARCEL AS DESCRIBED IN BOOK 244, PAGE 359.
7. AS OF THE ORIGINAL DATE OF THIS PLAN, THE PARCEL SURVEYED IS LOCATED IN THE R-6 RESIDENTIAL ZONE.
   OTHER MUNICIPAL AND STATE OVERLAY ZONES MAY EXIST AND APPLY. BEFORE PROCEEDING ON ANY PROJECT WE RECOMMEND VERIFYING CURRENT ZONE AND ALL APPLICABLE SETBACKS AND RESTRICTIONS WITH THE APPROPRIATE AGENCIES.
8. ELEVATIONS AND CONTOURS ARE BASED ON PORTLAND CITY DATUM USING THE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF MOODY STREET AND THE NORTHEASTERLY SIDELINE OF MUNJOY STREET, ELEVATION 131.16' CITY DATUM. SEE PLAN FOR TBM DESCRIPTION.
9. THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

LEGEND

	EXISTING
PROPERTY LINE	
SETBACK	
RIGHT-OF-WAY	
EASEMENT	
VEGETATION	
SPOT ELEVATION	X 132
CONTOUR	132
FENCE	
UTILITY	
UTILITY POLE	
CAPPED IRON ROD	
MANHOLE	
VALVE	
WATER SHUT OFF	WSO
SEWER	S
CATCH BASIN	
OVERHEAD WIRES	OHU
SIGN	
CURB	
GRAVEL SURFACE	



CONSTRUCTION MANAGEMENT PLAN
SHINBERG CONSULTING
3.19.19

LICENSED LANDSCAPE ARCHITECT
ROBERT B. METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates
LANDSCAPE ARCHITECTS
The Staples School, 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2660

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd.
Windham, ME 04062
207-310-0506

55-57 ST. LAWRENCE ST.

57 SAINT LAWRENCE ST. Portland, Maine

Date: FEBRUARY 13, 2019

Issued For: PERMITTING

Revisions:

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

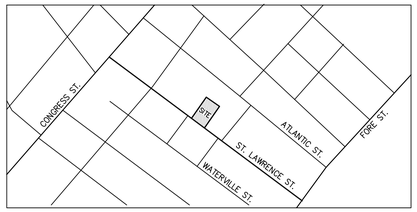
Title: EXISTING CONDITIONS & DEMOLITION PLAN

Scale: 1"=10'

0 5 10 20 ft.

North:

Sheet No.: L1



CONTEXT MAP
N.T.S.

DWELLING UNIT TABLE

UNIT TABULATIONS:

FIRST FLOOR				
UNIT 101	2BR	1BA	1,023	SF
UNIT 102	1BR	1BA	665	SF
UNIT 103**	1BR	1BA	610	SF
UNIT 104	3BR	2BA	1,229	SF
UNIT 105	1BR	1BA	628	SF
SECOND FLOOR				
UNIT 201	2BR	1BA	1,163	SF
UNIT 202	2BR	1BA	1,149	SF
UNIT 203 *	2BR	1BA	704	SF
UNIT 204	2BR	1.5BA	936	SF
UNIT 205	1BR	1BA	628	SF

THIRD FLOOR				
UNTI 301	2BR	1BA	1,442	SF
UNIT 302	2BR	1BA	1,247	SF
UNIT 303	3BR	2BA	1,447	SF
UNIT 304	2BR	2.5BA	1,038	SF
UNIT 305	2BR	2BA	1,191	SF
SINGLE FAMILY				
UNIT 55	1BR	1.5BA	905	SF

NOTES INCLUSIONARY UNIT *
NOTES WORKFORCE HOUSING **
AVERAGE UNIT SIZE: 1007 SF
ALL EXISTING RENOVATED UNITS ARE INCREASED IN SIZE.
ALL UNIT AREAS ARE BASED ON BOMA STANDARDS.
OWNER TO PAY FEE IN LIEU OF CONSTRUCTING 2ND INCLUSIONARY UNIT.

PLAN REFERENCES

1. RECORD OWNERS OF THE PARCEL SURVEYED ARE: ST. LAWRENCE STREET DEVELOPMENT, LLC AS DESCRIBED IN BOOK 32689, PAGE 166 (1/2 INTEREST) AND HIRAM COTTAGE PROPERTIES, LLC AS DESCRIBED IN BOOK 32341, PAGE 090 (1/2 INTEREST), RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
2. THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 16, BLOCK E, PARCELS 16 AND 19.
3. THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON MAINE COORDINATE SYSTEM OF 1983, WEST ZONE, GRID NORTH.
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
   WORKING DRAWINGS FROM PORTLAND CITY ENGINEERING DEPARTMENT SHOWING STREET LINES FOR ST. LAWRENCE STREET, ATLANTIC STREET, FORE STREET AND MONUMENT STREET.
5. THE WIDTH OF ST. LAWRENCE STREET IS 50' BASED ON STREET LINE PLANS ON FILE WITH THE CITY OF PORTLAND ENGINEERING DEPARTMENT. THE LAYOUT OF THE RIGHT-OF-WAY LIMITS IS BASED ON THOSE PLANS AND STREET MONUMENTS FOUND.
6. REFERENCE IS MADE TO THE FOLLOWING EASEMENTS OF RECORD:
   A. THE LOCUS PARCEL HAS RIGHTS, IN COMMON WITH OTHERS, TO THE 16' WIDE PASSAGEWAY (ST. LAWRENCE PLACE, SO-CALLED) ADJOINING THE SOUTHEASTERLY LINE OF THE LOCUS PARCEL AS DESCRIBED IN BOOK 244, PAGE 359.
7. AS OF THE ORIGINAL DATE OF THIS PLAN, THE PARCEL SURVEYED IS LOCATED IN THE R-6 RESIDENTIAL ZONE. OTHER MUNICIPAL AND STATE OVERLAY ZONES MAY EXIST AND APPLY. BEFORE PROCEEDING ON ANY PROJECT WE RECOMMEND VERIFYING CURRENT ZONE AND ALL APPLICABLE SETBACKS AND RESTRICTIONS WITH THE APPROPRIATE AGENCIES.
8. ELEVATIONS AND CONTOURS ARE BASED ON PORTLAND CITY DATUM USING THE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF MOODY STREET AND THE NORTHEASTERLY SIDELINE OF MUNJOY STREET, ELEVATION 131.16' CITY DATUM. SEE PLAN FOR TBM DESCRIPTION.
9. THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

GENERAL NOTES

1. RECORD OWNER: ST. LAWRENCE STREET DEVELOPMENT, LLC
2. PARCEL DEED REFERENCE: CUMBERLAND COUNTY REGISTER OF DEEDS BOOK 32341, PAGE 090.
3. TAX MAP REFERENCE: CITY OF PORTLAND, MAP – G10NE, LOT 016 E016 AND 016 E019
4. AREA OF PARCEL = 11,644 SQ. FT. 0.267 ACRES
5. ZONING: RESIDENTIAL 6 (R6) AND MUNJOY HILL NEIGHBORHOOD CONSERVATION OVERLAY.
6. PLAN REFERENCE: PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, 57 ST. LAWRENCE ST, PORTLAND, MAINE" PREPARED BY NORTHEAST CIVIL SOLUTIONS, INC. DATED JANUARY 04, 2019
7. SPACE AND BULK REGULATIONS
   (PER CITY OF PORTLAND CODE ORDINANCES SEC. 14-139 AND OVERLAY 14-140.5.a.

	REQUIRED	EXISTING/PROPOSED
MINIMUM LOT SIZE	2,000 SQ. FT.	11,644 SQ. FT.
MINIMUM LOT AREA/DWELLING UNIT	725 SQ. FT.	11,600 SQ. FT. (16 UNITS) 1 WORKFORCE UNIT. 1 INCLUSIONARY UNIT
MAXIMUM LOT COVERAGE	60 %	48 %
MINIMUM LOT WIDTH/FRONTAGE	45 FEET	97 FEET
MAXIMUM BUILDING HEIGHT	45 FEET	45 FEET EXISTING STRUCTURE 35' PROPOSED ADDITION INCLUDING ADDED FLOOR TO EXISTING 45'
MINIMUM SIDE YARD	10 FEET	PROPOSED STANDALONE 28'
MINIMUM REAR YARD	15 FEET	10 FEET (EX. BLDG. 6'5")
MINIMUM FRONT YARD	5 FEET	15 FEET
LANDSCAPED OPEN SPACE	20 %	21.98 %

AVERAGE GRADE EXISTING BUILDING AND PROPOSED ADDITION 128.86 FT PLUS 44.83' EQUALS ELEVATION 173.69'
AVERAGE GRADE FOR PROPOSED STANDALONE BUILDING IS 126.79 FT AS SHOWN ON PLAN, PLUS 34.5' FT BUILDING HEIGHT EQUALS ELEVATION OF 161.29 FT *.
* SEE BUILDING HEIGHT EXHIBIT REV. DATE JUNE 22, 2019.

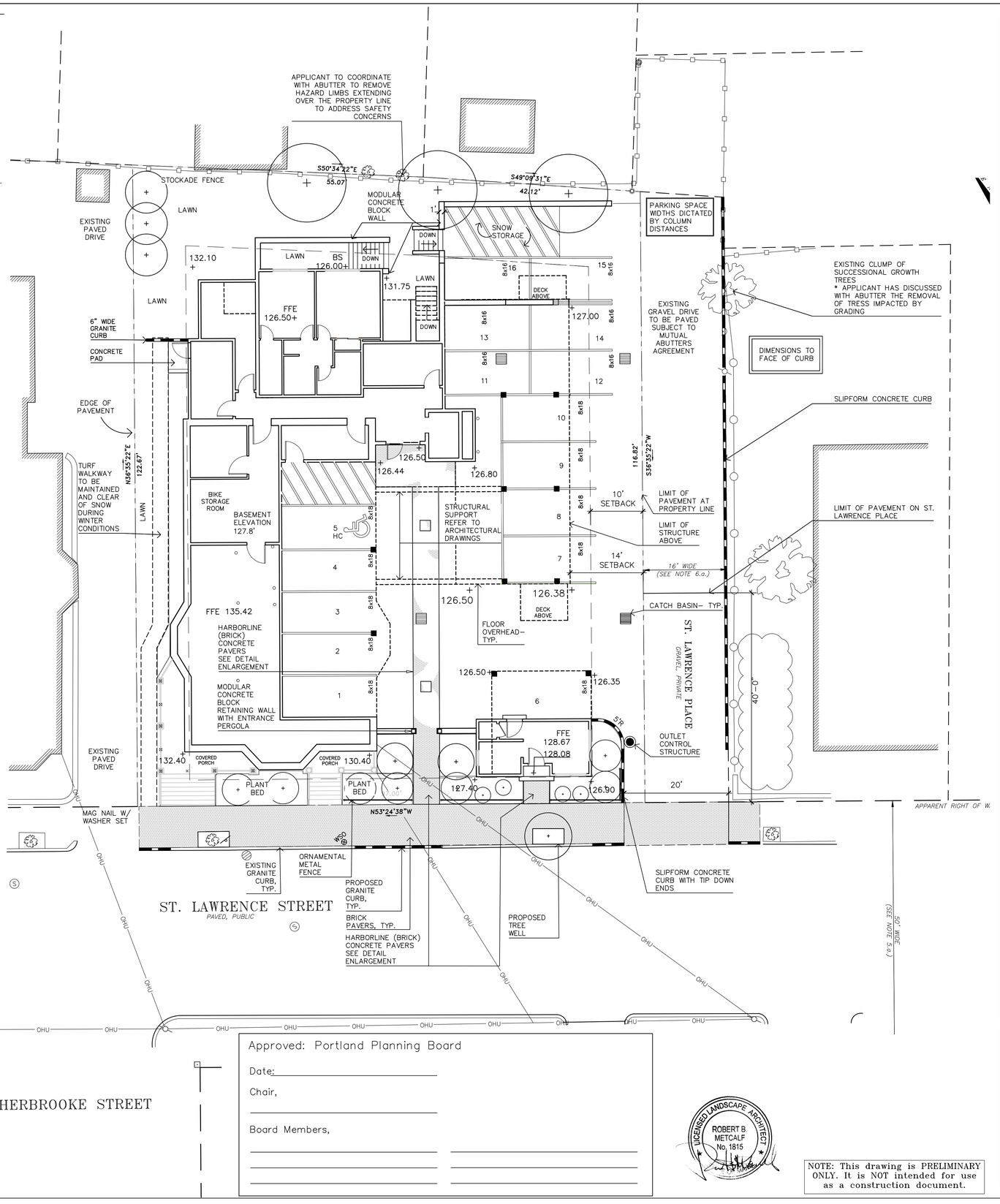
8. PARKING REQUIREMENTS

VEHICLE:	REQUIRED	PROPOSED
EXISTING 7 UNIT BUILDING (1 SPACE/UNIT)	7	16 (6 COMPACT SPACES WHICH ARE TANDEM SPACES)
ADDITION 9 UNITS (1 SPACE/UNIT)	9	–
SINGLE FAMILY (2 SPACES/UNIT)	2	–
	(18)	16*
		10* SPACES 8X18 (1 ADA SPACE) 6 SPACES 8X16 COMPACT SPACES
EXEMPTION FIRST 3 UNITS	15	
BICYCLE: 2 SPACES PER 5 UNITS	7	7

WAIVERS

CONDITIONS OF APPROVAL

CERTIFICATIONS



Approved: Portland Planning Board

Date: _____

Chair, _____

Board Members, _____

LICENSED LANDSCAPE ARCHITECT
ROBERT B. METCALF
No. 1815

NOTE: This drawing is PRELIMINARY ONLY. It is NOT intended for use as a construction document.

Prepared For Owner/Applicant:
ST. LAWRENCE DEVELOPMENT LLC
181 State Street, Suite 303
Portland, ME 04101
207-772-7070

Owner's Rep.:
shinberg CONSULTING, LLC

Prepared By:
Mitchell & Associates LANDSCAPE ARCHITECTS
The Staples School 70 Center Street Portland, Maine 04101
Phone: 207.774.4427 Fax: 207.874.2460

MARK MUELLER ARCHITECTS
100 Commercial St #205
Portland, ME 04101
207-774-9057

DM ROMA CONSULTING ENGINEERS
59 Harvest Hill Rd,
Windham, ME 04062
207-310-0506

55-59 ST. LAWRENCE ST.
57 SAINT LAWRENCE ST. Portland, Maine

Date: JULY 22, 2019

Issued For: PERMITTING

Revisions:
REVISED JULY 30, 2019
PER STAFF COMMENTS

Reproduction or reuse of this document without the expressed written consent of Mitchell & Associates is prohibited.

Title: DRAFT SUBDIVISION PLAT

Scale: 1"=10'
0 5 10 20 FT

North:

Sheet No.: 1 OF 1

PLANNING BOARD REPORT
PORTLAND, MAINE

CONVERSION OF OFFICE SPACE INTO APARTMENTS

73 Deering Street
Level III Subdivision and Site Plan
PL-000703-2019
Jason Vickery, Applicant

Submitted to: Portland Planning Board Public Hearing Date: August 13, 2019	Prepared by: Shukria Wiar, Planner Date: August 9, 2019

I. INTRODUCTION

Jason Vickery is requesting a public hearing for approval of a Level III Site Plan and Subdivision application at 73 Deering Street (corner of Deering and Mellen Streets) to facilitate the development of four new residential units within the existing building. The structure currently includes office space and one dwelling unit on first and second floor of the building, and two dwelling units on the third floor. The applicant proposes to eliminate the office space use and construct four new residential units within the building, yielding a total of seven (7) dwelling units. The bedroom mix would include two efficiency units, four one-bedroom units, and one two-bedroom unit.

Figure 1: Photo of Existing Building

This site was originally part of the Deering Place project located at 510 Cumberland Avenue (Avesta Housing Development Corp). That project, which was approved by the Planning Board on December 13, 2017, includes the renovation and expansion of the existing building located at 510 Cumberland Avenue, the building of a new structure facing Deering Street, and creating a separate lot for the building located on the corner of Deering and Mellen Street. The latter parcel is the subject of this application and Avesta Housing Development Corp is in the process of selling this site to the applicant. A total of seventy-five (75) units were approved as part of the Deering Place project.

As the subject property is located in the R-6 Residential Zone and the Deering Street Historic District, this project will be reviewed by the Historic Preservation staff.

Notices were sent upon receipt of the application and two hundred and fifty-six (256) notices were sent to area residents within 500 feet of the site and the interested party list for the public hearing. A notice also appeared in the August 2nd and 3rd, 2019 editions of the *Portland Press Herald.*

Applicant:	Jason Vickery
Consultants:	--
Applicant Representative:	Eric Wittman of Bild Architecture
Surveyor:	John Schwanda of Owen Haskell, Inc.
Architect:	Eric Wittman of Bild Architecture

Project Review

Review Type	*Applicable Standards*
Site Plan	14-526
Subdivision	14-491

II. PROJECT SUMMERY

Existing Zoning: R-6 Residential Zone and Deering Street Historic District
Existing Use: Office Space and Residential
Proposed Use: Residential
Parcel Size: 5,855 SF
Total Disturbed Area: 0 SF
Building Area
Building Footprint 2,152 SF
Floor Area: 7,384 SF
Residential Use Data:
Existing Residential Units: Three dwelling units (1,687 SF)
Proposed New Residential Units: Four dwelling units (4,442 SF)
Other Use Data:
Existing Office Space: 2,775 SF
Proposed Office Space: 0 SF
Parking Spaces:
Existing: Five parking spaces at the 510 Cumberland Avenue garage
Proposed: Four additional spaces as required per zoning
Bicycle Parking Spaces:
Existing: None
Proposed: Two spaces per unit; Bicycle parking in the basement of the building
Estimated Cost of Project: $600,000

III. PROJECT DESCRIPTION

The property is located in the R-6 Residential zone and within the Deering Street Historic district. The building at 73 Deering Street has three floors with a total floor area of 7,384 square feet. Currently office uses and three residential units occupy the entire building. The applicant is proposing to renovate the interior of the existing building to include total of seven (7) residential apartments.

The proposed reconfiguration of the units would occur within the existing structure. The proposed residential units range in size from 304 to 837 square feet and would include two efficiency units, four one-bedroom units, and one two-bedroom unit. The units would be accessed by the building's existing stairwells. A common central corridor leads to unit entries. There would be minor exterior modifications to the building, and these will be reviewed by the Historic Preservation staff.

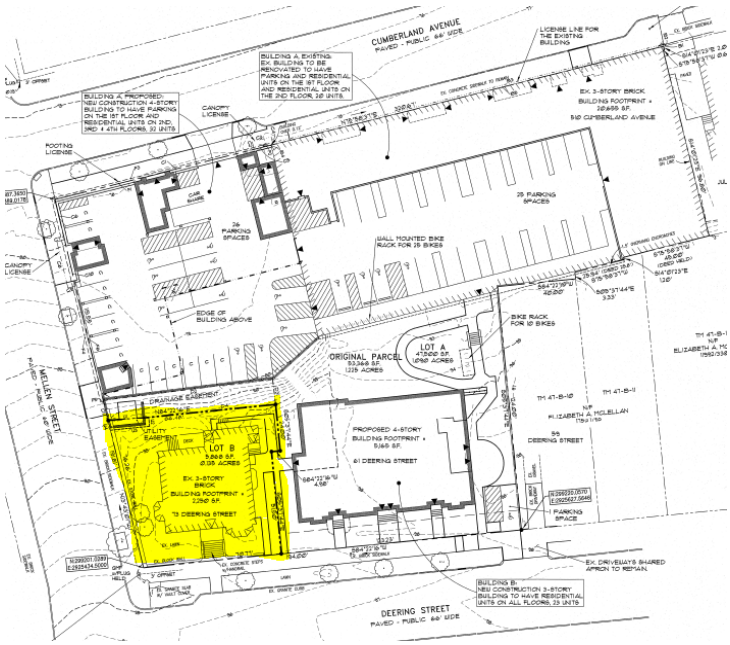


Figure 2: 510 Cumberland Ave Subdivision Plat

IV. PUBLIC COMMENT

As of the writing of this report, no public comments have been submitted. The applicant did not hold a neighborhood meeting as the subdivision yields only four new units; proposed developments that include five or greater units or lots are required to hold a neighborhood meeting.

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

a. The owner of the subject property is Avesta Housing Development Corporation. The applicant has provided a copy of the purchase and sale agreement, which demonstrates their interest in the property.

b. The estimated cost of the development is $600,000. The applicant has submitted letters from Bangor Savings Bank dated May 10, 2019 as demonstration of their financial and technical capacity to complete the proposed development.

VI. ZONING ASSESSMENT

The project was reviewed for zoning compliance, and all requirements of the R-6 zone are being met at this time. The proposed residential building is a permitted use in the zone. This project would provide five new off-street parking spaces as part of 510 Cumberland Avenue, Avesta's development project on the abutting lot.

VII. DEVELOPMENT REVIEW

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

The applicant will need to submit a recording plat for review and approval by the Planning Authority and Corporation Counsel. The final plat will need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry of Deeds within 90 days of a Planning Board decision.

B. SUBDIVISION (Section 14-497)

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

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

There is no site work proposed for the conversion of this building into residential units. Staff finds the proposed project in conformance with this standard.

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

The applicant has not presented a capacity letter from the Portland Water District. The applicant will need to provide a letter from Portland Water District documenting that there is adequate capacity at the location for the proposed development. A condition of approval is recommended to meet this standard.

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

Please see paragraph VIII (C) 1 below.

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

Please see paragraph VIII (C) 3 below.

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

The proposed project will not have an adverse effect on the scenic or natural beauty of the area; thus, this standard is met.

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

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

The central vision of Portland's Plan 2030 is represented by the venn diagram demonstrating the integral interrelation of the community's core belief that Portland is equitable, sustainable, connected, dynamic, authentic and secure. The vision conveys the message of the City's need to balance many competing needs to assure the advance of the vision as a unified concept. In this instance, that the City's goals for job growth and transforming Portland through orderly growth and development be balanced with the needs for connectivity of the street grid, sustainability of infrastructure and the ability to maintain that infrastructure, and security in the sense of public safety.

Portland Housing Goal: Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

Future Strategies: Promote Sustainability

- Encourage energy efficiency in new construction and rehabilitation of Portland's housing stock.
- Encourage rehabilitation of existing historic buildings and materials.

C. SITE PLAN STANDARDS (Section 14-526)

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

1. Transportation Standards

a. Impact on Surrounding Street Systems
b. Access and Circulation
c. Public Transit Access
d. Parking
e. Transportation Demand Management (TDM)

The proposed project is not anticipated to have any significant adverse effect on local or regional traffic. Five off-street parking spaces would be provided for the proposed project at the approved building at 510 Cumberland Avenue. Bicycle parking would be located in a designated room in the basement of the building.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features
b. Landscaping and Landscape Preservation
c. Water Quality, Stormwater Management and Erosion Control

Under the standards of the Land Use ordinance, all subdivisions are required to provide one (1) street tree per lot or unit. The subject application is for an additional four (4) units and must therefore provide four (4) street trees. Whereas the subject site is located in a fully developed urban environment, the developer shall contribute a fee of $400 per tree required into a street tree fund for a total of $1,600.

There is no site work proposed for the conversion of this building into residential units and therefore no stormwater improvements are proposed. However, as part of the 510 Cumberland Avenue development (Avesta project), there is

a drainage easement just to the north of the subject property. The drainage improvements are part of the approved development at 510 Cumberland Avenue (Avesta project).

3. Public Infrastructure and Community Safety Standards

a. Consistency with Master Plans
b. Public Safety and Fire Prevention
c. Availability and Adequate Capacity of Public Utilities

Chief Robert Thompson of the Fire Department has reviewed the project and has no issue with the proposal. The utility capacity letters are in the process of being finalized and will need to be submitted to the Planning Division prior to the issuance of a building permit.

4. Site Design Standards

a. Massing, Ventilation and Wind Impact
b. Shadows
c. Snow and Ice Loading
d. View Corridors
e. Historic Resources
f. Exterior Lighting
g. Noise and Vibration
h. Signage and Wayfinding
i. Zoning Related Design Standards

This building is an existing historic structure and minor exterior modifications are proposed; these will be reviewed by the Historic Preservation staff. The applicant is proposing to utilize the original salvaged, refurbished, and period-appropriate lights on the building where light fixtures used to be. These locations include the front porch entry, the side porch and the back-service entry.

VIII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommend that the Planning Board approve the proposed development.

IX. PROPOSED MOTIONS

A. SUBDIVISION PLAT

On the basis of the application, plans, reports, and other information submitted by the applicant, findings and recommendations contained in application PL-000073-2019 relevant to the Subdivision Ordinance, and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds that the plan [is /is not] in conformance with the subdivision standards of the land use code, subject to the following conditions to be met as noted:

TO BE MET PRIOR TO ISSUANCE OF A BUILDING PERMIT:

1. The Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Department of Public Works and Corporation Counsel; and

2. The recording plat shall be revised noting all waivers and conditions for review and approval by the Planning Authority prior to recording. All waivers shall be recorded within 90 days of the Planning Board approval.

B. LEVEL III SITE PLAN

On the basis of the application, plans, reports, and other information submitted by the applicant, findings and recommendations contained in application PL-000073-2019 relevant to the Site Plan Ordinance, and other

regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds the plan **[is /is not]** in conformance with the site plan standards and all other applicable provisions of the land use code, subject to the following conditions to be met as noted:

TO BE MET PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:

1. The utility capacity letters from Portland Water District and the Department of Public Works will be provided;

2. Due to site constraints, the applicant shall make a contribution of $1,600 to the City's Street Tree Fund for trees in the vicinity of the site; these funds shall be submitted to the Planning Division; and

3. Applicant shall obtain all required Historic Preservation approvals.

X. ATTACHMENTS

Applicant's Submittal- Subdivision and Level III Application

A. Cover Letter
B. Application
   B1. Checklist
C. Purchase and Sale Agreement
D. Financial Capacity Letters
E. Technical Capacity
F. Zoning Analysis Table
G. Transportation
H. Environmental and Landscaping Features
I. Public Infrastructure and Safety
J. Site Design

Site Plans

Plan1 Site Plan
Plan2 Subdivision Plat
Plan3 Existing Floor Plans
Plan4 Basement
Plan5 First Floor
Plan6 Second Floor
Plan7 Third Floor
Plan8 Elevations
Plan9 Elevations2

bild ARCHITECTURE

ingenuity thoughtfulness empathy

June 5, 2019

Barbara Barhydt, Development Review Manager
City of Portland, Planning Division
389 Congress Street, 4th Floor
Portland, Maine 04103

RE: Level III Site Plan Application
7 Unit Residential Development in Historic Building
73 Deering Street
Portland, Maine

Dear Barbara,

On behalf of our client, Jason Vickery, we are pleased to submit this Level III Site Plan Application for the development of seven residential units at 73 Deering Street. We look forward to collaborating with you to help create much needed mid-level, market-rate dwelling units in Portland.

The seven (7) units will be in a Historic Building that originally housed three (3) residential units and approximately 2,000sf office space. Along with renovations needed to add the new units, the building will be sprinklered. The project will also be applying for historic tax credits, so renovations and repairs will be conscious of the requirements set forth by the Maine State Historic Preservation Committee and the National Park Service's Historic Preservation Requirements.

In compiling this application, we have attempted to place the materials supporting our application in the same order as the City's checklist. Please feel free to contact me with any questions or concerns you may have regarding the attached application materials.

Sincerely,

Evan A. Carroll

Evan Carroll, AIA, LEED AP BC+D

bildarchitecture.com • evan@bildarchitecture.com • (207)408-0168
PO Box 8235, Portland, ME 04104 • 30 Danforth Street, Suite 213, Portland, ME 04101

bild ARCHITECTURE

ingenuity thoughtfulness empathy

General Application Documents

Description of Project

The proposed project at 73 Deering Street consists of seven apartments to be rented at market rate. The project will renovate an existing historic brick building in Portland's Parkside neighborhood. Tax credits will be used on this project so the historic look of the exterior and interior will be maintained. Along with keeping the historic exterior, this proposed project will remove the non-conforming grandfathered office use from the R-6 zone.

The 73 Deering Street site is being developed independently from the surrounding Avesta development, but there will be an agreement with Avesta so the parking requirement for the Deering project will be met.

This private, market-rate development targets a market niche significantly lower than many or the apartment units recently constructed in the Portland, Maine area. Jason Vickery has renovated and developed other successful projects in the Portland area and is proud to be providing such a needed product in an urban location that places minimal burden on municipal infrastructure.

Compliance with Zoning

Purpose:

The purpose of the R-6 is to "set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households;" and the 73 Deering Street project proposes to provide dwellings at a density of (7) units per 0.135 acres or 51 units per acre.

Permitted Uses:

A multifamily dwelling is permitted in the R-6 zone, no below-grade dwelling units are proposed. The project proposes (5) parking spaces, (4) are required.

Dimensional Requirements:

The proposed 73 Deering Street project conforms to all dimensional standards as outlined below:

	Requirement	Proposed
Min. lot size	2,000sf	5,855.6sf
Min. lot area/dwelling unit	725sf (8 units allowed on 5,855sf)	836.5sf 7 units proposed
Min. street frontage	20ft	70.8 ft (Existing)
Min. front yard setback	5ft (or average of adjacent yards)	10.6 (Existing)

bildarchitecture.com • evan@bildarchitecture.com • (207)408-0168
PO Box 8235, Portland, ME 04104 • 30 Danforth Street, Suite 213, Portland, ME 04101

	(adjacent yards are both 0ft)	
Min. rear yard setback	10ft	10.2 (Existing)
Min. side yard setback	10ft	5.7 (Existing)
Structural stepbacks	Apply over 35ft	Existing
Max. lot coverage	60%	39% (2,250sf)
Min. lot width	20ft	70.8 ft
Max. structure height	45ft	43ft (Existing)
Min. landscaped open space	20%	56%
Max. garage opening	2	0ft (0%)

Waiver Requests

No waivers have been requested at this time.

CITY OF PORTLAND
Planning & Urban Development Department

LEVEL II and LEVEL III SITE PLAN
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 TABLE AND WAIVER TABLE AS NOTED BELOW **

GENERAL APPLICATION DOCUMENTS		
Yes ☑	NA ☐	**Project Description** • Cover Letter with detailed project description
Yes ☑	NA ☐	**Completed Checklist – Level I: Site Alteration** (this document)
Yes ☑	NA ☐	**Right, Title and Interest** • Deeds, leases, or purchase and sales agreements
Yes ☐	NA ☑	**Evidence of State or Federal Approvals** • Permits or letters of non-jurisdiction, if applicable
Yes ☑	NA ☐	**Zoning Assessment** • Table listing required and proposed uses and dimensional standards Zoning Assessment Table
Yes ☐	NA ☑	**Existing and/or Proposed Easements or Covenants, 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

LEVEL II AND LEVEL III SITE PLAN
STANDARDS AND SUBMISSION CHECKLIST

Provide assessment of compliance with standards and include supplemental documentation, as applicable
Please Submit each document as a separate PDF file

TRANSPORTATION

Yes	NA	
☐	☑	**Transportation Analysis- Traffic Impact (14-526 (a) 1)** • Provisions for pedestrian, bicycle, vehicle, and loading circulation and incremental volume of traffic impacts • Traffic Impact Study (Technical Manual, Section 1) if applicable
☑	☐	**Access and Circulation (14-526 (a) 2 a)** • Access and internal circulation, addressing ADA access • Access and egress impacts on traffic flows • Description and use of drive-up features, if applicable
☐	☑	**Loading and Servicing (14-526 (a) 2 b)** • Loading and servicing needs, route and travel way geometrics for deliveries • Turning templates for delivery vehicles, if applicable
☐	☑	**Sidewalks (14-526 (a) 2 c)** • Sidewalks and condition along street frontages and internal walkways • Engineered details for ADA ramps and public sidewalk details meeting sidewalk materials policy and ADA ramp construction details as applicable (Technical Manual, Section 1)
☑	☐	**Public Transit (14-526 (a) 3), if applicable** • Existing available transit services • Proposed site plan design details, such as easement, pad base, and shelter
☑	☐	**Off-Street Parking: Vehicle & Motorcycle/Scooter) (14-526 (a) 4 a and c)** • Expected parking demand, proposed parking supply, ADA parking, and applicable Zoning Requirements • Address Technical Manual standards (Section 1) for curb cut separation and parking lot layout and locate on site plan
☑	☐	**Bicycle Parking (14-526 (a) 4 b)** • Address bicycle parking requirements and identify locations on-site • Construction details for bike racks (Technical Manual, Section 1)
☑	☐	**Snow Storage (14-526 (a) 4 d)** • Management plan for snow removal and locate snow storage areas on plan
☐	☑	**Traffic Demand Management (TDM) (14-526 (a) 5), if applicable** • Develop TDM with Trip Reduction Targets and Strategies

ENVIRONMENTAL AND LANDSCAPE FEATURES	
Yes ☐ NA ☑	**Preservation of Significant Natural Features (14-526 (b) 1), if applicable** • Trees, plants, habitats listed on State or Federal list of endangered or threatened • High and moderate value waterfowl and wading habitat • Aquifers on Casco Bay Islands • Waterbodies (including wetlands, watercourses, significant vernal pools and floodplains) • Proposed preservation areas and protection measures • Documentation from environmental consultants, determinations from applicable state agencies
Yes ☑ NA ☐	**Landscaping and Landscape Preservation (14-526 (b) 2 a)** • Preservation of trees and preservation within required zoning setbacks (Technical Manual, Section 4) • Protection measures of existing vegetation during construction • Protection measures within Shoreland Zone, if applicable
Yes ☐ NA ☑	**Site Landscaping (14-526 (b) 2 b)** • Screening and buffering of service areas and between non-residential and residential uses • Planting plans with plant schedule and sizes (Technical Manual, Section 4)
Yes ☐ NA ☑	**Parking Lot Landscaping (14-526 (b) 2 b ii), if applicable** • Landscaped islands within parking areas (Technical Manual, Section 4)
Yes ☐ NA ☑	**Street Trees (14-526 (b) 2 b iii)** • Existing Heritage or Feature Trees on site and measures to preserve • Identify street trees on the plan meeting the site plan and Technical Manual standards (Section 4) or identify alternative measures, if applicable
ENVIRONMENTAL AND STORMWATER	
Yes ☐ NA ☑	**Water Quality, Stormwater Management and Erosion Control (14-526 (b)3 a)** • Stormwater report in compliance with Section 5 of Technical Manual and DEP Chapter 500 stormwater for basic, general and flooding standards, as applicable • Erosion control plan and measures • Evidence of compliance with Urban Impaired Stream Standards pursuant to DEP Chapter 500 stormwater, as applicable • Subsurface sanitary sewage disposal and groundwater protection

PUBLIC INFRASTRUCTURE AND SAFETY	
Yes ☑ NA ☐	**Consistency with City Master Plans (14-526 (c) 1)** • Identify consistency with master plans • Proposed easements, rights and improvements to connect or continue off-premises public infrastructure, as applicable
Yes ☑ NA ☐	**Public Safety and Fire Prevention (14-526 (c))** • Address Crime Prevention through Environmental Design (CPTED) (Technical Manual, Section 3) • Emergency vehicle access • Address consistency with public safety standards (Technical Manual, Section 3) • Submit a code summary referring NFPA 1 and all Fire Department standards (Technical Manual, Section 3) – Fire Checklist
Yes ☐ NA ☑	**Availability and Adequacy of Public Utilities (14-526 (c) 3) (Technical Manual, Sections 2 & 9)** • Electrical services, including providing underground services • Identify existing and proposed connections for public utilities and required public utility upgrades • Sewer line connections are required, if there is a main within 200 feet • Proposed solid waste management facilities on-site and management for the site • Written evidence of the ability to serve from utility companies, as applicable
SITE DESIGN	
Yes ☐ NA ☑	**Massing, Ventilations and Wind Impact (14-526 (d) 1)** • Wind and ventilation impacts on adjoining structures and/or adjacent public spaces. Wind study, if applicable • Bulk, location or height impacts on adjoining structures • Identify and locate HVAC equipment and venting away from public spaces and residential properties • Identify screening and manufacturing specifications for noise, if applicable
Yes ☐ NA ☑	**Shadows (14-526 (d) 2), if applicable** • Shadow analysis of impacts on publicly accessible open space (Technical Manual, Section 11)
Yes ☐ NA ☑	**Snow and Ice Loading (14-526 (d) 3)** • Building design to prevent snow and ice from loading or falling onto adjacent properties or public ways
Yes ☐ NA ☑	**View Corridors (14-526 (d) 4), if applicable** • Protection of designated view corridors (Portland Design Manual, Appen. 1)

Yes ☑ NA ☐	**Historic Resources (14-526 (d) 5), if applicable** • Identify developments within Historic Districts or affecting Designated Landmarks • Certificate of Appropriateness or other evidence • Identify Developments within 100 feet of Historic Districts or affecting Designated Landmarks. Advisory HP review may be required • Address preservation and documentation of Archaeological Resources
Yes ☑ NA ☐	**Exterior Lighting (14-526 (d) 6)** • Cut sheets of on-site light fixtures and any architectural or specialty lights (Technical Manual, Section 12) • Engineered details for any lights proposed in street right-of-way (Technical Manual, Section 10)
Yes ☐ NA ☑	**Noise and Vibration (14-526 (d) 7)** • Evidence of noise levels for equipment, such as equipment specifications, to demonstrate consistency with zoning requirements
Yes ☐ NA ☑	**Signage and Wayfinding (14-526 (d) 8), if applicable** • Signage plan showing the location, dimensions, height and setback of all existing and proposed signs. Signs in Historic Districts are reviewed by Historic Preservation staff • Proposed commercial and directional signage on site
Yes ☑ NA ☐	**Zone Related Design Standards (14-526 (d) 5)** • Address Historic Preservation Design Review, if applicable • Address any applicable design review standards by zone • Address submission requirements from Design Manual, page 1, addressing neighborhood context • Description of exterior materials, color, finish, and samples
Construction Management Plan	
Yes ☑ NA ☐	**Construction Management Plan** • Construction Management Document and Plan

LEVEL II AND LEVEL III SITE PLAN
DRAWINGS CHECKLIST

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

RECENT BOUNDARY SURVEY (stamped by Maine Licensed Surveyor)

- [ ] Must be in compliance with Technical Manual, Section 13

SITE PLAN(s) (stamped by Maine Licensed Engineer) including:

Existing Conditions Shown on existing Plot Plan

- [x] Approximate location of structures on abutting property
- [x] Topography
- [ ] Locate water courses
- [ ] Delineate wetlands
- [x] Zone lines

Proposed Site Plan Site will stay the same as shown on existing plot plan

- [x] Ground floor area, and grade elevations for all buildings

Access, Circulation, and Parking Site will stay the same as shown on existing plot plan

- [x] Streets and intersections adjacent to site, any proposed geometric modifications
- [x] Location, dimensions and materials of all existing and proposed driveways, vehicle, bicycle, & pedestrian access ways with corresponding curb lines
- [ ] Engineered specifications/ cross-sections for proposed driveways, sidewalks & paved areas
- [ ] Location and dimensions of proposed loading areas
- [ ] Existing and proposed transit infrastructure with dimensions/ engineering specifications
- [x] Location of vehicle and bicycle parking with dimensions and engineering specifications

Site Considerations Site will stay the same as shown on existing plot plan

- [x] Identify snow storage areas
- [x] Location of fire hydrants
- [x] Location of solid waste management facilities

UTILITY PLAN including: Intention is to show sprinkler/water connection only

- [x] Existing utilities on site and within public streets
- [x] Location, sizing and directional flows of all existing and proposed utilities
- [x] Location and dimensions of off-premises public or publicly accessible infrastructure adjacent to site
- [x] Electric utility infrastructure

GRADING AND DRAINAGE PLAN including: Grades will stay the same as shown on existing plot plan

- [x] Existing grades and drainage
- [ ] Proposed grades
- [ ] Proposed stormwater management meeting Technical Manual (Section 5), standards
- [ ] Location and proposed alteration of a water course
- [ ] Preservation or alteration of wetlands

EROSION CONTROL Existing erosion control will remain

- [ ] Must be in compliance with Technical Manual, Section 5

LANDSCAPE PLAN including: Existing landscaping will remain

- [x] Existing vegetation to be preserved and preservation measures
- [ ] Proposed landscaping and buffers
- [ ] Planting schedule

RECORDING PLAT, if applicable

- [x] If Subdivision, must be in compliance with requirements of Section 14-496 (b)

ARCHITECTURAL PLANS AND RENDERINGS including:

- [x] Exterior building elevations, color renderings, illustrations of all sides
- [ ] Location and dimensions of all existing and proposed HVAC and mechanical equipment, all proposed screening
- [ ] Provide context drawings, if applicable (Design Manual, page 1)
- [x] Floor plans

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

January 30, 2019
Offer Date

_____, _____ Effective Date
Effective Date is defined in Paragraph 23 of this Agreement

1. PARTIES: This Agreement is made between **Vickery Investments, LLC, and or assigns** ("Buyer") and **Avesta Housing Development Corporation** ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ☐ all ☒ part of (if "part of" see para. 26 for explanation) the property situated in municipality of **Portland**, County of **Cumberland**, State of Maine, located at **73 Deering Street** and described in deed(s) recorded at said County's Registry of Deeds Book(s) **33552** **---**, Page(s) **280** **---**.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and **--** are included with the sale except for the following: **no exceptions**.
Seller represents that all mechanical components of fixtures will be operational at the time of closing except: **no exceptions**.

4. PERSONAL PROPERTY: The following items of personal property as viewed on **January 7, 2019** are included with the sale at no additional cost, in "as is" condition with no warranties: **All major appliances not owned by a third party**.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [redacted]. Buyer ☐ has delivered; or ☒ will deliver to the Agency within **3** days of the Effective Date, a deposit of earnest money in the amount $ [redacted]. ~~Buyer agrees that an additional deposit of earnest money in the amount of $ ---------- will be delivered ----------~~.
If Buyer fails to deliver the ~~initial or additional~~ deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: **Vitalius Real Estate Group** ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until **February 1, 2019** (date) **5:00** ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on **See Adendum 1** (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a **Quitclaim w/ Covenant** deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer ☐ shall ☒ shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____ ---------- _____. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

☐ Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☒ Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 31 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer.

~~*If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☐ No~~

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

☐ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

☒ is not subject to a financing contingency. ~~Buyer shall provide proof of the funds acceptable to Seller within _____ ------ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ ------ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.~~

☐ is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to $ _____ toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 14e shall remain in full force and effect.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Chris Sullivan (**009700**) of **Vitalius Real Estate Group** (**2698**)
Licensee / MLS ID / Agency / MLS ID

is a ☐ Seller Agent ☐ Buyer Agent ☒ Disc Dual Agent ☐ Transaction Broker

_____ (_____) of _____ (_____)
Licensee / MLS ID / Agency / MLS ID

is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - ☒ Yes ☐ No ; Other - ☒ Yes ☐ No Explain: **Addendum 1**

The Property Disclosure Form is not an addendum and not part of this Agreement.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

26. OTHER CONDITIONS: --

27. GENERAL PROVISIONS:

a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.

d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is **255 Western Promenade, Portland, ME 04102-3213**.

DocuSigned by:
D. Jason Vickery
[illegible]0954482

BUYER	DATE	BUYER	DATE
Vickery Investments, LLC		**and or assigns**	
BUYER	DATE	BUYER	DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is **307 Cumberland Ave, Portland, ME 04101-4920**.

1/30/19

SELLER	DATE	SELLER	DATE
Avesta Housing Development Corporation			
SELLER	DATE	SELLER	DATE

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ ☐ AM ☐ PM.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

The closing date of this Agreement is extended until _____.
DATE

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

REALTOR®
Maine Association of REALTORS®/Copyright © 2019.
All Rights Reserved. Revised 2019.
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
73 Deering St
EQUAL HOUSING OPPORTUNITY

Att. D

Bangor Savings Bank

May 10, 2019

RE: Vickery Investments, LLC

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

MS Barhydt:

On behalf of Bangor Savings Bank, I am pleased to provide this letter in support of Vickery Investments, LLC and its planned development project at 73 Deering Street, Portland. Vickery Investments LLC are highly valued clients of Bangor Savings Bank. All accounts are in good standing, being handled in a professional and satisfactory manner and we would welcome the opportunity to provide additional financial assistance.

Based on their experience we believe that they have the ability to complete the aforementioned development project.

Please do not hesitate to call me with any questions.

Sincerely,

Bob Nadeau
Vice President
Commercial Banking

Vickery Investments LLC and its related entities have played an active role in the permitting, design, financing, renovation of a number of residential properties in the Boston area and Portland market. Below is a list of representative projects.

191 Pine Street, Portland

- 2012-2013 Acquisition & Renovation
- 7 market rate units. 9,500 sf
- $850,000 acquisition
- $950,000 renovation
- $400,000 in Federal and Maine Historic Tax Credits
- HTC retained by partners
- Long term hold

658 Massachusetts Ave, Boston

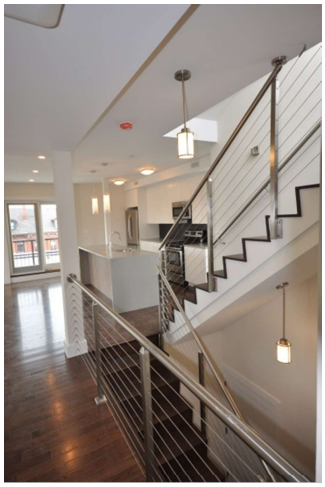
- 2012-2013 Acquisition & Renovation
- 7 Market rate units. 7,000 sf
- $1,000,000 acquisition
- $1,450,000 renovation
- $500,000 in Federal and Massachusetts Historic Tax Credit.
- Federal HTC retained by partners. State HTC sold to 3rd Party.
- Long term hold

656 Massachusetts Ave, Boston

- 2013-2014 Acquisition & Renovation
- 6 Market Rate Units. 5,800 sf
- $807,000 acquisition
- $1,250,000 renovation
- $425,000 in Federal and Massachusetts Historic Tax Credits
- Federal HTC retained by partners. State HTC sold to 3rd Party.
- Long term hold

659 Massachusetts Ave, Boston

- 2015-2016 Acquisition & Development
- 9 Market Rate Units. Ground floor commercial. 12,700 sf
- $1,200,000 acquisition
- $4,100,000 development cost
- Long term hold.



95-97 Emery St, Portland

- 2010 Acquisition
- $600,000 acquisition
- 6 Market rate units
- Long term hold

764-766 Congress Street, Portland

- 2017 & 2018 Acquisition & Renovation
- 11 market rate units
- $1,130,000 Acquisition
- $300,000 renovation
- Long term hold

29-31 Wilson Street, Portland

- 2014 & 2015 Acquisition & Renovation
- 3 market rate units
- $560,000 acquisition
- $300,000 renovation
- Long term hold

14 Cambridge Terrace, Cambridge

- 2010 & 2011 Acquisition & Renovation
- 3 unit condominium conversion project
- $1.6 million gross sellout

17 Yerxa Road, Cambridge

- 2011 & 2012 Acquisition & Renovation
- 3 unit condominium conversion project
- $1.5 million gross sellout

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

ZONING ANALYSIS Relevant Zone(s) R-6

All Projects:

	Required	Proposed
Lot Size	2,000sf	5,855sf
Area Per Dwelling Unit	725sf	836.5sf
Minimum Street Frontage	20ft	70.8ft Existing
Front Yard Minimum	5ft	10.6 Existing
Front Yard Maximum		
Rear Yard	10ft	10.2 Existing
Yard Right		
Yard Left		
Side Street Setback	10ft	5.7 Existing
Step Back	Apply over 35ft	Existing
Maximum Lot Coverage	60%	39% (2,250sf)
Minimum Lot Coverage		
Maximum Height	45ft	43ft Existing
Open Space	20%	56%
Maximum Impervious Area		
Pavement Setback		
Floor Area Ratio		
Off Street Parking Spaces	4	5
Loading Bays	0	0
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):			

bild ARCHITECTURE

ingenuity thoughtfulness empathy

Transportation

Access and Circulation

The historic building will provide two entries for residents. One through the proper front entry that faces Deering Street as well as a service entry in the back of the building opposite the front entry. There is no direct vehicular access on the 73 Deering site. Parking for the residence will be on the adjacent Avesta property with an agreement that was approved through their Site Plan Application.

The proposed project at 73 Deering Street does not need to meet Fair Housing Accessibility Standards as the cost of renovation will not exceed the 75% budget threshold. As no public spaces exist within the building, ADA will not apply.

Public Transit

Being located on the Portland Peninsula, the project is in close proximity to several of the city's metro bus lines.

Off-Street Parking

Although independent from the surrounding Avesta development, there will be an agreement between the two properties for Avesta to provide five off-street parking spots available for the 73 Deering project.

Bicycle Parking

Space will be available in the basement of the project for bicycle parking. Access to the bicycle storage is through an exterior door leading into the basement.

Snow Storage

There is available space on the project site for any needed snow storage. An area for snow storage is shown on the site plan

bildarchitecture.com • evan@bildarchitecture.com • (207)408-0168
PO Box 8235, Portland, ME 04104 • 30 Danforth Street, Suite 213, Portland, ME 04101

bild ARCHITECTURE

ingenuity thoughtfulness empathy

Environmental and Landscape Feature

Landscaping and Landscape Preservation

The site and landscaping at 73 Deering will be protected during construction but will otherwise remain unmodified.

bildarchitecture.com • evan@bildarchitecture.com • (207)408-0168
PO Box 8235, Portland, ME 04104 • 30 Danforth Street, Suite 213, Portland, ME 04101

bild ARCHITECTURE

ingenuity thoughtfulness empathy

Public Infrastructure and Safety

Project Consistency with City Master Plans

The proposed subdivision is precisely the type of development encouraged by Portland's Comprehensive Plan. It meets multiple comprehensive plan goals, including at least the following, each of which is discussed in more detail below:

FUTURE LAND USE PLAN

- Encourage orderly growth and development in appropriate areas, making efficient use of public services and preventing development sprawl. (State Goal A, Comprehensive Plan, Vol. I, Portland's Goals and Policies for the Future, p. 21);
- In the R-6 zone, encourage the existing compact lot development pattern typically found on the peninsula. (Comprehensive Plan, Vol. II, Future Land Use Plan, p. 65)

HOUSING POLICIES

- Advance the overall goal of maintaining a 25% share of Cumberland County's population, taking advantage of the City's capacity to accommodate more people (Comprehensive Plan, Vol. I, Portland's Goals and Policies for the Future, p. 21-22);
- Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing, (Comprehensive Plan, Vol I, Portland's Goals and Policies for the Future, pp. 21-22);
- Ensure that an adequate supply of housing is available to meet the needs and preferences of all Portland households, including a continuum of options across all income levels. (Comprehensive Plan, Vol I, Portland's Goals and Policies for the Future, p. 44);
- Promote residential densities that are consistent with past development patterns. (Housing: Sustaining Portland's Future, p. 27);

SUSTAINABILITY

- Increase efficient use of transportation resources by avoiding decentralizing land use trends and supporting land use patterns that favor density and concentration. Comprehensive Plan. Vol I, Transportation Resources, T-7-8);

A. Future Land Use Plan

In accordance with the mandate of the State Growth Management policies, the City designated all properties zoned R-6 as part of the growth area, however, the Future Land Use Plan went beyond that simple designation to assert that Portland needs growth to sustain it as a healthy city and to maintain its role as the economic, cultural and residential center for the region. (p. 55). Ideally, that growth will "provide housing near employment centers, support public transportation, attract families with children, expand the tax base, and stabilize neighborhoods." (p. 55)

In looking at where that growth can be accommodated within Portland, it found that only 9.75% of land in all residential zones is vacant, and in the highest density residential zone, the R-6 zone, only 2.77% of the land is vacant. As a way to foster the growth necessary to a healthy future, the Future Land Use Plan specifically endorses the recommendation, first made in Housing: Sustaining Portland's Future, to "rewrite[e] the zoning ordinance to encourage new housing and eliminate[e] barriers to development by allowing greater housing density and more efficient use of vacant land, infill lots, and redevelopment opportunities."

B. Housing Policies

Increased residential housing is viewed as a key to maintaining the health of the City. It is not sufficient for it merely to be an employment center for people to commute to by day, while living in and paying real estate taxes to suburban towns, The housing component of the comprehensive plan, Housing: Sustaining Portland's Future, calls for Portland to accommodate housing for more people so that the City increases to and then maintains a 25% share of the county's population. (p. 53)

One fundamental housing goal is to increase the supply of housing. To further that goal, the housing plan states the City should strive to ensure the construction of a diverse mix "that offers a continuum of options across all income levels." (p. 29) The City should also encourage higher density housing, "particularly located near services, such as schools, businesses, institutions, employers, and public transportation." (p. 30) Particular emphasis is placed on encouraging infill development, and housing within and adjacent to the downtown. In furtherance of the goal of developing a broad range of housing, it states the City should "[e]ncourage opportunities for the development of homes that are attractive to those households moving up in the real estate market . . so Portland can remain competitive with surrounding suburban communities. (p. 32) Additional supply-based

objectives include "identify[ing] vacant land and redevelopment opportunities throughout the city to facilitate the construction of new housing" and "[p]romot[ing] Portland as a Pro-Housing Community." (p. 33) While some parts of the housing plan emphasize affordable assisted housing, it states "the need for market rate housing for mid and higher income households is also critically important to Portland's future. Eliminating barriers to housing development and supporting market rate projects through the approval process can assist in this." (p. 62b)

C. Sustainability

The land use policy promoting increased housing stock in close proximity to downtown, discussed above, has been identified by the City as an important part of creating environmental and economic sustainability. ("Sustainable Portland", Final Report of the Mayor's Sustainable Portland Taskforce, November, 2007). The proposed development is consistent with these goals.

Public Safety and Fire Prevention

Natural surveillance will be used to the maximum extent possible with units on the first floor. These units will have view of the entrance approach, side, and back of the building.

The existing landscape plan clearly delineates public and private space, utilizing plantings, stone walls and curbing. The use of such features will clearly delineate private space without the need for signage.

bild ARCHITECTURE

ingenuity thoughtfulness empathy

Site Design

Historic Resources

The property at 73 Deering is located within a historic district, and is anticipated only to need staff approval for a Certificate of Appropriateness. The project will also pursue Historic Tax Credit funding and will go through that approval process.

As previously mentioned, the only intended renovations to the exterior are to repair and/or replace in kind.

Exterior Lighting

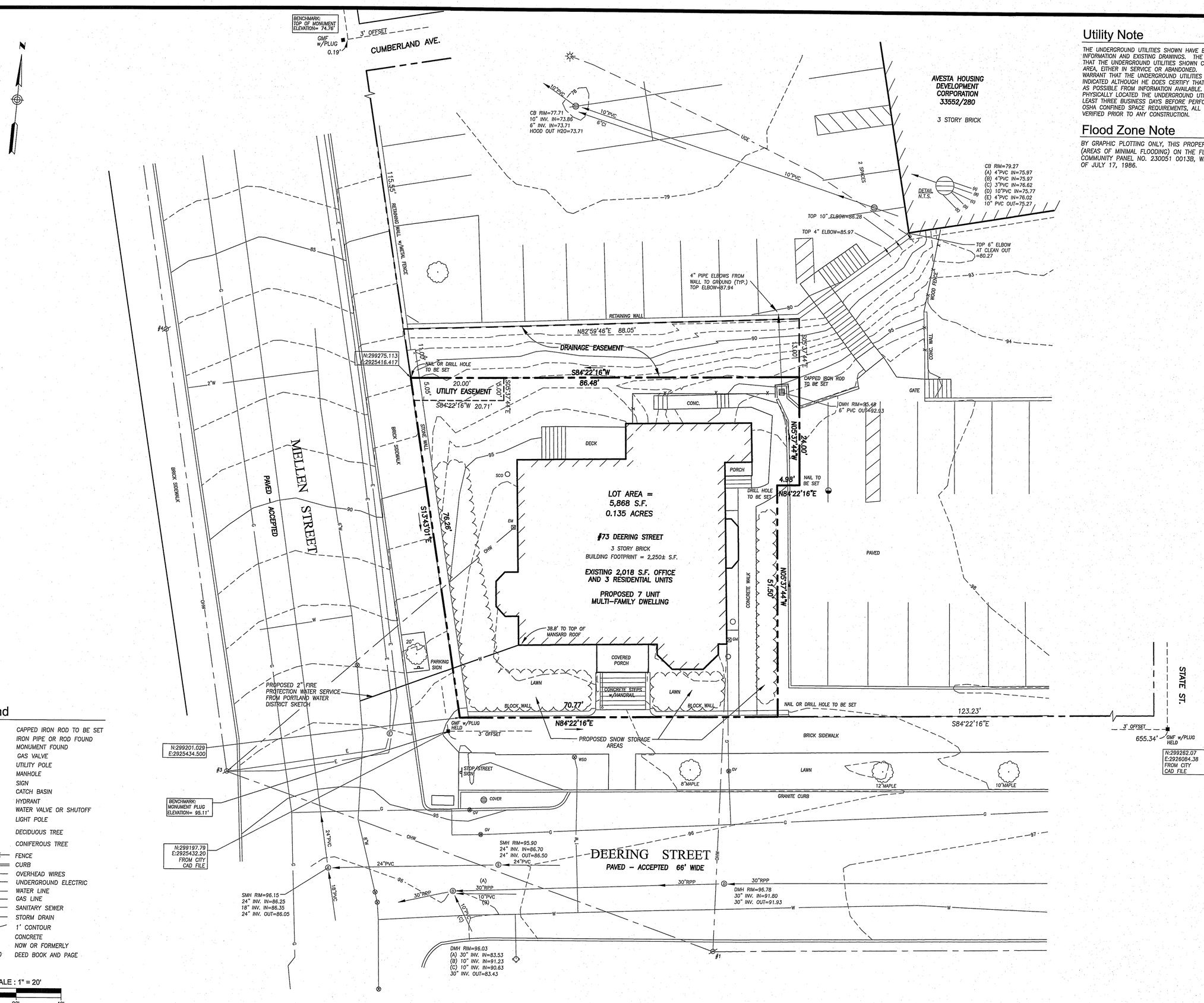
Any place on the building where light fixtures where originally, salvaged, refurbished and period appropriate lights will be used. These locations include the front porch entry, the side porch and the back-service entry.

Zone Related Design Standards

The project at 73 Deering Street will be applying for Historic Tax Credits. The developer/contractor Jason Vickery is working with an Historic Preservation consultant from Essex Preservation Consulting, Chris Beard.

Design standards will be followed to the extent that no design changes to the building exterior are proposed.

bildarchitecture.com • evan@bildarchitecture.com • (207)408-0168
PO Box 8235, Portland, ME 04104 • 30 Danforth Street, Suite 213, Portland, ME 04101



Legend

- CAPPED IRON ROD TO BE SET
- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- GAS VALVE
- UTILITY POLE
- MANHOLE
- SIGN
- CATCH BASIN
- HYDRANT
- WATER VALVE OR SHUTOFF
- LIGHT POLE
- DECIDUOUS TREE
- CONIFEROUS TREE
- FENCE
- CURB
- OHW — OVERHEAD WIRES
- E — UNDERGROUND ELECTRIC
- W — WATER LINE
- G — GAS LINE
- SS — SANITARY SEWER
- SD — STORM DRAIN
- 90 — 1' CONTOUR
- CONC. — CONCRETE
- N/F — NOW OR FORMERLY
- 000/000 — DEED BOOK AND PAGE

SCALE : 1" = 20'

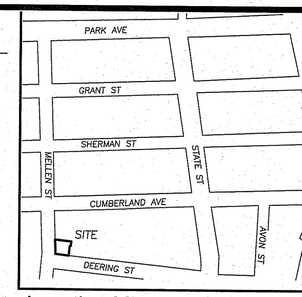
0' 10' 20' 40'

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 LOCATED IN ZONE C (AREAS OF MINIMAL FLOODING) ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986.



Location Map N.T.S.

Zoning Information

ZONE: R-6, RESIDENTIAL
PERMITTED USE: MULTI-FAMILY DWELLING

SPACE STANDARDS

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT SIZE	2,000 S.F.	5,855.6 S.F.	5,855.6 S.F.
MINIMUM AREA PER DWELLING UNIT	725 S.F.	1,952 S.F.	836.5 S.F.
MINIMUM STREET FRONTAGE	20 FEET	70.8 FEET	70.8 FEET
MINIMUM FRONT YARD	5 FEET	10.6 FEET	10.6 FEET
MINIMUM REAR YARD	10 FEET	10.2 FEET	10.2 FEET
MINIMUM SIDE YARD	10 FEET	5.7 FEET	5.7 FEET
MAXIMUM LOT COVERAGE (BUILDINGS)	60%	39%	39%
MINIMUM LOT WIDTH	20 FEET	70.8 FEET	70.8 FEET
MAXIMUM BUILDING HEIGHT	45 FEET	43 FEET	43 FEET
OPEN SPACE RATIO	20%	56%	56%
PARKING	4 SPACES	5 SPACES*	5 SPACES*

* PARKING WILL BE PROVIDED IN DEERING PLACE GARAGE AT 510 CUMBERLAND AVENUE THROUGH A LONG TERM LEASE FROM AVESTA HOUSING DEVELOPMENT CORP. IN ACCORDANCE WITH CITY OF PORTLAND PLANNING BOARD SITE PLAN APPROVAL FOR THE DEERING PLACE PROJECT.

Plan References

1. "SURVEYED FOR B.F. HARRIS SURVEYED FEB. 1883" IN FILES OF H.I. & E.C. JORDAN – SURVEYORS AND UNDATED UNTITLED MORE RECENT WORKING PLAN O SAME.
2. E.C.JORDAN & CO. CIVIL ENGINEERS OCT. 16, 1922" PLAN OF LAND OF HANNA M. DOOLEY ON DEERING ST. AND ELVIRA LORELLO ON CUMBERLAND ST.
3. "BOUNDARY SURVEY AT 51 DEERING STREET, PORTLAND, MAINE MADE FOR OWNER OF RECORD SETH & LAUREL MCCLEAD AUGUST 21, 2014 OWEN HASKELL INC. JOB NO. 2014-071P"
4. PLAN OF DIVISION BETWEEN DEERING AND PREBLE ESTATES RECORDED IN PLAN BOOK 3, PAGE 37 (TITLE LARGELY UNREADABLE)
5. CITY OF PORTLAND ENGINEERING DEPARTMENT WORKING CAD FILE PLAN PROVIDED OF THIS BLOCK AND SURROUNDING ONES SHOWING EXISTING MONUMENTATION AND COORDINATES.
6. "BOUNDARY SURVEY AT #510 CUMBERLAND AVENUE, A/K/A/ #498-500 CUMBERLAND AVENUE AND #61-73 DEERING STREET, PORTLAND, MAINE MADE FOR AVESTA HOUSING" SEPT. 28, 2016 REV. 4 08-28-17 BY OWEN HASKELL, INC.
7. ALTA/NSPS LAND TITLE SURVEY DEERING PLACE FHA PROJECT NO. 022-35024, 510 CUMBERLAND AVENUE, CITY OF PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR AVESTA HOUSING DEVELOPMENT CORPORATION NOVEMBER 14, 2018 REVISED APRIL 22, 2019 BY OWEN HASKELL, INC.

General Notes

1. OWNER OF RECORD: AVESTA HOUSING DEVELOPMENT CORPORATION, 307 CUMBERLAND AVENUE, PORTLAND, MAINE; CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 33552, PAGE 280.
2. LOCUS IS SHOWN AS A PORTION OF LOT 1 IN BLOCK B ON PORTLAND PROPERTY MAP 47.
3. BEARINGS ARE BASED ON CITY COORDINATES PROVIDED ON STREET MONUMENTS ON PLAN REFERENCE 5, WHICH IS GRID NORTH.
4. ELEVATIONS ARE BASED ON NGVD 1929 – CITY DATUM.
5. BUILDING HEIGHT DOES NOT INCLUDE CHIMNEYS OR RIDGE LINE.
6. GRADING AND LANDSCAPING PROPOSED TO REMAIN UNCHANGED.

Certificate

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

JOHN C. SCHWANDA, PLS #1252

DATE 5-28-2019

STATE OF MAINE JOHN C. SCHWANDA 1252 PROFESSIONAL LAND SURVEYOR

REV.

Subdivision Plan

At

73 Deering Street, Portland, Maine

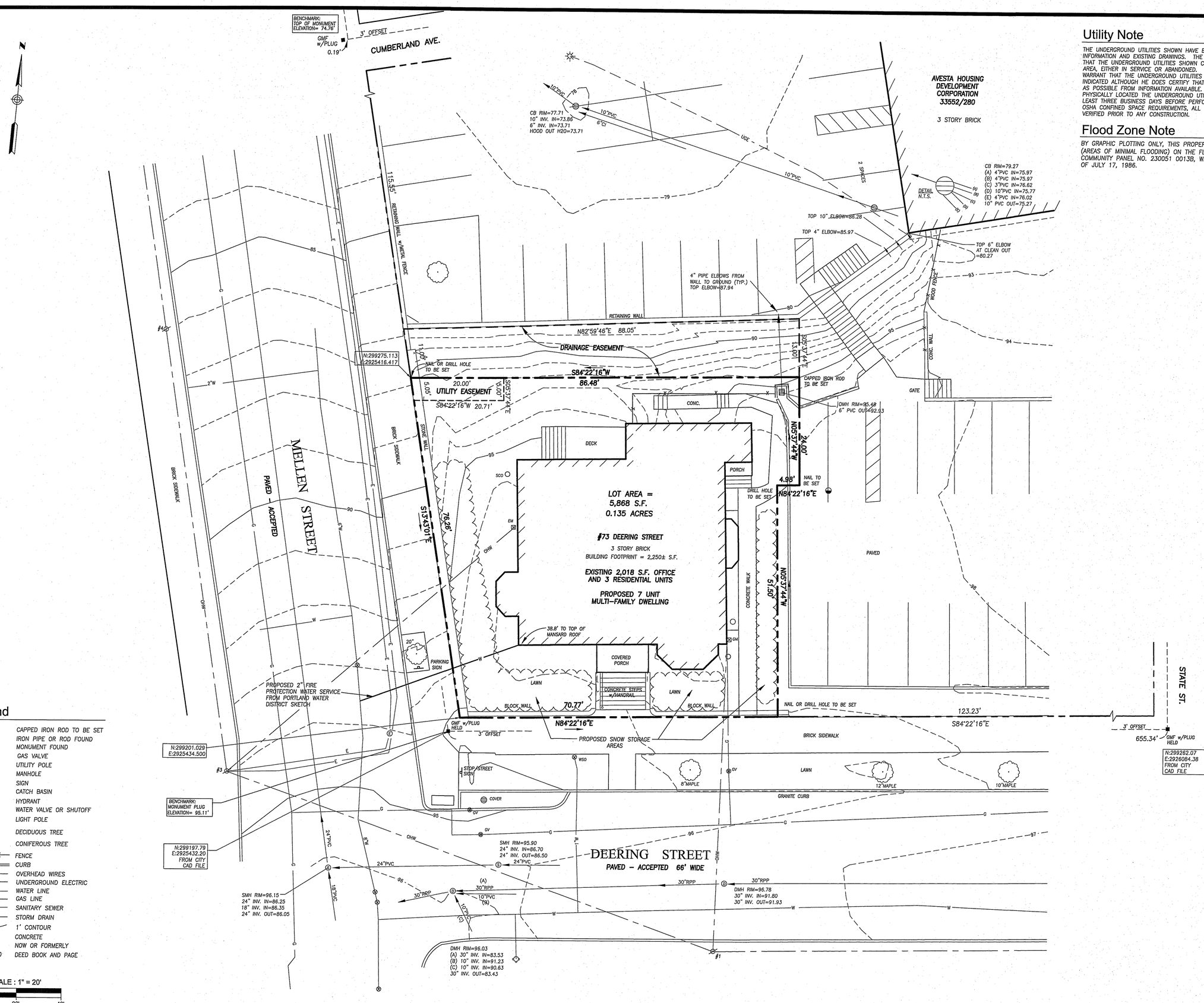
Made for

Vickery Investments, LLC

255 Western Promenade, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 041

DRAWN BY: JCS / JLW	DATE: MAY 28, 2019	JOB NO. 2019-114	
CHECKED BY: JCS	SCALE: 1" = 20'	DRWG. NO. 1SD	



Legend

- CAPPED IRON ROD TO BE SET
- IRON PIPE OR ROD FOUND
- MONUMENT FOUND
- GAS VALVE
- UTILITY POLE
- MANHOLE
- SIGN
- CATCH BASIN
- HYDRANT
- WATER VALVE OR SHUTOFF
- LIGHT POLE
- DECIDUOUS TREE
- CONIFEROUS TREE
- FENCE
- CURB
- OHW — OVERHEAD WIRES
- E — UNDERGROUND ELECTRIC
- W — WATER LINE
- G — GAS LINE
- SS — SANITARY SEWER
- SD — STORM DRAIN
- 90 — 1' CONTOUR
- CONC. — CONCRETE
- N/F — NOW OR FORMERLY
- 000/000 — DEED BOOK AND PAGE

SCALE : 1" = 20'

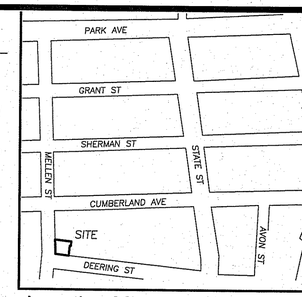
0' 10' 20' 40'

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 LOCATED IN ZONE C (AREAS OF MINIMAL FLOODING) ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986.



Location Map N.T.S.

Zoning Information

ZONE: R-6, RESIDENTIAL
PERMITTED USE: MULTI-FAMILY DWELLING

SPACE STANDARDS

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT SIZE	2,000 S.F.	5,855.6 S.F.	5,855.6 S.F.
MINIMUM AREA PER DWELLING UNIT	725 S.F.	1,952 S.F.	836.5 S.F.
MINIMUM STREET FRONTAGE	20 FEET	70.8 FEET	70.8 FEET
MINIMUM FRONT YARD	5 FEET	10.6 FEET	10.6 FEET
MINIMUM REAR YARD	10 FEET	10.2 FEET	10.2 FEET
MINIMUM SIDE YARD	10 FEET	5.7 FEET	5.7 FEET
MAXIMUM LOT COVERAGE (BUILDINGS)	60%	39%	39%
MINIMUM LOT WIDTH	20 FEET	70.8 FEET	70.8 FEET
MAXIMUM BUILDING HEIGHT	45 FEET	43 FEET	43 FEET
OPEN SPACE RATIO	20%	56%	56%
PARKING	4 SPACES	5 SPACES*	5 SPACES*

* PARKING WILL BE PROVIDED IN DEERING PLACE GARAGE AT 510 CUMBERLAND AVENUE THROUGH A LONG TERM LEASE FROM AVESTA HOUSING DEVELOPMENT CORP. IN ACCORDANCE WITH CITY OF PORTLAND PLANNING BOARD SITE PLAN APPROVAL FOR THE DEERING PLACE PROJECT.

Plan References

1. "SURVEYED FOR B.F. HARRIS SURVEYED FEB. 1883" IN FILES OF H.I. & E.C. JORDAN – SURVEYORS AND UNDATED UNTITLED MORE RECENT WORKING PLAN O SAME.
2. E.C.JORDAN & CO. CIVIL ENGINEERS OCT. 16, 1922" PLAN OF LAND OF HANNA M. DOOLEY ON DEERING ST. AND ELVIRA LORELLO ON CUMBERLAND ST.
3. "BOUNDARY SURVEY AT 51 DEERING STREET, PORTLAND, MAINE MADE FOR OWNER OF RECORD SETH & LAUREL MCCLEAD AUGUST 21, 2014 OWEN HASKELL INC. JOB NO. 2014-071P"
4. PLAN OF DIVISION BETWEEN DEERING AND PREBLE ESTATES RECORDED IN PLAN BOOK 3, PAGE 37 (TITLE LARGELY UNREADABLE)
5. CITY OF PORTLAND ENGINEERING DEPARTMENT WORKING CAD FILE PLAN PROVIDED OF THIS BLOCK AND SURROUNDING ONES SHOWING EXISTING MONUMENTATION AND COORDINATES.
6. "BOUNDARY SURVEY AT #510 CUMBERLAND AVENUE, A/K/A/ #498-500 CUMBERLAND AVENUE AND #61-73 DEERING STREET, PORTLAND, MAINE MADE FOR AVESTA HOUSING" SEPT. 28, 2016 REV. 4 08-28-17 BY OWEN HASKELL, INC.
7. ALTA/NSPS LAND TITLE SURVEY DEERING PLACE FHA PROJECT NO. 022-35024, 510 CUMBERLAND AVENUE, CITY OF PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR AVESTA HOUSING DEVELOPMENT CORPORATION NOVEMBER 14, 2018 REVISED APRIL 22, 2019 BY OWEN HASKELL, INC.

General Notes

1. OWNER OF RECORD: AVESTA HOUSING DEVELOPMENT CORPORATION, 307 CUMBERLAND AVENUE, PORTLAND, MAINE; CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 33552, PAGE 280.
2. LOCUS IS SHOWN AS A PORTION OF LOT 1 IN BLOCK B ON PORTLAND PROPERTY MAP 47.
3. BEARINGS ARE BASED ON CITY COORDINATES PROVIDED ON STREET MONUMENTS ON PLAN REFERENCE 5, WHICH IS GRID NORTH.
4. ELEVATIONS ARE BASED ON NGVD 1929 – CITY DATUM.
5. BUILDING HEIGHT DOES NOT INCLUDE CHIMNEYS OR RIDGE LINE.
6. GRADING AND LANDSCAPING PROPOSED TO REMAIN UNCHANGED.

Certificate

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

JOHN C. SCHWANDA, PLS #1252

DATE 5-28-2019

STATE OF MAINE JOHN C. SCHWANDA 1252 PROFESSIONAL LAND SURVEYOR

REV.

Subdivision Plan

At

73 Deering Street, Portland, Maine

Made for

Vickery Investments, LLC

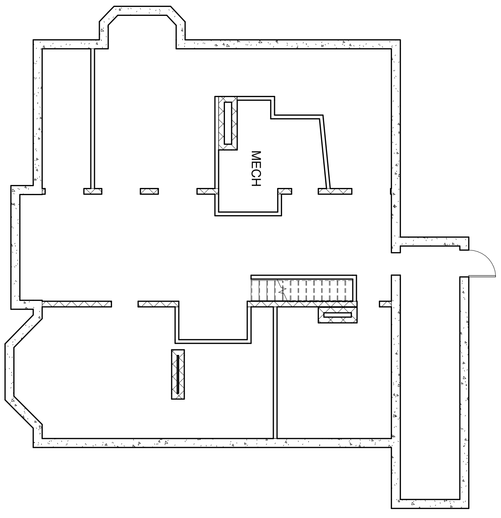
255 Western Promenade, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 041

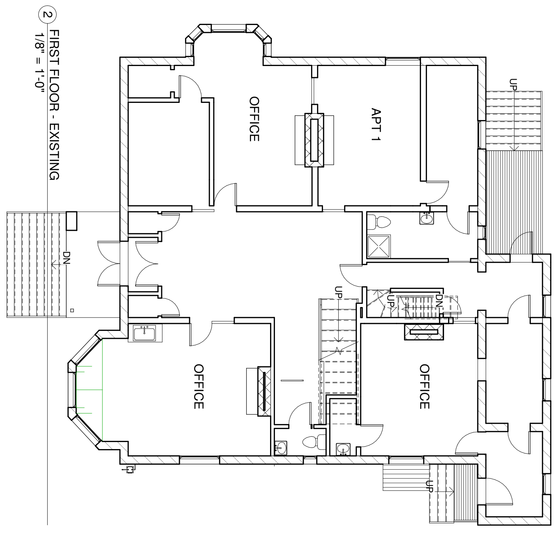
DRAWN BY: JCS / JLW	DATE: MAY 28, 2019	JOB NO. 2019-114	
CHECKED BY: JCS	SCALE: 1" = 20'	DRWG. NO. 1SD	

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC

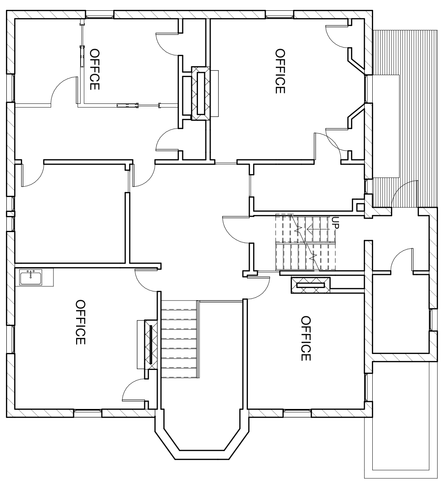
C:\Dropbox\Bild Architecture Team Folder\Projects\19012 - Jason Vickery, Deering\6.0 Drawings\6.0 Drawings.rvt



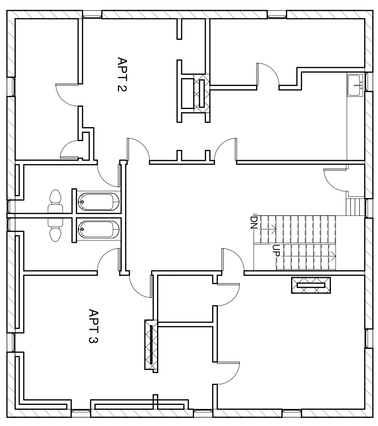
1 BASEMENT - EXISTING
1/8" = 1'-0"



2 FIRST FLOOR - EXISTING
1/8" = 1'-0"



3 SECOND FLOOR - EXISTING
1/8" = 1'-0"



4 THIRD FLOOR - EXISTING
1/8" = 1'-0"

8/6/2019 4:39:48 PM

A001

REVISIONS
No. Date

SET ISSUE DATE
04/29/19

DRAWN BY
EMW

SHEET TITLE
EXIST FLOOR PLANS

SET TITLE
95% REVIEW SET

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

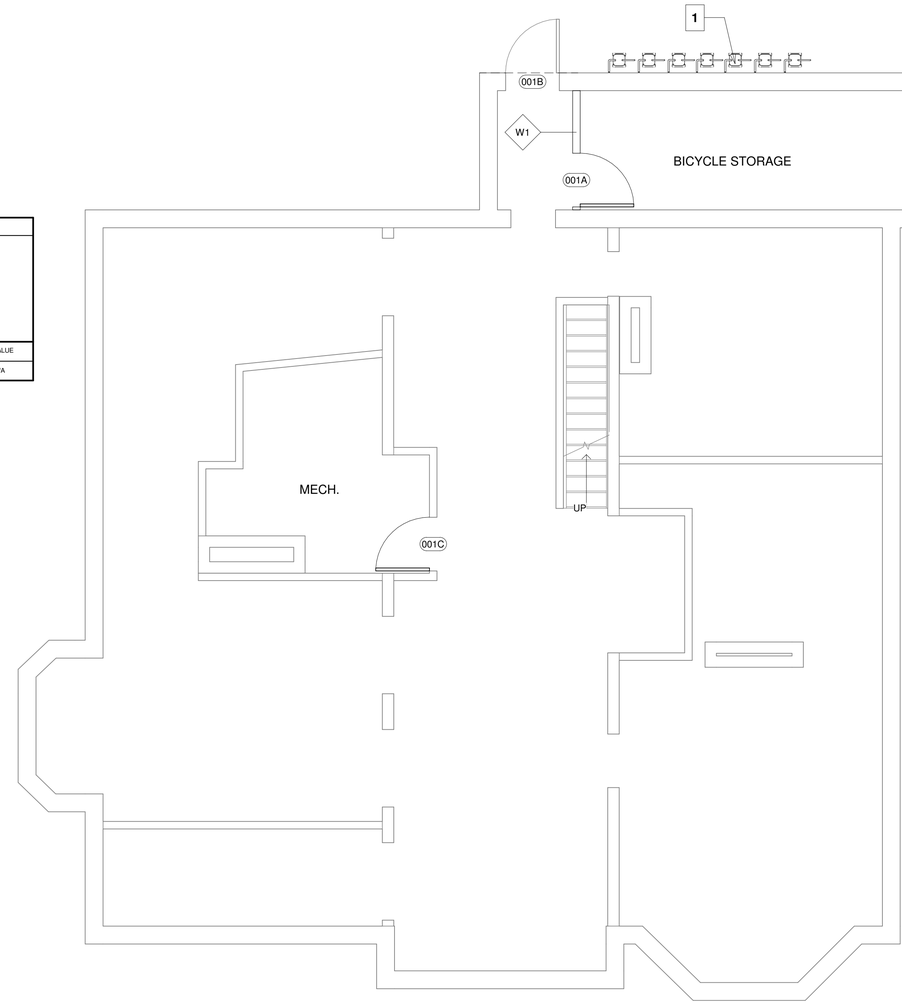
CONSULTANT

STAMP

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC

GRAPHIC DESCRIPTION	DESCRIPTION			
	• 5/8" TYPE "X" GYP BOARD • 2X4 WOOD STUDS @ 16: O.C. • 3 1/2" FIBERGLASS BATT INDULATION (R-11) • 5/8" TYPE "X" GYP BOARD			
W1	FIRE RATING	UL NUMBER	ICC RATING	R-VALUE
	1	305	N/A	N/A



1 BASEMENT
1/4" = 1'-0"

KEYNOTES

1 GAS METERS
2 ADD RAILING TO EXISTING DECK
3 REPLACE WOOD TRIM, DETAILING AND DOOR ON NEW WALL
4 RESTORE FLOORING
5 CONVERT TO GAS FIREPLACE
6 REBUILT STAIRS, DECK AND RAILING
7 PASS THROUGH COUNTER THROUGH WALL
8 REBUILD STAIRS FOR USE BY APARTMENT UNIT
9 REPLACE DOOR WITH WINDOW
10 WALL TO BE PLACED BETWEEN WINDOW
11 PATCH PLASTER TO FINISH CASED OPENING
12 REMOVE STEEL FIRE ESCAPE ALL THE WAY DOWN
13 SHELF BEHIND TOILET SO WALL CAN ALIGN WITH WINDOW EDGE
14 RESET SALVAGE BASEBOARD AS POSSIBLE
15 EXISTING FIREPLACE AND MANTLE TO REMAIN INTACT
16 ALL FLOORS IN BUILDING REQUIRE INVESTIGATION TO DETERMINE STATUS
17 EXISTING CHASE SPACE FOR CHIMNEY

0' 1' 5' 10' 20'

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

bild ARCHITECTURE

STAMP

CONSULTANT

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

SET TITLE
75% REVIEW SET

DRAWN BY
Author

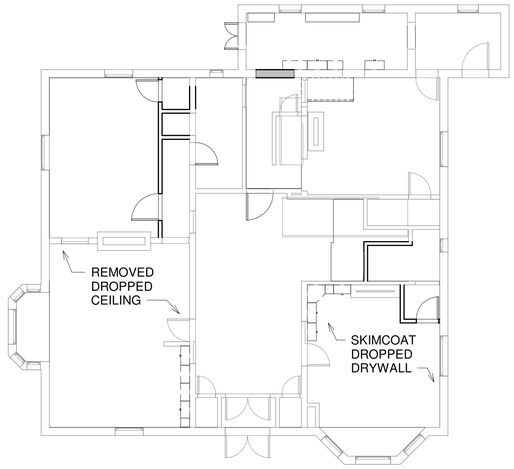
SHEET TITLE
FLOORPLANS

SET ISSUE DATE
04/25/19

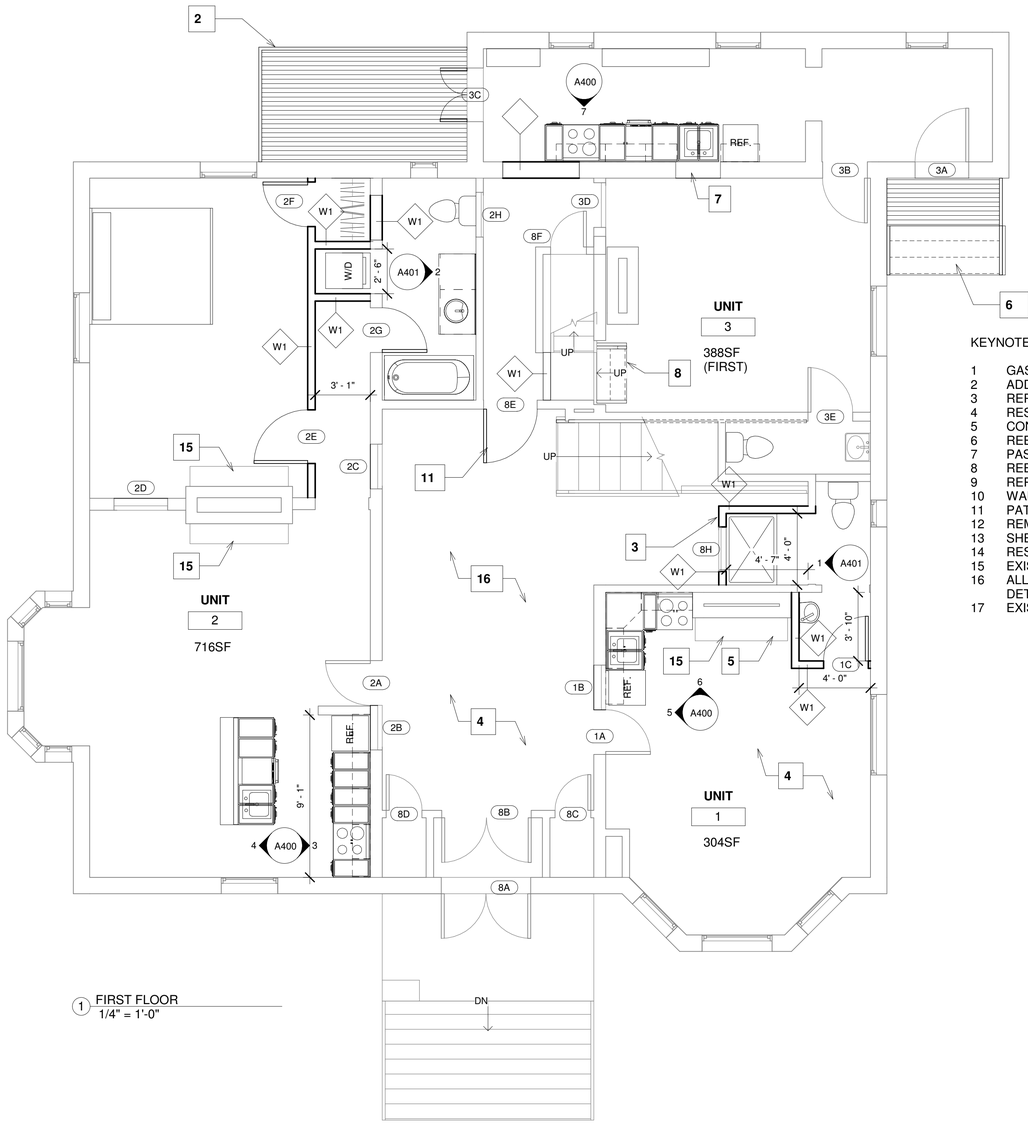
REVISIONS
No. Date

A101

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC



2 FIRST FLOOR RCP
1/8" = 1'-0"



1 FIRST FLOOR
1/4" = 1'-0"

KEYNOTES

1 GAS METERS
2 ADD RAILING TO EXISTING DECK
3 REPLACE WOOD TRIM, DETAILING AND DOOR ON NEW WALL
4 RESTORE FLOORING
5 CONVERT TO GAS FIREPLACE
6 REBUILT STAIRS, DECK AND RAILING
7 PASS THROUGH COUNTER THROUGH WALL
8 REBUILD STAIRS FOR USE BY APARTMENT UNIT
9 REPLACE DOOR WITH WINDOW
10 WALL TO BE PLACED BETWEEN WINDOW
11 PATCH PLASTER TO FINISH CASED OPENING
12 REMOVE STEEL FIRE ESCAPE ALL THE WAY DOWN
13 SHELF BEHIND TOILET SO WALL CAN ALIGN WITH WINDOW EDGE
14 RESET SALVAGE BASEBOARD AS POSSIBLE
15 EXISTING FIREPLACE AND MANTLE TO REMAIN INTACT
16 ALL FLOORS IN BUILDING REQUIRE INVESTIGATION TO DETERMINE STATUS
17 EXISTING CHASE SPACE FOR CHIMNEY

0' 1' 5' 10' 20'

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

bild ARCHITECTURE

STAMP

CONSULTANT

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

SET TITLE
75% REVIEW SET

DRAWN BY
Author

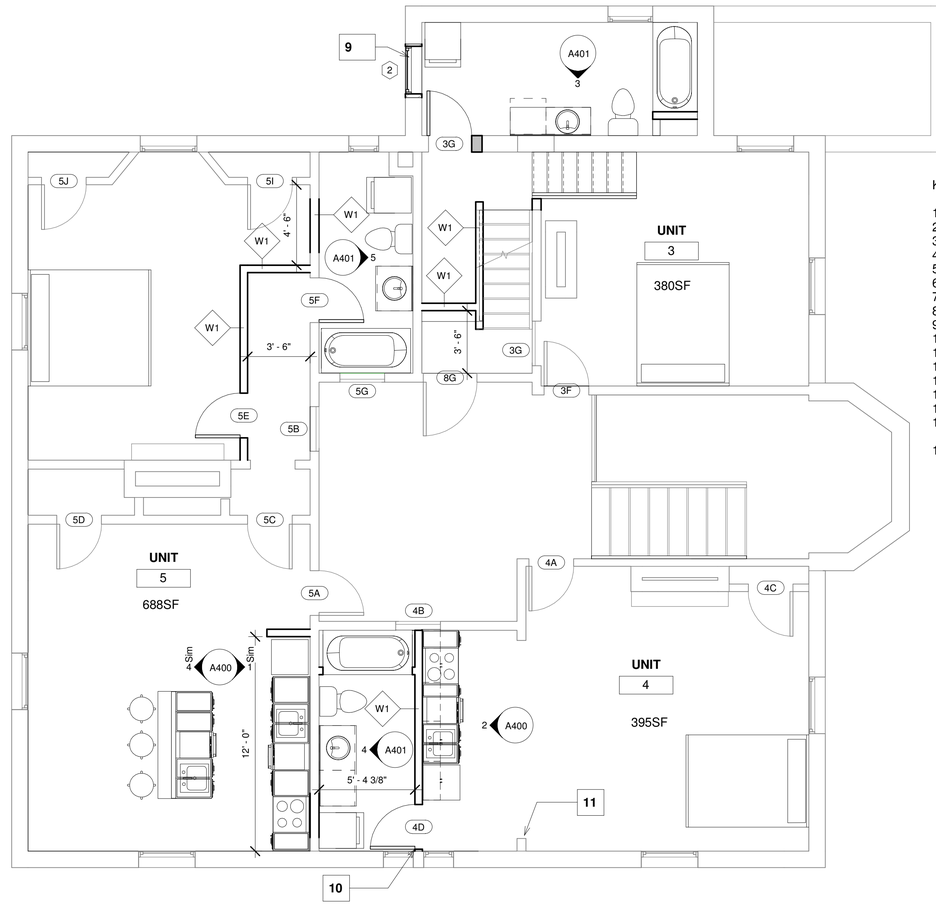
SHEET TITLE
FLOOR PLANS

SET ISSUE DATE
04/23/19

REVISIONS
No. Date

A102

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC



KEYNOTES

1 GAS METERS
2 ADD RAILING TO EXISTING DECK
3 REPLACE WOOD TRIM, DETAILING AND DOOR ON NEW WALL
4 RESTORE FLOORING
5 CONVERT TO GAS FIREPLACE
6 REBUILT STAIRS, DECK AND RAILING
7 PASS THROUGH COUNTER THROUGH WALL
8 REBUILD STAIRS FOR USE BY APARTMENT UNIT
9 REPLACE DOOR WITH WINDOW
10 WALL TO BE PLACED BETWEEN WINDOW
11 PATCH PLASTER TO FINISH CASED OPENING
12 REMOVE STEEL FIRE ESCAPE ALL THE WAY DOWN
13 SHELF BEHIND TOILET SO WALL CAN ALIGN WITH WINDOW EDGE
14 RESET SALVAGE BASEBOARD AS POSSIBLE
15 EXISTING FIREPLACE AND MANTLE TO REMAIN INTACT
16 ALL FLOORS IN BUILDING REQUIRE INVESTIGATION TO DETERMINE STATUS
17 EXISTING CHASE SPACE FOR CHIMNEY

1 SECOND FLOOR
1/4" = 1'-0"

0' 1' 5' 10' 20'

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

bild ARCHITECTURE

STAMP

CONSULTANT

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

SET TITLE
75% REVIEW SET

DRAWN BY
Author

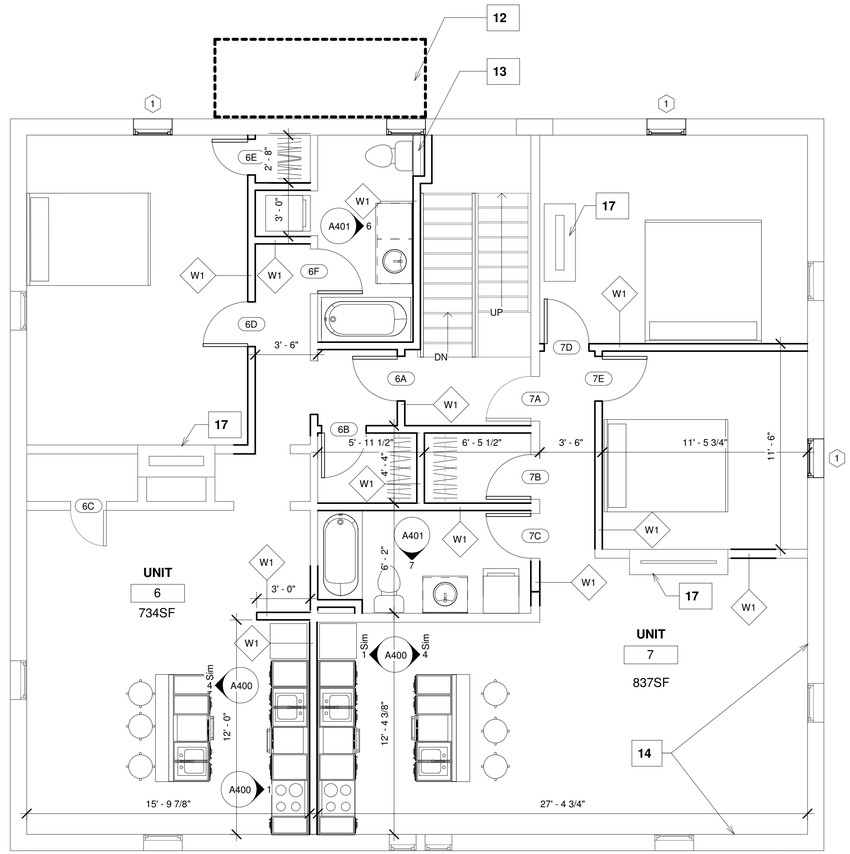
SHEET TITLE
FLOOR PLANS

SET ISSUE DATE
04/23/19

REVISIONS
No. Date

A103

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC



1 THIRD FLOOR
1/4" = 1'-0"

KEYNOTES

1 GAS METERS
2 ADD RAILING TO EXISTING DECK
3 REPLACE WOOD TRIM, DETAILING AND DOOR ON NEW WALL
4 RESTORE FLOORING
5 CONVERT TO GAS FIREPLACE
6 REBUILT STAIRS, DECK AND RAILING
7 PASS THROUGH COUNTER THROUGH WALL
8 REBUILD STAIRS FOR USE BY APARTMENT UNIT
9 REPLACE DOOR WITH WINDOW
10 WALL TO BE PLACED BETWEEN WINDOW
11 PATCH PLASTER TO FINISH CASED OPENING
12 REMOVE STEEL FIRE ESCAPE ALL THE WAY DOWN
13 SHELF BEHIND TOILET SO WALL CAN ALIGN WITH WINDOW EDGE
14 RESET SALVAGE BASEBOARD AS POSSIBLE
15 EXISTING FIREPLACE AND MANTLE TO REMAIN INTACT
16 ALL FLOORS IN BUILDING REQUIRE INVESTIGATION TO DETERMINE STATUS
17 EXISTING CHASE SPACE FOR CHIMNEY

0' 1' 5' 10' 20'

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

bild ARCHITECTURE

STAMP

CONSULTANT

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

SET TITLE
75% REVIEW SET

DRAWN BY
Author

SHEET TITLE
FLOOR PLANS

SET ISSUE DATE
04/23/19

REVISIONS
No. Date

A104

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC

1 ELEVATION - SOUTH
3/16" = 1'-0"

2 ELEVATION - EAST
3/16" = 1'-0"

3 ELEVATION - NORTH
3/16" = 1'-0"

4 ELEVATION - WEST
3/16" = 1'-0"

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

bild ARCHITECTURE

STAMP

CONSULTANT

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

SET TITLE
75% REVIEW SET

DRAWN BY
EMW

SHEET TITLE
ELEVATIONS

SET ISSUE DATE
05/29/19

REVISIONS

No.	Date

A200

COPYRIGHT: Reuse or reproduction of the contents of this document is not permitted without written permission of Bild Architecture LLC

1 ELEVATION - WEST DETAIL
3/16" = 1'-0"

2 ELEVATION - NORTH DETAIL
3/16" = 1'-0"

Bild Architecture
PO Box 8235
Portland, ME
04104
207.408.0168
evan@bildarchitecture.com

bild ARCHITECTURE

STAMP

CONSULTANT

PROJECT NUMBER
19012

PROJECT NAME
VICKERY - DEERING
73 DEERING ST.

