

REVOCABLE LICENSE FOR DRAINAGE AND GRADING

This revocable license is granted by the City of Portland "City" to Adams Apple LLC., hereinafter "Owner," for the alteration and grading of property located at 65 Munjoy Street in Portland, Maine and more particularly depicted in Exhibit A (License Area C1) attached hereto and incorporated herein by reference (the "Licensed Area"). The rights of access to and site alteration of the Licensed Area and adjacent areas, shall be governed by the terms of this License Agreement.

1. Owner is hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to carry out the grading and landscaping plans attached hereto as Exhibit B (SitePlan C1) and Exhibit C (LandscapePlan L-101) as governed and specified by the terms of this License Agreement.

2. The grading, planting, and other work carried out on the Licensed Area shall be done pursuant to the terms of this License Agreement and shall be completed in accordance Exhibits A, B and C.

3. All work performed upon and use of the Licensed Areas for the purposes set forth herein shall be at Owner's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Owner agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property damaged by work conducted by Owner related to this License to substantially its condition prior to such work, or as shown on the landscaping and grading plans attached as Exhibits B and C, or as close to that condition as is reasonably practicable. Owner, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Owner's use, or the use of others, of the City's property as described above.

4. Owner shall procure and maintain liability insurance in an amount not less than \$400,000 combined single limit, covering claims for bodily injury, death, and property damage and shall name the City as an additional insured only in those areas where governmental immunity has been expressly waived by 14 M.R.S.A. § 8104A, as limited by § 8104B, and § 8111. The terms of this license shall not be deemed a waiver of any immunities or limitations of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law.

5. Owner, by execution of this License Agreement, hereby agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Owner's exercise of the rights granted by this License Agreement, and does hereby forever waive, release, relinquish, remise and discharge the City, its agents, employees, successors and assigns from any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the

vicinity of the area covered by this License Agreement, arising out of the presence in and use by the Owner of the area covered by this License Agreement.

6. This License will terminate once the City determines that the completed work is consistent with the grading and landscaping plans and Exhibits A, B, and C. The City reserves the right to terminate the license at any time, if in its determination, the Owner is not performing the work pursuant to the abovementioned plans and exhibits.

CITY OF PORTLAND

Date 11/10/16

Jon P. Jennings
By: Jon P. Jennings
Its City Manager

OWNER

STATE OF MAINE
CUMBERLAND, ss.

Dated 11/10/16

Personally appeared the above-named Jon P. Jennings and gave oath that the foregoing statements made by him are true to the best of his knowledge, information and belief, and where based upon information and belief, he believes the same to be true.

Before me,

Sonia T. Bean
Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

SONIA T. BEAN
Notary Public, Maine
My Commission Expires January 10, 2017

Personally appeared the above-named Jon P. Jennings and gave oath that the foregoing statements made by her are true to the best of her knowledge, information and belief, and where based upon information and belief, she believes the same to be true.

Before me,

Notary Public/Attorney at Law



Project:
65 Munjoy Street
 65 MUNJOY STREET
 PORTLAND, MAINE

Owner / Developer:
 Adams Apple, LLC
 30 Danforth Street, Suite 213
 Portland, Maine 04101
 207-272-8550

Random Orbit, Inc.
 30 Danforth Street, Suite 213
 Portland, Maine 04101
 207-712-0954

Consultants:

bild
 ARCHITECTURE
 Architect
 Bild Architecture
 30 Danforth Street, Suite 213
 Portland, Maine 04101
 207-408-0168

RANSOM
 Consulting, Inc.
 Civil Engineer
 Ransom Consulting, Inc.
 400 Commercial Street, Suite 404
 Portland, Maine 04101
 207-772-2891

pbla
 peter burke landscape architecture
 Landscape Architect
 Peter Burke Landscape Architecture
 34 Brown Street
 Westbrook, Maine 04092
 207-632-7372

Surveyor
 Owen Haskell, Inc.
 390 Route One
 Falmouth, Maine 04105
 207-774-0424

Structural Engineer
 SEI Shelley Engineering, Inc.
 Structural Consultants
 P.O. Box 1034
 Gray, Maine 04139
 Phone (207) 657-8031
 www.ShelleyEngineering.com

