Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 12/08/14

Memorandum of Understanding

Craig Bramley, Kimberly Simmons, Jonathan Culley, and Michael Frankel ("the Parties") into a memorandum of understanding regarding the development of property located at 71 (Portland, Maine ("the Property").

WHEREFORE, Craig Bramley and Kimberly Simmons are the owners of the Property and wish to construct a single family home upon it.

WHEREFORE, Jonathan Culley is an owner and director of Redfern Properties, a construction company with whom Bramley and Simmons have contracted to construct a home on the Property.

WHEREFORE, Michael Frankel resides at 67 Quebec St, Portland, Maine, which abuts the Property. Mr. Frankel desires to maintain the trees and tree canopy in the neighborhood surrounding his home, including the trees located in the sidewalk in front of the Property.

The Parties hereby agree as follows:

1) *Callery Pear*. During construction of the home on the Property, in accordance with the City of Portland Planning & Urban Development Department's recommendation set forth in a letter dated 11/6/2014, reasonable measures will be taken to protect the Callery Pear located in front of the Property. To protect the Callery Pear from damage during construction activities at the Property, landscape preservation measures as set forth in Section 4 of the City of Portland Technical Manual shall be implemented. These measures include:

- Signage will be posted at the Property identifying the tree to be saved, and will remain in place until completion of the project (Section 4.3.3).
- Fencing or another protective barrier will be erected outside of the drip line of the tree, and will remain in place until completion of construction (Section 4.3.4).
- No storage of construction equipment, digging, trenching, or other soil disturbance shall be permitted within the drip line of the Callery Pear (Section 4.3.4).
- Bramley, Simmons, and Culley shall be responsible for making all contractors aware of the preservation requirements prior to the start of any construction activities (Section 4.3.7).

During construction, all tree save measures will be coordinated with the City Arborist, Jeff Tarling. If a dispute arises between the Parties with respect to the tree save efforts implemented during construction activities at the site, the parties agree to accept the recommendations of Mr. Tarling.

Furthermore, the Parties agree that they will work to preserve the canopy of the Callery Pear as much as possible, that there shall be no excessive pruning of the Callery Pear, and that any pruning will be limited to what is necessary for construction of the single family home. All pruning shall be coordinated with Jeff Tarling.

2) *Norway Maple*. The Norway Maple located in front of the Property will be removed to allow access to the site for construction. The Norway Maple will be replaced with a tree from the City of Portland approved tree list of the largest size practicable, and will be relocated as depicted on Plan A-1.1, dated 11/03/2014 and Plan L-3.0 dated 10/03/2014. The size of the tree to be planted in the sidewalk well shall be determined in consultation with Jeff Tarling. Bramley and Simmons agree to pay the cost of purchase and installation of the tree, up to a maximum of $2,000. If Mr. Tarling recommends installation of a tree of a size that cannot be purchased and installed within the $2,000 budget, Mr. Frankel may contribute funds to facilitate the purchase and installation of a larger tree.

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3) *Side Lot Line Landscape & Buffer.* 71 Quebec Street an Street share a property line. Bramley and Simmons agree to consult with Frankel to crea beneficial and aesthetically pleasing border between their properties. That border may inc trees, and/or other vegetation. Bramley and Simmons have not yet determined whether their lot landscape and buffer will incorporate fencing, and if so, how tall the proposed fence w event that Bramley and Simmons decide to incorporate a fence in their side lot landscapi plan, they agree as follows:

(a) Any proposed fencing shall be set back at least eight (8) inches from the side lot property line and shall at no point come closer than eight (8) inches to the side lot property line;
(b) The Parties agree that any proposed fence will at minimum extend to the end of Frankel's driveway;
(c) The Parties expect to confer during the course of construction activities regarding fence design considerations and appropriate height and length; however, Bramley and Simmons retain the right to make a final determination about the side lot landscape and buffer;
(d) Bramley and Simmons agree that Frankel shall be permitted to install landscaping within the eight (8) inch fence setback area as described in subsection (a);
(e) The Parties agree that notwithstanding subsections (a) and (d), Bramley and Simmons' decision to afford an eight (8) inch set back between the side lot property line and any proposed fencing does not confer property rights with respect to that portion of their property. Bramley and Simmons retain the right to alter the side lot landscaping and buffer in the future.

4) *Construction Fence.* Bramley and Simmons understand that Frankel is concerned about possible damage to his vehicles and property during construction. The Parties agree that Culley will facilitate installation of fencing/screening along the side lot property line and that Frankel will pay for it. Culley has obtained a quote of approximately $1,200 for installation of the fencing/screening. Prior to the start of construction activities at the site and erection of the fencing/screening, Culley shall provide Frankel with information about the type of fencing/screening that will be erected. The fencing/screening shall be erected prior to the start of construction activities at the Property and will remain in place for the duration of the construction. The fencing/screening shall be set back at least eight (8) inches from the side lot property line and shall at no point come closer than eight (8) inches to the side lot property line.

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Dated : 12/3/14

Dated : 12.3.14

Craig Bramley

Date: 12/08/14

Kimberly Simmons

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Dated : _____

Jonathan Culley

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Dated : Dec. 2, 2014

M. Frankel Date: 12/08/14

Michael Frankel

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