SET TITLE
75% REVIEW SET

DRAWN BY
Author

SHEET TITLE
ELEVATIONS

SET ISSUE DATE
06/12/19

REVISIONS

No.	Date

A201

PLANNING BOARD REPORT
PORTLAND, MAINE

Development & Redevelopment
66 State Street
Conditional Use, Subdivision & Site Plan Review
DC 66 State, LLC, Applicant
PL-000684-2019 CBL: 044 H001001

Submitted to: Portland Planning Board Public Hearing Date: August 13, 2019	Prepared by: Andrew Tufts, Planner Date: August 9, 2019

Figure 1: Parcel outline

I. INTRODUCTION

DC 66 State LLC, has submitted a Level III Site Plan, Subdivision and Conditional Use (Inclusionary Zoning) application for the renovation of an existing 3-story building into a women's only lodging house and the construction of a new, 4-story affordable residential building in a location where there is currently surface

parking. A portion of office space will continue to operate on the ground floor of the existing building, as well. The property is a 23,497 square foot parcel at 66 State Street on the corner of State and Danforth Streets. The neighborhood is primarily residential with some nearby commercial and institutional uses, is within the R-6 Zone, and the West End Historic District. The proposed new building is also subject to review by the Historic Preservation Board.

A total of 256 notices were sent to property owners within 500 feet of the site and a legal ad ran in the July 12th & July 13th 2019 editions of the Portland Press Herald.

Applicant: Developers Collaborative, DC 66 State LLC

Consultants: Michael Tadema-Wielandt, P.E. (Terradyn Consultants, LLC (Engineer)) David Lloyd (Archetype Architects) John Schwanda (Owen Haskell Inc (Surveying))

Figure 2: Proposed & existing elevation

II. REQUIRED REVIEWS

Waiver Requests	*Applicable Standards*
Driveway Aisle width narrower than the required 24' width. Staff Comments: The City's Traffic Engineer supports a waiver from the City's Technical Standards for driveway width given low traffic volumes and traffic characteristics.	Technical Manual, *Section 1.14 & Figure I-29,* requiring 24.00' wide drive aisle for two-way access aisles with 90 degree parking.
Compact parking spaces – existing parking spaces are 8' wide and will continue to be utilized.	Technical Manual, *Section 1.14,* Parking lots with greater than 10 spaces may be comprised of up to 20% compact parking spaces.

Staff Comments: The City's Traffic Engineer supports a waiver from the City's Technical Standards for the proposed compact spaces.	
Review	***Applicable Standards***
Site Plan	*Section 14-526*
Subdivision	*Section 14-497*
Inclusionary Zoning (IZ)	*Section 14-474, Section 14-487*

III. PROJECT DATA

Existing Zoning	R-6 Zone
Existing Use	Resource center/ support services, surface parking
Proposed Use	30 Affordable Housing Units, 38 Lodging House Units, Office Space
Bedroom Mix	15 Efficiencies, 15 one-bedroom units, 38 Lodging House Units
Parcel Size	23,497 SF

	Existing	*Proposed*	*Net Change*
Building Footprint	7417 SF	11,472 SF	+ 4,055 SF
Building Floor Area	22,007 SF	41,770 SF	+ 19,763 SF
Impervious Surface Area	19,654 SF	20,560 SF	+ 906 SF
Parking Spaces	22	18	- 4
Bicycle Parking Spaces	0	12	+ 12

IV. EXISTING CONDITIONS

The proposed development site is located on the western corner of State and Danforth Streets in Portland's West End neighborhood and is developed with the existing 3-story nonprofit office and social club building and paved surface parking area. The site is largely impervious due to the existing building and surface parking. The existing building currently houses offices for Amistad and Catholic Charities, which provide supportive services for neighborhood residences. The site is bordered by The Maine Irish Heritage Center (NW), operating out of St. Dominic's historic landmark; The Danforth Inn (SW); and private residences. The sidewalk along State Street has recently been improved, while the sidewalk along Danforth Street is in need of repair. There are three vacant tree wells along the section of Danforth Street adjacent to the existing Amistad building, where the street trees have died. The nearest open space is the Harbor View Memorial Park, approximately a 5-minute walk South-East. The Reiche School Playground is approximately a 5-miute walk South-West. Metro Bus Route 8 has a stop directly North-East across the intersection of State & Danforth Streets.

Figure 3: Site axon

Owen Haskell, Inc. completed a boundary and topographic survey of the site in June of 2018. The following are existing easements or burdens associated with the site:

- A 10' conservation easement along the site's southwestern property boundary.
- A 24' wide access easement extending from Danforth Street along the existing parking lot drive aisle to the adjacent lot northwest of the project site.
- A parking easement benefitting the project site and located west of the site along the eastern side of St. Dominic's Condominium (44/H/4)
- A dumpster license allowing a dumpster for St Dominic's Condominium to be located on the project site, as shown on the survey.

The 10' conservation easement will be maintained and replanted as part of this project.

The 24' wide access easement will be relocated and modified as part of this project. Access to the adjacent lot northwest of the project site will be reconstructed during building construction but will remain as an access easement through the site's driveway and parking area. The width will be 20' wide from Danforth Street and narrow to 13.5' wide behind the proposed building.

The parking easement benefitting the project site will remain in place.

The dumpster license agreement with St Dominic's Condominium will be dissolved and the dumpster will be removed from the project site. (Attachment E)

V. PROPOSED DEVELOPMENT

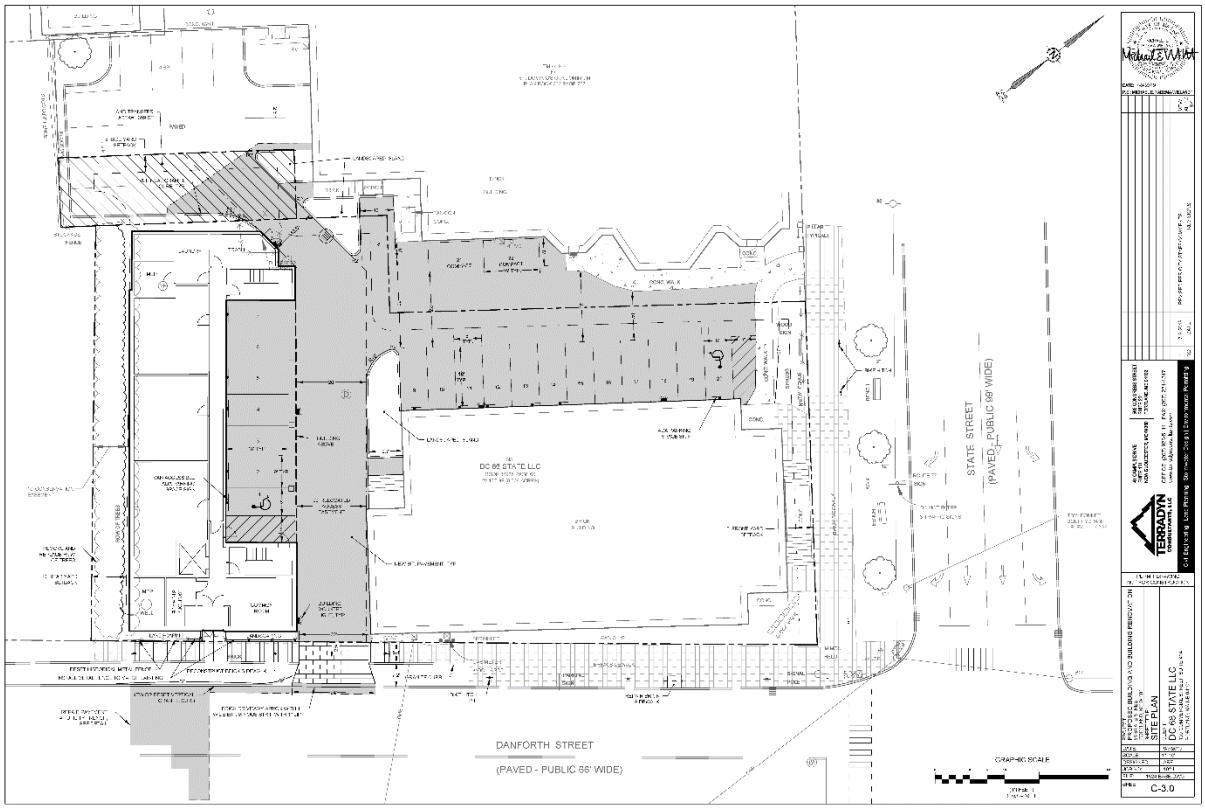


Figure 4: Proposed site plan

The proposed development includes a new four-story building with thirty affordable residential units, along with the renovation of the existing three-story building to provide approximately 38 lodging house rooms. The new building would have residential units on floor one through four that would include fifteen 1-bedroom units and fifteen efficiency units. The new building would also feature a lobby, common room, laundry room, trash room and utility rooms on the first floor. The existing renovated building would also feature a common kitchen and dining area, common bathroom facilities, a utility room housing the geothermal heating equipment, and the continuation of the existing office use for support staff.

The proposed project will involve installation of new utility services to the proposed building. All new utility services will be provided from the franchise utilities available within Danforth Street. The proposed locations of the new utility services are shown on the Utility Plan. The proposed project will receive its water supply from the Portland Water District's (PWD) public water supply system. Separate fire and domestic services will be installed to the building from PWD's existing main in Danforth Street. Terradyn Consultants received an ability to serve letter from PWD on April 2, 2019. CMP currently maintains overhead and underground utilities in the area. Electric utilities for the proposed building will be installed underground from Pole #19 on Danforth Street, to the southeast of the site. Electric utilities currently serving the existing building will remain.

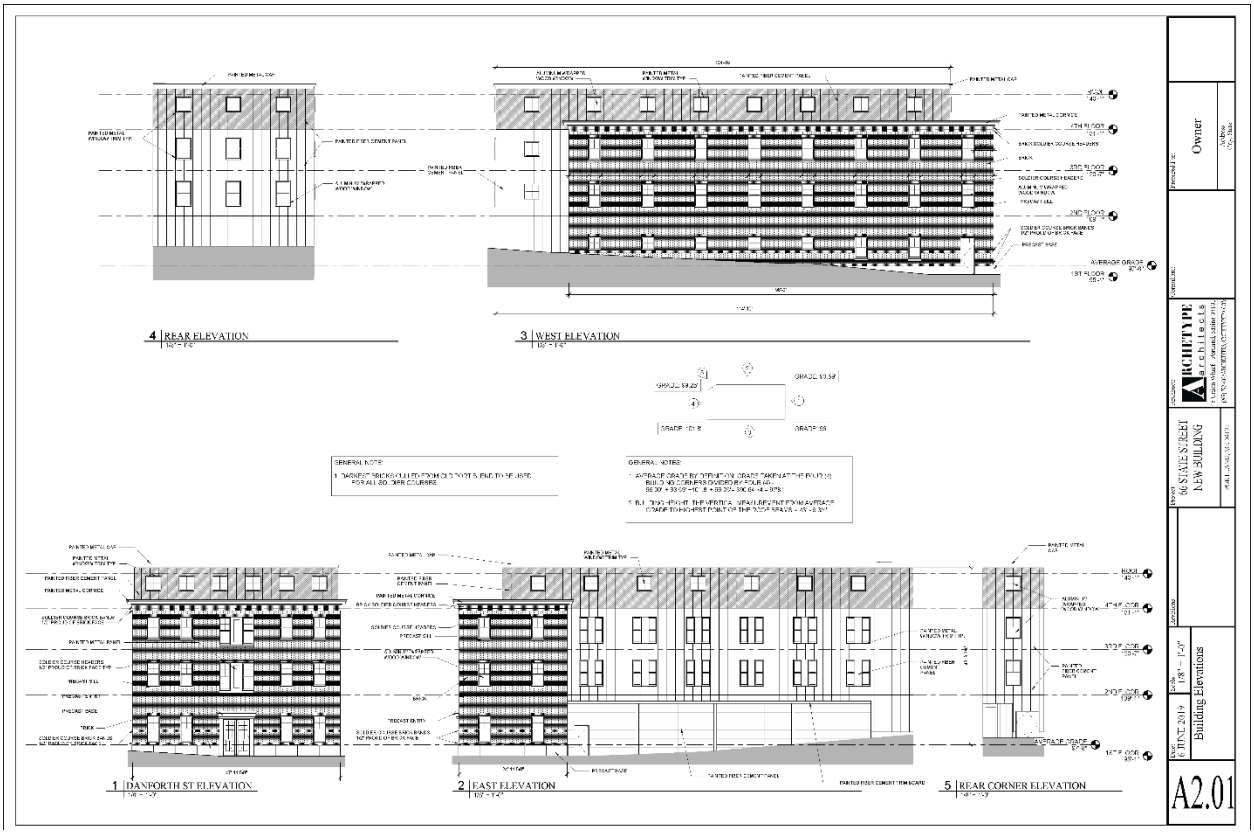


Figure 5: Proposed elevations

VI. Public Comment and Neighborhood Meeting

The neighborhood meeting was held on 7-16-19 at 6:00 pm at the Maine Irish Heritage Ctr., lower level function room, 34 Gray Street. There were approximately 32 members of the public in attendance.

The applicant gave an overview of the project and status of approval process, and asked for questions/comments from the public. Comments received included concerns about density in the neighborhood context, extent of management and support services, on-site parking, open space, and general site maintenance. That correspondence may be found in this report's attachments. **(Attachment P)**

VII. PLANNING BOARD WORKSHOP – 7/23/19

The project was introduced by Christine Grimando, Andrew Tufts, the assigned project planner, could not attend. The applicant, Kevin Bunker, provided a description of the project followed by the project engineer, Michael Tadema-Wielandt, and project architect, David Lloyd. The proposal includes multiple easements, which the applicant described in detail. The board appreciates the role that the affordable housing will play in the city. Open space and density were the primary concerns of the board. The project has since waived its appeal before the Zoning Board and is maintaining the 15.5% open space on site.

The parking waiver is supported by planning staff and recommends updating the technical standards for size requirements.

VIII. RIGHT, TITLE, & INTEREST AND FINANCIAL & TECHNICAL CAPACITY

The owner of the property is DC 66 State LLC. The applicant has provided a copy of the warranty deed, recorded at the Cumberland County Registry of Deeds (Book 34935, Page 60), which demonstrates their right, title and interest in the property. (**Attachment B)**

As evidence to demonstrate sufficient financial and technical capacity, the applicant has provided a letter from Bank of New Hampshire indicating that between the applicant's funds and bank financing, that applicant has sufficient financial capacity to complete the proposed project. Similarly, information has been provided on the development team demonstrating the capacity to design and construct the project. **(Attachment F)**

IX. ZONING ANALYSIS

The property currently lies within the City of Portland R6 zone. The following Space and Bulk requirements apply to the R6 Zone:

R6 Zone Summary Dimensional and Parking Requirements Applied to 66 State Street		
	Required	**Proposed**
Minimum Lot Size	2,000 sf	23,497 sf (Lot 44-H-1: 22,137 SF Acquisition: 1,359 SF)
Area Per Dwelling Unit	725 sf	785 sf
Area Per Lodging House Rooming Unit	250 sf	618 sf
Minimum Street Frontage	20' ft	99' ft
Front Yard Minimum	5 ft or avg. depth of adjacent front yards	8' ft (existing)
Rear Yard Minimum	10' FT	10' ft
Side Yard Minimum	5 ft, or none on a side street	3' ft (side street)
Maximum Lot Coverage	60%	54%
Maximum Height	45' FT	45' ft
Landscape Open Space	20%	15.5% (Grandfathered)
Off-Street Parking	27 residential spaces (1 space/unit 30 - 3 units) 8 lodging house spaces (1 space/5 rooms - 38 rooms)	18 spaces (12 residential, 2 abutter, 4 lodging house)

Open Space

The existing open space on site is approximately 15.5%, grandfathered to be 4.5% below the required 20% in the R-6 Zone. The applicant originally applied for a variance from the Zoning Board of Appeals, allowing the proposed development open space to be less than the existing open space. The applicant has since withdrawn its appeal, and has included the new open space as a small parklet on the NW corner of the existing building.

Residential Density Calculations

Because residential uses and lodging houses are subject to similarly phrased dimensional standards based on total land area, a summary of how each is applied in reviewing site plan and subdivision application follows.

Both the maximum permitted dwelling units and lodging house units are calculated by their respective required land area/unit. The R-6 zone has a residential density calculation of 725 sf per dwelling unit,

resulting in a maximum number of dwelling units of 32 for this 23,497 sf parcel. Lodging house rooming units require 250 sf per rooming unit in the R-6 zone, resulting in a maximum of 93 rooming units for the 23,497 sf parcel (Sec. 14-139.(a)).

There are several ways the Zoning Ordinance distinguishes between lodging houses and residential uses. The definition of a dwelling unit in the City's Land Use Code specifically excludes lodging houses:

A building or portion thereof used exclusively for residential occupancy, including single-family, two-family and multi-family dwellings, but not including hotels, lodging houses, sheltered care group homes or tourist homes... (Section 14-47).

The definitions of Dwelling Unit and Lodging House also are distinct from each other by describing their respective required features: private bath and kitchen in the case of a dwelling unit, and common areas including kitchens, and the possibility of meals being provided for occupants on-site in the case of a lodging house. The regulatory distinction between them within the Zoning Ordinance is further reinforced by the R-6 Zone classification of a multi-family use (Section 14-136.(a).2) in the *Residential* use category and Lodging House grouped under *Other* (Sec. 14-136.(b).1). Lastly, the dimensional standard wording for residential uses is minimum *lot area/dwelling unit*, whereas the lodging house dimensional standards wording is *minimum lot area/lodging house rooming unit*, further delineating how the respected uses operate within Zoning.

X. DEVELOPMENT REVIEW

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

The applicant has submitted a recording plat. The final plat will need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry of Deeds within two years of a Planning Board decision.

B. SUBDIVISION (Section 14-496)

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

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

   The existing project site is entirely developed and slopes from the western property boundary in an easterly direction towards Danforth. Stormwater runoff from the project site drains both overland across the eastern property boundary towards Danforth Street and through an existing storm drain network on-site that connects to the combined system in Danforth Street.
   Post development stormwater runoff will generally follow existing patterns. Runoff from the proposed building roof will be collected in a roof drain and discharged to the on-site stormdrain network. The existing building roof drain will remain.

   The existing project site contains approximately 19,654 square feet of impervious surface. Redevelopment of the project site will result in an increase of approximately 882 square feet of impervious area and a total impervious surface of 20,536 square feet. Because the proposed building will be located where parking areas exist today, the proposed project will result in a decrease of non-roof impervious area. Therefore, the project is not required to meet the General or Flooding Standards, and does not meet the threshold for redevelopment standards.

Lauren Swett, P.E. with Woodard and Curran Engineering, has reviewed the erosion and sediment control plans and details, and inspection and maintenance requirements and offers the following comment **(Attachment 2):**

- The Applicant has provided erosion and sedimentation control details and a written plan in accordance with the Basic Standards. Erosion control features have been called out on the Construction Management Plan, sheet C-03.
- The Applicant is proposing a slight increase in impervious surface, and is not required to provide any treatment or flooding control as required for the General and Flooding Standards.
- The Applicant is reducing non-roof redeveloped impervious surface, and is not required to provide any treatment as required for the Redevelopment Standard.

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

Ability to serve letter from Portland Water District has been received and provided.

3. Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)
The proposed development is not adding significant vehicular traffic to the site, and a traffic analysis is not required.

4. Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)
The applicant is proposing that a new 6" sewer service be installed within Danforth Street to serve the proposed 4-story building. Existing sewer utilities servicing the existing 66 State Street building are expected to be utilized for the lodging house use.

The applicants have received and submitted a Wastewater Capacity Authorization Letter.

5. Comprehensive Plan (Section 14-497 (a) 9)
The development has been designed to be consistent with the City's Master Plan, adopted in June of 2017. The development has been designed to be consistent with the City's Master Plan, adopted in June of 2017. Sited in the Housing section of the City's Policy Guide's Local Goals, it states: *Increase, preserve, and modify overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.*

C. SITE PLAN STANDARDS (Section 14-526)
The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's site plan ordinance and applicable regulations. Staff comments are listed below.

1. Transportation Standards

a. Impact on Surrounding Street Systems and Access and Circulation

ADA compliance is provided at all door locations and for the sidewalk cross-slopes. The parking will be accessed from Danforth Street by a driveway between the existing and proposed buildings. The residential lobby for the proposed building will be located at the ground level on the eastern side and be accessed from the Danforth Street sidewalk. The existing building will continue to be accessed from the existing entrances on State Street. Improvements will also be made to the pedestrian and vehicular access to the adjacent parking lot northwest of the site used by residences of an abutting Gray Street property.

b. Public Transit Access

The public transit requirements do not apply to this project.

c. Parking

Per ordinance requirements in the R6 Zone, the proposed project is required to have a total of 35 spaces:

30-unit residential building requires 1 space/unit after the first 3 units = 27 spaces

38-room lodging house building requires 1 space/five rooming units = 8 spaces

The project will have 18 parking spaces within the surface parking lot on-site. Four (4) spaces will be provided for the lodging house use, two (2) spaces will continue to be used by the abutting Irish Heritage Center, and 12 spaces will be for the residential building. The proposed parking ratio for the residential use is 0.6 spaces/unit. This ratio is expected to be sufficient due to the affordable housing nature of the residential units, as well as the fact that many of the units are small efficiencies and the remainder are one-bedroom units. The ratio of 0.6 is consistent with other reduced parking ratios at properties owned by the Applicant, including the Motherhouse at 605 Stevens Avenue.

Development in the R6 zone must follow the parking requirements from Division 20 of the City's Land Use Code. Division 20 gives the Planning Board the ability to reduce total required parking based the applicant demonstrating that the project requires fewer spaces based on unique conditions, parking analysis, demand management techniques, or a combination of these factors.

d. Bicycle Parking

Twelve bicycle parking spaces are required for the proposed development, which will be provided along the Danforth and State Street Frontages.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

There are no known significant natural features on the site.

b. Landscaping and Landscape Preservation

A landscaping plan was submitted as part of the application. The plan shows a variety of trees, shrubs, and perennials, all listed in the City of Portland Recommended Tree List.

c. Water Quality, Storm Water Management and Erosion Control

Lauren Swett has reviewed the applicants plans and project details, and offers the following comments (Attachment 1):

a. The Applicant has provided erosion and sedimentation control details and a written plan in accordance with the Basic Standards. Erosion control features have been called out on the Construction Management Plan, sheet C-03.

b. The Applicant is not increasing impervious surface, and is not required to provide any treatment or flooding control as required for the General and Flooding Standards.

c. The Applicant is not increasing non-roof redeveloped impervious surface, and is not required to provide any treatment as required for the Redevelopment Standard.

3. Public Infrastructure and Community Safety Standards

a. Public Safety and Fire Prevention

Mike Thompson, Division Chief of the Fire Prevention and Community Outreach Division, has reviewed the submitted plans and found them to be acceptable, noting the following points (Attachment 1):

The address for the new building shall be assigned to the City of Portland E911 Addressing Officer and clearly marked on the street side of the building using Arabic numerals no less than six inches in height.

Fire department access shall have an unobstructed vertical clearance of not less than 13'6".

b. Availability and Adequate Capacity of Public Utilities

The project will be served by Central Maine Power, the Portland Water District, City Department of Public Works. Evidence of utility capacity has been provided for all but sewer capacity, which is currently being reviewed.

4. Site Design Standards

a. Snow and Ice Loading

Based upon the roof design, it is not anticipated that snow or ice loading will be a concern to pedestrians within the public right-of-way or on the applicant's property.

b. View Corridors

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

c. Historic Resources

On August 7th, the Historic Preservation Board voted unanimously to approve, subject to conditions, the design proposal for new construction at 66 State Street. The conditions of approval related to a number of requested design modifications, clarifications. The most significant condition relates to the tone of the fiber cement panels proposed for the building's side elevations (rear portion). The Board required that a single, dark recessive color panel be used at all floor levels so as to minimize any visual distraction as viewed from State Street or Danforth Street.

d. Exterior Lighting

The applicant has submitted a lighting and photometric plan.

e. Noise and Vibration

An Energy Recovery Ventilator (ERV) fan is to be mounted on the proposed building roof, and will not be visible from State or Danforth Streets, or adjacent sites. It is not anticipated that this equipment will result is adverse conditions related to noise and vibration.

Evidence that the mechanicals will meet the zoning noise standards shall be submitted prior to the issuance of a permit.

f. Signage and Wayfinding

All street and wayfinding signage shall meet the requirements of the Manual of Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

Because the site is located in the West End Historic District, any new sign or change in appearance shall be subject to the standards of Article IX and shall require a Certificate of Appropriateness.

g. Zoning Related Design Standards

Because this building is in the West End Historic District, the Historic Preservation Board reviewed the proposed exterior elevations. On Wednesday August 7, 2019, the Historic Preservation Board approved the proposed development at 66 State Street.

h. Construction Management Plan

The applicant has submitted a construction management plan which was reviewed by staff.

C. INCLUSIONARY ZONING – Conditional Use (Section 14-487)

The development located at 66 State Street is proposing to convert the existing building into a lodging house with 38 lodging house units and constructing a new building with 30 units of rental housing within the adjacent parking lot. The new rental units are subject to the inclusionary zoning requirements of Sec. 14-487. The 30-unit rental housing development would provide thirteen (13) units restricted to women earning below 50% AMI (6 efficiencies and 7 one-bedroom), and 17 units restricted to women earning below 60% AMI (8 efficiencies and 9 one-bedrooms). As required by Sec. 14-487, *Ensuring Workforce*

Housing, all developments of 10 dwelling units or more are reviewed as conditional uses, and are subject to the inclusionary zoning requirements.

The applicant is providing a greater percentage of affordable units at lower income targets than required by Division 30, Section 14-487. As the project exceeds the affordability requirements of this section, which requires that at least 10% of the units in the project shall meet the definition of workforce housing unit for sale or for rent, the requirement has been met. However, should the designated units identified affordable units fail to retain their affordability restrictions, the applicant would then be required to provide a minimum of three units designated as workforce housing units.

XI. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board find the 66 State Street redevelopment project meets the applicable standards of Portland's Land Use Code.

XII. PROPOSED MOTIONS FOR THE BOARD TO CONSIDER

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 on August 13, 2019, for application #PL-000684-2019, relevant to the Site Plan Standards of the Land Use Code and Portland's Technical and Design Standards, and other regulations, and the testimony presented at the Planning Board hearing:

1. Driveway Aisle Width

   The Planning Board [finds / does not find] based upon the City Engineer's Review, that extraordinary conditions exist or undue hardship may result from strict compliance with the Technical Manual standard (Section 1.14 [Figure I-29]) which requires that, for 24.00' wide drive aisle for two-way access aisles with 90 degree parking, 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] the Technical Manual standard Section 1.14 to allow the driveway aisle width of 20 feet.

2. Compact Parking Spaces

   The Planning Board [finds / does not find] based upon the City Engineer's Review, that extraordinary conditions exist or undue hardship may result from strict compliance with the Technical Manual standard (Section 1.14) which requires that, for parking lots with greater than 10 spaces may be comprised of up to 20% compact parking spaces, 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] the Technical Manual standard Section 1.14 to allow the proposed number of the parking to be compact spaces.

B. INCLUSIONARY ZONING CONDITIONAL USE

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for the public hearing on August 13, 2019, for application PL-000684-2019, 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 14-484 with the following condition(s), to be met prior to issuance of a Certificate of Occupancy:

Staff has determined this project exceeds the affordability requirements of Division 30, Section 14-487 and recommends the Board approve this conditional use provided:

1) All standard commitment requirements between the City of Portland and the Developer are completed;
2) The Declaration(s) of Restrictive Covenants are filed as covenants to the 66 State Street property deed with the Cumberland County Registry of Deeds before a Certificate of Occupancy may be issue.
3) Should the designated units identified as restricted to households earning up to 50% AMI, and the designated units identified as restricted to households earning up to 60% AMI fail to retain their affordability restrictions, then the Developer and the City should enter into an agreed upon Affordable Housing Agreement (AHA) to ensure a minimum of three (3) one-bedroom units are designated Workforce Units restricted to household earning up to 100% AMI. The Affordable Housing Agreement would 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.

C. SUBDIVISION 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 August 13, 2019, for application # PL-000684-2019 66 State Street relevant to the subdivision 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 subdivision standards of the land use code subject to the following conditions of approval:

PRIOR TO THE SUBMISSION OF THE PLAT FOR PLANNING BOARD SIGNATURE

1. The subdivision plat shall be finalized to the satisfaction of the Planning Authority, Corporation Counsel and Department of Public Works and include clear descriptions of the number, location, type and size of all subdivided units, along with relevant notes and conditions.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

2. The applicant shall provide confirmation of adequate wastewater capacity from the Department of Public Works for review and approval by the Planning Authority

3. The signed subdivision plat shall be recorded at the Cumberland County Registry of Deeds.

D. 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 August 13, 2019, for application #PL-000684-2019, 66 State Street 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 ISSUANCE OF A CERTIFICATE OF OCCUPANCY

1. The applicant shall pay $400 into the City's Street Tree Fund for each required tree that is not provided for each phase of construction, total contributions to be finalized by the Planning Authority in accordance with Section 4.6.4 of the City of Portland Technical Manual.

XIII. ATTACHMENTS

ATTACHMENTS

1. Comment Response Letter
2. Email Comments
3. Energov Comments
4. Construction Management Plans Comments
5. 66 State Street _ Bicycle Parking
6. 2019.08.07_Cover_Letter-Revised_Plans
7. 66 State Street IZ memo to PB (4)

PUBLIC COMMENT

PC1 Deb Gellerson 7-15-19
PC2 Suzanne Hunt 7-17-19
PC3 Elizabeth Parsons 7-17-19
PC4 Steve Morrison 7-22-19

APPLICANT'S SUBMITTALS

A - DEVELOPMENT DESCRIPTION
B - RIGHT TITLE AND INTEREST
C - STATE AND FEDERAL PERMITS
D - LAND ORDINANCE REVIEW
E - EASEMENTS OR OTHER BURDENS
F - TECHNICAL AND FINANCIAL CAPACITY
G - CONSTRUCTION MANAGEMENT PLAN
H - NATURAL FEATURES
I - STORMWATER MANAGEMENT
J - CONSISTENCY WITH CITY MASTER PLANS

K – UTILITIES
L - SOLID WASTE
M - FIRE SAFETY
N - CONFORMITY WITH APPLICABLE DESIGN STANDARDS
O – HVAC
P - CHECKLIST- LEVEL 2 & 3
Q - WAIVER TABLE
R - ZONING ANALYSIS TABLE
S - WASTEWATER CAPACITY APPLICATION
T. 2019.07.09_COMMENT RESPONSE LETTER
U. 2019.08.07_COVER_LETTER-REVISED_PLANS
V. LIGHT FIXTURE SPECSHEET

PLANS

P1. COVER
P2. GENERAL NOTES
P3. EXISTING CONDITIONS & DEMOLITION PLAN
P4. CONSTRUCTION MANAGEMENT PLAN
P5. SITE (1)
P6. SITE
P7. SITE PLAN ALT PARKING
P8. GRADING DRAINAGE EROSION
P9. UTILITY PLAN
P10. SITE DETAILS
P11. UTILITY & DRAINAGE DETAILS
P12. ESC NOTES
P13. LANDSCAPE PLAN
P14. PLANTING PLAN
P15. LIGHTING PHOTOMETRIC PLAN
P16. EAST RENDERING
P17. SOUTH RENDERING
P18. 66 STATE STREET FLOOR PLANS
P19. ELEVATIONS
P20. BOUNDARY & TOPOGRAPHIC SURVEY

TERRADYN CONSULTANTS, LLC

Pineland
Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland
565 Congress Street, Suite 310
Portland, ME 04101

July 9, 2019

Andrew Tufts, City Planner
Planning & Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: 66 State Street Mixed Use
Response to Peer Review Comments

Dear Andrew:

Our office received peer review comments for the above referenced project from Jeff Tarling, City Arborsit, Mike Tremblay, P.E., Senior Engineer DPW, Robert Thompson, Fire Department and Lauren Swett, Civil Engineering Peer Review on July 2, 2019. We have reviewed the comments and have prepared the responses presented below. For clarity, each comment is repeated in italics, followed by our response.

Article 1: Landscape, Jeff Tarling, City Arborist

Comment 1: *Bench on corner of State and Danforth Streets gets frequent use and should remain or be enhanced.*

Response: The bench within the State Street esplanade in front of the project site will remain.

Comment 2: *The City Arborist will continue to work with the applicant on selection of tree and plant species on site.*

Response: No Response Necessary

Comment 3: *Street Trees, existing and proposed should be shown along Danforth Street.*

Response: Existing street trees are shown on sheet C-2.1 Existing Conditions and Demolition Plan. One street tree exists along the Danforth Street frontage directly in front of the proposed building. It must be removed for the construction of the building and installation of underground utilities. Three street trees exist along the site's State Street frontage and will remain.

The applicant will work with the City Arborist to specify a reasonable number of street trees along the site's Danforth Street frontage. Due to the financial difficulty in developing affordable housing in Portland, the applicant is seeking relief from the requirement to contribute to the City's Tree Fund for the remaining required additional street trees.

Article 2: Department of Public Works, Mike Tremblay, P.E.

Comment 1: They have several deficiencies in terms of parking aisle widths and parking space sizes, including a high percentage of compact spaces (13/22), too narrow a drive aisle for 4-5 of the spaces, and no turnaround at the end of the parking lot. However, much of these deficiencies exist already. The drive aisle width may be particularly problematic for the handicap space, but I can't find anything in ADA that discusses drive aisle width for accessing a space.

Response: No Response Necessary

Comment 2: Regarding the drive aisle that is as narrow as 14 feet, it is likely that vehicles will use the flush concrete walkway to turn into and out of these spaces. The flush nature of this walkway allows for additional maneuvering space, but may feel less safe for pedestrians and may contribute to maintenance issues on the walkway.

Response: No Response Necessary.

Comment 3: They have two HP spaces. For a 22-space lot, only one is required; however they have two somewhat separate parking areas so providing two is a good idea. However, neither space is technically van-accessible, since for a van space you need an 11-foot wide accessible space with a 5-foot aisle, or an 8-foot space with an 8-foot aisle. Space 1 is a 9-foot space with a 7-foot aisle, so the Applicant should simply restripe that space so it is an 8-foot space next to an 8-foot aisle, and sign that space as a van-accessible space.

Response: Handicap space 1 beneath the proposed building has been re-striped to be 8’ wide with an 8’ aisle. A label has been added to sheet C-3.0 to specify a van accessible ADA parking space sign. The total width of handicap space 20 is 8’ + 7’ = 15’. This is 1’ less than a van accessible space but is adjacent to a flush concrete walk so it may be utilized as a van accessible space. A label has been added to sheet C-3.0 to specify an ADA parking space sign.

Comment 4: Typically, new residential uses need to provide street trees. None appear to be proposed.

Response: The applicant will work with the City Arborist and project Landscape Architect to provide street trees along the site’s Danforth Street frontage.

Comment 5: The orientation of the bricks in the driveway should be the same as the sidewalk, running widthwise across the driveway, such that long parallel seams do not run along the length of the sidewalk/driveway.

Response: The driveway apron bricks were designed to be oriented in the opposite direction than the sidewalk bricks based on as-built conditions of other recent brick driveway aprons observed within the City of Portland and other projects we recently designed that received City approval. The long parallel seams run against the direction of vehicular traffic but with the direction of pedestrian traffic. If the driveway apron brick orientation does need to be changed to meet City standards, we will work with staff to make these updates.

Comment 6: Typically, driveways that serve 10+ parking spaces need to be 20 feet wide. The diagonal access driveway that serves the existing paved parking area is only 13.5 feet wide. I don't see a way to avoid this, but they may need a waiver regardless for the land transfer.

Response: The applicant will request a waiver as needed to allow this drive aisle to be 13.5’ wide. The existing drive aisle into this parking area is approximately 12.8’ wide.

Comment 7: The Applicant will be required to repair all of their trenches with one patch, as there are five service connections in close proximity to one another.

Response: The trench will be repaired with one patch as shown on sheet C-2.1. We have added this patch to sheet C-3.0 for clarity.

Article 3: Fire Department, Robert Thompson

Comment 1: The address for the new building shall be assigned by the City of Portland E911 Addressing Officer and clearly marked on the street side of the building using Arabic numerals no less than six inches in height.

Response: No Response Necessary

Comment 2: Fire Department access shall have an unobstructed vertical clearance of not less than 13'6".

Response: No Response Necessary

Comment 3: The Fire Department has no further concerns on V1 of the site plan.

Response: No Response Necessary

Article 4: Civil Engineering Peer Review, Lauren Swett

Comment 1: I have reviewed their stormwater discussion, and agree that with the proposed minor increase in impervious surface, and reduction in non-roof impervious surface they are not required to comply with the General and Flooding Standards.

Response: No Response Necessary

Comment 2: The Applicant has provided erosion & sedimentation control notes and details, but I did not see the ESC measures shown on a plan. Locations of proposed measures (stabilized construction entrance, silt sack, and silt fence) should be shown on the plans. I suggest they include a silt sack on the downstream catch basin on Danforth Street.

Response: Erosion & sedimentation control measures have been added to sheet C-4.0. A silt sack is now included on the downstream catch basin on Danforth Street.

Comment 3: *I'd suggest they look at the doorways on the proposed new building – both at the western end of the new building and within the parking area - to make sure site drainage will not affect the doors. Some additional grading detail with spot grades and flow arrows may be necessary.*

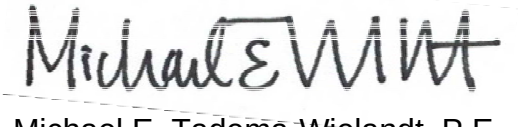
Response: The spot grades at the building doors within the parking area beneath the proposed building (near parking spot 1), at the trash room and at the western stair were raised slightly to avoid impacts from site drainage.

Comment 4: *I do not see a connection for roof runoff from the existing building. I'd suggest they show that on the plan and confirm that the existing connection to the storm drain is adequate for the runoff from both the existing and proposed building.*

Response: We believe that there is a roof drain connection from the existing building but do not know the location at this time. We will work to locate this roof drain pipe and add it to the plans.

We trust that the above responses and revised plans (C-3.0 and C-4.0) uploaded to the City's e-plan system address the comments. Please contact me directly with additional questions or concerns.

Sincerely,
TERRADYN CONSULTANTS LLC



Michael E. Tadema-Wielandt, P.E.
Vice President

cc. Kevin Bunker
David Lloyd

Att. 2

Portland Maine | Yes. Google's good here.

Andrew Tufts <atufts@portlandmaine.gov>

66 State Street Workshop Comments

8 messages

Andrew Tufts <atufts@portlandmaine.gov> Tue, Jul 16, 2019 at 9:14 AM
To: Mike Tremblay <mtremblay@portlandmaine.gov>, Lauren Swett <lswett@woodardcurran.com>

Hello,

Have either of you had a chance to look at the comment response letter for 66 State Street?

If you have any additional comments could you get them to me?

I'm writing to PB MEMO this week and will be out for the next two weeks.

Best,

--
Andrew Tufts
Project Planner
Planning and Urban Development Department

389 Congress Street 4th Floor
Portland, ME 04101
atufts@portlandmaine.gov
(207) 874-8724

Mike Tremblay <mtremblay@portlandmaine.gov> Tue, Jul 16, 2019 at 10:29 AM
To: Andrew Tufts <atufts@portlandmaine.gov>
Cc: Lauren Swett <lswett@woodardcurran.com>

Andrew,

- As noted in my previous Comment 5, the orientation of the brick should be the same as the sidewalk, running perpendicular to the path of pedestrian travel. We recognize that this is not what most driveways look like in the area; however, this is the City's policy as of recently. Please correct the orientation of the bricks in the site driveway to match that of the adjacent sidewalk.

- The plan continues to show an extension of the esplanade for a distance of about 28 feet east of the driveway. DPW continues to prefer that this remain brick to create an extended brick sidewalk width between the site driveway

- Field observations conducted by DPW in July 2019 indicate that the sidewalks serving the site along Danforth Street are in poor condition, with significant rutting and heaving, creating an uneven walking surface. Currently, sidewalk reconstruction is only proposed between the site driveway and the western edge of the project frontage. Reconstruction of this sidewalk per City standards should be required between the western edge of the site frontage and the extension of the property line along State Street, where brick sidewalks are in good condition. A detail for brick sidewalk with bituminous base is attached.

- It is difficult to verify the cross-slope of the sidewalk. Spot grades are provided only at the driveway, where it appears the sidewalk is 5.8 feet wide with a difference in grade of 0.13 feet. This represents a cross-slope that is slightly over 2.0%. This may be the result of a rounding error; however, please note that ADA allows for no tolerance in sidewalk grades; 2.0% is the maximum allowable cross-slope. DPW generally recommends that sidewalks be designed to a 1.5% cross-slope to allow for some construction tolerance. Additional spot grades are requested along the sidewalk, including on both sides of the driveway and at the bottom of the driveway.

- The driveway apron detail is not acceptable as a 2% maximum cross-slope will not be achievable over the entire driveway. The driveway slopes from an elevation of 93.58 to somewhere less than 93 feet; even a bottom elevation of 93.00 represents a 4.5% average cross-slope. The driveway should be designed to provide a 5-foot minimum pedestrian walkway that is 2% maximum cross-slope, and the driveway apron should be adjusted accordingly. A detail is attached.

Thank you,
Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

[Quoted text hidden]

2 attachments

Figure_I_9A_DrivewayApron_rev2019.pdf
147K

Figure_I_10_BrickSidewalkWithBituminousBase_13march2019.pdf
45K

Andrew Tufts <atufts@portlandmaine.gov> Tue, Jul 16, 2019 at 11:23 AM
To: Mike Tremblay <mtremblay@portlandmaine.gov>

Thanks Mike!

Also, have you had a chance to look at the parking data on 132 Marginal Way? It came in from Will last week.
[Quoted text hidden]

Mike Tremblay <mtremblay@portlandmaine.gov> Tue, Jul 16, 2019 at 11:38 AM
To: Andrew Tufts <atufts@portlandmaine.gov>

Andrew,

I'm not seeing it in ePlan, do you have it handy?

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

[Quoted text hidden]

Andrew Tufts <atufts@portlandmaine.gov> Tue, Jul 16, 2019 at 11:40 AM
To: Mike Tremblay <mtremblay@portlandmaine.gov>

Just forwarded it!
[Quoted text hidden]

Andrew Tufts <atufts@portlandmaine.gov> Wed, Jul 17, 2019 at 3:11 PM
To: Lauren Swett <lswett@woodardcurran.com>

Hey Lauren,

You mentioned at Dev Rev that you would get your comment-response-comments to me sometime soon..

Any chance I could get them this afternoon? Tomorrow is okay too but the sooner the better, so I know what to tell Christine.

Thanks!
[Quoted text hidden]

Lauren Swett <lswett@woodardcurran.com> Wed, Jul 17, 2019 at 4:02 PM
To: Andrew Tufts <atufts@portlandmaine.gov>

Hi Andrew,

Sorry, I'm just back to my desk after this mornings meeting! I have reviewed. They've addressed my comments on erosion control and grading adequately.

They've noted that they think there is a roof drain connection from the existing building on the site, and they will be doing a site investigation and will add it to the plans. Locating their roof drain is not something that needs to be a condition of approval, but if they aren't planning to do this until they are under construction, I'd suggest it be added as a note on their plans.

Other than that, I have no other comments.

If you have any questions, let me know.

Thanks,

Lauren

[Quoted text hidden]

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Andrew Tufts <atufts@portlandmaine.gov> Wed, Jul 17, 2019 at 5:43 PM

To: Lauren Swett <lswett@woodardcurran.com>

Thanks Lauren!

[Quoted text hidden]

PLAN CORRECTIONS REPORT PL-000684-2019
FOR CITY OF PORTLAND

PLAN ADDRESS: 66 State St
Portland, Maine 04102

PARCEL: 044 H001001

APPLICATION DATE: 05/24/2019

SQUARE FEET: 0.00

EXPIRATION DATE:

VALUATION: $0.00

DESCRIPTION: Development of a proposed 4-story affordable housing residential building and the re-development of an existing 3-story building into 38 single room occupancy bedrooms and support services.

CONTACTS	Name	Company	Address
Agent/Representative	Michael Tadema-Wielandt	Terradyn Consultants, LLC	565 Congress Street , 21 Portland, ME 04101

Comments & Corrections Required

City Arborist — Jeff Tarling

Civil Engineering - Third Party Reviewer — Lauren Swett

DPW Document Review — Bill Scott

DPW Engineering — Mike Tremblay

Comment(s)/ Recommendation(s):

1. Utility Plan: Utility trench should be shown on the plan. Given the proximity of the utilities, the trench should have a single trench repair. The gas and UGE trench should extend across the entire width of the roadway.
2. Site plan: The extension of the landscape area north of the driveway should not be shown. This area is brick today and should remain brick.
3. Site plan: One or more street trees should be provided along Danforth Street.
4. Site plan: The orientation of the brick in the site driveway is incorrect. Bricks should run in the same orientation as the adjacent sidewalk.
5. Site plan: Drive aisle in the parking area is too small; 24 feet would generally be required. This reflects an existing condition; vehicles will likely use the flush concrete walk to maneuver into spaces.
6. Site plan: No snow storage is shown on the plan.
7. Site plan: Two HP spaces are provided. Only one is required per 25 spaces, however, given the two buildings that these spaces access, it is a good idea to provide two. Space 1 should be slightly restriped to provide an 8-foot clear area next to an 8-foot HP space; this will allow the space to be an HP Van space (one required). Space 20 may be an HP Van space as well; while the striped clear area isn't wide enough, it is adjacent to a flush concrete walk.
8. Site plan: A waiver will be required for the number of compact spaces (13 out of 22).

DPW Street Openings — Rhonda Zazzara

DPW Water Resources Compliance — Doug Roncarati

DPW Water Resources Engineering — Brad Roland

Fire — Robert Thompson

Comment(s)/ Recommendation(s):

The address for the new building shall be assigned by the City of Portland E911 Addressing Officer and clearly marked on the street side of the building using Arabic numerals no less than six inches in height.

Fire Department access shall have an unobstructed vertical clearance of not less than 13'6".

The Fire Department has no further concerns on V1 of the site plan.

Parking — John Peverada

Planning	Andrew Tufts
Traffic - Third Party Reviewer	Tom Errico
Transportation/Planning	Bruce Hyman
Zoning	Pool Zoning
Historic Preservation	Pool Historic Preservation

Conditions Required

Portland Maine | Yes. Google's good here.

Andrew Tufts <atufts@portlandmaine.gov>

Construction Management Plans

Mike Tremblay <mtremblay@portlandmaine.gov> Thu, Aug 8, 2019 at 12:04 PM
To: Andrew Tufts <atufts@portlandmaine.gov>

Andrew,

For 66 State Street:

- Contractor parking: All contractor parking should take place on-site or at another designated off-site location. On-street parking should not be utilized by construction personnel.

- Contractor shall confirm that the sidewalk is required to be closed for the duration of work, or if full closure is required only for sidewalk/streetscape work. The extent of the closure is essentially the full block of Danforth Street between State and Winter streets, which is undesirable. Additionally, the location where pedestrians are directed to cross in the vicinity of Winter Street does not have an existing crosswalk and the geometry of this intersection is not optimal for a temporary crosswalk, this would require pedestrians to cross as far away as Brackett Street. DPW recommends that a temporary pedestrian walkway be constructed in the parking lane along the site frontage. The temporary walkway shall be at least 4 feet wide, with a detectable, crash-rated barrier (such as a jersey barrier) between the walkway and travel lane. Temporary ADA ramps shall be provided at either end of the walkway. The walkway should be as short as necessary to get around the necessary sidewalk closure; for example, it may extend along the full site frontage during sidewalk and streetscape work, but a shorter walkway is likely all that is needed during most of the construction activity.

- The CM plan appears to assume full closure of the site. How will parking and access be handled for the existing users of the site during construction?

For 132 Marginal Way, they don't provide a plan and their narrative is boilerplate. Since there is no ROW work, I have no comment.

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

[Quoted text hidden]

Att. 5

Portland Maine | Yes. Google's good here.

Andrew Tufts <atufts@portlandmaine.gov>

66 State Street : Bicycle Parking

3 messages

Bruce Hyman <bhyman@portlandmaine.gov> Thu, Aug 8, 2019 at 4:22 PM
To: Andrew Tufts <atufts@portlandmaine.gov>

Good afternoon, Andrew,

I'd like to ask the applicant if there is any room within the buildings for longer term covered bike parking, either internal bike storage for the residents of one or both buildings OR any locations for covered parking outside.

Many of the residents - along with the reduced on-site parking - are likely to be reliant on bicycling for transportation. The six bike hitches within the public ROW/on the sidewalk are good for short-term storage/comings and goings during the day and foir visitors, but won't best meet longer term and secure bike parking.

Just a thought at this late stage in the review to help meet their residents' needs.

Bruce

--
Bruce Hyman
Transportation Program Manager

Department of Planning & Urban Development
389 Congress Street
Portland, Maine 04101
(207) 874-8717 phone

bhyman@portlandmaine.gov
http://www.portlandmaine.gov/1363/Transportation-Division
http://www.portlandmaine.gov
Yes! Transportation's Good Here ....

Andrew Tufts <atufts@portlandmaine.gov> Thu, Aug 8, 2019 at 5:11 PM
To: Kevin Bunker <bunker.kevin@gmail.com>

Hi Kevin,

Bruce Hyman had some last minute thoughts regarding bicycle parking on site. While the project is meeting its requirements, it would be great to know if there was any room for more bicycle storage on site.

The project is in good shape and I will have my report wrapped up tomorrow.

Thanks,
[Quoted text hidden]
--
Andrew Tufts
Project Planner
Planning and Urban Development Department

389 Congress Street 4th Floor
Portland, ME 04101
atufts@portlandmaine.gov
(207) 874-8724

Kevin Bunker <bunker.kevin@gmail.com> Thu, Aug 8, 2019 at 5:17 PM
To: Andrew Tufts <atufts@portlandmaine.gov>, "Hyman, Bruce" <bhyman@portlandmaine.gov>

Yes, and we actually talked about that at the first meeting. I think you were on vacation then. I think I'll be able to provide additional bike storage within the existing building, because I'm pretty sure we're going to have a little bit of extra space.

[Quoted text hidden]

> [Quoted text hidden]
> Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

--
Kevin Bunker
Developers Collaborative
100 Commercial Street, Suite 414
Portland, ME 04101
(207) 766-1632
bunker.kevin@gmail.com

Developers Collaborative. Community-oriented smart growth real estate development. Like us on Facebook.

TERRADYN CONSULTANTS, LLC

Pineland
Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland
565 Congress Street, Suite 201
Portland, ME 04101

August 7, 2019 Project #1824

Andrew Tufts, Project Planner
Planning and Urban Development Department
389 Congress Street, 4th Floor
Portland, ME 04101

Subject: Site Plan Revisions
66 State Street

Dear Andrew:

In response to comments received from the Planning Board and staff, we are providing revised plans for the proposed redevelopment of 66 State Street. The plan changes are described below.

Additional Landscaped Open Space

At the suggestion of the Planning Board, we have added an on-site pocket park to provide area for residents to gather outside. The new open space is located in the center of the site, easily accessible to residents of both the apartments and the lodging house. The addition of the landscaped open space reduces the total number of proposed on-site parking spaces from 22 to 18, unless additional ADA accessible spaces are needed for the building, in which case the number of total parking spaces could be 17. Changes to the proposed on-site parking are further described below.

The amount of proposed landscaped open space now equals the amount of landscaped open space on the existing site (15.5%), eliminating the need for a variance from this dimensional standard.

Revised Parking

The proposal for on-site parking has changed as a result of the new pocket park. The project now includes up to 18 total parking spaces, which will be allocated as follows:

Total Parking Spaces: 18 spaces
Residential Apartments: 12 spaces
Lodging House: 4 spaces
To be used by Irish Heritage Center: 2 spaces

The lodging house will have 1 van accessible ADA parking space, and the apartment building will have at least 1 van accessible ADA parking space. Up to 3 additional ADA spaces may be added for the apartment building as described below.

Alternate Parking Plan

We have created an alternate striping design (sheet C-3.1) in order to comply with Maine State Housing Authority (MSHA) requirements. As you are aware, the construction of the proposed 30-unit affordable housing building will be financed through the Low Income Housing Tax Credit Program (LIHTC) administered by MSHA. In order to qualify for this program, the project must comply with MSHA's design standards. The standards require the applicant to have the ***ability*** to provide a ratio of ADA accessible parking spaces to total parking spaces equal to the ratio of accessible residential units to total residential units. However, it is not necessary to stripe these additional ADA spaces unless handicapped tenants rent the accessible units, which may or may not occur. For this project, the required accessible parking space ratio is calculated as follows:

Total residential units: 30
ADA accessible residential units: 10
Ratio of accessible units to total units: 1:3

The attached Alternate Parking Plan (Sheet C-3.1) includes 4 accessible parking spaces for the 30-unit residential building (1/3 of the total 12 spaces allocated to the use). The additional accessible parking spaces shown on the alternate plan can be added as necessary, based on needs of the residents. In order to maximize the number of parking spaces for all tenants, additional ADA spaces will not be striped unless a disabled tenant requires an accessible space.

Full implementation of the Alternate Parking Plan will result in the loss of 1 parking space for the lodging house use due to the addition of access aisles adjacent to accessible parking spaces. A summary of the proposed parking provided with the Alternate Parking Plan is provided below.

Alternate Striping Plan
Total Parking Spaces: 17 spaces
Residential Apartments: 12 spaces
Lodging House: 3 spaces
To be used by Irish Heritage Center: 2 spaces

The applicant requests that the Planning Board approve both parking schemes, shown on the Site Plan (Sheet C-3.0) and the Alternate Parking Plan (Sheet C-3.1). This will ensure compliance with MSHA design standards and allow the applicant some flexibility in striping the parking lot based on the needs of the residents.

Danforth Street Sidewalk

In response to comments from staff, the plans have been revised to include reconstruction of the Danforth Street brick sidewalk from State Street all the way across the site's frontage, approximately 200 linear feet. We have also added 4 street trees in the Danforth Street sidewalk (Sheet L-3-00). Existing underground utilities serving the buildings on site prevent the addition of more street trees.

Spot grades have been updated on the Grading Plan (Sheet C-4.0) to ensure the sidewalk is constructed in accordance with the city's Technical Manual and ADA requirements. The brick driveway apron detail (Sheet C-6.0) has also been revised for these same reasons.

Closure

We believe that the revisions described above address the comments received to date, and we look forward to discussing the project further with the Planning Board on August 13th. In the interim, please let me know if you have any questions or require additional information.

Sincerely,
TERRADYN CONSULTANTS, LLC

Michael Tadema-Wielandt, P.E.
Vice President

Enc.

cc: Kevin Bunker
Laura Reading
David Lloyd

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

To: Andrew Tufts, Planner, Planning & Urban Development Department

From: Victoria Volent, Housing Program Manager, Housing & Community Development Division

Date: August 7, 2019

Subject: 66 State Street- 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 Division 30, Section 14-487 of the Zoning Ordinance.

Division 30, Section 14-487, Ensuring Workforce Housing, requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. The ordinance under Section 14-487 e 3 also requires the number of bedrooms in the units shall be 10% of the total number of bedrooms in the development.

The development located at 66 State Street proposes converting the existing building into a lodging house with thirty-eight (38) single room occupancy (SRO) housing and creating thirty (30) units of rental housing consisting of fifteen (15) efficiency units, and fifteen (15) one-bedroom units. The lodging house would be affordable to women with incomes not exceeding 50% of the Area Median Income. The thirty-unit rental housing development would provide thirteen (13) units restricted to women earning below 50% AMI, and seventeen (17) units restricted to women earning below 60% AMI. Lodging houses are not defined as dwellings and as such, they are not subject to Division 30, Section 14-487 of the Zoning Ordinance. The thirty-unit rental building is a dwelling, therefore, based on the requirements outlined in Section 14-487, the development is required to provide a minimum of three (3) one-bedroom units for households earning at or below 100% AMI. The applicant has elected to provide thirty (30) units, on-site, for householders earning less than 100% AMI. As such, the applicant is providing a greater percentage of affordable units at lower income targets than required by Section 14-487 of the zoning ordinance.

During their July 15, 2019 meeting, the City Council approved an Affordable Housing Tax Increment Financing agreement (AHTIF) to help finance the lodging and rental building. Disbursement of funds requires the completion of the financial document known as the Credit Enhancement Agreement. This Agreement guarantees future affordable rentals to qualified households for a period of thirty (30) years. Also, a 30-year Declaration of Covenants that governs the Developer and runs with the land is recorded with the Cumberland County Registry of Deeds.

Additionally, the Developer has requested HOME funding to finance the rental building (only). The Housing Committee met on July 10, 2019 and voted unanimously (3-0) to forward this item to the City Council with a recommendation for passage. The City Council will hold a first reading of this item during their August 12 meeting, and a second reading during their September 4, 2019 meetings. Disbursement of funds requires the completion of a HOME agreement that will guarantee future affordable rentals to

qualified households for a period of ninety (90) years. Owners are held legally accountable for HOME compliance through a written agreement, deed restriction, or covenant that runs with the land (and are filed with the CCRD) and legal documents that provide for the project financing (such as loan documents or grant agreements). The City is ultimately responsible for repaying funds to HUD if affordability is lost.

Staff has determined this project exceeds the affordability requirements of Division 30, Section 14-487 and recommends the Board approve this conditional use provided:

1) All standard commitment requirements between the City of Portland and the Developer are completed;
2) The Declaration(s) of Restrictive Covenants are filed as covenants to the 66 State Street property deed with the Cumberland County Registry of Deeds before a Certificate of Occupancy may be issue.
3) Should the designated units identified as restricted to households earning up to 50% AMI, and the designated units identified as restricted to households earning up to 60% AMI fail to retain their affordability restrictions, then the Developer and the City should enter into an agreed upon Affordable Housing Agreement (AHA) to ensure a minimum of three (3) one-bedroom units are designated Workforce Units restricted to household earning up to 100% AMI. The Affordable Housing Agreement would 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.

Sincerely,

Victoria Volent
Housing Program Manger

1 DEVELOPMENT DESCRIPTION

1.1 OVERVIEW

Developers Collaborative, doing business as DC 66 State LLC, intends to renovate an existing 3-story building and construct a 4-story residential building on a 23,497 square foot parcel located at 66 State Street on the corner of State and Danforth Streets in Portland, Maine. The proposed project will result in 30 affordable income-qualified residential units in the new building, and approximately 38 lodging house units and support services in the existing building. The project site is made up of an existing 22,137 SF parcel (Lot 1, Block H, Map 44) owned by DC 66 State LLC and the acquisition of approximately 1,359 SF from the abutting St. Dominic's Condominium parcel (Lot 4, Block H, Map 44). The site is currently developed with the existing 3-story building and paved parking areas.

1.2 PROJECT PURPOSE AND NEED

The proposed project includes redevelopment of a previously developed lot in an area that has utility infrastructure in place and will provide residential units that are compatible with the existing neighborhood.

Parking for the development will be located on site in existing surface parking areas and beneath a portion of the proposed building in a surface lot. Vehicular access to the site will be from Danforth Street in the vicinity of where the site is accessed today. The ground floor of the proposed building will house a lobby for the residential use and utilities. The ground floor of the existing building will also house utilities. Inclusionary Zoning requirements will be satisfied because all of the new units on site will be affordable housing.

1.3 EXISTING CONDITIONS

The existing site is located on the western corner of State and Danforth Streets in Portland's West End neighborhood and is developed with the existing 3-story non-profit office and social club building and paved parking area. Nearly the entire site is covered with impervious surface. Underground utilities in State and Danforth Streets include water, gas, and sewer. Overhead power and telecom services are on poles located on State and Danforth Streets.

The existing 3-story building currently houses offices for Amistad and Catholic Charities as well as Amistad's day drop-in program.

Both State and Danforth Streets feature brick sidewalks with granite curb, and on-street parking exists on Danforth Street. The sidewalk on State Street appears to have been reconstructed recently while the sidewalk on Danforth Street appears to be older. State street also features mature street trees and street lights mounted on utility poles. Vehicular access to the site is from Danforth Street. The street conditions are as follows:

Street Name	Description	On-street Parking	Sidewalk	Notes
State Street	Approximately 40' wide paved way. 100' wide public ROW. One-way traffic in two lanes.	No.	Brick both sides with esplanade.	Sidewalk is new in front of the site.
Danforth Street	Approximately 40' wide paved way. 66' wide public ROW. Two-way traffic in two lanes.	Yes, parallel both sides.	Brick both sides with esplanade.	

State Street abuts the site to the north, Danforth Street abuts the site to the east, The Danforth Inn abuts the site to the south, and residential uses abut the site to the west.

The site has an elevation change of approximately 12' across the parcel. It generally slopes from west to east. Photos of the existing site are provided in Attachment 1-A.

1.4 PROPOSED DEVELOPMENT

The development program includes the following components:

1.4.1 ON-SITE

A new four-story building with a footprint of 5,449 square feet will be constructed on the site to provide 30 affordable residential units, and the existing 7,303 square foot building will be renovated to provide approximately 38 lodging house bedrooms. The new building will feature ground floor parking and 30 residential units on floors 1 through 4 made up of 16 1-bedroom units and 14 efficiency units. The new building will also feature a lobby, common room, laundry room, trash room and utility rooms on the first floor. The existing renovated building will also feature a common kitchen and dining area, common bathroom facilities, a utility room housing the geothermal heating equipment, and office space for support staff. The proposed project is within the R6 zone. Elevation views and perspective renderings of the proposed building are provided in Attachment 1-B.

The parking will be accessed from Danforth Street by a driveway between the existing and proposed buildings. The residential lobby for the proposed building will be located at the ground level on the eastern side and be accessed from the Danforth Street sidewalk. The existing building will continue to be accessed from the existing entrances on State Street. Bicycle storage will be provided at bike hitches along the Danforth and State Street frontages. Solid waste storage areas are proposed on the first floor of both the existing and proposed buildings. The mail slots for the 30 proposed units will be located in the proposed building lobby as shown on the architectural plans.

1.4.2 OFF-SITE IMPROVEMENTS

The applicant is proposing improvements to the Danforth Street sidewalk along the project site including improved vehicular entrance to the project site. Improvements will also be made to the pedestrian and vehicular access to the adjacent parking lot northwest of the site used by residences of an abutting Gray Street property.

1.5 TRAFFIC

The 30-unit affordable residential apartment project is expected to generate 163 vehicle trips during an average weekday, and 12 trips during the PM peak hour. Trip generation data was taken from the ITE Trip Generation Manual, 10th edition; trip calculations are found below:

Multifamily Housing (Mid-Rise)

- 5.44 trips/unit on an average weekday * 30 units = 163.2 trips/weekday
- 0.41 trips/unit during the PM peak hour * 30 units = 12.3 trips/PM peak hr

The approximately 38 lodging house bedrooms will generate traffic based on employee trips. Employee trips are expected to generate 32 vehicle trips during an average weekday, and 8 trips during the PM peak hour. Trip generation data was taken from the ITE Trip Generation Manual; trip calculations are found below:

Small Office Building

- 7.98 trips/employee on an average weekday * 4 employees = 31.9 trips/weekday
- 1.91 trips/employee during the PM peak hr * 4 employees = 7.6 trips/PM peak hr

The project is expected to generate a total of 195 vehicle trips during an average weekday, and 20 trips during the PM peak hour, however, the overall traffic generation of this project is expected to be less than estimated due to the affordable housing nature of the residences, and the project proximity to places of work and entertainment, which will encourage walking and alternative modes of transportation. The relatively small amount of traffic that will be generated by the project is not expected to have a significant effect on the surrounding street network.

1.6 PARKING

Per ordinance requirements in the R6 Zone, the proposed project is required to have a total of 35 spaces:

- 30-unit residential building requires 1 space/unit after the first 3 units = 27 spaces
- 38-room lodging house building requires 1 space/five rooming units = 8 spaces

The project will have 22 parking spaces within the surface parking lot on-site. Two (2) spaces will be provided for the lodging house use, two (2) spaces will continue to be used by the abutting Irish Heritage Center, and 18 spaces will be for the residential building. The proposed parking ratio for the residential use is 0.6 spaces/unit. This ratio is expected to be sufficient due to the affordable housing nature of the residential units, as well as the fact that many of the units are small efficiencies and the remainder are one-bedroom units. The ratio of 0.6 is consistent with other reduced parking ratios at properties owned by the Applicant, including the Motherhouse at 605 Stevens Avenue. The applicant's professional management experience indicates fewer parking spaces per unit when the units are small works from a marketing and management perspective.

Twelve bicycle parking spaces are also required, which will be provided at bike hitches along the Danforth and State Street frontages.

1.7 UTILITIES AND STORMWATER

The proposed project will include the installation of new utility services to the proposed building. Utility services to the existing building will remain. All new utility services will be provided from the existing utilities available within Danforth Street. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0). More information on proposed utility services is provided in Section 11 of this application.

Post-development stormwater runoff will closely follow existing runoff patterns. Runoff from portions of the site and the proposed building roof will enter the existing on-site stormdrain system. The proposed project results in an increase of approximately 882 SF of impervious area, but a decrease in non-roof impervious coverage. More information on stormwater runoff from the site is provided in Section 9 of this application.

1.8 ATTACHMENTS

Attachment 1-A – Existing Site Photographs
Attachment 1-B – Building Elevation Views & Renderings

ATTACHMENT 1-A

Existing Site Photographs

Photo 1 – Existing 66 State Street building taken from Danforth Street looking northeasterly.

Photo 2 – Danforth Street sidewalk and existing driveway apron to the site, looking westerly.

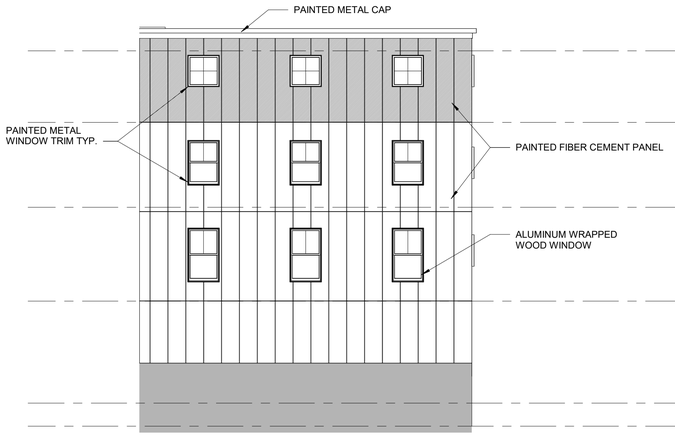
Photo 3 – Interior of the site with surface parking lot looking northeasterly. 66 State Street building located on the right and abutting church building located on the left.

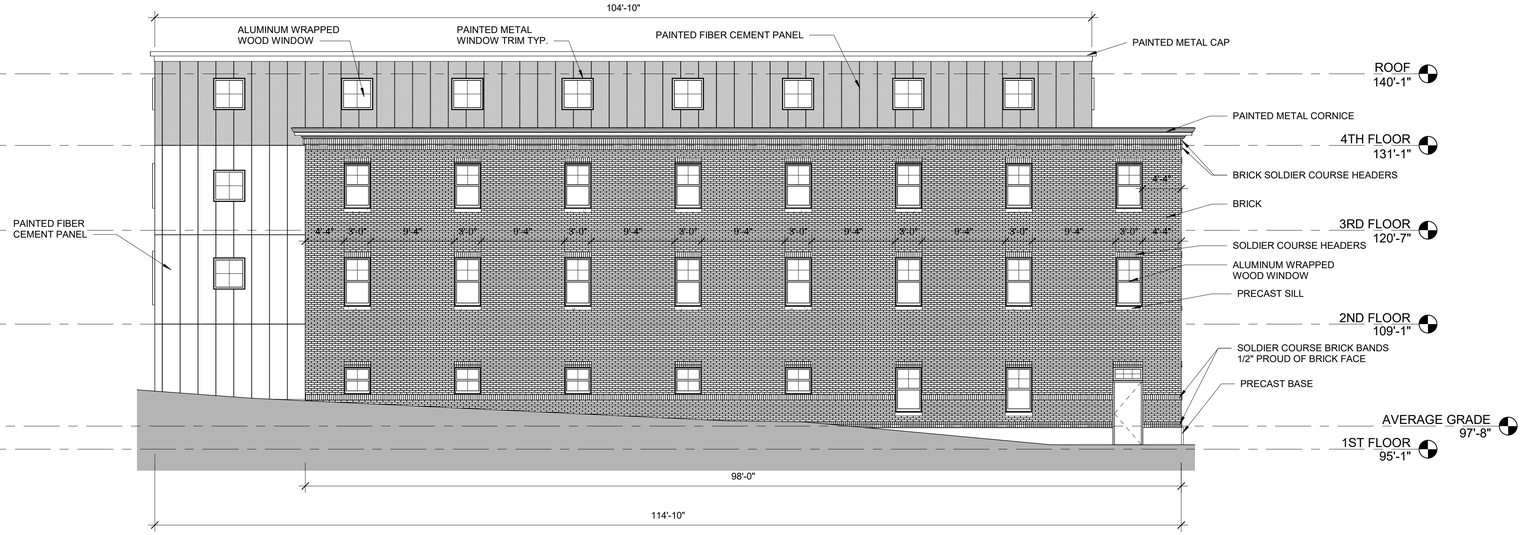
Photo 4 – Proposed building site on the existing parking lot. Looking southerly from the abutting parking lot.

Photos taken on 7/26/2018 by Terradyn Consultants, LLC

ATTACHMENT 1-B

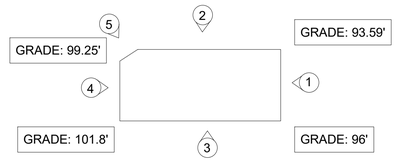
Building Elevation Views & Perspective Renderings





4 | REAR ELEVATION
1/8" = 1'-0"

3 | WEST ELEVATION
1/8" = 1'-0"

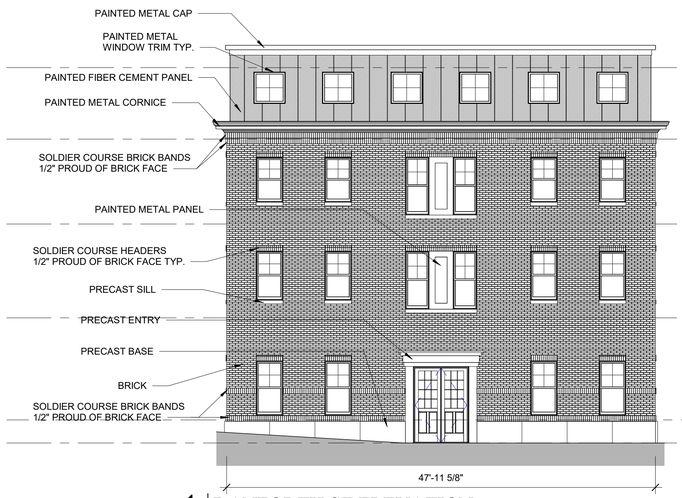


GENERAL NOTE:

1. DARKEST BRICKS CULLED FROM OLD PORT BLEND TO BE USED FOR ALL SOLDIER COURSES.

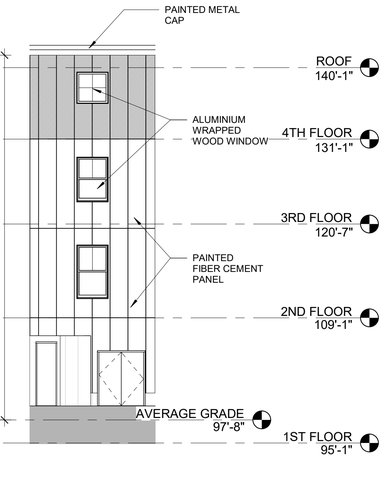
GENERAL NOTES:

1. AVERAGE GRADE BY DEFINITION: GRADE TAKEN AT THE FOUR (4) BUILDING CORNERS DIVIDED BY FOUR (4) - 96.00" + 93.59' +101.8' + 99.25'= 390.64' /4 = 97'8"
2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT FROM AVERAGE GRADE TO HIGHEST POINT OF THE ROOF BEAMS = 43' - 9 3/4"



1 | DANFORTH ST ELEVATION
1/8" = 1'-0"

2 | EAST ELEVATION
1/8" = 1'-0"



5 | REAR CORNER ELEVATION
1/8" = 1'-0"

Prepared For:
Owner
Address
City, State

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

Project:
66 STATE STREET
NEW BUILDING
PORTLAND, ME 04101

Revisions:

Scale: 1/8" = 1'-0"

Date: 6 JUNE 2019

Building Elevations

A2.01

867 XC

2 RIGHT, TITLE and INTEREST

2.1 OVERVIEW

The applicant and owner is DC 66 State LLC by deed recorded in the Cumberland County Registry of Deeds in book 34935, page 60. A copy of the property deed is attached in attachment 2-A.

The applicant plans to acquire approximately 1,349 SF of land from the abutting St. Dominic's Condominium parcel (Map 44, Block H, Lot 4). An easement agreement between DC 66 State LLC and St. Dom's Housing Associates Limited Partnership and Maine Irish Heritage Center describes the "transfer area" to be conveyed to DC 66 State LLC and is included in Attachment 2-B.

2.2 ATTACHMENTS

Attachment 2-A – Property Deed
Attachment 2-B – Easement Agreement

ATTACHMENT 2-A

Title, Right, or Interest Documentation

DLN : 1001840030514

QUITCLAIM WITH COVENANT DEED

MAINE REAL ESTATE TAX PAID

KNOW ALL BY THESE PRESENTS, THAT CATHOLIC CHARITIES MAINE, a Maine nonprofit corporation, ("Grantor"), in consideration of One Dollar ($1.00) and other valuable considerations paid by DC 66 STATE LLC, a Maine limited liability company with a place of business and mailing address of 100 Commercial Street, Suite 414, Portland, Maine 04101 ("Grantee"), the receipt of which consideration it does hereby acknowledge, does hereby GRANT unto the said **DC 66 STATE LLC**, WITH QUITCLAIM COVENANT, land with the buildings and improvements thereon located in the City of Portland, Cumberland County, Maine, more particularly described in Exhibit A attached hereto and made a part hereof.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns forever.

In Witness Whereof, the said Catholic Charities Maine, has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Stephen Letourneau, its Chief Executive Officer, duly authorized, this 21 day of June, in the year of our Lord Two Thousand Eighteen.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

Daniel J. Bazemore, Esq
Printed Name of Witness

CATHOLIC CHARITIES MAINE

By: Stephen P. Letourneau
Stephen Letourneau,
its duly authorized
Chief Executive Officer

STATE OF MAINE
County of Cumberland, ss.

June 21, 2018

Personally appeared the above named Stephen Letourneau in his said capacity duly authorized, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public ~~Public~~ Adams At Law
Print name: Thomas A Kelly, Esq
My Commission Expires: Bar No. 7555

EXHIBIT A

A certain lot or parcel of land, together with the building and improvements thereon, situated at the northwesterly corner of State Street and Danforth Street in the City of Portland, County of Cumberland, State of Maine, known as 66 State Street, Portland, Maine, and further described as follows:

Beginning at a monument at the said Northwesterly corner of State Street and Danforth Street; thence by said Sate Street N-39°-49'-50"-W, 98.99 feet to a capped 5/8" reinforcing rod;

Thence through land of the Roman Catholic Bishop of Portland by a line which is parallel with and ten (10.00) feet from the closest brick face of Saint Dominic's Church to Danforth Street, S-50°-34'-15"-W, 119.91 feet to a capped 5/8" reinforcing rod;

Thence continuing through said land of the Roman Catholic Bishop of Portland by two lines which are parallel with and ten (10.00) feet from the brick face of the school building attached to Saint Dominic's Church on the following described courses and distances, N-39°-30'-45"-W, 28.11 feet to a capped 5/8" reinforcing rod;

Thence S-50°-06'-00"-W, 84.07 feet to a capped 5/8" reinforcing rod;

Thence continuing through said land of the Roman Catholic Bishop of Portland by a line which is parallel with and ten (10.00) feet from the most Easterly portion of the Saint Dominic's Church Rectory building, that portion being the brick line of a basement entry doorway S-37°-11'-50"-E, 119.66 feet to a drill hole at the Northerly sideline of said Danforth Street;

Thence by said Danforth Street N-52°-26'-30"-E, 209.49 feet to the point of beginning.

The above described bearings are magnetic 1904.

The above described lot contains 22,159 square feet +/-.

Being the same premises describe in a deed dated June 15, 1992 from The Roman Catholic Bishop of Portland to The Alliance for the Mentally Ill of Greater Portland, which deed is recorded in the Cumberland County Registry of Deeds in Book 10127, Page 81.

Further meaning to convey all easements granted by The Roman Catholic Bishop of Portland to The Alliance for the Mentally Ill of Greater Portland as set forth in said deed dated June 15, 1992 and recorded in Book 10127, Page 81.

This deed is conveyed subject to exceptions and reservations made by The Roman Catholic Bishop of Portland to The Alliance for the Mentally Ill of Greater Portland, Inc., by deed of June 15, 1992, and recorded in Book 10127, Page 81, as cited above.

This property is also conveyed subject to rights and easements granted to Central Maine Power Company and New England Telephone & Telegraph Company in an instrument dated December 20, 1977 and recorded in the Cumberland County Registry of Deeds in Book 4171, Page 171.

The property is conveyed subject to matters shown on a plan entitled "Land Title Survey of Amity Center Lot, 66 State Street, Portland, Maine, Record Owner: The Roman Catholic Bishop of Portland" by Owen Haskell, Inc. dated August 22, 1991, revised through December 2, 1991 (Job No. 91132P), as further revised through June 16, 1992 and recorded in the Cumberland County Registry of Deeds in Plan Book 192, Page 137; and re-recorded December 7, 1994 in Plan Book 194, Page 436.

The property is conveyed subject to interests of the Roman Catholic Bishop of Portland, Winter Danforth Corporation, Alliance for the Mentally Ill of Greater Portland, the City of Portland and Barbara Hathaway, and each of their respective heirs and assigns under a certain Consent Judgment in the matter of City of Portland et al v. Winter Danforth Corporation, et al, dated October 5, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16943, Page 244.

The property is conveyed subject to interests of the St. Dominic's Condominium Association, St. Dominic's Housing Associates Limited Partnership, and Banknorth, NA, and each of their respective heirs and assigns under a certain License Agreement, dated December 30, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18663, Page 101 and a certain Consent to Assignment of License as Collateral dated December 30, 2002 and recorded in said Registry in Book 18663, Page 103.

FOR GRANTOR'S SOURCE OF TITLE, reference may be had to deed from The Alliance for the Mentally Ill of Greater Portland, Inc. to Catholic Charities Maine, dated June 30, 1994, and recorded in the Cumberland County Registry of Deeds at Book 11522, Page 123.

Received
Recorded Register of Deeds
Jun 21,2018 01:44:11P
Cumberland County
Nancy A. Lane

ATTACHMENT 2-B

Easement Agreement

EASEMENT AGREEMENT

This Easement Agreement is entered into by and between the **MAINE IRISH HERITAGE CENTER**, (f/k/a the Irish Heritage Center)**,** a Maine nonprofit corporation with a place of business in Portland, Maine ("MIHC"), and **ST. DOM'S HOUSING ASSOCIATES LIMITED PARTNERSHIP**, a Maine limited partnership with a place of business in Portland, Maine ("St. Dom's"), and **DC 66 STATE LLC,** a Maine limited liability company with a place of business in Portland, Maine ("DC") (MIHC, St. Dom's, and DC are collectively referred to as the "Parties"), in order to determine the ownership and easement rights of each of the Parties relating to certain adjacent properties in the City of Portland, Maine owned by the Parties.

Whereas, MIHC, by virtue of a deed dated December 30, 2002 and recorded in said Registry of Deeds in Book 18630, Page 276, is the owner of Unit 2 (the "MIHC Property") as described in the Declaration of Condominium for St. Dominic's Condominium (the "Condominium") dated December 30, 2002 and recorded in the Cumberland County Registry of Deeds in Book 18630, Page 258 (the "Declaration"), together with said Unit's percentage interests in the common elements and rights to limited common element;

Whereas, St. Dom's, by virtue of a deed dated December 30, 2002 and recorded in said Registry of Deeds in Book 18630, Page 274, is the owner of Unit 1 (the "St. Dom's Property") as described in the Declaration, together with said Unit's percentage interests in the common elements and rights to limited common element;

Whereas, DC, by virtue of a deed dated June 21, 2018 and recorded in said Registry of Deeds in Book 34935, Page 60, is the owner of certain land with the improvements thereon at the northwesterly corner of State Street and Danforth Street in Portland, Maine (the "DC Property");

Whereas, the MIHC Property, the St. Dom's Property, and the DC Property are shown on various plans, including but not limited to (i) the Condominium Plat entitled "Condominium Plat St. Dominic's Condominium" prepared by TFH Architects, dated December 17, 2002 and recorded in Cumberland County Registry of Deeds in Plan Book 202, Page 757, and (ii) the unrecorded plan entitled "As-Built Plan on Gray Street, Portland, Maine" prepared for St. Dominic's Housing Limited Partners by Owen Haskell, Inc., dated March 10, 2004; and (iii) the unrecorded plan entitled "Boundary & Topographic Survey at 66 State Street and Danforth Street, Portland, Maine" prepared for Archetype PA by Owen Haskell, Inc., dated June 14, 2018 (collectively the "Existing Plans");

Whereas, the Existing Plans depict the existing conditions, including the 24' wide access easement running to/from Danforth Street to the parking areas of the Condominium;

Whereas, DC would like to relocate and reconfigure the 24' wide access easement running to/from Danforth Street to the area generally shown as a 20' wide easement running to/from Danforth Street on an unrecorded plan entitled "Proposed Building and Building Renovation, 66 State Street, Portland, ME 04101, Site Plan" prepared for Developer's Collaborative by Terradyn Consultants, LLC, dated July 16, 2018 (the "New Plan"), a copy of which is attached to this Agreement as **Exhibit A** and is incorporated herein by reference;

Whereas, the Parties wish to confirm the ownership and easement rights of each of the Parties, including but not limited to the following items:

(i) terminating a portion of the common elements of the Condominium, being a portion of the limited common element parking area for Unit 1 (the "Transfer Area");

(ii) conveying the Transfer Area to DC, subject to an easement for access and parking in favor of St. Dom's;

(iii) allowing DC to relocate and reconfigure the existing 24' wide access easement to the area shown as a 20' wide easement running to/from Danforth Street on the New Plan (the "Access Easement");

(iv) confirming that a separate existing easement in the vicinity of the southerly corner of Saint Dominic's Church, as set forth in a deed recorded in said Registry of Deeds in Book 10127, Page 81 (the "Existing MIHC Easement"), providing for (a) pedestrian access, (b) handicapped access, (c) supplies and materials access, and (d) repairs and maintenance supplies and equipment access to and from the MIHC Property continues in full force and effect and includes access for emergency vehicles, and such other vehicles from Danforth Street as reasonably necessary for the use and enjoyment of the Existing MIHC Easement;

(v) terminating the existing rights of DC to two (2) parking spaces shown as 21 Compact and 22 Compact on the New Plan, and releasing to MIHC any rights of DC and St. Dom's to said parking spaces; and

(vi) granting a new easement to MIHC for temporary access, laydown and staging areas for future construction on and over the parking and driveway areas along the southerly side of Unit 2 of the Condominium, including the right, at MIHC's election, to access the easement area from State Street. Such access shall not unreasonably interfere with operation of any of DC's buildings and shall, once exercised by written notice, last for no more than 24 months.

NOW, THEREFORE, for good and valuable consideration which the Parties hereby accept and acknowledge, the Parties hereby agree as follows:

1. The Parties will cooperate to terminate the Transfer Area as a common element of the Condominium, and to cause the Transfer Area to be conveyed to DC, subject to an easement in favor of St. Dom's for access and parking.

2. MIHC will consent to DC relocating and reconfiguring the 24' wide access easement from Danforth Street to the easement area as shown on the New Plan, with reasonable minor adjustments as may be required as a result of the planning process for the development of the DC Property; provided such adjustments preserve safe, no less convenient and usable access for passenger vehicle traffic as well as construction, emergency and other vehicles.

3. DC will confirm the uses set forth in the Existing MIHC Easement, that the Existing MIHC Easement runs to and from Danforth Street and that the relocated Access Easement will provide access for emergency vehicles per **Exhibit B** attached hereto and incorporated herein.

4. DC and St. Dom's will each release to MIHC any interest in two (2) parking spaces shown as 21 Compact and 22 Compact on the New Plan.

5. DC will grant easement rights to MIHC for temporary access, laydown and staging areas for future construction and maintenance activities on and over the parking and driveway areas along the southerly side of the Condominium, including, at MIHC's election, access

running from State Street. Such easement shall not interfere in a materially adverse manner with operation of any of DC's buildings, shall be as close as practicable to Unit 2 of the Condominium and shall, once exercised by written notice, last for no more than 24 months. If MIHC elects to use access from State Street, then in such instance MIHC will be responsible for obtaining all necessary approvals from the City of Portland needed to create a temporary driveway from State Street, and shall restore the DC Property at the conclusion of construction to substantially the same condition it w as in before construction.

6. The Parties agree to negotiate in good faith and reasonably cooperate to reach agreement on the terms of any deeds, easements or other instruments necessary to facilitate the above-referenced transactions, including but not limited to requirements for each of the parties to maintain insurance in reasonable and customary amounts and to indemnify the other Parties for claims of injury or damages relating to use of the properties. All maintenance and repair shall generally be performed by and at the cost of the fee owner, except that the easement holder shall be responsible for any damage caused by any easement holder.

7. This Agreement shall become effective upon DC closing on a construction loan closing for development on the DC Property.

8. The Parties acknowledge that they each had an equal opportunity to control the language in this Agreement, and that this Agreement was mutually drafted. The Parties agree that in no event shall this Agreement be presumptively construed against any Party.

9. This Agreement may be executed in counterparts, in which case all such counterparts shall constitute one and the same Agreement. Furthermore, the executed signature pages may be transmitted by facsimile, with the original executed signature pages to be delivered by other means acceptable to the Parties. The Parties agree that this Agreement shall not be effective until it has been executed by all of the Parties. The recitals set forth above are an integral part of this Agreement.

10. Except as expressly amended or terminated herein, all of the easements described in the deed recorded in said Registry of Deeds in Book 10127, Page 81 remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

MAINE IRISH HERITAGE CENTER

Dated: _____ _____

By: _____
Its: _____
Duly authorized

ST. DOM'S HOUSING ASSOCIATES LIMITED PARTNERSHIP

BY: St. Dom's Family Housing, Inc, its General Partner

Dated: _____ _____

By: Kevin R. Bunker
Its: President
Duly authorized

DC 66 STATE LLC

Dated: _____ _____

By: Kevin R. Bunker
Its: Manager
Duly authorized

3 STATE AND FEDERAL PERMITS

The development is subject to Site Plan and Subdivision approval by the City of Portland and Building Permit(s) are also required. No additional State or Federal Permits are required.

4 LAND ORDINANCE REVIEW

4.1 OVERVIEW

The property currently lies within the City of Portland R6 zone. The following Space and Bulk requirements apply to the R6 Zone:

R6 Zone Summary Dimensional and Parking Requirements Applied to 66 State Street		
Zoning Requirements	R6	Provided
Minimum Lot Size	2,000 sf	23,497 sf (Lot 44-H-1: 22,137 SF Acquisition: 1,359 SF)
Minimum Lot Area per Residential Dwelling Unit	725 sf	783 sf
Minimum Lot Area per Lodging House Rooming Unit	250 sf	618 sf
Minimum Street Frontage	20 ft	99 ft
Minimum Front Yard	5 ft or avg. depth of adjacent front yards	8 ft (existing)
Minimum Side Yard	5 ft, or none on a side street	3 ft (side street)
Minimum Rear Yard	10 ft	10 ft
Maximum lot coverage	60%	54%
Landscape Open Space	20%	12.6% *
Maximum Structure Height	45 ft	45 ft
Parking	27 residential spaces (1 space/unit *30 - 3 units) 8 lodging house spaces (1 space/5 rooms*38 rooms)	22 spaces ** (18 residential, 2 abutter, 2 lodging house)
Bicycle Parking	12 spaces	12 spaces

* A variance is being requested to allow the landscape open space area to be 12.6% of the project site.
** The residential and lodging house units are affordable housing so the provided ratio of 0.6 spaces/unit for the residence is expected to be sufficient. See parking Section 1.6 and 14.1 for supporting information.

4.2 SHORELAND ZONING

The site is not located within the Shoreland Zoning District.

5 EASEMENTS OR OTHER BURDENS

5.1 OVERVIEW

Owen Haskell, Inc. completed a boundary and topographic survey of the site in June of 2018. The following are existing easements or burdens associated with the site:

- A 10’ conservation easement along the site’s southwestern property boundary.
- A 24’ wide access easement extending from Danforth Street along the existing parking lot drive aisle to the adjacent lot northwest of the project site.
- A parking easement benefitting the project site and located west of the site along the eastern side of St. Dominic’s Condominium (44/H/4)
- A dumpster license allowing a dumpster for St Dominic’s Condominium to be located on the project site, as shown on the survey.

The 10’ conservation easement will be maintained and replanted as part of this project.

The 24’ wide access easement will be relocated and modified as part of this project. Access to the adjacent lot northwest of the project site will be reconstructed during building construction but will remain as an access easement through the site’s driveway and parking area. The width will be 20’ wide from Danforth Street and narrow to 13.5’ wide behind the proposed building.

The parking easement benefitting the project site will remain in place.

The dumpster license agreement with St Dominic’s Condominium will be dissolved and the dumpster will be removed from the project site.

6 TECHNICAL AND FINANCIAL CAPACITY

6.1 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Developers Collaborative as Project Developers. The Team services will be provided by the following companies and their respective team leaders:

6.2 CONSULTANT TEAM

Civil Engineer	Michael Tadema-Wielandt, P.E. Terradyn Consultants, LLC 565 Congress Street Portland, ME 04101 (207) 632-9010 – Cell (207) 221-1317 – Fax mtw@terradynconsultants.com
Surveyor	John C. Schwanda Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, Maine 04105 (207) 774-0424 – Work (207) 774-0511 – Fax jschwanda@owenhaskell.com
Architect	David Lloyd Archetype, PA 48 Wharf Street Portland, ME 04101 (207) 772-6022 – Work (207) 772-4056 – Fax lloyd@archetypepa.com

6.3 EXPERIENCE OF PROJECT TEAM

The team of consultants retained by the Developer has expertise and experience in the design of similar projects. Resumes of key personnel for the development team can be provided upon request.

The applicant, Developers Collaborative, has extensive experience in the development and management of residential projects of this scale. Developers Collaborative developed the nearby St Dominic's Housing as well as the Nathan Clifford Residences and Motherhouse in Portland. Additional information on the applicant's experience can be found at their website www.developerscollaborative.com.

6.4 FINANCIAL CAPACITY

The applicant has the capacity to finance the proposed project. A letter of financial capacity for the project is contained in Attachment 6-A.

6.5 CONSTRUCTION COST ESTIMATE

The project has an overall construction cost estimate of 7.8 million dollars. This construction cost value is considered preliminary and subject to change as building design and project layout is refined, etc.

6.6 ATTACHMENTS

Attachment 6-A – Letter of Financial Capacity

ATTACHMENT 6-A

Letter of Financial Capacity

Bank of New Hampshire

March 18, 2019

City of Portland
389 Congress Street
Portland, ME 04101

RE: 66 State Street

To Whom It May Concern:

On behalf of the Bank of New Hampshire, I am pleased to provide this letter of support of DC 66 State LLC for the development of 66 State Street. The Bank of New Hampshire has worked with Kevin Bunker, Manager of DC 66 State LLC, and we believe the applicant has the ability to finance projected project costs. In addition, they possess the management skill and development expertise to successfully complete the proposed project on time and on budget.

While this letter of support is not a commitment to lend, the Bank of New Hampshire would welcome the opportunity to be a resource for project financing. Please feel free to call me with any questions.

Sincerely,

Charles A. Schwab
Vice President
Bank of New Hampshire
(207) 577-6395

7 CONSTRUCTION MANAGEMENT PLAN

The following information is provided in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(1).

7.1 CONSTRUCTION MANAGEMENT PLAN

Developers Collaborative is seeking to commence construction of the 66 State Street project during the fall of 2019 and complete work by the summer of 2020. The construction will involve site work, new building construction, and interior renovations of the existing building on site. The attached construction plan outlines the anticipated timeline and sequence of activities.

7.2 ATTACHMENTS

Attachment 7-A – Construction Management Plan

ATTACHMENT 7-A

Construction Management Plan

CONSTRUCTION MANAGEMENT PLAN

Project:
66 State Street
Portland, Maine 04101

Applicant:
DC 66 State LLC
100 Commercial Street, Suite 141
Portland, Maine 04101

Prepared By:
Terradyn Consultants, LLC
565 Congress Street, Suite 201

Construction Manager:
To be determined

A. Construction Management Principles

The following narrative provides an overview of the construction management principles that the Applicant has identified to minimize impacts from the construction of 66 State Street, such as noise, vibrations, ground movement, truck traffic, and other construction related factors to the surrounding buildings and communities.

B. Performance Guarantees, Inspection Fees, Preconstruction Meeting, and Permits

Prior to scheduling a preconstruction meeting and the issuance of any city required permits, the Applicant and Contractor shall meet all of the requirements contained in Section 14-530. Development review fees and post approval requirements and 14-532. General requirements and enforcement of Portland's Land Use Code.

Other permits, as applicable, include

1. **Street Opening and Street Occupancy Permits:** Construction activity in the public right-of-way are controlled by Chapter 25 and sewer and stormwater system connections are controlled by Chapters 24 and 32 of the Land Use Code. All required permits shall be obtained through the Department of Public Works and the requests shall conform with the approved construction management plan.

C. Construction Administration and Communication

The Applicant and Contractor will work diligently to implement a communication strategy as outlined below. The communication strategy is intended to ensure that all construction operations are performed in accordance with all agreements, ordinances and special permits applicable to this project. The Construction Manager will work closely with adjacent abutters, businesses and all parties informed, as far in advance as possible, of scheduled work, particularly work anticipated to cause significant noise, vibrations, or dust.

A Construction Manager has not been selected for the project yet. Once selected, a Contact Person, who will be available 24 hours in the event of an emergency, will be identified and the City shall be notified:

CONTACT PERSON:
To be determined

Construction Signage shall be posted at the site with Contact Information for the Contractor. Construction site signage shall be removed at project completion.

D. Construction Schedule

1. The contractor shall submit a schedule or time line for the construction project, including any Phasing, prior to construction. The project is anticipated to start construction in October 2019.
2. Hours of Construction: Construction may occur during the daytime hours as defined in Section 17-18 of the City Code (Construction Activities) and Section 25-129 of the City Code (Noise, dust and debris).
3. Extended Hours or Night Work: Pursuant to Section 17-18, this section does not apply to emergency utility work or "Situations where the public works authority or the office of building inspections determines that the construction activity is of a unique character which cannot reasonably be completed or performed during the permitted hours and which is not of a recurring nature, provided that prior to engaging in such activity the contractor or his representatives gives notice of the time and scope of such proposed activity, the notice to be given in a manner approved by the public works authority."
4. Material Deliveries: Delivery of materials shall take place during the Hours of Construction listed above and shall be stored on the project site in the locations noted on the Construction Management Plan (Sheet C-2.3).