Geotechnical Engineer
 Summit
 GEOENGINEERING SERVICES
 www.summitgeo.org

Construction Manager
 Wright-Ryan Construction
 10 Danforth Street
 Portland, Maine 04101
 207-773-3625

License Area

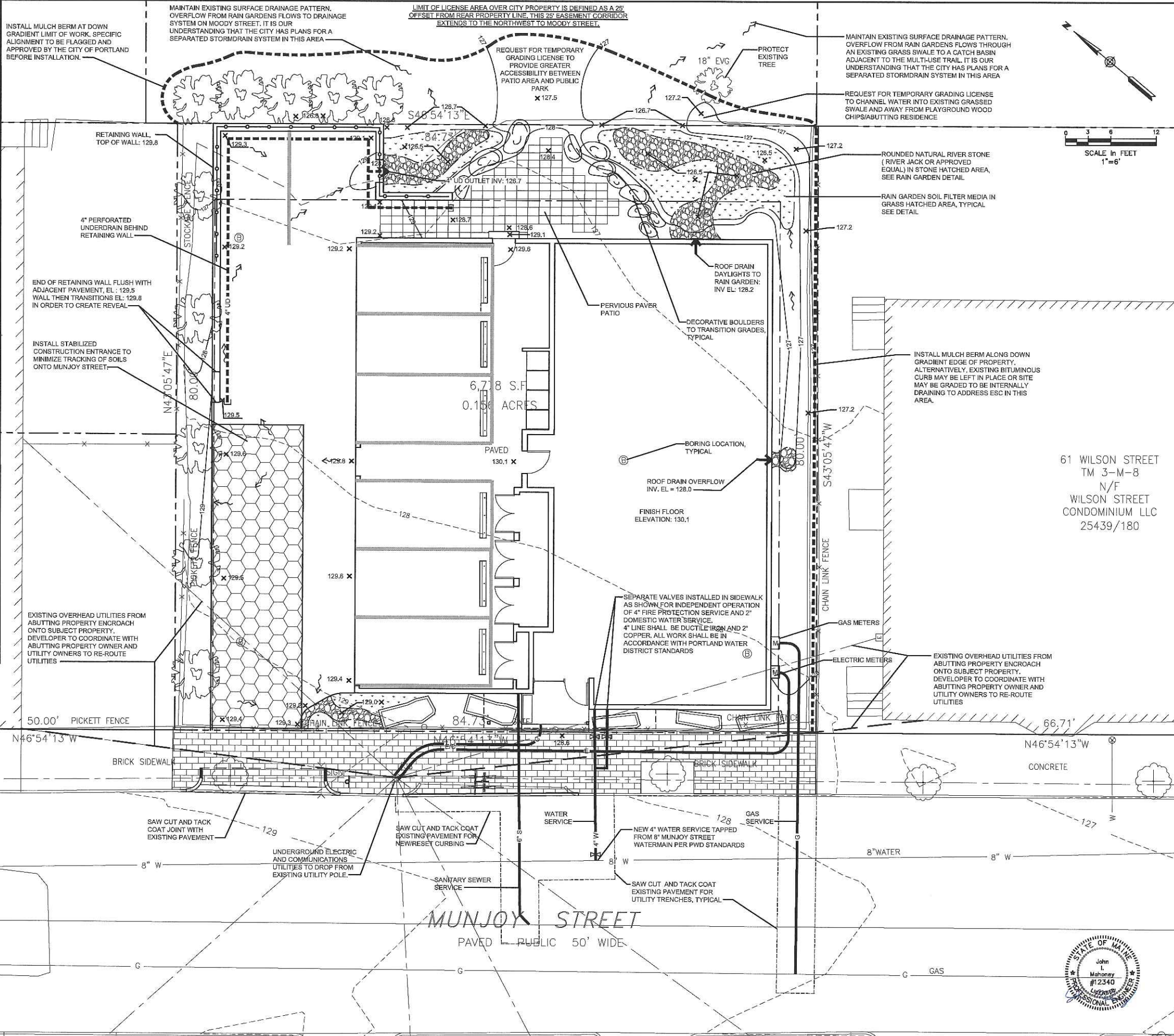
No.	Revision/Issue	Date
A	CITY REVIEW	11/18/15