E. Security & Public Safety

1. The Contractor shall erect the temporary barriers and access gates shown on the Construction Management Plan (Sheet C-2.3) with the intent of separating pedestrian and vehicle circulation from the construction site.
2. The Applicant or Contractor shall purchase and install a knox padlock from the Portland Fire Department to allow access by the Portland Fire Department at the primary access gate.
3. Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 1 Chapter 16. *Safeguarding Construction, Alteration, and Demolition Operations.*

4. Fire Safety Program. An overall construction of demolition fire safety program shall be developed. Essential items to be emphasized include the following:
    - Good Housekeeping
    - On-site security
    - Installation of new fire protection systems as construction progresses
    - Preservation of existing systems during demolition
    - Organization and training of an on-site fire brigade
    - Development of a pre-fire plan with the local fire department
    - Rapid communication
    - Consideration of special hazards resulting from previous occupancies
    - Protection of existing structures and equipment from exposure fires resulting from construction, alteration, and demolition operations
5. Any temporary security lighting fixtures shall feature full cutoff optics to reduce light trespass onto abutting properties.

F. Construction Permitting and Traffic Control Plans

1. Construction Activity in Public Streets: Construction activity in the public right-of-way is controlled by Chapter 25 Article VII of the City Code of Ordinances. Required licenses and permits, restrictions on activity, and fees & area are outlined in that Chapter. Rules and Regulations for Excavation Activity are available through the Street Opening Clerk at the Department of Public Works. At no time can construction activity including delivery vehicles close or block streets or affect public safety access without prior notice and approval of the Department of Public Works.
2. Lane Closures: Underground electric, sewer and water system connections within Danforth Street are expected to result in temporary closure of one lane of traffic in Danforth Street for up to four days. All work resulting in lane closures shall be scheduled and sequenced to minimize the duration of street occupancy.
3. Public Sidewalk Closures: The Danforth Street sidewalk along the project site's Danforth Street frontage will be partially reconstructed as part of the proposed project. This section of sidewalk will be closed while being reconstructed and for the duration of the proposed building construction. Temporary pedestrian signage will direct pedestrians to cross Danforth Street at existing crosswalks and use the sidewalk on the opposite side of Danforth Street, as shown on the Construction Management Plan. No other existing sidewalks are proposed to be impacted by the project.

4. Sewer and Stormwater: Sewer and stormwater system connections are controlled by Chapters 24 and 32 of the City Code of Ordinance. Required permits for new connections are available through the Street Opening Clerk at the Department of Public Works. Rules and Regulations for these utility systems are available through the City Engineer's office of the Department of Public Works and in Section II of the Technical Manual.
5. Work within City Right of Way: Construction activity that impacts the existing public street system must be controlled to protect the safety of the construction workers and all modes of the traveling public.

   Construction operations shall provide for the safe passage of the public through or along the construction work zone. On a case-by-case basis, the Contractor may be allowed to close a street and/or detour a mode of traffic when absolutely necessary for safety. The Contractor shall employ the appropriate techniques and devices as called for in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). In addition:

   - Construction speed signing may be used as needed to slow traffic
   - Traffic Control signs shall not be placed where they are an obstruction to bicycles or pedestrians.
   - In extreme situations, flaggers may be required.
   - Police detail is required at lighted intersections and may be requested by the City's transportation engineer or his designee.

   All existing modes of travel in work zone area shall be accommodated if impacted by the activity. The safe passage of pedestrians, bicyclists, transit providers, and motorists are of equal importance when planning out the work zone; no pre-existing travel mode may be eliminated without the express approval of the Department of Public Works.

   - Traffic control bicycle and pedestrian facilities or routes through work zones shall be maintained until the bicycle and pedestrian facilities or routes are ready for safe operation. Traffic control will not be removed to allow auto travel at the expense of bicycle and pedestrians.
   - Barrier systems utilized to separate the construction activity from the public street and /or sidewalk shall not inhibit sight distances, particularly for visibility of pedestrians and bicyclists.
   - ADA compliance shall be maintained.
   - Use of public parking spaces or the blockage of any portion of sidewalk for the purpose of construction activity shall require an occupancy permit and appropriate fee as assessed by the Department of Public Works.

G. Site Management and Controls

The contractor shall be responsible for maintaining the site in a safe condition and including the following:

1. A solid waste dumpster shall be located on site for the disposal of trash and debris.
2. The Danforth Street and State Street rights of way shall be swept regularly to control the tracking of mud onto adjacent public streets.
3. Dust controls: The construction shall comply with Portland's requirements under Section 25-129 on Noise, dust and debris.
4. Noise: The construction shall comply with Portland's requirements under Section 17-18 of the City Code and Section 25-129 on Noise, dust and debris.
5. Rodent Control will be provided, if applicable, by a professional exterminator and consistent with Chapter 22 of the City Code.
6. Snow Removal: Pursuant to Section 25-173 Contractors to ensure a safe means of travel within the work zone.
    1) Snow/ice removal or commence automatically from (1" of snow and up) or Ice
    2) Remove snow as needed within the work zone, including parking spaces & not to block any driveways or site lines with the piles of snow.
    3) Clear all walks & ramps with the work zone
    4) Sand or Salt as needed
    5) Clear all basin or drainage to help snow melt
    6) This would include Monday-Friday Sat/Sunday/Holidays

H. Erosion Control and Preservation of Trees

1. The Contractor shall install all erosion and sedimentation controls as depicted on the approved erosion and sedimentation control plan prior to the pre-construction meeting for inspection by the City. The Contractor shall regularly inspect the control measures, no less than weekly and after significant storm events, and maintain any installed temporary or permanent stormwater management systems in working order. The Contractor shall document all inspection activities and corrective actions and be prepared to provide these documents for inspection by the City, Maine Department of Environmental Protection or the U.S. Environmental Protection Agency upon request.
2. The storage of materials shall be located in the areas depicted on the Construction Management Plan (Sheet C-2.2).

I. Construction Staging and Deliveries

1. A location for material storage and lay down is shown on the Construction Management Plan. Additional areas may be utilized as available as long as they do not interfere with material deliveries.

J. Parking During Construction

1. Construction Parking: Construction workers shall utilize on-site parking as shown on the Construction Management Plan. Additional off-site off-street parking shall be utilized if necessary. Construction workers shall abide by all posted on-street parking restrictions.

8 NATURAL FEATURES

8.1 OVERVIEW

The development site has been entirely developed and does not contain any significant natural features including wetlands, vernal pools or other protected resources or wildlife habitats. However, there is a 10’ wide conservation easement that must remain vegetated along the site’s southwesterly property boundary that will be maintained and replanted as part of this project.

9 STORMWATER MANAGEMENT

The following information is provided in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-526(b)(3).

9.1 OVERVIEW

The existing project site is entirely developed and slopes from the western property boundary in an easterly direction towards Danforth Street. Stormwater runoff from the project site drains both overland across the eastern property boundary towards Danforth Street and through an existing storm drain network on-site that connects to the combined system in Danforth Street. Danforth Street generally drains easterly towards State Street and the existing city stormdrain system within both the Danforth and State Street right of ways.

Post development stormwater runoff will generally follow existing patterns. Stormwater runoff from a portion of the site will be collected in proposed catch basins that will tie into the existing on-site stormdrain system and drain to the city's system in Danforth Street as it does today. Runoff from the proposed building roof will be collected in a roof drain and discharged to the on-site stormdrain network. The existing building roof drain will remain.

The existing project site contains approximately 19,654 square feet of impervious surface. Redevelopment of the project site will result in an increase of approximately 882 square feet of impervious area and a total impervious surface of 20,536 square feet. Because the proposed building will be located where parking areas exist today, the proposed project will result in a decrease of non-roof impervious area. Therefore, the project is not required to meet the General or Flooding Standards, and does not meet the threshold for redevelopment standards.

The project is not expected to cause ponding, flooding, or erosion problems on or downstream of the site. The relatively small amount of runoff entering the city's storm drain network is not expected to overburden the system.

10 CONSISTENCY WITH CITY MASTER PLANS

10.1 OVERVIEW

Our office is not aware of any applicable Master Plans created for the project site.

11 UTILITIES

11.1 OVERVIEW

The proposed project will involve installation of new utility services to the proposed building. All new utility services will be provided from the franchise utilities available within Danforth Street. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0).

11.2 WATER SUPPLY

The proposed project will receive its water supply from the Portland Water District's (PWD) public water supply system. Separate fire and domestic services will be installed to the building from PWD's existing main in Danforth Street. Terradyn Consultants received an ability to serve letter from PWD on April 2, 2019.

11.2.1 Total Project Water Usage

The total average daily water demand for the proposed residential building is estimated to be 3,600 gallons per day, based on design flows published in the State of Maine Subsurface Wastewater Disposal Rules.

16	x 1 Bedroom Residential Units at 120 gpd/unit	= 1,920 gpd
14	x Efficiency Residential Units at 120 gpd/unit	= 1,680 gpd
	Total	= 3,600 gpd

The total average daily water demand for the existing building after renovations is estimated to be 1,700 gallons per day, based on "boarding house with meals" design flows published in the State of Maine Subsurface Wastewater Disposal Rules.

180 gpd for a boarding house + 40 gpd/boarder * 38 lodging rooms = 1,700 gpd

11.3 WASTEWATER DISPOSAL

The proposed project will be connected to the Portland Water District's and City of Portland's wastewater collection and conveyance systems. The City of Portland Wastewater Capacity Application has been completed and uploaded to the City's electronic plan review system for review by Brad Roland of the City's Water Resources Department. A copy of the application is included in Attachment 11-B.

The 30-unit residential building is anticipated to generate an average daily flow of approximately 3,600 gpd, and the approximately 38 room lodging house building is anticipated to generate an average daily flow of 1,700 gpd. Based on the existing sewer system in the area, there appears to be adequate capacity to handle these projected flow amounts.

11.4 ELECTRICITY SUPPLY

CMP currently maintains overhead and underground utilities in the area. Electric utilities for the proposed building will be installed underground from Pole #19 on Danforth Street, to the southeast of the site. Electric utilities currently serving the existing building will remain.

11.5 ATTACHMENTS

Attachment 11-A – Portland Water District Ability to Serve Correspondence
Attachment 11-B – City of Portland Wastewater Capacity Application

ATTACHMENT 11-A

Portland Water District Ability to Serve Correspondence

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

April 2, 2019

Adrienne Fine, P.E.
Terradyn Consultants, LLC
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Re: 66 State Street, PO
Ability to Serve with PWD Water

Dear Ms. Fine:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on March 13, 2019. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 2-inch domestic service with a 1.5-inch meter may be installed from the water main in Danforth Street. The service should enter through the properties frontage on Danforth Street at least 10-feet from any side property lines. An approved backflow prevention device must be installed on the service line directly after the meter prior to service activation.

- A new 6-inch fire service may be installed from the water main in Danforth Street. The service should enter through the properties frontage on Danforth Street at least 10-feet from any side property lines. An approved backflow prevention device must be installed on the service line directly after the service enters the building prior to service activation.

- The Portland Water District does not have record of any other existing infrastructure in public roads and recommends a survey and test pitting be performed by the development team prior to construction. Any conflicts that arise during construction are at the risk of the developer and may result in job shutdown until new plans are submitted by the developer and reviewed and approved by PWD.

Prior to construction, the owner or contractor will need to make an appointment to complete a service application form and pay all necessary fees. The appointment shall be requested through MEANS@pwd.org or by calling 207-774-5961 ext. 3199. Please allow (3) business days to process the service application paperwork. PWD will guide the applicant through the new development process during the appointment.

Existing Site Service

According to District records, the project site does currently have existing water service. A 2-inch diameter copper domestic service line provides water service to the site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of this service.

Water System Characteristics

According to District records, there is an 8-inch diameter cast iron water main in Danforth Street and a public fire hydrant located approximately 100 feet from the site. The most recent static pressure reading was 56 psi on March 12, 2018.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely not be required. It is your responsibility to contact the City of Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact MEANS to request a hydrant flow test and we will work with you to get more complete data.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Robert A. Bartels, P.E.
Senior Project Engineer

ATTACHMENT 11-B

City of Portland Wastewater Capacity Application

1824

June 6, 2019

Bradley Roland, P.E.
Wastewater Resources Division
Department of Public Services
55 Portland Street
Portland, ME 04101

66 State Street, Portland
Wastewater Capacity Application

Dear Brad:

Terradyn Consultants LLC has been retained by Developers Collaborative to assist with site design and permitting for a two-part project located at 66 State Street in Portland. The project includes the conversion of an existing 3-story building into 38 lodging house units with common bathing and kitchen facilities, and the construction of a 4-story residential building housing 30 affordable income-qualified residential units. We are writing to request confirmation that the City of Portland has the ability to provide sanitary sewer service for the proposed development.

The 23,497 square foot parcel is identified as Block H, Lot 1 on the City of Portland Tax Map 44. The site is located at 66 State Street at the corner of State and Danforth Streets. One existing building utilized as an office space, and paved parking areas exist on site.

The proposed project includes:

- The construction of a 5,449 square foot, 4-story building, including 30 affordable residential rental units. It is anticipated that a new 6" sewer service will be installed within Danforth Street to serve the proposed building.
- The renovation of the existing 7,303 square foot office building into 38 lodging house bedrooms with shared bathing and kitchen facilities. Existing sewer utilities servicing the existing 66 State Street building are expected to be utilized for the 38 lodging room use.

The proposed 30-unit building is expected to generate approximately 3,600 gallons of wastewater per day based on the Maine Subsurface Wastewater Disposal Rules. The 38 lodging house bedrooms in the existing building are expected to generate approximately 1,700 gallons of wastewater per day utilizing the design flows for a "boarding house with meals" (180 gpd + 40 gpd/boarder) from Table 4C of the Maine Subsurface Wastewater Disposal Rules.

Attached are a site location figure showing the property delineated on a USGS map, preliminary site and utility plans of the project showing how the development may be served with sewer service, and a City of Portland Wastewater Capacity Application form for the proposed service to be installed within Danforth Street for the 30-unit residential building.

Please provide our office with confirmation that the City of Portland has the ability to provide sanitary sewer service to the proposed development and any comments you may have on the attached drawing.

Please contact me at (207) 322-1223 or adrienne@terradynconsultants.com if you have any questions or require additional information.

Sincerely,

TERRADYN CONSULTANTS LLC

Adrienne Fine, P.E.
Design Engineer

Enc. Wastewater Capacity Application Form
Site Location Figure
Preliminary Site Plan
Preliminary Utility Plan

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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

Bradley Roland, P.E.
Water Resources Division

Date: 3/14/2019

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

Site Address: 66 State Street, Portland

Chart Block Lot Number: 44/H/1

Proposed Use: 30-unit residential
Previous Use: Parking lot
Existing Sanitary Flows: N/A GPD
Existing Process Flows: N/A GPD
Description and location of City sewer that is to receive the proposed building sewer lateral.
Existing 24" sewer in Danforth Street

Site Category:
- Commercial *(see part 4 below)* ☐
- Industrial *(complete part 5 below)* ☐
- Governmental ☐
- Residential ☑
- Other *(specify)* ☐

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

2. Please, Submit Contact Information.

City Planner's Name: ?? Phone:
Owner/Developer Name: Developers Collaborative
Owner/Developer Address: 100 Commercial Street, Suite 414, Portland, ME 04101
Phone: Fax: E-mail: reading.laura@gmail.com
Engineering Consultant Name: Terradyn Consultants, LLC, Adrienne Fine, P.E.
Engineering Consultant Address: 565 Congress Street, Suite 201, Portland, ME 04101
Phone: 207-322-1223 Fax: E-mail: adrienne@terradynconsultants.com

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

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 3,600 GPD
Peaking Factor/ Peak Times: x6
Specify the source of design guidelines: *(i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)* State of Maine Subsurface Wastewater Disposal Rules

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

16 x 1 Bedroom Residential Units at 120 gpd/unit	= 1,920 gpd
14 x Efficiency Residential Units at 120 gpd/unit	= 1,680 gpd
Total	= 3,600 gpd

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: N/A

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: N/A GPD

Do you currently hold Federal or State discharge permits? Yes_____ No _____

Is the process wastewater termed categorical under CFR 40? Yes_____ No _____

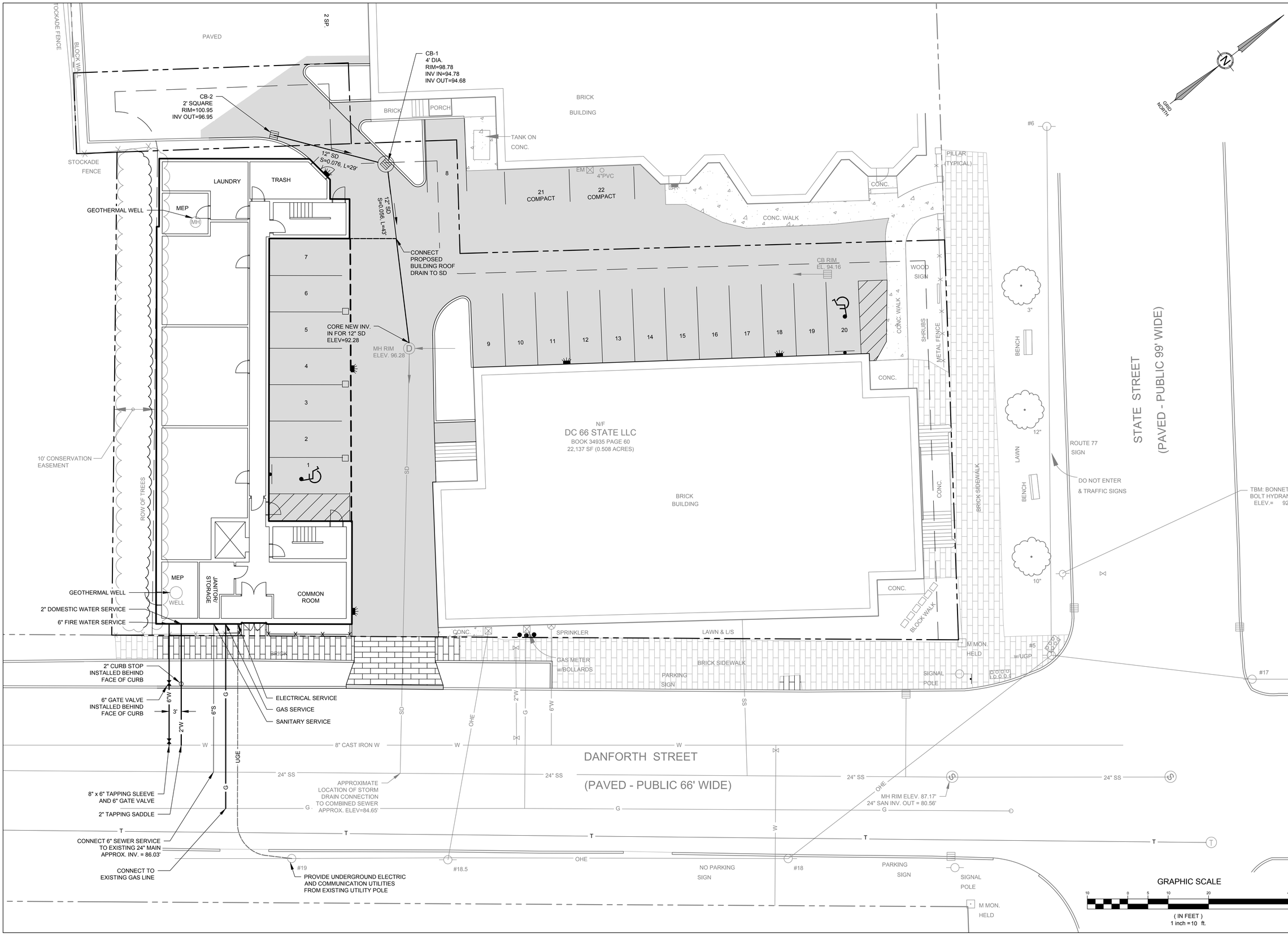
OSHA Standard Industrial Code (SIC): *(http://www.osha.gov/oshstats/sicser.html)*

Peaking Factor/Peak Process Times: _____

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

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

SHEET DESCRIPTION 66 STATE STREET U.S.G.S. QUADRANGLE MAP PORTLAND WEST	TERRADYN CONSULTANTS, LLC Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting	565 Congress Street, Suite 310 Portland, ME 04101 41 Campus Drive, Suite 101 New Gloucester, ME 04260 Office: (207) 926-5111 Fax: (207) 221-1317 www.terradynconsultants.com	JOB NO. 1824 DATE 3/13/2019 SCALE 1"=2,000'	FIGURE 1 OF 2
PREPARED FOR DEVELOPERS COLLABORATIVE 100 COMMERCIAL STREET, SUITE 414 PORTLAND, ME 04101				



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 11587
LICENSED
PROFESSIONAL ENGINEER

DATE: 6-5-19
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
UTILITY PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-B.DWG
SHEET	C-5.0

12 SOLID WASTE

12.1 OVERVIEW

The project will generate solid waste both during construction and on an on-going basis after construction is complete. Estimates of solid waste generation, recycling rates, and procedures for the transport and disposal of solid waste that will be generated by the operation of the proposed development are provided below.

The following amount of solid waste associated with the construction and operation of the development have been estimated:

- 282 cubic yards of construction debris related to the new building construction activities (excluding volume of recycled materials).

- 1,020 pounds per week of solid waste will be generated by the operation of the development. Assuming that 50% of the waste is recycled, it is estimated that the project will generate 13.3 tons of recyclable waste and 13.3 tons of non-recyclable waste per year.

12.2 SOLID WASTE GENERATED DURING THE BUILDING CONSTRUCTION

Approximately 282 cubic yards of construction debris is expected to be generated during construction. Assuming that 80% of construction debris is recycled, construction of the project will generate approximately 56.4 c.y. of non-recyclable waste.

The waste stream will be transported and disposed of at the following locations:

Hazardous Materials:	WMI Crossroads Facility in Norridgewock, Maine
Mixed Construction Material:	Riverside Recycling Facility in Portland, Maine; WMI Crossroads Facility in Norridgewock, Maine or Juniper Ridge in Old Town, Maine (Contractor option)
Separated Wood Construction Debris:	KTI Biofuels in Lewiston, Maine
Separated Metal/Ferrous Material:	One Steel Recycling Inc. in Arundel or Oakland, Maine

The collection, transfer, disposal, and payment of all fees for solid wastes shall be the responsibility of the Contractor, with all waste transferred by a licensed non-hazardous waste transporter.

12.3 SOLID WASTE GENERATED FROM THE OPERATION OF THE DEVELOPMENT

Approximately 1,020 pounds of solid waste and recyclable material is expected to be generated every week by the residents of the project. The operational solid waste and recyclable material will be collected by a private waste hauler to be contracted by the developer.

12.4 ATTACHMENTS

Attachment 12-A – Computations of Types and Volumes of Solid Wastes for Construction Project

ATTACHMENT 12-A

Computations of Types of Volumes of Solid Wastes

ATTACHMENT 12-A

SOLID WASTES COMPUTATIONS AND DISPOSAL

A. NEW BUILDING CONSTRUCTION:

Basis of Estimate: 10 c.y./1,500 s.f. of finished space

Area: Approximately 42,300 square feet of finished space (includes proposed building and existing building renovation)

Solid Waste: Approximately 282 c.y.

Other Wastes Associated with Other Site Construction: Cardboard from packaging etc.: Limited Quantity

Total: 282 c.y. before recycling

Net: 56.4 c.y. if 80% of the material is recycled

Disposition:
Assume 10 percent is concrete which can be sent to the approved aggregate recycling facilities operated by Shaw Bros. or R.J. Grondin and Sons for processing into recycled aggregate.

Assume 70 percent is wood or metal which can be transported to KTI Biofuels in Lewiston (for wood) or One Steel Recycling in Oakland, Maine for metals.

Approximately 56 cubic yards of mixed construction debris that will be hauled to the Riverside Recycling Facility in Portland, WMI Crossroads facility in Norridgewock, Maine or the Juniper Ridge Facility in Old Town, Maine.

The contractor should provide dumpsters designated by material type and identify recycling methods and disposal sites prior to construction. All haulers must have a current non-hazardous waste haul license.

B. OPERATIONAL SOLID WASTE:

RESIDENTIAL USE:
Basis of Estimate: 17 pounds/wk per individual. Estimate of 2 individual per unit. From Table 14-1 of the CEQR Technical Manual from January 2014 Edition; Source: New York City Department of Sanitation.

Number of individuals: 30 units x 2 = 60 individuals

Solid Waste: Approximately 1020 pounds/week

13 FIRE SAFETY

13.1 OVERVIEW

The applicant and project team will provide the Portland Fire Department with the information required in the PFD Site Review Checklist, as well as a basic review of NFPA 1 and City of Portland Technical Standards related to public safety.

The project site will be accessed from Danforth Street and State Street, which both are improved with a 40’ wide paved surface. An 8” cast iron water main owned by the Portland Water District currently exists in Danforth Street. There are two nearby fire hydrants; one is located at the corner of State and Danforth Streets, and the other is on Danforth Street at the corner of Winter Street.

Three sides of the proposed building will be fully accessible from Danforth Street and the proposed 20’ wide driveway. Four sides of the existing building will be fully accessible from Danforth Street, State Street, and the on-site driveway and parking areas. The proposed and renovated building will be fully sprinkled in compliance with all applicable codes.

14 CONFORMITY WITH APPLICABLE DESIGN STANDARDS

14.1 OVERVIEW

This project conforms to all applicable Site Plan Standards of Section 14-526 of the city's Land Use Ordinance as described in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

   The project will not have a significant impact on the surrounding street system. Vehicles will access the site and parking areas from existing access points and the estimated number of new vehicle trips generated by the project is insignificant compared to existing trips on surrounding streets.

2. Access and Circulation:

   a. Site Access and Circulation

      (i) Vehicular access and circulation will closely follow existing patterns. Pedestrian access to the proposed building will be provided via the re-constructed existing sidewalk along Danforth Street. Pedestrian access to the existing building is along State Street. Door controlled access will be provided at each of the building entry locations.

      (ii) The project will use existing points of vehicular access.

      (iii) Drive up features are not proposed

   b. Loading and Servicing

      (i) Delivery or service vehicles are expected to be infrequent and may temporarily use on-street parking on Danforth Street or may also park in on-site surface parking areas.

   c. Sidewalks.

      (i) The existing sidewalk along the Danforth Street frontage will be reconstructed in the vicinity of the proposed building to relocate the driveway apron and improve the existing brick sidewalk. All sidewalk improvements shall conform to the City of Portland Technical Manual as shown on the project drawings. There are no proposed changes to the sidewalk on the State Street frontage.

      (ii) The Danforth Street sidewalk and driveway apron will be constructed in accordance with City of Portland Technical Design Standards.

(iii) There are no proposed on-site walkways. The primary building entrance is on the Danforth Street sidewalk. The second building entrance exits into the covered surface parking area. The existing building entrances are on the State Street sidewalk.

3. Public Transit Access:

Metro Bus Route 8 runs south on State Street and east on Danforth Street in the proximity of the project site. The nearest bus stop to the project is at the intersection of Danforth and State Streets, approximately 140' east of the site. The project does not meet the minimum threshold to require a new transit facility.

4. Parking:

a. Location and Required Number of Vehicle Parking Spaces:

(i) The project requires a total of 35 parking spaces calculated below:
Residential = 1 space/unit * 30-units – first 3 exempt = 27 spaces
Lodging House = 1 space/every 5 units * 38 rooms = 8 spaces

The proposed project includes 22 parking spaces. Two of these spaces are for the lodging house use and two are for the abutting Irish Heritage Center, so 18 spaces are provided for the residential building. This is a ratio of 0.6 spaces/unit for the residential building. This ratio is expected to be sufficient due to the affordable housing nature of the residential units, as well as the fact that many of the units are small efficiencies and the remainder are one-bedroom units. The ratio of 0.6 is consistent with other reduced parking ratios at properties owned by the Applicant, including the Motherhouse at 605 Stevens Avenue. The applicant's professional management experience indicates fewer parking spaces per unit when the units are small works from a marketing and management perspective.

(ii) A parking study is not required for this project.

(iii) Not Applicable.

(iv) The proposed parking spaces and drive aisles will meet required dimensional standards. Typical dimensions are as follows:

- Beneath the building: 9' by 18'
- In existing parking lot: 8' by 18'
- Two compact spaces: 8' by 16'
- ADA #1: 9' by 18' with 7' aisle
- ADA #18: 8' by 18' with 7' aisle plus flush concrete walkway
- Drive Aisle: 20' wide, typ.

(v) The proposed on-site parking lot will be constructed of bituminous pavement.

b. Location and Required Number of Bicycle Parking Spaces:

(i) The project requires 2 bicycle parking spaces for every 5 dwelling units, or 12 spaces. Bicycle parking spaces will be provided at 6 bike hitches (2 spaces each) located in the sidewalks along the Danforth and State Street frontages.

c. Motorcycles and Scooter Parking:

(i) Dedicated motorcycle/scooter parking is not provided.

d. Snow Storage:

(i) Snow storage will be provided on the proposed lawn areas adjacent to the parking lot.

(ii) Snow will not be stored in parking areas, and no bio-retention is proposed.

5. Transportation Demand Management (TDM):

a. A TDM plan is not required for this project.

(b) Environmental Quality Standards

1. Preservation of Significant Natural Features:

a. The development site has been entirely developed and does not contain any significant natural features including wetlands, vernal pools or other protected resources or wildlife habitats. There is a 10’ wide conservation easement that must remain vegetated along the site’s southwesterly property boundary that will be maintained and replanted as part of this project.

b. Not applicable

c. Not applicable

2. Landscaping and Landscaping Preservation:

a. Landscape Preservation.

(i) One street tree is located along the site’s Danforth Street frontage and will be removed during building and utility construction. Two trees are

located on-site within landscaped islands that will be removed. An existing stand of trees is located within the 10’ wide conservation easement between the subject property and the abutting N/F Tempo Dulu LLC lot that will be preserved and/or replanted as necessary. Vegetative plantings of an appropriate size will replace these trees as needed. New plantings will be provided as shown on the Landscape Plan.

(ii) The existing trees within the 10’ setback will be preserved and/or replaced if deemed unsalvageable.

(iii) Existing plantings between the on-site parking lot and State Street sidewalk will be protected or replanted.

(iv) Waiver: The existing trees on site will be impacted by building and site construction and preservation of these existing trees would compromise the development of the site. These trees will be replaced with appropriate plantings at a scale that is appropriate to the site, as specified by the landscape architect. Replacement plantings are proposed within the new landscaped islands and the 10’ wide conservation easement on-site.

(v) The project is not in the Shoreland Zone

b. Site Landscaping.

(i) Landscaped Buffers:

(a) Landscaping is proposed to remain and/or be improved between the on-site parking lot and the State Street sidewalk.

(b) Plantings are proposed in the front, side, and rear zoning setback areas, as specified on the Landscape Plan. The 10’ conservation easement / rear setback area will be maintained with vegetation.

(c) Not applicable.

(d) Vegetated buffers between the proposed building and surrounding residential development is specified on the Landscape Plan.

(ii) Parking Lot Landscaping:

(a) Landscape islands are proposed within the parking lot and plantings are proposed as specified on the Landscape Plan.

(b) Landscape islands are provided in the parking lot.

(c) Proposed landscaped islands are depicted on the site and landscape plans. The large landscaped islands are at least 8’ wide. Smaller landscaped areas are proposed to be grassed.

(d) Not applicable.

(e) Not applicable.

(iii) Street Trees

(a) The existing street tree along the Danforth Street frontage will be removed during building construction and utility installation. Three existing street trees along the State Street frontage will remain. The proposed project is 30 units, so 30 street trees are required per the Technical Manual. Three (3) of these trees will be satisfied by protecting the existing street trees.

(b) The applicant will satisfy the requirement for the remaining 27 street trees by paying into the City of Portland’s Tree Fund for these remaining trees.

3. Water Quality, Stormwater Management and Erosion Control:

a. Stormwater:

The existing project site contains approximately 19,654 square feet of impervious surface. Redevelopment of the project site will result in an increase of approximately 882 square feet of impervious area and a total impervious surface of 20,536 square feet. Therefore, the project is not required to meet the General or Flooding Standards. The proposed building will be located where paved parking exists today, therefore the project will result in a decrease of non-roof impervious area, so the project does not meet the threshold for redevelopment standards.

Post development stormwater runoff will generally follow existing patterns. Runoff from portions of the site and the proposed building roof will enter the existing on-site stormdrain system and drain to the city’s system in Danforth Street as it does today. The existing building roof drain will remain. Stormwater runoff from other portions of the site will run overland towards Danforth and State Streets as it does today.

(i) The project will not result in flooding of adjacent lots.

(ii) Runoff volumes and rates will not increase onto adjacent lots.

(iii) Volumes and rates of stormwater runoff into the Danforth Street right of way are expected to decrease. The project will not create ponding, flooding, or other drainage problems within Danforth Street.

(iv) Volumes and rates of stormwater runoff into the city's storm drain network are expected to be similar to existing volumes and rates. The project will not create problems downstream or exceed the capacity of the system.

b. The project will result in a minor increase in impervious surface and is not required to meet the General or Flooding Standards.

c. Not Applicable. The project is not located in a watershed of an urban impaired stream.

d. Not applicable.

e. The project will be served by both a public wastewater system and public drainage system. The project will not pose a risk of groundwater contamination.

f. Wastewater will flow to the public sewer system, which is adequately sized for the project flows.

(c) Public Infrastructure and Community Safety Standards.

1. Consistency with City Master Plans:

a. The project has been designed to be consistent with the City of Portland Land Use Ordinance and off-premises infrastructure.

b. Not applicable.

2. Public Safety and Fire Prevention:

a. The site has been designed to promote safety and security for residents and their guests. Access to the residential lobby will utilize keyed entry. Site lighting will provide added security.

b. Emergency vehicle access will be via Danforth Street and State Street. The driveway entering the site from Danforth street will be 20' wide.

c. Two existing fire hydrants are located along Danforth Street in the vicinity of the project. One hydrant is located at the corner of State and Danforth Streets

and the other is located at the corner of Danforth and Winter Streets. Both buildings will also feature sprinklers for fire suppression.

3. Availability and Adequate Capacity of Public Utilities:

a. The project will be served by new water and sewer utilities. An ability to serve letter was received from the Portland Water District, and a Wastewater Capacity Application has been uploaded to eplan for review by Brad Roland at the City of Portland.

b. Overhead electrical and telecommunications utilities exist along Danforth and State Streets. The proposed building will be served by underground utilities from Pole #19 located southeast of the site on Danforth Street. The existing overhead utilities serving the existing building from Danforth Street will remain.

c. All new utility infrastructure will meet the provisions of the Technical Manual.

d. The proposed building will be connected to the public sewer system within Danforth Street. The existing building sewer connection will remain.

e. The sanitary sewer and stormwater collection systems were designed to comply with City standards.

f. A solid waste storage area will be provided in both the proposed and existing building on the first floor.

(d) Site Design Standards

1. Massing, Ventilation and Wind Impact:

a. The bulk, location and height of the proposed building will not result in adverse impacts to abutting properties.

b. The bulk, location and height of the proposed building will not substantially reduce the value or utility of adjacent structures.

c. An ERV fan will be located on the roof.

2. Shadows:

a. The project is not expected to cause shadows on publically available open space, or have an adverse effect on vegetation as a result of shadows cast from the proposed building.

3. Snow and Ice Loading:

a. The proposed building will have a flat roof. Accumulated snow and ice will not fall onto adjacent properties or public ways.

4. View Corridors:
   a. The project site is located outside of any protected view corridors.

5. Historic Resources:

   a. The development is located within a designated historic district and review is under way with the City of Portland Historic Preservation.

   b. The proposed building is designed to be generally compatible with the major character-defining elements of the historic district in the immediate vicinity of the proposed development.

   c. There are no known archaeological resources on the site.

6. Exterior Lighting:

   a. Site Lighting

      (i) Exterior site lighting will be provided by building mounted lights along sidewalks and in parking areas. All fixtures will feature full cut-off optics to prevent unintended light pollution. Proposed lighting is shown on the Lighting Photometric Plan (Sheet P-1).

   b. Architectural and Specialty Lighting:

      (i) No architectural or specialty lighting is proposed.

      (ii) No up-lighting is proposed.

   c. Street Lighting

      (i) No street lighting is proposed. Existing street lights existing along State and Danforth Streets.

7. Noise and Vibration:

Noise levels are expected to meet the permitted levels for the R6 Zone.

   a. HVAC and Mechanical Equipment
      (i) The proposed and existing building utilize geothermal equipment that is located inside the existing building. An ERV fan will be located on the roof of the proposed building and will not be visible from State or Danforth Streets, or adjacent sites.

(ii) No emergency generator is proposed for this project.

8. Signage and Wayfinding:

a. All signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

(i) The project is not subject to a Certificate of Appropriateness.

(ii) Not applicable. No commercial or directional traffic signage is proposed as part of the project.

(iii) Not applicable. No on-site directional traffic signage is proposed as part of the project.

(iv) Not applicable. No waiver is required.

9. Zoning Related Design Standards:

a. The project is located within a historic zone and review is under way with the City of Portland Historic Preservation.

(i) The project is designed to support the development of dense, mixed-use neighborhoods with attractive, safe and convenient street level pedestrian environments.

(ii) Not applicable.

(iii) Not applicable.

(iv) Not applicable.

(v) The residential development shall integrate with and respect the character of surrounding residential development in terms of architectural form, landscaping and open space, façade materials, roof pitch, massing and height.

b. Not Applicable.

15 VERIFICATION OF PROPOSED HVAC EQUIPMENT

15.1 OVERVIEW

The proposed and existing building utilize geothermal equipment that is located inside the existing building. An ERV fan will be located on the roof of the proposed building and will not be visible from State or Danforth Streets, or adjacent sites.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

LEVEL II and LEVEL III APPLICATION SUBMISSION CHECKLIST

Submit each Tab as one PDF file and bookmark the items as noted below

Please confirm by electronically checking the boxes to the left

Tab 1 – General Application Documents

Checklist	Items to be Provided
Yes NA Plan ✔	PROJECT DESCRIPTION • Cover Letter with detailed project description
Yes NA Plan ✔	COMPLETED CHECKLIST – LEVEL III APPLICATION
Yes NA Plan ✔	RIGHT, TITLE AND INTEREST • Deeds, leases, or purchase and sales agreements
Yes NA Plan ✔	EVIDENCE OF STATE OR FEDERAL APPROVALS, if applicable • Permits or letters of non-jurisdiction, if applicable
Yes NA Plan ✔	ZONING ASSESSMENT • Table listing required and proposed uses and dimensional standards Zoning Assessment Table
Yes NA Plan ✔	EXISTING &/OR PROPOSED EASEMENTS OR COVENANTS, if applicable • Evidence of existing easements and any proposed easements
Yes NA Plan ✔	WAIVER REQUESTS • Written request for waiver describing request and reason. Waiver Table
Yes NA Plan ✔	FINANCIAL CAPABILITY • Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
Yes NA Plan ✔	TECHNICAL CAPABILITY • Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

LEVEL II AND LEVEL III SITE PLAN STANDARDS AND SUBMISSION CHECKLIST

Provide assessment of compliance with standards and include supplemental documentation, as applicable.

Submit each Tab as one PDF file and bookmark the items as noted below

Tab 2 - TRANSPORTATION

Check list	Assess/Provide/Document:
Yes NA Plan ✔	**Transportation Analysis- Traffic Impact (14-526 (a) 1)** • Provisions for pedestrian, bicycle, vehicle, and loading circulation and incremental volume of traffic impacts • Traffic Impact Study (Technical Manual, Section 1) if applicable
Yes NA Plan ✔	**Access and Circulation (14-526 (a) 2 a)** • Access and internal circulation, addressing ADA access • Access and egress impacts on traffic flows • Description and use of drive-up features, if applicable
Yes NA Plan ✔	**Loading and Servicing (14-526 (a) 2 b)** • Loading and servicing needs, route and travel way geometrics for deliveries • Turning templates for delivery vehicles, if applicable
Yes NA Plan ✔	**Sidewalks (14-526 (a) 2 c)** • Sidewalks and condition along street frontages and internal walkways • Engineered details for ADA ramps and public sidewalk details meeting sidewalk materials policy and ADA ramp construction details as applicable (Technical Manual, Section 1)
Yes NA Plan ✔	**Public Transit (14-526 (a) 3), if applicable** • Existing available transit services • Proposed site plan design details, such as easement, pad base, and shelter
Yes NA Plan ✔	**Off-Street Parking: Vehicle & Motorcycle/Scooter) (14-526 (a) 4 a and c)** • Expected parking demand, proposed parking supply, ADA parking, and applicable Zoning Requirements • Address Technical Manual standards (Section 1) for curb cut separation and parking lot layout and locate on site plan
Yes NA Plan ✔	**Bicycle Parking (14-526 (a) 4 b)** • Address bicycle parking requirements and identify locations on-site • Construction details for bike racks (Technical Manual, Section 1)
Yes NA Plan ✔	**Snow Storage (14-526 (a) 4 d)** • Management plan for snow removal and locate snow storage areas on plan
Yes NA Plan ✔	**Traffic Demand Management (TDM) (14-526 (a) 5), if applicable** • Develop TDM with Trip Reduction Targets and Strategies

Tab 3 - ENVIRONMENTAL AND LANDSCAPE FEATURES

Check list	Assess/Provide/Document:
Yes NA Plan ✔	**Preservation of Significant Natural Features (14-526 (b) 1), if applicable** • Trees, plants, habitats listed on State or Federal list of endangered or threatened • High and moderate value waterfowl and wading habitat • Aquifers on Casco Bay Islands • Waterbodies (including wetlands, watercourses, significant vernal pools and floodplains) • Proposed preservation areas and protection measures • Documentation from environmental consultants, determinations from applicable state agencies
Yes NA Plan ✔	**Landscaping and Landscape Preservation (14-526 (b) 2 a)** • Preservation of trees and preservation within required zoning setbacks (Technical Manual, Section 4) • Protection measures of existing vegetation during construction • Protection measures within Shoreland Zone, if applicable
Yes NA Plan ✔	**Site Landscaping (14-526 (b) 2 b)** • Screening and buffering of service areas and between non-residential and residential uses • Planting plans with plant schedule and sizes (Technical Manual, Section 4)
Yes NA Plan ✔	**Parking Lot Landscaping (14-526 (b) 2 b ii), if applicable** • Landscaped islands within parking areas (Technical Manual, Section 4)
Yes NA Plan ✔	**Street Trees (14-526 (b) 2 b iii)** • Existing Heritage or Feature Trees on site and measures to preserve • Identify street trees on the plan meeting the site plan and Technical Manual standards (Section 4) or identify alternative measures, if applicable

Tab 4 - ENVIRONMENTAL AND STORMWATER

Check list	Assess/Provide/Document:
Yes NA Plan ✔ ✔	**Water Quality, Stormwater Management and Erosion Control (14-526 (b) 3 a)** • Stormwater report in compliance with Section 5 of Technical Manual and DEP Chapter 500 stormwater for basic, general and flooding standards, as applicable • Erosion control plan and measures • Evidence of compliance with Urban Impaired Stream Standards pursuant to DEP Chapter 500 stormwater, as applicable • Subsurface sanitary sewage disposal and groundwater protection

Tab 5 - PUBLIC INFRASTRUCTURE AND SAFETY	
Check list	Assess/Provide/Document:
Yes NA Plan ✔	**Consistency with City Master Plans (14-526 (c) 1)** • Identify consistency with master plans • Proposed easements, rights and improvements to connect or continue off-premises public infrastructure, as applicable
Yes NA Plan ✔	**Public Safety and Fire Prevention (14-526 (c))** • Address Crime Prevention through Environmental Design (CPTED) (Technical Manual, Section 3) • Emergency vehicle access • Address consistency with public safety standards (Technical Manual, Section 3) • Submit a code summary referring NFPA 1 and all Fire Department standards (Technical Manual, Section 3) – Fire Checklist
Yes NA Plan ✔	**Availability and Adequacy of Public Utilities (14-526 (c) 3) (Technical Manual, Sections 2 & 9)** • Electrical services, including providing underground services • Identify existing and proposed connections for public utilities and required public utility upgrades • Sewer line connections are required, if there is a main within 200 feet • Proposed solid waste management facilities on-site and management for the site • Written evidence of the ability to serve from utility companies, as applicable

Tab 6 - SITE DESIGN	
Check list	Assess/Provide/Document:
Yes NA Plan ✔	**Massing, Ventilations and Wind Impact (14-526 (d) 1)** • Wind and ventilation impacts on adjoining structures and/or adjacent public spaces. Wind study, if applicable • Bulk, location or height impacts on adjoining structures • Identify and locate HVAC equipment and venting away from public spaces and residential properties • Identify screening and manufacturing specifications for noise, if applicable
Yes NA Plan ✔	**Shadows (14-526 (d) 2), if applicable** • Shadow analysis of impacts on publicly accessible open space (Technical Manual, Section 11)
Yes NA Plan ✔	**Snow and Ice Loading (14-526 (d) 3)** • Building design to prevent snow and ice from loading or falling onto adjacent properties or public ways
Yes NA Plan ✔	**View Corridors (14-526 (d) 4), if applicable** • Protection of designated view corridors (Portland Design Manual, Appendix 1)

Yes	NA	Plan	
✔			**Historic Resources (14-526 (d) 5), if applicable** • Identify developments within Historic Districts or affecting Designated Landmarks • Certificate of Appropriateness or other evidence • Identify Developments within 100 feet of Historic Districts or affecting Designated Landmarks. Advisory HP review may be required • Address preservation and documentation of Archaeological Resources
Yes	NA	Plan	
✔		✔	**Exterior Lighting (14-526 (d) 6)** • Cut sheets of on-site light fixtures and any architectural or specialty lights (Technical Manual, Section 12) • Engineered details for any lights proposed in street right-of-way (Technical Manual, Section 10)
Yes	NA	Plan	
✔			**Noise and Vibration (14-526 (d) 7)** • Evidence of noise levels for equipment, such as equipment specifications, to demonstrate consistency with zoning requirements
Yes	NA	Plan	
	✔		**Signage and Wayfinding (14-526 (d) 8), if applicable** • Signage plan showing the location, dimensions, height and setback of all existing and proposed signs. Signs in Historic Districts are reviewed by Historic Preservation staff • Proposed commercial and directional signage on site
Yes	NA	Plan	
✔			**Zone Related Design Standards (14-526 (d) 5)** • Address Historic Preservation Design Review, if applicable • Address any applicable design review standards by zone • Address submission requirements from Design Manual, page 1, addressing neighborhood context • Description of exterior materials, color, finish, and samples

Tab 7 - Construction Management Plan

Check list			
Yes	NA	Plan	**Construction Management Plan**
✔			• Construction Management Document and Plan

Level II and Level III Site Plan Checklist

Please upload the following drawings with the listed details into e-Plan

☑ **RECENT BOUNDARY SURVEY** (stamped by Maine Licensed Surveyor)

Must be in compliance with Technical Manual, Section 13

SITE PLAN(s) (stamped by Maine Licensed Engineer) including:

☑ Existing Conditions

- Approximate location of structures on abutting property
- Topography
- Locate water courses
- Delineate wetlands
- Zone lines

☑ Proposed Site Plan

- Ground floor area, and grade elevations for all buildings

☑ Access, Circulation, and Parking

- Streets and intersections adjacent to site , any proposed geometric modifications
- Location, dimensions and materials of all existing and proposed driveways, vehicle, bicycle, & pedestrian access ways with corresponding curb lines
- Engineered specifications/ cross-sections for proposed driveways, sidewalks & paved areas
- Location and dimensions of proposed loading areas
- Existing and proposed transit infrastructure with dimensions/ engineering specifications
- Location of vehicle and bicycle parking with dimensions and engineering specifications

☑ Site Considerations

- Identify snow storage areas
- Location of fire hydrants
- Location of solid waste management facilities

☑ **UTILITY PLAN** including:

- Existing utilities on site and within public streets
- Location, sizing, and directional flows of all existing and proposed utilities
- Location and dimensions of off-premises public or publicly accessible infrastructure adjacent to site
- Electric utility infrastructure

☑ GRADING and DRAINAGE PLAN including:
• Existing grades and drainage • Proposed grades • Proposed stormwater management meeting Technical Manual (Section 5) standards • Location and proposed alteration of a water course • Preservation or alteration of wetlands
☑ EROSION CONTROL
• Must be in compliance with Technical Manual, Section 5
☑ LANDSCAPE PLAN including:
• Existing vegetation to be preserved and preservation measures • Proposed landscaping and buffers • Planting schedule
☐ RECORDING PLAT, if applicable
• IF SUBDIVISION: Must be in compliance with requirements of Section 14-496 (b)
☑ ARCHITECTURAL PLANS & RENDERINGS including:
• Exterior building elevations, color renderings, illustrations of all sides • Location and dimensions of all existing & proposed HVAC & mechanical equipment, all proposed screening • Provide context drawings, if applicable (Design Manual, page 1) • Floor plans

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 Standard 1.14 - Parking Lot and Parking Space Design	Parking space dimensional requirements for a standard parking space: 9' wide by 18' long.	To allow some non-compliant parking stall dimensions within the surface parking to vary from the required 9' width, as shown on Site Plan C-3.0.	Existing parking spaces are 8' wide along the existing building and these spaces will continue to be utilized.
Technical Manual Standard 1.14 - Parking Lot and Parking Space Design	Required 24' parking aisle width.	To allows the parking aisle widths within the surface parking to be narrower than the required 24' width, as show on Site Plan C-3.0.	The site is constrained by existing building and parking structures.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

ZONING ANALYSIS Relevant Zone(s) R6

All Projects:

	Required	Proposed
Lot Size	2,000 sf	23,497 sf
Area Per Dwelling Unit	725 sf	783 sf
Minimum Street Frontage	20 ft	99 ft
Front Yard Minimum	5 ft or avg.	8 ft (existing)
Front Yard Maximum	-	-
Rear Yard	10 ft	10 ft
Yard Right	5 ft	5 ft
Yard Left	0 on side street	3 ft
Side Street Setback	-	-
Step Back	-	-
Maximum Lot Coverage	60%	54%
Minimum Lot Coverage	-	-
Maximum Height	45 ft	43' 9 3/4"
Open Space	20%	12.6% *
Maximum Impervious Area	-	-
Pavement Setback	-	-
Floor Area Ratio	-	-
Off Street Parking Spaces	35	22 **
Loading Bays	-	0
Other 1		
Other 2		
Other 3		

* Variance has been submitted regarding the proposed open space
** Proposed parking ratio is 0.6 spaces/residential unit

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):			

TERRADYN
CONSULTANTS, LLC
Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

1824

June 6, 2019

Bradley Roland, P.E.
Wastewater Resources Division
Department of Public Services
55 Portland Street
Portland, ME 04101

66 State Street, Portland
Wastewater Capacity Application

Dear Brad:

Terradyn Consultants LLC has been retained by Developers Collaborative to assist with site design and permitting for a two-part project located at 66 State Street in Portland. The project includes the conversion of an existing 3-story building into 38 lodging house units with common bathing and kitchen facilities, and the construction of a 4-story residential building housing 30 affordable income-qualified residential units. We are writing to request confirmation that the City of Portland has the ability to provide sanitary sewer service for the proposed development.

The 23,497 square foot parcel is identified as Block H, Lot 1 on the City of Portland Tax Map 44. The site is located at 66 State Street at the corner of State and Danforth Streets. One existing building utilized as an office space, and paved parking areas exist on site.

The proposed project includes:

- The construction of a 5,449 square foot, 4-story building, including 30 affordable residential rental units. It is anticipated that a new 6" sewer service will be installed within Danforth Street to serve the proposed building.
- The renovation of the existing 7,303 square foot office building into 38 lodging house bedrooms with shared bathing and kitchen facilities. Existing sewer utilities servicing the existing 66 State Street building are expected to be utilized for the 38 lodging room use.

The proposed 30-unit building is expected to generate approximately 3,600 gallons of wastewater per day based on the Maine Subsurface Wastewater Disposal Rules. The 38 lodging house bedrooms in the existing building are expected to generate approximately 1,700 gallons of wastewater per day utilizing the design flows for a "boarding house with meals" (180 gpd + 40 gpd/boarder) from Table 4C of the Maine Subsurface Wastewater Disposal Rules.

Attached are a site location figure showing the property delineated on a USGS map, preliminary site and utility plans of the project showing how the development may be served with sewer service, and a City of Portland Wastewater Capacity Application form for the proposed service to be installed within Danforth Street for the 30-unit residential building.

Please provide our office with confirmation that the City of Portland has the ability to provide sanitary sewer service to the proposed development and any comments you may have on the attached drawing.

Please contact me at (207) 322-1223 or adrienne@terradynconsultants.com if you have any questions or require additional information.

Sincerely,

TERRADYN CONSULTANTS LLC

Adrienne Fine, P.E.
Design Engineer

Enc. Wastewater Capacity Application Form
Site Location Figure
Preliminary Site Plan
Preliminary Utility Plan

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

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

Bradley Roland, P.E.
Water Resources Division

Date: 3/14/2019

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

Site Address: 66 State Street, Portland

Chart Block Lot Number: 44/H/1

Proposed Use: 30-unit residential
Previous Use: Parking lot
Existing Sanitary Flows: N/A GPD
Existing Process Flows: N/A GPD
Description and location of City sewer that is to receive the proposed building sewer lateral.
Existing 24" sewer in Danforth Street

Site Category:
- Commercial *(see part 4 below)* ☐
- Industrial *(complete part 5 below)* ☐
- Governmental ☐
- Residential ☑
- Other *(specify)* ☐

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

2. Please, Submit Contact Information.

City Planner's Name: ?? Phone:
Owner/Developer Name: Developers Collaborative
Owner/Developer Address: 100 Commercial Street, Suite 414, Portland, ME 04101
Phone: Fax: E-mail: reading.laura@gmail.com
Engineering Consultant Name: Terradyn Consultants, LLC, Adrienne Fine, P.E.
Engineering Consultant Address: 565 Congress Street, Suite 201, Portland, ME 04101
Phone: 207-322-1223 Fax: E-mail: adrienne@terradynconsultants.com

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

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 3,600 GPD
Peaking Factor/ Peak Times: x6
Specify the source of design guidelines: *(i.e. "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)* State of Maine Subsurface Wastewater Disposal Rules

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

16 x 1 Bedroom Residential Units at 120 gpd/unit	= 1,920 gpd
14 x Efficiency Residential Units at 120 gpd/unit	= 1,680 gpd
Total	= 3,600 gpd

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: N/A

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: N/A GPD

Do you currently hold Federal or State discharge permits? Yes_____ No _____

Is the process wastewater termed categorical under CFR 40? Yes_____ No _____

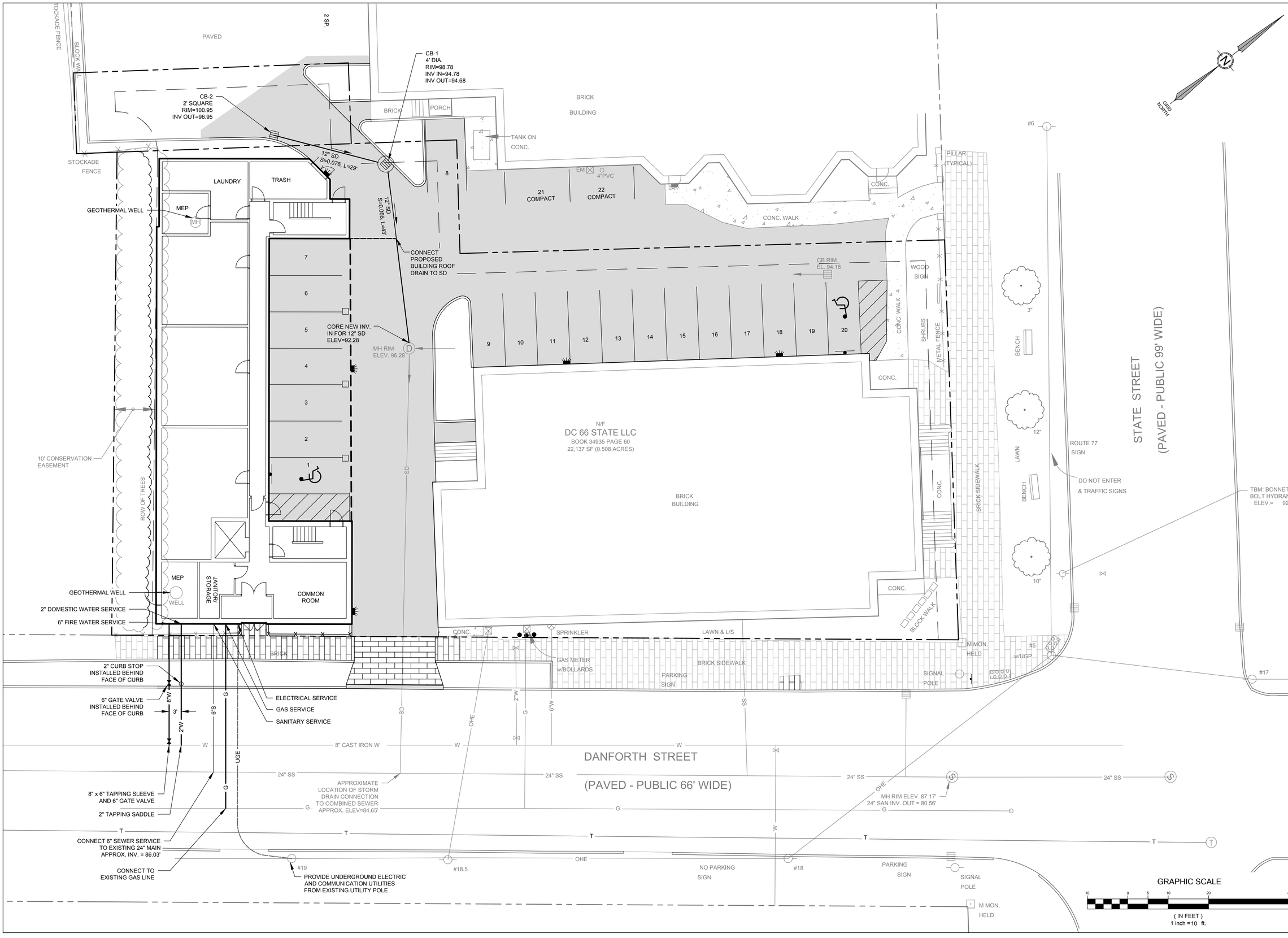
OSHA Standard Industrial Code (SIC): *(http://www.osha.gov/oshstats/sicser.html)*

Peaking Factor/Peak Process Times: _____

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

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

SHEET DESCRIPTION 66 STATE STREET U.S.G.S. QUADRANGLE MAP PORTLAND WEST	TERRADYN CONSULTANTS, LLC Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting	565 Congress Street, Suite 310 Portland, ME 04101 41 Campus Drive, Suite 101 New Gloucester, ME 04260 Office: (207) 926-5111 Fax: (207) 221-1317 www.terradynconsultants.com	JOB NO. 1824 DATE 3/13/2019 SCALE 1"=2,000'	FIGURE 1 OF 2
PREPARED FOR DEVELOPERS COLLABORATIVE 100 COMMERCIAL STREET, SUITE 414 PORTLAND, ME 04101				



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 11587
LICENSED
PROFESSIONAL ENGINEER

DATE: 6-5-19
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
UTILITY PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-B.DWG
SHEET	C-5.0

TERRADYN CONSULTANTS, LLC

Pineland
Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland
565 Congress Street, Suite 310
Portland, ME 04101

July 9, 2019

Andrew Tufts, City Planner
Planning & Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Subject: 66 State Street Mixed Use
Response to Peer Review Comments

Dear Andrew:

Our office received peer review comments for the above referenced project from Jeff Tarling, City Arborsit, Mike Tremblay, P.E., Senior Engineer DPW, Robert Thompson, Fire Department and Lauren Swett, Civil Engineering Peer Review on July 2, 2019. We have reviewed the comments and have prepared the responses presented below. For clarity, each comment is repeated in italics, followed by our response.

Article 1: Landscape, Jeff Tarling, City Arborist

Comment 1: *Bench on corner of State and Danforth Streets gets frequent use and should remain or be enhanced.*

Response: The bench within the State Street esplanade in front of the project site will remain.

Comment 2: *The City Arborist will continue to work with the applicant on selection of tree and plant species on site.*

Response: No Response Necessary

Comment 3: *Street Trees, existing and proposed should be shown along Danforth Street.*

Response: Existing street trees are shown on sheet C-2.1 Existing Conditions and Demolition Plan. One street tree exists along the Danforth Street frontage directly in front of the proposed building. It must be removed for the construction of the building and installation of underground utilities. Three street trees exist along the site's State Street frontage and will remain.

The applicant will work with the City Arborist to specify a reasonable number of street trees along the site's Danforth Street frontage. Due to the financial difficulty in developing affordable housing in Portland, the applicant is seeking relief from the requirement to contribute to the City's Tree Fund for the remaining required additional street trees.

Article 2: Department of Public Works, Mike Tremblay, P.E.

Comment 1: They have several deficiencies in terms of parking aisle widths and parking space sizes, including a high percentage of compact spaces (13/22), too narrow a drive aisle for 4-5 of the spaces, and no turnaround at the end of the parking lot. However, much of these deficiencies exist already. The drive aisle width may be particularly problematic for the handicap space, but I can't find anything in ADA that discusses drive aisle width for accessing a space.

Response: No Response Necessary

Comment 2: Regarding the drive aisle that is as narrow as 14 feet, it is likely that vehicles will use the flush concrete walkway to turn into and out of these spaces. The flush nature of this walkway allows for additional maneuvering space, but may feel less safe for pedestrians and may contribute to maintenance issues on the walkway.

Response: No Response Necessary.

Comment 3: They have two HP spaces. For a 22-space lot, only one is required; however they have two somewhat separate parking areas so providing two is a good idea. However, neither space is technically van-accessible, since for a van space you need an 11-foot wide accessible space with a 5-foot aisle, or an 8-foot space with an 8-foot aisle. Space 1 is a 9-foot space with a 7-foot aisle, so the Applicant should simply restripe that space so it is an 8-foot space next to an 8-foot aisle, and sign that space as a van-accessible space.

Response: Handicap space 1 beneath the proposed building has been re-striped to be 8’ wide with an 8’ aisle. A label has been added to sheet C-3.0 to specify a van accessible ADA parking space sign. The total width of handicap space 20 is 8’ + 7’ = 15’. This is 1’ less than a van accessible space but is adjacent to a flush concrete walk so it may be utilized as a van accessible space. A label has been added to sheet C-3.0 to specify an ADA parking space sign.

Comment 4: Typically, new residential uses need to provide street trees. None appear to be proposed.

Response: The applicant will work with the City Arborist and project Landscape Architect to provide street trees along the site’s Danforth Street frontage.

Comment 5: The orientation of the bricks in the driveway should be the same as the sidewalk, running widthwise across the driveway, such that long parallel seams do not run along the length of the sidewalk/driveway.

Response: The driveway apron bricks were designed to be oriented in the opposite direction than the sidewalk bricks based on as-built conditions of other recent brick driveway aprons observed within the City of Portland and other projects we recently designed that received City approval. The long parallel seams run against the direction of vehicular traffic but with the direction of pedestrian traffic. If the driveway apron brick orientation does need to be changed to meet City standards, we will work with staff to make these updates.

Comment 6: Typically, driveways that serve 10+ parking spaces need to be 20 feet wide. The diagonal access driveway that serves the existing paved parking area is only 13.5 feet wide. I don't see a way to avoid this, but they may need a waiver regardless for the land transfer.

Response: The applicant will request a waiver as needed to allow this drive aisle to be 13.5’ wide. The existing drive aisle into this parking area is approximately 12.8’ wide.

Comment 7: The Applicant will be required to repair all of their trenches with one patch, as there are five service connections in close proximity to one another.

Response: The trench will be repaired with one patch as shown on sheet C-2.1. We have added this patch to sheet C-3.0 for clarity.

Article 3: Fire Department, Robert Thompson

Comment 1: The address for the new building shall be assigned by the City of Portland E911 Addressing Officer and clearly marked on the street side of the building using Arabic numerals no less than six inches in height.

Response: No Response Necessary

Comment 2: Fire Department access shall have an unobstructed vertical clearance of not less than 13'6".

Response: No Response Necessary

Comment 3: The Fire Department has no further concerns on V1 of the site plan.

Response: No Response Necessary

Article 4: Civil Engineering Peer Review, Lauren Swett

Comment 1: I have reviewed their stormwater discussion, and agree that with the proposed minor increase in impervious surface, and reduction in non-roof impervious surface they are not required to comply with the General and Flooding Standards.

Response: No Response Necessary

Comment 2: The Applicant has provided erosion & sedimentation control notes and details, but I did not see the ESC measures shown on a plan. Locations of proposed measures (stabilized construction entrance, silt sack, and silt fence) should be shown on the plans. I suggest they include a silt sack on the downstream catch basin on Danforth Street.

Response: Erosion & sedimentation control measures have been added to sheet C-4.0. A silt sack is now included on the downstream catch basin on Danforth Street.

Comment 3: *I'd suggest they look at the doorways on the proposed new building – both at the western end of the new building and within the parking area - to make sure site drainage will not affect the doors. Some additional grading detail with spot grades and flow arrows may be necessary.*

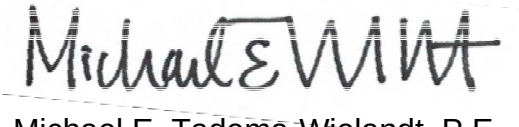
Response: The spot grades at the building doors within the parking area beneath the proposed building (near parking spot 1), at the trash room and at the western stair were raised slightly to avoid impacts from site drainage.

Comment 4: *I do not see a connection for roof runoff from the existing building. I'd suggest they show that on the plan and confirm that the existing connection to the storm drain is adequate for the runoff from both the existing and proposed building.*

Response: We believe that there is a roof drain connection from the existing building but do not know the location at this time. We will work to locate this roof drain pipe and add it to the plans.

We trust that the above responses and revised plans (C-3.0 and C-4.0) uploaded to the City's e-plan system address the comments. Please contact me directly with additional questions or concerns.

Sincerely,
TERRADYN CONSULTANTS LLC



Michael E. Tadema-Wielandt, P.E.
Vice President

cc. Kevin Bunker
David Lloyd

TERRADYN CONSULTANTS, LLC

Pineland
Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland
565 Congress Street, Suite 201
Portland, ME 04101

August 7, 2019 Project #1824

Andrew Tufts, Project Planner
Planning and Urban Development Department
389 Congress Street, 4th Floor
Portland, ME 04101

Subject: Site Plan Revisions
66 State Street

Dear Andrew:

In response to comments received from the Planning Board and staff, we are providing revised plans for the proposed redevelopment of 66 State Street. The plan changes are described below.

Additional Landscaped Open Space

At the suggestion of the Planning Board, we have added an on-site pocket park to provide area for residents to gather outside. The new open space is located in the center of the site, easily accessible to residents of both the apartments and the lodging house. The addition of the landscaped open space reduces the total number of proposed on-site parking spaces from 22 to 18, unless additional ADA accessible spaces are needed for the building, in which case the number of total parking spaces could be 17. Changes to the proposed on-site parking are further described below.

The amount of proposed landscaped open space now equals the amount of landscaped open space on the existing site (15.5%), eliminating the need for a variance from this dimensional standard.

Revised Parking

The proposal for on-site parking has changed as a result of the new pocket park. The project now includes up to 18 total parking spaces, which will be allocated as follows:

Total Parking Spaces: 18 spaces
Residential Apartments: 12 spaces
Lodging House: 4 spaces
To be used by Irish Heritage Center: 2 spaces

The lodging house will have 1 van accessible ADA parking space, and the apartment building will have at least 1 van accessible ADA parking space. Up to 3 additional ADA spaces may be added for the apartment building as described below.

Alternate Parking Plan

We have created an alternate striping design (sheet C-3.1) in order to comply with Maine State Housing Authority (MSHA) requirements. As you are aware, the construction of the proposed 30-unit affordable housing building will be financed through the Low Income Housing Tax Credit Program (LIHTC) administered by MSHA. In order to qualify for this program, the project must comply with MSHA's design standards. The standards require the applicant to have the ***ability*** to provide a ratio of ADA accessible parking spaces to total parking spaces equal to the ratio of accessible residential units to total residential units. However, it is not necessary to stripe these additional ADA spaces unless handicapped tenants rent the accessible units, which may or may not occur. For this project, the required accessible parking space ratio is calculated as follows:

Total residential units: 30
ADA accessible residential units: 10
Ratio of accessible units to total units: 1:3

The attached Alternate Parking Plan (Sheet C-3.1) includes 4 accessible parking spaces for the 30-unit residential building (1/3 of the total 12 spaces allocated to the use). The additional accessible parking spaces shown on the alternate plan can be added as necessary, based on needs of the residents. In order to maximize the number of parking spaces for all tenants, additional ADA spaces will not be striped unless a disabled tenant requires an accessible space.

Full implementation of the Alternate Parking Plan will result in the loss of 1 parking space for the lodging house use due to the addition of access aisles adjacent to accessible parking spaces. A summary of the proposed parking provided with the Alternate Parking Plan is provided below.

Alternate Striping Plan
Total Parking Spaces: 17 spaces
Residential Apartments: 12 spaces
Lodging House: 3 spaces
To be used by Irish Heritage Center: 2 spaces

The applicant requests that the Planning Board approve both parking schemes, shown on the Site Plan (Sheet C-3.0) and the Alternate Parking Plan (Sheet C-3.1). This will ensure compliance with MSHA design standards and allow the applicant some flexibility in striping the parking lot based on the needs of the residents.

Danforth Street Sidewalk

In response to comments from staff, the plans have been revised to include reconstruction of the Danforth Street brick sidewalk from State Street all the way across the site's frontage, approximately 200 linear feet. We have also added 4 street trees in the Danforth Street sidewalk (Sheet L-3-00). Existing underground utilities serving the buildings on site prevent the addition of more street trees.

Spot grades have been updated on the Grading Plan (Sheet C-4.0) to ensure the sidewalk is constructed in accordance with the city's Technical Manual and ADA requirements. The brick driveway apron detail (Sheet C-6.0) has also been revised for these same reasons.

Closure

We believe that the revisions described above address the comments received to date, and we look forward to discussing the project further with the Planning Board on August 13th. In the interim, please let me know if you have any questions or require additional information.

Sincerely,
TERRADYN CONSULTANTS, LLC

Michael Tadema-Wielandt, P.E.
Vice President

Enc.

cc: Kevin Bunker
Laura Reading
David Lloyd

GEOPAK SERIES SIZE 2 LED

Architectural Wallpack

TRP2/RDI2/QSP2 NEW

Cat.#

Job

Type

HUBBELL Outdoor Lighting

Approvals

SPECIFICATIONS

Applications:
Medium sized architectural wallpacks in three stylish shapes accentuate building architecture and provide excellent illumination and uniformity

Construction:
- Die-cast aluminum housing and door
- Seven powder coat standard finishes, plus custom color options

LED:
- 24 or 32 high power LEDs deliver up to 10,800 lumens
- Up to 146 Lumens per watt
- Different lenses offer a variety of distribution patterns - Type I, II, III and IV (Forward throw)
- 3000K - 70 CRI, 4000K - 70 CRI and 5000K - 70 CRI, CCT nominal

Electrical:
- Optional Dual Drivers & Dual Power Feeds for 50, 70 and 90 watt versions
- 120-277, 347 and 480 voltage, 50/60Hz
- Power factor ≥ 90%
- THD (Total Harmonic Distortion) <20%
- Ambient operating temperature -40°C to 40°C
- 20kA surge protection (series); Automatically takes fixture off-line when device is consumed

Installation/Mounting:
- Quick-mount adapter with gasket seal provides easy installation to wall or to recessed junction box (4" square junction box). Fixture attaches by two Allen-head hidden fasteners for tamper resistance.
- Black box accessory available for surface conduit application
- Optional inverted/up mounting (must specify when ordering)

Options/Controls:
- Drivers are 0-10V dimming standard
- Universal button photocontrol for dusk to dawn energy savings
- Photocell and occupancy sensor options available for complete on/off and dimming control
- Occupancy sensor options available for complete on/off and dimming control
- In addition, GeoPak Size 2 can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details

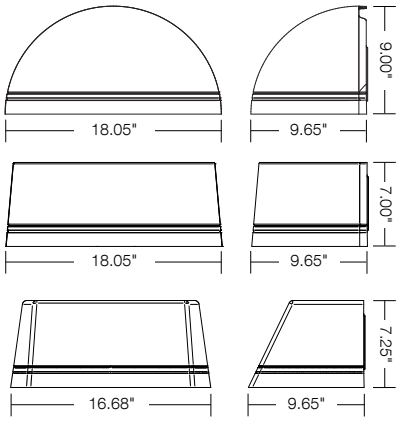
Listings:
- IP65 rated housing
- DesignLights Consortium® (DLC) qualified. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Zero uplight (U0), dark sky, neighbor friendly
- Drivers IP66 and RoHS compliant

Battery Backup:
- Intergral Battery Backup provides emergency lighting for the required 90 minute path of egress.
- Includes a long-life Lithium Iron Phosphate battery with optional battery heater for cold temperature application.
- Utilizes 4 LEDs in emergency mode with 657 lumens. Each of the 4 LEDs in emergency are designed to function independently in the unlikely event of a single LED malfunction
- Spectron® self-testing/self-diagnostic electronics are included standard
- Independent dedicated driver and LED array for battery/emergency mode operation.

Warranty:
For more information visit:
http://www.hubbelloutdoor.com/resources warranty/

PRODUCT IMAGE(S)

DIMENSIONS



SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
QSP2	17 (7.7)	20.5 (52)	10.5 (26)	11 (28)
RDI2	18 (8.2)	20.5 (52)	9.5 (24)	12 (30)
TRP2	16 (7.3)	18.5 (47)	9.5 (24)	11.5 (29)

CERTIFICATIONS/LISTINGS

c UL us

DLC QPL LISTED

ida DARK SKY APPROVED 2016

*3000K and warmer CCTs only

ORDERING INFORMATION

ORDERING EXAMPLE: TRP2-24L30-3K7-2-UNV-DB

[ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ] - [ ]

FAMILY	LEDS - WATTAGE	CCT	DISTRIBUTION	VOLTAGE
TRP2 Trapezoid	24L-30 24 LEDs, 30 watts	3K7 3000K, 70CRI	1 Type I	UNV 120-277V
RDI2 Radius	24L-50 24 LEDs, 50 watts	4K7 4000K, 70CRI	2 Type II	120 120V
QSP2 Qtr-sphere	24L-70 24 LEDs, 70 watts	5K7 5000K, 70CRI	3 Type III	208 208V
	24L-90 24 LEDs, 90 watts		4 Type IV	240 240V
	32L-70 32 LEDs, 70 watts			277 277V
	32L-90 32 LEDs, 90 watts			UHV[1] 347/480V
				347[1] 347V
				480[1] 480V

FINISH	CONTROL OPTIONS	OPTIONS
BL Black Textured	PC Button Photocontrol	SF[3] Single Fuse & Fuse Holder
DB Dark Bronze Textured	SCP[4,5] Programmable occupancy sensor, factory default is 10% light output	DF[3] Double Fuse & Fuse Holder
GT Graphite Textured	SCO[4] Sensor Control, On/Off	E[3] Battery Pack (0ºC)
GYS Light Gray Smooth	SWP[3,7] SiteSync Pre-Commission	EH[3] Battery Pack (-30ºC) with heater
PS Platinum Silver Smooth	SWPM[3,4,7,8] SiteSync Pre-commission w/Occupancy Sensor	2DR[6] Dual Drivers
WH White Textured	**SPEC SCP/SCO & SWPM MOUNT HEIGHT**	2PF[6] Dual Power Feeds
CC Custom Color	-8F Up to 8ft mount height	CS Comfort Shield
	-20F Up to 20ft mount height	

SECONDARY MOUNTING
BLANK Downlight Only
NV[2] Inverted/Up Mounting

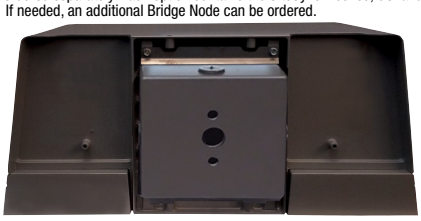
[1] 70 & 90 watt versions only
[2] Not available with SCP, SCO or SWPM sensor options
[3] Must specify voltage (120, 277 or 347V only for SWP & SWP, 120 or 277V only for E & EH)
[4] PCU option not applicable, included in sensor
[5] Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings
[6] Not available with 30w version
[7] Not available with E/EH options. Must specify group and zone information at time or order. See www.HubbellLighting.com/products/sitesync for future details
[8] Specify time delay; dimming level and mounting height

© 2019 HUBBELL OUTDOOR LIGHTING, All Rights Reserved • For more information visit our website: **www.hubbelloutdoor.com** • Printed in USA

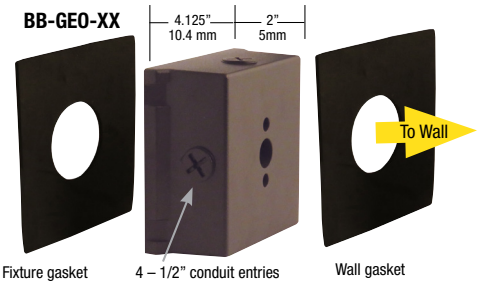
ACCESSORIES (ORDER SEPARATELY)

Catalog Number	Description
SCP-REMOTE*	Remote control for SCP option. Order at least one per project to program and control dimming settings
BB-GEO-XX	Black box with 4 - 1/2" threaded conduit holes, specify finish by replacing "XX" with finish selection, eg. Dark Bronze "DB"
SWUSB**	SiteSync loaded on USB flash drive (Windows based only)
SWTAB**	SiteSync Windows Tablet
SWBRG+	SiteSync Wireless Bridge Node

* Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings.
** When ordering with SiteSync, one of the following interface options must be chosen an ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.
\+ If needed, an additional Bridge Node can be ordered.



BB-GEO-XX – Mounted to luminaire



INPUT POWER CONSUMPTION

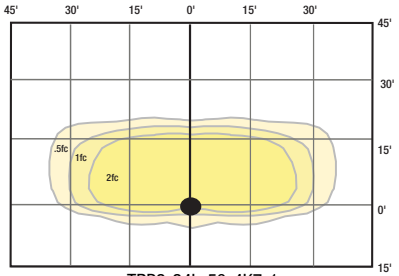
# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
24	350mA	120	0.23	28
		277	0.10	28
	625mA	120	0.41	49
		277	0.18	49
	900mA	120	0.59	71
		277	0.25	71
		347	0.20	71
		480	0.15	71
	1100mA	120	0.72	87
		277	0.31	87
		347	0.25	87
		480	0.18	87
32	650mA	120	0.56	67
		277	0.24	67
		347	0.19	67
		480	0.14	67
	850mA	120	0.69	83
		277	0.30	83
		347	0.24	83
		480	0.17	83

PERFORMANCE DATA

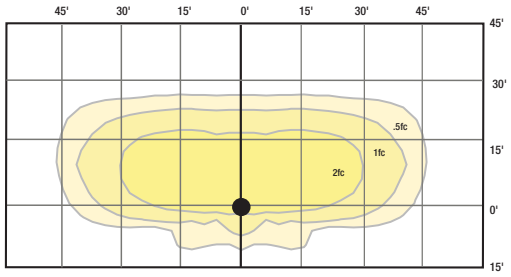
				5K (5000K nominal, 70 CRI)					4K (4000K nominal, 70 CRI)					3K (3000K nominal, 70 CRI)				
# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	LUMENS	LPW[1]	B	U	G	LUMENS	LPW[1]	B	U	G	LUMENS	LPW[1]	B	U	G
24	350mA	28	1	4,075	146	1	0	0	4,065	146	1	0	0	3,660	131	0	0	0
			2	3,747	134	1	0	1	3,738	134	1	0	1	3,366	121	1	0	1
			3	3,756	135	1	0	1	3,747	134	1	0	1	3,374	121	1	0	1
			4	3,656	131	0	0	1	3,647	131	0	0	1	3,284	118	0	0	1
	625mA	49	1	6,329	130	1	0	0	6,313	130	1	0	0	5,685	117	1	0	0
			2	5,820	120	1	0	1	5,806	119	1	0	1	5,228	108	1	0	1
			3	5,833	120	1	0	2	5,819	120	1	0	2	5,240	108	1	0	2
			4	5,678	117	1	0	2	5,664	117	1	0	2	5,100	105	1	0	2
	900mA	71	1	8,613	122	1	0	1	8,592	122	1	0	1	7,737	110	1	0	1
			2	7,921	112	1	0	2	7,902	112	1	0	2	7,115	101	1	0	2
			3	7,939	112	1	0	2	7,920	112	1	0	2	7,131	101	1	0	2
			4	7,728	109	1	0	2	7,709	109	1	0	2	6,942	98	1	0	2
	1100mA	87	1	10,791	124	1	0	1	10,765	124	1	0	1	9,694	112	1	0	1
			2	9,924	114	2	0	2	9,900	114	1	0	2	8,915	103	1	0	2
			3	9,946	115	1	0	2	9,922	114	1	0	2	8,935	103	1	0	2
			4	9,682	112	1	0	2	9,659	111	1	0	2	8,696	100	1	0	2
32	650mA	67	1	8,621	129	1	0	1	8,600	128	1	0	1	7,744	116	1	0	1
			2	7,928	118	1	0	2	7,909	118	1	0	2	7,122	106	1	0	2
			3	7,946	119	1	0	2	7,927	118	1	0	2	7,137	107	1	0	2
			4	7,735	115	1	0	2	7,716	115	1	0	2	6,948	104	1	0	2
	850mA	83	1	10,806	130	1	0	1	10,780	130	1	0	1	9,705	117	1	0	1
			2	9,938	120	2	0	2	9,914	119	1	0	2	8,927	108	1	0	2
			3	9,960	120	1	0	2	9,936	120	1	0	2	8,947	108	1	0	2
			4	9,695	117	1	0	2	9,672	117	1	0	2	8,709	105	1	0	2

© 2019 HUBBELL OUTDOOR LIGHTING, All Rights Reserved • For more information visit our website: **www.hubbelloutdoor.com** • Printed in USA

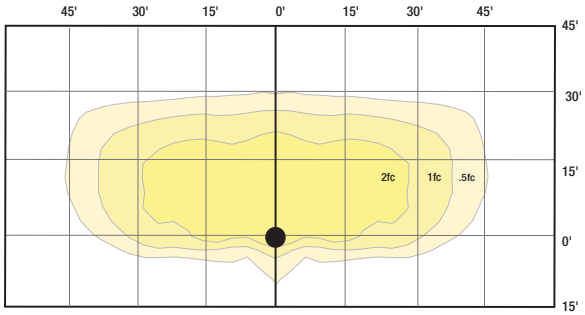
PHOTOMETRIC REPORTS



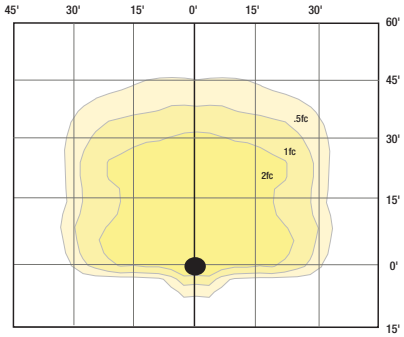
TRP2-24L-50-4K7-1
15' MOUNTING HEIGHT



TRP2-24L-50-4K7-2
15' MOUNTING HEIGHT

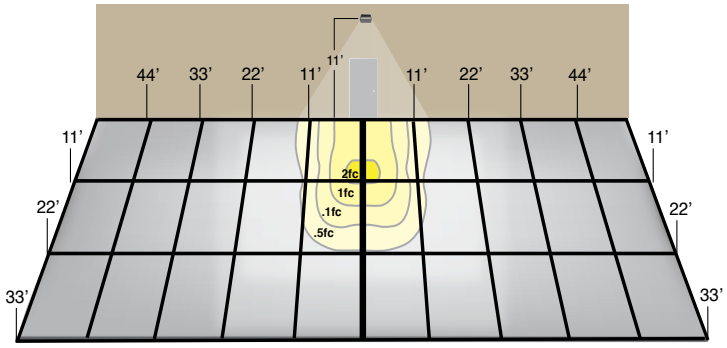


TRP2-24L-50-4K7-3
15' MOUNTING HEIGHT



TRP2-24L-50-4K7-4
15' MOUNTING HEIGHT

PHOTOMETRICS - BATTERY BACK UP



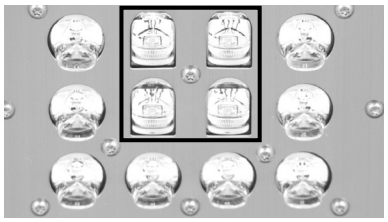
11' Mounting Height

Provides Life Safety Code average illuminance of 1.0 fc. Assumes open space with no obstructions and mounting height of 11'.

Diagrams for illustration purposes only, please consult factory for application layout.

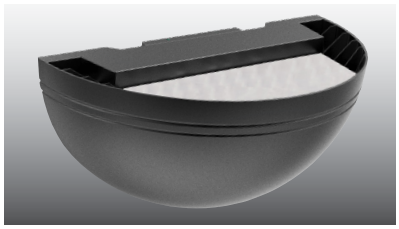
Battery backup units consume 6 watts when charging a dead battery and 2 watts during maintenance charging.
EH (units with a heater) consume up to an additional 8 watts when charging if the battery temp is lower than 10°C

E & EH EMERGENCY BATTERY BACKUP



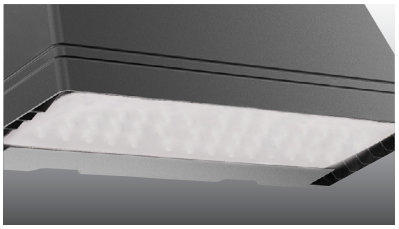
24 or 32 high power LEDs generate up to 11,000 lumens in normal mode and use 4 LEDs for up to 700 lumens in emergency mode.

INVERTED MOUNTING



Inverted mounting capabilities for uplighting applications. Specially designed frosted acrylic diffuser softens output, improves uniformity and prevents water from collecting.

COMFORT SHIELD



Comfort shield option utilizes a frosted acrylic lens that softens output and improves uniformity. Available from the factory or as an accessory for field installation.

CONTROL OPTIONS

Programmable occupancy sensor offers greater control and energy savings with adjustable delay and dimming levels (Factory default is 10%)

© 2019 HUBBELL OUTDOOR LIGHTING, All Rights Reserved • For more information visit our website: **www.hubbelloutdoor.com** • Printed in USA

Google Groups

Proposal of Building at 66 State Street

shewee@aol.com <shewee@aol.com> Jul 15, 2019 9:41 AM
Posted in group: **Planning Board**

Hi,
I have attached a letter regarding the changes to the property at 66 State Street.
I would appreciate it if you would consider my thoughts as you decide on this proposal.

Respectfully,

Deb Gellerson
Volunteer at Maine Irish Heritage Center (former St. Dominic's Church)

207-650-6781

Deb Gellerson
1 Brads Way
Raymond, ME 04071

July 15, 2019

Planning and Urban Development Department
bab@portlandmaine.gov
Planning Board
planningboard@portlandmaine.gov

RE: Proposed Housing Development
66 State Street

Dear Planning Development Board and Planning Board:

I would appreciate you considering my opinion as a longtime volunteer with the Maine Irish Heritage Center (MIHC), formally the St. Dominic's Church.

Firstly, I speak on my own as a volunteer and not as a representative of the Maine Irish Heritage Center. I wish to share my personal experiences as a volunteer in this Portland neighborhood that will be affected by the potential building changes at 66 State Street.

The City of Portland was fortunate 16 years ago to entrust St. Dominic's Church to a small group of people who were dedicated to saving this Portland landmark. This group and its membership have worked tirelessly at trying to keep this historic building intact. It is done largely from fundraising; a prime fundraiser being weddings and other family events. The people who pay us to hold these events have high expectations of us, of the building, and of the neighborhood. And they should.

I would urge you to consider the impact that this development may have to this building; a building that the City of Portland chose to keep as an important landmark in the City.

As a volunteer, please allow me to explain to you what our process needs to be for every event such as a wedding with the neighboring building under the current ownership of Amistad:

Days before we begin to clean up the neighborhood picking up trash, discarded clothes and debris, broken bottles, used needles. We squeeze into the space fenced off along State Street, the alleys and the nearby dumpsters; pick up the collections of old furniture and whatever has been dragged into the surrounding areas. This process continues until minutes before an event begins. Then, on the event day we need to monitor every entrance for non-guests who try to enter the building.

I have on many occasions been one of the volunteers who have had to call the police or the rescue due to situations happening on our premises or on the sidewalk areas where our guests will be walking. This is the current situation we deal with; when the hours for the Amistad building are daytime, weekday hours. I believe with 24/7 residents and support staff here, the situation will worsen. I ask you to

seriously consider how this proposed housing with “support” services and an inside parking lot will negatively impact our attempt to make money to keep this building.

The proposal will eliminate the ability to have any weekend parking for MIHC. While I realize that this parking lot is not owned by MIHC, I ask the Council to consider that, regardless of what the usage outcome is for this property, eliminating this area from MIHCs usage on the weekends will have a dramatic effect on having events at MIHC. When the City entrusted the building to the volunteers; the city and the Catholic Church did not provide parking opportunities to the building that was once part of a complex of shared parking. This requirement is only a common sense solution to helping to preserve the opportunities for MIHC. Elderly and handicap persons and service people must have access to this building.

The proposal will further take away from the beauty of MIHC. To allow further construction around this building will just further detract from the character of this neighborhood.

In my opinion, this proposal will encourage far more loitering around MIHC than occurs now. The proposed housing will entice more people to hang around and more people to use the alleys and stairways of MIHC to deposit debris and make it even more difficult for volunteers of MIHC to maintain the property for special events. If you decide to approve this plan I ask you to insist upon full time 24 hour security and property maintenance; coverage which includes outside maintenance to MIHC grounds.

I believe that the owners of the surrounding buildings should have an obligation to help to preserve and protect this 1800’s building; a building that was built by hand from some of the first immigrants of the City of Portland. A building that the City chose to protect and preserve. The building that is precious to the character of the neighborhood and icon of the City. Please, help our small group of volunteers to keep it going. I am truly afraid that with the proposed increased building footprints, the loss of the parking area, and the strong potential of increased loitering and debris, MIHC will no longer become appealing for people to rent for special events. If that is the case, the income to keep plugging away at restoring the Maine Irish Heritage Center will diminish. With every wedding and special event contract that we lose because of the loss of aesthetic beauty of the surrounding area, is another bit of income that we could have used trying to save this building.

I ask you, sincerely, as stewards of the city of Portland, to please seriously consider the impact this would have on the Maine Irish Heritage Center and its volunteers. Further, as you consider the future uses of the Mercy Hospital and the Precious Blood properties, think about the opportunity you have as Council to create parking opportunity for weekend events at MIHC. You, as councilors of the City of Portland have an opportunity to help ensure a positive outcome for MIHC.

Respectfully,

Deb Gellerson

Google Groups

66 State St, Amastaid Building

Suzanne Hunt <shuntdoherty@gwi.net> Jul 17, 2019 6:20 AM
Posted in group: **Planning Board**

I do not feel that the open space requirement should be reduced for this development. Given the density and the proposed use a maximum of open space should be required.
I am a property owner at 36 Winter Street. I am optimistic regarding the lodging house idea.
Thank you, Suzanne Hunt

Sent from my iPad

Portland Maine Yes. Google's good here.

Jennifer Munson <jmy@portlandmaine.gov>

Fwd: FW: Public comment on 66 State Street zoning variance appeal

1 message

Andrew Tufts <atufts@portlandmaine.gov> Wed, Jul 17, 2019 at 2:05 PM
To: Jennifer Munson <jmy@portlandmaine.gov>

66 State Street public comment

---------- Forwarded message ---------
From: **Elizabeth Parsons** <ecparsons33@hotmail.com>
Date: Wed, Jul 17, 2019 at 10:20 AM
Subject: FW: Public comment on 66 State Street zoning variance appeal
To: atufts@portlandmaine.gov <atufts@portlandmaine.gov>

FYI. Sent to Board of Zoning Appeal.

Last evening, I attended the public meeting on the proposal put forward by Developers Collaborative. While I am neither opposed to the envisioned use of overall project as currently being discussed nor to the general idea of constructing a building on a parking lot, I am opposed to the request for a zoning variance.

These are the reasons why:

- There was widespread concern amongst meeting attendees last evening about the lack of open/green space left if the proposal goes through as the company envisions. Yet, this request for a variance is specifically to reduce the minimum landscaped open space.

- Portland and South Portland are currently conducting a much-needed climate change planning process, One Climate Future.
    - It is widely understood that trees and other greenery are critical elements for mitigating carbon emissions and helping cool the planet. Yet, construction of a building on this lot will most likely entail felling (or killing by disturbance) the one mature tree left nearby. Extending the building's footprint via the requested variance would also entail taking down the evergreen hedge between the site and the Danforth Inn.
        - While the plans include remarks about installing landscaped islands and replanting trees, taking away well-established vegetation and inserting new, smaller vegetation is not a one-to-one trade off, especially when it's acknowledged that the end product will be smaller than what's there now.
    - The argument made for the building size (on which the request for a variance hinges) was the typical one developers use: that it's needed "to make the numbers work." This refers, of course, to monetary numbers. If, however, the number for carbon emissions does not very soon decrease, monetary numbers aren't going to matter.

Developers Collaborative has shown sensitivity to ecological concerns by planning to use the site's geothermal wells and for the new building to meet current "green" standards. This is all good. Given the urgency of the climate crisis, though, I suggest the Zoning Board of Appeals tell them to go back to the drawing board, devise a proposal that fits within current zoning parameters and that shows comprehensive understanding of the City's climate action goals. It's highly unlikely that insisting they stay within already established guidelines while keeping an eye on the future here would damage this well-established and respected local company.

Sincerely,

Elizabeth C. Parsons

44 Winter Street

member, Portland Climate Action Team

--
Andrew Tufts
Project Planner
Planning and Urban Development Department

389 Congress Street 4th Floor
Portland, ME 04101
atufts@portlandmaine.gov
(207) 874-8724

Google Groups

Fwd: PL-000684-2019 66 State Street

Steve Morrison <steve@morrisonrealtors.com> Jul 22, 2019 2:52 PM
Posted in group: **Planning Board**

Begin forwarded message:

From: Steve Morrison <steve@morrisonrealtors.com>
Subject: PL-000684-2019 66 State Street
Date: July 22, 2019 at 2:49:31 PM EDT
To: Andrew Tufts <atufts@portlandmaine.gov>
Cc: Steve Morrison <steve@morrisonrealtors.com>

Good Afternoon,
I plan on attending the workshop for this project tomorrow 7/23. A few questions I hope the board could address, i understand the public is invited but can not speak:

- I believe the subject parcel lies in an R-6 zone and I don't see the R-6 zone as part of the inclusionary zoning standard in section 30.So here is the question; how did the developer calculate density to get to 30 housing units and 38 SRO for a total of 68 possible individual living situations?
- What is the minimum green space allowed?
- What is the maximum amount of impervious surface allowed?
- There are plans to have “support staff” on site what is the maximum amount of office space allowed if there are already 68 individual living quarters?

Thank You

Steve Morrison
Morrison Properties
156-58 Danforth Street

(My two buildings lie directly across Danforth Street from the parking lot where this project is proposed

SITE DEVELOPMENT PLANS
FOR
66 STATE STREET
PORTLAND, MAINE
AUGUST 2019
PERMIT DOCUMENTS

APPLICANT:

DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

PROJECT PARCELS

CITY OF PORTLAND TAX ASSESSOR'S MAP, BLOCK, & LOT NUMBERS

MAP	BLOCK	LOT	RECORD OWNER
44	H	1	DC 66 STATE LLC

SHEET INDEX

C-1.0	COVER SHEET
C-1.1	GENERAL NOTES & LEGEND
1	BOUNDARY & TOPOGRAPHIC SURVEY
C-2.0	RECORDING PLAT - IN PROGRESS
C-2.1	EXISTING CONDITIONS & DEMOLITION PLAN
C-2.2	CONSTRUCTION MANAGEMENT PLAN
C-3.0	SITE PLAN
C-3.1	SITE PLAN - ALTERNATIVE PARKING
C-4.0	GRADING, DRAINAGE & EROSION CONTROL PLAN
C-5.0	UTILITY PLAN
C-6.0	SITE DETAILS
C-6.1	UTILITY AND DRAINAGE DETAILS
C-6.2	EROSION CONTROL NOTES & DETAILS
L-3-00	PLANTING PLAN
P-1	LIGHTING PHOTOMETRIC PLAN

LOCATION MAP
SCALE: 1"=500'

PERMITS

TYPE OF PERMIT	GOVERNING BODY	STATUS
SITE PLAN/SUBDIVISION APPROVAL	CITY OF PORTLAND PLANNING AUTHORITY CITY HALL, 389 CONGRESS STREET PORTLAND, ME 04101 TEL. 207.874.8722	SUBMITTED 6/5/2019
BUILDING PERMIT	CITY OF PORTLAND CODE ENFORCEMENT OFFICE CITY HALL, 389 CONGRESS STREET PORTLAND, ME 04101 TEL. 207.874.8900	TO BE SUBMITTED BY BUILDING CONTRACTOR
UTILITY / STREET OPENING	CITY OF PORTLAND PUBLIC SERVICES DIVISION 55 PORTLAND STREET PORTLAND, ME 04101 TEL. 207.874.8801	TO BE FILED BY SITE CONTRACTOR

UTILITIES

SEWER/STORM
CITY OF PORTLAND
PUBLIC SERVICES DIVISION
55 PORTLAND STREET
PORTLAND, MAINE 04102
207.874.8850

WATER
PORTLAND WATER DISTRICT
22 DOUGLASS STREET
P.O. BOX 3553
PORTLAND, MAINE 04104
207.774.5961

ELECTRIC
CENTRAL MAINE POWER COMPANY
162 CANCO ROAD
PORTLAND, ME 04103
(207) 842-2367

TELEPHONE
FAIRPOINT COMMUNICATIONS
5 DAVIS FARM ROAD
P.O. BOX 11560
PORTLAND, MAINE 04103
888.984.1515

NATURAL GAS
UNITIL
376 RIVERSIDE INDUSTRIAL PARKWAY
PORTLAND, MAINE 04103
866.933.3821

DIG SAFE SYSTEM, INC.
TEL. 1-888-DIG-SAFE (344-7233)
WWW.DIGSAFE.COM

PREPARED BY:

CIVIL ENGINEER:
TERRADYN CONSULTANTS, LLC
565 CONGRESS STREET, SUITE 201
PORTLAND, MAINE 04101
207.926.5111
CONTACT: MICHAEL TADEMA-WIELANDT

ARCHITECT:
ARCHETYPE ARCHITECTS
48 UNION WARF
PORTLAND, ME 04101
207.772.6022
CONTACT: DAVID LLOYD

LANDSCAPE ARCHITECT:
ACETO LANDSCAPE ARCHITECTS
428 FORE STREET, 3RD FLOOR
PORTLAND, ME 04101
207.221.3390
CONTACT: NICK ACETO

SURVEYOR:
OWEN HASKELL, INC.
309 U.S. ROUTE ONE, UNIT 10
FALMOUTH, MAINE 04105
207.774.0424
CONTACT: JOHN SCHWANDA

STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 13131
LICENSED PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW

565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102

41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260

OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
COVER SHEET

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	AS NOTED
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-C.DWG
SHEET	C-1.0

GENERAL NOTES:

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF ALL REGULATIONS ADMINISTERED BY THE LOCAL UTILITY COMPANIES AND THE CITY OF PORTLAND.
2. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE ENTRANCES, EXITS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE POINTS.
3. ALL REQUIRED AND NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL SERVICE CONNECTIONS.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE (1-888-DIGSAFE). IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS, AT NO EXTRA EXPENSE TO THE OWNER.
5. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
6. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
7. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO PROJECT CONTRACT SPECIFICATIONS, AND THE CITY OF PORTLAND TECHNICAL MANUAL STANDARDS, WHICHEVER IS MORE STRINGENT.
8. TOPOGRAPHIC AND BOUNDARY SURVEY INFORMATION WAS PROVIDED BY OWEN HASKELL, INC. ELEVATIONS BASED ON CITY DATUM, BENCHMARK: "BONNET BOLT HYDRANT", ELEVATION 92.89'. BEARINGS ARE GRID NORTH AS BASED ON CITY MONUMENT T124-25-1237 AT CORNER OF DANFORTH AND WINTER STREETS AND T124-25-1238 AT SOUTHERN CORNER OF DANFORTH AND STATE STREETS.
9. FEMA MAP COMMUNITY PANEL NUMBER 230051 0013 B. THE SITE IS LOCATED IN A C ZONE.
10. THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED IN THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THE PLAN AND ALL THE PROPERTY WHICH APPEARS IN THE RECORD OF THE PLANNING BOARD PROCEEDINGS ARE CONDITIONS OF THE APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVALS IS PERMITTED UNLESS AN AMENDED PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING AUTHORITY.
11. ALL SIGNAGE SHALL CONFORM TO THE STANDARDS FOR SIZE, HEIGHT, LOCATION AND REFLECTIVITY SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
12. ALL CURB SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS AS NOTED ON THE PLANS: GRANITE CURB SHALL MEET THE REQUIREMENTS OF MaineDOT SPECIFICATIONS 609.03 AND CITY OF PORTLAND TECHNICAL STANDARDS.
13. ALL DIMENSIONING UNLESS OTHERWISE NOTED IS TO THE FACE OF CURB OR FACE OF BUILDING.
14. THE FACILITY IS SERVICED BY PUBLIC WATER, SEWER, NATURAL GAS, AND OVERHEAD POWER.
15. THE CONTRACTOR IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PUBLIC WORKS INSPECTION SERVICES DIVISION (874-8300 EXT. 8838), CODE ENFORCEMENT OFFICE AND DEVELOPMENT REVIEW COORDINATOR IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. A PRE-CONSTRUCTION MEETING MAY BE REQUIRED TO INCLUDE THE PUBLIC WORKS AUTHORITY OR DEVELOPMENT REVIEW COORDINATOR.
16. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE.
17. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN MUST BE EMPLOYED ON ADJACENT STREETS AS NECESSARY. THE CONTRACTOR SHALL COORDINATE AND SEEK APPROVAL FROM THE PUBLIC SERVICE DIVISION FOR THE PLACEMENT/PARKING OF EQUIPMENT WITHIN THE PUBLIC RIGHT OF WAY.
18. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH THE CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 12. ALL SALVAGED MATERIAL WITHIN THE PUBLIC R.O.W.(SIDEWALKS, BRICKS, GRANITE CURB) NOT REUSED SHALL BE DISPOSED OF AS DIRECTED BY THE PORTLAND PUBLIC SERVICES DEPARTMENT AT NO EXTRA COST TO THE OWNER.
19. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
20. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERLY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR REGISTERED IN THE STATE OF MAINE AT THE CONTRACTOR'S EXPENSE.
21. A STREET OPENING PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL BE COMPLETED IN CONFORMANCE TO THE CITY'S RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN PUBLIC RIGHT OF WAYS.
22. CONTRACTOR MUST MAINTAIN THROUGH TRAFFIC ON ADJACENT STREETS AT ALL TIMES.
23. ALL METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS IDENTIFIED HEREIN SHALL CONFORM TO THE CITY OF PORTLAND CONSTRUCTION AND TECHNICAL STANDARDS AND SPECIFICATIONS AND/OR CURRENT MaineDOT STANDARDS AND SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
24. RECORD DRAWINGS MUST INCLUDE ALL BURIED UTILITIES INCLUDING, BUT NOT LIMITED TO, BENDS, APPURTENANCES, AND OTHER FEATURES, TO BE LOCATED IN THE FIELD BY GIS AND RECORDED AS AN AS-BUILT PLAN BY THE CONTRACTOR AT THE END OF THE PROJECT. THIS PLAN SHALL ALSO BE PROVIDED TO THE OWNER.
25. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL DRAWINGS PREPARED BY ARCHETYPE ARCHITECTS FOR EXACT LOCATIONS AND DIMENSIONS OF THE ENTRANCES, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE POINTS.
26. ALL REQUIRED AND NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL SERVICE CONNECTIONS.
27. CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITIES IN THE AREA OF PROPOSED EXCAVATION OR BLASTING AT LEAST THREE (3) BUT NOT MORE THAN (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION. CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRSA 3360-A.

GRADING AND DRAINAGE NOTES:

1. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF n = 0.013 OR LESS. UNLESS A SPECIFIC PIPE MATERIAL IS CALLED FOR ON THE CONTRACT DRAWINGS. PVC PIPING SHALL NOT BE USED IN AREAS OF EXPOSED SUNLIGHT.
2. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING EARTHWORK OPERATIONS TO INSURE THAT DISTURBANCE TO ANY STEEP SLOPE AREAS ARE MINIMIZED TO THE EXTENT PRACTICABLE.
3. THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN ARE BASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY OTHERS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-DIGSAFE) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
4. ALL PAVING WITHIN THE PUBLIC R.O.W. SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF PORTLAND RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN THE PUBLIC R.O.W.
5. NO HOLES, TRENCHES OR STRUCTURES SHALL BE LEFT OPEN OVERNIGHT IN ANY EXCAVATION ACCESSIBLE TO THE PUBLIC OR IN PUBLIC RIGHTS-OF-WAY.
6. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ARCHITECT/ENGINEER AND/OR CLIENT/OWNER.
7. CONTRACTOR SHALL INCORPORATE PROVISIONS AS NECESSARY IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES AND PHYSICAL FEATURES THAT ARE OUTSIDE THE SCOPE OF WORK. THE CONTRACTOR SHALL MAINTAIN SITE STABILITY DURING CONSTRUCTION TO AVOID EROSION AND SEDIMENT TRANSPORT. CONTRACTOR SHALL RESTORE ALL AREAS TO A FINAL STABILIZED CONDITION AS DIRECTED BY DESIGN DRAWINGS.
8. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ENGINEER.
9. EXTERIOR GRADES AROUND PROPOSED STRUCTURE SHALL BE COORDINATED WITH FINAL BUILDING PLANS AND PROVIDE FOR ALL ACCESS OPENINGS.
10. SUBGRADE FILL PLACED BENEATH ALL PERMANENT PAVEMENT, SIDEWALK OR CONCRETE SURFACES EXCLUDING ANY BUILDING AREAS, SHALL BE GRANULAR BORROW. SUBGRADE FILL PLACED BENEATH ALL LANDSCAPE AREAS EXCEPT THOSE ADJACENT THE FOUNDATION SYSTEMS MAY BE A COMMON BORROW MATERIAL SUITABLE FOR EMBANKMENT CONSTRUCTION, FREE FROM FROZEN MATERIAL, PERISHABLE RUBBLE, PEAT, ORGANICS, ROCKS LARGER THAN 12" IN DIAMETER, VEGETATION AND OTHER MATERIAL UNSUITABLE FOR ROADWAY AND SUBGRADE CONSTRUCTION. EXCAVATED ON-SITE MATERIALS MAY BE USED FOR FILL PROVIDED THE MATERIAL IS FREE FROM UNSUITABLE MATERIAL DESCRIBED IN THIS NOTE AND UPON APPROVAL OF THE ENGINEER. EXCAVATED ONSITE MATERIALS MAY NOT BE USED AS COMPACTED STRUCTURAL FILL BENEATH THE BUILDING AREAS OR AS FOUNDATION BACKFILL. GRANULAR BORROW AND COMMON BORROW SHALL COMPLY WITH MaineDOT SPECIFICATIONS.
11. ALL FILLS SHALL BE PLACED IN LAYERS NOT MORE THAN 12" LOOSE DEPTH AND COMPACTED BY HEAVY COMPACTION EQUIPMENT. MINIMUM COMPACTION SHALL BE 95% OF MAXIMUM DENSITY ASTM 1557, MODIFIED AND FIELD DENSITY ASTM D2922 (NUCLEAR METHODS).
12. 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.

CONSTRUCTION MANAGEMENT NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH 2009 NFPA 1 CHAPTER 16 SAFE GUARDS DURING BUILDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS.
2. ANY CUTTING AND WELDING WORK PERFORMED ONSITE SHALL REQUIRE A "HOT WORK" PERMIT FROM THE PORTLAND FIRE DEPARTMENT.
3. THE GENERAL CONTRACTOR SHALL POST EMERGENCY CONTACT INFORMATION ON THE PROJECT SITE PROPERTY DURING CONSTRUCTION IN THE EVENT OF AN AFTER HOURS EMERGENCY. THIS CONTACT INFORMATION SHALL ALSO BE PROVIDED TO THE PORTLAND FIRE DEPARTMENT.
4. IF THE SITE IS SECURED BY TEMPORARY OR PERMANENT FENCING WITH LOCKED GATES, THEN THE APPLICANT OR ASSIGNED REPRESENTATIVE SHALL PURCHASE A KNOX PADLOCK FROM THE PORTLAND FIRE DEPARTMENT TO ALLOW ACCESS BY THE PORTLAND FIRE DEPARTMENT.
5. STREETS SHALL MAINTAIN A 20' WIDTH FOR FIRE DEPARTMENT ACCESS AT ALL TIMES.
6. FIRE HYDRANTS SHALL NOT BE BLOCKED OR ENCLOSED BY FENCING. A 3' CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AROUND FIRE HYDRANTS.

UTILITY NOTES:

1. ALL REQUIRED UTILITIES SERVING THE PROJECT SHALL BE COORDINATED BETWEEN THE SITE WORK CONTRACTOR AND DIVISION 22/26 CONTRACTOR(S). THE SITE WORK CONTRACTOR SHALL BE RESPONSIBLE TO EXTEND ALL PROPOSED UTILITIES TO WITHIN FIVE (5) FEET OF THE BUILDING TO A LOCATION COORDINATED WITH THE MECHANICAL AND ELECTRICAL SUBCONTRACTORS. THE BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES WITHIN FIVE (5) FEET AND INSIDE THE BUILDING OR UNDER SLAB.
2. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF AND/OR RELOCATION OF OVERHEAD AND UNDERGROUND TELEPHONE WITH FAIRPOINT COMMUNICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUITS, PULL WIRES, TRENCHING AND BACKFILLING NECESSARY TO COMPLETE THE WORK.
3. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRIC SERVICE WITH CENTRAL MAINE POWER, THE TELECOMMUNICATIONS SERVICE WITH FAIRPOINT COMMUNICATIONS, AND THE CABLE SERVICE WITH TIME WARNER CABLE. ALL WORK SHALL CONFORM TO THE PROJECT SPECIFICATIONS OR UTILITY COMPANY STANDARDS, WHICHEVER IS MORE STRINGENT.
4. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. ALL UNDERGROUND CONDUITS SHALL HAVE NYLON PULL ROPES TO FACILITATE PULLING CABLES.
6. THE CONTRACTOR SHALL OBTAIN, PAY FOR, AND COMPLY WITH ALL REQUIRED PERMITS, ARRANGE FOR ALL INSPECTIONS, AND SUBMIT COPIES OF ACCEPTANCE CERTIFICATES TO THE OWNER PRIOR TO COMPLETION OF THE PROJECT.
7. 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.
8. A 10 FOOT MINIMUM EDGE TO EDGE HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN ALL WATER AND SANITARY SEWER LINES. A 12 INCH OUTSIDE TO OUTSIDE VERTICAL SEPARATION SHALL BE PROVIDED AT ALL WATER AND SANITARY SEWER CROSSINGS.
9. THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICES AS REQUIRED TO PROVIDE CONTINUOUS SERVICE TO THE JOBSITE. TEMPORARY SERVICES SHALL COMPLY WITH ALL FEDERAL, STATE, LOCAL AND UTILITY COMPANY STANDARDS. COORDINATE ALL TEMPORARY SERVICES WITH UTILITY COMPANY, OWNER, AND AFFECTED BUSINESSES.
10. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT. ALL SANITARY SERVICES AND APPURTENANCES TO BE ABANDONED SHALL BE PROPERLY RECORDED WITH PORTLAND PUBLIC WORKS ENGINEERING DEPARTMENT. A DIGITAL VIDEOTAPE SHALL BE MADE OF SANITARY SEWER SYSTEMS TO BE UTILIZED PRIOR TO CONSTRUCTION; UPSTREAM PIPES INTENDED FOR ABANDONMENT SHALL BE INSPECTED TO VERIFY THAT THEY NO LONGER SERVE OTHER FACILITIES.

PERMITTING NOTES:

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SITE PLAN REVIEW PERMIT FROM THE CITY OF PORTLAND WHICH WILL BE MADE A PART OF THE CONTRACT BID DOCUMENTS. THE CONSTRUCTION WILL BE GOVERNED BY THE ZONING ORDINANCES WHICH ARE AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.

DIMENSIONAL REQUIREMENTS (R6 ZONE)		
STANDARD	R6	PROVIDED
MIN. LOT SIZE	2,000 SF	23,497 SF
MIN. FRONTAGE	20 FT	99 Ft
# UNITS	-	30 RESIDENTIAL 38 LODGING HOUSE ROOMS
MIN. LOT AREA PER RESIDENTIAL DWELLING UNIT	725 SF	783 SF
MIN. LOT AREA PER LODGING HOUSE ROOMING UNIT	250 SF	618 SF
MIN. FRONT YARD	5 FT OR AVG. DEPTH OF ADJACENT FRONT YARDS	8 FT (EXISTING)
MIN. SIDE YARD	5 FT OR NONE ON A SIDE STREET	5 FT 3 FT (SIDE STREET)
MIN. REAR YARD	10 FT	10 FT
MAX. LOT COVERAGE	60%	55%
LANDSCAPE OPEN SPACE	20% EXISTING=15.5%	15.5%
MAXIMUM STRUCTURE HEIGHT	45 FT	45 Ft
PARKING	35 TOTAL 27 RESIDENTIAL SPACES (1 SPACE/UNIT * 30 - FIRST 3 UNITS) 8 LODGING HOUSE SPACES (1 SPACE/EVERY 5 ROOMING UNITS)	18 TOTAL (17 TOTAL IN ALT. PLAN) 12 FOR RESIDENTIAL 2 FOR ABUTTER 4 FOR LODGING HOUSE (TYP.) OR 3 FOR LODGING HOUSE (ALT.) WAIVER REQUESTED
BICYCLE PARKING	2 SPACES PER EVERY 5 UNITS (12 SPACES)	12

LEGEND

- EXISTING PROPERTY LINE
- PROJECT SITE BOUNDARY
- EXISTING SETBACK LINE
- PROPOSED EASEMENT
- 124 EXISTING MINOR CONTOUR
- 124 EXISTING MAJOR CONTOUR
- 124 PROPOSED CONTOUR
- SD EXISTING STORMDRAIN
- SD PROPOSED STORMDRAIN
- S EXISTING SANITARY SEWER
- S PROPOSED SANITRY SEWER
- W EXISTING WATER LINE
- W PROPOSED WATER LINE
- UD EXISTING UNDERDRAIN
- UD PROPSED UNDERDRAIN
- OHE EXISTING OVERHEAD ELECTRIC & TELEPHONE
- OHE PROPOSED OVERHEAD ELECTRIC & TELEPHONE
- UGE EXISTING UNDERGROUND ELECTRIC & TELEPHONE
- UGE PROPOSED UNDERGROUND ELECTRIC & TELEPHONE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- PROPOSED EDGE OF GRAVEL
- EXISTING CURB
- PROPOSED CURB
- PROPOSED FENCE
- SF SILT FENCE
- TP-A TEST PIT
- EXISTING VALVE
- PROPOSED VALVE
- EXISTING HYDRANT
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- EXISTING DRAIN MANHOLE
- PROPOSED DRAIN MANHOLE
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- 30.20 EXISTING SPOT GRADE
- 30.20 PROPOSED SPOT GRADE
- SURVEY CONTROL POINT
- EXISTING MONUMENT
- EXISTING IRON PIPE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED CONCRETE
- PROPOSED PAVEMENT
- PROPOSED BRICK

STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 12104
LICENSED PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APVD BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE, SUITE 101, NEW GLOUCESTER, ME 04260
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
565 CONGRESS STREET, SUITE 201, PORTLAND, ME 04102

Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

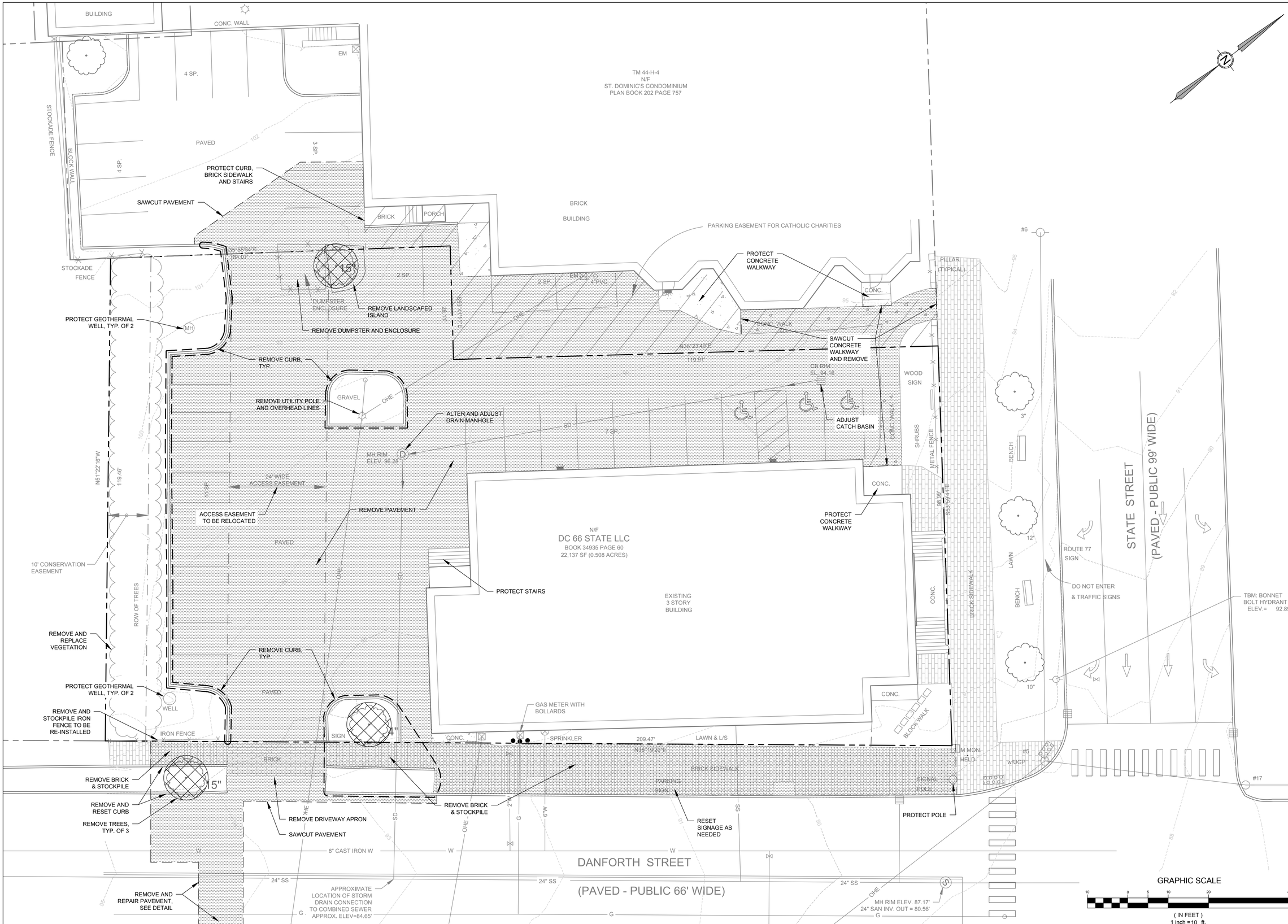
PROJECT: PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE: GENERAL NOTES & LEGEND

CLIENT: DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	AS NOTED
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-C.DWG

SHEET C-1.1



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 7807
LICENSED
PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

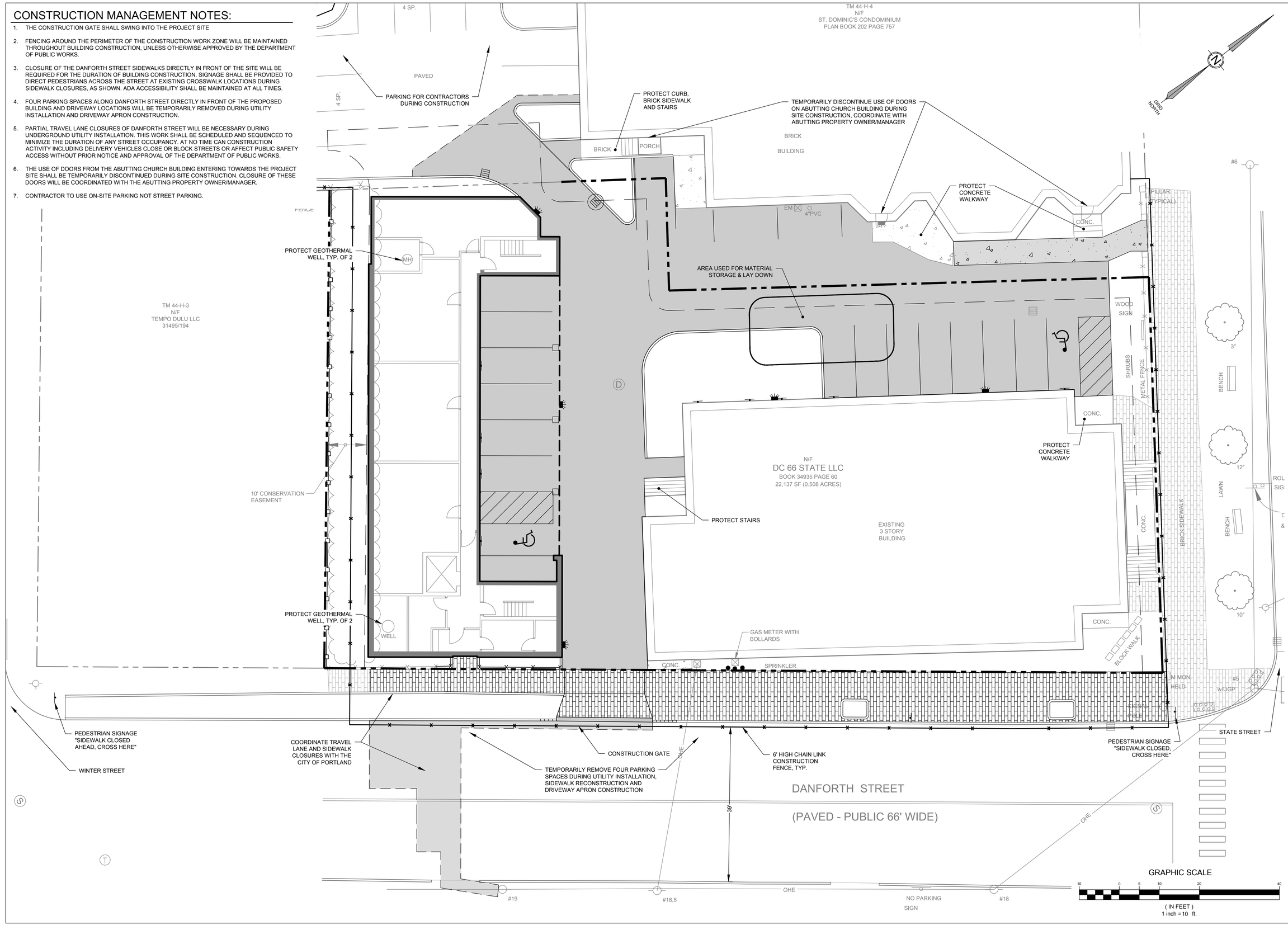
SHEET TITLE:
EXISTING CONDITIONS & DEMOLITION PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-B.DWG
SHEET	C-2.1

CONSTRUCTION MANAGEMENT NOTES:

1. THE CONSTRUCTION GATE SHALL SWING INTO THE PROJECT SITE
2. FENCING AROUND THE PERIMETER OF THE CONSTRUCTION WORK ZONE WILL BE MAINTAINED THROUGHOUT BUILDING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.
3. CLOSURE OF THE DANFORTH STREET SIDEWALKS DIRECTLY IN FRONT OF THE SITE WILL BE REQUIRED FOR THE DURATION OF BUILDING CONSTRUCTION. SIGNAGE SHALL BE PROVIDED TO DIRECT PEDESTRIANS ACROSS THE STREET AT EXISTING CROSSWALK LOCATIONS DURING SIDEWALK CLOSURES, AS SHOWN. ADA ACCESSIBILITY SHALL BE MAINTAINED AT ALL TIMES.
4. FOUR PARKING SPACES ALONG DANFORTH STREET DIRECTLY IN FRONT OF THE PROPOSED BUILDING AND DRIVEWAY LOCATIONS WILL BE TEMPORARILY REMOVED DURING UTILITY INSTALLATION AND DRIVEWAY APRON CONSTRUCTION.
5. PARTIAL TRAVEL LANE CLOSURES OF DANFORTH STREET WILL BE NECESSARY DURING UNDERGROUND UTILITY INSTALLATION. THIS WORK SHALL BE SCHEDULED AND SEQUENCED TO MINIMIZE THE DURATION OF ANY STREET OCCUPANCY. AT NO TIME CAN CONSTRUCTION ACTIVITY INCLUDING DELIVERY VEHICLES CLOSE OR BLOCK STREETS OR AFFECT PUBLIC SAFETY ACCESS WITHOUT PRIOR NOTICE AND APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS.
6. THE USE OF DOORS FROM THE ABUTTING CHURCH BUILDING ENTERING TOWARDS THE PROJECT SITE SHALL BE TEMPORARILY DISCONTINUED DURING SITE CONSTRUCTION. CLOSURE OF THESE DOORS WILL BE COORDINATED WITH THE ABUTTING PROPERTY OWNER/MANAGER.
7. CONTRACTOR TO USE ON-SITE PARKING NOT STREET PARKING.



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
LICENSED PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting
565 CONGRESS STREET SUITE 301 PORTLAND, ME 04102
41 CAMPUS DRIVE SUITE 101 NEW GLOUCESTER, ME 04260
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

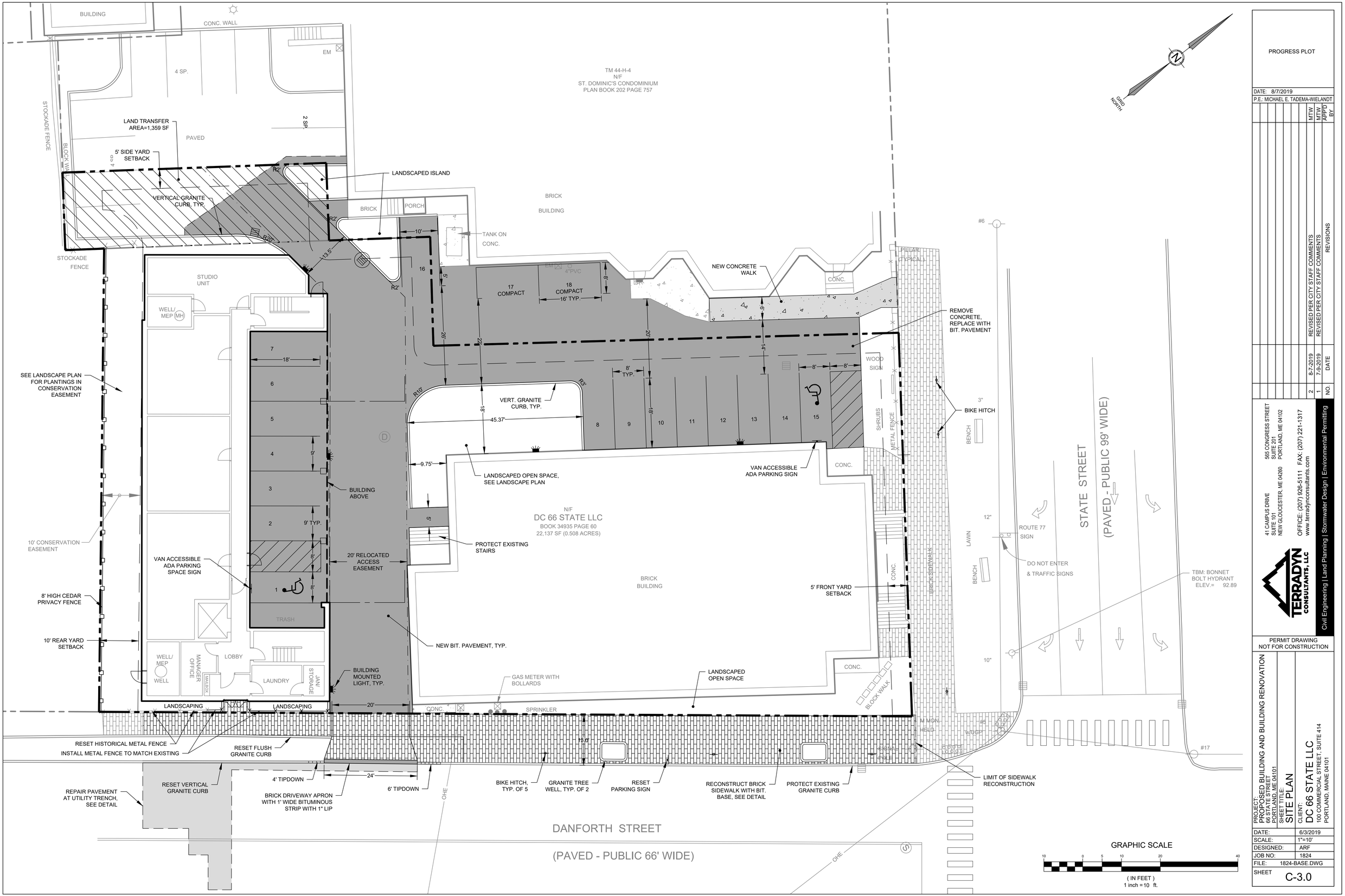
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT: PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE: CONSTRUCTION MANAGEMENT PLAN

CLIENT: DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-B.DWG
SHEET	C-2.2



PROGRESS PLOT

DATE: 8/7/2019

P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW
1	7-9-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102

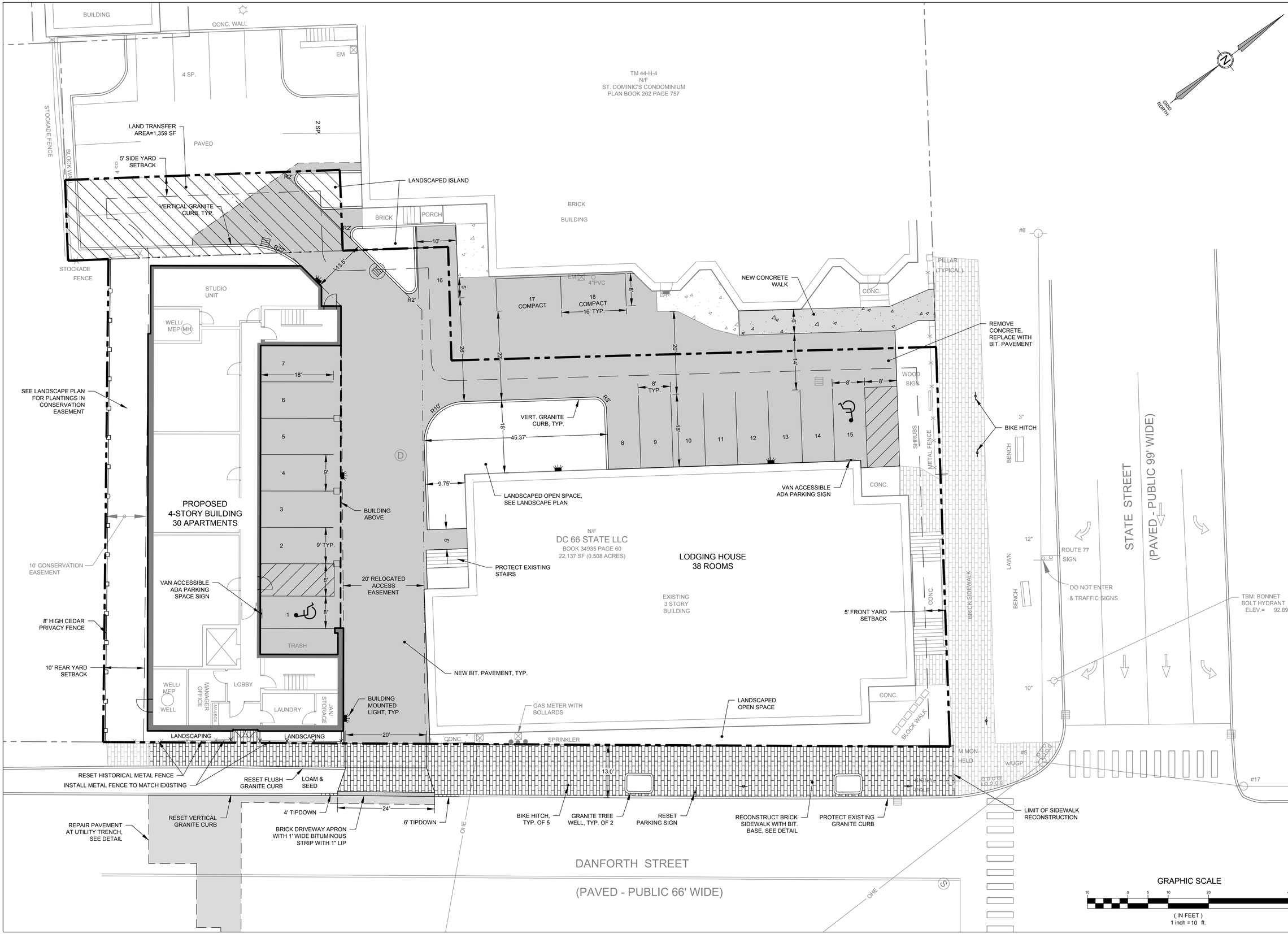
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
SITE PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-BASE.DWG
SHEET	C-3.0



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 11587
LICENSED PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW
1	7-9-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

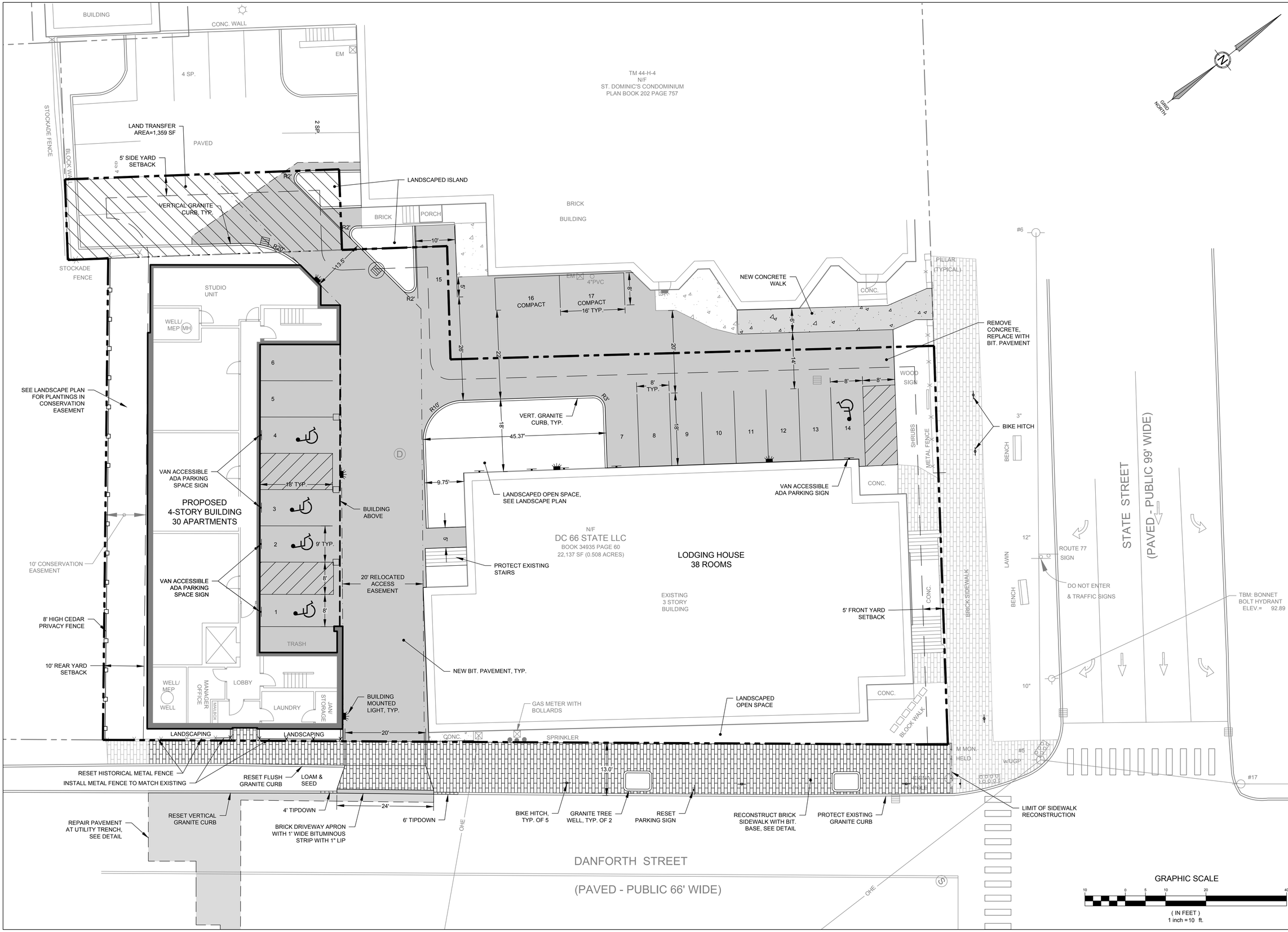
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
SITE PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-BASE.DWG
SHEET	C-3.0



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 11587
LICENSED
PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	MTW APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

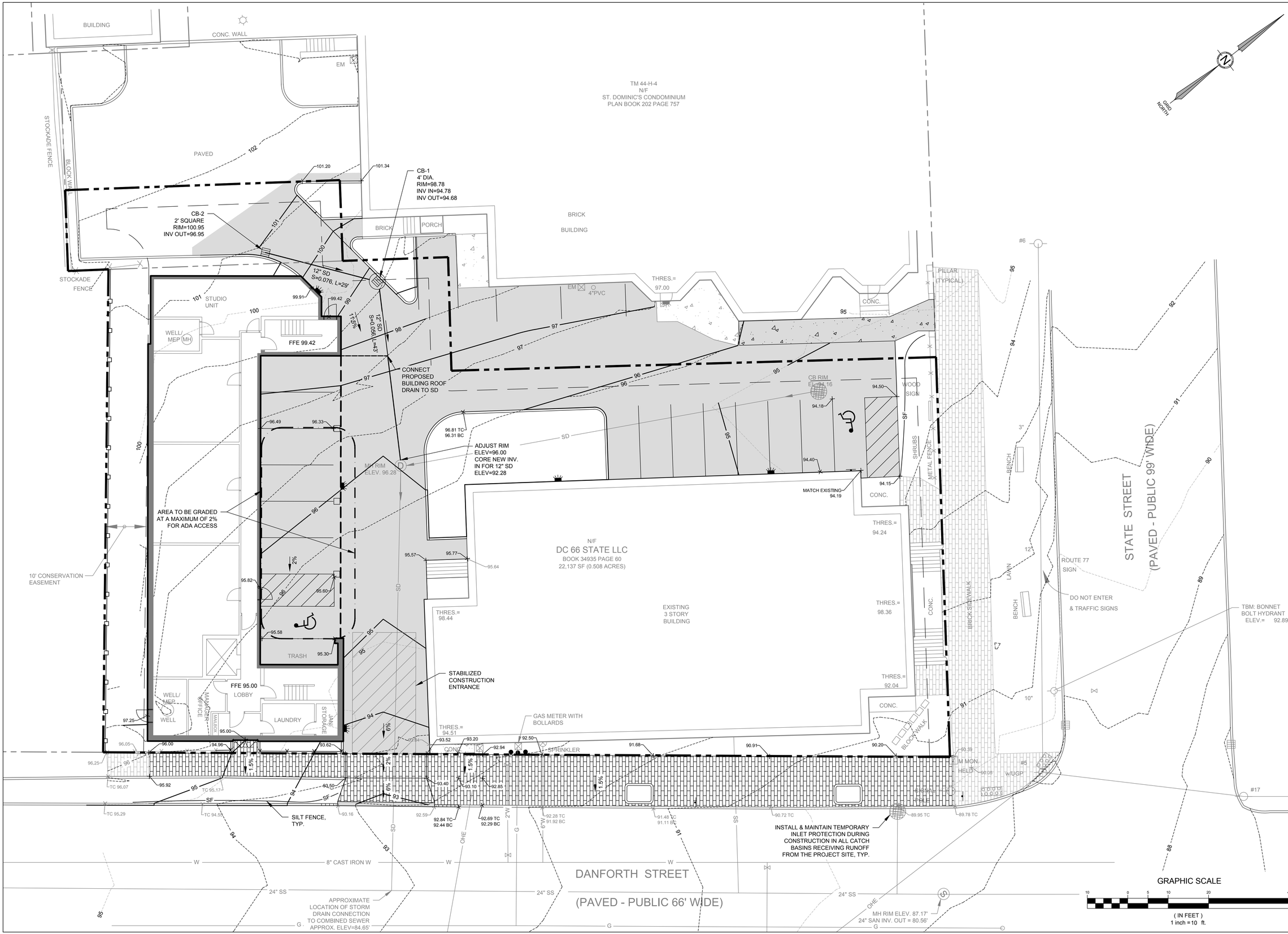
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
SITE PLAN - ALTERNATIVE PARKING

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-BASE.DWG
SHEET	C-3.1



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 14587
LICENSED
PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW
1	7-9-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

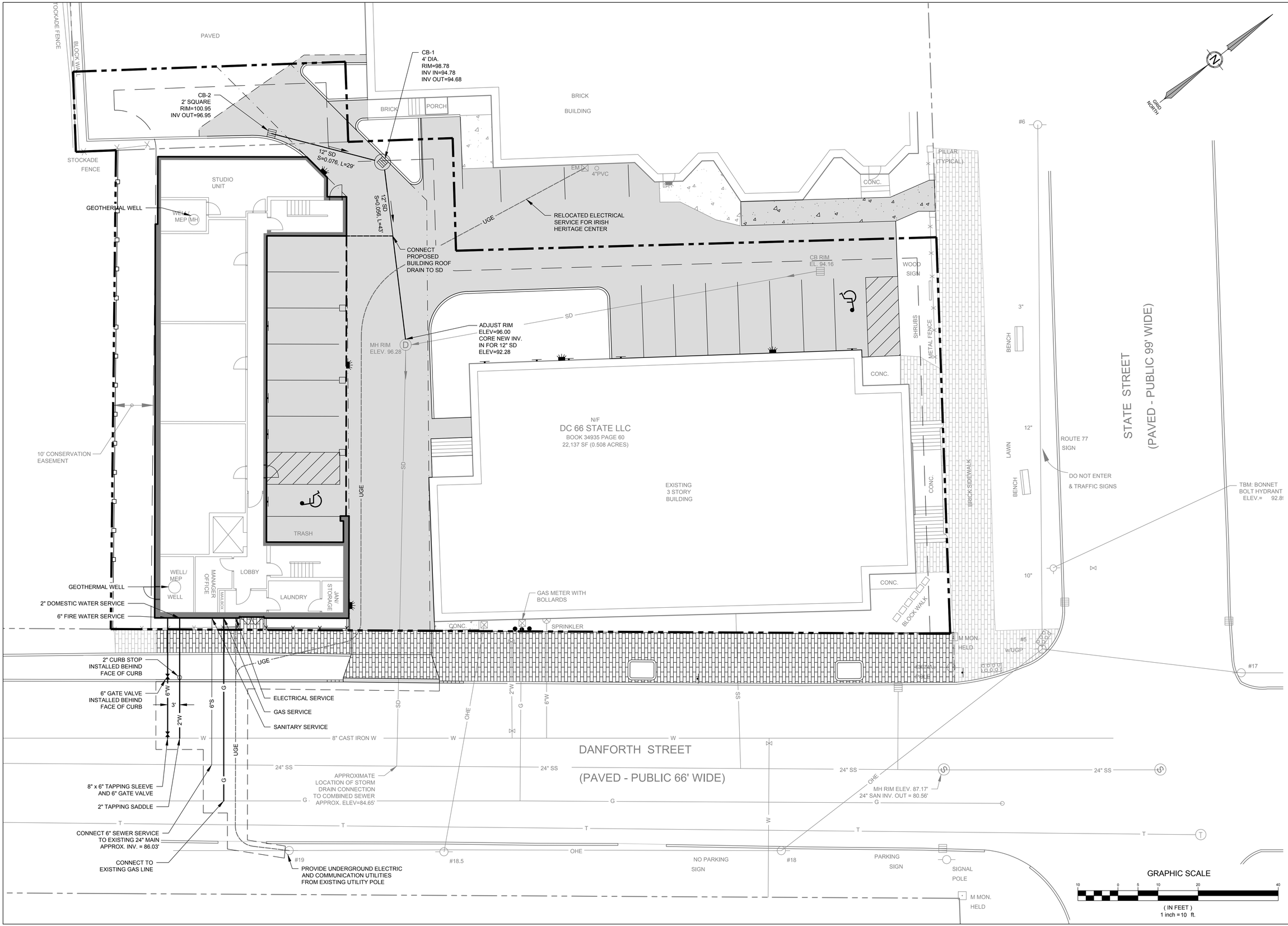
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
GRADING, DRAINAGE & EROSION CONTROL PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-B.DWG
SHEET	C-4.0



STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 11587
LICENSED
PROFESSIONAL ENGINEER

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

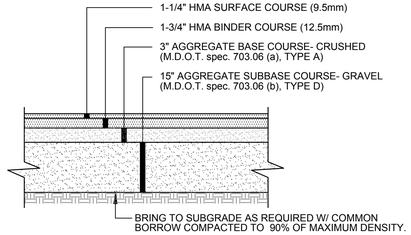
PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
UTILITY PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-B.DWG
SHEET	C-5.0

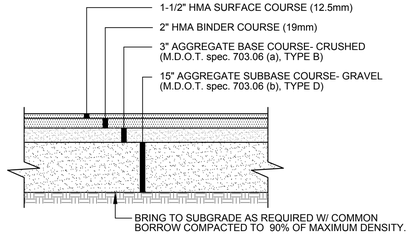


NOTES:

1. COMPACT GRAVEL SUBBASE COURSE TO 92% OF MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
2. CONTRACTOR SHALL SET GRADE STAKES MARKING SUBBASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.

TYP. PAVED PARKING LOT SECTION

NOT TO SCALE

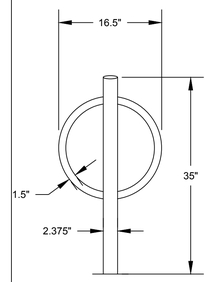


NOTES:

1. FOR USE ON LOCAL STREETS WITHIN THE CITY OF PORTLAND

TYP. SECTION - PAVEMENT REPAIR IN CITY RIGHT OF WAY

NOT TO SCALE



NOTES:

PRODUCT:
DERO BIKE HITCH AS MANUFACTURED BY DERO BIKE RACKS

CAPACITY:
2 BIKES

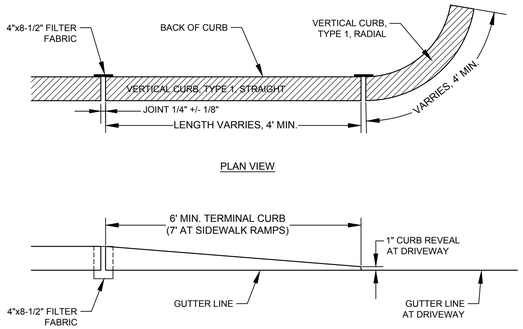
MATERIALS:
CENTERBEAM 2" SCHEDULE 40 PIPE (2.375" OD)
RING 1.5" OD 11 GAUGE TUBE

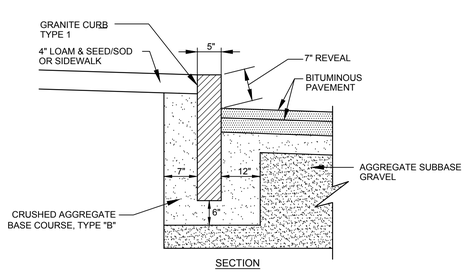
INSTALLATION METHODS:
IN-GROUND MOUNT IS EMBEDDED INTO CONCRETE BASE, SURFACE MOUNT HAS ONE 5"x6" FOOT WHICH IS ANCHORED TO THE GROUND WITH FOUR ANCHORS

SETBACKS:
24" PARALLEL TO WALL
54" PERPENDICULAR TO WALL
36" PARALLEL TO STREET
76" PERPENDICULAR TO STREET

BIKE HITCH

NOT TO SCALE



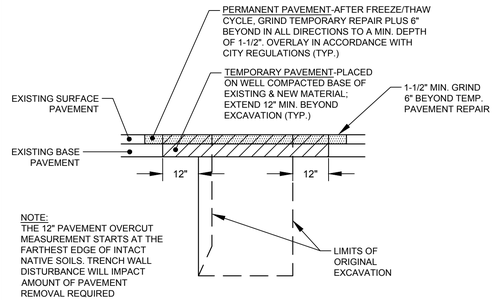


NOTES:

1. MIN. LENGTH OF STRAIGHT CURB STONES: 4', MAX. LENGTH: 8'
2. CIRCULAR CURB REQ. FOR RADIUS LESS THAN 50'
3. BASE GRAVEL SHALL BE COMPACTED TO A FIRM EVEN SURFACE PRIOR TO SETTING OF CURB.

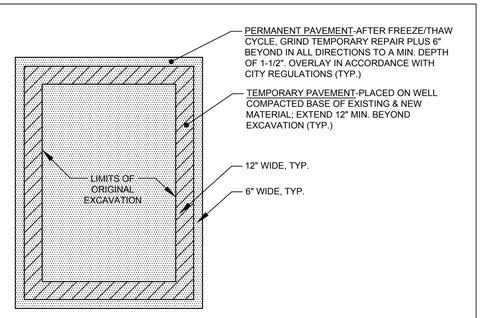
VERTICAL GRANITE CURB

NOT TO SCALE



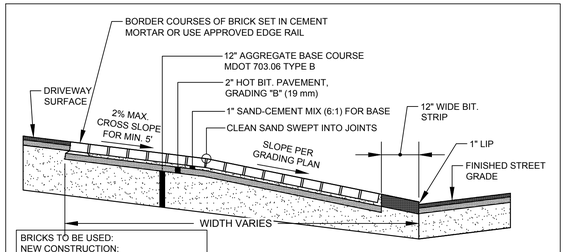
TYP. EXCAVATION IN CITY RIGHT OF WAY

NOT TO SCALE



PLAN VIEW OF MINOR EXCAVATION PAVEMENT REPAIR

NOT TO SCALE



BRICKS TO BE USED:
NEW CONSTRUCTION:
4"X8" PINE HALL PATHWAY PAVER BRICK MFG. BY PINE HALL BRICK CO., MADISON, NC, LACHANCE ITEM # 193623

REPAIR/MAINTENANCE TO EXISTING:
VERMONT BACKER BRICK, SUPPLIED BY GAGNE & SONS, ITEM # VBBB

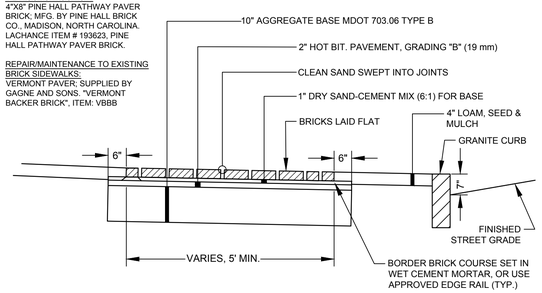
BRICK DRIVEWAY APRON

NOT TO SCALE

BRICKS TO BE USED:

NEW CONSTRUCTION:
4"X8" PINE HALL PATHWAY PAVER BRICK; MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM # 193623, PINE HALL PATHWAY PAVER BRICK.

REPAIR/MAINTENANCE TO EXISTING BRICK SIDEWALKS:
VERMONT PAVER; SUPPLIED BY GAGNE AND SONS. "VERMONT BACKER BRICK", ITEM: VBBB



BRICK WALKWAY

NOT TO SCALE

MICHAEL E. TADEMA-WIELANDT
NO. 12071
LICENSED PROFESSIONAL ENGINEER
STATE OF MAINE

DATE: 8/7/2019
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY
2	8-7-2019	REVISED PER CITY STAFF COMMENTS	MTW

565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102

41 CAMPUS DRIVE
SUITE 103
NEW GLOUCESTER, ME 04260

OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC

Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
SITE DETAILS

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	N.T.S.
DESIGNED:	ARF
JOB NO:	1824
FILE: 1824-D.DWG	

SHEET
C-6.0

NOTES:

1. A FLEXIBLE PIPE TO MANHOLE CONNECTOR SHALL BE EMPLOYED IN THE CONNECTION OF ALL PIPE TO MANHOLE JUNCTIONS.

2. THE CONNECTOR SHALL BE KOR-N-SEAL AS MANUFACTURED BY NPC SYSTEMS, INC., OF MILFORD, NH OR EQUAL.

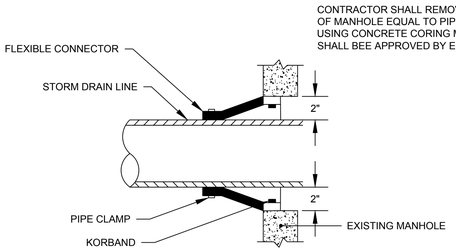
3. THE CONNECTOR SHALL BE THE SOLE ELEMENT RELIED ON TO ASSURE A FLEXIBLE WATERTIGHT SEAL OF THE PIPE TO MANHOLE, NO ADHESIVES OR LUPRICANTS SHALL BE EMPLOYED IN THE INSTALLATION OF THE CONNECTORS TO THE MANHOLE. THE RUBBER FOR THE CONNECTOR SHALL COMPLY TO ASTM C923 AND CONSIST OF EPDM AND ELASTOMERS KNOWN TO BE RESISTANT TO OZONE, WEATHER ELEMENTS, CHEMICALS, INCLUDING ACIDS, ALKALIS, ANIMAL AND VEGETABLE FATS, OILS AND PETROLEUM PROCUCTS FROM SPILLS.

4. ALL STAINLESS STEEL ELEMENTS OF THE CONNECTOR SHALL BE TOTALLY NON-MAGNETIC SERIES 304 STAINLESS, EXCLUDING THE WORM SCREW USED FOR TIGHTENING THE STEEL BAND SHALL BE TORQUED BY A BREAK-AWAY TORQUE WRENCH AVAILABLE FROM THE PRECAST MANHOLE SUPPLIER, AND SET AT 60/70 IN./LBS.

5. THE CONNECTOR SHALL BE INSTALLED IN THE MANHOLE WALL BY ACTIVATING THE EXPANDING MECHANISM IN STRICT ACCORDANCE WITH THE RECOMMENDATION OF THE CONNECTOR MANUFACTURER.

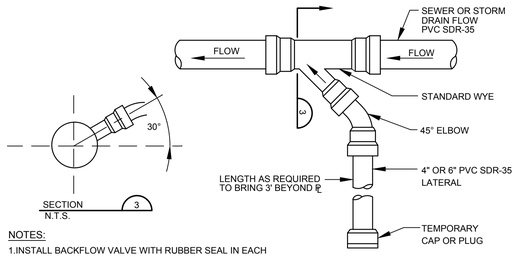
6. THE CONNECTOR SHALL BE OF A SIZE SPECIFICALLY DESIGNED FOR THE PIPE MATERIAL AND SIZE BEING UTILIZED ON THE PROJECT.

7. ALL CONNECTORS WHICH ARE CAPPED AWAITING PIPE INSTALLATION AT A LATER DATE MUST BE RESTRAINED.



CORE AND SEAL CONNECTION TO EXISTING STORM DRAIN MANHOLE

NOT TO SCALE



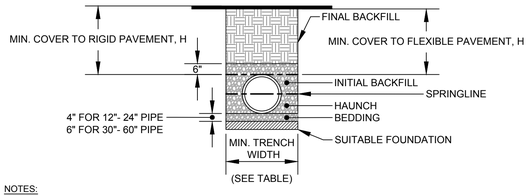
NOTES:

1.INSTALL BACKFLOW VALVE WITH RUBBER SEAL IN EACH FOUNDATION DRAIN SERVICE.

2. IF SUMP PUMP IS UTILIZED INSTALL CHECK VALVE AT SUMP PUMP.

SEWER / ROOF DRAIN SERVICE CONNECTION

NOT TO SCALE



NOTES:

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER, AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-900mm).

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 54"-60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN. TRENCH WIDTH
4"	21"
6"	23"
8"	26"
10"	28"
12"	30"
15"	34"
18"	39"
24"	48"
30"	56"
36"	64"
42"	72"
48"	80"
54"	88"
60"	96"

MINIMUM RECOMMENDED COVER BASED ON VECHICLE LOADING CONDITIONS

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12" - 48"	12"	48"
54" - 60"	24"	60"

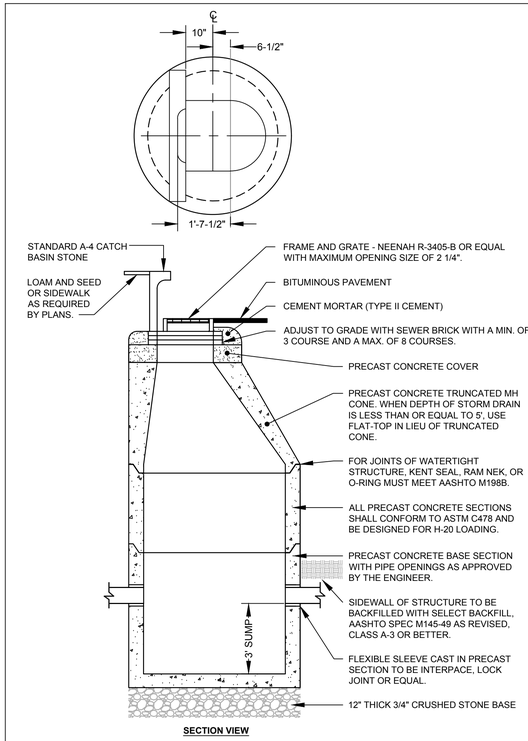
* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER

7. INSULATION: RIGID INSULATION SHALL BE PROVIDED FOR PIPES WITH LESS THAN 4' OF COVER IN ACCORDANCE WITH THE FOLLOWING TABLE:

COVER OVER PIPE	INSULATION THICKNESS
12" - 24"	3"
24" - 36"	2"
36" - 48"	1"
48"+	NONE

TYPICAL TRENCH DETAIL

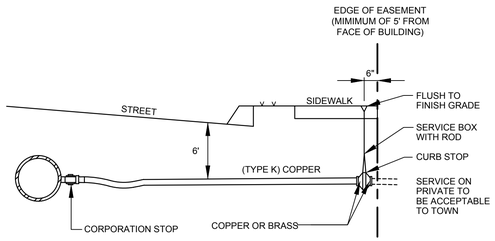
NOT TO SCALE



SECTION VIEW

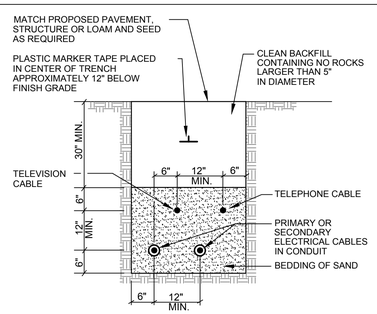
CATCH BASIN - CURB INLET

NOT TO SCALE



TYPICAL WATER SERVICE CONNECTION

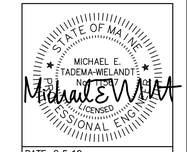
NOT TO SCALE



CABLES TO BE ENCASED IN SCHEDULE 40 PVC CONDUIT WHEN RUN BENEATH PAVED AREAS.

TYPICAL UNDERGROUND CABLE INSTALLATION

NOT TO SCALE



DATE: 6-5-19

P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
OFFICE:: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
UTILITY & DRAINAGE DETAILS

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET , SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	N.T.S.
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-D.DWG

SHEET
C-6.1

EROSION AND SEDIMENT CONTROL PLAN

PRE-CONSTRUCTION PHASE
A PERSON WHO CONDUCTS, OR CAUSES TO BE CONDUCTED, AN ACTIVITY THAT INVOLVES FILLING, DISPLACING OR EXPOSING SOIL OR OTHER EARTHEN MATERIALS SHALL TAKE MEASURES TO PREVENT UNREASONABLE EROSION OF SOIL OR SEDIMENT BEYOND THE PROJECT SITE OR INTO A PROTECTED NATURAL RESOURCE AS DEFINED IN 38 MRSA § 480-B. EROSION CONTROL MEASURES MUST BE IN PLACE BEFORE THE ACTIVITY BEGINS. MEASURES MUST REMAIN IN PLACE AND FUNCTIONAL UNTIL THE SITE IS PERMANENTLY STABILIZED. ADEQUATE AND TIMELY TEMPORARY AND PERMANENT STABILIZATION MEASURES MUST BE TAKEN. THE SITE MUST BE MAINTAINED TO PREVENT UNREASONABLE EROSION AND SEDIMENTATION. MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADIENT BUFFER AREAS TO THE EXTENT PRACTICABLE.

BMP CONSTRUCTION PHASE
A. SEDIMENT BARRIERS. PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, PROPERLY INSTALL SEDIMENT BARRIERS AT THE EDGE OF ANY DOWNGRADIENT DISTURBED AREA AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE PROPOSED DISTURBED AREA. MAINTAIN THE SEDIMENT BARRIERS UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.

B. CONSTRUCTION ENTRANCE: PRIOR TO ANY CLEARING OR GRUBBING, A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT THE INTERSECTION WITH THE PROPOSED ACCESS DRIVE AND THE EXISTING ROADWAY TO AVOID TRACKING OF MUD, DUST AND DEBRIS FROM THE SITE.

C. RIPRAP: SINCE RIPRAP IS USED WHERE EROSION POTENTIAL IS HIGH, CONSTRUCTION MUST BE SEQUENCED SO THAT THE RIPRAP IS PUT IN PLACE WITH THE MINIMUM DELAY. DISTURBANCE OF AREAS WHERE RIPRAP IS TO BE PLACED SHOULD BE UNDERTAKEN ONLY WHEN FINAL PREPARATION AND PLACEMENT OF THE RIPRAP CAN FOLLOW IMMEDIATELY BEHIND THE INITIAL DISTURBANCE. WHERE RIPRAP IS USED FOR OUTLET PROTECTION, THE RIPRAP SHOULD BE PLACED BEFORE OR IN CONJUNCTION WITH THE CONSTRUCTION OF THE PIPE OR CHANNEL SO THAT IT IS IN PLACE WHEN THE PIPE OR CHANNEL BEGINS TO OPERATE. MAINTAIN TEMPORARY RIPRAP, SUCH AS TEMPORARY CHECK DAMS UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.

D. TEMPORARY STABILIZATION. STABILIZE WITH TEMPORARY SEEDING, MULCH, OR OTHER NON-ERODABLE COVER ANY EXPOSED SOILS THAT WILL REMAIN UNWORKED FOR MORE THAN 14 DAYS EXCEPT, STABILIZE AREAS WITHIN 100 FEET OF A WETLAND OR WATERBODY WITHIN 7 DAYS OR PRIOR TO A PREDICTED STORM EVENT, WHICHEVER COMES FIRST. IF HAY OR STRAW MULCH IS USED, THE APPLICATION RATE MUST BE 2 BALES (70-90 POUNDS) PER 1000 SF OR 1.5 TO 2 TONS (90-100 BALES) PER ACRE TO COVER 75 TO 90% OF THE GROUND SURFACE. HAY MULCH MUST BE KEPT MOIST OR ANCHORED TO PREVENT WIND BLOWING. AN EROSION CONTROL BLANKET OR MAT SHALL BE USED AT THE BASE OF GRASSED WATERWAYS, STEEP SLOPES (15% OR GREATER) AND ON ANY DISTURBED SOIL WITHIN 100 FEET OF LAKES, STREAMS AND WETLANDS. GRADING SHALL BE PLANNED SO AS TO MINIMIZE THE LENGTH OF TIME BETWEEN INITIAL SOIL EXPOSURE AND FINAL GRADING. ON LARGE PROJECTS THIS SHOULD BE ACCOMPLISHED BY PHASING THE OPERATION AND COMPLETING THE FIRST PHASE UP TO FINAL GRADING AND SEEDING BEFORE STARTING THE SECOND PHASE, AND SO ON.

E. VEGETATED WATERWAY. UPON FINAL GRADING, THE DISTURBED AREAS SHALL BE IMMEDIATELY SEEDED TO PERMANENT VEGETATION AND MULCHED AND WILL NOT BE USED AS OUTLETS UNTIL A DENSE, VIGOROUS VEGETATIVE COVER HAS BEEN OBTAINED. ONCE SOIL IS EXPOSED FOR WATERWAY CONSTRUCTION, IT SHOULD BE IMMEDIATELY SHAPED, GRADED AND STABILIZED. VEGETATED WATERWAYS NEED TO BE STABILIZED EARLY DURING THE GROWING SEASON (PRIOR TO SEPTEMBER 15). IF FINAL SEEDING OF WATERWAYS IS DELAYED PAST SEPTEMBER 15, EMERGENCY PROVISIONS SUCH AS SOD OR RIPRAP MAY BE REQUIRED TO STABILIZE THE CHANNEL. WATERWAYS SHOULD BE FULLY STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.

PERMANENT STABILIZATION DEFINED
A. SEEDED AREAS. FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS AN 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.

B. SODDED AREAS. FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.

C. PERMANENT MULCH. FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.

D. RIPRAP. FOR AREAS STABILIZED WITH RIPRAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIPRAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIPRAP. STONE MUST BE SIZED APPROPRIATELY. IT IS RECOMMENDED THAT ANGULAR STONE BE USED.

E. AGRICULTURAL USE. FOR CONSTRUCTION PROJECTS ON LAND USED FOR AGRICULTURAL PURPOSES (E.G., PIPELINES ACROSS CROP LAND), PERMANENT STABILIZATION MAY BE ACCOMPLISHED BY RETURNING THE DISTURBED LAND TO AGRICULTURAL USE.

F. PAVED AREAS. FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED.

G. DITCHES, CHANNELS, AND SWALES. FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH MATURE VEGETATION AT LEAST THREE INCHES IN HEIGHT, WITH WELL-GRADED RIPRAP, OR WITH ANOTHER NON-EROSIVE LINING CAPABLE OF WITHSTANDING THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHOUT RELIANCE ON CHECK DAMS TO SLOW FLOW. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE LINING, UNDERCUTTING OF THE BANKS, OR DOWN-CUTTING OF THE CHANNEL.

GENERAL CONSTRUCTION PHASE
THE FOLLOWING EROSION CONTROL MEASURES SHALL BE FOLLOWED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION OF THIS PROJECT:

A. ALL TOPSOIL SHALL BE COLLECTED, STOCKPILED, SEEDED WITH RYE AT 3 POUNDS/1,000 SF AND MULCHED, AND REUSED AS REQUIRED. SILT FENCING SHALL BE PLACED DOWN GRADIENT FROM THE STOCKPILED LOAM. STOCKPILE TO BE LOCATED BY DESIGNATION OF THE OWNER AND INSPECTING ENGINEER.

B. THE INSPECTING ENGINEER AT HIS/HER DISCRETION, MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES AND/OR SUPPLEMENTAL VEGETATIVE PROVISIONS TO MAINTAIN STABILITY OF EARTHWORKS AND FINISH GRADED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ANY SUPPLEMENTAL MEASURES AS DIRECTED BY THE INSPECTING ENGINEER. FAILURE TO COMPLY WITH THE ENGINEER'S DIRECTIONS WILL RESULT IN DISCONTINUATION OF CONSTRUCTION ACTIVITIES.

C. EROSION CONTROL MESH SHALL BE APPLIED IN ACCORDANCE WITH THE PLANS OVER ALL FINISH SEEDED AREAS AS SPECIFIED ON THE DESIGN PLANS.

D. ALL GRADED OR DISTURBED AREAS INCLUDING SLOPES SHALL BE PROTECTED DURING CLEARING AND CONSTRUCTION IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN UNTIL THEY ARE ADEQUATELY STABILIZED.

E. ALL EROSION, AND SEDIMENT CONTROL PRACTICES AND MEASURES SHALL BE CONSTRUCTED, APPLIED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.

F. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS OR OTHER OBJECTIONABLE MATERIALS.

G. AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.

H. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC., SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.

I. ALL FILLS SHALL BE PLACED AND COMPACTED IN LAYERS NOT TO EXCEED 8 INCHES IN THICKNESS.

J. EXCEPT FOR APPROVED LANDFILLS OR NON-STRUCTURAL FILLS, FILL MATERIAL SHALL BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS, STUMPS, BUILDING DEBRIS AND OTHER OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY LIFTS.

K. FROZEN MATERIAL OR SOFT, MUCKY OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILL SLOPES OR STRUCTURAL FILLS.

L. FILL SHALL NOT BE PLACED ON A FROZEN FOUNDATION.

M. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED APPROPRIATELY.

N. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY FOLLOWING FINISHED GRADING.

O. REMOVE ANY TEMPORARY CONTROL MEASURES, SUCH AS SILT FENCE, WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED. REMOVE ANY ACCUMULATED SEDIMENTS AND STABILIZE.

PERMANENT VEGETATION
PERMANENT VEGETATIVE COVER SHOULD BE ESTABLISHED ON DISTURBED AREAS WHERE PERMANENT, LONG LIVED VEGETATIVE COVER IS NEEDED TO STABILIZE THE SOIL, TO REDUCE DAMAGES FROM SEDIMENT AND RUNOFF, AND TO ENHANCE THE ENVIRONMENT.

SEEDBED PREPARATION
A. GRADE AS FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE.

B. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TESTS SUCH AS THOSE OFFERED BY THE UNIVERSITY OF MAINE SOIL TESTING LABORATORY. SOIL SAMPLE MAILERS ARE AVAILABLE FROM THE LOCAL COOPERATIVE EXTENSION SERVICE OFFICE. IF SOIL TESTING IS NOT FEASIBLE ON SMALL OR VARIABLE SITES, OR WHERE TIMING IS CRITICAL, FERTILIZER MAY BE APPLIED AT THE RATE OF 800 POUNDS PER ACRE OR 18.4 POUNDS PER 1,000 SQUARE FEET USING 10-20-20 (N-P2O5-K2O) OR EQUIVALENT. APPLY GROUND LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDE) AT A RATE OF 3 TONS PER ACRE (138 LB. PER 1,000 SQ. FT).

C. WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRING TOOTH HARROW OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OPERATION SHOULD BE ON THE GENERAL CONTOUR. CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM, FINE SEEDBED IS PREPARED. ALL BUT CLAY OR SILTY SOILS AND COARSE SANDS SHOULD BE ROLLED TO FIRM THE SEEDBED WHEREVER FEASIBLE.D. REMOVE FROM THE SURFACE ALL STONES 2 INCHES OR LARGER IN ANY DIMENSION. REMOVE ALL OTHER DEBRIS, SUCH AS WIRE, CABLE, TREE ROOTS, CONCRETE, CLODS, LUMPS OR OTHER UNSUITABLE MATERIAL.

E. INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED; THE AREA MUST BE TILLED AND FIRMED AS ABOVE.

F. PERMANENT SEEDING SHOULD BE MADE 45 DAYS PRIOR TO THE FIRST KILLING FROST OR AS A DORMANT SEEDING WITH MULCH AFTER THE FIRST KILLING FROST AND BEFORE SNOWFALL. WHEN CROWN VETCH IS SEEDED IN LATER SUMMER, AT LEAST 35% OF THE SEED SHOULD BE HARD SEED (UNSCARIFIED). IF SEEDING CANNOT BE DONE WITHIN THE SEEDING DATES, MULCH ACCORDING TO THE TEMPORARY MULCHING BMP AND OVERWINTER STABILIZATION AND CONSTRUCTION TO PROTECT THE SITE AND DELAY SEEDING UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.

G. FOLLOWING SEED BED PREPARTATION, SWALE AREAS, FILL AREAS AND BACK SLOPES SHALL BE SEEDED AT A RATE OF 3 LBS./1,000 S.F. WITH A MIXTURE OF 35% CREEPING RED H. FESCUE, 6% RED TOP, 24% KENTUCKY BLUEGRASS, 10% PERENNIAL RYEGRASS, 20% ANNUAL RYEGRASS AND 5% WHITE DUTCH CLOVER.

I. AREAS WHICH HAVE BEEN TEMPORARILY OR PERMANENTLY SEEDED SHALL BE MULCHED IMMEDIATELY FOLLOWING SEEDING.

J. AREAS WHICH CANNOT BE SEEDED WITHIN THE GROWING SEASON SHALL BE MULCHED FOR OVER-WINTER PROTECTION AND THE AREA SHOULD BE SEEDED AT THE BEGINNING OF THE GROWING SEASON.

WINTER CONSTRUCTION PHASE
IF AN AREA IS NOT STABILIZED WITH TEMPORARY OR PERMANENT MEASURES BY NOVEMBER 15, THEN THE SITE MUST BE PROTECTED WITH ADDITIONAL STABILIZATION MEASURES.

A. PERMANENT STABILIZATION CONSISTS OF AT LEAST 90% VEGETATION, PAVEMENT/GRAVEL BASE OR RIPRAP.

B. DO NOT EXPOSE SLOPES OR LEAVE SLOPES EXPOSED OVER THE WINTER OR FOR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY PROTECTED WITH MULCH.

C. APPLY HAY MULCH AT TWICE THE STANDARD RATE (150 LBS. PER 1,000 SF). THE MULCH MUST BE THICK ENOUGH SUCH THAT THE GROUND SURFACE WILL NOT BE VISIBLE AND MUST BE ANCHORED.

D. USE MULCH AND MULCH NETTING OR AN EROSION CONTROL MULCH BLANKET OR ALL SLOPES GREATER THAN 8 % OR OTHER AREAS EXPOSED TO DIRECT WIND.

E. INSTALL AN EROSION CONTROL BLANKET IN ALL DRAINAGEWAYS (BOTTOM AND SIDES) WITH A SLOPE GREATER THAN 3 %.

F. SEE THE VEGETATION MEASURES FOR MORE INFORMATION ON SEEDING DATES AND TYPES.

G. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SO THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.

H. AN AREA WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIER.

I. TEMPORARY MULCH MUST BE APPLIED WITHIN 7 DAYS OF SOIL EXPOSURE OR PRIOR TO ANY STORM EVENT, BUT AFTER EVERY WORKDAY IN AREAS WITHIN 100 FEET FROM A PROTECTED NATURAL RESOURCE.

J. AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE MUST BE PERMANENTLY MULCHED THAT SAME DAY.

K. IF SNOWFALL IS GREATER THAN 1 INCH (FRESH OR CUMULATIVE), THE SNOW SHALL BE REMOVED FROM THE AREAS DUE TO BE SEEDED AND MULCHED.

L. LOAM SHALL BE FREE OF FROZEN CLUMPS BEFORE IT IS APPLIED.

M. ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, MUST BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE DEPARTMENT.

MAINTENANCE AND INSPECTION PHASE
A. MINIMUM EROSION CONTROL MEASURES WILL NEED TO BE IMPLEMENTED AND THE APPLICANT WILL BE RESPONSIBLE TO MAINTAIN ALL COMPONENTS OF THE EROSION CONTROL PLAN UNTIL THE SITE IS FULLY STABILIZED. HOWEVER, BASED ON SITE AND WEATHER CONDITIONS DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES MAY NEED TO BE IMPLEMENTED. ALL AREAS OF INSTABILITY AND EROSION MUST BE REPAIRED IMMEDIATELY DURING CONSTRUCTION AND NEED TO BE MAINTAINED UNTIL THE SITE IS FULLY STABILIZED OR VEGETATION IS ESTABLISHED. A CONSTRUCTION LOG MUST BE MAINTAINED FOR THE EROSION AND SEDIMENTATION CONTROL INSPECTIONS AND MAINTENANCE

B. A LOG (REPORT) MUST BE KEPT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF THE PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, AND MAJOR OBSERVATIONS RELATING TO OPERATION OF EROSION AND SEDIMENTATION CONTROLS AND POLLUTION PREVENTION MEASURES. MAJOR OBSERVATIONS MUST INCLUDE: BMPS THAT NEED TO BE MAINTAINED; LOCATION(S) OF BMPS THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION; AND LOCATION(S) WHERE ADDITIONAL BMPS ARE NEEDED THAT DID NOT EXIST AT THE TIME OF INSPECTION. FOLLOW-UP TO CORRECT DEFICIENCIES OR ENHANCE CONTROLS MUST ALSO BE INDICATED IN THE LOG AND DATED, INCLUDING WHAT ACTION WAS TAKEN AND WHEN.

DEWATERING
A DEWATERING PLAN IS NEEDED TO ADDRESS EXCAVATION DE-WATERING FOLLOWING HEAVY RAINFALL EVENTS OR WHERE THE EXCAVATION MAY INTERCEPT THE GROUNDWATER TABLE DURING CONSTRUCTION. THE COLLECTED WATER NEEDS TREATMENT AND A DISCHARGE POINT THAT WILL NOT CAUSE DOWNGRADIENT EROSION AND OFFSITE SEDIMENTATION OR WITHIN A RESOURCE. PLEASE FOLLOW THE DETAILS OF SUCH A PLAN.

HOUSEKEEPING

1. SPILL PREVENTION. CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION AND WASTE MATERIALS STORED ON SITE TO ENTER STORMWATER, WHICH INCLUDES STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER. THE SITE CONTRACTOR OR OPERATOR MUST DEVELOP, AND IMPLEMENT AS NECESSARY, APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING MEASURES.

   NOTE: ANY SPILL OR RELEASE OF TOXIC OR HAZARDOUS SUBSTANCES MUST BE REPORTED TO THE DEPARTMENT. FOR OIL SPILLS, CALL 1-800-482-0777 WHICH IS AVAILABLE 24 HOURS A DAY. FOR SPILLS OF TOXIC OR HAZARDOUS MATERIAL, CALL 1-800-452-4664 WHICH IS AVAILABLE 24 HOURS A DAY. FOR MORE INFORMATION, VISIT THE DEPARTMENT'S WEBSITE AT : HTTP://WWW.MAINE.GOV/DEP/SPILLS/EMERGSPILLRESP/

2. GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL. DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.

3. FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL. BUT OTHER WATER ADDITIVES MAY BE CONSIDERED AS NEEDED. A STABILIZED CONSTRUCTION ENTRANCE (SCE) SHOULD BE INCLUDED TO MINIMIZE TRACKING OF MUD AND SEDIMENT. IF OFF-SITE TRACKING OCCURS, PUBLIC ROADS SHOULD BE SWEPT IMMEDIATELY AND NO LESS THAN ONCE A WEEK AND PRIOR TO SIGNIFICANT STORM EVENTS. OPERATIONS DURING DRY MONTHS, THAT EXPERIENCE FUGITIVE DUST PROBLEMS, SHOULD WET DOWN UNPAVED ACCESS ROADS ONCE A WEEK OR MORE FREQUENTLY AS NEEDED WITH A WATER ADDITIVE TO SUPPRESS FUGITIVE SEDIMENT AND DUST.

4. DEBRIS AND OTHER MATERIALS. MINIMIZE THE EXPOSURE OF CONSTRUCTION DEBRIS, BUILDING AND LANDSCAPING MATERIALS, TRASH, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS TO PRECIPITATION AND STORMWATER RUNOFF. THESE MATERIALS MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

   NOTE: TO PREVENT THESE MATERIALS FROM BECOMING A SOURCE OF POLLUTANTS, CONSTRUCTION AND POST-CONSTRUCTION ACTIVITIES RELATED TO A PROJECT MAY BE REQUIRED TO COMPLY WITH APPLICABLE PROVISION OF RULES RELATED TO SOLID, UNIVERSAL, AND HAZARDOUS WASTE, INCLUDING, BUT NOT LIMITED TO, THE MAINE SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT RULES; MAINE HAZARDOUS WASTE MANAGEMENT RULES; MAINE OIL CONVEYANCE AND STORAGE RULES; AND MAINE PESTICIDE REQUIREMENTS.

5. EXCAVATION DE-WATERING. EXCAVATION DE-WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COFFER DAMS, PONDS, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. IN MOST CASES THE COLLECTED WATER IS HEAVILY SILTED AND HINDERS CORRECT AND SAFE CONSTRUCTION PRACTICES. THE COLLECTED WATER REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFERDAM SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE. EQUIVALENT MEASURES MAY BE TAKEN IF APPROVED BY THE ENGINEER AND OWNER.

   NOTE: DEWATERING CONTROLS ARE DISCUSSED IN THE "MAINE EROSION AND SEDIMENT CONTROL BMPS, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION."

6. AUTHORIZED NON-STORMWATER DISCHARGES. IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES. WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST, THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NON-STORMWATER DISCHARGES ARE:

   (a) DISCHARGES FROM FIREFIGHTING ACTIVITY;

   (b) FIRE HYDRANT FLUSHINGS;

   (c) VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);

   (d) DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND SECTION 3 ABOVE;

   (e) ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;

   (f) PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;

   (g) UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;

   (h) UNCONTAMINATED GROUNDWATER OR SPRING WATER;

   (i) FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;

   (j) UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN SECTION 5 ABOVE);

   (k) POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS; AND

   (l) LANDSCAPE IRRIGATION.

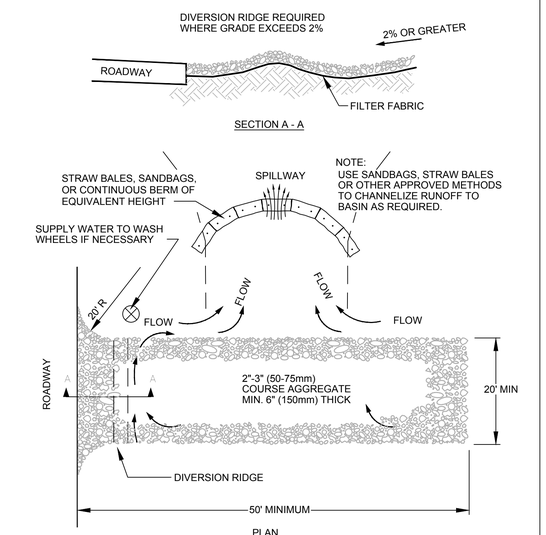
7. UNAUTHORIZED NON-STORMWATER DISCHARGES . THE FOLLOWING NON-STORMWATER DISCHARGES ARE PROHIBITED:

   (a) WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;

   (b) FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;

   (c) SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND

   (d) TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.

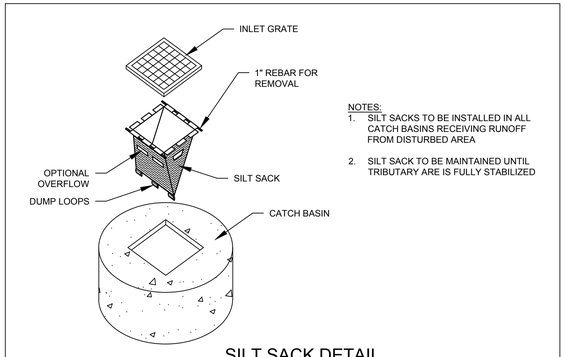


NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.

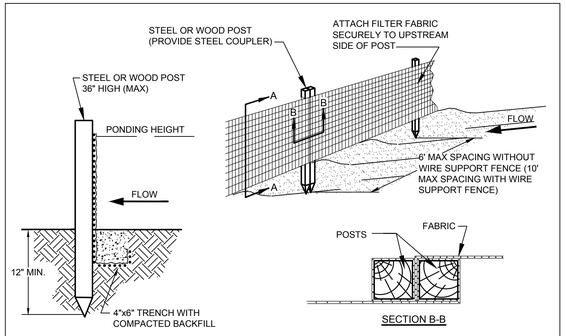
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



SILT SACK DETAIL
NOT TO SCALE



SILT FENCE
NOT TO SCALE

MICHAEL E. TADEMA-WIELANDT
LICENSED PROFESSIONAL ENGINEER
DATE: 6-5-19
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APPD BY

565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102

41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260

OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com

TERRADYN CONSULTANTS, LLC
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
EROSION CONTROL NOTES & DETAILS

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

DATE:	6/3/2019
SCALE:	N.T.S.
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-D.DWG
SHEET	C-6.2

PLANTING LEGEND

SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES						
	AC	AMELANCHIER CANADENSIS	SERVICEBERRY (MULTI-STEM)	8	8-10' HT.	PER PLAN
	TG	THUJA 'GREEN GIANT'	GREEN GIANT ARBORVAITAE	15	8-10' HT.	PER PLAN
	GT	GLEDITSIA TRIACANTHOS	HONEYLOCUST	2	2.5" CAL.	PER PLAN
SHRUBS						
	CA	CLETHRA ALNIFOLIA	SWEET PEPPERBUSH	12	4' B&B	PER PLAN
	RA	RHUS AROMATICA 'GRO-LOW'	'GRO-LOW' SUMAC	66	#5	PER PLAN
PERENNIALS AND ORNAMENTAL GRASSES						
	MS	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN SILVERGRASS	54	#2	PER PLAN
	AS	ASTILBE CHINENSIS ' SUPERBA'	PUMILA ASTILBE	221	#2	PER PLAN

EXISTING TREE TO REMAIN
4 SP.
2 SP.
4 SP.
8- RA
5- RA
11 - RA
1 - GT
18 - RA
24 - RA
1 - GT
8
21 COMPACT
22 COMPACT
7
6
5
4
3
2
1
SIGN
4 - AC
54 - MS
3 - AC
64 - AS
9
10
11
12
13
14
15
16
17
18
19
20
15 - TG
16 - AS
16 - AS
125 - AS
1 - AC
12 - CA
0
5
10
20

ACETO LANDSCAPE ARCHITECTS
970 279 5344 | ACETOLA.COM

SEAL

PROJECT TITLE
66 STATE STREET
PORTLAND, ME 04101

PREPARED FOR

REVISIONS DATE

ISSUE DATE
MAY 28, 2019

SHEET TITLE
PLANTING PLAN

SHEET INFORMATION
L-3-00
NOT FOR CONSTRUCTION

PLANTING LEGEND

SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
TREES						
	AC	AMELANCHIER CANADENSIS	SERVICEBERRY (MULTI-STEM)	9	8-10' HT.	PER PLAN
	AR	ACER RUBRUM	RED MAPLE	4	8-10' HT.	PER PLAN
	TG	THUJA 'GREEN GIANT'	GREEN GIANT ARBORVAITAE	15	8-10' HT.	PER PLAN
	GT	GLEDITSIA TRIACANTHOS	HONEYLOCUST	3	2.5" CAL.	PER PLAN
SHRUBS						
	CA	CLETHRA ALNIFOLIA	SWEET PEPPERBUSH	12	4' B&B	PER PLAN
	HA	HYDRANGEA ARBORESCENS	'ANNABELLE' HYDRANGEA	7	#5	PER PLAN
	RA	RHUS AROMATICA 'GRO-LOW'	'GRO-LOW' SUMAC	76	#5	PER PLAN
PERENNIALS AND ORNAMENTAL GRASSES						
	AM	ALCHEMILLA MOLLIS	LADY'S MANTLE	6	#2	18" O.C.
	AS	ASTILBE CHINENSIS ' SUPERBA'	PUMILA ASTILBE	221	#2	18" O.C.
	AJ	ASTILBE JAPONICA DEUTSCHLAND	DEUTSCHLAND FALSE SPIREA	25	#2	18" O.C.
	CI	CIMICIFUGA 'HILLSIDE BLACK BEAUTY'	BLACK BUGBANE	3	#3	24" O.C.
	DP	DENNSTAEDTIA PUNCTILOBULA	EASTERN HAY-SCENTED FERN	65 sf	SOD	
	GO	GALIUM ODORATUM	SWEET WOODRUFF	40	#2	18" O.C.
	HE	HEUCHERA 'SILVER GUMDROP'	SILVER GUM DROP CORAL BELLS	18	#2	18" O.C.
	MA	MATTEUCCIA STRUTHIOPTERIS	OSTRICH FERN	6	#3	24" O.C.
	MS	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN SILVERGRASS	54	#2	24" O.C.
	TA	TIARELLA CORDIFOLIA	FOAM FLOWER	15	#2	18" O.C.