Design by: JIM
 Checked by: SJB
 Drawn by: JIM
 Approved by: SJB

Project:
 141.06157

Sheet No:
C1

- NOTES**
- THE CITY OF PORTLAND REQUIRES A PRE-CONSTRUCTION MEETING BEFORE SITE WORK CAN BEGIN.
 - INSTALL EROSION AND SEDIMENTATION CONTROL IN COMPLIANCE WITH THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING PRACTICES IN ACCORDANCE WITH APPENDICES A, B AND C OF MAINE DEP CHAPTER 500. CONTRACTOR SHALL UTILIZE VARYING BMPs TO MINIMIZE THE MIGRATION OF EXPOSED SOILS FROM THE SITE. THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 - GRADE SITE TO DRAIN INTERNALLY
 - INSTALL LOCALIZED SEGMENTS OF MULCH BERM, SILT SOCK, HAY BALES AND/OR CRUSHED STONE CHECK DAMS TO FILTER RUNOFF BEFORE IT LEAVES THE SITE.
 - INSTALL SILT SACKS (OR APPROVED EQUAL) IN DOWNGRADE CATCH BASINS INCLUDING:
 - CB ON NORTH CORNER OF MUNJOY AND WILSON
 - CB ON SOUTH CORNER OF MOODY AND VESPER
 - FIELD INLET NORTHWEST OF PLAYGROUND AND ADJACENT TO MULTI-USE TRAIL.
 - INSTALL TEMPORARY CONSTRUCTION ENTRANCE TO MINIMIZE TRACKING OF SOILS ONTO MUNJOY STREET.
 - SWEEP MUNJOY STREET FREQUENTLY. WATER AND/OR VACUUMING SHALL BE USED TO CONTROL DUST WHEN SWEEPING.
 - CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENTATION CONTROL MEASURES ON A WEEKLY BASIS AND AFTER RAINSTORM EVENTS AND SHALL KEEP A LOG OF THESE INSPECTIONS. ANY ISSUES IDENTIFIED SHALL BE ADDRESSED AS SOON AS POSSIBLE AND BEFORE ADDITIONAL PRECIPITATION.
 - ALL WORK IN THE RIGHT OF WAY SHALL MEET THE CITY OF PORTLAND TECHNICAL MANUAL STANDARDS
 - ELEVATIONS ARE BASED ON CITY OF PORTLAND DATUM.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES IN THE FIELD AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
 - UTILITY LOCATIONS ARE APPROXIMATE AND SHALL BE VERIFIED PRIOR TO CONSTRUCTION. ANY DISCREPANCIES OR CONFLICTS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER.
 - ALL UTILITY INSTALLATIONS SHALL MEET THE REQUIREMENTS OF THE CITY OF PORTLAND, AS WELL AS ANY OTHER LOCAL, STATE, UTILITY OWNER, AND FEDERAL REQUIREMENTS.
 - CONTRACTOR IS REFERRED TO THE PORTLAND WATER DISTRICTS' CONSTRUCTION SPECIFICATIONS (<https://www.pwd.org/document-library/>) FOR INSTALLATION AND MATERIAL REQUIREMENTS OF WATER SERVICE PIPING AND VALVING. THE PORTLAND WATER DISTRICTS' SPECIFICATIONS ARE HEREBY INCORPORATED INTO THESE CONTRACT DOCUMENTS.
 - SITE CONTRACTOR SHALL REPAIR ALL DISTURBED AREAS IN ACCORDANCE WITH THE EROSION CONTROL PLAN AND DETAILS.
 - ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE GUIDELINES ESTABLISHED IN THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S BEST MANAGEMENT PRACTICES (LATEST ADDITION) AND MAINTAINED THROUGHOUT CONSTRUCTION OF THIS PROJECT.
 - ALL AREAS DISTURBED BY CONSTRUCTION NOT TO BE PAVED OR OTHERWISE TREATED SHALL BE LOAMED AND SEEDING ACCORDING TO THE PROJECT SPECIFICATIONS.