EXISTING TREE TO REMAIN
4 SP.
2 SP.
4 SP.
8- RA
5- RA
11 - RA
1 - GT
18 - RA
24 - RA
1 - GT
16
17 COMPACT
18 COMPACT
7
6
5
4
3
2
1
35 sf - DP
15 - TA
1- GT
18 - HE
LAWN
40 GO
30 sf - DP
10 - RA
4 - AC
15 - AJ
3 - CI
7- HA
6 - AM
6 - MA
8
9
10
11
12
13
14
15
4 - AC
54 - MS
SIGN
15 - TG
1 - AR
16 - AS
16 - AS
1 - AR
1 - AR
125 - AS
1 - AR
1 - AC
12 - CA
0
5
10
20

ACETO LANDSCAPE ARCHITECTS
970 279 5344 | ACETOLA.COM

SEAL

PROJECT TITLE

66 STATE STREET
PORTLAND, ME 04101

PREPARED FOR

KEVIN BUNKER
DEVELOPERS
COLLABORATIVE
100 Commercial Street,
Suite 414
Portland, Maine 04101

REVISIONS | DATE

ISSUE DATE:

AUGUST 07, 2019

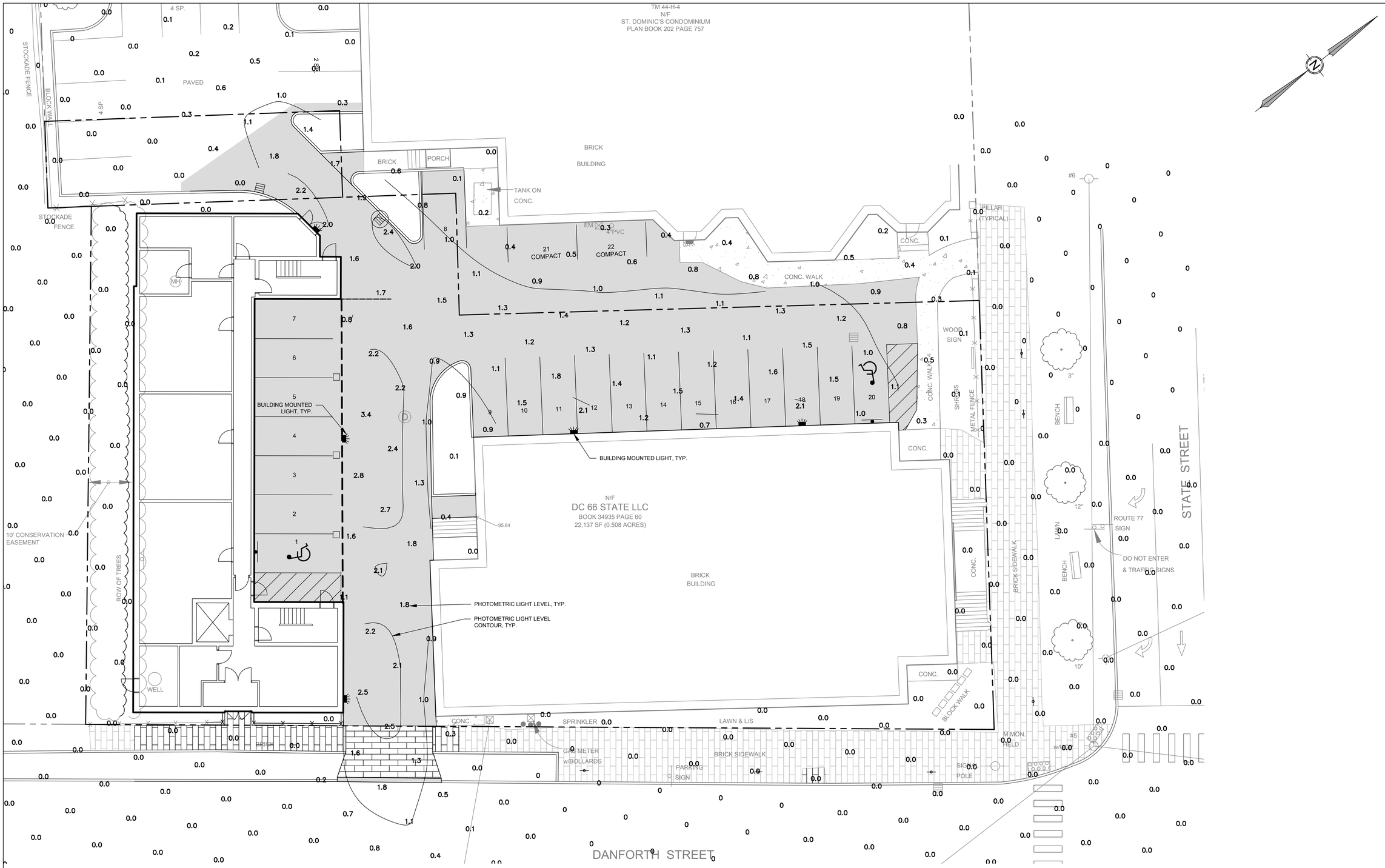
SHEET TITLE:

PLANTING PLAN

SHEET INFORMATION

L-3-00

NOT FOR CONSTRUCTION



LIGHT FIXTURE TABLE

LABEL	LIGHT FIXTURE	MANUFACTURER	MANUFACTURERS ID	NUMBER OF LIGHTS	MOUNTING HEIGHT	MOUNTING LOCATION
A	GEOPAK SERIES SIZE 2 LED	HUBBELL	TRP2-24L-30-3K7-2	3	15'	WALL
B	GEOPAK SERIES SIZE 2 LED	HUBBELL	TRP2-24L-30-3K7-4	2	15'	WALL

NOTES:
1. LIGHTING PLAN PREPARED USING DESIGN MASTER PHOTOMETRICS SOFTWARE
2. ONLY PROPOSED LIGHTING FIXTURES ARE MODELED
3. DEPRECIATION FACTOR FOR LED IS 0.90

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

STATE OF MAINE
MICHAEL E. TADEMA-WIELANDT
No. 14587
LICENSED
PROFESSIONAL ENGINEER

DATE: 6-5-19
P.E.: MICHAEL E. TADEMA-WIELANDT

NO.	DATE	REVISIONS	APP'D BY

TERRADYN CONSULTANTS, LLC
41 CAMPUS DRIVE
SUITE 101
NEW GLOUCESTER, ME 04260
565 CONGRESS STREET
SUITE 201
PORTLAND, ME 04102
OFFICE: (207) 926-5111 FAX: (207) 221-1317
www.terradynconsultants.com
Civil Engineering | Land Planning | Stormwater Design | Environmental Permitting

PERMIT DRAWING
NOT FOR CONSTRUCTION

PROJECT:
PROPOSED BUILDING AND BUILDING RENOVATION
66 STATE STREET
PORTLAND, ME 04101

SHEET TITLE:
LIGHTING PHOTOMETRIC PLAN

CLIENT:
DC 66 STATE LLC
100 COMMERCIAL STREET, SUITE 414
PORTLAND, MAINE 04101

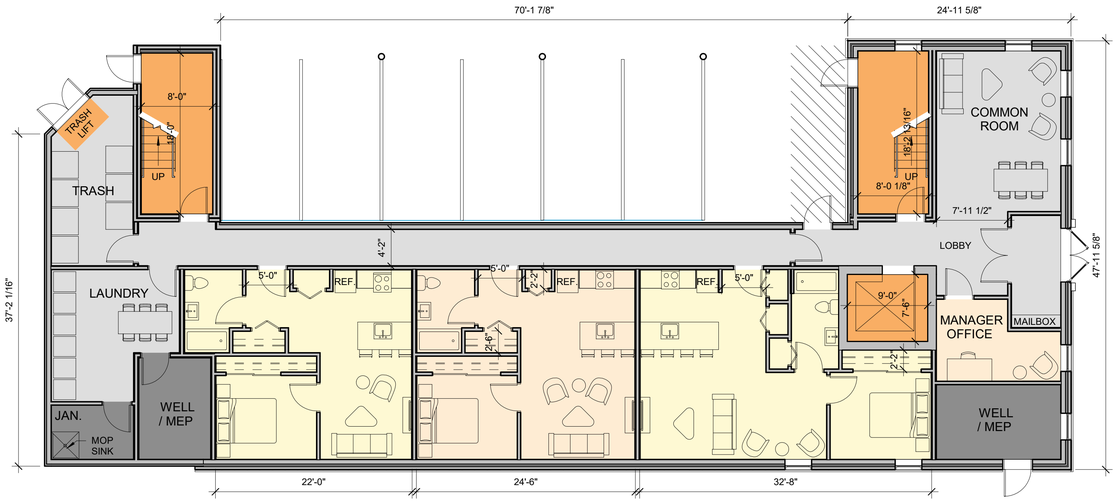
DATE:	6/3/2019
SCALE:	1"=10'
DESIGNED:	ARF
JOB NO:	1824
FILE:	1824-Photometrics.DWG
SHEET	P-1

867 XC

3 | 4TH FLOOR
1/8" = 1'-0"

2 | 2ND FLOORS
1/8" = 1'-0"

4 | 3RD FLOOR
1/8" = 1'-0"



1 | 1ST FLOOR
1/8" = 1'-0"

Prepared For:
Owner

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

Project:
66 STATE STREET
NEW BUILDING
PORTLAND, ME 04101

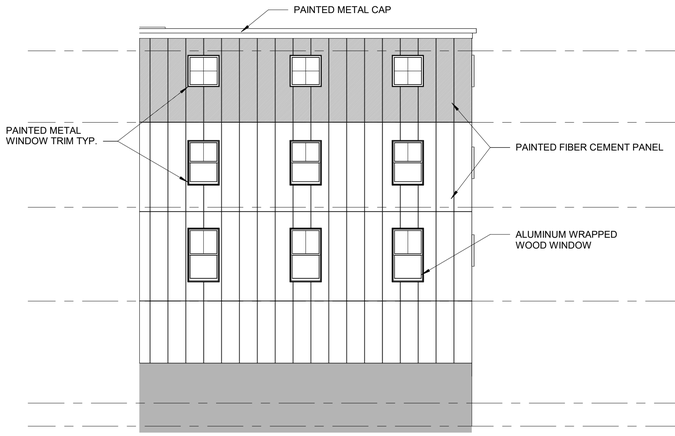
Revisions:

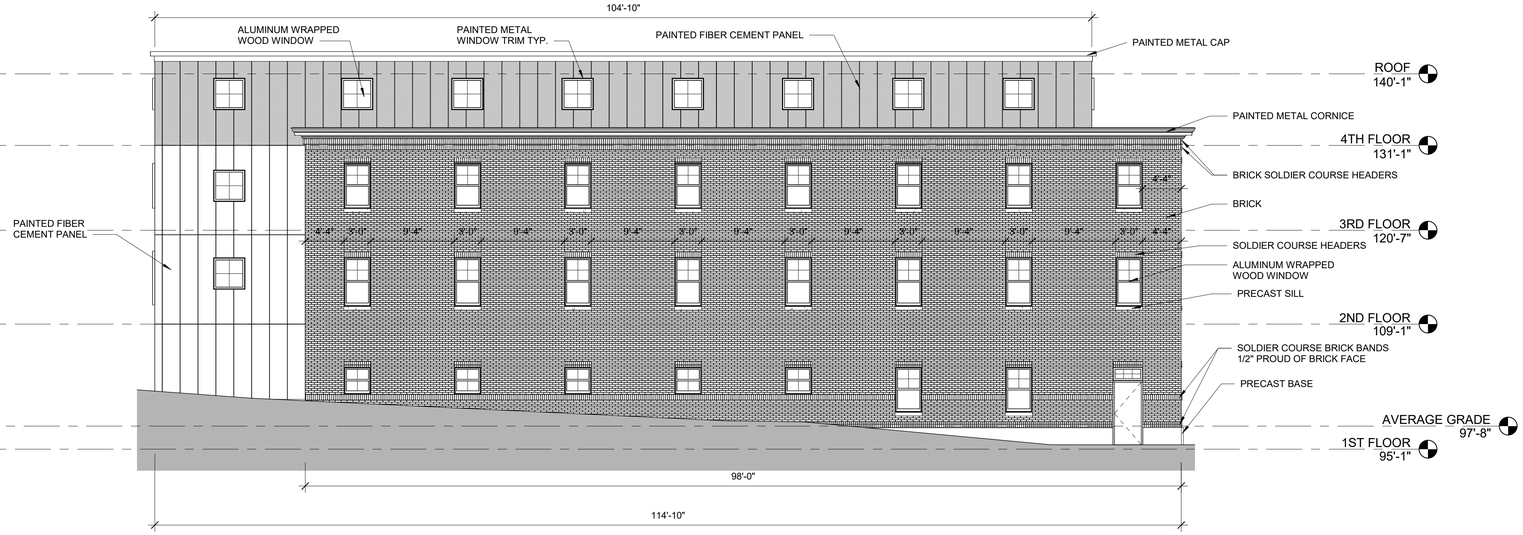
Scale:
1/8" = 1'-0"

Date:
6 JUNE 2019

FLOOR PLANS

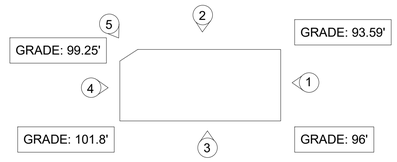
A1.01





4 | REAR ELEVATION
1/8" = 1'-0"

3 | WEST ELEVATION
1/8" = 1'-0"

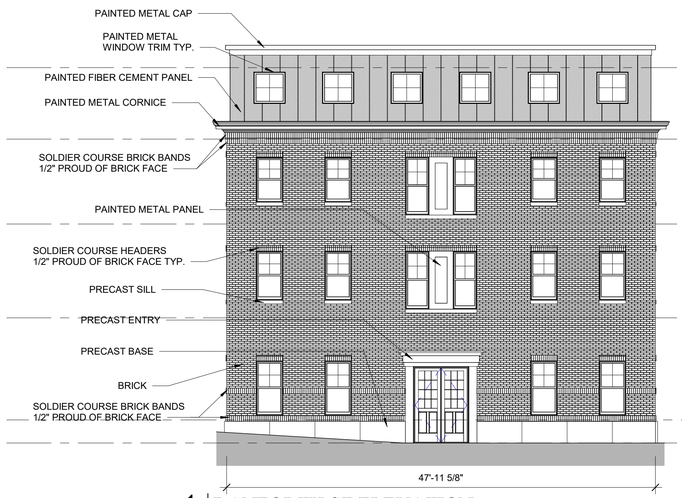


GENERAL NOTE:

1. DARKEST BRICKS CULLED FROM OLD PORT BLEND TO BE USED FOR ALL SOLDIER COURSES.

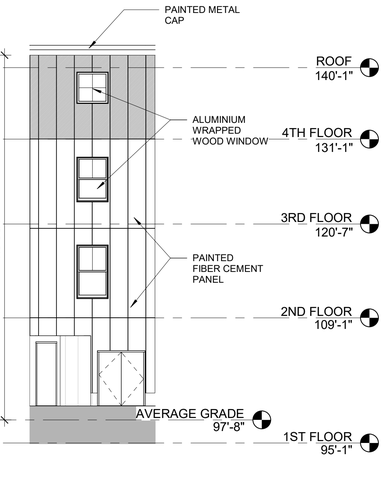
GENERAL NOTES:

1. AVERAGE GRADE BY DEFINITION: GRADE TAKEN AT THE FOUR (4) BUILDING CORNERS DIVIDED BY FOUR (4) - 96.00" + 93.59' +101.8' + 99.25'= 390.64' /4 = 97'8"
2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT FROM AVERAGE GRADE TO HIGHEST POINT OF THE ROOF BEAMS = 43' - 9 3/4"



1 | DANFORTH ST ELEVATION
1/8" = 1'-0"

2 | EAST ELEVATION
1/8" = 1'-0"



5 | REAR CORNER ELEVATION
1/8" = 1'-0"

Prepared For:
Owner
Address
City, State

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

Project:
66 STATE STREET
NEW BUILDING
PORTLAND, ME 04101

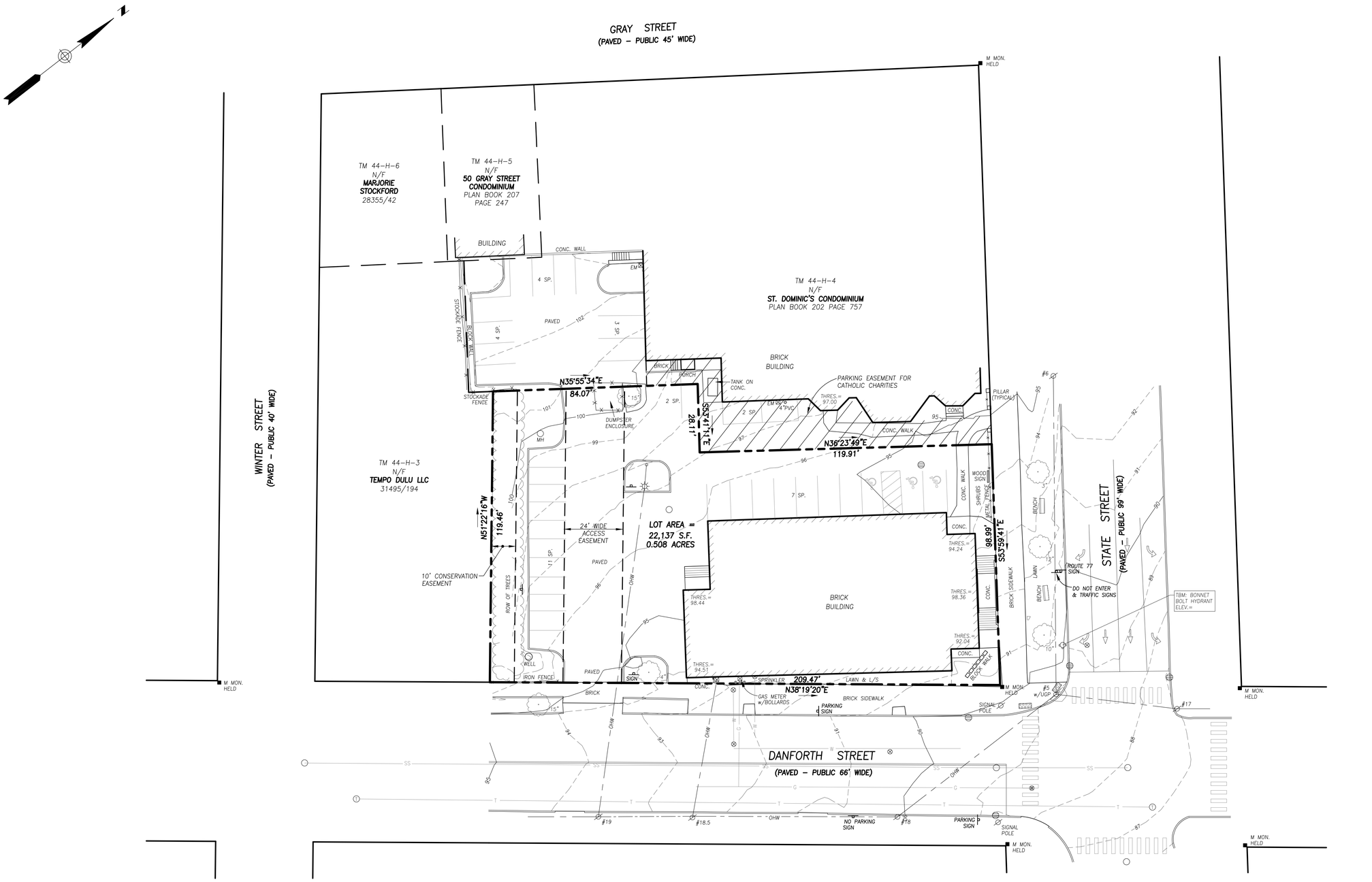
Revisions:

Scale: 1/8" = 1'-0"

Date: 6 JUNE 2019

Building Elevations

A2.01

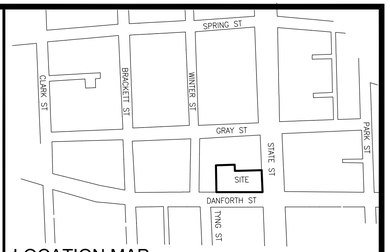


SCALE : 1" = 20'

0' 10' 20' 40'

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.



LOCATION MAP

N.T.S.

LEGEND

●	IRON PIPE OR ROD FOUND	—X—X—	FENCE
■	MONUMENT FOUND	═══	CURB
⌀	UTILITY POLE	—OHW—	OVERHEAD WIRES
○	MANHOLE	—W—	WATER LINE
⊠ EM/GM	ELECTRIC/GAS METER	—G—	GAS LINE
	SIGN	—T—	TELEPHONE
	CATCH BASIN	—SD—	STORM DRAIN
	HYDRANT	—SS—	SANITARY SEWER
⊗	WATER VALVE OR SHUTOFF	—35—	1' CONTOUR
⊛	GAS VALVE	IPF/IRF	IRON PIPE OR ROD FOUND
☼	LIGHT POLE	N/F	NOW OR FORMERLY
	DECIDUOUS TREE	000/000	DEED BOOK / PAGE
		L/S	LANDSCAPED AREA
		CONC.	CONCRETE

PLAN REFERENCES

1. CITY OF PORTLAND ENGINEERING DEPARTMENT STREET PLANS 77, 82, 104, AND 184.

2. "LAND TITLE SURVEY OF AMITY CENTER LOT, 66 STATE STREET, PORTLAND, MAINE MADE FOR THE ALLIANCE FOR THE MENTALLY ILL OF GREATER PORTLAND, 12 CEDAR ST., PORTLAND, MAINE, STANDARD BOUNDARY SURVEY OF THE ST. DOMINIC'S CHURCH LOT. RECORD OWNER, THE ROMAN CATHOLIC BISHOP OF PORTLAND, A CORPORATION SOLE, 510 OCEAN AVENUE, PORTLAND, MAINE" AUGUST 22, 1991 REVISED JUNE 18, 1992 OWEN HASKELL, INC. JOB #91132P RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 192, PAGE 137.

3. "CONDOMINIUM PLAT, 50 GRAY STREET CONDOMINIUM, #50 GRAY STREET, PORTLAND, MAINE MADE FOR RECORD OWNERS ERIK & CAITLIN MUSHIAL" MAY 7, 2007 OWEN HASKELL, INC. JOB #2006–155P RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 207, PAGE 247.

4. "CONDOMINIUM PLAT ST. DOMINIC'S CONDOMINIUM, DECLARANT: ST. DOMINIC'S HOUSING ASSOCIATES LIMITED PARTNERSHIP AND IRISH HERITAGE CENTER, PORTLAND, MAINE" DECEMBER 17, 2002 BY TFH ARCHITECTS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 202, PAGE 757.

GENERAL NOTES

1. OWNER OF RECORD: CATHOLIC CHARITIES OF MAINE
P.O. BOX 10660, PORTLAND, MAINE
C.C.R.D. BOOK 11522 PAGE 123

2. LOCUS IS SHOWN AS PROPERTY MAP 44 BLOCK H LOT 1.

2. BEARINGS ARE GRID NORTH AS BASED ON CITY MONUMENT T124–25–1237 AT CORNER OF DANFORTH AND WINTER STREETS AND T124–25–1238 AT SOUTHERN CORNER OF DANFORTH AND STATE STREETS. ELEVATIONS ARE ON CITY DATUM.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, EXCEPT NO MARKERS SET TO DATE.

JOHN C. SCHWANDA, PLS #1252

DATE

Boundary & Topographic Survey
At
66 State Street and Danforth Street
Portland, Maine
Made for
Archetype PA
48 Union Wharf, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. ROUTE ONE, UNIT 10, FALMOUTH, MAINE 04105

DRAWN BY: JCS / JLW	DATE: JUNE 14, 2018	JOB NO. 2018-102P
CHECKED BY: JCS	SCALE: 1" = 20'	DRWG. NO. 1

PLANNING BOARD REPORT
PORTLAND, MAINE

Development & Redevelopment
132 Marginal Way
Conditional Use, Subdivision & Site Plan Review
Tom Watson & Co, LLC, Applicant
PL-000709-2019 CBL: 442 A001001

Submitted to: Portland Planning Board Public Hearing Date: August 13, 2019	Prepared by: Andrew Tufts, Planner Date: August 9, 2019

Figure 1: Parcel outline

I. INTRODUCTION

Tom Watson & Co., has submitted a Level III Site Plan, Subdivision and Conditional Use (Inclusionary Zoning) application for the repurposing of an existing mixed-use building. The proposed project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes. The two retail units on the first floor will remain. The subject property is a 57,075 square foot parcel at 132 Marginal Way. The neighborhood is primarily commercial and is within the B-7 Zone. The project will be phased to mitigate displacement. Retail will remain throughout the project.

A total of 41 notices were sent to property owners within 500 feet of the site and a legal ad ran in the August 2nd & August 3rd editions of the Portland Press Herald.

Applicant: Tom Watson & Co.

Consultants: Will Savage, P.E. (Acorn Engineering) Ryan Senatore Architecture; John Schwanda (Owen Haskell Inc. (Surveying))

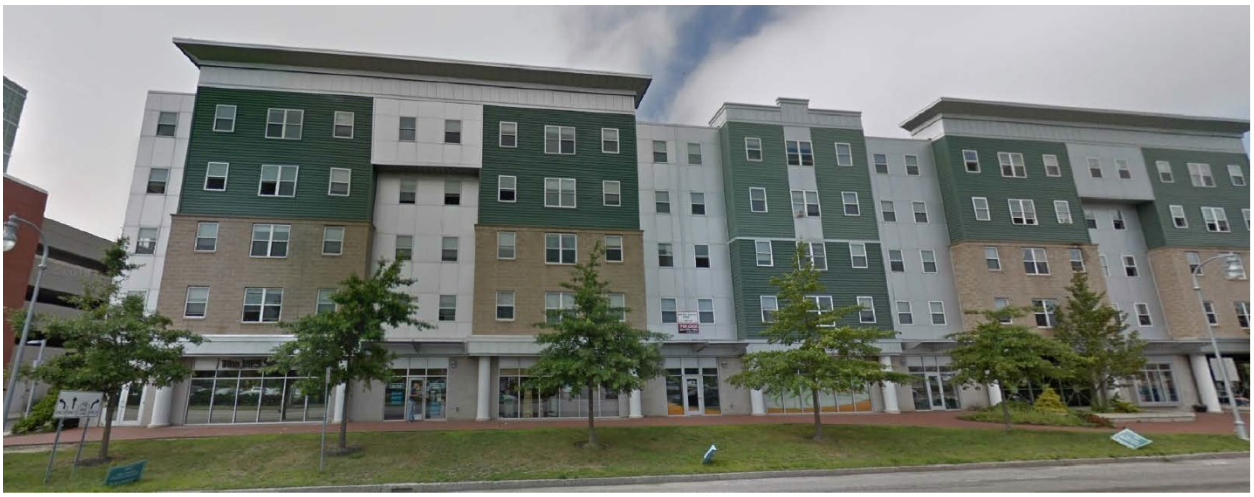


Figure 2: Elevation

II. REQUIRED REVIEWS

Review	*Applicable Standards*
Site Plan	*Section 14-526*
Subdivision	*Section 14-497*
Inclusionary Zoning (IZ)	*Section 14-474, Section 14-487*

III. PROJECT DATA

Existing Zoning	B-7 Zone
Existing Use	Student Housing/ Retail Mixed-Use
Proposed Use	192 mixed bedroom units, 2 retail units
Bedroom Mix	90 efficiencies, 51 one-bedroom units, 42 two-bedroom units, 10 four-bedroom units
Parcel Size	57,075 SF

	Existing	*Proposed*	*Net Change*
Building Footprint	47,797 SF	47,797 SF	0 SF
Building Floor Area	205,583 SF	205,583 SF	0 SF
Impervious Surface Area	56,075 SF	56,075 SF	0 SF
Parking Spaces	117	117	0
Bicycle Parking Spaces	90	90	0

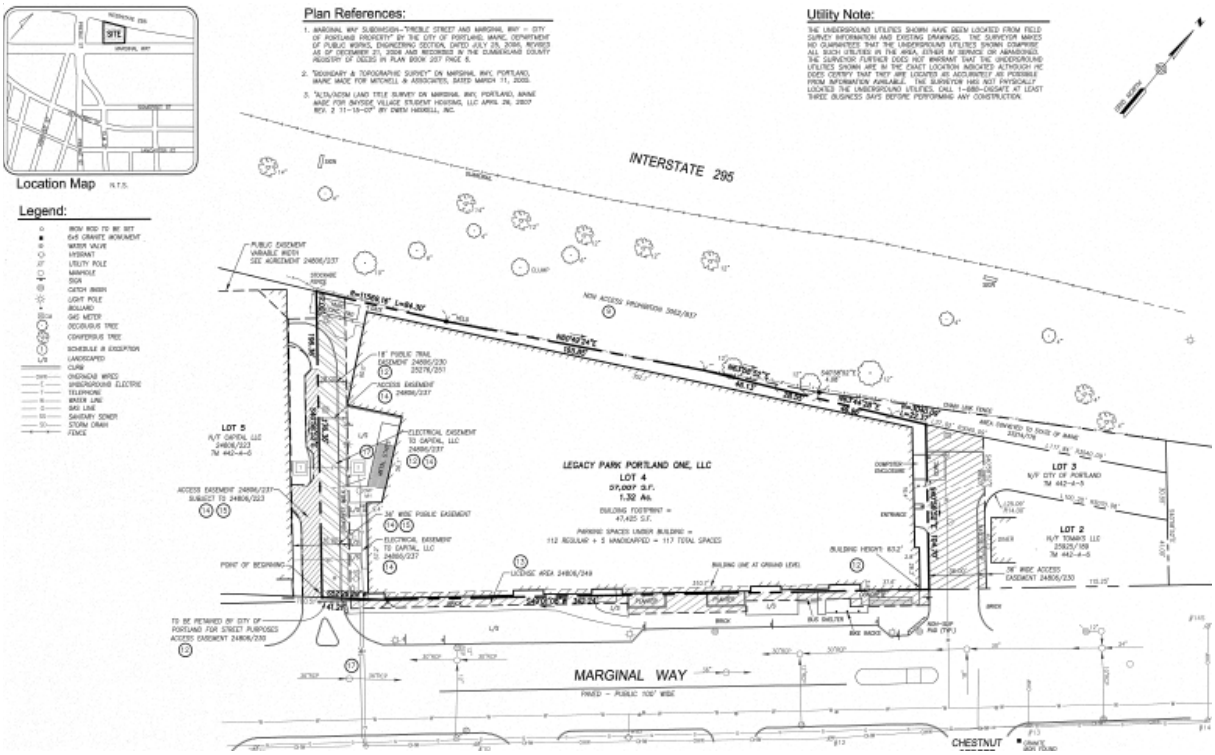


Figure 3: Existing conditions

IV. EXISTING CONDITIONS

The proposed development site is located on Marginal Way, across from Trader Joe's, near the intersection of Marginal Way and Preble Street, in Portland's Bayside Neighborhood. Its north side is abutted by I-295. The existing five-story building holds 100 four-bedroom units, 41 two-bedroom units, and two ground floor retail units. There are 117 parking spaces in a structured parking garage at the base of the building, which also provides space for 90 bicycles. The site has 56,075 sf of impervious area out of the 57,891-sf parcel. The existing building was originally developed as student housing. Property abutters include InterMed, Drummond Woodsum, Trader Joe's, Walgreens Pharmacy, Planet Fitness, and Miss Portland Diner. Nine street trees are planted and in healthy condition along the front of the building. The site is uniquely situated between some of Portland's largest parks and open spaces. Back Cove Park, a large park featuring a 3.5-mile, waterfront loop trail for jogging and biking, recreation fields, and open green space, is located directly north of the site, across I-295, and is a 3-minute walk on sidewalk. Deering Oaks Park, one of the city's oldest

and largest parks, is less than a 5-miute walk south-west along Marginal Way. Bayside Trail is also located directly across Marginal Way, and can be accessed by walking down Chestnut Street.

V. PROPOSED DEVELOPMENT

Figure 4: First floor plan

The development is proposed as a repurposing of the mixed-use building at 132 Marginal way. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes. The proposed project that will be contained within the existing exterior building shell will contain a mix of approximately 90 efficiency units, 51 one-bedroom units, 42 two-bedroom units, and 10 four-bedroom units. The two retail units along the first floor will remain. The project will include 20 workforce housing units which will be comprised of 1 four-bedroom unit, 4 two-bedroom units, and 15 one-bedroom units. The existing utilities are anticipated to have adequate capacity for the proposed renovations.

VI. Public Comment and Neighborhood Meeting

The neighborhood meeting was held on July 11, 2019 at the Port Property Management's Portland office at 5:30 pm. One direct abutting neighbor attended.

Developer Tom Watson introduced and gave an overview of the project. Will Savage followed with a technical description of the project. Ryan Senator concluded the presentation by speaking to the

architectural reprogramming of the building interior. Public comment touched upon price of rent, parking, and activating the area through pedestrian activity.

One public comment was received by planning staff from a property abutter. The comment was in regards to their concern over existing and proposed lack of parking on site and the resulting overflow into adjacent lots.

VII. RIGHT, TITLE, & INTEREST AND FINANCIAL & TECHNICAL CAPACITY

The owner of the property is Tom Watson & Co. LLC. The applicant has provided a copy of the warranty deed, recorded at the Cumberland County Registry of Deeds (Book 34935, Page 60), which demonstrates their right, title and interest in the property. (**Attachment B)**

As evidence to demonstrate sufficient financial and technical capacity, the applicant has provided a letter from Bar Harbor Bank & Trust indicating that between the applicant's funds and bank financing, that applicant has sufficient financial capacity to complete the proposed project. Similarly, information has been provided on the development team demonstrating the capacity to design and construct the project. **(Attachment F)**

VIII. ZONING ANALYSIS

The property currently lies within the City of Portland B-7 zone. The following Space and Bulk requirements apply to the B-7 Zone:

B-7 Zone Summary Dimensional and Parking Requirements Applied to 132 Marginal Way		
	Required	Proposed
Minimum Lot Size	None	57,887 sf
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	None	383' FT
Front Yard Minimum	0 (abutter avg)	0
Rear Yard Minimum	None	3.81'
Yard Right Minimum	None	0
Yard Left Minimum	None	18'
Side Street Setback	10'	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	100%	82%
Maximum Height	85' FT	59' FT
Landscape Open Space	N/A	3%
Max Impervious Area	80%	N/A
Off-Street Parking	128	117

IX. DEVELOPMENT REVIEW

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

The applicant has submitted a recording plat. The final plat will need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry of Deeds within two years of a Planning Board decision.

B. SUBDIVISION (Section 14-496)

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

1. *Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) 1), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)*
   There will be no changes to the existing site or exterior of the building.

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

   Ability to serve from Portland Water District has been received and provided.

3. *Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)*
   The proposed development is not adding significant vehicular traffic to the site, and a traffic analysis is not required.

4. *Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)*
   The proposed project will include installation of multiple utility services to the new building. The existing water features a 6" sprinkler line and a 4" domestic line. These services will remain the same.
5. *Comprehensive Plan (Section 14-497 (a) 9)*
   The development has been designed to be consistent with the City's Master Plan, adopted in June of 2017. Sited in the Housing section of the City's Policy Guides Local Goals, it states:
   Increase, preserve, and modify overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

B. SITE PLAN STANDARDS (Section 14-526)

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

1. *Transportation Standards*
   a. Impact on Surrounding Street Systems and Access and Circulation
   The site is located on Marginal Way which is a collector and currently handles approximately 13,000 vehicles per day. This project is not anticipated to have a significant effect on the street system. There are no proposed changes in access and circulation.

   b. Public Transit Access
   Metro Bus route 8 service is within the required distance from the site. An existing covered transit shelter existing along Marginal Way directly in front of the site. While no bus stops at the shelter currently, it is anticipated that a future stop will be implemented.

   c. Parking
   Per ordinance requirements in the B-7 Zone, the proposed project is required to have a total of 128 spaces.
   The proposed project will provide 117 parking spaces. The parking requirement will be determined by the Planning Board. A preliminary TDM has been submitted and is available in the attachments.

b. Bicycle Parking

Storage for ninety bicycle parking spaces will be provided within the garage, exceeding the 48 spaces required.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

There will be no change to the existing site or the exterior of the building.

b. Landscaping and Landscape Preservation

There will be no change to the existing site or the exterior of the building.

c. Water Quality, Storm Water Management and Erosion Control

There will be no change to the existing site or the exterior of the building.

3. Public Infrastructure and Community Safety Standards

a. Public Safety and Fire Prevention

Mike Thompson, Division Chief of the Fire Prevention and Community Outreach Division, has reviewed the submitted plans and found them to be acceptable.

b. Availability and Adequate Capacity of Public Utilities

The project will be served by Central Maine Power, the Portland Water District, City Department of Public Works. Evidence of utility capacity has been provided for all.

4. Site Design Standards

a. Snow and Ice Loading

There will be no change to the existing site or the exterior of the building.

b. View Corridors

There will be no change to the existing site or the exterior of the building.

c. Historic Resources

Not applicable.

d. Exterior Lighting

The applicant has submitted a lighting and photometric plan.

e. Noise and Vibration

There will be no change to the existing site or the exterior of the building.

f. Signage and Wayfinding

All street and wayfinding signage shall meet the requirements of the Manual of Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

g. Zoning Related Design Standards

There will be no change to the existing site or the exterior of the building.

h. Construction Management Plan

The applicant has submitted a construction management plan and has been reviewed by city staff.

C. INCLUSIONARY ZONING – Conditional Use (Section 14-487)

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 Division 30, Section 14-487 of the Zoning Ordinance.

Division 30, Section 14-487, Ensuring Workforce Housing, requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation will be provided in the form of a proportional fee-in-lieu. The in-lieu fee shall be calculated and paid into the Housing Trust Fund as defined in Sec. 14- 489, on or before the date upon which a certificate of occupancy is issued. The ordinance under Section 14-487 e 3 also requires the number of bedrooms in the workforce units shall be at least 10% of the total number of bedrooms in the development.

The development located at 132 Marginal Way proposes the creation of 192 rental units consisting of one hundred forty-one (141) one-bedroom units, forty-one (41) two-bedroom units, and ten (10) four-bedroom units. As dwelling units for rent, the designated Workforce Unit will be restricted to households earning up to 100% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the development is required to provide a minimum of nineteen (19) Workforce Units consisting of a total of twenty-seven (27) bedrooms, and pay a fractional fee-in-lieu of $21,218 (.2 x $106,090), or create twenty (20) Workforce Units consisting of a total of twenty-seven (27) bedrooms. The Applicant has elected to provide twenty (20) Workforce Units, on-site, consisting of fifteen (15) one-bedroom units, four (4) two-bedroom units, and one (1) four-bedroom unit to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 14-487.

Staff recommends the Board Approve this Conditional Use provided the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) 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 covenant to the property's deed with the Cumberland County Registry of Deeds before a Certificate of Occupancy may be issued.

X. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board find the 132 Marginal Way redevelopment project meets the applicable standards of Portland's Land Use Code.

XIII. PROPOSED MOTIONS FOR THE BOARD TO CONSIDER

A. SUBDIVISION

On the basis of the application, plans, reports, and other information submitted by the applicant; findings and recommendations contained in the Planning Board report for the public hearing on August 13, 2019 for application PL-000709-2019 relevant to the subdivision regulations; and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan [is / is not] in conformance with the subdivision standards of the land use code.

B. SITE PLAN

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 August 13, 2019 for application PL-000709-2019 relevant to the site plan regulations; and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan [**is / is not**] in conformance with the site plan standards of the land use code, subject to the following conditions of approval:

CONDITIONS WHICH MUST BE MET PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

1. A final TDM with specific target data must be submitted to staff for review and approval prior to issuance of a Certificate of Occupancy.

C. INCLUSIONARY ZONING CONDITIONAL USE

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for the public hearing on August 13, 2019, for application PL-000709-2019, 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 14-484.

XIII. ATTACHMENTS

ATTACHMENTS

1. M. Tremblay Comments
2. T. Errico Comments
3. Bayside Village - Parking Count Results
4. TDM Report - Bayside Village
5. Wastewater Capacity Authorization 2019-07-23 132 Marginal Way (2)
6. 132 Marginal Way, IZ memo to PB (2)

PUBLIC COMMENT

PC1 7/8/19

APPLICANT'S SUBMITTALS

A. Cover Letter
B. Level III Final Site Plan Application & Checklist
C. Right, Title, Interest

D. Zoning Assessment
E. Easements
F. Waivers
G. Financial Capacity
H. Technical Capacity
I. Conformity With Land Use Ordinance
J. Stormwater Management Plan
K. Erosion and Sedimentation Control Plan
L. Fire Department Letter
M. Wastewater Capacity
N. Lighting
O. Architectural Design Narrative
P. Utility Cover
Preliminary Traffic Demand Management Plan (1)
Q. Construction Management Narrative
R. Solid Waste Disposal
S. Traffic & Parking Analysis
T. Preliminary Traffic Demand Management Plan
U. Neighborhood Meeting Record
V. TDM Report - Bayside Village
W. 132 Marginal Way, IZ memo to PB (2)
X. Wastewater Capacity Authorization 2019-07-23 132 Marginal Way (2)

PLANS

P1. Existing Conditions
P2. Subdivision Plat
P3. Elevation 1
P4. Elevation 2
P5. Basement Floor Plan
P6. First Floor Plan
P7. Second Floor Plan
P8 Third Floor Plan
P8. Third Floor Plan
P9. Fourth Floor Plan
P10. Breakdown of Units
P11. Basement Plan Part A
P12. Basement Plan Part B
P13. First Floor Plan Part A
P14. First Floor Plan Part B
P15. Second Floor Plan Part A
P16. Second Floor Plan Part B
P17. Third Floor Plan Part A
P18. Third Floor Plan Part B
P19. Fourth Floor Plan Part A
P20. Fourth Floor Plan Part B
P21. South Elevations

P22. North Elevations
P23. BAYSIDE VILLAGE - ELEVATIONS (1)
P24. 132 Marginal Way_Plat_WS Comments

Att. 1

Portland Maine | Yes. Google's good here.

Andrew Tufts <atufts@portlandmaine.gov>

132 Marginal Way comments - Parking

Mike Tremblay <mtremblay@portlandmaine.gov> Tue, Jul 30, 2019 at 11:13 AM
To: Andrew Tufts <atufts@portlandmaine.gov>
Cc: Tom Errico <thomas.errico@tylin.com>, John Peverada <jbp@portlandmaine.gov>

Andrew,

I have reviewed the parking study for 132 Marginal Way. My comments:

- The 667 Congress Street parking comparison is helpful, but 132 Marginal Way is in quite a different location in terms of walkability and access to regional highways.

- It would be helpful to know additional information about the 667 Congress study; are residents charged for parking, and if so, how much? Is parking bundled with the cost of rent, or separate? What is the current occupancy of the units? Are any spaces reserved for visitors? This may give insight as to why not all of the parking spaces available are being used.

- The parking survey for 667 Congress Street was conducted on a weekday in summer. I would be interested in a similar count in the fall, as summer counts can be unreliable due to summer vacations, etc.

- Though not explicitly stated in the parking study, the peak occupancy parking spaces of 667 Congress Street was 82.5%. This is reasonably close to full, particularly if any of the above factors are at play and spaces are assigned and not first-come-first-serve for all residents of the building.

- The 132 Marginal Way parking observations were conducted on a weekday in the summer. The primary existing use of the building is student housing, so it is likely that the units are not fully occupied, or particularly close to being fully occupied. Occupancy data should be provided if known; otherwise, additional data should be collected in the fall.

- While the applicant correctly notes that the difference in required vs. provided parking can be made up with alternate means, it should be noted that street parking along Marginal Way and in the area in general have documented capacity challenges. Insufficient on-site parking may place additional strain on the street parking supply, and may create additional instances of unauthorized parking in nearby commercial lots.

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

Att. 2

Portland Maine | Yes. Google's good here.

Andrew Tufts <atufts@portlandmaine.gov>

RE: 132 Marginal Way

1 message

William Savage <wsavage@acorn-engineering.com> Wed, Aug 7, 2019 at 12:07 PM
To: Tom Errico <thomas.errico@tylin.com>, "Andrew Tufts (atufts@portlandmaine.gov)" <atufts@portlandmaine.gov>
Cc: "trafficsolutions@maine.rr.com" <trafficsolutions@maine.rr.com>, Sam Lebel <slebel@acorn-engineering.com>, "John Laliberte (john@portpropmgt.com)" <john@portpropmgt.com>

Hi Tom,

The applicant's representative John and I circled back with the building property managers and have the following update in red. I have x'd out the lease amount for parking, let me know if you need the actual numbers.

1. How is parking managed at 667 Congress Street? Are all units provided parking? Is there a parking fee for those that want parking?

   Parking is separated from the base unit lease and there is a waiting list for onsite parking. Parking is $X/month for the semi-covered garage and $X+$25/month for the fully-covered garage. Tenants may be choose to park off site because there are options in the vicinity which are within walking distance and are less expensive including 699 Congress St. lot, which is approximately $X-$5/month.

2. Do you have a sense of unit occupancy at the 132 Marginal Way site during the parking demand survey? It is also my understanding that a number of tenants park off site. Do you know why? Parking cost?

   Occupancy at the building was roughly 80% when the survey was executed. Tenants may be choosing to park off site simply because there are options in the vicinity which are within walking distance that are available free of charge.

For 132 Marginal Way the applicant has a verbal agreement to lease 15 parking spaces from the Intermed building with the option for more if necessary. This will make up the delta between the number of spaces onsite and the parking generation developed by Bill Bray from the ITE Manual.

The lease agreement would be finalized post approval and once the parcel is purchased. We should have a draft lease agreement prior to the planning board.

- **Will**

B. 207.775.2655

C. 207.317.1884

------ Forwarded Message ------

From: "Tom Errico" <thomas.errico@tylin.com>

To: "'Bill Bray'" <trafficsolutions@maine.rr.com>

Sent: 8/5/2019 1:30:42 PM

Subject: 132 Marginal Way

Hi Bill – I hope summer is going well and you are having low golf scores. A few questions on your Parking Assessment:

1. How is parking managed at 667 Congress Street? Are all units provided parking? Is there a parking fee for those that want parking?
2. Do you have a sense of unit occupancy at the 132 Marginal Way site during the parking demand survey? It is also my understanding that a number of tenants park off site. Do you know why? Parking cost?

Thanks and let's schedule a time to play golf soon.

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
T·Y·LIN INTERNATIONAL
12 Northbrook Drive
Falmouth, ME 04105
+1.207.781.4721 main
+1.207.347.4354 direct
+1.207.400.0719 mobile
thomas.errico@tylin.com
Visit us online at www.tylin.com
Twitter | Facebook | LinkedIn | Instagram

Portland Maine Yes. Google's good here.

Andrew Tufts <atufts@portlandmaine.gov>

Bayside Village - Parking Count Results

9 messages

William Savage <wsavage@acorn-engineering.com> Fri, Jul 12, 2019 at 12:49 PM
To: "Andrew Tufts (atufts@portlandmaine.gov)" <atufts@portlandmaine.gov>
Cc: "John Laliberte (john@portpropmgt.com)" <john@portpropmgt.com>, Sam Lebel <slebel@acorn-engineering.com>

Andrew – Here are the results from our parking analysis. Bill Bray our Traffic Engineer is working on finalizing his parking analysis but figured I would give you a quick summary of the results and generally speaking the abundance of parking.

667 Congress Street 81 parking spaces for 139 units (0.58 ratio) and Joe's Variety

6 am: 66

10 am: 39

5 pm: 37

8 pm: 57

Bayside Village 117 parking spaces for ex 100 4-bedroom units (400 bedrooms) proposed 196 units (.60 ratio) (267 bedrooms) and two retail facilities.

6 am: 46

10 am: 31

5 pm: 21

8 pm: 33

Can we get the planning review process started while we are waiting on Bill's parking memo?

Best,

Will Savage, PE

Principal

Licensed in Maine

Acorn Engineering, Inc

PO Box 3372

Portland, Maine 04104

https://www.instagram.com/acorn_engineering/

https://www.linkedin.com/company/acorn-civil-engineering/

B. 207.775.2655

C. 207.317.1884

This electronic communication, which includes any files or attachments thereto, contains proprietary or confidential information and may be privileged and otherwise protected under copyright or other applicable intellectual property laws. All information contained in this electronic communication is solely for the use of the individual(s) or entity to which it was addressed. If you are not the intended recipient(s), you are hereby notified that distributing, copying, or in any way disclosing any of the information in this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately, and destroy the communication and any files or attachments in their entirety, whether in electronic or hard copy format. Since data stored on electronic media can deteriorate, be translated or modified, Acorn Engineering, Inc., and/or affiliates will not be liable for the completeness, correctness or readability of the electronic data. The electronic data should be verified against the hard copy.

Andrew Tufts <atufts@portlandmaine.gov> Fri, Jul 12, 2019 at 1:11 PM
To: Mike Tremblay <mtremblay@portlandmaine.gov>, "Errico, Thomas" <thomas.errico@tylin.com>

[Quoted text hidden]

--
Andrew Tufts
Project Planner
Planning and Urban Development Department

389 Congress Street 4th Floor
Portland, ME 04101
atufts@portlandmaine.gov
(207) 874-8724

Andrew Tufts <atufts@portlandmaine.gov> Fri, Jul 12, 2019 at 4:42 PM
To: William Savage <wsavage@acorn-engineering.com>
Cc: "John Laliberte (john@portpropmgt.com)" <john@portpropmgt.com>, Sam Lebel <slebel@acorn-engineering.com>

Thanks Will,

I've sent this on to our parking reviewers and will get back to you next week with their comments.

Have a great weekend!

[Quoted text hidden]
[Quoted text hidden]

William Savage <wsavage@acorn-engineering.com> Fri, Jul 12, 2019 at 4:49 PM
To: Andrew Tufts <atufts@portlandmaine.gov>
Cc: "John Laliberte (john@portpropmgt.com)" <john@portpropmgt.com>, Sam Lebel <slebel@acorn-engineering.com>

Thanks Andrew! We had one person show up for the neighborhood meeting and they were in support of the project. I will send out the minutes on Monday.

Also I forgot to mention the parking will be disconnected from the unit rents so unit owners will have to pay extra for parking. Is there any chance of getting on the agenda at the end of July? If not the first meeting in August? Seems like a straight forward application that would go straight to hearing.

- **Will**

B. 207.775.2655

C. 207.317.1884

[Quoted text hidden]

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

Andrew Tufts <atufts@portlandmaine.gov> Tue, Jul 16, 2019 at 11:40 AM
To: Mike Tremblay <mtremblay@portlandmaine.gov>

---------- Forwarded message ---------
From: **William Savage** <wsavage@acorn-engineering.com>
Date: Fri, Jul 12, 2019 at 12:49 PM
Subject: Bayside Village - Parking Count Results
To: Andrew Tufts (atufts@portlandmaine.gov) <atufts@portlandmaine.gov>
[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

Mike Tremblay <mtremblay@portlandmaine.gov> Tue, Jul 16, 2019 at 12:04 PM
To: Andrew Tufts <atufts@portlandmaine.gov>
Cc: "Errico, Thomas" <thomas.errico@tylin.com>

Andrew and Tom,

I am not sure if 667 Congress is a comparable example, as it is in a significantly more dense, mixed-use area in Longfellow Square.

Given the documented parking issues noted by an abutter and by John P, I'm questioning the existing Bayside Village numbers; the parking spaces are not being utilized as we'd expect them to be; 117 parking spaces and never more than 50% full? Perhaps they charge for this parking and residents opt for free parking elsewhere?

Tom, do you know of an appropriate relationship between number of bedrooms in a unit vs. parking demand? I'd imagine a 2BR demands something like 1.5x more spaces than a 1BR, with diminishing increases after that.

If we assume that:

1 BR = demand of 1 space
2 BR = demand of 1.5 space
4 BR = demand of 2 spaces

Existing use demand: 200 spaces
Proposed use demand: 145 + 1.5*41 + 2.0*10 = 227 spaces

Assuming my assumptions are close, it may be that the new development has a greater overall parking demand than the current one, and this isn't counting the retail facilities. However, this may be offset by the fact that student housing likely has a high occupancy of bedrooms with occupants with drivers licenses, so perhaps it may be best to compare bedrooms over units.

Need to see Bill Bray's larger analysis, but I'm guessing we won't be satisfied with the existing supply here.

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852

[Quoted text hidden]

Tom Errico <thomas.errico@tylin.com> Wed, Jul 17, 2019 at 7:53 AM
To: Mike Tremblay <mtremblay@portlandmaine.gov>, Andrew Tufts <atufts@portlandmaine.gov>

Hi Mike – I do not know the relationship. I am purchasing the new 5th Edition of the ITE Parking Generation Manual this week and will see if it has any guidance.

Thanks

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
T·Y·LIN INTERNATIONAL
12 Northbrook Drive
Falmouth, ME 04105
+1.207.781.4721 main
+1.207.347.4354 direct
+1.207.400.0719 mobile
thomas.errico@tylin.com
Visit us online at www.tylin.com
Twitter | Facebook | LinkedIn | Instagram

[Quoted text hidden]
[Quoted text hidden]

Mike Tremblay, P.E.

[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Tom Errico <thomas.errico@tylin.com> Mon, Jul 29, 2019 at 10:16 AM
To: Mike Tremblay <mtremblay@portlandmaine.gov>, Andrew Tufts <atufts@portlandmaine.gov>

Hi Andrew – Has Bill Bray submitted his parking analysis? I have been reviewing the new 5th Edition of the Parking Generation Manual and for a Mid-Rise Residential Development (LUC 221) the Average Parking Generation Rate in a Dense Multi-Use Urban setting is 0.77 spaces per Dwelling Unit and 0.48 spaces per Bedroom. This correlates to a parking supply of either 151 spaces using DU as the independent variable and 129 spaces using bedrooms as the independent variable. I agree with Mike's comments about the data collected by the Applicant. Seems like it does not capture all vehicles.

Let me know when Bill's memo arrives.

Thanks

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
TY LIN INTERNATIONAL
12 Northbrook Drive
Falmouth, ME 04105
+1.207.781.4721 main
+1.207.347.4354 direct
+1.207.400.0719 mobile
thomas.errico@tylin.com
Visit us online at www.tylin.com
Twitter | Facebook | LinkedIn | Instagram

From: Mike Tremblay <mtremblay@portlandmaine.gov>
Sent: Tuesday, July 16, 2019 12:04 PM
To: Andrew Tufts <atufts@portlandmaine.gov>
Cc: Tom Errico <thomas.errico@tylin.com>

[Quoted text hidden]

[Quoted text hidden]

Mike Tremblay, P.E.

[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Andrew Tufts <atufts@portlandmaine.gov> Mon, Jul 29, 2019 at 10:16 AM
To: thomas.errico@tylin.com

I'll be out of the office from July 22 to August 2. If you need to speak with someone please call the front desk of the Planning Department, 207-874-8721.

[Quoted text hidden]

ACORN ENGINEERING, INC.

PRELIMINARY TRANSPORTATION DEMAND MANAGEMENT PLAN

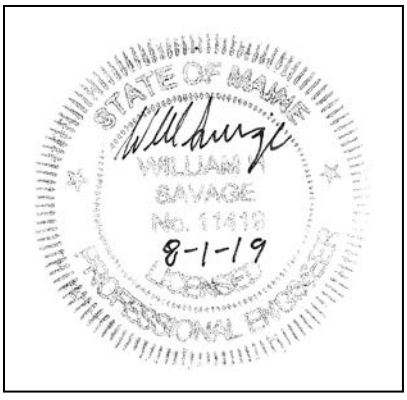
Bayside Village
132 Marginal Way, Portland

Prepared For:

Tom Watson & Co.
82 Hanover Street
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
65 Hanover Street
Portland, Maine 04101



August 2019

SUMMARY

The proposed project is location along 132 Marginal Way, within the B-7 Mixed Development District Zone in Portland, Maine. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes, all renovation will be contained within the existing exterior building shell. The proposed design includes a mix of approximately 90 smaller 1-bedroom units, 51 larger one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 192 units. The two retail units along the first floor will remain.

The location of the proposed re-development offers a variety of multi-modal transportation opportunities, many of which are existing and already in use by the community at large. The project location provides central access to both Franklin Street and Forest Avenue connections with Interstate 295 North and South for automobile transportation. A well-maintained sidewalk and cross walk with flashing pedestrian beacon provide access to the many nearby businesses and destinations. An existing bus shelter along the Marginal Way frontage provides the community with sheltered access to potential future METRO bus service. Additionally, Marginal Way is already set up to provide convenient travel for bicyclists with its designated bike lane. With these resources in place, the applicant proposes to maintain the basement parking garage within the existing building and strongly encourage multimodal transportation, aligning itself with the City's many transportation and sustainability goals.

PURPOSE

This TDM aims to identify strategies to minimize parking demand and reduce automobile travel to and from the site. We begin by summarizing trends for existing apartment buildings at 132 Marginal Way and 667 Congress St, both similarly sized buildings to the proposed project. An estimate of parking demand for the proposed project can then be calculated using ratios of bedroom quantity and the resulting parking demand for a range of scenarios. This estimate allows us to evaluate the existing 132 Marginal Way parking-layout's ability to serve the proposed project. Finally, we identify methods to reduce parking demand and automobile travel and develop a monitoring plan to ensure that the reduction strategies adequately serve the proposed project.

EXISTING PARKING DESCRIPTION

The existing site provides a total of 117 parking spaces beneath the existing 400-bedroom apartment building. The site was permitted for 109 parking spaces in the existing garage but was restriped for 117 spaces at a later date. The alley to the northeast of the building provides access to the parking garage. The entry door is key card protected. A parking study of the existing building at 132 Marginal Way was conducted on July 11, 2019. Vehicle parking counts from 6:00am, 10:00am, 5:00pm, and 8:00pm revealed a maximum occupancy of 46 out of the available 117 spaces.

PROJECTED PARKING DEMAND

A preliminary parking assessment was conducted in July 2019 to estimate the parking demand for the proposed project. A baseline estimate was calculated using demand data outlined in the Institute of Transportation Engineers "PARKING GENERATION" (5th Edition) publication. An

average peak parking demand was found using the 0.48 spaces/bedroom rate identified by the Institute of Transportation Engineers (ITE). At this rate, the demand for the proposed project is 128 spaces for a typical weekday condition. See the table below.

Proposed Use	Unit Size	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Requirements
Residential Apartment	4 studio, 1-bedroom units	4 bedrooms	0.48	2 spaces
Residential Apartment	90 smaller 1-bedroom units	90 bedrooms	0.48	43 spaces
Residential Apartment	51 larger 1-bedroom units	51 bedrooms	0.48	24 spaces
Residential Apartment	42 2-bedroom units	84 bedrooms	0.48	40 spaces
Residential Apartment	10 4-bedroom units	40 bedrooms	0.48	19 spaces
TOTAL	**197 Apartment Units**	**269 bedrooms**	-	**128 spaces**

The ITE estimation was compared with City of Portland parking data gathered at an existing apartment building similar in size and use to the proposed project. The multi-story apartment building at 667 Congress is comprised of 139-units, totaling 147-bedrooms, including: (34) efficiency units, (97) 1-bedroom units, and (8) 2-bedroom units. The survey included four observation periods: 6:00am, 10:00am, 5:00pm, and 8:00pm. Of the four observations, 6:00am found the highest demand ratio with 66 of the 80 available spaces occupied. The resulting peak parking demand for 667 Congress St was 0.44 spaces/bedroom. Parking at this location is unbundled from the unit rent, furthermore tenants may contract separately for additional parking at 699 Congress St.

Both estimates, from ITE and the comparable Congress St apartment data, result in significantly higher ratios than the existing building at 132 Marginal Way, which provides 0.29 spaces/bedroom (117 spaces / 400 bedrooms) and also unbundles rent from parking. However, this could be due to seasonal variations.

Location / Reference	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Existing Development at 132 Marginal Way	400 bedrooms	0.29	117 spaces
Comparable Building at 667 Congress St	147 bedrooms	0.44	80 spaces
Institute of Transportation Engineers Estimate	269 bedrooms	0.48	128 spaces

From the above table, the conservative estimate for parking demand is the ITE 0.48 spaces/bedroom. Accordingly, to estimate the average peak parking demand for the proposed project at 132 Marginal Way, we use the ITE parking space total as a baseline value. The applicant proposes maintaining the 117 parking spaces on site, leasing 15 additional spaces from an adjacent parking garage, and utilizing several other parking and trip reduction strategies to adequately serve the proposed redevelopment.

Location	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Proposed Redevelopment at 132 Marginal Way	269 bedrooms	0.49	117 spaces +15 leased spaces 132 Total Spaces

PARKING AND TRIP REDUCTION STRATEGIES

Although the existing building and parking garage at 132 Marginal Way does not have a TDM plan, many of the parking and trip reduction strategies are already in place. The proposed and existing strategies to be utilized in this Transportation Demand Management Plan are summarized below.

Unbundling Rent and Parking Fees:

As the primary incentive to reduce parking demand, the applicant proposes to unbundle rent and parking. 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, and externally on existing racks. 50 bicycle parking spaces will be provided in the internal bike storage room using wall or floor mounted racks of Dero (or approved equivalent) design. The 3 existing bicycle racks along the Marginal Way frontage will remain, providing 6 additional parking spaces for both tenants and the general public.

Scooter / Motorcycle Parking:

The applicant intends to support scooter and motorcycle use by providing motorcycle-specific parking spaces, as shown on subdivision plat.

METRO Bus Service Access:

A covered transit shelter is currently located in front of the existing building and will remain for the proposed project. Though not a scheduled bus stop, the shelter provides access to one of the METRO's bus routes along Marginal Way. Information on the METRO's bus routes and schedule will be posted throughout the building.

Pedestrian Access:

An extensive system of well-maintained sidewalks surrounds the site, connecting the existing building with the many proximate businesses the peninsula has to offer. A cross walk located in front of the existing building's main entrance provides pedestrians with convenient passage across Marginal Way. The existing crosswalk is identified with signage as well as a flashing pedestrian beacon. The applicant will also be providing signage throughout the building that identifies destination locations within walking distance of the site (i.e. the nearby Back Cove Park, Back Cove Trail, Deering Oaks Park, Portland Farmers Market, etc.).

Shared Mobility Program:

The applicant is currently exploring the potential for a shared-use vehicle program.

Offsite Lease:
The applicant intends to enter in an off-site lease with the adjacent 84 Marginal Way, currently owned by InterMed, P.A. The lease would cover 15 parking spaces, bringing the available total to 132 parking spaces (4 more spaces than the 128 spaces estimated by ITE).

MONITORING PLAN

Continued monitoring of the TDM plan will ensure the program operates as intended. To adequately keep track of this progress, a TDM Coordinator has been identified. The applicant designates Jennifer Munroe, the current property manager for 82 Hanover St, as the TDM Coordinator for the proposed project.

Responsibilities of the TDM coordinator include:

- general oversight and promotion of the TDM plan,
- implementation and adjustment of the plan as necessary,
- develop new strategies to improve the plan to ensure transportation needs are met,
- produce an annual report to meet the City's monitoring requirements per section 1.13.7 of the City of Portland Technical Manual.

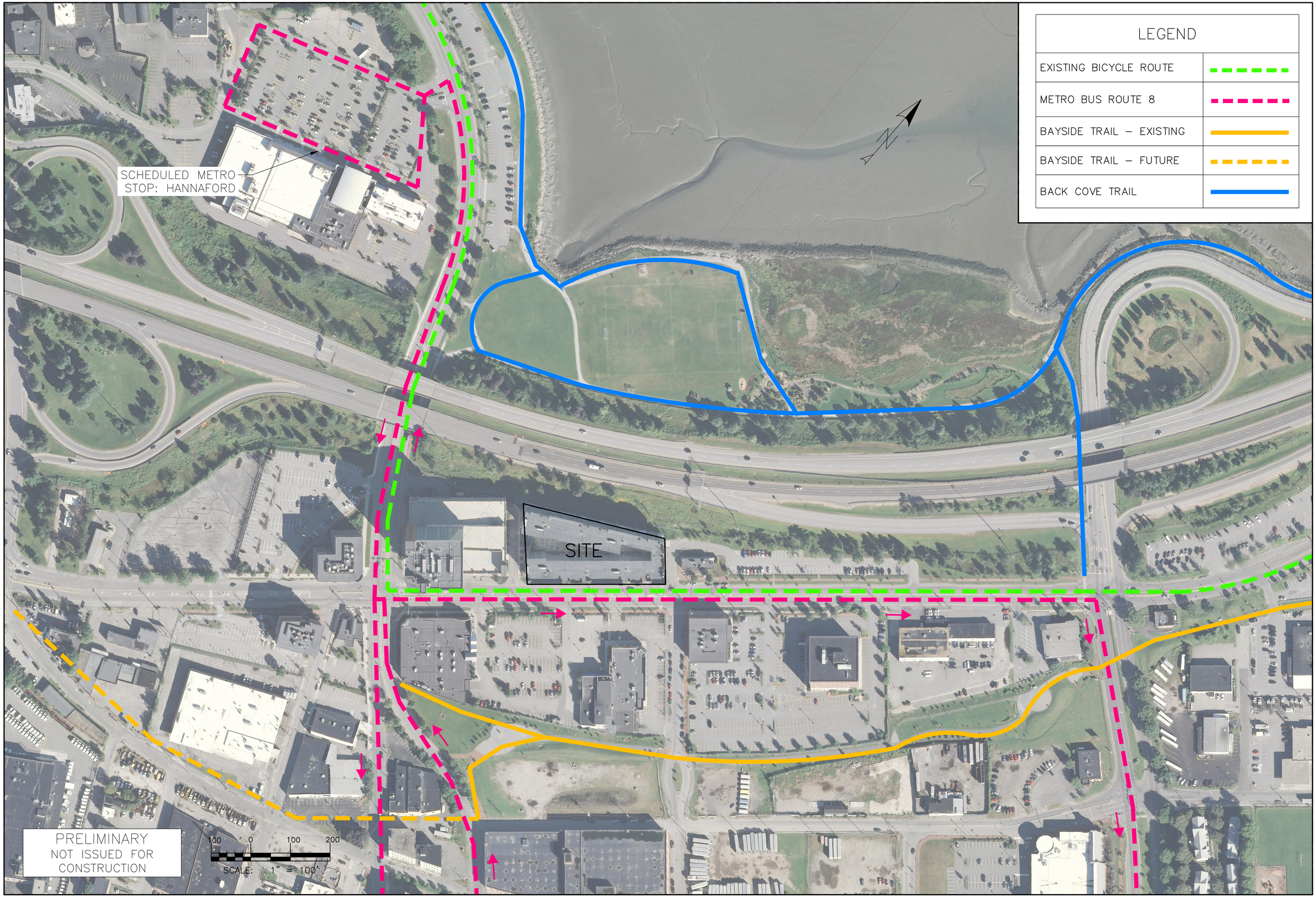
A parking and trip reduction target rate will be determined pending the final strategies agreed upon between the planning department and development team.

ATTACHMENTS

A. Multi-modal Context Map for 132 Marginal Way
B. Bicycle Storage Exhibit
C. METRO Bus Route #8 and Schedule

Attachment A

Multi-modal Context Map for 132 Marginal Way



ISSUED FOR	BY	DATE
TDM PLAN	WHS	8/5/19

DRAWING NAME: **MULTIMODAL TRANSPORTATION EXHIBIT**

PROJECT NAME: **BAYSIDE VILLAGE**

CLIENT: TOM WATSON & CO. PORTLAND, ME

ACORN ENGINEERING, INC.
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 SHALL NOT BE USED FOR ANY PURPOSE OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1093.8_CIVIL
JN:	1093.8
SCALE:	AS NOTED
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

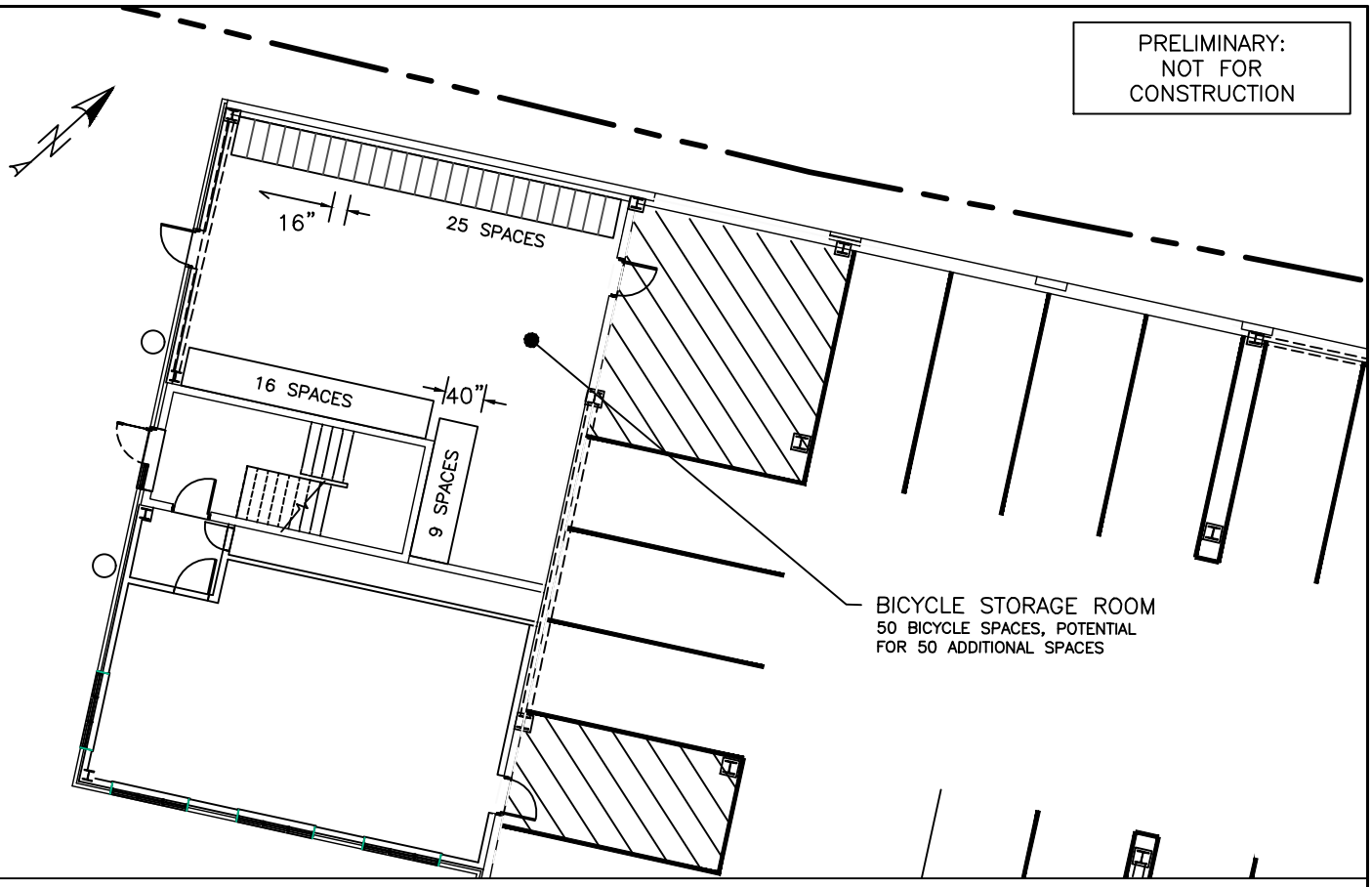
DRAWING NO.

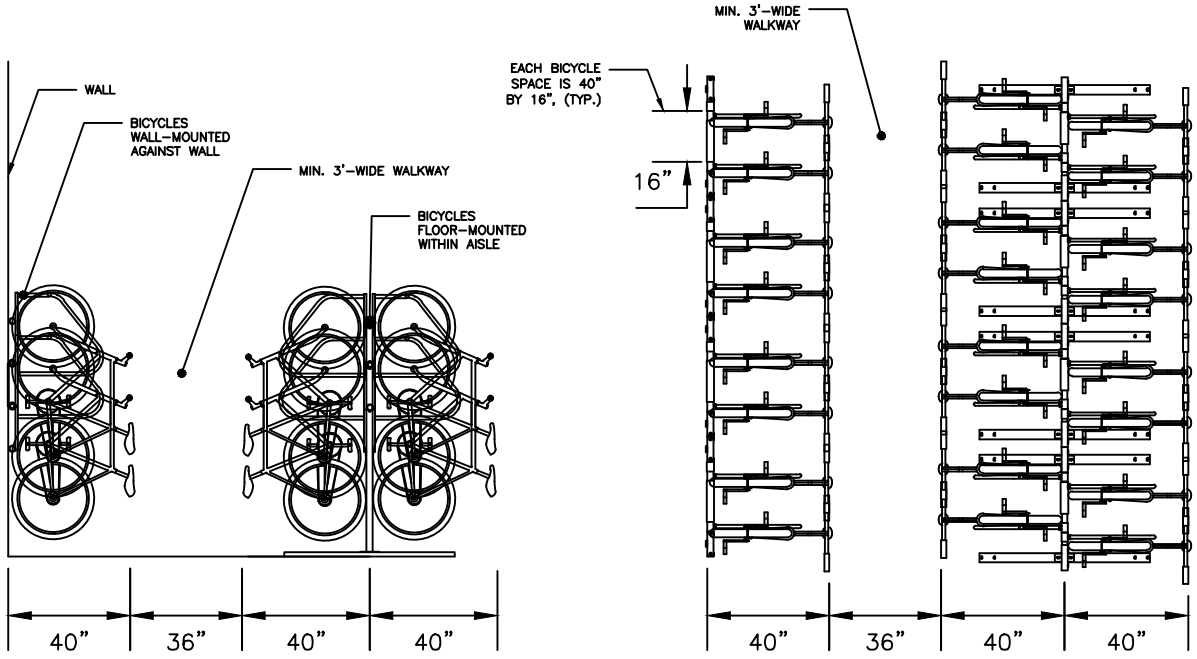
EX-1

Attachment B

Bicycle Storage Exhibit

PRELIMINARY:
NOT FOR
CONSTRUCTION





BICYCLE RACK INTERIOR

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.
EX-2

FILE:	1093.8_CIVIL
DATE:	8/6/19
JN:	1093.8
SCALE:	NTS
DESIGN BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
BICYCLE STORAGE EXHIBIT

PROJECT NAME:
BAYSIDE VILLAGE

CLIENT:
TOM WATSON & CO.
PORTLAND, ME

ISSUED FOR	BY DATE
TDM	WHS 8/6/19

Attachment C

METRO Bus Route #8 and Schedule

METRO ROUTE 8 Peninsula Loop CASCO BAY FERRY TERMINAL

ROUTE NUMBER 8

MONDAY THROUGH FRIDAY
PENINSULA LOOP TO CASCO BAY LINES

Hannaford Plaza (A)	Congress & Forest (B)	Maine Medical (C)	Monument Square (D)	Casco Bay Lines (E)	Franklin Towers (F)	Whole Foods (G)	Hannaford Plaza (A)
X	X	X	X	6:40	X	X	X
X	X	X	X	X	6:47	6:55	7:05
X	6:44	6:50	7:02	7:10	7:17	7:25	7:35
7:05	7:10	7:20	7:32	7:40	7:47	7:55	8:05
7:35	7:40	7:50	8:02	8:10	8:17	8:25	8:35
8:05	8:10	8:20	8:32	8:40	8:47	8:55	9:05
8:35	8:40	8:50	9:02	9:10	9:17	9:25	9:35
9:05	9:10	9:20	9:32	9:40	9:47	9:55	10:05
9:35	9:40	9:50	10:02	10:10	10:17	10:25	10:35
10:05	10:10	10:20	10:32	10:40	10:47	10:55	11:05
10:35	10:40	10:50	11:02	11:10	11:17	11:25	11:35
11:05	11:10	11:20	11:32	11:40	11:47	11:55	**12:05**
11:35	11:40	11:50	**12:05**	**12:14**	**12:22**	**12:30**	**12:40**
12:05	**12:10**	**12:20**	**12:35**	**12:44**	**12:52**	**1:00**	**1:10**
12:40	**12:45**	**12:55**	**1:10**	**1:19**	**1:27**	**1:35**	**1:45**
1:10	**1:15**	**1:25**	**1:40**	**1:49**	**1:57**	**2:05**	**2:15**
1:45	**1:50**	**2:00**	**2:15**	**2:24**	**2:32**	**2:40**	**2:50**
2:15	**2:20**	**2:30**	**2:45**	**2:54**	**3:02**	**3:10**	**3:20**
2:50	**2:55**	**3:05**	**3:20**	**3:29**	**3:37**	**3:45**	**3:55**
3:20	**3:25**	**3:35**	**3:50**	**3:59**	**4:07**	**4:15**	**4:25**
3:55	**4:00**	**4:10**	**4:25**	**4:34**	**4:42**	**4:50**	**5:00**
4:25	**4:30**	**4:40**	**4:55**	**5:04**	**5:12**	**5:20**	**5:30**
5:00	**5:05**	**5:15**	**5:30**	**5:39**	**5:47**	**5:55**	**6:00**
5:30	**5:35**	**5:45**	**6:00**	**6:09**	**6:15**	X	X
6:00	**6:05**	X	X	X	X	X	X

SUNDAY
PENINSULA LOOP TO CASCO BAY LINES

Hannaford Plaza (A)	Congress & Forest (B)	Maine Medical (C)	Monument Square (D)	Casco Bay Lines (E)	Franklin Towers (F)	Whole Foods (G)	Hannaford Plaza (A)
X	X	8:50	9:02	9:10	9:17	9:25	9:35
9:35	9:40	9:50	10:02	10:10	10:17	10:25	10:35
10:35	10:40	10:50	11:02	11:10	11:17	11:25	11:35
11:35	11:40	11:50	**12:02**	**12:10**	**12:17**	**12:25**	**12:35**
12:35	**12:40**	**12:50**	**1:02**	**1:10**	**1:17**	**1:25**	**1:35**
1:35	**1:40**	**1:50**	**2:02**	**2:10**	**2:17**	**2:25**	**2:35**
2:35	**2:40**	**2:50**	**3:02**	**3:10**	**3:17**	**3:25**	**3:35**
3:35	**3:40**	**3:50**	**4:02**	**4:10**	**4:17**	**4:25**	**4:35**
4:35	**4:40**	**4:50**	**5:02**	**5:10**	**5:17**	**5:25**	**5:35**
5:35	**5:40**	**5:50**	**6:02**	**6:10**	**6:17**	X	X

Routes and schedules subject to change.

SATURDAY
PENINSULA LOOP TO CASCO BAY LINES

Hannaford Plaza (A)	Congress & Forest (B)	Maine Medical (C)	Monument Square (D)	Casco Bay Lines (E)	Franklin Towers (F)	Whole Foods (G)	Hannaford Plaza (A)
X	X	7:50	8:02	8:10	8:17	8:25	8:35
8:35	8:40	8:50	9:02	9:10	9:17	9:25	9:35
9:35	9:40	9:50	10:02	10:10	10:17	10:25	10:35
10:35	10:40	10:50	11:02	11:10	11:17	11:25	11:35
11:35	11:40	11:50	**12:02**	**12:10**	**12:17**	**12:25**	**12:35**
12:35	**12:40**	**12:50**	**1:02**	**1:10**	**1:17**	**1:25**	**1:35**
1:35	**1:40**	**1:50**	**2:02**	**2:10**	**2:17**	**2:25**	**2:35**
2:35	**2:40**	**2:50**	**3:02**	**3:10**	**3:17**	**3:25**	**3:35**
3:35	**3:40**	**3:50**	**4:02**	**4:10**	**4:17**	**4:25**	**4:35**
4:35	**4:40**	**4:50**	**5:02**	**5:10**	**5:17**	**5:25**	**5:35**
5:35	**5:40**	**5:50**	**6:02**	**6:10**	**6:17**	X	X

Visiting Portland?

Hop on METRO Route #8 for an affordable, accessible and scenic ride throughout downtown Portland. Take METRO from Ocean Gateway and the waterfront.

See the Longfellow Statue and Victoria Mansion along Portland's historic West End.

Travel back through the Old Port to Casco Bay Lines Ferry Terminal and to attractions, shopping and dining along Portland's waterfront.

Connect to the METRO BREEZ on Congress Street for Express service to Yarmouth, Freeport and Brunswick (Mon. – Sat.) The closest stop to Commercial Street (Casco Bay Lines Ferry Terminal and Ocean Gateway) is at the corner of Congress and India Streets.

CITY OF PORTLAND
Department of Public Works
Christopher C. Branch, P.E., Director

Date: July 23, 2019

Re: Wastewater Capacity Authorization

Address: 132 Marginal Way
Applicant: Tom Watson & Co.

Planner: Andrew Tufts

Anticipated Wastewater Flow:

Estimate of Anticipated Design Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing flow to be removed				
Multiple Family Dwelling Units	4-Bedroom	100	360	36,000
Proposed flow				
Multiple Family Dwelling Units	1-Bedroom	145	120	17,400
Multiple Family Dwelling Units	2-Bedroom	41	180	7380
Multiple Family Dwelling Units	4-Bedroom	10	360	3600
			Net Change	(-) 7,620
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition				

Comments:
The Department of Public Works, which includes the Water Resource Division, have reviewed and determined that the downstream sewers from the project address have the capacity to convey the estimated dry weather wastewater flows which will be generated with this re-development.

If the City can be of further assistance, please contact me at all 874-8840 or brad@portlandmaine.gov

Sincerely,
CITY OF PORTLAND

Bradley A. Roland, P.E.
Senior Project Engineer

212 Canco Road, Ste B · Portland, ME 04103 · 207-874-8801
cbranch@portlandmaine.gov · www.portlandmaine.gov

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

To: Andrew Tufts, Planner, Planning & Urban Development Department

From: Victoria Volent, Housing Program Manager, Housing & Community Development Division

Date: August 3, 2019

Subject: 132 Marginal Way – 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 Division 30, Section 14-487 of the Zoning Ordinance.

Division 30, Section 14-487, Ensuring Workforce Housing, requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation will be provided in the form of a proportional fee-in-lieu. The in-lieu fee shall be calculated and paid into the Housing Trust Fund as defined in Sec. 14-489, on or before the date upon which a certificate of occupancy is issued. The ordinance under Section 14-487 e 3 also requires the number of bedrooms in the workforce units shall be at least 10% of the total number of bedrooms in the development.

The development located at 132 Marginal Way proposes the creation of 192 rental units consisting of one hundred forty-one (141) one-bedroom units, forty-one (41) two-bedroom units, and ten (10) four-bedroom units. As dwelling units for rent, the designated Workforce Unit will be restricted to households earning up to 100% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the development is required to provide a minimum of nineteen (19) Workforce Units consisting of a total of twenty-seven (27) bedrooms, and pay a fractional fee-in-lieu of $21,218 (.2 x $106,090), or create twenty (20) Workforce Units consisting of a total of twenty-seven (27) bedrooms. The Applicant has elected to provide twenty (20) Workforce Unit, on-site, consisting of fifteen (15) one-bedroom units, four (4) two-bedroom units, and one (1) four-bedroom unit to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 14-487.

Staff recommends the Board Approve this Conditional Use provided the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) 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 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 Programs Manager

ACORN ENGINEERING, INC.

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

June 6th, 2019

Subject: Level III Final Site Plan/Subdivision Application
Redevelopment of 132 Marginal Way

To Whom It May Concern:

On behalf of Tom Watson & Co we are pleased to submit the accompanying permitting package related to the proposed repurposing of the mixed-use building at 132 Marginal Way located within the B-7 Mixed Development District Zone. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes. The proposed project that will be contained within the existing exterior building shell will contain a mix of approximately 94 smaller 1-bedroom units, 51 larger one-bedroom units, 41 two-bedroom units and 10 four-bedroom units for a total of 196 units. The two retail units along the first floor will remain.

The project will include 20 workforce housing units which will be comprised of one (1) four-bedroom unit, four (4) two-bedroom units, and fifteen (15) one-bedroom units. The existing development includes an enclosed metro bus stop, public bicycle parking, enclosed and secure bicycle parking, and scooter/motorcycle parking opportunities. The facility is also within close walking distance to places of work, shopping, and the burgeoning nightlife in West Bayside. Overall there will be 117 parking spaces for the 196 units which exceeds past parking ratios for approved residential urban projects that have been constructed and proven to be successful.

We are pleased to submit this application which will expand the diversity of housing opportunities within the Bayside Neighborhood.

If you have any questions regarding these materials or the completeness of the application materials, please contact us within the next five (5) days.

Sincerely,

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.

The following documents and drawings will be uploaded onto the City's electronic submission site per the procedure outlined in the application:

Documents:

- Section A: Cover Letter
- Section B: Level III Final Site Plan Application & Checklist
- Section C: Right, Title, Interest
- Section D: Zoning Assessment
- Section E: Easements
- Section F: Waiver Table
- Section G: Financial Capacity
- Section H Technical Capacity
- Section I: Conformity with Land Use Ordinance
- Section J: Stormwater Management Report
- Section K: Erosion & Sedimentation Control Report
- Section L: Fire Department Letter
- Section M: Wastewater Capacity Letter
- Section N: Lighting
- Section O: Architectural Design Narrative
- Section P: Utility Cover
- Section Q: Construction Management Plan
- Section R: Solid Waste
- Section S: Traffic & Parking Memo

Drawings:

- Subdivision Plat, Dated 6/6/19
- Architectural Plan Set, Dated 6/5/19

Portland, Maine | Yes. Life's good here.

Planning & Urban Development Department

LEVEL II and LEVEL III APPLICATION SUBMISSION CHECKLIST

Submit each Tab as one PDF file and bookmark the items as noted below

Please confirm by electronically checking the boxes to the left

Tab 1 – General Application Documents

Checklist	Items to be Provided
Yes ☑ NA ☐ Plan ☐	PROJECT DESCRIPTION • Cover Letter with detailed project description
Yes ☑ NA ☐ Plan ☐	COMPLETED CHECKLIST – LEVEL II APPLICATION
Yes ☑ NA ☐ Plan ☐	RIGHT, TITLE AND INTEREST • Deeds, leases, or purchase and sales agreements
Yes ☐ NA ☑ Plan ☐	EVIDENCE OF STATE OR FEDERAL APPROVALS, if applicable • Permits or letters of non-jurisdiction, if applicable
Yes ☑ NA ☐ Plan ☐	ZONING ASSESSMENT • Table listing required and proposed uses and dimensional standards Zoning Assessment Table
Yes ☐ NA ☑ Plan ☐	EXISTING &/OR PROPOSED EASEMENTS OR COVENANTS, if applicable • Evidence of existing easements and any proposed easements
Yes ☑ NA ☐ Plan ☐	WAIVER REQUESTS • Written request for waiver describing request and reason. Waiver Table
Yes ☑ NA ☐ Plan ☐	FINANCIAL CAPABILITY • Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
Yes ☑ NA ☐ Plan ☐	TECHNICAL CAPABILITY • Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

LEVEL II AND LEVEL III SITE PLAN STANDARDS AND SUBMISSION CHECKLIST

Provide assessment of compliance with standards and include supplemental documentation, as applicable.

Submit each Tab as one PDF file and bookmark the items as noted below

Tab 2 - TRANSPORTATION

Check list	Assess/Provide/Document:
Yes NA Plan ☐ ✓ ☐	**Transportation Analysis- Traffic Impact (14-526 (a) 1)** • Provisions for pedestrian, bicycle, vehicle, and loading circulation and incremental volume of traffic impacts • Traffic Impact Study (Technical Manual, Section 1) if applicable
Yes NA Plan ✓ ☐ ☐	**Access and Circulation (14-526 (a) 2 a)** • Access and internal circulation, addressing ADA access • Access and egress impacts on traffic flows • Description and use of drive-up features, if applicable
Yes NA Plan ☐ ✓ ☐	**Loading and Servicing (14-526 (a) 2 b)** • Loading and servicing needs, route and travel way geometrics for deliveries • Turning templates for delivery vehicles, if applicable
Yes NA Plan ✓ ☐ ☐	**Sidewalks (14-526 (a) 2 c)** • Sidewalks and condition along street frontages and internal walkways • Engineered details for ADA ramps and public sidewalk details meeting sidewalk materials policy and ADA ramp construction details as applicable (Technical Manual, Section 1)
Yes NA Plan ☐ ✓ ☐	**Public Transit (14-526 (a) 3), if applicable** • Existing available transit services • Proposed site plan design details, such as easement, pad base, and shelter
Yes NA Plan ✓ ☐ ☐	**Off-Street Parking: Vehicle & Motorcycle/Scooter) (14-526 (a) 4 a and c)** • Expected parking demand, proposed parking supply, ADA parking, and applicable Zoning Requirements • Address Technical Manual standards (Section 1) for curb cut separation and parking lot layout and locate on site plan
Yes NA Plan ✓ ☐ ☐	**Bicycle Parking (14-526 (a) 4 b)** • Address bicycle parking requirements and identify locations on-site • Construction details for bike racks (Technical Manual, Section 1)
Yes NA Plan ✓ ☐ ☐	**Snow Storage (14-526 (a) 4 d)** • Management plan for snow removal and locate snow storage areas on plan
Yes NA Plan ☐ ✓ ☐	**Traffic Demand Management (TDM) (14-526 (a) 5), if applicable** • Develop TDM with Trip Reduction Targets and Strategies

Tab 3 - ENVIRONMENTAL AND LANDSCAPE FEATURES

Check list	Assess/Provide/Document:
Yes NA Plan ☐ ✓ ☐	**Preservation of Significant Natural Features (14-526 (b) 1), if applicable** • Trees, plants, habitats listed on State or Federal list of endangered or threatened • High and moderate value waterfowl and wading habitat • Aquifers on Casco Bay Islands • Waterbodies (including wetlands, watercourses, significant vernal pools and floodplains) • Proposed preservation areas and protection measures • Documentation from environmental consultants, determinations from applicable state agencies
Yes NA Plan ✓ ☐ ☐	**Landscaping and Landscape Preservation (14-526 (b) 2 a)** • Preservation of trees and preservation within required zoning setbacks (Technical Manual, Section 4) • Protection measures of existing vegetation during construction • Protection measures within Shoreland Zone, if applicable
Yes NA Plan ✓ ☐ ☐	**Site Landscaping (14-526 (b) 2 b)** • Screening and buffering of service areas and between non-residential and residential uses • Planting plans with plant schedule and sizes (Technical Manual, Section 4)
Yes NA Plan ☐ ✓ ☐	**Parking Lot Landscaping (14-526 (b) 2 b ii), if applicable** • Landscaped islands within parking areas (Technical Manual, Section 4)
Yes NA Plan ✓ ☐ ☐	**Street Trees (14-526 (b) 2 b iii)** • Existing Heritage or Feature Trees on site and measures to preserve • Identify street trees on the plan meeting the site plan and Technical Manual standards (Section 4) or identify alternative measures, if applicable

Tab 4 - ENVIRONMENTAL AND STORMWATER

Check list	Assess/Provide/Document:
Yes NA Plan ✓ ☐ ☐	**Water Quality, Stormwater Management and Erosion Control (14-526 (b) 3 a)** • Stormwater report in compliance with Section 5 of Technical Manual and DEP Chapter 500 stormwater for basic, general and flooding standards, as applicable • Erosion control plan and measures • Evidence of compliance with Urban Impaired Stream Standards pursuant to DEP Chapter 500 stormwater, as applicable • Subsurface sanitary sewage disposal and groundwater protection

Tab 5 - PUBLIC INFRASTRUCTURE AND SAFETY	
Check list	Assess/Provide/Document:
Yes NA Plan ✓	**Consistency with City Master Plans (14-526 (c) 1)** • Identify consistency with master plans • Proposed easements, rights and improvements to connect or continue off-premises public infrastructure, as applicable
Yes NA Plan ✓	**Public Safety and Fire Prevention (14-526 (c))** • Address Crime Prevention through Environmental Design (CPTED) (Technical Manual, Section 3) • Emergency vehicle access • Address consistency with public safety standards (Technical Manual, Section 3) • Submit a code summary referring NFPA 1 and all Fire Department standards (Technical Manual, Section 3) – Fire Checklist
Yes NA Plan ✓	**Availability and Adequacy of Public Utilities (14-526 (c) 3) (Technical Manual, Sections 2 & 9)** • Electrical services, including providing underground services • Identify existing and proposed connections for public utilities and required public utility upgrades • Sewer line connections are required, if there is a main within 200 feet • Proposed solid waste management facilities on-site and management for the site • Written evidence of the ability to serve from utility companies, as applicable

Tab 6 - SITE DESIGN	
Check list	Assess/Provide/Document:
Yes NA Plan ✓	**Massing, Ventilations and Wind Impact (14-526 (d) 1)** • Wind and ventilation impacts on adjoining structures and/or adjacent public spaces. Wind study, if applicable • Bulk, location or height impacts on adjoining structures • Identify and locate HVAC equipment and venting away from public spaces and residential properties • Identify screening and manufacturing specifications for noise, if applicable
Yes NA Plan ✓	**Shadows (14-526 (d) 2), if applicable** • Shadow analysis of impacts on publicly accessible open space (Technical Manual, Section 11)
Yes NA Plan ✓	**Snow and Ice Loading (14-526 (d) 3)** • Building design to prevent snow and ice from loading or falling onto adjacent properties or public ways
Yes NA Plan ✓	**View Corridors (14-526 (d) 4), if applicable** • Protection of designated view corridors (Portland Design Manual, Appendix 1)

Yes	NA	Plan	
	✓		**Historic Resources (14-526 (d) 5), if applicable** • Identify developments within Historic Districts or affecting Designated Landmarks • Certificate of Appropriateness or other evidence • Identify Developments within 100 feet of Historic Districts or affecting Designated Landmarks. Advisory HP review may be required • Address preservation and documentation of Archaeological Resources
Yes	NA	Plan	
✓			**Exterior Lighting (14-526 (d) 6)** • Cut sheets of on-site light fixtures and any architectural or specialty lights (Technical Manual, Section 12) • Engineered details for any lights proposed in street right-of-way (Technical Manual, Section 10)
Yes	NA	Plan	
	✓		**Noise and Vibration (14-526 (d) 7)** • Evidence of noise levels for equipment, such as equipment specifications, to demonstrate consistency with zoning requirements
Yes	NA	Plan	
	✓		**Signage and Wayfinding (14-526 (d) 8), if applicable** • Signage plan showing the location, dimensions, height and setback of all existing and proposed signs. Signs in Historic Districts are reviewed by Historic Preservation staff • Proposed commercial and directional signage on site
Yes	NA	Plan	
✓			**Zone Related Design Standards (14-526 (d) 5)** • Address Historic Preservation Design Review, if applicable • Address any applicable design review standards by zone • Address submission requirements from Design Manual, page 1, addressing neighborhood context • Description of exterior materials, color, finish, and samples
Tab 7 - Construction Management Plan			
Check list			
Yes	NA	Plan	**Construction Management Plan** • Construction Management Document and Plan
✓			

Level II and Level III Site Plan Checklist

Please upload the following drawings with the listed details into e-Plan

☒ **RECENT BOUNDARY SURVEY** (stamped by Maine Licensed Surveyor)

Must be in compliance with Technical Manual, Section 13

SITE PLAN(s) (stamped by Maine Licensed Engineer) including:

☑ **Existing Conditions**

- Approximate location of structures on abutting property
- Topography
- Locate water courses
- Delineate wetlands
- Zone lines

☑ **Proposed Site Plan**

- Ground floor area, and grade elevations for all buildings

☑ **Access, Circulation, and Parking**

- Streets and intersections adjacent to site , any proposed geometric modifications
- Location, dimensions and materials of all existing and proposed driveways, vehicle, bicycle, & pedestrian access ways with corresponding curb lines
- Engineered specifications/ cross-sections for proposed driveways, sidewalks & paved areas
- Location and dimensions of proposed loading areas
- Existing and proposed transit infrastructure with dimensions/ engineering specifications
- Location of vehicle and bicycle parking with dimensions and engineering specifications

---

☑ **Site Considerations**

- Identify snow storage areas
- Location of fire hydrants
- Location of solid waste management facilities

☑ **UTILITY PLAN** including:

- Existing utilities on site and within public streets
- Location, sizing, and directional flows of all existing and proposed utilities
- Location and dimensions of off-premises public or publicly accessible infrastructure adjacent to site
- Electric utility infrastructure

☑ **GRADING and DRAINAGE PLAN** including:
• Existing grades and drainage • Proposed grades • Proposed stormwater management meeting Technical Manual (Section 5) standards • Location and proposed alteration of a water course • Preservation or alteration of wetlands
☑ **EROSION CONTROL**
• Must be in compliance with Technical Manual, Section 5
• Existing vegetation to be preserved and preservation measures • Proposed landscaping and buffers • Planting schedule
☒ **RECORDING PLAT**, if applicable
• IF SUBDIVISION: Must be in compliance with requirements of Section 14-496 (b)
☑ **ARCHITECTURAL PLANS & RENDERINGS** including:
• Exterior building elevations, color renderings, illustrations of all sides • Location and dimensions of all existing & proposed HVAC & mechanical equipment, all proposed screening • Provide context drawings, if applicable (Design Manual, page 1) • Floor plans

PURCHASE AND SALE AGREEMENT

[BAYSIDE VILLAGE APARTMENTS, PORTLAND, MAINE]

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the 18th day of April, 2019, by and between **BLUE ATLANTIC PORTLAND, LLC**, a Delaware limited liability company ("Seller"), and **TOM WATSON & CO., LLC** ("Purchaser").

WITNESSETH:

A. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this Agreement, (a) that certain parcel of land commonly known as 132 Marginal Way, Portland, Cumberland County, Maine, being approximately 1.3289 acres of land and more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), (b) the buildings, improvements, and structures located upon the Land, including an apartment building of approximately 238,301 square feet with 101 units comprised of 402 bedrooms (collectively, the "Improvements"), (c) all other covenants, hereditaments, easements and rights and obligations appurtenant to the Land, if any (collectively, the "Appurtenant Rights"), (d) to the extent assignable, all right, title and interest of Seller in, to and under the Leases (as hereinafter defined) and the Contracts (as hereinafter defined), (e) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other tangible personal property owned by Seller and attached or appurtenant to the Land and the Improvements (collectively, the "Personal Property") and (f) to the extent the following items are assignable without consent or payment of any kind, all governmental permits, licenses and approvals, warranties and guarantees that Seller has received in connection with any work or services performed with respect to, or equipment installed in, the Improvements (collectively, the "Intangible Property") (the Land, the Appurtenant Rights, the Improvements, the Leases, the Contracts, the Personal Property and the Intangible Property, collectively, the "Property").

B. Except as specifically set forth and described in this Agreement, Purchaser acknowledges that the Property is being sold on an "AS IS" "WHERE IS" and "WITH ALL FAULTS" basis on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for [redacted] in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase and Sale. Upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Property.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be the sum of [redacted].

3. Payment of Purchase Price. The Purchase Price shall be paid to Seller by Purchaser as follows:

3.1 Deposit. Purchaser shall within two (2) days (as hereinafter defined) after the Effective Date, deposit with Chicago Title Insurance Company, Chicago NCS, 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603, Attention: Tom Meier, Vice President and Director of Sales; Telephone: (312) 223-3880; Facsimile: (312) 223-5800; Email: tom.meier@ctt.com, by wire transfer of immediately available federal funds to an account designated by Escrowee, the sum of [redacted] (together with all interest thereon, the "Deposit"), which Deposit shall be held by Escrowee pursuant to Section 11.23 hereof. If Purchaser shall fail to deposit the Deposit with Escrowee within two (2) days after the Effective Date, this Agreement shall be null, void ab initio and of no force or effect.

3.1.1 Additional Deposit. Within two (2) days after the expiration of the Due Diligence Period, unless Purchaser has terminated this Agreement pursuant to Section 4.2.2. below, Purchaser shall deposit an additional [redacted] with Escrowee, which additional sum shall constitute part of the Deposit as defined in Section 3.1 above.

3.2 Closing Payment. The Purchase Price, as adjusted by the application of the Deposit and by the prorations and credits specified herein, shall be paid by Purchaser, by wire transfer of immediately available federal funds to Escrowee on the Closing Date (as hereinafter defined) for disbursement to Seller to an account or accounts designated in writing by Seller on the Closing Date (as hereinafter defined) (the amount being paid under this Section 3.2 being herein called the "Closing Payment").

3.3 Independent Consideration. A portion of the amount deposited by Purchaser pursuant to Section 3.1, in the amount of [redacted] (the "Independent Consideration"), shall be earned by Seller upon execution and delivery of this Agreement by Seller and Purchaser. Seller and Purchaser hereby mutually acknowledge and agree that the Independent Consideration represents adequate bargained for consideration for Seller's execution and delivery of this Agreement and Purchaser's right to inspect the Property pursuant to the terms of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and is nonrefundable in all events. Upon the Closing or earlier termination of this Agreement, the Independent Consideration shall be paid to Seller.

4. Title Matters; Due Diligence Review Conditions Precedent.

4.1 Title Matters.

4.1.1 Title to the Property.

(a) At Closing, Purchaser shall cause Escrowee (also being referred to herein as, the "Title Company") to insure Purchaser as the fee owner of the Property in the amount of the Purchase Price by issuance of an ALTA 2006 owner's title insurance policy (the "Owner's Policy") in the standard form issued by the Title Company in the State of Maine, subject only to the Permitted Exceptions (as hereinafter defined).

(b) Purchaser shall order, within five (5) days following the date hereof, (i) a commitment for an owner's fee title insurance policy or policies with respect to the Property (the "Title Commitment") from the Title Company and (ii) a survey of the Property prepared by a surveyor registered in the State of Maine, certified by said surveyor to Purchaser as having been prepared in accordance with the minimum detail requirements of the ALTA land survey requirements (the "Survey"), and shall cause the Title Commitment, together with true, legible and complete copies of all instruments giving rise to any defects or exceptions to title to the Property, and the Survey to be delivered to Purchaser and Seller. If any exceptions(s) to title to the Property should appear in the Title Commitment other than the Permitted Exceptions (such exception(s) being herein called, collectively, the "Title Objections"), subject to which Purchaser is unwilling to accept title, and Purchaser shall provide Seller with written notice (the "Title Objection Notice") thereof no later than (5) Business Days prior to the expiration of the Due Diligence Period. Seller, in its sole and absolute discretion, may undertake to eliminate the same subject to the terms and conditions of this Section 4.1. Purchaser hereby waives any right Purchaser may have to advance, as objections to title or as grounds for Purchaser's refusal to close this transaction, any Title Objection of which Purchaser does not notify Seller in the timeframe permitted above, unless (i) such Title Objection was first raised by the Title Company subsequent to the date of the Title Commitment and Purchaser shall have notified Seller of the same within five (5) days after the Title Company notifies Purchaser of such Title Objection, and/or (ii) such Title Objection is in response to exceptions(s) to title to the Property created by Seller or otherwise first appearing of record at any time after the date of Purchaser's initial Title Objections. In addition to the foregoing, and in all events, Seller shall be required to remove, prior to or at the time of closing, Seller's first mortgage lien binding the Property and any liens or encumbrances created by Seller and having liquidated amounts, such as mechanic's liens, past due assessments and the like (but not including property assessments not yet due and payable) appearing after the date of the receipt of the initial Title Commitment. Notwithstanding anything to the contrary contained in this Agreement, Seller, in its sole discretion, shall have the right to adjourn the Closing for a period not to exceed thirty (30) days (such period of time being herein called the "Extension Period") to eliminate or cure the Title Objections. Seller shall notify Purchaser, in writing, within five (5) Business Days after receipt by Seller of the Title Objection Notice, whether or not it will endeavor to eliminate such Title Objections; provided, however, that if Seller fails to provide such notice within such five (5) Business Day period, Seller will be deemed to have chosen not to eliminate any such Title Objections. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, Seller shall not under any circumstance be required or obligated to cause the cure or removal of any Title Objection including, without limitation, to bring any action or proceeding, to make any payments or otherwise to incur any expense in order to eliminate any Title Objection or to arrange for title insurance insuring against enforcement of such Title Objection against, or collection of the same out of, the Property, notwithstanding that Seller may have attempted to do so, or may have adjourned the Scheduled Closing Date for such purpose.

(c) In the event that Seller is unable, or elects not, to eliminate all Title Objections in accordance with the provisions of this Section 4.1.1, or to arrange for title insurance reasonably acceptable to Purchaser, without special premium to Purchaser, insuring against enforcement of such Title Objections against, or collection of the same out of, the Property, and to convey title to the Property in accordance with the terms of this Agreement on or before the Closing Date (whether or not the Closing is adjourned as provided in Section

4.1.1(b)), Purchaser shall have the right, as its sole remedy for such election of Seller, by delivery of written notice to Seller within two (2) Business Days following the earlier of (x) Purchaser's receipt of notice from Seller of its election not to remove such Title Objections or (y) Seller's failure to timely provide such notice, to either (i) terminate this Agreement by written notice delivered to Seller, or (ii) accept title to the Property subject to such Title Objection(s) without a reduction in, abatement of, or credit against, the Purchase Price. The failure of Purchaser to deliver timely any written notice of election under this Section 4.1.1(c) shall be conclusively deemed to be an election under clause (ii) above.

(d) If, on the Closing Date, there are any liens or encumbrances that Seller is obligated to discharge under this Agreement, Seller shall have the right (but not the obligation) to either (i) arrange, at Seller's cost and expense, for affirmative title insurance or special endorsements insuring against enforcement of such liens or encumbrances against, or collection of the same out of, the Property, such coverage to be reasonably satisfactory to Title Company, Purchaser and Purchaser's lender, or (ii) use any portion of the Purchase Price to pay and discharge the same, either by way of payment or by alternative manner reasonably satisfactory to the Title Company (including via bond), and the same shall not be deemed to be Title Objections.

4.1.2 Permitted Exceptions to Title. The Property shall be sold and conveyed subject to the following exceptions to title (the "Permitted Exceptions"):

(a) any state of facts that an accurate survey may show;

(b) all laws, ordinances, rules and regulations of the United States, the State of Maine, Cumberland County, the City of Portland, and/or any agency, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the Property (each, a "Governmental Authority"), including without limitation zoning and building ordinances and land use regulations, as the same may now exist or may be hereafter modified, supplemented or promulgated;

(c) all presently existing and future liens of real estate taxes or assessments and water rates, water meter charges, water frontage charges and sewer taxes or rates, rents and charges, vault charges or taxes, building improvement charges or taxes, or any other taxes, charges or assessments of any Governmental Authority, if any, provided that such items are not yet due and payable and are apportioned as provided in this Agreement;

(d) any other matter or thing affecting title to the Property that Purchaser shall have agreed or be deemed to have agreed to waive as a Title Objection;

(e) all utility easements of record which do not interfere with the present use of the Property;

(f) the printed exceptions which appear in the standard form Owner's Policy of the title insurance issued by the Title Company in the State of Maine; and

(g) Matters caused by Purchaser or its representatives, agents, employees, or consultants.

4.2 Due Diligence Reviews. Except for title and survey matters (which shall be governed by the provisions of Section 4.1 above), Purchaser shall have until 5:00 p.m. (Eastern time) on that date which is thirty (30) days after the **later** of April 19, 2019 or the Effective Date of this Agreement, TIME BEING OF THE ESSENCE (the "Due Diligence Period") within which to perform and complete all of Purchaser's due diligence examinations, reviews and inspections of all matters pertaining to the purchase of the Property, including all leases and service contracts, and all physical, environmental and compliance matters and conditions respecting the Property (collectively, the "Investigations"), which Investigations shall at all times be subject to Purchaser's compliance with the provisions of this Section 4.2. During the Due Diligence Period, Seller shall provide Purchaser with reasonable access to the Property upon reasonable advance notice and at dates and times agreed to by Seller and Purchaser, including a minimum forty-eight (48) hours advance notice for the inspection of any tenant-occupied space. Seller shall have the right to have a representative of Seller present when Purchaser or its agents or representatives access the Property. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser, or make available to Purchaser at the Property, originals or copies of the diligence information, to the extent in Seller's possession, set forth on Schedule 4.2 (the "Diligence Deliveries"); provided, however, in no event shall Seller be obligated to make available (1) any document or correspondence which would be subject to the attorney- client privilege; (2) any document or item which Seller is contractually or otherwise bound to keep confidential; (3) any documents pertaining to the marketing of the Property for sale to prospective purchasers; (4) any internal memoranda, reports or assessments relating to the Property; (5) appraisals of the Property whether prepared internally by Seller or Seller's affiliates or externally; or (6) any documents which Seller considers confidential or proprietary. Any entry upon the Property and all Investigations shall be made or performed during Seller's normal business hours and at the sole risk and expense of Purchaser, and shall not interfere with the activities on or about the Property of Seller, its tenants and their employees and invitees. Purchaser shall:

(a) promptly repair any damage to the Property resulting from any such Investigations so that the Property shall be in the same condition that it existed in prior to such Investigations;

(b) fully comply with all laws applicable to the Investigations and all other activities undertaken in connection therewith;

(c) permit Seller to have a representative present during all Investigations undertaken hereunder;

(d) take all actions and implement all protections reasonably necessary to ensure that the Investigations and the equipment, materials, and substances generated, used or brought onto the Property in connection with the Investigations, pose no threat to the safety or health of persons or the environment, and cause no damage to the Property or other property of Seller or other persons;

(e) maintain or cause to be maintained, at Purchaser's expense, a policy of commercial general liability insurance, with a broad form contractual liability endorsement and with a combined single limit of not less than [redacted] per occurrence for bodily injury and

property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of [redacted] per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of [redacted] insuring Purchaser and Seller, as additional insureds, against any injuries or damages to persons or property that may result from or are related to (i) Purchaser's and/or Purchaser's Representatives' (as defined in Section 4.2.1(e) below) entry upon the Property, (ii) any Investigations or other activities conducted thereon, and/or (iii) any and all other activities undertaken by Purchaser and/or Purchaser's Representatives, all of which insurance shall be on an "occurrence form" and otherwise in such forms acceptable to Seller and with an insurance company acceptable to Seller, and deliver a copy of such insurance policy to Seller prior to the first entry on the Property;

(f) not permit the Investigations or any other activities undertaken by Purchaser or Purchaser's Representatives to result in any liens, judgments or other encumbrances being filed or recorded against the Property, and Purchaser shall, at its sole cost and expense, immediately discharge of record any such liens or encumbrances that are so filed or recorded (including, without limitation, liens for services, labor or materials furnished); and

(g) indemnify Seller and any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity acting on Seller's behalf or otherwise related to or affiliated with Seller (collectively, "Seller Related Parties") and hold harmless Seller and Seller Related Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements), suffered or incurred by Seller or any Seller Related Party and arising out of or in connection with (i) Purchaser's and/or Purchaser's Representatives' entry upon the Property, (ii) any Investigations or other activities conducted thereon by Purchaser or Purchaser's Representatives and/or (iii) any liens or encumbrances filed or recorded against the Property as a consequence of the Investigations. The foregoing indemnity shall not include any claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including, without limitation, attorneys' fees and disbursements) that result solely from the mere discovery, by Purchaser or Purchaser's Representatives, of pre-existing conditions on the Property during Investigations conducted pursuant to, and in accordance with, the terms of this Agreement, unless and to the extent exacerbated by Purchaser.

Without limiting the foregoing, in no event shall Purchaser or Purchaser's Representatives, without the prior written consent of Seller (which consent shall not be unreasonably withheld conditioned or delayed, except for subsection (x), which may be withheld in Seller's sole discretion): (x) make any intrusive, subsurface, or physical testing (environmental, structural or otherwise) at the Property (such as soil borings, water or air samplings or the like), and (y) contact any tenant of the Property.

The foregoing obligations shall survive the Closing or a termination of this Agreement for a period of three hundred sixty-five (365) days.

4.2.1 Property Information and Confidentiality. All Information (as hereinafter defined) provided to Purchaser shall be subject to the following terms and conditions:

(a) Any information provided or to be provided with respect to the Property is solely for Purchaser's convenience and was or will be obtained from a variety of sources. Neither Seller nor any Seller Related Party has made any independent investigation or verification of such information and makes no (and expressly disclaims all) representations and warranties as to the truth, accuracy or completeness of the Information, or any other studies, documents, reports or other information provided to Purchaser hereunder and expressly disclaims any implied representations as to any matter disclosed or omitted. Neither Seller nor any Seller Related Party shall be liable for any mistakes, omissions, misrepresentations or any failure to investigate the Property nor shall Seller or any Seller Related Party be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports, or other information pertaining to the Property or the operation thereof, except as expressly set forth in this Agreement.

(b) Except as specifically set forth and described in this Agreement, Purchaser agrees that neither Purchaser nor Purchaser's Representatives shall, at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, entity or association the Information, or any other knowledge or information acquired by Purchaser or Purchaser's Representatives from Seller, any Seller Related Party or by Purchaser's own inspections and investigations, other than matters that were in the public domain at the time of receipt by Purchaser or Purchaser's Representatives. Without Seller's prior written consent, Purchaser shall not disclose and Purchaser shall direct Purchaser's Representatives not to disclose to any person, entity or association or any of the terms, conditions or other facts with respect to this Agreement, including, without limitation, the status hereof, and shall not market or offer the Property for sale. Notwithstanding the foregoing, Purchaser may disclose such of the Information and its other reports, studies, documents and other matters generated by it and the terms of this Agreement as Purchaser deems necessary or desirable to Purchaser's Representatives in connection with Purchaser's Investigation and the transaction contemplated hereby, provided that those to whom such Information is disclosed are informed of the confidential nature thereof and agree(s) to keep the same confidential in accordance with the terms and conditions hereof.

In the event that Purchaser determines that Purchaser is required by applicable law to notify a federal, state or local governmental agency or any other party with respect to the conditions at the Property as a result of any Property Investigation, Purchaser shall immediately notify Seller and Seller shall make such disclosure as Seller determines appropriate. If Seller determines not to notify such public agency or other party after such notice and Purchaser feels that Purchaser is still required by law to make such disclosure and so notifies Seller, Seller will hire an independent consultant reasonably approved by Purchaser to make the determination for Seller of whether such public disclosure is required and such determination will be binding upon both Purchaser and Seller.

(c) Purchaser shall indemnify and hold harmless Seller and all Seller Related Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by Seller or any Seller Related Party and arising out of or in connection with a breach by Purchaser or Purchaser's Representatives of the provisions of this Section 4.2.1.

(d) Purchaser and Purchaser's Representatives shall use reasonable care to maintain in good condition all of the Information furnished or made available to Purchaser and/or Purchaser's Representatives in accordance with this Section 4.2. In the event this Agreement is terminated, Purchaser and Purchaser's Representatives shall promptly deliver to Seller or destroy all originals and copies of the Information in the possession of Purchaser and Purchaser's Representatives.

(e) As used in this Agreement, the term "Information" shall mean any of the following: (i) all information and documents in any way relating to the Property, the operation thereof or the sale thereof, including, without limitation, all leases and contracts furnished to, or otherwise made available for review by, Purchaser or its directors, officers, employees, affiliates, partners, members, brokers, agents or other representatives, including, without limitation, attorneys, accountants, contractors, consultants, engineers and financial advisors (collectively, "Purchaser's Representatives"), by Seller or any Seller Related Party or their agents or representatives, including, without limitation, their contractors, engineers, attorneys, accountants, consultants, brokers or advisors, and (ii) all analyses, compilations, data, studies, reports or other information or documents prepared or obtained by Purchaser or Purchaser's Representatives containing or based on, in whole or in part, the information or documents described in the preceding clause (i), the Investigations, or otherwise reflecting their review or investigation of the Property.

(f) In addition to any other remedies available to Seller, Seller shall have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against Purchaser or Purchaser's Representatives in order to enforce the provisions of this Section 4.2.1.

(g) The provisions of this Section 4.2.1 shall survive the Closing or a termination of this Agreement for a period of three hundred sixty-five (365) days, except for the provisions of Section 4.2.1(b) which shall survive indefinitely.

4.2.2 Termination Right. Purchaser shall have the right to terminate this Agreement, for any reason or no reason, upon written notice to Seller of such determination on or before 5:00 p.m. (Eastern time) on the date that the Due Diligence Period shall expire (such notice being herein called the "Termination Notice"), whereupon, this Agreement and the obligations of the parties hereunder shall terminate (and no party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive the Closing or a termination of this Agreement). In the event that Purchaser shall fail to deliver the Termination Notice to Seller on or before 5:00 p.m. (Eastern time) on the date that the Due Diligence Period shall expire, TIME BEING OF THE ESSENCE, Purchaser shall be deemed to have agreed that Purchaser shall have no further right to terminate this Agreement pursuant to this Section 4.2.2. Purchaser shall not be required to assume, and Seller shall terminate as of Closing, all Contracts that Purchaser elects to have terminated by written notice to Seller prior to the expiration the Due Diligence Period; provided, however, that Seller shall have no obligation to terminate any Contracts which are not terminable or for which a termination fee or penalty would be payable in conjunction with such termination (unless Purchaser pays any such termination fee or penalty at Closing). Purchaser shall assume, at Closing, the obligations of Seller under all other Contracts.

4.3 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the performance and observance, in all material respects, by Seller of all covenants, warranties and agreements of this Agreement to be performed or observed by Seller prior to or on the Closing Date and the fulfillment on or before the Closing Date of all other conditions precedent to Closing benefiting Purchaser specifically enumerated in this Agreement, any or all of which may be waived by Purchaser in its sole discretion.

4.4 Conditions Precedent to Obligations of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the performance and observance, in all material respects, by Purchaser of all covenants and agreements of this Agreement to be performed or observed by Purchaser prior to or on the Closing Date (provided that Purchaser shall have delivered the full amount of the Closing Payment) and the fulfillment on or before the Closing Date of all other conditions precedent to Closing benefiting Seller specifically set forth in this Agreement, any or all of which may be waived by Seller in its sole discretion.

5. Closing. The closing (the "Closing") of the sale and purchase contemplated herein shall occur at 10:00 a.m. (Eastern time) on the date which is thirty (30) days after the date on which the Due Diligence Period expires (the "Scheduled Closing Date"), TIME BEING OF THE ESSENCE with respect to Purchaser's obligation to close on such date, at the offices of Escrowee through an escrow and pursuant to escrow instructions consistent with the terms of this Agreement and otherwise mutually satisfactory to Seller and Purchaser (the date on which the Closing shall occur being herein referred to as the "Closing Date"). The Closing shall constitute approval by each party of all matters to which such party has a right of approval and a waiver of all conditions precedent.

5.1 Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to the Escrowee the items in subparagraphs (a) – (j) and (o) – (r) (executed and acknowledged by Seller, as appropriate), and to the extent not already delivered to Purchaser, the items in subparagraphs (k) – (n) shall be left at the management office at the Property:

(a) a deed (the "Deed") in the form attached hereto and made a part hereof as Exhibit B.

(b) an assignment and assumption of leases (the "Assignment and Assumption of Leases"), in the form attached hereto and made a part hereof as Exhibit C.

(c) a bill of sale and general assignment (the "Bill of Sale"), in the form attached hereto and made a part hereof as Exhibit D.

(d) a certification of non-foreign status in the form attached hereto and made a part hereof as Exhibit E.

(e) an assignment and assumption of contracts (the "Assignment and Assumption of Contracts"), in the form attached hereto and made a part hereof as Exhibit F, assigning all Contracts to Purchaser.

(f) all applicable transfer tax forms, if any.

(g) all settlement statements reasonably necessary to effectuate the Closing pursuant to this Agreement.

(h) evidence reasonably satisfactory to Purchaser and the Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder.

(i) an owner's affidavit in the form attached hereto and made a part hereof as Exhibit M;

(j) such further instruments as may be required by the Title Company to record the Deed.

(k) all existing surveys, blueprints, drawings, plans and specifications for or with respect to the Property or any part thereof, to the extent the same are in Seller's possession.

(l) all keys to the Improvements, to the extent the same are in Seller's possession.

(m) all Leases in effect on the Closing Date, and the Rent Roll (as defined below), to the extent the same are in Seller's possession.

(n) all Contracts that shall remain in effect after the Closing, to the extent the same are in Seller's possession.

(o) notice to the tenants under the Leases (each, a "Tenant Notice", and collectively, the "Tenant Notices") in the form attached hereto and made a part hereof as Exhibit G, advising such tenants of the sale of the Property to Purchaser and directing them to make all payments to Purchaser or its designee, which Tenant Notices Purchaser shall, at Purchaser's sole cost and expense, either mail by certified mail return receipt requested or hand-deliver to each tenant.

(q) Seller is the "Licensee" under that certain License Agreement recorded in the Cumberland County, Maine registry of Deeds at Book 24806, Page 249, and the Amended and Restated License Agreement recorded in the Cumberland County, Maine registry of Deeds at Book 25276, Page 251 (collectively, the "License Agreement"). At Closing, Purchaser and Seller shall execute a recordable assignment and assumption agreement (referred to herein as the "License Assignment and Assumption Agreement"), in the form attached hereto and made a part hereof as Exhibit K, wherein Purchaser shall assume the obligations of Seller under the License Agreement.

(r) a certificate updating Seller's representations and warranties under Section 7.1.1;

5.2 Purchaser Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to the Escrowee, the following items executed and acknowledged by Purchaser, as appropriate:

(a) payment of the Closing Payment to be made in accordance with Section 3 above.

(b) the Assignment and Assumption of Leases.

(c) the Assignment and Assumption of Contracts.

(d) all applicable transfer tax forms, if any.

(e) such further instruments as may be necessary to record the Deed.

(f) all settlement statements reasonably necessary to effectuate the Closing pursuant to this Agreement.

(g) the Tenant Notices.

(h) evidence reasonably satisfactory to Seller and the Title Company respecting the due organization of Purchaser and the due authorization and execution by Purchaser of this Agreement and the documents required to be delivered hereunder.

(i) [intentionally omitted]

(j) the License Assignment and Assumption Agreement.

(k) A certificate updating Purchaser's representations and warranties under Section 7.3.

5.3 Closing Costs. Seller shall pay (a) 50% of all state, county and city transfer taxes, (b) the cost to remove any liens that Seller is required to remove pursuant to this Agreement, and (c) 50% of the costs of Escrowee. Purchaser shall pay (a) 50% of all state, county and city transfer taxes, (b) the title insurance premium for the Owner's Policy, as well as for any title endorsements, affirmative insurance and lender's policy (if applicable) required by Purchaser, (c) the costs of the Survey (or an update thereto), (d) recording charges, and (e) 50% of the costs of Escrowee. Any other closing costs shall be allocated in accordance with local custom. Except as expressly provided in the indemnities set forth in this Agreement, Seller and Purchaser shall pay their respective legal, consulting and other professional fees and expenses incurred in connection with this Agreement and the transaction contemplated hereby and their respective shares of prorations as hereinafter provided. The provisions of this Section 5.3 shall survive the Closing or a termination of this Agreement.

5.4 Prorations.

5.4.1 The following shall be prorated between Seller and Purchaser as of 12:01 a.m. on the Closing Date (on the basis of the actual number of days elapsed over the applicable period):

(a) All real estate taxes, water charges, sewer rents, vault charges and assessments on the Property on the basis of the fiscal year for which assessed. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller be charged with or be responsible for any increase in the taxes on the Property resulting from the sale of the Property or from any improvements made or leases entered into on or after the Closing Date. If any assessments on the Property are payable in installments, then the installment for the current period shall be prorated (with Purchaser assuming the obligation to pay any installments due after the Closing Date).

(b) Subject to this Section 5.4.1(b), all fixed rent and regularly scheduled items of additional rent or other charges or fees under the Leases, and other tenant charges, to the extent collected. Seller shall deliver or provide a credit in an amount equal to all prepaid rentals for periods after the Closing Date and all refundable cash security deposits (to the extent the foregoing were made by tenants under the Leases and are not applied or forfeited prior to the Closing Date) to Purchaser on the Closing Date, and after the Effective Date, Sellers shall only apply any security deposits to delinquent rentals in the ordinary course of business and consistent with Sellers' past management practices, and only to the extent permitted under applicable governmental laws, rules and regulations. All rentals and other charges payable in arrears and uncollected and all other uncollected rents (including, without limitation, common area maintenance charges, operating expenses, taxes, insurance, annual tenant reconciliations and annual percentage rent payments, subject to the terms of Section 5.4.1(k) below) for the current and prior rental periods, less the reasonable third party out-of-pocket expenses of collection thereof, shall be apportioned (if and when collected by either party), but shall not be adjusted at Closing. Any and all delinquent rents collected by Purchaser following the Closing (less a deduction for all reasonable collection costs and expenses incurred by Purchaser) shall be successively applied to the payment of (x) rent due and payable in the month in which the Closing occurs, (y) rent due and payable in the months succeeding the month in which the Closing occurs, and (z) rent due and payable in the months preceding the month in which the Closing occurs. Following the Closing, Seller shall have no right to exercise any remedy under any Lease (including, without limitation, collection, termination or eviction). Should Seller erroneously receive any rent payments after the Closing for current amounts owed, Seller will remit such amounts to Purchaser immediately. The provisions of this Section 5.4.1(b) shall survive the Closing or earlier termination of this Agreement for a period of three hundred sixty-five (365) days.

(c) All operating expenses customarily apportioned between sellers and purchasers of real estate properties similar to the Property and located in the same geographic area as the Property.

(d) Charges and payments under Contracts or permitted renewals or replacements thereof assigned to Purchaser pursuant to the Assignment and Assumption of Contracts.

(e) Any prepaid items, including, without limitation, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees.

(f) Utilities, including, without limitation, telephone, electricity and gas, on the basis of the most recently issued bills therefor, subject to adjustment after the Closing when the next bills are available, or if current meter readings are available, on the basis of such readings.

(g) Deposits with telephone and other utility companies, and any other persons or entities who supply goods or services in connection with the Property if the same are assigned to Purchaser at the Closing, which shall be credited in their entirety to Seller.

(h) Personal property taxes, if any, on the basis of the fiscal year for which assessed.

(i) Taxes payable by Seller relating to operations of the Property, including, without limitation, business and occupancy taxes and sales taxes, if any.

(j) Such other items as are customarily apportioned between sellers and purchasers of real properties of a type similar to the Property and located in the same geographic area as the Property.

(k) This Section 5.4.1(k) shall only apply to Leases containing an obligation for the tenant(s) to reimburse the landlord for common area maintenance, insurance, taxes and other such costs. As soon as reasonably possible after December 31, 2019, but not later than March 31, 2020, Seller and Purchaser shall determine the following (each for its period of ownership of the Property), taking into account the prorations made at Closing pursuant to the forgoing section: (a) the actual amount of the expenses (relating to items payable or reimbursable by tenants through the Leases) incurred by each of Seller and Purchaser during their respective periods of ownership of the Property during the calendar year of Closing, and (b) the total amounts actually received by each of Seller and Purchaser from tenants with respect to such expenses. An adjustment shall then be made such that the tenants shall receive any refunds of excess additional rents to which they may be entitled under their leases. Any payment required to effectuate such adjustment shall be made by Seller or Purchaser, or both, as the case may be within fifteen (15) days after such determination is made. If it is determined that additional payments are owing from one or more tenants, Purchaser at Seller's request, agrees to use reasonable efforts to collect the same, and shall promptly remit to Seller Seller's share of any such payments actually collected. In any event, however, Purchaser shall not be obligated to institute or be a party to any lawsuit or incur any expense to collect such payments. The provisions of this Section 5.4.1(k) shall survive the Closing for a period of three hundred sixty-five (365) days.

5.4.2 If any of the items described in Section 5.4.1 hereof cannot be apportioned at the Closing because of the unavailability of information as to the amounts which

are to be apportioned or otherwise, or are incorrectly apportioned at Closing or subsequent thereto, such items shall be apportioned or reapportioned, as the case may be, as soon as practicable after the Closing Date or the date such error is discovered, as applicable; provided that neither party shall have the right to request apportionment or reapportionment of any such item at any time following the one hundred eightieth (180th) day after the Closing Date. If the Closing shall occur before a real estate or personal property tax rate or assessment is fixed for the tax year in which the Closing occurs, the apportionment of taxes at the Closing shall be upon the basis of the tax rate or assessment for the preceding fiscal year applied to the latest assessed valuation. Promptly after the new tax rate or assessment is fixed, the apportionment of taxes or assessments shall be recomputed and any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected and the proper party reimbursed, which obligations shall survive the Closing. Notwithstanding anything in this Agreement to the contrary, Seller shall be entitled to any and all real estate or personal property tax refunds, rebates or reimbursements with respect to real estate or personal property tax periods prior to Closing. In the event that real estate or personal property taxes for the calendar year in which the Closing occurs are decreased subsequent to Closing, Purchaser and Seller shall prorate the amount of any associated refund, rebate or reimbursement.

5.4.3 Purchaser shall assume, as of Closing, any concessions given to tenants pursuant to the Leases with respect to periods from and after Closing.

5.4.4 The provisions of this Section 5.4 shall survive the Closing for a period of three hundred sixty-five (365) days.

6. Condemnation or Destruction of Property. In the event that, after the date hereof but prior to the Closing Date, either any portion of the Property is taken pursuant to eminent domain proceedings or condemnation or any of the improvements on the Property are damaged or destroyed by fire or other casualty, Seller shall have no obligation to restore, repair or replace any portion of the Property or any such damage or destruction. Seller shall, at the Closing, assign to Purchaser all of Seller's interest in all awards or other proceeds for such taking by eminent domain or condemnation or the proceeds of any insurance collected by Seller for such damage or destruction (except to the extent any such awards, proceeds or insurance are attributable to lost rents or items applicable to any period prior to the Closing) less the amount of all costs incurred by Seller in connection with the repair of such damage or destruction or collection costs of Seller respecting any awards. In connection with any assignment of awards, proceeds or insurance hereunder, Seller shall credit Purchaser with an amount equal to the applicable deductible amount under Seller's insurance (but not more than the amount by which the cost, as of the Closing Date, to repair the damage is greater than the amount of insurance proceeds assigned to Purchaser); provided, however, if the amount of the damage (as determined by an independent third party contractor or engineer selected by Seller and reasonably approved by Purchaser) or the amount of condemnation award shall exceed the sum of [redacted] Purchaser shall have the right to terminate this Agreement by notice to Seller given within ten (10) days after notification to Purchaser of the estimated amount of damages or the determination of the amount of any condemnation award. In any instance where this Agreement is terminated pursuant to this Section 6, this Agreement and the obligations of the parties hereunder shall terminate (and no party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive

the Closing or a termination of this Agreement). The parties hereby waive the provisions of any statute which provides for a different outcome or treatment in the event of a casualty or a condemnation or eminent domain proceeding.

7. Representations, Warranties and Covenants.

7.1 Representations, Warranties and Covenants of Seller.

7.1.1 Representations and Warranties of Seller. Subject to the provisions of this Section 7.1.1, Seller hereby represents to Purchaser that, to Seller's knowledge, as of the date of this Agreement:

(a) Leases. Except for any contrary terms that are set forth in the Leases, the rent roll (the "Rent Roll") annexed hereto as Exhibit H and made a part hereof is true and correct in all material respects, and lists all the leases, licenses and occupancy agreements affecting the Property (together with any leases entered into in accordance with this Agreement (the "Leases"), and shows the names of all residents, their current monthly rent, their security deposit, the expiration date of their lease, the status of rent payments, including specifically any delinquencies in rent for the last twelve (12) months (although delinquencies may be set forth on a separate delinquency report certified by Seller and delivered contemporaneously with the Rent Roll, rather than on the Rent Roll and such reports shall be deemed to be part of the Rent Rolls for purposes of this Agreement), and any rental concessions, rebates or allowances available to such residents. The Rent Roll is relied upon by Seller in the ownership and operation of the Property. True and correct copies of all Leases have been or will be made available to Purchaser the Property. The security deposits (the "Security Deposits") under the Leases, as set forth in the Rent Roll, are true, correct and accurate.

(b) Litigation. Except as disclosed on Schedule 7.1.1 attached hereto, there is no material pending or, to Seller's knowledge, threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.

(c) No Insolvency; No General Assignment. Seller is not a debtor in any state or federal insolvency, bankruptcy, receivership proceeding and Seller has not made a general assignment for the benefit of creditors.

(d) Non-Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code, as amended (the "Code").

(e) Contracts. Seller has not entered into any service or equipment leasing contracts relating to the Property which will be in force after the Closing, except for the Contracts. As used in this Agreement, the "Contracts" shall be deemed to mean, collectively, (i) the contracts described on Exhibit I attached hereto and made a part hereof, which is a true, correct and accurate list of all contracts relating to the Property that do not fall into the categories described in subsections (ii) and (iii) below, (ii) contracts which are cancelable on thirty (30) days' notice or less without premium or penalty, and (iii) contracts entered into by Seller after the date of this Agreement which Seller is permitted to enter into in accordance with this Agreement.

(f) Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are, or on the Closing Date will be, duly authorized, executed and delivered by and are binding upon Seller. Seller is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Delaware, and is duly authorized and qualified to do all things required of it under this Agreement.

(g) Tax Proceedings. Any active real estate or personal property tax appeal or tax certiorari proceedings relating to the Property are disclosed on the attached Exhibit L.

(h) Compliance with Laws. Seller has not received written notice that the Property is not in compliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof, which noncompliance remains uncured.

(i) Bring Down of Representations and Warranties. The representations and warranties set forth in this Section 7.1 are made as of the Effective Date and shall be remade as of the Closing Date, updated as appropriate to the then facts, by delivery of certificates thereof as provided in Section 5.1(r).

Notwithstanding and without limiting the foregoing, if any of the representations or warranties of Seller that survive Closing contained in this Agreement or in any document or instrument delivered in connection herewith are materially false or inaccurate, or Seller is in material breach or default of any of its obligations under this Agreement that survive Closing, and Purchaser nonetheless closes the transactions hereunder and purchases the Property, then Seller shall have no liability or obligation respecting such false or inaccurate representations or warranties or other breach or default (and any cause of action resulting therefrom shall terminate upon the Closing) in the event that either (x) on or prior to Closing, Purchaser shall have had knowledge of the false or inaccurate representations or warranties or other breach or default, or (y) the accurate state of facts pertinent to such false or inaccurate representations or warranties or other breach or default was contained in any of the Information furnished or made available to or otherwise obtained by Purchaser.

References to the "knowledge", "best knowledge" and/or "actual knowledge" of Seller or words of similar import shall refer only to the current actual (as opposed to implied or constructive) knowledge of Ashley Caldis, the Property's asset manager, without inquiry or investigation, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller or any parent, subsidiary or affiliate of Seller or to any other officer, agent, manager, representative or employee of Seller or to impose upon Ashley Caldis any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary contained in this Agreement, Ashley Caldis shall have no personal liability hereunder. The provisions of this Section 7.1.1 shall survive the Closing for a period of one hundred eighty (180) days.

7.1.2 GENERAL DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT, AND NOTWITHSTANDING ANYTHING OUTSIDE OF SECTION 7.1 TO THE CONTRARY EXPRESS OR IMPLIED, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTY), THE FINANCIAL CONDITION OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF. PURCHASER ACKNOWLEDGES THAT, DURING THE DUE DILIGENCE PERIOD, PURCHASER WILL EXAMINE, REVIEW AND INSPECT ALL MATTERS WHICH IN PURCHASER'S JUDGMENT BEAR UPON THE PROPERTY AND ITS VALUE AND SUITABILITY FOR PURCHASER'S PURPOSES. PURCHASER IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND THAT PURCHASER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS (INCLUDING ALL OF THE EXAMINATIONS, REVIEWS AND INVESTIGATIONS REFERRED TO IN SECTION 4) RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED HEREIN). EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THIS AGREEMENT: (A) PURCHASER WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN PHYSICAL AND FINANCIAL EXAMINATIONS, REVIEWS AND INSPECTIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY, AND (B) WITHOUT LIMITING THE FOREGOING, PURCHASER WAIVES ANY RIGHT IT OTHERWISE MAY HAVE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK DAMAGES FROM SELLER IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING ANY RIGHT OF CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT. THE PROVISIONS OF THIS SECTION 7.1.2 SHALL SURVIVE THE CLOSING.

7.2 Interim Covenants of Seller. Until the Closing Date or the sooner termination of this Agreement in accordance with the terms and conditions of this Agreement:

7.2.1 Seller shall maintain the Property in substantially the same manner as prior hereto pursuant to Seller's normal course of business (such maintenance obligations not including capital expenditures or expenditures not incurred in such normal course of business), subject to reasonable wear and tear and further subject to destruction by casualty or other events beyond the reasonable control of Seller.

7.2.2 Subject to the terms set forth in this Section 7.2.2, Seller may cancel, modify, extend, renew or permit the expiration of contracts or enter into any new service contract without Purchaser's consent. After the expiration of the Due Diligence Period, Seller shall not modify, extend, renew or cancel (except as a result of a default by the other party thereunder) or enter into any additional service contracts or other similar agreements without the prior consent of Purchaser, which consent shall not be unreasonably withheld or delayed; provided, however, Purchaser's consent shall not be required if such contract is cancelable upon not more than thirty (30) days' notice. Purchaser's failure to disapprove any request for consent by Seller under this Section 7.2.2 within five (5) days following Seller's request therefor shall be deemed to constitute Purchaser's consent thereto.

7.2.3

(a) Seller shall have the right to continue to offer the Property for lease (including renewals or modifications) in the same manner as prior hereto pursuant to its normal course of business and, upon request, shall keep Purchaser reasonably informed as to the status of all leasing prior to the Closing Date;

(b) Notwithstanding anything to contrary contained in this Agreement, Seller makes no representations and assumes no responsibility with respect to the continued occupancy of the Property or any part thereof by any tenant. The removal of a tenant whether by summary proceedings or otherwise prior to the Closing Date shall not give rise to any claim on the part of Purchaser. Further, Purchaser agrees that it shall not be grounds for Purchaser's refusal to close this transaction that any tenant is a holdover tenant or in default under its Lease on the Closing Date and Purchaser shall accept title subject to such holding over or default without an abatement in or credit against the Purchase Price.

7.2.4 Seller will use commercially reasonable efforts keep in force and effect with respect to the Property the insurance policies currently carried by Seller or policies providing similar coverage through the Closing Date.

7.3 Representations, Warranties and Covenants of Purchaser.

7.3.1 Purchaser hereby represents and warrants to Seller that this Agreement and all agreements, instruments and documents herein provided to be executed or caused to be executed by Purchaser are, or on the Closing Date will be, duly authorized, executed and delivered by and are binding upon Purchaser. Purchaser is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Maine and is duly authorized and qualified to do all things required of it under this Agreement.

7.3.2 No bankruptcy, insolvency, reorganization, arrangement or moratorium proceeding or allegation of fraudulent conveyance is now pending or threatened against Purchaser.

7.3.3 Execution by Purchaser of this Agreement and all documents provided for herein to be executed by Purchaser, and performance by Purchaser of the provisions hereof and thereof, will not violate or result in any breach of, or constitute a default under, any law, regulation, order or judgment of any governmental authority to which Purchaser is subject, or any agreement, indenture, mortgage, deed of trust, bank loan, credit agreement or any other instrument to which Purchaser is a party or by which Purchaser is bound, where such breach or default might adversely affect Purchaser's ability to perform its obligations hereunder or under such other documents. Purchaser is not in default under any note, evidence of indebtedness, lease, contract, license, undertaking or other agreement where the liability thereunder might adversely affect Purchaser's ability to perform its obligations under this Agreement or such other documents.

7.3.4 Purchaser is not (and throughout the period in which transactions contemplated by this Agreement are occurring, will not be) and is not acting on behalf of (and, throughout the period in which transactions contemplated by this Agreement are occurring, will not be acting on behalf of) (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Title I of ERISA, (ii) a "plan" as defined in and subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), or (iii) an entity deemed to hold "plan asset" of any of the foregoing within the meaning of 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

7.3.5 The transactions contemplated by this Agreement are not in violation of any laws applicable to Purchaser regulating investments of, and fiduciary obligations with respect to, governmental plans similar to the provisions of Section 406 of ERISA or Section 4975 of the Internal Revenue Code.

7.3.6 Neither Purchaser nor any of its affiliates, nor to its knowledge any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement, is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals" ("SDNs") or "blocked person" (each a "Prohibited Person") (which lists can be accessed at the following web address: http://www.ustreas.gov/offices/enforcement/ofac/), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Peron; (b) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or

avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) any U.S. anti-money laundering law, (ii) the Foreign Corrupt Practices Act, (iii) the U.S. mail and wire fraud statutes, (iv) the Travel Act, (v) any similar or successor statutes or (vi) any regulations promulgated under the foregoing statutes.

7.3.7 The provisions of this Section 7.3 shall survive Closing for a period of one hundred eighty (180) days.

Bring Down of Representations and Warranties. The representations and warranties set forth in this Section 7.3 are made as of the Effective Date and shall be remade as of the Closing Date, updated as appropriate to the then facts, by delivery of certificates thereof as provided in Section 5.2(k).

8. Indemnification and Release.

8.1 INTENTIONALLY OMITTED.

8.2 RELEASE. EXCEPT TO THE EXTENT THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 7.1.1 HEREOF SURVIVE CLOSING, EFFECTIVE AS OF THE CLOSING, PURCHASER SHALL BE DEEMED TO HAVE RELEASED SELLER AND ALL SELLER RELATED PARTIES FROM ALL CLAIMS WHICH PURCHASER OR ANY AGENT, REPRESENTATIVE, AFFILIATE, EMPLOYEE, DIRECTOR, OFFICER, PARTNER, MEMBER, SERVANT, SHAREHOLDER OR OTHER PERSON OR ENTITY ACTING ON PURCHASER'S BEHALF OR OTHERWISE RELATED TO OR AFFILIATED WITH PURCHASER (EACH, A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE PROPERTY, INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO HEREIN, THE LEASES AND THE TENANTS THEREUNDER, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ALL OR ANY PORTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS, AND PURCHASER SHALL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION.

AS PART OF THE PROVISIONS OF THIS SECTION, BUT NOT AS A LIMITATION THEREON, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT

PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO PURCHASER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY PURCHASER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER.

8.3 Survival. The provisions of this Section 8 shall survive the Closing or earlier termination of this Agreement.

9. Remedies For Default and Disposition of the Deposit.

9.1 SELLER DEFAULTS. IF THE TRANSACTION HEREIN PROVIDED SHALL NOT BE CLOSED BY REASON OF SELLER'S MATERIAL DEFAULT UNDER THIS AGREEMENT, THEN PURCHASER SHALL HAVE, AS ITS EXCLUSIVE REMEDIES (ALL OTHER RIGHTS AND/OR REMEDIES, WHETHER AVAILABLE AT LAW OR IN EQUITY, BEING IRREVOCABLY WAIVED) THE RIGHT TO EITHER (A) TERMINATE THIS AGREEMENT (IN WHICH EVENT NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO THOSE PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT) AND PROMPTLY RECEIVE A RETURN OF THE DEPOSIT, AND, IN THE CASE OF AN INTENTIONAL DEFAULT BY SELLER, IN ADDITION TO A RETURN OF THE DEPOSIT, PURCHASER SHALL BE REIMBURSED BY SELLER FOR ITS ACTUAL AND VERIFIABLE, OUT OF POCKET, THIRD PARTY COSTS AND EXPENSES INCURRED IN CONNECTION WITH THIS AGREEMENT UP TO AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000.00), OR (B) SPECIFICALLY ENFORCE SELLER'S OBLIGATION TO TRANSFER THE PROPERTY (IT BEING ACKNOWLEDGED THAT THE REMEDY OF SPECIFIC PERFORMANCE SHALL NOT BE APPLICABLE TO ANY OTHER COVENANT OR AGREEMENT OF SELLER CONTAINED HEREIN); PROVIDED THAT ANY ACTION BY PURCHASER FOR SPECIFIC PERFORMANCE MUST BE FILED, IF AT ALL, WITHIN THIRTY (30) DAYS OF SELLER'S DEFAULT, AND THE FAILURE TO FILE WITHIN SUCH PERIOD SHALL CONSTITUTE A WAIVER BY PURCHASER OF SUCH RIGHT AND REMEDY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

9.2 PURCHASER DEFAULTS. IN THE EVENT PURCHASER SHALL DEFAULT IN ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THEN THIS AGREEMENT SHALL TERMINATE AND THE RETENTION OF THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT THAT EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT; PROVIDED, HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT SELLER'S RIGHTS OR DAMAGES UNDER ANY INDEMNITIES GIVEN BY PURCHASER TO SELLER UNDER THIS AGREEMENT. IN CONNECTION WITH THE FOREGOING, THE PARTIES RECOGNIZE THAT SELLER WILL INCUR EXPENSE IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT THE PROPERTY WILL BE REMOVED FROM THE MARKET; FURTHER, THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN THE EXTENT OF DETRIMENT TO SELLER CAUSED BY THE BREACH BY PURCHASER UNDER THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLER SHOULD RECEIVE AS A RESULT OF PURCHASER'S BREACH OR DEFAULT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL PURCHASER BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

BY EXECUTING THIS AGREEMENT, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER AS A RESULT OF PURCHASER'S DEFAULT. UPON DEFAULT BY PURCHASER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM PURCHASER AND THE INDEMNIFICATION RIGHTS SET FORTH IN THIS AGREEMENT.

9.3 Disposition of Deposit. In the event the transaction contemplated by this Agreement shall close, the Deposit shall be applied as a partial payment of the Purchase Price.

10. INTENTIONALLY OMITTED.

11. Miscellaneous.

11.1 Brokers. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with the sale contemplated under this Agreement except for (i) CBRE ("Seller's Broker") to whom Seller shall be responsible for the payment of the commission due, if any, under separate written agreement, and (ii) Joseph Porta of Porta & Co. ("Purchaser's Broker") to

whom Purchaser shall be responsible for the payment of the commission due, if any, under separate written agreement. Aside from Seller's Broker and Purchaser's Broker, in the event of a claim for broker's or finder's fee or commissions in connection with the sale contemplated by this Agreement, then Seller shall indemnify, defend and hold harmless Purchaser from the same if it shall be based upon any statement or agreement alleged to have been made by Seller, and Purchaser shall indemnify, defend and hold harmless Seller from the same if it shall be based upon any statement or agreement alleged to have been made by Purchaser.

11.2 Limitation of Liability.

11.2.1 Notwithstanding anything to the contrary contained in this Agreement or any documents executed in connection herewith, if the Closing of the transaction contemplated hereunder shall have occurred, (i) the aggregate liability of Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Seller under this Agreement or any document or certificate executed or delivered in connection herewith shall not exceed [redacted] (the "Liability Ceiling") and (ii) in no event shall Seller have any liability to Purchaser unless and until the aggregate liability of Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Seller under this Agreement or any document or certificate executed or delivered in connection herewith shall exceed [redacted] (the "Liability Floor"). If Seller's aggregate liability to Purchaser shall exceed the Liability Floor, Seller shall be liable for the entire amount thereof up to but not exceeding the Liability Ceiling.

11.2.2 No shareholder or agent of Seller, nor any Seller Related Parties, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Purchaser and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance, and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

11.2.3 No shareholder or agent of Purchaser, nor any and any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee or other person or entity acting on Purchaser's behalf or otherwise related to or affiliated with Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

11.3 Exhibits; Entire Agreement; Modification. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be

deemed to be a part of) this Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes any and all prior agreements between the parties hereto respecting such matters. This Agreement may not be modified or amended except by written agreement signed by both parties.

11.4 Effective Date/Business Days. The "Effective Date" shall be the date upon which both parties have executed and received a fully executed copy of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "Business Day" shall be deemed to mean any day, other than a Saturday or Sunday, on which commercial banks in the State of New York or in the State of Maine are not required or authorized to be closed for business.

11.5 Interpretation. Section headings shall not be used in construing this Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement.

11.6 Governing Law. This Agreement, shall be construed and enforced in accordance with the laws of the State of Maine.

11.7 Successors and Assigns. Purchaser may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Seller, which consent may be given or withheld in the sole and absolute discretion of Seller; provided that, in the event of such an assignment or transfer, the transferee shall assume in writing all of the transferor's obligations hereunder (but Purchaser or any subsequent transferor shall not be released from obligations hereunder). Notwithstanding and without limiting the foregoing, no consent given by Seller to any transfer or assignment of Purchaser's rights or obligations hereunder shall be deemed to constitute a consent to any other transfer or assignment of Purchaser's rights or obligations hereunder and no transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties. Notwithstanding the foregoing or anything else to the contrary herein, Purchaser shall have the right at or prior to the Closing, without Seller's prior written consent but with prior written notice to Seller, to assign its rights and obligations under this Agreement to an affiliated entity of Purchaser, of which Tom Watson is a manager (each, a "Permitted Assignee"), provided that, in the event of such an assignment, (w) the Permitted Assignee shall assume in writing all of Purchaser's obligations hereunder pursuant to an assignment and assumption agreement in form and content acceptable to Seller in the exercise of Seller's reasonable judgment, (x) Seller shall receive an original of such assignment and assumption agreement signed by Purchaser and the

Permitted Assignee, (y) Purchaser shall remain jointly and severally liable with Permitted Assignee for all obligations and indemnifications hereunder notwithstanding such assignment, and (z) such assignment shall not require the consent of any third party or delay the consummation of the transactions contemplated by this Agreement.

11.8 Notices. All notices, requests or other communications which may be or are required to be given, served or sent by either party hereto to the other shall be given in writing and shall be deemed received (a) when delivered in person or by facsimile or email transmission, with receipt thereof confirmed by printed facsimile acknowledgment or a printed copy of the email (with a confirmation copy delivered in person or by overnight delivery contemporaneously therewith), (b) one (1) business day after delivery to any reputable overnight courier service for next business day delivery, or (c) three (3) business days after deposit in any post office or mail depository regularly maintained by the United States Postal Office and sent by registered or certified mail, postage paid, return receipt requested, and, in each case, addressed as follows:

To Seller:

Blue Atlantic Portland, LLC
c/o Blue Vista Capital Management, LLC
353 North Clark Street, Suite 730
Chicago, Illinois 60654
Attention: Ashley Caldis
Facsimile: 312-828-0139
Telephone: 406-396-7771
Email: acaldis@bluevistallc.com

With a Copy To:

Faegre Baker Daniels LLP
110 West Berry Street, Suite 2400
Fort Wayne, Indiana 46802
Attention: Patrick A. Scheiderer
Facsimile: 260-423-6260
Telephone: 260-460-1750
Email: patrick.scheiderer@FaegreBD.com

To Purchaser:

Tom Watson & Co., LLC
c/o Port Property Management
104 Grant Street
Portland, Maine 04101
Attention: Tom Watson

Email: tom@portpropmgt.com

With a Copy To:

Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attention: Hawley R. Strait, Esq.
Facsimile: (207) 774-1127
Telephone: (207) 228-7118
Email: hstrait@bernsteinshur.com

To Escrowee:

Chicago Title Insurance Company
Chicago NCS
10 South LaSalle Street, Suite 3100
Chicago, Illinois 60603
Attention: Tom Meier
Telephone: 312- 223-3880
Facsimile: 312- 223-5800

11.9 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any other person other than the parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

11.10 Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs which they have incurred on their own behalf in the preparation of this Agreement, all deeds and other agreements pertaining to this transaction, and that such legal costs shall not be part of the closing costs. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. This Agreement may be signed by facsimile and/or PDF and such signatures shall be treated as original signatures for all purposes. A facsimile and/or email/PDF copy of this Agreement shall have the same force and effect as an original.

11.12 Effectiveness. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto. Seller or Purchaser shall each have the right to discontinue negotiations and withdraw any draft of this

Agreement at any time prior to the full execution and delivery of this Agreement by each party hereto.

11.13 No Implied Waivers. No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

11.14 Discharge of Seller's Obligations. Except as otherwise expressly provided in this Agreement, Purchaser's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the documents and agreements executed at the Closing and shall not survive the Closing, except and to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing.

11.15 No Recordation. Neither this Agreement nor any memorandum thereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default hereunder.

11.16 Unenforceability. If all or any portion of any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein unless doing so would materially and adversely affect a party or the benefits that such party is entitled to receive under this Agreement.

11.17 **Waiver of Trial by Jury. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

11.18 Disclosure. Notwithstanding any terms or conditions in this Agreement to the contrary, but subject to restrictions reasonably necessary to comply with federal or state securities laws, any person may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions or other tax analyses) that are provided relating to such tax treatment and tax structure. For the avoidance of doubt, this authorization is not intended to permit disclosure of the names of, or other identifying information regarding, the participants in the transaction, or of any information or the portion of any materials not relevant to the tax treatment or tax structure of the transaction.

11.19 Designation of Reporting Person. In order to assure compliance with the requirements of Section 6045 of the Code and any related reporting requirements of the Code, the parties hereto agree as follows:

(a) The Title Company (for purposes of this Section, the "Reporting Person"), by its execution hereof, hereby assumes all responsibilities for information reporting required under Section 6045(e) of the Code.

(b) Seller and Purchaser each hereby agree:

(i) to provide to the Reporting Person all information and certifications regarding such party, as reasonably requested by the Reporting Person or otherwise required to be provided by a party to the transaction described herein under Section 6045 of the Code; and

(ii) to provide to the Reporting Person such party's taxpayer identification number and a statement (on Internal Revenue Service Form W-9 or an acceptable substitute form, or on any other form the applicable current or future Code sections and regulations might require and/or any form requested by the Reporting Person), signed under penalties of perjury, stating that the taxpayer identification number supplied by such party to the Reporting Person is correct.

(c) Each party hereto agrees to retain this Agreement for not less than four years from the end of the calendar year in which Closing occurred, and to produce it to the Internal Revenue Service upon a valid request therefore.

11.20 Press Releases. Any press release or other public disclosure regarding this Agreement or the transaction contemplated hereby shall not be made without Seller's prior written consent.

11.21 Time of the Essence. Time is of the essence of this Agreement and each of its provisions. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non business day, then such period (or date) shall be extended until the immediately following business day.

11.22 Survival. The provisions of this Section 11 shall survive the Closing or earlier termination of this Agreement.

11.23 Escrow Instructions. Upon execution of this Agreement, the parties shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company as the escrow holder for consummation of the transaction contemplated herein. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement, provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

11.24 Section 1031 Exchange. The parties acknowledge and agree that either party may consummate this transaction as part of a so-called like/kind exchange (the "Exchange") pursuant to Section 1031 of the Code, provided, that: (a) the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or the accomplishment of the Exchange be a condition precedent or condition subsequent to either parties' obligations under this Agreement; (b) the exchanging party shall affect the Exchange through a qualified intermediary and accommodating party shall not be required to exchange property or be required to acquire or hold title to any real estate other than the Property as contemplated hereby; (c) the accommodating party shall not be required to incur any liability or expense in connection with the Exchange; and (d) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the accommodating party had the exchanging party not consummated its sale through the Exchange. The accommodating party shall not, by this Agreement, or acquiescence to the Exchange (x) have its rights under this Agreement affected or diminished in any manner or (y) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange, in fact, complies with Section 1031 of the Code.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

BLUE ATLANTIC PORTLAND, LLC, a Delaware limited liability company

By: Blue Atlantic Pool I, LLC, a Delaware limited liability company, its Sole Member

By: Blue Atlantic Investors, Inc., a Delaware corporation, its Sole Member

By: _____

Printed: Ronald Korte

Title: Senior Vice President

PURCHASER:

_____

_____

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

BLUE ATLANTIC PORTLAND, LLC, a Delaware limited liability company

By: Blue Atlantic Pool I, LLC, a Delaware limited liability company, its Sole Member

By: Blue Atlantic Investors, Inc., a Delaware corporation, its Sole Member

By:_____

Printed:_____

Title: _____

PURCHASER:

Tom Watson + Co.

By: [signature]

Printed: Thomas E Watson

Title: Manager

EXHIBIT A

(Land)

A lot or parcel of land, on the northerly side of Marginal Way in the City of Portland, Cumberland County, State of Maine, shown as Lot 4 on a survey plan titled "Marginal Way Subdivision - Preble Street and Marginal Way - City of Portland Property" by the City of Portland, Maine, Department of Public Works, Engineering Section, dated July 25, 2006, revised as of December 21, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207. Page 6, being more particularly bounded and described as follows:

BEGINNING at the comer of Lots 4 and 5 as shown on the Plan, on the northerly line of a parcel of land labeled on the Plan as To Be Retained by City of Portland for Street Purposes (to be added to Marginal Way);

THENCE N 40° 58' 52" W one hundred seventy-six and thirty-six hundredths feet (176.36') along the line common to Lot 4 and Lot 5 to a point at the easterly comer of a Proposed Public Easement of Variable Width as shown on said plan;

THENCE N 40° 58' 52" W seventeen and zero hundredths feet (17.00') along the line common to Lot 4 and Lot 5 to a point along the southerly line of Interstate I-295;

THENCE along a curve to the left an arc distance of eighty-four and thirty hundredths feet (84.30'), said curve having a radius of 11569.16' and a chord bearing and distance of N 63° 12' 47" E 84.30', along the southerly line of Interstate I-295 to a concrete monument;

THENCE N 60° 49' 24" E one hundred sixty-five and eighty-five hundredths feet (165.85') along the southerly line of Interstate I-295 to a point;

THENCE N 63° 58' 52" E forty-six and thirteen hundredths feet (46.13') along the southerly line of a parcel of land conveyed to the State of Maine and recorded in the Cumberland County Registry in Deed Book 23214, Page 176 to a point;

THENCE N 63° 44' 28" E twenty-eight and fifty-five hundredths feet (28.55') along said southerly line of a parcel of land conveyed to the State of Maine to a point located S 40° 58' 52" E four and eight hundredths feet (4.08') from a concrete monument;

THENCE N 63° 44' 28" E forty-six and ninety-six hundredths feet (46.96') along said southerly line of a parcel of land conveyed to the State of Maine to a point of curvature;

THENCE along a curve to the left an arc distance of twenty-two and thirty-seven hundredths feet (22.37'), said curve having a radius of 3040.09' and a chord bearing and distance of N 63° 03' 13" E 22.37', along said southerly line of a parcel of land conveyed to the State of Maine to a point at the westerly comer of Lot 3 as shown on said Marginal Way Subdivision Plan;

THENCE S 40° 58' 52" E one hundred four and seventy hundredths feet (104.70') along said Lot 3 to the northerly line of Marginal Way;

THENCE S 49° 01' 08" W three hundred forty-two and twenty-four hundredths feet (342.24') along the northerly line of Marginal Way to a point;

THENCE S 52° 26' 29" W forty-one and twenty-one hundredths feet (41.21') along said northerly line of said parcel of land to be retained by the City of Portland for Highway Purposes to the POINT OF BEGINNING.

EXHIBIT B

DEED

When recorded, return to:

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that **BLUE ATLANTIC PORTLAND, LLC**, a Delaware limited liability company ("Grantor"), whose mailing address is 353 North Clark Street, Suite 730, Chicago, Illinois 60654, for consideration paid, grants to _____, a _____ limited liability company ("Grantee"), whose mailing address is _____, its successors and assigns forever, WITH QUITCLAIM COVENANTS, a certain lot or parcel of land in the City of Portland, County of Cumberland and State of Maine, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises").

Meaning and intending to convey and hereby conveying the same premises conveyed to Grantor by Legacy Park Portland One LLC, a Maine limited liability company, by virtue of Quitclaim Deed with Covenant dated February 31, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29376, Page 71.

This conveyance is made subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by _____, the _____ of _____, a _____, being its Manager, thereunto duly authorized, effective the _____ day of _____, 20___.

BLUE ATLANTIC PORTLAND, LLC,
a Delaware limited liability company

By: Blue Atlantic Pool I, LLC, a Delaware limited liability company, its Sole Member

By: Blue Atlantic Investors, Inc., a Delaware corporation, its Sole Member

By: _____

Printed: _____

Title: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

_____
Notary Public

Printed Name: _____

My Commission Expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is executed as of the ____ day of _____, 20___ by and between _____, a[n] _____ ("Assignor"), _____, a[n] _____, ("Assignee").

WHEREAS, Assignee is this day purchasing from Assignor and Assignor is conveying to Assignee the Property (as such term is described in that certain Purchase and Sale Agreement dated as of _____, 20___ between Assignor and Assignee).

WHEREAS, the Property is encumbered by those certain tenants (the "Tenants") occupying space under the leases listed and described on Exhibit A annexed hereto and made a part hereof (collectively, the "Tenant Leases").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as provided herein, all of Assignor's right, title and interest in and to the Tenant Leases.

NOW, THEREFORE, in consideration of [redacted] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor in and to the Tenant Leases, any extensions or renewals thereof, and any tenancies associated with the Property, including without limitation the rights to all rents, income and profits arising therefrom, together with the right to receive any and all sums and proceeds arising out of said Leases from and after the date hereof, and to any security deposits.

2. Assignee hereby affirmatively and unconditionally assumes all of Assignor's obligations and liabilities under the Tenant Leases arising from and after the date hereof.

3. This Assignment is made without warranty, representation, or guaranty by, or recourse against Assignor of any kind whatsoever.

4. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

5. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Assignor:

_____

By:_____

Printed:_____

Its:_____

Assignee:

_____

By:_____

Printed:_____

Its:_____

EXHIBIT A

(List of Leases)

EXHIBIT D

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is executed as of the ____ day of _____, 20___ by _____, a[n] _____, having an address _____ ("Assignor") in favor of _____, a[n] _____, having an address _____ ("Assignee").

WHEREAS, Assignee is this day purchasing from Assignor and Assignor is conveying to Assignee the Property (as such term is described in that certain Purchase and Sale Agreement dated as of _____, 20___ between Assignor and Assignee (the "Agreement")).

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's rights, if any, in and to the Personal Property and the Intangible Property (as such terms are defined in the Agreement) (collectively, the "Assigned Properties"), to the extent assignable.

NOW, THEREFORE, in consideration of [redacted] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to the Assigned Properties.

2. This Assignment is made without warranty, representation, or guaranty by, or recourse against Assignor of any kind whatsoever.

3. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

4. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

_____

By:_____
Printed:_____
Its:_____

EXHIBIT E

CERTIFICATION OF NON-FOREIGN STATUS UNDER TREASURY REGULATIONS SECTION 1.1445-2(b)

(NON-DISREGARDED ENTITY GRANTOR/TRANSFEROR)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, the undersigned hereby certifies the following on behalf of _____:

1. _____ is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. _____ is not a disregarded entity as defined in Treasury Regulations § 1.1445-2(b)(2)(iii);

3. _____'s U.S. employer identification number is [_____]; and

4. _____'s office address is _____.

_____ understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of [name of transferor].

[Signature on following page]

Dated: _____, 20___

_____

By:_____
Printed:_____
Title:_____

EXHIBIT F

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "Assignment") is executed as of the ____ day of _____, 20___, by and between _____, having an address _____ ("Assignor") and _____, having an address _____ ("Assignee").

WHEREAS, Assignee is this day purchasing from Assignor and Assignor is conveying to Assignee the Property (as such term is described in that certain Purchase and Sale Agreement dated as of [_____], 20___ between Assignor and Assignee).

WHEREAS, in connection with its ownership and management of the Property, Assignor has entered into those certain maintenance, service and supply contracts and equipment leases, in effect on the date hereof, listed and described on Exhibit A annexed hereto and made a part hereof (collectively, the "Contracts").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as herein provided, all of Assignor's right, title and interest in and to the Contracts.

NOW, THEREFORE, in consideration of [redacted] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor in and to the Contracts.

2. This Assignment shall constitute a direction and full authority to any person or entity that is a party to any of the Contracts to perform its obligation under the Contracts for the benefit of Assignee without further proof to any such party of the assignment to Assignee of the Contracts.

3. Assignee hereby affirmatively and unconditionally assumes all of the obligations and liabilities of Assignor under the Contracts arising from and after the date hereof.

4. This Assignment is made without warranty, representation, or guaranty by, or recourse against Assignor of any kind whatsoever.

5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

Assignor:

_____

By:_____
Printed:_____
Its:_____

Assignee:

_____

By:_____
Printed:_____
Its:_____

EXHIBIT A

(Contracts)

EXHIBIT G

[SELLER'S LETTERHEAD]

_____, 20___

By Certified Mail -
Return Receipt Requested

_____
_____
_____
_____

Re: **[Describe Lease]** (the "Lease") **[describe property]** (the "Property")

Ladies and Gentlemen:

Please be advised that (1) _____ ("Landlord") has conveyed all of its right, title and interest in and to the Property, including its interest as landlord under the Lease, to _____ ("Purchaser"), and (2) Purchaser has assumed Landlord's obligations under the Lease. Your security deposit, in the amount of $_____, has been transferred to Purchaser.

Accordingly, effective as of the date hereof, you are hereby notified and directed to deliver all future rent and additional rent payments due under the Lease, and any notices, inquiries or requests relating thereto, to Purchaser at:

_____
_____

In addition, all security deposits held by Landlord, if any, together with any interest earned thereon, have been transferred to Purchaser.

Very truly yours,

_____

EXHIBIT H

(Rent Roll)

[redacted]

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "First Amendment") is made and entered into as of this 28th day of May, 2019 (the "Effective Date") by and between Tom Watson & Co., LLC, a Maine limited liability company ("Purchaser") and Blue Atlantic Portland, LLC, a Delaware limited liability company ("Seller").

RECITALS

WHEREAS, Purchaser and Seller entered into a Purchase and Sale Agreement dated April 18, 2019 (the "Purchase Agreement") wherein Purchaser agreed to purchase from Seller and Seller agreed to sell to Purchaser, the Property; and

WHEREAS, Purchaser and Seller desire to amend the Purchase Agreement pursuant to the terms of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Due Diligence Period Extension. The expiration date of the Due Diligence Period is hereby extended to that date which is forty-five (45) days after the Effective Date of this First Amendment.

2. Deposit. Notwithstanding the extension of the Due Diligence Period set forth in this First Amendment, upon the Effective Date of this First Amendment, the Deposit shall be deemed to be non-refundable (subject to Purchaser's rights set forth in Section 9.1 of the Purchase Agreement in the case of material default of the Purchase Agreement by Seller), but applicable to the Purchase Price, provided, however, that, notwithstanding the foregoing and for avoidance of doubt, in the case of a material default by Seller, Purchaser shall be entitled to all remedies available to it pursuant to the terms and conditions of Section 9.1 of the Purchase Agreement.

3. Scheduled Closing Date and Extensions. Notwithstanding anything in Section 5 of the Purchase Agreement to the contrary, the Scheduled Closing Date shall be fifteen (15) days after the expiration of the Due Diligence Period, as extended. In the event that Purchaser has not received the permits and approvals reasonably necessary for Purchaser's proposed redevelopment of the Property (referred to herein as the "Permits and Approvals") by the Scheduled Closing Date, Purchaser shall have the right to extend the Scheduled Closing Date by up to a total of one-hundred twenty (120) days after the original Scheduled Closing Date based on four (4) separate extension periods of thirty (30) days each, until such time as Purchaser receives the Permits and Approvals. In the event Purchaser elects to exercise its first such extension of the Scheduled Closing Date, Purchaser shall do so by delivering written notice to that effect to Seller on or before the original Scheduled Closing Date (being that date which is fifteen (15) days after the expiration date of the Due Diligence Period, as extended) and directing Chicago Title Insurance Company, as Escrowee, to release to Seller a portion of the Deposit in the amount of [redacted] for such extension, and in the event Purchaser elects to exercise any or all of its remaining such extensions of the Scheduled Closing Date, as set forth above, Purchaser shall do so by delivering written notice to that effect

to Seller on or before the Scheduled Closing Date, as extended, and directing Chicago Title Insurance Company, as Escrowee, to release to Seller an additional portion of the Deposit in the amount of [redacted] for each such additional extension (each, the "Extension Payment", and, collectively, the "Extension Payments"). The Extension Payment(s) made pursuant to this Section 3 shall be deemed to constitute part of the Deposit as defined in Section 3.1 of the Purchase Agreement and shall be non-refundable (subject to Purchaser's rights set forth in Section 9.1 of the Purchase Agreement in the case of material default by Seller) provided, however, that, notwithstanding the foregoing and for avoidance of doubt, in the case of a material default by Seller, Purchaser shall be entitled to all remedies available to it pursuant to the terms and conditions of Section 9.1 of the Purchase Agreement. Notwithstanding anything in the Purchase Agreement to the contrary, the Extension Payment(s) shall not be applicable to the Purchase Price, but rather shall increase the Purchase Price by [redacted] each.

4. Definitions. Except as otherwise provided in this First Amendment, the terms defined in the Purchase Agreement will have the same meaning when used in this First Amendment.

5. Counterparts. This First Amendment may be executed by email transmission and in any number of counterparts. Each party may rely upon any emailed or counterpart copy as if it were one original document.

[Remainder of Page Intentionally Left Blank – Signature Page(s) to Follow]

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment as of the Effective Date.

BUYER:

Tom Watson & Co., LLC,
a Maine limited liability company

By: Thomas E. Watson
Its: Manager

SELLER:

Blue Atlantic Portland, LLC,
a Delaware limited liability company

By: Blue Atlantic Pool I, LLC, a Delaware limited liability company, its Sole Member

By: Blue Atlantic Investors, Inc., a Delaware corporation, its Sole Member

By: _____

Printed: _____

Title: _____

IN WITNESS WHEREOF, Purchaser and Seller have executed this First Amendment as of the Effective Date.

BUYER:

Tom Watson & Co., LLC,
a Maine limited liability company

_____

By: Thomas E. Watson
Its: Manager

SELLER:

Blue Atlantic Portland, LLC,
a Delaware limited liability company

By: Blue Atlantic Pool I, LLC, a Delaware limited liability company, its Sole Member

By: Blue Atlantic Investors, Inc., a Delaware corporation, its Sole Member

By: _____
Printed: Jason Schwartz
Title: Authorized Signatory

Section D

Zoning Assessment

ZONING ANALYSIS Relevant Zone: B-7

All Projects:

	Required	Proposed
Lot Size	None	57,887 sf
Area Per Dwelling Unit	N/A	N/A
Minimum Street Frontage	None	383'
Front Yard Minimum	0 (abutter avg)	0'
Front Yard Maximum	NA	3.45'
Rear Yard	None	3.81'
Yard Right	None	0
Yard Left	None	18'
Side Street Setback	10'	N/A
Step Back	N/A	N/A
Maximum Lot Coverage	100%	82%
Minimum Lot Coverage	N/A	N/A
Maximum Height	85'	59'
Open Space	N/A	3%
Maximum Impervious Area	80%	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	N/A	N/A
Off Street Parking Spaces	TBD	117
Loading Bays		
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):			

E. Summary of Written Easements

There are several existing easements summarized within the subdivision plat by Owen Haskell, Inc.:

1. A public easement of variable width exists along the southerly access drive in bk 24806 pg 237.
2. An access easement exists along the southerly access drive in bk 24806 pg 236 subject to bk 24806 pg 223.
3. An electrical easement exists along the southerly access drive in bk 24806 pg 237.
4. A license area exists in front of the building within the marginal way right-of-way in bk 24806 pg 249.
5. A 36'-wide access easement exists along the northerly access drive in bk 24806 pg 230.

There are no proposed easements.

Section F

Request For Waivers

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.
N/A			

Att. G

BAR HARBOR
BANK & TRUST

June 4, 2019

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

RE: Redevelopment of Bayside Village Apartments

To Whom It May Concern:

I am pleased to provide this financial capacity letter in support of Port Property Management/Tom Watson & Affiliates, developer of the above reference project. Based on my longstanding relationship with Mr. Watson, it is my opinion that the development group has the financial resources, technical expertise and management capability to complete the proposed project.

If you should need further information or clarification please contact me at (207) 771-1217.

Sincerely,

Joe Delano
Senior Vice President

H. Technical Capacity

Acorn Engineering, Inc. has successfully permitted and engineered over 15 level II/III projects in Portland in the past 5 years, many of which have been constructed. Some examples include:

- Eldredge Lumber Expansion
- 127 York Street – Harborview Townhomes
- Munjoy Heights
- 89 Anderson St. – East Bayside Lofts
- 667 Congress St – The Hiawatha
- 121 Washington Ave Redevelopment
- 31 Fore Street Condominiums

I. Conformity with Land Use Ordinance

The following outline is made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526.

OVERVIEW

Overall, the site and exterior is not proposed to change, however some standards have changed as a result of the increase in units.

Transportation Standards

1. Impact on Surrounding Street Systems:

   The site is located on Marginal Way which is a collector and currently handles approximately 13,000 vehicles per day. This project is not anticipated to have a significant effect on the street system.

2. Access and Circulation:

   a. Site Access and Circulation:

      (i) The development will provide safe access and internal circulation for both pedestrians and vehicles as seen on the Subdivision Plat – there are no proposed changes from the existing condition which has functioned for the past 10+ years.

      (ii) The site does not feature drive up services as mentioned in this requirement.

   b. Loading and Servicing:

      (i) There are no anticipated loading and servicing needs.

   c. Sidewalks:

      (i) A brick sidewalk exists along Marginal Way and is not proposed to be modified.

      (ii) The sidewalks are no in substandard condition.

      (iii) Internal sidewalks exist within the site.

3. Public Transit Access:

   a. An existing covered transit shelter existing along Marginal Way directly in front of the site.

   b. An existing covered transit shelter existing along Marginal Way directly in front of the site.

   c. An existing covered transit shelter existing along Marginal Way directly in front of the site and is adjacent to the public sidewalk system.

4. Parking:

a. Location and Required Number of Vehicle Parking Spaces:

(i) The proposed project will provide 117 parking spaces. Ultimately, the parking requirement will be determined by the Planning Board. A traffic study will be forthcoming from the Applicant.

(ii) A parking study is currently under way.

(iii) Not applicable.

(iv) The parking spaces aisle meet the Technical Standard standards.

(v) The driveway and parking areas are currently constructed with concrete and pavement, providing a permanent, durable surface.

b. Location and Required Number of Bicycle Parking Spaces:

(i) The current parking garage has a generous bicycle room which well exceeds the minimum 48 required bicycle spaces.

c. Motorcycles and Scooter Parking:

(i) There are ample areas for motorcycle and scooter parking within the parking garage.

d. Snow Storage:

(i) The snow storage area can be seen on the site plan near the rear of the parcel. In addition, the Owner may have snow removed from the site when necessary.

(ii) The snow storage has not been located where it will adversely impact the functionality of any part of the site.

5. Transportation Demand Management (TDM):

a. A traffic study is currently under way.
b. A traffic study is currently under way.
c. A traffic study is currently under way.

Environmental Quality Standards

1. There will be no change to the existing site or exterior of the building.
2. There will be no change to the existing site or exterior of the building.
3. There will be no change to the existing site or exterior of the building.

Public Infrastructure and Community Safety Standards

1. There will be no change to the existing site or exterior of the building.
2. There will be no change to the existing site or exterior of the building.
3. The existing utilities are anticipated to have adequate capacity for the proposed renovations.

Site Design Standards

1. There will be no change to the existing site or exterior of the building.
2. There will be no change to the existing site or exterior of the building.
3. There will be no change to the existing site or exterior of the building.
4. There will be no change to the existing site or exterior of the building.
5. There will be no change to the existing site or exterior of the building.
6. There will be no change to the existing site or exterior of the building.
7. There will be no change to the existing site or exterior of the building.
8. There will be no change to the existing site or exterior of the building.
9. There will be no change to the existing site or exterior of the building.

A C O R N
ENGINEERING, INC.

J. STORMWATER MANAGEMENT REPORT

OVERVIEW

Acorn Engineering, Inc. has been retained by Tom Watson & Co., LLC to provide permitting services for the proposed renovations at 132 Marginal Way. The proposed project does not include any exterior alterations and will be confined to the interior of the building. Thus there is no proposed stormwater infrastructure as there are no known problems within the property or to abutting properties.

A C O R N
ENGINEERING, INC.

K. EROSION & SEDIMENTATION CONTROL REPORT

OVERVIEW

Acorn Engineering, Inc. has been retained by Tom Watson & Co., LLC to provide permitting services for the proposed renovations at 132 Marginal Way. The proposed project does not include any exterior alterations and will be confined to the interior of the building. Thus there are no proposed soil disturbances as part of the project.

ACORN ENGINEERING, INC.

Chief Thompson
City of Portland Fire Department
380 Congress St.
Portland, ME 04101

June 12, 2019

Subject: 132 Marginal Way – Fire Department Checklist
Section L of Application

On behalf of Tom Watson & Co. the design team is pleased to respond to the Portland Fire Department Site Review Checklist.

1. Name, address, telephone number of applicant

   Tom Watson & Co.
   82 Hanover St.
   Portland, Maine 04101
   (207) 775-5673

2. Name address, telephone number of architect

   Ryan Senatore Architecture
   500 Congress Street Floor 2
   Portland, Maine 04101
   207-650-6414

3. Proposed uses of any structures [NFPA and IBC classification]

   NFPA: Apartments / IBC: R-2

4. Square footage of all structures, including decks [total and per story]

   Existing building

   Total floor area: 205,583 sf between 5 floors

The existing total floor area will not change.

5. Elevation of all structures

   The existing building is 59 feet tall.

6. Proposed fire protection of all structures

The existing sprinkler system will remain.

7. Hydrant locations

   An existing hydrant is located directly across the street as the site on Marginal Way. Hydrant flow data from the Portland Water District once received may be made available to the Fire Department upon request.

8. Water main size and location

   The water main size is unknown; however, it runs within Marginal Way.

9. Access to all structures [min. 2 sides]

   Access to the structure is provided directly on Marginal Way and through the access drives.

10. The Architect has provided a code summary (attached).

NFPA 1 – Chapter 18 Fire Department Access and Water Supply

18.2 Fire Department Access:

The following pavement street width is currently available:

- Marginal Way: 62' pavement to pavement or 44 feet striping to striping.

Per NFPA 1 – Chapter 18.2.3.3.1, there is public street access within 50 feet of at least one exterior door. Per NFPA 1 – Chapter 18.2.3.2.2.1, all first story floors shall be located not more than 450 feet from a Fire Department access road.

City of Portland Technical Manual – Section 3 Public Safety
3.4.1 Every dead-end roadway more than one hundred fifty (150') feet in length shall provide a turnaround at the closed end. Turnarounds shall be designed to facilitate future street connectivity and shall always be designed to the right (refer to Figure I-5).
Response: Not applicable

3.4.2 Where possible, developments shall provide access for Fire Department vehicles to at least two sides of all structures. Access may be from streets, access roads, emergency access lanes, or parking areas.

Response: The site has access from at least sides.

3.4.3 Building setbacks, where required by zoning, shall be adequate to allow for emergency vehicle access and related emergency response activities and shall be evaluated based on the following factors:

• *Building Height.*

- *Building Occupancy.*
- *Construction Type.*
- *Impediments to the Structures.*
- *Safety Features Provided.*

Response: The site has ample access.

3.4.4. Fire Dept. access roads shall extend to within 50' of an exterior door providing access to the interior of the structure.

Response: The building will be provided with exterior doors that will be within 50' of a Fire Department access route, namely Marginal Way.

3.4.5. Site access shall provide a minimum of nine (9) feet clearance height to accommodate ambulance access.

Response: The site maintains the required clearance height of nine feet in all cases except for the parking garage.

3.4.6. Elevators shall be sized to accommodate an 80 x 24-inch stretcher.

Response: The elevators are sized to accommodate an 80 x 24 stretcher per the Architect.

3.4.7. All structures are required to display the assigned street number. Numbers shall be clearly visible from the public right of way.

Response: The applicant will work with the City's Public Works Division to assign street addresses and numbering to meet City Standards.

Thank you for your review. Please let me know if you have any additional questions or comments.

Sincerely,

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.

M. Calculation of Wastewater Flowrate for 132 Marginal Way Redevelopment

The proposed project includes transforming the existing 100 quad-style apartments with 100 4-Bedroom units into smaller apartments. Based upon the Section 4 of the Maine Subsurface Wastewater Disposal Rules, the project anticipates the following daily flows:

Estimate of Anticipated Daily Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow				
Multifamily Dwelling	4-Bedroom	100	360	36,000
Total Gallons per Day (Existing)				36,000
Proposed Flow				
Multifamily Dwelling	1-Bedroom	145	120	17,400
Multifamily Dwelling	2-Bedroom	41	180	7,380
Multifamily Dwelling	4-Bedroom	10	360	3,600
Total Gallons per Day (Proposed)				28,380
Net Change				**-7,620 GPD**
*Values based on STATE OF MAINE: SUBSURFACE WASTEWTAER DISPOSAL RULES, most recent edition				

As outlined above, there is an anticipated decrease of approximately 7,620 gallons per day of water and wastewater flows.

ACORN ENGINEERING, INC.

N. Lighting

No exterior lighting is proposed to change.

O. Architectural Design Narrative

There are no proposed changes to the exterior.

P. Utilities

The proposed project will include installation of multiple utility services to the new building.

Water:

The existing water features a 6" sprinkler line and a 4" domestic line. These services will remain as is and are sufficient for the proposed uses.

Sewer:

The existing sewer will see less wastewater and is anticipated to remain as is.

Stormwater:

There are no known problems with stormwater or drainage. The existing system will remain as.

UGE/T/C:

The existing building has underground service along the southwest side of the building. These services are anticipated to service the proposed renovations.

Gas:

The existing 4" gas service will remain as part of this project.

Ability to serve letters have been sent out to the respective utility companies in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(7). Responses from the utility companies will be submitted upon receipt.

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

June 27, 2019

Sam Lebel
Acorn Engineering, Inc.
PO Box 3372
Portland, ME 04104

Re: 132 Marginal Way, PO
Ability to Serve with PWD Water

Dear Mr. Lebel:

The Portland Water District has received your change of use request for the noted site submitted on June 11, 2019. Please see below for existing site conditions and how to proceed with your project. **Please note that this change of use determination is based on information provided. Any changes affecting the site use or water system will require further review and approval by PWD.**

Existing Site Service

The following conditions of service apply:

- Since there will be a significant change in water demand of this property, the existing 2-inch meter will need to be upgraded to a 3-inch meter. The 4-inch domestic service and 8-inch fire service may be reused. Please contact the MEANS Department to complete the meter upgrade process.

The MEANS department can be reached by email at MEANS@pwd.org or by phone at (207)774-5961 Ext. 3199.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Robert A. Bartels, P.E.
Senior Project Engineer

225 DOUGLASS STREET P.O. BOX 3553 PORTLAND, MAINE 04104-3553
PHONE: 207.774.5961 FAX: 207.761.8307 WEB: WWW.PWD.ORG

A C O R N
ENGINEERING, INC.

Portland Water District
Attn: MEANS Department
225 Douglass Street
Portland, Maine 04104

June 11th, 2019

Subject: 132 Marginal Way Redevelopment
Re: Ability to Serve

To Whom It May Concern:

On behalf of Tom Watson & Co. we are pleased to submit the following request for Portland Water District's (PWD) ability to serve the proposed development. The proposed project is located 132 Marginal Way, within the B-7 Mixed-Development District Zone in Portland, Maine. The proposed project will be contained within the existing exterior building shell and will seek to renovate the existing 100 quad-style four-bedroom apartments into a mix of approximately 145 one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 196 units. The two retail units along the first floor will remain.

The existing 6" sprinkler line and 4" domestic line are proposed to remain as is. Based upon the Section 4 of the Maine Subsurface Wastewater Disposal Rules, and assuming that the units will be comprised of 145 one-bedroom units, 42 two-bedroom units, and 10 four-bedroom units, the project anticipates the following design flows:

Estimate of Anticipated Daily Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow				
Multifamily Dwelling	4-Bedroom	100	360	36,000
Total Gallons per Day (Existing)				36,000
Proposed Flow				
Multifamily Dwelling	1-Bedroom	145	120	17,400
Multifamily Dwelling	2-Bedroom	41	180	7,380
Multifamily Dwelling	4-Bedroom	10	360	3,600
Total Gallons per Day (Proposed)				28,380
Net Change				**-7,600 GPD**

*Values based on STATE OF MAINE: SUBSURFACE WASTEWTAER DISPOSAL RULES, most recent edition

As seen, we are anticipating a significant decrease in flows.

On behalf of the client, we are requesting the following information:

1. Any additional information, such as utility mapping within Marginal Way and confirmation of the location and size of the services to the existing property and the size and material of the water main within Marginal Way.
2. Flow data for adjacent hydrant.
3. PWD's ability to serve the project.

I have attached a fixture count and a utility & grading plan by Mitchell and Associates from June 2007 which was part of the original application and is believed to represent the existing conditions. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Central Maine Power Company
Attn: Mr. Paul DuPerre
162 Canco Road
Portland, Maine 04103

June 11th, 2019

Subject: 132 Marginal Way Redevelopment
Re: Ability to Serve

Dear Mr. DuPerre:

On behalf of Tom Watson & Co. we are pleased to submit the following request for Central Maine Power's (CMP) ability to serve the proposed development. The proposed project is located 132 Marginal Way, within the B-7 Mixed-Development District Zone in Portland, Maine. The proposed project will be contained within the existing exterior building shell and will seek to renovate the existing 100 quad-style four-bedroom apartments into a mix of approximately 145 one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 196 units. The two retail units along the first floor will remain.

The existing building is currently serviced by a pad mounted transformer adjacent to the building. We anticipate the existing service to have the capacity to meet our proposed conditions. Load sheets are currently being developed and will be shared with CMP once available to determine if any upgrades are necessary.

On behalf of the client, we are requesting the following information:

1. Any easements for overhead services currently crossing the proposed development.
2. CMP's ability to serve the project.
3. Access requirements to the CMP meters.

I have attached a utility and grading plan by Mitchell and Associates from June 2007 which was part of the original application and is believed to represent the existing conditions. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Unitil Service Corp.
Attn: Bridget Harmon
376 Riverside Industrial Parkway
Portland, Maine 04103

June 11th, 2019

Subject: 132 Marginal Way Redevelopment
Re: Ability to Serve

Dear Ms. Harmon:

On behalf of Tom Watson & Co. we are pleased to submit the following request for Unitil's ability to serve the proposed development. The proposed project is located 132 Marginal Way, within the B-7 Mixed-Development District Zone in Portland, Maine. The proposed project will be contained within the existing exterior building shell and will seek to renovate the existing 100 quad-style four-bedroom apartments into a mix of approximately 145 one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 196 units. The two retail units along the first floor will remain.

It is our understanding there is an existing 6" gas main running with Marginal Way and an existing 4" gas line servicing the existing building. We anticipate the existing service to have the capacity to meet our demands.

On behalf of the client, we are requesting the following information:
1. A confirmation of an existing gas main within Marginal Way, as well as the size of any gas lines and services in the vicinity.
2. Unitil's ability to serve the project.

I have attached a utility and grading plan by Mitchell and Associates from June 2007 which was part of the original application and is believed to represent the existing conditions. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Charter Communications
Attn: Mr. Mark Pelletier
118 Johnson Road
Portland, Maine 04102

June 12, 2019

Subject: 132 Marginal Way Redevelopment
Re: Ability to Serve

Dear Mr. Pelletier:

On behalf of Tom Watson & Co. we are pleased to submit the following request for Charter's ability to serve the proposed development. The proposed project is located along 132 Marginal Way, within the B-7 Mixed-Development District Zone in Portland, Maine. The proposed project will be contained within the existing exterior building shell and will seek to renovate the existing 100 quad-style four-bedroom apartments into a mix of approximately 145 one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 196 units. The two retail units along the first floor will remain.

The existing building is currently serviced by underground cable. We anticipate the existing services to have the capacity to meet the demand of our proposed uses.

On behalf of the client, we are requesting the following information:
1. Any additional information, such as utility mapping within Marginal Way.
2. Any easements for overhead services currently crossing the proposed development.
3. Charter's ability to serve the project.

I have attached a utility and grading plan by Mitchell and Associates from June 2007 which was part of the original application and is believed to represent the existing conditions. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.

ACORN ENGINEERING, INC.

Consolidated Communications
Attn: Mr. Patrick Morrison
5 Davis Farm Road
Portland, Maine 04103

June 11th, 2019

Subject: 132 Marginal Way Redevelopment
Re: Ability to Serve

Mr. Morrison:

On behalf of Tom Watson & Co. we are pleased to submit the following request for Consolidated's ability to serve the proposed development. The proposed project is located 132 Marginal Way, within the B-7 Mixed-Development District Zone in Portland, Maine. The proposed project will be contained within the existing exterior building shell and will seek to renovate the existing 100 quad-style four-bedroom apartments into a mix of approximately 145 one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 196 units. The two retail units along the first floor will remain.

The existing building is currently serviced by underground telephone lines. We anticipate the existing services to have the capacity to meet the demand of our proposed uses.

On behalf of the client, we are requesting the following information:
1. Any additional information, such as utility mapping within Marginal Way.
2. Any easements for overhead services currently crossing the proposed development.
3. Consolidated's ability to serve the project.

I have attached a utility and grading plan by Mitchell and Associates from June 2007 which was part of the original application and is believed to represent the existing conditions. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.

ACORN
ENGINEERING, INC.

PRELIMINARY TRAFFIC DEMAND MANAGEMENT PLAN

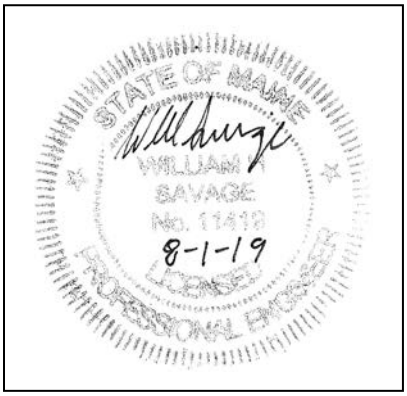
Bayside Village
132 Marginal Way, Portland

Prepared For:

Tom Watson & Co.
82 Hanover Street
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
65 Hanover Street
Portland, Maine 04101



August 2019

SUMMARY

The proposed project is location along 132 Marginal Way, within the B-7 Mixed Development District Zone in Portland, Maine. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes, all renovation will be contained within the existing exterior building shell. The proposed design includes a mix of approximately 90 smaller 1-bedroom units, 51 larger one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 192 units. The two retail units along the first floor will remain.

The location of the proposed re-development offers a variety of multi-modal transportation opportunities, many of which are existing and already in use by the community at large. The project location provides central access to both Franklin Street and Forest Avenue connections with Interstate 295 North and South for automobile transportation. A well-maintained sidewalk and cross walk with flashing pedestrian beacon provide access to the many nearby businesses and destinations. An existing bus station along the Marginal Way frontage provides the community with sheltered access to the METRO bus service. Additionally, Marginal Way is already set up to provide convenient transit for bicyclists with its designated bike lane. With these resources in place, the applicant proposes to maintain the basement parking garage within the existing building and strongly encourage multimodal transportation, aligning itself with the City's many transportation and sustainability goals.

EXISTING PARKING DESCRIPTION

The existing site provides a total of 117 parking spaces beneath the existing 400-bedroom apartment building. The site was permitted for 109 parking spaces in the existing garage but was restriped for 117 spaces at a later date. The alley to the northeast of the building provides access to the parking garage. The entry door is key card protected. A parking study of the existing building at 132 Marginal Way was conducted on July 11, 2019. Vehicle parking counts from 6:00am, 10:00am, 5:00pm, and 8:00pm revealed a maximum occupancy of 46 out of the available 117 spaces.

PROJECTED PARKING DEMAND

A preliminary parking assessment was conducted in July 2019 to estimate the parking demand for the proposed project. A baseline estimate was calculated using demand data outlined in the Institute of Transportation Engineers "PARKING GENERATION" (5th Edition) publication. An average peak parking demand was found using the 0.48 spaces/bedroom rate identified by the Institute of Transportation Engineers (ITE). At this rate, the demand for the proposed project is 128 spaces for a typical weekday condition. See the table below.

Proposed Use	Unit Size	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Requirements
Residential Apartment	4 studio, 1-bedroom units	4 bedrooms	0.48	2 spaces
Residential Apartment	90 smaller 1-bedroom units	90 bedrooms	0.48	43 spaces
Residential Apartment	51 larger 1-bedroom units	51 bedrooms	0.48	24 spaces
Residential Apartment	42 2-bedroom units	84 bedrooms	0.48	40 spaces

Residential Apartment	10 4-bedroom units	40 bedrooms	0.48	19 spaces
TOTAL	**197 Apartment Units**	**269 bedrooms**	-	**128 spaces**

The ITE estimation was compared with City of Portland parking data gathered at an existing apartment building similar in size and use to the proposed project. The multi-story apartment building at 667 Congress is comprised of 139-units, totaling 147-bedrooms, including: (34) efficiency units, (97) 1-bedroom units, and (8) 2-bedroom units. The survey included four observation periods: 6:00am, 10:00am, 5:00pm, and 8:00pm. Of the four observations, 6:00am found the highest demand ratio with 66 of the 80 available spaces occupied. The resulting peak parking demand for 667 Congress St was 0.44 spaces/bedroom. Parking at this location is unbundled from the unit rent, furthermore tenants may contract separately for additional parking at 699 Congress St.

Both estimates, from ITE and the comparable Congress St apartment data, result in significantly higher ratios than the existing site, which provides 0.29 spaces/bedroom (117 spaces / 400 bedrooms). However, this could be due to seasonal variations.

Location / Reference	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Existing Development at 132 Marginal Way	400 bedrooms	0.29	117 spaces
Comparable Building at 667 Congress St	147 bedrooms	0.44	80 spaces
Institute of Transportation Engineers Estimate	269 bedrooms	0.48	128 spaces

From the above table, the conservative estimate for parking demand is the ITE 0.48 spaces/bedroom. Accordingly, to estimate the average peak parking demand for the proposed project at 132 Marginal Way, we use the ITE parking space total as a baseline value. The applicant proposes maintaining the 117 parking spaces on site, leasing 15 additional spaces from an adjacent parking garage, and utilizing several other trip reduction strategies to adequately serve the proposed redevelopment.

Location	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Proposed Redevelopment at 132 Marginal Way	269 bedrooms	0.49	117 spaces +15 leased spaces 132 Total Spaces

PARKING AND TRIP REDUCTION STRATEGIES

Although the existing building and parking garage at 132 Marginal Way does not have a TDM plan, many of the trip reduction strategies are already in place. The proposed and existing strategies to be utilized in this Traffic Demand Management Plan are summarized below.

Unbundling Rent and Parking Fees:

As the primary incentive to reduce parking demand, the applicant proposes to unbundle rent and parking. 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 Access:

The applicant proposes abundant bicycle parking both internally, in a storage room specifically for bicycles, and externally on existing racks. 50 bicycle parking spaces will be provided in the internal bike storage room using wall or floor mounted racks of Dero (or approved equivalent) design. The 3 existing bicycle racks along the Marginal Way frontage will remain, providing 6 additional parking spaces for both tenants and the general public.

Scooter / Motorcycle Parking:

The applicant intends to support scooter and motorcycle use by providing motorcycle-specific parking spaces, as shown on subdivision plat.

METRO Bus Service Access:

A covered transit station is currently located in front of the existing building and will remain for the proposed project. The station provides sheltered access to one of the METRO's bus route stops along Marginal Way. Information on the METRO's bus routes and schedule will be posted throughout the building.

Pedestrian Access:

An extensive system of well-maintained sidewalks surrounds the site, connecting the existing building with the many proximity businesses the peninsula has to offer. A cross walk located in front of the existing building's main entrance provides pedestrians with convenient passage across Marginal Way. The existing crosswalk is identified with signage as well as a flashing pedestrian beacon. The applicant will also be providing signage throughout the building that identifies destination locations within walking distance of the site (i.e. the nearby Back Cove Park, Back Cove Trail, Deering Oaks Park, Portland Farmers Market, etc.).

Shared Mobility Program:

The applicant is currently exploring the potential for a shared-use vehicle program.

Offsite Lease:

The applicant intends to enter in an off-site lease with the adjacent 84 Marginal Way, currently owned by InterMed, P.A. The lease would cover 15 parking spaces, bringing the available total to 132 parking spaces (4 more spaces than the 128 spaces estimated by ITE).

MONITORING PLAN

Continued monitoring of the TDM plan will ensure the program operates as intended. To adequately keep track of this progress, a TDM Coordinator has been identified. The applicant designates Jennifer Munroe, the current property manager for 82 Hanover St, as the TDM Coordinator for the proposed project.

Responsibilities of the TDM coordinator include:

- general oversight and promotion of the TDM plan,
- implementation and adjustment of the plan as necessary,
- develop new strategies to improve the plan to ensure transportation needs are met,
- produce an annual report to meet the City's monitoring requirements per section 1.13.7 of the City of Portland Technical Manual.