- CONSTRUCTION PHASING NOTES**
- Phase I Construction** (TO BE COMPLETED BEFORE THIS WORK BEGINS AS PART OF A SEPARATE CONTRACT) will consist of excavation and removal of urban fill and environmentally impacted soils to specified depths. The remaining subgrade soils will then be covered with a geotextile warning layer and 12" of clean sand (MDOT 703.19 Granular Borrow).
- Phase II Construction** (THE WORK SPECIFIED UNDER THIS CONTRACT INCLUDING BUILDING, FOUNDATIONS, DRIVEWAY AND SITE WORK) will begin after urban fill and impacted soils have been removed and the remaining subgrade covered, as described above. It is anticipated that existing soils will be removed to such depths that building and site construction can be completed without disturbing the remaining environmentally impacted and urban fill soils. In other words, the design intent is to facilitate building and site construction without the need to disturb previously covered subgrade soils or excavate beneath the geotextile warning layer.
- If the contractor needs to disturb or cut into the geotextile warning layer in order to complete this work (Phase II) then the contractor shall notify the Owner, as soon as the need to disturb subgrade soils becomes apparent, and request guidance.

65 Munjoy Street
65 MUNJOY STREET
PORTLAND, MAINE

Phase II Construction

Owner / Developer:

Adams Apple, LLC
30 Danforth Street, Suite 213
Portland, Maine 04101
207-272-8550

Random Orbit, Inc.
30 Danforth Street, Suite 213
Portland, Maine 04101
207-712-0954

Consultants:

bild
ARCHITECTURE

Architect
Bild Architecture
30 Danforth Street, Suite 213
Portland, Maine 04101
207-408-0168

RANSOM
Consulting, Inc.

Civil/Environmental Engineer
Ransom Consulting, Inc.
400 Commercial Street, Suite 404
Portland, Maine 04101
207-772-2891

pbla
peter burke landscape architecture

Landscape Architect
Peter Burke Landscape Architecture
34 Brown Street
Westbrook, Maine 04092
207-632-7372

Surveyor
Owen F Haskell, Inc.
390 Route One
Falmouth, Maine 04105
207-774-0424

Structural Engineer
SEI Shelley Engineering, Inc.
Structural Consultants
P.O. Box 1930
Grip, Maine 04239
Phone (207) 657-9521
www.ShelleyEngineering.com

Geotechnical Engineer
465 LEBRON ST - SUITE 401 TO PLAZA STREET
LEBESON, ME 04140 ROCKLAND, ME 04840
Tel: (207) 916-9392 Tel: (207) 916-9392

SUMMIT
GEOENGINEERING SERVICES
www.summitgeoeng.com

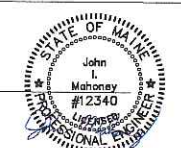
Construction Manager
Wright-Ryan Construction
10 Danforth Street
Portland, Maine 04101
207-773-3625