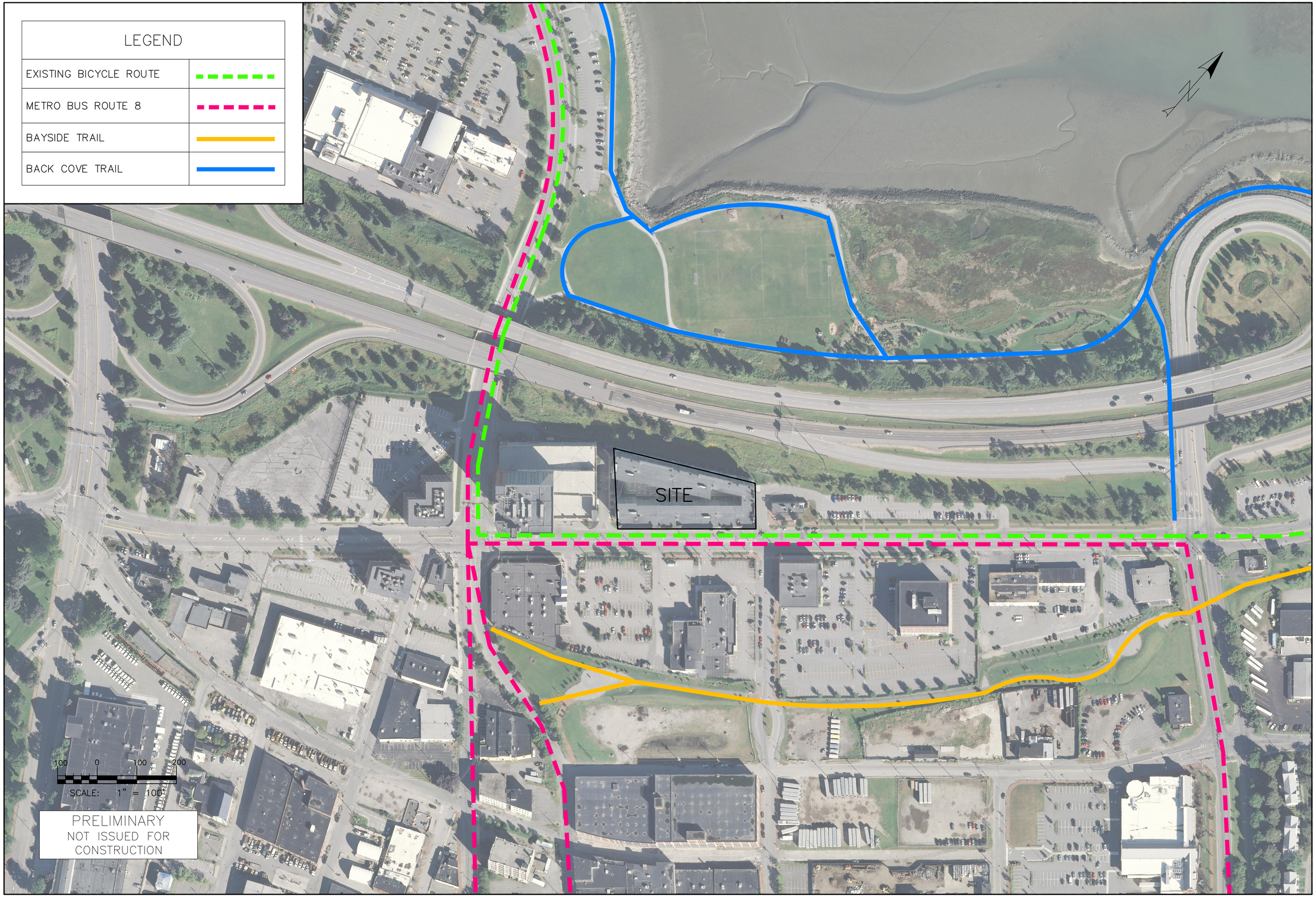
ATTACHMENTS

A. Multi-modal Context Map for 132 Marginal Way

B. Bicycle Storage Exhibit

Attachment A

Multi-modal Context Map for 132 Marginal Way



ISSUED FOR	BY	DATE
TDM PLAN	WHS	8/3/19

DRAWING NAME: MULTIMODAL TRANSPORTATION EXHIBIT

PROJECT NAME: BAYSIDE VILLAGE

CLIENT: TOM WATSON & CO.
PORTLAND, ME

ACORN ENGINEERING, INC.

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.

ACORN ENGINEERING, INC.
65 HANOVER ST, PORTLAND MAINE 04101
(207) 775-2655

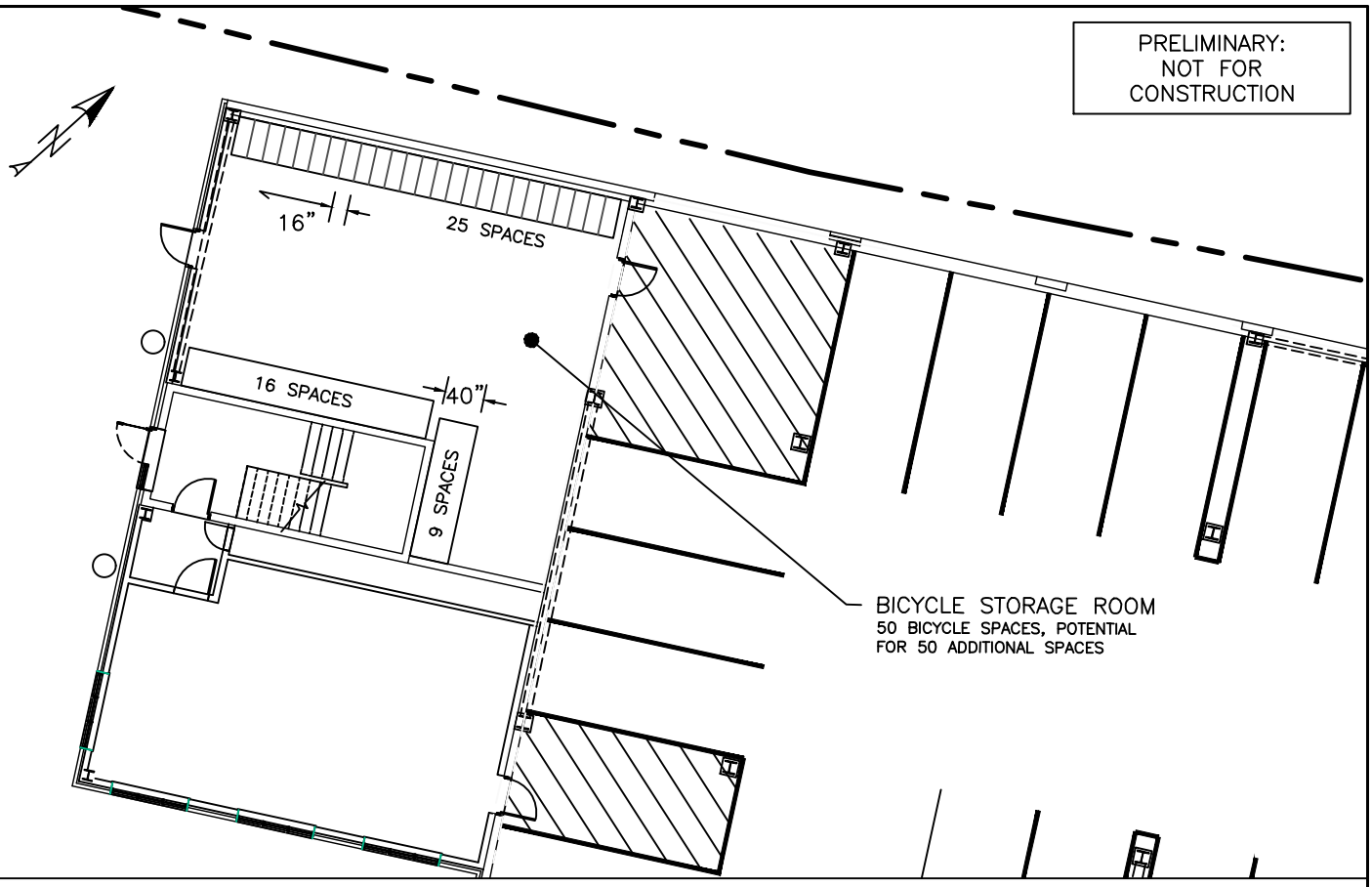
FILE:	1093.8_CIVIL
JN:	1093.8
SCALE:	AS NOTED
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

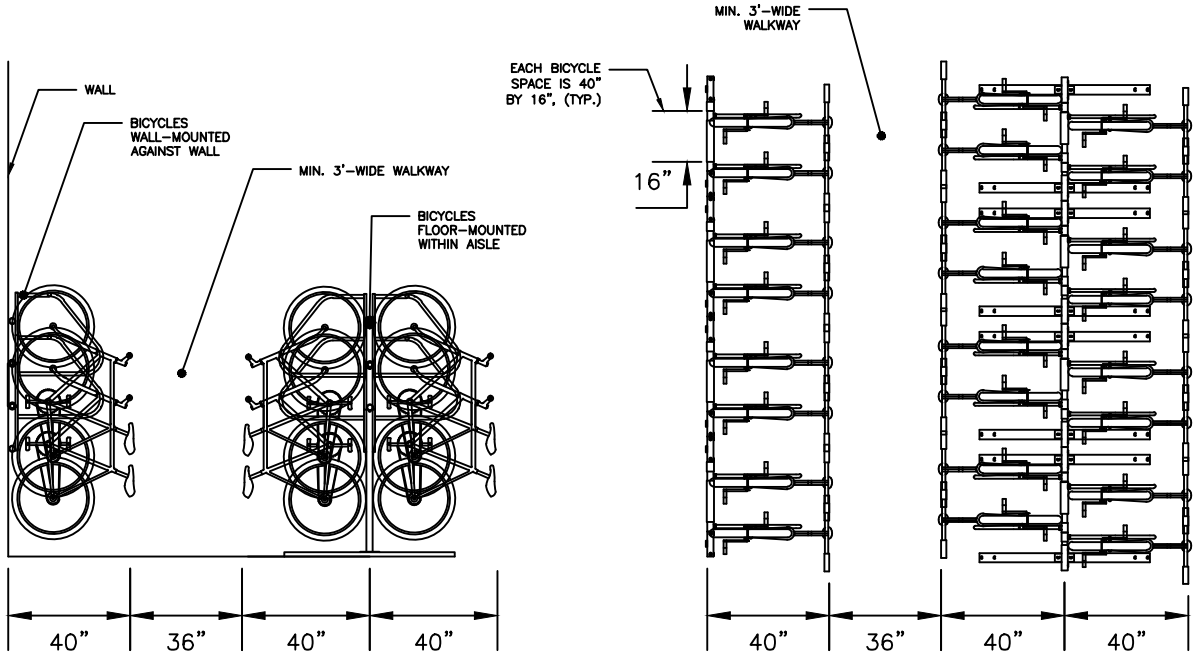
DRAWING NO.
EX.

Attachment B

Bicycle Storage Exhibit

PRELIMINARY:
NOT FOR
CONSTRUCTION





BICYCLE RACK INTERIOR

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.
EX-2

FILE:	1093.8_CIVIL
DATE:	8/6/19
JN:	1093.8
SCALE:	NTS
DESIGN BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
BICYCLE STORAGE EXHIBIT

PROJECT NAME:
BAYSIDE VILLAGE

CLIENT:
TOM WATSON & CO.
PORTLAND, ME

ISSUED FOR	BY DATE
TDM	WHS 8/6/19

Q. Construction Management Narrative

Project Address: 132 Marginal Way

Project Description:

The proposed project includes the renovation of the existing 100-unit building into 196 units. There is no exterior work proposed.

Project Team Summary:

Owner:	Tom Watson & Co., LLC
General Contractor:	TBD
Civil Engineer:	Acorn Engineering, Inc.
Architect:	Ryan Senatore Architecture

The Owner/GC and all subcontractors will work with the City of Portland and adjacent landowners to minimize any project impacts.

The GC will remain responsible for enforcement of all compliance with 1) all contract plans and specifications in their scope of work and 2) all site working conditions and safety requirements, day and night, for both persons and property, in each case for the duration of their work. These include OSHA, NIOSH, U.S. EPA, local ordinance and any other applicable governmental regulations. Both the Owner/GC and any subcontractors will remain responsible for safeguarding the general public.

The GC shall review all permits and conditions associated with the project.

The following outline has been developed in accordance with the City of Portland Construction Management Plan General Template and shall be referenced by the GC during construction.

A. Construction Management Principles

The control of noise, vibrations, ground movement, truck traffic, and other construction related factors will be of utmost importance. Care shall be taken to minimize these effects in the best interest of neighbors and the general public. GC to ensure that work hours conform to the City of Portland's Ordinance.

B. Development Review of Construction Management Plan

Logistics and safety program shall be submitted at or prior to the preconstruction meeting by the GC with all pertinent information required by the Maine Department of Transportation's Traffic Control Plan Standard Specification 652.3.3.

C. Performance Guarantees, Inspection Fees, Preconstruction Meeting, and Permits

Guarantees and fees will be paid at the time of the respective application. Sections 14-530

and 13-532 will be complied with all necessary permits will be obtained prior to work.

1. Street Opening and Street Occupancy Permits:

   Required permits regarding street opening and occupancy will be obtained from the Department of Public Works. The requests shall conform to the approved Construction Management Plan.

2. Blasting:

   Although not anticipated, if blasting occurs, it shall conform to Article VIII. In Chapter 14 of the City Code and Section 3.7 in the City's Technical Manual.

3. Building Code:

   Employ the best practices, as applicable, of Chapter 33 Safeguards During Construction, from the 2009 International Building Code.

D. Construction Administration and Communication

The Contractor will work closely with adjacent abutters, businesses, and all parties informed, as far in advance as possible, of scheduled work, particularly work anticipated to cause significant noise, vibrations, or dust. Communication in order to comply with all agreements, ordinances, and special permits will be of the utmost importance. Contractor contact information shall be posted on a sign on the construction fence along the Marginal Way frontage. Additional signage necessary for communication shall be provided, but will be temporary and removed upon completion of the project. The contract information for the project personnel is:

Tom Watson, Owner
Tom Watson & Co.
(207)

GC and Subcontractor information will be posted along the Marginal Way frontage once contracted.

E. Construction Schedule

The GC shall submit a construction timeline at or prior to the preconstruction meeting. Construction may occur during the daytime hours as defined in Section 17-18 of the Construction Activities for Building permit and City Code Section 25-129, Noise, dust and debris. Between September 1 and May 31, the following year, no person shall engage in construction activities generating noise exceeding 50 decibels, between the hours of 7 pm and 7 am of the following day within 500 feet of any buildings. From June 1 to August 31, construction activity may continue until 8 pm. No construction activity shall begin before 8 am on a Saturday, Sunday, or legal holiday. Extended hours or night work may be requested for special circumstances and street utility work if needed. These requests will be subject to approval by the Public Works Authority.

Due to the limited space within the project parcel, deliveries will need to be stored in an

alternate location or deliveries must be small enough to fit within the property. Deliveries will be scheduled between 7 am and 5 pm.

The estimated timeframe of the proposed project is outlined below:

Project Start Date:	Summer 2019
Project End Date:	Spring 2020

A more detailed work schedule shall be provided by the GC at or before the pre-construction meeting with the City.

F. Security

1. The Construction Management Plan, Sheet C-03, depicts all proposed fencing and other barriers, with the intent of separating pedestrian and vehicle circulation from the construction site. Construction entrances per detail shall be installed.

2. Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 1 Chapter 16. *Safeguarding Construction, Alteration, and Demolition Operations.*

3. Fire Safety Program: Prior to construction, an overall construction and demolition fire safety program shall be developed. Essential items to be emphasized include the following:
    - Good Housekeeping
    - On-site security
    - Installation of new fire protection systems as construction progresses
    - Preservation of existing systems during demolition
    - Organization and training of an on-site fire brigade
    - Development of a pre-fire plan with the local fire department
    - Rapid communication
    - Consideration of special hazards resulting from previous occupancies
    - Protection of existing structures and equipment from exposure fires resulting from construction, alteration, and demolition operations.

4. Blasting, if required, shall conform with all measures of Article VIII. Regulation of Explosives in the Land Use Code and Section 3.7 Standards for Blasting and Regulation of Explosives in Portland's Technical Manual.

5. Temporary security lighting shall be shown on the Construction Management Plan, and all fixtures shall be full cutoffs.

G. Construction Permitting and Traffic Control Plans

1. Construction Activity in Public Streets

    Construction activity in the public right-of-way shall be compliant with Chapter 25 Article VII of the City Code. At no time will it be permissible for construction activity including delivery vehicle to close or block streets or affect public safety access without prior notice and approval of the Department of Public Works.

2. Sewer and Stormwater

   Sewer and stormwater system connections are controlled by Chapters 24 and 32 of the City code of Ordinance. Required permits for new connections and/or abandonment of existing connections are available through the Street Opening Clerk at the Department of Public Works. Rules and Regulations for these utility systems are available through the City Engineer's office of the Department of Public Works and in Section II of the Technical Manual. There are no anticipated connections.

3. Traffic Control Plans

   Construction activity that impacts the existing public street system must be controlled to protect the safety of the construction workers and all modes of the traveling public. The contractor shall submit a satisfactory "Maintenance of Traffic" (MOT) plan prior to any street opening permit approval. This document shall contain all pertinent information from the Maine Department of Transportation's Traffic Control Plan Standard Specification 652.3.3.

   The MOT will address the work required for utility connections in Marginal Way. Traffic will be channelized utilizing drums and cones. Proper signage will be installed prior to the through work zone. Alternating traffic will be controlled with flaggers. Trenches will be patched with pavement daily.

   The MOT plan shall provide for the safe passage of the public through or along the construction work zone. It may be permissible to close a portion of Marginal Way during utility connections and/or detour a mode of traffic when absolutely necessary for safety. All requests shall be subject to City approval. MOT plans shall employ the appropriate techniques and devices as called for in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). In addition:

   - Construction speed signing may be used as needed to slow traffic.
   - Traffic Control signs shall not be placed where they would create any obstructions to bicycles or pedestrians.
   - Flaggers will be utilized when necessary.

   All existing modes of travel in the work zone area shall be accommodated if impacted by the activity. The safe passage of pedestrians, bicyclists, transit providers, and motorists are of equal importance when planning and laying out the work zone; no pre-existing travel mode may be eliminated without the express approval of the Department of Public Works. The MOT should also address on-street parking impacts, including deliveries and parking for adjoining businesses and property owners, analysis of roadway capacity or diversion capacity if street closure or change to roadway capacity is required, and coordination with other on-going or future construction or utility projects in the vicinity.

   - Traffic control bicycle and pedestrian facilities or routes through work zones shall be maintained until the bicycle and pedestrian facilities or routes are ready for safe operation. Traffic control will not be removed to allow auto travel at the expense of bicycle and pedestrians.

- Barrier systems utilized to separate the construction activity from the public street and /or sidewalk shall not inhibit sight distances, particularly for visibility of pedestrians and bicyclists.
- ADA compliance in all capacities shall be maintained.

The blockage of any portion of sidewalk for the purpose of construction activity shall require an occupancy permit and appropriate fee as assessed by the Department of Public Works.

H. Site Management and Controls

1. Regular trash and debris shall be managed appropriately and its removal shall comply with all local, state, and federal regulations.

2. Street cleaning and sweeping shall be followed as outlined in the erosion and sedimentation control notes and report. Damage to the street shall be avoided and shall be the responsibility of the contractor.

3. Dust shall be controlled and shall comply with Section 25-129 and the erosion and sedimentation control notes, plan, and details.

4. Noise shall be controlled and shall comply with Section 17-18 and Section 25-129.

5. Rodent Control shall be provided, if applicable, by a professional exterminator and shall be consistent with Chapter 22 of the City Code.

6. Snow and Ice Removal shall be provided. Pursuant to Section 25-173, the Contractor shall ensure a safe means of travel within the work zone by the following steps:

    a. Snow/ice removal or commence automatically from 1" or greater of snow or ice
    b. Remove snow as needed within the work zone, including parking spaces. Driveways and site lines shall not be blocked by piles of snow.
    c. Clear all walks and ramps within the work zone
    d. Sand or salt as needed
    e. Clear all basin or drainage to help snow melt
    f. The above steps shall be carried out Sunday-Saturday including holidays.

I. Erosion & Sedimentation Control

1. The Contractor shall install all erosion and sedimentation controls as depicted on the approved Construction Management Plan, C-03, and the approved erosion and sedimentation control report, prior to the pre-construction meeting for inspection by the City. The Contractor shall regularly inspect the control measures, no less than weekly and after storm events (0.5" or more in 24 hours). Additionally, temporary or permanent stormwater management systems shall be inspected and maintained to ensure working order. The Contractor shall document all inspection activities and corrective actions and be prepared to provide these documents for inspection by the City, Maine Department of Environmental Protection (MDEP) or the U.S. Environmental Protection Agency (EPA) upon request.

2. Due to the existing sparse landscaping on site, no protection during construction will be necessary.

3. Stored materials shall be identified and avoid being located under/near trees.

J. Construction Staging Area

1. The Contractor shall submit a plan with locations depicted for the location of material staging areas, the location of on-site temporary construction trailers, the location of on-site truck delivery holding areas, the location of on-site truck washing stations, masonry mixing stations, the general location of the construction security fence and the general location of temporary construction dumpsters. This plan shall be submitted at or prior to the pre-construction meeting. Any open storage areas shall be shown on the plan.

2. Delivery Truck Holding Areas On-Site: The majority of materials delivered to the site will be scheduled such that they are able to be off-loaded immediately. On days when the construction activities require multiple truck deliveries, these deliveries will be carefully scheduled so that there is always adequate on-site area for the holding of trucks until they can be unloaded. Once at the site all vehicles will be brought within the fence line and will make every attempt to avoid queuing on public streets. If, for any reason, on-site holding of trucks is not feasible, an off-site location must be designated and shown on the submitted plan referenced above in J.1.

3. All deliveries for materials shall comply with the City's noise requirements.

K. Parking During Construction

1. Adequate parking for construction workers shall be provided on site or arrangements for off-street parking at an off-site location shall be provided.

2. Truck Routes and Volumes: Minimal truck routes/deliveries anticipated.

L. Special Measures as Necessary

No special measures are necessary for the proposed reconstruction.

R. Solid Waste Disposal

Solid waste management will continue to function as it currently does – through the use of a private hauler accessing the enclosed dumpster structure on the northeast side of the existing building.

Att. S

Traffic Solutions
William J. Bray, P.E.
17 Mountview Drive
Gorham, ME 04038
(207) 400-6890
trafficsolutions@maine.rr.com

July 17, 2019

Preliminary Parking Assessment
Proposed
"132 Marginal Way"

INTRODUCTION

Tom Watson & Company are proposing re-development of the existing mixed-use building located at 132 Marginal Way. The existing site is located in the City's B-7 Mixed Development District Zone. The proposed re-development project converts the existing 100 four-bedroom residential apartment complex into a more diverse mix of apartment units that includes: (4) studio units, (90) smaller 1-bedroom units, (51) larger 1-bedroom units, (42) 2-bedroom units and (10) 4-bedroom units for a combined total of 197 residential apartment units. The Applicant proposes to retain the two existing retail units located along the first floor of the building with re-development of the existing mixed-use building.

A total of 117 parking spaces located in the garage under the site building are available to meet the parking demand requirements of the building tenants. Access to the parking structure is provided through a "keyed-door" driveway entrance located in the alley between the Miss Portland Diner and the 132 Marginal Way building. The Applicant is proposing to "de-couple" the cost of parking from the monthly unit rental payment to encourage other modes of travel at the apartment complex.

This document provides a determination of the "*average*" peak parking demand requirements of the proposed residential apartment project based upon national parking trends presented in the most current 5th edition of the Institute of Transportation Engineers "**PARKING GENERATION**" publication. A parking survey was conducted at an existing residential apartment building located in Portland to affirm the applicability of the national trends in predicting the parking requirements of the proposed residential apartment project. A secondary parking survey was also performed at the existing 132 Marginal Way apartment building to establish existing parking usage rates at the site.

PARKING DEMAND

National parking demand data presented in the 5th Edition of the Institute of Transportation Engineers (ITE) "**PARKING GENERATION**" publication is typically the instrument used in estimating the actual parking demand of a development site. The 5th edition, which was published in January 2019, represents the most current copy of the noted ITE document. The ITE manual provides "*average*" peak parking demand rates for

more than 100 land-use categories including: residential, lodging, recreational, institutional, medical, retail, office, services, etc.

The "*average*" peak parking demand requirements of the proposed "132 Marginal Way" multi-use re-development project was estimated based upon the following projected residential apartment unit mix:

- *(4) Studio Units*
- *(90) Smaller 1-bedroom units*
- *(51) larger 1-bedroom units*
- *(42) 2- bedroom units*
- *(10) 4-bedrrom units*
- *Total Units = 197; Total Bedrooms =269*

Note: parking requirements of the two existing retail units remain unchanged from existing pre-development conditions, therefore, parking demand requirements were not projected for the existing retail units.

Table 1 provides a projection of the "*average*" peak parking demand requirement for the proposed 132 Marginal Way re-development project, for a typical weekday condition.

Table 1
"Peak" Parking Demand Determination Summary
For
"132 Marginal Way
Residential Apartments"
(Weekday Condition)

Proposed Use	Unit Size	Total Bedrooms	Land-Use Code	Parking Space Rate	Parking Space Requirements
Residential Apartments	(4) studio units one-bedroom units	4 bedrooms	LUC 221	0.48 spaces/bedroom	2 spaces
Residential Apartments	(90) smaller 1-bedroom units	90 bedrooms	LUC 221	0.48 spaces/bedroom	43 spaces
Residential Apartments	(51) larger 1-bedroom units	51 bedrooms	LUC 221	0.48 spaces/bedroom	24 spaces
Residential Apartments	(42) 2-bedroom units	84 bedrooms	LUC 221	0.48 spaces/bedroom	40 spaces
Residential Apartments	(10) 2-bedroom units	40 bedrooms	LUC 221	0.48 spaces/bedroom	19 spaces
TOTAL	**197 Apartment Units**	**269 bedrooms**	-	-	**128 spaces**

The "*average*" peak parking demand requirement of the proposed 132 Marginal Way re-development project is estimated at 128 spaces for a typical weekday condition.

COMPARATIVE CITY OF PORTLAND PARKING DATA

Parking utilization data was gathered at the existing 667 Congress Street 139-unit apartment building on July 10, 2019 to establish local parking demand trends for a similar size multi-story apartment building. Parking counts were collected at 6:00 a.m., 10:00 a.m., 5:00 p.m. and 8:00 p.m. with the results of the survey highlighted in Table 2 as follows:

Table 2
Parking Utilization Study Summary
(667 Congress Street Apartment Buildings)

Apartment Location	Number of Apartment Units	Number of Bedrooms	Time Period/Parking Counts			
			6:00AM	10:00AM	5:00PM	8:00PM
667 Congress Street	139 apartment units	147 beds	66 vehicles	39 vehicles	37 vehicles	57 vehicles
Parking Space Rate/Bedroom	-	-	**0.44 spaces/bedroom**	**0.26 spaces/bedroom**	**0.25 spaces/bedroom**	**0.39 spaces/bedroom**

The existing 667 Congress Street apartment building has a total of 139 apartment units that includes (34) efficiency units, (97) 1-bedroom units and (8) 2-bedroom unit mix, results in a total of 147 bedrooms. A total of 83 parking spaces are provided on-site with 3 spaces reserved for Joe's Smoke Shop leaving a balance of 80 spaces reserved for building tenants.

The results of the survey show a total of 66 of the 80 parking spaces were occupied at 6:00 a.m. and a descending number of spaces were occupied during the remaining three noted time periods with a total of 39 spaces occupied at 10:00 a.m., 37 spaces at 5:00 p.m. and 57 spaces at 8:00 p.m. Peak parking demand ratios were determined for each of the four study times. The highest parking ratio of **0.44** spaces/bedroom occurs at 6:00 a.m. with lower values calculated for the remaining hourly time periods.

The peak parking demand value of 0.44 spaces per bedroom measured at the 667 Congress Street apartment building compares very closely with the national parking demand value of 0.48 spaces per bedroom. Accordingly, the peak parking demand requirement of the proposed 132 Marginal Way apartment building is based upon the higher national parking demand rate of **0.48** spaces per bedroom unit, which results in a total parking space requirement of **128** spaces.

EXISTING PARKING TRENDS - 132 MARGINAL WAY

A limited parking occupancy survey was conducted at the 132 Marginal Way apartment building to determine existing tenant parking trends. Vehicle parking counts were recorded at 6:00 a.m., 10:00 a.m., 5:00 p.m. and 8:00 p.m. on July 10, 2019 within the 117-space parking garage located under the apartment building at 132 Marginal Way. The results show a total of 46 vehicles were counted at 6:00 a.m., 31 vehicles at 10:00 a.m., 21 vehicles at 5:00 p.m. and 33 vehicles at 8:00 p.m. The existing apartment building with a total of (100) 4-bedroom units has a total of 400 bedrooms. The resulting peak parking demand of the existing apartment building, during each of the four noted time periods, is considerably lower than the national parking demand rate of 0.48 spaces per bedroom unit and the peak parking rate per bedroom of 0.44 measured at the 667 Congress Street apartment building. The highest parking rate, which occurred at 6:00 a.m. was 0.12 spaces per bedroom. Several factors may create the sharp difference in parking rate information, including number of unit vacancies, tenant mix, income levels, etc.

PARKING SUPPLY

The Applicant proposes to satisfy the peak parking demand requirements of the proposed 132 Marginal Way site with a combination of the following parking supply options:

- 117 on-site parking spaces

- U-Share Parking Program
- Payment of City in-lieu fee and/or
- Off-site parking lease

SUMMARY

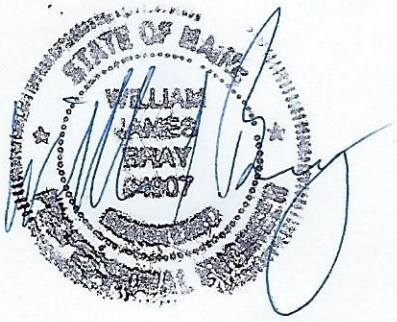
1. The proposed re-development of the existing 132 Marginal Way multi-story apartment building replaces the existing (100) four-bedroom residential apartments with a more diverse mix of apartment units that includes: (4) studio units, (90) smaller 1-bedroom units, (51) larger 1-bedroom units, (42) 2-bedroom units and (10) 4-bedroom units for a combined total of 197 residential apartment units.

2. National peak parking demand rates presented in the most current copy of the Institute of Transportations Engineers "**PARKING GENERATION**" publication suggests an apartment unit in a multi-story building generates a peak parking demand of 0.48 spaces per bedroom. The proposed 197 residential apartments will include a total of 269 bedrooms resulting in a peak parking demand forecast of 128 parking spaces.

3. A parking survey was conducted at the existing 667 Congress multi-story apartment building to establish a local parking demand metric unique to the peninsular section of the City of Portland. The existing 667 Congress Street apartment building, with a total of 139 apartment units, provides a total of 80 parking spaces for tenants of the building. The mix of apartment units yields a total of 147 bedrooms. The parking survey was conducted on July 10 during four time periods: 6:00 a.m., 10:00 a.m., 5:00 p.m. and 8:00 p.m. A total of 66 of the 80 parking spaces were found occupied at 6:00 a.m. and lower occupancy values were recorded for the remaining three study times. The local peak parking demand rate measured at the 667 Congress Street apartment building is 0.44 spaces per unit (66 occupied spaces ÷ 147 bedrooms = 0.44 spaces per bedroom.)

4. Traffic Solutions has applied the higher national peak parking demand rate of 0.48 spaces/bedroom in determining the peak parking demand requirements of the proposed apartment project, which results in a parking requirement of 128 spaces.

5. The Applicant will meet the peak parking demand requirements of the proposed apartment project based upon an undetermined combination of the following parking supply options:
    a. 117 on-site parking spaces
    b. U-Share Parking Program
    c. City's In-Lieu Parking Fee
    d. Off-Site Parking Leases



ACORN ENGINEERING, INC.

PRELIMINARY TRAFFIC DEMAND MANAGEMENT PLAN

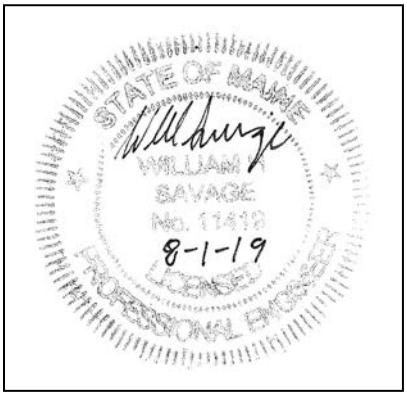
Bayside Village
132 Marginal Way, Portland

Prepared For:

Tom Watson & Co.
82 Hanover Street
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
65 Hanover Street
Portland, Maine 04101



August 2019

SUMMARY

The proposed project is location along 132 Marginal Way, within the B-7 Mixed Development District Zone in Portland, Maine. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes, all renovation will be contained within the existing exterior building shell. The proposed design includes a mix of approximately 90 smaller 1-bedroom units, 51 larger one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 192 units. The two retail units along the first floor will remain.

The location of the proposed re-development offers a variety of multi-modal transportation opportunities, many of which are existing and already in use by the community at large. The project location provides central access to both Franklin Street and Forest Avenue connections with Interstate 295 North and South for automobile transportation. A well-maintained sidewalk and cross walk with flashing pedestrian beacon provide access to the many nearby businesses and destinations. An existing bus station along the Marginal Way frontage provides the community with sheltered access to the METRO bus service. Additionally, Marginal Way is already set up to provide convenient transit for bicyclists with its designated bike lane. With these resources in place, the applicant proposes to maintain the basement parking garage within the existing building and strongly encourage multimodal transportation, aligning itself with the City's many transportation and sustainability goals.

EXISTING PARKING DESCRIPTION

The existing site provides a total of 117 parking spaces beneath the existing 400-bedroom apartment building. The site was permitted for 109 parking spaces in the existing garage but was restriped for 117 spaces at a later date. The alley to the northeast of the building provides access to the parking garage. The entry door is key card protected. A parking study of the existing building at 132 Marginal Way was conducted on July 11, 2019. Vehicle parking counts from 6:00am, 10:00am, 5:00pm, and 8:00pm revealed a maximum occupancy of 46 out of the available 117 spaces.

PROJECTED PARKING DEMAND

A preliminary parking assessment was conducted in July 2019 to estimate the parking demand for the proposed project. A baseline estimate was calculated using demand data outlined in the Institute of Transportation Engineers "PARKING GENERATION" (5th Edition) publication. An average peak parking demand was found using the 0.48 spaces/bedroom rate identified by the Institute of Transportation Engineers (ITE). At this rate, the demand for the proposed project is 128 spaces for a typical weekday condition. See the table below.

Proposed Use	Unit Size	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Requirements
Residential Apartment	4 studio, 1-bedroom units	4 bedrooms	0.48	2 spaces
Residential Apartment	90 smaller 1-bedroom units	90 bedrooms	0.48	43 spaces
Residential Apartment	51 larger 1-bedroom units	51 bedrooms	0.48	24 spaces
Residential Apartment	42 2-bedroom units	84 bedrooms	0.48	40 spaces

Residential Apartment	10 4-bedroom units	40 bedrooms	0.48	19 spaces
TOTAL	**197 Apartment Units**	**269 bedrooms**	-	**128 spaces**

The ITE estimation was compared with City of Portland parking data gathered at an existing apartment building similar in size and use to the proposed project. The multi-story apartment building at 667 Congress is comprised of 139-units, totaling 147-bedrooms, including: (34) efficiency units, (97) 1-bedroom units, and (8) 2-bedroom units. The survey included four observation periods: 6:00am, 10:00am, 5:00pm, and 8:00pm. Of the four observations, 6:00am found the highest demand ratio with 66 of the 80 available spaces occupied. The resulting peak parking demand for 667 Congress St was 0.44 spaces/bedroom. Parking at this location is unbundled from the unit rent, furthermore tenants may contract separately for additional parking at 699 Congress St.

Both estimates, from ITE and the comparable Congress St apartment data, result in significantly higher ratios than the existing site, which provides 0.29 spaces/bedroom (117 spaces / 400 bedrooms). However, this could be due to seasonal variations.

Location / Reference	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Existing Development at 132 Marginal Way	400 bedrooms	0.29	117 spaces
Comparable Building at 667 Congress St	147 bedrooms	0.44	80 spaces
Institute of Transportation Engineers Estimate	269 bedrooms	0.48	128 spaces

From the above table, the conservative estimate for parking demand is the ITE 0.48 spaces/bedroom. Accordingly, to estimate the average peak parking demand for the proposed project at 132 Marginal Way, we use the ITE parking space total as a baseline value. The applicant proposes maintaining the 117 parking spaces on site, leasing 15 additional spaces from an adjacent parking garage, and utilizing several other trip reduction strategies to adequately serve the proposed redevelopment.

Location	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Proposed Redevelopment at 132 Marginal Way	269 bedrooms	0.49	117 spaces +15 leased spaces 132 Total Spaces

PARKING AND TRIP REDUCTION STRATEGIES

Although the existing building and parking garage at 132 Marginal Way does not have a TDM plan, many of the trip reduction strategies are already in place. The proposed and existing strategies to be utilized in this Traffic Demand Management Plan are summarized below.

Unbundling Rent and Parking Fees:

As the primary incentive to reduce parking demand, the applicant proposes to unbundle rent and parking. 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 Access:

The applicant proposes abundant bicycle parking both internally, in a storage room specifically for bicycles, and externally on existing racks. 50 bicycle parking spaces will be provided in the internal bike storage room using wall or floor mounted racks of Dero (or approved equivalent) design. The 3 existing bicycle racks along the Marginal Way frontage will remain, providing 6 additional parking spaces for both tenants and the general public.

Scooter / Motorcycle Parking:

The applicant intends to support scooter and motorcycle use by providing motorcycle-specific parking spaces, as shown on subdivision plat.

METRO Bus Service Access:

A covered transit station is currently located in front of the existing building and will remain for the proposed project. The station provides sheltered access to one of the METRO's bus route stops along Marginal Way. Information on the METRO's bus routes and schedule will be posted throughout the building.

Pedestrian Access:

An extensive system of well-maintained sidewalks surrounds the site, connecting the existing building with the many proximity businesses the peninsula has to offer. A cross walk located in front of the existing building's main entrance provides pedestrians with convenient passage across Marginal Way. The existing crosswalk is identified with signage as well as a flashing pedestrian beacon. The applicant will also be providing signage throughout the building that identifies destination locations within walking distance of the site (i.e. the nearby Back Cove Park, Back Cove Trail, Deering Oaks Park, Portland Farmers Market, etc.).

Shared Mobility Program:

The applicant is currently exploring the potential for a shared-use vehicle program.

Offsite Lease:

The applicant intends to enter in an off-site lease with the adjacent 84 Marginal Way, currently owned by InterMed, P.A. The lease would cover 15 parking spaces, bringing the available total to 132 parking spaces (4 more spaces than the 128 spaces estimated by ITE).

MONITORING PLAN

Continued monitoring of the TDM plan will ensure the program operates as intended. To adequately keep track of this progress, a TDM Coordinator has been identified. The applicant designates Jennifer Munroe, the current property manager for 82 Hanover St, as the TDM Coordinator for the proposed project.

Responsibilities of the TDM coordinator include:

- general oversight and promotion of the TDM plan,
- implementation and adjustment of the plan as necessary,
- develop new strategies to improve the plan to ensure transportation needs are met,
- produce an annual report to meet the City's monitoring requirements per section 1.13.7 of the City of Portland Technical Manual.

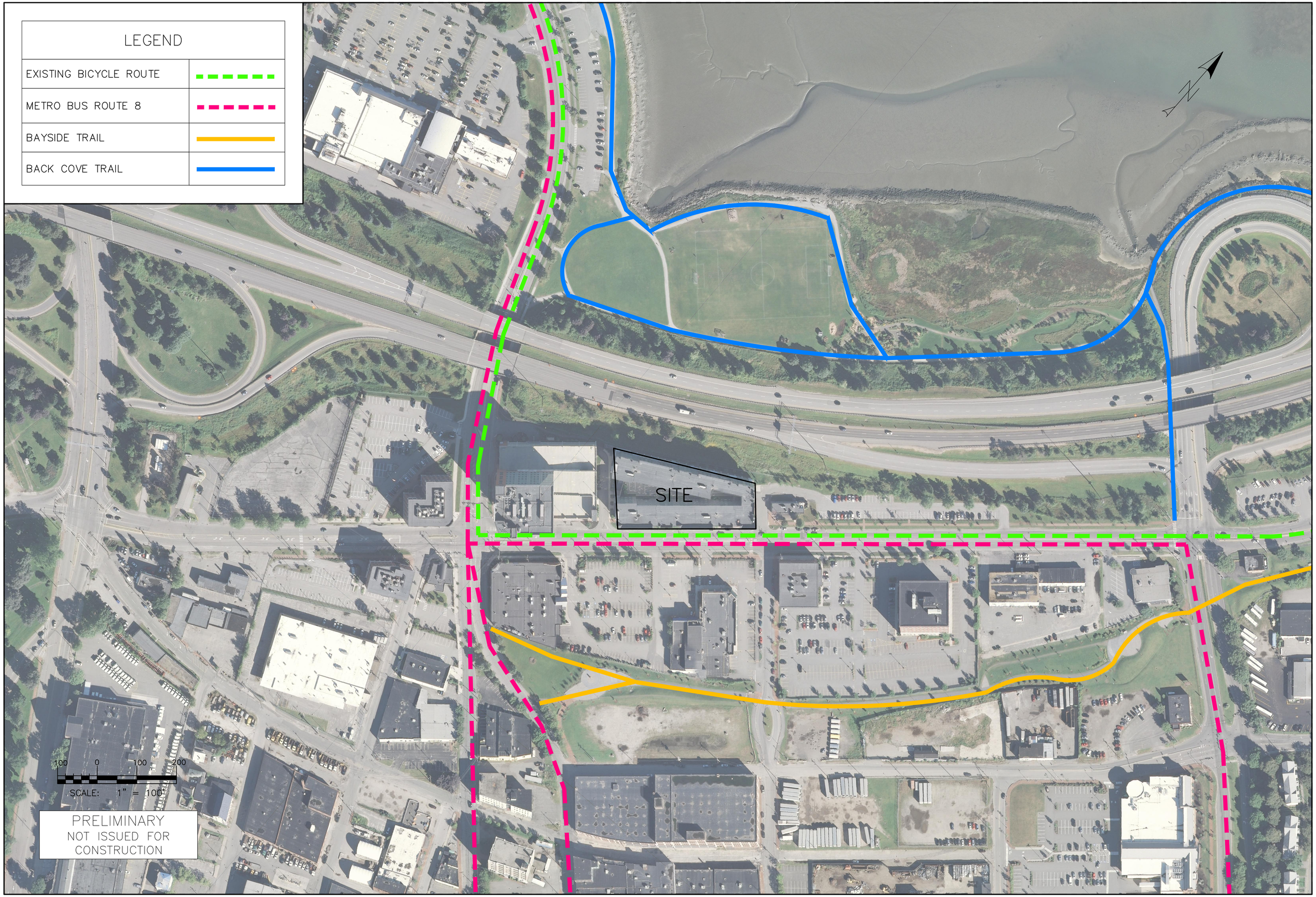
ATTACHMENTS

A. Multi-modal Context Map for 132 Marginal Way

B. Bicycle Storage Exhibit

Attachment A

Multi-modal Context Map for 132 Marginal Way



ISSUED FOR	BY	DATE
TDM PLAN	WHS	8/3/19

DRAWING NAME: MULTIMODAL TRANSPORTATION EXHIBIT

PROJECT NAME: BAYSIDE VILLAGE

CLIENT: TOM WATSON & CO. PORTLAND, ME

ACORN ENGINEERING, INC.

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.

ACORN ENGINEERING, INC.
65 HANOVER ST, PORTLAND MAINE 04101
(207) 775-2655

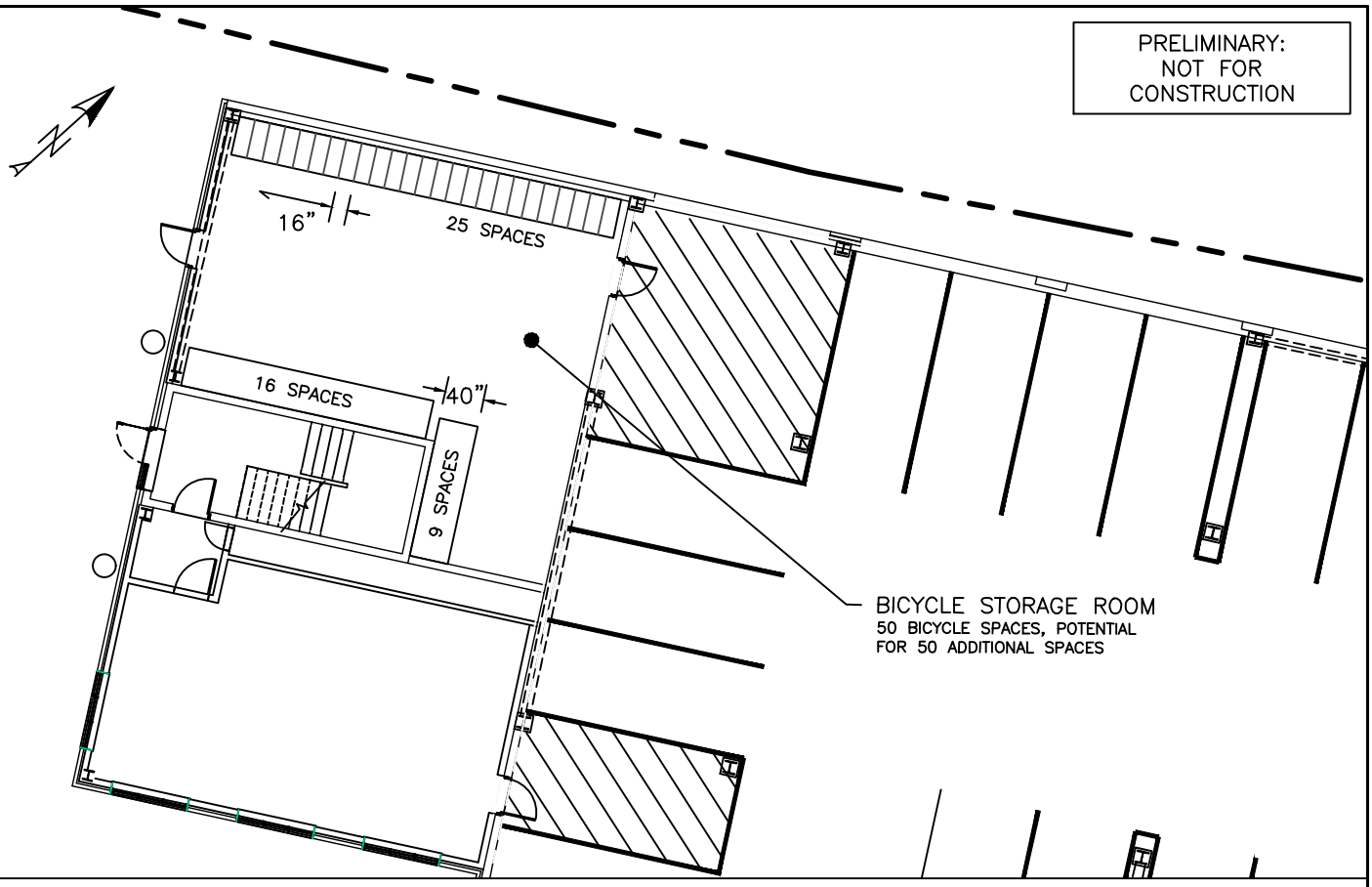
FILE:	1093.8_CIVIL
JN:	1093.8
SCALE:	AS NOTED
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

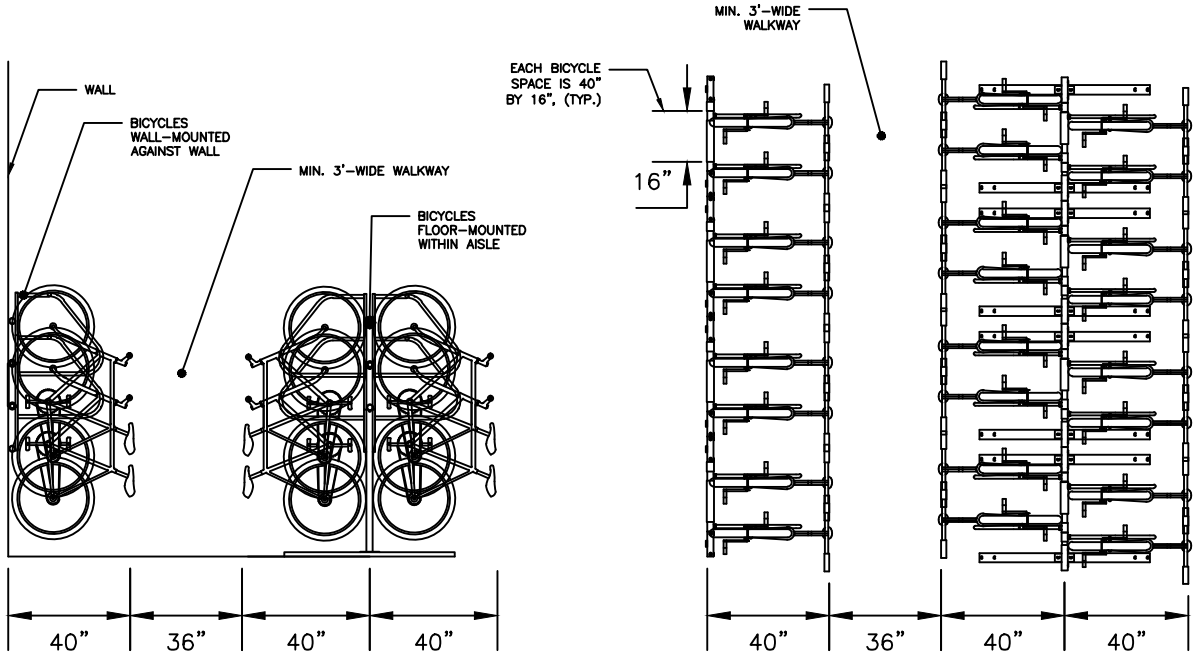
DRAWING NO.
EX.

Attachment B

Bicycle Storage Exhibit

PRELIMINARY:
NOT FOR
CONSTRUCTION





BICYCLE RACK INTERIOR

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.
EX-2

FILE:	1093.8_CIVIL
DATE:	8/6/19
JN:	1093.8
SCALE:	NTS
DESIGN BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
BICYCLE STORAGE EXHIBIT

PROJECT NAME:
BAYSIDE VILLAGE

CLIENT:
TOM WATSON & CO.
PORTLAND, ME

ISSUED FOR	BY DATE
TDM	WHS 8/6/19

ACORN ENGINEERING, INC.

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

July 11, 2019

Subject: Bayside Village Neighborhood Meeting

I, Will Savage, hereby certify that a neighborhood meeting was held on July 11, 2019 at the Port Property Management's Portland office at 5:30 pm.

I also certify that on July 2, 2019, 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,

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

Included with this certification are:

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

ACORN ENGINEERING, INC.

July 1, 2019

Dear Neighbor:

On behalf of Tom Watson and Co. we are pleased to invite you to a neighborhood meeting to discuss our plans for the proposed project at 132 Marginal Way within the B-7 zoning district. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units with a mix of one, two, and four-bedroom units for a total of 196 units. The proposed project will be contained within the existing exterior building shell and no site work is proposed.

Meeting Location: Port Property Management (PPM) – 82 Hanover St, Suite #5, Portland, ME 04101. Entrance to the PPM office is directly off the sidewalk on Hanover Street marked #5

Meeting Date: Thursday, July 11, 2019

Meeting Time: 5:30 p.m.

The City code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list" be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated, and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions regarding the neighborhood meeting, please don't hesitate to call me at 775–2655. We look forward to seeing you at the meeting.

Sincerely,

William H. Savage, P.E.
Acorn Engineering, Inc.

Bayside Village Redevelopment
Level III Site Plan/Subdivision Application

Neighborhood Meeting Minutes

July 11, 2019 / 5:30 pm
Port Property Office

Project Team Attendees:

Tom Watson (TW):	Developer/Presenter – (Port Property)
Will Savage (WS):	Civil Engineer/Presenter (Acorn Engineering)
Zachary Stevens (ZS):	Civil Engineer/Note Taker (Acorn Engineering)
Ryan Senatore (RS):	Architect/Presenter (Ryan Senatore Architecture)
Kathleen Nugent (KN):	Developer/Presenter (Port Property)

Meeting started at approximately 5:35 pm.

Presentation:

Tom Watson

- Developer and Applicant
- Based out of Portland
    - Introduced the project team
    - Bayside Village advertises as college dorm, when it's not. It's time to make the building more efficient and diversify the bedroom mix.

Will Savage:

- Neighborhood Meeting is a City requirement for a Level III Application.

- Sign In sheet is available for everyone which will become public record along with the meeting minutes
- Site is located along 132 Marginal Way and is connected to a UPS Retail Store and second retail store that was previously Quest Cycle.
- There is no proposed exterior site work with the exception of new patios on the second story courtyard. The work will be contained in the interior of the building shell within the exception of proposed balconies within the courtyard.
- The building is 5 stories with proposed 196 units vs. the existing 100.
- The 117 parking spaces for the 196 units equates to a 60% ratio.
- Acorn is familiar with the area and have completed projects in the vicinity such as 667 Congress Street with a 58% apartment to parking ratio which has been successful.
- Surrounding uses include Miss Portland Diner, Planet Fitness, Trader Joes, and Walgreens.
- Existing Bus stop
- Shared courtyard on second floor above parking garage.
- Existing parking will remain the same with 117 parking spaces.
- Proposed workforce housing equates to 20 units on-site.

Ryan Senatore:

- Overview of first floor parking garage
    - Existing parking area to remain
    - Bike storage as well as dog wash
- Overview of first floor
    - Brown coloring indicate quad rooms with two bathrooms and shared living space
    - Blue/Green indicate two bedroom units with one bathroom and shared living space
    - Tan indicates a single bedroom unit
- Similar floor plan as you move up the building
- Attached balconies for the non-street side units
- These new floor plans provide a more efficient building layout.
- Floor plans attached give the building multiple options for types of rooms, this is what renters want to see.

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. Q or C denotes Question or Comment from the Public.

Q: What is the ballpark rent?

TW: $1400 for small unit, $1500-$1600 for large ones and twos, $2900 for quads ($725/room).

Q: Does this rent include Parking?

TW: No, we have separated and decoupled the two.

WS: The parking coming at a cost will provide parking to people who need it rather than giving it away.

C: That sounds good, it's a dead building right now.

WS: This should not just be a place to drive to and sleep, the goal is to increase and promote neighborhood foot traffic.

C: It would be great to see some night life in this location.

Meeting concluded at approximately 5:50 pm.

The above-mentioned 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,

Zachary Stevens, E.I.
Civil Engineer
Acorn Engineering, Inc.
zstevens@acorn-engineering.com

ACORN ENGINEERING, INC.

PRELIMINARY TRANSPORTATION DEMAND MANAGEMENT PLAN

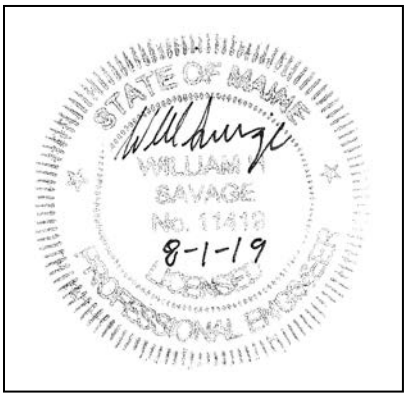
Bayside Village
132 Marginal Way, Portland

Prepared For:

Tom Watson & Co.
82 Hanover Street
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
65 Hanover Street
Portland, Maine 04101



August 2019

SUMMARY

The proposed project is location along 132 Marginal Way, within the B-7 Mixed Development District Zone in Portland, Maine. The project includes the conversion of 100 four-bedroom units into a greater diversity of housing units and bedroom mixes, all renovation will be contained within the existing exterior building shell. The proposed design includes a mix of approximately 90 smaller 1-bedroom units, 51 larger one-bedroom units, 42 two-bedroom units and 10 four-bedroom units for a total of 192 units. The two retail units along the first floor will remain.

The location of the proposed re-development offers a variety of multi-modal transportation opportunities, many of which are existing and already in use by the community at large. The project location provides central access to both Franklin Street and Forest Avenue connections with Interstate 295 North and South for automobile transportation. A well-maintained sidewalk and cross walk with flashing pedestrian beacon provide access to the many nearby businesses and destinations. An existing bus shelter along the Marginal Way frontage provides the community with sheltered access to potential future METRO bus service. Additionally, Marginal Way is already set up to provide convenient travel for bicyclists with its designated bike lane. With these resources in place, the applicant proposes to maintain the basement parking garage within the existing building and strongly encourage multimodal transportation, aligning itself with the City's many transportation and sustainability goals.

PURPOSE

This TDM aims to identify strategies to minimize parking demand and reduce automobile travel to and from the site. We begin by summarizing trends for existing apartment buildings at 132 Marginal Way and 667 Congress St, both similarly sized buildings to the proposed project. An estimate of parking demand for the proposed project can then be calculated using ratios of bedroom quantity and the resulting parking demand for a range of scenarios. This estimate allows us to evaluate the existing 132 Marginal Way parking-layout's ability to serve the proposed project. Finally, we identify methods to reduce parking demand and automobile travel and develop a monitoring plan to ensure that the reduction strategies adequately serve the proposed project.

EXISTING PARKING DESCRIPTION

The existing site provides a total of 117 parking spaces beneath the existing 400-bedroom apartment building. The site was permitted for 109 parking spaces in the existing garage but was restriped for 117 spaces at a later date. The alley to the northeast of the building provides access to the parking garage. The entry door is key card protected. A parking study of the existing building at 132 Marginal Way was conducted on July 11, 2019. Vehicle parking counts from 6:00am, 10:00am, 5:00pm, and 8:00pm revealed a maximum occupancy of 46 out of the available 117 spaces.

PROJECTED PARKING DEMAND

A preliminary parking assessment was conducted in July 2019 to estimate the parking demand for the proposed project. A baseline estimate was calculated using demand data outlined in the Institute of Transportation Engineers "PARKING GENERATION" (5th Edition) publication. An

average peak parking demand was found using the 0.48 spaces/bedroom rate identified by the Institute of Transportation Engineers (ITE). At this rate, the demand for the proposed project is 128 spaces for a typical weekday condition. See the table below.

Proposed Use	Unit Size	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Requirements
Residential Apartment	4 studio, 1-bedroom units	4 bedrooms	0.48	2 spaces
Residential Apartment	90 smaller 1-bedroom units	90 bedrooms	0.48	43 spaces
Residential Apartment	51 larger 1-bedroom units	51 bedrooms	0.48	24 spaces
Residential Apartment	42 2-bedroom units	84 bedrooms	0.48	40 spaces
Residential Apartment	10 4-bedroom units	40 bedrooms	0.48	19 spaces
TOTAL	**197 Apartment Units**	**269 bedrooms**	-	**128 spaces**

The ITE estimation was compared with City of Portland parking data gathered at an existing apartment building similar in size and use to the proposed project. The multi-story apartment building at 667 Congress is comprised of 139-units, totaling 147-bedrooms, including: (34) efficiency units, (97) 1-bedroom units, and (8) 2-bedroom units. The survey included four observation periods: 6:00am, 10:00am, 5:00pm, and 8:00pm. Of the four observations, 6:00am found the highest demand ratio with 66 of the 80 available spaces occupied. The resulting peak parking demand for 667 Congress St was 0.44 spaces/bedroom. Parking at this location is unbundled from the unit rent, furthermore tenants may contract separately for additional parking at 699 Congress St.

Both estimates, from ITE and the comparable Congress St apartment data, result in significantly higher ratios than the existing building at 132 Marginal Way, which provides 0.29 spaces/bedroom (117 spaces / 400 bedrooms) and also unbundles rent from parking. However, this could be due to seasonal variations.

Location / Reference	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Existing Development at 132 Marginal Way	400 bedrooms	0.29	117 spaces
Comparable Building at 667 Congress St	147 bedrooms	0.44	80 spaces
Institute of Transportation Engineers Estimate	269 bedrooms	0.48	128 spaces

From the above table, the conservative estimate for parking demand is the ITE 0.48 spaces/bedroom. Accordingly, to estimate the average peak parking demand for the proposed project at 132 Marginal Way, we use the ITE parking space total as a baseline value. The applicant proposes maintaining the 117 parking spaces on site, leasing 15 additional spaces from an adjacent parking garage, and utilizing several other parking and trip reduction strategies to adequately serve the proposed redevelopment.

Location	Total Bedrooms	Parking Space Rate (spaces/bedroom)	Parking Space Total
Proposed Redevelopment at 132 Marginal Way	269 bedrooms	0.49	117 spaces +15 leased spaces 132 Total Spaces

PARKING AND TRIP REDUCTION STRATEGIES

Although the existing building and parking garage at 132 Marginal Way does not have a TDM plan, many of the parking and trip reduction strategies are already in place. The proposed and existing strategies to be utilized in this Transportation Demand Management Plan are summarized below.

Unbundling Rent and Parking Fees:

As the primary incentive to reduce parking demand, the applicant proposes to unbundle rent and parking. 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, and externally on existing racks. 50 bicycle parking spaces will be provided in the internal bike storage room using wall or floor mounted racks of Dero (or approved equivalent) design. The 3 existing bicycle racks along the Marginal Way frontage will remain, providing 6 additional parking spaces for both tenants and the general public.

Scooter / Motorcycle Parking:

The applicant intends to support scooter and motorcycle use by providing motorcycle-specific parking spaces, as shown on subdivision plat.

METRO Bus Service Access:

A covered transit shelter is currently located in front of the existing building and will remain for the proposed project. Though not a scheduled bus stop, the shelter provides access to one of the METRO's bus routes along Marginal Way. Information on the METRO's bus routes and schedule will be posted throughout the building.

Pedestrian Access:

An extensive system of well-maintained sidewalks surrounds the site, connecting the existing building with the many proximate businesses the peninsula has to offer. A cross walk located in front of the existing building's main entrance provides pedestrians with convenient passage across Marginal Way. The existing crosswalk is identified with signage as well as a flashing pedestrian beacon. The applicant will also be providing signage throughout the building that identifies destination locations within walking distance of the site (i.e. the nearby Back Cove Park, Back Cove Trail, Deering Oaks Park, Portland Farmers Market, etc.).

Shared Mobility Program:

The applicant is currently exploring the potential for a shared-use vehicle program.

Offsite Lease:
The applicant intends to enter in an off-site lease with the adjacent 84 Marginal Way, currently owned by InterMed, P.A. The lease would cover 15 parking spaces, bringing the available total to 132 parking spaces (4 more spaces than the 128 spaces estimated by ITE).

MONITORING PLAN

Continued monitoring of the TDM plan will ensure the program operates as intended. To adequately keep track of this progress, a TDM Coordinator has been identified. The applicant designates Jennifer Munroe, the current property manager for 82 Hanover St, as the TDM Coordinator for the proposed project.

Responsibilities of the TDM coordinator include:

- general oversight and promotion of the TDM plan,
- implementation and adjustment of the plan as necessary,
- develop new strategies to improve the plan to ensure transportation needs are met,
- produce an annual report to meet the City's monitoring requirements per section 1.13.7 of the City of Portland Technical Manual.

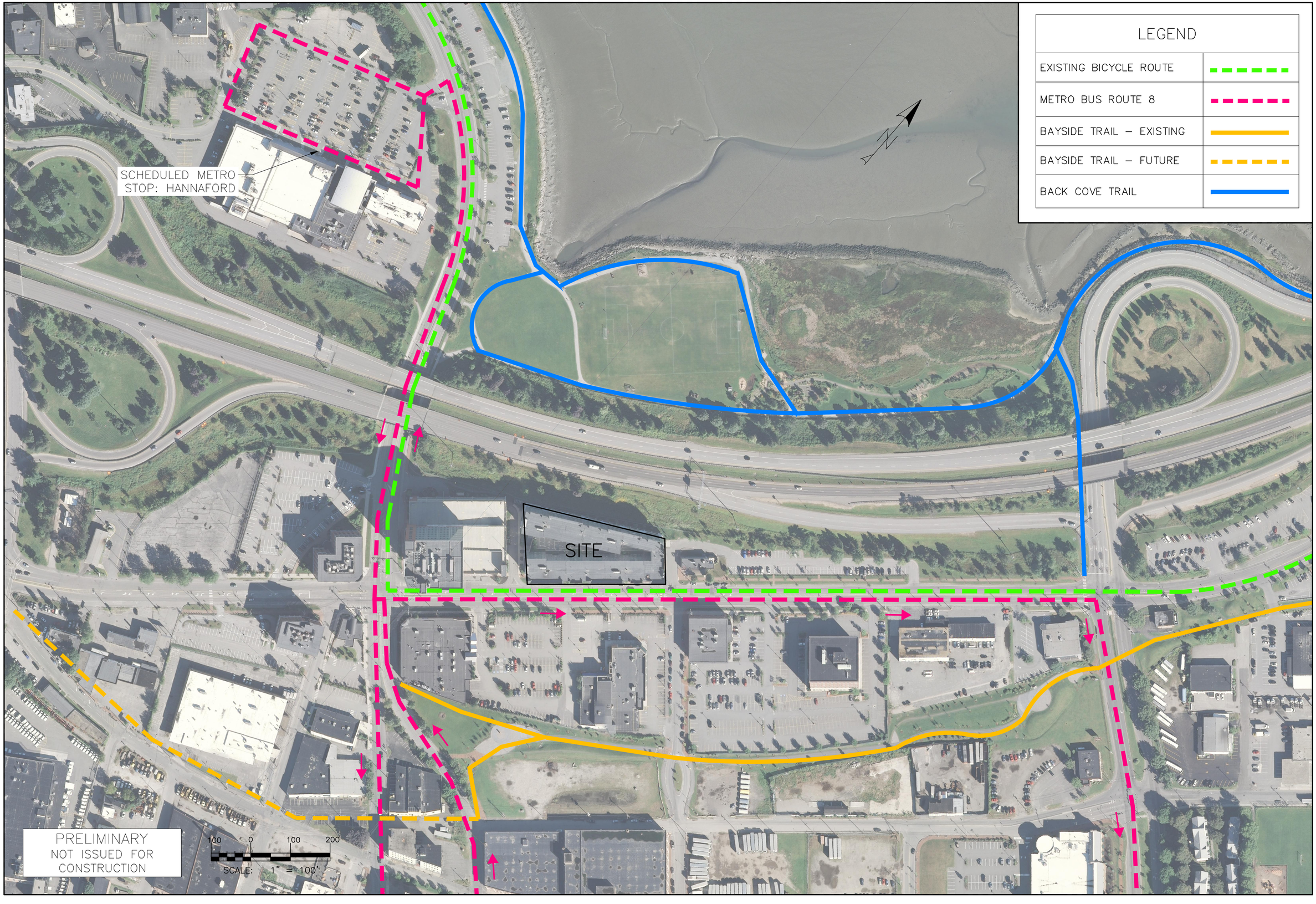
A parking and trip reduction target rate will be determined pending the final strategies agreed upon between the planning department and development team.

ATTACHMENTS

A. Multi-modal Context Map for 132 Marginal Way
B. Bicycle Storage Exhibit
C. METRO Bus Route #8 and Schedule

Attachment A

Multi-modal Context Map for 132 Marginal Way



ISSUED FOR	BY	DATE
TDM PLAN	WHS	8/5/19

DRAWING NAME: **MULTIMODAL TRANSPORTATION EXHIBIT**

PROJECT NAME: **BAYSIDE VILLAGE**

CLIENT: TOM WATSON & CO. PORTLAND, ME

ACORN ENGINEERING, INC.
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 SHALL NOT BE USED FOR ANY PURPOSE OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1093.8_CIVIL
JN:	1093.8
SCALE:	AS NOTED
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

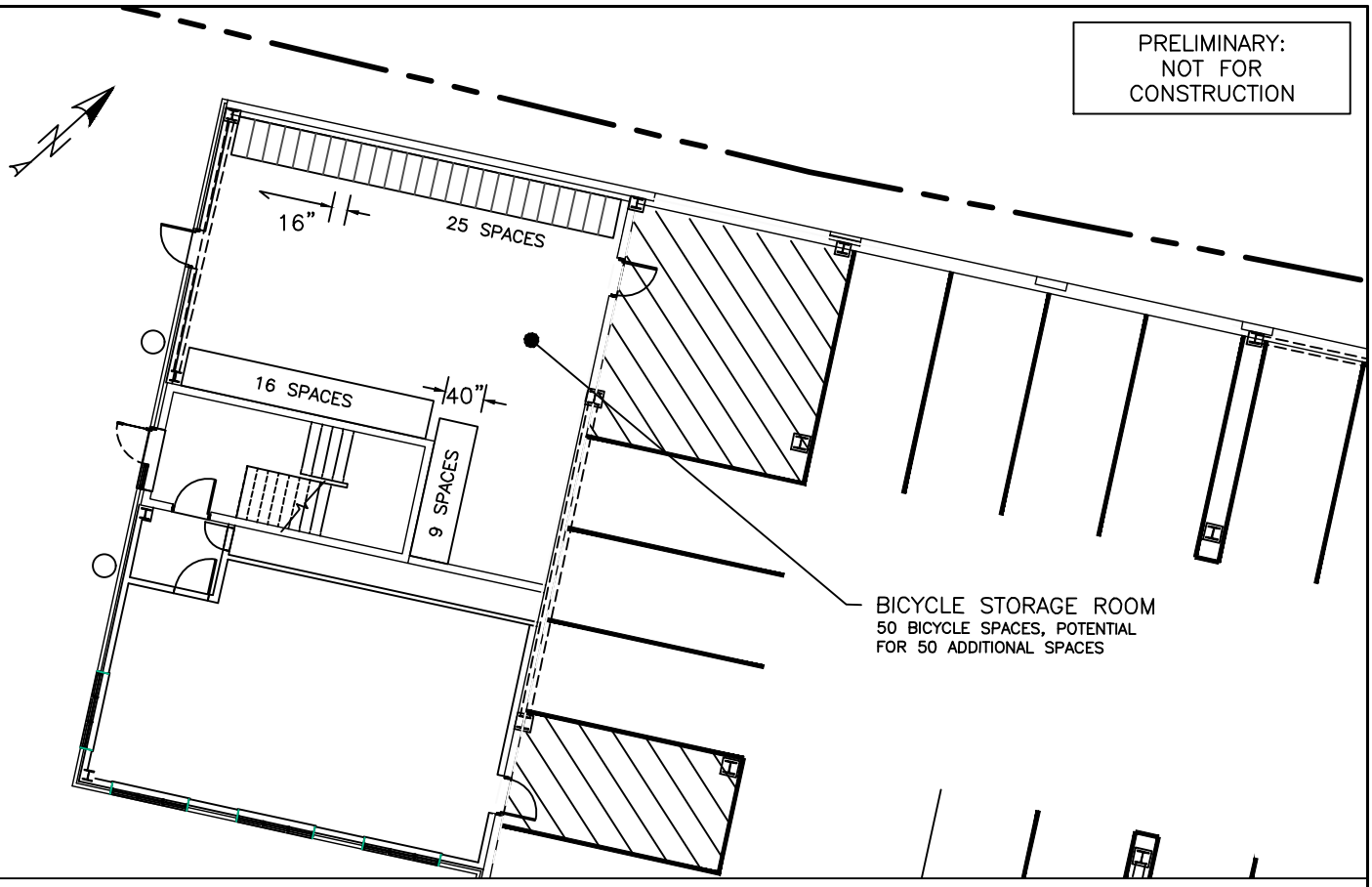
DRAWING NO.

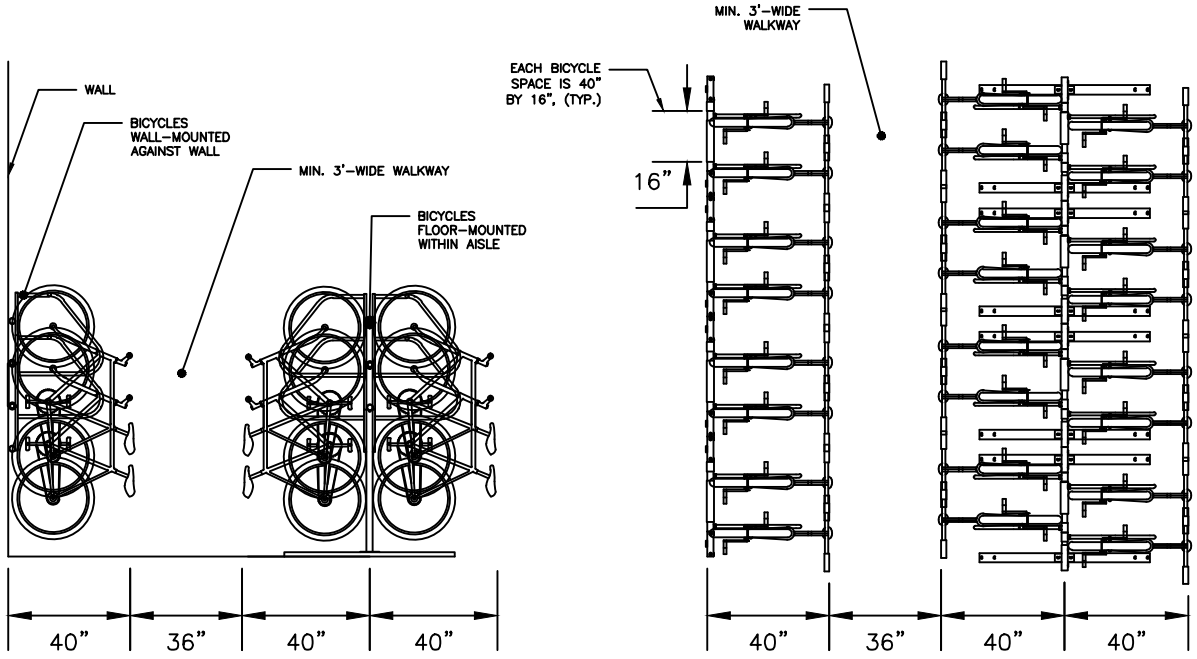
EX-1

Attachment B

Bicycle Storage Exhibit

PRELIMINARY:
NOT FOR
CONSTRUCTION





BICYCLE RACK INTERIOR

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.
EX-2

FILE:	1093.8_CIVIL
DATE:	8/6/19
JN:	1093.8
SCALE:	NTS
DESIGN BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

DRAWING NAME:
BICYCLE STORAGE EXHIBIT

PROJECT NAME:
BAYSIDE VILLAGE

CLIENT:
TOM WATSON & CO.
PORTLAND, ME

ISSUED FOR	BY DATE
TDM	WHS 8/6/19

Attachment C

METRO Bus Route #8 and Schedule

METRO ROUTE 8 Peninsula Loop CASCO BAY FERRY TERMINAL

ROUTE NUMBER 8

MONDAY THROUGH FRIDAY
PENINSULA LOOP TO CASCO BAY LINES

Hannaford Plaza (A)	Congress & Forest (B)	Maine Medical (C)	Monument Square (D)	Casco Bay Lines (E)	Franklin Towers (F)	Whole Foods (G)	Hannaford Plaza (A)
X	X	X	X	6:40	X	X	X
X	X	X	X	X	6:47	6:55	7:05
X	6:44	6:50	7:02	7:10	7:17	7:25	7:35
7:05	7:10	7:20	7:32	7:40	7:47	7:55	8:05
7:35	7:40	7:50	8:02	8:10	8:17	8:25	8:35
8:05	8:10	8:20	8:32	8:40	8:47	8:55	9:05
8:35	8:40	8:50	9:02	9:10	9:17	9:25	9:35
9:05	9:10	9:20	9:32	9:40	9:47	9:55	10:05
9:35	9:40	9:50	10:02	10:10	10:17	10:25	10:35
10:05	10:10	10:20	10:32	10:40	10:47	10:55	11:05
10:35	10:40	10:50	11:02	11:10	11:17	11:25	11:35
11:05	11:10	11:20	11:32	11:40	11:47	11:55	**12:05**
11:35	11:40	11:50	**12:05**	**12:14**	**12:22**	**12:30**	**12:40**
12:05	**12:10**	**12:20**	**12:35**	**12:44**	**12:52**	**1:00**	**1:10**
12:40	**12:45**	**12:55**	**1:10**	**1:19**	**1:27**	**1:35**	**1:45**
1:10	**1:15**	**1:25**	**1:40**	**1:49**	**1:57**	**2:05**	**2:15**
1:45	**1:50**	**2:00**	**2:15**	**2:24**	**2:32**	**2:40**	**2:50**
2:15	**2:20**	**2:30**	**2:45**	**2:54**	**3:02**	**3:10**	**3:20**
2:50	**2:55**	**3:05**	**3:20**	**3:29**	**3:37**	**3:45**	**3:55**
3:20	**3:25**	**3:35**	**3:50**	**3:59**	**4:07**	**4:15**	**4:25**
3:55	**4:00**	**4:10**	**4:25**	**4:34**	**4:42**	**4:50**	**5:00**
4:25	**4:30**	**4:40**	**4:55**	**5:04**	**5:12**	**5:20**	**5:30**
5:00	**5:05**	**5:15**	**5:30**	**5:39**	**5:47**	**5:55**	**6:00**
5:30	**5:35**	**5:45**	**6:00**	**6:09**	**6:15**	X	X
6:00	**6:05**	X	X	X	X	X	X

SUNDAY
PENINSULA LOOP TO CASCO BAY LINES

Hannaford Plaza (A)	Congress & Forest (B)	Maine Medical (C)	Monument Square (D)	Casco Bay Lines (E)	Franklin Towers (F)	Whole Foods (G)	Hannaford Plaza (A)
X	X	8:50	9:02	9:10	9:17	9:25	9:35
9:35	9:40	9:50	10:02	10:10	10:17	10:25	10:35
10:35	10:40	10:50	11:02	11:10	11:17	11:25	11:35
11:35	11:40	11:50	**12:02**	**12:10**	**12:17**	**12:25**	**12:35**
12:35	**12:40**	**12:50**	**1:02**	**1:10**	**1:17**	**1:25**	**1:35**
1:35	**1:40**	**1:50**	**2:02**	**2:10**	**2:17**	**2:25**	**2:35**
2:35	**2:40**	**2:50**	**3:02**	**3:10**	**3:17**	**3:25**	**3:35**
3:35	**3:40**	**3:50**	**4:02**	**4:10**	**4:17**	**4:25**	**4:35**
4:35	**4:40**	**4:50**	**5:02**	**5:10**	**5:17**	**5:25**	**5:35**
5:35	**5:40**	**5:50**	**6:02**	**6:10**	**6:17**	X	X

Routes and schedules subject to change.

SATURDAY
PENINSULA LOOP TO CASCO BAY LINES

Hannaford Plaza (A)	Congress & Forest (B)	Maine Medical (C)	Monument Square (D)	Casco Bay Lines (E)	Franklin Towers (F)	Whole Foods (G)	Hannaford Plaza (A)
X	X	7:50	8:02	8:10	8:17	8:25	8:35
8:35	8:40	8:50	9:02	9:10	9:17	9:25	9:35
9:35	9:40	9:50	10:02	10:10	10:17	10:25	10:35
10:35	10:40	10:50	11:02	11:10	11:17	11:25	11:35
11:35	11:40	11:50	**12:02**	**12:10**	**12:17**	**12:25**	**12:35**
12:35	**12:40**	**12:50**	**1:02**	**1:10**	**1:17**	**1:25**	**1:35**
1:35	**1:40**	**1:50**	**2:02**	**2:10**	**2:17**	**2:25**	**2:35**
2:35	**2:40**	**2:50**	**3:02**	**3:10**	**3:17**	**3:25**	**3:35**
3:35	**3:40**	**3:50**	**4:02**	**4:10**	**4:17**	**4:25**	**4:35**
4:35	**4:40**	**4:50**	**5:02**	**5:10**	**5:17**	**5:25**	**5:35**
5:35	**5:40**	**5:50**	**6:02**	**6:10**	**6:17**	X	X

Visiting Portland?

Hop on METRO Route #8 for an affordable, accessible and scenic ride throughout downtown Portland. Take METRO from Ocean Gateway and the waterfront.

See the Longfellow Statue and Victoria Mansion along Portland's historic West End.

Travel back through the Old Port to Casco Bay Lines Ferry Terminal and to attractions, shopping and dining along Portland's waterfront.

Connect to the METRO BREEZ on Congress Street for Express service to Yarmouth, Freeport and Brunswick (Mon. – Sat.) The closest stop to Commercial Street (Casco Bay Lines Ferry Terminal and Ocean Gateway) is at the corner of Congress and India Streets.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

To: Andrew Tufts, Planner, Planning & Urban Development Department

From: Victoria Volent, Housing Program Manager, Housing & Community Development Division

Date: August 3, 2019

Subject: 132 Marginal Way – 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 Division 30, Section 14-487 of the Zoning Ordinance.

Division 30, Section 14-487, Ensuring Workforce Housing, requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. A fractional fee-in-lieu would result when the calculation of a project's inclusionary obligation results in a fractional unit. The fractional unit obligation will be provided in the form of a proportional fee-in-lieu. The in-lieu fee shall be calculated and paid into the Housing Trust Fund as defined in Sec. 14-489, on or before the date upon which a certificate of occupancy is issued. The ordinance under Section 14-487 e 3 also requires the number of bedrooms in the workforce units shall be at least 10% of the total number of bedrooms in the development.

The development located at 132 Marginal Way proposes the creation of 192 rental units consisting of one hundred forty-one (141) one-bedroom units, forty-one (41) two-bedroom units, and ten (10) four-bedroom units. As dwelling units for rent, the designated Workforce Unit will be restricted to households earning up to 100% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the development is required to provide a minimum of nineteen (19) Workforce Units consisting of a total of twenty-seven (27) bedrooms, and pay a fractional fee-in-lieu of $21,218 (.2 x $106,090), or create twenty (20) Workforce Units consisting of a total of twenty-seven (27) bedrooms. The Applicant has elected to provide twenty (20) Workforce Unit, on-site, consisting of fifteen (15) one-bedroom units, four (4) two-bedroom units, and one (1) four-bedroom unit to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 14-487.

Staff recommends the Board Approve this Conditional Use provided the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) 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 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 Programs Manager

CITY OF PORTLAND
Department of Public Works
Christopher C. Branch, P.E., Director

Date: July 23, 2019

Re: Wastewater Capacity Authorization

Address: 132 Marginal Way
Applicant: Tom Watson & Co.

Planner: Andrew Tufts

Anticipated Wastewater Flow:

Estimate of Anticipated Design Flows				
Development	Unit Size	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing flow to be removed				
Multiple Family Dwelling Units	4-Bedroom	100	360	36,000
Proposed flow				
Multiple Family Dwelling Units	1-Bedroom	145	120	17,400
Multiple Family Dwelling Units	2-Bedroom	41	180	7380
Multiple Family Dwelling Units	4-Bedroom	10	360	3600
			Net Change	(-) 7,620
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition				

Comments:
The Department of Public Works, which includes the Water Resource Division, have reviewed and determined that the downstream sewers from the project address have the capacity to convey the estimated dry weather wastewater flows which will be generated with this re-development.

If the City can be of further assistance, please contact me at all 874-8840 or brad@portlandmaine.gov

Sincerely,
CITY OF PORTLAND

Bradley A. Roland, P.E.
Senior Project Engineer

212 Canco Road, Ste B · Portland, ME 04103 · 207-874-8801
cbranch@portlandmaine.gov · www.portlandmaine.gov

Plan number PL-000709-2019

Matt Milbier <mmilbier@forerivercompany.com> Jul 8, 2019 2:45 PM
Posted in group: **Planning Board**

To whom it may concern,

We recently received a letter with the proposed subdivision project at 132 marginal way, Bayside. From our math it seems that the maximum capacity will be shrinking from original 400 possible occupants, to a max of about 300.

The original approval of this project provided insufficient parking, and since approval, management of the property has never taken ownership of parking problems imposed on us, their neighbors across Marginal Way. Illegal parking at our properties (Walgreens, Planet Fitness, and Portland Gastroenterology/Maine Eye) has a material adverse impact on early morning use by our tenants.

We remain concerned that

The proposed 117 parking spaces will remain insufficient for the potential 250-300 people likely to be in residence. Where does the applicant intend to place the overflowing parking?

Although the downsizing of the 4 bedroom units is an improvement, site plan review is the time for the City to insist on the condition that adequate parking is provided.

Thank you for letting us know about the project and hopefully we can work towards a proper solution.

Matt Milbier

Fore River Management

5 Milk Street

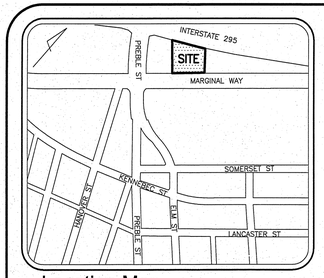
P.O Box 7525

Portland, ME 04112

Fax: (207) 772 9078

Direct Line: (207)-772-8286 x208

mmilbier@forerivercompany.com



Location Map N.T.S.

Legend:

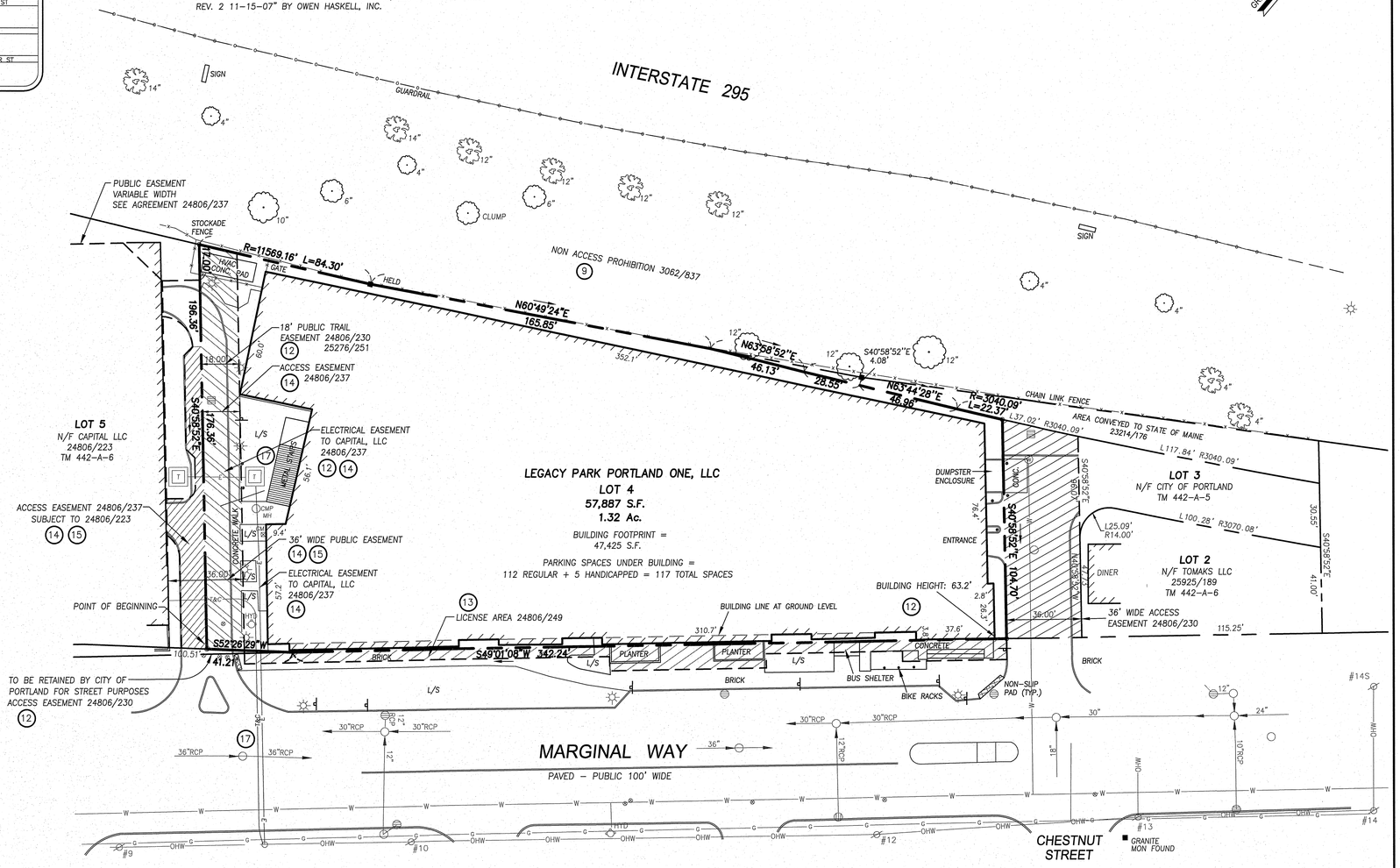
- IRON ROD TO BE SET
- 6x6 GRANITE MONUMENT
- WATER VALVE
- HYDRANT
- UTILITY POLE
- MANHOLE
- SIGN
- CATCH BASIN
- LIGHT POLE
- BOLLARD
- GM GAS METER
- DECIDUOUS TREE
- CONIFEROUS TREE
- (1) SCHEDULE B EXCEPTION
- L/S LANDSCAPED
- CURB
- OHW OVERHEAD WIRES
- E UNDERGROUND ELECTRIC
- T TELEPHONE
- W WATER LINE
- G GAS LINE
- SS SANITARY SEWER
- SD STORM DRAIN
- FENCE

Plan References:

1. MARGINAL WAY SUBDIVISION–"PREBLE STREET AND MARGINAL WAY – CITY OF PORTLAND PROPERTY" BY THE CITY OF PORTLAND, MAINE, DEPARTMENT OF PUBLIC WORKS, ENGINEERING SECTION, DATED JULY 25, 2006, REVISED AS OF DECEMBER 21, 2006 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 207 PAGE 6.
2. "BOUNDARY & TOPOGRAPHIC SURVEY" ON MARGINAL WAY, PORTLAND, MAINE MADE FOR MITCHELL & ASSOCIATES, DATED MARCH 11, 2005.
3. "ALTA/ACSM LAND TITLE SURVEY ON MARGINAL WAY, PORTLAND, MAINE MADE FOR BAYSIDE VILLAGE STUDENT HOUSING, LLC APRIL 26, 2007 REV. 2 11–15–07" BY OWEN HASKELL, INC.

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.



Zoning Information:

ZONING COMPARISON REPORT
PREPARED BY COMMERCIAL DUE DILIGENCE SERVICES
DATE: JANUARY 24, 2012

ZONING DISTRICT: B–7, MIXED DEVELOPMENT DISTRICT

SPECIAL PERMITTING, CONDITIONS, VARIANCES, ORDINANCES: THE PARKING GARAGE WAS AN APPROVED CONDITIONAL USE.

BUILDING SETBACK REQUIREMENTS:
FRONT: NO MINIMUM
SIDE, REAR: NONE
MAXIMUM BUILDING HEIGHT: 125 FT.
MINIMUM LOT AREA: NONE
MINIMUM LOT WIDTH: NONE
MAXIMUM COVERAGE: 100%

SCALE : 1" = 30'

0' 15' 30' 60'

Schedule B Section 2 Exceptions:

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. 042419–01, EFFECTIVE DATE: APRIL 19, 2019

1–8. NON SURVEY ITEMS.

9. NOTICE OF LAYOUT AND TAKING BY STATE OF MAINE BOOK 3062 PAGE 837 – AS SHOWN
10. STATE OF FACTS DEPICTED ON PLAN IN BOOK112, PAGE 66
11. STATE OF FACTS DEPICTED ON PLAN OF SURVEY BOOK 207 PAGES 5 & 6
12. RESERVED RIGHTS AND EASEMENTS BOOK 24806 PAGE 230 – AS SHOWN
13. TERMS AND PROVISIONS OF LICENSE AGREEMENT BOOK 24806/249 AS AMENDED BOOK 25276 PAGE 251 – AS SHOWN
14. RIGHTS AND EASEMENTS BOOK 24806 PAGE 237 – AS SHOWN
15. RIGHTS AND EASEMENTS BOOK 24806 PAGE 223 – AS SHOWN
16. STATE OF FACTS AS SHOWN HEREON
17. RIGHTS AND EASEMENTS BOOK 25775 PAGE 228 – AS SHOWN
18. RIGHTS AND EASEMENTS BOOK 30232 PAGE 174 – BLANKET IN NATURE
19. NON SURVEY ITEM

Notes:

1. OWNER OF RECORD:
BLUE ATLANTIC PORTLAND, LLC, 801 BRICKELL AVENUE, SUITE 720, MIAMI, FL
CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 29376 PAGE 71
SOUTHERN MAINE STUDENT HOUSING, LLC C.C.R.D. BOOK 24806 PAGE 230

2. PREMISES IS SHOWN AS LOT 1 BLOCK A ON CITY OF PORTLAND'S ASSESSORS MAP 442

3. BEARINGS ARE BASED ON GRID NORTH PER PLAN REFERENCE 3.

4. LOT #S REFER TO PLAN REFERENCE 1.

5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

6. NO EVIDENCE WAS OBSERVED OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OR EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. NO PROPOSED CHANGES IN STREET LINES ARE KNOWN BY THIS SURVEYOR.

Legal Description

A LOT OR PARCEL OF LAND, ON THE NORTHERLY SIDE OF MARGINAL WAY IN THE CITY OF PORTLAND, CUMBERLAND COUNTY, STATE OF MAINE, SHOWN AS LOT 4 ON A SURVEY PLAN TITLED "MARGINAL WAY SUBDIVISION – PREBLE STREET AND MARGINAL WAY – CITY OF PORTLAND PROPERTY" BY THE CITY OF PORTLAND, MAINE, DEPARTMENT OF PUBLIC WORKS, ENGINEERING SECTION, DATED JULY 25, 2006, REVISED AS OF DECEMBER 21, 2006, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 207, PAGE 6, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER OF LOTS 4 AND 5 AS SHOWN ON THE PLAN, ON THE NORTHERLY LINE OF A PARCEL OF LAND LABELED ON THE PLAN AS TO BE RETAINED BY CITY OF PORTLAND FOR STREET PURPOSES (TO BE ADDED TO MARGINAL WAY);

THENCE N40°58'52"W ONE HUNDRED SEVENTY–SIX AND THIRTY–SIX HUNDREDTHS FEET (176.36') ALONG THE LINE COMMON TO LOT 4 AND LOT 5 TO A POINT AT THE EASTERLY CORNER OF A PROPOSED PUBLIC EASEMENT OF VARIABLE WIDTH AS SHOWN ON SAID PLAN;

THENCE N40°58'52"W SEVENTEEN AND ZERO HUNDREDTHS FEET (17.00') ALONG THE LINE COMMON TO LOT 4 AND LOT 5 TO A POINT ALONG THE SOUTHERLY LINE OF INTERSTATE I–295;

THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF EIGHTY–FOUR AND THIRTY HUNDREDTHS FEET (84.30'), SAID CURVE HAVING A RADIUS OF 11569.16' AND A CHORD BEARING AND DISTANCE OF N63°12'47"E 84.30', ALONG THE SOUTHERLY LINE OF INTERSTATE I–295 TO A CONCRETE MONUMENT;

THENCE N60°49'24"E ONE HUNDRED SIXTY–FIVE AND EIGHTY–FIVE HUNDREDTHS FEET (165.85') ALONG THE SOUTHERLY LINE OF INTERSTATE I–295 TO A POINT;

THENCE N63°58'52"E FORTY–SIX AND THIRTEEN HUNDREDTHS FEET (46.13') ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE STATE OF MAINE AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY IN DEED BOOK 23214, PAGE 176 TO A POINT;

THENCE N63°44'28"E TWENTY–EIGHT AND FIFTY–FIVE HUNDREDTHS FEET (28.55') ALONG SAID SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE STATE OF MAINE TO A POINT LOCATED S40°58'52"E FOUR AND EIGHT HUNDREDTHS FEET (4.08') FROM A CONCRETE MONUMENT;

THENCE N63°44'28"E FORTY–SIX AND NINETY–SIX HUNDREDTHS FEET (46.96') ALONG SAID SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE STATE OF MAINE TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF TWENTY–TWO AND THIRTY–SEVEN HUNDREDTHS FEET (22.37'), SAID CURVE HAVING A RADIUS OF 3040.09' AND A CHORD BEARING AND DISTANCE OF N63°03'13"E 22.37', ALONG SAID SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE STATE OF MAINE TO A POINT AT THE WESTERLY CORNER OF LOT 3 AS SHOWN ON SAID MARGINAL WAY SUBDIVISION PLAN;

THENCE S40°58'52"E ONE HUNDRED FOUR AND SEVENTY HUNDREDTHS FEET (104.70') ALONG SAID LOT 3 TO THE NORTHERLY LINE OF MARGINAL WAY;

THENCE S49°01'08"W THREE HUNDRED FORTY–TWO AND TWENTY–FOUR HUNDREDTHS FEET (342.24') ALONG THE NORTHERLY LINE OF MARGINAL WAY TO A POINT;

THENCE S52°26'29"W FORTY–ONE AND TWENTY–ONE HUNDREDTHS FEET (41.21') ALONG SAID NORTHERLY LINE OF SAID PARCEL OF LAND TO BE RETAINED BY THE CITY OF PORTLAND FOR HIGHWAY PURPOSES TO THE POINT OF BEGINNING.