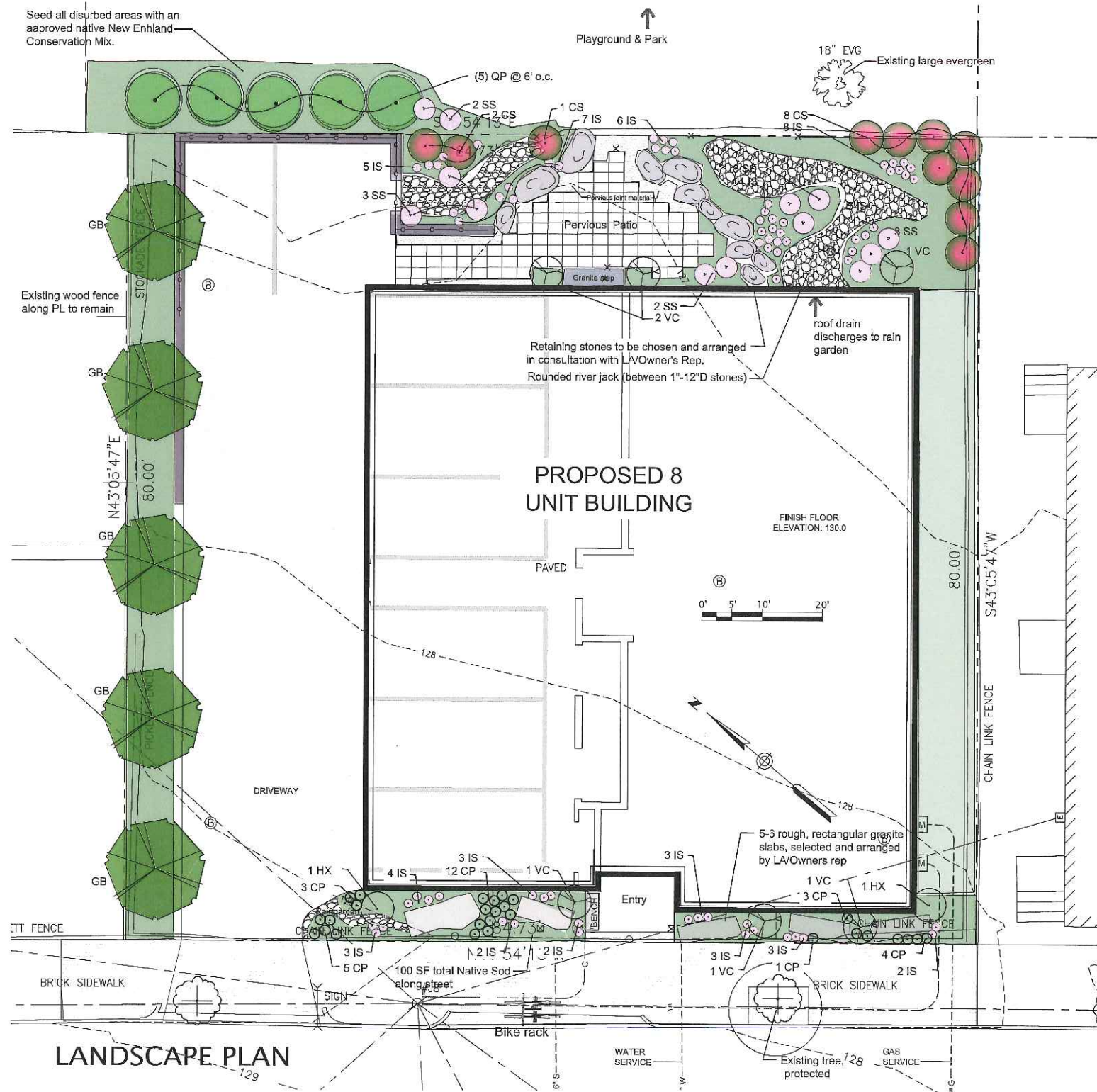
WR
Wright-Ryan

GRADING, DRAINAGE AND UTILITIES PLAN

No.	Revision/Issue	Date
D	FOR BIDDING	9/30/16
C	CITY COMMENT RESPONSE	1/27/16
B	SITE PLAN PERMITTING	12/11/15
A	PRE-APPLICATION MEETING	11/18/15

Design by:	JIM	Checked by:	SJB
Drawn by:	JIM	Approved by:	SJB
Project:	141.06157		
Sheet No:	C2		





PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
GB	Ginkgo biloba 'Princeton Sentry'	Columnar Ginkgo	2"	5
QP	Quercus x warei 'Long' Regal Prince	Regal Prince Oak	2"	5
CS	Cornus sericea 'Kelsey'	Dwarf Red Twigged Dogwood	#3	11
SS	Schizachyrium scoparium "The Blues"	Little Bluestem	#2	13
CP	Carex 'Pennsylvanica'	Native Sedge	#1	28
NS	Dennstaedtia punctilobula	Hayscented Fern	Sod	100 SF
VC	Vaccinium corymbosum (3 Berkeley & 3 Bluecrop)	Highbush Blueberry	#7	6
HX	Hamamelis x. intermedia 'Arnold's Promise'	Winter-Flowering Witchhazel	5-6'	2
IS	Iris siberica	Siberian Iris	#1	70



IEWS FROM MUNJOY STREET



For Patio area, pavers to be Hanover permeable 12" x 18" Color choice, joint material, and Final layout TBD