BEARINGS REFERENCED HEREIN ARE GRID NORTH NAD83(HARN) MAINE STATE PLANE WEST ZONE AS SET FORTH ON THE ABOVE–REFERENCED PLAN RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 207, PAGE 6.

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN THE VESTING DEED, RECORDED AT CCRD BOOK 28408 PAGE 90 AND IS THE SAME PROPERTY DESCRIBED IN SCHEDULE A OF TITLE COMMITMENT NO. 042419–01 BEARING AN EFFECTIVE DATE OF APRIL 19, 2019 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

ALTA/ACSM Land Title Survey

#132 Marginal Way
Portland, Cumberland County, Maine
made for
Faegre Baker Daniels LLP
111 E. Wayne Street, Suite 800, Fort Wayne, Indiana 46802

Surveyor's Certification

TO: LEGACY PARK PORTLAND ONE, LLC, BLUE ATLANTIC PORTLAND, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AND ITS SUCCESSORS, ASSIGNS AN AFFILIATES, AS THEIR INTERESTS MAY APPEAR, FAEGRE BAKER DANIELS LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11 (OBSERVED EVIDENCE ONLY), 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 18, 2012 AND A FIELD INSPECTION ON MAY 14, 2019.

JOHN C. SCHWANDA
PROFESSIONAL LAND SURVEYOR NO. 1252
IN THE STATE OF MAINE

DATE OF PLAN: JANUARY 19, 2012
REVISION DATE: MAY 15, 2019

OHI JOB NO. 2012–006P

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 U.S. Route One, Unit #10
Falmouth, Maine 04105
Tel. (207)774–0424 Fax (207)774–0511
www.owenhaskell.com

GENERAL NOTES:

1. THIS SUBDIVISION PLAT HAS BEEN DEVELOPED FOR THE CONVERSION OF 100 DWELLING UNITS INTO 192 DWELLING UNITS WITHIN THE EXISTING BUILDING. THIS PLAT AND THE INFORMATION CONTAINED WITHIN IS BASED OFF THE LEVEL III SITE PLAN/SUBDIVISION PERMIT ISSUED TO SOUTHERN MAINE STUDENT HOUSING, LLC IN AN APPROVAL LETTER DATED NOVEMBER 20, 2016 FOR PROJECT #2006-0125.
2. UNIT TABULATION PROVIDED BY RYAN SENATORE ARCHITECTURE; REFER TO ARCHITECTURAL PLANS FOR FLOOR PLANS AND BUILDING HEIGHTS.
3. TOTAL SITE AREA INCLUDES 1.33 ACRES (57,891 S.F.).
4. R.O.W. WIDTH FOR MARGINAL WAY IS 100 FEET PER ALTA/ACSM LAND TITLE SURVEY BY OWEN HASKELL, INC. DATED 1/19/12, REVISED 5/5/19 (OHI JOB NO. 2012-006P).
5. SITE BOUNDARIES PER ALTA/ACSM LAND TITLE SURVEY BY OWEN HASKELL, INC. DATED 1/19/12, REVISED 5/5/19 (OHI JOB NO. 2012-006P).
6. AS OF 6/6/2019, THE SITE IS BOUNDED BY THE B-7 ZONE ON ALL SIDES OF THE PROPERTY PER CITY OF PORTLAND GIS WEBSITE.
7. LOCUS PARCEL IS SHOWN ON THE CITY OF PORTLAND ASSESSOR'S MAP 442, BLOCK A, LOT 001.
8. LOCUS PARCEL DOES NOT FALL IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 2300510013B, INDEX DATED 7/17/1986.
9. ALL BUILDING CORNER OFFSETS TO BOUNDARY LINES ARE FROM THE BUILDING FOUNDATION, UNLESS OTHERWISE NOTED.
10. THIS SHEET IS THE SUBDIVISION PLAT FOR THE DIVISION OF UP TO 192 DWELLING UNITS ON THE EXISTING SUBJECT PROPERTY. APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF THE LAND ON THE SUBJECT PROPERTY.
11. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, RETAINING WALLS, AND SNOW REMOVAL.
12. ALL BOOK AND PAGE REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD).

WAIVERS & CONDITIONS OF APPROVAL:

WAIVERS:
NONE

CONDITIONS OF APPROVAL:
TBD

SURVEY NOTES:

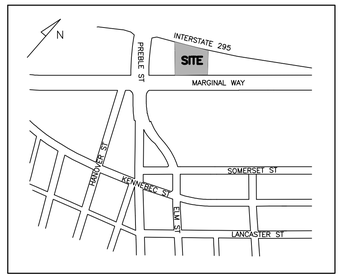
1. OWNER OF RECORD:
   BLUE ATLANTIC PORTLAND, LLC, 801 BRICKELL AVENUE, SUITE 720, MIAMI, FL CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 29376 PAGE 71
   SOUTHERN MAINE STUDENT HOUSING, LLC C.C.R.D. BOOK 24806 PAGE 230
2. PREMISES IS SHOWN AS LOT 1 BLOCK A ON CITY OF PORTLAND'S ASSESSORS MAP 442
3. BEARINGS ARE BASED ON GRID NORTH PER PLAN REFERENCE 3.
4. LOT #S REFER TO PLAN REFERENCE 1.
5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
6. NO EVIDENCE WAS OBSERVED OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OR EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. NO PROPOSED CHANGES IN STREET LINES ARE KNOWN BY THIS SURVEYOR.

EASEMENTS:

EXISTING EASEMENTS ARE AS IDENTIFIED BY OWEN HASKELL INC. AND ARE NOTED ON THE PLAN. FOR MORE INFORMATION, SEE THE REFERENCES TO THE REGISTRY OF DEEDS DATABASE.

1. A PUBLIC EASEMENT OF VARIABLE WIDTH EXISTS ALONG THE SOUTHERLY ACCESS DRIVE IN BK 24806 PG 237.
2. AN ACCESS EASEMENT EXISTS ALONG THE SOUTHERLY ACCESS DRIVE IN BK 24806 PG 236 SUBJECT TO BK 24806 PG 223.
3. AN ELECTRICAL EASEMENT EXISTS ALONG THE SOUTHERLY ACCESS DRIVE IN BK 24806 PG 237.
4. A LICENSE AREA EXISTS IN FRONT OF THE BUILDING WITHIN THE MARGINAL WAY RIGHT-OF-WAY IN BK 24806 PG 249.
5. A 36'-WIDE ACCESS EASEMENT EXISTS ALONG THE NORTHERLY ACCESS DRIVE IN BK 24806 PG 230.

THERE ARE NO PROPOSED EASEMENTS.



VICINITY MAP
NOT TO SCALE

OWNER:

TOM WATSON & CO., LLC
PORTLAND, MAINE
CONTACT: TOM WATSON

CIVIL/SITE ENGINEER:

ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: WILL SAVAGE, P.E.

SURVEYOR

OWEN HASKELL, INC.
FALMOUTH, MAINE
CONTACT: JOHN SCHWANDA, P.L.S.

SPACE AND BULK STANDARDS		
ZONE: B-7	REQUIRED	PROPOSED
MINIMUM LOT SIZE	NONE	1.33 ACRES
MINIMUM STREET FRONTAGE	NONE	383'
MINIMUM FRONT YARD SETBACK	NONE	0'
MINIMUM SIDE YARD SETBACK	NONE	0'
MINIMUM REAR YARD SETBACK	NONE	3.81'
MAXIMUM LOT COVERAGE	100%	82%
MAXIMUM BUILDING HEIGHT	125'	59'
MAXIMUM # OF DWELLING UNITS	NONE	192
RESIDENTIAL PARKING	TBD*	117
MIN. INTERNAL BIKE SPACES	48	> 50

PARKING SUMMARY	
PARKING AREA	# PARKING SPACES
STANDARD (8.5' x 19')	103
COMPACT (< 8.5' x 19')	9
ADA	5
TOTAL	117

UNIT TABULATION		
UNIT NUMBER	SIZE (SF)*	COUNT
1-BR 'A'	750	51
1-BR 'B'	412	90
2-BR	759	41
4-BR	1,150	10

*UNIT AREA MEASURED FROM OUTSIDE OF EXTERIOR WALLS TO THE CENTER OF SHARED WALLS

LEGEND

- CURB
- EXISTING BUILDING
- PROPERTY LINE
- STRIPING
- COMPACT STRIPING
- PROPERTY MARKER

RECORDING INFORMATION
STATE OF MAINE, CUMBERLAND COUNTY REGISTRY OF DEEDS

RECEIVED: _____

RECORDED IN _____

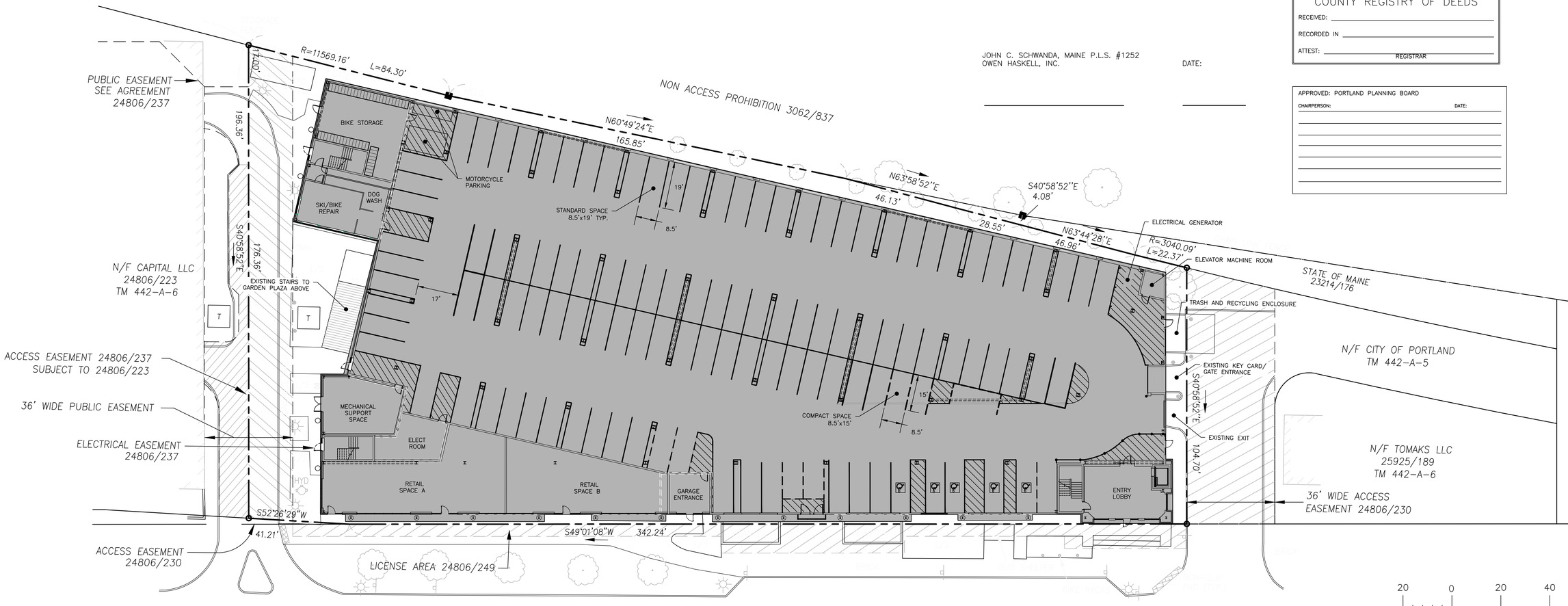
ATTEST: _____
REGISTRAR

JOHN C. SCHWANDA, MAINE P.L.S. #1252
OWEN HASKELL, INC.

DATE: _____

APPROVED: PORTLAND PLANNING BOARD

CHAIRPERSON: _____ DATE: _____



20 0 20 40
SCALE: 1"=20'

PRELIMINARY
NOT ISSUED FOR CONSTRUCTION

ISSUED FOR	BY DATE
SITE PLAN	WHS 6/6/19
PB HEARING	WHS 8/5/19

DRAWING NAME: PRELIMINARY SUBDIVISION PLAT
PROJECT NAME: BAYSIDE VILLAGE
CLIENT: TOM WATSON & CO.
82 HANOVER ST., PORTLAND, ME 04101

ACORN ENGINEERING, INC.
65 HANOVER ST, PORTLAND, MAINE 04101
(207) 775-2655

THESE PLANS, IN PART OR IN WHOLE, ARE NOTICED WITH ACORN ENGINEERING, INC. COPYRIGHT AND MAY NOT BE REPRODUCED WITHOUT PERMISSION FROM ACORN ENGINEERING, INC. AND ARE NOT TO BE USED ON ANY OTHER PROJECT, AND WITH NO OTHER BUSINESS, UNLESS OTHERWISE AGREED TO IN WRITING BY ACORN ENGINEERING, INC. ALL REUSE OR MODIFICATION OF THESE PLANS BY THE OWNER OR BY OTHERS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY ACORN ENGINEERING, INC. FOR THE SPECIFIED USE INTENDED BY THE OWNER, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

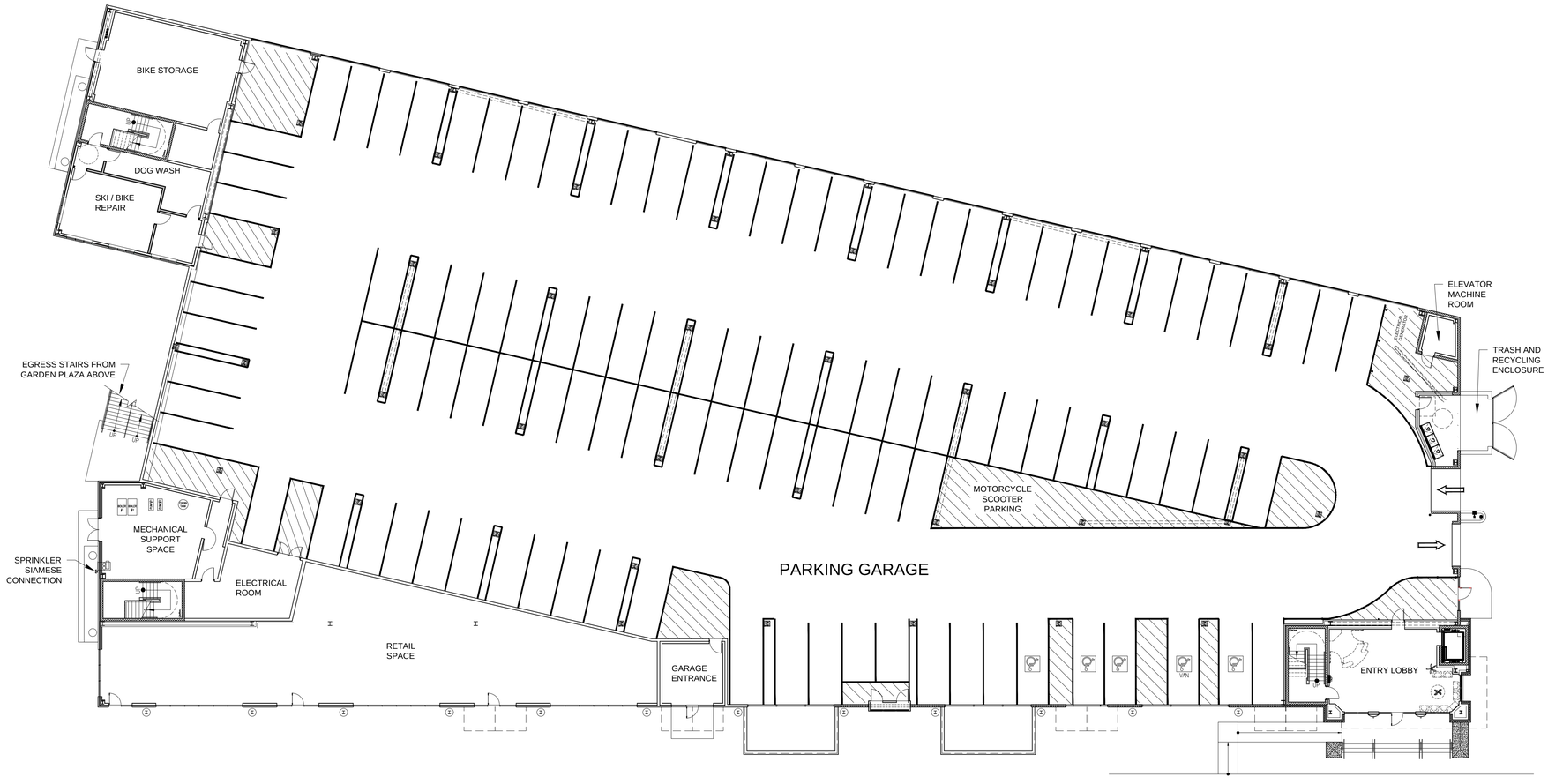
FILE:	1093.8_CIVIL
JN:	1093.8
SCALE:	1"=20'
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11412
8-1-19
REGISTERED PROFESSIONAL ENGINEER

DRAWING NO.
PLAT

FOR LEASE

FOR LEASE



1 GROUND FLOOR PLAN
1/16" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
GROUND FLOOR KEY PLAN

AK-00

UNIT TYPES										
FLOOR	A	B	Ba	C	Ca	D	Da	E	F	G
FIRST	4	19	2	19	2	0	0	0	0	1
SECOND	2	22	1	3	0	19	1	0	1	1
THIRD	2	22	1	3	0	19	1	0	0	1
FOURTH	2	22	1	12	1	10	0	1	0	1
TOTAL	**10**	**85**	**5**	**37**	**3**	**48**	**2**	**1**	**1**	**4**
GRAND TOTAL = 196 UNITS (10 OF WHICH ARE ACCESSIBLE)										
a = ACCESSIBLE UNIT										

1 FIRST FLOOR PLAN
1/16" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
FIRST FLOOR
KEY PLAN

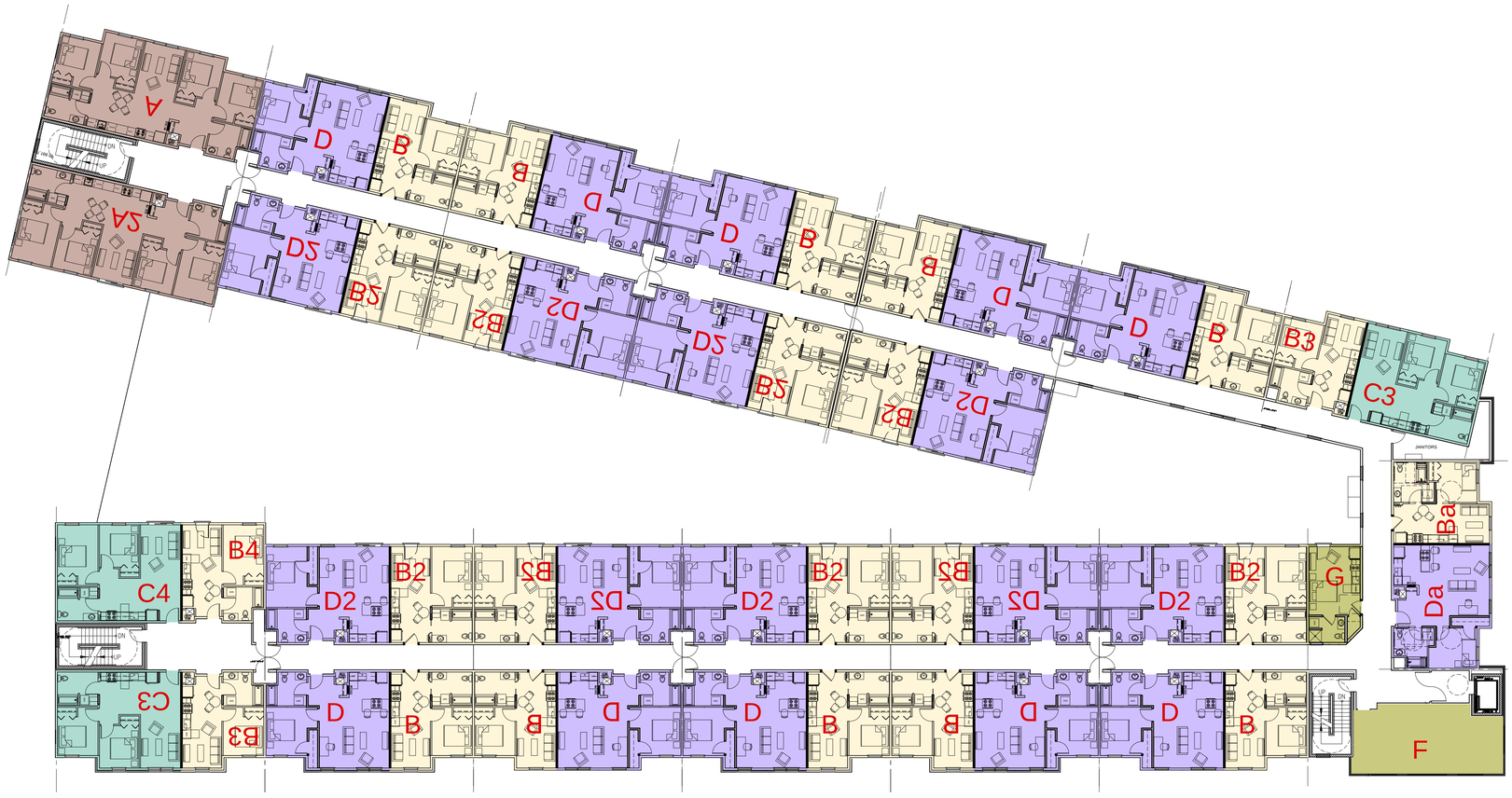
AK-01

UNIT TYPES

FLOOR	A	B	Ba	C	Ca	D	Da	E	F	G
FIRST	4	19	2	19	2	0	0	0	0	1
SECOND	2	22	1	3	0	19	1	0	1	1
THIRD	2	22	1	3	0	19	1	0	0	1
FOURTH	2	22	1	12	1	10	0	1	0	1
TOTAL	**10**	**85**	**5**	**37**	**3**	**48**	**2**	**1**	**1**	**4**

GRAND TOTAL = 196 UNITS (10 OF WHICH ARE ACCESSIBLE)

a = ACCESSIBLE UNIT



1 SECOND FLOOR PLAN
1/16" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No. 1941

DRAWN BY: RJS

CHECKED BY: RJS

SCALE: AS NOTED

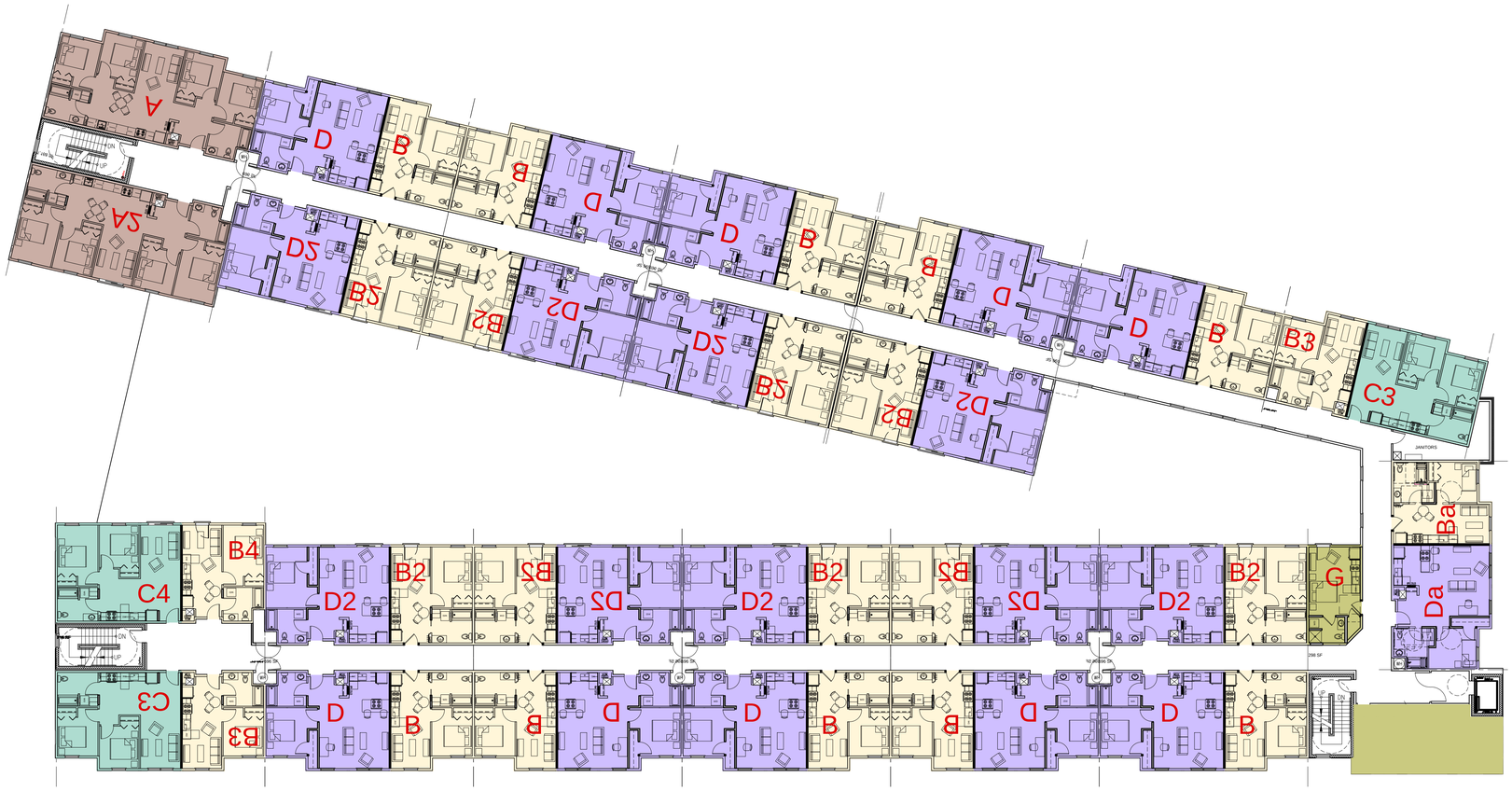
SHEET TITLE:
SECOND FLOOR KEY PLAN

AK-02

UNIT TYPES										
FLOOR	A	B	Ba	C	Ca	D	Da	E	F	G
FIRST	4	19	2	19	2	0	0	0	0	1
SECOND	2	22	1	3	0	19	1	0	1	1
THIRD	2	22	1	3	0	19	1	0	0	1
FOURTH	2	22	1	12	1	10	0	1	0	1
TOTAL	**10**	**85**	**5**	**37**	**3**	**48**	**2**	**1**	**1**	**4**

GRAND TOTAL = 196 UNITS (10 OF WHICH ARE ACCESSIBLE)

a = ACCESSIBLE UNIT



1 THIRD FLOOR PLAN
1/16" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

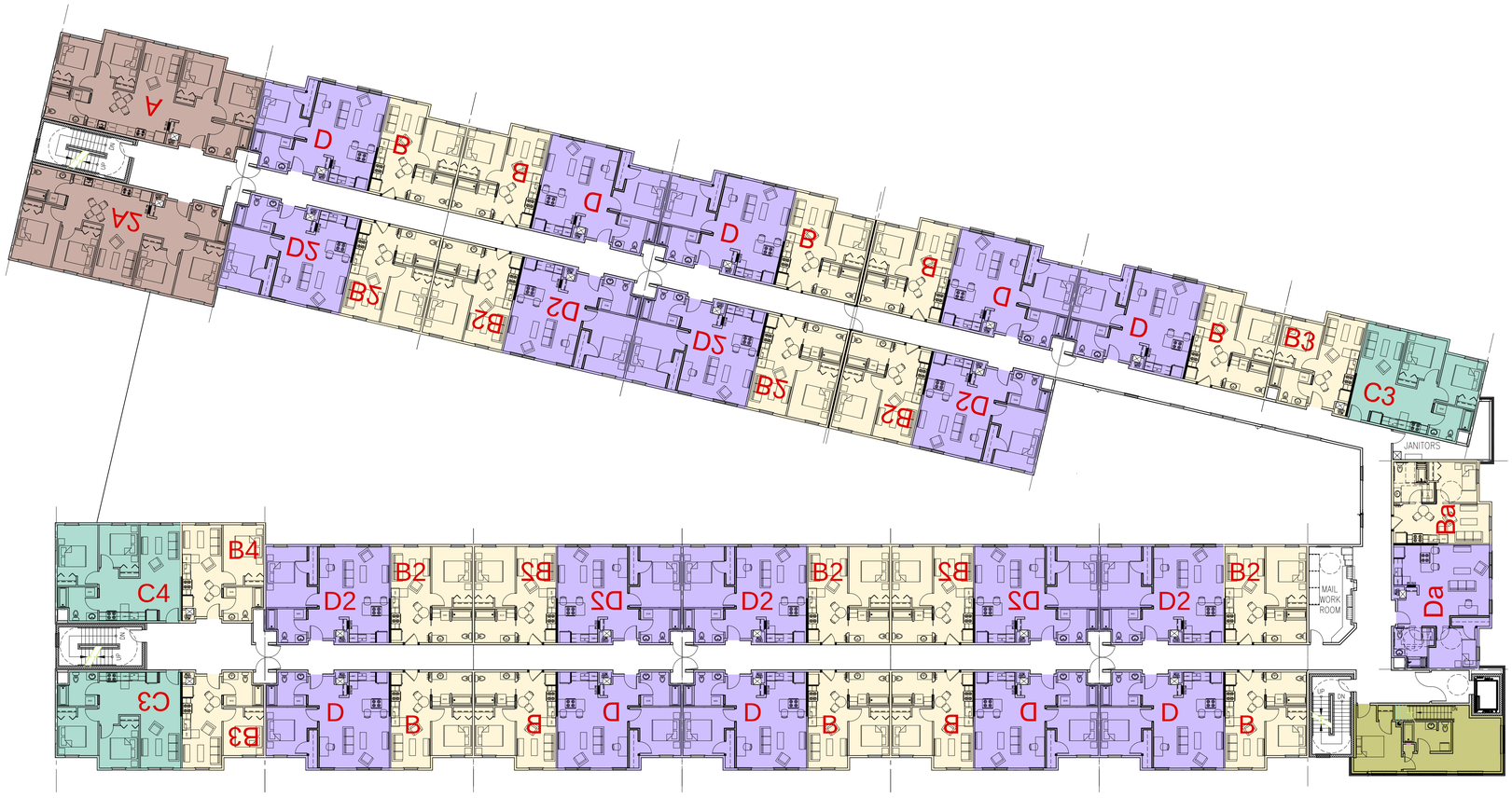
DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
THIRD FLOOR KEY PLAN

AK-03

UNIT TYPES									
FLOOR	A	B	Ba	C	Ca	D	Da	E	F
FIRST	4	19	2	19	2	0	0	0	0
SECOND	2	22	1	3	0	19	1	0	1
THIRD	2	22	1	3	0	19	1	0	0
FOURTH	2	22	1	12	1	10	0	1	0
TOTAL	**10**	**85**	**5**	**37**	**3**	**48**	**2**	**1**	**1**
GRAND TOTAL = 192 UNITS (10 OF WHICH ARE ACCESSIBLE)									
a = ACCESSIBLE UNIT									



1 THIRD FLOOR PLAN
1/16" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE
132 MARGINAL WAY
PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
JUNE 14, 2019

DATE:

PROJECT No. 1941

DRAWN BY: RJS

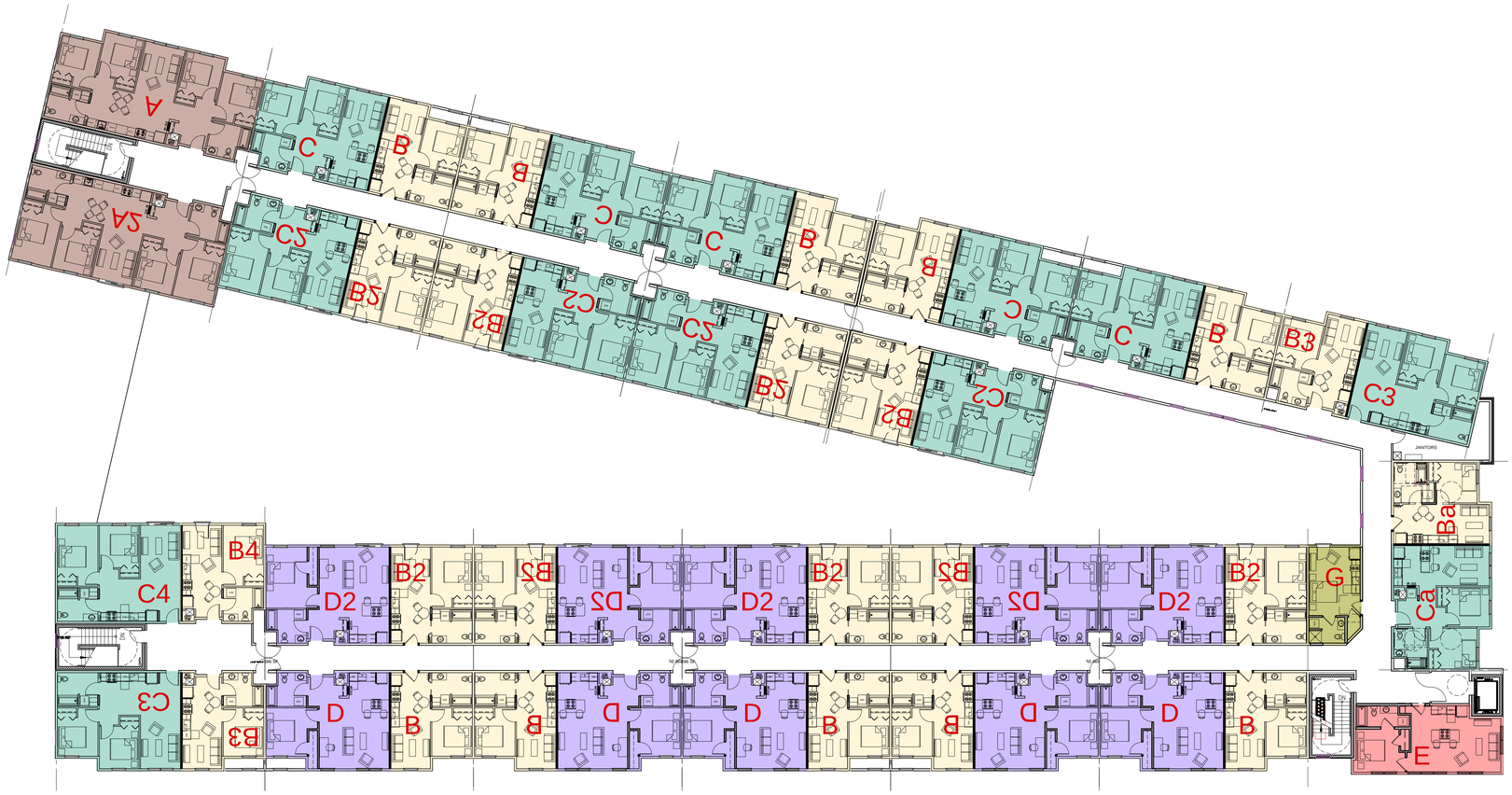
CHECKED BY: RJS

SCALE: AS NOTED

SHEET TITLE:
THIRD FLOOR PLAN

A1-3

UNIT TYPES										
FLOOR	A	B	Ba	C	Ca	D	Da	E	F	G
FIRST	4	19	2	19	2	0	0	0	0	1
SECOND	2	22	1	3	0	19	1	0	1	1
THIRD	2	22	1	3	0	19	1	0	0	1
FOURTH	2	22	1	12	1	10	0	1	0	1
TOTAL	**10**	**85**	**5**	**37**	**3**	**48**	**2**	**1**	**1**	**4**
GRAND TOTAL = 196 UNITS (10 OF WHICH ARE ACCESSIBLE)										
a = ACCESSIBLE UNIT										



1 FOURTH FLOOR PLAN
1/16" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

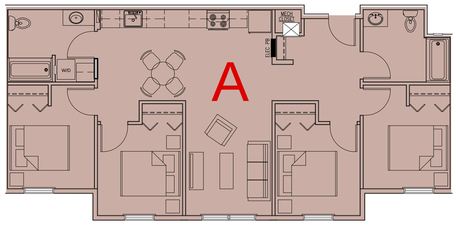
PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

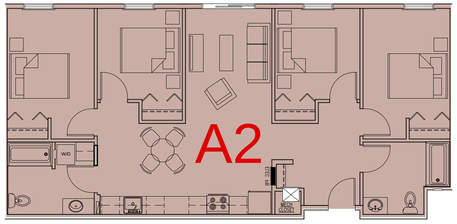
PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
FOURTH FLOOR KEY PLAN

AK-04

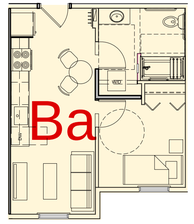


1,111 SF



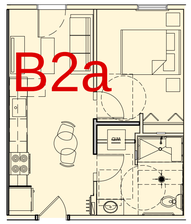
1,168 SF

445 SF



445 SF

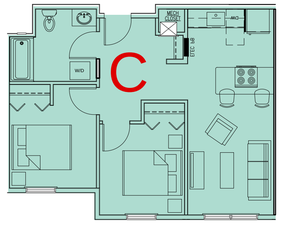
473 SF



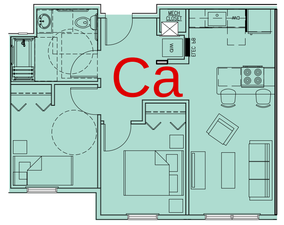
473 SF

430 SF

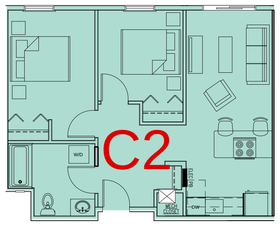
458 SF



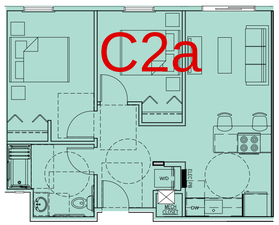
668 SF



668 SF

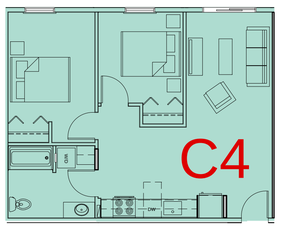


696 SF

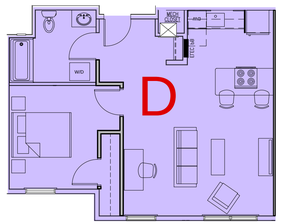


696 SF

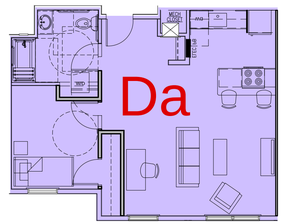
686 SF



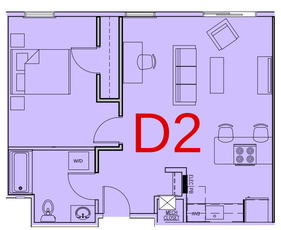
716 SF



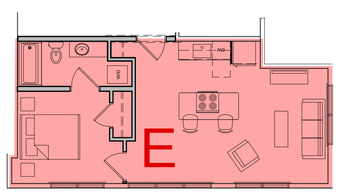
668 SF



668 SF



696 SF



571 SF

298 SF

UNIT F
1,139 SF

1 UNIT TYPES
1/8" = 1'-0"

SQUARE FOOTAGES ARE MEASURED TO OUTSIDE FACE OF EXTERIOR WALLS AND CENTERLINE OF SHARED WALLS

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE
132 MARGINAL WAY
PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No. 1941

DRAWN BY: RJS

CHECKED BY: RJS

SCALE: AS NOTED

SHEET TITLE:
UNIT TYPE KEY PLAN

AK-05

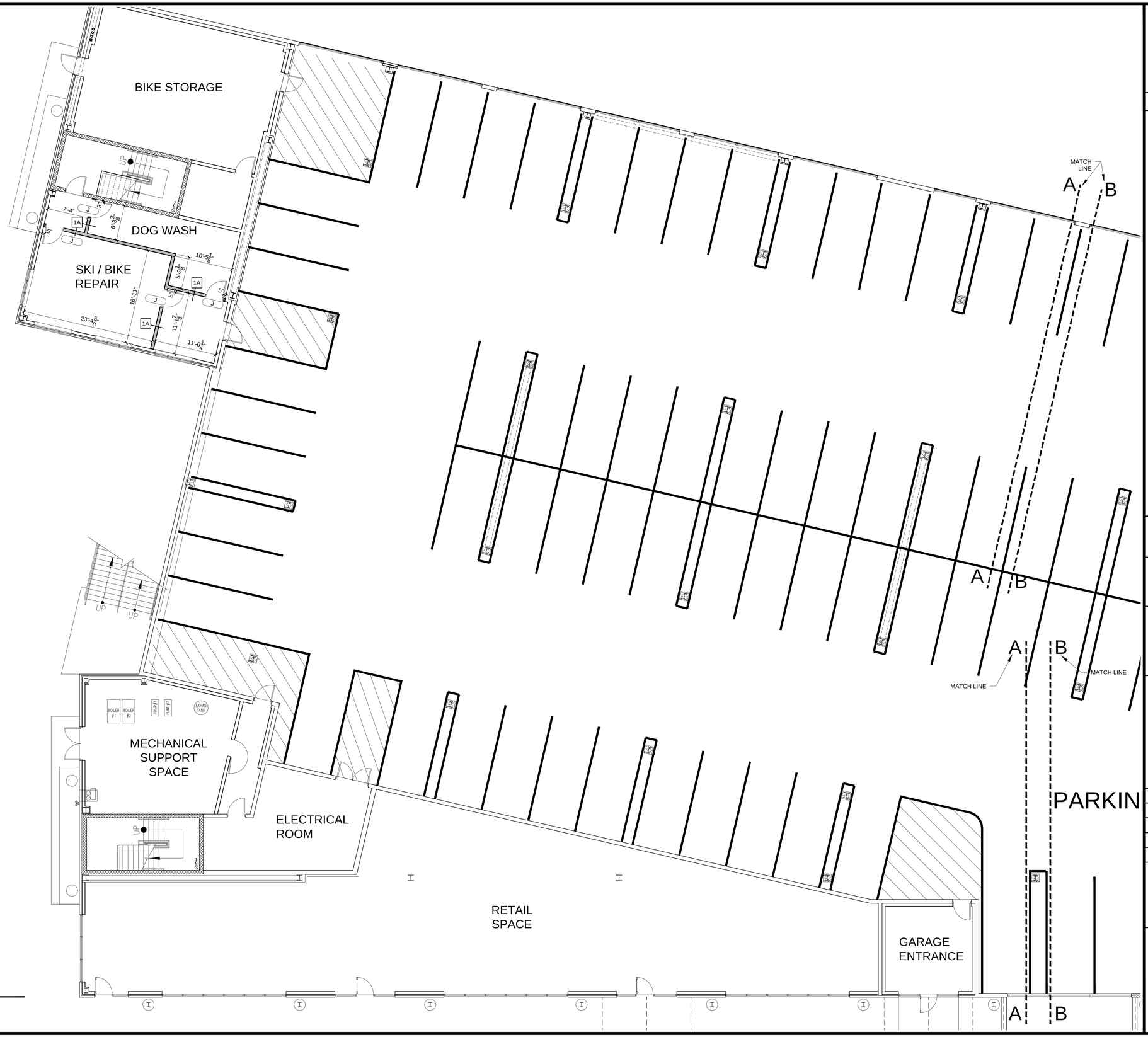
WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)



1 GROUND FLOOR PLAN (PART A)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

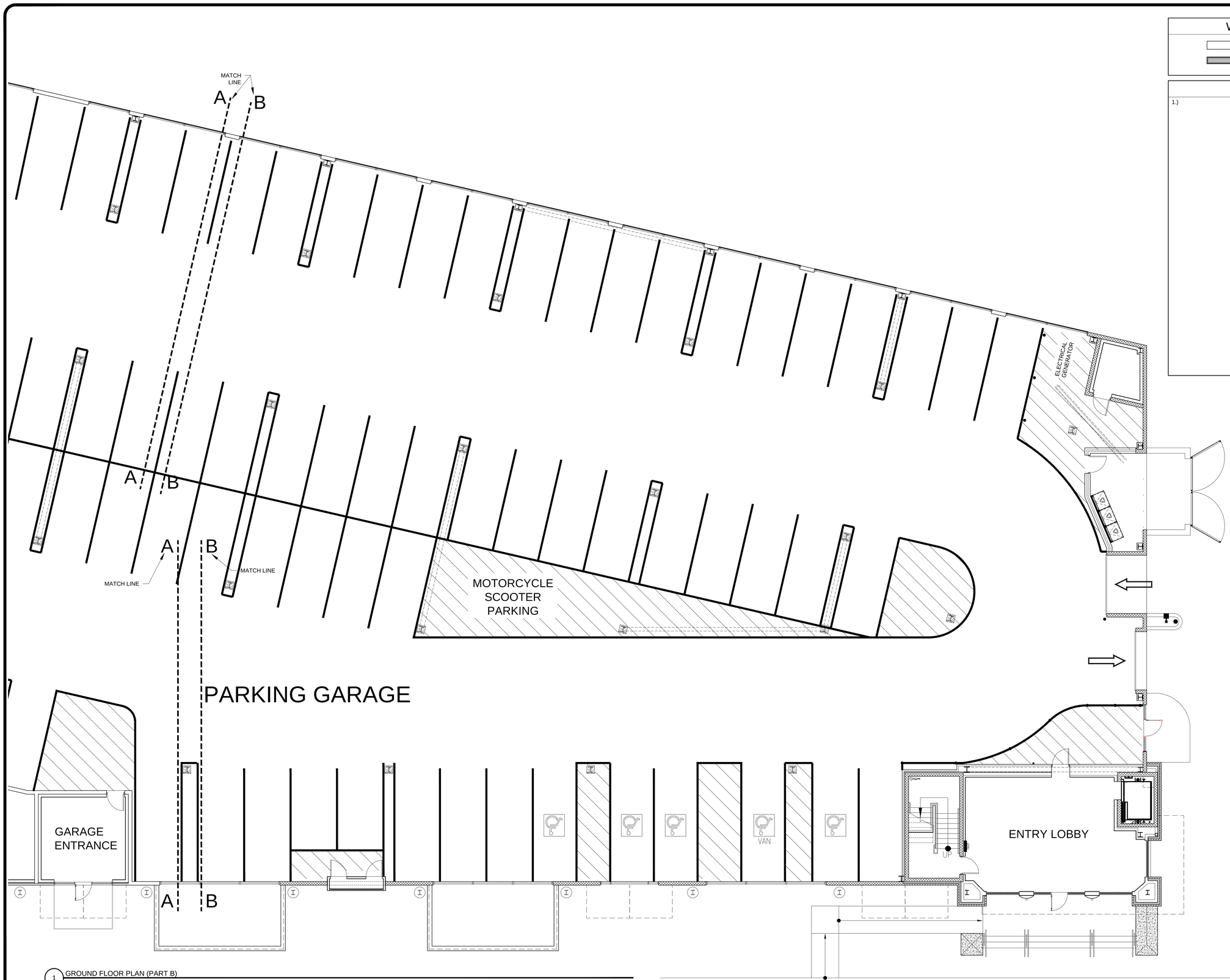
PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
GROUND FLOOR PLAN (PART A)

A1-0A



1 GROUND FLOOR PLAN (PART B)
1/8" = 1'-0"

WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:	
PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
GROUND FLOOR PLAN (PART B)

A1-0B

WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)

1 FIRST FLOOR PLAN (PART A)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:	
PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:

FIRST FLOOR PLAN (PART A)

A1-1A

WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)

1 FIRST FLOOR PLAN (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:	
PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:

FIRST FLOOR PLAN (PART B)

A1-1

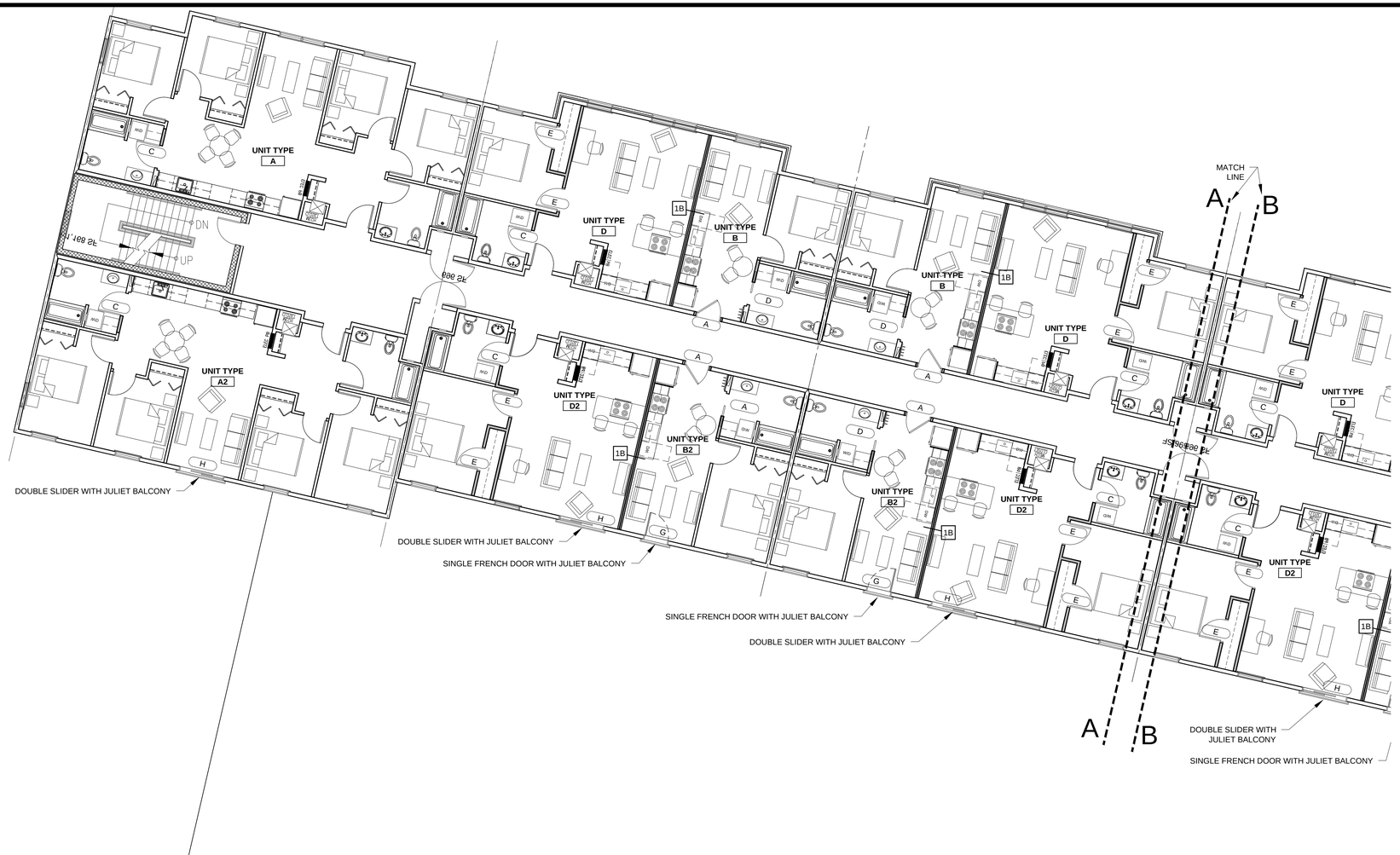
WALL LEGEND

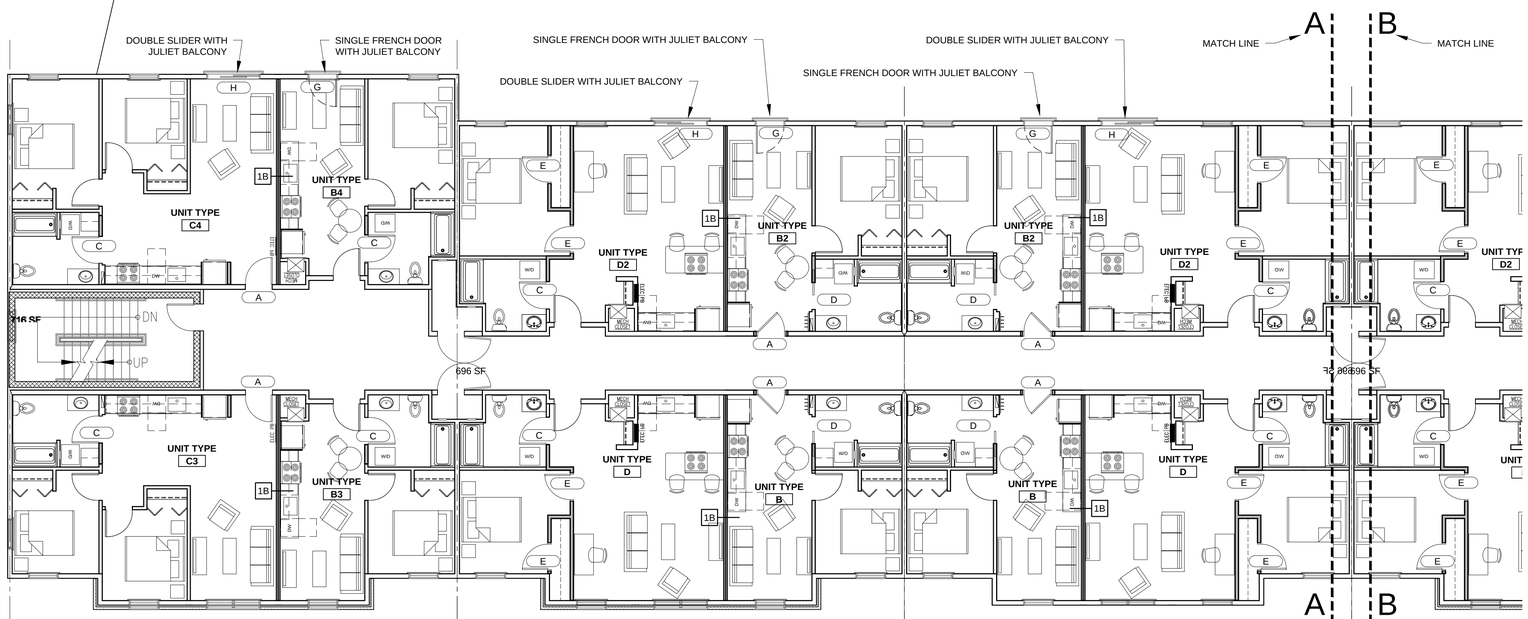
EXISTING WALL

NEW WALL

UNIT NOTS

1.)





1 SECOND FLOOR PLAN (PART A)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:	
PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
SECOND FLOOR PLAN (PART A)

A1-2A

WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)

1 SECOND FLOOR PLAN (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:

SECOND FLOOR PLAN (PART B)

A1-2B

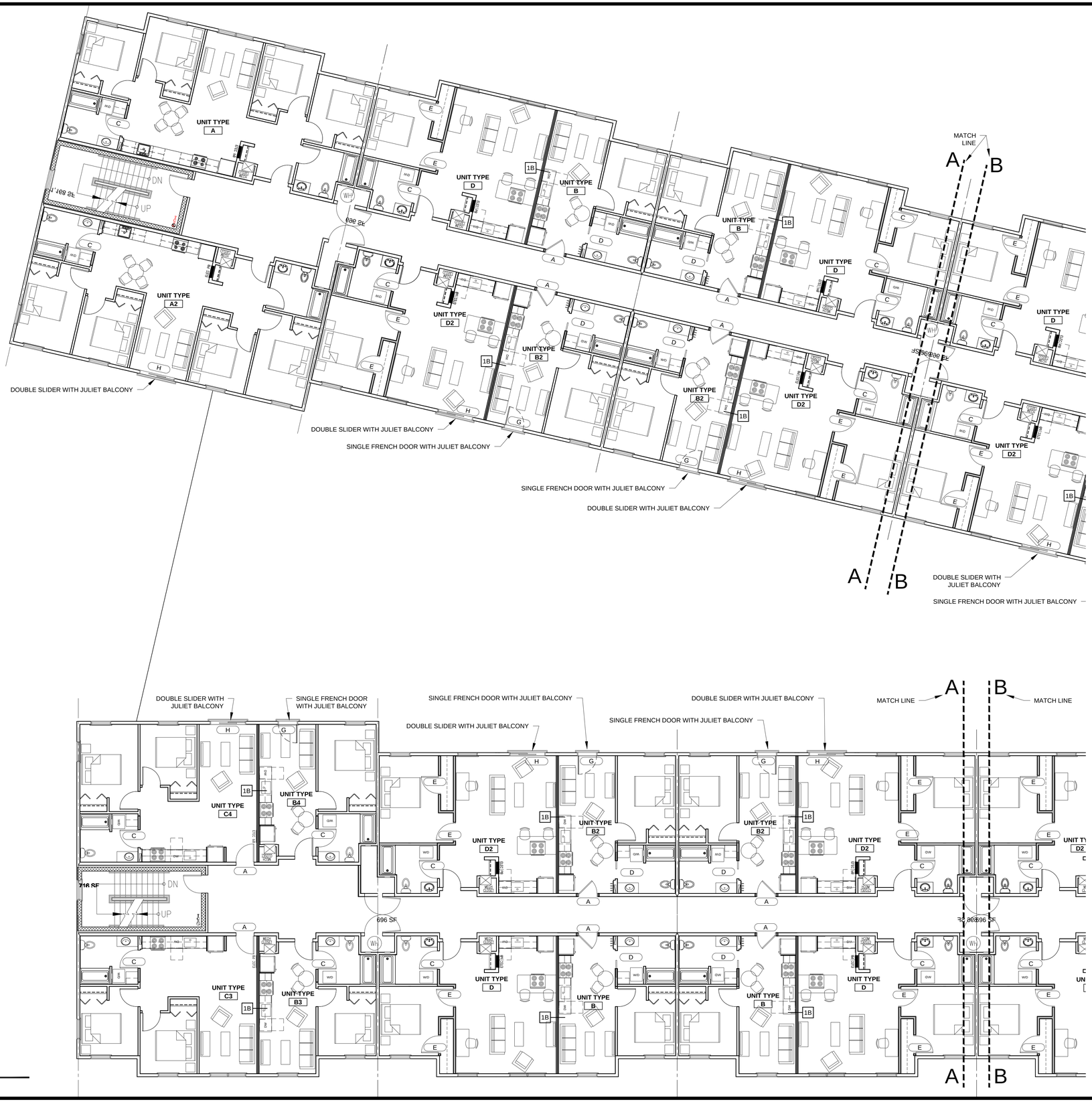
WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)



1 THIRD FLOOR PLAN (PART A)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:
THIRD FLOOR PLAN (PART A)

A1-3A

WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)

1 THIRD FLOOR PLAN (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:	
PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:

THIRD FLOOR PLAN (PART B)

A1-3B

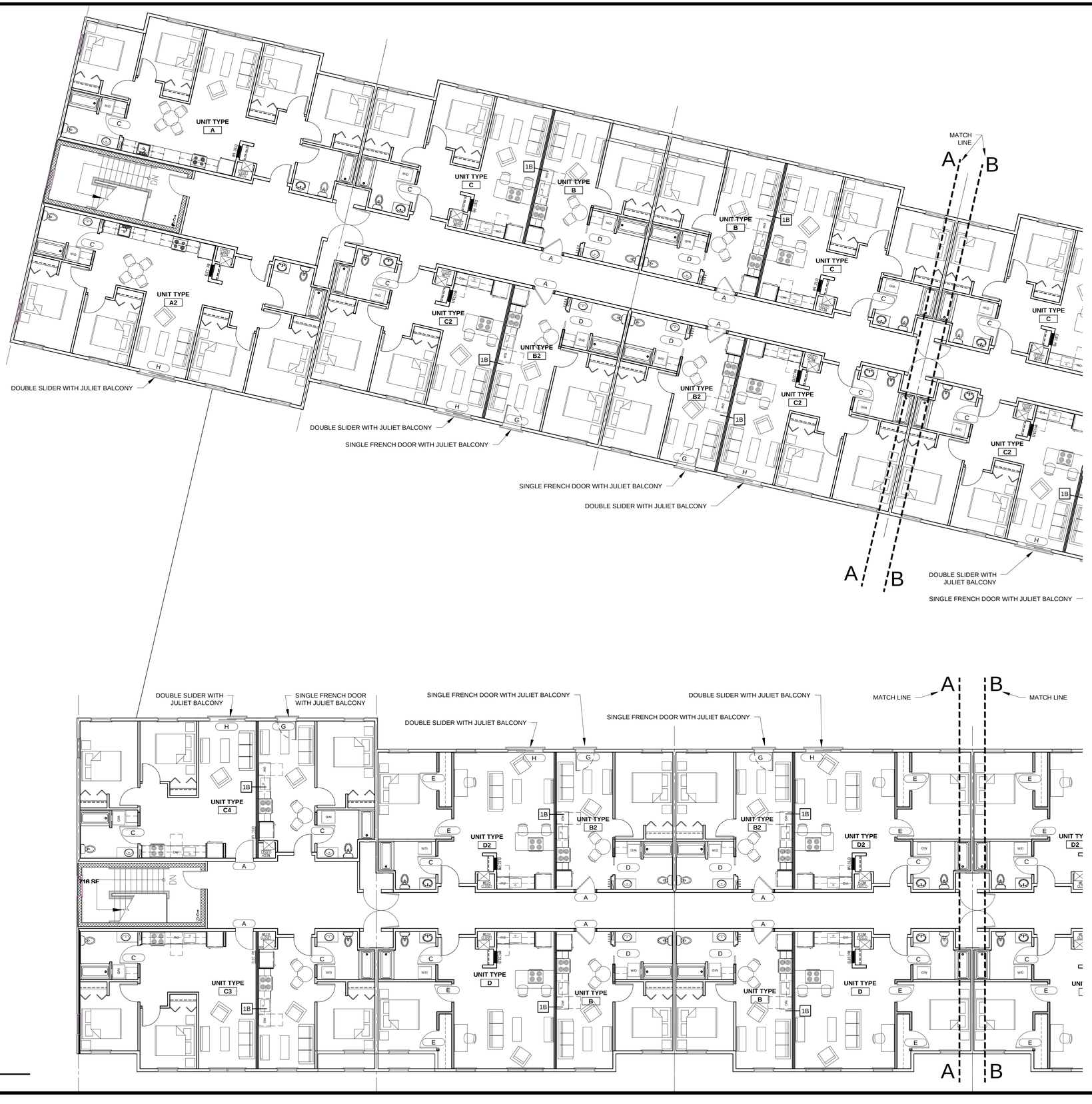
WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)



1 FOURTH FLOOR PLAN (PART A)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:

FOURTH FLOOR PLAN (PART A)

A1-4A

WALL LEGEND

EXISTING WALL

NEW WALL

UNIT NOTS

1.)

1 FOURTH FLOOR PLAN (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

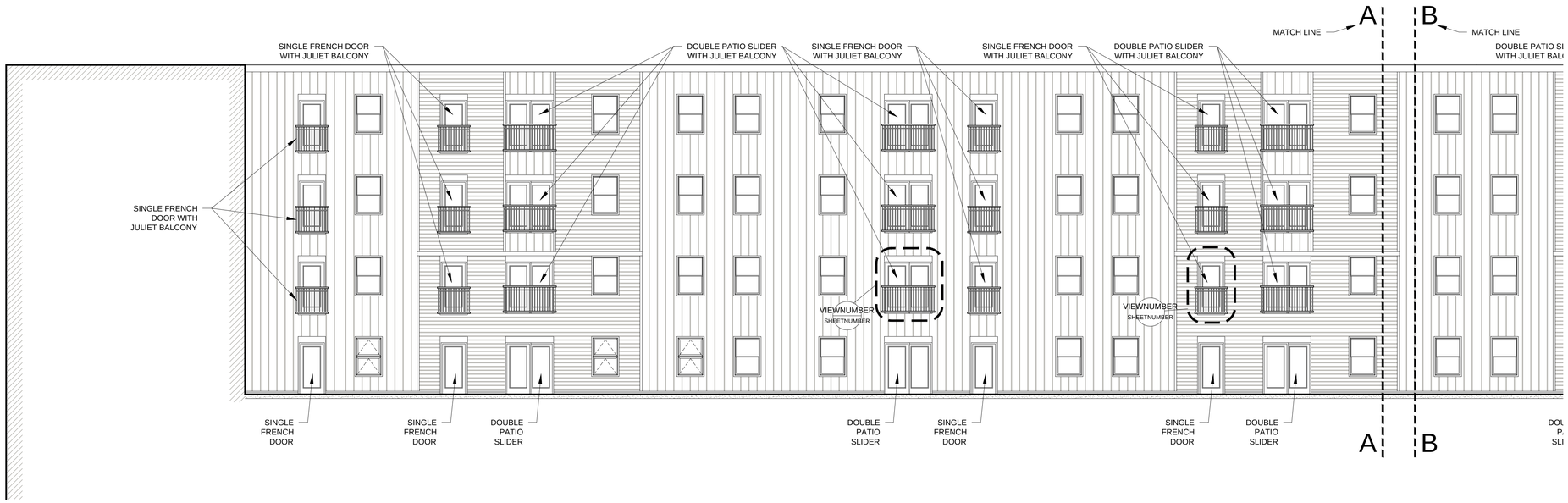
DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

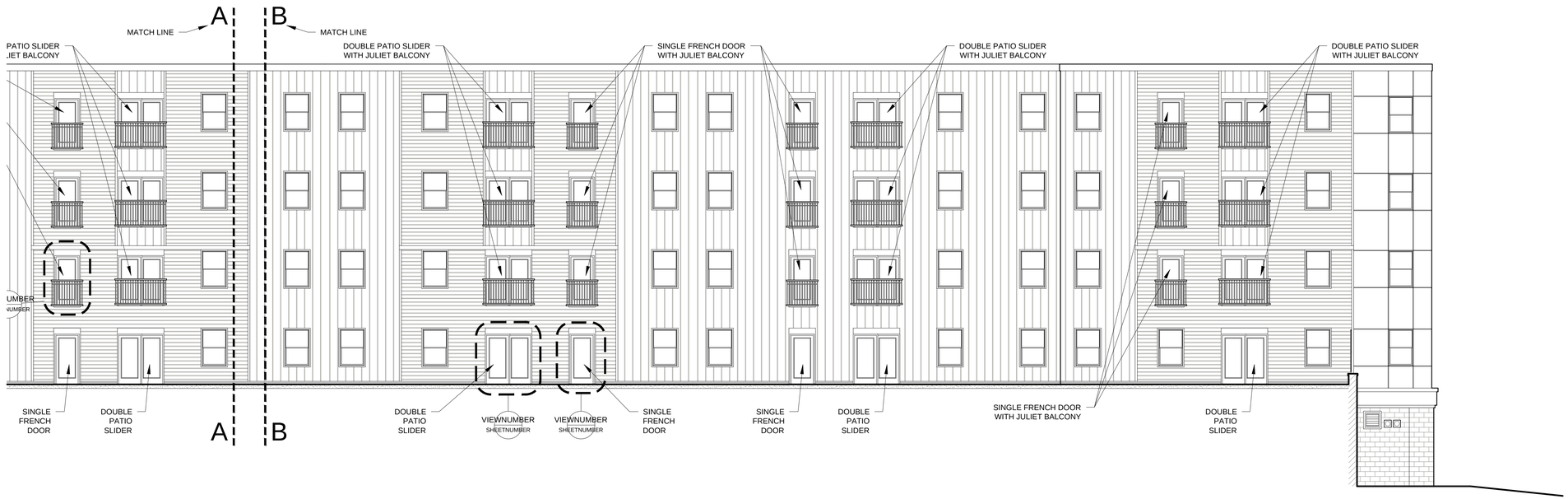
SHEET TITLE:

FOURTH FLOOR PLAN (PART B)

A1-4B



1 SOUTH ELEVATION (PART A)
1/8" = 1'-0"



1 SOUTH ELEVATION (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

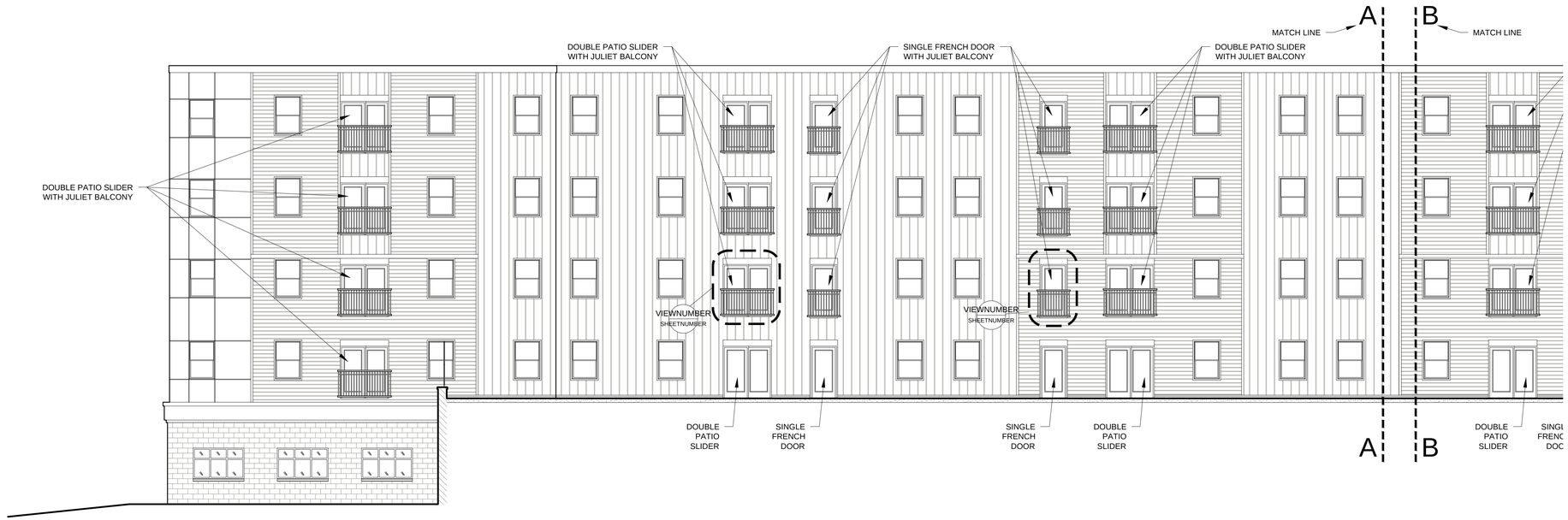
DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

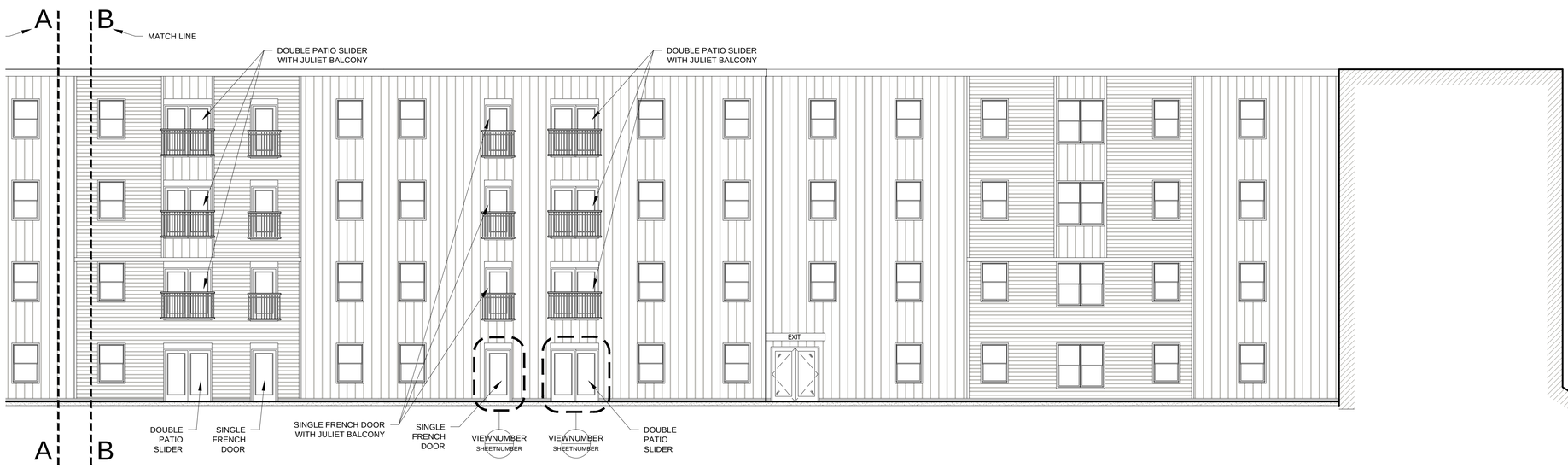
SHEET TITLE:

SOUTH (INSIDE) ELEVATION

A2-0



1 NORTH ELEVATION (PART A)
1/8" = 1'-0"



1 NORTH ELEVATION (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
AUGUST 1, 2019

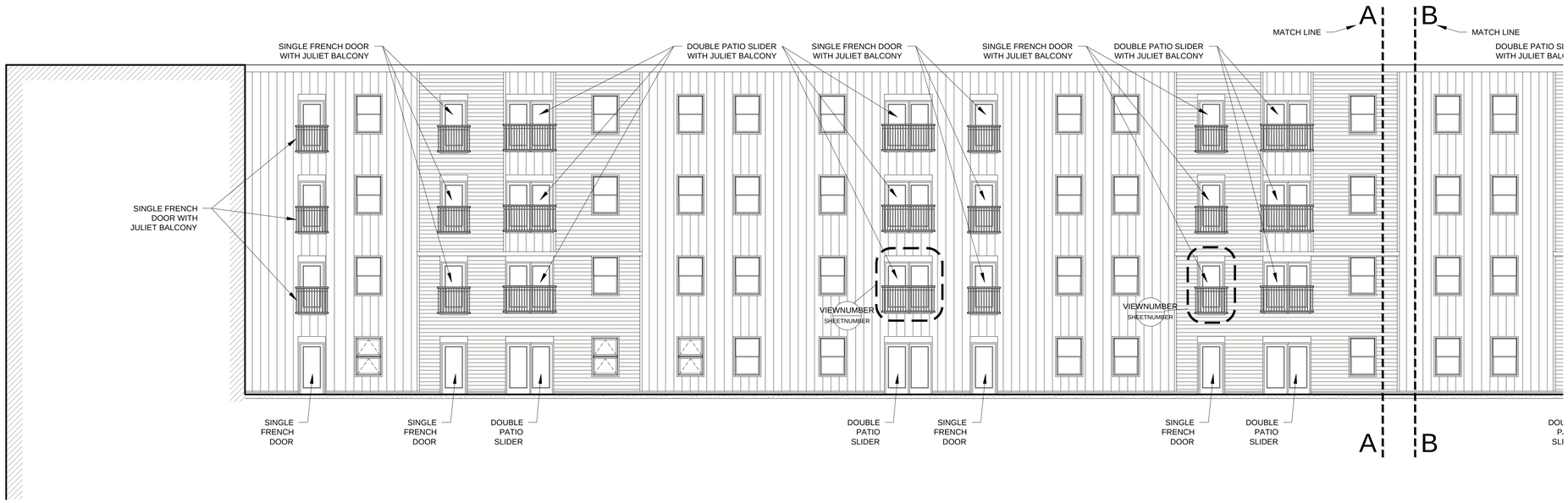
DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

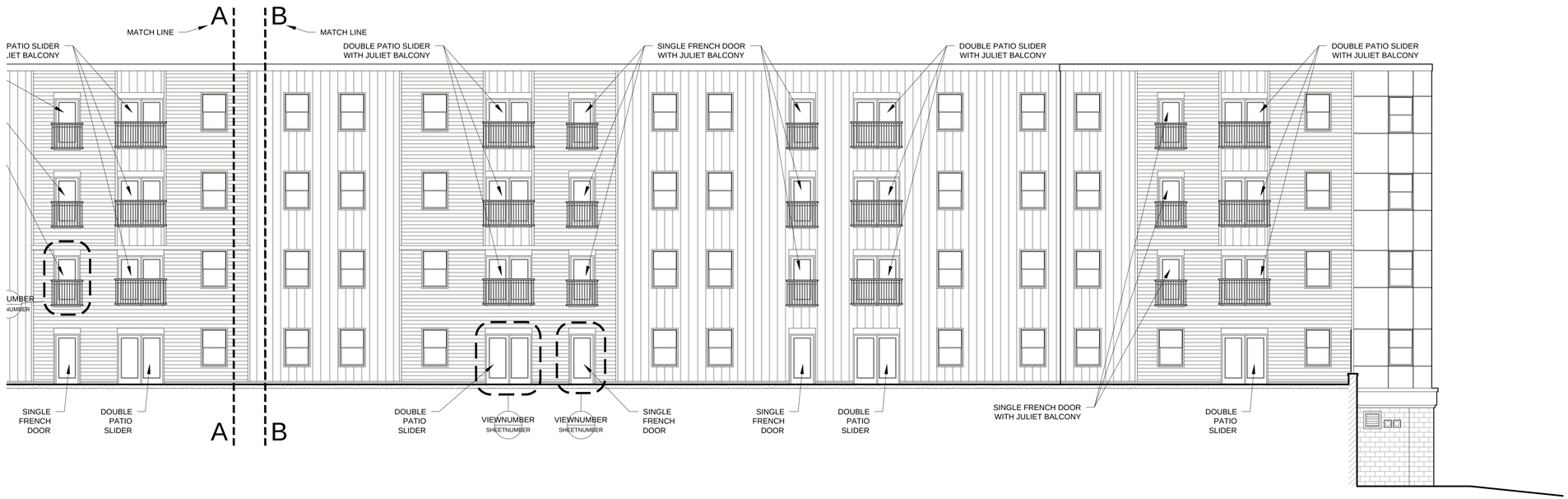
SHEET TITLE:

NORTH (INSIDE) ELEVATION

A2-1



1 SOUTH ELEVATION (PART A)
1/8" = 1'-0"



1 SOUTH ELEVATION (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
JULY 19, 2019

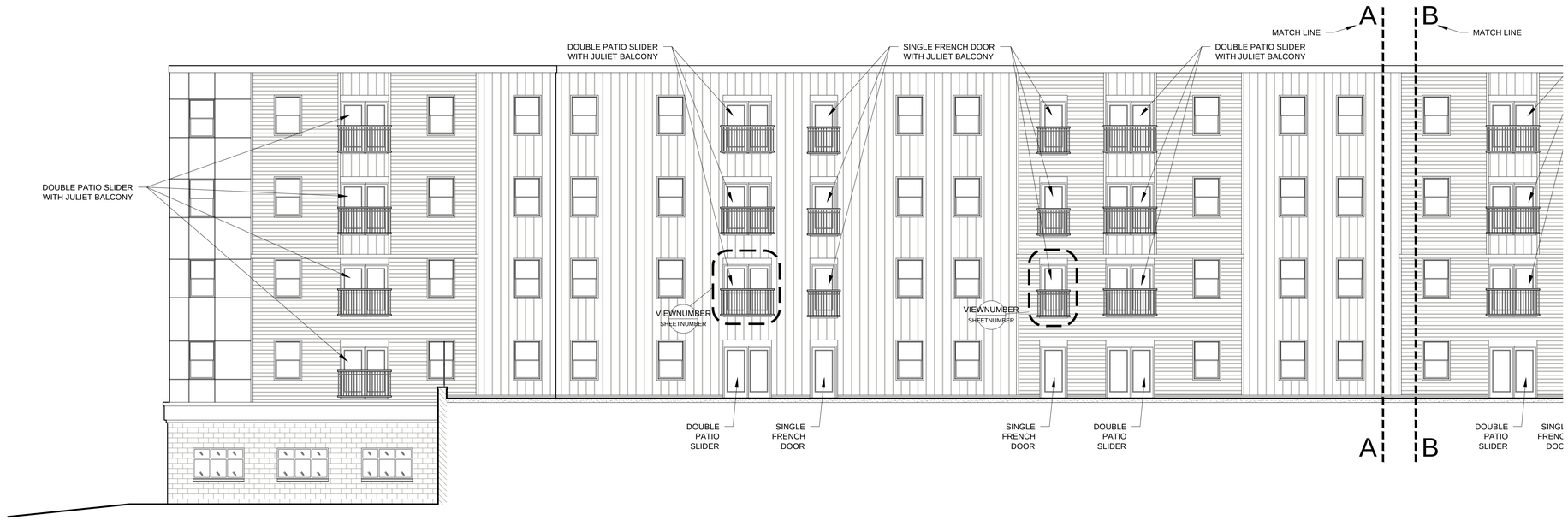
DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

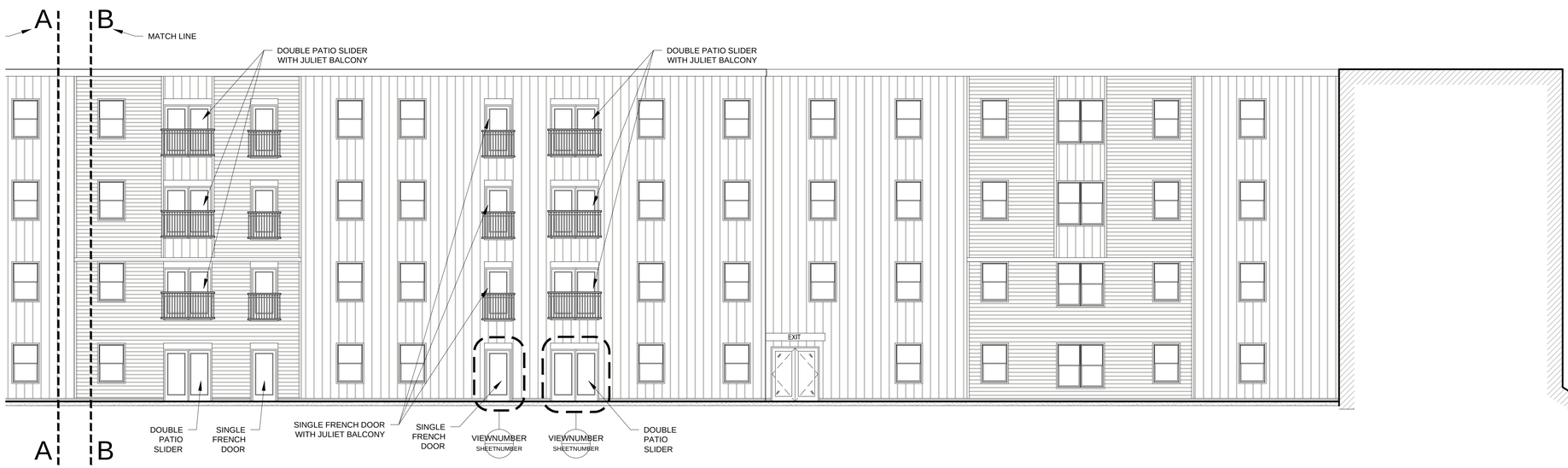
SHEET TITLE:

SOUTH (INSIDE) ELEVATION

A2-0



1 NORTH ELEVATION (PART A)
1/8" = 1'-0"



1 NORTH ELEVATION (PART B)
1/8" = 1'-0"

© 2019 RYAN SENATORE ARCHITECTURE

RENOVATIONS TO BAYSIDE VILLAGE

132 MARGINAL WAY

PORTLAND, MAINE

RSA
RYAN SENATORE
ARCHITECTURE
500 CONGRESS STREET #2
PORTLAND, MAINE 04101
207-747-5159
senatorearchitecture.com

CONSULTANTS:

REVISIONS:

PROGRESS PRINT ONLY
Not for Construction
JULY 19, 2019

DATE:

PROJECT No.	1941
DRAWN BY:	RJS
CHECKED BY:	RJS
SCALE:	AS NOTED

SHEET TITLE:

NORTH (INSIDE) ELEVATION

A2-1

GENERAL NOTES:

1. THIS SUBDIVISION PLAT HAS BEEN DEVELOPED FOR THE CONVERSION OF 100 DWELLING UNITS INTO 192 DWELLING UNITS WITHIN THE EXISTING BUILDING. THIS PLAT AND THE INFORMATION CONTAINED WITHIN IS BASED OFF THE LEVEL III SITE PLAN/SUBDIVISION PERMIT ISSUED TO SOUTHERN MAINE STUDENT HOUSING, LLC IN AN APPROVAL LETTER DATED NOVEMBER 20, 2016 FOR PROJECT #2006-0125.
2. UNIT TABULATION PROVIDED BY RYAN SENATORE ARCHITECTURE; REFER TO ARCHITECTURAL PLANS FOR FLOOR PLANS AND BUILDING HEIGHTS.
3. TOTAL SITE AREA INCLUDES 1.33 ACRES (57,891 S.F.).
4. R.O.W. WIDTH FOR MARGINAL WAY IS 100 FEET PER ALTA/ACSM LAND TITLE SURVEY BY OWEN HASKELL, INC. DATED 1/19/12, REVISED 5/5/19 (OHI JOB NO. 2012-006P).
5. SITE BOUNDARIES PER ALTA/ACSM LAND TITLE SURVEY BY OWEN HASKELL, INC. DATED 1/19/12, REVISED 5/5/19 (OHI JOB NO. 2012-006P).
6. AS OF 6/6/2019, THE SITE IS BOUNDED BY THE B-7 ZONE ON ALL SIDES OF THE PROPERTY PER CITY OF PORTLAND GIS WEBSITE.
7. LOCUS PARCEL IS SHOWN ON THE CITY OF PORTLAND ASSESSOR'S MAP 442, BLOCK A, LOT 001.
8. LOCUS PARCEL DOES NOT FALL IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 2300510013B, INDEX DATED 7/17/1986.
9. ALL BUILDING CORNER OFFSETS TO BOUNDARY LINES ARE FROM THE BUILDING FOUNDATION, UNLESS OTHERWISE NOTED.
10. THIS SHEET IS THE SUBDIVISION PLAT FOR THE DIVISION OF UP TO 192 DWELLING UNITS ON THE EXISTING SUBJECT PROPERTY. APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF THE LAND ON THE SUBJECT PROPERTY.
11. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, RETAINING WALLS, AND SNOW REMOVAL.
12. ALL BOOK AND PAGE REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS (CCRD).

WAIVERS & CONDITIONS OF APPROVAL:

WAIVERS:
NONE

CONDITIONS OF APPROVAL:
TBD

SURVEY NOTES:

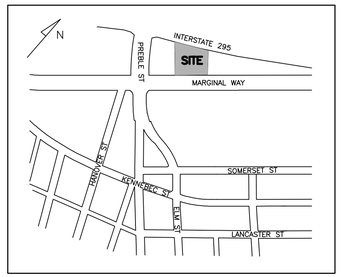
1. OWNER OF RECORD:
   BLUE ATLANTIC PORTLAND, LLC, 801 BRICKELL AVENUE, SUITE 720, MIAMI, FL CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 29376 PAGE 71
   SOUTHERN MAINE STUDENT HOUSING, LLC C.C.R.D. BOOK 24806 PAGE 230
2. PREMISES IS SHOWN AS LOT 1 BLOCK A ON CITY OF PORTLAND'S ASSESSORS MAP 442
3. BEARINGS ARE BASED ON GRID NORTH PER PLAN REFERENCE 3.
4. LOT #S REFER TO PLAN REFERENCE 1.
5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0013 B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
6. NO EVIDENCE WAS OBSERVED OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OR EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. NO PROPOSED CHANGES IN STREET LINES ARE KNOWN BY THIS SURVEYOR.

EASEMENTS:

EXISTING EASEMENTS ARE AS IDENTIFIED BY OWEN HASKELL INC. AND ARE NOTED ON THE PLAN. FOR MORE INFORMATION, SEE THE REFERENCES TO THE REGISTRY OF DEEDS DATABASE.

1. A PUBLIC EASEMENT OF VARIABLE WIDTH EXISTS ALONG THE SOUTHERLY ACCESS DRIVE IN BK 24806 PG 237.
2. AN ACCESS EASEMENT EXISTS ALONG THE SOUTHERLY ACCESS DRIVE IN BK 24806 PG 236 SUBJECT TO BK 24806 PG 223.
3. AN ELECTRICAL EASEMENT EXISTS ALONG THE SOUTHERLY ACCESS DRIVE IN BK 24806 PG 237.
4. A LICENSE AREA EXISTS IN FRONT OF THE BUILDING WITHIN THE MARGINAL WAY RIGHT-OF-WAY IN BK 24806 PG 249.
5. A 36'-WIDE ACCESS EASEMENT EXISTS ALONG THE NORTHERLY ACCESS DRIVE IN BK 24806 PG 230.

THERE ARE NO PROPOSED EASEMENTS.



VICINITY MAP
NOT TO SCALE

OWNER:

TOM WATSON & CO., LLC
PORTLAND, MAINE
CONTACT: TOM WATSON

CIVIL/SITE ENGINEER:

ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: WILL SAVAGE, P.E.

SURVEYOR

OWEN HASKELL, INC.
FALMOUTH, MAINE
CONTACT: JOHN SCHWANDA, P.L.S.

SPACE AND BULK STANDARDS		
ZONE: B-7	REQUIRED	PROPOSED
MINIMUM LOT SIZE	NONE	1.33 ACRES
MINIMUM STREET FRONTAGE	NONE	383'
MINIMUM FRONT YARD SETBACK	NONE	0'
MINIMUM SIDE YARD SETBACK	NONE	0'
MINIMUM REAR YARD SETBACK	NONE	3.81'
MAXIMUM LOT COVERAGE	100%	82%
MAXIMUM BUILDING HEIGHT	125'	59'
MAXIMUM # OF DWELLING UNITS	NONE	192
RESIDENTIAL PARKING	TBD*	117
MIN. INTERNAL BIKE SPACES	48	> 50

PARKING SUMMARY	
PARKING AREA	# PARKING SPACES
STANDARD (8.5' x 19')	103
COMPACT (< 8.5' x 19')	9
ADA	5
TOTAL	117

UNIT TABULATION		
UNIT NUMBER	SIZE (SF)*	COUNT
1-BR 'A'	750	51
1-BR 'B'	412	90
2-BR	759	41
4-BR	1,150	10
*UNIT AREA MEASURED FROM OUTSIDE OF EXTERIOR WALLS TO THE CENTER OF SHARED WALLS		

LEGEND

- CURB
- EXISTING BUILDING
- PROPERTY LINE
- STRIPING
- COMPACT STRIPING
- PROPERTY MARKER

RECORDING INFORMATION
STATE OF MAINE, CUMBERLAND
COUNTY REGISTRY OF DEEDS

RECEIVED: _____

RECORDED IN _____

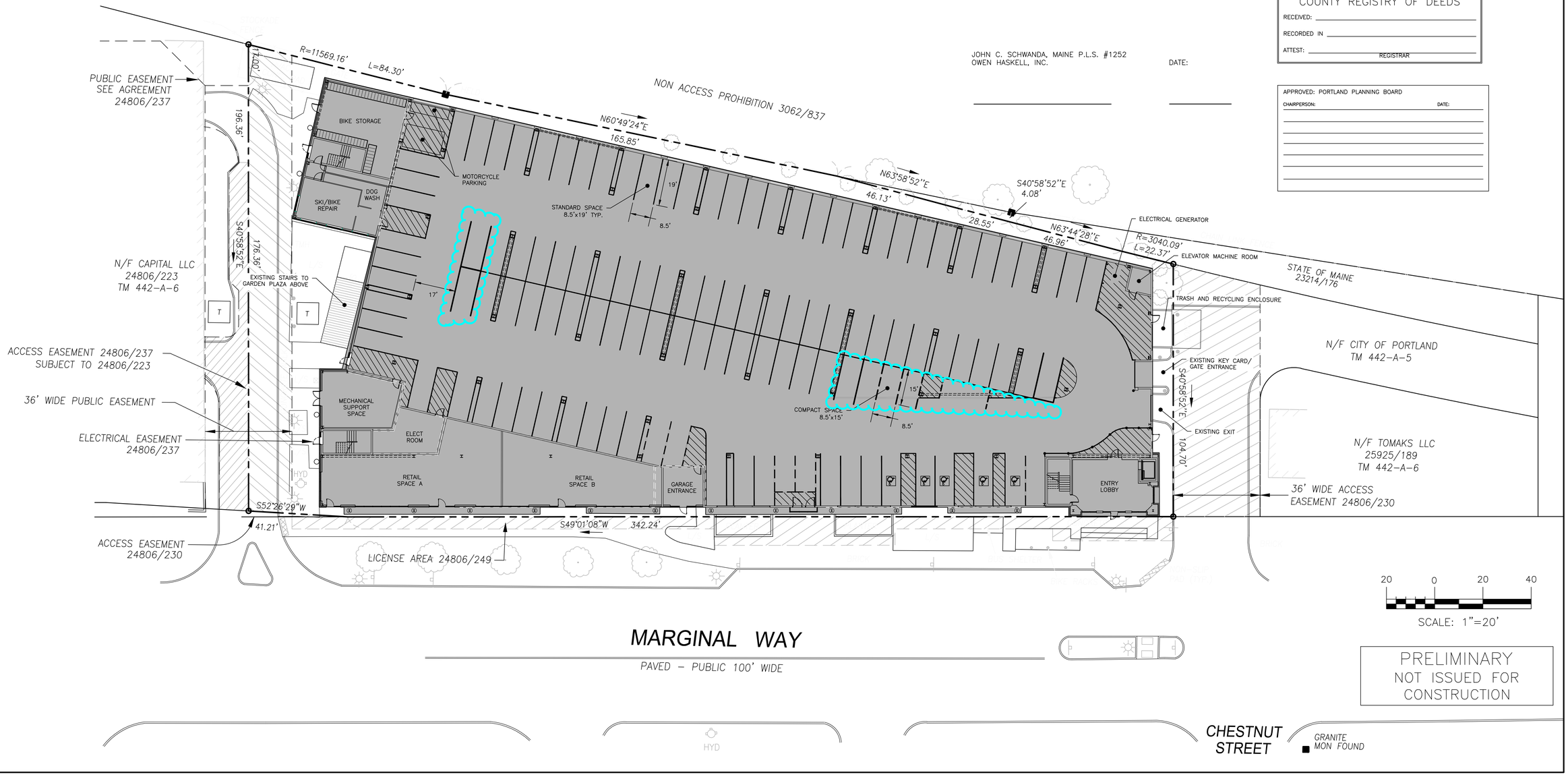
ATTEST: _____
REGISTRAR

JOHN C. SCHWANDA, MAINE P.L.S. #1252
OWEN HASKELL, INC.

DATE:

APPROVED: PORTLAND PLANNING BOARD

CHAIRPERSON: DATE:



20 0 20 40

SCALE: 1"=20'

MARGINAL WAY

PAVED – PUBLIC 100' WIDE

CHESTNUT STREET

GRANITE MON FOUND

PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY	DATE
SITE PLAN	WHS	6/6/19
PB HEARING	WHS	9/5/19

DRAWING NAME: PRELIMINARY SUBDIVISION PLAT
PROJECT NAME: BAYSIDE VILLAGE
CLIENT: TOM WATSON & CO.
82 HANOVER ST., PORTLAND, ME 04101

ACORN ENGINEERING, INC.
THESE PLANS, IN WHOLE OR PART, ARE NOT TO BE USED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF ACORN ENGINEERING, INC. AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC. OR UNDERSIGNED, AND ANY UNAUTHORIZED USE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
65 HANOVER ST, PORTLAND, MAINE 04101
(207) 775-2655

FILE:	1093.8_CIVIL
JN:	1093.8
SCALE:	1"=20'
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11412
8-1-19
REGISTERED PROFESSIONAL ENGINEER

DRAWING NO.
PLAT