Example of a similar riverstone raingarden

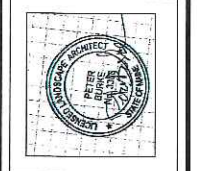
PLANTING SPECIFICATIONS

- 1.0 DESCRIPTION
 - A. WORK UNDER THIS SECTION SHALL INCLUDE ALL LABOR, MATERIALS, SERVICES, EQUIPMENT AND ACCESSORIES NECESSARY TO FURNISH AND INSTALL PLANT MATERIAL IN COMPLETE ACCORDANCE WITH THESE SPECIFICATIONS AND APPLICABLE DRAWINGS.
- 1.1 QUALITY ASSURANCE
 - A. INSTALLER'S PERSONNEL QUALIFICATIONS: REPUTABLE LANDSCAPE CONTRACTOR WITH A MIN. 5 YEARS EXPERIENCE IN LANDSCAPE CONSTRUCTION AND LICENSED TO PERFORM WORK AS DESCRIBED IN THIS SECTION.
 - B. COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.
- 1.2 WARRANTY
 - A. ALL PLANTS SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR FOR ONE (1) FULL YEAR FROM DATE OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.
 - B. ALL REPLACEMENT STOCK SHALL BE SUBJECT TO THE SAME WARRANTY REQUIREMENTS AS THE ORIGINAL STOCK.
- 1.3 MATERIALS
 - A. ALL PLANT STOCK SHALL BE NURSERY GROWN AND COMPLY WITH ANSI Z60.1 (AMERICAN STANDARD FOR NURSERY STOCK).
 - B. ALL DECIDUOUS TREES SHALL BE BALLED AND BURLAPPED.
 - C. DAMAGED PLANTS AND PLANTS THAT DO NOT MEET REQUIREMENTS WILL BE REJECTED.
 - D. TOPSOIL/PLANTING SOILS: TOPSOIL OR MANUFACTURED TOPSOIL SHALL CONSIST OF 3 PARTS LOAM AMENDED WITH 1 PART PEAT HUMUS. PROVIDE FRIABLE NATURAL TOPSOIL FREE OF ROCKS, STONES, BRUSH, CLAY, LUMPS, TWIGS, LITTER, EXTRANEIOUS MATERIAL, NOXIOUS WEEDS AND SEEDS.
 - E. FERTILIZER: SLOW RELEASE PACKETS OR TABLETS CONTAINING THE FOLLOWING COMPOSITION: NITROGEN 16%, PHOSPHORIC ACID 8%, AND POTASH 16%.
 - F. MULCH: NUTRI-MULCH FROM NEW ENGLAND ORGANICS (WWW.EARTHLIFEGROWS.COM) OR APPROVED EQUAL.
- 1.4 INSTALLATION
 - A. SITE PREPARATION: THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO INSTALLATION TO COORDINATE INSTALLATION AND LOCATION OF PLANT MATERIAL.
 - B. PLANTING: ALL PLANTING SHALL BE DONE IN STRICT ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES.
 - C. PRUNING: ALL DEAD OR DAMAGED BRANCHES SHALL BE REMOVED FROM PLANTS. PRUNE AN ADDITIONAL 1/4 OF REMAINING BRANCHES TO ENCOURAGE ROOT GROWTH.
 - D. CLEAN-UP: THE CONTRACTOR SHALL REMOVE ALL DEBRIS, CONSTRUCTION EQUIPMENT, EXCESS FILL, ROCKS, AND OTHER EXCESS MATERIAL CAUSED BY THIS WORK, FROM THE SITE UPON COMPLETION OF WORK.
 - E. SEE CIVIL PLANS FOR TREE PLANTING DETAIL, WHICH OUTLINES REQUIREMENTS FOR CUTTING AND PATCHING GEOTEXTILE WARNING LAYER.

END OF SECTION

pbla
peter burke landscape architecture

Peter Burke
Landscape Architecture
peter@peterburkedesign.com
207-432-7372



RANSOM
Consulting, Inc.

bild
ARCHITECTURE

PREPARED FOR:

LANDSCAPE PLAN
65 Munjoy Street
PORTLAND, MAINE

DATE: February 9, 2016
DESIGNED BY: PAB
DRAWN BY: PAB

L-101